

WHEN RECORDED, RETURN TO:

Bruce H. Shapiro, P.C.  
3760 S. Highland Drive, Suite 500  
Salt Lake City, Utah 84106

*THE TRAILS DEVELOPMENT  
P.O. Box 552  
Park City, UT 84060*

### AMENDMENT OF EASEMENT

THIS AMENDMENT OF EASEMENT ("Amendment") is made and entered into this \_\_\_ day of August, 1994, by THE TRAILS DEVELOPMENT, a Utah general partnership ("Trails"), and WESTSIDE CANADIAN PROPERTIES COMPANY, a California general partnership ("Westside").

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#### RECITALS:

ALAN SPRIGGS, SUMMIT COUNTY RECORDER  
1994 OCT 13 14:17 PM FEE \$48.00 BY DMG  
REQUEST: TRAILS AT JEREMY RANCH 8

A. The Trails Development is the fee title owner of a parcel of real property located in Summit County, Utah, which is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof, and is hereinafter referred to as the "Trails parcel."

B. Westside is the owner of a tract of land located in Summit County, Utah, which is described as follows and hereinafter is referred to as the "Westside parcel":

All of Sections 6 and 7, Township 1 South, Range 4 East, Salt Lake Base and Meridian

C. On April 11, 1988, American Savings and Loan Corporation ("American Savings") and the Jeremy, Ltd., entered into an agreement entitled "Grant of Easement" with regard to a portion of the Trails parcel and all of the Westside parcel ("the 1988 Easement"). The 1988 Easement was recorded on April 27, 1988, in Book 475 at Page 549 of the records of the Summit County Recorder.

D. Trails intends to develop single-family lots, in one or more subdivision plats, and some of the lots are proposed to be located adjacent to or in the immediate vicinity of the Easement Premises (defined as the term "easement premises" as defined in the 1988 Easement).

E. Trails and Westside, by this Amendment, desire to amend the 1988 Easement (the 1988 Easement, as amended, hereunder, the "Amended Easement") within the Trails parcel.

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F. The parties desire to coordinate other aspects of the Amended Easement that relate to development of the respective tracts of property.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves and their successors, heirs and assigns as owners from time to time of the Trails parcel and the Westside parcel, declare, agree and acknowledge as follows:

1. Definitions.

"Construction Costs" shall refer to all design, planning and engineering, grading, road base installation, paving and concrete costs incurred by Trails or Westside in connection with any Road, including contractor's overhead, profit and general conditions costs reasonably allocable to the construction of Road improvements.

"County" shall refer to Summit County.

"County Standards" shall refer to the requirements of the County in existence or as modified from time to time with respect to the planning, design, layout, engineering, approval, development or construction of a subdivision or a road.

"Maintenance Costs" shall consist of the out-of-pocket costs of snow removal, patching, repairs, repaving, cleaning, a reasonable allocation of insurance costs, and any other costs incurred after the completion of construction in the use and maintenance of any Road.

"Other Area" shall mean the area which is located to the east of the east boundary of the Trails parcel which is more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof.

"Road" shall refer to any private or County road located within the Trails parcel, including any curb and gutter or any other road improvements required by the County.

2. Relocation of Easement Premises. At the time of executing this Amendment, the parties have defined the amended location of the Easement Premises within the Trails parcel as defined in the 1988 Easement, which is more particularly described in Exhibit "C" and incorporated herein by this reference.

3. Adjustment to Location of Easement Premises within the Trails Parcel. The parties acknowledge that, as of the date hereof, Trails has not finalized its

plans nor received final County approval for the proposed development of the Trails parcel. To provide Trails with flexibility regarding future development of the Trails parcel, the parties agree that Trails may adjust the Easement Premises within the Trails parcel, from the location specified in Exhibit "C" in order to permit (i) more practicable or economical development of the Trails parcel, and/or (ii) compliance with all applicable County Standards, provided that such adjustment does not adversely and materially impact the ability of Westside to continue the Road through the Other Area in compliance with all applicable County Standards.

4. Width and Platting of Easement Premises. The Easement Premises shall be of such width as may be required by applicable County Standards in connection with development of the Trails parcel. Trails shall reflect the location and width of the Easement Premises on any subdivision plat submitted by Trails for approval.

5. Westside Obligation: In the event that Westside obtains a County approved road for access to the Westside parcel for development or commences a development on the Westside parcel that will utilize the road for access, whichever occurs first, Westside shall pay for fifty percent (50%) of all construction costs of installing Road improvements within the Trails parcel. Interest shall accumulate on Westside's share of the construction costs beginning one year after Trails' initial payment for the construction costs or upon county approval of the road for access to the Westside parcel for development or commencement of a development on the Westside parcel that will utilize the road for access, whichever occurs first, at the rate of prime plus two percent (2%). The Prime Rate is the highest published prime rate of interest as quoted in the Wall Street Journal "Money Rates" table at the time of Trails initial payment for the construction costs.

