

WHEN RECORDED, RETURN TO:

SMHG Phase I LLC
3632 N. Wolf Creek Drive
Eden, Utah 84310

**EASEMENT AGREEMENT
FOR PRIVATE DRIVEWAY**

This EASEMENT AGREEMENT FOR PRIVATE DRIVEWAY (this “Agreement”) is made this ____ day of _____, 2016, by and between SMHG Phase I LLC, a Delaware limited liability company (“SMHG Phase I”) and MRT 2013 Revocable Trust (“Lot 6R Owner,” and together with SMHG Phase I, “Grantors”), and Horizon Run Ranches at Powder Mountain Association, Inc. (“Neighborhood Association” or “Grantee”).

RECITALS

A. Grantors are the owners of certain real property located in Weber County, Utah, within the residential planned community known as Powder Mountain (the “Community”).

B. SMHG Phase I is the owner of Lots 1R, 2R, 3R, 4R, 5R, 7A, 7B, 9R, and 10R within the Community (“SMHG Phase 1 Property”).

C. Lot 6R Owner is the owner of Lot 6R within the Community (“Lot 6R,” and together with SMHG Phase I Property, the “Burdened Lots”). The Burdened Lots are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference.

D. Lots 5R, 6R, 7A, and 7B are within the neighborhood known as Mountain Homes at Powder Mountain, and subject to that certain Neighborhood Declaration of Covenants, Conditions, Easement and Restrictions for Summit Eden Mountain Homes, recorded in the Official Records of Weber County on January 27, 2014 as Entry No. 2672947, as amended (“Mountain Homes Declaration”).

E. Lots 1R, 2R, 3R, 4R, 9R, and 10R are within the neighborhood known as Horizon Run Ranches at Powder Mountain (“Ranches”), and subject to that certain Neighborhood Declaration of Covenants, Conditions, Easements and Restrictions for Horizon Run Ranches at Powder Mountain, recorded in the Official Records of Weber County on _____ as Entry No. _____, as amended (“Ranches Declaration”). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Mountain Homes Declaration or Ranches Declaration, as applicable.

F. SMHG Phase I, the Neighborhood Developer under both the Mountain Homes Declaration and Ranches Declaration, has planned a private driveway (the “Driveway”) to be constructed over the Burdened Lots to provide access and utilities to Lots 1R, 2R, 3R, 4R, 9R,

and 10R within the Ranches (collectively, the “Benefitted Lots”). The Benefitted Lots are more particularly described in Exhibit “B” attached hereto and incorporated herein by reference.

G. Grantors desire to grant an easement over the Burdened Lots for the purpose of constructing, maintaining, and using the Driveway as further described herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Grant of Easement. Grantors hereby grant to Grantee a perpetual, non-exclusive easement being 100 feet in width (the “Easement”) on, over, and across the Burdened Lots in the location of the constructed Driveway for pedestrian and vehicular ingress and egress as may be reasonably necessary to access the Benefitted Lots. SMHG Phase I reserves to itself a non-exclusive easement on, over, and across the Burdened Lots as reasonably necessary to construct, use, operate, and maintain the Driveway and related facilities, structures, and improvements (the “Improvements”). The following parties (the “Benefitted Parties”) may use and access the Easement in accordance with and subject to the terms of the Ranches Declaration: (a) SMHG Phase I and its transferees, successors and assigns; (b) the Community Association and its employees, contractors, subcontractors, agents, licensees, and invitees; and (c) all purchasers of one or more of the Benefitted Lots and their tenants, guests, employees, agents, licensees, invitees, successors, and assigns.

2. Easement Boundaries. The actual boundaries of the Easement shall be fixed upon completion of construction of the Driveway and Improvements. The initial proposed location of the Driveway is described in Exhibit “C” and depicted on Exhibit “D” attached hereto and incorporated herein, but such proposed location may be modified at any time in SMHG Phase I’s sole and absolute discretion. Upon completion of construction, SMHG Phase I or its successors or assigns, as Neighborhood Developer, shall record a unilateral amendment to this Agreement identifying the as-constructed location of the Driveway and boundaries of the Easement (“Easement Boundaries”). SMHG Phase I, as Neighborhood Developer, reserves the right, for itself, its successors and assigns, to relocate, adjust, widen, narrow, or otherwise modify the Driveway at any time in its sole discretion anywhere within the Easement Boundaries.

