

AGREEMENT

This Agreement is entered into this 28th day of June, 2004 between Exchange Lands Management Company, LLC, a Utah Limited Liability Company ("ELM"), Tuhaye, LLC, a Utah Limited Liability Company ("Tuhaye"), and Tuhaye Golf, LLC, a Utah Limited Liability Company ("Tuhaye Golf"), and Ameagle PC HOLDINGS, Inc., a Delaware Corporation ("Ameagle") with Tuhaye and Tuhaye Golf sometimes hereinafter being referred to collectively as "Tuhayes."

RECITALS

- A. Other parties, ELM, and Intell Utah, LLC, a Utah Limited Liability Company ("Intell") and the Taylor/Tuft Owner have heretofore entered into an Agreement on the 2nd day March, 2001 (the "2001 Agreement") dealing with road and utility access through and between the parties' respective properties and the sharing of costs and expenses associated with roads and utilities, as reflected in and dealt with in the 2001 Agreement, a copy of which, including Exhibits "A" and "B" thereto, is attached hereto as Exhibit "A".
- B. Since execution of the 2001 Agreement, Tuhaye and Tuhaye Golf have acquired from Intell and are successors to Intell in property previously owned by Intell and through which Intell granted easements to the other parties to the 2001 Agreement. Such property was previously referred to as the "Tuhaye Ranch Property" and is labeled "Tuhaye Ranch" on Exhibit "B" and is now the Tuhaye Property described in Exhibit "C" attached hereto.
- C. Subsequent to execution of the 2001 Agreement, Ameagle purchased the property of the Taylor/Tuft Owners labeled "Tuft/Taylor" on Exhibit "B" as is now described in Exhibit "D" attached hereto ("Ameagle Property") from parties collectively referred to in the 2001

Agreement as "Taylor/Tuft Owners."

D. The language of the 2001 Agreement does not specifically identify as a part of the easements granted therein a portion of a roadway shown on a Circulation Map (Exhibit A to the 2001 Agreement), which roadway traverses property owned by ELM and by Tuhayes. In particular, the road beginning at and from State Road US 248 through the Main Gate to the point marked *N on the north-south corridor.

E. The parties acknowledge and agree that the 2001 Agreement was intended to grant and provide reciprocal easements over properties owned by ELM, the Tuhayes and other parties to the 2001 Agreement and that easements were granted over the Ameagle Property, and they further acknowledge that the 2001 Agreement contemplated that more comprehensive grants of easements, legal property descriptions, and other documents would be needed to effectuate the terms and conditions of the 2001 Agreement and to render it recordable, and the parties to that Agreement committed to work together in good faith for the purpose of negotiating, preparing, and executing such documents.

F. The parties, by this Agreement, wish to clarify, confirm, and grant the easements hereinafter referred to and provided and to provide for and implement the other terms and conditions hereof and of the 2001 Agreement.

Agreement

In consideration of the premises, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agrees as follows:

1. ELM hereby confirms existence of and conveys to Tuhayes and Ameagle, as tenants

in common, a non-exclusive ingress and egress and utilities easement in favor of the Tuhayes Property and Ameagle Property described in Exhibits "C" and "D" respectively and across property owned by ELM and described in Exhibit "E." ELM also confirms existence of and conveys to Ameagle, as tenant in common, non-exclusive ingress and egress easements in favor of the Ameagle Property described in Exhibit "D," which easements shall exist over and upon the roadways shown on Exhibit "B" over properties owned by ELM and described in Exhibit "F." Such easements shall accommodate and include all road and utility access and all proposed uses and restrictions as provided with respect to the ingress and egress easements provided and granted in the 2001 Agreement.

2. Tuhayes hereby confirm existence of and convey to ELM non-exclusive ingress and egress easements in favor of properties owned by ELM shown on Exhibit "B" and described in Exhibits "E" and "F" and across the Tuhayes Property shown on Exhibit "B" and described in Exhibit "C." The location of such easements over the Tuhayes Property shall follow the roadway from State Road US 248 just outside the Tuhaye Main Entrance Gate ("Main Gate"), shown on Exhibit "B," through and from the Main Gate along the most direct and shortest roadway route to the location designated as *N on the North/South Corridor, which Corridor is that certain roadway labeled *N on the North and running southerly through *S and continuing to the point designated ** on Exhibit "B," which Corridor is similarly described in the 2001 Agreement, and continuing, as far as the boundary of the Tuhayes Property, from access points 1, 2, 3 and 4 on the North/South Corridor to properties owned by ELM and described on Exhibit "F." Tuhayes and Ameagle also confirm existence of and convey to ELM non-exclusive ingress and egress easements in favor of properties owned by ELM shown on Exhibit "B" and described in Exhibit

“F” and across the Ameagle Property described in Exhibit “D,” which easements shall exist over and upon those roadways shown on Exhibit “B” in the Ameagle Property and which lead to and from ELM properties described in Exhibit “F.” Such easements shall accommodate and include all road and utility access and proposed uses and restrictions as provided with respect to the ingress and egress easements provided and granted in the 2001 Agreement.

3. The easements granted in paragraphs 1 and 2 above shall be for use of the designated recipient and such recipient’s property identified in such paragraphs and for the same use and benefit of each recipient’s guests and invitees and of the successors and assigns of each recipient’s ownership or other possessory interests in each recipient’s property which is the beneficiary of the applicable easement. This paragraph is not intended to and shall not limit any easements or rights of other persons who are entitled to or have obtained easement rights under the 2001 Agreement or other means.

4. Nothing in this agreement is intended to acknowledge or provide, and it shall not be interpreted to acknowledge or provide, that easements across the Ameagle Property were not acquired by ELM and Tuhayes in connection with the 2001 Agreement, and, in fact, it is agreed that such easements were acquired in the 2001 Agreement.

5. ELM acknowledges that the Tuhayes Property is a gated community and that all of ELM’s owners, guests and agents will be required to go through the standard gate procedures as equally applied to all parties.

6. It is acknowledged that the parties in developing their respective properties may from time to time need cooperation, assurances, confirmations, and assistance from each other in connection with or relating to the easements herein provided, and each party shall provide

reasonable assurances, cooperation, confirmations, and assistance as needed and requested, provided, however, that no party shall be required in doing so to incur more than incidental expenses not paid by the party requesting cooperation, assurances, confirmations, or assistance. Likewise, the parties shall cooperate with each other and allow adjustment and placement of easements and roadways as may be required or imposed by Wasatch County and in the implementation of any other requirements imposed by Wasatch County. Also, the parties shall cooperate with each other in allowing reasonable adjustment and placement of easements and roadways as may be necessitated by land topography or contours to the extent provided and not prohibited by the 2001 Agreement. However, no adjustments shall be required to improvements constructed prior to the execution of this Agreement or constructed prior to a request for adjustment or relocation unless the party requesting an adjustment pays all expenses and costs of the requested adjustment and the requested adjustment does not unreasonably interfere with the usability or utility of the affected improvement and the requested adjustment will comply with requirements and regulations of Wasatch County.

7. All parties represent and warrant that they are the owners of and have good right to transfer and convey the easements herein confirmed and transferred by them, or that they have caused any other party having such ownership or record title to execute this Agreement for purposes of conveyance of any easement or right as provided herein.

8. The purpose of this Agreement is for clarification and confirmation of matters set forth or contemplated in the 2001 Agreement and to acknowledge and accommodate transfers and acquisitions of property and interests subsequent to the 2001 Agreement, and the 2001 Agreement remains in full force and effect as confirmed and supplemented hereby.

9. No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the party sought to be charged thereby and expressly stating that it constitutes an amendment, change, or modification of this Agreement and/or the 2001 Agreement.

10. Parties executing this Agreement on behalf of an entity hereby individually represent and warrant that they are duly authorized to execute this Agreement on behalf of the entity and to cause the entity to be bound thereby.

11. This Agreement may be executed in one or more counterparts and signature pages, all of which together shall constitute one and the same instrument.

12. In the event of breach or default of any of the terms or conditions of this Agreement, the defaulting party shall pay all costs and expenses of enforcing the terms and conditions hereof, including reasonable attorneys fees, whether incurred with or without suit and both before and after judgment.

