

31-18

AFTER RECORDING, RETURN TO:  
BRK, LLC  
PO BOX 71605  
SALT LAKE CITY UT 84171-0605

9144233  
08/12/2004 11:48 AM \$88.00  
Book - 9024 Pg - 9654-9684  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
BRK LLC  
PO BOX 71605  
SLC UT 84171  
BY: ELF, DEPUTY - WI 31 P.

**ROAD EASEMENT, CONSTRUCTION AND MAINTENANCE AGREEMENT**

THIS ROAD EASEMENT, CONSTRUCTION AND MAINTENANCE AGREEMENT (the "Agreement") is made as of August 11<sup>th</sup>, 2004 (the "Effective Date"), by and between CENTEX HOMES, a Nevada general partnership ("Centex"), and BRK, LLC, a Utah limited liability company ("BRK"). Centex and BRK, and any assign of each of the foregoing, are herein referred to as a "Party" and are collectively referred to herein as "Parties."

**RECITALS**

- A. BRK is the developer of a master planned community located in Riverton City, Salt Lake County, Utah, known as "Monarch Meadows."
- B. Centex and BRK own certain adjacent parcels of real property in Monarch Meadows, which are illustrated on the site plan attached hereto as Exhibit A (the "Site Plan").
- C. The parcel of unimproved real property owned by BRK is more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "BRK Phase 12 Property").
- D. The parcel of real property owned by Centex is more particularly described on Exhibit C attached hereto and incorporated herein by reference (the "Centex Property").
- E. The Site Plan contemplates a 50' wide road between the BRK Phase 12 Property and Centex Property to be known as "Cloudywing Way" (the "Access Road"). The Access Road runs east to west from the intersection of Monarch Meadows Parkway to a roundabout located on the BRK Phase 14 Property (as defined below), as illustrated on the Site Plan. For purposes of this Agreement, "Access Road" shall mean the road from top back of curb on each side.
- F. BRK has agreed to permit one-half of the Access Road to be constructed on a portion of the BRK Phase 12 Property more particularly described on Exhibit D attached hereto and incorporated herein by reference (the "BRK Road Parcel").
- G. Centex has agreed to permit one-half of the Access Road to be constructed on a portion of the Centex Property more particularly described on Exhibit E attached hereto and incorporated herein by reference (the "Centex Road Parcel").
- H. BRK and Centex have agreed to share in the cost of constructing the Access Road.
- I. The Parties have elected to construct the Access Road in two phases.

J. BRK contributed its portion of the construction costs for Phase One of the Access Road (as defined below) through a credit against the purchase price under the Purchase Agreement between Centex and BRK.

K. Centex has agreed to construct, and has constructed, Phase One of the Access Road in accordance with plans and specifications approved by Riverton City and reviewed by BRK (the "Phase One Plans and Specifications").

L. BRK has agreed to construct, or cause to be constructed, at its sole cost and expense, Phase Two of the Access Road (as defined below).

M. As of the date of this Agreement, Riverton City has declined to accept a public dedication of the Access Road.

N. While each Party agrees to repair and maintain its one-half of the Access Road, the Parties desire to have Centex provide or contract for snow removal, and to share equally in the cost of such snow removal as set forth in this Agreement.

O. The Parties have entered into a Grant of Storm Water Detention Easement and Maintenance Agreement, dated as of May 21, 2004, which was recorded on May 25, 2004 in the Office of the Salt Lake County Recorder as Entry Number 9071122 (the "Storm Water Drainage System Agreement").

P. Centex has constructed a storm water collection system, storm water detention area, and certain other related above and below ground improvements (the "Storm Water Drainage System") on certain real property owned by Centex and BRK more particularly described on Exhibit F attached hereto (the "Storm Water Drainage System Area").

Q. The Parties desire to further clarify their rights under the Storm Water Drainage System Agreement, and to share the construction and maintenance costs for the Storm Water Drainage System in accordance with the terms of this Agreement.

## **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

### **Section 1 CONSTRUCTION OF PHASE ONE OF THE ACCESS ROAD**

**1.1 Centex to Construct Phase One of the Access Road.** Centex has directed and managed the construction of that portion of the Access Road beginning at Monarch Meadows Parkway and ending on the east side of the intersection of Whirlabout Lane ("Phase One of the Access Road"), a section of approximately 540 feet. Phase One of the Access Road has been constructed in accordance with the Phase One Plans and Specifications.

**1.2 Construction Costs.** Pursuant to the terms of the Sixth Addendum to the Purchase Agreement between Centex, as buyer, and BRK, as seller, BRK gave Centex a credit at

the closing of Centex Property (the "BRK Credit"). As indicated in the Sixth Addendum, the BRK Credit was intended to pay for, among other things, BRK's share of the cost of construction of Phase One of the Access Road. In no event shall BRK be obligated to expend in excess of the BRK Credit. Centex shall defend, indemnify and hold BRK or any other Party harmless from any losses, claims or damages arising from Centex's construction of Phase One of the Access Road and any liens placed on the BRK Phase 12 Property, the BRK Phase 14 Property or BRK Road Parcel in connection therewith. Centex's indemnity obligations under this Section 1.2 shall survive the termination of this Section 1 under Section 1.6 below.

**1.3 Completion of Phase One of the Access Road.** The Parties agree that Centex has substantially completed Phase One of the Access Road. Within fifteen (15) days of the Effective Date of this Agreement, Centex will obtain and deliver to BRK a letter from Riverton City confirming that Phase One of the Access Road has been substantially completed so as to not prevent the issuance of building permits or certificates of occupancy for residential dwellings on the BRK Phase 12 Property. In the event that Riverton City demands that repairs or changes be made to Phase One of the Access Road prior to issuing such a letter, Centex shall promptly comply with the demands imposed by Riverton City.

**1.4 Information.** Centex shall, concurrent with the execution of this Agreement, furnish copies of (a) the contracts entered into by Centex for construction of Phase One of the Access Road and/or the supplying of materials in connection therewith; (b) applications for payment and supporting materials relating thereto (such as, for example, lien waivers) which are provided to Centex in connection with its payment of the contractors and material suppliers providing work, materials or services in connection with Phase One of the Access Road hereunder; and (c) an itemized list of actual construction costs.

**1.5 Warranty of Work.** Centex warrants that all materials and equipment furnished are of good quality and new, and that Phase One of the Access Road shall be free from defects in material and workmanship, shall be free from errors or omissions, and shall strictly conform in all respects with the Phase One Plans and Specifications for a period of two (2) years from the Effective Date (the "Phase One Warranty Period"). Centex shall perform, or shall cause its contractors to perform, any warranty work arising from warranty claims asserted during the Phase One Warranty Period at its sole cost and expense.

**1.6 Termination of this Section.** So long as Centex pays the actual costs for construction of Phase One of the Access Road, and fulfills its warranty and other obligations under this Section 1, this Section 1 shall terminate as of the end of the Phase One Warranty Period (except for the indemnity obligations under Section 1.2).

## **Section 2 CONSTRUCTION OF PHASE TWO OF THE ACCESS ROAD**

**2.1 Construction of Phase Two of the Access Road.** BRK, or its assigns, shall construct, or have constructed, that section of the Access Road from the east side of the intersection of Whirlabout Way to the Roundabout located on the BRK Phase 14 Property, a section of approximately 250 feet ("Phase Two of the Access Road").

**2.2 Construction Costs.** BRK shall be responsible to pay the actual costs for construction of Phase Two of the Access Road.

