

AGREEMENT FOR EASEMENTS AND MAINTENANCE

THIS AGREEMENT for easements and maintenance thereof is entered into this day of 14th May 1999, by and between the JACK JOHNSON OFFICE LODGE, LC, a Utah limited liability company, (hereinafter referred to as "JJOL") and RED BARN DEVELOPMENT, LC, a Utah limited liability company (hereinafter referred to as "Red Barn").

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ALAN SPRIGGS, SUMMIT CO RECORDER
1999 NOV 05 16:18 PM FEE \$32.00 BY DMG
REQUEST: AMERICA WEST TITLE AGENT

RECITALS:

- A) JJOL owns that certain parcel of land described on Exhibit "A" attached hereto and by this reference made a part hereof (a plan for which is attached hereto as Attachment 1).
- B) Red Barn owns an adjacent parcel of land described on Exhibit "B" attached hereto and by this reference made a part hereof. Plans depicting the proposed layout of the property including building footprints and landscaping and showing the landscaped boundary between the Red Barn parcel and property to the west are attached hereto as Exhibit B₁. It is acknowledged by the parties that the current drawings reflecting building footprints have been or may be altered and Red Barn agrees to review the altered drawings with JJOL and obtain approval of design alterations, which approval will not be unreasonably withheld.
- C) Red Barn desires to have an access right of way and public utilities easement over and across a portion of the parcel of land described in Exhibit "A". Said access right of way and public utilities easement is described on Exhibit "C" attached hereto and by this reference made a part hereof.
- D) Red Barn also desires to have a sign easement, which sign will denote the name of the development to be placed on the land owned by Red Barn. The area of land upon which this sign easement is to be placed is described on Exhibit "D" attached hereto and by this reference made a part hereof.
- E) In exchange for granting these easements, JJOL desires to have a landscape and maintenance agreement with Red Barn for the property encompassing the sign (described on Exhibit "E" attached hereto and made a part hereof), together with a cooperative snow removal agreement for the access easement.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1) JJOL grants to Red Barn, a perpetual right of way and public utilities easement over and across that certain parcel of land described on Exhibit "C" attached hereto, for the purpose of ingress to and egress from that certain parcel of land described on Exhibit "B" attached hereto. The aforesaid grant of right of way and public utilities easement shall run with the land and shall inure to the benefit of the Grantee's heirs, successors, assigns, tenants, subtenants, guests, employees, agents, customers, licensees and other invitees.
- 2) JJOL grants to Red Barn a perpetual sign easement under, over and upon the surface of that certain parcel of land described on Exhibit "D" attached hereto, for the purpose of constructing and maintaining a sign denoting the development on that certain parcel of land described on Exhibit "B" attached hereto. This sign easement shall run with the land and shall inure to the benefit of the Grantee's heirs, successors and assigns. The aforesaid sign, when constructed, shall conform to all applicable Summit County Codes and zoning requirements, applicable architectural standards of the Sun Peak Development, and the requirements of JJOL. The design of the sign and the physical sign as constructed shall be approved by JJOL prior to placement.
- 3) Red Barn agrees to install and maintain trees, shrubs, grass, flowers, ground covers, soil and rocks together with an irrigation system to water the same on the property described on Exhibit "E". Red Barn will be responsible for maintaining the vegetation and irrigation system on this property and for replacement of any dead or dying foliage. The landscape design and plant materials will be approved by JJOL prior to installation and will conform to applicable Summit County and Sun Peak Development codes, requirements and architectural guidelines. All work will be completed and dead and dying foliage replaced in a timely manner. This agreement shall be deemed a covenant running with the land and be binding upon the heirs, successors and assigns of the parties hereto.

After development occurs on property described on Exhibit "B" the obligation to provide services under this sub-paragraph 3 may be transferred from Red Barn to the Homeowners Association of said development.

