12054690 05/21/2015 10:59 AM \$□.00 Book - 10326 P9 - 2638-2653 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH SL CO REAL ESTATE SUITE S3200 BY: TJA, DEPUTY - WI 16 P.

WHEN RECORDED, MAIL TO: Salt Lake County Real Estate Section c/o Lee Colvin 2001 South State Street, #S3-120

Salt Lake City, Utah 84114-4575

Affects Parcel Nos. 33-02-300-050, 33-11-101-007 33-02-300-049, 33-10-231-012

PERPETUAL PEDESTRIAN, MAINTENANCE, EMERGENCY ACCESS, AND UTILITY EASEMENT AGREEMENT

This Perpetual Pedestrian, Maintenance, Emergency Access, and Utility Easement Agreement (the "Agreement") is entered into this 19 day of MAY, 2015, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("County"), GMMN HOLDINGS, LLC, a Utah limited liability company ("GMMN"), and STONEFLY DEVELOPMENT CORPORATION, a Utah corporation ("Stonefly"). The parties are sometimes referred to collectively hereinafter as the "Parties."

RECITALS

- A. GMMN owns a parcel of land located at approximately 14123 South Loumis Parkway in Bluffdale City, State of Utah identified as Parcel No. 33-02-300-049 ("GMMN Property"), as more particularly described in Exhibit A, Page One attached hereto and made a part hereof by reference; and
- B. Stonefly owns a parcel of land located 14305 Loumis Parkway in Bluffdale City, State of Utah identified as Parcel No. 33-10-231-012 ("Stonefly Property"), as more particularly described in Exhibit A, Page One attached hereto and made a part hereof by reference; and
- C. County owns two parcels of land located at approximately at 14123 South 1300 West in Bluffdale City, State of Utah identified as Parcel Nos. 33-02-300-050 and 33-11-101-007 ("County Property"), as more particularly described in Exhibit A, Page Two and Page Three attached hereto and made a part hereof by reference; and
- D. The GMMN Property and the Stonefly Property are not adjacent to each other, but each is adjacent to the County Property; and
- E. GMMN and Stonefly are related entities, and the common area with the GMMN Property and the Stonefly Property will be maintained and controlled by a common homeowner's association, known as the Springview Farms Homeowners Association ("HOA"); and
- F. The County acquired the County Property to be used as open space along the Jordan River where portions of the Jordan River Parkway Trail would be located; and
- G. To permit access to the County Property, the County would like to acquire access easements from GMMN and Stonefly, providing neighborhood access for pedestrian and recreationalists to gain access to the Jordan River Parkway Trail, as more particularly depicted on Exhibit B, attached hereto and made a part hereof by reference; and
- H. GMMN and Stonefly wish to connect the GMMN Property and the Stonefly Property, and thereby create a second point of access for the GMMN Property, by obtaining an access easement across the County Property, as more particularly depicted on Exhibit B; and These easements will then provide two points of entry through

County controlled bollards placed at the point where the GMMN Property connects to the County Property and at the point where the Stonefly Property connects to the County Property, thereby providing a safe entry to the County Property for maintenance and emergency vehicles and allowing both the County and Bluffdale City and their respective emergency personnel to access the Jordan River Parkway Trail through these easements; and

- County, GMMN, and Stonefly desire to formally document each other's right of way easements over and across
 portions of the GMMN Property, the Stonefly Property and the County Property in the locations shown on
 Exhibit B (the "Easement Area") which will provide pedestrian, bicycle, vehicle maintenance and emergency
 access through the respective properties and;
- J. Subject to the terms and conditions of this Agreement, County, GMMN, and Stonefly are willing to convey access easements to each other as follows;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>County Grant of Easement.</u> County hereby grants and conveys perpetual, non-exclusive twenty-foot wide easements to GMMN and Stonefly over and across the areas described in Exhibit D ("County Easement Area"), attached hereto and made a part hereof, according to the following terms and conditions:
 - a. An access easement for the purpose of allowing GMMN and Stonefly to construct and maintain a twenty-foot wide asphalt pathway/road and providing pedestrian, bicycle, utility, maintenance and emergency access for county and municipal personnel including police and fire and others as deemed necessary by Salt Lake County and Bluffdale City to provide for the health, safety and welfare of their respective citizens.
- 2. GMMN Grant of Easement. GMMN hereby grants and conveys a perpetual, non-exclusive twenty-foot wide easement to the County over and across the area described in Exhibit E, Page One ("GMMN Easement Area"), attached hereto and made a part hereof, according to the following terms and conditions:
 - a. An access easement for the purpose of providing pedestrian, bicycle, utility, maintenance and emergency access for county and municipal personnel including police and fire and others as deemed necessary by Salt Lake County and Bluffdale City to provide for the health, safety and welfare of their respective citizens.
- 3. Stonefly Grant of Easement. Stonefly hereby grants and conveys a perpetual, non-exclusive twenty-foot wide easement to the County over and across the area described in Exhibit E, Page Two ("Stonefly Easement Area"), attached hereto and made a part hereof, according to the following terms and conditions:
 - a. An access easement for the purpose of providing pedestrian, bicycle, utility, maintenance and emergency access for county and municipal personnel including police and fire and others as deemed necessary by Salt Lake County and Bluffdale City to provide for the health, safety and welfare of their respective citizens.
- 4. <u>Consideration.</u> County, GMMN, and Stonefly shall each exchange with each other the access easements identified and described above as full and adequate consideration for the easements granted herein. As additional consideration, GMMN and Stonefly shall construct and maintain the improvements for the 20-foot wide easements on the GMMN Property, the County Property and the Stonefly Property, as provided in Paragraphs 7 and 9, and shall construct all other improvements identified in Paragraph 8.

