

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Benloch CPC LLC

Attention: Glenn Karlberg

2755 Commercial St SE #101-352

Salem, OR 97302

OVER A PORTION OF TAX IDS: 00-0007-6864; 00-0021-6498; 00-0020-7784

(Space above this line for Recorder's use only)

## FLOATING ACCESS & INFRASTRUCTURE EASEMENT AGREEMENT

THIS FLOATING ACCESS & INFRASTRUCTURE EASEMENT AGREEMENT (this "Agreement") is made and entered into as of November 14<sup>th</sup> 2025, by Benloch CPC LLC, a Utah limited liability company, and its successors and assigns (collectively, "CPC" or "Grantor"), for the benefit of AJ Fireside Park City LLC, a Delaware limited liability company ("AJ Fireside"). AJ Fireside and CPC may be referred to herein individually as a "Party" and collectively as the "Parties".

### RECITALS

A. AJ Fireside is the master developer of a planned and under development master planned project situated in Wasatch County, Utah, known as Benloch Ranch (the "Project"). AJ Fireside or certain of its affiliates is the owner of certain phases of the Project more particularly described on Exhibit A (the "Benloch Ranch Property");

B. CPC is the owner of certain phases of the Project more particularly described on Exhibit B attached hereto and made a part hereof (the "CPC Property").

C. Each of AJ Fireside and CPC is party to a certain Utility Infrastructure and Development Agreement of approximately even date herewith between AJ Fireside and CPC (the "Development Agreement").

D. In connection therewith, CPC has agreed to provide for a future road access and utility infrastructure easement (the "Easement") over and across a portion of the CPC Property within a designated portion of the area described on Exhibit C attached hereto and made a part hereof (the "Easement Area") for the benefit of the remaining current and future owners of the Benloch Ranch Property and the CPC Property to allow AJ Fireside to access the Benloch Ranch Property through and across a road to be installed in a designated portion of the Easement Area.

### AGREEMENT

NOW, THEREFORE, in consideration of \$10.00 and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees to the following:

1. Easement Area. The Parties acknowledge and agree that the exact location of the Easement is "floating", but intended to be within the Easement Area. The Parties further agree that the exact location of the Easement shall follow the approved right-of-way along Skyfall Road and then depart Skyfall Road along an as yet to be determined alignment (the "Alignment") through the area south of Skyfall Road, as depicted and described in the legal description of the Easement Area attached hereto as Exhibit C. CPC acknowledges that it shall have a period of three (3) years from the date of this Agreement to provide a

development plan for the CPC Property showing the Alignment to AJ Fireside. If CPC fails to provide a development plan for the CPC Property showing the Alignment to AJ Fireside within such three (3) year period, AJ Fireside may then determine the exact location of the Easement within the Easement Area in its discretion; provided that it may not be wider than 50 feet and shall generally provide for efficient and direct access to Skyfall Drive without unduly or unreasonably interfering with the development of the CPC Property. At such time that the Alignment is finalized and approved by the applicable governmental authority(ies), this Agreement shall be amended and restated to replace the Easement Area with the exact location of the Easement (the "Finalized Easement Area") as provided in the final and approved Alignment (the "Restated Agreement"). In any event, each of the Parties agrees to work in good faith and cooperate with one another to determine the Finalized Easement Area, and to not object, obstruct, or withhold any cooperation needed to finalize the Alignment and record the Restated Agreement.

