

**When Recorded, Mail to:**

JORDANELLE REF ACQUISITION LLC  
10421 S Jordan GTWY, Ste. 200  
South Jordan, Utah 84095

APN: 00-0021-6813

FATC File # 4322312

**SLOPE EASEMENT AGREEMENT**

This SLOPE EASEMENT AGREEMENT (this “**Agreement**”) is made this 30 day of September, 2024, by and between THACKERAY FAMILY HOLDINGS II, LLC, a Utah limited liability company, and JOHANSEN FAMILY HOLDINGS II, LLC, a Utah limited liability company (collectively, the “**Grantor**”), and JORDANELLE REF ACQUISITION LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee are sometimes referred to individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

A. Grantor owns a certain real property in Wasatch County, Utah, commonly known as a portion of Tax Parcel Number 00-0021-6813 and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the “**Grantor Property**”).

B. Grantee owns certain real property in Wasatch County, Utah, commonly known as a portion of Tax Parcel Number 00-0021-6813 and more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the “**Grantee Property**”).

C. Grantee desires certain easements on, over, and across those certain portions of the Grantor Property that are more particularly described on Exhibit C, attached hereto and incorporated herein by this reference (collectively, the “**Easement Area**”) for the purposes set forth in this Agreement.

D. Grantor is willing to convey such easements to Grantee, subject to and in conformance with the terms and conditions set forth in this Agreement.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the Parties agree as follows:

A. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, without warranty, a perpetual, nonexclusive easement (the “**Easement**”), for the benefit of the Grantee Property, on, over and across the Easement Area described in the attached Exhibit C, (a) for the construction,

installation, maintenance, use (including lateral and subjacent support), replacement, and repair of grading slopes and any related grading or retaining improvements within the Easement Area (collectively, the “**Improvements**”) in accordance with a grading plan (the “**Grading Plan**”) and construction drawings (the “**Construction Drawings**”) pertaining to the Improvements, which Grading Plan and Construction Drawings shall be prepared by Grantee and approved by Grantor, whose approval shall not be unreasonably withheld or delayed, and be accepted and approved by Heber City (the “**City**”) prior to the commencement of construction of the Improvements, and (b) for the limited purpose of providing vehicular and pedestrian access for the construction, maintenance, and repair of the Improvements. All work performed within the Easement Area by Grantee and Grantee’s Agents (as defined below) shall be in strict conformance with the Grading Plan, the Construction Drawings and the City’s engineering standards and specifications. Grading of the real property within the Easement Area shall be completed in a manner that ensures there is no development storm water drainage discharged onto the Grantor Property from the Grantee Property, nor from the Highlands development, nor from any other adjacent property, but which may allow for surface water runoff or historical drainage water (as required by the City) discharged onto the Grantor Property. Grantee has disclosed to Grantor that Grantee intends to construct and improve on certain portions of the Grantee Property which are adjacent to the Easement Area a roadway (the “**Roadway**”), which Roadway, upon completion, Grantee intends to dedicate to the City. Although the Easement Area shall be utilized by Grantee to provide lateral and subjacent support for the Roadway to be constructed on the Grantee Property, Grantee hereby covenants and agrees that no portion of the Roadway shall be constructed upon or within any portion of the Easement Area. Notwithstanding the foregoing, if in connection with the development of Improvements on the Easement Area, easements are required to be granted to municipalities or utility companies, the granting of such additional 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 easements

B. **Access.** Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, “**Grantee’s Agents**”) shall have the right to enter upon the Easement Area solely for the purposes permitted by this Agreement. Grantee and Grantee’s Agents will enter upon the Easement Area at their sole risk and hazard and shall enter upon the Easement Area from existing roads. Grantee hereby releases Grantor from any claims relating to the condition of the Easement Area and also related to the entry upon the Easement Area by Grantee and Grantee’s Agents.

C. **Reservation by Grantor.** Notwithstanding anything to the contrary herein, Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with the Easement nor with Grantee’s easement rights and interests granted under this Agreement. Without limiting the generality of the foregoing, Grantor expressly reserves the right (a) to relocate, or require the relocation of the Easement Area at any time at Grantor’s cost and expense, provided that such relocation provides Grantee with comparable easement rights and functionality and provided that such relocation terminates the use of the Easement in its prior location, and (b) to grant additional rights, easements or encumbrances to other third parties to use or occupy the Easement Area so long as such use does not unreasonably interfere with Grantee’s rights hereunder. Grantee hereby understands and agrees that the Easement is granted on a non-exclusive basis and that other third parties have been, and/or may in the future, be granted the right by Grantor to use the Easement Area and/or surrounding areas in a way that does not materially prevent or impair the use or

exercise of the rights granted to Grantee pursuant to this Agreement.

