

and said persons did say that said instrument was signed in behalf of said Corporation by authority of its by-laws, and said W. H. WOOLF and F. S. BALDWIN acknowledged to me that said Corporation executed the same.

My commission will expire:

August 6, 1942



E. D. Wilson

Notary Public in and for
Alameda County, California

Residing at Oakland, California

Abstracted 4/255

Recorded April 10th, 1941 at 9:15 A. M.

15-414

Alice Hess County Recorder

No. 76712
PMM 2385
EH
Form 656 Rev. 10-39

SPECIAL WARRANTY DEED

THE FEDERAL LAND BANK OF BERKELEY, a corporation, Grantor, with a principal place of business in the City of Berkeley, State of California, hereby CONVEYS and WARRANTS to JOSEPH M. MARSTON, Grantee, of Salt Lake City, Utah, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the following described land in Davis County, State of Utah:

PARCEL 1: The North half of the Northeast quarter of Section 14, Township 4 North, Range 1 West, of the Salt Lake Base and Meridian, containing 80 acres, more or less.

PARCEL 2: Beginning in the center of the Middle Fork of Kays Creek at a point where the East line of the Northwest quarter of said Section 14 intersects and crosses said Creek said point of intersection is 4.50 chains South from the Northeast corner of said quarter section; running thence down the center of the channel of said Creek or stream to the point of its union or junction with the South Fork of Kays Creek; thence up the center of the channel of the said South Fork of Kays Creek to the aforesaid East line of the Northwest quarter of said Section 14; thence North on said line 22.1 chains to the center of the channel of said Middle Fork of Kays Creek, the point of beginning; being a part of the Northwest quarter of said Section 14, and containing 51.04 acres, more or less.

EXCEPTING THEREFROM a right of way for highway known as F. A. Project No. 212-A across the land in the Northeast quarter of the Northeast quarter of Section 14, Township 4 North, Range 1 West, Salt Lake Meridian. Said right of way is a parcel of land bounded on the east side by the east line of said Section 14 and bounded on the westerly side by a line parallel to and 70 feet distant westerly from the center line of survey of said project. Said center line is described as follows:

Beginning at the intersection of the south line produced of said Northeast quarter of Northeast quarter of Section 14 and said center line of survey at Engineer's Station 286+73, which point is 1316 feet south and 31 feet east from the Northeast corner of said Section 14; thence North 1°29' East, 722 feet to Engineer's Station 294+00, which point is 595 feet south and 50 feet east, from the said Northeast corner of Section 14, as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described parcel of land contains 0.14 of an acre.

Grantor makes no representations or warranties as to what buildings are located on above described land.

TOGETHER with 13 shares of stock in Kays Creek Irrigation Company.

Reserving and excepting unto the Grantor, its successors or assigns forever, an undivided one-half interest in and to all oil, gas, petroleum, naphtha, other hydrocarbon substances, and minerals of whatsoever kind and nature in upon or beneath the property hereinabove described, together with the right of entry and all other rights, including all rights of way and easements, which may be necessary for the development, production and removal of all such substances and minerals and the full enjoyment of the Grantor's interest herein reserved. The respective parties may conduct said operations jointly and severally, and each shall be entitled to one-half of the net income resulting from such joint and several commercial operations after all obligations incurred by either party in connection therewith have first been paid from the gross income, whereupon, each party shall have an undivided one-half interest in and to all physically removable capital investments and an equal right to the use and benefit of all other capital investments. Until each party is reimbursed, their respective legal interests in and to physically removable capital investments shall be in ratio to the amount expended therefor by each party.

SUBJECT to easements and rights of way now existing or reserved.

GRANTOR warrants title to above property only against all acts of itself.

TO HAVE AND TO HOLD to said Grantee, his heirs or assigns.

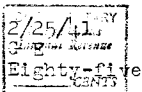
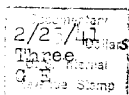
IN WITNESS WHEREOF, THE FEDERAL LAND BANK OF BERKELEY has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its proper officers thereunder duly authorized February 18, 1941.



THE FEDERAL LAND BANK OF BERKELEY

By Wm. H. Woolf
Assistant Vice-President

By F S Baldwin
Assistant Secretary



STATE OF CALIFORNIA |
 | ss.
County of Alameda |

On the 3rd day of March, 1941, personally appeared before me WM. H. WOOLF, who being by me duly sworn, did say that he is the Assistant Vice-President of THE FEDERAL LAND BANK OF BERKELEY, and on said date personally appeared before me F. S. BALDWIN who, being by me duly sworn, did say that he is the Assistant Secretary of said Bank, and said persons did say that said instrument was signed in behalf of said Corporation by authority of its by-laws, and said WM. H. WOOLF and F. S. BALDWIN acknowledged to me that said Corporation executed the same.

My commission will expire:
August 6, 1942



E. D. Wilson
Notary Public in and for Alameda County, California
Residing at Oakland, California

Recorded April 10th, 1941 at 9:25 A. M.

Abstracted 4/27

E. D. Wilson County Recorder