13. Title to the property over which the easements herein confirmed and conveyed by ELM is currently in the names of Robert C. Cummings, JoAnn Cummings, and Swen A. Mortenson to secure an indebtedness to them. By their signatures below, such individuals, on behalf of ELM and themselves, convey the easements transferred in paragraph 1 above. Such individuals' signatures and their being parties to this Agreement are limited to the purpose and effect of this paragraph, and they do not otherwise or for other purposes become a party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

Ameagle PC Holdings, Inc.,
A Delaware Corporation

By: [Signature]
Its: Manager

TUHAYE, LLC
A Utah Limited Liability Company

By: [Signature]
Its Manager

TUHAYE GOLF, LLC
A Utah Limited Liability Company

By: [Signature]
Its Manager

EXCHANGE LANDS MANAGEMENT
COMPANY, LLC,
A Utah Limited Liability Company

By: _____
Its Manager

Robert C. Cummings

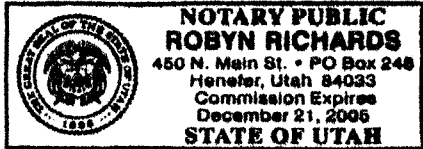
JoAnn Cummings

Swen A. Mortenson

ACKNOWLEDGMENTS

STATE OF UTAH)
 :SS
COUNTY OF Summit)

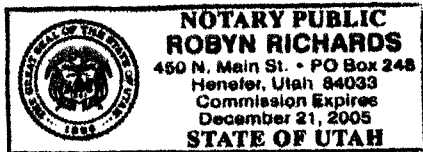
The foregoing instrument was acknowledged before me this 28th day of
June, 2004 by James Tadeson as manager of Tuhaye, LLC.



Robyn Richards
Notary Public

STATE OF UTAH)
 :SS
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 28th day of
June, 2004 by James Tadeson as manager of Tuhaye Golf, LLC.



Robyn Richards
Notary Public

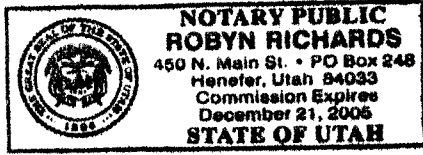
STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2004 by _____ as manager of Exchange Lands
Management Company, LLC.

Notary Public

STATE OF UTAH)
 :SS
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 28th day of
June, 2004 by Jim Tadeson as manager of Ameagle PC
Holdings, Inc.



Robyn Richards
Notary Public

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2004 by Robert C. Cummings.

Notary Public

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2004 by JoAnn Cummings.

Notary Public

Ameagle PC Holdings, Inc.,
A Delaware Corporation

TUHAYE, LLC
A Utah Limited Liability Company

By: _____
Its: _____

By: _____
Its Manager

TUHAYE GOLF, LLC
A Utah Limited Liability Company

By: _____
Its Manager

EXCHANGE LANDS MANAGEMENT
COMPANY, LLC,
A Utah Limited Liability Company

By: Robert C. Cummings
Its Manager

Robert C. Cummings
Robert C. Cummings

JoAnn Cummings
JoAnn Cummings

Swen A. Mortenson
Swen A. Mortenson

ACKNOWLEDGMENTS

STATE OF UTAH)
 :SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ as manager of Tuhaye, LLC.

Notary Public

STATE OF UTAH)
 :SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ as manager of Tuhaye Golf, LLC.

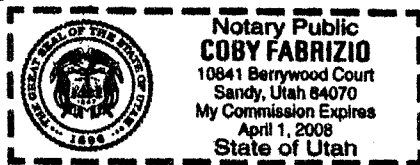
Notary Public

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 15th day of June, 2004 by Robert C. Cummings as manager of Exchange Lands Management Company, LLC.

Coby Fabrizio

Notary Public



STATE OF UTAH)
 :SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ as _____ of Ameagle PC Holdings, Inc.

Notary Public

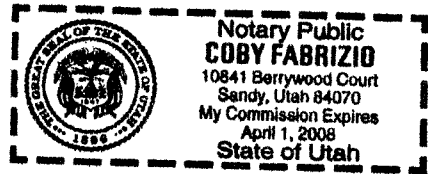
STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 18th day of June, 2004 by Robert C. Cummings.

Coby Fabrizio

Notary Public

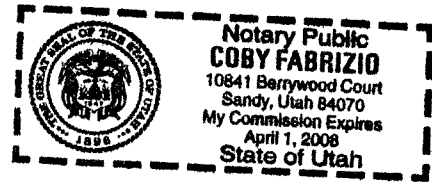
STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)



The foregoing instrument was acknowledged before me this 18th day of June, 2004 by JoAnn Cummings.

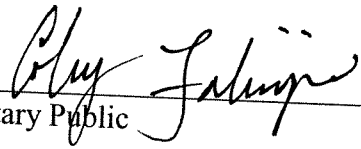
Coby Fabrizio

Notary Public



STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 18 day of June, 2004 by Swen A. Mortenson.



Notary Public

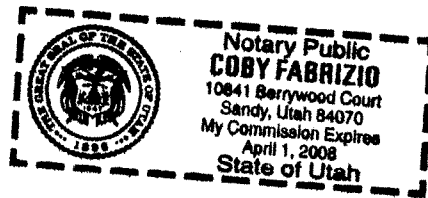


EXHIBIT A

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of this 2nd day of March, 2001, by and among INTELL UTAH, LLC, a Utah limited liability company ("Intell"), UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT ("BLM"), EXCHANGE LANDS MANAGEMENT COMPANY, LLC, a Utah limited liability company ("ELM"), DEBRA TAYLOR MILLER, an individual, LISA TAYLOR-ANANI, an individual, CHRISTIAN TUFT, an individual, TAMARA HOKANSON, an individual, JODY K. TUFT, an individual, ROBERT and KATHY DUNLAP, individuals, and PARK PREMIER MINING COMPANY, a Utah corporation (hereinafter collectively referred to as "Area B Landowners").

RECITALS

1. Intell owns parcels of real property located within the Jordanelle Basin Overlay Zone, Wasatch County, Utah, on which Intell has developed and submitted to Wasatch County for preliminary approval the planned golf course community collectively known as "Tuhaye Ranch." Tuhaye Ranch is identified on Exhibit A attached hereto.
2. BLM is the owner of the parcels of real property marked "ELM" on Exhibit A. BLM is processing an exchange application filed by ELM, which, if approved and completed, will result in the conveyance of such parcels to ELM.
3. Debra Taylor Miller (as to a one-third interest), Lisa Taylor-Anani (as to a one-third interest), Christian Tuft (as to a one-ninth interest), Tamara Hokanson (as to a one-ninth interest), and Jody K. Tuft (as to a one-ninth interest) (collectively, the "Taylor/Tuft Owners") are the owners of the parcels of real property marked "Taylor" on Exhibit A.
4. Robert Dunlap and Kathy Dunlap ("Dunlap") are the owners of the parcels of real property marked "Dunlap" on Exhibit A.
5. Park Premier Mining Company ("Park Premier") is the owner of the parcels of real property marked "Park Premier" on Exhibit A.
6. Intell, BLM/ELM, the Taylor/Tuft Owners, Dunlap, and Park Premier are sometimes collectively referred to as the "Area B Landowners" and each is sometimes referred to herein as an "Area B Landowner." All Area B Landowners with the exception of Intell are sometimes referred to herein as the "other Area B Landowners." All Area B Landowners own separate parcels of real property located within Area B of the Jordanelle Basin Overlay Zone, Wasatch County, Utah.
7. Intell and the other Area B Landowners desire to memorialize the terms of their negotiations regarding the following specific issues as those issues affect their respective parcels of real property: road and utility access through a portion of Tuhaye

Ranch known as the "North/South Corridor," (shown on Exhibit A as the area labeled *N to the north through *S to the south, and continuing to the south through access point 4 from *S through **), to the properties of the other Area B Landowners; the sharing of costs and expenses associated with construction, maintenance, and operation of roads and utilities through this portion of Tuhaye Ranch and access to, from, between and as articulated herein, over the parcels owned by all Area B Landowners.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, the parties to this Agreement agree as follows:

1. ROAD AND UTILITY ACCESS. The parties to this Agreement hereby agree to grant to each other reciprocal, permanent, non-exclusive ingress and egress easements that will also accommodate construction, maintenance, and replacement of Wasatch County approved access, water systems, sewer systems, storm drain and water quality, utilities, county and private residential subdivision services, county and private emergency services, construction, and grading and roadway requirements to and from the parcels owned by the Area B Landowners for the purpose of development of said parcels consistent with the master plan(s) known as Jordanelle Basin Area B and Area B North Master Plans, and the requirements set forth by Wasatch County from time to time. Between and among the parties to this Agreement and as to the specific issues addressed in this Agreement, this Agreement shall supersede any inconsistent statements set forth in the Jordanelle Basin Area B and Area B North Master Plans. In furtherance of these goals, the parties agree that four (4) primary road access points and roadways shall be granted originating in Tuhaye Ranch, and extending from the North/South Corridor to the parcels owned by the other Area B Landowners. A mutually agreed upon map showing the North/South Corridor and the road access points and connections is attached hereto as Exhibit A.