2. Easement. At such time that the exact location of the Easement is finalized and the Restated Agreement is approved and recorded, such Restated Agreement shall provide for CPC to grant and convey to AJ Fireside, for the use and benefit of the owners of the Benloch Ranch Property, as well as any successors and assigns and owners, tenants, guests, agents, contractors, and invitees, a non-exclusive Easement over and across the Finalized Easement Area for ingress and egress, including for vehicular and pedestrian access, and wet and dry utility improvements, including water, sewer, electricity, natural gas, and internet/fiber, reasonably required to serve the Benloch Ranch Property; *provided, however*, that AJ Fireside shall be solely responsible to pay all costs associated with upsizing existing utilities on the CPC Property and CPC does not and shall not warrant or guarantee to AJ Fireside capacity as to any wet or dry utilities. The Restated Agreement shall further provide that, during temporary periods, AJ Fireside may use such portion of the CPC Property along and adjacent to the Finalized Easement Area as may be reasonably necessary in connection with maintenance and repair of the road and utilities within the Finalized Easement Area; provided AJ Fireside and any contractor performing any work shall restore all property, including any property along or adjacent to the Finalized Easement Area as may be so used, at its sole cost and expense, to as near its original condition as reasonably possible. The Restated Agreement shall provide other commercially reasonable terms relating to the Easement, including, without limitation, that CPC shall not build or construct, nor permit to be built or constructed, over or across the Finalized Easement Area, any building or improvement which impairs the construction, the maintenance or the operation of the Easement.

3. Conditionality of this Agreement. Notwithstanding anything to the contrary in this Agreement, AJ Fireside acknowledges and agrees that CPC and any future owners of the CPC Property shall only be bound by this Agreement so long as AJ Fireside (or its successor(s) and assign(s)) are in compliance with all of its covenants and obligations set forth in the Development Agreement, including without limitation being current on all payment obligations set forth in such Development Agreement. For the avoidance of doubt, CPC shall have no obligation to grant the Easement during any period when AJ Fireside (or its successor(s) and assign(s)) is in violation of any payment or other obligation set forth in the Development Agreement. Moreover, AJ Fireside agrees that the three (3) year period provided in Section 1 of this Agreement for CPC to provide its development plan to AJ Fireside shall automatically be extended by one (1) day for every one (1) day that AJ Fireside (or its successor(s) and assign(s)) is in breach of any payment or other covenant or obligation set forth in the Development Agreement.

4. Restrictive Covenants. Without limiting the generality of the foregoing, CPC does hereby covenant, warrant and agree that (a) CPC shall not build or construct, nor permit to be built or constructed, over or across the Easement Area, any building or improvement which impairs the construction, the maintenance or the operation of the road and infrastructure, prior to establishing the Finalized Easement Area or without AJ Fireside's prior written consent; and (b) CPC will not change or alter the Easement Area except in accordance with this Agreement.

5. Termination and Duration. The Parties agree that the Easement created, granted and conveyed pursuant to the Restated Agreement shall be perpetual in duration, unless otherwise specified, and may not be changed, amended, modified, canceled or terminated except by an instrument in writing executed by the then owner of both the Benloch Ranch Property and the CPC Property. Any Party transferring its interest in any property subject to this Agreement shall be released from all further obligations under this Agreement arising from and after the effective date of such transfer or conveyance; *provided, however*, nothing contained herein shall be construed to release any Party from obligations and liabilities accruing prior to the date of such transfer or conveyance.

6. Easement Runs with the Land. Each party agrees that the covenants, agreements, obligations and conditions contained in this Agreement shall not be personal, but shall run with the land and shall be binding upon and inure to the benefit of the owners of all portions of the CPC Property and Benloch Ranch Property, the successors and assigns of said owners, and the tenants, agents, licensees, guests and invitees, including any person taking possession via foreclosure, deed in lieu of foreclosure, or otherwise.

7. No Public Dedication. The provisions of this Agreement shall not be deemed to constitute a dedication for public use nor to create any rights in the general public nor benefit any other real property other than as specifically stated herein.

8. Limitation of Rights. It is expressly agreed that no breach of or event of default under this Agreement shall: (a) entitle any Party to cancel, rescind, or otherwise terminate this Agreement; or (b) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of any of the real property affected by this Agreement. This limitation shall not affect in any manner any other rights or remedies that a Party may have hereunder by reason of any such breach or default.

