

WHEN RECORDED RETURN TO:

HOLLEY DRIGGS, LTD.
300 S. 4th Street, Suite 1600
Las Vegas, NV 89101
Attn: J. Douglas Driggs, Jr.

00-0021-7325; 00-0020-6260; 00-0021-5032; 00-0021-5034; 00-0021-5035; 00-0021-5036 and 00-0021-5037

CROSS EASEMENT AGREEMENT

This CROSS EASEMENT AGREEMENT (this "Agreement") is made as of this 15th day of January, 2024 (the "Effective Date"), by and among AJ Fireside Park City LLC, a Delaware limited liability company ("AJ Fireside"), RE Investment Holdings, L.L.C., a Utah limited liability company ("Holdings"), and Jordanelle REF Acquisition LLC, a Delaware limited liability company ("Jordanelle REF"). AJ Fireside, Holdings, and Jordanelle REF are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

A. AJ Fireside is the owner of certain real property located in Wasatch County, Utah, and identified by the Wasatch County Recorder as parcel numbers 00-0021-7325 and 00-0020-6260 and more particularly described on Exhibit "A" attached hereto (the "Fireside Property").

B. Holdings is the owner certain real property located in Wasatch County, Utah, contiguous to the Fireside Property, identified by the Wasatch County Recorder as parcel numbers 00-0021-5032, 00-0021-5034, 00-0021-5035, 00-0021-5036, and 00-0021-5037 and more particularly described on Exhibit "B" attached hereto (the "Holdings Property").

C. Jordanelle REF has the right to acquire the Holdings Property pursuant to that certain Purchase and Sale Agreement between Holdings and CLERF III Acquisition LLC, a Delaware limited liability company ("CLERF"), dated October 23, 2019, that was assigned to Jordanelle REF pursuant to that certain Assignment of Purchase and Sale Agreement between CLERF and Jordanelle REF dated October 30, 2020;

D. There is an existing public road known as "Benloch Ranch Road" that runs south from Utah State Route 32 to a point just north of the Fireside Property ("Benloch Ranch Road").

E. Benloch Ranch Road and the Fireside Property appear as separated by a strip of land on the Wasatch County Recorder Parcel Information Map, title to which cannot be ascertained from the Wasatch County Recorder Parcel Information Map (the "Gap Property").

F. The Parties desire to enter into this Agreement, pursuant to which the Parties provide easements to each other across the area of the Gap Property (to the extent of the interest of Fireside therein), the Fireside Property, and the Holdings Property in the area described in

Exhibit "C" attached hereto (the "Easement Area") for roadway access to Benloch Ranch Road and for the construction and future dedication of an extension of Benloch Ranch Road.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1 **INCORPORATION**

The Parties acknowledge the accuracy of the foregoing Recitals. Each of the foregoing recitals are hereby incorporated into this Agreement by this reference and are made a part hereof.

SECTION 2 **EASEMENT**

2.01 Easements. The Parties hereby grant and convey to each other for their use and for the use of themselves, their successors in the Holdings Property or Fireside Property, and their invitees, licensees, contractors, and tenants ("Permittees") in common with others entitled to use the Easement Area: (a) a non-exclusive perpetual easement for the passage of pedestrians and vehicles over and across the Easement Area for access to Benloch Ranch Road; (b) a non-exclusive perpetual easement over and across the Easement Area for the construction of an extension of Benloch Ranch Road within the Easement Area; (c) a non-exclusive perpetual easement over and across the Easement Area for all utilities reasonably required to serve the Holdings Property and Fireside Property, including water, power, sewer, gas, and cable and communications lines; (d) a non-exclusive temporary construction and maintenance easement under, through, on, in, across, and over reasonable areas outside of the Easement Area as is reasonably necessary to construct, maintain, repair, replace, and service the extension of Benloch Ranch Road within the Easement Area; and (e) a non-exclusive perpetual easement under, through, on, in, across, and over reasonable areas outside of the Easement Area as is reasonably necessary for the construction and maintenance of any retaining walls, barriers, drainage facilities, culverts, turning lanes, and other improvements relating to extension of Benloch Ranch Road within the Easement Area (collectively, the "Easements"). The Parties acknowledge that public or private roadways and related utility facilities located on the Fireside Property, the Holdings Property and other parcels contiguous to the Fireside Property and the Holdings Property that connect with the Easements may also connect with other public or private roadways and utility facilities that provide access and utilities to parcels other than the Fireside Property and the Holdings Property and that such use is within the scope of and permitted as part of the Easements and the persons accessing the Easements through all such roadways and utility facilities shall be deemed Permittees. Such Easements and other rights shall be subject to the following as well as other provisions contained in this Agreement:

(a) Except for situations specifically provided for in this Agreement, no improvement, building, fence, or other barrier that would unreasonably prevent or obstruct the passage of pedestrian or vehicular travel or use of utility facilities shall be erected by any Party or permitted within or across the Easement Area; provided, however, that the foregoing provision shall not prohibit the installation of convenience and safety facilities (such as lighting facilities and signs), of landscaping, berms, or planters, nor of curbing and other forms of traffic controls.

(b) Each Party reserves the right to close off the portion of the Easement Area, to the extent the Party is the fee title owner to such portion of the Easement Area, for such reasonable period of time as may be necessary, in the reasonable opinion of the Party, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of the Easement Area, the Party shall give written notice to the other Parties of its intention to do so, and shall coordinate such closing so that no unreasonable interference in the passage of pedestrians or vehicles or in the construction of the extension of Benloch Ranch Road over the Easement Area shall occur.

