

WHEN RECORDED RETURN TO:
Richard Wolper
3750 West 500 South
Salt Lake City, Utah 84104

Ent 280210 Bk 0738 Pg 0004-0008
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2005 FEB 24 3:01pm Fee 36.00 MWC
FOR DCP LLC

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into as of this ___ day of April, 2003, by and among DCP, L.L.C., a Utah limited liability company, whose address is 3750 West 500 South, Salt Lake City, Utah 84104 (Grantee) and Deer Meadow Preserve, L.L.C., a Utah limited liability company, whose address is 3750 West 500 South, Salt Lake City, Utah, 84104. (Grantor).

RECITALS

WHEREAS, Grantee and Grantor own adjacent parcels of property in Wasatch County, Utah lying north and east of the Jordanelle reservoir, with Grantee owning the property identified in Exhibit "A" (the "Benefitted Parcel") and Grantor owning certain adjacent property, which includes the property identified in Exhibit "B" (the "Burdened Parcel"); and

WHEREAS, Grantee (or its Assigns) intends to construct a private gated road (the "Road") and utility, lines, pipes, cables and equipment (the "Utilities") on the Burdened Parcel for the purposes of, among other things, providing a secondary access and utility services to and from the Benefitted Parcel; and

WHEREAS, Grantor is willing to allow the Road and the Utilities to be constructed and maintained on the Burdened Parcel for the benefit of the Benefitted Parcel, as well as Grantor's other adjacent property;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree and contract as follows:

1. GRANT OF EASEMENT. Grantor hereby grants, transfers and conveys to Grantee a non-exclusive easement on and across the Burdened Parcel, together with the right of ingress and egress for all purposes, including the purpose of constructing, operating, maintaining, repairing, replacing and using the Road and the Utilities, which easement shall continue for so long as the Road and Utilities shall have utility and purpose for the benefit of the Benefitted Parcel. The Road shall be available for use at all times for use by Grantee and Grantor and all other owners of any portion of the Benefitted Parcel or Grantor's other adjacent property, as well as their respective family members, guests and invitees, subject to security procedures now or hereafter implemented by Grantee.

2. OPERATION AND MAINTENANCE. Grantee and its successors-in-interest, shall operate, maintain, repair and replace the Road and the Utilities at their sole cost and expense.

Grantee or its successors-in-interest shall repair any damage to the Burdened Parcel caused by Grantee's construction activity in connection with the installation, repair, maintenance or replacement of the Road or the Utilities. Grantee may assign its obligations hereunder to the Deer Canyon Preserve Homeowners Association, or its successor-in-interest, in which case Grantee shall be relieved of all further obligations hereunder.

3. TERM. This Easement shall continue in force and effect until terminated by an agreement in writing signed by all of the parties then owning any portion of the Benefitted Parcel or the Burdened Parcel.

4. COVENANT RUNNING WITH THE LAND. This Agreement, during the term hereof, constitutes a covenant running with the land described in Exhibit "A" and Exhibit "B" and the burdens and benefits of this agreement shall run with the land and shall be binding upon the parties and their successors-in-interest, heirs, personal representatives, and assigns.

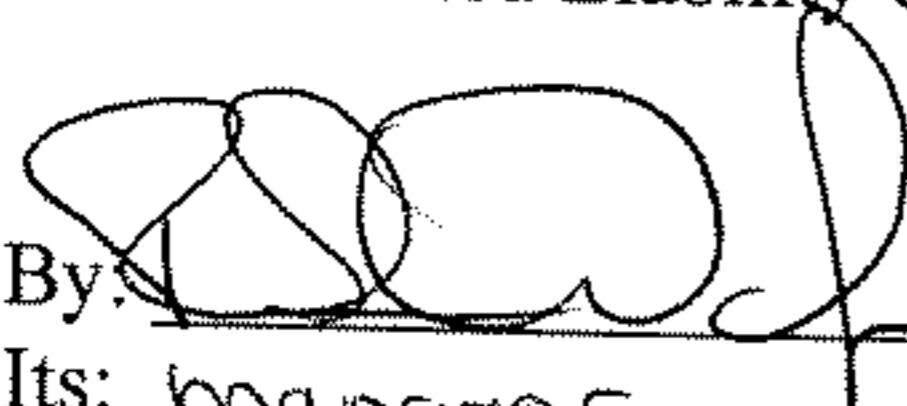
5. ATTORNEY'S FEES. In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.

6. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement by and among the parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

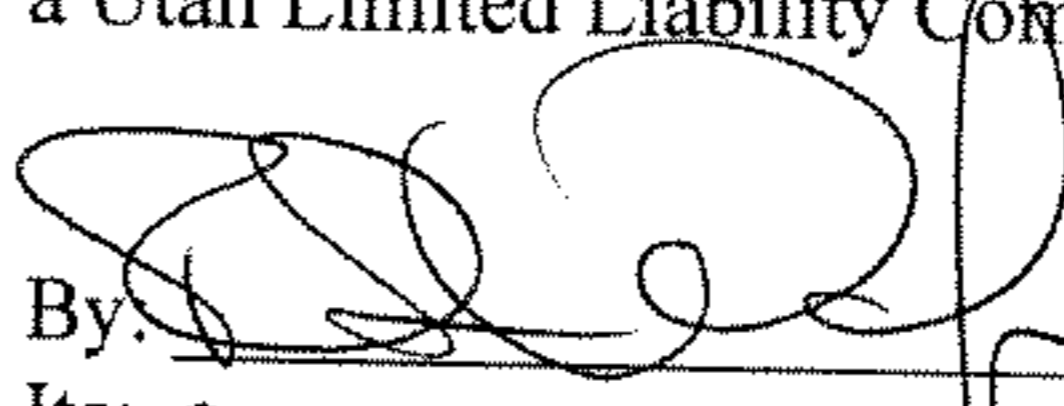
7. FURTHER ACTION. The parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

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

DCP, L.L.C.,
a Utah Limited Liability Company

By: 
Its: manager

Deer Meadow Preserve, L.L.C.,
a Utah Limited Liability Company

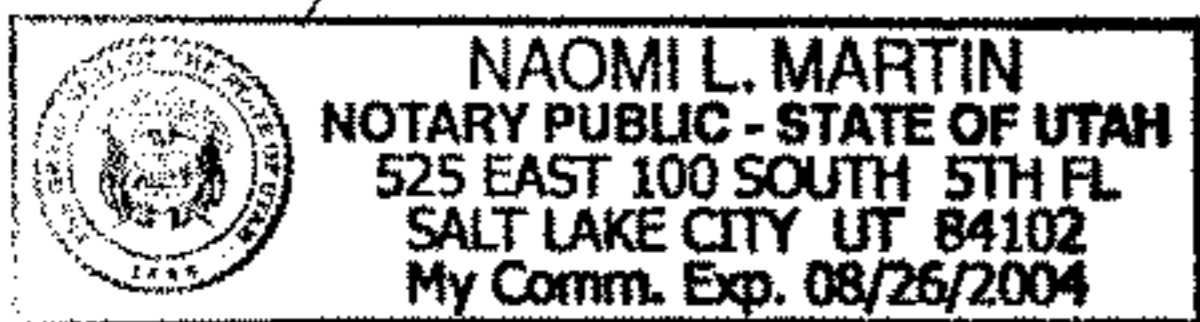
By: 
Its: manager

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

On the 3rd day of April, 2003, personally appeared before me Richard Wolper, who being by me duly sworn did say that he is the Manager of DCP, L.L.C., a Utah limited liability company and that the within and the forgoing instrument was signed on behalf of said limited liability company by its authority and Richard Wolper duly acknowledged to me that said limited liability company executed the same.

