13940451 B: 11332 P: 7579 Total Pages: 21 04/26/2022 03:44 PM By: bmeans Fees: \$44.00 Rashelle Hobbs, Recorder, Salt Lake County, Utah Return To: MILLER HARRISON LLC 5292 SO COLLEGE DRMURRAY, UT 84123

AMENDED AND RESTATED PRIVATE ROAD MAINTENANCE AGREEMENT

This AMENDED AND RESTATED PRIVATE ROAD MAINTENANCE AGREEMENT ("**Agreement**") is executed by the undersigned parties who own the properties described herein. This Agreement shall be effective as of the date it is recorded with the Salt Lake County Recorder's Office.

RECITALS

Background

- A. The parties to this agreement are homeowners who live in or adjacent to the Hidden Park Subdivision located in Sandy, Utah (the "**Neighborhood**").
- B. The Neighborhood is comprised of Lot 1, the LaPoint Lot, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8/9, Lot 10, Lot 8070, Lot 8084, and Lot 8090 (collectively the "Lots"). The Lots are more particularly described herein. There are a total of thirteen (13) Lots.
- C. The owners of the Lots are referred to collectively herein as the "Lot Owners" or individually as "Lot Owner." The Lot Owners are the parties to this Agreement.
- D. The roads in the Neighborhood are private roads and there is only one (1) gated entrance to and exit from the Neighborhood.
- E. The private roads in the Neighborhood are Hidden Park Lane, Madsen Lane, Madsen Court, and 1700 East. These four (4) private roads are collectively referred to as the "**Private Roads**."
- F. The Private Roads have been maintained according to the Private Road Maintenance Agreement (the "**Prior Agreement**") recorded in the Office of the Salt Lake County Recorder on July 6, 1999 as Entry Number 7405056.
- G. Not all Lot Owners are parties to the Prior Agreement, and the Prior Agreement does not accurately reflect the current maintenance needs of the Private Roads and of other common facilities in the Neighborhood, including the security gate and the common mailbox area.

- H. As such, the Lot Owners desire to execute this Agreement. This Agreement shall completely replace and supersede in all respects the Prior Agreement and any and all other agreements regarding the Private Roads, whether in writing or not, prior to the date of the recording of this Agreement, including any contrary provisions contained in the Declaration of Protective Covenants for Hidden Park Subdivision, recorded in the Office of the Salt Lake County Recorder on July 6, 1999 as Entry Number 7405050.
- I. The Lots are described with particularity below and are also described on the attached Exhibit A. This Agreement shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest to any of the Lots or part thereof.

Ownership and Description of the Lots

- J. Li Zhongxin is the owner of the property located at 7962 S Hidden Park Lane in Sandy, Utah ("Lot 1"). Lot 1 is shown as Lot 1 on the Hidden Park Subdivision plat recorded in the Office of the Salt Lake County Recorder and is identified as Parcel Number 22-33-127-047-0000.
- K. Diana and Gary Heward are the owners of the property located at 7976 S Hidden Park Lane in Sandy, Utah (the "LaPoint Lot"). The LaPoint Lot is shown as Lot 1 on the LaPoint Subdivision plat recorded in the Office of the Salt Lake County Recorder and is identified as Parcel Number 22-33-127-063-0000.
- L. Rachel and Ryan Coon are the owners the property located at 7990 S Hidden Park Lane in Sandy, Utah ("**Lot 2**"). Lot 2 is shown as a portion of Lot 2 on the Hidden Park Subdivision plat recorded in the Office of the Salt Lake County Recorder and is identified as Parcel Number 22-33-127-061-0000.
- M. Shera Hart is the owner of the property located at 1691 E Madsen Lane in Sandy, Utah ("Lot 3"). Lot 3 is shown as Lot 3 on the Hidden Park Subdivision plat recorded in the Office of the Salt Lake County Recorder and is identified as Parcel Number 22-33-177-068-0000.
- N. Jennifer Diamond is the owner of the property located at 8018 S Hidden Park Lane in Sandy, Utah ("Lot 4"). Lot 4 is comprised as a portion of Lot 2 as shown on the Hidden Park Subdivision plat recorded in the Office of the Salt Lake County Recorder identified as Parcel Number 22-33-127-054-0000, and of Lot 4 as shown on the Hidden Park Subdivision plat recorded in the Office of the Salt Lake County Recorder identified as Parcel Number 22-33-177-067-0000.
- O. Aaron and Jessica Rust are the owners the property located at 1657 E Madsen Lane in Sandy, Utah ("Lot 5"). Lot 5 is shown as Lot 5 on the Hidden Park Subdivision plat

