

Ent 810974 Bk 748 Pg 620
Date: 10 JUN 2011 3:49:09PM
Fee: \$458.00 Charge
Filed By: CW
VIKKI BARNETT, Recorder
CARBON COUNTY CORPORATION
For: PROFESSIONAL TITLE SERVICES

Tax
Lot

16525
Recorded at the
request of
PROFESSIONAL TITLE
SERVICES

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

After recording, return to:

Thompson & Knight LLP
One Arts Plaza
1722 Routh Street, Suite 1500
Dallas, TX 75201
Attention: Sean Hawkins

Tax Parcel ID Nos. See Exhibit A.

RIGHT OF FIRST REFUSAL AGREEMENT

STATE OF UTAH §
 § KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF CARBON §

This Right of First Refusal Agreement (this "**Agreement**") is executed to be effective as of _____, 2011 ("**Effective Date**") by and between LEVADA EF FIVE, LLC, a Delaware limited liability company (collectively, "**Levada**") and PRESTON NUTTER RANGE CREEK HOLDINGS, LLC, a Delaware limited liability company ("**HCI**").

RECITALS

A. Levada owned approximately 20,596 acres of land in Carbon County, Utah (the "**Entire Property**").

B. Levada, as seller, and HCI, as purchaser, on this date have closed the purchase and sale of 6,880 acres of land in Carbon County, Utah (the "**Original Property**"), which is a portion of the Entire Property, under that certain Purchase and Sale Agreement dated of even date herewith (the "**Original PSA**").

C. Levada, as purchaser, and HCI, as seller, have entered into an Option Agreement (the "**Option Agreement**") dated of even date herewith whereby HCI granted to Levada the option to reacquire a 3,000 acre tract of land in Carbon County, Utah, which is a portion of the Entire Property and a portion of the Original Property.

D. Levada desires to provide to HCI a right of first refusal to purchase the land described on Exhibit A attached hereto (the "**ROFR Property**"), which ROFR Property is the remainder of the Entire Property which was not purchased from Levada under the Original PSA and includes any portion of the Original Property which is reacquired by Levada under the Option Agreement, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises, and in full consideration of the mutual covenants and obligations set forth herein, Levada and HCI agree as follows:

1. **Grant of ROFR.**

(a) Commencing on the Effective Date and continuing until the expiration of the ROFR Term, Levada does hereby grant to HCI the ongoing exclusive right of first refusal to purchase (the "**ROFR**") all or that portion of the ROFR Property which is subject to a Transfer Notice (as defined in Section 1(b) below). The ROFR Property to which the ROFR applies expressly includes the surface and/or mineral estates of the ROFR Property.

(b) If Levada shall, at any time during the ROFR Term, desire to sell, assign or otherwise transfer (other than a mineral lease which is not structured to circumvent the ROFR) all or any portion of the ROFR Property, Levada shall give written notice (the "**Transfer Notice**") to HCI which must include (i) a copy of any applicable term sheet, (ii) the proposed transferee, (iii) the proposed transfer consideration (the "**Transfer Consideration**"), (iv) a description of the applicable property in reasonable detail, (v) a process for review of title materials and determination of a list of permitted exceptions, if applicable, and (vi) an allocation of closing costs.

(c) HCI shall have 20 calendar days from the date of the Transfer Notice (the "**Response Date**") to provide written notice ("**Exercise Notice**") to Levada setting forth HCI's election to either (i) accept the transfer of the ROFR Property upon the terms set forth in the Transfer Notice (including any inspection period) or (ii) decline the transfer of such ROFR Property. If the Transfer Notice includes property which is not a portion of the ROFR Property, such fact will not affect the ROFR and HCI will still have the right

to accept a transfer that portion of the ROFR Property set forth in the Transfer Notice with a reasonable allocation of economic and other terms as applicable to the portion of the ROFR Property being transferred.

(d) If HCI (i) fails to respond to the Transfer Notice by the Response Date, or (ii) notifies Levada that it does not wish to purchase such Property, then Levada may enter into and consummate any contract for the transfer of the ROFR Property with any party upon economic terms equal to or greater than, and on non-economic terms that are not materially less favorable to Levada than, set forth in the Transfer Notice at any time for a period not exceeding 180 days after the Transfer Notice was given to HCI (a "**Qualified Contract**"). Before Levada enters into a contract (or amends a Qualified Contract) in each case, within the ROFR Term, to provide for economic terms less than, or other terms materially less favorable to Levada than, as set forth in the original Transfer Notice, then Levada shall be obligated to provide HCI with a further written notice ("**Supplemental Notice**") setting forth such changed terms. HCI shall have 15 calendar days from the date of Supplemental Notice to elect by notice given to Levada to accept a transfer of the ROFR Property at the changed terms stated in the Supplemental Notice and on the other terms and conditions stated in the Transfer Notice.

(e) If a portion of the ROFR Property is transferred to a bona fide unaffiliated third party as provided above, the ROFR will terminate as to that specific portion of the ROFR Property that was transferred (unless and until Levada reacquires the portion of the Property so transferred).

(f) If the portion of the ROFR Property transferred to a third party as provided above does not constitute all of the ROFR Property, then HCI's rights under this Agreement shall continue in full force and effect with respect to the remaining ROFR Property (the "**Remaining ROFR Property**") until the expiration of the ROFR Term and the process and provisions of this Agreement regarding the ROFR must again be followed and satisfied prior to any transfer of the Remaining ROFR Property.

(g) The term of the ROFR shall commence as of the date of this Agreement and shall end at 12:01 AM CST on the date which is 99 years following the Effective Date (the "**ROFR Term**"); provided, however, if and to the extent that the ROFR would otherwise be unlawful or void for violation of (i) the rule against perpetuities or (ii) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such agreements may be valid, then the provisions concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive the class of persons consisting of all of the lawful descendants of former U.S. President George Herbert Walker Bush, living on the date hereof.

(h) The parties intend that this Agreement apply to (i) indirect transfers of a controlling interest in the ROFR Property (e.g. a transfer of controlling ownership interests of Levada), or (ii) long term leases (e.g., leases greater than 10 years, including renewal options) of all or a portion of the Property, if the intent or effect of either such transaction is to transfer control of the ROFR Property to avoid application of the ROFR.

(i) In consideration of the Levada's grant of the ROFR, HCI shall on the date of this Agreement deliver to Levada an option payment in the amount of \$100.00. Such option payment shall be non-refundable and shall not be applied as a reduction of, or as credit to, the payment of the Transfer Consideration.

