

When Recorded, Mail To:

Holland & Hart LLP
Overnight: 645 South Cache Street, Suite 100
Mail: P.O. Box 68
Jackson, Wyoming 83001
Attention: Brad Flynt

Ent 526460 Bk 1427 Pg 930-939
Date: 03-NOV-2022 10:58:33AM
Fee: \$328.00 Check Filed By: HP
MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: BENLOCH RANCH LAND COMPANY LLC

APN: 20-9370 and 21-5550

**TEMPORARY TURNAROUND
EASEMENT AGREEMENT**

THIS TEMPORARY TURNAROUND EASEMENT AGREEMENT (this “*Agreement*”) is entered into this 17 day of September, 2022, by and between **AJ FIRESIDE PARK CITY LLC**, a Delaware limited liability company (“*Grantor*”), and **WASATCH COUNTY, UTAH**, a political subdivision of the State of Utah (“*Grantee*”). Grantor and Grantee shall also be referred to hereinafter individually as a “*Party*,” and collectively as the “*Parties*.”

R E C I T A L S

- A. Grantor is the owner of that certain real property located in Wasatch County, Utah, described on the attached Exhibit A-1 and depicted in attached Exhibit A-2 (the “**Turnaround Easement Property**”).
- B. In connection with the entitling, mapping, and development of the Benloch Ranch Phase 1A Subdivision, as more particularly described on Exhibit B (the “**Phase 1A Subdivision**”), Grantee desires to obtain from Grantor, and Grantor desires to grant to Grantee, a temporary turnaround easement for emergency vehicle access over the Turnaround Easement Property.

A G R E E M E N T

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms, conditions, covenants, agreements, and restrictions in this Agreement, the Parties hereby agree as follows:

1. Grant of Turnaround Easement. Grantor hereby grants and conveys to Grantee a temporary, non-exclusive easement (the “**Turnaround Easement**”) over the Turnaround Easement Property for ingress, egress, and turnaround of any and all emergency vehicles providing emergency services to any portion of the Phase 1A Subdivision. For purposes of this Agreement, the term “emergency vehicles” shall include all vehicles and apparatus utilized for emergency services, including, but not limited to, fire, police, ambulance, and other public emergency and response needs. Grantor hereby reserves the right to use the Turnaround

Easement Property, and to permit others to use the Turnaround Easement Property, so long as such use does not unreasonably interfere with Grantee's rights hereunder.

2. No Alteration. Grantor hereby covenants with Grantee that Grantor shall not undertake any activity in relation to the Turnaround Easement Property that may impair the appearance or normal function thereof. Grantor hereby further covenants that the Turnaround Easement Property shall not be gated, obstructed, or blocked in any manner, unless the same complies with all applicable codes, laws, and ordinances, and is also pre-approved in writing by Grantee and all entities providing emergency services to the Phase 1A Subdivision.

3. Condemnation. Grantee shall not, by reason of the easement created pursuant to this Agreement, have any right to any award or payment received by Grantor as a result of Grantor's property being taken through an exercise of the power of eminent domain.

4. Term. The terms and provisions of this Agreement shall expire at such time as that portion of the proposed Benloch Ranch Road or should this be Skyfall Drive that traverses the Benloch Ranch Subdivision is improved to the degree sufficient to provide an adequate, alternative means of emergency vehicle access and turnaround for the provision of emergency services to the Phase 1A Subdivision.

5. Maintenance. During the term of this Agreement, Grantee shall maintain and repair, or cause to be maintained and repaired, the Turnaround Easement Property, and shall keep any improvements associated therewith in good condition and repair, clean, free of rubbish and other hazards, and otherwise in accordance with the requirements of any governing authority.

