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Ent 810972 Bk 748 Pg 585
Date: 10-JUN-2011 3:43:06PM
Fee: \$235.00 Charge
Filed By: CW
VIKKI BARNETT, Recorder
CARBON COUNTY CORPORATION
For: PROFESSIONAL TITLE SERVICES

?

16595 / 16588
Recorded at the
request of
**PROFESSIONAL TITLE
SERVICES**

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

After recording, return to:

Thompson & Knight LLP
One Arts Plaza
1722 Routh Street, Suite 1500
Dallas, TX 75201
Attention: Sean Hawkins

Tax Parcel ID Nos. See Exhibit A.

SPECIAL WARRANTY DEED, BILL OF SALE AND GRANT OF ACCESS EASEMENT

STATE OF UTAH §
 § KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF CARBON §

1. Grant. LEVADA EF FIVE, LLC, a Delaware limited liability company ("Seller"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to Seller by PRESTON NUTTER RANGE CREEK HOLDINGS, LLC, a Delaware limited liability company ("Purchaser"), the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN and DELIVER to Purchaser the following:

(a) the land in Carbon County, Utah, which is described on EXHIBIT A-1 attached hereto consisting of approximately 6.880 acres, together with all rights and appurtenances pertaining to such land, including without limitation any and all right, title,

and interest of Seller in and to adjacent roads, rights-of-way and any adjacent strips and gores of real estate (the "**Land**") (the portion of the Land described on Exhibit A-2 attached hereto is called the "**Option Land**" and the portion of the Land described on Exhibit A-3 attached hereto is called the "**Range Creek Land**");

(b) all of Seller's right, title and interest in and to all buildings, structures and other improvements, fixtures and timber located on the Land, including any water lines, wastewater lines, storm water lines, storm water inlets, electric lines, gas lines, telephone and cable lines and all other utility lines, conduit and facilities, or drainage and detention facilities (collectively, the "**Improvements**");

(c) intentionally omitted;

(d) all of Seller's right, title and interest in and to all existing permits, development rights, zoning rights, subdivision rights, wastewater rights, timber rights, riparian owner rights, other utility or natural resource rights, all hunting, fishing and grazing rights and any other similar development and/or land use rights related to the Land and the Improvements (collectively, the "**Land Use Rights**");

(e) all of Seller's right, title and interest in and to all water rights, water applications and water shares and all related wells, pumps, pipelines and equipment, and all ditches, reservoirs and easements, appurtenant to or used on or for the benefit of the Land (collectively, the "**Water Rights**");

✕ (f) a perpetual, non-exclusive easement across the real property described in EXHIBIT A-4 attached hereto for pedestrian, horse, livestock and vehicular ingress to and egress from the Option Land and the Range Creek Land (the "**Access Easement**");

(g) all of Seller's right, title and interest in and to any and all (A) surveys, engineering, soils, seismic, geological, environmental, reports, studies and certificates, and other technical descriptions (the "**Plans**"), if any, (B) representations, warranties, guaranties, indemnities, claims, and causes of action (the "**Warranties**"), if any, (C) licenses, permits, governmental approvals, utility commitments or utility rights (the "**Licenses**"), if any and (D) any and all other tangible and intangible personal property of every kind or character owned by Seller, each related to the Land, the Water Rights, the Access Easement, the Land Use Rights and/or the Improvements (all of the foregoing herein collectively referred to as the "**Personal Property**"); and

✕ (h) 75% of all oil, gas and other minerals owned by Seller located in or under and that may be produced from the Land (subject to the lease of mineral rights concerning the Option Land set forth in the Option Land Paid-Up Oil and Gas Lease between Seller and Purchaser dated on or around the date hereof) together with 75% of all other rights, title and interests owned by Seller appurtenant to the mineral estate and together with 75% of any Plans owned by Seller related to any oil, gas and other minerals in or under and that may be produced from the Land (it being the intent of the parties that Purchaser receive 50% of all mineral and related interests in or under and that may be produced from the Land acquired by Seller pursuant to a deed from Range Creek

Holdings, LLC, Utah Reverse Exchange LLC and Water Canyon Holdings, LLC, as grantors, to Seller, as grantee, dated of even date herewith, Seller having conveyed 33-1/3% of such mineral interests to Osprey Utah, LLC prior to making this conveyance to Purchaser; Seller, Osprey Utah, LLC and/or a third party(ies) will retain the other interests in all oil, gas and other minerals in or under and that may be produced from the Land together with the other interests in all other rights, titles and interests appurtenant to the mineral estate described in this section together with interests in any Plans related to any oil, gas and other minerals in or under and that may be produced from the Land);

(all of the foregoing collectively, the “**Property**”), subject to the encumbrances described in Exhibit B attached hereto (the “**Permitted Exceptions**”).

★ EXCEPTING AND RESERVING TO SELLER, any oil, gas and other minerals currently owned by Seller and not expressly conveyed to Purchaser in subparagraphs (h) above (the “**Seller’s Reserved Minerals**”); SUBJECT TO the covenants, terms and conditions set forth in Section 2 below, which covenants, terms and conditions shall benefit the Land and burden the Seller’s Reserved Minerals, and shall run with the land.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Purchaser and Purchaser’s successors and assigns, forever, and Seller does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the Land and the Improvements unto Purchaser and Purchaser’s successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof by, through, or under Seller, but not otherwise, subject, however, to the Permitted Exceptions.

2. Mineral Exploration. The Seller’s Reserved Minerals shall be subject to the following covenants, terms and conditions (the “Surface Covenants”), which covenants, terms and conditions shall benefit the Land, burden the Seller’s Reserved Minerals and run with the land:

(a) Surface Use. No exploration, surface use or occupancy will be allowed by Seller (including its successor and assigns) of the Range Creek Land. With respect to the Option Land:

(i) Seller shall bury all pipelines to a minimum depth of four feet, and in any event to a sufficient depth to allow normal surface uses (e.g., plowing, placement of culverts, ditches and other irrigation facilities, etc.).

(ii) No well or other facility shall be placed on the Option Land within 500 feet of any structure or improvement (other than pipes or utility lines) or within 1,000 feet of any water well, spring, pond or stream.

(iii) Seller shall promptly repair and restore any damage caused by Seller’s operations to improvements, fences, timber, pastures, forage or growing crops, and shall reclaim and reseed all disturbed areas with a seed mixture reasonably acceptable to Purchaser as soon as reasonably practicable following

any surface disturbance. Reseeding shall be repeated as necessary until a mature stand of the reseeded vegetation has been achieved.

(iv) Seller shall not (A) create, construct or allow any open pits for the storage or disposal of water or any other liquids or solids, of whatsoever kind or character, on the Option Land or (B) inject any water or any other liquids or solids of whatsoever kind or character produced from the Option Land, and/or lands pooled therewith, into any formation other than the formation from which such water, liquids or substances was produced or any another formation expressly agreed to in writing by Purchaser.

(v) Purchaser intends to keep the gate on the existing road on Patmos Ridge at the north boundary of the Option Land (north line of Section 2, Township 15 South, Range 14 East, S.L.M.) locked, but shall provide Seller with keys or the combination to the lock. Seller will keep the gate closed and locked, except to the minimum extent necessary in connection with Seller's usage of Patmos Ridge Road. In addition, Seller shall place gates at any other points where Seller's roads cross fence lines, and shall lock and provide Purchaser with keys or combinations to locks at every point where Seller's roads cross fence lines at or near the exterior boundaries of the Option Land. Gates on internal fences on the Option Land shall be left by Seller open or closed, as found. Purchaser shall provide Seller with keys or combinations to locks on any internal gates.

