

WHEN RECORDED, MAIL TO:

David E. Gee, Esq.

Parr Brown Gee & Loveless

185 South State Street, Suite 800

Salt Lake City, Utah 84111

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Agreement**") is made as of the 24th day of August, 2010, by CRESTVIEW CONDOMINIUM ASSOCIATION, INC., a Utah nonprofit corporation (the "**Association**") in favor of BOYER SNYDERVILLE JUNCTION, L.C., a Utah limited liability company ("**Boyer**"). Association and Boyer are sometimes collectively referred to in this Agreement as the "**Parties**" or individually as a "**Party**."

RECITALS:

A. The Association constitutes the "Association of Unit Owners" under the Utah Condominium Ownership Act, Utah Code Annotated Section 57-8-1 *et. seq.* (the "**Act**") with respect to a Condominium Project (as defined in the Act) known as the Crestview Condominiums, created pursuant to a Declaration of Condominium dated December 6, 2000 and recorded December 7, 2000 as Entry No. 578143 in the Official Records of Summit County, Utah. The land subject to the Declaration is located in Summit County, Utah, and the legal description of such land is described on **Exhibit A** attached hereto (the "**Association Parcels**").

B. Boyer owns certain tracts of land within Summit County, Utah consisting of the real property described on **Exhibit B** attached hereto ("**Boyer Parcels**").

C. Boyer desires to obtain certain easement and rights across and with respect to a portion of the Association Parcels, as such portion is depicted on **Exhibit C** attached hereto (the "**Easement Area**") for the benefit and use of the Boyer Parcels and for the benefit of each and every future further subdivided portion of the Boyer Parcels. The legal description of the Easement Area is set forth on **Exhibit D**. The Easement Area is part of the Common Areas and Facilities (as defined in the Act).

D. The Unit Owners (as defined in the Act) and the Association have agreed to grant the requested easements and rights to Boyer, and consent to a future Dedication (as defined below) of all or part of the Easement Area.

E. The Owners desire to execute and record this Agreement for the purpose of evidencing of record the foregoing described matters.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, for themselves and, in the case of the Association, for the Unit Holders, hereby agree as follows:

1. Recitals. The recitals set forth above in this Agreement are hereby incorporated and made a part of this Agreement.

2. Definitions. Certain capitalized terms which are used in this Agreement are previously defined in this Agreement. In addition to those previously defined terms, the following capitalized terms shall have the meanings indicated.

"Benefited Parties" means, with respect to a Parcel, the Owners and Occupants of that Parcel, and their respective employees, customers, guests and invitees, and each governmental unit or local district, private company or public utility that installs Utility Facilities in the Easement Area for the benefit of the Boyer Parcels.

"Dedication" is defined in Section 5.

"Governmental Authorities" means all governmental or quasi-governmental units, commissions, councils, boards, agencies, staffs or similar bodies having jurisdiction over a specified matter.

"Governmental Requirements" means all laws, ordinances, rules, requirements, resolutions, policy statements and regulations of Governmental Authorities with respect to a specified matter.

"Mortgage" means a recorded mortgage, deed of trust or other security agreement creating a lien on a Parcel or a portion of a Parcel as security for the payment of indebtedness.

"Mortgagee" means the mortgagee, beneficiary or other secured party under a Mortgage.

"Occupant" means any Person that, by virtue of a contract to purchase, a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use any Parcel or portion of any Parcel.

"Offending Owner" is defined in Section 4.

"Owner" means any Person that, at the time concerned, is the owner of record in the office of the County Recorder of Summit County, Utah of the ground leasehold interest in any Parcel or portion of any Parcel. In the event that, at any time, more than one Person owns the fee interest in a Parcel, they shall constitute one (1) Owner, and liability of each such Person for performance or compliance with the applicable provisions of this Agreement shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term **"Owner"** shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Parcel encumbered by a Mortgage pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof.

“Parcel” means any of the Association Parcels or the Boyer Parcels.

“Parcels” means the Association Parcels and the Boyer Parcels.

“Person” means a natural person or a legal entity.

“Restricted Area” means the area described on **Exhibit E**.

“Road” is defined in Section 3.1(a)(i).

“Utility Facilities” is defined in Section 3.2(a).

3. **Easements**. Association grants the following easements and rights to Boyer and its Benefitted Parties, for the benefit of the Boyer Parcels and each of them:

3.1 **Access and Related Easements for Road**.

(a) **Grants of Easements**.

(i) The Association hereby grants to Boyer and its Benefitted Parties for the benefit of the Boyer Parcels and each of them, the perpetual, nonexclusive right-of-way and easement for the purpose of providing vehicular and pedestrian access from North 2200 West (Powderwood Drive) over and across the Easement Area to and from the Boyer Parcels. Boyer may construct and maintain a paved road in the Easement Area of such width as it shall determine, subject only to compliance with Governmental Requirements (such paved portion of the Easement Area being referred to as the **“Road”**).

(ii) Additionally, Boyer and its Benefitted Parties shall have the right to use the Easement Area prior to the construction of a Road thereon, for purposes of providing vehicular and pedestrian access from North 2200 West (Powderwood Drive) over and across the Easement Area in the condition in which it now exists, to and from the Boyer Parcels including, without limitation, such access as may be necessary or appropriate for construction of buildings, infrastructure and other improvements on the Boyer Parcels.

(b) **Entrances and Exits**. Subject to obtaining all required permits and approvals from Governmental Authorities, the Association reserves the right of access to and from the Easement Area to the remainder of the Association Parcels in the curb cut locations depicted on **Exhibit C**.

(c) **Restrictions and Requirements**. The Association shall not construct or maintain, and shall not permit to be constructed or maintained, any fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use or access by Boyer and its Benefitted Parties to or across the Road.

3.2 **Utility Easements**.

