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SHERYL L. WHITE, DAVIS CNTY RECORDER
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KIRTON & McCONKIE
Attn: Steven L. Whitehead, Esq.
1800 Eagle Gate Plaza
60 East South Temple
Salt Lake City, Utah 84145

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08-067-0005,0001
08-057-0028
08-065-0007 0016,0028,0029,0031

EASEMENT AGREEMENT
(Property No. 508-3249)

THIS EASEMENT AGREEMENT ("**Agreement**") is made and entered into this 9
day of May, 2001, by and between CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole
("**CPB**") and CORNELIUS P. LODDER AND MARIE T. LODDER, TRUSTEES OF THE 1984
LODDER FAMILY TRUST ("**Lodder**").

RECITALS:

- A. CPB is the record owner of certain real property situated in Davis County, State of Utah, more particularly described in Exhibit "A," attached hereto and incorporated herein ("**CPB Property**").
- B. Lodder is the record owner of certain real property situated in Davis County, State of Utah, more particularly described in Exhibit "B," attached hereto and incorporated herein ("**Lodder Property**").
- C. The Lodder Property abuts and lies immediately north of the CPB Property. The northern property line of the CPB Property lies immediately south of the southern edge of an irrigation ditch located on the Lodder Property (the "**Ditch**").
- D. Subject to the terms and conditions contained herein, CPB desires to obtain an easement on the Lodder Property to use the Irrigation Ditch and a road adjacent thereto, and Lodder desires to obtain an easement on a portion of the CPB Property to place and maintain a fence thereon.

NOW, THEREFORE, in consideration of the above recitals, the terms and conditions set forth below and other for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Grant of Easement to Lodder.** CPB hereby quitclaims to Lodder a non-exclusive easement on, over, and across a portion of the CPB Property, which is more particularly described on Exhibit "C," attached hereto and incorporated herein (the "**Fence Easement**"), to plan, install, and construct a chain-link fence (the "**Fence**"), and thereafter maintain, operate, inspect, alter, remove, replace, and protect the same. The Fence will be located approximately three (3) feet from the northern property line of the CPB Property and will allow for a three (3) foot maintenance area on either side of the fence.
2. **Grant of Easement to CPB.** Lodder hereby quitclaims to CPB a non-exclusive easement on, over, and across a portion of the Lodder Property, which is more particularly described on Exhibit "D," attached hereto and incorporated herein (the "**Ditch Easement**"), to use the Irrigation Ditch for the drainage and transportation of water and the road adjacent thereto.
3. **Access by Lodder.** Lodder and its employees, agents, servants, contractors or consultants ("**Lodder's Parties**") shall have the right to enter upon the Fence Easement to plan, install, construct and maintain the Fence. To accommodate such access, Lodder may place a gate in the Fence. Access to the Fence Easement will be through the Lodder Property. Lodder and Lodder's Parties shall enter upon the Fence Easement at their sole risk and hazard, and Lodder and Lodder's Parties hereby releases CPB from any claims relating to the condition of the Fence Easement and the entry upon the Fence Easement by Lodder and Lodder's Parties. Lodder and Lodder's Parties shall not have the right to access any portion of the CPB Property other than the Fence Easement.
4. **Access by CPB.** CPB and Farmland Reserve, Inc., Property Reserve, Inc. and any ecclesiastical unit of The Church of Jesus Christ of Latter-day Saints ("**CPB's Related Entities**"), and any entity controlling, controlled by or under control with CPB and CPB's Related Entities ("**Affiliates**"), and the officers, directors, employees, managers, members, agents, employees, servants, contractors, consultants, successors, and assigns of CPB, CPB's Related Entities and their Affiliates (collectively, "**CPB's Parties**") shall have the right to enter upon the Ditch Easement to use and maintain the Ditch and the road. CPB and CPB's Parties shall have the right to enter upon the Lodder Property to the extent necessary to have access and use of the Ditch Easement. CPB and CPB's Parties will access and use Lodder's Property and the Ditch Property at their sole risk and hazard, and CPB and CPB's Parties hereby release Lodder from any claims relating to the condition of the Ditch Easement, subject to Lodder's maintenance responsibilities hereunder.
5. **Construction of Fence.** Lodder, at its sole cost and expense, will expeditiously design and construct the Fence in a diligent and good workmanlike manner. The design and material of the Fence is subject to CPB's prior review and approval, which shall not be unreasonably withheld or delayed.
6. **Maintenance.** Lodder, at its sole cost and expense, will maintain and repair the Fence, the Ditch and the road in good order and condition. Lodder agrees to repair any damage to the Fence Property caused by any activity by Lodder and Lodder's Parties and otherwise restore such property to the same or substantially the same condition that it was in prior to such work or activity by Lodder and Lodder's Parties.