As stated herein, the parties to this Agreement have agreed to grant necessary easements to provide access to, from and between the parcels owned by the Area B Landowners as conceptually shown on Exhibit A. The map attached hereto as Exhibit A is generally illustrative as to the parties intent in this regard but shall not be binding as to specific location of roads on the properties of any parties hereto, except as to the North/South Corridor and the four primary access points, which are the subject of this Agreement. However, it is understood that a dispute exists between Park Premier and BLM/ELM regarding access point 3 and the road that connects to that access point next to the BLM/ELM and Intell property line. For that reason, the location of access point 3 on Exhibit A may be slightly adjusted (approximately 25 to 30 feet) when that dispute is resolved. The location of all roads is subject to the approval of Wasatch County. Access point 4 is more particularly described and depicted on Exhibit B attached hereto. The four access points on the roadways shall be full right-of-way corridor connections with the widths and specifications to be determined by Area B Landowners and Wasatch County (but shall be no wider than required by Wasatch County ordinance, rules and regulations to serve the developments of the Area B Landowners), and shall not be gated or otherwise restricted as to free access.

(a) The parties further agree that the Area B Landowners shall provide reasonable access to adequate utility connections and stubs to each others parcels to provide for the development of their respective parcels, which shall include all utilities used by Tuhaye Ranch including but not be limited to, natural gas, electric power, water, telephone, cable, and storm and sanitary sewer. Reasonable access to adequate utility connections shall be reciprocal between and among the parties to this Agreement. Intell agrees to provide utility lines sized in accordance with applicable ordinances, regulations and codes that will allow the development of the other Area B properties in accordance with the ERUs set forth at paragraph 3 hereof. In the event this approach requires an upsizing of the Intell system that would not otherwise be required, those benefitting from upsizing shall pay their proportionate share of these costs in the manner set forth in Paragraph 1(b) hereof. It shall be the obligation of the Area B Landowners to request such upsizing and communicate their upsizing needs directly to the utility companies. However, Intell shall reasonably accommodate such requests and cooperate in the planning and design for such upsizing. All easements granted for ingress, egress, construction, maintenance, and operation of the road access points, shared roads and access to adequate utility connections and stubs shall be perpetual, reciprocal and for the mutual benefit of the parties to this Agreement, their successors, assigns, guests and invitees. Additionally, all easements for grading and roadway purposes shall include necessary easements for slopes and drainage construction and shall also be reciprocal between and among the parties to this Agreement.

(b) The parties acknowledge and agree that the road access points shown on Exhibit A and access to roadways and any utility connections and stubs for connection, maintenance and other related purposes may be subject to reasonable adjustments necessary to accommodate road engineering requirements for the construction of the roads within Tuhaye Ranch and the proposed connecting roads to other Area B Landowners' parcels as required by Wasatch County. It is expected that the current design standard for the North/South Corridor road accessing the other Area B Landowners' lands is adequate to accommodate the traffic volumes to and from those parcels, given the maximum ERUs planned for each individual parcel and/or other Area B Landowner as set forth in Paragraph 3 below. In the event that Wasatch County, during the engineering design review process for Phase I of Tuhaye Ranch, determines that this road needs to be upsized due to anticipated extra traffic volumes from the parcels owned or controlled by other Area B Landowners, then all incremental costs of any upsizing required by Wasatch County shall be shared proportionately by the other Area B Landowners (with the exception of BLM) according to the following formula: the numerator shall be the number of ERUs finally approved by Wasatch County for a given Area B Landowner divided by the denominator, which shall be the number of ERUs finally approved by Wasatch County for all other Area B Landowners.

BLM shall not be responsible for any costs of upsizing required by Wasatch County and the ERUs assigned to BLM, if any, shall not be used in the formula set forth above. However, provided that BLM conveys ownership of some or all of the designated parcel(s) to ELM, or some other private entity and/or individual, the proportionate share of costs for any upsizing required by Wasatch County shall become an obligation of ELM, and/or any new legal owner of the BLM parcel(s) according to the formula set

forth above in this subsection (b). That obligation shall not become due and owing until the BLM approval becomes final and the ownership of the property has been transferred.

Subject to the foregoing limitation regarding BLM and ELM, these incremental costs shall become due and payable upon notice by Wasatch County that it requires upsizing, and in any event, within five (5) years from the time Intell receives final approval for Phase I of Tuhaye Ranch from Wasatch County. In addition to the incremental costs associated with the upsizing, interest shall accrue on each parties' share of the costs at the rate set forth in Intell's development loan until such payment for the upsizing is made by each other Area B Landowner obligated herein. If said payments are not received within 5 years from the date Intell received final approval for Phase I of Tuhaye Ranch, then Intell shall immediately file a lien on the respective parcel(s) owned by the then delinquent Area B Landowner, reserving the right to enforce the lien as provided by law. All parties agree to cooperate fully in convincing Wasatch County of the merits of the current design for the North/South Corridor road. The parties to this Agreement acknowledge and agree that the North/South Corridor road through Tuhaye Ranch shall only be required to be constructed once, in accordance with the approved plans of Wasatch County and as agreed by the parties hereto, and that no access for future upsizing shall be granted.

2. COST SHARING AGREEMENTS FOR ROADS AND UTILITIES. The parties agree to share the costs and expenses associated with the roads and utilities, their design, construction, and maintenance by timely entering into cost sharing agreements. These cost sharing agreements shall be set forth in writing, signed by the appropriate parties and recorded with the Office of the Wasatch County Recorder separately or as part of the respective parties' Declaration of Condominium and/or Homeowner's Association documents. The terms set forth in these cost sharing agreements shall further be binding on any and all future owners, successor homeowners' associations and their members, all successors, and all assigns. The terms in each cost sharing agreement shall include the following:

(a) Intell shall pay for all costs and expenses associated with the design, construction, maintenance, and operation (including snowplowing) of the shared roads and utilities (excepting culinary water and sewer, which are the responsibility of JSSD), including the North/South Corridor, and access to adequate utility connections and stubs. The costs and expenses associated with the design, constructions, maintenance, and operation of roadways on and within the parcels owned by the other Area B Landowners, which extend from the main trunk of the North/South Corridor and from the access points and stubs provided by Intell, and the road which extends beyond the point marked ** on Exhibit A, shall not be the responsibility of Intell. Said costs and expenses for these roads constructed on and within the parcels owned by the other Area B Landowners, and the road which extends beyond the point marked ** on Exhibit A, shall be paid by the other Area B Landowners using and benefitting from said roads in pro-rata shares, based upon the formula set forth above in Section 1(b).

(b) Each other Area B Landowner shall reimburse Intell only for its proportionate share of costs and expenses associated with the design, construction,

maintenance and operation (including snowplowing) of the roads, road access points and access to adequate utility connections and stubs from which it directly benefits. The proportionate share of costs and expenses for each Area B Landowner shall be calculated according to the following formula, which will create a percentage contribution, and is based on the number of Equivalent Residential Units ("ERUs") finally approved by Wasatch County for each other Area B Landowner and the total number of ERUs finally approved by Wasatch County for Intell and those Area B Landowners benefitting from a particular road access point and access to utility connections.

For an example for Access Point 1, the percentage is derived as follows:

$$\frac{\text{ERUs finally approved by Wasatch County} \\ \text{for a given Area B Landowner benefitting from Road Access Point 1}}{\text{ERUs finally approved by Wasatch County for Intell} + \\ \text{ERUs finally approved by Wasatch County for all other Area B Landowners benefitting} \\ \text{from Road Access Point 1}}$$

(c) All costs and expenses to be paid by the other Area B Landowners to Intell, pursuant to this Agreement, for the design, construction, maintenance, and operation of shared roads and utilities, shall become due and payable to Intell from each other Area B Landowner on the date such other Area B Landowner receives its final approval for the first phase of its respective development from Wasatch County. Each other Area B Landowner shall reimburse Intell, its successors and assigns, its proportionate share of the amount Intell has paid for the items set forth in subsection (a) above. Intell shall keep an adequate and separate record of any such costs and expenses to be reimbursed by the other Area B Landowners. Intell's record of these costs and expenses shall be made reasonably available to the other Area B Landowners upon request. If a party to this Agreement disputes the costs to be reimbursed according to Intell's accounting and record of the same, then the parties shall enter into good faith negotiations to resolve the dispute. If the dispute cannot be resolved through negotiation, then the parties agree to mediate the dispute according to the procedures set forth in Section 8. From the date Intell receives final plat approval on Phase I and begins to incur costs for the improvements contemplated by this Agreement, and for each such payment made thereafter, the Engineering News Record Construction Index (the "ENR") shall be used to increase each other Area B Landowner's proportionate amount due as set forth herein. The ENR is defined as the index published as the standard in the construction industry to determine the national and regional averages of incremental costs associated with construction. For the purposes of this Agreement, the part of the index that most accurately describes the regional and local location of the parties hereto shall be used. In the event the ENR is not published at the time reimbursement from the other Area B Landowners is due, the Consumer Price Index (the "CPI") shall be used as a substitute index to increase or modify each other Area B Landowner's proportionate amount due. However, in no event shall Intell be reimbursed less than they have actually expended.

