

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-Way
Salt Lake City, UT 84145-0360

Ent 145309 Bk 345 Pg 30

Date: 17-JUL-2018 4:37:50PM
Fee: \$129.00 Check Filed By: CB
BRENDA NELSON, Recorder
MORGAN COUNTY
For: DOMINION ENERGY

Space above for County Recorder's use

Serial # 01-005-057-01 PARCEL # 00-0002-6185
01-005-058 PARCEL # 00-0002-6227
01-005-0062 PARCEL # 00-0002-6391

SUPPLEMENTAL EASEMENT AGREEMENT

This Supplemental Easement Agreement ("Agreement") is entered into between SINCLAIR REAL ESTATE COMPANY, a Utah corporation and GAILEY RANCH, LLC, a Utah limited liability company, (collectively, "Grantor"), and DOMINION ENERGY QUESTAR PIPELINE, LLC a Utah limited liability company (DEQP), ("Grantee"). Grantor and Grantee may be collectively referred to as the "Parties" or individually as a "Party", all as governed by the context in which such words are used.

RECITALS

A. Grantee acquired two easements ("Thornley Easements") situated in the Northeast Quarter of Section 35, and the South Half of Section 26, and the Southeast Quarter of Section 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian, Morgan County, Utah, under those certain grants ("Thornley Grants") attached hereto as

- a. Exhibit E-1, Right of Way Grant from Thornley Land and Livestock Company as Grantor to Uinta Pipe Line Company as Grantee, dated February 14, 1929 and recorded April 2, 1929, as Entry No. 14160 in Book Misc. 1, Page 331 in the Morgan County Recorder's Office, State of Utah ; and
- a. Exhibit E-2: Deed from Thornley Land and Livestock Company as Grantor to Uinta Pipe Line Company as Grantee, dated June 14, 1932 and recorded July 1, 1932, as Entry No. 15455 in Book M, Page 193 in the Morgan County Recorder's Office, State of Utah.

B. Grantee acquired additional easements ("Subsequent Easements") situated in the same Northeast Quarter of Section 35, and the South Half of Section 26, and the Southeast Quarter of Section 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian, Morgan County, Utah under those certain Right-of-Way and Easement Grants ("Subsequent Grants," collectively with Thornley Grants, "Dominion Grants") attached hereto as

a. Exhibit E-3: Right-of-Way and Easement Grant from H.J Barnes, et al. as Grantors to Mountain Fuel Supply Company as Grantee, dated April 24, 1964 and recorded on May 4, 1964 as Entry No. 32806, in Book Misc. 4., Page 605 in the Morgan County Recorder's Office, State of Utah ; and

b. Exhibit E-4: Right-of-Way and Easement Grant from Vern J. Poll and June Warner Poll as Grantors to Mountain Fuel Supply Company as Grantee, dated April 15, 1964 and recorded on May 6, 1964 as Entry No. 32815, in Book Misc. 4, Page 607 in the Morgan County Recorder's Office, State of Utah (Thornley Easements and Subsequent Easements are collectively, the "Dominion Easement").

C. Grantee currently owns and operates a 16" high-pressure natural gas pipeline ("Pipeline") and related facilities pursuant to the Dominion Easement (collectively, with the Pipeline, the "Facilities").

D. Grantor is the owner of real property located in Morgan County, Utah, more particularly described in Exhibit E-5, attached hereto and incorporated by this reference (the "Property").

E. The Property is encumbered by the Dominion Easement or portions thereof.

F. The widths of the Thornley Easements were not defined in the Thornley Grants and Grantor desires now to define the widths of the Thornley Easements.

G. Grantor desires the right to construct future roadways, underground utilities, and other improvements, over or within the Dominion Easement ("Right to Improve").

H. Grantee is willing to expand Grantor's Right to Improve subject to and in accordance with the terms of this Agreement, provided that nothing in this Agreement can be construed as Grantee's waiver, acquiescence, permission or authorization for Grantor to construct future improvements or encroachments inconsistent with the terms of this Agreement without Grantee's prior written consent or supplemental modification of this Agreement.

