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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: DOROTHY SINFIELD, DEPUTY

AFFIDAVIT

STATE OF NEBRASKA)
) : ss.
COUNTY OF Douglas)

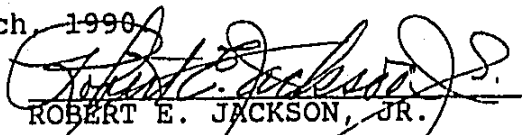
ROBERT E. JACKSON, JR., being first duly sworn on his oath, deposes as follows:

1. He is Manager of Contracts & Real Estate in Omaha, Nebraska, for Union Pacific Railroad Company, and as such has knowledge of the matters set forth in this Affidavit and makes this Affidavit on behalf of Union Pacific Railroad Company.

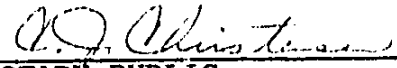
2. Attached hereto as Exhibit "A" is a true and correct copy of the Road Crossing Agreement (the "Agreement") entered into by and among Los Angeles & Salt Lake Railroad Company, Union Pacific Railroad Company, and Johnson Ready-Mix Company, Inc., Evan Hansen and O. V. Hansen, L.D. No. 22700, dated September 10, 1973, and Addendum to the said contract, dated March 7, 1977, for a private road crossing at M.P. 776.28, near Mount, Utah (the "Addendum"). The private road crossing is located in Salt Lake County, State of Utah, and is described more particularly in Exhibit "B" hereto. To the extent of any discrepancy between the description in the Agreement and the description in Exhibit "B," the description in the Agreement shall be controlling.

3. To the best of my knowledge, the Agreement, as modified by the Addendum, is in full force and effect.

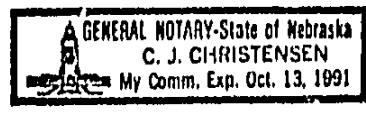
DATED this 1 day of March, 1990.


ROBERT E. JACKSON, JR.

The foregoing instrument was acknowledged before me on this day of March, 1990, by ROBERT E. JACKSON, JR., as the Manager of Contracts in Omaha, Nebraska, of Union Pacific Railroad Company.


NOTARY PUBLIC
Residing at: Douglas County

My Commission Expires:
Oct 13, 1991



rej/r/0301s

BK6202F60296

UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION

LAW DEPARTMENT

LD 21081 and LD 21921

10 SOUTH MAIN STREET
SALT LAKE CITY, UTAH 84101

S M MATHESON
GENERAL SOLICITOR

D A BYBEE
GENERAL ATTORNEY

N W KETTNER
S. A. GOODSSELL
J. C. WILLIAMS
ASSISTANT GENERAL ATTORNEYS

EXHIBIT "A"

September 6, 1973

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Evan Hansen
1815 East Creek Road
Sandy, Utah 84071

Mr. O. V. Hansen
2375 Walker Lane
Salt Lake City, Utah.

Re: Private Crossings located at MP 775.76
and MP 776.28, Provo Subdivision, Union
Pacific Railroad Company --

Dear Messrs. Hansen:

On February 9, 1971, you executed a private crossing agreement with the Union Pacific Railroad Company, (hereinafter Railroad) covering a private crossing at Mount, Utah, at MP 775.76 on the mainline of the Railroad's Provo Subdivision. On June 29, 1973, you made application to the Railroad to secure a private crossing agreement covering a private crossing at MP 776.28 at Mount, Utah, on the mainline of the Railroad's Provo Subdivision:

Paragraph 8 of your agreement with the Railroad of February 9, 1971, provides as follows:

"ROADWAY NOT TO BE USED BY PUBLIC:
"The Licensee shall not permit said roadway to be used by the public, or by any person or persons except the Licensee and the family, tenants, and employes of the Licensee, it being expressly stipulated that said roadway is a private one and not intended for public use."

