

RETURN TO:

Matt C. Osborne  
11576 South State Street, Bldg. 204  
Draper, UT 84020

9312813  
03/02/2005 04:24 PM \$57.00  
Book - 9100 Pg - 9649-9668  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
OSBORNE & BARNHILL  
11576 S STATE BLDG 204  
DRAPER UT 84020  
BY: SEM, DEPUTY - WI 20 P.

EASEMENT AND RIGHT-OF-WAY AGREEMENT FOR SKY HAVEN CIRCLE

20-9  
This Easement and Right-of-Way Agreement ("Agreement") is made effective this 5<sup>th</sup> day of February, 2005, by and between Reuel J. Alder and Tamara R. Alder ("Alders" or "Grantors") and Existential Enterprises & Trust, Wendy Ann Silver, Trustee; Karl B. Peterson and Michelle R. Peterson; Martin S. Phillips and Beverly Arline Phillips; Gene C. Hunnewell and Shirley Hunnewell; Matthew Burke and Holly Burke; Aaron Whittington and Crystal Whittington; Lyle Hugh Cox; Living Trust of Peter R. Genereaux, dated April 27, 1988, Peter R. Genereaux, Trustee; and Craigland Properties, L.L.C., a Utah limited liability company (collectively "Grantees"); which are record title owners of property abutting the easement and right-of-way described on the attached Exhibit "A" and as illustrated on the Ron Hiatt survey dated March 17, 1975, as revised and amended on August 29, 1975, and January 28, 1976 ("Revised Ron Hiatt Survey Map"), attached hereto for reference purposes only as Exhibit "B." For good and valuable consideration the adequacy of which is hereby acknowledged, the parties hereto understand and agree as follows:

RECITALS

This Agreement is based on the following factual recitals:

A. The Alders are the owners of the following described property ("Lot 11"), Parcel Number 32-03-300-015, located in Salt Lake County, Utah:

Beginning at a point on the South line of Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian, said point also being North 89°54'47" East 561.25 feet from the Southwest Corner of said Section 3 and running thence North 00°13'41" East 333.624 feet; thence North 89°56'11" East 716.29 feet; thence South 00°07'31" West 90.053 feet to the Northerly right of way line of Rose Canyon Road; thence South 20°00'00" West 259.031 feet along said right of way line to the South line of said Section 3; thence South 89°54'47" West 628.828 feet to the point of beginning.

B. As of the date of this Agreement, the respective Grantees and the descriptions of the property they own are as follows (Lot numbers refer to the View Point Drive Phases 1 and 2 Non-Regular Subdivision with the exception of Lot 14, which refers to the Revised Ron Hiatt Survey attached hereto):

Lot 1 Existential Enterprises & Trust, Wendy Ann Silver, Trustee  
Parcel Number 32-03-300-005

Beginning at a point which is North 00°13'41" East 390.028 feet from the Southwest corner of Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00°13'41" East 389.615 feet thence North 89°56'11" East 561.250 feet; thence South 00°13'41" West 389.615 feet; thence South 89°56'11" West 561.250 feet to the point of beginning.

Lot 2A            Karl B. Peterson and Michelle R. Peterson, husband and wife  
Parcel Number 32-03-300-048

Beginning at a point which is North 00°13'41" East 779.643 feet from the Southwest corner of Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00°13'41" East 194.807 feet thence North 89°56'11" East 561.250 feet; thence South 00°13'41" West 194.807 feet; thence South 89°56'11" West 561.250 feet to the point of beginning.

Lot 2B            Martin S. Phillips  
Parcel Number 32-03-300-047

Beginning at a point which is North 00°13'41" East 974.450 feet from the Southwest corner of Section 3 Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00°13'41" East 194.808 feet thence North 89°56'11" East 561.250 feet; thence South 00°13'41" West 194.808 feet; thence South 89°56'11" West 561.250 feet to the point of beginning.

Lot 3A            Gene C. Hunnewell and Shirley Hunnewell, husband and wife  
Parcel Number 32-03-300-055

Beginning at a point which is North 00°13'41" East 1169.258 feet from the Southwest corner of Section 3 Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00°13'41" East 256.910 feet; thence South 77°30'46" East 574.340 feet; thence South 00°13'41" West 132.100 feet; thence South 89°56'11" West 561.250 feet to the point of beginning.