7. **Compliance with Laws.** Both parties shall comply with any and all Legal Requirements. "Legal Requirements" means all present or future laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law or treaty now or hereafter in force regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources, which now or at any time hereafter may be applicable to the Property, the Easement Property, or either party.

8. **Liens.** Each party ("Indemnifying Party") agree to keep the property of the other party ("Indemnified Party") free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for such party. The Indemnifying Party hereby indemnifies, holds harmless and agrees to defend the Indemnified Party from and against any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to or for the Indemnified Party or persons claiming under the Indemnified Party. The Indemnifying Party shall require any contractor or other person performing work on the property of the Indemnified Party to be licensed by the state of Utah and to obtain a performance, completion and payment bond naming the Indemnified Party as an additional obligee and releasing the property of the Indemnified Party from any lien claimed, which bond shall be in an amount equal to one and one-fourth (1-1/4) times the estimated cost of such work. If the Indemnifying Party shall be in default in paying any charge for which a bond or other lien claim has been filed and shall not have given the Indemnified Party security to protect the property of the Indemnified Party, then the Indemnified Party may, but shall not be obligated to, pay the claim. Any costs and attorneys' fees incurred by Indemnified Party in connection therewith, shall be immediately due and owing from the Indemnifying Party to the Indemnified Party.

9. **Indemnification.** CPB agrees to indemnify, defend (with counsel acceptable to Lodder) and hold harmless Lodder from and against any and all encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of: (i) the acts and omissions of CPB and CPB's Parties on the Ditch Easement; and (ii) the use of the Ditch Easement by CPB. Lodder agrees to indemnify, defend (with counsel acceptable to the Indemnified Party) and hold harmless CPB and CPB's Parties from and against any and all encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of: (i) the acts and omissions of Lodder and Lodder's Parties; (ii) the use of the Fence Easement by Lodder or Lodder's Parties; and (iii) any work performed on the Fence Easement by Lodder and Lodder's Parties. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

10. **Termination of Agreement.** CPB may terminate this Agreement as it applies to any portion of the CPB Property at any time upon three (3) months prior written notice to Lodder; provided, however, this Agreement shall not terminate as to the remainder of the CPB Property and as to CPB's rights to use the Ditch Easement so long as the Ditch benefits any portion of the CPB Property. On or before the termination of this Agreement, Lodder shall remove or relocate the Fence

placed upon the Fence Easement to another location mutually decided by the parties. Lodder shall repair any damage caused by the removal of the Fence and restore the Fence Easement to substantially the same condition as it existed as of the date of this Agreement.

11. **Notices.** All notices and other communications hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or at such other address as the parties may designate by written notice in the above manner:

To CPB:

Corporation of the Presiding Bishop
of The Church of Jesus Christ of Latter-day Saints
c/o Property Reserve Inc.
10 East South Temple
Salt Lake City, UT 84133
Fax No. (801) 240- 5881

with a copy to:

Kirton & McConkie
Attn: Denis R. Morrill
1800 Eagle Gate Plaza
60 East South Temple
Salt Lake City, Utah 84111
Fax No. (801) 321-4893

To Lodder:

Cornelius P. Lodder
399 Brentwood Lane
Bountiful, Utah 84010
Tel (801) 295-5668

Communications may also be given by fax, provided the communication is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery.

12. **Remedies.** If either party fails to comply with the terms and conditions of this Agreement, the other party may exercise any rights and remedies available at law or in equity, including, but not limited to, seeking specific performance or injunctive relief.

13. **Recording.** Either party may record the fully-executed original of this Agreement in the County Recorder's Office of Davis County, State of Utah.

14. **Running with Land.** The terms and conditions of this Agreement shall run with the land and shall benefit and be binding on the CPB Property and the Lodder Property, and shall inure to the benefit of and be binding on the parties' successors and assigns.

15. **Governing Law.** This Agreement shall be interpreted and governed in accordance with the laws of the State of Utah. Venue for any legal proceedings concerning this Agreement shall be in Salt Lake County, State of Utah. In the event of any legal proceedings associated with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

16. **No Public Dedication.** Nothing contained in this Agreement will be deemed to be a gift or a dedication of any portion of the Fence Easement or the Ditch Easement to the general public or for the use of the general public or for any public purpose whatsoever, it being the intent of the parties that this Agreement be strictly limited to and for the purposes expressed herein.