6. Indemnity. Grantee shall, at Grantee's sole cost and expense and with counsel reasonably acceptable to Grantor, indemnify, defend, and hold harmless Grantor from and against all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action, assessments, fines and penalties of any kind, including, but not limited to, court costs and attorneys' fees, arising out of or relating to the Turnaround Easement or this Agreement, directly or indirectly resulting from any cause, event, or occurrence, except Grantor's gross negligence or willful misconduct. This indemnification includes, without limitation, claims for: (i) the acts and omissions of the Grantee or Grantee's Permittees; or (ii) the use of the Turnaround Easement or the exercise of its/their rights under this Agreement by the Grantee, or Grantee's Permittees, or its/their successors or assigns, and its/their agents, servants, employees, consultants and/or contractors. The term "Permittees" means any successors, assigns, and entities providing emergency services to any portion of the Phase 1A Subdivision. The terms and conditions of this Section shall survive the expiration of this Agreement.

7. Miscellaneous.

7.1 Run with the Land/Successors. This Agreement is a covenant running with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns. This Agreement shall bind and burden the Turnaround Easement Property and any owner or occupant of all or any

portion thereof, and this Agreement shall bind, benefit, and burden the Phase 1A Subdivision and any owner or occupant of all or any portion thereof.

7.2 Court Costs and Attorneys' Fees. If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters relating to this Agreement, all costs and expenses of the prevailing Party to such action, suit, or proceeding, including reasonable attorneys' fees and costs, shall be paid by the non-prevailing Party.

7.3 No Third-Party Beneficiaries. In assuming and performing the obligations of this Agreement, Grantor and Grantee are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent, or employee of the other. There is no intent by either party to create or establish third-party beneficiary status or rights in any third party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and Grantor and Grantee expressly disclaim any such third-party benefit.

7.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

7.5 Governing Law; Binding Effect. This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Venue for any action, suit, or proceeding relating to this Agreement shall lie in the state and federal courts located in Wasatch County, Utah.

7.6 Amendments. Any amendment, alteration, change, or modification of or to this Agreement, shall be made by written instrument executed by the Parties. Any such amendment, alteration, change, or modification not so signed shall be void ab initio and without effect.

7.7 Interpretation. When required by the context of this Agreement, the singular shall include the plural. Both Parties certify to their full familiarity with the provisions hereof and acknowledge that this Agreement was extensively negotiated by both Parties, each of which was represented by counsel, and the provisions hereof shall be interpreted to give effect to the meaning of the Parties without prejudice to either Party as alleged draftsman hereof.

7.8 Paragraph Headings. The headings of the several paragraphs of this Agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction of any term or provision hereof.

7.9 Additional Actions and Documents. The Parties agree to take such additional actions and execute such additional documents as may be necessary or proper to carry out the transactions contemplated by this Agreement.

EXHIBIT A-1

Description of the Turnaround Easement Property

LEGAL DESCRIPTION

PART OF THE NORTH HALF OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, AND PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BENLOCH RANCH ROAD, SAID POINT BEING N89°31'27"E, 6017.58 FEET AND S00°28'33"E, 632.41 FEET FROM A FOUND BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST (SAID SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST BEING S89°31'27"W, 16027.88 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT); AND RUNNING THENCE S35°11'22"W, 99.40 FEET TO THE BEGINNING OF A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 109.31 FEET, A DELTA ANGLE OF 50°06'15", A CHORD BEARING OF N10°07'54"E, AND A CHORD LENGTH OF 105.86 FEET; THENCE S80°47'54"W, 48.95 FEET; THENCE N33°53'57"W, 177.36 FEET; THENCE S60°30'43"W, 281.65 FEET; THENCE S61°30'31"W, 17.00 FEET TO THE TRUE POINT OF BEGINNING AND ALSO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 309.45 FEET, A DELTA ANGLE OF 295°30'23", A CHORD BEARING OF S61°22'52"W, AND A CHORD LENGTH OF 64.03 FEET; THENCE N61°22'52"E, 64.03 FEET TO THE TRUE POINT OF BEGINNING.

AREA COMPRISING 10908.17 SF OR 0.2504 AC, MORE OR LESS.



