

Boydén Farms
13044 Cave Circle
North Salt Lake, UT 84054

CONVEYANCE OF PERPETUAL ROAD ACCESS EASEMENT
(Road Easement)

THIS CONVEYANCE OF A PERPETUAL ROAD ACCESS EASEMENT, dated as of the 1st day of November, 2018 (hereinafter referred to as "Conveyance") by and between **BOYDEN FARMS, LLC**, a Utah Limited Liability Company, and **WOHALI PARTNERS, LLC**, a Utah Limited Liability Company, (hereinafter referred to as **GRANTORS**) and **MOUNTAIN LAND AND LIVESTOCK, LLC**, a Utah Limited Liability Company, and **LEWIS PEAK COMMUNICATIONS, INC.**, a Utah Corporation, (hereafter referred to as **GRANTEES**).

WITNESSETH:

WHEREAS, certain real properties owned by the Grantees have been serviced for many years by an access road commonly known as the Franklin Canyon Road; and

WHEREAS, the intent of this conveyance is to memorialize the rights of the Grantees to the private and unrestricted use of a private, surveyed road granting them access to their respective real properties without resort to litigation.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged collectively by the Grantors, Grantors hereby grant, sell and convey to the Grantees, their successors in interest, heirs and assigns a perpetual road easement 24 feet in width over and across the real property of Grantors as more fully set out and described in **Exhibits A and B**, attached hereto and incorporated herein by this reference for the purpose of providing access, both ingress and egress, for Grantees to their respective real properties upon the following terms and conditions:

1. This easement is granted without restriction as to use be it vehicular, pedestrian, or equestrian, and shall include, but not be limited to, agricultural, commercial, recreational, hunting, fishing, logging, fire suppression, weed control, grazing, and transportation and trailing of all types of livestock.
2. The centerline of the easement is described in Exhibit A, and shall extend 12 feet on either side of said centerline making the total width of the easement 24 feet.
3. Grantors have the right to fence Grantors' real property adjacent to the easement, and to install necessary gates or cattle guards across the easement providing the gates and/or cattle guards are 16 feet wide. If Grantors lock any gates, Grantors shall provide keys to Grantees to allow Grantees unimpeded passage on the easement.

ENTRY NO. 01101023

11/01/2018 10:27:28 AM B: 2485 P: 0690

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SUMMIT COUNTY, UTAH RECORDER

FEE 24.00 BY BOYDEN FARMS



4. Grantees are given no rights beyond the boundaries of the easement and may not travel across property adjacent to the easement without permission of the landowner of the adjacent property


5. Grantees shall be responsible for its use of the road within the easement and the use of such road by any of its agents or invitees. Grantees shall hold the Grantors harmless and shall indemnify Grantors for any and all liability in connection with the Grantees, its agents or invitees claim of liability or loss from personal injury or property damage resulting from or arising out of their use of such road. In the event that such road is damaged by a Grantees, its agents or invitees of the Grantees, Grantees shall be responsible for the immediate repair of that damage and restoration of the easement to its original condition, or as close thereto as possible.

6. All of the covenants herein contained shall be binding upon and inure to the benefit of the Grantees, their respective heirs, personal representatives, successors in interest, agents and assigns.

IN WITNESS WHEREOF, the undersigned Grantors and Grantees have set their hands hereto effective as of the day and year first above written.

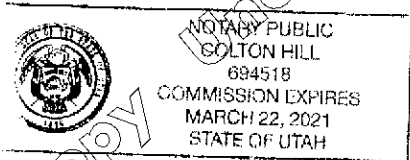
GRANTORS:

WOHALI PARTNERS, LLC
a Utah limited liability company

By: 
David P. Boyden
Manager

STATE OF UTAH)
) ss:
COUNTY OF ~~SALT LAKE~~ Davis) CA 08/27/18

On the 27th day of August, 2018, before me, the undersigned Notary Public, personally appeared David P. Boyden, Manager of Wohali Partners, LLC, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity.