- 5. Condition of the Easement Areas. Subject to Paragraph 6 below, the Parties accept their respective easement areas and all aspects thereof in "AS IS," "WHERE IS" condition without warranties, either express of implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects and the existence of hazardous materials, if any. The Parties hereby waive all warranties, express or implied, regarding title, condition and use of their respective easement areas, including but not limited to any warranty of merchantability of fitness for a particular purpose.
- 6. <u>The Parties' Use of the Easement Areas.</u> The Parties' tenants, guests, licensees, and other invitees have the use of the easement areas for ingress and egress for pedestrian, bicycle and other non-motorized vehicles. All persons who access the easement areas do so at their sole risk and hazard.
- 7. Improvements in the Easement Areas. GMMN and Stonefly and their successors shall provide all improvements for the GMMN Easement Area, the County Easement Area, and the Stonefly Easement Area as depicted on the Attached Exhibit C, including providing an asphalt pathway/road constructed to the specification as shown on Exhibit C and subject to inspection and approval by Bluffdale City, consisting of a 20 foot wide trail that can be used as described for Bluffdale and County vehicular emergency and maintenance vehicles ("Access Road").
- 8. Pathway Improvements. GMMN and Stonefly shall also install a 10 foot wide asphalt pathway from the easement area to the primary Jordan River Parkway Trail as shown on Exhibit C. The asphalt pathway shall be constructed to Salt Lake County standards. Upon completion, inspection, and acceptance of the asphalt pathway, Salt Lake County Parks and Recreation shall take ownership of and maintain the asphalt pathway.
- 9. Maintenance of the Easement Areas. GMMN and Stonefly and their successor HOA or assigns at their sole expense shall maintain and repair the GMMN Easement Area, the County Easement Area, and the Stonefly Easement Area in a good, safe, and useful condition and repair in compliance with all applicable governmental requirements and shall keep the Access Road reasonably free and clear of snow and ice.
- 10. <u>Subject to Existing Rights.</u> These easements are granted subject to all easements and encumbrance of record as of the date hereto.
- 11. <u>Assignment.</u> The rights and obligations as set forth in this Agreement are intended to run with the land and succeeding interests therein.
- 12. Expansion for Amendment. This Agreement and the easements granted herein may not be expanded or modified except by a further agreement in writing and recordable from all of the parties hereto or their heirs, successors or assigns.
- 13. Governmental Immunity. The County is a body corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act ("Act"), Utah Code Ann. §§ 63G-7-101, et. seq. (1953, as amended). Nothing contained in this Agreement, including the terms of Paragraph 15 below, is intended to create additional rights to third parties or shall be construed in any way to waive any provisions of the Act or modify the limits of liability set forth in that Act

14. Insurance.

a. The County is a self-insured governmental entity, and as such it will provide and maintain liability insurance pursuant to the Act.

- b. During construction of the Access Road, GMMN and Stonefly and their successors or assigns, shall secure and maintain, at their own cost, the following minimum insurance coverage:
 - i. Workers' compensation and employer's liability insurance as required by the State of Utah, unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, GMMN and Stonefly shall require their subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.
 - ii. Commercial general liability insurance, on an occurrence form, with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect the County, GMMN and Stonefly, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from GMMN's or Stonefly's actions under this Agreement, whether performed by GMMN and Stonefly themselves, any subcontractor, or anyone directly or indirectly employed or engaged by any of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to the County whether such coverage be primary, contributing or excess.
 - iii. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$500,000 per person, \$1,000,000 per accident, \$250,000 per occurrence for property damage, or a single combined limit of \$1,000,000.
 - iv. Following construction of the Access Road, GMMN and Stonefly and their successors or assigns shall maintain commercial general liability insurance as provided in Subsection ii above.
- c. <u>Insurance Requirements for GMMN and Stonefly</u>. The following general insurance requirements shall apply for all policies obtained by GMMN or Stonefly or their successors or assigns:
 - a. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the completion of work on the Access Road or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.
 - b. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:
 - (1) Currently rated A- or better by A.M. Best Company;

