

When Recorded Return to:
Peter Hicks
Gailey Ranch, LLC
Post Office Box 87
Reedville Station
Boston, Massachusetts 02137

00081923 Bk M0158 Pg 00282-00303
BRENDA D. NELSON, MORGAN CO. RECORDER
2000 MAR 23 15:22 PM FEE \$121.00 BY MBA
REQUEST: MOUNTAIN VIEW TITLE & ESCROW IN

GRANT OF EASEMENT
(Additional Easement - Peterson Creek Route - Gailey)

This Grant is made this 10th day of March, 2000, by and between Donald J. Whitear, individually and as trustee of the Donald and Laraine Whitear Family Trust dated the 28th day of October, 1996 and as trustee of the Donald J. Whitear Trust dated the 28th day of October, 1996 and Laraine S. Whitear, individually and as trustee of the Donald and Laraine Whitear Family Trust dated the 28th day of October, 1996, hereinafter referred to as "Grantors", and Gailey Ranch, LLC, a Utah limited liability company, having a principal address at Post Office Box 87, Reedville Station, Boston, Massachusetts 02137, which is hereinafter, along with its successors and assigns, referred to as "Grantee";

WITNESSETH

WHEREAS, Grantors are the fee simple owners of land located in Morgan County, Utah which is more particularly described in attached **Exhibit "A"** (the "Whitear Property"); and

WHEREAS, Grantee requires a perpetual easement and right-of-way across the Whitear Property for ingress, egress, the construction, operation, and maintenance of a road and utilities and appurtenant structures and for all other lawful purposes;

WHEREAS, Gailey Ranch, LLC is the owner of an undivided fee simple title interest, and the possessor of an option to purchase an additional undivided fee simple interest, in certain real property located in Morgan County and Davis County, Utah, which is more particularly described in attached **Exhibit "B"**, which property is referred to in this Grant as the "Gailey Property";

WHEREAS, Morgan Valley, LLC, a Utah Limited Partnership having a principal address at Post Office Box 87, Reedville Station, Boston, Massachusetts 02137 ("Morgan") has leased from Grantors one or more strips of land along the edge of the Whitear Property which property is located in Morgan County, Utah and is described more particularly in attached **Exhibit "C"** and is referred to in this Grant as the "Leased Property";

WHEREAS, Grantors may, at some future date, obtain title to an approximately 65 acre portion of the Gailey Property, which portion is located in Morgan County, Utah, is described more particularly in attached **Exhibit "D"** and is referred to in this Grant as the "65 Acre Parcel"; and

WHEREAS, the consideration paid to Grantors for this Grant is very substantial and, as a consequence, the parties intend that this Grant be interpreted as granting a broad, general, unrestricted right-of-way and easement with full rights of use to Grantee and that, in case of doubt, construction of this Grant shall favor Grantee; and

WHEREAS, this Grant is intended exclusively for economic benefit.

NOW, THEREFORE, for and in consideration of the financial and other good and valuable considerations paid by Gailey Ranch, LLC, to Grantors, the receipt and sufficiency of which is acknowledged, the following grants, agreements, covenants and restrictions are made:

1. **Recitals.** The recitals are a material part of this Grant and are incorporated as part of this Grant.

2. **Grant of Easement.** Subject and subordinate to the rights of Morgan under a Lease of the Leased Property, Grantors hereby grant, warrant and convey unto Grantee, and its successors and assigns, a permanent right-of-way and easement for all purposes, including but not limited to, ingress and egress by any means for people and materials, locating, constructing, operating, repairing, replacing, maintaining and using a roadway and above ground and under ground utilities including, but not limited to, sanitary sewer lines and facilities, drain lines and facilities, culinary and secondary water lines and facilities, electrical and other power lines and facilities, natural gas lines and facilities, telephone and other communication lines and facilities, cable television lines and facilities, and the necessary accessories and appurtenances used in connection therewith (collectively, the "Facilities"), together with the right to enter upon Grantors' premises for such purposes, in, on, over, under, through, and along the Whitear Property or so much thereof as is traversed by the following easement and right-of-way located in Morgan County, Utah, which is more particularly described as follows:

A right-of-way and easement 66 feet in width below (by elevation) an existing canal which crosses the Whitear Property and 150 feet in width above (by elevation) the existing canal (33 feet on each side of the center line below the canal and 75 feet on each side of the center line above the canal). The center line of the right-of-way and easement is described in attached **Exhibit "E"**.

The centerline described in **Exhibit "E"** may or may not be located both above and below the canal and may extend beyond the boundaries of the Whitear Property. The right-of-way and easement granted hereunder shall not extend beyond any boundary of the Whitear Property. Grantee shall be allowed access across Grantors' property to construct, operate, repair, replace and maintain the Facilities.

3. **Incorporation of Exhibits.** All exhibits attached to this Grant are incorporated by reference as part of this Grant.

4. **Additional Easement.** The right-of-way and easement which is the subject of this Grant is identified as an "Additional Easement". The following provisions shall apply to this Additional Easement:

(i) When constructed, the Additional Easement shall have a width of not less than the width of the asphalt or other improved surface required/approved by Morgan County or any other governmental entity having authority plus "shoulders" of up to 10 feet on each side (unless a greater shoulder width is required for typical slope contouring), it being the intent and agreement of the parties that the width of the same shall be sufficient to meet all governmental requirements. Should Morgan County (or any other governmental entity having jurisdiction) require all or any portion of the right-of-way to have a width greater than 72 feet, development of the right-of-way shall include visual mitigation through reasonable landscaping solutions to be installed by Grantee at the written request of Grantors. Grantee shall notify Grantors in writing of any such width requirement and, should Grantors fail to request, in writing, the visual mitigation within sixty (60) days thereafter, Grantors shall have waived their right to require Grantee to install visual mitigation landscaping. The notice from Grantee to Grantors shall clearly set forth the fact that the visual mitigation requirement will be waived if not requested within 60 days. The visual mitigation landscaping to be installed in any particular instance shall be formulated and designed by Grantee, subject to Grantors' approval, which shall not unreasonably be withheld or delayed.

