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Gary W. Ott  
Recorder, Salt Lake County, UT  
SUTHERLAND TITLE  
BY: eCASH, DEPUTY - EF 17 P.

**AFTER RECORDING, PLEASE RETURN TO:**

David E. Gee, Esq.  
Parr Waddoups Brown Gee & Loveless  
185 South State Street, Suite 1300  
Salt Lake City, Utah 84111

**DECLARATION OF EASEMENTS**  
**(Across Granite Oaks Subdivision)**

THIS DECLARATION OF EASEMENTS (the "**Declaration**") is made this 24<sup>th</sup> day of MARCH, 2008, by L.C. CANYON PARTNERS, a Utah limited liability company, a Utah limited liability company ("**LC Canyon**") and THE GRANITE OAKS HOMEOWNERS' ASSOCIATION, a Utah non-profit corporation (the "**Owners' Association**", and, together with LC Canyon, the "**Grantor**") in favor of ARESS CO., L.C., a Utah limited liability company ("**Aress**"), ROLA V, LLC, a Utah limited liability company ("**Rola**"), and SHANE P. NIELSEN FAMILY LIMITED PARTNERSHIP ("**Nielsen**"), ERIC M. DESPAIN ("**E. Despain**"), ROBERT V. DESPAIN ("**R. Despain**"), SUSAN DESPAIN AND GARY R. NAPEL LIVING TRUST DATED OCTOBER 30, 2001 ("**S. Despain**"), collectively, the "**Grantees**").

**RECITALS**

A. Grantors own certain Parcels of real property located in Salt Lake County, State of Utah, the legal description of which is set forth on Exhibit "A." Said Parcels are referred to in this Declaration as "**Grantors Parcels.**"

B. Grantees own certain Parcels of real property located in Salt Lake County, State of Utah, the legal description of which is set forth on Exhibit "B." Said Parcels are referred to in this Declaration as the "**Grantees Parcels.**"

C. Grantors have agreed to grant certain nonexclusive easements to Grantees over the roadways on Grantors Parcels, as set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Grantees hereby agree as follows:

1. **Definitions.** As used in this Declaration, the following capitalized terms shall have the meanings set forth:

**"Benefited Parties"** means:

(i) Grantees and any other or subsequent Owner or Owners of parts or all of the Grantees Parcels;

(ii) Any Occupant of the Grantees Parcels; and

(iii) The guests, customers, employees, contractors, workmen, agents or invitees of any Person described in subsections (i) and (ii).

**“Governmental Authorities”** means all governmental or quasi-governmental units, commissions, councils, boards, agencies, staffs or similar bodies having jurisdiction over any of the Parcels or their use, operation, maintenance or development.

**“Governmental Requirements”** means all laws, ordinances, rules, requirements, resolutions, policy statements and regulations of all Governmental Authorities bearing on a specified matter.

**“Lot 6 Road”** means a road which, as of the date of this Declaration, is located on a portion of the Subdivision. The legal description of the Lot 6 Road is set forth on Exhibit “C”. The Lot 6 Road connects Granite Vista Drive and the existing roadway on Grantees Parcels, and may be abandoned in the future in accordance with the terms of Section 2(a)(ii).

**“Mortgage”** means a recorded mortgage, deed of trust or other security agreement creating a lien on any Parcels or portion of a Parcel.

**“Mortgagee”** means the mortgagee, beneficiary or other secured party under a Mortgage.

**“North Little Cottonwood Road”** means Utah State Road (Utah State Road 210).

**“Occupant”** means, with respect to a Parcel, the Owner thereof and any Person that, by virtue of a contract to purchase, a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use all or part of a Parcel.

**“Other Roads”** means Granite Knob Lane, Granite Trail Lane and Granite Bench Lane and as they are platted as of the date of this Declaration.

**“Owner”** means with respect to a Parcel the Person that, at the time concerned, is the owner of record in the office of the County Recorder of Salt Lake County, Utah of a fee or an undivided fee interest in any Parcels or portion of any Parcels. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term “Owner” shall not mean or include a mortgagee, beneficiary, trustee or other secured party unless and until such Person has acquired fee title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof.

