

AFTER RECORDATION, RETURN TO:

Fieldstone Canyon Trail, LLC  
Attn: VP of Acquisitions  
12896 South Pony Express Road, Suite 400  
Draper, Utah 84020

WITH A COPY TO:

Questar Gas Company,  
dba Dominion Energy Utah  
Attn: Property & Right-of-Way Department  
P.O. Box 45360  
Salt Lake City, Utah 84145-0360

WITH A COPY TO:

Veracity Networks  
Attn: CFO  
170 Election Road  
Suite 200  
Draper, UT 84020

(space above for Recorder's use only)

## UTILITY EASEMENT AGREEMENT

This UTILITY EASEMENT AGREEMENT (this "Agreement") is made this 16<sup>th</sup> day of August, 2018 ("Effective Date"), by and between **FIELDSTONE CANYON TRAIL, LLC**, a Delaware limited liability company ("Grantor"), **VERACITYNETWORKS, LLC**, a Utah limited liability company ("Veracity"), and **QUESTAR GAS COMPANY**, a Utah corporation, d.b.a. Dominion Energy Utah ("Grantee").

### RECITALS

A. Grantor owns certain real property located in Utah County, Utah, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference ("Grantor Property").

B. Veracity has rights to that certain telecommunications easement two (2) feet in width located on the Grantor Property, as more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the "Veracity Easement").

C. Grantee desires to obtain a non-exclusive easement ("Easement") on a portion of the Grantor Property including, but not limited to, that certain public utility easement ten (10) feet in width and certain portions of the Veracity Easement, as more particularly described on Exhibit C, attached hereto and incorporated herein by this reference (the "Easement Area"), for the purposes more fully set forth in this Agreement.

D. Grantor is willing to convey the Easement to Grantee, subject to the terms and conditions set forth in this Agreement.

## TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the terms and conditions set forth below, the parties agree as follows:

1. **Grant of Easement.** Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee a non-exclusive easement twelve feet (12') in width over, across, under and through the Easement Area to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes, and other gas transmission and distribution facilities (collectively, the "Facilities"). Veracity hereby consents to the inclusion of portions of the Veracity Easement within the Easement Area and to Grantee's use of portions of the Veracity Easement for the purposes of this Agreement as further described on Exhibit C and subject to all terms and conditions of this Agreement.

2. **Scope of Easement.** Grantee shall be entitled to have and to hold the Easement granted by this Agreement until terminated as set forth in this Agreement, with the right of ingress to, egress from, and access on and along the Easement Area to construct, maintain, operate, repair, inspect, protect, remove, and replace the Facilities. Grantee and its contractors, subcontractors, agents, servants, and employees ("Grantee's Agents") will enter upon the Easement Area at their sole risk and hazard. Grantee, Grantee's Agents, and Grantee's successors and assigns hereby release Grantor and Veracity from any claims relating to the condition of the Easement Area or Grantee's use of the Veracity Easement. Notwithstanding anything in this Agreement to the contrary, Grantee shall repair, reconstruct and/or replace the Facilities at a minimum depth of three feet (3').

The Easement shall also carry with it the right to use existing roads for the purpose of conducting the foregoing activities. Grantee agrees, at its sole cost and expense to promptly repair any damage caused by Grantee resulting from such ingress, egress, or maintenance activities.

Grantee may also temporarily use such portion of the Grantor Property along and adjacent to the Easement as may be reasonably necessary in connection with construction, maintenance, repair, removal, or replacement of the Facilities upon the condition that the Grantee previously notifies Grantor. Grantee agrees, at its sole cost and expense, to promptly restore any areas so used to the condition existing prior to such entry and use.

Grantee shall also notify Grantor and Veracity prior to entering the Easement Area for any activities which require trenching. Grantee may enter the Easement Area without prior notice if an emergency requires such entry, or when engaging in activities permitted hereunder but not requiring trenching.

