

When Recorded Return to:  
Peter Hicks  
Morgan Valley, LLC  
P. O. Box 87  
Reedville Station  
Boston, MA 02137

E 090669 B 188 P 0376  
Date 29-JAN-2003 11:31am  
Fee: 28.00 Check  
BRENDA NELSON, Recorder  
Filed By NPS  
For MOUNTAIN VIEW TITLE & ESCROW I  
MORGAN COUNTY

**AMENDMENT TO GRANT OF EASEMENT  
(Trunk Easement)**

This Amendment is made this 12TH day of DECEMBER, 2002, by and between DONALD J. WHITEAR, individually and as Trustee of the Donald and Laraine Whitear Family Trust dated the 28<sup>th</sup> day of October, 1996, and as Trustee of the Donald J. Whitear Trust dated the 28<sup>th</sup> day of October, 1996, and LARAIN S. WHITEAR, individually and as Trustee of the Donald and Laraine Whitear Family Trust dated the 28<sup>th</sup> day of October, 1996, hereinafter referred to as "Grantors," and GAILEY RANCH, LLC, a Utah limited liability company, having a principal address at P. O. Box 87, Reedville Station, Boston, Massachusetts 02137, which is hereafter, along with its successors and assigns, referred to as "Grantee;"

**WITNESSETH:**

WHEREAS, a Grant of Easement from Grantors to Grantee was recorded in the official records of the Morgan County, Utah Recorder on March 23, 2000, as Entry No. 00081921 in Book M0158 at Pages 00236 through 00259 (the "Trunk Easement");

WHEREAS, subparagraph 4(ii) of the Trunk Easement allows Grantee to notify Grantors should Grantee determine it to "be impracticable or uneconomic, in Grantee's reasonable judgment, to build the desired roadway within the designated Trunk Easement corridor" in which event the Trunk Easement is to be relocated "as mutually agreed by the parties, which agreement shall not unreasonably be withheld or delayed;"

WHEREAS, Grantee has notified Grantors that it is impracticable or uneconomic to build the desired roadway within the Trunk Easement corridor, the centerline of which is described in Exhibit "E" attached to and incorporated in the Trunk Easement; and

WHEREAS, the parties desire to modify the Trunk Easement as provided in this Amendment, including relocating the Trunk Easement corridor.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable considerations, the receipt and sufficiency of which is acknowledged, the parties agree to modify and amend the Trunk Easement as follows:



1. Relocation of Trunk Easement Corridor. Exhibit "E" attached to and incorporated by reference in the Trunk Easement shall be and hereby is superseded and replaced in its entirety by Exhibit "E" attached hereto and incorporated by this reference into both this Amendment and the Trunk Easement. Henceforth, all references in the Trunk Easement to Exhibit "E" shall refer to Exhibit "E" attached to this Amendment and Exhibit "E" attached to this Amendment shall describe the Trunk Easement corridor.

2. Continuing Rights and Obligations Under Paragraph 4(ii). Nothing contained in this Amendment or otherwise shall preclude or limit Grantee's ability to exercise any right of Grantee under paragraph 4 of the Trunk Easement at any time in the future including, should it be impracticable or uneconomic, in Grantee's reasonable judgment, to build the desired roadway within the designated Trunk Easement corridor as modified by this Amendment, the right to so notify Grantors and to relocate all or any portion of the Trunk Easement pursuant to the provisions of subparagraph 4(ii).

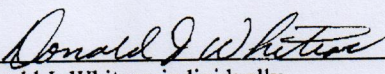
3. Impoundment Encroachments Prohibited. No water impoundment of any size shall be allowed to encroach onto the road alignment within the Trunk Easement corridor identified in the Trunk Easement as amended by this document. Any damage caused to the road and/or other improvements within the Trunk Easement corridor by any water impoundment overflow or breach shall be the sole responsibility of Grantors, and Grantors agree to defend, indemnify and hold Grantee free and harmless from and against any loss, cost, liability, damage or expense whatsoever caused by any water impoundment encroachment in violation of this paragraph and/or from any water impoundment overflow or breach.

4. Successors and Assigns. The Trunk Easement, as amended, shall be binding upon all heirs, successors and permitted assignees of Grantors and all successors and assignees of Grantee and all references to Grantors shall also refer to all heirs, successors and assignees of Grantors and all references to Grantee shall also refer to all successors and assignees of Grantee.

5. Continuing Validity of Trunk Easement. Except as modified by this Amendment, the Trunk Easement shall continue in full force and effect in accordance with its terms. In the event of any conflict between the Trunk Easement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, Grantors and Grantee have executed and delivered this Amendment to Grant of Easement effective as of the day and year first above written.