(a) Grant. The Association hereby grants, for the benefit of Boyer and its Benefitted Parties, for use in connection with the Boyer Parcels, and to and for the benefit of all providers of utilities to the Boyer Parcels, non-exclusive utility easements over, through, under and across the Easement Area for the installation, operation, maintenance, repair and replacement of all utilities including, without limitation, underground telephone, television cable, and other communication lines and systems, electrical conduits or systems, gas mains, water lines, sewer lines, storm drainage lines and other public or private utilities or underground systems (collectively, "Utility Facilities") for the purpose of providing utility services to the Boyer Parcels and each of them.

(b) Costs. All costs related to the installation, operation, maintenance, repair and replacement of any Utility Facilities installed by Boyer or at Boyer's direction for the benefit of a Boyer Parcels shall be paid by Boyer, and promptly following the installation, maintenance, repair or replacement of any such Utility Facilities, Boyer shall restore to as near the original condition as reasonably possible any portion of the Easement Area disturbed by such activities.

3.3 Cross-Drainage Easements. The Association grants to Boyer and its Benefitted Parties, for the benefit of the Boyer Parcels and each of them, an easement across the Association Parcels for drainage of storm water runoff from the Easement Area to the remainder of the Association Parcels, including, without limitation, storm water drainage from the Boyer Parcels. The Association reserves for itself and its Benefitted Parties, for the benefit of the remainder of the Association Parcels, an easement across the Easement Area for drainage of storm water runoff from the Association Parcels. The Owners of the Boyer Parcels shall indemnify the Association from and against any damage to the Association Parcels directly caused by drainage of storm water runoff from the Easement Area to the remainder of the Association Parcels but only to the extent such damage arises from the gross negligence or willful misconduct of the Owners of the Boyer Parcels and would not have occurred but for the use and occupation of the Easement Area by the Owners of the Boyer Parcels. If an owners association is formed which includes substantially all commercial and retail portions of the Boyer Parcels (but which may exclude parcels used primarily for single or multi-family housing or church sites), such association may assume in writing the obligations set forth in the previous sentence, and upon such assumption, the Owners of the Boyer Parcels shall be relieved of and released from the obligations and liabilities set forth in the previous sentence.

3.4 Construction. The Association grants to Boyer the right to enter the Association Parcels in the areas immediately adjacent to the Easement Area to the extent required to facilitate and stage construction of the Road, Utility Facilities and other improvements to facilitate drainage; provided, such entry shall not result in any damage to buildings and any disruption of landscaping shall be restored to its pre-entry condition; and provided further that, except for time periods necessary to install improvements or move equipment. Such time periods shall be as short as feasible and if longer than one (1) hour, Boyer shall provide prior notice of such interruption and provide alternate parking.

4. Damage to Improvements within Easement Area. Unless and until there is a Dedication of all or a part of the Easement Area pursuant to Section 5, if, in connection with the use, occupation and enjoyment of the Easement Area and/or the other easements granted herein, any portions of Utility

Facilities or other improvements to the Easement Area are damaged or destroyed by the gross negligence or willful misconduct of any Owner (an "**Offending Owner**") or its Benefitted Parties, then, as soon as reasonably practicable in light of the circumstances and the weather, the Offending Owner shall use commercially reasonable efforts to obtain all necessary approvals of Governmental Authorities and utility providers, and, subject thereto, shall repair or replace such damaged or destroyed Utility Facilities or other improvements to a condition substantially identical to that existing before such damage or destruction; provided, if the Road has not then been constructed, Boyer may elect to construct the Road in lieu of restoring the previously existing paved area. In the event the Offending Owner fails to commence and diligently pursue repairs or replacement of such Utility Facilities or improvements within ten (10) business days after written notice, the other Owner shall have the right but not the obligation to use commercially reasonable efforts to obtain all necessary approvals of Government Authorities and utility providers, and, subject thereto, to complete such repair or replacement on the terms and conditions set forth in this Section and, further, shall have the right to collect the cost of repair from the Offending Owner (defined below).

5. **Dedication.** The Association for itself and its Condominium Unit Owners irrevocably consents to the Dedication of all or part of the Easement Area if Boyer, acting alone in its sole and absolute discretion, requests Summit County to accept such Dedication. As used in this Agreement, "**Dedication**" or "**Dedicate**" means: (i) the grant, conveyance and/or dedication of the Easement Area or any portion thereof to Summit County or other Governmental Authority having jurisdiction for public access, and the installation, maintenance, repair, use and replacement of underground public and private utilities, including without limitation, the Utility Facilities, subject to and as contemplated in this Agreement; and (ii) the acceptance of Dedication by Summit County in accordance with legal requirements. The Association, for itself and its Condominium Unit Owners, agrees to amend the Condominium Plat and Condominium Declaration to effect and facilitate such Dedication. Boyer agrees to reimburse the Association for reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees, paid to third parties by the Association in connection with amending the Condominium Plat and Condominium Declaration to effect and facilitate such Dedication in an amount not to exceed One Thousand Dollars (\$1,000.00). In the event of a Dedication of the Road and for any portion of the Easement Area, this Agreement shall cease to apply to the portion of the Easement Area so dedicated. Notwithstanding the foregoing, the restrictive covenant set forth in Section 9 of this Agreement shall survive any Dedication pursuant to this Section 5 or otherwise. Neither this Section 5 nor any action taken in conjunction with a Dedication pursuant to this Section 5 or otherwise shall invalidate or shorten the term of the restrictive covenant set forth in Section 9 of this Agreement.

6. **Use and Maintenance.** The Association shall not construct, or permit to be constructed by any of its Condominium Unit Owners, any additional improvements, roads, pathways or sidewalks on or across the Easement Area.

