

"OPEN SPACE" EASEMENT

This "OPEN SPACE" EASEMENT is made this 10<sup>th</sup> day of MARCH, 1998, by RENAISSANCE AT INDIAN SPRINGS, L.C., a Utah limited liability company, of 758 South 400 East, Suite 203, Orem, Utah 84058, MIRA MONTE APARTMENTS, a California General Partnership, of 1190 El Toro Road, Ojai, California 93023, and Jerry R. Martin and Beverly J. Martin, individually, of 1575 West 2600 North, Pleasant Grove, Utah 84062 (hereinafter referred to jointly as the "Grantor") in favor of the RENAISSANCE AT INDIAN SPRINGS HOMEOWNERS ASSOCIATION, a Utah non-profit corporation, and the City of Pleasant Grove (hereinafter referred to jointly as the "Grantee").

RECITALS

A. Grantor is the owner of certain real estate located in Utah County, Utah, described more particularly on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Grantor is going to create a Performance Development on the Property known or to be known as the RENAISSANCE AT INDIAN SPRINGS Project (the "Project").

C. The Property will consist of certain Lots to be individually owned and certain common areas and facilities to be owned by the Grantee.

D. The land owned by the Association is hereinafter referred to as the "Common Area" or "Burdened Parcel".

E. Certain pasture land is included in the Common Area (the "Pasture Land"). The exact location of the Pasture Land is shown on the Plat Map for the Project recorded in the Office of the County Recorder of Utah County, Utah.

F. Grantor and Grantee desire to maintain the Pasture Land as perpetual "open space" for the benefit of Grantee, Grantor and the Lot Owners at the Project.

GRANT

NOW THEREFORE, in consideration of the covenants contained herein and other valuable consideration, Grantor makes the following grants, agreements, covenants and restrictions:

1. Easement. Grantor hereby grants to Grantee a perpetual non-exclusive easement to use the Pasture Land (subject to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RENAISSANCE AT INDIAN SPRINGS, a Performance Development, recorded or to be recorded in the Office of the County Recorder of Utah County, Utah) exclusively as "open space" (as that term is defined in Section 2 herein) for the benefit of Grantee, their successors and assigns, and the Lot Owners and Lots at the Project (the "Benefitted

Parcels") according to the official plat thereof on file with the office of the Utah County Recorder which will be benefitted by the easement herein granted (which persons or entities are sometimes collectively called the "Owners").

2. Definition of "Open Space". In the event that Utah County or the City of Pleasant Grove shall adopt an ordinance which contains a definition of the term "open space" and which makes such definition applicable to the Burdened Parcel, that definition shall be incorporated into this easement by reference. In the absence of such a definition, the term "open space" shall mean land on which improvements and activities shall be permitted and prohibited as designated in subsections 2.1 and 2.2, respectively.

2.1. Permitted. The following improvements and activities shall be permitted: pasture, unimproved land, open space, landscaping, green space, and the grazing of horses, animals and livestock.

2.2 Prohibited. The following improvements and activities shall be prohibited: temporary or permanent buildings or building-type structures or any kind, impervious surfaces other than those used only for activities permitted by Subsection 2.1 hereof, operation, parking or storage of motorized vehicles of any kind except those used for landscaping maintenance, machinery which is affixed to the property and which can be seen or heard from adjacent property, noxious or offensive activities of any kind, any activity which is or which may become a nuisance, and dumping or storage of refuse, garbage or other waste.

3. Respect of the Easement. Grantee agrees that neither it nor the Owners will do anything to interfere with this "Open Space" Easement.

4. Easements Appurtenant. Each and all of the easements and rights granted or created herein are appurtenances to the Benefitted Parcels and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such Benefitted Parcels. The Benefitted Parcels shall constitute the dominant estate, and the Burdened Parcel shall constitute the servient estate. Each and all of the easements, covenants, restrictions and provisions contained in this Agreement create equitable servitudes upon, and constitute covenants running with, the land. The easements shall bind every person or entity having any fee, leasehold or other interest in any portion of the Burdened Parcels at any time or from time to time.

5. Transfer of Title. The acceptance of any transfer or conveyance of title from any of the Owners or their respective heirs, representatives, successors or assigns of all or any part of their interest in the Burdened Parcel, or any part thereof, shall be deemed to constitute the agreement of the prospective grantee to agree not to use, occupy or allow any lessee or occupant to use or occupy the Parcel, or any part thereof, in any manner which would constitute a violation or breach of any of the easements and covenants contained herein.

