

When recorded return to:

Craig Sargent
315 Old Farm Lane
Coalville, UT 84017

ENTRY NO. 01109397

04/19/2019 02:21:24 PM B: 2505 P: 0042

Easements PAGE 1/17

SUMMIT COUNTY, UTAH RECORDER

FEE 42.00 BY CRAIG SARGENT



AGRICULTURAL ACCESS EASEMENT AGREEMENT

This Agricultural Access Easement Agreement (this "*Agreement*") is entered into this 17 day of April, 2019 by and between OSIRIS, L.L.C., a Utah limited liability company, of 245 N Mesa View, Leeds, UT 84746 (herein "*Grantor*") and CDJN, LC, a Utah limited liability company, of 315 Old Farm Lane, Coalville, UT 84017 (herein "*Grantee*").

RECITALS:

A. Grantor is the owner of certain real property (the "*CamperWorld Property*") located in Summit County, State of Utah, and more particularly described on Exhibit A which is attached hereto and incorporated herein by this reference, upon which Grantor operates a recreational vehicle and camping facility known as Echo Island Ranch.

B. Grantee is the owner of certain real property (the "*Grantee Property*") situated in close proximity and/or adjacent to Grantor's real property, also located in Summit County, State of Utah, and more particularly described on Exhibit B which is attached hereto and incorporated herein by this reference, upon which Grantee pastures and feeds livestock (cows, bulls, horses, etc.) and grows and harvests hay.

C. Grantee wishes year-round use, traverse and travel, in vehicles, ATVs, UTVs, trailers and farm equipment, of, over and upon a certain winding roadway through the CamperWorld Property (the "*Roadway*"), which is depicted on Exhibit C attached hereto and incorporated herein by this reference, for access to and from Grantee's real property and animals from and to the county road known as 500 West, Coalville. No survey or legal description is available for said Roadway.

D. Grantor and Grantee desire to establish a non-exclusive, perpetual easement over the Roadway for the benefit of Grantee, and for the specific purposes and uses set forth herein.

WITNESSETH:

NOW THEREFORE in consideration of the sum of \$10.00 and other good and valuable considerations, including the conveyance of approximately one acre of adjacent real property by Grantee to Grantor (the "*Consideration Acre*") as agreed to by the parties, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor hereby GRANTS AND CONVEYS to Grantee a non-exclusive, perpetual right-of-way and easement upon and over the Roadway for the limited uses and purposes set forth herein.

The parties hereto hereby further AGREE as follows:

1. Grant of Roadway Easement and Right-of-Way. Grantee shall have a non-exclusive, perpetual easement and right-of-way over the Roadway for ingress and egress to and from the county road known as 500 West, Coalville and Grantee's real property, for the limited purpose of agriculture-related access only, the scope of which shall remain in line with Grantee's historical agricultural use of the Roadway (the "*Easement*"). Grantor may relocate and/or reconfigure the Roadway (and thereby the location of the Easement) from time to time as it sees fit, without the consent of Grantee or its owners.

2. Reservation of Rights. Grantor reserves to itself and its tenants, successors and assigns the right to cross over or under the Easement, to place or grant other easements along, across, or under the Easement, and to otherwise make improvements to the Easement, so long as those uses and improvements do not materially impair or diminish Grantee's use of the Easement.

3. Private Use. It is acknowledged by all parties hereto that the rights herein granted are for the private use and benefit of Grantee or subsequent owners of Grantee's property and not for the general use or benefit of the public and shall be deemed in all respects to be private and not public rights. Further, the Easement granted hereby shall be exclusively for and strictly limited to Grantee's agricultural activities upon the Grantee Property.

4. Indemnity – Damages. Grantee agrees to indemnify and hold Grantor harmless against any claim, loss, damage, expense (including, without limitation, attorneys' fees and costs), liability and/or judgment suffered by Grantor resulting from the use of the Easement by Grantee or its owners, agents or employees.

5. Survey of Conveyed Real Property to Grantor. The parties hereto agree that the Special Warranty Deed which is depicted on Exhibit D (Consideration Acre) and Quit Claim Deed which is depicted on Exhibit E (Overlap Parcel) shall be executed by the Grantee and recorded at Summit County Recorder office by the Grantee within 10 days of signing this agreement. Any survey cost for this Consideration Acre as well as the Overlap Parcel will be paid by the Grantor.

6. Successors in Interest. The terms, conditions and provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, trustees, successors and assigns of the parties hereto.