(c) Each Party reserves the right at any time and from time to time to exclude and restrain any person who is not a Permittee from the use or occupancy of the Easement Area.

(d) The Easement Area established and granted herein shall be used and enjoyed in such a manner as not to unreasonably interfere with, obstruct, or delay the use of the Fireside Property or the Holdings Property.

(e) The Easements established and granted here are limited to the Easement Area. The Parties and their Permittees, as applicable, are not granted any right to access or to use any other portions of the Fireside Property or Holdings Property.

(f) The Parties acknowledges that the Easement Area is located in an area that may currently or in the future be used for: (i) private or public pedestrian and vehicular traffic across trails, paths or roadways that may abut and cross the Easement Area; (ii) drainage and utility facilities; and (iii) other purposes benefitting the Parties and their related persons and invitees, the Holdings Property, and the Fireside Property, and that the Parties accept the Easements granted hereby subject to such uses provided such other uses do not unreasonably interfere with Parties' use of the Easement Area for vehicular and pedestrian passage or for the construction of the extension to Benloch Ranch Road. The Parties and their Permittees shall not unreasonably interfere with the other uses of the Easement Area.

(g) Each Party (the "Indemnitor") shall indemnify and hold harmless the other Parties and their employees, officers, directors, managers, members, shareholders, agents, professional consultants, and other affiliated persons, and their respective successors and assigns, and each of them (collectively, the "Indemnitees") from and against any and all claims, damages, losses, liabilities, demands, and expenses, including, but not limited to, reasonable attorneys' fees, court costs and expenses of litigation (collectively, hereinafter referred to as "Liabilities"), arising out of or resulting from, or claimed to arise out of or result from, in whole or in part from: (i) the construction or maintenance of improvements on the Easement Area by a Party; (ii) any liens,

claims of lien, judgments, proceedings and causes of action arising out of or in any way connected with the Construction Activities (as herein defined) performed by a Party; and (iii) injury to persons, loss of life, or damage to property occurring on Easement Area caused by the negligence or willful misconduct of Indemnitor. If such indemnification claim is based upon any claim, demand, suit, or action of any third-party claim, Indemnitor shall defend against such third-party claim. Notwithstanding the foregoing, the indemnity agreement created herein shall not indemnify any Indemnitee against, or constitute a waiver with respect to, any Liabilities to the extent such Liabilities arise from the negligence or willful misconduct of such Indemnitee. The covenants in this Section and the obligations of each Indemnitor contained in this Section shall survive the termination of the easement and this Agreement.

(h) The Parties shall not commit or cause any kind of waste upon the Easement Area, or the Holdings Property or the Fireside Property, as applicable.

(i) The Easements rights granted by this Agreement and this Agreement shall terminate upon the dedication of a roadway constructed pursuant to the terms of this Agreement connecting Benloch Ranch Road to the Holdings Property, which road shall be maintained by a government entity. The Parties shall cooperate to effect the dedication of the roadways and improvements over the Easement Area and termination of the Easements, including executing recordable documents.

(j) The Easements are granted in and to the Gap Property only to the extent of the interest of Fireside therein.

(k) The Easements are granted subject to all matters of record and all applicable requirements, permits, ordinances, regulations, and approvals of all applicable governmental authorities for the use and improvement of the Easements and the Easement Area (including, without limitation, the maximum right-of-way width approved or modified by the applicable governmental authority).

2.02 Relocation Rights. A Party may, from time to time, relocate any portion of the Easement Area, to the extent the Party is the fee title owner to such portion of the Easement Area, to accommodate the use or development of the Holdings Property or the Fireside Property, provided that such relocation (to the extent the following are applicable to the type and nature of the easement): (i) continues to provide reasonably convenient connection with its counterpart located on any adjacent parcel of the Holdings Property or Fireside Property, as applicable; (ii) shall be subject to the reasonable approval of the non-relocating Parties; (iii) shall not materially reduce or unreasonably impair the usefulness or function of such Easement; (iv) shall be performed without cost or expense to the non-relocating Parties; (v) shall be completed using materials and design standards which equal or exceed those originally used; and (vi) shall have been approved by any governmental or quasi-governmental agencies having jurisdiction thereover. Any relocated Easement Area shall be identified by recordable instrument executed by the Parties, and recorded with the Wasatch County, Utah, Recorder. Each such Party agrees to cooperate in the execution and recording of such instrument.

2.03 Assignability. Each Party may assign, in whole or in part, this Agreement to an owner of the Holdings Property or Fireside Property, or an owner's association created in connection with the operation of the Holdings Property or Fireside Property. If a Party chooses to make such an assignment, the assignee shall be responsible as a successor for all of the obligations of this Agreement, and the assigning Party shall be released from any and all liability and obligations arising out of this Agreement.

2.04 No Vacation of Benloch Ranch Road. AJ Fireside acknowledges that a vacation of Benloch Ranch Road would impair and materially injure any interest in the Holdings Property and the Easements. AJ Fireside shall not initiate, support, consent to, or otherwise join in a petition to vacate some or all of Benloch Ranch Road as a public street or otherwise cause Benloch Ranch Road to cease to be a public street, without the written consent of Jordanelle REF and Holdings, which may be withheld in Jordanelle REF's and Holdings' sole and absolute discretion.

