

WHEN RECORDED, RETURN TO:  
Anaya Gayle  
Holland & Hart LLP  
222 South Main Street, Suite 2200  
Salt Lake City, UT 84101

**DECLARATION OF WELLHEAD PROTECTION COVENANT  
AND LAND USE RESTRICTIONS**

This DECLARATION OF WELLHEAD PROTECTION COVENANT AND LAND USE RESTRICTIONS (the "**Declaration**") is made and dated to be effective March 23, 2023 (the "**Effective Date**"), by and between WASATCH PEAKS RANCH, LLC, a Delaware limited liability company ("**Grantor**"), and M A S FAMILY LLC, a Utah limited liability company, which took title as MAS Family, L.L.C. ("**Grantee**"). Grantor and Grantee may each be referred to herein as a "**Party**" and collectively, the "**Parties**."

**RECITALS**

A. Grantor is the fee owner of certain real property located in Morgan County, Utah, as more particularly described in the attached Exhibit A (the "**Grantor Property**").

B. Grantee is the owner of certain real property located in Morgan County, Utah, as more particularly described in the attached Exhibit B (the "**Grantee Property**").

C. In conjunction and compliance with the regulations of the U.S. Environmental Protection Agency (the "**EPA**"), the Utah Division of Drinking Water ("**DDW**"), Utah Administrative Code R309-600 *et. al.*, and other state agencies (all such obligations are referred to herein as the "**Applicable Regulations**"), Grantee has installed and operates that certain wellhead structure at the land surface from or through which groundwater flows or is pumped from the subsurface, together with all related pipelines and other facilities on the Grantor Property at the location described on the attached Exhibit C (the "**Grantee Well**").

D. The Parties entered into that certain Saunders Well Access Easement Agreement dated September 13, 2021 and recorded on May 3, 2022 as Entry No. 160874, Book 391, Page 680 in the Official Records of Morgan County (the "**Well Easement**"), pursuant to which Grantor has granted to Grantee certain easements and other interests in and to the Grantor Property for the operation, maintenance, repair, and replacement of the Grantee Well.

E. In conjunction and in compliance with the Applicable Regulations, Grantor intends to install and operate certain wellhead structures at the land surface from or through which groundwater will flow or be pumped from the subsurface, together with all related pipelines and other facilities on the Grantor Property at the locations described and depicted on the attached Exhibit

D (the "**Grantor Wells**" and together with the Grantee Well, collectively, the "**Wells**" and individually at times a "**Well**").

F. The Parties now desire to enter into this Declaration to set forth certain limitations and restrictions regarding the Wells in order to comply with all Applicable Regulations, prevent any disruption and/or contamination of the Wells, and otherwise protect and preserve the Wells for each Party's respective use thereof.

NOW, THEREFORE, by the execution, acknowledgement and recording of this Declaration, the Parties hereby agree that the Grantor Property and Grantee Property are hereby encumbered by and subject to the following restrictions, which shall run with and be appurtenant to the Grantor Property and Grantee Property:

1. **Designation of Protection Zones.** Grantee and Grantor hereby designate a protection zone for each Well, measured from each wellhead and extending to a radius of two miles therefrom (each, a "**Protection Zone**," and together, the "**Protection Zones**"). The Protection Zones shall be used as a designated management area surrounding each water source and shall be used and operated in accordance with all Applicable Regulations, including, without limitation, Utah Admin. Code § 309-600-9.

2. **Non-Interference.** Neither Party shall maliciously interfere with, damage, remove, or destroy the Wells (including a well, valve, casing, cap, and pipeline associated therewith), and shall not make a connection to any water facility without obtaining the written consent of the owner of such facility. If either Party intends to connect to the other Party's Well or associated facilities, such Party shall obtain prior written consent from the non-requesting Party, which consent shall not be unreasonably conditioned or delayed. Such non-requesting Party shall respond to the requesting Party within fifteen (15) days of receipt of such request.

3. **No Obstructions.** Neither Party shall place or maintain any obstruction or barricade within the Protection Zones, without the express written consent of the other Party. Neither Party shall block, inhibit or change the flow of water in, or to the other Party's Well (unless such Well is causing damage to the Grantor Property or Grantee Property), without the express written consent of the owner of such Well.