**2.3 Phase Two Plans and Specifications.** BRK will submit the plans and specifications for Phase Two of the Access Road to Riverton City for approval (the "Phase Two Plans and Specifications"). After the Phase Two Plans and Specifications have been approved by Riverton City, BRK shall cause such Phase Two Plans and Specifications to be included in the applicable contractor's agreement for the construction of Phase Two of the Access Road.

**2.4 Information.** BRK shall, upon written request by any Party with an obligation to contribute a portion of the construction costs, furnish copies of (a) the contracts entered into by BRK for construction of Phase Two of the Access Road and/or the supplying of materials in connection therewith; and (b) applications for payment and supporting materials relating thereto (such as, for example, lien waivers) which are provided to BRK in connection with its payment of the contractors and material suppliers providing work, materials or services in connection with Phase Two of the Access Road hereunder.

**2.5 Lien Waivers.** BRK shall obtain lien waivers from all contractors and subcontractors performing any work on Phase Two of the Access Road, and any vendors or suppliers supplying materials for Phase Two of the Access Road. BRK shall defend, indemnify and hold Centex harmless from any losses, claims or damages arising from BRK's construction of Phase Two of the Access Road.

**2.6 Warranty of Work.** All agreements entered into by BRK with contractors for construction of Phase Two of the Access Road shall contain provisions warranting that all materials and equipment furnished shall be of good quality and new, and that Phase Two of the Access Road shall be free from defects in material and workmanship, shall be free from errors or omissions, and shall strictly conform in all respects with the requirements set forth in this Agreement and the Phase Two Plans and Specifications. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. BRK shall ensure that all contractors acknowledge their obligation to perform all warranty work, at their sole cost and expense, that may be required on Phase Two of the Access Road for a period of two (2) years from the date of substantial completion of Phase Two of the Access Road (i.e., the date on which BRK provides notification that construction is complete and Riverton City grants approval, if required) (the "Phase Two Warranty Period").

**2.7 Grant of Necessary Easements.** BRK, its agents, employees, contractors and subcontractors, shall have the right to enter upon the Centex Road Parcel in order to construct Phase Two of the Access Road, and Centex shall have the right to enter upon the BRK Road Parcel for any purpose consistent with this Agreement.

**2.8 Termination of this Section.** So long as BRK fulfills its construction and warranty obligations under this Section 2, this Section 2 shall terminate as of the end of the Phase Two Warranty Period.

### **Section 3 ACCESS ROAD AND STORM WATER DRAINAGE SYSTEM OPERATION AND MAINTENANCE**

#### **3.1 Overview of the Development.**

**3.1.1 The Centex Property Project.** Centex intends to utilize the Centex Property to construct townhouse condominiums (each, a "Centex Property Residential Unit") in a project to be known as "The Villas at Monarch Meadows" (the "Centex Property Project"). Each owner of a Centex Property Residential Unit (the "Centex Property Unit Owners") will be a member of the community association to be formed to manage the Centex Property Project (the "Centex Property Community Association").

**3.1.2 The BRK Phase 12 Property Project.** BRK intends to utilize the BRK Phase 12 Property for the construction of detached single family dwellings (each, a "BRK Phase 12 Property Residential Unit") in a project that BRK intends to sell to a third party developer (the "BRK Phase 12 Property Project"). Each owner of a BRK Phase 12 Property Residential Unit (the "BRK Phase 12 Property Unit Owners") will be a member of the community association to be formed to manage the BRK Phase 12 Property Project (the "BRK Phase 12 Property Community Association"). For purposes of this Agreement, "Residential Unit" shall mean either a Centex Property Residential Unit or a BRK Phase 12 Property Residential Unit, and "Community Associations" shall mean the Centex Property Community Association, the BRK Phase 12 Property Community Association and any other community association for owners of any portion of Monarch Meadows.

**3.2 Use of the Storm Water Drainage System.** BRK desires to utilize the Storm Water Drainage System to service the BRK Phase 12 Property Project. Centex agrees to permit BRK (or any purchaser of the BRK Phase 12 Property and assignee under this Agreement) to utilize the Storm Water Drainage System upon (i) Riverton City's approval of the use of the Storm Water Drainage System by the BRK Phase 12 Property Project, and (ii) Centex's receipt of cash or other immediately available proceeds in the amount of \$12,603.00 as reimbursement for a portion of Centex's construction costs for the detention ponds located on the BRK Phase 14 Property (the "Conditions to Storm Water Drainage System Usage"). The amount of the requested reimbursement shall be subject to a review of unit costs and quantities by BRK and/or any purchaser of the BRK Phase 12 Property.

### **3.3 Centex's Maintenance Obligations.**

**3.3.1 Storm Water Drainage System.** If BRK (or any purchaser of the BRK Phase 12 Property and assignee under this Agreement) satisfies the Conditions to Storm Water Drainage System Usage, Centex, or the Centex Property Community Association, shall provide or contract for all upkeep, repairs and maintenance of the Storm Water Drainage System and the Storm Water Drainage System Area (the "Storm Water Drainage System Maintenance").

**3.3.2 Access Road.** Centex, or the Centex Property Community Association, shall provide or contract for snow removal from the Access Road (the "Access Road Snow Removal").

**3.4 Calculation of Maintenance Fees.** BRK (or any purchaser of the BRK Phase 12 Property and assignee under this Agreement) shall reimburse Centex, or the Centex Community Association, for a portion of Centex's actual snow removal costs (exclusive of Centex's administrative costs, if any) for providing the Storm Water Drainage System Maintenance and Access Road Snow Removal as set forth in this Section 3.4 (collectively, the "Maintenance Fee"). With regard to the Access Road Snow Removal, BRK (or any purchaser of the BRK

Phase 12 Property and assignee under this Agreement) and Centex, or their respective Community Associations, shall share equally in Centex's actual costs (the "Access Road Snow Removal Costs"). With regard to the Storm Water Drainage System Maintenance, BRK (or any purchaser of the BRK Phase 12 Property and assignee under this Agreement) and Centex, or their respective Community Associations, shall share in the actual costs to maintain and repair the portion of the Storm Water Drainage System utilized by the BRK Phase 12 Property on a pro rata basis, based on their respective share of the total number of Residential Units connected to the Storm Water Drainage System (the "Storm Water Drainage System Costs"). For example, assume there are 153 Resident Units connected to the Storm Water Drainage System. Assume further that the Storm Water Drainage System Costs for a given year are \$5,000. If BRK (or any purchaser of the BRK Phase 12 Property) has 63 Residential Units connected to the Storm Water Drainage System and Centex has 90 Residential Units connected to the Storm Water Drainage System, then BRK's share of Storm Water Drainage System Costs is \$2,058.82 (i.e., \$5,000 divided by 153 multiplied by 63), and Centex's share of Storm Water Drainage System Costs is \$2,941.18 (i.e., \$5,000 divided by 153 multiplied by 90).

### **3.5 Payment of Maintenance Fee.**

**3.5.1** BRK shall pay the Maintenance Fee on a quarterly basis. Within fifteen (15) days of the end of each calendar quarter, Centex shall deliver to BRK (or any purchaser of the BRK Phase 12 Property and assignee under this Agreement) an invoice for the Maintenance Fee for the prior quarter. (The parties acknowledge that there may be some quarters in which no Maintenance Fees are incurred.) BRK shall pay the amount of such invoice within thirty (30) days of the invoice date. Centex, or its agent with management responsibility for the Centex Property Project, shall keep detailed records of all receipts and expenditures relating to the Maintenance Fees. BRK shall have the right to audit such expenses, at BRK's sole and exclusive expense, one (1) time during each calendar year. In the event that the actual costs, as established by BRK's audit, are less than the costs represented by Centex in establishing the Maintenance Fee, BRK shall be entitled to receive a credit against future Maintenance Fees in the amount disclosed by the audit.