Paragraph 9 of that same agreement provides as follows:

LD-21801
CD-32368-
AUDIT 11765

9954112 MR 270

BK 6202FG0297

Mr. Evan Hansen
Mr. O. V. Hansen
Page Two
September 6, 1973

"9. LICENSEE TO KEEP GATES CLOSED:

"The Licensee shall at all times keep gates closed except when opened to permit the use of said roadway in accordance with the terms of this agreement."

Paragraph 11 of said agreement further provides as follows:

"11. LIABILITY:

"The Licensee shall further indemnify and hold harmless the Railroad Company from and against any and all damages, claims, demands, actions, causes of action, costs and expenses of whatsoever nature which may result from any injury to or the death of any person whomsoever, or from loss of or damage to property of any kind or nature, including damage to the roadbed, tracks, equipment or other property of the Railroad Company, when such injury, death, loss or damage is due in any way to the existence of said roadway"

Paragraph 12 of said agreement also provides as follows:

"12. TERMINATION:

"If the Licensee shall fail, neglect or refuse to keep, observe and perform any or all of the conditions, covenants and agreements herein contained on the part of the Licensee to be kept, observed and performed, the Railroad Company may at its option terminate this agreement by giving the Licensee thirty (30) days' notice in writing of its intention so to do, and at the expiration of said notice this agreement shall become null and void and of no further force and effect between the parties hereto.

SMC 442 mg 271

BK 6202Pg0298

Mr. Evan Hansen
Mr. O. V. Hansen
Page Three
September 6, 1973

"In the event of the termination of this agreement as herein provided, the Licensee shall be without recourse or redress of any character against the Railroad Company by reason thereof, and such termination shall in no manner prejudice or impair any right of action for damages or otherwise that the Railroad Company may have against the Licensee."

During the past several months it has come to the Railroad's attention that you have on two occasions leased your property lying to the east of these tracks at these two private crossing locations to one Terry Larson for the purpose of conducting a "rock" concert. Several thousands of people attended both of these concerts and in the process thereof utilized both of the above-mentioned and described private crossings. In addition hundreds of people on both occasions parked their vehicles on the Railroad's right of way and in extremely close proximity to the Railroad's track. The use of the Railroad's right of way and the private crossings in question by the people attending these concerts constitutes both an extremely hazardous safety situation and a violation of the foregoing quoted provisions of your private crossing agreement with the Railroad dated February 9, 1971.

On September 6, 1973, I discussed this matter with Mr. Evan Hansen over the telephone, and he represented to me at that time that no further "rock" concerts of any kind were contemplated or would be held at the location in question and that you both intended to comply with all of the terms, covenants, conditions and provisions of your private crossing agreement with the Railroad dated February 9, 1971. The purpose of this letter is to secure written acknowledgment and confirmation from both of you that no further "rock" concerts of any kind will be held at the location in question, that you do intend to comply with all of the terms, conditions, covenants and provisions contained

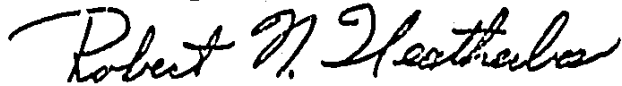
BK 6202 PG 0299
PAGE 272

Mr. Evan Hansen
Mr. O. V. Hansen
Page Four
September 6, 1973

in your private crossing agreement executed between you and the Railroad on February 9, 1971, and in particular those terms, conditions, covenants, provisions set forth above in this letter, and that you further understand and agree to abide by and be bound by the quoted terms, conditions and provisions of your agreement with the Railroad of February 9, 1971, that are set forth above in reference to your use of the private crossing at MP 776.28 at Mount, Utah, on the mainline of the Railroad's Provo Subdivision, during the pendency of your application for a private crossing agreement covering that crossing. To signify your acknowledgment, confirmation, understanding, acceptance and agreement to and of these facts, representations and conditions, please sign this letter in the places indicated below and return it to me within five days of your receipt hereof.

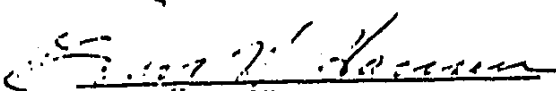
If you have any questions concerning this matter, please do not hesitate to call me.