Lot 3B            Matthew Burke and Holly Burke, husband and wife  
Parcel Number 32-03-300-054

Beginning at a point which is North 00°13'41" East 1426.168 feet from the Southwest corner of Section 3 Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00°13'41" East 256.910 feet; thence South 66°02'17" East 613.100 feet; thence South 00°13'41" West 132.100 feet; thence North 77°30'46" West 574.340 feet to the point of beginning.

Lot 4            Aaron Whittington and Crystal Whittington, husband and wife  
Parcel Number 32-03-300-041

Beginning at a point which is North 00°13'41" East 1683.078 feet from the Southwest corner of Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00°13'41" East 265.410 feet; thence North 89°56'11" East 561.250 feet; thence South 00°13'41" West 515.030 feet; thence North 66°02'17" West 613.100 feet to the point of beginning.

Lot 5            Lyle Hugh Cox  
Parcel Number 32-03-300-043

Beginning at a point which is North 00°13'41" East 1948.488 feet and North 89°56'11" East 561.250 feet from the Southwest corner of Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 89°56'11" East 660.957 feet; thence South 0°13'41" West 144.500 feet; thence South 60°43'53" West 759.370 feet; thence North 0°13'41" East 515.030 feet to the point of beginning.

Lot 6            Living Trust of Peter R. Genereaux, dated April 27, 1988, Peter R. Genereaux, Trustee  
Parcel Number 32-03-300-044

Beginning at a point which is North 00°13'41" East 390.028 feet and North 89°56'11" East 561.250 feet and North 0°13'41" East 883.430 feet from the Southwest corner of Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00°13'41" East 160.000 feet; thence North 60°43'53" East 759.390 feet; thence South 0°13'41" West 501.533 feet; thence South 87°25'30" West 661.740 feet to the point of beginning.

Lot 14           Craigland Properties, L.L.C.  
Parcel Number 32-03-300-012

Beginning at a point which is North 89°54'47" East 561.25 feet along the Section line and North 0°13'41" East 970.230 feet from the Southwest corner of Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00°13'41" East 303.000 feet; thence North 87°25'30" East 715.395 feet; thence South 0°07'31" West 334.345 feet; thence South 89°56'11" West 715.148 feet to the point of beginning.

C.        The purposes contemplated by this Agreement are to create an appurtenant easement that is inseparable, other than as stated herein, from the land affected by the easement, and to provide the parties hereto and their guests or invitees with unobstructed use of the easement and right-of-way created herein, so long as provided herein and subject to the use conforming with the terms and conditions contained within this Agreement.

D. The easement contemplated by this Agreement forms a portion of the overall easement described in Exhibit "A". The inclusion of the description of the overall easement in Exhibit "A" is for illustration purposes only. Nothing in this Agreement is, constitutes, or shall be construed as any grant or conveyance by Grantors, or either of them, of any easement or other right of interest of any type or nature in, on, or to any of the real property described on Exhibit "A" other than such portions as are within Lot 11. Furthermore, this agreement does not convey any rights to anyone that is not an express party to this Agreement.

## TERMS AND CONDITIONS

### 1. EASEMENT

- 1.1 Subject to the duration, terms, and conditions set forth in Section 3 below, Grantors hereby grant and convey to Grantees and their successors and assigns an exclusive, perpetual (except as may be otherwise terminated as provided hereinafter) easement and right-of-way ("easement") on, across, over, and through the property described in paragraph 1.2 herein below for the purpose of ingress to and egress from Lots 1, 2A, 2B, 3A, 3B, 4, 5, 6, and 14 ("Sky Haven Lots"), inclusive, for Grantees and their guests and invitees, including for the construction, maintenance and repair of a paved road within the boundaries of the easement, and for the construction, maintenance and repair (including reconstruction) of utilities, as set forth more fully below.
- 1.2 The easement is a fifty foot wide private road along the southern boundary of Lot 11 and a thirty three foot wide road along the western boundary of Lot 11, as described more fully in the legal description of the overall easement set forth in Exhibit "A" of this Agreement and depicted in the Revised Ron Hiatt Survey Map attached hereto as Exhibit "B", but only insofar as such property is on Lot 11 and no more than fifty feet in from and along Lot 11's southern boundary and thirty three feet in from and along Lot 11's western boundary.
- 1.3 This easement grants rights of ingress to and egress from Sky Haven Lots for Grantees and their guests and invitees, as well as preserving ingress to and egress from Lot 11 for Grantors, and their guests and invitees, who expressly reserve and retain the right to use the easement notwithstanding any other term or provision of this Agreement.
- 1.4 This easement benefits any utility company or municipality providing utility services to one or more of the above-described lots.

