

Grantor/Send Tax Notice to:
Dean W. Morgan, Managing
Manager of The Morgan Family
Family Ranch LLC
1796 East Oakhills Drive
Layton, Utah 84041

E 088373 B 180 P 0696
Date 23-MAY-2002 9:24am
Fee: 49.00 Check
BRENDA NELSON, Recorder
Filed By MBA
For ROWE & WALTON
MORGAN COUNTY

Parcel I.D. #01-004-213
Parcel I.D. #01-004-027
Parcel I.D. #01-004-263
Parcel I.D. #01-004-494
Parcel I.D. #01-004-207
Parcel I.D. #01-004-220
Parcel I.D. #01-004-221
Parcel I.D. #01-004-298-01
Parcel I.D. #01-004-200
Parcel I.D. #01-004-264-01
Parcel I.D. #01-004-322

DELEGATION OF AUTHORITY AND
CERTIFICATE OF INCUMBENCY

Pursuant to Article 1.7, Management of Business, of the First Amended Operating Agreement of THE MORGAN FAMILY RANCH, L.L.C., dated the 10TH day of January, 2001, the undersigned hereby certify the following:

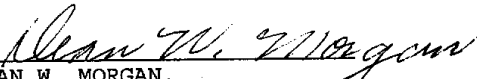
1. That the members have unanimously voted to a change in management of the limited liability company.
2. That the new and acting managers are Dean W. Morgan, Sheryl M. Cunningham and Michael Dean Morgan as Co-Managers of The Morgan Family Ranch, LLC.

3. This delegation shall include any and all powers granted under the original and first amended operating agreement from this date forward and shall remain in effect until revoked by further writing. This delegation is to facilitate the management of THE MORGAN FAMILY RANCH LLC, dated the 28th day of April, 1999.
4. DEAN W. MORGAN, SHERYL M. CUNNINGHAM, and MICHAEL DEAN MORGAN do hereby acknowledge and accept said position as Co-Managing Managers under Article 1.7 of the First Amended Operating Agreement of THE MORGAN FAMILY RANCH, L.L.C., dated the 28th day of April, 1999, and do hereby agree to perform all duties and obligations thereunder as Co-Managing Managers pursuant to said operating agreement to the best of their abilities.
5. Pursuant to the general provisions of THE MORGAN FAMILY RANCH, L.L.C., particularly, Article 1.7, all parties dealing with the manager shall deal with DEAN W. MORGAN, SHERYL M. CUNNINGHAM and MICHAEL DEAN MORGAN, together, as Co-Managing Managers of THE MORGAN FAMILY RANCH, LLC, dated the 28th day of April, 1999, as though said Co-Managing Managers have absolute power over said property and account(s) without any conditions, restrictions or qualifications whatsoever, including the requirement of posting bond.
6. The following property located in **Morgan County, State of Utah**, as originally recorded as Entry Number 082937, dated the 10th day of August, 2000, Book Number M161, Page Number 0489, is affected by this Delegation of Authority and Certificate of Incumbency:

SEE ATTACHED EXHIBIT A.

7. DEAN W. MORGAN, SHERYL M. CUNNINGHAM and MICHAEL DEAN MORGAN, as Co-Managing Managers of THE MORGAN FAMILY RANCH, L.L.C., hereby remove the name of DEAN W. MORGAN and HELEN R. MORGAN as Managing Members of THE MORGAN FAMILY RANCH, L.L.C., from the above-referenced property, and the property shall be titled from this date forward as: **DEAN W. MORGAN, SHERYL M. CUNNINGHAM and MICHAEL DEAN MORGAN, Co-Managing Managers of THE MORGAN FAMILY RANCH LLC, DATED THE 28th DAY OF APRIL, 1999 OF LAYTON, DAVIS COUNTY, STATE OF UTAH.**

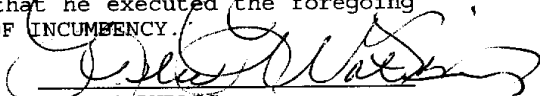
The foregoing Delegation of Authority and Certificate of Incumbency
is dated and signed this 29TH day of April, 2002.

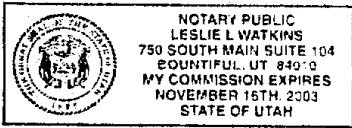

DEAN W. MORGAN,
Managing Member of
THE MORGAN FAMILY RANCH LLC,
DATED APRIL 28, 1999

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 29TH day of April, 2002, personally appeared before me DEAN
W. MORGAN, Managing Member of THE MORGAN FAMILY RANCH, L.L.C. dated April
28th, 1999, who duly acknowledged to me that he executed the foregoing
DELEGATION OF AUTHORITY AND CERTIFICATE OF INCUMBENCY.