**“Person”** means a natural person or a legal entity.

**“Parcel”** means any one of the Grantors Parcels or the Grantees Parcels.

**“Parcels”** means the Grantors Parcels and the Grantees Parcels.

**“Protection Strips”** means all of the 3.0 foot wide strips of land at the end of each of the Roads, adjacent to Lot 39, at the ends of certain utility corridors and at certain other places designated on the Subdivision Plat. LC Canyon represents and warrants that it owns the Protection Strips free and clear of all Mortgages, liens securing amounts due and payable, and judgment liens.

**“Roads”** means Granite Spring Way and Granite Vista Drive as they are platted as of the date of this Declaration.

**“Subdivision”** means the Granite Oaks Subdivision as created by the Subdivision Declaration and the Subdivision Plat.

**“Subdivision Declaration”** means that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Granite Oaks Subdivision dated March 31, 2006 and recorded May 16, 2006 as Entry No. 9725627, in Book 9295, at Pages 1095 - 1123, of the Official Records of the Salt Lake County Recorder.

**“Subdivision Plat”** means the Record of Survey Map for the Granite Oaks Subdivision Amended, according to the official plat thereof, which was recorded December 11, 2006 as Entry No. 9935501, in Book 2006P of Plats, at Page 364, in the Office of the Recorder of Salt Lake County, Utah.

**“Utility Fees and Costs”** is defined in Section 2(b).

2. **Grant of Easements By Grantors.** Grantors hereby irrevocably grant, convey, warrant, create and establish the following easements over and across Grantors Parcels for all current and future uses reasonably related to current or future residential construction and use:

(a) Non-exclusive perpetual easements appurtenant to the Grantees Parcels across the Roads, the Protection Strips and across the Lot 6 Road for the purpose of furnishing pedestrian and vehicular access for the Benefited Parties and their vehicles across the Subdivision between Grantees Parcels and North Little Cottonwood Road.

(i) The foregoing ingress and egress easements do not extend to the Other Roads; provided, that the Owners of the Grantees Parcels shall have no liability if the Benefited Parties of Grantee’s Parcels drive or walk across the Other Roads, and shall not be subject to claims of trespass or any similar tort, crime or cause of action for the actions of their Benefited Parties.

(ii) The foregoing access easements shall terminate as to the Lot 6 Road at such time as Owner of Grantees Parcels relocates the existing roadway on Grantees Parcels from its current location so that such roadway connects directly to the east end of Granite Vista Drive rather than to the Lot 6 Road. Thereafter, the Owner of Lot 6 may remove or cause to be removed the Lot 6 Road improvements at no cost or expense to Grantees.

(b) Nonexclusive perpetual easements appurtenant to Grantors Parcels at all locations shown on the Subdivision Plat for the purpose of furnishing future utility lines across

Grantors Parcels to Grantees Parcels. The areas designated for utilities include, without limitation, all Roads, all Other Roads, all Protection Strips and the utility corridor on Lot 39, all as shown on the Subdivision Plat. Notwithstanding the foregoing, the grant of utility easements to Grantees pursuant to this subsection (b) shall not relieve Grantees of the obligation to pay any connection fees, improvement costs or other amounts due to LC Canyon for its costs in connection with the construction of storm water drainage and sanitary sewer facilities that benefit Grantees Parcels (herein collectively referred to as "**Utility Fees and Costs**"), and such Utility Fees and Costs shall be paid as a condition to and prior to Grantees constructing any storm water drainage and sanitary sewer connections or facilities on Grantors Parcels. The amount to be paid shall be \$125,000.00 payable as follows: \$48,077.00 when the storm water drainage and sanitary sewer are extended to the north, and \$76,923.00 when the storm water drainage and sanitary sewer are first extended to the east. The easements granted in connection with this Section 2(b) shall not be used for storm water drainage and sanitary sewer access until the agreement is executed with respect to the payment of Utility Fees and Costs.

