Record against the following properties: Exhibit "A" - Phase A property Exhibit "B" - Phase I Exhibit "C" - Phase II Exhibit "D" - Common Easement No. 1 (Road) Exhibit "E" - MSPI Property Exhibit "F" - CPBS/Pine Ridge .5 Acres Exhibit "G" - Schmidt 2.5 Acres

00656791 B: 1289 P: 1349 Fee \$172.00 Debbie B. Johnson, Iron County Recorder Page 1 of 39 05/15/2014 11:31:49 AM By VIAL FOTHERINGHAM SG

39

After recording mail to: Vial Fotheringham SG, LLP Attn: Bruce C. Jenkins 1173 South 250 West, Ste. 308 St. George, UT 84770

EASEMENT AND AGREEMENT RE: COMMON ACCESS AND UTILITY EASEMENTS

This Easement and Agreement re: Common Access and Utility Easements ("Agreement") is entered into by and between Chalet Village Resort Condominiums Phase A Owners Association, a Utah non-profit corporation (the "Chalet Phase A Association"); The Ridges at Chalet Village Homeowners Association, the surviving entity of the merged Chalet Village Resort Condominiums, Phase I Owners Association, a Utah non-profit corporation (the "Chalet Phase I Association") and Chalet Village Resort Condominiums, Phase II Owners Association, a Utah non-profit corporation (the "Chalet Phase I Association") and Chalet Village Resort Condominiums, Phase II Owners Association (the "Chalet Phase II Association") (hereafter referred to as the "Ridges Association"); Billie C. Schmidt, the successor of interests of Stephen V. Schmidt ("Schmidt"); CPBS, LLC, a Nevada limited liability company ("CPBS") as the successor to Pine Ridge Associates, LLC ("Pine Ridge"); and Mountain Spirit Properties, Inc. ("MSPI"). Sometimes hereafter one of the foregoing may be referred to as a "Party" and all of the foregoing may collectively be referred to as "Parties."

RECITALS

The parties recite and declare as follows:

1. The Chalet Phase A Association has been established for the administration of Chalet Village Resort Condominiums, Phase A project, which project includes the Chalet Phase A Pool and forty-six (46) residential condominium units and related common elements and areas and is subject to further expansion (the "Chalet Phase A Project") -- the Chalet Phase A Project is more particularly described in **Exhibits "A"**;

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- 2. The Chalet Phase I Association was established for the administration of Chalet Village Resort Condominiums, Phase I project, which project consists of twenty-four (24) residential condominium units and related common elements and areas and is not subject to further expansion (the "Chalet Phase I Project") -- the Chalet Phase I Project is more particularly described in **Exhibit "B**";
- 3. The Chalet Phase II Association was established for the administration of the Chalet Village Resort Condominiums, Phase II project, which project consists of sixteen (16) residential condominium units and related common elements and areas and is not subject to further expansion (the "Chalet Phase II Project") -- the Chalet Phase II Project is more particularly described in **Exhibit "C"**;
- 4. On or about November 30, 2012, the Chalet Phase I Association and the Chalet Phase II Association executed Articles of Merger with the surviving entity to be known as The Ridges at Chalet Village Homeowners Association, a Utah non-profit Association. The Articles of Merger were filed with the Utah Department of Commerce, Division of Corporations, on or about December 10, 2012;
- 5. The Chalet Phase A Project, the Chalet Phase I Project, and the Chalet Phase II Project were established as separate and independent condominium projects with their own separate and independent homeowners associations. The three separate condominium projects, and the other properties subject to this agreement, were not made a part of any master association through the original condominium declarations filed for each separate project, or otherwise;
- 6. As a result of the merger of the Chalet Phase I Association and the Chalet Phase II Association into the Ridges Association, there are now two separate condominium projects, with the Chalet Phase I Project and the Chalet Phase II Project being hereafter referred to as the "Ridges Project";
- 7. The Chalet Phase A Project, the Ridges Project, and the MSPI property all share a common access and utility easement as shown on the official plat maps for such projects, which easement is depicted on **Exhibit "D**" hereto and shall hereafter be referred to as Common Easement No. 1;
- 8. The Chalet Phase I Project and the Chalet Phase II Project also share a separate common access and utility easement as established on the official plat maps for such Projects, which easement is depicted on **Exhibit "D"** hereto and shall hereafter be referred to as Common Easement No. 2. The Ridges Association hereby represents that this easement is merged into common area of the Ridges Association for the benefit of the Ridges Project by virtue of the merger of the of the Chalet Village Phase 1 and Chalet Village Phase II Associations. The Ridges Association also acknowledges that under separate agreement entered into by their predecessors, the Chalet Village Phase I Association, the

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Ridges Association will provide a joint use and maintenance easement across and under this Common Easement No. 2 for access and utilities to for the benefit of Pineridge Property when it is developed. (See Article II, below)

- 9. MSPI is the owner of a commercial property adjacent to the Chalet Phase A Project (the "MSPI Property") and also takes access off of a portion of Common Easement No. 1 -- the MSPI Property is more particularly described in **Exhibit "E"**;
- CPBS, LLC, the successor to Pine Ridge, owns an approximate one-half acre undeveloped parcel of land which is adjacent to both the Chalet Phase A and the Chalet Phase I and II Projects (the "Pine Ridge .5 Acres") and will take access over both Common Easement No. 1 and Common Easement No. 2 -- the Pine Ridge .5 Acres is more particularly described in Exhibit "F";
- 11. Billie C. Schmidt (Schmidt) owns an approximately 2.5 acre parcel of undeveloped land which is the servient estate of the common access easement (the "Schmidt 2.5 Acres") and when such parcel is developed, access will also be taken to this parcel from a portion of the Common Easement No. 1 -- the Schmidt 2.5 Acres is more particularly described in **Exhibit "G"**;
- 12. The Parties acknowledge that they are, and shall remain, legally separate from one another except to the extent there are shared rights, obligations and easements as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants of the parties and for other good and valuable consideration, receipt of which is acknowledged by each of the parties, the parties covenant and agree as follows:

ARTICLE I COMMON EASEMENT NO. 1

Section 1.1 <u>Description</u>. Common Easement No. 1 is shown as approximately located on **Exhibit "D**".

Section 1.2 <u>Easement Grant and Reservation</u>. To the extent not officially done so before in the official plat maps for the Chalet Phase A Project, the Chalet Phase I Project and the Chalet Phase II Project, Schmidt HEREBY GRANTS AND CONVEYS a perpetual, nonexclusive common easement for ingress, egress and utilities over, across and under Common Easement No. 1 to MSPI, the Chalet Phase A Association, the Ridges Association and Pine Ridge for the benefit of the said Associations and entities, their members and the real property described in Exhibits "A", "B", "C", "D", "F" and "G". Schmidt also HEREBY RESERVES to

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itself, its successors and assigns, the right to use the real property described in Exhibit "E" for ingress, egress, utilities and development of the real property described in Exhibit "H".