My Commission Expires: 10-16-03


NOTARY PUBLIC
Residing at Davis County



The foregoing Delegation of Authority and Certificate of Incumbency is dated and signed this 29th day of April, 2002.

Sheryl M. Cunningham POA

HELEN R. MORGAN, By: Sheryl M. Cunningham, under Durable Power of Attorney dated the 7th day of April, 1999. (See Attached Exhibit "B")

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 29th day of April, 2002, personally appeared before me HELEN R. MORGAN, By: Sheryl M. Cunningham, under Durable Power of Attorney dated the 7th day of April, 1999, (See Attached Exhibit "B"), Managing Member of THE MORGAN FAMILY RANCH, L.L.C. dated April 28th, 1999, who duly acknowledged to me that she executed the foregoing DELEGATION OF AUTHORITY AND CERTIFICATE OF INCUMBENCY.

My Commission Expires: 11-16-03

Leslie L. Watkins
NOTARY PUBLIC
Residing at Davis County

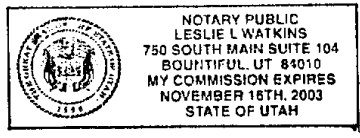


EXHIBIT "A"

Parcel I.D. #01-004-213

A PART OF THE SOUTHWEST QUARTER AND A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16; AND A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN. TRUE MERIDIAN IS USED AS BASE BEARING.

BEGINNING AT A POINT WHICH BEARS N. 0°10' W. 815.3 FEET AND EAST 48.1 FEET FROM THE SOUTHWEST CORNER OF SECTION 16, IN TOWNSHIP 4 NORTH OF RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN, (THE SECTION CORNER IS MARKED BY A METAL MONUMENT SET BY THE U.S. BUREAU OF LAND MANAGEMENT 1952 RESURVEY), AND RUNNING THENCE N. 72°23' E. 219.0 FEET TO THE CENTER LINE OF A SLOUGH; THENCE ALONG SAID SLOUGH TWO COURSES: S. 64°00' E. 160.0 FEET; S. 26°30' E. 225.0 FEET; THENCE N. 73°00' E. 1102.0 FEET; THENCE N. 63°12' W. 57.0 FEET; THENCE N. 74°30' W. 145.0 FEET; THENCE N. 67°40' W. 450.0 FEET; THENCE N. 38°00' W. 96.0 FEET; THENCE N. 72°00' E. 206.0 FEET; THENCE N. 73°20' E. 128.0 FEET; THENCE N. 29°20' W. 282.0 FEET; THENCE N. 76°30' E. 864.6 FEET; THENCE N. 18°00' W. 230.0 FEET; THENCE NORTH 310.0 FEET; THENCE N. 69°30' E. 185.0 FEET; THENCE N. 47°00' W. 223.0 FEET; THENCE N. 59°42' E. 227.0 FEET; TO THE QUARTER SECTION LINE; THENCE ALONG SAID LINE N. 89°45' E. 236.0 FEET TO THE SOUTHWEST BOUNDARY OF THE UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID BOUNDARY S. 39°42' E. 455.0 FEET PARALLEL WITH AND 200 FEET DISTANT FROM THE CENTER LINE OF THE WEST BOUND MAIN LINE OF SAID RAILROAD; THENCE NORTH 234.83 FEET ALONG THE QUARTER SECTION LINE; THENCE S. 39°42' E. 1049.4 FEET ALONG THE SOUTHWEST BOUNDARY OF SAID RAILROAD PARALLEL WITH AND 50 FEET DISTANT FROM THE CENTER LINE OF SAID WEST BOUND MAIN LINE; THENCE S. 50° W. 874.0 FEET; THENCE S. 71°30' W. 873.0 FEET ALONG THE CENTER LINE OF THE WEBER RIVER; THENCE CONTINUING ALONG THE CENTER LINE OF SAID RIVER S. 11°00' E. 495.0 FEET; THENCE WEST 265.0 FEET; THENCE SOUTH 125.0 FEET; THENCE S. 71°00' W. 878.0 FEET; THENCE S. 21°00' E. 272.0 FEET; THENCE S. 64°30' W. 267.0 FEET; THENCE N. 28°12' W. 312.5 FEET; THENCE N. 34°27' W. 320.0 FEET; THENCE N. 25°00' W. 568.3 FEET; THENCE N. 7°00' E. 136.5 FEET TO THE POINT OF BEGINNING; THE LAST FOUR COURSES ARE ALONG THE NORTHEAST BOUNDARY LINE OF THE WEBER BASIN GATEWAY CANAL RIGHT OF WAY. CONTAINING 75.33 ACRES. SUBJECT TO EXISTING RIGHTS OF WAY.