7. No Partnership. The parties hereto do not by this Agreement, or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

8. Governing Law; Recitals Incorporated. This Agreement will be construed and enforced under the laws of the State of Utah. The above recitals are hereby incorporated into and shall constitute a part of this Agreement.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subjects contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement will be binding unless in writing and executed by each party and recorded in the records of the Summit County Recorder.

10. Counterparts. This Agreement may be executed in many counterpart originals, each of which will be deemed an original instrument for all purposes, but all of which will comprise the same instrument.

[Signature pages follow]

GRANTEE:

CDJN, LC, a Utah limited liability company

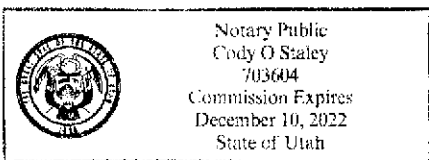
By: [Signature]
Name: Craig J Sargent
Its: Officer

By: [Signature]
Name: Jeff Sargent
Its: Officer

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On the 18 day of April, 2019, personally appeared before me Craig Sargent & Jeff Sargent, who being by me duly sworn did say that he/they is/are Member(s), of CDJN, LC, a Utah limited liability company and that the foregoing instrument was signed on behalf of said company by authority of a resolution of its Members, and he/they also acknowledged to me that said company executed the same.

[Signature]
Notary Public



STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On the 18 day of April, 2019, personally appeared before me Craig Sargent & Jeff Sargent, who being by me duly sworn did say that he/they is/are Member(s), of CDJN, LC, a Utah limited liability company and that the foregoing instrument was signed on behalf of said company by authority of a resolution of its Members, and he/they also acknowledged to me that said company executed the same.

[Signature]
Notary Public

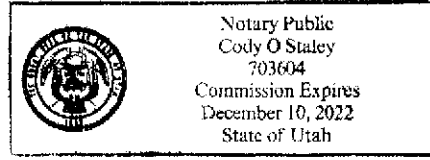


EXHIBIT A

Legal Description of CamperWorld Property (Burdened)

A survey of the existing, as possessed boundaries of a parcel of land in Section 17, Township 2 North, Range 5 East, Salt Lake Base and Meridian described as follows:

A part of Section 17, Township 2 North, Range 5 East, Salt Lake Base and Meridian.

Beginning at a point which is 1055 feet South 9°41' East and 1472.6 feet South 46°03.3' East from the Northwest corner of the said Section 17 (said point of beginning is an existing fence corner); thence South 88°34' East 1199.2 feet along an existing fence; thence North 79°43' East 197.6 feet along an existing fence; thence South 0°46' East 304.3 feet along a deed line; thence North 79°34' East 438.5 feet along an extension of the remnants of an old fence line; thence North 85°41' East 1216.3 feet along the remnants of an old fence, to a point of intersection with the Southwesterly right of way line of a Freeway known as Project No. 80-4; thence South 28°45' East 3.8 feet along the said right of way to a brass right of way marker 194.0 feet radially distance Southwesterly from the Centerline of the East bound lane of the said project, at Engineers Station 1020+00; thence Southerly on the said right of way line 473.5 feet along the arc of a 15,432.12 foot radius curve to the right, to a point of intersection with an old existing boundary fence (bearing of the long chord of said arc in South 23°42.5' East); thence ten (10) courses along the said existing boundary fence, to wit; South 85°14' West 731.7 feet; thence South 77°19' West 61.6 feet; thence South 85°23' West 190.3 feet; thence South 87°211' West 450.4 feet; thence South 86°45' West 190.3 feet; thence South 88°22' West 382.9 feet. Thence North 89°53' West 481.3 feet; thence North 72.7 feet; thence North 89°04' West 579.7 feet; thence North 15°34' West 637.4 feet to the point of beginning.

Beginning at a point on an existing fence which is 1055 feet South 9°41' East 1472.6 feet South 46°03'03" East, 1199.2 feet South 88°34' East and 197.6 feet North 79°34' East from the Northwest corner of Section 17, Township 2 North, Range 5 East, Salt Lake Base and Meridian, and running thence South 0°46' East 304.3 feet along a deed line; thence North 79°34' East 438.5 feet along the extension of the remnants of an old fence line; thence North 85°41' East 116.0 feet along the remnants of an old fence line; thence North 17°41' East 204.9 feet; thence North 0°46' West 103.1 feet to an existing fence; thence along an existing fence and the Southerly line of the Donald G. Helen Theriot parcel the following courses South 85°30' West 23.5 feet; thence South 84°54' West 287.6 feet; thence South 79°43' West 23.5 feet; thence South 84°54' West 287.6 feet; thence South 79°43' West 306.8 feet to the point of beginning.