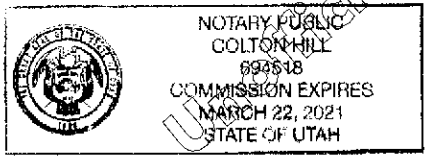

Notary Public

BOYDEN FARMS, LLC,
a Utah limited liability company

By: *Stephen G. Boyden*
Stephen G. Boyden
Manager

STATE OF UTAH)
COUNTY OF ~~SALT LAKE~~) ss: *DA* *09/22/18*

On the 12 day of August, 2018, before me, the undersigned Notary Public, personally appeared Stephen G. Boyden, Manager of Boyden Farms, LLC, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity.



Colton Hill
Notary Public

GRANTEES:

MOUNTAIN LAND AND LIVESTOCK, LLC
a Utah limited liability company

By: *Steven B. Robinson*
Steven B. Robinson
Manager

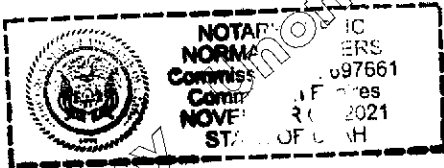
By: *Christopher Dawson*
Christopher Dawson
Manager

STATE OF UTAH

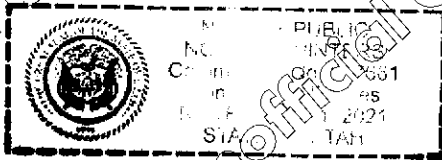
) ss:

COUNTY OF SUMMIT)

On the 30 day of October, 2018, before me, the undersigned Notary Public, personally appeared Steven B. Robinson and Christopher Dawson, managers of Mountain Land & Live-stock, LLC, proven to me through satisfactory evidence of identification to be the persons whose names were signed in my presence on the preceding or attached document.



Anna V. Winters
Notary Public



LEWIS PEAK COMMUNICATIONS, INC.
a Utah Corporation

By:

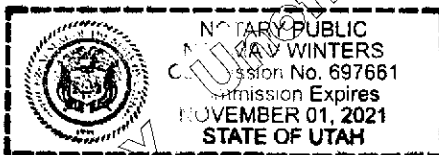
A. Boyd Robinson
A. Boyd Robinson
President

STATE OF UTAH

) ss:

COUNTY OF SUMMIT)

On the 30 day of October, 2018, before me, the undersigned Notary Public, personally appeared A. Boyd Robinson, President of Lewis Peak Communications, Inc., a Utah corporation, proven to me through satisfactory evidence of identification to be the person whose name was signed in my presence on the preceding or attached document.



