

**When Recorded, Mail to:**

D.R. Horton, Inc.  
12351 South Gateway Park, Suite D-100  
Draper, UT 84020  
Attention: Robert B. Hartshorn

ENT56844:2022 PG 1 of 13  
**Andrea Allen**  
**Utah County Recorder**  
2022 May 09 11:39 AM FEE 40.00 BY MC  
RECORDED FOR DHI Title - Utah  
ELECTRONICALLY RECORDED

*Parcel ID No. 58-036-0173*

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**EASEMENT AGREEMENT**

This EASEMENT AGREEMENT (this “**Agreement**”) is made this 5 day of May, 2022, by and between BANANA POINT, LLC, a Utah limited liability company (“**Grantor**”), and D.R. Horton, Inc., a Delaware corporation (“**Grantee**”). Grantor and Grantee are sometimes referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

A. Grantor owns certain real property in Utah County, Utah, commonly known as Tax Parcel No. 58:036:0173 and more particularly described on attached Exhibit A (the “**Grantor Property**”).

B. Grantee owns certain real property in Utah County, Utah, commonly known as Tax Parcel No(s). 47:379:0005 and more particularly described on attached Exhibit B (the “**Grantee Property**”).

C. Grantee desires certain easements on, over, under and across certain portions of the Grantor Property, which portions are more particularly described on attached Exhibit C-1 (collectively, the “**Easement Area**”) for the purposes set forth in this Agreement.

D. Grantor is willing to convey such easements to Grantee, subject to and in conformance with the terms and conditions set forth in this Agreement.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the Parties agree as follows:

1. **Grant of Easement.** Grantor hereby conveys to Grantee, without warranty, the following interests: (a) a perpetual, nonexclusive easement, for the benefit of the Grantee Property (the “**Easement**”), on, over, under and across the Easement Area for the construction, installation, maintenance, use (including lateral and subjacent support), replacement, and repair of grading slopes and any related grading or retaining improvements within the Easement Area (collectively, the “**Improvements**”) in accordance with the grading plan attached as Exhibit C-2 and the construction drawings for the Ascend at Northshore project which have been accepted and approved by the City of Saratoga Springs (the “**City**”) and by Grantee and for the purpose of

providing vehicular and pedestrian access for the construction, maintenance, and repair of the Improvements. All work shall be in strict conformance with the City's Engineering Standards and Specifications, most recent edition, and the stamped and accepted construction drawings for the Ascend at Northshore project. Grading of the property on and adjacent to the Easement Area shall be completed in a manner that ensures there is no storm water discharged onto the Grantor Property from the Grantee Property, nor from the Northshore development, nor from any other adjacent property owned by Grantee.

2. **Access.** Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "**Grantee's Agents**") will have the right to enter upon the Easement Area solely for the purposes permitted by this Agreement. Grantee and Grantee's Agents will enter upon the Easement Area at their sole risk and hazard and will enter upon the Easement Area from existing roads. Grantee hereby releases Grantor from any claims relating to the condition of the Easement Area and Grantor Property and the entry upon the Easement Area, and Grantor Property by Grantee and Grantee's Agents.

3. **Reservation by Grantor.** Notwithstanding anything to the contrary herein, Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's easement rights and interests granted under this Agreement. Without limiting the generality of the foregoing, Grantor expressly reserves the right to grant additional rights, easements or encumbrances to other third parties to use or occupy the Easement area (or the surface of the Grantor Property) so long as such use does not unreasonably interfere with Grantee's rights hereunder. Grantee hereby understands and agrees that the Easement are granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Grantor to use the Easement Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of the rights granted hereby to Grantee.

4. **Condition of the Easement Area.** Grantee accepts the Easement Area and all aspects thereof in its "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other licenses, easements, rights, or other encumbrances affecting the Easement Area. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement interests are granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, licenses, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

