

WHEN RECORDED MAIL TO:
Hollis S. Hunt
Attorney at Law
392 East 12300 South, Suite A
Draper, Utah 84020

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT ("Easement"), made this 23rd day of January, 2007, by and between the following:

JLS PROPERTIES, L.L.C., a Utah limited liability company
and JORDANELLE RIDGE, INC., a Utah corporation, both
at 2511 South West Temple, Salt Lake City, Utah 84115,
collectively referred to as "Grantor,"

and

WASATCH COUNTY, a political subdivision of the State of
Utah, at 25 North Main Street, Heber City, Utah 84032,
referred to as "Grantee."

RECITALS:

A. Grantor is the owner of (2,752±) acres of real property in Wasatch County which has been designated as open space ("Open Space") pursuant to a Development Agreement between Grantor and the Grantee, and referred to as The Jordanelle Ridge at North Village Development Agreement, which affects a total of (3,174) gross acres ("Development Agreement") dated the same date as this Easement.

B. The Open Space is to be dedicated in designated proportionate parcels, each parcel of Open Space to be commensurate with the recording of various plats and phases of the project. The Grantee has requested an easement over the entire Open Space parcel (2,752±) acres which would allow grantee to manage the entire Open Space parcel until it is fully

dedicated to grantee. This Easement is to be granted at the execution of the Development Agreement between the Grantor and Grantee.

C. It is understood by both the Grantor and Grantee that this Easement shall be null and void to those portions of Open Space that are dedicated to the County and placed in a Conservation Easement pursuant to the Development Agreement.

D. Grantor is willing to grant an easement to Grantee upon the terms and conditions as are set out below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. **GRANT OF EASEMENT.** Grantor creates and grants to Grantee an exclusive easement for the Open Space described in Exhibit "A" attached. Grantee shall have the right to control, manage, and oversee the Open Space parcel including the right to exclude others, allow public access, or otherwise use the property for any purpose or use which would be allowed under the Conservation Easement, attached hereto as Exhibit "B", subject only to the terms, conditions and exceptions set forth herein

a. **Duty to Maintain Greenbelt status.** Grantee agrees to make such use of the Open Space parcel to ensure that the parcel will remain in greenbelt status until such time as it is dedicated to the County and placed in the Conservation Easement.

b. **Specifically allowed Uses.** Grantees use of the Open Space Parcel may include, but is not limited to the following specific uses by the public: Pedestrian trails, equestrian trails, all-terrain vehicle and snowmobile trails, hunting, grazing, utilities and roads and other like uses, so long as such uses would be allowed and are managed in a manner consistent with the Conservation Easement. Grantee agrees to establish a minimum 1000 foot buffer zone between the developed portion of the project and any motorized usage areas.

c. **Grantor's Use.** Grantor reserves unto itself, its successors and assigns, the temporary right to use the Open Space, as reasonably necessary to develop the Jordanelle Ridge project located in the North Village Overlay Zone, as long as such use

does not substantially interfere with the operations of Grantee thereon, until such time as the Open Space is dedicated to the County and placed under the Conservation Easement.

d. **Coyote Canyon Road.** It is intended that Coyote Canyon Road will be extended to help in traffic circulation and the Parties understand and agree that such extension will run through portions of the real property which is subject to this Easement. The use of such portions of the real property for the Coyote Canyon Road extension is specifically allowed and will not violate the terms of this Easement.

2. **MAINTENANCE OF EASEMENT.** Grantee shall maintain the Open Space and all such trails, recreational facilities and underground utilities located within the easement property as are constructed by Grantee or are dedicated to Grantee. All such trails and recreational facilities constructed by the Grantor shall be maintained by Grantor until such time as such improvements are accepted or dedicated to the Grantee.

3. **TERM OF EASEMENT—REMAINING PROPERTY DEEDED TO COUNTY.** This Easement shall continue until the year 2025, to be commensurate with the terms of the Development Agreement as referred to above. This Easement shall no longer be applicable and in effect for those portions of the Open Space conveyed to the Grantee and placed under the Conservation Easement as set out in the Development Agreement. In the event Development Agreement is not completed by December 31, 2025, and there yet remains Open Space that has not yet been dedicated or conveyed pursuant to the terms and conditions of the Development Agreement by the Grantor, Grantor specifically agrees that at that time, the remaining real property subject to this Easement shall be deeded to the Grantee subject to the Conservation Easement and this Easement shall then terminate.

