

ROADWAY & UTILITY ACCESS EASEMENT

THIS ROADWAY & UTILITY ACCESS EASEMENT (this "**Easement Agreement**") is made and entered into as of this 13 day of July 2021 (the "**Effective Date**") by and between MONTE VISTA RANCH, L.C., a Utah limited liability company, whose address is 1754 E Cedar Trails Way, Eagle Mountain, Utah 84005 and LAKE MOUNTAIN DEVELOPMENT, LLC, a Utah limited liability company, whose address is 1754 E Cedar Trails Way, Eagle Mountain, Utah 84005 (collectively the "**Grantor**") and SCARLET RIDGE PARTNERS, LLC, a Utah limited liability company, whose address is 13504 S 7530 W Herriman, UT 84065 ("**Grantee**"). Grantor and Grantee are sometimes referred to in this Easement Agreement individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Grantor is the owner of that certain real property located in the City of Eagle Mountain, County of Utah, State of Utah (the "**City**"), as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Grantor's Property**").

B. Grantee is the owner of that certain real property adjacent to a portion Grantor's Property located in the City and further described in **Exhibit B** attached hereto and incorporated herein by this reference ("**Grantee's Property**").

C. Grantee desires to enter into this Easement Agreement with Grantor for access over and across Grantor's Property in order for Grantee to complete the construction and development of the first phase of the Scarlet Ridge Estates subdivision.

D. Grantor desires to grant to Grantee an easement over specific portions of Grantor's Property, further identified and described in **Exhibit C** attached hereto and incorporated herein by this reference, the "**Roadway Easement Area**", to provide access on the terms and conditions set forth herein.

E. Grantor further desires to grant to Grantee an easement over specific portions of Grantor's Property, further identified and described in **Exhibit D** attached hereto and incorporated herein by this reference, the "**Lake Mtn. Roadway & Utility Easement Area**", to provide access on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants contained in this Easement Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easements.

a. Roadway Easement. Subject to the terms of this Easement Agreement, Grantor does hereby grant and convey unto Grantee for the benefit of the Grantee a non-exclusive easement (the "**Roadway Easement**") for access, ingress, egress, grading, land disturbance, inspection, performance of maintenance and repair activities, and other site

work, on, over, under and through the entire Roadway Easement Area for the purpose of accessing and maintaining the Roadway Easement Area (collectively, “**Roadway Construction Activities**”). The Roadway Construction Activities also include, without limitation, (i) Grantee’s ability to construct, install, maintain, and repair portions of the future extension of Tiffany Lane/Pole Canyon Parkway, as required by the City and built in accordance with the City, County, State and federal laws and standards, connecting Grantee’s Property to the future extension of Tiffany Lane/Pony Express Parkway and (ii) Grantee’s ability to construct, install, maintain, and repair portions of the future sewer line of at least twelve (12) inches in diameter, as required by the City and built in accordance with City, county, state, and federal laws and standards (or as determined by the City sewer line capacity requirements). In addition to the foregoing, the Roadway Construction Activities shall be developed and constructed in accordance with the terms and conditions set forth in that certain master development agreement entered into on the 3rd day of June, 2021 by and between Grantee and the City (the “**Development Agreement**”).

b. Lake Mtn. Roadway & Utility Easement. Subject to the terms of this Easement Agreement, Grantor does hereby grant and convey unto Grantee for the benefit of the Grantee a non-exclusive easement (the “**Lake Mtn. Roadway and Utility Easement**”) for access, ingress, egress, grading, land disturbance, inspection, performance of maintenance and repair activities, and other site work, on, over, under and through the entire Lake Mtn. Roadway Utility Easement Area for the purpose of accessing and maintaining the Lake Mtn. Roadway & Utility Easement Area (collectively the “**Lake Mtn. Roadway and Utility Construction Activities**”). The Lake Mtn. Roadway and Utility Construction Activities also include, without limitation, (i) Grantee’s ability to construct, install, maintain, and repair portions the future extension of Lake Mountain Road, as required by the City and built in accordance with the terms of the Development Agreement and (ii) Grantee’s ability to construct, install, maintain, and repair underground electric power transmission, distribution, and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables, and other conductors and conduits therefore; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the Lake Mtn. Roadway & Utility Easement Area.

c. Collective Easement Terms. “**Easement Areas**” shall mean both the Roadway Easement Area and the Lake Mtn. Roadway & Utility Easement Area. “**Easements**” shall mean both the Roadway Easement and Lake Mtn. Roadway & Utility Easement. “**Construction Activities**” shall mean both the Roadway Construction Activities and the Lake Mtn. Roadway & Utility Construction Activities.

d. Grantor’s Reservation of Rights. Subject to the provisions of this Easement Agreement, Grantor may use the Easement Areas for any purpose that is not inconsistent with the purposes for which the Easements are granted, provided that Grantor does not unreasonably interfere with Grantee’s use of the Easements, and the Construction Activities. Subject to the foregoing, Grantor reserves the right to grant easements and rights-of-way for public roads and associated utility services (potable water, sewer, natural gas, storm water drainage, telecommunication, and similar public utilities) over, under and

through the Easement Areas. Such reservation to Grantor includes Grantor's right to dedicate in fee some or all of the Grantor's Property for public roads and rights-of-way or other public purposes to the City as may be required (in each such case, a "**Dedication**"). Any such Dedication, public roads, and rights-of-way shall be at such locations and extent as maybe reasonably required for such uses, be located so as not to interfere with or restrict Grantee's use of its Construction Activities and be designed and constructed in consultation with Grantee.

e. No Public Dedication. Nothing contained in this Easement Agreement shall create or shall be deemed to create any easements or use rights in the general public or other public utility nor shall this Easement Agreement constitute a public dedication. However, future public dedication is anticipated under the terms addressed herein.

