

## **BEAR RIVER CANAL COMPANY REPAIR AND EMERGENCY ACCESS EASEMENT AGREEMENT**

This Bear River Canal Company Repair and Emergency Access Easement Agreement (the "**Agreement**") is made and entered into by and between Land Haven, Inc. and Visionary Homes 2020, LLC (collectively "**Visionary**") and Bear River Canal Company ("**BRCC**"). Each of the foregoing parties is referred to herein as a "Party" and collectively as the "Parties." This Agreement shall be effective as of the date it is recorded with the Box Elder County Recorder's Office.

### **RECITALS**

- A. Land Haven is an affiliate of Visionary Homes 2020, LLC
- B. Visionary Homes 2020, LLC is the developer of the Archibald Estates subdivision ("**Archibald Estates**") located in Tremonton, Box Elder County, Utah.
- C. Land Haven currently owns a parcel of land adjacent to and north of Archibald Estates, such land to be developed and annexed into Archibald Estates.
- D. BRCC is a Shareholder owned non-profit corporation organized for the general purpose of delivering water to Shareholders in Box Elder County, Utah.
- E. As a primary component of its distribution infrastructure, BRCC owns and operates the Central Canal (the "**Canal**") located directly west of Archibald Estates.
- F. BRCC owns property generally 37.5 feet from the centerline of the property on which the Canal is located, (the "**Canal Property**"), more particularly described on Exhibit A, attached hereto.
- G. The parcel owned by Land Haven, Inc. borders the Canal Property and is described with particularity on Exhibit B, attached hereto.
- H. Visionary Homes 2020, LLC owns six (6) Lots in Archibald Estates that also border the Canal Property and are described with particularity on Exhibit C, attached hereto.
- I. The parcel owned by Land Haven, Inc. and the six (6) Lots owned by Visionary Homes 2020, LLC are collectively referred to herein as the "**Parcels**."
- J. BRCC has asserted the right to claim a prescriptive easement across a portion of the Parcels sufficient to maintain and operate the Canal, including the need for access to

address major repairs and emergency situations. This Agreement supersedes any claim of a prescriptive easement by BRCC as to the Parcels, but as to the Parcels only.

- K. The Parties desire to come to an agreement that allows for the development of Archibald Estates and for BRCC to fulfill its public welfare and safety duties to timely address major repairs and/or emergency situations related to the Canal.
- L. The Parties desire to grant an easement to BRCC across a portion of the Parcels for the purposes of major repairs and/or emergencies related to the Canal.

### **AGREEMENT/EASEMENT**

In consideration of the foregoing and the mutual covenants of the Parties contained in this Agreement, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated into this Agreement.
2. **Grant of Easement to BRCC.** Subject to the rights and restrictions set forth in this Agreement, Visionary hereby grants and conveys to BRCC an easement over and across a portion of the Parcels. The easement shall extend from the west property line of the Parcels inward twelve and one-half (12.5) feet onto the Parcels, and shall extend the entire length of the Parcels (the "**Easement Area**"). The location of the Easement Area is particularly described on the attached Exhibit D.
3. **Scope of Easement.** The Easement Area may only be used by BRCC, its agents, employees, or affiliates when such access to the Easement Area is necessary to protect the health and safety of human life or to preserve the integrity of the Canal. Use of the Easement Area by BRCC shall only be for emergency purposes and/or major repairs of the Canal. The Parties understand and agree that the regular and routine maintenance of the Canal can and shall be performed by accessing dirt road between the Canal and the Parcels located on and within the Canal Property owned by BRCC. The Easement Area is not to be used for the convenience of BRCC or for routine repairs.
4. **Notice Before Use.** Before BRCC may access any portion of the Easement Area, BRCC shall provide reasonable and adequate notice to Visionary or its successors, except in the case of an emergency where no notice shall be required. The notice shall include the scope of the work to be performed, an explanation of the necessity to access the Easement Area and/or the portion of the Easement Area, the timeframe of the access, and contact information for BRCC. Except in the case of emergency, access may only take place during the hours of 7 a.m. and 7 p.m. Notice to Visionary shall be sent to Visionary's registered agent. Notice to Visionary's successors shall

be sent to the entity and address as shown in the records of the Box Elder County Recorder's Office.

