

DUPLICATE ORIGINAL
U. P. R. R. Counterpart

DATE: _____
LICENSOR: _____
ADDRESSEE: _____
ABSTRACTED: _____

Private Road Crossings
at Emory, Utah.

STAMPED: _____ C. D. No. 48161-13

THIS AGREEMENT, made and entered into as of the
29th day of September, 1977,
by and between UNION PACIFIC RAILROAD COMPANY, a corporation
of the State of Utah (hereinafter the Licensor), and ECHO
CREEK RANCH, a Utah Limited Partnership (hereinafter the
Licensee), WITNESSETH:

RECITALS:

The Licensee desires

- (a) to continue to maintain and use an existing private roadway, (hereinafter the "private roadway") on and along the property and over the tracks of the Licensor in the location shown on the print dated August 23, 1977, marked Exhibit A, hereto attached; and
- (b) to use, and the Licensor to maintain, two existing 16-foot solid plank road crossings (hereinafter collectively the "crossing") on the property and over the tracks in the locations shown on Exhibit A.

The private roadway and crossing described in subparagraphs (a) and (b) above hereinafter shall be collectively the Roadway.

AGREEMENT:

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. LICENSOR GRANTS RIGHT.

In consideration of the sum of fifty dollars (\$50.00) to be paid by the Licensee to the Licensor annually in advance and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee, subject to the terms and conditions herein stated, the right, during the term hereof, to continue to maintain the private roadway and to use the Roadway across the property and over the tracks of the Licensor in the location described in the Recitals hereof.

Entry No. 141778 Book M.14.3
 REC'D 2070-28.27 at 9.16 M Page 127-134
 DEPT. OF Union Pacific R.R. Co.
 FEE \$ 12.00
 INDEXED
 By: [Signature]

BOOK 103 PAGE 127

See W.D. # 154728 bk M.130 p.782

The foregoing grant is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property in the performance of its public duty as a common carrier, and is also subject to the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication or other wire lines, pipe lines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. MAINTENANCE AND USE.

The Licensor shall, at the expense of the Licensee, maintain the crossing in the location shown on Exhibit A; PROVIDED, however, that such maintenance shall be limited to that required by the Licensor for the safe and efficient operation of its track(s), and that requested by the Licensee; PROVIDED, further, however, that the Licensee shall keep the rail flangeways clear of all obstructions.

The Licensee shall, at the sole expense of the Licensee, perform all grading and surfacing necessary for, and maintain the private roadway in the location shown on Exhibit A. The Licensor shall, at the sole expense of the Licensee, furnish, install and maintain, during the term of this Agreement, any railroad crossing protection, signs or other appurtenances, required by public authority as a result of the existence of the Roadway.

All work performed by the Licensee on property of the Licensor in connection with the private roadway or the appurtenances thereto shall be done under the supervision and to the satisfaction of the Licensor.

The private roadway shall be maintained and the Roadway used by the Licensee in such manner as to cause no interference whatsoever with the operation of the track(s), and nothing shall be done or suffered to be done by the Licensee which would in any way endanger the safety of operation of the track(s).

Any gate affording access to the Roadway shall be kept closed at all times except during the time of actual passage through it onto or from the Roadway.

Section 3. MODIFICATION OR RELOCATION OF ROADWAY.

The right herein granted is subject to the needs and requirements of the Licensor in the operation of its railroad and the improvement and use of its property, and

(a) the Licensee shall, at the Licensee's sole expense, make any and all modifications or changes in the private roadway; and

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(b) the Licensor shall, at the Licensee's sole expense, make any and all modifications or changes in the crossing

or move the same to such new location as the Licensor may designate, whenever, in the furtherance of such needs and requirements, the Licensor shall find such action necessary or desirable.

All the terms, conditions and stipulations herein expressed with reference to the maintenance and use of the Roadway in the location hereinbefore described shall apply to the Roadway when modified or moved to a new location under the terms of this section.

Section 4. ROADWAY TO BE A STRICTLY PRIVATE ONE.

It is expressly stipulated that the Roadway is to be a strictly private one and is not intended for public use.

Section 5. LIABILITY.

The Licensee shall indemnify and hold harmless the Licensor and other companies which use the property of the Licensor, their officers, agents and employes, against and from any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or against and from damage to or loss or destruction of property whatsoever (including damage to the roadbed, tracks, equipment or other property of the Licensor and such other companies or property in their care or custody), when such injury, death, loss, destruction or damage is due to or arises in connection with or as a result of the construction of the private roadway; or

(a) any work done by the Licensee in connection with the maintenance or removal of the private roadway; or

(b) the use of the Roadway by the Licensee or the agents, employes or patrons of the Licensee or by others with the consent of the Licensee.

Section 6. REMOVAL OF ROADWAY.