My Commission Expires:

8/26/2004



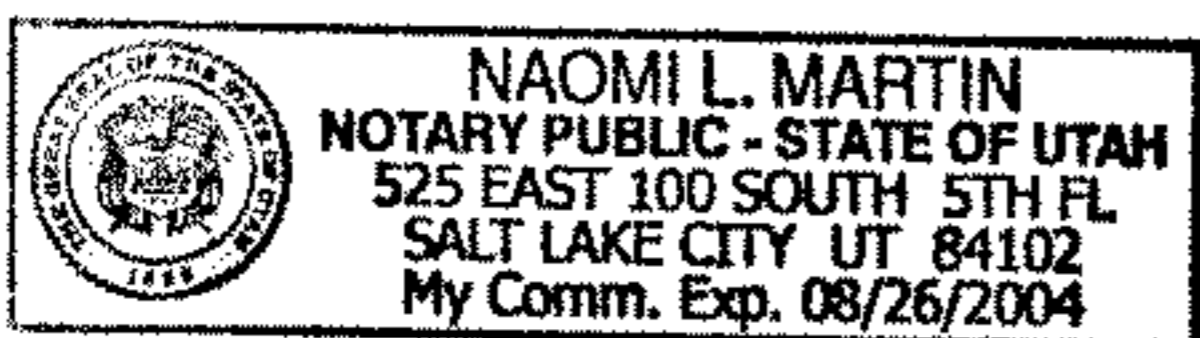
Naomi L. Martin
NOTARY PUBLIC
Residing at: 525 East 100 South 5th Floor
SLC, UTAH 84102

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

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My Commission Expires:

8/26/2004



Naomi L. Martin
NOTARY PUBLIC
Residing at: 525 East 100 South 5th Floor
S L C U T 84102

EXHIBIT "A"

DESCRIPTION OF BENEFITTED PARCEL
 (The following property is located in Wasatch County, Utah)

Beginning at the East Quarter Corner of Section 6, Township 2 South, Range 5 East, Salt Lake Base and Meridian, and running thence South 00°33'50" West, along the East line of said Section, 2569.98 feet, to the Southeast Corner of said Section 6; thence South 00°22'42" East, along the East line of Section 7, 121.18 feet; thence South 67°39'00" West, 1144.07 feet, to the Northeasterly line of US Highway 189; thence along said Northeasterly line on a non-tangent curve to the left, with a radius of 3990.94 feet, the center of which bears South 54°03'21" West, through a central angle of 1°42'11", an arc distance of 118.63 feet; thence North 45°23'02" West, along said Northeasterly line, 187.54 feet, to the Westerly line of a 100.00 foot wide County road; thence North 02°27'57" West, along said Westerly line, 308.06 feet, to the South line of Section 6; thence South 89°01'23" West, along said Section line, 43.57 feet; thence South 00°22'11" East, 128.23 feet; thence along the arc of a non-tangent curve to the right, with a radius of 390.86 feet, the center of which bears North 63°41'48" West, through a central angle of 8°33'11", an arc distance of 58.35 feet, to the Northeasterly line of US Highway 189; thence along said Northwesterly line, on a non-tangent curve to the left, with a radius of 3990.94 feet, the center of which bears South 47°27'57" West, through a central angle of 13°40'38", an arc distance of 952.68 feet; thence North 56°12'40" West, along said Northeasterly line, 262.47 feet; thence North 35°54'08" West, along said Northeasterly line, 518.76 feet; thence North 49°53'11" West, along said Northeasterly line, 514.43 feet; thence North 45°05'06" West, along said Northeasterly line, 545.95 feet; thence North 29°27'41" West, along said Northeasterly line, 747.09 feet; thence along said Northeasterly line, on a curve to the left, with a radius of 11692.72 feet, the center of which bears South 60°32'19" West, through a central angle of 2°05'28", an arc distance of 426.74 feet; to a point on the North - South forty acre line of the Northwest Quarter of said Section 6; thence North 00°28'16" West, along said forty acre line, 2534.97 feet, to the North line of said Section 6; thence South 89°58'18" East, along said North line 1003.34 feet, to the Wasatch - Summit County line; thence South 54°15'59" East, along said County line, 895.13 feet; thence North 64°40'31" East, along said County line, 323.80 feet; thence South 80°30'29" East, along said County line, 824.30 feet; thence North 52°13'31" East, along said County line, 418.80 feet; thence South 75°05'59" East, along said County line, 838.00 feet, to the East line of said Section 6; thence South 00°38'53" East, along said East line, 2204.71 feet, to the point of beginning.

