

File #83907-C  
When recorded mail to:  
Russell Stay  
C/O Beaver Creek Landowners  
15 N. McKinley Drive  
Lindon, Utah 84042

Ent 844048 Bk 919 Pg 56  
Date: 12-DEC-2018 10:55:09AM  
Fee: \$444.00 Charge Filed By: CR  
KARLA MEDLEY, Recorder  
CARBON COUNTY CORPORATION  
For: SOUTH EASTERN UTAH TITLE CO

## RIGHT OF WAY

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by WILLIAM N. BERRY, as Successor Trustee of THE WILLIAM N. BERRY and MARILYN L. BERRY FAMILY TRUST, dated April 13, 2004, ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### RIGHT OF WAY DESCRIPTION

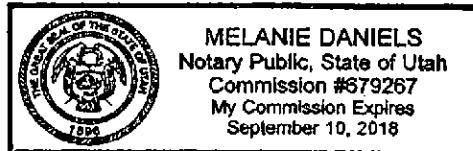
A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Witness the hand of said grantors, this 12 day of APR 2017.

William N. Berry  
William N. Berry, Trustee

STATE OF UTAH      {  
                          } SS.  
COUNTY OF Utah    {

On the 12 day of April, 2017, personally appeared before me William N. Berry, as Successor Trustee of the William N. Berry and Marilyn L. Berry Family Trust, dated April 13, 2004, the signers of the within instrument who duly acknowledged to me that he executed the same.



Melanie Daniels  
Notary Public

File #83907-C

When recorded mail to:

Russell Stay

C/O Beaver Creek Landowners

15 N. McKinley Drive

Lindon, Utah 84042.

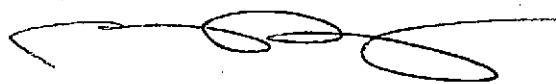
## **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by BRUCE JAMES BILLINGS and POLLY NIELSON BILLINGS, as Trustees of THE BRUCE J. BILLINGS and POLLY NIELSON BILLINGS FAMILY TRUST, dated November 10, 2004, ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

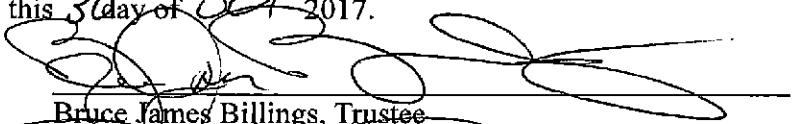
### **RIGHT OF WAY DESCRIPTION**

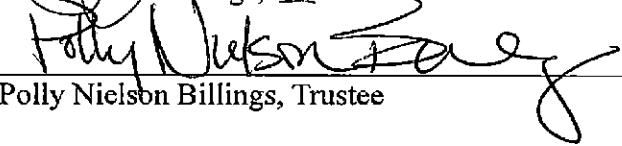
A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.



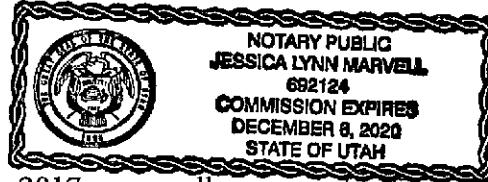
Page 2

Witness the hand of said grantors, this 30 day of Oct, 2017.

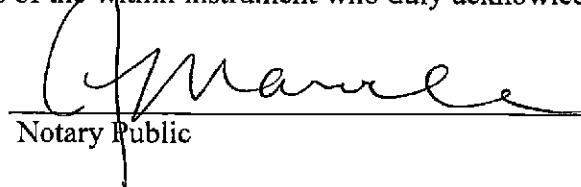
  
Bruce James Billings, Trustee

  
Polly Nielson Billings, Trustee

STATE OF UTAH {  
} SS.  
COUNTY OF Utah



On the 30 day of Oct, 2017, personally appeared before me Bruce James Billings and Polly Nielson Billings, as Trustees of the Bruce J. Billings and Polly Nielson Billings Family Trust, dated November 10, 2004, the signers of the within instrument who duly acknowledged to me that they executed the same.

  
Notary Public

File No. 83907-C

When recorded mail to:

Russell Stay

C/O Beaver Creek Landowners

15 N. McKinley Drive

Lindon, Utah 84042

## **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by BROWN MANAGEMENT, LC, A Utah Limited Liability Company ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### **RIGHT OF WAY DESCRIPTION**

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Executed this 13 Day of April 2017.

Brown Management, LC a Utah limited liability company

Chad Brown

By: Chad Brown, its manager/member

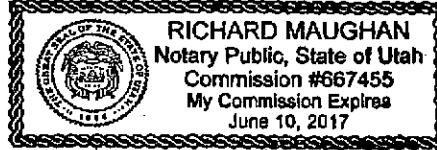
Mark L Brown

By: Mark Brown, its manager/member

Wayne Joel Brown

By: Wayne Joel Brown, its manager/member

STATE OF UTAH {  
COUNTY OF Utah } SS.



On the 13 day of April, 2017, personally appeared before me, Chad Brown, Mark Brown, Wayne Joel Brown, managers/members for Brown Management, LC, a Utah limited liability company and who by me duly sworn did say that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

Richard Maughan  
Notary Public

File #83907-C

When recorded mail to:

Russell Stay

C/O Beaver Creek Landowners

15 N. McKinley Drive

Lindon, Utah 84042

## **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by EDWARD R. BROWN, BRENDA W. BROWN, PAUL BROWN, JULIE BROWN and JEFF BROWN, ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### **RIGHT OF WAY DESCRIPTION**

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Page 2

Witness the hand of said grantors, this 15 day of July 2017.

Edward R. Brown  
Edward R. Brown

STATE OF UTAH {  
} SS.

COUNTY OF Carbon {

On the 15 day of July, 2017, personally appeared before me Edward R. Brown, the signer of the within instrument who duly acknowledged to me that he executed the same.



Jane Lancaster

Notary Public

Witness the hand of said grantors, this 15 day of July 2017.

Brenda W. Brown  
Brenda W. Brown

STATE OF UTAH {  
} SS.

COUNTY OF Carbon {

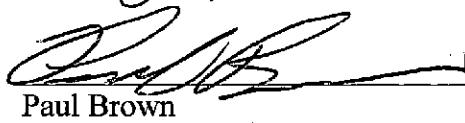
On the 15 day of July, 2017, personally appeared before me Brenda W. Brown, the signer of the within instrument who duly acknowledged to me that she executed the same.

Jane Lancaster

Notary Public



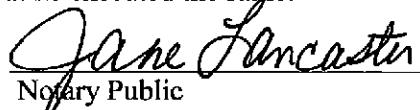
Witness the hand of said grantors, this 15 day of July 2017.



Paul Brown

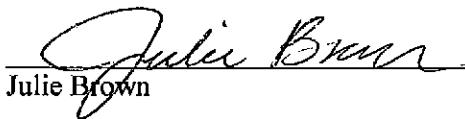
STATE OF UTAH {  
} SS.  
COUNTY OF Carbon {

On the 15 day of July, 2017, personally appeared before me Paul Brown, the signer of the within instrument who duly acknowledged to me that he executed the same.



Notary Public

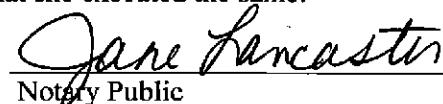
Witness the hand of said grantors, this 15 day of July 2017.



Julie Brown

STATE OF UTAH {  
} SS.  
COUNTY OF Carbon {

On the 15 day of July, 2017, personally appeared before me Julie Brown, the signer of the within instrument who duly acknowledged to me that she executed the same.



Notary Public

Witness the hand of said grantors, this 26 day of March 2017.

Jeff Brown  
Jeff Brown

STATE OF UTAH {  
} SS.  
COUNTY OF Carbon {

On the 26 day of March, 2017, personally appeared before me Jeff Brown, the signer of the within instrument who duly acknowledged to me that he executed the same.



Jane Lancaster  
Notary Public

File # 83907-C

When recorded mail to:

Russell Stay

C/O Beaver Creek Landowners

15 N. McKinley Drive

Lindon, Utah 84042

## **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by BRIGHAM YOUNG UNIVERSITY, a NON-PROFIT CORPORATION ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### **RIGHT OF WAY DESCRIPTION**

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Page 2

Witness the hand of said grantors, this 6 day of June 2017.

Brigham Young University, a Non-Profit Corporation

Brian K. Evans

WJD

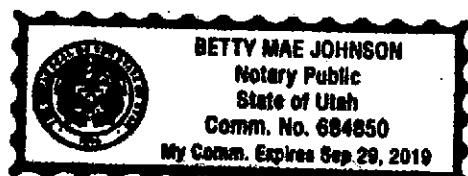
By:

By:

By:

STATE OF UTAH {  
COUNTY OF Utah } SS.

On the 6 day of June 2017 bny, personally appeared before me,  
Brian K. Evans who being by me duly sworn  
did say: That he/she is the CFO of the  
above named corporation and that said instrument was signed in behalf of said corporation by  
authority of a Resolution of its Board of Directors, and he/she acknowledged to me that said  
corporation executed the same.



Betty Mae Johnson  
Notary Public

File #83907-C

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Russell Stay  
C/O Beaver Creek Landowners  
15 N. McKinley Drive  
Lindon, Utah 84042

## **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Easement which is more fully set forth below, is hereby entered into by DONALD E. BUSHMAN, DEBRA G. BUSHMAN and BRANDON BUSHMAN, as TRUSTEES of the Bushman Asset Protection Trust, U/A/D March 18, 2015, ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### **RIGHT OF WAY DESCRIPTION**

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Page 2

Witness the hand of said grantors, this 14 day of April 2017.

Donald E. Bushman

Donald E. Bushman, Trustee

Debra G. Bushman

Debra G. Bushman, Trustee

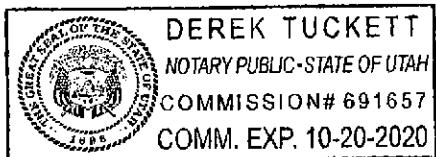
Brandon Bushman

Brandon Bushman, Trustee

STATE OF UTAH {  
} SS.  
COUNTY OF Utah {

On the 14 day of April, 2017, personally appeared before me Donald E. Bushman, Debra G. Bushman and Brandon Bushman, as Trustees of the Bushman Asset Protection Trust U/A/D March 18, 2015, the signers of the within instrument who duly acknowledged to me that they executed the same.

  
Notary Public



File No. 83907-C

When recorded mail to:

Russell Stay

C/O Beaver Creek Landowners

15 N. McKinley Drive

Lindon, Utah 84042

## **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by COOKE INVESTMENTS, L.L.C. ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road (But I am only conveying that portion of Jump Creek Road that runs along the Southerly boundary, and not that portion on the Northerly boundary), to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### **RIGHT OF WAY DESCRIPTION**

A Right of Way 10 feet in width, 5 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Executed this 7 Day of December 2017.

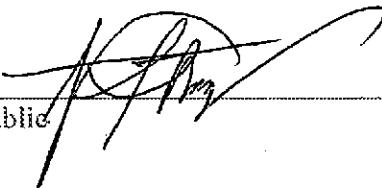
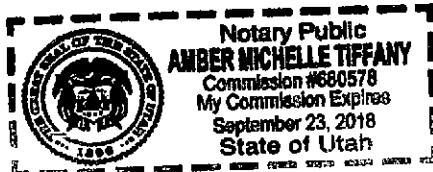
Cooke Investments, L.L.C.



By: Roger Cooke - member

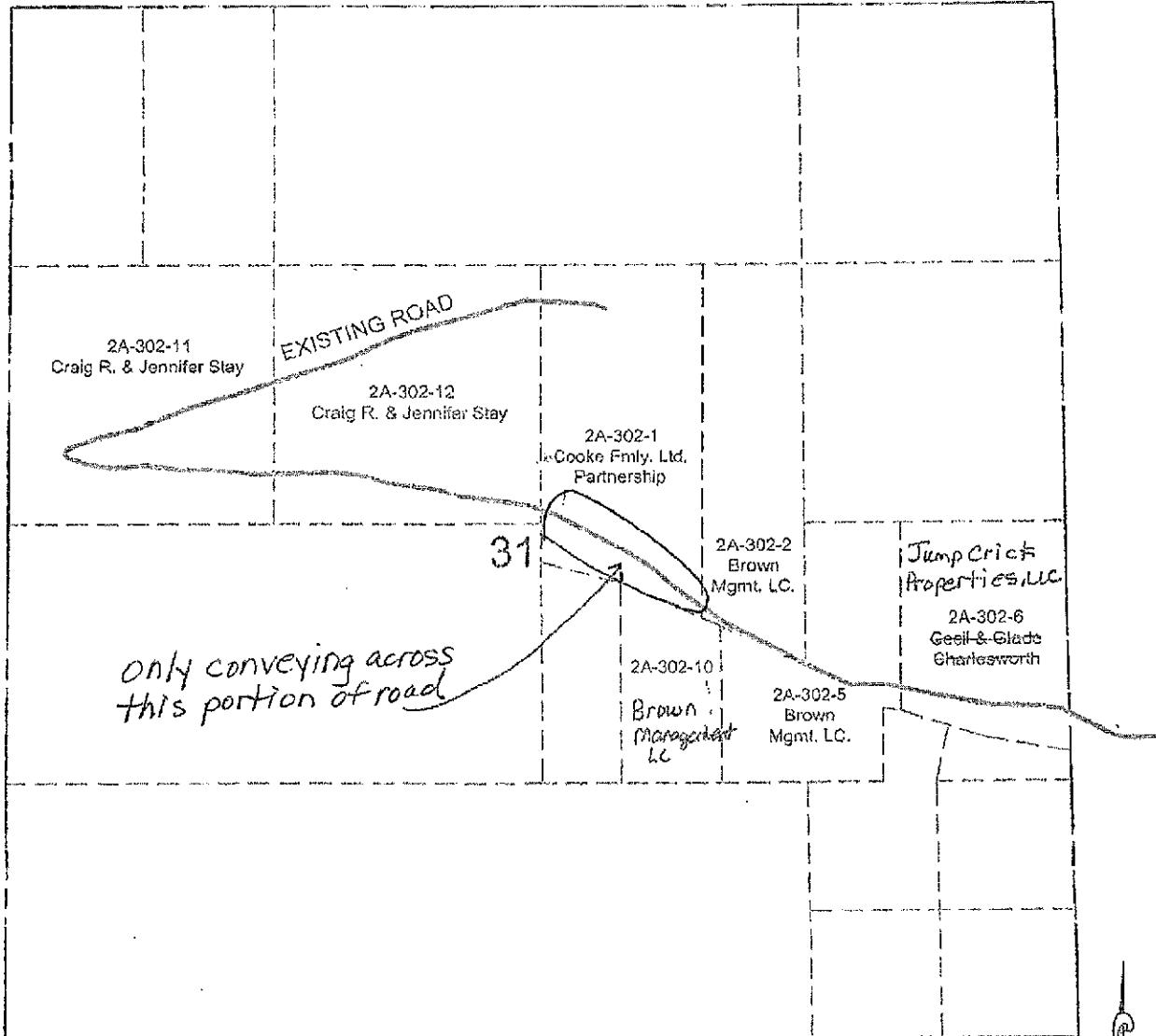
STATE OF UTAH {  
} SS.  
COUNTY OF Salt Lake {

On the 7 day of December, 2017, personally appeared before me, Roger Cooke, member of the Cooke Investments, LLC, and who by me duly sworn did say that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and he duly acknowledged to me that said Limited Liability Company executed the same.



Notary Public

SECTION 31, TOWNSHIP 12 SOUTH, RANGE 8 EAST, S.L.B. & M.



Notes:

The purpose of this map is to show an existing access road in relation to the properties that the road crosses. Boundary lines shown hereon are based on County ownership plats, and are not surveyed boundaries.

NORTH

DRAWN BY: MCW	DATE: 11-17-05	REVISIONS: 0	SCALE: 1" = 800'	SEC 31, T12S, R8E, S.LBM
PREPARED BY:		PREPARED FOR:	LOCATION:	
WARE SURVEYING & ENGINEERING Phone: 435-613-1266 Email: <a href="mailto:waresurveying@emerytelcom.net">waresurveying@emerytelcom.net</a> 1344 N 1000 W - Price, UT 84501	BEAVER CREEK LANDOWNERS 			CARBON COUNTY STATE OF UTAH T. 12 S., R. 8 E., S.L.B. & M.

File #83907-C

When recorded mail to:

Russell Stay  
C/O Beaver Creek Landowners  
15 N. McKinley Drive  
Lindon, Utah 84042

## RIGHT OF WAY

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by JEANNINE DUVALL and JESSICA HOWARD, ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated; and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### RIGHT OF WAY DESCRIPTION

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Page 2

Witness the hand of said grantors, this 14 day of November 2017.

Jeannine Duvall

STATE OF ARIZONA {  
} SS.  
COUNTY OF {

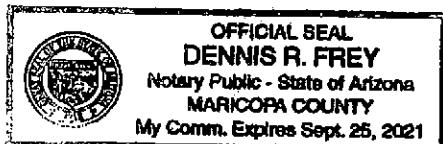
On the 14 day of November, 2017, personally appeared before me Jeannine Duvall, the signers of the within instrument who duly acknowledged to me that she executed the same.

Notary Public

Witness the hand of said grantors, this 14 day of November 2017.

Jessica Howard  
Jessica Howard

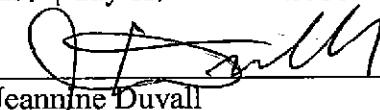
STATE OF ARIZONA {  
} SS.  
COUNTY OF MARICOPA



On the 14 day of Nov, 2017, personally appeared before me Jeannine Duvall, the signers of the within instrument who duly acknowledged to me that she executed the same.

