

WHEN RECORDED, RETURN TO

Wade R. Budge
SNELL & WILMER L.L.P.
Gateway Tower West
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101

NCS- 514469

SPACE ABOVE THIS LINE FOR USE BY THE RECORDER

Affecting Serial Nos. OWC-1434-1-003-045
OWC-1441-0-003-045
Parcel Nos. 00-0014-1742
00-0008-9461

RECIPROCAL EASEMENTS AGREEMENT

THIS RECIPROCAL EASEMENTS AGREEMENT (the "Agreement") is made as of December ^{14th} 2012 by and among **DEBTOR-IN-POSSESSION CROSSINGS AT LAKE CREEK 10, LLC**, a Utah limited liability company ("Crossings 10"), **TLC INVESTMENT ENTERPRISES, L.L.C.**, a Utah limited liability company ("TLC"), and **ATC REALTY ONE, LLC**, a Delaware limited liability company ("ATC"). The foregoing are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. TLC is fee owner of certain real property, containing approximately 89.50 acres, located in Wasatch County, Utah (the "TLC Property") which is more particularly described on **Exhibit A** attached hereto.

B. ATC is fee owner of that certain real property, containing approximately 14.70 acres, located in Wasatch County, State of Utah (the "ATC Property"), which is more particularly described on **Exhibit B** attached hereto.

C. Crossings 10 will remain fee owner of certain property containing approximately 5.68 acres (the "Crossings 10 Property"), which is more particularly described and depicted in **Exhibit C**, attached hereto.

D. Crossings 10 has agreed, in accordance with a Settlement Agreement dated April 11, 2012, to which Crossings 10 is a party, to obtain from TLC an access easement (the "ATC Easement") and to convey the ATC Easement and the ATC Property to Wells Fargo Bank N.A. ("Wells"). Wells has assigned its right to obtain the ATC Property and the ATC Easement to ATC. The ATC Easement is more particularly described and depicted on **Exhibits D** and **E** attached hereto.

E. By this Agreement, ATC has agreed to grant a reciprocal access easement (the "Crossings Easement") to TLC, or its assigns, over the ATC Property, as further described below.

F. The below grants, stipulations and restrictions confirm the agreement and understandings with respect to the ownership and use of the ATC Easement and the Crossings Easement.

AGREEMENT AND GRANT

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Reciprocal Easements.** Crossings 10 and TLC hereby grant to ATC, its successors and assigns, a non-exclusive right of access and easement over the ATC Easement in the area defined in **Exhibit D** and depicted on **Exhibit E**. Crossings 10 and TLC represent to ATC that, subject to the Deed of Trust dated June 1, 2005 and recorded that same day as Entry No. 283829, Bk 0759, Pgs., 0010-0018 in the records of the Wasatch County Recorder, the ATC Easement burdens the TLC Property, benefits the ATC Property, and provides non-exclusive ingress and egress from the ATC Property to the public road identified as Country Cottage Road in The Crossings at Lake Creek Phase No. 14 subdivision (“**Phase 14 Subdivision**”) over the TLC Property. ATC hereby grants to Crossings 10 and TLC, or their assigns, a non-exclusive right of access and easement over the Crossings Easement, for the benefit of the Crossings 10 Property and the TLC Property, in the area defined in **Exhibit D** and depicted on **Exhibit E**. ATC represents to Crossings 10 and TLC that the Crossings Easement burdens the ATC Property, benefits the Crossings 10 Property and TLC Property, and provides non-exclusive ingress and egress from the TLC Property to the public road identified as Old Farm Road in The Crossings at Lake Creek Phase No. 7a and 8a subdivision.

2. **Location, Width, Relocation, and Duration of Easement.**

- (a) **Location and Width.** The ATC Easement and Crossings Easement are generally depicted on the attached **Exhibit E** and are legally described on **Exhibit D**. The width of ATC Easement #1 is sixty (60) feet and the width of ATC Easement #2 is seventy-five (75) feet. The width of the Crossings Easement is seventy-five (75) feet. The ATC Easement is located on the TLC Property and the Crossings Easement is located on the ATC Property.
- (b) **Utilities Easements.** ATC grants to Crossings 10 a utility easement over that portion of the ATC Property depicted and described in **Exhibit F** for the purpose of completing and maintaining a sewer and storm drain system for the benefit of the Crossings 10 Property. TLC grants to ATC a utility easement over that portion of the TLC Property necessary to complete and maintain the storm drain system for the benefit of the ATC Property as currently contemplated by existing drainage plans of the Crossings at Lake Creek project but in no event shall such storm drain easement continue north beyond the retention pond depicted in **Exhibit F** nor shall such a utility easement interfere with the construction of lots/townhomes on the TLC Property as depicted on the Master Plan approved by Wasatch County and dated on or about October 3, 2002 (hereinafter the “**Master Plan**”). The Parties acknowledge that **Exhibit F** depicts what is understood to be the location of the “existing storm drain” but make no representations as to the condition or precise location of any such storm drain.
- (c) **Relocation of Access Easements.** The locations of either or both of the ATC Easement or Crossings Easement may be relocated by the fee owner of the burdened property if: i) the new location of the to-be-relocated-easement is of equal or greater quality of access when compared to the easement depicted on **Exhibit E**, and ii) both the Party burdened and the Party benefited by the proposed to-be-relocated-easement

each has consented, in writing, to such relocation, which consent shall not be unreasonably withheld. The Parties agree that it is reasonable for a Party to withhold approval of the relocation of the Crossings Easement or the ATC Easement if either proposed relocation would cause the owner of the burdened property to have fewer lots than contemplated by the Master Plan. If a Party approves a relocation of either easement as contemplated herein the Parties shall execute an Amendment to this Agreement and record the same with the Wasatch County Recorder.