5. **Access to and Repair of Easement Area.** The Parties understand and agree that a perimeter fence and other non-permanent structures may be located and/or constructed in the Easement Area. When accessing the Easement Area, BRCC shall have the right to remove fences, non-permanent structures, and/or landscaping located on the Easement Area. However, BRCC shall promptly repair the Easement Area when such access is concluded and shall leave the Easement Area in the same or better condition than before. All fences, non-permanent structures, shall be replaced with the same or similar materials, landscaping replacements are to be negotiated with BRCC and the landowner at the time.
6. **Non-Use.** No obligation arising from or out of this Agreement or any right granted under this Agreement, shall lapse because of non-use. Notwithstanding the foregoing, the Easement shall be deemed extinguished if the Canal is ever demolished and/or taken out of use. Placing the Canal in a pipe, box culvert, or other enclosed structure shall constitute demolition of the Canal.
7. **Easement to Run with the Land.** Subject to the other terms of this Agreement, the Easement shall run with the land as to all property benefitted and burdened thereby, including any partition or division of such property. The rights, covenants, and obligations contained in this Agreement shall bind, burden, and benefit the Parties and their respective successors, assigns, heirs, lessees, mortgagees, and beneficiaries under any deeds of trust.
8. **Sole Easement.** This Agreement shall be the sole easement and agreement between the Parties related to the Canal Property and the Parcels. This Agreement supersedes, vacates, and voids any other easements, whether recorded or not and whether claimed or not, between the parties related to the Canal Property and the Parcels. Specifically, this Agreement rescinds and supersedes the portions of the Notice of Prescriptive Easement recorded against the Parcels by Bear River on September 28, 2020 in the Office of the Box Elder County Recorder as Entry No. 418855. All other portions of the Prescriptive Easement as it relates to property other than the Canal Property and Parcels remains in full force and effect. The agreement to rescind and supersede a portion of BRCC's Prescriptive Easement claim as it relates to the Canal Property and the Parcels is not a waiver or abandonment of the BRCC's claim to prescriptive or other easement along other portions of the Canal or other BRCC distribution infrastructure.
9. **Conformance with Governmental Requirements.** BRCC shall cause its uses of the Easement Area to be in conformance with all applicable federal, state, county, and municipal laws, ordinances, regulations, and requirements.
10. **Recording.** This Agreement shall be recorded in the official records of Box Elder County, Utah.

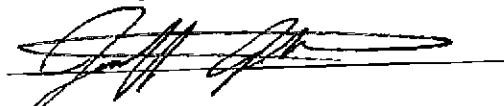
11. **Distribution of Agreement:** Visionary shall provide a copy of this Agreement to future purchasers of the Parcels from Visionary.
12. **Waiver.** Failure of either Party at any time to require performance of any provision of this Agreement shall not limit such Party's right to enforce such provision, nor shall any waiver of breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or waiver of such provision itself.
13. **Indemnity.**  
BRCC shall indemnify and hold Visionary harmless from and against any and all liability for personal injury, property damage, excluding activities agreed to in this Agreement needed to access and use the Easement Area for emergency repair activities, and/or otherwise, resulting from or connected with BRCC activities inside the Easement Area, except liability for personal injury or property damage caused solely by the negligence or intentional conduct of Visionary.
14. **Attorneys' Fees.** If a suit, action, or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement or to enforce any rights hereunder, the prevailing Party shall be entitled to recover its attorneys' fees and expenses and all other fees and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or on any appeal or review, in addition to all other amounts provided by law.
15. **Remedies.** In the event that either Party fails to perform any obligation under this Agreement, the other Party shall be entitled to require specific performance of such obligation, to obtain appropriate injunctive relief (without the necessity of showing inadequate remedies at law), to cure the default of such obligation and recover the costs thereof from the Party breaching such obligation, or to pursue any other remedy available at law or equity. The remedies authorized throughout this Agreement are not mutually exclusive and may be maintained independently of each other.
16. **Amendment and Termination.** This Agreement may be amended and/or terminated only by a written agreement signed by representatives of both Parties, their successors, or assigns. Said amendment and/or notice of termination shall be recorded in the Office of the Box Elder County Recorder.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

*[SIGNATURES TO FOLLOW]*



**Visionary Homes 2020, LLC**  
**A Utah Limited Liability Company**



By: JEFF JACKSON

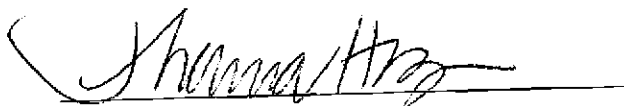
Its: MANAGING MEMBER

STATE OF UTAH

COUNTY OF Cache

)  
) SS:  
)

On the 21st day of October 2022, personally appeared before me Jeffrey Jackson, who by me being duly sworn, did say that he/she is a representative of Visionary Homes 2020, LLC, and that he/she is authorized to execute this Agreement.