4. **INDEMNIFICATION.** Grantee shall defend, indemnify and save harmless the Grantor, its successors and assigns from any and all claims, demands, loss, damage, expense and liability of every kind and description including personal injury or death and for any damage to or loss or destruction of property, including attorney's fees and expenses, resulting from Grantee or their employees, agents, customers, invitees or licensees use and enjoyment of the Easement granted hereunder. Grantee shall maintain general liability insurance in the amount of at least one million dollars (\$1,000,000.00) which applies to the Open Space. All such insurance

policies will provide primary insurance for claims involving property damage and bodily injury and shall name Grantor as an additional insured and shall waive any right of subrogation against Grantor, except for claims based solely on the actions of Grantor, its agents or employees, and shall contain a clause that the insurer will not change or cancel the insurance without first giving Grantor (30) days prior written notice. Grantee shall deliver a certificate(s) of insurance evidencing such coverage to Grantor.

5. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties subject to the references of those relevant terms and conditions of the Development Agreement and Conservation Easement referred to above.

6. **COVENANTS TO RUN WITH LAND.** This Easement and all of the easements, covenants, provisions, and requirements of this Easement are intended to be and shall constitute covenants running with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of each of the Grantor or Grantee and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors and assigns. The Grantor and Grantee shall comply with, and all interests in all parcels shall be subject to, the terms of this Easement and the provisions of any instruments, supplements, amendments, and determinations contemplated by this Easement.




7. **ENFORCEMENT.** The Grantor and Grantee shall have the right to enforce, through any appropriate proceeding at law or in equity, the terms, provisions, restrictions, and requirements of this Easement. Such right shall include, without limitation, the right to specific performance and injunction. Any failure to insist upon the performance of or compliance with any of such terms, provisions, restrictions, and requirements shall not result in or be construed to be an abandonment or termination of the arrangement created by this Easement or any waiver of the right to insist upon such performance or compliance in the future. If any action is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Easement, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorneys' fees and related costs (including those incurred

in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Jurisdiction and venue for enforcement of this Easement shall be in the Fourth District Court, Wasatch County, State of Utah.

8. **INTERPRETATION.** The captions to the sections of this Easement are for convenience of reference only and shall in no way affect the manner in which any provision of this Easement is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. This instrument shall be governed by and construed in accordance with the laws of the State of Utah.

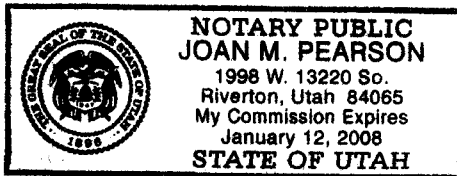
9. **EFFECTIVE DATE.** This Easement and any amendment or termination of this Easement shall take effect upon its being filed for record in the office of the County Recorder of Wasatch County, Utah.

THE PARTIES hereto have executed this Easement on the date first set forth above.

<p>“GRANTORS”</p> <p>JLS PROPERTIES, L.L.C., a Utah limited liability company</p> <p>By:  Donald E. Wallace Vice President of Managing Member, Sorventures, Inc., a Utah Corporation</p> <p>JORDANELLE RIDGE, INC., a Utah corporation</p> <p>By:  Donald E. Wallace Vice President of Operations</p>	<p>“GRANTEE”</p> <p>WASATCH COUNTY, a political subdivision of the State of Utah</p> <p>By:  Michael K. Davis Wasatch County Manager</p>
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STATE OF UTAH)
 : ss.
 COUNTY OF SALT LAKE)

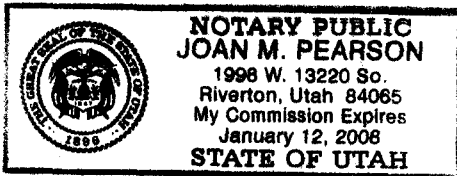
On the 23rd day of January, 2007, personally appeared before me Donald E. Wallace, Vice President of Managing Member, Sorventures, Inc., a Utah Corporation for JLS Properties, LLC., a Utah Limited Liability Company, the signer of the within instrument who duly acknowledged to me that he executed the same on behalf of said corporation.




