

100-378670-3-0723-103527

BLAN STRIGGS, JEFFREY COULT, RECORDER
1993 MAY 04 10:14 PM FEE 35.00 BY 300
HCR ASSOCIATED TITLE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 20th day of April, 1993, by and between FOURTH PRINCESS ANNE PROPERTIES, INC., a Virginia corporation (hereinafter "FPAP") and THE ASSOCIATION OF UNIT OWNERS OF THE JEREMY RANCH CLUBHOUSE CONDOMINIUMS (hereinafter the "Association") and has reference to the following:

Recitals of Fact

A. The members of the Association are the owners, as tenants in common, of all of the common areas of the Jeremy Ranch Clubhouse Condominiums, a condominium project located in Summit County, Utah (the "Condominium Project"). The Condominium Project is more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein. The Condominium Project was created by that certain Declaration of Condominium of Jeremy Ranch Clubhouse Condominiums (the "Declaration") dated June 11, 1985 and recorded at the office of the Summit County Recorder on June 13, 1985, as Entry No. 235260, in Book 344, Pages 718-752, and by that certain Record of Survey Map of Jeremy Ranch Clubhouse Condominiums Phase I, recorded at the office of the Summit County Recorder on June 13, 1985, as Entry No. 235259.

B. Pursuant to the provisions of Section 11(1) of the Declaration, the Association is empowered, through its Management Committee, to create and grant easements over, under, across and through the common areas of the Condominium Project.

C. Included within the common areas of the Condominium Project is a parcel of land which forms a portion of a private road commonly known as "Saddleback Road." Said parcel of land is hereinafter referred to as the "Association Parcel" and is more particularly described on Exhibit "B" attached hereto.

D. FPAP is the owner of a parcel of land which forms another portion of Saddleback Road. The parcel owned by FPAP is hereinafter referred to as the "FPAP Parcel" and is more particularly described on Exhibit "C" attached hereto.

E. FPAP desires to acquire certain easements in the Association Parcel and the Association desires to acquire certain easements in the FPAP Parcel. Each party is willing to grant easements to the other pursuant to the terms and conditions of this Agreement.

Terms and Conditions

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, including but not limited to the payment to the Association of \$28,000, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Easement in FPAP Parcel. FPAP hereby grants and conveys to the Association, and to the owners of the property described on Exhibit D, (the "Owners") for the benefit of the Association, the Owners, their members, tenants, licensees, invitees, successors and assigns a non-exclusive easement for pedestrian and vehicular ingress and egress over and across the entire FPAP Parcel. FPAP also hereby grants and conveys to the Association and the Owners, for the benefit of the Association, the Owners, their members, tenants, licensees and invitees, successors and assigns a non-exclusive easement to lay, install and maintain utility lines under the FPAP Parcel to provide utilities to the Condominium Project, or the property described on Exhibit D, provided that any new lines installed after the date of this Agreement will be placed in the specific locations reasonably designated by FPAP. The easements granted in this paragraph 1 are intended run with the land underlying the Condominium Project and that described on Exhibit D. For purposes of this paragraph 1, the FPAP Parcel is the servient tenement and the Condominium Project and the land described on Exhibit D is the dominant tenement.

2. Easement in Association Parcel. The Association hereby grants and conveys to FPAP, for the benefit of FPAP, its successors, assigns, tenants, licensees and invitees, a non-exclusive easement for pedestrian and vehicular ingress and egress over and across the entire Association Parcel. Without limiting the generality of the foregoing, the Association specifically agrees that golfers at the Jeremy Ranch Golf Course will have the right to traverse the Association Parcel on foot or in golf carts. The Association also hereby grants and conveys to FPAP, for the benefit of FPAP, its successors, assigns, tenants, licensees and invitees, a non-exclusive easement to lay, install and maintain utility lines under the Association Parcel, provided that any new lines installed after the date of this Agreement will be placed in the specific locations reasonably designated by the Association. The easements granted in this paragraph 2 are intended to benefit the owners and successive owners of all or any part of the real property described on Exhibit "D" attached hereto, and the benefit of these easements will run with said real property described on Exhibit "D" (or any portions thereof). For purposes of this paragraph 2, the Association Parcel is the

