

WHEN RECORDED, RETURN TO:

WPR Road and Fire District
36 South State Street, Suite 500
Salt Lake City, UT 84111
Attn: Vance Bostock

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT ("**First Amendment**") is made and entered into by and between WASATCH PEAKS RANCH, LLC, a Delaware limited liability company ("**WPR**") and WPR ROAD AND FIRE DISTRICT, a Utah independent local district, its successors and assigns ("**District**") as of the date the last Party executes this Agreement (the "**Effective Date**"). WPR and District are at time referred to herein individually as a "**Party**", and collectively as "**Parties**".

WHEREAS, WPR recorded that certain Easement Agreement effective as of July 20, 2022 ("**Agreement**") and recorded in the official records of the Morgan County Recorder, Morgan County, Utah ("**Official Records**") on October 6, 2022, as Document No. 162095 in Book 395, Page 999.

WHEREAS, WPR and District entered into that Agreement to create such access and use rights as District requires to fulfill its obligations as a local district duly formed in accordance with Utah law and pursuant to the Master Declaration of Covenants, Conditions, Restrictions, and Reservations of Easements, as the same may be amended and supplemented from time to time, recorded in the Official Records on May 3, 2022, as Entry No. 160853 in Book 391, Pages 402-534 ("**Declaration**");

WHEREAS, WPR recorded that certain Final Plat Wasatch Peaks Ranch Plat 1 in the Morgan County, Utah records on May 3, 2022, as Entry No. 160852 in Book 391, Pages 382-401 (the "**Original Plat**");

WHEREAS, The, Final Plat Wasatch Peaks Ranch Plat 1, First Amendment ("**First Amended Plat**"), which real property is more particularly described on Exhibit A-1, attached hereto and incorporated herein by reference ("**Property**") has been, will concurrently be, or will shortly be recorded in the Official Records on May 1, 2023, as Document No. 163347 in Book 399, Pages 237;

NOW, THEREFORE, in consideration of the promises and agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are incorporated as though fully set forth herein.

2. **Defined Terms.** Capitalized terms used and not defined herein have the meanings set forth in the Declaration.
3. **Amendment and Restatement of Exhibit A.** Exhibit A to the Agreement is hereby deleted in its entirety and replaced with Exhibit A-1 attached hereto. All references in the Agreement to the term "Property" are hereby amended to mean and refer to the description of the Property set forth in attached Exhibit A-1 to this First Amendment.
4. **Consistency and Priority of Title.** Except as set forth in this First Amendment, the Agreement remains unchanged and continues in full force and effect. Nothing in this First Amendment, including the fact that it has been recorded later than the Agreement, shall be interpreted to modify the Agreement's priority of title. The Agreement shall maintain, and the District shall have the full benefit of the Agreement's priority of title. In the event of any conflict between the Agreement and this First Amendment, the terms of this First Amendment control.

5. **Miscellaneous Provisions.**

- a. Governing Law. The validity and effect of this First Amendment shall be determined in accordance with the laws of the State of Utah without regard to its choice of law principles.
- b. Headings for Convenience. All headings and used herein are for convenience only and are of no meaning in the interpretation or effect of this First Amendment.
- c. Notices. All notices or other communications required or permitted by this First Amendment shall be in writing and shall be deemed given when personally delivered or in lieu of such personal service, five (5) business days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party. Any notice shall be addressed as follows:

If to WPR: Wasatch Peaks Ranch, LLC
 36 South State Street, Suite 500
 Salt Lake City, UT 84111

If to District: WPR Road and Fire District
 36 South State Street, Suite 500
 Salt Lake City, UT 84111

Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.

- d. Consistency. Except as set forth in this First Amendment, the Agreement remains unchanged, continues in full force and effect, and is hereby ratified and confirmed. In the event of any conflict between the Agreement and this First Amendment, the terms of this First Amendment control.
- e. Counterparts. This First Amendment may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which, when executed (which execution shall be valid whether completed and delivered on paper or via electronic or digital means), shall constitute one and the same instrument.
- f. Construction. In this First Amendment, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa. The terms “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation.” The Parties acknowledge that each was actively involved in the negotiation and drafting of this First Amendment and that no law or rule of construction shall be raised or used in which the provisions of this First Amendment shall be construed in favor of or against any Party because one is deemed to be the author thereof. Captions or titles used herein are for convenience of reference only and do not affect the meaning or intent hereof.