- 4) JJOL desires that Red Barn enter into an agreement to provide snow removal for the access easement described herein. Red Barn will ensure that snow is removed from this easement in a timely manner whenever needed. No snow will be stored in the parking areas or near the entry, or on any property belonging to JJOL. JJOL agrees to provide snow removal for its parking areas adjacent to the subject easement.
- 5) Red Barn shall provide JJOL with the opportunity to approve all landscaping on the north and west sides of the Red Barn property for a distance of 60 feet, building heights, site layouts and colors/materials, and especially the rear and

side elevations of those buildings bordering the JJOL property (buildings 1, 2, 3 and 4) and in the sightlines of JJOL views to the south and west, prior to construction and/or installation of the same. Red Barn agrees not to deviate from approved plans in construction. Approval will be provided in a timely manner and will not be unreasonably withheld.

IN WITNESS WHEREOF the hands of the parties have been affixed hereto on the day and date first above written.

JACK JOHNSON OFFICE LODGE, LC



Jack J. Johnson, Member

RED BARN DEVELOPMENT, LC



James C. Fogg, Manager

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EXHIBIT "A"

JACK JOHNSON OFFICE LODGE

A portion of Lot 1, Sun Peak Drive dedication and parcel subdivision plat, recorded November 22, 1994, as entry No. 419725 of the office records in the Office of the Summit County Recorder, more particularly described as follows:

Commencing at the Northwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said corner being a brass cap set by the County Surveyor in 1958; thence along the West line of said Section 31 (Basis of Bearing being South 00° 00' 06" East 2641.45 feet between the Northwest corner and the West Quarter corner of said Section 31) South 00° 00' 06" East a distance of 2283.01 feet; thence East 896.16 feet to the Point of Beginning; thence East 483.77 feet to a point, said point being on the right-of-way of State Highway U-224; thence along said right-of-way North 00° 13' 32" West 346.44 feet; thence departing said right-of-way West 149.41 feet to the beginning of a 410 foot radius curve to the right (center bears north); thence along said curve, through a central angle of 08° 27' 52" 60.56 feet; thence South 12° 39' 39" West 115.57 feet to the beginning of a 260 foot radius curve to the right (center bears North 77° 20' 21" West); thence along said curve through a central angle of 75° 55' 25" 344.53 feet; thence departing said curve South 35.22 feet to the above point of beginning.

Contains 102,246 square feet or 2.35 acres, more or less.

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EXHIBIT "B"