servient tenement and the real property described on Exhibit "D" is the dominant tenement. To the extent this easement is used for travel by golfers by golf cart or as pedestrians from the Clubhouse to and from the golf course, FPAP and any successor owner of the Clubhouse portion of the property described on Exhibit "D" ("Clubhouse Owner") shall place appropriate warning signs on the golf cart paths at road crossing entrances so as to advise the users of the possible road traffic and paint and maintain caution stripes on the roadway at such crossings to the extent permitted by law. No parking will be allowed along the Association Parcel.

3. Easement in Extension of Saddleback Road. The parties anticipate that in the future FPAP and\or the owner of the Residential Portion of the property described on Exhibit D-1 ("Residential Owner") may decide to extend Saddleback Road towards the southeast until it connects or intersects with Homestead Road. Should FPAP or the Residential Owner decide to extend Saddleback Road, FPAP and\or the Residential Owner, will grant to the Association a non-exclusive easement for pedestrian and vehicular ingress and egress, over and across any portion of Saddleback Road and the proposed extension which FPAP and\or the Residential Owner owns, together with the right to lay, install and maintain utility lines in specific locations within said roadway reasonably designated by the owner. An easement deed will be signed and delivered within thirty (30) days after FPAP and\or the Residential Owner, provides specific legal descriptions for the extension. The servient tenement in the deed will be those portions of Saddleback Road owned by the grantor, and the dominant tenement will include the Condominium Project and the property described on Exhibit "D" hereto (and any and all portions thereof). Nothing in this paragraph is intended to obligate FPAP or the Residential Owner to extend Saddleback Road. Furthermore, in the event FPAP and\or the Residential Owner, chooses to extend Saddleback Road, such extension will be done at the cost of and in accordance with plans and designs generated by FPAP and\or the Residential Owner. The Association will have no obligation to pay any of the costs of such extension.

4. Agreement Not to Obstruct. The FPAP Parcel and the Association Parcel (and, in the event Saddleback Road is extended, said extension) will be kept open for pedestrian and vehicular ingress and egress, and the parties agree for themselves and their respective successors and assigns that they will not construct, nor will they permit to be constructed, any fence, wall, building, or other temporary or permanent improvement which would in any way restrict or limit access over and across said properties.

5. Maintenance of Easement Parcels. The FPAP and the Residential Owner or their successors and assigns agree to pay the cost of maintaining the Association Parcel and the FPAP Parcel, as well as any additional improvements built on the extension of Saddleback Road, in good order, condition and repair, including, without limitation, the cost of keeping said parcels free of snow, ice and debris, filling in any surface holes, and resurfacing the road on said parcels as necessary. Said costs shall be prorated based upon acreage owned and served by the easements as a fraction of the total acres described on Exhibit "D". In addition, Residential Owner will similarly maintain the Condominium Project driveway leading to the parking area of the Condominium Project. The Clubhouse Owner will include the Association Parcel in its general liability coverage for a minimum of \$1,000,000 per occurrence and will add the Association of Home Owners of the Jeremy Ranch Clubhouse Condominiums as an additional insured with respect to the Association Parcel and the FPAP Parcel. Any damage to the Association Parcel or the FPAP parcel caused by heavy equipment used by any party entitled to use the easement shall be promptly repaired by the party causing the damage. Should any mud, rocks or debris be tracked onto the Association parcel by any party entitled to use the easement, such party shall immediately clean such matter from the road. The Clubhouse Owner shall maintain the landscape portion of the Association Parcel along Saddleback Road adjacent to the Golf Clubhouse portion of the property as described in Exhibit D-2.

