

EXHIBIT "A"

VTDI 34-08-300-003-0000 DIST 56 SEE VTRU - NEW # TOTAL ACRES 0.00
 TRAVERSE RANCH LLC PRINT P UPDATE N REAL ESTATE 562900
 LEGAL N BUILDINGS 0
 TAX CLASS NE MOTOR VEHIC 0
 % PROTERRA INC EDIT 1 FACTOR BYPASS TOTAL VALUE 562900
 4885 S 900 E # 207 EDIT 1 FACTOR BYPASS
 SALT LAKE CITY UT 841175746 GROWTH PCT 0
 LOC: 14612 S 776 E #APROX EDIT 0 BOOK 7081 PAGE 0001 DATE 12/28/95
 SUB: TYPE UNKN PLAT

02/27/97 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
 BEG AT E 1/4 COR SEC 7, T 4S, R 1E, SLM; E 1266.77 FT M OR
 L; S 1-52'17" W 575 FT M OR L; N 54-51'50" W 506.89 FT;
 NW'LY ALG 806.83 FT RADIUS CURVE TO L 491.02 FT; N 89-43'59"
 W 738.13 FT; N 0-03'42" E 64 FT; W'LY ALG 2588.48 FT RADIUS
 CURVE TO L 75.41 FT M OR L; N 57.09 FT; S 09-44'16" E 440.58
 FT TO BEG. 8.66 AC M OR L. 7251-2172 7228-1347 THRU 1353
 7191-2910 6934-728 6920-1749

FROM CITY
 CO RECORDS

VTDI 34-18-100-001-0000 DIST 57 TOTAL ACRES 178.94
 TRAVERSE RANCH LLC PRINT P UPDATE REAL ESTATE 134200
 LEGAL BUILDINGS 0
 TAX CLASS NE MOTOR VEHIC 0
 % PROTERRA INC EDIT 1 FACTOR BYPASS TOTAL VALUE 134200
 4885 S 900 E # 207 EDIT 1 FACTOR BYPASS
 SALT LAKE CITY UT 841175746 GROWTH PCT 0
 LOC: 263 E 15201 S #APROX EDIT 0 BOOK 6934 PAGE 0728 DATE 09/20/94
 SUB: TYPE UNKN PLAT

02/27/97 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
 THAT PT OF NW 1/4 & THAT PT OF S 1/2 OF NE 1/4 OF SEC 18 T
 4S R 1E SL MER LYING IN BL CD 178.94 AC 5654-2830 5820-785
 6192-1350 6215-1423 6304-0905 6922-1487

4540
 BK 7607 PG 0540

EXHIBIT "B"

AGREEMENT

This Agreement is made and entered into as of the 16th day of December, 1993, by and between Widomaker, Inc., (hereinafter referred to as "Grantor") and ProTerra, Inc. and U. S. General, Inc., (hereinafter jointly referred to as "Developer").

WHEREAS, Developer is the developer of the Traverse Ridge Project and in connection with the performance of such duties is also the developer of the Highland Drive road which is to traverse the subject real property (legal descriptions are attached hereto and marked as Exhibit "A" and by this reference incorporated into this Agreement) which is owned by Grantor; and

WHEREAS, Developer has agreed that in connection with the installation of the Highland Drive road, on the terms herein provided, to protect the interest of the Grantor in providing access to sewer, culinary water main lines, power, gas, curb, gutter and sidewalks, during their initial installation, to the boundaries of the subject property;

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

1. Prior to commencement of any construction by Developer or contractors for Developer, adequate performance bonds shall be obtained, and copies of all said bonds shall be provided to Grantor.
2. Developer shall provide adequate sewer lateral lines and culinary water lines stubbed to subject property in a maximum of three separate locations.
3. The actual location and size of the sewer, water lateral lines, power, gas, access, and telephone service shall be determined by joint agreement among the Grantor, the Developer, and the contractor retained to install the same on subject Highland Drive road.
4. In connection with said sewer and culinary water lateral line, construction and installation, the Developer agrees to make all payments as the same become due for the work in connection with the actual construction activity and to bear all cost associated thereto. The parties hereby acknowledge that Developer shall provide to Grantor, at Developer's sole expense, a minimum of the following:

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4.1 Three (3) 8 inch sewer line "Y's" and an 8 inch sewer lateral, or larger if deemed necessary by Grantor -- to be installed, capped, and marked at a point 2 feet inside the road right-of-ways, and/or in locations to be determined.

