

**WHEN RECORDED, RETURN TO:**

Cole West Development, LLC  
2303 North Coral Canyon Blvd. #109  
Washington, Utah 84780  
Attn: Eric Day

W-4-2-5-231-CC

**TEMPORARY ACCESS EASEMENT AGREEMENT**

THIS TEMPORARY ACCESS EASEMENT AGREEMENT (this "**Agreement**") is made effective for all purposes as of the 16th day of March 2022 by and between (i) Loveland Development, LLC, a Utah limited liability company ("**Loveland**"), and (ii) Cole West Land, LLC, a Utah limited liability company, and CW The Island, LLC, a Utah limited liability company (collectively "**Cole West**").

A. Loveland holds fee simple title to the real property located in Washington City, Washington County, Utah, known as the Coral Canyon Golf Course, which real property is described more particularly on the attached Exhibit A (the "**Golf Course Property**").

B. Cole West leases from the State of Utah, School & Institutional Trust Lands Administration ("**SITLA**") the real property in Washington City, Washington County, Utah, described on the attached Exhibit B (the "**Residential Property**"), which Residential Property is contiguous to and nearly surrounded by the Golf Course Property.

C. Cole West is in the process of developing the Residential Property and, in connection therewith, intends to construct (after receiving the necessary permits and approvals therefor) a road from Telegraph Street into the Residential Property (the "**Primary Access Road**").

D. Through State of Utah Patent No. 20712, dated January 29, 2021, issued to Loveland by the State of Utah and recorded in the Washington County Recorder's Office on February 12, 2021, as Document ID 20210010508, pursuant to which Loveland received its fee interest in the Golf Course Property, SITLA reserved certain rights of access across the Golf Course Property, subject to Loveland's reasonable consent and a covenant of non-interference with golf course operations.

E. Subject to the terms and conditions of this Agreement, Loveland is willing to grant to Cole West an easement upon and across the Golf Course Property, in the location described on the attached Exhibit C-1 and depicted on the attached Exhibit C-2 (the "**Easement Area**") for the purpose of non-public vehicular and pedestrian ingress and egress to and from the Residential Property, which easement shall remain in effect until the Primary Access Road has been completed.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties covenant and agree for themselves and their heirs, successors and assigns as follows:

1. **Grant of Access Easement.** Subject to the provisions of this Agreement, Loveland does hereby grant, convey, transfer and assign to Cole West a non-exclusive easement (the "***Easement***") over, upon and across the Easement Area for the purpose of ingress and egress of non-public vehicular and pedestrian traffic to and from the Residential Property, together with the right to improve and maintain the Easement Area as appropriate for such use, solely for the purposes of facilitating construction of improvements to the Residential Property.

2. **Duration.** This Agreement, the Easement, and each covenant and restriction set forth in this Agreement shall remain in effect until the earlier of: (a) one year from the effective date of this Temporary Access Easement Agreement; or (b) the Primary Access Road has been completed and accepted by Washington City, at which time this Agreement, the Easement, and each covenant and restriction set forth in this Agreement shall terminate automatically and without requiring any further action by any party. Without limiting such automatic termination upon the completion and acceptance of the Primary Access Road, at any time after such event, Cole West, at the request of Loveland, shall execute, acknowledge, and deliver a document reasonably acceptable to Cole West confirming the termination of this Agreement and the Easement, which document shall be recorded in the Washington County Recorder's Office.

3. **Road Damage Indemnity.** The parties acknowledge that a portion of the Easement Area extends along an existing road servicing a maintenance shed used in connection with the operation of the Golf Course Property (the "***Existing Road***"). Any damage caused to the Existing Road specifically caused by a party or such party's agents, guests, contractors, or other invitees shall be repaired by such party, at such party's cost. Cole West will indemnify, defend and hold harmless Loveland and its officers, directors, partners, agents, employees, members, managers, trustees, shareholders, and any successors-in-ownership or assigns of any of the foregoing (collectively, the "***Indemnified Parties***") for, from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements (collectively, "***Claims***"), suffered or incurred by the Indemnified Parties arising out of or in connection with Cole West's or its contractors' use and enjoyment of the Temporary Easement Area, including, without limitation, any bodily injury, death or property damage caused by the acts or omissions of Cole West or its agents, contractors, subcontractors, suppliers, or employees; provided, however, Cole West shall have no responsibility or liability for the gross negligence or willful misconduct of Loveland or its contractors. Cole West's indemnity obligations set forth herein shall survive any termination of this Agreement.

