

This document prepared by;
After recording return to:
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14109761 B: 11421 P: 4474 Total Pages: 21
05/25/2023 10:59 AM By: avice Fees: \$130.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

APNS: 22-09-228-038, 22-09-228-042, 22-10-151-025, 22-10-151-024, 22-10-151-028, 22-09-228-045, 22-10-151-023, 22-10-151-027, 22-09-228-044, 22-09-228-039, 22-09-228-043, 22-10-151-032, 22-10-151-033, 22-10-151-034, 22-10-151-035, 22-10-151-036, 22-10-151-037, 22-10-151-038, 22-10-151-039, 22-10-151-040, 22-10-151-041, 22-10-151-042, 22-10-151-043 and 22-09-228-040



FIRST AMENDMENT TO FEE AND LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, ASSIGNMENT OF CONTRACTS, SECURITY AGREEMENT, AND FIXTURE FILING

THIS FIRST AMENDMENT TO FEE AND LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, ASSIGNMENT OF CONTRACTS, SECURITY AGREEMENT, AND FIXTURE FILING ("**Deed of Trust**") is made as of May 12, 2023, by and among **KMW DEVELOPMENT L.L.C.**, a Utah limited liability company ("**Remaining Trustor**"), whose address is 2733 East Parleys Way, Suite 300, Salt Lake City, Utah 84109; **PETERBUILT HH, L.L.C.**, a Utah limited liability company ("**Peterbuilt**"), whose address is 6510 South Millrock Drive, Suite 450, Salt Lake City, Utah 84121; **RL CHENEY HOLLADAY HOLDINGS, LLC**, a Utah limited liability company ("**RL Cheney**"), whose address is 2207 South Berkeley Street, Salt Lake City, Utah 84109; **JM CHENEY HOLLADAY HOLDINGS, LLC**, a Utah limited liability company, whose address is 2207 South Berkeley Street, Salt Lake City, Utah 84109 ("**JM Cheney**"), and together with Peterbuilt and RL Cheney, individually and collectively, as the context may require, "**Released Trustor**", and together with Remaining Trustor, "**Original Trustor**", together as trustor, to **COTTONWOOD TITLE INSURANCE AGENCY, INC.**, as trustee ("**Trustee**"), whose address is 1996 East 400 South, Suite 120, Salt Lake City, Utah 84121, for the benefit of **WASHINGTON FEDERAL BANK**, a Washington state chartered commercial bank, successor to **WASHINGTON FEDERAL BANK, NATIONAL ASSOCIATION**, whose address is 405 S. Main Street, Suite 100, Salt Lake City, Utah ("**Beneficiary**"). Capitalized terms used in this Deed of Trust without definition have the meanings given to them in the Loan Agreement referred to below.

NOTICE TO RECORDER: THE DEED OF TRUST MODIFIED BY THIS AMENDMENT IS A SECURITY AGREEMENT AND FIXTURE FILING UNDER ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE, WITH TRUSTOR AS DEBTOR AND BENEFICIARY AS SECURED PARTY.

Notice to Remaining Trustor: The Note secured by the Deed of Trust amended by this Amendment contains provisions for a variable interest rate.

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RECITALS

A. Original Trustor obtained a term loan from Beneficiary (the "**Loan**") pursuant to the terms of a Term Loan Agreement dated as of December 30, 2020 (as the same may be amended, modified, extended, and renewed from time to time, the "**Loan Agreement**"). The Loan is also evidenced by a Promissory Note dated as of December 30, 2020, in the principal amount of **THIRTY-THREE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$33,100,000.00)** (together with any amendments thereto, the "**Note**").

B. Original Trustor's obligations under the Loan Agreement and Note are secured by a Fee and Leasehold Deed of Trust, Assignment of Leases and Rents, Assignment of Contracts, Security Agreement, and Fixture Filing dated as of December 30, 2020 executed by Original Trustor, as trustor to the trustee named therein for the benefit of Beneficiary, as beneficiary and recorded on December 30, 2020 as Entry No. 13517120 of the official records of Salt Lake County, Utah (the "**Deed of Trust**") against the real property legally described in EXHIBIT A attached hereto (the "**Property**").

C. The Loan Agreement, Note, Deed of Trust, and all other documents evidencing, securing, or otherwise governing the Loan, as they may have been amended or modified, are referred to herein collectively as the "**Loan Documents**."

D. Original Trustor now intends to complete the property contribution whereby PETERBUILT HH, L.L.C., a Utah limited liability company, RL CHENEY HOLLADAY HOLDINGS, LLC, a Utah limited liability company; and JM CHENEY HOLLADAY HOLDINGS, LLC, a Utah limited liability company, will deed their interest in the Project to KMW DEVELOPMENT L.L.C., a Utah limited liability company. Accordingly, as provided in that certain First Modification and Joinder Agreement between Original Trustor and Beneficiary dated of even date herewith (the "**Modification Agreement**"), Original Trustor and Beneficiary have agreed to release Released Trustor as a Borrower under the Loan Documents and to make certain other changes to the Loan Documents on the terms and conditions set forth in the Modification Agreement.

E. Concurrently with the modification of the Loan and Loan Documents pursuant to the Modification Agreement, Remaining Trustor, Released Trustor and Beneficiary desire to give notice that the Loan Agreement, the Note and other Loan Documents have been amended, and to amend the Deed of Trust, as more particularly set forth herein.

F. Original Trustor now desires to modify the terms of the Loan as set forth in the Modification Agreement. Original Trustor is entering into this Amendment to modify the Deed of Trust to secure all of Remaining Trustor's obligations under the Loan Documents, as amended by the Modification Agreement.