6. Dedication of Saddleback Road. The entire Saddleback Road shall remain private unless either the Residential Owner, Clubhouse Owner, FPAP, or Summit County requires dedication or determines that dedication is necessary, in its or their sole subjective discretion, for the development of the property described on Exhibit "D". In the event one or more of such parties desires to dedicate Saddleback Road and/or any extension thereof to Summit County, the Association agrees to dedicate all portions of Saddleback Road which it owns, and to cooperate and provide reasonable assistance in order to dedicate the same. To the extent reasonably required, the Residential Owner, the Clubhouse Owner, and FPAP and their respective successors and assigns agree to dedicate additional property within the parcels which they own adjacent to the Association Parcel in order to comply with Summit County ordinances pertaining to the width of roadways accepted for dedication. The design of any such widening for dedication shall be as agreed upon by the parties requested to dedicate additional land.

7. Additional Parking for the condominium Project. The Association desires the Residential Owner to construct three

additional parking spaces for the benefit of the Condominium Project on real property adjacent to the Jeremy Ranch Clubhouse Condominiums as depicted upon Exhibit "E" which is attached hereto. It is contemplated that the parking spaces will be located on a cement pad approximately 27 by 30 feet. To the extent that the cement pad encroaches upon the Residential portion of the property described on Exhibit "D", the Residential Owner will deed to the Association that portion of its property necessary for the three parking spaces. The Residential Owner will construct the cement pad for the three parking spaces at its sole cost and expense at or about the time the first concrete work is completed with respect to a project on the Residential portion of the property described on Exhibit "D".

8. Amenities. In the event that The Residential Owner constructs any amenities in connection with development of the Residential portion of the property described on Exhibit "D" for common utilization of its owners (i.e., swimming pools, tennis courts, etc.), the seven existing owners of condominiums of the Jeremy Ranch Clubhouse Condominiums will be entitled to utilize such amenities, in accordance with rules and regulations established with respect to such amenities by the owners thereof, without cost or charge.

9. Building Limitations. Included within the Residential portion of the property described on Exhibit "D" is a parcel of real property more particularly described on Exhibit "F" attached hereto which is north of the Condominium Project. The Residential Owner agrees that the real property described on Exhibit "F" will be subject to a restrictive covenant limiting building on said property to one or more single level-above-ground (as viewed from the Condominium Project) family residences.

10. Enforcement of Agreement. It is understood and agreed that the rights, obligations and easements created herein shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the owners of the dominant and servient tenements identified herein, and their respective successors and assigns. In the event any such owner shall fail to perform the obligations imposed upon such owner herein, any other owner of such an interest shall be entitled to specific enforcement of the provisions of this Agreement and/or to damages resulting from such failure. In any action seeking the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to an award for its reasonable attorney's fees and costs.

11. Interpretation, Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Utah. If any provision of this Agreement, or the application thereof to any party or person or to any certain circumstances shall be held to be invalid, void or illegal, the remaining provisions hereof and/or the application of such provisions to any party, person or to any circumstances other than to those to which it is held to be invalid, void or illegal shall, nevertheless, remain in full force and effect. Each and every exhibit referred to herein or attached hereto forms a part of this Agreement and is incorporated by reference herein.

12. No Amendment Without Consent. This Agreement may not be amended or modified without the consent of all parties holding any interest in or lien upon any of the servient or dominant tenements identified herein.

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

FOURTH PRINCESS ANNE
PROPERTIES, INC.

By: M. Battile
Its: VICE PRESIDENT

THE ASSOCIATION OF UNIT OWNERS
OF THE JEREMY RANCH CLUBHOUSE
CONDOMINIUMS

By its Management Committee:

J. W. H.
Donna T. Sudy
Peter D. Price

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me
this 29th day of April, 1993, by John Devenberg.

My commission expires:
4/18/94

~~Notary Public~~
Residing at:
S. C. C. C. S.