4. **Covenants Run with Land.** Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of the Properties to the extent that such portion is affected or bound by the right-of-way, easement, covenant or restriction in question, or to the extent that such -right-of-way, easement, covenant or restriction is to be performed on such portion; and (c) shall benefit and be binding upon any person whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Any transferee of either the Residential Property or the Golf Course Property or any portion thereof shall automatically be deemed to have assumed and agreed to be personally bound by the covenants and agreements contained in this Agreement.

5. Reservations. Loveland, for itself and each subsequent owner of the Golf Course Property, reserves the right for itself and others to use the Easement Area as it determines appropriate, consistent with the Easement; provided that no owner or occupant of the Golf Course Property shall cause or allow any barrier, structure, or other impediment to the use of the Easement by the beneficiaries thereof to be constructed or placed within the Easement Area. The Easement shall be used by the beneficiaries thereof with due regard to the rights of others, and such beneficiaries' use of the Easement shall not impair the rights of others to the Easement Area.

6. Limit of Benefit. The grant of the Easement is limited in use for the benefit solely of the Residential Property, and solely for non-public construction access, and cannot be used by, or transferred for the benefit of, any other property. Nothing contained in the Agreement shall be deemed a gift or dedication of any portion of the Golf Course Property to the general public or for the public or for any public purpose.

7. No Effect on Reserved Rights in Patent. For purposes of clarification, nothing in this Agreement shall modify, supersede, extend, or limit the access and utility easement reserved in favor of the State of Utah School and Institutional trust Lands Administration in that certain State of Utah Patent No. 20712, dated January 29, 2021, issued to Loveland by the State of Utah and recorded in the Washington County Recorder's Office on February 12, 2021, as Document ID 20210010508, pursuant to which Loveland received its fee interest in the Golf Course Property. By entering this Temporary Access Easement Agreement, Loveland does not waive any rights that it may have under Patent No. 20712 to condition or deny access across the Golf Course Property to SITLA or any person claiming under SITLA

8. During the term of the Easement, Cole West shall maintain commercial general liability insurance, in an amount not less than \$1,000,000 per single occurrence and \$2,000,000 in the aggregate, with an insurance company licensed in the State of Utah against claims for bodily injury or death and property damage occasioned by accidents occurring upon or in connection with use of the Easement Area by Cole West and its contractors, and listing Loveland as an additional insured. Cole West shall cause Loveland to be named an additional insured on the insurance policy required to be maintained by Grantee under this Section 8.

9. Miscellaneous.

9.1 Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, 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 a reasonable attorney's fee, incurred on appeal and in bankruptcy proceedings.

9.2 In the event of a default by a party hereunder, the non-defaulting party shall have the right to prosecute any proceedings at law or in equity against the defaulting party hereto, and to recover damages for any such violation or default. Such proceeding

shall include the right to restrain by injunction any violation or threatened violation of any of the terms, covenants, or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

9.3 No waiver by any party of any default under this Agreement shall be effective or binding on such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement.

9.4 It is expressly agreed that no breach of or event of default under this Agreement shall 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 the Residential Property or the Golf Course Property. 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.

9.5 It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

9.6 The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

9.7 This Agreement shall apply to, inure to the benefit of and bind all parties hereto, their assigns, heirs, personal representatives and other successors.

9.8 No amendment hereto shall be effective unless such amendment has been executed and notarized by the parties or their respective successors and further provided that any such amendment is recorded in the Washington County Recorder's Office.

9.9 This Agreement contains the entire agreement of the parties with respect to the subject matter hereof.

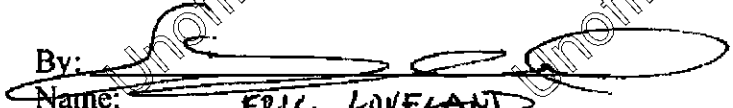
9.10 This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

***[Remainder of page intentionally left blank. Signature pages follow immediately.]***

IN WITNESS WHEREOF, the parties have executed this Temporary Easement Agreement as of the Effective Date.