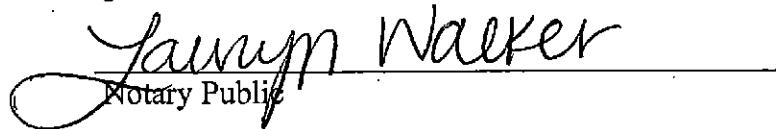
Dennis R. Frey  
Notary Public

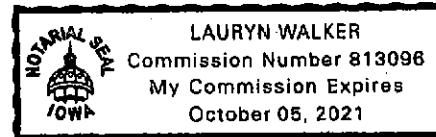
Witness the hand of said grantors, this 29 day of Nov 2018.

  
\_\_\_\_\_  
Jeannine Duvall

STATE OF **IOWA** {  
} SS.  
COUNTY OF {

On the 29<sup>th</sup> day of November, 2018, personally appeared before me Jeannine Duvall, the signers of the within instrument who duly acknowledged to me that she executed the same.

  
\_\_\_\_\_  
Notary Public



File #83907-C

When recorded mail to:

Russell Stay  
C/O Beaver Creek Landowners  
15 N. McKinley Drive  
Lindon, Utah 84042

## **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by RUSSELL LEE ELLIS and DIANE ELLIS, ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### **RIGHT OF WAY DESCRIPTION**

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

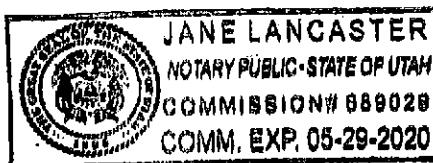
Page 2

Witness the hand of said grantors, this 15 day of July 2017.

Diane Ellis  
Jacob Walker Ellis Diane Ellis  
Russell Lee Ellis  
Russell Lee Ellis

STATE OF UTAH {  
} SS.  
COUNTY OF Carbon {

On the 15 day of July, 2017, personally appeared before me Diane Ellis and Russell Lee Ellis the signers of the within instrument who duly acknowledged to me that they executed the same.



Jane Lancaster  
Notary Public

STATE OF UTAH {  
} SS.  
COUNTY OF {

On the day of , 2017, personally appeared before me Karl Anderson, the signers of the within instrument who duly acknowledged to me that he executed the same.

Notary Public

File No. 83907-C

When recorded mail to:

Russell Stay

C/O Beaver Creek Landowners  
15 N. McKinley Drive  
Lindon, Utah 84042

## **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by ERUTINMO RANCH, LLC, A Utah Limited Liability Company ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### **RIGHT OF WAY DESCRIPTION**

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Executed this 30 Day of March 2017.

Erutinmo Ranch, LLC

By Erutinmo, LLC its Manager

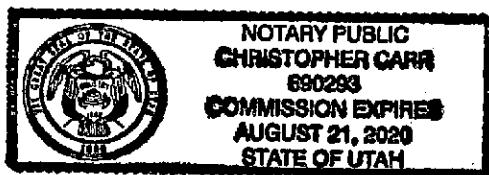
By: John R. Pestana, Manager of Erutinmo, LLC

STATE OF UTAH      {  
                          } SS.  
COUNTY OF            {

On the 30 day of March, 2017, personally appeared before me, John R. Pestana, Manager of Erutinmo, LLC who is the Manager for Erutinmo Ranch LLC, and who by me duly sworn did say that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

Christopher Carr

Notary Public



File # 83907-C

When recorded mail to:

Russell Stay

C/O Beaver Creek Landowners  
15 N. McKinley Drive  
Lindon, Utah 84042

## **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by IRENE HANCOCK and GARRY L. HANCOCK, ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### **RIGHT OF WAY DESCRIPTION**

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Witness the hand of said grantors, this 23 day of Mar 2017.

Irene Hancock  
Irene Hancock

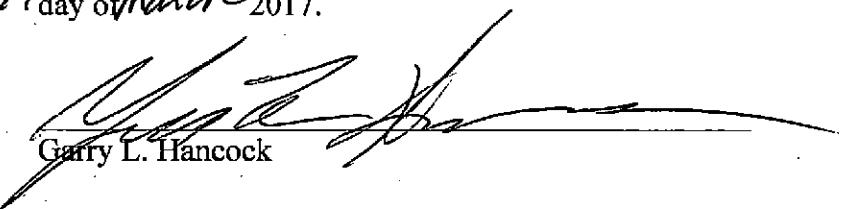
STATE OF UTAH {  
} SS.  
COUNTY OF Emery {

On the 23<sup>rd</sup> day of March, 2017, personally appeared before me, Irene Hancock, the signer of the within instrument who duly acknowledged to me that she executed the same.

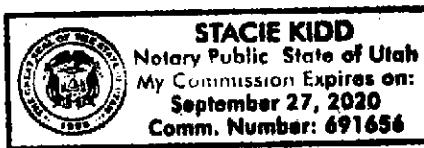


Mckenzie Guymon  
Notary Public

Witness the hand of said grantors, this 27 day of March 2017.

  
Garry L. Hancock

STATE OF UTAH      {  
                            } SS.  
COUNTY OF      {  
    Salt Lake



On the 27 day of March, 2017, personally appeared before me, Garry L. Hancock the signer of the within instrument who duly acknowledged to me that he executed the same.

Stacie Kidd  
Notary Public

File No. 83907-C

When recorded mail to:

Russell Stay

C/O Beaver Creek Landowners

15 N. McKinley Drive

Lindon, Utah 84042

## **RIGHT OF WAY EASEMENT**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way Easement (this "Easement"), is hereby entered into by HEBER VALLEY RANCH, LLC, ("Grantor"), for the benefit of those landowners described on EXHIBIT A attached hereto (collectively, the "Grantees"). Grantor hereby grants, conveys and assigns to Grantees and their successors in interest, a non-exclusive right to use a right of way (the "Right of Way") for the purpose of ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by Grantees by means of motor vehicle and/or any other reasonable mode of transportation. The Right of Way shall be located in the location described below. The Right of Way shall be used by Grantees and/or their invited guests (collectively, the "Grantee Parties") for purpose of accessing Grantee's collective property. Any such use of the Right of Way, or entry thereon, shall be subject to the terms, conditions, and limitations set forth herein.

### **TERMS AND CONDITIONS:**

1. The Right of Way shall not be used for the parking, storing, or stationing of vehicles or any other personal property of any kind.
2. Grantor hereby reserves the right to use the Right of Way area for any use not unreasonably inconsistent with Grantees' permitted use of such Right of Way as granted herein.
3. Grantees, for and in behalf of themselves and all Grantee Parties, accept the Right of Way and all real property related thereto, and all aspects thereof, in its "AS IS", "WHERE IS" condition and "WITH ALL FAULTS", without warranties of any kind, either express or implied, including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantees, for and in behalf of themselves and all Grantee Parties, hereby waive all warranties, express or implied, regarding the title, nature, condition and use of the Right of Way, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, Grantor shall have no obligation or duty of any kind to disclose, cure, or fix any defects, hazards, issues, circumstances, or matters of any kind relating in any way to the Right of Way.
4. Grantor shall have no duty or obligation to upkeep, maintain, or repair all or any portion of the Right of Way or any improvements related thereto.
5. Grantor is released from all liability of any kind relating to Grantees' use (or any use by any Grantee Parties) of the Right of Way. Any use by Grantees (or any use by any Grantee Parties) of all or any portion of the Right of Way shall be at the sole and absolute risk of

Grantees (and/or the Grantee Parties, as applicable). Grantees (and/or the Grantee Parties, as applicable) assume all liability, responsibility, and risk relating to any use thereof.

6. Any use of, or entry onto, the Right of Way by Grantee (and/or any of the Grantee Parties, as applicable) shall constitute such persons agreement to the terms and conditions set forth herein.
7. Any and all utilities installed or constructed within the Right of Way shall be installed and constructed underground. All plans and designs therefore shall be subject to the written review and approval of Grantor before any installation or construction shall be commenced.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

RIGHT OF WAY DESCRIPTION

The Right of Way shall be 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

[SIGNATURES TO FOLLOW]

Dated as of: Oct. 13, 2017

HEBER VALLEY RANCH, LLC

By: Bryce Davies  
Name: Bryce D. Davies  
Its: Member

STATE OF UTAH )  
                  )  
                  ) ss  
COUNTY OF SALT LAKE )

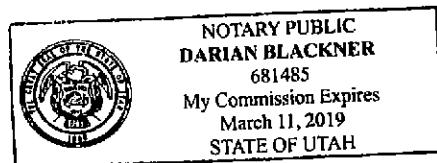
The foregoing instrument was acknowledged before me this 13 day of October,  
2017, by Bryce Davies as member for HEBER VALLEY  
RANCH, LLC, for an on behalf of such limited liability company.

Witness my hand and official seal.

My commission expires: March 11, 2019

D. Blackner

Notary Public



File #83907-C

When recorded mail to:

Russell Stay

C/O Beaver Creek Landowners  
15 N. McKinley Drive  
Lindon, Utah 84042

## **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by JUMP CRICK PROPERTIES, LLC, ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### **RIGHT OF WAY DESCRIPTION**

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Witness the hand of said grantors, this 17 day of Oct 2017.

Jump Creek Properties, LLC

Alena Dawn

By: Christensen Ethington Enterprises, LLC, its member  
by: Alena Dawn Christensen, its manager/member

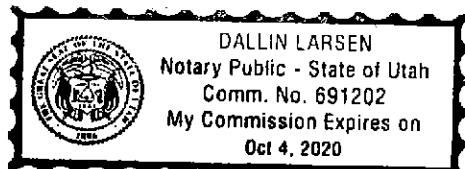
By: ~~Christensen Ethington Enterprises, LLC~~, its member  
by: Dave Ethington, its manager/member

STATE OF UTAH {  
} SS.  
COUNTY OF UTAH {

On the 17 day of October, 2017, personally appeared before me, Alena Dawn Christensen and ~~Dave Ethington~~, managers/members of Christensen Ethington Enterprises, LLC, manager/member of Jump Creek Properties, LLC and who by me duly sworn did say that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

Dallin Larsen

Notary Public



Page 2

Witness the hand of said grantors, this 9 day of Aug. 2017.

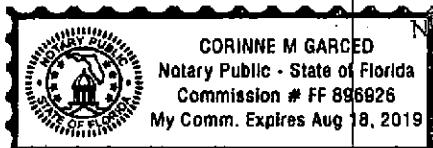
Jump Creek Properties, LLC

By: Christensen Ethington Enterprises, LLC, its member  
by: Alena Dawn Christensen, its manager/member

By: Christensen Ethington Enterprises, LLC, its member  
by: Dave Ethington, its manager/member

STATE OF UTAH Florida  
} SS.  
COUNTY OF Lake

On the 9 day of August, 2017, personally appeared before me, Alena Dawn Christensen and Dave Ethington, managers/members of Christensen Ethington Enterprises, LLC, manager/member of Jump Creek Properties, LLC and who by me duly sworn did say that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.



Notary Public

Garcia

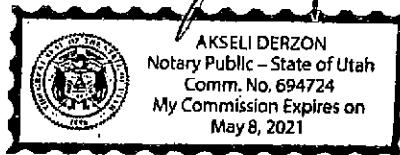
Page 3

Witness the hand of said grantors, this 21 day of September 2017.

Jump Crick Properties, LLC

By: Robert Anderson, its manager/member

STATE OF UTAH {  
} SS.  
COUNTY OF IRON {



On the 21 day of September, 2017, personally appeared before me, Robert Anderson manager/member of Jump Crick Properties, LLC and who by me duly sworn did say that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

Notary Public

Page 4

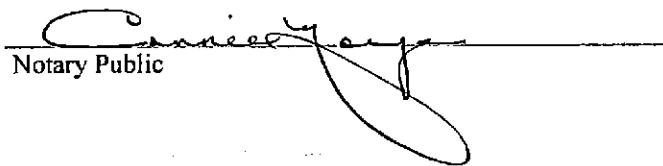
Witness the hand of said grantors, this 3 day of *Oct* 2017.

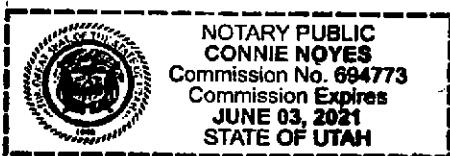
Jump Crick Properties, LLC

  
By: CR Charlsworth, its manager/member

STATE OF UTAH {  
} SS.  
COUNTY OF *Millard* {

On the 3 day of *October*, 2017, personally appeared before me, CR Charlsworth it's manager/member of Jump Crick Properties, LLC and who by me duly sworn did say that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

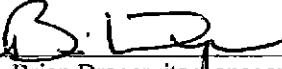
  
Connie Noyes  
Notary Public



Page 5

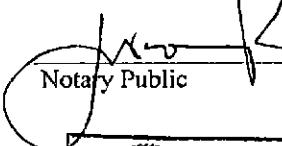
Witness the hand of said grantors, this 2 day of OCT 2017.

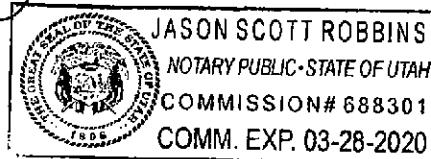
Jump Crick Properties, LLC

  
By: Brian Draper, its manager/member

STATE OF UTAH {  
} SS.  
COUNTY OF UTAH {

On the 2 day of OCTOBER, 2017, personally appeared before me, Brian Draper it's manager/member of Jump Crick Properties, LLC and who by me duly sworn did say that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

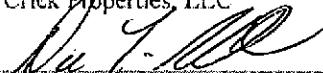
  
Notary Public



Page 6

Witness the hand of said grantors, this 21 day of June 2017.

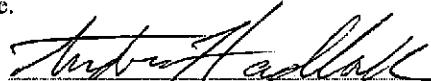
Jump Creek Properties, LLC



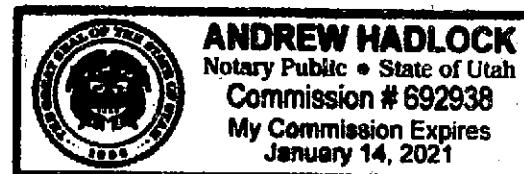
By: Duane Sundet, its manager/member

STATE OF UTAH {  
} SS.  
COUNTY OF UTAH {

On the 21 day of June, 2017, personally appeared before me, Duane Sundet it's manager/member of Jump Creek Properties, LLC, and who by me duly sworn did say that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.



Notary Public



File #83907-C

When recorded mail to:  
Russell Stay  
C/O Beaver Creek Landowners  
15 N. McKinley Drive  
Lindon, Utah 84042

## **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by KAL PROPERTIES, LLC, ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

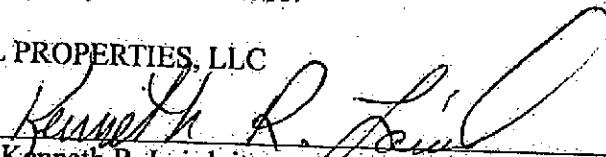
## **RIGHT OF WAY DESCRIPTION**

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Page 2

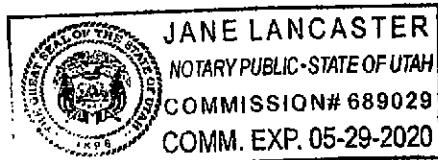
Witness the hand of said grantors, this 10 day of Dec 2018.

KAL PROPERTIES, LLC

  
By: Kenneth R. Laird, its manager

STATE OF UTAH {  
} SS.  
COUNTY OF CARBON {

On the 10 day of Dec 2018, personally appeared before me Kenneth R. Laird who being by me duly sworn did say, that he is manager of Kal Properties, LLC, a Utah Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.



  
Jane Lancaster  
Notary Public

File #83907-C

When recorded mail to:

Russell Stay  
C/O Beaver Creek Landowners  
15 N. McKinley Drive  
Lindon, Utah 84042

## **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by THOMAS GUY LARSON, ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

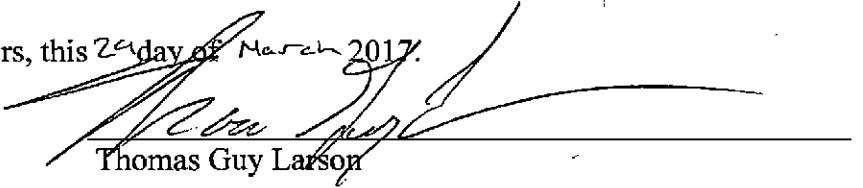
The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### **RIGHT OF WAY DESCRIPTION**

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

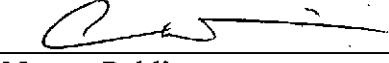
Page 2

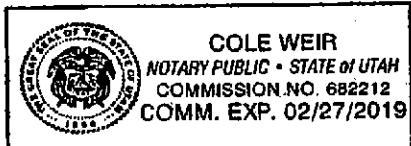
Witness the hand of said grantors, this 2nd day of March 2017.

  
Thomas Guy Larson

STATE OF UTAH {  
} SS.  
COUNTY OF Utah {

On the 29 day of March , 2017, personally appeared before me Thomas Guy Larson, the signers of the within instrument who duly acknowledged to me that he executed the same.

  
Notary Public



File # 83907-C

When recorded mail to:

Russell Stay

C/O Beaver Creek Landowners

15 N. McKinley Drive

Lindon, Utah 84042

## **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by GILMER NIELSEN and DOROTHY NIELSEN, ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### **RIGHT OF WAY DESCRIPTION**

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Page 2

Witness the hand of said grantors, this 11 day of Oct 2017.

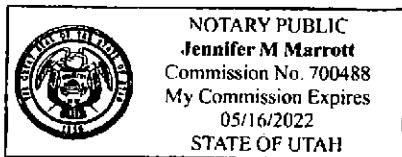
Gilmer Nielsen  
Gilmer Nielsen

Dorothy Nielsen  
Dorothy Nielsen

STATE OF UTAH      { Utah  
                          } SS.  
COUNTY OF            { Utah

On the 11 day of October, 2017, personally appeared before me, Gilmer Nielsen and Dorothy Nielsen the signer of the within instrument who duly acknowledged to me that they executed the same.

