

WHEN RECORDED, RETURN TO:

Wohali Partners LLC
5499 South Woodcrest Drive
Holladay, Utah 84117
Attn: David P. Boyden

ENTRY NO. 01136110

07/07/2020 02:25:27 PM B: 2581 P: 1150

Easements PAGE 1/18

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 40.00 BY WOHALI PARTNERS LLC



Parcel Nos. NS-349-A, NS-349-B,
CT-285-A, CT-446, CT-448

Space Above Line for Recorder's Use

ACCESS & UTILITY EASEMENT AGREEMENT

THIS ACCESS AND UTILITY EASEMENT AGREEMENT ("Agreement") is made and entered into JULY 1ST, 2020 (the "Effective Date"), by and among **THOMAS D. REES** and **EVA MILLER** (f/k/a Eva Rees) (collectively, "Grantor"), and **WOHALI PARTNERS LLC**, a Utah limited liability company (the "Grantee"). Grantor and Grantee are sometimes referred to individually as a "Party" and collectively as the "Parties."

A. Grantor is the owner of those certain parcels of real property located in Summit County, Utah (collectively, the "Grantor Property"), more particularly described on the attached **Exhibit A**.

B. Grantee is the owner of those certain parcels of real property located in Summit County, Utah (collectively, the "Grantee Property"), more particularly described on the attached **Exhibit B**.

C. The Parties have agreed to enter into this Agreement in order to provide access and utility use of the Access Easements and Utility Easement Area (defined below) for the benefit of the Grantee Property, in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Access Easement**. Grantor hereby conveys and grants to Grantee, its successors and assigns, the following perpetual, non-exclusive and continuous easements and rights-of-way over, upon, and across the Grantor Property: (a) Primary Access Road; (b) Secondary Access Road; (c) Temporary Construction Access Roads and (d) West Loop Access Road (collectively, the "Access Easements"), subject to the specific provisions set forth below in this Agreement. The Access Easements, with metes and bound descriptions are identified on **Exhibit C** attached hereto. The sole purpose and scope of the Access Easements are vehicular and pedestrian ingress and egress to and from the Grantee Property, and improvement and maintenance of the Access Easements. Subject to temporary closures for construction (including the Grantee construction described below), repair and maintenance, for traffic regulation and control, or to prevent public

dedication of the Access Easements (unless Grantor elects to dedicate the Access Easements as a public right-of-way), the Grantee agrees and covenants that its use of the Access Easements will not interfere with Grantor's use and enjoyment of the Access Easements or the Grantor Property, respectively. No Party will park vehicles or locate other obstructions or allow others to park vehicles or locate other obstructions, on the Access Easements or Utility Easement Area. For the sake of clarity, Wohali intends to use the Access Easements as a means of access to the Wohali Property as set forth in this Agreement.

2. **Primary Access Road.** The Primary Access Road shall be built to Coalville City standards but in no case shall exceed a width of (60) feet.

3. **Secondary Access Road.** The Secondary Access Road shall be installed with asphalt or other permanent surfacing, as required by Coalville City Code requirements. The Secondary Access Road right-of-way shall not exceed a width of fifty (50) feet wide, however, the road surfacing shall not exceed a width of twenty-four (24) feet. Use of the Secondary Access Road shall be strictly limited to emergency purposes only. Grantee shall install two (2) crash gates where indicated on **Exhibit C**, which sole purpose shall be to prohibit non-emergency ingress and egress vehicular and pedestrian access on the Secondary Access Road. The two crash gates shall be approved by the governing fire authority. Grantor shall retain all other non-exclusive rights on, over, under, and across the Secondary Access Road area, including the grazing of cattle and other farm activities, as further set forth in this Agreement.

4. **West Loop Access Road.** The West Loop Access Road shall be built to Coalville City standards but shall not exceed a width of (60) feet and shall enter into Summit County parcel NS-282 before entering onto Grantee's Property. Grantee is solely responsible for all discussions, and procurement of any necessary easements or agreements with the owner of Summit County parcel NS-282.

5. **Temporary Construction Access Roads.** Temporary Construction Access Road 1 and Temporary Construction Access Road 2 (collectively, the "**Temporary Construction Access Roads**") shall be installed with gravel or other all-weather road base only and without any permanent improvement surfacing, including but not limited to asphalt or concrete surfacing. The Temporary Construction Access Roads shall be used solely for construction purposes for ingress and egress vehicular and pedestrian access to the Grantee Property. Unless otherwise agreed to, in a signed writing by the Parties, and notwithstanding anything to the contrary in this Agreement, Grantee's use of Temporary Construction Access Road 1 shall terminate upon the later of (a) Grantee's completion of the "short course" golf facilities or (b) December 31, 2024. Grantee's use of Temporary Construction Access Road 2 shall only be for large-sized loads and shall be subject to Grantee obtaining Grantor's consent prior to each such use; provided, however, Grantor shall not unreasonably withhold, condition or delay its consent. Unless otherwise agreed to, in a signed writing by the Parties, and notwithstanding anything to the contrary in this Agreement, Grantee's use of Temporary Construction Access Road 2 shall terminate upon the later of (a) completion of development on the Grantee Property or (b) December 31, 2024. In no way shall Grantees use of the Temporary Construction Access Roads be determined to be adverse, in any way, to Grantors interests in the same, and in no way shall be the basis for a subsequent action by Grantee, or its successors-in-interest, for any equitable claim to any portion of Grantor's property.