TERMS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follow:

1. Incorporation of Recitals. The above Recitals are incorporated in the Terms of this Agreement by this reference.

2. Defined Easement Width. The Thornley Grants do not specifically define the widths of the Thornley Easements. Grantor and Grantee agree that the widths of the Thornley Easements are hereafter accepted as 50.00 feet.

3. Permitted Encroachments. Grantee hereby permits and gives its written consent for Grantor to construct future roadways, underground utilities, and other improvements (“Improvements”) within the Dominion Easement on the Property pursuant to the terms of this Agreement. Grantor and Grantee acknowledge that this Agreement does not contemplate the relocation or alteration of any of Grantee's Facilities.

4. Design Review. Prior to construction of any Improvements, Grantor must provide the design plans for the proposed Improvements (“Plans”) to the Grantee. The Parties agree that:

- a. The Plans must be prepared by a licensed civil engineer and meet current industry standards;
- b. Grantee will have thirty (30) days from the date it receives the Plans to review the Plans and request modifications thereto if necessary to maintain safe operation of, and access to, the existing Pipeline;
- c. If Grantee does not respond within thirty (30) days of receiving the Plans, the Plans will be deemed approved and Grantor may proceed without any additional approval or permissions from Grantee; and
- d. Grantee's approval of the Plans cannot be unreasonably withheld provided the safety of the Pipeline is not compromised.

5. Pipeline Cover. In connection the construction of any Improvements Grantor must maintain a minimum 4.0 feet and a maximum of 7.0 feet of soil cover over Grantee's Facilities within the Dominion Easement.

6. Relocation or Alteration of Facilities. Grantor acknowledges and agrees that Grantee may need to relocate, reconstruct, or modify its Facilities, and that such relocation, reconstruction, or modification may interfere with the Improvements or the Right to Improve. Grantor agrees that Grantee may proceed with such relocation, reconstruction, or modification, subject to the following:

- a. Grantee shall provide Grantor with at least 60 days written notice prior to removing or otherwise modifying the Improvements;
- b. Grantee shall, at its cost, promptly restore the Improvements to their original or better condition.

7. Emergency Access to Facilities. In an emergency, Grantee has the right to remove the Improvements without prior notice to Grantor. In the case of such an emergency, Grantee agrees to:

- a. notify Grantor of such action as soon as is reasonably possible;

b. promptly repair or replace any such Improvements, at its cost, to their original or better condition.

8. Prohibited Encroachments. Unless expressly provided for in this Agreement, Grantor may not:

a. build or construct, nor permit to be built or constructed, within the Dominion Easement, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities; or

b. plant, or permit to be planted, within the Dominion Easement, any deep rooted trees, or any vegetation with roots that may damage the Facilities; or

c. place personal property within the Dominion Easement that unreasonably interferes with maintenance or operation of the Facilities.

9. Blue Stakes Notices. As required by law, Grantor will notify Utah Blue Stakes at least 48 hours prior to starting any ground disturbance or construction activities within the Dominion Easement.

10. Existing Rights. Except as provided herein, Grantor acknowledges and agrees that Grantee maintains all rights under the Dominion Grants.

11. Successors and Assigns. This Agreement runs with the land and is binding upon and inures to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee without consent of Grantor.

It is hereby understood that any parties securing this Agreement on behalf of the Parties are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 17TH day of JULY, 2018.

[Signatures on following pages.]

GRANTOR:
Wyoming corporation

SINCLAIR REAL ESTATE COMPANY, a

ATTEST:

_____, Secretary

(SEAL)

By: Scott Mayeda
~~SECRETARY~~, ~~President~~

GRANTOR:
GAILEY RANCH, LLC, a Utah limited liability company

By: Peter Hicks
PETER HICKS, Manager

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

On the 16th day of July, 2018 personally appeared before me Scott Mayeda, and _____ who, being duly sworn, did say that they are the secretary and _____ respectively, of SINCLAIR REAL ESTATE COMPANY, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors or its Bylaws, and said Scott Mayeda and acknowledged to me that said corporation duly executed the same.

Judy G. Case
Notary Public

STATE OF Massachusetts)
) ss.
COUNTY OF Norfolk)



On the 12th day of July, 2018 personally appeared before me PETER HICKS who, being duly sworn, did say that he is the Manager of GAILEY RANCH, LLC, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.