Jennifer Marrott  
Notary Public



File #83907-C

When recorded mail to:

Russell Stay

C/O Beaver Creek Landowners

15 N. McKinley Drive

Lindon, Utah 84042

### **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by JOSEPH B. PEARSON, LORIE A. PEARSON AND PAULINE ROYLANCE, TRUSTEES OF THE PEARSON ASSET PROTECTION TRUST, U/A/D the 13<sup>th</sup> of September, 2017, ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### **RIGHT OF WAY DESCRIPTION**

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Page 2

Witness the hand of said grantors, this 20 day of May, 2018.

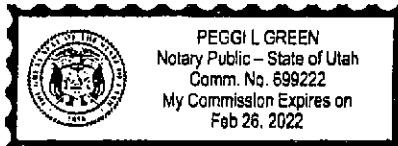
Joseph B Pearson  
Joseph B Pearson, Trustee

Lorie A. Pearson  
Lorie A. Pearson, Trustee

Paulene Roylance  
Paulene Roylance, Trustee

STATE OF UTAH      {  
                            } SS.  
COUNTY OF              {

On the 20<sup>th</sup> day of May, 2018, personally appeared before me Joseph B. Pearson, Lorie A. Pearson, Paulene Roylance all as Trustees of the Pearson Asset Protection Trust, U/A/D the 13<sup>th</sup> of September, 2017, the signers of the within instrument who duly acknowledged to me that they executed the same.



Peggy  
Notary Public

File # 83907-C

When recorded mail to:

Russell Stay

C/O Beaver Creek Landowners

15 N. McKinley Drive

Lindon, Utah 84042

## **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by CHARLES E. PHILIPS and JANET I. PHILIPS, husband and wife, and REX E. ALGER and MARY L. ALGER, husband and wife and CHARLES E. PHILIPS and MARY L. ALGER, as heirs to GEORGE H. PHILIPS and ESTHER S. PHILIPS (deceased) ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### **RIGHT OF WAY DESCRIPTION**

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Page 2

Witness the hand of said grantors, this 9 day of June 2017.

Charles E. Philips

Charles E. Philips, heir

Mary L. Alger

Mary L. Alger, heir

STATE OF UTAH {  
} SS.  
COUNTY OF Carbon {

On the 9 day of June, 2017, personally appeared before me, Charles E. Philips and Mary L. Alger, heirs to George H. Philips and Esther S. Philips the signers of the within instrument who duly acknowledged to me that they executed the same.

Jane Lancaster

Notary Public



Page 3

Witness the hand of said grantors, this 9 day of June 2017.

Charles E. Philips  
Charles E. Philips

Janet I. Philips  
Janet I. Philips

STATE OF UTAH {  
} SS.  
COUNTY OF Carbon {

On the 9 day of June, 2017, personally appeared before me, Charles E. Philips and Janet I. Philips the signers of the within instrument who duly acknowledged to me that they executed the same.



Jane Lancaster  
Notary Public

Witness the hand of said grantors, this 9 day of June, 2017.

Rex E. Alger  
Rex E. Alger

Mary L. Alger  
Mary L. Alger

STATE OF UTAH {  
} SS.  
COUNTY OF Carbon {

On the 9 day of June, 2017, personally appeared before me, Rex E. Alger and Mary L. Alger the signers of the within instrument who duly acknowledged to me that they executed the same.



Jane Lancaster  
Notary Public

File # 83907-C

When recorded mail to:

Russell Stay

C/O Beaver Creek Landowners

15 N. McKinley Drive

Lindon, Utah 84042

## **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by REDWOOD PRE SCHOOL and DAY CARE CENTER, INC., A Utah Corporation, ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

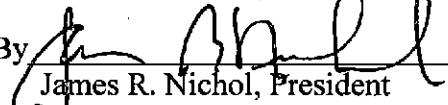
### **RIGHT OF WAY DESCRIPTION**

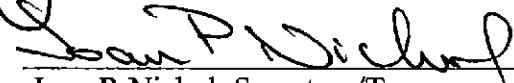
A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Witness the hand of said grantors, this 2 day of *Oct* 2017.

Redwood Pre School and Day Care Center, Inc., a Utah Corporation

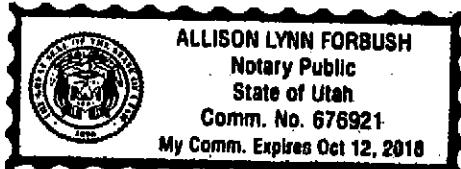
By

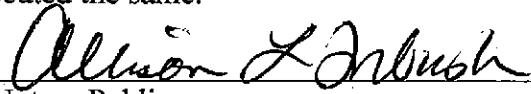
  
James R. Nichol, President

  
Joan P. Nichol, Secretary/Treasurer

STATE OF UTAH {  
} SS.  
COUNTY OF *Salt Lake* {

On the *2<sup>nd</sup>* day of *October* 2017, personally appeared before me James R. Nichol and Joan P. Nichol, who being by me duly sworn did say: That he is the President and she is the Secretary/Treasurer of the above named corporation and that said instrument was signed in behalf of said corporation by authority of a Resolution of its Board of Directors, and they acknowledged to me that said corporation executed the same.



  
Notary Public

File # 83907-C

When recorded mail to:

Russell Stay

C/O Beaver Creek Landowners  
15 N. McKinley Drive  
Lindon, Utah 84042

## **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by LOUIS N. RICHE, LOUIS G. RICHE and THOMAS N. RICHE ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### **RIGHT OF WAY DESCRIPTION**

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Executed this 30 Day of MARCH 2017.

Louis N. Riche  
Louis N. Riche

STATE OF UTAH {  
} SS.  
COUNTY OF Carbon {

On the 30 day of March 2017, personally appeared before me, Louis N. Riche, the signer of the within instrument who duly acknowledged to me that he executed the same.



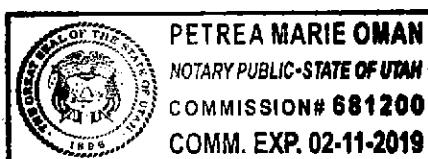
Jane Lancaster  
Notary Public

Executed this 20<sup>th</sup> Day of *October* 2017.

*Louis G. Riche*  
Louis G. Riche

STATE OF UTAH      {  
                            } SS.  
COUNTY OF *Carbon*    {

On the 20<sup>th</sup> day of *October*, 2017, personally appeared before me, Louis G. Riche, the signer of the within instrument who duly acknowledged to me that he executed the same.



*Petrea Marie Oman*  
Notary Public

Executed this      Day of      2017.

*Thomas N. Riche*

STATE OF UTAH      {  
                            } SS.  
COUNTY OF              {

On the      day of      , 2017, personally appeared before me, Thomas N. Riche, the signer of the within instrument who duly acknowledged to me that he executed the same.

*Notary Public*

Page 3

Executed this Day of

2017.

*Louis G. Riche*  
Louis G. Riche

STATE OF UTAH

} SS.  
{

COUNTY OF

On the day of , 2017, personally appeared before me, Louis G. Riche, the signer of the within instrument who duly acknowledged to me that he executed the same.

Notary Public

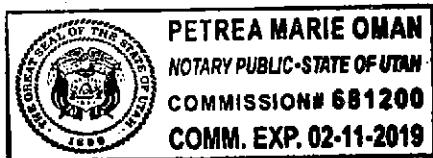
Executed this 25<sup>th</sup> Day of *October* 2017.

*Thomas N. Riche*  
Thomas N. Riche

STATE OF UTAH  
} SS.  
COUNTY OF *Carbon* {

On the 25<sup>th</sup> day of *October* , 2017, personally appeared before me, Thomas N. Riche, the signer of the within instrument who duly acknowledged to me that he executed the same.

*Petrea Marie Oman*  
Notary Public



File #83907-C

When recorded mail to:

Russell Stay

C/O Beaver Creek Landowners  
15 N. McKinley Drive  
Lindon, Utah 84042

## RIGHT OF WAY

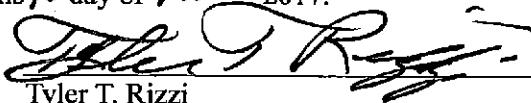
For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by TYLER T. RIZZI and PAULENE ROYLANCE, ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### RIGHT OF WAY DESCRIPTION

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

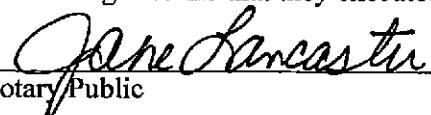
Witness the hand of said grantors, this 10 day of Nov 2017.

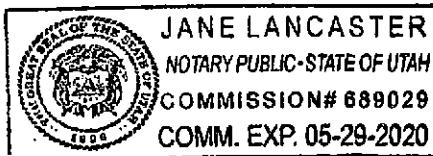
  
Tyler T. Rizzi

  
Paulene Roylance

STATE OF UTAH {  
} SS.  
COUNTY OF Carbon {

On the 10 day of Nov ., 2017, personally appeared before me Tyler T. Rizzi and Paulene Roylance, the signer of the within instrument who duly acknowledged to me that they executed the same.

  
Jane Lancaster  
Notary Public



File # 83907-C

When recorded mail to:

Russell Stay

C/O Beaver Creek Landowners

15 N. McKinley Drive

Lindon, Utah 84042

## **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by SCCKG HOLDINGS, LLC, A Utah Limited Liability Company ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

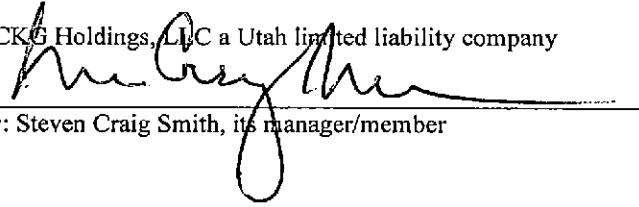
The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### **RIGHT OF WAY DESCRIPTION**

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Executed this Day of 7/9/2018.

SCCKG Holdings, LLC a Utah limited liability company

  
By: Steven Craig Smith, its manager/member

STATE OF UTAH      {  
                          } SS.  
COUNTY OF            {

On the      day of      , 2017, personally appeared before me, Steven Craig Smith, manager/member for SCCKG Holdings, LLC, a Utah limited liability company and who by me duly sworn did say that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

*See margin*  
\_\_\_\_\_  
Notary Public



File # 83907-C

When recorded mail to:

Russell Stay

C/O Beaver Creek Landowners

15 N. McKinley Drive

Lindon, Utah 84042

## **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by SSDD PROPERTIES, LLC, A Utah Limited Liability Company ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### **RIGHT OF WAY DESCRIPTION**

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Executed this 1<sup>st</sup> Day of Nov. 2017.

SSDD Properties, LLC a Utah limited liability company

Darryn Lassen  
By: Darryn Lassen, its manager/member

Stacy Lee Lassen  
By: Stacy Lee Lassen, its manager/member

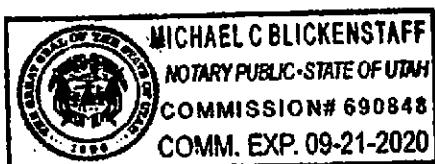
Debbie Payne  
By: Debbie Payne, its manager/member

Steven Scott Payne  
By: Steven Scott Payne, its manager/member

STATE OF UTAH {  
COUNTY OF Utah { SS.

On the 1<sup>st</sup> day of Nov. , 2017, personally appeared before me, Darryn Lassen, Stacy Lee Lassen, Debbie Payne and Steven Scott Payne, managers/members for SSDD Properties, LLC, a Utah limited liability company and who by me duly sworn did say that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

Michael C. Blickenstaff  
Notary Public



File #83907-C  
When recorded mail to:  
Russell Stay  
C/O Beaver Creek Landowners  
15 N. McKinley Drive  
Lindon, Utah 84042

## **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by E.J. STOKES, ("Grantor"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### **RIGHT OF WAY DESCRIPTION**

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Page 2

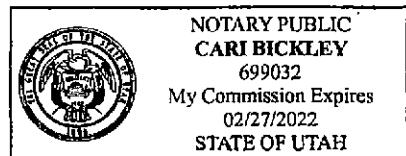
Witness the hand of said grantors, this 19<sup>th</sup> day of Sept 2018.

  
\_\_\_\_\_  
E. J. Stokes

STATE OF UTAH {  
} SS.  
COUNTY OF Davis {

On the 19<sup>th</sup> day of Sept, 2018, personally appeared before me E. J. Stokes, the signers of the within instrument who duly acknowledged to me that he executed the same.

Cari Bickley  
\_\_\_\_\_  
Notary Public



File # 83907-C

When recorded mail to:  
Beaver Creek Landowners  
15 N. McKinley Drive  
Lindon, Utah 84042

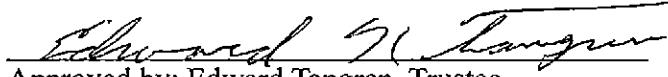
## RIGHT OF WAY

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by EDWARD K. TANGREN as Successor Trustee of THE TANGREN FAMILY TRUST, dated November 6, 1996 ("Grantor"), for the benefit of those landowners described on EXHIBIT A attached hereto (collectively, the Grantees). Grantor hereby grants, conveys and assigns to Grantees and their successors in interest, a non-exclusive right to use a right of way (the "Right of Way") for the purpose of ingress and egress over the existing roads known as Beaver Creek Road and further Jump Creek Road, to property owned by Grantees by means of motor vehicle and/or any other reasonable mode of transportation. The Right of Way shall be located in the location described below. The Right of Way shall be used by Grantees and/or their invited guests (collectively, the "Grantee parties") for purpose of accessing Grantee's collective property. Any such use of the Right of Way, or entry thereon, shall be subject to the terms, conditions and limitations set forth below.

This Right of Way is given **ONLY ACROSS THAT PORTION OF THE EXISTING BEAVER CREEK ROAD WHICH RUNS ALONG THE SOUTHEASTERLY CORNER OF GRANTOR'S LANDS LOCATED WITHIN THE E1/2NW1/4SW14 OF SECTION 33, T12S, R8E, SLB&M, AND KNOWN AS TAX PARCEL #2A-0305-0004.** See attached map after signature page showing location of Right of Way being given.

### TERMS AND CONDITIONS:

1. The Right of Way shall not be used for the parking, storing, or stationing of vehicles or any other personal property of any kind.
2. Grantor hereby reserves the right to use the Right of Way area for any use not unreasonably inconsistent with Grantee's permitted use of such Right of Way as granted herein.
3. Grantees, for and in behalf of themselves and all Grantee Parties, accept the Right of Way and all real property related thereto, and all aspects thereof, in its "AS IS", "WHERE IS" condition and "WITH ALL FAULTS", without warranties of any kind, either express or implied, including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantees, for and in behalf of themselves and all Grantee parties, hereby waive all warranties, express or implied, regarding the title, nature, condition and use of the Right of Way, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without

  
Approved by: Edward Tangren, Trustee

limiting the generality of the foregoing, Grantor shall have no obligation or duty of any kind to disclose, cure, or fix any defects, hazards, issues, circumstances, or matters of any kind relating in any way to the Right of Way.

4. Grantor shall have no duty or obligation to upkeep, maintain, or repair all or any portion of the Right of Way or any improvements related thereto.

5. Grantor is released from all liability of any kind relating to Grantee's use (or any use by any Grantee Parties) of the Right of Way. Any use by Grantees (or any use by any Grantee Parties) of all or any portion of the Right of Way shall be at the sole and absolute risk of Grantees (and/or the Grantee Parties, as applicable). Grantees (and/or the Grantee Parties, as applicable) assume all liability, responsibility, and risk relating to any use thereof.

6. Any use of, or entry onto, the Right of Way by Grantee (and/or any of the Grantee Parties, as applicable) shall constitute such persons agreement to the terms and conditions set forth herein.

7. Any and all utilities installed or constructed within the Right of Way shall be installed and constructed underground. All plans and designs therefore shall be subject to the written review and approval of Grantor before any installation or construction shall be commenced.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

#### RIGHT OF WAY DESCRIPTION

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Witness the hand of said grantors, this 10 day of Sept - 2018.