6. Lien Rights Relating to Construction of Road Improvements. The Amendment provides for the mutual obligation of Trails and Westside to pay for one half of the road construction costs, as more fully described in the Amendment if Westside obtains County approved access to its parcel through the Other Area. In the event of a default by Westside in the payment of any portion of the road construction costs pursuant to the Amendment, Trails shall be entitled to give written notice to Westside in the manner and at the location specified in the Amendment. In the event the default continues for more than fifteen days after notice is sent pursuant to the requirements of the Amendment, Westside, by execution of this agreement, grants to Trails a lien on the real property of Westside described in this Agreement.

7. Enforcement of Lien. In the event the grant of lien becomes effective pursuant to the preceding paragraph, Trails shall be entitled to record a written notice of lien against the parcel of Westside described in this Agreement, which notice of lien shall incorporate and attach a copy of this Agreement and recite that the lien secures payment of road construction costs pursuant to the terms of the Amendment in the specific amount then

unpaid and in default. The lien may be foreclosed in the manner prescribed for the foreclosure of mortgages in the State of Utah. Notwithstanding the arising of a lien or the recordation of a notice of lien or the commencement of an action to foreclose the lien, Trails shall execute a recordable release of lien upon the payment by Westside of any amount in default together with any interest or attorney fees payable to the contractor by reason of the default.

8. Road Maintenance. At the option of Trails, any Road may be maintained as a private road by Trails or by a homeowners' association. Westside shall pay Trails fifty percent (50%) of the Maintenance Costs relating to Road improvements located within the Trails parcel. Westside's obligation to make such payments shall commence from and after the time Westside substantially completes Road improvements through the Other Area. Westside shall pay to Trails, or as Trails shall otherwise direct, fifty percent (50%) of the Maintenance Costs relating to Roads within the Trails parcel. Such payments shall be made at least three (3) business days prior to the due date of any corresponding payments to be made by Trails under any maintenance contracts. Each party shall be relieved of maintenance obligations relating to any Road, to the extent such obligations are formally assumed by the County.

9. Right to Improve Easement Premises. In the event that Trails' development of the Trails parcel does not proceed prior to Westside's development of the Westside parcel, Westside may, but in no event prior to December 31, 1995, construct a Road on the Trails parcel, provided such construction shall be performed: (i) at Westside's sole cost and expense; (ii) so as to minimize any adverse impacts to the Trails Parcel; (iii) in conformance with Trails' development plan; (iv) in compliance with all applicable County Standards; (v) only after Westside has provided Trails with evidence of such insurance coverage and any other security, such as guarantees and payment and performance bonds, which Trails shall require; (vi) subject to the approval of Trails, which shall not be unreasonably withheld. Westside shall also promptly repair any damage to the Trails Parcel resulting from the construction of such Road.

In addition to the foregoing, Westside shall, prior to the construction of such Road, provide Trails with at least ninety (90) days' written notice of the commencement. At any time during such ninety (90) day period, Trails shall have the right to notify Westside that Trails elects to perform such construction, subject to the provisions set forth in this Amendment.

In the event Westside has exercised its rights under this paragraph, and Trails has commenced construction of other improvements within the Trails parcel after the approval by the County of Trails' development plan, Trails shall, within 30 days after commencement of construction, reimburse Westside for fifty percent (50%) of any

amounts advanced by Westside without interest for Road improvements within the Trails Parcel.

10. Late Payments. In the event either party does not timely make any payment due under the Amended Easement, interest upon the overdue payment shall be due and payable, at the rate of 1.5% per month (but in no event at a rate higher than that permitted by applicable law), until the overdue payment shall be paid in full.

11. Enforcement. Each party may enforce the obligations of the other party under the Amended Easement by a suit or judicial proceeding for injunctive relief, specific performance or damages, as may be appropriate.

12. Notices. Paragraph 12 of the Grant of Easement is hereby deleted and the following substituted therefor:

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if signed by the respective persons giving them or by their attorneys and delivered by hand, or deposited in the mail, certified, return receipt requested, properly addressed and postage prepaid, as follows:

(a) if to Trails:

c/o Dennis D. Ceccarelli  
P.O. Box 552  
Park City, Utah 84060

With a copy to:

Rick Kaminer  
520 Sunrise Highway  
West Babylon, New York 11704

(b) if to Westside:

c/o Larry Robinson  
6758 Muirlands Drive  
La Jolla, California 92307

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13. Benefit. As amended by this Instrument, the 1988 Easement and the benefits and burdens created thereby are hereby confirmed by the parties hereto and those

benefits and burdens shall continue to run with the land described in the 1988 Easement and shall be binding upon and inure to the benefit of the assigns, successors, tenants and personal representatives of the parties hereto.

14. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Facsimile Signatures. Facsimile signatures shall be accepted as original signatures and shall be binding.