Parcel I.D. #01-004-027

ALL OF THE SOUTH HALF OF SECTION 24, IN TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, CONTAINING 320.00 ACRES.

Parcel I.D. #01-004-263

LOTS 3 AND 4 AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, IN TOWNSHIP 4 NORTH OF RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN, CONTAINING 163.20 ACRES.

Parcel I.D. #01-004-494

LOTS 1 AND 2, AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, IN TOWNSHIP 4 NORTH OF RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN, CONTAINING 162.69 ACRES.

SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAYS NOW USED AND ALL EASEMENTS AND RIGHTS OF WAYS ON RECORD.

Parcel I.D. #01-004-207

A PART OF THE N HALF OF THE SW QUARTER AND A PART OF THE S HALF OF THE NW QUARTER OF SECTION 16, AND A PART OF THE NE QUARTER OF THE SE QUARTER OF SECTION 17, T4N, R2E, OF THE SLB&M, U.S. RESURVEY BY THE U.S. BUREAU OF LAND MANAGEMENT OF 1952.

BEG. AT A POINT WHICH BEARS N. 0°10' W 1808.0 FEET FROM THE SW CORNER OF THE SAID SECTION 16, (SAID SW CORNER IS MARKED BY A BURIED METAL POST WITH MARKED HUB REFERENCED BY A METAL HUB VISIBLE WEST 76.56 FEET AND ANOTHER VISIBLE HUB N 83.82 FEET ALONG A FENCE LINE), AND RUN TH S 69°18' W 300.0 FEET TO THE E BOUNDARY LINE RIGHT OF WAY OF WEBER BASIN WATER CONSERVANCY DISTRICT; TH ALONG THE SAID E BOUNDARY LINE TWO COURSES AS FOLLOWS: N 54°50' W 107.0 FEET; N 58°15' W 349.0 FT; TH N 70°10' E 1270.0 FEET ALONG A BOUNDARY LINE FENCE; TH N 24°00' E 254.0 FEET ALONG THE CENTER LINE OF A SLOUGH; TH N 71°20' E 352.0 FEET ALONG A LINE FENCE; TH N 14°20' W 303.0 FEET ALONG THE CENTER LINE OF A SLOUGH; TH N 62°00' E 717.0 FEET TO THE CENTER LINE OF THE WEBER RIVER; TH DOWN THE CENTER LINE OF SAID RIVER TWO COURSES AS FOLLOWS: N 40°00' W 340.0 FEET; N 63°30' W 540.0 FEET; TH N 59°00' E 217.4 FEET TO THE 40 ACRE LINE; TH ALONG SAID LINE EAST 184.74 FEET; TH ALONG THE W BOUNDARY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD S 39°42' E 1702.34 FEET TO THE QUARTER SECTION LINE; TH ALONG SAID LINE S 89°45' W 236.0 FEET; TH S 59°42' WEST 227.0 FEET; TH S 47°00' E 233.0 FEET; TH S 69°30' W 1344.0 FET; TH N 24°10' W 163.5 FEET; TH S 69°18' W 734.0 FEET TO THE POB. CONTAINING 44.20 ACRES.

TOGETHER WITH ALL WATER RIGHTS OF ANY NATURE WHATSOEVER, INCLUDING 70 FEET OF IRRIGATION WATER FROM THE WEBER BASIN CONSERVANCY DISTRICT.

SUBJECT TO A \$10,650 NOTE TO THE COSEC AND COMPANY.

Parcel I.D. #01-004-220

COMMENCING AT THE SOUTHWEST CORNER OF THE SE1/4 OF THE SE1/4 OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE NORTH 510.0 FEET TO A SLOUGH; THENCE ALONG THE SLOUGH SOUTHEASTERLY 750.0 FEET TO THE SOUTH LINE OF SAID SECTION 16; THENCE WEST 400 FEET TO THE PLACE OF BEGINNING. CONTAINING 3.50 ACRES.

