

E 146808 B 348 P 1362  
Date 04-Feb-2019 02:56PM  
Fee: \$132.00 ACH  
Filed By: CB  
BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: FIRST AMERICAN - SALT LAKE ESCROW  
Recorded Electronically by Simplifile

WHEN RECORDED, PLEASE RETURN TO:

Thomas G. Bennett  
Ballard Spahr LLP  
201 South Main, Suite 800  
Salt Lake City, Utah 84111  
5866257

#### ASSIGNMENT OF SUPPLEMENTAL EASEMENT AGREEMENT

This Assignment of Supplemental Easement Agreement ("**Assignment**") is made and entered into upon recordation in the Official Records of Morgan County, by and between GAILLEY RANCH, LLC, a Utah limited liability company, MORGAN VALLEY, LLC, a Utah limited liability company (collectively, the "**Assignor**"), and WASATCH PEAKS RANCH, LLC, a Delaware limited liability company ("**Assignee**").

#### RECITALS

A. Assignor is party to that certain Supplemental Easement Agreement detailed in **Exhibit A**, attached hereto and incorporated by reference ("**Supplemental Easement**"), which permits Assignor to construct future roadways, underground utilities, and other improvements or encroachments over and within certain easements acquired by Dominion Energy Questar Pipeline, LLC (collectively, the "**Dominion Easements**") as more particularly described and depicted in **Exhibit B-1**, attached hereto and incorporated by reference.

B. Assignor also acquired an easement for a roadway situated in the Northwest Quarter of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, Morgan County, Utah ("**Trunk Easement**"), as more particularly described in **Exhibit B-2**, which such easement is also subject to the Supplemental Easement.

C. Assignor sold the real property subject to the Dominion Easements and the Trunk Easements (the "**Property**") to Assignee pursuant to a Purchase and Sale Agreement dated February 11, 2018.

D. Assignor desired to transfer all of its right, title and interest in and to the Supplemental Easement to Assignee and Assignee desires to assume all right, title and interest in and to the Supplemental Easement.

**NOW THEREFORE**, in consideration of the foregoing recitals and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee agree as follows:

1. Assignment. As of the date of recordation of this Assignment, Assignor assigns, conveys and transfers to Assignee all of its right, title and interest in and to the Supplemental Easement, improvement rights, and rights-of-way created therein, and all other rights and interests arising thereunder (collectively, the "Supplemental Easement Interests"). Assignee hereby accepts the foregoing assignment.

2. Further Assurances. Assignor and Assignee each agree to execute and deliver to the other, upon demand, such further documents, instruments and conveyances, and shall take such further actions, as are necessary or desirable to effectuate this Assignment.

3. Representations. Assignor is the sole owner of the Supplemental Easement Interests, has the right to sell and assign the Supplemental Easement Interests, is authorized to enter into this Assignment, and has not previously sold or assigned or granted any other interest therein to any third party.

4. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Each party expressly represents and warrants that the individuals executing this Assignment on its behalf have all requisite authority to bind such party to the terms of this Assignment.

5. Amendments. This Assignment may not be altered, waived, amended, or extended except by a written agreement signed by the parties.

6. Governing Law. This Assignment shall be construed under the laws of the State of Utah.

7. Counterparts. This Assignment may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which will together constitute one and the same instrument.

*[Remainder of this page is intentionally blank. Signature page follows.]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth above.

ASSIGNOR:

MORGAN VALLEY, LLC  
a Utah limited liability company

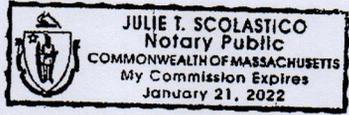
*Peter Hicks*  
By: Peter Hicks  
Its: Manager

COMMONWEALTH OF MASSACHUSETTS )  
:ss  
COUNTY OF Norfolk )

On this 30<sup>th</sup> day of January 2019, before me, Julie T. Scolastico, a notary public, personally appeared Peter Hicks, Manager of Morgan Valley, LLC, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same under proper authority from and on behalf of Morgan Valley, LLC.

Notary Seal

*Julie T. Scolastico*  
Notary Public



Signature Page  
Assignment of Easement Rights



ASSIGNEE:

WASATCH PEAKS RANCH, LLC,  
a Delaware limited liability company

By: Wasatch Peaks Ranch Management, LLC,  
its Manager

By: [Signature]

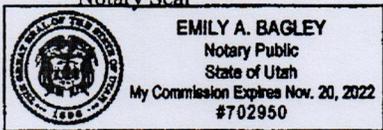
Name: Ed Schultz

Its: Authorized Signatory

STATE OF Utah )  
                                  ) :ss  
COUNTY OF Salt Lake )

On this 29 day of January 2019, before me Emily A. Bagley, a notary public, personally appeared Ed Schultz, Authorized Signatory of Wasatch Peaks Ranch Management, LLC, Manager of Wasatch Peaks Ranch, LLC proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same under proper authority from and on behalf of Wasatch Peaks Ranch, LLC.

Notary Seal



[Signature]  
Notary Public

My Commission Expires: 11-20-2022

Signature Page  
Assignment of Easement Rights

**EXHIBIT A**  
**Supplemental Easement Agreement**

DMWEST #36298771 v1

A-1

E 146808 B 348 P 1367

WHEN RECORDED MAIL TO:  
Questar Gas Company  
P.O. Box 45360, Right-of-Way  
Salt Lake City, UT 84145-0360  
WHITEAR-ROAD.sup

*Space above for County Recorder's use*  
Serial # 01-004-119-02

## SUPPLEMENTAL EASEMENT AGREEMENT

This Supplemental Easement Agreement ("Agreement") is entered into between MORGAN VALLEY, LLC, a Utah limited liability company, and GAILEY RANCH, LLC, a Utah limited liability company, (collectively, "Morgan/Gailey"), and DOMINION ENERGY QUESTAR PIPELINE, LLC, a Utah limited liability company ("DEQP"). Morgan/Gailey and DEQP may be collectively referred to as the "Parties" or individually as a "Party", all as governed by the context in which such words are used.