Julie T. Scolastico
Notary Public
JULIE T. SCOLASTICO
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
January 21, 2022

GRANTEE:
DOMINION ENERGY QUESTAR
PIPELINE, LLC

Lori Creer

By: Lori Creer
Its: Director, Engineering and Project
Management

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 17th day of July, 2018, personally appeared before me
LORI CREER, who being duly sworn, did say that she is an Authorized
Representative for DOMINION ENERGY QUESTAR PIPELINE, LLC, and that the
foregoing instrument was signed on behalf of said corporation by authority of a resolution of
its Board of Directors.

Chris B. Balling
Notary Public

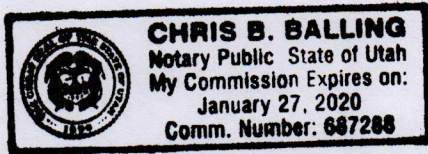


Exhibit E-1

(98-99-100-102) 7441-451

766

U. P. L. CO. No. 126

UTAH FORM

RIGHT OF WAY GRANT

KNOW ALL MEN BY THESE PRESENTS:

That Thornley Land and Livestock Company, a corporation,
of the County of Morgan State of Utah, first party, for and
in consideration of the sum of Ten DOLLARS
in hand paid by UINTA PIPE LINE COMPANY, second party, the receipt of which is hereby acknowledged
has granted and leased by these presents does grant and lease unto said UINTA PIPE LINE
COMPANY, second party, its successors or assigns, a right of way to lay, maintain, operate, repair or remove a
pipe line ~~crossing~~ and erect, maintain, operate, repair or remove telephone or telegraph lines, if same shall be
found necessary, over, through, across and upon the lands described as follows:

Northeast quarter Section Thirty-five and the
South half of Section Twenty-six and the
Southeast quarter of Section Twenty-seven all

in Township Five North, Range One East Salt Lake Meridian in
Morgan County, State of Utah, with ingress and egress to and from the same

only on and along said pipe line. All telephone poles to be set along
Railroad Right of Way or along fences or fence lines. Pipe to be covered
twenty-four inches deep for a distance of 900 feet through grove on South
side Weber River in Section Twenty-seven. Pipe to be covered twenty-four
inches deep for distance of seventy rods across East half southwest
quarter ~~and~~ southeast quarter and west half north east quarter of the
Southeast quarter of Sec. 26 T 5 N R 1 E, through grove. Should question
or damages arise each party to select a disinterested party, these two
to select a third disinterested party and their finding binding on both
parties. Second party to have use of any road in use for ingress and
egress to Right of Way.

The said grantor its successors ~~herein~~, legal representatives and assigns, to fully use and enjoy the
said premises except for the purpose hereinbefore granted to the said UINTA PIPE LINE COMPANY, which
hereby agrees to pay any damages which may arise from the ~~laying, erecting,~~ maintaining, operating, repairing
or removing said pipe, telephone or telegraph line or lines or any part or parts thereof.

This grant and easement shall at all times be deemed to be, and shall be a continuing covenant running with
the land and shall be binding upon the heirs, legal representatives and assigns of the first party herein.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed
by its officers thereunto duly authorized, and its seal thereto attached
this February day of February, A. D. 1929.

Signed, sealed and delivered in presence of
Mattie K. Shepherd
Secretary

THORNLEY LAND & LIVESTOCK CO.,
By John N. Thornley (Seal)
President

STATE OF Utah
COUNTY OF _____ as. Witness:

On the _____ day of February, A. D. 1929, personally appeared before me
the signer of the above instrument,

who duly acknowledged to me that _____ executed the same.

My commission expires:

Notary Public residing at _____

State of Utah

acknowledged by me & co-officer

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 14th day of February, A. D. 1929, personally appeared before me John W. Thornley, who, being by me duly sworn, did say that he is President of THORNLEY LAND & LIVESTOCK COMPANY, and that said instrument was signed in behalf of said corporation by authority of its by-laws and said John W. Thornley acknowledged to me that said corporation executed the same.

