

WHEN RECORDED RETURN TO:

Ent 541486 Bk 1465 Pg 895 - 919
MARCY M. MURRAY, Recorder
WASATCH COUNTY CORPORATION
2024 Feb 02 03:12PM Fee: \$40.00 CO
For: First American - South Jordan
ELECTRONICALLY RECORDED

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

Tax ID: 00-0015-9280;00-0015-9264; 00-0015-9298; 00-0015-9272; 00-0013-9100; 00-0013-9092; 00-0021-5028 and
00-0021-5029

ROADWAY EASEMENT AGREEMENT

This ROADWAY EASEMENT AGREEMENT (this “Agreement”) is made as of this 15th day of January, 2024 (the “Effective Date”), by and between Highway 32 Land LLC, a Utah limited liability company (the “Grantor”), and Jordanelle REF Acquisition LLC, a Delaware limited liability company (“Grantee”). Grantor and Grantee are sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

A. Grantor is the owner of certain real property located in Wasatch County, Utah, contiguous to and south of Utah State Route 32, and identified by the Wasatch County Recorder as parcel numbers 00-0015-9280, 00-0015-9264, 00-0015-9298, 00-0015-9272, and 00-0013-9100, 00-0013-9092 and described on Exhibit “A” attached hereto (the “Highway Property”).

B. Grantee has the right to acquire certain property contiguous to and south of the Highway Property pursuant to that certain Purchase and Sale Agreement (the “Holdings Agreement”) between RE Investment Holdings, L.L.C., a Utah limited liability company (“Holdings”), and CLERF III Acquisition LLC, a Delaware limited liability company (“CLERF”), dated October 23, 2019, that was assigned to Grantee pursuant to that certain Assignment of Purchase and Sale Agreement between CLERF and Grantee dated October 30, 2020, and identified by the Wasatch County Recorder as parcel numbers 00-0021-5028 and 00-0021-5029 and more particularly described on Exhibit “B” attached hereto (the “Holdings Property”);

C. Grantor desires to provide Grantee with (i) an easement across the area of the Highway Property described in Exhibit “C” attached hereto (the “Roadway Easement Area”) for (a) roadway access from Utah State Route 32 to the Holdings Property; and (b) the construction and future dedication of a connecting roadway from Utah State Route 32 to the Holdings Property; and (ii) an easement across the area of the Highway Property described in Exhibit “D” attached hereto (the “Utility Easement Area” and together with the Roadway Easement Area, the “Easement Area”) for utility access from the Roadway Easement Area to the Holdings Property.

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**. Grantor hereby grants and conveys to the Grantee for its use and for the use of itself, its successors in the Holdings 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 Roadway Easement Area for access from Utah State Route 32 to the Holdings Property; (b) a non-exclusive perpetual easement over and across the Roadway Easement Area for the construction of a connecting roadway from Utah State Route 32 to the Holdings Property; (c) a non-exclusive perpetual easement over and across the Easement Area for all utilities reasonably required to serve the Holdings 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 improvements constructed or to be constructed on the Easement Area; and (e) a non-exclusive perpetual easement under, through, on, in, across, and over reasonable areas outside of the Roadway 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 roadway, as required to construct the connecting roadway from Utah State Route 32 to the Holdings Property or by any governmental authority (collectively, the "Easements"). Upon completion of the connecting roadway pursuant to the Easements, the Parties agree to execute an amendment to this Agreement amending the Easement Area to the area of the completed connecting roadway and related improvements. It is the intent of the Parties that the connecting roadway from Utah State Route 32 to the Holdings Property be ultimately dedicated as a public road, and each Party agrees and covenants to promptly execute such instruments or documents, and perform all such acts as reasonably necessary to dedicate the connecting roadway and related improvements to a municipality or public entity or agency, upon the satisfaction of all conditions for such municipality's or public entity's or agency's acceptance of the dedication pursuant to applicable law. If in connection with the development of utilities on the Easement Area, easements are required to be granted to municipalities or utility companies providing such utilities, the granting of such additional utility easements shall be within

the scope of Grantee's rights hereunder, and Grantor agrees to execute and deliver such easements, consents, or other instruments necessary to grant such additional utility easements. Grantor acknowledges that public or private roadways and related utility facilities located on the Holdings Property that connect with the Easement may also connect with other public or private roadways and utility facilities that provide access and utilities to parcels other than the Holdings Property and that such use is within the scope of and permitted as part of the Easement and the persons accessing the Easement through all such roadways and utility facilities shall be deemed Permittees. Grantor acknowledges that Grantee intends to develop and construct a mixed use planned community on the Holdings Property and, subject to the terms and conditions of this Agreement, that use of the Easement Area in connection with such development is within the scope of and permitted as part of the Easement. 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) Grantor reserves the right to close off the portion of the Roadway Easement Area for such reasonable period of time as may be necessary, in the reasonable opinion of Grantor, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of the Easement Area, Grantor shall give written notice to Grantee 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 roadway over the Roadway Easement Area shall occur.

