

WHEN RECORDED, MAIL TO:

Redhawk Development, L.L.C.
c/oKirkpatrick McDonald
P.O. Box 980940
Park City, Utah 84098-0940

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1998 SEP 15 14:44 PM FEE \$46.00 BY DMG
REQUEST: HIGH COUNTRY TITLE

RD
EMERGENCY CROSS-EASEMENT AGREEMENT

THIS EMERGENCY CROSS-EASEMENT AGREEMENT ("Agreement") is entered into this 31st day of JULY, 1998, by and between RED HAWK DEVELOPMENT, L.L.C., a Utah limited liability company ("Red Hawk"), and BLACKHAWK RANCH, L.C., a Utah limited liability company ("Blackhawk")

WITNESSETH:

WHEREAS, Red Hawk is either the owner of, or has Special Power of Attorney to grant easement rights on approximately 2200 acres located in Sections 5,6,7,8 and 9 of Township 1 South, Range 4 East Salt Lake Base and Meridian, and more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Red Hawk Parcel"). Red Hawk desires to develop the Red Hawk Parcel into a single-family, residential subdivision to be known as "Red Hawk Ranch" which will be a private, gated community; and

WHEREAS, Blackhawk is the owner of approximately 440.94 acres located in Section 18 of Township 1 South, Range 4 East, Salt Lake Base and Meridian, and more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein (the "Blackhawk Parcel"). Blackhawk desires to develop a portion of the Blackhawk parcel into a residential subdivision to be called the "Blackhawk Ranch"; and

WHEREAS, the roads in the Red Hawk Parcel and the Blackhawk Parcel, (jointly, the "Respective Subdivisions" or "Respective Parcels"), and the primary access roads to these Respective Subdivisions are not intended to be dedicated to the public, but are intended to be held and maintained as private roads by the respective developers and their successors or assigns; and

WHEREAS, all of the Respective Parcels are located between the Jeremy Ranch Development to the west, Interstate 80 to the South, and the Silver

Creek Development to the East and the parcels referred to herein are contiguous to one another; and

WHEREAS, Summit County has requested that the parties consider an agreement whereby emergency ingress and egress rights and maintenance of private access roads are coordinated in order to help ensure that future home owners and other visitors in the Respective Subdivisions will be able to vacate these subdivisions in times of emergency and that emergency personnel will have access to the property suitable to Summit County's needs, and

WHEREAS, the parties desire to include other provisions relating to their respective parcels as part of this Agreement;

NOW THEREFORE, the parties to this Agreement for good and valuable mutual consideration the receipt and sufficiency of which are hereby expressly acknowledged, do hereby agree and covenant as follows:

1. EMERGENCY INGRESS/EGRESS EASEMENT

- a) Emergency Ingress/Egress Grant. The Respective Subdivisions hereby grant to each other a reciprocal "Emergency Ingress/Egress Easement" on the Easement Premises described below over, through, and across the Parcels described on Exhibits A and B attached hereto, which shall hereinafter be appurtenant to these Parcels.
- b) Easement Premises. The Emergency Ingress/Egress Easement Premises shall be located on the present and future platted subdivision roads on each of the Respective Subdivisions. Each of the Respective Parcels described in this Agreement shall be both the "Dominant Estate" and "Servient Estate" of this easement grant. This Emergency Ingress/Egress Easement shall connect with and be accessible from the dedicated public roads at the following points:
 - i) the Jeremy Ranch entrance to the Trails Parcel (intersection of Daybreaker and Sackett)
 - ii) the intersection of the old Bitner Road and the Rasmussen Service Road near the Southeast corner of the First Western Parcel.

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- iii) the intersection of the Blackhawk Ranch subdivision road to be known as Blackhawk Trail, and the Rasmussen Service Road.
 - iv) Red Hawk has established access rights through the Trails Subdivision and through Bitner Road. Blackhawk has established access rights via Blackhawk Trail, through Spring Creek Plaza.
- c) Location of the Connecting Road between the Red Hawk Parcel and the Blackhawk Parcel. There shall be one paved connecting point at the boundary of the Red Hawk Parcel and the Blackhawk Parcel for this Emergency Ingress/Egress Easement. The roads constructed by Red Hawk and Blackhawk to serve this connecting point for this Emergency Ingress/Egress Easement shall be constructed, as hereinafter provided, to a minimum width of graveled surface and minimum width of asphalt as required by the Park City Fire Service District. The exact easement location is legally and graphically described in Exhibit D.
- d) Scope of the Easement. This Emergency Ingress/Egress Easement is not a grant of a general ingress/egress right of way for the Respective Parcels. The grant of easement rights under this Section 1 shall be expressly limited to emergency purposes, including the right of the Park City Fire Service District, the Summit County Sheriff, and other local, state and federal emergency personnel to access each of the Respective parcels, along with the right of the parties and the future lot owners on these parcels and their invites to use this easement for ingress or egress to or from each of the Respective Parcels only in times of emergency to protect their health, safety, or personal well-being; notwithstanding, the owner of lot 17 may make general ingress/egress use of that portion of the easement located within the Redhawk parcel.
- e) Gate Installation. A gate with design and materials acceptable to Red Hawk, Blackhawk and Summit County, shall be constructed at the interior road connections between the subdivision; however, in the event a mutually acceptable gate has not been established prior to construction bidding, the gate design shall be of construction specified by the Park City Fire District, in order to allow the design to be finalized. The gate shall be constructed in a manner consistent to protect the rights of all the parties

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hereunder, and to enforce the above described Scope of the Easement. The gate at point "B" on Exhibit "C" hereto shall be constructed and paid for by Blackhawk.