2. Closing of ROFR Exercise. If HCI provides Levada with written notice of its exercise of the ROFR, as provided for above, Levada and HCI shall close the sale and purchase (or other applicable transfer) of the ROFR Property, which closing (the "**Closing**") shall occur on or before the date ("**Closing Date**") which is the later of (a) the proposed closing date set forth in the Transfer Notice, or (b) thirty (30) days following the exercise of the ROFR, as provided for above, and at the time of the Closing the following shall occur:

(a) At the Closing, the Levada and HCI shall deliver a special warranty deed in the form attached as Exhibit "B" to the Original PSA (with appropriate modifications for the parties, the effective date, the property description and the permitted exceptions) pursuant to which the Levada shall convey the ROFR Property to HCI, free and clear of any and all liens, encumbrances and other title exceptions, except the permitted exceptions determined in accordance with the process set forth in the Transfer Notice.

(b) HCI shall deliver to Levada the Transfer Consideration for the ROFR Property by wire transfer of immediately available funds (in U.S. dollars) to an account designated by Levada (or to a title company that is conducting the Closing). Levada and HCI agree that all closing costs, income and expenses pertaining to the Option Land, shall be prorated between the Levada and HCI in the manner set forth in the Transfer Notice.

(c) At Closing, possession of the ROFR Property shall be delivered to HCI, subject to the Permitted Exceptions.

(d) At Closing, Levada shall deliver to HCI such documentary and other evidence evidencing the status and capacity of Levada and the authority of the person executing the various documents on behalf of Levada in connection with this Agreement.

(e) At Closing, Levada shall deliver to HCI a non foreign certificate under Section 1445 of the Internal Revenue Code, as amended, and applicable regulations.

(f) HCI and Levada shall execute and deliver such other reasonable and customary documents as requested by the other party to facilitate the Closing of the purchase and sale of the ROFR Property.

3. Notices. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States mail, postage prepaid, registered or certified mail, or (d) facsimile, addressed as follows:

To Levada: c/o Argos Investment Partners, LLC
712 Fifth Avenue, 45th Floor
New York, New York 10019
Attn: Adrian W. Zajac
Phone: 212.991.2005
Fax: 212.658.9346

With a copy to: Reed Smith LLP
599 Lexington Avenue, 23rd Floor
New York, New York 10022
Attn: Thomas G. Maira, Esq.
Phone: 212.205.6110
Fax: 212.521.5450

To HCI: 1900 North Akard Street
Dallas, Texas 75201-2300
Attn: David Hernandez and Ben Nelson
Phone: 214.978.8542
Fax: 214.855.6965

With copy to: Thompson & Knight LLP
One Arts Plaza
1722 Routh Street, Suite 1500
Dallas, Texas 75201-6533
Attn: David Wheat
T&K File No. 038519.000023
Phone: 214.969.1700
Fax: 214.969.1780

or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile, upon receipt.

4. Default By Levada. If Levada shall fail to fulfill its obligations hereunder, for any reason, except due to HCI's default under this Agreement or termination of the ROFR in accordance with the terms of this Agreement, HCI shall have the right, as HCI's sole and exclusive remedy, to bring a suit to enforce specific performance of the terms of the Levada's obligations under this Agreement.

5. Default By HCI. If HCI properly delivers written notice of its exercise of the ROFR and HCI fails to close the purchase of the ROFR Property on or before the Closing Date as set forth above, then this Agreement and the ROFR shall be automatically terminated, as Levada's sole remedy hereunder, and the Levada and HCI shall have no further obligations to each other under this Agreement.

6. Commissions. Each party hereto represents to the other that it has not authorized any broker or finder to act on its behalf in connection with the sale and purchase hereunder and that it has not dealt with any broker or finder purporting to act on behalf of any other party. Each party hereto agrees to indemnify and hold harmless the other party from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such party or on its behalf with any broker or finder in connection with this Agreement or the transaction contemplated hereby. Notwithstanding anything to the contrary contained herein, this paragraph shall survive the Closing or any earlier termination of this Agreement.

7. AS-IS. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND SUBJECT TO THE TERMS OF THE TRANSFER NOTICE AND THIS SECTION, IT IS UNDERSTOOD AND AGREED THAT THE ROFR PROPERTY IS BEING CONVEYED AT CLOSING "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THE DEED FROM SELLER TO HCI, SELLER HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE ROFR PROPERTY, ITS CONDITION (INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY REGARDING QUALITY OF CONSTRUCTION, COMPLIANCE WITH LAWS, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE), INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR ITS OBLIGATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE ROFR PROPERTY.

IN CONNECTION WITH THE PURCHASE AND SALE OF THE ROFR PROPERTY, SELLER IS DEEMED TO MAKE THE SAME REPRESENTATIONS AND WARRANTIES CONCERNING THE SALE AND THE PORTION OF THE ROFR PROPERTY BEING SOLD AS SELLER MADE IN SUBSECTIONS 5 (A)-(K) OF THE ORIGINAL PSA (UNLESS MORE EXPANSIVE REPRESENTATIONS OR WARRANTIES ARE INCLUDED WITHIN THE TRANSFER NOTICE IN WHICH CASE SUCH MORE EXPANSIVE REPRESENTATIONS AND WARRANTIES WILL BE INCLUDED), PROVIDED HOWEVER, SELLER MAY QUALIFY SUCH REPRESENTATIONS AND WARRANTIES IN A WRITTEN NOTICE TO HCI AND HCI'S ONLY REMEDY FOR SUCH QUALIFIED REPRESENTATION OR WARRANTY IS TO PROCEED WITH THE PURCHASE OR TERMINATE THE PURCHASE BY WRITTEN NOTICE TO SELLER.

THIS SECTION WILL SURVIVE THE CLOSING AND NOT BE MERGED INTO SUCH DEED.

8. Miscellaneous.

(a) Attorneys' Fees and Legal Expenses. Should either party hereto institute any action or proceeding in court to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Agreement or for any other judicial

remedy, the prevailing party shall be entitled to receive from the losing party all reasonable attorneys' fees and all court costs in connection with said proceeding.

(b) Assignment. HCI shall have the right to assign its interest in this Agreement without the prior written consent of Levada upon HCI's prior written notice to Levada; provided however, the assignee must assume all of the obligations of HCI to Levada, including without limitation, the obligations set forth herein. The ROFR may be sold or transferred separately from HCI's ownership of the Original Property.

(c) Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

(d) Complete Agreement. This Agreement embodies the complete agreement between the parties hereto and cannot be varied or terminated except by the written agreement of the parties.