4. **Grantor Changes to the Grantee Well.** Grantor shall have the right to make reasonable changes to the location and method delivery of the pipeline in and to the Grantee Well in its sole and absolute discretion; provided, however, Grantor shall provide prior written notice to Grantee of its intent to make such modifications and shall provide Grantee with a reasonable time to review and provide comments on such plans. All such changes made to the Grantee Well or surrounding facilities shall be in accordance with the Applicable Regulations.

5. **Compliance with the Utah State Engineer.** Each Party shall fully comply with all requests made by the Utah State Engineer made for the purposes of preventing contamination

of waters. Any requests made by the State Engineer for the repair, construction, or installation of devices on canals, caps, valves, or casings on any Well, or the plugging of a Well, shall be done promptly after such request is made and done at the sole cost and expense of the owner of the subject Well or facility.

6. **No Contamination.** Neither Party shall locate or allow the location of any pollution sources within the Protection Zones. For purposes of this Declaration, "pollution source" means point source discharges of contaminants to ground water or potential discharges of the liquid forms of "extremely hazardous substances" which are stored in containers in excess of "applicable threshold planning quantities" as specified by the Applicable Regulations. Examples of possible pollution sources include, but are not limited to, the following: storage facilities that store the liquid forms of extremely hazardous substances, septic tanks, drain fields, class V underground injection wells, landfills, open dumps, landfilling of sludge and septage, manure piles, salt piles, pit privies, drain lines, and animal feeding operations with more than ten animal units.

7. **New Ground-Water Sources of Drinking Water.** If either Party desires to construct a new ground-water source of drinking water, such Party shall comply with all Applicable Regulations, including, without limitation, developing a preliminary evaluation report in accordance with Utah Admin. Code R309-600-13(2) for each of its new ground-water sources and submit the same to the DDW. Additionally, engineering information in accordance with R309-515-6(5)(a) or R309-515-7(4) must be submitted to DDW. Such requesting Party shall not proceed with the construction of such ground-water source of drinking water unless and until approval is given by the DDW.

8. **Maintenance and Repairs.**

a. **Grantee's Obligations.** Grantee shall maintain, at Grantee's sole cost and expense, the Grantee Well in good condition and repair and shall complete and/or perform all repairs, maintenance, or other work permitted under this Declaration in a good and workmanlike manner, consistent with good construction practices and in accordance with the Applicable Regulations. Grantee shall obtain all permits and approvals that may be necessary for Grantee's operation or construction thereof. In addition, Grantee shall be responsible, at its sole cost and expense, for complying with the Applicable Regulations. If Grantee or any party by or under Grantee damages or destroys any portion of the Grantor Property or other improvements located thereon, Grantee shall timely provide written notice to Grantor of such damage or destruction.

b. **Grantor's Obligations.** Grantor shall maintain, at Grantor's sole cost and expense, the Grantor Wells in good condition and repair and shall complete and/or perform all repairs, maintenance, or other work permitted under this Declaration in a good and workmanlike manner, consistent with good construction practices and in accordance with the Applicable Regulations. Grantee shall obtain all permits and approvals that may be necessary for Grantee's operation or construction thereof. In addition, Grantee shall be responsible, at its sole cost and expense, for complying with the Applicable Regulations.

9. **Removal and Restoration.** In the event Grantee or Grantor determines that its Well is no longer necessary, required, or otherwise desires to remove such Well, such Party shall remove such above-grade portions of the Well and surrounding facilities in accordance with all Applicable Regulations and shall restore the applicable portion of such area affected by such work, at such Party's sole cost and expense. Such Party shall fully repair and restore the surface of the Protection Zone affected by such removal activities to the grade and condition it was in immediately prior to such activities. Any below-grade portions of the Well and surrounding facilities may remain in place in accordance with the Applicable Regulations as determined by Grantor in its sole and absolute discretion.

10. **Indemnification.** Each Party, for itself and its officers, directors, employees, contractors, representatives, licensees, and its affiliates (collectively, the "**Indemnifying Parties**"), agree to defend, protect, indemnify and hold harmless the other Party and such Party's officers, directors, employees, contractors, representatives, licensees, and its affiliates (collectively, the "**Indemnified Parties**"), from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the access to, or use of, the Wells by the Indemnifying Parties or any failure of the Indemnifying Parties to perform its duties or obligations under this Declaration; provided, however, the foregoing obligation shall not apply to claims or demands to the extent based on the gross negligence or the willful act or omission of the Indemnified Parties. This indemnity provision shall survive the termination of this Declaration.

