

**EASEMENT AGREEMENT**

This Easement Agreement ("Easement Agreement") is entered into by and between MONEVES BOREN ("Boren"), and ARTHUR F. JEPPERSON, RICHARD V. RUSSELL AND ESTELLA M. RUSSELL, TRUSTEES OF THE RICHARD V. RUSSELL AND ESTELLA M. RUSSELL FAMILY TRUST, KEVIN L. ANDERSON AND KASIE L. ANDERSON, THOMAS L. MACKAY AND JUDY MACKAY, DEHOYOS ENTERPRISES-WALLSBURG CABIN, LLC, and LLOYDONNA FULLMER ("Owners of the Specified Properties").

WHEREAS, Boren is the owner of certain real property located in the Wallsburg area of Wasatch County, Utah, as more fully described on Exhibit A attached hereto ("the Boren Property"); and

WHEREAS, the Owners of the Specified Properties are the owners of certain parcels of real property located near the Boren Property as more fully described on Exhibit B attached hereto ("Specified Properties"); and

WHEREAS, Boren and the Owners of the Specified Properties desire to enter into this Easement Agreement to allow the Owners of the Specified Properties to travel across the Boren Property to access the Specified Properties subject to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual promises and obligations contained herein, the sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Boren hereby grants to the Owners of the Specified Properties an appurtenant and perpetual easement to allow the Owners of the Specified Properties to access the Specified Properties by traveling across the Boren Property on the terms and conditions contained in this Easement Agreement. The location of the easement shall be the same location across which the Owners of the Specified Properties have been traveling to access the Specified Properties prior to the execution of this Easement Agreement; provided, however, that Boren shall be allowed to relocate the easement elsewhere on the Boren Property, at any time, in her discretion so long as Boren pays for all costs of constructing and relocating said easement and the relocation preserves safe and reasonable access to the Specified Properties.

2. The Owners of the Specified Properties agree, for themselves and for their real property successors in interest, to bear the responsibility and expense of maintaining the route of travel in a safe, clean, and attractive condition, including snowplowing, and further, to maintain and repair the travel surface and shoulders thereof as necessary to preserve the same in good condition on a perpetual basis. The Owners of the Specified Properties agree to use only gravel or dirt to conduct any maintenance or repair to the travel surface or shoulders thereof. Furthermore, the Owners of the Specified Properties agree that they will not improve the travel surface and shoulders thereof in any fashion, including but not limited to, paving the travel surface, laying down crushed asphalt or slag on the travel surface, or oiling the travel surface;

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provided, however, that any such material that may already be in place currently on the travel surface shall be allowed to remain.

The Owners of the Specified Properties also agree to install and maintain culverts, ditches, and drainage devices as necessary to protect and preserve the easement location, the Boren Property, and the surrounding vicinity from damage due to water runoff from the easement location, and to repair or replace any such damage caused, whether such damage occurred previously or occurs in the future. Prior to the installation of any culvert, ditch, or drainage device on or affecting the Boren Property, the Owners of the Specified Properties agree to present their installation proposal to the owner of the Boren property for review and approval, which approval shall not be unreasonably withheld.

Specifically, the Owners of the Specified Properties agree to install culvert(s) as necessary and to re-grade the surface of the ground in order to prevent water runoff from the Fullmer property from flowing onto the Boren Property, and to cause said runoff to flow under the road which begins at the Boren Property boundary line and proceeds onto the Specified Properties. Prior to the installation of any culvert or the re-grading of the surface of the ground, the Owners of the Specified Properties agree to present their installation proposal to the owner of the Boren property for review and approval, which approval shall not be unreasonably withheld. The installation of culvert(s) and re-grading required in this paragraph shall be completed within ninety (90) days of the execution of this Easement Agreement.

3. The Owners of the Specified Properties agree not to cause damage to the Boren Property by the use or existence of the easement, other than normal wear and tear (which normal wear and tear is subject to the maintenance obligations contained in paragraph 2 above), and to repair and/or replace any such damage they may cause.

4. The Owners of the Specified Properties agree that they will use the easement granted by Boren in this Easement Agreement only to access their property, and for no other reason. The Owners of the Specified Properties agree, to the extent it is within their control, not to allow any persons or parties other than owners of the Specified Properties, and their invited family members and guests who need to access the Specified Properties, to use the easement.