-OR-

- (2) Listed in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570), as amended.
- c. GMMN and Stonefly shall furnish certificates of insurance, acceptable to the County, verifying compliance with the insurance requirements herein prior to the execution of this agreement. GMMN and Stonefly shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the time during which insurance is required under the terms of this Agreement.
- d. In the event any work is subcontracted, GMMN and Stonefly shall require its subcontractor, at no cost to the County, to secure and maintain all minimum insurance coverages required of GMMN and Stonefly hereunder.
- e. GMMN and Stonefly's insurance policies shall be primary and non-contributory to any other coverage available to the County. The general liability policies shall be endorsed with a waiver of subrogation in favor of the County.
- f. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, GMMN and Stonefly shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to GMMN and Stonefly.
- g. All required policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to the County in a manner approved by the

- Salt Lake County District Attorney.
- h. In the event GMMN and Stonefly fails to maintain and keep in force any insurance policies as required herein, the County shall have the right at its sole discretion to seek to recover the costs of said insurance from GMMN and Stonefly or their successors or assigns.
- 15. Indemnification. For each easement granted herein, the grantee parties benefiting from the grant of the easement ("Grantee Parties"), their successors and assigns, agree to indemnify, defend and hold harmless the granting party ("Grantor Party") and Grantor Party's officers, agents, employees, successors and assigns (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of litigation), of any person or entity, directly or indirectly arising out of, caused by, or resulting from (i) Grantee Parties' or Grantee Parties' agents', employees', or invitees' use of the easement areas as provided herein, or (ii) of the work performed in, on, or about the easement areas by Grantee Parties or Grantee Parties agents or any independent contractor retained by the Grantee Party. Each Grantee Party's indemnification obligations under this Agreement shall not include an obligation to indemnify, defend, or hold Grantor Party harmless to the extent any liability is caused by any negligent or willful act or failure to act of the Grantor Party.
- 16. Exhibits. The parties acknowledge and agree that each of the Exhibits attached to this Agreement are an integral part of this Agreement and by this reference are incorporated herein as if set forth in full verbatim.

17. Miscellaneous.

- a. <u>Governing Law</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.
- b. <u>Authorization</u>. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he or she signs to execute and deliver this Agreement and that as result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

IN WITNESS WHEREOF, this Agreement shall be dated and effective on date and year first above written.

[Signature Pages To Follow]

By:	Dunn		
Sherrie Swensen, Salt Lake County Clerk			
STATE OF UTAH)	/		
:ss County of Salt Lake	h-11)		
On this day of, 2015, personally being by melduly sworn, did say and acknowledge that (s	appeared before me Manual Manager of Salt		
Lake County, and that the foregoing instrument was signed by of a Resolution of the Salt Lake County Council.	her him on behalf fil Salt Lake County, by authority		
of a Resolution of the San Lake County Council.	Sebout Lit		
DEBORAH SCOTT NOTARY PUBLIC - STATE OF UTAH	NOTARY PUBLIC Residing in Salt Lake County, Utah		
My Comm. Exp. 06/07/2016 Commission # 612871			
STATE OF UTAH) :ss			
County of Salt Lake)			
On this 20 day of, 2015, personally app			
being duly sworn, did say that (4)he is the <u>Cleck</u> Mayor, and that the foregoing instrument was signed on behal	of Salt Lake County, Office of		
,,			
[SEAL]	V		
	NOTARY PUBLIC		
KIM STANGER	Residing in Salt Lake County, Utah		
Motary Public State of Utah My Commission Expires on: February 1, 2017 Comm. Number: 662873			
7			
APPROVED AS TO FORM			
District Attorney's Office V. L. Clutter Verte			
P. Charateolia Preston			
Print Name Date: 5/4/15			
6 Page			

BK 10326 PG 2643

SALT LAKE COUNTY

Mayor or Designee

STONEFLY DEVELOPMENT CORPORATION

STATE OF UTAH)	
00171771 07011 771	:SS	
COUNTY OF SALT LAKE)	
On this 7 day of May Corporation personally appeared be that he executed the same.	2015, Christopher K McCandles fore me as the signer of the foreg	ss, the President of Stonefly Development going instrument, who duly acknowledged to me
	Benjamin Stringham Notary Public State of Utah My Commission Expires on: December 19, 2015 Comm. Number: 650893	NOTARY PUBLIC Residing in Salthake County
	GMMN HOLDINGS, LLC By: hustophus	m Courubs
STATE OF UTAH)		4
:ss COUNTY OF SALT LAKE)		
		, 2015, personally appeared before say that (s)he is the freschool of as signed in behalf of said Limited Liability
Benjamin Stringham Notary Public State of Ute My Commission Expires of December 19, 2015 Comm. Number: 65089	n: NOTARY & BLIC	County

