

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement"), dated effective the 24<sup>th</sup> day of June, 2016, is by and among Tonaquint, Inc., a Utah corporation ("Tonaquint"), Monte Cristo Development LLC, a Utah limited liability company ("Monte Cristo," and together with Tonaquint, "Grantor"), and Jonathan K. Hansen, an individual ("Grantee").

A. Grantor owns certain real property located in Rich County, Utah, that is more particularly described on Exhibit A attached hereto and incorporated herein (the "Grantor Property").

B. Grantee owns certain real property located in Rich County, Utah, that is more particularly described on Exhibit B attached hereto and incorporated herein (the "Grantee Property").

C. Grantee acquired the Grantee Property from Tonaquint pursuant to a Real Estate Purchase Agreement between Grantee and Tonaquint dated effective January 1, 2013 (the "Purchase Agreement").

D. It was a condition precedent to Grantee's acquisition of the Grantee Property pursuant to the Purchase Agreement that Grantor enter into this Agreement.

E. Grantee desires an easement across the Grantor Property for the purposes set forth herein to benefit the Grantee Property.

F. Subject to the terms and conditions of this Agreement, Grantor desires to grant such easement to Grantee.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and the covenants and agreements hereinafter set forth, the parties hereto, each intending to be legally bound by these presents, mutually agree as follows:

1. Grantor Easement. Subject to the terms and conditions of this Agreement, Grantor grants to Grantee, its agents, representatives, invitees, licensees, contractors and subcontractors a non-exclusive easement for the purpose of ingress and egress of vehicular and pedestrian traffic, including without limitation the right to use snowmobiles, four-wheelers and other all-terrain vehicles, automobiles, and bicycles over, upon and across the following portions of the Grantor Property (the "Easement"):

a. All existing roads or jeep trails across the Grantor Property until such time, if ever, that the Grantor Property is subdivided and such roads or jeep trails are abandoned and replaced with roads or trails that serve such subdivision and which provide access to the Grantee Property from the Grantor Property adjacent thereto;

b. Subject to the provisions of Section 6 hereunder, all future common areas, roads and trails that are developed, built or otherwise constructed on the Grantor Property, provided that any such common areas, roads or trails are intended for common

use of 500 or more acres of the Grantor Property in the event the Grantor Property is subdivided;

c. The roads specified on Exhibit C hereto, until such time as the Grantor Property is subdivided and roads are constructed for the benefit of any such subdivision and which provide access to the Grantee Property from the Grantor Property adjacent thereto.

d. For the avoidance of doubt, the foregoing Easement shall include without limitation each of Easement 1A, Easement 1B, Easement 2, Easement 3, Easement 4, Easement 5, and Easement 6, each as described more particularly on Exhibit D.

e. For purposes of this Agreement, "common areas" shall mean open lands including parks, trails, ponds and parking and rest areas, but shall not include clubhouses, golf courses, tennis courts, ball fields, swimming pools or other facilities which may be constructed on the Grantor Property.

2. Grantee Easement. Subject to the terms and conditions of this Agreement, Grantee grants to Grantor, its agents, representatives, invitees, licensees, contractors and subcontractors a non-exclusive easement for the purpose of ingress and egress of vehicular and pedestrian traffic, including without limitation the right to use, subject to all applicable laws and rules imposed by the State of Utah, Rich County, and municipality or homeowner's association, snowmobiles, four-wheelers and other all-terrain vehicles, automobiles, and bicycles over, upon and across the existing jeep trail on the Grantee Property from the connecting point at the beginning of Easement 3 (as more particularly described on Exhibit D hereto) to the beginning of Easement 4 (as more particularly described on Exhibit D), as shown more specifically on the map attached hereto as Exhibit C.

3. Duration. The Easement shall be effective as of the date hereof and remain in effect as to roads and trails referenced herein until the roads and trails referenced herein are replaced with public roads or roads or trails intended for the common use of at least \_\_\_ acres of the Grantor Property and which provide access to the Grantee Property from the Grantor Property adjacent thereto and as to common areas for so long as the Grantor Property has not been subdivided and for so long thereafter as such common areas remain as common areas for any subdivision within the Grantor Property. Notwithstanding any of the provisions of this Agreement, Grantor reserves the right, in its sole and absolute discretion, to temporarily or permanently close or abandon any roads, recreational trails or common areas for any reason including without limitation concerns for public health or safety, provided that there continues to be at all times reasonable access to the Grantee Property from the Grantor Property adjacent thereto, and provided that such closure is generally applicable to all who may have an easement thereon or, after the Grantor Property is subdivided in whole or in part, if ever, to all owners, occupants and residents of subdivided lots within the Grantor Property.

4. Relocation. Grantor shall have the right, at its expense, to relocate and/ or modify any roads, trails or common areas subject hereto at Grantor's expense and to modify this Easement accordingly, so long as (i) the relocated roads at all times provide reasonable access to the Grantee Property, (ii) during the construction of any relocated road Grantee's use of the

existing road is not materially and unreasonably interrupted and (iii) Grantor executes and records an amendment to this Easement Agreement evidencing any changes in location of the roads specified on Exhibit C or changes to the areas covered by this Easement.

5. Maintenance; Assumption of Risk. Grantor, as the Grantor of the Grantor Property, including those areas covered by the Easement (the "Easement Area"), shall retain the primary responsibility of maintaining roads subject hereto in their existing condition, but shall have no obligation of any kind to maintain any trails or common areas, it being understood and agreed that the use thereof by Grantee, its successors, assign, invitees or guests for any purpose, and the use of any portion of the Easement Area by snowmobile, four-wheelers or all-terrain vehicles or the like by any of the foregoing shall be at the risk of same and Grantee hereby and on behalf of any such successors and assigns, invitees and guest assumes all such risk. Grantee shall have no duty to maintain the Easement Area, except that any damage to the Easement Area caused by Grantee shall be repaired by Grantee.

6. Fees. Grantee agrees that the use of the Easement Area may be conditioned upon residents and occupants of the Grantee Property being required to pay on an ongoing basis the same fees on the same terms and conditions that residents or occupants of the Grantor Property or any portion thereof are required to pay to any homeowners' association or the like after the subdivision of the Grantor Property on the same basis that assessments may be made against lots owned by others within the Grantor Property to cover the cost of maintenance or repair of the Easement Area, as the same may be modified from time to time, which requirement may be evidenced by an instrument recorded against the Grantee Property by Grantor in the office of the Recorder of Rich County, provided that, if Grantee or its successor or assigns elect to forego the use of the Easement Area and record an instrument to such effect in the office of said Recorder, this Easement shall terminate as to that portion of the Easement Area owned by the party recording said instrument, and no occupant shall be required to pay any such fee accruing thereafter.

7. Acceptance. Grantee accepts the Easement as suitable for Grantee's uses and purposes set forth herein.

8. Covenants Run With Land. Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of the Grantor Property or the Grantee Property to the extent that such portion is affected or bound by the Easement or the covenant or restriction in question, or to the extent that such easement, covenant or restriction is to be performed on such portion; and (c) shall benefit and be binding upon any person whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Notwithstanding the foregoing or anything to the contrary herein, upon any transfer by Grantor or Grantee of its applicable Grantor Property or Grantee Property, such party shall no longer have any liability or obligation under this Agreement for any expense, action, claim, liability, obligation, event or cause of action that arose after the date of such conveyance; provided, that, for the avoidance of doubt, such party shall remain liable for any expense, action, claim, liability, obligation, event or cause of action to the extent the same arose prior to any such conveyance and the assignee of any such interest shall be liable for

any expense, action, claim, liability, obligation, event or cause of action to the extent the same arises after any such conveyance.

9. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Easement property for the general public or for any public purpose whatsoever, it being the intent of the parties that this Agreement be strictly limited to and for the purposes expressed herein.

10. Indemnification: Insurance. Grantee shall indemnify, hold harmless and defend Grantor and the Grantor Property from, any and all costs, expenses (including, without limitation, reasonable attorneys' fees), damages, claims, liabilities, losses, liens, encumbrances and charges arising or alleged to arise from such the use of the Easements by Grantee or its invitees and guests; provided, however, that if Grantee sells the Grantee Property to a party not related to Grantee (a "Grantee Disposition"), then Grantee shall no longer be obligated in any manner under this paragraph 10, provided that, in the event of a Grantee Disposition, Grantee may require, as a condition to the use of the Easement by Grantee or any subsequent owner of the Grantee Property or a portion thereof, that Grantee or such subsequent owner shall either (i) provide an indemnification on the foregoing terms from a party reasonably satisfactory to Grantor or (ii) obtain and maintain with respect to such party's use of the Easement commercial general liability insurance coverage, including personal injury, bodily injury (including wrongful death), contractual liability and broad form property damage, with the following limits: (i) general aggregate not less than \$1,000,000.00; and (ii) per occurrence combined single limit-not less than \$1,000,000.00, and provided that any such insurance shall be with a company reasonably acceptable to Grantor, shall name Grantor as an additional insured and provide that the coverage may not be cancelled, terminated or modified without giving Grantor at least 30 days' prior notice.