(c) Grantor 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 Highway Property.

(e) The Easements established and granted here are limited to the Easement Area. Grantee and its Permittees are not granted any right to access or to use any other portions of the Highway Property.

(f) Grantee acknowledges that the Easements are non-exclusive, and 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 connect to, abut or cross the Easement Area; (ii) drainage and utility facilities, including connects to the Easements; and (iii) other purposes benefitting Grantor, its successors and assigns, and its related persons and invitees and the Highway Property, and that Grantee accepts the Easements granted hereby subject

to such uses provided such other uses do not unreasonably interfere with Grantee's use of the Easement Area for vehicular and pedestrian passage or for the construction of the roadway. Grantee and its Permittees shall not unreasonably interfere with the other uses of the Easement Area.

(g) Grantee (the "Indemnitor") shall indemnify and hold harmless the Grantor and its employees, officers, directors, managers, members, shareholders, agents, professional consultants, and other affiliated persons, and its 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 Grantee; (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); 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) Grantee shall not commit or cause any kind of waste upon the Easement Area or the Highway Property.

(i) The Easements rights relating to roadway access from Utah State Route 32 to the Holdings Property granted by this Agreement shall terminate to the extent included in a dedication of a public roadway connecting Utah State Route 32 to the Holdings Property constructed pursuant to the terms of this Agreement, which road shall be maintained by a government entity. Grantor and Grantee shall cooperate to effect the dedication of the roadways over the Roadway Easement Area. To the extent not terminated pursuant to this Section 2.01(i), the Easements rights granted herein shall continue in full force and effect.

(j) Grantor shall not construct any improvements upon the Roadway Easement Area other than in accordance with the Section 2.01(c) of the Easement Development and Maintenance Agreement, as described herein.

(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. Grantor may, from time to time, relocate any portion of the Easement Area, to accommodate the use or development of the Highway 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; (ii) shall be subject to the reasonable approval of the Grantee; (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 Grantee; (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. Grantee may: (a) upon the acquisition of and in the course of its development or management of the Holdings Property, assign, in whole or in part, this Agreement to an owner of the Holdings Property or an owner's association created in connection with the operation of the Holdings Property; and (b) assign this Agreement to Holdings, which assignment is only effective in the event Grantee does not acquire the Holdings Property and: (A) the Holdings Agreement terminates; (B) Grantee otherwise no longer has the right to acquire the Holdings Property pursuant to the Holdings Agreement; or (C) Grantee otherwise decides to make the assignment to Holdings effective. If Grantee chooses to make an assignment pursuant to (a) above, or the assignment pursuant to (b) above is exercised, the assignee shall be responsible as a successor for all of the obligations of this Agreement, and Grantee shall be released from any and all liability and obligations arising out of this Agreement.

2.04 No Merger. It is the express interest of the Parties that this Agreement not be extinguished by, merged into, modified, or otherwise deemed affected by any other interest or estate Grantee receives in the Highway Property.

SECTION 3 CONSTRUCTION AND MAINTENANCE OF FACILITIES

3.01 Design and Construction of Improvements. 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 Grantee except in accordance with this Section 3. Any improvements on the Easement Area shall be designed, constructed and landscaped by Grantee at Grantee's cost, so as to be harmonious with the Highway Property, including, where applicable, conforming to natural terrain and vegetation. All improvements constructed by Grantee on the Easement Area shall conform to, and comply with, all existing covenants conditions and restrictions applicable to the Highway Property. No landscaping or related improvements constructed by Grantee on the Easement Area shall be of a nature that requires maintenance by, or cost to, Grantor materially beyond that ordinarily or customarily associated with similar landscaping in the surrounding areas. Grantee 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 Grantor, which approval shall not be unreasonably withheld or delayed. Grantee shall solicit at least three (3) bids from qualified professionals or contractors performing the improvements on the Roadway Easement Area, which solicitation shall include a solicitation of a bid from Intermountain Excavation – Utah, LLC, an affiliate of Grantor (“Intermountain”) and if the bid from Intermountain is the lowest bid provided by the bidders, and otherwise meets the terms and requirements of the bid proposal, including applicable specifications and schedules, and contains terms or conditions that are no less favorable, in any material respect, than the other competitive bids, as determined by Grantee in its reasonable discretion, Grantee shall accept such bid for completion of the improvements on the Roadway Easement Area; provided however, (i) that in the event Grantee accepts such bid, the terms of the construction agreement to be negotiated by Grantee and Intermountain shall provide that a proportionate amount (calculated based on the proportion which the Fireside Contribution bears to the total costs of the improvements on the Roadway Easement Area) of the payment to Intermountain for the cost of the improvements on the Roadway Easement Area shall be reduced by, and be a credit against, the Fireside Contribution (as defined herein), and (ii) Intermountain will have the opportunity to match a lower bid provided by the other bidders.