Edward K. Tangren  
Edward K. Tangren, Successor Trustee

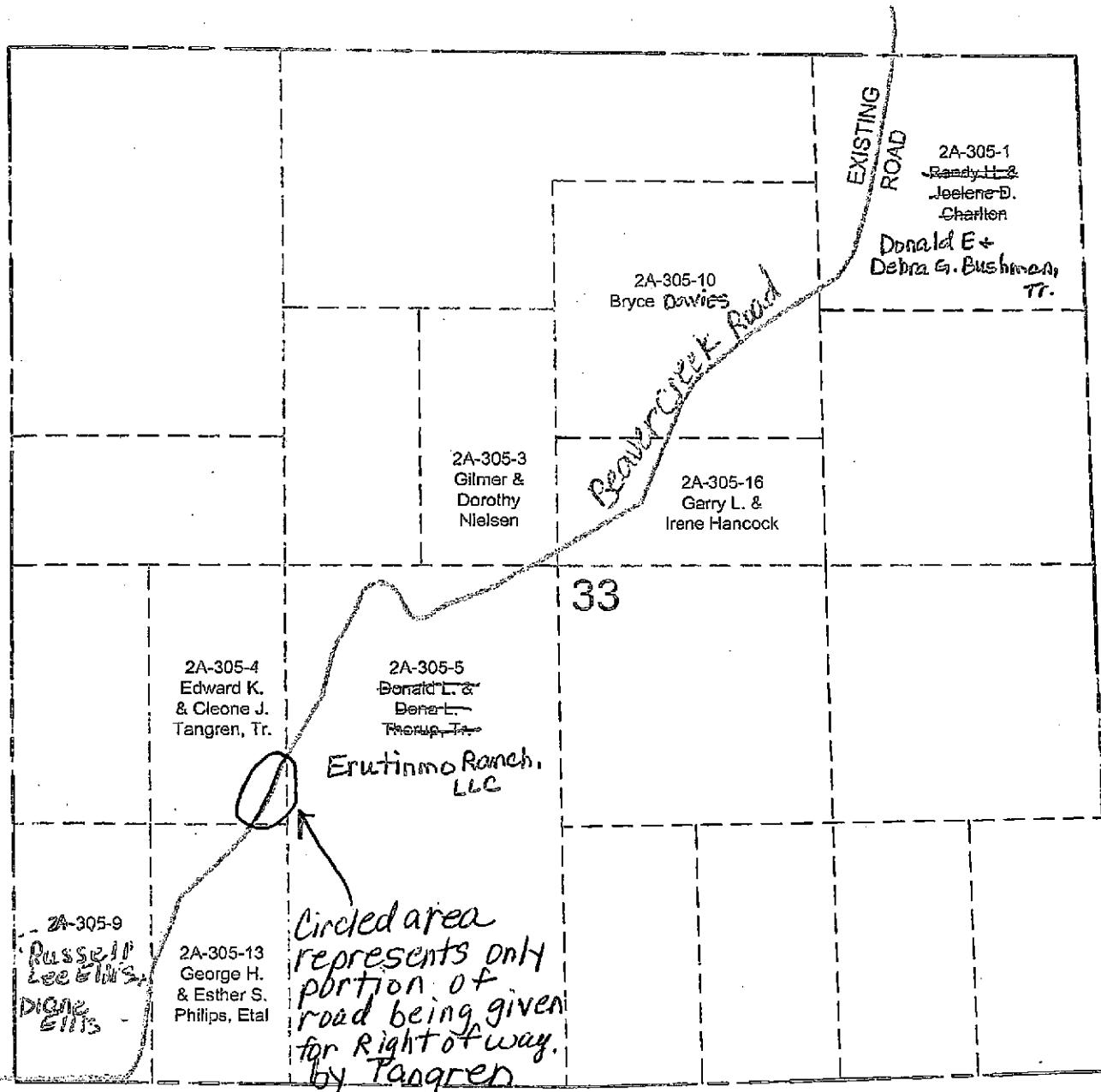
SD  
STATE OF UTAH {  
} SS.  
COUNTY OF Haakon

On the 10<sup>th</sup> day of September, 2018, personally appeared before me, Edward K. Tangren, as Successor Trustee of the Tangren Family Trust, dated Nov. 6, 1996 the signers of the within instrument who duly acknowledged to me that they executed the same.



Crystal G. Johnson  
Notary Public  
My commission expires March 17, 2021

SECTION 33, TOWNSHIP 12 SOUTH, RANGE 8 EAST, S.L.B. & M.



Notes:

The purpose of this map is to show an existing access road in relation to the properties that the road crosses. Boundary lines shown hereon are based on County ownership plats, and are not surveyed boundaries.

DRAWN BY: MCW	DATE: 11-17-06	REVISIONS: 0	SCALE: 1" = 800'	SEC 33, T12S, R8E, SLM
PREPARED BY: WARE SURVEYING & ENGINEERING Phone: 435-613-1266 Email: <a href="mailto:waresurveying@emerytelcom.net">waresurveying@emerytelcom.net</a> 1344 N 1000 W - Price, UT 84501	PREPARED FOR: BEAVER CREEK LANDOWNERS	LOCATION: CARBON COUNTY STATE OF UTAH T. 12 S., R. 8 E., S.L.B. & M.		

File #83907-C

When recorded mail to:

Russell Stay

C/O Beaver Creek Landowners  
15 N. McKinley Drive  
Lindon, Utah 84042

## **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by ROBERT J. THOMAS and DONNA M. THOMAS, ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### **RIGHT OF WAY DESCRIPTION**

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Witness the hand of said grantors, this 21 day of March 2017.

Robert J. Thomas  
Robert J. Thomas

Robert J. Thomas

STATE OF UTAH {  
} SS.  
COUNTY OF Cache {

On the 21 day of March, 2017, personally appeared before me Robert J. Thomas ~~and~~  
~~Elizabeth Thomas~~, the signers of the within instrument who duly acknowledged to me that they  
executed the same.

Jane Lancaster  
Jane Lancaster

Notary Public



Witness the hand of said grantors, this 15 day of Aug 2017.

Donna M. Thomas  
Donna M. Thomas

STATE OF Nevada {  
} SS.  
COUNTY OF Clark {

On the 15 day of August, 2017, personally appeared before me Donna M. Thomas, the signers of the within instrument who duly acknowledged to me that she executed the same.

Cynthia A. Good  
Notary Public



File #83907-C

When recorded mail to:

Russell Stay

C/O Beaver Creek Landowners  
15 N. McKinley Drive  
Lindon, Utah 84042

## **RIGHT OF WAY**

For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, this Right of Way which is more fully set forth below, is hereby entered into by SCOTT N. WOODFIELD and LINDA S. WOODFIELD, as Trustees of THE SCOTT & LINDA WOODFIELD TRUST, dated February 6, 2003, ("Grantor(s)"), for the benefit of those landowners described on EXHIBIT A attached hereto ("Grantee(s)"), the Grantor(s) hereby grant, convey and assign to Grantee(s) and his/her/their successors in interest, a non-exclusive use of the Right of Way for the purpose of a Right of Way for ingress and egress over the existing roads known as Beaver Creek Road and further South Jump Creek Road, to property owned by the Grantee(s) by means of motor vehicle and/or any other mode of transportation. The Right of Way shall be used by Grantee(s), his/her/their invited guests for purpose of accessing Grantee's collective property.

The Right of Way granted herein shall be appurtenant to Grantor's property and shall run with title to the Grantor's property on which the Right of Way is situated, and the Right of Way shall be binding upon all parties having or acquiring any right, title, or interest in or to the property of the Grantor.

### **RIGHT OF WAY DESCRIPTION**

A Right of Way 20 feet in width, 10 feet of which shall be on either side of the center line description as set forth on the plats and as described on EXHIBIT B which is attached hereto and incorporated by reference herein.

Page 2

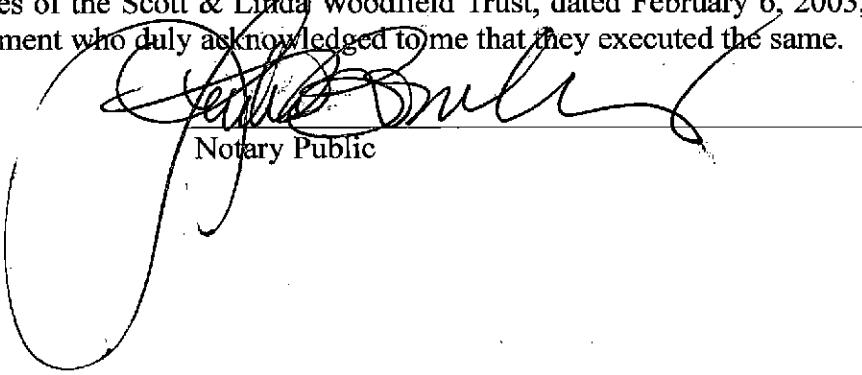
Witness the hand of said grantors, this 7<sup>th</sup> day of October 2017.

Scott N. Woodfield, Trustee  
Scott N. Woodfield, Trustee

Linda S. Woodfield, Trustee  
Linda S. Woodfield, Trustee

STATE OF UTAH {  
} SS.  
COUNTY OF Utah {

On the 7<sup>th</sup> day of October, 2017, personally appeared before me Scott N. Woodfield and Linda S. Woodfield, as Trustees of the Scott & Linda Woodfield Trust, dated February 6, 2003, the signers of the within instrument who duly acknowledged to me that they executed the same.

  
Notary Public

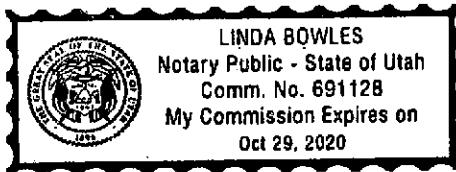


EXHIBIT A (GRANTEES)

**(CARBON COUNTY LANDOWNERS AND THEIR BENEFITED LANDS)**

ROBERT J. THOMAS and DONNA M. THOMAS, husband and wife, as joint tenants  
(All of Section 1, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0233-0000)

SITLA - STATE OF UTAH SCHOOL AND INSTITUTIONAL TRUST LANDS  
ADMINISTRATION

(All of Section 2, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0232-002S)  
(All of Section 32, Township 12 South, Range 8 East, SLB&M - Tax # unknown)

E. J. STOKES

(N3/4SE1/4NE1/4; NW1/4NE1/4; E1/2NE1/4NE1/4; NE1/4SE1/4; of Section 11, Township 12  
South, Range 8 East, SLB&M - Tax # 2A-0251-0000)

(SE1/4NE1/4 of Section 14, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0258-0001)

(E1/2NE1/4; W1/2SE1/4; NE1/4SE1/4; of Section 21, Township 12 South, Range 8 East,  
SLB&M - Tax #2A-0271-0000)

(E1/2SW1/4; W3/4N1/2NE1/4; SW1/4SE1/4; of Section 28, Township 12 South, Range 8 East,  
SLB&M - Tax # 2A-0290-0000)

(NE1/4NW1/4; N1/2NW1/4NE1/4; of Section 33, Township 12 South, Range 8 East, SLB&M -  
Tax # 2A-0305-0012)

(NE1/4SW1/4 of Section 34, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0308-0000)

SACCO BROTHERS LAND & LIVESTOCK, LLC, A Utah Limited Liability Company

(W1/2NE1/4NE1/4 of Section 11, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0251-  
0009)

TYLER T. RIZZI and PAULENE ROYLANCE, as joint tenants

(SW1/4NE1/4 of Section 11, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0251-0008)

JERRY V. PETERSON

(S1/2S1/2SE1/4NE1/4 of Section 11, Township 12 South, Range 8 East, SLB&M - Tax # 2A-  
0251-0001)

T. GUY LARSON

(SE1/4NW1/4 of Section 11, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0251-0012)

THOMAS GUY LARSON

(NE1/4SW1/4 of Section 11, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0251-0002)

SCOTT N. WOODFIELD and LINDA S. WOODFIELD, as Trustees of THE SCOTT & LINDA  
WOODFIELD TRUST, dated February 6, 2003

(SE1/4SW1/4 of Section 11, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0251-0006)

UNITED STATES OF AMERICA

(S1/2SE1/4; NW1/4SE1/4; of Section 11, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0251-000F)

(S1/2; N1/2NE1/4; SW1/4NE1/4; of Section 14, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0232-014F)

(NE1/4; NW1/4SE1/4; of Section 15, Township 12 South, Range 8 East, SLB&M - Part of Tax # 2A-0232-015F)

(SE1/4NE1/4 of Section 27, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0232-027F)

(NW1/4NW1/4; E1/2NW1/4; W1/2NE1/4; N1/2SW1/4; SE1/4SW1/4; of Section 23, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0232-023F)

BRUCE JAMES BILLINGS and POLLY NIELSON BILLINGS, as Trustees of THE BRUCE J. BILLINGS and POLLY NIELSON BILLINGS FAMILY TRUST, dated November 10, 2004  
(W1/2NW1/4; S1/2NE1/4NW1/4; of Section 14, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0258-0000)

EDWARD R. BROWN, BRENDA W. BROWN, PAUL BROWN, JULIE BROWN and JEFF BROWN, all as joint tenants

(N1/2NE1/4NW1/4 of Section 14, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0258-0003)

REDWOOD PRE SCHOOL and DAY CARE CENTER, INC., A Utah Corporation

(SE1/4SW1/4; SW1/4SE1/4; E1/2SE1/4; of Section 15, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0259-0000)

(NE1/4NW1/4; W1/2NW1/4NE1/4; SW1/4NE1/4; N1/2SE1/4NE1/4; of Section 15, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0273-0007)

(E1/2NE1/4SW1/4; NW1/4SE1/4; of Section 22, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0273-0006)

(E1/2SE1/4; E1/2SW1/4SE1/4; of Section 22, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0273-0011)

(SW1/4NW1/4 of Section 23, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0275-0002)

MICHAEL S. HASLAM and LAUNA D. HASLAM, as Trustees of THE MICHAEL and LAUNA HASLAM FAMILY TRUST, dated July 6, 2015

(SE1/4SE1/4 of Section 21, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0271-0002)

KAL PROPERTIES, LLC, to a 50% interest

JOSEPH B. PEARSON, LORIE A. PEARSON AND PAULINE ROYLANCE, TRUSTEES OF THE PEARSON ASSET PROTECTION TRUST, U/A/D the 13<sup>th</sup> of September, 2017, to a 50% interest

(S1/2SW1/4NW1/4 of Section 22, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0273-0001)

MARK LYNN BERRY and DIANE BERRY, as Co-Successor Trustees of THE WILLIAM N. BERRY and MARILYN L. BERRY FAMILY TRUST, dated April 13, 2004  
(N1/2NW1/4SW1/4; W1/2NE1/4SW1/4; SE1/4NW1/4; N1/2SW1/4NW1/4; NW1/4NW1/4; of Section 22, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0273-0002)

SCCKG HOLDINGS, LLC, A Utah Limited Liability Company  
(S1/2NW1/4SW1/4; W1/2SW1/4SW1/4; of Section 22, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0273-0014)

BEAVER CREEK, LLC, A Utah Limited Liability Company  
(W1/2SE1/4SW1/4; E1/2SW1/4SW1/4; of Section 22, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0273-0003)

EMMA B. HOLLEY  
(E1/2SE1/4SW1/4; W1/2SW1/4SE1/4; of Section 22, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0273-0013)  
(W1/2NW1/4NE1/4 of Section 27, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0273-0013)

ERLINDO MONTOYA, as Trustee of THE MONTOYA FAMILY TRUST, dated January 29, 1990  
(S1/2SE1/4NE1/4 of Section 22, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0273-0008)

CRAIG A. RASMUSSEN as Trustee of THE CRAIG A. RASMUSSEN FAMILY LIVING TRUST, dated December 8, 2017, as to a 50% interest and DELYNN RASMUSSEN, as Trustee of THE DELYNN RASMUSSEN FAMILY LIVING TRUST, dated December 8, 2017, as to a 50% interest  
(S1/2NE1/4NE1/4 of Section 22, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0273-0012)

JAMES W. BERNARDY and SHELBY J. BERNARDY, Trustees of THE BERNARDY FAMILY 1994 TRUST, dated October 4, 1994  
(E1/2NW1/4NE1/4 of Section 22, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0273-0005)

JAMES ANDREW RASMUSSEN  
(N1/2NE1/4NE1/4 of Section 22, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0273-0000)

ERUTINMO RANCH, LLC, a Utah Limited Liability Company  
(W1/2NW1/4; SE1/4NW1/4; N1/2SW1/4; SE1/4SW1/4; SE1/4; of Section 27, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0286-0000)  
(SE1/4NE1/4; NE1/4SE1/4; of Section 28, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0288-0000)  
(SE1/4NE1/4; NE1/4SE1/4; of Section 33, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0303-0000)  
(NE1/4SW1/4; Lot 4 aka SE1/4SW1/4; of Section 33, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0305-0005)  
(E1/2 of Lot 2 aka E1/2SW1/4SE1/4 of Section 33, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0305-0014)  
(W1/2SW1/4; SW1/4NW1/4; of Section 26, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0285-0001)  
(NE1/4NW1/4; NW1/4NE1/4; S1/2N1/2; NW1/4SW1/4; of Section 34, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0309-0000)  
(NW1/4NW1/4 of Section 35, Township 12 South, Range 8 East, SLB&M - Tax # 2A-0311-0000)

RUSSELL D. STAY and ROXANE STAY, as Trustees of THE STAY FAMILY TRUST, dated November 6, 2017  
(NE1/4NW1/4 of Section 27, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0287-0004)

RICHARD GREGERSEN and KAYE GREGERSEN, (as joint tenants)  
(E1/2NW1/4NE1/4 of Section 27, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0287-0003)

MICHAEL C. HARDING and KIM H. HARDING, Trustees of THE MICHAEL & KIM HARDING FAMILY TRUST, dated August 16, 2013  
(N1/2NE1/4NE1/4 of Section 27, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0287-0000)

KAYLON T. WHITELEY and JAN WHITELEY, husband and wife, as joint tenants  
(S1/2NE1/4NE1/4 of Section 27, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0287-0007)

SHANA F. MONTGOMERY  
(W1/2SW1/4NE1/4 of Section 27, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0287-0005)

BRIAN S. BARSON and SHIRLEY BARSON, husband and wife, as joint tenants  
(E1/2SW1/4NE1/4 of Section 27, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0287-0001)

E. JACOB BURNS and BARCY BURNS, (joint tenants)  
(SW1/4SW1/4 of Section 27, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0287-0002)

SSDD PROPERTIES, LLC  
(E1/2NE1/4NE1/4 of Section 28, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0290-0004)

LOUIS N. RICHE, LOUIS G. RICHE and THOMAS N. RICHE, as joint tenants  
(SE1/4SE1/4 of Section 28, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0290-0001)

MANNING INVESTMENTS, LLC (A Series Limited Liability Company)  
(SW1/4SW1/4, Also described as: Beginning at the SW corner of Section 28, Township 12 South, Range 8 East, SLB&M; thence North 00°05'53" West 1316.97 feet; thence North 89°54'19" East 1321.05 feet; thence South 00°04'44" East 1317.98 feet; thence South 89°56'57" West 1319.46 feet to the beginning. - Tax # 2A-0290-0002)

