

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this “**Second Amendment**”) is entered into as of this 31 day of July, 2015, by and between DEER VISTA, LLC, a Utah limited liability company (“**Deer Vista**”), and WASATCH COUNTY, a political subdivision of the State of Utah (the “**County**”). Deer Vista and the County are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.” To the extent that this Second Amendment differs from the Original Development Agreement (defined below) or the First Amendment (defined below) supersedes and replaces any previous agreements entered into or representations made by and between Deer Vista and the County involving the Property (defined below).

RECITALS

A. WHEREAS, the County, acting pursuant to its authority under Utah Code Ann. Section 17-27-101, et seq., and Section 17-53-223, and Section 17-53-302(13), as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, in the exercise of its discretion, has elected to approve and enter into this Second Amendment with Deer Vista;

B. WHEREAS, the County and DCP, LLC (“**DCP**”) are parties to that certain Deer Canyon Preserve Amended Development Agreement recorded October 7, 2005 as entry number 290119 in Book 793, Pages 271-333 (the “**Original Development Agreement**”). The Original Development Agreement pertains to certain real property (the “**DCP Property**”) located in Wasatch County and more fully described in Exhibit A to the Original Development Agreement. The Original Development Agreement contemplated development of a subdivision then known as Deer Canyon Preserve (the “**Subdivision**”) on the DCP Property;

C. WHEREAS, under the Original Development Agreement, DCP was required to construct certain improvements (the “**Improvements**”) within the Subdivision located on the DCP Property;

D. WHEREAS, the property located in the Subdivision is subject to, among other things: (i) the Original Development Agreement; (ii) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Canyon Trails (formerly known as Deer Canyon Preserve) (the “**CC&Rs**”), which were recorded on April 20, 2007 as Entry No. 319020 in Book No. 0938 at Pages 211-325 in the records of the Wasatch County Recorder; (iii) the plat titled Deer Canyon Preserve Phase 1 (“**Phase I**”), recorded on February 24, 2005 as Entry No. 280208 in Book 0737 at Pages 767-806 in the records of the Wasatch County Recorder; (iv) the plat titled Deer Canyon Preserve Phase 2 Subdivision Plat (“**Phase II**”), recorded on October 7, 2005 as Entry No. 290117 in Book No. 0793, at Pages 221-240 in the records of the Wasatch County Recorder; and the plat titled Deer Canyon Preserve Phase 3 Subdivision Plat (“**Phase III**”), recorded on October 7, 2005 as Entry No. 290118 in Book No. 0793, at Pages 241-270 in the records of the Wasatch County Recorder (collectively, the “**Plats**”);

E. WHEREAS, in connection with the Original Development Agreement and as security for DCP's completion of the Improvements, DCP provided to the County certain Subdivision Bonds with DCP as Principal and Insurance Company of The West ("ICW") as Surety (each, a "**Bond**" and, collectively, the "**Bonds**"), which Bonds are more particularly described in the Original Development Agreement;

F. WHEREAS, Deer Vista is the record title owner of 84 out of 103 of the platted Lots in the subdivision, which Lots are more particularly described in **Exhibit A** hereto;

G. WHEREAS, pursuant to that certain January 11, 2013 "Assignment and Assumption Agreement and Amendment to the Development Agreement" between the County and Deer Vista (the "**First Amendment**"), which First Amendment was recorded on January 11, 2013 as Entry No. 385845 in Book No. 1072 at Pages 36-64:

a. Deer Vista assumed DCP's obligations under the Original Development Agreement (Section 1);

b. the County and Deer Vista identified DCP's defaults under the Original Development Agreement (Section 2);

c. the County agreed that DCP's defaults under the Original Development Agreement would not be imputed to Deer Vista (Section 3);

d. the County assigned its claims against the Bonds and ICW to Deer Vista, and Deer Vista agreed to pursue payment under the Bonds for DCP's defaults under the Original Development Agreement (Section 4);

e. the County and Deer Vista modified, amended and clarified certain specified obligations under the Original Development Agreement, including Deer Vista's obligation to complete certain specified Improvements within a reasonable period of time after they become commercially practicable (Section 5);

f. the County was granted a security interest the following certain specified Lots in Phase III of the Subdivision (Section 5(g));

all subject to the terms and conditions of the First Amendment, which terms and conditions are incorporated herein by this reference;

H. WHEREAS, nine (9) of the lots in the Subdivision (Lots 6, 7, 8, 9, 10, 16, 20, 39 and 41) were sold by DCP prior to Deer Vista's assuming its obligations under the First Amendment;

I. WHEREAS, Deer Vista has fully satisfied its obligations under Section 4 of the First Amendment relating to the pursuit and application of funds from ICW due under the terms of the Bonds to the Improvements in the Subdivision, and Deer Vista shall have no further obligations to the County with regard to the Bonds;

J. WHEREAS, Deer Vista has fully satisfied its obligations under Section 5(c) to pay all fees imposed by the various SSDs (as that term is defined in the First Amendment) in connection with development of the Subdivision through the date of this Second Amendment;

K. WHEREAS, Deer Vista has made significant progress in completing the Improvements to the Subdivision that it agreed to make under the First Amendment, including:

a. Completion of all of the required Improvements to Lots 1, 2, 3, 4, 5, 11, 12, 13, 14, 15, 17, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 63, 64, 65, 66, 67, 90, 91, 92, 93 and 94 in Phases I, II and III of the Subdivision that were required by the First Amendment; and

b. Substantial completion of the Improvements to Lots 59, 60, 61, 62, 63, 64, 65, 66, 67, 90, 91, 92 and 93 in Phases I, II and III of the Subdivision as required by the First Amendment (*i.e.*, all of the Improvements required by the Original Development Agreement and the First Amendment except completion of: (i) the infrastructure required for delivering natural gas service; and (ii) certain landscaping revegetation requirements for such Lots);

L. WHEREAS, on June 26, 2014, Deer Vista formally applied with the Wasatch County Planning Department for the amendment of the Plats of the Subdivision (the "**Plat Amendment**"), the specific details and terms of which are more particularly set forth in the Plat Amendment itself and which are incorporated by this reference as if fully set forth herein and which Plat Amendment received County approval on September 17, 2014;

M. WHEREAS, on September 17, 2014, Deer Vista formally requested and received approval from the Wasatch County Council to change to the name of the Subdivision from the "Deer Canyon Preserve" to the "Deer Vista";

N. WHEREAS, on June 10, 2015, Deer Vista caused the reincorporation of the Canyon Trails Homeowners Association (the "**Association**"), which had been administratively dissolved by the Utah Division of Corporations due to DCP's failure to file annual reports on behalf of the Association;

O. WHEREAS, on June 15, 2015, Deer Vista caused the name of the Association to be formally changed to "Deer Vista Preserve Homeowners Association, Inc." by filing Articles of Amendment to the Articles of Incorporation of the Canyon Trails Homeowners Association with the Utah Division of Corporations;

P. WHEREAS, on July 10, 2015, the Association held an annual meeting of its Members at which it elected an initial Board of Trustees of the Association and ratified the name change of the Subdivision to Deer Vista and the name change of the Association to Deer Vista Preserve Homeowners Association;

Q. WHEREAS, on July 10, 2015, the initial Board of Trustees of the Association adopted both a Second Amended and Restated Declaration of Covenants, Conditions and Restrictions (the “CC&Rs”) and Amended Design Review Guidelines (the “Guidelines”);

R. WHEREAS, the CC&Rs and the Guidelines meet the County’s standards;

S. WHEREAS, Deer Vista has begun work to install the public trail required by Section 5(f) of the First Amendment, and the County and Deer Vista have negotiated the terms of a Public Trail Easement concerning the same;

T. WHEREAS, the County has undertaken review and planning actions relating to the development of the Property and the Project. These actions are set forth in the official minutes and record of the County Planning Commission and the County Legislative Body;

U. WHEREAS, by developing the Project in accordance with this Second Amendment, and all other applicable County, State, and federal laws, the Project is in compliance with the Wasatch County General Plan and all development ordinances, resolutions, rules, regulations, policies, standards, and directives of the County;

V. WHEREAS Each Party acknowledges that it is entering into this Second Amendment voluntarily.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AMENDMENT

1. **Approval of Plat Amendment.** The County hereby approves the Plat Amendment.

2. **Approval of Name Change.** The County hereby approves the change of the official name of the Subdivision to “Deer Vista.”

3. **Release of County’s Security Interests**

a. **Release of Phase 1 Security.** Deer Vista having satisfactorily performed all of its obligations with respect to the Improvements identified in Exhibit C.1 to the First Amendment, the County hereby releases its security interests in the “Phase 1 Security,” as the same is defined in Section 5(e) of the First Amendment.

b. **Release of Phase 2 Security.** Deer Vista having satisfactorily performed all of its obligations with respect to the Improvements identified in Exhibit C.2 to the First Amendment, the County hereby releases its security interests in the “Phase 3 Security,” as the same is defined in Section 5(e) of the First Amendment.

c. **Release of County's Security Interests in Lots 58-62.** Deer Vista having satisfactorily performed all of its obligations with respect to the Improvements identified in Exhibit C.3.a to the First Amendment, the County hereby releases its security interests in Lots 58-62 of the Subdivision, with no further documentation required.

d. **Release of County's Security Interests in Lots 50-57.** Deer Vista having satisfactorily performed all of its obligations with respect to the Improvements identified in Exhibit C.3.b to the First Amendment, the County hereby releases its security interests in Lots 50-57 of the Subdivision, with no further documentation required.

4. **Conditions for Release of County's Security Interests in Lots 69-89, 91-94 and 102.** Since Deer Vista has not yet completed all of its obligations under the First Amendment with respect to the Improvements identified in Exhibit C.3.c of the First Amendment and attached hereto as **Exhibit B**, the County shall not release its security interest in Lots 69-89, 91-94 and 102 at this time. However, and as is set forth in Section 5(g) of the First Amendment, the County hereby reaffirms that Deer Vista may obtain the release of all or some of said Lot(s) by pledging substitute collateral in the form of subdivision bond, letter of credit, or substantially similar form of security reasonably acceptable to the County in an amount equal to the County Assessor's valuation of said Lot(s).

5. **Waiver of Defaults in Original Development Agreement and First Amendment.** If, and to the extent that, Deer Vista is in breach of any of its obligations under the Original Development Agreement and/or the First Amendment as of the date of this Second Amendment, the County hereby agrees that any such default is immaterial and hereby waives its right to enforce any defaults existing as of the date hereof.

6. **Applicable Law.** Unless otherwise provided herein, the rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "Applicable Law") shall be those rules, regulations, official policies, standards and specifications, including County ordinances and resolutions, in force and effect on the date the County Legislative Body granted preliminary approval to Deer Vista. However, notwithstanding the foregoing, any person applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, and fire codes, and other County ordinances relating to the placement and construction of the proposed structure, that are in effect at the time the person files with the County a completed application for building permit. Notwithstanding any other provision of this Second Amendment, this Second Amendment shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("Changes in the Law") applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Second Amendment, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

7. **Amendment.** Unless otherwise stated in this Second Amendment, the Parties may amend this Second Amendment by mutual written consent. No amendment or modification to this Second Amendment shall require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Project.

8. **Default; Termination; Compliance; Annual Review.**

a. **Defaults.** Any failure by either Party to perform any term or provision of this Second Amendment, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual consent, shall constitute a default under this Second Amendment. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of an uncured default under this Second Amendment, the non-defaulting Party may institute legal proceedings to enforce the terms of this Second Amendment or, in the event of a material default, terminate this Second Amendment. If the default is cured, then no default shall exist and the noticing Party shall take no further action.

b. **Termination.** If the County elects to consider terminating this Second Amendment due to a material default of Deer Vista, then the County shall give to Deer Vista a written notice of intent to terminate this Second Amendment and the matter shall be scheduled for consideration and review by the County Legislative Body at a duly noticed public meeting. Deer Vista shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the County Legislative Body determines that a material default has occurred and is continuing and elects to terminate this Second Amendment, the County Legislative Body shall send written notice of termination of this Second Amendment to Deer Vista by certified mail and this Second Amendment shall thereby be terminated. The County may thereafter pursue any and all remedies at law or equity.

c. **Review by County.** The County may at any time and in its sole discretion request that Deer Vista demonstrate that Deer Vista is in full compliance with the terms and conditions of this Second Amendment. Deer Vista shall provide any and all information reasonably necessary to demonstrate compliance with this Second Amendment as requested by the County within thirty (30) days of the request, or at a later date as agreed between the Parties.

d. **Determination of Non-Compliance.** If the County Legislative Body finds and determines that Deer Vista has not complied with the terms of this Second Amendment, and noncompliance may amount to a default if not cured, then the County may deliver a Default Notice pursuant to Section 6.1(a) of this Second Amendment. If the default is not cured timely by Deer Vista, the County may terminate this Second Amendment as provided in Section 6.1(b) of this Second Amendment.

e. **Notice of Compliance.** Within fifteen (15) days following any written request which Deer Vista may make from time to time, the County shall execute and deliver to Deer Vista a written "Notice of Compliance," in recordable form, duly executed and acknowledged by the County, certifying that: (i) this Second Amendment is unmodified and in full force and effect, or if there have been modifications hereto, that this Second Amendment is in full force and effect as modified and stating the date and nature of such modification; (ii) there are no current uncured defaults under this Second Amendment or specifying the dates and nature of any such default; and (iii) any other reasonable information requested by Deer Vista. Deer Vista shall be permitted to record the Notice of Compliance.

f. **Annual Review.** Deer Vista and the County shall (at the discretion of the County) meet annually to review the status of the Project and to review compliance with the terms and conditions of this Second Amendment.

9. **Miscellaneous.**

a. **Incorporation of Recitals and Introductory Paragraph.** The Recitals contained in this Second Amendment, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Second Amendment as if fully set forth herein.

b. **Subjection and Subordination.** Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of the Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Second Amendment and all amendments thereof that otherwise comply with this Section 5. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to the County.

c. **Severability.** If any term or provision of this Second Amendment, or the application of any term or provision of this Second Amendment to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Second Amendment, or the application of this Second Amendment to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

d. **Other Necessary Acts.** Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Second Amendment.

e. **Construction.** This Second Amendment has been reviewed and revised by legal counsel for both the County and Deer Vista, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Second Amendment.

f. **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

g. **Covenants Running with the Land.** The provisions of this Second Amendment shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Second Amendment. The burdens and benefits of this Second Amendment shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Notwithstanding anything in this Second Amendment to the contrary, the owners of individual units or lots in the Project shall: (i) only be subject to the burdens of this Second Amendment to the extent applicable to their particular unit or lot; and (ii) have no right to bring any action under this Second Amendment as a third-party beneficiary or otherwise.

h. **Method of Enforcement.** The County may look to Deer Vista, the Association, or collectively to each lot or unit owners in the Project for performance of the provisions of this Second Amendment relative to the portions of the Project owned or controlled by such party. Any cost incurred by the County to secure performance of the provisions of this Second Amendment shall constitute a valid lien on the Project, including prorated portions to individual lots or units in the Project, on a parity with and collected at the same time and in the same manner as general County taxes and assessments that are a lien on the Project. The County may pursue any remedies available at law or in equity, including the withholding of building permits or certificates of occupancy, to ensure compliance with this Second Amendment.

i. **Waiver.** No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Second Amendment. Any waiver by any Party of a breach of any provision of this Second Amendment shall not operate or be construed as a waiver by such Party of any subsequent breach.

j. **Remedies.** Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Second Amendment.

k. **Utah Law.** This Second Amendment shall be construed and enforced in accordance with the laws of the State of Utah.

l. **Covenant of Good Faith and Fair Dealing.** Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Second Amendment and Applicable Law to ensure that the rights secured by the other Party through this Second Amendment can be enjoyed.

m. **Requests to Modify Use Restrictions.** Deer Vista's successors, heirs, assigns, and transferees shall have the right, without the consent or approval of any other person or entity owning property in any other part of the Project, to request that the County modify any zoning classification, use, density, design, setback, size, height, open space, road design, road dedication, traffic configuration, site plan, or other use restrictions associated with that portion of the Project to which the successor, heir, assign, or transferee holds title. The County shall consider any such request, but is not required to grant it.

n. **Representations.** Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party:

- i. Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization;
- ii. Such Party has full authority to enter into this Second Amendment and to perform all of its obligations hereunder. The individual(s) executing this Second Amendment on behalf of such Party do so with the full authority of the Party that those individual(s) represent; and
- iii. This Second Amendment constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

o. **No Third-Party Beneficiaries.** This Second Amendment is between the County and Deer Vista. No other party shall be deemed a third-party beneficiary or have any rights under this Second Amendment.

10. **Notices.** Any notice or communication required hereunder between the County and Deer Vista must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the County:

Doug Smith, Director
Wasatch County Administration Building
25 North Main Street
Heber City, UT 84032

With Copies to:

Scott Sweat, Wasatch County Attorney
805 West 100 South
Heber City, UT 84032

If to Deer Vista:

Deer Vista, LLC
Attn: Paul Jennings
11661 San Vicente Blvd., Suite 910
Los Angeles, CA 90049

With Copies to:

Matthew B. Hutchinson
Dart, Adamson and Donovan
1225 Deer Valley Drive, Suite 201
Park City, UT 84060


11. **Entire Agreement.** Unless otherwise noted herein, this Second Amendment is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Second Amendment shall be in writing and signed by the appropriate authorities of the County and Deer Vista.