Florence Shacht
Notary Public residing at
Salt Lake City, Utah.

My commission expires July 10, 1931.

Frank McCarthy
INGEBRETSEN, RAY & RAYLINS

H. L. Thompson

05 ✓ ✓ R ✓ P ✓ R ✓ ✓ ✓

RECORDED BY 1929-29-146
766

14160

STATE OF UTAH)
County of Morgan)

FILED FOR RECORD

and recorded at 2 A. M.,
1929, at 10:09 o'clock A. M. and
recorded in book missed pages 32

Florence Shacht
Notary Public

Exhibit E-2

1766

THORNLEY LAND & LIVESTOCK COMPANY, a corporation of the State of Utah, Grantor, hereby conveys and warrants to UINTA PIPE LINE COMPANY, a corporation of the State of Delaware and authorized to transact business within the State of Utah, Grantee, for the sum of \$10.00 and other good and valuable considerations, the right to maintain, operate and remove that certain gas pipe line, together with the gates, gate boxes and other appurtenances used in connection therewith, and to maintain, operate and remove those certain telegraph and telephone lines as said pipe line and telegraph and telephone lines are now located, together with the right of ingress and egress to and from said right of way upon, over and through the following described tracts of land, to-wit:

The Northeast Quarter of Section 35 and the South half of Section 26 and the Southeast Quarter of Section 27, all in Township 5 North, Range 1 East, Salt Lake Base and Meridian.

Said pipe line and telegraph and telephone line shall be maintained, operated and/or removed upon the location which they now occupy over and across said tracts of land. The Grantee shall further have the right to maintain a pipe rack as now located on the Southeast Quarter of said Section 27.

The said Grantor to fully use and enjoy said premises except for the purposes hereinbefore granted to the said Grantee. The Grantee hereby agrees to pay such damages as may arise to crops, trees or fences, occurring as a result of the maintenance, operating or removing of said pipe lines, gates, gate boxes and other appurtenances used in connection with said pipe line or telegraph and telephone lines. If the Grantor and the Grantee are not able to agree upon any such damages, the same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by said Grantor, its successors or

766

assigns, one by said Grantee, its successors or assigns, and the third by the two so appointed as aforesaid.

WITNESS the hand of the Grantor thereunto duly authorized this 14th day of June, 1932.

THORNLEY LAND & LIVESTOCK COMPANY

Attest:

Mattie K. Shepherd
Secretary

By John W. Thornley
President

STATE OF UTAH
COUNTY OF Salt Lake SS.

On the 14th day of June, 1932, personally appeared before me JOHN W. THORNLEY, who being by me duly sworn, did say that he is President of Thornley Land & Livestock Company, and that said instrument was signed in behalf of said corporation in accordance with a resolution of its board of directors, and said John W. Thornley acknowledged to me that said corporation executed the same.

Manuel Jaramas
Notary Public
Residing at Salt Lake City, Utah



E. V. R. P. R. ✓

15455

STATE OF UTAH } ss.
County of Morgan }

FILED FOR RECORD

and recorded July 1 A. D.,

1922 at 9 o'clock A.M. and

recorded in book 77A page 113

Flouride E. White

County Recorder

766

Exhibit E-3

UTAH
7116

RIGHT OF WAY AND EASEMENT GRANT

M. J. Barnes, a widower; Harold J. Gailey and Louise B. Gailey his wife;
Clyde H. Gailey and Ramona H. Gailey, his wife; John W. Robins & Cora B. Robins, his wife

Grantor.s of Kaysville State of Utah, do hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, Grantee, its successors and assigns, for the sum of TEN and no/100 DOLLARS (\$ 10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 50 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following described land and premises situated in the County of Morgan, State of Utah, to-wit:
Section 27, T. 5 N., R. 1 E. of the Salt Lake Base and Meridian

the center line of said right of way and easement shall extend through and across the above described land and premises as follows, to-wit:

Beginning at Station 186 + 04.0, a point on the west property line whence the south quarter corner of Section 27, T. 5 N., R. 1 E. of the Salt Lake Base and Meridian bears S.37° 52'W. 1,522.0 feet;
Thence N.85° 26'E. 884.2 feet to Station 194 + 88.2;
Thence N.78° 48'E. 281.8 feet to Station 197 + 70.0, the end of Survey, a point on the east property line whence the south quarter corner of said Section 27 bears S.57° 38'W. 2,478.0 feet, a total distance of 1,166.0 feet, 0.22 mile, more or less.