### RECITALS

A. DEQP acquired easements situated in the Northwest Quarter of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, Morgan County, Utah, as more particularly described in Exhibit "A", which is attached hereto and incorporated herein by this reference, under those certain grants recorded in the Official Records of the Morgan County Recorder's Office, State of Utah as follows:

1. Right of Way Grant from Irvin Carrigan and Cynthia Carrigan his wife to Uinta Pipe Line Company, dated February 21, 1929 and recorded April 2, 1929, as Entry No. 14158 in Book Misc. 1, Page 330;
2. Right of Way Grant from Albert Whittier and Clara Whittier his wife to Uinta Pipe Line Company, dated February 21, 1929 and recorded April 2, 1929, as Entry No. 14159 in Book Misc. 1, Page 331 (later assigned by Assignment of Right of Way, dated June 29, 1984 and recorded September 20, 1984 as Entry No. 67302, in Book M46, Page 126, with the specific interest referenced at Page 161);
3. Right of Way Grant from Irvin Carrigan and Cynthia Carrigan his wife to Uinta Pipeline Company, dated September 6, 1929 and recorded September 11, 1929 as Entry No. 14341 in Book Misc. 1, Page 373 (later assigned by Assignment of Right of Way, dated June 29, 1984 and recorded September 20, 1984 as Entry No. 67302, in Book M46, Page 126, with the specific interest referenced at Page 164);
4. Right of Way and Easement Grant QPC 3728 from Ronnie B. and Christine W. Whitear, dated July 2, 2010 and recorded August 17, 2010, as Entry No. 120927 in Book 286, Page 623;

5. Right of Way and Easement Grant QPC 3729 from Ronnie B. and Christine W. Whitear, dated July 2, 2010 and recorded August 17, 2010, as Entry No. 120928 in Book 286, Page 626;

6. Right of Way and Easement Grant QPC 3727 from Donald J. Whitear Trust, dated July 2, 2010 and recorded August 17, 2010, as Entry No. 120929 in Book 286, Page 628; and

7. Right of Way and Easement Grant QPC 3726 from Donald and Laraine Whitear Family Limited Partnership, dated July 2, 2010 and recorded August 17, 2010, as Entry No. 120930 in Book 286, Page 631.

All of which are incorporated herein by reference (collectively, the "Dominion Easement").

B. DEQP currently owns and operates a 16" high-pressure natural gas pipeline ("Pipeline") and related facilities pursuant to the Dominion Easement (collectively, with the Pipeline, the "Facilities").

C. Morgan/Gailey acquired an easement for a roadway situated in the Northwest Quarter of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, Morgan County, Utah, as more particularly described in Exhibit "B", which is attached hereto and incorporated herein by this reference under those certain grants ("Trunk Easement Grants") recorded in the Official Records of the Morgan County Recorder's Office, State of Utah as follows:

1. Grant of Easement (Trunk Easement) from Donald J. Whitear, individually, and as trustee of the Donald and Laraine Whitear Family Trust dated the 28<sup>th</sup> day of October, 1996 and as trustee of the Donald J. Whitear Trust dated the 28<sup>th</sup> day of October, 1996 and Laraine S. Whitear, individually and as trustee of the Donald and Laraine Whitear Family Trust dated the 28<sup>th</sup> day of October, 1996 as Grantors, to Morgan Valley, LLC, a Utah limited liability company as Grantee, dated March 10, 2000 and recorded March 23, 2000, as Entry No. 81920 in Book M158, Page 212 as amended by:

Amendment to Grant of Easement (Trunk Easement) by and between the same Grantors and Grantee, dated December 12, 2002 and recorded January 29, 2003, as Entry No. 90670 in Book 188, Page 383; and

2. Grant of Easement (Trunk Easement) from Donald J. Whitear, individually, and as trustee of the Donald and Laraine Whitear Family Trust dated the 28<sup>th</sup> day of October, 1996 and Laraine S. Whitear, individually and as trustee of the Donald and Laraine Whitear Family Trust dated the 28<sup>th</sup> day of October, 1996 as Grantors, to Gailey Ranch, LLC, a Utah limited liability company as Grantee, dated March 10, 2000 and recorded March 23, 2000, as Entry No. 81921 in Book M158, Page 236 as amended by:

Amendment to Grant of Easement (Trunk Easement) by and between the same Grantors and Grantee, dated December 12, 2002 and recorded January 29, 2003, as Entry No. 90669 in Book 188, Page 376; and

All of which are incorporated herein by reference (collectively, the "Trunk Easement").

D. Morgan/Gailey desires the right to construct future roadways, underground utilities, and other improvements, over or within the Dominion Easement ("Right to Improve").

E. DEQP is willing to expand Morgan/Gailey's Right to Improve subject to and in accordance with the terms of this Agreement, provided that nothing in this Agreement can be construed as Morgan/Gailey's waiver, acquiescence, permission or authorization for Morgan/Gailey to construct future improvements or encroachments inconsistent with the terms of this Agreement without DEQP's prior written consent or supplemental modification of this Agreement.