Upon termination of this Agreement howsoever, the Licensor shall, at the sole expense of the Licensee, remove the Roadway and restore the premises of the Licensor to as good condition as they were in at the time of the construction of the Roadway.

In the event of the removal of the Roadway as in this section provided, the Licensor shall not be liable to the Licensee for any damage sustained by the Licensee for or on account of such removal, and such removal shall not

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prejudice or impair any right of action for damage, or otherwise, which the Licensor may have against the Licensee.

Section 7. TERMINATION ON BREACH AND WAIVER OF BREACH.

It is agreed that the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall, at the option of the Licensor, forthwith work a termination of this Agreement and all rights of the Licensee hereunder. The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any subsequent breach thereof.

Section 8. TERMINATION ON NOTICE.

This Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date on which such notice shall be given.

Section 9. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 10. EFFECTIVE DATE; TERM.

This Agreement shall take effect as of the date first herein written and shall continue in full force and effect until terminated as herein provided.

Section 11. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 9 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have

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caused this Agreement to be executed in duplicate as of the date first herein written.

Witness:

A. S. Ruge

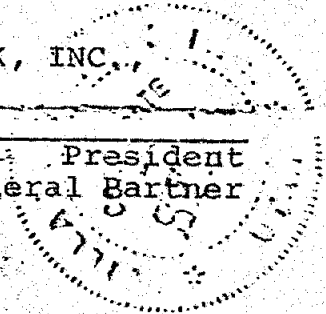
UNION PACIFIC RAILROAD COMPANY,

By G. H. B.
General Manager

Attest:

David Lee (Seal)
Secretary

ECHO CREEK RANCH
By: VILLA WESTBROOK, INC.
By J. H. L.
President
General Partner



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Approved as to execution:

B. A. Donahoe
General Contract Counsel

LAW DEPT. C. D.
UNION PACIFIC
OMAHA

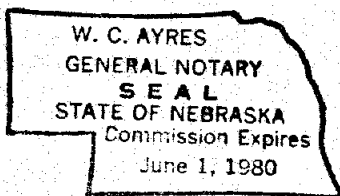
Approved as to form:


B. A. Donahoe
General Contract Counsel

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STATE OF NEBRASKA)
)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
this 29 day of September, 1977,
by H. H. BRANDT, General Manager of Union Pacific Railroad
Company, a Utah corporation, on behalf of the corporation.





Notary Public

(Seal)

hhb

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

On this 27th day of September, 1977, personally appeared before me JAY L. MURPHY, who being by me duly sworn did say that he is the Vice President of VILLA WESTBROOK, INC., a Utah corporation, that said corporation is a General Partner of ECHO CREEK RANCH, a Utah Limited Partnership, and that the foregoing License Agreement was signed on behalf of said corporation, in its capacity as a General Partner in said Limited Partnership, by authority of its By-Laws or a resolution of its Board of Directors, and said JAY L. MURPHY acknowledged to me that said corporation executed the same on behalf of said Limited Partnership.

[Handwritten Signature]

Notary Public
Residing at *[Handwritten Address]*

My Commission Expires:
[Handwritten Date]
STATE OF UTAH

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HIGHWAY LEASE STATE OF UTAH C.D. 48161-4-A

50357+328 @ EXISTING 16'
SOLID PLANK ROAD X-INGS

TO
OGDEN

50360

97'

50'

1846.1' TO E. LINE SEC. 30 T.4 N. R.6 E.

97'

CONC. BOX CULVERT
TO BE USED AS AN
ACCESS UNDER I-80

HIGHWAY LEASE STATE OF UTAH
C.D. 48161-3 FOR I-80

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50 M. 24.
31° 59' 40"
41-24 CDS.

50359+401 P.S.C.

1570.
38° 57' 33"
7.315"

50356+51.9 P.S.C.

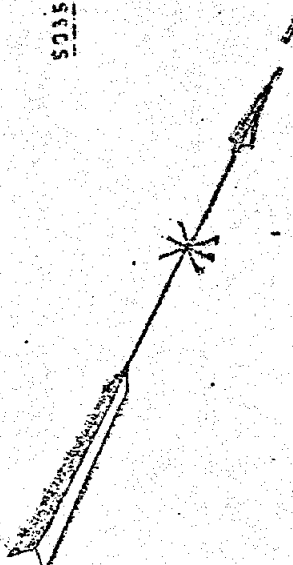


EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY
Emory, Summit County, Utah
M.P. 943.75 - Main Line

To accompany agreement with Echo
Creek Ranch covering continued
maintenance and operation of
private road crossing.

Scale 1" = 100'

Office of
General Manager - Real Estate
Omaha, Nebr. Aug. 23, 1977

* L E G E N D *

- Roadway shown YELLOW
- Road Crossing shown GREEN
- U.P.R.R.Co. R/W outlined. RED