Notary Public



**Bear River Canal Company  
A Utah Non-Profit Corporation**



By: ~~General Manager~~ Trevor J. Nielson

Its: General Manager

STATE OF UTAH  
COUNTY OF Box Elder ) SS:



On the 19 day of Oct 2022, personally appeared before me Trevor Nielson, who by me being duly sworn, did say that he/she is a representative of Bear River Canal Company, and that he/she is authorized to execute this Agreement.

Lori Potter  
Notary Public

## EXHIBIT A

R/W AFFECTS 05-251-0128

### **BEAR RIVER CANAL EXISTING 37.5 FT WIDE RIGHT-OF-WAY:**

A PART OF THE NORTHWEST QUARTER OF SECTION 3, T 11 N, R 3 W, SLB&M described as follows:

Beginning at the intersection of the Centerline of the Bear River Canal and South right-of-way line of 1000 North Street at a point 83.12 feet S 89°51'37" E along the Section Line and 33.00 feet S 00°25'46" W from the Northwest Corner of Section 3, Township 11 North, Range 3 West, S.L.B.&M. and RUNNING THENCE S 89°51'37" E 37.50 feet to the East line of said canal; thence S 00°46'23" W 1096.91 feet along said East line; thence N 89°19'22" W 37.50 feet to the centerline of said canal; thence N 00°46'23" E 1096.56 feet along said centerline to the point of beginning. Containing 0.94 acres more or less.



**EXHIBIT B****LEGAL DESCRIPTION****Parcel Number: 05-251-0128**

PART OF NW/4 OF NW/4 SEC 03, T 11N, R 03W, SLM. BEG AT A POINT LOCATED 113 FT EAST & 33 FT SOUTH OF NW CORNER SD NW/4 SD SEC 03; SD POINT BEING ON EAST LINE OF CANAL. THENCE SOUTH ALONG SD EAST LINE 1231.20 FT, EAST PARALLEL TO NORTH LINE OF SD SEC 03 TO EAST LINE OF NW/4 OF NW/4 SD SEC 03, NORTH 906.20 FT M/L TO SE CORNER OF C DUANE KERR PROPERTY [05-043-0001], WEST ALONG SOUTH BOUNDARY OF SD KERR PROPERTY 502.80 FT, NORTH 325.00 FT M/L TO SOUTH LINE OF 1200 NORTH ST, WEST 704.2 FT M/L TO POB. LESS: [05-043-0068] PART OF NW/4 OF SEC 03, T 11N, R 03W, SLM. BEG AT A POINT WHICH LIES S 89°49'14" E (EAST BY RECORD) ALONG NORTH LINE OF SD SEC 522.05 FT & SOUTH 1078.45 FT FROM NW CORNER OF SD SEC 03. THENCE EAST 395.00 FT, SOUTH 61.09 FT, 166.23 FT ALONG ARC OF A CURVE TO LEFT WITH A RADIUS OF 280.00 FT, DELTA ANGLE OF 34°00'52" & CHORD LENGTH OF 163.80 FT WHICH BEARS S 17°00'26" E, S 34°00'52" E 61.44 FT, 24.23 FT ALONG ARC OF A CURVE RIGHT WITH A RADIUS OF 170.00 FT DELTA ANGLE OF 08°10'02" & CHORD LENGTH 24.21 FT WHICH BEARS S 29°55'51" E TO NE CORNER OF LOT 15, ARCHIBALD ESTATES SUBDIVISION, PLT G, AS RECORDED IN BE COUNTY RECORDERS OFFICE, ALONG NORTH LINE OF SD SUBDIVISION IN FOLLOWING FIVE (5) COURSES: 1) S 85°35'37" W 108.37 FT, 2) S 79°10'16" W 104.72 FT, 3) S 70°45'06" W 174.19 FT, 4) S 79°10'13" W 83.15 FT, 5) S 87°52'10" W 34.46 FT, NORTH 401.57 FT TO POB.

