

WHEN RECORDED, RETURN TO:
Tesch, Vance & Miller, LLC
P.O. Box 3390
Park City, UT 84060

Ent 244333 Bk 0557 Pg 0369-0392
ELIZABETH PARCELL, Recorder
WASATCH COUNTY CORPORATION
2002 APR 29 2:32pm Fee 95.00 MWC
FOR TESCH VANCE & MILLER LLC

EASEMENT AGREEMENT FOR ROADWAY AND UTILITIES

THIS AGREEMENT is made and entered into this 21st day of December, 2001, by and between TAYLOR MILLER (a/k/a/ Debra Taylor Miller) as to an undivided one-third interest, LISA TAYLOR ANANI as to an undivided one-third interest, J. CHRISTIAN TUFT as to an undivided one-ninth interest, TAMARA HOKANSON as to an undivided one-ninth interest, and JODY K. TUFT as to an undivided one-ninth interest (together, the "Taylor/Tuft Owners"), and TUHAYE, LLC ("Tuhaye LLC"), a Utah limited liability company formerly known as Intell, LLC.

RECITALS

- A. The Taylor/Tuft Owners own certain real property in Wasatch County, Utah, more particularly described on Exhibit A hereto (the "Taylor/Tuft Property").
- B. Tuhaye LLC owns certain real property in Wasatch County, Utah, which is known as the Tuhaye Ranch and is more particularly described on Exhibit B hereto ("Tuhaye Ranch").
- C. The Taylor/Tuft Owners, Tuhaye LLC (then known as "Intell, LLC"), and others are parties to that certain Agreement dated March 2, 2001, relating among other things to road and utility access (the "Area B Agreement"), and the Taylor/Tuft Owners and Tuhaye LLC (then known as "Intell, LLC") are parties to that certain letter agreement dated March 2, 2001, relating among other things to road and utility access (the "Side Agreement"). The Side Agreement provides, among other things, that the Taylor/Tuft Owners will grant certain easements to Tuhaye LLC in order to provide roadway and utility access to Tuhaye Ranch, and that Tuhaye LLC will grant certain easements to the Taylor/Tuft Owners including an easement across a small portion of the northwest corner of Tuhaye Ranch.
- D. Intell, LLC changed its name to Tuhaye LLC d/b/a Tuhaye Ranch and Tuhaye LLC represents and warrants to the Taylor/Tuft Owners that Tuhaye LLC is the same entity as Intell, LLC, except for the name change, and is the owner of Tuhaye Ranch and the holder of all of the rights and obligations of Intell LLC under the Area B Agreement and the Side Agreement.

E. The Taylor/Tuft Owners and Tuhaye LLC desire and intend to enter into this Easement Agreement for the purpose of effectuating certain of the terms of the Side Agreement and the Area B Agreement.

NOW, THEREFORE, for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Taylor/Tuft Owners and Tuhaye LLC agree as follows:

1. Access to Tuhaye Ranch. The Taylor/Tuft Owners hereby grant Tuhaye LLC a perpetual, non-exclusive easement over, across and under the portion of the Taylor/Tuft Property described on Exhibit C hereto and shown on the drawing attached as Exhibit D hereto for the purposes of:

- a. Constructing, maintaining, repairing and using an access road (the "Tuhaye Ranch Access Road") providing ingress and egress to and from State Highway 248 and Tuhaye Ranch; and
- a. Constructing, maintaining, repairing and using utilities to service the Tuhaye Ranch property, including but not limited to water, sewer, natural gas, electricity, telephone, cable television, and internet cable.

2. Access for Other Western Adjacent Landowners. Tuhaye LLC shall have the right to grant the other Western Adjacent Landowners (as defined in the Area B Agreement) perpetual, non-exclusive easements over, across and under the Tuhaye Ranch Access Road for the purpose of providing ingress and egress to and from State Highway 248 and Tuhaye Ranch.

