

Exhibit A

March 26, 2012

To: Weber County Board of Adjustments (BOA)

From: Christina Mary Dow Williams

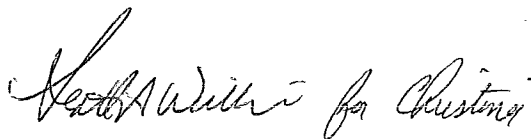
Re: BOA ruling on special exception for access to property in Section 34

As a follow up to the BOA requirement levied during the last session regarding the special exception, we were required to work with the landowners and ensure access was agreed upon.

The issue at hand was the 60 foot easement and right of way language in our original deed from May of 2008. First, we worked with the Allens to modify the 60 foot access spelled out in the original deed for our property. The 60 foot easement and right of way was changed to the exact language which was agreed upon between the Monastery, Byrams, and the Allens in the original 1970 gate agreement. Second, a corrected deed was recorded with a copy of the gate agreement attached.

We trust that this action on our behalf meets the access requirement of the BOA and look forward to final approval by the BOA to move forward with building our summer cabin.

Very respectfully,



Christina Mary Dow & Scott Williams

PO BOX 341

Huntsville, UT 84317

Home: (801)745-0604

Cell: (435)830-9212

Exhibit B



W2530553

MAIL TAX NOTICE TO:

Christina M. Williams
9295 East 1800 South
Huntsville, UT 84317

EN 2530553 PG 1 OF 3
ERNEST D ROWLEY, WEBER COUNTY RECORDER
13-JUN-11 437 PM FEE \$14.00 DEP JKC
REC FOR: ROSS ALLEN

AMENDED WARRANTY DEED

(Recitals)

WHEREAS, David Allen, as Grantor, conveyed to Christine M. Williams as Grantee, certain real property that was recorded as Entry No. 2339049, Page 1 of 2 on May 1, 2008; and

WHEREAS, said Warranty Deed contains an easement; and

WHEREAS, the parties want to amend the easement portion of the deed to reflect the intent of the parties,

NOW, THEREFORE, the parties enter into this Amended Warranty Deed as follows:

David Allen,

GRANTOR

of Farmington, County of Davis, State of Utah, hereby CONVEY AND WARRANT TO

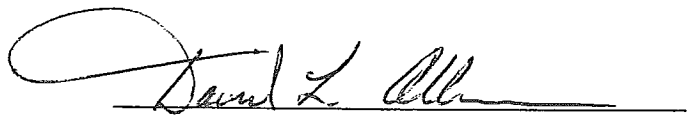
Christina M. Williams,

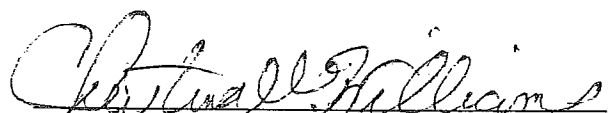
GRANTEE

of Huntsville, County of Weber, State of Utah, for the sum of TEN AND NO/100 (\$10.00) DOLLARS, the following described tract(s) of land in Weber County, State of Utah:

See Attached Exhibit "A"

WITNESS the hands of said Grantors, this 10th day of June, 2011.


David Allen, Grantor

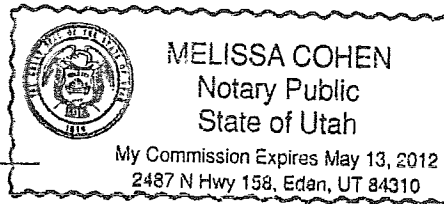

Christina M. Williams, Grantee

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 10th day of June, 2011, by David Allen.

My Commission Expires:

May 13th, 2012

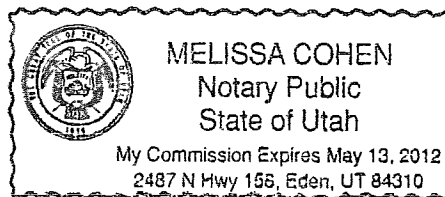


Melissa Cohen
NOTARY PUBLIC
Residing at: 2487 N. Hwy 158
Eden, UT 84310

The foregoing instrument was acknowledged before me this 10th day of June, 2011, by Christina M. Williams.