LESS: [05-043-0069] PART OF NW/4 OF SEC 03, T 11N, R 03W, SLM. BEG AT POINT WHICH LIES S 89°49'14" E (EAST BY RECORD) ALONG NORTH LINE OF SD SEC 917.06 FT & SOUTH 1077.21 FT FROM NW CORNER SD SEC 03, EAST 60.00 FT, SOUTH 61.09 FT, 130.61 FT ALONG ARC OF CURVE TO LEFT WITH A RADIUS OF 220.00 FT DELTA ANGLE OF 34°00'52" & CHORD LENGTH OF 128.70 FT WHICH BEARS S 17°00'26" E, S 34°00'52" E 61.44 FT, 54.85 FT ALONG ARC OF CURVE TO RIGHT WITH A RADIUS OF 230.00 FT DELTA ANGLE OF 13°39'51" & A CHORD LENGTH OF 54.72 FT WHICH BEARS S 27°10'56" E TO NW CORNER LOT 14 OF ARCHIBALD ESTATES SUBDIVISION, PLT G, AS RECORDED IN BE COUNTY RECORDERS OFFICE, S 84°38'55" W ALONG NORTH LINE OF SD SUB 62.93 FT TO NE CORNER OF LOT 15 OF SD SUBDIVISION, 24.23 FT ALONG ARC OF A CURVE TO LEFT WITH A RADIUS OF 170.00 DELTA ANGLE 08°10'02" & CHORD LENGTH 24.21 FT WHICH BEARS [N] 29°55'51" W, N 34°00'52" W 61.44 FT, 166.23 FT ALONG ARC OF A CURVE TO RIGHT WITH A RADIUS 280.00 FT, DELTA ANGLE OF 34°00'52" & CHORD LENGTH 163.80 FT WHICH BEARS N 17°00'26" W, NORTH 61.09 FT TO POB.

LESS: [05-043-0087] PART OF THE NW/4 OF SEC 03, T 11N, R 03W, SLB&M. BEGINNING AT THE NORTHWEST CORNER OF LOT 01 OF ARCHIBALD ESTATES PLAT "I", SAID POINT BEING ON THE

EAST LINE OF THE BEAR RIVER CANAL, AT A POINT 1486.16 FT S 00°31'17" W ALONG THE SECTION LINE (BASIS OF BEARING) AND 117.37 FT EAST FROM THE NORTHWEST CORNER OF SEC 03, T 11N, R 03W, S.L.B.&M. THENCE N 00°02'43" E 261.40 FT ALONG THE EAST LINE OF SAID CANAL; CONTINUING N 00°46'23" E 94.61 FT ALONG SAID CANAL; S 89°19'22" E 91.85 FT; N 83°36'36" E 34.26 FT; S 89°19'22" E 228.22 FT; N 00°40'38" E 74.98 FT; S 89°19'22" E 236.00 FT; S 00°40'38" W 48.01 FT; S 89°19'22" E 92.00 FT; N 00°40'38" E 419.01 FT; S 89°19'22" E 95.20 FT; 148.06 FT ALONG THE ARC OF A NON-TANGENT RADIUS CURVE TO THE LEFT WITH CHORD BEARING N 06°19'39" W 148.00 FT; 168.13 FT ALONG THE ARC OF A 1030.00 FT RADIUS CURVE TO THE RIGHT WITH CHORD BEARING N 04°32'12" W 167.95 FT; N 00°08'23" E 94.90 FT; 18.05 FT ALONG THE ARC OF A 15.00 FT RADIUS CURVE TO THE LEFT WITH CHORD BEARING N 55°22'48" W 16.98 FT; N 89°51'37" W 136.93 FT; 50.96 FT ALONG THE ARC OF A 110.50 FT RADIUS CURVE TO THE LEFT WITH CHORD BEARING S 76°55'45" W 50.50 FT; 125.17 FT ALONG THE ARC OF A 249.50 FT RADIUS CURVE TO THE RIGHT WITH CHORD BEARING S 78°05'26" W 123.86 FT; N 00°25'46" E 272.40 FT TO THE SOUTH R/W LINE OF 1000 NORTH STREET; S 89°51'37" E 475.85 FT ALONG SAID R/W LINE TO NORTHWEST CORNER OF THE DUANE C KERR PROPERTY; S 00°29'40" W 325.04 FT TO AN EXISTING FENCE CORNER AT THE SOUTHWEST CORNER OF SAID KERR PROPERTY; S 89°51'37" E 53.00 FT; S 00°08'23" W 159.00 FT; N 89°51'37" W 19.90 FT; S 00°40'38" W 74.00 FT; S 02°35'41" E 134.15 FT; S 00°40'38" W 537.75 FT; S 84°38'55" W 9.62 FT; 21.34 FT ALONG THE ARC OF A 10.50 FT RADIUS CURVE TO THE LEFT WITH CHORD BEARING S 26°25'27" W 17.85 FT; 20.57 FT ALONG THE ARC OF A 170.00 FT RADIUS CURVE TO THE LEFT WITH CHORD BEARING S 35°16'01" E 20.56 FT; 73.37 FT ALONG THE ARC OF A 230.00 FT RADIUS CURVE TO THE RIGHT WITH CHORD BEARING S 29°32'41" E 73.46 FT TO THE NORTHWEST CORNER OF LOT 14 OF ARCHIBALD ESTATES PLAT "G"; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE NORTHERLY LINE OF SAID PLAT G: 1) S 84°38'55" W 62.93 FT; 2) S 85°35'37" W 108.37 FT; 3) S 76°10'16" W 104.72 FT; 4) S 70°45'06" W 174.19 FT; 5) S 76°10'13" W 83.15 FT; 6) S 87°52'10" W 180.00 FT TO THE NORTHWEST CORNER OF LOT 21 OF SAID ARCHIBALD ESTATES SUBDIVISION PLAT G AND THE NORTHEAST CORNER OF LOT 02 OF ARCHIBALD ESTATES SUBDIVISION PLAT I; WEST 273.13 FT THE POINT OF BEGINNING.