3. ERUs. It is contemplated that the number of ERUs assigned to the Area B Landowners shall be as follows:

- (a) Park Premier will be assigned ERUs not to exceed 50, for the parcel(s) owned by Park Premier, which affect the Tuhaye Ranch road;
- (b) BLM/ELM will be assigned ERUs not to exceed 175;
- (c) Taylor/Tuft will be assigned ERUs not to exceed _____;
- (d) Intell will be assigned ERUs not to exceed 900; and
- (e) Dunlap will be assigned ERUs not to exceed 15.

4. MAIN ENTRANCE GATE. The parties agree that the main entrance, main gate and gatehouse building (designated as the "Main Entrance Gate" on Exhibit A) shall be constructed by Intell to provide twenty-four (24) hour access to Tuhaye Ranch and the parcels owned by the other Area B Landowners by owners, members of the respective homeowners' associations, guests, invitees, tenants, family members, service and deliveries, emergency vehicles and personnel, and construction and maintenance vehicles and personnel, and all employees, staff and such personnel. Access through the Main Entrance Gate shall not be made available to the general public except as otherwise provided in Section 6 below. The entire costs of design, construction, maintenance, staffing and operation of the Main Entrance Gate shall be paid by Intell. The costs associated with continued maintenance, operation and staffing of the Main Entrance Gate shall be paid in proportionate shares by the homeowner associations formed for the developed parcels owned by Intell and the other Area B Landowners, according to the formula set forth above in Section 2(b). It shall be the sole obligation of Intell to staff, maintain and operate the Main Entrance Gate with courteous and diligent employees to appropriately direct the flow of traffic to Tuhaye Ranch and the parcels owned by the other Area B Landowners. Intell shall have available and distribute any maps showing access to and location of the parcels and developments owned by the other Area B Landowners at the Main Entrance Gate; provided, however that any such maps shall be prepared, supplied and provided to Intell by the other Area B Landowners.

5. CONSTRUCTION ACCESS. To the extent practicable, the other Area B Landowners shall seek to cause any construction traffic serving its property to use roads located outside of Tuhaye Ranch. To the extent construction traffic requires access to the other Area B Landowner's property through and within Tuhaye Ranch, such access shall be restricted to weekdays for the period between 8:00 a.m. and 6:00 p.m. and shall not be permitted on holidays. If need requires the other Area B Landowners to use the roads located within Tuhaye Ranch for construction access beyond the hours set forth in this Paragraph 5, on weekends and holidays, the other Area B Landowner shall be required to obtain prior approval for said access from Intell. Said approval shall not be unreasonably withheld. "Construction traffic" as used herein is intended to include backhoes and other similar heavy equipment, dump trucks, and other trucks larger than a pickup truck. It is not intended to restrict traffic consisting of passenger vehicles or pickup trucks.

6. BLM/ELM OWNERSHIP ISSUE: At the time of the execution of this Agreement, BLM owns the parcels designated on Exhibit A as "ELM." It is contemplated that BLM will convey ownership of some or all of the designated parcels to ELM or some other private entity and/or individual owner. However, until such transfer(s) is made or if no such transfer(s) is made, BLM shall not be responsible in any way for the proportionate share of costs and expenses set forth in this Agreement concerning road access points, shared roads or access to utility connections and stubs. In the event that ELM, its successors, assigns and/or another private entity and/or individual owner becomes the legal owner of any adjacent parcel conveyed by BLM, then the new legal owner shall be solely and absolutely responsible for the costs and expenses set forth herein as to said parcel(s). Said costs and expenses shall begin to accrue at the time of any final plat approval for development of such parcel formerly owned by BLM.

With regard to access through the Main Entrance Gate, in the event BLM does not convey ownership of a parcel(s) to ELM, its successors, assigns and/or another entity and/or individual owner, then access to the BLM parcel(s) through the Main Entrance Gate shall be permitted to the general public, including without limitation, officials, employees, and agents of the federal government who specifically request to proceed directly to the BLM land.

7. COOPERATION IN APPROVAL PROCESS. Based upon their mutual acknowledgment and acceptance of this Agreement, Intell and the other Area B Landowners consent to the terms and conditions set forth herein as the terms and conditions applying to the road and utility access aspects of Tuhaye Ranch's Development Plan. Furthermore, in consideration of the benefits granted to the other Area B Landowners herein applying to the road and utility access aspects, the other Area B Landowners agree not to oppose the submittal of the Development Plan by Tuhaye Ranch to the Wasatch County Planning Commission or Wasatch County Commission on these specific issues. Additionally, in reliance on the full and complete performance of the terms and conditions of this Agreement, when fully executed, the other Area B Landowners also agree not to oppose the County Road vacation that has been proposed by Tuhaye Ranch and submitted to the Wasatch County Commission for public hearing and approval. The parties hereto agree to reasonably cooperate with each other in the planning, approval and development of their respective parcels. It is agreed that this document is not intended to resolve or otherwise affect any right the parties may or may not possess arising under the Eastside Group, LLC, its Articles of Organization, Operating Agreement, Management Agreement, and other related documents. It is also not intended to resolve issues currently being discussed by some or all of the parties including but not limited to golf availability and trail dedications.

8. MEDIATION AND JUDICIAL REVIEW. Any disputes arising from this Agreement and the enforcement of the terms contained herein shall be subject to good faith negotiation/settlement and, in the alternative, mandatory mediation. All involved parties shall make a good faith attempt to settle the dispute within ten (10) calendar days of written notice of the dispute. If no settlement is reached, the parties agree to submit the dispute to mediation. The parties shall select a third-party neutral mediator to resolve

the dispute. If the parties cannot agree upon a third-party neutral mediator, each party shall select its own mediator, and those mediators selected shall determine the a third neutral mediator. Said mediation session shall take place within thirty (30) calendar days of the original notice of the dispute.

If the dispute is not settled after the mandatory procedures above, then any party shall be free to pursue its remedies at law or in equity, including the institution of civil litigation.

Each of the parties hereto irrevocably consents that legal action or proceeding against it or any of its property with respect to this Agreement or any other agreement executed in connection herewith, shall be brought only in a court of competent jurisdiction in Wasatch County, Utah, or in Federal Court for the District of Utah, and by the execution and delivery of this Agreement, each party hereto hereby accepts with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid court. Each party hereto further irrevocably consents to the service of process out of any of the aforementioned court in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party at its address designated in this Agreement, such service to become effective upon receipt thereof by such party. Nothing herein shall affect the right of any party to serve process in any other manner permitted by law.

9. FURTHER AGREEMENTS. Intell and the other Area B Landowners acknowledge that more comprehensive grants of easements and other documents will be needed to effectuate the terms and conditions set forth in this Agreement. The parties commit to work together diligently and in good faith for the purpose of negotiating, preparing and executing such documents within a reasonable time, agreed to by the parties and prior to each of the other Area B Landowners' final plat approval. Each party shall bear its own costs of review of such documents. Common costs for preparation of maps, descriptions, and other such tasks shall be split in accordance with the formula set forth in Section 2(b) hereof.

10. AMENDMENT, CHANGE OR MODIFICATION. No amendment, change, or modification of this Agreement shall be valid unless in writing signed by all parties hereto and expressly stating that it constitutes an amendment, change or modification of this Agreement.

11. NO PARTNERSHIP. The Area B Landowners do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

12. FURTHER ACTION. The Area B Landowners shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

13. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

14. MISCELLANEOUS PROVISIONS. In this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders. The subject headings of the sections and subsections of this Agreement are included only for the purposes of convenience, and shall not affect construction or interpretation of any of its provisions. This Agreement may be recorded in the real property records of the Recorder of Wasatch County, Utah.

15. SUCCESSORS, HEIRS AND ASSIGNS. The terms set forth in this Agreement shall be forever binding on all parties, their successors, heirs, and assigns.

16. NO PUBLIC DEDICATION. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of an easement or a parcel to or for the general public or for any public purposes whatsoever, it being the intention of the Area B Landowners that this Agreement and road and utility access issues set forth herein, be strictly limited to and for and in accordance with the purposes expressed herein.

17. SEVERABILITY. In the event that any condition, covenant or other provision herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

18. NOTICES. Except as provided in Section 8, all notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (a) established express delivery service which maintains delivery records, (b) hand delivery, or (c) certified or registered mail, postage prepaid, return receipt requested, to the Area B Landowners at the addresses listed below, or at such other address as the Area B Landowners may designate by written notice in the above manner.

