

(c)
E 1/2 22, 3N-1W
E 1/2 27

WHEN RECORDED, PLEASE RETURN TO:

FARMINGTON CITY
Attn: City Manager
130 North Main
P.O. Box 160
Farmington, Utah 84025

E 1893289 B 3341 0 1675
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2003 JUL 29 1:59 PM FEE 18.00 DEP REC
REC'D FOR WESTERN STATES TITLE COMPANY

**FIRST AMENDMENT TO
CONSERVATION EASEMENT**

THIS FIRST AMENDMENT TO CONSERVATION EASEMENT (this "Amendment") is entered into as of the 29th day of July, 2003 by **BOYER WHEELER FARM II, L.C.**, a Utah limited liability company and successor in interest to **BOYER WHEELER FARM, L.C.** with respect to the Vacated Parcel defined herein ("Grantor"), amending certain provisions of that certain **CONSERVATION EASEMENT (OPEN SPACE AND FARMLAND)**, dated June 12, 2002, filed of record in the office of the Davis County Recorder on June 12, 2002, as Entry No. 1761084, Book No. 3063, Page No. 391 (the "Conservation Easement") executed by Grantor in favor of **FARMINGTON CITY**, a Utah municipal corporation ("Grantee").

RECITALS:

A. Grantor and Grantee have jointly determined that certain portions of the Property used historically and/or subject to use in the future for farming and other agricultural purposes should be governed pursuant to the terms of a conservation easement more carefully tailored to accommodate and govern such farming and agricultural uses; provided, such replacement conservation easement fulfills the purposes of the Conservation Easement.

B. Pursuant to a duly noticed public hearing, the Farmington City Council approved on May 14, 2003 the vacation of a portion of the Property from the terms of the Conservation Easement; subject, however, to Grantor's agreement that such vacated portion of the Property, together with additional property owned by the Grantor, be subjected to the terms and conditions of a replacement conservation easement (the "Replacement Easement"), the terms and conditions of which were also approved by the Farmington City Council at such meeting.

C. The Grantor, with the consent and approval of the Grantee, desires by this Amendment to amend the Conservation Easement so as to vacate and remove a portion of the Property (the "Vacated Parcel") from the terms of the Conservation Easement, said Vacated Parcel being all of the

Property as is a part of that parcel of real property more particularly described on Exhibit "1" to this Amendment.

E 1893289 B 3341 P 1676

AMENDMENT:

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Grantor hereby agrees as follows:

1. Effective immediately upon, but only upon, the recordation of the Replacement Easement and the encumbrance of the Vacated Parcel to the terms and conditions of the Replacement Easement, the Vacated Parcel is hereby removed and excluded from the Property in its entirety, such that the Vacated Parcel shall not be subject to the terms and conditions of the Conservation Easement.

2. The terms of this Amendment are hereby incorporated as a part of the Conservation Easement. To the extent the terms of this Amendment modify or conflict with any provisions of the Conservation Easement, the terms of this Amendment shall control. All other terms of the Conservation Easement not modified by this Amendment shall remain the same and are hereby ratified and affirmed. Capitalized terms not specifically defined herein shall have the same meaning as set forth in the Conservation Easement unless a contrary intent is clearly indicated. This Amendment shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, officers, employees, representatives, agents, successors, and assigns.

[Remainder of Page Left Blank; Signatures Appear on the Next Page]

IN WITNESS WHEREOF, Grantor has executed this instrument on the date first set forth above.

"GRANTOR"

BOYER WHEELER FARM II, L.C., a Utah limited liability company, by its Manager,

THE BOYER COMPANY, L.C., a Utah limited liability company

By: *[Signature]*
Its: Manager

ACKNOWLEDGED, ACCEPTED AND AGREED:

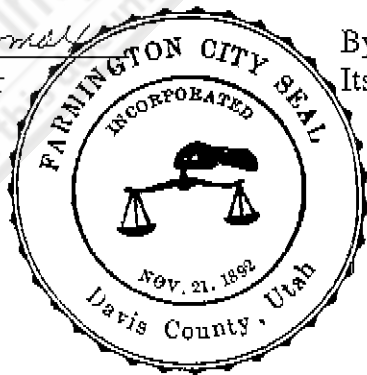
"GRANTEE"

FARMINGTON CITY, a Utah municipal corporation

ATTEST:

Margaret L. Lomas
Farmington City Recorder

By: *[Signature]*
Its: Mayor

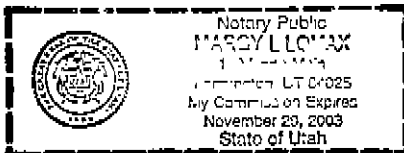


GRANTEE ACKNOWLEDGMENT

STATE OF UTAH)
)
 :SS
)
COUNTY OF DAVIS)

On the 2 day of July, 2003, personally appeared before me **DAVID M. CONNORS**, who being duly sworn, did say that he is the Mayor of Farmington City, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the Grantee by authority of its governing body and said **DAVID M. CONNORS** acknowledged to me that the Grantee executed the same.

[SEAL]



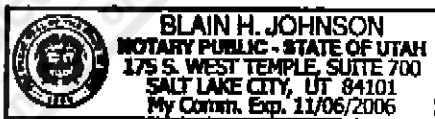
Mary L. Lloyd
Notary Public

GRANTOR ACKNOWLEDGMENT

STATE OF UTAH)
)
 :SS
)
COUNTY OF SALT LAKE)

On the 3rd day of July, 2003, personally appeared before me ~~EM~~ Kem Gardner, who being by me duly sworn did say that he is a Manager of The Boyer Company, L.C., a Utah limited liability company, the Manager of Boyer Wheeler Farm II, L.C., a Utah limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of a resolution of its members; and he acknowledged to me that said limited liability company executed the same.

[SEAL]



Blain H. Johnson
Notary Public

EXHIBIT "1"
to
First Amendment
to Conservation Easement

(Legal Description of Vacated Parcel)

A parcel of land situate in Section 22 and Section 27, Township 3 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

BEGINNING at the North Quarter corner of said Section 22, thence easterly along the north line thereof, North 89°51'14" East 126.48 feet; thence leaving said north line South 37°28'18" East 705.67 feet; thence South 37°16' 21" East 442.94 feet; thence South 42°23'39" East 69.91 feet; thence North 54°46'47" East 235.47 feet; thence South 37°16'53" East 1485.80 feet; thence South 53°51'19" West 202.72 feet to the beginning of a tangent curve to the left having a radius of 200.00 feet, thence along the arc of said curve 55.62 feet, through a central angle of 15°56'07"; thence North 37°36'00" West 309.62 feet; thence South 37°55'12" West 468.27 feet; thence South 00°06'24" East 2297.94 feet; thence South 33°24'04" East 426.96 feet; thence South 53°45'04" East 1344.32 feet; thence South 00°14'54" East 1372.96 feet; thence South 89°27'22" West 658.12 feet; thence South 02°02'47" East 169.62 feet; thence South 11°52'56" East 626.17 feet; thence North 89°44'44" West 574.91 feet; thence North 39°59'49" West 1913.90 feet; thence North 03°40'22" West 1280.75 feet; thence North 12°59'23" West 2971.99 feet; thence North 09°55'45" East 2415.72 feet to the point of beginning.

The parcel of land described above contains 282.437 acres, more or less.

- 08-069-0001
- 08-069-0002
- 08-069-0003
- 08-069-0004, 0005
- 08-069-0011
- 08-070-0002
- 08-083-0003, 0004