9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Each of the Parties hereto consents to the exclusive jurisdiction of any appropriate court in the State of Utah in the event there is a dispute or disagreement arising out of this Agreement.

10. Severability. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletion shall destroy the Easement, rights and covenants that this Agreement intended to create.

11. Further Assurances. Each Party hereto, at the request of any other Party, shall execute and deliver to the requesting Party any available instruments, agreements, documents, permits or applications, or any other papers reasonably required by the requesting Party, and such other Party shall do such other acts as may be reasonably requested by the requesting Party, all to effect the purposes of this Agreement; *provided, however*, that all reasonable costs and expenses incurred by any Party related to any actions taken at the request of another Party shall be paid for by the Party making such request.

12. Attorneys' Fees. Should any Party default in any of the covenants or agreements herein contained, the defaulting Party shall pay all costs and expenses, including all reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting Party to pay costs and expenses includes, without limitation, all costs and expenses, including all reasonable attorneys' fees, incurred on appeal and in bankruptcy proceedings.

13. Miscellaneous. All the terms, conditions, reservations, covenants and restrictions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of each of the Parties hereto, and such successors or assigns shall be considered a Party for purposes of this Agreement. This Agreement represents the full and complete agreement between the Parties hereto regarding the subject matter hereof and all such Parties executing this Agreements have received a copy of the same. The terms and conditions of this Agreement merge with and supersede any prior or contemporaneous, oral or written, statements or agreements. This Agreement may only be modified or amended by a written instrument signed by all Parties hereto (or their respective successors and assigns) and recorded in the real property records Wasatch County, Utah. With or without specific reference thereto, the conveyance of an interest in all or any portion of the CPC Property and Benloch Ranch Property shall be subject to the benefits and burdens of this Agreement to the same extent as if all the terms and conditions of this Agreement were set forth in full in such conveyance. The caption included herein are for reference only and should not be used in construing any of the terms hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but collectively shall constitute a single agreement.

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IN WITNESS WHEREOF, Grantor has executed this Agreement under seal as of the date first above written.

**AJ FIRESIDE:**

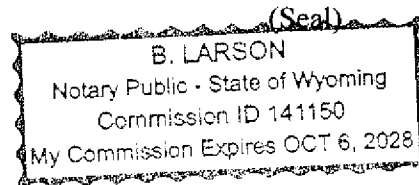
**AJ FIRESIDE PARK CITY LLC,**  
a Delaware limited liability company

By: Jamie Mackay  
Name: Jamie Mackay  
Title: President

STATE OF Wyoming )  
COUNTY OF Teton )§

This instrument was acknowledged before me on this 14<sup>th</sup> day of November, 2025, by Jamie Mackay, the President of AJ Fireside Park City LLC, a Delaware limited liability company, the signer of the above instrument.

B. Larson, Notary  
Title and Rank



IN WITNESS WHEREOF, CPC has executed this Agreement under seal as of the date first above written.

CPC:

**BENLOCH CPC LLC**  
a Utah limited liability company

By: 

Name: GLENN B. KARLBERG

Title: AGENT FOR AMPLE TURNAROUND & RESTRUCTURING LLC, SOLELY AS COURT APPOINTED RECEIVER FOR BENLOCH CPC, LLC

STATE OF OREGON )  
 )§  
COUNTY OF MARION )

This instrument was acknowledged before me on this 19<sup>th</sup> day of 11, 2025, by GLENN KARLBERG, the AGENT of Benloch CPC LLC, a Utah limited liability company, the signer of the above instrument.

