

When Recorded Return To:
Stansbury Park Improvement District
10 Plaza
Stansbury Park, Utah 84770

GRANT OF NONEXCLUSIVE TEMPORARY AND PERMANENT EASEMENTS

THIS GRANT OF NONEXCLUSIVE TEMPORARY AND PERMANENT EASEMENTS (the "Easement Agreement") is made and entered into as of the 1 day of ~~October, 2009~~ ^{December 2009} by and between LEUCADIA FINANCIAL CORPORATION, a Utah corporation ("Leucadia") and STANSBURY PARK IMPROVEMENT DISTRICT, a body corporate and politic under the laws of the State of Utah (the "Improvement District").

RECITALS

A. [Concurrently with the execution of this Easement Agreement] Leucadia has conveyed the parcel of real property situated in Stansbury Park, Tooele County, Utah, which is more particularly described on Exhibit A attached hereto (the "Subject Parcel") to the Improvement District. The Improvement District will construct, use, operate and maintain a pond on the Subject Parcel.

B. Leucadia desires and intends to grant to the Improvement District and the Improvement District desires and intends to obtain an easement providing roadway access to and from the Subject Parcel.

C. Leucadia will be filing a subdivision plat (the "Plat") with respect to property [adjoining][in the vicinity of] the Subject Parcel. At such time as the plat is filed the major portion of the roadway access granted in this Easement Agreement will be replaced and superseded by a public road established and dedicated by the Plat and the easement granted herein will terminate in part. The balance of the roadway access easement granted herein will remain in effect.

NOW, THEREFORE, in consideration of the covenants, promises, obligations, and agreements set forth herein and for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. ROADWAY ACCESS EASEMENT.

1.1 Grant of Easements. Leucadia hereby grants to the Improvement District a nonexclusive easement for ingress and egress over and across the lands described on Exhibit B hereto (the "Roadway Access Easement") for the construction, use, maintenance and repair of a roadway providing pedestrian and vehicular access to and from the Subject Parcel. The Subject

Parcel and the Roadway Easement are shown on the drawing attached as Exhibit C hereto.

1.2 Partial Termination of Roadway Easement. The Roadway Access Easement shall continue in force until the recording of the Plat at which time the Roadway Access Easement shall automatically terminate as and to the extent reasonably replaced by a dedicated roadway established by the Plat. The remainder of the Roadway Access Easement shall continue in force. The Improvement District agrees to execute and deliver such documents as Leucadia may reasonably request for the purpose of partially terminating the Roadway Access Easement of record.

1.3 Covenants Run With the Land. Except to the extent terminated pursuant to Paragraph 1.2, the Roadway Access Easement: (a) shall constitute a covenant running with the land; (b) shall burden the lands described on Exhibit B and be binding upon every person having any fee, leasehold or other interest therein; and (c) shall benefit the Subject Parcel.

2. GENERAL

2.1 Notices. All notices and other communications with respect to this Easement Agreement shall be in writing and shall be sufficient for all purposes if personally delivered, or sent by certified or registered U.S. mail, return receipt requested, postage prepaid, and addressed to the respective party at the fax number and address set forth below or at such other address as such party may hereafter designate by written notice to the other parties as herein provided.

To the Improvement District: Stansbury Park Improvement District
10 Plaza
Stansbury Park, Utah 84770

To Leucadia: Leucadia Financial Corporation
529 East South Temple
Salt Lake City, Utah 84111
Attn: _____

If personally delivered, notices and other communications under this Easement Agreement shall be deemed to have been given and received and shall be effective when personally delivered. If sent by fax and mail in the form specified in this section, notices and other communications under this Easement Agreement shall be deemed to have been given and received and shall be effective when faxed and deposited in the U.S. Mail, whichever shall first occur.

2.2 Entire Agreement. This Easement Agreement (including the exhibits attached hereto) constitutes the entire agreement between the parties hereto relative to the subject matter hereof. This Easement Agreement may not be amended or modified except in writing executed by the parties hereto.

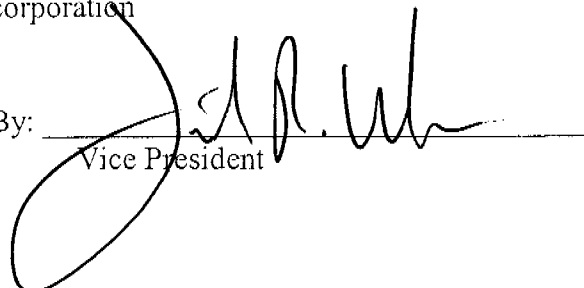
2.3 Interpretation. This Easement Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the day and year first above written.

