

When recorded return to:

Nathan K. Fisher  
Fisher & Hunter, LLC  
444 East Tabernacle Suite B-201  
St. George Utah 84770

Tax ID:

B-1103-0001-0003  
B-1103-0090-0000  
B-1103-0109-0000  
B-1103-0005-0014

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (the "Agreement"), is made as of the 20 day of JULY, 2023, by and among LA Creek, L.L.C., a Utah limited liability company (hereinafter "LA Creek, L.L.C."), Domino IV, LLC, (hereinafter "Domino"), and Southwest Behavioral Health Center a Utah governmental entity (hereinafter "Southwest"). LA Creek, L.L.C., Domino, and Southwest are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

This Agreement is made in contemplation of the following facts and circumstances:

**RECITALS**

A. LA Creek, L.L.C. is or will soon be the owner of certain real property located in Cedar City, Utah which is generally illustrated as the "LA CREEK PARCEL" on Exhibit A, attached hereto and incorporated herein by this reference (the "LA Creek Parcel");

B. Domino is or will soon be the owner of certain real property located in Cedar City, Utah which is generally illustrated as the "BRISTLECONE TOWNHOMES PARCEL" on Exhibit A, (the "Domino Parcel");

C. Southwest is the owner of certain real property located in Cedar City, Utah which is generally illustrated as the "SOUTHWEST PARCEL" on Exhibit A, (the "Southwest Parcel");

D. LA Creek, L.L.C. intends to construct some type of high-density residential projects on the LA Creek Parcel, including, by way of illustration only, multifamily apartments, student housing, along with some commercial projects, or any other use;

E. Domino intends to construct residential townhomes on the Domino Parcel;

F. Southwest has constructed an office building on the Southwest Parcel;

G. To facilitate the development of the Domino Parcel and the LA Creek Parcel, the Parties desire to enter into this Easement Agreement;

H. The burdens of this Agreement are being imposed by the Parties upon the LA Creek Parcel and the Domino Parcel for the benefit of the LA Creek Parcel, the Domino Parcel and the Southwest Parcel;

I. The Parties consent to all terms and conditions of this Agreement.

J. The Parties desire to establish terms, conditions, and easements upon the LA Creek Parcel, the Southwest Parcel, and the Domino Parcel, for the purpose of establishing the flow of vehicular traffic to and from 225 East, and for the purpose of installing and maintaining a water line;

K. The LA Creek Parcel, the Domino Parcel, and the Southwest Parcel are collectively referred to as the "Property."

## AGREEMENT

NOW THEREFORE, in consideration of the above recitals, the mutual covenants, promises and obligations hereinafter set forth, and for other good and valuable consideration, the Parties agree as follows:

1. Terms/Covenants Run with the Land. The LA Creek Parcel, the Domino Parcel, and the Southwest Parcel shall be held, sold, conveyed, transferred, leased, used and occupied subject to the terms and covenants set forth herein and which shall run with the land that is the LA Creek Parcel, the Domino Parcel, and the Southwest Parcel and all portions thereof and shall be binding upon the Parties and all parties having or acquiring any right, title or interest in and to all or any portion of the Southwest Parcel, the LA Creek Parcel or the Domino Parcel, and the respective heirs, successors and assigns of such parties.

2. Adoption of Recitals. The Parties hereby incorporate the Recitals as though fully set forth herein.

3. Non-exclusive Access Easements.

a. Domino, as to the Domino Parcel, hereby creates, grants and conveys to LA Creek, L.L.C. and Southwest and their successors, assigns, tenants, contractors, subcontractors, suppliers, employees, agents, customers, occupants, permittees, licensees, invitees, and guests the following easement on and affecting the Domino Parcel, which easement shall be appurtenant to and for the benefit of the LA Creek Parcel and the Southwest Parcel: a perpetual, non-exclusive easement for ingress and egress by vehicular traffic upon, over and across the internal road illustrated and more particularly described in Exhibit B, (the "Bristlecone Road"), which provides access to the public road known as 225 East. The Parties acknowledge and agree that the exact location of the Bristlecone Road will materially comply with but may vary slightly from that illustrated and

described in Exhibit B based upon the conditions of the Domino Parcel, the development thereof, governmental conditions and requirements, development considerations, and such other like matters provided however that Domino covenants and agrees that the modified location will provide convenient access to 225 East for both the LA Creek Parcel and the Southwest Parcel and that the work to complete the modification will be conducted in a manner to minimize disruption to vehicular traffic, shall not exceed a reasonable period of time, and shall otherwise be exercised in a reasonable manner.