(ii) Before asphalt (excluding asphalt no wider than 20 feet which is used primarily for study and pre-development access) may be laid upon the Additional Easement, Grantors shall be notified in writing concerning the exact centerline location and width of the subject Easement, which shall be determined as provided in subparagraph (i) immediately above, and Grantee shall deliver a document in recordable form to the Morgan County Recorder releasing and abandoning any part of the Whitear Property described in this Easement Grant which will not be needed for the roadway right-of-way. Once any required release document has been recorded, Grantee may proceed as required or permitted by Morgan County or any other governmental entity having jurisdiction. The exact location of the Additional Easement within the respective 66 and 150 foot wide corridors, as appropriate, shall be as designated by Grantee. Should it be impracticable or uneconomic, in Grantee's reasonable judgment, to build the desired roadway within the designated Additional Easement corridor, Grantee shall so notify Grantors and the location of the right-of-way outside of the corridor shall be subject to Grantors' approval, which shall not unreasonably be withheld or delayed. The parties agree to execute and deliver, in recordable form and from time-to-time, such Easement conveyance and release documents as may be necessary or appropriate to implement this subparagraph (ii).

(iii) Grantee, its successors and assigns, shall have the right to relocate part or all of any right-of-way which is a subject of this Easement Grant at Grantee's sole cost and expense as provided in this subparagraph (iii). Should Grantee, due to the physical condition of the

land and/or governmental requirements, desire to relocate all or any portion of the right-of-way as provided herein, Grantee shall so notify Grantors in writing, designating the new location of the right-of-way and explaining the reason for or purpose of the desired relocation. Grantors shall have the right to review and approve the request, which approval shall not unreasonably be withheld or delayed. If the right-of-way which is the subject of this Grant crosses the presently existing canal and Grantee, in spite of Grantee's reasonable best efforts, fails to obtain the right to cross the existing canal at a location within the right-of-way corridor identified in this Grant, any relocation of the right-of-way outside of the corridor to accommodate the canal crossing location shall be "reasonable per se". To effectuate the relocation, Grantors shall deliver to Grantee, in recordable form, an Easement Grant which is consistent with the right-of-way and easement granted to Grantee as provided in this Easement Grant, and Grantee shall deliver to Grantors a written release, in recordable form, releasing from this Easement Grant any right-of-way segment or portion thereof that is being abandoned by Grantee. The right-of-way shall be relocated at Grantee's sole cost and expense and shall be subject to the provisions of this Easement Grant.

5. **Benefit.** The right-of-way and easement created by this Grant shall benefit the Gailey Property, but only to the extent Gailey Ranch, LLC and/or its successors and assigns have an ownership interest therein and, to the extent permitted by law, any other property designated in writing by Grantee. Additional benefited properties are to be designated in the sole discretion of Grantee, and may be designated from time-to-time without regard to whether such designation, or the development of designated properties, might increase the burden on the Whitear Property, it being the express intent of the parties that Grantee be allowed to expand the scope of use of the right-of-way and easement which is the subject of this Grant in Grantee's sole discretion. To be effective, any future designation of real property to be benefited by this right-of-way and easement shall be identified in a writing recorded in the office of the Morgan County Recorder. The writing must be signed by the Grantee, describe the additional property to be benefited, specifically refer to this Grant, and declare that the property described therein shall thenceforth be included as property which is benefited by this Grant to the same extent as if the subject property had been described in an exhibit attached to this Grant and referenced in this paragraph as being "benefited" when this Grant was executed, delivered and recorded, or words to that effect. The parties acknowledge that Gailey Ranch, LLC, has only an undivided ownership interest in the Gailey Property. At such time as the Gailey Property is partitioned or otherwise divided in ownership, unless otherwise specifically designated by Grantee as provided above, the only portion of the Gailey Property which shall be benefited by this Grant shall be that portion in which Gailey Ranch, LLC and/or its successors and assigns have a continuing ownership or other interest. Should the 65 Acre Parcel (less and excepting a two-foot wide strip of land along the outer edge thereof which will be retained) be conveyed to Grantors as provided in paragraph 6 below, it shall thereupon cease being part of the "benefited" property and shall thereafter be "burdened" by this Grant as provided in paragraph 6.

6. **Burden.** This Grant shall burden the Whitear Property which, in addition to the real property described in attached **Exhibit "A"**, shall include the 65 Acre Parcel (less a two foot wide exterior strip that will not be part of the conveyance) and the approximately 12 acres of real property

reflected in tax identification nos. M91-373 and M92-361 from and after the time if and when title to the same is transferred to Grantors.

7. **Road Construction Costs.** Grantee shall bear the cost of construction of any roadway within the right-of-way and easement described in this Grant provided, however, that persons other than Donald J. Whitear and Laraine S. Whitear and their immediate family and descendants of their immediate family may be required to share the cost of maintaining the road in an equitable manner. Should it ever be necessary for Grantors to fence any of the rights-of-way, Grantee will provide access gates and cattle guards as reasonably requested by Grantors to prevent those portions of the Whitear Property that have not been developed from being severed by the fences. Grantors shall, in a written notice to Grantee, specify the access gates and cattle guards being requested by Grantors and Grantee shall have the right to reasonably approve that request, which consent shall not unreasonably be withheld or delayed, prior to the installation of the access gates and cattle guards.

8. **Exclusivity of Use.** Except for rights granted to Morgan, the right to use the right-of-way and easement which is the subject of this Grant to access land other than the Whitear Property shall be exclusive to Grantee and those persons designated by Grantee and shall benefit those lands designated by Grantee as provided in paragraph 5 of this Grant. While Grantee and its successors and assigns shall have full control of the subject right-of-way and easement, lawful owners/occupants of the Whitear Property and their guests may use any road constructed by Grantee within the subject right-of-way and easement for access to portions of the Whitear Property, but for no other purpose. Except as specifically provided above in this paragraph 8, the right-of-way and easement granted herein shall be exclusive to Grantee, its successors and assigns, and such other person or persons (including organizations and entities) as may be designated by Grantee from time-to-time. Grantee (specifically including its successors and assigns) may, subject to the foregoing, designate those persons who may utilize, and those lands that may benefit from, the right-of-way and easement which is the subject of this Grant.