11. No Liens. Grantee shall not permit any mechanic's, materialmen's or other liens to be filed against all or any part of the Grantor Property as a result of any use of the Easement or any work on the Grantor Property by Grantee or its agents. If any such lien is filed, Grantee shall, at its sole cost, immediately cause such lien to be released of record or bonded in compliance with state law so that it no longer encumbers the Grantor Property.

12. Compliance with Applicable Laws. Grantee must at all times exercise its rights under this Agreement in accordance with all applicable laws, statutes, orders, rules, and regulations of all governmental authorities with jurisdiction. Grantee is solely responsible to ensure that its activities comply with all applicable laws and Grantor has no responsibility to Grantee or third parties in this regard.

13. Representations and Warranties. Grantor and Grantee each represent and warrant that they own all of the interest in the Grantor Property and the Grantee Property, respectively, and each of the undersigned individuals represent and warrant that they have all of the necessary legal authority to execute this document on behalf of Grantor and Grantee.

14. Taxes. Grantor shall be responsible for the payment of all real estate taxes assessed against the Grantor Property and Grantee shall be responsible for the payment of all real estate taxes assessed against the Grantee Property.

15. Relationship of the Parties. It is expressly understood by the parties hereto that all work performed by Grantee or Grantor pursuant to this Agreement or which in any way relates to the use of the Easement shall not be in the capacity as an agent for the other, as applicable. Nothing contained in this Agreement authorizes Grantee or Grantor to enter into any agreement for or on behalf of the other, as applicable, or to bind the other, as applicable, to any obligation or undertaking. Nothing in this Agreement shall be interpreted or construed as a partnership or joint venture between Grantor and Grantee.

16. Waiver. Even if a party waives the other's breach of any provision of this Agreement on one or more occasions, the waiving party retains the right to enforce the same or any other provision in case of a later breach by the other party.

17. Entire Agreement and Modification. This Agreement represents the full and complete agreement between the parties regarding the subject matter hereof and all parties executing this instrument have received a copy of the same. The terms and conditions of this Agreement merge with and supersede any prior or contemporaneous, oral or written, statements or agreements. This Agreement may only be modified or amended by a written instrument signed by both parties hereto.

18. Recordation. This Agreement shall be recorded promptly following the closing of the transactions described in the Purchase Agreement. Upon this Agreement being recorded, the recording party shall provide the non-recording party with a copy of the recorded Agreement within thirty (30) days after same is returned from the Office of the Recorder of Rich County, Utah.

19. Notices. Any and all notices, request, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered if delivered personally; (b) when received if given by facsimile; or (c) three (3) days after the mailing thereof by first-class, postage prepaid, mail if mailed, at the respective addresses set forth below (or at such other address as may be designated in a written notice and given in accordance with this paragraph):

If to Grantor:  
Tonaquint, Inc.  
Attn: John M. Fife  
303 East Wacker Drive, Suite 1040  
Chicago, Illinois 60601

If to Grantee:  
Jonathan K. Hansen  
3051 West Maple Loop Drive, Suite 325  
Lehi, Utah 84043

20. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. Each of the parties hereto consents to the jurisdiction of any appropriate court in the State of Utah in the event there is a dispute or disagreement arising out of this Agreement.

21. Severance. Should any portion of this Agreement be declared invalid and unenforceable, then such portion shall be deemed to be severed from this Agreement and shall not affect the remainder thereof.

22. Further Assurances. Each party, at the request of the other, shall execute and deliver to the requesting party any available instruments, agreements, documents, permits or applications, or any other papers reasonably required by the requesting party, and such other party shall do such other acts as may be reasonably requested by the requesting party, all to effect the purposes of this Agreement.

23. Construction. Paragraph headings in this Agreement are inserted for convenience only, and shall not be considered a part of this Agreement, or used in its interpretation. Unless otherwise provided, or unless the context shall otherwise require, words importing the singular number shall include the plural number, words importing the masculine gender shall include the feminine gender, and vice versa. This Agreement shall not be construed against either party because of the draftsmanship hereof.

24. Binding Effect. All the terms, conditions, reservations, covenants and restrictions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of each of the parties hereto.

25. Attorneys' Fees. Should any party default in any of the covenants or agreements herein contained, the defaulting party shall pay all costs and expenses, including a reasonable attorneys' fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorneys' fee, incurred on appeal and in bankruptcy proceedings.

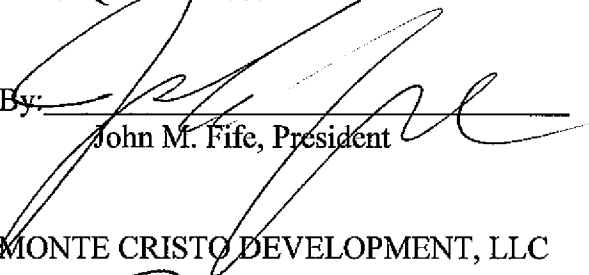
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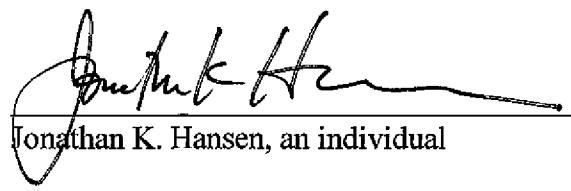
IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement effective as of the date first above written.

**GRANTOR:**

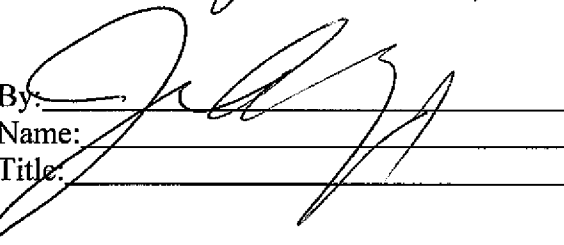
**GRANTEE:**

TONAQUINT, INC.

By:   
John M. Fife, President

  
Jonathan K. Hansen, an individual

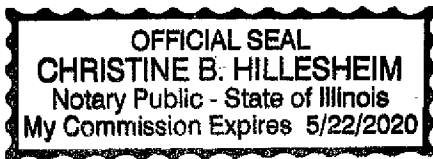
MONTE CRISTO DEVELOPMENT, LLC

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CORPORATE ACKNOWLEDGMENTS

STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me this 24 day of June, 2016, by John M. Fife as the President of Tonaquint, Inc., a Utah corporation, the corporation named in and that executed the foregoing instrument.



Christine B. Hillesheim  
Notary Public

Residing at: 303 E. Wacker Dr  
Chicago, IL 60601

STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me this 24 day of June, 2016, by John M. Fife as the Manager of Monte Cristo Development, LLC, a Utah limited liability company, the limited liability company named in and that executed the foregoing instrument.



Christine B. Hillesheim  
Notary Public

Residing at: 303 E. Wacker Dr  
Chicago, IL 60601

STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me this 24 day of June, 2016, by Jonathan K. Hansen, an individual named in and that executed the foregoing instrument.



