

Ent: 277419 - Pg 1 of 3
Date: 2/5/2007 9:39 AM
Fee: \$20.00 Credit Card
Filed By: dap
CALLEEN B PESHELL, Recorder
Tooele County Corporation
For: 7c Livestock Company

LEASE

This is a lease ("Lease"), by and between Miller Family Real Estate, L.L.C., Lessor, and 7C Livestock Company, Inc., Lessee.

WITNESSETH

WHEREAS, Lessor is the owner of certain agricultural property located in Tooele Valley, Tooele County, Utah, more particularly described in Exhibit A hereto (the "Leased Property"); and

WHEREAS, Lessor desires to let the Leased Property to Lessee and Lessee wishes to lease the same from Lessor, all upon the terms and conditions herein set forth,

NOW, THEREFORE, IT IS AGREED:

1. PROPERTY. Lessor hereby leases the Leased Property to Lessee, subject to the terms and conditions set forth in this Lease. The Leased Property consists of grazing properties improved, if at all, only by fences and stock water ponds.
2. RENT. The rent to be paid for this Lease is \$10 and other valuable considerations per year, payable on or before Jan. 1 of each year commencing January 1, 2007.
3. TERM. This Lease is for a term of ten (10) years commencing with the date of signing and from year to year thereafter until terminated by either party by giving the other party written notice at least sixty (60) days prior to the expiration of the then current lease year. Provided, however, notwithstanding the above, Lessor, may at any time terminate this Lease with regard to all or any portion of the Leased Property by giving written notice to Lessee at least ninety (90) days prior to the effective date of such termination, and in such event the Lease for the portion of the Leased Property specified in such notice will be vacated.
4. DESCRIPTIONS. The description set forth on Exhibit A was prepared from County Recorder's plats and is believed reasonably accurate; to the extent it may contain errors, the same shall not cause the Lease to fail, but the annual rental shall be adjusted to comport with the correct acreage. As of signing, it is believed there are 934.81 acres and the annual rental is \$10.00.
5. GREENBELT. The Property is to remain in Greenbelt.
6. FENCING. Lessee shall be responsible to maintain existing fences in their present condition, normal wear and depreciation excepted, which fences shall

be and remain the property of Lessor. New fencing shall be negotiated by Lessor and Lessee.

7. PRACTICES. It is agreed that the Leased Property be used for Lessee's grazing operations and that proper management and husbandry practices shall be followed to avoid waste. Lessee shall indemnify and hold Lessor harmless from and against any and all damage caused to the Leased Property by Lessee's use thereof, reasonable wear and tear excepted.
8. ASSIGNMENT. Lessee may not assign this Lease without the prior express written authorization of Lessor. Subject thereto, the provisions of this Lease shall inure to the benefit of and be binding upon the successors and assigns of the respective parties.
9. ADDRESSES. For all purposes herein, the address of Lessor is 9350 South 150 East Suite 1000, Sandy, Utah 84070, and the address of Lessee is 358 East Church Road, Erda, Utah 84074.
10. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties pertaining to the subject matter hereof. No modification, amendment or waiver of any of the terms of this Lease shall be binding unless executed in writing by the parties.

DATED this 22nd day of December, 2006.

"LESSOR"

Miller Family Real Estate, L.L.C.

By: *Laurance H Miller*
Its: Operating Manager

"LESSEE"

7C Livestock Company, Inc.

By: *J Bruce Clegg*
J. Bruce Clegg, President

Exhibit A

Being a portion of Sections 1 and 12, Township 3 South, Range 5 West, Salt Lake Base and Meridian, Tooele County, Utah and being described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of said Section 1; thence South $00^{\circ}21'58''$ East, along the East line of said Northeast Quarter 973.18 feet to the point of beginning; thence continuing along said East line South $00^{\circ}21'58''$ East 1673.06 feet to the East Quarter Corner of said Section 1; thence South $00^{\circ}20'41''$ East along the East Line of the Southeast Quarter of said Section 1, 2635.36 feet to the Southeast Corner of said Section 1; thence South $00^{\circ}21'16''$ East along the East line of the Northeast Quarter of said Section 12, 2640.78 feet to the East Quarter Corner of said Section 12; thence South $00^{\circ}22'11''$ East along the East line of the Southeast Quarter of said Section 12, 1060.00 feet; thence South $89^{\circ}37'06''$ West 4526.40 feet to the Easterly right of way line of Sheep Lane; thence along the Easterly right of way line of Sheep Lane the following nine (9) courses; North $00^{\circ}22'50''$ West 3348.21 feet, and North $20^{\circ}03'41''$ West 25.87 feet, and North $44^{\circ}46'17''$ West 137.94 feet to a point being the beginning of a non-tangent curve concave Southwesterly and having a radius of 3050.00 feet, a radial line bears at said point (South $73^{\circ}57'50''$ West), and Northwesterly along the arc of said curve 451.17 feet through a central angle of $08^{\circ}28'32''$, and North $24^{\circ}30'42''$ West 449.76 feet to a point being the beginning of a non-tangent curve concave Northeasterly and having a radius of 2950.00 feet, a radial line bears at said point (North $65^{\circ}28'45''$ East), and Northwesterly along the arc of said curve, 1118.95 feet through a central angle of $21^{\circ}43'57''$, and North $05^{\circ}19'34''$ West 131.86 feet, and North $00^{\circ}39'32''$ West 821.32 feet, and North $00^{\circ}39'51''$ West 2214.81 feet; thence leaving said right of way line South $84^{\circ}26'45''$ East 5282.37 feet to the point of beginning.

3-38-1, 3-38-10, 3-38-4, 3-38-9
3-47-6, 3-47-5, 3-47-7