9. **Leased Property.** Notwithstanding anything in this Grant or elsewhere to the contrary, Gailey Ranch, LLC has no right, title or interest in the Leased Property and does not, without the express consent of Morgan, have any right to go upon or across the Leased Property to access the Gailey Property or for any other purpose.

10. **Public Right-of-Way Dedication.** At Grantee's sole election, any street or road constructed, improved and/or maintained by Grantee upon any portion of the right-of-way and easement which is the subject of this Grant may be conveyed, dedicated and turned over to a public authority such as the State of Utah, Morgan County or a municipality, provided that the owner/occupants of the Whitear Property and their guests may continue to enjoy the use of the road to access portions of the Whitear Property as provided in paragraph 8 of this Grant. In furtherance of the foregoing, in the event Grantee offers to dedicate any improvements constructed within the right-of-way and easement to a public authority, Grantors consent thereto and agree to dedicate

and/or convey all or any part of the right-of-way and easement which is the subject of this Grant as may reasonably be requested by the public authority, but at no cost or expense to Grantors.

11. **Temporary Use.** During temporary periods, Grantee may use such portions of the Whitear Property along and immediately adjacent to the right-of-way and easement which is the subject of this Grant as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of any improvements (road, utilities, etc.) within the right-of-way and easement subject, however, to Grantee's obligation, at Grantee's sole expense, to restore said portion of the Whitear Property substantially to the condition that existed before Grantee's entry upon the same.

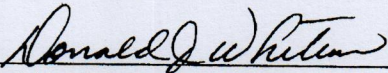
12. **Structures.** Grantors shall not construct or cause or allow (excluding buildings or other structures erected by Grantee) to be constructed any permanent or temporary buildings or structures upon the right-of-way and easement described herein, whether the same shall have been brought, placed or constructed upon the said premises by Grantors or by their successors, guests, tenants, subsequent purchasers, assigns, invitees or anyone else.

13. **Pronouns and Plurals.** As used herein, the singular tense shall include the plural, and vice versa, and any gender shall refer to all other genders.

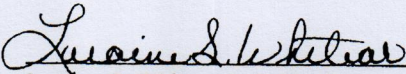
14. **Continuing Covenant.** This permanent grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon and inure to the benefit of and be enforceable by the heirs, personal representatives, successors and assigns of the respective parties hereto and may be assigned in whole or in part by the Grantee.

IN WITNESS WHEREOF, the parties who are required to sign this Grant hereunto set their hands effective as of the day and year first above written.

GRANTORS:



Donald J. Whitear, Individually



Laraine S. Whitear, Individually

Donald J. Whitear Trustee
Donald J. Whitear, as Trustee of the Donald and
Laraine Whitear Family Trust dated the 28th day of
October, 1996

Donald J. Whitear Trustee
Donald J. Whitear, as Trustee of the Donald J.
Whitear Trust dated the 28th day of October, 1996

Laraine S. Whitear, Trustee
Laraine S. Whitear, as Trustee of the Donald and
Laraine Whitear Family Trust dated the 28th day of
October, 1996

GRANTEE:

GAILEY RANCH, LLC

Peter Hicks, Manager
Peter Hicks, Manager

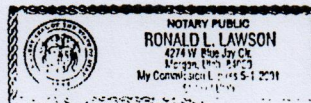
STATE OF UTAH)
COUNTY OF MORGAN) : ss.

00081923 Bk M0158 Pg 00288

On this 17th day of March, 2000, personally appeared before me Donald J. Whitear and
Laraine S. Whitear, the signers of the foregoing instrument, who duly acknowledged to me that they
executed the same.

Ronald L. Lawson
Notary Public
Residing at: Morgan, UT

My Commission Expires: 5-1-2007

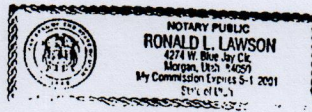


STATE OF UTAH)
COUNTY OF Morgan : ss.

On this 17th day of March, 2000, personally appeared before me Donald J. Whitear, Trustee of the Donald and Laraine Whitear Family Trust dated the 28th day of October, 1996, who is personally known to me or upon presentation of sufficient evidence was proven to be the aforesaid person, and who acknowledged that he is authorized to sign the foregoing instrument on behalf of the Donald and Laraine Whitear Family Trust dated the 28th day of October, 1996.

Ronald L. Lawson
Notary Public
Residing at: Morgan, UT

My Commission Expires: 5-1-2001

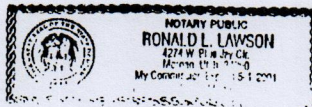


STATE OF UTAH)
COUNTY OF Morgan : ss.

On this 17th day of March, 2000, personally appeared before me Donald J. Whitear, Trustee of the Donald J. Whitear Trust dated the 28th day of October, 1996, who is personally known to me or upon presentation of sufficient evidence was proven to be the aforesaid person, and who acknowledged that he is authorized to sign the foregoing instrument on behalf of the Donald J. Whitear Trust dated the 28th day of October, 1996.

Ronald L. Lawson
Notary Public
Residing at: Morgan, UT

My Commission Expires: 5-1-2001

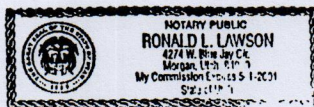


STATE OF UTAH)
) : ss.
COUNTY OF Morgan)

On this 17th day of March, 2000, personally appeared before me Laraine S. Whitear, Trustee of the Donald and Laraine Whitear Family Trust dated the 28th day of October, 1996, who is personally known to me or upon presentation of sufficient evidence was proven to be the aforesaid person, and who acknowledged that she is authorized to sign the foregoing instrument on behalf of the Donald and Laraine Whitear Family Trust dated the 28th day of October, 1996.