(e) Applicability. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(f) Time and Dates. Time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof. If the final date of any period which is set out in this Agreement falls upon a Saturday, Sunday or legal holiday on which banks in Dallas, Texas are authorized to be closed for business, then, and in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday. For purposes hereof, all time calculations will be measured using the clock at <http://wwp.greenwichmeantime.com/time-zone/usa/central-time/>.

(g) Gender and Number. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural and words in the plural number shall be held and construed to include the singular, unless the context otherwise requires.

(h) Severability. A determination that any provision of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision hereof and any determination that the application of any provision of this Agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

(i) Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

(j) Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any

other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

(k) Entire Agreement. This Agreement (including all Exhibits attached hereto) constitutes the entire contract between the parties hereto with respect to the subject matter hereof and may not be modified except by an instrument in writing signed by the party to be charged.

(l) Construction. This Agreement has been jointly prepared by Levada and HCI and it should not be interpreted in favor of or against either HCI or Levada.

(m) Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Utah.

[end of text]

HCI:

PRESTON NUTTER RANGE CREEK HOLDINGS, LLC, a Delaware limited liability company

By: [Signature]
Name: Tom Meurer
Title: President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 8th day of June 2011 by Tom Meurer, President of Preston Nutter Range Creek Holdings, LLC, a Delaware limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public in and for
The State of Texas

Printed Name: Renee Sharpe
My Commission Expires: 8-7-14

EXHIBIT A TO RIGHT OF FIRST REFUSAL AGREEMENT

Legal Description of ROFR Property (which will include the Option Land)

RANGE CREEK HOLDINGS, LLC¹

<u>Parcel</u>	<u>Tax ID No(s).</u>
<u>Township 15 South, Range 14 East, SLM</u>	
Section 1: S $\frac{1}{2}$ N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$	2A-1824
Section 2: S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$	2A-1826
Section 8: SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$	2A-1835-1
Section 9: All	2A-1836
Section 10: All	2A-1837
Section 11: All	2A-1839
Section 12: Lot 4 (NW $\frac{1}{4}$ NW $\frac{1}{4}$), S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$	2A-1841
Section 13: N $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$	2A-1842
Section 14: N $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{4}$	2A-1843
Section 15: W $\frac{1}{2}$, N $\frac{1}{2}$ NE $\frac{1}{4}$	2A-1845-1
Section 16: All except 10.33 acre parcel in SW $\frac{1}{4}$ SW $\frac{1}{4}$	2A-1846
Section 17: E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$	2A-1848
Section 23: NE $\frac{1}{4}$ NE $\frac{1}{4}$	2A-1856
Section 24: NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$	2A-1858
Section 32: E $\frac{1}{2}$ E $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	2A-1856
<u>Township 15 South, Range 15 East, SLM</u>	
Section 6: S $\frac{1}{2}$ NW $\frac{1}{2}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	2A-1875
Section 7: E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	2A-1876
Section 8: SW $\frac{1}{4}$ SW $\frac{1}{4}$	2A-1878
Section 17: W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$	2A-1891
Section 18: Lot 1 (NW $\frac{1}{4}$ NW $\frac{1}{4}$), Lots 3 & 4 (W $\frac{1}{2}$ SW $\frac{1}{4}$), NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$	2A-1894; 2A-1894-1
Section 20: E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$	2A-1898
Section 29: E $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$	2A-1907

¹ Lands conveyed to Range Creek Holdings, LLC by S. C. of Okaloosa Corporation by Special Warranty Deed dated July 22, 2005, recorded July 29, 2005 as Entry No. 112632 at Book 597, page 313.

UTAH REVERSE EXCHANGE, LLC²

<u>Parcel</u>	<u>Tax ID No(s).</u>
<u>Township 14 South, Range 14 East, SLM</u>	
Section 8: SE ¹ / ₄ SE ¹ / ₄	2A-1364
Section 9: W ¹ / ₂ , W ¹ / ₂ E ¹ / ₂ , E ¹ / ₂ SE ¹ / ₄ , SE ¹ / ₄ NE ¹ / ₄	2A-1365
Section 17: NE ¹ / ₄ , SE ¹ / ₄ NW ¹ / ₄ , S ¹ / ₂ SE ¹ / ₄ , E ¹ / ₂ SW ¹ / ₄	2A-1367-3
Section 20: All east of Whitmore Canyon road	2A-1370-1
Section 21: All	2A-1371
Section 22: All	2A-1372
Section 23: All	2A-1371
Section 24: All but NW ¹ / ₄ NE ¹ / ₄ and NW ¹ / ₄ SE ¹ / ₄	2A-1374
Section 25: All but NW ¹ / ₄ NW ¹ / ₄	2A-1375
Section 26: All	2A-1376
Section 27: All	2A-1377
Section 28: All	2A-1378
Section 29: All east of Whitmore Canyon road less Sunnyside rodeo grounds	2A-1379-1
Section 31: Lot 4 (SW ¹ / ₄ SW ¹ / ₄) less Ridgeway Subdivision, SE ¹ / ₄ , SE ¹ / ₄ SW ¹ / ₄	2A-1381-1
Section 32: All except parcels in SW ¹ / ₄ previously conveyed to Sunnyside City and area west of road in NW ¹ / ₄ and N ¹ / ₂ SW ¹ / ₄ ; also excluding the S ¹ / ₂ NW ¹ / ₄ SW ¹ / ₄ NE ¹ / ₄ , SW ¹ / ₄ SW ¹ / ₄ NE ¹ / ₄ , W ¹ / ₂ NE ¹ / ₄ NW ¹ / ₄ SE ¹ / ₄ , W ¹ / ₂ NW ¹ / ₄ SE ¹ / ₄ , W ¹ / ₂ NW ¹ / ₄ SW ¹ / ₄ SE ¹ / ₄ , S ¹ / ₂ SE ¹ / ₄ NE ¹ / ₄ SW ¹ / ₄ SE ¹ / ₄ SW ¹ / ₄ and E ¹ / ₂ SE ¹ / ₄ SW ¹ / ₄ SW ¹ / ₄	2A-1383-3
Section 33: All except the S ¹ / ₂ SW ¹ / ₄ SW ¹ / ₄	2A-1384-1
Section 34: All	2A-1385
Section 35: All	2A-1386
Section 36: All	2A-1387
<u>Township 14 South, Range 15 East, SLM</u>	
Section 19: Lots 3 & 4 (W ¹ / ₂ SW ¹ / ₄), SE ¹ / ₄ SW ¹ / ₄	2A-1408
Section 30: W ¹ / ₂	2A-1420
Section 31: NW ¹ / ₄ , NW ¹ / ₄ SW ¹ / ₄	2A-1421

² Lands conveyed to Utah Reverse Exchange, LLC by S. C. of Okaloosa Corporation by Special Warranty Deed dated July 22, 2005, recorded July 29, 2005 as Entry No. 112631 at Book 597, page 286.