17. **Miscellaneous.** This Agreement contains all of the representations, understandings and agreements of the parties with respect to matters contained herein, and represents the complete and final understanding of the parties and supercedes any and all prior and contemporaneous representations, discussions or understandings between them. The recitals are hereby incorporated into this Agreement. This Agreement may only be amended by a written instrument signed by both parties. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party. Each party represents and warrants to the other party that they have been represented by, and have had the opportunity to consult with, legal counsel in connection with the review, negotiation and execution of this Agreement. Any failure of either party to enforce rights or seek remedies upon any default of the other party with respect to the rights, duties and obligations hereunder, or any of them, will not prejudice or affect the rights or remedies of such party to enforce its rights regarding such default or any subsequent default by the other party. Each party represents and warrants that it is the owner of the its respective property, that it is authorized to grant the rights hereby granted to the other party, and that no additional party needs to consent or agree to the grant of the rights herein granted. The obligations, indemnifications, releases and warranties of the parties shall survive the expiration or earlier revocation of the Agreement. Each of the individuals who have executed this Agreement represents and warrants that he or she is duly authorized to execute this Agreement on behalf of CPB or Lodder as the case may be; that all corporate, partnership, trust or other action necessary for such party to execute and perform the terms of this Agreement have been duly taken by such party; and that no other signature and/or authorization is necessary for such party to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, CPB and Lodder have caused this Easement Agreement to be executed as of the date first above written.

CORPORATION OF THE PRESIDING BISHOP OF
THE CHURCH OF JESUS CHRIST OF LATTER-
DAY SAINTS, a Utah corporation sole

By: *Mark B. Gibbons* ^{PC}
Name (Print) Mark B Gibbons
Its: Authorized Agent Authorized Agent

Lodder, a _____

By: *C P Lodder*
Name (Print) C P Lodder
Its: Authorized Agent

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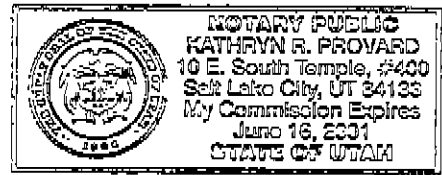
Tax Id Nos.: 08-067-0001; 08-057-0009; 08-028-0044; 08-025-0001;
08-025-0002; 08-022-0003; 08-065-0007; 08-024-0014;
08-059-0017; 08-065-0031; 08-026-0028; 08-066-0001;
08-025-0009; 08-025-0010; 08-025-0011; 08-025-0012;
08-025-0015; 08-057-0011

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 10 day of May, 2001, personally appeared before me Mark B. Ribbons, personally known to me to be the Authorized Agent of the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah Corporation Solc, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said Corporation, that the seal impressed on the within instrument is the seal of said corporation, and the said Mark B. Ribbons acknowledged to me that the said Corporation executed the same.

Kathryn R. Provard
Notary Public for Utah

Commission expires: 6/16/01



STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 10 day of May, 2001, before me, a Notary Public in and for said State, personally appeared C.P. Lodder, who being duly sworn did say that he is the _____ of Lodder, and that the within instrument was signed on behalf of said entity by authority of its Articles of Incorporation and duly acknowledged to me that the said entity executed the same.

Kathryn R. Provard
Notary Public for Utah

Commission expires: 6/16/01

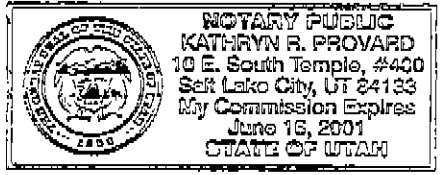


EXHIBIT "A"

Commencing at the Northwest corner of the Southeast 1/4 of Section 15, in Township 3 North, Range 1 West, of the Salt Lake Meridian, and thence running West 7.95 chains; thence South 20 chains, thence East 12.95 chains; thence North 11° 45' West 20.42 chains, thence West 1.75 chains to the place of beginning, containing 23.47 acres. Also, all of the rest of Lots 2 and 3 of Section 15, Township 3 North, Range 1 West, Salt Lake Meridian, 50 acres.