(c) The location of the Roads and Utility easements as shown on the Subdivision Plat shall not be changed or modified by LC Canyon or Owner's Association (and the Owner's Association shall not permit any such relocation to occur) without the prior written consent of Grantees in writing.

(d) The right, at the cost and expense of Grantee, to connect to the east end of Granite Vista Drive and to construct improvements in, over and across the Protection Strip at the end of Granite Vista Drive to provide access across Granite Vista Drive to Grantee's Parcels.

3. Maintenance. The Owners' Association, at no cost to Grantees or the Benefited Parties, shall maintain the Roads in good condition and repair and in compliance with all Governmental Requirements.

4. Title and Mortgage Protection.

(a) Grantors each covenant with respect to Grantors' Parcels that the rights and obligations created by this Declaration are and shall be superior in right and title to the claims of any Occupant or Mortgagee of such Grantors' Parcels. Grantors shall cause all existing lienholders other than lienholder's which hold Mortgages on Lot 6, Granite Oaks Subdivision, to subordinate to this Declaration pursuant to a form of subordination agreement reasonably acceptable to Grantee but shall not require Mortgagees of other Lots owned by third Persons to provide such subordination; provided, such subordination shall only allow Grantee and its Benefited Parties to use the Roads and utility corridors and as to no other part of Grantors' Parcels.

(b) No amendment to this Declaration shall in any way affect the rights of any Mortgagee holding a Mortgage that is in effect at the time of the amendment or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or their successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consents in writing to such amendment.

(c) A breach of any of the covenants, provisions, or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in a Parcel. A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair or render invalid the lien of or other rights of a Mortgagee under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Declaration.

5. Amendment or Termination; Duration of Declaration. This Declaration may be amended or terminated only by an instrument filed for record in the office of the County Recorder of Salt Lake County, Utah that is executed by the Association and the Owners of all of Grantees Parcels. The term of this Declaration and the easements and rights created hereunder are perpetual, and this Declaration shall be and remain in force and effect until terminated pursuant to this Section.

6. Covenants to Run with Land. This Declaration and the easements and covenants created by this Declaration constitute covenants running with the land, and shall be binding upon and shall inure to the benefit of each Owner any other party who acquires or comes to have any interest in any Parcels, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. This Declaration and all of the easements, covenants, provisions, and requirements of this Declaration shall also inure to the benefit of each Person owning or occupying any portion of a Parcel. Each Owner shall comply with, and all interests in all Parcels shall be subject to, the terms of this Declaration. By acquiring, in any way coming to have an interest in a Parcel, the party so acquiring, coming to have such interest in a Parcel, shall be deemed to have consented to, and shall be bound by, each and every provision of this Declaration.

7. Enforcement. The Owners of a Parcel or any portion of a Parcel shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future.

8. Miscellaneous. All section titles or captions in this Declaration are for convenience of reference only, shall not be deemed part of this Declaration and in no way define, limit, extend or describe the scope or intent of any provisions of this Declaration. When this Declaration refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Declaration unless the context clearly refers to another agreement, document or instrument. Whenever the context may require, any pronoun used in this Declaration shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah, without reference to their choice of law rules. This Declaration may be executed in any number of counterparts. Each such counterpart

of this Declaration shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. All exhibits attached to or otherwise referenced in this Declaration are expressly made a part of this Declaration as fully as though completely set forth in this Declaration. In the event of any inconsistency between this Declaration and the Subdivision Declaration or the Subdivision Plat, the provisions of this Declaration shall govern and control.

9. Subdivision Declaration. LC Canyon represents and warrants that:

(a) It has reserved the right to grant the easements set forth in this Declaration pursuant to Section 10.1 of the Subdivision Declaration.

(b) The easements granted by this Declaration are enforceable against all Owners and Occupants of the Grantors Parcels.


10. Subdivision Plat. LC Canyon, as declarant under the Subdivision Declaration, and Owners' Association hereby irrevocably and unconditionally subordinate the Subdivision Declaration and the Subdivision Plat to this Declaration.