## 5. Maintenance; Restoration; and Damage.

5.1 **General Maintenance and Restoration.** Grantee, at its sole cost and expense, shall repair any damage caused by Grantee or Grantee's Agents to the Easement Area. Grantee shall also promptly repair any damage to the Grantor Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Grantee and/or Grantee's Agents, and shall restore the Grantor Property and the improvements thereon to the same condition as they existed prior to any entry onto or work performed on the Grantor Property by Grantee and Grantee's Agents. Grantee's restoration responsibilities shall also include, but not be limited to: (i) removal of all improvements (other than the Improvements), equipment or materials which it has caused to be placed upon the Grantor Property; (ii) mounding of the same topsoil which was originally removed in the excavation process, in all areas excavated by Grantee such that the mounded areas shall settle to the approximate depth of the surrounding surface after the construction activities; (iii) the filling in and repairing of all other portions of the Grantor Property which are damaged, rutted or otherwise disturbed as a result of Grantee's operations with the same topsoil existing prior to said construction activities as necessary such that all disturbed areas are ready for re-vegetation; (iv) compacting the soil after it is backfilled to a density acceptable to Grantor; (v) grading the areas in which the soils were removed and relocated; and (vi) leaving the Grantor Property in a condition which is clean, free of debris and hazards which may be caused by Grantee's activities, and subject to neither, environmental hazards, nor liens caused by Grantee's activities.

5.2 **Damage Fees.** Grantee will reimburse Grantor for any losses, liabilities or expenses due to injury of any person or property damage that results from Grantee's, or Grantee's Agents': (i) entry onto, presence upon, or work performed on the Grantor Property and/or (ii) failure to comply with any of the terms or conditions of this Agreement.

5.3 **Future Work Conducted.** Grantee will provide Grantor with at least five (5) days prior written notice before entering onto the Easement Area to perform any work as set forth in this Agreement and use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Grantor Property.

5.4 **Hazardous Substances.** Except for motor fuels used by vehicles and construction equipment and materials and products used in constructing the Improvements, Grantee agrees not to generate, store, dispose of, release, or use any Hazardous Substances on the Grantor Property. As used in this Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws. Grantee agrees to immediately notify Grantor of any leaking or spillage of Hazardous Substances on the Grantor Property caused by Grantee or Grantee's Agents.

Grantee shall be exclusively liable for all cleanup and remediation costs thereof caused by Grantee or Grantee's Agents.

As used in this Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

6. **Liens.** Grantee shall keep the Grantor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents.

7. **Insurance.** Grantee will maintain in force the insurance policies and coverage set forth below. Additionally, Grantee will ensure that prior to entering onto the Easement Area, or the Grantor Property, all of Grantee's Agents and other such parties who assist with the construction of the Improvements or use of the Easement Area are either covered under the terms of Grantee's insurance policies, or that each obtain similar policies and which, at a minimum, provide Grantor the same protections. Grantee agrees to obtain and maintain the following insurance coverages and policies:

7.1 **Liability Insurance Coverage and Limits.** A commercial general liability insurance policy insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00). Grantor must be endorsed as an additional insured on such policy. The coverage set forth above shall be primary coverage and shall apply specifically to the Easement Area, the Grantor Property, and adjacent areas.

7.2 **Workers' Compensation Insurance.** All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, Grantee shall maintain Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars (\$500,000.00).

7.3 **Automobile Insurance.** Automobile Liability Insurance with a minimum limit of not less than Two Million Dollars (\$2,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

7.4 **Waiver.** Grantee hereby waives and shall cause their respective insurance carriers to waive any and all rights of subrogation, recovery, claims, actions or causes of action against Grantor for any loss or damage with respect to the Grantor Property and the Improvements, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Agreement been carried) covered by insurance.

8. **Compliance with Laws.** Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, relating to Grantee's construction of the Improvements and use of the Easement Area.

9. **Indemnification.** Grantee shall indemnify, release and defend, with counsel of Grantor's choice, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively the "Claims", or a "Claim") from or by any unaffiliated third party, Grantee, and/or Grantee's Agents, arising from or relating to (i) any use of the Easement Area, Grantor Property, and/or adjacent areas by Grantee or Grantee's Agents; (ii) any act or omission of Grantee or any of Grantee's Agents; (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Easement Area, Grantor Property, and/or adjacent areas; (iv) any violation or alleged violation by Grantee or Grantee's Agents of any law or regulation now or hereafter enacted; (v) the failure of Grantee to maintain the Easement Area and/or the Improvements in a safe condition; (vi) any loss or theft whatsoever of any property or anything placed or stored by Grantee or Grantee's Agents on or about the Easement Area, the Grantor Property, and/or adjacent areas; (vii) any breach by Grantee of its obligations under this Agreement; and (viii) any enforcement by Grantor of any provision of this Agreement and any cost of removing Grantee or Grantee's Agents or its or their property or equipment from the Easement Area or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused by negligence or willful misconduct of the Indemnitees. Grantee, as a material part of the consideration of this Agreement, waives all claims or demands against Grantor and the other Indemnitees for any such loss, damage, or injury of Grantee or Grantee's property. The indemnity provided by Grantee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

10. **Termination and Remedies.**

10.1 **Termination of Grantor's Election.** Grantee may elect to terminate its use of the Easement and this Agreement at any time upon providing written notice to Grantor of the same.

