

When Recorded Return To:
David L. Lansky
Mariscal Weeks McIntyre & Friedlander, P.A.
2901 North Central Avenue, Suite 200
Phoenix, Arizona 85016

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into this 8th day of November, 2002 by and between Pivotal Mark I, LLC, a Utah limited liability company ("Mark I") and Pivotal Mark II, LLC, an Arizona limited liability company ("Mark II")

RECITALS

A. Mark I is the owner of certain real property located in Ivins, Washington County, Utah more particularly described on Exhibit A attached to this Agreement and incorporated herein by this reference (the "Mark I Parcel").

B. Mark II is the Owner of certain real property located in Ivins, Washington County, Utah more particularly described on Exhibit B attached to this Agreement and incorporated herein by this reference (the "Mark II Parcel").

C. The Mark I Parcel and the Mark II Parcel (sometimes referred to in this Agreement individually as a "Parcel") and collectively as the "Parcels") are contiguous to one another and are situated at the northeast corner of Snow Canyon Drive and Snow Canyon Parkway in Ivins, Washington County, Utah as shown on the plan attached to this Agreement as Exhibit C and incorporated herein by this reference (the "Site Plan").

D. Mark I and Mark II wish to impose certain easements upon the Mark I Parcel and the Mark II Parcel for the mutual and reciprocal benefit and complement of the Mark I Parcel and the Mark II Parcel and the present and future Owners (as defined below) of the Parcels, subject to and in accordance with the terms, covenants and provisions of this Agreement.

E. For the purposes of this Agreement, the term "Owner" or "Owners" shall mean the persons who executed this Agreement and any and all successors or assigns of such persons as the owner or owners of fee title (or beneficial title) to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise. The term "Owner" or "Owners" shall not, however, include the holder of any monetary lien or monetary encumbrance on such real property until such holder acquires fee title to such real property.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and promises herein contained, in order to impose certain easements upon the Parcels

for the mutual and reciprocal benefit and complement of the Parcels and the present and future Owners thereof, the parties hereto declare, covenant and agree as follows:

1. EASEMENTS.

1.1 Access Easement. Mark II hereby grants to Mark I, its successors and assigns, for the use and benefit of Mark I, its tenants and occupants and their respective employees, agents, contractors, customers, invitees and licensees (collectively, "Permittees") as an appurtenance to the Mark I Parcel, a non-exclusive easement in, upon, over, above, under and across that portion of the Mark II Parcel cross-hatched on the Site Plan and identified as the "Access Easement" (which Access Easement is legally described on Exhibit D to this Agreement) for the purposes of reasonable pedestrian and vehicular access, ingress and egress between the Mark I Parcel and Snow Canyon Parkway.

1.2 Turn Around Easement. Mark I hereby grants to Mark II, its successors and assigns, for the use and benefit of Mark II and its Permittees, as an appurtenance to the Mark II Parcel a non-exclusive easement in, upon, over, above, under and across that portion of the Mark I Parcel and identified on the Site Plan as the "Turn Around Easement" (which Turn Around Easement is legally described on Exhibit E to this Agreement) for the purposes of permitting motor vehicles which have entered onto the Mark II Parcel to reverse direction and have direct vehicular access, ingress and egress to Snow Canyon Parkway.

1.3 Utility Easements. Each Owner agrees to cooperate in the granting of appropriate and proper easements in, upon or with ten (10) feet of (a) the Access Easement, and (b) that part of Snow Canyon Parkway adjacent to and contiguous with the Parcels, to any governmental entity or utility company for underground utility facilities to serve the Parcel of the other Owner; provided, however, any installation, construction, repair, maintenance, removal or replacement of utilities on or under paved surfaces providing access to an Owner's Parcel is permitted only with the prior written consent of such Owner, which consent may be subject to such conditions as are necessary or desirable in the reasonable business judgment of the consenting party to assure compliance with paragraph 1.5 below. In addition to the foregoing, each Owner hereby grants and conveys to the other Owner and its successors and assigns, for the use and benefit of such other Owner, its Permittees and Parcel, a non-exclusive, perpetual easement for the operation, repair, maintenance, removal or replacement of utility lines, conduits and facilities as presently installed in, under, upon, over or across the Parcels as are depicted on that certain ALTA/ACSM Land Title Survey of the Parcels dated August 21, 2002, prepared by Rosenberg Associates Consulting Engineers and Land Surveyors as Job No. 3488-02-002 (the "Survey") including, but not limited to, water valves, fire hydrants, sewer lines, an eighteen inch (18") outlet pipe, irrigation control valves, drainage holes, sewer man holes and an entry sign, all as more particularly shown on the Survey. In the event any Owner undertakes operation, repair, maintenance, removal or replacement of utility lines, conduits or facilities in accordance with the provisions of this paragraph 1.3, the Owner or its affiliates or agents performing the work shall restore those portions of the Parcel where such work was performed to a condition equal to or better than the condition existing before the commencement of such work, including repaving asphalt, replacing concrete, repairing turf, replacing trees and shrubbery and any other repair work which may be reasonably required.

