

LAND TRADE OPTION AGREEMENT

This Land Trade Option Agreement is made effective as of _____, 2014, by and between Mr. Kevin Tolton and Ms. Emily Tolton, of Salt Lake County, Utah ("Seller"); and SS Consulting LLC. ("Buyer").

For valuable consideration, the parties mutually agree as follows

1. OPTION. For and in consideration of one hundred dollars (\$ _____), paid by Buyer, Seller hereby grants to Buyer the exclusive right to a Land Trade of Sellers specific Properties (the "Option"). The Option shall continue for a period of _____ from the date of this Option Agreement. The Option relates to two (2) single family lots in Albion Basin Alta, Utah and approximately 36 acres located in Cardiff Canyon in Big Cottonwood Canyon, Salt Lake County, Utah, tax parcel numbers _____ (the "Properties") which are currently owned by Sellers. The trade property presented by Buyer is approximately six (6) acres in Olympus Cove located at approximately 4900 South Mile High Drive, Millcreek Township and is currently owned by the US Forest Service (see attached). **THE SUCCESSFUL EXECUTION OF THIS OPTION AGREEMENT IS CONTINGENT UPON THE SPECIFIC PERFORMANCE OF MULTIPLE PARTIES AND INCLUDES THE FOLLOWING: SELLERS AND BUYERS SIGNING THE LAND TRADE OPTION AGREEMENT, BUYER ASSIGNING SUBJECT AGREEMENT TO WASATCH CANYONS FOUNDATION, WASATCH CANYONS FOUNDATION ACCEPTING THE ASSIGNMENT, TOWN OF ALTA COOPERATING FULLY WITH WASATCH CANYONS FOUNDATION OBLIGATION UNDER THEIR AGREEMENT, TOWN OF ALTA SUBMITTING THE LAND PURCHASE REQUEST TO THE US FOREST SERVICE, THE SUCCESSFUL EXECUTION OF A LAND PURCHASE AGREEMENT BETWEEN THE TOWN OF ALTA AND THE US FOREST SERVICE, AN APPRAISAL THAT IS ACCEPTED BY ALL VESTED PARTIES, THE EXECUTION OF A SUCCESSFUL LAND TRADE AGREEMENT BETWEEN THE NECESSARY PARTIES INCLUDING BUT NOT LIMITED TO KEVIN TOLTON, EMILY TOLTON AND TOWN OF ALTA, THE IMPLEMENTATION OF A CONSERVATION EASEMENT ACROSS SELLERS LAND IN BIG COTTONWOOD CANYON AND LITTLE COTTONWOOD CANYON AND THE UNDEVELOPED LAND AT OLYMPUS COVE.**

THE OLYMPUS COVE PROPERTY FALLS UNDER FCOZ REGULATIONS. SELLER WILL ACCEPT THE OLYMPUS COVE PROPERTY ONLY IF AND WHEN ANY AND ALL ENTITLEMENTS ARE APPROVED AND DOCUMENTED BY THE GOVERNING ENTITIES. SELLER AND BUYER ACKNOWLEDGE THAT FCOZ APPROVALS INCLUDE BUT ARE NOT LIMITED TO ARCHITECTURAL DESIGN, FLOOR PLANS, IDENTIFICATION OF EXTERIOR MATERIAL, SITE PLAN, LANDSCAPE PLAN, STORM WATER ACCOMODATIONS, ETC. THE LAND ENTITLEMENT AND APPROVALS ARE THE BURDEN ON BUYER.

2. PRICE: It is anticipated that this transaction will consist of trading land for land and that no monies will exchange between either Buyer or Seller. Costs associated with due diligence (appraisals, engineering, surveys, architecture, etc.) are the responsibility of Buyer.

3. EXTENSION OF OPTION: The first option period shall be for twelve (12) months. This Option Agreement shall be extended for a second twelve (12) month option period upon payment of an additional One Hundred Dollars, (\$100.00) on or before the expiration of the initial twelve (12) month period.