Township 15 South, Range 13 East, SLM

Section 1:	Lot 3 (NE $\frac{1}{4}$ NW $\frac{1}{4}$), Lot 1 (NE $\frac{1}{4}$ NE $\frac{1}{4}$) less Ridgeway Subdivision, SW $\frac{1}{4}$ NE $\frac{1}{4}$ less m&b parcel, SE $\frac{1}{4}$ NW $\frac{1}{4}$, 0.18-acre m&b parcel in NE $\frac{1}{4}$ SE $\frac{1}{4}$	1B-500
Section 2:	NE $\frac{1}{4}$	1B-501-1
Section 3:	E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$	2A-1777-1

Township 15 South, Range 14 East, SLM

Section 1:	Lots 1, 2, 3 & 4 (N $\frac{1}{2}$ N $\frac{1}{2}$)	2A-1824-1
Section 2:	Lots 1, 2, 3 & 4 (N $\frac{1}{2}$ N $\frac{1}{2}$)	2A-1826-1
Section 3:	All	2A-1827
Section 4:	All except the N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ and S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$	2A-1829-1
Section 5:	All except portions within Sunnyside No. 1 Plat, State Highway 123 and the D&RGW Railroad right-of way; also excluding NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ and S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$	2A-1830-1
Section 6:	N $\frac{1}{2}$ lying north of State Highway 123 less numerous parcels	1B-502
Section 8:	Lots 1-4 (N $\frac{1}{2}$ N $\frac{1}{2}$) except N $\frac{1}{2}$ of Lot 1 (N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$)	2A-1835-2

Township 15 South, Range 15 East, SLM

Section 6:	N $\frac{1}{2}$ NW $\frac{1}{4}$	2A-1875-1
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Note: The deed actually conveys the "N/4 of the West One-Half" of Section 6, which is not a conventional description, but would coincide with the N $\frac{1}{2}$ NW $\frac{1}{4}$. The balance of the W $\frac{1}{2}$ of the section was conveyed to Range Creek Holdings, LLC using a similar description.

WATER CANYON HOLDINGS, LLC³

Parcel

Tax ID No(s).

Township 15 South, Range 14 East, SLM

Section 7: S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$; and all of that portion of S $\frac{1}{2}$ of Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$), Lots 3 & 4 (W $\frac{1}{2}$ SW $\frac{1}{4}$) and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying east of railroad right-of-way

1C-963-2

EACH AS MORE PARTICULARLY DESCRIBED

AS FOLLOWS ON FOLLOWING PAGES

³ Lands conveyed to Water Canyon Holdings, LLC by S. C. of Okaloosa Corporation by Special Warranty Deed dated July 22, 2005, recorded July 29, 2005 as Entry No. 112633 at Book 597, page 336.

"KAISER LANDS"

Township 14 South, Range 14 East, Salt Lake Base and Meridian.

Section 8: SE1/4 SE1/4, EXCEPTING therefrom all coal and other minerals.

Section 9: W1/2, W1/2 E1/2, E1/2 SE1/4, SE1/4 NE1/4, EXCEPTING therefrom all coal and other minerals.

Section 17: NE1/4, SE1/4 NW1/4, S1/2 SE1/4, E1/2 SW1/4.

Section 20: ALL, LESS the following, located West of the Whitmore Canyon Road:

DESCRIPTION OF PROPERTY WEST OF ROAD IN SECTION 20

BEGINNING at a point on the North line of the Northwest Quarter of Section 20, Township 14 South, Range 14 East, Salt Lake Base and Meridian, which point is located North 89°35'27" East 1139.63 feet from the Northwest Corner of said Section 20, said point of beginning is the center line of an existing county road, thence along the following courses and distances following the center line of the existing county road, thence South 0°06'25" West 27.92 feet; thence South 8°35'21" West 435.09 feet; thence South 11°47'33" West 339.97 feet; thence South 7°11'17" West 107.76 feet; thence South 14°07'33" East 52.92 feet; thence South 30°40'45" East 51.62 feet; thence South 39°41'04" East 116.94 feet; thence South 42°24'14" East 118.54 feet; thence South 57°09'51" East 73.91 feet; thence South 64°12'04" East 144.94 feet; thence South 57°52'21" East 285.97 feet; thence South 63°59'34" East 314.49 feet; thence South 63°11'37" East 252.20 feet; thence South 58°33'48" East 109.37 feet; thence South 54°24'42" East 285.18 feet; thence South 55°35'18" East 105.21 feet; thence South 44°25'04" East 66.93 feet; thence South 32°01'37" East 56.07 feet; thence South 16°11'20" East 182.96 feet; thence South 14°37'10" East 1444.71 feet; thence South 14°38'13" East 730.51 feet; thence South 2°53'48" East 138.25 feet; thence South 7°06'01" West 101.71 feet; thence South 9°14'35" West 106.36 feet; thence South 11°14'33" West 189.66 feet; thence South 12°49'57" West 149.55 feet; thence South 9°02'55" East 51.27 feet; thence South 18°55'16" East 53.99 feet; thence South 31°22'46" East 117.78 feet; thence South 41°33'26" East 178.99 feet to the South line of said Section 20; thence North 88°14'57" West 623.15 feet to the South Quarter Corner of said Section 20; thence North 89°04'21" West 2645.18 feet to the Southwest Corner of said Section 20; thence North 0°40'17" West 2639.28 feet to the West Quarter Corner of said Section 20; thence North 01°40'16" West 2639.28 feet to the Northwest Corner of said Section 20; thence North 89°35'27" East 1139.63 feet along the Section line to the point of beginning.

Section 21: E1/2, EXCEPTING therefrom all coal.
West 1/2.

Section 22: ALL, EXCEPTING therefrom all coal.

Section 23: W1/2; SE1/4; SW1/4-NE1/4, EXCEPTING therefrom all Coal.

N1/2-NE1/4; SE1/4-NE1/4.

Section 24: E1/2 NE1/4, EXCEPTING therefrom all coal, petroleum gas; nitrogen and phosphate.
SW1/4 NW1/4; E1/2 SE1/4, EXCEPTING therefrom all coal.