6. Duration. The easements, covenants, restrictions and other provisions of this Agreement shall be of perpetual duration.

7. Amendment. This Agreement, or any easement, covenant, restriction or undertaking contained herein, may be terminated or amended only by the recording of the appropriate document in the Office of the County Recorder of Utah County, Utah, which document must be executed by Grantee and all of the Owners as of the date of such document.

8. Indemnification. By acceptance of this easement, Grantee agrees to indemnify and hold harmless Grantor (and its successors and assigns which may hold legal title to the Burdened Parcel) from and against all liabilities, claims, judgments, attorneys' fees, etc., which may arise solely by virtue of their ownership of legal title to the Parcels.

9. Attorney's Fees. In the event any action is instituted by a party to enforce any of the provisions contained herein, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and expenses.

10. Entire Agreement. With regard to the "Open Space" Easement, this Agreement constitutes the entire understanding and agreement of the parties and any and all prior agreements or understandings with regard to the subject matter hereof are canceled in their entirety and are of no force and effect.

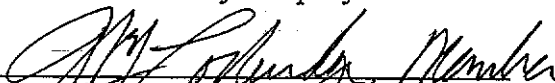
11. Captions. The captions appearing in this Agreements are for convenience in reference only. Should there be any conflict between any caption and the section with which it appears, the section and not the caption shall control.

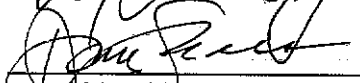
12. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or waiver of any subsequent breach.

13. No Partnership. Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent or partnership or joint venture or of any other similar association between the parties hereto.

DATED as of the day and year first above written.

RENAISSANCE AT INDIAN SPRINGS, L.C.  
a Utah limited liability company

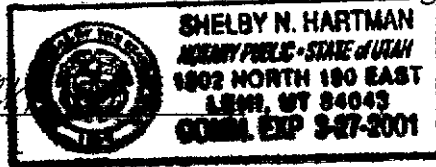
By:  Member  
Title: Wayne H. Corbridge, Member

By:  Member  
Title: David Schiess, Member

STATE OF UTAH )  
 )ss:  
COUNTY OF UTAH )

On the 10<sup>th</sup> day of March, 1998, personally appeared before me Wayne H. Corbridge and David Schiess, who by me being duly sworn, did say that they are Members of RENAISSANCE AT INDIAN SPRINGS, L.C., a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said Company by authority of its Articles of Organization or a resolution of its Members, and said Wayne H. Corbridge and David Schiess duly acknowledged to me that said Company executed the same.

*Shelby N Hartman*  
NOTARY PUBLIC  
Residing At: *Utah*  
Commission Expires: *3-27-2001*



MIRA MONTE APARTMENTS,  
a California General Partnership

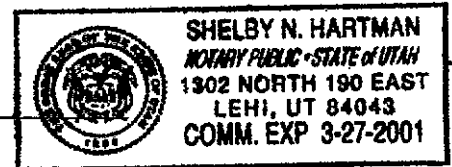
By: THE JACKSON COMPANY  
A California General Partnership  
and General Partner of MIRA  
MONTE APARTMENTS

By: *[Signature]*  
Title: E. William Jackson, General Partner

STATE OF UTAH )  
 )ss:  
COUNTY OF UTAH )

On the 13<sup>th</sup> day of March, 1998, personally appeared before me E. William Jackson, who by me being duly sworn, did say that he is the General Partner of THE JACKSON COMPANY, a California General Partnership, who is the General Partner of MIRA MONTE APARTMENTS, a California General Partnership, and that the within and foregoing instrument was signed in behalf of MIRA MONTE APARTMENTS, a California General Partnership, and said E. William Jackson duly acknowledged to me that said company executed the same.

*Shelby N Hartman*  
NOTARY PUBLIC  
Residing at: *Utah*  
Commission Expires: *3-27-2001*



*Jerry R. Martin*  
Jerry R. Martin, Individually

*Beverly J. Martin*  
Beverly J. Martin, Individually

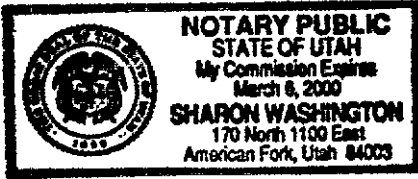
STATE OF UTAH

)  
)ss:  
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COUNTY OF UTAH

On the 11 day of March, 1998, personally appeared before me Jerry R. Martin and Beverly J. Martin, and being first duly sworn, did state, under oath, that the within and foregoing instrument was signed by them.