SECTION 3 **CONSTRUCTION AND MAINTENANCE OF FACILITIES**

3.01 Design and Construction of Improvements. Any Party may perform Construction Activities (as hereinafter defined) on the Easement Area subject to the terms of this Agreement. No construction, alteration, grading, filling, excavation, maintenance, repair or modification (collectively, "Construction Activities") of any improvements on the Easement Area shall be commenced or maintained by any Party except in accordance with this Section 3. Any improvements on the Easement Area shall be designed, constructed and landscaped by the constructing Party at the constructing Party's sole cost, so as to be harmonious with the Holdings Property and Fireside Property, including, where applicable, conforming to natural terrain and vegetation. All improvements constructed by a constructing Party on the Easement Area shall conform to, and comply with, all existing covenants conditions and restrictions applicable to the Holdings Property and Fireside Property and all rules and regulations of any existing owner's association and be similar in quality and character to similar facilities and improvements within the Holdings Property and Fireside Property. No landscaping or related improvements constructed by a constructing Party on the Easement Area shall be of a nature that requires maintenance by, or cost to, a non-constructing Party, materially beyond that ordinarily or customarily associated with similar landscaping in the surrounding areas. Each constructing Party shall be solely responsible to comply with all applicable governmental and other requirements, including obtaining any necessary permits or approvals. Improvements on the Easement Area shall be limited to a paved roadway, sidewalks and related landscaping and improvements (such as lighting facilities signs, drainage facilities, utilities, curbing, sidewalks, traffic controls and improvements required by governmental or quasi-governmental agencies having jurisdiction thereover) unless otherwise approved by the all the Parties, which approval shall not be unreasonably withheld or delayed.

3.02 Construction Activities. A constructing Party shall provide the non-constructing Parties with notice at least five (5) business days prior to any construction, maintenance or repair of any improvements, provided that in the event of an emergency, the constructing Party shall provide the non-constructing Parties with such advance notice of any construction, maintenance or repair of any improvements as is reasonably practicable and such construction, maintenance or

repair shall be subject to the approval of the non-constructing Parties, which approval shall not be unreasonably withheld or delayed. To the extent any construction, maintenance or repair involves any material alteration of the Easement Area or any improvements or the installation of new or additional improvements, the constructing Party shall provide to the non-constructing Parties copies of all plans or specifications for such construction, maintenance, or repair at the same time as notice is given to Grantor of such construction, maintenance or repair. The constructing Party shall cooperate with the non-constructing Parties in a reasonable manner to schedule all Construction Activities so as to minimize the interference with the Holdings Property and Fireside Property. All Construction Activities or any other work performed in the construction, maintenance, repair, replacement, alteration or expansion of any improvements on the Easement Area by a constructing Party or its agents or contractors: (i) shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere with the use and enjoyment of the Holdings Property and Fireside Property; (ii) shall be of good quality construction and design consistent with the all building codes and other applicable laws and ordinances, applicable and customary construction or engineering standards, and recorded covenants; and (iii) shall be subject to customary governmental inspections and approvals. The constructing Party shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all property and improvements damaged or destroyed in the performance of such work. A constructing Party shall not permit any liens against the Holdings Property or Fireside Property, to the extent the lien affects any portion of the Holdings Property or Fireside Property not owned by the constructing Party, for any work done or materials furnished in connection with the performance of any Construction Activities or any other work performed in the construction, maintenance repair, replacement, alteration or expansion of any improvements on the Easement Area.

3.03 Maintenance. Each Party shall maintain any improvements constructed by it in the Easement Area. Notwithstanding the foregoing, a non-constructing Party may, but shall not be required, to install and maintain any landscaping on the Easement Area that does not interfere with the reasonable use of the Easement Area. Any damage to the Holdings Property or Fireside Property (including, without limitation, vegetation and natural landscaping and formations and any improvements made by a non-constructing Party to its property) as a result of the use, maintenance or alteration of the Easement Area shall be promptly repaired by the constructing Party at its sole cost and expense to the reasonable satisfaction of the non-constructing Party. Notwithstanding the foregoing, a constructing Party shall not be responsible to repair or replace any damage to any improvements constructed or installed by a non-constructing Party on the Easement Area.

3.04 Lien Free Construction; Correction of Damage. A constructing Party, shall cause all Construction Activities to be designed and constructed free of any mechanics' or materialmen's liens. The constructing Party shall cause any damage to any of the real property or improvements located within the Easement Area caused by the Construction Activities to be repaired or replaced and shall restored to their prior condition.

SECTION 4
MISCELLANEOUS

4.01 Covenants Run with Land. The rights, duties, obligations and easements created pursuant to this Agreement shall run with the land and shall be binding on the owners of the Holdings Property and Fireside Property and their successors and assigns.

4.02 Notices and Communications. All notices, approvals and other communications provided for in this Agreement or given in connection with this Agreement shall be validly given, made, delivered or served, if in writing, and delivered personally or sent by nationally recognized overnight courier (e.g., Federal Express, Airborne, UPS) for next-day or next-business-day delivery, to the address of the intended recipient at the then current Party's address set forth in the records of the Wasatch County Assessor. Notices, approvals and other communications provided for in this Agreement shall be deemed delivered upon personal delivery, or on the next business day following deposit with a nationally recognized overnight courier, as herein above provided, prepaid and addressed as set forth above.

