

Ent 146768 Bk 348 Pg 1031  
Date: 31-JAN-2019 3:22:43PM  
Fee: \$110.00 Check Filed By: CB  
BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: FIRST AMERICAN TITLE

WHEN RECORDED, RETURN TO:

Thomas G. Bennett  
Ballard Spahr LLP  
201 S. Main Street, Suite 800  
Salt Lake City, UT 84111-2221

5966257

Tax Parcel Nos. \_\_\_\_\_

### SPECIAL WARRANTY DEED

HICKS, LLC, a Utah limited liability company ("**Grantor**"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants against all who claim by, through or under Grantor to WASATCH PEAKS RANCH, LLC, a Delaware limited liability company ("**Grantee**"), having a mailing address of 136 E. South Temple, Suite 2425, Salt Lake City, Utah 84111, all of Grantor's ownership, right, claim, and interest in and to the following tracts of land situated in Morgan County and Davis County, Utah (the "**Property**"):

See **Exhibit A**, attached hereto and incorporated herein by this reference.

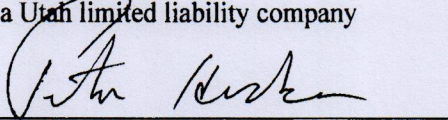
TOGETHER WITH any and all interests, rights and appurtenances thereto, including any and all improvements thereon to have and to hold forever.

GRANTOR DOES HEREBY COVENANT that Grantor is the owner of an undivided interest in fee simple of the Property and that Grantor will forever warrant and defend the right and title to the Property unto Grantee and the legal representatives, successors-in-interest, and assigns of Grantee against the claims of all persons whomsoever claiming by, through or under Grantor, but not otherwise, subject only to those matters listed on **Exhibit B**, attached hereto and incorporated herein by this reference.

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

The undersigned Grantor represents and warrants that it has the right, power, legal capacity and authority to enter into and perform this Special Warranty Deed.

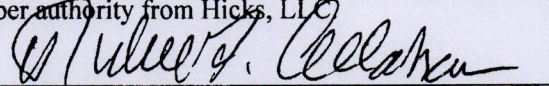
HICKS, LLC,  
a Utah limited liability company



By: Peter Hicks  
Its: Manager

COMMONWEALTH OF MASSACHUSETTS )  
 )  
 ):ss.  
COUNTY OF ESSEX )

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 Hicks, 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 and under proper authority from Hicks, LLC

  
NOTARY SIGNATURE AND SEAL

My Commissions Expires: 05-24-2024

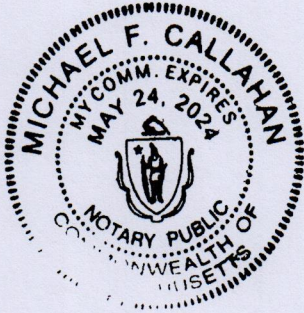


Exhibit A  
Legal Description of the Property

**PARCEL 1/2:**

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, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN.

Davis County Tax Parcel Nos. 07-007-0003 and 07-007-0004

**PARCEL 3:**

SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THE EAST HALF OF NORTHEAST QUARTER AND NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN.

Davis County Tax Parcel No. 07-008-0001

**PARCEL 4/5:**

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN.

Davis County Tax Parcel Nos. 11-168-0001 and 11-168-0002

**THE FOLLOWING PARCELS 6 THROUGH 8 LOCATED IN TOWNSHIP 3 NORTH RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN**

**PARCEL 6:**

ALL OF SECTION 2.

Morgan County Tax Parcel No. 00-0000-3408

**PARCEL 7:**

ALL OF SECTION 3.

Morgan County Tax Parcel No. 00-0000-3432

**PARCEL 8:**

ALL OF SECTION 11.

Morgan County Tax Parcel No. 00-0000-3465

**THE FOLLOWING PARCELS 9 THROUGH 25 LOCATED IN TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN**

**PARCEL 9:**

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.

Morgan County Tax Parcel No. 00-0001-1526

**PARCEL 10:**

ALL OF SECTION 2.

Morgan County Tax Parcel No. 00-0001-1559

**PARCEL 11:**

ALL OF SECTION 3.

Morgan County Tax Parcel No. 00-0001-1583

**PARCEL 12:**

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

Morgan County Tax Parcel No. 00-0001-1617

**PARCEL 13:**

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.

Morgan County Tax Parcel No. 00-0001-1666

**PARCEL 14:**

ALL OF SECTION 10.

Morgan County Tax Parcel No. 00-0001-1690

**PARCEL 15:**

ALL OF SECTION 11.

Morgan County Tax Parcel No. 00-0001-1724

**PARCEL 16:**

THE SOUTH HALF AND THE SOUTH HALF OF THE NORTH HALF OF SECTION 12.

Morgan County Tax Parcel No. 00-0001-1773

**PARCEL 17:**

ALL OF SECTION 13.

Morgan County Tax Parcel No. 00-0001-1849

**PARCEL 18:**

THE WEST HALF AND THE SOUTHEAST QUARTER OF SECTION 14.

Morgan County Tax Parcel No. 00-0001-1872

**PARCEL 19:**

ALL OF SECTION 15.

Morgan County Tax Parcel No. 00-0001-1922

**PARCEL 20:**

THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 22.

Morgan County Tax Parcel No. 00-0001-1963

**PARCEL 21:**

ALL OF SECTION 23.

Morgan County Tax Parcel No. 00-0001-2003

**PARCEL 22:**

THE WEST HALF AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 26.

Morgan County Tax Parcel No. 00-0001-2276

**PARCEL 23:**

ALL OF SECTION 27.

Morgan County Tax Parcel No. 00-0001-2292

**PARCEL 24:**

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

Morgan County Tax Parcel No. 00-0001-2409

**PARCEL 25:**

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36.

Morgan County Tax Parcel No. 00-0001-2466

**THE FOLLOWING PARCEL 26 LOCATED IN TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN**

**PARCEL 26:**

THE NORTHWEST QUARTER OF SECTION 19. EXCEPTING THEREFROM THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AS RECORDED AUGUST 11, 2011, AS ENTRY NO 123753, IN BOOK 292 AT PAGE 1336 DEEDED TO WEBER BASIN WATER CONSERVANCY DISTRICT.

