

When Recorded Return To:  
The Jeremy Golf and Country Club, Inc.  
8770 North Jeremy Road  
Park City, Utah 84098  
Attention: Richard W. Schaefer

**00794057** Bk01823 Pg01662-01674

ALAN SPRIGGS, SUMMIT CO RECORDER  
2006 OCT 17 13:52 PM FEE \$34.00 BY CW  
REQUEST: PREMIER TITLE INSURANCE AGENCY  
*Electronically Recorded by Simplifile*

Space above for County Recorder's Use

## GOLF CART PATH EASEMENT AGREEMENT

THIS GOLF CART PATH EASEMENT AGREEMENT (the "Agreement") is made effective this 2<sup>nd</sup> day of May, 2006, by and between Canyon Links at Jeremy Ranch, LLC, a Utah limited liability company ("Grantor"), and The Jeremy Golf and Country Club, Inc., a Utah non-profit corporation ("Grantee") (Grantor and Grantee are sometimes referred to herein collectively as the "Parties" and individually as a "Party"), with reference to the following:

A. Grantor is the owner of certain real property located in Summit County, Utah (the "Grantor Property"). Grantee is the owner of certain real property located adjacent to the Grantor Property ("Grantee Property"), more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. Grantor and Grantee are parties to that certain Settlement Agreement and Mutual Release of even date herewith ("Settlement Agreement") which agreement provides that Grantor shall grant to Grantee an easement for a golf cart path.

C. Pursuant to the Settlement Agreement, Grantor has or will execute that certain subdivision plat ("Subdivision Plat") for Canyon Links at Jeremy Ranch Golf & Country Club Phase 2, a planned community related to the development of a portion of the Grantor Property.

D. In accordance with and subject to the terms and conditions of this Agreement, Grantor has agreed to grant and convey to Grantee a nonexclusive easement for a golf cart path on the portion of the Grantor Property in the location depicted on the Subdivision Plat a reduced copy of which is attached hereto as Exhibit B (the "Easement Property").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and consideration of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Subject to all of the terms and conditions of this Agreement, Grantor hereby grants to Grantee, its successors and assigns, a perpetual, nonexclusive easement ("Easement") to construct, maintain, operate, repair and replace a surface asphalt path solely for a golf cart path over and across the Easement Property. The Easement Property is more particularly described in Exhibit C attached hereto and incorporated herein by this reference. The Easement Property and the Grantee Property are sometimes referred to herein collectively as the "Parcels" and individually as a "Parcel".

2. Use of Easement. Grantee's use of the Easement shall be limited to the members, invitees and guests of Grantee's golf club known as the Jeremy Ranch Golf Course, and shall be used by such persons solely for the purpose of golf cart and pedestrian access in connection with the play of golf.

3. Maintenance. Grantee shall, at Grantee's sole cost and expense, at all times keep and maintain the Easement Property and any improvements thereto in good condition and repair. Grantor shall have no obligation whatsoever to maintain, repair or replace the Easement Property or improvements thereto.

4. Warranty of Title. Grantor warrants against all claiming by, through or under it to Grantee that Grantor has the right to grant the Easement and shall indemnify Grantee from any claims, loss, cost, damage or expense, including attorney's fees and court costs, arising from any breach of the warranty. Grantee shall accept the Easement subject to all matter of record.

5. Indemnification. To the fullest extent allowed by law, Grantee and its successors and assigns, shall indemnify and hold Grantor and its officers, members, managers, contractors, agents and employees harmless from and against any loss, cost, damage or expense, including claims for death or injury to persons or damage to property, and including without limitation attorneys' fees and court costs related to Grantee's use of the Easement.

6. Mutuality; Runs With the Land.

(a) The easements, rights and obligations granted or created hereby are appurtenances to the Parcels and none of the easements, rights or obligations may be transferred, assigned or encumbered except as an appurtenance to such Parcels. For the purposes of the easements and rights set forth herein, the Grantee Property shall constitute the dominant estate, and the Easement Property shall constitute the servient estate.