#### TERMS

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

1. Incorporation of Recitals. The above Recitals are incorporated in the Terms of this Agreement by this reference.
2. Permitted Encroachments. DEQP hereby permits and gives its written consent for Morgan/Gailey to construct future roadways, underground utilities, and other improvements ("Improvements") over and within the Dominion Easement, and within the Trunk Easement, pursuant to the terms of this Agreement. Morgan/Gailey and DEQP acknowledge that this Agreement does not contemplate the relocation or alteration of any of DEQP's Facilities.
3. Design Review. Prior to construction of any Improvements, Morgan/Gailey must provide the design plans for the proposed Improvements ("Plans") to the DEQP. The Parties agree that:
  - i. The Plans must be prepared by a licensed civil engineer and meet current industry standards;
  - ii. DEQP will have thirty (30) days from the date it receives the Plans to review the Plans and request modifications thereto if necessary to maintain safe operation of, and access to, the existing Pipeline;
  - iii. If DEQP does not respond within thirty (30) days of receiving the Plans, the Plans will be deemed approved and Morgan/Gailey may proceed without any additional approval or permissions from DEQP; and

iv. DEQP's approval of the Plans cannot be unreasonably withheld provided the safety of the Pipeline is not compromised.

4. Pipeline Cover. In connection the construction of any Improvements, Morgan/Gailey must maintain a minimum 4.0 feet and a maximum of 7.0 feet of soil cover over DEQP's Facilities within the Dominion Easement.

5. Relocation or Alteration of Facilities. Morgan/Gailey acknowledges and agrees that DEQP may need to relocate, reconstruct, or modify its Facilities, and that such relocation, reconstruction, or modification may interfere with the Improvements or the Right to Improve. Morgan/Gailey agrees that DEQP may proceed with such relocation, reconstruction, or modification, subject to the following:

i. DEQP shall provide Morgan/Gailey with at least 60 days written notice prior to removing or otherwise modifying the Improvements; and

ii. DEQP shall, at its cost, promptly restore the Improvements to their original or better condition.

6. Emergency Access to Facilities. In an emergency, DEQP has the right to remove the Improvements without prior notice to Morgan/Gailey. In the case of such an emergency, DEQP agrees to:

i. Notify Morgan/Gailey of such action as soon as is reasonably possible; and

ii. Promptly repair or replace any such Improvements, at its cost, to their original or better condition.

7. Prohibited Encroachments. Unless expressly provided for in this Agreement, Morgan/Gailey may not:

i. Build or construct, nor permit to be built or constructed, within the Dominion Easement, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities; or

ii. Plant, or permit to be planted, within the Dominion Easement, any deep rooted trees, or any vegetation with roots that may damage the Facilities; or

iii. Place personal property within the Dominion Easement that unreasonably interferes with maintenance or operation of the Facilities.

8. Blue Stakes Notices. As required by law, Morgan/Gailey will notify Utah Blue Stakes at least 48 hours prior to starting any ground disturbance or construction activities within the Dominion Easement.

9. Existing Rights. Except as provided herein, Morgan/Gailey acknowledges and agrees that DEQP maintains all rights under the Dominion Easement.

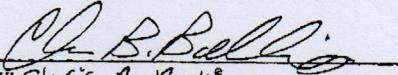
10. Successors and Assigns. This Agreement runs with the land and is binding upon and inures to the benefit of the successors and assigns of DEQP and the successors and assigns of Morgan/Gailey, and may be assigned in whole or in part by Morgan/Gailey without consent of DEQP.

It is hereby understood that any parties securing this Agreement on behalf of the Parties are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 31 day of January, 2019.

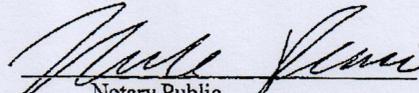
*[Signatures on following pages.]*

DOMINION ENERGY QUESTAR PIPELINE, LLC, a Utah  
Limited liability company

  
By: Chris B. Balling  
Its: Authorized Representative

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

On the 29 day of January, 20 19, personally appeared before me  
Chris B. Balling, who being duly sworn, did say that he/she is an  
Authorized Representative for DOMINION ENERGY QUESTAR PIPELINE, LLC, and that the  
foregoing instrument was signed on behalf of said corporation by authority of a resolution of its  
Board of Directors.

  
Notary Public



SIGNATURE PAGE - SUPPLEMENTAL EASEMENT AGREEMENT (DOMINION ENERGY)

GAILEY RANCH, LLC

*Peter Hicks*

Peter Hicks, Manager

COMMONWEALTH OF MASSACHUSETTS )

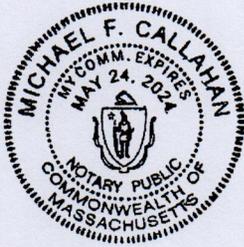
COUNTY OF ESSEX )<sup>SS</sup>

On this 25<sup>th</sup> day of January in the year 2019, before me MICHAEL F. CALLAHAN, a notary public, personally appeared Peter Hicks, Manager of Gailey Ranch, LLC, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same on behalf of Gailey Ranch, LLC.

Notary Seal

*Michael F. Callahan*

Notary Public



SIGNATURE PAGE - SUPPLEMENTAL EASEMENT AGREEMENT (DOMINION ENERGY)

E 146808 B 348 P 1374

MORGAN VALLEY, LLC

*Peter Hicks*

Peter Hicks, Manager

COMMONWEALTH OF MASSACHUSETTS )

COUNTY OF ESSEX )<sup>SS</sup>

On this 25<sup>th</sup> day of January in the year 2019, before me MICHAEL F. CALLAHAN, a notary public, personally appeared Peter Hicks, Manager of Morgan Valley, LLC, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same on behalf of Morgan Valley, LLC.

Notary Seal

*Michael F. Callahan*

Notary Public



SIGNATURE PAGE - SUPPLEMENTAL EASEMENT AGREEMENT (DOMINION ENERGY)

E 146808 B 348 P 1375

EXHIBIT A

Description of Dominion Easement Property

1. Right of Way Grant from Irvin Carrigan and Cynthia Carrigan his wife to Uinta Pipe Line Company, dated February 21, 1929, recorded April 2, 1929, as Entry No. 14158, in Book Misc. 1, Page 330, more specifically described as:

Fractional part of the NW ¼ Section 6, in Township 4 North, Range 2 East, Salt Lake Base and Meridian, in Morgan County, State of Utah, with ingress and egress to and from.