3.02 Construction Activities. Grantee shall provide Grantor with notice at least five (5) business days prior to any Construction Activities, provided that in the event of an emergency, Grantee shall provide Grantor with such advance notice of any Construction Activities as is reasonably practicable, and all such Construction Activities, including, without limitation, plans and specifications, shall be subject to the approval of Grantor, which approval shall not be unreasonably withheld or delayed, and Grantee shall complete and construct such Construction Activities in accordance with the Section 2.01(a) and Section 2.02 of the Easement Development and Maintenance Agreement, as described herein. 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, Grantee shall provide to Grantor for approval a copy 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. Grantee shall cooperate with Grantor in a reasonable manner to schedule all Construction Activities so as to minimize the interference with the Highway 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 Grantee 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 Highway 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. Grantee 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. Grantee shall not permit any liens against the Highway Property 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. Grantor is responsible for reimbursement to Grantee of certain costs related to the Construction Activities (the “Fireside Contribution”) pursuant to the terms of separate agreement(s) by and between Grantor and Grantee, which includes the Easement Development and Maintenance Agreement, and the payment of such obligation shall be secured by a lien on the Highway Property.

3.03 Maintenance. Grantee shall maintain any improvements constructed by it in the Easement Area; provided that Grantor shall pay to Grantee fifty percent (50%) of the reasonable costs and expenses relating to the maintenance or operation of the roadway within the Roadway Easement Area and related improvements (other than the cost of maintenance or repair by a damaging Party, the cost of which shall be the sole expense of such Party). Grantee shall from time to time provide Grantor an invoice of such expenses together with such invoices and other documents reasonably evidencing such expenses, and Grantor shall pay such invoice within thirty (30) days of the receipt of written request of payment therefor. The Parties shall annually establish or approve a budget for the maintenance of the roadway and related improvements. Any expenses exceeding the budget by more than five percent (5%) shall require the approval of Grantor and Grantee, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Grantor 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 Highway Property (including, without limitation, vegetation and natural landscaping and formations and any improvements made by the Grantor to its property) as a result of the use, maintenance or alteration of the Easement Area shall be promptly repaired by the Grantee at its sole cost and expense to the reasonable satisfaction of the Grantor. Notwithstanding the foregoing, Grantee shall not be responsible to repair or replace any damage to any improvements constructed or installed by Grantor on the Easement Area.

3.04 Lien Free Construction; Correction of Damage. Grantee shall cause all Construction Activities to be designed and constructed free of any mechanics' or materialmen's liens. Grantee 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 Highway 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. Notwithstanding the foregoing, Holdings, as the current owner of the Holdings Property, and the successors and assigns of Holdings in the Holdings Property, to the extent of their interest therein, are deemed Permittees and intended third-party beneficiaries of the Easements granted hereby, and, subject in all cases to the terms and conditions of this Agreement, all rights to use and enjoy the Easement, to the full extent of Grantee's interest therein, shall extend to Holdings.

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.

Grantor

Highway:

Highway 32 Land LLC,
a Utah limited liability company

By: Jamie Mackay
Name: Jamie Mackay
Its: President

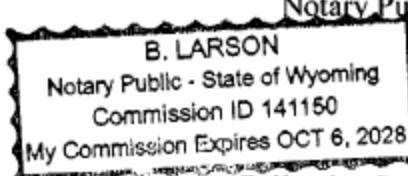
STATE OF Wyoming)
) ss.
County of Teton)

On this 18th day of January, 2024, before me personally appeared Jamie Mackay, the President of Highway 32 Land LLC, a Utah limited liability company, who executed the foregoing instrument for and on behalf thereof.

B. Larson
Notary Public

My Commission Expires:

Oct 6, 2028



[Signatures Continue on Following Page]

Grantee:

JORDANELLE REF:

Jordanelle REF Acquisition LLC,
a Delaware limited liability company

By: Cody Winterton

Name: Cody Winterton

Its: Authorized Agent

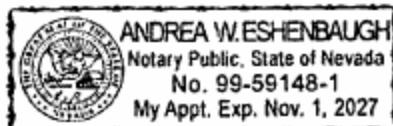
STATE OF Nevada)
) ss.
County of Clark)

On this 12th day of January, 2024, before me personally appeared Cody Winterton, the Authorized Agent of Jordanelle REF Acquisition LLC, a Delaware limited liability company, who executed the foregoing instrument for and on behalf thereof.

