

As to Book Div. No. Land Dept. No. M.

RIGHT OF WAY LEASE

LEASE AUDIT NO. SLC 132

UNION PACIFIC RAILROAD COMPANY (hereinafter called "Lessor") hereby leases to HAROLD J. GAILEY & LOUISE B. GAILEY, CLYDE H. GAILEY & RAMONA H. GAILEY, AND H. J. BARNES ESTATE a Partnership, (abutting land owner.)

XII mailing address: C/O Barnes Banking, 33 South Main Street, Kaysville, Utah 84032.

(hereinafter collectively called "Lessee"), for a period of twenty years from May 9, 1979 (unless sooner terminated in accordance with the terms hereof), a portion of its 400 foot right of way near Gateway, Morgan County, Utah, to be used for agricultural purposes only, described as follows:

All that part of the right of way of the Lessor in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section Twenty-seven (27), Township Five (5) North, Range One (1) East of the Salt Lake Meridian, which is included between lines drawn parallel with and distant respectively fifty (50) feet and two hundred (200) feet on the southerly side from the center line of the original main track (south main track) of the Lessor as constructed and operated over and across said Section Twenty-seven (27).

This lease supersedes lease L&T 19213, Audit A-85086, with John R. Gailey, H. J. Barnes and John W. Robins.

The leasehold estate hereby granted shall run with the title to the abutting land, situated in Morgan County, Utah, and described as follows:

That part of the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section Twenty-seven (27), Township Five (5) North, Range One (1) East of the Salt Lake Meridian, lying southerly of the right of way of the Lessor.

Entry No.	48983	Book	2732
RECORDED	11-12-79	at	9:16 A.M. Page 1 of 5
REQUEST of	Union Pacific		
FEE	Betty L. Green, Morgan Co. Record		
\$	6.50	By Betty L. Green	

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DUPLICATE ORIGINAL RAILROAD CO'S COPY

Should the title of this leasehold at any time during its life become severed from the title to the abutting land, then this lease shall become ipso facto null and void. Any sale or conveyance of such abutting land shall carry with it said leasehold estate and the purchaser or grantee shall become bound by the terms hereof as fully as the original Lessee. The Lessee is also to notify the Lessor of any transfer of the title of the abutting property owned by the Lessee.

As a consideration for this lease the Lessee is to pay in advance to the Lessor One Dollar per annum; to pay all taxes and assessments levied upon the leased premises during the continuance of this lease, not including taxes or assessments levied against the leased premises as a component part of the railroad property of Lessor in the state as a whole; to plow and maintain upon the outer boundary of Lessor's 400 foot right of way, or as near thereto as practicable, a fireguard at least six feet wide; to keep the leased premises free from combustible material; to plant no trees or shrubbery, and to erect no structures thereon; to put nothing upon the leased premises which might obstruct or interfere with the view; to close safely and securely, immediately after using, any gate, opening or bars in the fences of the Lessor which the Lessee may have acquired, or during the term hereof may acquire, the right to use, and not to use any such gate, opening or bars which the Lessee may not have acquired the right to use. Lessor reserves the right to take temporary or permanent possession of all or any portion of the leased premises whenever their use may become necessary or expedient, in the judgment of the Lessor, for railroad purposes, including the location of public or private warehouses, elevators, or other industries with the design to facilitate and promote traffic, or for, or in connection with, drilling for or mining of oil, gas, coal or other minerals of whatsoever nature upon or underlying the surface of the leased premises by the Lessor or by others with its permission.

In addition to the foregoing covenants and agreements, the Lessee agrees to cut and remove, or spray with weed-killing chemicals, all weeds on the leased premises. If the weeds are not controlled as above specified, and any governmental agency takes action to eradicate the same and bills the Lessor for the cost thereof, Lessee agrees to either pay the bill so rendered or reimburse the Lessor in the amount thereof, if paid by the Lessor.

