

#47344

**EASEMENT AGREEMENT AND
DEED GRANTING EASEMENT**

ENT 56642:2000 PG 1 of 44
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Jul 20 12:07 pm FEE 140.00 BY SS
RECORDED FOR FIRST AMERICAN TITLE CO

This Agreement entered into by The Highlands, a planned unit development, of Highland City, Utah County, State of Utah (hereafter "PUD"), and Horizon Estates Associates, of Highland City, Utah County, State of Utah (hereafter "Landowners"), this 28th day of January, 1998

RECITALS

WHEREAS, PUD is a planned unit development with restrictive covenants, located in Utah County, State of Utah; and

WHEREAS, PUD is a non-profit corporation; and

WHEREAS, Landowners own real property in Utah County, State of Utah and intend to develop a subdivision known as Horizon Estates Subdivision on that real property; and

WHEREAS, the Church of Jesus Christ of Latter-day Saints may purchase real property within the proposed Horizon Estates Subdivision for the purpose of constructing a chapel thereon; and

WHEREAS, in the event that the Church of Jesus Christ of Latter-day Saints does purchase real property within the proposed Horizon Estates Subdivision and construct a chapel thereon, Highland City requires a public access and utility easement be granted by PUD for access to the chapel; and

WHEREAS, Landowners intend to construct a road, identified as Cherry Lane (4640 West) on the proposed map attached hereto as Exhibit "A," to provide access to lots within Horizon Estates Subdivision; and

WHEREAS, Landowners have authorized ^{STEPHEN}~~STEVEN~~ A. Larsen, representative of Horizon Estates Associates, to act on their behalf in executing this instrument; and

WHEREAS, Article III Section 1(g) of the Declaration states that any dedication, release, alienation or transfer of all or any part of the PUD's common area shall not be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the voting power of the members, agreeing to such dedication, release, alienation or transfer, has been recorded; and

WHEREAS, a minimum of 34 PUD members must sign this instrument in order to comply with the requirements of Article III Section 1(g) of the Declaration; and

WHEREAS, Article XIII Section d(1) of the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Highlands Planned Unit Development (hereafter

Easement Agreement
Page 2

"the Declaration") states that the granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the PUD shall not be deemed a transfer of the common area or any of the improvements thereon which are owned by the PUD; and

WHEREAS, every person who owns, occupies, or acquires any right, title, estate or interest in any lot in the proposed Horizon Estates Subdivision to be developed by Landowners does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, consisting of good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. PUD is the owner of the common area of land defined in Article I Section 11 of the Declaration and contained within the parcel of real property more specifically described as follows:

Commencing at a point 33.0' East and 30.43' North of the Southwest Corner of Section 31 Township 4 South, Range 2 East, Salt Lake Base & Meridian, North 2° 01' 08" East 208.76' along East side of 4800 West Street thence North 89° 57' 05" East 1280.48' thence North 0° 27' 16" East 1093.46' thence North 89° 57' 49" East 1327.00' thence South 0° 01' 25" West 1331.91' thence South 89° 57' 49" West 1336.75' thence North 0° 25' 10" West 29.94' thence South 89° 56' 53" West 1286.00' to the point of beginning.

Pursuant to the terms of this agreement, a one-time impact fee of Two Thousand Dollars (\$2,000.00) per lot will be assessed at the time of purchase to the buyers of lots numbered 1 through 11, and Six Thousand Dollars (\$6,000.00) will be assessed at the time of purchase to the buyer of Lot 19. See Exhibit "A". These funds will be used to help cover costs of road maintenance, including but not limited to repairs, snow removal, and liability insurance. This Agreement shall supersede all prior agreements requiring payment by lot owners for costs of road maintenance, and lot owners shall have no obligation for road maintenance costs beyond the obligations set forth in this Agreement. PUD, in consideration of the aforementioned impact fees and reimbursement of legal expenses incurred by PUD, receipt of which is hereby acknowledged or will be acknowledged, hereby grants, bargains, sells and conveys to Landowners the following easement:

(a) A right to ingress and egress upon that portion of the particular street known as Killarney Drive (10400 North), more particularly described as a non-exclusive right-of-way 54.04 feet wide with the following described center line:

Beginning at a point which is North 200.4 feet and East 38.98 feet from the Southwest corner of Section 31, Township 4 South, Range 2 East, Salt Lake Base &

Meridian; thence North 89° 57' 05" East 269.91 feet thence along a curve to the left 66.11 feet having Chord Bearing = North 84° 44' 14" East, Chord = 66.02 feet, Delta = 10° 25' 43" and Radius = 363.22 feet; thence along a curve to the right 66.11 feet, having Chord Bearing = North 84° 44' 14" East; Chord = 66.02 feet; Delta = 10° 25' 43" and Radius = 363.22 feet; thence North 89° 57' 05" East 881.10 feet.

Excluding the right of access to the South portion of the above described right-of-way landscaped by lot owners.

Said right-of-way is a portion of a private road designated on "The Highlands" Subdivision, Plat "A", as Killarney Drive, as recorded with the Utah County Recorder, and is subject to all covenants and restrictions of record. HOWEVER TERMINATING THOSE RESTRICTIONS AS RESERVED IN QUIT CLAIM DEED recorded February 10, 1992, as Entry No. 5942, in Book 2887 at page 730.