3. Construction of Intersection with Taylor/Tuft Access Road. Concurrently with designing and constructing the Tuhaye Ranch Access Road, Tuhaye LLC also will design and construct, at its sole cost and expense, an intersection at grade between the Tuhaye Ranch Access Road and the existing jeep trail on the Taylor/Tuft Property as shown on Exhibit D hereto (the "Taylor/Tuft Access Road") such that the intersection designed and constructed by Tuhaye LLC adequately and safely connects the Tuhaye Ranch Access Road and the Taylor/Tuft Access Road. The Taylor/Tuft Owners hereby grant Tuhaye LLC a temporary easement to enter upon and across the Taylor/Tuft Property for the purpose of constructing the intersection with the Taylor/Tuft Access Road. Tuhaye LLC shall construct the Tuhaye Ranch Access Road and the intersection with the Taylor/Tuft Access Road in accordance with the plans and specifications identified on Exhibit E hereto (the "Specifications"), and in compliance with all applicable laws, regulations, and ordinances. Any material modification of the Specifications shall require the prior approval of the engineer designated by the Taylor/Tuft Owners, which approval shall not to be unreasonably withheld.

4. Easement Across Corner Parcel. Tuhaye LLC hereby grants the Taylor/Tuft Owners a perpetual, non-exclusive easement over, across and under the small parcel in the northwest corner of Tuhaye Ranch more particularly described on Exhibit F attached hereto (the "Corner Parcel") for the purposes of:

- a. Constructing, maintaining, repairing and using the Taylor/Tuft Access Road; and
- b. Constructing, maintaining, repairing and using utilities to service the Taylor/Tuft Property, including but not limited to water, sewer, natural gas, electricity, telephone, cable television, and internet cable.

5. Easements Appurtenant. The easement granted to Tuhaye LLC in Section 1 above shall be for the use and benefit of Tuhaye LLC and all persons and entities claiming by, through or under Tuhaye LLC, including without limitation all successors, successors-in-title, grantees, lessees, tenants, guests, invitees, licensees, agents, contractors, and employees of Tuhaye LLC. The grant of easement in Section 1 is intended to establish a permanent, non-exclusive, appurtenant easement which shall run with Tuhaye Ranch. The easement granted to the Taylor/Tuft Owners in Section 4 above shall be for the use and benefit of the Taylor/Tuft Owners and all persons and entities claiming by, through or under them, including without limitation all successors, successors-in-title, grantees, lessees, tenants, guests, invitees, licensees, agents, contractors, and employees of the Taylor/Tuft Owners. The grant of easement in Section 4 is intended to establish a permanent, non-exclusive, appurtenant easement which shall run with the Taylor/Tuft Property.

5. Indemnification. Tuhaye LLC and its successors and assigns, hereby agree to indemnify, protect, defend, and hold the Taylor/Tuft Owners, and their respective successors and assigns, harmless from all claims and liabilities relating to any injury to persons or property resulting from the use or occupancy of any portion of the Taylor/Tuft Property pursuant to this Easement Agreement by Tuhaye LLC, its successors, successors-in-title, grantees, lessees, tenants, guests, invitees, licensees, agents, contractors, and employees. The Taylor/Tuft Owners and their respective successors and assigns, hereby agree to indemnify, protect, defend, and hold Tuhaye LLC, and its successors in title and assigns, harmless from all claims and liabilities relating to any injury to persons or property resulting from the use or occupancy of the Corner Parcel pursuant to this Easement Agreement by the Taylor/Tuft Owners, or their respective successors, successors-in-title, grantees, lessees, tenants, guests, invitees, licensees, agents, contractors, and employees.

6. No Dedication. Nothing in this Easement Agreement shall be deemed to be a gift or dedication of any portion of an easement or parcel to or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto

that this Easement Agreement be strictly limited to and for and in accordance with the purposes expressed herein.

7. Counterpart Execution. This Easement Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

8. Area B Agreement and Side Agreement. This Easement Agreement is executed and delivered pursuant to the Area B Agreement and the Side Agreement, reference to which is made for the particulars thereof.

9. Incorporation of Exhibits. The Exhibits hereto are incorporated herein.

10. Successors and Assigns. This Easement Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

Dated this 21st day of December 2001.