**3.5.2** In the event BRK fails or refuses at any time to pay the Maintenance Fee, then legal action may be instituted against BRK for such amount, plus interest at the rate of fifteen percent (15%) per annum from the date due until paid. In addition, Centex shall have a lien on the BRK Phase 12 Property for the amount of the Maintenance Fee owed, plus interest as provided herein, costs and attorney's fees incurred in connection with such delinquency and collection.

**3.6 Standard of Care and Maintenance.** Centex agrees to repair and maintain the Centex Road Parcel. BRK agrees to repair and maintain the BRK Road Parcel. Each Party agrees to observe the following standards in the care and maintenance of their one-half of the Access Road:

**3.6.1** Maintain the asphalt, concrete and other paved surfaces of the Centex Road Parcel or BRK Road Parcel, as the case may be, in a smooth and evenly covered condition with the type of surfacing material originally installed thereon, or such substitute material as shall be in all respects equal thereto in quality, appearance and durability;

**3.6.2** Remove paper, debris, filth, refuse and other hazards from the Centex Road Parcel or BRK Road Parcel, as the case may be, and wash or thoroughly sweep paved and concrete areas as required;

**3.6.3** Maintain entrance, exit and directional signs, markers, lights and light poles, if any, on the Centex Road Parcel or BRK Road Parcel, as the case may be, to insure that the Access Road is adequately lighted and uniformly marked to facilitate convenient vehicular and pedestrian ingress, egress and traffic flow; and

**3.6.4** Perform all major repairs of worn or damaged paved surfaces and all other improvements and facilities located in the Access Road.

Such maintenance and repairs of the Access Road shall be in conformity with all applicable governmental regulations, and in a safe, sound and functional condition consistent with a standard comparable to other similar developments in Riverton City.

**3.7 Failure to Properly Maintain.** In the event that Centex fails to perform the Storm Water Drainage System Maintenance, Access Road Snow Removal or maintain the Centex Road Parcel, or BRK fails to maintain the BRK Road Parcel in accordance with the terms of this Agreement, the non-defaulting party may send written notice of such failure to the defaulting party. Such notice shall contain an itemized statement of the specific deficiencies (the "Deficiencies") in the defaulting party's performance of such obligations. The defaulting party shall have thirty (30) days after receipt of the notice in which to correct the Deficiencies or in which to commence to correct the Deficiencies, if the Deficiencies cannot be corrected within such thirty-day period, and thereafter, to proceed diligently to complete the correction of the Deficiencies. In the event that the defaulting party shall fail or refuse to timely correct or to begin to correct the Deficiencies, the non-defaulting party may, at its option, correct the Deficiencies. Notwithstanding the foregoing, in the event that such Deficiencies reasonably threaten the life, health, welfare or safety of any Benefited Party and the defaulting party is either unavailable or, upon verbal or written notice, refuses to immediately correct such Deficiencies, the non-defaulting party may proceed immediately to correct such Deficiencies. In the event that the non-defaulting party shall exercise either of the foregoing options and shall correct the Deficiencies, the non-defaulting party shall have the right to demand reimbursement of its actual costs to correct the Deficiencies from the defaulting party. If the defaulting party fails to reimburse the non-defaulting party its actual costs within thirty (30) days of receiving an invoice from the non-defaulting party, then legal action may be instituted against the defaulting party for such amount, plus interest at the rate of fifteen percent (15%) per annum from the date due until paid. In addition, the non-defaulting party shall have a lien on the defaulting party's property for the amount of the repair costs, plus interest as provided herein, costs and attorney's fees incurred in connection.

#### **Section 4 GRANT OF EASEMENTS**

**4.1 Grant of Easement Across BRK Road Parcel for the Benefit of the Centex Property.** BRK hereby grants, conveys and warrants to Centex, for the use and benefit of the Benefited Parties (as defined below), a perpetual non-exclusive easement and right-of-way for ingress and egress by vehicular and pedestrian traffic over, across and through the BRK Road Parcel. Such access shall be over that portion of the Access Road within the BRK Road Parcel.

Such easement shall be forever appurtenant to the Centex Property, for the use and benefit of the Benefited Parties, and shall run with the land and shall forever burden the BRK Phase 12 Property, as the servient estate, and benefit the Centex Property, as the dominant estate.

**4.2 Grant of Easement Across BRK Phase 14 Property for the Benefit of the Centex Property.** BRK hereby grants, conveys and warrants to Centex, for the use and benefit of the Benefited Parties (as defined below), a perpetual non-exclusive easement and right-of-way for ingress and egress by vehicular and pedestrian traffic over, across and through the parcel of unimproved real property located in Monarch Meadows on which BRK intends to construct apartment buildings, which parcel is more particularly described on Exhibit G attached hereto and incorporated herein by reference (the "BRK Phase 14 Property"). Such access shall be over that portion of the BRK Phase 14 Property on which streets and sidewalks are constructed. Such easement shall be forever appurtenant to the Centex Property, for the use and benefit of the Benefited Parties, and shall run with the land and shall forever burden the BRK Phase 14 Property, as the servient estate, and benefit the Centex Property, as the dominant estate.

**4.3 Grant of Access Easement Across Centex Road Parcel for the Benefit of the BRK Phase 12 Property and BRK Phase 14 Property.** Centex hereby grants, conveys and warrants to BRK, for the use and benefit of the Benefited Parties, a perpetual non-exclusive easement and right-of-way for ingress and egress by vehicular and pedestrian traffic over, across and through the Centex Road Parcel (and any sidewalks adjacent to the Centex Road Parcel). Such access shall be over that portion of the Access Road within the Centex Road Parcel. Such easement shall be forever appurtenant to the BRK Phase 12 Property and the BRK Phase 14 Property, for the use and benefit of the Benefited Parties, and shall run with the land and shall forever burden the Centex Property, as the servient estate, and benefit the BRK Phase 12 Property and BRK Phase 14 Property, as the dominant estate.

**4.4 Grant of Utilities Easement Across Centex Road Parcel for the Benefit of the BRK Phase 12 Property and BRK Phase 14 Property.** Centex hereby grants, conveys and warrants to BRK, for the use and benefit of the Benefited Parties, a perpetual non-exclusive easement over, across, through and under the Centex Road Parcel for the construction, installation, operation, repair, improvement and maintenance of the Utilities. Such easement shall be forever appurtenant to the BRK Phase 12 Property and the BRK Phase 14 Property, for the use and benefit of the Benefited Parties, and shall run with the land and shall forever burden the Centex Property, as the servient estate, and benefit the BRK Phase 12 Property and BRK Phase 14 Property, as the dominant estate. For purposes of this Agreement, "Utilities" shall include, without limitation, sewer, water (culinary and irrigation), gas, electricity, storm drainage facilities, telephone, cable television, and other communication facilities, including all necessary wires, fixtures, lines, equipment, all catch basins, grates and receivers, and all other facilities necessary for the reasonable use thereof and any and all improvements thereto. In the event that BRK conducts any construction, installation, repair, improvement or maintenance activities that damage the Centex Road Parcel, BRK shall in all instances repair and restore the Centex Road Parcel to substantially the same condition as existed immediately prior to any such activities.