- (d) **Termination.** Both the ATC Easement and TLC Easement will terminate, in whole or in part, upon installation, dedication and acceptance by Wasatch County, or the applicable municipality, of a public road in the area of either easement, or portion thereof (e.g. a public road connecting the ATC Property to the Phase 14 Subdivision); it being the intention of the Parties that every easement described herein shall terminate as to that portion dedicated to the public for public use. In the event of termination of an easement, or portion thereof, the Party benefitted by the easement which has terminated through a dedication shall record a notice of termination with the offices of the Wasatch County Recorder within thirty (30) days of such termination.
- (e) **Construction and Maintenance.** Any and all construction or improvement work on the ATC Easement or Crossings Easement must be pre-approved, in writing, which approval shall not be unreasonably delayed or withheld, by the owner of the TLC Property for construction or improvements to the ATC Easement and by the owner of the ATC Property for construction or improvements to the Crossings Easement.

3. **No Interference and Release of Interests.** ATC, Crossings 10, and TLC each agree not to interfere with the other's use of the easements granted herein. Other than the easements created hereby, ATC hereby expressly relinquishes, waives, terminates and disclaims any interest in the TLC Property and Crossings 10 and TLC hereby expressly relinquish, waive, terminate and disclaim any interest in the ATC Property.

4. **No Automatic Public Dedication.** The provisions of this Agreement are not intended to and do not constitute a dedication for public use of any portion of the easements created hereby, *provided, however,* that the owner of the ATC Property may elect to dedicate improvements constructed on the ATC Property to a public authority in the sole discretion of the owner of the ATC Property. Further, TLC may elect to dedicate improvements constructed on the TLC Property to a public authority in the sole discretion of the owner of the TLC Property.

5. **Running of Benefits and Burdens.** All provisions of this Agreement, including the burdens stated and implied, touch, concern, and run with the TLC Property and are a benefit to the ATC Property, and are binding upon and inure to the benefit of the successors and assigns of the owners of the ATC Property and the TLC Property.

6. **Amendments.** This Agreement may be amended only by recording, in the office of the Recorder of Wasatch County, Utah, an instrument in writing reciting such amendment, bearing the acknowledged signatures of the owners of the ATC Property, the TLC Property, and the Crossings 10 Property.

7. **Miscellaneous.** This Agreement may be executed in one or more counterparts, each of which, when taken together, constitutes the original. If any term, provision or condition contained in this

Agreement shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, pertaining to the subject matter contained in this Agreement are superseded by and merged in this Agreement.

9. **Attorney Fees.** In the event of any action to enforce the provisions of this Agreement, the prevailing Party shall be entitled to receive its costs and attorney fees.

10. **Construction.** This Agreement shall be construed in accordance with the laws of the State of Utah. The rule of strict construction shall not apply to this Agreement and both Parties acknowledge that they are together drafters of this Agreement. This Agreement shall be given a reasonable construction so that the intention of the Parties to provide access to public roads to the ATC Property and the TLC Property is implemented.

11. **Authority, Crossings Representations.** Crossings 10 and TLC each represent and warrant that each has received all necessary approvals, including court approvals, necessary to grant the rights in the ATC Easement and enter into this Agreement with ATC.

IN WITNESS WHEREOF, the undersigned parties have created this Agreement effective as of the date first written above.

DEBTOR-IN-POSSESSION CROSSINGS AT LAKE CREEK 10, LLC,
a Utah limited liability company

By: Tracey M. Cannon
Its: gen Manager

ATC REALTY ONE, LLC,
a Delaware limited liability company

SIGNED IN COUNTERPART

By: _____
Its: _____

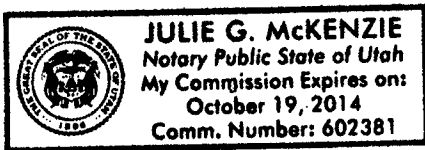
TLC INVESTMENT ENTERPRISES, L.L.C.,
a Utah limited liability company

By: Tracey M. Cannon
Its: Gen manager

ACKNOWLEDGMENTS

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

The foregoing instrument was acknowledged before me this 14th day of Dec., 2012, by Tracey Cannon, the Authorized Manager of **DEBTOR-IN-POSSESSIOIN CROSSINGS AT LAKE CREEK 10, L.L.C.**, a Utah limited liability company, on behalf of such company



Julie G. McKenzie
NOTARY PUBLIC
Residing at Davis County

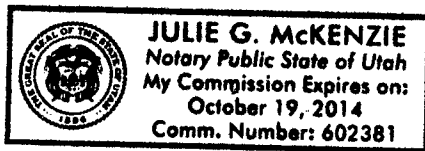
STATE OF _____)
COUNTY of _____) : ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, the Authorized Manager of **ATC REALTY ONE, LLC**, a Delaware limited liability company, on behalf of such company.

NOTARY PUBLIC
Residing at _____

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

The foregoing instrument was acknowledged before me this 14th day of Dec., 2012, by Tracey Cannon, the Authorized Manager of **TLC INVESTMENT ENTERPRISES, L.L.C.**, a Utah limited liability company, on behalf of such company.



Julie G. McKenzie
NOTARY PUBLIC
Residing at Davis County

Agreement shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, pertaining to the subject matter contained in this Agreement are superseded by and merged in this Agreement.

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IN WITNESS WHEREOF, the undersigned parties have created this Agreement effective as of the date first written above.