STATE OF VIRGINIA)
CITY : SS
COUNTY OF VIRGINIA)

The foregoing instrument was acknowledged before me
this 21st day of May, 1993, by John M. Chantler,
the Vice President of Fourth Princess Anne Properties, Inc.

My commission expires:
29/9/96

Notary Public
Residing at: VIRGINIA Beach

STATE OF UTAH)
:ss
COUNTY OF UINTAH)

The foregoing instrument was acknowledged before me this
1st day of May, 1993, by Norman Shelly, a member of the Management
Committee of the Association of Unit Owners of the Jeremy Ranch
Clubhouse Condominiums.

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Notary Public
Residing at: Laramie, WY

My Commission Expires:

5-2-93

EXHIBIT "A"
(EASEMENT)

BOUNDARY DESCRIPTION

Beginning at a point which is S89°47'18"W 1019.43 feet along the Section Line and North 1023.65 feet from the Southeast corner of Section 2, Township 1 South, Range 3 East, Salt Lake Base and Meridian; Summit County, Utah; and running thence N58°13'W 41.00 feet; thence S31°47'W 18.00 feet; thence N58°13'W 52.00 feet; thence N14°10'W 86.28 feet; thence N39°36'W 116.99 feet; thence N16°23'W 21.82 feet to a point on a 151.22 foot radius curve to the left (radius on said curve bears S25°52'17"W and chord bears N89°38'51"W 130.29 feet); thence 134.70 feet along the arc of said curve to the point of tangency; thence S64°50'W 218.00 feet to the point of curvature of a 301.90 foot radius curve to the left (chord on said curve bears S59°19'40"W 57.93 feet); thence 58.02 feet along the arc of said curve to a point of compound curvature with a 15.00 foot radius curve to the left (chord on said curve bears S25°52'14"W 14.06 feet); thence 14.64 feet along the arc of said curve to the easterly right-of-way line of Jeremy Road; thence N59°51'W 54.94 feet along said right-of-way line to a point on a 15.00 foot radius curve to the left (radius on said curve bears N25°37'08"W and chord bears N55°32'44"E 3.57 feet); thence 3.58 feet along the arc of said curve to the point of reverse curvature with a 346.90 foot radius curve to the right (chord on said curve bears N56°46'18"E 97.30 feet); thence 97.62 feet along the arc of said curve to the point of tangency; thence N64°50'E 218.00 feet to the point of curvature of a 196.22 foot radius curve to the right (chord on said curve bears S89°00'E 173.06 feet); thence 179.22 feet along the arc of said curve to the point of tangency; thence S62°50'E 96.98 feet to the point of curvature of a 915.58 foot radius curve to the right (chord on said curve bears S60°31'30"E 73.75 feet); thence 73.77 feet along the arc of said curve to the point of tangency; thence S58°13'E 112.00 feet; thence S31°47'W 149.83 feet to the point of beginning. Containing 1.249 acres.

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(Association Parcel)