Grantee is responsible for any and all damage caused by Grantee to the Temporary Construction Access Roads as a result of Grantee's use of the same, including but not limited to ruts, vegetation damage, or any other damage that may result from Grantee's use. Upon termination of Grantee's use of the Temporary Construction Access Roads, Grantee shall restore such ruts or other damage and revegetate the area disturbed by the Temporary Construction Access Roads, including but not limited to removal of the all-weather road base or any permanent improvement surfacing, including but not limited to asphalt or concrete surfacing.

6. **Utility Easement.** Grantor hereby conveys and grants to Grantee a non-exclusive, permanent easement over, upon, and across the Grantor Property, within the Primary Access Road, and the West Loop Access Road, and within ten (10) feet limited to one side of the road only of such roads, such side to be chosen by the Grantee (collectively, "**Utility Easement Area**"), for the installation, construction, maintenance, use, repair, replacement, and removal of underground utility lines and facilities as may be necessary or appropriate, as determined by Grantee in its sole discretion, together with a right of access to the Utility Easement Area, including the surface or any portion of the Utility Easement Area, to exercise the foregoing rights. The specific location and description of such utility lines and facilities within the Utility Easement Area shall be determined by Grantee in its sole discretion. Nothing in the Section 6 is intended to grant Grantee any rights to install any utilities on, under, or adjacent to the Secondary Access Road.

7. **Improvement of the Easement Area.** Grantee, at its sole cost and expense, shall have the right to construct the roads for the Access Easements, as identified in **Exhibit C**, and utility improvements on, in over and under the Utility Easement Area (the "**Improvements**") consistent with the terms, conditions, and restrictions, as set forth in this Agreement. In connection with the Improvements, the Parties agree to cooperate and coordinate with each other in good faith and without unreasonable condition or delay. In this regard, Grantor shall, within ten (10) calendar days, respond to Grantee's written communications regarding Grantee's requests for the following: (i) to modify or reconfigure the location of the Access Easements roads and Utility Easement Area; (ii) to accommodate any reasonable changes in the final Improvements; (iii) to respond to any reasonable requests for information or meetings related to the development of the Access Easements roads and Utility Easement Area; and (iv) to execute and return all such agreements or documents necessary for Grantee to construct the Improvements in the Access Easements roads and Utility Easement Area. Notwithstanding, Grantee's requests shall be reasonably consistent with the terms of this Agreement. Notwithstanding, while Grantor agrees to work in good faith with Grantee to effectuate the intent of this Agreement, Grantor reserves the right to deny any of Grantee's request to relocate or alter the locations of the Access Easement roads and Utility Easement Area, in a way which constitutes a material detriment to Grantor determined in Grantor's reasonable discretion.

8. **Existing Utilities, Easements, and Rights-of Way.** Grantee acknowledges that multiple existing utility easements and rights-of-way currently exist over, under, through, and across the Grantor Property ("**Existing Easements**"), whether or not any actual utility lines have been installed on Grantor's Property as of the Effective Date. Grantee agrees that Grantee's rights, as set forth herein, are subservient to the Existing Easements, and that Grantee accepts the Access Easements and Utility Easement Area subject to the Existing Easements. Grantor is not responsible, in anyway, for any of the Existing Easements that may conflict or frustrate Grantee's

objectives, as set forth in this Agreement, or which may cause Grantee to remove, alter, abandon, or replace any construction or installation of the Easement Access roads and utilities in the Utility Easement Area.

9. **Maintenance.** Although Grantor maintains full, non-exclusive use (for vehicular, farm equipment and pedestrian ingress and egress purposes) to the area of the Access Easements, Grantor will not make any use of the Access Easements and Utility Easement Area that interferes with the rights granted to Grantee under this Agreement. Grantee, at its sole cost and expense, will maintain and repair the Access Easements and Utility Easement Area, Notwithstanding, consistent with Section 11 of this Agreement, Grantee acknowledges that, at times, the Grantor Property is subject to agricultural leases, including but not limited to the grazing of cattle and other livestock, and that Grantor is not responsible, in any way, for the removal of any manure or other naturally caused droppings resulting from said livestock and in no way controls or is responsible for the presence of livestock on the Access Easement roads. Grantee's maintenance shall include, but is not limited to snow removal, repairs, improvements, replacement, removal and cutting of native shrubbery and grasses, repairs and re-structuring of sub-surface beneath the Access Easements as required for construction of the Improvements, mitigation of weather-related damage, removal of rocks or debris, and damage caused as a result of Grantee's repair, replacement, or expansion of any utilities.

10. **Indemnification.** Each Party shall indemnify, defend and hold harmless the other Parties and their affiliates, members, managers, agents, tenants and representatives for, from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property resulting from the negligent or willful act or omission of the indemnifying Party or its permittees, arising out of the performance of any of the obligations set forth in this Agreement, the indemnifying Party's use of the Access Easements and Utility Easement Area, or the indemnifying Party's breach of this Agreement, except to the extent such claims are due solely to the gross negligence or willful act or omission of the would-be indemnified Party or its permittees. Grantee shall indemnify, defend, and hold harmless Grantor for, from, and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments related to the Existing Easements, arising out of Grantee's interference, if anyway, with the Existing Easements. Grantee shall indemnify, defend, and hold harmless Grantor for, from, and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments related to Grantee's construction of the roads and or utilities in the Access Easement roads and Utility Easement Area, respectively, including any local, state, or federal violation caused by Grantee or resulting from Grantee's work on or adjacent to the Grantor Property. The obligations of this section shall survive the termination of this Agreement.