The northerly boundary of the right-of-way granted herein is 20 feet north of the southerly boundary of the right-of-way previously acquired by Pioneer Pipe Line Company.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. The said Grantor.s. shall have the right to use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the facilities or any other rights granted to the Grantee. hereunder.

The Grantee hereby agrees to pay damages which may arise to crops or fences caused by the construction, maintenance, repair, replacement or removal of the facilities. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor.s and one by Grantee within 20 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor.s. or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantor.s or Grantee by a Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

The Grantor.s. shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor.s. and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 24th day of April, 1964

M. J. Barnes
Harold J. Gailey
Louise B. Gailey
Witness John W. Robins
Cora B. Robins
Witness Clyde H. Gailey
Ramona H. Gailey
(Over)

STATE OF UTAH }
County of } ss.

On the day of, 19....., personally appeared
before me
the signer... of the foregoing instrument, who duly acknowledged to me that ...he... executed the same.

My Commission expires:

Notary Public

Residing at.....

ENTERED
INDEXED
RECORDED
PROOF READ
ABSTRACTED
ASSESS. CARD XX

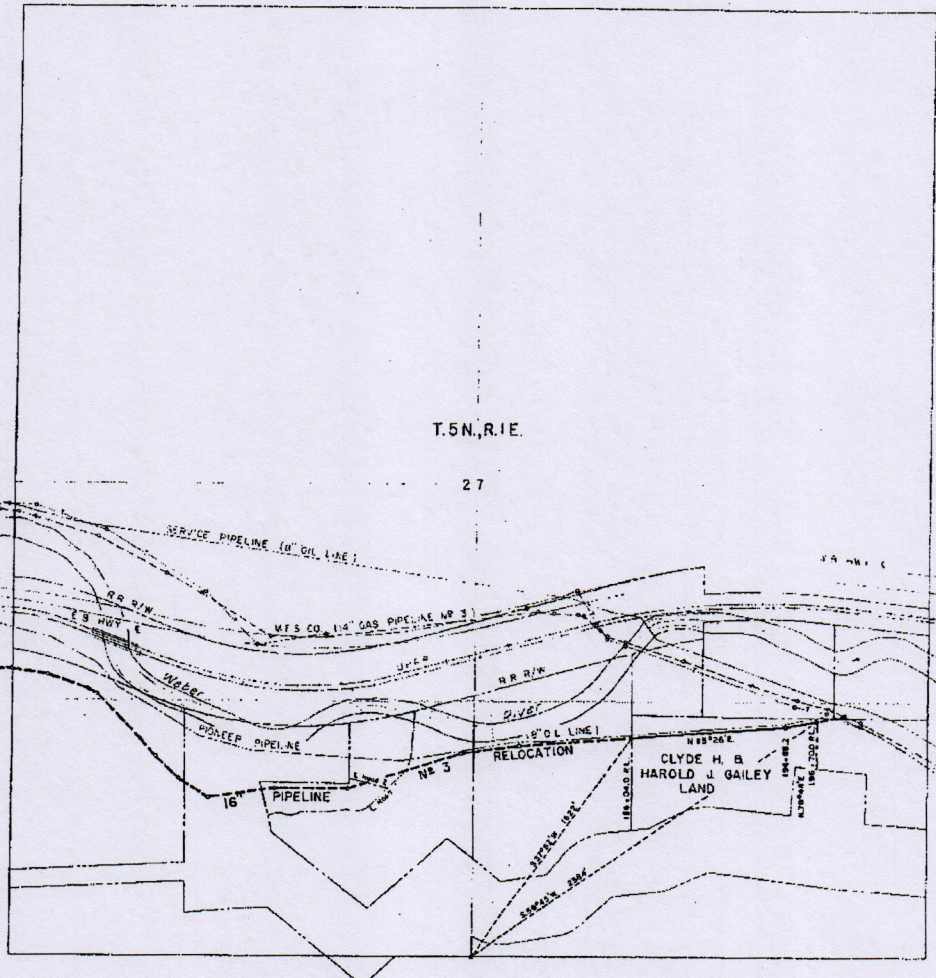
FEE \$ 3.00

50

Deputy

RECORDED AT THE REQUEST OF
Merritt Investment Property Co
May 1, A. D. 1964
AT 11:55 O'CLOCK A. M.
BOOK 4 PAGE 605
Frank B. Smith
Recorder, Morgan County, Utah
B. K. Randall