2. Access.

a. Ingress and Egress. Grantee shall have a right of access along and within the Easement Areas and a right of ingress and egress to and from and along Grantor's Property in such locations as may be reasonably necessary or convenient to carry out the purposes for which the Easements are granted.

b. Fencing. Subject to the terms of this Easement Agreement, Grantor may install fencing on portions of Grantor's Property outside of the Easement Areas, which shall not restrict Grantee's access.

c. Grazing. Grantee understands that the real property owners adjacent to Grantor's Property and Easement Areas allow open range cattle grazing where cattle may wander onto the Easement Areas through no fault of Grantor.

3. **Notice of Commencement of Construction.** Grantee shall give written notice to Grantor at least three (3) days prior to the anticipated commencement date of the development, construction, and installation of the Construction Activities (the "**Notice of Commencement of Construction**").

4. **Consideration.** In exchange for the rights granted hereunder Grantor and Grantee have agreed to the following:

a. Grantor and Grantee shall enter into that certain Lot Transfer Agreement executed in connection and concurrently with this Easement Agreement.

b. Grantor shall dedicate to the City the Roadway Easement Area as further discussed in Section 6.

c. Grantor shall transfer to the City the Lake Mtn. Roadway and Roadway & Utility Easement Area via either a public utility easement, temporary easement for utilities, or something of a similar nature in favor as further discussed in Section 6.

d. A fence runs along the entire southern border of Grantor's Property (the "Fenced Area"). Before Grantee commences the Roadway Construction Activities and other related construction activities, which affects the Fenced Area, Grantee shall either (i) relocate the Fenced Area to a location agreed upon by Grantor or (ii) pay Grantor two dollars (\$2.00) per square foot for the total amount of five (5) strand barbwire fence needed to replace the Fenced Area, which payment shall be made to Grantor not later than thirty (30) days following Grantee's receipt of a demand for payment accompanied by an estimate evidencing Grantor's expenses for the Fenced Area. There may be other portions of Grantor's Property that are fenced, and the foregoing shall apply to any of Grantor's Property which is fenced and that is affected by the Construction Activities.

5. **Expenses.** Grantee shall be responsible, at Grantee's sole cost and expense, for the engineering, design, permitting, excavation, construction, installation, maintenance, and bonding of any and all of the Construction Activities.

6. **Public Dedication & Easement Transfer.** It is mutually agreed and understood that upon the completion of the Roadway Construction Activities and the approval and acceptance of the same by the City, the Roadway Easement Area and all of Grantee's rights, interest, and title in and to the Roadway Construction Activities shall be conveyed and dedicated to the City, and the Parties shall execute any documents reasonably necessary to complete the conveyance and public dedication, subject to the terms of this Easement Agreement. It is further agreed and understood that upon completion of the Lake Mtn. Roadway and Utility Construction Activities and the approval and acceptance of the same by the City, the Lake Mtn. Roadway and Utility Easement Area shall be transferred to the City via a public utility easement, temporary easement for utilities, or something of a similar nature. Grantee shall be responsible for any greenbelt, rollback or farmland assessment taxes related to the Easement Areas that need to be paid in order to complete a dedication and transfer of the Easement Areas to the City.

7. **Inspection.** Grantor shall have the right to inspect the Construction Activities being completed by Grantee throughout the duration of the Easement Agreement, provided that Grantor shall not unduly interfere with or cause the delay of the Construction Activities during the course of any such inspection.

8. **Term and Termination.**

a. **Easement Term.** The term of the Easements and this Easement Agreement (the "Term") shall commence on the Effective Date and immediately expire and terminate upon the earlier to occur of (i) the City's acceptance of a dedication and transfer that encompasses the Easement Areas, whereby the Roadway Easement Area would become a public right of way and the Lake Mtn. Roadway and Utility Easement Area's transfer to the City as part of a public utility easement, temporary easement for utilities, or something of a similar nature; (ii) one (1) year from the date of the Notice of Commencement of Construction, unless extended by Grantor in writing, (which extension shall not exceed two years from the date of the Notice of Commencement); (iii) upon the mutual written agreement of Grantor and Grantee; or (iv) upon an uncured default by Grantee under that certain Lot Transfer Agreement executed in connection with this Easement Agreement. Upon the termination and expiration of the Easements and this Easement Agreement,

Grantee shall without additional consideration execute and deliver to Grantor such further instruments necessary to fully release and terminate the Easements and this Easement Agreement as may be reasonably requested by Grantor.

b. Easement Areas Restoration. Immediately following completion of the Construction Activities, Grantee shall cause to be removed from the Easement Areas all debris, surplus materials, and construction equipment, and shall restore any unimproved surfaces of the Easement Areas to a grade agreed upon by the Parties. If this Easement Agreement is terminated whereupon the Construction Activities are not completed and there is not a dedication or transfer of the Easement Areas, or a portion of, to the City, Grantee at Grantee's sole expense and within thirty (30) days of the termination of this Easement Agreement, shall remove any and all of Grantee's property, debris, surplus materials, and construction equipment from the Easement Areas (if any, as permitted by Grantor) and restore the Easement Areas to a substantially similar condition as the Easement Areas were prior to performing the Construction Activities.

c. Breach. In the event that Grantee breaches any of the covenants or conditions outlined in this Easement Agreement; and Grantee fails to cure any such breach within thirty (30) days following receipt of written notice from Grantor, Grantor shall have the right, at its sole discretion, to (i) terminate this Easement Agreement upon written notice to Grantee or (ii) without further notice, Grantor may cure the breach at Grantee's expense, and Grantee shall reimburse Grantor for the actual expenses incurred by Grantor in effecting such cure, not later than thirty (30) days following Grantee's receipt from Grantor of a demand for payment accompanied by invoices evidencing Grantor's expenses.