3. **Reservation by Grantor.** Grantor reserves the right to use the Easement Area for any purpose whatsoever, except for the purposes for which this Easement is granted to Grantee, provided Grantor's use does not unreasonably interfere with the Facilities or any other rights granted to Grantee under this Agreement. Without limiting the foregoing, Grantor reserves the right to require the relocation of the Facilities at any time (or from time to time) at Grantor's cost and expense. If the Facilities are relocated as provided for in the previous sentence, then this Agreement may be amended in order to terminate the Easement Area in its previous location and to grant the Easement Area in the new location.

In addition, without limiting the generality of the foregoing, Grantor reserves the right: (i) for pedestrian and vehicular ingress and egress through the Easement Area, provided if the per-axle loading on any vehicle exceeds 32,000 pounds, Grantor shall coordinate with Grantee to ensure

adequate safety precautions are taken for safe crossing of the Facilities at Grantor's expense; (ii) for the placement and maintenance of landscaping, sidewalks, curbs and gutters, ditches, utility lines, pipes and related appurtenances, fences, and asphalt roadways and driveways on the Easement Area; and (iii) to grant other non-exclusive easements, licenses and rights within or on the Easement Area to other parties, provided such additional uses do not unreasonably interfere with Grantee's use of the Easement Area. Notwithstanding anything set forth herein, (v) Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities on the Easement Area; and (x) Grantor shall not build or construct, or permit to be built or constructed, any building, or footings on the Easement Area; and (y) Grantor shall not build or construct, or permit to be built or constructed, any retaining walls or rock walls on the Easement area without the prior written consent of Grantee, such consent not to be unreasonably withheld conditioned or delayed; and (z) Grantor must comply with the Damage to Underground Utilities Act, Utah Code Ann. §§54-82-1 et seq. Rights and obligations created pursuant to this Agreement (including, without limitation, those set forth in this paragraph) are covenants that run with the land, and upon sale of any parcel shall become the rights and obligations of the owner as if such owner was the Grantor executing this Agreement.

4. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

5. Grantee's Restoration of the Grantor Property. For any work by Grantee, Grantee shall restore the landscaping and surface of the Grantor Property to the condition and quality that existed prior to commencement of Grantee's work. Grantee will remove the topsoil from the pipeline trench associated with the Facilities and will segregate said topsoil from the subsoil excavated from the trench. After the Facilities have been installed, the topsoil shall be replaced to its original position relative to the subsoil. Grantee agrees to restore the surface drainage contour on the Grantor Property to the contour that existed prior to installation of the Facilities.

For any work by Grantee, Grantee agrees to pay all damages that may arise to the Easement Area, the Grantor Property, Grantor's improvements thereon, or Veracity's improvements installed under the Veracity Easement caused by Grantee's or Grantee's Agents entry onto, presence upon, or work performed on the Easement Area or the Grantor Property. Should any unresolved dispute arise as to such damages, it shall, at the written request of either party, be arbitrated and determined by three arbitrators, to be chosen in the following manner: one (1) arbitrator to be appointed by Grantor and one by Grantee within twenty (20) days after such request, and the third arbitrator to be promptly appointed by the other two (2) arbitrators. The decision of any two (2) of the arbitrators so appointed shall be final. Any such arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association.

6. Hazardous Substances. Except for (i) natural gas transported by the Facilities and (ii) motor fuels used by vehicles and construction equipment, and (iii) x-ray equipment (if needed), Grantee agrees not to transport, generate, store, dispose of, release, or use any Hazardous Substances on the Grantor Property. As used in this Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides,

herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws. Grantee agrees to immediately notify Grantor of any leaking or spillage of Hazardous Substances on the Grantor Property. Grantee shall be exclusively liable for all cleanup and remediation costs thereof.