b. LA Creek, L.L.C., as to the LA Creek Parcel, hereby creates, grants and conveys to Southwest and its successors, assigns, tenants, contractors, employees, agents, customers, occupants, permittees, licensees, invitees, and guests the following easement on and affecting the LA Creek Parcel, which easement shall be appurtenant to and for the benefit of the Southwest Parcel: a permanent, non-exclusive easement for ingress and egress by vehicular traffic upon, over and across the internal road illustrated and more particularly described in Exhibit C, which will provide access to and from the Bristlecone Road and the Southwest Property immediately adjacent thereto (the "Southwest Road"). The Parties acknowledge and agree that the exact location of the actual Southwest Road will materially comply with but may vary from that illustrated and described in Exhibit C based upon the conditions of the LA Creek Parcel, governmental conditions and requirements, development considerations, and such other like matters.

c. The Bristlecone Road and the Southwest Road are collectively referred to herein as the "Roads".

d. The Bristlecone Road is appurtenant to the LA Creek Parcel and the Southwest Parcel. The Southwest Road is appurtenant to the Southwest Parcel. The foregoing easements are for the purpose of providing ingress, egress, and access for vehicular traffic over, upon and across the Roads to and from 225 East as set forth above. The location of the Southwest Road is subject to change at the discretion of LA Creek, L.L.C. to facilitate the development of the LA Creek Parcel.

e. LA Creek and Domino may make minor adjustments to the location of the easements so long as the adjustment shall be conducted in a manner to minimize disruption to vehicular traffic, shall not exceed a reasonable period of time, and shall otherwise be exercised in a reasonable manner.

f. The foregoing easements apply only to vehicular traffic and not to parking or pedestrian traffic. There shall be no cross-parking easement or pedestrian easement.

4. Water Line Easement. LA Creek, L.L.C. hereby creates, grants and conveys to Domino and its successors and assigns, the following easement on and affecting the LA Creek Parcel, which easement shall be appurtenant to and for the benefit of the Domino Parcel: A perpetual, non-exclusive easement under the 10 feet immediately west of the eastern property line of the LA Creek Parcel beginning at a point where the southeast corner of the LA Creek Parcel adjoins 680 South Street and continuing north along the eastern boundary of the LA Creek Parcel until it intersects with the Domino Parcel (the

“Ten Foot Strip”), as described and depicted on Exhibit D, which easement shall be for the location of a water line no larger than 10 inches in diameter (the “Water Line”) located in the middle of the Ten Foot Strip at a depth of 5 feet below the elevation of the parking lot on the LA Creek Parcel as generally depicted on Exhibit D, which will provide water to the Domino Parcel (the “Domino Water Line Easement”). (The reference to Exhibit D and the water line illustrated therein is to demonstrate the general location of the water line in relation to the property line. Whether Exhibit D is drawn to scale or not, the Exhibit shall not be construed to alter the size and location of the Domino Water Line Easement which is restricted to the Ten Foot Strip.) Domino covenants and agrees that the Water Line shall be installed at a depth of 5 feet below the current elevation of the LA Creek parking lot nearest the Ten Foot Strip. If Domino is required to connect to the existing city line at a location that is not within the natural extension of the Ten Foot Strip, Domino will connect to the line where required and extend the line within the city right of way to the Ten Foot Strip. Moreover, there is hereby reserved and established for the benefit of the Domino Parcel a nonexclusive easement to the full extent necessary therefore, to enter upon the Ten Foot Strip, to install, repair, replace and generally maintain said Water Line as and when the same may be necessary, provided that the work will be conducted in a manner to minimize disruption to vehicular traffic and parking, shall not exceed a reasonable period of time, shall otherwise be exercised in a reasonable manner and thereafter the owner of the Domino Parcel shall promptly repair any damage to the LA Creek Parcel caused by such entry and work as promptly as possible after completion of work thereon and restore the LA Creek Parcel to its former condition immediately preceding the work and repairs. The installation, construction, maintenance, repair, replacement, or operation of the Water Line within the Domino Water Line Easement by the owner of the Domino Parcel shall be at the Domino Parcel owner’s sole cost and expense and shall be done in a good and safe condition that is in compliance with all applicable laws, rules, regulations, and ordinances. Nothing contained herein shall be construed as a limitation on the owner of the LA Creek Parcel from using and improving the Ten Foot Strip.

Domino covenants and agrees that simultaneous with the installation of the Water Line, Domino will install a separate 10-inch water line from the city main line stubbed into the LA Creek Parcel in the manner and at the location dictated by LA Creek, L.L.C. for the use and benefit of LA Creek, L.L.C. LA Creek L.L.C. is entitled to extinguish the Domino Water Line Easement in the event that the separate 10-inch water line is not installed as set forth herein.

The owner of the Domino Parcel shall maintain the Water Line in a manner that will prevent damage to the L.A. Creek Parcel and the Southwest Parcel by the Water Line, and shall be responsible for all damages to the L.A. Creek Parcel and Southwest Parcel caused by the Water Line including its installation, reparation, replacement, maintenance and use. In addition, the owner of the Domino Parcel shall indemnify and hold the owner of the L.A. Creek Parcel harmless from any and all claims, damages, costs, expenses, and causes action arising from damages caused by the Water Line including the installation, reparation, replacement, maintenance and use of the same.