11. **Agriculture Acknowledgement.** Grantee acknowledges that the Grantor operates in the agriculture industry, which includes but is not limited to the grazing of cattle, and other activities relating to the cultivation and harvesting of crops, etc. Any of the Access Easements or activity in the Utility Easement Area may not obstruct, impede or hinder these agricultural activities in any way. In the event Grantee places fences or any vegetation in or next to the Access

Easements or Utility Easements, it is entirely the Grantees responsibility to protect its improvements from grazing cattle or any other agricultural activity, including but not limited to necessary crossings for cattle to freely access portions of the Grantor Property on either side of the Access Easements roads and or the Utility Easement Area.

12. **Water Interruption.** Grantee acknowledges that the Grantor's water for culinary and agricultural use for the Grantor Property, including the parcel of real property upon which the Rees residence exists, originates from a free flowing spring on the Grantor Property, which currently exists in close proximity to the Access Easements and Utility Easement Areas. Grantor and Grantee will cause a flow rate study to be prepared in July 2020, October 2020, and January 2021 to determine the seasonal baseline flow rate of Grantor's existing culinary and agricultural water (the "**Baseline Flow Rate**"). If and only if Grantee undertakes drilling or blasting activities in connection with construction of the Improvements, or excavation activities in connection with construction of the Improvements for the Secondary Access Road, then Grantee shall take all reasonable precautions to insure no disruption to the Baseline Flow Rate during construction of the Improvements, and in the event that Grantee's foregoing drilling, excavation, or blasting activities causes a permanent decrease in the Baseline Flow Rate, Grantee agrees to provide supplemental culinary and agricultural water sufficient to achieve the Baseline Flow Rate. Grantee shall only be responsible for permanent decreases in the Baseline Flow Rate occurring during construction of the Improvements as a result of the foregoing drilling, excavation and blasting activities, and not decreases resulting from seasonal flow rate changes.

13. **Water Contamination.** Grantee recognizes and acknowledges that the free flowing spring on the Grantor Property is in close proximity to the Access Easement roads and Utility Easement Area. Consequently, Grantee shall take all reasonable and necessary precautions to prevent and avoid the contamination of the spring water. In the event that Grantee's actions result in the contamination of the spring water, in any form, Grantor shall be solely responsible for either (i) curing such contamination and any damages sustained by Grantor, including but not limited to all costs associated with the cure of the contamination, until a water testing laboratory, chosen by Grantor, determines the water is again safe for human consumption, or (ii) supplying replacement culinary water to Grantor, which option shall be determined by Grantee in its sole discretion.

14. **Lighting.** Grantee agrees that it will not cause any illumination, including the construction, installation and operation of any light poles, on or adjacent to any portion of the Secondary Access Road. Grantee agrees that any lighting required to be installed by Coalville City codes on the Primary Access Road, the West Loop Access Road, the Temporary Construction Access Roads and the Utility Easement Area will not materially interfere with Grantor's use and enjoyment of, or cause material light pollution to, the existing residence on the Grantor Property. Grantee shall also use reasonable and customary methods to prevent headlight pollution from vehicles utilizing the Access Easement roads, which is directed at the residence on the Grantor Property.

15. **Landscaping.** Any landscaping installed on or adjacent to the Access Easements or Utility Easement Area, shall first be approved by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed.

16. **Fence Installation.** Grantee agrees to pay for a new stock fence (including new gates) to be constructed and installed on the Grantor Property as depicted on **Exhibit C** (“**New Fence**”) in similar or better quality to the construction of the currently existing fence. Such construction shall include the removal of the existing fence. At all times during construction of the New Fence, Grantee is solely responsible to provide temporary fencing or other reasonably acceptable means to fully contain livestock. Grantee is responsible to ensure new cattle guards and gates are installed contemporaneously with the construction of the Access Easement roads where the Access Easement roads and Utility Areas cross any fence line on the Grantor Property.

17. **Culinary Water Line.** Grantee acknowledges that the culinary water line (“**Culinary Water Line**”) servicing the residence on the Grantor Property runs, at least in part, under the proposed location of the Secondary Access Road. Grantee agrees that in the event that the Culinary Water Line requires servicing, repair, or replacement due to the active or passive negligent or willful act of Grantee, including but not limited to the construction of the Secondary Access Road, Grantee shall be fully responsible for all repairs, or replacement if necessary, and shall undertake the same as soon as reasonably possible. In the event that the Culinary Water Line requires repair or replacement as a result of any other reason, Grantor shall be responsible for all costs associated with the repair or replacement with the exception of the repair and replacement of any portion of the Secondary Access Road required to be removed as a result of the repair. In the event that Grantor undertakes any work on the Culinary Water Line requiring the disturbance or removal of any portion of the Secondary Access Road, Grantor shall first provide Grantee with written notice of the same at least 72 hours prior to the initiation of such work, unless the repair requires emergency attention.

