When Recorded Return K. Jake Graff, Eso PACK GRAFF, PLLC 1060 S. Main Street, Ste. 301B St. George, Utah 84770 Tax I.D. Nos. 1010-C-HV, 1010-A H 1008-C-HV and 1009-A-2-HV RECIPROCAL EASEMENT AGREEMENT This Reciprocal Easement Agreement ("Agreement") is entered into as of this 2nd For, 2015, by and between TWIN OAKS INC., a Utah corporation ("Twin Oaks"), G.M. Sevy Ltd., a Utah limited partnership ("G.M. Sevy"), Kenneth J. Graff, Trustee of the Ken & Kerrie Graff Family Revocable Trust Tated September 30, 2004 ("Graff") and Russell M. Sevy and Wanda Sevy as Trustees of the Russell M. Sevy and Wanda Sevy Family Trust ("R. Sevy" (individually a "Party" or collectively the "Parties").

RECITALS

Twith Oaks owns certain real property located on Kolob Mountain in Washington County, Utah more particularly described as Tax I.D. No. 1010-C-HV (the "Fwin Oaks Property").

G.M. Sevy owns certain real property located on Kolob Mountain in Washington County, Utah more particularly described as Parcel No. 1010-A-HY/the G.M. Sevy Property").

- Kenneth J. Graff) Trustee of the Ken & Kerrie Graff Family Revocable Trust dated September 30, 2004 owns certain real property located on Kolob Mountain in Washington County, Utah more particularly described as Parcel No. 1008-C-HV (the "Graff Property")
- Russell M. Sevy and Wanda Sevy as Trustees of the Russell M. Sevy and Wanda Sevy Family Trust own certain real property located on Kolob Mountain in Washington County, Utah more particularly described as Parcel No. 1009-A-2-HV (the "R. Sevy Property").
- The Twin Oaks Property, G.M. Sevy Property, Graff Property and R. Sevy Property each include a roadway and/or easement located thereon, which is commonly referred to as "Spike Road" and is depicted on the site plan and legal description collectively (attached hereto as Exhibit (A) (the "Spike Road Easement")
- Twin Caks, G.M. Sevy, Graff, and R. Sevy each desire to enter into this agreement to grant reciprocal easements to one another for use, ingress, egress, and access on the terms and conditions set forth herein.

Reciprocal Easement Agreement

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the Parties hereby coverant and agree as follows:

- Easement Benefiting Twin Oaks Property. G.M. Sevy, Graff, and R. Sevy each hereby grant to Twin Qaks for the use and benefit of Twin Oaks and its invitees, lessees successors and assigns a honexclusive easement with a right of entry to use the Spike Road Easement for vehicular travel, ingress and egress and access to the Twin Oaks Property (the "Twin Oaks Easement").
- Easement Benefiting G.M. Sevy Property. Twin Oaks, Graff, and R. Sevy each hereby grant to G.M. Sevy, for the use and benefit of G.M. Sevy and its invitees, lessees, successors and assigns, a nonexclusive easement with a right of entry to use the Spike Road Easement for vehicular travel, ingress and egress, and access to the G.M. Sevy Property (the 🅰.M. Sevy Easement").
- Easement Benefiting Graff Property. Twin Oaks, G.M. Sevy, and R. Sevy, each hereby grant to Graff for the use and benefit of Graff and its invitees, lessees, successors and assigns, a nonexclusive easement with a right of entry to use the Spike Road Easement for vehicular travel, ingress and egress, and access to the Graff Property (the "Graff Easen)ent").
- Easement Benefiting R. Sevy Property. Twin Oaks, G.M. Sevy, and Graff each hereby grant to R. Sevy, for the use and benefit of R. Sevy and its invitees, lessees, successors and assigns, a nonexclusive easement with a right of entry to use the Spike Road Easement for relateular travel, ingress and egress, and access to the R. Sevy Property (the "R. Sevy Easement").

5. Benefit and Burden; Run With the Land.

- a, Win Oaks Property. It is the intent of the Parties that the easements granted by Twin Oaks pursuant to Sections 2, 3 and 4 above shall burden the Twin Oaks Property and be binding on Twin Oaks and its successors and assigns, for the benefit of G.M. Sevy, Graff, and R. Sevy, their invitees, lessees, successor and assigns.
- G.M. Sevy Property. It is the intent of the Parties that the easements granted by G.M. Sevy pursuant to Sections 1, 3 and 4 above shall burden the G.M. Sevy Property and be binding on G.M. Sevy and its successors and assigns, for the benefit of Twin Oaks, Graff, and R. Sevy, their invitees, lessees, successor and assigns.
- Graff Property. It is the intent of the Parties that the easements granted by Graff pursuant to Sections 1, 2 and 4 above shall burden the Graff Property and be binding on Graff and its successors and assigns, for the benefit of Twin Oaks, G.M. Sevy, and R. Sevy, their invitees, lessees, successor and assigns.