5. Boren agrees to allow the Owners of the Specified Properties to place and leave no more than two trash cans per specified property on the Boren Property at the end of the public road maintained by Wasatch County for up to 24 hours before and after each collection of trash by Wasatch County. The Owners of the Specified Properties agree to remove the trash cans from the Boren Property so that the trash cans will not be there at other times. The Owners of the Specified Properties agree to move the current trash can collection area, including the trash can enclosure, six (6) feet further back from the roadway towards the northwest within 45 days of the execution of this Easement Agreement. The Owners of the Specified Properties agree to pick up any trash that may fall out of, or blow from, their trash cans onto the Boren Property.

6. Arthur F. Jepperson agrees that the gate in the fenceline between his property and the Boren Property will not be used as an entrance for vehicular traffic onto the Boren Property.

7. The easement granted herein shall run with the land, both as to the property benefited and the property burdened, and shall be appurtenant to all said land.

8. This Easement Agreement may be executed in any number of counterparts, provided each counterpart is identical in its terms. Each such counterpart, when executed and delivered will be deemed to be an original, and all such counterparts shall be deemed to constitute one and the same instrument.

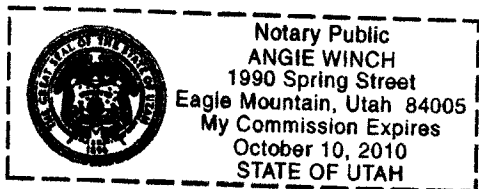
AGREED TO BY:

MONEVES BOREN:

Moneves Boren (signature)

Date: 8-3-07

ACKNOWLEDGED before me this 3rd day of August, 2007 by Moneves Boren.

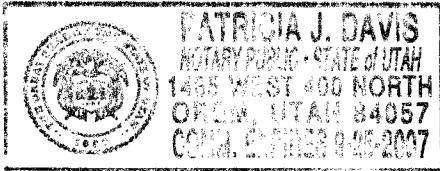


Angie Winch  
NOTARY PUBLIC

ARTHUR F. JEPPELSON:

Arthur F. Jepperson (signature)  
Date: 7/25/2007

ACKNOWLEDGED before me this 25 day of July, 2007 by Arthur Jepperson.



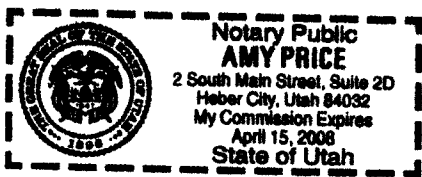
Patricia J. Davis  
NOTARY PUBLIC

RICHARD V. RUSSELL, TRUSTEE:

Richard V. Russell (signature)

Date: 8/1/07

ACKNOWLEDGED before me this 1 day of August, 20 07 by Richard Russell.



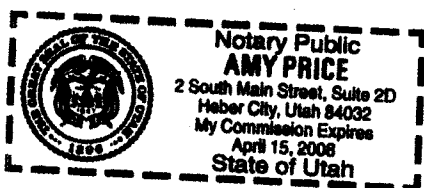
[Signature]  
NOTARY PUBLIC

ESTELLA M. RUSSELL, TRUSTEE:

Estella M. Russell (signature)

Date: 8-1-07

ACKNOWLEDGED before me this 1 day of August, 20 07 by Estella Russell.

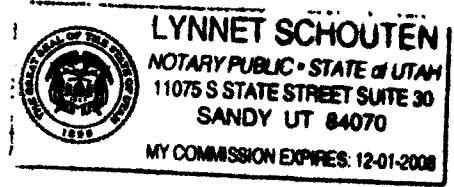


[Signature]  
NOTARY PUBLIC

KEVIN L. ANDERSON:

Kevin Anderson (signature)

Date: 8/2/07



ACKNOWLEDGED before me this 2<sup>ND</sup> day of August, 20 07 by Kevin Anderson.

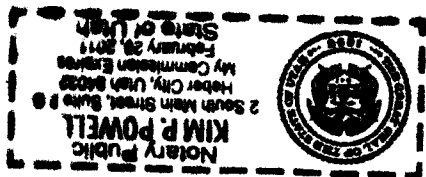
Lynnet Schouten  
NOTARY PUBLIC

KASIE L. ANDERSON:

Kasie Anderson (signature)

Date: 8-3-07

ACKNOWLEDGED before me this 3<sup>rd</sup> day of August, 20 07 by Kasie Anderson



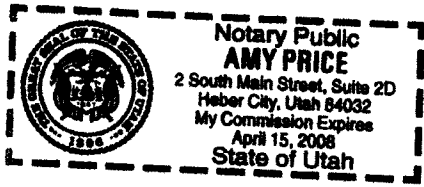
Kim P. Powell  
NOTARY PUBLIC

THOMAS L. MACKEY:

Thomas L Mackey (signature)

Date: 8-1-07

ACKNOWLEDGED before me this 1 day of August, 2007 by Thomas Mackey



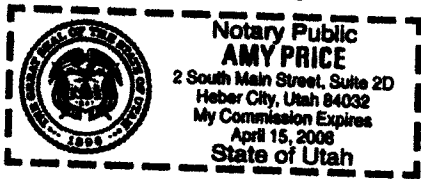
[Signature]  
NOTARY PUBLIC

JUDY MACKEY:

Judy Mackey (signature)

Date: 8-1-07

ACKNOWLEDGED before me this 1 day of August, 2007 by Judy Mackey



[Signature]  
NOTARY PUBLIC

DEHOYOS ENTERPRISES-WALLSBURG CABIN, LLC:

Benjamin de Hoyos (signature)  
Date: August 7/07

ACKNOWLEDGED before me this 8<sup>th</sup> day of August, 2007 by Benjamin de Hoyos.

Brandon Robinson  
NOTARY PUBLIC



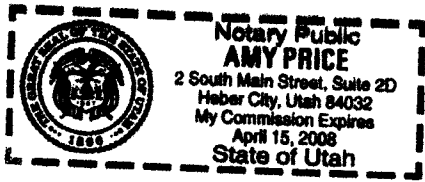


LLOYDONNA FULLMER:

Lloydonna Fullmer (signature)

Date: 8/22/07

ACKNOWLEDGED before me this 22 day of August, 2007 by Lloydonna Fullmer



Amy Price  
NOTARY PUBLIC

## EXHIBIT A

## Boren Property

PARCEL 1:

BEGINNING at a point 10.95 chains North and 10.16 chains West from the Southeast corner of Section 18, Township 5 South, Range 5 East of the Salt Lake Meridian (said beginning point being identical with the Southeast corner of land belonging to Samuel L. Boren), and running thence along the Southwesterly line of the lands belonging to said Samuel L. Boren North 58° West 16 chains, more or less, to the Southeasterly line of lands of said Samuel L. Boren; thence South 32° West 3.75 chains; thence South 58° East 16 chains, more or less, to a point South 32° West of the place of beginning; thence North 32° East 3.75 chains to the place of beginning.

PARCEL 2:

BEGINNING at a point 19.68 chains North and 28.82 chains West from the Southeast corner of Section 18, Township 5 South of Range 5 East of the Salt Lake Meridian; thence South 32° West 7.71 chains; thence South 58° East 20.30 chains; thence North 32° East 6.64 chains; thence North 53° West 16 chains; thence North 32° East 1.2 chains; thence North 58° West 4.50 chains to the place of beginning.

PARCEL 3:

COMMENCING at the Southwest corner of the Southeast quarter of the Northwest Quarter of Section 19 in Township 5 South, Range 5 East of the Salt Lake Meridian, and running thence South 11.60 chains; thence East 14.96 chains; thence North 11.60 chains; thence West 14.96 chains to the place of beginning.

PARCEL 4:

BEGINNING at the Southeast corner of the Northwest Quarter of Section 19, Township 5 South, Range 5 East of the Salt Lake Meridian, and running thence West 13 chains; thence North 31°30' East 22.91 chains; thence South 58°30' East 10 chains; thence South 31°30' West 6.28 chains; thence North 58°30' West 4.65 chains to quarter section line; thence South 11 chains to the place of beginning.

PARCEL 5:

BEGINNING 2.59 chains West of the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 19, Township 5 South, Range 5 East of the Salt Lake Meridian, and running thence West 10.18 chains to street; thence North 31°30' East 5.25 chains; thence South 57°30' East 8.75 chains to the place of beginning.

PARCEL 6:

BEGINNING at a point 13.0 chains West of the Southeast corner of the Northwest Quarter of Section 19, in Township 5 South of Range 5 East of the Salt Lake Meridian, and running thence West 7 chains; thence North 9.58 chains; thence North 31°30' East 12.59 chains; thence East 12.87 chains; thence South 31°30' West 23.83 chains to the place of beginning.

Excepting therefrom the following tract of land:

Commencing at a point 83 links West of the Northeast corner of the Southeast quarter of the Northwest quarter of Section 19 in Township 5 South Range 5 East of Salt Lake Meridian; and running thence West 1.76 chains; thence South 58°30' East 1.50 chains; thence North 31°30' East 91 links to the place of beginning.