Morgan County Tax Parcel No. 00-0001-6517

**THE FOLLOWING PARCELS 27 THROUGH 31, 33, 34, 37, and 38 LOCATED IN TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN**

**PARCEL 27:**

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 75°00' EAST 20.86 CHAINS; THENCE SOUTH 8 RODS TO THE POINT OF BEGINNING. LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292, AT PAGE 1337 AND IN BOOK 297 AT PAGE 794.

Morgan County Tax Parcel No. 00-0002-6185

**PARCEL 28:**

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 5°30' WEST 7.39 CHAINS MORE OR LESS TO UNION PACIFIC RAILROAD FENCE; THENCE FOLLOWING SAID FENCE SOUTH 83° 30' EAST 24.30 CHAINS; THENCE SOUTH 9°00' EAST 4.66 CHAINS, MORE OR LESS, TO THE QUARTER, QUARTER LINE; THENCE WEST 24.50 CHAINS TO THE POINT OF BEGINNING.

Morgan County Tax Parcel No. 00-0002-6177

**PARCEL 29:**

THE SOUTH HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794 AND IN MISC BOOK 4 AT PAGE 512, AS ENTRY NUMBERS 31973 AND 31974.

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297, PAGE 794.

Morgan County Tax Parcel No. 00-0002-6227

**PARCEL 30:**

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 RAIL ROAD COMPANY; THENCE WEST 3.50 CHAINS; THENCE SOUTH 78°00' 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, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH

RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET MORE OR LESS TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING.

Morgan County Tax Parcel No. 00-0002-6292

**PARCEL 31:**

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, RUNNING THENCE NORTH 80 RODS; THENCE WEST 660 FEET; THENCE SOUTH 660 FEET; THENCE WEST 1320 FEET; THENCE NORTH 660 FEET; THENCE WEST 660 FEET; THENCE SOUTH 80 RODS; THENCE EAST 160 RODS TO THE POINT OF BEGINNING.

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET MORE OR LESS TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING.

Morgan County Tax Parcel No. 00-0002-6334

**PARCEL 33:**

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

Morgan County Tax Parcel No. 00-0002-6375

**PARCEL 34:**

BEGINNING 1320 FEET NORTH AND 660 FEET WEST FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN;

THENCE SOUTH 660 FEET; THENCE WEST 1320 FEET; THENCE NORTH 660 FEET; THENCE EAST 1320 FEET TO BEGINNING.

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, AT PAGE 624, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET MORE OR LESS TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794.

Morgan County Tax Parcel No. 00-0002-6391

**PARCEL 37:**

ALL OF THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 34, EXCEPTING THEREFROM LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT PROPERTY SERIAL NUMBER 01-005-071-NA, AS RECORDED IN BOOK R OF DEEDS PAGES 119 THROUGH 122 DESCRIBED AS FOLLOWS: A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4NW1/4) OF SECTION THIRTY-FOUR (34) TOWNSHIP FIVE (5) NORTH, RANGE ONE (1) EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE VENDOR'S PROPERTY, ALSO BEING A POINT ON THE NORTH LINE OF SAID SECTION 34, FROM WHICH POINT THE NORTH QUARTER CORNER OF SAID SECTION 34 BEARS NORTH 88°48' EAST FOUR HUNDRED SEVENTEEN AND FOUR-TENTHS (417.4) FEET, AND RUNNING THENCE SOUTH 49°16' WEST TWO HUNDRED EIGHTY-THREE AND SEVEN TENTHS (283.7) FEET; THENCE NORTH 53°51' WEST TWO HUNDRED NINETY-SEVEN AND FIVE-TENTHS (297.5) FEET TO THE NORTH LINE OF SAID SECTION 34; THENCE NORTH 88°48' EAST ALONG THE NORTH LINE OF SAID SECTION 34, FOUR HUNDRED FIFTY-FIVE AND THREE-TENTHS (455.3) FEET TO THE POINT OF BEGINNING.

Morgan County Tax Parcel No. 00-0002-6722



**PARCEL 38:**

ALL OF SECTION 35, EXCEPTING THAT PORTION THEREOF CONDEMNED FOR GATEWAY CANAL IN BOOK R OF DEEDS, PAGES 119 THROUGH 122. ALSO LESS DEEDED TO WEBER BASIN WATER CONSERVANCY DISTRICT IN BOOK 292 AT PAGE 1337 AND BOOK 297, AT PAGE 794.

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794.

Morgan County Tax Parcel No. 00-0002-6805

Parcels 1/2, 3, 4/5 and 6 through 38 are conveyed TOGETHER WITH any and all easements, rights-of-way, and other appurtenant interests as created and conveyed by the following:

1. Grant of Easement (Trunk Easement - Gailey), dated March 10, 2000 and recorded in the official records of the Morgan County, Utah Recorder on March 23, 2000 as Entry No. 81921, in Book M158, at Page 236; amended by that certain Amendment to Grant of Easement (Trunk Easement) dated December 12, 2002 and recorded in the official records of the Morgan County, Utah recorder on January 29, 2003 as Entry No. 90669, Book 188, Page 376.
2. Grant of Easement (Additional Easement - Upper Sessions Route - Gailey), dated March 10, 2000 and recorded in the official records of the Morgan County, Utah Recorder on September 14, 2000 as Entry No. 83218 in Book M162 at Page 369.
3. Grant of Easement (Additional Easement - Lower Sessions Route - Gailey), dated March 10, 2000, and recorded in the office of the Morgan County, Utah, Recorder on March 23, 2000 as Entry No. 81925 in Book M158 at page 326.
4. Grant of Easement (Additional Easement - Upper Sessions Route - Gailey No. 2), dated March 10, 2000, and recorded in the office of the Morgan County, Utah, Recorder on September 20, 2000 as Entry No. 83217 in Book M162 at page 349.
5. Grant of Easement (Additional Easement - Peterson Creek Route), dated March 10, 2000 and recorded in the official records of the Morgan County, Utah Recorder on March 23, 2000 as Entry No. 00081923 in Book M0158 at Page 282.