My Commission Expires:

May 13th, 2012



Melissa Cohen
NOTARY PUBLIC
Residing at: 2487 N. Hwy 158
Eden, UT 84310

EXHIBIT A

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 6 NORTH RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, US. SURVEY, BEGINNING APPROXIMATELY 1122 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF AID SECTION 34, THENCE EAST APPROXIMATELY 475.2 FEET, MORE OR LESS, THENCE SOUTH APPROXIMATELY 990 FEET, MORE OR LESS, THENCE WEST APPROXIMATELY 211.2 FEET, MORE OR LESS, THENCE WEST 45 DEGREES NORTH APPROXIMATELY 373.35 FEET, MORE OR LESS, THENCE NORTH APPROXIMATELY 726 FEET MORE OR LESS, TO THE BEGINNING.

TOGETHER WITH 1.6 ACRE-FEET OF WATER RIGHT NUMBER 35-7432 ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS, MAXIMUM FLOW RATE OF 0.03 CFS, FROM SHEEPHERD CREEK AND GARNER SPRINGS, WEBER COUNTY, UTAH. OGDEN RIVER DECREE, AWARD NO. 369 ½.

TOGETHER WITH AN UNLIMITED ESTABLISHED RIGHT AND EASEMENT ACROSS THE BENNETT CREEK ROADWAY AT ITS PRESENT LOCATION AT ANY AND ALL TIMES AS A MEANS TO ACCESS THE GRANTEE'S PROPERTY.



W2530552

EN 2530552 PG 1 OF 9
ERNEST D ROWLEY, WEBER COUNTY RECORDER
13-JUN-11 4:34 PM FEE \$28.00 DEP JKC
REC FOR: ROSS ALLEN

**AFFIDAVIT OF ROSS ALLEN REGARDING
UNLIMITED EASEMENT ACROSS
MONESTARY AND BYRAM PROPERTIES**

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

Ross Allen, being duly sworn upon oath, deposes and says:

1. I am the brother of Scott Allen, the signor of the gate agreement titled "AGREEMENT" that was signed and executed on August 12, 1970.

2. I have personal knowledge of the facts contained in this Affidavit.

3. I was a Co-Partner in the Allen Ranch Company with my brothers. The Allen Ranch Company was formed in 1963.

4. An original copy of the AGREEMENT, is attached to this Affidavit as Exhibit "1." The AGREEMENT was entered into by ABBEY OF THE HOLY TRINITY (ABBEY), BASIN LAND AND LIVESTOCK COMPANY (BASIN), ROBERT BYRAM AND SONS, A CO-PARTNERSHIP (BYRAMS), AND ALLEN RANCH COMPANY, A CO-PARTNERSHIP (ALLEN). That said parties were included in the AGREEMENT because either they had land which was burdened by the roadway upon which the gate was installed, as in the case of the ABBEY, and the BYRAMS, or the roadway upon which the gate was installed was used as the primary if not only access to land owned by the parties, as in the case of all four parties.

5. The Agreement was made by mutual consent of the parties who signed the AGREEMENT and that a gate was installed with consent of the parties.

6. The gate was placed on a roadway called Bennet Creek roadway and that the purpose of installing said gate was to control general public use of the Bennet Creek roadway and to control general public use of a fork off of the Bennet Creek roadway, referred to by ALLEN as the Shepherd road.

7. Both Bennet Creek roadway and Shepherd road were used by ALLEN as the primary road to access ALLEN property in Shepherd.

8. The existence and presences of both Bennet Creek roadway and Shepherd road were obvious to the parties at the time the AGREEMENT was executed.

9. The Bennet Creek roadway and underlying land, referenced in the AGREEMENT was burdened by an unlimited and established right-of-way and easement appurtenant to properties owned by BASIN, BYRAM AND ALLEN or their successors or assigns.