(b) The right to construct, maintain, and repair underground sewer and drain pipelines for the purpose of conveying drainage substances over, across, through, and under that portion of Killarney Drive described in paragraph 1(a) above, with exclusion, together with the right to excavate and refill placements, ditches and trenches for the location of such structures, and the further right to remove other obstructions interfering with the location, construction, and maintenance of said structures, provided the above-described right-of-way is restored to Highland City standards at Landowners' cost upon completion of said construction, maintenance, or repair.

(c) This easement is for the benefit of and appurtenant to that land, or any portion thereof, in Utah County, State of Utah, more particularly described as follows:

Horizon Estates Plat "A", to be approved by Utah County as a subdivision map.

(d) Landowners acknowledge that all lots owned, developed and/or sold in the proposed Horizon Estates (Lots 1 through 11, inclusive) shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the easements, restrictions, covenants, conditions, and equitable servitudes set forth herein, and that said easements, restrictions, covenants, conditions, and equitable servitudes shall run with the lots and shall be binding upon all persons having any right, title or interest in any lot or lots, their heirs, successors and assigns; shall inure to the benefit of each and every lot and any interest therein; and may be enforced by PUD and its successors in interest.

2. Constructive Notice and Acceptance. Horizon Estates Associates and/or its agent, Steven A. Larsen, shall disclose this agreement to potential purchasers of lots in the proposed Horizon Estates subdivision. Landowners and every person who owns, occupies or acquires any right, title, estate or interest in any lot developed and/or sold in the proposed Horizon Estates subdivision do consent and agree, and shall be conclusively deemed to have consented and agreed, to every limitation, restriction, easement, covenant, condition, and equitable servitude contained

herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the properties or any portion thereof.

3. Construction of Access Road. Landowners intend to construct a road, meeting Highland City standards which will provide access from Killarney Drive to lots 3, 4, 5, 6, 7, 8, and 19 in the proposed Horizon Estates subdivision. The proposed road is identified as Cherry Lane (4640 West) on the map attached hereto as Exhibit "A." The parties understand that the map attached hereto as Exhibit "A" is provided as a reference for purposes of this agreement, and acknowledge that the proposed Horizon Estates subdivision as set forth in Exhibit "A" may not be modified as to its basic configuration. The parties agree that the northernmost end of the Cherry Lane cul-de-sac shall not be contiguous with the northernmost boundaries of the property identified in Exhibit "A" as Lots 5, 6, and 7, and the parties further agree that the road currently identified as Cherry Lane shall not be extended northward by Landowners or their assigns to create a through street.

4. Orientation of Homes on Killarney Drive. The parties agree that homes constructed on Killarney Drive, specifically those on lots 1, 10, and 11 in Exhibit "A", shall face Killarney Drive with the driveway coming off of Killarney Drive and the front entrance facing south. In addition, those homes on lots 2 and 9 in Exhibit "A", shall either face Killarney Drive or Cherry Lane.

5. Landowners' Development Costs. Landowners shall pay all costs for the installation of water, sewer, and other utility lines along Killarney Drive, and for berms and walkways along Killarney Drive necessitated by development of the Horizon Estates subdivision. Upon completion of development, Landowners shall restore Killarney Drive to Highland City standards at Landowners' expense. Lot owners shall be responsible for maintenance of said berms and walkways.

6. Architectural Guidelines. Homes constructed in the proposed Horizon Estates subdivision shall meet the architectural guidelines attached hereto as Exhibit "B". Landowners and their assigns shall obtain approval of plans for construction from Horizon Estates' architectural committee.

7. Traffic Control. A three-way stop shall be established by the Landowners at the intersection of the proposed Cherry Lane (4640 West) and Killarney Drive (10400 North).

8. Condition Precedent. In the event the Church of Jesus Christ of Latter-day Saints does not purchase real property in the proposed Horizon Estates Subdivision for the construction of a chapel, this agreement shall be null and void.

9. Applicable Law. This agreement shall be subject to and governed by the laws of the State of Utah.

10. Counterparts. This agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

Easement Agreement

Page 5

11. Entire Agreement. The terms of this agreement and this document constitute the entire agreement between the parties, and the parties represent that there are no collateral agreements or side agreements not otherwise provided for within the terms of this agreement.

12. Execution of Documents. The parties agree to execute all documents that may be necessary to carry out the intent and purposes of this agreement.

13. Fair Notice of Default. The parties are desirous of giving one another fair notice of any default before sanctions are imposed. In the event of an act of default with respect to any provisions of this agreement, neither party may institute legal action with respect to such default without first complying with the following conditions:

a. Notice of such event of default must be given in writing and mailed to the other party by U.S. certified mail, return receipt requested. Notice to PUD shall be given to the current secretary of The Highlands Owners Association. Notice to Landowners shall be given to STEPHEN ~~STEVEN~~ A. Larsen, representative of Horizon Estates Associates, at P.O. Box 621, American Fork, Utah 84003 or at such other address as may be provided to PUD pursuant to the requirements of this paragraph.

b. Such written notice shall set forth the nature of the alleged default in the performance of the terms of this agreement and shall designate the specific paragraph(s) thereof which relate to the alleged act of default.

c. Such notice shall also contain a reasonable understandable description of the action to be taken or performed by the other party to cure the alleged default and the date by which the default must be remedied, and said date may not be fewer than ten (10) business days from the date of mailing of the notice of default.