**GRANTORS:**

  
\_\_\_\_\_  
Donald J. Whitear, individually



Laraine S. Whitear

Laraine S. Whitear, individually

Donald J. Whitear, Trustee

Donald J. Whitear, as Trustee of the Donald and Laraine Whitear Family Trust dated the 28<sup>th</sup> day of October, 1996

Donald J. Whitear, Trustee

Donald J. Whitear, as Trustee of the Donald J. Whitear Trust dated the 28<sup>th</sup> day of October, 1996

Laraine S. Whitear, Trustee

Laraine S. Whitear, as Trustee of the Donald and Laraine Whitear Family Trust dated the 28<sup>th</sup> day of October, 1996

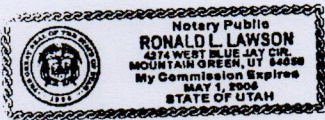
GRANTEE:

GAILEY RANCH, LLC

By: Peter Hicks, Manager  
Peter Hicks, Manager

STATE OF UTAH )  
: ss.  
COUNTY OF MORGAN )

On this 12<sup>th</sup> day of DECEMBER, 2002, personally appeared before me Donald J. Whitear and Laraine S. Whitear, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



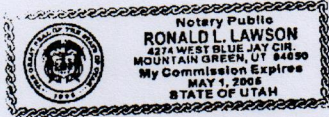
Ronald L. Lawson

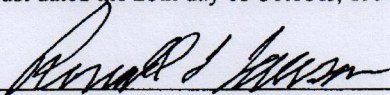
Notary Public



STATE OF UTAH )  
 : SS.  
COUNTY OF MORGAN )

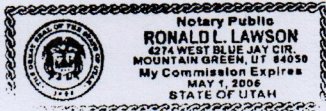
On this 12TH day of DECEMBER, 2002, personally appeared before me Donald J. Whitear, Trustee of the Donald and Laraine Whitear Family Trust dated the 28th day of October, 1996, who is personally known to me or upon presentation of sufficient evidence was proven to be the aforesaid person, and who acknowledged that he is authorized to sign the foregoing instrument on behalf of the Donald and Laraine Whitear Family Trust dated the 28th day of October, 1996.

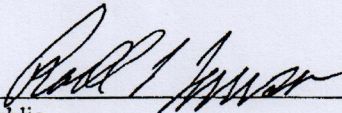


  
\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 : SS.  
COUNTY OF MORGAN )

On this 12TH day of DECEMBER, 2002, personally appeared before me Donald J. Whitear, Trustee of the Donald J. Whitear Trust dated the 28th day of October, 1996, who is personally known to me or upon presentation of sufficient evidence was proven to be the aforesaid person, and who acknowledged that he is authorized to sign the foregoing instrument on behalf of the Donald J. Whitear Trust dated the 28th day of October, 1996.

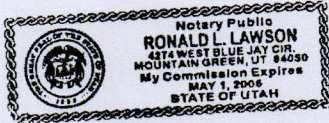


  
\_\_\_\_\_  
Notary Public



STATE OF UTAH )  
 : SS.  
COUNTY OF MORGAN )

On this 12TH day of DECEMBER, 2002, personally appeared before me Laraine S. Whitear, Trustee of the Donald and Laraine Whitear Family Trust dated the 28th day of October, 1996, who is personally known to me or upon presentation of sufficient evidence was proven to be the aforesaid person, and who acknowledged that she is authorized to sign the foregoing instrument on behalf of the Donald and Laraine Whitear Family Trust dated the 28th day of October, 1996.

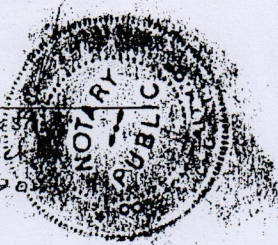


*Ronald L. Lawson*  
\_\_\_\_\_  
Notary Public

STATE OF Massachusetts )  
 : SS.  
COUNTY OF Norfolk )

On this 14<sup>th</sup> day of January, <sup>2003</sup>~~2002~~, personally appeared before me Peter Hicks, Manager of Gailey Ranch, LLC, who is personally known to me or upon presentation of sufficient evidence was proven to be the aforesaid person, and who acknowledged to me that he is authorized to sign the foregoing instrument on behalf of Morgan Valley, LLC.

*Julie T. Scofield*  
\_\_\_\_\_  
Notary Public *Julie T. Scofield*  
Residing at: *33 Intervale Rd  
Dedham, MA 020*



My Commission Expires: 1/31/08



EXHIBIT "E"