EXHIBIT A-2

Depiction of the Turnaround Easement Property

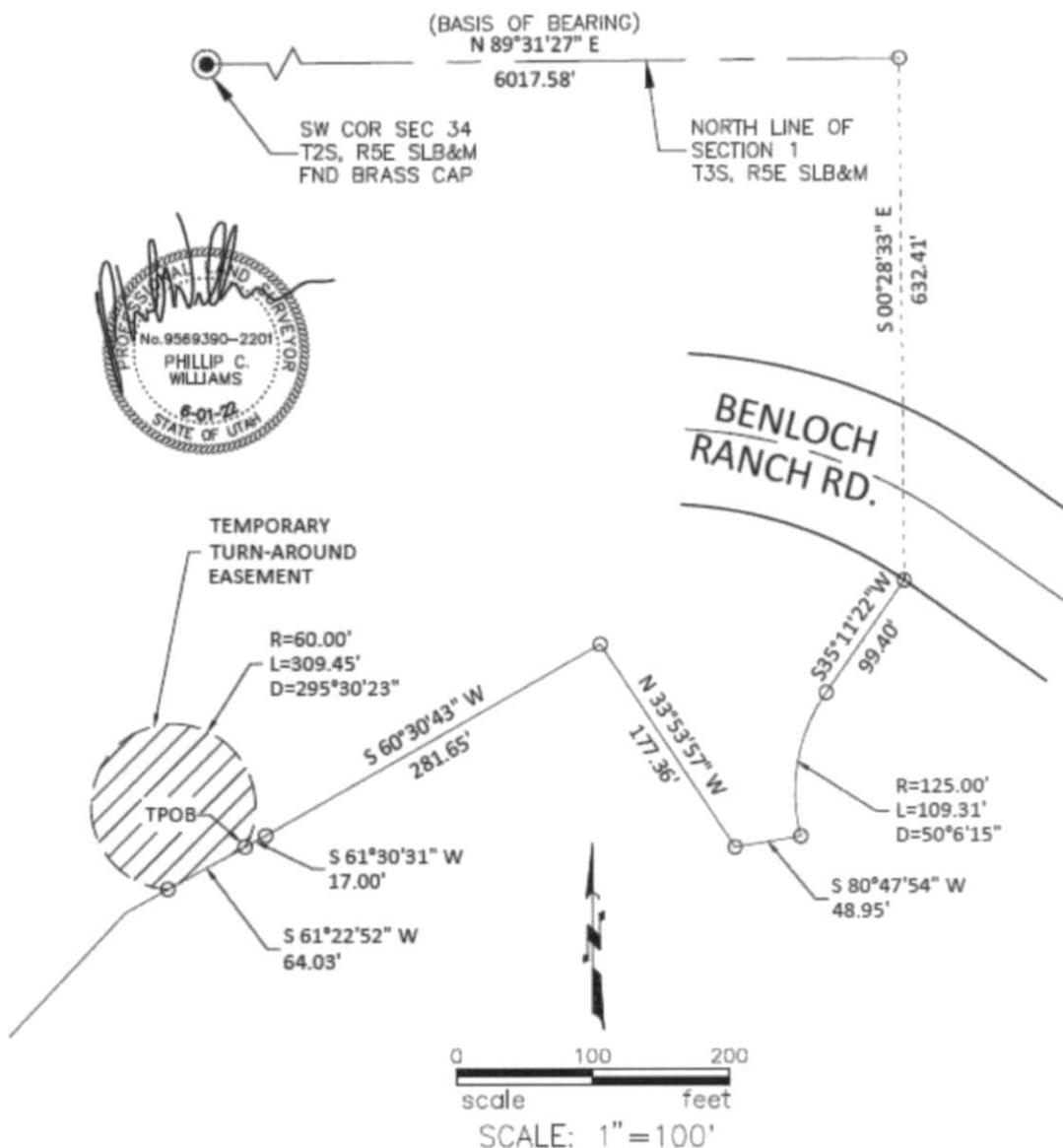


EXHIBIT B

Legal Description of the Phase 1A Subdivision

LEGAL DESCRIPTION - PHASE 1A:

BOUNDARY DESCRIPTION:

PART OF THE NORTH HALF OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, AND PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BENLOCH RANCH ROAD, SAID POINT BEING N89°31'27"E, 6017.58 FEET AND S00°28'33"E, 632.41 FEET FROM A FOUND BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST (SAID SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST BEING S89°31'27"W, 16027.88 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT); AND RUNNING THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING NINE (9) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 320.00 FEET, AN ARC LENGTH OF 5.01 FEET, A DELTA ANGLE OF 00°53'50", A CHORD BEARING OF S55°15'54"E, AND A CHORD LENGTH OF 5.01 FEET; (2) S54°48'59"E, 122.63 FEET; (3) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1555.00 FEET, AN ARC LENGTH OF 306.88 FEET, A DELTA ANGLE OF 11°18'26", A CHORD BEARING OF S60°28'12"E, AND A CHORD LENGTH OF 306.38 FEET; (4) S66°07'25"E, 96.62 FEET; (5) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 130.00 FEET, AN ARC LENGTH OF 174.51 FEET, A DELTA ANGLE OF 76°54'53", A CHORD BEARING OF S65°16'58"W, AND A CHORD LENGTH OF 161.70 FEET; (6) N76°15'35"W, 70.30 FEET; AND (7) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 183.60 FEET, A DELTA ANGLE OF 150°16'32", A CHORD BEARING OF S28°36'09"W, AND A CHORD LENGTH OF 135.32 FEET; (8) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 220.00 FEET, AN ARC LENGTH OF 88.63 FEET, A DELTA ANGLE OF 23°04'52", A CHORD BEARING OF S34°59'41"E, AND A CHORD LENGTH OF 88.03 FEET; (9) THENCE N70°26'30"E, 2.20 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 210.00 FEET, AN ARC LENGTH OF 159.20 FEET, A DELTA ANGLE OF 43°26'05", A CHORD BEARING OF S87°50'27"E, AND A CHORD LENGTH OF 155.41 FEET; THENCE S66°07'25"E, 119.49 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 960.00 FEET, AN ARC LENGTH OF 205.62 FEET, A DELTA ANGLE OF 12°16'19", A CHORD BEARING OF S72°15'34"E, AND A CHORD LENGTH OF 205.22 FEET; THENCE S78°23'44"E, 294.77 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 101.24 FEET, A DELTA ANGLE OF 96°40'37", A CHORD BEARING OF S30°03'26"E, AND A CHORD LENGTH OF 89.65 FEET; THENCE S71°43'07"E, 72.06 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 192.90 FEET, AN