D. **Condition of the Easement Area.** Grantee accepts the Easement Area and all aspects thereof in its "AS IS," "WHERE IS" condition, without warranties, either express or implied, and "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other licenses, easements, rights, or other encumbrances affecting the Easement Area. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement is granted to Grantee subject to: (a) any facts which an accurate ALTA/ASCM survey or physical inspection of the Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) all reservations, licenses, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to Grantee's use and improvement of the Easement Area.

E. **Maintenance; Restoration; and Damage.**

1. **General Maintenance and Restoration.** Except for the construction and use of the Improvements within the Easement Area authorized pursuant to this Agreement, Grantee, at its sole cost and expense, shall promptly repair any damage caused by Grantee or Grantee's Agents to the Easement Area, to any other portion of the Grantor Property, and to Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Grantee and/or Grantee's Agents. Except for the construction and use of the Improvements within the Easement Area authorized pursuant to this Agreement, Grantee shall restore the Easement Area and all adjacent portions of the Grantor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Easement Area by Grantee and Grantee's Agents. Grantee's restoration responsibilities shall also include, but not be limited to: (i) removal of all improvements (other than the Improvements), equipment or materials which it has caused to be placed upon the Easement Area; (ii) filling in and repairing of all other portions of the Easement Area which are damaged, rutted or otherwise disturbed as a result of Grantee's operations with the same topsoil existing prior to said construction activities as necessary such that all disturbed areas are ready for re-vegetation; (iii) compacting of the soil after it is backfilled to a density acceptable to Grantor; (iv) grading of the areas in which the soils were removed and relocated; and (v) leaving the Easement Area in a condition which is clean, free of debris and hazards which may be caused by Grantee's activities, and subject to neither environmental hazards, nor liens caused by Grantee's activities.

2. **Damage Fees.** Grantee will reimburse Grantor for any damages, losses, liabilities or expenses due to injury of any person or property damage that results from Grantee's, or Grantee's Agents': (i) entry onto, presence upon, or work performed on the Easement Area and on any other portion of the Grantor Property not authorized by this Agreement and/or (ii) failure to comply with any of the terms or conditions of this Agreement.

3. **Future Work Conducted.** Grantee shall provide Grantor with at least fifteen (15) days prior written notice before entering onto the Easement Area to perform any work as authorized in this Agreement, and Grantee shall use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Grantor Property.

4. **Hazardous Substances.** Except for motor fuels used by vehicles and construction equipment and materials and products used in constructing the Improvements, Grantee agrees not to generate, store, dispose of, release, or use any Hazardous Substances on the Grantor Property. As used in this Agreement, the term "**Hazardous Substances**" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws. Grantee agrees to immediately notify Grantor of any leaking or spillage of Hazardous Substances on the Grantor Property. Grantee shall be exclusively liable for all cleanup and remediation costs thereof.

As used in this Agreement, the term "**Hazardous Waste Laws**" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

F. **Liens.** Grantee shall keep the Grantor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and Grantee shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents.

G. **Insurance.** Grantee will maintain in force the insurance policies and coverage set forth below. Additionally, Grantee will ensure that prior to entering onto the Easement Area or any other portion of the Grantor Property, all of Grantee's Agents and other such parties who assist with the construction of the Improvements or use of the Easement Area are either covered under the terms of Grantee's insurance policies, or that each of such parties obtains similar policies and that, at a minimum, provide Grantor the same protections. Grantee agrees to obtain and maintain the following insurance coverages and policies:

1. **Liability Insurance Coverage and Limits.** A commercial general liability insurance policy insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and the areas immediately adjoining the Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00). Grantor must be endorsed as an additional insured on such policy on ISO Form CG 2010 (10/93) or its equivalent. The coverage set forth above shall be primary coverage and shall apply specifically to the Easement Area, the Grantor Property, and adjacent areas.

2. **Workers' Compensation Insurance.** All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, Grantee shall maintain Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars (\$500,000.00).

3. **Automobile Insurance.** Automobile Liability Insurance with a minimum limit of not less than Two Million Dollars (\$2,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

4. **Waiver.** Grantee hereby waives and shall cause their respective insurance carriers to waive any and all rights of subrogation, recovery, claims, actions or causes of action against Grantor for any loss or damage with respect to the Grantor Property, the Easement Area and the Improvements, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Agreement been carried) covered by insurance.

H. **Compliance with Laws.** Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, relating to Grantee's construction of the Improvements and use of the Easement Area.