2. Right of Way Grant from Albert Whittier and Clara Whittier his wife to Uinta Pipe Line Company, dated February 21, 1929 and recorded April 2, 1929, as Entry No. 14159 in Book Misc. 1, Page 331 (later assigned by Assignment of Right of Way, dated June 29, 1984 and recorded September 20, 1984 as Entry No. 67302, in Book M46, Page 126, with the specific interest referenced at Page 161), more specifically described as:

Fractional part of the NW ¼ Section 6, in Township 4 North, Range 2 East, Salt Lake Base and Meridian in Morgan County, State of Utah, with ingress and egress to and from the same.

3. Right of Way Grant from Irvin Carrigan and Cynthia Carrigan his wife to Uinta Pipeline Company, dated September 6, 1929 and recorded September 11, 1929 as Entry No. 14341 in Book Misc. 1, Page 373 (later assigned by Assignment of Right of Way, dated June 29, 1984 and recorded September 20, 1984 as Entry No. 67302, in Book M46, Page 126, with the specific interest referenced at Page 164), more specifically described as:

Beginning at a point on a southeasterly line of said portion of the NW ¼ of Section 6, N 87°E, 2,450 feet, more or less from the W ¼ section corner of said Section 6;

Thence N 42°43' W, 30.0 feet;

Thence N 40°44' W, 243.2 feet;

Thence N 46°28' W, 137.6 feet;

Thence N 50°58' W, 2,745.0 feet to a point on the westerly line of said

Section 6, South 452 feet, more or less, from the NW corner of said Section 6.

00-0001-3647

00-0063-7662

00-0001-3753

00-0071-6746

00-0056-0473

00-0067-7482

00-0005-0446

00-0062-5459

4. Right of Way and Easement Grant QPC 3728 from Ronnie B. and Christine W. Whitear, dated July 2, 2010 and recorded August 17, 2010, as Entry No. 120927 in Book 286, Page 623, more specifically described as:

Commencing at the NE Corner of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, a found stone, thence South 63°30'58" West a distance of 3,996.75 feet to a point on a permanent easement for the Questar Main Line 3 Pipeline Replacement Project, said point being the true point of beginning which lies on the Westerly Boundary Line of the Ronnie & Christine Whitear parcel, thence along the said easement line the following (14) fourteen courses:

1. South 87°28'39" East a distance of 157.87 feet;

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2. South 73°41'27" East a distance of 88.57 feet; 00-0062-3462
3. South 37°30'01" East a distance of 271.19 feet; 00-0001-3720
4. South 04°21'01" West a distance of 106.35 feet;
5. South 56°16'38" East a distance of 57.46 feet; 00-0071-0765
6. South 44°28'30" East a distance of 74.35 feet;
7. South 80°51'21" West a distance of 36.77 feet;
8. North 44°28'30" West a distance of 49.98 feet;
9. North 56°16'38" West a distance of 71.90 feet;
10. North 04°21'01" East a distance of 112.42 feet;
11. North 37°30'01" West a distance of 249.92 feet;
12. North 73°41'27" West a distance of 75.14 feet;
13. North 87°28'39" West a distance of 155.05 feet;
14. North 04°04'00" East a distance of 30.01 feet to the point of beginning, said point lies North 65°52'00" East a distance of 2,039.55 feet from the West Quarter Corner of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, a found 3" brass cap.

5. Right of Way and Easement Grant QPC 3729 from Ronnie B. and Christine W. Whitear, dated July 2, 2010 and recorded August 17, 2010, as Entry No. 120928 in Book 286, Page 626, more specifically described as:

Commencing at the NE Corner of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, a found stone, thence South 64°41'22" West a distance of 4,127.03 feet to a point on a permanent easement for the Questar Main Line 3 Pipeline replacement project, said point being the true point of beginning which lies on the Northerly Boundary Line of the Ronnie & Christine Whitear parcel, thence along the said easement line the following (6) six courses:

1. South 87°44'03" East a distance of 49.88 feet; 00-0062-3462
2. South 50°45'28" East a distance of 19.03 feet; 00-0001-3720
3. South 87°28'39" East a distance of 35.31 feet; 00-0001-3647
4. South 04°04'00" West a distance of 30.01 feet;
5. North 87°28'39" West a distance of 44.46 feet;
6. North 50°45'28" West a distance of 68.83 feet to the point of beginning, said point lies North 63°29'25" East a distance of 1,908.41 feet from the West Quarter Corner of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, a found 3" brass cap.

6. Right of Way and Easement Grant QPC 3727 from Donald J. Whitear Trust, dated July 2, 2010 and recorded August 17, 2010, as Entry No. 120929 in Book 286, Page 628, more specifically described as:

Commencing at the NE Corner of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, a found stone, thence South 63°53'06" West a distance of 4,043.82 feet to a point on a permanent easement for the Questar Main Line 3 Pipeline Replacement Project, said point being the true point of beginning which lies on the Westerly Boundary Line of the Donald & Laraine Whitear Family Parcel, thence along the said easement line the following (4) four courses, more specifically described as: 00-0001-3647 00-0062-3462

1. South 87°28'39" East a distance of 53.72 feet;
2. South 04°04'00" West a distance of 30.01 feet;
3. North 87°28'39" West a distance of 53.72 feet;
4. North 04°04'00" East a distance of 30.01 feet to the point of beginning, said point lies North 65°10'24" East a distance of 1,991.68 feet from the West Quarter Corner of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, a found 3" brass cap.