LEUCADIA FINANCIAL CORPORATION, a Utah corporation

By: _____

Vice President



STANSBURY PARK IMPROVEMENT DISTRICT

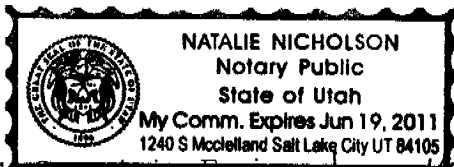
By: _____

Its: _____

Pat B
Manager

STATE OF UTAH)
 : SS
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me on the 29th day of ~~October~~ December, 2009, by Justin R. Wheeler, the Vice President of Leucadia Financial Corporation.



My Commission Expires: ~~October 1, 2011~~ 2011

Natalie Nicholson
Notary Public
Residing at Salt Lake City, Utah

STATE OF UTAH)
 : SS
COUNTY OF Wasatch)

The foregoing instrument was acknowledged before me on the 12 day of ~~October~~ January, ²⁰¹⁰ ~~2009~~, by Brett Palmer, the Manager of the Stansbury Park Improvement District.

My Commission Expires:
Feb. 7, 2012

Marilyn W Mann
Notary Public
Residing at 10 Plaza, Stansbury UT 84074

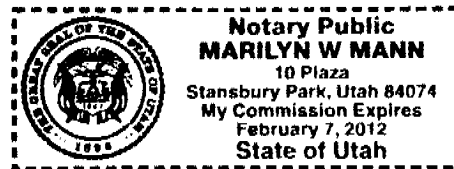


EXHIBIT A
TO
EASEMENT AGREEMENT

Subject Parcel

The following Parcel situation in Tooele County, Utah:

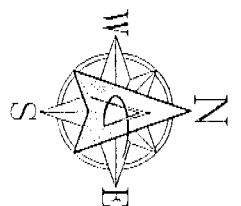
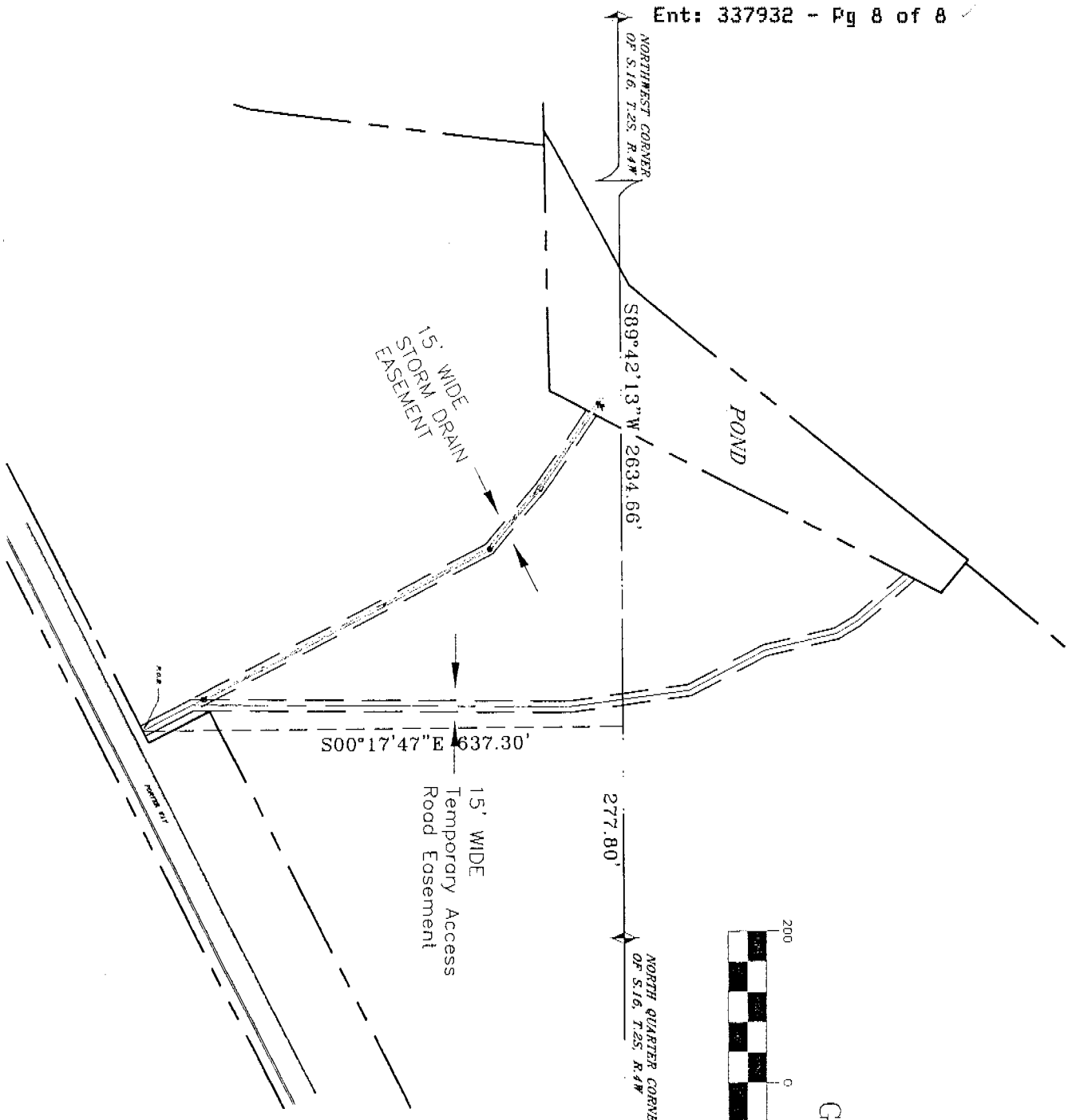
Tax Parcel No. 5-34-73
5-34-20
5-27-23