7. **No Relocation of Road.** Association shall not have the right to relocate all or a portion of the Road or any other Utility Facilities constructed by or with the consent of Boyer or its Benefitted Parties.

8. **Title and Mortgage Protection.**

8.1 No amendment to this Agreement shall in any way affect the rights of any Mortgagee pursuant to a Mortgage that is recorded at the time of the recordation of the

amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consents in writing to such amendment.

8.2 A breach of any of the covenants, provisions, or requirements of this Agreement shall not result in any forfeiture or reversion of title or of any other interest in a Parcel. A breach of any of the covenants, provisions, or requirements of this Agreement shall not defeat, impair or render invalid the lien of or other rights under any Mortgage; provided, a lien arising under this Agreement shall have priority over the Mortgage if a notice of such lien is recorded prior to the date of recordation of a Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Agreement except the obligation to subordinate its lien or security interest to this Agreement.

9. Restrictive Covenant for Restricted Area. As part of the consideration for this Agreement, Boyer agrees that from the date this Agreement is recorded in the Official Records of Summit County, Utah until December 31, 2030, the Restricted Area shall only be used for the following purposes:

- (a) As a church, chapel, synagogue, or similar religious meetinghouse;
- (b) As a park, playground and/or trail; or
- (c) For other open space uses consistent with maintaining a visual open view corridor for the Crestview Condominiums to the South and West on the Boyer Parcels, which shall not prevent the installation of underground and low elevation surface improvements on the Restricted Area for utilities, or other limited unoccupied public or common area improvements such as a bus shelter, that do not materially impair the view corridor from the Crestview Condominiums to the South and West.

If Boyer sells or transfers the Restricted Area to any other person or entity it shall obtain the written acknowledgment from the purchaser or transferee that it is bound by and subject to the restrictive covenant set forth in this Section. Nothing in this Agreement shall prohibit the right of the Association or Unit Holders from opposing any further development approval for the Restricted Area after December 31, 2030.

10. Amendment or Termination; Duration of Agreement. This Agreement may be amended or terminated, but only by an instrument filed for record in the office of the County Recorder of Summit County, Utah that is executed by all of the Owners of the Parcels. The term of this Agreement is perpetual; this Agreement shall be and remain in force and effect until terminated pursuant to this Section.

11. Covenants to Run with Land. This Agreement and the easements and covenants created by this Agreement are intended by the Parties to be and shall constitute covenants running with the land

as to each of the Parcels, and shall be binding upon and shall inure to the benefit of each Owner any Person who acquires or comes to have any interest in any Parcel, and their respective Benefitted Parties. This Agreement and all of the easements, covenants, provisions, and requirements hereof shall also inure to the benefit of each and each Person owning any interest in or occupying any portion of a Parcel. Each Owner shall comply with, and all interests in all Parcels shall be subject to, the terms of this Agreement. By acquiring, in any way coming to have an interest in, or occupying a Parcel, the Person so acquiring, coming to have such interest in, or occupying a Parcel, shall be deemed to have consented to, and shall be bound by, each and every provision of this Agreement .

12. Enforcement. The Owner of a Parcel or any portion of a Parcel shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Agreement as this Agreement may be amended from time to time pursuant to Section 13. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Agreement shall not result in or be construed to be an abandonment or termination of this Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Agreement in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Agreement the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

13. Amendment. This Agreement shall not be modified or amended except by a written instrument executed by all Owners hereto and recorded in the official records of Summit County.

14. Effective on Recording. This Agreement shall be effective and binding only upon recording in the Summit County Recorder's Office.

15. Indemnification. Except to the extent caused by any Unit Owner or the Association or their guests, invitees, agents and employees, Boyer shall indemnify the Association and the Unit Owners from any and all damages incurred during the initial construction of the Road and/or the Utility Facilities to the extent caused by the gross negligence or willful misconduct of Boyer or its contractors during such initial construction. During initial construction, Boyer shall carry and maintain or cause its contractors and agents to carry and maintain liability coverage with limits of not less than \$3,000,000, which shall name the Association as additional insured. Notwithstanding this Agreement, any Unit Owner may separately pursue any tort claims that arise against Boyer under existing law and the Unit Owner shall not be deemed to have waived such tort claims.

16. Miscellaneous.

16.1 Captions. The captions to the sections of this Agreement are for convenience only and shall in no way affect the manner in which any provision thereof is construed.

16.2 Partial Invalidity. Should any of the provisions of this Agreement prove to be invalid or otherwise ineffective, the other provisions of this Agreement shall remain in full force and effect. There shall be substituted for any such invalid or ineffective provision a provision which, as far as legally possible, most nearly reflects the intention of the Owners hereto.

16.3 Applicable Law. The laws of the State of Utah shall govern the validity, construction, performance and effect of this Agreement.

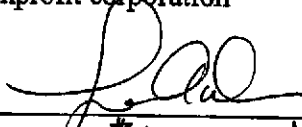
16.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement.

16.5 No Third Party Beneficiaries. Nothing in this Agreement is intended to create an enforceable right, claim or cause of action by any third Persons against any Owner hereto.

16.6 Authority and Further Assurances. Boyer and the Association each hereto represents and warrants that it has the right, power, legal capacity, authority, and means to enter into and perform this Agreement (as well as the documents referenced herein) and that, to the best of its knowledge, the same will not contravene or result in the violation of any agreement, law, rule, or regulation to which any such Party may be subject. Boyer and the Association, and each subsequent Owner shall use reasonable efforts and exercise reasonable diligence to accomplish and effect the transactions contemplated and, to that end, shall execute and deliver all such further instruments and documents as may be reasonably requested by any other Owner in order to fully carry out the transactions contemplated by this Agreement.