12. **Recordation.** No later than ten (10) days after the County enters into this Second Amendment, the County Clerk shall cause to be recorded, at Deer Vista's expense, an executed copy of this Second Amendment in the Official Records of the County of Wasatch.

[Signature pages follow.]


IN WITNESS WHEREOF, this Second Amendment has been entered into by the County as of the date and year first above written.

WASATCH COUNTY:

WASATCH COUNTY:

 Wasatch County Manager

Attest:

Michelle B. Crook
BRENT TITCOMB,
Wasatch County Clerk Auditor

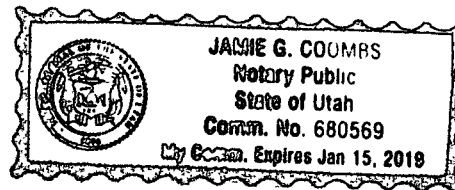


STATE OF UTAH)
) ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 4th day of April, ~~2015~~ ²⁰¹⁶, by Mike Davis, who executed the foregoing instrument in his capacity as the Wasatch County Manager and by Brent Titcomb, who executed the foregoing instrument in his capacity as the Wasatch County Clerk Auditor.

NOTARY PUBLIC
Residing at: Wasatch County

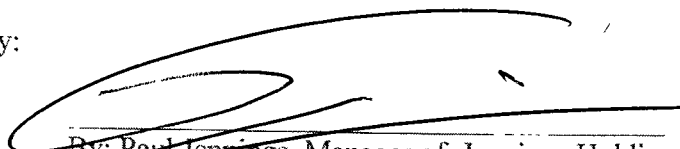
My Commission Expires: Jan. 15, 2019



IN WITNESS WHEREOF, this Second Amendment has been entered into by Deer Vista as of the date and year first above written.

DEER VISTA, LLC, a Utah limited liability company

By:



By: Paul Jennings, Manager of Jennings Holdings, LLC, a California limited liability company and Managing Member of Deer Vista, LLC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)
SS:

Subscribed and sworn to (or affirmed) before me on this 11th day of April, 2015, by Paul Jennings proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



My Commission Expires:
Jan 10, 2019



NOTARY PUBLIC
Residing at: Los Angeles, CA 90049

EXHIBIT LIST

EXHIBIT A – LANDSCAPE MASTER PLAN

EXHIBIT B – GEOTECHNICAL INVESTIGATION LOTS 37, 38 AND 103

EXHIBIT C – SLOPE MAP

EXHIBIT D – RIDGE LINE ANALYSIS

EXHIBIT E – SECTIONS AND TRAIL EXHIBIT

EXHIBIT F – PUBLIC TRAIL EASEMENT

EXHIBIT A

LANDSCAPE MASTER PLAN

LANDSCAPE MASTER PLAN

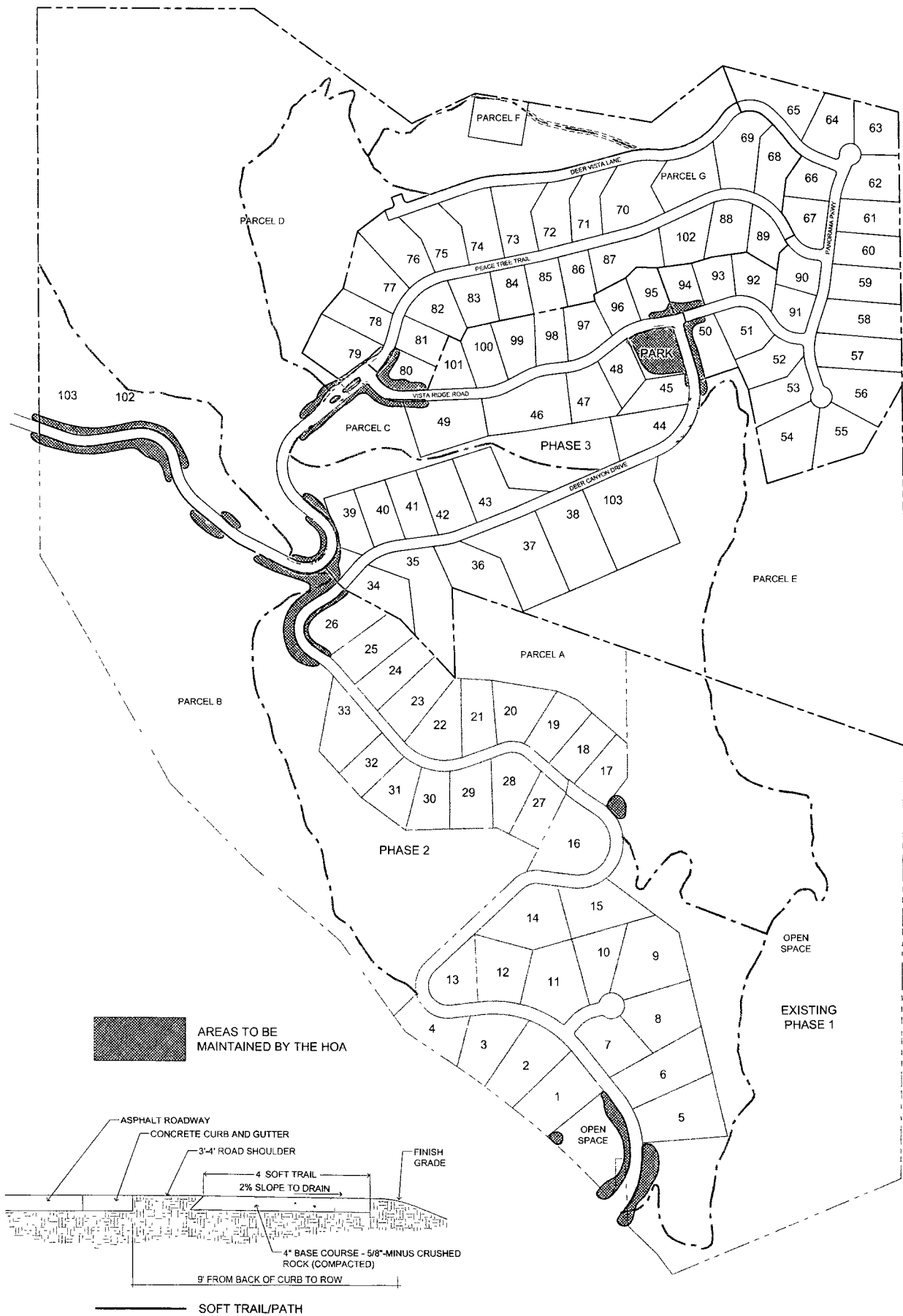


EXHIBIT B

GEOTECHNICAL INVESTIGATION LOTS 37, 38 AND 103

AGEC

Applied GeoTech

Ent 404330 Bk 1112 Pg 571-590
Date: 10-SEP-2014 10:40:26AM
Fee: \$50.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: PCS DEVELOPMENT

GEOTECHNICAL INVESTIGATION

LOTS 37, 38 AND 103

DEER CANYON DEVELOPMENT

WASATCH COUNTY, UTAH

PREPARED FOR:

BRAD COSBY
8550 PARLEYS LANE
PARK CITY, UTAH 84098

PROJECT NO. 1140758

AUGUST 28, 2014

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EXECUTIVE SUMMARY

1. Four test pits were excavated at the site. The subsurface materials encountered in the test pits consists of approximately ½ to 1 foot of topsoil overlying lean clay in Test Pit TP-1 and clayey gravel in Test Pits TP-2 and TP-4. Bedrock was encountered below the clay in Test Pit TP-1, clayey gravel in Test Pits TP-2 and TP-4 and topsoil in Test Pit TP-3. The maximum depth investigated was approximately 6½ feet.

Practical excavation refusal was encountered in bedrock at depths of approximately 6 feet, 5½ feet, 1 foot and 6½ feet in Test Pits TP-1, TP-2, TP-3 and TP-4, respectively.

2. No subsurface water was encountered in the test pits at the time of excavation. We anticipate that areas of perched water may develop in the spring and early summer as snow melting occurs.
3. The property consists of three residential building lots. We anticipate residences will consist of one to three-story, concrete and wood-frame structures with basements.

We have assumed that structural loads for the residence will consist of wall loads up to 3 kips per lineal foot and column loads up to 50 kips.

4. The proposed residences may be supported on spread footings bearing on the bedrock or on properly compacted structural fill that extends down to the bedrock.

Footings bearing on the bedrock or on compacted structural fill extending down to the bedrock may be designed using a net allowable bearing pressure of 3,500 pounds per square foot.

5. A fill slope up to approximately 30 feet in height extends along Deer Canyon Drive in the north portion of the property. The condition of the fill is unknown and should be removed if it is in the areas of proposed residences. The fill may be suitable to support concrete flatwork, such as driveways if additional investigation is conducted to investigate the condition of the fill.
6. Geotechnical information related to foundations, subgrade preparation and materials is included in the report.

SCOPE

This report presents the results of a geotechnical investigation for Lots 37, 38 and 103 in the Deer Canyon development in Wasatch County, Utah. The report presents the subsurface conditions encountered and recommendations for the foundations of the residences. The study was conducted in general accordance with our proposal dated August 18, 2014.

Field exploration was conducted to obtain information on the subsurface conditions and to develop recommendations for the residence.

This report has been prepared to summarize the data obtained during the study and to present our conclusions and recommendations based on the proposed construction and the subsurface conditions encountered. Design parameters and a discussion of geotechnical engineering considerations related to construction are included in the report.

SITE CONDITIONS

The property consists of three residential building lots on the south side of Deer Canyon Drive. The building lots range from approximately 1 ½ to 3 acres in size. There were no structures on the property at the time of our site visit. There is a fill slope in the north portion of the property that extends along the south side of Deer Canyon Drive. The fill slope is up to approximately 30 feet in height and slopes down to the south at a slope of approximately 2 horizontal to 1 vertical. The slope is slightly steeper in some areas. There are significant boulders along the toe of the slope.

The ground surface on the property slopes down to the south and west. Vegetation consists of grass, weeds and areas of brush.

There is undeveloped property to the north, south, east and west. Deer Canyon Drive extends along the north side of the property. It consists of a two-lane asphalt-paved road.

FIELD STUDY

The field study was conducted on August 22, 2014. Four test pits were excavated at the approximate locations indicated on Figure 1. The test pits were excavated with a trackhoe. The test pits were logged and soil samples obtained by a field engineer from AGECE. Logs of the subsurface conditions encountered in the test pits are graphically shown on Figure 2.

The test pits were backfilled without significant compaction. The test pit backfill should be removed or properly compacted where it will support proposed foundations, floor slabs or pavement.

SUBSURFACE CONDITIONS

The subsurface materials encountered in the test pits consists of approximately $\frac{1}{2}$ to 1 foot of topsoil overlying lean clay in Test Pit TP-1 and clayey gravel in Test Pits TP-2 and TP-4. Bedrock was encountered below the clay in Test Pit TP-1, clayey gravel in Test Pits TP-2 and TP-4 and topsoil in Test Pit TP-3. The maximum depth investigated was approximately $6\frac{1}{2}$ feet.

Practical excavation refusal was encountered in bedrock at depths of approximately 6 feet, $5\frac{1}{2}$ feet, 1 foot and $6\frac{1}{2}$ feet in Test Pits TP-1, TP-2, TP-3 and TP-4, respectively.

A description of the soil and bedrock encountered in the test pits follows:

Topsoil - The topsoil ranges from sandy lean clay to clayey sand and contains some gravel. The topsoil is slightly moist to moist, brown to dark brown and contains roots and organic material.

Lean Clay - The clay is stiff, moist and dark brown.

Clayey Gravel with Sand - The clayey gravel contains frequent cobbles and some boulders. Boulders up to 4 feet in size were encountered in Test Pit TP-4. The clayey gravel is dense to very dense, moist and brown.

Bedrock - The bedrock consists of volcanic breccia. The bedrock is hard, slightly moist and gray.

SUBSURFACE WATER

No subsurface water was encountered in the test pits at the time of excavation. We anticipate that areas of perched water may develop in the spring and early summer as snow melting occurs.

PROPOSED CONSTRUCTION

Three residences are planned to be constructed on the property. We anticipate residences will consist of one to three-story, concrete and wood-frame structures.

We have assumed that structural loads for the residences will consist of wall loads up to 3 kips per lineal foot and column loads up to 50 kips.

If the proposed construction or building loads are significantly different from those described above, we should be notified so that we can reevaluate the recommendations given.

RECOMMENDATIONS

A. Site Grading

No site grading plans were provided at the time of our investigation. We anticipate cuts and fills up to 10 feet may be needed to accommodate construction of the residences.

1. Existing Fill

A fill slope has been constructed in the north portion of the property to support Deer Canyon Drive. It appears that there may be up to 30 feet of fill in the slope. The condition of the fill is unknown and is likely not suitable to support the proposed residences. The fill may be suitable to support concrete flatwork, but additional investigation would be needed to determine this.

2. Slopes

We observed no signs of major slope instability during our field investigation. Major stability problems are not anticipated if planned excavation slopes are properly constructed and maintained.

It appears that there may be sufficient horizontal distance from nearby roads to construct temporary excavation slopes for the foundation excavation of the residence. Temporary, unretained excavation slopes up to 15 feet in height may be constructed at 1 horizontal to 1 vertical or flatter. Steeper slopes may be possible and should be evaluated by a geotechnical engineer at the time of construction. The contractor should determine the most suitable cut slope to provide for safe working conditions.

Permanent, unretained cut and fill slopes up to 30 feet in height may be constructed at a slope of 2 horizontal to 1 vertical or flatter. Prior to construction of fill slopes, the topsoil and existing fill should be removed. Fill placed to construct the slope should be keyed into the hillside with a key for every 2 feet of vertical rise. The fill should be placed in horizontal lifts and compacted to the densities indicated in the Compaction section of this report.

Good surface drainage should be provided up slope of permanent cut and fill slopes to direct surface run off away from the slope face. Slopes should be protected from erosion by revegetation or other methods.

3. Retaining Walls

With the heights of cuts and fills needed for construction of the residence, we anticipate that retaining walls will be constructed. Several types of retaining walls may be considered including reinforced concrete, soil-reinforced walls and rockeries. Additional consultation could be provided, if requested, regarding retaining walls after the location and height of the walls has been determined.

4. Subgrade Preparation.

Prior to placing grading fill, the topsoil, organic material and other deleterious materials should be removed.

5. Excavation

Difficult excavation conditions should be expected due to the cobbles, boulders and bedrock at the site. We anticipate that excavation in the upper soil and bedrock can be accomplished using heavy-duty excavation equipment. Jack-hammering, blasting or other rock excavation methods will likely be needed in the deeper bedrock. More difficult excavation conditions should be expected in confined areas such as utility trenches.

6. Materials

Listed below are materials recommended for imported structural fill.

Fill to Support	Recommendation
Footings	Non-expansive granular soil Passing No. 200 Sieve <35% Liquid Limit <30% Maximum size 4 inches
Floor Slabs (Upper 4 inches)	Sand and/or Gravel Passing No 200 Sieve <5% Maximum size 2 inches
Slab Support	Non-expansive granular soil Passing No. 200 Sieve <50% Liquid Limit <30% Maximum size 4 inches

The clayey gravel with sand and bedrock that meet the criteria given above for imported fill may be considered for use as structural fill in areas of the proposed residences, concrete flatwork, as utility trench backfill and in landscape areas.

The natural lean clay may be considered for use as fill in areas of concrete flatwork or as utility trench backfill.

Materials used as structural fill should not contain topsoil, organic material, debris, oversized material or other deleterious materials.

The moisture content of the soil and bedrock is near and below the optimum moisture content and may require wetting prior to use as fill.

7. Compaction

Compaction of materials placed at the site should equal or exceed the minimum densities as indicated below when compared to the maximum dry density as determined by ASTM D 1557.

Fill to Support	Compaction
Foundations	≥ 95%
Concrete Flatwork and Pavement	≥ 90%
Landscaping	≥ 90%

To facilitate the compaction process, the fill should be compacted at a moisture content within 2 percent of the optimum moisture content.

Fill placed for the project should be frequently tested for compaction.

8. Drainage

The ground surface surrounding the proposed residences should be sloped to drain away from the residences in all directions. Roof downspouts and drains should discharge beyond the limits of backfill.

The collection and diversion of drainage away from the pavement surface (such as the driveway or concrete flatwork) is important to the satisfactory performance of the pavement. Proper surface drainage should be provided.

B. **Foundations**

1. Bearing Material

With the proposed construction and the subsurface conditions encountered, the proposed residence may be supported on spread footings bearing on the

bedrock or on compacted structural fill extending down to the bedrock. It may be possible to support proposed residences on the undisturbed natural soil, if additional investigation is provided to determine the condition and consistency of the soil. The investigation could be conducted at the time of construction. Structural fill should extend out away from the edge of the footings at least a distance equal to the depth of fill beneath footings.

Unsuitable fill, organics, topsoil and other deleterious materials should be removed from below proposed foundation areas.

2. Bearing Pressure

Footings bearing on the bedrock or on compacted structural fill extending down to the bedrock may be designed using a net allowable bearing pressure of 3,500 pounds per square foot.

3. Temporary Loading Conditions

The allowable bearing pressure may be increased by $\frac{1}{2}$ for temporary loading conditions such as wind or seismic loads.

4. Settlement

We estimate that total and differential settlement will be less than $\frac{1}{2}$ inch for footings constructed as described above.

Care should be taken to not disturb the natural soil at the base of footing excavations so that settlement can be maintained within tolerable limits.