9. Maintenance. Grantee shall, at its own cost and expense, keep the Easement Areas in a clean and sanitary condition and shall not commit any nuisance or waste upon the Easement Areas. Grantee shall be responsible for roadway fugitive dust control during its operations. Fugitive dust controls will be implemented by water application and magnesium chloride or similar environmentally safe products.

10. Compliance. Grantee shall obtain any permits and approvals required by local, county, state or federal laws and regulations applicable to the Construction Activities on or about the Easement Areas and shall conduct its operations on the premises in full compliance with such federal, state, and local laws and regulations related to the Construction Activities.

11. Consent. Prior to the commencement of any Construction Activities, Grantee shall obtain any consent and written approval required under applicable law from the utility providers in the immediate vicinity of the Easement Areas and/or who also have a recorded easement in the Easement Areas.

12. Liens. Neither Grantee nor anyone claiming through Grantee shall have the right to file mechanics liens or any other kind of lien on Grantor's Property. Grantee shall take the necessary steps to keep Grantor's Property free of all liens resulting from Grantee's use of Grantor's Property. If Grantee fails to have any such lien canceled or discharged, Grantor may, but shall not be obligated to, pay the claim upon which such lien is based so as to have such lien

released of record; and, if Grantor does so, then Grantee shall pay to Grantor, upon demand, the amount of such claim, plus all other costs and expenses incurred in connection therewith. This Section 12 shall survive the expiration or early termination of this Easement Agreement.

13. Insurance. During the term of this Easement Agreement Grantee shall, at its own cost and expense, maintain the following insurance and amounts set forth below (collectively the “**Insurance Policy**”) covering any accidents arising from the use of the Easement Areas and Construction Activities:

- a. Public Liability. A policy of comprehensive public liability insurance insuring Grantee and Grantor against any liability arising out of the use, occupancy or maintenance of the Easement Areas and all areas appurtenant thereto. Such insurance shall be combined single limit liability and shall be in the amount of not less than One Million Dollars (\$1,000,000.00) for injury or death in any one accident or occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. The limit of any such insurance shall not, however, limit the liability of the Grantee hereunder. Grantee may provide this insurance under a blanket policy, provided the said insurance shall have a Grantor’s protective liability endorsement attached thereto.
- b. Property Insurance. A policy of all-risk property insurance covering the full replacement value of all Grantor’s betterments and improvements located within the Easement Areas including, but not limited to the Construction Activities.
- c. Worker’s Compensation. Workers’ compensation coverage for protection of Grantee’s employees as required by law and employer liability insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence and any and all other labor insurance required by any constituted authority having legal jurisdiction over the area in which Grantee’s work is to be performed.

The Insurance Policy shall list Grantor as an additional insured party. Grantee shall provide to Grantor a current certificate of insurance within thirty (30) days following the Effective Date.

14. Indemnification. Grantee shall protect, defend, indemnify, and hold harmless Grantor from any and all claims, liabilities, damages and expenses, including reasonable attorneys’ fees, from any actual damage to persons or property arising from Grantee’s use and operation of the Construction Activities and entry upon the Easement Areas to perform any work, maintenance, construction, and improvements in connection with the Easements and this Easement Agreement. During the Term of this Easement Agreement, Grantee shall protect, defend, indemnify and hold harmless Grantor from any and all claims, liabilities, damages and expenses, including reasonable attorneys’ fees, from any actual damage to persons or property arising from (i) Grantee’s failure to maintain, operate, and repair the Construction Activities in the Easement Areas so that no Environmental Claim (as defined below) occurs or is threatened with regard to Grantee and its use of the Easement Areas; (ii) any actions, activities, circumstances, conditions, events or incidents by Grantee relating to Hazardous Materials (defined below) that form the basis of any Environmental Claim against Grantee or against any person or entity, including persons or entities whose liability for any such Environmental Claim Grantee has or may have retained or assumed either contractually or by operation of law; and (iii) Grantee’s failure to promptly without notice

or demand from Grantor take all steps and actions necessary or required to remediate and cure any such Environmental Claim.

a. Environmental Claim. The term “**Environmental Claim**” means any and all actions (including investigatory, remedial or enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including punitive damages), expenses (including attorneys’, consultants’ and experts’ fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from or relating to the presence or suspected presence of any Hazardous Materials in, on, under or about the Easement Areas or properties adjacent thereto.

b. Hazardous Materials. The term “**Hazardous Materials**” shall mean any chemical, substance, waste or material that is deemed hazardous, toxic, a pollutant or a contaminant, under any federal, state or local statute, law, ordinance, rule, regulation or judicial or administrative order or decisions, now or hereafter in effect, or that has been shown to have significant adverse effects on human health or the environment. Hazardous Materials shall include substances defined as “hazardous substances”, “hazardous materials”, or “toxic substances” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; in the regulations adopted and publications promulgated pursuant to such laws; and in the Hazardous Materials storage, use or discharge laws, regulations and ordinances of the State of Utah, County of Utah or the City.