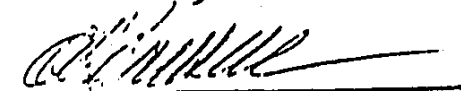
Sincerely yours,



Robert N. Weatherbee

RNW/L



Evan Hansen

O. V. Hansen

REG 4112 PART 273
EX 6202 PG 0300

U. P. R. R. Co.
Agreement

Audit No: 124743

ADDENDUM to agreement LD No. 22700, Audit No. 124743
CD No. 32368-3, dated September 10, 1973, between LOS ANGELES & SALT LAKE RAILROAD COMPANY, UNION PACIFIC RAILROAD COMPANY, (collectively called "Railroad Company"), and JOHNSON READY MIX COMPANY, INC., EVAN HANSEN, whose portion has been assigned to M. S. HANSEN on assignment dated _____, 1977, and O. V. HANSEN, (collectively called "Licensee"), covering private road crossing at MP 776.28, near Mount, Utah.

IT IS HEREBY AGREED, by and between the parties hereto, as follows:

Section 1. Messrs. M. S. and O. V. Hansen have leased a portion of their property served by the aforesaid private road crossing to Staker Paving & Construction Company, Inc., Geneva Rock Products and Standard Builders Supply Company, all Utah corporations, and desire that said companies be permitted to use said crossing. It is therefore agreed that Staker Paving & Construction Company, Inc., Geneva Rock Products and Standard Builders Supply Company shall be and are hereby included as parties to said agreement and shall be permitted to use said crossing in accordance with all of the terms and conditions thereof, it being understood, however, that Section 8 of said agreement shall be and is hereby amended to provide that in addition to use of the crossing as therein provided, said crossing may be used by customers and patrons of, or persons serving as independent contractors of Staker Paving & Construction Company, Inc., Geneva Rock Products and Standard Builders Supply Company. Copy of said agreement is attached to the Construction Company's copy of this addendum and receipt thereof is hereby acknowledged by said Staker Paving & Construction Company, Inc., Geneva Rock Products and Standard Builders Supply Company.

Section 2. Inasmuch as there will be more than one Licensee using said crossing, it is hereby agreed that each Licensee shall be responsible, under the terms of the aforesaid agreement, for its use of the crossing, or for use by any other party in connection with said Licensee's interest therein.

Section 3. This agreement is supplemental to the above named agreement and nothing herein written shall be construed as modifying or amending the same except as herein specifically set forth.

IN WITNESS WHEREOF, the parties hereto have

ORIGINAL - RAILROAD CO'S COPY

EX6202PG0301

executed this agreement this 7th day of March,
1977.

Witness:

[Signature]

LOS ANGELES & SALT LAKE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY,

By

[Signature]
General Manager

Attest:

[Signature]
Secretary

JOHNSON READY-MIX COMPANY, INC.,

By [Signature]
Its President

Witness:

Valya Papa-Dakis

[Signature]
(M. S. Hansen)

Witness:

Valya Papa-Dakis

[Signature]
(O. V. Hansen)

Attest:

[Signature]
Secretary

STAKER PAVING & CONSTRUCTION
COMPANY, INC.,

By [Signature]
Its President

Attest:

[Signature]
Secretary

GENEVA ROCK PRODUCTS,

By [Signature] President
Its

Attest:

Valya Papa-Dakis
Secretary

STANDARD BUILDERS SUPPLY
COMPANY

By [Signature] Sec.
Its

BK6202Pg0302

C. D. No. 32368-3

1/11/76 227

Recorded FEB 23 1976 at CY2575 m
Request of E. G. Hansen Trust
By [Signature] Deputy
REF. 11/11/76 Under
600 Union Pacific 154
84-1

2787725

U. P. R. R. Co.
Agreement
Audit No. **124743**

C O N T R A C T

L. D. No. 22700

Audit No. _____

Between

LOS ANGELES & SALT LAKE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY

and

JOHNSON READY MIX COMPANY, INC.
EVAN HANSEN
O. V. HANSEN

Covering

Private Road Crossing

Near

Mount, Utah
(M.P. 776.28)