11. **Insurance.** Each Party hereby covenants and agrees that it shall obtain and shall at all times thereafter maintain at a minimum general liability insurance with respect the Wells and Protection Zones, naming the other Party as an additional insured, with minimum liability limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. All insurance may be provided under: (a) an individual policy covering the applicable property; (b) a blanket policy or policies which include other liabilities, properties and locations of such insuring party; or (c) a combination of any of the foregoing insurance programs.

12. **Binding Effect.** All provisions contained in this Declaration, including the benefits and burdens, run with the land and are binding upon all persons who now or hereafter acquire an interest in the Grantor Property or Grantee Property, whether as an owner, renter, deed of trust or mortgage beneficiary or otherwise. This Declaration shall be recorded in the official records of Morgan County, Utah, and shall operate as a restrictive covenant and bind all persons having any right, title or interest in any portion of the Grantor Property or Grantee Property and their respective heirs, successors, successors-in-title, and assigns in perpetuity.

13. **Amendment.** This Declaration may be amended, modified, or revoked only by written instrument executed by the owners of the Grantor Property and Grantee Property and recorded in the official records of Morgan County, Utah.

14. **Governing Law; Severability.** This Declaration shall be construed and interpreted according to the laws of the State of Utah without regard to its conflicts of laws principals, and any action to enforce the terms hereof shall be brought in the Fourth Judicial District Court within and for Utah County, Utah. Invalidation of any of these provisions by judgment or court order shall not affect any of the other provisions, which other provisions shall remain in full force and effect.

15. **Enforcement.** If either Party is in violation of any provision of this Declaration, the non-defaulting Party may give the other Party written notice requesting that the Party cure the violation (the “**Notice of Violation**”). If the violation is not cured within thirty (30) days after receipt of the Notice of Violation, then the non-defaulting Party shall have remedies as provided by law and/or equity for enforcement of this Declaration as a restrictive covenant on real property. Without limiting the generality of the foregoing, any violation of the covenants contained in this Declaration by either Party may result in irreparable harm to the non-defaulting Party and therefore enforcement by mandatory or prohibitory injunction is an appropriate and intended remedy for any actual or threatened violations of this Declaration. Enforcement of the terms and provisions of this Declaration shall be at the discretion of the Parties and any failure of either Party to discover a violation or any forbearance to exercise its rights hereunder shall not be deemed or construed to be a waiver of such terms or of any subsequent breach of the same or any other term of this Declaration. The enforceability of the terms and provisions of this Declaration shall not be defeated because of, and each Party waives any defense related to, laches, estoppel, period of prescription, or any rule of common law, including without limitation, the doctrine of changed circumstances.

16. **Interpretation.** The captions of the Sections of this Declaration are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Declaration shall include the plural, where the context is otherwise appropriate.

17. **Recitals and Exhibits Incorporated.** The Recitals set forth above are true and correct and are incorporated herein by this reference. The Exhibits identified herein are attached hereto and incorporated by this reference as though fully set forth herein.

*[Remainder of the page is intentionally blank. Signature pages follow.]*

IN WITNESS WHEREOF, the following have executed this Declaration as of the date first above written.

M A S FAMILY LLC,  
a Utah limited liability company

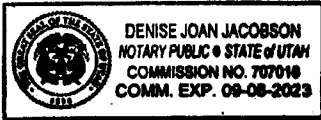
By: [Signature]  
Name: L. Dean Saunders  
Its: Registered Agent

STATE OF Utah §  
COUNTY OF Weber County §

The foregoing instrument was acknowledged before me this 23 day of March, 2023,  
by [Signature], the Registered Agent of M A S Family LLC, a Utah limited liability company.

(SEAL)

[Signature]  
Notary Public



Residing at Weber County, Utah

Signature Page to Declaration of Wellhead Protection Covenant and Land Use Restrictions

WASATCH PEAKS RANCH, LLC,  
a Delaware limited liability company  
By: Wasatch Peaks Ranch Management, LLC,  
Its Manager

By: [Signature]  
Name: Ed Schultz  
Its: Authorized Officer

STATE OF UTAH §  
  §  
COUNTY OF SALT LAKE §

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2023, by Ed Schultz, Authorized Officer of the Wasatch Peak Ranch Management, LLC, manager of Wasatch Peaks Ranch, LLC.