Andrea W. Eshenbaugh
Notary Public

My Commission Expires:

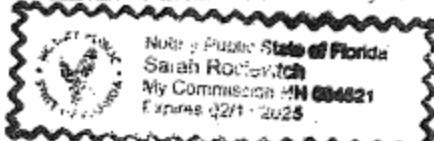
November 1, 2027



CONSENT AND NON-DISTURBANCE

Vogel Hill LLC, a Wyoming Limited Liability Company and Trident Vogel Hill LLC, a Delaware Limited Liability Company collectively being the Beneficiary under that Fourth Deed of Trust and Assignment of Rents recorded May 25, 2021, as Entry No. 500918 in Book 1357 at Page 258 of the Official Records of the Wasatch County Recorder's Office, hereby consents to the foregoing Easement and any future dedication of a public right of way in the area of the Easement and agrees that neither beneficiary nor their successor thereto, including through foreclosure, deed-in-lieu of foreclosure, or otherwise, shall interfere with or disturb the use of the Easement or the dedication of a public right of way in the area of the Easement. Beneficiary reaffirms its acknowledgement and agreement contained in the Fourth Deed of Trust that the Fourth Deed of Trust and the indebtedness secured thereby, all as amended from time to time, are subject and subordinate to the three (3) prior deeds of trust (Entry Nos. 481800, 481801, and 481802) and the indebtedness secured thereby, all as amended from time to time, as of the date hereof.

Wyoming 02-12-5-2023



EXPIRES: 02/17/2025
Commission: 094521
STATE OF FL)
COUNTY OF Escambia)

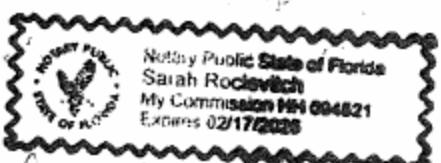
Vogel Hill LLC, a Delaware Limited Liability Company

By: Brad Lacour
Name: Brad Lacour
Title: EV

02-12-5-2023

On the 5 day of December, 2023, before me, the subscriber, personally appeared Brad Lacour, as Executive Vice President of Trident Vogel Hill LLC, a Delaware Limited Liability Company, known to me to the person described in and who executed the within instrument, and he acknowledged to me that he executed the same.

Sarah Rockvitch
Notary Public



Commission: 094521
STATE OF FL)
COUNTY OF Escambia)

Trident Vogel Hill LLC, a Delaware Limited Liability Company

By: Brad Lacour
Name: Brad Lacour
Title: EV

On the 5 day of December, 2023, before me, the subscriber, personally appeared Brad Lacour, as Executive Vice President of Trident Vogel Hill LLC, a Delaware Limited Liability Company, known to me to the person described in and who executed the within instrument, and he acknowledged to me that he executed the same.

Sarah Rockvitch
Notary Public

Exhibit B

(see easement attached)

CONSENT AND NON-DISTURBANCE

Frank Procida, an individual, being the Beneficiary under that Deed of Trust and Assignment of Rents recorded July 30, 2020, as Entry No. 481800 in Book 1304 at Page 563 of the Official Records of the Wasatch County Recorder's Office, hereby consents to the foregoing Easement and any future dedication of a public right of way in the area of the Easement and agrees that neither beneficiary nor their successor thereto, including through foreclosure, deed-in-lieu of foreclosure, or otherwise, shall interfere with or disturb the use of the Easement or the dedication of a public right of way in the area of the Easement.

By: Frank Procida
Name: FRANK Procida
Title: _____

STATE OF NY)
)
COUNTY OF Suffolk)

On the 17 day of January 2024 before me, the subscriber, personally appeared Frank Procida, known to me to the person described in and who executed the within instrument, and he acknowledged to me that he executed the same.



Notary Public

<p>Gerard J. McCreight Notary Public - Suffolk County, NY Registration No. 02MC6405956 Expires 03/23/20 <u>24</u></p>

Exhibit B

(see easement attached)

CONSENT AND NON-DISTURBANCE

Joseph Procida, Trustee of the Joseph Procida Trust, dated November 19, 2003, being the Beneficiary under that Second Deed of Trust and Assignment of Rents recorded July 30, 2020, as Entry No. 481801 in Book 1304 at Page 568 of the Official Records of the Wasatch County Recorder's Office, hereby consents to the foregoing Easement and any future dedication of a public right of way in the area of the Easement and agrees that neither beneficiary nor their successor thereto, including through foreclosure, deed-in-lieu of foreclosure, or otherwise, shall interfere with or disturb the use of the Easement or the dedication of a public right of way in the area of the Easement.