15. Notices. All notices and other communications given pursuant to this Easement Agreement shall be in writing and shall be (a) mailed by first class, United States mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address listed below, (b) hand delivered to the intended addressee, (c) transmitted by electronic mail transmission or (d) sent by nationally recognized overnight courier. Notice sent by certified mail, postage prepaid, shall be effective three (3) business days after being deposited in the United States mail; all other notices shall be effective upon delivery to the address of the addressee. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision:

If to Grantor:	Monte Vista Ranch, L.C. Lake Mountain Development, LLC 1754 E Cedar Trails Way Eagle Mountain, Utah 84005 Attention: Tiffany Walden Electronic Mail: waldentiffany@gmail.com With a copy to: christine@eaglemountainutah.com
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If to Grantee: Scarlet Ridge Partners, LLC
 13504 S 7530 W
 Herriman, UT 84065
 Attention: Joseph Darger
 Electronic Mail: sbssupply@gmail.com

16. Amendment; Severability. No agreement, representation or inducement shall be effective to change, modify or terminate this Easement Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. If any term or provision of this Easement Agreement or any application thereof shall be unenforceable, the remainder of this Easement Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties acknowledge and agree that this Easement Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Easement Agreement shall not, in any dispute over the terms of this Easement Agreement, cause this Easement Agreement to be interpreted against such Party.

17. Waivers. Neither Party may waive any condition or breach of any representation, term, obligation or covenant of this Easement Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. No such waiver shall be deemed to be a waiver of any other condition or breach or subsequent breach of the same or any other representation, term, obligation or covenant of this Easement Agreement.

18. Governing Law. This Easement Agreement is made and executed under and in all respects is to be governed and construed by the laws of the State of Utah.

19. Interpretation. The section headings of this Easement Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Easement Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Easement Agreement. The use in this Easement Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

20. Counterparts. This Easement Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such

counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Easement Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

21. Further Assurances. The Parties shall, without further consideration, execute such other documents and perform such other acts, including the execution of additional easement agreements, as may be reasonably necessary to carry out the purposes of this Easement Agreement.

22. Attorneys' Fees; Litigation. If any action is brought by either Party against the other Party, relating to or arising out of this Easement Agreement or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 22 shall survive the termination of the Easement and this Easement Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

23. No Agency. Nothing in this Easement Agreement shall be deemed or construed by any person or entity to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between Grantor and Grantee or any other person or entity.

24. Covenants to Run with Land. The restrictions contained herein shall be construed as covenants and not as conditions, and any violation of said covenants shall not result in a forfeiture or reversion of the Easements, which shall run with the Easement Areas, bind every person having any fee, leasehold or other interest therein and inure to the benefit of Grantor's Property and the Grantee and their respective successors, assigns, heirs and personal representatives.

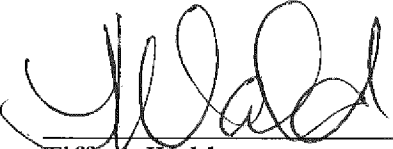
[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, the Parties have caused this Easement Agreement to be executed as of the Effective Date.

GRANTOR:

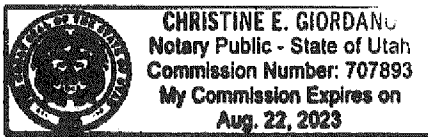
MONTE VISTA RANCH, L.C.,
a Utah limited liability company

By: MVR Management, LLC,
a Utah limited liability company
its Manager

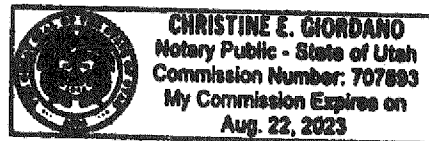
By: 
Name: Tiffany Walden
Title: Manager

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 13 day of July 2021, personally appeared before me, Tiffany Walden, the Manager of MVR Management, LLC, the Manager of Monte Vista Ranch, L.C., the signer of the within instrument, who duly acknowledged to me that she executed the same.

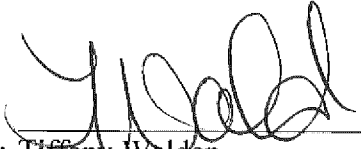



Notary Public



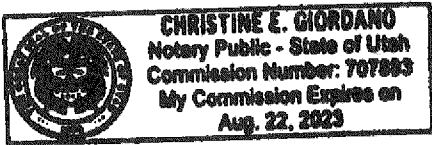
GRANTOR:

LAKE MOUNTAIN DEVELOPMENT, LLC
a Utah limited liability company

By: 
Name: Tiffany Walden
Title: Manager

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

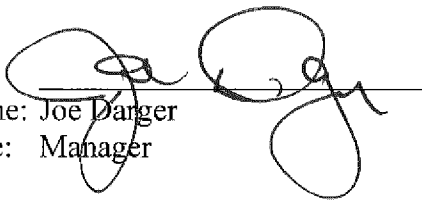
On this 13 day of July 2021, personally appeared before me, Tiffany Walden, the Manager of Lake Mountain Development, LLC, the signer of the within instrument, who duly acknowledged to me that she executed the same.