EXHIBIT B
TO
EASEMENT AGREEMENT

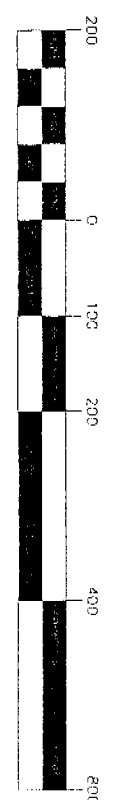
Roadway Access Easement

EXHIBIT C
TO
EASEMENT AGREEMENT

Drawing



GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

Exhibit 'B' & 'C'

Temporary Access Road Easement
A 15' FOOT WIDE EASEMENT BEING OFFSET 7.5' FEET EITHER SIDE OF THE BELOW DESCRIBED CENTERLINE AND EXTENDED AND/OR TRUNCATED AT THE NORTH PROPERTY LINES OF SKYVIEW ESTATES AND THE SOUTH R.O.W. OF PORTERWAY

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°42'13" WEST 277.80 FEET; THENCE SOUTH 00°17'47" EAST 537.30 FEET TO A POINT ON THE NORTH LINE OF PORTER WAY AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; RUNNING THENCE NORTH 27°02'08" WEST 74.41 FEET; THENCE NORTH 03°13'33" EAST 501.21 FEET; THENCE NORTH 72°43'33" WEST 150.81; THENCE NORTH 27°28'49" WEST 110.99 FEET; THENCE NORTH 12°32'50" WEST 97.90 FEET; THENCE NORTH 29°58'44" WEST 32.64 FEET; THENCE NORTH 38°55'58" WEST 89.09 FEET TO A POINT ON THE NORTH LINE OF SKYVIEW ESTATES AND THE END OF THIS DESCRIPTION.

<p>DATE: 07/11/08 BY: JLM</p>	<p>DATE: 07/11/08 BY: JLM</p>	<p>DATE: 07/11/08 BY: JLM</p>	<p>DATE: 07/11/08 BY: JLM</p>
<p>CLIENT: LEE/CORRA FINANCIAL</p>	<p>DATE: 07/11/08 BY: JLM</p>	<p>DATE: 07/11/08 BY: JLM</p>	<p>DATE: 07/11/08 BY: JLM</p>
<p>Ward Engineering Group Planning • Engineering • Surveying</p>	<p>FOR: LEE/CORRA FINANCIAL</p>	<p>FOR: LEE/CORRA FINANCIAL</p>	<p>FOR: LEE/CORRA FINANCIAL</p>
<p>SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN</p>	<p>DATE: 07/11/08 BY: JLM</p>	<p>DATE: 07/11/08 BY: JLM</p>	<p>DATE: 07/11/08 BY: JLM</p>