- f) Expansion of the Dominant Estate by Ownership or Common Development. If any party to this Agreement shall acquire an ownership interest in any additional land contiguous to any of the original Parcels described herein, or shall enter into an agreement whereby adjoining land is developed under a common plan or scheme with one of the original Parcels described herein, then the grant of Emergency Ingress easement rights, the easement premises and the Dominant and Servient Estates hereunder shall automatically be expanded at the execution of the development agreement to include the new parcel. If such a development agreement is executed by any party then that party shall immediately send notice to each of the other parties to this Agreement and shall cause a notice of expansion of the easement to be recorded in the Summit County Recorder's office.
- g) Construction Standards. The road improvements to be constructed under this Agreement shall be constructed by each Parcel owner on their Respective Parcels. The Blackhawk road improvements shall be constructed to applicable Snyderville Basin Rural Development Guideline standards at the time Blackhawk is required to complete such improvements by Summit County. The Red Hawk road improvements shall be constructed to applicable Red Hawk Consent Agreement standards at the time required hereunder.

2. CONSTRUCTION REIMBURSEMENTS

- a) Blackhawk to Reimburse Red Hawk for Connecting Road Blackhawk agrees to reimburse Red Hawk for the cost of constructing portion of the Blackhawk Connecting Road (see below) within the Red Hawk Project which begins approximately at Red Hawk Road and lies within the legal description included in Exhibit D, which approximately follows within a 100 feet of the existing trail which follows the ridge line of the Ridge at Red Hawk Subdivision south to South Section line of Section 7, Township 1 South, Range 4 East, Salt Lake Base and Meridian, as shown on Exhibit "C". This portion of the road shall hereinafter be referred to as the Blackhawk Connecting Road (The heavy black line between points "A" to "B", as shown on Exhibit "C" is

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an approximate representation of the planned Blackhawk Connecting Road). The exact location shall be described in Exhibit D.

- b) Payment for Emergency Access Rights. Red Hawk shall not pay Blackhawk for the right to emergency access rights through the Blackhawk Subdivision and Spring Creek Plaza. Blackhawk shall pay to Red Hawk for the right to emergency access through Red Hawk Subdivision, through use of Bitner Road and through the Trails Subdivision in the amount to be agreed to by Red Hawk and Blackhawk within 30 days of this agreement. If Red Hawk and Blackhawk can not reach an agreed upon amount within this period of time, then an amount within the range of \$0 to \$150,000 shall be determined by the Summit County Planning Commission Chairman within the following 30 days. Blackhawk shall pay to Red Hawk said sum when they receive Summit County Commission approval of their first subdivision plat, but in no event later than October 1, 1998.
- c) Timetable for Construction. The emergency access road improvements contemplated in Paragraph 2a. shall be completed not later than one year after approval by Summit County of Blackhawk's first subdivision plat. If Red Hawk can not complete the improvements within one year or if Blackhawk is required to complete the improvements earlier, Blackhawk may bond for road construction and contract with Mountain Valley Construction to complete the improvements.
- d) Engineering and Surveys. The cost of designing and engineering the road improvements along with the costs of any necessary surveys and final engineering compliance inspections shall be included in the total construction costs of each road segment.
- e) Construction Bids and Contracts for the Shared Segments. Red Hawk shall be responsible for obtaining suitable construction bids, including a bid from Mountain Valley Construction, and engineering and survey bids, including a bid from Alliance Engineering, relating thereto, for the improvements on the Blackhawk Connecting Road. The funds required for the construction shall be deposited by Blackhawk in escrow with High Country Title Company prior to commencement of construction.
- f) Construction Records. Red Hawk shall be required to keep

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accurate records of bid requests, bid responses, and billings for the direct costs of construction and engineering and survey costs, and shall provide copies of the records with each request for payment presented to Blackhawk.

- g) Notice of Completion. Upon completion of the Blackhawk Connecting Road, Red Hawk shall immediately send notices to Blackhawk which shows evidence of completion, final engineering compliance and completed payment for the road improvements. Any amounts not paid within the thirty (30) day time period from the date of completion shall commence accruing interest thereafter at a rate of 12% per annum until collected. If any party fails to make timely payment they shall also bear any reasonable costs of collection and applicable attorneys' fees resulting from their failure to make timely payment.

3. EMERGENCY ACCESS TO WATER SYSTEMS

Emergency Access to Water Systems. Blackhawk shall use good faith efforts with SCSC, Inc. in order to allow SCSC's Kimball Peak water storage tank to include a dry stand pipe in order to facilitate the Park City Fire Service District's access to use the stored SCSC water for fire suppression in times of emergency in the Red Hawk subdivision. The costs for providing this limited emergency access to SCSC stored water will be paid by Blackhawk. In the event that Red Hawk wishes to install a pipe connecting SCSC's tank to Red Hawk's water system, including a locked valve with a key controlled by SCSC and the Park City Fire District, Blackhawk shall use good faith efforts with SCSC, Inc. in order to allow the installation of such a pipe at Red Hawk's sole expense in accordance with published SCSC engineering standards. The improvement, whether a dry stand pipe or a pipe tapping SCSC's tank, may not be used in lieu of any otherwise required Red Hawk fire suppression systems required by the Park City Fire District and shall be provided without any representations or warranties by SCSC or Blackhawk.

