

WHEN RECORDED, MAIL TO:

Paul M. Durham, Esq.
DURHAM JONES & PINEGAR
111 E. Broadway, Suite 900
Salt Lake City, Utah 84111

AMENDMENT TO

DECLARATION AND GRANT OF EASEMENT

This Amendment to Declaration and Grant of Easement (this "*Amendment*") is made as of the 23 day of July, 2007, by and between UTAH HOME BUILDING COMPANY, a Utah corporation ("*Grantor*"), whose address is 4682 South 150 West, Murray, Utah 84107, and THE HOMESTEAD, INC., a Utah corporation ("*Grantee*"), whose address is 700 N. Homestead Drive, Midway, Utah 84049, to amend that certain Declaration and Grant of Easement ("*Declaration and Grant*") entered into as of December 29, 2005, by and between Grantor, Grantee and Fox Point, LLC, a Utah limited liability company, recorded January 11, 2006, as Entry No. 295086 at Book 0821, Page 0117-0128 of the official records of the office of the county recorder for Wasatch County, State of Utah. Capitalized words herein shall have the same meaning as set forth in the Declaration and Grant.

RECITALS

WHEREAS, in the Declaration and Grant, Grantor granted to Grantee and to Fox Point, LLC an easement upon, over and across the road or roads (the "*New Roads*" or the "*Easement Property*") to be built upon that certain real property owned by Grantor and located in Wasatch County, State of Utah, as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "*Grantor Property*");

WHEREAS, in the Declaration and Grant, the Easement with respect to the New Roads was for the purpose of providing Grantee and others, as described therein, with non-exclusive access over and across the New Roads to and from that certain real property of Grantee (the "*Grantee Property*") located to the ~~North~~ of the Grantor Property, beginning at the access point (the "*Access Point*") described in Exhibit "B" attached hereto and incorporated herein;

WHEREAS, FOX POINT, LLC, a Utah limited liability company, has released and abandoned all of its rights under the Declaration and Grant as provided in that certain Release and Abandonment of Easement, recorded on January 11, 2006, as Entry No. 295087 at Book 0821, Page 0129-0135 of the official records of the office of the county recorder for

Wasatch County, State of Utah; and

WHEREAS, the parties hereto desire to amend the Declaration and Grant as provided hereinafter and capitalized terms herein shall have the same meaning as in the Declaration and Grant.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this agreement, as well as the mutual benefits to be derived herefrom and TEN AND NO/100 DOLLARS (\$10.00) paid by Grantee and received this day by Grantor and other good and valuable consideration, Grantor and Grantee agree as follows:

A. Paragraph 1 of the Declaration and Grant is hereby amended by deleting the existing paragraph 1 and replacing it with the following new paragraph 1, including subparagraphs 1.a. through 1.e. below:

1. Grantor hereby grants and conveys to Grantee a nonexclusive easement and right of way (the "*Easement*") for vehicular access upon, over and across the Easement Property to utilize the New Roads solely as follows:

a. The Easement is for the benefit of the Grantee as owner of the five (5) lots (the "*Five Lots*") developed or to be developed by Grantee which are located to the east of the hole No. 10 green on the Homestead Golf Course and the subsequent owners of the Five Lots and their respective successors and assigns, employees, tenants, guests, permittees, representatives, agents, and invitees.

b. Currently, there is a barrier located at the Access Point. Grantee may, in its discretion, relocate the barrier to a different location to allow for free access to and from the Five Lots over and across the Easement by the persons identified in paragraph 1.a. above. When the barrier is relocated, Grantor and Grantee shall mutually agree upon the type of crash barrier to be used to prevent access to the Easement by persons not authorized by paragraph 1.a. above. Notwithstanding the foregoing, Grantee and emergency vehicles shall have an easement and right of way from Grantee's Property through the crash barrier and over and across the Easement for emergency purposes, and the crash barrier shall be designed and constructed to allow such access.

c. Grantee hereby grants and conveys to Grantor, its successors and assigns, a nonexclusive easement and right of way ("*Counter Easement*") for vehicular access upon, over and across that portion of Grantee's Property consisting of a road and located between the crash barrier and the Access Point ("*Grantee's Road*") solely for emergency vehicular access upon, over and across Grantee's Road. The Counter Easement shall be for the benefit of Grantor, as owner of the Grantor's Property, and its successors and assigns as owners of the Grantor's Property, and their respective employees, tenants, guests, permittees, representatives, agents, invitees and emergency vehicles solely for the purpose of

emergency access and turnaround as may be required by the City of Midway to and from the Grantor's Property.