As used in this Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

7. Compliance with Laws. Grantor and Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

8. Liens. Grantee shall not suffer or permit to be enforced against the Grantor Property, or any part thereof, any mechanics', materialmen's, contractors' or subcontractors' liens or any claim for damage arising from the work of any construction, excavation, survey, tests, grading, repair, restoration, replacement or improvement, or any other work, performed by Grantee or its, contractors, subcontractors, agents, employees, and other representatives, but Grantee shall pay or cause to be paid all of said liens, claims or demands before any action is brought to enforce the same against the Grantor Property. Grantee expressly agrees to indemnify, defend and hold harmless Grantor and the Grantor Property free from all liability for any and all such liens, claims and demands, together with reasonable attorneys' fees and all costs and expenses in connection therewith.

9. Notices. Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the intended party, or (ii) three (3) days after deposit in the United States mail, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the intended party. All notices shall be given at the following addresses:

If to Grantor:	Fieldstone Canyon Trail, LLC Attn: VP of Acquisitions 12896 South Pony Express Road, Suite 400 Draper, Utah 84020
If to Grantee:	Questar Gas Company d.b.a. Dominion Energy Attn: Manager, Property & Right-of-Way 1140 West 200 South P.O. Box 45360

**Salt Lake City, Utah 84145-0360**

If to Veracity: Veracity Networks LLC  
Attn: CFO  
170 Election Road  
Suite 200  
Draper, UT 84020

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

**10. Default by Grantee.**

10.1. Default and Remedies. If: (i) Grantee has defaulted or is in default or breach of any of its obligations stated herein; (ii) Grantor has provided Grantee written notice of Grantee's default; and (iii) thirty (30) days have expired since Grantee received written notice from Grantor regarding Grantee's default and Grantee has failed to cure its default within the thirty (30) day period, Grantor, at its option, may: (a) pursue any remedy available at law or in equity; (b) pursue the remedy of specific performance or injunction; (c) seek declaratory relief; (d) pursue an action for damages for loss; (e) terminate this Agreement and the Easement; and/or (f) perform such obligation on behalf of Grantee, in which event Grantee shall reimburse Grantor for all amounts expended by Grantor to cure Grantee's nonperformance, together with interest thereon at the lesser of twelve percent (12%) per annum from the date the amounts are expended until the date repaid. If Grantor chooses to terminate this Agreement and the Easement, Grantor may unilaterally record an instrument terminating this Agreement and the Easement, as well as any and all other easements, rights-of-way or licenses Grantee may have (or may claim to have) to use Grantor Property, and Grantee grants unto Grantor an irrevocable power of attorney, said power being coupled with an interest, for the purpose of recording a termination of easement instrument, so long as items (i) through (iii) have occurred.

10.2. Non-Waiver. No delay or omission of any party hereto in the exercise of any rights created hereunder shall impair such right, or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of an event of default hereunder. A waiver by any party hereto of a breach of, or default in, any of the terms, provisions and conditions of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other term, condition or provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but instead all remedies shall be cumulative with all other remedies provided for in this Agreement and all other remedies at law or in equity which are available to the parties hereto.

11. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement set forth in this Agreement for a period of five (5) successive years, in which event, this Easement shall terminate and all rights hereunder, and any improvements remaining on the Grantor Property, shall revert to or otherwise become the property of Grantor. Upon abandonment of the Facilities by Grantee or termination as set forth above, whether by intentional act or by non-use, Grantee shall promptly take all actions necessary or desirable to cleanup, mitigate the effects of use, and render the Facilities and pipeline environmentally safe and fit for abandonment in place, according to Department of Transportation specifications and other applicable federal and state laws and regulations. All such cleanup and mitigation shall be performed in compliance with all federal, state, and local laws and regulations. Grantee's responsibilities to indemnify the Indemnitees shall continue thereafter until fully paid and/or performed. At the end of any such five (5) year period, Grantee shall record a document evidencing such abandonment and the release of the Easement.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. This Agreement may be assigned to an affiliate or successor of Grantee providing natural gas service to the Grantor Property or any portion thereof without the prior written approval of Grantor or Veracity. In the event of any such assignment, Grantee shall remain fully liable to pay and perform all of the obligations of the Grantee contained herein. This Agreement may only be assigned in whole or in part by Grantee to unrelated third parties upon obtaining Grantor's written approval, which approval will not be unreasonably withheld by Grantor. Any assignment or transfer in violation of this paragraph shall be void and shall vest no right in the purported assignee or transferee.