I. **Indemnification.** Grantee shall indemnify, release and defend, with counsel of Grantor's choice, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively the "**Claims**", or separately a "**Claim**") caused by or resulting from the conduct, acts or omissions of the Grantee and/or Grantee's Agents, arising from or relating to (i) any use of the Easement Area, the Grantor Property, and/or adjacent areas by Grantee or Grantee's Agents, (ii) any act or omission of Grantee or any of Grantee's Agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Easement Area, the Grantor Property, and/or adjacent areas, (iv) any violation or alleged violation by Grantee or Grantee's Agents of any law or regulation now or hereafter enacted, (v) the failure of Grantee to maintain the Easement

Area and/or the Improvements in a safe condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by Grantee or Grantee's Agents on or about the Easement Area, the Grantor Property, and/or adjacent areas, (vii) any breach by Grantee of its obligations under this Agreement, and (viii) any enforcement by Grantor of any provision of this Agreement and any cost of removing Grantee or Grantee's Agents or its or their property or equipment from the Easement Area or restoring the same as authorized herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused by or resulting from the conduct, acts or omissions of the of the Indemnitees. Grantee, as a material part of the consideration of this Agreement, waives all claims or demands against Grantor and the other Indemnitees for any such loss, damage, or injury of or to Grantee or Grantee's property. The indemnity provided by Grantee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

J. **Termination and Remedies.** The Easements rights granted by this Agreement shall terminate to the extent: (i) included in a dedication of the Roadway to the City or other government entity, which dedication provides for the maintenance of the Improvements by the City or other government entity; or (ii) if not included in the dedication of the Roadway, then in the event the City or other government entity require and are granted by Grantor a maintenance easement for the Improvements on the Easement Area. Grantor and Grantee shall cooperate to effect such dedication or the grant of such maintenance easement, and upon such dedication or grant of easement, Grantee shall have no further obligations under this Agreement. If Grantee breaches of any of its obligations under this Agreement, Grantee shall commence the cure of such breach within fifteen (15) business days after notice of such breach is given by Grantor to Grantee, and thereafter Grantee shall diligently prosecute such cure until the cure is completed; provided, however, that such 15 business day period may be extended for up to three (3) additional 15 business day periods to the extent reasonably necessary to complete such cure, so long as the cure was commenced within the initial 15-day period. If Grantee remains in default of this Agreement after all applicable cure periods hereunder, Grantor shall not have the right to terminate this Agreement, but shall have the right to pursue all remedies available at law or in equity, including but not limited to a suit for damages for any compensable breach or noncompliance herewith and/or an action for specific performance or injunction. All remedies provided herein or by law or equity shall be cumulative and not exclusive. No termination or expiration of this Agreement due to mutual agreement by the Parties or breach by the Grantee shall relieve Grantee of its obligations to perform those acts required to be performed either prior to or after the termination of this Agreement. To the extent not terminated pursuant to this Section, the Easements rights granted herein shall continue in full force and effect.

K. **Run with the Land/Successors.** The provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

L. **Attorneys' Fees.** If this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing Party shall be paid by the losing Party, including fees and costs incurred upon appeal or in bankruptcy court.

M. **Notices.** All notices shall be in writing and shall be deemed to have been sufficiently given or served when delivered personally or three (3) business days after the deposit of such notice in the United States mail, when sent by registered or certified mail, return receipt requested, addressed as follows:

To Grantee: Jordanelle REF Acquisition LLC  
10421 S. Jordan Gateway, Suite 200  
South Jordan, UT 84095  
Attn: Cody Winterton  
Email: cwinterton@raintree.us.com

With a copy to: Raintree Investment Corp.  
10421 S. Jordan Gateway, Suite 200  
South Jordan, UT 84095  
Attn: Patrick M. Parker  
Email: pparker@raintree.us.com

With a copy to: Holley Driggs  
300 S. 4th Street, Suite 1600  
Las Vegas, NV 89101  
Telephone No. (702) 791-0308  
Attn: J. Douglas Driggs, Jr.  
Email: ddriggs@nevadafirm.com

To Grantor: Thackeray Family Holdings II, LLC  
Johansen Family Holdings II, LLC  
1165 E. Wilmington Ave., Suite 275  
Salt Lake City, Utah 84106  
Email: johnm@jtcompany.com

Either Party may designate a different individual or address for purpose of receiving notices, by giving written notice thereof to the other Party in the manner described above.

N. **No Prescriptive Easement.** The Grantor Property, including the Easement Area, is and shall at all times remain the private property of Grantor. The use of the Grantor Property and the Easement Area is permissive and shall be limited to the express purposes and uses by Grantee authorized pursuant to this Agreement. Neither Grantee, nor its successors or assigns, shall acquire nor be entitled to claim or assert any rights to the Easement Area or any other portion of the Grantor Property, including without limitation prescriptive easement rights, beyond the express terms and conditions of this Agreement.