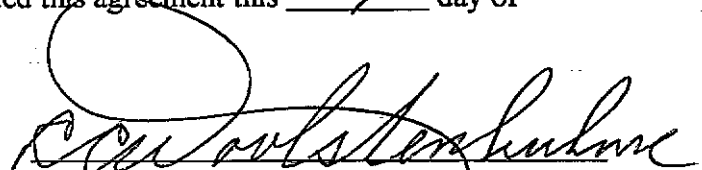
14. Good Faith - Attorney's Fees and Costs. If either party fails to comply with any of the provisions of this agreement and the other party takes action to enforce such provisions or to enforce any payment stipulated in this agreement, the losing party will pay to the prevailing party reasonable costs and expenses, including attorney's fees and the value of time lost by the prevailing party or any of his employees in preparation for or participating in any arbitration or litigation in connection therewith as determined by the Court or arbitrator. All lawsuits under this agreement, unless otherwise specified, shall be filed in the county where this agreement was executed.

15. Succession of Benefits. The provisions of this agreement shall inure to the benefit of and be binding upon the parties thereto, their heirs, executors, administrators and permitted assignees.

16. Waiver. Any waiver by any party of a breach of provisions of this agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

Easement Agreement
Page 7

In witness whereof, the parties have executed this agreement this 9 day of Feb, 19 99.


Member of The Highlands Owners Association

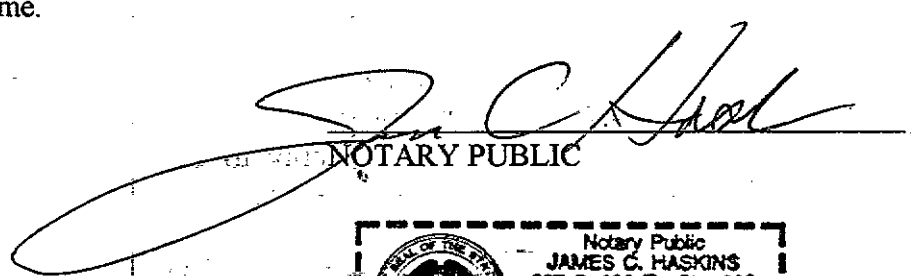
Lot No. 1, 3, & 4

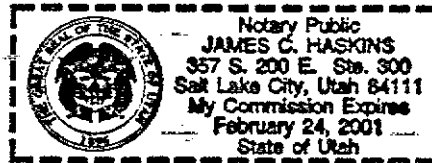
STATE OF UTAH)

:SS.

COUNTY OF UTAH)

On the 9 day of Feb, 19 99, personally appeared before me Clyde Woodstushalme, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.


NOTARY PUBLIC



Easement Agreement
Page 7

In witness whereof, the parties have executed this agreement this 29 day of
Nov, 19 99.

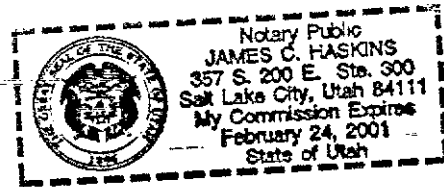
Scott Barclay
Member of The Highlands Owners Association

Lot No. 6

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 29 day of Nov, 1999, personally appeared before me Scott Barclay, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

James C. Haskins
NOTARY PUBLIC



In witness whereof, the parties have executed this agreement this 9 day of Feb, 19 99.

Carol G. Nelson
Member of The Highlands Owners Association

Lot No. 8

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 9 day of Feb, 1999, personally appeared before me Carol Nelson, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

James A. Hask
NOTARY PUBLIC

Easement Agreement
Page 7

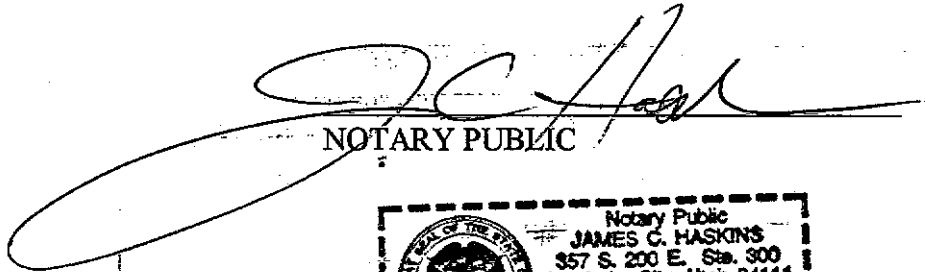
In witness whereof, the parties have executed this agreement this 9TH day of
FEBRUARY, 19 99.

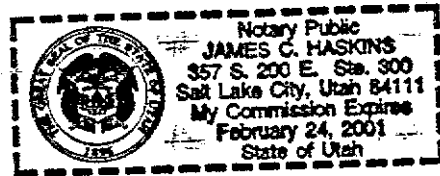
David M. Bek
Member of The Highlands Owners Association

Lot No. 9

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 9 day of Feb, 19 99, personally appeared before me David Bek, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.