10.2 **Termination Upon Receipt by Grantor of a LOMR.** Grantor and Grantee acknowledge that as of the date of this Agreement, the Flood Insurance Rate Map (the “**FIRM**”) of the Federal Emergency Management Agency (“**FEMA**”) that pertains to Grantor’s Property and to the Easement Area designates Grantor’s Property and the Easement Area as having a floodzone in which the mandatory purchase of flood insurance is required. Grantor has informed Grantee that Grantor intends to import and compact fill material upon Grantor’s Property and the Easement Area in order to increase the elevation of Grantor’s Property and the Easement Area to the point that Grantor is able to apply to FEMA and receive from FEMA a Letter of Map Revision (“**LOMR**”) that will change the FEMA-designated floodzone for Grantor’s Property and the Easement Area, so that mandatory flood insurance is no longer required within Grantor’s Property and the Easement Area. When Grantor obtains a final LOMR from FEMA as described above that has been approved by the City, then Grantor and Grantee shall execute and record an easement termination agreement, pursuant to which this Agreement shall be terminated and shall be of no further force and effect.

10.3 **Remedies.** If Grantee breaches of any of its obligations under this Agreement, Grantee shall cure such breach within fifteen (15) business days after such notice is given and thereafter shall diligently prosecute such cure; provided, however, that such 15 business day period may be extended for up to three (3) additional 15 business day periods to the extent reasonably necessary to complete such cure so long as the cure was commenced within the initial 15-day period. If Grantee remains in default of this Agreement after all applicable cure periods hereunder, Grantor shall have the right to pursue all remedies available at law or equity, including but not limited to a suit for damages for any compensable breach or noncompliance herewith and/or an action for specific performance or injunction; provided, however, that the Easement shall not terminate by reason of Grantee’s default for any reason. All remedies provided herein or by law or equity shall be cumulative and not exclusive. No termination or expiration of this Agreement shall relieve Grantee of its obligations to perform those acts required to be performed either prior to or after its termination.

11. **Run with the Land/Successors.** The provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

12. **Attorneys’ Fees.** If this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing Party shall be paid by the losing Party, including fees and costs incurred upon appeal or in bankruptcy court.

13. **Notices.** All notices shall be in writing and shall be deemed to have been sufficiently given or served when present personally or by depositing the same in the United States mail by registered or certified mail, addressed as follows:

GRANTOR:                      Banana Point, LLC  
    791 N 100 E  
    Lehi, UT 84043  
    Email: Keith@Leisurevillas.com

GRANTEE: D.R. Horton, Inc.  
 Attn: Robert B. Hartshorn, Division  
 Counsel  
 12351 S. Gateway Park Place, Suite D-100  
 Draper, Utah 84020

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

14. **No Prescriptive Easement.** The Grantor Property is and shall at all times remain the private property of Grantor. The use of the Grantor Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, shall acquire nor be entitled to claim or assert any rights to the Grantor Property beyond the express terms and conditions of this Agreement.


15. **Authorization.** Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

16. **Miscellaneous.** This Agreement (including all attached Exhibits) constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect; provided, however, the invalid provision does not have a materially adverse effect on Grantor. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the Agreement or any earlier draft of the same. This Agreement may be signed in multiple counterparts, all of which taken together shall constitute one and the same agreement. Further, copied or electronically or facsimile transmitted signatures of an original signature shall be treated for all purposes as an original signature. After execution and delivery of this Agreement, a copy of the signed Agreement shall be considered for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of the Agreement that contains original signatures in order to enforce the Agreement, or for any other purpose, except as otherwise required by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

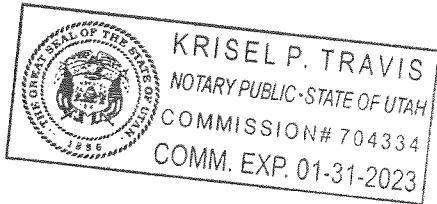
**GRANTOR:**

BANANA POINT, LLC  
a Utah limited liability company

By:   
Name (Print): Keith Lindstrom  
Title: Manager

STATE OF UTAH                     )  
  ) ss.  
COUNTY OF Salt Lake )

This instrument was acknowledged before me on May 5<sup>th</sup>, 2022, by Keith Lindstrom, in such person's capacity as the Manager of Banana Point, LLC, a Utah limited liability company.



