

When recorded, return to:

Blake D. Johnson
2225 Washington Blvd. Suite 200
Ogden, UT 84401

GRANT OF ACCESS AND UTILITY EASEMENT

This Grant of Access and Utility Easement ("Agreement") is dated as of this 3 day of December, 2018, by and between Slash M Ranch Holdings, LLC ("Grantor") and BC Strategies, LLC ("Grantee").

RECITALS:

A. Grantor is the fee owner of the property located in Box Elder County, Utah, which property is described on Exhibit "A" attached hereto (hereinafter the "Burdened Property").

B. Grantee is the owner of an adjoining piece of property located in Box Elder County, Utah, which is described on Exhibit "B" hereto (the "Benefited Parcel").

C. Grantee desires to enter into this Agreement for the purpose of two access and two utility easements over, across and under a portion of the Burdened Property which will ultimately provide access to Grantee's property via 400 East and 600 East.

NOW, THEREFORE, in consideration of the covenants and promises in the Agreement herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Utility Easements. Grantor hereby grants and conveys to Grantee, and its successors and assigns, two non-exclusive utility easements (together herein "Utility Easements") over, across and under the Burdened Property for the purpose of constructing, maintaining, repairing, inspecting, protecting, removing and replacing all elements of underlying utilities (including but not limited to storm, sewer, electrical, gas, and water) within the Burdened Property.

(a) Easement Location. The location of the Utility Easements are described in Exhibit C attached.

(b) Connections with Benefited Property. It is contemplated and intended that the Utility Easements granted herein will provide access to utility services from the local municipality and other providers, to the Benefited Property.

2. Grant of Access Easements. Grantor hereby grants and conveys to Grantee, and its successors and assigns two non-exclusive access easements (together the "Access Easements") over, across and under the Burdened Property for the purpose access to the Benefited Property. Together, these Access Easements are intended to benefit future subdivisions on the Benefited Property. The Access Easements begin at Factory Street in Garland, Utah and extend generally southward along both 400 E and 600 East with some nonlinear curvature until they intersect with the Benefited Property. The Access Easements are more particularly

described in Exhibit C attached. Grantor hereby agrees the purpose of the Access Easements and Utility Easements is for the subdivision and development of the Benefited Property at some future time and based on current projected requirements imposed by Garland City, and Grantor hereby agrees to provide Grantee with any reasonable adjustments to these easements in scope, size, or condition as required by Garland City in the future in order to subdivide and develop the Benefited Property.

3. Grantor's Future Connection Rights. In addition to consideration described above, Grantee agrees that Grantor, and Grantor's successors or assigns, shall have the right to connect to the infrastructure installed within the Access Easements and Utility Easements if and when the Burdened Properties are subdivided or developed. This includes access to connect to utility infrastructure and lines installed in the easements. However, any costs associated with connections under this section are to be paid by Grantor or Grantor's successor or assigns. Grantor.

4. Successors and Assigns. The Utility Easements and Access Easements shall be appurtenant to the Benefited Property and shall constitute a covenant running with the land for the benefit of the Benefited Property, and shall burden the Burdened Property, and shall apply to and bind the respective successors in interest to the Benefited Property and the Burdened Property.

5. Attorney's Fees. In the event that either party defaults in the performance of that party's obligations under this Agreement or in the event of any litigation between the parties arising out of this Agreement or concerning the meaning or interpretation of any provision contained herein, the defaulting or losing party shall pay the costs and expenses, including, without limitation, reasonable attorney's fees, incurred by the other party. In addition to the foregoing, award of attorneys' fees, costs and expenses to the prevailing party, the prevailing party in any lawsuit arising out of this Agreement shall be entitled to reasonable attorney's fees, costs and expenses incurred in any post-judgment proceeding to collect or enforce the judgment.

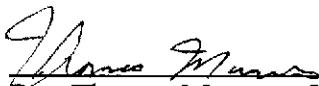
6. Condemnation. If, at any time, any portion of the Utility Easements or Access Easements shall be condemned or taken by any governmental authority exercising the power of eminent domain, the Grantee shall have the full right and authority to claim and recover from the condemning authority any and all compensation payable with respect to such condemnation as regards the easement interests of Grantee.

7. Timeframe for Easement Development. Grantor agrees that subdivision and development of the Benefited Property is subject to market conditions, demand, and many other factors. Grantee is under no obligation to subdivide and develop the Benefited Property by a date certain, including road and utility infrastructure. Nor is the grant of this easement conditioned upon sewer or other utilities being built or developed on property currently described as Box Elder Tax Parcel 06-067-0117 or any other specific property.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Utah.

