

E 206861 B 875 P 124
Date 28-JUL-2003 2:40pm
Fee: 21.00 Check
CALLEEN PESHELL, Recorder
Filed By KHL
For STANSBURY PARK SERVICE AGENCY
TOOELE COUNTY CORPORATION

WHEN RECORDED, PLEASE RETURN TO:

Stansbury Park Service Agency
1 Country Club, Suite 1
Stansbury Park, UT 84074
Attn: _____

QUITCLAIM DEED

Leucadia Financial Corporation, a Utah corporation, ("**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby quitclaims to Stansbury Park Service Agency, a body politic under the laws of the State of Utah, at the address of _____ Utah _____ ("**Grantee**"), subject to the exceptions, reservations, restrictions, and covenants provided below, the surface estate in and to the following described tract of land (the "**Premises**") situated in Tooele County, Utah:

(See Exhibit "A" for a legal description of the Premises.)

EXCEPTING AND RESERVING UNTO Grantor, its successors and assigns, any and all water rights appurtenant to the Premises;

FURTHER EXCEPTING AND RESERVING UNTO Grantor, its successors and assigns, the mineral estate and all ores and minerals of whatever nature or character situated in, upon, or under the Premises.

TOGETHER WITH a perpetual non-exclusive easement, as provided herein, over, across, and under the following described tract of land (the "**Access Easement**") situated in Tooele County, Utah:

(See Exhibit "B" for a legal description of the Access Easement.)

The Access Easement shall be for the benefit of and appurtenant to the Premises, for use by Grantee, its successors and assigns, and by each of their tenants, employees, licensees, agents, contractors, and invitees to whom Grantee may chose to extend or delegate such use rights (collectively "**Permittees**"), for purposes of ingress and egress over and across Grantor's property to and from _____ by Grantee or Permittees and the vehicular traffic thereof as may be reasonably necessary or appropriate.

PROVIDED, HOWEVER, the location of the Access Easement shall, at Grantor's sole discretion, be subject to change to accommodate the development of Grantor's real property; provided further, access for Grantee's purposes of ingress and egress to the cellular communication tower site shall always be maintained (except for brief periods during the construction and relocation of the Access Easement, if necessary) and relocation of the Access Easement shall be to a location mutually agreeable to both Grantor and Grantee.

Grantee, its successors and assigns, shall have the right to use the Premises as a site for a cellular communications tower or equipment, including the construction, installation, and operation of such cellular tower or equipment. Grantee, on its own behalf and on behalf of its successors and assigns, hereby covenants and agrees to be restricted, and is restricted, from using or developing the Premises for any other purpose or use other than as a cellular communications tower site.

PROVIDED, in the event that the Premises or the Access Easement, or both, are no longer used by Grantee, its successors and assigns, as a site for a cellular communications tower, ownership and title in and to the Premises and Access Easement shall automatically revert to Grantor, its successors or assigns, and Grantee, its successors and assigns, and Permittees shall have no interest or right in, to, or under the Premises.

Grantor and Grantee hereby agree that the use restrictions imposed herein upon Grantee, its successors and assigns, shall constitute a covenant running with the surface estate of the Premises.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be signed by their duly authorized officers this 25th day of July, 2003.

Grantor:

LEUCADIA FINANCIAL CORPORATION

By: [Signature]

Its: Vice Pres.

Grantee:

STANSBURY PARK SERVICE AGENCY, a body corporate and politic under the laws of the State of Utah

By: [Signature]

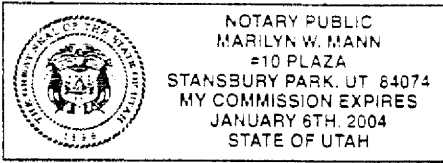
Its: Chairman

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

The foregoing instrument was acknowledged before me this 25th day of July, 2003, by Jim Ward, the Vice President of Leucadia Financial Corporation, a Utah corporation, on behalf of said corporation.

Marilyn W. Mann
Notary Public
Residing at: 29 Lakeview, Stansbury Park

My Commission Expires:
January 6th, 2004



STATE OF UTAH)
 : ss.
COUNTY OF TOOELE)

The foregoing instrument was acknowledged before me this 25th day of July, 2003, by Randall Jones, the Chairman of Stansbury Park Service Agency, a body corporate and politic under the laws of the State of Utah.