1.4 Drainage Easement. Each Owner hereby grants and conveys to the other Owner, and its successors and assigns, for the use and benefit of such other Owner, its Permittees and Parcel, a non-exclusive, perpetual easement for the incidental drainage of storm water runoff from one Parcel onto the other Parcel, provided that such drainage is consistent with the existing drainage for the Parcels. Each Owner shall maintain its Parcel so as to not materially increase or alter the manner or direction of the drainage to the other Owner's Parcel and neither Owner shall affirmatively alter its Parcel in any manner which would likely materially increase the flow of storm water runoff from its Parcel to the other Parcel, in each instance without the prior written consent of the other Owner, which consent may be given or withheld in such Owner's sole and absolute discretion. Similarly, each Owner shall maintain its Parcel so as to not materially decrease or alter the manner or direction of the drainage from the other Owner's Parcel and neither Owner shall affirmatively alter its Parcel in any manner which would likely materially decrease the flow of storm water runoff to its Parcel from the other Parcel, in each instance without the prior written consent of the other Owner, which consent may be given or withheld in such Owner's sole and absolute discretion.

1.5 Reasonable Use of Easements. The easements granted herein shall be used and enjoyed by each Owner and its Permittees in such a manner as to not unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on the Parcels or any portion thereof including, without limitation, public access to and from said business and the receipt or delivery of merchandise in connection therewith.

1.6 Maintenance. The Owner of the Mark II Parcel covenants and agrees to reasonably repair, maintain, light, clean and operate in good order, condition and repair and at its sole cost and expense, the Access Easement. The Owner of the Mark I Parcel covenants and agrees to reasonably repair, maintain, light, clean, operate in good order, condition and repair and at its sole cost and expense, the Turn Around Easement.

1.7 No Implied Easements. Nothing contained in this Agreement shall be deemed to create any implied easements not otherwise expressly provided for herein. Without limiting the generality of the foregoing, no easement for cross-parking is hereby granted.

2. COMMON BOUNDARY. The Access Easement and Turn Around Easement described in paragraphs 1.1 and 1.2 shall be paved and free of obstructions, and shall meet at equal grade at the common boundary of the respective Parcels so as to permit the vehicular and pedestrian access, ingress and egress contemplated by this Agreement.

3. REMEDIES.

3.1 All Available Remedies.

In the event of a breach by any Owner or its Permittees of any of the terms or provisions hereof, the nondefaulting Owner shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies (which shall be cumulative with any rights or remedies specified herein) from the consequences of such breach, including payment of any amounts due and/or specific performance.

3.2 Self-Help.

In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement by such Owner or its Permittees within thirty (30) days following written notice thereof by another Owner, the nondefaulting Owner shall have the right to perform such obligation on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate of Bank One, NA plus two (2) percentage points (not to exceed the maximum rate of interest allowed by law). If such sum is not paid upon demand, the party performing such defaulted obligation may claim a lien therefor, which may be foreclosed against the Parcel of the defaulting Owner in the manner prescribed by law.

3.3 No Termination for Breach.

Notwithstanding anything to the contrary contained in this Agreement, in no event shall any default or breach under this Agreement entitle any party to seek or to enforce the cancellation, rescission or termination in whole or in part of this Agreement or of any of the easements herein granted. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, rights and obligations contained herein shall be binding upon and effective against any Owner of such Parcel whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

4. TERM.

The easements granted herein shall continue in perpetuity, unless this Agreement is modified, amended, or terminated in accordance with paragraph 5.1 hereof.