Taylor Miller

Lisa Taylor Anani

J. Christian Tuft

Tamara Hokanson

Jody K. Tuft

TUHAYE LLC d/b/a Tuhaye Ranch
By TALIBAR UTAH, LLC, Manager
By Talisker Investments (U.S.) Inc., Manager


By: Jack Bistricher, Authorized Representative

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Dated this 8 APRIL 2002 JF day of ~~December 2001.~~

Taylor Miller

Lisa Taylor Anani



J. Christian Tuft

Tamara Hokanson

Jody K. Tuft

TUHAYE LLC d/b/a Tuhaye Ranch
By TALIBAR UTAH, LLC, Manager
By Talisker Investments (U.S.) Inc., Manager



By: Jack Bistricher, Authorized Representative

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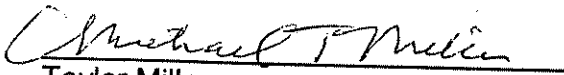
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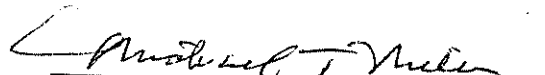
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10. Successors and Assigns. This Easement Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

Dated this 2nd ^{February 2, 2002} day of December 2001.


Taylor Miller *Attorney in Fact*


Lisa Taylor Anani
Attorney in Fact

J. Christian Tuft

Tamara Hokanson

Jody K. Tuft

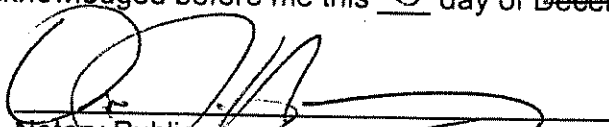
TUHAYE LLC d/b/a Tuhaye Ranch
By TALIBAR UTAH, LLC, Manager
By Talisker Investments (U.S.) Inc., Manager


By: Jack Bistricher, Authorized Representative

STATE OF *California*)
: ss.
COUNTY OF *San Diego*)

The foregoing instrument was acknowledged before me this 2nd day of Feb. ^{6.12} December, 2001, by Taylor Miller.

2002

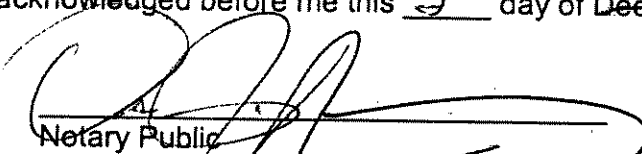

Notary Public

STATE OF ~~UTAH~~ *California*)
: ss.
COUNTY OF ~~SALT LAKE~~ *San Diego*)



The foregoing instrument was acknowledged before me this 2nd day of Feb. ^{6.12} December, 2001, by Lisa Taylor Anani.

2002


Notary Public

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



The foregoing instrument was acknowledged before me this _____ day of December, 2001, by J. Christian Tuft.

Notary Public

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

The foregoing instrument was acknowledged before me this _____ day of December, 2001, by Tamara Hokanson.

Notary Public

STATE OF)
: ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of December, 2001, by Taylor Miller.

Notary Public

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

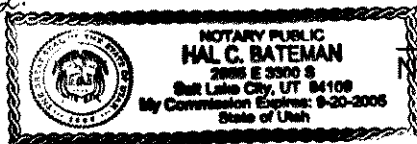
The foregoing instrument was acknowledged before me this _____ day of December, 2001, by Lisa Taylor Anani.

Notary Public

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

The foregoing instrument was acknowledged before me this 8th day of ~~December~~ ^{April}, 2001, by J. Christian Tuft.

~~2001~~
2002



Hal C. Bateman

Notary Public

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

The foregoing instrument was acknowledged before me this _____ day of December, 2001, by Tamara Hokanson.

Notary Public

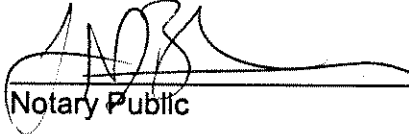
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of December, 2001, Jody K. Tuft.

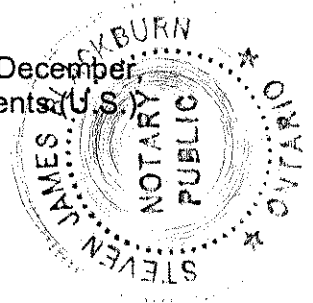
Notary Public

STATE OF UTAH)
: ss.
COUNTY OF E)

The foregoing instrument was acknowledged before me this 21st day of December, 2001, by Jack Bistricher, the Authorized Representative of Talisker Investments (U.S.) Inc.