Marilyn W. Mann
Notary Public
Residing at: 29 Lakeview, Stansbury Park

My Commission Expires:
January 6th, 2004

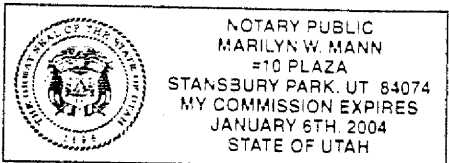


EXHIBIT "A"

Cell Tower Property - Legal

June 23, 2003

Beginning at a point which lies North 89°57'10" East, along the north line of the southwest quarter of Section 10, Township 2 South, Range 4 West, Salt Lake Base and Meridian a distance of 1,110.96 feet; and North 00°02'50" West a distance of 234.65 feet to a point which lies on the intersection of Utah Department of Transportation Haul Road and State Highway 138 northerly right-of-way line and running thence along the easterly line of said Utah Department of Transportation Haul Road the following six (6) calls:

North 05°12'04" West, a distance of 22.97 feet to the beginning of 171.94 foot radius non-tangent curve to the left through a central angle of 15°30'30"; thence northerly along said curve an arc length of 46.54 feet (chord bears North 12°57'23" West, a distance of 46.40 feet); to the beginning of a 130.49 foot radius compound curve to the left through a central angle of 19°01'57"; thence northwesterly along said curve an arc length of 43.35 feet (chord bears North 30°13'37" West a distance of 43.15 feet); thence continuing along said haul road North 38°34'08" West, a distance of 179.09 feet; thence North 38°27'15" West, a distance of 7.06 feet; thence North 37°12'53" West, a distance of 492.14 feet; thence North 28°26'34" West, a distance of 92.82 feet to a point on the Kennecott property line; thence continuing along said property line the following three (3) calls:

North 89°12'05" East, a distance of 698.88 feet; thence North 00°09'52" East, a distance of 364.55 feet; thence South 89°58'12" East, a distance of 161.06 feet to a point along Highway 36, which is the true point of beginning; thence along said right-of-way South 05°10'55" East, a distance of 40 feet; thence leaving said right-of-way North 89°58'12" West, a distance of 40 feet; thence North 5°10'55" West, a distance of 40 feet to a property line; thence along said property line South 89°12'05" West, a distance of 40 feet to the true point of beginning, containing 1,600 square feet.

S-28-22

LEGAL DESCRIPTION - NORTH EAST PROPERTY

Beginning at a point which lies North 89°57'10" East, along the North line of the Southwest Quarter of Section 10, Township 2 South, Range 4 West, Salt Lake Base and Meridian a distance of 1,110.96 feet; and North 00°02'50" West a distance of 234.65 feet to a point which lies on the intersection of Utah Department of Transportation Haul Road and State Highway 138 Northerly Right-of-Way line and running thence along the Easterly line of said Utah Department of Transportation Haul Road the following six calls (6):

North 05°12'04" West a distance of 22.97 feet to the beginning of 171.94 foot radius non tangent curve to the left through a central angle of 15°30'30"; thence Northerly along said curve an arc length of 46.54 feet (chord bears North 12°57'23" West a distance of 46.40 feet); to the beginning of a 130.49 foot radius compound curve to the left through a central angle of 19°01'57"; thence Northwesterly along said curve an arc length of 43.35 feet (chord bears North 30°13'37" West a distance of 43.15 feet); thence continuing along said haul road North 38°34'08" West a distance of 179.09 feet; thence North 38°27'15" West a distance of 7.06 feet; thence North 37°12'53" West a distance of 492.14 feet; thence North 28°26'34" West a distance of 92.82 feet to a point on the Kennecott property line; thence continuing along said property line the following three (3) calls:

North 89°12'05" East a distance of 698.88 feet; thence North 00°09'52" East a distance of 364.55 feet; thence South 89°58'12" East a distance of 161.06 feet to a point along Highway 36 Right-of-Way line; thence along said Right-of-Way line the following six (6) calls: South 05°10'55" East a distance of 61.72 feet; thence South 05°12'50" East a distance of 200.44 feet; thence South 05°11'45" East a distance of 192.97 feet; thence South 05°13'59" East a distance of 197.57 feet; thence South 05°10'05" East a distance of 203.92 feet; thence South 05°13'22" East a distance of 204.08 feet to a point of intersection of Highway 36 and 138 Right-of-Way line thence South 84°47'54" West along said Right-of-Way line of Highway 138, a distance of 466.96 feet to the POINT OF BEGINNING.
Contains 546,241.09 sq.ft. or 12.54 acres.

5-28-23

5-28-22

Tooele Highway / State Road 36 →

Future Commercial
(Kennecott Property)

Subject
Property

Commercial
± 17.6 Acres
EXHIBIT A

Rail
Loop
(UDOT)

State Highway 137

Gravelly Hill Road

Road

Multi-Family
± 51.3 Acres @ 15 U/Ac. ±
769 Units

Existing M-D Zone