Section 1.3 <u>Cost Allocation</u>. The expenses for removing snow from, maintaining, repairing and replacing Common Easement No. 1 shall include, without limitation, maintenance costs, replacement reserves, real property taxes, insurance, and other expenses arising therefrom. The pro rata share of such costs shall be shared between the following Parties according to the following formula:

(a) The Costs multiplied by the number of residential units for the Chalet Phase A Project, the Ridges Project, the Pine Ridge .5 Acres, when developed, and the Schmidt 2.5 Acres, when developed¹, and assigning five (5) residential units to MSPI Property (3 residential units for the 3 apartments and 2 residential units for the office space), all combined, and then divided by:

(b)(i) for the MSPI Property, the sum of the residential units assigned to such property;

(ii) for the Chalet Phase A Association, the number of residential units in the Chalet Phase A Project;

(iii) for the Ridges Association, the number of residential units in the Ridges Project;

(iv) for the Pine Ridge .5 Acres, when developed, the number of residential units in the Pine Ridge project; and

(v) for the Schmidt 2.5 Acres, when developed, the number of residential units (or if developed for commercial uses, the number of equivalent residential units as determined by water usage under ordinances and codes of the Town of Brian Head) in the Schmidt project.

Section 1.4 <u>Management</u>. Each Party whose property is developed, currently Chalet Phase A Association, the Ridges Association, and MSPI shall all be entitled to appoint one member to a road maintenance committee (hereafter the "Road Maintenance Committee"). Each member of the Road Maintenance Committee shall have one (1) vote. If there ends up being an even number of members on the Road Maintenance Committee and a deadlock is reached, the Party whose property has not yet been developed will be entitled to vote and break the deadlock. Decisions of the Road Maintenance Committee shall be made by majority vote of the entire committee.

On or before May 15 of each calendar year, the Road Maintenance Committee shall prepare a budget for maintenance of the road maintenance. Each party's proportionate share of the annual expenses shall be paid to a joint account maintained for the parties by a Utah based Certified Public Accountant in twelve equal installment payments due on the first day of each



¹Neither Pine Ridge nor Schmidt shall have any obligation to share in the Segment 1 Costs until a certificate of occupancy is issued for a residential unit on the Pine Ridge .5 Acres or Schmidt 2.5 Acres, respectively.

month. (The CPA shall be selected by the Road Maintenance Committee). Late payments shall bear interest at the rate of twelve percent (12%) per annum. If payment is more than thirty (30) days late, the Road Maintenance Committee, by majority vote and not including the vote of the Party in default, shall have the right to accelerate the payment and declare the entire balance immediately due and owing and file suit to collect amounts owing. The defaulting party shall be responsible for all costs and attorneys' fees incurred in collection.

ARTICLE II COMMON EASEMENT NO. 2

Section 2.1 <u>Description</u>. The ingress, egress and utility easement commonly shared by the Chalet Phase I Project, the Chalet Phase II Project and the Pine Ridge .5 Acres is approximately located as depicted on **Exhibit "D,"** and is referred to herein as Common Easement No. 2, which is more fully described and depicted in the official plat maps for the Chalet Phase I and Chalet Phase II Projects.

Section 2.2 <u>Cost Sharing</u>. The Chalet Phase I Association and Pine Ridge have already entered into an agreement for the Common Easement No. 2, a copy of which is attached hereto as **Exhibit "H."** The parties thereto may amend **Exhibit "H"** or enter into other agreements related to Common Easement No. 2 as they may choose without affecting the validity or terms of this Agreement.

ARTICLE III GENERAL PROVISIONS

Section 3.1 This Agreement shall inure to the benefit of and be binding upon all parties and their respective successors and assigns.

Section 3.2 Any dispute arising in connection with the construction or enforcement of the provisions of this Agreement, or the application or validity thereof, shall be submitted to arbitration, such arbitration proceedings to be held in St. George, Utah, in accordance with the rule of the American Arbitration Association, and this Agreement to arbitrate shall be specifically enforceable. Any award rendered in any such arbitration proceeding shall be final and binding on the parties, and judgment may be entered thereon in the appropriate District Court of the State of Utah or any other court of competent jurisdiction. The costs and fees of any such arbitration proceeding shall be borne by the respective parties thereto, but the arbitrators may in their discretion award costs and reasonable attorneys' fees to the prevailing party.

Section 3.3 The captions of Articles in this Agreement are for the convenience of the reader only and are not intended to be part of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identification of the person, firm, corporation or other entity referred to may require.

Section 3.4 This Agreement, the construction of its terms and the rights and duties of

Johnson, Iron County Recorder Page 5 of 39 11:31:49 AM By VIAL FOTHERINGHAM SG

13-05-06.4.OUT. SHARED EASEMENTS ver 11(14-02-19).bcj CV.S08814-001 jcs.wp

the parties hereunder shall be governed by the laws of the State of Utah.

This instrument contains the entire Agreement between the parties hereto, Section 3.5 and no representations, warranties or covenants not included in this Agreement may be relied upon by any party hereto. This Agreement may be amended, modified or otherwise changed only by an instrument in writing executed by all of the parties, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon a party unless in writing and signed by the party or its duly authorized representative.

Any provision of this Agreement that in any way contravenes the Section 3.6 provisions of applicable law shall, to the extent the law is contravened, by considered severable and not applicable and shall not alter or affect any other provision of this Agreement.

. . . .

The Recitals in this Agreement shall be treated as covenants and Section 3.7 conditions and not as mere recitals.

This Agreement shall be binding upon the Parties, their heirs, successors Section 3.8 and assigns.

> CHALET VILLAGE RESORT CONDOMINIUMS. PHASE A OWNERS ASSOCIATION

3127/14 Date:

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Bv: Its: President

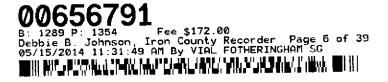
THE RIDGES AT CHALET VILLAGE HOMEOWNERS ASSOCIATION

Date:

By: Its: President

Date:

Billie C. Schmidt, Individually



13-05-06.4.OUT. SHARED EASEMENTS.ver 11(14-02-19).bcj.CV.S08814-001 jcs.wpd

the parties hereunder shall be governed by the laws of the State of Utah.

Section 3.5 This instrument contains the entire Agreement between the parties hereto, and no representations, warranties or covenants not included in this Agreement may be relied upon by any party hereto. This Agreement may be amended, modified or otherwise changed only by an instrument in writing executed by all of the parties, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon a party unless in writing and signed by the party or its duly authorized representative.

Section 3.6 Any provision of this Agreement that in any way contravenes the provisions of applicable law shall, to the extent the law is contravened, by considered severable and not applicable and shall not alter or affect any other provision of this Agreement.