Christine B. Hillesheim  
Notary Public

Residing at: 303 E. Wacker Dr  
Chicago, IL 60601



**EXHIBIT A**

**GRANTOR PROPERTY**

**EXHIBIT A**  
**Property Owned by Monte Cristo Development, LLC**

A parcel of land for the purpose of subdividing and the development of said parcel of land into lots, known as the Monte Cristo Estates I, Rich County, Utah, being part of an entire tract of land located within the Southwest Quarter of Section 25, Southeast Quarter of the Southeast Quarter of Section 26, Northeast Quarter of Section 35, Northwest Quarter of Section 35, Northwest Quarter of Section 36, and a portion of the Northeast Quarter of Section 36, Township 9 North, Range 4 East, Salt Lake Base and Meridian, the boundaries of said Phase I are more particularly described as follows: Commencing at the North Quarter Corner of Section 35, Township 9 North, Range 4 East, Salt Lake Base and Meridian, a found 1940 2.5" GLO brass cap, running South 00°24'35" West along the East line of the Northwest Quarter of said Section 35, a distance of 349.65 feet to the point of beginning; thence North 72°05'01" East 4976.45 feet; thence South 29°22'50" East 1200.03 feet; thence South 48°45'41" West 1500.21 feet; thence South 41°14'29" East 1147.73 feet to a point which lies on a curve with a spiral to the right, thence Westerly 422.96 feet along the arc of a 1357.40 foot radius curve to the right; thence Westerly 194.72 feet along the arc of a spiral which is concentric with and 75.00 foot radially distant Northerly from a 200.00 foot 10 chord spiral for a 4°00'00" curve to the right; thence South 73°04'12" West 1720.00 feet; thence North 16°55'48" West 15.00 feet; thence South 73°04'12" West 250.00 feet; thence South 16°55'48" East 15.00 feet; thence South 73°04'12" West 1325.00 feet; thence North 16°55'48" West 15.00 feet; thence South 75°20'07" West 188.88 feet along an arc of a spiral which is concentric with and 90.00 foot radially distant Northerly from a 200.00 foot ten chord spiral for a 7°00'00" curve to the right (note: tangent to said spiral at its point of beginning bears South 73°04'12" West); thence Westerly 289.27 feet along the arc of a 728.53 foot radius curve to the right; thence South 12°49'12" West 15.00 feet to a point 75.00 foot radially distant Northerly from said centerline at Engineer Station 790+00; thence Westerly 190.76 feet along the arc of a 743.53 foot radius curve to the right; (note: tangent to said curve at its point of beginning bears North 77°25'12" West); thence Northwesterly 190.76 feet along the arc of said spiral which is concentric with and 75.00 feet radially distant Northerly from a 200.00 foot 10 chord spiral for a 7°00'00" curve to the right; thence Westerly 701.25 feet along the arc of a 1357.40 foot radius curve to the right; thence North 55°28'48" West 960.00 feet to a point of tangency with a spiral to the right; thence Northwesterly 189.37 feet along the arc of said spiral which is concentric with and 75.00 feet radially distant Northeasterly for a 200.00 foot 10 chord spiral for a 8°00'00" curve to the right; thence Westerly 701.25 feet along the arc of a 1357.40 foot radius curve to the right; thence Northwesterly 201.44 feet along the arc of a 641.20 foot radius curve to the right; thence Northwesterly 189.73 feet along the arc of said spiral which is concentric with and 75.00 feet radially distant Northeasterly from a 200.00 foot ten chord spiral for a 8°00'00" curve to the right to a point of tangency with a spiral to the left; thence Northwesterly 210.29 feet along the arc of said spiral which is concentric with and 75.00 feet radially distant Northeasterly from a 200.00 foot ten chord spiral for 8°00'00" curve (note: tangent to said spiral at its point of beginning bears North 21°43'12" West); thence Northwesterly 386.23 feet along the arc of a 791.20 foot radius curve to the left; thence North 88°57'20" East 1054.09 feet to a point which lies on the East line of the Northwest Quarter of Section 35; thence North 00°24'35" East along said East line a distant of 993.69 feet to the point of beginning.

Less and Excepting therefrom all those certain coal and mineral, etal, rights as previously reserved in Patent recorded in Book Q, Page 451, Patent recorded in Book S, Page 68 as to Section 25; and those previously severed in Quit Claim Deed recorded in Book G7, Page 6 as to Sections 26, 35, and 36; and those previously reserved in Patent recorded in Book R, Page 26, as to Section 35, all recorded in the office of the Recorder of Rich County, Utah.

Also Less and Excepting therefrom any portion lying within the bounds of any road or highway.

**EXHIBIT A**  
**Property owned by Tonaquint Inc.**

PARCEL 1: The South half of the North half; the Southeast Quarter; the North half of the Southwest Quarter; the Southeast Quarter of the Southwest Quarter of Section 23, Township 9 North, Range 4 East of the Salt Lake Base and Meridian.

LESS AND EXCEPTING THEREFROM all those coal and minerals previously reserved in Patent Book R, Page 63 and all those certain minerals severed by previously deeds in Book K7, Pages 214 and 216; affecting the Northwest Quarter of the Southwest Quarter and in Quit Claim Deed recorded in Book G7, Page 6, affecting the Northeast Quarter of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter.

PARCEL 2: All of Section 24, Township 9 North, Range 4 East of the Salt Lake Base and Meridian.

LESS AND EXCEPTING THEREFROM all those coal and minerals as previously reserved in Patent Book S, Page 68 and those certain oil, gas and mineral rights as previously reserved in that certain Warranty Deed recorded in Book Z, at Page 215 and all those certain oil, gas and mineral rights as previously severed in that certain Quit Claim Deed recorded in Book G7, at Page 6.

PARCEL 3: All of Section 25, Township 9 North, Range 4 East of the Salt Lake Base and Meridian.

LESS AND EXCEPTING THEREFROM all those certain coal and minerals as previously reserved in Patent Book Q, at page 451 and Patent Book S, at Page 68 and all those certain oil, gas and mineral rights as previously severed in Book G7, at Page 6.

PARCEL 4: The East half and the East half of the Northwest Quarter of Section 26, Township 9 North, Range 4 East of the Salt Lake Base and Meridian.

LESS AND EXCEPTING THEREFROM all those certain coal and minerals as previously reserved in Patent Book R, Page 63 and all those certain oil, gas and mineral rights as previously severed in that certain Quit Claim Deed recorded in Book G7, Page 6.

PARCEL 5: The East half lying North of the right of way Highway known as State Route 39, referred to in that certain Order for Occupancy recorded September 3, 1965 as Filing No. F10,440 in Book C2, Page 102; and the South half of the Northwest Quarter of Section 35, Township 9 North, Range 4 East of the Salt Lake Base and Meridian lying North of the right of way Highway known as State Route 39, referred to in that certain Order for Occupancy recorded September 3, 1965 as Filing No. F10,440 in Book C2, Page 102. Less and Excepting therefrom all those certain coal and minerals as previously reserved in Patent Book R, at Page 26 and all those certain oil, gas and minerals as previously severed in Book G7, at Page 6.

LESS AND EXCEPTING THEREFROM all of that certain real property previously deeded to the State Road Commission of Utah on 21 October 1935 in Book R, Page 517 and of which a portion is located in the Southeast Quarter of the Northeast Quarter of Section 35 and which in total is described as follows:

Right of Way for Highway known as State Route No. U-39, Woodruff-Huntsville Section 33 and the Southeast Quarter of the Northeast Quarter of Section 35, Township 9 North, Range 4 East of the Salt Lake Base and Meridian. Said right of way is a strip of land 100 feet wide, 50 feet on each side of and lying parallel and adjacent to, the center line survey of said project. Said center line is more particularly described as follows:

**EXHIBIT A**  
**Property owned by Tonaquint Inc.**

Beginning at a point on the North line of said Section 36 1995.1 feet West of the Northeast corner of said Section 36 (Said point corresponds to Engineer's Station 530+37.7 on the center line of the survey of said road). Thence South 49°17' West, 2037.7 feet; thence South 80°37' West 200.0 feet; thence South 72°35' West, 300.0 feet; thence South 81°55' West 140.0 feet; thence South 57°37' West, 678.0 feet; thence South 39°37' West 442.0 feet; thence South 53°43' West 150.0 feet; thence South 48°27' West, 50.0 feet; thence South 66°43' West 67.0 feet; thence South 88°13' West, 73.0 feet; thence South 80°13' West, 60.0 feet, more or less, to the West line of said Section 36. Thence continuing South 80°13' West, 90.0 feet; thence North 87°23' West, 90.0 feet; thence North 58°21' West, 40.0 feet; thence North 37°23' West 55.0 feet; thence North 21°11' West 115.0 feet; thence North 59°27' West 60.0 feet; thence South 89°14' West 50.0 feet; thence South 84°17' West 185.0 feet; thence South 31°15' West 208.0 feet; thence South 57°03' West 57°03' West 167.0 feet; thence South 49°30' West 280.0 feet; thence South 43°30' West 234.0 feet; thence South 27°43' West 115.0 feet; more or less to the West line of the Southeast Quarter of the Northeast Quarter of said Section 35 as shown on the official map of said project on file in the office of the State Road Commission of Utah.