Notary Public



Notary Public

SCHEDULE OF EXHIBITS

- Exhibit A Taylor/Tuft Property
- Exhibit B Tuhaye Ranch
- Exhibit C Tuhaye Ranch Access Road
- Exhibit D Drawing Showing Access Road and Intersection
- Exhibit E Plans and Specifications
- Exhibit F Corner Parcel

STATE OF CALIFORNIA)
 : ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of January, 2002, by Taylor Miller.

Notary Public

STATE OF CALIFORNIA)
 : ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of January, 2002, by Michael Miller, Attorney-in-Fact for Lisa Taylor Anani.

Notary Public

EXHIBIT A

Tax Serial No. STA-0155

THE FOLLOWING PATENTED MINING CLAIMS LOCATED IN THE ELK HORN MINING DISTRICT AND SITUATED IN WASATCH COUNTY, UTAH AS THE SAME ARE DESCRIBED IN THEIR RESPECTIVE PATENTS AND MINERAL SURVEYS:

STAR,	M.S. 6968
STAR NO. 1,	M.S. 6968
STAR NO. 2,	M.S. 6968
STAR NO. 3,	M.S. 6968
STAR NO. 4,	M.S. 6968
STAR NO. 5,	M.S. 6968
NELSON	M.S. 6968
NELSON FRACTION,	M.S. 6968
NELSON NO. 1,	M.S. 6968
NELSON NO. 2,	M.S. 6968
NELSON NO. 3,	M.S. 6968
NELSON NO. 4,	M.S. 6968
NELSON NO. 5,	M.S. 6968
NELSON NO. 6,	M.S. 6968
NELSON NO. 7,	M.S. 6968
NELSON NO. 8,	M.S. 6968
NELSON NO. 9,	M.S. 6968
NELSON NO. 10,	M.S. 6968
NELSON NO. 11,	M.S. 6968

NELSON NO. 12, M.S. 6968

PARK NELSON NO. 2, M.S. 6968

PARK NELSON NO. 3, M.S. 6968

PARK NELSON NO. 5, M.S. 6968

PARK NELSON NO. 6, M.S. 6968

PARK NELSON NO. 7, M.S. 6968

EXCEPTING THEREFROM ANY PORTIONS OF THE SAID CLAIMS THAT MAY LIE WITHIN THE FOLLOWING:

MINING CLAIMS OR LOTS NO. 37 AND 38; THE I.X.L. NO. 4 AND THE I.X.L. NO. 5 LODE MINING CLAIMS SURVEY NO. 5554; THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH RANGE 5 EAST SLB&M; THE EAST HALF OF THE SOUTHEAST QUARTER; THE NORTH HALF OF THE NORTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SLB&M; THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22 TOWNSHIP 2 SOUTH, RANGE 5 EAST SLB&M; THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 5 EAST SLB&M; AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SLB&M;

ALSO EXCEPTING THOSE PORTIONS OF THE NELSON NO. 10, NELSON NO. 9, NELSON NO 11, NELSON NO. 12, AS CONVEYED TO THE PARK-PREMIER MINING COMPANY IN QUIT CLAIM MINING DEED RECORDED OCTOBER 30, 1946, AS ENTRY NO. 64993, IN BOOK 10, AT PAGE 553, WASATCH COUNTY RECORDER'S OFFICE.

ALSO EXCEPTING THOSE PORTIONS CONVEYED TO THE UNITED STATES OF AMERICA IN WARRANTY DEED RECORDED FEBRUARY 1, 1988, AS ENTRY NO. 144829, IN BOOK 197, AT PAGE 386, WASATCH COUNTY RECORDER'S OFFICE.