Section 3.7 The Recitals in this Agreement shall be treated as covenants and conditions and not as mere recitals.

Section 3.8 This Agreement shall be binding upon the Parties, their heirs, successors and assigns.

CHALET VILLAGE RESORT CONDOMINIUMS, PHASE A OWNERS ASSOCIATION

Date:

By:______ Its: President

THE RIDGES AT CHALET VILLAGE HOMEOWNERS ASSOCIATION

Its: President

Date:

Date: February 21, 2014

Billie C. Schmidt, Individually



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the parties hereunder shall be governed by the laws of the State of Utah.

This instrument contains the entire Agreement between the parties hereto, Section 3.5 and no representations, warranties or covenants not included in this Agreement may be relied upon by any party hereto. This Agreement may be amended, modified or otherwise changed only by an instrument in writing executed by all of the parties, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon a party unless in writing and signed by the party or its duly authorized representative.

Any provision of this Agreement that in any way contravenes the Section 3.6 provisions of applicable law shall, to the extent the law is contravened, by considered severable and not applicable and shall not alter or affect any other provision of this Agreement.

The Recitals in this Agreement shall be treated as covenants and Section 3.7 conditions and not as mere recitals.

This Agreement shall be binding upon the Parties, their heirs, successors Section 3.8 and assigns.

> CHALET VILLAGE RESORT CONDOMINIUMS, PHASE A OWNERS ASSOCIATION

Date:

at a second second second

President Its:

By:

THE RIDGES AT CHALET VILLAGE HOMEOWNERS ASSOCIATION

Date:

By: Its: President

Ellie C. Schmidt, Individually

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Date: 4/23/14

13-05-06.4.OUT, SHARED EASEMENTS ver 11(14-02-19).bci.CV.S08814-001 ic.

CPBS, LLC, SUCCESSOR TO PINE RIDGE ASSOCIATES, LLC

Name: Christina Pitch, Manager

MOUNTAIN SPIRIT PROPERTIES, INC.

Date:

Date: 3 21

Name: _____, President

Page 7

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STATE OF Nuada.) County of <u>Clark</u> :ss.)

14

On this 27 day of <u>March</u>, 2014, personally appeared before me , who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the President of CHALET VILLAGE RESORT CONDOMINIUMS, PHASE A OWNERS ASSOCIATION, a Utah corporation, and that he/she executed the foregoing Agreement on behalf said corporation by authority of a resolution of its Board of Directors, and he/she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.

Vectors Broth 03/27/14 Notary Public for Christina Pitch VICTORIA BROADBENT Notary Public State of Nevada No. 06-106011-1 My appt. exp. June 1, 2014 STATE OF) :ss. County of)

On this ______ day of ______, 2014, personally appeared before me ______, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the President of THE RIDGES AT CHALET VILLAGE HOMEOWNERS ASSOCIATION, a Utah non-profit corporation, and that he/she executed the foregoing Agreement on behalf said corporation by authority of a resolution of its Board of Directors, and

13-05-05.4.OUT. SHARED EASEMENTS.ver 11(14-02-19).bcj.CV.S08814-001 jcz.wpd

CPBS, LLC, SUCCESSOR TO PINE RIDGE ASSOCIATES, LLC

Date:

Name: Manager

MOUNTAIN SPIRIT PROPERTIES, INC.

Date: 4/33/14

Rellie C. Schmidt Name: Billie C. Schmidt President

STATE OF) :ss. County of)

On this _____ day of ______, 2014, personally appeared before me _____, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the President of CHALET VILLAGE RESORT CONDOMINIUMS, PHASE A OWNERS ASSOCIATION, a Utah corporation, and that he/she executed the foregoing Agreement on behalf said corporation by authority of a resolution of its Board of Directors, and he/she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.

Notary Public

STATE OF _____, :ss.

County of .

On this _____ day of ______, 2014, personally appeared before me _____, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the President of THE RIDGES AT CHALET VILLAGE HOMEOWNERS ASSOCIATION, a Utah non-profit corporation, and that he/she executed the foregoing Agreement on behalf said corporation by authority of a resolution of its Board of Directors, and

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	CPBS, LLC, SUCCESSOR TO PINE RIDGE Associates, LLC
Date:	Name:, Manager
	MOUNTAIN SPIRIT PROPERTIES, INC.
Date:	Name:, President
STATE OF)	-
County of	
On this <u>day</u> of, who is person	, 2014, personally appeared before me hy known to me (or satisfactorily proved to me), and who
being by me duly sworn did say th CONDOMINIUMS, PHASE A OWNERS AS foregoing Agreement on behalf said	he/she is the President of CHALET VILLAGE RESORT CIATION, a Utah corporation, and that he/she executed the proporation by authority of a resolution of its Board of re me that the corporation executed the same for the uses

and purposes stated therein.

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STATE OF ARIZONA) County of MORAVE_

On this 21 day of <u>Februan</u>, 2014, personally appeared before me <u>Jonald 200</u>, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the President of THE RIDGES AT CHALET VILLAGE HOMEOWNERS ASSOCIATION, a Utah non-profit corporation, and that he/she executed the foregoing Agreement on behalf said corporation by authority of a resolution of its Board of Directors, and

:ss.)

Page 7

he/she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.

LAURA R. CARTLIDGE Notary Public - Arizona Mohave County Notary Public My Comm. Expires Dec 28, 2015 STATE OF) :SS.) County of

On this ______day of ______, 2014, personally appeared before me Billy C. Schmidt, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did acknowledged before me that the he executed the foregoing Agreement for the uses and purposes stated therein.

Notary Public

STATE OF _____,) .ss. County of _____)

On this _______, 2014, personally appeared before me _______, who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the Manager of PINE RIDGE ASSOCIATES, LLC, a Utah limited liability company, and that he/she executed the foregoing Agreement on behalf said limited liability company being authorized and empowered to do so by the operating agreement of said Company or resolution of its managers, and he/she acknowledged before me that such Company executed the same for the uses and purposes stated therein.

Notary Public

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he/she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.

	Notary Public
STATE OF (STATE of (Stateo	
STATE OF,) :ss. County of)	NOTARY PUBLIC DONNA M. ADAMS STATE OF NEVADA - COUNTY OF CLARK MY APPOINTMENT EXP. JULY 8, 2015 NO: 00-64904-1
	, 2014, personally appeared before me own to me (or satisfactorily proved to me), and

who being by me duly sworn did say that he/she is the Manager of CPBS, LLC, successor to Pine Ridge Associates, LLC, a Utah limited liability company, and that he/she executed the foregoing Agreement on behalf said limited liability company being authorized and empowered to do so by the operating agreement of said Company or resolution of its managers, and he/she acknowledged before me that such Company executed the same for the uses and purposes stated therein.

