

**EASEMENT AGREEMENT**

**(JBL Ranches/Truman)**

AGREEMENT made effective as of this 17<sup>th</sup> day of October, 1997, by and between JBL RANCHES, INC. a Utah corporation, Grantor, and GRANT S. TRUMAN and INGRID H. TRUMAN, of Clark County, Nevada, Grantees.

**RECITALS**

Grantor is the owner of real property located in Washington County, State of Utah, more particularly described in Exhibit 1, and Grantees are the owners of real property located in Washington County, State of Utah, more particularly described in Exhibit 2.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the parties agree as follows:

**SECTION 1**

**Conveyance of Easement**

Grantor grants to Grantees a non-exclusive fifteen (15) foot wide perpetual easement for ingress and egress to Grantees' property to accommodate existing and future ranching operations and family activities on said property. The easement granted herein shall run along the present location of the roadway which traverses Grantor's property and leading to Grantee's property. Said roadway easement lying in the approximate location as shown on the map attached hereto and incorporated herein as Exhibit 3.

**SECTION 2**

**Condition of Easement**

The easement granted herein over and across Grantor's property to Grantees shall entitle Grantees to use of the right-of-way to be maintained by Grantor in its same condition, or substantially similar condition, as it exists as of the date of this Agreement.

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RUSSELL SHIRTS \* WASHINGTON CO RECORDER  
1997 OCT 29 13:57 PM FEE \$23.00 BY DKR  
FOR: TRUMAN GRANT

### **SECTION 3**

#### **Easement to Run With the Land**

The granting of the easement herein shall run with the land and shall be binding on and inure to the benefit of the parties to this Easement Agreement, their respective heirs, successors, agents, representatives or assigns.

### **SECTION 4**

#### **Gates**

Grantor shall be entitled to erect a gate, chain and lock(s) at each of the borders of Grantor's property to prohibit ingress and egress by the general public. Each party to this Agreement shall have a separate lock and key to the gates, which, without the need for any other key, will open the gate. All locks shall be interlinked -- connected together -- so that opening any one lock will allow the gate to be opened without unlocking the other lock(s).

### **SECTION 5**

#### **Indemnity**

Grantees shall indemnify and hold harmless Grantor from and against any and all liability for personal injury or property damage which occurs as a result of the use of the easement by Grantees or their heirs, guests, successors, agents, representatives or assigns.

### **SECTION 6**

#### **Governing Law**

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

### **SECTION 7**

#### **Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

SECTION 8

Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, each party to this Agreement, by execution hereof, agrees that this Agreement shall be effective as of the date and year first written above.

GRANTOR:

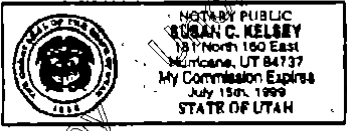
JBL RANCHES, INC

By: Jay W. Lee  
Its: President

STATE OF UTAH

County of Washington ) ss.  
)

On the 17<sup>th</sup> day of October, 1997, personally appeared before me Jay W. Lee, who, being by me duly sworn, did say that he is the President of JBL Ranches, Inc. and that he signed the within and foregoing instrument by authority of JBL Ranches, Inc. and that said corporation executed the same for the purposes intended therein.



Susan C. Kelsey  
Notary Public

GRANTEES:

Grant S. Truman  
GRANT S. TRUMAN

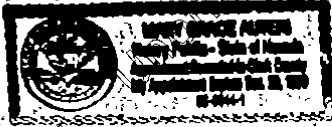
Ingrid H. Truman  
INGRID TRUMAN

STATE OF UTAH )

) ss.

County of Washington )

On the 23rd day of October, 1997, personally appeared before me **GRANT S. TRUMAN** and **INGRID H. TRUMAN**, signers of the within and foregoing instrument, who, being by me duly sworn, did say that they executed the same for the purposes intended therein.



Margi Grace Auter  
Notary Public

**EXHIBIT 1**

**(JBL Ranches, Inc. Property)**

**T.41S. R.11W. SLB&M.**

**Section 7: E1/2E1/2**

**Section 8: NW1/4NW1/4, S1/2NW1/4, S1/2**

**Containing: 600 ACRES**

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**EXHIBIT 2**  
**(Truman Property)**

The Southwest 1/4 of the Northeast 1/4, and the West 1/2 of the Southeast 1/4, and the east 1/2 of the Southwest 1/4 of Section 7, Township 41 South, Range 11 West, SLB&M. And Section Lot 1 (NW 1/4 NW 1/4), and the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 18, Township 41 South, Range 11 West, SLB&M.