18. **Approvals.** Grantee is solely responsible for applying for and obtaining any and all local, state, or federal approvals and permits required for the construction and installation of the Access Easement roads and any utilities. Grantor is not responsible for Grantee’s failure to obtain any approval required under the terms of this Agreement or the Other Agreements.

19. **Rights Run with The Land.** The easements and covenants referenced herein touch, concern, and run with the land and are binding upon all successors-in-title.

20. **No Public Dedication.** The provisions of this Agreement are not intended to and do not constitute a dedication for public use of the Access Easements roads and the Utility Easement Area, and the rights herein created are for the private use and for the benefit only of the Parties hereto and their successors and assigns.

21. **Notices.** All notices and other communications provided for in this Agreement shall be in writing and shall be personally delivered or mailed by certified or registered U.S. mail, return receipt requested, postage prepaid, or sent by Federal Express or other nationally recognized overnight courier service, and addressed to the respective Party at the address set forth below or at such other address(es) as such Party may hereafter designate by written notice to the other Party as herein provided.

If to Rees: Thomas D. Rees & Eva Miller
PO Box 223
Coalville, Utah 84017

If to Wohali: Wohali Partners LLC
2120 S. Highland Drive #209
Salt Lake City, Utah 84106
Attn: David P. Boyden

If personally delivered, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective when personally delivered. If sent by U.S. mail or courier in the form specified in this section, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective when received; provided, that if delivery is not on a business day in the State of Utah, then the delivery shall be effective on the next business day after delivery. If delivery is refused by the addressee on a business day, then delivery of such notice shall be effective on the date of such refusal by the addressee.

22. **Amendments.** This Agreement may be amended only by recording, in the official records of Summit County, Utah, an instrument in writing reciting such amendment, bearing the acknowledged signatures of Grantor and the Grantee, or their successors and assigns.

23. **Authority.** Each Party, and the individual executing this Agreement below, covenants to the other that he/she has full authority and authorization to enter into this Agreement.

24. **Miscellaneous.** This Agreement may be executed in one or more counterparts, each of which, when taken together, constitutes the original. If any term, provision or condition contained in this Agreement shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement, including any Exhibits, shall constitute the entire agreement between the Parties relating to the subject matter of this Agreement.

25. **Attorney's Fees.** In the event any action or proceeding is brought by any party against any other party hereto, the prevailing party shall be entitled to recover attorney's fees and costs in such amount as the court may adjudge reasonable

26. **Interpretation.** This Agreement is made and entered into in the State of Utah and shall in all respects be interpreted, enforced, and governed by the laws of the State of Utah. Any action to enforce this Agreement must be brought in a Utah court of competent jurisdiction and the Parties consent to jurisdiction in the State of Utah.

27. **Partnership.** No part of this Agreement is intended to create a partnership, in any way, between the Parties.

[Signatures and Acknowledgements Follow]

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

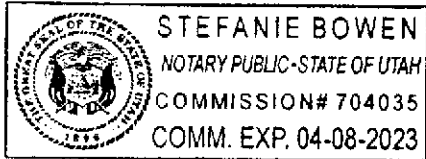
GRANTOR:

By: *Thomas D. Rees*
Thomas D. Rees

By: *Eva Miller*
Eva Miller

STATE OF UTAH)
 : ss.
COUNTY OF Summit)

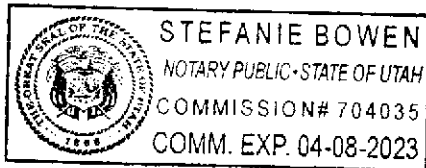
The foregoing instrument was acknowledged before me this 1st day of July, 2020, by **Thomas D. Rees**.



Stefanie Bowen
Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

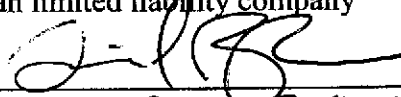
The foregoing instrument was acknowledged before me this 2nd day of July, 2020, by **Eva Miller**



Stefanie Bowen
Notary Public

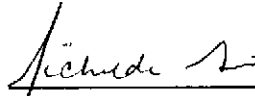
GRANTEE:

Wohali Partners LLC,
a Utah limited liability company

By: 
Printed Name: DAVID BOYDEN
Title: MANAGING PARTNER

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 1 day of July, 2020, by David Boyden, the managing partner of **Wohali Partners LLC**, a Utah limited liability company, on behalf of said company.


Notary Public

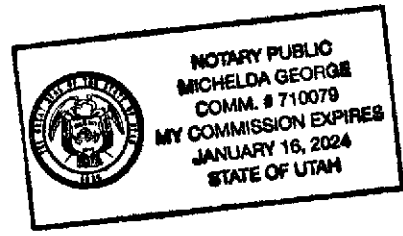


Exhibit A
(Legal Description of Grantor Property)

NS-349-A

Parcel 4:
Southeast ¼. Section 7 T2N R5E SLBM

Less and excepting to Coalville City: Beginning at a point west along the section line 2265.33 feet and north 340.12 feet from the Southeast corner of Section 7, T2N R5E, and running thence north 36°09'17" east 243.36 feet; thence north 58°01'16" east 405.40 feet; thence north 88°04'34" east 236.30 feet; thence north 40°54'44" east 166.355 feet; thence north 27°43'35" west 281.37 feet to a fence corner; thence north 36°05'25" west along an old fence line 127.42 feet to a fence corner; thence south 63°30' west along an old fence line 655.00 feet; thence south 36°09'17" west 512.03 feet; thence south 53°50'43" east 324.07 feet to the point of beginning. Contains 9.557 acres.