Notary Public


GRANTEE:

SCARLET RIDGE PARTNERS, LLC
a Utah limited liability company,

By: 
Name: Joe Darger
Title: Manager

STATE OF UTAH)
) :ss
COUNTY OF Utah)

On this 13 day of July 2021, personally appeared before me, Joe Darger, the Manager of Scarlet Ridge Partners, LLC., the signer of the within instrument, who duly acknowledged to me that he executed the same.


Notary Public

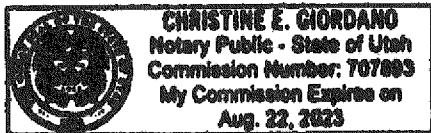


EXHIBIT A**GRANTOR'S PROPERTY**

That certain real property located in Utah County, Utah, more particularly described as follows:

Utah County Parcel Number: 59-018-0015

Legal Description: COM S 1.2 FT & E 879.68 FT FR S 1/4 COR. SEC. 18, T6S, R1W, SLB&M.; N 3 DEG 7' 31" E 1089.63 FT; N 2 DEG 7' 48" E 449.85 FT; E 1677.17 FT; E 33.83 FT; S 1 DEG 15' 29" W 770.19 FT; W 1726.92 FT; S 385 FT; E 1710 FT; E 8.46 FT; S 1 DEG 15' 29" W 385.08 FT; N 89 DEG 55' 14" W 1753.31 FT TO BEG. AREA 45.867 AC.

Utah County Parcel Number: 59-017-0004

Legal Description: COM N 385 FT FR SW COR. SEC. 17, T6S, R1W, SLB&M.; E 3960 FT; N 385 FT; W 5670 FT; S 385 FT; E 1710 FT TO BEG. AREA 50.114 AC.

Utah County Parcel Number: 59-017-0005

Legal Description: COM N 1540 FT FR SW COR. SEC. 17, T6S, R1W, SLB&M.; W 1710 FT; N 385 FT; E 5670 FT; S 385 FT; W 3960 FT TO BEG. AREA 50.114 AC.

Utah County Parcel Number: 59-019-0008

Legal Description: COM AT N 1/4 COR. SEC. 19, T6S, R1W, SLB&M.; S 0 DEG 11' 17" W 1918.8 FT; W 76.21 FT; N 25 FT; W 50 FT; S 50 FT; E 50 FT; N 24.99 FT; E 76.21 FT; S 0 DEG 11' 17" W 747.04 FT; S 0 DEG 11' 17" W 1334.25 FT; N 89 DEG 52' 17" W 1320.68 FT; S 0 DEG 16' 20" W 1333.42 FT; N 89 DEG 50' 6" W 1322.64 FT; N 0 DEG 21' 24" E 2060.53 FT; S 88 DEG 55' 5" E 2240.46 FT; N 3 DEG 11' 17" E 3313.97 FT; S 89 DEG 55' 21" E 225.58 FT TO BEG. AREA 106.936 AC.

Utah County Parcel Number: 59-018-0041

Legal Description: COM N 5285.69 FT & E 1155.66 FT FR S 1/4 COR. SEC. 18, T6S, R1W, SLB&M.; S 89 DEG 39' 49" E 362.16 FT; ALONG A CURVE TO R (CHORD BEARS: S 78 DEG 0' 14" E 1212.59 FT, RADIUS = 3000 FT); N 0 DEG 20' 11" E 93 FT; N 0 DEG 20' 11" E 7.41 FT; ALONG A CURVE TO R (CHORD BEARS: S 66 DEG 28' 51" E 44.93 FT, RADIUS = 3046.5 FT); S 1 DEG 16' 0" W 2458.83 FT; S 1 DEG 15' 29" W 734.71 FT; W 1705.14 FT; N 2 DEG 7' 48" E 295.09 FT; S 87 DEG 43' 59" E 50.78 FT; N 2 DEG 22' 22" E 2265.82 FT; ALONG A CURVE TO L (CHORD BEARS: N 1 DEG 38' 5" E 51.78 FT, RADIUS = 2010 FT); N 0 DEG 53' 48" E 404.37 FT; ALONG A CURVE TO L (CHORD BEARS: N 3 DEG 51' 32" E 71.32 FT, RADIUS = 690 FT); N 6 DEG 49' 16" E 100.41 FT; ALONG A CURVE TO L (CHORD BEARS: N 3 DEG 33' 21" E 80.88 FT, RADIUS = 710 FT); N 0 DEG 17' 27" E 99.96 FT TO BEG. AREA 123.193 AC.

EXHIBIT B

GRANTEE'S PROPERTY

Utah County Parcel Numbers: 59-019-0004 and 59-019-0005

Legal Description: THE EAST ½ OF THE EAST ½ OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (TAX ID NOS. 59:019:0004 AND 59:019:0005) AS RECORDED IN THE RECORDER'S OFFICE, UTAH COUNTY, STATE OF UTAH.

EASEMENT C

ROADWAY EASEMENT AREA & MAPS

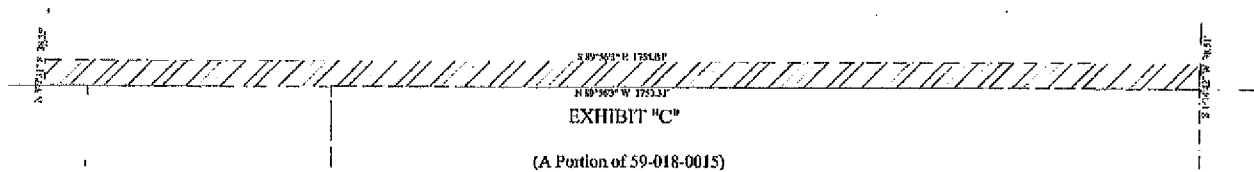
Utah County Parcel Number: a portion of 59-018-0015

Legal Description: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 89°56'03" WEST ALONG SECTION LINE 1753.31 FEET; THENCE NORTH 3°07'31" EAST 38.55 FEET; THENCE SOUTH 89°56'03" EAST 1752.04 FEET; THENCE SOUTH 01°14'42" WEST ALONG SECTION LINE 38.51 FEET TO THE POINT OF BEGINNING.