**4.5 Grant of Right to Use Culinary and Irrigation Water Lines.** Centex hereby grants BRK (or any purchaser of the BRK Phase 12 Property and assignee under this Agreement) the right to use Centex's pressurized culinary and irrigation water lines (the "Water Lines") located in the Centex Road Parcel, which service the Centex Property, so long as BRK (i) obtains



approval to connect to such Water Lines from Riverton City or any other governmental or quasi-governmental authority having jurisdiction over the Water Lines, if required; (ii) connects into the Water Lines in the area of the Centex Road Parcel at its sole cost and expense; and (iii) pays its proportionate share of the ongoing maintenance costs based on the number of Residential Units utilizing such Water Lines. In the event that BRK's activities in connection with the Water Lines damage the Centex Road Parcel, BRK shall in all instances repair and restore the Centex Road Parcel to substantially the same condition as existed immediately prior to any such activities.

**4.6 Benefited Parties.** For purposes of this Agreement, "Benefited Parties" shall include: (i) BRK and Centex; (ii) all successors, transferees and assignees of any ownership interest in and to all or any portion of the Centex Property, the BRK Phase 12 Property or the BRK Phase 14 Property; and (iii) all tenants, subtenants, contractors, vendors, suppliers, employees, agents, customers, guests, licensees, concessionaires and other invitees of any of the foregoing.

## **Section 5 ARBITRATION**

**5.1 Arbitration.** Any question, dispute, or controversy arising under or in connection with this Agreement on which the Parties cannot agree (a "Dispute") shall be resolved by mandatory arbitration in accordance with the Arbitration Rules for the American Arbitration Association currently in effect (the "Rules"), in accordance with and subject to the following provisions:

**5.1.1 Dispute Notice.** If any Party believes that a Dispute exists, it may notify the other Parties thereof in writing, which notice (a "Dispute Notice") shall identify the Dispute. Within five (5) business days after giving or receiving such notice, each Party shall submit to the others its final and best position as to the Dispute (hereinafter referred to as a "Final Position"), which shall remain the position of such Party throughout the arbitration process. Notwithstanding the foregoing, the Parties may make offers in settlement at any time, but no such offers in settlement shall be considered by the Arbitrator. As promptly as practicable, and in any event within thirty (30) days following the delivery of the Dispute Notice, the Parties shall meet in an attempt to resolve the Dispute. If the Dispute cannot be resolved at that meeting, any Party may submit the Dispute to arbitration as hereinafter provided.

**5.1.2 Appointment of Arbitrator.** A single arbitrator shall be selected according to the Rules; provided, however, that the individual selected must be recognized in the Salt Lake City metropolitan area as having competence in the subject matter of the Dispute. The term "Arbitrator" as used herein shall mean and refer to the single arbitrator selected pursuant to this Section.

**5.1.3 Conduct of Arbitration.** The arbitration shall be conducted in Salt Lake County, Utah. The arbitration process shall generally be conducted by the designated Arbitrator in accordance with the Rules, but the Arbitrator shall have discretion to vary from those Rules in light of the nature or circumstances of any particular Dispute. In all events, unless waived by the Parties, the Arbitrator will conduct an arbitration hearing at which the Parties and their counsel shall be present and have the opportunity to present evidence and examine the evidence presented by the other Party. The proceedings at the arbitration hearing shall, unless waived by

the Parties, be conducted under oath and before a court reporter. The Parties shall cooperate in good faith to permit a conclusion of the arbitration hearing within thirty (30) days following the appointment of the Arbitrator and shall endeavor to submit a joint statement setting forth each Dispute to be submitted to arbitration, including a summary of each Party's position on each Dispute. In addition, the Arbitrator shall require the nonprevailing Party(s) to pay all reasonable costs and fees, including attorney's fees, of the prevailing Party(s) and costs and fees of the arbitrator.

**5.1.4 Standards of Conduct.** The Parties agree that with respect to all aspects of the arbitration process contained herein they will conduct themselves in a manner intended to assure the integrity and fairness of that process. To that end, if a Dispute is submitted to arbitration, the Parties agree that they will not contact or communicate with the Arbitrator who was appointed as arbitrator with respect to any Dispute either ex parte or outside of the contacts and communications contemplated by this Section 4, and the Parties further agree that they will cooperate in good faith in the production of documentary and testimonial evidence in a prompt and efficient manner to permit the review and evaluation thereof by the other Parties.

**5.1.5 Decision.** The decision of the Arbitrator with respect to any Dispute shall be final and binding on all Parties and not subject to appeal, in the absence of fraud, and the prevailing Party(s) may enforce the same by application for entry of judgment in any court of competent jurisdiction or by other procedures established by law.

**5.1.6 Time of the Essence.** The Parties agree that time is of the essence with respect to the resolution of any disputes arising hereunder.

**Section 6. LIABILITY AND INSURANCE.** Each Party shall procure and maintain in full force and effect a general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about the Access Road. Each Party's insurance shall afford protection to the limit of not less than \$1,000,000.00 for injury or death to a single person, and to the limit of not less than \$1,000,000.00 for any one occurrence, and to the limit of not less than \$100,000.00 for property damage. Each Party shall provide the other Parties with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the Party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to the other Party. Policies of insurance provided for in this Section shall name the other Parties as additional insureds as their respective interests may appear, and each of them shall provide the other with certificates evidencing the fact that such insurance has been obtained.

**Section 7 PERFORMANCE BY ASSIGNEE.** If a Party sells its property, then as part of the closing of such sale, such Party may assign to the purchaser of such property (or at any time to the Party's Community Association) all or a portion of the Party's rights, liabilities and obligations as a Party under this Agreement. Centex and BRK shall have the right to assign their rights, responsibilities and obligations with regard to the payment of the Maintenance Fees to the Centex Property Community Association and BRK Phase 12 Property Community Association, respectively, without the consent of the other Party. In the event of assignment to a Community Association, it shall be the responsibility of the assigning Party to ensure that the subdivision

conditions, covenants and restrictions for their property requires payment of these amounts by the Community Association, and that future owners are put on notice of their responsibilities hereunder.

**Section 8 DAMAGE TO PROPERTY.** Each party, for itself, its successors, assigns, agents and invitees, agrees not to cause or allow damage to the land or personal property of the other Parties through use of the Access Road or the Storm Water Drainage System. In the event that damage to the land or personal property of the other Parties does occur, the Party causing or allowing the damage to occur shall promptly repair the damage at its sole expense.

**Section 9 NO DEDICATION.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Access Road to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to the purposes herein expressed.

**Section 10 FUTURE DEDICATION.** If at any time in the future, Riverton City shall agree to accept a dedication of the Access Road as a public road, then the Parties or their successors agree to make such a dedication in a form acceptable to Riverton City. If such a dedication is made and Riverton City assumes maintenance responsibilities for the Access Road, then the road maintenance obligations under this Agreement shall be terminated at the time of such dedication.

**Section 11 RUNNING OF BENEFIT AND BURDEN.** This Agreement shall be recorded in the Salt Lake County Recorder's Office. All provisions of this Agreement, including the benefit and burden hereof, shall run with the land and are binding upon and shall inure to the benefit of the successors, assigns, tenants and representatives of the Parties hereto.