5. MISCELLANEOUS.

5.1 Amendment.

This Agreement may be modified, amended, terminated or subordinated at any time only by the written consent of the Owner of the Mark I Parcel, the Owner of the Mark II Parcel and the holder of any mortgage, deed of trust or other consensual lien against the Mark I Parcel; provided, however, for so long as Mark II has any Ownership interest whatsoever in the Mark II Parcel, the consent or approval of any other Owner of any other portion of the Mark II Parcel shall not be required. In addition, from and after the date Mark II no longer has any ownership interest in the Mark II Parcel, the consent or approval of the Owner of the Mark II Parcel shall be obtained from the condominium association formed with respect to the condominium units situate on the Mark II Parcel. Any amendment to this Agreement must be evidenced by a document that has been fully executed, acknowledged and recorded in the official records of the County Recorder of Washington County, Utah.

5.2 Notices.

Notices and other communications under this Agreement shall be in writing and shall be given by a reputable nationwide overnight courier (e.g., Federal Express), personal delivery or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, addressed to each Owner at the addresses set forth below, or to such other address as an Owner may designate in writing:

Mark I:
 Pivotal Mark I, LLC
 c/o Pivotal Group
 2415 East Camelback Road
 Suite 960
 Phoenix, Arizona 85016

Mark II:
 Pivotal Mark II, LLC
 c/o Pivotal Group
 2415 East Camelback Road
 Suite 960
 Phoenix, Arizona 85016

Any such notice shall be deemed effective on the date on which such notice is delivered, if notice is given by personal delivery, on the next succeeding business day after deposit with an overnight courier for next day delivery, or if notice is sent through the United States mail, on the date of actual delivery as shown by the addressee's receipt or upon the expiration of three (3) days following the date of mailing, whichever first occurs.

5.3 Covenants to Run with Land.

It is intended that the easements, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the Parcels and all portions thereof, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the Owners, and their respective successors, assigns, heirs, and personal representatives.

5.4 Grantee's Acceptance.

The grantee of any Parcel, by acceptance of a deed or other instrument conveying title thereto, shall accept such deed upon and subject to each and all of the easements, covenants, conditions, restrictions, rights and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with all other Owners, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee, whereupon the grantor of such property shall be released from such obligations and agreements thereafter arising in respect of such property.

5.5 Indemnification/Insurance.

(a) Each Owner agrees to indemnify, defend and hold the other Owners harmless for, from and against all claims, liabilities, and expenses (including reasonable attorneys' fees) relating to accidents, injuries, death, loss, or damage of or to any person or property arising from or in any manner relating to the use by the indemnifying Owner or its Permittees of the easements granted herein except as may result from the gross negligence or intentional misconduct of the Owner whose Parcel is subject to the easement or its Permittees.

(b) Each Owner agrees to carry or cause its Permittees to carry commercial general liability insurance for the Access Easement and the Turn Around Easement with combined single limit coverage of not less One Million Dollars (\$1,000,000.00) or such greater amount as may from time to time be reasonable and prudent under the circumstances. Any insurance required under this Agreement may be brought within the coverage of a so-called blanket or blanket policies of insurance, provided that coverages required hereunder are not reduced or diminished by reason of the use of a blanket policy of insurance.

(c) Upon reasonable request, an Owner shall furnish to the requesting Owner certificates of insurance or other reasonable evidence indicating that insurance meeting the requirements hereof has been obtained and is in full force and effect.

5.6 No Rights in Public.

Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use the Access Easement or the Turn Around Easement.

5.7 Separability.

Each provision of this Agreement and the application thereof to the Parcels are hereby declared to be independent of and severable from the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description for any easement granted herein, the parties agree to promptly cause such legal description to be prepared.

5.8 Time of Essence.

Time is of the essence of this Agreement.

5.9 Attorneys' Fees.

In the event of any legal or equitable proceedings pertaining to this Agreement, the prevailing party therein shall be entitled to reasonable attorneys' fees and costs of suit.

5.10 Counterparts.

This Agreement may be executed in one or more counterparts, each of which may be executed by one or more of the parties hereto, with the same force and effect as though all the

parties executing such counterparts had executed but one instrument. Signature and/or acknowledgment pages may be detached from such counterparts and attached to this Agreement to physically form one legally effective document for recording purposes.

5.11 Governing Law.

This Agreement shall be governed by Utah law.