ENTRY NO. 92806



T.5N.,R.1E.

27

MORGAN COUNTY

UTAH
7116

REVISIONS DESCRIPTION	DATE	BY	MOUNTAIN FUEL SUPPLY CO. ROCKY SPRINGS, WYO.
			RIGHT OF WAY REQUIRED FOR 16" PIPELINE NO 3 RELOCATION ACROSS CLYDE H. & HAROLD J. GAILEY LAND NEAR DEVILS GATE
			DRAWN 10/22/63 RWM SCALE 1"=500'
			CHECKED <i>[Signature]</i> KAL DRWG. NO. RW-7535-T
			APPROVED <i>[Signature]</i>

Exhibit E-4

UTAH
7115

RIGHT OF WAY AND EASEMENT GRANT

J.
 VERL POLL and JUNE WARNER POLL, his wife
 Grantor.s., of Morgan, State of Utah, do hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, Grantee, its successors and assigns, for the sum of Ten and no/100 DOLLARS (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 50 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following described land and premises situated in the County of Morgan, State of Utah, to-wit:

T. 5 N., R. 1 E., S.1.M.
 Sec. 27

the center line of said right of way and easement shall extend through and across the above described land and premises as follows, to-wit:

Beginning at Station 197 + 70.0, a point on the south property line, whence the south quarter corner of Section 27, T. 5 N., R. 1 E. of the Salt Lake Base and Meridian bears S. 57° 38' W. 2,478.0 feet;
 Thence N. 78° 48' E. 57.6 feet to Station 198 + 27.6, the end of Survey, a point, whence the south quarter corner of said Section 27 bears S. 58° 05' W. 2,531.0 feet, a total distance of 57.6 feet, 0.01 mile, more or less.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. The said Grantor.s. shall have the right to use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the facilities or any other rights granted to the Grantee hereunder.

The Grantee hereby agrees to pay damages which may arise to crops or fences caused by the construction, maintenance, repair, replacement or removal of the facilities. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor.s. and one by Grantee within 20 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor.s. or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantor.s. or Grantee by a Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

The Grantor.s. shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor.s. and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 15 day of April, 1964.

Verl J. Poll X
June Warner Poll X
M. D. Gausser
 Witness

Witness

STATE OF UTAH

County of Salt Lake } ss.

On the 15th day of April, 1964, personally appeared before me Verl Poll and June Warner Poll

the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission expires:

May 1, 1966

G. A. Peppinger
Notary Public

Residing at Salt Lake City, Utah

ENTERED _____
INDEXED _____
RECORDED _____
PROOF READ _____
ABSTRACTED _____
ASSESS. CARD _____

ENTRY NO. 32815
RECORDED AT THE REQUEST OF
Morgan County Trust Company
May 6 A. D. 1964
AT 11:45 O'CLOCK A. M.
BOOK 44 OF MORGAN
PAGE 607
Deputy Recorder, Morgan County, Utah
FEE \$ 2.00

Exhibit E-5

Davis county properties:

Parcel 1:

The northeast quarter of the northeast quarter; the southwest quarter of the northwest quarter; and the southeast quarter of the southeast quarter of section 10, township 3 north, range 1 east, salt lake meridian.

Parcel 2:

The northeast quarter of the northeast quarter; the southwest quarter of the northwest quarter; and the southeast quarter of the southeast quarter of section 10, township 3 north, range 1 east, salt lake meridian.

Parcel 3:

Southeast quarter of the northwest quarter; the northwest quarter of the northwest quarter; the east half of northeast quarter and northeast quarter of the southeast quarter of section 14, township 3 north, range 1 east, salt lake meridian.