**LOVELAND:**

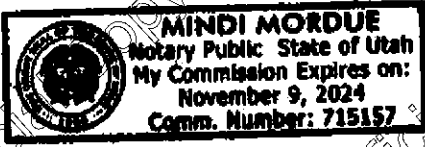
LOVELAND DEVELOPMENT, LLC

By:   
Name: ERIC LOVELAND  
Title: \_\_\_\_\_

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March 2022 by ERIC LOVELAND, the Manager of Loveland Development, LLC, a Utah limited liability company, a signer of the foregoing instrument.

  
\_\_\_\_\_  
Notary Public



[ADDITIONAL SIGNATURE PAGE FOLLOWS]

COLE WEST:

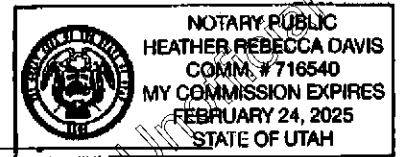
COLE WEST LAND, LLC

By: [Signature]  
Name: Chris Winter  
Title: Authorized Agent

STATE OF UTAH )  
 ) ss.  
COUNTY OF Washington )

The foregoing instrument was acknowledged before me this 31 day of March 2022 by Chris Winter, the Authorized Agent of Cole West Land, LLC, a Utah limited liability company, a signer of the foregoing instrument.

[Signature]  
Notary Public Heather Davis



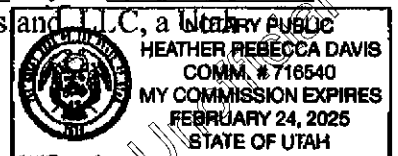
CW THE ISLAND, LLC

By: [Signature]  
Name: Chris Winter  
Title: Authorized Agent

STATE OF UTAH )  
 ) ss.  
COUNTY OF Washington )

The foregoing instrument was acknowledged before me this 31 day of March 2022 by Chris Winter, the Authorized Agent of CW The Island, LLC, a Utah limited liability company, a signer of the foregoing instrument.

[Signature]  
Notary Public Heather Davis



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE GOLF COURSE PROPERTY**

The following described real property located in Washington County, Utah:

All of CORAL CANYON GOLF COURSE, according to the Official Plat thereof, recorded under number 746657 in Book 1442, Page 1245 on December 20, 2001 at the Office of the Recorder of Washington County, State of Utah.

Tax Parcel No. W-4-2-5-231-CC



**EXHIBIT B****LEGAL DESCRIPTION OF THE RESIDENTIAL PROPERTY**

The following described real property located in Washington County, Utah:

**THE ISLAND PHASE 1 DEVELOPABLE AREA:**

BEGINNING AT A POINT S88°30'28"E, 1100.79 FEET ALONG THE NORTH SECTION LINE AND SOUTH, 2323.32 FEET FROM THE NORTHWEST CORNER OF SECTION 8, T42S, R14W, SLB&M, RUNNING THENCE N40°34'41"E, 304.20 FEET; THENCE S54°05'04"E, 23.50 FEET TO THE POINT OF CURVE OF A 72.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS S9°27'54"W; THENCE SOUTHEASTERLY 82.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°19'40"; THENCE S72°48'11"W, 17.51 FEET TO THE POINT OF CURVE OF A 16.85 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS S89°15'50"E; THENCE SOUTHEASTERLY 24.45 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°07'41"; THENCE S86°45'31"E, 28.25 FEET TO THE POINT OF CURVE OF A 96.21 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS S65°39'56"W; THENCE NORTHWESTERLY 17.36 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°20'12" TO THE POINT OF CURVE OF A 230.69 FOOT RADIUS NON-TANGENT COMPOUND CURVE, RADIUS POINT BEARS N0°50'20"E; THENCE NORTHEASTERLY 41.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°20'12"; THENCE N58°34'08"E, 28.33 FEET; THENCE S31°25'56"E, 24.42 FEET TO THE POINT OF CURVE OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS N52°12'35"W; THENCE NORTHERLY 17.78 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°55'33"; THENCE N82°03'35"E, 39.28 FEET TO THE POINT OF CURVE OF A 54.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS N73°07'22"E; THENCE NORTHEASTERLY 39.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°37'34"; THENCE N34°28'05"E, 162.87 FEET; THENCE S85°14'24"E, 21.94 FEET; THENCE N34°45'36"E, 162.54 FEET; THENCE N4°45'36"E, 12.91 FEET; THENCE N85°14'24"W, 14.49 FEET; THENCE N34°45'36"E, 18.42 FEET TO THE POINT OF CURVE OF A 16.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE EASTERLY 26.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 95°12'36"; THENCE S46°26'57"E, 28.54 FEET; THENCE S14°17'02"W, 23.06 FEET TO THE POINT OF CURVE OF A 209.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS S50°33'17"W; THENCE SOUTHERLY 147.10 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°13'45"; THENCE S0°47'02"W, 37.93 FEET; THENCE S44°12'58"E, 13.21 FEET; THENCE N45°47'02"E, 13.66 FEET; THENCE S0°47'02"W, 48.64 FEET TO THE POINT OF CURVE OF A 6.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS S89°50'32"W; THENCE SOUTHWESTERLY 9.52 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°54'47"; THENCE S89°13'06"E, 112.89 FEET; THENCE N33°29'06"W, 11.58 FEET;

THENCE N56°30'54"E, 17.22 FEET TO THE POINT OF CURVE OF A 353.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS N3°00'25"E; THENCE NORTHEASTERLY 121.98 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°47'53"; THENCE S50°27'35"E, 22.62 FEET; THENCE N70°00'45"E, 14.77 FEET; THENCE S52°42'46"E, 17.63 FEET; THENCE N66°34'41"E, 209.97 FEET; THENCE N32°52'36"E, 81.47 FEET; THENCE S35°15'11"E, 141.38 FEET; THENCE S31°36'28"W, 254.09 FEET TO THE POINT OF CURVE OF A 134.33 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS N72°31'44"E; THENCE SOUTHEASTERLY 67.83 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°55'51"; THENCE S44°33'49"E, 16.69 FEET TO THE POINT OF CURVE OF A 257.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS S45°26'11"W; THENCE SOUTHWESTERLY 26.20 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°49'45"; THENCE S38°44'04"E, 115.00 FEET TO THE POINT OF CURVE OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS N51°15'57"E; THENCE SOUTHEASTERLY 9.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°25'44" TO THE POINT OF CURVE OF A 940.65 FOOT RADIUS NON-TANGENT REVERSE CURVE, RADIUS POINT BEARS N40°49'45"W; THENCE SOUTHWESTERLY 67.43 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°06'25"; THENCE N38°44'04"W, 119.48 FEET TO THE POINT OF CURVE OF A 257.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 45.50 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°07'29"; THENCE N28°36'35"W, 40.85 FEET; THENCE N27°14'20"W, 11.34 FEET; THENCE S62°42'15"W, 120.20 FEET; THENCE N57°20'48"W, 128.26 FEET; THENCE N75°13'42"W, 88.82 FEET; THENCE S88°20'54"W, 113.00 FEET; THENCE S83°41'49"W, 106.50 FEET; THENCE S51°35'21"W, 186.00 FEET; THENCE N72°44'51"W, 216.00 FEET; THENCE S60°14'35"W, 173.67 FEET; THENCE S62°07'59"W, 76.00 FEET; THENCE N27°58'12"W, 142.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.027 ACRES.