PARCEL 6: All of Section 36, Township 9 North, Range 4 East of the Salt Lake Base and Meridian. Less and Excepting therefrom all those certain oil, gas and minerals as previously severed in Book G7, Page 6; and less and Excepting therefrom all of those certain real property previously deeded to the State Road Commission of Utah of 21 October 1935 in Book R, Page 517 and of which a portion is located in Section 36 and which in total is described as follows:

Right of Way for Highway known as State Route No. U-39, Woodruff-Huntsville Section 33 and the Southeast Quarter of the Northeast Quarter of Section 35, Township 9 North, Range 4 East of the Salt Lake Base and Meridian. Said right of way is a strip of land 100 feet wide, 50 feet on each side of and lying parallel and adjacent to, the center line survey of said project. Said center line is more particularly described as follows:

Beginning at a point on the North line of said Section 36 1995.1 feet West of the Northeast corner of said Section 36 (Said point corresponds to Engineer's Station 530+37.7 on the center line of the survey of said road). Thence South 49°17' West, 2037.7 feet; thence South 80°37' West 200.0 feet; thence South 72°35' West, 300.0 feet; thence South 81°55' West 140.0 feet; thence South 57°37' West, 678.0 feet; thence South 39°37' West 442.0 feet; thence South 53°43' West 150.0 feet; thence South 48°27' West, 50.0 feet; thence South 66°43' West 67.0 feet; thence South 88°13' West, 73.0 feet; thence South 80°13' West, 60.0 feet, more or less, to the West line of said Section 36. Thence continuing South 80°13' West, 90.0 feet; thence North 87°23' West, 90.0 feet; thence North 58°21' West, 40.0 feet; thence North 37°23' West 55.0 feet; thence North 21°11' West 115.0 feet; thence North 59°27' West 60.0 feet; thence South 89°14' West 50.0 feet; thence South 84°17' West 185.0 feet; thence South 31°15' West 208.0 feet; thence South 57°03' West 57°03' West 167.0 feet; thence South 49°30' West 280.0 feet; thence South 43°30' West 234.0 feet; thence South 27°43' West 115.0 feet; more or less to the West line of the Southeast Quarter of the Northeast Quarter of said Section 35 as shown on the official map of said project on file in the office of the State Road Commission of Utah.

Also, Less and Excepting therefrom any portion of said property lying within the bounds of the right of way for highway known as State Route 30 referred to in that certain Order of Occupancy recorded September 3, 1965 as Filing No. F10,440, in Book C2, Page 102, in the office of the Recorder of Rich County, Utah.

Also, Less and Excepting therefrom that property previously conveyed, described as follows: A part of Section 36, Township 9 North, Range 4 East of the Salt Lake Base and Meridian. Beginning at the Southwest Corner of said Section; running thence North 00°24'27" East 2683.64 feet along the West line of the Southwest Quarter of said Section to the South right of way line of State Highway 39; thence along said right of way line the following two courses: 1) North 73°04'02" East 1975.46 feet; 2) to the left along the arc of a 1500.00 foot radius curve, a distance of 865.91 feet, chord bears North 56°31'47" East 853.93 feet to an existing fence line; thence South 47°22'36" East 978.19 feet along said fence line to the East line of the West half of the West half of the East half of said Section; thence South 00°13'45" West 1987.48 feet along said East line to the Easterly edge of an existing gravel road; thence along said Easterly edge of gravel road the following 7 courses: 1) South 27°22'23" East 133.10 feet; 2) South 34°55'42" East 149.69 feet; 3) South

**EXHIBIT A**  
**Property owned by Tonaquint Inc.**

42°18'12" East 197.30 feet; 4) to the right along the arc of a 332.40 foot radius curve, a distance of 166.07 feet, chord bears South 27°59'26" East 164.35 feet; 5) to the left along the arc of a 313.57 foot radius curve, a distance of 147.13 feet, chord bears South 27°07'10" East 145.78 feet; 6) to the right along the arc of a 100.00 foot radius curve, a distance of 118.83 feet, chord bears South 06°31'11" East 111.96 feet; 7) South 27°59'28" West 305.72 feet to the South line of said Southeast Quarter; thence South 89°34'25" West 965.40 feet along said South line to the South Quarter Corner of said Section; thence South 89°21'21" West 2660.35 feet along the South line of said Southwest Quarter to the point of beginning.

In addition, Excepting from the previously described Parcels 4, 5, 6, and 7, is any portion of the following described property, found to be lying within the respective parcels, (the following described property being excepted out is being referred to as Monte Cristo Estates Phase I, an unrecorded proposed future development: A parcel of land for the purpose of subdividing and the development of said parcel of land into lots, known as the Monte Cristo Estates I, Rich County, Utah, being part of an entire tract of land located within the Southwest Quarter of Section 25, Southeast Quarter of the Southeast Quarter of Section 26, Northeast Quarter of Section 35, Northwest Quarter of Section 35, Northwest Quarter of Section 36, and a portion of the Northeast Quarter of Section 36, Township 9 North, Range 4 East, Salt Lake Base and Meridian, the boundaries of said Phase I are more particularly described as follows: Commencing at the North Quarter Corner of Section 35, Township 9 North, Range 4 East, Salt Lake Base and Meridian, a found 1940 2.5" GLO brass cap, running South 00°24'35" West along the East line of the Northwest Quarter of said Section 35, a distance of 349.65 feet to the point of beginning; thence North 72°05'01" East 4976.45 feet; thence South 29°22'50" East 1200.03 feet; thence South 48°45'41" West 1500.21 feet; thence South 41°14'29" East 1147.73 feet to a point which lies on a curve with a spiral to the right, thence Westerly 422.96 feet along the arc of a 1357.40 foot radius curve to the right; thence Westerly 194.72 feet along the arc of a spiral which is concentric with and 75.00 foot radially distant Northerly from a 200.00 foot 10 chord spiral for a 4°00'00" curve to the right; thence South 73°04'12" West 1720.00 feet; thence North 16°55'48" West 15.00 feet; thence South 73°04'12" West 250.00 feet; thence South 16°55'48" East 15.00 feet; thence South 73°04'12" West 1325.00 feet; thence North 16°55'48" West 15.00 feet; thence South 75°20'07" West 188.88 feet along an arc of a spiral which is concentric with and 90.00 foot radially distant Northerly from a 200.00 foot ten chord spiral for a 7°00'00" curve to the right (note: tangent to said spiral at its point of beginning bears South 73°04'12" West); thence Westerly 289.27 feet along the arc of a 728.53 foot radius curve to the right; thence South 12°49'12" West 15.00 feet to a point 75.00 foot radially distant Northerly from said centerline at Engineer Station 790+00; thence Westerly 190.76 feet along the arc of a 743.53 foot radius curve to the right; (note: tangent to said curve at its point of beginning bears North 77°25'12" West); thence Northwesterly 190.76 feet along the arc of said spiral which is concentric with and 75.00 foot radially distant Northerly from a 200.00 foot 10 chord spiral for a 7°00'00" curve to the right; thence Westerly 701.25 feet along the arc of a 1357.40 foot radius curve to the right; thence North 55°28'48" West 960.00 feet to a point of tangency with a spiral to the right; thence Northwesterly 189.37 feet along the arc of said spiral which is concentric with and 75.00 foot radially distant Northeasterly for a 200.00 foot 10 chord spiral for a 8°00'00" curve to the right; thence Westerly 701.25 feet along the arc of a 1357.40 foot radius curve to the right; thence Northwesterly 201.44 feet along the arc of a 641.20 foot radius curve to the right; thence Northwesterly 189.73 feet along the arc of said spiral which is concentric with and 75.00 feet radially distant Northeasterly from a 200.00 foot ten chord spiral for a 8°00'00" curve to the right to a point of tangency with a spiral to the left; thence Northwesterly 210.29 feet along the arc of said spiral which is concentric with and 75.00 feet radially distant Northeasterly from a 200.00 foot ten chord spiral for 8°00'00" curve (note: tangent to said spiral at its point of beginning bears North 21°43'12" West); thence Northwesterly 386.23 feet along the arc of a 791.20 foot radius curve to the left; thence North 88°57'20" East 1054.09 feet to a point which lies on the East line of the Northwest Quarter of Section 35; thence North 00°24'35" East along said East line a distant of 993.69 feet to the point of beginning.