- recorded in the Office of the Salt Lake County Recorder and is identified as Parcel Number 22-33-177-066-0000.
- P. Christine and Jeremy Jones are the owners the property located at 8008 S Madsen Court in Sandy, Utah ("**Lot 6**"). Lot 6 is shown as Lot 6 on the Hidden Park Subdivision plat recorded in the Office of the Salt Lake County Recorder and is identified as Parcel Number 22-33-177-081-0000.
- Q. Feng Liu and Jacinda Jia Yao, as trustees of The Liu trust dated September 29, 2015, are the owners of the property located at 8028 S Madsen Court in Sandy, Utah ("Lot 7"). Lot 7 is shown as a portion of Lot 7 as shown on the Hidden Park Subdivision plat recorded in the Office of the Salt Lake County Recorder and is identified as Parcel Number 22-33-177-084-0000.
- R. Jan and Jay Bryner, as trustees of the Bryner Family Trust dated May 15, 2002, are the owners of the property located at 1660 E Madsen Lane in Sandy, Utah ("Lot 8/9"). Lot 8/9 generally encompasses Lots 8 and 9 as shown on the Hidden Park Subdivision plat recorded in the Office of the Salt Lake County Recorder and is identified as Parcel Number 22-33-177-086-0000.
- S. Kevin and Michele Fitt, as trustees of the Kevin P. and Michele Fitt Family Trust dated April 12, 2019, are the owners of the property located at 1676 E Madsen Lane in Sandy, Utah ("Lot 10"). Lot 10 is shown as Lot 10 on the Hidden Park Subdivision plat recorded in the Office of the Salt Lake County Recorder and is identified as Parcel Number 22-33-177-072-0000.
- T. Denise and Scott Haslam, as trustees of the Scott and Denise Haslam Trust dated December 15, 2008, are the owners of the property located at 8070 South 1700 East in Sandy, Utah ("Lot 8070"). Lot 8070 is identified as Parcel Number 22-33-177-083-0000 in the Office of the Salt Lake County Recorder.
- U. Craig LeMaster, as trustee of the Craig William LeMaster Revocable Trust dated July 19, 2006, and June Martin-LeMaster, as trustee of the June Martin-LeMaster Revocable Trust dated July 19, 2006, are the owners of the property located at 8084 South 1700 East in Sandy, Utah ("Lot 8084"). Lot 8084 is identified as Parcel Number 22-33-177-064-0000 in the Office of the Salt Lake County Recorder.
- V. Jackie Martin is the owner of the property located at 8090 South 1700 East in Sandy, Utah ("Lot 8090"). Lot 8090 is identified as Parcel Number 22-33-177-016-0000 in the Office of the Salt Lake County Recorder.