O. **Authorization.** Each individual executing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing body of the Party for which he/she signs, to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

P. **Miscellaneous.** This Agreement (including all attached Exhibits) constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect; provided, however, the invalid provision does not have a materially adverse effect on Grantor. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the Agreement or any earlier draft of the same. This Agreement may be signed in multiple counterparts, all of which taken together shall constitute one and the same Agreement. Further, copied or electronically or facsimile transmitted signatures of an original signature shall be treated for all purposes as an original signature. After execution and delivery of this Agreement, a copy of the signed Agreement shall be considered for all purposes as an original of the Agreement to the maximum extent permitted by law, and no Party to this Agreement shall have any obligation to retain a version of the Agreement that contains original signatures in order to enforce the Agreement, or for any other purpose, except as otherwise required by law.

[Signatures to Follow]



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

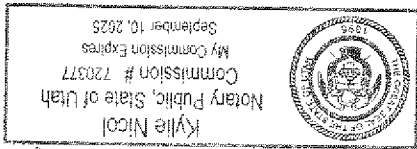
GRANTOR:

Thackeray Family Holdings II, LLC,  
a Utah limited liability company

By: [Signature]  
Name: John R. Thackeray  
Title: Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 30 day of September, 2024, by John R. Thackeray in such person's capacity as the Manager of Thackeray Family Holdings II, LLC.



Comm# 720377  
EX Sept. 10, 2025

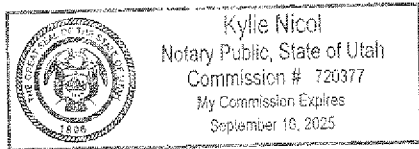
[Signature]  
NOTARY PUBLIC

Johansen Family Holdings II, LLC,  
a Utah limited liability company

By: [Signature]  
Name: Armand D. Johansen  
Title: Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 27 day of September, 2024, by Armand D. Johansen in such person's capacity as the Manager of Johansen Family Holdings II, LLC, a Utah limited liability company.



Comm# 720377  
EX Sept 10, 2025

[Signature]  
NOTARY PUBLIC

[Signatures continue on following page]

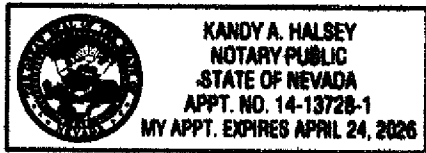
**GRANTEE:**

Jordanelle REF Acquisition LLC,  
a Delaware limited liability company

By: [Signature]  
Name: Cody Winterton  
Title: Authorized Agent

STATE OF ~~UTAH~~ Nevada )  
COUNTY OF Clark ) ss.

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of September, 2024, by Cody Winterton in such person's capacity as the Authorized Agent of Jordanelle REF Acquisition LLC, a Delaware limited liability company.