**EXHIBIT A**  
**Property owned by Tonaquint Inc.**

**\*\*All of Section 13, Township 9 North, Range 4 East of the Salt Lake Base and Meridian.**

**Less and Excepting therefrom all those certain oil, gas and mineral rights as previously reserved in that certain Warranty Deed recorded in Book Z, Page 215 and all those certain minerals severed by previously recorded deed in Book G7, Page 6 and additional records in Book K7, Page 214 and 216.**

**\*\*All of Section 16, Township 9 North, Range 4 East of the Salt Lake Base and Meridian. Less the Northeast Quarter of the Northeast Quarter of said Section.**

**Less and Excepting therefrom all those certain oil, gas and mineral rights as previously reserved in Patents recorded in Book 58, Page 421, Book 58, Page 694, Book 92, Page 215, Quit Claim recorded in Book 675, Page 282, and Quit Claim Deed recorded in Book 1342, Page 1096, all in the office of the Recorder of Cache County, Utah.**

## **EXHIBIT B**

### **GRANTEE PROPERTY**

A parcel of land for the purpose of subdividing and the development of said parcel of land, located within the W ½ of Section 13, Township 9 North, Range 4 East Salt Lake Base Meridian, the boundaries are more particularly described as follows:

Commencing at the West ¼ corner of Section 13, Township 9 North, Range 4 East, Salt Lake Base Meridian, a found 1940 USGLO brass cap, said Section corner being the Point of Beginning; thence North 00° 10' 13" West along the west line of the northwest corner of said Section 13 a distance of 820.00 feet; thence North 89° 49' 47" East a distance of 1320.00 feet; thence South 00° 10' 13" East a distance of 1320.00 feet; thence South 89° 49' 47" West a distance of 1324.92 feet to a point which lies on the west line of the southwest quarter of Section 13; thence North 00° 23' 35" East along said west line a distant of 500.02 feet to the Point of Beginning.

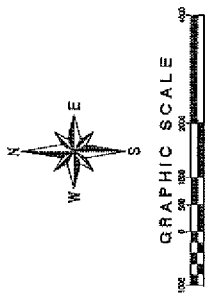
Said parcel of land contains 1,743,629 sq. ft. or 40.03 acres.

**EXHIBIT C**  
**ROADS**

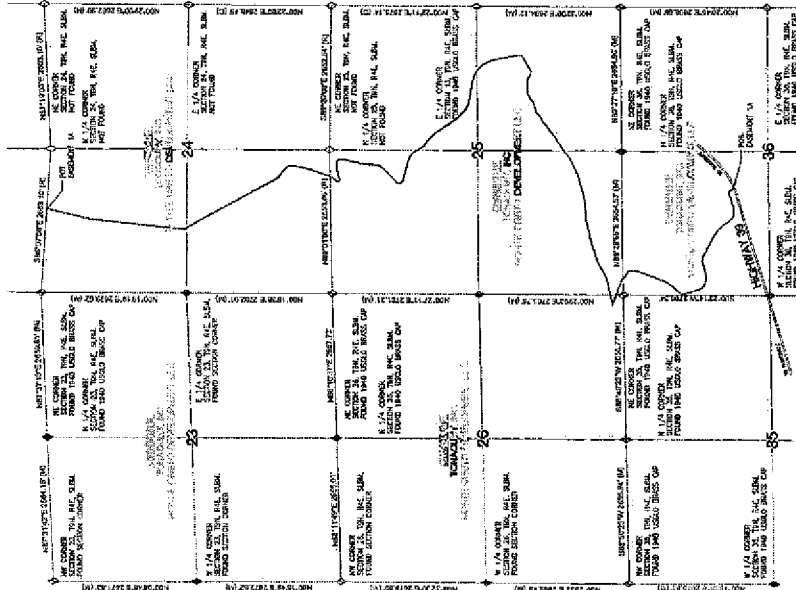


# JONATHAN K. HANSEN ACCESS EASEMENT 1A

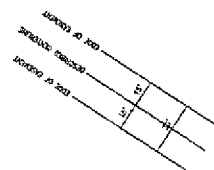
LES WITHIN SECTION 24, 25, 26 & 36  
TOWNSHIP 9 NORTH, RICH COUNTY, UTAH



- LEGEND**
- (1) FOUND SECTION CORNER
  - (2) FOUND QUARTER CORNER
  - (3) FOUND SECTION CORNER
  - (4) SET 5/8" x 24" REBAR & CAP
  - (5) MEASURED DISTANCE
  - (6) CALCULATED DISTANCE



ACCESS ROAD EASEMENT DETAIL



**EASEMENT 1A DESCRIPTION**

This plat shows the location of the easement, which is a 20-foot wide easement for an access road. The easement is located on the east side of Section 24, 25, 26, and 36, Township 9 North, Rich County, Utah. The easement is shown as a shaded area on the main plat map.

**EASEMENT 1A DEDICATION**

I, Jonathan K. Hansen, do hereby dedicate to the public the easement shown on this plat for an access road. This dedication is made for the benefit of the public and is not subject to any conditions or reservations. My heirs, assigns, and estate are forever bound by this dedication.

**ACKNOWLEDGMENT**

I, Jonathan K. Hansen, do hereby acknowledge that I have read the contents of this plat and that I understand the nature and extent of the easement shown thereon. I have signed this acknowledgment voluntarily and without any duress, fraud, or undue influence.

**VICINITY MAP**

The vicinity map shows the location of the easement within the sections 24, 25, 26, and 36. The easement is shown as a shaded area on the map.

**SURVEYORS CERTIFICATE**

This is to certify that to the best of my belief, professional knowledge, and ability, the work shown on this plat was done by me or under my direct supervision and that I am a duly Licensed Professional Surveyor in the State of Utah. I am duly Licensed Professional Surveyor No. 123456789. My commission expires on 12/31/2025.

**OWNERS DEDICATION**

I, Jonathan K. Hansen, do hereby dedicate to the public the easement shown on this plat for an access road. This dedication is made for the benefit of the public and is not subject to any conditions or reservations. My heirs, assigns, and estate are forever bound by this dedication.

**ACKNOWLEDGMENT**

I, Jonathan K. Hansen, do hereby acknowledge that I have read the contents of this plat and that I understand the nature and extent of the easement shown thereon. I have signed this acknowledgment voluntarily and without any duress, fraud, or undue influence.

**VICINITY MAP**

The vicinity map shows the location of the easement within the sections 24, 25, 26, and 36. The easement is shown as a shaded area on the map.

**JONATHAN K. HANSEN**  
ACCESS EASEMENT 1A  
TOWNSHIP 9 NORTH, RICH COUNTY, UTAH

SEAL

By: \_\_\_\_\_

Name: \_\_\_\_\_  
County: \_\_\_\_\_

Record in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

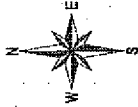
1/23/2025

CSA  
Cadastral Survey Associates  
2330 W. 1000 N., SUITE 100  
SALT LAKE CITY, UT 84119  
PHONE: 313.843.1234  
FAX: 313.843.1234  
WWW.CSASURVEY.COM

# JONATHAN K. HANSEN ACCESS EASEMENTS

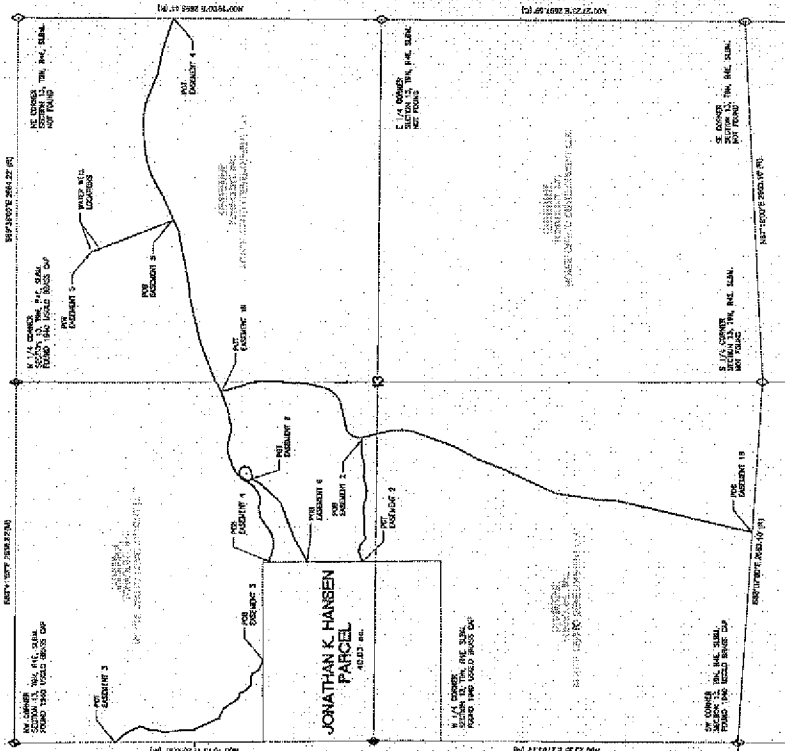
## RICH COUNTY, UTAH

TOWNSHIP 3 NORTH, RANGE 4 EAST, SALT LAKE BASE, MERIDIAN  
 RICH COUNTY, UTAH



GRAPHIC SCALE  
 0 100 200 300 400 500 FEET

- LEGEND**
- ROUND CORNER
  - SQUARE CORNER
  - NOT CORNER
  - 566' 0" x 54' 0" BEAR & CUR
  - (R) RECORDING OFFICE
  - (C) CALCULATED DISTANCE



**EASEMENT 18 DESCRIPTION**

A 10.00' wide easement, being 10.00' wide and 10.00' long, located in the SE 1/4 of Section 13, Township 3 North, Range 4 East, Salt Lake Base Meridian, Rich County, Utah, for the purpose of providing access to the parcel described in the plat of Jonathan K. Hansen, dated 10/15/2013, recorded in the County Recorder's Office, Rich County, Utah, under recording number 2013-01-001.