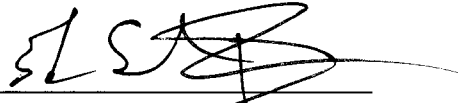
[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, WPR has caused its corporate name to be hereunto affixed by its duly authorized officer this 1 day of MAY, 2023.

WPR:

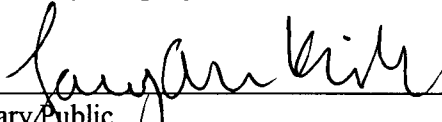
WASATCH PEAKS RANCH, LLC,
a Delaware limited liability company

By: WASATCH PEAKS RANCH
MANAGEMENT, LLC, Its Manager

By: 
Name: Ed Schultz
Its: Authorized Officer

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on MAY 1, 2023, by Ed Schultz, as Authorized Officer of Wasatch Peaks Ranch Management, LLC, as Manager of Wasatch Peaks Ranch, LLC, a Delaware limited liability company.



Notary Public

Residing at: SALT LAKE CITY, UT

My Commission Expires:

NOV 2, 2025

[Signature page to First Amendment (WPR Road and Fire) Easement Agreement]

EXHIBIT A-1

Legal Description of the Property

A parcel of land lying and situated in the south half of Section 2 and the north half of Section 11, Township 4 North, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the southeast corner of Lot C7 of Wasatch Peaks Ranch Plat 1, as recorded on May 3, 2022, Entry No. 160852, in the office of the Morgan County Recorder, said point also being 535.09 feet North 89°22'17" West and 58.24 feet North 00°37'43" East from the Southeast Corner of Section 2, Township 4 North, Range 1 East, Salt Lake Base and Meridian, said Southeast Corner being a 3" aluminum cap set by the Morgan County Surveyor in 2021 and running thence, along the westerly line of Peaks View Drive as shown on said Wasatch Peaks Ranch Plat 1, the following eight (8) courses: (1) southwesterly 439.61 feet along the arc of a 250.00 foot radius curve to the right, through a central angle of 100°45'02", chord bears South 26°00'50" West 385.12 feet, (2) South 76°23'20" West 252.84 feet, (3) westerly 235.66 feet along the arc of a 975.00 foot radius curve to the right, through a central angle of 13°50'56", chord bears South 83°18'48" West 235.09 feet, (4) North 89°45'44" West 171.79 feet, (5) westerly 153.65 feet along the arc of a 975.00 foot radius curve to the right, through a central angle of 9°01'45", chord bears North 85°14'52" West 153.49 feet, (6) North 80°43'59" West 165.86 feet, (7) southwesterly 427.57 feet along the arc of a 275.00 foot radius curve to the left, through a central angle of 89°05'01", chord bears South 54°43'31" West 385.79 feet, (8) South 10°11'00" West 240.90 feet to the extension of the southerly line of Meadow View Drive, as shown on said Wasatch Peaks Ranch Plat 1, thence, along said extension of the southerly line of Meadow View Drive and the southerly line of Meadow View Drive the following seven (7) courses: (1) South 79°49'00" East 91.86 feet, (2) southeasterly 44.41 feet along the arc of a 125.00 foot radius curve to the right, through a central angle of 20°21'15", chord bears South 69°38'22" East 44.17 feet, (3) South 59°27'45" East 182.87 feet, (4) southeasterly 123.26 feet along the arc of a 175.00 foot radius curve to the right, through a central angle of 40°21'27", chord bears South 39°17'01" East 120.73 feet, (5) South 19°06'18" East 252.78 feet, (6) southeasterly 152.66 feet along the arc of a 275.00 foot radius curve to the left, through a central angle of 31°48'25", chord bears South 35°00'31" East 150.71 feet, (7) South 50°54'43" East 78.22 feet to the south line of Lot E18 of said Wasatch Peaks Ranch Plat 1; thence, along said south line of Lot E18, the following two (2) courses: (1) South 42°13'53" West 34.80 feet, (2) South 82°19'38" West 574.02 feet to the boundary line of said Wasatch Peaks Plat 1, thence, along said boundary line of Wasatch Peaks Plat 1, North 33°23'44" West 53.98 feet to the south line of said Peaks View Drive as shown on said Wasatch Peaks Ranch Plat 1; thence, along said south line of Peaks View Drive, southwesterly 107.95 feet along the arc of a 275.00 foot non-tangent radius curve to the right, through a central angle of 22°29'25", chord bears South 68°38'37" West 107.25 feet; thence South 79°53'19" West 50.06 feet; thence southwesterly 204.03 feet along the arc of a 125.00 foot radius curve to the left, through a central angle of 93°31'13", chord bears South 33°07'42" West 182.12 feet; thence southeasterly 28.56 feet along the arc of a 15.00 foot radius curve to the left, through a central angle of 109°06'12", chord bears South 68°11'00" East 24.44 feet; thence North 57°15'54" East 4.02 feet; thence northeasterly 5.99 feet along the arc of a 51.00 foot radius curve to the right, through a central angle of 6°43'42", chord bears North 60°37'45" East 5.99 feet; thence South 24°34'14" East 42.08 feet; thence South 57°15'54" West 4.80 feet; thence southerly