Ronald L. Lawson
Notary Public
Residing at: Morgan, UT

My Commission Expires: 5.1.2001



Massachusetts
STATE OF ~~UTAH~~)
) : ss.
COUNTY OF Norfolk)

On this 10th day of March, 2000, personally appeared before me Peter Hicks, Manager of Gailey Ranch, LLC, who is personally known to me or upon presentation of sufficient evidence was proven to be the aforesaid person, and who acknowledged to me that he is authorized to sign the foregoing instrument on behalf of Gailey Ranch, LLC.

Julie T. Scobatis
Notary Public / Julie T. Scobatis
Residing at: 33 Intervale Rd
Dedham, MA

My Commission Expires: 1/21/2001

00081923 Bk M0158 Pg 00290

The following described real property located in Morgan County, Utah.

m5944

E X H I B I T " A "

PARCEL 1: 01-004-005
IN SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1, AND RUNNING THENCE SOUTH 426.7 FEET; THENCE ALONG A FENCE SOUTH 37DEG 30' WEST 790.0 FEET; THENCE SOUTH 21DEG EAST 27.0 FEET; THENCE LEAVING FENCE WEST 3225.0 FEET; THENCE NORTH 1075.3 FEET; THENCE EAST 3696.0 FEET TO THE POINT OF BEGINNING.

PARCEL 2: 01-004-001
A PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE MERIDIAN. TRUE BEARING BEGINNING AT A POINT WHICH BEARS NORTH 0DEG 08' WEST 762.3 FEET FROM THE EAST QUARTER SECTION CORNER STONE OF THE SAID SECTION 1, AND RUNNING THENCE WEST 3696.0 FEET; THENCE NORTH 892.3 FEET; THENCE EAST 3694.0 FEET TO THE SECTION LINE; THENCE SOUTH 0DEG 08' EAST 892.3 FEET TO THE POINT OF BEGINNING. LESS AMOUNT SOLD TO WEBER BASIN.

PARCEL 3: 01-004-002
A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER AND A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT WHICH BEARS NORTH 72.6 FEET WEST 56.35 FEET FROM THE EAST QUARTER SECTION CORNER MONUMENT OF THE SAID SECTION 1, AND RUNNING THENCE WEST 3639.65 FEET; THENCE NORTH 689.7 FEET; THENCE EAST 3303.0 FEET TO THE WEST BOUNDARY OF THE WEBER BASIN CANAL.

PARCEL 4: 01-004-004-01
A TRACT OF LAND SITUATED IN THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT SOUTH 2140 FEET OF THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; TO THE TRUE POINT OF BEGINNING; THENCE SOUTH A DISTANCE OF 512.02 FEET TO THE

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EXHIBIT "A"

PH

m5944

SOUTHEAST CORNER OF SECTION 1, BEING MARKED BY A 3/4 INCH ROD LOCATED IN PETERSON CREEK; THENCE WEST ON THE SOUTH SECTION LINE A DISTANCE OF 3696.00 FEET; THENCE NORTH A DISTANCE OF 2031.62 FEET; THENCE EAST A DISTANCE OF 1148.00 FEET; THENCE SOUTH A DISTANCE OF 1519.6 FEET; THENCE EAST A DISTANCE OF 2548.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5: 01-004-018
A PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. TRUE BEARING. BEGINNING AT THE NORTHEAST CORNER HUB OF THE SAID SECTION 12, (HUB SET BY U.S. BLM 1952 RESTORATION) AND RUNNING THENCE SOUTH 20.11 CHAINS TO THE 40 CORNER; THENCE WEST 23.50 CHAINS; THENCE NORTH 20.11 CHAINS; THENCE EAST 23.50 CHAINS TO THE POINT OF BEGINNING. LESS 0.52 ACRE CONVEYED TO PETERSON PIPELINE COMPANY FOR A WATER RESERVOIR, CONTAINED IN FOLLOWING DESCRIPTION RECORDED IN BOOK "P" OF DEEDS, PAGE 527 OF MORGAN COUNTY DEED RECORDS: BEGINNING AT A POINT WHICH BEARS SOUTH 64DEG 10' WEST 1459.0 FEET FROM THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 150.0 FEET; THENCE SOUTH 150.0 FEET; THENCE EAST 150.0 FEET; THENCE NORTH 150.0 FEET TO POINT OF BEGINNING.

PARCEL 6: 01-004-117-02
A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. TRUE MERIDIAN IS USED AS BASE BEARING. BEGINNING AT A POINT WHICH BEARS EAST 1777.65 FEET AND NORTH 299.0 FEET FROM THE WEST QUARTER SECTION CORNER (STONE IN PLACE) OF THE SAID SECTION 6, AND RUNNING THENCE NORTH 4DEG 20' EAST 593.0 FEET; THENCE SOUTH 87DEG 30' EAST 680.7 FEET TO THE COUNTY ROAD; THENCE ALONG THE WEST BOUNDARY LINE OF SAID ROAD THREE COURSES AS FOLLOWS: SOUTH 3DEG 00' WEST 382.00 FEET; THENCE SOUTH 19DEG 52' WEST 193.0 FEET; THENCE SOUTH 57DEG 00' WEST 61.0 FEET; THENCE LEAVING ROAD NORTH 86DEG 41' WEST 172.52 FEET; THENCE NORTH 86DEG 33' WEST 414.0 FEET TO THE POINT OF BEGINNING.
SUBJECT TO A RESERVATION OF A 20.0 FEET WIDE RIGHT-OF-WAY OVER, THROUGH AND ACROSS SOUTH AND WEST BOUNDARIES OF THE ABOVE

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EXHIBIT "A"

PH-1

m5944

DESCRIBED TRACT DESCRIBED AS FOLLOWS: BEGINNING AT POINT WHICH BEARS EAST 1777.65 FEET AND NORTH 299.0 FEET FROM THE WEST QUARTER SECTION CORNER OF THE SAID SECTION 6, AND RUNNING THENCE NORTH 4DEG 20' EAST 593.0 FEET; THENCE SOUTH 87DEG 30' EAST 20.0 FEET; THENCE SOUTH 4DEG 20' WEST 592.67 FEET; THENCE SOUTH 86DEG 33' EAST 414.0 FEET; THENCE SOUTH 4DEG 20' WEST 20.0 FEET; THENCE NORTH 86DEG 33' WEST 434.0 FEET TO THE POINT OF BEGINNING.