3. Construction and Maintenance. SMHG Phase I shall have the sole authority and responsibility for the initial construction of the Driveway and Improvements. Construction of the Driveway or Improvements shall not require the consent of Grantee, Lot 6R Owner, subsequent owners of the Burdened Lots, or their successors, assigns, or lenders. Upon completion of the Driveway and Improvements, Grantee shall have the sole authority and responsibility to maintain, repair, and replace the Driveway and Improvements. Maintenance, repair, replacement or operation of the Driveway or Improvements shall not require the consent of subsequent owners of the Burdened Lots, or their successors, assigns, or lenders.

4. Easement for Construction. Lot 6R Owner hereby grants to SMHG Phase 1 a non-exclusive easement on, over, under and across the portion of the Easement located on Lot 6R, for the purpose of constructing the Driveway and Improvements, including the right to

remove any obstructions including structures, trees, and vegetation that may have been placed within the Easement Boundaries.

5. Expenses for Improvements. The cost of initial construction of the Driveway and Improvements shall be at SMHG Phase I's expense, but Grantee shall charge all expenses for future maintenance, repair, replacement, and upkeep to the owners of the Benefitted Lots as an Assessment, and shall be secured by the Assessment Lien as described in the Ranches Declaration. Expenses for maintenance, repair, replacement, and upkeep of the Driveway and Improvements shall be allocated among the owners of the Benefitted Lots in accordance with the Ranches Declaration.

6. Reservation of Rights. SMHG Phase I hereby reserves to itself, its successors and assigns, all rights of the Neighborhood Developer pursuant to the Mountain Homes Declaration and Ranches Declaration, and further reserves the right to grant additional easements over the Easement Boundaries and Driveway for the purpose of access to and from any of the lots within the Community as SMHG Phase I determines, in its sole and exclusive discretion, to be reasonably necessary or desirable for the development of the Ranches.

7. Easement for Utilities. Grantors hereby grant to all utility providers an easement on, over, under and across the Easement Boundaries, for the purpose of installing, maintaining and operating equipment and facilities above and below ground as may be necessary or desirable in providing utility services within and without the Burdened Lots and Benefitted Lots, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees, and vegetation that may have been placed within the Easement Boundaries.

8. Covenants to Run with the Land. The Easement, rights and interests granted herein shall constitute covenants running with the land, and shall burden the Burdened Lots as the servient estate to the extent the Easement, Driveway and Improvements cross over such Burdened Lots, and benefit the Benefitted Lots as the dominant estate to the extent access to and from such Benefitted Lots is by way of the Easement and Driveway, and shall be binding upon Grantors, Grantee, their successors and assigns, and any person acquiring, leasing or otherwise owning an interest in one or more of the Burdened Lots.

9. Enforcement. In the event either party fails to cure any violation of the terms of this Agreement within ten (10) days after written notice from the other, the non-defaulting party shall have the right to injunctive relief, to require specific performance of this Agreement, to collect damages from the defaulting party, and to take such actions as may be necessary in the non-defaulting party's discretion to cure such violation and charge the defaulting party with all reasonable costs and expenses incurred by the non-defaulting party as a result of such violation (including, without limitation, the non-defaulting party's reasonable attorneys' fees and related costs). All rights and remedies provided under this Agreement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

10. Costs, Expenses and Remedies Upon Breach. In the event of a breach in any of the covenants or agreements contained herein, the breaching party shall pay all costs and

expenses, including reasonable attorneys' fees and experts' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. Grantors acknowledge that in the event of any breach or default hereunder, it would be difficult to ascertain the exact money damages suffered by the non-defaulting party. Accordingly, and without limiting the remedies of either party, the parties agree that such non-breaching party is entitled to appropriate injunctive and other equitable remedies in the event of any such breach or default.

11. General Provisions.

11.1 Recitals Incorporated. The Recitals set forth above are true and correct and are incorporated herein by this reference.

11.2 Construction. This instrument shall be construed in accordance with the laws of the State of Utah without giving effect to its conflict of laws principles.

