

Ent: 427134 - Pg 1 of 4  
Date: 4/7/2016 2:35:00 PM  
Fee: \$17.00  
Filed By: eCASH  
Jerry M. Houghton, Recorder  
Tooele County Corporation  
For: Security Title Insurance Agency of Utah (Tooele)

When recorded please return to:  
Paul W. Jones, Esq. 4766 S.  
Holladay Blvd. Salt Lake City,  
Utah 84117

### GRANT OF EASEMENT FOR ACCESS POINT #1

**HOGAN BROTHERS, INC.**, a Utah corporation **Grantor**, hereby grants, conveys and warrants to **SOUTHSIDE GRAVEL, LLC**, a Utah limited liability company, Grantee, for Ten Dollars and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, an access easement and right-of-way from Silver Avenue, a public street located in Tooele County, state of Utah, to the parcel of real property Southside Gravel, LLC is acquiring at this same time and part of the same transaction from South Rim, LC, a Utah limited liability company, described on Exhibit 2, attached with Tax ID No. 6-23-28. Hogan Brothers, Inc, hereby warrants that this Grant of Easement will provide access from Silver Avenue to the real property described on Exhibit 2, for ingress and egress, including the removal of sand and gravel on a commercial basis and other uses as set forth below. The scope of this easement includes, but is not limited to the use, surveying, construction, repair, renewal, modification, reconstruction, maintenance, inspection, replacement or removal of a roadway to upon Access Point #1 (defined below), together with reasonable rights of ingress and egress over all of Access Point #1 (defined below) necessary or convenient for the full and complete use of the access easement hereby granted, and for the direct benefit of the real property described on Exhibit 2 and all rights and privileges incident thereto, including the right to cut and remove trees, brush, overhanging branches, and other obstructions which may unreasonably interfere with the Grantee's use of the access easement, the right to reasonably place, remove, and replace piping, culverts, fences, electrical and water lines, sewer lines, telephone and computer cables or other lines or pipes, utilities below or above the surface, , subject, however, to the obligation to repair and replace all such improvements, including landscaping on the surface of the easement. The access easement is more particularly described as the following property in Tooele County, Utah:

Access Point #1 is specifically described in Exhibit 1 attached hereto and by reference made a part hereof.

Access Point #1 (defined above) is placed situated upon a portion of the Tooele County Parcel No. 6-23-27. The access easement shall be binding on the Grantor and Grantee and their respective successors and assigns and shall run with the land in perpetuity and is for the benefit of the real property described in Exhibit 2, attached.

Grantee shall restore the surface of the access easement and right-of-way (including the removal of any debris) upon constructing, repairing, maintaining, or replacing a roadway that runs through Access Point #1 (defined above), so that the same will be left in a slightly condition and restored to, as near as practicable, the condition of the surface and any constructed improvements thereon as existed prior to such work.

The location of the Access Point #1 easement may be changed from time-to-time as reasonably agreed upon between the parties, and the cost of the change of an access easement shall be borne by the party requesting its relocation.

RESERVING unto Grantor, the right to place other utilities within the easement, including sewer, surface and storm drains, electrical lines, gas pipelines, water pipelines, cable lines, or other utility

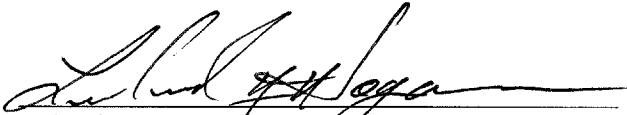
lines, to landscape the surface of the Easement, to place footings for construction of Grantor's improvements within the Easement, to use the Easement for parking or temporary storage of materials of Grantor, to place cement pads on the easement property as required for Grantor's building requirements or needs, and to otherwise use the easement property so long as such use does not unreasonably interfere with the use of the easement granted to Grantee. However Grantor shall not in any manner for any length of time restrict or limit Grantee's use of this easement as provided for herein, and in particular interfere with or restrict vehicular traffic including but not limited to the removal of sand, gravel and other minerals. Grantee shall repair and replace any such improvement damaged by Grantee in its use of the easement.

Grantor and Grantee understand, agree, and acknowledge that should Tooele County or any other governmental entity cause the intent of this easement to be rendered useless or impractical then Grantor and Grantee shall meet and confer to accommodate a reasonable replacement access easement.