[Signature]  
Notary Public

Residing at Farmington, UT

Signature Page to Declaration of Wellhead Protection Covenant and Land Use Restrictions

**EXHIBIT A**

Legal Description of the Grantor Property

WPR PROPERTY DESCRIPTION

**TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN**

SECTION 2: ALL (PARCEL NO. 00-0000-3408)  
SECTION 3: ALL (PARCEL NO. 00-0000-3432)  
SECTION 11: ALL (PARCEL NO. 00-0000-3465)

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.  
(PARCEL NOS. 070070003, 070070004, DAVIS COUNTY, UTAH)

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.  
(PARCEL NOS. 07-008-0001, 07-008-0002, DAVIS COUNTY, UTAH)

**TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN**

Lots C1-C20, D1-D9, D13-D15, E1-E18, Parcels 1-3, and Open Spaces A, B, C, and D of Final Plat, Wasatch Peaks Ranch Plat 1 recorded in the office of the Morgan County Recorder on May 3, 2022, as Entry No. 160852 in Book 391, Pages 382-401.

(Parcel Nos. 00-0090-3141, 00-0090-3142, 00-0090-3143, 00-0090-3144, 00-0090-3145, 00-0090-3146, 00-0090-3147, 00-0090-3148, 00-0090-3149, 00-0090-3150, 00-0090-3151, 00-0090-3152, 00-0090-3153, 00-0090-3154, 00-0090-3155, 00-0090-3156, 00-0090-3157, 00-0090-3158, 00-0090-3159, 00-0090-3160, 00-0090-3161, 00-0090-3162, 00-0090-3163, 00-0090-3164, 00-0090-3165, 00-0090-3166, 00-0090-3167, 00-0090-3168, 00-0090-3169, 00-0090-3170, 00-0090-3171, 00-0090-3172, 00-0090-3173, 00-0090-3174, 00-0090-3175, 00-0090-3176, 00-0090-3177, 00-0090-3178, 00-0090-3179, 00-0090-3180, 00-0090-3181, 00-0090-3182, 00-0090-3183, 00-0090-3184, 00-0090-3185, 00-0090-3186, 00-0090-3187, 00-0090-3188, 00-0090-3189, 00-0090-3190, 00-0090-3191, 00-0090-3192, 00-0090-3193, 00-0090-3194, 00-0090-3195, 00-0090-3196, 00-0090-3197, 00-90-3198)

SECTION 2: ALL (PARCEL NO. 00-0001-1559)  
SECTION 3: ALL (PARCEL NO. 00-0001-1583)  
SECTION 10: ALL (PARCEL NO. 00-0001-1690)  
SECTION 11: ALL (PARCEL NO. 00-0001-1724)  
SECTION 13: ALL (PARCEL NO. 00-0001-1849)  
SECTION 15: ALL (PARCEL NO. 00-0001-1922)  
SECTION 23: ALL (PARCEL NO. 00-0001-2003)

Exhibit A-1



SECTION 27ALL (PARCEL NO. 00-0001-2292)

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 NO. 00-0001-1526)

THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 4.  
(PARCEL NO. 00-0001-1617)

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 NO. 00-0001-1666)

THE SOUTH HALF AND THE SOUTH HALF OF THE NORTH HALF OF SECTION 12.  
(PARCEL NO. 00-0085-9420)

THE WEST HALF AND THE SOUTHEAST QUARTER OF SECTION 14.  
(PARCEL NO. 00-0001-1872)

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20.  
(PARCEL NO. 11-168-0002, DAVIS COUNTY, UTAH)

THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 22.  
(PARCEL NO. 00-0001-1963)

THE NORTH HALF OF THE NORTH HALF OF SECTION 24.  
(PARCEL NO. 00-0001-2045)

THE WEST HALF AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 26.  
(PARCEL No. 00-0001-2276)

THE SOUTHWEST QUARTER, AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35.  
(PARCEL NO. 00-0001-2409)

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36.  
(PARCEL NO. 00-0001-2466)

**TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN**

THE NORTHWEST QUARTER OF SECTION 19.  
(PARCEL NOS. 00-0001-6517, 00-0085-9593)

**TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN**

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 LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292, AT PAGE 1337 AND IN BOOK 297 AT PAGE 794.  
(PARCEL NO. 00-0002-6185)

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.  
(PARCEL NO. 00-0002-6177)