Also Less and Excepting: Beginning at a point which is west 1126.42 feet and north 2431.28 feet from the Southeast corner Section 7 T2N R5E SLBM, and running thence west 208.72 feet; thence north 208.72 feet more or less to the northerly line of the Southeast ¼, thence east 208.72 feet along said line; thence south 208.72 feet to the point of beginning. Contains 1 acre.

NS-349-B

Parcel 2:
Southwest ¼. Section 7 T2N R5E SLBM

Exhibit B
(Legal Description of Grantee Property)

Beginning at the Northwest Corner of Section 18, Township 2 North, Range 5 East, Salt Lake Base & Meridian and Running Thence North 89°11'21" East 3743.70 Feet; Thence South 56°22'29" East 406.43 Feet; Thence South 17°05'28" East 369.20 Feet; Thence South 48°07'57" East 780.00 Feet; Thence South 12°44'02" West 123.14 Feet; Thence South 19°38'38" West 291.90 Feet; Thence South 19°38'38" West 1180.02 Feet; Thence South 19°38'38" West 160.08 Feet; Thence South 23°08'38" West 700.00 Feet; Thence South 0°42'14" East 201.86 Feet; Thence South 0°42'14" East 387.14 Feet; Thence South 89°59'49" East 387.39 Feet; Thence South 21°37'45" West 483.72 Feet; Thence South 21°37'45" West 960.50 Feet; Thence South 88°26'37" West 1148.59 Feet; Thence North 89°17'17" West 2616.35 Feet; Thence North 0°11'51" West 746.45 Feet; Thence South 89°14'02" West 245.57 Feet; Thence South 89°14'02" West 1732.04 Feet; Thence North 24°14'35" East 114.04 Feet; Thence South 61°22'24" West 4028.44 Feet; Thence North 57°24'30" West 5260.39 Feet; Thence North 69°41'17" East 935.37 Feet; Thence North 43°11'17" East 1900.00 Feet; Thence North 28°56'17" East 1025.00 Feet; Thence North 28°01'17" East 2293.08 Feet; Thence North 83°49'36" East 682.00 Feet; Thence South 0°05'27" East 1048.23 Feet; Thence South 88°52'20" East 5453.59 Feet; to the Point of Beginning.

Exhibit C
(Access Easements Depiction and Legal Descriptions)



Primary Access Road - Access Easement:

A 60.00 foot wide easement being 30.00 feet perpendicularly distant on each side of the following described centerline, in the South Half of Section 7, Township 2 North, Range 5 East, Salt Lake Base and Meridian, Summit County, Utah, and being more particularly described as follows:

Beginning at a point East 2,395.43 feet and North 33.90 feet from the Northwest Corner of Section 18, Township 2 North, Range 5 East, (Basis of Bearing for said easement being North 0°11'51" West 5,276.58' (5,276.02') between the monuments marking the Southwest Corner and the Northwest Corner of Section 18, Township 2 North, Range 5 East, Salt Lake Base and Meridian); and running thence North 01°54'12" West 79.65 feet to a point on a 400.00 foot radius curve to the right, the center of which bears North 88°05'48" East; thence Northerly 216.18 feet along the arc of said curve through a central angle of 30°57'56" (chord bears North 13°34'46" East 213.56 feet); thence North 29°03'44" East 281.78 feet to a point on a 1,490.00 foot radius curve to the right, the center of which bears South 60°56'16" East; thence Northeasterly 117.57 feet along the arc of said curve through a central angle of 04°31'15" (chord bears North 31°19'21" East 117.54 feet); thence North 33°34'59" East 351.85 feet to a point on a 290.00 foot radius curve to the right, the center of which bears South 56°25'01" East; thence Northeasterly 165.28 feet along the arc of said curve through a central angle of 32°39'19" (chord bears North 49°54'38" East 163.05 feet); thence North 66°14'18" East 78.13 feet to a point on a 610.00 foot radius curve to the left, the center of which bears North 23°45'42" West; thence Northeasterly 133.48 feet along the arc of said curve through a central angle of 12°32'15" (chord bears North 59°58'10" East 133.21 feet); thence North 53°42'03" East 112.65 feet to a point on a 610.00 foot radius curve to the left, the center of which bears North 36°17'57" West; thence Northeasterly 110.37 feet along the arc of said curve through a central angle of 10°22'01" (chord bears North 48°31'03" East 110.22 feet); thence North 43°20'02" East 144.35 feet; thence North 39°23'03" East 110.02 feet; thence North 36°21'26" East 182.05 feet to a point on a 500.00 foot radius curve to the right, the center of which bears South 53°38'34" East; thence Northeasterly 112.83 feet along the arc of said curve through a central angle of 12°55'45" (chord bears North 42°49'19" East 112.59 feet); thence North 49°17'11" East 84.74 feet to a point on a 500.00 foot radius curve to the left, the center of which bears North 40°42'49" West; thence Northeasterly 55.80 feet along the arc of said curve through a central angle of 06°23'40" (chord bears North 46°05'21" East 55.77 feet); thence North 42°53'31" East 129.44 feet to a point on a 200.00 foot radius curve to the right, the center of which bears South 47°06'29" East; thence Easterly 221.78 feet along the arc of said curve through a central angle of 63°32'02" (chord bears North 74°39'32" East 210.59 feet); thence South 73°34'27" East 166.62 feet to a point on a 200.00 foot radius curve to the left, the center of which bears North 16°25'33" East; thence Easterly 81.46 feet along the arc of said curve through a central angle of 23°20'11" (chord bears South 85°14'32" East 80.90 feet); thence North 83°05'22" East 129.24 feet to a point on a 400.00 foot radius curve to the right, the center of which bears South 06°54'38" East; thence Easterly 202.78 feet along the arc of said curve through a central angle of 29°02'47" (chord bears South 82°23'14" East 200.62 feet); thence South 67°51'50" East 569.05 feet to the Point of Terminus.