16. Attorney Fees. In the event any action or proceeding is brought by any party, against any other party, to enforce the provisions of the Amendment or the 1988 Easement, the prevailing party shall be entitled to recover its costs and reasonable attorney fees, whether such sums are expended with or without suit, at trial or on appeal.

17. Entire Agreement. This Amendment contains the entire agreement between the parties, and there are no representations, agreements, arrangements or understandings, oral or written that are not fully expressed in this Amendment.

18. Modification. This Amendment shall not be modified except by an instrument in writing signed by the parties hereto.

19. Interpretation. The article and section headings contained in this Amendment are solely for the purpose of reference, are not part of the agreement of the parties and will not in any way affect the meaning or interpretation of this Amendment.

THE REMAINDER OF THIS PAGE 6 IS INTENTIONALLY LEFT BLANK.  
SIGNATURES APPEAR ON PAGE 7.

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

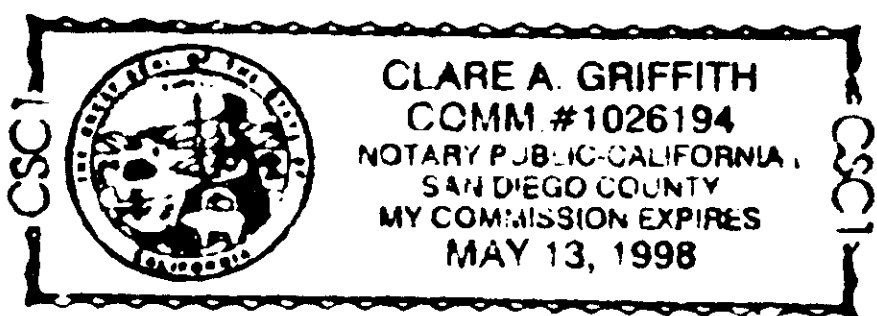
State of California  
County of San Diego

On September 6, 1994 before me, Clare A. Griffith, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Kindsey K. Robinson  
NAME(S) OF SIGNER(S)

personally known to me - OR -  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.

WITNESS my hand and official seal.



Clare A. Griffith  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Amendment of Easement  
TITLE OR TYPE OF DOCUMENT

7  
NUMBER OF PAGES

00416834 Bk00843 Pg00114  
8-31-94  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)  
Westside Canadian Properties

The Trails Dev.  
SIGNER(S) OTHER THAN NAMED ABOVE



EXHIBIT "A"

THE TRAILS PARCEL

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF JEREMY RANCH PLAT 5, SAID POINT ALSO LIES ON THE NORTHEAST CORNER OF THE SUMMIT WATER DISTRIBUTION COMPANY BOOSTER STATION PROPERTY AS RECORDED IN THE SUMMIT COUNTY RECORDER'S OFFICE, ENTRY NUMBER 295289, BOOK 489, PAGE 450; SAID POINT LIES N89°39'49"W, ALONG THE SECTION LINE, 1388.79 FEET AND NORTH, 774.15 FEET (RECORD S89°40'38"W, 1389.01 FEET AND NORTH 772.31 FEET, PLAT 5); FROM THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S59°36'00"W, ALONG SAID PROPERTY LINE, 85.00 FEET; THENCE S30°24'00"E, ALONG SAID PROPERTY LINE, 50.00 FEET; THENCE N59°36'00"E, ALONG SAID PROPERTY LINE, 85.00 FEET; THENCE S30°24'00"E, 410.62 FEET; THENCE N64°01'28"E, 383.51 FEET; THENCE S00°00'00"W, 1071.74 FEET; THENCE N90°00'00"W, 1230.45 FEET; THENCE N52°51'43"W, 287.37 FEET; THENCE N00°00'00"E, 946.54 FEET; THENCE N10°32'25"W, 244.33 FEET TO THE COMMON LOT CORNER OF LOTS 4047, 4051, AND 4052 OF THE JEREMY RANCH PLAT 4; THENCE N60°30'00"E, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PLAT 4, 231.92 FEET; THENCE N15°20'00"E, ALONG SAID BOUNDARY LINE, 125.32 FEET TO A POINT ON A 607.29 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N15°20'00"E, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY LINE OF THE JEREMY RANCH PLAT 5; THENCE EASTERLY 164.82 FEET ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 15°33'00"; THENCE N89°47'00"E, ALONG SAID SOUTHERLY BOUNDARY LINE, 285.00 FEET TO THE POINT OF CURVE OF A 143.85 FOOT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS S00°13'00"E; THENCE SOUTHEASTERLY, 150.18 FEET, ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 59°49'00"; THENCE S30°24'00"E, ALONG SAID SOUTHERLY BOUNDARY LINE, 234.95 FEET TO THE POINT OF BEGINNING.