AGREEMENTS

In consideration, the receipt and sufficiency of which are the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby acknowledge, and agree as follows:

1. **ACCURACY OF RECITALS.** Remaining Trustor and Released Trustor hereby acknowledge the accuracy of the Recitals above.
2. **TERMINOLOGY.** All capitalized terms used herein shall have the meanings given to them in the Deed of Trust, unless a different meaning is assigned herein or is required from the context in which such term is used.
3. **NOTICE OF MODIFICATION; MODIFICATIONS TO DEED OF TRUST.**

3.1 Consent to Transfer of Interests; Transfer Subject to Deed of Trust; Liens and Security Interests.

3.1.1 Beneficiary hereby consents to the transfer of 100% of the interests in the Property held by each of Peterbuilt, RL Cheney, and JM Cheney to Remaining Trustor. Remaining Trustor acknowledges and agrees that (i) from and after such transfers, KMW will own one hundred percent (100%) of the fee interest in the Property and all other related Improvements, rights, appurtenances, personal property and other property and assets described in the Deed of Trust and (ii) that such transfers are made subject to the lien and charge of the Deed of Trust. No such transfer shall or shall be deemed or construed to release,

modify, impair, subordinate or otherwise limit or modify the terms and conditions of, or the priority of the lien and charge of the Deed of Trust.

3.1.2 For the purpose of securing payment and performance of the Secured Obligations defined and described in the Deed of Trust, Remaining Trustor hereby irrevocably and unconditionally grants, bargains, sells, conveys, transfers and assigns to the Trustee described in the Deed of Trust, in trust, for the benefit of Beneficiary, with power of sale and with right of entry and possession, all estate, right, title and interest that Remaining Trustor now has or may later acquire in and to the Property described in subsection (a) above and the Property otherwise described in Section 1.1 of the Deed of Trust, and hereby makes and remakes in favor of Trustee and Beneficiary all security interests, assignments of rents and leases, and all other liens, security interests and assignments set forth in the Deed of Trust or other Loan Documents.

3.2 Notice of Modification; Conforming Modifications.

3.2.1 Notice is hereby given that the Loan Agreement, Note, Deed of Trust and other Loan Documents have been amended and modified pursuant to the Modification Agreement. The Deed of Trust is hereby amended and modified as necessary to be consistent with the Modification Agreement. All references to the Loan Agreement, Note, and other Loan Documents in the Deed of Trust are hereby amended to refer to such documents as amended by the Modification Agreement.

3.2.2 The Deed of Trust is further amended to be consistent with the Recitals hereto. The Deed of Trust is hereby modified, to the extent necessary, to be consistent with the Modification Agreement, including, without limitation, the release of the Released Trustor from its obligations, covenants and liability as a Borrower or Trustor arising under the Loan Agreement, Deed of Trust, Note, and other Loan Documents. All references in the Deed of Trust to the "Trustor" or "Trustor" shall now refer solely to Remaining Trustor. All references in the Deed of Trust to any of the Loan Documents shall mean such Loan Documents as modified in connection with the Modification Agreement.

3.2.3 The Deed of Trust is hereby further amended and modified to secure, without limitation, the making of all payments and the performance of all obligations under the terms of the Loan Documents as modified by the Modification Agreement, and such other amendments as are set forth in the Modification Agreement. Notwithstanding the foregoing, the Secured Obligations specifically exclude (a) all obligations of Remaining Trustor as a guarantor under any guaranty, (b) the obligations of any other party as a guarantor under any guaranty of the Loan, and (c) the obligations of Remaining Trustor, Guarantors, or any other party as an indemnitor under any indemnity agreement with respect to the Property.

3.2.4 The definition of the term "Loan Documents" as used in the Deed of Trust is hereby modified to include this Amendment. All other terms and conditions of the Deed of Trust that are inconsistent with the terms and conditions of this Amendment are modified to the extent necessary to be consistent with this Amendment and the Modification Agreement.

3.3 Ground Lease Provisions.

3.3.1 Section 1.1.4 of the Deed of Trust is hereby amended and restated in its entirety as follows:

"1.1.4 Subject to, and without in any way limiting the collateral assignment in Section 2 below, all existing and future leases, subleases, subtenancies, licenses, rental agreements, occupancy agreements, and concessions relating to the use and enjoyment of or affecting all or any part of the Premises or Improvements, and any and all guaranties, extensions, renewals, replacements and modifications thereof, and all other agreements relating to or made in connection therewith (collectively, the "Leases");"

3.3.2 Section 6.1.1 of the Deed of Trust is hereby amended and restated in its entirety as follows:

"6.1.1 Trustor lawfully possesses and holds indefeasible fee simple title to all of the Premises and Improvements, subject only to the Permitted Encumbrances;"

3.3.3 Section 11.19 of the Deed of Trust is hereby deleted in its entirety.

3.3.4 The Ground Leasehold Rider attached to the Deed of Trust is hereby deleted in its entirety.

3.3.5 Legal Description. The legal description of the Property shown on Exhibit A hereto, and as Exhibit A to the Deed of Trust, is hereby amended and restated to be the Amended and Restated Legal Description attached hereto as Exhibit B. Accordingly, the parties hereby agree that all references in the Deed of Trust to the "**Land**", "**Improvements**", and "**Project**" are hereby amended to reference the property legally described in Exhibit B attached hereto and all associated improvements, buildings and related rights thereto.

4. NOT A NOVATION. The parties each agree and acknowledge that the modifications set forth in this Amendment are not intended to be a novation or to constitute or evidence a new loan but rather a continuation of the existing Loan and the lien and charge of the Deed of Trust against the Property and all assets and properties described in the Deed of Trust shall continue unabrogated and in full force and effect.

5. REAFFIRMATION.

5.1 Remaining Trustor hereby (a) ratifies and confirms all of its obligations under the Deed of Trust, the Loan Agreement and each of its obligations under the other Loan Documents, and acknowledges and agrees that such obligations remain in full force and effect, and (b) ratifies, reaffirms and reapproves in favor of Beneficiary the terms and provisions of the Deed of Trust, Loan Agreement and each of the other Loan Documents, including (without limitation), its pledges and other grants of liens and security interests pursuant to the Deed of Trust, Loan Agreement and other Loan Documents to secure such obligations (as amended hereby). Remaining Trustor acknowledges and agrees that the Property secures all Secured Obligations which include all past and future advances made under the Loan Documents.