NOTARY PUBLIC

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

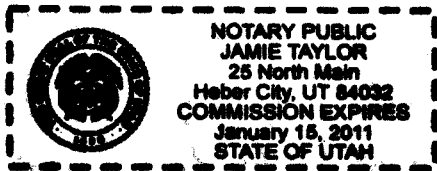
On the 23rd day of January, 2007, personally appeared before me Donald E. Wallace, Vice President of Operations of Jordanelle Ridge., Inc., a Utah Corporation, the signer of the within instrument who duly acknowledged to me that he executed the same on behalf of said corporation.



Joan M Pearson
NOTARY PUBLIC

STATE OF UTAH)
 : SS.
COUNTY OF WASATCH)

On the 29th day of December, 200~~7~~⁹, personally appeared before me Michael K. Davis, Wasatch County Manager, the signer of the within instrument who duly acknowledged to me that he executed the same on behalf of said corporation.



Jamie Taylor
NOTARY PUBLIC

EXHIBIT "A"

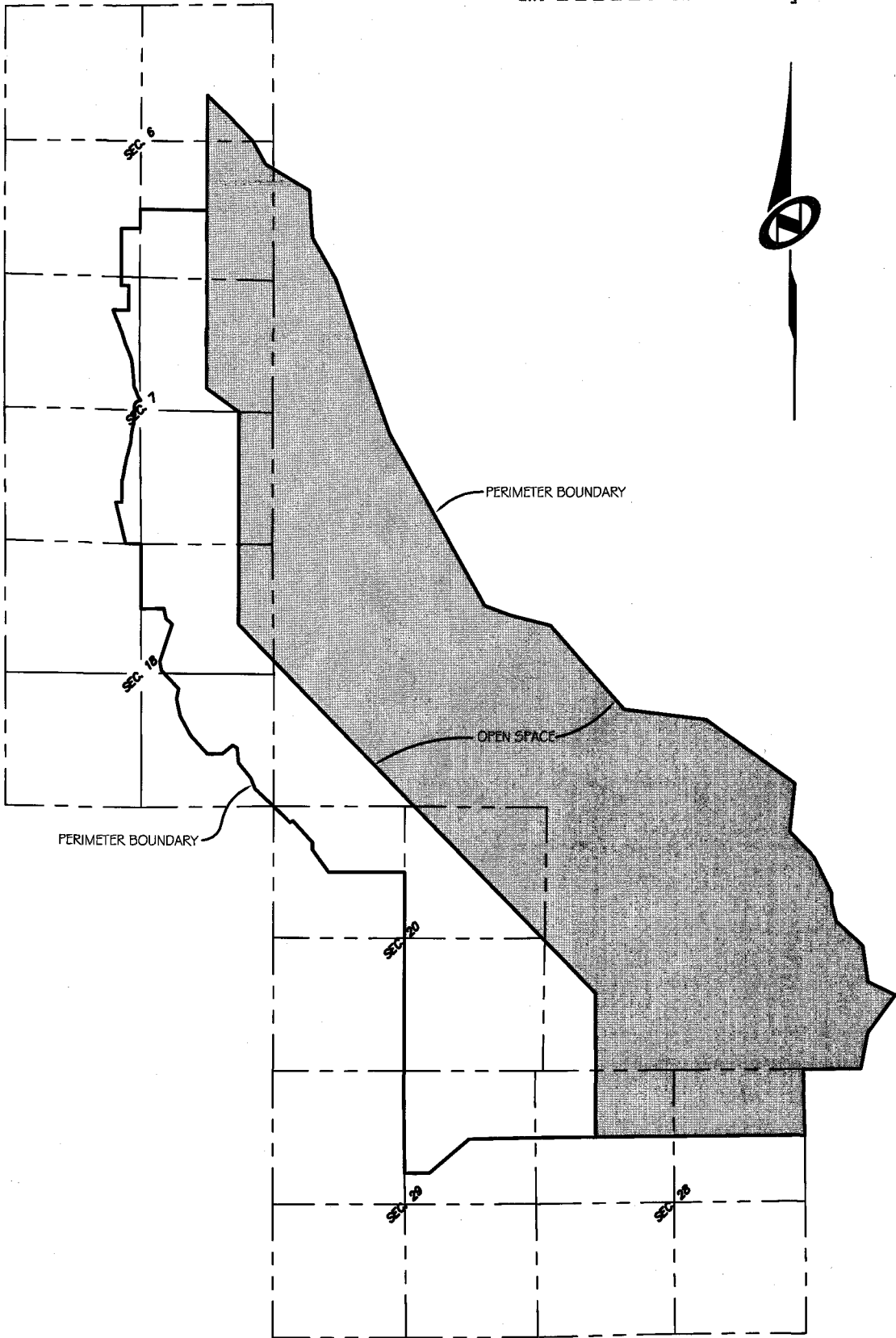
(Legal Description of Open Space)