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4. MISCELLANEOUS

- a) Use of Easement Premises. Exclusive use of the easement

premises granted hereunder is not hereby granted. The right to use the easement premises for ingress and egress is expressly reserved by all the parties to this Agreement.

- b) Maintenance and Repairs. Blackhawk shall be responsible to maintain (including snowplow) and repair the Blackhawk Connecting Road such that the road remains in good condition and continues to meet county standards.
- c) Division of Dominant Estates. If any Parcel described hereunder or any Parcel which may hereinafter become subject to this Agreement is hereafter divided into two or more parts by separation of ownership or by lease, all such parts shall enjoy the benefit of the easements hereby created.
- d) Running of Benefit and Burden. All provisions of this Agreement, including the benefit and burden hereof, shall run with the land and are binding upon and shall inure to the benefit of the successors, assigns, tenants and representatives of the parties hereto.
- e) Notice. All required 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:

To Red Hawk: c/o Kirkpatrick McDonald
P.O. Box 980940
Park City, Utah 84098-0940

with a copy to:

Michael Nielsen
3445 Saddleback Road
Park City, Utah 84098

To Blackhawk: c/o Jim Doilney, Manager
1351 Moray Court
Park City, Utah 84060

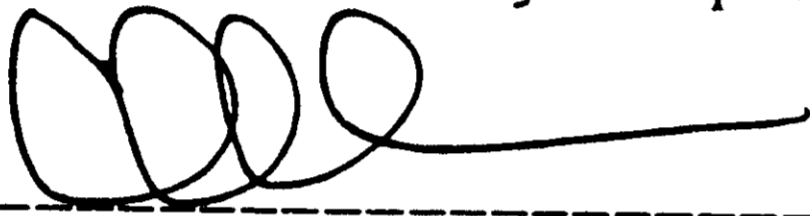
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- f) Construction. The rule of strict construction does not apply to this Agreement. This Agreement will be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to the grantees hereunder will be implemented.
- g) Arbitration. Any dispute regarding this Agreement which cannot be resolved by the parties shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.
- h) Attorney's Fees. In the event of an arbitrated settlement, the arbitrator may award reasonable attorney's fees and costs in the judgement of the abitrator.
- i) Facsimile Signatures. Facsimile signatures shall be accepted as original signatures and shall be binding.
- j) Entire Agreement. This Agreement contains the entire agreement between the parties, and there are no representations, agreements, arrangements or understanding, oral or written that are not fully expressed in this Agreement.
- k) Modification. This Agreement shall not be modified except by an instrument in writing signed by the parties hereto.
- l) Interpretation. The headings contained in this Agreement 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 Agreement.
- m) Other Agreements to Remain in Effect. This Agreement is not intended to modify, supersede or replace any other written ingress/egress easement agreement which may have been executed in regards to any of the parcels described herein. All other written easement agreements on these parcels shall remain in full force and effect.
- n) Prescriptive Rights Abandoned. All parties to this Agreement do hereby mutually abandon any claims they may have to any prescriptive easement rights or other non-granted easement rights to which they may presently be entitled over and across the parcels which are subject to this Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