5.2 The Deed of Trust, as modified by this Amendment, remains in full force and effect and contains the entire understanding and agreement of the parties in respect of the Deed of Trust and supersedes all prior representations, warranties, agreements and understandings. This Agreement and the Deed of Trust shall be read together, as one document. The real property and the whole thereof described in the Deed of Trust, as modified by this Amendment, shall be and remain subject to the lien, charge or encumbrance of the Deed of Trust and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Deed of Trust, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Loan Documents and/or the Deed of Trust, other than **PETERBUILT HH, L.L.C.**, a Utah limited liability company, **RL CHENEY HOLLADAY HOLDINGS, LLC**, a Utah limited liability company; and **JM CHENEY HOLLADAY HOLDINGS, LLC**, a Utah limited liability company.

5.3 Nothing in this Agreement shall be deemed to or shall in any manner prejudice or impair the lien and encumbrance of the Deed of Trust or the terms and conditions of or any rights, powers, or remedies of Beneficiary under the Deed of Trust.

5.4 Remaining Trustor acknowledges and represents that the lien as extended and modified herein is a valid and existing lien and there exists no counterclaim or defense of any kind to the Loan Agreement, Note, Deed of Trust or any other document or instrument creating or evidencing the lien securing the Note. The execution, delivery, recordation, terms and conditions of this Amendment shall not novate or subordinate or otherwise adversely affect the lien, encumbrance and priority of the Deed of Trust.

6. RATIFICATION OF DEED OF TRUST. As amended by this Amendment, the Deed of Trust is ratified and confirmed and continues in full force and effect and contains the entire understanding and agreement of the parties in respect of the Deed of Trust and supersedes all prior representations, warranties, agreements and understandings. The Deed of Trust as modified herein shall be binding upon and inure to the benefit of Remaining Trustor and Beneficiary, and their respective successors and assigns. No provision of this Amendment may be changed, discharged, supplemented, terminated or waived except in a writing signed by Beneficiary.

7. LIEN PRIORITY. All of the Property shall remain and continue in all respects to be subject to the Deed of Trust, and nothing in this Amendment, or done pursuant to this Amendment, shall affect or be construed to affect the lien of the Deed of Trust or the priority thereof as to all of the Property. Remaining Trustor shall provide, at Remaining Trustor's sole cost and expense, such endorsements to Beneficiary's existing title policy as Beneficiary may request insuring the continued first lien position of the Deed of Trust, as amended, against all of the Property with priority over all encumbrances that are not Permitted Exceptions. Remaining Trustor shall obtain such priority agreements, lien waivers, and other instruments from any and all parties who have performed work on or supplied materials to the Property, and Remaining Trustor shall execute such indemnity agreements and

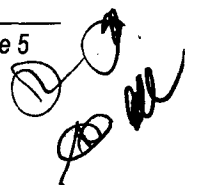
other documents as may be required by the title company in connection with the issuance of such new title policy or endorsements requested by Beneficiary.

8. BINDING EFFECT. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

9. APPLICABLE LAW. The creation, perfection, and enforcement of the lien of the Deed of Trust shall be governed by the Laws of the state in which the Property is located. In all other respects, the Deed of Trust and this Amendment shall be governed by the substantive Laws of the jurisdiction governing the Loan Agreement.

10. COUNTERPARTS. The parties may execute this Amendment in any number of counterparts, each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument.

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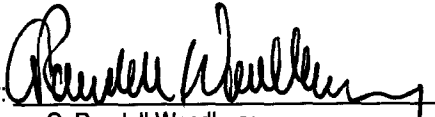
NOTICE RE ORAL AGREEMENTS. PURSUANT TO *UTAH CODE ANNOTATED* SECTION 25-5-4, REMAINING TRUSTOR IS NOTIFIED THAT THIS AGREEMENT AND THE OTHER THE WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

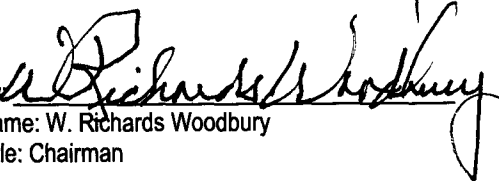
EXECUTED as of the date of this Amendment.

REMAINING TRUSTOR:

KMW DEVELOPMENT, L.L.C.
a Utah limited liability company

By: **WOODBURY CORPORATION**
a Utah corporation
its manager

By: 
Name: O. Randall Woodbury
Title: Vice Chairman

By: 
Name: W. Richards Woodbury
Title: Chairman

By: **MILLROCK CAPITAL, II, LLC**
a Utah limited liability company
its manager

By: 
Name: Steven Peterson
Title: Manager

[Acknowledgments on Following Page]

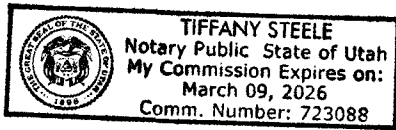
RL CHENEY HOLLADAY HOLDINGS, LLC
a Utah limited liability company

By: [Signature]
Name: Joseph D. Rich
Title: Manager

State of Utah)
) ss.
County of Salt Lake)

On this 17th day of May, in the year 2023, before me Tiffany Steele, a notary public, personally appeared JOSEPH D. RICH, an individual, in his capacity as a manager of **RL CHENEY HOLLADAY HOLDINGS, LLC**, a Utah limited liability company, proved on the basis of satisfactory evidence to be the persons whose name is subscribed to in this document, and acknowledged he executed the same.

Witness my hand and official seal.