13. Miscellaneous.

13.1. Entire Agreement. This Agreement, and any addenda or exhibits attached hereto, and made a part hereof, contain the entire agreement of the parties with respect to the matters covered hereby, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained herein or in another writing signed by the parties, shall be binding or valid.

13.2. Authority. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

13.3. Attorney's Fees. If this Agreement or any provision hereof shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing party shall be paid by the losing party, including fees and costs incurred upon appeal or in bankruptcy court.

13.4. Severability. If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

13.5. Interpretation. This Agreement has been arrived at through negotiation between Grantor, Grantee, and Veracity. As a result, the normal rule of contract construction that any ambiguities are to be resolved against the drafting party shall not apply in the construction or interpretation of this Agreement. Grantee's obligations in this Agreement are considered to be contractual for the purposes of this Governmental Immunity Act.

13.6. Captions. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

13.7. Gender. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

13.8. Relationship of the Parties. Nothing contained herein shall be construed to make the parties hereto partners or joint venturers, or render any of such parties liable for the debts or obligations of the other party hereto.

13.9. No Public Use/Dedication. The Grantor Property is and shall at all times remain the private property of Grantor. The use of the Grantor Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor Property beyond the express terms and conditions of this Agreement.

13.10. No Third-Party Beneficiaries. In assuming and performing the obligations of this Agreement, the parties are acting independently and no party shall be considered or represent itself as a joint venture, partner, agent, or employee of the other. There is no intent by the parties to create or establish third-party beneficiary status or rights in any third-party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto and the parties expressly disclaim any third-party benefit.

13.11. Amendment. This Agreement may be modified or amended in whole or in part only by the written and recorded agreement of the parties or their successor and assigns (as determined by the provisions herein).

13.12. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

*[signatures and acknowledgements to follow]*

NOW WHEREFORE, this Agreement was executed by Grantor, Grantee, and Veracity as of the Effective Date.

**GRANTOR:**

**FIELDSTONE CANYON TRAIL, LLC,**  
a Delaware limited liability company

By: Travis Stolt  
Name(Print): Travis Stolt  
Its: Assistant Secretary

On this 22<sup>nd</sup> day of August, 2018, personally appeared before me Travis Stolt, whose identity is personally known to me or proved on the basis of satisfactory evidence, and who acknowledged before me that he signed the foregoing instrument in his capacity as assistant secretary of Fieldstone Canyon Trail, LLC, a Delaware limited liability company.

K. O.  
NOTARY PUBLIC  
Residing at: Riverton, Utah

My Commission Expires:

3/5/2022



[signature and acknowledgment to follow]

VERACITY:

VERACITY NETWORKS, LLC  
a Utah limited liability company

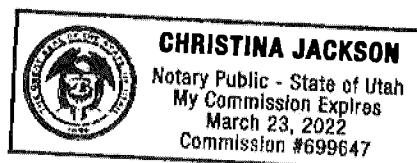
By:

Marshall E. Erb  
CEOSTATE OF Utah )COUNTY OF Salt Lake :ss )

On this 16 day of August, 2018, personally appeared before me Marshall Erb, whose identity is personally known to me or proved on the basis of satisfactory evidence, and who acknowledged before me that he signed the foregoing instrument in his capacity as CEO of Veracity Networks.