*(Signatures begin on following page)*


EXECUTED the day and year first above written.

**"GRANTORS"**

L.C. CANYON PARTNERS, a Utah limited liability company

By:   
Name: GRANT S. KESSLER  
Its: MANAGING MEMBER

THE GRANITE OAKS HOMEOWNERS' ASSOCIATION, a Utah nonprofit corporation

By:   
Name: GRANT S. KESSLER  
Its: PRESIDENT

**"GRANTEES"**

ARESS CO., L.C., a Utah limited liability company

By: Robert V. Despain  
Name: Robert V. Despain  
Its: Manager

ROLA V, LLC, a Utah limited liability company

By: Robert V. Despain  
Name: Robert V. Despain  
Its: Manager

SHANE P. NIELSEN FAMILY LIMITED PARTNERSHIP

By: Shane P. Nielsen  
Name: Shane P. Nielsen  
Its: Managing Partner

Eric M. Despain  
ERIC M. DESPAIN

Robert V. Despain  
ROBERT V. DESPAIN

SUSAN DESPAIN AND GARY R. NAPEL LIVING TRUST  
DATED OCTOBER 30, 2001

Gary R. Napel (Trustee)  
By: Susan Despain, Trustee  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

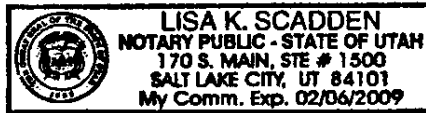


STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On this 24<sup>th</sup> day of March, 2008 personally appeared before me Grant S. Kester, the Managing Member of L.C. CANYON PARTNERS, a Utah limited liability company.

Lisa K. Scadden  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

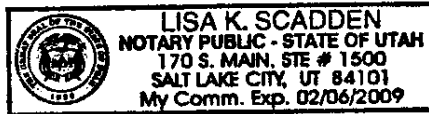


STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On this 24<sup>th</sup> day of March, 2008 personally appeared before me Grant S. Kester, the President of THE GRANITE OAKS HOMEOWNERS' ASSOCIATION, a Utah nonprofit corporation.

Lisa K. Scadden  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:



STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On this 20<sup>th</sup> day of March, 2008 personally appeared before me  
Robert V. Despain the Manager of ARESS CO., L.C., a Utah limited liability  
company

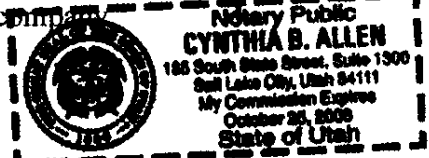


Cynthia B Allen  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On this 20<sup>th</sup> day of March, 2008 personally appeared before me  
Robert V. Despain the Manager of ROLA V, LLC, a Utah limited liability  
company



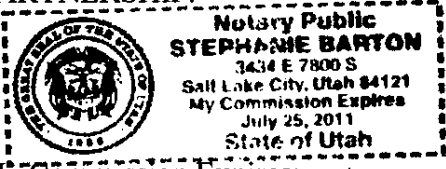
Cynthia B Allen  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

STATE OF UTAH )  
 : ss.  
 ③ COUNTY OF SALT LAKE )

Shane P. Nielsen

On this 20 day of March, 2008 personally appeared before me Stephanie Barton, the Managing Partner of the SHANE P. NIELSEN FAMILY LIMITED PARTNERSHIP.



My Commission Expires: July 25, 2011

Steph Barton  
NOTARY PUBLIC  
Residing at: 7880 Titian Way SLC, UT 84121

STATE OF UTAH )  
 : ss.  
 COUNTY OF SALT LAKE )

On this 21<sup>st</sup> day of March, 2008 personally appeared before me ERIC M. DESPAIN.