(vi) The Option Land shall be kept free of junk, litter and debris at all times. Materials and equipment shall not be stored on the Option Land except as reasonably required for Seller's then current operational needs on the Option Land.

(vii) No exploration, surface use or occupancy will be allowed by Seller (including its successor and assigns) of any portion of the Option Land following the expiration of the Mineral Lease between Seller and Purchaser dated on or around the date hereof as to such portion of the Option Land.

(b) Noxious Weed Control. Seller shall control noxious weeds on the Option Land in connection with Seller's operations in accordance with the Utah Noxious Weed Act. Without limiting the foregoing, Seller shall spray for noxious weeds on the Option Land as deemed necessary by the county weed control board and/or the county weed control supervisor.

(c) Roads. All roads used by Seller on the Option Land shall be improved and maintained by Seller to a level sufficient to support Seller's operations without damage or undue wear and tear to the roads. Upon completion of Seller's operations, all currently existing roads shall be left in at least as good a condition as at the commencement of Seller's operations. Any new roads created by Seller shall be reclaimed upon completion of Seller's operations unless otherwise requested by Purchaser, in which event such new roads shall be left in good and serviceable condition.

(d) Location of Surface Facilities. To the fullest extent reasonably possible, Seller's operations shall be conducted in a manner that minimizes use of and damage to timber, meadow and pasture areas on the Option Land. Seller shall use the existing road on Patmos Ridge as Seller's primary access to support mineral operations on the Option Land. Well pads, additional roads to individual well pads, pipelines and other surface facilities shall be placed at locations mutually approved by Seller and Purchaser, which approval shall not be unreasonably withheld, conditioned or delayed.

(e) Indemnity and Remedies. Seller agrees that it shall protect, defend, indemnify and hold Purchaser and Purchaser's affiliated entities together with their respective employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, predecessors and successors and assigns harmless from any and all claims, losses, liabilities, costs or expenses arising out of or in connection with any breach of the Surface Covenants. It is expressly agreed and stipulated that irreparable damage would occur if the Surface Covenants were breached. Purchaser shall be entitled to an injunction or injunctions to prevent breaches of the Surface Covenants and shall be entitled to enforce specifically the Surface Covenants, in addition to any other remedy to which Purchaser may be entitled under this instrument or at law or in equity.

(f) Release of Restrictions. The mineral exploration, surface use and occupancy restrictions on the Option Land contained in this section 2 may be released by the owner of the surface estate of the Option Land at any time without the joinder of any other party by the recording of a written release thereof in the real property records of Carbon County, Utah.

3. Access Easement. The nonexclusive Access Easement shall be subject to the following covenants, terms and conditions, which covenants, terms and conditions shall benefit the Option Land, burden the land upon which the Access Easement is located and run with the land:

(a) Width. The Access Easement shall be 30 feet in width; provided, however, that Purchaser shall have the right to place cuts, fills and drainage features beyond the sidelines of the Access Easement as reasonably necessary to improve and maintain the Access Easement in good and serviceable condition.

(b) Improvement and Maintenance. Purchaser shall have the right, but not the obligation, to improve and maintain the Access Easement to a level sufficient to meet Purchaser's reasonable needs for pedestrian, horse, livestock and vehicular ingress to and egress from the Option Land.

(c) Gates and Locks. Seller may place gates across the Access Easement as reasonably required by Seller, and Seller shall provide Purchaser with keys or combinations to any locks placed on such gates. Purchaser shall leave gates open or closed, as found, when using the Access Easement.

(d) Repairs. Seller and Purchaser shall each promptly repair all damage to the road in the Access Easement which is caused by a contractor, employee, agent, guest, visitor and invitee of each respective party.

(e) Nonexclusive Use. The Access Easement will be nonexclusive and available for use by Seller and Purchaser and their respective each contractors, employees, agents, guests, visitors and invitees.

(f) Assignability of Access Easement. Purchaser shall have the right to assign its interests in the Access Easement to any purchaser of the Option Land and/or the Range Creek Land.

(g) Indemnity. Seller and Purchaser (as applicable, an "Indemnitor") shall each, at such party's sole cost and expense, indemnify, defend and hold harmless the other party (the "Indemnitee") for losses, liabilities, damages (excluding punitive and consequential damages), judgments, reasonable costs and expenses including, without limitation, reasonable legal fees and disbursements actually incurred by such party arising out of any claim with respect to bodily injuries, death and/or property damage caused by the Indemnitor's use of the Access Easement. As used in this paragraph, the term "Indemnitor" includes each contractor, employee, agent, guest, visitor and invitee of Indemnitor.

4. Taxes. Current ad valorem taxes on the Property having been prorated, Purchaser hereby assumes liability for the payment thereof for the current year and subsequent years.

[END OF TEXT]

IN WITNESS WHEREOF, this instrument is executed on this _____ day of _____, 2011.

SELLER:

LEVADA EF FIVE, LLC,
a Delaware limited liability company

By: _____
Name: ADRIAN ZAJAC
Title: MANAGING MEMBER of Levada EF Five LLC

STATE OF New York §
 §
COUNTY OF New York §

This instrument was acknowledged before me on the 7th day of June, 2011 by Adrian Zajac, Managing Member of Levada EF Five, LLC, a Delaware limited liability company, on behalf of said limited liability company.


Evan F. Jaffe

Notary Public in and for
The State of New York
Printed Name: Evan F. Jaffe
My Commission Expires: 11/3/12

EVAN F. JAFFE
Notary Public, State of New York
No. 01JA6196006
Commission Expires 11/03/2012

PURCHASER:

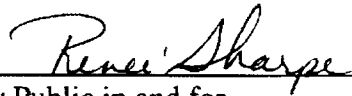
PRESTON NUTTER RANGE CREEK
HOLDINGS, LLC, a Delaware limited liability
company

By: 
Name: Tom Meurer
Title: President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 8th day of June
2011 by Tom Meurer, President of Preston Nutter
Range Creek Holdings, LLC, a Delaware limited liability company, on behalf of said limited
liability company.




Notary Public in and for
The State of Texas
Printed Name: Renee Sharpe
My Commission Expires: 8-7-14

**EXHIBIT A-1 TO SPECIAL WARRANTY DEED,
BILL OF SALE AND GRANT OF ACCESS EASEMENT**

LEGAL DESCRIPTION OF 6,880 ACRE TRACT

**OPTION LAND
SUMMARY**

<u>Parcel</u>	<u>Tax Parcel ID No(s).</u>
<u>Township 15S Range 14E</u>	
Section 1 – 160 acres	2A-1824; 2A-1824-1
Section 2 – 560 acres	2A-1826; 2A-1826-1
Section 11 – 640 acres	2A-1839
Section 12 – 440 acres	2A-1841
Section 13 – 480 acres	2A-1842
Section 14 – 400 acres	2A-1843
Section 23 – 40 acres	2A-1856
Section 24 – 80 acres	2A-1858
Total – 2800 acres	

<u>Township 15S Range 15E</u>	
Section 18 – 200 acres	2A-1894

TOTAL 3000 ACRES

MORE PARTICULARLY DESCRIBED AS FOLLOWS

PARCEL 1:

Township 15 South, Range 14 East, Salt Lake Base and Meridian

Section 1: Lot 4; SW1/4 SW1/4.

Section 2: E1/2; SW1/4; E1/2 NW1/4.