Nothing in this Section 4 shall create any rights of or interests in LA Creek L.L.C. or Domino with respect to the Southwest Parcel.

5. Drainage Easement. Domino hereby creates, grants and conveys to L.A. Creek, LLC and Southwest and their successors, assigns, tenants, contractors, employees, agents, customers, occupants, permittees, licensees, invitees, and guests the following easement on and affecting the Domino Parcel, which easement shall be appurtenant to and for the benefit of the L.A. Creek Parcel and the Southwest Parcel: a permanent, non-exclusive drainage easement upon, over, across and beneath the Bristlecone Road (the "Drainage Easement").

6. Improvements to the Properties.

a. Domino shall be responsible for the repair, maintenance, replacement, or other costs associated with the Bristlecone Road and shall not be responsible for costs and expenses associated with roads on a neighboring parcel, provided however, that if one Party or the Party's tenants, contractors, subcontractors, suppliers, employees, agents, customers, occupants, permittees, licensees, invitees, and guests cause the damages, beyond normal wear and tear, to any portion of the Bristlecone Road, the Party causing the damage shall be responsible for the cost of repair to restore the road to its condition immediately preceding the damage.

b. Southwest shall be responsible for the repair, maintenance, replacement, or other costs associated with the Southwest Road and shall not be responsible for costs and expenses associated with roads on the Domino parcel, provided however, that if one Party or the Party's tenants, contractors, subcontractors, suppliers, employees, agents, customers, occupants, permittees, licensees, invitees, and guests cause the damages, beyond normal wear and tear, to any portion of the Southwest Road, the Party causing the damage shall be responsible for the cost of repair to restore the road to its condition immediately preceding the damage. Before any work is performed, Southwest shall first obtain LA Creek L.L.C.'s prior written approval, which will not be unreasonably withheld, conditioned, or delayed.

7. Temporary Obstructions. The Parties may, as part of construction activities, obstruct a roadway easement, provided however, that the obstruction shall be conducted in a manner to minimize any disruption to vehicular traffic, shall not exceed a reasonable period of time, and shall otherwise be exercised in a reasonable manner.

8. Extension of Easement. The LA Creek Parcel and the Southwest Parcel shall have appurtenant thereto, and shall be benefited and/or burdened by, as applicable, the access easements herein granted. The owners of the LA Creek Parcel and the Southwest Parcel to which an easement is granted herein shall be entitled to the benefit of that easement herein granted and shall be entitled to permit each occupant, together with any successor, assign, agent, contractor, licensee, permittee, tenant, occupant, employee and any business customer, invitee and guest of said owner and/or occupant ("Other Users"), the non-exclusive right to enjoy the benefits of the easements herein granted, but said owner's and Other User's use and enjoyment of its property shall be subject to and burdened by the easements also herein granted.

9. No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property to or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement will be strictly limited to and for the purposes herein expressed. Notwithstanding the grant of the easements, each owner may be entitled to take whatever steps it deems necessary to protect and preserve the private ownership of its portion of the LA Creek Parcel, the Domino Parcel, and the Southwest Parcel, including any necessary steps to ensure the Roads are not dedicated pursuant to Utah Code § 72-5-104 based upon continuous use, and to prevent the same from being dedicated to the public use as a matter of law; provided, however, that such steps shall be taken in such manner and at such time as shall cause minimal disruption of the possession and usage of the Roads. The Parties expressly acknowledge that to ensure that the Roads are not dedicated and abandoned to public use the Parties may have to take such actions as set forth in Utah Code § 72-5-104(4), including an overt act intended to interrupt the use of the Roads for a period of not less than 24 hours, and the Parties expressly consent to such actions. The Parties agree to provide each other reasonable notice prior to undertaking interruption of use of any of the Roads.

10. No Utilities or Drainage Easements other than the Domino Water Line Easement and Drainage Easement. Except as permitted in Section 4 above with respect to the Domino Water Line Easement, and Section 5 above with respect to the Drainage Easement the Parties agree that no easements are granted to the Parties for utilities or drainage in the Roads or any other location on the Property, and no utilities will be located in the Roads or any other location on the Property.

11. Non-Interference. Except as set forth herein, the Parties shall not interfere with the easements granted in this Agreement and an offending Party will defend, indemnify and hold the other Parties harmless from and against claims, causes of action, costs, damages, expenses, and losses, arising from the offending Party's actions and omissions.

12. Easements Appurtenant. None of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to the benefitted parcel. For the purposes of such easements and rights, the LA Creek Parcel, the Domino Parcel, and the Southwest Parcel which are benefitted by such easements shall constitute the dominant estates, and the particular areas of the LA Creek Parcel and the Domino Parcel which are burdened by such easements and rights shall constitute the servient estates.