DEBTOR-IN-POSSESSION CROSSINGS AT LAKE CREEK 10, LLC,
a Utah limited liability company

SIGNED IN COUNTERPART

By: _____
Its: _____

ATC REALTY ONE, LLC,
a Delaware limited liability company

By: Sam Augley
Its: Vice President

TLC INVESTMENT ENTERPRISES, L.L.C.,
a Utah limited liability company

SIGNED IN COUNTERPART

By: _____
Its: _____

State of California)
County of San Diego)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 12-17-12 before me, LeeAnn J. Hoyle, notary public
(here insert name and title of the officer)

personally appeared Dawn Marie Murphy

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____ containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s) _____
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

| Additional Information | |
|--|--|
| Method of Signer Identification | |
| Proved to me on the basis of satisfactory evidence: | |
| <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es) | |
| Notarial event is detailed in notary journal on: | |
| Page # _____ | Entry # _____ |
| Notary contact: _____ | |
| Other | |
| <input type="checkbox"/> Additional Signer(s) | <input type="checkbox"/> Signer(s) Thumbprint(s) |
| <input type="checkbox"/> _____ | |

EXHIBIT A**TLC PROPERTY LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT "C" OF THE CROSSINGS AT LAKE CREEK PHASE NO.1 SUBDIVISION AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY #281252 BK 743 PG 598-657; SAID POINT ALSO BEING A POINT ON THE BOUNDARY LINE OF THE CROSSINGS AT LAKE CREEK PHASE NO. 4 SUBDIVISION AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY #293150 BK 810 PG 85-114; SAID POINT BEING SOUTH 89°48'35" WEST, 150.11 FEET ALONG THE NORTH SECTION LINE AND SOUTH 00°11'25" EAST, 2578.76 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE FROM THE POINT OF BEGINNING ALONG THE BOUNDARY LINE OF SAID THE CROSSINGS AT LAKE CREEK PHASE NO. 4 SUBDIVISION THE FOLLOWING FIVE (5) COURSES: 1) SOUTH 04°38'27" EAST, 202.59 FEET; 2) SOUTH 23°03'38" EAST, 121.90 FEET; 3) SOUTH 33°44'56" EAST, 132.06 FEET; 4) SOUTH 47°45'45" EAST, 112.16 FEET; 5) SOUTH 61°04'10" EAST, 102.79 FEET TO THE SOUTHWEST CORNER OF LOT 1308 OF THE CROSSINGS AT LAKE CREEK PHASE NO. 14 SUBDIVISION AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY #331765 BK 959 PG 1922-1951; THENCE FOLLOWING THE BOUNDARY OF SAID THE CROSSINGS AT LAKE CREEK PHASE NO. 14 THE FOLLOWING SIX (6) COURSES: 1) SOUTH 60°00'17" EAST, 229.39 FEET; 2) SOUTH 83°11'00" EAST, 176.92 FEET; 3) SOUTH 65°42'42" EAST, 261.49 FEET; 4) SOUTH 70°38'47" EAST, 206.07 FEET; 5) SOUTH 75°29'43" EAST, 168.48 FEET; 6) SOUTH 85°44'58" EAST, 182.97 FEET; THENCE LEAVING SAID BOUNDARY LINE SOUTH 00°09'02" WEST, 501.87 FEET; THENCE SOUTH 89°49'53" EAST, 0.25 FEET TO THE NORTHWEST CORNER OF SAGE CREEK FARM AMENDED SUBDIVISION AS RECORDED IN THE WASATCH COUNTY RECORDERS OFFICE AS ENTRY #188181 BK 327 PG 116-125; THENCE FOLLOWING THE WEST BOUNDARY LINE OF SAID SAGE CREEK FARM AMENDED SUBDIVISION SOUTH 00°00'57" EAST, 653.90 FEET; THENCE SOUTH 89°43'06" WEST, 492.26 FEET; THENCE NORTH 00°00'00" EAST, 288.52 FEET; THENCE SOUTH 89°59'03" WEST, 407.61 FEET; THENCE NORTH 00°00'00" EAST, 289.82 FEET; THENCE NORTH 87°10'06" WEST, 60.19 FEET; THENCE SOUTH 00°00'00" EAST, 717.96 FEET; THENCE NORTH 90°00'00" WEST, 689.89 FEET; THENCE NORTH 00°31'08" WEST, 258.08 FEET; THENCE NORTH 89°34'05" WEST, 583.76 FEET TO A POINT ON THE EAST BOUNDARY OF THE CROSSINGS AT LAKE CREEK PHASES 7A AND 8A AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY #317573 BK 935 PG 1360-1389; THENCE ALONG THE BOUNDARY OF SAID CROSSING AT LAKE CREEK PHASES 7A AND 8A THE FOLLOWING TWO (2) COURSES: 1) NORTH 09°21'11" EAST, 60.09 FEET; 2) NORTH 87°20'00" WEST, 166.14 FEET; THENCE 64.67 FEET ALONG A 355.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 07°53'02" EAST, 64.58 FEET); THENCE NORTH 51°20'53" WEST, 104.86 FEET; THENCE 146.40 FEET ALONG A 3014.43 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 38°27'00" WEST, 146.39 FEET); THENCE NORTH 35°50'54" WEST, 172.02 FEET; THENCE NORTH 54°09'06" EAST, 3.09 FEET; THENCE NORTH 35°50'54" WEST, 80.00 FEET; THENCE 311.02 FEET ALONG A 525.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 12°39'30" WEST, 306.49 FEET; THENCE NORTH 85°48'20" WEST, 260.57 FEET; THENCE NORTH 76°09'17" WEST, 263.98 FEET TO THE CENTERLINE OF THE TIMPANOGOS CANAL; THENCE ALONG THE CENTERLINE OF SAID CANAL THE FOLLOWING THREE (3) COURSES: 1) NORTH 17°11'51" EAST, 16.55 FEET; 2) NORTH