CONTAINS: 44.110 ACRES

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## EXHIBIT "B"

### OTHER AREA

DESCRIPTION: PARCEL 1

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT LIES  $S00^{\circ}15'15''E$ , ALONG THE ALONG THE EASTERLY LINE OF SAID SECTION 12, 1339.14 FEET, AND  $N89^{\circ}39'31''W$ , ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTH HALF OF SECTION 12, 2713.45 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 12; AND RUNNING THENCE  $N89^{\circ}39'31''W$ , ALONG SAID SOUTH LINE, 1425.83 FEET TO THE EASTERLY BOUNDARY LINE OF THE PARK CITY SCHOOL DISTRICT; THENCE  $N64^{\circ}33'45''E$ , ALONG SAID BOUNDARY LINE, 77.81 FEET; THENCE  $N13^{\circ}19'53''E$ , ALONG SAID BOUNDARY LINE, 168.07 FEET; THENCE  $N15^{\circ}08'22''W$ , ALONG SAID BOUNDARY LINE, 122.63 FEET; THENCE  $N25^{\circ}53'48''E$ , ALONG SAID BOUNDARY LINE, 109.48 FEET; THENCE  $N50^{\circ}33'32''E$ , ALONG SAID BOUNDARY LINE, 77.73 FEET; THENCE  $N19^{\circ}00'35''E$ , ALONG SAID BOUNDARY LINE, 199.18 FEET; THENCE  $N27^{\circ}02'06''W$ , ALONG SAID BOUNDARY LINE, 156.33 FEET; THENCE  $N09^{\circ}48'53''W$ , 276.24 FEET TO A POINT ON THE EASTERLY PROPERTY LINE OF SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT, SAID POINT ALSO LIES ON THE CENTERLINE OF EAST CANYON CREEK; THENCE NORTHERLY ALONG SAID PROPERTY LINE AND SAID CENTERLINE OF EAST CANYON CREEK THROUGH THE FOLLOWING 15 CHORDS (PROPERTY LINE FOLLOWS CENTERLINE OF CREEK AND NOT ALONG CHORD LINES)  $N45^{\circ}24'33''E$  162.92 FEET,  $N10^{\circ}02'05''W$  128.87 FEET,  $N04^{\circ}39'16''E$  210.64 FEET,  $N34^{\circ}40'41''E$  236.79 FEET,  $N73^{\circ}05'20''E$  141.86 FEET,  $N19^{\circ}03'13''E$  125.24 FEET,  $N41^{\circ}48'13''W$  96.53 FEET,  $N17^{\circ}18'38''E$  73.21 FEET,  $N79^{\circ}42'38''W$  66.42 FEET,  $S16^{\circ}28'24''W$  122.91 FEET,  $N59^{\circ}31'23''W$  118.99 FEET,  $N10^{\circ}09'53''W$  176.61 FEET,  $S89^{\circ}26'48''W$  80.10 FEET,  $N02^{\circ}29'38''E$  184.84 FEET,  $N44^{\circ}07'09''W$  207.06 FEET THENCE LEAVING SAID CENTERLINE OF EAST CANYON CREEK TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE JEREMY RANCH PLAT '4', SAID POINT ALSO LIES ON THE SOUTHERLY RIGHT OF WAY LINE OF SACKETT DRIVE, SAID POINT ALSO LIES ON THE ARC OF A 503.99 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS  $N45^{\circ}28'33''W$ ; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE 365.26 FEET, THROUGH A CENTRAL ANGLE OF  $41^{\circ}31'27''$ ; THENCE  $N03^{\circ}00'00''E$ , ALONG SAID RIGHT OF WAY LINE, 525.58 FEET TO THE POINT OF CURVE OF A 290.25 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS  $N87^{\circ}00'00''W$ ; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE EASTERLY RIGHT OF WAY LINE OF SACKETT DRIVE, 304.62 FEET, THROUGH A CENTRAL ANGLE OF  $60^{\circ}08'00''$  TO A POINT ON THE SOUTHEAST CORNER OF LOT 4142, OF SAID JEREMY RANCH PLAT '4', THENCE  $N32^{\circ}52'00''E$ , ALONG THE EASTERLY LINE OF SAID LOT 4142, 150.95 FEET; THENCE  $N59^{\circ}05'00''E$ , ALONG THE SOUTHERLY LINES OF LOTS 4136, 4135, AND 4134, 252.33 FEET; THENCE  $N77^{\circ}42'00''E$ , ALONG THE SOUTHERLY LINES OF LOTS 4133, 4132, AND 4131, 332.27 FEET; THENCE  $N10^{\circ}29'00''E$ , ALONG THE EASTERLY LINE OF SAID LOT 4131, 124.97 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SACKETT DRIVE; THENCE  $S79^{\circ}31'00''E$ , ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 109.44 FEET TO THE POINT OF CURVE OF A 224.66 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS  $S10^{\circ}29'00''W$ ; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE, 66.98 FEET, THROUGH A CENTRAL ANGLE OF  $17^{\circ}04'59''$  TO THE NORTHWEST CORNER OF LOT 4077,