AGREEMENT

In consideration of the foregoing and the mutual covenants of the parties contained in this Agreement, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. **Incorporation of Recitals**. The recitals set forth above are incorporated into this Agreement.
- 2. **Total Votes.** There shall be fourteen (14) total votes ("**Total Votes**") under this Agreement. Lot 1, the LaPoint Lot, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 10, Lot 8070, Lot 8084, and Lot 8090 shall have one (1) vote each. Lot 8/9 shall have two (2) votes.
- 3. **Maintenance Responsibilities**. The following are the maintenance responsibilities covered under this Agreement:
 - a. Private Roads. The Private Roads in the Neighborhood (Hidden Park Lane, Madsen Lane, Madsen Court, and 1700 East) shall be maintained, repaired, and replaced under this Agreement. Driveways that connect to the Private Roads are not subject to this Agreement.
 - b. Mailbox Area. The mailbox area located at the entrance to the Neighborhood shall be maintained, repaired, and replaced under this Agreement. This shall include the landscaped area around the mailbox area, but shall not include maintenance, repair, or replacement of the mailboxes themselves.
 - c. Security Gate. The security gate located at the entrance to the Neighborhood shall be maintained, repaired, and replaced under this Agreement. No other gates in the Neighborhood are subject to this Agreement. Remotes and/or key fobs for the security gate are the responsibility of the Lot Owners, including any programming required for the remotes/key fobs.
 - d. The responsibilities outlined in Subsections 3(a), 3(b), and 3(c) above shall be collectively referred to as the "Maintenance Responsibilities."
 - e. The Maintenance Responsibilities shall be performed in a diligent and regular manner and the Private Roads, mailbox area, and security gate shall be kept in good condition.
- 4. Decisions Regarding Maintenance Responsibilities. Decisions regarding the Maintenance Responsibilities shall be made by a majority of the Total Votes. Such decisions shall include, but are not limited to, when repairs are to be made, what repairs are to be made, what constitutes a Maintenance Responsibility, what contractors to use, how/when snow removal shall be performed, establishment of a reserve fund, and future improvements. Notwithstanding the foregoing, any services, maintenance, or improvements made to the Private Roads shall be provided equally to all portions of the Private Roads (for example, snow removal) unless all Lot Owners

- otherwise agree. Additionally, all Lot Owners shall be provided with the same type of access to the security gate unless all Lot Owners otherwise agree.
- 5. Payment for the Costs of Maintenance Responsibilities. All costs of the Maintenance Responsibilities shall be divided fourteen (14) ways. Lot 1, the LaPoint Lot, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 10, Lot 8070, Lot 8084, and Lot 8090 shall each pay 1/14th of the costs. Lot 8/9 shall pay 2/14th of the costs. Each Lot Owner agrees to pay his or her share of the costs. Lot Owners shall pay their share of the costs by the date determined by a majority of the Total Votes. A bank account shall be opened to deposit the funds received and may not be deposited into any other account. Payments received shall only be used for the Maintenance Responsibilities and any Lot Owner shall have the right to request an accounting of his or her payments.
- 6. Establishment of a Business Entity. Upon agreement of a majority of the Total Votes, a business entity may be established to facilitate the fulfillment of this Agreement, including, but not limited to, accepting payments, seeking legal recourse under this Agreement, and/or entering into contracts on behalf of the Lot Owners. The members of any entity so established shall be Lot Owners.
- 7. **Effects of Non-Payment.** Should any Lot Owner not pay his or her share of the costs by the determined due date, a late fee of twenty-five dollars (\$25) per month may be charged until the Lot Owner's account is paid in full. Interest at the rate of twelve percent (12%) per annum may also be charged. In addition, a lawsuit may be filed to collect any past due amounts, except that no lawsuit may be filed unless and until the past due balance exceeds one-thousand dollars (\$1,000). If a lawsuit is filed, the prevailing party shall be entitled to collect court costs and reasonable attorney fees. A lien against the delinquent Lot Owner's Lot may also be recorded if the past due balance exceeds one-thousand dollars (\$1,000). Any lawsuit or lien provided for under this section may be filed by one or more Lot Owners or any entity established under Section 6, above.
- 8. **Easement Across the Private Roads**. All Lot Owners, and their families, guests, tenants, and invitees, shall have an easement over and across the Private Roads. Such right and easement shall be appurtenant and shall pass with title to each Lot.
- 9. **Subsequent Lot Owners.** The rights, covenants, and obligations contained in this Agreement shall bind, burden, and benefit the parties and their respective successors, assigns, heirs, lessees, mortgagees, and beneficiaries under any deeds of trust. This Agreement shall run with the Land.
- 10. **Recording**. This Agreement shall be recorded in the official records of Salt Lake County, Utah.