5. Frost Depth

Exterior footings and footings beneath unheated areas should be placed at least 40 inches below grade for frost protection.

6. Foundation Base

The base of excavations should be cleared of loose or deleterious material prior to fill or concrete placement.

7. Construction Observation

A representative of the geotechnical engineer should observe footing excavations for the residence prior to structural fill or concrete placement.

C. Concrete Slab-on-Grade

1. Slab Support

Concrete slabs may be supported on the undisturbed natural soil or on compacted structural fill extending down to the natural soil.

Existing fill, topsoil, organics or other deleterious materials should be removed from below the proposed slabs.

2. Underslab Sand and/or Gravel

A 4-inch layer of free draining sand and/or gravel (less than 5 percent passing the No. 200 sieve) should be placed below the concrete slabs for ease of construction and to promote even curing of the slab concrete.

D. Lateral Earth Pressures

1. Lateral Resistance for Footings

Lateral resistance for footings placed on the natural soil or on compacted structural fill is controlled by sliding resistance between the footing and the foundation soils. A friction value of 0.45 may be used in design for ultimate lateral resistance for footings supported on the natural soil or on compacted structural fill extending down to the natural soil. The passive resistance of

the soil adjacent footings may also be considered in design for lateral resistance of footings.

2. Subgrade Walls and Retaining Structures

The following equivalent fluid weights are given for the design of subgrade walls and retaining structures. The active condition is where the wall moves away from the soil. The passive condition is where the wall moves into the soil and the at-rest condition is where the wall does not move. The values listed below assume a horizontal surface adjacent the wall.

Material Type	Active	At-Rest	Passive
Sand and Gravel	40 pcf	55 pcf	300 pcf

3. Seismic Conditions

Under seismic conditions, the equivalent fluid weight should be increased by 15 pcf for active, no increase for at-rest conditions and decreased by 15 pcf for the passive condition. This assumes a horizontal ground acceleration of 0.24g which represents a 2 percent probability of exceedance in a 50-year period (IBC, 2012).

4. Safety Factors

The values recommended above assume mobilization of the soil to achieve ultimate soil strength. Conventional safety factors used for structural analysis for such items as overturning and sliding resistance should be used in design.

E. **Seismicity and Liquefaction**

Listed below is a summary of the site parameters for the International Building Code 2012.

- | | | |
|----|---|-------|
| a. | Site Class | B* |
| b. | Short Period Spectral Response Acceleration, S_s | 0.60g |
| c. | One Second Period Spectral Response Acceleration, S_1 | 0.20g |

* Assumes footings are supported on the bedrock.

No active faults are mapped as being located on the property. The nearest mapped active fault is the Salt Lake City segment of the Wasatch fault located approximately 17 miles west of the site (Black, et al., 2003).

The site is mapped as having a "very low" liquefaction potential (Anderson and others, 1989). This means that there is a less than 5 percent probability that the soil will be subjected to seismic ground shaking great enough to result in liquefaction in a 100-year time period. Based on our experience in the area and the subsurface conditions encountered, liquefaction is not a concern for the site.

F. Water Soluble Sulfates

Based on published literature and previous experience in the area, the natural soil possesses negligible sulfate attack potential on concrete. No special cement type is required for concrete placed in contact with the bedrock. Other conditions may dictate the type of cement to be used in concrete for the project.

G. Subsurface Drain

With the potential for perched water conditions to develop during the wet times of the year, we recommend that a subsurface drain be provided around the below grade floor portion of the proposed residences. The subsurface drain system should consist of at least the following items.

The subsurface drain system should consist of a perforated pipe installed in a gravel filled trench around the perimeter of the subgrade floor portion of the residences. A geosynthetic drain could be used as an alternative. The drain should extend up the foundation walls high enough (to within approximately 3 feet of the ground surface) to intercept potential subsurface water.

- b. At least 6 inches of free-draining gravel should be placed below the floor slab of the residences. The gravel should connect the perimeter drainage pipe.
- c. The flow line of the pipe should be placed at least 14 inches below the finished floor level and should slope to a sump or outlet where water can be removed by pumping or by gravity flow.
- d. If placing the gravel and drain pipe requires excavation below the bearing level of the footing, the excavation for the drain pipe and gravel should have a slope no steeper than 1:1 (horizontal to vertical) so as not to disturb the soil below the buildings.
- e. A filter fabric should be placed between the natural soil and the drain gravel. This will help reduce the potential for fine grained material filling in the void spaces of the gravel.
- f. Consideration may be given to installing cleanouts to allow access into the perimeter drain should cleaning of the pipe be required in the future.

H. Additional Services

It is important that AGECH be involved during design and construction of the residences. There are several items where we can provide value, help the design of the geotechnical aspects of the project be more efficient and help reduce the risk to the design team and the owner.

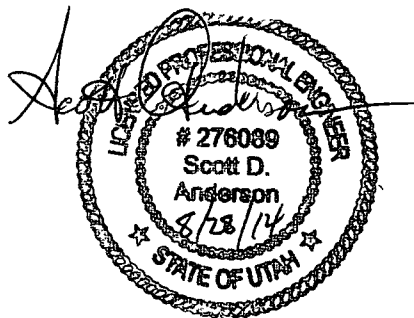
We recommend that at least the following additional services be provided:

1. Attend a preconstruction meeting with the contractor and client to discuss the proposed construction.
2. Observe the foundation excavation for the residences.
3. Observe fill placement and compaction during construction.

LIMITATIONS

This report has been prepared in accordance with generally accepted soil and foundation engineering practices in the area for the use of the client for design purposes. The conclusions and recommendations included within the report are based on the proposed construction, and the information obtained from the test pits excavated at the property. Variations in the subsurface conditions may not become evident until additional exploration or excavation is conducted. If the subsurface conditions or groundwater level is found to be significantly different from what is described above, we should be notified to reevaluate our recommendations.

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



Scott D. Anderson, P.E.

A handwritten signature in cursive script, appearing to read "Douglas R. Hawkes".

Reviewed by Douglas R. Hawkes, P.E., P.G.

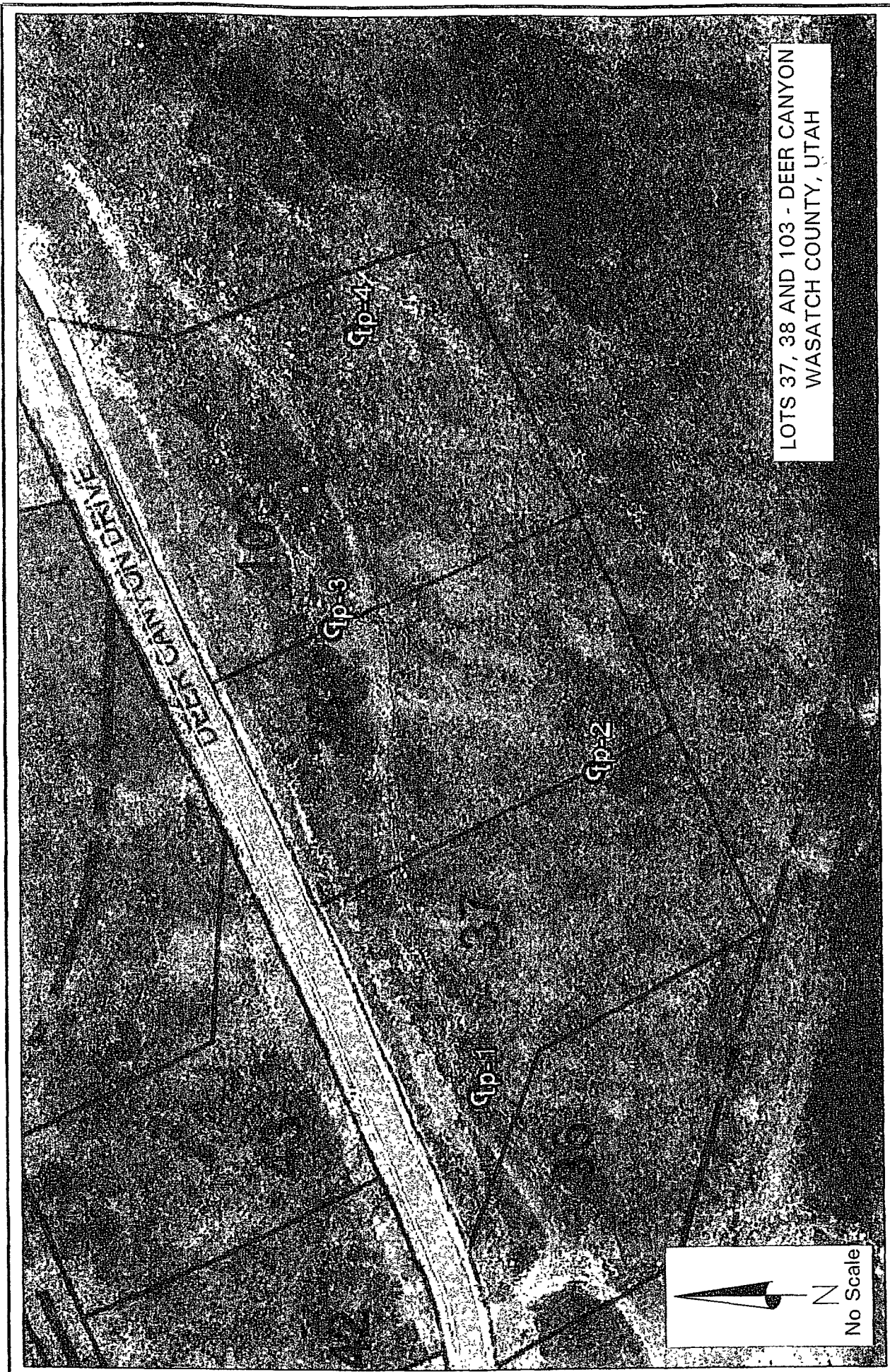
SDA/rs

REFERENCES

Anderson, L., Keaton, J., Rice, J., 1989; Liquefaction Potential, Central Utah, Park City - Heber, U.S. Geological Survey, Contract Report 94-10.

Black, B.D., Hecker, S., Hylland, M.D., Christenson, G.E., and McDonald, G.N., 2003; Quaternary fault and fold database and map of Utah; Utah Geological Survey Map 193DM.

International Building Code, 2012; International Code Council, Inc. Falls Church, Virginia.