11.3 Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11.4 Counsel. Grantors and Grantee have been represented by their own counsel or provided the opportunity to retain their own counsel in connection with the negotiation and preparation of this Agreement and, consequently, Grantors and Grantee each waive the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Agreement, including any rule of law to the effect that any provision of this Agreement will be interpreted or construed against the party whose counsel drafted that provision.

11.5 Force Majeure. Any party or other person obligated under this Agreement shall be excused from performing any obligation set forth in this Agreement, except the payment of money, so long as (but only so long as) the performance of such obligation is prevented or delayed by an act of God, weather, avalanche, fire, earthquake, flood, explosion, act of the elements, war, invasion, insurrection, riot, malicious mischief, vandalism, larceny, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, order of government or civil defense authorities or any other cause reasonably beyond the control of the party or other person prevented or delayed.

11.6 Not a Partnership. The parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers in the conduct of their respective business or otherwise.

11.7 No Merger. There shall be no merger of the easements, rights or estates created by this Agreement with the fee estates or leasehold estates of the Lots or Open Space or any parts thereof by reason of the fact that the same person, firm, corporation, partnership or other entity may acquire or hold, directly or indirectly, any of the easements, rights or estates

created herein and the fee or leasehold estates of the Lots, Open Space or any parts thereof or any interest in such fee or leasehold estates unless and until all persons, firms, corporations, partnerships or other entities having an interest in any of the easements, rights or estates created herein and the fee and leasehold estates in the Lots, Open Space or any part thereof or any interest in such fee or leasehold estates shall join in a written instrument effecting such merger.

11.8 Final Agreement; Amendment; Counterparts. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and supersedes all prior agreements, written and oral. This Agreement may be amended only by an instrument recorded in the Official Records that is executed by Grantee and the owners of the Easement area. This Agreement may be executed in any number of duplicate originals or counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

[Signatures on Following Pages]

IN WITNESS WHEREOF, SMHG Phase I has executed this Easement Agreement for Private Driveway as of the date first indicated above.

SMHG Phase I, LLC, a Delaware limited liability company

By: SMHG Investments LLC, a Delaware limited liability company
Its: Sole Member

By: _____
Name: Jeff Werbelow
Its: Authorized Signatory

STATE OF _____)
:ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Jeff Werbelow of SMHG Investments LLC, the Sole Member of SMHG Phase I, LLC.

NOTARY PUBLIC
Residing at: _____
My Commission Expires: _____

EXHIBIT "A"

Description of Burdened Lots

Lots 5R, 6R, 7A, and 7B, according to the Summit Eden Phase 1A subdivision plat recorded in the Official Records of Weber County, Utah on January 27, 2014 as Entry No. 2672943.

Lot 9R according to the Summit Eden Phase 1E subdivision plat recorded in the Official Records of Weber County, Utah on _____ as Entry No. _____.

Lots 1R and 10R according to the Summit Eden Phase 1F subdivision plat recorded in the Official Records of Weber County, Utah on _____ as Entry No. _____.

Lots 2R, 3R, and 4R according to the Summit Eden Phase 1G subdivision plat recorded in the Official Records of Weber County, Utah on _____ as Entry No. _____.

EXHIBIT "B"

Description of Benefitted Lots

Lot 9R according to the Summit Eden Phase 1E subdivision plat recorded in the Official Records of Weber County, Utah on _____ as Entry No. _____.

Lots 1R and 10R according to the Summit Eden Phase 1F subdivision plat recorded in the Official Records of Weber County, Utah on _____ as Entry No. _____.

Lots 2R, 3R, and 4R according to the Summit Eden Phase 1G subdivision plat recorded in the Official Records of Weber County, Utah on _____ as Entry No. _____.