5.12 Consent of Lienholders.

Prior to or concurrently with the recordation of this Agreement, each party covenants to obtain the valid and enforceable subordination to this Agreement of any existing monetary encumbrance recorded against such party's Parcel (other the lien for non-delinquent real estate taxes and assessments), such that this Agreement continues in full force and effect notwithstanding the foreclosure, trustee's sale or other exercise of remedies arising under such encumbrance in the event of a default thereunder.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first written above.

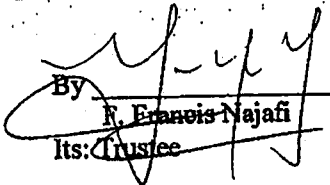
Mark I:

Pivotal Mark I, LLC,
a Utah limited liability company

By: Pivotal Spa I, LLC,
an Arizona limited liability company
Its: Managing Member

By Pivotal Group X, LLC,
an Arizona limited liability company
Its: Managing Member

By F. Francis Najafi, Trustee of
the Francis Najafi Family Trust
Its: Administrative Member

By 
F. Francis Najafi
Its: Trustee

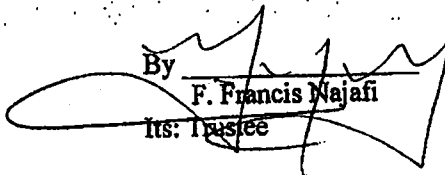
Mark II:

Pivotal Mark II, LLC,
an Arizona limited liability company

By: Pivotal Spa I, LLC,
an Arizona limited liability company
Its: Managing Member

By Pivotal Group X, LLC,
an Arizona limited liability company
Its: Managing Member

By F. Francis Najafi, Trustee of
the Francis Najafi Family Trust
Its: Administrative Member

By 
F. Francis Najafi
Its: Trustee

STATE OF Arizona)
County of Maricopa) ss.

On _____, before me, Peggy L. Kennedy, a Notary Public in and for said state, personally appeared Francis Najafi, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in their authorized capacities, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Peggy L. Kennedy
Notary Public in and for said State

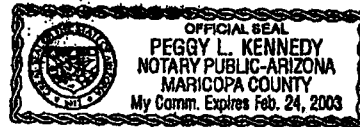


STATE OF Arizona)
County of Maricopa) ss.

On _____, before me, Peggy L. Kennedy, a Notary Public in and for said state, personally appeared J. Francis Najafi, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in their authorized capacities, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Peggy L. Kennedy
Notary Public in and for said State



CONSENT AND SUBORDINATION OF BANK ONE, UTAH, NA

The undersigned, Bank One Utah, NA, now know as Bank One, NA, the beneficiary of a Deed of Trust currently encumbering the Mark I Parcel, hereby consents to the foregoing Declaration and subordinates all of the right, title and interest of the undersigned in and to the property and improvements described therein and the easements, rights and privileges created thereby. In furtherance of such subordination, the undersigned hereby agrees that the foregoing Declaration, and the rights and privileges created thereby, will be in all respects superior to said Deed of Trust and any amendments or modifications thereof, and to the right, title and interest of the undersigned by virtue of said Deed of Trust and any amendments or modifications thereof. By this consent, Bank One, Utah, NA acknowledges the Declaration shall continue notwithstanding any foreclosure of or trustee's sale under its Deed of Trust. Notwithstanding the provisions of this Consent and Subordination to the contrary, in accordance with the provisions of Section 5.1 of the foregoing Declaration, until the full release and full reconveyance of the Deed of Trust, the foregoing Declaration shall not be modified, amended, terminated or subordinated without the consent of the undersigned.

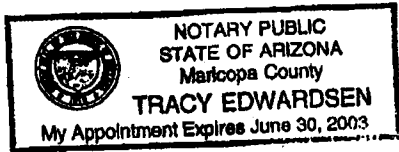
BANK ONE, UTAH, NA, now known as BANK ONE, NA

By: [Signature]
Name: Dianne M. Katschke
Its: Vice President

STATE OF ARIZONA)
COUNTY OF MARKOPA) ss.