To ELM Company, LLC: c/o Robert Cummings
225 South 200 East, Suite 150
Salt Lake City, Utah 84111

To BLM: c/o Glenn A. Carpenter
Salt Lake Field Office Manager
2370 South 2300 West
Salt Lake City, Utah 84119

To Debra Taylor Miller: c/o Michael Miller
6665 Neptune Place
La Jolla, California 92037

To Lisa Taylor-Anani: c/o Michael Miller
6665 Neptune Place
La Jolla, California 92037

To Christian Tuft: 2249 East 2700 South
Salt Lake City, Utah 84109

To Tamara Hokanson: 199 West 2025 South Circle #46
St. George, Utah 84770

To Jody K. Tuft: P.O. Box 1085
Riverton, Utah 84065

To Robert & Kathy Dunlap: 32391 Horseshoe Drive
Evergreen, Colorado 80439

To Park Premier Mining Co.: c/o Robert Dunlap, President
32391 Horseshoe Drive
Evergreen, Colorado 80439

cc: Francis Smith, Francis Smith Engineering
136 South Main
P.O. Box 460
Heber City, Utah 84032

To Intell Utah, LLC c/o Tesch, Vance & Miller, LLC
314 Main Street, Suite 201
P.O. Box 3390
Park City, Utah 84060-3390

19. SIGNING AUTHORITY. Any individual executing this Agreement on behalf of an entity hereby individually represents and warrants that they are duly authorized to execute this Agreement on behalf of the entity and to cause the entity to be bound thereby.

20. SEPARATE AGREEMENT WITH TAYLOR/TUFT OWNERS. Intell and the Taylor/Tuft Owners have entered into a separate agreement dated March 2, 2001. This Agreement is executed in furtherance of the understanding set forth in such letter agreement and is not intended to supersede, amend, or replace such letter agreement, except that the understanding set forth in paragraph _ of this Agreement shall supersede and replace paragraph _ of the letter agreement.


21. EXECUTION IN COUNTERPARTS AND VIA FACSIMILE. Facsimile (fax) transmission of a signed copy of this Agreement shall be the same as delivery of an original until original signatures are obtained. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same

instrument. The original signature pages shall follow via regular, U.S. Mail, and the original documents with the attached original signature pages shall be used for recording purposes.

22. ATTORNEY'S FEES. Except as otherwise provided herein, any party to this Agreement may enforce this Agreement by legal action and if that party prevails, it shall recover costs and reasonable attorney's fees.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date and year first written above.

INTELL UTAH, LLC
By: TALIBAR UTAH, L.L.C., a Utah
Limited liability company, and Manager
of INTELL UTAH, LLC

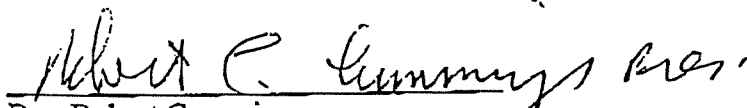


By: LeeRoy Farrell
Its: Manager/Member

UNITED STATES OF AMERICA,
BUREAU OF LAND
MANAGEMENT

By: Glenn A. Carpenter
Its: Salt Lake Field Office Manager

EXCHANGE LANDS MANAGEMENT
COMPANY, LLC, a Utah limited
liability company



By: Robert Cummings
Its: President

MICHAEL MILLER, attorney-in-fact for
Debra Taylor Miller

E 272907 B 0702 P 0193

instrument. The original signature pages shall follow via regular, U.S. Mail, and the original documents with the attached original signature pages shall be used for recording purposes.

22. ATTORNEY'S FEES. Except as otherwise provided herein, any party to this Agreement may enforce this Agreement by legal action and if that party prevails, it shall recover costs and reasonable attorney's fees.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date and year first written above.

INTELL UTAH, LLC
By: TALIBAR UTAH, L.L.C., a Utah
Limited liability company, and Manager
of INTELL UTAH, LLC

By: LeeRoy Farrell
Its: Manager/Member

UNITED STATES OF AMERICA,
BUREAU OF LAND
MANAGEMENT



By: Glenn A. Carpenter
Its: Salt Lake Field Office Manager

EXCHANGE LANDS MANAGEMENT
COMPANY, LLC, a Utah limited
liability company

By: Robert Cummings
Its: _____

MICHAEL MILLER, attorney-in-fact for
Debra Taylor Miller

AGREEMENT

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instrument. The original signature pages shall follow via regular, U.S. Mail, and the original documents with the attached original signature pages shall be used for recording purposes.

22. ATTORNEY'S FEES. Except as otherwise provided herein, any party to this Agreement may enforce this Agreement by legal action and if that party prevails, it shall recover costs and reasonable attorney's fees.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date and year first written above.

INTELL UTAH, LLC
By: TALIBAR UTAH, L.L.C., a Utah
limited liability company, and Manager
of INTELL UTAH, LLC

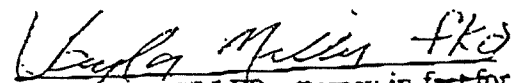
By: LeeRoy Farrell
Its: Manager/Member

UNITED STATES OF AMERICA,
BUREAU OF LAND
MANAGEMENT

By: Glenn A. Carpenter
Its: Salt Lake Field Office Manager

EXCHANGE LANDS MANAGEMENT
COMPANY, LLC, a Utah limited
liability company

By: Robert Cummings
Its:


~~MICHAEL MILLER, attorney in fact for
Debra Taylor Miller~~



E 272907 B 0702 P 0195

Michael Miller
TAYLOR MILLER
~~MICHAEL MILLER~~, attorney-in-fact for
Lisa Taylor-Anani

CHRISTIAN TUFT

TAMARA HOKANSON

JODY K. TUFT

ROBERT DUNLAP

KATHY DUNLAP

PARK PREMIER MINING COMPANY,
a Utah Corporation

By: Robert Dunlap
Its: President

AGREEMENT

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MICHAEL MILLER, attorney-in-fact for
Lisa Taylor-Anani

Christian Tuft
CHRISTIAN TUFT

TAMARA HOKANSON

JODY K. TUFT

ROBERT DUNLAP

KATHY DUNLAP

PARK PREMIER MINING COMPANY,
a Utah Corporation

By: Robert Dunlap
Its: President

AGREEMENT

T-213 P.006/017 F-374

+4356492561

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MAY-15-03 02:50PM FROM-TECHGRAHAM PC

MICHAEL MILLER, attorney-in-fact for
Lisa Taylor-Anani

CHRISTIAN TUFT

Tamara Hokanson

TAMARA HOKANSON

JODY K. TUFT

ROBERT DUNLAP

KATHY DUNLAP

PARK PREMIER MINING COMPANY,
a Utah Corporation

By: Robert Dunlap
Its: President

AGREEMENT

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T-213 P.007/017 F-374

+4356492561

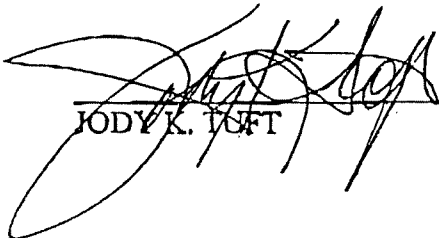
MAY-15-03 02:50PM FROM-TECHGRAHAM PC

MICHAEL MILLER, attorney-in-fact for
Lisa Taylor-Anani



CHRISTIAN TUFT

TAMARA HOKANSON



JODY K. TUFT

ROBERT DUNLAP

KATHY DUNLAP

PARK PREMIER MINING COMPANY,
a Utah Corporation

By: Robert Dunlap
Its: President

E 272907 B 0702 P 0199

MICHAEL MILLER, attorney-in-fact for
Lisa Taylor-Anani

CHRISTIAN TUFT

TAMARA HOKANSON

JODY K. TUFT

Robert Dunlap
ROBERT DUNLAP

Kathy Dunlap
KATHY DUNLAP

PARK PREMIER MINING COMPANY,
a Utah Corporation

Robert Dunlap
By: Robert Dunlap
Its: President

AGREEMENT

PAGE 12 OF 16

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ACKNOWLEDGEMENTS

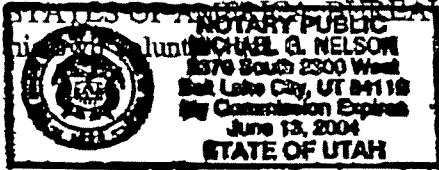
State of Utah)
:ss.
County of Wasatch)

On this the ___ day of _____, 2001, personally appeared before me, LEEROY FARRELL, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to sign the foregoing instrument on behalf of TALIBAR UTAH, L.L.C., the Manager of INTELL UTAH, LLC, and that he did so of his own voluntary act.

NOTARY PUBLIC

State of Utah)
:ss.
County of Salt Lake

On this the 2nd day of March, 2001, personally appeared before me, GLENN A. CARPENTER, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to sign the foregoing instrument on behalf of the UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT, and that he did so of



Michael G Nelson
NOTARY PUBLIC

State of Utah)
:ss.
County of _____)

On this the ___ day of _____, 2001, personally appeared before me, ROBERT CUMMINGS, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to sign the foregoing instrument on behalf of EXCHANGE LANDS MANAGEMENT COMPANY, LLC, and that he did so of his own voluntary act.