EXHIBIT "C"

Description of Driveway

A 100 foot R.O.W. for ingress and egress and Public Utility and Drainage Easement, being 50 feet on either side with the Centerline described as:

Beginning at a point that is on the Southerly Line of Horizon Run Road, said point lies East 2686.54 feet and South 4827.80 feet from the Northeast Corner of Section 1, Township 7 North, Range 1 East, Salt Lake Base and Meridian (Basis of Bearings is North 89°55'51" West between the Northeast Corner of Section 1 Township 7 North, Range 1 East, Salt Lake Base and Meridian and the Weber County Monument at the intersection of the Weber/Cache County Line and the Section Line, Tie from the Northeast Corner of Said Section 1 to the North Quarter Corner of Section 8 is South 53°43'38" East 9,312.68 feet); thence running South 15°41'20" West 5.85 feet; thence southwesterly along a 85.00 foot radius curve to the right, (chord bears South 45°02'26" West a distance of 83.33 feet), through a central angle of 58°42'12", a distance of 87.09 feet; thence South 74°23'32" West 259.98 feet; thence westerly along a 250.00 foot radius curve to the right, (chord bears North 85°39'33" West a distance of 170.59 feet), through a central angle of 39°53'49", a distance of 174.08 feet; thence North 65°42'39" West 131.68 feet; thence westerly along a 250.00 foot radius curve to the left, (chord bears North 68°15'46" West a distance of 22.26 feet), through a central angle of 05°06'14", a distance of 22.27 feet; thence North 70°48'53" West 94.65 feet; thence westerly along a 425.00 foot radius curve to the left, (chord bears North 80°58'20" West a distance of 149.90 feet), through a central angle of 20°18'52", a distance of 150.69 feet; thence South 88°52'14" West 47.48 feet; thence northwesterly along a 160.00 foot radius curve to the right, (chord bears North 51°24'53" West a distance of 204.47 feet), through a central angle of 79°25'44", a distance of 221.81 feet; thence North 11°42'01" West 93.03 feet; thence northwesterly along a 60.00 foot radius curve to the left, (chord bears North 40°49'53" West a distance of 58.42 feet), through a central angle of 58°15'43", a distance of 61.01 feet; thence North 69°57'44" West 109.83 feet; thence northwesterly along a 100.00 foot radius curve to the right, (chord bears North 59°46'53" West a distance of 35.35 feet), through a central angle of 20°21'42", a distance of 35.54 feet; thence North 49°36'02" West 21.03 feet; thence westerly along a 100.00 foot radius curve to the left, (chord bears North 74°39'55" West a distance of 84.73 feet), through a central angle of 50°07'45", a distance of 87.49 feet; thence South 80°16'13" West 16.23 feet; thence southerly along a 50.01 foot radius non-tangent curve to the left, (chord bears South 04°03'34" East a distance of 99.52 feet), through a central angle of 168°37'13", a distance of 147.17 feet; thence South 88°22'34" East 43.87 feet; thence easterly along a 85.00 foot radius curve to the right, (chord bears South 66°56'43" East a distance of 62.11 feet), through a central angle of 42°51'42", a distance of 63.59 feet; thence South 45°30'52" East 18.36 feet; thence southeasterly along a 200.00 foot radius curve to the right, (chord bears South 29°28'36" East a distance of 110.51 feet), through a central angle of 32°04'33", a distance of 111.97 feet; thence South 13°26'20" East 201.80 feet; thence southeasterly along a 200.00 foot radius curve to the left, (chord bears South 24°51'40" East a distance of 79.22 feet), through a central angle of 22°50'41", a distance of 79.74 feet; thence South 36°17'01" East 235.32 feet; thence southeasterly along a 300.00 foot radius curve to the left, (chord bears South 41°05'31" East a distance of 50.29 feet), through a central angle of 09°36'59", a distance of 50.35 feet; thence South 45°54'00" East 148.99 feet; thence