NOTARY PUBLIC  
Residing at: Draper, UT

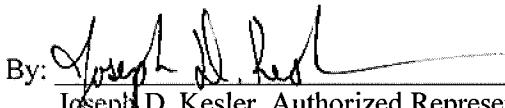
My Commission Expires:

March 23, 2022

[end of signatures and acknowledgments]

## GRANTEE:

QUESTAR GAS COMPANY,  
a Utah corporation, d.b.a. Dominion Energy Utah

By:   
Joseph D. Kesler, Authorized Representative

STATE OF UTAH )

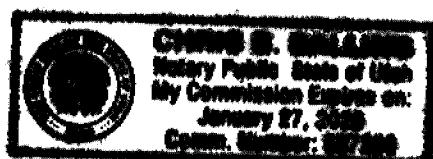
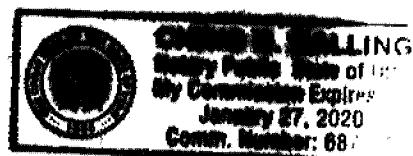
COUNTY OF SALT LAKE ) :ss

On this 13 day of August, 2018, personally appeared before me Joseph D. Kesler, whose identity is personally known to me or proved on the basis of satisfactory evidence, and who acknowledged before me that he signed the foregoing instrument in his capacity as Authorized Representative of Questar Gas Company, a Utah corporation, d.b.a. Dominion Energy Utah.

  
NOTARY PUBLIC  
Residing at: KAYSVILLE, UT

My Commission Expires:

JANUARY 27, 2020



CHRIS B. BALLING  
JANUARY 27, 2020  
COMM. NUMBER  
687288

**EXHIBIT A**

(Legal Description of the Grantor Property)

**PHASE 1A**

A portion of the NE1/4 of Section 25, Township 4 South, Range 1 West & the NW1/4 of Section 30, Township 4 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at a point on the southerly line of TRAVERSE MOUNTAIN ELEMENTARY SCHOOL Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder, located West 5,897.70 feet and North 3,863.35 feet from the Southeast Corner of Section 30, T4S, R1E, S.L.B.& M. (Basis of Bearing: N0°17'58"W along the Section line from said Southeast Corner to the East ¼ Corner of said Section 30); thence along said Plat the following 5 (five) courses and distances: N30°07'09"W 21.95 feet; thence N31°52'51"E 188.66 feet; thence along the arc of a 71.00 foot radius curve to the left 52.60 feet through a central angle of 42°27'02" (chord: N10°39'20"E 51.41 feet) to a point of reverse curvature; thence along the arc of an 83.50 foot radius curve to the right 22.77 feet through a central angle of 15°37'33" (chord: N2°45'25"W 22.70 feet) to a point of reverse curvature; thence along the arc of a 71.00 foot radius curve to the left 52.60 feet through a central angle of 42°27'01" (chord: N16°10'09"W 51.41 feet); thence S85°57'09"E 158.12 feet; thence N9°29'30"E 231.05 feet; thence N20°43'53"E 3.87 feet; thence N35°24'20"E 160.20 feet; thence N59°39'09"E 416.09 feet to a northeasterly corner of Lot 64, Phase 1, WOODHAVEN Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along said Lot the following 6 (six) courses and distances: S56°23'46"E 98.70 feet; thence Southwesterly along the arc of a 476.48 foot non-tangent curve (radius bears: S49°39'38"E) 20.09 feet through a central angle of 2°24'57" (chord: S39°07'53"W 20.09 feet); thence N56°23'46"W 20.50 feet; thence S25°26'31"W 126.37 feet; thence S11°42'01"W 340.40 feet; thence along the arc of a 1,148.00 foot radius curve to the left 90.58 feet through a central angle of 4°31'15" (chord: S9°26'24"W 90.56 feet); thence S7°10'46"W 99.72 feet; thence Southwesterly along the arc of a 1,247.00 foot radius non-tangent curve (radius bears: S0°21'47"W) to the left 663.41 feet through a central angle of 30°28'54" (chord: S75°07'20"W 655.61 feet) to the point of beginning.