  
Title and Rank NOTARY PUBLIC

(Seal)

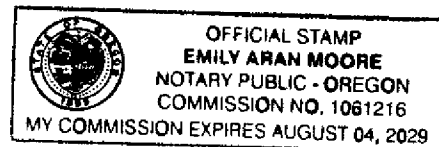


EXHIBIT A

## BENLOCH RANCH PROPERTY

(Parcel 2 - Jordanelle Ridge to Benloch Ranch)

A DESCRIPTION OF A PARCEL OF LAND FOR THE PURPOSE OF A LAND EXCHANGE. SAID PARCEL OF LAND COMPRISES PORTIONS OF WASATCH COUNTY PARCEL NUMBERS 00-0021-5034 AND 00-0021-5035 AND IS SITUATED IN SECTION 12 OF TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN. SAID PARCEL IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE NORTHWEST CORNER OF SAID PARCEL 00-0021-5035, AND RUNNING; THENCE ALONG THE SECTION LINE AND NORTHERLY LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES: (1) SOUTH 89°51'49" EAST 1334.37 FEET TO THE SIXTEENTH CORNER; AND (2) SOUTH 89°51'49" EAST 1320.00 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 12; THENCE SOUTH 89°51'54" EAST 2783.89 FEET ALONG THE SECTION LINE TO THE NORTHEAST CORNER OF SAID SECTION 12, BEING THE NORTHWESTERLY CORNER OF GOVERNMENT LOT 1, SECTION 12, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 0°01'12" EAST 1305.06 FEET ALONG THE SECTION LINE AND THE EASTERLY LINE OF SAID GOVERNMENT LOT 1 TO THE SOUTHEASTERLY CORNER OF SAID GOVERNMENT LOT 1; THENCE SOUTH 89°55'51" WEST 1486.70 FEET ALONG THE SIXTEENTH LINE TO THE SIXTEENTH CORNER; THENCE SOUTH 89°55'51" WEST 1286.36 FEET ALONG THE SIXTEENTH LINE TO THE SIXTEENTH CORNER; THENCE SOUTH 89°55'01" WEST 663.89 FEET ALONG THE SIXTEENTH LINE; THENCE SOUTH 0°19'18" EAST 1331.59 FEET TO A POINT ON THE SIXTEENTH LINE; THENCE NORTH 89°46'20" WEST 1070.54 FEET ALONG THE SIXTEENTH LINE; THENCE NORTH 30°36'53" WEST 1161.04 FEET; THENCE NORTH 22°44'05" WEST 394.57 FEET THENCE NORTH 6°52'47" EAST 319.57 FEET; THENCE NORTH 0°07'01" WEST 271.63 FEET; THENCE SOUTH 89°52'59" WEST 231.32 FEET TO A POINT ON THE SECTION LINE; THENCE NORTH 0°06'39" WEST 698.01 FEET ALONG THE SECTION LINE TO THE NORTHWEST CORNER OF SAID SECTION 12 AND THE POINT OF BEGINNING.

CONTAINS 8,939,451 SQ. FT. OR 205.223 ACRES

Description of the Jordanelle REF Property  
(Continued)