southeasterly along a 96.83 foot radius non-tangent curve to the right, (chord bears South 38°14'26" East a distance of 26.66 feet), through a central angle of 15°49'25", a distance of 26.74 feet; thence South 30°34'51" East 58.45 feet; thence southeasterly along a 100.00 foot radius curve to the left, (chord bears South 39°37'23" East a distance of 31.43 feet), through a central angle of 18°05'05", a distance of 31.56 feet; thence South 48°39'56" East 80.87 feet; thence southeasterly along a 100.00 foot radius curve to the right, (chord bears South 34°55'58" East a distance of 47.48 feet), through a central angle of 27°27'56", a distance of 47.94 feet; thence South 21°12'00" East 36.34 feet; thence southeasterly along a 50.00 foot radius curve to the left, (chord bears South 38°31'24" East a distance of 29.78 feet), through a central angle of 34°38'49", a distance of 30.24 feet; thence South 55°50'49" East 35.00 feet; thence southwesterly along a 55.00 foot radius curve to the right, (chord bears South 26°48'38" West a distance of 109.10 feet), through a central angle of 165°18'54", a distance of 158.69 feet; thence North 70°31'55" West 303.07 feet; thence northwesterly along a 400.00 foot radius curve to the right, (chord bears North 65°33'08" West a distance of 69.44 feet), through a central angle of 09°57'34", a distance of 69.53 feet; thence North 60°34'21" West 51.96 feet; thence westerly along a 200.00 foot radius curve to the left, (chord bears North 68°22'47" West a distance of 54.33 feet), through a central angle of 15°36'51", a distance of 54.50 feet; thence North 76°11'12" West 120.06 feet; thence westerly along a 200.00 foot radius curve to the right, (chord bears North 73°38'38" West a distance of 17.75 feet), through a central angle of 05°05'09", a distance of 17.75 feet; thence North 71°06'03" West 106.92 feet; thence northwesterly along a 150.00 foot radius curve to the right, (chord bears North 62°37'17" West a distance of 44.24 feet), through a central angle of 16°57'32", a distance of 44.40 feet; thence North 54°08'32" West 28.56 feet; thence northwesterly along a 150.00 foot radius curve to the left, (chord bears North 59°21'42" West a distance of 27.29 feet), through a central angle of 10°26'21", a distance of 27.33 feet; thence North 64°34'52" West 144.31 feet; thence northwesterly along a 400.00 foot radius curve to the right, (chord bears North 59°57'19" West a distance of 64.52 feet), through a central angle of 09°15'06", a distance of 64.59 feet; thence North 55°19'47" West 57.74 feet; thence westerly along a 225.00 foot radius curve to the left, (chord bears North 72°10'34" West a distance of 130.41 feet), through a central angle of 33°41'35", a distance of 132.31 feet; thence North 89°01'22" West 124.38 feet; thence westerly along a 225.00 foot radius curve to the right, (chord bears North 73°03'16" West a distance of 123.80 feet), through a central angle of 31°56'12", a distance of 125.42 feet; thence North 57°05'10" West 42.04 feet; thence westerly along a 150.00 foot radius curve to the left, (chord bears North 67°54'40" West a distance of 56.34 feet), through a central angle of 21°39'01", a distance of 56.68 feet; thence North 78°44'11" West 38.66 feet; thence westerly along a 150.00 foot radius curve to the left, (chord bears South 85°40'26" West a distance of 80.63 feet), through a central angle of 31°10'48", a distance of 81.63 feet; thence South 70°05'02" West 99.47 feet; thence southerly along a 75.00 foot radius curve to the left, (chord bears South 12°16'54" West a distance of 126.93 feet), through a central angle of 115°36'16", a distance of 151.33 feet to the point of terminus.

EXHIBIT “D”