**EASEMENT 19 DESCRIPTION**

A 10.00' wide easement, being 10.00' wide and 10.00' long, located in the SE 1/4 of Section 13, Township 3 North, Range 4 East, Salt Lake Base Meridian, Rich County, Utah, for the purpose of providing access to the parcel described in the plat of Jonathan K. Hansen, dated 10/15/2013, recorded in the County Recorder's Office, Rich County, Utah, under recording number 2013-01-001.

**NOTE:**  
 SEE SHEET FOR ACCESS CERTIFICATE INFORMATION DATA

**SURVEYORS CERTIFICATE**

THE UNDERSIGNED, JONATHAN K. HANSEN, A PROFESSIONAL SURVEYOR, LICENSE NO. 10000, HAS PERSONALLY AND INDEPENDENTLY CONDUCTED A SURVEY OF THE PARCEL DESCRIBED IN THE ATTACHED ACCESS CERTIFICATE, AND HAS FOUND THAT THE SAME IS ACCURATELY DESCRIBED BY THE SAID ACCESS CERTIFICATE. I HAVE PERSONALLY AND INDEPENDENTLY CONDUCTED A SURVEY OF THE PARCEL DESCRIBED IN THE ATTACHED ACCESS CERTIFICATE, AND HAVE FOUND THAT THE SAME IS ACCURATELY DESCRIBED BY THE SAID ACCESS CERTIFICATE. I HAVE PERSONALLY AND INDEPENDENTLY CONDUCTED A SURVEY OF THE PARCEL DESCRIBED IN THE ATTACHED ACCESS CERTIFICATE, AND HAVE FOUND THAT THE SAME IS ACCURATELY DESCRIBED BY THE SAID ACCESS CERTIFICATE.

**EASEMENT 18 DESCRIPTION**

A 10.00' wide easement, being 10.00' wide and 10.00' long, located in the SE 1/4 of Section 13, Township 3 North, Range 4 East, Salt Lake Base Meridian, Rich County, Utah, for the purpose of providing access to the parcel described in the plat of Jonathan K. Hansen, dated 10/15/2013, recorded in the County Recorder's Office, Rich County, Utah, under recording number 2013-01-001.

**OWNERS DEDICATION**

I, JONATHAN K. HANSEN, DO HEREBY DEDICATE TO THE PUBLIC THE EASEMENTS DESCRIBED IN THE ATTACHED ACCESS CERTIFICATE, BEING 10.00' WIDE AND 10.00' LONG, LOCATED IN THE SE 1/4 OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 4 EAST, SALT LAKE BASE MERIDIAN, RICH COUNTY, UTAH, FOR THE PURPOSE OF PROVIDING ACCESS TO THE PARCEL DESCRIBED IN THE SAID ACCESS CERTIFICATE.

**ACKNOWLEDGMENT**

I, JONATHAN K. HANSEN, DO HEREBY ACKNOWLEDGE THAT I HAVE PERSONALLY AND INDEPENDENTLY CONDUCTED A SURVEY OF THE PARCEL DESCRIBED IN THE ATTACHED ACCESS CERTIFICATE, AND HAVE FOUND THAT THE SAME IS ACCURATELY DESCRIBED BY THE SAID ACCESS CERTIFICATE.

**JONATHAN K. HANSEN**  
 ACCESS EASEMENTS  
 TOWNSHIP 3 NORTH, RANGE 4 EAST, SALT LAKE BASE MERIDIAN  
 RICH COUNTY, UTAH

**CSA**  
 COUNTY SURVEYORS ASSOCIATION  
 2000 W. 1000 N.  
 RICH COUNTY, UTAH 84301

**COUNTY RECORDERS NO.**

2013-01-001

**JONATHAN K. HANSEN**  
 ACCESS EASEMENTS  
 TOWNSHIP 3 NORTH, RANGE 4 EAST, SALT LAKE BASE MERIDIAN  
 RICH COUNTY, UTAH

**JONATHAN K. HANSEN**  
 ACCESS EASEMENTS  
 TOWNSHIP 3 NORTH, RANGE 4 EAST, SALT LAKE BASE MERIDIAN  
 RICH COUNTY, UTAH

**JONATHAN K. HANSEN**  
 ACCESS EASEMENTS  
 TOWNSHIP 3 NORTH, RANGE 4 EAST, SALT LAKE BASE MERIDIAN  
 RICH COUNTY, UTAH

**JONATHAN K. HANSEN**  
 ACCESS EASEMENTS  
 TOWNSHIP 3 NORTH, RANGE 4 EAST, SALT LAKE BASE MERIDIAN  
 RICH COUNTY, UTAH



## EXHIBIT D

### EASEMENT LEGAL DESCRIPTIONS

#### EASEMENT 1A

A 30.00' wide easement, being 15.00' left and right of described centerline, for ingress and egress purposes, located within Section 24, 25, 26 & 36, Township 9 North, Range 4 East Salt Lake Base Meridian, said centerline being more particularly described as follows:

Commencing at the West 1/4 corner of Section 36, T 9 N, R 4 E S.L.B.M, a found 3.25" cap on #6 rebar, running thence North 71° 19' 13" East a distance of 2088.26' more or less to a point which lies on the northerly right-of-way line of State Highway 39, also being the Point of Beginning;

thence North 25° 13' 52" West a distance of 48.30' to a curve to the left; thence along 70.00' radius curve a distance of 102.63' (delta = 84° 00' 27", tangent = 63.04, chord = North 67° 14' 06" West a distance of 93.69'); thence South 70° 45' 41" West a distance of 224.72'; thence South 85° 59' 56" West a distance of 131.70' to a curve to the right; thence along 150.00' radius curve a distance of 146.92' (delta = 56° 07' 11", tangent = 79.96, chord = North 65° 56' 29" West a distance of 141.12'); thence North 37° 52' 53" West a distance of 164.59' to a curve to the left; thence along 700.00' radius curve a distance of 288.98' (delta = 23° 39' 12", tangent = 146.58, chord = North 49° 42' 29" West a distance of 286.93'); thence North 61° 32' 05" West a distance of 375.88' to a curve to the left; thence along 200.00' radius curve a distance of 151.09' (delta = 43° 17' 07", tangent = 79.36, chord = North 83° 10' 38" West a distance of 147.53'); thence South 75° 10' 48" West a distance of 204.14'; thence South 87° 03' 05" West a distance of 91.07' to a curve to the right; thence along 210.00' radius curve a distance of 285.55' (delta = 77° 54' 29", tangent = 169.78, chord = North 53° 59' 41" West a distance of 264.05'); thence North 15° 02' 26" West a distance of 236.35' to a curve to the right; thence along 120.00' radius curve a distance of 117.09' (delta = 55° 54' 24", tangent = 63.68, chord = North 12° 54' 46" East a distance of 112.50'); thence North 40° 51' 58" East a distance of 176.89' to a curve to the left; thence along 600.00' radius curve a distance of 204.13' (delta = 19° 29' 34", tangent = 103.06, chord = North 31° 07' 11" East a distance of 203.15'); thence North 21° 22' 24" East a distance of 444.96'; thence North 10° 21' 48" East a distance of 143.95' to a curve to the left; thence along 80.00' radius curve a distance of 88.81' (delta = 63° 36' 08", tangent = 49.60, chord = North 21° 26' 16" West a distance of 84.32'); thence North 53° 14' 20" West a distance of 179.74'; thence North 68° 02' 53" West a distance of 285.36'; thence North 78° 45' 33" West a distance of 44.82'; thence North 69° 02' 09" West a distance of 156.11'; thence North 75° 59' 30" East a distance of 495.90'; thence North 63° 24' 56" East a distance of 156.44'; thence North 59° 44' 12" East a distance of 176.68'; thence North 72° 31' 08" East a distance of 394.42'; thence North 77° 23' 12" East a distance of 448.15'; thence North 88° 04' 23" East a distance of 205.70'; thence North 81° 24' 49" East a distance of 228.53'; thence North 72° 55' 04" East a distance of 402.56'; thence North 62° 00' 43" East a distance of 317.85'; thence North 49° 43' 39" East a distance of 158.68'; thence North 57° 09' 36" East a distance of 423.66'; thence North 49° 52' 33" East a distance of 294.84'; thence North 62° 41' 05" East a distance of 98.41'; thence North 51° 07' 20" East a distance of 115.50'; thence North 72° 23'