13. Nature and Effect of Easements. Each and all of the easements, covenants, restrictions and provisions contained in this Agreement:

- a. Are made for the direct benefit of the Parties hereto, and the successors and assigns of the LA Creek Parcel, the Domino Parcel, and the Southwest Parcel as established and limited in this Agreement;
- b. Constitute covenants running with the land; and
- c. Shall bind every person or entity having any fee, leasehold or other interest in any portion of the LA Creek Parcel, the Domino Parcel, and the

Southwest Parcel at any time, or from time to time, to the extent that such portion is affected or bound by the easement, covenant, restriction or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

14. Duties of the Owners of Domino and Southwest. In addition to the duties and powers enumerated in this Agreement, and without limiting the generality thereof, the owner of the Domino Parcel, as to the Bristlecone Road, and the owner of the Southwest Parcel, as to the Southwest Road, shall be responsible for and bear all costs of maintaining the Bristlecone Road and the Southwest Road, respectively, in an orderly and responsible manner which shall include the following:

- a. Maintaining the surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitutes as shall be equal in quality, use and durability; and
- b. Removing all papers, debris, filth, and refuse, and sweeping the areas to the extent reasonably necessary to keep said areas in a neat, clean and orderly condition.

15. General Use. Nothing contained herein shall be construed as a restriction on the uses and categories of uses to which the owners may put their respective parcels, provided however that the parcels shall comply with those uses, and categories of uses, permitted and approved by Cedar City. The Parties acknowledge the uses of the parcels referenced in the Recitals above and covenant and agree to support the uses referenced above and to not, directly or indirectly, oppose such uses.

16. Drainage. All drainage facilities, including storm drainage facilities, on the LA Creek Parcel, the Domino Parcel, and the Southwest Parcel shall conform to the requirements of Cedar City and to all applicable laws, ordinances and regulations of all governmental agencies and authorities having jurisdiction. Each owner shall maintain, repair, replace and keep free of debris and obstruction all drainage systems and facilities located on their respective property to assure proper drainage. Notwithstanding anything contained herein to the contrary, Southwest shall be responsible for constructing and maintaining the required drainage on the Southwest Road, provided that Southwest must obtain LA Creek, L.L.C.'s prior written approval, which will not be unreasonably withheld, conditioned, or delayed.

17. Agreement. The Parties hereby declare that the affected portions of the LA Creek Parcel, the Domino Parcel, and the Southwest Parcel, together with any improvements that at any time are located on any of the affected portions of the separate properties, shall be held, sold, conveyed, occupied, transferred, designed, constructed, operated, maintained, leased, and subleased subject to the terms, covenants, and easements contained in this Agreement. This is for the purpose of protecting the value and desirability of the separate properties. This Agreement shall be construed as covenants of equitable servitude; shall run with the LA Creek Parcel, the Domino Parcel, and the Southwest Parcel and be binding on all parties having any right, title or interest in the LA

Creek Parcel, the Domino Parcel, and the Southwest Parcel or any part thereof, their heirs, successors and assigns; and shall inure to the benefit of each owner thereof.

18. Enforcement. Unless otherwise specifically set forth herein, the Parties and their successors and assigns and any owner of a portion of the LA Creek Parcel, the Domino Parcel, and the Southwest Parcel shall have the right to enforce, by any proceeding at law or in equity, all easements, covenants, terms, rights and/or duties now or hereafter imposed by the provisions of this Agreement. Failure to enforce any easement, covenant, right and/or duty contained herein on any one or more occasion shall not be deemed a waiver of the right to do so on any subsequent occasion. Further, nothing contained in this Agreement shall be construed or interpreted to impose any legal duty or obligation on any Party to enforce by any proceeding at law or in equity, any easement, covenant, condition or restriction contained in this Agreement.

19. Entire Agreement. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly approved and executed by each Party.

20. No Merger. The easements, covenants and restrictions and other provisions contained in this Agreement shall remain in full force and effect despite the fact that any of the LA Creek Parcel, the Domino Parcel, and the Southwest Parcel may be owned by the same persons from time to time. It is the express intent of the Parties to create a common scheme which will not be terminated by the doctrine of merger or otherwise unless this Agreement is terminated in accordance with the provisions hereof.

21. Violation Creates Nuisance. Any violation of any provision, covenant, condition or equitable servitude contained in this Agreement, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Party entitled to enforce the provisions of this Agreement.

22. No Third-Party Beneficiary. This Agreement shall inure to the benefit of and be binding upon the Parties and their heirs, personal representatives, successors and assigns, and upon any person acquiring the LA Creek Parcel, the Domino Parcel, and the Southwest Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise. No other person or entity shall be construed to be an intended third-party beneficiary of any of the rights, duties or obligations set forth herein and no person or entity other than the Parties and their successors and assigns shall, therefore, have the right to enforce any provision hereof, unless such right shall be specifically set forth herein.