EXHIBIT A, PAGE ONE

17.08 TOTAL ACRES VTDI 33-02-300-049-0000 DIST 45 TAX CLASS UPDATE REAL ESTATE GMMN HOLDINGS, LLC BUILDINGS GB LEGAL TOTAL VALUE PRINT 9067 S 1300 W # 105 NO: FACTOR BYPASS WEST JORDAN UT 84088 EDIT 0 BOOK 09719 PAGE 1731 DATE 05/11/2009 EDIT 0 LOC: 14123 S LOUMIS PKWY SUB: SEC 02 TWNSHP 4S RNG 1W TYPE SECT PLAT 03/23/2015 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY BEG N 0^01'11" E 412.47 FT ALG SEC LINE FR SE COR SEC 3, T4S, R1W, SLM; N 80^06' W 1012.72 FT; N 26^55'29" E 190.59 FT; N 58°E 165 FT; N 84° E 339.88 FT; N 4°30' E 42.90 FT; N 83^32'58" E 47.74 FT; S 5^38'43" E 100.65 FT; N 84^21'17" E 223.05 FT; N 69^01'14" E 100.29 FT; S 89^37'56" E 692.40 FT; S 11^01' E 100.67 FT; S 18^14' E 102 FT; S 32.10 FT; S 10^ W 147 FT; S 59^37' W 60.40 FT; S 81^37' W 104.80 FT; S 88^36' W 0.80 FT; S 9^23'15" E 83.55 FT; S 9^24'26" E 237.86 FT; S 60^17' W 20.64 FT; S 85^37'59" E 104.80 FT; S 57^ W 107.10 FT; N 85^37'59" W 114.30 FT; SW'LY ALG 25 FT RADIUS CURVE TO L 20.70 FT (CHD S 70^39'05" W 20.11 FT); SW'LY ALG 60 FT RADIUS CURVE TO R 15.80 FT (CHD S 54^28'39" W 15.75 FT); SW'LY ALG 15 FT RADIUS CURVE TO L 15.12 FT (CHD S 33^08'05" W 14.49 FT); N 4^15' E 23.07 FT; N 77^42'19" W 126.83 FT; N 18^24'49" W 17.86 FT; N 18^26' W 59.10 FT; N 13^17'49" W 37.33 FT; N 7^02'49" W 55.60 FT; N 2^53'49" W 50.30 FT; N 11^22'11" E 5.11 FT; N 11^21' E 41.07 FT; N 11^22'11" E 10.02 FT; N 80^06' W 250.24 FT TO BEG. 17.08 AC M OR L. 9013-3221 9022-4605,4622 9058-6098 9235-2873 9713-6950

VTDI 33-10-231-012-0000 DIST 45 TOTAL ACRES 0.74 STONEFLY DEVELOPMENT TAX CLASS UPDATE N REAL ESTATE CORPORATION LEGAL N BUILDINGS PRINT I TOTAL VALUE 9067 S 1300 W # 105 NO: WEST JORDAN UT 84088 EDIT 1 FACTOR BYPASS LOC: 14241 S BLACK WULFF DR EDIT 0 BOOK 10203 PAGE 0001 DATE 06/13/2014 SUB: SAGE ESTATES PH 2E TYPE SUBD PLAT 03/23/2015 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY

PARCEL E, SAGE ESTATES PH 2E. 10227-8095

EXHIBIT A PAGE TWO

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21.33
VTDI 33-02-300-050-0000 DIST 45
                                                                           TOTAL ACRES
                                           TAX CLASS
                                                            UPDATE
                                                                           REAL ESTATE
 SALT LAKE COUNTY
                                                                           BUILDINGS
                                             OE
                                                            LEGAL
 % REAL ESTATE DEPT # S3200
                                                                           TOTAL VALUE
                                                            PRINT
PO BOX 144575
                                    NO:
                                      841144575
                                                      EDIT 1
                                                                            FACTOR BYPASS
SALT LAKE CITY UT
                                           EDIT 0 BOOK 09720 PAGE 9036 DAT
TYPE SECT PLAT
LOC: 14123 S 1300 W
                                                                                     DATE 05/12/2009
SUB: SEC 02 TWNSHP 4S RNG 1W
    03/23/2015 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
            BEG N 88^26'09" E 542.14 FT ALG SEC LINE FR SW COR SEC 2,
            T4S, R1W, SLM; N 59<sup>32</sup>'34" W 43.44 FT; N 57<sup>E</sup> 365.04 FT; N 19<sup>30</sup>' E 310.21 FT; N 71<sup>E</sup> 938.98 FT; N 81<sup>2</sup>1'10" E 16.46
            FT; N 83^30'55" E 66.84 FT; S 55^12'29" E 58.39 FT; S
            40^03'56" E 53.54 FT; S 14^03'51" W 99.38 FT; S 61^10'41" W 79.16 FT; S 39^04'57" W 85.30 FT; S 14^02'35" W 86.99 FT; S 14^29'21" E 351.15 FT; S 11^14'40" W 89.12 FT; S 44^20'31" W
            8.45 FT TO SEC LINE; S 44^20'31" W 76.82 FT; N 80^26'04" W 64.84 FT; S 72^30'20" W 98.33 FT; S 26^32'43" W 224.44 FT; S 28^45'58" W 55.88 FT; S 68^34' W 55.15 FT; N 83^35'20" W
            130.32 FT; N 63^40'44" W 210.02 FT; N 85^37'59" W 299.64 FT;
            N 61^53'23" W 170.62 FT; N 59^32'34" W 190.72 FT TO BEG.
            21.33 AC M OR L. 8927-1800 9013-3221 9022-4605,4622
            9058-6098 9235-2873 9719-1734
PFKEYS: 1=RXPH 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV
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EXHIBIT A, PAGE THREE