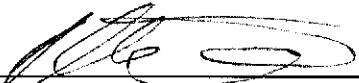
IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant of Limited Access and Utility Easement as of the date first above written.

Slash M Ranch Holdings, LLC



By: Thomas Munns – Owner/Manager

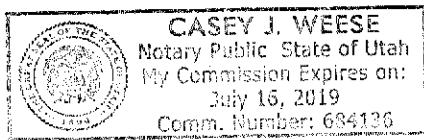
BC Strategies, LLC



By: Brett Mills – Owner/Manager

STATE OF UTAH)
: ss.
COUNTY OF Box Elder)

3 The foregoing Grant of Access and Utility Easement was acknowledged before me this
day of December, 2018, by Thomas Munns.

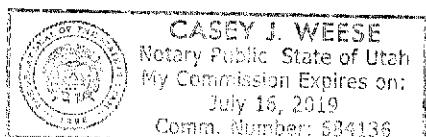


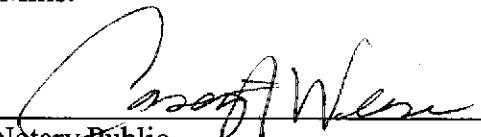


Notary Public
Residing at:

STATE OF UTAH)
: ss.
COUNTY OF Box Elder)

3 The foregoing Grant of Access and Utility Easement was acknowledged before me this
day of December, 2018, by Brett Mills.





Notary Public
Residing at:

EXHIBIT "A"

Burdened Property:

Parcel 06-098-0015

REMAINDER DESCRIPTION: BEG AT PT 330 FT S OF NE COR OF NW/4 SEC 35 T12N R3W SLM, W 2051.50 FT S 66 FT, W 79.5 FT, S 297 FT, E 2131 FT, N 363 FT TO BEG.

Parcel 06-098-0019

BEG AT A PT 42 RDS S OF NE CORNER OF NW/4 OF SEC 35 T12N R3W SLM, TH S 2 RDS, W 158 RDS O A PT ON E/L OF MAIN ST, N 2RDS, E 158 RDS TO POB. CONT 1.97 ACRES M/L.

Parcel 06-097-0026

S/2 OF BLKS 01, 02, 03, 04, 05 & LTS 07 & 08 BLK 06 PLT F GCS. CONT 5.753 AC M/L.

EXHIBIT "B"

Benefited Property: 06-098-0017

PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 12 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN:

BEGINNING AT A POINT LOCATED SOUTH 00'00'00" WEST 907.80 FEET (907.5 FEET BY RECORD) ALONG THE WEST LINE OF SECTION AND SOUTH 90'00'00" EAST 181.50 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER, RUNNING THENCE SOUTH 90'00'00" EAST 181.50 FEET, THENCE NORTH 00'00'00" EAST 181.56 FEET (181.50 FEET BY RECORD), THENCE NORTH 88'28'29" EAST 2238.63 FEET (EAST 2277.0 FEET RECORD) TO THE WEST LINE OF NORTHWEST QUARTER AND A POINT SOUTH 00'34'18" EAST 726.00 FEET FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, RUNNING THENCE SOUTH 00'34'18" EAST 620.36 FEET (EAST 594.0 FEET BY RECORD) ALONG SAID EAST LINE TO THE SOUTH TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID NORTHWEST QUARTER, THENCE SOUTH 88'58'25" WEST 2425.92 FEET (WEST 2458.5 FEET BY REOCRD) ALONG THE SOUTH LINE OF SAID NORTH HALF TO THE EAST LINE OF PLAT J OF THE GARLAND CITY SURVEY, THENCE NORTH 00'00'00" EAST 422.63 FEET (412.5 FEET BY RECORD) ALONG SAID EAST LINE TO POINT OF BEGINNING.

LESS: ALL OF STRELLA SUBDIVISON PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JULY 19, 2000, AS ENTRY NO. 143077, OF OFFICIAL RECORDS.