On 11/20/02, before me, TRACY EDWARDS, a Notary Public in and for said state, personally appeared DIANNE M. KATSCHEK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Notary Public in and for said State

EXHIBIT A

Legal Description of Mark I Parcel

Beginning at a point on the northerly right-of-way line of Snow Canyon Parkway, dedicated as Center Street, an 80.00 foot wide dedicated public street recorded November 4, 1996 as Entry Number 548583, Official Records, Washington County, Utah, said point lies South 88°43'01" East 122.01 feet along the township line and North 01°16'59" East 38.75 feet from the north quarter corner of Section 4, Township 42 South, Range 16 West of the Salt Lake Base and Meridian and running thence, leaving said northerly right-of-way line North 04°01'55" West 112.96 feet; thence North 49°19'14" West 414.16 feet to a point on the easterly right-of-way line of Snow Canyon Drive, a 66.00 foot wide dedicated public street recorded July 8, 1996 as Entry Number 537649, said Official Records, said point being on the arc of a 3500.00 foot radius curve concave northwesterly, the radius point of which bears North 53°45'37" West; thence along said easterly right-of-way line in the following six (6) courses: northeasterly 398.27 feet along the arc of said curve through a central angle of 6°31'11" to the point of tangency; thence North 29°43'12" East 76.09 feet to the point of curvature of a 3125.00 foot radius curve concave northwesterly; thence northeasterly 272.71 feet along the arc of said curve through a central angle of 05°00'00" to the point of tangency; thence North 24°43'12" East 460.16 feet to the point of curvature of a 1263.45 foot radius curve concave southeasterly; thence northeasterly 466.34 feet along the arc of said curve through a central angle of 21°08'53" to the point of tangency; thence North 45°52'05" East 1200.20 feet to a point on the east sixteenth line of Section 33, Township 41 South, Range 16 West of said Salt Lake Base and Meridian; thence along said east sixteenth line South 01°13'53" West 94.40 feet to the center-east sixteenth corner of said Section 33; thence continuing along said east sixteenth line South 01°13'26" West 2284.59 feet; thence leaving said east sixteenth line North 40°00'00" West 499.17 feet; thence North 88°47'01" West 294.62 feet; thence South 43°53'57" West 134.43 feet; thence South 77°28'56" West 141.13 feet; thence North 83°32'09" West 135.73 feet along a radial line to a point on the arc of a 402.24 foot radius curve concave easterly; thence southerly 195.86 feet along the arc of said curve through a central angle of 27°53'53" to a point of reverse curvature of a 1,414.00 foot radius curve concave westerly; thence southerly 67.24 feet along the arc of said curve through a central angle of 02°43'28" to the point of tangency; thence South 18°42'35" East 12.70 feet to the point of curvature of a 341.45 foot radius curve concave westerly; thence southerly 90.42 feet along the arc of said curve through a central angle of 15°10'22" to the point of compound curvature of a 30.40 foot radius curve concave northwesterly; thence southwestly 32.62 feet along the arc of said curve through a central angle of 61°28'34", the radius point of which bears North 32°03'39" West; thence along a non tangent line South 04°55'59" West 55.16 feet to the point of curvature of a 122.61 foot radius curve concave westerly; thence southerly 13.85 feet along the arc of said curve through a central angle of 06°28'22" to the point of compound curvature of a 428.17 foot radius curve concave westerly; thence southerly 95.62 feet along the arc of said curve through a central angle of 12°47'45" to the point of tangency; thence South 24°12'06" West 20.39 feet to the point of curvature of a 44.72 foot radius curve concave northwesterly; thence southwestly 44.59 feet along the arc of said curve through a central angle of 57°08'10" to a point on the easterly right-of-way line of Snow Canyon Parkway, an 80.00 foot wide dedicated public street recorded January 6, 1998 as Entry Number 587557, said Official

Records, said point being on the arc of a 540.00 foot radius curve concave southwesterly, the radius point of which bears South 18°47'15" West; thence along said easterly right-of-way line in the following two (2) courses: westerly 164.98 feet along the arc of said curve through a central angle of 17°30'16" to the point of tangency; thence North 88°43'01" West 9.50 feet to the end of said easterly right-of-way, said point being the beginning of the northerly right-of-way line of said Center Street; thence along said northerly right-of-way line North 88°43'01" West 152.76 feet (a total distance of 162.26 feet along said bearing) to the point of beginning. Contains 50.109 acres.