Anna V. Winters
Notary Public

EXHIBIT A

A Gravel Road running though Sections 24, 27 and 22 of Township 2 North, Range 4 East, SLB&M (Basis of Bearing is Utah North State Plane), all courses are along said gravel road. Beginning at an intersection of said Gravel Road, said Intersection being South 55° 44' 51" East 166.66 feet from the South ¼ Corner of Section 27, Township 2 North, Range 4 East, SLB&M and running thence North 52° 18' 02" West 14.07 Feet; thence North 43° 57' 41" West 60.08 Feet; thence North 45° 35' 36" West 30.34 Feet; thence North 33° 30' 28" West 34.93 Feet; thence North 28° 49' 20" West 30.75 Feet; thence North 12° 26' 49" West 60.65 Feet; thence North 18° 55' 48" West 91.12 Feet; thence North 34° 09' 47" West 79.41 Feet; thence North 52° 08' 46" West 30.62 Feet; thence North 68° 30' 10" West 99.86 Feet; thence North 89° 58' 42" West 170.89 Feet; thence North 74° 39' 37" West 41.64 Feet; thence North 60° 38' 22" West 103.50 Feet; thence North 38° 49' 47" West 59.97 Feet; thence North 19° 07' 53" West 30.82 Feet; thence North 11° 53' 57" West 185.12 Feet; thence North 17° 50' 14" West 155.30 Feet; thence North 20° 41' 09" West 153.17 Feet; thence North 12° 43' 01" West 61.31 Feet; thence North 03° 00' 38" West 60.78 Feet; thence North 06° 59' 10" East 61.82 Feet; thence North 13° 21' 16" East 156.05 Feet; thence North 04° 46' 30" East 30.25 Feet; thence North 05° 57' 49" West 30.03 Feet; thence North 14° 51' 03" West 92.49 Feet; thence North 11° 21' 51" West 91.89 Feet; thence North 22° 18' 00" West 93.24 Feet; thence North 11° 24' 28" West 62.65 Feet; thence North 08° 13' 26" East 63.53 Feet; thence North 26° 08' 04" East 251.78 Feet; thence North 15° 01' 52" East 63.00 Feet; thence North 01° 17' 27" East 126.13 Feet; thence North 01° 54' 23" East 63.25 Feet; thence North 05° 33' 46" East 96.45 Feet; thence North 15° 57' 58" West 31.36 Feet; thence North 53° 24' 59" West 31.50 Feet; thence North 86° 06' 49" West 30.29 Feet; thence South 63° 50' 48" West 30.63 Feet; thence South 44° 40' 19" West 61.92 Feet; thence South 42° 34' 38" West 154.08 Feet; thence South 46° 04' 57" West 92.99 Feet; thence South 54° 43' 54" West 62.73 Feet; thence South 70° 00' 28" West 62.25 Feet; thence South 85° 19' 20" West 61.22 Feet; thence North 79° 25' 02" West 31.87 Feet; thence North 65° 40' 30" West 31.09 Feet; thence North 51° 18' 47" West 173.61 Feet; thence North 41° 24' 17" West 229.58 Feet; thence North 25° 42' 12" West 30.25 Feet; thence North 03° 22' 59" West 103.87 Feet; thence North 15° 34' 54" West 257.84 Feet; thence North 27° 04' 35" West 61.92 Feet; thence North 32° 29' 50" West 62.10 Feet; thence North 29° 12' 04" West 226.18 Feet; thence North 45° 13' 30" West 122.09 Feet; thence North 12° 03' 52" West 189.14 Feet; thence North 01° 01' 27" West 144.39 Feet; thence North 29° 42' 45" West 71.64 Feet; thence North 59° 39' 21" West 61.41 Feet; thence North 59° 30' 26" West 62.47 Feet; thence North 29° 29' 55" West 30.31 Feet; thence North 06° 04' 39" West 60.93 Feet; thence North 24° 16' 15" West 61.11 Feet; thence North 47° 49' 12" West 63.08 Feet; thence North 69° 05' 39" West 61.91 Feet; thence North 62° 24' 17" West 30.74 Feet; thence North 15° 17' 00" East 35.09 Feet; thence South 82° 05' 39" East 30.75 Feet; thence South 74° 47' 19" East 30.35 Feet; thence South 89° 01' 22" East 30.33 Feet; thence North 85° 18' 02" East 91.70 Feet; thence South 65° 46' 24" East 91.94 Feet; thence South 77° 30' 18" East 31.15 Feet; thence North 70° 01' 36" East 92.61 Feet; thence South 86° 06' 07" East 31.71 Feet; thence South 65° 52' 34" East 63.21 Feet; thence South 54° 41' 08" East 62.83 Feet; thence South 47° 43' 48" East 92.29 Feet; thence South 56° 12' 12" East 31.08 Feet; thence