EXHIBIT A continued

Also

BEGINNING North 1'01' East 60 feet from the Southeast corner of Lot 4, Block 112, Heber Survey; thence North 1'01' East 64.32 feet; thence North 88°58' West 253.5 feet; thence North 1'01' East 75 feet; thence North 88°58' West 16.5 feet; thence South 1'01' West 91.5 feet; thence South 88°58' East 70.68 feet; thence South 1'01' West 107.82 feet; thence South 88°58' East 89.32 feet; thence North 1'01' East 60 feet; thence South 88°58' East 110 feet to the beginning.

TOGETHER with all improvements thereon and appurtenances thereunto belonging.

Including 1/2 share of the Capital stock of the Wasatch Irrigation Company.

OWC - 2566

OWC - 2561

## EXHIBIT B

Jepperson Property

BEGINNING AT A POINT EAST ALONG THE SECTION LINE 21.12 FEET AND SOUTH 15 DEGREES 30 MINUTES EAST ALONG A FENCE LINE 1126.56 FEET (RECORD: 1134.41 FEET) AND SOUTH 62 DEGREES 30 MINUTES EAST 320.50 FEET (RECORD: 330 FEET) FROM THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 5 EAST OF THE SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE NORTH 20 DEGREES 00 MINUTES EAST 865 FEET; THENCE SOUTH 54 DEGREES 04 MINUTES EAST 425.67 FEET; THENCE SOUTH 31 DEGREES 30 MINUTES WEST 608.4 FEET; THENCE SOUTH 58 DEGREES 30 MINUTES EAST 633.4 FEET; THENCE NORTH 37 DEGREES 38 MINUTES 14 SECONDS EAST 935.36 FEET; THENCE SOUTH 58 DEGREES 30 MINUTES EAST 33.33 FEET; THENCE SOUTH 31 DEGREES 30 MINUTES WEST 200 FEET; THENCE NORTH 58 DEGREES 30 MINUTES WEST 30.1 FEET; THENCE SOUTH 37 DEGREES 38 MINUTES 14 SECONDS WEST 878.81 FEET (RECORD: 887.5 FEET); THENCE NORTH 62 DEGREES 30 MINUTES WEST 896.80 FEET (RECORD: 908 FEET) TO THE PLACE OF BEGINNING.

Together with a Right of Way over the following described tract of land: BEGINNING at a point which is East 21.12 feet and South 15 degrees 30 minutes East 1134.41 feet and South 62 degrees 30 minutes East 330 feet from the Southwest corner of Section 18, Township 5 South of Range 5 East of the Salt Lake Base and Meridian; and running thence South 31 degrees 47 minutes West 37.5 feet; thence South 62 degrees 30 minutes East 908.0 feet; thence North 37 degrees 38 minutes 14 seconds East 887.50 feet; thence South 58 degrees 30 minutes East 30.1 feet; thence North 31 degrees 31 minutes East 300 feet; thence North 58 degrees 30 minutes West 33.33 feet; thence South 37 degrees 38 minutes 14 seconds West 950.0 feet; thence North 62 degrees 30 minutes West 874.70 feet to the place of beginning.

OWC-2558

Russell Property

BEGINNING at the Southwest Corner of Section 18, Township 5 South, Range 5 East, Salt Lake Base and Meridian, and thence South a distance of 1432.76 feet and East a distance of 830.65 feet to the point of beginning.  
Thence South 31°47'00" West a distance of 444.242 feet.  
Thence South 62°30'00" East a distance of 200.275 feet.  
Thence North 31°47'00" East a distance of 444.242 feet.  
Thence North 62°30'00" West a distance of 200.275 feet to the point of beginning.

OWC - 2559-3

Also

Beginning East 327.11 feet and South 1627.56 feet from the Northwest Corner of Section 19, Township 5 South, Range 5 East, Salt Lake Base and Meridian; thence East 713.13 feet; thence South 31°47' West 1109.14 feet; thence North 89°35'30" West 720 feet; thence North 31°47' East 1112.16 feet to point of beginning

but less and excepting therefrom the following parcel

BEGINNING at the Southwest Corner of Section 18, Township 5 South, Range 5 East, Salt Lake Base and Meridian, and thence South a distance of 2178.705 feet and East a distance of 141.50 feet to the point of beginning.  
Thence South 31°47'00" West a distance of 459.66 feet  
Thence North 89°35'30" East a distance of 228.06 feet  
Thence North 31°47'00" East a distance of 459.66 feet  
Thence South 89°25'30" West a distance of 228.06 feet to the point of beginning

DWC - 2565-1

Anderson Property

BEGINNING at a point which is South 1521.23 feet and East 1010.78 feet from the Southwest Corner of Section 18, Township 5 South, Range 5 East, Salt Lake Base and Meridian; thence South 62°30'00" East 220.82 feet; thence South 31°47'00" West 465.45 feet; thence North 58°13'00" West 220.20 feet; thence North 31°47'00" East 448.96 feet to the point of beginning.