A 60.00 foot wide easement being 30.00 feet perpendicularly distant on each side of the following described centerline, in the Southeast Quarter of Section 7, Township 2 North, Range 5 East, Salt Lake Base and Meridian, Summit County, Utah, and being more particularly described as follows:

Beginning at a point East 4,477.26 feet and North 1,932.03 feet from the Northwest Corner of Section 18, Township 2 North, Range 5 East, (Basis of Bearing for said easement being North $0^{\circ}11'51''$ West 5,276.58' (5,276.02') between the monuments marking the Southwest Corner and the Northwest Corner of Section 18, Township 2 North, Range 5 East, Salt Lake Base and Meridian); and running thence North $00^{\circ}39'28''$ West 63.75 feet to a point on a 150.00 foot radius curve to the right, the center of which bears North $89^{\circ}20'32''$ East; thence Northeasterly 198.49 feet along the arc of said curve through a central angle of $75^{\circ}49'06''$ (chord bears North $37^{\circ}15'05''$ East 184.32 feet) to the Point of Terminus.

This easement is contained within Parcels NS-349-A and NS-349-B

Secondary Access Road - Access Easement:

A 50.00 foot wide easement being 25.00 feet perpendicularly distant on each side of the following described centerline, in the South Half of Section 7, Township 2 North, Range 5 East, Salt Lake Base and Meridian, Summit County, Utah, and being more particularly described as follows:

Beginning at a point East 624.50 feet and North 1,453.35 feet from the Northwest Corner of Section 18, Township 2 North, Range 5 East, (Basis of Bearing for said easement being North $0^{\circ}11'51''$ West 5,276.58' (5,276.02') between the monuments marking the Southwest Corner and the Northwest Corner of Section 18, Township 2 North, Range 5 East, Salt Lake Base and Meridian); and running thence North $59^{\circ}49'53''$ East 47.73 feet to a point on a 100.00 foot radius curve to the left, the center of which bears North $30^{\circ}10'07''$ West; thence Northeasterly 108.47 feet along the arc of said curve through a central angle of $62^{\circ}09'01''$ (chord bears North $28^{\circ}45'23''$ East 103.23 feet); thence North $02^{\circ}19'08''$ West 76.80 feet to a point on a 200.00 foot radius curve to the right, the center of which bears North $87^{\circ}40'52''$ East; thence Northerly 106.87 feet along the arc of said curve through a central angle of $30^{\circ}37'00''$ (chord bears North $12^{\circ}59'22''$ East 105.60 feet); thence North $28^{\circ}17'52''$ East 65.99 feet to a point on a 150.00 foot radius curve to the right, the center of which bears South $61^{\circ}42'08''$ East; thence Northeasterly 135.01 feet along the arc of said curve through a central angle of $51^{\circ}34'15''$ (chord bears North $54^{\circ}04'59''$ East 130.50 feet); thence North $79^{\circ}52'06''$ East 225.19 feet to a point on a 500.00 foot radius curve to the right, the center of which bears South $10^{\circ}07'54''$ East; thence Easterly 160.91 feet along the arc of said curve through a central angle of $18^{\circ}26'21''$ (chord bears North $89^{\circ}05'17''$ East 160.22 feet); thence South $81^{\circ}41'32''$ East 153.57 feet to a point on a 500.00 foot radius curve to the right, the center of which bears South $08^{\circ}18'28''$ West; thence Easterly 143.69 feet along the arc of said curve through a central angle of $16^{\circ}27'56''$ (chord bears South $73^{\circ}27'34''$ East 143.20 feet); thence South $65^{\circ}13'36''$ East 150.43 feet to a point on a 100.00 foot radius curve to the left, the center of which bears North $24^{\circ}46'24''$ East; thence Easterly 60.10 feet along the arc of said curve through a central angle of $34^{\circ}26'00''$ (chord bears South $82^{\circ}26'36''$ East 59.20 feet); thence North $80^{\circ}20'24''$ East 53.39 feet

