WHEN RECORDED MAIL TO: Hidden Creek Water Company P.O. Box 631 Orem, UT 84059 ENT 124920: 2017 PG 1 of 2

Jeffery Smith

Utah County Recorder

2017 Dec 18 11:05 AM FEE 12.00 BY DA

RECORDED FOR Vanguard Title Insurance Agency, LLC - GELECTRONICALLY RECORDED

GRANT OF EASEMENT

FIVE STAR FINANCIAL, a Nevada General Partnership ("Grantor") hereby GRANT AND CONVEY to HIDDEN CREEK WATER COMPANY, a Utah Non-profit Corporation, ("Grantee"), a perpetual easement over, under, across, and through the following described real property located in Utah County, Utah:

Beginning at a point on the westerly boundary of Plat "A", COTTAGES AT HOBBLE CREEK MOUNTAIN HOME DEVELOPMENT, according to the Official Plat thereof on file in the Office of the Utah County Recorder, located S0°06'49"E along the Section line 2,204.41 feet and East 1,226.16 feet from the Northwest Corner of Section 10, T7S, R4E, S.L.B.& M. (Basis of Bearing: S0°06'49"E on a line between the 1975 BLM monument marking said Northwest Corner of Section 10 and the 1975 BLM monument marking the West 1/4 Corner of said Section 10); thence along said westerly boundary the following 4 (four) courses and distances: Southwesterly along the arc of a 35.00 foot radius curve (radius bears: S81°27'04"W) to the right 30.73 feet through a central angle of 50°18'04" (chord: S16°36'06"W 29.75 feet) to a point of compound curvature; thence along the arc of a 222.00 foot radius curve to the right 52.76 feet through a central angle of 13°36'56" (chord; S48°33'36"W 52.63 feet); thence S55°22'05"W 107.48 feet; thence along the arc of a 178.00 foot radius curve to the left 35.15 feet through a central angle of 11°18'51" (chord: S49°47'44"W 35.09 feet); thence S65°00'00"W 94.94 feet; thence S23°00'00"E 91.60 feet to said westerly boundary; thence along said westerly boundary the following 7 (seven) courses and distances: Southeasterly along the arc of a 178.00 foot radius non-tangent curve (radius bears: N89°51'00"E) to the left 3.23 feet through a central angle of 1°02'20" (chord: S0°40'10"E 3.23 feet); thence S1°11'41"E 75.24 feet; thence along the arc of a 471.98 foot radius curve to the right 59.83 feet through a central angle of 7°15'48" (chord; S2°26'12"W 59.79 feet); thence S6°04'06"W 105.88 feet; thence along the arc of a 528.08 foot radius curve to the left 68.56 feet through a central angle of 7°26'21" (chord: S2°20'55"W 68.52 feet); thence S1°22'15"E 123.83 feet; thence along the arc of a 472,00 foot radius curve to the right 113.37 feet through a central angle of 13°45'43" (chord: S5°30'36"W 113.10 feet); thence S22°00'00"W 72.93 feet; thence S35°00'00"W 77.36 feet; thence S40°00'00"W 77.23 feet; thence S52°00'00"W 125.26 feet; thence S42°00'00"W 176.70 feet to the west line of Special Section 51; thence N35°33'16"W along the Special Section line 30.72 feet; thence N42°00'00"E 172.70 feet; thence N52°00'00"E 124.74 feet; thence N40°00'00"E 72.77 feet; thence N35°00'00"E 72.64 feet; thence N22°00'00"E 96.98 feet; thence N12°00'00"E 96.98 feet; thence N1°00'00"W 149.21 feet; thence N6°00'00"E 197.04 feet; thence N23°00'00"W 185.61 feet; thence N65°00'00"E 190.67 feet; thence N55°22'05"E 71.57 feet; thence along the arc of a 207.00 foot radius curve to the left 49.19 feet through a central angle of 13°36'55" (chord: N48°33'36"E 49.07 feet); thence N16°36'05"E 17.00 feet; thence N81°27'05"E 15.00 feet to the point of beginning.

Grantor hereby agrees that HIDDEN CREEK WATER COMPANY, its officers, employees, agents, representatives, contractors, and assigns shall have the right of ingress to and egress from the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, and connect water transmission mains and laterals, and other water system infrastructure related thereto (the "Facilities") and to remove and replace said Facilities as may be required from time to time by Grantee.

Grantor shall have the right to use said premises except for the purposes for which these rights-of-way and easements are granted provided such use shall not interfere with the Facilities or with the discharge or the conveyance of water through the Facilities by Grantee. Grantee shall have the right to clear and remove all trees and obstructions which may interfere with the use of

the Facilities by Grantee. Grantee shall have the right to excavate and to refill ditches and/or trenches for the installation the Facilities.

Grantor shall not build or construct or permit to be built or constructed any building or permanent structure over or across said easement or lower the contour thereof greater than one foot without the prior written consent of Grantee. This right-of-way and easement grant shall be binding upon and inure to the benefit of the heirs, representatives, successors-in-interest and assigns of Grantor and the successors and assigns of Grantee and may be assigned in whole or in part by Grantee.

The Property shall be restored in as good of condition as when the same was entered upon by Grantee or its agents.

DATED this <u>/5</u> day of December, 2017.

GRANTOR:

FIVE STAR FINANCIAL,

a Nevada General Partnership

Tracy Tanner, Managing Member of Tanco, LLC, a Utah Limited Liability Company, general partner of Five Star Financial, a Nevada General Partnership

STATE OF UTAH)
	: ss
COUNTY OF UTAH)

On the Laday of December, 2017, personally appeared before me Tracy Tanner, Managing Member of Tanco, LLC, a Utah Limited Liability Company which company is general partner of Five Star Financial, a Nevada General Partnership, the signor of the above instrument, who duly acknowledged to me that she, executed the same in behalf of said General Partnership.

LONNY T. BROWN
NOTARY PUBLIC STATE OF UTAH
COMMISSION# 679448
COMM. EXP. 10-10-2018

VOTÁRY PUBLIC