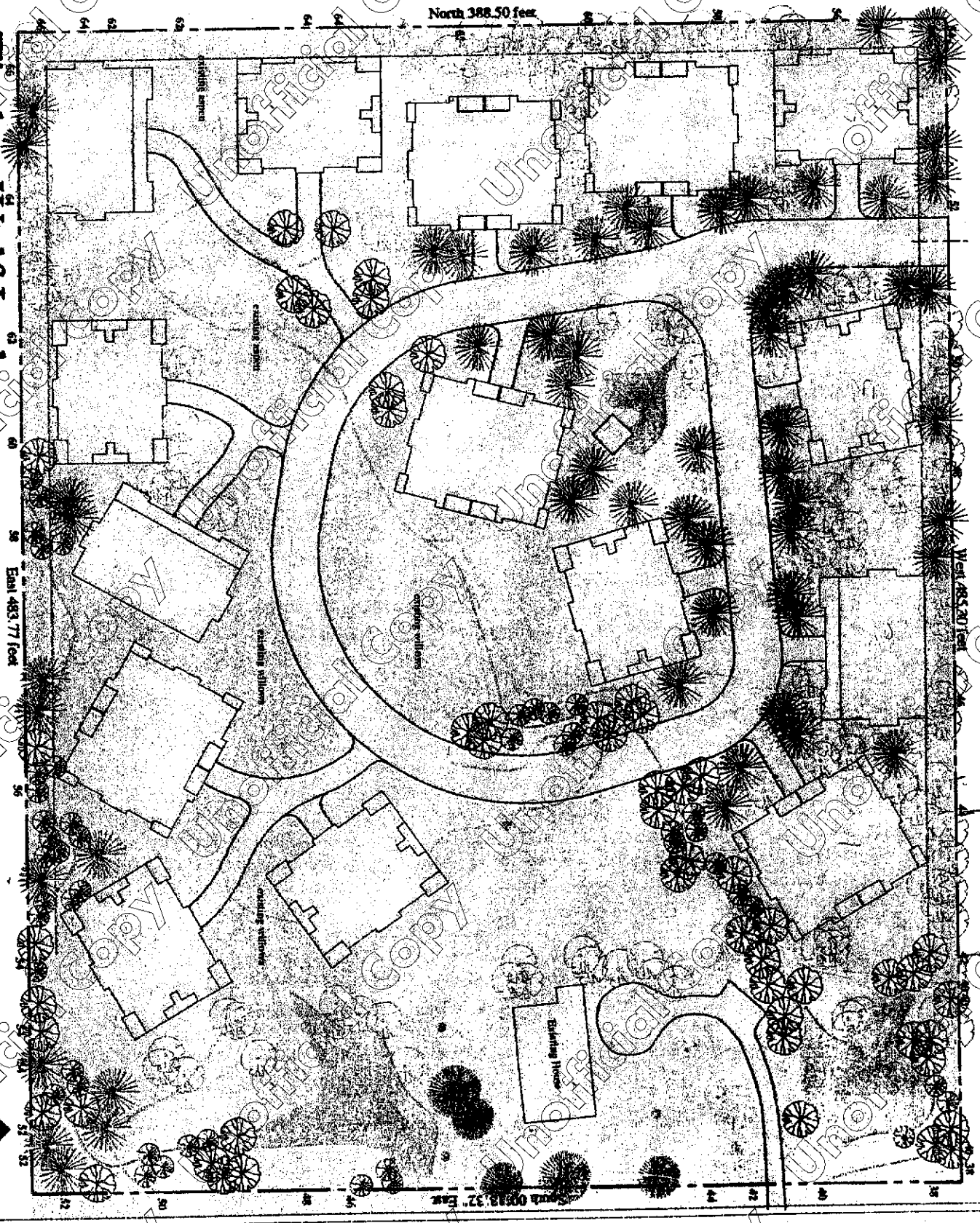
RED BARN PARCEL

BEGINNING at the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, a found brass cap; thence North 00° 00' 55" East 2608.66 feet along said Section 31 (Basis of Bearing North 00° 00' 55" East from the Southwest corner of said Section 31 to the West quarter of said Section 31); thence East 896.15 feet to the true point of beginning; thence North 388.50 feet to the Southwest Corner of the Jack Johnson Office Lodge parcel; thence East 483.77 feet along the South line of said parcel to the Westerly right-of-way line of State Highway 224; thence South 00° 13' 32" East 388.50 feet along said right-of-way to a Highway right-of-way monument; thence leaving said right-of-way West 485.30 feet to the point of beginning.

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Timber Wolf Lodge Landscaping

This plan shows
0.68 acres in native landscape
1.10 acres in non-native landscape and ponds



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State Highway 224

- Plant Material**
- Native Landscape
 - Non-Native Landscape
 - Ponds
 - Building Footprints
 - Parking Areas
 - Driveways
 - Utility Lines

EXHIBIT "C"

20-FOOT ACCESS EASEMENT

A 20-foot wide non-exclusive right-of-way and public utilities easement over, through and across the following described land for the purpose of ingress and egress, and for the purpose of construction and maintenance of public utilities; said easement being within a 20 foot wide parcel of land across the Jack Johnson Office Lodge property, lying within the Northwest quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, County of Summit, State of Utah, more particularly described as follows:

Commencing at the Northwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said corner being a brass cap set by the County Surveyor in 1958; thence along the West line of said Section 31, South 00° 00' 06" East a distance of 2283.01 feet; thence leaving said section line East 896.15 feet and East 83.85 feet to the TRUE POINT OF BEGINNING, said point being on the boundary line between the Jack Johnson Office Lodge parcel and the Red Barn Development, L. C. parcel; thence along said line East 20.00 feet; thence North 59.65 feet to the southeasterly line of Flanders Way and the point of a non-tangent curve from which the radial line bears North 25° 04' 54" West, said curve having a radius of 260.00 feet and a central angle of 04° 46' 43" , thence westerly along said curve to the right and said Flanders Way line, a distance of 21.68 feet; thence leaving said Flanders Way line South 51.28 feet to the point of beginning.

Containing 1106 square feet, or 0.03 acres more or less.

See Attachment 1.