*Gayley Ranch Access Highway Right of Way Description*

A Right of Way description is made for the Gayley Ranch Access Highway as it passes through property owned by Don Whitear as follows: Commencing at the East Quarter Corner of Section 1, Township 4 North, Range 1 East, Salt Lake Base & Meridian and running thence North 79°19'50" East of North 79°19'50" East a distance of 2544.60 feet to the approximate intersection of two Morgan County Highways, the true Point of Beginning of a Right of Way, measuring 66 feet across from boundaries offset 33 foot continuously on both sides of the center line;

thence North 74°9'26" West a distance of 43.07 feet; thence 122.40 feet along a curve to the left having a radius of 200.00 feet through a central angle of 35°3'59"; thence North 39°5'28" West a distance of 305.70 feet; thence 171.12 feet along a curve to the left having a radius of 200.00 feet through a central angle of 49°1'19"; thence North 87°30'40" West a distance of 983.62 feet; thence 173.17 feet along a curve to the left having a radius of 200.00 feet through a central angle of 49°36'38"; thence North 37°53'22" West a distance of 327.81 feet; thence 395.99 feet along a curve to the left having a radius of 1000.00 feet through a central angle of 22°41'20"; thence North 60°34'42" West a distance of 412.79 feet; thence 303.89 feet along a curve to the left having a radius of 300.00 feet through a central angle of 58°2'21"; thence South 61°22'57" West a distance of 337.92 feet to the West side of the Canal Property line;

thence continuing with a Right of Way measuring between 66 feet and 150 feet to include the construction perimeter while the Right of way is not to exceed 150 feet, as the construction perimeter can be offset between a minimum of 33 feet and a maximum of 75 feet from the described center line, 128.18 feet along a curve to the left having a radius of 100.00 feet through a central angle of 73°26'26"; thence South 12°3'30" East a distance of 573.39 feet; thence 101.50 feet along a curve to the left having a radius of 180.00 feet through a central angle of 32°18'34"; thence South 20°15'3" West a distance of 188.48 feet; thence 149.61 feet along a curve to the left having a radius of 200.00 feet through a central angle of 42°51'38"; thence 282.53 feet along a curve to the left having a radius of 609.38 feet through a central angle of 26°33'54"; thence South 36°33'38" West a distance of 127.19 feet; thence 299.78 feet along a curve to the left having a radius of 130.00 feet through a central angle of 132°7'30"; thence North 11°18'52" West a distance of 117.61 feet; thence 136.43 feet along a curve to the left having a radius of 130.00 feet through a central angle of 60°7'51"; thence 165.11 feet along a curve to the left having a radius of 150.05 feet through a central angle of 63°2'51"; thence 137.02 feet along a curve to the left having a radius of 130.05 feet through a central angle of 60°21'55"; thence 218.59 feet along a curve to the left having a radius of 247.42 feet through a central angle of 50°37'10"; thence South 57°45'12" West a distance of 103.16 feet; thence 61.20 feet along a curve to the left having a radius of 80.00 feet through a central angle of 43°50'0"; thence 185.58 feet along a curve to the left having a radius of 150.11 feet through a central angle of 70°49'58"; thence South 30°35'35" West a distance of 70.57 feet; thence 814.66 feet along a curve to the left having a radius of 259.79 feet through a central angle of 179°40'16"; thence North 29°40'22" East a distance of 313.22 feet; thence 141.13 feet along a curve to the left having a radius of 129.54 feet through a central angle of 62°25'9"; thence 193.53 feet along a curve to the left having a radius of 130.08 feet through a central angle of 85°14'47"; thence North 54°35'12" East a distance of 123.78 feet; thence 151.91 feet along a curve to the left having a radius of 79.97 feet through a central angle of 108°50'27"; thence 120.36 feet along a curve to the left having a radius of 130.13 feet through a central angle of 52°59'40"; thence North 6°52'39" East a distance of 505.49 feet; thence 147.83 feet along a curve to the left having a radius of 80.00 feet through a central angle of 105°52'40"; thence South 81°0'0" West a distance of 81.76 feet; thence 78.54 feet along a curve to the left having a radius of 300.00 feet through a central angle of 15°0'0"; thence South 66°0'0" West a distance of 350.32 feet; thence 97.71 feet along a curve to the left having a radius of 150.00 feet through a central angle of 37°19'19"; thence South 23°3'57" West a distance of 178.78 feet; thence 225.92 feet along a curve to the left having a radius of 269.91 feet through a central angle of 47°57'27"; thence South 76°14'23" West a distance of 144.67 feet; thence 342.73 feet along a curve to the left having a radius of 683.87 feet through a central angle of 28°42'52";

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Gailey Ranch Access Highway Right of Way Description

thence North  $75^{\circ}2'44''$  West a distance of 74.44 feet; thence 86.75 feet along a curve to the left having a radius of 60.00 feet through a central angle of  $82^{\circ}50'12''$ ; thence South  $22^{\circ}7'4''$  West a distance of 68.65 feet; thence 48.60 feet along a curve to the left having a radius of 60.00 feet through a central angle of  $46^{\circ}24'26''$ ; thence South  $76^{\circ}18'27''$  West a distance of 211.66 feet; thence 36.41 feet along a curve to the left having a radius of 80.00 feet through a central angle of  $26^{\circ}4'46''$ ; thence South  $48^{\circ}30'41''$  West a distance of 325.75 feet; said point being South  $73^{\circ}39'10''$  East 4401.9 from the East Quarter of Section 1, Township 4 North, Range 1 East, Salt Lake Base & Meridian.

01-004-128-3  
01-004-002-1  
01-004-005  
01-004-001  
01-004-002