*Sharon Washington*  
NOTARY PUBLIC  
Residing at: *American Fork, UT*



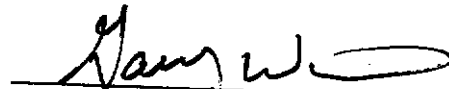
# SURVEYOR'S CERTIFICATE

I, GARY W. WIER DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 333098 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF SAID TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS IS TRUE AND CORRECT.

Exhibit "A"

5-22-98

DATE



GARY W. WIER, L.S.

## BOUNDARY DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MONUMENT MARKING THE NORTH QUARTER CORNER OF SAID SECTION 18; THENCE SOUTH 38.71 FEET TO THE REAL POINT OF BEGINNING; THENCE NORTH 89°31'15" EAST, PARALLEL WITH THE SECTION LINE A DISTANCE OF 433.97 FEET TO THE NORTHWEST CORNER OF PROPERTY DESCRIBED AND FOUND IN BOOK 3148 AT PAGE 192 OF THE OFFICIAL UTAH COUNTY RECORDS; THENCE ALONG SAID PROPERTY THE FOLLOWING THREE COURSES AND DISTANCES, NORTH 89°31'15" EAST PARALLEL WITH THE SECTION LINE, 769.82 FEET; THENCE SOUTH 00°14'34" WEST ALONG A FENCE LINE EXTENDED, 980.45 FEET; THENCE NORTH 89°49'58" WEST ALONG A FENCE LINE, 314.73 FEET TO A POINT ON A BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NO. 17171 IN BOOK 4537 AT PAGE 572 OF THE OFFICIAL RECORDS OF UTAH COUNTY; THENCE ALONG SAID BOUNDARY LINE AGREEMENT THE FOLLOWING THREE COURSES AND DISTANCES, NORTH 00°00'00" EAST, A DISTANCE OF 464.41 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 21.31 FEET TO A POINT ON A FENCE AND THE SOUTH BOUNDARY OF AFORESAID PROPERTY FOUND AND DESCRIBED IN BOOK 3148 AT PAGE 192 OF THE OFFICIAL RECORDS; THENCE SOUTH 58°30'22" WEST ALONG A FENCE LINE 131.53 FEET; THENCE SOUTH 47°52'00" WEST ALONG A FENCE LINE, A DISTANCE OF 262.85 FEET; THENCE SOUTH 45°30'00" WEST ALONG A FENCE LINE, 351.89 FEET TO A FENCE CORNER; THENCE NORTH 00°16'20" EAST, A DISTANCE OF 673.80 FEET (FORMERLY N 01°00'00" E, 682.45'); THENCE NORTH 00°00'00" EAST, A DISTANCE OF 344.26 FEET TO THE REAL POINT OF BEGINNING. CONTAINS 20.63 ACRES OF LAND MORE OR LESS.

## OWNER'S DEDICATION

THE OWNER(S) OF THE PARCEL OF LAND WHICH IS SHOWN UPON THE PLAT OF INDIAN SPRINGS, A UTAH HOUSING PROJECT, DOES CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAT AND DOES HEREBY OFFER AND CONVEY TO ALL PUBLIC UTILITY AGENCIES AND THEIR SUCCESSORS AND ASSIGNS A PERMANENT EASEMENT AND RIGHT-OF-WAY AS SHOWN AND MARKED "TRACT A COMMON AREA" AND "PRIVATE STREETS" ON THE WITHIN PLAT FOR THE CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER AND WATER LINES AND APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS THERETO. IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS

26<sup>TH</sup> DAY OF May A.D. 1998

Trophy Homes, LLC by W.H. Corbridge, Member  
WAYNE H. CORBRIDGE

Jerry R. Martin, Trustee  
JERRY R. MARTIN

Erin Jackson - Mica Houts (Partner)  
WILLIAM JACKSON

Beverly J. Martin  
BEVERLY J. MARTIN

ENT 58315 BK 4666 PG 312

## ACCEPTANCE BY LEGISLATIVE BODY

THE City Council OF Pleasant Grove City  
COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON HEREBY ACCEPTS THE DEDICATION OF ALL STREETS; EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 6 DAY OF January, A.D. 98

David Anderson

David Anderson