**LESS & EXCEPTING** therefrom that portion described as follows:  
Beginning at a Point 132.00 feet North of the Southeast Corner of the Southwest 1/4 of the Southwest 1/4 of Section 7, Township 41 South, Range 11 West, Salt Lake Base and Meridian, and running thence East 660.00 feet; thence South 396.00 feet; thence West 660.00 feet; thence North 396.00 feet to the point of beginning,  
**TOGETHER** with all improvements and appurtenances thereto belonging.

**SUBJECT** to Easements, Rights of way and Restrictions of Record and those enforceable in law and equity.

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OT: EXHIBIT 2/13/2014



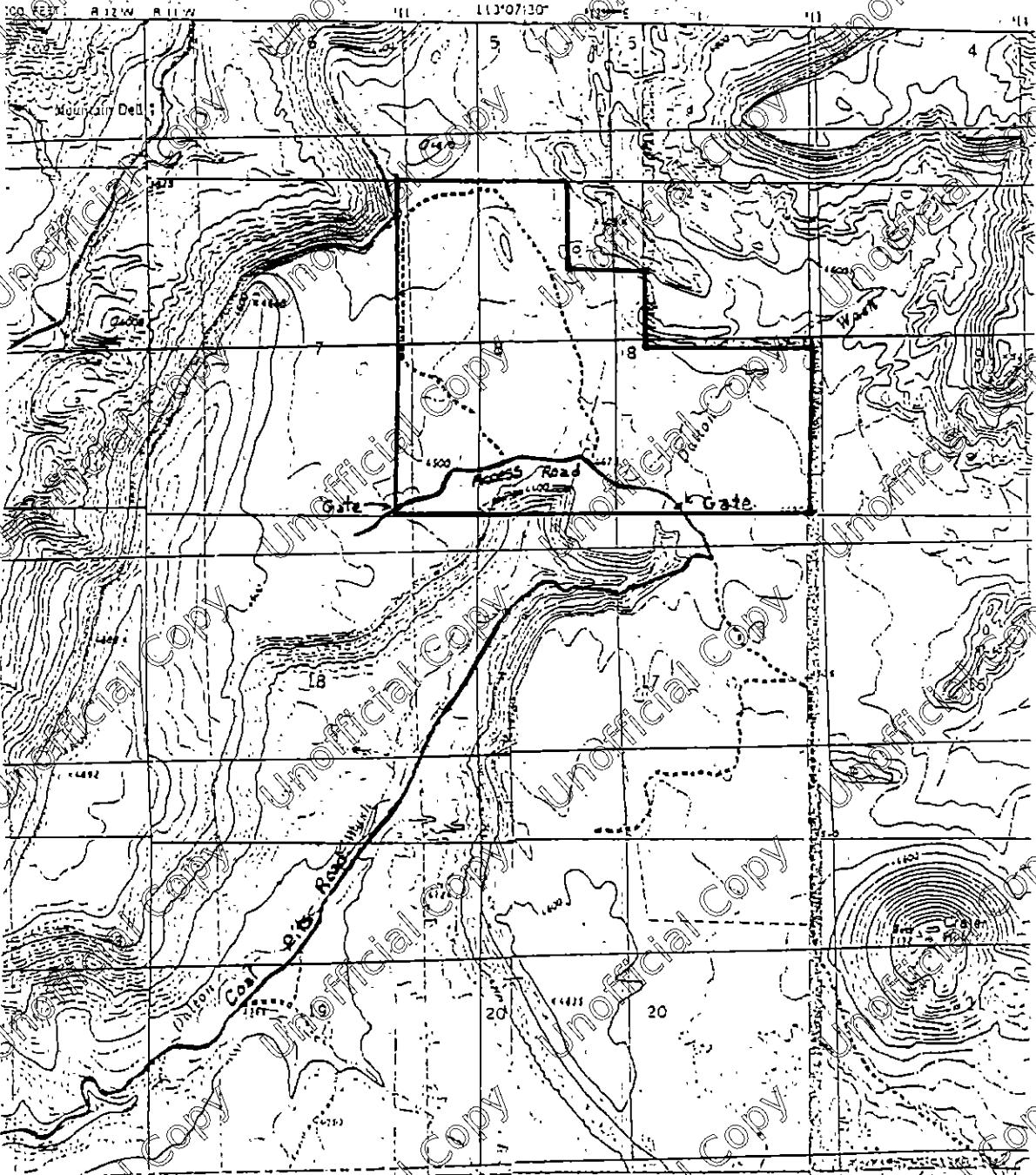


EXHIBIT  
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