REDHAWK DEVELOPMENT, L.L.C.
a Utah limited liability company

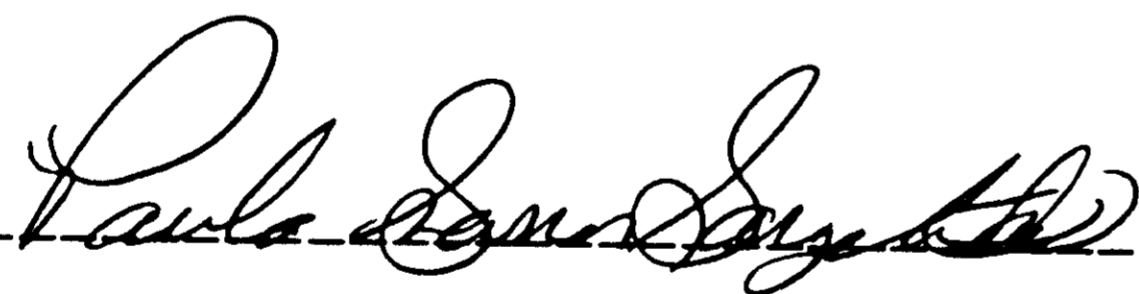
By:  _____

Its: MGR. _____

BLACKHAWK RANCH, L.C.
a Utah limited liability company

By:  _____

Its: Member _____

By:  _____

Its: MEMBER _____

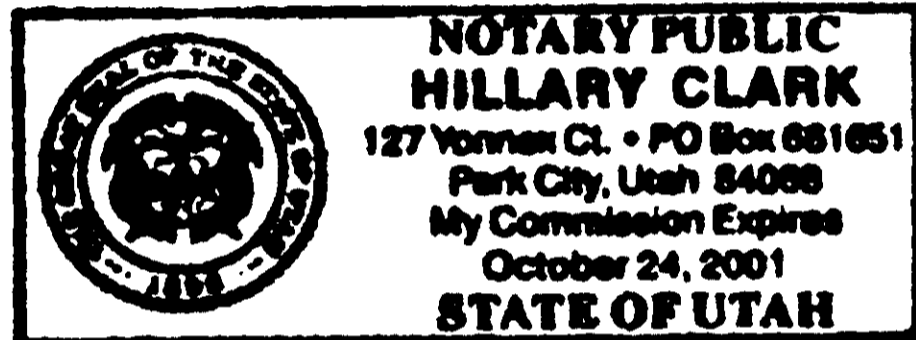
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RED HAWK'S ACKNOWLEDGMENT

State of Utah }
 }ss.
 County of ~~Salt Lake~~ Summit }

The foregoing instrument was acknowledged before me this 31 day of July, 1998 by Co Michael Nielsen, who is the Manager of REDHAWK DEVELOPMENT, L.L.C. and who executed this instrument on behalf of REDHAWK DEVELOPMENT, L.L.C. with proper authority.

Hillary Clark NOTARY PUBLIC

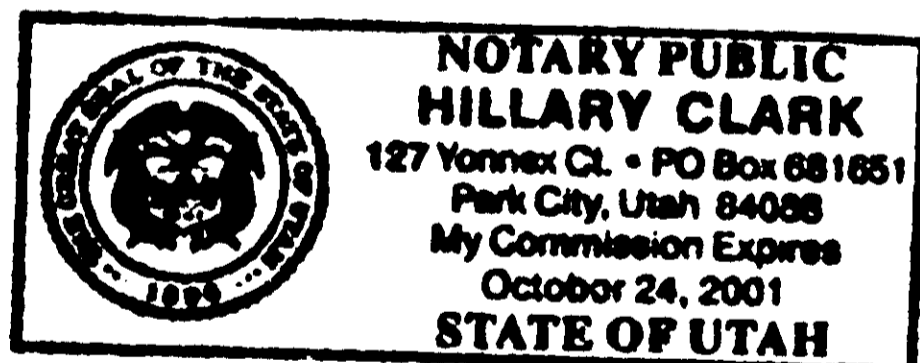


BLACKHAWK'S ACKNOWLEDGMENT

State of Utah }
 }ss.
 County of Summit }

The foregoing instrument was acknowledged before me this 31 day of July, 1998 by Michael Dorney, who is the Member of BLACKHAWK RANCH, L.C. and who executed this instrument on behalf of BLACKHAWK RANCH, L.C. with proper authority.

Hillary Clark NOTARY PUBLIC

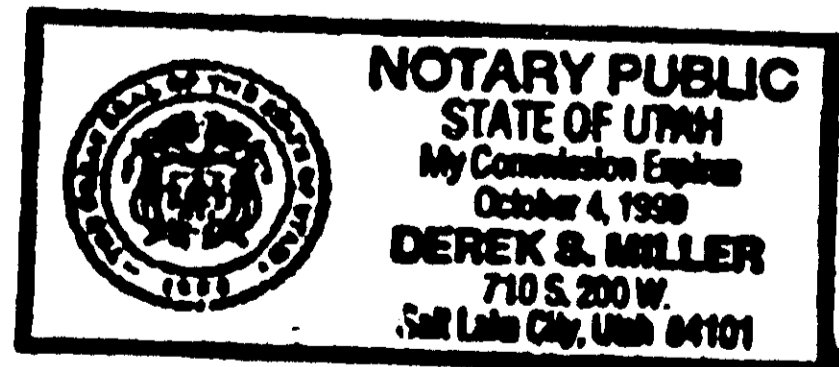


BLACKHAWK'S ACKNOWLEDGMENT

State of Utah }
 }ss.
 County of Salt Lake }

The foregoing instrument was acknowledged before me this 31 day of , 1998 by Paula S. Sargetakis, who is the Member of BLACKHAWK RANCH, L.C. and who executed this instrument on behalf of BLACKHAWK RANCH, L.C. with proper authority.

Derek S. Miller NOTARY PUBLIC



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EXHIBIT A

THE RED HAWK PARCEL

The Red Hawk Parcel is six separately described parcels as follows:

- Parcel 1: 272 acre (approx.) parcel in Section 5, T1S, R4E, SLB&M.
- Parcel 2: 638 acre (approx.) parcel in Section 8, T1S, R4E, SLB&M.
- Parcel 3: 21 acre (approx) parcel in Section 9, T1S, R4E, SLB&M.
- Parcel 4: 0 acres (Rights of Way and Easements through Parcels 1-3.)
- Parcel 5: 603 acre (approx.) parcel in Section 6, T1S, R4E, SLB&M
- Parcel 6: 658 acre (approx.) parcel in Section 7, T1S, R4E, SLB&M

PARCEL 1:

All of Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian,
EXCEPTING THEREFROM the following 5 tracts:

EXCEPTION 1:

BEGINNING at a point East 981 feet: from the Northwest corner of Section 5, Township 1 South, Range 4 East; thence East 326 feet along the Section line; thence South 1000 feet; thence West 326 feet; thence North 1000 feet to BEGINNING.