(Notary Seal)

[Signature]
NOTARY PUBLIC

[Signatures continue on following page]

[Handwritten initials]

BENEFICIARY:

WASHINGTON FEDERAL BANK, a Washington state chartered commercial bank, successor to WASHINGTON FEDERAL BANK, NATIONAL ASSOCIATION, a national banking association

By: *Brian K. Jeppesen*
Name: Brian K. Jeppesen
Title: Vice President

STATE OF UTAH)
) §
COUNTY OF SALT LAKE)

On this 4th day of May, 2023, before me *Teresa Stischak*, a notary public, personally appeared BRIAN K. JEPPESEN, an individual, in his capacity as Vice President of **WASHINGTON FEDERAL BANK**, a Washington state chartered commercial bank, successor to WASHINGTON FEDERAL BANK, NATIONAL ASSOCIATION, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this instrument, and acknowledged he executed the same on behalf of such state chartered commercial bank.

Witness my hand and official seal.

Teresa Stischak
NOTARY PUBLIC

(Notary Seal)

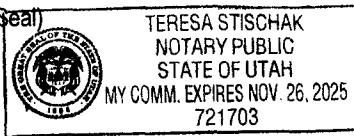


EXHIBIT A

DESCRIPTION OF PREMISES

That certain real property located in Salt Lake County, State of Utah, more particularly described as follows:

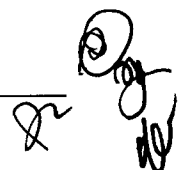
PARCEL 1:

Beginning at a point that is located North 00°03'51" West 1431.39 feet along Section Line and West 1086.95 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 87°46'29" West a distance of 213.43 feet to the beginning of a curve which represents the East Right-of-Way line of Highland Drive; said curve bears to the right through 13°32'49", having a radius of 1381.83 feet along the arc a distance of 326.72 feet, and whose long chord bears North 12°33'01" West a distance of 325.96 feet along said Highland Drive; thence continuing along said Highland Drive to the beginning of a spiral curve consisting of the following ten calls: Said curve bears to the right through 00°43'03", having a radius of 1430.07 feet along the arc a distance of 17.91 feet, and whose long chord bears North 05°15'53" West a distance of 17.91 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°41'32", having a radius of 1626.35 feet along the arc a distance of 19.65 feet, and whose long chord bears North 04°34'00" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°36'39", having a radius of 1843.20 feet along the arc a distance of 19.65 feet, and whose long chord bears North 03°54'54" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°31'46", having a radius of 2126.77 feet along the arc a distance of 19.65 feet, and whose long chord bears North 03°20'42" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°26'53", having a radius of 2513.45 feet along the arc a distance of 19.65 feet, and whose long chord bears North 02°51'23" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°21'59", having a radius of 3072.00 feet along the arc a distance of 19.65 feet, and whose long chord bears North 02°26'57" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°17'06", having a radius of 3949.71 feet along the arc a distance of 19.65 feet, and whose long chord bears North 02°07'24" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°12'13", having a radius of 5529.60 feet along the arc a distance of 19.65 feet, and whose long chord bears North 01°52'45" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°07'20", having a radius of 9216.00 feet along the arc a distance of 19.65 feet, and whose long chord bears North 01°42'58" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through an angle of 00°01'38", having a radius of 41472.00 feet along the arc a distance of 19.65 feet and whose long chord bears North 01°38'05" West a distance of 19.65 feet to a point of intersection with a line; thence North 01°43'40" West along said East Right-of-Way line of Highland Drive a distance of 3.89 feet; thence South 88°12'51" West along said East Right-of-Way line of Highland Drive a distance of 10.00 feet; thence North 01°43'40" West along said East Right-of-Way line of Highland Drive a distance of 43.18 feet to the South Right-of-Way line of Murray Holladay Road; thence South 89° 47' 36" East along said Murray Holladay Road a distance of 144.66 feet; thence South 00°11'01" West along said Murray Holladay Road a distance of 15.00 feet; thence South 89°47'36" East along said Murray Holladay Road a distance of 95.80 feet; thence South 46°19'21" East a distance of 27.52 feet; thence South 86°40'30" East a distance of 19.61 feet; thence South 02°51'06" East a distance of 260.03 feet; thence South 02°51'06" East a distance of 255.68 feet to the point of beginning. (aka Proposed Block "A")

LESS AND EXCEPTING THEREFROM that portion lying within Royal Holladay Hills Subdivision #1, according to the official plat thereof, recorded July 7, 2020 as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 2:

Beginning at a point that is located North 00°03'51" West 803.13 feet along Section Line and West 207.35 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 48°41'17" West a distance of 531.98 feet to the East Right-of-Way line of Highland Drive; thence North 39°48'39" West along said East Right-of-Way line of Highland Drive a distance of 319.11 feet; thence North 48°41'17" East a distance of 523.62 feet; thence South 41°18'43" East a distance of 319.00 feet to the point of beginning. (aka Proposed Block "E")



LESS AND EXCEPTING THEREFROM that portion lying within Royal Holladay Hills Subdivision #1, according to the official plat thereof, recorded July 7, 2020 as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 3:

Beginning at a point that is located North 00°03'51" West 715.61 feet along Section Line and East 211.16 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 07°21'33" West a distance of 734.30 feet to the North Right-of-Way line of Arbor Lane; thence along said North Right-of-Way line of Arbor Lane North 85°00'59" West a distance of 140.36 feet; thence North 63°22'13" West a distance of 135.83 feet; thence North 02°20'32" East a distance of 18.68 feet; thence North 87°03'34" West a distance of 26.50 feet; thence North 02°20'32" East a distance of 650.20 feet; thence South 87°39'28" East a distance of 354.73 feet to the point of beginning. (aka Proposed Block "G")

LESS AND EXCEPTING THEREFROM that portion lying within Royal Holladay Hills Subdivision #1, according to the official plat thereof, recorded July 7, 2020 as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 4:

Beginning at a point that is located North 00°03'51" West 730.11 feet along Section Line and West 143.25 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence North 41°18'43" West a distance of 97.21 feet; thence North 48°41'17" East a distance of 473.37 feet; thence South 41°18'43" East a distance of 311.89 feet to the beginning of a curve that represents the West Right-of-Way line of Memory Lane; said curve bears to the left through an angle of 38°59'52", having a radius of 127.34 feet along the arc a distance of 86.67 feet, and whose long chord bears South 14°45'03" East a distance of 85.01 feet; thence South 34°14'59" East along said West Right-of-Way line of Memory Lane a distance of 41.95 feet; thence South 64°16'35" West a distance of 120.11 feet; thence North 87°39'28" West a distance of 434.68 feet to the point of beginning. (aka Proposed Block "H")

LESS AND EXCEPTING THEREFROM that portion lying within Royal Holladay Hills Subdivision #1, according to the official plat thereof, recorded July 7, 2020 as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 5:

Beginning at a point that is located North 00°03'51" West 803.13 feet along Section Line and West 207.35 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence North 41°18'43" West a distance of 319.00 feet; thence North 48°41'17" East a distance of 473.37 feet; thence South 41°18'43" East a distance of 319.00 feet; thence South 48°41'17" West a distance of 473.37 feet to the point of beginning. (aka Proposed Block "I")

LESS AND EXCEPTING THEREFROM that portion lying within Royal Holladay Hills Subdivision #1, according to the official plat thereof, recorded July 7, 2020 as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 6:

Beginning at a point that is located North 00°03'51" West 1799.35 feet along Section Line and West 113.51 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence along the West Right-of-Way line of Memory Lane the following four calls, South 00°00'59" East a distance of 38.90 feet; thence South 44°45'59" East a distance of 929.25 feet; thence South 46°48'01" West a distance of 200.20 feet to the beginning of a curve, said curve bears to the left through an angle of 42°03'08", having a radius of 127.34 feet along the arc a distance of 93.46 feet, and whose long chord bears South 25°46'27" West a distance of 91.38 feet; thence North 41°18'43" West a distance of 900.67 feet; thence South 86°11'56" West a distance of 187.05 feet; thence North 58°19'45" West a distance of 94.11 feet; thence North 31°40'15" East a distance of 8.56 feet to the beginning of a curve; said curve bears to the left through an angle of 34°52'38", having a radius of 29.00 feet along the arc a distance of 17.65 feet, and whose long chord bears North 14°13'56" East a distance of 17.38 feet; thence North 03°12'23"

West a distance of 121.48 feet to the beginning of a curve; said curve bears to the right through an angle of 12°00'50", having a radius of 100.00 feet along the arc a distance of 20.97 feet, and whose long chord bears North 02°48'02" East a distance of 20.93 feet; thence North 08°48'26" East a distance of 16.19 feet to the beginning of a curve; said curve bears to the left through an angle of 12°00'50", having a radius of 100.00 feet along the arc a distance of 20.97 feet, and whose long chord bears North 02°48'02" East a distance of 20.93 feet; thence North 03°12'23" West a distance of 144.94 feet; thence South 85°09'26" East a distance of 33.41 feet to the West property line of a tract of land whose owner of record is Utah Power and Light Company; thence along said Utah Power and Light property line the following three calls, South 03°30'59" East a distance of 72.00 feet; thence South 06°38'59" East a distance of 127.12 feet; thence North 78°59'01" East a distance of 179.85 feet to the West property line of a tract of land whose owner of record is Gadwall, LLC (Book: 10391 Page: 4494); thence along said West property line South 02°59'59" East a distance of 8.99 feet; thence along the South property line of said Gadwall, LLC property North 78°59'01" East a distance of 167.85 feet to the point of beginning. (aka Proposed Block "K")

LESS AND EXCEPTING THEREFROM that portion lying within Royal Holladay Hills Subdivision #1, according to the official plat thereof, recorded July 7, 2020 as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 7:

Beginning at a point that is located North 00°03'51" West 1355.23 feet along Section Line and West 61.76 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian; thence South 48°41'17" West a distance of 473.37 feet; thence North 41°18'43" West a distance of 102.76 feet; thence North 62°58'36" West a distance of 268.50 feet; thence North 31°40'15" East a distance of 170.77 feet; thence North 31°40'15" East a distance of 243.97 feet; thence South 58°19'45" East a distance of 94.11 feet; thence North 86°11'56" East a distance of 187.05 feet; thence South 41°18'43" East a distance of 269.78 feet to the point of beginning. (aka Proposed Block "J")

LESS AND EXCEPTING THEREFROM that portion lying within Royal Holladay Hills Subdivision #1, according to the official plat thereof, recorded July 7, 2020 as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 8:

Beginning at a point that is located along the South R.O.W. line of Murray Holladay Road; said point being North 00°03'51" West 1964.48 feet along Section Line and West 564.74 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian; thence South 52°39'04" East a distance of 31.15 feet, thence South 85°09'26" East a distance of 32.57 feet, thence South 03°12'23" East a distance of 144.94 feet to the beginning of a curve, said curve bears to the right through an angle of 12°00'50", having a radius of 100.00 feet along the arc a distance of 20.97 feet, and whose long chord bears South 02°48'02" West a distance of 20.93 feet, thence South 08°48'26" West a distance of 16.19 feet to the beginning of a curve, said curve bears to the left through an angle of 12°00'50", having a radius of 100.00 feet along the arc a distance of 20.97 feet, and whose long chord bears South 02°48'02" West a distance of 20.93 feet, thence South 03°12'23" East a distance of 121.48 feet to the beginning of a curve, said curve bears to the right through an angle of 34°52'38", having a radius of 29.00 feet along the arc a distance of 17.65 feet, and whose long chord bears South 14°13'56" West a distance of 17.38 feet, thence South 31°40'15" West a distance of 8.56 feet, thence South 31°40'15" West a distance of 243.97 feet, thence South 31°40'15" West a distance of 170.77 feet, thence North 60°16'35" West a distance of 384.41 feet, thence South 87°46'29" West a distance of 28.89 feet, thence North 02°51'06" West a distance of 515.70 feet, thence South 86°40'30" East a distance of 19.61 feet, thence North 43°40'39" East a distance of 29.03 feet to the South R.O.W. line of Murray Holladay Road, thence along said Murray Holladay Road South 89°47'36" East a distance of 507.65 feet to the point of beginning. (aka Proposed Block "B")