- 11. **Waiver.** Failure of any party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or waiver of such provision itself.
- 12. Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement or to enforce any rights hereunder, the prevailing party shall be entitled to recover its attorneys' fees and expenses and all other fees and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or on any appeal or review, in addition to all other amounts provided by law.
- 13. Amendment and Termination. This Agreement may be amended upon approval of at least nine (9) of the Total Votes. Any amendment must be in writing, signed by at least one (1) Lot Owner who shall certify that the requisite number of Total Votes have been obtained, and shall be recorded in the Office of the Salt Lake County Recorder. This Agreement may be terminated only upon approval of at least eleven (11) of the Total Votes. Any notice of termination must be in writing, signed by at least eleven (11) Lot Owners, and shall be recorded in the Office of the Salt Lake County Recorder.

IN WITNESS WHEREOF, the Lot Owners have executed this Amended and Restated Private Road Maintenance **Agreement**.

[SIGNATURES OF ALL LOT OWNERS FOLLOW]

Li Zhongxin

STATE OF UTAH

) SS:

COUNTY OF Salt Lake

On the day of April 2022 P personally appeared before me Tiemaine Peterson, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this Agreement and acknowledged he/she executed the same.

Notary Public

'

TREMAINE PETERSON Notary Public - State of Utah Comm. No. 718299 My Commission Expires on May 24, 2025

LaPoint Lot

- 21	
Diana Heward	
Diana Heward	
	ASPALEY RENEZ MEWARD MOSETY PUDIK: State of Utah Corem. No. 704247
STATE OF UTAH) SS:
COUNTY OF SAIT lave)
	personally appeared before me
prove	d on the basis of satisfactory evidence to be the person and acknowledged he/she executed the same.
whose name is subscribed to this	Agreement and administrations
	Notary Public
Ham Horns	· .
	ASHLEY RENEE HEWARD
STATE OF UTAH	Notary Public - State of Utah Comm. No. 704247 My Commission Expires on
COUNTY OF SZIT TEVE) SS: Jan 24, 2023
	Mark personally appeared before me
-invo	I on the bacis of satisfactory evidence to be the person
whose name is subscribed to this	Agreement and acknowledged he/she executed the same.
	Notary Public

STATE OF UTAH

COUNTY OF Salt lake

On the 74 day of November 2021, personally appeared before me Sanie Virtil , proved on the basis of satisfactory evidence to be the person whose name is subscribed to this Agreement and acknowledged he/she executed the same.

STATE OF UTAH

COUNTY OF <u>SAH LAFE</u>

On the 24 day of 2021, personally appeared before me proved on the basis of satisfactory evidence to be the person whose name is subscribed to this Agreement and acknowledged he/she executed the same.

<u>Lot 3</u>

DANIEL KROLL Notary Public - State of Utal Comm. No. 701097 My Commission Expires of Jun 29, 2022 NO NOTARY SEAL - CO RECORDER -

STATE OF UTAH) S COUNTY OF <u>SMCT LAN</u>E)

On the 26 day of 170 2022, personally appeared before me SHSA HAPT, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this Agreement and acknowledged he/she executed the same.

Notary Public

ELTON C. ANDERSON

NOTARY PUBLIC-STATE OF UTAH

COMMISSION# 703211

COMM. EXP. 11-17-2022

Jennifer Diamond
Jennifer Diamond

STATE OF UTAH

)) SS:

COUNTY OF Salt Lake

On the day of December 2021, personally appeared before me <u>Jennifer Diamond</u>, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this Agreement and acknowledged he/she executed the same.

