

When Recorded, Please Return To:

Sawmill 4 & 5, LLC
947 South 500 East, Ste. 100
American Fork, Utah 84003

(Space above for Recorder's use only.)

EASEMENT AGREEMENT

THE UNDERSIGNED grantors, **Tingey Real Estate, LTD.**, a Utah limited partnership f/k/a Tingey Real Estate, A Utah Limited Partnership, **Millhaven Construction, LLC**, a Utah limited liability company, and **Tioga Funding Real Estate Group, LLC**, a Utah limited liability company (the "**Grantors**"), own portions of real property situated and located in Wasatch County, State of Utah and more particularly described on Exhibit A attached hereto (the "**Burdened Property**"), and do hereby convey, grant, and release to Sawmill 4 & 5, LLC, a Utah limited liability company, and its successors and assigns ("**Grantee**") which owns the real property situated and located in Wasatch County, State of Utah and more particularly described on Exhibit B attached hereto (the "**Benefitted Property**") the following easements with respect to only that portion of the Burdened Property more particularly described and depicted on Exhibit C attached hereto (the "**Easement Property**"):

- (a) a perpetual non-exclusive easement and right-of-way for access, ingress and egress, over, across, under and through the Easement Property; and
- (b) a perpetual non-exclusive easement and right-of-way over, across, under and through the Easement Property for the installation, construction, operation, maintenance, repair, replacement and renewal of any and all utility lines and related facilities within the Benefitted Property, wherever said utility lines may from time to time be located, including without limitation gas, electrical, telephone, cable, internet, sewer and water utilities and related equipment and facilities. Such easement includes a temporary easement during any maintenance or construction of 20 feet on either side of the Burdened Property to the extent owned by the Grantor's executing this instrument. Such temporary construction easement shall expire on the date the improvements described herein are completed, or as otherwise agreed to herein.

It is intended that each of the easements set forth herein shall run with the land and create equitable servitudes in favor of the Benefitted Property, shall bind every person having any fee, leasehold or other interest in the Burdened Property and shall inure to the benefit of the owners of the Benefitted Property and their respective successors, assigns, heirs, and personal representatives.

Grantors and Grantee hereby agree that at such time as the Burdened Property becomes a dedicated roadway for the general use of the public, this easement shall be terminated so long as the use of any utilities for the Benefitted Property shall not be disrupted.

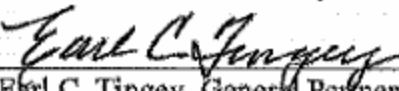
DATED March __, 2018.

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement on the date first set forth above.

Grantors:

Tingey Real Estate, LTD.,
a Utah limited partnership f/k/a
Tingey Real Estate,
A Utah Limited Partnership

By:


Earl C. Tingey, General Partner

Grantee:

Sawmill 4 & 5, LLC,
a Utah limited liability company

By:


Brad Jensen, Manager

Millhaven Construction, LLC,
a Utah Limited Liability Company

By:


Jeremy Ackley, Manager

Tioga Funding Real Estate Group, LLC,
a Utah Limited Liability Company

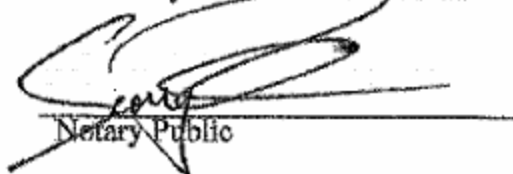
By:


Heath Johnston, Manager

State of Utah)
 County of Davis)ss

The foregoing instrument was acknowledged before me on March 29, 2018, by Earl C. Tingey, General Partner of Tingey Real Estate, LTD., a Utah Limited Partnership, formerly known as Tingey Real Estate, a Utah Limited Partnership LLC.

Witness my hand and official seal.

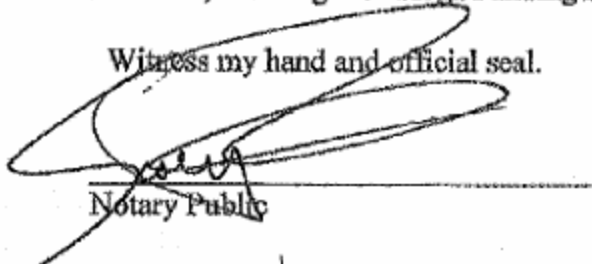

 Notary Public



State of Utah)
 County of Utah)ss.

The foregoing instrument was acknowledged before me on March 29, 2018, by Heath Johnston, a Manager of Tioga Funding Real Estate Group, LLC.

Witness my hand and official seal.


 Notary Public

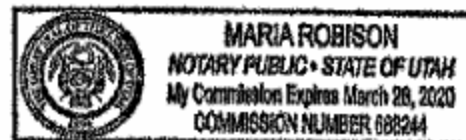


State of Utah)
 County of Utah)ss.

The foregoing instrument was acknowledged before me on March __, 2018, by Jeremy Ackley, a Manager of Millhaven Construction, LLC.

Witness my hand and official seal.


 Notary Public



State of Utah)
)ss.
County of Utah)

The foregoing instrument was acknowledged before me on March 29, 2018, by Brad Jensen, a Manager of Sawmill 4 & 5, LLC.

Witness my hand and official seal.



Notary Public



Exhibit A
To
Easement Agreement

(Legal Description of Burdened Property)

The following real property located in Wasatch County, Utah, and more particularly described as:

Beginning at a point being South 89°50'37" West 973.20 feet along the Section line and South 33 feet from the Northeast Corner of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian;

Thence South 0°09'27" East 2123.44 feet;

Thence 323.86 feet along the arc of a 780 foot radius curve to the Left thru a central angle of 23°47'21" (Chord bears South 12°03'07" East 321.53 feet);

Thence 563.84 feet along the arc of a 1358 foot radius curve to the Right thru a central angle of 23°47'21" (Chord bears South 12°03'07" East 559.80 feet);

Thence South 0°09'27" East 371 feet;

Thence South 89°51'45" West 116 feet;

Thence North 0°09'27" West 370.96 feet;

Thence 515.68 feet along the arc of a 1242 foot radius curve to the Left thru a central angle of 23°47'21" (Chord bears North 12°03'07" West 511.98 feet);

Thence 372.02 feet along the arc of a 896 foot radius curve to the Right thru a central angle of 23°47'21" (Chord bears North 12°03'07" West 369.35 feet);

Thence North 0°09'27" West 2123.44 feet;

Thence North 89°50'37" East 116 feet to the Point of Beginning.

Contains 9.007 Acres or 392,325 square feet, more or less.

Affects a portion of the following tax Parcel Numbers:

*00-0021-2375

*00-0020-8278

*00-0020-8282

*00-0020-8281

*00-0020-8279

*00-0020-8286

*00-0012-1967

*00-0020-8277

Exhibit B
To
Easement Agreement

(Legal Description of Benefitted Property)

The following real property located in Wasatch County, Utah, and more particularly described as:

Beginning at a point 40 feet West and 330 feet South of the Northeast corner of the Southeast quarter of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian; and running thence South 390 feet; thence West 1280 feet; thence North 720 feet; thence East 620 feet; thence South 330 feet; thence East 660 feet to the point of beginning.

Tax ID No.: 00-0020-8292

Exhibit C
To
Easement Agreement

(Map of Burdened Property)