PARCEL 2:

Township 15 South, Range 14 East, Salt Lake Base and Meridian

Section 11: W1/2 SW1/4
Section 12: S1/2 SE1/4; S1/2 SW1/4
Section 13: N1/2 NE1/4; N1/2 NW1/4; S1/2
Section 14: W1/2 NW1/4
Section 24: NW1/4 NW1/4; NE1/4 NE1/4

Township 15 South, Range 15 East, Salt Lake Base and Meridian

Section 18: Lots 1, 3 and 4; NE1/4 SW1/4; NW1/4 SE1/4

PARCEL 3:

Township 15 South, Range 14 East, Salt Lake Base and Meridian

Section 1: SW1/4 NW1/4; NW1/4 SW1/4.

Section 11: SE1/4; E1/2 SW1/4; S1/2 NW1/4.
S1/2 NE1/4; Lots 1, 2, 3 and 4.

Section 12: N1/2 SE1/4; N1/2 SW1/4; S1/2 NW1/4; Lot 4.

Section 14: NE1/4; E1/2 SE1/4; E1/2 NW1/4.

Section 23: NE1/4 NE1/4.

AND

**RANGE CREEK
SUMMARY**

<u>Parcel</u>	<u>Tax Parcel ID No(s).</u>
<u>Township 14 S Range 14 E</u>	
Section 24 – 440 acres	2A-1374
Section 25 – 480 acres	2A-1375
Section 36 – 480 acres	2A-1387
Total – 1400 acres	
<u>Township 14 S Range 15 E</u>	
Section 19 – 120 acres	2A-1408
Section 30 – 320 acres	2A-1420
Section 31 – 200 acres	2A-1421
Total – 640 acres	
<u>Township 15 S Range 14 E</u>	
Section 1 – 440 acres	2A-1824; 2A-1824-1
<u>Township 15 S Range 15 E</u>	

Section 6 – 360 acres	2A-1875; 2A-1875-1
Section 7 – 320 acres	2A-1876
Section 8 – 40 acres	2A-1878
Section 17 – 280 acres	2A-1891
Section 18 – 40 acres	2A-1894-1
Section 20 – 240 acres	2A-1898
Section 29 – 120 acres	2A-1907

Total – 1400 acres

TOTAL 3880 ACRES

MORE PARTICULARLY DESCRIBED AS FOLLOWS

Township 14 South, Range 14 East, Salt Lake Base and Meridian

Section 24: E1/2 NE1/4.
E1/2 SE1/4.
E1/2 NW1/4; SW1/4 NE1/4; W1/2 SE1/4; E1/2 SW1/4.

Section 25: W1/2 NE1/4; NE1/4 NW1/4; SE1/4 NW1/4; W1/2 SE1/4; E1/2 SW1/4.
E1/2 NE1/4; E1/2 SE1/4.

Section 36: E1/2 NW1/4; E1/2 SW1/4; S1/2 NE1/4; W1/2 SE1/4.
N1/2 NE1/4; E1/2 SE1/4.

Township 14 South, Range 15 East, Salt Lake Base and Meridian

Section 19: W1/2 SW1/4 (Lots 3 & 4); SE1/4 SW1/4

Section 30: W1/2

Section 31: NW1/4 SW1/4.
NW1/4

Township 15 South, Range 14 East, Salt Lake Base and Meridian

Section 1: W1/2 SE1/4; SE1/4 NW1/4; NE1/4 SW1/4.
Lot 3; SW1/4 NE1/4.
Lots 1 and 2; SE1/4 NE1/4; E1/2 SE1/4.

Township 15 South, Range 15 East, Salt Lake Base and Meridian

Section 6: W1/2; SW1/4 SE1/4.

Section 7: E1/2 NW1/4; NW1/4 NE1/4; S1/2 NE1/4; N1/2 SE1/4; SE1/4 SE1/4.

Section 8: SW1/4 SW1/4.

Section 17: W1/2 NW1/4; SE1/4 NW1/4; SW1/4.

Section 18: NE1/4 NE1/4.

Section 20: E1/2 NW1/4; NW1/4 NW1/4; NW1/4 SE1/4; E1/2 SW1/4.

Section 29: E1/2 SE1/4; NW1/4 SE1/4.

**EXHIBIT A-2 TO SPECIAL WARRANTY DEED,
BILL OF SALE AND GRANT OF ACCESS EASEMENT**

LEGAL DESCRIPTION OF 3,000 ACRE OPTION LAND

**OPTION LAND
SUMMARY**

<u>Parcel</u>	<u>Tax Parcel ID No(s).</u>
<u>Township 15S Range 14E</u>	
Section 1 – 160 acres	2A-1824; 2A-1824-1
Section 2 – 560 acres	2A-1826; 2A-1826-1
Section 11 – 640 acres	2A-1839
Section 12 – 440 acres	2A-1841
Section 13 – 480 acres	2A-1842
Section 14 – 400 acres	2A-1843
Section 23 – 40 acres	2A-1856
Section 24 – 80 acres	2A-1858
Total – 2800 acres	

<u>Township 15S Range 15E</u>	
Section 18 – 200 acres	2A-1894

TOTAL 3000 ACRES

MORE PARTICULARLY DESCRIBED AS FOLLOWS

PARCEL 1:

Township 15 South, Range 14 East, Salt Lake Base and Meridian

- Section 1: Lot 4; SW1/4 SW1/4.
Section 2: E1/2; SW1/4; E1/2 NW1/4.

PARCEL 2:

Township 15 South, Range 14 East, Salt Lake Base and Meridian

- Section 11: W1/2 SW1/4
Section 12: S1/2 SE1/4; S1/2 SW1/4
Section 13: N1/2 NE1/4; N1/2 NW1/4; S1/2
Section 14: W1/2 NW1/4
Section 24: NW1/4 NW1/4; NE1/4 NE1/4

Township 15 South, Range 15 East, Salt Lake Base and Meridian

Section 18: Lots 1, 3 and 4; NE1/4 SW1/4; NW1/4 SE1/4

PARCEL 3:

Township 15 South, Range 14 East, Salt Lake Base and Meridian

Section 1: SW1/4 NW1/4; NW1/4 SW1/4

Section 11: SE1/4; E1/2 SW1/4; S1/2 NW1/4.
S1/2 NE1/4; Lots 1, 2, 3 and 4.

Section 12: N1/2 SE1/4; N1/2 SW1/4; S1/2 NW1/4; Lot 4.

Section 14: NE1/4; E1/2 SE1/4; E1/2 NW1/4.

Section 23: NE1/4 NE1/4.

**EXHIBIT A-3 TO SPECIAL WARRANTY DEED,
BILL OF SALE AND GRANT OF ACCESS EASEMENT**

LEGAL DESCRIPTION OF 3,880 ACRE RANGE CREEK LAND

**RANGE CREEK
SUMMARY**

<u>Parcel</u>	<u>Tax Parcel ID No(s).</u>
<u>Township 14 S Range 14 E</u>	
Section 24 – 440 acres	2A-1374
Section 25 – 480 acres	2A-1375
Section 36 – 480 acres	2A-1387
Total – 1400 acres	
<u>Township 14 S Range 15 E</u>	
Section 19 – 120 acres	2A-1408
Section 30 – 320 acres	2A-1420
Section 31 – 200 acres	2A-1421
Total – 640 acres	
<u>Township 15 S Range 14 E</u>	
Section 1 – 440 acres	2A-1824; 2A-1824-1
<u>Township 15 S Range 15 E</u>	
Section 6 – 360 acres	2A-1875; 2A-1875-1
Section 7 – 320 acres	2A-1876
Section 8 – 40 acres	2A-1878
Section 17 – 280 acres	2A-1891
Section 18 – 40 acres	2A-1894-1
Section 20 – 240 acres	2A-1898
Section 29 – 120 acres	2A-1907
Total – 1400 acres	
TOTAL	3880 ACRES

MORE PARTICULARLY DESCRIBED AS FOLLOWS

Township 14 South, Range 14 East, Salt Lake Base and Meridian

Section 24: E1/2 NE1/4.