32368-3-251

EX 6202 FEB 03 03

ORIGINAL - ENCLURE COPY

ROAD CROSSING AGREEMENT

THIS AGREEMENT, made and entered into ^{as of the} ~~this~~ 10 day of ^{September} 1973, by and between LOS ANGELES & SALT LAKE

RAILROAD COMPANY, a corporation of the State of Utah, and its Lessee, UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, (hereinafter collectively called "Railroad Company"), parties of the first part and JOHNSON READY MIX COMPANY, INC., a corporation of the State of Utah, and EVAN HANSEN, an individual, of Sandy, Utah, and O. V. HANSEN, an individual, of Salt Lake City, Utah,

collectively

(hereinafter called "Licensee"), party of the second part, WITNESSETH:

WHEREAS, the Licensee owns land ~~on the~~ ^{easterly} side of and contiguous to the right of way of the Railroad Company in the vicinity of M.P. 776.28, near Mount, Salt Lake County, Utah,

WHEREAS, the Licensee, in order to provide convenient access ~~to~~ to said property from a public highway on the west side of the right of way desires the right to construct, or have constructed and thereafter to maintain and use a private roadway (hereinafter called "roadway"), across the right of way and track of the Railroad Company along a line intersecting the center line of the main track ~~at~~

at right angles thereto at Engineer's Station 1253 + 00, which is 120 feet northerly, measured along said center line, from its intersection with the West line of Section 13, T 4 S, R 1 E, Salt Lake Meridian, substantially in the location shown in yellow on the attached print, dated June 15, 1973, marked Exhibit "A," and hereby made a part hereof.

WHEREAS, the Railroad Company is willing that such a roadway be provided in the location aforesaid, for the use of the Licensee, subject to the stipulations, conditions and agreements hereinafter contained:

IT IS, THEREFORE, AGREED by and between the parties hereto as follows, to wit:

1. RAILROAD COMPANY GRANTS RIGHT TO LICENSEE:

The Railroad Company hereby grants unto the Licensee the right to construct, or have constructed, and thereafter during the term hereof, to maintain and use said roadway in the location hereinbefore described, which grant is made expressly subject to the observance and performance by the Licensee of all and singular the conditions, covenants and agreements hereinafter contained to be by the Licensee kept, observed and performed; it being hereby stipulated that a waiver by the Railroad Company of any

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BK 6202 PG 0304

breach of any such conditions, covenants and agreements shall in no way impair the right of the Railroad Company to avail itself of any subsequent breach thereof.

2. RAILROAD COMPANY TO CONSTRUCT CROSSING (EXCEPT GRADING):
The Railroad Company shall at the sole cost and expense of the Licensee, furnish all material and perform all work (except the grading which is to be done by the Licensee as hereinafter provided) necessary for the complete construction of a suitable roadway in the location hereinabove described.

3. LICENSEE TO BEAR COST OF CONSTRUCTION AND SUBSEQUENT MAINTENANCE:
The Licensee shall pay to the Railroad Company the entire cost and expense incurred by the Railroad Company for all material and labor used in connection with the construction of said roadway as provided in the preceding section hereof, and shall pay to the Railroad Company any and all expense subsequently incurred by the Railroad Company in connection with the maintenance, repair, renewal and removal of said roadway; and all payments which are to be made by the Licensee to the Railroad Company as herein provided shall be made within thirty (30) days after the rendition of properly certified bills therefor by the Railroad Company.

4. LICENSEE TO DEPOSIT COST OF CONSTRUCTION:
Before any work is done by the Railroad Company in connection with constructing said roadway in the location aforesaid, the Licensee shall deposit with the Railroad Company a sum of money equal to the total estimated cost and expense to be incurred by the Railroad Company in connection with the construction (except grading) of said roadway. After the completion of the construction of said roadway the Railroad Company shall present to the Licensee an itemized bill showing the actual amount of all expenditures made by it in connection with such construction, and in the event the actual amount of such expenditures is in excess of the amount deposited by the Licensee as hereinbefore provided, the Licensee shall pay to the Railroad Company an additional amount to fully reimburse the Railroad Company for all of such expenditures, or in the event the actual amount of such expenditures is less than the amount deposited by the Licensee as hereinbefore provided, the Railroad Company shall refund to the Licensee the difference thereof.