**2. USE; REPAIR AND MAINTENANCE OF EASEMENT**

- 2.1 This easement is to be used for ingress to and egress from Lot 11 and the Sky Haven Lots and for utility connections. This easement shall be maintained by and at the expense of the Grantees.
- 2.2 The parties will exercise reasonable care in their use of this easement so as not to cause more than normal wear and tear on the roadway or other easement improvements. Any damage to this easement premises caused by a party hereto or his or her guests or invitees shall promptly be repaired by that party at his or her sole expense.
- 2.3 When repairs and/or maintenance are necessary, the Grantees will be responsible for performing the required maintenance, repairs, or capital improvements except as noted in Section 2.2.
- 2.4 The Grantors agree that the Grantees shall have reasonable rights of access and passage over so much of Grantors' property immediately adjacent to and surrounding the easement as is reasonably necessary for the purpose of conducting maintenance and repair of or making capital improvements to this easement for its continued use as a road for access to Grantees' above-described properties. In no event shall Grantees have a right of access to more than the fifteen (15) feet strip of Grantor's property immediately adjacent to the easement on Lot 11 without Grantor's prior written consent.
- 2.5 The Grantees agree that they may pave only a maximum 25-foot wide portion of the total 50-foot easement width. The center of the improved surface will lie approximately on the center of the easement and extend approximately 12.5 feet from said center line.
- 2.6 The Grantors agree that the Grantees shall have the right to use and access on and through the easement, all unpaved portions of this easement for roadside shoulders, drainage ditches, snow removal, utilities, and to facilitate maintenance and repair of the paved road.
- 2.7 The Grantors agree that the Grantees shall have the right to maintain the unpaved portions of this easement in any reasonable manner necessary to facilitate use of the roadway including the application of herbicide, the dredging of the barrow ditches, and the maintenance, installation, or reinstallation of culverts.
- 2.8 Nothing in this Agreement shall be interpreted as preventing the Grantors from maintaining fencing along the easement.

- 2.9 Nothing in this Agreement shall be interpreted as preventing Grantors from installing driveways from their residence and/or barns to connect with the easement and the paved portions thereof.
- 2.10 If, in connection with the use, construction, improvement, or maintenance of the easement, or any portion thereof, a Grantee, or any guest, invitee, contractor or licensee of a Grantee, damages the Grantor's property outside the easement, the individual Grantee shall promptly repair the damage at his or her sole expense and restore the property to a condition reasonably comparable to its condition immediately prior to occurrence of the damage.
- 2.11 Grantees shall, and do hereby, indemnify Grantors, defend Grantors from, and hold Grantors harmless for and against all claims, demands, obligations, causes of action, damages, and liability whatsoever, except for those that result from the negligence of the Grantors, that Grantees and any other person or entity whatsoever may have, claim, or assert in whatever legal theory, form or forum, that relates to or arises from this easement, use of this easement or this Agreement.
- 2.12 Grantors shall, and do hereby, indemnify Grantees, defend Grantees from, and hold Grantees harmless for and against all claims, demands, obligations, causes of action, damages and liability whatsoever that Grantors and any other person or entity whatsoever may have, claim, or assert in whatever legal theory, form or forum, that relates to or arises from this easement, use of this easement or this Agreement and that result from the negligence of the Grantor.
- 2.13 In the event that any utilities are installed or constructed in and along the easement after the date hereof, Grantees agree to request and encourage the utility company undertaking such installation or construction to install the easements on the Southern most portion of the easement running on the South part of Lot 11.

