

WHEN RECORDED MAIL TO:

Mr. Hank Finch
Utah Land Adjustment Zone
USDA Forest Service
8236 Federal Building
125 South State Street
Salt Lake City, UT 84138
(801) 236-3429

E 2353409 B 4501 P 2100-2103
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
3/31/2008 3:57:00 PM
FEE \$18.00 Pgs: 4
DEP eCASH REC'D FOR FOUNDERS TITLE CO - LAYTON

Daniel's Canyon Drive and Daniel's Cove

USDA FOREST SERVICE

**Corporation
Raw Land Road**

09-082-0112

0096

0111

R.O.

EASEMENT

THIS EASEMENT is dated this 19 day of March, 2008, by and between **RIVER RIDGE PARTNERS, LC, a Utah limited liability company**, hereinafter called **GRANTOR**; and the **UNITED STATES OF AMERICA**, hereinafter called **GRANTEE**, whose address is Washington, DC 20013.

WITNESSETH:

Grantor, for and in consideration of **ONE DOLLAR (\$1.00)** received by Grantor, does hereby grant and convey unto the Grantee and its assigns, a perpetual easement for ingress and egress over and across the lands described in Exhibit A, attached hereto and made a part hereof.

The word "premises" when used herein means said easement. Except where it is defined more specifically, the word "road" shall include roads now existing or hereafter constructed on the premises or any segment of such roads.

If the road is located substantially as described herein, the location of said road as constructed is hereby deemed accepted by the Grantor and Grantee as the true location of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any lands described herein are not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

The acquiring agency is the Forest Service, Department of Agriculture.

A. This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, and assigns:

1. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed reasonably necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled. Grantee shall have the right to maintain roads within the premises as necessary.
2. Grantee shall have the right to cut timber upon the premises to the extent necessary for maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.

B. This easement is granted subject to the following reservations by the Grantor, for itself, its permittees, contractors, assigns, and successors in interest:

1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources now or hereafter owned or controlled, **subject, however,** to the bearing of road maintenance costs proportionate to its use and the sharing of the cost of construction or reconstruction proportionate to its use, in each case as authorized and provided by the regulations of the Secretary of Agriculture and as they may be amended and published in the Code of Federal Regulations.
2. The right to cross and re-cross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.
3. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.
4. The right to impose reasonable traffic-control regulations upon all users of the road.
5. In exercising the rights reserved herein, Grantor shall not materially interfere with use of the road by Grantee for the purposes set forth in paragraph A(1), above.

If the Regional Forester determines that the road, or any segment thereof, is no longer needed, or is converted to a city road, the easement traversed thereby shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to the Grantor or its successor(s) or assign(s) in interest.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer(s) and its corporate seal to be hereunto affixed on the day and year first above written.

River Ridge Partners, L.C., a Utah limited liability company

By: Benchmark Holdings, LLC, a Utah limited liability company,

Its: Managing Member

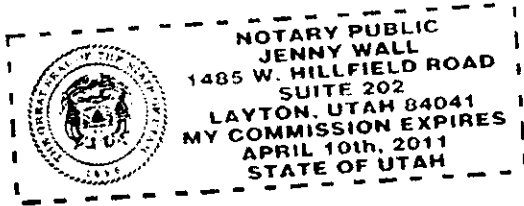
By: *Neil J. Wall*
NEIL J. WALL

Its: Managing Member

ACKNOWLEDGMENT

STATE OF UTAH)
) ss
COUNTY OF DAVIS)

On this 9 day of March, 2008, before me Jenny Wall, a Notary Public in and for DAVIS County, State of Utah, personally appeared **NEIL J. WALL, Managing Member of Benchmark Holdings, LLC, a Utah limited liability company, which is the Managing Member of River Ridge Partners, L.C., a Utah limited liability company,** and known to me (or satisfactorily proved to me on the oath of personally known a competent and creditable witness for that purpose by me duly sworn), to be the person described in and who executed the foregoing instrument and who duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.



Jenny Wall
Notary Public for the State of Utah
Residing in Layton
My commission expires 4.10.11

EXHIBIT A**Amended Legal Description of the "Roadway Easement"**

A 30-foot wide easement for ingress and egress, being 15 feet on each side of the following described center line, which includes as the westerly part of such rights of way the centerline of Daniel's Canyon Drive and Daniel's Cove, both being private streets on the plat of Daniel's Canyon Subdivision (a proposed subdivision in Layton City, Utah), not yet recorded.

Beginning at a point on the east line of Snow Canyon Estates Phase 5, as recorded with the Office of the Davis County Recorder, said point also being the center line of 1300 North Street and being located S. 89°47'10" E., 1,828.01 feet along the quarter section line and S. 1°42'40" E., 825.28 feet from the west quarter corner of Section 13, T. 4 N., R. 1 W., Salt Lake Meridian, and running thence S. 89°47'10" E., 13.71 feet; thence southeasterly 218.15 feet along the arc of a 131.00 foot radius curve to the right, (center bears S. 0°12'50" W., and long chord bears S. 42°04'44" E., 193.81 feet, with a central angle of 95°24'52"); thence S. 5°37'42" W., 266.12 feet; thence southwesterly 20.00 feet along the arc of a 201.00 foot radius curve to the right (center bears N. 84°22'18" W., and long chord bears S. 8°28'43" W., 19.99 feet, with a central angle of 5°42'01"); thence S. 11°19'43" W., 193.75 feet; thence southeasterly 205.06 feet along the arc of a 450.00 foot radius curve to the left (center bears S. 78°40'17" E., and long chord bears S. 1°43'33" E., 203.29 feet, with a central angle of 26°06'31"); thence S. 14°46'48" E., 42.78 feet; thence southeasterly 150.86 feet along the arc of a 1,000.00 foot radius curve to the left (center bears N. 75°13'12" E., and long chord bears S. 19°06'07" E., 150.72 feet, with a central angle of 8°38'38"); thence S. 23°25'26" E., 144.33 feet (to the intersection of the proposed center line of Daniel's Canyon Drive and the proposed center line of Daniel's Cove); thence N. 61°34'34" E., 24.55 feet; thence northeasterly 109.22 feet along the arc of a 93.00 foot radius curve to the left (center bears N. 28°25'26" W., and long chord bears N. 27°55'49" E., 103.05 feet, with a central angle of 67°17'30"); thence N. 5°42'56" W., 170.39 feet (to the end of the easement on the center line of the proposed Daniel's Cove); thence S. 87°48'48" E., 112.78 feet; thence 8.80 feet along the arc of a 25.00 foot radius curve to the right (center bears S. 2°11'12" W., and long chord bears S. 77°43'41" E., 8.76 feet, with a central angle of 20°10'13"); thence S. 67°38'35" E., 38.18 feet; thence northeasterly 38.32 feet along the arc of a 20.00 foot radius curve to the left (center bears N. 22°21'25" E., and long chord bears N. 57°27'48" E., 32.72 feet, with a central angle of 109°47'15"); thence N. 2°34'10" E., 51.25 feet; thence northeasterly 135.69 feet along the arc of a 300.00 foot radius curve to the right (center bears S. 87°25'50" E., and long chord bears N. 15°31'36" E., 134.53 feet, with a central angle of 25°54'50"); thence N. 28°29'00" E., 10.00 feet; thence northeasterly 92.87 feet along the arc of a 100.00 foot radius curve to the right (center bears S. 61°31'00" E., and long chord bears N. 55°05'20" E., 89.57 feet, with a central angle of 53°12'38") to the end, being on the east line of the said Daniel's Canyon Subdivision boundary.

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