[Signature]  
NOTARY PUBLIC

APPT # 14-13728-1  
EX APRIL 24, 2026

**EXHIBIT A****Legal Description of Grantor Property**

A PARCEL OF LAND LOCATED IN SECTION 19, AND SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE WASATCH CANAL, AND THE SOUTH PROPERTY LINE OF THE UTAH VALLEY STATE COLLEGE PROPERTY AS DESCRIBED PER ENTRY NO. 333087, SAID INTERSECTION BEING NORTH 00°29'50" WEST 118.62 FEET ALONG THE SECTION LINE AND EAST 427.42 FEET FROM THE WASATCH COUNTY SURVEY ALUMINUM PIPE CAP MONUMENT MARKING THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS FOR THIS DESCRIPTION IS SOUTH 04°04'03" EAST 2857.85 FEET ALONG A LINE DEFINED BY WASATCH COUNTY WATER SERVICE AREA NO. 1 SURVEY CONTROL MONUMENTS NO. 706 AND NO. 708 (BOTH ALUMINUM PIPE CAP MONUMENTS) SEE THE SURVEY CONTROL SHEET FOR THE CENTRAL UTAH WATER CONSERVANCY DISTRICT, WASATCH COUNTY WATER EFFICIENCY PROJECT, DRAWING NO. G-8 AS RECORDED IN BOOK 630 AT PAGES 766-767 AND AS ENTRY NO. 259146 OF THE WASATCH COUNTY RECORDS); RUNNING THENCE ALONG SAID SOUTH PROPERTY LINE NORTH 58°00'22" EAST 202.21 FEET; THENCE NORTH 48°11'59" EAST 1098.03 FEET TO THE CENTERLINE OF THE TIMPANOGOS CANAL AS DESCRIBED IN THAT CONTRACT AND GRANT OF EASEMENT RECORDED AS ENTRY NO. 212641 OF SAID RECORDS; THENCE ALONG SAID CENTERLINE OF SAID CANAL THE FOLLOWING NINE COURSES: (1) NORTH 17°22'52" WEST 54.83 FEET; (2) NORTHWESTERLY 62.66 FEET ALONG A 57.21 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 62°45'14" AND A LONG CHORD OF NORTH 48°45'29" WEST 59.57 FEET; (3) NORTH 80°08'06" WEST 50.43 FEET; (4) NORTHWESTERLY 80.09 FEET ALONG A 77.16 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59°28'06" AND A LONG CHORD OF NORTH 50°24'03" WEST 76.54 FEET; (5) NORTH 20°40'00" WEST 67.54 FEET; (6) NORTH 20°40'00" WEST 39.32 FEET (7) NORTHWESTERLY 26.35 FEET ALONG A 73.32 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20°35'35" AND A LONG CHORD OF NORTH 30°57'47" WEST 26.21 FEET; (8) NORTH 41°15'35" WEST 114.29 FEET; (9) NORTHWESTERLY 11.22 FEET ALONG A 3029.45 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 0°12'44" AND A LONG CHORD OF NORTH 41°09'13" WEST 11.22 FEET TO A POINT ON THE EXTENSION THEREOF OF THE SOUTH PROPERTY LINE OF REINVESTMENT HOLDINGS PARCEL PER ENTRY NO. 371165; THENCE ALONG SOUTH PROPERTY LINE SOUTH 89°54'54" EAST 593.13 FEET; THENCE NORTH 21°24'08" EAST 258.16 FEET; THENCE SOUTH 70°03'55" EAST 252.30 FEET; THENCE SOUTH 26°05'49" EAST 172.53 FEET TO A POINT ON THE SOUTH PROPERTY LINE OF THE REINVESTMENT HOLDINGS PARCEL PER ENTRY NO. 371165; THENCE SOUTH 89°54'54" EAST 87.44 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF A PROPOSED COLLECTOR ROAD; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF PROPOSED COLLECTOR ROAD THE FOLLOWING FIVE (5) COURSES & DISTANCES: (1) SOUTH 19°59'55" EAST 438.90 FEET TO A POINT OF CURVATURE; (2) SOUTHERLY 109.47 FEET ALONG THE ARC OF A 384.00 FOOT RADIUS CURVE TO THE LEFT; CHORD BEARS SOUTH 28°09'56" EAST 109.10 FEET; (3) SOUTH 36°19'58" EAST 219.31 FEET TO A POINT OF CURVATURE; (4) SOUTHEASTERLY 96.86 FEET ALONG THE ARC OF A 384.00 FOOT RADIUS CURVE TO