5. LICENSEE TO DO GRADING:
The Licensee shall do all the necessary grading in connection with the construction of said roadway in said location, which grading shall be done in a proper manner, under the supervision of the Railroad Company and at the sole cost and expense of the Licensee.

6. LICENSEE SUBJECT TO SUPERIOR RIGHTS:
The license herein granted is subject to all outstanding superior rights (including those in favor of telegraph and telephone companies, lessees of said right of way, and others), and the right of renewals and extensions of the same, and is made without covenant of title or for quiet enjoyment.

7. MODIFICATION, RELOCATION OR REMOVAL OF ROADWAY:
This license or permit is made subject to the needs and requirements of the Railroad Company in the operation of its railroad and in the improvement and use of its property and the Licensee, at the sole cost and expense of the Licensee, shall move all or any portion of the roadway entirely off the right of way of the Railroad Company, or to such a new location thereon as may be designated by the Railroad Company whenever, in the furtherance of such needs and requirements, the Railroad Company shall find such action necessary or desirable; PROVIDED, however, the Licensee shall not be required under the terms hereof, to move entirely off of said right of way any portion of the roadway constituting a crossing of the entire right of way of the Railroad Company. Any relocation of said roadway as herein provided shall be done by or under the supervision of and to the satisfaction of the Railroad Company.
All the terms, conditions and stipulations herein expressed with reference to said roadway in the location hereinbefore described shall apply to said roadway when moved to a new location under the terms of this section.

BOOK 4112 PAGE 263

BK 6202 PG 0305

8. ROADWAY NOT TO BE USED BY PUBLIC:

The Licensee shall not permit said roadway to be used by the public, or by any person or persons except the Licensee and the family, tenants, and employes of the Licensee, it being expressly stipulated that said roadway is a private one and not intended for public use.

~~XX~~

~~The Licensee shall not permit said roadway to be used by the public, or by any person or persons except the Licensee and the family, tenants, and employes of the Licensee, it being expressly stipulated that said roadway is a private one and not intended for public use.~~

10. LICENSEE LIABLE FOR INJURY TO LIVE STOCK:

The Licensee shall indemnify and hold harmless the Railroad Company from and against any and all injury, damage, loss, costs and expenses of whatsoever nature which the Licensee, the Railroad Company, and/or any person or persons may suffer or sustain by reason of the entry of live stock, whether belonging to the Licensee or others, upon the right of way of the Railroad Company ~~through the roadway~~ at said Crossing and from any and all judgments which any person or persons may recover from the Railroad Company by reason of any such injury, damage or loss.

11. LIABILITY:

The Licensee shall further indemnify and hold harmless the Railroad Company from and against any and all damages, claims, demands, actions, causes of action, costs and expenses of whatsoever nature which may result from any injury to or the death of any person whomsoever, or from loss of or damage to property of any kind or nature, including damage to the roadbed, tracks, equipment or other property of the Railroad Company, when such injury, death, loss or damage is due in any way to the existence of said roadway, or to the construction, maintenance, repair, renewal, removal or use thereof, PROVIDED, however, that the Licensee shall not be held liable under the provisions of this section, for any injury, death, loss or damage which is directly due to the performance of any of the work contemplated hereunder when such work is performed by the Railroad Company.

12. TERMINATION:

If the Licensee shall fail, neglect or refuse to keep, observe and perform any or all of the conditions, covenants, and agreements herein contained on the part of the Licensee to be kept, observed and performed, the Railroad Company may at its option terminate this agreement by giving to the Licensee thirty (30) days' notice in writing of its intention so to do, and at the expiration of said notice this agreement shall become null and void and of no further force and effect between the parties hereto.