**Exhibit B**  
Permitted Exceptions

1. Taxes for the year 2019 a lien not yet due.
  
2. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded in the Official Records of Davis County, Utah as follows:
  - a. Dated: April 24, 2002, Recorded: May 10, 2002, Entry No. 1752240 in Bk 3041 at Pg. 381
  - b. Dated: December 31, 2013, Recorded: January 20, 2012, Entry No. 2788068, in Bk 5946 at Pg. 153
  - c. Dated: April 2, 2009, Recorded: April 30, 2009, Entry No. 2446449, in Bk 4766 at Pg. 248
  - d. Dated: April 2, 2009, Recorded: April 30, 2009, Entry No. 2446450, in Bk 4766 at Pg. 249
  - e. Dated: April 6, 2011, Recorded: November 22, 2011, Entry No. 2628698, in Bk 5404 at Pg. 976
  - f. Dated: April 24, 2002, Recorded: May 10, 2002, Entry No. 1752241, in Bk 3041 at Pg. 382
  - g. Dated: April 4, 2015, Recorded: February 20, 2015, Entry No. 2899442 in Bk 6208 at Pg 374
  - h. Dated: December 13, 1997, Recorded: December 29, 1997, Entry No. 1370638, in Bk 2221 at Pg. 60
  - i. Dated: January 12, 2012, Recorded: March 20, 2012, Entry No. 2650192, in Bk 5482 at Pg. 594
  
3. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded in the Official Records of Morgan County, Utah as follows:
  - a. Dated: June 15, 2009, Recorded: June 29, 2009 Entry No. 117303, in Bk 278 at Pg 1819
  - b. Dated: June 15, 2009, Recorded: July 15, 2009, Entry No. 117538, in Bk 279 at Pg 714
  - c. Dated: May 15, 2002 Recorded: July 19, 2012, as Entry No. 126396, in Bk 299 at Pg. 114  
Dated: February 18, 1999 Recorded: February 18, 1999 as Entry No. 78466 in Bk 147 at Pg. 476
  - d. Dated: June 26, 2008 Recorded: July 22, 2008 as Entry No. 113008 in Bk 267 at Pg. 279  
Dated: June 15, 2009 Recorded: August 12, 2009, Entry No. 117841 in Bk 279 at Pg. 1906
  - e. Dated May 26, 2011 Recorded June 7, 2011 as Entry No. 123366 in Bk 291 at Pg. 1613
  - f. Dated: June 7, 2011 Recorded: June 7, 2011 as Entry No. 123374 in Bk 291 at Pg. 1634
  - g. Dated: April 15, 2002 Recorded: April 26, 2002 as Entry No. 88078 in Bk 179 at Pg. 1062
  - h. Dated: July 10, 2006 Recorded: August 7, 2006 as Entry No. 103943 in Bk 233 at Pg. 800
  - i. Dated: June 21, 2006 Recorded: July 5, 2006 as Entry No. 103553 in Bk 232 at Pg. 291  
Dated: July 15, 2000 Recorded: September 6, 2000 as Entry No. 83157 in Bk M162 at Pg. 176

- j. Dated: May 10, 2001 Recorded: September 18, 2001, Entry No. 86094 in Bk 173 at Pg. 425
  - k. Dated July 22, 2008 Recorded: July 22, 2008 as Entry No. 113008 in Bk 267 at Pg 279
4. The Land is included within the boundaries of the following and is subject to any charges and assessments levied as a result of services provided. (No charges or assessments are now due or payable.)
- l. Weber Basin Water Conservancy District;
  - m. Mosquito Abatement District;
  - n. Special Service Area;
  - o. Davis County Library.
5. The Land is included within the boundaries of the following and is subject to any charges and assessments levied as a result of services provided. (No charges or assessments are now due or payable.)
- p. Morgan county;
  - q. Weber Basin Water Conservancy District.
6. Morgan County Reinvestment & Renewal Agency Boundary Plat recorded March 13, 2017 as Entry No. 141018 in Book 334 at Page 439 of Official Records. (No charges or assessments are now due or payable.)
7. EASEMENT AND CONDITIONS CONTAINED THEREIN  
Grantor: THORNLEY LAND AND LIVESTOCK COMPANY  
Grantee: UINTA PIPE LINE COMPANY  
Purpose: A right of way to lay, maintain, operate, repair or remove a pipe line and erect, maintain, operate, repair, or remove a telephone or telegraph lines  
Dated: February 14, 1929  
Recorded: April 2, 1929  
Entry Number: 14160  
Book: Misc 1 Page: 332
- a. ASSIGNMENT OF RIGHT OF WAYS by and between Grantor: MOUNTAIN FUEL SUPPLY COMPANY  
Grantee: MOUNTAIN FUEL RESOURCES, INC.  
Recorded: September 20, 1984  
Book: M46 Page: 126
  - b. An Agreement Of Consolidation And Merger, Articles and Certificate of Incorporation of The Mountain Fuel Supply Company  
Dated: January 15, 1936  
Recorded: December 31, 1935  
Entry Number: 17121  
Book: Misc 2 Page: 54
  - c. Supplemental Easement Agreement  
Dated: July 17, 2018

Recorded: July 17, 2018

Entry Number: 145309

Book: 345 Page: 30

8. EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantee: PETERSON PIPELINE COMPANY

Purpose: Ingress, egress and regress, for the purpose of digging a trench, laying a pipe line, filling trench and to repair, maintain or remove pipe along a strip of land one rod wide, more or less.

Recorded: June 26, 1936

Entry Number: 17444

Book: Misc 2 Page: 96

- a. A Quit Claim Deed by and between Peterson Pipe Line Association as grantor, and Peterson Pipeline Association, A Corporation as grantee, dated February 28, 1992, recorded March 2, 1992 as Entry No. 61369 in Book M84 at page 433 of official records

9. EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor: JOHN R. GAILEY

Grantee: UTAH OIL REFINING COMPANY, ITS SUCCESSORS AND ASSIGNS

Purpose: Lay, maintain, inspect, operate, replace, change or remove a pipe line for the transportation of oil, gas, gasoline or other petroleum products, and also the right to erect, install, maintain, inspect, operate and remove telegraph and telephone lines and the equipment and apparatus therefore.