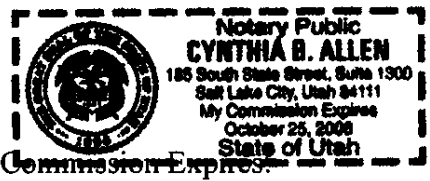
My Commission Expires: April 26, 2011

NOTARY PUBLIC  
Residing at: Salt Lake, Utah



STATE OF UTAH )  
 : ss.  
 COUNTY OF SALT LAKE )

On this 20 day of March, 2008 personally appeared before me ROBERT V. DESPAIN.



My Commission Expires: 10-25-08

Cynthia B. Allen  
NOTARY PUBLIC  
Residing at: Salt Lake, Utah

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On this 20<sup>th</sup> day of March, 2008 personally appeared before me  
Susan Despain and Gary R. Nadel, the Trustees of the SUSAN DESPAIN AND  
GARY R. NADEL LIVING TRUST DATED OCTOBER 30, 2001.



My Commission Expires:

Cynthia B. Allen  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

## EXHIBIT "A"

Beginning at the Northwest Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running; Thence North  $89^{\circ}51'03''$  East 467.76 feet along the section line; Thence North  $10^{\circ}08'30''$  East 526.57 feet; Thence South  $79^{\circ}51'30''$  East 415.83 feet to the west line of the North Little Cottonwood Canyon Road; Thence South  $2^{\circ}33'54''$  West 39.16 feet along the west line of the North Little Cottonwood Canyon Road; Thence southeasterly 731.74 feet along the arc of a 1030.37 foot radius curve to the left, (center bears South  $87^{\circ}26'06''$  East and long chord bears South  $17^{\circ}46'48''$  East 716.46 feet, with a central angle of  $40^{\circ}41'24''$ ) along the west line of North Little Cottonwood Road; Thence South  $38^{\circ}07'30''$  East 183.62 feet along the west line of North Little Cottonwood Canyon Road; Thence South  $85^{\circ}41'58''$  West 194.22 feet; Thence South  $26^{\circ}13'19''$  West 204.64 feet; Thence South  $63^{\circ}46'41''$  East 104.10 feet; Thence South  $28^{\circ}55'38''$  West 686.70 feet to the north line of The La Caille Subdivision; Thence South  $89^{\circ}18'23''$  West 3.50 feet along the north line of The La Caille Subdivision; Thence South  $47^{\circ}23'24''$  West 105.00 feet along the north line of The La Caille Subdivision; Thence South  $38^{\circ}48'00''$  West 158.00 feet along the north line of the La Caille Subdivision; Thence South  $70^{\circ}26'22''$  West 43.55 feet along the north line of The La Caille Subdivision; Thence North  $49^{\circ}17'33''$  West 61.00 feet along the north line of The La Caille Subdivision; Thence North  $55^{\circ}51'00''$  West 144.52 feet along the north line of The La Caille Subdivision; Thence North  $20^{\circ}22'26''$  West 193.38 feet along the north line of The La Caille Subdivision; Thence North  $50^{\circ}04'00''$  West 101.40 feet along the north line of The La Caille Subdivision; Thence North  $28^{\circ}36'10''$  West 119.50 feet along the north line of The La Caille Subdivision; Thence North  $11^{\circ}19'35''$  West 79.75 feet along the north line of The La Caille Subdivision; Thence North  $09^{\circ}00'00''$  West 140 feet along the north line of the La Caille Subdivision; Thence North  $82^{\circ}58'30''$  West 91.90 feet along the north line of The La Caille Subdivision; Thence North  $47^{\circ}24'00''$  West 69.87 feet along the north line of The La Caille Subdivision to the section line; Thence North  $00^{\circ}38'44''$  West 726.33 feet along the section line to the Northwest Corner of said Section 12; to the point of beginning.

EXHIBIT "B"

TO

DECLARATION OF EASEMENTS  
(Legal Description of Grantees Parcels)

**PARCEL 17: (Acres: Approximately .705 acres; Location: Yellow brick house; Owned by: Rola V, L.C.):**

Beginning at a point S89 53'04"W 1468.28 feet along the section line and South 434.07 feet from the North Quarter Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian running; thence S63 46'41"E 150.00 feet; thence S22 50'14"W 205.00 feet; thence N63 46'41"W 150.00 feet; thence N22 50'14"E 205.00 feet to the point of beginning.