  
NOTARY PUBLIC



GRANTEE:

D.R. HORTON, INC., a Delaware corporation

By: Adam R. Loser  
 Name (Print): Adam R. Loser  
 Title: Vice President

STATE OF UTAH                                   )  
   )  
 COUNTY OF Salt Lake ) ss.

This instrument was acknowledged before me on May 4, 2022, by Adam R. Loser, in such person's capacity as the Vice President of D.R. Horton, Inc., a Delaware corporation.



Krisel P Travis  
 NOTARY PUBLIC

**Exhibit A**

(Legal description of the Grantor Property)

**BANANA POINT LLC PARCEL**

A tract of land, being all of and part of an entire parcel of land, situate in the NE1/4 NW1/4, the NW1/4 NE1/4, the SE1/4 NW1/4 and the SW1/4 NE1/4 of Section 24, Township S South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said tracts of land are described as follows:

Beginning at a point in a northerly boundary line of Chiu Property Recorded as Entry No. 33472:2018 in the office of the Utah County Recorder said point being 5.58 feet N.89°54'46"E. along the section line and 492.24 feet South from the North Quarter Corner of said Section 24; and running thence S.89°25'28"E. 1323.40 feet more or less to the northwest corner of NORTSHORE COMMERCIAL SUBDIVISION; thence S.00°08'11"E. 1095.70 feet; thence S.89°42'35"W. 2600.94 feet to a point in the westerly boundary line of said entire tract; thence along the westerly boundary line of said entire tract the following four (4) courses and distances: (1) N.07°18'50"W. 289.10 feet; (2) thence N.00°06'10"W. 667.33 feet; (3) thence N.89°58'30"E. 1311.29 feet; (4) thence N.00°34'40"E. 167.53 feet to the point of beginning.

Contains: ±62.16 Acres

**Exhibit B**

(Legal description of the Grantee Property)

**LEGAL DESCRIPTION  
PREPARED FOR  
DR HORTON  
Job No. 17-0110  
(August 18, 2021)**

**NORTHSHORE PLAT A-6**

A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°08'33"E ALONG THE SECTION LINE 1601.80 FEET AND WEST 632.92 FROM THE NORTHEAST SECTION CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S89°42'30"W 119.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 12.99 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 62°02'43", CHORD: N59°16'09"W 12.37 FEET; THENCE N89°29'36"W 61.76 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 13.48 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 64°21'08", CHORD: S57°51'28"W 12.78 FEET; THENCE N89°57'58"W 241.69 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 28.65 FEET WITH A RADIUS OF 5043.45 FEET THROUGH A CENTRAL ANGLE OF 00°19'32", CHORD: S89°52'16"W 28.65 FEET; THENCE S89°42'30"W 55.04 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 12.74 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 60°48'39", CHORD: N59°53'11"W 12.15 FEET; THENCE S89°32'11"W 62.15 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 12.52 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 59°47'11", CHORD: S59°48'54"W 11.96 FEET; THENCE S89°42'30"W 84.02 FEET; THENCE N0°08'11"W 782.64 FEET; THENCE S89°36'27"E 704.32 FEET; THENCE S0°30'24"W 776.24 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±12.50 ACRES  
±544,580 SQ. FT.

Exhibit C-1

(Legal Description of the Easement Area)