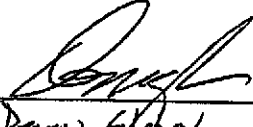
[Signatures Follow On Separate Pages]

CRESTVIEW CONDOMINIUM ASSOCIATION, INC., a
Utah nonprofit corporation

By: 
Name: LAWRENCE A. DICUS
Its: PRESIDENT, BOD

BOYER SNYDERVILLE JUNCTION, L.C., a Utah
limited liability company, by its Manager

THE BOYER COMPANY, L.C., a Utah limited liability
company

By: 
Name: Dawn Glenn
Its: Manager

COURTESY RECORDING


This document is being recorded solely as
a courtesy and an accommodation to the
parties named therein. LANDMARK TITLE
COMPANY hereby expressly disclaims any
responsibility or liability for the accuracy
or the content thereof.

CRESTVIEW CONDOMINIUM ASSOCIATION, INC., a
Utah nonprofit corporation

By: _____
Name: _____
Its: _____

BOYER SNYDERVILLE JUNCTION, L.C., a Utah
limited liability company, by its Manager

THE BOYER COMPANY, L.C., a Utah limited liability
company

By:  _____
Name: Dawn Glavin
Its: Manager

STATE OF California)
COUNTY OF Los Angeles) ss:

BEFORE ME, the undersigned authority, on the 24th day of August, 2010, personally appeared Lawrence A. Dicus, to me known to be the President, BOB for CRESTVIEW CONDOMINIUM ASSOCIATION, INC., a Utah nonprofit corporation.

Kathie Dowling
Notary Public

My Commission Expires: March 30, 2013

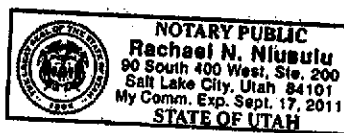


STATE OF UTAH)
COUNTY OF SALT LAKE) ss:

BEFORE ME, the undersigned authority, on the 10th day of August, 2010, personally appeared before me Derrin Glenn, the Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is the Manager of BOYER SNYDERVILLE JUNCTION, L.C., a Utah limited liability company.

Rachael Niwulu
Notary Public

My Commission Expires: 9-17-11



STATE OF)
) ss:
COUNTY OF)

BEFORE ME, the undersigned authority, on the _____ day of _____, 2010,
personally appeared _____, to me known to be the
_____ for CRESTVIEW CONDOMINIUM ASSOCIATION, INC., a Utah
nonprofit corporation.

Notary Public

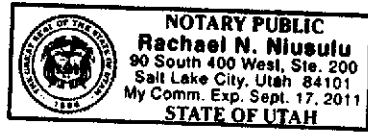
My Commission Expires:

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

BEFORE ME, the undersigned authority, on the 10th day of August, 2010,
personally appeared before me Dawn M Glenn, the Manager of THE BOYER
COMPANY, L.C., a Utah limited liability company, which is the Manager of BOYER SNYDERVILLE
JUNCTION, L.C., a Utah limited liability company.

Rachael N Niusulu
Notary Public

My Commission Expires: 9-17-11



**EXHIBIT A
TO
EASEMENT AGREEMENT**

Legal Description of Association Parcels

PHASE I
Boundary Description

A Parcel of land located in the Southeast Quarter of Section 13, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

Beginning at a point which is North 89°40'42" West along the Section Line 1348.30 feet and North 00°20'38" West 523.74 feet from the Southeast Corner of Section 13, Township 1 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing being North 89°40'42" West between said Southeast Corner and the South Quarter Corner of said Section 13); and running thence North 00°20'38" West 420.00 feet to the Southwest Corner of the 1st Supplemental Plat of the Powderwood Condominium; thence along the South Line of said Plat the following three (3) courses: 1) thence South 89°59'54" East 76.99 feet; 2) thence North 73°00'00" East 247.13 feet; 3) thence South 74°08'26" East 113.96 feet to the Westerly Right-of-Way Line of 2200 West Street, said point also being on the arc of a 311.56 foot radius non-tangent curve to the right, the center of which bears North 74°08'26" West; thence along said Westerly Right-of-Way Line the following three (3) courses: 1) thence Southwesterly along the arc of said curve 81.19 feet through a central angel of 14°55'50"; 2) thence South 30°47'25" West 199.32 feet to a point of curvature of a 399.67 foot radius curve to the left, the center of which bears South 59°12'35" East; 3) thence Southerly along the arc of said curve 309.66 feet through a central angel of 44°23'31"; 4) thence North 88°18'08" West 107.99 feet; thence North 59°04'14" West 155.36 feet to the point of beginning.

Containing 3.51 acres more or less.

Phase II Boundary Description:

BOUNDARY DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 13, Township 1 South, Range 3 East, Salt Lake Base and Meridian, in Summit County, Utah, more particularly described as follows:

Beginning at a point which is North 89°40'42" West along the Section Line 1090.89 feet from the Southeast Corner of Section 13, Township 1 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing being North 89°40'42" West between said Southeast Corner and the South Quarter Corner of said Section 13); and running North 89°40'42" West along said Section Line 257.41 feet; thence North 00°20'38" West 523.74 feet; thence South 59°04'14" East 155.36 feet; South 88°18'08" East 107.99 feet to the Westerly Right-of-Way Line of 2200 West Street, said point also being on the arc of a 399.67 foot radius non-tangent curve to the left, the center of which bears North 76°23'54" East; thence along said Westerly Right-of-Way Line the following two (2) courses: 1) thence Southeasterly along the arc of said curve 208.96 feet through a central angle of 29°57'25"; 2) thence South 43°33'31" East 36.85 feet; thence South 46°26'30" West 143.96 feet; thence South 00°14'20" West 134.80 feet to the point of beginning.

Containing 3.01 Acres more or less.