d. With respect to the Easement described in paragraph 1.a. and 1.b. above, and notwithstanding the earlier recordation of this Amendment, the Easement, as modified by this Amendment, will only become effective and Grantee may only begin to use the Easement for the uses described herein once Grantor has completed construction of the New Roads. Grantee shall have no obligation at any time for the costs of design, construction or maintenance of the New Roads.

e. With respect to the Counter Easement described in paragraph 1.c. above, and notwithstanding the earlier recordation of this Amendment, the Counter Easement will only become effective and Grantor may only begin to use the Counter Easement for the uses described herein when Grantee has completed construction of the relocated crash barrier and Grantee has completed construction of the Grantee's Road. Grantor shall have no obligation at any time for the costs of design, construction or maintenance of the Grantee's Road.

B. In all other respects, except as modified by this Amendment, the Declaration and Grant shall remain in full force and effect.

IN WITNESS WHEREOF Grantor and Grantee hereby enter into this Declaration and Grant effective as of the date first indicated above.

GRANTOR:


UTAH HOME BUILDING COMPANY,
a Utah corporation

By: 
Its: _____

DATE: 18th day of July, 2007

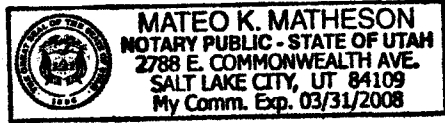
GRANTEE:

THE HOMESTEAD, INC.
a Utah corporation



DATE: 23 day of July, 2007.

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



The foregoing instrument was acknowledged before me this 18 day of July, 2007, by Jeff Peterson, the President of Utah Home Building Company, a Utah corporation.

Mateo K. Matheson
Notary Public

STATE OF Utah)
COUNTY OF Wasatch : ss.

The foregoing instrument was acknowledged before me this 23 day of July, 2007, by Brian Mathwick, the President of The Homestead, Inc., a Utah corporation.

Jennifer Lyn Sweat
Notary Public

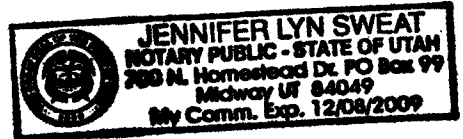


EXHIBIT "A"

Description of Grantor Property

Property located in Wasatch County, Utah, more particularly described as follows:

LINKS AT THE HOMESTEAD P.U.D.
BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 214.49 FEET AND EAST 1053.51 FEET FROM THE FOUND BRASS MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

THENCE SOUTH 89°58'24" EAST 313.50 FEET;
THENCE SOUTH 00°49'36" WEST 78.38 FEET;
THENCE SOUTH 89°58'24" EAST 560.99 FEET;
THENCE NORTH 87°39'07" EAST 129.07 FEET;
THENCE NORTH 09°20'30" EAST 895.18 FEET;
THENCE NORTH 212.68 FEET;
THENCE EAST 197.77 FEET;
THENCE SOUTH 699.74 FEET;
THENCE SOUTH 29°15'03" WEST 325.39 FEET;
THENCE SOUTH 09°01'36" WEST 408.50 FEET;
THENCE NORTH 86°58'36" EAST 277.55 FEET;
THENCE SOUTH 03°01'30" EAST 205.30 FEET;
THENCE SOUTH 04°23'23" WEST 120.41 FEET;
THENCE SOUTH 58°08'58" WEST 458.40 FEET;
THENCE NORTH 68°55'56" WEST 292.29 FEET;
THENCE NORTH 68°34'46" WEST 560.39 FEET;
THENCE SOUTH 89°00'36" WEST 234.77 FEET;
THENCE NORTH 01°38'04" EAST 611.49 FEET TO THE POINT OF BEGINNING.

CONTAINS: 26.14 AC

Subject to all restrictions, reservations and other conditions of record as may be disclosed by a record examination of the title.

EXHIBIT "B"

Description Access Point to Grantee's Property

Property located in Wasatch County, Utah, more particularly described as follows:

Links at The Homestead P.U.D.
The Homestead Inc. Point of Access Description

Access point is East 229.04 feet aSouth 572.56 feet from the found brass monument for the Southwest corner of Section 27, Township 3 South, Range 4 East, Salt Lake Base and Meridian.

Said point being along the Northern property of the Links at The Homestead P.U.D. and the centerline of Fairway Drive.

Subject to all restrictions, reservations and other conditions of record as may be disclosed by a record examination of the title.