to a point on a 50.00 foot radius curve to the right, the center of which bears South 09°39'36" East; thence Southeasterly 92.43 feet along the arc of said curve through a central angle of 105°55'09" (chord bears South 46°42'01" East 79.82 feet); thence South 06°15'33" West 136.50 feet to a point on a 200.00 foot radius curve to the left, the center of which bears South 83°44'27" East; thence Southeasterly 270.17 feet along the arc of said curve through a central angle of 77°23'58" (chord bears South 32°26'25" East 250.10 feet); thence South 71°08'24" East 411.17 feet to a point on a 300.00 foot radius curve to the left, the center of which bears North 18°51'36" East; thence Easterly 253.55 feet along the arc of said curve through a central angle of 48°25'26" (chord bears North 84°38'53" East 246.07 feet); thence North 60°26'10" East 386.39 feet to a point on a 500.00 foot radius curve to the right, the center of which bears South 29°33'50" East; thence Northeasterly 121.69 feet along the arc of said curve through a central angle of 13°56'43" (chord bears North 67°24'31" East 121.39 feet); thence North 74°22'53" East 178.23 feet to a point on a 200.00 foot radius curve to the left, the center of which bears North 15°37'07" West; thence Northeasterly 145.54 feet along the arc of said curve through a central angle of 41°41'43" (chord bears North 53°32'01" East 142.35 feet); thence North 32°41'10" East 156.04 feet to a point on a 350.00 foot radius curve to the right, the center of which bears South 57°18'50" East; thence Northeasterly 121.42 feet along the arc of said curve through a central angle of 19°52'35" (chord bears North 42°37'28" East 120.81 feet); thence North 52°33'46" East 332.15 feet to a point on a 300.00 foot radius curve to the right, the center of which bears South 37°26'14" East; thence Northeasterly 147.13 feet along the arc of said curve through a central angle of 28°05'56" (chord bears North 66°36'44" East 145.66 feet); thence North 80°39'42" East 165.72 feet to a point on a 300.00 foot radius curve to the right, the center of which bears South 09°20'18" East; thence Easterly 112.59 feet along the arc of said curve through a central angle of 21°30'09" (chord bears South 88°35'13" East 111.93 feet); thence South 77°50'09" East 123.82 feet to a point on a 500.00 foot radius curve to the right, the center of which bears South 12°09'51" West; thence Easterly 109.94 feet along the arc of said curve through a central angle of 12°35'55" (chord bears South 71°32'11" East 109.72 feet); thence South 65°14'14" East 97.45 feet to the Point of Terminus.

This easement is contained within Parcels NS-349-A and NS-349-B

Temporary Construction Access Road 1 - Access Easement:

A 30.00 foot wide easement being 15.00 feet perpendicularly distant on each side of the following described centerline, in the Southwest Quarter of Section 7, Township 2 North, Range 5 East, Salt Lake Base and Meridian, Summit County, Utah, and being more particularly described as follows:

Beginning at a point East 2,098.11 feet and North 29.69 feet from the Northwest Corner of Section 18, Township 2 North, Range 5 East, (Basis of Bearing for said easement being North 0°11'51" West 5,276.58' (5,276.02') between the monuments marking the Southwest Corner and the Northwest Corner of Section 18, Township 2 North, Range 5 East, Salt Lake Base and Meridian); and running thence North 28°08'07" East 225.85 feet to a point on a 500.00 foot radius curve to the right, the center of which bears South 61°51'53" East; thence Northeasterly 79.68 feet along the arc of said curve through a central angle of 09°07'52" (chord bears North 32°42'03" East 79.60

feet); thence North 37°15'59" East 307.04 feet to a point on a 30.00 foot radius curve to the right, the center of which bears South 52°44'01" East; thence Easterly 43.02 feet along the arc of said curve through a central angle of 82°09'26" (chord bears North 78°20'42" East 39.43 feet); thence South 60°34'36" East 84.76 feet to the Point of Terminus.

This easement is contained within NS-349-B

Temporary Construction Access Road 2 - Access Easement:

A 30.00 foot wide easement being 15.00 feet perpendicularly distant on each side of the following described centerline, in the South Half of Section 7, Township 2 North, Range 5 East, Salt Lake Base and Meridian, Summit County, Utah, and being more particularly described as follows:

Beginning at a point East 2,618.40 feet and North 1,296.49 feet from the Northwest Corner of Section 18, Township 2 North, Range 5 East, (Basis of Bearing for said easement being North 0°11'51" West 5,276.58' (5,276.02') between the monuments marking the Southwest Corner and the Northwest Corner of Section 18, Township 2 North, Range 5 East, Salt Lake Base and Meridian); and running thence South 29°33'50" East 49.30 feet to a point on a 150.00 foot radius curve to the right, the center of which bears South 60°26'10" West; thence Southerly 112.46 feet along the arc of said curve through a central angle of 42°57'22" (chord bears South 08°05'09" East 109.84 feet); thence South 13°23'32" West 114.24 feet to a point on a 400.00 foot radius curve to the left, the center of which bears South 76°36'28" East; thence Southerly 89.08 feet along the arc of said curve through a central angle of 12°45'36" (chord bears South 07°00'44" West 88.90 feet); thence South 00°37'57" West 167.65 feet to a point on a 100.00 foot radius curve to the right, the center of which bears North 89°22'03" West; thence Southwesterly 90.08 feet along the arc of said curve through a central angle of 51°36'33" (chord bears South 26°26'13" West 87.06 feet); thence South 52°14'30" West 51.33 feet to a point on a 200.00 foot radius curve to the left, the center of which bears South 37°45'30" East; thence Southwesterly 52.27 feet along the arc of said curve through a central angle of 14°58'31" (chord bears South 44°45'14" West 52.13 feet); thence South 37°15'59" West 114.67 feet to the Point of Terminus.