Notary Public

MELANIE R GONZALEZ Notary Public, State of Utah Commission # 698465 My Commission Expires On January 17, 2022

Aaron Rust

STATE OF UTAH COUNTY OF Salt Lake

On the $\frac{22}{\text{Ruff}}$ day of $\frac{\text{November}}{\text{bus}}$ 2021, personally appeared before me whose name is subscribed to this Agreement and acknowledged he/she executed the same.

Jessica Rust

PAXTON HAMILTON Notary Public - State of Utah Comm. No. 721258 Commission Expires on Nov 3, 2025

STATE OF UTAH

STATE OF UTAH

COUNTY OF Salt Lake

whose name is subscribed to this Agreement and acknowledged he/she executed the same.

Notary Public

PAXTON HAMILTON ary Public - State of Utal Comm. No. 721258

CODY MADSEN NOTARY PUBLIC • STATE OF UTAH COMMISSION NO. 710277 COMM. EXP. 01/27/2024

STATE OF UTAH

COUNTY OF Salt Lake

On the $\frac{1}{2}$ day of $\frac{1}{2}$ day of $\frac{1}{2}$ 2021, personally appeared before me $\frac{1}{2}$ by $\frac{1}{2}$ day of $\frac{1}{2}$ proved on the basis of satisfactory evidence to be the person whose name is subscribed to this Agreement and acknowledged he/she executed the same.

STATE OF UTAH

COUNTY OF But Luke

CODY MADSEN NOTARY PUBLIC • STATE OF UTAH COMMISSION NO. 710277 COMM. EXP. 01/27/2024

On the 23^{vk} day of November 2021, personally appeared before me Tevery Torics proved on the basis of satisfactory evidence to be the person whose name is subscribed to this Agreement and acknowledged he/she executed the same.

Notary Public

Feng Liu,
As Trustee of The Liu trust dated September 29, 2015

STATE OF UTAH

COUNTY OF Sattlace

SS:

On the The day of December 2021, personally appeared before me Feng Liu
Notary Public State of Utah Hy Commission Expires on: November 16, 2024

Coden, flumber: 715307

On the The day of December 2021, personally appeared before me Feng Liu
Notary Public

Christian Vai Higbee
Notary Public State of Utah
Hy Camalacion Expires on: November 16, 2024
Comm. Number: 715307

On the The day of Very ber 2021, personally appeared before me November 16, 2024
Comm. Number: 715307

On the The day of Very ber 2021, personally appeared before me Juliada dia ao proved on the basis of satisfactory evidence to be the person whose name is subscribed to this Agreement and acknowledged he/she executed the same.

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Notary Public

Lot 8/9

As Trustee of the Bryner Family Trust dated May 15, 2002
STATE OF UTAH)
COUNTY OF Caltake) ss:
On the 16 day of Nowmbly 2021, personally appeared before me how to the person whose name is subscribed to this Agreement and acknowledged he/she executed the same. Notary Public
MELSI LOSEE Notary Public - State of Utah Comm. No. 707572 My Commission Expires on Aug 2, 2023 Aug 2, 2023 As Trustee of the Bryner Family Trust dated May 15, 2002
STATE OF UTAH COUNTY OF CAHLAKE) SS:
On the 16 day of Nove Well 2021, personally appeared before me whose name is subscribed to this Agreement and acknowledged he/she executed the same. Notary Public
Lot 10 KELSI LOSEE Notary Public - State of Utah Comm. No. 707572

As Trustee of the Kevin P. and Michele Fitt Family Trust dated April 12, 2019 STATE OF UTAH COUNTY OF <u>Salf</u> We On the KEVIN FIH day of MIVIN BY 2021, personally appeared before me hose name is subscribed to this Agreement and acknowledged he/she executed the same. Margo E Brown Notary Public, State of Utah Commission # 708367 My Commission Expires Compar 15, 2023 As Trustee of the Kevin P. and Michele Fitt Family Trust dated April 12, 2019 STATE OF UTAH) SS: COUNTY OF <u>Salf Lake</u> On the 19th day of 110 and of 110 Notary Public Lot 8070 Margo E Brown Notary Public, State of Utah Commission # 708367 My Commission Expires Occober 15, 2023