In the event of the termination of this agreement as herein provided, the Licensee shall be without recourse or redress of any character against the Railroad Company by reason thereof, and such termination shall in no manner prejudice or impair any right of action for damages or otherwise that the Railroad Company may have against the Licensee.

13. EFFECTIVE DATE:

This agreement shall take effect upon the day and date first herein written, and shall continue in full force and effect until terminated as provided, it being understood,

however, that should the Licensee enter upon, or perform any work upon the right of way prior to said effective date, the terms of this agreement shall apply thereto. All of the covenants, conditions and agreements herein expressed on the part of the Licensee to be kept, observed and performed, shall attach to and run with the said land of the Licensee.

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BK 6202 PG 306
BK 6202 PG 306

CROSSING

14. LICENSEE TO KEEP ~~XXXXXXXXXX~~CLEAN:

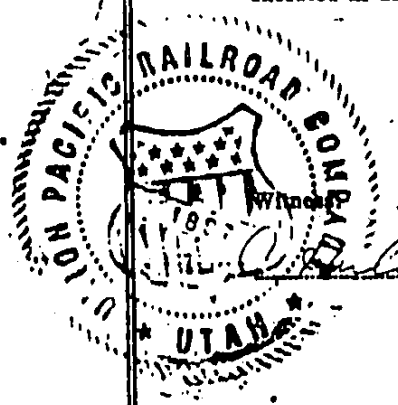
The Licensee shall keep ~~XXXXXXXXXX~~said crossing clean and free from dirt, gravel or other debris which might interfere with the safe operation of trains, engines or cars thereover by the Railroad Company.

15. SUCCESSORS AND ASSIGNS:

This agreement shall be binding upon and inure to the benefit of the Railroad Company and its successors and assigns, the Licensee, and the successors in interest of the Licensee.

16. There is attached hereto and hereby made a part hereof copy of a letter dated September 6, 1973, addressed by Mr. Robert N. Weatherbee, an attorney for the Railroad Company, to Mr. Evan Hansen and Mr. O. V. Hansen concerning use of the crossing provided for herein. This letter was sent U.S. Certified Mail, return receipt requested. Receipt thereof by Messrs. Evan and O. V. Hansen was acknowledged on September 10, 1973, and said Evan and O. V. Hansen hereby agree to be bound by and to observe the provisions of said letter.

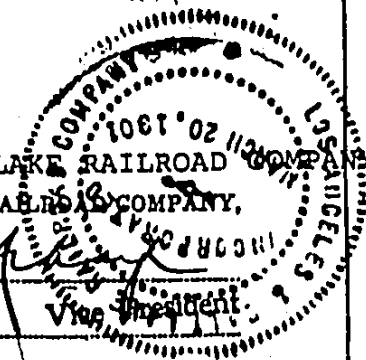
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on the day and year first above written.



LOS ANGELES & SALT LAKE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY,

By

[Signature]
Vice President



JOHNSON READY MIX COMPANY, INC

By

[Signature]
Vice President

Attest:

[Signature]
Secretary

Witness:

[Signature]

[Signature]
Evan Hansen

Evan Hansen

[Signature]
O. V. Hansen

O. V. Hansen

BOOK 4112 PAGE 265

BK 6202760307
EX 6202760307

STATE OF NEBRASKA)
County of Douglas) ss

On the 29th day of August, 1975, before me, a Notary Public in and for said County, personally appeared C. E. Schaefer, to me personally known to be the Vice President of LOS ANGELES & SALT LAKE RAILROAD COMPANY and UNION PACIFIC RAILROAD COMPANY, who, being duly sworn, did say that the seals affixed to the foregoing instrument are the corporate seals of said corporations and that said instrument was signed, sealed and executed in behalf of said corporations by authority duly conferred by their By-Laws, and acknowledged to me said instrument to be the free act and deed of said corporations.