LOTS 37, 38 AND 103 - DEER CANYON
WASATCH COUNTY, UTAH

1140758

AGEC

Locations of Test Pits

6850 64 6311 6 0256-04 up

Figure 1

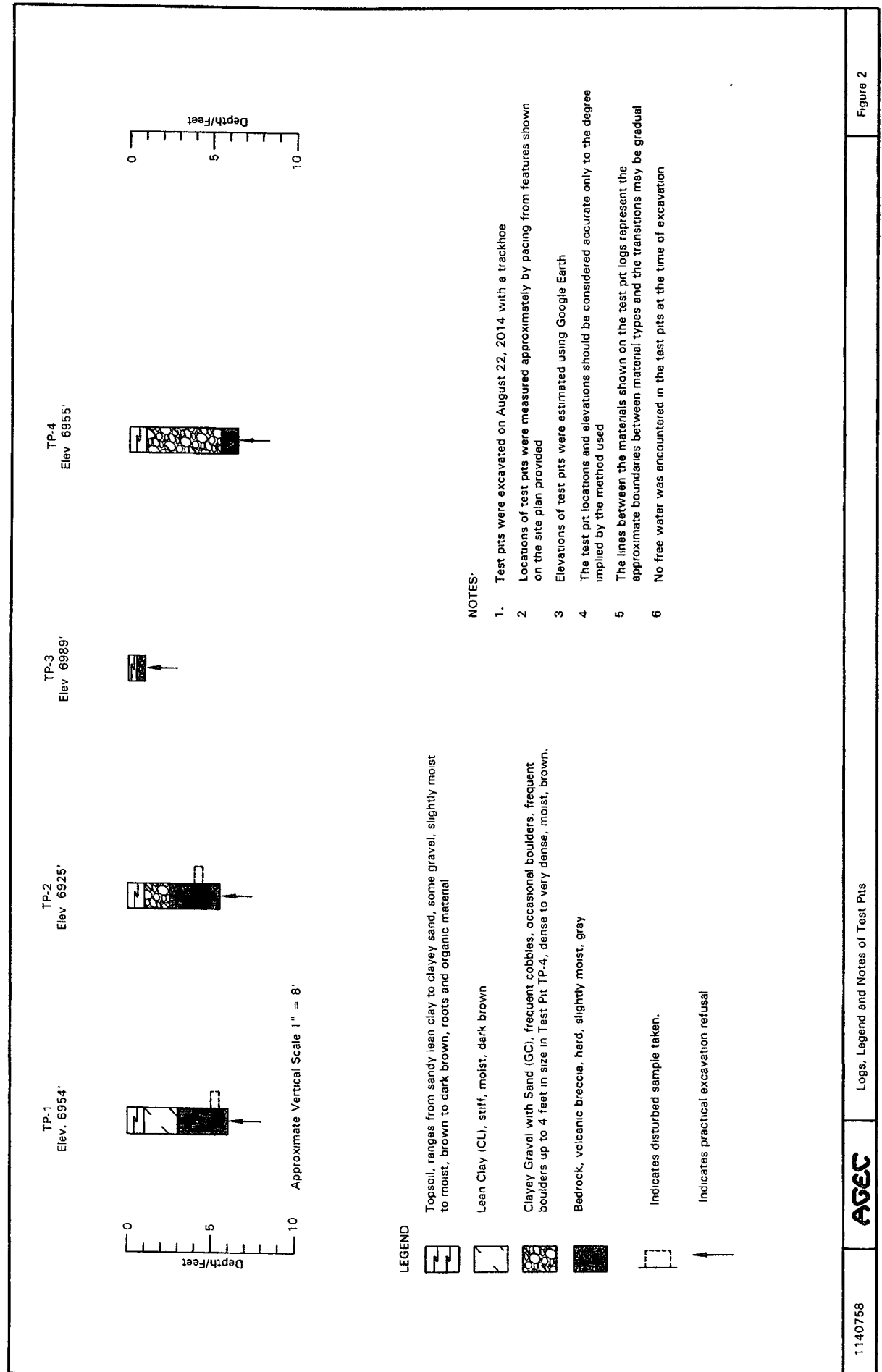


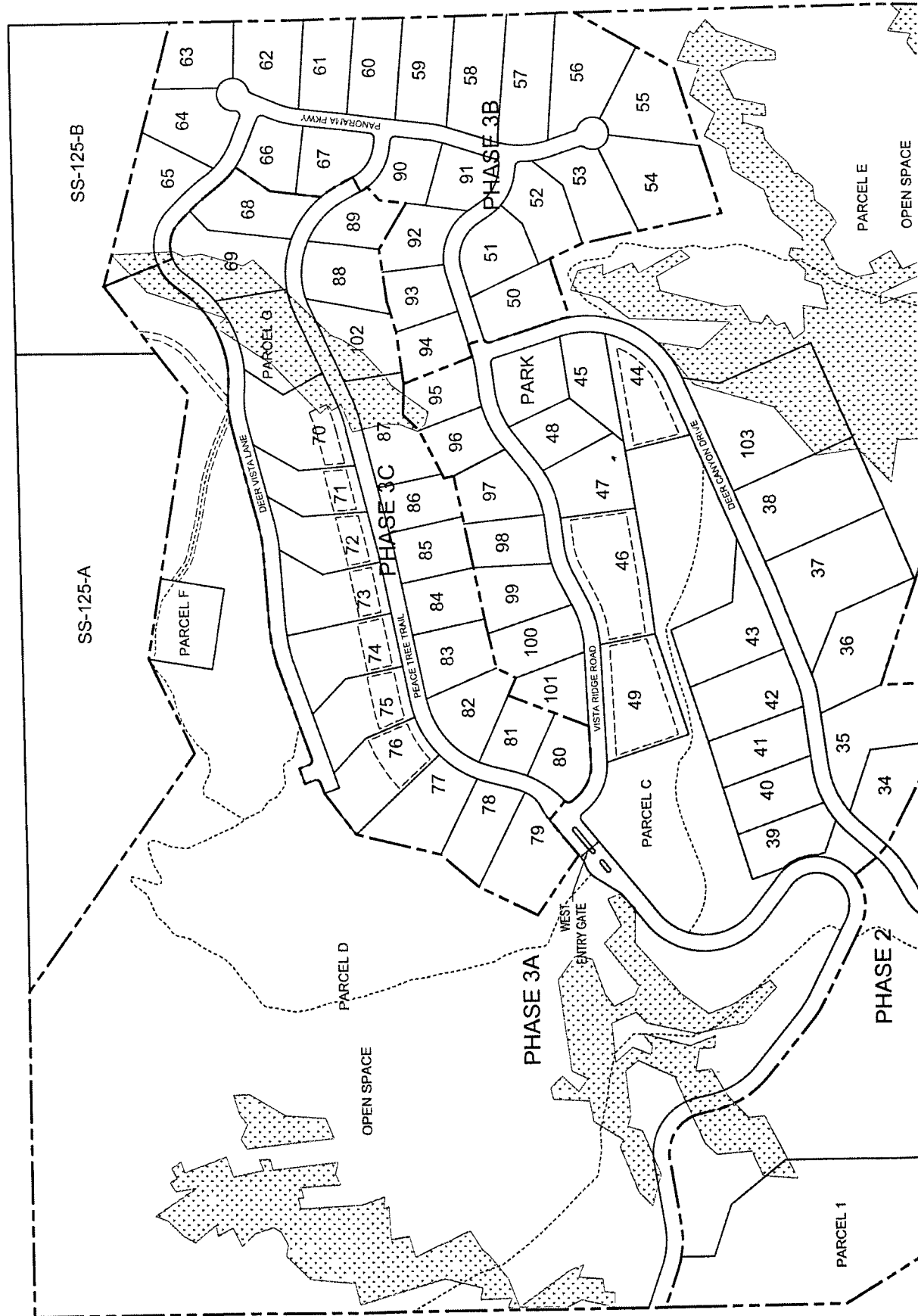
EXHIBIT C

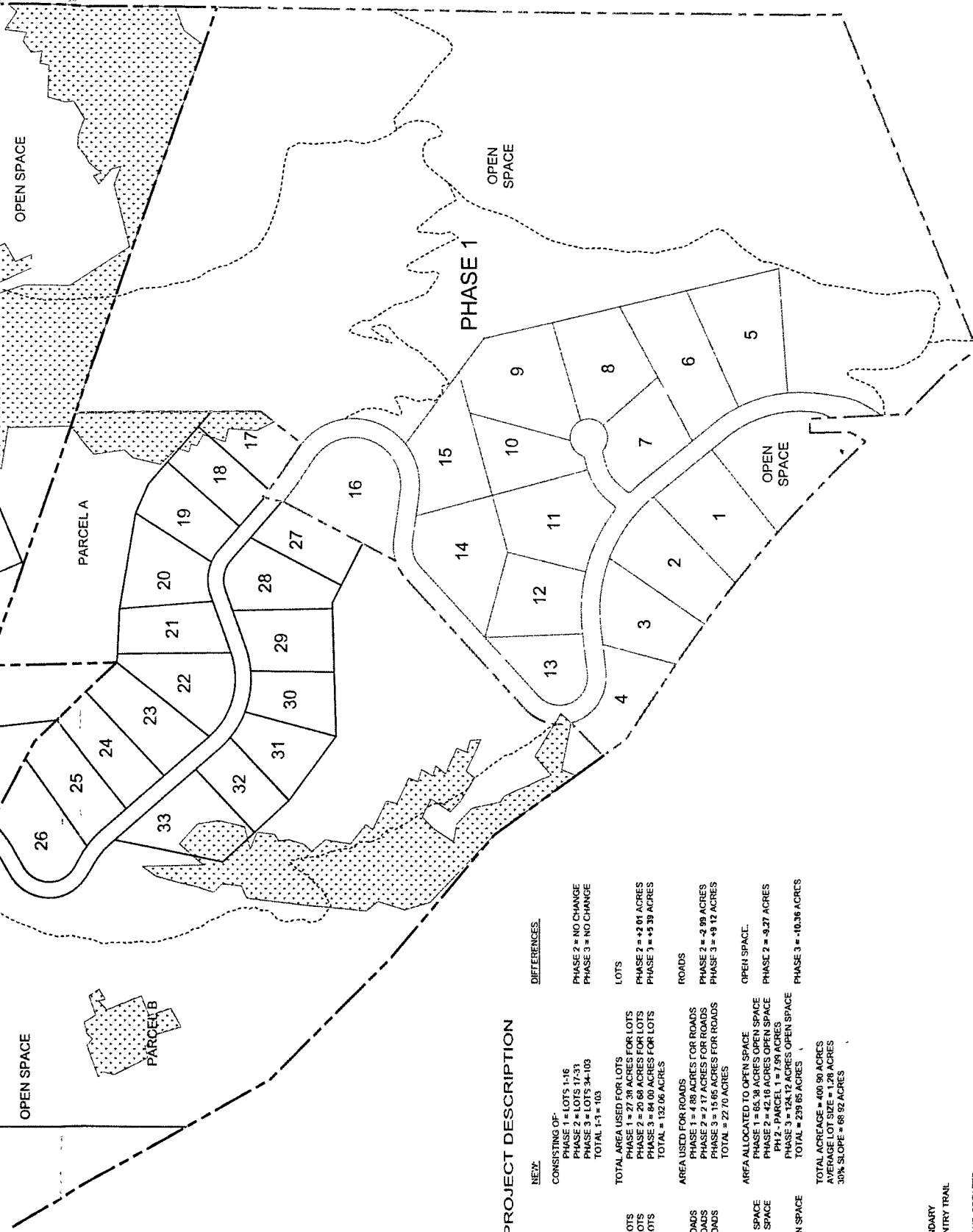
SLOPE MAP

DEER CANYON PRESERVE SLOPE MAP EXHIBIT

APRIL 2016

Ent 425568 Bk 1161 Pg 0923





PROJECT DESCRIPTION

ORIGINAL	NEW	DIFFERENCES
<p>CONSISTING OF:</p> <p>PHASE 1 = LOTS 1-16</p> <p>PHASE 2 = LOTS 17-31</p> <p>PHASE 3 = LOTS 34-103</p> <p>TOTAL 1-3 = 103</p>	<p>CONSISTING OF:</p> <p>PHASE 1 = LOTS 1-16</p> <p>PHASE 2 = LOTS 17-31</p> <p>PHASE 3 = LOTS 34-103</p> <p>TOTAL 1-3 = 103</p>	<p>PHASE 2 = NO CHANGE</p> <p>PHASE 3 = NO CHANGE</p>
<p>TOTAL AREA USED FOR LOTS</p> <p>PHASE 1 = 27.38 ACRES FOR LOTS</p> <p>PHASE 2 = 20.68 ACRES FOR LOTS</p> <p>PHASE 3 = 79.67 ACRES FOR LOTS</p> <p>TOTAL = 124.65 ACRES</p>	<p>TOTAL AREA USED FOR LOTS</p> <p>PHASE 1 = 27.38 ACRES FOR LOTS</p> <p>PHASE 2 = 20.68 ACRES FOR LOTS</p> <p>PHASE 3 = 84.00 ACRES FOR LOTS</p> <p>TOTAL = 132.06 ACRES</p>	<p>LOTS</p> <p>PHASE 2 = +2.01 ACRES</p> <p>PHASE 3 = +5.39 ACRES</p>
<p>AREA USED FOR ROADS</p> <p>PHASE 1 = 4.88 ACRES FOR ROADS</p> <p>PHASE 2 = 5.16 ACRES FOR ROADS</p> <p>PHASE 3 = 6.53 ACRES FOR ROADS</p> <p>TOTAL = 16.57 ACRES</p>	<p>AREA USED FOR ROADS</p> <p>PHASE 1 = 4.88 ACRES FOR ROADS</p> <p>PHASE 2 = 2.17 ACRES FOR ROADS</p> <p>PHASE 3 = 15.65 ACRES FOR ROADS</p> <p>TOTAL = 22.70 ACRES</p>	<p>ROADS</p> <p>PHASE 2 = -2.99 ACRES</p> <p>PHASE 3 = +9.12 ACRES</p>
<p>AREA ALLOCATED TO OPEN SPACE</p> <p>PHASE 1 = 65.38 ACRES OPEN SPACE</p> <p>PHASE 2 = 59.42 ACRES OPEN SPACE</p> <p>PHASE 3 = 134.40 ACRES OPEN SPACE</p> <p>TOTAL = 259.20 ACRES</p>	<p>AREA ALLOCATED TO OPEN SPACE</p> <p>PHASE 1 = 65.38 ACRES OPEN SPACE</p> <p>PHASE 2 = 42.18 ACRES OPEN SPACE</p> <p>PHASE 3 = 124.12 ACRES OPEN SPACE</p> <p>TOTAL = 231.68 ACRES</p>	<p>OPEN SPACE</p> <p>PHASE 2 = -4.27 ACRES</p> <p>PHASE 3 = -10.36 ACRES</p>
<p>TOTAL ACREAGE = 400.51 ACRES</p> <p>AVERAGE LOT SIZE = 1.21 ACRES</p> <p>30% SLOPE = 68.92 ACRES</p>	<p>TOTAL ACREAGE = 400.90 ACRES</p> <p>AVERAGE LOT SIZE = 1.26 ACRES</p> <p>30% SLOPE = 68.92 ACRES</p>	

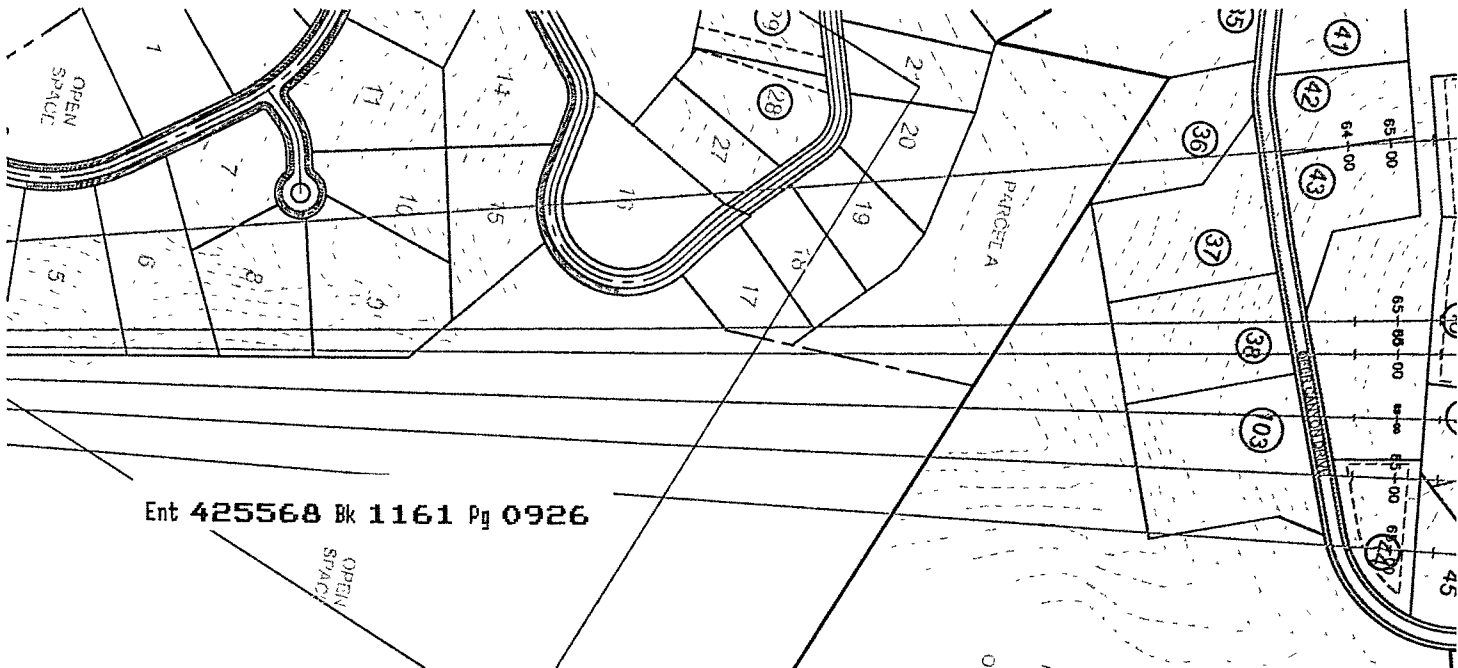
LEGEND

- LOT LINE
- PHASE BOUNDARY
- 4' BACKCOUNTRY TRAIL
- SLOPE 30% AND GREATER



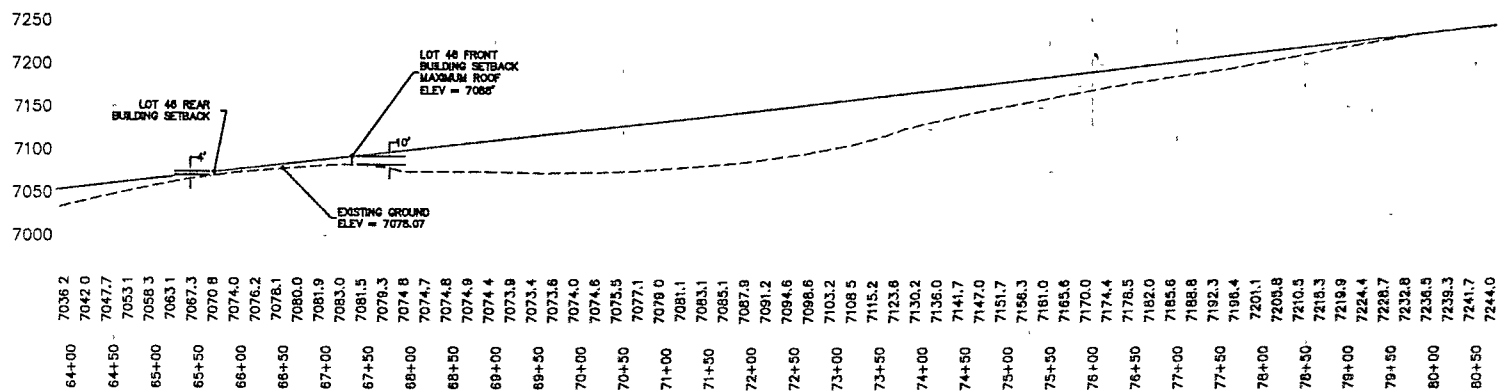
EXHIBIT D

RIDGE LINE ANALYSIS

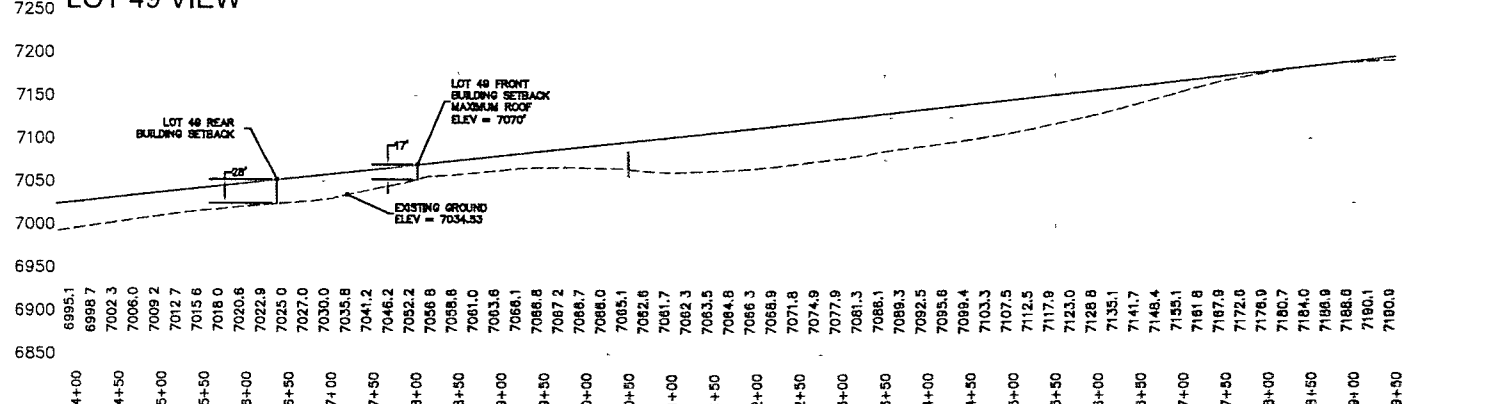


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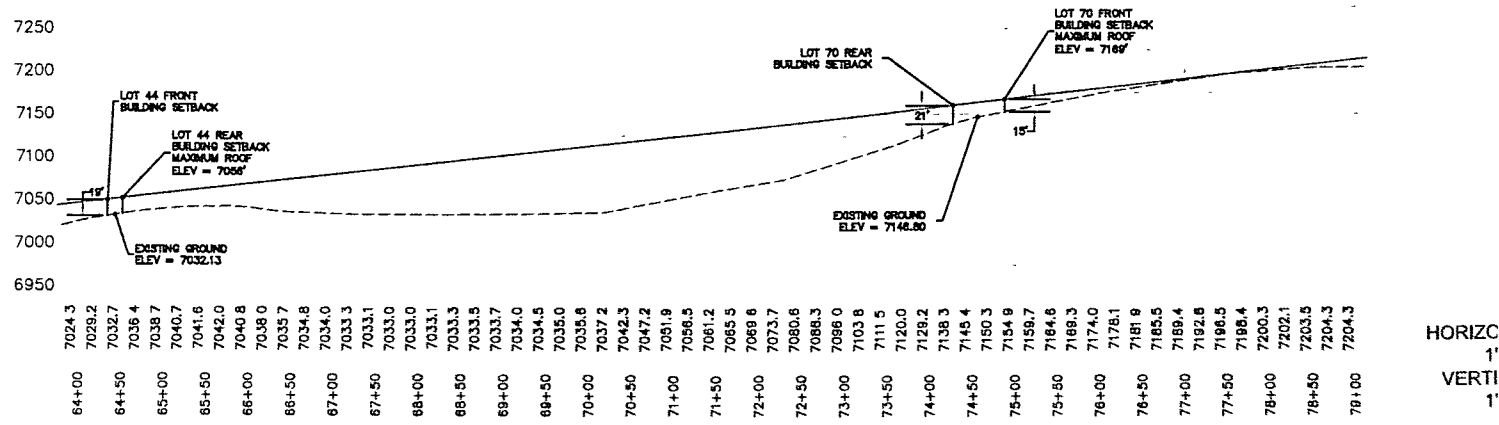
LOT 46 VIEW