Notary Public



he/she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.

Notary Public

STATE OF _____,) .:ss.

County of _____.)

On this _____day of ______, 2014, personally appeared before me Billy C. Schmidt, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did acknowledged before me that the he executed the foregoing Agreement for the uses and purposes stated therein.

Notary Public

STATE OF WEULOA,) County of CLARK. :ss.)

Christina Piteg

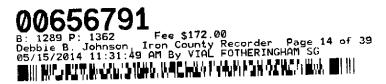
On this 22 day of <u>MARCH</u>, 2014, personally appeared before me <u>(HRISTINA PITUM</u>, who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the Manager of CPBS, LLC, successor to Pine Ridge Associates, LLC, a Utah limited liability company, and that he/she executed the foregoing Agreement on behalf said limited liability company being authorized and empowered to do so by the operating agreement of said Company or resolution of its managers, and he/she acknowledged before me that such Company executed the same for the uses and purposes/stated therein.

Notary Public

MARIA G TALAMANTES NOTARY PUBLIC STATE OF NEVADA My Commission Expine: 11-07-18 Cartilizate No: 13-0558-1

13-05-06.4.OUT. SHARED EASEMENTS.FINAL (14-03-28).bcj.CV.S08814-001 jcs.wpd

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CPBS, LLC, SUCCESSOR TO PINE RIDGE ASSOCIATES, LLC

Date:_____

Name: _____, Manager

MOUNTAIN SPIRIT PROPERTIES, INC.

Date: 4/23/14

Billie C. Schmidt Name Billie C. Schmidt President

STATE OF _____,) .:ss. County of .)

On this ______day of ______, 2014, personally appeared before me _______, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the President of CHALET VILLAGE RESORT CONDOMINIUMS, PHASE A OWNERS ASSOCIATION, a Utah corporation, and that he/she executed the foregoing Agreement on behalf said corporation by authority of a resolution of its Board of Directors, and he/she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.

Notary Public

STATE OF _____,) :ss.

County of _____.)

On this ______ day of ______, 2014, personally appeared before me ______, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the President of THE RIDGES AT CHALET VILLAGE HOMEOWNERS ASSOCIATION, a Utah non-profit corporation, and that he/she executed the foregoing Agreement on behalf said corporation by authority of a resolution of its Board of Directors, and

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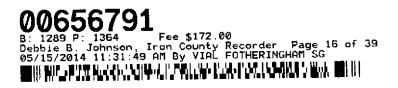
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STATE OF) :ss. County of) 2014, personally appeared before me day of who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he she is the President of MOUNTAIN SPIRIT PROPERTIES, INC.,

a Utah corporation, and that he/she executed the foregoing Agreement on behalf said corporation by authority of a resolution of its Board of Directors, and the she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.

Votary Public

NOTARY PUBLIC DONNA M. ADAMS STATE OF NEVADA - COUNTY OF CLARE BY APPOINTMENT EXP. JULY 8, 2016 NO: 00-64904-1



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EXHIBIT "A"

Chalet Village Resort Condominiums Phase A Legal Description

CHALET VIL RESORT CONDO PH A UNIT: 1-A BUILDING: A UNIT 1-A, BLDG A, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE A

A-1172-0004-0000

CHALET VIL RESORT CONDO PH A UNIT: 2-A UNIT 2A, BLDG A, CHALET VILLAGE RESORT CONDO PHASE A. TOG WITH UND 4.06% INT IN COMMON AREAS & FACILITIES. SUBJ TO U/G R/W EASE DESC REC BK 1062/393.

A-1172-0005-0000

CHALET VIL RESORT CONDO PH A BLOCK: A000 UNIT 3-A BLDG A CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 4.06% INT IN COMMON AREAS & FACILITIES

A-1172-0006-0000

CHALET VIL RESORT CONDO PH A BLOCK: B000 UNIT 4-A BLDG B CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 4.06% INT IN COMMON AREAS & FACILITIES

A-1172-0014-0000

CHALET VIL RESORT CONDO PH A BLOCK: B000 UNIT 5-A BLDG B CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 4.06% INT IN COMMON AREAS & FACILITIES

A-1172-0015-0000

CHALET VIL RESORT CONDO PH A BLOCK: B000 UNIT 6-A BLDG B CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 4.06% INT IN COMMON AREAS & FACILITIES

A-1172-0016-0000

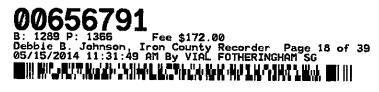
CHALET VIL RESORT CONDO PH A BLOCK: BOOD UNIT 7-AICHALET VILLAGE RESORT CONDO.PHASE A TOG WITH UND 4.06% INT IN COMMONAREAS & FACILITIES BLDG B STORAGE AREAS

A-1172-0017-0000

CHALET VIL RESORT CONDO PH A BLOCK: C000 UNIT 8-A BLDG C CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 4.06% INT IN COMMON AREAS & FACILITIES

A-1172-0026-0000

CHALET VIL RESORT CONDO PH A BLOCK: COOD UNIT 9-A BLDG C CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 4.06% INT IN COMMON AREAS & FACILITIES



A-1172-0027-0000

CHALET VIL RESORT CONDO PH A BLOCK: COOO UNIT 10-A BLDG C CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 4.06% INT IN COMMON AREAS & FACILITIES

A-1172-0028-0000

CHALET VIL RESORT CONDO PH A BLOCK: COOO UNIT 11-A BLDG C CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 4.06% INT IN COMMON AREAS & FACILITIES

A-1172-0029-0000

CHALET VIL RESORT CONDO PH A BLOCK: D000 UNIT 12-A BLDG D CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 2.44% INT IN COMMON AREAS & FACILITIES

A-1172-0042-0000

CHALET VIL RESORT CONDO PH A BLOCK: D000 UNIT 13-A BLDG D CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 2.44% INT IN COMMON AREAS & FACILITIES

A-1172-0043-0000

CHALET VIL RESORT CONDO PH A LOT: D000 UNIT: 14 UNIT 14-A BLDG D CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 2.44% INT IN COMMON AREAS & FACILITIES

A-1172-0044-0000

CHALET VIL RESORT CONDO PH A BLOCK: D000 UNIT 15-A BLDG D CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 2.44% INT IN COMMON AREAS & FACILITIES. (CHARLES KREID, MARTHA REID SNOKE & KATHLEEN R (CASE) COTSFORD)

A-1172-0045-0000

CHALET VIL RESORT CONDO PH A BLOCK: D000 UNIT 16-A BLDG D CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 2.44% INT IN COMMON AREAS & FACILITIES (MADELINE DAVIS TR OF THE M DAVIS TR.)