EXHIBIT B

Parcel 1: BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°32'45" EAST 1327.91 FEET ALONG THE NORTH LINE OF SAID SECTION 27; THENCE SOUTH 0°03'06" WEST 1301.22 FEET; THENCE SOUTH 89°32'45" EAST 1328.16 FEET TO THE EAST LINE OF SAID SECTION 27; THENCE SOUTH 89°39'36" EAST 221.59 FEET; THENCE NORTH 16°09'36" EAST 89.69 FEET; THENCE SOUTH 74°33'137" EAST 87.37 FEET; THENCE SOUTH 8°05'25" EAST 211.29 FEET; THENCE SOUTH 38°58'58" EAST 180.08 FEET; THENCE NORTH 83°39'10" EAST 129.51 FEET; THENCE SOUTH 79°17'36" EAST 264.57 FEET; THENCE SOUTH 88°18'49" EAST 401.79 FEET; THENCE SOUTH 66°51'26" EAST 600.32 FEET; THENCE NORTH 74°17'52" EAST 80.32 FEET; THENCE SOUTH 62°16'24" EAST 96.72 FEET; THENCE NORTH 80°41'16" EAST 75.55 FEET; THENCE SOUTH 47°35'18" EAST 74.18 FEET; THENCE NORTH 72°01'23" EAST 143.30 FEET; THENCE SOUTH 62°36'27" EAST 137.23 FEET; THENCE NORTH 84°23'28" EAST 193.35 FEET; THENCE NORTH 0°47'58" EAST 610.51 FEET; THENCE SOUTH 89°48'15" EAST 127.98 FEET TO THE NORTH-SOUTH QUARTER SECTION LINE OF SECTION 26, TOWNSHIP 2 SOUTH RANGE 5 EAST; THENCE NORTH 0°11'46" EAST 1357.41 FEET ALONG SAID QUARTER SECTION LINE TO THE WASATCH-SUMMIT COUNTY LINE; THENCE ALONG SAID COUNTY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: NORTH 76°22'00" WEST 12.63 FEET AND NORTH 85°34'00" WEST 1065.31 FEET AND NORTH 56°47'30" WEST 1393.31 FEET AND NORTH 34°42'30" WEST 931.10 FEET AND NORTH 74°00'30" WEST 1274.16 FEET; THENCE NORTH 89°32'45" WEST 746.01 FEET TO SAID WASATCH-SUMMIT COUNTY LINE; THENCE SOUTH 62°24'00" WEST 675.35 FEET ALONG SAID COUNTY LINE TO THE NORTH-SOUTH QUARTER SECTION LINE OF SECTION 23, TOWNSHIP 2 SOUTH RANGE 5 EAST; THENCE SOUTH 00°31'18" WEST 1671.83 FEET TO THE POINT OF BEGINNING.

Parcel 2: BEGINNING AT A POINT ON THE NORTH-SOUTH QUARTER SECTION LINE, SAID POINT BEING NORTH 00°31'18" EAST 1671.83 FEET FROM THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON THE SUMMIT-WASATCH COUNTY LINE; THENCE NORTH 62°24'00" EAST 675.35 FEET ALONG SAID COUNTY LINE; THENCE NORTH 89°32'45" WEST 595.62 FEET TO SAID NORTH-SOUTH QUARTER SECTION LINE; THENCE SOUTH 0°31'18" WEST 317.62 FEET TO THE POINT OF BEGINNING.

SUBJECT TO CURRENT GENERAL TAXES, EASEMENTS, RESTRICTIONS, MINERAL RESERVATIONS AND RIGHTS OF WAY OF RECORD.

ALSO SUBJECT TO THAT CERTAIN DEED OF TRUST IN THE ORIGINAL AMOUNT OF \$628,890.21, IN FAVOR OF DOUGLAS RAY CUMMINGS, JOAN CUMMINGS, BILL MOWER, AND SHIRLEY MOWER, RECORDED OCTOBER 6, 1999 AS ENTRY No. 218466 IN BOOK 439 AT PAGE 561 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE WASATCH COUNTY RECORDER, AND RECORDED OCTOBER 6, 1999 AS ENTRY No. 550206 IN BOOK 1290 AT PAGE 407 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

Parcel 3: A PARCEL OF LAND LOCATED IN SECTIONS 21, 22, 27 AND 28, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 22; THENCE SOUTH 0°00'38" WEST ALONG THE SECTION LINE 663.17 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE NORTH