THE SOUTH HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED 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, PAGE 794, AND SUBJECT TO EASEMENT TO USA RECORDED IN BOOK MISC 4, PAGE 512.  
(PARCEL NO. 00-0002-6227)

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. EXCEPT THEREFROM THAT PORTION CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF GATEWAY CANAL, THENCE

ALONG SAID RIGHT-OF-WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG THE REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO THE GATEWAY CANAL RIGHT-OF-WAY STATION 420+07.04 ON SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 979.6 FEET MORE OR LESS TO SOUTH RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD CO; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE SOUTH 74°40' WEST 964.2 FEET MORE OR LESS TO THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING.  
(PARCEL NO. 00-0002-6292)

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.  
(PARCEL NO. 00-0002-6375)

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27, 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. EXCEPT THEREFROM THAT PORTION CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF GATEWAY CANAL, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG THE REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO THE GATEWAY CANAL RIGHT-OF-WAY STATION 420+07.04 ON SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 979.6 FEET MORE OR LESS TO SOUTH RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD CO; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE SOUTH 74°40' WEST 964.2 FEET MORE OR LESS TO THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING. ALSO LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122.  
(PARCEL NO. 00-0002-6334)

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. (PARCEL NO. 00-0002-6359)

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. EXCEPT THEREFROM THAT PORTION CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF GATEWAY CANAL, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG THE REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO THE GATEWAY CANAL RIGHT-OF-WAY STATION 420+07.04 ON SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 979.6 FEET MORE OR LESS TO SOUTH RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD CO; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE SOUTH 74°40' WEST 964.2 FEET MORE OR LESS TO THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING. ALSO LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED 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 NO. 00-0002-6391)

THE SOUTHWEST QUARTER OF SECTION 27, SITUATE SOUTH OF THE UNION PACIFIC RAILROAD COMPANY'S RIGHT-OF-WAY. EXCEPTING THEREFROM THE PROPERTY HERETOFORE CONVEYED BY WARRANTY DEED, DATED MAY 12, 1955, FROM SWAN LAND AND LIVESTOCK COMPANY TO THE WEBER BASIN WATER CONSERVANCY DISTRICT, RECORDED ON JUNE 7, 1955, IN THE OFFICE OF THE MORGAN COUNTY RECORDER IN BOOK Q, AT PAGE 409, AS INSTRUMENT NO. 27442.

ALSO, EXCEPTING THE FOLLOWING: BOOK S PAGE 376, A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER BEGINNING AT A POINT WHICH BEARS NORTH 984.7 FEET AND WEST 312.0 FEET FROM THE SOUTH QUARTER SECTION CORNER OF THE SAID SECTION 27 (SAID QUARTER SECTION CORNER IS MARKED BY A METAL HUB PLACED BY THE OLD QUARTER SECTION CORNER STONE BY THE U.S. BUREAU OF LAND MANAGEMENT IN THE 1952 RESURVEY), AND RUNNING THENCE SOUTH 16°19' MINUTES EAST 40.0 FEET; THENCE SOUTH 73° 41' WEST 60.0 FEET; THENCE NORTH 16°19' WEST 40.0 FEET TO THE RIGHT OF WAY LINE OF THE SAID MOUNTAIN FUEL SUPPLY COMPANY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 73° 41' EAST 60.0 FEET TO THE POINT OF BEGINNING. ALSO, SUBJECT TO THE FOLLOWING DESCRIBED RIGHT OF WAY: A STRIP OF LAND TWO RODS WIDE IN THE SOUTHWEST QUARTER OF SECTION 27, THE CENTER LINE OF WHICH

BEGINS AT A POINT WHERE THE SOUTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY INTERSECTS WITH THE CENTER LINE OF A BRIDGE CONSTRUCTED OVER THE WEBER RIVER AS PART OF THE GATEWAY CANAL PROJECT WHICH POINT IS APPROXIMATELY 310 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27 AND RUNNING SOUTH 4°22' WEST ACROSS THE SAID BRIDGE AS PRESENTLY CONSTRUCTED 240 FEET MORE OR LESS TO THE SOUTH SIDE OF THE PIONEER PIPELINE COMPANY'S PIPELINE, THENCE EASTERLY ALONG THE SOUTH SIDE OF AND ADJACENT TO SAID PIPELINE 340 FEET MORE OR LESS TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27. ALSO, EXCEPTING THE FOLLOWING: 01-005-065-NA BOOK M4, PAGE 401, A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF A TRACT UNDER CONTRACT TO THE UNITED STATES AS RECORDED JULY 16, 1954, AS ENTRY NO. 26724 IN BOOK MISC. NO. 3, PAGE 475, FROM WHICH POINT THE SOUTH QUARTER CORNER OF SAID SECTION 27 BEARS SOUTH 54°12' EAST 2069.6 FEET, AND RUNNING THENCE SOUTH ALONG THE BOUNDARY OF SAID TRACT UNDER CONTRACT TO UNITED STATES 492.7 FEET; THENCE WEST 175.0 FEET; THENCE NORTH 492.7 FEET; THENCE EAST 175.0 FEET TO POINT OF BEGINNING.  
(PARCEL NO. 00-0002-6490)

BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF GATEWAY CANAL, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG THE REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO THE GATEWAY CANAL RIGHT-OF-WAY STATION 420+07.04 ON SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 979.6 FEET MORE OR LESS TO SOUTH RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD CO; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE SOUTH 74°40' WEST 964.2 FEET MORE OR LESS TO THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ANY AND ALL OF GRANTOR'S RIGHT, TITLE, AND INTEREST, IF ANY, IN AND TO THE RIGHTS RESERVED BY SWAN LAND AND LIVESTOCK COMPANY, A CORPORATION ORGANIZED AND DOING BUSINESS UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF UTAH, AS GRANTOR OF THAT CERTAIN WARRANTY DEED DATED MAY 12, 1955 AND RECORDED JUNE 7, 1955 AS ENTRY NO. 27442 IN BOOK Q OF DEEDS AT PAGE 406 IN THE OFFICIAL RECORDS OF THE MORGAN COUNTY RECORDER, MORGAN COUNTY, UTAH, WHICH RIGHTS INCLUDE WITHOUT LIMITATION THE RIGHTS (1) TO USE ACCESS ROADS INCLUDING THE BRIDGE OVER THE WEBER RIVER AND THE OPERATION BRIDGE AT OR NEAR STATION 445+11 MENTIONED IN SAID WARRANTY DEED; AND (2) TO CROSS THE LAND DESCRIBED AND CONVEYED IN SAID WARRANTY DEED, ALL OF WHICH ARE LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH,

RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.  
(PARCEL NO. 00-0002-6417)

THE SOUTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER  
OF THE SOUTHWEST QUARTER OF SECTION 28.  
(PARCEL NO. 00-0002-6623)

ALL OF SECTION 33  
(PARCEL NO. 00-0002-6680)

ALL OF THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 34,  
EXCEPTING THEREFROM LAND CONVEYED TO WEBER BASIN WATER  
CONSERVANCY DISTRICT PROPERTY SERIAL NUMBER 01-005-071-NA, AS  
RECORDED IN BOOK R OF DEEDS PAGES 119 THROUGH 122 DESCRIBED AS  
FOLLOWS: A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST  
QUARTER (NE1/4NW1/4) OF SECTION THIRTY-FOUR (34) TOWNSHIP FIVE (5) NORTH,  
RANGE ONE (1) EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH  
LINE OF THE VENDOR'S PROPERTY, ALSO BEING A POINT ON THE NORTH LINE OF  
SAID SECTION 34, FROM WHICH POINT THE NORTH QUARTER CORNER OF SAID  
SECTION 34 BEARS NORTH 88°48' EAST FOUR HUNDRED SEVENTEEN AND FOUR-  
TENTHS (417.4) FEET, AND RUNNING THENCE SOUTH 49°16' WEST TWO HUNDRED  
EIGHTY-THREE AND SEVEN TENTHS (283.7) FEET; THENCE NORTH 53°51' WEST TWO  
HUNDRED NINETY-SEVEN AND FIVE-TENTHS (297.5) FEET TO THE NORTH LINE OF  
SAID SECTION 34; THENCE NORTH 88°48' EAST ALONG THE NORTH LINE OF SAID  
SECTION 34, FOUR HUNDRED FIFTY-FIVE AND THREE-TENTHS (455.3) FEET TO THE  
POINT OF BEGINNING.  
(PARCEL NO. 00-002-6722)