THE LEFT; CHORD BEARS SOUTH 43°33'32" EAST 96.60 FEET;  
 (5) SOUTH 50°47'07" EAST 679.45 FEET;  
 THENCE SOUTH 39°12'53" WEST 160.00 FEET; THENCE SOUTH 48°47'41" WEST 209.84 FEET;  
 THENCE SOUTH 47°21'15" WEST 58.64 FEET; THENCE SOUTH 11°49'56" EAST 40.21 FEET;  
 THENCE SOUTH 49°46'59" WEST 126.86 FEET; THENCE SOUTH 59°43'42" WEST 112.86 FEET  
 TO A POINT ON THE WEST PROPERTY LINE OF SAID REINVESTMENT HOLDINGS PARCEL  
 PER ENTRY NO. 371165; THENCE ALONG SAID WEST PROPERTY LINE SOUTH 0°00'09"  
 WEST 109.74 FEET TO THE CENTERLINE OF THE TIMPANOGOS CANAL AS DESCRIBED IN  
 THAT CONTRACT AND GRANT OF EASEMENT RECORDED AS ENTRY NO. 212641 OF SAID  
 RECORDS; THENCE ALONG SAID CENTERLINE THE FOLLOWING EIGHT COURSES:  
 (1) NORTH 10°34'34" WEST 26.14 FEET;  
 (2) NORTHWESTERLY 18.66 FEET ALONG A 63.10 FEET RADIUS CURVE TO THE LEFT  
 THROUGH A CENTRAL ANGLE OF 16°56'26" AND A LONG CHORD OF NORTH 19°02'47"  
 WEST 18.59 FEET;  
 (3) NORTHWESTERLY 31.79 FEET ALONG A 63.10 FEET RADIUS CURVE TO THE LEFT  
 THROUGH A CENTRAL ANGLE OF 28°51'57" AND A LONG CHORD OF NORTH 41°56'59"  
 WEST 31.45 FEET;  
 (4) NORTH 56°22'57" WEST 51.03 FEET; (5) NORTHWESTERLY 56.42 FEET ALONG A 130.89  
 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24°41'49" AND A  
 LONG CHORD OF NORTH 44°02'02" WEST 55.98 FEET;  
 (6) NORTH 31°41'08" WEST 60.09 FEET;  
 (7) NORTHWESTERLY 126.00 FEET ALONG A 664.07 FEET RADIUS CURVE TO THE LEFT  
 THROUGH A CENTRAL ANGLE OF 10°52'18" AND A LONG CHORD OF NORTH 37°07'17"  
 WEST 125.82 FEET;  
 (8) NORTH 42°33'26" WEST 8.76 FEET TO THE NORTH PROPERTY LINE OF THE VIEWPOINT  
 HOLDINGS, LLC, PARCEL 1, PER ENTRY NO. 490647;  
 THENCE ALONG SAID NORTH PROPERTY LINE NORTH 89°59'12" WEST 303.12 FEET TO THE  
 NORTHWEST PROPERTY CORNER OF SAID VIEWPOINT HOLDINGS, LLC PARCEL; THENCE  
 ALONG THE WEST PROPERTY LINE SOUTH 0°00'48" WEST 425.00 FEET, THENCE SOUTH  
 0°32'12" EAST 134.12 FEET TO THE SOUTHWEST PROPERTY CORNER OF THE VIEWPOINT  
 HOLDINGS, LLC, PARCEL 2, PER ENTRY NO. 490647; THENCE ALONG THE SOUTH  
 PROPERTY LINE NORTH 89°49'38" EAST 528.67 FEET TO A POINT ON THE WEST PROPERTY  
 LINE OF THE RE INVESTMENT HOLDINGS PARCEL PER ENTRY NO. 371165; THENCE SOUTH  
 0°00'09" WEST 1263.25 FEET TO THE NORTH PROPERTY LINE OF TRUDY F BISEL PARCEL  
 PER ENTRY NO. 442517; THENCE ALONG SAID NORTH PROPERTY LINE NORTH 89°59'12"  
 WEST 676.35 FEET TO THE CENTERLINE OF THE WASATCH CANAL; THENCE NORTH  
 89°59'12" WEST 52.77 FEET TO A POINT ON THE WEST LINE OF WASATCH CANAL AS  
 DESCRIBED IN THAT CONTRACT AND GRANT OF EASEMENT RECORDED AS ENTRY NO.  
 212641 OF SAID RECORDS; THENCE ALONG SAID WEST LINE OF THE WASATCH CANAL  
 THE FOLLOWING FIFTY-TWO COURSES:  
 (1) NORTHWESTERLY 36.10 FEET ALONG A 180.84 FEET RADIUS CURVE TO THE RIGHT  
 THROUGH A CENTRAL ANGLE OF 11°26'10" AND A LONG CHORD OF NORTH 48°19'44"  
 WEST 36.04 FEET; (2) NORTH 42°36'39" WEST 243.31 FEET; (3) NORTHWESTERLY 59.37 FEET  
 ALONG A 244.36 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF  
 13°55'16" AND A LONG CHORD OF NORTH 49°34'17" WEST 59.23 FEET; (4) NORTH 56°31'55"  
 WEST 141.96 FEET; (5) NORTHWESTERLY 52.18 FEET ALONG A 139.48 FEET RADIUS CURVE  
 TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21°26'10" AND A LONG CHORD OF  
 NORTH 45°48'50" WEST 51.88 FEET; (6) NORTH 35°05'45" WEST 32.66 FEET; (7)  
 NORTHWESTERLY 24.90 FEET ALONG A 52.16 FEET RADIUS CURVE TO THE LEFT  
 THROUGH A CENTRAL ANGLE OF 27°21'17" AND A LONG CHORD OF NORTH 48°46'23"  
 WEST 24.67 FEET; (8) NORTH 62°27'02" WEST 31.01 FEET; (9) NORTHWESTERLY 60.61 FEET