COOKE FAMILY INVESTMENTS, LLC  
(Beginning at the Northwest Corner of the Southwest Quarter of the Northeast Quarter of Section 31, Township 12 South, Range 8 East, SLB&M; and running thence East 835 feet, more or less; thence South 1775 feet, more or less, across Jump Creek to center of an old road; thence following old road bed in a Northwesterly direction about 900 feet to the West line of the East One-half of Section 31; thence North 1460 feet to beginning. - Tax # 2A-0302-0001)

BROWN MANAGEMENT, LC, A Utah Limited Liability Company  
(Lots 12 and 13 of Section 31, Township 12 South, Range 8 East, SLB&M- Also described as Beginning at a point West 1320 feet along the Section line from the East Quarter corner of Section 31, T12S, R8E, SLB&M; and running thence South 745 feet to the centerline of an existing dirt road; thence Northwesterly 555 feet along said existing dirt road; thence North 1775 feet to the North line of the South half of the Northeast Quarter of Section 31; thence East 485 feet along the North line to the West line of the East half of the Northeast Quarter of said Section 31; thence South 1320 feet to the point of beginning. - Tax # 2A-0302-0002)  
(Lot 3 and NE1/4SW1/4 of Section 31, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0300-0000)

(Beginning 820 feet West along the Section line of the E1/4 corner of Section 31, Township 12 South, Range 8 East, SLB&M; and running thence South 980 feet to the centerline of an existing dirt road; thence Northwesterly 145 feet along said dirt road; thence South 365.9 feet to the North line of the S1/2 of the SE1/4 of said Section 31; thence West 805 feet along said North line; thence North 810 feet to the centerline of said existing road; thence Southeasterly 495 feet along said existing road; thence North 745 feet; thence East 500 feet to beginning. - Tax # 2A-0302-0005)

JUMP CRICK PROPERTIES, LLC

(Beginning 500 feet East of the NW corner of the NE1/4SE1/4 of Section 31, T12S, R8E, SLB&M; thence South 980 feet, m/l to a road; thence Southeasterly along said road 815 feet, m/l; thence North 1200 feet, m/l; thence West 820 feet to the point of beginning. Also, Beginning at the NE corner of the SE1/4SE1/4 of Section 31, T12S, R8E, SLB&M; thence West 660 feet; thence Northeasterly 245 feet, m/l to a road; thence Southeasterly along said road 600 feet, m/l; thence South 90 feet to the point of beginning. - Tax # 2A-0302-0006)

(Beginning at the NW corner of the SE1/4SE1/4 of Section 31, T12S, R8E, SLB&M; and running thence East 385 feet, m/l; thence North 365 feet, m/l to a road; thence Southeasterly along said road 350 feet, m/l; thence Southwesterly 245 feet, m/l; thence South 660 feet, m/l; thence West 660 feet, m/l; thence North 660 feet, m/l to the point of beginning. - Tax # 2A-0302-0007)

(SE1/4SE1/4SE1/4; SW1/4SE1/4SE1/4; NE1/4SE1/4SE1/4; of Section 31, Township 12 South, Range 8 East, SLB&M -- Tax # 2A-0302-0008)

CRAIG R. STAY and JENNIFER STAY, husband and wife, as joint tenants

(All of Lot 2, of Section 31, Township 12 South, Range 8 East, SLB&M -- Tax # 2A-0302-0011)

(SE1/4NW1/4 of Section 31, Township 12 South, Range 8 East, SLB&M -- Tax # 2A-0302-0012)

DONALD E. BUSHMAN, DEBRA G. BUSHMAN and BRANDON BUSHMAN, as TRUSTEES of the Bushman Asset Protection Trust, U/A/D March 18, 2015

(NE1/4NE1/4 of Section 33, Township 12 South, Range 8 East, SLB&M -- Tax # 2A-0305-0001)

GILMER NIELSEN and DOROTHY NIELSEN, husband and wife, as joint tenants

(SE1/4NW1/4 of Section 33, Township 12 South, Range 8 East, SLB&M -- Tax # 2A-0305-0003 and 2A-0305-0008)

EDWARD K. TANGREN and CLEONE J. TANGREN, Trustees of THE TANGREN FAMILY TRUST, dated November 6, 1996

(W1/2NW1/4SW1/4 of Section 33, Township 12 South, Range 8 East, SLB&M -- Tax # 2A-0305-0000)

(E1/2NW1/4SW1/4 of Section 33, Township 12 South, Range 8 East, SLB&M -- Tax # 2A-0305-0004)

(S1/2SW1/4NW1/4 of Section 33, Township 12 South, Range 8 East, SLB&M -- Tax # 2A-0305-0011)

RUSSELL LEE ELLIS and DIANE ELLIS, husband and wife, as joint tenants

(W1/2SW1/4SW1/4 of Section 33, Township 12 South, Range 8 East, SLB&M -- Tax # 2A-0305-0009)

HEBER VALLEY RANCH, LLC -- (BRYCE DAVIES as member)

(S1/2NW1/4NE1/4; N1/2SW1/4NE1/4; of Section 33, Township 12 South, Range 8 East, SLB&M -- Tax # 2A-0305-0010)

GEORGE H. PHILIPS and ESTHER S. PHILIPS, his wife, as joint tenants (or to their ESTATES, both deceased - George predeceased Esther, (1/3 interest)

CHARLES E. PHILIPS and JANET I. PHILIPS, husband and wife, as joint tenants (1/3 interest)

REX E. ALGER and MARY L. ALGER, husband and wife, as joint tenants (1/3 interest)

(E1/2SW1/4SW1/4 of Section 33, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0305-0013)

IRENE HANCOCK and GARRY L. HANCOCK, as joint tenants

(S1/2SW1/4NE1/4 of Section 33, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0305-0016)

RUSSELL D. STAY and ROXANE STAY, as Trustees of THE STAY FAMILY TRUST, dated November 6, 2017, to a 50% interest

ROBERT CRAIG STAY, to a 50% interest

(Beginning at the Northwest corner of Section 33, Township 12 South, Range 8 East, SLB&M; and running thence South 00°15'40" East along the Section line 1975.46 feet; thence North 89°56'57" East 1319.46 feet; thence North 00°15'40" West 1975.46 feet to the North Section line; thence South 89°56'57" West 1319.46 feet along the Section line to the point of beginning. - Tax # 2A-0305-0002)

ROBERT K. LAVIN and FRANCES JO LAVIN, husband and wife, as joint tenants

(All of the SE1/4SE1/4 of Section 33, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0305-0006 and 2A-0305-0017)

NORMA L. BERTOLA, as Trustee of THE NORMA L. BERTOLA TRUST, dated June 15, 2015 (W1/2 of Lot 2 aka W1/2SW1/4SE1/4 of Section 33, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0305-0007)

ROBERT JACKSON and BARBARA JACKSON, husband and wife, as joint tenants

(NW1/4SE1/4 of Section 33, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0305-0015)

TIMOTHY SORENSEN and NICOLE SORENSEN, husband and wife, as joint tenants

(NW1/4NW1/4 of Section 34, Township 12 South, Range 8 East, SLB&M – Tax # 2A-0308-0001)

BEAVER CREEK RECREATION, LLC, a Utah Limited Liability Company

(SW1/4SW1/4 of Section 23, Township 12 South, Range 8 East, SLB&M – Tax #2A-0275-0001)

EXHIBIT A (GRANTEES)

**(UTAH COUNTY LANDOWNERS AND THEIR BENEFITED LANDS)**

BRIGHAM YOUNG UNIVERSITY, a Utah Non Profit Corporation

(Any lands owned by Brigham Young University which is located within the E1/2 of Section 36, Township 11 South, Range 8 East, SLB&M – Tax # 33:061:0005 and 33:061:0006 and 33:061:0003)

E. J. STOKES

(SE1/4SW1/4 of Section 25, Township 11 South, Range 8 East, SLB&M – Tax # 33:058:0010)

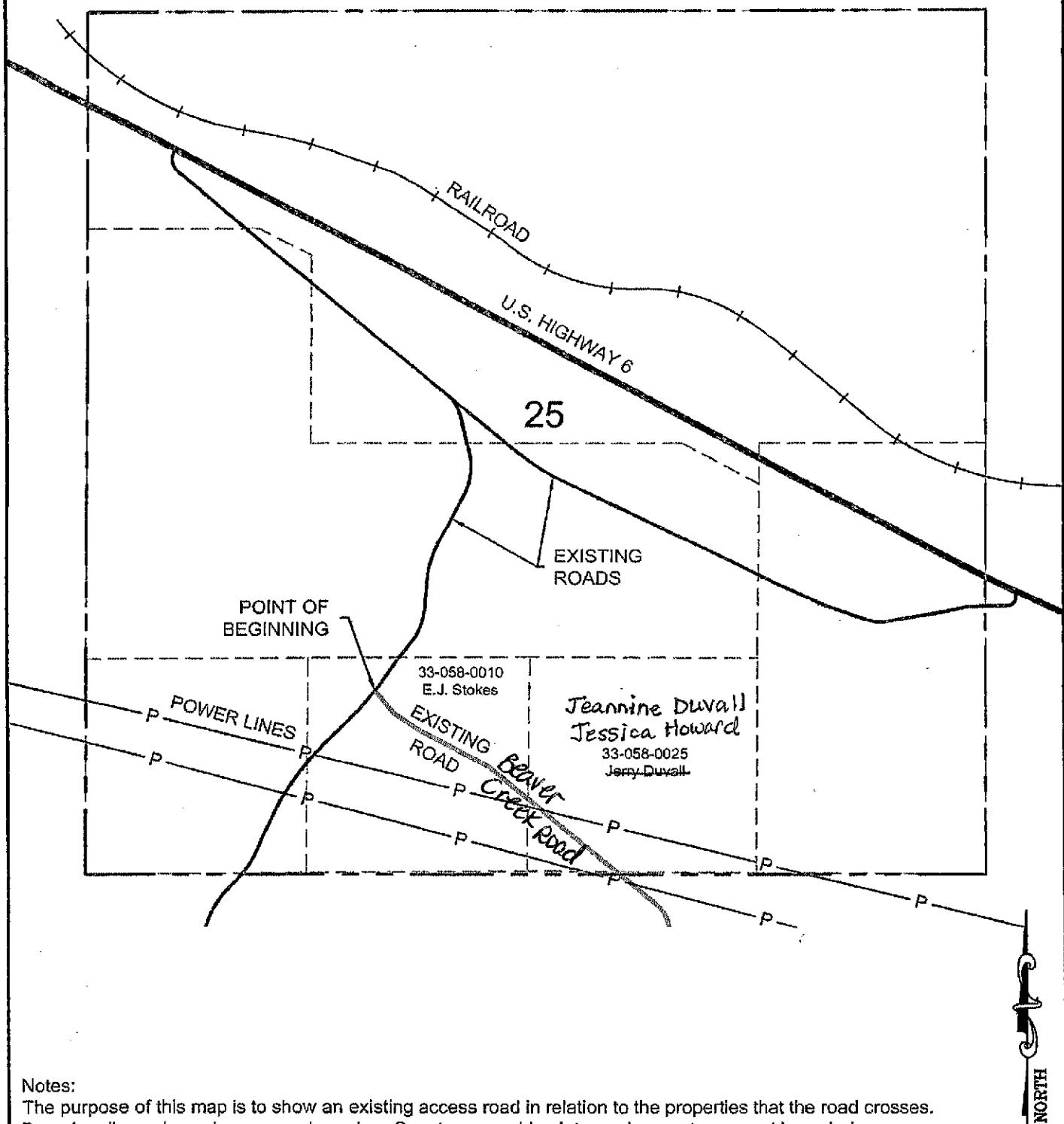
(W1/2 of Section 36, Township 11 South, Range 8 East, SLB&M – Tax # 33:061:0001)

JEANNINE DUVALL and JESSICA HOWARD, as joint tenants

(SW1/4SE1/4 of Section 25, Township 11 South, Range 8 East, SLB&M – Tax #33:058:0025)

# Exhibit B

## SECTION 25, TOWNSHIP 11 SOUTH, RANGE 8 EAST, S.L.B. & M.

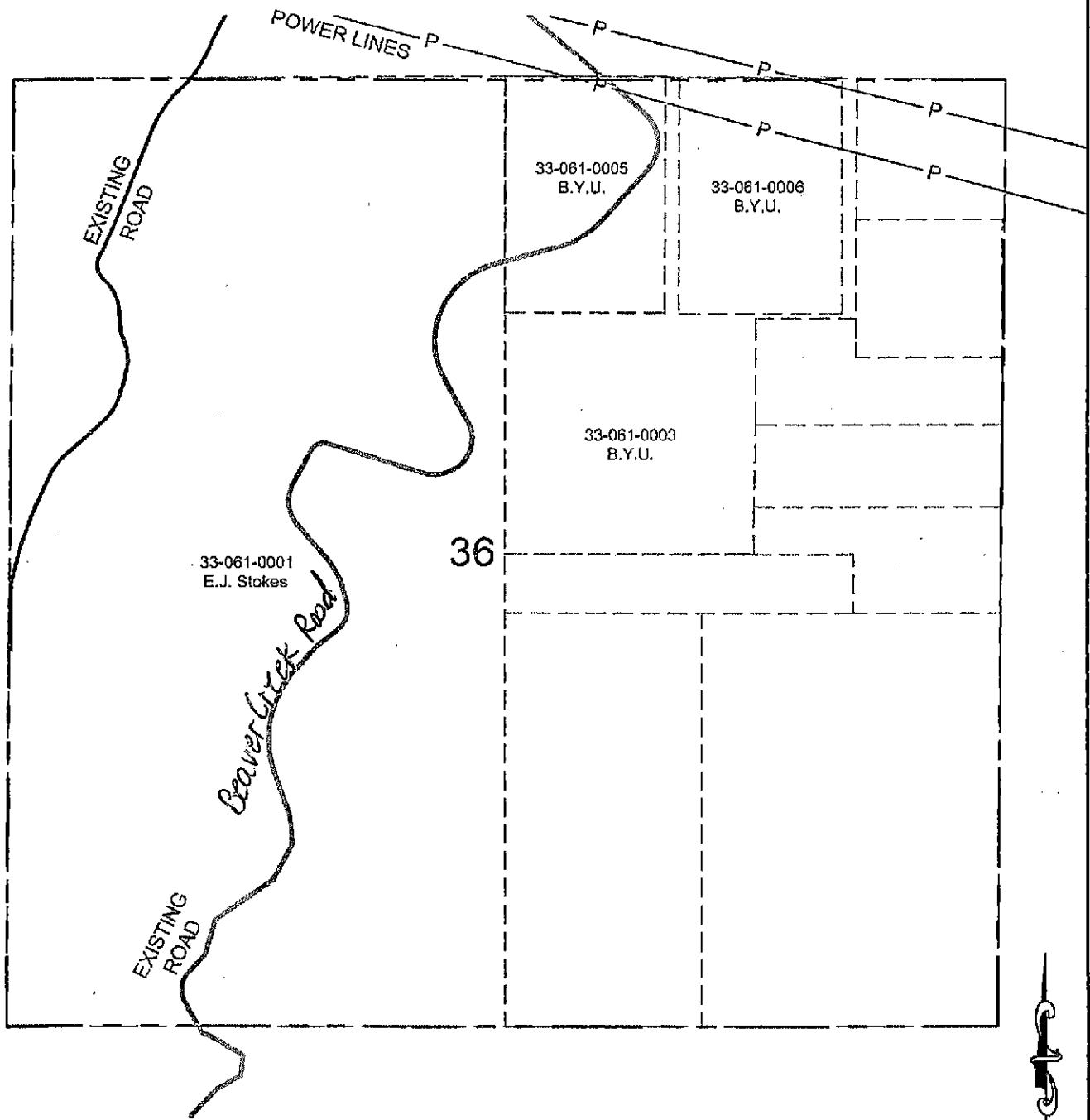


### Notes:

The purpose of this map is to show an existing access road in relation to the properties that the road crosses. Boundary lines shown hereon are based on County ownership plats, and are not surveyed boundaries.

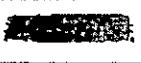
DRAWN BY: MCW	DATE: 11-17-05	REVISIONS: 0	SCALE: 1" = 800'	SEC 25, T11S, R8E, SLBM
PREPARED BY:	PREPARED FOR:	LOCATION:		
WARE SURVEYING & ENGINEERING Phone: 435-613-1266 Email: <a href="mailto:waresurveying@emerytelcom.net">waresurveying@emerytelcom.net</a> 1344 N 1000 W - Price, UT 84501	BEAVER CREEK LANDOWNERS	UTAH COUNTY STATE OF UTAH T. 11 S., R. 8 E., S.L.B. & M.		

SECTION 36, TOWNSHIP 11 SOUTH, RANGE 8 EAST, S.L.B. & M.