NW1/4 NW1/4; E1/2 NW1/4; SW1/4 NE1/4; W1/2 SE1/4; E1/2 SW1/4;
SW1/4 SW1/4.

Section 25: W1/2 NE1/4; NE1/4 NW1/4; S1/2 NW1/4; W1/2 SE1/4; SW1/4, EXCEPTING therefrom all coal.

E1/2 NE1/4; E1/2 SE1/4.

Section 26: ALL, EXCEPTING therefrom all coal.

Section 27: ALL, EXCEPTING therefrom all coal.

Section 28: ALL.

Section 29: ALL, LESS the following located West of the Whitmore Canyon Road:

Description of Property West of Road in Section 29:

BEGINNING at the Northwest Corner of Section 29, Township 14 South, Range 14 East, Salt Lake Base and Meridian, and running thence South 89°04'21" East 2645.18 feet to the North one Quarter of said Section 29, thence South 88°14'57" East 623.15 feet along the Section line to the center of the existing county road, thence along the following courses and distances following the center line of the existing county road, thence South 41°33'26" East 254.12 feet; thence South 38°55'10" East 68.72 feet; thence South 26°10'8" East 151.47 feet; thence South 14°14'47" East 249.34 feet; thence South 7°32'05" East 581.26 feet; thence South 2°30'44" East 258.27 feet; thence South 4°35'17" West 263.48 feet; thence South 0°10'14" East 170.40 feet; thence South 4°47'10" East 162.47 feet; thence South 6°55'27" East 255.08 feet; thence South 5°14'09" East 137.35 feet; thence South 2°40'19" West 70.68 feet; thence South 6°25'50" West 70.12 feet; thence South 14°26'12" West 342.34 feet; thence South 16°33'29" West 687.33 feet; thence South 17°31'48" West 553.78 feet; thence South 13°25'41" West 139.24 feet; thence South 6°01'00" West 161.56 feet; thence South 4°00'51" West 449.93 feet; thence South 6°37'18" West 339.09 feet to the South line of said Section 29; thence South 89°34'26" West 3089.75 feet along the Section line to the Southwest Corner of said Section 29; thence North 0°49'50" West 1318.63 feet along the Section line to the Northwest Corner of the Southwest Quarter of the Southwest Quarter of said section 29; thence North 0°0'34" West 1319.01 feet to the West Quarter Corner of said section 29; thence North 0°31'49" West 2627.48 feet along the Section line to the point of beginning.

ALSO, LESS the following from said Section 29:

DESCRIPTION FOR RODEO GROUNDS AT SUNNYSIDE:

A parcel of land located in Carbon County, State of Utah, which is in the Southeast Quarter of Section 29, Township 14 South, Range 14 East, Salt Lake Base and Meridian, being further described as follows, with a bearing of North 0°50'12" West between the Southwest Corner and the West Quarter Corner of said Section 29 used as the basis of bearing:

BEGINNING at a point which is located North 0°50'12" West 908.51 feet along the Section line and North 89°09'48" East 3,230.59 feet from the Southwest Corner of Section 29, Township 14 South, Range 14 East, Salt Lake Base and Meridian, said point of beginning is a rebar in a projecting ledge approximately 40 feet East of the center line of an existing County Road; and running thence North 15°39'05" East 1,407.46 feet along the Easterly side of a County Road to a 5/8 inch rebar approximately 1.0 foot South of a telephone pole; thence South 74°29'40" East 154.06 feet to a rebar; thence South 0°05'44" West 904.31 feet to a rebar in a projecting ledge; thence North 89°49'49" East 512.73 feet to an existing fence line at the base of an existing ledge line; thence South 6°08'32" West 392.64 feet to a rebar; thence South 88°47'58" West 997.60 feet to the point of beginning.

Section 31: Lot 4, LESS the portion thereof within Ridgeway Subdivision: SE1/4, SE1/4 SW1/4.

Section 32: ALL, LESS that portion of land conveyed to Sunnyside City described as follows: BEGINNING at a point 1114.51 feet North and 1629.87 feet East of the Southwest Corner of Section 32, Township 14 South, Range 14 East, Salt Lake Base and Meridian, said point also being on the North right-of-way line of the State Highway 123; and running thence North 17°58'31" East 117.11 feet; thence North 77° East 59.73 feet; thence South 13° East 100.41 feet to the North right-of-way line of said Highway; thence South 77° West 120.00 feet to the point of beginning.

ALSO LESS the following located West of the Whitmore Canyon Road:

DESCRIPTION OF PROPERTY WEST OF ROAD IN SECTION 32:

BEGINNING at the Northwest Corner of Section 32, Township 14 South, Range 14 East, Salt Lake Base and Meridian and running thence North 89°4'26" East 3089.75 feet along the Section line to the center line of an existing county road; thence along the following courses and distances following the center line of the existing county road; thence South 6°37'18" West 67.67 feet; thence South 13°08'13" West 69.41 feet; thence South 33°02'31" West 320.05 feet; thence South 29°34'09" West 83.14 feet; thence South 14°28'09" West 88.97 feet; thence South 8°36'57" West 87.76 feet; thence South 8°50'37"

West 266.84 feet; thence South 10° 22' 15" West 490.43 feet; thence South 11° 03' 34" West 540.64 feet; thence South 2° 30' 13" West 150.26 feet; thence South 10° 52' 22" East 136.30 feet; thence South 16° 55' 13" East 208.47 feet; thence South 12° 24' 16" East 102.53 feet; thence South 4° 08' 18" East 282.53 feet; thence South 3° 47' 00" East 236.67 feet; thence South 9° 53' 38" West 207.29 feet; thence South 14° 02' 10" West 451.91 feet; thence South 26° 55' 03" West 167.85 feet; thence South 54° 24' 31" West 151.37 feet; thence South 60° 34' 21" West 89.63 feet to the forty acre line; thence South 89° 12' 49" West 2246.77 feet along the forty acre line to the Southwest Corner of the Northwest Quarter of the Southwest Quarter of said Section 32; thence North 0° 53' 52" West 1319.49 feet to the West Quarter Corner of said Section 32; thence North 0° 39' 36" West 2639.64 feet along the Section line to the point of beginning.

ALSO LESS the Ambulance Garage area in the Southwest Quarter of said Section.

Section 33: All.

Section 34: East One-Half, EXCEPTING therefrom all coal.

West One-Half.

Section 35: All, EXCEPTING therefrom all coal.