ALONG A 71.10 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 48°50'40" AND A LONG CHORD OF NORTH 45°21'15" WEST 58.80 FEET; (10) NORTH 28°15'28" WEST 46.48 FEET; (11) NORTHWESTERLY 27.92 FEET ALONG A 75.00 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21°19'55" AND A LONG CHORD OF NORTH 38°55'26" WEST 27.76 FEET; (12) NORTH 49°35'23" WEST 30.70 FEET; (13) NORTHWESTERLY 89.92 FEET ALONG A 200.95 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°38'22" AND A LONG CHORD OF NORTH 36°46'12" WEST 89.18 FEET; (14) NORTH 23°57'01" WEST 161.09 FEET; (15) NORTHERLY 56.02 FEET ALONG A 129.03 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24°52'29" AND A LONG CHORD OF NORTH 11°30'47" WEST 55.58 FEET; (16) NORTH 0°55'28" EAST 27.79 FEET; (17) NORTHWESTERLY 13.67 FEET ALONG A 19.04 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 41°08'53" AND A LONG CHORD OF NORTH 19°38'58" WEST 13.38 FEET; (18) NORTH 40°13'25" WEST 94.27 FEET; (19) NORTHERLY 88.73 FEET ALONG A 107.33 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 47°22'02" AND A LONG CHORD OF NORTH 16°32'24" WEST 86.23 FEET; (20) NORTH 7°08'37" EAST 78.23 FEET; (21) NORTHERLY 25.17 FEET ALONG A 99.68 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14°27'55" AND A LONG CHORD OF NORTH 0°05'21" WEST 25.10 FEET; (22) NORTH 7°19'18" WEST 115.57 FEET; (23) NORTHWESTERLY 22.33 FEET ALONG A 12.44 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 102°52'01" AND A LONG CHORD OF NORTH 58°45'19" WEST 19.45 FEET; (24) SOUTH 69°48'41" WEST 41.25 FEET; (25) NORTHWESTERLY 126.93 FEET ALONG A 109.54 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 66°23'22" AND A LONG CHORD OF NORTH 76°59'38" WEST 119.94 FEET; (26) NORTH 43°47'57" WEST 25.44 FEET; (27) NORTHWESTERLY 32.56 FEET ALONG A 99.98 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°39'30" AND A LONG CHORD OF NORTH 53°07'42" WEST 32.41 FEET; (28) NORTHWESTERLY 45.58 FEET ALONG A 162.73 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16°02'54" AND A LONG CHORD OF NORTH 54°26'00" WEST 45.43 FEET; (29) NORTH 46°24'33" WEST 16.21 FEET; (30) NORTHERLY 91.08 FEET ALONG A 98.34 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 53°04'03" AND A LONG CHORD OF NORTH 19°52'32" WEST 87.86 FEET; (31) NORTH 6°39'30" EAST 49.88 FEET; (32) NORTHWESTERLY 4.32 FEET ALONG A 3.28 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 75°25'34" AND A LONG CHORD OF NORTH 31°03'17" WEST 4.01 FEET; (33) NORTH 68°46'04" WEST 27.75 FEET; (34) NORTHWESTERLY 50.30 FEET ALONG A 340.23 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 8°28'12" AND A LONG CHORD OF NORTH 73°00'10" WEST 50.25 FEET; (35) NORTH 77°14'16" WEST 41.08 FEET; (36) NORTHWESTERLY 51.44 FEET ALONG A 124.93 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23°35'29" AND A LONG CHORD OF NORTH 65°26'31" WEST 51.08 FEET; (37) NORTH 53°38'47" WEST 38.81 FEET; (38) NORTHWESTERLY 61.02 FEET ALONG A 138.65 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°12'50" AND A LONG CHORD OF NORTH 41°02'22" WEST 60.52 FEET; (39) NORTH 28°25'57" WEST 39.08 FEET; (40) NORTHWESTERLY 43.52 FEET ALONG A 64.31 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 38°46'17" AND A LONG CHORD OF NORTH 47°49'05" WEST 42.69 FEET; (41) NORTH 67°12'14" WEST 30.51 FEET; (42) NORTHWESTERLY 99.61 FEET ALONG A 133.72 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 42°40'53" AND A LONG CHORD OF NORTH 45°51'47" WEST 97.32 FEET; (43) NORTH 24°31'21" WEST 30.12 FEET; (44) NORTHWESTERLY 61.74 FEET ALONG A 273.10 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°57'12" AND A LONG CHORD OF NORTH 30°59'57" WEST 61.61 FEET; (45) NORTH 37°28'33" WEST 20.28 FEET; (46) NORTHERLY 79.97 FEET ALONG A 65.40 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 70°03'24" AND A LONG CHORD OF NORTH 2°26'51" WEST 75.08 FEET; (47) NORTH

32°34'51" EAST 61.85 FEET; (48) NORTHERLY 4.17 FEET ALONG A 4.35 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 54°54'55" AND A LONG CHORD OF NORTH 5°07'24" EAST 4.01 FEET; (49) NORTH 22°20'04" WEST 44.62 FEET; (50) NORTHERLY 41.59 FEET ALONG A 59.20 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 40°14'52" AND A LONG CHORD OF NORTH 2°12'38" WEST 40.74 FEET; (51) NORTH 17°54'48" EAST 63.72 FEET; (52) NORTHERLY 6.30 FEET ALONG A 12.00 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30°03'44" AND A LONG CHORD OF NORTH 2°52'56" EAST 6.22 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B****Legal Description of Grantee Property**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, IN TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE PROPOSED HIGHLANDS DEVELOPMENT; SAID POINT BEING NORTH 00°29'50" WEST 512.50 FEET ALONG THE SECTION LINE AND NORTH 89°30'10" EAST 2641.36 FEET FROM THE WASATCH COUNTY SURVEY ALUMINUM PIPE CAP MONUMENT MARKING THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; (BASIS OF BEARINGS FOR THIS DESCRIPTION IS SOUTH 04°04'03" EAST 2857.85 FEET ALONG A LINE DEFINED BY WASATCH COUNTY WATER SERVICE AREA NO. 1 SURVEY CONTROL MONUMENTS NO. 706 AND NO. 708 (BOTH ALUMINUM PIPE CAP MONUMENTS) (SEE THE SURVEY CONTROL SHEET FOR THE CENTRAL UTAH WATER CONSERVANCY DISTRICT, WASATCH COUNTY WATER EFFICIENCY PROJECT, DRAWING NO. G-8 AS RECORDED IN BOOK 630 AT PAGES 766-767 AND AS ENTRY NO. 259146 OF THE WASATCH COUNTY RECORDS);