EXHIBIT B**Legal Description of Mark II Parcel**

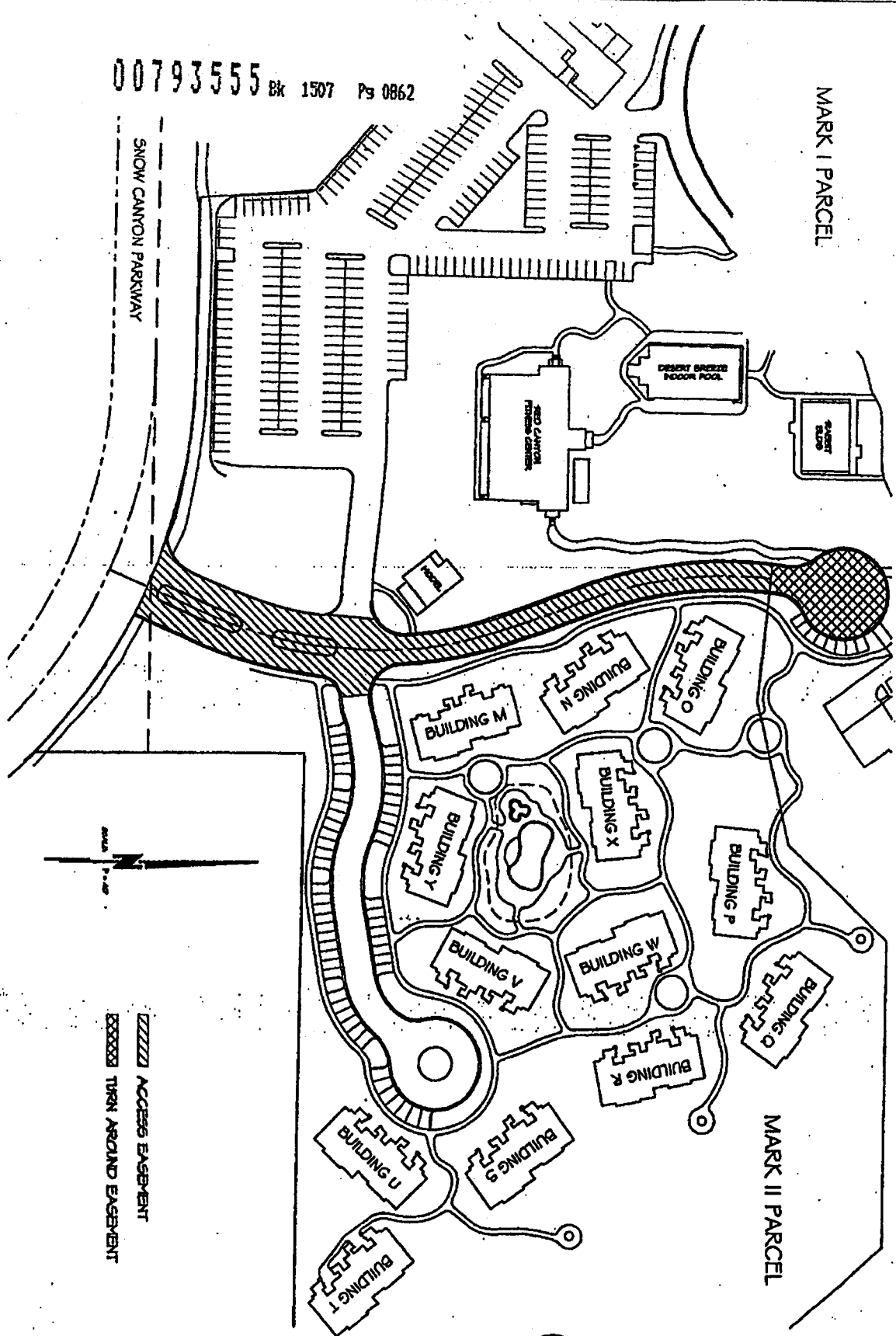
Beginning at a point which lies South 88°43'01" East 654.58 feet along the section and township line from the north quarter corner of Section 4, Township 42 South, Range 16 West of the Salt Lake Base and Meridian and running thence South 00°00'00" East 110.60 feet to a point on the easterly right-of-way line of Snow Canyon Parkway, an 80.00 foot wide dedicated public roadway, said point being on the arc of 540.00 foot radius non tangent curve concave southwesterly, the radius point of which bears South 44°56'26" West; thence northwesterly 246.49 feet along the arc of said curve through a central angle of 26°09'11" to the point of curvature of a 44.72 foot radius non tangent curve concave northwesterly, the radius point of which bears North 08°39'44" West; thence northeasterly 44.59 feet along the arc of said curve through a central angle of 57°08'10" to the point of tangency; thence North 24°12'06" East 20.39 feet to the point of curvature of a 428.17 foot radius curve concave westerly; thence northerly 95.62 feet along the arc of said curve through a central angle of 12°47'45" to the point of compound curvature of a 122.61 foot radius curve concave westerly; thence northerly 13.85 feet along the arc of said curve through a central angle of 06°28'22" to the point of tangency; thence North 04°55'59" East 55.16 feet to the point on the arc of a 30.40 foot radius non tangent curve concave northwesterly, the radius point of which bears North 32°03'39" West; thence northeasterly 32.62 feet along the arc of said curve through a central angle of 61°28'34" to the point of compound curvature of a 341.45 foot radius curve concave westerly; thence northerly 90.42 feet along the arc of said curve through a central angle of 15°10'22" to the point of tangency; thence North 18°42'35" West 12.70 feet to the point of curvature of a 1,414.00 foot radius curve concave westerly; thence northerly 67.24 feet along the arc of said curve through a central angle of 02°43'28" to the point of reverse curvature of a 402.24 foot radius curve concave easterly; thence northerly 195.86 feet along the arc of said curve through a central angle of 27°53'53" to a point on a radial line; thence along said radial line South 83°32'09" East 135.73 feet; thence North 77°28'56" East 141.13 feet; thence North 43°53'57" East 134.43 feet; thence South 88°47'01" East 294.62 feet; thence South 40°00'00" East 499.17 feet; thence South 01°13'26" West 194.51 feet; thence North 88°47'01" West 792.47 feet; thence South 00°00'00" East 151.82 feet to a point on said section and township line and the point of beginning. Contains 10.995 acres.