4.03 Attorneys' Fees. In the event any Party finds it necessary to bring any action, arbitration or other proceeding to enforce any of the terms, covenants or conditions hereof, the Party prevailing in any such action, arbitration or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the non-prevailing Party, and in the event any judgment is secured by the prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the arbitrator.

4.04 Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

4.05 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties hereto. Except for successors and assigns, no term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

4.06 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by the Parties hereto.

4.07 Governing Law. This Agreement is entered into in Utah and shall be construed and interpreted under the laws of the State of Utah without giving effect to principles of conflicts of law.

4.08 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

4.9 Successors and Assigns. Subject to the limitations set forth above, this Agreement shall be binding upon, and shall inure to the benefit of, each of the Parties and their successors and assigns.

4.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

4.11 Time of the Essence. Time is of the essence for performance or satisfaction of all requirements, conditions, or other provisions of this Agreement, subject to any specific time extensions set forth herein.

[SIGNATURES ON FOLLOWING PAGES]

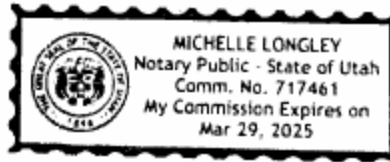
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

AJ FIRESIDE:

AJ Fireside Park City LLC,
a Delaware limited liability company

By: [Signature]
Name: Jamie Mackay
Its: managing member

STATE OF UTAH)
County of SALT LAKE) ss.



On this 15th day of AUGUST 2023, before me personally appeared JAMIE MACKAY, the MANAGING MEMBER of AJ Fireside Park City LLC, a Delaware limited liability company, who executed the foregoing instrument for and on behalf thereof.

[Signature]
Notary Public

My Commission Expires:

03/29/2025

[Signatures Continue on Following Page]

HOLDINGS:

RE Investment Holdings, L.L.C.
a Utah limited liability company

By: RE Management, L.L.C.
a Utah limited liability company
Its: Manager

By: Charles W. Anderson
Name: Charles W. Anderson
Its: Manager

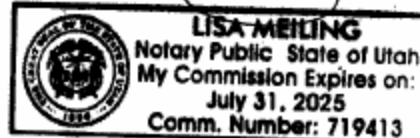
STATE OF Utah)
County of Salt Lake) ss.

On this 17th day of July, 2023, before me personally appeared Charles W. Anderson, the Manager of RE Management, L.L.C., a Utah limited liability company, the Manager of RE Investment Holdings, L.L.C., a Utah limited liability company, who executed the foregoing instrument for and on behalf thereof.

Lisa Meiling
Notary Public

My Commission Expires:

7.31.25



[Signatures Continue on Following Page]

**List of Exhibits
To
Benloch Easement Agreement**

Exhibit A	The Fireside Property
Exhibit B	The Holdings Property
Exhibit C	The Easement Area

Exhibit A
Fireside Property

APN: 00-0020-6260 and 00-0021-7325

A description of a parcel of land for the purpose of an easement agreement. Said parcel of land comprises Wasatch County Parcel numbers 00-0020-6260 and 00-0021-7325 and is situated in Sections 2 and 11 of Township 3 South, Range 5 East, Salt Lake Base and Meridian. Said parcel is described as follows:

Beginning at the Northeast corner of Section 11, Township 3 South, Range 5 East, Salt Lake Base and Meridian and running

thence South 02°32'39" East 1661.48 feet;

thence North 89°43'09" West 665.17 feet;

thence North 36°28'49" West 9.16 feet;

thence North 48°58'08" West 214.58 feet to a point of curvature;

351.89 feet along the arc of a 475.00 foot radius curve to the right (Long Chord Bears: North 27°44'47" West);

thence North 06°31'22" West 134.90 feet to a point of curvature;

143.00 feet along the arc of a 425.00 foot radius curve to the left (Long Chord Bears: North 16°09'43" West);

thence North 25°48'05" West 41.72 feet;

thence North 73°41'02" East 253.38 feet;

thence North 25°10'01" West 179.75 feet;

thence North 05°00'19" West 150.83 feet;

thence North 04°51'11" West 178.58 feet;

thence North 09°40'06" West 198.85 feet;

thence North 14°29'48" West 140.97 feet;

thence North 89°55'46" East 922.14 feet to the point of beginning;

Contains: 33.87 Acres more or less.

AND

Beginning at a point West 239.90 Feet from the Southeast Corner of Section 2, Township 3 South, Range 5 East, Salt Lake Base and Meridian and running

thence South 89°23'08" West 606.01 feet;

thence North 14°29'43" West 47.67 feet;

thence North 15°18'14" West 176.00 feet;

thence North 17°58'53" West 183.36 feet;

thence North 22°39'04" West 202.08 feet;

thence North 27°39'59" West 223.79 feet to a point of curvature;