Also, Commencing at the Southeast corner of the Northeast 1/4 of Section 15, in Township 3 North of Range 1 West, Salt Lake Meridian, and running thence North 7.52 chains to the South line of a certain 4 rod street thence West on said line of street 2.74 chains, thence South 6.45 chains, thence South 20° 30' East 1.20 chains, thence East 2.39 chains to the point of commencement, being Block 18 of E.F. Rose's Survey and containing 1.86 acres of land.

Also, Commencing at a point 11.91 chains West from the said Southeast corner of the Northeast 1/4 of Section 15, in Township 3 North of Range 1 West, Salt Lake Meridian, and running thence North 20° 45' West 1.27 chains, thence West 14 chains, thence South 11° 30' East 1.18 chains, thence East on the South line of said 1/4 Section, 14.19 chains to the point of beginning, being block 20 of said E.F. Rose's Survey, containing 1.55 acres of land.

Also, Commencing at a point 10.94 chains South and 7.92 chains West from the said Northeast corner of said Southeast 1/4 of said Section 15, and running thence North 20° 45' West 11.70 chains, thence West 14.19 chains, thence South 11° 30' East 11.22 chains, thence East 16.32 chains, more or less to point of commencement, being Block 3, of Wilcox's Survey, containing 16.60 acres of land.

Also, Commencing at the Northwest corner of the Southwest 1/4 of Section 14, Township and Range aforesaid, and running thence North 7.52 chains to the South line of certain 4 rod street, thence East along said line of street 7 chains, thence South along the West line of said street 8.50 chains to lands of J. E. Robinson, thence West 6.50 chains, thence in a Southwesterly direction, 2.13 chains, thence North 2.90 chains to the point of commencement and containing 5.30 acres, more or less.

Also, Commencing at a point 2.39 chains West from the Northwest corner of the Southwest 1/4 of Section 14, thence South 32° East 2.31 chains, thence West 10.23 chains, thence North 20° 45' West 3.46 chains, thence South 89° 45' East 9.48 chains, thence South 20° 30' East 1.20 chains to the point of commencement, containing 3 acres of land.

Also, Commencing 8.52 chains North from the Northwest corner of the Southwest 1/4 of Section 14, Township 3 North, Range 1 West, Salt Lake Meridian, thence East 2.20 chains, thence North 12° 30' East 5.10 chains, thence West 5.10 chains, thence South 5 chains, thence East 1.73 chains to the point of commencement, containing 2.06 acres of land, more or less.

Also, Beginning at the Southwest corner of the Northeast 1/4 of Section 15, in Township 3 North of Range 1 West, of the Salt Lake Meridian, U.S. Survey, and running thence East 13.56 chains, thence North 11° 30' West 1.18 chains, thence East 23.48 chains, thence North 6.45 chains to the South line of a certain 4 rods street, thence West on South line of said street 36.96 chains to the 1/4 Section line, thence South 6.13 chains to the point of beginning, being Block 17, containing 23.25 acres, also Block 21, containing .86 of an acre, and Block 22, containing .66 of an acre all of E. F. Rose's Survey, which said survey comprises the Northeast 1/4 of said Section 15.

Also, Commencing at a point 74 links East and 50 links South from the Northeast corner of the Southeast 1/4 of Section 15, Township 3 North, Range 1 West, Salt Lake Meridian, and running thence East 6.50 chains, thence South 10.61 chains, thence West 15.03 chains,

SW 1/4 15 3N-1W
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NE 15
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0005

NE 15
08-067-0005
Pt

SE 15
08-067-
0005 Pt

W 1/2 14
08-057-
0028 Pt

E 1/2 15
Pt 08-067-
0005 Pt

NW 1/4 NE 15
Pt 08-057-
0028 Pt

NE 15
08-065
0016, 0028
0038

SE 15
SW 1/4
08-067-0005 Pt

EXHIBIT "A" (cont'd)

thence North 20° 45' West 9.51 chains, thence East 10.23 chains, thence South 32° 00' East 1.49 chains, thence in a Northeasterly direction 2.13 chains more or less to the point of commencement, containing 16.14 acres, more or less and being a part of the Southeast 1/4 of Section 15, and the Southwest 1/4 of Section 14, Township 3 North, Range 1 West, Salt Lake Meridian.

