

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

ENTRY NO. 00887518

12/01/2009 01:02:58 PM B: 2011 P: 1953

Agreement PAGE 1/14

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$8.00 BY JEREMY GOLF AND COUNTRY CLUB



EXPANDED GOLF CART PATH EASEMENT AGREEMENT

THIS EXPANDED GOLF CART PATH EASEMENT AGREEMENT (the "Agreement") is made effective this 10 day of NOVEMBER 2009, by and between **SA GROUP PROPERTIES, INC.** ("Grantor"), and **THE JEREMY GOLF AND COUNTRY CLUB, INC.**, a Utah 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"), more particularly described in Exhibit A attached hereto and incorporated herein by this reference. Grantee is the owner of certain real property located adjacent to the Grantor Property ("Grantee Property"), more particularly described in Exhibit B attached hereto and incorporated herein by this reference.

B. On May 2, 2006, Grantee and Canyon Links at Jeremy Ranch, L.L.C ("Canyon Links"), predecessor to Grantor and a prior owner of the Grantor property, entered into an agreement entitled "Golf Cart Path Easement Agreement" (the "Prior Agreement") by which, among other matters, Canyon Links granted to Grantee an easement for a golf cart path. The Prior Agreement was recorded in the office of the Summit County Recorder on October 17, 2006, in Book 01823 at Page 01662-01674.

C. Effective upon the execution and recording of this Agreement, the parties desire to acknowledge and expand the easement granted under the Prior Agreement.

D. In accordance with and subject to the terms and conditions of this Agreement, Grantor has agreed to grant and convey to Grantee an exclusive 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 the relevant portion of which is attached hereto as Exhibit C (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, exclusive easement ("Easement") to construct, maintain, operate, repair and replace a surface asphalt and/or concrete path solely for a golf cart path over and across the Easement Property. The Easement Property is more particularly described and depicted in Exhibit D attached hereto and incorporated herein by this reference. The Easement Property, Grantor 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 employees, members, invitees and guests of Grantee's golf club known as the Jeremy Golf and Country Club, 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 improvements in the Easement Property.

4. Warranty of Title. Grantor warrants to Grantee title to the Easement Property against all claiming by, through or under Grantor but not otherwise. Grantee shall accept the Easement subject to all matters 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 or to such other addresses as may be provided by a Party to the other Party in connection with the notice provisions of this paragraph:

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: SA Group Properties, Inc.
Attn: Peggy Carmichael
555 SW Oak, Suite 505
P.O. Box 3108
Portland, OR 97208-3108

Holland & Hart LLP
Attn: Sherilyn A. Olsen
60 East South Temple, Suite 2000
Salt Lake City, Utah 84111-1031

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.

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

GRANTOR:

SA GROUP PROPERTIES, INC.,
a Minnesota Corporation

Date: November 16th, 2009

By: Peggy Ann Michael
Print Name: Peggy Ann Michael
Title: Vice - President

GRANTEE:

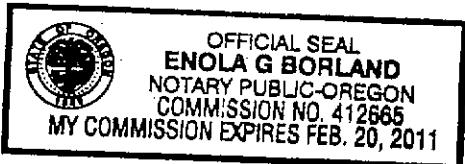
THE JEREMY GOLF AND COUNTRY CLUB,
INC., a Utah corporation

Date: November 17, 2009

By: Ellen N. Artist
Print Name: Ellen N. Artist
Title: President

STATE OF Oregon)
) ss.
COUNTY OF Multnomah

The foregoing instrument was acknowledged before me this 16th day of November,
2009, by Deagy Carnichael, the VP of **SA GROUP PROPERTIES, INC.**, a Minnesota Corporation, on behalf of the corporation.



Enola G. Borland
Notary Public

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____, the _____ of **The Jeremy Golf and Country Club, Inc.**, a Utah corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

EXHIBIT A
to
GOLF CART PATH EASEMENT AGREEMENT

(Legal Description)

Lots 57 - 89, Canyon Links at Jeremy Ranch Golf & Country Club Phase 2, a planned unit development; according to the official plat on file in the Summit County Recorder's Office together with the common area appurtenant to such lots.

CLJR - 2 - 57 THROUGH CLJR - 2 - 89

EXHIBIT B
to
GOLF CART PATH EASEMENT AGREEMENT

(Description of Grantee Property)

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

See Attached

PROPERTY DESCRIPTION: (CLUBHOUSE PARCEL)

Beginning at a point on the westerly right-of-way line of Jeremy Road, as plotted, said point also being South 89° 47' 18" West, along the southerly section line, 1255.39 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 58° 44' 00"); thence along the arc of said curve and said right-of-way 358.03 feet; thence South 30° 08' 00" West along said right-of-way 13.00 feet; thence North 58° 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. 235269 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 14.84 feet to a point on a 301.90 foot compound curve to the right (center bears South 38° 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 18° 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 28° 51' 41" West 109.33 feet; thence South 20° 38' 34" East 41.82 feet; thence South 38° 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.