55° East a distance of 185.05'; thence North 54° 51' 34" East a distance of 123.93' to a curve to the right; thence along 200.00' radius curve a distance of 123.97' (delta = 35° 30' 51", tangent = 64.05, chord = North 72° 37' 00" East a distance of 121.99'); thence South 89° 37' 35" East a distance of 173.89' to a curve to the right; thence along 100.00' radius curve a distance of 62.58' (delta = 35° 51' 28", tangent = 32.35, chord = South 71° 41' 51" East a distance of 61.57'); thence South 53° 46' 07" East a distance of 47.57' to a curve to the left; thence along 100.00' radius curve a distance of 118.12' (delta = 67° 40' 40", tangent = 67.04, chord = South 87° 36' 27" East a distance of 111.37'); thence North 58° 33' 13" East a distance of 277.79' to a curve to the left; thence along 60.00' radius curve a distance of 72.49' (delta = 69° 13' 21", tangent = 41.41, chord = North 23° 56' 33" East a distance of 68.16'); thence North 10° 40' 08" East a distance of 470.03' to a curve to the left; thence along 515.00' radius curve a distance of 631.03' (delta = 70° 12' 15", tangent = 361.98, chord = North 45° 46' 16" West a distance of 592.29'); thence North 80° 52' 23" West a distance of 344.12' to a curve to the right; thence along 300.00' radius curve a distance of 192.02' (delta = 36° 40' 24", tangent = 99.43, chord = North 62° 32' 11" West a distance of 188.76'); thence North 44° 11' 59" West a distance of 236.25'; thence North 34° 11' 05" West a distance of 380.17'; thence North 40° 48' 02" West a distance of 197.56'; thence North 51° 39' 25" West a distance of 186.76'; thence North 31° 32' 15" West a distance of 179.15' to a curve to the left; thence along 300.00' radius curve a distance of 228.88' (delta = 43° 42' 43", tangent = 120.33, chord = North 53° 23' 37" West a distance of 223.36'); thence North 75° 14' 58" West a distance of 364.79' to a curve to the left; thence along 70.00' radius curve a distance of 147.91' (delta = 121° 03' 44", tangent = 123.88, chord = North 14° 43' 06" West a distance of 121.89'); thence North 45° 48' 46" East a distance of 351.79' to a curve to the left; thence along 200.00' radius curve a distance of 142.34' (delta = 40° 46' 37", tangent = 74.33, chord = North 25° 25' 27" East a distance of 139.35'); thence North 05° 02' 09" East a distance of 255.84'; thence North 13° 10' 18" East a distance of 390.07' to a curve to the left; thence along 80.00' radius curve a distance of 146.54' (delta = 104° 56' 58", tangent = 104.16, chord = North 39° 18' 11" West a distance of 126.89'); thence South 88° 13' 20" West a distance of 94.78'; thence South 74° 55' 22" West a distance of 199.02' to a curve to the right; thence along 35.00' radius curve a distance of 88.33' (delta = 144° 36' 09", tangent = 109.68, chord = North 32° 46' 33" West a distance of 66.69'); thence North 39° 31' 31" East a distance of 56.58'; thence North 30° 27' 15" East a distance of 122.99'; thence North 19° 39' 34" East a distance of 325.89'; thence North 14° 44' 44" East a distance of 186.01'; thence North 09° 53' 24" East a distance of 150.63' to a curve to the left; thence along 200.00' radius curve a distance of 221.74' (delta = 63° 31' 27", tangent = 123.82, chord = North 21° 52' 19" West a distance of 210.56'); thence North 53° 38' 03" West a distance of 176.09'; thence North 28° 15' 04" West a distance of 1606.12'; thence North 29° 33' 57" West a distance of 379.77'; thence North 06° 19' 21" East a distance of 1747.10'; thence North 13° 20' 20" East a distance of 836.08' to a point on the north line of the northwest quarter of Section 24, also being the Point of Terminus. Said Point of Terminus lies South 86° 07' 00" East a distance of 1550.55' from the Northwest corner of Section 24, T 9 N, R 4 E S.L.B.M, a found original stone.

Said easement contains 612,985 sq. ft. or 14.07 acres.

Easements for ingress and egress on all existing roads and trails on the subject parcels, as well as easements for ingress and egress on all future common roads, trails, parks, ponds and common areas which may be developed or built on the subject parcels.

## EASEMENT 1B

A 30.00' wide easement, being 15.00' left and right of described centerline, for ingress and egress purposes, located within Section 13, Township 9 North, Range 4 East Salt Lake Base Meridian, said centerline being more particularly described as follows:

Commencing at the Southwest corner of Section 13, T 9 N, R 4 E S.L.B.M, a found original stone, running thence South  $86^{\circ} 07' 00''$  East a distance of 1550.55' to the Point of Beginning;

thence North  $13^{\circ} 20' 20''$  East a distance of 1026.07'; thence North  $02^{\circ} 20' 42''$  East a distance of 157.51'; thence North  $09^{\circ} 12' 53''$  East a distance of 321.21'; thence North  $24^{\circ} 46' 28''$  East a distance of 424.06'; thence North  $21^{\circ} 32' 46''$  East a distance of 202.49'; thence North  $28^{\circ} 55' 04''$  East a distance of 188.76'; thence North  $20^{\circ} 10' 32''$  East a distance of 288.10' to a curve to the left; thence along 400.00' radius curve a distance of 234.29' (delta =  $33^{\circ} 33' 32''$ , tangent = 120.61, chord = North  $03^{\circ} 23' 46''$  East a distance of 230.95'); thence North  $13^{\circ} 23' 00''$  West a distance of 184.48' to a curve to the right; thence along 100.00' radius curve a distance of 159.37' (delta =  $91^{\circ} 18' 47''$ , tangent = 102.32, chord = North  $32^{\circ} 16' 24''$  East a distance of 143.03'); thence North  $77^{\circ} 55' 47''$  East a distance of 158.11' to a curve to the left; thence along 180.00' radius curve a distance of 203.30' (delta =  $64^{\circ} 42' 49''$ , tangent = 114.04, chord = North  $45^{\circ} 34' 23''$  East a distance of 192.67'); thence North  $13^{\circ} 12' 58''$  East a distance of 136.39'; thence North  $03^{\circ} 43' 23''$  East a distance of 274.74' to a curve to the left; thence along 400.00' radius curve a distance of 145.12' (delta =  $20^{\circ} 47' 12''$ , tangent = 73.37, chord = North  $06^{\circ} 40' 13''$  West a distance of 144.33'); thence North  $17^{\circ} 03' 49''$  West a distance of 120.99'; thence North  $12^{\circ} 30' 00''$  West a distance of 72.37'; thence North  $23^{\circ} 41' 24''$  East a distance of 16.06' to the Point of Terminus. Said Point of Terminus lies North  $66^{\circ} 34' 29''$  East a distance of 2825.77' from the West 1/4 corner of Section 13, T 9 N, R 4 E S.L.B.M, a found 1940 USGLO brass cap.

Said easement contains 129,242 sq. ft. or 2.97 acres.

Easements for ingress and egress on all existing roads and trails on the subject parcels, as well as easements for ingress and egress on all future common roads, trails, parks, ponds and common areas which may be developed or built on the subject parcels.