E1/2 SE1/4.
E1/2 NW1/4; SW1/4 NE1/4; W1/2 SE1/4; E1/2 SW1/4.

Section 25: W1/2 NE1/4; NE1/4 NW1/4; SE1/4 NW1/4; W1/2 SE1/4; E1/2 SW1/4.
E1/2 NE1/4; E1/2 SE1/4.

Section 36: E1/2 NW1/4; E1/2 SW1/4; S1/2 NE1/4; W1/2 SE1/4.
N1/2 NE1/4; E1/2 SE1/4.

Township 14 South, Range 15 East, Salt Lake Base and Meridian

Section 19: W1/2 SW1/4 (Lots 3 & 4); SE1/4 SW1/4

Section 30: W1/2

Section 31: NW1/4 SW1/4.
NW1/4

Township 15 South, Range 14 East, Salt Lake Base and Meridian

Section 1: W1/2 SE1/4; SE1/4 NW1/4; NE1/4 SW1/4.
Lot 3; SW1/4 NE1/4.
Lots 1 and 2; SE1/4 NE1/4; E1/2 SE1/4.

Township 15 South, Range 15 East, Salt Lake Base and Meridian

Section 6: W1/2; SW1/4 SE1/4.

Section 7: E1/2 NW1/4; NW1/4 NE1/4; S1/2 NE1/4; N1/2 SE1/4; SE1/4 SE1/4.

Section 8: SW1/4 SW1/4.

Section 17: W1/2 NW1/4; SE1/4 NW1/4; SW1/4

Section 18: NE1/4 NE1/4.

Section 20: E1/2 NW1/4; NW1/4 NW1/4; NW1/4 SE1/4; E1/2 SW1/4.

Section 29: E1/2 SE1/4; NW1/4 SE1/4.

**EXHIBIT A-4 TO SPECIAL WARRANTY DEED,
BILL OF SALE AND GRANT OF ACCESS EASEMENT**

ACCESS EASEMENT

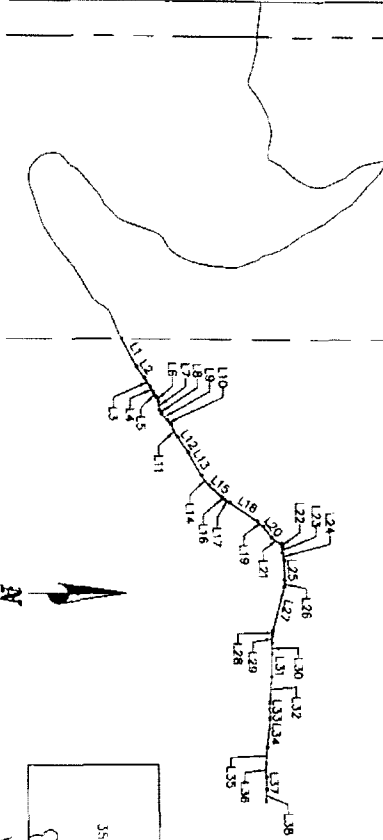
The Access Easement shall be 30 feet in width and shall follow the route of the existing (a) Patmos Ridge Road across Sections 22, 23, 26 and 35, Township 14 South, Range 14 East, S.L.M., from the north boundary of Section 22 to the south boundary of Section 35, connecting to (b) Trail Canyon Road across Section 36, Township 14 South, Range 14 East, S.L.M. from Patmos Ridge Road to Range Creek Road, each as more particularly shown on the map attached hereto. The approximate centerline of the Access Easement is described as follows:

[GPS BASED CENTERLINE DESCRIPTION AND
MAP ATTACHED ON FOLLOWING PAGES]

SECTION 35
SECTION 36

SECTION 25
SECTION 36

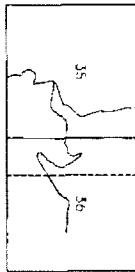
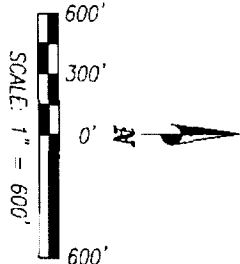
176TH SECTION LINE



ACCESS CORRIDOR

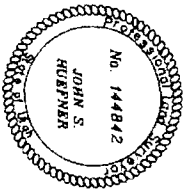
1. THIS IS A CENTERLINE SURVEY OF THE CORRIDOR ONLY AND DOES NOT REFLECT OR DELINEATE PROPERTY BOUNDARIES.
2. BASIS OF BEARING IS DERIVED FROM G.P.S., USING A TIEABLE 5700 SURVEY GRADE UNIT.

Prepared For:
HUNT OIL COMPANY
ACCESS CORRIDOR
Requested By:
TALON RESOURCES, INC.



SECTION 36, T14S, R14E
SECTION 31, T14S, R15E

SURVEYOR'S CERTIFICATE
I, JOHN S. HEFFNER, A PROFESSIONAL LAND SURVEYOR, HOLDING CERTIFICATE NO. 144812, STATE OF UTAH, DO HEREBY CERTIFY THAT THE INFORMATION ON THIS DRAWING IS A TRUE AND ACCURATE SURVEY BASED ON DATA OF RECORD AND WAS CONDUCTED UNDER MY PERSONAL DIRECTION AND SUPERVISION AS SHOWN HEREON.



John S. Heffner
P.L.S. # 144812
TALON

THE FOLLOWING DESCRIBED CORRIDOR IS LOCATED IN CARBON COUNTY STATE OF UTAH SECTION 36, T14S, R14E, S.L.B.&M.

DESCRIPTION OF TRAIL CANYON EAST - HUNT TO LEVADA

A 30' access easement located in Section 36, T14S, R14E, S.L.B.&M., Carbon County Utah whose centerline is described as follows: Beginning at a point on the East 1/4th Section Line of Section 36 of said Township and Range, thence running N61°01'34"E, 151.85'; thence N51°19'10"E, 67.07'; thence N43°02'53"E, 51.55'; thence N19°10'48"E, 31.11'; thence N55°39'40"E, 28.30'; thence N64°26'57"E, 24.55'; thence N81°40'10"E, 44.97'; thence N62°03'21"E, 17.74'; thence N45°43'57"E, 44.69'; thence N48°19'56"E, 27.17'; thence N60°54'57"E, 67.53'; thence N54°54'51"E, 91.64'; thence N59°26'37"E, 131.05'; thence N51°07'17"E, 60.37'; thence N42°00'05"E, 85.26'; thence N47°40'35"E, 19.24'; thence N32°31'02"E, 31.22'; thence N12°29'57"E, 163.66'; thence N42°45'09"E, 42.32'; thence N49°01'59"E, 73.95'; thence N63°03'11"E, 33.96'; thence N71°30'27"E, 18.61'; thence N89°55'56"E, 30.53'; thence N53°03'11"E, 33.96'; thence N88°10'06"E, 102.12'; thence S85°33'50"E, 31.11'; thence S72°53'06"E, 226.48'; thence S81°23'21"E, 20.44'; thence S85°37'32"E, 38.50'; thence S87°39'37"E, 54.08'; thence S19°45'46"E, 111.96'; thence S84°11'37"E, 123.49'; thence N88°46'40"E, 82.45'; thence S81°30'14"E, 139.35'; thence S85°55'54"E, 79.63'; thence N88°29'33"E, 65.85'; thence N8°20'31"E, 62.25'; thence S87°04'58"E, 56.66'; north or less in an existing road in Section 36, T14S, R14E, S.L.B.&M., Carbon County, Utah.
Length = 2,356.04 (0.99 miles).