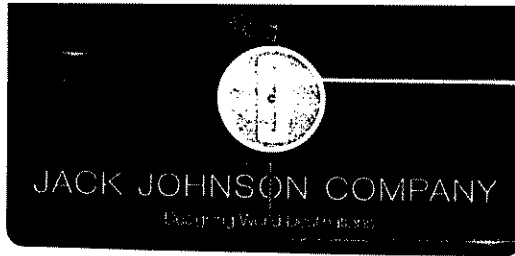
89°32'45" WEST ALONG SAID SOUTH LINE 2638.07 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE SOUTH 0°31'18" WEST ALONG SAID WEST LINE 1989.45 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 22; THENCE SOUTH 89°32'45" EAST ALONG THE SOUTH LINE OF SAID SECTION 22 A DISTANCE OF 1327.91 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 0°03'05" WEST ALONG SAID EAST LINE 2602.45 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89°32'45" WEST ALONG SAID SOUTH LINE 1328.41 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 0°03'44" WEST 261.88 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°58'35" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER 2661.64 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 27; THENCE SOUTH 89°44'31" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 1327.35 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 0°10'31" EAST ALONG SAID WEST LINE 2657.90 FEET TO THE NORTH LINE OF SAID SECTION 28; THENCE NORTH 0°14'24" WEST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 2681.61 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89°28'20" EAST ALONG SAID NORTH LINE 1331.15 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 21; THENCE NORTH 0°04'35" EAST ALONG THE EAST LINE OF SAID SECTION 21, A DISTANCE 691.32 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 189; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES; NORTH 87°00'00" EAST 3396.89 FEET AND SOUTH 85°24'20" EAST 302.65 FEET AND NORTH 87°00'00" EAST 1214.70 FEET AND NORTH 87°35'38" EAST 194.76 FEET TO A POINT ON THE ARC OF A 3819.72 FOOT RADIUS CURVE TO THE RIGHT AND NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°07'15" A DISTANCE OF 208.06 (CHORD BEARS SOUTH 89°50'46" EAST) FEET TO THE EAST LINE OF SAID SECTION 22; THENCE SOUTH 0°45'35" EAST ALONG SAID EAST LINE 740.30 FEET TO THE POINT OF BEGINNING.

SUBJECT TO CURRENT GENERAL TAXES, EASEMENTS, RESTRICTIONS, MINERAL RESERVATIONS AND RIGHTS OF WAY OF RECORD.

ALSO SUBJECT TO THAT CERTAIN DEAD OF TRUST IN THE ORIGINAL AMOUNT OF \$1,052,250.00, IN FAVOR OF VANDERFORD FUNDING, RECORDED AUGUST 3, 1998 AS ENTRY No. 205461 IN BOOK 390 AT PAGE 529 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE WASATCH COUNTY RECORDER, AND RECORDED JULY 31, 1998 AS ENTRY No. 514046 IN BOOK 1170 AT PAGE 97 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, WHICH OBLIGATION THE GRANTEE HEREIN AGREES TO PAY AND DISCHARGE ACCORDING TO ITS TERMS.

Including Wasatch County Tax Serial Numbers: OWC-0137-1, OWC-0141, OWC-0141-1, OWC-0142, OWC-0142-1, OWC-0144-3, OWC-0144-4, OWC-0144-5, OWC-0145, OWC-0145-1, OWC-0145-2, and OWC-0146