Reciprocal Easement Agreement

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R. Sevy Property. It is the intent of the Parties that the easements granted by R. Sevy pursuant to Sections 1, 2 and 3 above shall burden the R. Sevy Property and be binding on R. Sevy and its successors and assigns, for the benefit of Twin Oaks, G.M. evy, and Graff, their invitees, lessees, successor and assigns.

> Notices. All notices and demands of any kind which any party may wish to erve upon the other parties shall be in writing and shall be served upon the Parties at the addresses set forth below. On at any other address so disclosed in the future:

| If to Twin Oaks: | If to C.M. Sevy: |
|--------------------------|--------------------------|
| | |
| Steven M. Sevy | Steven M. Sevy |
| 2667 Santa Clara Box 217 | 2667 Santa Clara Box 217 |
| Şanta Clara, UT 84765 | Santa Clara, UT 84765 |
| | |
| If to Graff: | If to R. Sevy: |
| | |
| Kenneth J. Graff | RussellSevy |
| 911 Blue Mountain Road | 2236-W. 30 N. |
| Washington, UF 84780 | Cedar City, UT 84720 |
| | |

Notices shall be made effective: (i) upon personal delivery during normal business hours, (ii) via United States Mail, registered or certified, return receipt requested, upon the date of delivery evidenced upon the receipt, of (iii) upon receipt by the receiving party via United States Postal Service Express Mail, evenight or express courier service to the addresses listed above.

- Authorization Each Party hereto hereby represents and warrants that the individual executing this Agreement on behalf of such Party is duly authorized and empowered to bind the Party, and this Agreement is valid, binding, and enforceable against the Party in accordance with its terms.
- Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.
- Headings The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof.
- Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. All other prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

Reciprocal Easement Agreement

- 11. <u>Severability</u>. If any provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, and the Agreement shall otherwise remain in full force and effect.
- 12. Governing Law, This Agreement is entered into in that and shall be construed and interpreted under the laws of Utah.
- 13. <u>Successors and Assigns</u>. All rights and obligations arising out of this Agreement shall inure to the benefit of and be binding upon the respective heirs, successors, legal representative and assigns of the Parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

TWIN OAKS:

TWIN OAKS INC., a Han corporation

By: Steven M. Sevy, President

G.M. SEVÝ

G.M. Sevy Ltd., a Utah limited partnership

By: Staven M. Savy Congration

Steven M. Sevy, General Partner

GRAFF:

Kenneth J. Graff, Trustee of the Ken & Kerrie Graff Family Revocable Trust dated 09/30/04

By: Lement

Kenneth J. Graff, Trustee

R. SEVY:

Russell M. Sevy and Wanda Sevy as Trustees of the Russell M. Sevy and Wanda Sevy Famil Trust

By. Dune my Send Russell M. Sevy, Trustee

Notary signatures to appear on next two pages-

Reciprocal Easement Agreement

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STATE OF UTAH

COUNTY OF WASHINGTON

On the 2 day of September, 2015, Steven M. Sevy, being first duly sworn, deposes and says that he is the President of Twin Oaks Inc., a Utah corporation; that he has read the foregoing Reciprocal Easement Agreement and knows the contents thereof; and that he signed the said document for its intended purpose under the authority given him by the Bylaws of such corporation or by special resolution of the directors of such corporation.

SS:



BRENT M SCHOPPMANN NOTARY PUBLIC-STATE OF UTAH COMMISSION# 653 023 COMM. EXP. 03-01-2016

*PARAMETE*NOTARY PUBLIC

STATE OF UTAH

COUNTY OF WASHINGTON

On the 2nd day of September, 2015, Steven M. Sevy, being first duly sworn, deposes and says that he is a General Partner of G.M. Sevy, Ltd a Utah limited partnership; that he has read the foregoing Reciprocal Easement Agreement and knows the contents thereof; and that he signed the said document for its intended purpose under the authority given him by the Partnership Agreement of such partnership or by special resolution of the partners of the partnership.



BRENT M SCHOPPMANN NOTARY PUBLIC-STATE OF UTAN COMMISSION & 653023 COMM. EXP. 03-01-2016

STATE OF UTAH

COUNTY OF WASHINGTON

MYNT APSCHOP NOTARY PUBLIC

On the 31st day of September, 2015, Kenneth J. Graff, being first duly sworn, deposes and says that he is the Trustee of the Ken & Kerrie Graff Family Revocable Trust dated September 30, 2004; that he has read the foregoing Reciprocal Easement Agreement and knows the contents thereof; and that he signed the said document for its intended purpose under the authority given him under said trust.