Section 36: W1/2, S1/2 NE1/4, W1/2 SE1/4, EXCEPTING therefrom all coal, N1/2 NE1/4, E1/2 SE1/4.

Township 14 South, Range 15 East, Salt Lake Base and Meridian

Section 19: W1/2 SW1/4 (Lots 3 & 4), SE1/4 SW1/4

Section 30: W1/2

Section 31: NW1/4 SW1/4, EXCEPTING therefrom all coal and other minerals, NW1/4

Township 15 South, Range 13 East, Salt Lake Base and Meridian

Section 1: Lot 3; Lot 1, LESS the portion thereof within RIDGEWAY SUBDIVISION; SW1/4 NE1/4, LESS the following described portion thereof: BEGINNING at the center of Section 1 and running thence North 0° 15' West 266 feet; thence North 89° 01' East 164 feet; thence South 0° 15' East 266 feet; thence South 89° 01' West 164 feet to beginning.

SE1/4 NW1/4, EXCEPTING therefrom all oil, gas and minerals.

BEGINNING at a point 516.4 feet South 89° 01' West of the East Quarter Corner of Section

1; thence South 0°59' East 102.6 feet; thence South 89°01' West 75 feet along the North right-of-way of Denver Avenue; thence North 0°59' West 102.6 feet; thence North 89°01' East 75 feet.

LESS any portion conveyed to Sunnyside City for the cemetery described as follows: A parcel of land situated in the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 1, Township 15 South, Range 13 East, Salt Lake Base and Meridian, more particularly described as follows: BEGINNING at the West Quarter Corner of Section 6, Township 15, South, Range 14 East, Salt Lake Base and Meridian; running thence South 89°05'55" West 510'90" feet; thence North 01°01'14" West 158.19 feet; thence North 77°40'24" East 527.19 feet; thence South 0°18'05" West 262.68 feet to the point of beginning.

Section 2: NE1/4, EXCEPTING therefrom all coal and other minerals.

Section 3: E1/2 NE1/4; NE1/4 SE1/4, EXCEPTING therefrom an undivided 15/16 interest in all oil, gas and minerals.

Township 15 South, Range 14 East, Salt Lake Base and Meridian

Section 1: Lots 3 and 4; SW1/4 NE1/4; SW1/4 SW1/4, EXCEPTING therefrom all coal. Lots 1 and 2; SE1/4 NE1/4; E1/2 SE1/4.

Section 2: ALL, EXCEPTING therefrom all coal.

Section 3: East One-Half, EXCEPTING therefrom all coal. West One-Half.

Section 4: ALL

Section 5: ALL, EXCEPTING therefrom the portion thereof which is within Sunnyside No. 1 Plat, the State Highway #123, and the D&RGW Railroad Right-of-Way.

Section 6: All that portion of the North One-Half lying North of State Highway #123, EXCEPTING therefrom the following described portions thereof labeled (a) through (d):

LESS: (a) The following subdivisions:

Sunnyside Subdivision -- Plat "A"

Sunnyside Subdivision -- Plat "A" (Revised)

Sunnyside Subdivision -- Plat "B"

Sunnyside Subdivision -- Plat "C"

Sunnyside No. 1 Plat

Sunnyside No. 2 Plat

Sunnyside No. 2 Plat (Revised)

Ridgeway Subdivision.

LESS: (b) BEGINNING at the Southwest Corner of Lot 19, Block 7-A, Sunnyside Subdivision - Plat "B"; according to the official plat thereof and running thence North $1^{\circ}08'$ West 100 feet to the Northeast Corner of said Lot 19; thence 50.0 feet in an Easterly direction along the arc of a curve to the right whose radius is 377.18 feet; thence North 360.0 feet; thence West 770.0 feet; thence South 540.77 feet; thence East 399.53 feet to the Northeast Corner of Lot 26, Block 4, Sunnyside Subdivision - Plat "B"; thence South $48^{\circ}32'55''$ East 100.0 feet to the Southeast Corner of said Lot 26; thence 49.38 feet in an Easterly direction along the arc of a curve to the left whose radius is 615.00 feet; thence 251.69 feet in an Easterly direction along the arc of a curve to the right whose radius is 277.18 feet (which curve is the North side of Edgehill Dr.) to the point of beginning. (Carbon County School District).

LESS: (c) BEGINNING at a point on the West line of said SW $1/4$ NW $1/4$ of said Section 6, 261 feet North of the SW Corner thereof, which point is the SE Corner of that certain tract conveyed to Carbon County School District by Deed from Kaiser Steel Corp. dated November 8, 1957 and filed for record November 15, 1957 in the office of the Recorder of Carbon County and of record in Book 51 at Pages 65, et seq., Official Records of said County, running thence along the East line of said tract North $3^{\circ}31'$ West 331.13 feet to the true point of beginning of the tract herein conveyed, which point is also the SW Corner of this tract; thence continuing along the East line of the aforementioned school tract North $3^{\circ}31'$ West 157.2 feet; thence North $72^{\circ}35'$ East 222.5 feet, m/l, to a point of the Westerly boundary line of an existing road known as Valley View; thence along the Westerly boundary of said existing road South $18^{\circ}07'$ East 150 feet; thence South $72^{\circ}35'$ West 271.4 feet, m/l, to the point of beginning.

LESS: (d) BEGINNING at the W $1/4$ Corner of Section 6, T15S, R14E, S16M, thence North $0^{\circ}18'05''$ East for a distance of 262.68 feet; thence North $89^{\circ}05'55''$ East for a distance of 75.00 feet; thence South $0^{\circ}18'05''$ West for a distance of 262.68 feet; thence South $89^{\circ}05'55''$ West 75.00 feet to the point of beginning.