19°01'35" EAST, 151.58 FEET; 3) NORTH 03°06'46" EAST, 196.75 FEET TO A POINT OF INTERSECTION WITH LAKE CREEK; THENCE LEAVING SAID TIMPANOGOS CANAL AND FOLLOWING THE CENTERLINE OF SAID LAKE CREEK EASTWARD THE FOLLOWING TWENTY THREE (23) COURSES: 1) NORTH 69°16'52" EAST, 48.28 FEET; 2) NORTH 72°59'47" EAST, 167.11 FEET; 3) NORTH 74°33'19" EAST, 116.95 FEET; 4) NORTH 72°20'19" EAST, 43.86 FEET; 5) SOUTH 87°38'11" EAST, 66.70 FEET; 6) SOUTH 80°56'11" EAST, 156.93 FEET; 7) SOUTH 79°07'55" EAST, 113.90 FEET; 8) SOUTH 80°36'35" EAST, 67.10 FEET; 9) NORTH 76°22'04" EAST, 58.76 FEET; 10) NORTH 87°31'34" EAST, 67.61 FEET; 11) SOUTH 88°24'38" EAST, 63.43 FEET; 12) SOUTH 76°19'47" EAST, 65.20 FEET; 13) SOUTH 79°45'02" EAST, 92.09 FEET; 14) SOUTH 79°42'05" EAST, 121.56 FEET; 15) SOUTH 77°36'38" EAST, 100.60 FEET; 16) SOUTH 76°11'14" EAST, 134.21 FEET; 17) SOUTH 76°50'52" EAST, 51.71 FEET; 18) NORTH 70°45'05" EAST, 53.08 FEET; 19) NORTH 73°40'05" EAST, 124.38 FEET; 20) SOUTH 87°36'16" EAST, 94.98 FEET; 21) NORTH 69°45'15" EAST, 103.42 FEET; 22) NORTH 45°02'11" EAST, 33.06 FEET; 23) NORTH 72°32'49" EAST, 15.85 FEET TO A FORK IN SAID LAKE CREEK; THENCE HEADING NORTHWARD FROM THE FORK ALONG THE CENTERLINE OF SAID LAKE CREEK THE FOLLOWING TEN (10) COURSES: 1) NORTH 74°38'45" WEST, 19.56 FEET; 2) SOUTH 89°03'13" WEST, 44.26 FEET; 3) SOUTH 88°12'07" WEST, 122.51 FEET; 4) NORTH 49°51'58" WEST, 48.92 FEET; 5) NORTH 44°18'18" WEST, 69.59 FEET; 6) NORTH 69°43'48" WEST, 23.50 FEET; 7) NORTH 66°43'21" WEST, 39.15; 8) NORTH 41°59'52" WEST, 47.53 FEET; 9) NORTH 30°12'34" WEST, 113.10 FEET; 10) NORTH 52°24'58" WEST, 37.11 FEET; THENCE LEAVING SAID CANAL CENTERLINE NORTH 25°18'32" WEST, 258.80 FEET TO THE SOUTHWEST CORNER OF LOT "C" OF SAID THE CROSSINGS AT LAKE CREEK PHASE NO. 1 SUBDIVISION; THENCE FOLLOWING THE SOUTH BOUNDARY OF SAID LOT "C" NORTH 71°20'20" EAST, 439.15 FEET TO THE POINT OF BEGINNING.

CONTAINS: 89.50 ACRES MORE OR LESS

EXHIBIT B**ATC PROPERTY LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING SOUTH 89°48'35" WEST, 1077.12 FEET ALONG THE NORTH SECTION LINE AND SOUTH 00°11'25" EAST, 4393.49 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN TO THE POINT OF BEGINNING; RUNNING THENCE 64.67 FEET ALONG A 355.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 07°53'02" WEST, 64.58 FEET) TO A POINT ON THE NORTH BOUNDARY OF THE CROSSINGS AT LAKE CREEK PHASE 7A AND 8A SUBDIVISION AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY 317573 BK 935 PG 1360-1389; THENCE ALONG THE BOUNDARY OF SAID THE CROSSINGS AT LAKE CREEK PHASE 7A AND 8A SUBDIVISION THE FOLLOWING NINE (9) COURSES: 1) SOUTH 01°49'37" WEST, 10.39 FEET; 2) NORTH 89°48'40" WEST, 472.55 FEET; 3) NORTH 86°16'59" WEST, 151.86 FEET; 4) 30.02 FEET ALONG A 487.50 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 01°57'11" WEST, 30.02 FEET); 5) SOUTH 00°11'20" WEST, 49.34 FEET; 6) 39.28 FEET ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 45°11'20" WEST, 35.36 FEET); 7) SOUTH 00°11'20" WEST, 60.00 FEET; 8) 39.28 FEET ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 44°48'40" EAST, 35.36 FEET); 9) SOUTH 00°11'20" WEST, 77.54 FEET; THENCE LEAVING THE SUBDIVISION BOUNDARY NORTH 89°48'40" WEST, 142.99 FEET; THENCE NORTH 82°48'03" WEST, 60.79 FEET; THENCE NORTH 66°30'26" WEST, 138.35 FEET TO A POINT ON THE EAST LINE OF A 80' EASEMENT ALONG THE TIMPANOGOS CANAL AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY 206168 BK 393 PG 309 & ENTRY 00207864 BK 400 PG 219-226; THENCE ALONG SAID EAST LINE OF SAID 80' EASEMENT THE FOLLOWING FIVE (5) COURSES: 1) NORTH 23°29'34" EAST, 26.51 FEET; 2) 93.50 FEET ALONG A 129.40 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 02°47'38" EAST, 91.48 FEET); 3) NORTH 17°54'25" WEST, 162.12 FEET; 4) 123.77 FEET ALONG A 252.30 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 03°51'13" WEST, 122.53 FEET; 5) NORTH 10°11'59" EAST, 276.19 FEET; THENCE LEAVING SAID EAST LINE OF SAID 80' EASEMENT SOUTH 89°56'33" EAST, 50.01 FEET; THENCE NORTH 00°09'09" EAST, 277.16 FEET; THENCE NORTH 13°53'24" EAST, 92.00 FEET; THENCE SOUTH 76°09'17" EAST, 248.75 FEET; THENCE SOUTH 85°48'20" EAST, 260.57 FEET; THENCE 311.02 FEET ALONG A 525.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 12°39'30 EAST, 306.49 FEET) TO A POINT OF TANGENCY ; THENCE SOUTH 35°50'54" EAST, 80.00 FEET; THENCE SOUTH 54°09'06" WEST, 3.09 FEET; THENCE SOUTH 35°50'54" EAST, 172.02 FEET; THENCE 146.40 FEET ALONG A 3014.43 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 38°27'00" EAST, 146.39 FEET; THENCE SOUTH 51°20'53" EAST, 104.86 FEET TO THE POINT OF BEGINNING.