Contains: 6.54+- acres

**PHASE 1B**

A portion of the NE1/4 of Section 25, Township 4 South, Range 1 West & the SW1/4 of Section 19 & the NW1/4 of Section 30, Township 4 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at a point on the easterly line of TRAVERSE MOUNTAIN ELEMENTARY SCHOOL Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder, located West 5,814.98 feet and North 4,165.11 feet from the Southeast Corner of Section 30, T4S, R1E, S.L.B.& M. (Basis of Bearing: N0°17'58"W along the Section line from said Southeast Corner to the East ¼ Corner of said Section 30); thence along said Plat the following 6 (six) courses and distances: N37°23'39"W 20.97 feet; thence along the arc of a 193.00 foot radius curve to the right 301.18 feet through a central angle of 89°24'42" (chord: N7°18'42"E 271.54 feet) to a point of reverse curvature; thence along the arc of a 107.00 foot radius curve to the left 53.10 feet through a central angle of 28°25'56" (chord: N37°48'05"E 52.55 feet) to a point of reverse curvature; thence along the arc of a 5.00 foot radius curve to the left 9.34 feet through a central angle of 107°03'52" (chord: N29°56'49"W 8.04 feet) to a point of compound curvature; thence along the arc of a 109.00 foot radius curve to the left 36.92 feet through a central angle of 19°24'32" (chord: S86°30'48"W 36.75 feet); thence N13°11'20"W 51.69 feet to the southerly line of Fox Canyon Road as defined and dedicated as part of the FOX CANYON ROAD DEDICATION PLAT, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along said Plat and also along FOX CANYON ROAD DEDICATION PLAT No. 2, according to the Official Plats thereof on file in the Office of the Utah County Recorder the following 9 (nine) courses and distances: N52°33'56"E 214.64 feet; thence along the arc of a 569.00 foot radius curve to the left 53.35 feet through a central angle of 5°22'18" (chord: N49°52'47"E 53.33 feet); thence N47°11'38"E 167.26 feet; thence along the arc of a 289.00 foot radius curve to the left 17.55 feet through a central angle of 3°28'44" (chord: N45°27'16"E 17.54 feet); thence N43°42'54"E 242.77 feet; thence along the arc of a 369.00 foot radius curve to the left 69.08 feet through a central angle of 10°43'37" (chord: N38°21'06"E 68.98 feet); thence N32°59'18"E 217.57 feet; thence along the arc of a