Description of Existing Saddleback Road

Beginning at the Northeast Corner of Jeremy Ranch Clubhouse Condominiums Phase I, said point lies South $89^{\circ} 47' 18''$ West, along the section line 940.50 feet and North 1150.72 feet from the Southeast Corner of Section 2, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence South $31^{\circ} 47' 00''$ West, along the southeasterly boundary of said condominium plat, 45.00 feet; thence North $58^{\circ} 13' 00''$ West, 112.00 feet to the point of curve of a 870.58 foot radius curve to the left, radius point bears South $31^{\circ} 47' 00''$ West; thence northeasterly 70.18 feet along the arc of said curve, through a central angle of $4^{\circ} 37' 00''$; thence North $62^{\circ} 50' 00''$ West, 96.98 feet to the point of curve of a 151.22 foot radius curve to the left, radius point bears South $27^{\circ} 10' 00''$ West; thence westerly 138.12 feet along the arc of said curve, the extended boundary line and boundary line of said condominium plat, through a central angle of $52^{\circ} 20' 00''$; thence South $64^{\circ} 50' 00''$ West, along the boundary of said condominium plat, 218.00 feet to the point of curve of a 301.90 foot radius curve to the left, radius point bears South $25^{\circ} 10' 00$ East; thence southwesterly 58.02 feet along the arc of said curve and along the boundary of said condominium plat, through a central angle of $11^{\circ} 00' 40''$ to the point of compound curve of a 15.00 foot radius curve to the left, radius point bears South $36^{\circ} 10' 40''$ East; thence southwesterly 14.64 feet along the arc of said curve and boundary of said condominium plat, through a central angle of $55^{\circ} 54' 12''$; thence North $59^{\circ} 51' 00''$ West, along the boundary of said condominium plat 54.94 feet to a point on a 15.00 foot radius curve to the left, radius point bears North $27^{\circ} 37' 08''$ West; thence northeasterly 3.58 feet along the arc of said curve and the boundary of said condominium plat, through a central angle of $13^{\circ} 40' 16''$ to the point of compound curve of a 346.90 foot radius curve to the right, radius point bears South $41^{\circ} 17' 24''$ East, thence northeasterly 97.62 feet along the arc of said curve and the boundary of said condominium plat; thence North $64^{\circ} 50' 00''$ East; along the boundary of said condominium plat, 218.00 feet to the point of curve of a 196.22 foot radius curve to the right, radius point bears South $25^{\circ} 10' 00''$ East; thence easterly 179.22 feet along the arc of said curve and boundary of said condominium plat, through a central angle of $52^{\circ} 20' 00''$; thence South $62^{\circ} 50' 00''$ East, 96.98 feet to the point of curve of a 915.58 foot radius curve to the right, radius point bears South $27^{\circ} 10' 00''$ West; thence southeasterly 73.77 feet, along the arc of said curve and boundary of said condominium plat, through a central angle of $4^{\circ} 37' 00''$; thence South $58^{\circ} 13' 00''$ East, 112.00 feet to the Point of Beginning.

(A:Saddleback)

EXHIBIT "B"

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EXHIBIT "C"

(Easement) ("FPAP PARCEL")

**13 FOOT PARCEL IN SADDLEBACK ROAD AND
THE CLUBHOUSE CONDOMINIUM PHASE I PLAT
June 23, 1992**

Beginning at a point on the Northeasterly right-of-way line of Jeremy Road, said point being South 89°47'18" West along the section line 1599.89 feet and North 1108.87 feet from the Southeast Corner Section 2, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah; thence North 59°51'00" West along said right-of-way 54.94 feet to a point on the southeasterly line of Parcel 2A as recorded as Survey No. S-361 in the office of the Summit County Recorder; thence North 30°09'00" East along said line 13.00 feet to a point on the southwesterly boundary of "Jeremy Ranch Clubhouse Condominiums Phase I: as recorded in entry #235259 in the office of the Summit County Recorder; thence South 59°51'00" East along said boundary 54.94 feet to a point on the northwesterly line of the Jeremy Ranch Clubhouse Parcel as recorded as Survey Number S-359 in the office of the Summit County Recorder; thence South 30°09'00" West along said boundary 13.00 feet to the point of beginning.

Contains 714.23 square feet or .016 acre

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EXHIBIT "D"

Legal Description of additional FPAP Properties
Entitled to Benefit of Easement

Exhibit D-1 (Residential Portion)

Exhibit D-2 (Golf Clubhouse Portion)

Exhibit D-3 (LDS Church parcel)

Exhibit D-4 (Commercial Portion)

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EXHIBIT "D"-I

DESCRIPTION

(Residential Parcel)