A-1172-0046-0000

CHALET VIL RESORT CONDO PH A BLOCK: D000 UNIT 17-A BLDG D CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 2.44% INT IN COMMON AREAS & FACILITIES

A-1172-0047-0000

CHALET VIL RESORT CONDO PH A BLOCK: D000 UNIT 18-A BLDG D CHALET VILLAGE RESORTCONDO PHASE A TOG WITH 2.44% UND INT IN COMMON AREAS & FACILITIES

> Johnson, Iron County Recorder Page 11:31:49 AM By VIAL FOTHERINGHAM SG

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A-1172-0048-0000

CHALET VIL RESORT CONDO PH A BLOCK: D000 UNIT 19-A BLDG D CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 2.44% INT IN COMMON AREAS & FACILITIES

A-1172-0049-0000

CHALET VIL RESORT CONDO PH A BLOCK: A000 UNIT 1-B BLDG A CHALET VILLAGE RESORTCONDO. PHASE A TOG WITH AN UND 1.62% INTIN COMMON AREAS & FACILITIES

A-1172-0001-0000

CHALET VIL RESORT CONDO PH A BLOCK: A000 UNIT 2-B BLDG A CHALET VILLAGE RESORTCONDO. PHASE A TOG WITH 1.62% INT IN COMMON AREAS & FACILITIES

A-1172-0002-0000

CHALET VIL RESORT CONDO PH A BLOCK: A000 UNIT 3-B BLDG A CHALET VILLAGE RESORTCONDO PHASE A TOG WITH 1.62% INT IN COMMON AREAS & FACILITIES (GERARD F HIERRO JR 1/3 INT, DENNIS BOSES 1/3 INT, TIM GUDENAU 1/3 INT)

A-1172-0003-0000

CHALET VIL RESORT CONDO PH A BLOCK: B000 UNIT 4-B BLDG B CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 1.62% INT IN COMMON AREAS & FACILITIES. (R G THALLMAYER & H B THALLMAYER AS J/T)

A-1172-0010-0000

CHALET VIL RESORT CONDO PH A BLOCK: B000 UNIT 5-B BLDG B CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 1.62% INT IN COMMON AREAS & FACILITIES. (R G THALLMAYER & H G THALLMAYER AS J/T)

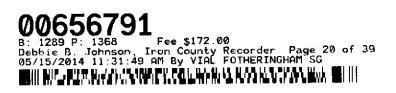
A-1172-0011-0000

CHALET VIL RESORT CONDO PH A BLOCK: B000 UNIT 6-B BLDG B CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 1.62% INT IN COMMON AREAS & FACILITIES. (R G THALLMAYER & H B THALLMAYER AS J/T)

A-1172-0012-0000

CHALET VIL RESORT CONDO PH A BLOCK: B000 UNIT 7-B BLDG B CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 1.62% INT IN COMMON AREAS & FACILITIES. (DONALD R STODDARD,TRUSTEE OF DONALD R STODDARD FAMILY TRUST)

A-1172-0013-0000



CHALET VIL RESORT CONDO PH A UNIT: 8-B UNIT 8-B, CHALET VILLAGE RESORT CONDOMINIUM, PHASE A. TOG WITH UND 1.62% INT IN COMMON AREAS & FACILITIES

A-1172-0022-0000

CHALET VIL RESORT CONDO PH A BLOCK: CO00 UNIT 9-B BLD C CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 1.62% INT IN COMMON AREAS & FACILITIES

A-1172-0023-0000

CHALET VIL RESORT CONDO PH A BLOCK: COOO UNIT 10-B BLD C CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 1.62% INT INCOMMON AREAS & FACILITIES. (MURIEL G BLAKE, WARD H GUBLER, DUANE J GUBLER & W DOUGLAS GUBLER AS J/T)

A-1172-0024-0000

CHALET VIL RESORT CONDO PH A BLOCK: COOO UNIT 11-B BLDG C CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 1.62% INT IN COMMON AREAS & FACILITIES (GERARD F HIERRO 1/2 INT, DENNIS BOSES 1/2 INT)

A-1172-0025-0000

CHALET VIL RESORT CONDO PH A BLOCK: D000 UNIT 12-B BLDG D CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 2.03% INT IN COMMON AREAS & FACILITIES

A-1172-0034-0000

CHALET VIL RESORT CONDO PH A BLOCK: D000 UNIT 13-B BLDG D CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 2.03% INT IN COMMON AREAS & FACILITIES

A-1172-0035-0000

CHALET VIL RESORT CONDO PH A BLOCK: D000 UNIT 14-B BLDG D CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 2.03% INT IN COMMON AREAS & FACILITIES

A-1172-0036-0000

CHALET VIL RESORT CONDO PH A BLOCK: D000 UNIT 15-B BLDG D CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 2.03% INT IN COMMON AREAS & FACILITIES

A-1172-0037-0000

CHALET VIL RESORT CONDO PH A BLOCK: D000 UNIT 16-B BLDG D CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 2.03% INT IN COMMON AREAS & FACILITIES

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1209 F: 1303 Die B. Johnson, Iron County Recorder Page 21 15/2014 11:31:49 AM By VIAL FOTHERINGHAM SG

A-1172-0038-0000

CHALET VIL RESORT CONDO PH A BLOCK: D000 UNIT 17-B BLDG D CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 2.03% INT IN COMMON AREAS & FACILITIES

A-1172-0039-0000

CHALET VIL RESORT CONDO PH A BLOCK: D000 UNIT 18-B BLDG D CHALET VILLAGE RESORTCONDO PHASE A TOG WITH UND 2.03% INT IN COMMON AREAS & FACILITIES

A-1172-0040-0000

CHALET VIL RESORT CONDO PH A UNIT: 19-B UNIT 19-B, BLDG D, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE A; TOG W/ UND 2.03% INT IN COMMON AREAS & FACILITIES; SUBJ TO U/G R/W EASE DESC REC BK 1062/393; SUBJ TO ING/EGR EASE DESC REC BK 1063/1580

A-1172-0041-0000



EXHIBIT "B"

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00656791 B: 1289 P: 1371 Fee \$172.00 Debbie B. Johnson, Iron County Recorder Page 23 of 39 05/15/2014 11:31:49 AM By VIAL FOTHERINGHAM SC

CHALET VILLAGE RESORT CONDOMINIUMS, PHASE I (now known as part of THE RIDGES AT CHALET VILLAGE HOMEOWNER ASSOCIATION)

UNIT 1, BLDG A, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-011

UNIT 2, BLDG A, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; TOG W/ 3.70% UND OWNERSHIP INT IN COMMON AREAS & FACILITIES; SEC 2,T36S,R9W, SLM A-1150-0003-0002-012

UNIT 3, BLDG A, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-013

UNIT 4, BLDG A, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-014

UNIT 1, BLDG B, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-015

UNIT 2, BLDG B, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; TOG W/ 3.70% UND OWNERSHIP INT IN COMMON AREAS & FACILITIES; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-016

