

WHEN RECORDED, RETURN TO:

Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, Utah 84111
Attention: Roger D. Henriksen
Robert A. McConnell

Ent 563397 Bk 1526 Pg 546-563
Date: 21-AUG-2025 3:31:44PM
Fee: \$40.00 Check Filed By: CO
MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: BLX LLC

Tax Parcel Nos/Serial Nos.: See Exhibit A

(Space above for Recorder's Use Only)

DECLARATION AND GRANT OF STORM DRAIN EASEMENTS

This Declaration and Grant of Storm Drain Easements (this "Declaration") is entered into as of the 20th day of August, 2025, between BLX LLC, a Delaware limited liability company ("Grantor") and EX UTAH DEVELOPMENT LLC, a Delaware limited liability company ("Grantee").

RECITALS

- A. Grantor owns that certain parcel of real property located in Wasatch County, Utah, which real property is more particularly described on Exhibit A and referred to herein collectively as the "Subject Parcel."
- B. The Subject Parcel is located within that certain Mountainside Village and Resort (the "Resort") created pursuant to that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Mountainside Village and Resort, dated August 20, 2020 and recorded in the Official Records (defined below) on August 21, 2020 as Entry Number 483149 in Book 1308 at Page 27-142 (as amended, modified or supplemented from time to time, the "Master Declaration").
- C. Grantor, for the benefit of the Subject Parcel and all other real property now or in the future located within the Resort or the Mountainside Ski Property (as defined in the Master Declaration) (collectively, the "Resort Property"), desires to create certain easements on the Easement Areas (as defined below) for the installation, maintenance, repair and replacement of storm drain facilities, subject to the terms, covenants and conditions contained herein and has determined that such easements are reasonably necessary to the ongoing development and operation of the Resort Property.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor creates and grants the following easements and establishes the following covenants, conditions and restrictions, all of which apply to, bind, affect and run with title to the Subject Parcel and any portion thereof:

1. Definitions. As used in this Declaration, each of the following terms shall have the indicated meaning:

“Designated Assignee” means a Person with respect to which Grantee has specifically assigned certain rights arising under this Declaration with respect to the use of a designated Easement Areas and the installation, maintenance, repair and replacement of Improvements located thereon, including, without limitation the MIDA Mountain Village Public Infrastructure District, a political subdivision of the State of Utah.

“Easement Areas” means those portions of the Subject Parcel located within the legal description of each of “Storm Drain Easement 1” through “Storm Drain Easement 7” and the “Wetlands Parcel” set forth on Exhibits B through Exhibit I attached hereto, as such Storm Drain Easements are depicted on Exhibit J attached hereto.

“Grantee” means EX Utah Development LLC or its successors and assigns, including, without limitation, any Designated Assignee.

“Mortgage” means a mortgage, deed of trust or other security agreement creating a lien on The Subject Parcel as security for the payment of indebtedness recorded in the Official Records.

“Mortgagee” means a Person which is the mortgagee, beneficiary, secured party or other Person holding the lien or security interest under a Mortgage.

“Official Records” means the official records of the Wasatch County Recorder, State of Utah.

“Owner” means the Person that at the time concerned is the legal owner of record in the Official Records of the fee interest in the Subject Parcel. If there is more than one Owner of such Parcel at the time concerned, the obligations and liabilities of each such Owner for performance under, and compliance with, the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a Mortgage, the term “Owner” shall not mean or include a Mortgagee unless and until such Mortgagee has acquired fee title of record to the Parcel pursuant to foreclosure or trustee’s sale or any deed, arrangement or proceeding in lieu of thereof.

“Person” means a natural person, legal entity or trust.

“Improvements” means underground pipes, lines, wires, conduits and related facilities for storm drainage and other utilities to be used in connection with any improvement or structure located or to be located on the Easement Areas.