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HOMESTEAD ROAD, SAID POINT BEING NORTH 222.72 FEET AND EAST 398.25 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH; AND RUNNING THENCE N75°11'00"W, 600.00 FEET; THENCE N85°54'37"W 799.01 FEET; THENCE N14°45'34"W 330.00 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE JEREMY RANCH CLUBHOUSE SURVEY AS RECORDED IN FILE NUMBER S359 OF THE SURVEY RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER; THENCE ALONG SAID EASTERLY BOUNDARY N14°45'34"W 210.86 FEET; THENCE ALONG SAID EASTERLY BOUNDARY N59°27'42"W 55.03 FEET; THENCE ALONG SAID EASTERLY BOUNDARY N20°36'34"W 41.62 FEET; THENCE ALONG SAID EASTERLY BOUNDARY N29°51'41"E, 109.33 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE JEREMY RANCH CLUBHOUSE CONDOMINIUMS PHASE I PLAT AS RECORDED IN ENTRY NUMBER 235259 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER; THENCE ALONG SAID SOUTHERLY BOUNDARY S14°10'00"E 66.33 FEET; THENCE ALONG SAID SOUTHERLY BOUNDARY S58°13'00"E 52.00 FEET; THENCE ALONG SAID SOUTHERLY BOUNDARY N31°47'00"E 18.00 FEET; THENCE ALONG SAID SOUTHERLY BOUNDARY S58°13'00"E 41.00 FEET; THENCE ALONG SAID SOUTHERLY BOUNDARY N31°47'00"E, 149.83 FEET TO THE EASTERLY CORNER OF SAID JEREMY RANCH CLUBHOUSE CONDOMINIUMS PHASE I; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID CONDOMINIUM, N58°13'00"W, 112.00 FEET; TO THE POINT OF CURVE OF A 915.58 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS S31°47'00"W; THENCE ALONG THE ARC OF SAID CURVE AND SAID BOUNDARY 73.77 FEET THROUGH A CENTRAL ANGLE OF 4°37'00"; THENCE ALONG SAID NORTHERLY BOUNDARY N62°50'00"W, 96.98 FEET TO A POINT ON A 196.22 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS S27°10'00"W; THENCE ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY BOUNDARY 139.16 FEET THROUGH A CENTRAL ANGLE OF 40°37'59"; THENCE N06°45'13"E, 140.93 FEET; THENCE N71°18'53"W, 284.24 FEET; THENCE NORTH, 156.25 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE JEREMY RANCH, PLAT 3 AS RECORDED IN ENTRY NUMBER 228081 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER; THENCE EAST ALONG SAID SOUTHERLY BOUNDARY 286.49 FEET; THENCE S73°11'15"E, 92.34 FEET; THENCE ALONG SAID SOUTHERLY BOUNDARY S59°33'45"E 92.34 FEET; THENCE ALONG SAID SOUTHERLY BOUNDARY S48°04'35"E, 99.58 FEET; THENCE ALONG SAID SOUTHERLY BOUNDARY S46°55'00"E, 935.26 FEET; THENCE ALONG SAID SOUTHERLY BOUNDARY S68°51'00"E, 527.41 FEET; THENCE ALONG SAID SOUTHERLY BOUNDARY S59°43'00"E, 79.37 FEET; THENCE ALONG SAID SOUTHERLY BOUNDARY S41°27'00"E, 79.37 FEET; THENCE ALONG SAID SOUTHERLY BOUNDARY N57°41'00"E, 165.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HOMESTEAD ROAD SAID POINT ALSO BEING ON A 415.00 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS S57°41'00"W; THENCE ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY 341.39 FEET THROUGH A CENTRAL ANGLE OF 47°08'00"; THENCE ALONG SAID RIGHT-OF-WAY LINE S14°49'00"W, 164.64 FEET TO THE POINT OF BEGINNING.