LESS: [05-043-0094] A PART OF THE NORTHWEST QUARTER OF SECTION 03, T 11N, R 03W, SLBM. DESCRIBED AS FOLLOWS: BEGINNING OF THE NORTHEAST CORNER OF LOT 26 OF ARCHIBALD ESTATES PLAT "J" AND SOUTH LINE OF THE DUANE C KERR PROPERTY AT A POINT 1066.43 FEET S 89°51'37" E ALONG THE SECTION LINE (BASIS OF BEARING) AND 358.03 FEET S 00°08'23" W FROM THE NORTHWEST CORNER OF SECTION 03, TOWNSHIP 11 NORTH, RANGE 03 WEST, SLBM. AND RUNNING THENCE S 89°51'37" E 247.27 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3: THENCE S 00°40'38" W 1004.67 FEET ALONG SAID EAST LINE TO A POINT 0.88 FEET S 88°15'15" E FROM THE NORTHEAST CORNER OF LOT 13 OF ARCHIBALD ESTATES PLAT "G"; THENCE N 89°15'15" W 226.28 FEET TO THE NORTHWEST CORNER OF LOT 14 OF SAID PLAT "G"; THENCE THE FOLLOWING NINE COURSES ALONG THE EASTERLY LINE OF ARCHIBALD ESTATES PLAT "J": (1) 73.77 FEET ALONG THE ARC OF A 230.00 FOOT RADIUS CURVE TO THE LEFT WITH CHORD BEARING N 29°32'41" W 73.46 FEET; (2) 20.57 FEET ALONG THE ARC OF A 170.00 FOOT RADIUS CURVE TO THE RIGHT WITH CHORD BEARING N 35°16'01" W 20.56 FEET; (3) 21.34 FEET ALONG THE ARC OF A 10.50 FOOT RADIUS CURVE TO THE RIGHT WITH CHORD BEARING N 26°25'27" E 17.85 FEET; (4) N 84°38'55" E 9.62