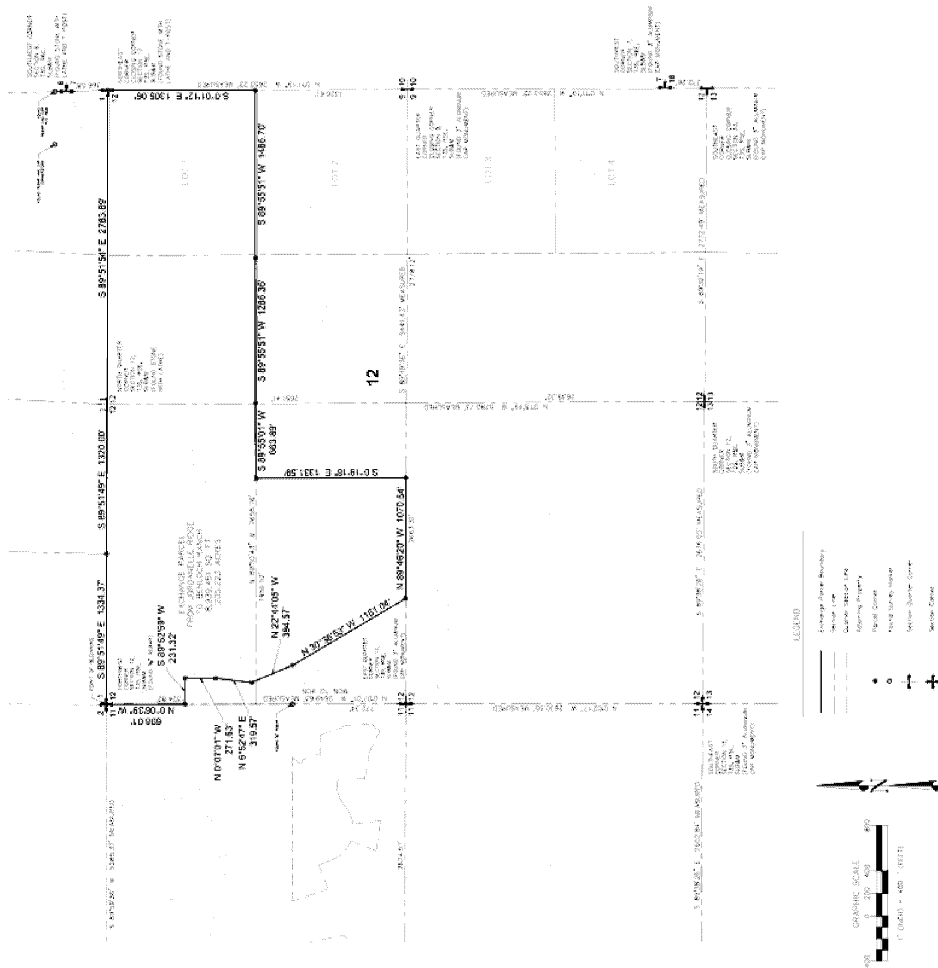




EXHIBIT B

## CPC PROPERTY

(PARCEL 5 Benloch Ranch – East Subdivision, Wasatch County, UT)

PART OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST (SAID NORTHEAST CORNER OF SECTION 1 BEING N89°31'27"E 16027.88 FEET FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT); THENCE S01°18'21"E 2563.51 FEET TO THE TRUE POINT OF BEGINNING; THENCE S01°18'21"E ALONG SECTION LINE A DISTANCE OF 86.37 FEET TO THE WEST QUARTER OF SECTION 6; THENCE S01°29'07"E ALONG SECTION LINE A DISTANCE OF 2544.79 FEET; THENCE WEST 462.36 FEET; THENCE SOUTH 465.56 FEET; THENCE N89°51'39"W ALONG SECTION LINE A DISTANCE OF 2308.28 FEET TO THE SOUTH QUARTER CORNER OF SECTION 1; THENCE N89°52'06"W ALONG SECTION LINE A DISTANCE OF 285.50 FEET; THENCE NORTH 189.39 FEET; THENCE N18°05'56"E 819.16 FEET; THENCE N22°02'03"W 339.10 FEET; THENCE NORTH 601.26 FEET; THENCE N21°40'08"E 667.66 FEET; THENCE EAST 227.79 FEET; THENCE N67°20'38"E 1125.22 FEET; THENCE N38°18'23"E 494.94 FEET; THENCE N64°46'26"E 220.52 FEET; THENCE S72°16'42"E 552.74 FEET; THENCE S62°48'28"E 354.64 FEET TO THE POINT OF BEGINNING.