AREA = 67,469 S.F. OR 1.5489 ACRES, MORE OR LESS

BASIS OF BEARING = UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE



Utah County Parcel Number: a portion of 59-019-0008

Legal Description: BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 0°10'42" WEST ALONG QUARTER SECTION LINE 103.50 FEET; THENCE NORTH 89°09'35" WEST 230.88 FEET; THENCE NORTH 3°11'17" EAST 100.66 FEET; THENCE SOUTH 89°54'05" EAST ALONG SECTION LINE 225.58 FEET TO THE POINT OF BEGINNING.

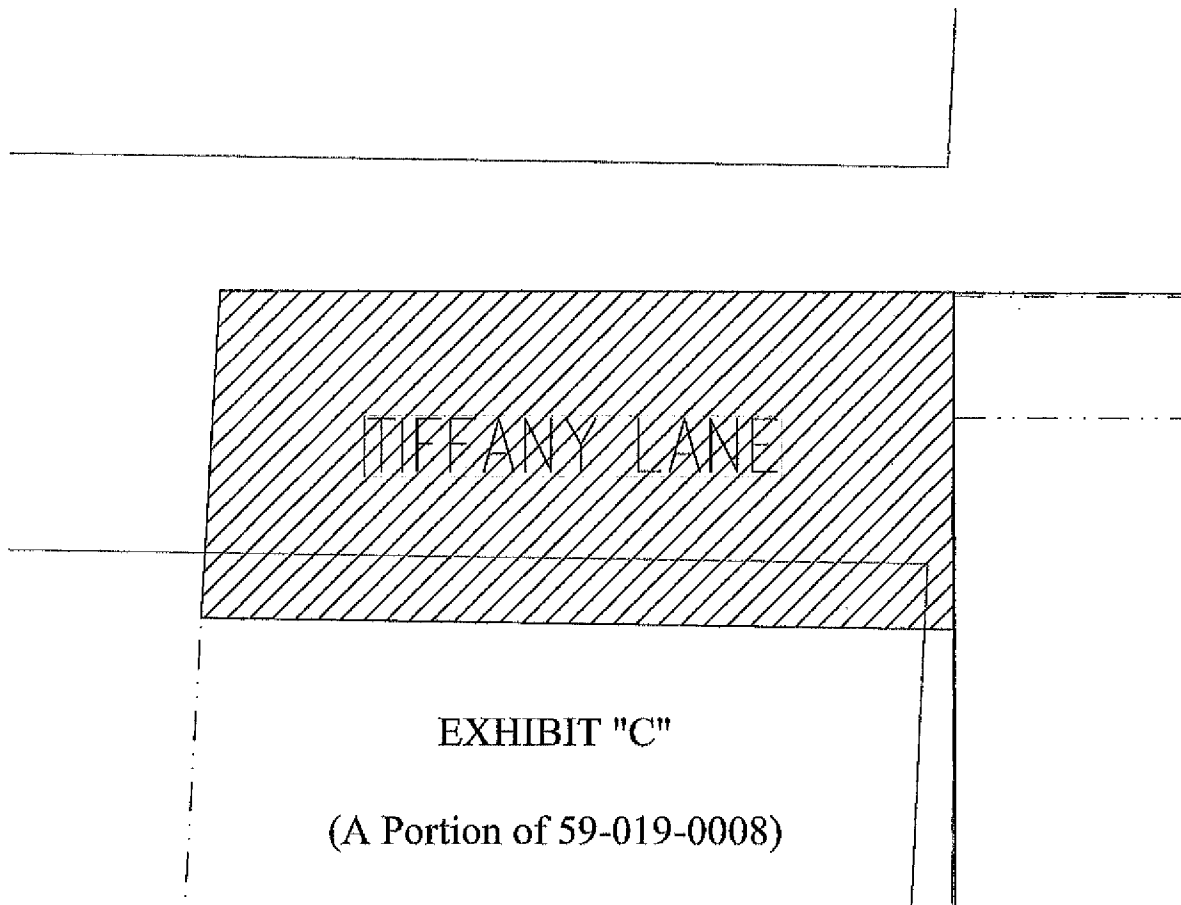


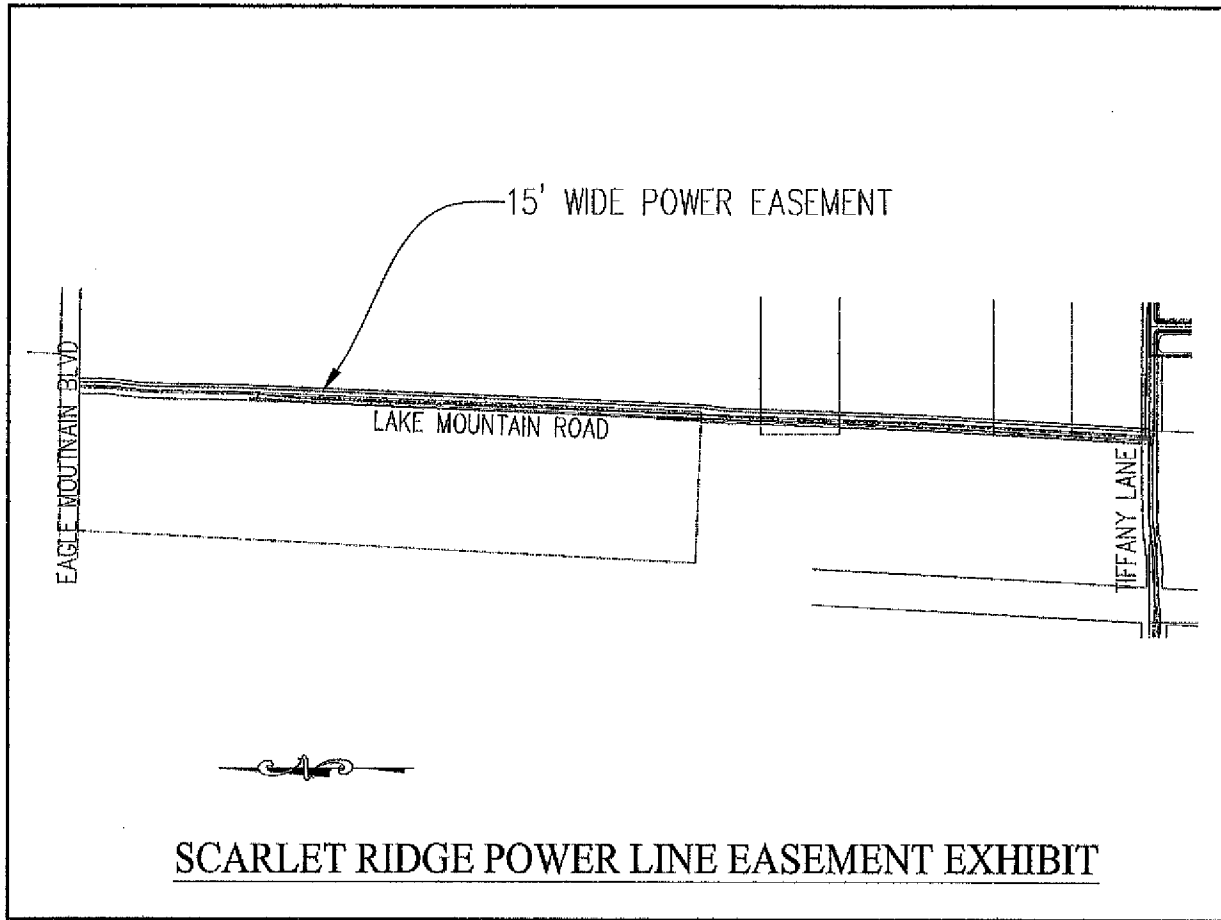
EXHIBIT D**LAKE MTN. ROADWAY & UTILITY EASEMENT AREA AND MAPS**

Utah County Parcel Number: portions of 59-018-0041; 59-017-0005; 59-018-0015; and 59-017-0004;

Legal Description: BEGINNING AT A POINT located North 89°56'03" West along the section line 956.90 feet and North 38.50 feet from the North quarter corner of Section 19, Township 6 South, Range 1 West, Salt Lake Base and Meridian;

thence N 89°56'03" W, a distance of 15.02 feet; thence N 03°07'31" E, a distance of 1,048.20 feet; thence N 02°07'48" E, a distance of 1,003.46 feet; thence along the arc of a 120.00 foot curve to the right through a central angle of 05°22'47" for 11.27 feet (chord bears N 04°49'11" E 11.26 feet); thence N 07°30'35" E, a distance of 100.02 feet; thence along the arc of a 180.00 foot curve to the left through a central angle of 05°08'13" for 16.14 feet (chord bears N 04°56'28" E 16.13 feet); thence N 02°22'22" E, a distance of 216.76 feet; thence N 02°22'27" E, a distance of 2,049.08 feet; thence along the arc of a 2,030.00 foot curve to the left through a central angle of 01°28'34" for 52.30 feet (chord bears N 01°38'05" E 52.29 feet); thence N 00°53'48" E, a distance of 404.37 feet; thence along the arc of a 670.00 foot