EXHIBIT C



**WASATCH COUNTY-TUHAYE RANCH
ACCESS EASEMENT PARCEL NO. 1
May 17, 2001**

Beginning at a point on the Southerly Right of Way Line of Utah Highway U-248, at approximate U.D.O.T. highway engineer station 348+42, said point being North 00°04'35" East along the Section Line 697.94 feet and South 87°12'07" West along said Southerly Right of Way Line 267.33 feet from the East Quarter corner of Section 21, Township 2 South, Range 5 East, Salt Lake Base and Meridian (Basis of Bearing being North 00°04'35" East 2669.92 feet between said East Quarter Corner and the Northeast Corner of said Section 21), said point also being a non-tangent point of curvature of a 236.00 foot radius curve to the right, the center of which bears North 81°18'59" West; and running thence Southwesterly along the arc of said curve 172.54 feet through a central angle of 41°53'18"; thence South 50°34'19" West 24.37 feet to a point of curvature of a 15.50 foot radius curve to the left, the center of which bears South 39°25'41" East; thence Southwesterly along the arc of said curve 23.67 feet through a central angle of 87°30'00"; thence South 36°55'41" East 180.40 feet to a point of curvature of a 211.00 foot radius curve to the right, the center of which bears South 53°04'19" West; thence Southeasterly along the arc of said curve 95.78 feet through a central angle of 26°00'29"; thence South 10°55'12" East 100.00 feet to a point of curvature of a 139.00 foot radius curve to the left, the center of which bears North 79°04'48" East; thence Southeasterly along the arc of said curve 186.74 feet through a central angle of 76°58'04"; thence South 87°53'17" East 29.20 feet; thence South 49°10'01" West 87.87 feet thence North 89°24'01" West 32.92 feet to a non-tangent point of curvature of a 211.00 foot radius curve to the right, the center of which bears North 20°55'17" East; thence Northwesterly along the arc of said curve 214.18 feet through a central angle of 58°09'31"; thence North 10°55'12" West 100.00 feet to a point of curvature of a 139.00 foot radius curve to the left, the center of which bears South 79°04'48" West; thence Northwesterly along the arc of said curve 63.10 feet through a central angle of 26°00'29"; thence North 36°55'41" West 175.68 feet to a point of curvature of a 15.50 foot radius curve to the left, the center of which bears South 53°04'19" West; thence Northwesterly along the arc of said curve 25.96 feet through a central angle of 95°58'22"; thence North 39°25'41" West 72.09 feet to a non-tangent point of curvature of a 211.00 foot radius curve to the right, the center of which bears South 41°42'54" East; thence Northeasterly along the arc of said curve 8.42 feet through a central angle of 02°17'13"; thence North 50°34'19" East 120.00 feet to a point of curvature of a 164.00 foot radius curve to the left, the center of which bears North 39°25'41" West; thence Northeasterly along the arc of said curve 105.12 feet through a central angle of 36°43'30" to said Southerly Right of Way Line; thence North 87°12'07" East along said Southerly Right of Way Line 74.15 feet to the point of beginning.

Containing 1.433 acres more or less.

Applies to Wasatch County Tax Serial Numbers: STA-0155 (patented mining claims), OWC-0137-1, OWC-0141, OWC-0141-1, OWC-0142, OWC-0142-1, OWC-0144-3, OWC-0144-4, OWC-0144-5, OWC-0145, OWC-0145-1, OWC-0145-2, and OWC-0146

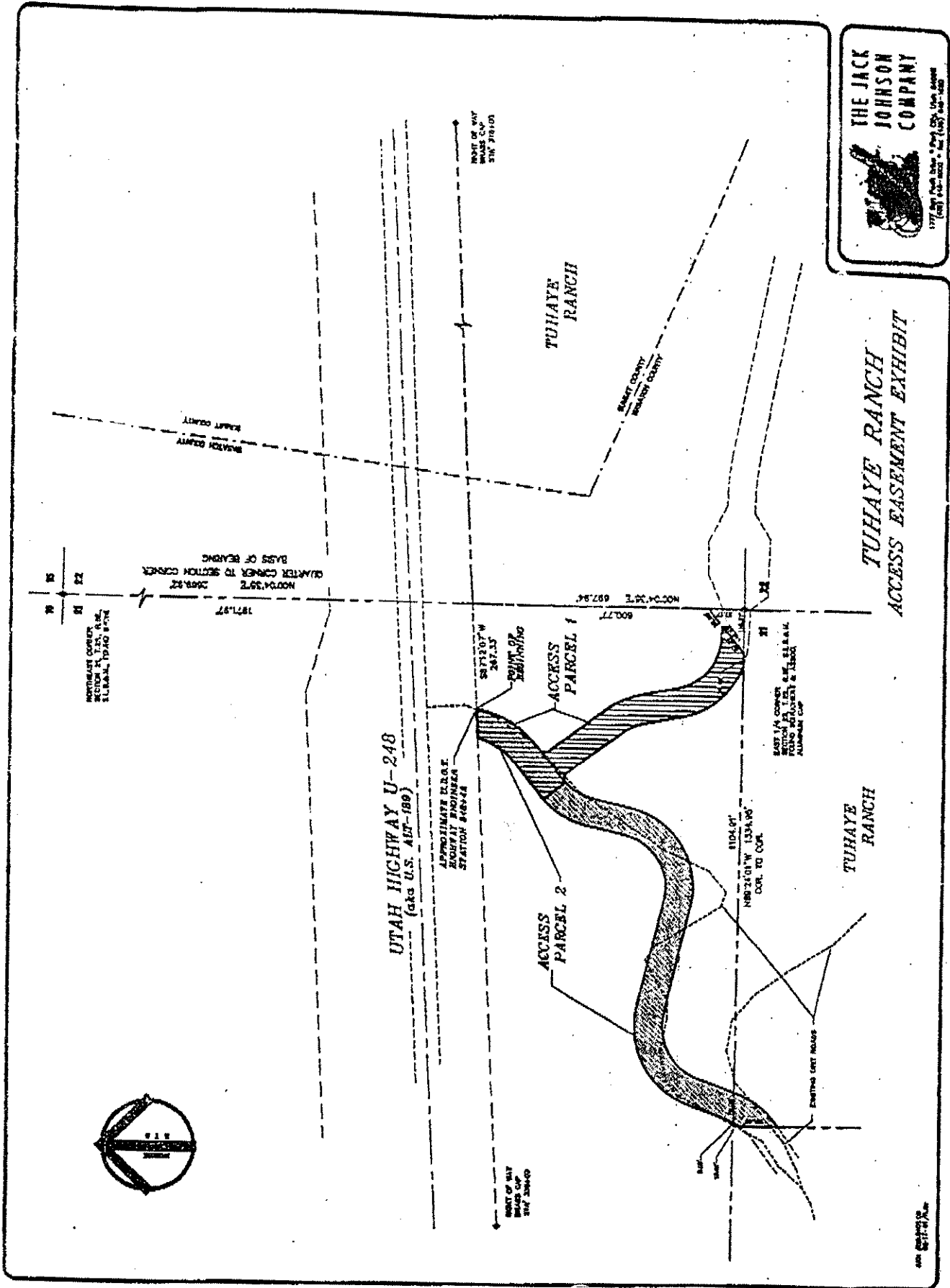
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Digital .. www.jackjohnson.com