EXHIBIT C

**[Site Plan showing Mark I Parcel and Mark II Parcel; Access Easement,
Turn Around Easement and Snow Canyon Parkway]**

MARK I PARCEL

SNOW CANYON PARKWAY



 ACCESS EASEMENT
 TURN AROUND EASEMENT

PRELIMINARY PLAT
 THE VILLAS AT RED MOUNTAIN
 IVINS, UTAH

ROSENBERG ASSOCIATES
 CONSULTING ENGINEERS AND LAND SURVEYORS
 100 East South Street, Suite 200
 Salt Lake City, Utah 84111

NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAT	10/1/00
2	REVISION	10/1/00
3	REVISION	10/1/00
4	REVISION	10/1/00
5	REVISION	10/1/00
6	REVISION	10/1/00
7	REVISION	10/1/00
8	REVISION	10/1/00
9	REVISION	10/1/00
10	REVISION	10/1/00

EXHIBIT D**Legal Description of Access Easement****An Access Easement**

Located in South Quarter Corner of Section 33,
Township 41 South, Range 16 West, Salt Lake Base
& Meridian and the Northeast Quarter of Section 4,
Township 42 South, Range 16 West, Salt Lake Base & Meridian

Beginning at a point on the north line of Snow Canyon Parkway, said point being South 88°43'01" East 447.00 feet along the section line and North 13.75 feet from the North Quarter Corner of Section 4, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence northeasterly 44.60 feet along an arc of a 44.72 foot radius curve to the left (center bears North 08°39'43" West long chord bears North 52° 46'12" East 42.77 feet with a central angle of 57°08'10");
thence North 24°12'06" East 20.39 feet;
thence northerly 95.62 feet along an arc of a 428.17 foot radius curve to the left (center bears North 65°47'54" West long chord bears North 17°48'14" East 95.42 feet with a central angle of 12°47'45");
thence northerly 13.85 feet along an arc of a 122.61 foot radius curve to the left (center bears North 78°35'39" West long chord bears North 08°10'10" East 13.84 feet with a central angle of 06°28'22");
thence North 04°55'59" East 55.16 feet;
thence northeasterly 32.62 feet along an arc of a 30.40 foot radius curve to the left (center bears North 32°03'39" West long chord bears North 27°12'04" East 31.08 feet with a central angle of 61°28'34");
thence northerly 90.42 feet along an arc of a 341.45 foot radius curve to the left (center bears South 86°27'47" West long chord bears North 11°07'24" West 90.16 feet with a central angle of 15°10'22");
thence North 18°42'35" West 12.70 feet;
thence northerly 67.24 feet along an arc of a 1,414.00 foot radius curve to the left (center bears South 71°17'25" West long chord bears North 20°04'19" West 67.23 feet with a central angle of 02°43'28");
thence northerly 195.86 feet along an arc of a 402.24 foot radius curve to the right (center bears North 68°33'57" East long chord bears North 07°29'07" West 193.93 feet with a central angle of 27°53'53");
thence South 83°32'09" East 30.00 feet;
thence southerly 181.25 feet along an arc of a 372.24 foot radius curve to the left (center bears South 83°32'09" East long chord bears South 07°29'06" East 179.46 feet with a central angle of 27°53'53");
thence southerly 68.66 feet along an arc of a 1,444.00 foot radius curve to the right (center bears South 68°33'58" West long chord bears South 20°04'18" East 68.66 feet with a central angle of 02°43'28");
thence South 18°42'35" East 12.70 feet;