curve to the right through a central angle of 05°55'28" for 69.28 feet (chord bears N 03°51'32" E 69.25 feet); thence N 06°49'16" E, a distance of 100.41 feet; thence along the arc of a 730.00 foot curve to the left through a central angle of 03°35'25" for 45.74 feet (chord bears N 05°01'34" E 45.73 feet); thence continue Northerly along said curve through a central angle of 02°56'25", a distance of 37.46 feet; thence N 00°17'27" E, a distance of 100.02 feet; thence S 89°39'49" E, a distance of 15.00 feet; thence S 00°17'27" W, a distance of 100.01 feet; thence along the arc of a 745.00 foot curve to the right through a central angle of 02°56'25" for 38.23 feet (chord bears S 01°45'39" W 38.23 feet); thence continue Southerly along said curve through a central angle of 03°35'25", a distance of 46.68 feet; thence S 06°49'16" W, a distance of 100.41 feet; thence along the arc of a 655.00 foot curve to the left through a central angle of 05°55'28" for 67.73 feet (chord bears S 03°51'32" W 67.70 feet); thence S 00°53'48" W, a distance of 404.37 feet; thence along the arc of a 2,045.00 foot curve to the right through a central angle of 01°28'34" for 52.68 feet (chord bears S 01°38'05" W 52.68 feet); thence S 02°22'27" W, a distance of 2,049.08 feet; thence S 02°22'22" W, a distance of 216.76 feet; thence along the arc of a 195.00 foot curve to the right through a central angle of 05°08'13" for 17.48 feet (chord bears S 04°56'28" W 17.48 feet); thence S 07°30'35" W, a distance of 100.02 feet; thence along the arc of a 105.00 foot curve to the left through a central angle of 05°22'47" for 9.86 feet (chord bears S 04°49'11" W 9.86 feet); thence S 02°07'48" W, a distance of 1,003.59 feet; thence S 03°07'31" W, a distance of 1,047.53 feet to the POINT OF BEGINNING.

