

**EASEMENT AGREEMENT**

**(JBL Ranches)**

AGREEMENT made effective as of this 22<sup>nd</sup> day of November, 1997, by and between JBL RANCHES, INC., a Utah corporation, Grantor, (i) ERMAL STRATTON, MAXINE STRATTON, Trustee of the Maxine Stratton Family Trust, CORINNE STOUT, TERESA GUBLER and TRACY STEVENS, Co Trustees of the Ponderosa Trust, and JIM ERMAL STRATTON (collectively Stratton Grantees), of Washington County, State of Utah, and (ii) GRANT S TRUMAN and INGRID H TRUMAN (Truman Grantees), of Clark County Nevada, collectively "Grantees," except where specifically referred to as Stratton Grantees or Truman Grantees

**RECITALS**

Grantor is the owner of real property located in Washington County, State of Utah, more particularly described in Exhibit 1, Stratton Grantees is the owner of real property located in Washington County, State of Utah, more particularly described in Exhibit 2, and Truman Grantees are the owners of real property located in Washington County, State of Utah, more particularly described in Exhibit 3.

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 Truman Grantees, a non exclusive, one rod (16.5 feet) wide, perpetual easement for ingress and egress to Trumans' property. The easement granted herein shall run along the present location of the roadway which traverses the Grantor's property and leading to the

Truman property Said roadway easement lying in the approximate location as shown on the map attached hereto and incorporated herein as Exhibit 4

Grantor grants to Stratton Grantees a non exclusive, one rod (16 5 feet) wide, perpetual easement for ingress and egress to Stratton's property The easement granted herein shall run along the present location of the roadway which traverses the Grantor's property and leading to the Truman and Stratton properties Said roadway easement lying in the approximate location as shown on the map attached hereto and incorporated herein as Exhibit 4

## SECTION 2

### Condition of Easement

The easement granted herein over and across the 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

## 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 Ease 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

JBL RANCHES, INC (Grantor)

By  
Its

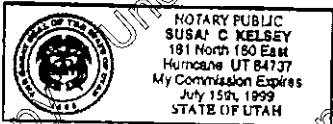
Jay W Lee  
President

STATE OF UTAH )

County of Washington )

ss

On the 24th day of March, 1997, personally appeared before me by 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

STRATTON GRANTEEES

ERMAL STRATTON

MAXINE STRATTON, Trustee of the Maxine Stratton Family Trust

CORINNE STOUT

TERESA GUBLER, Co-Trustee of the Ponderosa Trust

TRACY STEVENS, Co-Trustee of the Ponderosa Trust

JIM ERMAL STRATTON

STATE OF UTAH )

County of Washington )

ss

On the \_\_\_\_\_ day of \_\_\_\_\_, 1996, personally appeared before me \_\_\_\_\_, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of JBI Ranches, Inc, and that he signed the within and foregoing instrument by authority of \_\_\_\_\_, and that said corporation executed the same for the purposes intended therein

\_\_\_\_\_  
Notary Public

STRATTON GRANTEES

*Ernal Stratton*  
\_\_\_\_\_  
ERNAL STRATTON

*Julie Baker*  
\_\_\_\_\_  
MAXINE STRATTON, Trustee of the  
Maxine Stratton Family Trust

*Corinne Stout*  
\_\_\_\_\_  
CORINNE STOUT

*Teresa Gubler*  
\_\_\_\_\_  
TERESA GUBLER, Co-Trustee of the  
Ponderosa Trust

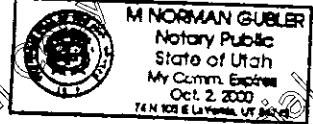
*Tracy Stevens*  
\_\_\_\_\_  
TRACY STEVENS, Co-Trustee of the  
Ponderosa Trust

*Ernal Stratton*  
\_\_\_\_\_  
ERNAL STRATTON

STATE OF UTAH )  
 ) ss  
County of Washington )

On the 22<sup>nd</sup> day of November, 1997, personally appeared before me **ERMAL STRATTON**, signer of the within and foregoing instrument, who, being by me duly sworn, did say that he executed the same for the purposes intended therein