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TOTAL ACRES
                                                                                23.41
VTDI 33-11-101-007-0000 DIST 45
                                                            REAL ESTATE
SALT LAKE COUNTY
                                  TAX CLASS
                                               UPDATE
                                   OE CE
                                               LEGAL
                                                            BUILDINGS
% REAL ESTATE DEPT # S3200
                                               PRINT
                                                            TOTAL VALUE
                           . NO:
PO BOX 144575
                             841144575
                                           EDIT 1
                                                            FACTOR BYPASS
SALT LAKE CITY UT
                                          BOOK 09022 PAGE 4622
                                                                    DATE 08/13/2004
                                  EDIT 0
LOC: 1001 W BANGERTER HWY
                                                        TYPE SECT
                                                                   PLAT
SUB: SEC 02 TWNSHP 4S RNG 1W
               PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
   03/23/2015
         BEG S 0-02'05" E 392.46 FT ALG THE SEC LINE FR SW COR OF SEC
          2, T 4S, R 1W, SLM; N 46-53'39" E 447.46 FT; N 35-46'49" E
         120.23 FT; N 4-15' E 38.82 FT; NE'LY ALG A 15 FT RADIUS
         CURVE TO R 15.12 FT; NE'LY ALG A 60 FT RADIUS CURVE TO L
         15.80 FT; E'LY ALG A 25 FT RADIUS CURVE TO R 20.70 FT;
         85-37'59" E 114.30 FT; S 57- W 58.74 FT; S 59-32'34" E
         234.16 FT; S 61-53'23" E 170.62 FT; S 85-37'59" E 299.64 FT;
           63-40'44" E 210.02 FT; S 83-35'20" E 130.32 FT; N 68-34'
         55.15 FT; N 28-45'58" E 55.88 FT; N 26-32'43" E 224.44 FT; N
                    E 98.33 FT; S 80-26'04" E 64.84 FT; N 44-20'31" E
         72-30'20"
         85.27 FT; N 11-14'40" E 89.12 FT; N 14-29'21"
                                                            W
                                                               351.15 FT; N
                                                               61-10'41"
                      86.99 FT; N 39-04'57" E 85.30 FT; N
         14-02'35"
                    Ε
         79.16 FT; N 14-03'51" E 99.38 FT; N 40-03'56" W 53.54 FT; N
                    W 58.39 FT; S 83-30'55" W 66.84 FT; S 81-21'10"
         16.46 FT; S 71- W 938.98 FT; S 19-30' W 310.20 FT; S 57- W
         199.20 FT; N 85-37'59" W 104.79 FT; N 60-18'11" E 20.55 FT;
         N 61-05'44" E 124.16 FT; N 60-22'15" E 145.92 FT; N
         19-19'03" E 134.89 FT; N 15-49'56" E 164.03 FT; N 63-37'06"
         E 59.42 FT; N 79-22'45" E 113.31 FT; N 67-47'44" E 196.50
         FT; N 66-16'26" E 121.79 FT; N 66-24'07" E 166.02 FT; N
         78-28'55" E 89.74 FT; N 80-13'20" E 135.87 FT; N 81-21'10" E 102.97 FT; N 83-30'55" E 76.83 FT; N 80-50'11" E 92.96 FT; N
         80-15'11" E 52.01 FT TO W LINE OF JORDAN RIVER; S 5-26' E
         7.87 FT; S 7-12'45" E 66.07 FT; S 17-58'51" W 39.34 FT; S 10-49'13" W 34.86 FT; S 11-41'07" W 48.84 FT; S 9-07'52" W 114.94 FT; S 59-46'03" E 106.51 FT; S 30-54'54" E 74.93 FT;
         $ 20-17'03" W 90.55 FT; $ 28-57'52" W 47.76 FT; $ 21-46'53" W 57.78 FT; $ 15-56'20" W 66.12 FT; $ 6-24'29" E 97.04 FT; $
         12-35'08" W 103.77 FT; S 22-47'53" W 123.76 FT; S 3-50'52"
         91.63 FT; S 17-22'12" W 75.33 FT; S 46-23'20" W 121.47 FT; S
         65-06'54" W 132.23 FT; S 69-03'10" W 123.25 FT; S 69-21'06"
         W 80.81 FT; N 62-59'42" W 100.76 FT; N 56-18'52" W 81.66 FT; N 60-25'21" W 76.18 FT; N 62-24'47" W 92.99 FT; N 50-05'32"
         W 77.37 FT; N 73-46'54" W 112.73 FT; N 83-18'55" W 108.27
         FT; S 77-21'52" W 69.91 FT; S 61-06'17" W 38.69 FT; S
         57-18'28" W 57.61 FT; S 39-40'36" W 122.92 FT; S 43-50'15" W
         82.64 FT; S 35-49'48" W 69.72 FT; S 44-16'54" W 118 FT; S
         52-56' W 105.59 FT; S 54-44'57" W 125.23 FT; N 88-25'31" W
         78.12 FT; N 75-49'44" W 134.58 FT; S 73-53'41" W 123.39 FT;
          57-26'05" W 147.27 FT; S 53-45'58" W 107.48 FT; S
         47-16'19" W 130.24 FT; S 24-37'10" W 108.22 FT; S 15-59'02"
        W 105.46 FT; S 15-15'24" E 118.36 FT; S 5-31'45" E 70.05 FT;
        S 46-06'19" W 84.35 FT; S 61-05'45" W 68.38 FT; S 72-54'39"
        W 63.66 FT; S 89-19'27" W 120.99 FT; N 52-59' W 119.23 FT; N
        67-41'16" W 82.55 FT; N 48-22'46" W 60.28 FT; N 75-34'13" E
        50.27 FT; S 85-52'10" E 55.37 FT; N 40-23'34" E 282 FT; N
        47-03'14" E 81.99 FT; N 65-52'22" E 165.73 FT; N 24-37'10" E
        38.73 FT; N 47-16'19" E 85.84 FT; NE'LY ALG A 425 FT RADIUS
        CURVE TO L 226.40 FT; N 16-45' E 164.24 FT; N 78-55' W 83.74
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FT; N 9- W 52.39 FT; N 77-52'23" E 158.45 FT TO BEG. 23.41

AC M OR L.