## EASEMENT 2

A 30.00' wide easement, being 15.00' left and right of described centerline, for ingress and egress purposes, located within Section 13, Township 9 North, Range 4 East Salt Lake Base Meridian, said centerline being more particularly described as follows:

Commencing at the Southwest corner of Section 13, T 9 N, R 4 E S.L.B.M, a found original stone, running thence North  $38^{\circ} 44' 15''$  East a distance of 3578.29' to the Point of Beginning;

thence North  $88^{\circ} 37' 41''$  West a distance of 95.26'; thence South  $77^{\circ} 51' 36''$  West a distance of 98.90'; thence North  $87^{\circ} 57' 51''$  West a distance of 88.82'; thence South  $76^{\circ} 54' 55''$  West a

distance of 98.73'; thence North 83° 50' 11" West a distance of 53.56'; thence North 70° 13' 34" West a distance of 46.94'; thence North 85° 57' 24" West a distance of 59.86'; thence South 79° 28' 07" West a distance of 47.32'; thence North 87° 40' 46" West a distance of 85.43'; thence South 82° 58' 17" West a distance of 68.34'; thence North 52° 23' 57" West a distance of 72.08'; thence North 83° 55' 07" West a distance of 41.31'; thence South 67° 39' 40" West a distance of 74.53' to the Point of Terminus. Said Point of Terminus lies North 86° 26' 26" East a distance of 1322.31' from the West 1/4 corner of Section 13, T 9 N, R 4 E S.L.B.M, a found 1940 USGLO brass cap.

Said easement contains 27,932 sq. ft. or 0.64 acres.

Easements for ingress and egress on all existing roads and trails on the subject parcels, as well as easements for ingress and egress on all future common roads, trails, parks, ponds and common areas which may be developed or built on the subject parcels.

### EASEMENT 3

A 30.00' wide easement, being 15.00' left and right of described centerline, for ingress and egress purposes, located within Section 13, Township 9 North, Range 4 East Salt Lake Base Meridian, said centerline being more particularly described as follows:

Commencing at the Southwest corner of Section 13, T 9 N, R 4 E S.L.B.M, a found original stone, running thence North 09° 51' 51" East a distance of 3578.32' to the Point of Beginning;

thence North 67° 35' 14" West a distance of 73.13'; thence North 29° 03' 09" West a distance of 60.74'; thence North 76° 24' 07" West a distance of 30.17'; thence North 89° 18' 55" West a distance of 56.92'; thence North 43° 48' 34" West a distance of 61.51'; thence North 20° 52' 57" West a distance of 46.73'; thence South 88° 52' 38" West a distance of 22.94'; thence North 58° 51' 41" West a distance of 22.02'; thence North 32° 15' 27" West a distance of 128.31'; thence North 65° 46' 39" West a distance of 82.96'; thence North 01° 17' 32" West a distance of 17.23'; thence North 24° 45' 19" West a distance of 191.96'; thence North 01° 08' 45" West a distance of 75.53'; thence North 06° 23' 57" West a distance of 143.25'; thence North 15° 41' 08" East a distance of 72.48'; thence North 00° 51' 33" East a distance of 50.18'; thence North 26° 51' 37" East a distance of 59.19'; thence North 26° 22' 07" West a distance of 129.08'; thence North 40° 41' 32" West a distance of 96.93' to the Point of Terminus. Said Point of Terminus lies North 00° 10' 13" West a distance of 1923.37' from the West 1/4 corner of Section 13, T 9 N, R 4 E S.L.B.M, a found 1940 USGLO brass cap.

Said easement contains 42,637 sq. ft. or 0.98 acres.

Easements for ingress and egress on all existing roads and trails on the subject parcels, as well as easements for ingress and egress on all future common roads, trails, parks, ponds and common areas which may be developed or built on the subject parcels.

### EASEMENT 4

A 30.00' wide easement, being 15.00' left and right of described centerline, for ingress and egress purposes, located within Section 13, Township 9 North, Range 4 East Salt Lake Base Meridian, said centerline being more particularly described as follows:

Commencing at the Southwest corner of Section 13, T 9 N, R 4 E S.L.B.M, a found original stone, running thence North 21° 04' 15" East a distance of 3716.83' to the Point of Beginning;

thence North 63° 01' 09" East a distance of 22.22'; thence South 67° 35' 37" East a distance of 44.09' to a curve to the left; thence along 190.00' radius curve a distance of 191.66' (delta = 57° 47' 43", tangent = 104.87, chord = North 83° 30' 31" East a distance of 183.63'); thence North 54° 36' 40" East a distance of 114.70'; thence North 84° 12' 42" East a distance of 67.03'; thence South 83° 59' 47" East a distance of 72.20'; thence North 65° 47' 09" East a distance of 46.45' to a curve to the left; thence along 160.00' radius curve a distance of 109.91' (delta = 39° 21' 29", tangent = 57.22, chord = North 46° 06' 24" East a distance of 107.76'); thence North 26° 25' 40" East a distance of 18.12' to a curve to the right; thence along 180.00' radius curve a distance of 132.16' (delta = 42° 04' 04", tangent = 69.22, chord = North 47° 27' 42" East a distance of 129.21'); thence North 68° 29' 44" East a distance of 85.56' to a curve to the right; thence along 180.00' radius curve a distance of 111.36' (delta = 35° 26' 44", tangent = 57.52, chord = North 86° 13' 06" East a distance of 109.59'); thence South 76° 03' 32" East a distance of 100.33'; thence North 79° 17' 24" East a distance of 152.12'; thence North 68° 38' 42" East a distance of 160.59'; thence North 56° 31' 24" East a distance of 72.75'; thence North 69° 16' 49" East a distance of 301.76'; thence North 77° 10' 50" East a distance of 326.78'; thence North 85° 05' 45" East a distance of 108.44'; thence North 78° 41' 31" East a distance of 400.60'; thence North 65° 19' 30" East a distance of 283.89'; thence North 60° 37' 56" East a distance of 91.16' to a curve to the right; thence along 700.00' radius curve a distance of 324.98' (delta = 26° 35' 59", tangent = 165.47, chord = North 73° 55' 56" East a distance of 322.06'); thence North 87° 13' 55" East a distance of 131.62' to a curve to the right; thence along 500.00' radius curve a distance of 217.67' (delta = 24° 56' 34", tangent = 110.59, chord = South 80° 17' 48" East a distance of 215.95'); thence South 67° 49' 31" East a distance of 173.92'; thence South 77° 21' 58" East a distance of 200.72'; thence South 70° 29' 18" East a distance of 230.62' to the Point of Terminus. Said Point of Terminus lies North 74° 25' 18" East a distance of 5532.58' from the West 1/4 corner of Section 13, T 9 N, R 4 E S.L.B.M, a found 1940 USGLO brass cap.

Said easement contains 128,801 sq. ft. or 2.96 acres.

#### EASEMENT 5

A 30.00' wide easement, being 15.00' left and right of described centerline, for ingress and egress purposes, located within Section 13, Township 9 North, Range 4 East Salt Lake Base Meridian, said centerline being more particularly described as follows:

Commencing at the Southwest corner of Section 13, T 9 N, R 4 E S.L.B.M, a found original stone, running thence North 42° 30' 38" East a distance of 5700.64' to the Point of Beginning;



thence North 20° 52' 32" West a distance of 639.59' to the Point of Terminus. Said Point of Terminus lies North 59° 49' 40" East a distance of 4170.67' from the West 1/4 corner of Section 13, T 9 N, R 4 E S.L.B.M, a found 1940 USGLO brass cap.

Said easement contains 19,188 sq. ft. or 0.44 acres.

Easements for ingress and egress on all existing roads and trails on the subject parcels, as well as easements for ingress and egress on all future common roads, trails, parks, ponds and common areas which may be developed or built on the subject parcels.

#### EASEMENT 6

A 30.00' wide easement, being 15.00' left and right of described centerline, for ingress and egress purposes, located within Section 13, Township 9 North, Range 4 East Salt Lake Base Meridian, said centerline being more particularly described as follows:

Commencing at the Southwest corner of Section 13, T 9 N, R 4 E S.L.B.M, a found original stone, running thence North 22° 40' 38" East a distance of 3468.09' to the Point of Beginning;

thence North 68° 28' 48" East a distance of 27.11'; North 61° 27' 32" East a distance of 171.28'; North 68° 48' 30" East a distance of 280.78'; North 43° 13' 11" East a distance of 215.03'; North 24° 47' 22" East a distance of 70.22' to the Point of Terminus. Said Point of Terminus lies North 64° 47' 08" East a distance of 2136.24' from the West 1/4 corner of Section 13, T 9 N, R 4 E S.L.B.M, a found 1940 USGLO brass cap.

Said easement contains 22,933 sq. ft. or 0.53 acres.

Easements for ingress and egress on all existing roads and trails on the subject parcels, as well as easements for ingress and egress on all future common roads, trails, parks, ponds and common areas which may be developed or built on the subject parcels.