LESS AND EXCEPTING THEREFROM that portion lying within Royal Holladay Hills Subdivision #1, according to the official plat thereof, recorded July 7, 2020, as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 9:

Beginning at a point that is North 00°03'51" West 730.11 feet along Section Line and West 143.25 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian; thence South 02°20'32" West a distance of 744.79 feet, thence North 56°10'59" West a distance of 122.41 feet, thence North 39°48'39" West a distance of 489.59 feet, thence North 39°48'39" West a distance of 28.37 feet, thence North 48°41'17" East a distance of 531.98 feet, thence South 41°18'43" East a distance of 97.21 feet to the point of beginning. (Proposed Block "F")

LESS AND EXCEPTING THEREFROM that portion lying within Royal Holladay Hills Subdivision #1, according to the official plat thereof, recorded July 7, 2020, as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 10:

Beginning at a point that is located North 00°03'51" West 715.16 feet along Section Line and East 211.16 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian; thence South 87°39'28" East a distance of 79.95 feet; thence North 64°16'35" East a distance of 120.11 feet to the West Right-of-Way line of Memory Lane; thence along said Right-of-Way line of Memory Lane the following four calls, South 34°14'59" East a distance of 22.55 feet to the beginning of a curve; said curve bears to the right through 10°09'55", having a radius of 1121.28 feet along the arc a distance of 198.93 feet, and whose long chord bears South 29°10'02" East a distance of 198.67 feet to the beginning of a curve; said curve bears to the right through 08°28'05", having a radius of 1121.28 feet along the arc a distance of 165.72 feet, and whose long chord bears South 19°51'02" East a distance of 165.57 feet to the beginning of a curve; said curve bears to the right through 49°37'00", having a radius of 225.79 feet along the arc a distance of 195.53 feet, and whose long chord bears South 09°11'31" West a distance of 189.48 feet to the beginning of a curve on the North Right-of-Way line of Arbor Lane and running along said Right-of-Way line the following five calls; said curve bears to the right through 10°16'29", having a radius of 821.00 feet along the arc a distance of 147.23 feet along said North Right-of-Way line of Arbor Lane, and whose long chord bears South 39°08'15" West a distance of 147.03 feet to the beginning of a curve; said curve bears to the right through an angle of 09°18'31", having a radius of 821.00 feet along the arc a distance of 133.38 feet, and whose long chord bears South 48°55'45" West a distance of 133.24 feet to a point of intersection with a line; thence South 36°24'59" East a distance of 8.50 feet to the beginning of a curve; said curve bears to the right through an angle of 41°24'00", having a radius of 214.51 feet along the arc a distance of 155.00 feet, and whose long chord bears South 74°17'01" West a distance of 151.65 feet; thence North 85°00'59" West a distance of 83.75 feet; thence North 07°21'33" East a distance of 734.30 feet to the point of beginning. (aka Proposed Block "L")

PARCEL 11:

Block B Lot 1 and Block B Lot 2, ROYAL HOLLADAY HILLS SUBDIVISION #1, according to the official plat thereof, recorded July 7, 2020, as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 12:

Block C Lot 1 and Block C Lot 2, ROYAL HOLLADAY HILLS SUBDIVISION #1, according to the official plat thereof, recorded July 7, 2020, as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 13:

Intentionally deleted by Title Company.

PARCEL 14:

Parcel 1 and Parcel 2, ROYAL HOLLADAY HILLS SUBDIVISION #1, according to the official plat thereof, recorded July 7, 2020, as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 15:

The leasehold estate created by the Lease executed by JM Cheney Holladay Holdings, LLC and RL Cheney Holladay Holdings, LLC, as tenants in common (Landlord) and KMW Development L.L.C., a Utah limited liability company (Tenant), as disclosed in that certain Memorandum of Ground Lease recorded July 17, 2020, as Entry No. 13331428 in Book 10981 at Page 467, as to the following described land, to-wit:

Block C Lot 1 and Block C Lot 2, ROYAL HOLLADAY HILLS SUBDIVISION #1, according to the official plat thereof, recorded July 7, 2020, as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 16:

The leasehold estate created by the Lease executed by Peterbuilt HH, L.L.C., a Utah limited liability company (Landlord) and KMW Development, L.L.C., a Utah limited liability company (Tenant), as disclosed in that certain Memorandum of Ground Lease recorded June 22, 2020 as Entry No. 13305290 in Book 10965 at Page 5334, as to the following described tracts 1 through 7, to-wit:

Tract 1:

Beginning at a point that is located North 00°03'51" West 1431.39 feet along Section Line and West 1086.95 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 87°46'29" West a distance of 213.43 feet to the beginning of a curve which represents the East Right-of-Way line of Highland Drive; said curve bears to the right through 13°32'49", having a radius of 1381.83 feet along the arc a distance of 326.72 feet, and whose long chord bears North 12°33'01" West a distance of 325.96 feet along said Highland Drive; thence continuing along said Highland Drive to the beginning of a spiral curve consisting of the following ten calls: Said curve bears to the right through 00°43'03", having a radius of 1430.07 feet along the arc a distance of 17.91 feet, and whose long chord bears North 05°15'53" West a distance of 17.91 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°41'32", having a radius of 1626.35 feet along the arc a distance of 19.65 feet, and whose long chord bears North 04°34'00" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°36'39", having a radius of 1843.20 feet along the arc a distance of 19.65 feet, and whose long chord bears North 03°54'54" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°31'46", having a radius of 2126.77 feet along the arc a distance of 19.65 feet, and whose long chord bears North 03°20'42" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°26'53", having a radius of 2513.45 feet along the arc a distance of 19.65 feet, and whose long chord bears North 02°51'23" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°21'59", having a radius of 3072.00 feet along the arc a distance of 19.65 feet, and whose long chord bears North 02°26'57" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°17'06", having a radius of 3949.71 feet along the arc a distance of 19.65 feet, and whose long chord bears North 02°07'24" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°12'13", having a radius of 5529.60 feet along the arc a distance of 19.65 feet, and whose long chord bears North 01°52'45" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°07'20", having a radius of 9216.00 feet along the arc a distance of 19.65 feet, and whose long chord bears North 01°42'58" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through an angle of 00°01'38", having a radius of 41472.00 feet along the arc a distance of 19.65 feet and whose long chord bears North 01°38'05" West a distance of 19.65 feet to a point of intersection with a line; thence North 01°43'40" West along said East Right-of-Way line of Highland Drive a distance of 3.89 feet; thence South 88°12'51" West along said East Right-of-Way line of Highland Drive a distance of 10.00 feet; thence North 01°43'40" West along said East Right-of-Way line of Highland Drive a distance of 43.18 feet to the South Right-of-Way line of Murray Holladay Road; thence South 89° 47' 36" East along said Murray Holladay Road a distance of 144.66 feet; thence South 00°11'01" West along said Murray Holladay Road a distance of 15.00 feet; thence South 89°47'36" East along said Murray Holladay Road a distance of 95.80 feet; thence South 46°19'21" East a distance of 27.52 feet; thence South 86°40'30" East a distance of 19.61 feet; thence South 02°51'06" East a distance of 260.03 feet; thence South 02°51'06" East a distance of 255.68 feet to the point of beginning. (aka Proposed Block "A")

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Tract 2:

Beginning at a point that is located North 00°03'51" West 803.13 feet along Section Line and West 207.35 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 48°41'17" West a distance of 531.98 feet to the East Right-of-Way line of Highland Drive; thence North 39°48'39" West along said East Right-of-Way line of Highland Drive a distance of 319.11 feet; thence North 48°41'17" East a distance of 523.62 feet; thence South 41°18'43" East a distance of 319.00 feet to the point of beginning. (aka Proposed Block "E")

Tract 3:

Beginning at a point that is located North 00°03'51" West 715.61 feet along Section Line and East 211.16 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 07°21'33" West a distance of 734.30 feet to the North Right-of-Way line of Arbor Lane; thence along said North Right-of-Way line of Arbor Lane North 85°00'59" West a distance of 140.36 feet; thence North 63°22'13" West a distance of 135.83 feet; thence North 02°20'32" East a distance of 18.68 feet; thence North 87°03'34" West a distance of 26.50 feet; thence North 02°20'32" East a distance of 650.20 feet; thence South 87°39'28" East a distance of 354.73 feet to the point of beginning. (aka Proposed Block "G")

Tract 4:

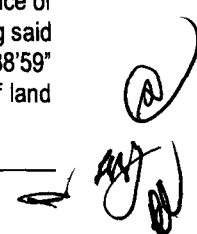
Beginning at a point that is located North 00°03'51" West 730.11 feet along Section Line and West 143.25 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence North 41°18'43" West a distance of 97.21 feet; thence North 48°41'17" East a distance of 473.37 feet; thence South 41°18'43" East a distance of 311.89 feet to the beginning of a curve that represents the West Right-of-Way line of Memory Lane; said curve bears to the left through an angle of 38°59'52", having a radius of 127.34 feet along the arc a distance of 86.67 feet, and whose long chord bears South 14°45'03" East a distance of 85.01 feet; thence South 34°14'59" East along said West Right-of-Way line of Memory Lane a distance of 41.95 feet; thence South 64°16'35" West a distance of 120.11 feet; thence North 87°39'28" West a distance of 434.68 feet to the point of beginning. (aka Proposed Block "H")

Tract 5:

Beginning at a point that is located North 00°03'51" West 803.13 feet along Section Line and West 207.35 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence North 41°18'43" West a distance of 319.00 feet; thence North 48°41'17" East a distance of 473.37 feet; thence South 41°18'43" East a distance of 319.00 feet; thence South 48°41'17" West a distance of 473.37 feet to the point of beginning. (aka Proposed Block "I")

Tract 6:

Beginning at a point that is located North 00°03'51" West 1799.35 feet along Section Line and West 113.51 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence along the West Right-of-Way line of Memory Lane the following four calls, South 00°00'59" East a distance of 38.90 feet; thence South 44°45'59" East a distance of 929.25 feet; thence South 46°48'01" West a distance of 200.20 feet to the beginning of a curve, said curve bears to the left through an angle of 42°03'08", having a radius of 127.34 feet along the arc a distance of 93.46 feet, and whose long chord bears South 25°46'27" West a distance of 91.38 feet; thence North 41°18'43" West a distance of 900.67 feet; thence South 86°11'56" West a distance of 187.05 feet; thence North 58°19'45" West a distance of 94.11 feet; thence North 31°40'15" East a distance of 8.56 feet to the beginning of a curve; said curve bears to the left through an angle of 34°52'38", having a radius of 29.00 feet along the arc a distance of 17.65 feet, and whose long chord bears North 14°13'56" East a distance of 17.38 feet; thence North 03°12'23" West a distance of 121.48 feet to the beginning of a curve; said curve bears to the right through an angle of 12°00'50", having a radius of 100.00 feet along the arc a distance of 20.97 feet, and whose long chord bears North 02°48'02" East a distance of 20.93 feet; thence North 08°48'26" East a distance of 16.19 feet to the beginning of a curve; said curve bears to the left through an angle of 12°00'50", having a radius of 100.00 feet along the arc a distance of 20.97 feet, and whose long chord bears North 02°48'02" East a distance of 20.93 feet; thence North 03°12'23" West a distance of 144.94 feet; thence South 85°09'26" East a distance of 33.41 feet to the West property line of a tract of land whose owner of record is Utah Power and Light Company; thence along said Utah Power and Light property line the following three calls, South 03°30'59" East a distance of 72.00 feet; thence South 06°38'59" East a distance of 127.12 feet; thence North 78°59'01" East a distance of 179.85 feet to the West property line of a tract of land