ARC LENGTH OF 14.67 FEET, A DELTA ANGLE OF 04°21'23", A CHORD BEARING OF N63°43'47"E, AND A CHORD LENGTH OF 14.66 FEET; THENCE N65°54'28"E, 3.32 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 95.00 FEET, AN ARC LENGTH OF 176.31 FEET, A DELTA ANGLE OF 106°19'56", A CHORD BEARING OF N12°44'31"E, AND A CHORD LENGTH OF 152.07 FEET; THENCE N40°25'27"W, 63.41 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 130.68 FEET, A DELTA ANGLE OF 49°55'02", A CHORD BEARING OF N15°27'57"W, AND A CHORD LENGTH OF 126.59 FEET; THENCE N09°29'34"E, 28.02 FEET; THENCE S80°36'04"E, 448.80 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1315.00 FEET, AN ARC LENGTH OF 613.41 FEET, A DELTA ANGLE OF 26°43'37", A CHORD BEARING OF N86°02'08"E, AND A CHORD LENGTH OF 607.87 FEET; THENCE S17°19'41"E, 73.31 FEET; THENCE S31°03'02"E, 99.94 FEET; THENCE S13°12'27"E, 123.35 FEET; THENCE S09°37'26"W, 160.48 FEET; THENCE S30°23'51"W, 123.37 FEET; THENCE S52°15'06"W, 102.40 FEET; THENCE S26°59'52"W, 488.46 FEET; THENCE S31°59'27"W, 146.05 FEET; THENCE S44°19'13"W, 146.05 FEET; THENCE S56°38'59"W, 146.05 FEET; THENCE S68°58'46"W, 146.05 FEET; THENCE S81°18'32"W, 146.05 FEET; THENCE N86°55'42"W, 136.73 FEET; THENCE N79°18'30"W, 268.60 FEET; THENCE N69°54'02"W, 98.11 FEET; THENCE N55°36'39"W, 115.81 FEET; THENCE N36°10'33"W, 176.90 FEET; THENCE N26°58'51"W, 76.04 FEET; THENCE N12°34'50"W, 76.97 FEET; THENCE S75°44'48"W, 29.13 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1117.22 FEET, AN ARC LENGTH OF 246.34 FEET, A DELTA ANGLE OF 12°38'00", A CHORD BEARING OF S82°03'48"W, AND A CHORD LENGTH OF 245.84 FEET; THENCE SOUTH, 113.04 FEET; THENCE S17°17'32"W, 97.61 FEET; THENCE S29°49'19"W, 172.83 FEET; THENCE S48°35'21"W, 172.83 FEET; THENCE S67°25'39"W, 174.12 FEET; THENCE S86°15'56"W, 172.83 FEET; THENCE N78°06'15"W, 167.29 FEET; THENCE N69°00'37"W, 137.42 FEET; THENCE N53°32'36"W, 222.67 FEET; THENCE N12°53.17"W, 224.48 FEET; THENCE N23°24'22"E, 224.02 FEET; THENCE N62°51'42"E, 265.60 FEET; THENCE N53°48'40"E, 58.57 FEET; THENCE N37°16'02"W, 487.87 FEET; THENCE N05°00.04"W, 125.71 FEET; THENCE N06°55.10"E, 135.96 FEET; THENCE N19°24'49"E, 138.25 FEET; THENCE N31°04'15"E, 117.65 FEET; THENCE N43°23'25"E, 152.72 FEET; THENCE N61°07'00"E, 55.99 FEET; THENCE N61°30'31"E, 60.19 FEET; THENCE N60°30'43"E, 281.65 FEET; THENCE S33°53'57"E, 177.36 FEET; THENCE N80°47'54"E, 48.95 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 109.31 FEET, A DELTA ANGLE OF 50°06'15", A CHORD BEARING OF N10°07'54"E, AND A CHORD LENGTH OF 105.86 FEET; THENCE N35°11'22"E, 99.40 FEET TO THE POINT OF BEGINNING. CONTAINING 3,864,194.78 SF OR 88.7097 ACRES MORE OR LESS.

TOGETHER WITH FIRESIDE DRIVE NORTH PORTION:

BEGINNING AT A POINT ON THE NORtherly RIGHT OF WAY LINE OF BENLOCH RANCH ROAD, SAID POINT BEING N89°31'27"E 7106.40 FEET AND S00°28'33"E 959.85 FEET FROM A FOUND BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST (SAID SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST BEING S89°31'27"W 16027.88 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT); THENCE