NOTARY PUBLIC

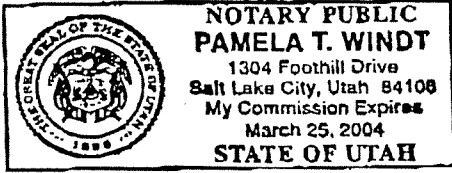
AGREEMENT

PAGE 13 OF 16

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State of Utah)
:SS.
County of Salt Lake)

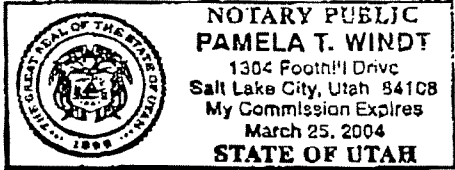
fka Debra Taylor Miller
TAYLOR MILLER On this the 7th day of March, 2001, personally appeared before me, MICHAEL MILLER, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to sign the foregoing instrument as attorney-in-fact for DEBRA TAYLOR MILLER, and that he did so of his own voluntary act.



Pamela Windt
NOTARY PUBLIC

State of Utah)
:SS.
County of Salt Lake)

TAYLOR MILLER On this the 7th day of March, 2001, personally appeared before me, MICHAEL MILLER, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to sign the foregoing instrument as attorney-in-fact for LISA TAYLOR-ANANI, and that he did so of his own voluntary act.



Pamela Windt
NOTARY PUBLIC

State of Utah)
:SS.
County of _____)

On this the _____ day of _____, 2001, personally appeared before me, CHRISTIAN TUFT, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to sign the foregoing instrument, and that he did so of his own voluntary act.

NOTARY PUBLIC

State of _____)
:SS.
County of _____)

On this the _____ day of _____, 2001, personally appeared before me, MICHAEL MILLER, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to sign the foregoing instrument as attorney-in-fact for DEBRA TAYLOR MILLER, and that he did so of his own voluntary act.

NOTARY PUBLIC

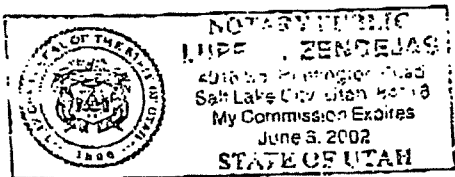
State of _____)
:SS.
County of _____)

On this the _____ day of _____, 2001, personally appeared before me, MICHAEL MILLER, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to sign the foregoing instrument as attorney-in-fact for LISA TAYLOR-ANANI, and that he did so of his own voluntary act.

NOTARY PUBLIC

State of Utah)
:SS.
County of Salt Lake)

On this the 15 day of March, 2001, personally appeared before me, CHRISTIAN TUFT, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to sign the foregoing instrument, and that he did so of his own voluntary act.



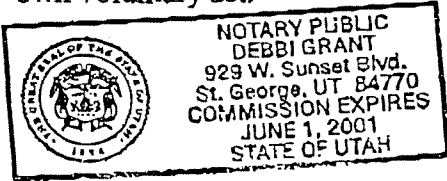
Lupe B. Zendejas
NOTARY PUBLIC

AGREEMENT

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State of Utah
County of Washington :ss.

On this the 22 day of March, 2001, personally appeared before me, TAMARA HOKANSON, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that she was duly authorized to sign the foregoing instrument, and that she did so of her own voluntary act.



Debbi Grant
NOTARY PUBLIC

State of _____)
County of _____) :ss.

On this the _____ day of _____, 2001, personally appeared before me, JODY K. TUFT, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that she was duly authorized to sign the foregoing instrument, and that she did so of her own voluntary act.

NOTARY PUBLIC

State of _____)
County of _____) :ss.

On this the _____ day of _____, 2001, personally appeared before me, ROBERT DUNLAP, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to sign the foregoing instrument, and that he did so of his own voluntary act.

NOTARY PUBLIC

State of _____)
:ss.
County of _____)

On this the _____ day of _____, 2001, personally appeared before me, TAMARA HOKANSON, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that she was duly authorized to sign the foregoing instrument, and that she did so of her own voluntary act.

NOTARY PUBLIC

State of Utah)
:ss.
County of Salt Lake)

On this the 23rd day of March, 2001, personally appeared before me, JODY K. TUFT, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that she was duly authorized to sign the foregoing instrument, and that she did so of her own voluntary act.

Susan Morandy

NOTARY PUBLIC

State of _____)
:ss.
County of _____)

On this the _____ day of _____, 2001, personally appeared before me, ROBERT DUNLAP, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to sign the foregoing instrument, and that he did so of his own voluntary act.

NOTARY PUBLIC

E 272907 B 0702 P 0206

State of _____)
:ss.
County of _____)

On this the _____ day of _____, 2001, personally appeared before me, TAMARA HOKANSON, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that she was duly authorized to sign the foregoing instrument, and that she did so of her own voluntary act.

NOTARY PUBLIC

State of _____)
:ss.
County of _____)

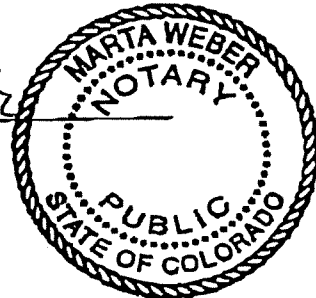
On this the _____ day of _____, 2001, personally appeared before me, JODY K. TUFT, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that she was duly authorized to sign the foregoing instrument, and that she did so of her own voluntary act.

NOTARY PUBLIC

State of Colorado)
County of Jefferson :ss.

On this the 5 day of March, 2001, personally appeared before me, ROBERT DUNLAP, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to sign the foregoing instrument, and that he did so of his own voluntary act.

Marta Weber
NOTARY PUBLIC



My Commission Expires 01/31/2005

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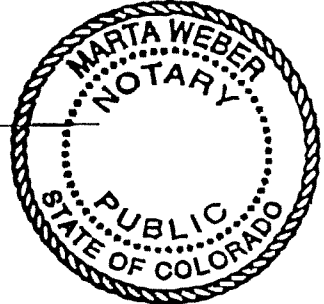
AGREEMENT

E 272907 B 0702 P 0207

State of Colorado
County of Jefferson :ss.

On this the 5 day of March, 2001, personally appeared before me, KATHY DUNLAP, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that she was duly authorized to sign the foregoing instrument, and that she did so of her own voluntary act.

Marta Weber
NOTARY PUBLIC

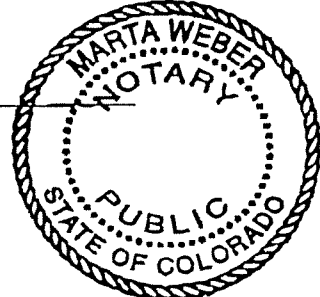


My Commission Expires 01/31/2005

State of Colorado
County of Jefferson :ss.

On this the 5 day of March, 2001, personally appeared before me, ROBERT DUNLAP, whose identity is personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to sign the foregoing instrument on behalf of PARK PREMIER MINING COMPANY, and that he did so of his own voluntary act.