Dated: September 19, 1939

Recorded: November 20, 1939

Entry Number: 19163

Book: Misc. 2 Page: 261

- a. SAID RIGHT OF WAY AND EASEMENT WAS ASSIGNED TO UTAH OIL REFINING COMPANY, A DELAWARE CORPORATION

Dated: July 13, 1956

Recorded: November 7, 1956

Entry Number: 28451

Book: MISC. 4 Page: 87

- b. SAID RIGHT OF WAY AND EASEMENT WAS ASSIGNED TO SERVICE PIPELINE COMPANY, A MAINE CORPORATION

Dated: June 1, 1957

Recorded: February 3, 1958

Entry Number: 29153

Book: MISC. 4 Page: 150

- c. MEMORANDUM OF ASSIGNMENT:

Assignor: Rocky Mountain Pipeline System, LLC Assignees: SLC Pipeline, LLC

Dated: March 2, 2009

Recorded: October 01, 2009

Entry No. 118296

Book: 280 Page: 1555

d. AMENDMENT OF RIGHT OF WAY CONTRACT

Grantor: GAILEY RANCH, L.L.C., A UTAH LIMITED LIABILITY COMPANY AND SINCLAIR REAL ESTATE COMPANY, A WYOMING CORPORATION, SUCCESSOR IN INTEREST TO SINCLAIR OIL CORPORATION, A WYOMING CORPORATION

Grantee: ROCKY MOUNTAIN PIPELINE SYSTEM LLC, A DELAWARE LIMITED LIABILITY COMPANY

Purpose: to lay, construct, operate, maintain, repair, inspect, patrol (including aerial patrol), alter relocate, remove, replace and repair two (2) pipelines for the transportation of oil, gas, water, and any product or byproduct thereof, or any substance which can be transported through pipelines, and all appurtenances, including cathodic protection, equipment and facilities necessary or incidental thereto, including without limitation telecommunication cable and equipment and minor above ground appurtenances such as valves, test lead posts and markers (the pipeline and all appurtenances hereinafter referred to as the "pipeline") on, over, across and through lands owned by grantor, or in which grantor has an interest.

Dated: July 20, 2011

Recorded: July 27, 2011

Entry Number: 123636

Book: 292 Page: 839

e. Second Amendment of Right of Way Contract

Dated: March 3, 2017

Recorded: March 23, 2017

Entry Number: 141129

Book: 334 Page: 927

10. EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor: JOHN R. GAILEY, H.J. BARNES AND EVA L. BARNES, JOHN W. ROBINS AND CORA B. ROBINS, HIS WIFE, etal

Grantee: UTAH POWER AND LIGHT COMPANY

Purpose: Construct, operate, maintain and repair electric transmission and/or distribution system, under, upon and across the above

Dated: November 26, 1947

Recorded: April 19, 1948

Entry Number: 23444

Book: Misc 3 Page: 39

11. EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor: JOHN R. GAILEY, AN UNMARRIED MAN, H.J. BARNES AND EVA L. BARNES, his wife, and JOHN W. ROBINS and CORA B. ROBINS, his wife as Grantors.

MOUNTAIN FUEL SUPPLY COMPANY, its successors and assigns, fka UINTAH PIPELINE Grantees.

Purpose: Does hereby for themselves, their heirs, successors and assigns, grant unto Mountain Fuel Supply Company, a corporation of the State of Utah, its successors and assigns, the right and privilege to use as a roadway a strip of land for the transportation of supplies, materials and for use as a driveway of all kinds of vehicles used in the building, operating, maintenance, repairing and

removing gas pipe lines and telephone lines. The said roadway is to be placed at a location mutually agreed upon by grantors and grantee and is to be located so as to give access to the present location of the pipe lines and telephone lines, the said roadway crossing said property.

Dated: October 19, 1950

Recorded: August 9, 1951

Entry Number: 25063 Book: Misc 3 Page: 251

a. ASSIGNMENT OF RIGHT OF WAY BY AND BETWEEN GRANTOR: MOUNTAIN FUEL SUPPLY COMPANY GRANTEE: QUESTAR PIPELINE COMPANY

Dated: May 27, 1997

Recorded: May 28, 1997

Entry Number: 72895

Book: M128 Page: 80

12. WARRANTY DEED OF EASEMENT

By and Between: HERBERT J. BARNES, JOHN W. ROBINS, CORA B. ROBINS, HIS WIFE, as grantors and THE UNITED STATES OF AMERICA, as grantee

Purpose: Construction and maintenance of the Gateway Canal

Dated: May 27, 1997

Recorded: February 25, 1963

Entry Number: 31973

Book: Misc 4 Page: 512

13. WARRANTY DEED OF EASEMENT

By and Between: HAROLD J. GAILEY, LOUISE B. GAILEY, CLYDE H. GAILEY, RAMONA H. GAILEY, HIS WIFE, as grantors, and THE UNITED STATES OF AMERICA, as grantee

Purpose: Construction and maintenance of the Gateway Canal

Dated: January 19, 1963

Recorded: February 25, 1963

Entry Number: 31974

Book: Misc 4 Page: 512

14. EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor: THORNLEY LAND AND LIVESTOCK

Grantee: UINTA PIPE LINE COMPANY

Purpose: Maintain, operate and remove that certain gas pipe line, together with the gates, gate boxes and other appurtenances used in connection therewith, and to maintain, operate and remove those certain telegraph and telephone lines as said pipe line and telegraph and telephone lines are now located, together with the right of ingress and egress to and from said right of way upon, over through the before described property.

Dated: June 14, 1932

Recorded: July 1, 1932

Entry Number: 15455

Book: M Page: 193

- a. An Agreement of Consolidation and Merger and Articles and Certificate of Incorporation of the Mountain Fuel Supply Company, dated November 22, 1935, recorded December 31, 1935 as Entry No. 17121 in Book Misc 2 Page 54.
- b. Supplemental Easement Agreement  
Dated: July 17, 2018  
Recorded: July 17, 2018  
Entry Number: 145309  
Book: 345 Page: 30

15. EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor: THORNLEY LAND AND LIVESTOCK COMPANY

Grantee: UINTAH PIPE LINE COMPANY

Purpose: Release and discharge Uintah Pipe Line Company from any and all damage or claim of damage which it has or may claim to have against said Uintah Pipe Line Company.