LESS M116-688 TO A-1 STORAGE.

LESS PORTION CONVEYED TO WHITEAR SPRINGS, L.L.C. BY DEED DATED AND RECORDED ON JANUARY 18, 1996, IN BOOK M0117, PAGE 229, FURTHER DESCRIBED AS FOLLOWS: A TRACT OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6; THENCE EAST 1832.22 FEET; THENCE NORTH 722.37 FEET; THENCE EAST 361.65 FEET; THENCE SOUTH 87DEG 28'03" EAST 195.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 02DEG 55'29" EAST 90.0 FEET; THENCE SOUTH 87DEG 28'03" EAST 105.0 FEET OF THE WESTERLY LINE OF MORGAN VALLEY DRIVE; THENCE SOUTH 02DEG 55'29" WEST 113.48 FEET ALONG THE WESTERLY LINE OF MORGAN VALLEY DRIVE; THENCE 90.0 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 988.48 FEET, AN INCLUDED ANGLE OF 05DEG 13'00", AND LONG CHORD BEARING SOUTH 05DEG 31'59" WEST 89.97 FEET; THENCE NORTH 38DEG 55'45" WEST 151.23 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING SERIAL NUMBER 01-004-119-02-01 DEEDED TO A-1 CANYON STORAGE. ALSO EXCEPTING SERIAL NUMBER 01-004-119-02-03 DEEDED IN BOOK M153, AT PAGE 71 TO RONNIE B. WHITEAR AND CHRISTINE W. WHITEAR.

PARCEL 7: 01-004-129-03
A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST, PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. TRUE MERIDIAN IS USED AS BASE BEARING. BEGINNING AT A POINT ON EAST BOUNDARY LINE OF GATE WAY CANAL RIGHT-OF-WAY AT A POINT WHICH BEARS NORTH 627.0 FEET AND WEST 108.0 FEET FROM WEST QUARTER SECTION CORNER OF SAID SECTION 6, (USBLM SET A METAL MONUMENT AT THE POSITION OF THE OLD QUARTER SECTION CORNER IN A 1952 RESURVEY) AND

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04

m5944

RUNNING THENCE NORTH 72DEG 50' EAST 327.0 FEET ALONG A FENCE TO THE BROW OF A BENCH; THENCE ALONG THE BROW OF SAID BENCH FOUR COURSES AS FOLLOWS: SOUTH 26DEG 25' EAST 280.0 FEET; SOUTH 59DEG 00' EAST 720.7 FEET; SOUTH 47DEG 00' EAST 153.0 FEET; SOUTH 42DEG 00' EAST 72.0 FEET; THENCE SOUTH 30DEG 00' WEST 124.0 FEET; THENCE SOUTH 32DEG 10' WEST 445.0 FEET TO THE EAST BOUNDARY LINE OF THE SAID GATEWAY CANAL RIGHT-OF-WAY; THENCE ALONG SAID EAST BOUNDARY LINE ELEVEN COURSES AS FOLLOWS: NORTH 18DEG 37' WEST 99.0 FEET; NORTH 47DEG 10' WEST 177.7 FEET; SOUTH 42DEG 50' WEST 70.0 FEET; NORTH 47DEG 10' WEST 288.6 FEET; NORTH 33DEG 55' WEST 546.2 FEET; NORTH 56DEG 05' EAST 30.0 FEET; NORTH 26DEG 06' WEST 128.0 FEET; NORTH 22DEG 38' WEST 137.9 FEET; NORTH 36DEG 17' WEST 65.5 FEET; SOUTH 53DEG 43' WEST 30.0 FEET; NORTH 36DEG 17' WEST 76.0 FEET TO THE POINT OF BEGINNING.

PARCEL 8: 01-004-112
A PART OF THE WEST HALF OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. TRUE BEARING. BEGINNING AT A POINT WHICH BEARS NORTH 0DEG 08' WEST 663.0 FEET FROM THE WEST QUARTER SECTION CORNER STONE OF SAID SECTION 6, AND RUNNING THENCE NORTH 0DEG 08' WEST 1549.7 FEET ALONG THE WEST BOUNDARY OF SAID SECTION 6; THENCE NORTH 37DEG 30' EAST 48.0 FEET; THENCE NORTH 79DEG 05' EAST 304.0 FEET; THENCE NORTH 60DEG 20' EAST 340.0 FEET; THENCE SOUTH 2DEG 30' EAST 218.0 FEET; THENCE SOUTH 52DEG EAST 225.0 FEET; THENCE SOUTH 0DEG 10' EAST 1021.0 FEET; THENCE SOUTH 42DEG 30' EAST 233.0 FEET; THENCE SOUTH 87DEG 30' EAST 855.0 FEET; THENCE SOUTH 4DEG 20' WEST 593.0 FEET; THENCE SOUTH 86DEG 33' EAST 414.0 FEET; THENCE SOUTH 36DEG 50' WEST 225.0 FEET; THENCE SOUTH 53DEG EAST 15.0 FEET INTO PETERSON CREEK; THENCE UP SAID CREEK SOUTH 30DEG WEST 192.0 FEET; THENCE WEST 243.0 FEET; THENCE SOUTH 304.0 FEET; THENCE NORTH 74DEG WEST 30.0 FEET; THENCE SOUTH 43DEG 22' WEST 101.3 FEET; THENCE NORTH 35DEG 50' WEST 240.0 FEET; THENCE NORTH 77DEG 45' WEST 452.0 FEET; THENCE NORTH 30DEG EAST 124.0 FEET; THENCE NORTH 42DEG WEST 72.0 FEET TO A POINT ON THE QUARTER SECTION LINE MARKED BY 2" PIPE; THENCE NORTH 47DEG WEST 153.0 FEET; THENCE NORTH 59DEG WEST 720.7 FEET; THENCE NORTH 26DEG 25' WEST 280.0 FEET; THENCE SOUTH 72DEG 50' WEST 216.0 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "A"