7. Right of Way and Easement Grant QPC 3726 from Donald and Laraine Whitear Family Limited Partnership, dated July 2, 2010 and recorded August 17, 2010, as Entry No. 120930 in Book 286, Page 631, more specifically described as:

Commencing at the NE Corner of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, a found stone, thence South 64°31'41" West a distance of 4,104.95 feet to the centerline of a 30.00 foot easement for the Questar Main Line 3 Pipeline Replacement Project, said easement being 15.00 feet right and left of the described centerline, said point being the true point of beginning which lies on the Southerly Boundary Line of the Donald & Laraine Whitear Family Parcel, thence along the said centerline the following (1) one course:

1. North 50°45'28" West a distance of 85.45 feet to the point of terminus, said point lies North 61°29'55" East a distance of 1,896.33 feet from the West Quarter Corner of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, a found 3" brass cap,

Also commencing at the NE Corner of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, a found stone, thence South 86°39'41" West a distance of 5,453.22 feet to the easement for the Questar Main Line 3 Pipeline Replacement Project, said point being the true point of beginning which lies on the Westerly Boundary Line of the Donald & Laraine Whitear Family Parcel, thence along the said easement line the following (20) twenty courses:

1. North 00°08'00" West a distance of 34.04 feet;
2. South 61°56'59" East a distance of 128.82 feet;
3. South 64°10'01" East a distance of 236.99 feet;
4. South 18°41'31" West a distance of 350.51 feet;
5. South 40°07'17" East a distance of 430.00 feet;
6. South 55°19'44" East a distance of 179.15 feet;
7. South 37°53'22" East a distance of 489.00 feet;
8. South 48°22'50" East a distance of 50.09 feet;
9. South 77°26'36" East a distance of 103.03 feet;
10. South 87°29'38" East a distance of 197.36 feet;
11. South 00°15'59" East a distance of 30.04 feet;
12. North 87°29'38" West a distance of 201.45 feet;
13. North 77°26'36" West a distance of 113.44 feet;
14. North 48°22'50" West a distance of 60.62 feet;
15. North 37°53'22" West a distance of 487.15 feet;
16. North 55°19'44" West a distance of 178.56 feet;
17. North 40°07'17" West a distance of 450.91 feet;
18. North 18°41'31" East a distance of 341.30 feet;

00-0001-3647  
 00-0001-3753  
 00-0001-3647  
 00-0063-7662  
 00-0001-3753  
 00-0001-3290

19. North  $64^{\circ}10'01''$  West a distance of 211.05 feet;
20. North  $61^{\circ}56'59''$  West a distance of 113.32 feet to the point of beginning, said point lies North  $00^{\circ}08'00''$  West a distance of 2,298.66 feet from the West Quarter Corner of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, a found 3" brass cap.

A-4

E 146808 B 348 P 1379

EXHIBIT B

Description of Trunk Easement Property

*[Attached hereto and incorporated by reference.]*

UINTA ENGINEERING & SURVEYING, INC.  
808 MAIN STREET - P.O. BOX 746  
EVANSTON, WYOMING 82931-0746  
(307)-789-3602  
FAX (307)-789-6456

PRINCIPALS:  
Cloey C. Wall, P.L.S.

ASSOCIATES:  
Josh P. Wright, P.E.

DONALD AND LARAINÉ WHITEAR FAMILY LIMITED PARTNERSHIP and  
DONALD J. WHITEAR TRUSTEE (or Successor Trustee) OF THE DONALD J.  
WHITEAR TRUST, dated 28<sup>th</sup> day of October, 1996, and  
RONNIE B. WHITEAR AND CHRISTINE W. WHITEAR

to

GAILEY RANCH, LLC.

Easement Description

Morgan Valley Drive to Canal

An easement for access and utilities across part of the SE ¼ NE ¼ of Section 1, T4N, R1E, S.L.B.&M., the SE ¼ NW ¼ and Lot 5 of Section 6, T4N, R2E, S.L.B.&M., Morgan County, Utah said easement being more particularly described as follows:

BEGINNING at a point on the East line of said Section 1, S 0°04'04" W, 1943.38 feet from the Northeast corner thereof, said Northeast corner being monumented with a 5/8" steel bar topped with a 1-½ inch red plastic cap inscribed "HIGH MOUNTAIN LS 368358";

thence N 80°28'38" E, 111.66 feet to the Point of Curvature of a curve concave to the Northwest and having a radius of 135.04 feet;

thence Easterly 146.43 feet along the arc of said curve, through a central angle of 62°07'22", the long chord of which bears N 49°24'57" E, 139.35 feet;

thence N 18°21'16" E, 71.83 feet to the Point of Curvature of a curve concave to the Southeast and having a radius of 250.00 feet;

thence Northerly 362.52 feet along the arc of said curve, through a central angle of 83°04'57", the long chord of which bears N 59°53'44" E, 331.58 feet;

thence S 78°33'47" E, 519.95 feet;

thence S 85°47'15" E, 800.96 feet to the Southwest corner of that tract of land described in the Warranty Deed recorded in Book M50, Page 355 of the Morgan County Records, as said corner is monumented according to Record of Survey map numbers 323 and 342 of the Morgan County Records;

thence S 87°18'31" E, 369.67 feet along the South line thereof and the South line of that tract of land described in the Warranty Deed recorded in Book M-1 Page 179 of the Morgan County Records, to the Northwest corner of that tract of land described in the Warranty Deed recorded in Book 318, Page 663 of the Morgan County Records;

thence the following three (3) courses along the boundary thereof:

S 3°05'01" W, 102.31 feet;

thence S 39°14'53" E, 320.37 feet;

thence S 87°18'31" E, 70.00 feet to a point on the Westerly right-of-way line of Morgan Valley Drive, said point lying on a curve concave to the West, from which the radius point bears N 77°10'35" W,

14-47WhitearEast80Rev2

Page 1 of 2

ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESS OR IMPLIED, THAT I MAY HAVE TOWARDS THE SUBJECT PROPERTY

E 146808 B 348 P 1381

UINTA ENGINEERING & SURVEYING, INC.  
808 MAIN STREET - P.O. BOX 746  
EVANSTON, WYOMING 82931-0746  
(307)-789-3602  
FAX (307)-789-6456