(b) Each of the easements and rights contained in this Agreement (whether affirmative or negative in nature) (i) shall constitute covenants running with the land; (ii) shall bind every person having a fee, leasehold or other interest in any portion of the Parcel at any time or from time to time to the extent such portion is affected or bound by the easement or right in question, or to the extent that easement or right is to be performed on such portion; and (iii) shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns as to their respective Parcels.

7. Notice. All notices required to be given under this Agreement shall be in writing and shall be transmitted either by personal delivery, a reputable overnight courier which keeps receipts of delivery (such as Federal Express), or through the facilities of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be effective upon delivery, if delivered by personal delivery or overnight courier, and seventy-two (72) hours after dispatch, if mailed in accordance with the above. Notices to the respective Parties shall be sent to the addresses below:

If to Grantee: The Jeremy Golf and Country Club, Inc.  
8770 North Jeremy Road  
Park City, Utah 84098  
Attention: Richard W. Schaefer

If to Grantor: Canyon Links at Jeremy Ranch, LLC  
7084 South 2300 East, Suite 210  
Salt Lake City, Utah 84121  
Attention: Craig Embley

8. General Provisions.

(a) Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

(b) Attorneys' Fees. In the event it becomes necessary for any Party hereto to employ an attorney in order for such Party to enforce its rights hereunder, either with or without litigation, the non-prevailing Party of such controversy shall pay to the prevailing Party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing Party in enforcing its rights hereunder.

(c) Third Party Rights. Nothing in this Agreement, expressed or implied, is intended to confer any rights upon any person or entity other than the Parties and their successors and assigns.

(d) Amendment. Except as otherwise provided herein, no modification of this Agreement shall be made or effective unless and until such modification is executed by Grantor and Grantee, or their successors or assigns.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

(f) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

(g) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their heirs, personal representatives, successors and assigns. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns and successors of the Parties.

(h) No Relationship. The Parties shall not, by this Agreement nor by any act of either Party, be deemed principal and agent, limited or general partners, joint venturers or of

any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

(i) No Waiver. Failure of a Party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the Party alleged to have waived its rights.

(j) Authority. Each undersigned represents and warrants that each has been duly authorized by all necessary corporate, company or trust action, as appropriate, to execute this Agreement for and on behalf of the respective Parties. The Parties specifically represent and warrant that no other parties are required to join or execute this Agreement to validate this Agreement and the licenses, covenants, restrictions and undertaking of this Agreement. Each undersigned further represents and warrants that this Agreement, when fully executed, shall constitute a legal, valid, and binding agreement for each of the respective Parties, enforceable in accordance with its terms.

(k) Interpretation. The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate.

(l) Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, by facsimile or otherwise, shall be deemed an original, but all of which shall together constitute one and the same instrument.

(m) Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the matters set forth herein and cannot be altered or otherwise amended, except pursuant to an instrument in writing signed by each of the Parties hereto.

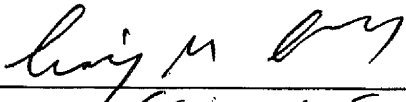
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Golf Cart Path Easement Agreement as of the dates below written to be effective as of the date first above written.

**GRANTOR:**

Canyon Links at Jeremy Ranch, LLC, a Utah limited liability company

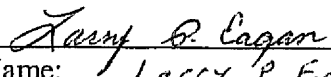
Date: 5/2/06

By:   
Print Name: Craig M. Embley  
Title: Manager

**GRANTEE:**


The Jeremy Golf and Country Club, Inc., a Utah non-profit corporation

Date: 5/3/06

By:   
Print Name: Larry P Eagan  
Title: Club President

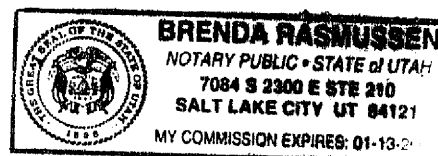
STATE OF UTAH )  
 )  
 ) :SS.  
 )  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day May, 2006, by Craig Embley, the Manager of Canyon Links at Jeremy Ranch, LLC, a Utah limited liability company, on behalf of the company.