TAX PARCEL PP-52-D-6

**EXHIBIT A-1
TO
EASEMENT AGREEMENT**

Tax parcel numbers added at request of County Recorder of Summit County, Utah

CRESTVIEW CONDOMINIUM PHASE I - TAX PARCEL NUMBERS (CVC-1-BUILDING-UNIT #):

CVC-1-A-101 THROUGH CVC-1-A-108
CVC-1-A-201 THROUGH CVC-1-A-208
CVC-1-A-301 THROUGH CVC-1-A-308
CVC-1-B-101 THROUGH CVC-1-B-108
CVC-1-B-201 THROUGH CVC-1-B-208
CVC-1-B-301 THROUGH CVC-1-B-308
CVC-1-C-101 THROUGH CVC-1-C-108
CVC-1-C-201 THROUGH CVC-1-C-208
CVC-1-C-301 THROUGH CVC-1-C-308

CRESTVIEW CONDOMINIUM PHASE II - TAX PARCEL NUMBERS (CVC-II-BUILDING-UNIT #):

CVC-II-D-101 THROUGH CVC-II-D-108
CVC-II-D-201 THROUGH CVC-II-D-208
CVC-II-D-301 THROUGH CVC-II-D-308
CVC-II-E-101 THROUGH CVC-II-E-108
CVC-II-E-201 THROUGH CVC-II-E-208
CVC-II-E-301 THROUGH CVC-II-E-308

PRIOR "PARENT" NUMBER: PP-52-D-6

**EXHIBIT B
TO
EASEMENT AGREEMENT**

Legal Description of Boyer Parcels

BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING SOUTH 00°01'25" EAST ALONG THE SECTION LINE 943.04 FEET FROM A FOUND BRASS CAP MONUMENT MARKING THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 89°13'11" EAST 816.29 FEET; THENCE SOUTH 14°09'25" EAST 394.83 FEET; THENCE SOUTH 89°29'10" EAST 320.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 248 (SR-224 PROJECT NO. 060(2)); THENCE SOUTH 00°30'50" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE 500.10 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OLYMPIC PARK ROAD; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING (6) COURSES: (1) SOUTH 45°13'13" WEST 20.98 FEET, (2) NORTH 89°44'53" WEST 497.12 FEET, (3) NORTH 44°48'43" WEST 42.46 FEET, (4) NORTH 89°46'02" WEST 80.00 FEET, (5) SOUTH 45°11'17" WEST 42.39 FEET, (6) SOUTH 00°08'36" WEST 106.00 FEET; THENCE WEST 370.40 FEET; THENCE NORTH 69°36'38" WEST 348.42 FEET; THENCE NORTH 82°37'29" WEST 227.70 FEET; THENCE NORTH 86°19'15" WEST 217.19 FEET; THENCE SOUTH 86°54'09" WEST 227.85 FEET; THENCE SOUTH 78°30'42" WEST 47.54 FEET; THENCE SOUTH 70°10'43" WEST 628.69 FEET; THENCE NORTH 28°37'26" WEST 49.66 FEET; THENCE NORTH 30°15'24" WEST 1013.16 FEET; THENCE NORTH 80°54'09" WEST 242.51 FEET; THENCE NORTH 48°17'46" WEST 190.47 FEET; THENCE NORTH 30°00'00" EAST 374.54 FEET; THENCE NORTH 29°36'00" EAST 56.16 FEET; THENCE NORTH 37°20'42" EAST 664.96 FEET; THENCE NORTH 25°32'15" EAST 383.64 FEET; THENCE NORTH 88°04'50" EAST 211.18 FEET; THENCE SOUTH 00°17'31" EAST 302.24 FEET; THENCE SOUTH 89°38'58" EAST 257.40 FEET; THENCE SOUTH 00°00'23" EAST 503.65 FEET; THENCE SOUTH 89°27'42" EAST 526.75 FEET; THENCE SOUTH 00°01'25" EAST 440.00 FEET; THENCE NORTH 89°58'35" EAST 420.00 FEET; THENCE SOUTH 89°29'26" EAST 144.31 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3,912,266 SQ. FT. OR 89.813 ACRES

TAX PARCEL KJS-1

**EXHIBIT C
TO
EASEMENT AGREEMENT**

Depiction of Easement Area

(attached)

BOYER-SHOYKHEVITZ ENGINEERING

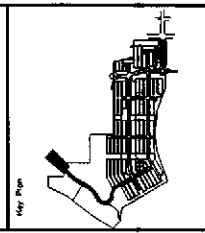
ENSIGN

1801 E. 18th Ave
 Suite 100
 Fort Collins, CO 80504
 Phone: 970.221.6666
 Fax: 970.221.6667
 www.boyer-shoykhevitze.com

LEGEND

○	EXISTING WATER VALVE
○	PROPOSED WATER VALVE
○	EXISTING FIRE HYDRANT
○	PROPOSED FIRE HYDRANT
○	EXISTING SANITARY SEWER MANHOLE
○	PROPOSED SANITARY SEWER MANHOLE
○	EXISTING SANITARY SEWER CLEANOUT
○	PROPOSED SANITARY SEWER CLEANOUT
○	EXISTING SANITARY SEWER CHASE
○	PROPOSED SANITARY SEWER CHASE
○	EXISTING SANITARY SEWER CONNECTION
○	PROPOSED SANITARY SEWER CONNECTION
○	EXISTING WATER MAIN
○	PROPOSED WATER MAIN
○	EXISTING GAS MAIN
○	PROPOSED GAS MAIN
○	EXISTING ELECTRIC MAIN
○	PROPOSED ELECTRIC MAIN
○	EXISTING CABLE TV MAIN
○	PROPOSED CABLE TV MAIN
○	EXISTING TELEPHONE MAIN
○	PROPOSED TELEPHONE MAIN
○	EXISTING FIBER OPTIC MAIN
○	PROPOSED FIBER OPTIC MAIN
○	EXISTING SLOPE
○	PROPOSED SLOPE
○	EXISTING ELEVATION
○	PROPOSED ELEVATION