2. Grant of Rights-of-Way and Easements. The Easement Areas shall be subject to and burdened by, and Grantor hereby grants to Grantee, a perpetual, non-exclusive easement over the Easement Areas for Grantee to lay, construct, install, operate, inspect, service, maintain, repair, remove, alter, enlarge, relocate and replace the Improvements. If any injury, loss or damage occurs as a result of an act or omission of Grantee in laying, constructing, operating, inspecting, servicing, installing, operating, inspecting, servicing, maintaining, repairing, removing, altering, enlarging, relocating or replacing any Improvement within the Easement Areas, Grantor shall not be liable or responsible for any such injury, loss or damage.

3. Use of the Easement Areas. Grantor shall have the right to use the Easement Areas (or the applicable portion thereof) except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not unreasonably interfere with the Improvements or any other rights granted to Grantee hereunder. In connection with the Grantee's use of the Easement Areas, Grantee does hereby covenant, warrant and agree as follows:
 - (a) Grantee shall comply with all applicable laws, codes, ordinances, permits, governmental rules and regulations relative to the Improvements and use of the Easement Areas.
 - (b) Should Grantee's exercise of rights under this Declaration damage the Subject Parcel, Grantee shall, at Grantee's sole cost and expense, restore the Easement Areas and the Subject Parcel, each as applicable, to a condition as good as the condition existing prior to such damage.
4. Not a Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Subject Parcel for the general public, it being the intention of the undersigned that this Declaration be strictly limited to the purposes expressed in this Declaration.
5. Duration. This Declaration and each right-of-way, easement, covenant and restriction set forth in this Declaration shall be perpetual.
6. General Provisions. This Declaration shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This Declaration shall inure to the benefit of, and shall be binding on, each Grantee using the Easement Areas and each Owner and the heirs, personal representatives, successors and assigns of each Owner. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Declaration shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Declaration.

[Signature appears on the next page.]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Declaration as of the date first set forth above.

GRANTOR:

BLX LLC,
a Delaware limited liability company

By: _____

Kurt Krieg, Authorized Signatory

STATE OF UTAH

)

COUNTY OF WASATCH

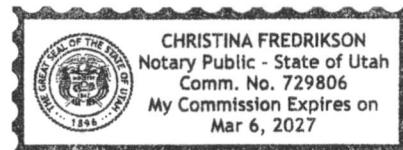
) ss.

)

On August 20, 2025 before me, Christina Fredrikson, Notary Public, personally appeared Kurt Krieg, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public



GRANTEE:

EX UTAH DEVELOPMENT LLC, a Delaware
limited liability company

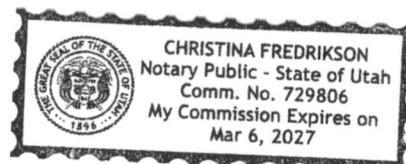
By: 
Kurt Krieg, Authorized Signatory

STATE OF UTAH)
COUNTY OF WASATCH) ss.
)

On August 20, 2025 before me, Christina Fredrikson Notary Public, personally appeared Kurt Krieg, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public



Consent and Acknowledgment of the MIDA PID

IN WITNESS WHEREOF, the MIDA Mountain Village Public Infrastructure District, a political subdivision of the State of Utah (the “MIDA PID”), has executed this Declaration and Grant of Storm Drain Easement (the “Easement”) as of the day and year first set forth above for the express purpose of acknowledging and confirming the MIDA PID’s acceptance of the Easement and other rights and obligations set forth herein, which easements, rights and obligations shall be applicable to and burden the public rights-of-way and roadway improvements constructed within such rights-of-way upon the MIDA PID’s acceptance of the same.