SE 15
Also, Beginning at a point 19.87 chains South and 10.30 chains West from the Northeast corner of the Southeast 1/4 of Section 15, Township 3 North, Range 1 West, Salt Lake Meridian, and running thence North 11° 40' West 9.20 chains, thence West 5.435 chains, thence South 11° 45' East 9.20 chains, thence East 5.435 chains to the point of beginning. Containing 5.00 acres, more or less.

pt 08-067-0005 pt
Also, Commencing at the Northeast corner of the Southeast 1/4 of Section 15, and running thence West 2.39 chains, thence South 32° East 3.80 chains, thence North 2.90 chains to the point of commencement, being Block 1 of J. D. Wilcox's Survey, and containing .35 of an acre.

pt 08-067-0005 pt
Also, Beginning at the Southeast corner of David W. Adams' land at a point 13.52 chains North and 7.80 chains East from the Northwest corner of the Southwest 1/4 of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, and running thence Northwesterly along the railroad right of way boundary line a distance of 297 feet, more or less, to the Northwest side of the drainage culvert under said railroad right of way, and thence following the water line of the grantors' reservoir in a westerly and Southerly direction to the intersection of Westerly water line of said reservoir with the South line of said David W. Adams' property; thence East to the place of beginning, containing one-half acre of ground, more or less.

SE 15
Also, Beginning at a point 1.75 chains East from the Northwest corner of the Southeast 1/4 of Section 15, Township 3 North, Range 1 West, Salt Lake Meridian, running thence South 11° 45' East 11.22 chains; thence East 11.75 chains; thence North 11° 30' West 11.22 chains; thence West 11.91 chains to the point of beginning, containing 12.93 acres, more or less.

08-067-0001
Also, Beginning 19.87 chains South and 15.735 chains West from the Northeast corner of the Southeast 1/4 of Section 15, Township 3 North, Range 1 West, Salt Lake Meridian, running thence North 11° 45' West 9.20 chains; thence West 18.265 chains, thence South 11° 45' East 9.20 chains; thence East 18.255 chains to the point of commencement, containing 16.26 acres.

08-067-0001 + 0005
Also, Beginning at a point 8.52 chains North and 2.73 chains West from the Southeast corner of the Northeast 1/4 of Section 15, Township 3 North, Range 1 West, Salt Lake Meridian, running thence West 10 chains, thence North 10 chains, thence East 10 chains, thence South 10 chains to beginning, containing 10.00 acres.

08-065-0007
TOGETHER WITH all water and water rights now used in connection with said land or appurtenant thereto or thereunto belonging, including 15 shares of stock in the Haight Bench Irrigation Company and 15 shares of stock in Spring Creek Irrigation Company; water certificates numbered 3673 and 2918 on file with the Utah State Engineer; and also including one flowing well situated on the above described property, and other springs and drainage water which is the source of supply for the two reservoirs situated on the above described property.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

Said tracts of land situate in Lots 2 and 3 of Section 15, Township 3 North, Range 1 West, Salt Lake Meridian, described as follows:

EXHIBIT "A" (cont'd)

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Beginning at the east boundary line of the Grantor's land and the Southwesterly boundary line of Grantee's corridor at a point 2305.0 feet south along the quarter section line from the center of Section 15, T. 3 N., R. 1 W., S.L.M. and running thence N. 37° 36' W. 2909.29 feet along said southwesterly boundary line to the north boundary line of said Grantor's land, thence West 156.27 feet along said North boundary line to the west boundary line of said Grantor's land, thence S. 30° 00' E. 273.65 feet along said west boundary line, thence S. 37° 36' E. 2941.15 feet to the east boundary line of said Grantor's land, thence North 262.23 feet along said east boundary line to the point of beginning; containing 11.170 acres.

Beginning at the east boundary line of the Grantor's land at a point 2567.2 feet south along the quarter section line from the center of Section 15, T. 3 N., R. 1 W., S.L.M. and running thence N. 37° 36' W. 2941.15 feet to the West boundary line of said Grantor's land, thence S. 30° 00' E. 551.35 feet and S. 13° 00' E., 528 feet and S. 45° 00' E. 1980 feet along said west boundary line to the east boundary line of said Grantor's land, thence North 61.77 feet along said east boundary line to the point of beginning; containing 9.898 acres. Total 21.068 acres.

SUBJECT to all rights, rights-of-way, easements, covenants, and restrictions of record.

AND THE FOLLOWING:

Beginning at a point on the West line of a 66.0 foot wide street at the Northeast corner of Block 9, of the Erastus F. Rose Survey, which is South 0°03'56" East 757.68 feet along the Section line and North 89°46' 52" West 172.26 feet from the Northeast corner of Section 15, Township 3 North, Range 1 West, Salt Lake Meridian, and running thence North 89°46'52" West 1330.00 feet along the South lines of subdivisions of record to an existing fence; thence South 0°09'01" East 1320 feet, more or less, along said fence line to the North line of a street; thence Easterly along said street 660.0 feet; thence North 0°17'02" East 660.0 feet, more or less; thence South 89°46'52" East 660.0 feet to the West line of said 66.0 foot wide street; thence North 0°17'02" East 660.0 feet along the West line of said street to the point of beginning.