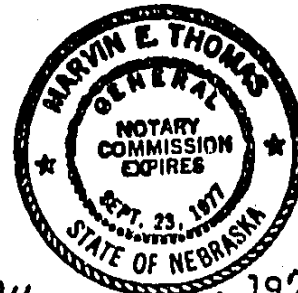
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

Marvin E. Thomas
Notary Public

My Commission Expires:

September 23, 1977

Residing ^{near} at OMAHA, NEBRASKA 68179



STATE OF UTAH)
County of Salt Lake) ss

On the 1st day of May, 1974, before me, a Notary Public, personally appeared Donald C. Stanbroski to me personally known to be the President of JOHNSON READY MIX COMPANY, INC., who, being duly sworn, did say that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed, sealed and executed in behalf of said corporation by authority duly conferred according to law, and acknowledged to me said instrument to be the free act and deed of said corporation.

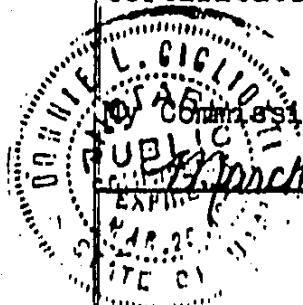
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

Donnie J. Gugliotti
Notary Public

My Commission Expires:

March 26, 1977

Residing at Salt Lake City, Ut.



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BK 6202 PG 0308

STATE OF UTAH,)
) ss.
County of Salt Lake.)

I, _____, a Notary Public,
do hereby certify that EVAN HANSEN, personally known to me
to be the same person whose name is subscribed to the fore-
going instrument, appeared before me this day in person and
acknowledged that he signed, sealed and delivered said
instrument, as his free and voluntary act for the uses and
purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year first in this, my
certificate, written.

Notary Public

Residing at _____

STATE OF UTAH,)
) ss.
County of ~~Salt Lake~~ ^{UTAH}.)

I, Helen H. [unclear], a Notary Public,
do hereby certify that O. V. HANSEN, personally known to me
to be the same person whose name is subscribed to the fore-
going instrument, appeared before me this day in person and
acknowledged that he signed, sealed and delivered said
instrument, as his free and voluntary act for the uses and
purposes therein set forth.

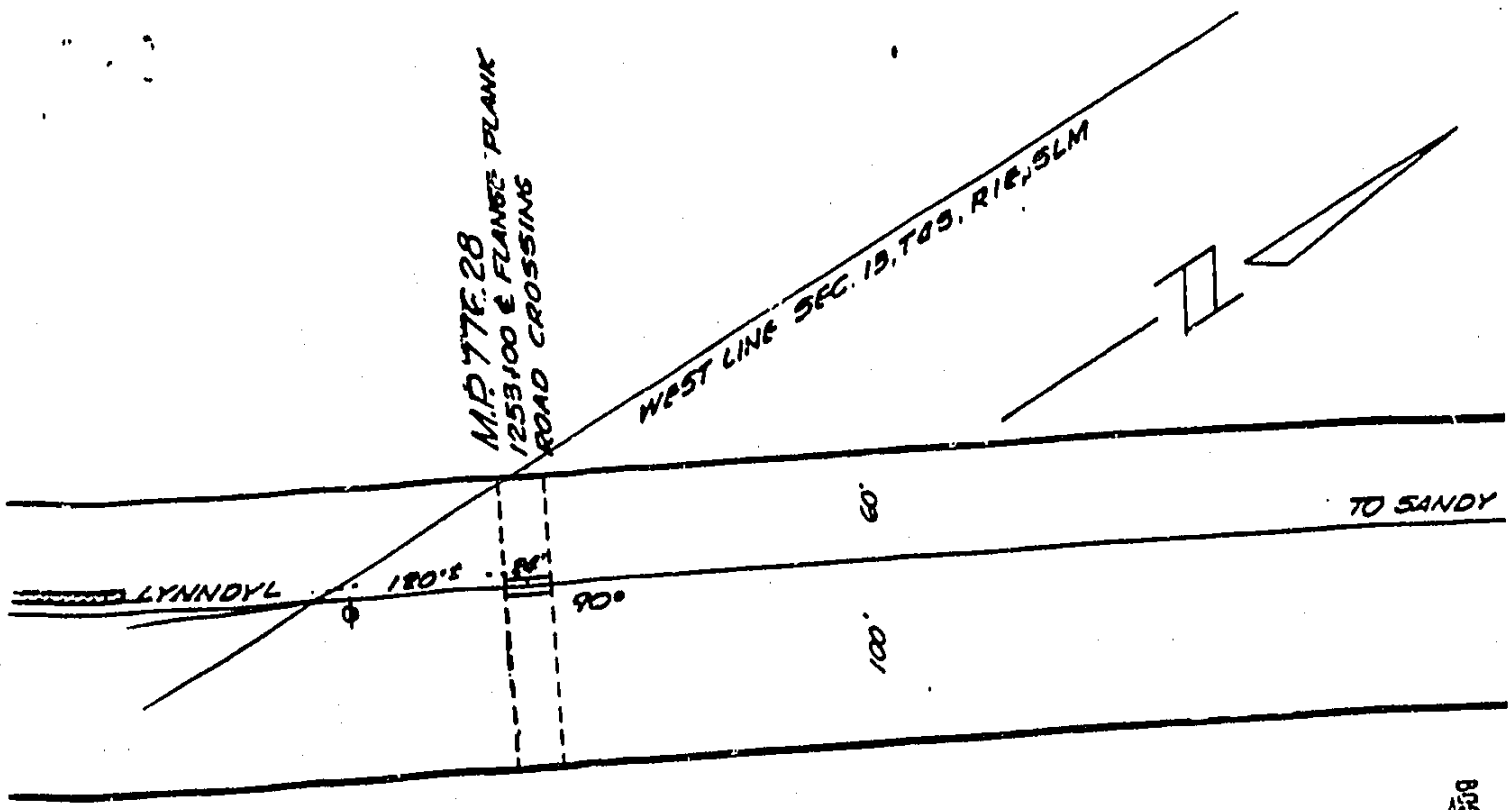
IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year first in this, my
certificate, written.