Visual Depiction of Driveway

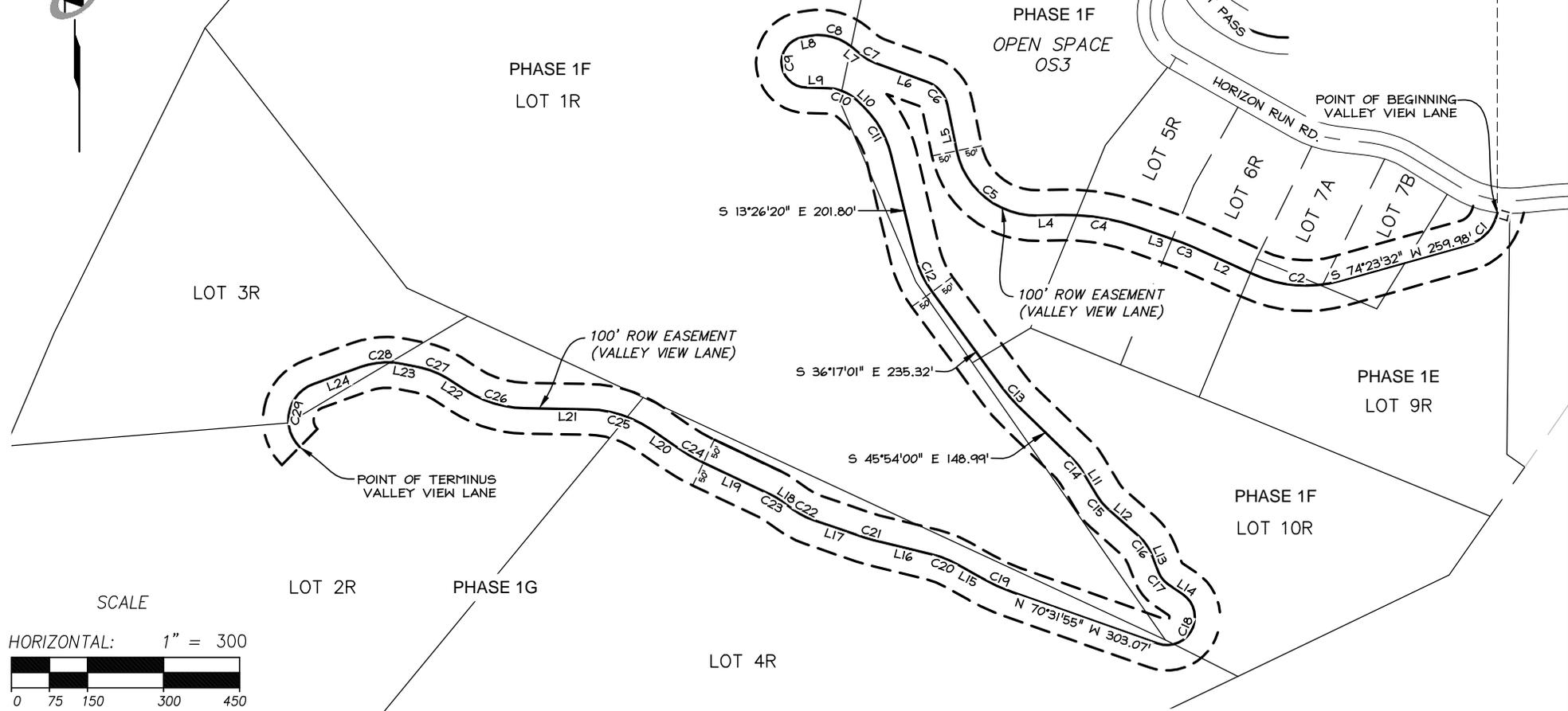
BASIS OF BEARINGS
 N 89°55'51" W 1381.07'
 (N 89°56'05" W 1380.98'
 RECORD)

FOUND WEBER COUNTY LINE
 MONUMENT PER WEBER
 COUNTY SURVEYOR,
 MAY 2013, GOOD CONDITION

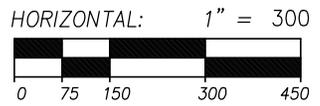
NORTHEAST CORNER SECTION 1,
 TOWNSHIP 7 NORTH, RANGE 1 EAST
 SALT LAKE BASE AND MERIDIAN
 FOUND 1944 GLO BRASS CAP,
 GOOD CONDITION

EAST 2686.54' (TIE)
 VALLEY VIEW LANE

SOUTH 4827.80 (TIE)
 VALLEY VIEW LANE



SCALE



ZELLER
 XREFS:

6217 SOUTH STATE STREET, SUITE 200
 801.743.1300 TEL. 801.743.0300 FAX

MURRAY, UT 84107
 WWW.NV5.COM

DATE: 5/16/16 TIME: 8:30:52 AM
 NETWORK: NONE
 PATH: PHASE 1E ROAD CL 2016-05-16
 DWG NAME: PHASE 1E ROAD CL 2016-05-16.DWG
 LAYOUT: Layout1
 DESIGNER: ##### MGR: #####

