

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (this "Agreement"), dated effective the 24th day of June, 2016, is by and among Tonaquint, Inc., a Utah corporation ("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 Grantor pursuant to a Real Estate Purchase Agreement between Grantee and Grantor 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 a utility easement across the Grantor Property in the location described on Exhibit C (the "Easement Area") 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 One Hundred Dollars (\$100.00) 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. **Easement.** Subject to the terms and conditions of this Agreement, Grantor does hereby grant, convey, transfer and assign to Grantee, as the holder of the fee interest in the Grantee Property, a non-exclusive easement (the "Easement") over, under, upon and across the Easement Area for the purpose of installing, laying, constructing, maintaining, using, operating, accessing, repairing, trenching for, upgrading, and replacing the components of underground water, sewer, and all other utility lines and systems running to and from the Grantee Property, including without limitation connecting to Grantor's water wells as depicted on Exhibit D hereto, constructing a water line from the Grantee Property to such wells, maintaining such water line, and connecting to all existing components of such other utility lines and systems located within the Easement Area. Such Easement shall include the right of Grantee to access the Easement Area through the Grantor Property, including ingress and egress through and across the Easement Area, and to cut and clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction and use of the Easement, including without limitation a water line over the Easement Area, provided that prior to commencing any work on the Easement Area, Grantee shall provide Grantor with a copy of any plans with respect thereto and any such work shall be subject to Grantor's approval, which shall not be unreasonable withheld

or delayed, and provided further that, in the absence of any objection to such plans by Grantor within 30 days of receipt of a copy thereof, Grantor shall be deemed to have approved such work as described in such plans. Furthermore, the Easement shall include, and Grantor hereby conveys, assigns, and transfers to Grantee, the right to allow storm drainage to run off of the Grantee Property onto the Grantor Property, provided the rate and volume of such runoff after a storm does not materially exceed what the rate and volume of runoff as of the date of this Agreement under similar weather conditions. Grantor reserves the right for itself and others to use the Easement Area as it determines appropriate, consistent with the Easement granted herein to Grantee. Grantor's right to use the Easement Area shall include the right to grade and/or pave the surface of the Easement Area. Grantee shall be responsible for restoring the surface of the Easement Area to its condition prior to any work performed on Grantee's behalf in connection with installing any pipes or lines or in the event Grantee requires access to the Easement Area in order to make repairs to any utility lines servicing the Grantee Property. Grantee shall use the Easement with due regard to the rights of others and their use of the Easement Area.

2. Duration. The Easement and each covenant and restriction set forth in this Agreement shall be perpetual, provided that the rights granted herein shall terminate as to any sewer, water or other lines at such time as public sewer, water or other utility become available within one-half mile of the Grantee Property.

3. Maintenance. Grantor, as the owner of the Grantor Property, including the Easement Area, shall retain the primary responsibility of maintaining the Easement Area in a good and safe condition, and hereby agrees to do so. 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.

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

5. Right to Relocate. Grantor shall have the right, at its expense, to relocate this Easement and any utility lines subject hereto at Grantors' expense, so long as (i) the relocated utility lines provide substantially similar service to the areas served by the lines being relocated prior to such relocation, (ii) during the construction of the relocated line Grantee's use of the existing line is not materially and unreasonably interrupted and (iii) Grantor executes and records an amendment to this Agreement evidencing any changes in location of such utility line and changes to the Easement Area resulting therefrom.

6. 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, provided that the rights granted herein shall terminate as to any sewer, water and other utility lines at such time as public sewer, water or other utility line become available within one half mile of the Grantee Property. 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.

7. 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.

8. Indemnification: Insurance. Grantee hereby agrees to 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 Easement, or work on the Grantor Property carried out, by Grantee. During and until completion of any work by Grantee or its agents on the Grantor Property, Grantee shall obtain and maintain with respect to such work 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. Such insurance shall be with a company reasonably acceptable to Grantor, shall name Grantor as an additional insured and shall provide that the coverage may not be cancelled, terminated or modified without giving Grantor at least 30 days' prior notice. Grantee shall provide Grantor with evidence of such insurance prior to commencing any work on the Grantor Property.

