

When recorded, return to:
Samuel P. Chiara
98 North 400 East
Price, Utah 84501

Ent 805043 Bk 719 Pg 107
Date: 24-MAR-2010 1:43PM
Fee: None
Filed By: VR
VIKKI BARNETT, Recorder
CARBON COUNTY CORPORATION
For: STATE OF UTAH

SPECIAL WARRANTY DEED

GHOST TOWN GET-A-WAY, L.L.C., a Utah limited liability company located in Utah County, Utah ("Grantor"), for the sum of Ten and No/100 Dollars and other good and valuable consideration hereby grants and conveys by special warranty deed to RICHARD G. GATHERUM, an individual residing in Salt Lake County, Utah, ("Grantee"), the real property interests in Carbon County, State of Utah more particularly described hereafter.

ALL RIGHT, TITLE, AND INTEREST in and to the water rights, waterline easements, utility easements, perpetual access rights, the right to designate a 40 acre parcel in Lone Pine, and all other rights owned by Double J Triangle, L.L.C. and Kim C. Jensen set forth in Exhibit A and conveyed to Grantor by the Warranty Deed dated December 15, 2005 attached as Exhibit B.

TOGETHER WITH all appurtenant rights and easements.

RESERVING to Grantor that portion of the East 1/2 of the Southeast 1/4 lying North of the County Road in Section 7, and that portion of the Southwest 1/4 of the Southwest 1/4 lying North of the County Road in Section 8, Township 13 South, Range 9 East, SLB&M (Tax ID # 2A-1036 and 2A-1057-2).

RESERVING to Grantor .45 acre feet of water from Water Right No. 91-3887 for culinary use at Grantor's residential facilities located in the Northeast 1/4 of the Northeast 1/4 of Section 17, Township 13 South, Range 9 East, SLB&M.

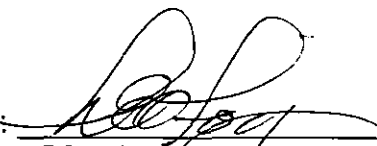
RESERVING to Grantor a pipeline easement for the construction, installation, and maintenance of a buried water supply pipeline from the source of Water Right No. 91-3887 located in Lone Pine (Northwest 1/4 of the Southwest 1/4 of Section 12, Township 13 South, Range 8 East, SLB&M) to Grantor's residential facilities located in the Northeast 1/4 of the Northeast 1/4 of Section 17, Township 13 South, Range 9 East, SLB&M.

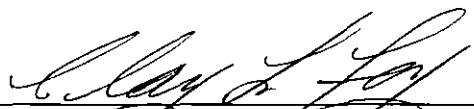
SUBJECT TO current reservations, easements, and restrictions of record or enforceable at law or equity.

This Deed, and all interests conveyed and reserved herein, shall be construed and interpreted consistent with the terms and conditions of the Stipulation and Settlement recorded in the Carbon County Recorder's Office on March 24, 2010 as Entry No. 805039, Book 719, Pages 43-101.

Dated this 24 day of March, 2010.

GHOST TOWN GET-A-WAY, L.L.C.,
a Utah Limited Liability Company

By:  *Trustee*
LEO FOY as trustee of the Gary L. Foy
Irrevocable Trust, a member of Ghost
Town Get-a-way, L.L.C.

By:  *Trustee*
CLAY L. FOY as trustee of the Foy
Irrevocable Trust, a member of Ghost
Town Get-a-way, L.L.C.

[CONTINUED ON NEXT PAGE]

EXHIBIT A

2 Pages

C. PURCHASE PROVISIONS

1. Seller hereby agrees to sell and the Buyer hereby agrees to purchase the Property legally described in Exhibit A, including all easements and rights-of-way held by Seller on the Property, or on adjacent property providing ingress and egress to and from the subject Property.

Exceptions and Retentions :

- a. Seller retains approximately 60 acres located generally in the S2SE4 Section 7, and the SW4SW4 Section 8, all within Township 13 South, Range 9 East, SLB&M. The exact location of this parcel will jointly be determined hereafter by Seller and Buyers.
- b. Upon request, and at any time during Seller's lifetime, Buyer shall transfer to Seller a 40-acre parcel of land containing a 3-acre building site, as provided in that Conservation Easement recorded in the records of Carbon County on 4-28-2003, 2002, Entry No. 98257, Book 531, Page 667. The 3-acre building site (and 40-acre parcel) identified above, shall be the only building site authorized under this Agreement in that location referred to as "Lone Pine," provided said 3-acre building site within the 40-acre parcel is not contiguous with or adjacent to any public land boundary. Buyer shall perpetually have full rights of access to and across 37-acre parcel as herein after described. Buyer is subject to the same right of access stipulations on said 37 acres as is reserved by Seller described in Section C. paragraph 1.e. of this Agreement. Further, 37 acres of the said 40-acre parcel not containing the building site, shall remain encumbered by the above Conservation Easement.

Said site shall be identified within five (5) years of the date hereof. Upon identification, a competent legal description shall be provided to the Division who will record it with the Carbon County Recorder and attach it as an exhibit to the Easement. Further, at such time as the Building Site is selected, as specified above, Buyer shall grant Seller a 21 foot right of way from the nearest existing road to the building site.