WITNESS the hand of said Grantor this 5 day of April, 2016.

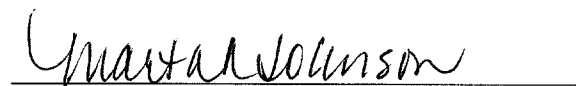
OWNER

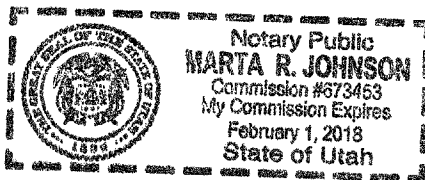
HOGAN BROTHERS, INC., a Utah corporation

  
Leland J. Hogan, President

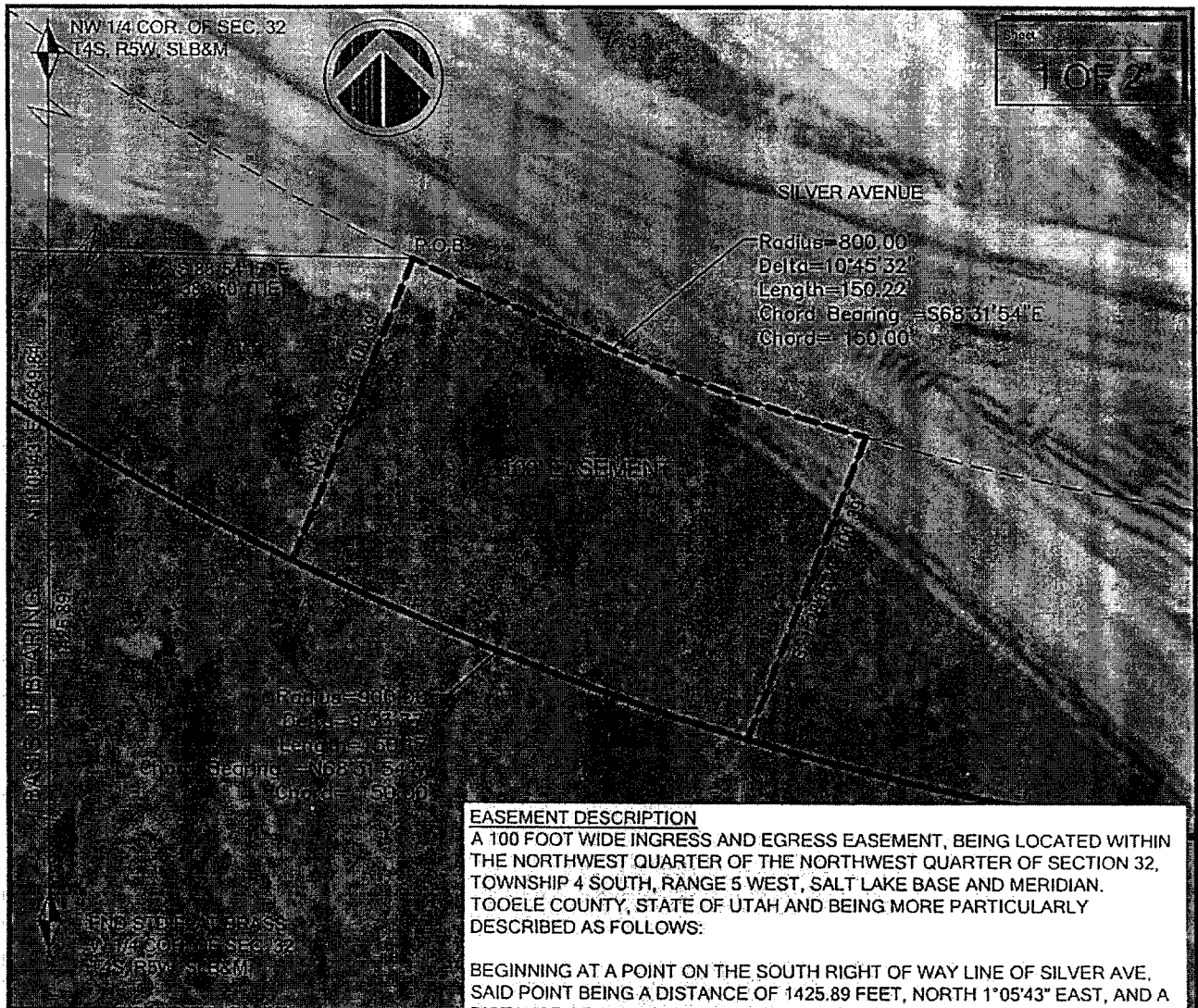
STATE OF UTAH    )  
                                  ) ss:  
County of Tooele    )