988.48 feet;

thence Southerly 92.53 feet along said right-of-way line and the arc of said curve, through a central angle of  $5^{\circ}21'48''$ , the long chord of which bears  $S 15^{\circ}30'19'' W$ , 92.50 feet;

thence  $N 74^{\circ}59'48'' W$ , 96.76 feet;

thence  $N 39^{\circ}14'53'' W$ , 376.99 feet to the Point of Curvature of a curve concave to the Southwest and having a radius of 150.00 feet;

thence Northwesterly 125.82 feet along the arc of said curve, through a central angle of  $48^{\circ}03'38''$ , the long chord of which bears  $N 63^{\circ}16'42'' W$ , 122.17 feet;

thence  $N 87^{\circ}18'31'' W$ , 61.77 feet;

thence  $N 85^{\circ}58'35'' W$ , 1066.02 feet;

thence  $S 89^{\circ}36'48'' W$ , 410.95 feet to the Point of Curvature of a curve concave to the Southeast and having a radius of 100.00 feet;

thence Westerly 124.37 feet along the arc of said curve, through a central angle of  $71^{\circ}15'32''$ , the long chord of which bears  $S 53^{\circ}59'02'' W$ , 116.51 feet;

thence  $S 18^{\circ}21'16'' W$ , 51.31 feet to the Point of Curvature of a curve concave to the West and having a radius of 290.06 feet;

thence Southerly 112.00 feet along the arc of said curve, through a central angle of  $22^{\circ}07'25''$ , the long chord of which bears  $S 29^{\circ}24'58'' W$ , 111.31 feet;

thence  $N 49^{\circ}31'19'' W$ , 50.00 feet to the Point of Curvature of a non-tangent curve concave to the Northwest and concentric with last said curve, from which the radius point bears  $N 41^{\circ}31'19'' W$ , 240.06 feet;

thence Southwesterly 167.59 feet along the arc of said curve, through a central angle of  $39^{\circ}59'57''$ , the long chord of which bears  $S 60^{\circ}28'39'' W$ , 164.21 feet;

thence  $S 80^{\circ}28'38'' W$ , 193.70 feet to the Easterly line of that tract of land described in the Boundary Adjustment Agreement recorded in Book 287, Page 679 of the Morgan County Records;

thence  $N 36^{\circ}10'34'' W$ , 126.51 feet along said Easterly line;

thence  $N 80^{\circ}28'38'' E$ , 145.33 feet to the POINT OF BEGINNING.

Said easement containing 6.966 acres, more or less, with the Basis of Bearing of the easement being  $S 0^{\circ}04'04'' W$  between said Northeast corner of Section 1 and the East one-quarter corner of said Section 1.

00-0001-4082

00-0001-3647

00-0002-3852

**EXHIBIT B-1**

**Legal Description of the Dominion Easement**

B-1

E 146808 B 348 P1383

EXHIBIT A

Description of Dominion Easement Property

1. Right of Way Grant from Irvin Carrigan and Cynthia Carrigan his wife to Uinta Pipe Line Company, dated February 21, 1929, recorded April 2, 1929, as Entry No. 14158, in Book Misc. 1, Page 330, more specifically described as:

Fractional part of the NW ¼ Section 6, in Township 4 North, Range 2 East, Salt Lake Base and Meridian, in Morgan County, State of Utah, with ingress and egress to and from.

2. Right of Way Grant from Albert Whittier and Clara Whittier his wife to Uinta Pipe Line Company, dated February 21, 1929 and recorded April 2, 1929, as Entry No. 14159 in Book Misc. 1, Page 331 (later assigned by Assignment of Right of Way, dated June 29, 1984 and recorded September 20, 1984 as Entry No. 67302, in Book M46, Page 126, with the specific interest referenced at Page 161), more specifically described as:

Fractional part of the NW ¼ Section 6, in Township 4 North, Range 2 East, Salt Lake Base and Meridian in Morgan County, State of Utah, with ingress and egress to and from the same.

3. Right of Way Grant from Irvin Carrigan and Cynthia Carrigan his wife to Uinta Pipeline Company, dated September 6, 1929 and recorded September 11, 1929 as Entry No. 14341 in Book Misc. 1, Page 373 (later assigned by Assignment of Right of Way, dated June 29, 1984 and recorded September 20, 1984 as Entry No. 67302, in Book M46, Page 126, with the specific interest referenced at Page 164), more specifically described as:

Beginning at a point on a southeasterly line of said portion of the NW ¼ of Section 6, N 87°E, 2,450 feet, more or less from the W ¼ section corner of said Section 6;

Thence N 42°43'W, 30.0 feet;

Thence N 40°44'W, 243.2 feet;

Thence N 46°28'W, 137.6 feet;

Thence N 50°58'W, 2,745.0 feet to a point on the westerly line of said

Section 6, South 452 feet, more or less, from the NW corner of said Section 6.

00-0001-3647

00-0003-7667

00-0001-3753

00-0071-6785

00-0056-0473

00-0007-3482

00-0005-0748

00-0000-5499

4. Right of Way and Easement Grant QPC 3728 from Ronnie B. and Christine W. Whitear, dated July 2, 2010 and recorded August 17, 2010, as Entry No. 120927 in Book 286, Page 623, more specifically described as:

Commencing at the NE Corner of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, a found stone, thence South 63°30'58" West a distance of 3,996.75 feet to a point on a permanent easement for the Questar Main Line 3 Pipeline Replacement Project, said point being the true point of beginning which lies on the Westerly Boundary Line of the Ronnie & Christine Whitear parcel, thence along the said easement line the following (14) fourteen courses:

1. South 87°28'39" East a distance of 157.87 feet;

2. South 73°41'27" East a distance of 88.57 feet;
3. South 37°30'01" East a distance of 271.19 feet;
4. South 04°21'01" West a distance of 106.35 feet;
5. South 56°16'38" East a distance of 57.46 feet;
6. South 44°28'30" East a distance of 74.35 feet;
7. South 80°51'21" West a distance of 36.77 feet;
8. North 44°28'30" West a distance of 49.98 feet;
9. North 56°16'38" West a distance of 71.90 feet;
10. North 04°21'01" East a distance of 112.42 feet;
11. North 37°30'01" West a distance of 249.92 feet;
12. North 73°41'27" West a distance of 75.14 feet;
13. North 87°28'39" West a distance of 155.05 feet;
14. North 04°04'00" East a distance of 30.01 feet to the point of beginning, said point lies North 65°52'00" East a distance of 2,039.55 feet from the West Quarter Corner of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, a found 3" brass cap.