Tax Parcel I.D. No.: 28-12101007

**PARCEL \_\_\_\_: (Acres: Approximately 1.62 acres; Location: 3710 E North Little Cottonwood Road, Sandy UT 84092; Owned by: Shane P. Nielsen Family Limited Partnership):**

Beginning at a point North 89°52'27" East 1519.45 feet and North 0°07'33" West 1079.06 feet of the West Quarter corner of Section 12, Township 3 South, Range 1 East of the Salt Lake Base and Meridian; thence South 69°49'14" West 43.69 feet; thence North 74°49'46" West 64.40 feet; thence North 5°19'14" East 274.24 feet; thence South 74°40'46" East 318.68 feet; thence South 18°30'56" West 183.07 feet along the West line of Lot 1 of said subdivision; thence North 84°09'44" West 153.69 feet along the centerline of Little Cottonwood Creek; thence South 69°49'14" West 69.91 feet along the centerline of said Little Cottonwood Creek to the point of beginning.

Tax Payer I.D. No. 28-12176009

**PARCEL \_\_\_\_: (Acres: 2.50 acres; Location: 3742 E North Little Cotton Wood Road, Sandy, UT 84092; Owned by: Eric M. Despain):**

Beginning at a point being North 1°25'57" West 927.59 feet along the quarter section line from the Center of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running; thence South 88°34'03" West 225.00 feet; thence South 1°25'57" West 143.69 feet to the centerline of Little Cottonwood Creek; thence North 29°37'28" West 81.62 feet along the centerline of said Little Cottonwood Creek; thence North 25°00'49" West 39.15 feet along the centerline of said Little Cottonwood Creek; thence North 34°04'15" West 51.70 feet along the centerline of said Little Cottonwood Creek; thence North 64°40'54" West 47.63 feet along the centerline of said Little Cottonwood Creek; thence North 68°36'38" West 94.77 feet along the centerline of said Little Cottonwood Creek; thence North 21°05'39" East 280.05 feet to the south

line of North Little Cottonwood Canyon Road; thence Southeasterly 113.68 feet along the arc of a 1220.92 foot radius curve to the left (center bears North 22°16'31" East and the long chord bears South 70°23'32" East 113.64 feet with a central angle of 5°20'05") along the south line of said North Little Cottonwood Canyon Road; thence South 73°03'34" East 235.65 feet along the south line of said North Little Cottonwood Canyon Road to the quarter section line; thence South 1°25'57" East 209.47 feet along said quarter section line to the point of beginning.

Taxpayer Parcel I.D. No. 28-12176002

**PARCEL 18: (Acres: Approximately 2.68 acres; Location: North and east of Robert Despain's home; Owned by: Rola V Ltd):**

Beginning at a point North 1,608.15 feet and East 1,557.94 feet of the West Quarter Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence North 15°25'38" East 221.97 feet; thence South 38°05'34" East 249.39 feet; thence Southeasterly 457.53 feet along the arc of a 1220.92 foot radius curve to the left (center bears North 51°54'26" East and the long chord bears South 48°49'42" East 454.85 feet with a central angle of 21°28'26") along the South side of North Little Cottonwood Canyon Road; thence South 30°26'10" West 115.64 feet; thence North 73°59'39" West 259.66 feet; thence South 18°30'56" West 1.52 feet; thence North 38°23'22" West 397.15 feet to the Point of Beginning.

Tax Parcel I.D. No.: 28-12176011

**PARCEL 20: (Acres: Approximately 6.654 acres; Location: Field west of Robert Despain's home; Owned by: Aress Co., L.C.)**

Beginning at a point South 89°53'04" West 1290.82 feet and South 421.09 feet from the North 1/4 corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian; South 38°07'42" East 558.95 feet; South 15°23'42" West 222.14 feet; North 87°55'18" West 276.83 feet; North 78°28'17" West 300.55 feet; South 21°01'43" West 310.01 feet to center of Little Cottonwood Creek; North 74°35'01" West 114 feet; thence North 28°55'38" East 686.25 feet; South 63°46'41" East 58 feet; North 22°50'14" East 205 feet; North 63°46'41" West 150 feet; North 85°41'58" East 177.95 feet to the point of beginning.