NOTARY PUBLIC



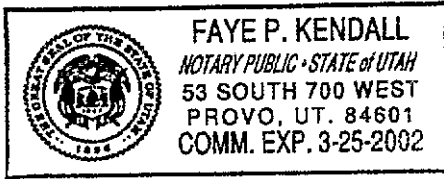
In witness whereof, the parties have executed this agreement this 15 day of MARCH, 19 99.

Bradford E Price
Member of The Highlands Owners Association

Lot No. 10

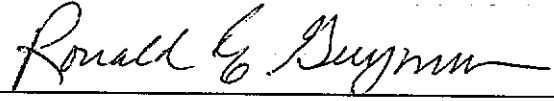
STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the 15th day of March, 1999, personally appeared before me Bradford E. Price, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.



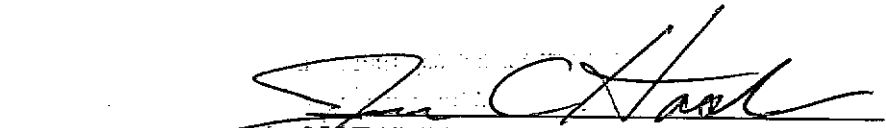
F P Kendall
NOTARY PUBLIC

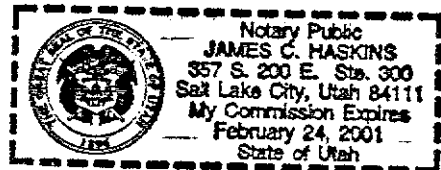
In witness whereof, the parties have executed this agreement this 9 day of February, 1999.


Member of The Highlands Owners Association
Lot No. 11

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 9 day of Feb, 1999, personally appeared before me Ronald G. Bygnum, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.


NOTARY PUBLIC



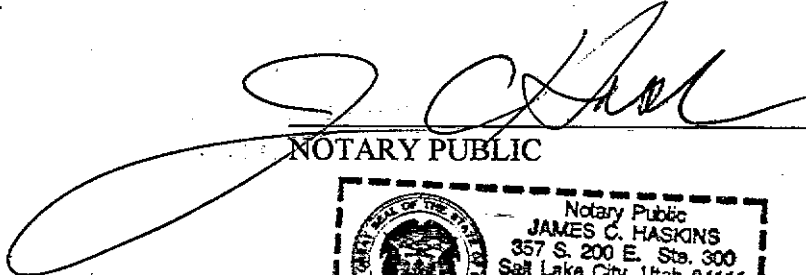
In witness whereof, the parties have executed this agreement this 9 day of Feb, 19 99.

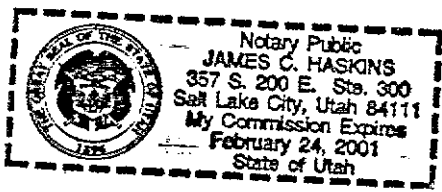

Member of The Highlands Owners Association

Lot No. 12

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 9 day of Feb, 19 99 personally appeared before me James C. Haskins, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.


NOTARY PUBLIC



In witness whereof, the parties have executed this agreement this 29 day of March, 19 99.

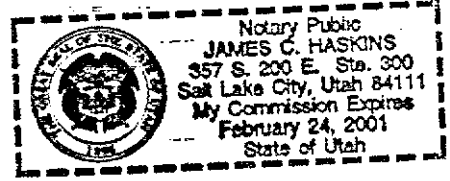
Linda DePaulo
Member of The Highlands Owners Association

Lot No. #13

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 29 day of March, 19 99, personally appeared before me Linda DePaulo, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

James C. Haskins
NOTARY PUBLIC



In witness whereof, the parties have executed this agreement this 30 day of
March, 19 99

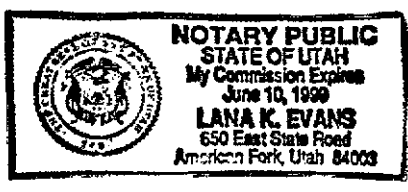
Member of The Highlands Owners Association

Lot No. 14

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 30th day of March, 19 99, personally appeared before me Sue Davis & Gerald Davis, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

NOTARY PUBLIC



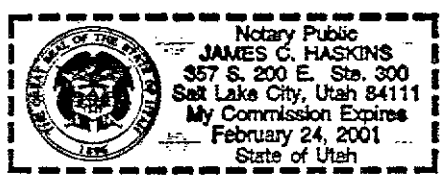
In witness whereof, the parties have executed this agreement this 9th day of February, 1999.

E. J. Cooney
Member of The Highlands Owners Association
Lot No. 16

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 9 day of Feb, 1999, personally appeared before me E. J. Cooney, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

[Signature]
NOTARY PUBLIC



In witness whereof, the parties have executed this agreement this 16 day of MARCH, 1999.

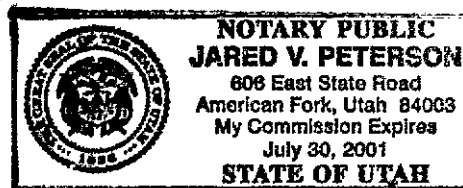
David Farmer
Member of The Highlands Owners Association

Lot No. 18

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 16 day of March, 1999, personally appeared before me David Farmer, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

Jared V. Peterson
NOTARY PUBLIC



In witness whereof, the parties have executed this agreement this 9 day of Feb, 19 99.