23. Words of Conveyance. The use of the word "grant," and any form thereof, as used in provisions of this Agreement to create or preserve easements, licenses or other rights and privileges described herein shall be deemed to be construed in such manner as shall be required to give effect to the easement, license, right or privilege intended to be created or preserved by such provisions and, to the extent necessary to effect such result,



any use of the word grant, or any form thereof, shall be deemed to include such other words of conveyance (e.g., such as reserve, quitclaim, convey, transfer, etc.) as may be required to give effect to the easement, license, right or privilege intended to be created or preserved.

24. Liberal Interpretation. The provisions of this Agreement shall be liberally construed as a whole to effectuate the purpose of this Agreement.

25. Gender and Number. In this Agreement, unless the context requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

26. Captions. The titles, headings and captions used herein are for convenience only and are not a part of this Agreement and shall not be considered in construing, nor shall same be used to limit or amplify the terms and provisions hereof.

27. Invalidity of Provision. If any provision of this Agreement as applied to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

28. Exhibits. Any exhibits to this Agreement are incorporated herein by this reference.

29. Lending. The Parties and their successors and assigns shall execute such amendments to this Agreement as may be reasonably required by a lender in connection with subsequent financing on the properties so long as the rights of any Party under this Agreement are not adversely affected to any material extent and so long as such amendments are consistent with the intention of this Agreement.

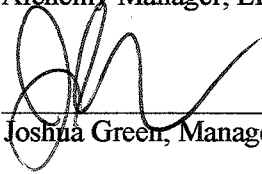
30. Sale or Transfer. In the event of the sale or transfer by any Party of all of its interest in their respective properties, the selling party shall be freed and relieved of all of the obligations set forth in this Agreement arising or accruing after the date of such sale or transfer (and, as used herein, "sale or transfer" shall include, but shall not be limited to, a sale or transfer consequent upon foreclosure or conveyance by deed in lieu of foreclosure), but the obligations and liabilities arising or accruing after such sale or transfer shall be binding upon the then owner or owners of the property.

31. Legal Fees and Costs. In the event either party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal) from the losing party in any such action or proceeding.

32. Governing Law. This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Utah, and the Parties agree that jurisdiction and venue shall be in Iron County, Utah.

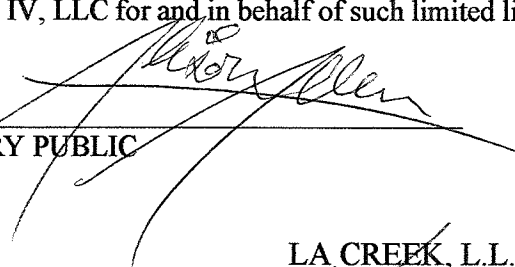
**THIS SPACE INTENTIONALLY LEFT BLANK  
SIGNATURES FOLLOW ON NEXT PAGE**

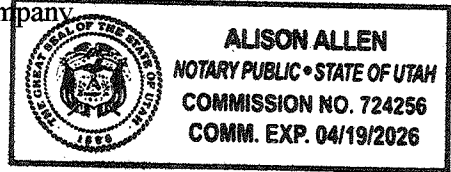
DOMINO IV, LLC, a Utah Limited Liability Company  
By: Alchemy Manager, LLC, its Manager

By:   
Joshua Green, Manager of Alchemy Manager, LLC

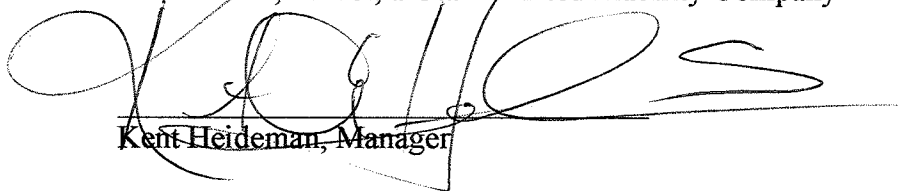
STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

On this 20<sup>th</sup> day of July, 2023, before me personally appeared Joshua Green, the Manager of Alchemy Manager, LLC, a Utah limited liability company, the Manager of Domino IV, LLC for and in behalf of such limited liability company.

  
NOTARY PUBLIC

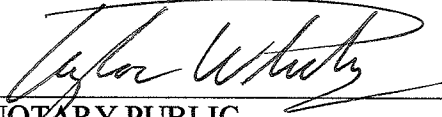


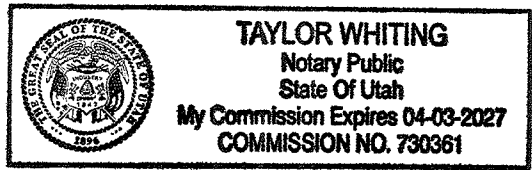
LA CREEK, L.L.C., a Utah Limited Liability Company

  
Kent Heideman, Manager

STATE OF UTAH )  
COUNTY OF Washington ) ss.