Situate in Summit County, State of Utah

EXHIBIT B

Legal Description of Grantee Property (Benefitted)

Beginning 78 Rods North of Southeast corner of the Southwest quarter of Section 17, Township 2 North, Range 5 East, Salt Lake Meridian; thence West Rods; North 82 Rods, East 160 Rods; South 82 Rods to beginning. Contains 82 acres/less 9.68 acres in Coalville townsite (Parcel No. CT-377-A) balance out of town. 72.32 acres.

EXHIBIT C

Depiction of Roadway Easement

CamperWorld
Echo Island

Google

EXHIBIT D

Consideration Acre Special Warranty Deed

When recorded mail document and tax notices
to:

OSIRIS, L.L.C.
PO Box 4561352
Leeds, UT 84746

Parcel No(s). CT 430

SPECIAL WARRANTY DEED

CDJN, LC, a Utah limited liability company ("Grantor"), whose address is 315 Old Farm Lane, Coalville, UT 84017, hereby conveys and warrants against all who claim by, through or under Grantor, to OSIRIS, L.L.C., a Utah limited liability company ("Grantee"), whose address is 245 North Mesa View Dr, Leeds, UT 84746, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the real property located in Summit County, State of Utah, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property");

TOGETHER WITH (a) all buildings, fixtures and improvements thereon, if any, and (b) any and all rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges, rights and appurtenances benefiting, appertaining or belonging to the Property; and

SUBJECT TO taxes for the year 2019 and thereafter, all existing easements, rights of way, encumbrances (including unrecorded leases), and other matters of record on file with the office of the Summit County Recorder.

WITNESS the hand of said Grantor this 11TH day of APRIL, 2019.

GRANTOR:

CDJN, LC, a Utah limited liability company

By: Jeffrey L Sargent
Name: JEFF SARGENT
Its: OFFICER

By: Craig J Sargent
Name: CRAG J SARGENT
Its: OFFICER

[Acknowledgments Follow]

EXHIBIT A

Legal Description of Property

Real Property located in Summit County, State of Utah, more particularly described as follows:

BEGINNING AT A POINT ON AN EXISTING BOUNDARY FENCE, SAID POINT BEING SOUTH 00°29'46" EAST, 100.44 FEET ALONG THE SECTION LINE AND SOUTH 89°53'00" EAST, 2205.00 FEET FROM THE WEST 1/4 CORNER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG AN EXISTING BOUNDARY FENCE IN THE FOLLOWING TWO (2) COURSES: SOUTH 89°53'00" EAST, 220.69 FEET; THENCE NORTH 88°22'00" EAST, 79.35 FEET; THENCE SOUTH 04°00'00" WEST, 80.00 FEET; THENCE SOUTH 65°27'18" WEST, 329.65 FEET; THENCE NORTH 01°27'00" EAST, 215.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRES MORE OR LESS.

EXHIBIT E

Overlap Parcel Quit Claim Deed

When recorded mail document and tax notices
to:

OSIRIS, L.L.C.
PO Box 4561352
Leeds, UT 84746

Parcel No(s). CT-436

QUIT CLAIM DEED

CDJN, LC, a Utah limited liability company ("Grantor"), whose address is 315 Old Farm Lane, Coalville, UT 84017, hereby conveys and warrants against all who claim by, through or under Grantor, to OSIRIS, L.L.C., a Utah limited liability company ("Grantee"), whose address is 245 North Mesa View Dr, Leeds, UT 84746, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the real property located in Summit County, State of Utah, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property");

TOGETHER WITH (a) all buildings, fixtures and improvements thereon, if any, and (b) any and all rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges, rights and appurtenances benefiting, appertaining or belonging to the Property; and

SUBJECT TO taxes for the year 2019 and thereafter, all existing easements, rights of way, encumbrances (including unrecorded leases), and other matters of record on file with the office of the Summit County Recorder.

WITNESS the hand of said Grantor this 15th day of APRIL, 2019.

GRANTOR:

CDJN, LC, a Utah limited liability company

By: Jeffery Sargent
Name: Jeff Sargent
Its: Officer

By: Craig Sargent
Name: Craig Sargent
Its: Officer

[Acknowledgments Follow]

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