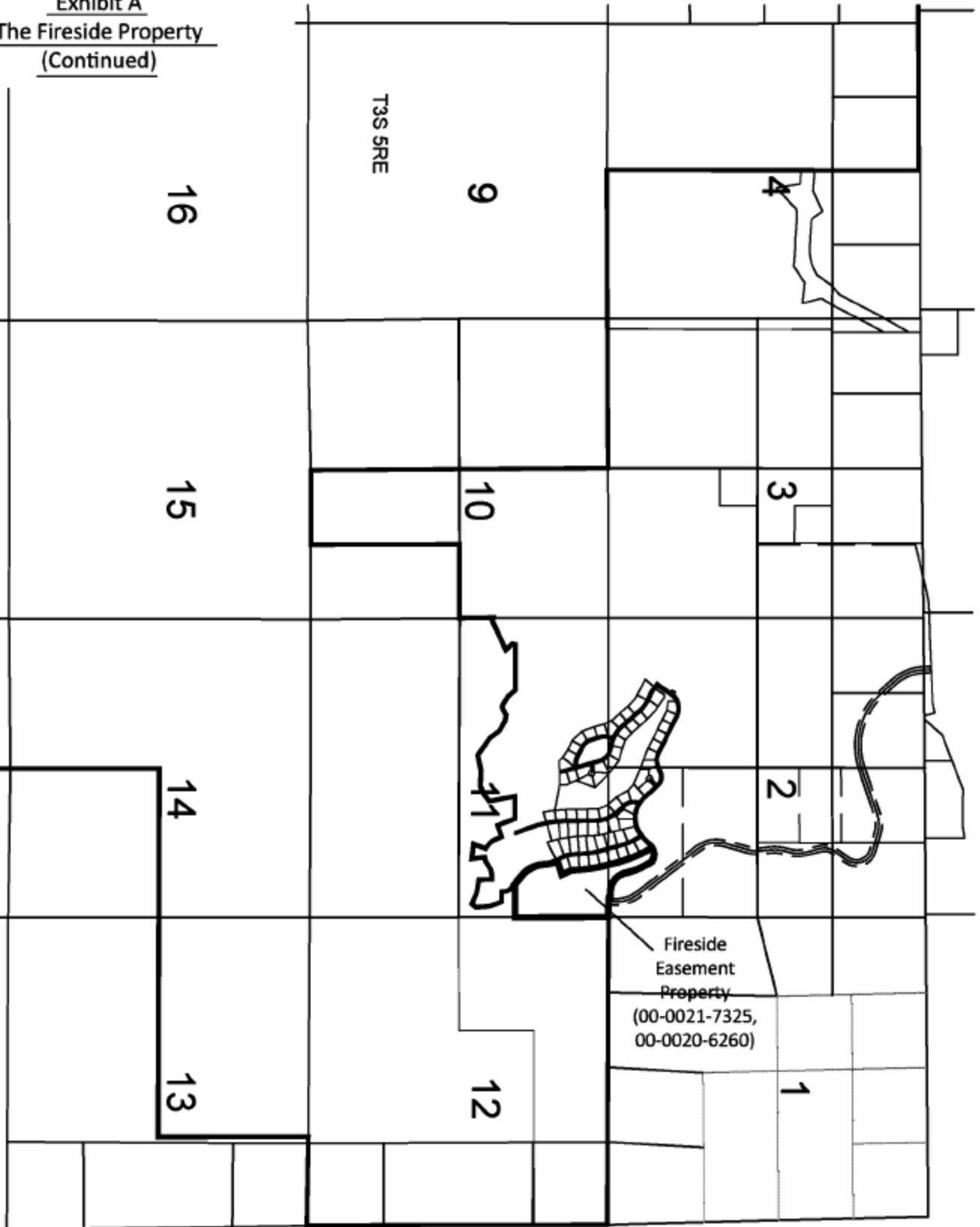
273.00 feet along the arc of a 175.00 foot radius curve to the right (Long Chord Bears: South 79°05'31" East);

thence South 27°22'50" East 155.46 feet to a point of curvature;

240.00 feet along the arc of a 975.00 foot radius curve to the right (Long Chord Bears: South 20°21'01" East);
thence South 13°19'21" East 69.31 feet to a point of curvature;
405.00 feet along the arc of a 325.00 foot radius curve to the left (Long Chord Bears: South 51°44'17" East);
thence North 89°50'42" East 121.22 feet to a point of curvature;
35.00 feet along the arc of a 25.00 foot radius curve to the right (Long Chord Bears: South 45°18'05" East);
thence South 04°11'04" West 12.72 feet to the Point of Beginning;

Contains: 4.87 Acres more or less.

Exhibit A
The Fireside Property
(Continued)

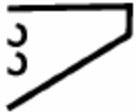


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Fireside
Easement
Property
(00-0021-7325,
00-0020-6260)

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Exhibit B
Holdings Property

APN: 00-0021-5032, 00-0021-5034, 00-0021-5035,
00-0021-5036, and 00-0021-5037

A parcel of land for the purpose of an easement agreement. Said parcel of land comprises all of Wasatch County Parcel number 00-0021-5032 and is situated in Sections 11 and 12 of Township 3 South, Range 5 East, Salt Lake Base and Meridian.