Marta Weber
NOTARY PUBLIC



My Commission Expires 01/31/2005

AGREEMENT

PAGE 16 OF 16

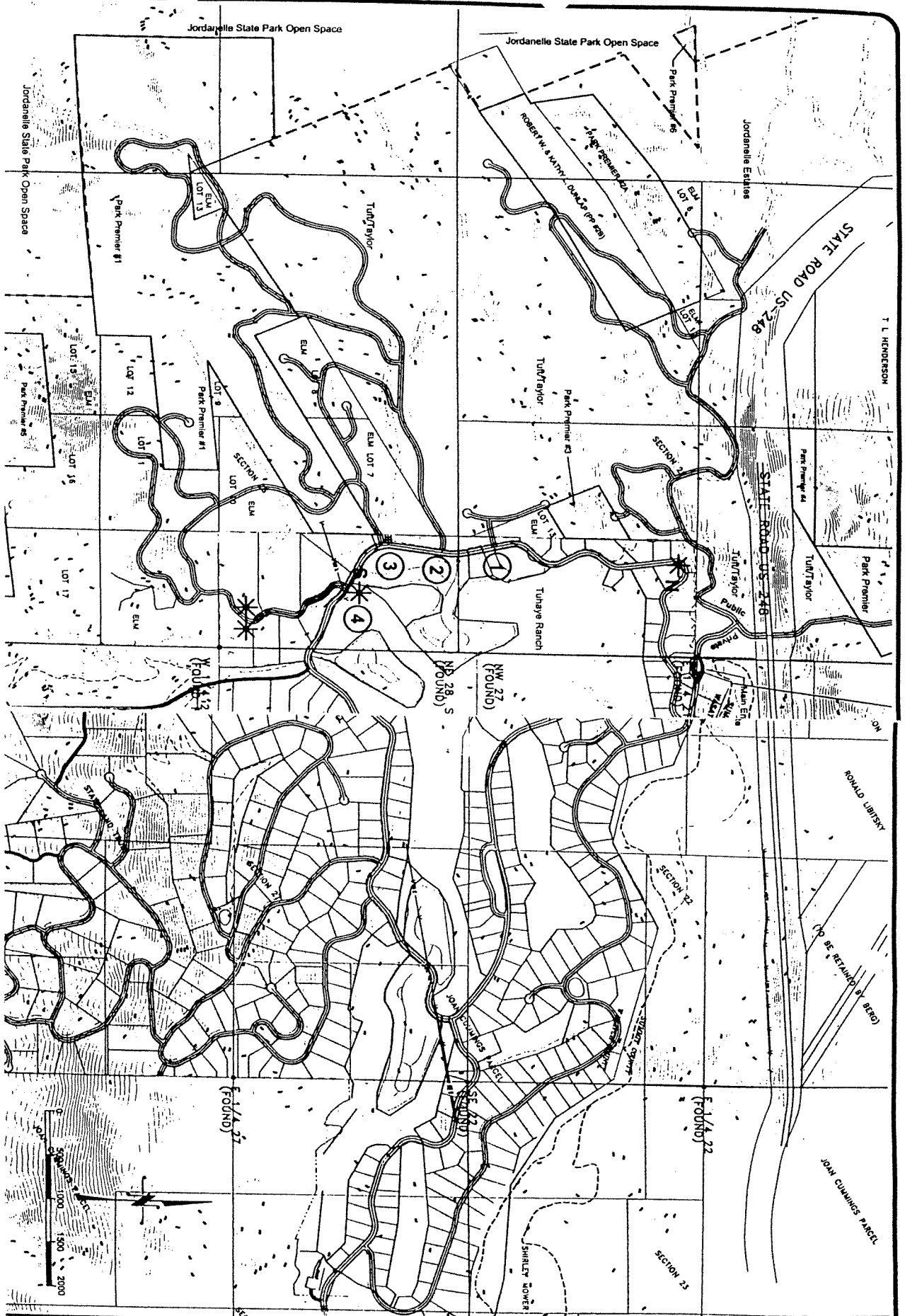


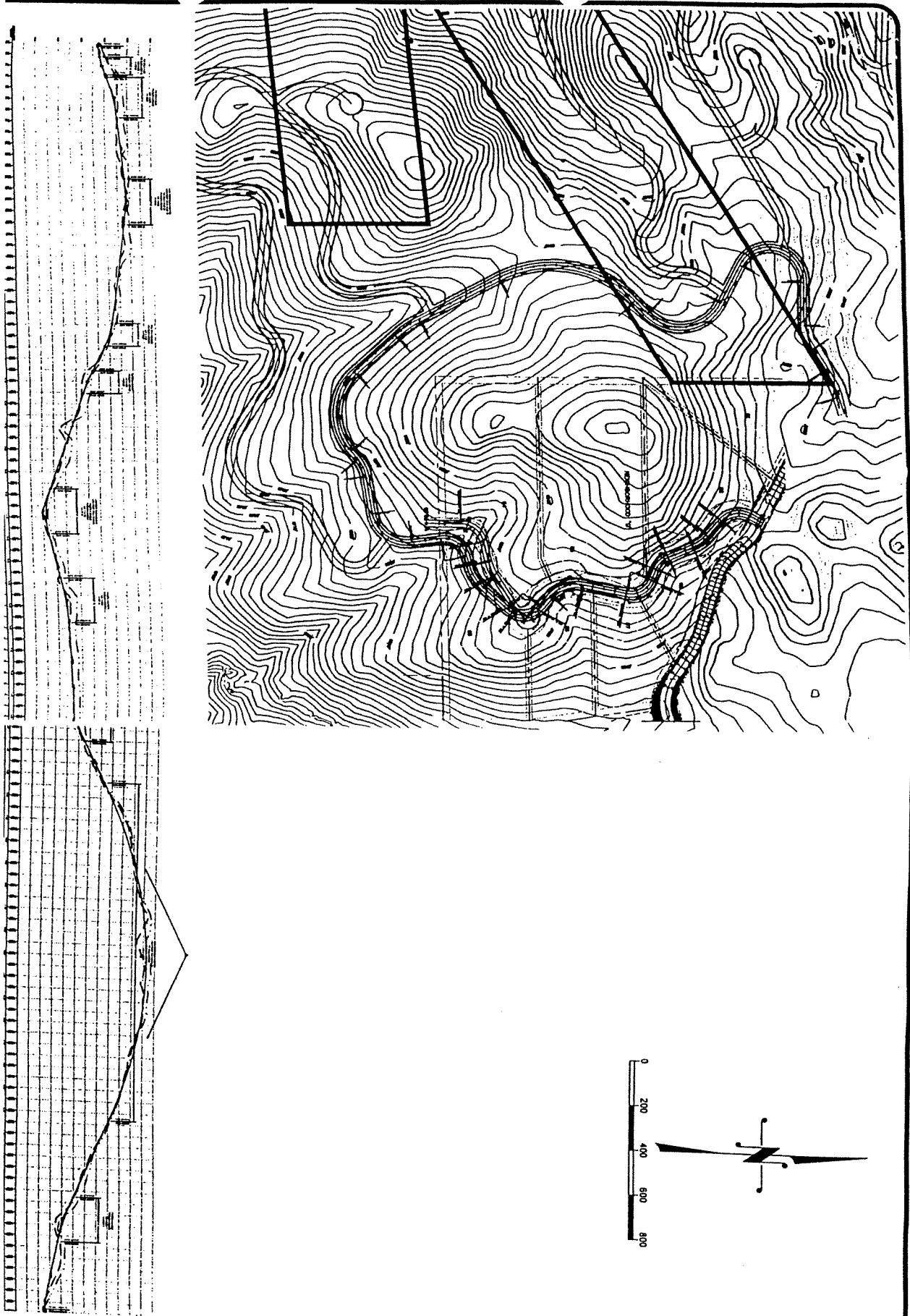
Exhibit "A"

Circulation Map
Jordanelle Area "B" Landowners
 Being a portion of Sections 20, 21, 22, & 23, T2S, R24E,
 Salt Lake Base and Meridian, Wasatch County Utah

Prepared by
Park Premier Mining Company, et al
 Bob Dunlap, President
 22301 Hassehar Drive
 Englewood, Colorado 80120
 (303) 610-3600

FRANCIS SMITH ENGINEERING, INC.
 128 South Main, Heber City, Utah 84032-0440
 Email: fsmith@francis-smith.com
 Telephone: 435-834-1800
 P.O. Box 480
 Fax: 435-834-1824
 Mailed: 801-478-2023

0816-02-28-01
 JOB # 39011



| | | | |
|--|--|--|--|
| <p>Date: 02-28-01 Scale: as shown</p> | <p>Connecting Loop to Tuhaya Jordanelle Area "B" Landowners Being a portion of Sections 20, 21, 28, & 29, T28, R06, Salt Lake Base and Meridian, Wasatch County Utah</p> | <p>Prepared by Park Premier Mining Company, et al Bob Dunlap, President 32281 Vermilion Drive Englewood, Colorado 80158 (303) 870-2885</p> | <p>FRANCIS SMITH ENGINEERING, INC. 438 South Main, Heber City, Utah 84022-0480 Email: fsm@francis-smith.com Telephone: 435-866-1800 P.O. Box 480 Fax: 435-866-1824 Mobile: 801-219-2620</p> |
|--|--|--|--|

EXHIBIT B E 272907 B 0702 P 0210

EXHIBIT C
TUHAYE'S PROPERTY

Parcel 1:

Beginning at the North quarter corner of Section 27, Township 2 South Range 5 East, Salt Lake Base and Meridian; thence South $89^{\circ}32'45''$ East 1327.91 feet along the North line of said Section 27; thence South $0^{\circ}03'06''$ West 1301.22 feet; thence South $89^{\circ}32'45''$ East 1328.16 feet to the East line of said Section 27; thence South $89^{\circ}39'36''$ East 221.59 feet; thence North $16^{\circ}09'36''$ East 89.69 feet; thence South $74^{\circ}33'37''$ East 87.37 feet; thence South $8^{\circ}05'25''$ East 211.29 feet; thence South $38^{\circ}58'58''$ East 180.08 feet; thence North $83^{\circ}39'10''$ East 129.51 feet; thence South $79^{\circ}17'36''$ East 264.57 feet; thence South $88^{\circ}18'49''$ East 401.73 feet; thence South $66^{\circ}51'26''$ East 600.32 feet; thence North $74^{\circ}17'52''$ East 80.32 feet; thence South $62^{\circ}16'24''$ East 96.72 feet; thence North $80^{\circ}41'16''$ East 75.55 feet; thence South $47^{\circ}35'18''$ East 74.18 feet; thence North $72^{\circ}01'23''$ East 143.30 feet; thence South $62^{\circ}36'27''$ East 137.23 feet; thence North $84^{\circ}23'28''$ East 193.35 feet; thence North $0^{\circ}47'58''$ East 610.51 feet; thence South $89^{\circ}48'15''$ East 127.98 feet to the North-South quarter section line of Section 26, Township 2 South Range 5 East; thence North $0^{\circ}11'46''$ 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 $76^{\circ}22'00''$ West 12.63 feet and North $85^{\circ}34'00''$ West 1065.31 feet and North $56^{\circ}47'30''$ West 1393.31 feet and North $34^{\circ}42'30''$ West 931.10 feet and North $74^{\circ}00'30''$ West 1274.16 feet; thence North $89^{\circ}32'45''$ West 746.01 feet to said Wasatch-Summit County Line; thence South $62^{\circ}24'00''$ 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 $0^{\circ}31'18''$ West 1671.83 feet to the point of beginning.