LOT 49 VIEW



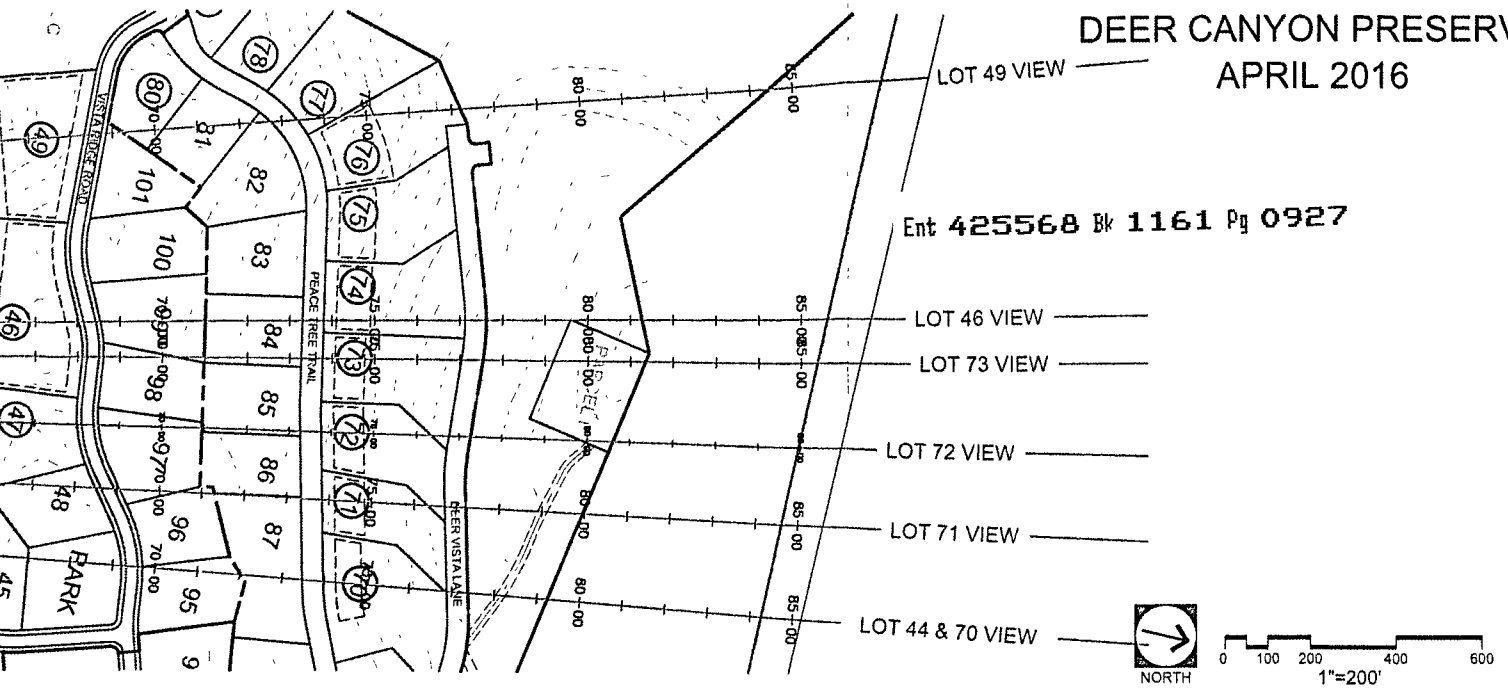
LOT 44 & 70 VIEW



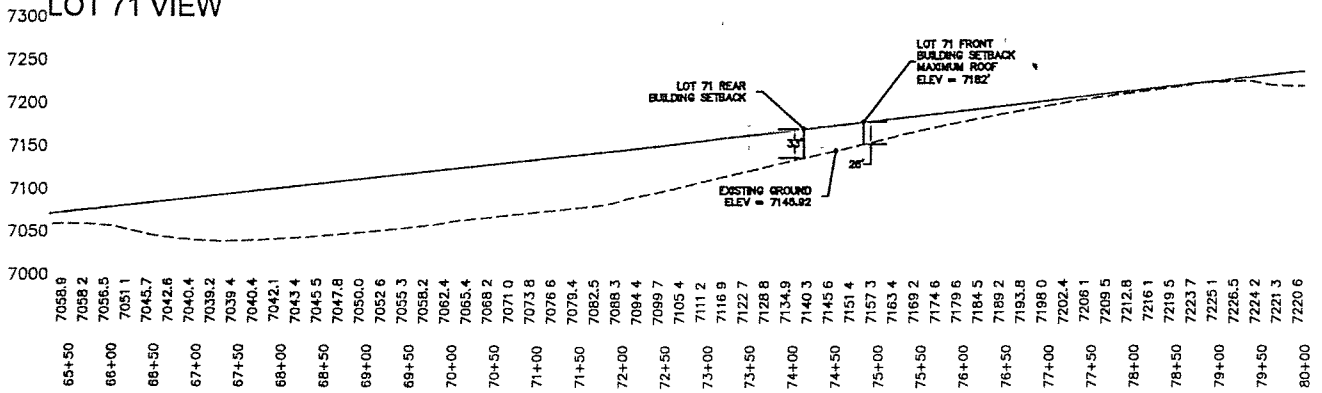
HORIZ
1'
VERTI
1'

DEER CANYON PRESERVE
APRIL 2016

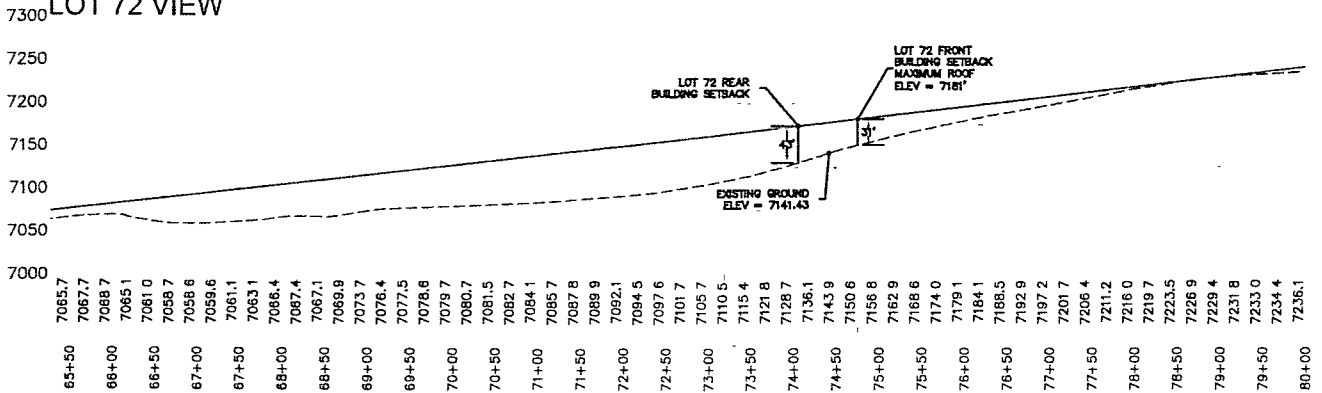
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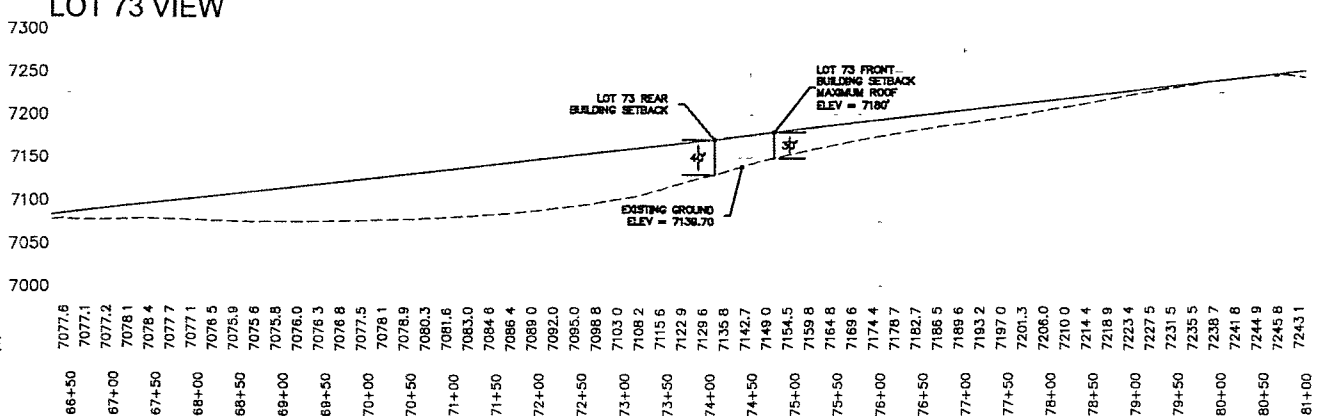
LOT 71 VIEW



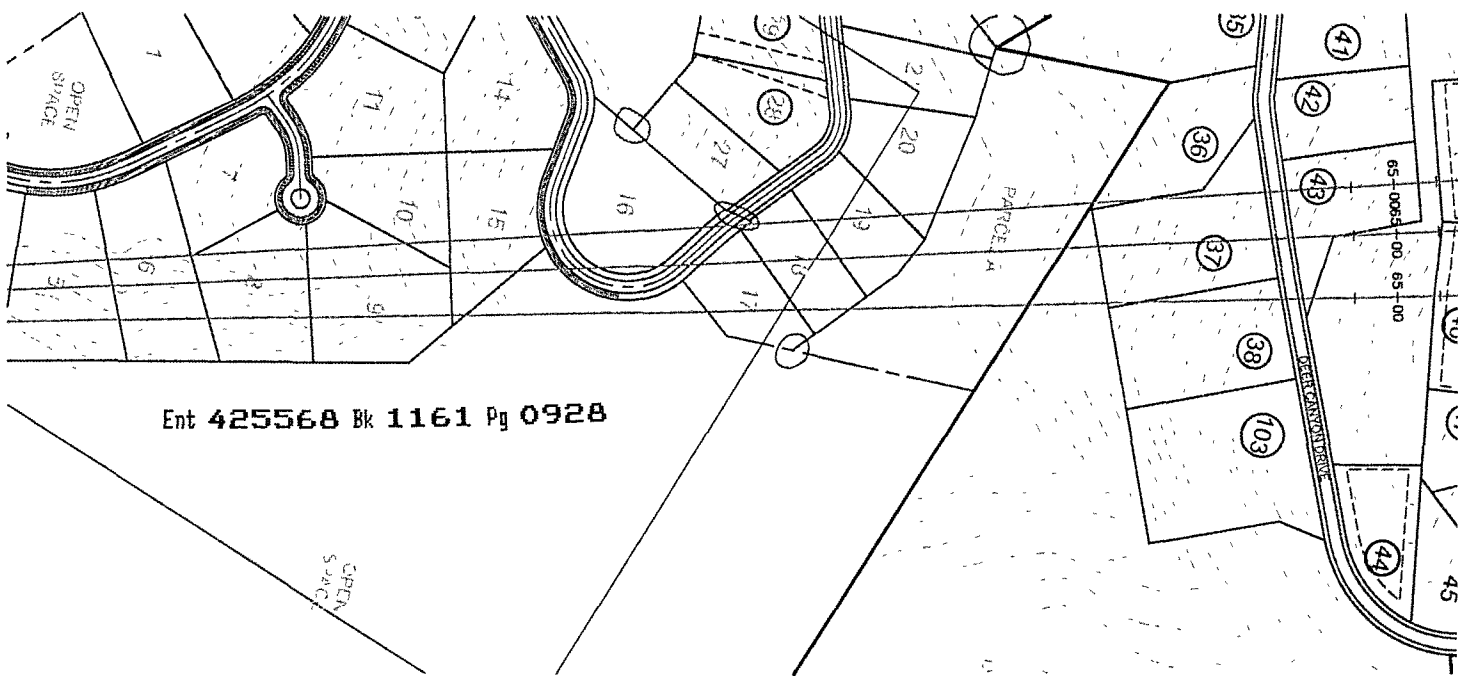
LOT 72 VIEW



LOT 73 VIEW

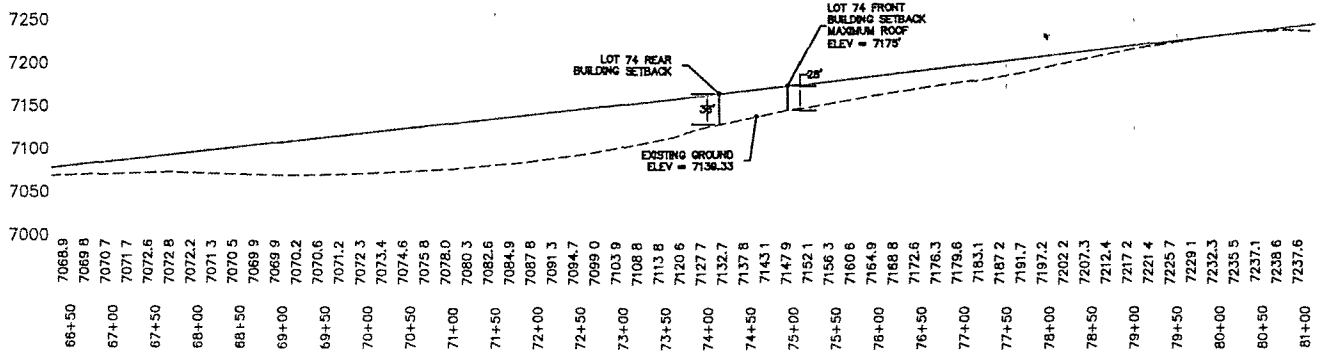


HORIZONTAL SCALE
1" = 100'
VERTICAL SCALE
1" = 100'

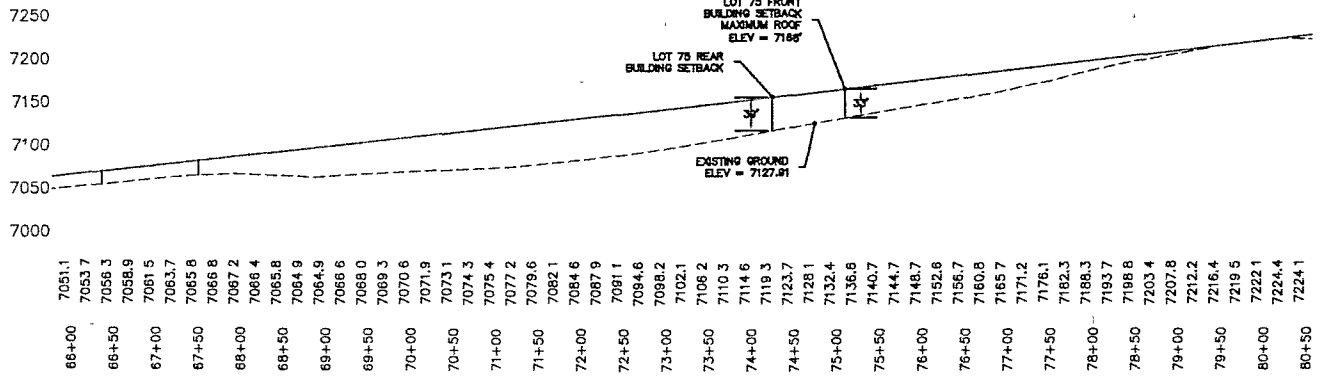


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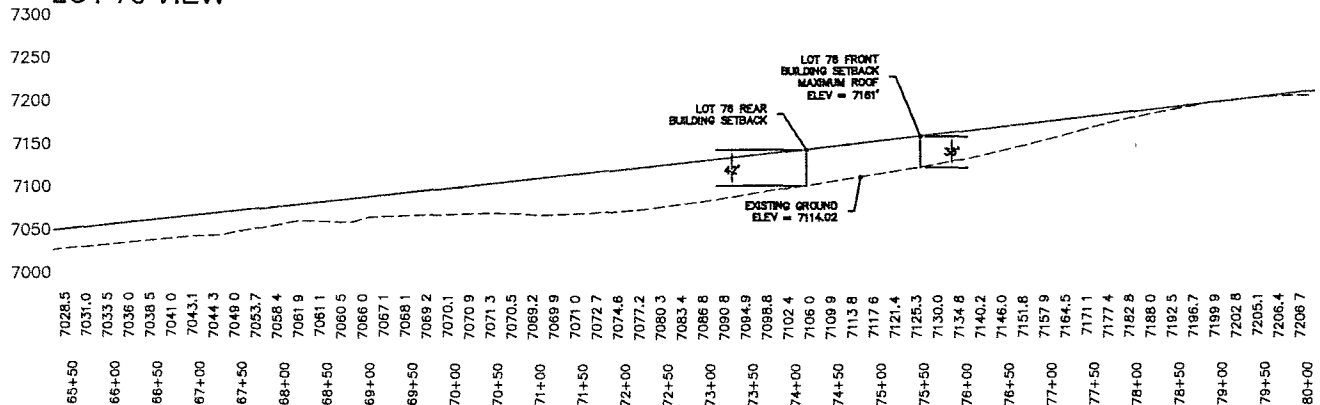
LOT 74 VIEW