- c. Water Rights: Seller shall retain 50% interest in all water and water rights appurtenant to, but not limited to, Water Rights number 91-3887 and 91-3643 as specified in that certain Warranty Deed recorded in the Carbon County Recorder's office on August 11, 1997 as Entry No. 61313, in Book 392, Page 787.

Seller shall retain all water rights remaining at spring referred to as Foys Property located at mine entrance referred to as Liberty Fuels or Latuda, including existing access seller retains with Foys.

- d. Seller retains a right-of-way to bury a waterline for the purpose of transporting water from spring sources to the locations identified above in Section C.1.a & b. Said water line is to be buried, where possible, under existing road rights-of-way. Once the water line has been installed, all disturbed surfaces will be returned to, as much as possible, to their original condition.

Further, Seller, Buyer and Division agree to reciprocally provide the other party a utility easement for power and water to permitted residences, structures and livestock at such time as their location is identified and they are constructed. Said utilities shall be buried and surface reclaimed returned to, as much as possible, to their original condition.

- e. Seller reserves to himself and his immediate family members perpetual access over and upon the Property, subject to the following conditions:
- i. ~~This right of access~~ may be transferred only to the bona fide buyer(s) of the 60-acre parcel described in Section C.1.a. and/or the 40-acre parcel described in Section C.1.b. of this Agreement.
 - ii. Guests of Seller, his immediate family members, or successors in interest may utilize this right of access only when personally accompanied by Seller or at least one immediate family member (or successors in interest), with a limit not to exceed 5 individuals a day.

Access by means of motorized vehicles shall be confined to existing roads at least five feet in width. Equestrian and pedestrian use may occur over any portion of the Property, provided such use does not significantly impair the Conservation Values sought to be protected in that certain Conservation Easement referred to above C.1.b.

Access for any commercial purpose is strictly prohibited. Nothing herein shall be construed as reserving or granting to Seller or his immediate family members any right or opportunity to hunt or fish on the Property.

- f. Excepting all existing right-of-ways, easements and encumbrances of record on the Property held by third parties.
- h. Seller has two (2) years to remove all personal property, including but not limited to: six 40 foot cargo containers, one 40 foot travel trailer, two small camp trailers, and all timbers located at railroad crossing on the lower property on south side of the county road within the S1/2SE1/4 of Sec.7 and within SW1/4SW1/4 of Sec 8, all within Township 13 South, Range 9 East SLB&M.

2. As stated in paragraph B2 of this Agreement, the total purchase price of

Exhibit A

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1. Seller hereby agrees to sell and the Buyer hereby agrees to purchase the Property legally described in Exhibit A, including all easements and rights-of-way held by Seller on the Property, or on adjacent property providing ingress and egress to and from the subject Property.

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Ent 114900 Bk 060A Pg 0300

d. Seller retains a right-of-way to bury a waterline for the purpose of transporting water from spring sources to the locations identified above in Section C.1.a & b. Said water line is to be buried, where possible, under existing road rights-of-way. Once the water line has been installed, all disturbed surfaces will be returned to, as much as possible, to their original condition.

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Option to Purchase, and Purchase Agreement- Page 4 of 10 Pages

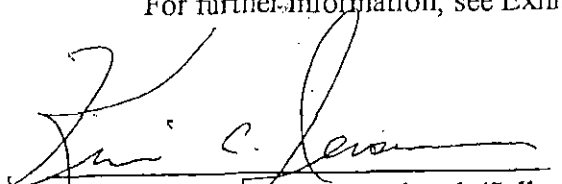
E 098258 B 531 P 668

Ent 14900 Bk 0608 Pg 0301

January 3, 2006

Kim C. Jensen representing Double J. Triangle, a.k.a. K.C. Jensen has been paid in full in the amount of \$250.00 Earnest Money Deposit, and a cashier's check for \$49,750.00 for 40 acres yet to be identified in the Lone Pine Canyon, west of Helper, Utah (approximately 7 miles up Spring Canyon).

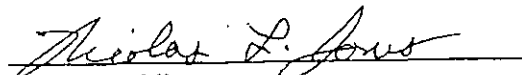
For further information, see Exhibit A, page 1 and 2, noted page 1, paragraph C, 1-b.

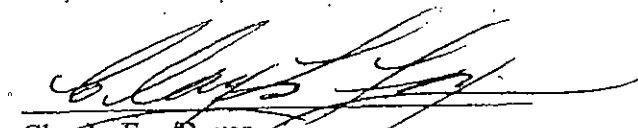

Kim C. Jensen, Double J. Triangle/Seller

STATE OF UTAH
County of

On the 3rd day of January, 2006 A.D. personally appeared before me.

My commission expires: 10-11-2008



Notary Public

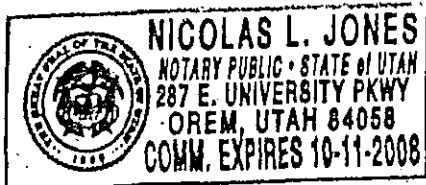
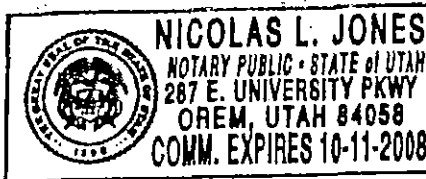

Clay L. Foy/Buyer

STATE OF UTAH
County of

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4.1 bit A page 2 of 2

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Ent 114300 Bk 0608 Pg 030