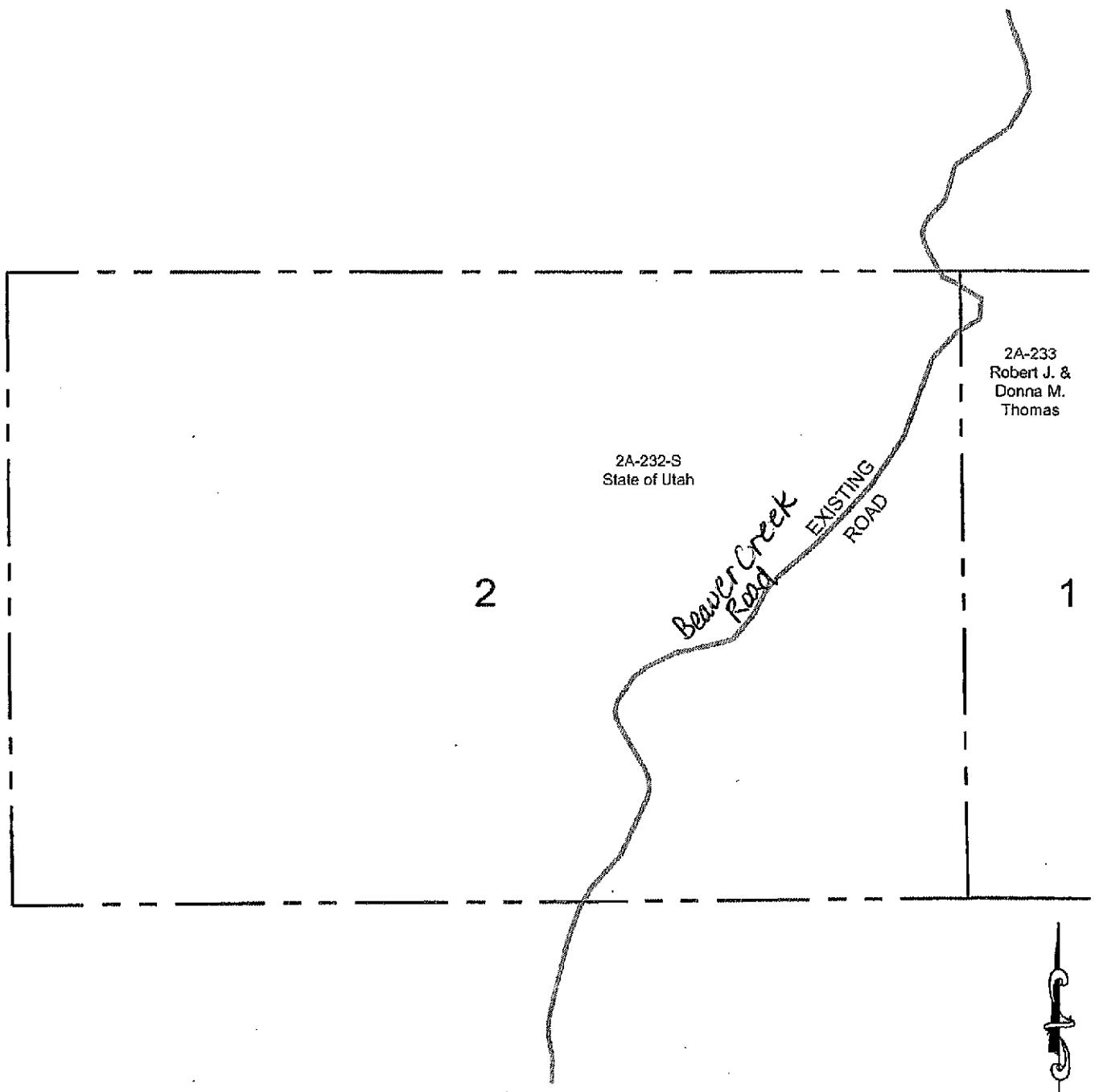


Notes:

The purpose of this map is to show an existing access road in relation to the properties that the road crosses. Boundary lines shown hereon are based on County ownership plats, and are not surveyed boundaries.

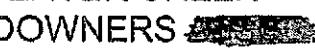
DRAWN BY: MCW	DATE: 11-17-05	REVISIONS: 0	SCALE: 1" = 800'	SEC 36, T11S, R8E, SLBM
PREPARED BY: WARE SURVEYING & ENGINEERING Phone: 435-613-1266 Email: <a href="mailto:waresurveying@emerytelcom.net">waresurveying@emerytelcom.net</a> 1344 N 1000 W - Price, UT 84501	PREPARED FOR: BEAVER CREEK LANDOWNERS 	LOCATION: UTAH COUNTY STATE OF UTAH T. 11 S., R. 8 E., S.L.B. & M.		

SECTION 2, TOWNSHIP 12 SOUTH, RANGE 8 EAST, S.L.B. & M.

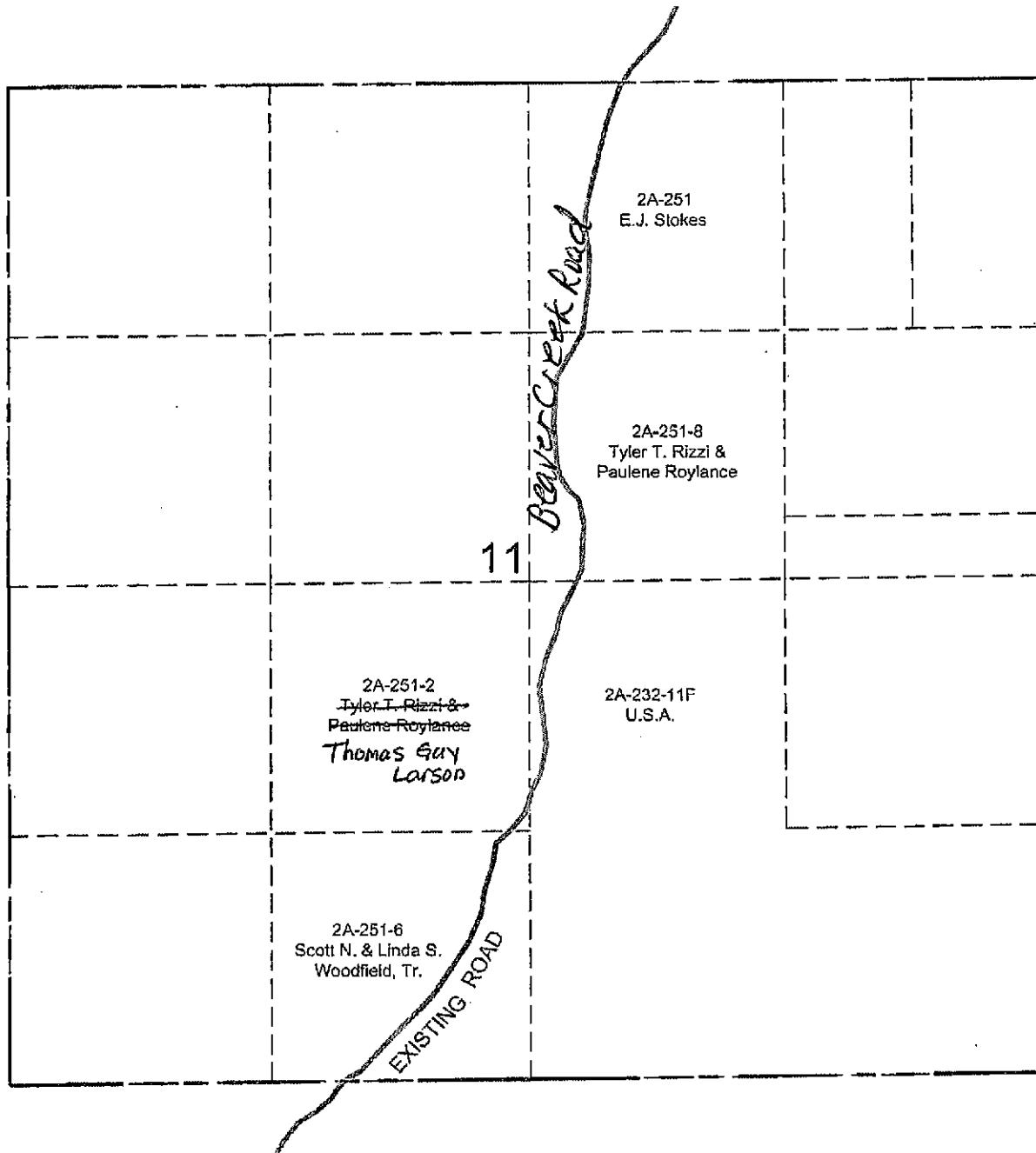


Notes:

The purpose of this map is to show an existing access road in relation to the properties that the road crosses. Boundary lines shown hereon are based on County ownership plats, and are not surveyed boundaries.

DRAWN BY: MCW	DATE: 11-17-05	REVISIONS: 0	SCALE: 1" = 800'	SEC 2, T12S, R8E, S.L.B.M
PREPARED BY: WARE SURVEYING & ENGINEERING Phone: 435-613-1266 Email: <a href="mailto:waresurveying@emerytelcom.net">waresurveying@emerytelcom.net</a> 1344 N 1000 W - Price, UT 84501	PREPARED FOR: BEAVER CREEK LANDOWNERS 	LOCATION: CARBON COUNTY STATE OF UTAH T. 12 S., R. 8 E., S.L.B. & M.		

SECTION 11, TOWNSHIP 12 SOUTH, RANGE 8 EAST, S.L.B. & M.



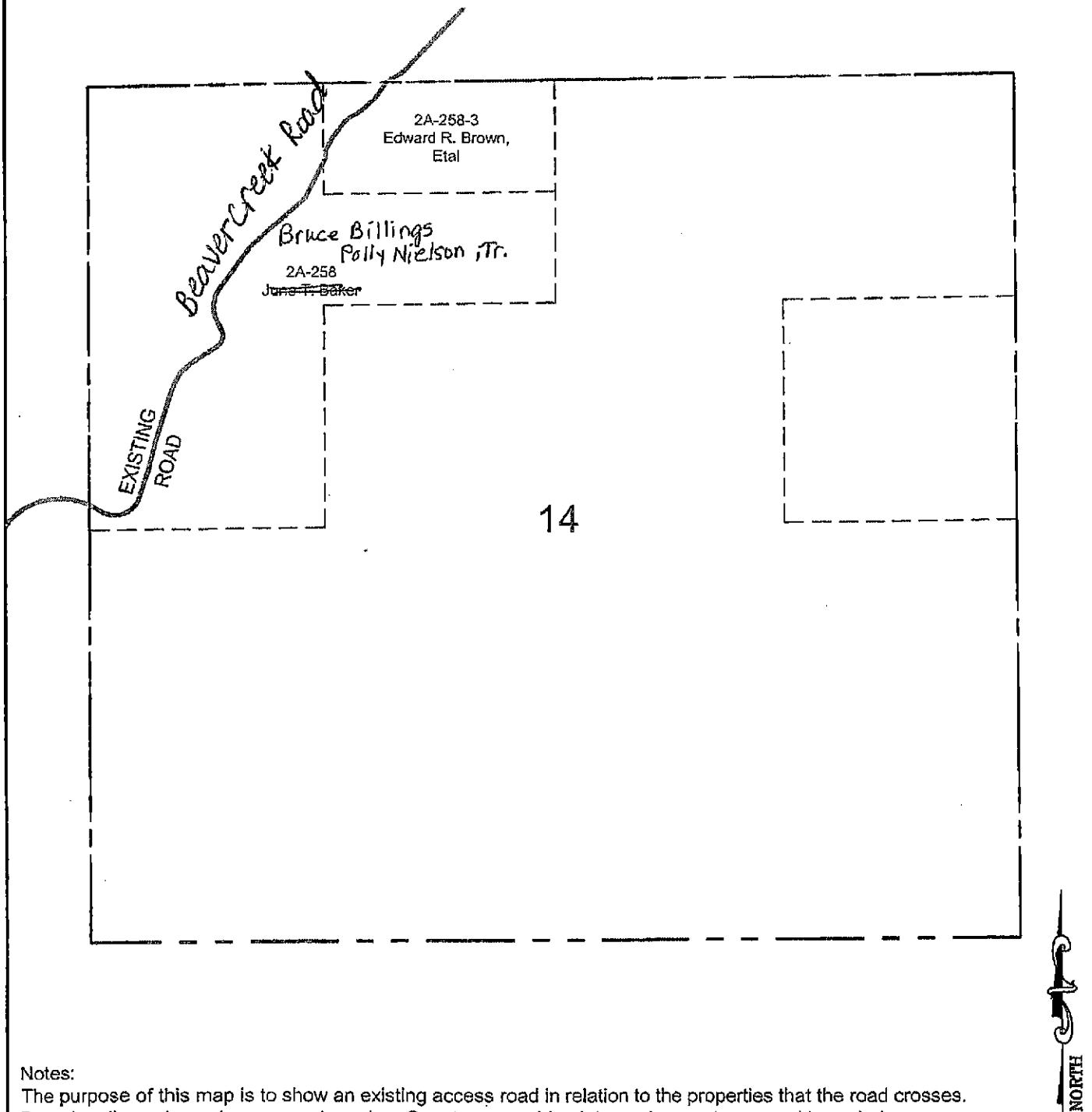
Notes:

The purpose of this map is to show an existing access road in relation to the properties that the road crosses. Boundary lines shown hereon are based on County ownership plats, and are not surveyed boundaries.

NORTH

DRAWN BY: MCW	DATE: 11-17-05	REVISIONS: 0	SCALE: 1" = 800'	SEC 14, T12S, R8E, SLBM
PREPARED BY: WARE SURVEYING & ENGINEERING Phone: 435-613-1266 Email: <a href="mailto:waresurveying@emerytelcom.net">waresurveying@emerytelcom.net</a> 1344 N 1000 W - Price, UT 84501	PREPARED FOR: BEAVER CREEK LANDOWNERS		LOCATION: CARBON COUNTY STATE OF UTAH T. 12 S., R. 8 E., S.L.B. & M.	

SECTION 14, TOWNSHIP 12 SOUTH, RANGE 8 EAST, S.L.B. & M.



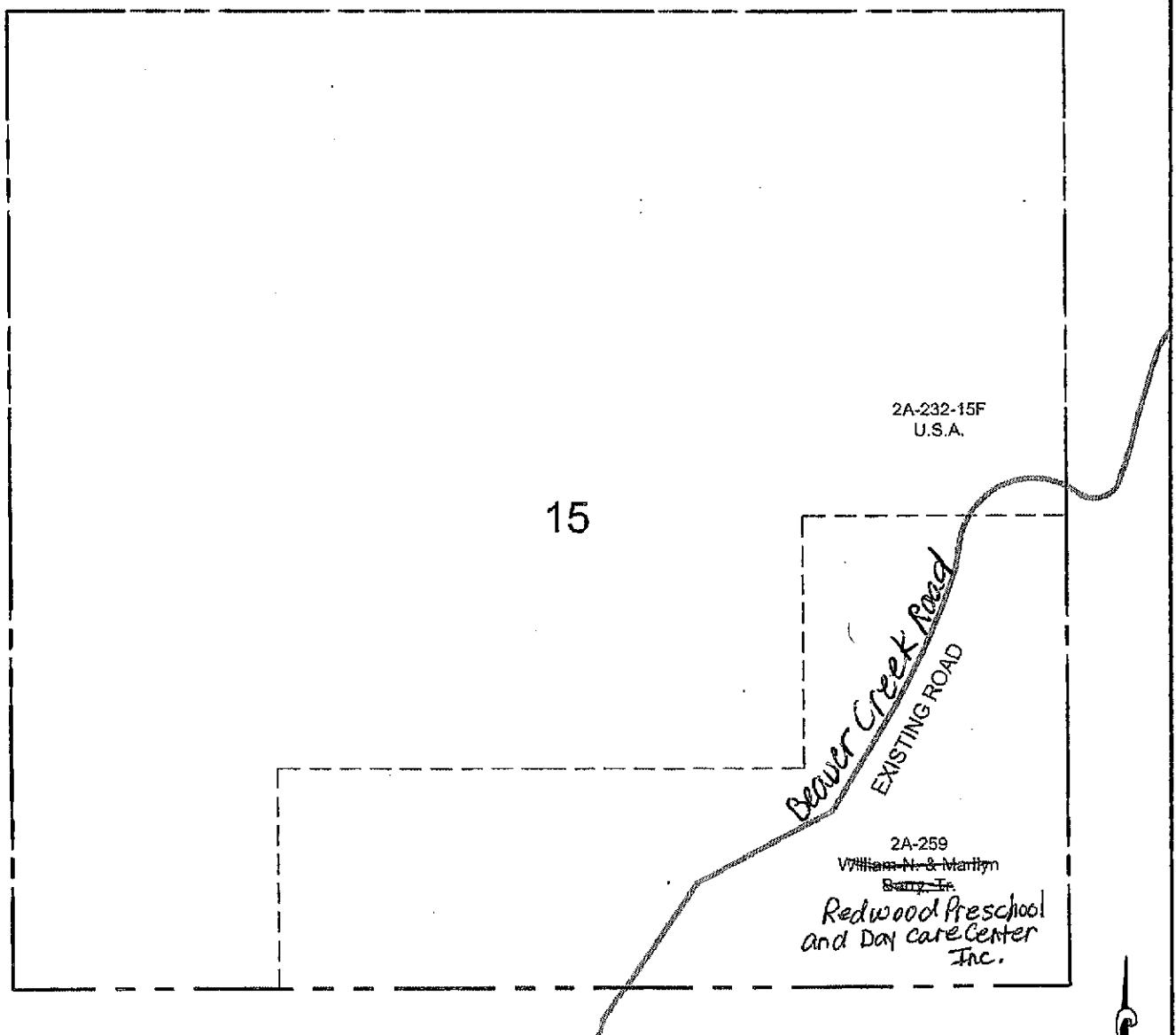
Notes:

The purpose of this map is to show an existing access road in relation to the properties that the road crosses. Boundary lines shown hereon are based on County ownership plats, and are not surveyed boundaries.

NORTH

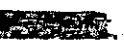
DRAWN BY: MCW	DATE: 11-17-05	REVISIONS: 0	SCALE: 1" = 800'	SEC 14, T12S, R8E, S.L.B.M
PREPARED BY: WARE SURVEYING & ENGINEERING Phone: 435-613-1266 Email: <a href="mailto:waresurveying@emerytelcom.net">waresurveying@emerytelcom.net</a> 1344 N 1000 W - Price, UT 84501	PREPARED FOR: BEAVER CREEK LANDOWNERS <span style="background-color: black; color: black;">REDACTED</span>	LOCATION: CARBON COUNTY STATE OF UTAH T. 12 S., R. 8 E., S.L.B. & M.		

SECTION 15, TOWNSHIP 12 SOUTH, RANGE 8 EAST, S.L.B. & M.