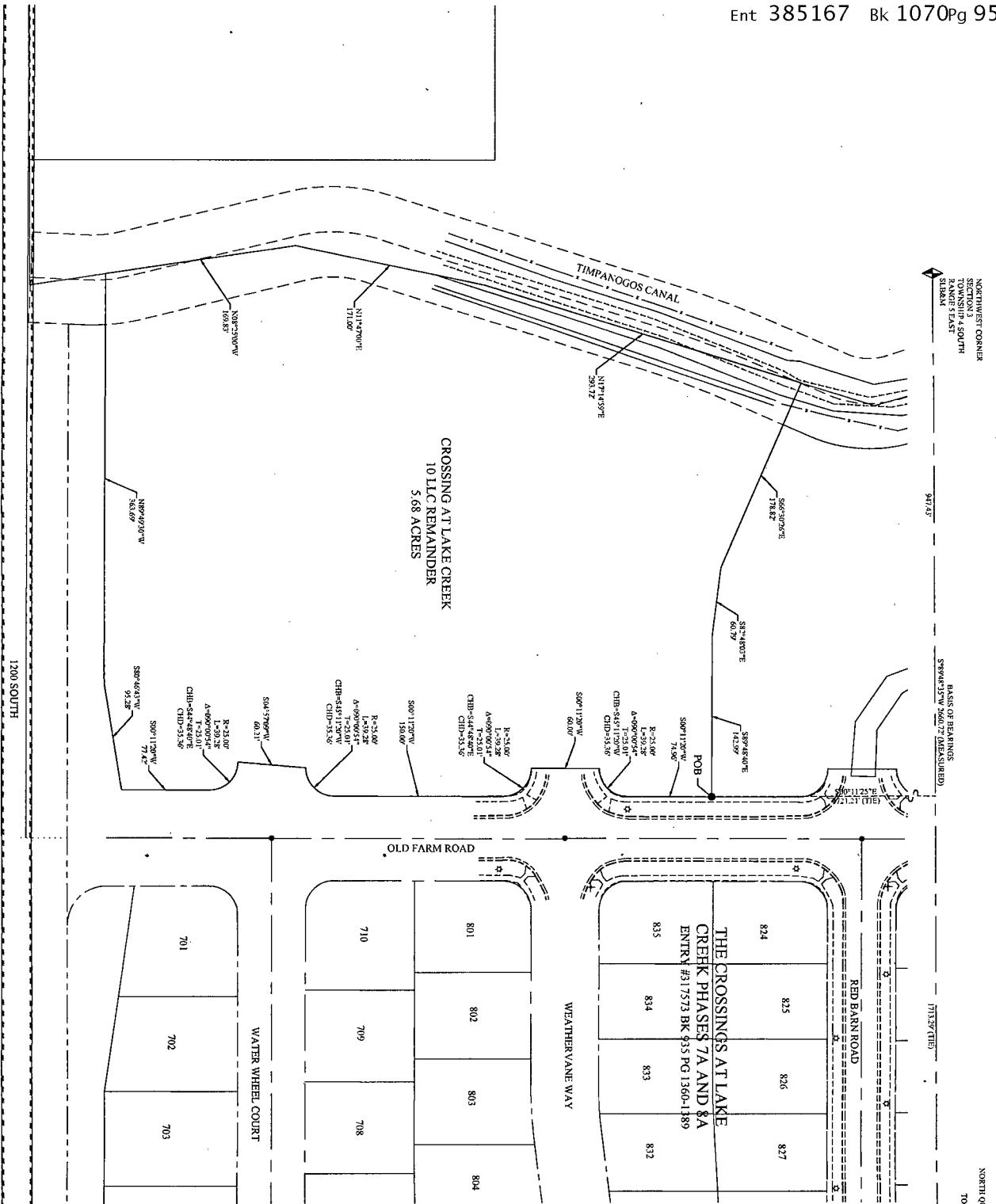
CONTAINS: 14.70 ACRES MORE OR LESS

EXHIBIT C**CROSSINGS 10 PROPERTY LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST BOUNDARY OF THE CROSSINGS AT LAKE CREEK PHASES 7A AND 8A AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY #317573 BK 935 PG 1360-1389; SAID POINT BEING SOUTH 89°48'35" WEST, 1713.29 FEET ALONG THE NORTH SECTION LINE AND SOUTH 00°11'25" EAST, 4721.21 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE FROM THE POINT OF BEGINNING ALONG SAID WEST BOUNDARY OF THE CROSSINGS AT LAKE CREEK PHASES 7A AND 8A THE FOLLOWING ELEVEN (11) COURSES: 1) SOUTH 00°11'20" WEST, 74.96 FEET; 2) 39.28 FEET ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 45°11'20" WEST, 35.36 FEET); 3) SOUTH 00°11'20" WEST, 60.00 FEET; 4) 39.28 FEET ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 44°48'40" EAST, 35.36 FEET); 5) SOUTH 00°11'20" WEST, 150.00 FEET; 6) 39.28 FEET ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 45°11'20" WEST, 35.36 FEET); 7) SOUTH 04°57'09" WEST, 60.21 FEET; 8) 39.28 FEET ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 44°48'40" EAST, 35.36 FEET); 9) SOUTH 00°11'20" WEST, 77.42 FEET; 10) SOUTH 80°46'43" WEST, 95.28 FEET; 11) NORTH 89°49'30" WEST, 363.69 FEET; THENCE NORTH 08°25'00" WEST, 169.83 FEET; THENCE NORTH 11°47'00" EAST, 171.00 FEET; THENCE NORTH 17°14'59" EAST, 293.72 FEET; THENCE SOUTH 66°30'26" EAST, 178.82 FEET; THENCE SOUTH 82°48'03" EAST, 60.79 FEET; THENCE SOUTH 89°48'40" EAST, 142.99 FEET TO THE POINT OF BEGINNING.

CONTAINS: 247,509 SQFT OR 5.68 ACRES MORE OR LESS

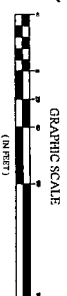


NORTHWEST CORNER
SECTION 3 SOUTH
TOWNSHIP 7 S
RANGE 5 EAST
S1/4

BASE OF BEARING
S89°44'37"W 566.72' (MAGNIFIED)

T173.37'(TH)

NORTH QUARTER CORNER
SECTION 3 SOUTH
TOWNSHIP 7 S
RANGE 5 EAST
S1/4



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The Crossings at Lake Creek

Crossings at Lake Creek 10 Remainder Exhibit

FOCUS
ENGINEERING AND SURVEYING, LLC
201 WEST COTTAGE AVENUE
SANDY, UT 84070 PH: (801) 352-0075
www.focusut.com

LEGAL DESCRIPTION EXHIBIT
01

EXHIBIT D

LEGAL DESCRIPTIONS FOR EASEMENTS

ATC EASEMENT #1:

**60 FOOT WIDE INGRESS/EGRESS EASEMENT
(TLC GRANT TO ATC)**

LOCATED IN SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, WASATCH COUNTY, UTAH, DESCRIBED AS FOLLOWS:

A 60 FOOT WIDE INGRESS/EGRESS EASEMENT, THE SIDELINES OF WHICH ARE 30 FEET LEFT AND 30 FEET RIGHT OF THE DESCRIBED CENTERLINE. THE SIDELINES SHALL BE EXTENDED OR TRIMMED SO AS TO BEGIN AND END AT THE GRANTOR'S PROPERTY LINE.

THE CENTERLINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH BOUNDARY LINE OF THE CROSSINGS AT LAKE CREEK PHASE NO. 14 SUBDIVISION AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY #331765 BK 959 PG 1922-1951; SAID POINT BEING NORTH 89°48'13" EAST, 936.12 FEET ALONG THE NORTH SECTION LINE AND SOUTH 00°11'47" EAST, 3433.11 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE FROM THE POINT OF BEGINNING SOUTH 19°21'36" WEST, 369.96 FEET; THENCE 512.93 FEET ALONG A 400.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 56°05'45" WEST, 478.50 FEET); THENCE NORTH 87°10'06" WEST, 287.05 FEET; THENCE 249.43 FEET ALONG A 1000.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 85°41'09" WEST, 248.79 FEET); THENCE SOUTH 78°33'38" WEST, 211.75 FEET; THENCE 119.79 FEET ALONG A 600.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 84°16'49" WEST, 119.59 FEET); THENCE NORTH 90°00'00" WEST, 138.26 FEET; THENCE 404.46 FEET ALONG A 325.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 54°20'52" WEST, 378.86 FEET); THENCE NORTH 18°41'44" WEST, 139.54 FEET; THENCE NORTH 13°42'07" WEST, 71.00 FEET TO THE POINT OF ENDING.

CONTAINS: 3.45 ACRES OR 150,250 SQ.FT.

ATC EASEMENT #2

**75 FOOT WIDE INGRESS/EGRESS EASEMENT
(TLC GRANT TO ATC)**

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, WASATCH COUNTY, UTAH, DESCRIBED AS FOLLOWS:

A 75 FOOT WIDE INGRESS/EGRESS EASEMENT, THE SIDELINES OF WHICH ARE 37.5 FEET LEFT AND 37.5 FEET RIGHT OF THE DESCRIBED CENTERLINE. THE SIDELINES SHALL BE EXTENDED OR TRIMMED SO AS TO BEGIN PERPENDICULAR TO THE BEGINNING OF SAID CENTERLINE; THENCE THE SIDELINES SHALL BE EXTENDED OR TRIMMED SO AS TO END AT THE GRANTOR'S PROPERTY LINE.

THE CENTERLINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89°48'35" WEST, 868.34 FEET ALONG THE NORTH SECTION LINE AND SOUTH 00°11'25" EAST, 3678.41 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE FROM THE POINT OF BEGINNING SOUTH 54°09'06" WEST; 618.06 FEET TO THE POINT OF ENDING.

CONTAINS: 1.06 ACRES OR 46,355 SQ.FT.