Dated: June 14, 1932

Recorded: July 1, 1932

Entry Number: 15456

Book: M Page: 194

16. EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor: CLYDE H. GAILEY AND HAROLD J, GAILEY AND ESTATE OF H.J. BARNES

Grantee: PIONEER PIPE LINE COMPANY, ITS SUCCESSORS AND ASSIGNS

Purpose: The right to construct, maintain, operate, repair, rebuild, and remove underground communication cables, and such other facilities and appurtenances as may from time to time be necessary to the proper installation, operation, and maintenance of such cables, together with the right of ingress and egress to and from the same, upon, under and across the before described land.

Dated: March 18, 1986 Recorded: May 8, 1986

Entry Number: 53259

Book: M53 Page: 122

17. EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor: CLYDE H. GAILEY AND HAROLD J. GAILEY, J. CANUTE BARNES AND BARBARA GILLESPIE

Grantee: PIONEER PIPE LINE COMPANY, ITS SUCCESSORS AND ASSIGNS

Purpose: Construct, maintain, operate, repair, rebuild, and remove underground communication cables, and such other facilities and appurtenances as may from time to time be necessary to the proper installation, operation, and maintenance of such cables, together with the right of ingress and egress to and from the same, upon, under and across the before described land

Dated: March 27, 1986 Recorded: May 8, 1986

Entry Number: 53260

Book: M53 Page 124

18. EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor: CLYDE H. GAILEY, HAROLD J. GAILEY, J. CANUTE BARNES AND BARBARA GILLESPIE Grantee: PIONEER PIPELINE COMPANY

Purpose: Construct, maintain, operate, repair, rebuild, and remove underground communication cables, and such other facilities and appurtenances as may from time to time be necessary to the proper installation, operation, and maintenance of such cables, together with the right of ingress and egress to and from the same, upon, under and across the before described land.

Dated: April 1, 1986

Recorded: May 8, 1986

Entry Number: 53261

Book: M53 Page: 126

19. EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor; CLYDE H. GAILEY, HAROLD J. GAILEY, J. CANUTE BARNES AND BARBARA GILLESPIE

Grantee: PIONEER PIPE LINE COMPANY, ITS SUCCESSORS AND ASSIGNS

Purpose: Construct, maintain, operate, repair, rebuild, and remove underground communication cables, and such other facilities and appurtenances as may from time to time be necessary to the proper installation, operation, and maintenance of such cables, together with the right of ingress and egress to and from the same, upon, under and across the before described land.

Dated: March 18, 1986 Recorded: May 8, 1986

Entry Number: 53262

Book: M53 Page 128

20. EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor: CLYDE H. GAILEY, HAROLD J. GAILEY, J. CANUTE BARNES AND BARBARA GILLESPIE Grantee: PIONEER PIPE LINE COMPANY, ITS SUCCESSORS AND ASSIGNS

Purpose: construct, maintain, operate, repair, rebuild, and remove underground communication cables, and such other facilities and appurtenances as may from time to time be necessary to the proper installation, operation, and maintenance of such cables, together with the right of ingress and egress to and from the same, upon, under and across the before described land.

Dated: March 27, 1986 Recorded: May 8, 1986

Entry Number: 53263

Book: M53 Page: 130

21. EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor: CLYDE H. GAILEY, HAROLD J. GAILEY, J. CANUTE BARNES AND BARBARA GILLESPIE Grantee: PIONEER PIPE LINE COMPANY

Purpose: construct, maintain, operate, repair, rebuild, and remove underground communication cables, and such other facilities and appurtenances as may from time to time be necessary to the proper installation, operation, and maintenance of such cables, together with the right of ingress and egress to and from the same, upon, under and across the before described land.

Dated: April 17, 1986

Recorded: May 8, 1986



Entry Number: 53264

Book: M53 Page: 132

22. EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor: CLYDE H. GAILEY AND HAROLD J. GAILEY, J.

Grantee: PIONEER PIPE LINE COMPANY, ITS SUCCESSORS AND ASSIGNS

Purpose: Construct, maintain, operate, repair, rebuild, and remove underground communication cables, and such other facilities and appurtenances as may from time to time be necessary to the proper installation, operation, and maintenance of such cables, together with the right of ingress and egress to and from the same, upon, under and across the before described following

Dated: March 18, 1986

Recorded: May 8, 1986

Entry Number: 53265

Book: M53 Page: 134

23. EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor: HAROLD J. GAILEY FAMILY PARTNERSHIP

Grantee: PIONEER PIPE LINE COMPANY, ITS SUCCESSORS AND ASSIGNS

Purpose: An easement to lay, maintain, inspect, alter, repair, operate, protect, remove and relay a pipeline or pipelines, for the transportation of oil and gas and products and by-products thereof, water and other substances, and such drips, valves, fittings, meters and equipment and appurtenances as may be necessary or convenient for such operations and if necessary to construct, maintain, operate and remove and replace communication and control facilities upon, over, through and under the before described property.

Dated: December 7, 1992

Recorded: December 28, 1992

Entry Number: 62894

Book: M91 Page: 234

24. EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor: H.J. BARNES

Grantee: PIONEER PIPE LINE COMPANY, A DELAWARE CORPORATION

Purpose: An easement to lay, maintain, inspect, alter, repair, operate, protect, remove and relay a pipeline or pipelines, for the transportation of oil and gas and products and by-products thereof, water and other substances, and such drips, valves, fittings, meters and equipment and appurtenances as may be necessary or convenient for such operations and if necessary to construct, maintain, operate and remove and replace communication and control facilities upon, over, through and under the before described property.

Dated: November 19, 1992

Recorded: December 28, 1992

Entry Number: 62895

Book: M91 Page: 237

25. EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor: J. CANUTE BARNES AND BARBARA GILLESPIE

Grantee: PIONEER PIPE LINE COMPANY, ITS SUCCESSORS AND ASSIGNS

Purpose: An easement to lay, maintain, inspect, alter, repair, operate, protect, remove and relay a pipeline or pipelines, for the transportation of oil and gas and products and by-products thereof, water and other substances, and such drips, valves, fittings, meters and equipment and appurtenances as may be necessary or convenient for such operations and if necessary to construct, maintain, operate and remove and replace communication and control facilities upon, over, through and under the before described property.