  
NOTARY PUBLIC  
Residing at: Shel, VT

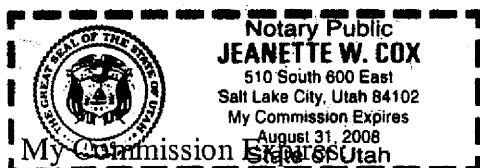
My Commission Expires:

1/13/2008



STATE OF UTAH )  
 )  
 ) :SS.  
COUNTY OF SITUE )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day May, 2006, by Larry Eng -, the President of The Jeremy Golf and Country Club, Inc., a Utah non-profit corporation, on behalf of the corporation.



Jeanette W. Cox  
NOTARY PUBLIC  
Residing at:

My Commission Expires 8/31/08

**EXHIBIT A  
TO  
GOLF CART PATH EASEMENT AGREEMENT**

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(Description of Grantee Property)

The land referred to in this instrument is situated in Summit County, Utah and is described as follows:

## PROPERTY DESCRIPTION: (CLUBHOUSE PARCEL)

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

00378672 DR0723 P00599

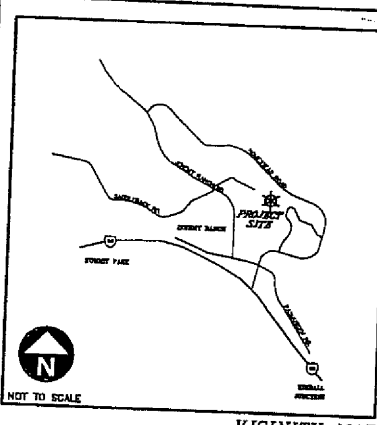


**EXHIBIT B  
TO  
GOLF CART PATH EASEMENT AGREEMENT**

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(Depiction of Golf Cart Path)

*See Attached*



**LINE TABLE**

| LINE | LENGTH | BEARING     |
|------|--------|-------------|
| L1   | 88.33  | S73°11'14"E |
| L2   | 82.00  | S58°33'46"E |
| L3   | 41.00  | S88°13'00"E |
| L4   | 6.92   | N57°38'29"W |
| L5   | 31.00  | N31°47'00"E |
| L6   | 21.63  | N62°50'00"W |
| L7   | 77.17  | N31°47'00"E |
| L8   | 6.13   | S34°54'35"W |
| L9   | 5.47   | N34°23'21"E |
| L10  | 3.94   | N28°21'21"E |
| L11  | 4.84   | N28°26'20"E |
| L12  | 15.38  | N07°28'32"E |
| L13  | 3.84   | N07°28'32"E |
| L14  | 12.86  | N58°27'41"W |

**CURVE TABLE**

| CURVE | DELTA     | RADIUS  | LENGTH |
|-------|-----------|---------|--------|
| C1    | 4°24'01"  | 1000.00 | 76.80  |
| C2    | 8°11'04"  | 830.00  | 84.16  |
| C3    | 4°20'37"  | 815.42  | 68.40  |
| C4    | 0°18'33"  | 890.40  | 4.37   |
| C5    | 14°33'15" | 235.00  | 55.18  |
| C6    | 1°30'30"  | 970.00  | 31.18  |
| C7    | 0°31'34"  | 970.00  | 8.61   |
| C8    | 3°41'03"  | 480.00  | 30.86  |
| C9    | 4°16'31"  | 420.00  | 31.34  |
| C10   | 1°28'10"  | 420.00  | 10.53  |
| C11   | 0°21'49"  | 420.00  | 6.33   |
| C12   | 0°38'16"  | 1030.00 | 11.74  |
| C13   | 0°22'23"  | 1030.00 | 6.70   |
| C14   | 1°43'46"  | 1030.00 | 31.09  |
| C15   | 0°30'43"  | 1030.00 | 15.18  |
| C16   | 1°37'03"  | 1030.00 | 27.58  |
| C17   | 1°27'23"  | 1030.00 | 26.18  |
| C18   | 4°24'01"  | 970.00  | 74.49  |