NUMBER	LENGTH	BEARING
L1	151.85	N61°01'34"E
L2	67.07	N51°19'10"E
L3	51.55	N43°02'53"E
L4	31.11	N19°10'48"E
L5	28.30	N55°39'40"E
L6	24.55	N64°26'57"E
L7	44.69	N81°40'10"E
L8	17.74	N62°03'21"E
L9	44.67	N45°53'57"E
L10	27.17	N48°19'56"E
L11	67.53	N60°54'57"E
L12	91.64	N54°54'51"E
L13	131.05	N51°07'17"E
L14	60.37	N62°03'21"E
L15	85.26	N42°00'05"E
L16	19.24	N47°40'35"E
L17	31.22	N12°29'57"E
L18	163.66	N42°45'09"E
L19	42.32	N49°01'59"E

NUMBER	LENGTH	BEARING
L20	73.95	N49°01'59"E
L21	53.90	N30°29'54"E
L22	18.61	N71°30'27"E
L23	30.53	N89°55'56"E
L24	33.96	N63°03'11"E
L25	102.12	N88°10'06"E
L26	31.11	S85°33'50"E
L27	28.48	S71°37'12"E
L28	20.44	S72°53'06"E
L29	38.50	S87°39'37"E
L30	54.08	S81°23'21"E
L31	111.96	S85°55'54"E
L32	123.49	S84°11'37"E
L33	82.45	N88°46'40"E
L34	139.35	S81°30'14"E
L35	79.63	S85°55'54"E
L36	85.85	N88°29'33"E
L37	82.25	N8°20'31"E
L38	56.66	S87°04'58"E

HUNT OIL COMPANY
SECTION 36
T14S, R14E, S.L.B.&M.
CARBON COUNTY, UTAH

Talon Resources, Inc.
615 North 400 East
P.O. Box 1230
Huntington, Utah 84328
Phone (435)847-8310
Fax (435)847-5311

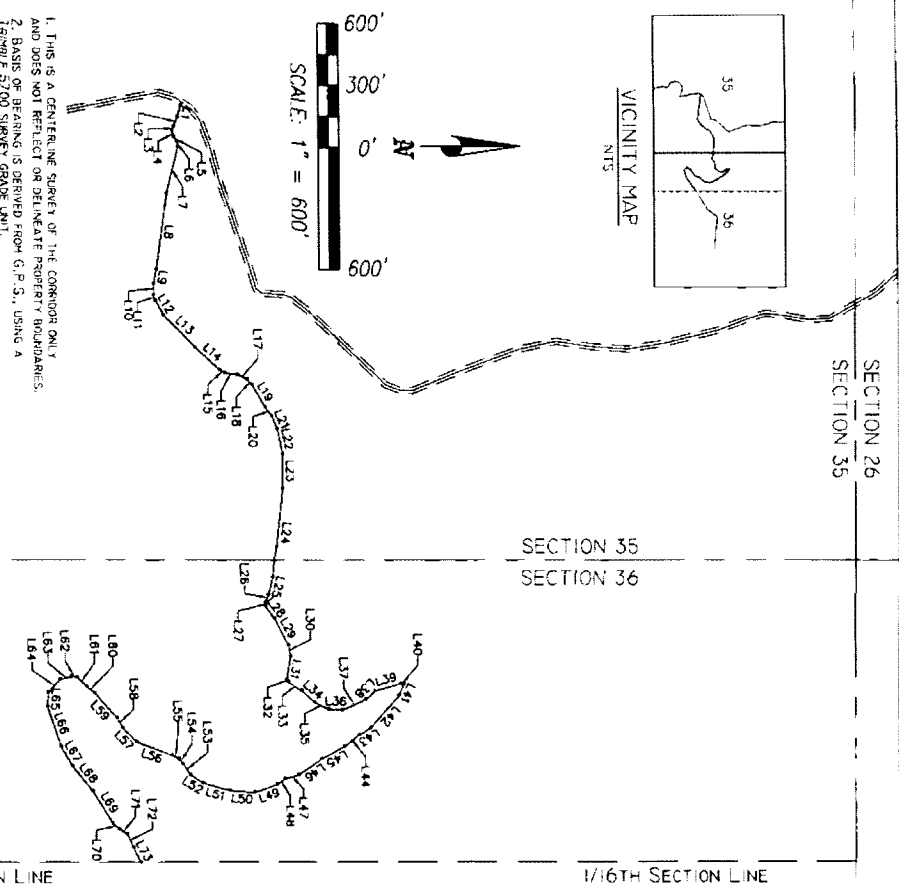
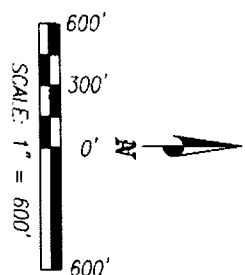
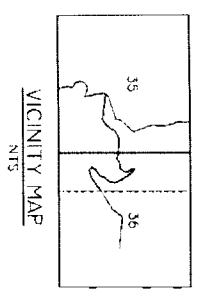
REVISIONS	DATE	BY

DRAWN BY:	N. BUTKOVICH	CHECKED BY:	JSH
DRAWING:	H-4814	DATE:	3/7/11
JOB NUMBER:	4814	SCALE:	1" = 600'
SHEET	1	OF	1

LEGEND
Brass Cap (Found)
Brass Cap (Searched for but not found)
GLO ()

GPS Measured

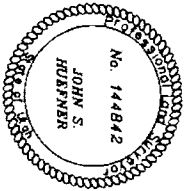
THE FOLLOWING DESCRIBED CORNER IS IN A STATE OF UTAH SECTIONS 35 & 36 T14S, R14E, S.L.B.&M.



Prepared For:
HUNT OIL COMPANY
ACCESS CORRIDOR
Prepared By:
TALON RESOURCES, INC.

1/4" = 600' SCALE OF THE REMAINING DESCRIBED CORNER
APPROX. AREA
64,411 SQ. FT.
ACRES
1.47

SURVEYOR'S CERTIFICATE
I, JOHN S. HEFNER, A PROFESSIONAL LAND SURVEYOR, HOLDING CERTIFICATE NO. 144842, STATE OF UTAH, DO HEREBY CERTIFY THAT THE INFORMATION ON THIS DRAWING IS A TRUE AND ACCURATE SURVEY BASED ON DATA OF RECORD AND WAS CONDUCTED UNDER MY PERSONAL DIRECTION AND SUPERVISION AS SHOWN HEREON.