NO9'23'56"E 13.88 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 155.00 FEET, AN ARC LENGTH OF 125.04 FEET, A DELTA ANGLE OF 46'13'13", A CHORD BEARING OF N32'30'33"E, AND A CHORD LENGTH OF 121.67 FEET; THENCE N5537'09"E 115.57 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 130.00 FEET, AN ARC LENGTH OF 217.49 FEET, A DELTA ANGLE OF 9551'29", A CHORD BEARING OF NO7'41'25"E, AND A CHORD LENGTH OF 193.00 FEET; THENCE N40'14'20"W 81.39 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 155.94 FEET, A DELTA ANGLE OF 49'38'16", A CHORD BEARING OF N15'25'12"W, AND A CHORD LENGTH OF 151.11 FEET; THENCE NO9'23'56"E 56.96 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 230.00 FEET, AN ARC LENGTH OF 255.22 FEET, A DELTA ANGLE OF 63'34'39", A CHORD BEARING OF N41'11'16"E, AND A CHORD LENGTH OF 242.32 FEET; THENCE N72'52'40"E 359.42 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 95.00 FEET, AN ARC LENGTH OF 258.99 FEET, A DELTA ANGLE OF 156'12'09", A CHORD BEARING OF NO5'02'30"W, AND A CHORD LENGTH OF 185.92 FEET; THENCE N83'08'34"W 80.15 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 130.00 FEET, AN ARC LENGTH OF 132.14 FEET, A DELTA ANGLE OF 58'14'16", A CHORD BEARING OF N54'01'27"W, AND A CHORD LENGTH OF 126.52 FEET; THENCE N24'54'19"W 73.41 FEET; THENCE N41'25'16"E 32.76 FEET; THENCE N69'06'21"E 30.07 FEET; THENCE S24'54'19"E 84.46 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 71.15 FEET, A DELTA ANGLE OF 58'14'16", A CHORD BEARING OF S54'01'27"E, AND A CHORD LENGTH OF 68.13 FEET; THENCE S83'08'34"E 80.15 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 155.00 FEET, AN ARC LENGTH OF 422.51 FEET, A DELTA ANGLE OF 156'10'45", A CHORD BEARING OF S0503'12"E, AND A CHORD LENGTH OF 303.33 FEET; THENCE S72'52'39"W 359.34 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 170.00 FEET, AN ARC LENGTH OF 188.69 FEET, A DELTA ANGLE OF 63'35'41", A CHORD BEARING OF S41'11'47"W, AND A CHORD LENGTH OF 179.15 FEET; THENCE S09'23'56"W 56.96 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 120.00 FEET, AN ARC LENGTH OF 103.96 FEET, A DELTA ANGLE OF 49'38'16", A CHORD BEARING OF S15'25'12"E, AND A CHORD LENGTH OF 100.74 FEET; THENCE S40'14'20"E 81.39 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 190.00 FEET, AN ARC LENGTH OF 317.88 FEET, A DELTA ANGLE OF 95'51'29", A CHORD BEARING OF S07'41'25"W, AND A CHORD LENGTH OF 282.08 FEET; THENCE S5537'09"W 115.57 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 95.00 FEET, AN ARC LENGTH OF 76.64 FEET, A DELTA ANGLE OF 46'13'13", A CHORD BEARING OF S32'30'33"W, AND A CHORD LENGTH OF 74.57 FEET; THENCE S09'23'56"W 13.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF BENLOCH RANCH ROAD; THENCE N80'36'04"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 60.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.690 AC. MORE OR LESS

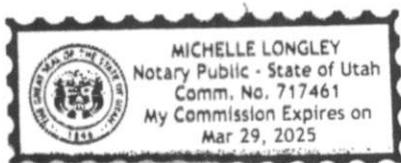
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

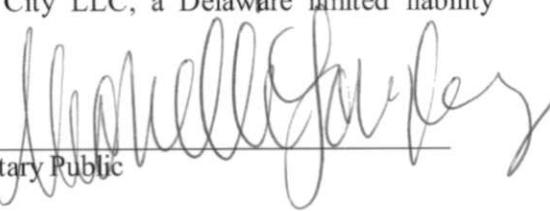
GRANTOR: AJ FIRESIDE PARK CITY LLC,
a Delaware limited liability company

By: Jamie
Name (Print): JAMIE MACKAY
Its: PRESIDENT

STATE OF UTAH)
:ss
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me on this 27 day of
SEPTEMBER 2022, by JAMIE MACKAY, as
PRESIDENT of AJ Fireside Park City LLC, a Delaware limited liability
company.




Notary Public

GRANTEE: WASATCH COUNTY, UTAH,
a political subdivision of the State of Utah

By: Debra
Name (Print): Debra Griban
Its: County Manager

STATE OF UTAH)
:ss.
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me on this 13 day of
October, 2022, by Wendy McKnight, as
of Wasatch County, Utah, a political subdivision of the State of
Utah.

Wendy McKnight
Notary Public