Dated: November 19, 1992

Recorded: December 28, 1992

Entry Number: 62896

Book: M91 Page: 240

26. EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor: HAROLD J. GAILEY FAMILY PARTNERSHIP AND CLYDE H. GAILEY

Grantee: PIONEER PIPE LINE COMPANY, ITS SUCCESSORS AND ASSIGNS

Purpose: An easement to lay, maintain, inspect, alter, repair, operate, protect, remove and relay a pipeline or pipelines, for the transportation of oil and gas and products and by-products thereof, water and other substances, and such drips, valves, fittings, meters and equipment and appurtenances as may be necessary or convenient for such operations and if necessary to construct, maintain, operate and remove and replace communication and control facilities upon, over, through and under the before described property.

Dated: December 7, 1992

Recorded: February 1, 1993

Entry Number: 63068

Book: M92 Page: 94

27. RIGHT OF WAY AND EASEMENT GRANT in favor of Mountain Fuel Supply Company

Dated: April 24, 1964

Recorded: May 4, 1964

Entry Number: 32806

Book: Misc 4, Page: 605

Dated: April 15, 1964

Recorded: May 6, 1964

Entry Number: 32815

Book: Misc 4 Page: 607

a. ASSIGNMENT OF RIGHT OF WAYS by and between:

Grantor: MOUNTAIN FUEL SUPPLY COMPANY

Grantee: MOUNTAIN FUEL RESOURCES, INC.

Dated: June 29, 1984

Recorded: September 20, 1984

Entry Number: 52302

Book: M46 Page: 126

b. Supplemental Easement Agreement

Dated: July 17, 2018

Recorded: July 17, 2018

Entry Number: 145309

Book: 345 Page: 30

(The following exception affects Parcels 30 through 34, and 38) (exact location not disclosed)  
EASEMENT DEED AND CONDITIONS CONTAINED THEREIN GRANTOR: UNION  
PACIFIC LAND RESOURCES CORPORATION

Grantee: WTG-WEST, INC. A CORPORATION

Purpose: To construct at any and all times and to maintain roads, highway,  
railroad tracks, pipelines and telephone, telegraph and electric power pole and wire lines, over,  
under and across (but in such a way as not unreasonable to interfere with) said cable system of  
grantee.

Dated: October 10, 1988

Recorded: May 15, 1989

Entry Number: 57703

Book: M70 Page: 100

28. TERMS AND PROVISIONS OF THAT CERTAIN GRANT OF EASEMENT AND  
CONDITIONS CONTAINED THEREIN

Grantor: DONALD J. WHITEAR, INDIVIDUALLY AND AS TRUSTEE OF THE DONALD  
AND LARAINÉ 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 LARAINÉ S. WHITEAR, INDIVIDUALLY AND AS TRUSTEE OF  
THE DONALD AND LARAINÉ WHITEAR FAMILY TRUST DATED THE 28TH DAY OF  
OCTOBER, 1996

Grantee: MORGAN VALLEY, LLC, A UTAH LIMITED LIABILITY COMPANY

Purpose: 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.

Dated: March 10, 2000

Recorded: March 23, 2000

Entry Number: 81920

Book: M158 Page: 212

- a. Amendment to Grant of Easement (Trunk Easement), dated December 12, 2002 recorded  
January 29, 2003 as Entry No. 090670 in Book 188 at Page 383

29. TERMS AND PROVISIONS OF THAT CERTAIN GRANT OF EASEMENT AND  
CONDITIONS CONTAINED THEREIN

Grantor: DONALD J. WHITEAR, INDIVIDUALLY AND AS TRUSTEE OF THE DONALD  
AND LARAINÉ 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 LARAINÉ S. WHITEAR, INDIVIDUALLY AND AS TRUSTEE OF

THE DONALD AND LARAINÉ WHITEAR FAMILY TRUST DATED THE 28TH DAY OF OCTOBER, 1996

Grantee: MORGAN VALLEY, LLC, A UTAH LIMITED LIABILITY COMPANY

Purpose: 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.

Dated: March 10, 2000

Recorded: March 23, 2000

Entry Number: 81922

Book: M158 Page: 260

30. TERMS AND PROVISIONS OF THAT CERTAIN GRANT OF EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor: DONALD J. WHITEAR, INDIVIDUALLY AND AS TRUSTEE OF THE DONALD AND LARAINÉ 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 LARAINÉ S. WHITEAR, INDIVIDUALLY AND AS TRUSTEE OF THE DONALD AND LARAINÉ WHITEAR FAMILY TRUST DATED THE 28TH DAY OF OCTOBER, 1996

Grantee: MORGAN VALLEY, LLC, A UTAH LIMITED LIABILITY COMPANY

Purpose: 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.

Dated: March 10, 2000

Recorded: March 23, 2000

Entry Number: 81924

Book: M158 Page 304

31. TERMS AND PROVISIONS OF THAT CERTAIN GRANT OF EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor: DONALD J. WHITEAR, INDIVIDUALLY AND AS TRUSTEE OF THE DONALD AND LARAINÉ 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 LARAINÉ S. WHITEAR, INDIVIDUALLY AND AS TRUSTEE OF THE DONALD AND LARAINÉ WHITEAR FAMILY TRUST DATED THE 28TH DAY OF OCTOBER, 1996

Grantee: MORGAN VALLEY, LLC, A UTAH LIMITED LIABILITY COMPANY

Purpose: 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.