Date: 5/14/2014
Page: 1 of 1

NUMBER	LENGTH	BEARING
L1	58.22	S73°33'18"E
L2	56.47	S67°48'19"E
L3	25.41	S78°37'03"E
L4	27.62	N75°21'30"E
L5	23.14	N81°51'20"E
L6	27.36	N62°45'59"E
L7	235.54	S75°48'36"E
L8	376.55	S81°46'12"E
L9	71.24	S78°43'01"E
L10	55.75	S89°30'03"E
L11	31.44	N81°54'4"E
L12	81.43	N80°48'48"E
L13	223.69	N44°55'17"E
L14	184.46	N47°21'18"E
L15	28.47	N29°02'57"E
L16	61.48	N68°48'13"E
L17	56.79	N68°10'40"E
L18	128.98	N89°17'15"E
L19	35.85	N48°15'00"E
L20	54.74	N60°30'24"E
L21	66.59	N65°38'28"E
L22	127.06	N78°38'37"E
L23	171.00	S89°59'37"E
L24	435.27	S63°43'38"E
L25	68.56	S75°15'07"E

NUMBER	LENGTH	BEARING
L26	40.64	S67°06'03"E
L27	21.61	N89°10'37"E
L28	77.88	N51°33'53"E
L29	144.88	N62°39'22"E
L30	52.82	N78°45'37"E
L31	118.90	S78°59'05"E
L32	14.62	N84°02'19"E
L33	85.57	N29°56'31"E
L34	81.22	N41°08'00"E
L35	79.18	N26°48'03"E
L36	86.57	N25°09'46"E
L37	125.32	N23°16'04"W
L38	64.12	N41°30'12"W
L39	136.03	N15°27'09"W
L40	14.49	N11°43'34"E
L41	62.83	S65°01'34"E
L42	210.89	S47°43'53"E
L43	66.11	S30°58'23"E
L44	83.90	S45°59'28"E
L45	125.95	S28°11'26"E
L46	159.94	S43°53'11"E
L47	77.31	S15°32'48"E
L48	46.14	S34°15'40"E
L49	122.02	S19°49'00"E
L50	124.43	S41°17'05"W

NUMBER	LENGTH	BEARING
L51	138.22	S18°58'14"W
L52	76.42	S27°33'56"W
L53	64.59	S65°33'55"W
L54	34.25	S60°08'47"W
L55	36.18	S28°32'25"W
L56	180.15	S19°32'02"W
L57	100.26	S44°08'39"W
L58	55.06	S60°32'45"W
L59	164.21	S47°34'17"W
L60	54.08	S38°09'12"W
L61	64.71	S44°13'53"W
L62	28.99	S5°36'15"W
L63	98.88	S13°49'20"E
L64	86.23	S47°01'15"E
L65	70.15	S67°42'58"E
L66	206.08	N71°20'18"E
L67	109.95	N68°58'35"E
L68	160.86	N51°09'01"E
L69	180.20	N48°13'07"E
L70	43.63	N42°52'42"E
L71	44.74	N27°46'18"E
L72	74.38	N63°30'56"E
L73	83.94	N62°59'59"E

DESCRIPTION OF TRAIL CANYON WEST - LEVADA TO HUNT
A 70+ acre easement located in Sections 35 and 36, T14S, R14E, S.L.B.&M., Carbon County, Utah whose centerline is described as follows: Beginning at a point on the East edge of Parson's North, an existing right-of-way in Section 35 of said Township and Range, thence running S73°51'18"E, 38.22'; thence S79°41'09"E, 50.47'; thence S78°57'03"E, 25.41'; thence N73°21'30"E, 27.62'; thence N15°15'20"E, 23.14'; thence N82°45'59"E, 27.36'; thence S75°48'36"E, 235.54'; thence S81°46'12"E, 376.55'; thence S79°48'19"E, 56.47'; thence N71°34'14"E, 31.44'; thence N69°48'16"E, 81.43'; thence S44°55'17"E, 223.69'; thence N42°21'18"E, 184.46'; thence N29°02'57"E, 28.47'; thence N68°48'13"E, 61.48'; thence N26°48'03"E, 66.59'; thence N78°38'37"E, 127.06'; thence S89°59'37"E, 171.00'; thence S63°43'38"E, 435.27'; passing into Section 36, thence S75°15'07"E, 68.56'; thence S67°06'03"E, 40.64'; thence N89°10'37"E, 21.61'; thence N51°33'53"E, 77.88'; thence N62°39'22"E, 144.88'; thence N78°45'37"E, 52.82'; thence N84°02'19"E, 14.62'; thence N29°56'31"E, 85.57'; thence N41°08'00"E, 81.22'; thence N26°48'03"E, 79.18'; thence N25°09'46"E, 86.57'; thence N23°16'04"W, 125.32'; thence N41°30'12"W, 64.12'; thence N15°27'09"W, 136.03'; thence N11°43'34"E, 14.49'; thence S65°01'34"E, 62.83'; thence S47°43'53"E, 210.89'; thence S30°58'23"E, 66.11'; thence S45°59'28"E, 83.90'; thence S28°11'26"E, 125.95'; thence S43°53'11"E, 159.94'; thence S15°32'48"E, 77.31'; thence S34°15'40"E, 46.14'; thence S19°49'00"E, 122.02'; thence S41°17'05"W, 124.43'; thence S13°49'20"E, 70.15'; thence S67°42'58"E, 206.08'; thence N71°20'18"E, 109.95'; thence N68°58'35"E, 160.86'; thence N51°09'01"E, 180.20'; thence N48°13'07"E, 43.63'; thence N42°52'42"E, 44.74'; thence N27°46'18"E, 74.38'; thence N63°30'56"E, 74.38'; thence N62°59'59"E, 83.94'; more or less to the West 1/16th Section Line of Section 36, T14S, R14E, S.L.B.&M., Carbon County, Utah. Length = 7,042.28 (1.33 miles).

HUNT OIL COMPANY
SECTIONS 35 & 36
T14S, R14E, S.L.B.&M.
CARBON COUNTY, UTAH

Talon Resources, Inc.
615 North 400 East
P.O. Box 1230
Huntington, Utah 84308
Phone: (435)887-5318
Fax: (435)887-5311

REVISIONS

DATE	BY

DRAWN BY: N. BUTKOVICH
CHECKED BY: JSH
DRAWING: H-4813
DATE: 3/7/11
SCALE: 1" = 600'

JOB NUMBER: 4813
SHEET: 1 OF 1

LEGEND

Brass Cap (Found)

Brass Cap (Searched for but not found)

QLO ()

GPS Measured



Talon Resources, Inc.
 615 South 400 East
 P.O. Box 128
 Hurricane, Utah 84038
 Phone (435)867-5310
 Fax (435)867-5311

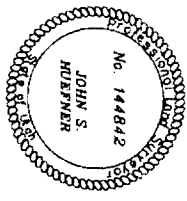
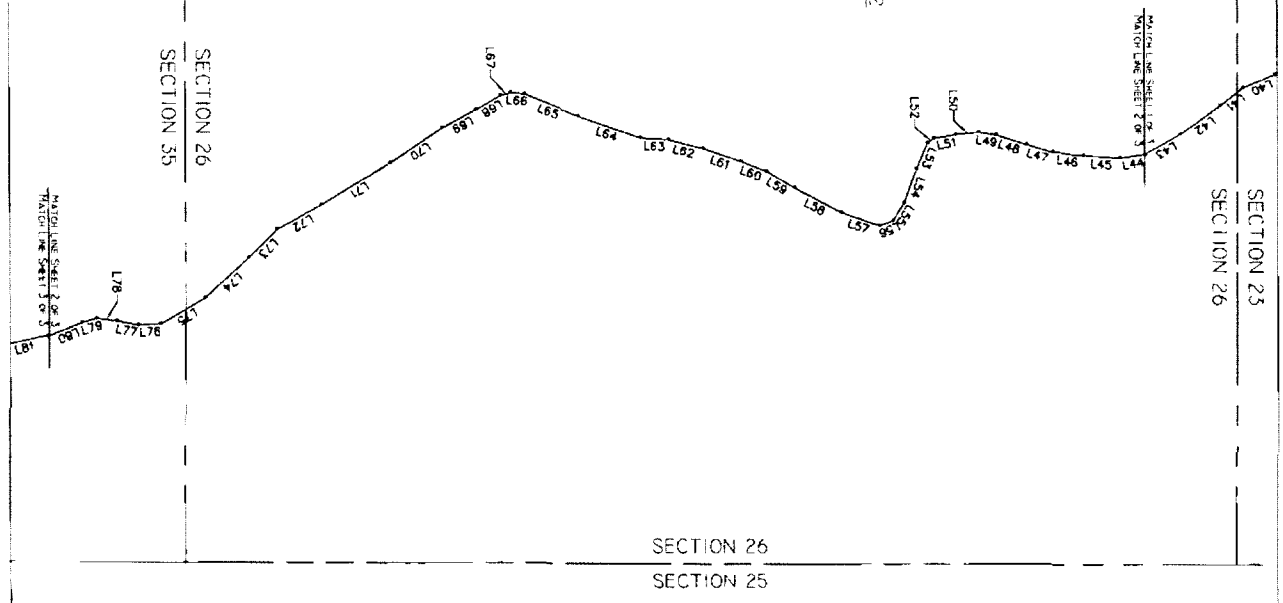
REVISIONS	
DATE	BY