By: Joseph Procida

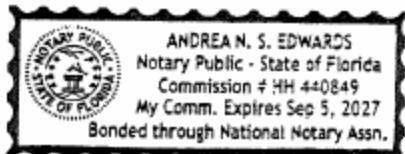
Name: Joseph Procida

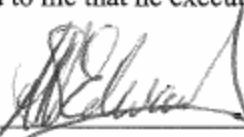
Title: Trustee

STATE OF Florida)

COUNTY OF Palm Beach)

On the 11 day of January, 202₁, before me, the subscriber, personally appeared Joseph Procida, Trustee of the Joseph Procida Trust, dated November 19, 2003, known to me to the person described in and who executed the within instrument, and he acknowledged to me that he executed the same.





Notary Public

Exhibit A
Highway Property

APN: 00-0015-9280, 00-0015-9264, 00-0015-9298,
00-0015-9272, 00-0013-9092, and 00-0013-9100

A description of a parcel of land for the purpose of an easement agreement. Said parcel of land comprises Wasatch County Parcel numbers 00-0015-9280, 00-0015-9264, 00-0015-9298, 00-0015-9272, 00-0013-9092 and 00-0013-9100 and is situated in Sections 3 and 4 of Township 3 South, Range 5 East, Salt Lake Base and Meridian. Said parcel is described as follows:

Beginning at the Southeast corner of Section 4, Township 3 South, Range 5 East, Salt Lake Base and Meridian and running
thence South 89°29'18" West 2620.41 feet along the South Section Line of Section 4 to the
South Quarter Corner of Section 4;

thence North 0°07'19" East 3434.55 feet more or less along the North-South Quarter
Section line of Section 4 to the South Right-of-Way line of State Highway 32;

thence along the South Right-of-Way line of State Highway 32 the following fourteen
(14) courses:

- (1) South 85°31'32" East 241.96 feet;
- (2) South 9°10'29" East 421.99 feet;
- (3) North 47°08'59" East 516.97 feet;
- (4) North 86°52'46" East 151.33 feet;
- (5) South 85°31'32" East 346.60 feet;
- (6) South 88°06'18" East 266.81 feet;
- (7) South 85°00'27" East 244.47 feet;
- (8) North 56°06'47" East 353.86 feet;
- (9) South 83°44'59" East 362.49 feet;
- (10) North 14°19'23" West 343.66 feet;
- (11) North 30°15'00" East 264.19 feet;
- (12) North 27°41'02" East 753.74 feet;
- (13) North 28°59'34" East 192.28 feet to a point of curvature;

(14) 34.79 feet along the arc of a 1322.40 foot radius curve to the right, with a
central angle of 1°30'27" and a Long Chord of North 32°25'54" East 34.79 feet to the East line of
parcel 00-0015-9280;

thence South 0°03'57" West 903.33 feet more or less to the south line of Government
Lot 4 of Section 3, Township 3 South, Range 5 East, Salt Lake Base and Meridian;

thence North 89°53'59" West 50.00 feet along the south line of Government Lot 2 of
Section 4 to a point 190.00 feet perpendicularly distant from the East Section Line of Section 4;

thence South 0°03'56" West 3959.44 feet more or less 190.00 feet distant from and
parallel to the East Section line of Section 4 to the South Section line of Section 3;

thence North 89°54'29" West 190.00 feet along the South Section line of Section 3 to
the point of beginning;

Contains: 227.088 Acres

Exhibit A
The Highway Property
(Continued)