Beginning at the Southwest Corner of Section 11, Township 3 South, Range 5 East, Salt Lake Base and Meridian, and running;

thence North 89°56'41" East 168.23 feet;
thence South 07°50'27" East 336.74 feet to a point of curvature;
47.71 feet along the arc of a 325.00 foot radius curve to the right (Long Chord Bears South 77°56'51" East);
thence South 68°50'09" East 87.42 feet;
thence South 69°26'33" East 16.19 feet;
thence North 19°57'56" East 75.12 feet;
thence North 77°13'58" East 382.08 feet;
thence North 71°36'20" East 326.04 feet;
thence North 46°07'25" East 606.81 feet;
thence South 49°38'56" East 215.87 feet;
thence North 71°10'16" East 38.49 feet;
thence South 50°52'03" East 128.44 feet;
thence South 55°16'25" East 580.85 feet;
thence North 85°02'50" East 853.51 feet;
thence North 85°09'21" East 179.76 feet;
thence South 79°32'28" East 241.12 feet;
thence South 64°13'00" East 123.53 feet;
thence South 78°13'46" East 198.46 feet;
thence South 63°28'13" East 190.24 feet;
thence South 51°12'58" East 150.56 feet;
thence South 74°11'45" East 131.03 feet;
thence South 65°41'25" East 182.39 feet;
thence South 45°14'54" East 415.20 feet;
thence South 27°05'57" West 207.09 feet to a point of curvature;
100.50 feet along the arc of a 775.00 foot radius curve to the left (Long Chord Bears South 66°36'42" East);
thence North 26°34'55" East 214.03 feet;
thence North 54°08'38" East 177.88 feet;
thence North 65°59'48" East 169.12 feet;
thence North 74°53'17" East 97.11 feet;
thence South 02°32'49" East 2135.03 feet;
thence North 89°44'42" West 5353.64 feet to the Point of Beginning.

Contains 305.44 Acres more or less.

AND

A parcel of land for the purpose of an easement agreement. Said parcel of land comprises all of Wasatch County Parcel number 00-0021-5034 and is situated in Section 12 of Township 3 South, Range 5 East, Salt Lake Base and Meridian.

Beginning at the Northwest Corner of Section 12, Township 3 South, Range 5 East, Salt Lake Base and Meridian, and running;

thence South 19°08'51" East 1297.33 feet;
thence South 00°03'12" East 1421.69 feet;
thence North 89°14'02" West 309.46 feet;
thence North 02°32'37" West 2645.72 feet to the Point of Beginning.

Contains 16.30 Acres more or less.

AND

A parcel of land for the purpose of an easement agreement. Said parcel of land comprises all of Wasatch County Parcel number 00-0021-5035 and is situated in Section 12 of Township 3 South, Range 5 East, Salt Lake Base and Meridian.

Beginning at the Northwest Corner of Section 12, Township 3 South, Range 5 East, Salt Lake Base and Meridian, and running;

thence South 89°29'38" East 5570.46 feet;
thence South 02°18'33" East 4972.05 feet;
thence South 02°21'03" West 374.33 feet;
thence North 88°52'55" West 1387.27 feet;
thence North 01°58'27" West 2664.87 feet;
thence North 89°12'06" West 3849.93 feet;
thence North 00°03'12" West 1421.69 feet;
thence North 19°08'51" West 1297.33 feet to the Point of Beginning.

Contains 402.23 Acres more or less.

AND

A parcel of land for the purpose of an easement agreement. Said parcel of land comprises all of Wasatch County Parcel number 00-0021-5036 and is situated in Section 12 of Township 3 South, Range 5 East, Salt Lake Base and Meridian.

Beginning North 2135.03 feet from the Southwest Corner of Section 12, Township 3 South, Range 5 East, Salt Lake Base and Meridian, and running;
thence North 02°32'02" West 510.72 feet;
thence South 89°14'02" East 309.46 feet;
thence South 00°03'36" West 486.22 feet;
thence North 89°59'57" West 213.19 feet;
thence South 74°48'23" West 75.80 feet to the Point of Beginning.

Contains 3.36 Acres more or less.