**UTILITY EASEMENT APPROVAL**  
 THE SHOWN UTILITY EASEMENTS HAVE BEEN APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY UTAH POWER, A DIVISION OF PACIFIC CORP.,  
 AUTHORIZED AGENT

**PARK CITY FIRE SERVICE DISTRICT**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY PARK CITY FIRE SERVICE DISTRICT,  
 FIRE MARSHAL

**WATER DISTRICT**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY SUMMIT WATER DISTRICT,  
 AUTHORIZED AGENT

**SUMMIT COUNTY PUBLIC WORKS**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY SUMMIT COUNTY PUBLIC WORKS DEPARTMENT,  
 PUBLIC WORKS DIRECTOR

**SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

ADMINISTRATIVE DIRECTOR

- LEGEND**
- SECTION CORNER
  - EXISTING STREET MONUMENT
  - STREET MONUMENT TO BE SET (3 REQUIRED)
  - 5/8" IRON PIPE w/ CAP MARKED L.S. 147581
  - FOUND REBAR w/ CAP MARKED AS NOTED
  - COMMON AREA
  - PRIVATE OWNERSHIP
  - RESTRICTED COMMON AREA
  - CART PATH EASEMENT

| LOT | SQ. FT. | ADDRESS                       | LOT | SQ. FT. | ADDRESS                       |
|-----|---------|-------------------------------|-----|---------|-------------------------------|
| 57  | 2431    | 3105 W. LOWER SADDLEBACK ROAD | 74  | 2126    | 3251 W. LOWER SADDLEBACK ROAD |
| 58  | 1833    | 3116 W. LOWER SADDLEBACK ROAD | 75  | 1920    | 3242 W. LOWER SADDLEBACK ROAD |
| 59  | 1833    | 3126 W. LOWER SADDLEBACK ROAD | 76  | 1920    | 3233 W. LOWER SADDLEBACK ROAD |
| 60  | 2431    | 3136 W. LOWER SADDLEBACK ROAD | 77  | 2105    | 3223 W. LOWER SADDLEBACK ROAD |
| 61  | 2431    | 3146 W. LOWER SADDLEBACK ROAD | 78  | 2126    | 3216 W. LOWER SADDLEBACK ROAD |
| 62  | 1833    | 3156 W. LOWER SADDLEBACK ROAD | 79  | 1920    | 3199 W. LOWER SADDLEBACK ROAD |
| 63  | 1833    | 3166 W. LOWER SADDLEBACK ROAD | 80  | 1920    | 3181 W. LOWER SADDLEBACK ROAD |
| 64  | 2431    | 3176 W. LOWER SADDLEBACK ROAD | 81  | 2126    | 3171 W. LOWER SADDLEBACK ROAD |
| 65  | 2372    | 3186 W. LOWER SADDLEBACK ROAD | 82  | 2067    | 3157 W. LOWER SADDLEBACK ROAD |
| 66  | 2372    | 3196 W. LOWER SADDLEBACK ROAD | 83  | 1918    | 3147 W. LOWER SADDLEBACK ROAD |
| 67  | 2467    | 3206 W. LOWER SADDLEBACK ROAD | 84  | 1920    | 3137 W. LOWER SADDLEBACK ROAD |
| 68  | 1814    | 3216 W. LOWER SADDLEBACK ROAD | 85  | 2126    | 3115 W. LOWER SADDLEBACK ROAD |
| 69  | 2431    | 3226 W. LOWER SADDLEBACK ROAD | 86  | 2126    | 3105 W. LOWER SADDLEBACK ROAD |
| 70  | 2431    | 3236 W. LOWER SADDLEBACK ROAD | 87  | 1920    | 3097 W. LOWER SADDLEBACK ROAD |
| 71  | 1833    | 3246 W. LOWER SADDLEBACK ROAD | 88  | 1815    | 3087 W. LOWER SADDLEBACK ROAD |
| 72  | 1833    | 3256 W. LOWER SADDLEBACK ROAD | 89  | 2030    | 3087 W. LOWER SADDLEBACK ROAD |
| 73  | 2449    | 3268 W. LOWER SADDLEBACK ROAD |     |         |                               |