TOGETHER WITH an adequate right of way at least 50 feet in width over Grantor's property and subject to right of way over existing roadways.

EXCEPTION 2:

BEGINNING at a point East 1307 feet from the Northwest corner of Section 5, Township 1 South, Range 4 East; thence East along the Section line 870 feet; Thence South 1000 feet; Thence West 870 feet; thence North 1000 feet to BEGINNING.

TOGETHER WITH an adequate right of way at least 50 feet in width over Grantor's property and subject to right of way over existing roadways.

EXCEPTION 3:

BEGINNING; at a point 2177 feet East from the Northwest corner of Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence East along the Section line 423 feet; thence South 1029 feet; thence West 423 feet; thence North 1029 feet to the point of BEGINNING.

EXCEPTION 4:

BEGINNING at the Southeast corner of Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 89°45'34" West 2652.05 feet more or less along the South line of said Section to the South quarter corner of said Section 5; thence North 00°2'50" West 2696.26 feet along the quarter Section line to the center of said Section 5; thence North 89°39'30" East 2654.72 feet more or less

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to the East quarter corner of said Section 5; thence East 330.01 feet to an existing fence line; thence South 00°00'06" West 2702.20 feet along said fence line to an existing iron pipe, in a fence corner; thence North 89°47'07" West 330.35 feet along an existing fence line to the point of BEGINNING.

TOGETHER WITH a right of way 100 feet in width for ingress and egress, said right of way being 50 feet on each side of the following described center line:

BEGINNING at a point which is East 290.40 feet from the Southwest corner of Section 9, Township 1 South Range 4 East, Salt Lake Base and Meridian; and running
thence North 10°24'43" East 80.35 feet; thence North 00°15'50" West 1344.26 feet;
thence North 08°17'52" West 324.59 feet; thence North 24°06'15" West 116.17 feet;
thence North 61°51'53" West 912.86 feet; thence North 58°43'03" West 276.53 feet;
thence North 34°25'07" West 302.84 feet; thence North 17°09'09" West 490.38 feet;
thence North 32°31'12" West 218.58 feet; thence North 18°30'43" West 722.90 feet;
thence North 04°59'44" West 196.12 feet; thence North 20°15'51" East 284.87 feet;
thence North 04°57'03" West 395.75 feet; thence North 11°16'06" East 112.41 feet;
thence North 51°17'55" East 345.44 feet; thence North 09°10'52" West 184.10 feet;
thence North 08°23'56" East 32.74 feet to the Southerly line of Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

EXCEPTION 5:

BEGINNING at the Northeast corner of Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 89°57'17" East 329.76 feet to an old existing fence line; thence South 00°00'06" West 2105.14 feet along said fence line; thence West 330.01 feet; thence South 89°39'30" West 1817.02 feet; thence North 00°00'32" East 2116.71 feet to the Northerly line of said section; thence South 89°59'06" East 1816.98 feet to the point of BEGINNING.

PARCEL 2:

All of Section 8, Township 1 South, Range 4 East, Salt Lake Base and Meridian, EXCEPTING THEREFROM those portions lying within the East one-half of the East half of the Northeast quarter of the Northeast quarter of said Section and Silver Creek Estates Unit "C" Subdivision recorded September 18, 1963 as Entry No. 97485 in the office of the Summit County Recorder.

PARCEL 3:

The South 240 rods of the West 20 rods of Section 9, Township 1 South, Range 4 East, Salt Lake Base and Meridian, EXCEPTING THEREFROM any portion lying within Silver Creek Estates, Unit C (described above).

EXCEPTING from Parcels 2 & 3 those portions of the following described tract lying within said parcels:

Beginning at a point which is South 1241.49 feet and East 330.00 feet from the Northeast corner of Section 8, Township 1 South, Range 4 East, Salt Lake Base and Meridian (said point being on an

existing fence corner and a 2" pipe) and running thence South 00°02'02" East 1320.00 feet along an old existing fence line; thence North 81°11'19" West 1463.43 feet to the Easterly edge of a dirt road; thence North 17°09'09" West 70.80 feet along said road; thence North 32°30'27" West 218.77 feet along said road; thence North 18°30'43" West 650.38 feet along said road; thence North 82°46'31" East 1804.65 feet to the point of Beginning.

Together with a right of way 22 feet in width for ingress and egress, said right of way being 11 feet on each side of the following described center line:

Beginning at a point which is South 1433.19 feet and West 2200.34 feet from the Southeast corner of Section 17, Township 1 South Range 4 East, Salt Lake Base and Meridian (said point being on the center line of an existing dirt road and the Northerly line of a County Road); and running thence North 12°37'36" West 90.16 feet; thence North 16°44'02" West 204.35 feet; thence North 02°00'32" East 59.86 feet; thence North 49°08'45" East 510.31 feet; thence North 79°39'38" East 258.66 feet; thence North 32°48'09" East 174.02 feet; thence North 11°01'47" West 579.08 feet, more or less, to the Southerly line of Section 17; thence North 00°22'58" West 176.11 feet; thence North 03°50'31" East 1700.84 feet; thence North 27°13'53" East 1568.28 feet; thence North 50°09'35" East 1041.33 feet; thence North 29°34'05" East 317.20 feet; thence North 06°08'20" East 687.26 feet; thence North 11°44'41" East 399.59 feet, more or less to the point of beginning of the right of way set forth next below.