**Section 12 MISCELLANEOUS.**

**12.1 Notices and Communications.** All notices, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, and delivered personally by facsimile, by U.S. Mail, or sent by nationally recognized overnight courier (e.g., Federal Express, Airborne, UPS), to:

To Centex: Centex Homes  
5250 South Commerce Drive, Suite 320  
Murray, Utah 84107  
Attention: Peter DelMissier  
Fax Number (801) 576-5266

To BRK: BRK, LLC  
6914 South 3000 East, Suite #101  
Salt Lake City, Utah 84171  
Attn: Boyd W. Anderson  
Ryan V. Staker  
Fax Number: (801) 880-9986

or to such other addresses as any party may from time to time designate in writing and deliver in a like manner. Notices, approvals and other communications provided for herein shall be deemed delivered upon personal delivery, confirmed facsimile transmission, three (3) business days after deposit with U.S. Postal Service, postage prepaid or 24 hours following deposit with a nationally recognized overnight courier, as herein above provided, prepaid and addressed as set forth above.

**12.2 Attorneys' Fees.** In the event any Party finds it necessary to bring any arbitration or other proceeding against any other Party hereto to enforce any of the terms, covenants or conditions hereof, the Party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the non-prevailing Party(s).

**12.3 Further Acts.** Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

**12.4 No Partnership; Third Parties.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any Party-contractor, contractor-contractor, employer-employee, partnership, or joint venture relationship between or among any or all of the Parties hereto. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

**12.5 Entire Agreement.** This Agreement (and the Exhibits attached hereto) constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof (except for the terms of the Storm Water Drainage System Agreement not expressly modified by the terms of this Agreement). All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by the Parties hereto.

**12.6 Good Standing; Authority.** The Parties hereby represent and warrant to one another as follows: (i) each of the Parties is duly formed and validly existing under the laws of its state of organization and is qualified to do business in the State of Utah; and (ii) the individuals executing this Agreement on behalf of the respective Parties are authorized and empowered to bind the Party on whose behalf each such individual is signing.

**12.7 Governing Law.** This Agreement is entered into in Utah and shall be construed and interpreted under the laws of the State of Utah.

**12.8 Severability.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement.

**12.9 Successors and Assigns.** This Agreement shall bind the successors and assigns of a Party. An assignment shall not release a Party from its obligations hereunder unless such release is expressly agreed to by the other Parties in writing; provided, however, that BRK can assign its obligations with regard to the payment of the Maintenance Fees to a purchaser of the

BRK Phase 12 Property. Notwithstanding anything to the contrary set forth herein each Party shall have the right to assign its rights, liabilities and obligations as a Party under this Agreement to an affiliated or related entity or to its Community Association and thereafter be released from its obligations as an "Party" hereunder from and after the date of such assignment.

**12.10 Counterparts.** This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

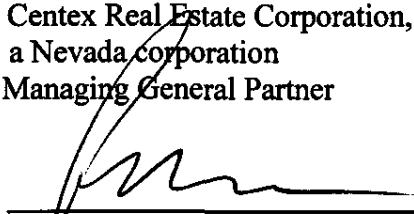
**12.11 Acknowledgement of BRK's Rights Under Storm Water Drainage System Agreement.** The Parties acknowledge and agree that this Agreement in no way affects BRK's (or its assignee's) right to use the Storm Water Drainage System for the BRK Phase 14 Property. Centex and any other Party to this Agreement agrees to permit BRK (or any purchaser of the BRK Phase 14 Property and assignee under this Agreement) to use the Storm Water Drainage System for the BRK Phase 14 Property so long as BRK (i) obtains Riverton City's approval of the use of the Storm Water Drainage System by the BRK Phase 14 Property, (ii) pays one-third of the construction costs for the Storm Water Drainage System, which total construction costs are \$30,607.50 (i.e., one-third of \$30,607.50), and (iii) pays a pro rate share of the Storm Water Drainage System maintenance costs. If Riverton City does not require that any changes be made to the Storm Water Drainage System, BRK (or any purchaser of the BRK Phase 14 Property and assignee under this Agreement) shall not be required to contribute to construction or ongoing maintenance costs of the Storm Water Drainage System.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

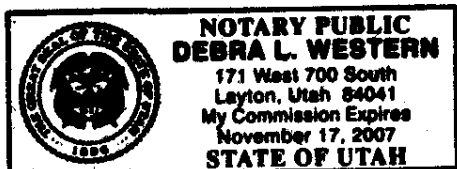
CENTEX HOMES,  
a Nevada general partnership

By: Centex Real Estate Corporation,  
a Nevada corporation  
Its: Managing General Partner

By:   
Peter DelMissier  
Its: Salt Lake Division President

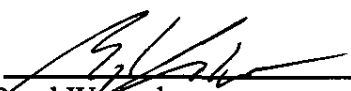
STATE OF UTAH            )  
  :SS.  
COUNTY OF SALT LAKE )

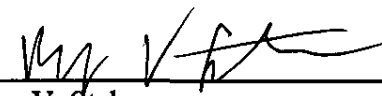
The foregoing Road Easement, Construction and Maintenance Agreement was acknowledged before me this 11<sup>th</sup> day of August, 2004, by Peter DelMissier, the Salt Lake Division President of CENTEX REAL ESTATE CORPORATION, the Managing General Partner of CENTEX HOMES, a Nevada general partnership, who signed on behalf of said company.



  
NOTARY PUBLIC

BRK, LLC,  
a Utah limited liability company

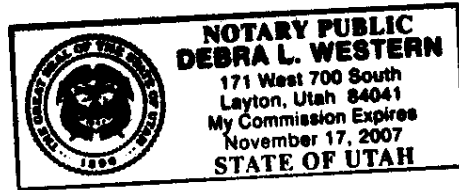
By:   
Boyd W. Anderson  
Its: Manager

By:   
Ryan V. Staker  
Its: Manager

STATE OF UTAH )  
 :SS.  
COUNTY OF SALT LAKE )

The foregoing Road Easement, Construction and Maintenance Agreement was acknowledged before me this 11<sup>th</sup> day of August, 2004, by Boyd W. Anderson, the Manager of BRK, LLC, a Utah limited liability company, who signed on behalf of said company.

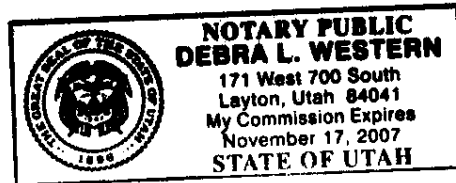
  
NOTARY PUBLIC



STATE OF UTAH )  
 :SS.  
COUNTY OF SALT LAKE )

The foregoing Road Easement, Construction and Maintenance Agreement was acknowledged before me this 11<sup>th</sup> day of August, 2004, by Ryan V. Staker, the Manager of BRK, LLC, a Utah limited liability company, who signed on behalf of said company.