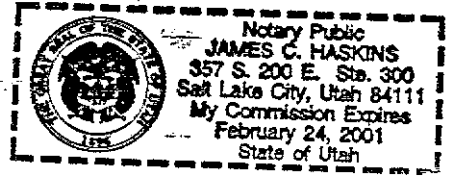
John D. Delgado
Member of The Highlands Owners Association

Lot No. 21

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 9 day of Feb, 19 99 personally appeared before me John D. Delgado, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

James C. Haskins
NOTARY PUBLIC



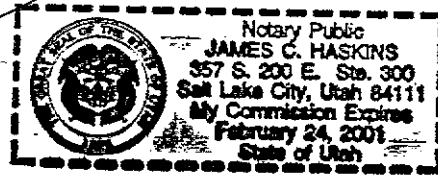
In witness whereof, the parties have executed this agreement this 9 day of Feb, 19 99.

John A. Nelson
Member of The Highlands Owners Association
Lot No. #23

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 9 day of Feb, 19 99 personally appeared before me John Nelson, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

[Signature]
NOTARY PUBLIC



In witness whereof, the parties have executed this agreement this 9 day of Feb, 19 99.

Member of The Highlands Owners Association

Lot No. 24

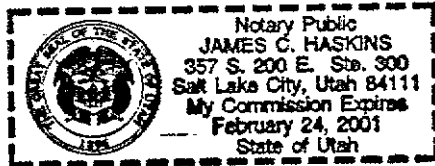
STATE OF UTAH)

:ss.

COUNTY OF UTAH)

On the 9 day of Feb, 19 99, personally appeared before me John Holden, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.


NOTARY PUBLIC



In witness whereof, the parties have executed this agreement this 9th day of Feb., 1999.

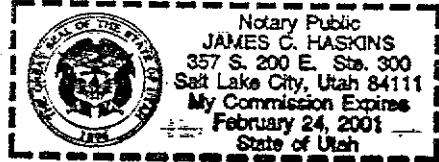
Suzanne L. Price
Member of The Highlands Owners Association

Lot No. 25

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 9 day of Feb, 1999, personally appeared before me Suzanne Price, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

J. Haskins
NOTARY PUBLIC



In witness whereof, the parties have executed this agreement this 9 day of February, 1999.

Bernadette Johnson
Member of The Highlands Owners Association

Lot No. 26

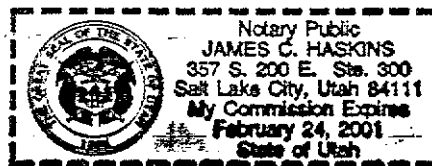
STATE OF UTAH)

:ss.

COUNTY OF UTAH)

On the 9 day of Feb, 1999, personally appeared before me Bernadette Johnson, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

James C. Haskins
NOTARY PUBLIC



In witness whereof, the parties have executed this agreement this 9 day of February, 1999.

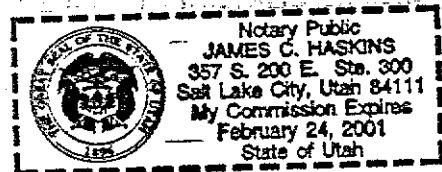
Robert C. Schaefer
Cristine A. Schaefer
Member of The Highlands Owners Association

Lot No. 27

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the 7 day of Feb, 1999, personally appeared before me Robert Schaefer & Cristine Schaefer whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

[Signature]
NOTARY PUBLIC



In witness whereof, the parties have executed this agreement this 9th day of February, 1999.

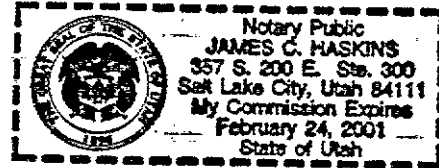
Jannette K. Watts
Member of The Highlands Owners Association

Lot No. 29

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 9 day of Feb, 1999, personally appeared before me Jannette Watts, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

James C. Maskins
NOTARY PUBLIC



Easement Agreement

Page 7

In witness whereof, the parties have executed this agreement this 18th day of Feb., 1999.

Allen Olsen
Member of The Highlands Owners Association

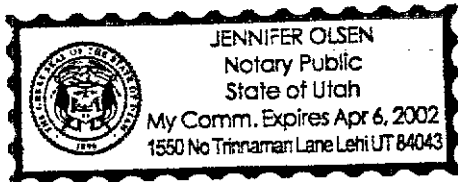
Lot No. 30

STATE OF UTAH)

:ss.

COUNTY OF UTAH)

On the 18 day of February, 1999, personally appeared before me Allen Olsen, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.



Jennifer Olsen
NOTARY PUBLIC

In witness whereof, the parties have executed this agreement this 8 day of
FEBRUARY, 19 99.

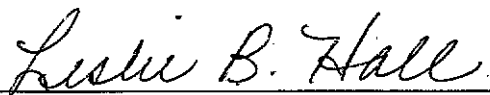


Member of The Highlands Owners Association

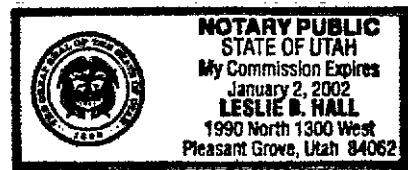
Lot No. 83

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 8 day of February, 1999, personally appeared before
me D CARL WARNOCK, whose identity was proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged
that he/she executed the same.