No.	Description	Date



Project Title: **PARK CITY TECH CENTER PHASE 2**

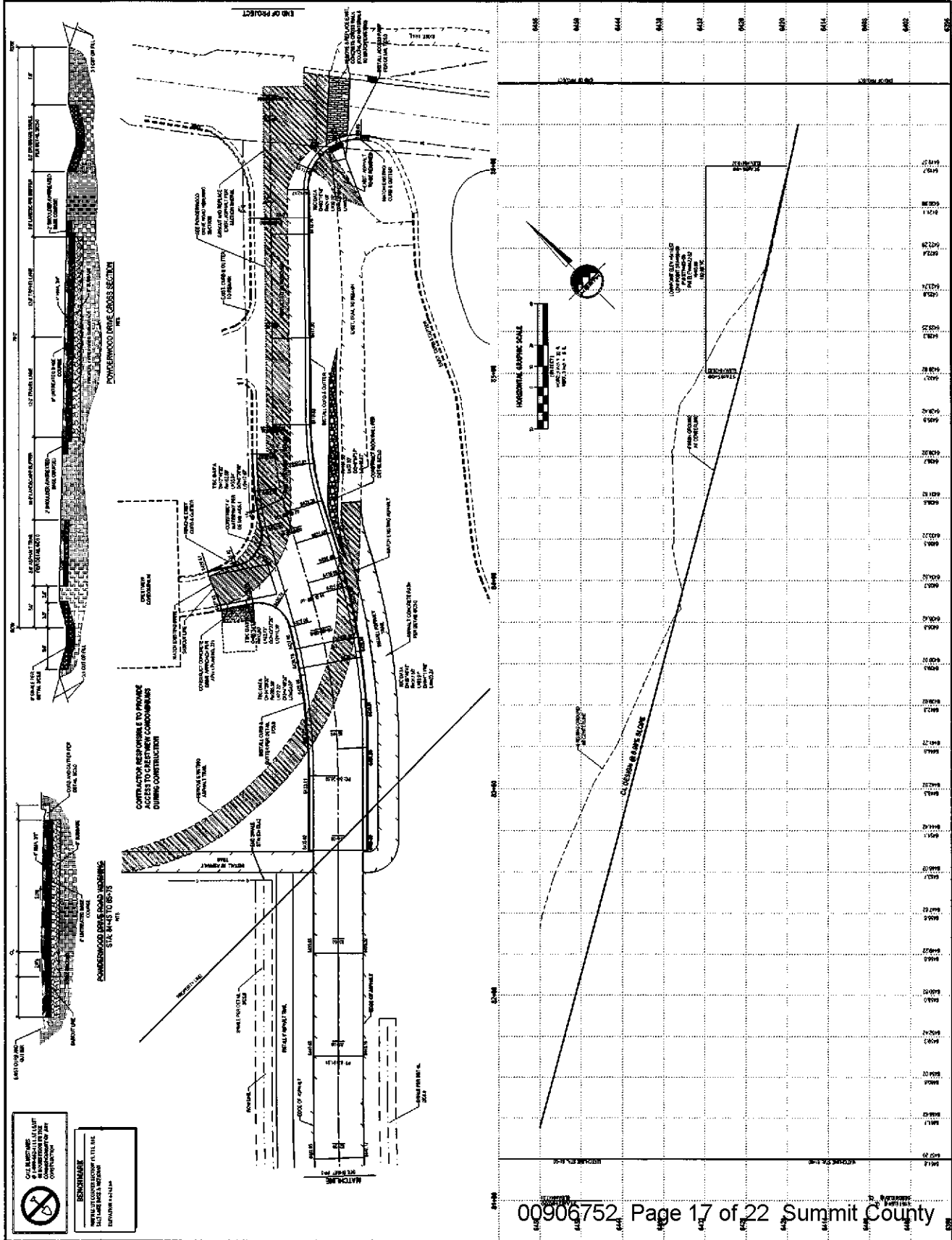
Drawn By: [Name]

Checked By: [Name]

Approved By: [Name]

Date: [Date]

Sheet No.: **PP-4**



**EXHIBIT D
TO
EASEMENT AGREEMENT**

Legal Description of Easement Area

(attached)

Park City Tech Center - Ingress/Egress Easement to Powderwood Drive
 Beginning at a point on the Southeast Corner of Crestview Condominiums Phase II recorded as Entry No. 589892 in the Office of the Summit County Recorder, said point also being North 89°39'00" West 1090.89 feet from the Northwest Corner of said Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running

thence North 89°38'47" West 140.90 feet along the Southerly Boundary Line of said Crestview Condominiums Phase II;
 thence North 45°26'01" East 47.02 feet;
 thence Northeasterly 73.21 feet along the arc of a 250.00 foot radius curve to the left (center bears North 44°33'59" West and the chord bears North 37°02'40" East 72.95 feet with a central angle of 16°46'41");
 thence North 28°39'20" East 33.22 feet;
 thence Northeasterly 46.15 feet along the arc of a 162.50 foot radius curve to the right (center bears South 61°20'40" East and the chord bears North 36°47'31" East 46.00 feet with a central angle of 16°16'22");
 thence North 44°55'42" East 142.93 feet to the Westerly Right-of-Way Line of Powderwood Drive;
 thence South 43°31'36" East 34.92 feet along the Westerly Right-of-Way Line of said Powderwood Drive to the Northeast Corner of said Crestview Condominiums Phase II;
 thence South 46°28'25" West 143.96 feet along the Easterly Boundary Line of said Crestview Condominiums Phase II;
 thence South 00°16'15" West 134.80 feet along the Easterly Boundary Line of said Crestview Condominiums Phase II to the point of beginning.