(PARCEL 6 Benloch Ranch – East Subdivision, Wasatch County Utah)

PART OF SECTIONS 1 AND 2 OF TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N89°31'27"E 12991.42 FEET AND SOUTH 1999.79 FEET FROM A FOUND BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST, (SAID SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST BEING S89°31'27"W 16027.88 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT); THENCE S52°14'52"E 346.35 FEET; THENCE S16°50'21"E 394.58 FEET; THENCE S01°06'44"W 404.26 FEET; THENCE S37°42'12"E 163.59 FEET; THENCE S21°40'08"W 667.66 FEET; THENCE SOUTH 601.26 FEET; THENCE S22°02'03"E 339.10 FEET; THENCE S18°05'56"W 819.16 FEET; THENCE SOUTH 189.39 FEET; THENCE N89°52'06"W ALONG SECTION LINE A DISTANCE OF 2368.86 FEET TO THE SOUTHWEST CORNER OF SECTION 1; THENCE N89°52'06"W 202.42 FEET; THENCE N00°26'57"W 194.71 FEET TO THE BEGINNING OF A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 655.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 379.56 FEET, A DELTA ANGLE OF 33°12'07", A CHORD BEARING OF N17°03'01"W, AND A CHORD LENGTH OF 374.27 FEET; THENCE N05°15'38"E 701.74 FEET; THENCE N07°07'05"E 475.22 FEET; THENCE N12°20'34"W 653.73 FEET; THENCE N00°52'42"W 550.18 FEET; THENCE N04°43'52"E 403.75 FEET; THENCE N15°34'44"E 320.49 FEET; THENCE S89°58'21"E 2481.55 FEET TO THE POINT OF BEGINNING.

EXHIBIT C  
EASEMENT AREA

**LEGAL DESCRIPTION - FLOATING ACCESS & INFRASTRUCTURE EASEMENT:**

THIS ACCESS AND INFRASTRUCTURE EASEMENT IS TO FOLLOW THE APPROVED RIGHT OF WAY ALONG SKYFALL ROAD AND THEN DEPART SKYFALL ROAD ALONG AN AS YET TO BE DETERMINED ALIGNMENT THROUGH THE AREA SOUTH OF SKYFALL ROAD AS DEPICTED AND DESCRIBED HEREON. WHEN SAID ACCESS AND INFRASTRUCTURE EASEMENT ALIGNMENT IS FINALIZED AND APPROVED THERE WILL BE A REVISED VERSION OF THIS FLOATING EASEMENT WHICH WILL SUPERSEDE THIS CURRENT EASEMENT AND AGREEMENT. IN THE EVENT THAT THE DEVELOPER OF THE NORTHERN PARCEL DOES NOT COMPLETE A DEVELOPMENT PLAN WITHIN THREE YEARS, THE DEVELOPER OF THE SOUTH PARCEL MAY DETERMINE AND DEFINE SAID ACCESS AND INFRASTRUCTURE EASEMENT THROUGH THE DEPICTED AREA SOUTH OF SKYFALL ROAD. IN ANY EVENT NEITHER PARTY SHALL OBSTRUCT OR WITHHOLD COOPERATION NEEDED TO AGREE UPON, FINALIZE AND RECORD THE EASEMENT IN ITS FINAL FORM.

PART OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING N89°31'27"E, 10424.88 FEET AND S00°28'33"E, 5570.02 FEET FROM A FOUND BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST (SAID SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST BEING S89°31'27"W, 16027.88 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT); SAID POINT BEING THE POINT OF BEGINNING OF AN ACCESS AND INFRASTRUCTURE EASEMENT 60.00 FEET WIDE, BEING 30.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE;

FROM SAID POINT OF BEGINNING, ALONG THE CENTERLINE OF SKYFALL ROAD; THENCE, S 89° 51' 50" E FOR A DISTANCE OF 364.07 FEET TO THE BEGINNING OF A CURVE,

SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 31° 22' 26.3", HAVING A RADIUS OF 470.00 FEET, AND WHOSE LONG CHORD BEARS N 74° 26' 57" E FOR A DISTANCE OF 254.16 FEET;