Parcel I.D. #01-004-221

COMMENCING 48.0 RODS EAST OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 16; RUNNING THENCE EAST 32.0 RODS; THENCE NORTH 40.0 RODS; THENCE SOUTHWEST 60.0 RODS TO THE POINT OF BEGINNING, CONTAINING 6.0 ACRES, WITH A 1 ROD WIDE RIGHT OF WAY FROM THE COUNTY ROAD.

Parcel I.D. #01-004-298-01

A PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT WHICH IS 108.14 FEET SOUTH AND 570.42 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 21, AND RUNNING THENCE SOUTH 7°20' WEST 682.0 FEET ALONG FENCE LINE; THENCE SOUTH 11°51' EAST 67.0 FEET; THENCE SOUTH 38°24' EAST 606.0 FEET; THENCE NORTH 89°44' EAST ALONG FENCE LINE 311.0 FEET TO EAST LINE OF SAID SECTION 21; THENCE SOUTH 104.6 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTH 89°50' WEST 1320 FEET; THENCE NORTH 0°14' EAST 1320.0 FEET; THENCE NORTH 88°54' EAST 439.63 FEET; THENCE SOUTH 89°00' EAST 261.0 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH 10 SHARES OF WEBER RIVER WATER USERS ASSN. STOCK.

Parcel I.D. #01-004-200

SITUATE IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 2 EAST, S.L.M.; BEGINNING AT A POINT 9.89 CHAINS NORTH OF THE SOUTHWEST CORNER OF THE AFORESAID SEC. 16; RUNNING THENCE NORTH 3.75 CHAINS; THENCE EAST 3.75 CHAINS; THENCE NORTH 69° EAST 11.0 CHAINS; THENCE SOUTH 74° EAST 12.0 CHAINS; THENCE SOUTH 70° 45' WEST 19.0 CHAINS; THENCE NORTH 26° WEST 4.0 CHAINS; THENCE SOUTH 79° WEST 5.80 CHAINS TO PLACE OF BEGINNING. CONTAINING 11.25 ACRES.

SUBJECT TO RIGHT OF WAY RESERVED BY ABRAHAM MADSEN FOR WATER DITCH ACROSS THE ABOVE DESCRIBED LAND.

Parcel I.D. #01-004-264-01

THE N ½ OF SE 1/4 OF SEC. 19, T4N, R2E, SLB&M.

Parcel I.D. #01-004-022

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S.
SURVEY.

EXCEPTING THEREFROM THE FOLLOWING: BEGINNING AT THE SOUTHWEST
CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID
SECTION 21, AND RUNNING THENCE NORTH 31 RODS, THENCE EAST 2 RODS,
THENCE SOUTHEAST 33 RODS; THENCE WEST 11 RODS TO THE POINT OF
BEGINNING.

DURABLE POWER OF ATTORNEY

I, HELEN R. MORGAN, of Layton, Davis County, State of Utah, do hereby make, constitute, and appoint SHERYL M. CUNNINGHAM, as my true and lawful attorney, effective immediately, for me and in my name, place and stead to do and perform all acts, binding me and my property, real, personal and mixed, as fully to all intents and purposes as I might or could do if personally present, including without limiting the generality of the foregoing, for me and in my name and on my behalf:

1. To sell, convey, assign, transfer, gift, (to natural objects of my bounty), donate (to charity), disclaim, exchange, hold, manage, control, lend, license, lease, encumber by mortgage, pledge, or in any other manner, and otherwise deal with all or any part or interest in property of every nature whatsoever, real, personal or mixed, tangible or intangible, legal or equitable, and wheresoever situated, which I do now, or may at any time hereafter own, possess or be entitled to, including all that property listed in Schedule A of my family trust;

2. To make, execute, acknowledge and deliver all deeds, conveyances, trust deeds mortgages, leases, notes, contracts, bills of sale, assignments, stock and bond powers, proxies to vote or act, certificates and written instruments of every kind and nature, regardless of the duration of the legal obligation created by any such instruments;

3. To prepare, execute, deliver, and file Federal, state and local income, gift, sales/use, property, and other tax returns, consents, waivers, extensions, amendments, claims or abatement, refund or credit, settlement, and closing agreements and other documents of every kind relating to such taxes and to prosecute and settle claims for abatement, refund, or credit and to do all things in connection with such taxes as fully as I could do myself and to appear for me and to represent me before the Internal Revenue Service and other Federal, state, and local tax authorities in connection with any matter involving such taxes, with full power to do anything whatsoever in connection therewith, including full power of substitution and revocation;