**LEGAL DESCRIPTION  
PREPARED FOR  
DR HORTON  
Job No. 17-0110  
(April 13, 2022)**

**NORTHSHORE BANANA POINT SLOPE EASEMENT**

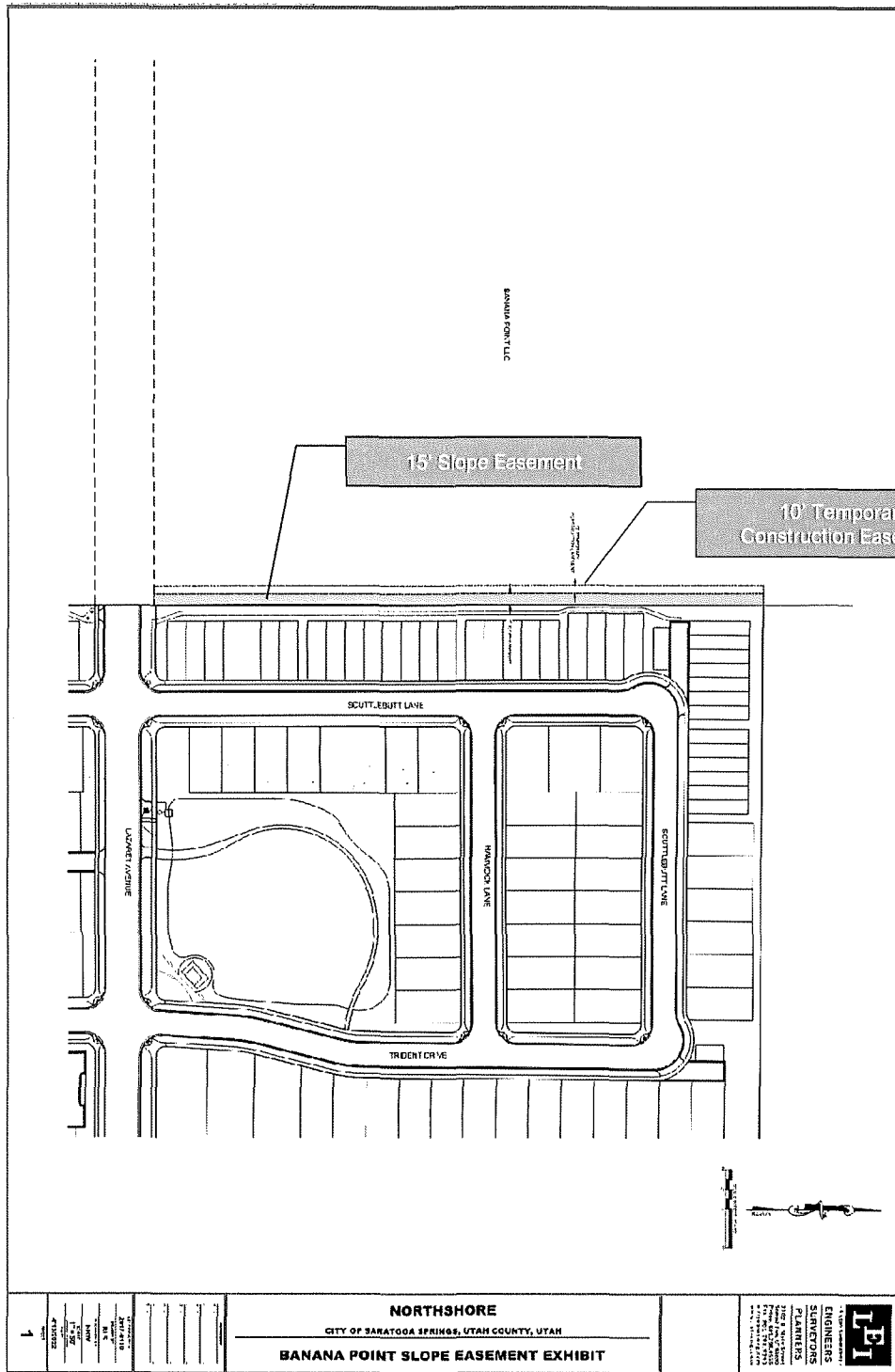
A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N00°08'33"W ALONG THE SECTION LINE 1048.49 FEET AND WEST 1328.50 FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; thence S89°51'49"W 15.00 feet; thence N00°08'11"W 784.58 feet; thence N89°51'49"E 15.00 feet; thence S00°08'11"E 784.58 feet to the point of beginning.

CONTAINS: ±0.27 ACRES  
11,769 SQ FT

**EXHIBIT C-2**

(Grading Plan)



<p>1</p>	<p><b>NORTHSHORE</b> CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH <b>BANANA POINT SLOPE EASEMENT EXHIBIT</b></p>	<p><b>LEI</b> ENGINEERS SURVEYORS PLANNERS 1100 W. 1000 S. SUITE 100 SARATOGA SPRINGS, UT 84583 PHONE: 435.852.3965 WWW.LEIENGINEERS.COM</p>
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