Together with a right of way 22 feet in width for ingress and egress, said right of way being 11 feet on each side of the following described center line:

BEGINNING at a point which is East 290.40 feet from the Southwest corner of Section 9, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running
thence North 10°24'43" East 80.35 feet; thence North 00°15'50" West 1344.26 feet;
thence North 08°17'52" West 324.59 feet; thence North 24°06'15" West 116.17 feet;
thence North 61°51'53" West 912.86 feet; thence North 58°43'03" West 276.53 feet;
thence North 34°25'07" West 302.84 feet; thence North 17°09'09" West 490.38 feet;
thence North 32°31'12" West 218.58 feet; thence North 18°30'43" West 722.90 feet;
thence North 04°59'44" West 196.12 feet; thence North 20°15'51" East 284.87 feet;
thence North 04°57'03" West 395.75 feet; thence North 11°16'06" East 112.41 feet;
thence North 51°17'55" East 345.44 feet; thence North 09°10'52" West 184.10 feet;
thence North 08°23'56" East 32.74 feet to the Southerly line of Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

PARCEL 4:

The above described subject: Parcels 1 thru 3 are together with and subject to the following described rights of way and easements:

RIGHT OF WAY NO. 1

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A right of way 100 feet in width for ingress and egress, said right of way being 50 feet on each side of the following described center line:

Beginning at a point which is South 1433.19 feet and West 2200.34 feet from the Southeast corner of Section 17, Township 1 South Range 4 East, Salt Lake Base and Meridian (said point being on the center line of an existing dirt road and the Northerly line of a County Road); and running thence North 12°37'36" West 90.16 feet; thence North 16°44'02" West 204.35 feet; thence North 02°00'32" East 59.86 feet; thence North 49°08'45" East 510.31 feet; thence North 79°39'38" East 258.66 feet; thence North 32°48'09" East 174.02 feet; thence North 11°01'47" West 579.08 feet, more or less, to the Southerly line of Section 17; thence North 00°22'58" West 176.11 feet; thence North 03°50'31" East 1700.84 feet; thence North 27°13'53" East 1568.28 feet; thence North 50°09'35" East 1041.33 feet; thence North 29°34'05" East 317.20 feet; thence North 06°08'20" East 687.26 feet; thence North 11°44'41" East 399.59 feet, more or less to the point of beginning of the right of way set forth next below.

RIGHT OF WAY NO. 2

A right of way 100 feet in width for ingress and egress, said right of way being 50 feet on each side of the following described center line:

BEGINNING at a point which is East 290.40 feet from the Southwest corner of Section 9, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 10°24'43" East 80.35 feet; thence North 00°15'50" West 1344.26 feet; thence North 08°17'52" West 324.59 feet; thence North 24°06'15" West 116.17 feet; thence North 61°51'53" West 912.86 feet; thence North 58°43'03" West 276.53 feet; thence North 34°25'07" West 302.84 feet; thence North 17°09'09" West 490.38 feet; thence North 32°31'12" West 218.58 feet; thence North 18°30'43" West 722.90 feet; thence North 04°59'44" West 196.12 feet; thence North 20°15'51" East 284.87 feet; thence North 04°57'03" West 395.75 feet; thence North 11°16'06" East 112.41 feet; thence North 51°17'55" East 345.44 feet; thence North 09°10'52" West 184.10 feet; thence North 08°23'56" East 32.74 feet to the Southerly line of Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

RIGHT OF WAY NO. 3

Easement and right of way for an existing dirt road over, along and across the following described centerline as follows:

BEGINNING at a point which is South 89°45'34" West 1176.53 feet from the Southeast corner of Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 08°23'56" East 84.08 feet; thence North 58°44'30" East 137.13 feet; thence North 85°03'11" East 235.29 feet; thence North 46°02'01" East 160.26 feet; thence North 63°23'39" East 165.68 feet; thence North 29°18'53" East 151.62 feet; thence North 67°55'51" East 79.45 feet; thence South 74°56'05" East 185.32 feet; thence North 81°39'34" East 70.26 feet; thence North 34°50'04" East 136.37 feet;

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thence North 54°53'29" East 174.64 feet; thence North 38°59'35" East 160.40 feet; thence North 22°34'56" East 89.74 feet; thence North 01°38'34" East 85.45 feet; thence North 04°06'23" West 208.81 feet; thence North 09°43'41" West 381.17 feet; thence North 23°57'06" West 83.02 feet; thence North 30°21'34" West 670.40 feet; thence North 06°47'06" West 53.74 feet; thence North 04°12'57" East 92.05 feet; thence North 32°02'28" West 24.43 feet; thence North 52°10'06" West 502.71 feet to a point on the North line of the Southeast quarter of said Section, which is West 656.44 feet from the East quarter corner of said Section 5.

RIGHT OF WAY NO. 4

Easement and Right of Way for an existing dirt road over, along and across the following described centerline as follows:

BEGINNING at a point which is South 2109.33 feet and West 656.44 feet from the Northeast corner of Section 5, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 52°10'06" West 324.78 feet; thence North 15°29'16" West 205.75 feet, thence North 13°52'39" West 72.25 feet; thence North 26°48'51" West 184.15 feet; thence North 12°04'08" West 181.58 feet to a point which is South 1300.00 feet from the Northerly line of said Section.