) ss:

Votary Public
DANAY RANDALL STUCKI
COMMISSION NUMBER 677621
My Commission Expires
May 28, 2018
STATE OF UTAH

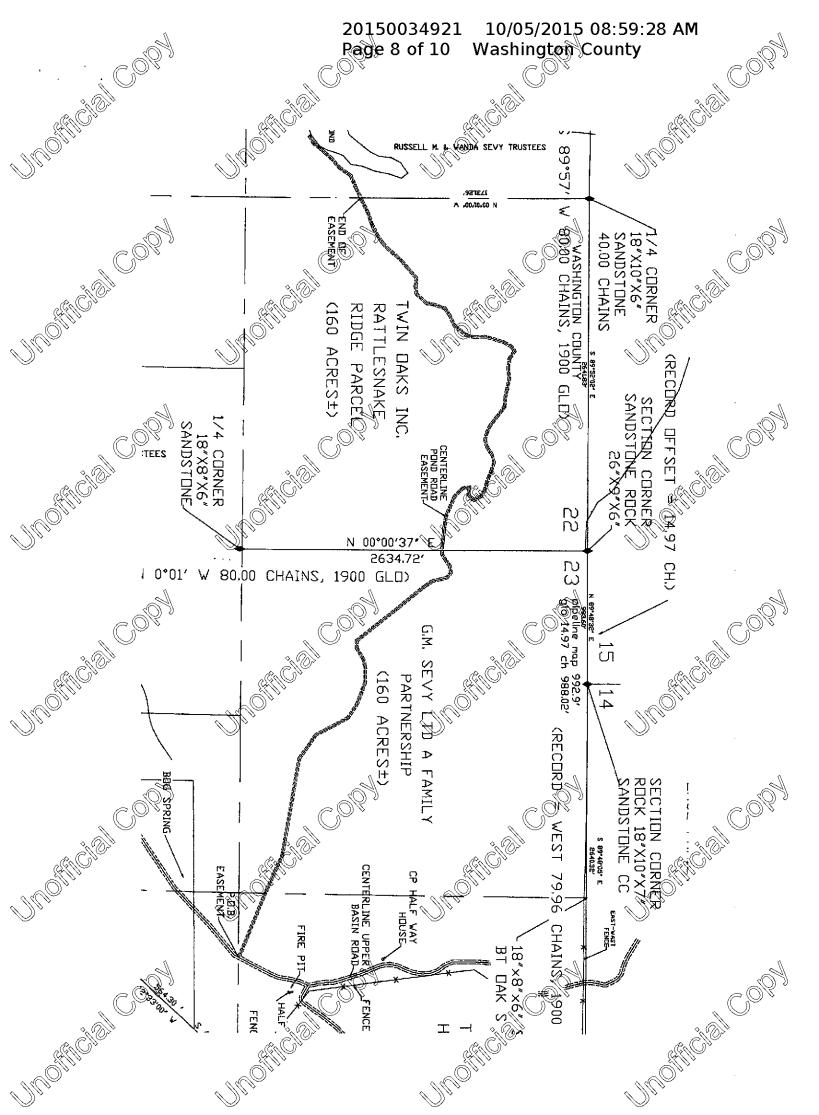
JYOTARY PUBLIC

Reciprocal Easement Agreement

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20150034921 10/05/2015 08:59:28 AM Page 6 of 10 Washington County STATE OF UTA) ss: COUNTY OF W NGTON PMS day of September, 2015, Russell M. Sevy, being first duly sworn, deposes and says that he is Trustee of the Russell M. Sevy and Wanda Sevy Family Trust; that he has read the foregoing Reciprocal Casement Agreement and knows the contents thereof; and that he signed the said document for its intended purpose under the authority given him under said trust M. Sdroppme COMM. EXP. 03-01-2016 Reciprocal Easement Agreement