4.2 Three (3) 4 inch P.V.C. water line "T's" and a 4 inch water lateral, or larger if deemed necessary by Grantor -- installed to a point 2 feet inside the road right-of-ways, and/or in locations to be determined.

4.3 Three (3) 4 inch Gate Valves, or larger if deemed necessary, installed on the end of each of the three water laterals.

4.4 Three (3) Water Manholes, or more if deemed necessary, installed to contain the Gate Valves.

5. Developer shall construct and install, at his sole expense, all curb, gutter and sidewalk(s) as may be imposed by Draper City on Highland Drive Road where it runs adjacent to Grantor's property.

6. Developer hereby agrees to obtain from Grantor such specifications for property cutouts, transverse access, turn lanes, thru islands on Highland Drive roadway as deemed appropriate by Grantor, and to adapt them in the master plan and to use its best efforts to promote them for approval to all governmental agencies to include and not limited to Utah State and Draper City.

7. The Developer agrees to oversee the final design and installation of the subject sewer, and water lateral lines to the property lines of the Grantor and ensure that no liens are allowed to affix to the title of the subject property covered by this Agreement and owned by Grantor, all at no additional cost to the Grantor.

8. It is understood and agreed by all parties that any connection fees or other costs which may be assessed by Draper City, the Traverse Ridge Special Service District or any other governmental agency shall be the responsibility of Grantor. Developer will pay engineering, survey and like costs.

9. Developer makes no representation whether gas, power or telephone will be provided in the roadway. Should any of the utility companies providing these services in the roadway Developer agrees to stub them in the same manner as sewer and water.

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10. Grantor, in consideration of the above, agrees to approve the site plan as approved by Draper City and grant such easements as specified through Grantor's property except that all slope easements shall be reconveyed to Grantor as the slope on Grantor's property is reduced during the development of Grantor's property.

IN WITNESS WHEREOF the parties hereto have set their hands through their duly authorized representatives as of the date first hereinabove written.

Widowmaker, Inc.

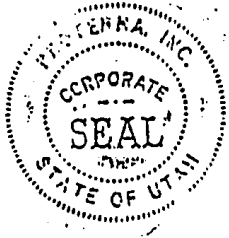
By: [Signature]
President

ProTerra, Inc.

By: [Signature]
President

U. S. General, Inc.

By: [Signature]
President



POOR COPY
CO REORDER

BK 7607 PG 0543

COPY

AMENDED EASEMENT AGREEMENT

This Agreement is entered into this the 16th day of December, 1993, by and between Widowmaker, Inc., (hereinafter referred to as "Widowmaker") and Pine Hill Associates, (hereinafter referred to as "Pine Hill").

WHEREAS, Pine Hill has previously granted an easement to Widowmaker property across Pine Hill's property, (more particularly described by attached Exhibit "A", and by this reference hereby incorporated into this agreement); and

WHEREAS, development of a road through Pine Hill property has been proposed and approved by Draper City. Said road is known as Highland Drive road; and

WHEREAS, by development of said road, the previous easement granted by Pine Hill to Widowmaker becomes no longer feasible for the ingress/egress to Widowmaker property, and Widowmaker is in need of an easement to their property (more particularly described in Exhibit "B" attached hereto and by this reference incorporated into this agreement); and

WHEREAS, the development of the Highland Drive road is in need of certain concessions and easements by Widowmaker in order to make said road feasible; and

WHEREAS, the development of Highland Drive road is beneficial to Pine Hill and Widowmaker.

NOW THEREFORE, in consideration of the mutual covenants and agreement herein contained and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereto agree as follows:

1. The parties hereto agree to vacate the easement as granted by Exhibit "A" for all purposes except for utilities, sewer, and water easement(s) which shall remain and be modified for said purpose.

2. Pine Hill hereby grants to Widowmaker a perpetual, unspecified easement through their property (more particularly described in Exhibit "C" and by this reference incorporated into this Agreement).

3. The purpose of said easement shall be for the development of Widowmaker property, and establishing a roadway for ingress/egress to said property.

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4. The easement shall be established by mutual agreement of the parties and by approval of Draper City. It is mutually agreed and acknowledged that Widomaker may develop their property prior to the development of Pine Hill property and therefore said easement shall be established and agreed upon at the request of either party.

5. Should the parties be unable to agree upon the location of said easement, the parties shall then agree upon an independent developer to establish said easement being charged with protecting both parties' interest and consider "highest and best use" of the property theory in establishing said easement. The exact easement shall be established using the zoning requirements and such other requirement as may be established or imposed by Draper City or such other governmental agencies.