Section 7: All that land comprising an area of 181.34 acres, m/l, in Lots 1, 2, 3 and 4 and East One-Half West One-half and West One-Half West One-Half of Southeast Quarter of said Section 7, lying East of the Carbon County Railroad Right-of-Way, the Easterly boundary of said Railroad Right-of-Way being 100.0 feet distant from the centerline of said right-of-way, more or particularly described as follows:

COMMENCING at the intersection of the South line of Section 7, Township 15 South, Range 14 East, Salt Lake Base and Meridian, and the Easterly right-of-way line of the Carbon County Railroad, said point being more or less, South 89°59' East 2053.10 feet from the South Closing Corner between Section 7 and 18 on the range line between Range 13 East and 14 East in Township 15 South, Salt Lake Base and Meridian, as established by the 1899 survey of the General Land Office; thence South 89°59' East 1233.70 feet to the Southeast Corner of the West One-Half of West One-Half of Southeast Quarter of said Section 7; thence North 2640.0 feet, m/l, to the Northeast Corner of the West One-Half of West One-Half of Southeast Quarter of said Section 7; thence North 89°59' West 660.0 feet, m/l, to the center of said Section 7; thence North along the Quarter Section line 2640.0 feet, m/l, to the North Quarter Corner of said Section 7; thence along the Section line South 89°27' West as established by a Dependent Resurvey of the North boundary of said Section 7 by the General Land Office in 1942, a distance of 1860.02 feet, m/l, to a point of intersection of said Section line and the Easterly right-of-way line of the Carbon County Railroad, said point being located on the arc of 673.7 feet radius curve right and 100.0 feet Easterly from the centerline of said railroad; thence following Southerly angles to the Easterly from station 107+05.9 of the Carbon County Railroad, said Station being at P.T. of a 10° curve to the right; thence South 21°23' West 245.4 feet along a line 100.0 feet from and parallel to the center line of said railroad to a point at right angles from Station 109+51.4; said station being the P.C. of an 8° curve left; thence Southerly along and around the arc of a 616.8 feet radius curve 100.0 feet from and parallel to the centerline of said railroad 305.0 feet to a point located at right angles from Station 113+05.9 P.T. of said railroad centerline; thence South 5°57' East 2782.6 feet along a line 100.0 feet from and parallel to the centerline of said railroad to a point at right angles from Station 140+88.2; said Station being the P.C. of a 4° curve left; thence along and around the arc of a 1332.7 feet radius curve 100.0 feet from and parallel to the centerline of said railroad 896.81 feet to a point located at right angles from Station 150+50.7 P.T. of said railroad centerline; thence South 45°27' East 982.76 feet along a line 100.0 feet from and parallel to the centerline of said railroad to a point at right angles from Station 160+33.66 of said railroad centerline and which point is a point of intersection of said Section line between Sections 7 and 18 and the Easterly right-of-way line of said railroad, said point being the point of beginning.

LESS the following described portions thereof:

Lot 1, Northeast Quarter, Northwest Quarter, North One-Half, South One-Half, Northwest Quarter.

Section 8: Lots 3 and 4, EXCEPTING therefrom all coal and other minerals.

Lots 1 and 2, Southeast Quarter of Northeast Quarter, Northeast Quarter of Southeast Quarter, South One-Half of Southeast Quarter.

Section 9: All

Section 10: Northeast Quarter, EXCEPTING therefrom all coal;
Northwest Quarter; South One-Half

Section 15: West One-Half; North One-Half of Northeast Quarter;

Section 16: All, EXCEPTING therefrom the following described portion thereof: BEGINNING at the Southwest Corner of said Section 16; and running thence North 500 feet; thence East 900 feet; thence South 500 feet; thence West 900 feet to the point of beginning.

Section 17: East One-Half of Northeast Quarter; Northeast Quarter of Southeast Quarter;

Section 32: East One-Half of Northeast Quarter; East One-Half of Southeast Quarter; Southwest Quarter of Southeast Quarter, EXCEPTING therefrom all coal;

Township 15 South, Range 15 East, Salt Lake Base and Meridian

Section 6: West One-Half; Southwest Quarter of Southeast Quarter, EXCEPTING therefrom all coal.

Section 7: East One-Half of Northwest Quarter; Northwest Quarter of Northeast Quarter; South One-Half of Northeast Quarter; North One-Half Southeast Quarter; Southeast Quarter of Southeast Quarter, EXCEPTING therefrom all coal.

Section 8: Southwest Quarter of Southwest Quarter, EXCEPTING therefrom all coal.

Section 17: West One-Half of Northwest Quarter; Southeast Quarter of Northwest Quarter; Southwest Quarter, EXCEPTING therefrom all coal.

Section 18: Northeast Quarter of Northeast Quarter, EXCEPTING therefrom all coal.

Section 20: East One-Half of Northwest Quarter; Northwest Quarter or Northwest Quarter; Northwest Quarter of Southeast Quarter; East One-Half of Southwest Quarter, EXCEPTING therefrom all coal.

Section 29: East One-Half of Southeast Quarter; Northwest Quarter of Southeast Quarter, EXCEPTING therefrom all coal.

All of Lot 18, Block 6, SUNNYSIDE SUBDIVISION - PLAT "B", as per official plat thereof.

LESS and EXCEPTING therefrom the following described lands located in Carbon County which is referred to as the "FOOTPRINT":

Section 32, Township 14 South, Range 14 East, Salt Lake Base and Meridian:

S1/2 NW1/4 SW1/4 NE1/4; SW1/4 SW1/4 NE1/4;
W1/2 NE1/4 NW1/4 SE1/4; W1/2 NW1/4 SE1/4;
W1/2 NW1/4 SW1/4 SE1/4; S1/2 SE1/4 NE1/4 SW1/4 SE1/4 SW1/4;
E1/2 SE1/4 SW1/4 SW1/4.

Section 33, Township 14 South, Range 14 East, Salt Lake Base and Meridian: S1/2 SW1/4 SW1/4.

Section 4, Township 15 South, Range 14 East, Salt Lake Base and Meridian:

N1/2 NW1/4 NW1/4.

Section 5, Township 15 South, Range 14 East, Salt Lake Base and Meridian:

NW1/4 NW1/4 NE1/4; NE1/4 NW1/4 NE1/4;
NW1/4 NE1/4 NE1/4; N1/2 NE1/4 NE1/4 NE1/4;
W1/2 NW1/4 NE1/4 NW1/4; NE1/4 NW1/4 NW1/4;
W1/2 SE1/4 NW1/4 NE1/4; W1/2 SW1/4 NW1/4;
E1/2 NW1/4 NW1/4 NW1/4; SW1/4 NW1/4 NW1/4;
W1/2 E1/2 NW1/4 SW1/4; W1/2 NW1/4 SW1/4;
NW1/4 SW1/4 SW1/4.

ALSO LESS AND EXCEPTING therefrom the following described lands located in Carbon County known as the "REFUSE AREA":

Refuse Area: Township 15 South, Range 14 East, Salt Lake Base and Meridian:

Section 5: South One-Half of Southeast Quarter of Southeast Quarter; South One-Half of North One-Half of Southeast Quarter of Southeast Quarter.

Section 8: North One-Half of Northeast Quarter of Northeast Quarter.

Section 4: South One-Half of Southwest Quarter of Southwest Quarter.