  
NOTARY PUBLIC



**EXHIBIT A**

**Site Plan**

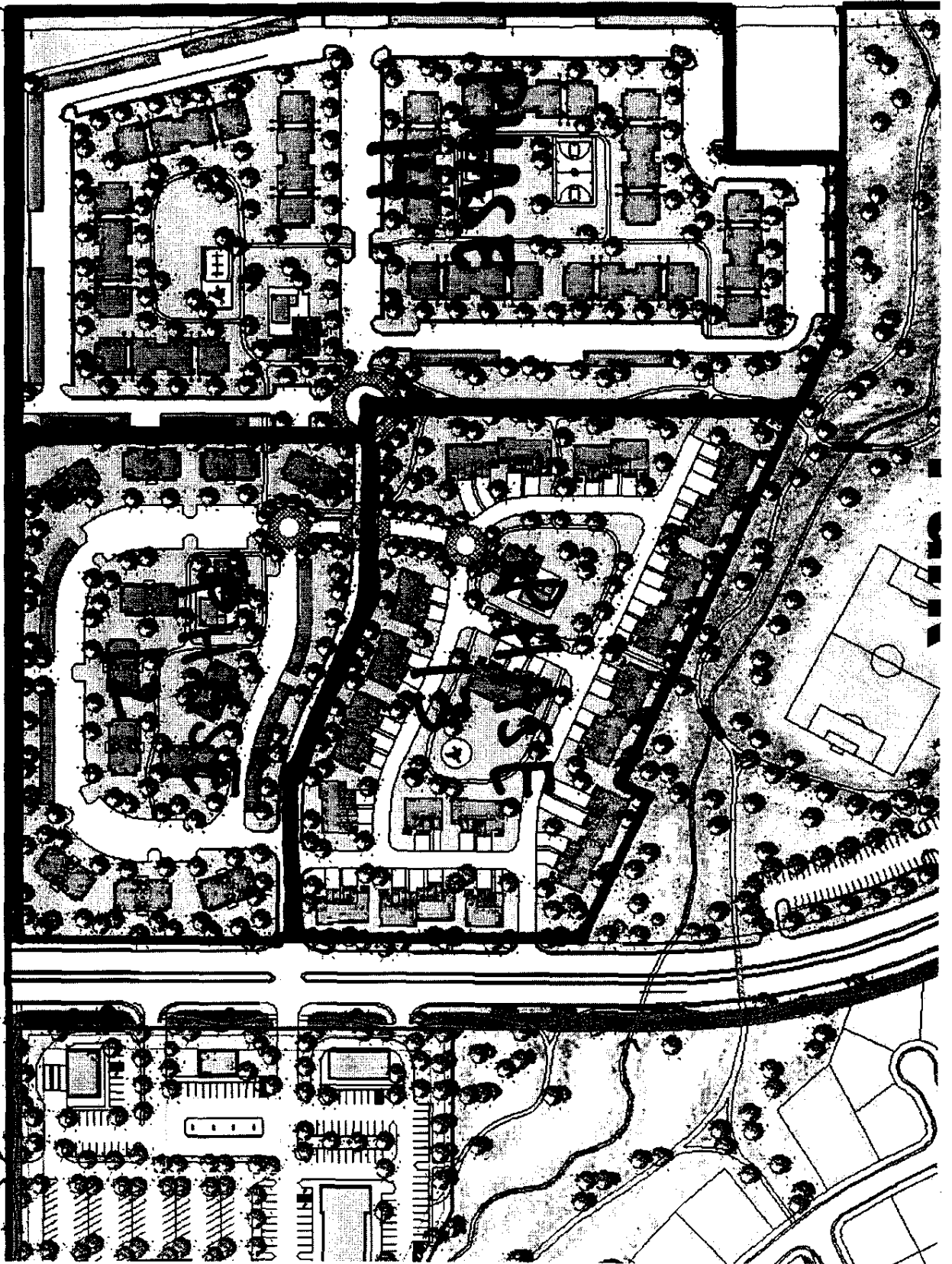
**[Attached]**



P

12/8

13400 South



**EXHIBIT B**

**Legal Description of the BRK Phase 12 Property**

[Attached]

**Monarch Meadows**  
**Phase 12**  
*Legal Description*

*Beginning at a point which is N89°53'23"W along the Section Line, 581.15 feet and S00°06'37"E, 75.00 feet from the Northeast Corner of Section 1, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence South, 471.61 feet; thence West, 231.45 feet; thence N64°47'12"W, 244.63 feet; thence N89°53'23"W, 243.78 feet; thence N00°06'37"E, 368.27 feet; thence S89°53'23"E, 695.84 feet to the point of beginning.  
Contains 6.700 Acres.*

APN 32-01-225-001

Handwritten signatures and initials. One signature is a stylized 'M' with a flourish. Another is a circled 'M'. Below them are the initials 'pyg'.

**EXHIBIT C**

**Legal Description of the Centex Property**

[Attached]

***Monarch Meadows***  
***Phase 13***  
***Legal Description***

BEGINNING AT A POINT WHICH IS S00°06'37"W 546.484 FEET AND N89°53'23"W 517.190 FEET FROM THE NORTHEAST CORNER OF SECTION 1 TOWNSHIP 4 SOUTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 602.992 FEET; THENCE N65°28'31"W 593.494 FEET; THENCE S24°31'29"W 40.000 FEET; THENCE N65°28'31" 224.037 FEET; THENCE N00°06'37"E 404.717 FEET; THENCE S89°53'23"E 243.780 FEET; THENCE S64°47'12"E 244.628 FEET; THENCE EAST 294.499 FEET TO THE POINT OF BEGINNING.

CONTAINS 8.56 ACRES.

APN # 32-01-200-020

A handwritten signature and initials are present in the lower right quadrant of the page. The signature appears to be 'M. J. ...' and the initials below it are 'MJS'.

**EXHIBIT D**

**Legal Description of BRK Road Parcel**

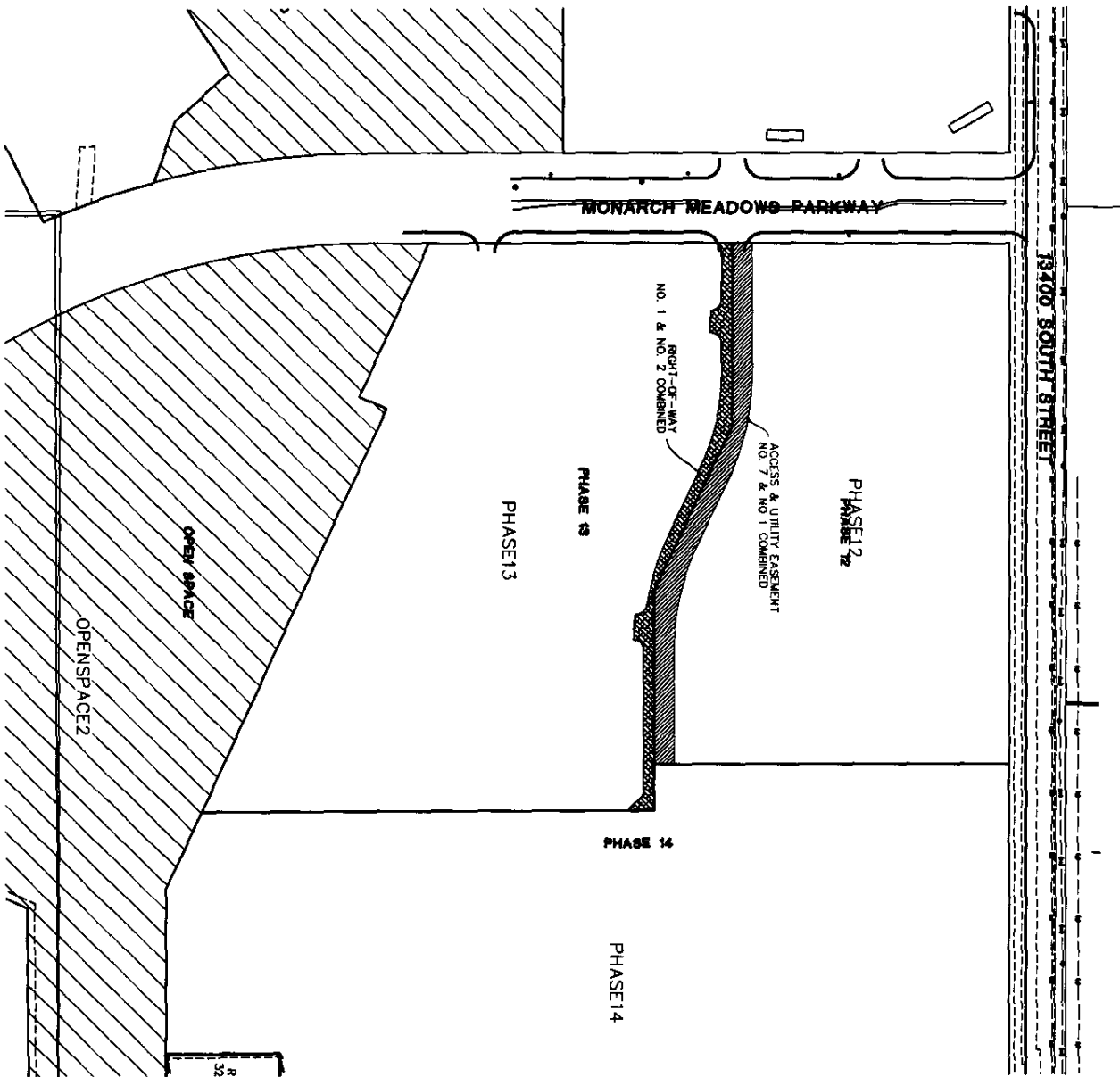
[Attached]