Jordanelle Ridge
Open Space Perimeter Description
(Lying in Township 3 South, Range 5 East, Salt Lake Base & Meridian)

Part of a parcel of land lying in Sections 5, 6, 7, 8, 16, 17, 18, 20, 21, 22, 28, 29 of Township 3 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:

BEGINNING at a point on the South line of said parcel and the South line of said Section 22 which lies West 1480 feet, more or less, from the South Quarter Corner of said Section 22 and running thence South 89°31'16" West for 1160.00 feet, more or less to the Southwest Corner of said Section 22; thence South 02°02'57" East for 1320.50 feet, more or less to the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 28; thence South 89°27'16" West for 4207.13 feet more or less, thence North 00°32'44" West for 2882.82 feet, more or less; thence North 44°20'49" West for 10,299.68 feet, more or less; thence North 00°05'16" West for 4260.18 feet, more or less; thence North 54°30'53" West for 811.01 feet, more or less; thence North 00°20'14" West for 2182.34 feet, more or less; thence North 00°05'42" West for 1371.90 feet, more or less to the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 6; thence North 00°05'42" West for 1372.89 feet, more or less to the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 6; thence North 00°02'30" West for 916.32 feet, more or less, thence leaving the Westerly line of said parcel South 46°46'54" East 635.00 feet, more or less; thence South 43°56'54" East 660.00 feet more or less; thence South 29°56'54" East 525.00 feet more or less; thence South 59°26'54" East 1020.00 feet more or less; thence South 04°26'54" East 950.00 feet more or less; thence South 29°56'54" East 935.00 feet more or less; thence South 19°41'54" East 3270.00 feet more or less; thence South 29°11'54" East 3950.00 feet more or less; thence South 69°26'54" East 575.00 feet more or less; thence South 75°56'54" East 810.00 feet more or less; thence South 41°26'54" East 2250.00 feet more or less; thence South 82°56'54" East 1665.00 feet more or less; thence South 54°26'54" East 2200.00 feet more or less; thence South 05°53'06" West 970.00 feet more or less; thence South 43°36'54" East 715.00 feet more or less; thence South 26°26'54" East 800.00 feet more or less; thence South 00°20'54" East 210.00 feet more or less; thence South 15°11'54" East 370.00 feet more or less; thence South 47°26'54" East 715.00 feet more or less; thence South 08°26'54" East 730.00 feet more or less; thence South 64°26'54" East 610.00 feet more or less; thence South 36°03'06" West 940.00 feet more or less; thence South 10°33'06" West 735.00 feet more or less to the POINT OF BEGINNING.

XREFS:



NOLTE
BEYOND ENGINEERING

NEW SOUTH STATE STREET, SUITE 200
602746300 TEL. 8017463000 FAX

MURRAY, UT. 84601
WWW.NOLTE.COM

DATE: 12/21/06 TIME: 11:49:07 AM
NETWORK: SLS1
PATH: N:\SLB0134\CADD\EXHIBITS
DWG NAME: OPEN SPACE AND BOUNDING
PLOT VIEW:
DESIGNER: JRL MGR: JMR

EXHIBIT
THAT PORTION OF JORDANELLE RIDGE PERIMETER DESCRIPTION
ANNEXED INTO NORTH VILLAGE SPECIAL SERVICES DISTRICT
PREPARED FOR: Sorenson Development DATE SUBMITTED: Dec. 2006

SHEET NUMBER
1
OF 1 SHEETS
JOB NUMBER
SLB0134