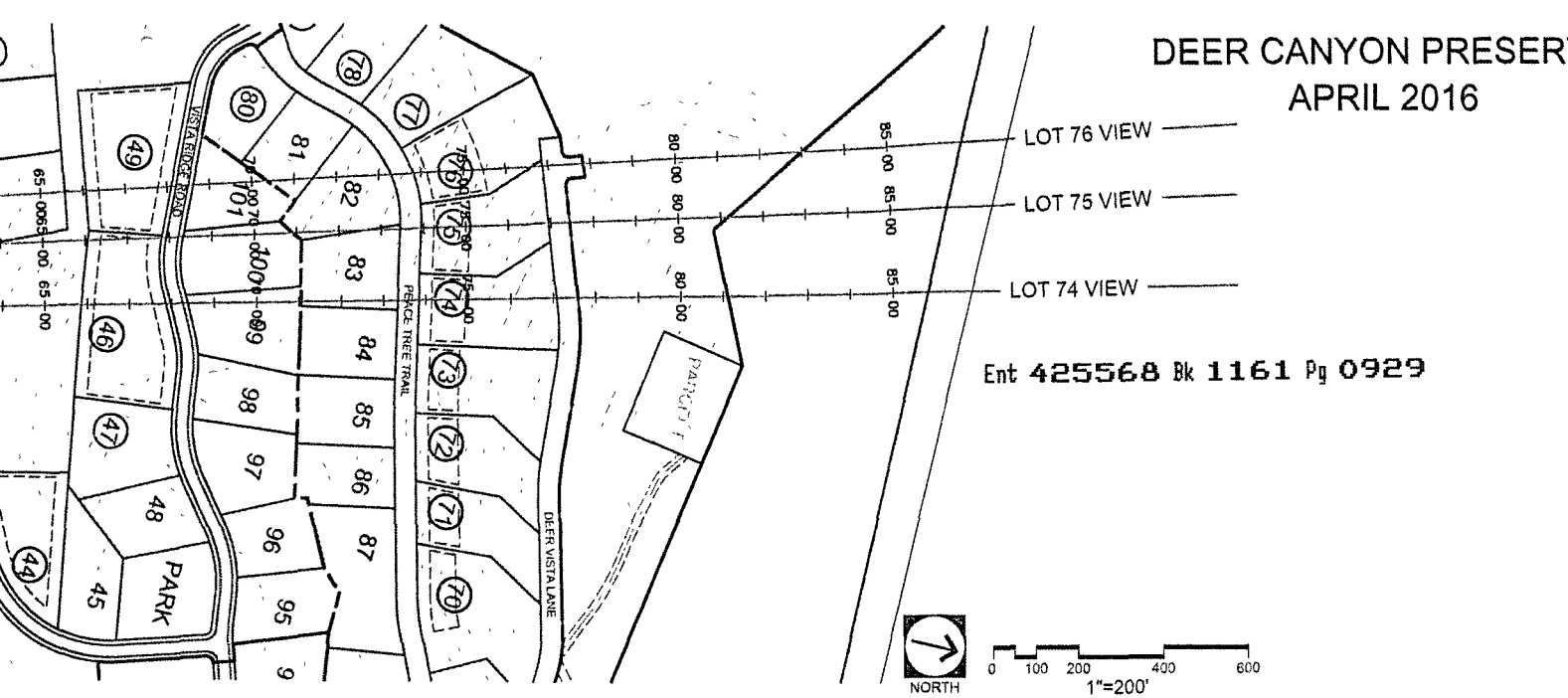
LOT 75 VIEW



LOT 76 VIEW



DEER CANYON PRESER
APRIL 2016



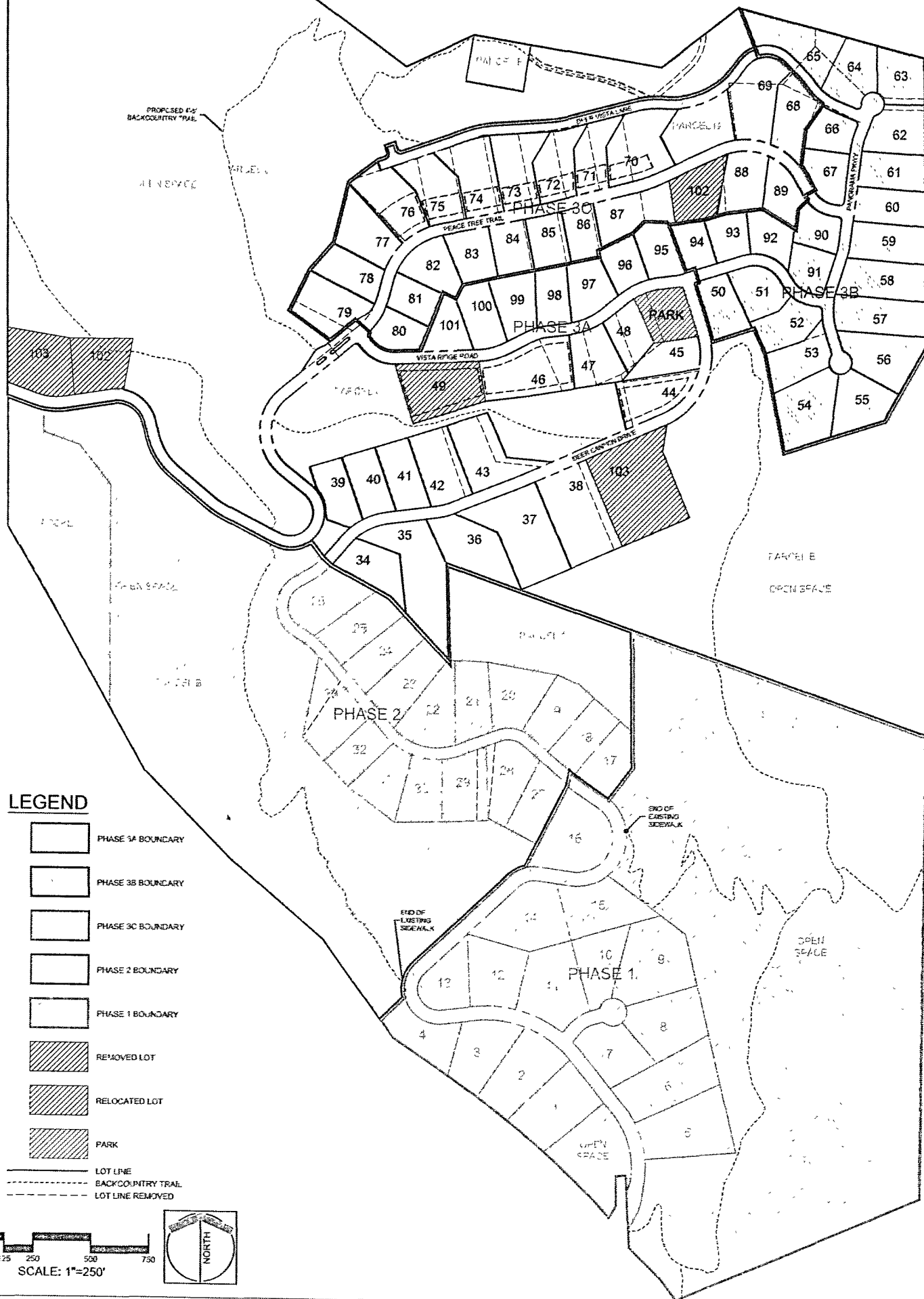
HORIZONTAL SCALE
1" = 100'
VERTICAL SCALE
1" = 100'

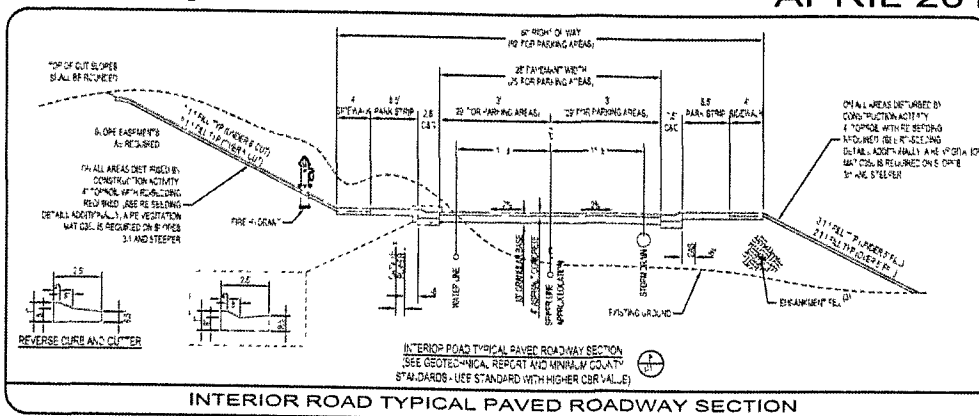
EXHIBIT E

SECTIONS AND TRAIL EXHIBIT

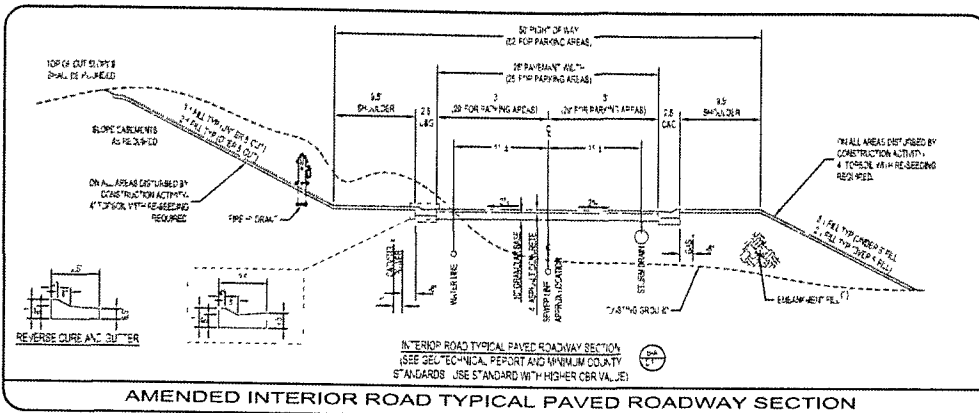
Ent 425568 Bk 1161 Pg 0932



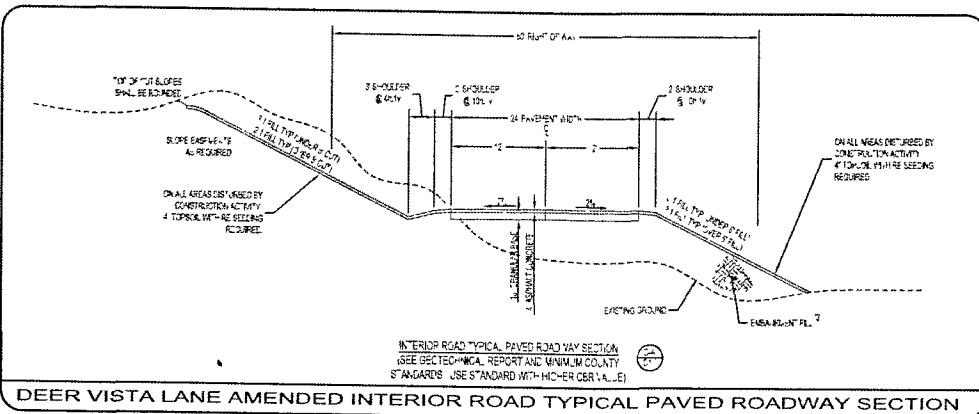




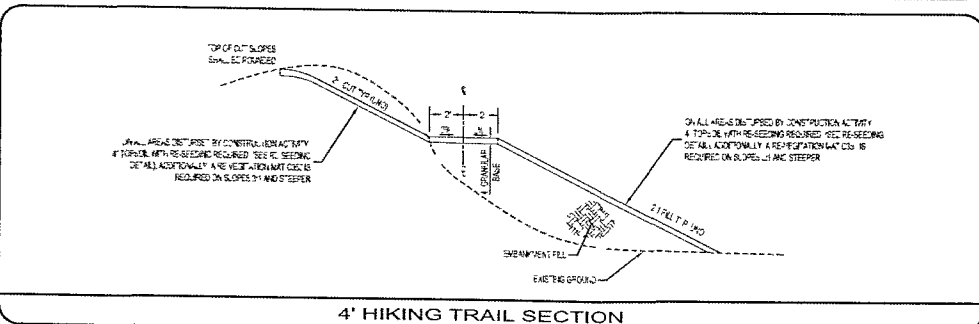
INTERIOR ROAD TYPICAL PAVED ROADWAY SECTION



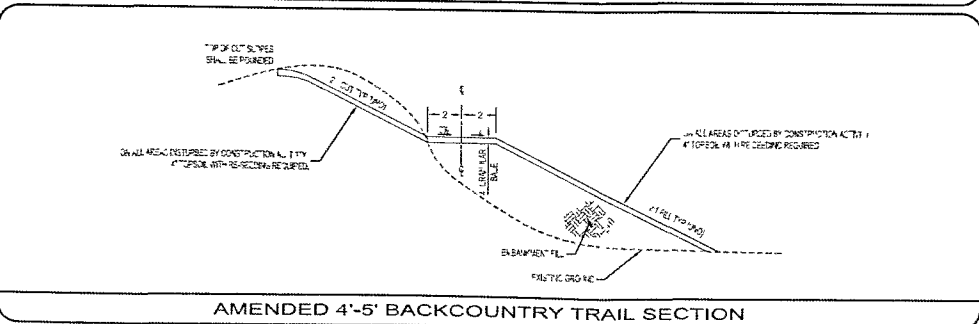
AMENDED INTERIOR ROAD TYPICAL PAVED ROADWAY SECTION



DEER VISTA LANE AMENDED INTERIOR ROAD TYPICAL PAVED ROADWAY SECTION



4' HIKING TRAIL SECTION



AMENDED 4'-5' BACKCOUNTRY TRAIL SECTION

DEER CANYON PRESERVE
AMENDED PHASE 3

MULHOLLAND
DEVELOPMENT SOLUTIONS

700 BOX 600025 430 900 700000
PARK CITY UT 84068 430 615 0000 - OFFICE
430 615 0044 - FAX

IN PERSON: 1000 N. SILVER SPRING ROAD
PARK CITY, UT 84098

email@mulhollanddevelopment.com

DATE	JUNE 24, 2014
DESIGN BY	KJM/BRC
DRAWN BY	KJM BRC
REVIEW BY	
PROJECT NO	
ISSUE	EXHIBIT
REVISIONS	
SHEET TITLE	ROAD SECTIONS & TRAIL EXHIBIT
SHEET NUMBER	01

EXHIBIT F

PUBLIC TRAIL EASEMENT

WHEN RECORDED, PLEASE RETURN TO:

PCS Development, Inc
11661 San Vicente Blvd.
Suite 910
Los Angeles, Ca 90049

Wasatch County Planning
Attention: Doug Smith
55 South 500 East
Heber City, UT 84032

PUBLIC TRAIL EASEMENT AGREEMENT

This Public Trail Easement Agreement is made and entered into as of the date of last execution below by and between Deer Vista, LLC, a Utah Limited Liability Company ("Owner"), and Wasatch County, a Utah political subdivision.

WHEREAS, Owner is the owner of real property known as Deer Vista located within Wasatch County, Utah ("Property"); and

WHEREAS, WASATCH COUNTY ("County") desires a public bicycle, equestrian and recreation trail across the Property, more particularly described on Exhibit A; and

WHEREAS, Owner has constructed a trail over a portion of the Property in the general area depicted on Exhibit B, the trail is appropriate for such recreational purposes, and the public will not be charged an entry fee to enter and use the trail further defined below; and

WHEREAS, Owner and the County have expressly relied upon the provisions and protections of the Utah Limitation of Landowner Liability-Public Recreation Act in agreeing to grant public access to the trail over a portion of the Property; and

WHEREAS, Owner and County wish to cooperatively facilitate a trail as described below.

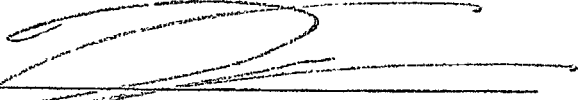
Now therefore, in consideration of Ten Dollars (\$10.00) and the mutual covenants and agreements hereof, the sufficiency and receipt of which are hereby acknowledged, Owner and the County agree as follows:

- 1 Owner grants to the County, for public use in accordance with this grant, and the Property is hereby burdened by, a perpetual easement for the sole purpose of creating and maintaining a public bicycle, equestrian and recreation trail ("Trail") over a portion of the Property, more particularly described as follows:

See attached **Exhibit A** which is specifically incorporated herein.

2. The Trail shall be unavailable to and may not be used by motorized vehicles, except for maintenance or emergency use by the County or those authorized by owner
3. The Owner and the County intend and agree that the use of the Trail over portions of Owner's Property shall be for a "Recreational purpose" as defined in Section 57-14-2 of the Utah Code Annotated, and for a "Recreational activity" as defined in Section 78B-4-509 of the Utah Code Annotated.
4. Nothing herein shall constitute the County's waiver of any portion of the Governmental Immunity Act of Utah, the Utah Limitation of Landowner Liability-Public Recreation Act, the Recreation Land Use Immunity Act or any defense arising therefrom. Parties enter this agreement in reliance on the protections of the said laws.
5. Nothing herein shall constitute the Owner's waiver of any portion of the Utah Limitation of Landowner Liability-Public Recreation Act, the Recreation Land Use Immunity Act or any defense arising therefrom. Parties enter this agreement in reliance on the protections of the said laws.
6. To the extent permitted by the Utah Constitution and the Governmental Immunity Act of Utah, the Utah Limitation of Landowner Liability—Public Recreation Act, and the Recreation Land Use Immunity Act, the County shall, within the limits of the Utah Governmental Immunity Act, defend and indemnify Owner against any liability for damage to life or property arising from public use of the easement under this agreement.
7. Deer Vista hereby grants to Wasatch County, for use of the public, in accordance with this grant, and County agrees to limit the public's use in accordance with this grant, a perpetual easement ten (10) feet in width for the Trail, and for no other use, said easement burdening the Property described on Exhibit A. Deer Vista agrees to place signs, as necessary, to enforce the limits of the easement.
8. The maintenance of the mountain trail shall be done in accordance with the amended development agreement Entry 385845 Book 1072.