Tax Parcel I.D. No.: 28-12101008

**PARCEL 21: (Acres: Approximately .67 acres; Location: Rectangular shaped parcel west of Robert Despain's home; Owned by: Aress Co., L.C.)**

Beginning at a point 1528.45 feet North and 1254.35 feet East of the West 1/4 corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said point being on the North fence boundary of Stanley E. Smith; thence North 78°28'167" West 310.10 feet along the North boundary fence; thence North 21°01'43" East 97.01 feet; thence South 78°28'17" East 300.55 feet; thence South 15°23'42" West 95.90 feet to the point of beginning.

Tax Parcel I.D. No.: 28-12101016

**PARCEL 22: (Acres: Approximately 1.84 acres; Location: Robert Despain's home; Owned by: Robert V. Despain):**

Beginning at a point North 45°53'26" East 2118.02 feet of the West Quarter Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence North 78°24'46" West 270.00 feet; thence North 15°19'14" East 95.90 feet; thence South 87°21'11" East 276.63 feet; thence South 38°23'22" East 397.15 feet; thence South 18°30'56" West 34.16 feet; thence North 74°40'46" West 318.68 feet; thence North 15°19'14" East 130.16 feet to the Point of Beginning.

Tax Parcel I.D. No.: 28-012176007

**PARCEL 23: (Acres: Approximately 2.50 acres; Location: 3802 E North Little Cottonwood Canyon Road, Sandy UT 84092; Owned by: Susan Despain and Gary R. Napel Living Trust, Dated October 30, 2001):**

Beginning at the Southwest corner of Lot 1, Rola Acres Subdivision Phase 1; thence North 18°30'56" East 218.75 feet; thence South 73°59'39" East 259.66 feet; thence North 30°26'10" East 115.64 feet; thence Southeasterly 173.90 feet along the arc of a 1,220.92 foot radius curve to the left (center bears N 30°26'10" East and the long chord bears south 63°38'39" East 173.76 feet with a central angle of 8°09'40") along the south line of North Little Cottonwood Canyon Road; thence South 21°05'39" West 280.05 feet; thence North 66°51'58" West 136.14 feet along the centerline of Little Cottonwood Creek; thence North 89°38'04" West 142.38 feet along the centerline of said Little Cottonwood Creek; thence North 73°37'14" West 171.95 to the Point of the Beginning.

Tax Parcel I.D. No.: 28-12176012



EXHIBIT "C"

TO

DECLARATION OF EASEMENTS  
Subdivision Plat

(Legal Description of Easement on Lot 6)

20' Access Road Easement:

Beginning at a point being North 89°51'03" East 1071.25 feet along the section line and South 391.60 feet from the Northwest Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running: thence Southeasterly 31.56 feet along the arc of a 28.00 foot radius curve to the left (center bears North 51°05'52" East and the chord bears South 71°11'32" East 29.92 feet with a central angle of 64°34'49"); thence Southeasterly 82.49 feet along the arc of a 100.00 foot radius curve to the right (center bears South 13°28'57" East and the chord bears South 79°51'07" East 80.17 feet with a central angle of 47°15'39"); thence South 56°13'18" East 25.91 feet; thence South 85°41'58" West 32.43 feet; thence North 56°13'18" West 0.38 feet; thence Northwesterly 66.63 feet along the arc of a 80.00 foot radius curve to the left (center bears South 33°46'42" West and the chord bears North 80°04'54" West 64.72 feet with a central angle of 47°43'12"); thence South 76°03'30" West 6.43 feet; thence North 40°17'59" West 40.38 feet to the point of beginning.

Contains 2,041 square feet, or 0.05 acres.