HUNT OIL COMPANY
 SECTIONS 26, & 35
 T14S, R14E, S.L.B.&M.
 CARBON COUNTY, UTAH

DRAWN BY:	N. BURKOVICH	CHECKED BY:	JSH
DATE:	3/2/11	SCALE:	1" = 600'
JOB NUMBER:	4811	SHEET:	2 OF 3

LEGEND	
Brown Cap (found)	●
Brown Cap (Searched for but not found)	○
C/O	()
GPS Measured	□

LINE #	LENGTH	BEARING
L44	125.97'	S8° 37' 38"E
L45	192.88'	S3° 51' 31"W
L46	153.08'	S5° 15' 22"W
L47	134.27'	S16° 20' 04"W
L48	159.46'	S17° 50' 31"W
L49	89.73'	S8° 38' 52"W
L50	115.85'	S3° 58' 49"E
L51	111.18'	S10° 17' 09"E
L52	41.81'	S36° 18' 08"E
L53	137.68'	S8° 36' 31"E
L54	185.08'	S69° 39' 47"E
L55	102.93'	S57° 31' 13"E
L56	70.65'	S21° 28' 16"E
L57	206.87'	S18° 54' 05"W
L58	283.53'	S27° 57' 20"W
L59	186.13'	S30° 37' 17"W
L60	138.42'	S31° 00' 02"W
L61	195.56'	S19° 08' 43"W
L62	181.30'	S14° 08' 57"W
L63	146.46'	S3° 14' 27"W
L64	328.74'	S18° 53' 27"W
L65	281.44'	S21° 42' 02"W
L66	71.28'	S4° 32' 28"W
L67	53.13'	S15° 59' 28"E
L68	142.05'	S30° 07' 48"E
L69	191.99'	S28° 14' 17"E
L70	313.82'	S37° 38' 12"E
L71	404.45'	S31° 25' 19"E
L72	355.98'	S39° 07' 48"E
L73	188.06'	S44° 22' 22"E
L74	286.74'	S42° 23' 08"E
L75	261.51'	S28° 32' 36"E
L76	113.61'	S3° 02' 41"E
L77	105.72'	S9° 58' 16"W
L78	106.91'	S7° 03' 02"W
L79	73.11'	S18° 05' 31"E
L80	180.25'	S20° 46' 09"E



SURVEYORS CERTIFICATE
 I, JOHN S. HUBNER, A PROFESSIONAL LAND SURVEYOR, HOLDING CERTIFICATE NO. 144842 STATE OF UTAH, DO HEREBY CERTIFY THAT THE INFORMATION ON THIS DRAWING IS A TRUE AND ACCURATE SURVEY BASED ON DATA OF RECORD AND WAS CONDUCTED UNDER MY PERSONAL DIRECTION AND SUPERVISION AS SHOWN HEREON.

Prepared For:
HUNT OIL COMPANY
 Access Corridor
 Prepared By:
TALON RESOURCES, INC.

1. THIS IS A CENTERLINE SURVEY OF THE CORRIDOR ONLY AND DOES NOT REFLECT OR DELINEATE PROPERTY BOUNDARIES.
 2. BASIS OF BEARING IS BEARING FROM C.P.S., USING A TRIMBLE S700 SURVEY GRADE UNIT.

1" = 600' FEET
 15' = 1" PLAIN COPY

John S. Hubner
 PLS # 4811
 3/11

John S. Hieflner
No. 144842
Utah State Board of Professional Land Surveyors

SURVEYOR'S CERTIFICATE
I, JOHN S. HIEFLNER, A PROFESSIONAL LAND SURVEYOR, HOLDING CERTIFICATE NO. 144842, STATE OF UTAH, DO HEREBY CERTIFY THAT THE INFORMATION ON THIS DRAWING IS A TRUE AND ACCURATE SURVEY BASED ON DATA OF RECORD AND WAS CONDUCTED UNDER MY PERSONAL DIRECTION AND SUPERVISION AS SHOWN HEREON.

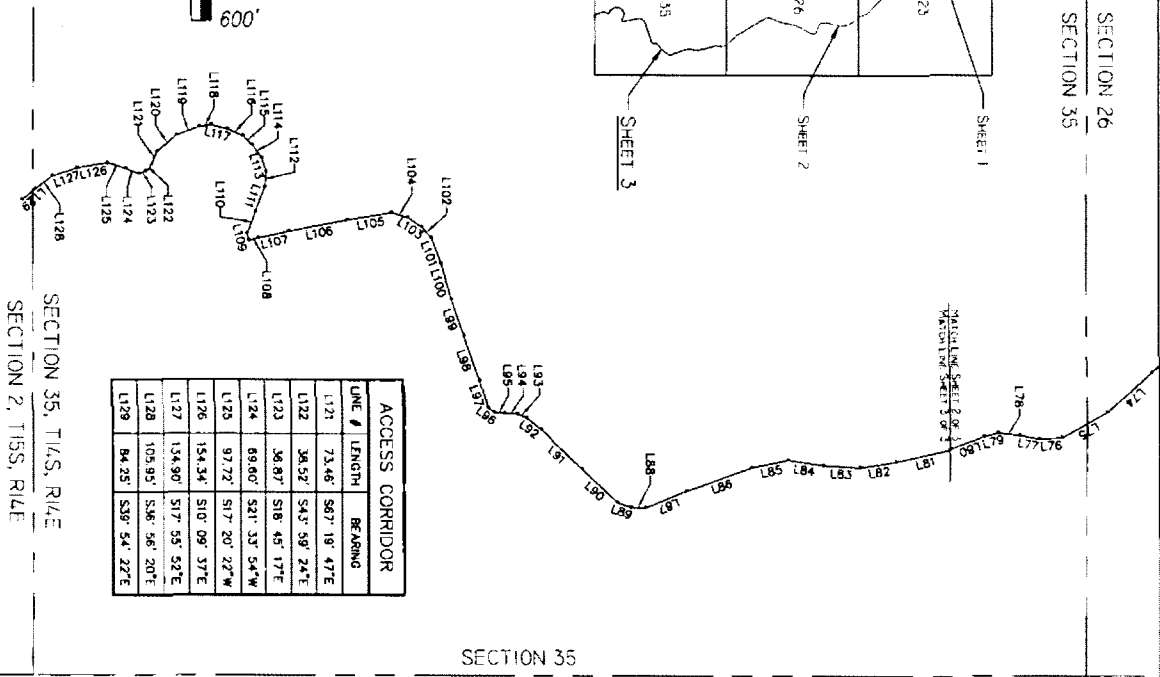
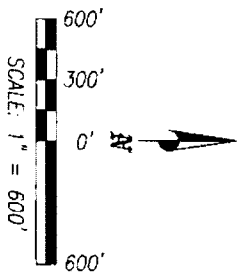
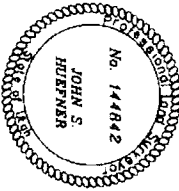
Prepared For:
HUNT OIL COMPANY
Access Corridor
Prepared by:
TALON RESOURCES, INC.