Notary Public	
OM Ise Haslam Trust	ted December 15, 2008
)) \$\$:	NOTARY PUBLIC Sydney A. Smith 712753 My Commission Expi 06/28/2024 STATE OF UTAH
on the basis of see ent and acknowle	personally appeared before m actory) evidence to be the person whose of he/she executed the same.
///www.ise Haslam Trust	ted December 15, 2008
)) SS:	NOTARY PUBLIC Sydney A. Smith 712753 My Commission Expires 06/28/2024 STATE OF UTAH
)	
wyenta 20:	personally appeared before actory, eyidence to be the personal to be t

Notary Public

Lot 8084

EXHIBIT A

LEGAL DESCRIPTIONS / PARCEL NUMBERS

LOT 1

LOT 1, HIDDEN PARK. 8294-6015 8346-4205 8760-2010 8890-1553 8950-7067 9092-8951

Address: 7962 S Hidden Park Lane

Parcel Number: 22-33-127-047-0000

LAPOINT LOT

LOT 1, LAPOINT SUB. LESS & EXCEPT BEG S 89°48'07" E 2279.48 FT & S 919.64 FT FR THE NW 1/4 COR OF SEC 33, T 2S, R 1E, SLM; S 65°40'29" E 22.05 FT; S 0°30' E 219.64 FT; S 89°56'22" W 20 FT M OR L; N 0°30' W 228.74 FT TO BEG. 0.62 AC M OR L. 9790-0303 9805-8886 9918-7174 10188-2184

Address: 7976 S Hidden Park Lane

Parcel Number: 22-33-127-063-0000

LOT 2

BEG SE COR LOT 2, HIDDEN PARK SUB; S 89°56'22" W 10 FT; S 0°00'31" E 9.24 FT; SW'LY ALG A 100 FT RADIUS CURVE R 10.90 FT; N 77°30'23" W 116.41 FT; S 89°56'22" W 12.75 FT; N 0°30' W 159.37 FT; N 89°56'22" E 12.74 FT; N 0°02'11" W 1.26 FT; N 89°57'49" E 110.93 FT; SE'LY ALG A 100 FT RADIUS CURVE R 30.77 FT; N 89°59'29" E 10 FT; S 0°00'31" E 135.37 FT M OR L TO BEG 0.53 AC M OR L. (BEING PART OF LOT 2, HIDDEN PARK SUB). 8903-7840 9524-1795

Address: 7990 S Hidden Park Lane

Parcel Number: 22-33-127-061-0000

LOT 3

LOT 3, HIDDEN PARK. 8292-0264 8369-1788 8909-3478 8920-1693 9029-2382,2388 9194-4899,4917 9473-0021 9473-0024 9810-5177 9810-5196

Address: 1691 E Madsen Lane Parcel: 22-33-177-068-0000

LOT 4

LOT 4, HIDDEN PARK. 8353-5981 8867-3505

Address: 8018 S Hidden Park Lane

Parcel: 22-33-177-067-0000

BEG SW COR OF LOT 2, HIDDEN PARK SUBDIVISION; S 57°27'10" E 119.61 FT; N'LY ALG A 100 FT RADIUS CURVE TO L 41.51 FT; N 77°30'23" W 116.41 FT TO BEG. (BEING PT OF LOT 2, HIDDEN PARK SUB). 9089-8405