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EXHIBIT "A"

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m5944

EXCEPT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; BEGINNING AT A POINT WHICH IS EAST 1725.5 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 6 AND RUNNING THENCE SOUTH 82 FEET TO THE NORTHWEST CORNER OF THE ORVILLE C. DUNCAN FAMILY TRUST PROPERTY AS DEEDED IN BOOK M38, PAGE 457; THENCE SOUTH ALONG SAID PROPERTY 304 FEET TO THE DEAN DUNCAN PROPERTY AS DEEDED IN BOOK M2, AT PAGE 471; THENCE NORTH 74DEG WEST 30 FEET; THENCE SOUTH 43DEG 22' WEST 101.3 FEET; THENCE NORTH 35DEG 50' WEST 240 FEET; THENCE NORTH 77DEG 45' WEST 452 FEET; THENCE NORTH 30DEG EAST 124 FEET; THENCE NORTH 42DEG WEST 72 FEET TO A POINT ON THE QUARTER SECTION LINE MARKED BY A 2" PIPE; THENCE EAST 670 FEET ALONG THE QUARTER SECTION LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE FOLLOWING PARCEL DEEDED TO GARY J. PALMER IN BOOK M2, AT PAGE 176. BEGINNING AT A POINT WHICH BEARS EAST 1725.5 FEET AND SOUTH 300.0 FEET FROM THE WEST QUARTER SECTION CORNER STONE OF SAID SECTION 6, AND RUNNING THENCE SOUTH 86.0 FEET; THENCE NORTH 74DEG 00' WEST 69.18 FEET; THENCE NORTH 66.93 FEET; THENCE EAST 66.5 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING ANY PORTION LYING WITHIN THE DEAN WILLIAM AND PATSY H. DUNCAN PARCEL. LESS PARCEL DEEDED TO RONNIE B. WHITEAR AND CHRISTINE* TOGETHER WITH A 20 FOOT RIGHT-OF-WAY THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 1725.5 FEET EAST AND 72 FEET SOUTH FROM THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE EAST 245 FEET, MORE OR LESS TO THE WEST LINE OF THE DONALD CRAIG WHITEAR PROPERTY AS DEEDED IN BOOK M15, AT PAGE 608, AND POINT OF TERMINATION.

LESS AMOUNTS: BOOK M25, PAGE 526, 0.12 ACRES
BOOK M33, PAGE 376, .30 ACRES
BOOK M46, PAGE 1, 3.94 ACRES
BOOK M73, PAGE 582 AND 588, 5.715 ACRES.

* W. WHITEAR, IN BOOK M153, AT PAGE 71 BEING SERIAL NUMBER 01-004-119-02-03.

PARCEL 9: 01-004-096
IN SECTION 31, TOWNSHIP 5 NORTH, RANGE 2 EAST, AND IN SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST, AND IN SECTION 6, TOWNSHIP 4 NORTH, RANGE 2 EAST, OF THE SALT LAKE BASE AND MERIDIAN. TRUE BEARING.

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 31, (THE CORNER

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EXHIBIT "A"

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m5944

STONE IS MISSING; SAID CORNER IS RELOCATED AT A POINT 5440.0 FEET WEST FROM THE SOUTHWEST CORNER STONE OF SECTION 31, AND 2645.0 FEET NORTH FROM THE WEST QUARTER SECTION CORNER STONE OF SECTION 6), RUNNING THENCE WEST 198.0 FEET; THENCE NORTH 1056.0 FEET; THENCE EAST 198.0 FEET; THENCE NORTH 113.0 FEET; THENCE EAST 387.0 FEET; THENCE SOUTH 680.0 FEET; THENCE SOUTH 88DEG 25' EAST 428.0 FEET; THENCE SOUTH 10DEG 50' EAST 208.0 FEET; THENCE SOUTH 44DEG 25' EAST 181.0 FEET; THENCE SOUTH 24DEG 20' EAST 80 FEET; THENCE SOUTH 16DEG 30' EAST 77 FEET; THENCE SOUTH 75DEG WEST 280 FEET; THENCE SOUTH 60DEG 20' WEST 500 FEET; THENCE SOUTH 79DEG 05' WEST 304 FEET; THENCE SOUTH 37DEG 30' WEST 48 FEET; THENCE NORTH 426.7 FEET TO THE POINT OF BEGINNING. ALL BEARINGS ARE MEASURED FROM TRUE NORTH IN THIS DESCRIPTION.

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EXHIBIT "A"

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EXHIBIT "A"

Legal Description

CAMP AS CUTE/MI
81920

IN TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

ALL OF SECTIONS 2, 3, AND 11.

ALSO: THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10.

ALSO: THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, THE EAST ONE-HALF OF THE NORTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14.

IN TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, RUNNING THENCE EAST 98 RODS; THENCE SOUTH 320 RODS; THENCE WEST 98 RODS; THENCE NORTH 320 RODS TO THE PLACE OF BEGINNING.

ALSO: ALL OF SECTION 2.

ALSO: ALL OF SECTION 3.

ALSO: THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 4.