NOTARY PUBLIC



Easement Agreement
Page 7

In witness whereof, the parties have executed this agreement this 29 day of March, 19 99.

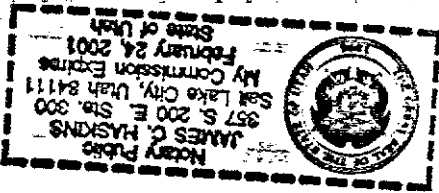
James Long
Member of The Highlands Owners Association

Lot No. 34

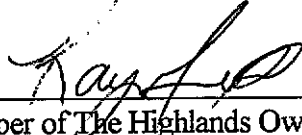
STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 29 day of March, 19 99, personally appeared before me _____, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

James C. Hastings
NOTARY PUBLIC




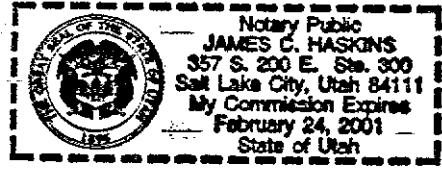
In witness whereof, the parties have executed this agreement this 9 day of
Feb, 19 99.


Member of The Highlands Owners Association
Lot No. 36

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 9 day of Feb, 19 99 personally appeared before
me Kay Fox, whose identity was proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged
that he/she executed the same.


NOTARY PUBLIC



Easement Agreement
Page 7

In witness whereof, the parties have executed this agreement this 9th day of February, 1999.

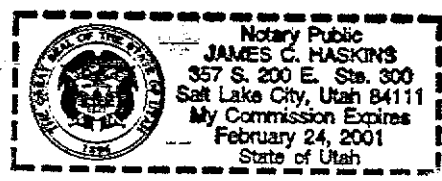
[Signature]
Member of The Highlands Owners Association

Lot No. 39

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 9 day of Feb, 1999, personally appeared before me Gay Phillip, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

[Signature]
NOTARY PUBLIC



In witness whereof, the parties have executed this agreement this 9th day of February, 19 99.

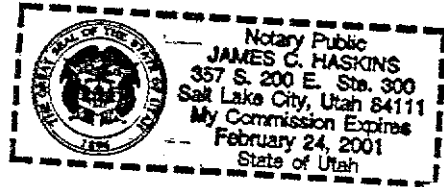
Member of The Highlands Owners Association

Lot No. 4D

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 9 day of Feb, 19 99 personally appeared before me James C. Haskins, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

NOTARY PUBLIC



In witness whereof, the parties have executed this agreement this 9 day of Feb, 19 99.

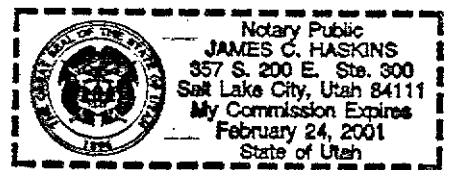
[Signature]
Member of The Highlands Owners Association

Lot No. #42

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 9 day of Feb, 19 99, personally appeared before me [Signature], whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

[Signature]
NOTARY PUBLIC



Easement Agreement
Page 7

In witness whereof, the parties have executed this agreement this 9 day of February, 19 99.

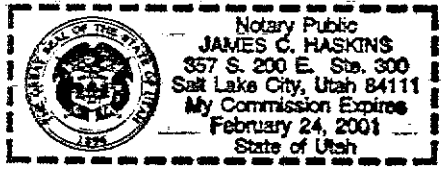
Patrick White
Member of The Highlands Owners Association

Lot No. 43

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 9 day of Feb, 19 99, personally appeared before me Patrick White, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

James C. Haskins
NOTARY PUBLIC



In witness whereof, the parties have executed this agreement this 29 day of March, 1999.

Patricia E. Allen
Member of The Highlands Owners Association

Lot No. 44

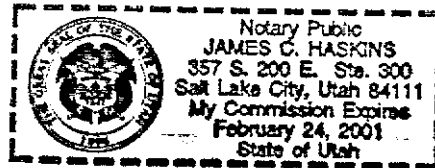
STATE OF UTAH)

:SS.

COUNTY OF UTAH)

On the 29 day of March, 1999, personally appeared before me Patricia Allen, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

James C. Haskins
NOTARY PUBLIC



In witness whereof, the parties have executed this agreement this 18th day of February, 19 99.

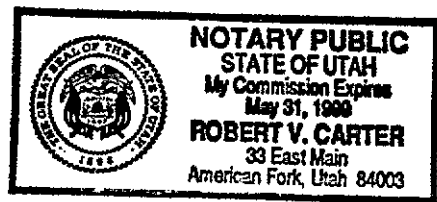
[Signature]
Member of The Highlands Owners Association

Lot No. 40

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 18th day of February, 19 99, personally appeared before me Brent Nielson, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

[Signature]
NOTARY PUBLIC



In witness whereof, the parties have executed this agreement this 9 day of Feb, 19 99.