DATED this 28th day of July, 2015.
Deer Vista, LLC

By: 
Paul Jennings, Owner

CORPORATE ACKNOWLEDGMENT

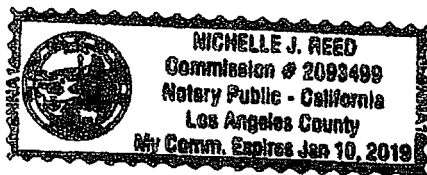
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

. ss.

COUNTY OF Los Angeles)

On this 26th day of July, 2015, personally appeared before me Paul Jennings, who being duly sworn, did say that he is the Owner of Deer Vista LLC., and acknowledged to me that the preceding agreement was signed on behalf of said corporation.




NOTARY PUBLIC)

EXHIBIT A
[Legal Descriptions]

Burdened Property:

Real property located within Wasatch County and owned by Owner in the following sections, based on the Salt Lake Base and Meridian:

Section 6, Township 2 South, Range 5 East

Trail Easement 'A' Description:

The centerline of a 10.0' wide trail easement, being 5.0' on each said of the following described centerline, lying with in Section 6, Township 2 South, Range 5 East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at a point West 1,290.06 feet and South 2,832.78 feet from said East Quarter Corner of Section 6, and a point on the westerly boundary of Deer Canyon Phase 1 and running thence North 82°15'58" East 13.80 feet; thence North 76°13'03" East 9.14 feet; thence South 88°00'38" East 10.27 feet; thence North 81°00'04" East 11.79 feet; thence North 56°39'08" East 19.25 feet; thence North 53°14'58" East 35.98 feet; thence North 26°27'06" East 23.62 feet; thence North 23°00'00" East 26.91 feet; thence North 20°31'15" East 28.41 feet; thence North 44°46'49" East 11.80 feet; thence South 87°53'15" East 9.72 feet; thence South 26°40'26" East 14.24 feet; thence South 05°22'45" East 17.94 feet; thence South 02°20'05" West 59.78 feet; thence South 05°03'38" East 63.64 feet; thence South 22°38'09" East 42.63 feet; thence South 29°17'13" East 40.91 feet; thence South 53°17'08" East 37.75 feet; thence South 66°31'56" East 53.86 feet; thence South 84°09'54" East 49.64 feet; thence South 59°38'36" East 33.78 feet; thence North 74°49'33" East 27.87 feet; thence North 50°54'04" East 24.29 feet; thence North 06°35'19" East 40.74 feet; thence North 06°39'47" West 45.83 feet; thence North 07°38'15" West 61.00 feet; thence North 05°20'11" East 50.15 feet; thence North 13°03'58" East 59.86 feet; thence North 08°39'48" East 51.22 feet; thence North 07°54'03" East 54.09 feet; thence North 27°01'52" East 78.58 feet; thence North 22°15'16" East 65.76 feet; thence North 15°04'46" East 40.37 feet; thence North 00°59'16" West 17.13 feet; thence North 34°55'40" East 71.60 feet; thence North 42°34'45" East 42.59 feet; thence North 43°22'03" East 39.14 feet; thence North 21°07'57" East 21.49 feet; thence North 14°52'23" West 18.45 feet; thence North 29°17'16" West 103.97 feet; thence North 11°20'24" West 78.00 feet; thence North 21°19'04" West 17.60 feet; thence North 06°45'59" East 58.35 feet; thence North 05°25'29" West 29.66 feet; thence North 08°54'46" East 80.04 feet; thence North 00°18'27" West 64.10 feet; thence North 12°07'25" East 52.58 feet; thence North 15°12'10" East 50.58 feet; thence North 23°21'23" East 25.83 feet; thence North 30°55'16" East 74.37 feet; thence North 27°52'46" East 55.65 feet; thence North 16°24'13" East 90.05 feet; thence North 26°36'12" East 55.02 feet; thence North 45°11'09" East 58.99 feet; thence North 38°47'26" East 31.84 feet; thence North 36°22'00" East 43.91 feet; thence North 41°06'18" East 35.82 feet; thence North 67°39'00" East 23.98 feet; thence North 89°56'24" East 31.07 feet; thence South 66°46'46" East 16.61 feet; thence South 41°28'57" East 18.45 feet; thence South 14°56'11" East 16.21 feet; thence South 18°59'40" East 19.66 feet; thence South 58°42'21" East 13.97 feet; thence North 47°59'38" East 27.23 feet; thence North 23°43'12" East 30.27 feet; thence North 05°44'03" East 32.97 feet; thence North 08°08'54" West 27.61 feet; thence North 21°28'11" West 13.68 feet; thence North 35°34'48" West 64.46 feet; thence North

21°13'16" West 46.11 feet; thence North 16°06'06" West 37.14 feet; thence North 11°13'24" East 53.87 feet; thence North 11°58'42" West 37.61 feet; thence North 00°03'37" West 24.77 feet; thence North 05°09'35" West 46.82 feet; thence North 03°37'35" East 47.46 feet; thence North 28°53'40" West 39.11 feet; thence North 77°18'24" West 56.03 feet; thence North 82°11'26" West 74.49 feet; thence North 77°09'46" West 39.27 feet; thence North 72°29'14" West 56.74 feet; thence North 67°33'29" West 45.64 feet; thence North 56°54'54" West 57.98 feet; thence North 33°30'15" West 42.78 feet; thence North 33°58'26" West 26.35 feet; thence North 26°01'54" West 44.97 feet; thence North 12°49'04" West 31.40 feet; thence North 23°41'21" West 37.37 feet; thence North 36°05'03" West 29.72 feet; thence North 19°14'41" West 40.51 feet; thence North 08°55'12" West 46.82 feet; thence North 19°15'08" West 27.00 feet; thence North 05°49'21" West 35.91 feet; thence North 03°47'42" West 38.31 feet; thence North 18°23'41" West 23.81 feet; thence North 19°06'59" West 45.88 feet; thence North 05°12'45" West 55.59 feet; thence North 01°11'58" West 55.77 feet; thence North 08°39'01" West 46.42 feet; thence North 00°22'34" West 50.26 feet; thence North 02°37'24" West 37.20 feet; thence North 09°24'52" East 53.93 feet; thence North 14°40'09" East 31.64 feet; thence North 16°18'33" East 53.15 feet; thence North 05°18'59" East 32.57 feet; thence North 22°17'24" East 39.39 feet; thence North 16°03'23" East 40.97 feet; thence North 18°48'24" East 48.89 feet; thence North 24°43'28" East 26.47 feet; thence North 38°09'39" East 26.90 feet; thence North 37°46'39" East 22.16 feet; thence North 27°35'10" East 26.30 feet; thence North 33°16'04" East 19.18 feet; thence North 29°22'44" East 24.27 feet; thence North 21.50 feet; thence North 02°01'57" West 16.77 feet; thence North 11°04'36" East 21.54 feet; thence North 30°42'46" East 23.31 feet; thence North 23°44'52" East 35.05 feet; thence North 13°17'02" East 28.84 feet; thence North 21°35'44" East 36.83 feet; thence North 03°12'20" East 29.21 feet; thence North 10°58'27" West 29.30 feet; thence North 07°42'52" West 24.99 feet; thence North 08°25'08" West 20.99 feet; thence North 05°53'59" East 18.70 feet; thence North 17°27'12" East 26.73 feet; thence North 01°25'24" West 23.34 feet; thence North 16°20'45" West 22.75 feet; thence North 01°03'29" East 28.44 feet; thence North 00°49'30" West 41.53 feet; thence North 10°04'21" East 36.27 feet; thence North 11°48'03" East 53.98 feet; thence North 01°32'15" East 29.88 feet; thence North 36°22'48" West 13.11 feet; thence North 55°50'08" West 37.57 feet; thence North 20°52'54" West 13.26 feet; thence North 06°36'50" West 26.07 feet; thence North 05°56'05" West 49.11 feet; thence North 27°48'49" West 39.45 feet; thence North 61°31'00" West 25.28 feet; thence South 64°25'23" West 49.96 feet; thence South 46°21'29" West 54.89 feet; thence South 29°56'40" West 45.37 feet; thence South 42°42'25" West 44.48 feet to the easterly Right-of-Way of Deer Canyon Drive from which at the Point of Terminus.

Trail Easement 'B' Description:

The centerline of a 10.0' wide trail easement, being 5.0' on each said of the following described centerline, lying with in Section 6, Township 2 South, Range 5 East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at a point West 1,059.06 feet and South 2,972.28 feet from said East Quarter Corner of Section 6, and a point on the centerline of Trail Easement 'A' and running thence South 03°45'50" West 19.96 feet; thence South 12°54'10" East 26.17 feet; thence South 08°52'48" East 16.23 feet; thence South 03°28'33" West 22.28 feet; thence South 03°50'45" West 32.88 feet; thence South 00°55'41" East 18.21 feet; thence South 09°33'51" East 7.79 feet to the southeasterly boundary of Deer Canyon Phase 1 from which at the Point of Terminus.

Trail Easement 'C' Description:

The centerline of a 10.0' wide trail easement, being 5.0' on each said of the following described centerline, lying with in Section 6, Township 2 South, Range 5 East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at a point West 2,265.30 feet and South 1,799.60 feet from said East Quarter Corner of Section 6, and a point on the westerly boundary of Deer Canyon Phase 1 and running thence North 10°50'05" West 23.60 feet; thence North 23°54'14" West 17.13 feet; thence North 43°33'20" West 36.69 feet; thence North 03°40'50" West 8.76 feet; thence North 42°15'40" West 33.44 feet; thence North 29°58'03" West 17.26 feet; thence North 27°44'22" West 23.87 feet; thence North 39°02'18" West 22.48 feet; thence North 14°19'27" West 27.08 feet; thence North 38°28'08" West 21.41 feet; thence North 32°40'56" West 29.85 feet; thence North 40°16'47" West 12.89 feet; thence North 41°30'47" West 18.02 feet; thence North 33°23'19" West 12.65 feet; thence North 33°59'42" West 22.83 feet; thence North 17°46'56" West 4.58 feet; thence North 54°07'31" West 9.94 feet; thence North 77°36'39" West 5.12 feet; thence North 61°43'21" West 17.64 feet; thence North 48°01'26" West 20.17 feet; thence North 29°08'12" West 19.99 feet; thence North 28°13'09" West 18.19 feet; thence North 33°22'50" West 28.81 feet; thence North 16°10'57" West 15.92 feet; thence North 09°31'44" East 13.30 feet; thence North 28°49'24" West 4.60 feet; thence North 13°06'50" West 17.19 feet; thence North 35°30'48" West 21.04 feet; thence North 53°29'34" West 15.89 feet; thence North 31°53'53" West 32.62 feet; thence North 34°37'00" West 23.00 feet; thence North 26°25'26" West 26.86 feet; thence North 42°42'37" West 6.94 feet; thence North 29°34'09" West 16.33 feet; thence North 20°20'07" East 16.71 feet; thence North 41°01'17" West 37.68 feet; thence North 65°37'13" West 7.00 feet; thence North 26°26'36" West 18.73 feet; thence North 18°08'53" West 16.10 feet; thence North 00°03'00" West 30.98 feet; thence North 32°10'21" West 27.12 feet; thence North 32°37'26" West 15.98 feet; thence North 02°14'32" East 13.88 feet; thence North 07°09'49" West 17.99 feet; thence North 17°24'08" West 21.37 feet; thence North 16°02'34" West 23.14 feet; thence North 21°51'48" West 8.25 feet; thence North 32°27'58" West 15.53 feet; thence North 02°17'03" West 13.85 feet; thence North 02°46'30" East 10.95 feet; thence North 04°15'59" West 18.66 feet; thence North 38°13'44" West 15.74 feet; thence North 82°56'13" East 8.95 feet; thence North 20°22'26" West 14.40 feet; thence North 37°20'06" West 5.03 feet; thence North 01°13'43" West 13.48 feet; thence North 19°32'39" West 5.80 feet; thence North 61°19'55" West 3.81 feet; thence South 43°20'59" West 4.03 feet; thence South 45°26'05" West 15.57 feet; thence South 40°29'33" West 19.21 feet; thence South 30°56'10" West 30.18 feet; thence South 43°25'47" West 26.60 feet; thence South 46°47'29" West 23.98 feet; thence South 40°30'00" West 23.04 feet; thence South 62°42'00" West 31.84 feet; thence South 57°33'14" West 19.73 feet; thence North 54°34'04" West 35.79 feet; thence North 51°12'59" West 17.44 feet; thence North 23°58'22" West 17.14 feet; thence North 13°59'55" West 20.65 feet; thence North 27°13'26" East 25.43 feet; thence North 09°22'19" West 15.51 feet; thence North 02°41'33" West 12.05 feet; thence North 15°20'46" West 24.16 feet; thence North 14°01'50" East 31.94 feet; thence North 50°42'29" East 13.27 feet; thence North 46°30'20" East 9.55 feet; thence North 40°21'14" East 16.25 feet; thence North 01°00'11" East 30.62 feet; thence North 36°27'53" East 17.71 feet; thence North 20°02'09" West 17.84 feet; thence North 14°12'53" East 12.39 feet; thence North 02°06'18" West 15.68 feet; thence North 22°54'20" West 22.15 feet; thence North 11°24'29" West 19.72 feet; thence North 29°46'39" West 23.50 feet; thence North 27°35'39" West 22.18 feet; thence North 16°33'43" West 22.43 feet; thence North 40°28'50" West 20.11 feet; thence North

33°39'50" West 17.06 feet; thence North 18°02'48" West 5.36 feet; thence North 08°55'22" West 18.08 feet; thence North 38°04'35" West 17.11 feet; thence North 19°26'52" West 30.93 feet; thence North 21°41'30" West 18.04 feet; thence North 07°23'42" West 23.88 feet; thence North 23°34'23" West 13.92 feet; thence North 13°17'36" West 20.59 feet; thence North 07°10'36" West 24.60 feet; thence North 11°38'13" East 21.96 feet; thence North 06°14'03" West 23.10 feet; thence North 08°07'44" West 21.72 feet; thence North 02°49'38" East 27.35 feet; thence North 00°03'01" West 27.34 feet; thence North 10°40'43" West 25.57 feet; thence North 22°53'01" East 35.63 feet; thence North 08°05'36" East 48.97 feet; thence North 15°14'42" East 20.02 feet; thence North 02°42'14" West 30.27 feet; thence North 02°13'40" West 21.89 feet; thence North 16°33'44" East 17.49 feet; thence North 08°06'27" East 11.79 feet; thence North 15°37'54" East 14.37 feet; thence North 25°35'51" East 23.04 feet; thence North 24°48'58" East 18.48 feet; thence North 18°30'05" East 13.08 feet; thence North 20°07'56" East 33.78 feet; thence North 24°33'04" East 16.03 feet; thence North 28°16'15" East 16.96 feet; thence North 22°25'23" East 13.03 feet; thence North 39°13'28" East 12.71 feet; thence North 25°25'35" East 9.68 feet; thence North 37°17'47" East 16.95 feet; thence North 42°29'49" East 11.90 feet; thence North 31°39'53" East 13.71 feet; thence North 38°24'56" East 10.69 feet; thence North 07°22'58" East 17.28 feet; thence North 19°43'34" West 12.36 feet; thence North 14°20'53" West 9.05 feet; thence North 26°59'10" West 9.80 feet; thence North 36°21'46" West 12.65 feet; thence North 28°31'16" West 11.61 feet; thence North 34°09'38" West 3.99 feet; thence North 11°17'21" West 7.04 feet; thence North 23°32'24" East 3.76 feet to the northeasterly boundary of Deer Vista Phase 2 from which at the Point of Terminus.