SS - 3-6

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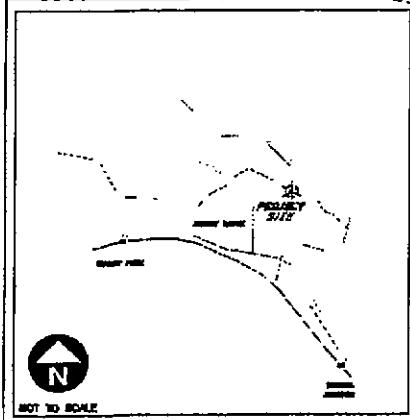
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EXHIBIT C
to
GOLF CART PATH EASEMENT AGREEMENT

(Depiction of Golf Cart Path)

See Attached



THE JEREMY
RANCH GOLF
AND COUNTRY
CLUB INC.

SIMPACK,
LLC

LOWER SADDLEBACK ROAD
LINE

CURVE TABLE		
CLM#	DETA	RANGE
C100	000000	70.00
C101	000000	64.00
C102	000000	60.00
C103	000000	56.00
C104	000000	47.00
C105	000000	43.00
C106	000000	31.00
C107	000000	24.00
C108	000000	20.00
C109	000000	10.00
C110	000000	10.00
C111	000000	6.00
C112	000000	11.75
C113	000000	8.75
C114	000000	31.00
C115	000000	19.00
C116	000000	22.00
C117	000000	24.00
C118	000000	74.00

UTILITY EASEMENT APPROVAL

THE SHOWN UTILITY EASEMENTS HAVE BEEN APPROVED AND
ACCEPTED THIS 20 DAY OF 20

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

PARK CITY FIRE SERVICE DISTRICT

APPROVED THIS 20 DAY OF 20

BY PARK CITY FIRE SERVICE DISTRICT
FIRE MARSHAL

WATER DISTRICT

APPROVED THIS 20 DAY OF 20

BY SUMMIT WATER DISTRICT
AUTHORIZED AGENT

SUMMIT COUNTY PUBLIC WORKS

APPROVED THIS 20 DAY OF 20

BY SUMMIT COUNTY PUBLIC WORKS DEPARTMENT
PUBLIC WORKS DIRECTOR

SANDYVILLE 5-10-1 SPECIAL RECREATION DISTRICT

APPROVED THIS 20 DAY OF 20

ADMINISTRATIVE DIRECTOR

LEGEND

- ◆ SECTION CORNER
- EXISTING STREET MONUMENT
- ◆ STREET MONUMENT TO BE SET
(3 REQUIRED)
- ◆ 8/8" IRON PIPE w/CAP
MARKED L.L. 147801
- FOUND STONE w/CAP
MARKED AS NOTED
- COMMON AREA
- PRIVATE OWNERSHIP
- ▨ RESTRICTED COMMON AREA
- ▨ CMT PATH EASEMENT

LOT	SC. FT.	ACRES	LOT	SC. FT.	ACRES
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CONFESSIONS

1. A Description of Covenants and Restrictions has been recorded in Book _____ of Page _____ in the office of the Summit County Recorder.
2. It is the responsibility of the Canyon Lakes Homeowners Association Inc. to assess, maintain, repair and replace private auxiliary 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 in within the Property, other than the Lot and Development, including, but not limited to, common areas, roads, areas of improvement, common property, and amenities, of which shall be owned by Canyon Lakes 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 Areas consist of (1) an exclusive easement to accommodate the projection of trees and other structures, components or a dwelling into the Common Area; (2) an easement for the use of common property or directly appurtenant to the Dwelling; (3) an easement for the use of common property for 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 Map. The common area is Master Planned open space and is not to be sold separately. No fencing is allowed to be installed other than patio fencing.
6. The common area is Master Planned open space and is not to be sold separately.
7. No fencing is allowed to be installed other than patio fencing.
8. Alteration of any structures, improvements or landscaping from the Original Project Design, as defined in the Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Canyon Lakes at Jersey Ranch Golf and Country Club, Inc., a Plaintiff in this Development, is prohibited.
9. All irrigation will be via a Mettler 13-12 0.8" sprinkler system installed as required for the Park City Rfa Service District.
10. An all weather fire department access road is required to be installed and made serviceable prior to the issuance of a building permit and/or construction commencing on the property. The Fire District has the right to require removal of all debris during construction, in the event that the required access road is not maintained. The Fire District reserves the right to stop work until required roads are placed back in service.
11. Water samples required for fire protection and fire hydrants are to be taken and made serviceable prior to the issuance of a building permit and/or construction commencing on the property. The Fire District has the right to require removal of all debris during construction, in the event that the required access road is not maintained. The Fire District reserves the right to stop work until required roads are placed back in service.
12. Canyon Lakes at Jersey Ranch Golf and Country Club is located in close proximity to the Brynwood Beach Water Reclamation District's waste water treatment plant, as such there is the potential of vessel impacts, debris, noise and truck traffic associated with the existing use.
13. All All-weather and weed burning devices shall comply with minimum EPA standards.
14. Canyon Lakes located in Phase 1 of Canyon Lakes at Jersey Ranch Golf and Country Club may be changed to a one-way road in the future, if the need arises because of safety issues.
15. A non-exclusive 10.00 foot side Public Utility Easement is hereby dedicated along all right of ways.
16. Utilities shall have the right to勘测, maintain, and operate their facilities and equipment in and about the property within the Public Utility Easement located on this plat map as may be necessary or desirable in serving the lots. Maintained facilities, including the right of access to such facilities and the right to remove or any obstructions, including trees and vegetation that may be placed within the PUE at the lot owner's expense. All no times may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the Utilities with facilities in the PUE.
17. Prior to issuance of a Building Permit, Summit County water conservancy requirements must be satisfied.
18. Flood Zone is "X" on FEMA map dated March 16, 2006.