NE 15

Excepting that portion thereof in the D&RG Railroad right of way across the Northeast corner thereof.

08-065-0031

LESS AND EXCEPT that certain real property conveyed by CPB pursuant to the following Deeds:

Special Warranty Deed to Cornelius Peter Lodder and Marie Teresa Lodder to dated as of October 9, 1987 and recorded October 29, 1987 with the Davis County Recorder as Entry Number 0806172 in Book 1201 at Page 529.

Special Warranty Deed to Cornelius Peter Lodder dated April 15, 1993 and recorded May 10, 1993 with the Davis County Recorder as Entry Number 1034246 in Book 1613 at Page 338.

Special Warranty Deed to Cornelius P. Lodder dated as of March 3, 1998 and recorded May 7, 1998 with the Davis County Recorder as Entry Number 1402793 in Book 2289 at Page 48.

Exhibit "B"
(Legal Description of Lodder Property)

All that certain real property conveyed to Cornelius Peter Lodder and Marie Teresa Lodder, as Trustees of the "1984 Lodder Family Trust," and to their successors and assigns as documented by the following deeds:

Warranty Deed dated as of February 19, 1987 and recorded on February 19, 1987 with the Davis County Recorder as Entry Number 0773567 in Book 1145 at Page 955.

Special Warranty Deed dated as of October 9, 1987 and recorded on October 29, 1987 with the Davis County Recorder as Entry Number 0806172 in Book 1201 at Page 529.

Special Warranty Deed dated April 15, 1993 and recorded May 10, 1993 with the Davis County Recorder as Entry Number 1034246 in Book 1613 at Page 338.

Quit-Claim Deed dated as of March 2, 1995 and recorded on March 2, 1995 with the Davis County Recorder as Entry Number 1167924 in Book 1852 at Page 870.

Quit-Claim Deed dated as of May 9, 1996 and recorded May 13, 1996 with the Davis County Recorder as Entry Number 1248057 in Book 2000 at Page 1279.

Special Warranty Deed dated March 3, 1998 and recorded on May 7, 1998 with the Davis County Recorder as Entry Number 1402793 in Book 2289 at Page 48.

Exhibit "C"
(Legal Description of Fence Easement)

A 6.00 foot wide strip of land located in the South Half of Section 15, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah described as follows:

BEGINNING at the Center of Section 15, Township 3 North, Range 1 West, Salt Lake Base and Meridian and running thence along the north line of the South Half of said Section 15 West 1,767.20 feet to the west line of the grantors property; thence along said west line South $37^{\circ}17'37''$ East 7.54 feet to a point 6.00 feet perpendicularly distant southerly from said north line; thence parallel with said north line East 1,762.63 feet; thence parallel with said north line South $89^{\circ}57'52''$ East 931.10 feet to the southerly extension of the east line of that property described in Book 2289 at Page 48 of the Davis County records; thence along said east line North $00^{\circ}16'01''$ East 6.00 feet to the southeast corner of said property and said north line; thence along said north line North $89^{\circ}57'52''$ West 931.13 feet to the POINT OF BEGINNING.

Containing 16,173 square feet or 0.371 acres.

Exhibit "D"
(Legal Description of Ditch Easement)

A 25 foot wide strip of land located in the North Half of Section 15, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah described as follows:

BEGINNING at the Center of Section 15, Township 3 North, Range 1 West, Salt Lake Base and Meridian and running thence along the south line of the North Half of said Section 15 West 2,220.00 feet to the west line of the Grantors property; thence along said west line North $27^{\circ}06'07''$ West 28.08 feet to a point 25.00 feet perpendicularly distant northerly from said south line; thence parallel with said south line East 2,232.80 feet; thence parallel with said south line South $89^{\circ}57'52''$ East 931.24 feet to the east line of that property described in Book 2289 at Page 48 of the Davis County records; thence along said east line South $00^{\circ}16'01''$ West 25.00 feet to the southeast corner of said property and said south line; thence along said south line North $89^{\circ}57'52''$ West 931.13 feet to the POINT OF BEGINNING.

Containing 78,932 square feet or 1.812 acres.