ALSO: ALL OF SECTION 9, LESS THE FOLLOWING DESCRIBED PROPERTY: BEGINNING ON THE SOUTH LINE OF SECTION 9, AFORESAID, AT A POINT WHERE SAID SECTION LINE CROSSES THE TOP OF THE MOUNTAIN; THENCE NORTH ALONG THE TOP OF THE MOUNTAIN TO THE NORTH LINE OF SAID SECTION 9; THENCE WEST TO THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH ONE MILE TO SOUTHWEST CORNER OF SAID SECTION; THENCE EAST TO POINT OF BEGINNING.

ALSO: ALL OF SECTION 10.

ALSO: ALL OF SECTION 11.

ALSO: THE SOUTH HALF, AND THE SOUTH HALF OF THE NORTH HALF OF SECTION 12. ALSO BEGINNING AT A POINT 23.50 CHAINS WEST FROM THE NORTHEAST CORNER OF SAID SECTION 12, AND RUNNING THENCE SOUTH 20.00 CHAINS; THENCE WEST 32.50

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EXHIBIT "B"

PH

CHAINS; THENCE NORTH 20.00 CHAINS; THENCE EAST 32.50 CHAINS TO THE POINT OF BEGINNING.

ALSO: ALL OF SECTION 13.

ALSO: THE WEST HALF AND THE SOUTHEAST QUARTER OF SECTION 14.

ALSO: ALL OF SECTION 15.

ALSO: THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20.

ALSO: THE EAST HALF, AND THE EAST HALF OF THE WEST HALF OF SECTION 22.

ALSO: ALL OF SECTION 23.

ALSO: THE WEST HALF, AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 26.

ALSO: ALL OF SECTION 27.

ALSO: THE SOUTHWEST QUARTER, AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35.

ALSO: THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36.

IN TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN:

THE NORTHWEST QUARTER OF SECTION 19.

IN TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 26, THENCE WEST 80 RODS; THENCE NORTH 30 RODS, MORE OR LESS, TO THE WEBER RIVER; THENCE UP SAID RIVER SOUTH 7500' EAST 20.86 CHAINS; THENCE SOUTH 8 RODS TO THE POINT OF BEGINNING.

ALSO: BEGINNING AT A POINT 11.50 CHAINS EAST FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; RUNNING THENCE NORTH 5030' WEST 7.39 CHAINS TO THE UNION PACIFIC RAILROAD FENCE; THENCE FOLLOWING SAID FENCE SOUTH 83030' EAST 24.30 CHAINS; THENCE SOUTH

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EXHIBIT "B"

DH

9000' EAST 4.66 CHAINS, MORE OR LESS, TO THE QUARTER, QUARTER LINE; THENCE WEST 24.50 CHAINS TO THE POINT OF BEGINNING.

IN TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

ALSO: THE SOUTH HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26.

ALSO: THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 27, EXCEPTING THOSE PORTIONS THEREOF CONDEMNED FOR GATEWAY CANAL IN BOOK "R" OF DEEDS, PAGE 119, AND THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN, BY DEED RECORDED IN BOOK "R" OF DEEDS, PAGE 624.

ALSO: BEGINNING AT THE CENTER OF THE SOUTHEAST QUARTER OF SECTION 27, RUNNING THENCE NORTH 8.00 CHAINS, MORE OR LESS, TO THE RIGHT OF WAY OF THE UNION PACIFIC RAILROAD COMPANY; THENCE WEST 3.50 CHAINS; THENCE SOUTH 7800' WEST ALONG SAID RIGHT-OF-WAY 17 CHAINS, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH ON SAID LINE 3 CHAINS, MORE OR LESS, TO THE QUARTER, QUARTER CORNER; THENCE EAST 20 CHAINS TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK "R" OF DEEDS, PAGE 624.

ALSO: BEGINNING AT THE CENTER OF THE SOUTHEAST QUARTER OF SECTION 27, AND RUNNING THENCE NORTH 8 CHAINS; THENCE RUNNING ALONG THE SOUTH SIDE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY EASTERLY 11.55 CHAINS; THENCE SOUTH 6 CHAINS TO THE QUARTER, QUARTER SECTION LINE; THENCE WEST 11.55 CHAINS TO THE PLACE OF BEGINNING.

ALSO: THE SOUTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28.

ALSO: ALL OF SECTION 33.

ALSO: ALL OF THE EAST HALF, AND THE EAST HALF OF THE WEST HALF OF SECTION 34.

ALSO: ALL OF SECTION 35, EXCEPTING THAT PORTION THEREOF CONDEMNED FOR GATEWAY CANAL IN BOOK "R" OF DEEDS, PAGE 119.

00081923 Bk M0158 Pg 00299

TOTAL P. 04

EXHIBIT "B"

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JAN 21
A 2 FOOT STRIP OF LAND WHICH IS DESCRIBED AS FOLLOWS: 01-004-005

PART OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1, AND RUNNING THENCE WEST ALONG THE SECTION LINE 3,696 FEET; THENCE SOUTH 2 FEET; THENCE EAST PARALLEL TO THE SECTION LINE 3,696 FEET; THENCE NORTH 2 FEET TO THE POINT OF BEGINNING. SAID PARCEL LYING SOUTH OF THE SECTION TRACT SITUATED IN SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND LYING SOUTH OF THE WEBER BASIN CANAL.

ALSO A 2 FOOT STRIP OF LAND WHICH IS DESCRIBED AS FOLLOWS: 01-004-001, 002, 005

BEGINNING AT A POINT WHICH IS 3,696 FEET WEST ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 2,675.30 FEET MORE OR LESS TO THE NORTHERLY LINE OF THE CARRIGAN TRACT SERIAL NUMBER 01-004-006; THENCE EAST 2 FEET; THENCE NORTH 2,675.30 FEET; THENCE WEST 2 FEET TO THE POINT OF BEGINNING.