### 3. DURATION

- 3.1 Except as provided in Section 3.2, the easement rights and responsibilities set forth in this Agreement shall be perpetual and shall run with the land, and shall be binding on, and inure to the benefit of, the successors and assigns of the parties.
- 3.2 The easement rights and responsibilities set forth in this Agreement cannot be extinguished by non-use, except as provided below in Paragraph 3.3.
- 3.3 The easement rights for access, egress and ingress across the Southern portion of Lot 11 ("South Lane"), which are 50 feet in width, and the responsibilities associated therewith, can be extinguished, and shall extinguish, if and when the

City of Herriman or Salt Lake County closes the South Lane or an alternate access is constructed (at no expense to Grantees other than any payment of taxes in connection with their property or any expense voluntarily agreed to be paid by them) to Sky Haven Lots, or by written consent by all parties hereto or their respective successors and assigns. Nothing in this Paragraph shall be construed to terminate or extinguish the easement rights related to utilities.

- 3.4 If the easement is extinguished as described in 3.3, then the obligations of the Grantees to maintain the easement shall, and will, extinguish with the easement.

**4. ASSIGNMENT OF RIGHTS**

- 4.1 The rights granted in, and that are the subject of, this Agreement shall not be assignable by the Grantees or Grantors except as an appurtenance to and in conjunction with the transfer, conveyance, sale or subdivision of their respective parcels of property identified in the recitals above.

**5. REMEDIES**

- 5.1 In the event of the breach of this Agreement, the non-breaching party shall be entitled to reasonable attorney's fees and costs incurred in enforcing or affecting compliance with this Agreement whether or not litigation is instituted.
- 5.2 Remedies for misuse of the easement do not include termination of the easement.

In witness, the undersigned have executed this Agreement on the date first written above.

Reuel J. Alder  
REUEL J. ALDER

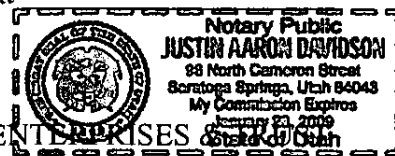
Tamara R. Alder  
TAMARA R. ALDER  
Tamara R. Alder

STATE OF UTAH            )  
                                  :SS  
COUNTY OF SALT LAKE )

On this \_\_\_\_ day of February, 2005, personally appeared before me, Reuel J. Alder and Tamara R. Alder, who duly acknowledged to me that they signed the foregoing Easement and Right-of-Way Agreement for Sky Haven Circle.

My Commission Expires:  
\_\_\_\_\_

Justin Aaron Davidson  
NOTARY PUBLIC  
Residing at \_\_\_\_\_



EXISTENTIAL ENTERPRISES & TRUST

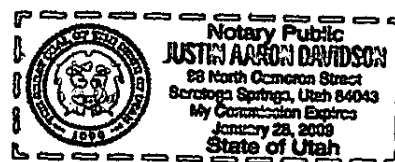
By: Wendy Ann Silver  
Its: Trustee

STATE OF UTAH            )  
                                  :SS  
COUNTY OF SALT LAKE )

On this \_\_\_\_ day of February, 2005, personally appeared before me, Wendy Ann Silver, who duly acknowledged to me that she signed the foregoing Easement and Right-of-Way Agreement for Sky Haven Circle as the Trustee of, and on behalf of, Existential Enterprises & Trust.

My Commission Expires:  
\_\_\_\_\_

Justin Aaron Davidson  
NOTARY PUBLIC  
Residing at \_\_\_\_\_





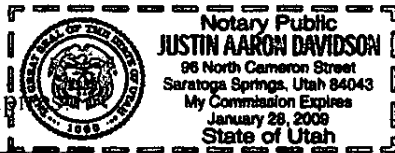
REUEL J. ALDER

TAMARA R. ALDER

STATE OF UTAH )  
 )  
 ) :SS  
COUNTY OF SALT LAKE )

On this \_\_\_ day of February, 2005, personally appeared before me, Reuel J. Alder and Tamara R. Alder, who duly acknowledged to me that they signed the foregoing Easement and Right-of-Way Agreement for Sky Haven Circle.