thence southerly 104.90 feet along an arc of a 371.45 foot radius curve to the right (center bears South 71°17'25" West long chord bears South 10°37'09" East 104.55 feet with a central angle of 16°10'52");
thence southeasterly 30.44 feet along an arc of a 30.58 foot radius curve to the left (center bears North 87°28'17" East long chord bears South 31°03'00" East 29.20 feet with a central angle of 57°02'34");
thence South 03°24'23" West 53.36 feet;
thence southerly 25.64 feet along an arc of a 183.61 foot radius curve to the right (center bears North 86°35'37" West long chord bears South 07°24'22" West 25.61 feet with a central angle of 07°59'58");
thence southerly 89.26 feet along an arc of a 489.17 foot radius curve to the right (center bears North 78°35'39" West long chord bears South 16°38'01" West 89.14 feet with a central angle of 10°27'19");
thence southerly 65.39 feet along an arc of a 92.00 foot radius curve to the left (center bears South 68°08'20" East long chord bears South 01°30'03" West 64.02 feet with a central angle of 40°43'14");
thence South 18°51'34" East 17.78 feet;
thence southeasterly 14.17 feet along an arc of a 59.07 foot radius curve to the left (center bears North 71°08'28" East long chord bears South 25°43'52" East 14.14 feet with a central angle of 13°44'35") to the

D-1

north line of said Snow Canyon Parkway;

thence northwesterly 129.05 feet along an arc of a 540.00 foot radius curve to the left (center bears South 32°28'52" West long chord bears North 64°21'56" West 128.75 feet with a central angle of 13°41'36") along said Snow Canyon Parkway to the Point of Beginning.

Containing 27,465 square feet or 0.631 acres.

EXHIBIT E**Legal Description of Turn Around Easement****A Turn Around Access Easement**

Located in Southeast Quarter of Section 33,
Township 41 South, Range 16 West, Salt Lake Base & Meridian

Beginning at a point being South 88°43'02" East 499.53 feet along the section line and North 599.09 feet from the North Quarter of Section 4, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 83°32'09" West 30.00 feet;
thence northerly 14.34 feet along an arc of a 402.24 foot radius curve to the right (center bears South 83°32'09" East long chord bears North 07°29'08" East 14.34 feet with a central angle of 02°02'34");
thence northerly 31.19 feet along an arc of a 38.40 foot radius curve to the left (center bears North 81°29'35" West long chord bears North 14°45'53" West 30.34 feet with a central angle of 46°32'35");
thence easterly 225.93 feet along an arc of a 45.58 foot radius curve to the right (center bears North 51°57'50" East long chord bears South 76°01'57" East 56.12 feet with a central angle of 284°00'26");
thence southwesterly 30.33 feet along an arc of a 30.00 foot radius curve to the left (center bears South 24°01'44" East long chord bears South 37°00'29" West 29.05 feet with a central angle of 57°55'34");
thence southerly 10.27 feet along an arc of a 372.24 foot radius curve to the left (center bears South 81°57'18" East long chord bears South 07°15'16" West 10.27 feet with a central angle of 01°34'52") to the Point of Beginning.

Containing 7,539 square feet or 0.173 acres.