UNIT 3, BLDG B, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-017

UNIT 4, BLDG B, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; TOG W/ 3.20% UND OWNERSHIP INT IN COMMON AREAS; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-018

UNIT 1, BLDG C, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; TOG W/ 5.22% UND OWNERSHIP INT IN COMMON AREAS; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-019

UNIT 2, BLDG C, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; SEC 2,T36S,R9W, SLM

00656791 B: 1289 P: 1372 Fee \$172.00 Debbie B. Johnson, Iron County Recorder Page 24 of 39 05/15/2014 11:31:49 AM By VIAL FOTHERINGHAM SG A-1150-0003-0002-110

UNIT 3, BLDG C, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; TOG W/ 4.55% UND OWNERSHIP INT IN COMMON AREAS; SEC 2, T36S, R9W, SLM

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A-1150-0003-0002-111

UNIT 4, BLDG C, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; TOG W/ 3.20% UND OWNERSHIP INT IN COMMON AREAS; SEC 2, T36S, R9W, SLM

A-1150-0003-0002-112

UNIT 1, BLDG D, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; TOG W/ 5.22% UND OWNERSHIP INT IN COMMON AREAS; SEC 2, T36S, R9W, SLM

A-1150-0003-0002-113

UNIT 2, BLDG D, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; TOG W/ 3.70% UND OWNERSHIP INT IN COMMON AREAS; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-114

UNIT 3, BLDG D, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; TOG W/ 4.55% UND INT IN COMMON AREAS; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-115

UNIT 4, BLDG D, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; TOG W/ 3.20% UND OWNERSHIP INT IN COMMON AREAS; SEC 2, T36S, R9W, SLM

A-1150-0003-0002-116

UNIT 1, BLDG E, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; SEC 2, T36S, R9W, SLM

A-1150-0003-0002-117

UNIT 2, BLDG E, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; SEC 2, T36S, R9W, SLM

A-1150-0003-0002-118

UNIT 3, BLDG E, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; TOG W/ 4.55% UND OWNERSHIP INT IN COMMON AREAS & FACILITIES; SEC 2, T36S, R9W, SLM

A-1150-0003-0002-119

UNIT 4, BLDG E, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; TOG W/ 3.20% UND OWNERSHIP INT IN COMMON AREAS & FACILITIES; SEC 2, T36S, R9W, SLM

A-1150-0003-0002-120

UNIT 1, BLDG F, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; TOG W/ 5.22% UND OWNERSHIP INT IN COMMON AREAS & FACILITIES; SEC 2, T36S, R9W, SLM A-1150-0003-0002-121

UNIT 2, BLDG F, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; TOG W/ 3.70% UND OWNERSHIP INT IN COM AREAS & FAC; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-122

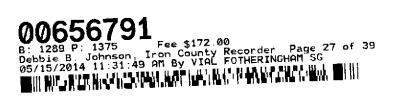
UNIT 3, BLDG F, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; TOG W/ 4.55% UND OWNERSHIP INT IN COMMON AREAS & FACILITIES; SEC 2,T36S,R9W, SLM A-1150-0003-0002-123

UNIT 4, BLDG F, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE 1; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-124



EXHIBIT "C"



CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II (now known as part of THE RIDGES AT CHALET VILLAGE HOMEOWNER ASSOCIATION)

CHALET VIL RESORT CONDO PH 2 UNIT: 1 UNIT 1, 2, 3 & 4, BLDG G, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II; TOG W/ ACCESS EASE DESC REC BK 1258/406.

UNIT 1, BLDG G, INCL GARAGE G1 & STORAGE G1, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II; TOG W/ 5.45% UND OWNERSHIP INT IN COMMON AREAS & FACILITIES; SUBJ TO EASE FOR A.T.V. DISH & UTILITY BK 472/225; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-021

UNIT 2, BLDG G, INCL G2 & STORAGE G2, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II; TOG W/ 4.70% UND OWNERSHIP INT IN COMMON AREAS & FACILITIES; SD 4.70% UND OWNERSHIP INT PRORATED: 3.70% UNIT 2, BLDG G, 1.00% GARAGE G2 & STORAGE G2; SUBJ TO EASE FOR ATV DISH & UTIL DESC REC BK 472/225; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-022

UNIT 3, BLDG G, INCL G3 & STORAGE G3, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II; TOG W/ 7.45% UND OWNERSHIP INT IN COMMON AREAS & FACILITIES; SUBJ TO EASE FOR A.T.V. DISH & UTIL BK 472/225; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-023

UNIT 4, BLDG G, INCL GARAGE G4 & STORAGE G4, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II; TOG W/ 6.15% UND OWNERSHIP INT IN COMMON AREAS & FACILITIES; SUBJ TO EASE FOR A.T.V DISH & UTIL BK 472/225; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-024

UNIT 1, BLDG H, INCL H1 STORAGE, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II; TOG W/ 5.75% UND OWNERSHIP INT IN COMMON AREAS & FACILITIES; SUBJ TO EASE FOR A.T.V. DISH & UTIL BK 472/225; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-025

UNIT 2, BLDG H, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II; SUBJ TO EASE FOR A.T.V. DISH & UTILITY BK 472/225; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-026

UNIT 3, BLDG H, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II; TOG W/ 7.85% UND OWNERSHIP INT IN COMMON AREAS & FACILITIES; SUBJ TO EASE FOR A.T.V. DISH & UTILITY BK 472/225; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-027

00656791 B: 1289 P: 1376 Fee \$172.00 Debbie B. Johnson, Iron County Recorder Page 28 of 39 05/15/2014 11:31:49 AM By VIAL FOTHERINGHAM SG UNIT 4, BLDG H, INCL GARAGE H4 & STORAGE H4, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II; TOG W/ UND INT IN COMMON AREAS & FACILITIES; SUBJ TO EASE FOR ATV DISH & UTIL REC BK 472/225; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-028

UNIT 5, BLDG H, INCL GARAGE H5 & STORAGE H5, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II; TOG W/ 5.45% UND OWNERSHIP INT IN COMMON AREAS & FACILITIES; SUBJ TO EASE FOR A.T.V. DISH & UTILITY BK 472/22

A-1150-0003-0002-029

UNIT 6, BLDG H, INCL H6 STORAGE, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II; TOG W/ 4.65% UND OWNERSHIP INT IN COMMON AREA & FACIL; SUBJ TO EASE FOR A.T.V DISH & UTIL BK 472/225; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-210

UNIT 7, BLDG H, INCL GARAGE H7 & STORAGE H7, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II; TOG W/ 7.45% UND OWNERSHIP INT IN COMMON AREAS & FACILITIES; SUBJ TO EASE FOR A.T.V. DISH & UTILITY BK 472/225; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-211

UNIT 8, BLDG H, INCL STORAGE H8, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II; TOG W/ 6.20% UND OWNERSHIP INT IN COMMON AREAS & FACILITIES; SUBJ TO EASE FOR A.T.V. DISH & UTILITY BK 472/225; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-212

UNIT 1, BLDG J, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II; TOG W/ 5.75% UND OWNERSHIP INT IN COMMON AREAS & FACILITIES; SEC 2,T36S,R9W, SLM.