**CANYON LINKS AT JEREMY RANCH GOLF AND COUNTRY CLUB PHASE 2**  
 19.95 ACRES

SOUTHWEST CORNER SECTION 2  
 T.1S., R.3E., S.1B.M.  
 NOT FOUND  
 JEREMY RANCH PLAT 3 LOCATION

|   |   |   |   |
|---|---|---|---|
| <b>COUNTY ASSESSOR</b><br>REVIEWED AND ACCEPTED BY:<br>THE OFFICE OF THE SUMMIT COUNTY ASSESSOR.<br>THIS _____, DAY OF _____, 2006.<br>SUMMIT COUNTY ASSESSOR | <b>COUNTY PLANNING COMMISSION</b><br>APPROVED AND ACCEPTED BY:<br>THE SNYDERVILLE BASIN PLANNING COMMISSION.<br>THIS _____, DAY OF _____, 2006.<br>PLANNING COMMISSION CHAIRMAN | <b>WATER RECLAMATION DISTRICT</b><br>REVIEWED FOR CONFORMANCE TO:<br>THE SNYDERVILLE BASIN WATER RECLAMATION DISTRICT'S STANDARDS.<br>THIS _____, DAY OF _____, 2006.<br>S.B.W.R.D. | <b>COUNTY ENGINEER</b><br>I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT REVIEWED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE AVAILABLE INFORMATION ON FILE IN THIS OFFICE.<br>DATE: _____<br>SUMMIT COUNTY ENGINEER |
|---|---|---|---|

00794057

BK1823 PG1671

1. A Declaration of Covenants and Restrictions has been recorded in Book \_\_\_\_\_ of Pages \_\_\_\_\_ in the office of the Summit County Recorder.

2. It is the responsibility of the Canyon Lake Homeowners Association Inc. to access, maintain, repair and replace private sanitary sewer laterals in the Common and Restricted Common Areas.

3. All Restricted Common and Common Areas are subject to a non-exclusive Public Utility Easement for the purpose of providing access for utility installation, use, maintenance and eventual replacement.

4. The Common Area includes all real property and improvements within the Property, other than the Lots and Dwellings, including without limitation all Restricted Common Areas, easements, and private roadways and driveways, which shall be owned by Canyon Lake Owners Association, Inc. (the "Association") for the common use and enjoyment of all Owners.

5. Rights of an individual Owner to portions of the Common Area known as Restricted Common Area consist of (1) an exclusive easement to accommodate the projection of awnings and other structural components of a dwelling into the Common Area; (2) an easement to the use of any balcony, patio, porch, deck, or other structure attached to a dwelling; (3) an easement to the use and enjoyment of all private walkways, if any, between the residential and garage portions of such Owner's dwelling; and (4) any other Restricted Common Areas shown on the Plat of the Common Area. No fencing is allowed to be installed other than patio fencing.

[illegible]

Containing 607,738 square feet or 13.95 acres more or less.

SURVEYOR'S CERTIFICATE

I, Eric D. Robins, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 5152671 as prescribed under the laws of the State of Utah. I further certify, on behalf of the Jock Johnson Company, that a survey has been made of the land shown on this plat and described hereon, and that this plat is a correct representation of the land surveyed and has been prepared in conformity with the minimum standards and requirements of the law.