Trail Easement 'D' Description:

The centerline of a 10.0' wide trail easement, being 5.0' on each said of the following described centerline, lying with in Section 6, Township 2 South, Range 5 East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at a point West 1,305.02 feet and South 1,112.03 feet from said East Quarter Corner of Section 6, and a point on the easterly Right-of-Way of Deer Canyon Drive running thence South 41°14'42" East 11.91 feet; thence South 26°35'59" East 11.81 feet; thence South 22°35'24" East 13.03 feet; thence South 25°47'04" East 31.94 feet; thence South 01°59'22" East 16.42 feet; thence South 06°28'22" East 15.03 feet; thence South 08°18'19" West 21.00 feet; thence South 10°07'48" West 12.60 feet; thence South 23°11'28" West 21.82 feet; thence South 19°24'57" West 10.82 feet; thence South 17°59'56" West 10.72 feet; thence South 08°38'31" West 7.39 feet; thence South 29°47'14" East 6.72 feet; thence South 75°32'33" East 5.74 feet; thence North 68°43'38" East 8.03 feet; thence North 65°47'12" East 11.57 feet; thence North 67°33'07" East 10.50 feet; thence North 56°05'34" East 17.70 feet; thence South 78°21'31" East 5.39 feet; thence South 13°23'23" East 12.00 feet; thence South 00°02'57" East 11.67 feet; thence South 14°55'20" West 27.92 feet; thence South 23°48'03" West 12.35 feet; thence South 11°13'25" West 15.61 feet; thence South 14°09'20" East 28.54 feet; thence South 00°01'53" East 1.83 feet; thence South 14°11'17" West 22.17 feet; thence South 53°09'18" East 36.88 feet; thence North 89°09'17" East 18.41 feet; thence South 16°52'49" East 19.02 feet; thence South 53°09'18" East 4.97 feet; thence North 55°30'29" East 11.72 feet; thence North 50°55'11" East 21.43 feet; thence North 45°33'14" East 21.36 feet; thence North 47°34'59" East 31.91 feet; thence North 22°02'28" East 12.56 feet; thence North 46°54'46" East 11.78 feet; thence North 48°46'23" East 27.65 feet; thence North 21°39'48" East 16.48 feet; thence North 29°47'53" East 25.64 feet; thence North 40°19'42" East 24.41 feet; thence North 30°30'44" East 16.93 feet;

thence North 56°52'40" East 3.30 feet; thence North 68°43'04" East 5.06 feet; thence North 44°20'28" East 14.27 feet; thence North 52°03'31" East 19.01 feet; thence North 19°34'49" East 24.78 feet; thence North 15°14'32" West 32.83 feet; thence North 47°49'33" West 6.00 feet; thence South 33°35'02" West 83.18 feet; thence North 12°19'33" East 29.84 feet; thence North 17°01'27" East 39.66 feet; thence North 08°30'15" West 13.27 feet; thence North 18°27'44" East 60.34 feet; thence South 57°07'22" East 22.81 feet; thence South 28°11'26" East 34.72 feet; thence South 00°45'00" East 22.69 feet; thence South 32°19'04" East 95.13 feet; thence South 14°17'42" East 49.63 feet; thence South 26°55'55" East 30.66 feet; thence South 21°12'09" East 26.17 feet; thence South 54°27'06" East 56.99 feet; thence South 62°44'00" East 17.49 feet; thence North 36°26'00" East 15.88 feet; thence North 12°56'23" West 22.43 feet; thence North 00°30'22" East 28.42 feet; thence North 12°12'45" East 36.57 feet; thence North 74°44'55" East 15.26 feet; thence South 29°58'30" East 53.39 feet; thence South 30°01'42" East 52.19 feet; thence South 25°45'23" East 81.30 feet; thence North 35°37'53" East 31.86 feet; thence North 13°15'18" West 30.34 feet; thence North 04°54'03" East 70.58 feet; thence North 09°12'59" East 5.17 feet; thence North 84°46'53" East 12.26 feet; thence South 30°31'24" East 13.12 feet; thence South 40°10'59" East 75.79 feet; thence South 30°32'10" East 65.11 feet; thence North 63°34'52" East 60.44 feet to a point on the centerline of Trail Easement 'A' from which at the Point of Terminus.

Trail Easement 'E' Description:

The centerline of a 10.0' wide trail easement, being 5.0' on each said of the following described centerline, lying with in Section 6, Township 2 South, Range 5 East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at a point West 390.53 feet and South 1,275.98 feet from said East Quarter Corner of Section 6, and a point on the centerline of Trail Easement 'A' and running thence North 72°24'37" East 34.06 feet; thence South 49°24'13" East 34.16 feet; thence South 47°36'27" East 69.24 feet; thence South 54°45'45" East 83.48 feet; thence South 45°00'18" East 54.50 feet; thence South 45°47'23" East 38.26 feet; thence South 70°54'34" East 20.39 feet; thence North 54°38'32" East 28.17 feet; thence North 30°30'52" East 48.17 feet; thence North 24°54'59" East 160.96 feet to the easterly boundary line of Deer Canyon Phase 1 from which at the Point of Terminus.

Trail Easement 'F' Description:

The centerline of a 10.0' wide trail easement, being 5.0' on each said of the following described centerline, lying with in Section 6, Township 2 South, Range 5 East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at a point West 2,845.37 feet and North 169.38 feet from said East Quarter Corner of Section 6, and a point on the northerly Right-of-Way of Peace Tree Trail and running thence North 28°37'23" East 19.39 feet; thence North 19°59'33" East 18.04 feet; thence North 21°48'42" West 24.90 feet; thence North 37°35'59" West 13.73 feet; thence North 33°26'56" West 22.68 feet; thence North 42°52'53" West 75.49 feet; thence North 40°22'01" West 87.46 feet; thence North 43°10'13" West 86.85 feet; thence North 46°35'13" West 78.35 feet; thence

North 37°38'07" West 82.77 feet; thence North 21°04'57" West 78.84 feet; thence North 05°21'45" East 99.91 feet; thence North 01°18'10" East 81.99 feet; thence North 44°29'41" West 83.19 feet; thence North 76°58'57" West 75.74 feet; thence North 81°57'42" West 82.65 feet; thence North 75°11'05" West 80.93 feet; thence South 87°40'18" West 63.85 feet; thence North 80°50'14" West 79.52 feet; thence North 43°33'41" West 79.37 feet; thence North 44°21'58" West 167.55 feet; thence North 39°37'40" West 83.16 feet; thence North 37°41'13" West 69.95 feet; thence North 19°49'59" West 77.04 feet; thence North 27°54'06" West 90.25 feet; thence North 30°11'26" West 76.23 feet; thence North 29°49'16" West 75.88 feet to the westerly boundary of Deer Vista Phase 3A from which at the Point of Terminus.

Trail Easement 'G' Description:

The centerline of a 10.0' wide trail easement, being 5.0' on each said of the following described centerline, lying with in Section 6, Township 2 South, Range 5 East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at a point West 2,843.09 feet and North 639.95 feet from said East Quarter Corner of Section 6, and a point on the easterly Right-of-Way of Peace Tree Trail running thence South 54°31'14" East 36.17 feet; thence South 58°31'44" East 29.12 feet; thence South 68°47'28" East 33.40 feet; thence South 79°17'40" East 27.77 feet; thence South 88°20'26" East 34.32 feet; thence North 79°45'08" East 31.54 feet; thence North 72°10'04" East 32.12 feet; thence North 69°19'06" East 145.34 feet; thence North 74°04'24" East 69.52 feet; thence North 87°46'34" East 39.19 feet; thence South 81°08'05" East 74.24 feet; thence South 51°55'48" East 55.66 feet; thence South 76°16'56" East 40.21 feet; thence North 80°24'57" East 90.61 feet; thence North 72°22'26" East 107.86 feet; thence North 75°55'45" East 104.67 feet; thence North 82°09'41" East 34.69 feet; thence South 63°48'51" East 107.38 feet; thence South 67°06'17" East 67.84 feet; thence South 72°55'27" East 78.74 feet; thence South 80°23'38" East 91.87 feet; thence South 84°37'11" East 92.90 feet; thence South 87°20'17" East 85.65 feet to the northwesterly Right-of-Way of Deer Canyon Drive from which at the Point of Terminus.

Trail Easement 'H' Description:

The centerline of a 10.0' wide trail easement, being 5.0' on each said of the following described centerline, lying with in Section 6, Township 2 South, Range 5 East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at a point West 2,658.74 feet and North 939.67 feet from said East Quarter Corner of Section 6, and a point on the northwesterly Right-of-Way of Peace Tree Trail and running thence North 46°52'01" West 105.09 feet; thence North 54°01'21" West 30.64 feet; thence North 66°19'13" West 55.87 feet; thence North 65°43'25" West 63.72 feet; thence North 38°40'27" West 12.18 feet; thence North 06°13'45" West 70.17 feet; thence North 19°19'56" West 57.33 feet; thence North 30°33'46" West 35.51 feet; thence North 12°17'29" West 64.12 feet; thence North 15°31'30" West 29.12 feet; thence North 10°49'57" West 41.53 feet; thence North 08°42'32" West 22.12 feet; thence North 11°41'42" West 31.61 feet; thence North 12°42'23" West 35.46 feet; thence North 06°53'07" West 39.65 feet; thence North 20°24'21" West 29.51

feet; thence North 21°34'27" West 21.93 feet; thence North 17°38'51" West 41.29 feet; thence North 14°33'26" West 38.76 feet; thence North 20°13'50" West 22.52 feet; thence North 11°37'08" West 49.81 feet; thence North 15°18'54" West 14.75 feet; thence North 03°44'39" West 21.54 feet; thence North 08°18'26" West 15.46 feet; thence North 14°51'52" West 18.45 feet; thence North 19°21'28" West 24.33 feet; thence North 18°23'17" West 23.81 feet; thence North 11°11'34" West 33.02 feet; thence North 06°21'58" West 20.19 feet; thence North 10°06'13" East 31.46 feet; thence North 12°37'07" East 22.76 feet; thence North 09°32'08" East 19.98 feet; thence North 07°10'43" East 15.42 feet; thence North 24°50'35" East 9.22 feet; thence North 45°57'54" East 13.11 feet; thence North 55°41'20" East 18.12 feet; thence North 56°59'49" East 23.47 feet; thence North 48°55'11" East 26.10 feet; thence North 47°30'54" East 21.04 feet; thence North 55°03'25" East 22.32 feet; thence North 53°32'48" East 30.67 feet; thence North 46°07'41" East 24.22 feet; thence North 32°46'13" East 25.58 feet; thence North 25°29'40" East 17.36 feet; thence North 28°40'20" East 44.43 feet; thence North 33°49'56" East 44.77 feet; thence North 16°41'44" East 32.72 feet; thence North 07°10'38" East 11.02 feet; thence North 37°56'05" East 17.12 feet; thence North 57°23'38" East 12.83 feet; thence North 48°43'54" East 25.44 feet; thence North 37°56'30" East 18.02 feet; thence North 51°59'05" East 20.76 feet; thence North 67°41'33" East 31.77 feet; thence North 66°17'52" East 25.43 feet; thence North 55°18'00" East 12.14 feet; thence North 35°41'12" East 41.31 feet; thence North 54°08'43" East 13.68 feet; thence North 59°16'00" East 10.00 feet; thence North 89°56'32" East 6.93 feet; thence South 07°31'52" East 10.66 feet; thence South 18°38'18" West 10.38 feet; thence South 18°39'01" West 34.59 feet; thence South 20°11'25" West 25.65 feet; thence South 00°03'10" East 11.30 feet; thence South 30°21'59" East 7.15 feet; thence South 86°05'06" East 10.56 feet; thence North 73°47'48" East 7.80 feet; thence North 60°12'02" East 41.85 feet; thence North 74°22'44" East 48.95 feet; thence North 72°21'42" East 16.88 feet; thence South 64°14'46" East 11.71 feet; thence South 13°02'03" East 12.35 feet; thence South 08°50'58" West 12.55 feet; thence South 22°13'07" West 46.83 feet; thence South 07°04'06" West 49.21 feet; thence South 22°38'49" East 42.60 feet; thence South 23°08'19" East 29.71 feet; thence South 25°49'34" East 37.64 feet; thence South 23°13'34" East 47.93 feet; thence South 30°43'25" East 32.63 feet; thence South 49°50'40" East 10.17 feet; thence South 25°35'33" East 61.76 feet; thence South 55°04'26" East 36.22 feet; thence South 23°42'27" East 26.27 feet; thence South 52°42'31" East 47.53 feet; thence North 86°09'50" East 19.53 feet; thence North 80°49'15" East 21.79 feet; thence North 84°37'54" East 15.13 feet; thence South 66°41'35" East 8.13 feet; thence South 45°36'19" East 8.83 feet; thence South 25°38'01" East 13.99 feet; thence South 44°49'34" East 14.29 feet; thence South 78°23'54" East 81.82 feet; thence South 69°07'28" East 13.69 feet to the southeasterly boundary of Deer Vista Phase 3A from which at the Point of Terminus.

Trail Easement 'I' Description:

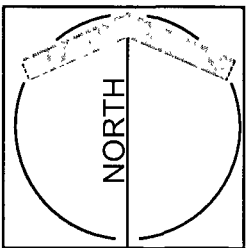
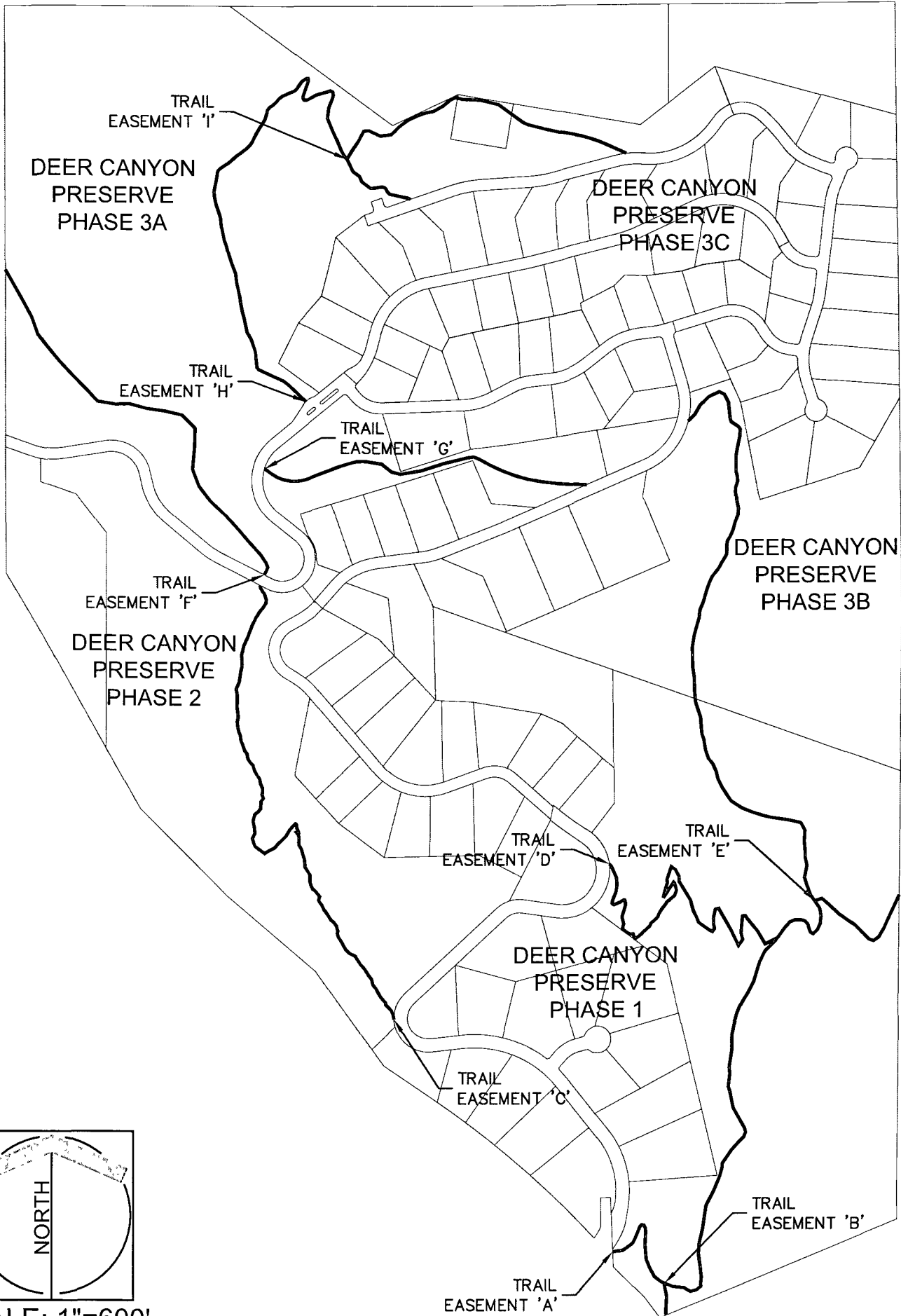
The centerline of a 10.0' wide trail easement, being 5.0' on each said of the following described centerline, lying with in Section 6, Township 2 South, Range 5 East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows:

Beginning at a point West 2,474.53 feet and North 2,010.52 feet from said East Quarter Corner of Section 6, and a point on the centerline of Trail Easement 'H' and running thence North 30°50'03" East 47.54 feet; thence North 34°20'58" East 48.60 feet; thence North 28°11'31" East 49.23 feet; thence North 85°25'10" East 22.81 feet; thence South 65°31'02" East 56.10 feet; thence North 82°26'40" East 50.08 feet; thence North 43°58'02" East 45.10 feet; thence North

52°09'27" East 50.54 feet; thence North 64°35'55" East 41.74 feet; thence North 69°14'57" East 43.29 feet; thence North 77°52'53" East 38.29 feet; thence North 60°57'23" East 50.42 feet; thence North 49°20'26" East 35.80 feet; thence North 60°47'45" East 29.22 feet; thence South 76°00'33" East 34.59 feet; thence South 88°19'41" East 74.93 feet; thence South 76°17'22" East 87.29 feet; thence South 54°27'50" East 73.05 feet; thence South 54°06'41" East 57.62 feet to a point of curvature of a 90.00 foot radius curve to the left, the center of which bears North 35°53'19" East; thence southeasterly 34.23 feet along the arc of said curve through a central angle of 21°47'24"; thence South 75°54'05" East 85.21 feet to a point of curvature of a 950.00 foot radius curve to the left, the center of which bears North 14°05'55" East; thence easterly 93.55 feet along the arc of said curve through a central angle of 05°38'32" to a point of reverse curvature of a 650.00 foot radius curve to the right, the center of which bears South 08°27'23" West; thence easterly 172.19 feet along the arc of said curve through a central angle of 15°10'41"; thence South 66°21'56" East 102.90 feet to the southerly boundary of Deer Vista Phase 3A from which at the Point of Terminus.

EXHIBIT B

Ent 425568 Bk 1161 Pg 0947



SCALE: 1"=600'