24.88 feet along the arc of a 15.00 foot radius curve to the left, through a central angle of 95°02'39", chord bears South 09°44'34" West 22.13 feet; thence South 37°46'45" East 10.05 feet; thence South 57°47'36" West 50.14 feet; thence North 44°54'15" West 10.26 feet; thence westerly 20.38 feet along the arc of a 15.00 foot radius curve to the left, through a central angle of 77°49'51", chord bears North 83°49'11" West 18.85 feet; thence South 57°15'54" West 14.72 feet; thence westerly 127.33 feet along the arc of a 225.00 foot radius curve to the right, through a central angle of 32°25'25", chord bears South 73°28'36" West 125.64 feet; thence South 89°41'19" West 91.69 feet; thence northwesterly 89.15 feet along the arc of a 125.00 foot radius curve to the right, through a central angle of 40°51'50", chord bears North 69°52'46" West 87.27 feet; thence South 89°41'19" West 148.74 feet; thence North 20°43'28" West 110.96 feet; thence North 03°43'47" West 60.61 feet; thence North 04°49'30" East 47.03 feet; thence North 02°01'42" West 112.46 feet; thence North 03°23'40" West 130.33 feet; thence North 03°13'43" West 119.71 feet; thence North 07°39'13" West 144.73 feet; thence northeasterly 90.94 feet along the arc of a 85.00 foot radius curve to the right, through a central angle of 61°17'50", chord bears North 55°24'11" East 86.66 feet to the boundary line of Open Space "B" of said Wasatch Peaks Ranch Plat 1; thence, along the boundary of said Open Space "B", the following nine (9) courses: (1) North 06°40'37" West 148.35 feet, (2) North 21°43'02" West 374.14 feet, (3) North 01°33'54" East 683.04 feet, (4) North 88°10'33" East 587.96 feet, (5) South 86°28'53" East 820.70 feet, (6) North 59°24'48" East 24.30 feet, (7) southeasterly 464.15 feet along the arc of a 275.00 foot radius curve to the left, through a central angle of 96°42'15", chord bears South 78°56'20" East 410.98 feet, (8) South 37°17'27" East 296.05 feet, (9) North 57°52'49" East 446.08 feet to the Point of Beginning.

Contains 2,441,068 Square Feet or 56.039 Acres

Parcel Nos. 00-0090-3141, 00-0090-3142, 00-0090-3143, 00-0090-3144, 00-0090-3145, 00-0090-3146, 00-0090-3147, 00-0090-3148, 00-0090-3149, 00-0090-3150, 00-0090-3151, 00-0090-3152, 00-0090-3153, 00-0090-3154, 00-0090-3155, 00-0090-3156, 00-0090-3157, 00-0090-3158, 00-0090-3159, 00-0090-3160, 00-0090-3161, 00-0090-3162, 00-0090-3163, 00-0090-3164, 00-0090-3165, 00-0090-3166, 00-0090-3167, 00-0090-3168, 00-0090-3169, 00-0090-3170, 00-0090-3171, 00-0090-3172, 00-0090-3173, 00-0090-3174, 00-0090-3175, 00-0090-3176, 00-0090-3177, 00-0090-3178, 00-0090-3179, 00-0090-3180, 00-0090-3181, 00-0090-3182, 00-0090-3183, 00-0090-3184, 00-0090-3185, 00-0090-3186, 00-0090-3187, 00-0090-3188, 00-0090-3189, 00-0090-3190, 00-0090-3191, 00-0090-3192, 00-0090-3193, 00-0090-3194, 00-0090-3195, 00-0090-3196, 00-0090-3197 and 00-0091-9321, 00-0091-9322, 00-0091-9323, 00-0091-9324, 00-0091-9325, 00-0091-9326, 00-0091-9327, 00-0091-9328, 00-0091-9329, 00-0091-9330, 00-0091-9331, 00-0091-9332, 00-0091-9333, 00-0091-9334, 00-0091-9335, 00-0091-9336, 00-0091-9337, 00-0091-9338, 00-0091-9339

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