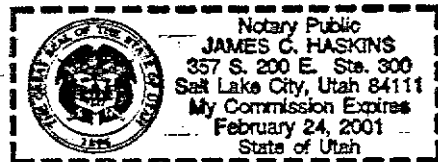
[Signature]
Member of The Highlands Owners Association

Lot No. 48

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

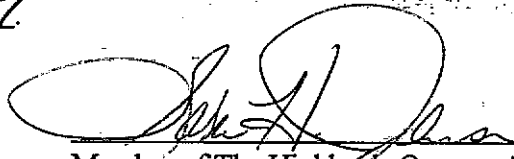
On the 9 day of Feb, 19 99, personally appeared before me [Signature], whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

[Signature]
NOTARY PUBLIC



Easement Agreement
Page 7

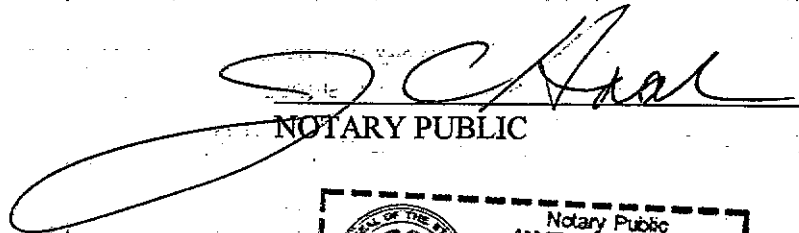
In witness whereof, the parties have executed this agreement this 9 day of Feb, 19 99.

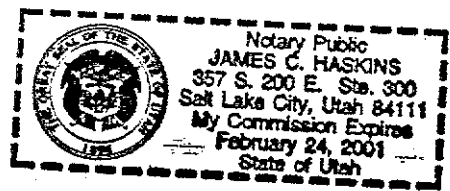

Member of The Highlands Owners Association

Lot No. 51

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 9 day of Feb, 19 99 personally appeared before me Louisa, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.


NOTARY PUBLIC



Easement Agreement
Page 8

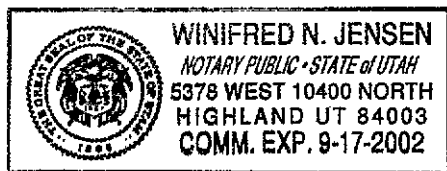
In witness whereof, the parties have executed this agreement
this 11th July 2000.

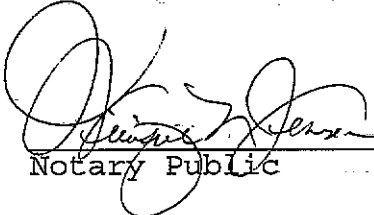
Highland City


By: Barry Edwards, Administrator

State of Utah
County of Utah

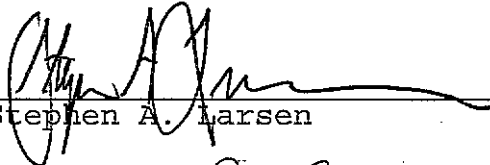
On the 11th day of July, 2000, personally appeared before me
Barry Edwards who by my duly affirmed, did say that he is the City
Administrator for Highland City, and that said document was signed
by him in behalf of Highland City, which properly granted him the
necessary authority to execute this document on its behalf and
acknowledged to me that Highland City executed the same.



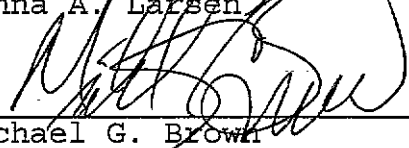

Notary Public

In witness whereof, the parties have executed this agreement
this 11th day of July, 2000.

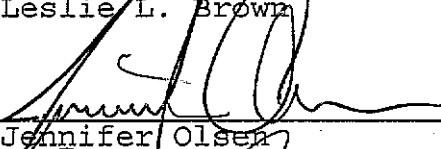
LANDOWNERS



Stephen A. Larsen

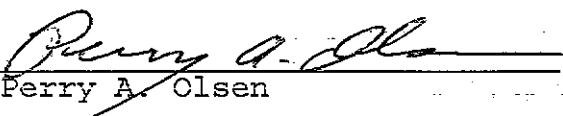

Donna A. Larsen


Michael G. Brown


Leslie L. Brown

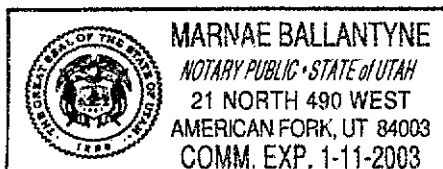

Jennifer Olsen



Doug Coombs


Perry A. Olsen

State of Utah
County of Utah

On the ^{19th} day of July, 2000, personally appeared before me
Stephen A. Larsen, Donna A. Larsen, Michael G. Brown, Leslie L.
Brown, Jennifer Olsen, Doug Coombs and Perry A. Olsen the signers
of the foregoing instrument who duly acknowledged to me that they
execute the same.