**Access & Utility Easement Phase 12 to Phase 14 – Monarch Meadows**  
**Combined No. 1 & No. 7**

Beginning at a point that is N89°53'23"W along the section line, 733.58 feet and S00°06'37"W, 520.40 feet from the Northeast Corner of Section 1, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence East 153.28 feet; thence South 26.50 feet; thence West 231.45 feet; thence N64°47'12"W, 244.63 feet; thence N89°53'23"W, 243.78 feet; thence N00°06'37"E, 26.50 feet; thence S89°53'23"E, 176.88 feet to a point of curvature; thence Easterly along the arc of a 326.50 foot radius curve to the right (chord bears S77°20'18"E, 141.91 feet) through a central angle of 25°06'11", a distance of 143.05 feet; thence S64°47'12"E, 99.56 feet to a point of curvature; thence Easterly along the arc of a 323.50 foot radius curve to the left (chord bears S77°23'36"E, 141.21 feet) through a central angle of 25°12'48", a distance of 142.36 feet to the point of beginning.

Contains 0.438 acres

Handwritten signature and initials, possibly "R" and "MJS".



*[Handwritten signature]*  
 Page 8



**EXHIBIT E**

**Legal Description of Centex Road Parcel**

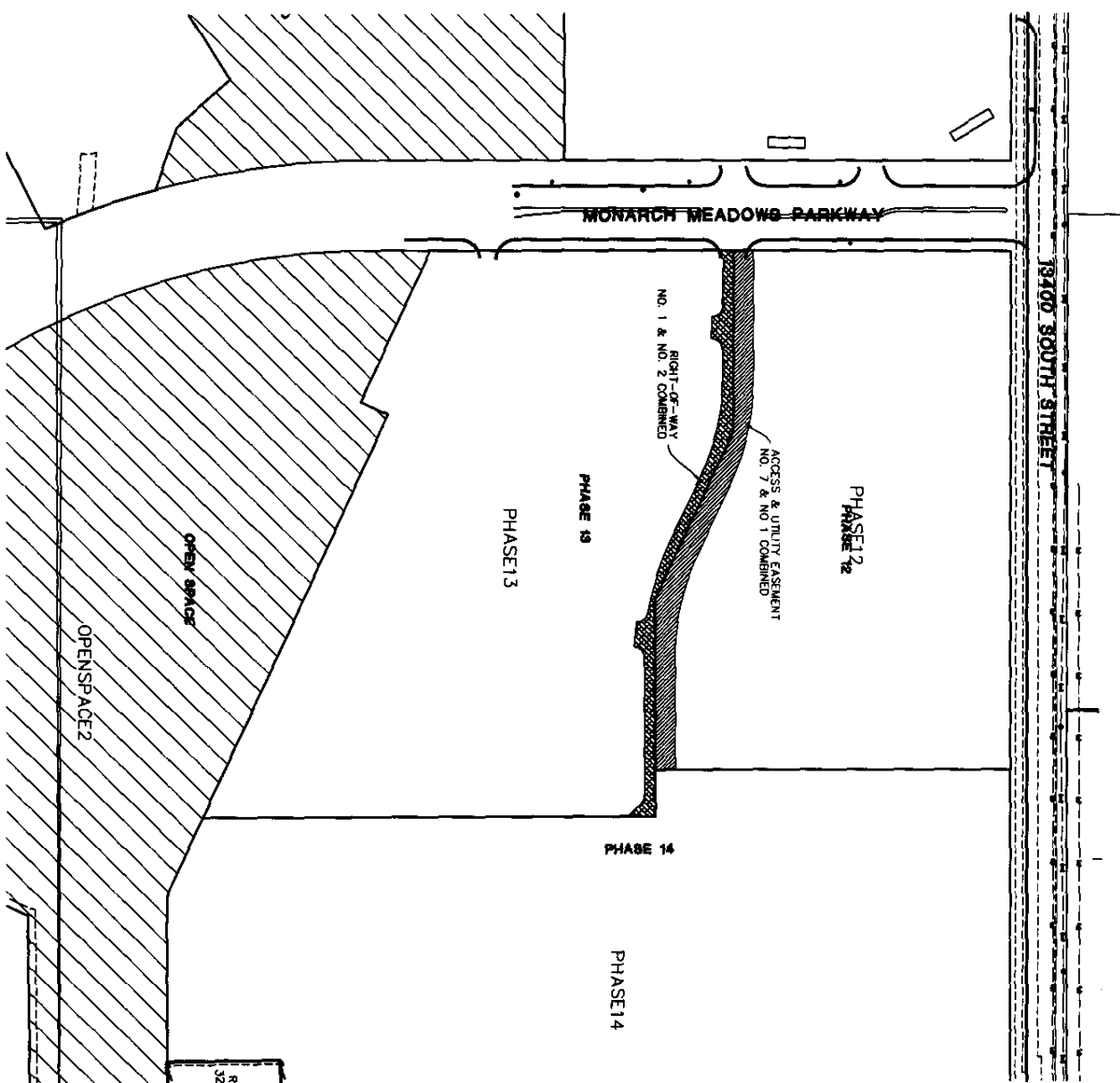
[Attached]