NON-DEVELOPABLE AREA #1 (THE ISLAND PHASE 1): BEGINNING AT A POINT S88°30'28"E, 2067.39 FEET ALONG THE NORTH SECTION LINE TO THE SOUTH 1/4 CORNER OF SECTION 5, T42S, R14W, SLB&M, S88°15'00"E, 274.81 FEET, AND SOUTH, 1883.47 FEET FROM THE NORTHWEST CORNER OF SECTION 8, T42S, R14W, SLB&M, SAID POINT BEING ON THE BOUNDARY OF CORAL CANYON GOLF COURSE AS DESCRIBED IN DOCUMENT NO. 20090046728 FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE S76°49'16"E, 385.49 FEET ALONG SAID BOUNDARY TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF TELEGRAPH ROAD, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: S19°39'15"W, 34.63 FEET TO THE POINT OF CURVE OF A 940.65 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 484.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°31'00" TO THE POINT OF CURVE OF A 20.00 FOOT RADIUS NON-TANGENT COMPOUND CURVE, RADIUS

POINT BEARS N22°50'12"E; THENCE NORTHWESTERLY 9.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°25'44"; THENCE N38°44'04"W, 115.00 FEET TO THE POINT OF CURVE OF A 257.50 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY 26.20 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°49'45"; THENCE N44°33'49"W, 16.69 FEET TO THE POINT OF CURVE OF A 134.33 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS N43°35'53"E; THENCE NORTHWESTERLY 67.83 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°55'51"; THENCE N31°36'28"E, 254.09 FEET; THENCE N35°15'11"W, 141.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.709 ACRES.

**EXHIBIT C-1****LEGAL DESCRIPTION OF THE EASEMENT AREA**

BEGINNING AT A POINT WHICH IS S88°15'00"E, 679.87 FEET ALONG THE SECTION LINE, AND AN EXTENSION THEREOF, AND SOUTH, 1880.23 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 5, T42S, R14W, SLB&M, SAID POINT BEING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF TELEGRAPH ROAD, RUNNING THENCE S21°43'14"W, 22.72 FEET ALONG SAID RIGHT OF WAY LINE; THENCE LEAVING SAID RIGHT OF WAY LINE, RUNNING N59°32'28"W, 15.99 FEET; THENCE N65°37'05"W, 23.83 FEET; THENCE N58°22'00"W, 49.20 FEET TO THE POINT OF CURVE OF A 116.53 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS N25°06'56"E; THENCE NORTHWESTERLY 118.40 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°13'10"; THENCE N4°23'14"W, 49.03 FEET TO THE POINT OF CURVE OF A 30.99 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS S73°35'19"W; THENCE NORTHWESTERLY 27.27 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°24'39"; THENCE S83°00'10"W, 18.37 FEET; THENCE S68°34'35"W, 44.12 FEET; THENCE S23°17'06"W, 14.64 FEET; THENCE S8°50'56"W, 59.12 FEET; THENCE S9°55'44"W, 35.08 FEET; THENCE S18°30'54"W, 41.19 FEET; THENCE S2°48'24"E, 43.17 FEET TO A POINT ON THE BOUNDARY OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT NO. 20210010508 AS FILED IN THE RECORDER'S OFFICE OF WASHINGTON COUNTY, STATE OF UTAH (BOUNDARY OF CORAL CANYON GOLF COURSE); THENCE N76°49'16"W, 57.37 FEET ALONG SAID BOUNDARY; THENCE N16°35'34"E, 42.08 FEET; THENCE N18°32'16"W, 38.59 FEET; THENCE N82°29'19"E, 38.17 FEET; THENCE N21°52'24"E, 56.21 FEET; THENCE N2°00'51"E, 27.28 FEET TO THE POINT OF CURVE OF A 36.70 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS N73°22'51"E; THENCE NORTHEASTERLY 63.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 98°49'52"; THENCE N68°16'19"E, 55.46 FEET TO THE POINT OF CURVE OF A 39.43 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS S35°15'37"E; THENCE EASTERLY AND SOUTHERLY 61.82 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°49'58" TO THE POINT OF CURVE OF A 63.66 FOOT RADIUS NON-TANGENT COMPOUND CURVE, RADIUS POINT BEARS S54°38'58"W; THENCE SOUTHERLY 57.16 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°26'24"; THENCE S3°35'04"E, 14.62 FEET TO THE POINT OF CURVE OF A 122.11 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS S87°45'25"E; THENCE SOUTHEASTERLY 122.63 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°32'31"; THENCE S58°41'04"E, 49.43 FEET; THENCE S64°10'39"E, 18.05 FEET; THENCE S73°24'00"E, 3.24 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.457 ACRE.

**EXHIBIT C-2**

**DEPICTION OF THE EASEMENT AREA**