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OF SAID JEREMY RANCH PLAT '4'; THENCE S41°28'00"W, ALONG THE NORTHWESTERLY LINE OF LOTS 4077, 4076, 4075, 4074, 4073, 4072, 4071, AND 4070, 773.48 FEET; THENCE S07°46'00"E, ALONG THE SOUTHWESTERLY LINE OF LOTS 4070, 4069, 4068, 4067, 4066, AND 4065, 667.26 FEET; THENCE S61°03'00"E, ALONG THE SOUTHERLY LINE OF LOTS 4065, 4064, AND 4063, 294.09 FEET; THENCE S12°21'00"E, ALONG THE WESTERLY LINE OF LOTS 4062 AND 4061, 308.61 FEET; THENCE S83°55'00"E, ALONG THE SOUTHERLY LINE OF LOTS 4060 AND 4059, 334.66 FEET; THENCE N57°02'00"E, ALONG THE SOUTHEASTERLY LINE OF LOT 4058, 135.37 FEET; THENCE S01°36'47"E, ALONG THE WESTERLY LINE OF LOT 4056, 182.38 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4056; THENCE S24°20'00"W, 1000.00 FEET; THENCE S00°00'00"E, 490.00 FEET; THENCE S58°45'00"E, 665.00 FEET; THENCE S00°00'00"E, 424.10 FEET TO THE POINT OF BEGINNING.

CONTAINS: 60.600 ACRES, MORE OR LESS.

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## EXHIBIT "B"

### OTHER AREA

DESCRIPTION: PARCEL 2

BEGINNING AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE  $500^{\circ}15'15''$ E, ALONG THE EASTERLY LINE OF SAID SECTION 12, 1339.14 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 12; THENCE  $N89^{\circ}39'31''$ W, ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTH HALF OF SAID SECTION 12; 2713.45 FEET; THENCE  $N00^{\circ}00'00''$ W, 424.10 FEET; THENCE  $N58^{\circ}45'00''$ W, 665.00 FEET; THENCE  $N00^{\circ}00'00''$ W, 490.00 FEET; THENCE  $N24^{\circ}20'00''$ E, 1000.00 FEET TO A POINT ON THE NORTHWEST CORNER OF LOT 4055, JEREMY RANCH PLAT '4'; THENCE  $S45^{\circ}18'00''$ E, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PLAT '4', 169.96 FEET; THENCE  $S78^{\circ}18'00''$ E, ALONG SAID SOUTHERLY BOUNDARY LINE, 169.96 FEET; THENCE  $N60^{\circ}30'00''$ E, ALONG SAID SOUTHERLY BOUNDARY LINE, 300.73 FEET TO THE COMMON LOT CORNER OF LOTS 4052, 4051, AND 4047; THENCE  $S10^{\circ}32'25''$ E, 244.33 FEET; THENCE  $S00^{\circ}00'00''$ E, 946.54 FEET; THENCE  $S52^{\circ}51'43''$ E, 287.37 FEET; THENCE  $N90^{\circ}00'00''$ E, 1230.45 FEET; THENCE  $N00^{\circ}00'00''$ E, 1071.74 FEET; THENCE  $S64^{\circ}01'28''$ W, 383.51 FEET; THENCE  $N30^{\circ}24'00''$ W, 460.62 FEET TO THE SOUTHERLY BOUNDARY LINE OF THE JEREMY RANCH PLAT '5'; THENCE  $N59^{\circ}36'00''$ E, ALONG SAID BOUNDARY LINE, 129.03 FEET; THENCE  $S30^{\circ}24'00''$ E, ALONG SAID BOUNDARY LINE, 183.49 FEET; THENCE  $N44^{\circ}36'00''$ E, ALONG SAID BOUNDARY LINE, 301.52 FEET TO A POINT ON THE SOUTHEAST CORNER OF LOT 5069; THENCE  $S60^{\circ}24'00''$ E, 200.00 FEET; THENCE  $N14^{\circ}21'00''$ E, 280.13 FEET; THENCE  $N16^{\circ}09'00''$ W, 280.13 FEET TO THE PROJECTION LINE OF THE NORTHERLY LINE OF LOT 5068; THENCE  $S58^{\circ}36'00''$ W, ALONG SAID PROJECTION LINE AND LOT LINE, 350.00 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID JEREMY RANCH PLAT '5', SAID POINT ALSO LIES ON THE ARC OF A 182.50 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS  $S58^{\circ}36'00''$ W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID BOUNDARY LINE 95.82 FEET, THROUGH A CENTRAL ANGLE OF  $30^{\circ}05'00''$ ; THENCE  $N61^{\circ}29'00''$ W, ALONG SAID BOUNDARY LINE, 253.00 FEET TO THE POINT OF CURVE OF A 449.60 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS  $N28^{\circ}31'00''$ E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID BOUNDARY LINE 229.00 FEET, THROUGH A CENTRAL ANGLE OF  $29^{\circ}11'00''$ , THENCE  $N57^{\circ}42'00''$ E, ALONG SAID BOUNDARY LINE, 150.04 FEET; THENCE  $N14^{\circ}25'00''$ W, ALONG SAID BOUNDARY LINE, 472.30 FEET; THENCE  $N03^{\circ}42'00''$ W, ALONG SAID BOUNDARY LINE, 477.88 FEET; THENCE  $N08^{\circ}33'00''$ W, ALONG SAID BOUNDARY LINE, 685.74 FEET; THENCE  $N52^{\circ}38'00''$ W, ALONG SAID BOUNDARY LINE, 601.19 FEET TO THE NORTHEAST CORNER OF LOT 5135; THENCE  $N25^{\circ}36'02''$ E, 50.00 FEET; THENCE  $N61^{\circ}39'33''$ W, 204.41 FEET; THENCE  $N86^{\circ}28'02''$ W, 283.82 FEET TO A POINT ON THE PROJECTION LINE OF THE WESTERLY LINE OF LOT 5137; THENCE  $S17^{\circ}58'00''$ E, ALONG SAID PROJECTION LINE AND LOT LINE, 200.00 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF THE AFORESAID JEREMY RANCH PLAT '5'; THENCE  $S72^{\circ}02'00''$ W, ALONG SAID BOUNDARY LINE, 100.00 FEET; THENCE