Dated: March 10, 2000

Recorded: September 14, 2000

Entry Number: 83219

Book: M162 Page 390

32. Declaration of Development and Use Restrictions and Grant of Right of First Refusal  
Dated: March 10, 2000  
Recorded: March 23, 2000  
Entry Number: 81929  
Book: M158 Page: 381
  
33. Final Order of Condemnation, Civil No. 668  
Dated: May 3rd, 1955  
Recorded: May 10, 1955  
Entry Number: 27401  
Book: Misc 3 Page: 540, referring to a 33 foot wide strip of land awarded to Pioneer Pipe Line Company.
  - a. Amendment of Right of Way Contract  
Dated: September 11, 2013  
Recorded: October 14, 2013  
Entry Number: 130616  
Book: 309 Page: 462
  
34. Right of Way and Easement Grant in favor of Dominion Energy Questar Pipeline, LLC recorded July 17, 2018 as Entry No. 145308 in Book 345 at Page 26 of Official Records.
  
35. Easement Deed by Court Order in Settlement of Landowner action by and between Moyle, LLC the Michael C. North Family Trust and Delle Auto Truck Stop, Inc., for themselves and all others similarly situated as plaintiffs and Level 3 Communications, LLC, Sprint Communications Company, L.P. and Qwest Communications Corporation, Defendants, dated August 9, 2013, recorded November 4, 2013 as Entry No. 130792 in Book 309 at Page 1214 of Official Records.
  
36. Easement Deed by Court Order in Settlement of Landowner action by and between Moyle, LLC the Michael C. North Family Trust and Delle Auto Truck Stop, Inc., for themselves and all others similarly situated as plaintiffs and Level 3 Communications, LLC, Sprint Communications Company, L.P. and Qwest Communications Corporation, Defendants, Dated August 9, 2013, recorded November 19, 2013 as Entry No. 130899 in Book 309 at Page 1775 of Official Records.
  
37. A Pipeline Easement in favor of Peterson Pipeline Association, dated August 8, 1949, recorded January 9, 1951 as Entry No. 24829 in Book Misc 3 at Page 236 of Official Records.
  - a. Assigned by a Quit Claim Deed by and between Peterson Pipe Line Association as grantor, and Peterson Pipeline Association, A Corporation as grantee, dated February 28, 1992, recorded March 2, 1992 as Entry No. 61369 in Book M84 at page 433 of official records
  
38. Subject to the following matters disclosed on that certain survey prepared by PSOMAS, having been certified under the date of June 8, 2018, as Job No. 85PG020100, by \_\_\_\_\_, a Registered Land Surveyor holding License No. \_\_\_\_\_:

- a. Deed overlap with Soderby LTD affecting Parcel 28, as shown on the survey. See page 9 of survey.
  - b. Fence encroachments as shown on pages 9, 10, 12, 13, 14, and 15, as shown on the survey.
  - c. Deed overlap with property owned by Mass Family LLC affecting Parcels 28,29,31 and 33.
  - d. Possible deed overlap and Fence line encroachments affecting Parcels 39 and 40 of the survey. See pages 12 of survey. (Affects the East and Northeast Boundary)
  - e. Fence line encroachment across the West boundary of Parcel 41 and Parcel 9. See page 13 of survey.
  - f. The two easements described as Parcel 41 of the Land are not Contiguous, and there are no rights of access across or over the land owned by the United States Government and/or Weber Basin Water Conservancy District. (See page 13 of survey).
  - g. Coverage as to Parcel 42 is limited to Township 4 North, Range 1 East, SLB & M.
  - h. Existing trails or dirt roads as shown.
  - i. Existing ponds and creeks.
  - j. Existing fence lines on to adjacent property as shown on sheet 19 affecting the North 65 acres of parcel 16.
  - k. Bohman Pipeline as shown across parcels 16 and 42.
  - l. This Land may be subject to other items when the survey is completed.
39. Any right, title or interest of The Utah Department of Transportation and the Union Pacific railroad.
40. An easement to lay, maintain, operate, repair or remove telephone or telegraph lines and incidental purposes, dated February 21, 1929, recorded April 2, 1929, July 19, 1929 and September 11, 1929 as Entry No. 14158, 14159, 14274 and 14341 in Book 1 of Misc at Page 330, 331, 352 and 373 of Official Records.
- a. Agreement of Consolidation and Merger by and between: Uinta Pipe Line Company and Mountain Fuel Supply Company, etal, dated April 1, 1935, recorded December 31, 1935 as Entry number 17121, Book: 2 of Misc page: 54.
  - b. Assignment of Right of Way easement and conditions contained therein dated; June 29, 1984 Assignor: Mountain Fuel Supply Company Assignee: Mountain Fuel Resources, Inc. recorded: September 20, 1984 Entry number: 67302 Book: M46 Page: 126.
41. An easement to construct, operate, maintain and repair electric transmission and/or distribution system, under, upon and across the above and incidental purposes, dated September 22, 1947, recorded April 19, 1948 and August 4, 1954 as Entry No. 23446, 23447 and 26778 in Book Misc 3 at Page 41, 42 and 488 of Official Records.
42. An easement to construct, operate, maintain and repair electric transmission and/or distribution system, under, upon and across the above and incidental purposes, dated September 22, 1947, recorded April 19, 1948 as Entry No. 23448 in Book Misc 3 at Page 43 of Official Records.