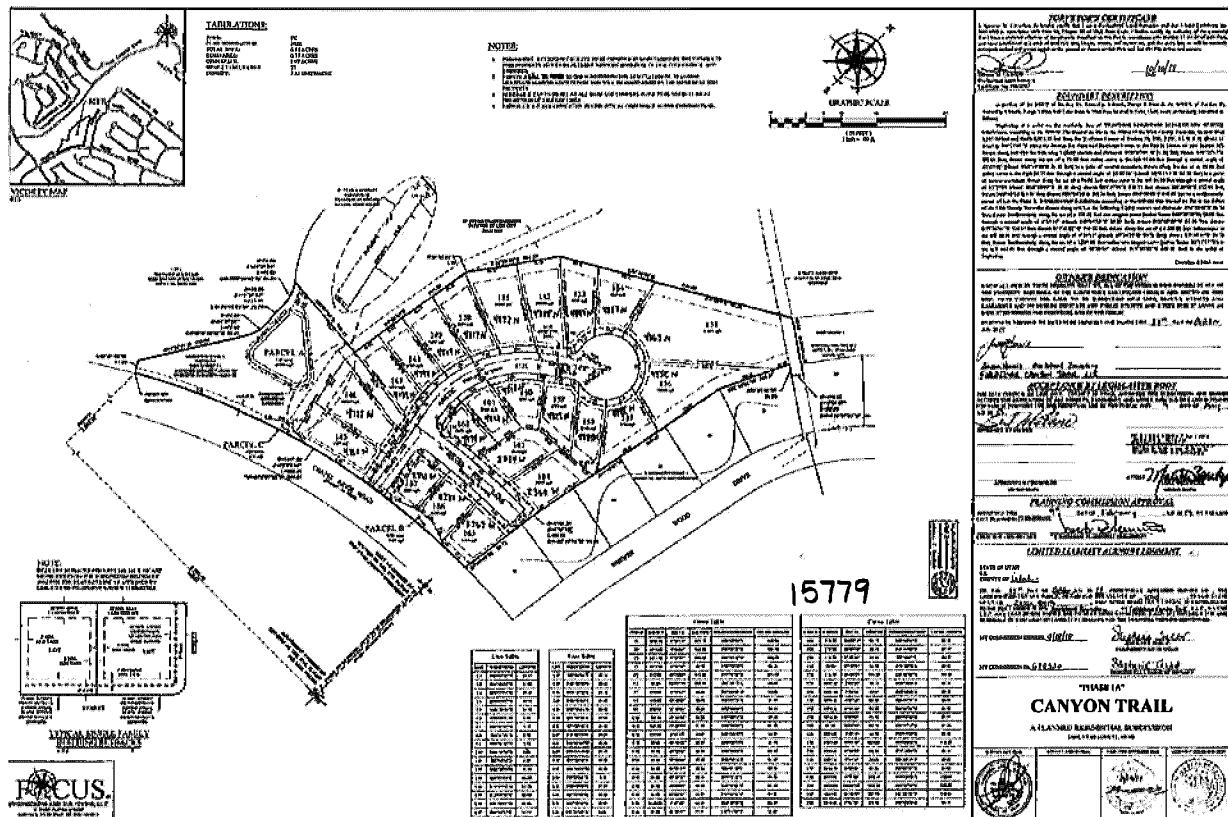
731.00 foot radius curve to the right 196.43 feet through a central angle of 15°23'46" (chord: N40°41'38"E 195.84 feet); thence N48°23'10"E 202.76 feet; thence S41°36'51"E 23.08 feet; thence Southwesterly along the arc of a 26.00 foot radius non-tangent curve to the left (radius bears: S41°18'03"E) 40.84 feet through a central angle of 90°00'00" (chord: S3°41'57"W 36.77 feet); thence S41°18'03"E 47.00 feet; thence along the arc of a 15.00 foot radius curve to the left 23.56 feet through a central angle of 90°00'00" (chord: S86°18'03"E 21.21 feet); thence S41°15'51"E 181.64 feet to the northwesterly line of WOODHAVEN Subdivision, Phase 2, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along said Plat the following 2 (two) courses and distances: S40°56'43"W 192.07 feet; thence S40°05'08"W 568.81 feet to a northeasterly corner of Lot 64, Phase 1, WOODHAVEN Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence S59°39'09"W 416.09 feet; thence S35°24'20"W 160.20 feet; thence S20°43'53"W 3.87 feet; thence S9°29'30"W 231.05 feet; thence N85°57'09"W 158.12 feet to the point of beginning.

Contains: 9.95+- acres

**EXHIBIT B**

**(Legal Description of the Veracity Easement)**

## **Phase 1A**





**EXHIBIT C**

(Legal Description of the Easement Area)

**Phase 1A / 2' wide Easement Area**

Easement Area located in the Northeast Quarter of Section 25, Township 4, Range 1 West and the Northwest Quarter of Section 30, Township 4 South, Range 1 East, Salt Lake Base & Meridian, Lehi, Utah County, Utah, as shown in the Canyon Trail Phase 1A subdivision plat as recorded in Entry # 115164, Map # 15779 in the Utah County Recorder's Office, described as follows:

All that land that lies within the 2' Traverse MTN. P.U.E. in lots 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166 and 167 of said subdivision.

**Phase 1B Amended / 2' wide Easement Area**

Easement Area located in the Northeast Quarter of Section 25, Township 4, Range 1 West and the Southwest Quarter of Section 30, Township 4 South, Range 1 East and the Northwest Quarter of Section 30, Township 4 South, Range 1 East, Salt Lake Base & Meridian, Lehi, Utah County, Utah, as shown in the Canyon Trail Phase 1B subdivision plat as recorded in Entry # \_\_\_\_\_, Map # \_\_\_\_\_ in the Utah County Recorder's Office, described as follows:

All that land that lies within the 2' Traverse MTN. P.U.E. in lots 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143 and 144 of said subdivision.