On this 26<sup>th</sup> day of July, 2023, before me personally appeared Kent Heideman, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Manager of LA Creek, L.L.C., a Utah limited liability company, and that the foregoing instrument was signed by him in behalf of said limited liability company by authority of statute, its articles of organization or its operating agreement, for the uses and purposes herein mentioned, and said Kent Heideman acknowledged to me that said limited liability company executed the same.

  
NOTARY PUBLIC



Southwest Behavioral Health Center

*Michael H. Deal*

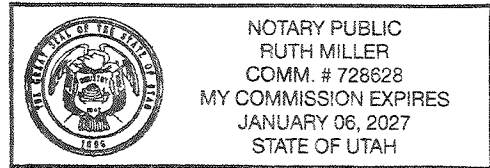
Michael H. Deal, Executive Director

STATE OF UTAH )

COUNTY OF Washington ) ss. )

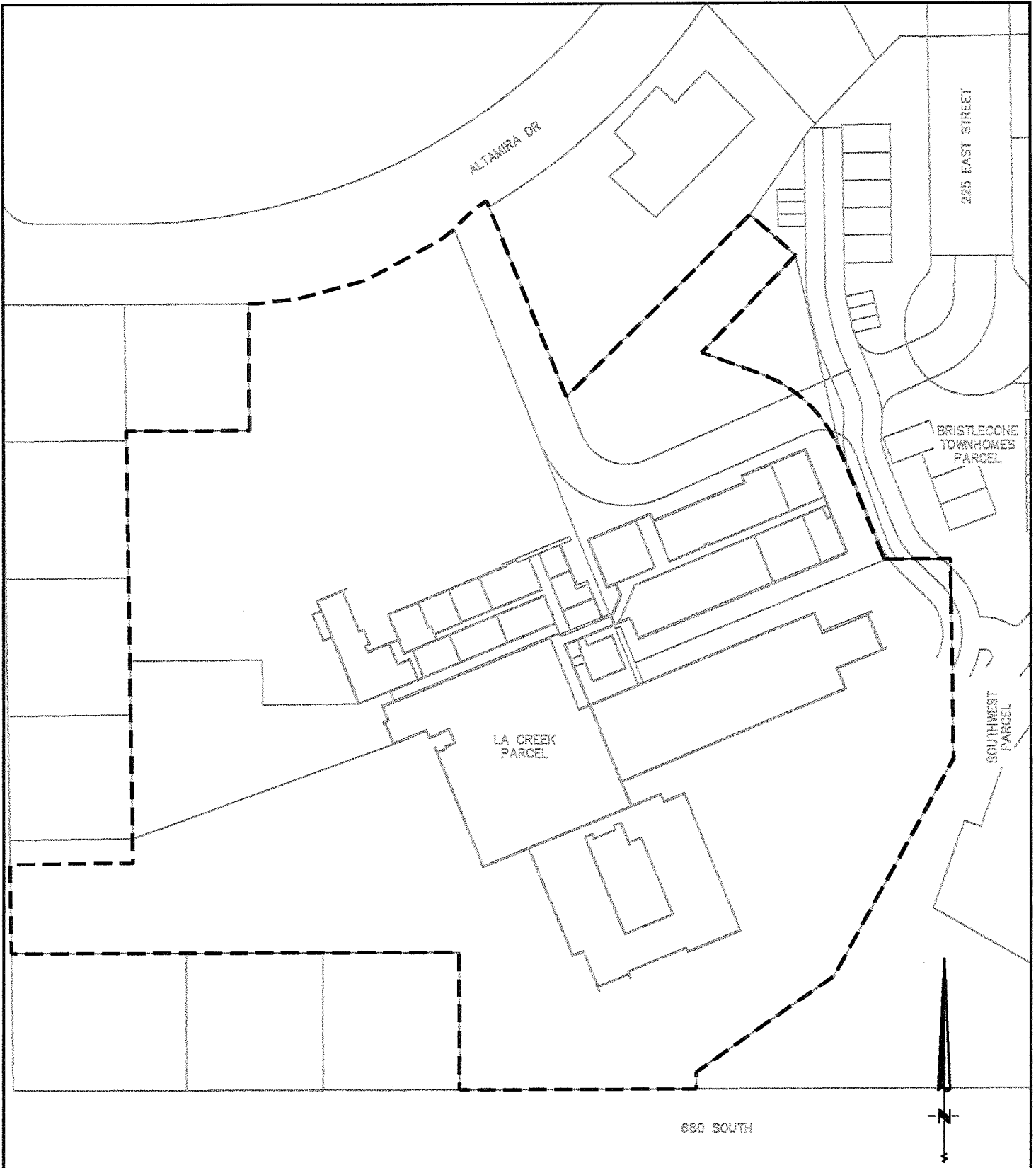
On this 25 day of July, 2023, before me personally appeared Michael H. Deal, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Executive Director of Southwest Behavioral Health Center, a political subdivision of the State of Utah, and that the foregoing instrument was signed by him in behalf of said Southwest Behavioral Health Center by authority of statute, its interlocal agency agreement, or its organizational documents, for the uses and purposes herein mentioned, and said Michael H. Deal acknowledged to me that said Southwest Behavioral Health Center executed the same.