My Commission Expires



*Justin Aaron Davidson*  
NOTARY PUBLIC  
Residing at \_\_\_\_\_

EXISTENTIAL ENTERPRISES & TRUST

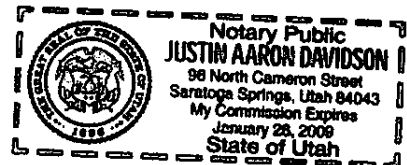
*Wendy Silver*  
By: Wendy Ann Silver  
Its: Trustee

STATE OF UTAH )  
 )  
 ) :SS  
COUNTY OF SALT LAKE )

On this \_\_\_ day of February, 2005, personally appeared before me, Wendy Ann Silver, who duly acknowledged to me that she signed the foregoing Easement and Right-of-Way Agreement for Sky Haven Circle as the Trustee of, and on behalf of, Existential Enterprises & Trust.

My Commission Expires:

*Justin Aaron Davidson*  
NOTARY PUBLIC  
Residing at \_\_\_\_\_



*Reuel J. Alder*  
REUEL J. ALDER

*Tamara R. Alder*  
TAMARA R. ALDER

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

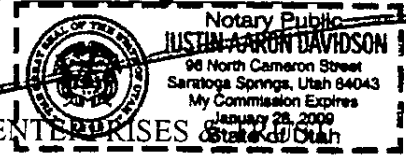
On this \_\_\_\_ day of February, 2005, personally appeared before me, Reuel J. Alder and Tamara R. Alder, who duly acknowledged to me that they signed the foregoing Easement and Right-of-Way Agreement for Sky Haven Circle.

My Commission Expires:  
\_\_\_\_\_

*VOID*

FILED AS RECEIVED  
CO. RECORDER

*Justin Aaron Davidson*  
NOTARY PUBLIC  
Residing at \_\_\_\_\_



EXISTENTIAL ENTERPRISES

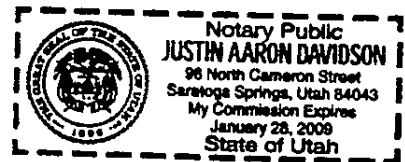
By: Wendy Ann Silver  
Its: Trustee

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

On this \_\_\_\_ day of February, 2005, personally appeared before me, Wendy Ann Silver, who duly acknowledged to me that she signed the foregoing Easement and Right-of-Way Agreement for Sky Haven Circle as the Trustee of, and on behalf of, Existential Enterprises & Trust.

My Commission Expires:  
\_\_\_\_\_

*Justin Aaron Davidson*  
NOTARY PUBLIC  
Residing at \_\_\_\_\_



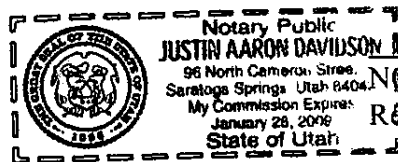
*Karl B. Peterson*  
KARL B. PETERSON

*Michelle R. Peterson*  
MICHELLE R. PETERSON

STATE OF UTAH )  
 ) :SS  
COUNTY OF SALT LAKE )

On this 5 day of February, 2005, personally appeared before me, Karl B. Peterson and Michelle R. Peterson, husband and wife, who duly acknowledged to me that they signed the foregoing Easement and Right-of-Way Agreement for Sky Haven Circle.

My Commission Expires:  
\_\_\_\_\_



*Justin Aaron Davidson*  
NOTARY PUBLIC  
Residing at \_\_\_\_\_

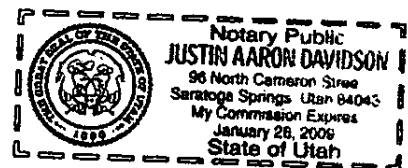
*Martin S. Phillips*  
MARTIN S. PHILLIPS

STATE OF UTAH )  
 ) :SS  
COUNTY OF SALT LAKE )

On this 5 day of February, 2005, personally appeared before me, Martin S. Phillips, who duly acknowledged to me that he signed the foregoing Easement and Right-of-Way Agreement for Sky Haven Circle.

