

RECORDING REQUESTED BY AND)
WHEN RECORDED RETURN TO:)
The Nature Conservancy)
Western Regional Office)
2060 Broadway, Suite 230)
Boulder, Colorado 80302)
Attn: Western Regional Attorney)

E 1250914 B 2004 P 1189
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1996 MAY 23 2:37 PM FEE 24.00 DEP DJW
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

(space above this line reserved for recorder's use)

SW 25 > 4N-2W
N 1/2 36
12-117-0015.0017 ~~thru~~ ACCESS EASEMENT
(Layton Marsh - Ahlstrom 2) UT
0020,
12-110-0032+0034

THIS ACCESS EASEMENT is granted this 13th day of May, 1996, by THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, whose address is 1815 North Lynn Street, Arlington, VA 22209 (the "Conservancy"), to the United States of America (the "Grantee").

WITNESSETH:

1. The Conservancy is the owner of the property located in the County of Davis, State of Utah, more particularly described in Exhibit A attached hereto and incorporated herein (the "Conservancy Property").
2. The Grantee is the owner of the property located in the County of Davis, State of Utah, more particularly described in Exhibit B attached hereto and incorporated herein (the "Grantee Property").
3. The Conservancy desires to convey a non-exclusive access easement across the Conservancy Property for the benefit of the Grantee Property, across the northerly 30 feet of the Conservancy Property, as shown on the map attached hereto as Exhibit C and incorporated herein (the "Easement").

NOW, THEREFORE, for Ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Conservancy hereby grants to the Grantee a non-exclusive access easement, 30 feet in width, over and across the northerly 30 feet of the Conservancy Property for use by Grantee to inspect, develop and maintain the Grantee Property. The Easement is an easement appurtenant to the Grantee Property and is intended to run with the land, burdening the Conservancy Property and benefitting the Grantee Property.

ACCOMMODATION RECORDING ONLY.
FIRST AMERICAN TITLE MAKES NO
REPRESENTATION AS TO CONDITION
OF TITLE NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR AFFECT OF DOCUMENT

TERMS AND CONDITIONS

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A. Duration, Relocation of Easement:

a. The Easement shall be perpetual but may be relocated by the Conservancy at its expense if it determines, in its sole discretion, that relocation of the Easement is necessary. The Conservancy may also relocate the Easement at its expense if it determines, in its sole discretion, that a superior alternative access route has become available.

b. The Conservancy may relocate the easement to other property owned by it, or under its control. However, any relocation of the easement shall result in at least an equivalent access for the Grantee.

1. Considerations for Relocation: The exact location of the initial Easement and any subsequent relocated Easement shall be determined by the Conservancy, in its sole discretion.

2. Maintenance by Conservancy: The Conservancy shall have the right, but not the obligation to maintain the Easement as it deems necessary, in its sole discretion and at its sole expense.

3. Maintenance by Grantee, Notice:

a. The Grantee shall maintain the Easement as it deems necessary. The Grantee shall consult with the Conservancy concerning any proposed maintenance activity; however, the consent of the Conservancy to such activity is not required.

b. The Grantee is not permitted, under any circumstances, to pave any portion of the easement granted herein with asphalt, concrete or any other substance; except that Grantee may pave the easement with gravel.

c. If the Grantee desires to perform routine maintenance work on the Easement, the Grantee shall provide the Conservancy with a verbal notice to The State Director of the Utah Field Office at The Nature Conservancy, 559 E. South Temple, Salt Lake City, Utah 84102, (801) 531-0999 by telephone or in person.

d. If the Grantee desires to perform "major maintenance", then the Grantee shall provide the Conservancy with written notice of the desired maintenance work in accordance with the notice requirements stated in Paragraph 4 below. "Major maintenance" is defined as any relocation of the roadway or maintenance that would require work outside the Easement. The Grantee may also contact the State Director of the Utah Field Office by telephone, if desired, but

no verbal contact shall be construed to replace the required written notice described in Paragraph 4 below.

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e. If the Grantee is required to provide notice, the Conservancy shall have five (5) days from its receipt of any such notice to review the proposed maintenance activity and to notify the Grantee of its objections thereto. The Conservancy's response to the Grantee's notice shall be given verbally or shall be sent by registered or certified mail, return receipt requested, to the Grantee at the address set forth below, or to such other address as may be designated to the Conservancy in writing by the Grantee.

Should the Conservancy fail to respond to the Grantee's written notice within five (5) days, the proposed maintenance work shall automatically be deemed consistent with the terms and conditions of this Easement, and the Grantee may proceed with the maintenance as proposed.

4. Form of Written Notice: Any written notice required to be given under this Easement shall be delivered (i) in person, against receipt, (ii) by certified mail, postage prepaid, return receipt requested, or (iii) by U.S. Express Mail or a commercial overnight courier that guarantees delivery within the next two business days. Such written notice shall be addressed as follows:

If to the Conservancy:

The Nature Conservancy
Utah Field Office
559 E. South Temple
Salt Lake City, UT 84102
Attn: State Director

If to the Grantee:

United States Bureau of Reclamation
125 South State
Salt Lake City, UT 84147

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

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The foregoing instrument was acknowledged before me this 15 day of April, 1996, by David Livermore, Vice President of The Nature Conservancy, a District of Columbia non-profit corporation. In witness whereof, I hereunto set my hand and official seal.



Kerry R. Green
Notary Public

My commission expires on 9-13-98.