North 69° 07' 59" East 31.12 Feet; thence North 23° 12' 11" East 32.18 Feet; thence North 00° 07' 04" East 61.57 Feet; thence North 05° 18' 45" West 124.35 Feet; thence North 02° 39' 43" East 152.40 Feet; thence North 03° 51' 04" East 152.26 Feet; thence North 06° 54' 39" East 60.83 Feet; thence North 14° 20' 41" East 61.57 Feet; thence North 13° 26' 47" East 60.59 Feet; thence North 04° 58' 44" East 30.18 Feet; thence North 20° 53' 08" West 91.99 Feet; thence North 19° 32' 14" West 122.89 Feet; thence North 15° 17' 38" West 96.40 Feet; thence North 09° 19' 15" West 92.57 Feet; thence North 10° 35' 22" West 61.39 Feet; thence North 05° 23' 25" East 61.70 Feet; thence North 06° 24' 29" East 61.42 Feet; thence North 07° 51' 16" East 61.34 Feet; thence North 23° 14' 02" East 60.16 Feet; thence North 21° 19' 09" East 91.53 Feet; thence North 33° 23' 06" East 93.28 Feet; thence North 33° 50' 35" East 92.03 Feet; thence North 17° 28' 44" East 92.46 Feet; thence North 14° 49' 11" East 92.14 Feet; thence North 13° 07' 22" West 30.37 Feet; thence North 12° 42' 16" West 62.26 Feet; thence North 04° 38' 41" West 92.70 Feet; thence North 00° 17' 38" East 63.31 Feet; thence North 05° 54' 40" East 61.27 Feet; thence North 11° 58' 31" East 61.05 Feet; thence North 22° 27' 11" East 61.45 Feet; thence North 13° 58' 08" East 30.95 Feet; thence North 02° 05' 12" West 95.36 Feet; thence North 01° 52' 02" East 109.44 Feet; thence North 08° 28' 20" East 157.43 Feet; thence North 10° 45' 00" East 232.90 Feet; thence North 09° 40' 19" East 92.09 Feet; thence North 28° 39' 59" East 72.62 Feet; thence North 20° 35' 59" East 95.43 Feet; thence North 24° 55' 24" East 147.28 Feet; thence North 31° 24' 34" East 121.46 Feet; thence North 28° 53' 37" East 91.00 Feet; thence North 12° 55' 48" East 60.30 Feet; thence North 11° 15' 17" East 123.98 Feet; thence North 04° 43' 23" East 62.00 Feet; thence North 06° 03' 48" West 170.85 Feet; thence North 12° 26' 40" East 59.90 Feet; thence North 11° 08' 00" East 86.67 Feet; thence North 00° 44' 30" East 61.77 Feet; thence North 07° 47' 37" East 90.72 Feet; thence North 14° 59' 34" East 61.83 Feet; thence North 05° 34' 04" East 115.23 Feet; thence North 18° 14' 43" East 62.51 Feet; thence North 12° 58' 42" East 158.37 Feet; thence North 21° 55' 25" East 154.37 Feet; thence North 33° 17' 12" East 71.16 Feet; thence North 34° 52' 33" East 92.37 Feet; thence North 28° 31' 51" East 62.63 Feet; thence North 24° 06' 24" East 93.22 Feet; thence North 17° 39' 35" East 122.57 Feet; thence North 09° 04' 20" East 128.40 Feet; thence North 06° 47' 36" East 126.87 Feet; thence North 08° 41' 47" East 125.86 Feet; thence North 08° 09' 04" East 157.23 Feet; thence North 00° 04' 53" West 91.76 Feet; thence North 05° 29' 53" West 92.67 Feet; thence North 12° 55' 05" East 62.46 Feet; thence North 26° 26' 22" East 126.02 Feet; thence North 25° 38' 00" East 91.82 Feet; thence North 19° 33' 39" East 62.88 Feet; thence North 08° 21' 45" East 61.05 Feet; thence North 02° 56' 17" East 62.09 Feet; thence North 01° 13' 35" West 159.59 Feet; thence North 00° 07' 45" West 156.80 Feet; thence North 01° 32' 53" West 120.49 Feet; thence North 03° 40' 03" East 92.28 Feet; thence North 05° 25' 29" West 92.46 Feet; thence North 01° 36' 09" West 61.10 Feet; thence North 04° 34' 25" West 62.74 Feet; thence North 22° 28' 27" East 61.02 Feet; thence North 28° 36' 25" East 61.27 Feet; thence North 14° 44' 56" East 62.94 Feet to an existing gate near Willow Flats.

NS - 298

NS - 299

NS - 317

EXHIBIT B

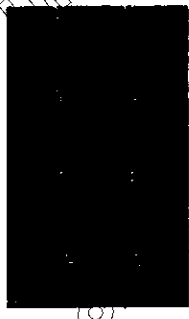
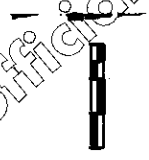


EXHIBIT B