10. A road that I would refer to as Shepherd road branched off from Bennet Creek roadway, proceeded across a portion of ABBEY ground, then across a portion of BYRAM ground, and finally ending at the west end of the ALLEN property at a point which lies West 2640.00 feet and North 1885.11 feet from the NW corner of Section 2, T5N, R2E, Salt Lake Base and meridian. I further affirm that Shepherd roadway and underlying land was burdened by an unlimited and established right-of-way and easement appurtenant to property owned by ALLEN.

11. The legal description of the ALLEN property, serviced by the Bennet Creek roadway and the Shepherd road, and to which an unlimited and established right and easement was appurtenant, at the time of the agreement was:

Southeast corner of Section 34, Township 6 North, 2 East, Salt Lake Base and Meridian.

12. The legal description of the ABBEY and BYRAMS property that was burdened by the unlimited and established right and easement on the Bennet Creek roadway and Shepherd road, which unlimited and established right and easement was appurtenant to ALLEN property, at the time of the AGREEMENT was:

ABBEY property legal description: Section 27, Township 6 North, 2 East, Salt Lake Base and Meridian. Tax ID 210360008

BYRAM property, legal description: West ½ and Northeast ¼ of Section 34, Township 6 North, 2 East, Salt Lake Base and Meridian. Tax IDs 210430004, 210430001


13. The express purpose for most of paragraph 3 in the AGREEMENT was to ensure, guarantee, and insist that installation and management of the gate upon Bennet Creek roadway under no circumstances, under no condition, and in no way, shape or form, gave any of the parties to the AGREEMENT the authority, or right, or privilege, to restrict or diminish or affect in any way, the unlimited and established right and easement that was appurtenant to the property of ALLEN, BASIN and BYRAMS, or their successors or assigns, and that paragraph 3 was put in the AGREEMENT as an acknowledgement by the parties of a pre-existing easement on Bennet Creek roadway and Shepherd road..

14. The primary purpose of paragraph 3 of the AGREEMENT is to make a clear declaration to the landowner parties of the AGREEMENT, that the unlimited right and easement was and is established, and cannot be compromised in any way by installing and managing the gate upon the Bennet Creek roadway.

15. Exhibit "2" of this Affidavit shows the approximate placement and location of the Bennet Creek roadway and the Shepherd road at the time of the AGREEMENT.

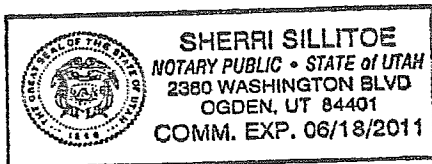
16. Exhibit "3" of this Affidavit shows the approximate placement and location of the Bennet Creek roadway and the Shepherd road at the present time.

Dated this 13 day of June, 2011.



Ross Allen

SUBSCRIBED AND SWORN to before me this 13 day of June, 2011, by Ross
Allen.





NOTARY PUBLIC
Residing at:

AGREEMENT

By the mutual consent of the undersigned a locked gate is to be installed on the Bennett Creek roadway which serves the property owned by the parties to this agreement. With respect thereto it is acknowledged and agreed as follows:

1. The gate is to be installed immediately West of the culvert where the road crosses Bennett Creek. A "Private Property" sign which identifies all four property owners will be placed by the gate.
2. The sum of \$25.00 each shall be paid by Basin Land, Byrams and Allens toward the acquisition of the gate. The Abbey of the Holy Trinity (Monastery) shall procure and install the gate and lock and distribute keys to the other parties. If it becomes necessary to replace or change the lock, new keys will be distributed before the new lock is installed.
3. The installation and maintenance of the locked gate across the Bennett Creek roadway in no way affects or diminishes the unlimited and established right and easement of the undersigned or their successors in interest to use the roadway at its present location at any and all times as a means of access to their respective properties. Each party agrees, however, that they will use their best efforts to keep the gate locked and to instruct anyone they permit upon their property to close and lock the gate.

Dated this Aug 13 day of July 1970.

