

When recorded, return to:

Saratoga Partners
10500 So. 1300 West
So. Jordan UT. 84095

EASEMENT

This Indenture is made and entered into as of the 27th day of December, 2006, by and between SARATOGA PARTNERS 1, LLC., a Utah Limited Liability Corporation ("Saratoga Partners), Troy and Joanna Sargent, individuals ("Sargent") and SERGEANT COURT HOMEOWNERS ASSOCIATION, INC., a Utah non-profit corporation ("Homeowners").

RECITALS:

A. Saratoga Partners and Sargent are the fee-title owners of that certain real property situated in Utah County, Utah (hereinafter referred to as the "Business Owner's Parcel"), more particularly described on Exhibit "A," attached hereto and incorporated herein by reference.

B. Homeowners is the fee-title owner of that certain parcel of real property situated in Utah County, Utah (hereinafter referred to as the "Homeowners Parcel"), more fully described on Exhibit "B," attached hereto and incorporated herein by reference.

C. The real properties owned by the parties are contiguous to each other, with each of the properties being held respectively for the development of a planned unit development and with the common areas being owned by the respective owners' associations.

D. Part of the Saratoga Partners and Sargent's Parcel is a road giving access for ingress and egress for their property, as well as providing access to the Homeowners Parcel. Saratoga Partners and Sargent are willing to create and grant to Homeowners an easement and rights of way for the benefit of the Homeowners Parcel and its owners, tenants, guests and invitees over, under and across that portion of real property (the "Easement Parcel"), described on Exhibit "C," attached hereto and incorporated herein by reference.

E. In connection with the granting of this easement, and as partial consideration for the covenants and agreements contained herein, Homeowners is agreeable to pay one-half of the costs and expenses of repairing, maintaining and providing snow removal costs with regard to the road across the Easement Parcel

NOW, THEREFORE, in consideration of the covenants contained in this Easement Agreement and other good and valuable consideration, receipt of which is acknowledged, the following grants, agreements, covenants and restrictions are made:

1. RECITALS PART OF AGREEMENT

The recitals are a material part of this Agreement and are incorporated as a part of this Agreement.

2. EASEMENT FOR INGRESS AND EGRESS

Saratoga Partners and Sargent grants and conveys to Homeowners, for the use and benefit of the owners of the Homeowners Parcel and for their tenants, invitees, guests, and successors and assigns, a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress on and over the Easement Parcel to and from the Homeowners Parcel.

3. MAINTENANCE

Saratoga Partners shall be responsible for payment of all costs and expenses incurred in the installation and paving of the road over the Easement Parcel. Thereafter the Owner's Association representing the Saratoga Partner and Sargent parcels, and Homeowners shall each be responsible to pay one-half (1/2) of all costs and expenses for repair, maintenance and snow removal on that road.

4. COVENANTS RUNNING WITH LAND

The rights and obligations contained within this Agreement shall run with the land, and shall inure to and be for the benefit of, and shall be binding upon, each of the parties hereto and their successors and assigns, and the tenants, sub-tenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of such persons.

5. CONSTRUCTION

The rule of strict construction does not apply to this Agreement. The language creating the easements and the covenants, undertakings and agreements in this Agreement shall be given a reasonable construction so that the intention of the parties to convey usable rights of use and enjoyment to the parties hereto and to their respective successors and assigns is carried out.

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

SARATOGA PARTNERS 1, LLC

SARATOGA PARTNERS 1, LLC
A Utah Limited Liability Company

By: Dixsons L.L.C.

By: [Signature]
Garn H. McMullin, Manager

By: [Signature]
Richard D. McMullin, Manager

Its: [Signature]
By: Dix H. McMullin, Manager

TROY AND JOANNA SARGENT

x [Signature]
Troy Sargent, D.D.
x [Signature]
Joanna R. Sargent

HOMEOWNERS

SERGEANT COURT HOMEOWNERS
ASSOCIATION, INC.
A Utah Non-Profit Corporation

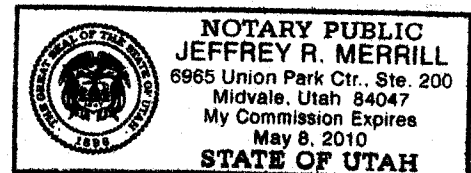
By: [Signature]
Its: President

STATE OF Utah)
: ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 2nd day of January, 2007, by Garn H. McMullin, Richard D. McMullin, Dix H. McMullin Managers of SARATOGA PARTNERS 1, LLC., who represented under oath that he/she executed the same pursuant to valid authority.