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N44°09'00"W, ALONG SAID BOUNDARY LINE, 195.57 FEET; THENCE  
S82°06'00"W, ALONG SAID BOUNDARY LINE, 540.54 FEET; THENCE  
S61°54'00"W, ALONG SAID BOUNDARY LINE, 342.86 FEET TO A POINT ON  
THE NORTHEAST BOUNDARY CORNER OF THE JEREMY RANCH PLAT '4';  
THENCE S69°44'00"W, ALONG SAID BOUNDARY LINE, 176.85 FEET; THENCE  
S85°12'00"W, ALONG SAID BOUNDARY LINE, 588.49 FEET MEASURED  
(588.54 FEET RECORD) TO A POINT ON THE EASTERLY BOUNDARY LINE OF  
THE BACK NINE SUBDIVISION PLAT 'A'; THENCE N01°20'00"W, ALONG  
SAID BOUNDARY LINE, 383.83 FEET MEASURED (383.86 FEET RECORD);  
THENCE N85°30'22"W, ALONG SAID BOUNDARY LINE, 829.38 FEET; THENCE  
S73°34'42"W, ALONG SAID BOUNDARY LINE, 300.67 FEET; THENCE  
N88°06'25"W, ALONG SAID BOUNDARY LINE, 349.08 FEET; THENCE  
S63°54'08"W, ALONG SAID BOUNDARY LINE, 298.62 FEET; THENCE  
S87°47'57"W, ALONG SAID BOUNDARY LINE, AND NORTHERLY BOUNDARY  
LINE OF BACK NINE SUBDIVISION PLAT 'B', 851.88 FEET; THENCE  
N42°43'04"W, ALONG SAID BOUNDARY LINE, 332.76 FEET; THENCE  
N50°01'28"W, ALONG SAID BOUNDARY LINE, 483.67 FEET; THENCE  
S74°29'05"W, ALONG SAID BOUNDARY LINE, 461.56 FEET; THENCE  
N52°17'57"W, ALONG SAID BOUNDARY LINE, 206.87 FEET; THENCE  
S55°30'41"W, ALONG SAID BOUNDARY LINE, 214.69 FEET TO A POINT ON  
THE NORTHERLY RIGHT OF WAY LINE OF DAYBREAKER DRIVE, SAID POINT  
ALSO LIES ON THE NORTHERLY BOUNDARY LINE OF SAID BACK NINE  
SUBDIVISION; THENCE N64°48'00"W, ALONG SAID RIGHT OF WAY LINE,  
AND SAID BOUNDARY LINE, 567.00 FEET TO THE POINT OF CURVE OF A  
554.78 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS N25°12'00"E;  
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID  
NORTHERLY RIGHT OF WAY LINE 399.25 FEET, THROUGH A CENTRAL ANGLE  
OF 41°14'00"; THENCE N23°34'00"W, ALONG SAID RIGHT OF WAY LINE,  
160.00 FEET TO THE POINT OF CURVE OF A 273.98 FOOT RADIUS CURVE  
TO THE LEFT, CENTER BEARS S66°26'00"W; THENCE NORTHWESTERLY ALONG  
THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE 302.05 FEET,  
THROUGH A CENTRAL ANGLE OF 63°10'00"; THENCE N86°44'00"W, ALONG  
SAID RIGHT OF WAY LINE, 109.34 FEET TO A POINT ON THE EASTERLY  
RIGHT OF WAY LINE OF JEREMY ROAD; THENCE N06°20'00"E, ALONG SAID  
RIGHT OF WAY LINE, 20.03 FEET TO THE SOUTHERLY LINE OF THE 9-10  
CATTLE COMPANY; THENCE S86°44'00"E, ALONG SAID PROPERTY LINE,  
108.27 FEET; THENCE N63°00'00"E, ALONG SAID PROPERTY LINE, 793.43  
FEET TO A POINT ON THE NORTHERLY LINE OF SECTION 2, TOWNSHIP 1  
SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE  
S88°15'10"E, ALONG THE NORTHERLY LINES OF SECTION 2 AND SECTION  
1, 8630.93 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE  
S01°02'42"E, ALONG THE EASTERLY LINE OF SAID SECTION 1; 4892.07  
FEET TO THE POINT OF BEGINNING.