This lease is subject to all outstanding superior rights, including those in favor of telegraph and telephone companies and for public highway purposes. This lease is made without covenant of title or to give possession or for quiet enjoyment. If by reason of a line change, or otherwise, the title of the Lessor shall cease before the expiration of the term above provided as to the whole or any part of the leased premises, or if the leasing of the above described premises is held to be, or should become, inconsistent with the law of the land, or if the whole or any part of the leased premises is required by or taken by action of any governmental authority or body for any street or highway or other public use, this lease and all rights, privileges and obligations hereby granted or imposed shall forthwith cease and terminate, in whole or in part as the case may be, but without prejudice to any right of either or both parties hereto, in the situation last mentioned, to make claim against such governmental authority or body. The Lessee shall have the right to cancel this lease at any time upon 30 days' written notice.

This lease is made subject to the right of the Lessor to grant such licenses and easements unto third persons as it in its sole discretion shall deem to be necessary, convenient or appropriate.

Lessor also reserves to itself the exclusive right to permit the location of advertising signs of any kind whatsoever on the leased premises.

This lease is to become null and void upon the failure of Lessee to keep any of the conditions hereof and is not to be assigned without the written consent of the Lessor. The Lessee will surrender peaceable possession of said premises at the expiration or termination of this lease.

It is understood that all covenants and agreements herein recited are made by the parties hereto for, and shall be binding upon, themselves and their heirs, executors, administrators, successors and assigns.

Dated this 28th day of January, 1982

Witness: Laura M. Jacoby UNION PACIFIC RAILROAD COMPANY,

Attest: [Signature] By: [Signature] Director - Real Estate

(Seal) Assistant Secretary.

The foregoing lease is accepted upon the terms therein stated on this 2nd day of August, 1982

Clyde H. Gailey [Signature]
Clyde H. Gailey Harold J. Gailey

Ramona H. Gailey [Signature]
Ramona H. Gailey Louise B. Gailey
H. J. Barnes Estate

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 28th day of July, 1982, before me, a Notary

Public in and for said County, personally appeared C. O. DURHAM,
to me personally known to be the identical person whose name is signed to the foregoing instrument as
Director - Real Estate of Union Pacific Railroad Company, a corporation, who, being by me duly sworn, did
say that he is the Director - Real Estate and that the seal affixed to the foregoing instrument is the corporate
seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by
authority duly conferred according to law and said C. O. DURHAM

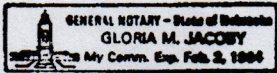
..... acknowledged said instrument to be his free and voluntary act and deed
and the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at OMAHA, NEBRASKA 68179

....., on the date last aforesaid.

My commission expires 2-2-84

(Seal)



Gloria M. Jacoby
Notary Public

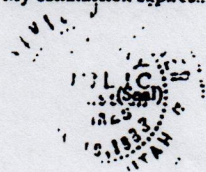
STATE OF Utah }
COUNTY OF Davis } ss.

On this 2nd day of Aug, 1982, before me a Notary Public in and for

said County, personally appeared the above named Clyde H. & Ramona H. Gailey and Harold J. & Louise B. Gailey, who are personally known to me to be the identical persons whose names
subscribed to the foregoing instrument as Lessee, and then and there acknowledged the execution of said
instrument to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Kaysville
ut, on the date last aforesaid.

My commission expires 11-19-83



David J. Walker
Notary Public

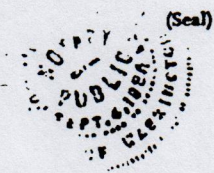
X STATE OF Washington }
COUNTY OF Whitman } ss.

On this 17th day of August, 1982, before me a Notary Public in and for
said County, personally appeared the above named J. Claude Barnes