Contains 16,463 Square Feet or 0.378 Acres

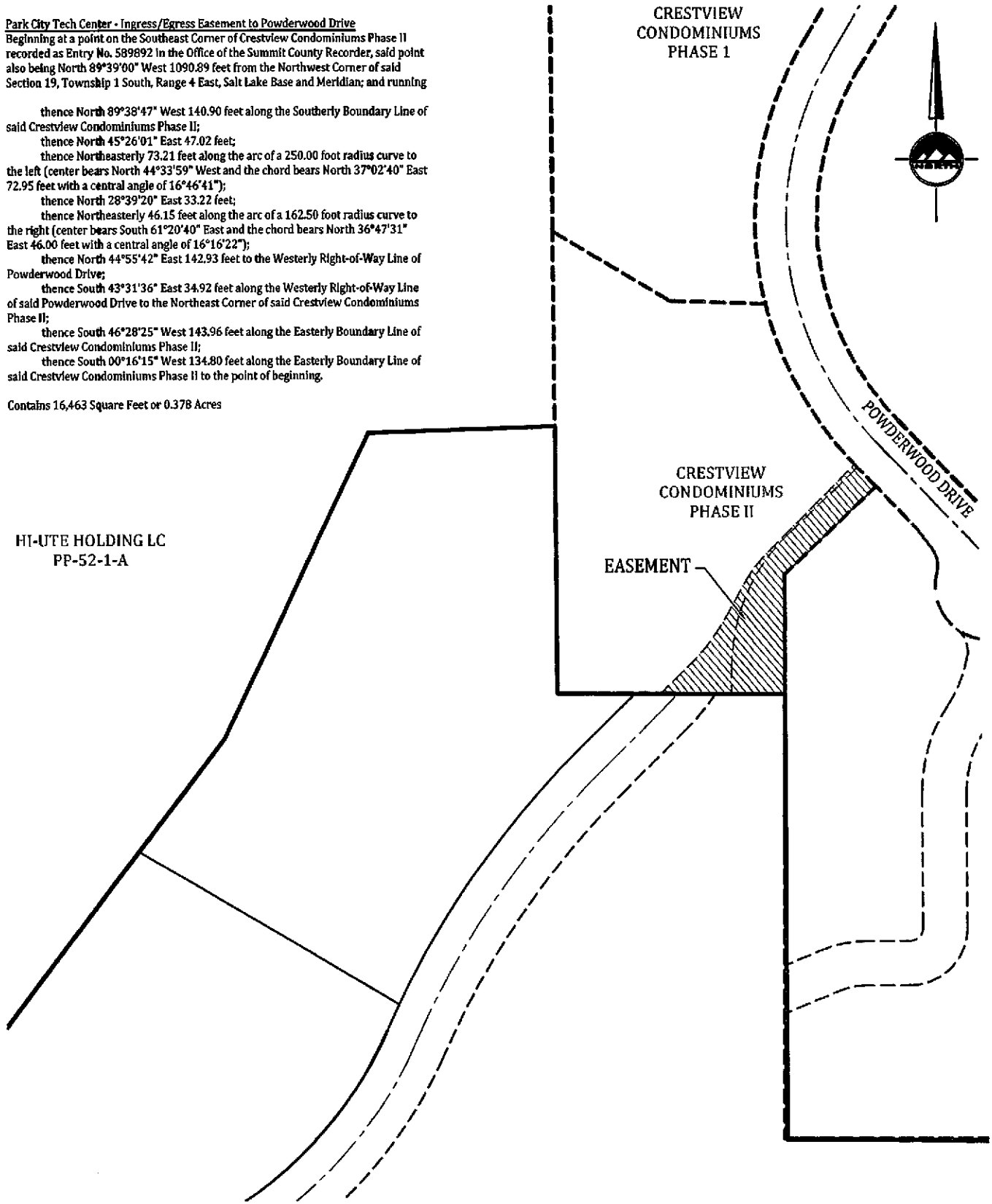
HI-UTE HOLDING LC
 PP-52-1-A


CRESTVIEW
 CONDOMINIUMS
 PHASE 1

CRESTVIEW
 CONDOMINIUMS
 PHASE II

EASEMENT

POWDERWOOD DRIVE



PROJECT # DATE 4252C 5/13/10 A FILE: access easement	PARK CITY TECH CENTER KIMBALL JUNCTION SUMMIT COUNTY, UTAH INGRESS/EGRESS ACCESS EASEMENT	FOR: BOYER SNYDERVILLE JUNCTION LC SALT LAKE CITY, UTAH	90 E. Fort Union Blvd Suite 100 Midvale, UT 84047 Phone: 801.255.0529 Fax: 801.255.4449 www.ensignutah.com	
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**EXHIBIT E
TO
EASEMENT AGREEMENT**

Legal Description of Restricted Area

(attached)

Park City Tech Center - Lot 1

(August 5, 2010)

Beginning at a point on the Southerly Boundary Line of Crestview Condominiums Phase II recorded as Entry No. 589892 in the Office of the Summit County Recorder, said point also being North 89°39'00" West 1260.91 feet from the Northwest Corner of said Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running:

thence South 45°26'01" West 87.12 feet;

thence Southwesterly 357.51 feet along the arc of a 950.00 foot radius curve to the left (center bears South 43°40'18" East and the chord bears South 35°32'50" West 355.41 feet with a central angle of 21°33'43");

thence North 59°29'00" West 340.68 feet;

thence North 37°20'42" East 159.57 feet;

thence North 25°32'15" East 383.64 feet;

thence North 88°04'50" East 211.18 feet to the Westerly Boundary Line of said Crestview Condominiums Phase II;

thence South 00°17'31" East 302.24 feet along said Westerly Boundary Line to the Southwest Corner of said Crestview Condominiums Phase II ;