BK 10326 PG 2647

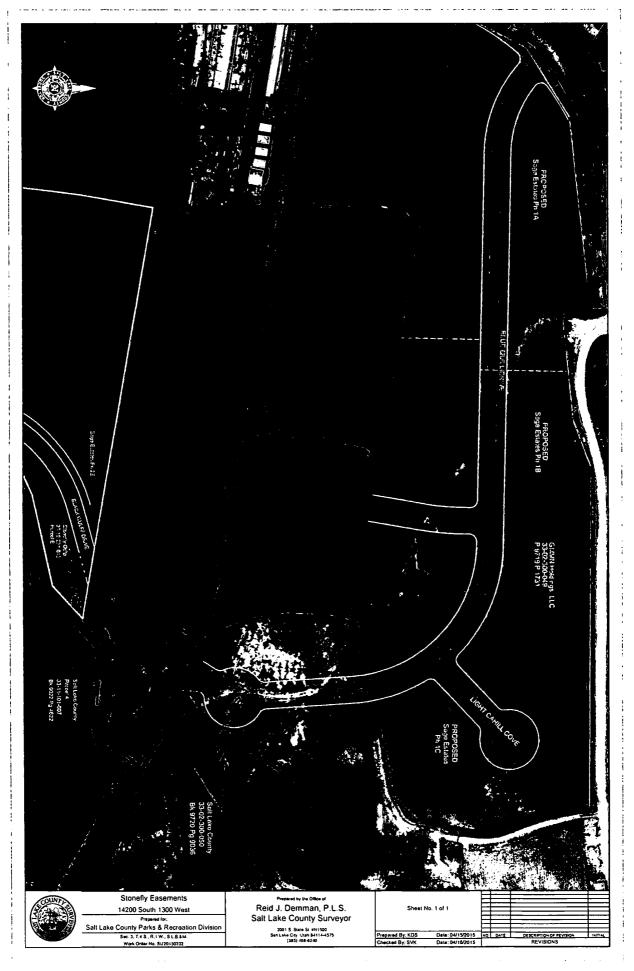


EXHIBIT D, Page One PERPETUAL ACCESS EASEMENT THROUGH SALT LAKE COUNTY PROPERTY

A 20.00 foot wide perpetual access easement being part of an entire tract located in the Southwest Quarter of Section 02 and the Northwest Quarter of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian. Said entire tract is described in that Warranty Deed, Book 9720, Page 9036, Salt Lake County Recorder's Office. The boundary of said perpetual access easement is described as follows:

Beginning at a point on the northwesterly boundary line of said entire tract being 76.84 feet North 0°01'11" East along the section line and 566.09 feet East from the Southwest Corner of Section 2, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running;

thence North 57°00'00" East 20.01 feet along said northwesterly boundary line;

thence Southeasterly 107.16 feet along the arc of a 120.00 foot radius curve to the right (center bears South 58°40'42" West and the chord bears South 05°44'17" East 103.64 feet with a central angle of 51°09'57") to a southwesterly boundary line of said entire tract;

thence North 59°32'34" West 20.42 feet along said southwesterly boundary line;

thence Northwesterly 84.96 feet along the arc of a 100.00 foot radius curve to the left (center bears South 72°18'39" West and the chord bears North 06°38'59" West 82.43 feet with a central angle of 48°40'40") to the point of beginning.

Contains 1,921 square feet or 0.044 acres.

EXHIBIT D, Page Two PERPETUAL ACCESS EASEMENT THROUGH SALT LAKE COUNTY PROPERTY

A 20.00 foot wide perpetual access easement being part of an entire tract located in the Northwest Quarter of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian. Said entire tract is described in that Warranty Deed, Book 9022, Page 4622, Salt Lake County Recorder's Office. The boundary of said perpetual access easement is described as follows:

Beginning at a point on a northwesterly boundary line of said entire tract being 157.72 feet South 0°02'05" East and 250.94 feet East from the Northwest Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running:

thence Northeasterly 7.76 feet along the arc of a 30.00 foot radius curve to the left (center bears North 28°16'32" West and the chord bears North 54°18'45" East 7.74 feet with a central angle of 14°49'25"):

thence North 46°53'39" East 48.12 feet;

thence Easterly 41.42 feet along the arc of a 50.00 foot radius curve to the right (center bears South 43°06'21" East and the chord bears North 70°37'32". East 40.25 feet with a central angle of 47°27'46");

thence South 85°38'35" East 128.72 feet;

thence Northeasterly 86.88 feet along the arc of a 80.00 foot radius curve to the left (center bears North 04°21'25" East and the chord bears North 63°14'48" East 82.67 feet with a central angle of 62°13'15");

thence North 32°08'10" East 61.05 feet;

thence Northeasterly 25.22 feet along the arc of a 100.00 foot radius curve to the left (center bears North 57°51'50" West and the chord bears North 24°54'40" East 25.15 feet with a central angle of 14°27'01") to a northeasterly boundary line of said entire tract;

thence South 59°32'34" East 20.42 feet along said northeasterly boundary line;

thence Southwesterly 25.75 feet along the arc of a 120.00 foot radius curve to the right (center bears North 70°09'30" West and the chord bears South 25°59'20" West 25.70 feet with a central angle of 12°17'20");

thence South 32°08'10" West 61.05 feet;

thence Southwesterly 108.60 feet along the arc of a 100.00 foot radius curve to the right (center bears North 57°51'50" West and the chord bears South 63°14'48" West 103.34 feet with a central angle of 62°13'15");

thence North 85°38'35" West 128.72 feet;

thence Southwesterly 24.85 feet along the arc of a 30.00 foot radius curve to the left (center bears South 04°21'25" West and the chord bears South 70°37'32" West 24.15 feet with a central angle of 47°27'46");

thence South 46°53'39" West 48.12 feet;

thence Southwesterly 46.26 feet along the arc of a 50.00 foot radius curve to the right (center bears North 43°06'21" West and the chord bears South 73°23'44" West 44.63 feet with a central angle of 53°00'29");

thence North 80°06'00" West 1.36 feet to the northwesterly boundary line of said entire tract and a point on the northeasterly subdivision line of the Sage Estates Phase 2E Subdivision, as platted and recorded in Book 2014P, Page 89, Salt Lake County Recorder's Office;

thence South 46°53'39" West 33.08 feet along said northwesterly boundary line and northeasterly subdivision line to the point of beginning.