1. THIS IS A CENTERLINE SURVEY OF THE CORRIDOR ONLY AND DOES NOT REFLECT OR DELINEATE PROPERTY BOUNDARIES.
2. BASIS OF BEARING IS DERIVED FROM G.P.S. USING A Trimble 5700 SURVEY GRADE UNIT.

4.25" BEARING AND 1/8" OR EQUAL
SCALE OF THE FOLLOWING DIMENSIONS

1" = 600'

ACCESS CORRIDOR



LINE #	LENGTH	BEARING
L121	73.46'	S87.19° 47'E
L122	36.52'	S43.59° 24'E
L123	36.87'	S18.45° 17'E
L124	69.60'	S21.37° 54"W
L125	97.72'	S17.20° 22"W
L126	134.90'	S17.55° 52'E
L128	105.95'	S36.56° 20'E
L129	84.25'	S39.54° 22'E

SECTION 35, T14S, R14E
SECTION 2, T15S, R14E

LINE #	LENGTH	BEARING
L81	275.32'	S17.53° 05'E
L82	182.05'	S6° 56' 42"E
L83	182.83'	S7° 38' 15"W
L84	178.53'	S9° 12' 43"W
L85	184.85'	S17° 03' 43"E
L86	345.41'	S17° 58' 28"E
L87	227.06'	S21° 55' 02"E
L88	71.40'	S27° 27' 08"W
L89	69.80'	S20° 08' 59"W
L90	242.34'	S43° 28' 31"W
L91	287.67'	S43° 25' 51"W
L92	96.78'	S37° 33' 31"W
L93	51.16'	S20° 55' 22"W
L94	63.20'	S4° 02' 17"W
L95	53.77'	S9° 14' 38"W
L96	33.41'	S38° 28' 14"W
L97	140.47'	S73° 15' 10"W
L98	235.74'	S70° 47' 31"W
L99	187.05'	S70° 33' 54"W
L100	181.93'	S74° 19' 03"W
L101	136.28'	S68° 55' 15"W
L102	70.67'	S46° 03' 37"W
L103	88.74'	S34° 09' 18"W
L104	86.21'	S16° 21' 00"W
L105	225.57'	S9° 32' 31"E
L106	300.12'	S10° 59' 18"E
L107	156.52'	S11° 59' 05"E
L108	33.37'	S76° 57' 40"W
L109	116.79'	N68° 56' 42"W
L110	128.70'	N68° 04' 00"W
L111	77.24'	N84° 20' 50"W
L112	80.78'	S33° 25' 06"W
L113	72.28'	S23° 25' 35"W
L114	69.46'	S43° 48' 29"W
L115	82.45'	S24° 01' 23"W
L116	82.68'	S13° 35' 43"W
L117	61.20'	S7° 07' 09"E
L118	120.82'	S20° 37' 24"E
L119	128.56'	S41° 49' 16"E

HUNT OIL COMPANY
SECTION 35
T14S, R14E, S.L.B.&M.
CARBON COUNTY, UTAH

Talon Resources, Inc.
415 North 400 East
P.O. Box 1210
Huntington, Utah 84458
Phone: (435) 687-5310
Fax: (435) 687-5311



REVISIONS
DATE: _____ BY: _____

DRAWN BY: N. BUTKOVICH
CHECKED BY: JSH

DRAWING: H-4811
DATE: 3/2/11

JOB NUMBER: SHEET 3 OF 3
SCALE: 1" = 600'

LEGEND
Brass Cap (Found)
Brass Cap (Searched for but not found)
G.P.S. Measured

**EXHIBIT B TO SPECIAL WARRANTY DEED,
BILL OF SALE AND GRANT OF ACCESS EASEMENT**

PERMITTED EXCEPTIONS

1. Standby fees, taxes and assessments by any taxing authority for the year 2011, and subsequent years.
2. A water delivery system, including power lines, pumping plant, pipeline, reservoir, etc." as set forth in that certain Bargain and Sale Deed recorded September 17, 1942, as Entry No. 39630, in Book 3-W, at Page 290, of Official Records. (NOTE: Appears to affect lands in Section(s) 36,25,32,34 and 33, T15S, R14E. and Section(s) 4.5 and 6. T15S, R14E.)
3. A Right-of-Way for ingress and egress over existing roads within Sections 19 and 30, Township 14 South, Range 15 East, as disclosed by those certain Quit Claim Deeds of Right-of-Way recorded April 24, 1981, as Entry Nos. 157943 and 157944, in Book 206, at Pages 232 and 233, of Official Records.
4. An Easement and Right-of-Way Agreement dated July 6, 1983, executed by and between Kaiser Steel Corporation, Don R. Wilcox, Jeanette Wilcox, Waldo Wilcox, Julia Wilcox, Grantors, and Donald L Dennis and American Plasti-Plate Corporation, Grantees, recorded July 12, 1983, in Book 229, at Page 632, wherein grantor agrees to grant a perpetual easement and right-of-way 20 feet in width over and across grantor's property located within Township 15 South, Range 14 East and Township 15 South, Range 15 East, Salt Lake Base and Meridian, for the purpose of grantees having access to grantor's property.
5. Deed, Assignment and Bill of Sale dated June 23, 1986, executed by Kaiser Coal Corporation and Kaiser Coal Corporation of Sunnyside, both Delaware Corporations, in favor of Kaiser Fuel Corporation, a Delaware Corporation, recorded August 6, 1986, as Entry No. 013334, in Book 262, at Page 803, wherein is conveyed the gob, coal tailings and waste piles located on or in said lands and leases together with all easements and rights-of-way necessary to develop, extract, mine or remove the same of to transport, store and/or stockpile said materials for use on the premises.
6. Easements in favor of the United States of America for seismograph and seismometer stations as disclosed in that certain Deed and Assignment recorded March 10, 1989, as Entry No. 23281, in Book 287, at Page 52, of Official Records. (NOTE: Appears to affect lands in Section(s) 17, 20, 28, 29, 32-36, T14S, R14E; Sections 5, 7 and 8, T15S, R14E; and Sections 6, 7, 17,20 and 29, T15S, R15E.)
7. Rights regarding extraction of minerals and surface use as reserved in those certain Warranty Deeds recorded July 18, 1962, as Entry Nos. 100262, 100263, 100264 and 100265, in Book 79, at Pages 434, 436, 438 and 440, of Official

Records. (NOTE: Appears to affect lands in Section(s) 12, 13, 14 and 24. T15S, R14E, and Section(s) 18, T15S, R15E.)

8. Notice to the Public executed by Nick Houser, recorded December 22, 1995, in Book 366 at Page 35, wherein Houser gives notice that there is no public or private access across his property (Lot 4, Section 7, Township 15 South, Range 15 East), to get to and from any lands in Section 18, Township 15 South, Range 15 East; and Sections 1, 11, 13, 14, 23 and 24, Township 15 South Range 14 East.
9. Ditches and ditch rights, and easements for purposes of ingress and egress and utilities to adjoining lands, as set forth in that certain Warranty Deed recorded November 9, 2006 as Entry No. 120330 in Book 632 at Page 742.