EXHIBIT "D"
VISUAL DESCRIPTION OF PRIVATE DRIVE

PREPARED FOR: SUMMIT EDEN DATE SUBMITTED: 2016-02-18

SHEET NUMBER
1
 OF 2 SHEETS

JOB NUMBER
SLB0793

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	5.85'	S 15°41'20" W
L2	131.68'	N 65°42'39" W
L3	94.65'	N 70°48'53" W
L4	47.48'	S 88°52'14" W
L5	93.03'	N 11°42'01" W
L6	109.83'	N 69°57'44" W
L7	21.03'	N 49°36'02" W
L8	16.23'	S 80°16'13" W
L9	43.87'	S 88°22'34" E
L10	18.36'	S 45°30'52" E
L11	58.45'	S 30°34'51" E
L12	80.87'	S 48°39'56" E
L13	36.34'	S 21°12'00" E
L14	35.00'	S 55°50'49" E
L15	51.96'	N 60°34'21" W
L16	120.06'	N 76°11'12" W
L17	106.92'	N 71°06'03" W
L18	28.56'	S 54°08'32" E
L19	144.31'	N 64°34'52" W
L20	57.74'	N 55°19'47" W
L21	124.38'	N 89°01'22" W
L22	42.04'	N 57°05'10" W
L23	38.66'	N 78°44'11" W
L24	99.47'	S 70°05'02" W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	LONG CHORD	LENGTH
C1	87.09'	85.00'	58°42'12"	N 45°02'26" E	83.33'
C2	174.08'	250.00'	39°53'49"	S 85°39'33" E	170.59'
C3	22.27'	250.00'	5°06'14"	N 68°15'46" W	22.26'
C4	150.69'	425.00'	20°18'52"	N 80°58'20" W	149.90'
C5	221.81'	160.00'	79°25'44"	S 51°24'53" E	204.47'
C6	61.01'	60.00'	58°15'43"	N 40°49'53" W	58.42'
C7	35.54'	100.00'	20°21'42"	S 59°46'53" E	35.35'
C8	87.49'	100.00'	50°07'45"	N 74°39'55" W	84.73'
C9	147.17'	50.01'	168°37'13"	S 4°03'34" E	99.52'
C10	63.59'	85.00'	42°51'42"	N 66°56'43" W	62.11'
C11	111.97'	200.00'	32°04'33"	N 29°28'36" W	110.51'
C12	79.74'	200.00'	22°50'41"	S 24°51'40" E	79.22'
C13	50.35'	300.00'	9°36'59"	S 41°05'31" E	50.29'
C14	26.74'	96.83'	15°49'25"	N 38°14'26" W	26.66'
C15	31.56'	100.00'	18°05'05"	S 39°37'23" E	31.43'
C16	47.94'	100.00'	27°27'56"	N 34°55'58" W	47.48'
C17	30.24'	50.00'	34°38'49"	S 38°31'24" E	29.78'
C18	158.69'	55.00'	165°18'54"	N 26°48'38" E	109.10'
C19	69.53'	400.00'	9°57'34"	S 65°33'08" E	69.44'
C20	54.50'	200.00'	15°36'51"	N 68°22'47" W	54.33'
C21	17.75'	200.00'	5°05'09"	S 73°38'38" E	17.75'
C22	44.40'	150.00'	16°57'32"	S 62°37'17" E	44.24'
C23	27.33'	150.00'	10°26'21"	N 59°21'42" W	27.29'
C24	64.59'	400.00'	9°15'06"	S 59°57'19" E	64.52'
C25	132.31'	225.00'	33°41'35"	N 72°10'34" W	130.41'
C26	125.42'	225.00'	31°56'12"	S 73°03'16" E	123.80'
C27	56.68'	150.00'	21°39'01"	N 67°54'40" W	56.34'
C28	81.63'	150.00'	31°10'48"	S 85°40'26" W	80.63'
C29	151.33'	75.00'	115°36'16"	S 12°16'54" W	126.93'



DATE: 5/16/16 TIME: 12:55:49 PM
 NETWORK: NONE
 PATH: PHASE 1E ROAD CL 2016-05-16
 DWG NAME: PHASE 1E ROAD CL 2016-05-16.DWG
 LAYOUT: Layout 2
 DESIGNER: ### MGR: ###

EXHIBIT "D"

VISUAL DESCRIPTION OF PRIVATE DRIVE

SHEET NUMBER

2

OF 2 SHEETS

5217 SOUTH STATE STREET, SUITE 200
 801743.1300 TEL. 801743.0300 FAX

MURRAY, UT 84107
 WWW.NV5.COM

PREPARED FOR: SUMMIT EDEN

DATE SUBMITTED: 2016-02-18

JOB NUMBER
 SLB0793