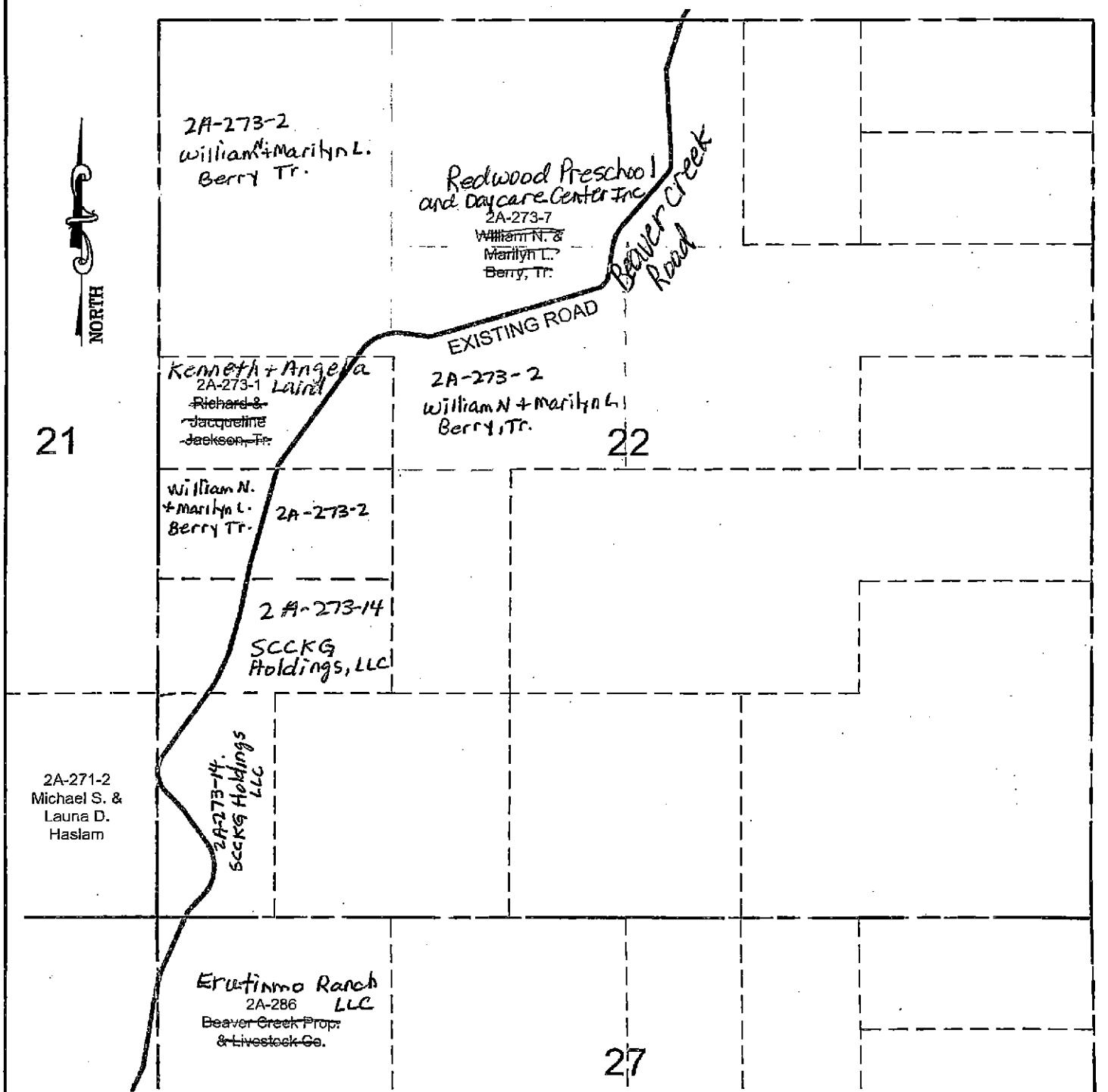


Notes:

The purpose of this map is to show an existing access road in relation to the properties that the road crosses. Boundary lines shown hereon are based on County ownership plats, and are not surveyed boundaries.

DRAWN BY: MCW	DATE: 11-17-05	REVISIONS: 0	SCALE: 1" = 800'	SEC 15, T12S, R8E, SLBM
PREPARED BY: WARE SURVEYING & ENGINEERING Phone: 435-613-1266 Email: <a href="mailto:waresurveying@emerytelcom.net">waresurveying@emerytelcom.net</a> 1344 N 1000 W - Price, UT 84501	PREPARED FOR: <b>BEAVER CREEK LANDOWNERS</b> 	LOCATION: <b>CARBON COUNTY STATE OF UTAH T. 12 S., R. 8 E., S.L.B. &amp; M.</b>		

SECTION 22, TOWNSHIP 12 SOUTH, RANGE 8 EAST, S.L.B. & M.

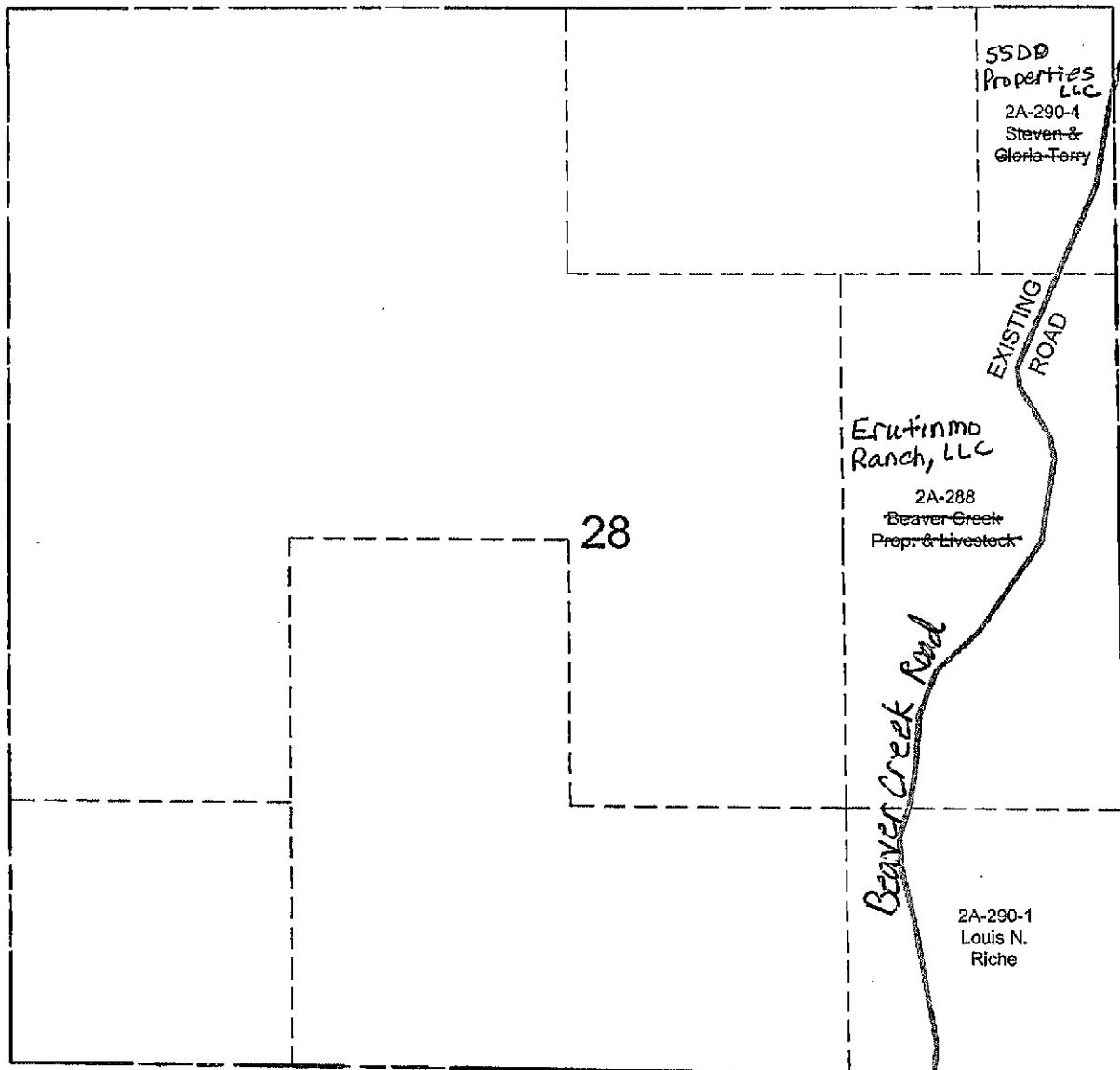


Notes:

The purpose of this map is to show an existing access road in relation to the properties that the road crosses. Boundary lines shown hereon are based on County ownership plats, and are not surveyed boundaries.

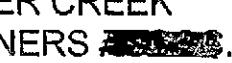
DRAWN BY: MCW	DATE: 11-17-05	REVISIONS: 0	SCALE: 1" = 800'	SEC 22, T12S, R8E, SLBM
PREPARED BY:	PREPARED FOR:	LOCATION:		
WARE SURVEYING & ENGINEERING Phone: 435-613-1266 Email: <a href="mailto:waresurveying@emerytelcom.net">waresurveying@emerytelcom.net</a> 1344 N 1000 W - Price, UT 84501	BEAVER CREEK LANDOWNERS 	CARBON COUNTY STATE OF UTAH T. 12 S., R. 8 E., S.L.B. & M.		

SECTION 28, TOWNSHIP 12 SOUTH, RANGE 8 EAST, S.L.B. & M.

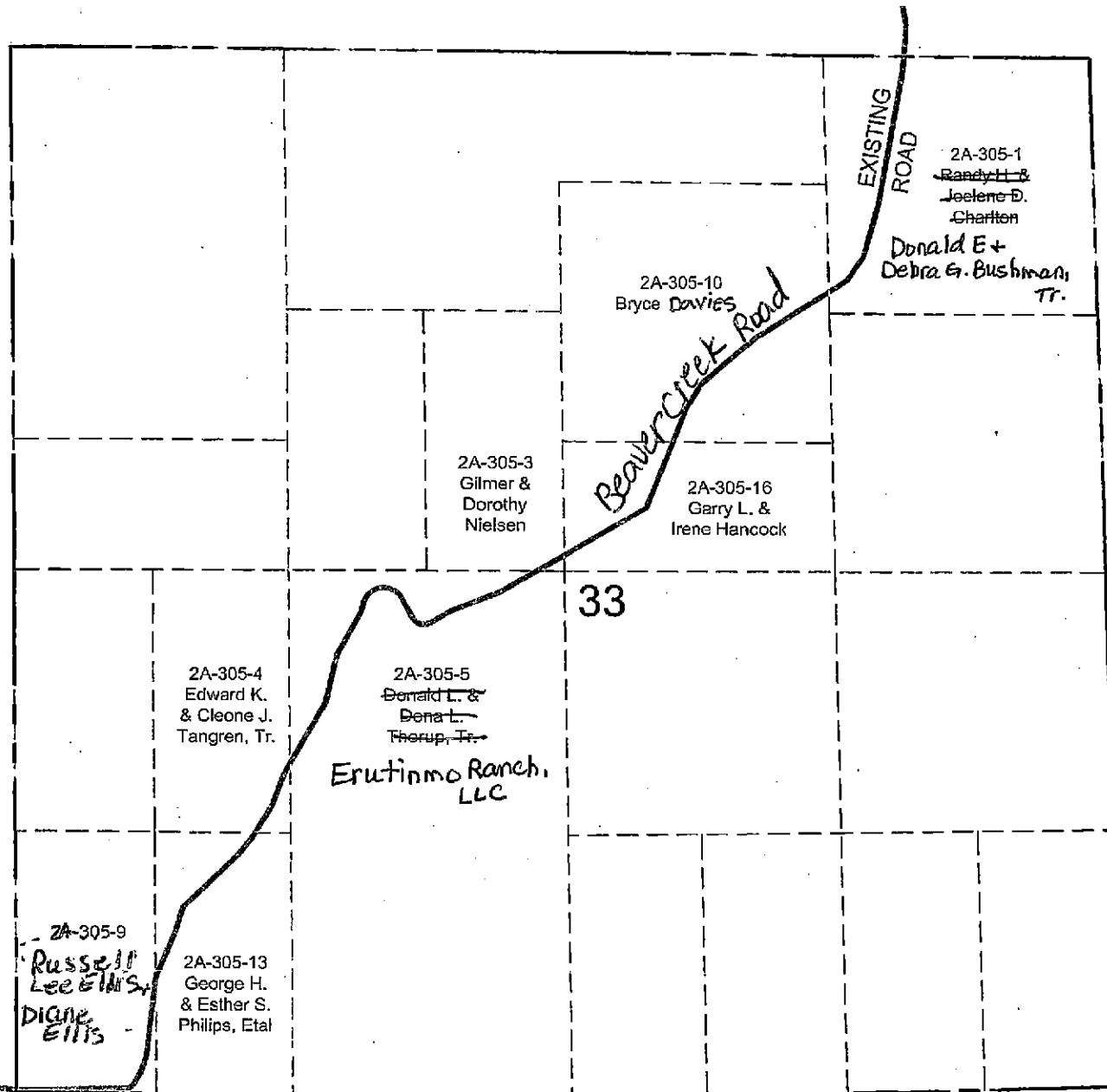


Notes:

The purpose of this map is to show an existing access road in relation to the properties that the road crosses. Boundary lines shown hereon are based on County ownership plats, and are not surveyed boundaries.

DRAWN BY: MCW	DATE: 11-17-05	REVISIONS: 0	SCALE: 1" = 800'	SEC 28, T12S, R8E, SLBM
PREPARED BY: WARE SURVEYING & ENGINEERING Phone: 435-613-1266 Email: <a href="mailto:waresurveying@emerytelcom.net">waresurveying@emerytelcom.net</a> 1344 N 1000 W - Price, UT 84501		PREPARED FOR: BEAVER CREEK LANDOWNERS 	LOCATION: CARBON COUNTY STATE OF UTAH T. 12 S., R. 8 E., S.L.B. & M.	

SECTION 33, TOWNSHIP 12 SOUTH, RANGE 8 EAST, S.L.B. & M.



Notes:

The purpose of this map is to show an existing access road in relation to the properties that the road crosses. Boundary lines shown hereon are based on County ownership plats, and are not surveyed boundaries.

DRAWN BY: MCW	DATE: 11-17-05	REVISIONS: 0	SCALE: 1" = 800'	SEC 33, T12S, R8E, SLM
PREPARED BY: WARE SURVEYING & ENGINEERING Phone: 435-613-1266 Email: <a href="mailto:waresurveying@emerytelcom.net">waresurveying@emerytelcom.net</a> 1344 N 1000 W - Price, UT 84501		PREPARED FOR: <b>BEAVER CREEK LANDOWNERS</b>	LOCATION: <b>CARBON COUNTY STATE OF UTAH T. 12 S., R. 8 E., S.L.B. &amp; M.</b>	

SECTION 32, TOWNSHIP 12 SOUTH, RANGE 8 EAST, S.L.B. & M.

32

State of Utah

*Jump Creek Road*  
EXISTING ROAD

Section 5, T. 13 S., R. 8 E., S.L.B. & M.

2A-812  
Pete, JR. & Steve  
Stamatakis

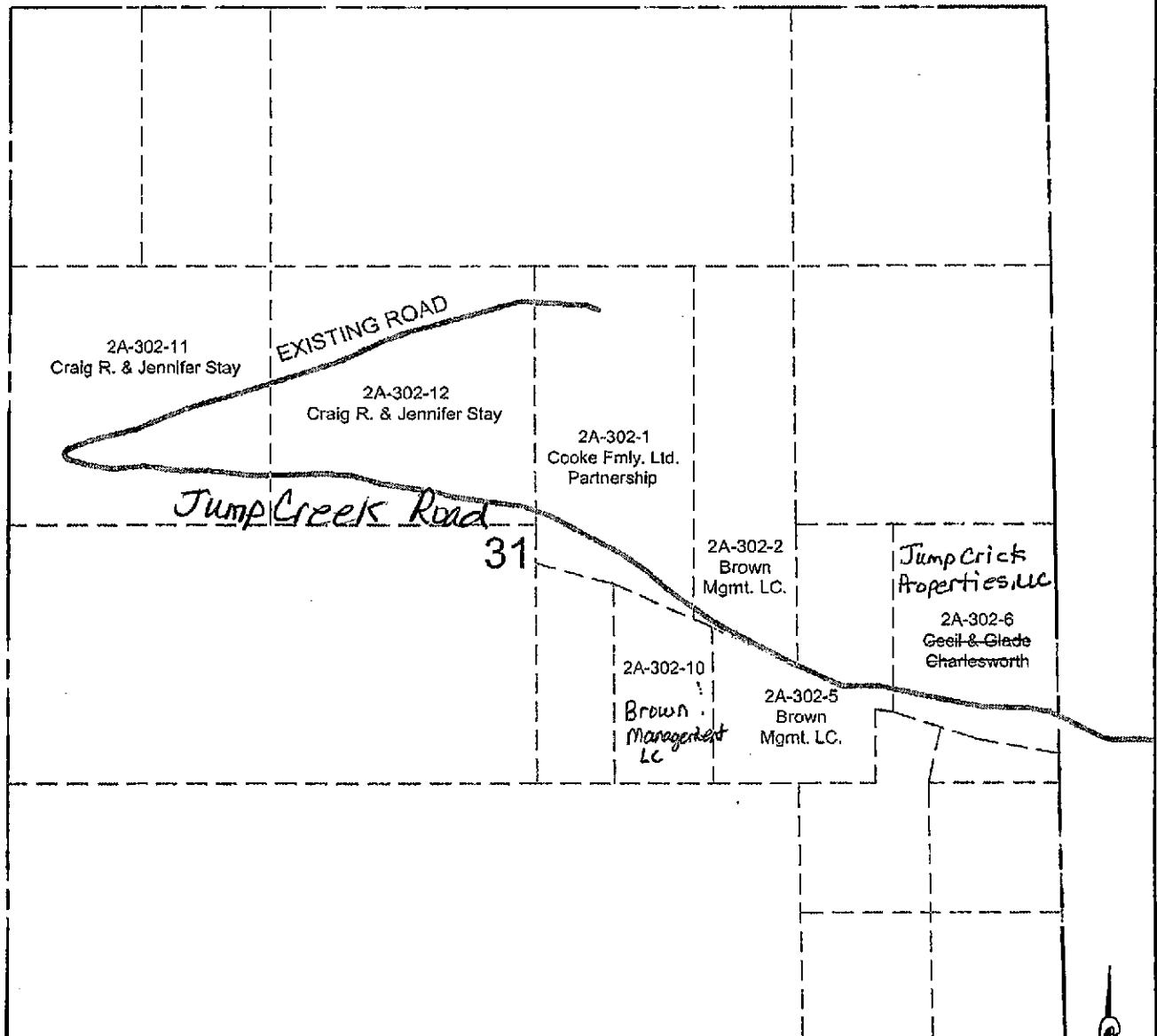


Notes:

The purpose of this map is to show an existing access road in relation to the properties that the road crosses. Boundary lines shown hereon are based on County ownership plats, and are not surveyed boundaries.