4. EXERCISE OF OPTION. This option may be exercised only if Seller and Buyer are satisfied with the results, timing, value, etc. of the due diligence of the trading lands. Acceptance of the due diligence results and specific terms of the land trades must be acknowledged in writing by both Seller and Buyer in order to exercise this Option.

5. NON-COMPETE: Seller agrees that commencing at the execution of this Option he/she will not directly or indirectly purchase additional real property including fee title, surface estates or mineral interest(s) in land located within Big Cottonwood Canyon or Little Cottonwood Canyon for the next 20 years. This provision shall survive closing and is not subject to the Doctrine of Merger.

6. WATER: Any and all water associated with the Sellers property (Albion and Cardiff) will be included in the land trade. Seller will cooperate with Buyer and take any necessary steps to effectuate said water assignment to Buyer.

6. EVIDENCE OF TITLE.

(a) Promptly after the execution of this option, Seller and Buyer shall deliver documentation to one another of each represented properties for examination such title policies, and other evidences of title as the Seller and Buyer may have. In the event this option is not exercised, all such evidences of title shall be immediately returned to each party.

(b) In the event this option is exercised as herein provided, Buyer agrees to pay for a title policy for all subject lands in the amount of the purchase price in the name of the Buyer.

(c.) If an examination of the title should reveal defects in the title, Buyer shall notify Seller in writing thereof, and Seller agrees to forthwith take all reasonable action to clear the title. Seller agrees to make all final conveyances by Warranty Deed.

7. CLOSING ADJUSTMENTS. All risk of loss and destruction of the Property and expenses of insurance shall be borne by Seller until Buyer's date of possession. At time of closing of sale, property taxes, rents, insurance, interest and other expenses of property shall be prorated as of date of possession. The Seller shall pay all other taxes, assessments, mortgage liens and other liens, encumbrances or charges against the Property of any nature. Closing will be at Select Title Insurance Agency, Inc., located in Lehi, Utah.

8. POSSESSION. Seller and Buyer agree to surrender possession of their subject Property upon closing the land trade contemplated herein.

9. ASSIGNMENT. At any time prior to exercising this Option, Buyer may substitute an assignee without restriction in its place and stead thereof under this Agreement, in which case all rights, liabilities and obligations of the Buyer whatsoever hereunder shall pass to and be solely binding upon said assignee. The original buyer hereunder shall thereupon be relieved of all obligations and liabilities whatsoever created hereby, and will be held harmless and indemnified against any and all loss whatsoever by any remaining parties hereto. It is anticipated that the party receiving the assignment is **Wasatch Canyons Foundation** a registered 501(C)(3) entity.

10. CHANGES DURING TRANSACTION. Seller agrees that no changes in any existing leases shall be made, no new leases entered into, and no substantial alterations or improvements to the Property shall be made or undertaken without the written consent of Buyer. Buyers are hereby authorized to record a Notice of Option against the Property. Buyers are hereby authorized to (i) enter the Property to conduct site inspections, (ii) negotiate for the sale of the Property to any local, state, federal, or nonprofit entity. Seller further authorizes Buyers to negotiate with Salt Lake County, U.S. Forest Service, Town of Alta, Wasatch Canyons Foundation, etc. for the land trade of the Properties.

11. RUN WITH THE LAND. This Option is intended to run with the land and be binding on any successor owner of the Properties.

12. MISCELLANEOUS. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors, assigns, personal representatives, and heirs of the respective parties hereto, and to any entities resulting from the reorganization, consolidation or merger of the respective parties hereto. If either party fails to fulfill its obligations under this Agreement, the party at fault agrees to pay all costs of enforcing this Agreement, or any right arising out of the breach thereof, including a reasonable attorney's fee. The laws of the State of Utah govern this Agreement. If this Option is not exercised on or before the dates specified herein for exercise of same, the Option shall expire of its own force and effect and Seller may retain such option monies as have been paid to the Seller as full consideration for the granting of this Option.

IN WITNESS WHEREOF, the parties sign this Option effective as of the date set forth above.

Seller:

Buyer:

Kevin Tolton / Date _____

SS Consulting/Dave Robinson Date _____

Ms. Emily Tolton / Date _____