whose owner of record is Gadwall, LLC (Book: 10391 Page: 4494); thence along said West property line South 02°59'59" East a distance of 8.99 feet; thence along the South property line of said Gadwall, LLC property North 78°59'01" East a distance of 167.85 feet to the point of beginning. (aka Proposed Block "K")

Tract 7:

Beginning at a point that is located North 00°03'51" West 1355.23 feet along Section Line and West 61.76 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian; thence South 48°41'17" West a distance of 473.37 feet; thence North 41°18'43" West a distance of 102.76 feet; thence North 62°58'36" West a distance of 268.50 feet; thence North 31°40'15" East a distance of 170.77 feet; thence North 31°40'15" East a distance of 243.97 feet; thence South 58°19'45" East a distance of 94.11 feet; thence North 86°11'56" East a distance of 187.05 feet; thence South 41°18'43" East a distance of 269.78 feet to the point of beginning. (aka Proposed Block "J")

PARCEL 17:

An Easement Interest for Access contained in that certain Holladay Hills Development And Reciprocal Easement Agreement by and between Peterbuilt HH, L.L.C., a Utah limited liability company and KMW Development, L.L.C., a Utah limited liability company, dated June 15, 2020, and evidenced by that certain Memorandum of Holladay Hills Development and Reciprocal Easements Agreement, recorded June 22, 2020, as Entry No. 13305289 in Book 10965 at Page 5324 in the office of the Salt Lake County Recorder.

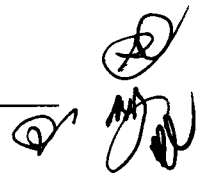
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Exhibit B

Amended and Restated Legal Description

That certain real property located in Salt Lake County, State of Utah, more particularly described as follows:

PARCEL 1:

Block A, ROYAL HOLLADAY HILLS SUBDIVISION #2, according to the official plat thereof recorded June 25, 2021 as Entry No. 13700581 in Book 2021P at Page 171 in the office of the Salt Lake County Recorder.

PARCEL 2:

Block E, ROYAL HOLLADAY HILLS SUBDIVISION #2, according to the official plat thereof recorded June 25, 2021 as Entry No. 13700581 in Book 2021P at Page 171 in the office of the Salt Lake County Recorder.

PARCEL 3:

Block G, ROYAL HOLLADAY HILLS SUBDIVISION #2, according to the official plat thereof recorded June 25, 2021 as Entry No. 13700581 in Book 2021P at Page 171 in the office of the Salt Lake County Recorder.

PARCEL 4:

Block H Lot 1 and Block H Lot 2, ROYAL HOLLADAY HILLS SUBDIVISION #2, according to the official plat thereof recorded June 25, 2021 as Entry No. 13700581 in Book 2021P at Page 171 in the office of the Salt Lake County Recorder.

PARCEL 5:

Block I, ROYAL HOLLADAY HILLS SUBDIVISION #2, according to the official plat thereof recorded June 25, 2021 as Entry No. 13700581 in Book 2021P at Page 171 in the office of the Salt Lake County Recorder.

PARCEL 6:

Block K Lot 1 and Block K Lot 2, ROYAL HOLLADAY HILLS SUBDIVISION #2, according to the official plat thereof recorded June 25, 2021 as Entry No. 13700581 in Book 2021P at Page 171 in the office of the Salt Lake County Recorder.

PARCEL 7:

Block J, ROYAL HOLLADAY HILLS SUBDIVISION #2, according to the official plat thereof recorded June 25, 2021 as Entry No. 13700581 in Book 2021P at Page 171 in the office of the Salt Lake County Recorder.

PARCEL 8:

Block B, ROYAL HOLLADAY HILLS SUBDIVISION #2, according to the official plat thereof recorded June 25, 2021 as Entry No. 13700581 in Book 2021P at Page 171 in the office of the Salt Lake County Recorder.

PARCEL 9:

Block F, ROYAL HOLLADAY HILLS SUBDIVISION #2, according to the official plat thereof recorded June 25, 2021 as Entry No. 13700581 in Book 2021P at Page 171 in the office of the Salt Lake County Recorder.

PARCEL 10:

All of Lots 1, 1-A, 2, 2-A, 3, 3-A, 4, 4-A, 5, 5-A, 6 and 6-A, ROYAL HOLLADAY HILLS BLOCK L PHASE 1, according to the official plat thereof, recorded November 2, 2021 as Entry No. 13814082 in Book 2021P at Page 279 in the office of the Salt Lake County Recorder.

PARCEL 12:

Block C, ROYAL HOLLADAY HILLS SUBDIVISION #2, according to the official plat thereof recorded June 25, 2021 as Entry No. 13700581 in Book 2021P at Page 171 in the office of the Salt Lake County Recorder.

Handwritten signature and initials in black ink, appearing to be 'BU' with a flourish above it.

PARCEL 18:

A non-exclusive easement for vehicular, non-vehicular, and pedestrian ingress and egress, as set forth and disclosed by that certain Declaration of Easements, Covenants, and Restrictions Regarding Common Areas for Royal Holladay Hills Subdivision, recorded December 3, 2021 as Entry No. 13839649 in Book 11278 at Page 4 in the office of the Salt Lake County Recorder.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.