Ent 541486

Bk 1465Pg 910

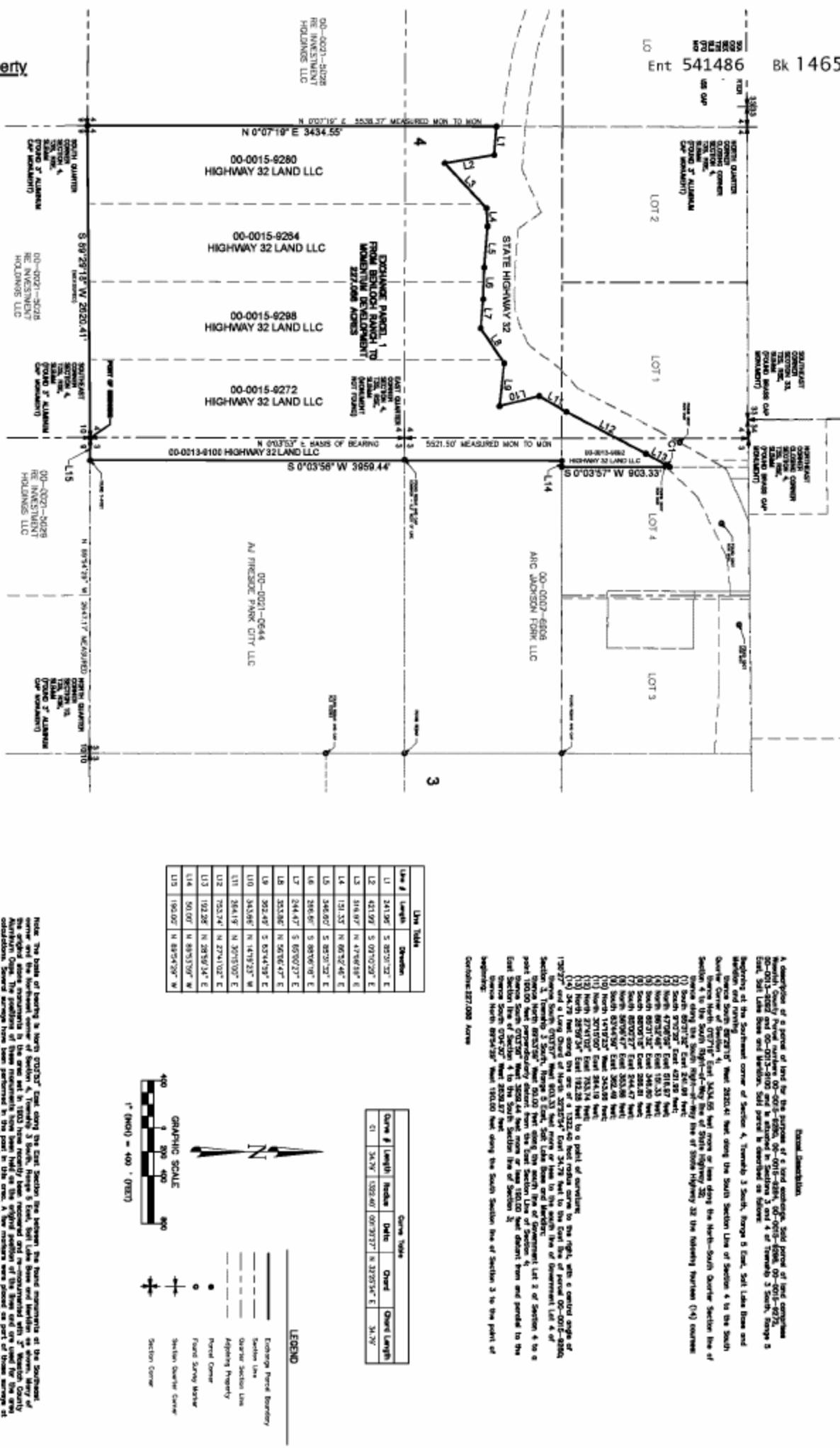


Exhibit B
Holdings Property

APN: 00-0021-5028 and 00-0021-5029

A description of a parcel of land for the purpose of an easement agreement. Said parcel of land comprises Wasatch County Parcel numbers 00-0021-5028 and 00-0021-29 and is situated in Sections 9 and 10 of Township 3 South, Range 5 East, Salt Lake Base and Meridian. Said parcel is described as follows:

All of Section 9, Township 3 South, Range 5 East, Salt Lake Base and Meridian

AND

The west half of the west half of Section 10, Township 3 South, Range 5 East, Salt Lake Base and Meridian, and the southeast quarter of the southwest quarter of said Section 10.

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T3S 5RE

9

Holdings Property
(00-0021-5028)

4

12

15

Holdings Property
(00-0021-5029)

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Exhibit C
Roadway Easement Area

APN: 00-0015-9280, 00-0015-9264, 00-0015-9298,
00-0015-9272, 00-0013-9092, and 00-0013-9100

A description of an easement for an access roadway across Wasatch County Parcel numbers 00-0015-9280, 00-0015-9264, 00-0015-9298, 00-0015-9272, 00-0013-9092 and 00-0013-9100 and is situated in Sections 3 and 4 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.