Contains 8,479 square feet or 0.195 acre, more or less.

EXHIBIT E, Page One PERPETUAL ACCESS EASEMENT THROUGH GMMN HOLDINGS, LLC

A 20.00 foot wide perpetual access easement being part of an entire tract located in the Southwest Quarter of Section 02 and the Southeast Quarter of Section 03, Township 4 South, Range 1 West, Salt Lake Base and Meridian. Said entire tract is described in that Warranty Deed, Book 9719, Page 1731, Salt Lake County Recorder's Office. The boundary of said perpetual access easement is described as follows:

Beginning at a point on the northwesterly boundary line of said entire tract, said point being 781.97 feet North 0°01'11" East and 868.89 feet West from the Southwest Corner of Section 02, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running:

thence Southeasterly 191.07 feet along the arc of a 240.00 foot radius curve to the left (center bears North 46°52'31" East and the long chord bears South 65°55'55" East 186.06 feet with a central angle of 45°36'48");

thence South 88°44'21" East 804.28 feet;

thence Southeasterly 460.19 feet along the arc of a 310.00 foot radius curve to the right (center bears South 1°15'39" West and the bng chord bears South 46°12'44" East 419.08 feet with a central angle of 85°03'14");

thence South 3°41'06" East 205.35 feet;

thence Southeasterly 49.87 feet along the arc of a 40.00 foot radius curve to the left (center bears North 86°18'54" East and the bng chord bears South 39°24'02" East 46.70 feet with a central angle of 71°25'53");

thence South 75°06'59" East 62.59 feet;

thence Southeasterly 91.72 feet along the arc of a 120.00 foot radius curve to the right (center bears South 14°53'01" West and the chord bears South 53°13'20" East 89.50 feet with a central angle of 43°47'15") to a southeasterly boundary line of said entire tract;

thence South 57°00'00" West 20.01 feet along said southeasterly boundary line;

thence Northwesterly 77.02 feet along the arc of a 100.00 foot radius curve to the left (center bears South 59°00'36° West and the chord bears North 53°03'21" West 75.13 feet with a central angle of 44°07'14");

thence North 75°06'59" West 62.59 feet;

thence Northwesterly 74.80 feet along the arc of a 60.00 foot radius curve to the right (center bears North 14°53'01" East and the bng chord bears North 39°24'02" West 70.05 feet with a central angle of 71°25'53");

thence North 3°41'06" West 205.35 feet; thence Northwesterly 430.50 feet along the arc of a 290.00 foot radius curve to the left (center bears South 86°18'54" West and the long chord bears North 46°12'43" West 392.04 feet with a central angle of 85°03'15");

thence North 88°44'21" West 804.28 feet;

thence Northwesterly 210.91 feet along the arc of a 260.00 foot radius curve to the

right (center bears North 1°15'39" East and the long chord bears North 65°30'02" West 205.17 feet with a central angle of 46°28'35") to the northwesterly boundary line of said entire tract;

thence North 57°58'03" East (Record=North 58°00'00" East) 20.35 feet along said northwesterly boundary line to the point of beginning.

Contains 37,309 square feet, or 0.857 acres

EXHIBIT E, Page Two PERPETUAL ACCESS EASEMENT THROUGH STONEFLY PROPERTY

A 20.00 foot wide perpetual access easement being part of Parcel E, Sage Estates Phase 2E Subdivision, as platted and recorded in Book 2014P, Page 89, Salt Lake County Recorder's Office, and located in the Northwest Quarter of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian. Said Parcel E is described in that Warranty Deed, Book 10227, Page 8095, Salt Lake County Recorder's Office. The boundary of said perpetual access easement is described as follows:

Beginning at a point on the easterly boundary line of said Sage Estates Phase 2E Subdivision, said point being 157.72 feet South 0°02'05" East and 250.94 feet East from the Northwest Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running:

Thence South 46°53'39" West 33.08 feet along said easterly subdivision line; thence North 80°06'00" West 107.92 feet to the southeasterly line of Black Wulff Drive; thence North 75°00'00" East 47.50 feet along said southeasterly line; thence South 80°06'00" East 66.20 feet; thence Northeasterly 19.99 feet along the arc of a 30.00 foot radius curve to the left (center bears North 09°54'00" East and the chord bears North 80°48'17" East 19.62 feet with a central angle 53°00'21") to the point of beginning.

Contains 1,900 square feet, or 0.044 acre, more or less.