5421 1655 P.P.IK

Contractors \$37,276 money lost or 13.85 times more of loss

SURVEY'S OF PLATEAU

1. Eddie D. Reshko, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 000000071 as issued by the State of Utah. I further certify, on the part of the Jack Johnson Company, that a survey of the land has been made of the lot shown on this plan and described herein, and that this plan is a correct representation of the land as surveyed and has been prepared in conformity with the relevant standards and requirements of the law.

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OWNER'S DECLARATION AND CONSENT TO RECORD

Know all men by these presented, that the Canyon Lakes at Jersey Roads, U.S. A. U.S.A. Limited Liability Company, the owners of the herein described property, do hereby consent to be divided into lots and parcels, as set forth in the Deed, hereinafter to be known as Canyon Lakes At Jersey Roads Golf and Country Club Phase 2, A Planned Unit Development, subject to the Covenants, Conditions, Restrictions and reservations of assessments for Canyon Lakes at Jersey Roads Golf and Country Club, A Planned Unit Development, recorded in the office of the Summit County, Utah, Recorder's Office, in Book _____, Page _____.

The Owner hereby delegates to Summit County, Lower Soda Butte Road as a Plaintiff in this Trial, the Owner's right, title and interest in Summit County, Lower Soda Butte Road, Water Reservation District and Park City Fire Protection District, a portion of the property, ownership, easements, restrictions, covenants, areas and utility agreements shown on this Map for the purpose of providing access for utility installation, maintenance, use and eventual replacement and to provide emergency services to and Camp Lure, Jenny French Camp and Discovery Camp Phase 2, a Planned Unit Development. The Owner, or his representatives, hereby irrevocably offers for dedication to Summit County of the streets, and land for local government use, easements, parks and required utilities and easements shown on this Plat and construction plans in accordance with an irrevocable offer of dedication.

Enclosed this _____ day of _____ 2008

Course List at James River

By: Canyon Lider et Jeremy Knobell, LLC General Manager - Craig Endley

ACKNOWLEDGMENT

County of Summit, E

On Wednesday, January 1, 2003, personally appeared before me Craig Erdahl, who, being lawfully called, did acknowledge to me that he is the General Manager of Cypress Units of Jersey Ranch, LLC and the author and Owner of Cypress and Cypress.com. It was signed on behalf of said Cypress Units of Jersey Ranch, LLC and Cypress, Inc. that shall acknowledge and hold Cypress.com as the owner.

ON LINKS AT JEREMY RANCH
GOLF AND COUNTRY CLUB
CLUB PHASE 1

SOUTHEAST CORRIDOR SECTION 2
T.I.E., R.R.C., SLO-4M.
NOT FOUND
JEREMY RANCH PLAT 3 LOCATION

EXHIBIT D
to
GOLF CART PATH EASEMENT AGREEMENT

(Description of Easement Property)

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

See Attached

EASEMENT PROPERTY

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

BEGINNING AT A POINT LOCATED SOUTH $89^{\circ}47'18''$ WEST
1149.18 FEET AND NORTH $30^{\circ}12'42''$ WEST 981.78 FEET FROM
THE SOUTHEAST CORNER OF SAID SECTION 2; THENCE
NORTH $58^{\circ}28'31''$ WEST 13.24 FEET; THENCE
NORTH $20^{\circ}36'34''$ WEST 41.26 FEET; THENCE
NORTH $29^{\circ}51'41''$ EAST 109.33 FEET; THENCE
SOUTH $14^{\circ}10'00''$ EAST 66.33 FEET; THENCE
SOUTH $26^{\circ}00'41''$ WEST 88.69; THENCE
NORTH $58^{\circ}28'31''$ WEST 7.00 FEET TO THE POINT OF
BEGINNING,
CONTAINING 0.115 ACRES, MORE OR LESS.

CLJR - 2-57 THROUGH CLJR-2-89