Beginning at a point on the South Section line of Section 3 being South 89°54'29" East 76.27 feet from the Southeast corner of Section 4, Township 3 South, Range 5 East, Salt Lake Base and Meridian and running

thence North 22°05'36" West 257.81 feet to a point of curvature;
thence 111.10 feet along the arc of a 150.00 foot radius curve to the left with a central angle of 42°26'18" and a long chord of North 43°18'08" West 108.58 feet;
thence North 64°31'17" West 83.90 feet to a point of curvature;
thence 160.01 feet along the arc of a 150.00 foot radius curve to the left with a central angle of 61°07'11" and a long chord of South 84°55'08" West 152.53 feet;
thence South 54°21'32" West 126.49 feet to a point of curvature;
thence 170.22 feet along the arc of a 150.00 foot radius curve to the right with a central angle of 65°01'14" and a long chord of South 86°52'09" West 161.24 feet;
thence North 60°37'14" West 316.89 feet to a point of curvature;
thence 247.58 feet along the arc of a 500.00 foot radius curve to the right with a central angle of 28°22'14" and a long chord of North 46°26'07" West 245.06 feet;
thence North 32°15'00" West 347.54 feet to a point of curvature;
thence 244.79 feet along the arc of a 333.00 foot radius curve to the right with a central angle of 42°07'05" and a long chord of North 11°11'28" West 239.31 feet;
thence North 9°52'05" East 108.53 feet to a point of curvature;
thence 82.87 feet along the arc of a 1000.00 foot radius curve to the right with a central angle of 4°44'54" and a long chord of North 12°14'32" East 82.85 feet;
thence North 14°36'58" East 187.69 feet to a point of curvature;
thence 100.68 feet along the arc of a 333.00 foot radius curve to the left with a central angle of 17°19'20" and a long chord of North 5°57'18" East 100.29 feet;
thence North 2°42'22" West 337.19 feet to a point of curvature;
thence 438.58 feet along the arc of a 150.00 foot radius curve to the right with a central angle of 167°31'28" and a long chord of North 81°03'23" East 298.22 feet;
thence South 15°10'53" East 538.05 feet to a point of curvature;
thence 299.21 feet along the arc of a 150.00 foot radius curve to the left with a central angle of 114°17'25" and a long chord of South 72°19'36" East 252.01 feet;

thence North 50°31'42" East 459.11 feet to a point of curvature;
thence 135.34 feet along the arc of a 333.00 foot radius curve to the left with a central angle of 23°17'10" and a long chord of North 38°53'07" East 134.41 feet;
thence North 27°14'31" East 104.39 feet to a point of curvature;
thence 197.02 feet along the arc of a 150.00 foot radius curve to the left with a central angle of 75°15'21" and a long chord of North 10°23'09" West 183.16 feet;
thence North 48°00'50" West 81.78 feet to a point of curvature;
thence 193.50 feet along the arc of a 333.00 foot radius curve to the right with a central angle of 33°17'34" and a long chord of North 31°22'03" West 190.79 feet;
thence North 14°43'15" West 77.96 feet to a point of curvature;
thence 136.84 feet along the arc of a 333.00 foot radius curve to the left with a central angle of 23°29'36" and a long chord of North 26°29'36" West 135.88 feet;
thence North 38°15'56" West 223.49 feet to a point of curvature;
thence 177.76 feet along the arc of a 333.00 foot radius curve to the left with a central angle of 30°35'10" and a long chord of North 53°33'31" West 175.66 feet;
thence North 68°51'06" West 101.39 feet to a point of curvature;
thence 69.12 feet along the arc of a 333.00 foot radius curve to the right with a central angle of 11°53'31" and a long chord of North 62°54'20" West 68.99 feet;
thence North 56°57'34" West 95.40. feet to a point of curvature;
thence 397.32 feet along the arc of a 333.00 foot radius curve to the left with a central angle of 68°21'46" and a long chord of South 88°51'33" West 374.17 feet;
thence South 54°40'40" West 335.71 feet to a point of curvature;
thence 119.63 feet along the arc of a 700.00 foot radius curve to the right with a central angle of 9°47'32" and a long chord of South 59°34'26" West 119.49 feet;
thence South 64°28'12" West 376.78 feet to a point of curvature;
thence 436.24 feet along the arc of a 150.00 foot radius curve to the right with a central angle of 166°37'50" and a long chord of North 32°12'53" West 297.96 feet;
thence North 51°06'02" East 830.01 feet to a point of curvature;
thence 123.23 feet, more or less, along the arc of a 150.00 foot radius curve to the left with a central angle of 47°04'13", more or less, and a long chord of North 27°33'56" East 119.79 feet, more or less, to the south line of State Highway 32 and the point of termination.

Together with an additional 110 foot access easement being 55 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 termination.

Beginning on the centerline of the above described easement at a point North 02°50'49" West 214.26 feet from the Southeast corner of Section 4, Township 3 South, Range 5 East, Salt Lake Base and Meridian and running

thence North 67°55'01" East 216.89 feet, more or less, to the East line of Wasatch County parcel number 00-0013-9100 and the point of termination.