PARCEL 5:

All of Section 6, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

PARCEL 6:

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

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EXHIBIT "B"

THE BLACKHAWK PARCEL

BEGINNING at a point North 00°03'51" east along the Section line 60.92 feet from the Northeast corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 37°19'04" West 64.56 feet; thence North 73°43'27" East 31.49 feet; thence North 04°43'38" West 55.08 feet; thence North 66°28'03" West 51.06 feet; thence North 52°45'31" West 57.80 feet; thence North 27°30'16" West 39.74 feet; thence North 42°05'50" West 71.16 feet; thence North 70°54'40" West 137.22 feet; thence North 54°26'35" West 80.04 feet; thence North 67°03'06" West 69.98 feet; thence North 08°46'35" East 22.94 feet; thence North 28°01'58" West 27.34 feet; thence North 76°21'31" West 60.59 feet; thence North 69°53'29" West 150.93 feet; thence South 77°51'07" West 80.12 feet; thence North 68°54'54" West 130.12 feet; thence South 73°51'38" West 98.87 feet; thence South 86°54'40" West 68.46 feet; thence South 33°43'48" West 20.59 feet; thence South 63°58'47" West 67.13 feet; thence North 89°03'28" West 35.47 feet; thence South 07°08'24" East 48.17 feet; thence South 56°59'13" East 30.72 feet; thence South 54°04'29" West 74.17 feet; thence North 89°47'50" West 78.24 feet; thence North 38°10'22" West 68.52 feet; thence North 44°11'00" West 48.74 feet; thence North 14°52'00" West 57.54 feet; thence North 51°45'00" West 65.17 feet; thence South 80°10'00" West 74.92 feet; thence South 45°21'00" West 56.72 feet; thence South 57°55'00" West 77.83 feet; thence West 34.94 feet; thence North 63°52'00" West 29.05 feet; thence South 78°16'00" West 65.34 feet; thence South 60°51'00" West 170.76 feet. thence South 85°47'00" West 170.76 feet; thence South 85°47'00" West 73.50 feet; thence North 74°21'00" West 28.03 feet; thence South 70°26'16" West 84.00 feet; thence along the boundary line of Spring Creek Plat "A" Subdivision, according to the official plat on file with the Summit County Recorder office South 53°51'00" West 334.70 feet; thence along the boundary line of Spring Creek Plat "A" Second Amended Subdivision, according to the official plat on file with the Summit County Recorder's office North 70°47'29" West 400.32 feet; thence North 00°53'47" West 1638.88 feet; thence West 1322.90 feet; thence North 00°55'56" West 2054.89 feet; thence South 89°45'04" West 1305.20 feet; thence along the West line of Section 18 North 00°12'18" West 1248.54 feet; thence along the North line of Section 18 North 89°25'03" East 5356.29 feet; thence along the East line of Section 18 South 00°03'51" West 5271.78 feet to the point of BEGINNING.

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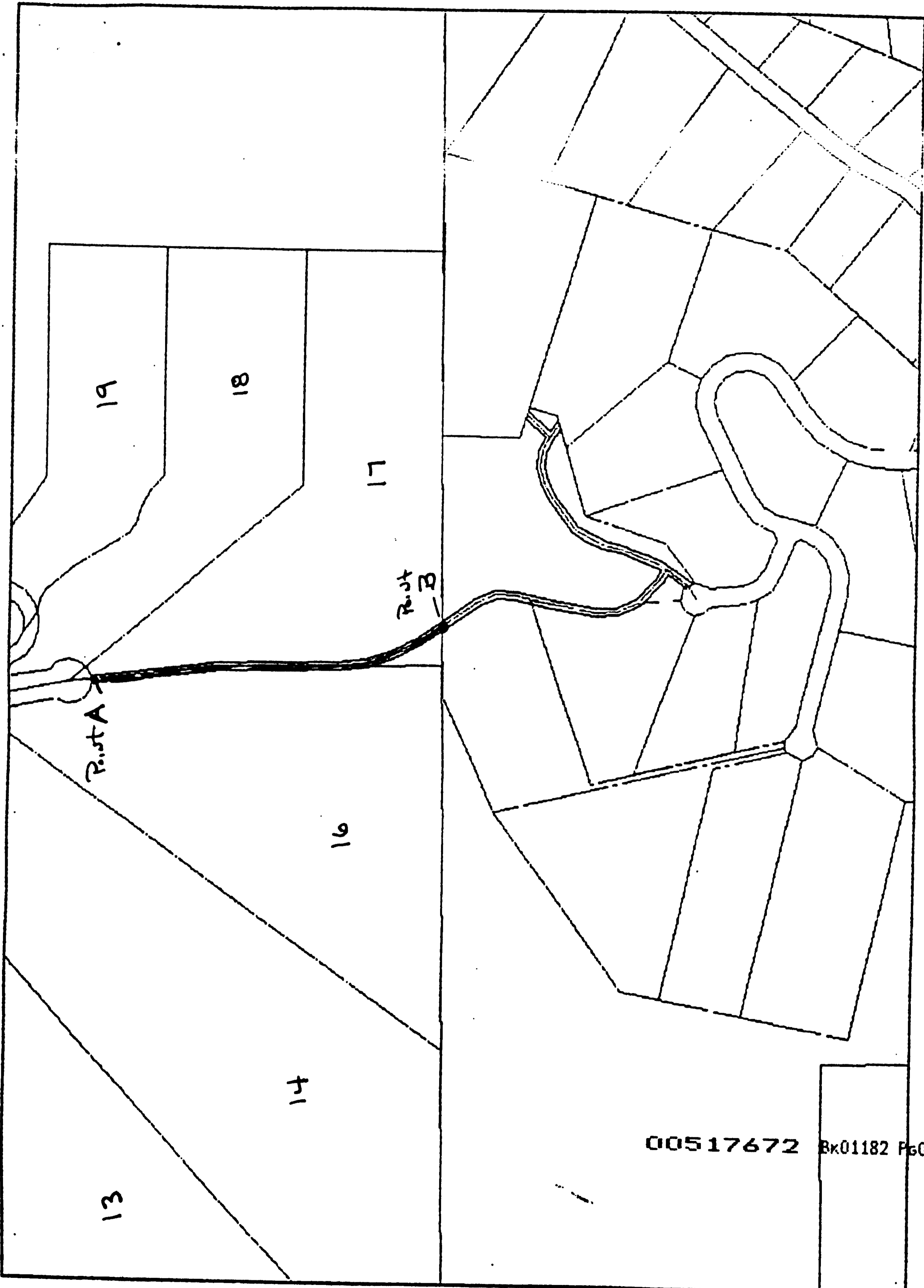