On the 5<sup>th</sup> day of April, 2016, personally appeared before me Leland J. Hogan, who, being by me duly sworn, acknowledged to me that he is the duly appointed and authorized officer of Hogan Brothers, Inc., and that he lawfully executed the foregoing instrument on behalf of said Company.

  
NOTARY PUBLIC  
Residing in Tooele  
My Commission Expires: 2/1/2018



[SEAL]



**EASEMENT DESCRIPTION**

A 100 FOOT WIDE INGRESS AND EGRESS EASEMENT, BEING LOCATED WITHIN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN. TOOELE COUNTY, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF SILVER AVE, SAID POINT BEING A DISTANCE OF 1425.89 FEET, NORTH 1°05'43" EAST, AND A DISTANCE OF 382.60 FEET, SOUTH 88°54'17" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION AND RUNNING THENCE SOUTHEASTERLY ALONG A 800 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 150.22 FEET, (CHORD BEARS S 68°31'54" E, 150 FEET) ALONG SAID RIGHT OF WAY; THENCE SOUTH 21°28'06" WEST, A DISTANCE OF 100.39 FEET TO THE NORTH LINE OF A PARCEL KNOWN AS THE HOGAN RANCH QUARRY; THENCE NORTHWESTERLY ALONG A 900 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 150.17 FEET, (CHORD BEARS N 68°31'54" W, 150.00 FEET) ALONG SAID NORTH LINE; THENCE NORTH 21°28'06" EAST, A DISTANCE OF 100.39 FEET TO THE POINT OF BEGINNING. CONTAINS 15,020 SQFT MORE OR LESS.

GRAPHIC SCALE



( IN FEET )  
1 inch = 50 ft.

CLIENT  
**HOGAN RANCHES**  
 JOYCE HOGAN  
 5743 S. HOGAN RD.  
 STOCKTON UTAH  
 (435) 830-2460

DATE OF ORIGINAL DRAWING: March 22, 2016

NO	REVISION	DATE	BY
2			
1			

DWNG BY  
 RDF  
 CHCKD BY  
 Russell Flint, PS  
 PROJ. #  
 150205

PROJECT  
**HOGAN RANCH ROCK QUARRY**  
 STOCKTON UTAH  
 TOOELE COUNTY, SEC. 31, 32 OF T4S, R5W, SLB&M  
 SHEET TITLE  
**ACCESS EASEMENT #1**

**FLINT ENTERPRISES**  
 P.O. BOX 85029,  
 SOUTH JORDAN, UT 84095  
 PHONE: (801) 446-1820  
 WWW.FLINTENTERPRISES.COM

6-23-28

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 5 WEST, SALT LAKE BASE & MERIDIAN, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N01°05'32"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1,556.52 FEET; THENCE S54°21'13"E, A DISTANCE OF 266.78 FEET TO A POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 900.00 FEET AND A CENTRAL ANGLE OF 35°41'03"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 560.53 FEET, (CHORD BEARS S72°11'44"E, A DISTANCE OF 551.51 FEET); THENCE N89°57'44"E, A DISTANCE OF 723.89 FEET; THENCE S00°02'16"E, A DISTANCE OF 2,416.66 FEET; THENCE S56°58'24"W, A DISTANCE OF 39.34 FEET; THENCE S00°22'12"W, A DISTANCE OF 98.36 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE S89°59'57"W ALONG SAID SOUTH LINE, A DISTANCE OF 1,447.31 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE N00°42'29"W ALONG SAID WEST LINE, A DISTANCE OF 1,303.98 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3,848,834 SQUARE FEET OR 88.357 ACRES, MORE OR LESS.