00-0062-3452  
 00-0001-3720  
 00-0071-0785

5. Right of Way and Easement Grant QPC 3729 from Ronnie B. and Christine W. Whitear, dated July 2, 2010 and recorded August 17, 2010, as Entry No. 120928 in Book 286, Page 626, more specifically described as:

Commencing at the NE Corner of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, a found stone, thence South 64°41'22" West a distance of 4,127.03 feet to a point on a permanent easement for the Questar Main Line 3 Pipeline replacement project, said point being the true point of beginning which lies on the Northerly Boundary Line of the Ronnie & Christine Whitear parcel, thence along the said easement line the following (6) six courses:

1. South 87°44'03" East a distance of 49.88 feet;
2. South 50°45'28" East a distance of 19.03 feet;
3. South 87°28'39" East a distance of 35.31 feet;
4. South 04°04'00" West a distance of 30.01 feet;
5. North 87°28'39" West a distance of 44.46 feet;
6. North 50°45'28" West a distance of 68.83 feet to the point of beginning, said point lies North 63°29'25" East a distance of 1,908.41 feet from the West Quarter Corner of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, a found 3" brass cap.

00-0062-3452  
 00-0001-3720  
 00-0001-3647

6. Right of Way and Easement Grant QPC 3727 from Donald J. Whitear Trust, dated July 2, 2010 and recorded August 17, 2010, as Entry No. 120929 in Book 286, Page 628, more specifically described as:

Commencing at the NE Corner of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, a found stone, thence South 63°53'06" West a distance of 4,043.82 feet to a point on a permanent easement for the Questar Main Line 3 Pipeline Replacement Project, said point being the true point of beginning which lies on the Westerly Boundary Line of the Donald & Laraine Whitear Family Parcel, thence along the said easement line the following (4) four courses, more specifically described as:

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 00-0062-3452

1. South 87°28'39" East a distance of 53.72 feet;
2. South 04°04'00" West a distance of 30.01 feet;
3. North 87°28'39" West a distance of 53.72 feet;
4. North 04°04'00" East a distance of 30.01 feet to the point of beginning, said point lies North 65°10'24" East a distance of 1,991.68 feet from the West Quarter Corner of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, a found 3" brass cap.

7. Right of Way and Easement Grant QPC 3726 from Donald and Laraine Whitear Family Limited Partnership, dated July 2, 2010 and recorded August 17, 2010, as Entry No. 120930 in Book 286, Page 631, more specifically described as:

Commencing at the NE Corner of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, a found stone, thence South 64°31'41" West a distance of 4,104.95 feet to the centerline of a 30.00 foot easement for the Questar Main Line 3 Pipeline Replacement Project, said easement being 15.00 feet right and left of the described centerline, said point being the true point of beginning which lies on the Southerly Boundary Line of the Donald & Laraine Whitear Family Parcel, thence along the said centerline the following (1) one course:

1. North 50°45'28" West a distance of 85.45 feet to the point of terminus, said point lies North 61°29'55" East a distance of 1,896.33 feet from the West Quarter Corner of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, a found 3" brass cap,

Also commencing at the NE Corner of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, a found stone, thence South 86°39'41" West a distance of 5,453.22 feet to the easement for the Questar Main Line 3 Pipeline Replacement Project, said point being the true point of beginning which lies on the Westerly Boundary Line of the Donald & Laraine Whitear Family Parcel, thence along the said easement line the following (20) twenty courses:

1. North 00°08'00" West a distance of 34.04 feet;
2. South 61°56'59" East a distance of 128.82 feet;
3. South 64°10'01" East a distance of 236.99 feet;
4. South 18°41'31" West a distance of 350.51 feet;
5. South 40°07'17" East a distance of 430.00 feet;
6. South 55°19'44" East a distance of 179.15 feet;
7. South 37°53'22" East a distance of 489.00 feet;
8. South 48°22'50" East a distance of 50.09 feet;
9. South 77°26'36" East a distance of 103.03 feet;
10. South 87°29'38" East a distance of 197.36 feet;
11. South 00°15'59" East a distance of 30.04 feet;
12. North 87°29'38" West a distance of 201.45 feet;
13. North 77°26'36" West a distance of 113.44 feet;
14. North 48°22'50" West a distance of 60.62 feet;
15. North 37°53'22" West a distance of 487.15 feet;
16. North 55°19'44" West a distance of 178.56 feet;
17. North 40°07'17" West a distance of 450.91 feet;
18. North 18°41'31" East a distance of 341.30 feet;

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 00-0001-3753  
 00-0001-3290

19. North  $64^{\circ}10'01''$  West a distance of 211.05 feet;
20. North  $61^{\circ}56'59''$  West a distance of 113.32 feet to the point of beginning, said point lies North  $00^{\circ}08'00''$  West a distance of 2,298.66 feet from the West Quarter Corner of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, a found 3" brass cap.