Address: 8018 S Hidden Park Lane

Parcel: 22-33-127-054-0000

LOT 5

LOT 5, HIDDEN PARK. 8334-8691 8347-5061 8589-4437

Address: 1657 E Madsen Lane **Parcel:** 22-33-177-066-0000

LOT 6

LOT 6, HIDDEN PARK. ALSO BEG NW COR LOT 6, HIDDEN PARK; S 89°45'18" W 19.61 FT; S 0°21'20" E 124.19 FT; N 89°43'30" E 19.61 FT; N 0°21'20" W 124.18 FT TO BEG. 8511-4868 9024-2343 9999-1981 9999-1985

Address: 8008 S Madsen Court Parcel: 22-33-177-081-0000

LOT 7

BEG AT NE COR OF LOT 7, HIDDEN PARK SUBDIVISION; SD PT ALSO BEING N 0°13'18" E 1214.17 FT & S 89°43'30" W 346.41 FT FR CEN OF SEC 33, T 2S, R 1E, SLM; S 0°13'16" W 90.47 FT; S 78°22'23" W 221.77 FT; N 37°50'27" W 42.96 FT; N 36°19'27" W 68.29 FT; N 39°19'17" W 57.76 FT; N 89°43'30" E 320.97 FT TO BEG. (BEING PT OF LOTS 7 & 8 HIDDEN PARK SUB). 8794-2352 9217-4382,4393 9297-9066 9303-7090 9310-9600 9312-0899 9475-2354 9534-6661 9770-9762 9811-7955 9943-6386 10377-3329

Address: 8028 S Madsen Court Parcel: 22-33-177-084-0000

LOT 8/9

LOT 9, HIDDEN PARK. ALSO BEG AT NE COR OF LOT 8, HIDDEN PARK SUB, SD PT BEING N 0°13'18" E 1099.53 FT & S 89°36'59" W 121.87 FT & N 89°21'12" W 194.73 FT FR CEN OF SEC 33, T2S, R1E, SLM; S 0°23' E 17.77 FT; S 27°11'06" W 72.87 FT; S 83°21'23" W 179.63 FT; N 37° W 75.19 FT; N 47°41'51" E 20 FT; N 37°50'27" W 7.96 FT; N 78°22'23" E 221.77 FT; S 0°13'16" W 21.32 FT; N 89°37' E 29.81 FT TO BEG. (BEING PT OF LOTS 7 & 8, HIDDEN PARK SUB). ALSO BEG N 0°13'18" E 944.31 FT & N 87°52'50" W 221.33 FT FR THE CEN OF SEC 33, T2S, R1E, SLM; N 87°52'50" W 283.98 FT M OR L; S 37°01'20" E 118.44 FT; S 84° E 20.15 FT; S 37° E 30.51 FT M OR L; N 47°41'51" E 20 FT; S 37° E 24.03 FT; S 87°54'44" E 140.04 FT M OR L; N 36°47'26" W 55.93 FT; N 2°05'47" E 45.91 FT; N 50°04'36" E 47.84 FT TO BEG. 8470-4264 9312-3050 9465-4522 9476-3513,3535 9929-632

Address: 1660 E Madsen Lane Parcel: 22-33-177-086-0000

LOT 10

LOT 10, HIDDEN PARK.

Address: 1676 E Madsen Lane Parcel: 22-33-177-072-0000

LOT 8070

BEG N 0°13'18" E 822.94 FT FR THE CEN OF SEC 33, T 2S, R 1E, SLM; N 87°54'44" W 225.73 FT; N 36°47'26" W 55.93 FT; N 2°05'47" E 45.91 FT; N 50°04'36" E 47.84 FT; S 87°52'50" E 221.33 FT; S 0°13'18" W 121.41 FT TO BEG. 0.69 AC M OR L. 8738-5567 8756-3126 9088-1266 9094-2084 9107-1091 9332-7401 9332-8933 9401-3449 9765-5069 9795-5531 9801-2628 9959-6835

Address: 8070 South 1700 East Parcel: 22-33-177-083-0000

[Agreement not to be recorded against Lot 8084 and Lot 8090]