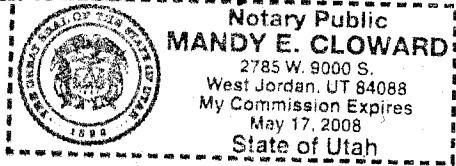
[Signature]
Notary Public
Residing at: Midvale UT

My commission expires: May 8, 2010



STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 27th day of December 2006, by Sharon Endlischke the President of SERGEANT COURT HOMEOWNERS ASSOCIATION, INC., who represented under oath that he/she executed the same pursuant to valid authority.



Mandy E. Cloward
Notary Public
Residing at: West Jordan, UT.

My commission expires: May 17, 2008

TATE OF UTAH)
 : ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 29 day of Dec, 2006, by TROY and JOANNA SARGENT who represented under oath that he/she executed the same pursuant to valid authority.

Ted A. Stromness
Notary Public
Residing at: St. George, Utah

My commission expires: 3-8-2009

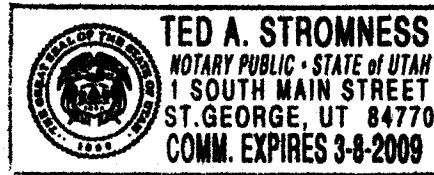


EXHIBIT "A"

Business Owner's Parcel

PHASE 1 BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, IN UTAH COUNTY, UTAH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING IN THE WESTERLY RIGHT OF WAY LINE OF THE UTAH STATE HIGHWAY NO. 68, AT A POINT 199.40 FEET WEST ALONG THE SECTION LINE FROM THE CALCULATED SOUTH QUARTER CORNER OF SAID SECTION 11, SAID POINT IS ALSO 2466.77 FEET EAST ALONG SAID SECTION LINE FROM THE UTAH COUNTY BRASS CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 11, AND RUNNING THENCE WEST 241.15 FEET ALONG SAID SECTION LINE; THENCE NORTH 84.58 FEET; THENCE WEST 54.62 FEET; THENCE NORTH 23.50 FEET; THENCE WEST 37.77 FEET; THENCE N.47°43'24"W. 3.98 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 46.00 FEET AND DELTA ANGLE OF 41°06'09" (CHORD BEARS N.20°33'04"E. 32.30 FEET); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 33.00 FEET; THENCE NORTH 101.78 FEET; THENCE WEST 85.00 FEET; THENCE NORTH 162.00 FEET; THENCE EAST 85.00 FEET; THENCE NORTH 59.33 FEET TO THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 46.00 FEET AND DELTA ANGLE OF 66°35'44" (CHORD BEARS N.33°17'52"W. 50.51 FEET); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 53.47 FEET; THENCE NORTH 98.78 FEET; THENCE EAST 227.94 FEET ALONG A LINE PARALLEL WITH SAID SECTION LINE TO SAID WESTERLY RIGHT OF WAY LINE; THENCE S.11°40'00"E. 617.87 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 168,125 SQUARE FEET OR 3.860 ACRES IN AREA, MORE OR LESS.

EXHIBIT "B"

Homeowners Parcel

PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN UTAH COUNTY, UTAH, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING IN THE WESTERLY RIGHT OF WAY LINE OF THE UTAH STATE HIGHWAY NO. 68, AT A POINT 199.40 FEET WEST ALONG THE SECTION LINE FROM THE CALCULATED SOUTH QUARTER CORNER OF SAID SECTION 11, SAID POINT IS ALSO 2466.77 FEET EAST ALONG SAID SECTION LINE FROM THE UTAH COUNTY BRASS CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 11, AND RUNNING THENCE WEST 1140.15 FEET ALONG SAID SECTION LINE; THENCE NORTH 29°35'00" EAST 695.82 FEET; THENCE EAST 671.69 FEET ALONG A LINE PARALLEL WITH SAID SECTION LINE TO SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 11°40'00" EAST 617.87 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

BEING THE PROPOSED PLAT OF SARGENT COURT P.U.D.

PARCEL IDENTIFICATION NO'S. 58-023-0019, 58-023-0022 and 58-023-0023.

EXHIBIT "C"

Easement Parcel

Sergeant Court Drive as defined on the recorded plat