ABBAY OF THE HOLY TRINITY

By fr Joseph Schraer

Basin Land and Livestock Company

By Ray Custer

Robert Byram & Sons, a Co-Partnership

By Robert Byram

Allens Ranch Company, a Co-Partnership

EN 2530552 PD 5 9

EXHIBIT 2

Affidavit of Ross Allen Regarding Unlimited Easement Across Monestary and Byram Property

8-10-65

Exhibit 3

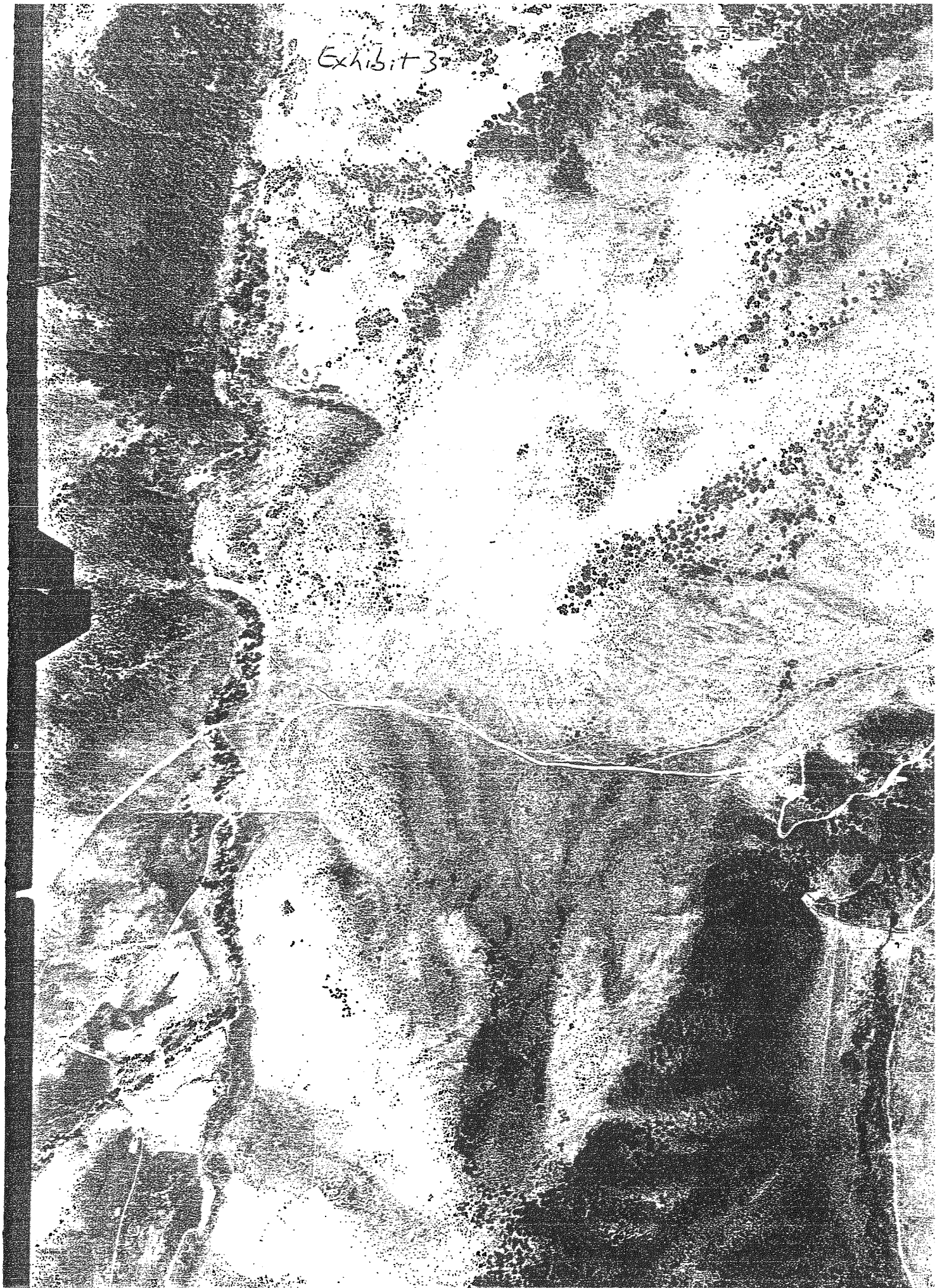


EXHIBIT 3

Affidavit of Ross Allen Regarding Unlimited Easement Across Monestary and Byram Properties