ALSO TOGETHER with an Easement Estate over and across the following Access Road located in Carbon County and more particularly described as follows:

A 30 foot wide right-of-way over and across the present road, described as follows:

BEGINNING at a gate on the Road-Right-of-Way in the Southeast Quarter of Southwest Quarter of Section 32, Township 14 South, Range 14 East, Salt Lake Base and Meridian; thence along the present road located in the Northwest one-Quarter of Northwest Quarter of Northeast Quarter; Northeast Quarter of Northwest Quarter of Northeast Quarter; Northwest Quarter of Northeast Quarter of Northeast Quarter; North One-Half of

Northeast Quarter of Northeast Quarter of Northeast Quarter of said Section 32.

ALSO LESS AND EXCEPTING therefrom the following described lands located in Carbon County known as the "WELL SITE":

In Section 17, Township 14 South, Range 14 East, Salt Lake Base and Meridian:

BEGINNING at a point being South 2027.0 feet and West 2704.6 feet from the Northeast Corner of Section 17, Township 14 South, Range 14 East, Salt Lake Base and Meridian; and running thence North 30°51'53" East 298.83 feet; thence North 65°29'32" East 361.39 feet; thence South 49°46'31" East 37.83 feet to the Northwesterly edge of Water Canyon Road; thence (along that edge for the next four calls) South 43°42'57" West 173.61 feet; thence South 28°45'45" West 143.14 feet; thence South 26°24'26" West 169.85 feet; thence South 22°58'53" West 110.97 feet; thence North 58°46'17" West 237.74 feet to the point of beginning.

"DENNIS LANDS"

PARCEL 1:
Township 15 South, Range 14 East, Salt Lake Base and Meridian

Section 11: W1/2 SW1/4.

Section 12: S1/2 SE1/4; S1/2 SW1/4.

Section 13: N1/2 NE1/4; N1/2 NW1/4; S1/2.

Section 14: W1/2 NW1/4.

Section 24: NW1/4 NW1/4; NE1/4 NE1/4.

Township 15 South, Range 15 East, Salt Lake Base and Meridian

Section 18: Lots 1, 3, and 4; NE1/4 SW1/4; NW1/4 SE1/4

PARCEL 1: EXCEPTING from all of said lands all coal.
ALSO EXCEPTING from all of said lands an undivided 3/4 interest in all oil, gas and other minerals.

PARCEL 2:
Township 15 South, Range 14 East, Salt Lake Base and Meridian

Section 1: S1/2 NW1/4; N1/2 SW1/4; W1/2 SE1/4;
LESS all oil, gas, coal and other minerals.

Section 11: SE1/4; E1/2 SW1/4; S1/2 NW1/4;
LESS all oil, gas, coal and other minerals. S1/2
NE1/4; Lots 1, 2, 3 and 4;
LESS all coal.

Section 12: N1/2 SE1/4; N1/2 SW1/4; S1/2 NW1/4; Lot 4; LESS all
oil, gas, coal and other minerals.

Section 14: NE1/4; E1/2 SE1/4; E1/2 NW1/4;
LESS all oil, gas, coal and other minerals.

Section 23: NE1/4 NE1/4;
LESS all oil, gas, coal and other minerals.

(Tax ID # 2A-1839, 2A-1841, 2A-1842, 2A-1843, 2A-1858, 2A-1894, 2A-1824, 2A-1856) Situate in
Carbon County, State of Utah.

SAVE AND EXCEPT THE FOLLOWING LAND:

**RANGE CREEK
LEGAL DESCRIPTION**

SUMMARY

<u>Parcel</u>	<u>Tax Parcel ID No(s).</u>
<u>Township 14 S Range 14 E</u>	
Section 24 – 440 acres	2A-1374
Section 25 – 480 acres	2A-1375
Section 36 – 480 acres	2A-1387
Total – 1400 acres	
<u>Township 14 S Range 15 E</u>	
Section 19 – 120 acres	2A-1408
Section 30 – 320 acres	2A-1420
Section 31 – 200 acres	2A-1421
Total – 640 acres	
<u>Township 15 S Range 14 E</u>	
Section 1 – 440 acres	2A-1824; 2A-1824-1
<u>Township 15 S Range 15 E</u>	
Section 6 – 360 acres	2A-1875; 2A-1875-1
Section 7 – 320 acres	2A-1876
Section 8 – 40 acres	2A-1878
Section 17 – 280 acres	2A-1891
Section 18 – 40 acres	2A-1894-1
Section 20 – 240 acres	2A-1898
Section 29 – 120 acres	2A-1907
Total – 1400 acres	

TOTAL 3880 ACRES

MORE PARTICULARLY DESCRIBED AS FOLLOWS

Township 14 South, Range 14 East, Salt Lake Base and Meridian

Section 24: E1/2 NE1/4.
E1/2 SE1/4.
E1/2 NW1/4; SW1/4 NE1/4; W1/2 SE1/4; E1/2 SW1/4.

Section 25: W1/2 NE1/4; NE1/4 NW1/4; SE1/4 NW1/4; W1/2 SE1/4; E1/2 SW1/4.
E1/2 NE1/4; E1/2 SE1/4.

Section 36: E1/2 NW1/4; E1/2 SW1/4; S1/2 NE1/4; W1/2 SE1/4.
N1/2 NE1/4; E1/2 SE1/4.

Township 14 South, Range 15 East, Salt Lake Base and Meridian

Section 19: W1/2 SW1/4 (Lots 3 & 4); SE1/4 SW1/4

Section 30: W1/2

Section 31: NW1/4 SW1/4.
NW1/4

Township 15 South, Range 14 East, Salt Lake Base and Meridian

Section 1: W1/2 SE1/4; SE1/4 NW1/4; NE1/4 SW1/4.
Lot 3; SW1/4 NE1/4.
Lots 1 and 2; SE1/4 NE1/4; E1/2 SE1/4.

Township 15 South, Range 15 East, Salt Lake Base and Meridian

Section 6: W1/2; SW1/4 SE1/4.

Section 7: E1/2 NW1/4; NW1/4 NE1/4; S1/2 NE1/4; N1/2 SE1/4; SE1/4 SE1/4.

Section 8: SW1/4 SW1/4.

Section 17: W1/2 NW1/4; SE1/4 NW1/4; SW1/4.

Section 18: NE1/4 NE1/4.

Section 20: E1/2 NW1/4; NW1/4 NW1/4; NW1/4 SE1/4; E1/2 SW1/4.

Section 29: E1/2 SE1/4; NW1/4 SE1/4.