Exhibit "C"

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**Alliance
Engineering Inc.**

CONSULTING ENGINEERS

LAND PLANNERS

SURVEYORS

ON BLACK HAWK PARCEL

6-5-98

LEGAL DESCRIPTION EASEMENT

A 25' WIDE EMERGENCY INGRESS/EGRESS EASEMENT

12.5' EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING at a point North 89° 24' 49" East along the Section Line 87.66 feet from the North 1/4 corner of Section 18, Township 1 South, Range 4 East, Salt Lake Base & Meridian; and running thence South 35° 26' 00" East 141.35 feet; to a point on a 150.00 foot radius curve to the right, center bears South 54° 34' 00" West; South 80° 37' 22" East; thence along the arc of said curve 134.75 feet thru a central angle of 51° 28' 15" to a point on a 1037.69 foot radius reverse curve to the left, center bears South 73° 57' 45" East; thence along the arc of said curve 120.62 feet thru a central angle of 06° 39' 37" to a point of tangency; thence South 09° 22' 38" West 141.76 feet to a point on a 195.96 foot radius curve to the left, center bears South 80° 37' 22" East; thence along the arc of said curve 153.06 feet thru a central angle of 44° 45' 17" to a point on a 247.66 foot radius compound curve to the left, center bears North 54° 37' 21" East; thence along the arc of said curve 99.34 feet thru a central angle of 22° 58' 57" to a point of tangency; thence South 58° 21' 36" East 50.35 feet to a point on a 521.34 foot radius curve to the right, center bears North 58° 21' 36" West; thence along the arc of said curve 92.63 feet thru a central angle of 10° 10' 47"; thence South 59° 59' 32" West 50.00 feet and terminating at the center point of proposed Kimball Creek Court.

Y:\ERP\DOCS\REDESMT2.WPD

00517672 Bk01182 Pg00443

323 Main Street

P.O. Box 2664

Park City, Utah 84060

801-649-9467

FAX 801-649-9475

A:\EMERGOS.3 7/30/98 page 18

EXHIBIT "D"

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RED HAWK

PAGE 25

FROM -1144*0 X 70' 4-

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P. 2

ON REDHAWK PARCEL

5/11/98
RKH
1119EASE

EXHIBIT 'D'

LEGAL DESCRIPTION EASEMENT
A 25' WIDE EMERGENCY INGRESS/EGRESS EASEMENT
12.5' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WHICH LIES ON THE SOUTHERLY LINE OF LOT 17, OF THE RIDGE AT RED HAWK SUBDIVISION, PLAT 'A', SAID POINT ALSO LIES N89°31'29"E, ALONG THE SECTION LINE, 87.78 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE N35°26'00"W, 87.73 FEET, TO A POINT ON A 487.50 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS N54°34'00"E; THENCE ALONG THE ARC OF SAID CURVE, 293.29 FEET THROUGH A CENTRAL ANGLE OF 34°28'12" TO A POINT ON THE WESTERLY LINE OF LOT 17; THENCE N00°57'48"W, ALONG THE WESTERLY LINE OF LOT 17, 390.10 FEET; THENCE N07°25'05"W, ALONG SAID WESTERLY LINE, 499.03 FEET TO THE NORTHWEST CORNER OF LOT 17; THENCE N11°10'36"W, ALONG THE WESTERLY LINE OF LOT 18, 228.11 FEET, TO A POINT ON A 88.07 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS N78°49'24"E; THENCE ALONG ARC OF SAID CURVE 46.35 FEET, THROUGH A CENTRAL ANGLE OF 30°09'03" TO A POINT ON THE NORTHWEST CORNER OF LOT 18.

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