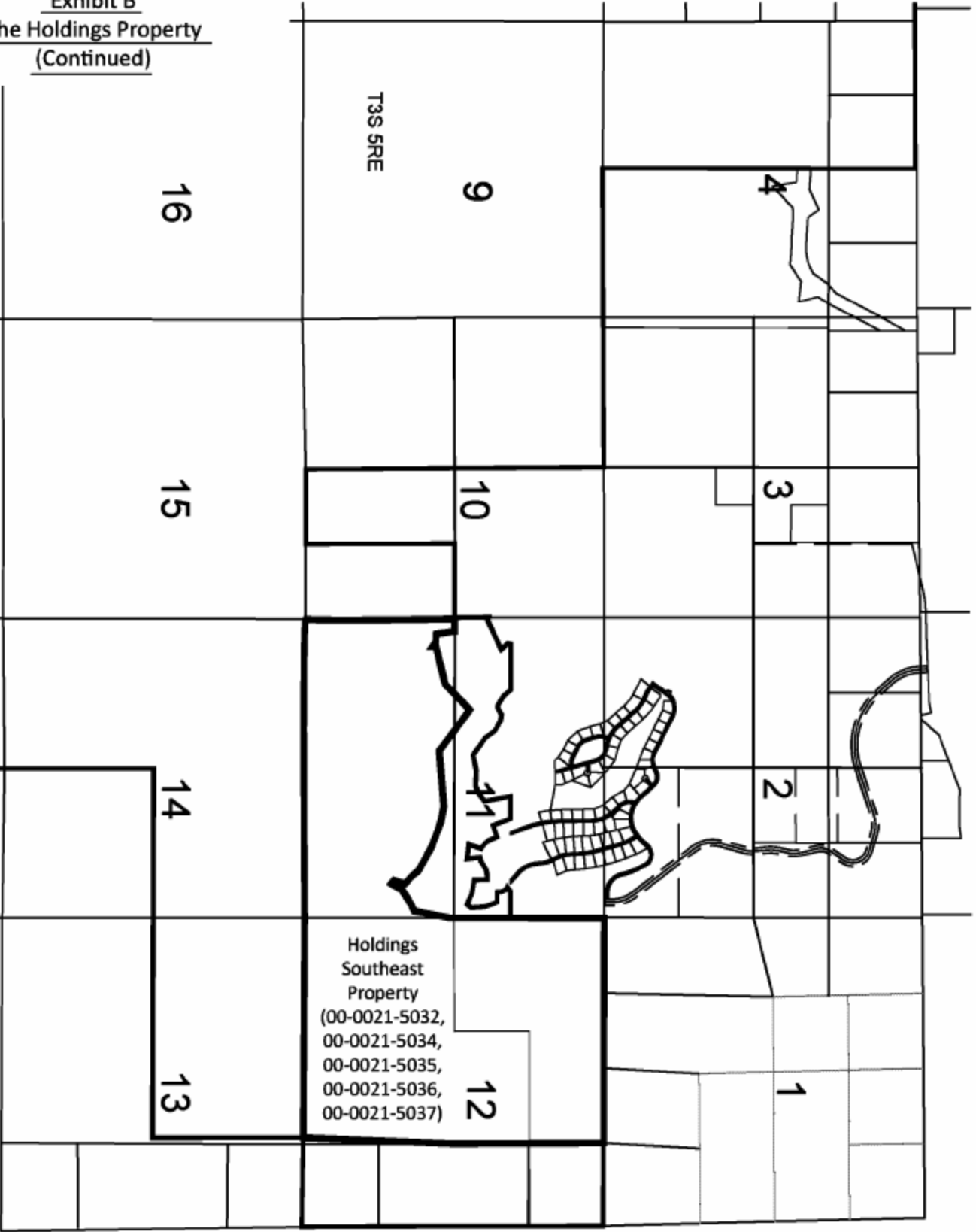
AND

A parcel of land for the purpose of an easement agreement. Said parcel of land comprises all of Wasatch County Parcel number 00-0021-5037 and is situated in Section 12 of Township 3 South, Range 5 East, Salt Lake Base and Meridian.

Beginning at the Southwest Corner of Section 12, Township 3 South, Range 5 East, Salt Lake Base and Meridian, and running;
thence North 02°32'49" West 2135.03 feet;
thence North 74°48'27" East 75.80 feet;
thence East 213.19 feet;
thence North 00°03'36" East 486.22 feet;
thence South 89°12'06" East 3849.93 feet;
thence South 02°07'20" East 2665.93 feet;
thence North 88°54'38" West 4141.00 feet to the Point of Beginning.

Contains 236.64 Acres more or less.

Exhibit B
The Holdings Property
(Continued)



21



22

53

Exhibit C
Easement Area

APN: 00-0021-7325, 00-0020-6260,
00-0021-5035, and 00-0021-5034

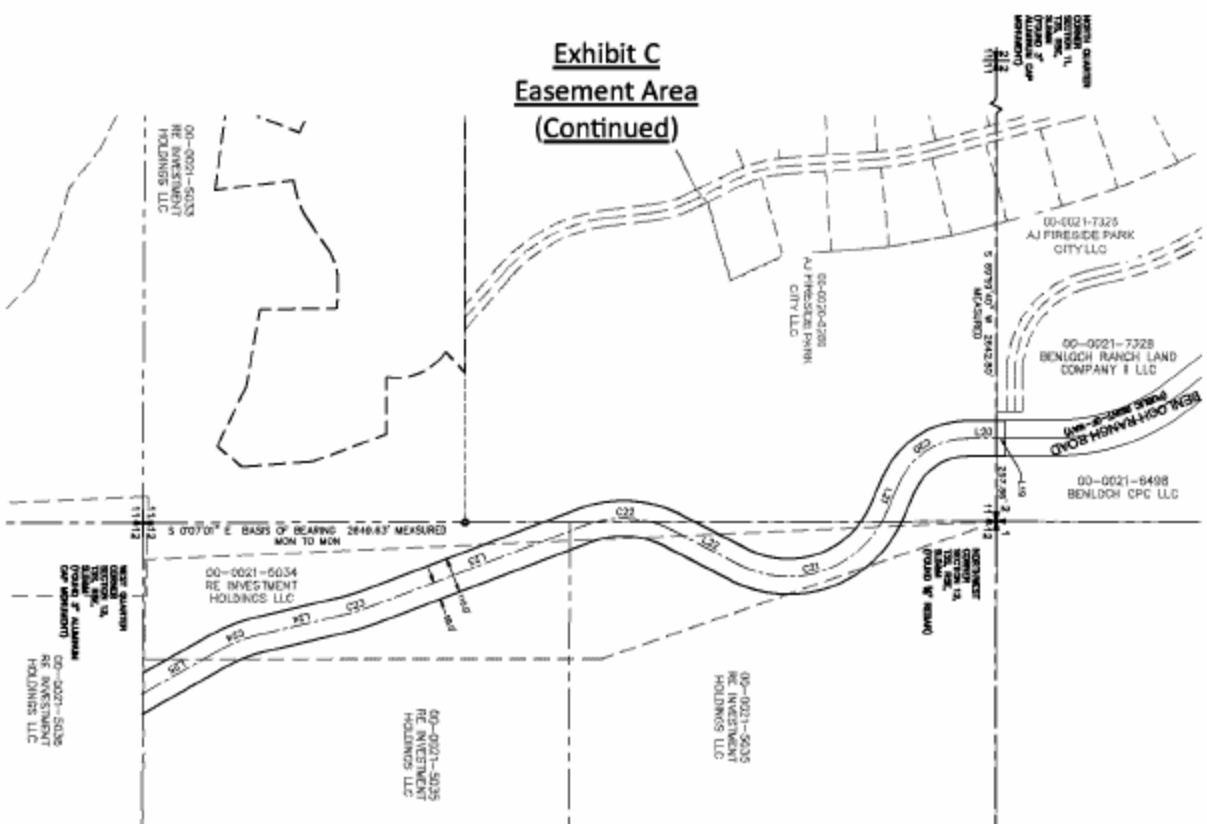
A description of an easement for an access roadway across Wasatch County Parcel numbers 00-0021-7325, 00-0020-6260, 00-0021-5035 AND 00-0021-5034 and is situated in Sections 2, 11 and 12 of Township 3 South, Range 5 East, Salt Lake Base and Meridian. Said easement is described as follows:

A 110 foot wide access easement being 55 feet wide on each side of the following described center line. Sides of the easement extend or terminate at the boundary lines described at the point of beginning or point of termination.

Commencing at a the Northwest corner of Section 12, Township 3 South, Range 5 East, Salt Lake Base and Meridian and running South 89°59'40" West 257.86 feet along the Section line between said Sections 2 and 11 to the center line of the following described easement and North 00°26'56" West 28.37 feet more or less along the center line of the following described easement to the south terminus of the center line of the Bencloch Ranch Road Dedication as recorded in the office of the Wasatch County Recorder as Entry Number 490915 in Book 1330 on Page 416 and the POINT OF BEGINNING for the centerline of the access easement and running;

thence South 0°26'56" East 120.28 feet to a point of curvature;
 thence 264.80 feet along the arc of a 230.00 foot radius curve to the left, center bears North 89°33'04" East, through a central angle of 65°57'54" and with a long chord of South 33°25'53" East 250.42 feet;
 thence South 66°24'50" East 99.61 feet to a point of curvature;
 thence 543.98 feet along the arc of a 333.00 foot radius curve to the right, center bears South 23°35'10" West, through a central angle of 93°35'49" and with a long chord of South 19°36'56" East 485.48 feet;
 thence South 27°10'59" West 234.84 feet to a point of curvature;
 thence 278.60 feet along the arc of a 333.00 foot radius curve to the left, center bears South 62°49'01" East, through a central angle of 47°56'11" and with a long chord of South 3°12'53" West 270.55 feet;
 thence South 20°45'12" East 703.98 feet to a point of curvature;
 thence 104.47 feet along the arc of a 800.00 foot radius curve to the right, center bears South 69°14'48" West, through a central angle of 7°28'56" and with a long chord of south 17°00'44" East 104.40 feet;
 thence South 13°16'16" East 259.02 feet to a point of curvature;
 thence 140.74 feet along the arc of a 500.00 foot radius curve to the left, center bears North 76°43'44" East, through a central angle of 16°07'41" and with a long chord of South 21°20'06" East 140.28 feet more or less to the south line of the Northwest Quarter of said Section 12 and the point of terminus.

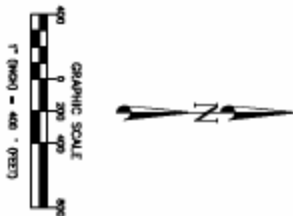
Exhibit C Easement Area (Continued)



Ent 541485 Bk 1465Pg 894

Curve #	Length	Radius	Delta	Chord	Chord Length
C01	244.47'	208.00'	99.0733° E	33.9253° E	256.44'
C02	74.347'	531.00'	292.201° E	1.8793° E	69.46'
C03	278.67'	333.00'	047.9011° W	5.0373° W	270.52'
C04	194.14'	902.00'	092.0741° E	3.2120° E	194.93'

Line #	Length	Bearing
L13	28.37'	S 07.973° W
L20	101.38'	S 09.781° E
L21	99.48'	S 06.743° E
L22	234.84'	S 27.026° W
L23	201.89'	S 20.651° E
L24	299.02'	S 13.949° E
L25	267.69'	S 28.235° E



LEGEND	
	Easement Center Line
	Easement Line
	Section Line
	Quarter Section Line
	Adjoining Property
	Section Quarter Corner
	Section Corner

LEGAL EASEMENT DESCRIPTION

A description of an easement for a access roadway across Benloch County Parcel numbers 00-021-8498, 00-021-7325, 00-021-7326, 00-021-8205, 00-021-8206 and 00-021-8204 and is located in Section 3, 11 and 12 of Township 3 South, Range 5 East, 3rd 1/4th Range and Section 33d Easement is described as follows:

A 15' foot wide easement having 25 feet wide on each side of the following described center line. Show of the easement center line boundaries of the boundary lines described of the point of beginning or point of termination.

Beginning of the easement center of Section 12, Township 3 South, Range 5 East, 3rd 1/4th Range and Section 33d Easement at the center line of the Section 33d Easement and Section 33d Easement in Benloch County, Missouri as follows:

From the south 725'9\"/>

A non-exclusive perpetual easement under, through, on, in, across, and over reasonable areas outside of the Easement Area as is reasonably necessary for the construction and maintenance of any retaining walls, barriers, drainage facilities, culverts, turning lanes, and other improvements relating to the extension of Benloch Ranch Road within the Easement Area (collectively, the "Easements").