EXHIBIT "C"

Easement Description(s):

Access Easement 600 East

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 2, PLAT F, GARLAND SURVEY, SAID POINT IS ALSO ON THE WEST LINE OF EATON AVENUE (600 EAST) AND BEING NORTH 88°41'24" EAST 2143.27 FEET ALONG THE SECTION LINE AND SOUTH 00°34'23" EAST 181.52 FEET FROM THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 12 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING;

THENCE NORTH 88°41'24" EAST 66.01 FEET TO THE EAST LINE OF EATON AVENUE (600 EAST);

THENCE SOUTH 0°34'23" EAST 320.28 FEET;

THENCE SOUTHEASTERLY 251.40 FEET ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 89°25'37" EAST, CHORD BEARS SOUTH 24°34'46" EAST 244.10 FEET THROUGH A CENTRAL ANGLE OF 48°00'47");

THENCE SOUTH 88°41'24" WEST 88.67 FEET;

THENCE NORTHWESTERLY 241.22 FEET ALONG THE ARC OF A 366.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 51°39'56" EAST, CHORD BEARS NORTH 19°27'13" WEST 236.87 FEET THROUGH A CENTRAL ANGLE OF 37°45'41");

THENCE NORTH 0°34'23" WEST 319.43 FEET TO THE POINT OF BEGINNING.

CONTAINS 37,314 SQUARE FEET, 0.856 ACRES. R/W ENCUMBERS 06-098-0015, 0019, AND A PORTION OF 600 E ST

Access Easement 400 East

*A Portion of 400 East Street within a proposed subdivision to be known as
"The Enclave At Country Meadows"*

BEGINNING AT A POINT ON THE WEST LINE OF BROWN AVENUE (400 EAST), SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 1, BLOCK 4, PLAT F, GARLAND CITY SURVEY AND BEING NORTH 88°41'24" EAST 1417.21 ALONG THE SECTION LINE TO AN EXTENSION OF THE WEST LINE OF BROWN AVENUE, (400 EAST) AND SOUTH 00°34'23" EAST 181.52 FEET TO AND ALONG THE WEST LINE OF BROWN AVENUE, (400 EAST) FROM THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 12 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, (SAID POINT OF BEGINNING ALSO BEING THE POINT OF BEGINNING FOR A PROPOSED SUBDIVISION TO BE KNOWN AS "THE ENCLAVE AT COUNTRY MEADOWS,) AND RUNNING;

THENCE NORTH 88°41'24" EAST 66.01 FEET TO THE EAST LINE OF BROWN AVENUE (400 EAST);

THENCE SOUTH 0°34'23" EAST 88.00 FEET;

THENCE SOUTHWESTERLY 183.00 FEET ALONG THE ARC OF A 233.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 89°25'37" WEST, CHORD BEARS SOUTH 21°55'37" WEST 178.33 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00");

THENCE SOUTH 44°25'37" WEST 74.73 FEET;

THENCE SOUTHWESTERLY 131.16 FEET ALONG THE ARC OF A 167.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 45°34'23" EAST, CHORD BEARS SOUTH 21°55'37" WEST 127.82 FEET THROUGH A CENTRAL ANGLE OF 45°00'00");

THENCE SOUTH 0°34'23" EAST 123.05 FEET;

THENCE SOUTH 88°41'24" WEST 66.01 FEET;

THENCE NORTH 0°34'23" WEST 123.90 FEET;

THENCE NORTHEASTERLY 183.00 FEET ALONG THE ARC OF A 233.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 89°25'37" EAST, CHORD BEARS NORTH 21°55'37" EAST 178.33 FEET THROUGH A CENTRAL ANGLE OF 45°00'00");

THENCE NORTH 44°25'37" EAST 74.73 FEET;

THENCE NORTHEASTERLY 131.16 FEET ALONG THE ARC OF A 167.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 45°34'23" WEST, CHORD BEARS NORTH 21°55'37" EAST 127.82 FEET THROUGH A CENTRAL ANGLE OF 45°00'00");

THENCE NORTH 0°34'23" WEST 87.15 FEET TO THE WEST LINE OF BROWN AVENUE (400 EAST) TO THE POINT OF BEGINNING.

CONTAINS: 39,596 SQUARE FEET. 0.909 ACRES.

NOTE: THE PORTION OF 400 EAST STREET DESCRIBED HEREIN IS CONTAINED WITHIN THE PROPOSED SUBDIVISION TO BE KNOWN AS "THE ENCLAVE AT COUNTRY MEADOWS," AND IS DEFINED AS A DEDICATED STREET ON SAID PLAT.

R/W ENCUMBERS 06-098-0015, 0019, 06-097-0026,
AND A PORTION OF 400 E ST