A-4

E 146808 B 348 P 1387

**EXHIBIT B-2**

Legal Description of the Trunk Easement

**B-2**

E 146808 B 348 P 1388

EXHIBIT B

Description of Trunk Easement Property

*[Attached hereto and incorporated by reference.]*

UINTA ENGINEERING & SURVEYING, INC.  
808 MAIN STREET - P.O. BOX 746  
EVANSTON, WYOMING 82931-0746  
(307)-789-3602  
FAX (307)-789-6456

PRINCIPALS:  
Cloyce C. Wall, P.L.S.

ASSOCIATES:  
Josh P. Wright, P.E.

**DONALD AND LARAINÉ WHITEAR FAMILY LIMITED PARTNERSHIP and  
DONALD J. WHITEAR TRUSTEE (or Successor Trustee) OF THE DONALD J.  
WHITEAR TRUST, dated 28<sup>th</sup> day of October, 1996, and  
RONNIE B. WHITEAR AND CHRISTINE W. WHITEAR**

**to  
GAILEY RANCH, LLC.  
Easement Description  
Morgan Valley Drive to Canal**

An easement for access and utilities across part of the SE ¼ NE ¼ of Section 1, T4N, R1E, S.L.B.&M., the SE ¼ NW ¼ and Lot 5 of Section 6, T4N, R2E, S.L.B.&M., Morgan County, Utah said easement being more particularly described as follows:

**BEGINNING** at a point on the East line of said Section 1, S 0°04'04" W, 1943.38 feet from the Northeast corner thereof, said Northeast corner being monumented with a 5/8" steel bar topped with a 1-½ inch red plastic cap inscribed "HIGH MOUNTAIN LS 368358";

thence N 80°28'38" E, 111.66 feet to the Point of Curvature of a curve concave to the Northwest and having a radius of 135.04 feet;

thence Easterly 146.43 feet along the arc of said curve, through a central angle of 62°07'22", the long chord of which bears N 49°24'57" E, 139.35 feet;

thence N 18°21'16" E, 71.83 feet to the Point of Curvature of a curve concave to the Southeast and having a radius of 250.00 feet;

thence Northerly 362.52 feet along the arc of said curve, through a central angle of 83°04'57", the long chord of which bears N 59°53'44" E, 331.58 feet;

thence S 78°33'47" E, 519.95 feet;

thence S 85°47'15" E, 800.96 feet to the Southwest corner of that tract of land described in the Warranty Deed recorded in Book M50, Page 355 of the Morgan County Records, as said corner is monumented according to Record of Survey map numbers 323 and 342 of the Morgan County Records;

thence S 87°18'31" E, 369.67 feet along the South line thereof and the South line of that tract of land described in the Warranty Deed recorded in Book M-1 Page 179 of the Morgan County Records, to the Northwest corner of that tract of land described in the Warranty Deed recorded in Book 318, Page 663 of the Morgan County Records;

thence the following three (3) courses along the boundary thereof:

S 3°05'01" W, 102.31 feet;

thence S 39°14'53" E, 320.37 feet;

thence S 87°18'31" E, 70.00 feet to a point on the Westerly right-of-way line of Morgan Valley Drive, said point lying on a curve concave to the West, from which the radius point bears N 77°10'35" W,

14-47WhitearEast80Rev2

Page 1 of 2

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(307)-789-3602  
FAX (307)-789-8456

988.48 feet;

thence Southerly 92.53 feet along said right-of-way line and the arc of said curve, through a central angle of  $5^{\circ}21'48''$ , the long chord of which bears  $S 15^{\circ}30'19'' W$ , 92.50 feet;

thence  $N 74^{\circ}59'48'' W$ , 96.76 feet;

thence  $N 39^{\circ}14'53'' W$ , 376.99 feet to the Point of Curvature of a curve concave to the Southwest and having a radius of 150.00 feet;

thence Northwesterly 125.82 feet along the arc of said curve, through a central angle of  $48^{\circ}03'38''$ , the long chord of which bears  $N 63^{\circ}16'42'' W$ , 122.17 feet;

thence  $N 87^{\circ}18'31'' W$ , 61.77 feet;

thence  $N 85^{\circ}58'35'' W$ , 1066.02 feet;

thence  $S 89^{\circ}36'48'' W$ , 410.95 feet to the Point of Curvature of a curve concave to the Southeast and having a radius of 100.00 feet;

thence Westerly 124.37 feet along the arc of said curve, through a central angle of  $71^{\circ}15'32''$ , the long chord of which bears  $S 53^{\circ}59'02'' W$ , 116.51 feet;

thence  $S 18^{\circ}21'16'' W$ , 51.31 feet to the Point of Curvature of a curve concave to the West and having a radius of 290.06 feet;

thence Southerly 112.00 feet along the arc of said curve, through a central angle of  $22^{\circ}07'25''$ , the long chord of which bears  $S 29^{\circ}24'58'' W$ , 111.31 feet;

thence  $N 49^{\circ}31'19'' W$ , 50.00 feet to the Point of Curvature of a non-tangent curve concave to the Northwest and concentric with last said curve, from which the radius point bears  $N 41^{\circ}31'19'' W$ , 240.06 feet;

thence Southwesterly 167.59 feet along the arc of said curve, through a central angle of  $39^{\circ}59'57''$ , the long chord of which bears  $S 60^{\circ}28'39'' W$ , 164.21 feet;

thence  $S 80^{\circ}28'38'' W$ , 193.70 feet to the Easterly line of that tract of land described in the Boundary Adjustment Agreement recorded in Book 287, Page 679 of the Morgan County Records;

thence  $N 36^{\circ}10'34'' W$ , 126.51 feet along said Easterly line;

thence  $N 80^{\circ}28'38'' E$ , 145.33 feet to the POINT OF BEGINNING.

Said easement containing 6.966 acres, more or less, with the Basis of Bearing of the easement being  $S 0^{\circ}04'04'' W$  between said Northeast corner of Section 1 and the East one-quarter corner of said Section 1.

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