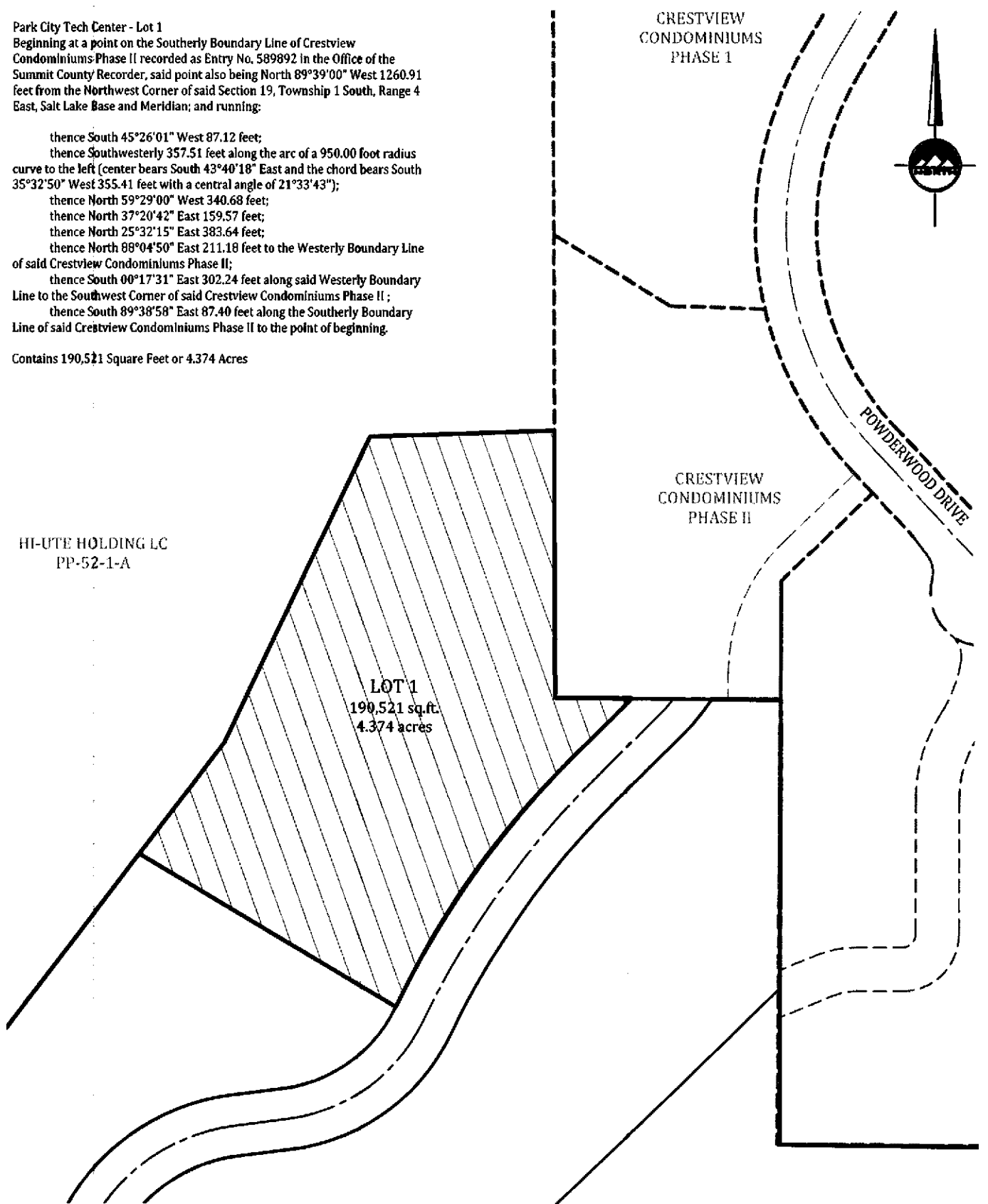
thence South 89°38'58" East 87.40 feet along the Southerly Boundary Line of said Crestview Condominiums Phase II to the point of beginning.


Contains 190,521 Square Feet or 4.374 Acres

Park City Tech Center - Lot 1
 Beginning at a point on the Southerly Boundary Line of Crestview Condominiums Phase II recorded as Entry No. 589892 in the Office of the Summit County Recorder, said point also being North 89°39'00" West 1260.91 feet from the Northwest Corner of said Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running:

thence South 45°26'01" West 87.12 feet;
 thence Southwesterly 357.51 feet along the arc of a 950.00 foot radius curve to the left (center bears South 43°40'18" East and the chord bears South 35°32'50" West 355.41 feet with a central angle of 21°33'43");
 thence North 59°29'00" West 340.68 feet;
 thence North 37°20'42" East 159.57 feet;
 thence North 25°32'15" East 383.64 feet;
 thence North 88°04'50" East 211.18 feet to the Westerly Boundary Line of said Crestview Condominiums Phase II;
 thence South 00°17'31" East 302.24 feet along said Westerly Boundary Line to the Southwest Corner of said Crestview Condominiums Phase II ;
 thence South 89°38'58" East 87.40 feet along the Southerly Boundary Line of said Crestview Condominiums Phase II to the point of beginning.

Contains 190,521 Square Feet or 4.374 Acres



PROJECT # 4252C DATE 8/5/10 A FILE: proposed lot 1	PARK CITY TECH CENTER KIMBALL JUNCTION SUMMIT COUNTY, UTAH PROPOSED LOT 1 EXHIBIT	FOR: BOYER SNYDERVILLE JUNCTION LC SALT LAKE CITY, UTAH	90 E. Fort Union Blvd Suite 100 Midvale, UT 84047 Phone: 801.255.0529 Fax: 801.255.4449 www.ensign.com 
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