SAID POINT OF BEGINNING ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF A PROPOSED COLLECTOR ROAD; AND RUNNING THENCE NORTHERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES & DISTANCES;

- (1) NORTH 50°47'07" WEST 49.30 FEET TO A POINT OF CURVATURE;
  - (2) NORTHWESTERLY 96.86 FEET ALONG THE ARC OF A 384.00 FOOT RADIUS CURVE TO THE RIGHT; CHORD BEARS NORTH 43°33'32" WEST 96.60 FEET;
  - (3) NORTH 36°19'58" WEST 219.31 FEET TO A POINT OF CURVATURE;
  - (4) NORTHWESTERLY 109.47 FEET ALONG THE ARC OF A 384.00 FOOT RADIUS CURVE TO THE RIGHT; CHORD BEARS NORTH 28°09'56" WEST 109.10 FEET;
  - (5) NORTH 19°59'55" WEST 438.90 FEET;
- THENCE SOUTH 89°54'54" EAST 436.34 FEET; THENCE SOUTH 00°00'09" WEST 785.83 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS: 209,989 SQUARE FEET, OR 4.820 ACRES

**EXHIBIT C****Legal Description of the Easement Area**

A 50 FOOT WIDE STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE NORTHWEST QUARTERS OF SECTION 20, IN TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE PROPOSED HIGHLANDS DEVELOPMENT; SAID POINT BEING NORTH 00°29'50" WEST 1303.27 FEET ALONG THE SECTION LINE AND NORTH 89°30'10" EAST 2158.66 FEET FROM THE WASATCH COUNTY SURVEY ALUMINUM PIPE CAP MONUMENT MARKING THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; (BASIS OF BEARINGS FOR THIS DESCRIPTION IS SOUTH 04°04'03" EAST 2857.85 FEET ALONG A LINE DEFINED BY WASATCH COUNTY WATER SERVICE AREA NO. 1 SURVEY CONTROL MONUMENTS NO. 706 AND NO. 708 (BOTH ALUMINUM PIPE CAP MONUMENTS) (SEE THE SURVEY CONTROL SHEET FOR THE CENTRAL UTAH WATER CONSERVANCY DISTRICT, WASATCH COUNTY WATER EFFICIENCY PROJECT, DRAWING NO. G-8 AS RECORDED IN BOOK 630 AT PAGES 766-767 AND AS ENTRY NO. 259146 OF THE WASATCH COUNTY RECORDS);

AND RUNNING THENCE SOUTH 89°54'54" EAST 53.24 FEET ALONG THE NORTH LINE OF SAID PROPOSED HIGHLANDS DEVELOPMENT TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF A PROPOSED COLLECTOR ROAD; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF PROPOSED COLLECTOR ROAD THE FOLLOWING FIVE (5) COURSES & DISTANCES:

- (1) SOUTH 19°59'55" EAST 438.90 FEET TO A POINT OF CURVATURE;
- (2) SOUTHERLY 109.47 FEET ALONG THE ARC OF A 384.00 FOOT RADIUS CURVE TO THE LEFT; CHORD BEARS SOUTH 28°09'56" EAST 109.10 FEET;
- (3) SOUTH 36°19'58" EAST 219.31 FEET TO A POINT OF CURVATURE;
- (4) SOUTHEASTERLY 96.86 FEET ALONG THE ARC OF A 384.00 FOOT RADIUS CURVE TO THE LEFT; CHORD BEARS SOUTH 43°33'32" EAST 96.60 FEET;
- (5) SOUTH 50°47'07" EAST 679.45 FEET;

THENCE SOUTH 39°12'53" WEST 50.00 FEET;

THENCE NORTH 50°47'07" WEST 679.45 FEET TO A POINT OF CURVATURE WITH A 434.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 109.47 FEET ALONG THE ARC OF SAID CURVE; CHORD BEARS NORTH 43°33'32" WEST 109.18 FEET; THENCE NORTH 36°19'58" WEST 219.31 FEET TO A POINT OF CURVATURE WITH A 434.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHERLY 123.73 FEET ALONG THE ARC OF SAID CURVE; CHORD BEARS NORTH 28°09'56" WEST 123.31 FEET; THENCE NORTH 19°59'55" WEST 457.19 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS: 78,329 SQUARE FEET, OR 1.798 ACRES

4889-6223-4857, v. 2