Notary Public

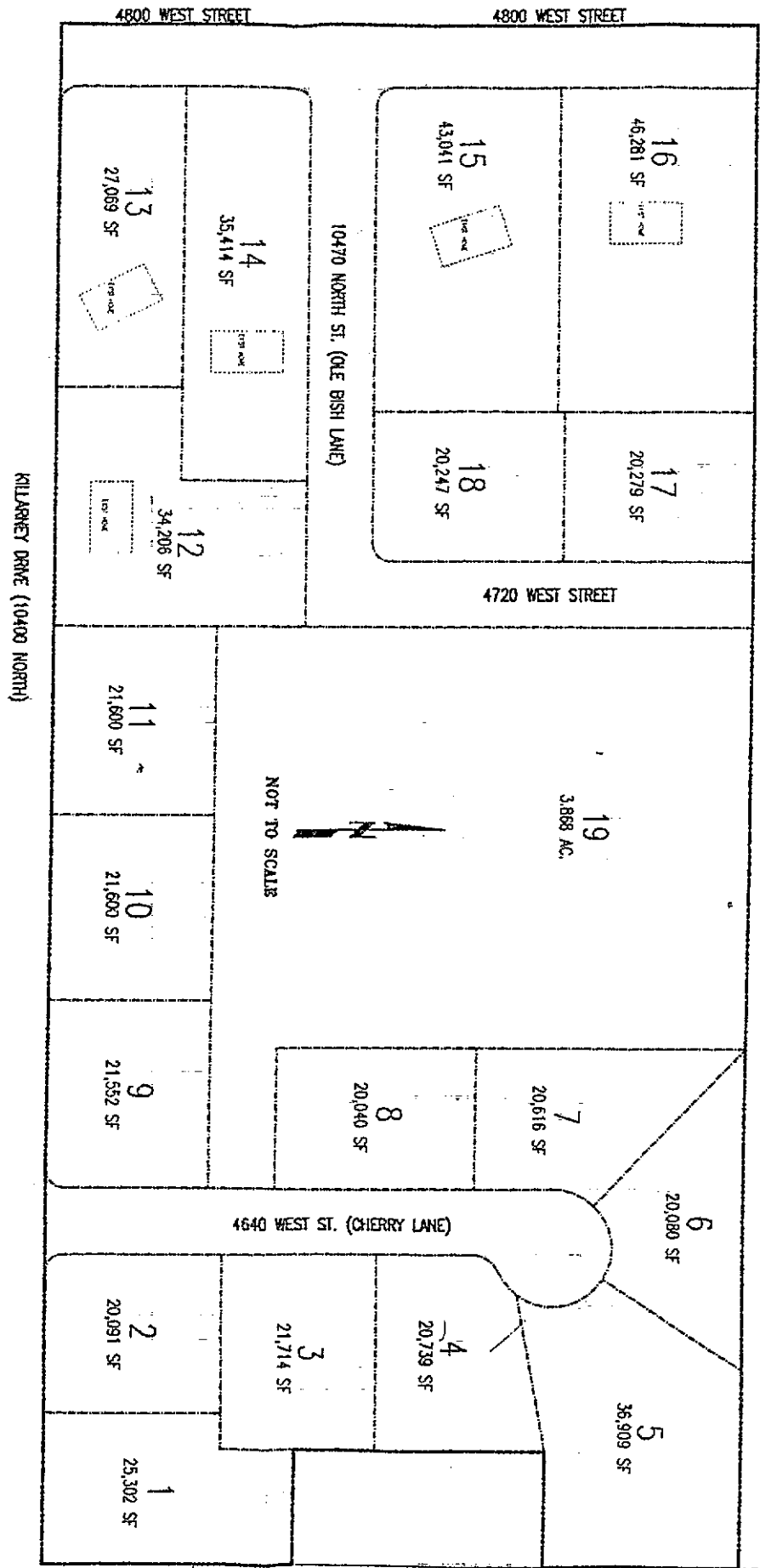


EXHIBIT "A"

ARCHITECTURAL GUIDELINES

To assure that the appearance of any structures will not constitute a detriment to or otherwise burden neighboring landowners, contemplated construction, alterations, or additions in the proposed Horizon Estates subdivision shall (a) subscribe to the following guidelines, and (b) conform to the general appearance of the neighboring residences and common area as a whole.

1. A rambler home must have a minimum of 1700 square feet on the main floor.
2. A two-story home must have at least 1200 square feet on the main floor with a minimum total of 2200 square feet (1000 square feet on the upper level).
3. Each home must have at least a 2-car attached garage.
4. Brick must be incorporated in an amount equal to a minimum of 50% of the area of the front of the house, to be used on the front and/or sides of the house. (Not to be included in calculations are brick used on the rear of the house, pavers, patios, walkway edging, driveway edging, etc.)
5. No log homes or underground/earth homes will be permitted.
6. No prefabricated homes will be permitted.
7. Fences shall not exceed six feet in height, and shall not be constructed of cinder blocks, chain link or wire mesh, barbed wire, or other non-residential type materials. Fences extending beyond the front of the house shall have a maximum height of three (3) feet. ("Front" is defined as any portion of the house running parallel and contiguous to any paved street.)
8. No metal sheds or cinder block buildings will be permitted. All outbuildings, including storage units, detached garages, etc., must resemble the original home in color and material utilization. Maximum height shall not exceed one story. Maximum square footage shall not exceed 750 square feet.
9. Each home must have a concrete basement with a minimum of 50% of the square footage of the main floor.
10. Approval of plans by The Highlands PUD does not imply approval for compliance with the requirements of any other authorities having jurisdiction.