Containing 78,817 square feet or 1.8094 acres, more or less.



Utah County Parcel Number: portions of 59-018-0041; 59-017-0005; 59-018-0015; and 59-017-0004;

Legal Description: BEGINNING AT A POINT LOCATED SOUTH 89°56'03" EAST ALONG SECTION LINE 900.92 FEET AND NORTH 38.50 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 3°02'00" EAST 1134.55 FEET; THENCE NORTH 2°09'09" EAST 1045.69 FEET; THENCE SOUTH 87°43'59" EAST 30.00 FEET; THENCE SOUTH 2°09'09" WEST 1045.86 FEET; THENCE SOUTH 3°02'00" WEST 1133.23 FEET; THENCE NORTH 89°56'03" WEST 30.04 FEET TO THE POINT OF BEGINNING.

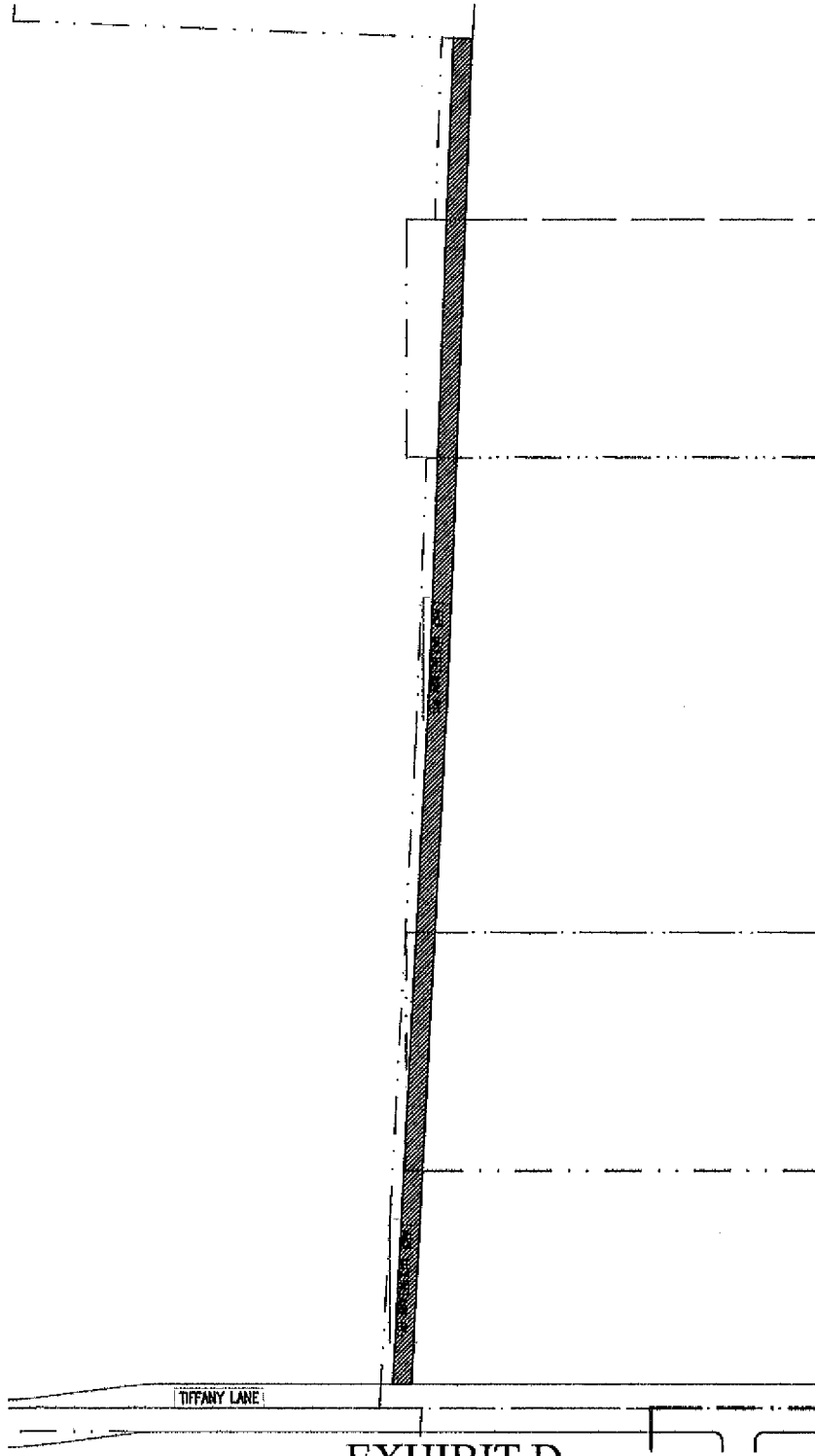


EXHIBIT D