A-1150-0003-0002-213

UNIT 2,BLDG J, INCL STORAGE J2, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II; TOG W/ 3.60% UND OWNERSHIP INT IN COMMON AREAS & FACILITIES; SUBJ TO EASE FOR A.T.V. DISH & UTILITY BK 472/225; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-214

UNIT 3, BLDG J, BASEMENT, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II; TOG W/ 4.00% UND OWNERSHIP INT IN COMMON AREAS; SUBJ TO EASE FOR A.T.V. DISH & UTILITY BK 472/225; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-215

UNIT 4, BLDG J, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II; SUBJ TO EASE FOR A.T.V. DISH & UTILITY BK 472/225; SEC 2,T36S,R9W, SLM

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A-1150-0003-0002-216

UNIT 3, BLDG J, CHALET VILLAGE RESORT CONDOMINIUMS, PHASE II; TOG W/ 7.85% UND OWNERSHIP INT IN COMMON AREAS & FACILITIES; TOG W/ RT OF ING/EGR FOR DEVELOPMENT THEREOF; SUBJ TO EASE FOR A.T.V. DISH & UTILITY BK 472/225; SEC 2,T36S,R9W, SLM

A-1150-0003-0002-217



EXHIBIT "D"

006556791 B: 1289 P: 1379 Fee \$172.00 Debbie B. Johnson, Iron County Recorder Page 31 of 39 05/15/2014 11:31:49 AM By VIAL FOTHERINGHAM SG

Exhibit D

Beginning at a point being on the northerly line of Highway 143, said point being North 1,093.33 feet and East 1,040.11 feet from the Southwest Corner of Section 2, Township 36 South, Range 9 West, Salt Lake Base & Meridian, and running;

thence North 08°47'35" East 407.74 feet;

thence northerly 33.02 feet along an arc of a 200.00 foot radius curve to the right (center bears South 81°12'25" East, long chord bears North 13°31'22" East 32.98 feet with a central angle of 09°27'33");

thence North 18°15'08" East 66.10 feet;

thence northerly 50.70 feet along an arc of a 75.00 foot radius curve to the left (center bears North 71°44'52" West, long chord bears North 01°06'45" West 49.74 feet with a central angle of 38°43'45");

thence North 20°28'36" West 30.55 feet;

thence northwesterly 50.65 feet along an arc of a 50.00 foot radius curve to the left (center bears South 69°31'24" West, long chord bears North 49°29'51" West 48.51 feet with a central angle of 58°02'29");

thence North 78°31'05" West 13.17 feet to the southeasterly line of Chalet Village Resort Condominiums – Phase 1;

thence North 33°15'14" East 38.46 feet along said southeasterly line to the southeast corner of said Chalet Village Resort Condominiums – Phase 1;

thence South 56°44'46" East 47.34 feet;

thence southerly 92.35 feet along an arc of a 100.80 foot radius curve to the right (center bears South 41°58'25" West, long chord bears South 21°46'49" East 89.15 feet with a central angle of 52°29'33");

thence southerly 67.86 feet along an arc of a 318.70 foot radius curve to the right (center bears North 85°32'02" West, long chord bears South 10°33'59" West 67.74 feet with a central angle of 12°12'02");

thence southerly 46.93 feet along an arc of a 164.10 foot radius curve to the left (center bears South 73°20'00" East, long chord bears South 08°28'24" West 46.77 feet with a central angle of 16°23'12");

thence southerly 66.90 feet along an arc of a 341.64 foot radius curve to the right (center bears North 89°43'12" West, long chord bears South 05°53'22" West 66.79 feet with a central angle of 11°13'08");

thence South 11°29'55" West 117.21 feet;

thence southerly 122.31 feet along an arc of a 505.24 foot radius curve to the right (center bears North 85°12'32" West, long chord bears South 11°43'35" West 122.01 feet with a central angle of 13°52'13");

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thence South 15°32'07" West 49.45 feet;

thence South 08°47'30" West 30.69 feet;

thence South 36°11'30" West 52.16 feet to the Point of Beginning.

Parcel #: A-1150-0003-0001-02 00656791 B: 1289 P: 1380 Debbie B. Johnson, Iron County Recorder Pag 05/15/2014 11:31:49 AM By VIAL FOTHERINGHAM

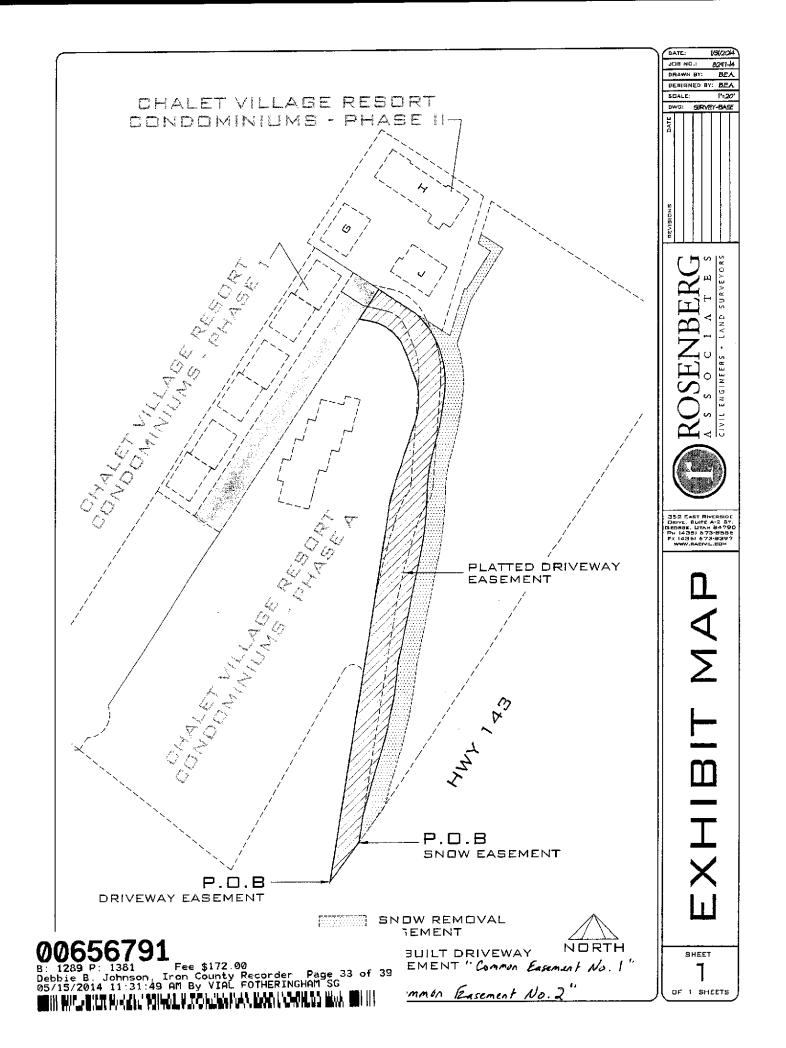


EXHIBIT "E"