20150034921 10/05/2015 08:59:28 AM Page 9 of 10 Washington County December 27, 2012 LEGAL DESCRIPTION - RIGHT-OF-WAY ACROSS TWIN OAKS INC.
PROPERTY AND G.M. SEVY LTD A FAMILY
PARTNERSHIP PROPERTY TO RUSSELL & WANDA
SEVY PROPERTY IN THE NW1/4 OF SECTION 22
T. 38 S., R. LLW., SLB&M. A right-of-way for incress and egress 20 feet in width located in the North 1/2 of Section 23 and the We1/4 of Section 22. Township 38 South Range 11 West, SLB&M, said right-of-way being 10 feet on each side of the following described centerline: Beginning at @point in the Upper Baston Road which is situated S. 4900016' E. 4,018.90 feet from the Northwest Corner of Section 23, Township 38 South, Range 11 West, SLB CM thence N. 67. 259" W. 550.27 feet thence N. 65°45'10" W. 280.99 feet, thence N. 79°59'44" W 727.46 feet, thence N. 54°37'40" W. 219.61 feet, thence N. 27°18'47" W. 271.75 feet, thence N. 56°46'08" W. 126.70 feet, thence N. 69°20'05" W. 167.12 feet, thence WEST 124.39 feet, thence S. 75°35'04" W. 52.36 feet, thence S. 58°39'05" W. 96.42 feet, thence S. 88°32'48" W. 53.51 feet, thence N. 38°50'27" W. 663.76 feet, thence N. 38°50'27" W. 58'08" W. 52.62 feet, thence N. 51°03'31" W. 50.03 feet, thence N. 32°12'26" W. 61.75 feet, thence N. 1400 11" W. 61.23 feet, thence S. 77°29'27" W. 50 70 feet, thence S. 53°35'45" W. 52.85 feet, thence S. 60°48'39" W. 54.67 feet, thence N. 86°58'10" S8.69 feet, thence N. 83°44'58" W. 61.13 feet, thence N. 85°09'34" W. 54.16 feet, thence N. 82°30'38" W. 106.65 feet, thence N. 66°45'11" W. 163.70 feet thence N. 45°54'32" W. 84 15 feet thence feet, thence N. 45°54'39" W. 84.15 feet, thence N. 8°06'28" W. 54.57 feet, thence N. 27°19'02" W. 56.83 feet thence N. 55°51'03" W. 51.91 feet, thence N. 73°54'00" W. 59.20 feet, thence S. 83°07'10" P. 55.34 feet, thence N. 43°51 10" E. 56.43 feet, thence N. 71°24'40" W. 48.58 feet, thence N. 65°11'56" W. 46.96 feet, thence N. 71°18'13" W. 68.21 feet, thence S. 75°52105" N. 68.21 feet, thence

feet, thence N. 43°51 16 E. 56.43 feet, thence
N. 71°24'40" W. 48.58 feet, thence N. 65°11'56" W.
46.96 feet, thence N. 71°18'13" W. 68.21 feet, thence
S. 75°52'05" W. 68.11 feet, thence S. 56°42'08" W. 73.06 feet
thence S. 72°47'25" W. 53.18 feet, thence N. 52°41'17" W.
93.17 feet, thence N. 87°22'41" W. 62.48 feet, thence
N. 77°08'00" W. 60.71 feet, thence N. 65°23'09" W. 53.91
feet, thence N. 51°27'54" W. 91.80 feet, thence
N. 78°41'18" W. 66.83 feet, thence N. 77°15'23" W.
77.71 feet, thence S. 84°09'44" W. 82.75 feet, thence

77.71 feet, thence S. 84°09'44" W. 82.75 feet, thence S. 17°11'46" W. 79.37 feet, thence S. 14°02'54" W. 79.89

20150034921 10/05/2015 08:59:28 AM Page 10 of 10 Washington County Page 2 R/W Description December 27, 2012 feet, thence S. 3%15 22" E. 72.74 feet, thence N. 81°18'35" W. 73,40 feet, thence N. 55°51'35" W. 65.86 feet, thence S. 54°48'57" W. 40 53 feet, thence S. 30°11'29" 59.22 feet, thence \$\(\)13°01'23" W. 65.95 feet, thence S. 36°53'00" W. 113.59 feet, thence S. 11°06'35" W. 60.83 feet, thence S. 43°36'43" W. 98.3 feet, thence S. 65°23'11" W. 86.47 feet, thence S. 55°45'35" W. 65.77 feet, thence S. 18°37'18" W. 88.08 feet, thence S. 82°1&'50" W. 57.97 feet, thence N. 32°14'51" W. 62.22 feet, thence S. 47°56'09" W. 10°0.03 feet, thence S. 42'48" W. 54.31 feet, thence S. 43°14'27" W. 63.21 feet, thence S. 39°42 49" W. 77.85 feet, thence S. 46°54'04" W. 59.40 feet, thence S. 51°48'45" W. 30°91 feet, thence S. 56°13'32" W. 42.33 feet, thence S. 63°27'21" W. 89°08 feet, thence S. 68°09'09" W 105.23 feet, thence \$ 65°00'05" W.
91.17 feet, Chence S. 64°16'26" W 26.24 feet more or
less to a point on the North-South 1/4 Section Line of Section 22, Township 38 South, Range 11 West, SLB&M which is situated S. 0°01'00" E. 1731.26 feet from the North 1/4 Corner of said Section 22, said point being the end of the easement. ÑOTE: Basis of Bearings for this description is S. 89°52'02 E. from the North 1/4 Corner of Section 22 Township South, Range 11 West SLB&M, to the Northeast Corner of Section 23 Township 38 South, Range 11 West SLB&M, to the Northeast Corner of Section 22 Township 38 South, Range West, SLB&M. The distance between these two monuments is 2641.83 feet.