**Eric O. Robinson**

Date \_\_\_\_\_

[illegible][illegible]

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

### Canyon Links at Jeremy Ranch

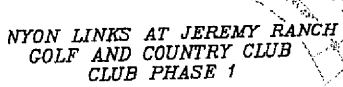
By: Canyon Links at Jeremy Ranch, LLC General Manager - Craig Embrey

State of Utah )  
County of Summit )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, personally appeared before me Craig Embley, who, being by me duly sworn, did acknowledge to me that he is the General Manager of Canyon Links at Jeremy Ranch, LLC and the within and foregoing Owner's Dedication and Consent to Record was signed on behalf of said Canyon Links at Jeremy Ranch, LLC and Craig Embley duly acknowledged that said Corporation executed the same.

Notary Public


Residing at \_\_\_\_\_ My commission expires \_\_\_\_\_



CANYON LINKS AT JEREMY RANCH  
GOLF AND COUNTRY CLUB - PHASE 2  
A PLANNED UNIT DEVELOPMENT

LOCATED IN SECTION 2  
TOWNSHIP 1 SOUTH, RANGE 3 EAST  
SALT LAKE BASE AND MERIDIAN  
SUMMIT COUNTY, UTAH

SHEET 1 OF 1  
JANUARY 2006

|  |   |   |   |
|--|---|---|---|
| <p align="center"><b>COUNTY COMMISSION</b></p> <p>PRESENTED TO:<br/>THE BOARD OF SUMMIT COUNTY COMMISSIONERS.</p> <p>THIS _____, DAY OF _____, 2006,<br/>AT WHICH TIME THIS PLAT WAS APPROVED AND ACCEPTED.</p> <p>_____<br/>SUMMIT COUNTY CHAIRMAN</p> <p>_____<br/>SUMMIT COUNTY CLERK</p> | <p align="center"><b>APPROVAL AS TO FORM</b></p> <p>APPROVED AS TO FORM ON:<br/>THIS _____, DAY OF _____, 2006.</p> <p>_____<br/>SUMMIT COUNTY ATTORNEY</p> | <p align="center"><b>RECORDED</b></p> <p>ENTRY NO. _____ BOOK _____ PAGE'S _____<br/>STATE OF _____, COUNTY OF _____<br/>DATE _____ TIME _____<br/>RECORDED AND FILED AT THE REQUEST OF: _____</p> <p align="center">_____<br/>SUMMIT COUNTY RECORDER</p> | <p align="center"> <br/> <b>JACK JOHNSON COMPANY</b><br/>         Designing World Destinations<br/>         In-Person - 1777 Blue Pearl Drive • Park City • Utah 84098<br/>         Telephone - 435.845.9000 • Facsimile - 435.848.1820<br/> <a href="http://www.jackjohnson.com">www.jackjohnson.com</a> </p> |
|--|---|---|---|

BK1823 PG1672

**00794057**

**EXHIBIT C  
TO  
GOLF CART PATH EASEMENT AGREEMENT**

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(Description of Easement Property)

The land referred to in this instrument is situated in Summit County, Utah and is described as follows:

A PARCEL OF LAND LOCATED IN SECTION 2, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SUMMIT COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 89°47'18" WEST, 1149.18 FEET AND NORTH 00°12'42" WEST, 981.78 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 2; THENCE NORTH 59°27'41" WEST, 12.96 FEET; THENCE NORTH 20°36'34" WEST, 41.62 FEET; THENCE NORTH 29°51'41" EAST, 109.33 FEET; THENCE SOUTH 14°10'00" EAST, 66.33 FEET; THENCE SOUTH 30°32'19" WEST, 88.29 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 0.11 ACRES, MORE OR LESS.

Part of Tax ID: SS-3-E-1

BK1823 PG1674