4. To withdraw any money on deposit with any banks or other financial institutions, by signing checks or in any other manner; to have access to and the right to remove the contents of any safe deposit boxes or vault boxes rented in my name and/or in any connection with which I shall have the right of access; and to receive and give receipts for and/or endorse any and all checks, drafts, notes, or vouchers made payable to me;

5. To exercise or release any powers of amendment, revocation, withdrawal or appointment or other discretionary powers contained in any will, trust agreement, contract or other instrument executed by me or to which I am a party;

6. To establish one or more checking and/or savings accounts, brokerage accounts, and other forms of account in which money may be held or deposited, in the name of my attorney subject to withdrawal only upon

the signature of my attorney or the signature of a substitute or agent as my attorney may designate; to deposit therein any monies now belonging to me or hereafter acquired; and to withdraw and apply such funds in payment of my lawful debts, in support of those who have lawful claim upon me, and otherwise for my benefit;

7. To employ servants, agents, nurses, doctors, attorneys, brokers, accountants and other assistants for me as may be necessary or appropriate and to pay reasonable compensation and charges for such employment;

8. To purchase, lease, or otherwise acquire real estate, stocks, bonds, chosen in action, insurance contracts (insuring my life, property, risk of liability or other risks that are insurable by me), chattels and/or any other property or interest therein, real, personal, or mixes, tangible or intangible, legal or equitable, and wheresoever situated, at such prices and on such terms as my attorney shall deem proper in the sole discretion of my attorney, and to execute any and all agreements, contracts, mortgages, notes, deeds and/or other instruments in connection therewith;

9. To receive and open any mail, package, or similar delivery or communication addressed or intended for me and to give receipts for any registered, certified, or insured mail or similar delivery in my name;

10. To collect and receive all benefits to which I am entitled under any insurance policies, annuity contracts, or retirement plans (including IRA's), to apply for, execute, and submit claims and distribution requests and any other necessary claims, and to execute and deliver and receipt for benefits received to the insurer, trustee, bank, or other person making payment thereof, which shall be a full and complete release and discharge of such person, and any such persons is not required to see to the application of the proceeds of any such claim or benefits;

11. To request, obtain and receive confidential information concerning me or my affairs from any professional person or entity, including physicians, lawyers, accountants, hospitals, and governmental agencies;

12. To institute, prosecute, and defend, for me and in my name or on my behalf as plaintiff or defendant, any legal proceedings which my attorney may deem appropriate or which may be brought against me, and to accept service of process in any such action, and to settle, compromise, and adjust, upon such terms and conditions as may be appropriate or expedient in the sole discretion of my attorney, any such suits, proceeding, claims, or causes of action, and;

13. To do all other acts, whether hereinabove expressly described or not, which may be legally delegated by a power of attorney, with full power and authority of substitution and revocation, it being my intention that the terms of this power of attorney shall be construed liberally in favor of my said attorney, with all such acts that my attorney shall lawfully do or cause to be done by virtue hereof being hereby ratified and confirmed by me.

My attorney shall exercise this power of attorney as I may direct from time to time or as my attorney, in such attorney's sole and complete judgment and discretion, shall deem necessary, wise, proper, or appropriate for my benefit, provided that the persons named above as my attorney are in agreement. Said person above named as my attorney must sign any instrumental or document purporting to exercise this power of attorney and such signatures shall constitute conclusive evidence of the agreement of said persons to so act.

This power of attorney shall be effective immediately and shall remain in full force and effect until the receipt by my attorney or persons dealing with my attorney of a written revocation signed by me. This power of attorney shall remain in full force and effect notwithstanding my disability or incompetence. Any previous power of attorney given by me to any person is hereby revoked.

All persons dealing with my attorney may rely on a photostatic copy hereof without requiring the production of this original power of attorney.

IN WITNESS WHEREOF, I have hereunto signed my name this 12th day of June, 2000.

Helen R. Morgan

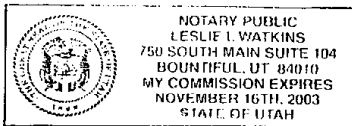
HELEN R. MORGAN

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

On the 12th day of June, 2000, personally appeared before me HELEN R. MORGAN, signer of the within instrument, who duly acknowledged to me that she executed the same.

My Commission Expires: 11-16-03

Leslie L. Watkins
NOTARY PUBLIC
Residing at Davis County



Parcel I.D. #01-004-264-01

THE N ½ OF SE 1/4 OF SEC. 19, T4N, R2E, SLB&M.

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