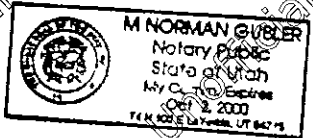
*M. Norman Gubler*  
\_\_\_\_\_  
Notary Public



STATE OF UTAH )  
 ) ss  
County of Washington )

On the 22<sup>nd</sup> day of November, 1997, personally appeared before me **MAXINE STRATTON**, Trustee of the Maxine Stratton Family Trust, signer of the within and foregoing instrument, who, being by me duly sworn, did say that she executed the same for the purposes intended therein

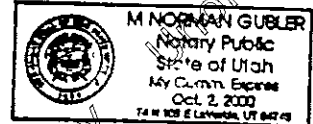
*M. Norman Gubler*  
\_\_\_\_\_  
Notary Public



STATE OF UTAH )  
 ) ss  
County of Washington )

On the 22<sup>nd</sup> day of November, 1997, personally appeared before me **CORINNE STOUT**, signer of the within and foregoing instrument, who, being by me duly sworn, did say that she executed the same for the purposes intended therein

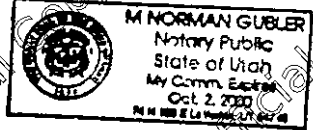
*M. Norman Gubler*  
\_\_\_\_\_  
Notary Public



STATE OF UTAH )  
County of Washington ) ss

On the 22<sup>nd</sup> day of November, 1997, personally appeared before me TERESA GUBLER, Co-Trustee of the Ponderosa Trust, signer of the within and foregoing instrument, who, being by me duly sworn, did say that she executed the same for the purposes intended therein

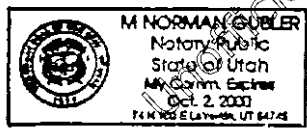
*M Norman Gubler*  
\_\_\_\_\_  
Notary Public



STATE OF UTAH )  
County of Washington ) ss

On the 20<sup>th</sup> day of November, 1997, personally appeared before me TRACY STEVENS, Co-Trustee of the Ponderosa Trust, signer of the within and foregoing instrument, who, being by me duly sworn, did say that she executed the same for the purposes intended therein

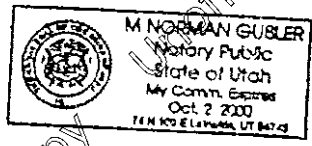
*M Norman Gubler*  
\_\_\_\_\_  
Notary Public



STATE OF UTAH )  
County of Washington ) ss

On the 22<sup>nd</sup> day of November, 1997, personally appeared before me JIM ERMAL STRATTON, signer of the within and foregoing instrument, who, being by me duly sworn, did say that he executed the same for the purposes intended therein

*M Norman Gubler*  
\_\_\_\_\_  
Notary Public



TRUMAN GRANTEES

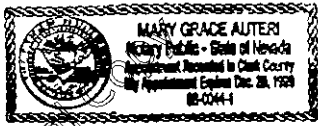
*Grant S Truman*  
GRANT S TRUMAN

*Ingrid H Truman*  
INGRID H TRUMAN

STATE OF UTAH )  
County of Washington ) ss

On the 24<sup>th</sup> day of March, 1996, 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

*Mary Grace Auteri*  
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



**EXHIBIT 2**

**(Stratton Property)**

Beginning at a point 132 feet north of the Southeast corner of the SW 1/4 of the SW 1/4 of Section 7, Township 41 South, Range 11 West, Salt Lake Base and Meridian, and running thence East 660 feet, thence South 396 feet, thence West 660 feet, thence North 396 feet to the point of beginning, containing Six (6) acres more or less, together with a one rod easement along the North side of the Section line, for access right of way