Together with an additional 110 foot access easement being 55 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 termination.

Beginning on the centerline of the above described easement at a point North 02°50'49" West 214.26 feet from the Southeast corner of Section 4, Township 3 South, Range 5 East, Salt Lake Base and Meridian and running

thence South 67°55'01" West 291.03 feet to a point of curvature;

thence 133.06 feet along the arc of a 350.00 foot radius curve to the left with a central angle of 21°46'55" and a long chord of South 57°01'33" West 132.26 feet;

thence South 46°08'05" West 52.57 feet more or less, to the South line of Wasatch County parcel number 00-0015-9272 and the point of termination.

Exhibit C
Easement Area
(Continued)

Ent 541486 Bk 1465Pg 917

Line Table		
Line #	Length	Direction
L1	257.81'	N 22°05'36" W
L2	83.90	N 64°31'17" W
L3	126.49'	S 54°21'32" W
L4	316.89'	N 60°37'14" W
L5	347.54'	N 32°15'00" W
L6	108.53'	N 09°52'05" E
L7	187.69'	N 14°36'58" E
L8	337.19'	N 02°42'22" W
L9	104.39'	N 27°14'31" E
L10	81.78'	N 48°00'50" W
L11	77.96'	N 14°43'15" W
L12	223.49'	N 38°15'56" W
L13	101.39'	N 68°51'06" W
L14	95.40'	N 56°57'34" W
L15	335.71'	S 54°40'40" W
L16	376.78'	S 64°28'12" W
L17	216.89	N 67°55'01" E
L18	291.03	S 67°55'01" W
L19	52.57	S 46°08'05" W

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Length
C1	111.10'	150.00'	042°26'18"	N 43°18'08" W	108.58
C2	160.01'	150.00'	061°07'11"	S 84°55'08" W	152.53
C3	170.22'	150.00'	065°01'14"	S 86°52'09" W	161.24
C4	247.58'	500.00'	028°22'14"	N 46°26'07" W	245.06
C5	244.79'	333.00'	042°07'05"	N 11°11'28" W	239.31
C6	82.87'	1000.00'	004°44'54"	N 12°14'32" E	82.85
C7	100.68'	333.00'	017°19'20"	N 05°57'18" E	100.29
C8	438.58'	150.00'	167°31'28"	N 81°03'23" E	298.22
C9	299.21'	150.00'	114°17'25"	S 72°19'36" E	252.01
C10	135.34'	333.00'	023°17'10"	N 38°53'07" E	134.41
C11	197.02'	150.00'	075°15'21"	N 10°23'09" W	183.16
C12	193.50'	333.00'	033°17'34"	N 31°22'03" W	190.79
C13	136.84'	333.00'	023°32'40"	N 26°29'36" W	135.88
C14	177.76'	333.00'	030°35'10"	N 53°33'31" W	175.66
C15	69.12'	333.00'	011°53'31"	N 62°54'20" W	68.99
C16	397.32'	333.00'	068°21'46"	S 88°51'33" W	374.17
C17	119.63'	700.00'	009°47'32"	S 59°34'26" W	119.49
C18	436.24'	150.00'	166°37'50"	N 32°12'53" W	297.96
C19	123.23'	150.00'	047°04'13"	N 27°33'56" E	119.79
C20	133.06'	350.00'	021°46'55"	S 57°01'33" W	132.26

Exhibit D
Utility Easement Area

A STRIP OF LAND BEING 80 FEET IN WIDTH BEING 40 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; SIDES OF THE EASEMENT EXTEND OR TERMINATE AT THE BOUNDARY LINES DESCRIBED.

BEGINNING AT A POINT WHICH IS SOUTH 89°29'18" WEST ALONG THE SECTION LINE A DISTANCE OF 1803.60 FEET FROM THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 06°40'43" EAST 322.78 FEET TO THE POINT OF A 1,500.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 363.41 FEET THROUGH A CENTRAL ANGLE OF 13°52'52" (CHORD BEARS NORTH 13°37'09" EAST 362.52 FEET); THENCE NORTH 20°33'35" EAST 228.90 FEET; THENCE NORTH 85°12'31" EAST 292.13 FEET; THENCE NORTH 64°31'42" EAST 65.04 FEET TO THE DESCRIPTION OF JORDANELLE RIDGE PARKWAY AND THE POINT OF TERMINATION.

SAID STRIP CONTAINING 2.34 ACRES, MORE OR LESS.

Exhibit D
Utility Easement Area Continued

JORDANELLE RIDGE UTILITY EXHIBIT