TOGETHER with the following right of way and easement over the following:

COMMENCING South 1612.43 feet and East 1185.98 feet from the Southwest Corner of Section 18, Township 5 South, Range 5 East, Salt Lake Base and Meridian; thence South 62°30' East 297.232 feet; thence North 31°30' East 535.83 feet; thence South 58°30' East 30.1 feet; thence South 31°30' West 563.71 feet; thence North 62°30' West 327.55 feet; thence North 31°47' East 30 feet to the point of beginning.

OWC-7559

Mackey Property

COMMENCING East along the Section Line 21.12 feet and South 15°30' East along a fence line 660.81 feet from the Southwest Corner of Section 18, Township 5 South, Range 5 East, Salt Lake Base and Meridian; thence North 64°00' East 666.82 feet; thence South 54°04' East 112.67 feet; thence South 13°00' West 877.92 feet; thence South 62°30' East 880.93 feet; thence North 37°38'14" East 884.64 feet; thence South 58°30' East 30.1 feet; thence South 31°30' West 200 feet; thence North 58°30' West 30.1 feet; thence South 35°30' West 715.68 feet; thence North 62°30' West 1255.88 feet; thence North 31°47' East 37.5 feet; thence North 15°30' West 473.6 feet to the point of beginning.

OWC- 7560

De Hoyos Property

Section 19, Township 5 South, Range 5 East, Salt Lake Base and Meridian: BEGINNING at a point East along the Section line 21.12 feet and South 15°30' East along a fence line 1134.41 feet and South 31°47' West 37.5 feet from the Southwest Corner of Section 18, Township 5 South, Range 5 East, Salt Lake Base and Meridian, and running thence South 62°30' East 1265 feet; thence North 36°30' East 717 feet; thence South 58°30' East 30.1 feet; thence South 31°30' West 200 feet; thence North 58°30' West 30.1 feet; thence South 31°30' West 540 feet; thence North 62°30' West 719.9 feet; thence South 31°47' West 230.863 feet; thence West 713.132 feet; thence North 31°47' East 591.181 feet to the point of beginning.

OWC-2556



Fullmer Property

OWC-  
2559-2

BEGINNING AT A POINT SOUTH 1521.23 FEET, EAST 1010.78 FEET, SOUTH 62 DEGREES 30 MINUTES 00 SECONDS EAST 220.82 FEET, AND SOUTH 31 DEGREES 47 MINUTES 00 SECONDS WEST 465.45 FEET FROM THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE EAST 334.38 FEET; THENCE NORTH 18.90 FEET; THENCE NORTH 31 DEGREES 30 MINUTES 00 SECONDS EAST 297.59 FEET; THENCE SOUTH 6 DEGREES 30 MINUTES 00 SECONDS EAST 33.53 FEET; THENCE NORTH 31 DEGREES 30 MINUTES 00 SECONDS EAST 540.00 FEET; THENCE SOUTH 58 DEGREES 30 MINUTES 00 SECONDS EAST 30.10 FEET; THENCE SOUTH 31 DEGREES 30 MINUTES 00 SECONDS WEST 815.48 FEET; THENCE SOUTH 554.89 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 30 WEST 402.35 FEET; THENCE NORTH 551.31 FEET TO THE POINT OF BEGINNING.

also

OWC-  
2565-2

BEGINNING at the Southwest Corner of Section 18, Township 5 South, Range 5 East, Salt Lake Base and Meridian, and thence South a distance of 2178.705 feet and East a distance of 141.40 feet to the point of beginning.  
Thence South 31°47'00" West a distance of 459.66 feet  
Thence North 39°35'30" East a distance of 228.06 feet  
Thence North 31°47'00" East a distance of 459.66 feet  
Thence South 89°25'30" West a distance of 228.06 feet to the point of beginning.

also

OWC-  
2559-4

BEGINNING South a distance of 1521.23 feet and East a distance of 1010.78 feet and South 62°30'00" East a distance of 220.82 feet from the Southwest corner of Section 18, Township 5 South, Range 5 East, salt Lake Base and Meridian; thence South 62°30'00" East a distance of 273.65 feet; thence South 31°30'00" West a distance of 293.80 feet; thence South a distance of 18.80 feet; thence West a distance of 334.38 feet; thence North 31°47'00" East a distance of 465.45 feet to the point of beginning.