CONTAINS: 481.091 ACRES, MORE OR LESS.

LESS AND EXCEPTING THE SUMMIT WATER DISTRIBUTION COMPANY WATER  
TANK ABOVE PLAT 5

BEGINNING AT A POINT WHICH IS S89°40'38"E, 4306.78 FEET ALONG THE  
SECTION LINE AND NORTH, 2700.35 FEET FROM THE SOUTHWEST CORNER OF  
SECTION 1, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND  
MERIDIAN, SUMMIT COUNTY, UTAH; THENCE NORTH, 150.00 FEET; THENCE  
EAST, 150.00 FEET; THENCE SOUTH, 150.00 FEET; THENCE WEST, 150.00  
FEET TO THE POINT OF BEGINNING, TOGETHER WITH ANY AND ALL  
IMPROVEMENTS THEREON.

CONTAINS: 0.514 ACRES, MORE OR LESS.

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TOTAL NET ACRES: 480.577, MORE OR LESS.

## EXHIBIT "C"

### ROADWAY EASEMENT THROUGH THE TRAILS SUBDIVISION

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF JEREMY RANCH PLAT 5, SAID POINT LIES N89°39'49"W, ALONG THE SECTION LINE, 1388.79 FEET AND NORTH 774.15 FEET (RECORD S89°40'38"W, 1389.01 FEET AND NORTH 772.31 FEET, PLAT 5); FROM THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N30°24'00"W, ALONG SAID SOUTHWESTERLY LINE, 60.00 FEET TO THE POINT OF CURVE OF A 341.49 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS N30°24'00"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 83.39 FEET, THROUGH A CENTRAL ANGLE OF 13°59'28" TO THE POINT OF REVERSE CURVE OF A 730.00 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS S16°24'32"E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 72.07 FEET, THROUGH A CENTRAL ANGLE OF 5°39'24"; THENCE S67°56'04"W, 86.97 FEET TO THE POINT OF CURVE OF A 508.67 FOOT RADIUS CURVE TO THE RIGHT CENTER BEARS N22°03'56"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 148.91 FEET, THROUGH A CENTRAL ANGLE OF 16°46'23" TO A POINT ON A 317.67 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS N97°03'33"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 30.85 FEET, THROUGH A CENTRAL ANGLE OF 05°33'50"; THENCE S8°30'17"E, 134.15 FEET TO THE POINT OF CURVE OF A 270.00 FOOT RADIUS CURVE TO RIGHT, CENTER BEARS S81°29'43"W, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 79.75 FEET, THROUGH A CENTRAL ANGLE OF 16°55'21", THENCE S8°25'05"W, 109.88 FEET TO THE POINT OF CURVE OF A 1531.73 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS S81°34'55"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 166.37 FEET, THROUGH A CENTRAL ANGLE OF 6°13'24" TO THE POINT OF REVERSE CURVE OF A 653.18 FOOT RADIUS TO THE RIGHT, CENTER BEARS N87°48'19"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 154.55 FEET, THROUGH A CENTRAL ANGLE OF 13°33'25" TO THE POINT OF REVERSE CURVE OF A 315.73 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS S74°14'54"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 34.68 FEET, THROUGH A CENTRAL ANGLE OF 6°17'36" TO THE POINT OF REVERSE CURVE OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS N80°32'30"W; THENCE SOUTHWESTERLY ALONG THE OF ARC SAID CURVE 12.78 FEET, THROUGH A CENTRAL ANGLE OF 48°49'44" TO THE POINT OF REVERSE CURVE OF 62.50 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS S31°42'46"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 209.19 FEET THROUGH A CENTRAL ANGLE OF 191°46'08" TO THE POINT OF REVERSE CURVE OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS S43°28'54"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 14.27 FEET, THROUGH A CENTRAL ANGLE OF 54°30'15"; THENCE S78°58'40"E, 254.85 FEET TO THE POINT OF CURVE OF A 430.00 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS N11°01'20"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 91.85 FEET, THROUGH A CENTRAL ANGLE OF 12°14'17" TO THE POINT OF REVERSE CURVE OF A 15.00 FOOT RADIUS TO THE RIGHT, CENTER BEARS S1°12'57"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 13.18 FEET, THROUGH A CENTRAL ANGLE OF 50°19'48" TO THE POINT OF REVERSE CURVE OF A 62.50 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS N49°06'51"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 126.36 FEET, THROUGH A CENTRAL ANGLE OF 115°50'20" TO THE POINT OF REVERSE CURVE OF A