Less and Excepting that portion within the Wasatch County Right of Way, more particularly described as follows:

Commencing at the Southeast corner of Section 6, Township 2 South, Range 5 East, Salt Lake Base and Meridian, thence South 89°01'23" West, along the South line of said Section, 1178.07 feet to the Point of Beginning for this description; thence South 01°08'41" East, 400.26 feet, to the said Northeasterly Right of Way line of said U.S. Highway; thence North 45°23'02" West, along said line, 129.21 feet; thence North 02°27'57" West, 308.06 feet; thence South 89°01'23" West, along the South line of said Section, 2.75 feet; thence North 01°08'41" West, 46.66 feet; thence Northwesterly along the arc of a 360.30 foot radius tangent curve to the left, through a central angle of 42°48'28", an arc distance of 269.19 feet; thence North 44°03'41" West, 293.55 feet; thence Westerly along the arc of a 360.30 foot radius tangent curve to the left through a central angle of 54°06'59", an arc distance of 340.31 feet; thence South 81°40'19" West, 351.74 feet, to the Northeasterly Right of Way line of US Highway 189; thence North 56°12'40" West, along said line, 54.14 feet; thence North 35°54'08" West, along said line, 71.85 feet; thence North 81°40'19" East, 425.29 feet; thence Easterly along the arc of a 460.30 foot radius non-tangent curve to the right, center bears South 08°11'42" East, through a central angle of 54°08'01", an arc distance of 434.90 feet; thence South 44°03'41" East, 293.64 feet; thence Southeasterly along the arc of a 460.30 foot radius non-tangent curve to the right, center bears South 46°02'06" West, through a central angle of 42°49'14", an arc distance of 344.01 feet; thence South 01°08'41" East, 46.95 feet to the Point of Beginning.

EXHIBIT "B"

DESCRIPTION OF BURDENED PARCEL

(The following property is located in Wasatch County, Utah)

A 60 FOOT WIDE ROAD THE SIDELINES OF WHICH ARE TO BE LENGTHENED OR SHORTENED AS NECESSARY SO AS TO COMMENCE AT THE NORTH-SOUTH 40 ACRE LINE OF NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND TO TERMINATE AT THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 196 AT BROWNS CANYON. THE CENTERLINE OF SAID ROAD IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89° 58' 18" WEST, ALONG THE NORTHERLY LINE OF SAID SECTION, 1319.53 FEET TO THE NORTH-SOUTH 40 ACRE LINE OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 0° 28' 16" EAST, ALONG SAID NORTH-SOUTH 40 ACRE LINE, 1929.75 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE NORTH 70° 34' 16" WEST, 170.31 FEET; THENCE ALONG A 200.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 62° 03' 48", AN ARC DISTANCE OF 216.64 FEET; THENCE NORTH 8° 30' 28" WEST, 138.20 FEET; THENCE ALONG A 200.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36° 23' 23", AN ARC DISTANCE OF 127.02 FEET; THENCE NORTH 44° 53' 51" WEST, 174.48 FEET; THENCE ALONG A 500.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 39° 46' 21", AN ARC DISTANCE OF 347.08 FEET; THENCE NORTH 5° 07' 30" WEST, 785.41 FEET; THENCE ALONG A 200.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 84° 35' 39", AN ARC DISTANCE OF 295.29 FEET; THENCE NORTH 89° 43' 09" WEST, 74.56 FEET; THENCE ALONG A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 36° 00' 00", MORE OR LESS, AN ARC DISTANCE OF 110 FEET, MORE OR LESS AND THE TERMINUS OF THIS DESCRIPTION.

LOTS 1-16 OPEN SPACE + DETENTION BASIN
DEER CANYON PRESERVE
PHASE 1