My Commission Expires:  
\_\_\_\_\_

*Justin Aaron Davidson*  
NOTARY PUBLIC  
Residing at \_\_\_\_\_



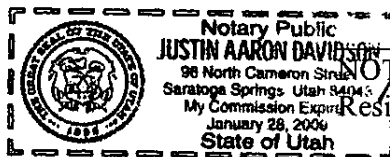
Gene C. Hunnewell  
GENE C. HUNNEWELL

Shirley Hunnewell  
SHIRLEY HUNNEWELL

STATE OF UTAH )  
 ) :SS  
COUNTY OF SALT LAKE )

On this 5 day of February, 2005, personally appeared before me, Gene C. Hunnewell and Shirley Hunnewell, husband and wife, who duly acknowledged to me that they signed the foregoing Easement and Right-of-Way Agreement for Sky Haven Circle.

My Commission Expires:  
\_\_\_\_\_



Justin Aaron Davidson  
NOTARY PUBLIC  
Residing at \_\_\_\_\_

Matthew Burke  
MATTHEW BURKE

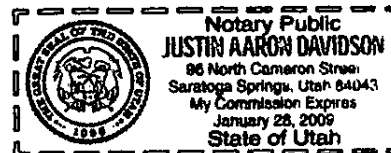
Holly Burke  
HOLLY BURKE

STATE OF UTAH )  
 ) :SS  
COUNTY OF SALT LAKE )

On this 5 day of February, 2005, personally appeared before me, Matthew Burke and Holly Burke, husband and wife, who duly acknowledged to me that they signed the foregoing Easement and Right-of-Way Agreement for Sky Haven Circle.

My Commission Expires:  
\_\_\_\_\_

Justin Aaron Davidson  
NOTARY PUBLIC  
Residing at \_\_\_\_\_



*[Handwritten Signature]*

AARON WHITTINGTON

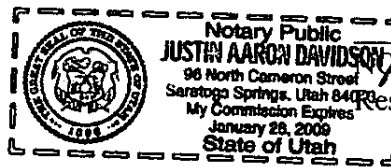
*[Handwritten Signature]*

CRYSTAL WHITTINGTON

STATE OF UTAH )  
 ) :SS  
COUNTY OF SALT LAKE )

On this 5 day of February, 2005, personally appeared before me, Aaron Whittington and Crystal Whittington, husband and wife, who duly acknowledged to me that they signed the foregoing Easement and Right-of-Way Agreement for Sky Haven Circle.

My Commission Expires:  
\_\_\_\_\_



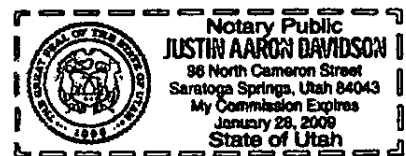
*[Handwritten Signature]*  
NOTARY PUBLIC  
Residing at \_\_\_\_\_

*[Handwritten Signature]*  
LYLE HUGH COX

STATE OF UTAH )  
 ) :SS  
COUNTY OF SALT LAKE )

On this 5 day of February, 2005, personally appeared before me, Lyle Hugh Cox, who duly acknowledged to me that he signed the foregoing Easement and Right-of-Way Agreement for Sky Haven Circle.

My Commission Expires:  
\_\_\_\_\_



*[Handwritten Signature]*  
NOTARY PUBLIC  
Residing at \_\_\_\_\_

LIVING TRUST OF PETER R.  
GENEREAUX, dated April 27, 1988:

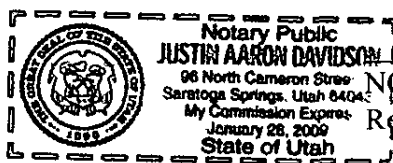


By: Peter R. Genereaux  
Its: Trustee

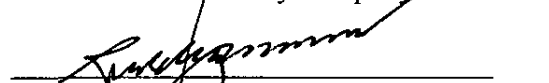
STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

On this 5 day of February, 2005, personally appeared before me, Peter R. Genereaux, who duly acknowledged to me that he signed the foregoing Easement and Right-of-Way Agreement for Sky Haven Circle as the Trustee of, and on behalf of, Living Trust of Peter R. Genereaux, dated April 27, 1998.