ALSO A 2 FOOT STRIP OF LAND WHICH IS DESCRIBED AS FOLLOWS: 01-004-002

BEGINNING AT A POINT WHICH IS 3,696 FEET WEST ALONG THE SOUTH SECTION OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN FROM THE SOUTHEAST CORNER OF SAID SECTION 1, AND RUNNING THENCE NORTH 2,031.62 FEET; THENCE EAST 2 FEET; THENCE SOUTH 2,031.62 FEET; THENCE WEST 2 FEET TO THE POINT OF BEGINNING.

ALSO A 2 FOOT STRIP OF LAND WHICH IS DESCRIBED AS FOLLOWS: 01-004-008

BEGINNING AT A POINT WHICH IS 1,551 FEET WEST ALONG THE NORTH SECTION LINE OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, FROM THE NORTHEAST CORNER THEREOF, AND RUNNING THENCE SOUTH 1,327.26 FEET; THENCE EAST 1,551.00 FEET; THENCE NORTH 2 FEET; THENCE WEST 1,549.00 FEET; THENCE NORTH 1,325.26 FEET; THENCE WEST 2 FEET TO THE POINT OF BEGINNING.

00081923 Bk M0158 Pg 00300

All of which is located in Morgan County, Utah

EXHIBIT "C"

PH

01-064-096

A 2 FOOT STRIP OF LAND WHICH IS DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEGINNING AT A POINT WHICH IS 198 FEET WEST ALONG THE SOUTH SECTION LINE OF SAID SECTION 36 AND RUNNING THENCE NORTH 1,056.0 FEET; THENCE EAST 198 FEET; THENCE SOUTH 2 FEET; THENCE WEST 196 FEET; THENCE SOUTH 1,054.0 FEET; THENCE WEST 2 FEET TO THE POINT OF BEGINNING. BEING THAT PORTION OF THE DONALD WHITTEAR PROPERTY BELOW THE CANAL ABUTTING THE SESSIONS TRACT.

* FROM THE S.E. CORNER OF SAID SEC.

00081923 Bk M0158 Pg 00301

The foregoing is located in Morgan County, Utah

EXHIBIT "C"

PH

01-004-015
01-004-415-71, 02
PART OF THE NORTH 1/2 OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE
BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 23.50 CHAINS WEST FROM THE NORTHEAST CORNER OF SECTION
12, AND RUNNING THENCE SOUTH 20 CHAINS; THENCE WEST 32.50 CHAINS; THENCE NORTH 20
CHAINS; THENCE EAST 32.50 CHAINS TO THE POINT OF BEGINNING.

00081923 Bk W0158 Pg 00302

All of which is located in Morgan County, Utah
EXHIBIT "D"

PH

RIGHT OF WAY DESCRIPTION

Beginning at a point located on the boundary between Craig Whitear Property and the Paul and Paula Crittenden Property, 2534.85 feet South of the East Quarter Corner of Section 1, Township 4 North, Range East of the Salt Lake Base and Meridian, and running thence along the center line of said existing gravel road as it passes through said Craig Whitear Property, the following described centerline of an 80 foot right of way

South 37°12'25" West a distance of 103.32 feet;
 thence 69.81 feet along a curve to the left having a radius of 160.00 feet through a central angle of 25°0'0";
 thence South 11°41'15" West a distance of 76.24 feet;
 thence 146.61 feet along a curve to the left having a radius of 120.00 feet through a central angle of 70°0'0";
 thence South 81°41'15" West a distance of 309.33 feet;
 thence 46.08 feet along a curve to the left having a radius of 240.00 feet through a central angle of 11°0'0";
 thence North 87°18'45" West a distance of 79.64 feet;
 thence 191.99 feet along a curve to the left having a radius of 200.00 feet through a central angle of 55°0'0";
 thence South 37°41'15" West a distance of 61.12 feet;
 thence 52.36 feet along a curve to the left having a radius of 240.00 feet through a central angle of 12°30'0";
 thence South 50°11'15" West a distance of 103.85 feet;
 thence 108.91 feet along a curve to the left having a radius of 120.00 feet through a central angle of 52°0'0";
 thence South 1°48'45" East a distance of 42.43 feet;
 thence 108.91 feet along a curve to the left having a radius of 120.00 feet through a central angle of 52°0'0";
 thence South 50°11'15" West a distance of 10.23 feet;
 thence 102.63 feet along a curve to the left having a radius of 120.00 feet through a central angle of 49°0'0";
 thence South 1°11'15" West a distance of 70.49 feet;
 thence 136.14 feet along a curve to the left having a radius of 120.00 feet through a central angle of 65°0'0";
 thence South 66°11'15" West a distance of 38.86 feet;
 thence 64.93 feet along a curve to the left having a radius of 120.00 feet through a central angle of 31°0'0";
 thence South 35°11'15" West a distance of 75.86 feet;
 thence 29.32 feet along a curve to the left having a radius of 240.00 feet through a central angle of 7°0'0";
 thence South 42°11'15" West a distance of 170.47 feet;
 thence 29.32 feet along a curve to the left having a radius of 240.00 feet through a central angle of 7°0'0";
 thence South 49°11'15" West a distance of 98.11 feet;
 thence 37.70 feet along a curve to the left having a radius of 240.00 feet through a central angle of 9°0'0";
 thence South 40°11'15" West a distance of 220.62 feet;
 thence 25.14 feet along a curve to the left having a radius of 240.00 feet through a central angle of 6°0'10";
 thence South 34°11'6" West a distance of 87.85 feet;

01-004-018

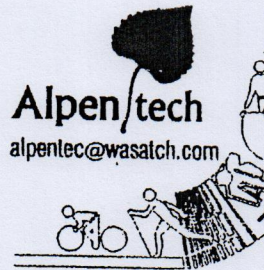
00081923 Bk M0158 Pg 00303

Peterson Creek Route from Crittenden through Whitear to Gailey Ranch Property



1" = 100'

Alpen/tech
alpentec@wasatch.com



Prepared for The Gailey Ranch Partnership, February 19, 2000 by
J.D. Gailey, L.S., Alejandro Gutierrez and Beat vonAllmen, P.E.

EXHIBIT "E"

PH