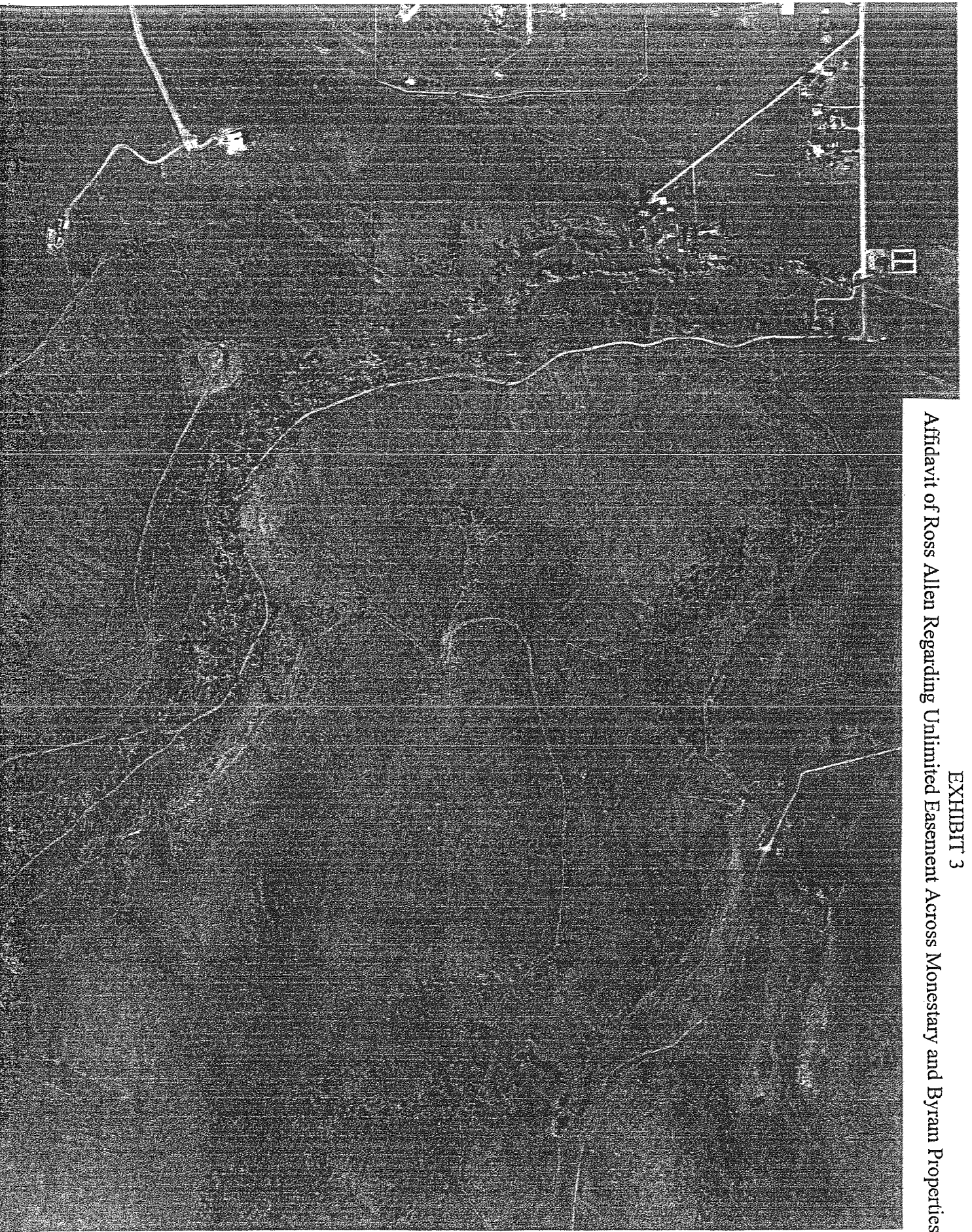


EXHIBIT 3