DRAWN BY: MCW	DATE: 11-17-05	REVISIONS: 0	SCALE: 1" = 800'	SEC 32, T12S, R8E, SLBM
PREPARED BY: WARE SURVEYING & ENGINEERING Phone: 436-613-1266 Email: <a href="mailto:waresurveying@emerytelcom.net">waresurveying@emerytelcom.net</a> 1344 N 1000 W - Price, UT 84501	PREPARED FOR: BEAVER CREEK LANDOWNERS <del>2000</del>	LOCATION: CARBON COUNTY STATE OF UTAH T. 12 S., R. 8 E., S.L.B. & M.		

**SECTION 31, TOWNSHIP 12 SOUTH, RANGE 8 EAST, S.L.B. & M.**

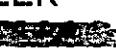


**Notes:**

The purpose of this map is to show an existing access road in relation to the properties that the road crosses. Boundary lines shown hereon are based on County ownership plats, and are not surveyed boundaries.



**NORTH**

DRAWN BY: MCW	DATE: 11-17-05	REVISIONS: 0	SCALE: 1" = 800'	SEC 31, T12S, R8E, SLBM
PREPARED BY: <b>WARE SURVEYING &amp; ENGINEERING</b> Phone: 436-613-1266 Email: <a href="mailto:waresurveying@emerytelcom.net">waresurveying@emerytelcom.net</a> 1344 N 1000 W - Price, UT 84501	PREPARED FOR: <b>BEAVER CREEK LANDOWNERS</b> 	LOCATION:	CARBON COUNTY STATE OF UTAH T. 12 S., R. 8 E., S.L.B. & M.	

A 20 FOOT WIDE ACCESS RIGHT OF WAY ACROSS "BEAVER CREEK ROAD" & "JUMP CREEK ROAD" FOR THE PURPOSE OF INGRESS AND EGRESS BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WHICH LIES 900.68 FEET WEST AND 1102.61 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 8 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S38°18'05"E 171.88 FEET; THENCE S55°06'59"E 174.24 FEET; THENCE S61°46'14"E 482.10 FEET; THENCE S49°25'23"E 1301.17 FEET TO A POINT OF CURVATURE OF A 220.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 351.23 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°28'23", CHORD BEARS S03°41'11"E 315.10 FEET; THENCE S42°03'00"W 393.41 FEET TO A POINT OF CURVATURE OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 284.82 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°38'18", CHORD BEARS S58°22'09"W 280.99 FEET; THENCE S74°41'18"W 326.00 FEET TO A POINT OF CURVATURE OF A 450.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 803.69 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 102°19'46", CHORD BEARS S23°31'25"W 701.06 FEET; THENCE S27°38'28"E 274.47 FEET TO A POINT OF CURVATURE OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 471.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 135°11'41", CHORD BEARS S39°57'23"W 369.81 FEET; THENCE N72°26'47"W 530.60 FEET TO A POINT OF CURVATURE OF A 80.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 111.72 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 80°00'40", CHORD BEARS S67°32'53"W 102.86 FEET; THENCE S27°32'33"W 213.87 FEET TO A POINT OF CURVATURE OF A 200.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 236.77 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 67°49'48", CHORD BEARS S06°22'21"E 223.18 FEET; THENCE S40°17'15"E 271.49 FEET; THENCE S29°18'11"E 122.62 FEET; THENCE S14°57'36"E 128.24 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 171.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°32'31", CHORD BEARS S17°48'39"W 162.38 FEET; THENCE S50°34'55"W 147.99 FEET; THENCE S42°05'05"W 150.21 FEET TO A POINT OF CURVATURE OF A 600.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 640.36 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°08'59", CHORD BEARS S11°30'36"W 610.40 FEET; THENCE S19°03'54"E 249.93 FEET; THENCE S04°49'43"E 158.31 FEET; THENCE S28°00'25"W 224.60 FEET; THENCE S54°21'35"W 380.87 FEET; THENCE S15°37'30"W 201.93 FEET; THENCE S41°58'17"W 131.71 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 183.71 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°10'21", CHORD BEARS S06°53'06"W 172.44 FEET; THENCE S28°12'05"E 197.79 FEET TO A POINT WHICH LIES WEST 98.03 FEET AND SOUTH 39.74 FEET FROM THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 12 SOUTH, RANGE 8 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S65°35'18"E 77.34 FEET; THENCE S57°34'20"E 175.71 FEET; THENCE S05°31'49"W 115.35 FEET; THENCE S59°24'38"W 154.59 FEET; THENCE S42°12'46"W 193.42 FEET; THENCE S20°01'04"W 482.16 FEET; THENCE S33°47'04"W 339.95 FEET; THENCE S42°07'09"W 432.52 FEET; THENCE S47°24'53"W 281.44 FEET; THENCE S40°25'49"W 105.01 FEET; THENCE S25°51'17"W 165.58 FEET; THENCE S39°09'48"W 179.32 FEET; THENCE S76°08'22"W 325.39 FEET; THENCE S64°15'20"W 171.53 FEET; THENCE S53°47'28"W 98.14 FEET; THENCE S34°20'48"W 146.64 FEET TO A POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 169.15 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 64°36'41", CHORD BEARS S02°02'28"W 160.33 FEET; THENCE S30°15'53"E 288.10 FEET TO A POINT OF CURVATURE OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 193.29 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°22'22", CHORD BEARS S02°34'42"E 185.85 FEET; THENCE S25°06'30"W 343.77 FEET; THENCE S41°34'32"W 257.57 FEET; THENCE S31°11'24"W 112.56 FEET; THENCE S20°13'42"W 197.49 FEET; THENCE S13°05'06"W 475.41 FEET; THENCE S03°34'24"W 94.89 FEET; THENCE S09°19'49"E 147.30 FEET; THENCE S01°39'35"W 183.54 FEET; THENCE S07°27'29"W 240.57 FEET; THENCE S29°56'26"W 265.53 FEET; THENCE S04°02'36"W

247.13 FEET; THENCE S05°06'07"E 214.04 FEET; THENCE S11°34'16"E 72.59 FEET; THENCE S32°14'20"E 88.77 FEET; THENCE S47°13'11"E 71.71 FEET; THENCE S12°00'15"E 122.37 FEET; THENCE S02°01'15"W 255.81 FEET; THENCE S25°44'09"W 260.94 FEET; THENCE S11°30'31"W 103.93 FEET; THENCE S22°11'26"W 146.41 FEET; THENCE S13°43'14"W 146.14 FEET; THENCE S06°42'21"E 319.55 FEET; THENCE S12°10'47"W 155.02 FEET; THENCE S26°16'12"W 104.82 FEET; THENCE S15°32'09"W 116.34 FEET; THENCE S38°34'16"W 126.18 FEET; THENCE S46°55'28"W 97.23 FEET; THENCE S08°19'38"W 109.79 FEET; THENCE S16°43'55"W 147.96 FEET; THENCE S07°49'07"W 130.20 FEET; THENCE S22°53'24"W 160.73 FEET; THENCE S32°03'02"W 328.94 FEET; THENCE S42°04'57"W 544.34 FEET; THENCE S57°20'10"W 117.53 FEET; THENCE S34°06'41"W 116.64 FEET; THENCE S48°00'14"W 100.04 FEET; THENCE S56°44'13"W 110.91 FEET; THENCE S36°03'23"W 123.13 FEET; THENCE S28°20'24"W 89.11 FEET; THENCE S00°59'53"W 43.52 FEET; THENCE S26°10'44"W 265.72 FEET; THENCE S47°19'18"W 416.54 FEET; THENCE S35°06'06"W 308.48 FEET TO A POINT OF CURVATURE OF A 185.76 FOOT RADIUS CURVE TO THE LEFT; THENCE 202.39 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°25'30", CHORD BEARS S03°53'21"W 192.53 FEET; THENCE S26°26'28"E 57.53 FEET TO A POINT OF CURVATURE OF A 80.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 115.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°47'07", CHORD BEARS S14°57'05"W 105.79 FEET; THENCE S56°20'39"W 155.11 FEET TO A POINT OF CURVATURE OF A 300.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 208.60 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°50'22", CHORD BEARS S36°25'28"W 204.42 FEET; THENCE S16°30'17"W 315.39 FEET; THENCE S12°53'35"W 187.69 FEET; THENCE S17°41'27"W 189.89 FEET TO A POINT OF CURVATURE OF A 140.38 FOOT RADIUS CURVE TO THE RIGHT; THENCE 247.58 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 101°02'45", CHORD BEARS S75°53'30"W 216.72 FEET, TO A POINT OF REVERSE CURVATURE OF A 380.95 FOOT RADIUS CURVE TO THE LEFT; THENCE 786.25 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 118°15'16", CHORD BEARS S67°17'14"W 653.94 FEET; THENCE S08°09'36"W 134.23 FEET; THENCE S17°43'30"W 211.23 FEET; THENCE S22°44'56"W 261.77 FEET; THENCE S26°03'36"W 316.14 FEET; THENCE S29°26'19"W 627.43 FEET; THENCE S61°17'46"W 780.65 FEET; THENCE S33°28'14"W 854.14 FEET TO A POINT WHICH LIES EAST 133.08 FEET AND SOUTH 170.65 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 15, TOWNSHIP 12 SOUTH RANGE 8 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S16°19'51"W 310.71 FEET; THENCE S03°09'58"E 540.30 FEET TO A POINT OF CURVATURE OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 76.14 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°37'38", CHORD BEARS S18°38'51"W 74.32 FEET; THENCE S40°27'40"W 392.68 FEET TO A POINT OF CURVATURE OF A 250.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 141.57 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°26'45", CHORD BEARS S24°14'18"W 139.69 FEET; THENCE S08°00'56"W 195.58 FEET; THENCE S38°32'00"W 60.44 FEET; THENCE S73°00'17"W 996.06 FEET; THENCE S82°51'59"W 151.44 FEET TO A POINT OF CURVATURE OF A 250.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 272.18 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°22'45", CHORD BEARS S65°56'39"W 258.94 FEET; THENCE S34°45'16"W 811.86 FEET; THENCE S15°02'33"W 604.51 FEET; THENCE S10°58'49"W 274.69 FEET; THENCE S14°58'53"W 262.66 FEET; THENCE S23°39'02"W 192.60 FEET; THENCE S33°58'31"W 512.79 FEET TO A POINT OF CURVATURE OF A 170.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 227.85 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76°47'30", CHORD BEARS S04°25'14"E 211.17 FEET; THENCE S42°48'59"E 131.35 FEET; THENCE S34°13'07"E 246.85 FEET TO A POINT OF CURVATURE OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 328.75 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°20'35", CHORD BEARS S03°27'10"W 305.57 FEET; THENCE S41°07'28"W 132.78 FEET; THENCE S22°18'44"W 383.00 FEET; THENCE S12°02'20"W 213.25 FEET; THENCE S08°06'02"W 359.89 FEET; THENCE S22°54'47"W 978.67 FEET; THENCE S05°42'08"E 94.70 FEET; THENCE S30°22'29"E 294.67 FEET; THENCE S10°59'40"E 115.25 FEET; THENCE S09°16'29"W 412.65 FEET; THENCE S34°07'30"W

529.20 FEET; THENCE S46°54'25"W 289.35 FEET; THENCE S19°42'58"W 234.98 FEET; THENCE S04°19'15"W 299.75 FEET; THENCE S10°08'55"W 156.06 FEET; THENCE S17°09'49"W 151.17 FEET; THENCE S02°17'03"E 160.25 FEET; THENCE S13°15'06"E 274.88 FEET; THENCE S09°26'08"E 618.68 FEET; THENCE S04°24'25"W 232.80 FEET; THENCE S09°54'33"W 678.35 FEET; THENCE S15°10'58"W 291.05 FEET; THENCE S33°00'25"W 147.97 FEET; THENCE S56°31'19"W 528.97 FEET; THENCE S48°36'43"W 357.72 FEET; THENCE S31°09'10"W 150.92 FEET; THENCE S21°29'43"W 547.80 FEET; THENCE S59°18'15"W 854.77 FEET; THENCE S67°49'02"W 247.18 FEET; THENCE S58°36'21"W 118.79 FEET TO A POINT OF CURVATURE OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 97.22 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92°50'24", CHORD BEARS N74°58'27"W 86.93 FEET; THENCE N28°33'15"W 117.52 FEET TO A POINT OF CURVATURE OF A 100.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 236.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 135°16'13", CHORD BEARS S83°48'38"W 184.96 FEET; THENCE S16°10'32"W 52.10 FEET; THENCE S27°21'32"W 253.72 FEET; THENCE S12°24'15"W 246.52 FEET; THENCE S29°07'33"W 409.26 FEET; THENCE S20°40'27"W 187.26 FEET; THENCE S30°59'31"W 187.61 FEET; THENCE S38°06'29"W 118.87 FEET; THENCE S45°19'36"W 380.75 FEET; THENCE S17°07'06"W 126.72 FEET; THENCE S22°09'20"W 260.41 FEET; THENCE S06°11'30"W 403.19 FEET; THENCE S15°29'06"W 87.41 FEET; THENCE S29°04'42"W 72.31 FEET TO A POINT OF CURVATURE OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 52.37 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°00'34", CHORD BEARS S59°04'59"W 50.01 FEET; THENCE S89°05'16"W 502.33 FEET TO A POINT WHICH LIES NORTH 33.63 FEET AND WEST 74.21 FEET FROM THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 8 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N83°14'56"W 482.20 FEET; THENCE N79°53'04"W 128.77 FEET; THENCE S80°06'06"W 117.47 FEET; THENCE N82°05'13"W 304.01 FEET; THENCE N74°27'22"W 108.20 FEET; THENCE N88°28'59"W 127.52 FEET; THENCE N76°02'01"W 224.83 FEET; THENCE N65°53'45"W 268.25 FEET; THENCE N55°39'16"W 520.76 FEET; THENCE N72°39'16"W 431.39 FEET; THENCE N88°26'43"W 401.29 FEET; THENCE N83°50'01"W 308.41 FEET; THENCE N70°36'06"W 124.33 FEET; THENCE N61°52'09"W 76.61 FEET; THENCE N72°59'45"W 396.75 FEET TO A POINT OF CURVATURE OF A 700.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 306.89 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°07'09", CHORD BEARS N60°26'10"W 304.44 FEET; THENCE N47°52'36"W 423.36 FEET; THENCE N64°03'40"W 107.49 FEET; THENCE N72°43'09"W 234.81 FEET; THENCE N79°57'23"W 121.45 FEET; THENCE S88°57'02"W 133.36 FEET TO A POINT OF CURVATURE OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 96.64 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°41'09", CHORD BEARS N77°12'23"W 95.70 FEET; THENCE N63°21'48"W 268.47 FEET; THENCE N79°59'38"W 111.63 FEET; THENCE N88°15'25"W 230.33 FEET; THENCE N78°25'55"W 538.86 FEET; THENCE N89°43'45"W 186.01 FEET; THENCE N64°16'53"W 288.02 FEET; THENCE N60°44'34"W 407.01 FEET; THENCE N53°46'15"W 305.19 FEET; THENCE N47°34'15"W 143.87 FEET; THENCE N56°02'05"W 171.65 FEET; THENCE N61°30'07"W 398.26 FEET; THENCE N71°24'25"W 163.82 FEET; THENCE N82°42'24"W 189.81 FEET; THENCE N82°14'57"W 168.62 FEET; THENCE N71°08'13"W 75.57 FEET; THENCE N81°26'49"W 272.87 FEET; THENCE N72°22'39"W 137.76 FEET; THENCE N84°38'58"W 136.49 FEET; THENCE S87°59'44"W 345.91 FEET; THENCE N83°44'05"W 242.92 FEET; THENCE S89°41'19"W 157.74 FEET; THENCE N81°02'32"W 162.42 FEET; THENCE S84°48'18"W 169.21 FEET; THENCE N80°02'30"W 135.57 FEET; THENCE N72°32'50"W 85.21 FEET TO A POINT OF CURVATURE OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 74.47 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 142°13'52", CHORD BEARS N01°25'54"W 56.77 FEET; THENCE N69°41'02"E 141.36 FEET; THENCE N75°33'08"E 208.29 FEET; THENCE N67°06'22"E 292.17 FEET; THENCE N73°37'33"E 233.56 FEET; THENCE N71°51'19"E 424.49 FEET; THENCE N70°10'58"E 143.49 FEET; THENCE N62°54'52"E 229.93 FEET; THENCE N68°53'42"E 138.03 FEET; THENCE N74°05'34"E 566.34 FEET; THENCE S86°46'24"E 340.43 FEET; THENCE S70°20'41"E 84.82 FEET AND TERMINATING.

TOTAL LENGTH = 61510.20 FEET.