Parcel 4:

The northwest quarter of the northeast quarter of section 20, township 4 north, range 1 east, salt lake meridian.

Parcel 5:

The northwest quarter of the northeast quarter of section 20, township 4 north, range 1 east, salt lake meridian.

Morgan county properties:

Township 3 North, Range 1 East, Salt Lake Base and Meridian

Parcel 6: 00-0000-3408
All of section 2, (located in morgan county).

Parcel 7: - 00-0000-3432
All of section 3, (portions located in davis and morgan counties).

Parcel 8: - 00-0000-3465
All of section 11 (portions located in davis and morgan counties).

Township 4 North, Range 1 East, Salt Lake Base and Meridian

Parcel 9: - 00-0001-1526
Beginning at the northwest corner of section 1, running thence east 98 rods; thence south 320 rods; thence west 98 rods; thence north 320 rods to the place of beginning.

Parcel 10: - 00-0001-1559
All of section 2.

Parcel 11: - 00-0001-1583
All of section 3.

Parcel 12: - 00-0001-1617
the east half of the southwest quarter, and the southeast quarter of section 4.

Parcel 13: - 00-0001-1666
All of section 9, less the following described property: beginning on the south line of section 9, aforesaid, at a point where said section line crosses the top of the mountain; thence north along the top of the mountain to the north line of said section 9; thence west to the northwest corner of said section; thence south one mile to southwest corner of said section; thence east to point of beginning.

Parcel 14: - 00-0001-1690

All of section 10.

Parcel 15: - 00-0001-1724

All of section 11.

Parcel, 16: - 00-0001-1773

The south half and the south half of the north half of section 12.

Parcel 17: - 00-0001-1849

All of section 13.

Parcel 18: - 00-0001-1872

The west half and the southeast quarter of section 14.

Parcel 19: - 00-0001-1922

All of section 15.

Parcel 20: - 00-0001-1963

The east half and the east half of the west half of section 22.

Parcel 21: - 00-0001-2003

All of section 23.

Parcel 21a: - 00-0001-2045

The north half of the north half of section 24.

Parcel 22: - 00-0001-2276

The west half and the west half of the southeast quarter of section 26.

Parcel 23: - 00-0001-2292

All of section 27.

Parcel 24: - 00-0001-2409

The southwest quarter, and the east half of the northwest quarter of section 35.

Parcel 25: - 00-0001-2466

The southeast quarter of the northwest quarter of section 36.

Township 4 North, Range 2 East, Salt Lake Meridian

Parcel 26: - 00-0001-6517

The northwest quarter of section 19.

Excepting therefrom the south half of the northwest quarter of the northwest quarter and north half of the southwest quarter of the northwest quarter book 292, in page 1336 to weber basin water conservancy district.

Parcel 26a: - 00-0001-6517

The south half of the northwest quarter of the northwest quarter and the north half of the southwest quarter of the northwest quarter of section 19.

Township 5 North Range 1 East, Salt Lake Base and Meridian

Parcel 27: - 00-0002-6185

Beginning at the southeast corner of section 26, thence west 80 rods; thence north 30 rods, more or less, to the weber river; thence up said river south 75°00' east 20.86 chains; thence south 8 rods to the point of beginning.

Less and excepting therefrom any portion of the existing canal property in the name of the weber basin water conservancy district or the united states of america.

Parcel 28: - 00-0002-6177

Beginning at a point 11.50 chains east from the southwest corner of the northwest quarter of the southwest quarter of section 26; running thence north 5°30' west 7.39 chains more or less to union pacific railroad fence; thence following said fence south 83° 30' east 24.30 chains; thence south 9°00' east 4.66 chains, more or less, to the quarter, quarter line; thence west 24.50 chains to the point of beginning.

Less and excepting any portion as described in deeds in favor of mas family, llc, as described in deed of record in book, 222 at page 284, 285, and 286 and as described in tax parcel no. 00-0002-6052 if any.