Helen H. [unclear]
Notary Public

Residing at [unclear]

BOOK 4112 PAGE 267

BK6202Pg0309



-POOR COPY-
 CD RECORDER

BOOK 4112 PAGE 269

EXHIBIT "A"
LOS ANGELES & SALT LAKE RAILROAD CO
Union Pacific Railroad Co. (Lessee)
M.P. 776.28 near Mount, Utah

To accompany agreement with
 Johnson Ready Mix Company, Inc.
 covering 24 ft. flange plank road
 crossing.

UTAH DIVISION NO. 10,202
 Scale: 1" = 100'
 Office of Division Engineer
 Salt Lake City, Utah 6-15-73

L E G E N D

Road crossing shown.....Yellow
 RR R/W shown outlined.....Red

EXHIBIT "B"

ACCESS ROADWAY LICENSE DESCRIPTION

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY, WHICH POINT IS NORTH $00^{\circ}16'27''$ EAST ALONG THE SECTION LINE 1106.43 FEET AND EAST 122.15 FEET (BASED ON THE UTAH STATE COORDINATE SYSTEM, CENTRAL ZONE) FROM THE SOUTHEAST CORNER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT MAY ALSO BE DESCRIBED AS BEING NORTH $00^{\circ}19'14''$ EAST ALONG THE QUARTER SECTION LINE 1088.67 FEET AND WEST 2537.65 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 13, T4S, R1W, SLB&M. THENCE NORTH $61^{\circ}44'57''$ WEST 160.00 FEET TO THE WESTERLY LINE OF SAID RAILROAD RIGHT-OF-WAY; THENCE NORTH $28^{\circ}15'03''$ EAST ALONG SAID RIGHT-OF-WAY LINE 40.00 FEET; THENCE SOUTH $61^{\circ}44'57''$ EAST 160.00 FEET TO THE EASTERLY LINE OF SAID RAILROAD RIGHT-OF-WAY; THENCE SOUTH $28^{\circ}15'03''$ WEST ALONG SAID RIGHT-OF-WAY LINE 40.00 FEET TO THE POINT OF BEGINNING.