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EXHIBIT D



THE JACK JOHNSON COMPANY

17700 N. 10th St., Suite 100, Boise, ID 83724
 (208) 333-2222 • Fax (208) 333-2200

TUHAYE RANCH ACCESS EASEMENT EXHIBIT

EXHIBIT E

EXHIBIT E

The following is a list of the plans and specifications delivered to Francis Smith, Engineer, representing the Taylor/Tuft owners:

Tuhaye Ranch Golf Course Community- Phase 1
Montrose Meadows- Plan & Profile
STA 9+99.50 – 15+00
Sheet C1

Note: Tuhaye LLC shall only be responsible for construction to Station 14 + 50 on Sheet C1

Tuhaye Ranch Golf Course Community- Phase 1
Montrose Meadows- Plan & Profile
STA 15+00 – 20+00
Sheet C2

Tuhaye Ranch Golf Course Community- Phase 1
Montrose Meadows- Plan & Profile
STA 20+00 – 25+00
Sheet C3

Tuhaye Ranch Golf Course Community- Phase 1
Tuhaye Ranch- Plan & Profile
STA 9+45 – 15+00
Sheet C4

Tuhaye Ranch Golf Course Community- Phase 1
Tuhaye Ranch- Plan & Profile
STA 15+00 – 20+00
Sheet C5

Sheet Std 1

EXHIBIT F



WASATCH COUNTY-TUHAYE RANCH
ACCESS EASEMENT PARCEL NO. 3

December 20, 2001

Beginning at a point which is North 89°24'01" West 1248.86 feet from the East Quarter corner of Section 21, Township 2 South, Range 5 East, Salt Lake Base and Meridian (Basis of Bearing being North 00°04'35" East 2669.92 feet between said East Quarter Corner and the Northeast Corner of said Section 21), said point also being a non-tangent point of curvature of a 236.00 foot radius curve to the right, the center of which bears North 70°40'13" West; thence Southwesterly along the arc of said curve 142.19 feet through a central angle of 34°31'06"; thence South 53°50'53" West 2.83 feet; thence North 00°09'55" West 115.02 feet; thence South 89°24'01" East 86.10 feet to the point of beginning.

Containing 0.14 acre more or less.

Applies to Wasatch County Tax Serial Numbers: STA-0155 (patented mining claims), OWC-0137-1, OWC-0141, OWC-0141-1, OWC-0142, OWC-0142-1, OWC-0144-3, OWC-0144-4, OWC-0144-5, OWC-0145, OWC-0145-1, OWC-0145-2, and OWC-0146

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