EXHIBIT A

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The Conservancy Property

Beginning at NW corner of Section 36, Township 4 north, Range 2 West, Salt Lake Base and Meridian; thence South 89°51'16" East 100 feet along north section line; thence south 0°14'50" West 60 feet; thence south 89°51'16" East 50 feet; thence south 0°14'50" West 582.8449 feet; thence south 89°51'16" East 3184.1342 feet; thence south 0°10'35" west 3467.1619 feet; thence south 0°07'00" west 1175.2 feet; thence west 266.6322 feet; thence north 35°00'00" west 791.4472 feet; thence north 62°45'05" west 743.3969 feet; thence north 56°00'00" west 433.3342 feet; thence north 74°15'00" west 1655.2826 feet to point on west line of Section 36, Township 4 north, Range 2 West, Salt Lake Base and Meridian; thence north 0°14'50" East 3613.3477 feet to point of beginning. Contains 279.80 acres±.

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EXHIBIT B

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The Grantee Property

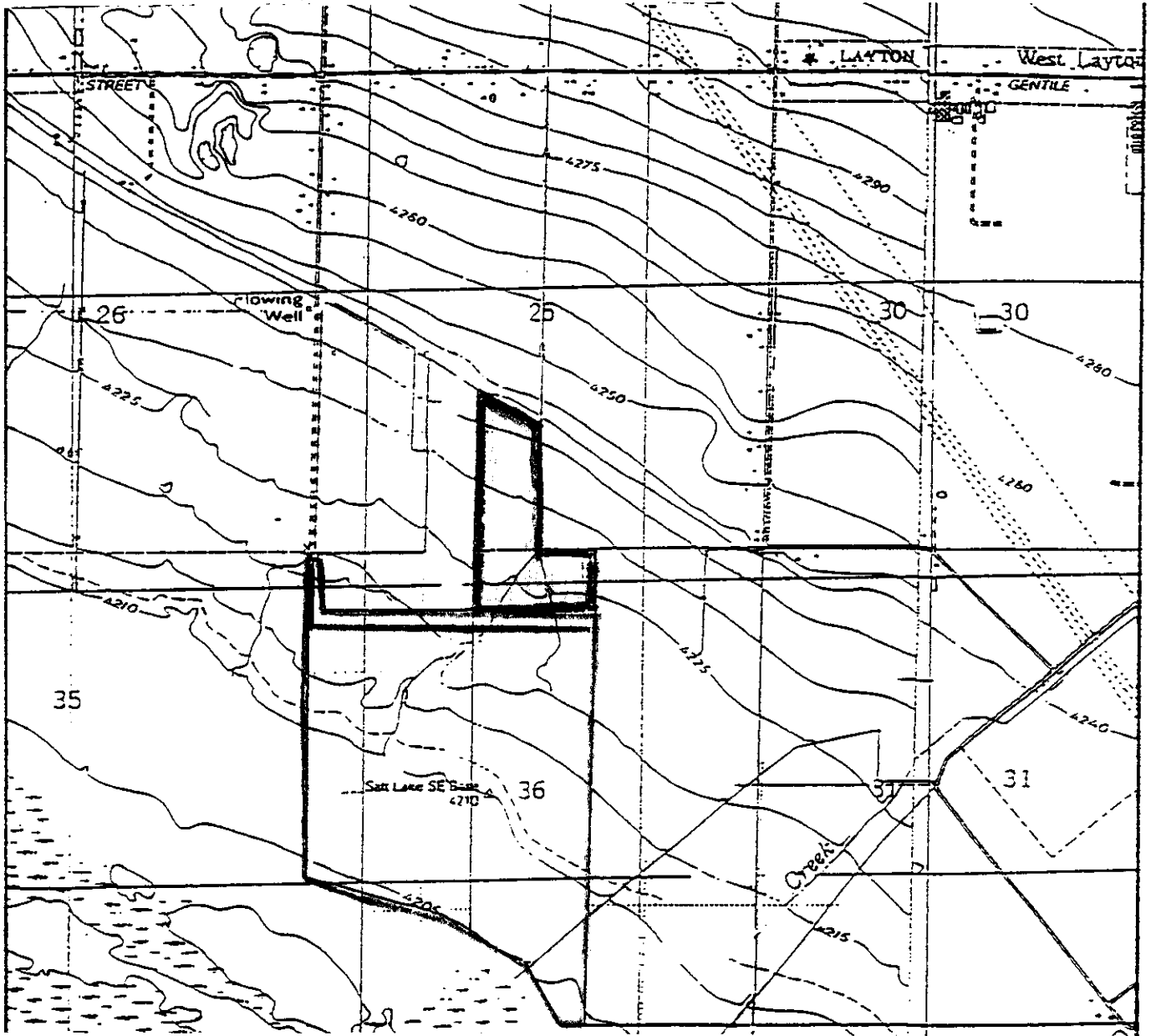
Beginning at a point located South 89°51'16" East 1917.4620 feet and South 0°10'55" West 642.8156 feet from the northwest corner of Section 36, Township 4 North, Range 2 West, Salt Lake Base and Meridian; thence North 0°10'55" East 2435.9356 feet; thence South 58°36'00" East 859.5838 feet; thence South 0°10'55" West 1347.1442 feet to the North quarter corner of Section 36, Township 4 North, Range 2 West, Salt Lake Base and Meridian; thence South 89°46'35" East 680.7780 feet; thence South 0°10'35" West 641.8881 feet; thence North 89°51'16" West 1415.9402 feet to the point of beginning. Contains 47.34 acres \pm .

Pt.

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Map of the Easement



▣ = Grantee property

▣ = Conservancy property

— = Easement