Parcel 29: - 00-0002-6227

The south half of the southwest quarter, and the southwest quarter of the southeast quarter of section 26, less amount deed to weber basin water conservancy district in book 292, page 1337 and book 297 page 794 and the original weber basin canal in book r of deeds at pages 119 through 122.

Together with reserved access as described in book 292 at page 1337 and in book 297, page 794.

Also less and excepting any portion as described in deeds in favor of mas family, llc, as described in deed of record in book 222 at page 284, 285, and 286 and as described in tax parcel no. 00-0002-6052, if any.

Parcel 30: - 00-0002-6292

Beginning at the center of the southeast quarter of section 27; running thence north 8.00 chains, more or less to the right of way of the union pacific rail road company; thence west 3.50 chains; thence south 78°00' west along said right of way 17 chains, more or less, to the west line of the southeast quarter of section 27; thence south on said line 3 chains, more or less to the quarter, quarter corner; thence east 20 chains to the place of beginning.

Excepting therefrom that portion thereof conveyed to thornley k. Swan and j.w. swan by deed recorded in book r of deeds, page 624..

Except any portion lying within the bounds of the union pacific railroad.

Parcel 31: - 00-0002-6359

Beginning at the southeast corner of section 27, township 5 north, range 1 east, running thence north 80 rods; thence west 660 feet; thence south 660 feet; thence west 1320 feet; thence north 660 feet; thence west 660 feet; thence south 80 rods; thence east 160 rods to the point of beginning.

Less those portions thereof condemned for the gateway canal in book r of deeds, pages 119 through 122, and the portion thereof conveyed to thornley k. Swan and j.w. swan, by deed recorded in book r of deeds, page 624.

Also less and excepting any portion as described in deeds in favor of mas family, llc, as described in deed of record in book 222 at page 284, 285, and 286 and as described in tax parcel no. 00-0002-6052.

Parcel 32: - 00-0002-6375

Beginning 13.50 chains south from the northwest corner of the southeast quarter of section 27, township 5 north, range 1 east; thence south 3 chains, more or less, to the right of way of the uprr co., thence north 78°00' east along said right of way 10 chains; thence north 10°00' east 2 chains more or less to the north line of the county road; thence south 80°00' west along line 10 chains to the point of beginning.

Reserving therefrom the county road as now constructed.

Less and excepting therefrom any portion of the union pacific railroad and any portion of interstate highway 84.

Parcel 33: - 00-0002-6391

Beginning at the center of the southeast quarter of section 27, and running thence north 8 chains; to the union pacific

rail road right of way, thence running along the south side of the union pacific railroad right of way easterly 11.55 chains; thence south 8 chains to the quarter section line; thence west 11.55 chains to the place of beginning.

Also less and excepting any portion as described in deeds in favor of mas family, llc, as described in deed of record in book 222 at page 284, 285, and 286 and as described in tax parcel no. 00-0002-6052.

Parcel 34: - 00-0002-6334

Beginning 1320 feet north and 660 feet west from the southeast corner of section 27, township 5 north, range 1 east, salt lake meridian; thence south 660 feet; thence west 1320 feet; thence north 660 feet; thence east 1320 feet to beginning.

Less those portions thereof condemned for the gateway canal in book r of deeds, pages 119 through 122.

Less the portion thereof conveyed to thornley k. Swan and j.w. swan, by deed recorded in book r of deeds, page 624.

Also, less portion deeded to weber basin water conservancy district in book 292 at page 1337 and in book 297 at page 794.

Together with reserved access as described in book 292 at page 1337 and in book 297 at page 794.

Parcel 35: - 00-0002-6623

The south half of the southeast quarter, and the southeast quarter of the southwest quarter of section 28.

Parcel 36: - 00-0002-6680

All of section 33

parcel 37: - 00-0002-6722

All of the east half and the east half of the west half of section 34, except weber basin water conservancy district property serial number 01-005-071-na, as created in book 146 at page 734.

Parcel 38: - 00-0002-6805

All of section 35, excepting that portion thereof condemned for gateway canal in book r of deeds, pages 119 through 122. Also less deeded to weber basin water conservancy district in book 292 at page 1337 and book 297, at page 794.

Together with reserved access as described in book 292 at page 1337 and in book 297 at page 794.