MIDA MOUNTAIN VILLAGE PUBLIC INFRASTRUCTURE DISTRICT, a political subdivision of the State of Utah

By: 
Heather Kruse, Executive Director

APPROVED AS TO FORM:

By: 
Richard Catten, for Catten Law, P.C.,
Legal Counsel for the MIDA Mountain
Village
Public Infrastructure District

EXHIBIT A
TO
DECLARATION AND GRANT OF STORM DRAIN EASEMENT
Legal Description of The Subject Parcel

Amended Lot 13, **MIDA Master Development Plat Amended 2024**, according to the official plat thereof on file and of record in the office of the Wasatch County Recorder, recorded July 29th 2024, as Entry No. 548051 in book 1482 at page 1040.

Wasatch County Tax Parcel No. 00-0021-4982

EXHIBIT B
TO
DECLARATION AND GRANT OF STORM DRAIN EASEMENT
LEGAL DESCRIPTION
20' STORM DRAIN EASEMENT 1
JULY 16, 2025

A storm drain easement located in Amended Lot 13 of the MIDA MASTER DEVELOPMENT PLAT AMENDED 2024 recorded July 29, 2024 as Entry No. 548051 on file and of record in the office of the Wasatch County Recorder, said easement also being located in the southwest quarter of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Wasatch County, State of Utah, the boundary of said easement being more particularly described as follows:

BEGINNING AT A POINT that is North 22°38'06" West a distance of 1469.20 feet from the south quarter corner of said section 24, said point being on a southerly boundary of said Amended Lot 13 (Basis of Bearing for the herein described easement being North 26°11'47" West 5917.16 feet from the southeast corner of section 25 to the south quarter corner of said section 24, See Record of Survey Maps 2647 & 3058 on file with the Wasatch County Surveyor's office for said Section 25 retrace and the Mayflower LDP coordinate system projection parameters); and running thence North 66°59'55" West, a distance of 60.77 feet; thence North 45°09'33" West, a distance of 159.01 feet; thence South 23°18'57" West, a distance of 57.00 feet to a westerly boundary of said Amended Lot 13; thence coincident with said westerly boundary North 49°43'07" West, a distance of 20.91 feet; thence North 23°18'57" East, a distance of 58.43 feet; thence North 46°59'00" West, a distance of 199.41 feet; thence North 44°37'10" West, a distance of 107.28 feet; thence North 54°38'19" West, a distance of 30.21 feet; thence North 44°15'21" West, a distance of 5.37 feet; thence North 84°48'20" West, a distance of 156.07 feet; thence North 05°11'40" East, a distance of 20.00 feet; thence South 84°48'20" East, a distance of 132.70 feet; thence North 44°15'21" West, a distance of 226.58 feet; thence North 45°44'39" East, a distance of 20.00 feet; thence South 44°15'21" East, a distance of 262.72 feet; thence South 55°19'20" East, a distance of 28.31 feet; thence South 44°36'37" East, a distance of 108.26 feet; thence South 46°59'00" East, a distance of 210.15 feet; thence South 45°09'33" East, a distance of 166.41 feet; thence South 66°59'55" East, a distance of 81.34 feet to a point on a non tangent 274.50 feet radius curve to the right, said point also being on a southerly boundary said Amended Lot 13; thence westerly along the arc of said curve and coincident with said boundary a distance of 31.59 feet (chord bears South 73°41'25" West a distance of 31.57 feet) to the **POINT OF BEGINNING**.

Containing 21,027 square feet or 0.483 acres, more or less.

EXHIBIT C
TO
DECLARATION AND GRANT OF STORM DRAIN EASEMENT
LEGAL DESCRIPTION
20' STORM DRAIN EASEMENT 2
JULY 16, 2025

A storm drain easement located in Amended Lot 13 of the MIDA MASTER DEVELOPMENT PLAT AMENDED 2024 recorded July 29, 2024 as Entry No. 548051 on file and of record in the office of the Wasatch County Recorder, said easement also being located in the southwest quarter of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Wasatch County, State of Utah, the boundary of said easement being more particularly described as follows:

BEGINNING AT A POINT that is North 15°46'59" West a distance of 1499.51 feet from the south quarter corner of said section 24, said point being on a southerly boundary of said Amended Lot 13 (Basis of Bearing for the herein described easement being North 26°11'47" West 5917.16 feet from the southeast corner of section 25 to the south quarter corner of said section 24, See Record of Survey Maps 2647 & 3058 on file with the Wasatch County Surveyor's office for said Section 25 retrace and the Mayflower LDP coordinate system projection parameters); and running thence North 26°17'19" West, a distance of 18.42 feet; thence North 63°42'41" East, a distance of 20.00 feet; thence South 26°17'19" East, a distance of 15.13 feet to a point on said southerly boundary Amended Lot 13; thence coincident with said southerly boundary South 54°23'04" West, a distance of 20.27 feet to the **POINT OF BEGINNING**.

Containing 336 square feet or 0.008 acres, more or less.

EXHIBIT D
TO
DECLARATION AND GRANT OF STORM DRAIN EASEMENT
LEGAL DESCRIPTION
20' STORM DRAIN EASEMENT 3
JULY 16, 2025

A storm drain easement located in Amended Lot 13 of the MIDA MASTER DEVELOPMENT PLAT AMENDED 2024 recorded July 29, 2024 as Entry No. 548051 on file and of record in the office of the Wasatch County Recorder, said easement also being located in the southwest quarter of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Wasatch County, State of Utah, the boundary of said easement being more particularly described as follows:

BEGINNING AT A POINT that is North 16°56'53" West a distance of 1488.90 feet from the south quarter corner of said section 24, said point being on a southerly boundary of said Amended Lot 13 (Basis of Bearing for the herein described easement being North 26°11'47" West 5917.16 feet from the southeast corner of section 25 to the south quarter corner of said section 24, See Record of Survey Maps 2647 & 3058 on file with the Wasatch County Surveyor's office for said Section 25 retrace and the Mayflower LDP coordinate system projection parameters); and running thence North 32°26'34" West, a distance of 28.79 feet; thence North 57°33'26" East, a distance of 20.00 feet; thence South 32°26'34" East, a distance of 27.68 feet to said southerly boundary Amended Lot 13; thence coincident with said boundary South 54°23'04" West, a distance of 20.03 feet to the **POINT OF BEGINNING**.

Containing 565 square feet or 0.013 acres, more or less.

EXHIBIT E
TO
DECLARATION AND GRANT OF STORM DRAIN EASEMENT
LEGAL DESCRIPTION
10' STORM DRAIN EASEMENT 4
JULY 16, 2025

A storm drain easement located in Amended Lot 13 of the MIDA MASTER DEVELOPMENT PLAT AMENDED 2024 recorded July 29, 2024 as Entry No. 548051 on file and of record in the office of the Wasatch County Recorder, said easement also being located in the southwest quarter of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Wasatch County, State of Utah, the boundary of said easement being more particularly described as follows:

BEGINNING AT A POINT that is North 31°05'47" West a distance of 2260.48 feet from the south quarter corner of said section 24 (Basis of Bearing for the herein described easement being North 26°11'47" West 5917.16 feet from the southeast corner of section 25 to the south quarter corner of said section 24, See Record of Survey Maps 2647 & 3058 on file with the Wasatch County Surveyor's office for said Section 25 retracement and the Mayflower LDP coordinate system projection parameters); and running thence South 45°44'39" West, a distance of 10.36 feet; thence North 29°37'47" West, a distance of 20.48 feet; thence North 22°12'21" West, a distance of 107.48 feet; thence North 18°39'45" West, a distance of 106.96 feet; thence North 14°13'54" West, a distance of 208.60 feet to a point on a non tangent 88.15 feet radius curve to the right; thence Northerly along the arc of said curve a distance of 60.88 feet (chord bears North 05°34'16" East a distance of 59.68 feet); thence along a line non-tangent to said curve, North 24°46'04" East, a distance of 24.80 feet to a point on a non tangent 107.34 feet radius curve to the left; thence Northerly along the arc of said curve a distance of 76.22 feet (chord bears North 02°23'16" East a distance of 74.63 feet) to a northerly boundary of said Amended Lot 13; thence along a line non-tangent to said curve, said line also being coincident with said northerly boundary North 56°44'19" East, a distance of 10.35 feet to a point on a non tangent 117.46 feet radius curve to the right; thence Southerly along the arc of said curve a distance of 86.24 feet (chord bears South 01°46'31" West a distance of 84.32 feet); thence along a line non-tangent to said curve, South 24°46'04" West, a distance of 25.03 feet to a point on a non tangent 78.15 feet radius curve to the left; thence Southerly along the arc of said curve a distance of 54.02 feet (chord bears South 05°35'22" West a distance of 52.95 feet); thence along a line non-tangent to said curve, South 14°13'54" East, a distance of 208.21 feet; thence South 18°39'45" East, a distance of 106.27 feet; thence South 22°12'21" East, a distance of 106.52 feet; thence South 29°43'12" East, a distance of 17.22 feet to the **POINT OF BEGINNING**.

Containing 6,045 square feet or 0.139 acres, more or less.

EXHIBIT F
TO
DECLARATION AND GRANT OF STORM DRAIN EASEMENT
LEGAL DESCRIPTION
10' STORM DRAIN EASEMENT 5
JULY 16, 2025

A storm drain easement located in Amended Lot 13 of the MIDA MASTER DEVELOPMENT PLAT AMENDED 2024 recorded July 29, 2024 as Entry No. 548051 on file and of record in the office of the Wasatch County Recorder, said easement also being located in the southwest quarter of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Wasatch County, State of Utah, the boundary of said easement being more particularly described as follows:

BEGINNING AT A POINT that is North 31°58'33" West a distance of 2242.33 feet from the south quarter corner of said section 24 (Basis of Bearing for the herein described easement being North 26°11'47" West 5917.16 feet from the southeast corner of section 25 to the south quarter corner of said section 24, See Record of Survey Maps 2647 & 3058 on file with the Wasatch County Surveyor's office for said Section 25 retracement and the Mayflower LDP coordinate system projection parameters); and running thence South 61°25'03" West, a distance of 10.00 feet; thence North 28°34'57" West, a distance of 67.21 feet; thence North 24°12'16" West, a distance of 34.62 feet; thence North 19°38'06" West, a distance of 34.08 feet; thence North 15°27'13" West, a distance of 280.92 feet; thence North 74°32'47" East, a distance of 10.00 feet; thence South 15°27'13" East, a distance of 280.56 feet; thence South 19°38'06" East, a distance of 33.32 feet; thence South 24°12'16" East, a distance of 33.84 feet; thence South 28°34'57" East, a distance of 66.83 feet to the **POINT OF BEGINNING**.

Containing 4,157 square feet or 0.095 acres, more or less.

EXHIBIT G
TO
DECLARATION AND GRANT OF STORM DRAIN EASEMENT
LEGAL DESCRIPTION
20' STORM DRAIN EASEMENT 6
JULY 16, 2025

A storm drain easement located in Amended Lot 13 of the MIDA MASTER DEVELOPMENT PLAT AMENDED 2024 recorded July 29, 2024 as Entry No. 548051 on file and of record in the office of the Wasatch County Recorder, said easement also being located in the southwest quarter of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Wasatch County, State of Utah, the boundary of said easement being more particularly described as follows:

BEGINNING AT A POINT that is North 32°39'23" West a distance of 2310.14 feet from the south quarter corner of said section 24, said point also being a boundary corner of said Amended Lot 13 (Basis of Bearing for the herein described easement being North 26°11'47" West 5917.16 feet from the southeast corner of section 25 to the south quarter corner of said section 24, See Record of Survey Maps 2647 & 3058 on file with the Wasatch County Surveyor's office for said Section 25 retrace and the Mayflower LDP coordinate system projection parameters); and running thence coincident with the boundary of said Amended Lot 13 North 24°41'02" West, a distance of 14.26 feet; thence South 69°41'52" East, a distance of 23.17 feet; thence South 20°18'08" West, a distance of 20.00 feet; thence North 69°41'52" West, a distance of 18.67 feet to the boundary of Amended Lot 13; thence coincident with said boundary North 49°39'30" East, a distance of 11.38 feet to the **POINT OF BEGINNING**.

Containing 340 square feet or 0.008 acres, more or less.

EXHIBIT H
TO
DECLARATION AND GRANT OF STORM DRAIN EASEMENT
LEGAL DESCRIPTION
20' STORM DRAIN EASEMENT 7
JULY 16, 2025

A storm drain easement located in Amended Lot 13 of the MIDA MASTER DEVELOPMENT PLAT AMENDED 2024 recorded July 29, 2024 as Entry No. 548051 on file and of record in the office of the Wasatch County Recorder, said easement also being located in the southwest quarter of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Wasatch County, State of Utah, the boundary of said easement being more particularly described as follows:

BEGINNING AT A POINT that is North 40°43'05" West a distance of 2133.66 feet from the south quarter corner of said section 24, said point also being on a westerly boundary of said Amended Lot 13 (Basis of Bearing for the herein described easement being North 26°11'47" West 5917.16 feet from the southeast corner of section 25 to the south quarter corner of said section 24, See Record of Survey Maps 2647 & 3058 on file with the Wasatch County Surveyor's office for said Section 25 retracement and the Mayflower LDP coordinate system projection parameters); and running thence coincident with said westerly boundary North 41°29'31" West, a distance of 20.83 feet; thence North 64°42'21" East, a distance of 44.94 feet; thence North 77°48'18" East, a distance of 55.79 feet; thence North 81°54'12" East, a distance of 62.36 feet; thence South 08°05'48" East, a distance of 20.00 feet; thence South 81°54'12" West, a distance of 61.64 feet; thence South 77°48'18" West, a distance of 52.78 feet; thence South 64°42'21" West, a distance of 36.84 feet to a point on a westerly boundary of said Amended Lot 13 and the **POINT OF BEGINNING**.

Containing 3,143 square feet or 0.072 acres, more or less.

EXHIBIT I
TO
DECLARATION AND GRANT OF STORM DRAIN EASEMENT

LEGAL DESCRIPTION
WETLANDS PARCEL
JULY 16, 2025

A wetlands parcel located in Amended Lot 13 of the MIDA MASTER DEVELOPMENT PLAT AMENDED 2024 recorded July 29, 2024 as Entry No. 548051 on file and of record in the office of the Wasatch County Recorder, said wetlands parcel also being located in the southwest quarter of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Wasatch County, State of Utah, the boundary of said wetlands parcel being more particularly described as follows:

BEGINNING AT A POINT that is North 35°52'42" West a distance of 2049.32 feet from the south quarter corner of said section 24, said point being the beginning of a curve to the right, of which the radius point lies North 58°09'14" West, a radial distance of 7.55 feet (Basis of Bearing for the herein described easement being North 26°11'47" West 5917.16 feet from the southeast corner of section 25 to the south quarter corner of said section 24, See Record of Survey Maps 2647 & 3058 on file with the Wasatch County Surveyor's office for said Section 25 retracement and the Mayflower LDP coordinate system projection parameters); and running thence Westerly along the arc of said curve, through a central angle of 97°36'11", a distance of 12.86 feet to a point on a non tangent 8.39 feet radius curve to the left; thence Southwesterly along the arc of said curve a distance of 19.22 feet (chord bears South 64°18'53" West a distance of 15.29 feet) to a point on a non tangent 4.52 feet radius curve to the right; thence Southwesterly along the arc of said curve a distance of 8.96 feet (chord bears South 63°53'19" West a distance of 7.57 feet) to a point on a non tangent 35.88 feet radius curve to the right; thence Northwestealy along the arc of said curve a distance of 19.88 feet (chord bears North 53°54'25" West a distance of 19.63 feet) to a point on a non tangent 12.81 feet radius curve to the right; thence Northerly along the arc of said curve a distance of 18.82 feet (chord bears North 10°29'54" East a distance of 17.17 feet) to a point on a non tangent 66.97 feet radius curve to the left; thence Northeasterly along the arc of said curve a distance of 41.92 feet (chord bears North 32°21'42" East a distance of 41.24 feet) to a point on a non tangent 35.67 feet radius curve to the right; thence Northeasterly along the arc of said curve a distance of 28.55 feet (chord bears North 24°01'04" East a distance of 27.80 feet) to a point on a non tangent 29.90 feet radius curve to the right; thence Easterly along the arc of said curve a distance of 29.81 feet (chord bears North 75°25'13" East a distance of 28.59 feet) to a point on a non tangent 17.02 feet radius curve to the left; thence Easterly along the arc of said curve a distance of 15.45 feet (chord bears North 79°27'46" East a distance of 14.92 feet) to a point on a non tangent 61.91 feet radius curve to the left; thence Northeasterly along the arc of said curve a distance of 9.75 feet (chord bears North 50°07'57" East a distance of 9.74 feet) to a point on a non tangent 31.03 feet radius curve to the right; thence Northeasterly along the arc of said curve a distance of 13.72 feet (chord bears North 44°43'11" East a distance of 13.60 feet) to a point on a non tangent 9.91 feet radius curve to the right; thence Southeasterly along the arc of said curve a distance of 27.71 feet (chord bears South 33°28'01" East a distance of 19.53 feet) to a point on a non tangent 5.30 feet radius curve to the left; thence Southerly along the arc of said curve a distance of 12.25

feet (chord bears South $03^{\circ}11'47''$ East a distance of 9.70 feet) to a point on a non tangent 3.39 feet radius curve to the right; thence Southwesterly along the arc of said curve a distance of 11.42 feet (chord bears South $29^{\circ}55'16''$ West a distance of 6.73 feet) to a point on a non tangent 9.03 feet radius curve to the left; thence Southwesterly along the arc of said curve a distance of 14.27 feet (chord bears South $65^{\circ}18'04''$ West a distance of 12.83 feet) to a point on a non tangent 14.61 feet radius curve to the right; thence Southwesterly along the arc of said curve a distance of 18.95 feet (chord bears South $65^{\circ}42'00''$ West a distance of 17.65 feet) to a point on a non tangent 24.84 feet radius curve to the left; thence Southwesterly along the arc of said curve a distance of 24.59 feet (chord bears South $65^{\circ}24'53''$ West a distance of 23.60 feet) to a point on a non tangent 91.15 feet radius curve to the left; thence Southerly along the arc of said curve a distance of 18.33 feet (chord bears South $18^{\circ}45'45''$ West a distance of 18.30 feet) to a point on a non tangent 13.42 feet radius curve to the left; thence Southerly along the arc of said curve a distance of 10.66 feet (chord bears South $00^{\circ}13'15''$ West a distance of 10.38 feet) to a point of reverse curve to the right having a radius of 24.08 feet and a central angle of $51^{\circ}07'48''$; thence Southerly along the arc of said curve, a distance of 21.49 feet to the **POINT OF BEGINNING**.

Containing 4,630 square feet or 0.106 acres, more or less.

EXHIBIT J
TO
DECLARATION AND GRANT OF STORM DRAIN EASEMENT

(Depiction of Easement Area)

[See attached.]

AMENDED LOT 13 STORM DRAIN EASEMENTS

EXHIBIT