THENCE, N 58° 45' 44" E FOR A DISTANCE OF 591.78 FEET TO THE BEGINNING OF A CURVE,

SAID CURVE TURNING TO THE RIGHT THROUGH 22° 35' 48.6", HAVING A RADIUS OF 470.00 FEET, AND WHOSE LONG CHORD BEARS N 70° 03' 38" E FOR A DISTANCE OF 184.16 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;

SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 33° 46' 49.4", HAVING A RADIUS OF 470.00 FEET, AND WHOSE LONG CHORD BEARS N 64° 28' 08" E FOR A DISTANCE OF 273.11 FEET;

THENCE, N 47° 34' 43" E FOR A DISTANCE OF 42.01 FEET TO THE BEGINNING OF A CURVE,

SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 42° 42' 22.5", HAVING A RADIUS OF 470.00 FEET, AND WHOSE LONG CHORD BEARS N 68° 55' 54" E FOR A DISTANCE OF 342.27 FEET;

THENCE, S 89° 42' 55" E FOR A DISTANCE OF 39.46 FEET TO THE BEGINNING OF A CURVE,

SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 49° 50' 03.4", HAVING A RADIUS OF

## CONTINUED:

300.00 FEET, AND WHOSE LONG CHORD BEARS N 65° 22' 04" E FOR A DISTANCE OF 252.78 FEET;

THENCE, N 40° 27' 02" E FOR A DISTANCE OF 75.49 FEET TO THE BEGINNING OF A CURVE,

SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 76° 26' 39.9", HAVING A RADIUS OF 300.00 FEET, AND WHOSE LONG CHORD BEARS N 78° 40' 22" E FOR A DISTANCE OF 371.23 FEET;

THENCE, S 63° 06' 18" E FOR A DISTANCE OF 86.43 FEET TO THE BEGINNING OF A CURVE,

SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 55° 16' 21.3", HAVING A RADIUS OF 470.00 FEET, AND WHOSE LONG CHORD BEARS N 89° 15' 31" E FOR A DISTANCE OF 436.03 FEET;

THENCE, N 61° 37' 21" E FOR A DISTANCE OF 13.87 FEET TO THE BEGINNING OF A CURVE,

SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 41° 12' 30.8", HAVING A RADIUS OF 470.00 FEET, AND WHOSE LONG CHORD BEARS N 82° 13' 36" E FOR A DISTANCE OF 330.80 FEET;

THENCE, S 77° 10' 09" E FOR A DISTANCE OF 347.53 FEET TO THE BEGINNING OF A CURVE,

SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 92° 22' 08.1", HAVING A RADIUS OF 300.00 FEET, AND WHOSE LONG CHORD BEARS N 56° 38' 47" E FOR A DISTANCE OF 432.94 FEET;

THENCE, N 10° 27' 43" E FOR A DISTANCE OF 21.37 FEET; TO THE BEGINNING OF A CURVE,

SAID CURVE TURNING TO THE RIGHT THROUGH 55° 02' 45", HAVING A RADIUS OF 300.00 FEET, AND WHOSE LONG CHORD BEARS N 37° 59' 06" E FOR A DISTANCE OF 277.26 FEET;

THENCE, N 65° 30' 29" E FOR A DISTANCE OF 160.10 FEET; TO THE BEGINNING OF A CURVE,

SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 51° 56' 58", HAVING A RADIUS OF 140.00 FEET, AND WHOSE LONG CHORD BEARS N 39° 32' 00" E FOR A DISTANCE OF 122.63 FEET TO THE POINT OF TERMINUS.