(Continued)

Wasatch County Serial Nos: OWC-0145-2; OWC-0144-3,
 OWC-0144-4, OWC-0142-1, OWC-0142 and
 OWC-0141-1

Parcel 2:

Beginning at a point on the North-South quarter section line, said point being North $0^{\circ}31'18''$ 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 $62^{\circ}24'00''$ East 675.35 feet along said county line; thence North $89^{\circ}32'45''$ West 595.62 feet to said North-South quarter section line; thence South $0^{\circ}31'18''$ West 317.62 feet to the point of beginning.

(Continued)

Summit County Serial Nos CD-417-418-B1

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 $0^{\circ}00'38''$ 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 $89^{\circ}32'45''$ West along said South line 2638.07 feet to the West line of the Southeast quarter of said Section 22; thence South $0^{\circ}31'18''$ West along said West line 1989.45 feet to the South quarter corner of said Section 22; thence South $89^{\circ}32'45''$ 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 $0^{\circ}03'05''$ West along said East line 2602.45 feet to the South line of said Northeast quarter; thence North $89^{\circ}32'45''$ West along said South line 1328.41 feet to the Southwest corner of said Northeast quarter; thence South $0^{\circ}03'44''$ West 261.88 feet to the Southeast corner of the Northwest quarter of said Section 27; thence South $89^{\circ}58'35''$ West along the South line of said Northwest quarter 2661.64 feet to the West quarter corner of said Section 27; thence South $89^{\circ}44'31''$ West along the South line of the Northeast quarter of said Section 23, a distance of 1327.35 feet to the West line of the East half of said Northeast quarter; thence North $0^{\circ}10'31''$ East along said West line 2657.90 feet to the North line of said Section 28; thence North $0^{\circ}14'24''$ West along the West line of the East half of the Southeast quarter of said Section 21, a distance of 2531.61 feet to the North line of said Southeast quarter; thence South $89^{\circ}28'20''$ East along said North line 1331.15 feet to the East quarter corner of said Section 21; thence North $0^{\circ}04'35''$ 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 $87^{\circ}00'00''$ East 3396.89 feet and South $85^{\circ}24'20''$ East 302.65 feet and North $87^{\circ}00'00''$ East 1214.70 feet and North $87^{\circ}35'38''$ 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 $3^{\circ}07'15''$ a distance of 208.06 (chord bears South $89^{\circ}50'46''$ East) feet to the East line of said Section 22; thence South $0^{\circ}45'35''$ East along said East line 740.30 feet to the point of beginning.

Wasatch County Serial Nos OWC-0141, OWC-0137-1
and OWC-0145, OWC-0146-0

Summit County Serial No: CD-417-418-0

EXHIBIT D
Ameagle Property

WHEN RECORDED MAIL TO:

Ameagle PC Holdings, Inc.
890 Main Street, Suite 5109
P.O. Box 4349
Park City, Utah 84060

~~Ent 271241 Bk 0693 Pg 0464-0469
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2004 MAY 19 4:49pm Fee 58.00 MWC
FOR COALITION TITLE~~

SPECIAL WARRANTY DEED

J. Christian Tuft, as to an undivided 1/9 interest,
Jody K. Tuft, as to an undivided 1/9 interest,
Tamara Tuft Hardy (aka Tamara Hokanson), as to an undivided 1/9 interest,
Taylor Miller, as to an undivided 1/3 interest, and
Lisa Taylor Anani, as to an undivided 1/3 interest (collectively referred to herein as "Grantors"),

hereby convey and warrant against the acts of the Grantors only to AMEAGLE PC HOLDINGS, INC., a Delaware corporation ("Grantee"), whose address is 890 Main Street, Suite 5109, P.O. Box 4349, Park City, Utah 84060, for the sum of Ten Dollars, and other good and valuable consideration, that certain real property located in Wasatch County, State of Utah, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference,

subject to easements, restrictions and rights of way currently of record and general property taxes for the year 2004 and thereafter.

WITNESS, the hands of said Grantors to be effective the 19th day of May, 2004.

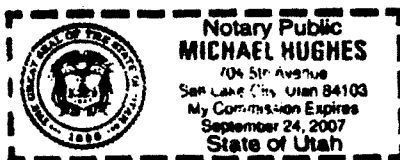
~~E-271241 B 0693 P 0466~~

STATE of)
)
County of) ss.

On the 22nd day of April, 2004, personally appeared before me Jody K. Tuft, the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

Michael Hughes
Notary Public:

My Commission expires:
Residing in:

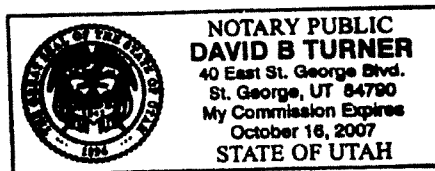


STATE of Utah)
)
County of Washington) ss.

On the 21st day of April, 2004, personally appeared before me Tamara Tuft Hardy aka Tamara Hokanson, the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

David Turner
Notary Public:

My Commission expires:
Residing in: 10-16-07



~~E 271241 B 0693 P 0462~~

STATE of California)
County of San Diego) ss.

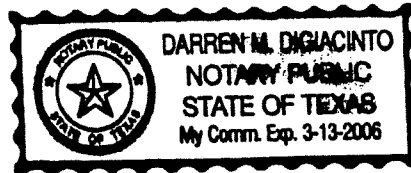


On the 20 day of April, 2004, personally appeared before me Taylor Miller, the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

Annette L. Baker
Notary Public:

My Commission expires: Feb. 3, 2006
Residing in: San Diego CA

STATE of Texas)
County of Travis) ss.



On the 16th day of April, 2004, personally appeared before me Lisa Taylor Anani, the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

[Signature]
Notary Public:

My Commission expires: 3/13/06
Residing in: Austin

EXHIBIT "A" E 272907 B 0702 P 0220
TO
SPECIAL WARRANTY DEED

That certain real property located in Wasatch County, State of Utah, more particularly described as follows:

Tax: Serial No. STA-0155
Tax: Serial No. STA-0158

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. One, M.S. 6968
- Nelson No. Two M.S. 6968
- Nelson No. 3, M.S. 6968
- Nelson No. Three M.S. 6968
- Nelson No. 4, M.S. 6968
- Nelson No. Four M.S. 6968
- Nelson No. Five, M.S. 6968
- Nelson No. Six, M.S. 6968
- Nelson No. Seven, M.S. 6968
- Nelson No. Eight, M.S. 6968
- Nelson No. Nine, M.S. 6968
- Nelson No. Ten, M.S. 6968
- Nelson No. Eleven, M.S. 6968
- Nelson No. Twelve, 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.

Also excepting those portions of the Nelson, Nelson No. 1, Nelson No. 5, Nelson No. 6, and Nelson Fraction conveyed to Park-Konold Mines Corporation by Mining Deed recorded September 23, 1929, in Book 10 of Mining Deeds at page 202.

E 272907 B 0702 P 0222

EXHIBIT E

E 272907 B 0702 P 0223

Salt Lake Meridian, Utah, T.2S., R.5 E., SLM, Section 21, Lot 11, also identified by Tax Serial Number OWC-3130-021-025 comprised of 0.03 acres, more or less.

OWC - 3130 - 021 - 025

Exhibit "E"

E 272907 B 0702 P 0224

EXHIBIT F

F

Property located in Summit and Wasatch Counties, State of Utah.

Salt Lake Meridian, Utah
 T. 2 S., R. 5 E., SLM
 Section 21, Lots 6, 10, 11, 12, and 13 10.62 acres
 Section 28, Lots 7, 8, and 13 40.33 acres

Containing a subtotal of 50.95 acres of surface and subsurface (mineral) estate.

Salt Lake Meridian, Utah
 T. 2 S., R. 5 E.
 Section 28, Lots 9-12 inclusive, Lots 16-17 inclusive, and NE1/4 SE1/4

Containing 164.45 acres, more or less, in Wasatch County.

| | | | |
|--------|---------------------------|----------|----------|
| Sec 21 | Lot 6 | OWC-3128 | |
| | Lot 10 | OWC-3129 | |
| | Lot 11 | OWC-3130 | |
| | Lot 12 | OWC-3131 | |
| | Lot 13 | OWC-3132 | |
| Sec 28 | Lot 7 | OWC-3133 | |
| | Lot 8 | OWC-3134 | |
| | Lot 13 | OWC-3135 | |
| Sec 28 | Lots 9-12, Lot 16-17 NESE | | OWC-3137 |