43. Assignment of Easement and Conditions contained therein dated: November 27, 1948 Assignor: Roland Bohman Assignee: Peterson Pipeline Association recorded: January 9, 1951 Entry number: 24821 Book: Misc 3 Page: 230.
44. Assignment of Easement and Conditions contained therein dated: November 27, 1948 Assignor: Victor Hugo Bohman Assignee: Peterson Pipe Line Association recorded: January 9, 1951 Entry number: 24820 Book: Misc 3 Page: 229.
45. Easement and Conditions contained therein Grantor: Donald J. Whitear Grantee: Williams Telecommunications Company Purpose: Communications Right of Way Dated: July 18, 1986 recorded: July 31, 1986 Entry number: 63651 Book: M54 Page: 538.
46. Easement and Conditions contained therein Grantor: Dean W. Morgan and Helen R. Morgan, Irven Walker Carrigan and Althea S. Carrigan, his wife, and Clara C. Whitear Grantee: Pioneer Pipeline Company Purpose: Easement for gas line Dated: July 15, 1986, July 29, 1952 and June 18, 1952 recorded: July 16, 1986 and August 26, 1952 Entry number: 53607, 25579 and 25580 Book: M54 Page: 372, Book 3 of Misc Page: 338 and 340.
  - a. Partial Assignment Dated: July 29, 1986 Assignor: Pioneer Pipe Line Company Assignee: Williams Telecommunications Co., a Delaware Corp. Recorded: August 6, 1986 Entry number: 53677 Book: M54 Page: 595.
47. Easement, Mortgage and Severance Agreement Dated: December 15, 1986 Lessor: Williams Telecommunications Company Lessee: Wilmington Trust Company and William J. Wade Recorded: January 28, 1987 Entry number: 54293 Book: M57 Page: 422.
48. Memorandum of Lease Dated: December 15, 1986 Lessor: Wilmington Trust Company and William J. Wade Lessee: Williams Telecommunication Recorded: January 28, 1987 Entry Number: 54294 Book: M57 Page: 476.
49. Easement and Conditions contained therein Grantor: Sarah Alice Whittier Estate, Frank L. Whittier, agent Robert E. Whittier and Doris Whittier his wife, Mary J. Clark, Eugene Whittier, single, Irven Carrigan and Clara Whitear Grantee: Utah Oil Refining Company Purpose: Right of Way Contract Dated: September 1, 1939, August 30, 1939 and September 13, 1939 Recorded: December 26, 1939, November 20, 1939 and December 5, 1939 Entry Number: 19221, 19160 and 19177 Book: Misc 2 Page: 288, 257 and 266.
  - a. Assignment Dated: July 13, 1956 Assignor: Utah Oil Refining Company, a Utah Corporation Assignee: Utah Oil Refining Company, a Delaware Corporation Recorded: November 7, 1956 Entry number: 28451 Book: 4 of Misc Page: 87.
  - b. Assignment Dated: June 1, 1957 Assignor: Utah Oil Refining Company a Delaware Corporation Assignee: Service Pipe Line Company, a Maine Corporation Recorded: February 3, 1958 Entry Number 29153 Book: 4 of Misc Page: 150.
50. An easement for Right of Way for ingress and egress and incidental purposes, dated October 28, 1996, by and between Donald J. Whitear Trustee of the Donald J. Whitear Trust, dated the 28, day

of October 1996, as grantor and Ronald Craig Whitear and Valerie R. Whitear Trustees of The Craig and Valerie Whitear Trust dated the 17th day of November 1992, recorded March 30, 2000 as Entry No. 81972 in Book M158 at Page 538 of Official Records.

51. An easement to construct, lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities, (collectively, the facilities) through and across the lands and incidental purposes, dated July 2, 2010, By and Between Ronnie B. and Christine W. Whitear, as grantors and Questar Pipeline Company, a Utah corporation as grantee. recorded August 17, 2010 as Entry No. 120927 in Book 286 at Page 623 of Official Records.
52. An easement to construct, lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities, (collectively, the facilities) through and across the lands and incidental purposes, Dated July 2, 2010, By and Between Ronnie B. and Christine W. Whitear, as grantors and Questar Pipeline Company, a Utah corporation as grantee, recorded August 17, 2010 as Entry No. 120928 in Book 286 at Page 626 of Official Records.
53. An easement to construct, lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities, (collectively, the facilities) through and across the lands and incidental purposes, dated July 2, 2010, By and Between Donald J. Whitear Trust, as grantors and Questar Pipeline Company, a Utah corporation as grantee, recorded August 17, 2010 as Entry No. 120929 in Book 286 at Page 628 of Official Records.
54. An easement to construct, lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities, (collectively, the facilities) through and across the lands and incidental purposes, dated July 2, 2010, By and Between Donald and Laraine Whitear Family Limited Partnership, as grantors and Questar Pipeline Company, a Utah corporation as grantee, recorded August 17, 2010 as Entry No. 120930 in Book 286 at Page 631 of Official Records.
55. Assignment Dated: March 1, 2002 Assignor: BP Pipeline (North America) Inc., a Maine Corporation, successor in interest to (i) Amoco Pipeline Company, a Maine Corporation, and (ii) Service Pipe Line Company, a Maine Corporation, and Utah Oil Refining Company, a Utah Corporation Assignee: Rocky Mountain Pipeline System LLC, a Delaware Limited Liability Company recorded March 25, 2002 as Entry No. 87733 in Book 178 at Page 1183 of Official Records.
56. Memorandum of Assignment Dated: March 2, 2009 Assignor: Rocky Mountain Pipeline System LLC, a Delaware Limited Liability Company Assignee: SLC Pipeline LLC, a Delaware limited liability company recorded October 1, 2009 as Entry Number 118296 in Book 280 at Page 1555 of Official Records



57. An easement for Right of Way for ingress and egress and incidental purposes, dated November 27, 2006, By and between Donald Craig Whitear and Valerie R. Whitear, Trustees of The Craig and Valerie Whitear Trust as grantors and Ronald B. and Christine W. Whitear, husband and wife, as joint tenants as grantees, dated the 17th day of November , 1992 and recorded November 27, 2006 as Entry No. 105404 in Book 238 at Page 937 of Official Records.
58. A Deed of Trust dated October 26, 2007 by and between Lone Tree Land, L.L.C., a Utah Limited Liability Company as Trustor in favor of American Secure Title Agency, a Utah Corporation as Trustee and The Donald J. and Laraine Whitear Family Limited Partnership, a Utah Limited Partnership as Beneficiary, to secure an original indebtedness of \$450,000.00 and any other amounts or obligations secured thereby, recorded October 8, 2006 as Entry Number 114055 in Book 270 at Page 605 of Official Records.
59. An easement for construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines, and all desirable accessories and appurtenances thereto and incidental purposes, dated May 17, 2016, By and between Donald & Laraine Whitear Family Limited Partnership - Ronnie Blaine Whitear General Partner as grantors and PacifiCorp, an Oregon Corporation, as grantee, recorded August 4, 2016 as Entry No. 138944 in Book 329 at Page 293 of Official Records.
60. Existing third party rights, particularly rights claimed by members of the Donald J. Whitear family and/or entities, including partnerships, trusts and limited liability companies, formed by members of the Whitear family, to impound water on and/or transport water across portions of the Property and to access the subject water storage pond(s) and/or transportation facilities and means.