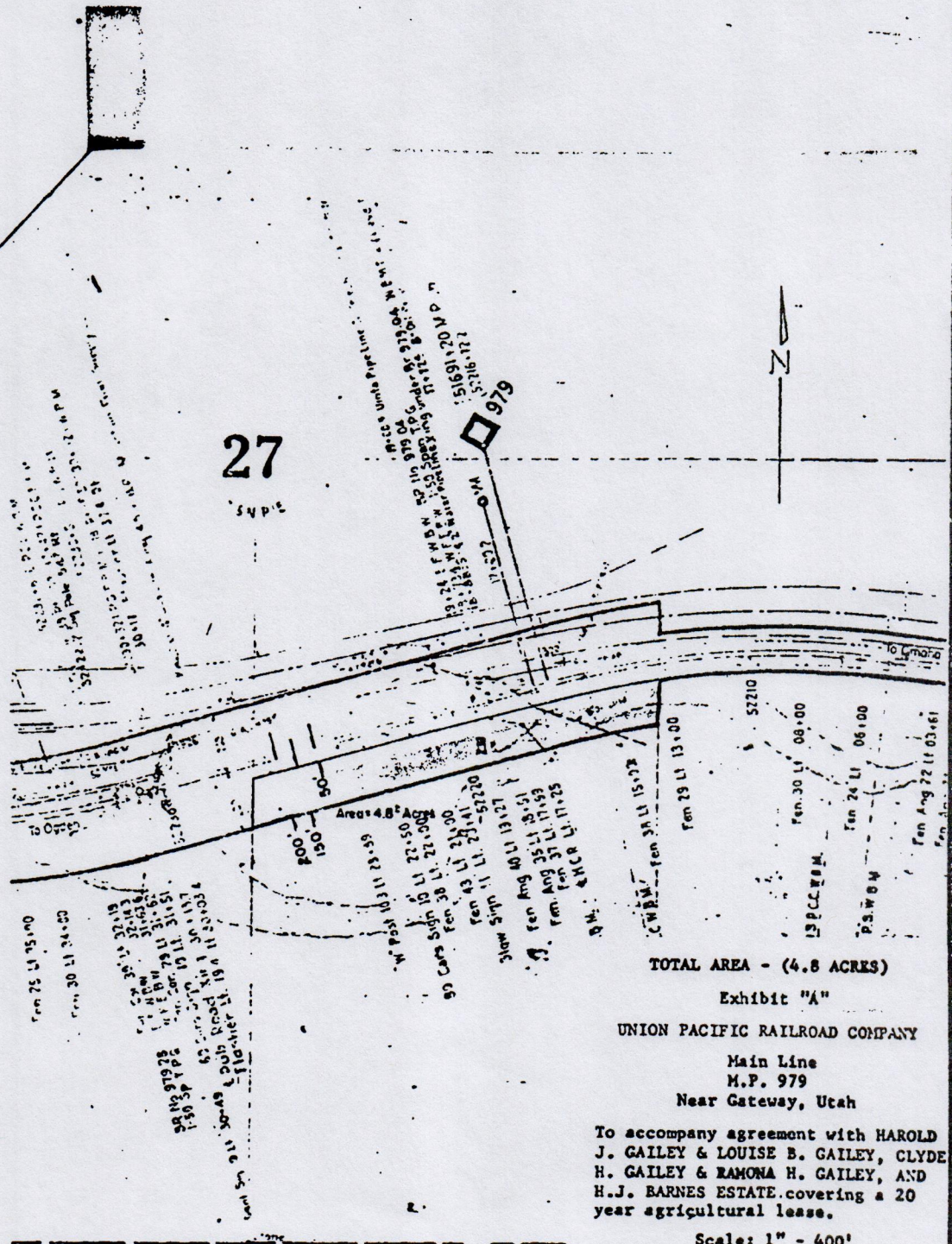
who personally known to me to be the identical person whose name
subscribed to the foregoing instrument as Lessee, and then and there acknowledged the execution of said
instrument to be voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Pullman
Washington, on the date last aforesaid.

My commission expires 9-4-84



Darlene H. Burton
Notary Public



TOTAL AREA - (4.8 ACRES)

Exhibit "A"

UNION PACIFIC RAILROAD COMPANY

Main Line
M.P. 979

Near Gateway, Utah

To accompany agreement with HAROLD J. GAYLEY & LOUISE B. GAYLEY, CLYDE H. GAYLEY & RAMONA H. GAYLEY, AND H.J. BARNES ESTATE covering a 20 year agricultural lease.

Scale: 1" = 400'

Office Of District Real Estate Dir.
Salt Lake City, Utah Dec. 23, 1981

* L E G E N D *

Lease area shown Yellow
Railroad R/W shown Red