6. Costs for constructing and developing said roadway and improvements shall be split on an equal basis by the parties. Should Pine Hill develop its subject parcel prior to Widomaker, then Pine Hill shall bear said expense initially and be reimbursed one-half by Widomaker upon development of their subject parcel. Should Widomaker develop their subject parcel first, payment of said expense shall reverse.

7. This easement is intended to be a covenant residing with the land and shall be binding upon future owners of the Pine Hill and for the benefit of current and/or future owners of the Widomaker property.

IN WITNESS WHEREOF the parties hereto have set their hands through their duly authorized representatives as of the date first hereinabove written.

Widomaker, Inc.

By: *M. Delbert*
Its: President

-POOR COPY-
CO RECORDED

BK7607PG0545

Pine Hill Associates

By: M. Dale Rust

Its: Partner

By: Daniel W. Rideout

Its: Partner

By: Henning Hoj

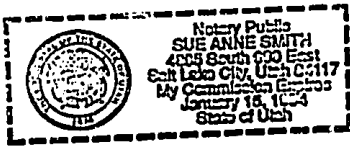
Its: Partner

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

Personally appeared before me this 16th day of December, 1993, STEPHEN RIDEOUT, DANIEL W. RIDEOUT, HENNING HOJ and M. DALE RUST, the signors of the foregoing document, who being first duly sworn and acknowledge, did say that they executed the same.

My Commission Expires
Jan. 15, 1994

NOTARY PUBLIC: Sue Anne Smith
Residing at: Salt Lake



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CO RECORDER

BK 7607 PG 0546

"A"

TOGETHER WITH a right of way 50 feet in width for the purpose of a road, more particularly described as follows:

Beginning at a point 1320 feet West and 885 feet North from the Southeast corner of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian, said point being adjacent to Railroad Right of Way; thence Northeasterly 450 feet, more or less, to the 2000 East; thence Southeasterly along 2000 East 50 feet; thence Southwesterly 470 feet, more or less, parallel to Railroad Right of Way; thence Northwesterly 50 feet to the point of beginning.

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"B"

B

Property: URF #329
Gen. Description: East of I-15 at Bluffdale Exit
Parcel: Southeast Parcel
Date: June 17, 1992

Beginning at a point which is North 89 degrees 15 minutes 20 seconds West 1331.446 feet along section line (West 1320 feet per original deed description) from the Southeast Corner of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian, said point also being South 89 degrees 15 minutes 20 seconds East 1331.446 feet from the South Quarter Corner of said Section 12, and running thence North 0 degrees 39 minutes 12 seconds East 922.787 feet along Quarter-Quarter Section Line to the East line of a 200 foot-wide Union Pacific Railroad Right of Way; thence South 50 degrees 46 minutes 40 seconds West 655.662 feet along said East line to the point of curvature of a 5,629.651 foot-radius curve to the left; thence Southwesterly along the arc of said curve and along said East line 727.020 feet (chord bears: South 47 degrees 04 minutes 41 seconds West 726.515 feet) to the section line; thence South 89 degrees 15 minutes 20 seconds East 1,029.519 feet along section line to the point of beginning.

Contains: 11.3881 acres

TOGETHER WITH a right of way 50 feet in width for the purpose of a road, more particularly described as follows:

Beginning at a point 1320 feet West and 885 feet North from the Southeast corner of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian, said point being adjacent to Railroad Right of Way; thence Northeasterly 450 feet, more or less, to the 2000 East; thence Southeasterly along 2000 East 50 feet; thence Southwesterly 470 feet, more or less, parallel to Railroad Right of Way; thence Northwesterly 50 feet to the point of beginning.

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" C "

PROPERTY DESCRIPTION
BEG 2 RODS W FR SE COR OF SEC 12, T 4S, R 1W, S L M; W 1287
FT; N 870 FT M OR L TO RR; NE'LY ALG RR 751.801 FT M OR L; S
50x04'33" W 92.89 FT; E S17.07 FT; S 330 FT; E 297 FT; S
999.12 FT M OR L TO BEG. LESS ST. 34.48 AC 5914-164, 168,
5683-2647, 2644, 8845-2827, 5377-417, 5353-504 THRU 545,
5352-1098, 8G-164, 8J-109, 8F-63, 6B-404, 7M-155, 7N-382
70-215, 71-281, 6X-382

POOR COPY
TO RECORDER

02/27/97 6581574 31.00
4:04 PM
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
REC BY: B ROME DEPUTY - WI

BK 7607 PG 0549