This easement is contained within Parcels NS-349-A and NS-349-B

West Loop Access Road - Access Easement:

A 60.00 foot wide easement being 30.00 feet perpendicularly distant on each side of the following described centerline, in the Southwest Quarter of Section 7, Township 2 North, Range 5 East, Salt Lake Base and Meridian, Summit County, Utah, and being more particularly described as follows:

Beginning at a point on the south line of Section 7, Township 2 North, Range 5 East, Salt Lake Base and Meridian, said point also being East 611.19 feet and North 8.65 feet from the Northwest Corner of Section 18, Township 2 North, Range 5 East, (Basis of Bearing for said easement being North 0°11'51" West 5,276.58' (5,276.02') between the monuments marking the Southwest

Corner and the Northwest Corner of Section 18, Township 2 North, Range 5 East, Salt Lake Base and Meridian); and running thence North 08°09'12" West 120.31 feet to a point on a 300.00 foot radius curve to the right, the center of which bears North 81°50'48" East; thence Northerly 228.97 feet along the arc of said curve through a central angle of 43°43'51" (chord bears North 13°42'43" East 223.46 feet); thence North 35°34'39" East 104.27 feet to a point on a 300.00 foot radius curve to the left, the center of which bears North 54°25'21" West; thence Northerly 243.49 feet along the arc of said curve through a central angle of 46°30'11" (chord bears North 12°19'33" East 236.86 feet); thence North 10°55'32" West 448.98 feet to a point on a 300.00 foot radius curve to the right, the center of which bears North 79°04'28" East; thence Northerly 146.82 feet along the arc of said curve through a central angle of 28°02'23" (chord bears North 03°05'39" East 145.36 feet); thence North 17°06'51" East 29.30 feet to a point on a 125.00 foot radius curve to the left, the center of which bears North 72°53'09" West; thence Northerly 113.82 feet along the arc of said curve through a central angle of 52°10'18" (chord bears North 08°58'18" West 109.93 feet); thence North 35°03'27" West 67.64 feet to a point on a 200.00 foot radius curve to the right, the center of which bears North 54°56'33" East; thence Northerly 165.34 feet along the arc of said curve through a central angle of 47°22'03" (chord bears North 11°22'25" West 160.67 feet); thence North 12°18'36" East 40.14 feet to a point on a 200.00 foot radius curve to the left, the center of which bears North 77°41'24" West; thence Northerly 107.36 feet along the arc of said curve through a central angle of 30°45'27" (chord bears North 03°04'08" West 106.08 feet); thence North 18°26'52" West 97.42 feet to a point on a 100.00 foot radius curve to the left, the center of which bears South 71°33'08" West; thence Northwesterly 36.21 feet along the arc of said curve through a central angle of 20°44'56" (chord bears North 28°49'19" West 36.02 feet); thence North 39°11'47" West 38.94 feet to a point on a 100.00 foot radius curve to the right, the center of which bears North 50°48'13" East; thence Northerly 75.68 feet along the arc of said curve through a central angle of 43°21'51" (chord bears North 17°30'52" West 73.89 feet); thence North 04°10'04" East 32.47 feet to a point on a 100.00 foot radius curve to the left, the center of which bears North 85°49'56" West; thence Westerly 269.97 feet along the arc of said curve through a central angle of 154°40'51" (chord bears North 73°10'22" West 195.14 feet); thence South 29°29'13" West 77.98 feet to a point on a 100.00 foot radius curve to the right, the center of which bears North 60°30'47" West; thence Southwesterly 55.63 feet along the arc of said curve through a central angle of 31°52'30" (chord bears South 45°25'28" West 54.92 feet); thence South 61°21'43" West 108.28 feet to a point on a 100.00 foot radius curve to the left, the center of which bears South 28°38'17" East; thence Southwesterly 75.39 feet along the arc of said curve through a central angle of 43°11'38" (chord bears South 39°45'54" West 73.61 feet); thence South 18°10'05" West 50.76 feet to a point on a 300.00 foot radius curve to the left, the center of which bears South 71°49'55" East; thence Southerly 92.71 feet along the arc of said curve through a central angle of 17°42'21" (chord bears South 09°18'54" West 92.34 feet); thence South 00°27'44" West 63.45 feet to a point on a 500.00 foot radius curve to the right, the center of which bears North 89°32'16" West; thence Southerly 136.75 feet along the arc of said curve through a central angle of 15°40'14" (chord bears South 08°17'51" West 136.33 feet); thence South 16°07'58" West 182.73 feet to a point on a 1,000.00 foot radius curve to the left, the center of which bears South 73°52'02" East; thence Southerly 49.74 feet along the arc of said curve through a central angle of 02°50'59" (chord bears South 14°42'28" West 49.73 feet) to the Point of Terminus, said point of Terminus also being on

the Section line common to Section 12, Township 2 North, Range 4 East and Section 7, Township 2 North, Range 5 East, Salt Lake Base and Meridian.

This easement is contained within Parcel NS-349-B