FEET; (5) N 00°40'38" E 537.75 FEET; (6) N 02°35'41" W 134.15 FEET; (7) N 00°40'38" E 74.00 FEET (8) S 89°51'37" E 19.90 FEET; (9) N 00°08'23" E 159.00 FEET TO THE POINT OF BEGINNING. LESS [05-251-0077]: A PART OF THE NORTHWEST QUARTER OF SECTION 3, T 11 N, R 3 W, SLB&M DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF ARCHIBALD ESTATES PLAT "J" AT A POINT 539.74 FEET S 89°51'37" E ALONG THE SECTION LINE (BASIS OF BEARING) AND 225.40 FEET S 00°25'46" W FROM THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 3 WEST, SLB&M. AND RUNNING THENCE S 00°25'46" W 80.00 FEET; THENCE 125.17 FEET ALONG THE ARC OF A 249.50 FOOT RADIUS CURVE TO THE LEFT WITH CHORD BEARING N 78°05'26" E 123.86 FEET; THENCE 50.96 FEET ALONG THE ARE OF A 110.50 FOOT RADIUS CURVE TO THE RIGHT WITH CHORD BEARING N 76°55'45" E 50.50 FEET; THENCE S 89°51'37" E 136.93 FEET; THENCE 18.05 FEET ALONG THE ARE OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT WITH CHORD BEARING S 55°22'48" E 16.98 FEET; THENCE S 00°08'23" W 94.90 FEET; THENCE 168.13 FEET ALONG THE ARC OF A 1030.00 FOOT RADIUS CURVE TO THE LEFT WITH CHORD BEARING S 04°32'12" E 167.95 FEET; THENCE 148.06 FEET ALONG THE ARE OF A 1470.00 FOOT RADIUS CURVE TO THE RIGHT WITH CHORD BEARING S 06°19'39" E 148.00 FEET; THENCE N 89°19'22" W 497.08 FEET; THENCE N 00°42'07" E 149.43 FEET; THENCE N 89°51'37" W 39.95 FEET; THENCE N 00°08'23" E 226.93 FEET; THENCE N 59°41'09" E 62.68 FEET; THENCE N 24°23'06" E 53.20 FEET; THENCE EAST 108.47 FEET TO THE POINT OF BEGINNING.

LESS [05-251-0127]: A PART OF THE NORTHWEST QUARTER OF SECTION 3, T 11 N, R 3 W, SLB&M DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 36 OF ARCHIBALD ESTATES PLAT "J"., BEING ON THE EAST LINE OF THE BEAR RIVER CANAL AT A POINT 1130.15 FEET S 00°30'43" W ALONG THE SECTION LINE (BASIS OF BEARING) AND 115.67 FEET EAST FROM THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 11 NORTH, RANGE 3 WEST, S.L.B.&M. AND RUNNING THENCE N 00°46'23" E 450.19 FEET ALONG THE EAST LINE OF SAID CANAL; THENCE S 89°19'22" E 681.32 FEET TO THE NORTHWEST CORNER OF LOT 17 OF SAID PLAT "J"; THENCE S 00°40'38" W 419.01 FEET TO THE NORTHEAST CORNER OF LOT 47 OF SAID PLAT "J"; THENCE N 89°19'22" W 92.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 47; THENCE N 00°40'38" E 48.01 FEET ALONG THE WEST LINE OF SAID LOT 47; THENCE N 89°19'22" W 236.00 FEET TO THE NORTHWEST CORNER OF LOT 48 OF SAID PLAT "J"; THENCE S 00°40'38" W 74.98 FEET ALONG THE WEST LINE OF SAID LOT 48; THENCE N 89°19'22" W 228.22 FEET TO THE NORTHWEST CORNER OF LOT 37; THENCE S 83°36'36" W 34.26 FEET TO THE NORTHEAST CORNER OF LOT 36 OF SAID PLAT "J"; THENCE N 89°19'22" W 91.85 FEET TO THE POINT OF BEGINNING.

## EXHIBIT C

Lots 62-67 as shown on the Archibald Estates Plat "N" recorded in the Office the Box Elder County Utah Recorder.

**Parcel Numbers:** 05-254-0014  
05-254-0015  
05-254-0016  
05-254-0017  
05-254-0018  
05-254-0019

## EXHIBIT D

R/W AFFECTS 05-251-0128

### **BEAR RIVER CANAL 12.5 FT WIDE EASEMENT:**

A PART OF THE NORTHWEST QUARTER OF SECTION 3, T 11 N, R 3 W, SLB&M described as follows:

Beginning at the intersection of the East line of Bear River Canal and South right-of-way line of 1000 North Street at a point 120.62 feet S 89°51'37" E along the Section Line and 33.00 feet S 00°25'46" W from the Northwest Corner of Section 3, Township 11 North, Range 3 West, S.L.B.&M. and RUNNING THENCE S 89°51'37" E 12.50 feet; thence S 00°46'23" W 1097.03 feet to the north line of Archibald Estates Plat N; thence N 89°19'22" W 12.50 feet to the southwest corner of said Plat N and said East line of Bear River Canal; thence N 00°46'23" E 1096.91 feet along the East line of said Bear River Canal and Archibald Estates Plat N to the point of beginning. Containing 0.31 acres more or less.