## ALONG WITH THE FOLLOWING DESCRIBED AREA:

BEGINNING AT A POINT BEING N89°31'27"E, 12,354.60 FEET AND S00°28'33"E, 4910.17 FEET FROM A FOUND BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST (SAID SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST BEING S89°31'27"W, 16027.88 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT); SAID POINT BEING THE POINT OF BEGINNING OF AN AREA DESCRIBED HEREIN THROUGH WHICH A FUTURE ACCESS AND INFRASTRUCTURE EASEMENT 60.00 FEET IN WIDTH IS TO BE DETERMINED AND DESCRIBED IN THE FUTURE;

AND SAID POINT OF BEGINNING ALSO BEING THE BEGINNING OF A CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 49° 50' 03.4", HAVING A RADIUS OF 330.00 FEET, AND WHOSE LONG CHORD BEARS N 65° 22' 04" E FOR A DISTANCE OF 278.06 FEET;

THENCE, N 40° 27' 02" E FOR A DISTANCE OF 75.49 FEET TO THE BEGINNING OF A CURVE,

## CONTINUED:

SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF  $76^{\circ} 26' 39.9''$ , HAVING A RADIUS OF 270.00 FEET, AND WHOSE LONG CHORD BEARS  $N 78^{\circ} 40' 22'' E$  FOR A DISTANCE OF 334.10 FEET;

THENCE,  $S 63^{\circ} 06' 18'' E$  FOR A DISTANCE OF 86.43 FEET TO THE BEGINNING OF A CURVE,

SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF  $55^{\circ} 16' 21.3''$ , HAVING A RADIUS OF 500.00 FEET, AND WHOSE LONG CHORD BEARS  $N 89^{\circ} 15' 31'' E$  FOR A DISTANCE OF 463.86 FEET;

THENCE,  $N 61^{\circ} 37' 21'' E$  FOR A DISTANCE OF 13.87 FEET TO THE BEGINNING OF A CURVE,

SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF  $41^{\circ} 12' 30.8''$ , HAVING A RADIUS OF 440.00 FEET, AND WHOSE LONG CHORD BEARS  $N 82^{\circ} 13' 36'' E$  FOR A DISTANCE OF 309.68 FEET;

THENCE,  $S 77^{\circ} 10' 09'' E$  FOR A DISTANCE OF 347.53 FEET TO THE BEGINNING OF A CURVE,

SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF  $92^{\circ} 22' 08.1''$ , HAVING A RADIUS OF 330.00 FEET, AND WHOSE LONG CHORD BEARS  $N 56^{\circ} 38' 47'' E$  FOR A DISTANCE OF 476.24 FEET;

THENCE,  $N 10^{\circ} 27' 43'' E$  FOR A DISTANCE OF 21.37 FEET TO THE BEGINNING OF A CURVE,

SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF  $55^{\circ} 02' 45.3''$ , HAVING A RADIUS OF 270.00 FEET, AND WHOSE LONG CHORD BEARS  $N 37^{\circ} 59' 06'' E$  FOR A DISTANCE OF 249.54 FEET;

THENCE,  $N 65^{\circ} 30' 29'' E$  FOR A DISTANCE OF 160.10 FEET TO THE BEGINNING OF A CURVE,

SAID CURVE TURNING TO THE LEFT THROUGH  $51^{\circ} 56' 57.6''$ , HAVING A RADIUS OF 170.00 FEET, AND WHOSE LONG CHORD BEARS  $N 39^{\circ} 32' 00'' E$  FOR A DISTANCE OF 148.91 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;

SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF  $02^{\circ} 25' 36.2''$ , HAVING A RADIUS OF 170.00 FEET, AND WHOSE LONG CHORD BEARS  $N 12^{\circ} 20' 43'' E$  FOR A DISTANCE OF 7.20 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE;

THENCE,  $N 90^{\circ} 00' 00'' E$  FOR A DISTANCE OF 145.40 FEET;

THENCE,  $S 00^{\circ} 08' 08'' W$  FOR A DISTANCE OF 1561.94 FEET;

THENCE,  $N 89^{\circ} 51' 52'' W$  FOR A DISTANCE OF 2768.79 FEET;

THENCE  $N 00^{\circ} 08' 08'' E$  A DISTANCE OF 710.44 FEET TO THE POINT OF BEGINNING.

## FLOATING ACCESS &amp; INFRASTRUCTURE EASEMENT EXHIBIT