**Right of Way Easement Phase 13 to Phase 14 – Monarch Meadows**  
**Combined No. 1 & No. 2**

Beginning at a point that is N89°53'23"W along the section line, 811.69 feet and S00°06'37"W, 547.05 feet from the Northeast Corner of Section 1, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence East 294.50 feet; thence South 36.38 feet to a point along the arc of a 42.00 foot radius, non-tangent curve to the right (center bears N29°58'36"E); thence Northwesterly along the arc of said curve 21.15 feet (chord bears N45°35'44"W, 20.93 feet) through a central angle of 28°51'21" to a point along the arc of a 15.00 foot radius curve to the left (center bears S58°49'56"W); thence Northwesterly along the arc of said curve 15.40 feet (chord bears N60°35'02"W, 14.73 feet) through a central angle of 58°49'56"; thence West 186.46 feet to a point along the arc of a 15.00 foot radius curve to the left (center bears South); thence Southwesterly along the arc of said curve 22.39 feet (chord bears S47°14'01"W, 20.370 feet), through a central angle of 85°31'57"; thence N85°33'12"W, 33.00 feet to a point along the arc of a 15.00 foot, non-tangent curve to the left (center bears N85°33'16"W); thence Northwesterly along the arc of said curve 22.32 feet (chord bears N38°10'26"W, 20.31 feet), through a central angle of 85°14'20" to a point along the arc of a 364.50 foot radius, reverse curve to the right (center bears N09°12'24"E); thence Westerly along the arc of said curve 101.83 feet (chord bears N72°47'24"W, 101.50 feet) through a central angle of 16°00'24"; thence N64°47'12"W, 99.56 feet to a point along the arc of a 285.50 foot radius curve to the left (center bears S25°12'48"W); thence Westerly along the arc of said curve 125.09 feet (chord bears N77°20'18"W, 124.09 feet) through a central angle of 25°06'11"; thence N89°53'23"W, 43.38 feet to a point along the arc of a 15.00 foot radius curve to the left (center bears S00°06'37"W); thence Southwesterly along the arc of said curve 23.59 feet (chord bears S45°03'18"W, 21.23 feet) through a central angle of 90°06'37"; thence N89°46'32"W, 29.00 feet to a point along the arc of a 15.00 foot radius, non-tangent curve to the left (center bears West); thence Northwesterly along the arc of said curve 23.53 feet (chord bears N44°56'41"W, 21.19 feet) through a central angle of 89°53'23"; thence N89°53'23"W, 62.49 feet to a point along the arc of a 25.00 foot curve to the left (center bears S00°06'37"W); thence Westerly along the arc of said curve 12.52 feet (chord bears S75°45'35"W, 12.39 feet) through a central angle of 28°42'05" to a point of the Westerly line of said grantor's property; thence N00°06'37"E along the Westerly line of said grantor's property 17.57 feet to the Northwest corner of said grantor's property; thence S89°53'23"E along the Northerly line of said grantor's property 243.78 feet; thence S64°47'12"E along the Northerly line of said grantor's property 244.63 feet to the point of beginning

Contains 0.29 acres.

Handwritten signature and initials, possibly 'M8', in the bottom right corner of the page.



*Handwritten signature and initials*  
 Pg 8

**EXHIBIT F**

**Legal Description of Storm Water System Area**

[Attached]

**EXHIBIT A**  
(to the Storm Water Easement Agreement )

{The following easement description is depicted on a map entitled "The Villas At Monarch Meadows Overall Easement Plan" as the "HOA Storm Water System Easement", said map being available at the offices of the City Engineer of Riverton, McNeil Engineering or Centex Homes.}

BEGINNING AT A POINT NORTH 89°53'23" WEST ALONG THE SECTION LINE 733.68 FEET AND SOUTH 00°06'37" WEST 531.75 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE EAST 20.00 FEET; THENCE SOUTH 59°37'00" EAST 29.96 FEET; THENCE NORTH 86°32'23" EAST 115.00 FEET; THENCE SOUTH 45°07'40" EAST TO A POINT ON THE NORTH LINE OF GRANTOR'S PROPERTY 9.83 FEET; THENCE EAST ALONG THE NORTH LINE OF SAID GRANTOR'S PROPERTY 48.86 FEET TO THE NORTHEAST CORNER OF SAID GRANTOR'S PROPERTY; THENCE SOUTH ALONG THE WEST LINE OF SAID GRANTOR'S PROPERTY 59.87 FEET; THENCE SOUTH 26°59'08" EAST 14.44 FEET; THENCE SOUTH 07°17'34" EAST 125.00 FEET; THENCE SOUTH 01°16'28" WEST 98.23 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE SOUTHERLY ALONG THE ARC OF A 347.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 88°49'53" WEST), THROUGH A CENTRAL ANGLE OF 15°11'46", A DISTANCE OF 92.03 FEET; THENCE SOUTH 16°21'53" WEST 22.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF 353.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°41'10", A DISTANCE OF 72.00 FEET; THENCE SOUTH 12°36'10" WEST 19.14 FEET; THENCE SOUTH 81.83 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF 10.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 114°31'29", A DISTANCE OF 19.99 FEET; THENCE NORTH 65°28'31" WEST 51.03 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF 10.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°57'13", A DISTANCE OF 15.70 FEET; THENCE NORTH 24°28'42" EAST 58.97 FEET; THENCE NORTH 26°07'11" WEST 26.08 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY ALONG THE ARC OF A 20.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 02°09'14" WEST), THROUGH A CENTRAL ANGLE OF 201°55'11", A DISTANCE OF 72.25 FEET TO A POINT OF REVERSE CURVE; THENCE WESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 48°32'58", A DISTANCE OF 12.71 FEET; THENCE NORTH 65°31'28" WEST 9.40 FEET; THENCE NORTH 24°28'32" EAST 158.38 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF 19.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 108°46'26", A DISTANCE OF 36.07 FEET; THENCE NORTH 84°17'54" WEST 63.50 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY ALONG THE ARC OF A 112.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 83°22'31" WEST), THROUGH A CENTRAL ANGLE OF 06°37'29", A DISTANCE OF 13.01 FEET; THENCE NORTH 20.44 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS EAST), THROUGH A CENTRAL ANGLE OF 90°02'27", A DISTANCE OF 15.72 FEET; THENCE NORTH 89°57'33" EAST 48.51 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF 23.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89°57'33", A DISTANCE OF 36.11 FEET; THENCE NORTH 142.71 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF 5.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 62°54'17", A DISTANCE OF 5.49 FEET; THENCE NORTH 62°54'17" WEST 8.28 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF 5.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 51°42'52", A DISTANCE OF 4.51 FEET; THENCE NORTH 11°11'25" WEST 12.82 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF 5.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 66°55'44", A DISTANCE OF 5.84 FEET; THENCE NORTH 78°07'09" WEST 5.52 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF 5.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29°38'38", A DISTANCE OF 2.59 FEET; THENCE NORTH 48°28'31" WEST 17.76 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF 5.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 41°31'29", A DISTANCE OF 3.62 FEET; THENCE WEST 107.31 FEET; THENCE NORTH 85°43'17" WEST 11.45 FEET; THENCE NORTH 71°39'24" WEST 22.71 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE WESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH), THROUGH A CENTRAL ANGLE OF 08°30'59", A DISTANCE OF 2.23 FEET; THENCE NORTH 29.82 FEET TO THE POINT OF BEGINNING.  
CONTAINS 0.91 ACRES.

BK 8994 PG 8200

**EXHIBIT G**

**Legal Description of BRK Phase 14 Property**

[Attached]

**Monarch Meadows**  
**Phase 14**  
*Legal Description*

*Beginning at a point which is N89°53'23"W along the Section Line, 90.20 feet and S00°06'37"W, 75.00 feet from the Northeast Corner of Section 1, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence S13°45'40"E, 394.63 feet to the Section Line; thence S00°26'28"E along said Section Line 586.86 feet; thence S89°53'29"W, 202.98 feet; thence S00°26'31"E, 150.00 feet; thence N89°59'11"W, 221.84 feet; thence N65°28'31"W, 112.79 feet; thence North, 602.99 feet; thence West, 63.05 feet; thence North, 471.61 feet; thence S89°53'23"E, 490.95 feet to the point of beginning.  
Contains 12.99 Acres.*

APN # 32-01-225-001

Handwritten signature and initials, possibly 'myk'.