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EXHIBIT "D"
SIGN EASEMENT

An easement over, through and across the following described lands for the purpose of constructing and maintaining a sign and lying within the Northwest Quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, County of Summit, State of Utah, more particularly described as follows:

Commencing at the Northwest Corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said corner being a brass cap set by the County Surveyor in 1958, thence along the West line of said Section 31, South $00^{\circ}00'06''$ East a distance of 2283.01 feet; thence leaving said section line East 896.16 feet; said point being on the Easterly line of the Willow Draw Cottages at Sun Peak, Plat F, thence along said Easterly line North 35.21 feet to a common corner of said Willow Draw Cottages at Sun Peak and the Jack Johnson Office Lodge parcel, said point also being on a 260.00 foot radius non-tangent curve to the left (center bears North $01^{\circ}24'56''$ West); thence along the arc of said curve and said Jack Johnson Office Lodge parcel 49.11 feet through a central angle of $10^{\circ}49'19''$ to the TRUE POINT OF BEGINNING; and thence continuing along the arc of said curve 12.79 feet through a central angle of $02^{\circ}49'06''$; thence South $07^{\circ}29'47''$ East 10.08 FEET; thence South $76^{\circ}30'26''$ West 11.96 feet; thence North $12^{\circ}13'27''$ West 10.00 feet to the TRUE POINT OF BEGINNING.

Contains: 123.20 square feet more or less.

See Attachment 1.

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EXHIBIT "E"

LANDSCAPE PARCEL

A parcel of land lying within the Northwest Quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, County of Summit, State of Utah, more particularly described as follows:

Commencing at the Northwest Corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said corner being a brass cap set by the County Surveyor in 1958; thence along the West line of said Section 31 (Basis of Bearing being South 00° 00' 06" East 2641.45 feet between the Northwest corner and the West Quarter corner of said Section 31), South 00° 00' 06" East a distance of 2283.01 feet; thence leaving said Section line East 896.16 feet to the Point of Beginning, said point being on the Easterly line of the Willow Draw Cottages at Sun Peak, Plat F; thence along said Easterly line North 35.21 feet to a common corner of said Willow Draw Cottages at Sun Peak and the Jack Johnson Office Lodge parcel, said point also being on a 260.00 foot radius non-tangent curve to the left (center bears North 01° 24' 56" West); thence along the arc of said curve and said Jack Johnson Office Lodge parcel 64.87 feet through a central angle of 14° 17' 39"; thence South 07° 29' 47" East 13.53 feet; thence South 00° 12' 04" East 31.42 feet to the southerly line of said Jack Johnson Office Lodge parcel; thence along the South line of said parcel West 65.91 feet to the Point of Beginning.

SUBJECT TO and including the Sign Easement (Exhibit "D").

Containing 2,543 square feet, more or less.

See Attachment 1.

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STATE OF UTAH)

COUNTY OF SALT LAKE)

On the 14th day of May, 1999, personally appeared before me Jack L. Johnson, who being by me duly sworn, did say that he is a Member of JACK JOHNSON OFFICE LODGE, LC, a Utah limited liability company, and that said instrument was signed in behalf of said company by authority of a resolution of its members and/or the terms and conditions of the operating agreement for such company, and said Jack L. Johnson acknowledged to me that said company executed the same.

My Commission Expires:
6-1-2000

[Signature]
NOTARY PUBLIC

Residing in: Summit County



STATE OF UTAH)

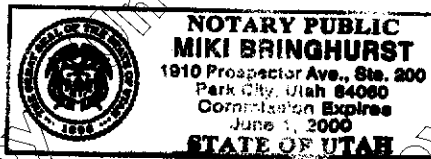
COUNTY OF SALT LAKE)

On the 14th day of May, 1999, personally appeared before me James C. Fogg, who being by me duly sworn, did say that he is a Manager of RED BARN DEVELOPMENT, LC, a Utah limited liability company, and that said instrument was signed in behalf of said company by authority of a resolution of its members and/or the terms and conditions of the operating agreement for such company, and said James C. Fogg acknowledged to me that said company executed the same.

My Commission Expires:
6-1-2000

[Signature]
NOTARY PUBLIC

Residing in: Summit County



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