CONTAINS 24.488 ACRES MORE OR LESS

00.378672 540723 PG0598

EXHIBIT "D-2"

(Easement)

EXHIBIT "D-2"

PROPERTY DESCRIPTION: (CLUBHOUSE PARCEL)

Beginning at a point on the easterly right-of-way line of Jeremy Road, as platted, said point also being South 89° 47' 18" West, along the southerly section line, 1266.39 feet and North 703.92 feet from the Southeast Corner of Section 2, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah, and running thence North 00° 07' 00" West along said right-of-way line 29.18 feet to a point on a 341.50 foot radius curve to the left (center bears South 89° 53' 00" West 341.50 feet of which the central angle is 59° 44' 00"); thence along the arc of said curve and said right-of-way 356.03 feet; thence South 30° 09' 00" West along said right-of-way 13.00 feet; thence North 59° 51' 00" West along said right-of-way 181.49 feet; thence North 30° 09' 00" East 13.00 feet to a point on the southerly line of "Jeremy Ranch Clubhouse Condominiums Phase I" as recorded in Entry No. 235259 in the Summit County Recorder's office in Coalville, Utah, said point also being on a 15.00 foot radius curve to the right (center bears North 87° 55' 08" East 15.00 feet of which the central angle is 55° 54' 12"); thence along the arc of said curve and said southerly line 14.64 feet to a point on a 301.90 foot compound curve to the right (center bears South 36° 10' 40" East 301.90 feet of which the central angle is 11° 00' 40"); thence along the arc of said curve and said southerly line 58.02 feet; thence North 64° 50' 00" East along said southerly line 218.00 feet to a point on a 151.22 foot radius curve to the right center bears South 25° 10' 00 East 151.22 feet of which the central angle is 51° 01' 17"); thence along the arc of said curve and said southerly line 134.70 feet; thence South 16° 23' 00" East along said southerly line 21.82 feet; thence South 39° 36' 00" East along said southerly line 116.99 feet; thence South 14° 10' 00" East along said southerly line 19.95 feet; thence South 29° 51' 41" West 109.33 feet; thence South 20° 36' 34" East 41.62 feet; thence South 59° 27' 42" East 55.03 feet; thence South 14° 45' 34" East 210.86 feet; thence South 75° 24' 17" West 210.31 feet to the Point of Beginning.

EXHIBIT "D"-3

(LDS Church Parcel)

DESCRIPTION

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF HOMESTEAD ROAD SAID POINT LIES S89°47'18" W, ALONG THE SECTION LINE 341.95 FEET AND NORTH 5.24 FEET FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N45°43'21" E, 50.10 FEET TO THE POINT OF CURVE OF A 200.00 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS N44°16'39" W; THENCE NORTHEASTERLY 65.12 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°39'21"; THENCE N27°04'00" E, 189.73 FEET TO THE POINT OF CURVE OF A 350.00 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS N62°56'00" W; THENCE NORTHERLY 112.71 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°27'06"; THENCE S75°11'00" E, 562.89 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF HOMESTEAD ROAD; THENCE S14°49'00" W, ALONG SAID RIGHT OF WAY LINE, 99.01 FEET TO THE POINT OF CURVE OF A 315.00 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS N75°11'00" W; THENCE SOUTHWESTERLY 511.87 FEET ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 93°06'20"; THENCE N72°04'40" W, ALONG SAID RIGHT OF WAY LINE, 272.63 FEET TO THE POINT OF CURVE OF A 385.00 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS S17°55'20" W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE 55.40 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "D-4"

(Easement)
(Commercial Portion)