CROSSINGS EASEMENT

**75 FOOT WIDE INGRESS/EGRESS EASEMENT
(ATC GRANT TO TLC)**

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, WASATCH COUNTY, UTAH, DESCRIBED AS FOLLOWS:

A 75 FOOT WIDE INGRESS/EGRESS EASEMENT, THE SIDELINES OF WHICH ARE 37.5 FEET LEFT AND 37.5 FEET RIGHT OF THE DESCRIBED CENTERLINE. THE SIDELINES SHALL BE EXTENDED OR TRIMMED SO AS TO BEGIN PERPENDICULAR TO THE BEGINNING OF SAID CENTERLINE; THENCE THE SIDELINES SHALL BE EXTENDED OR TRIMMED SO AS TO END AT THE GRANTOR'S PROPERTY LINE.

THE CENTERLINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89°48'35" WEST, 1370.52 FEET ALONG THE NORTH SECTION LINE AND SOUTH 00°11'25" EAST, 4038.71 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE FROM THE

POINT OF BEGINNING SOUTH 54°09'06" WEST, 219.18 FEET; THENCE 282.54 FEET ALONG A 300.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 27°10'13" WEST, 272.22 FEET); THENCE SOUTH 00°11'20" WEST, 48.59 FEET TO THE POINT OF ENDING, SAID POINT BEING A POINT ON THE NORTH BOUNDARY OF THE CROSSINGS AT LAKE CREEK PHASE 7A AND 8A SUBDIVISION AS RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY 317573 BK 935 PG 1360-1389 AND THE CENTERLINE OF OLD FARM ROAD.

CONTAINS: 0.95 ACRES OR 41,273 SQ.FT.

EXHIBIT E

SURVEY DRAWING OF EASEMENTS

EXHIBIT F

**SURVEY AND LEGAL DESCRIPTION OF SEWER UTILITY EASEMENT,
SKETCH OF DETENTION POND AND DEPICTION OF UTILITY EASEMENT FOR
EXISTING STORM WATER LINE**

SEWER UTILITY EASEMENT

**20 FOOT WIDE SEWER EASEMENT
(ATC GRANT TO TLC)**

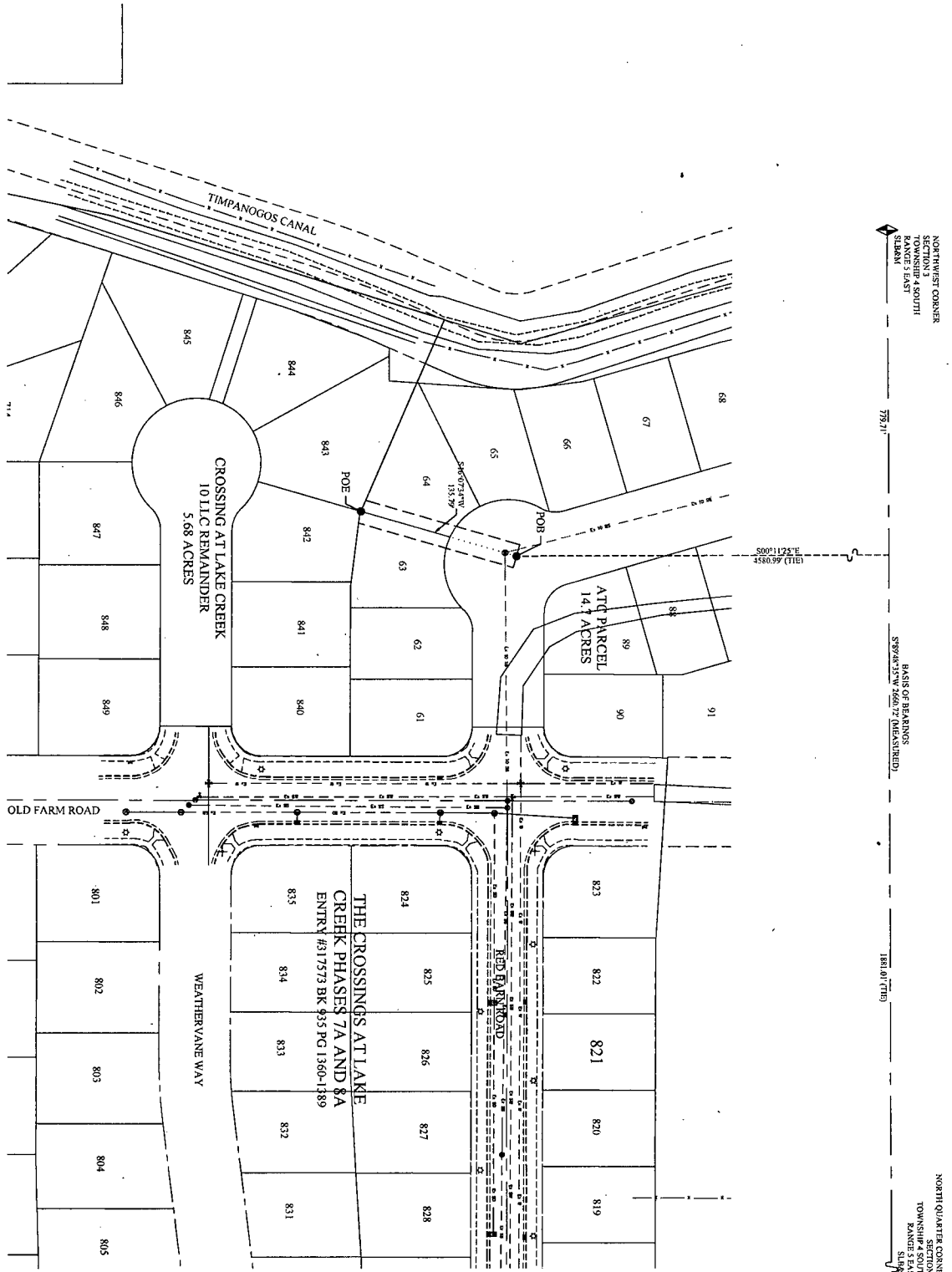
LOCATED IN SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, WASATCH COUNTY, UTAH, DESCRIBED AS FOLLOWS:

A 20 FOOT WIDE SEWER EASEMENT, THE SIDELINES OF WHICH ARE 10 FEET LEFT AND 10 FEET RIGHT OF THE DESCRIBED CENTERLINE. THE SIDELINES SHALL BE EXTENDED OR TRIMMED SO AS TO BEGIN PERPENDICULAR TO THE POINT OF BEGINNING AND END AT THE GRANTOR'S PROPERTY LINE.