ALL OF SECTION 35, EXCEPTING THAT PORTION THEREOF CONDEMNED FOR  
GATEWAY CANAL IN BOOK R OF DEEDS, PAGES 119 THROUGH 122. ALSO LESS  
PROPERTY 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, AND  
SUBJECT TO EASEMENT TO USA RECORDED IN BOOK MISC 4, PAGE 512.  
(PARCEL NOS. 00-0089-8784, 00-0089-8865)

**EXHIBIT B**

Legal Description of the Grantee Property

MAS FAMILY PROPERTY

A PART OF THE SOUTHWEST QUARTER OF SECTION 26, AND THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN BEGINNING AT A POINT WHICH IS NORTH 0°18' EAST 1324 FEET ALONG THE SECTION LINE AND SOUTH 89°55' WEST 557.70 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 27, SAID POINT IS ALSO GIVEN AS 126.2 RODS EAST AND 80 RODS SOUTH FROM THE CENTER OF SAID SEC 27, RUNNING NORTH 89°55' EAST 1306.8 FEET; THENCE NORTH 5°30' WEST 453.34 FEET TO THE SOUTH LINE OF THE UTAH PACIFIC RAILROAD RIGHT OF WAY, THENCE NORTH 83°33' WEST 1268.26 FEET ALONG SAID SOUTHERN LINE; THENCE SOUTH 0°18' WEST 595.63 FEET TO THE POINT OF BEGINNING.

(PARCEL NO. 00-0002-6052)

**EXHIBIT C**

Legal Description of the Grantee Well

**Saunders Well**

A well located in the southwest quarter of Section 26, Township 5 North, Range 1 East, Salt Lake Base and Meridian, said well also being approximately South 89°27'08" East 1259.08 feet and North 00°32'52" East 1278.29 feet from the Southwest Corner of said Section 26.

(Portion of Parcel No. 00-0002-6227)

Exhibit C-1



**EXHIBIT D**

**Legal Description of the Grantor Wells**

**Well "A"**

A well located in the southeast quarter of Section 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian, said well also being approximately North 89°49'08" West 1449.32 feet and North 00°10'52" East 1405.04 feet from the Southeast Corner of said Section 27.

(Portion of Parcel No. 00-0002-6292)

**Well "A2"**

A well located in the southeast quarter of Section 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian, said well also being approximately North 89°49'08" West 1612.32 feet and North 00°10'52" East 1440.56 feet from the Southeast Corner of said Section 27.

(Portion of Parcel No. 00-0002-6292)

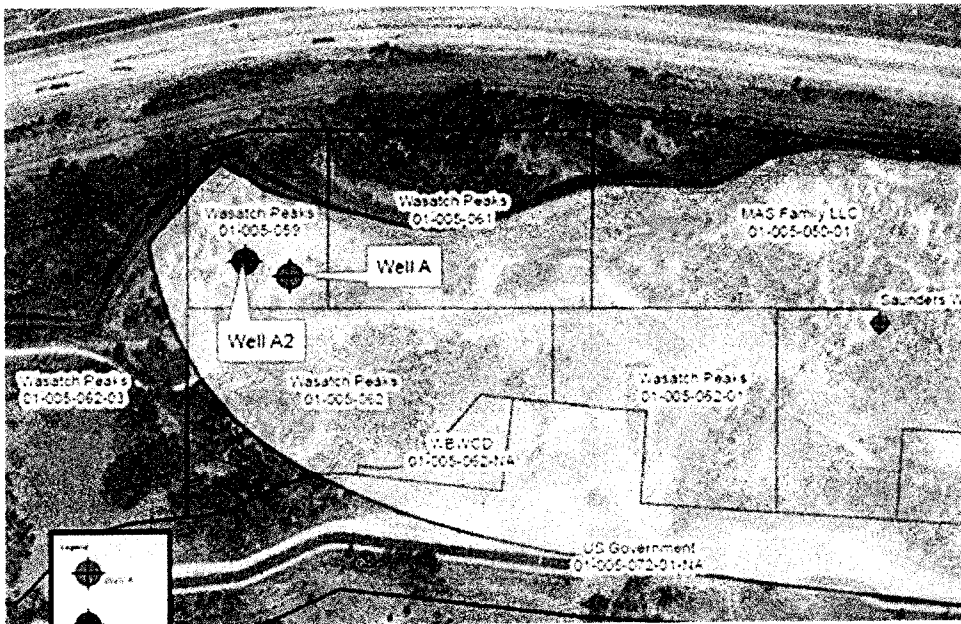


Exhibit D-1