My Commission Expires: \_\_\_\_\_

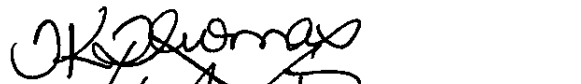
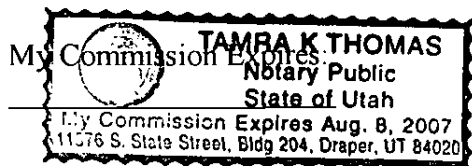
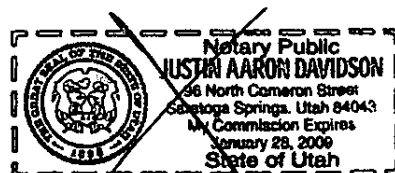
  
NOTARY PUBLIC  
Residing at \_\_\_\_\_

CRAIGLAND PROPERTIES, L.L.C.  
a Utah limited liability company

  
By: Ronald Jerman, Managing Member  
of Craigland Properties, L.L.C.

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

On this X day of ~~February~~ <sup>1st TKT March TKT</sup>, 2005, personally appeared before me, Ronald Jerman, who duly acknowledged to me that he signed the foregoing Easement and Right-of-Way Agreement for Sky Haven Circle as the managing member of, and on behalf of, Craigland Properties, L.L.C. a limited liability company.

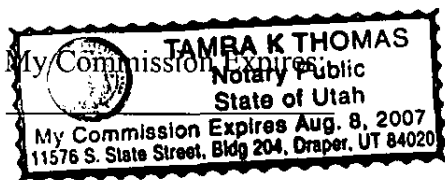
  
NOTARY PUBLIC  
Residing at \_\_\_\_\_

*Beverly Arline Phillips*  
BEVERLY ARLINE PHILLIPS

STATE OF UTAH )  
  :SS  
COUNTY OF SALT LAKE )

On this \_\_\_\_ day of February, 2005, personally appeared before me, Beverly Arline Phillips, who duly acknowledged to me that she signed the foregoing Easement and Right-of-Way Agreement for Sky Haven Circle

*Tamba K Thomas*  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at \_\_\_\_\_



ATTACHMENT TO EASEMENT AND RIGHT-OF-WAY AGREEMENT FOR SKY HAVEN  
CIRCLE

EXHIBIT "A" (Legal Description of Entire Easement ("Sky Haven Circle")):

Beginning at a point which is North 89°54'47" East 528.25 feet from the Southwest Corner of Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00°13'41" East 1385.86 feet to the beginning of a 25.00 foot radius curve to the left (chord bears North 19°26'39" West 16.83 feet); thence Northwesterly along the arc of said curve 17.17 feet to the beginning of a 50.00 foot radius curve to the right (chord bears South 89°46'19" East 77.33 feet); thence along the arc of said curve 225.75 feet to the beginning of a 25.00 foot radius curve to the left (chord bears South 19°54'04" West 16.83 feet); thence Southwesterly along the arc of said curve 17.17 feet; thence South 00°13'41" West 1335.50 feet; thence North 89°54'47" East 613.838 feet; thence South 20°00'00" West 53.24 feet; thence South 89°54'47" West 661.828 feet to the point of beginning.



**EXHIBIT "B"**

ATTACHMENT TO EASEMENT AND RIGHT-OF-WAY AGREEMENT FOR SKY HAVEN  
CIRCLE

EXHIBIT "A" (Legal Description of Entire Easement ("Sky Haven Circle")):

Beginning at a point which is North 89° 54' 47" East 528.25 feet from the Southwest Corner of Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00° 13' 41" East 1385.86 feet to the beginning of a 25.00 foot radius curve to the left (chord bears North 19° 26' 39" West 16.83 feet); thence Northwesterly along the arc of said curve 17.17 feet to the beginning of a 50.00 foot radius curve to the right (chord bears South 89° 46' 19" East 77.33 feet); thence along the arc of said curve 225.75 feet to the beginning of a 25.00 foot radius curve to the left (chord bears South 19° 54' 04" West 16.83 feet); thence Southwesterly along the arc of said curve 17.17 feet; thence South 00° 13' 41" West 1335.50 feet; thence North 89° 54' 47" East 613.838 feet; thence South 20° 00' 00" West 53.24 feet; thence South 89° 54' 47" West 661.828 feet to the point of beginning.

**EXHIBIT "B"**