THE CENTERLINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 89°48'35" WEST, 1881.01 FEET ALONG THE NORTH SECTION LINE AND SOUTH 00°11'25" EAST, 4580.99 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE FROM THE POINT OF BEGINNING SOUTH 16°07'34" WEST, 135.79 FEET TO THE POINT OF ENDING.

CONTAINS: 0.062 ACRES OR 2,708 SQFT



NORTHWEST CORNER
SECTION 3
TOWNSHIP 4 SOUTH
RANGE 5 EAST
SLAB

BASE OF BEARINGS
S 89°45'21" W 1881.01' (TYP)
S 89°45'21" W 1881.01' (TYP)

NORTH QUARTER CORNER
SECTION 3
TOWNSHIP 4 SOUTH
RANGE 5 EAST
SLAB

800°11'23"E
4580.99' (TYP)



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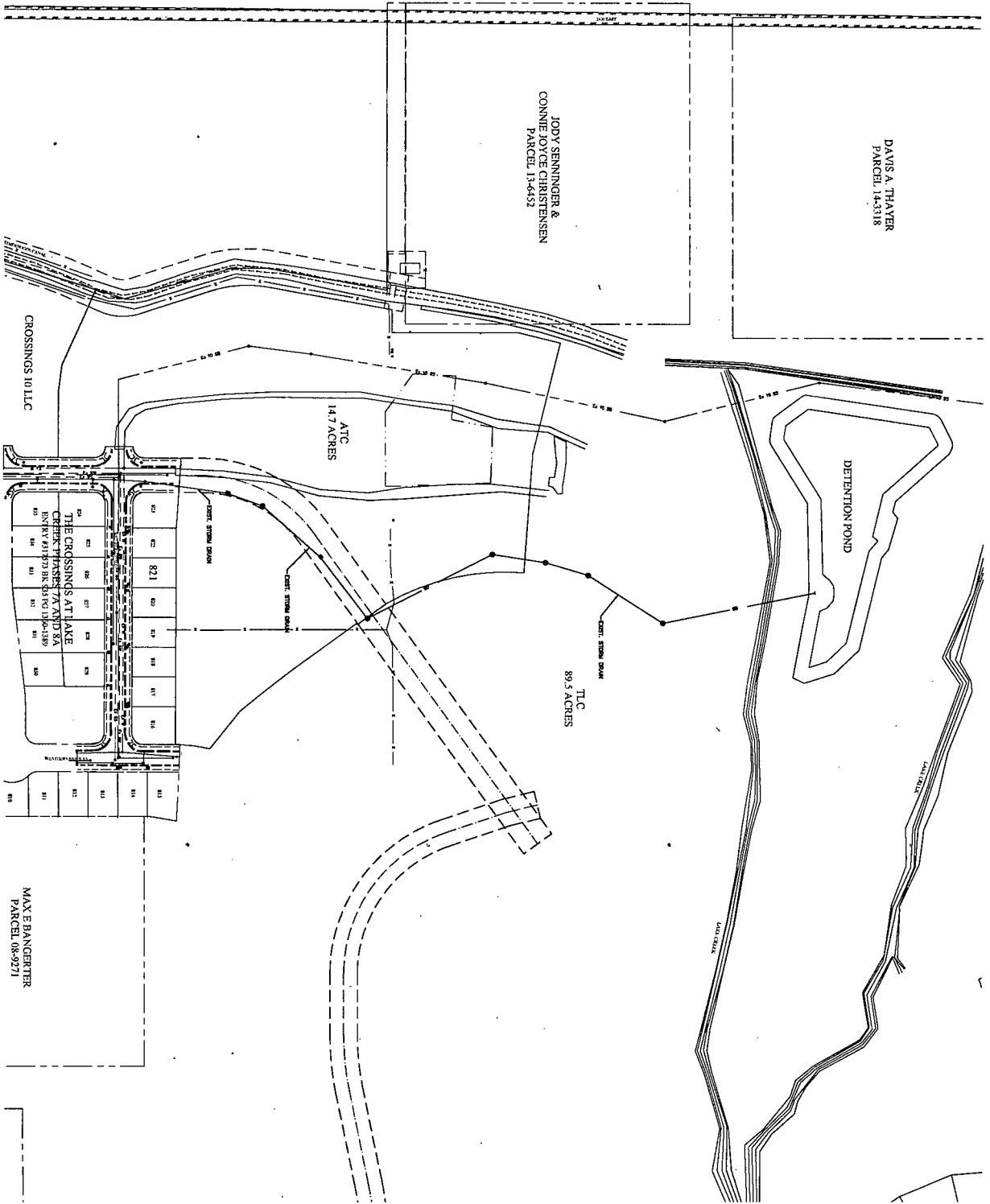
The Crossings at Lake Creek

Sewer Easement Exhibit



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201 WEST COTTAGE AVENUE
SANDY, UTAH 84070 PH: (801) 352-0075
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SEWER EASEMENT EXHIBIT
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The Crossings at Lake Creek

Storm Drain Exhibit

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 SANDY, UTAH 84070 PH: (801) 252-6075
 www.FocusUtah.com

STORM DRAIN EXHIBIT
 01