**EXHIBIT 3**

**(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

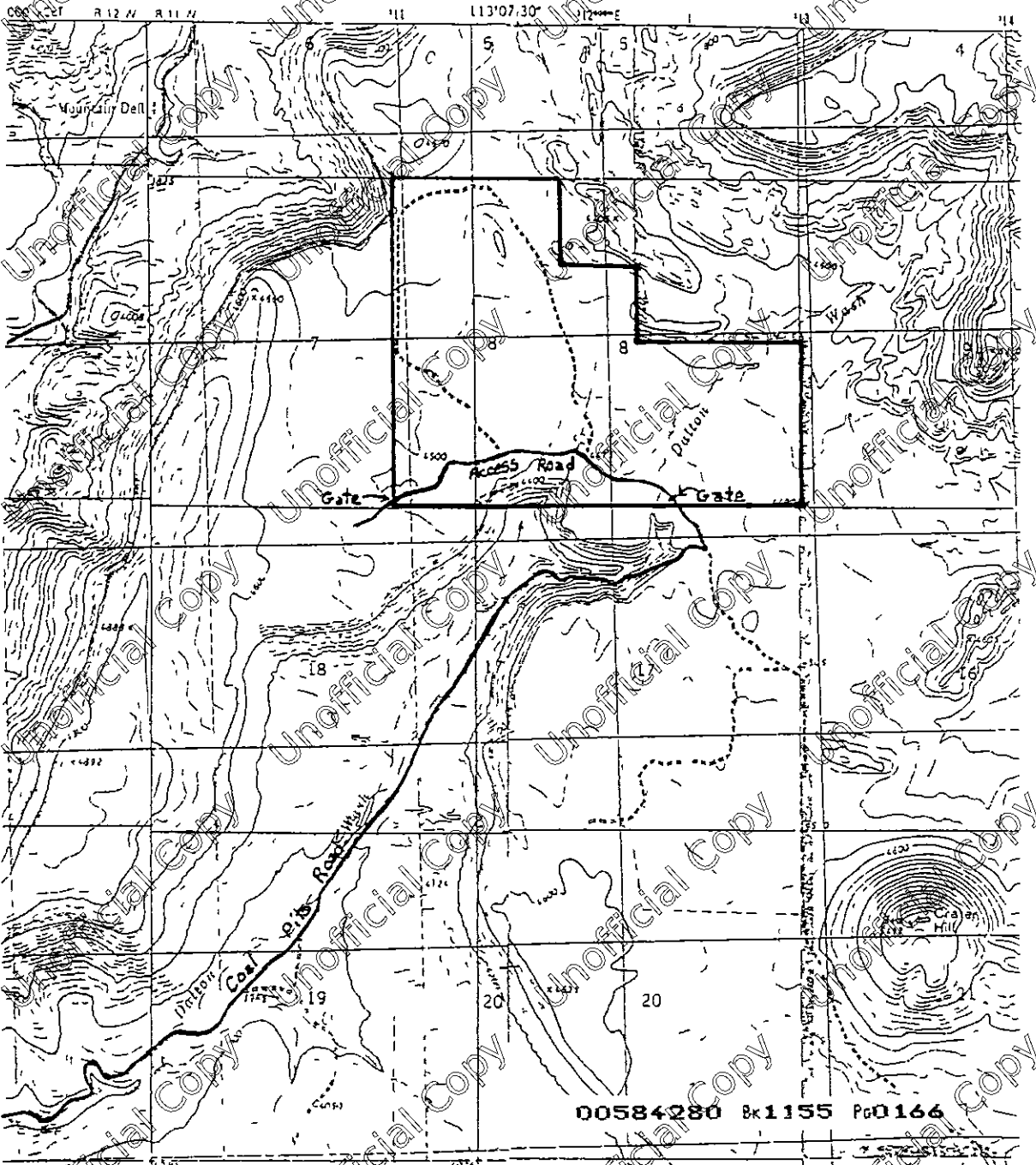
LESS & EXCEPTING therefrom that portion described as follows Beginning at a Point 132 00 feet North of the Southeast Corner of the Southwest 1/4 of the Southwest 1/4 of Section 7, Township 41 South, Range 11 West, Salt Lake Base and Meridian, and running thence East 660 00 feet, thence South 396 00 feet, thence West 660 00 feet, thence North 396 00 feet to the point of beginning TOGETHER with all improvements and appurtenances therunto belonging

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



VIRGIN QUADRANGLE  
UTAH-WASHINGTON CO  
7.5 MINUTE SERIES (TOPOGRAPHIC)

DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY



00584280 & K1155 Pg 0166

EXHIBIT  
4