*Ruth Miller*  
NOTARY PUBLIC



00807967 B: 1650 P: 69

# EXHIBIT A



00807967 B: 1650 P: 70

SCALE: 1"=100'

**EXHIBIT A**  
SITE VIEW  
B & G 221123



**BUSH & GUGGELL, INC.**  
Engineers - Planners - Surveyors  
205 East Tabernacle Suite #4  
St. George, Utah 84770  
Phone (435) 673-2337 / Fax (435) 673-3161

00807967 B: 1650 P: 71

# EXHIBIT B



**Bush and Gudge, Inc.**  
Engineers • Planners • Surveyors  
St. George, Utah  
www.bushandgudge.com

---

**EXHIBIT B**

(Bristlecone Road Access Easement Description)

Beginning at a point that lies North 00°13'11" West along the section line 1104.64 feet and due East 703.87 feet from the South Quarter Corner of Section 14, Township 36 South, Range 11 West, Salt Lake Base and Meridian, and running thence North 22°20'36" West 84.88 feet; thence North 12°50'38" West 51.89 feet; thence North 66°14'11" East 81.27 feet; thence northeasterly along a 35.00 foot radius curve to the left, (long chord bears North 33°51'20" East a distance of 37.49 feet), center point lies North 23°45'49" West through a central angle of 64°45'43", a distance of 39.56 feet; thence North 01°28'29" East 27.30 feet to a point on the south right of way line of Altamira Avenue; thence North 89°59'21" East along said line 30.01 feet; thence South 01°28'29" West 28.07 feet; thence southwesterly along a 65.00 foot radius curve to the right, (long chord bears South 33°51'20" West a distance of 69.62 feet), center point lies North 88°31'31" West through a central angle of 64°45'43", a distance of 73.47 feet; thence South 66°13'17" West 36.54 feet; thence southwesterly along a 18.00 foot radius non-tangent curve to the left, (long chord bears South 32°35'49" West a distance of 19.95 feet), center point lies South 23°45'15" East through a central angle of 67°17'53", a distance of 21.14 feet; thence southerly along a 64.00 foot radius reverse curve to the right, (long chord bears South 03°01'13" West a distance of 9.09 feet), center point lies South 88°56'52" West through a central angle of 08°08'42", a distance of 9.10 feet; thence southerly along a 36.00 foot radius reverse curve to the left, (long chord bears South 07°37'09" East a distance of 18.29 feet), center point lies South 82°54'26" East through a central angle of 29°25'27", a distance of 18.49 feet; thence South 22°20'02" East 55.74 feet; thence southeasterly along a 37.74 foot radius non-tangent curve to the left, (long chord bears South 34°17'02" East a distance of 14.91 feet), center point lies North 67°06'28" East through a central angle of 22°46'59", a distance of 15.01 feet; thence South 46°14'02" East 16.63 feet; thence South 89°37'59" West 42.02 feet to the point of beginning.

Easement encumbers 8,600 square feet or 0.20 acres.