00656791 B: 1289 P: 1382 Fee \$172.00 Debbie B. Johnson, Iron County Recorder Page 34 of 39 05/15/2014 11:31:49 AM By VIAL FOTHERINGHAM SG

MOUNTAIN SPIRIT PROPERTIES INC. PROPERTY

COM AT SW COR SEC 2,T36S,R9W, SLM; N 1237.59 FT; E 763.84 FT TO W'LY COR CHALET VILLAGE RESORT CONDO PHASE A; S52°07'27"E 212.73 FT ALG SW'LY BNDRY OF SD PHASE A TO POB; N29°30'00"E 248.73 FT ALG SE'LY BNDRY LN SD PHASE A; ALG ARC OF CURV TO RT RADIUS OF 10.96 FT, DIST OF 30.47 FT ALG BNDRY OF SD PHASE A; S8°47'30"W 225.71 FT ALG NW'LY LN OF EXIST 24.0 FT UTIL & RDWAY EASE; ALG ARC OF NON-TANG CURV TO RT (RADIUS PT BEAR N53°16'15"W 2780.23 FT), DIST OF 55.76 FT ALG NW'LY R/W LN ST HWY U-143; N52°07'27"W 94.47 FT TO TRUE POB; SUBJ TO EASE DESC REC BK 742/369

PARCEL NUMBER: A-1150-0003-0001

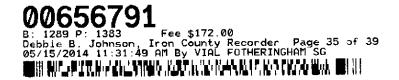


EXHIBIT "F"

00656791 B: 1289 P: 1384 Fee \$172.00 Debbie B. Johnson, Iron County Recorder Page 36 of 39 05/15/2014 11:31:49 AM By VIAL FOTHERINGHAM SG

CPBS LLC / PINERIDGE ASSOCIATES LLC (2.5 Acres Approximately)

S 2 T 36S R 9W BEG AT PT N 1237.59 FT & E 763.84 FT FR SW COR SEC 2,T36S,R9W, SLM; N33°15'14"E 16.00 FT; ALG ARC OF CURV TO LEFT, RADIUS PT SD CURV BEAR N0°45'00"W 25.00 FT, DIST OF 48.87 FT; N33°15'14"E 224.26 FT; N56°44'46"W ALG SW'LY BNDRY OF CHALET VILLAGE RESORT CONDO, PHASE I; DIST OF 83.00 FT; S33°15'14"W 275.00 FT; S52°07'27"E 82.81 FT TO POB; TOG W/ 24 FT UTIL & RDWAY EASE DESC REC BK 1224/878; TOG W/ 33 FT RDWAY, UTIL & ACCESS EASE O/A SW'LY PART OF CHALET VILLAGE RESORT CONDO, PHASE 1

PARCEL NUMBER: A-1150-0003-0002



EXHIBIT "G"

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Parcel # A-1150-3-1-2

(Two and a Half Acre Parcel)

BEGINNING at the most Southerly comer of CHALET VILLAGE RESORT CONDOMINIUMS, Phase II, Brianhead, Iron County, Utah; thence North 16°55'30" East, 53.72 feet along the Easterly line of said Phase II; thence South 57°27' East 2.37 feet, thence North 32°33' East, 48.40 feet; thence North 57°27' West, 15.91 feet; thence North 16°55'30" East, 48.16 feet to the most Easterly corner of said Phase II, thence South 56°44'46 "East, 264.76 feet; thence South 33°15'14" West, 543.44 feet along the Northwesterly right of way line of Highway U-143; thence along the arc of a curve to the right, radius point for which bears North 56°43'23" West, 2780.23 feet, a distance of 167.52 feet, thence North 8°47'30" East, 288.24 feet thence along the arc of a curve to the right, having a radius of 643.87 feet, a distance of 81.41 feet; thence North 16°02'10" East, 30.55 feet; thence along the arc of a curve to the right, having a radius of 94.08 feet, a distance of 29.56 feet to a P.R.C.; thence along the arc of a curve to the left, having a radius of 24.68 feet, a distance of 12.93 feet; thence North 4°01'39" East, 110.26 feet; thence along the arc of a curve to the left, having a radius of 88.70 feet, a distance of 43.17 feet; thence North 23°51'23" West, 19.53 feet; a distance of 26.15 feet; thence North 76°22'48" West, 22.18 feet; thence North 33°15'14" East, 22.29 feet to the most Easterly corner of CHALET VILLAGE RESORT CONDOMINIUMS, Phase I; thence North 56°44'46" West, 8.94 feet; thence along the Southerly line of CHALET VILLAGE RESORT CONDOMINIUMS, Phase II, as follows: thence South 76°22'48" East, 23.11 feet; thence along the arc of a curve to the right, having a radius of 52.53 feet, a distance of 48.15 feet; thence South 23°51'23" East, 4.41 feet; thence South 56°44'46" East, 30.55 feet to the point of beginning.

SUBJECT TO AND TOGETHER WITH a 24 feet wide utility and roadway Easement over the Southwesterly 24 feet of the above described parcel, the centerline of which is described as follows:

BEGINNING at a point which is North 1114.12 feet and East 1055.47 feet from the Southwest Corner of Section 2, Township 36 South, Range 9 West, Salt Lake Base and Meridian; (said point being on the Westerly right of way line of U-143) and running thence North 08°47'30" East, 265.35 feet; thence along the arc of a curve to the right having a radius of 631.87 feet, a distance of 79.89 feet; thence North 16°02'10" East, 30.55 feet; thence along the arc of a curve to the right having a radius of 82.08 feet, a distance of 25.79 feet; to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 36.68 feet, a distance of 19.21 feet; thence North 04°01'39" East, 110.26 feet; thence along the arc of a curve to the left having a radius of 100.70 feet, a distance of 49.01 feet; thence North 23°51'23" West, 19.53 feet; thence along the arc of a curve to the left, having a radius of 40.53 feet, a distance of 37.15 feet; thence North 76°22'48" West. 25.19 feet; thence North 56°44'46" West, 26.13 feet to the end of said Utility and Roadway Easement.

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