9. 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 nay 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.

10. Work Standards. Any activity or work to be performed by Grantee or its agents on the Grantor Property under this Agreement shall be in accordance with the plans approved by the applicable governmental authorities and shall be completed in a careful and workmanlike manner. All such work or activity shall be diligently prosecuted and administered from start to finish by Grantee to minimize the inconvenience to Grantor. Upon completion of any work performed by Grantee or its agents on the Grantor Property, Grantee shall remove all debris and restore the Grantor Property as nearly as reasonably possible to the condition it was in at the commencement of such work.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Recordation. This Agreement shall be recorded promptly following the closing of the transactions contemplated 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.

18. 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

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

Chicago, Illinois 60601

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 Utility Easement Agreement effective as of the date first above written.

GRANTOR:

GRANTEE:

TONAQUINT, INC

By: _____

John M. Fife, President

Jonathan K. Hansen, an individual

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.

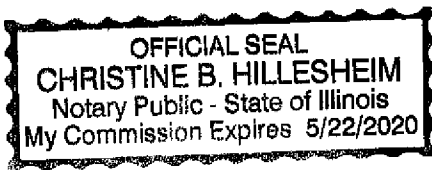


Christine B. Hillesheim
Notary Public

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 Jonathan K. Hansen, an individual, the party 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 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 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.

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 into, 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

EASEMENT AREA

EASEMENT 2 [NTD: I WILL NEED EASEMENT 2 IF I FOLLOW THE ROAD]

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 $83^{\circ} 50' 11''$ West a distance of 53.56'; thence North $70^{\circ} 13' 34''$ West a distance of 46.94'; thence North $85^{\circ} 57' 24''$ West a distance of 59.86'; thence South $79^{\circ} 28' 07''$ West a distance of 47.32'; thence North $87^{\circ} 40' 46''$ West a distance of 85.43'; thence South $82^{\circ} 58' 17''$ West a distance of 68.34'; thence North $52^{\circ} 23' 57''$ West a distance of 72.08'; thence North $83^{\circ} 55' 07''$ West a distance of 41.31'; thence South $67^{\circ} 39' 40''$ West a distance of 74.53' to the Point of Terminus. Said Point of Terminus lies North $86^{\circ} 26' 26''$ 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 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 $21^{\circ} 04' 15''$ East a distance of 3716.83' to the Point of Beginning;

thence North $63^{\circ} 01' 09''$ East a distance of 22.22'; thence South $67^{\circ} 35' 37''$ East a distance of 44.09' to a curve to the left; thence along 190.00' radius curve a distance of 191.66' ($\Delta = 57^{\circ} 47' 43''$, tangent = 104.87, chord = North $83^{\circ} 30' 31''$ East a distance of 183.63'); thence North $54^{\circ} 36' 40''$ East a distance of 114.70'; thence North $84^{\circ} 12' 42''$ East a distance of 67.03'; thence South $83^{\circ} 59' 47''$ East a distance of 72.20'; thence North $65^{\circ} 47' 09''$ 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 [NTD: I NEED EASEMENT 6 BECAUSE OF THE TOPOGRAPHY OF
EASEMENT 4, WHICH GETS VERY STEEP AND HAS MANY TREES ON IT AT THE
TOP]

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.

EXHIBIT D
WATER WELLS

Approximate legal description for The North Well:

South 535 feet, East 975 feet from the North Quarter (N4) Corner of Section 13, Township 9 North, Range 4 East, Salt Lake Base and Meridian (SLB&M).

Approximate legal description The Test Well:

South 605 feet, East 975 feet from the North Quarter (N4) Corner of Section 13, Township 9 North, Range 4 East, Salt Lake Base and Meridian (SLB&M).

Location of the Wells depicted on the map attached for reference purposes.