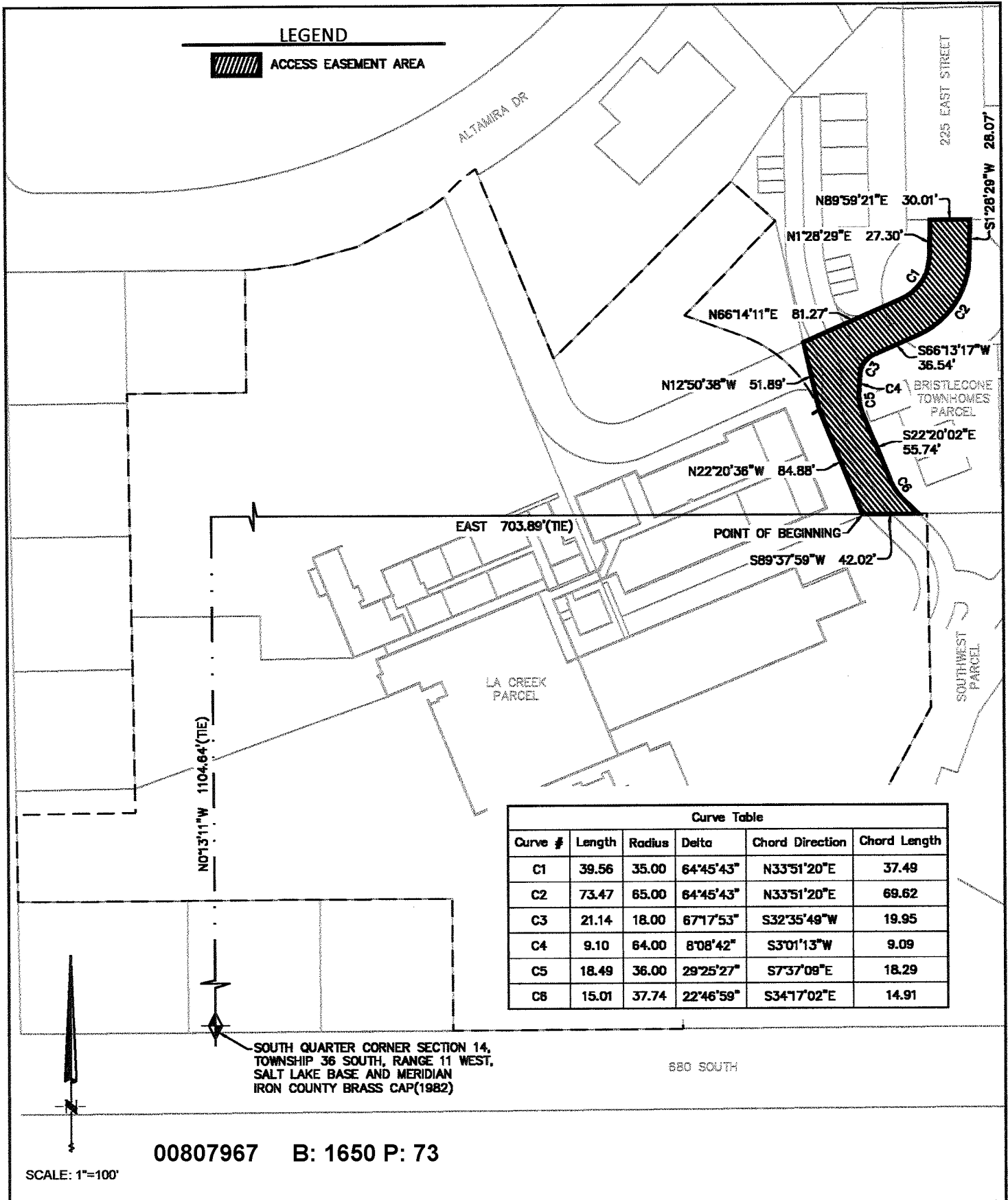
07/03/23  
Proj. No. 221123  
By: BRS  
Ck: PAS

**00807967 B: 1650 P: 72**



**LEGEND**

 ACCESS EASEMENT AREA



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	39.56	35.00	64°45'43"	N33°51'20"E	37.49
C2	73.47	65.00	64°45'43"	N33°51'20"E	69.62
C3	21.14	18.00	67°17'53"	S32°35'49"W	19.95
C4	9.10	64.00	8°08'42"	S3°01'13"W	9.09
C5	18.49	36.00	29°25'27"	S7°37'09"E	18.29
C6	15.01	37.74	22°46'59"	S34°17'02"E	14.91

00807967 B: 1650 P: 73

SCALE: 1"=100'

**EXHIBIT B**

BRISTLECONE ROAD ACCESS EASEMENT

B & G 221123



**BUSH & GUGGELL, INC.**

Engineers - Planners - Surveyors

205 East Tabernade Suite #4  
St. George, Utah 84770

Phone (435) 673-2337 / Fax (435) 673-3161

# **EXHIBIT C**

(Southwest Road)



**Bush and Gudgell, Inc.**  
Engineers • Planners • Surveyors  
St. George, Utah  
www.bushandgudgell.com

---

**EXHIBIT C**

(Southwest Access Easement Description)

Beginning at a point that lies North 00°13'11" West along the section line 1104.69 feet and due East 712.86 feet from the South Quarter Corner of Section 14, Township 36 South, Range 11 West, Salt Lake Base and Meridian, and running thence North 89°37'58" East 31.58 feet; thence South 52°50'48" East 9.97 feet; thence South 00°52'47" East 27.93 feet; thence North 52°50'48" West 31.90 feet; thence northwesterly along a 61.00 foot radius non-tangent curve to the right, (long chord bears North 45°06'01" West a distance of 20.51 feet), center point lies North 35°13'20" East through a central angle of 19°21'18", a distance of 20.61 feet to the point of beginning.

Easement encumbers 703 square feet or 0.02 acres.

07/03/23  
Proj. No. 221123  
By: BRS  
Ck: PAS

00807967    B: 1650 P: 75