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15.00 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS S66°43'29"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 14.15 FEET, THROUGH A CENTRAL ANGLE OF 54°02'25"; THENCE N77°18'56"E, 74.37 FEET TO THE POINT OF CURVE OF A 542.42 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS N12°41'04"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 155.58 FEET THROUGH A CENTRAL ANGLE OF 16°26'01" TO THE POINT OF REVERSE CURVE OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS S29°07'05"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 27.88 FEET, THROUGH A CENTRAL ANGLE OF 79°52'39"; THENCE S39°14'25"E, 37.27 FEET TO THE POINT OF CURVE OF A 610.81 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS N50°45'35"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 161.80 FEET, THROUGH A CENTRAL ANGLE OF 15°10'37" TO THE POINT OF COMPOUND CURVE OF A 2030.00 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS N35°34'57"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 96.12 FEET, THROUGH A CENTRAL ANGLE OF 2°42'46"; THENCE S57°07'49"E, 4.40 FEET; THENCE NORTH, 71.80 FEET; THENCE N57°07'49"W, 62.01 FEET TO A POINT WHICH LIES ON A 1970.00 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS N33°52'31"E, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 58.71 FEET THROUGH A CENTRAL ANGLE OF 1°42'26" TO THE POINT OF COMPOUND CURVE OF A 550.81 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS N35°34'57"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 145.90 FEET, THROUGH A CENTRAL ANGLE OF 15°10'37"; THENCE N39°14'25"W, 37.27 FEET TO THE POINT OF CURVE OF A 80.00 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS S50°45'35"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 111.53 FEET, THROUGH A CENTRAL ANGLE OF 79°52'39" TO THE POINT OF REVERSE CURVE OF A 482.42 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS N29°07'05"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 138.37 FEET, THROUGH A CENTRAL ANGLE OF 16°26'01"; THENCE S77°18'56"W, 73.65 FEET TO THE POINT OF CURVE OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS N12°41'04"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 14.39 FEET THROUGH A CENTRAL ANGLE OF 54°57'55" TO THE POINT OF REVERSE CURVE OF A 62.50 FOOT RADIUS CURVE TO THE LEFT CENTER BEARS S42°16'51"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 111.18 FEET THROUGH A CENTRAL ANGLE OF 101°55'06" TO THE POINT OF REVERSE CURVE OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS N59°38'15"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 15.56 FEET, THROUGH A CENTRAL ANGLE OF 59°27'00" TO THE POINT OF COMPOUND CURVE OF A 370.00 FOOT RADIUS CURVE TO THE RIGHT CENTER BEARS N0°11'15"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 72.39 FEET, THROUGH A CENTRAL ANGLE OF 11°12'36"; THENCE N78°58'40"W, 279.75 FEET TO THE POINT OF CURVE A 15.00 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS N11°01'20"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 22.25 FEET, THROUGH A CENTRAL ANGLE OF 85°00'26" TO THE POINT OF COMPOUND CURVE OF A 255.73 FOOT RADIUS TO THE RIGHT, CENTER BEARS S83°58'14"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 43.39 FEET, THROUGH A CENTRAL ANGLE OF 9°43'20" TO THE POINT OF REVERSE CURVE OF A 713.18 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS N74°14'54"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 168.75 FEET, THROUGH A CENTRAL ANGLE OF 13°33'25" TO THE POINT OF

REVERSE CURVE OF A 1471.73 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS S87°48'19"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 159.86 FEET, THROUGH A CENTRAL ANGLE OF 6°13'24"; THENCE N8°25'05"E, 109.88 FEET TO THE POINT OF CURVE OF A 330.00 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS N81°34'55"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 97.47 FEET, THROUGH A CENTRAL ANGLE OF 16°55'21"; THENCE N8°30'17"W, 90.89 FEET TO THE POINT OF CURVE OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS N81°29'43"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 22.40 FEET, THROUGH A CENTRAL ANGLE OF 85°34'42" TO THE POINT OF REVERSE CURVE OF A 568.67 FOOT RADIUS CURVE TO THE LEFT CENTER BEARS N12°55'35"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 90.71 FEET, THROUGH A CENTRAL ANGLE OF 9°08'21"; THENCE N67°56'04"E, 86.97 FEET TO THE POINT OF CURVE OF A 670.00 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS S22°03'56"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 66.15 FEET, THROUGH A CENTRAL ANGLE OF 5°39'24" TO THE POINT OF REVERSE CURVE OF A 401.49 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS N16°24'32"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 98.04 FEET, THROUGH A CENTRAL ANGLE OF 13°59'28" TO THE POINT OF BEGINNING.