COMMERCIAL PARCEL BETWEEN JEREMY ROAD
AND HOMESTEAD ROAD

BEGINNING AT A POINT WHICH LIES S89°47'18" W, ALONG THE SECTION LINE 176.08 FEET AND NORTH 375.29 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT ALSO LIES ON THE ARC OF A 320.00 FOOT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS N81°58'08" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 106.31 FEET, THROUGH A CENTRAL ANGLE OF 19°02'08"; THENCE S27°04'00" W, 34.77 FEET TO THE POINT OF CURVE OF A 170.00 FOOT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS N62°56'00" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 80.89 FEET, THROUGH A CENTRAL ANGLE OF 27°15'50"; THENCE S54°19'50" W, 18.59 FEET TO THE POINT OF CURVE OF A 180.00 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S35°40'10" E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 140.31 FEET, THROUGH A CENTRAL ANGLE OF 44°39'48"; THENCE S09°40'02" W, 38.86 FEET TO THE POINT OF CURVE OF A 10.00 FOOT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS N80°19'58" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 14.70 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 140.13 FEET, THROUGH A CENTRAL ANGLE OF 84°11'53" TO A POINT ON THE NORTHERLY LINE OF HOMESTEAD ROAD AND ON THE ARC OF A 385.00 FOOT RADIUS CURVE TO LEFT, RADIUS POINT BEARS S03°51'55" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY LINE 494.10 FEET, THROUGH A CENTRAL ANGLE OF 73°31'55", TO A POINT 168.19 FEET, ON THE NORTHERLY LINE OF RASMUSSEN ROAD; THENCE N69°55'30" W, ALONG SAID NORTHERLY LINE, 612.96 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S20°04'30" W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND NORTHERLY LINE, 203.27 FEET, THROUGH A CENTRAL ANGLE OF 19°00'00"; THENCE N88°55'30" W, ALONG SAID NORTHERLY LINE, 210.31 FEET, THENCE EASTERLY LINE OF JEREMY ROAD WTH SAID NORTHERLY LINE; THENCE N0°07'00" W, ALONG SAID PROJECTION LINE AND EAST LINE, 843.53 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE JEREMY RANCH CLUBHOUSE SURVEY AS RECORDED IN FILE NUMBER S359 OF THE SURVEY RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER; THENCE N75°24'17" E ALONG SAID SOUTHERLY LINE, 799.01 FEET; S14°45'34" E, 330.00 FEET; THENCE S85°54'37" E, 5.92 FEET TO THE POINT OF BEGINNING.

CONTAINS: 13.571 ACRES, MORE OR LESS

00373672 8-0723 Rd601

EXHIBIT "E"

(Easement)

PARCEL E
June 12, 1992

Beginning at a point which is South $89^{\circ}47'18''$ West 1019.43 feet along the Section Line and North 1023.65 feet from the Southeast Corner of Section 2, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah; said point being a point on the easterly boundary line of Jeremy Ranch Condominiums Phase I as platted and recorded at Entry Number 235259 Summit County, Utah; thence along said boundary line North $31^{\circ}47'00''$ East 30.00 feet; thence South $58^{\circ}13'00''$ East 18.00 feet; thence South $31^{\circ}47'00''$ West 30.00 feet; thence North $58^{\circ}13'00''$ West 18.00 feet to the Point of Beginning, containing 540 sq. feet.

EXHIBIT "F"

(Easement)

BUILDING HEIGHT RESTRICTION AREA
March 12, 1993

Commencing at a point which is S89°47'18"W 1019.43 feet along the Section Line and North 1023.65 feet from the Southeast Corner of Section 2, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah; said point being a point on the Easterly boundary line of Jeremy Ranch Condominiums Phase I as platted and recorded at Entry Number 235259, Summit County, Utah; thence along said boundary line N31°47'00"E, 149.83 feet to the True Point of Beginning, thence N31°47'00"E, 226.97 feet to a point on the Southwesterly line of Jeremy Ranch Plat 3; thence N46°55'00"W, along said Southwesterly line 143.45 feet; thence S31°47'00"W, 255.53 feet to a point on the Northeasterly line of aforesaid Clubhouse Condominiums Plat, said point also being on the arc of a 915.58 foot radius curve to the right, radius point bears S29°59'20"W; thence Southeasterly, along the arc of said curve and Northeasterly line, 28.67 feet, through a central angle of 1°47'40"; thence S58°13'00"E, along said Northeasterly line, 112.00 feet to the True Point of beginning.

Contains: 33,909 square feet

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