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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH

CALLISTER NEBEKER & MCCULLOUGH
10 E SOUTH TEMPLE STE 900
SLC UT 84133
BY: KSR, DEPUTY - WI 24 P.

EASEMENT AGREEMENT

24-18

S THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into this day of August, 2008, by and between BRADY/MORGAN, LLC, a Utah limited liability company ("Brady/Morgan LLC"), whose address is 3208 N. 2200 West, Salt Lake City, Utah 84116; KYLE'S LLC, a Utah limited liability company ("Kyle's LLC"), whose address is 3208 N. 2200 West, Salt Lake City, Utah 84116; LAVAL D. FAMILY LLC, a Utah limited liability company ("LaVal LLC"), whose address is 3208 N. 2200 West, Salt Lake City, Utah 84116; LAVAL ASHWORTH LLC, a Utah limited liability company ("Ashworth LLC"); DIANE R. DRECHSEL, for herself and as trustee of the Diane R. Drechsel-Trust dated May 15, 2008 ("Diane"), whose address is 3208 N. 2200 West, Salt Lake City, Utah 84116; THE ESTATE OF LAMAR DRECHSEL ("LaMar's Estate"), whose address is 3208 N. 2200 West, Salt Lake City, Utah 84116; L. KYLE DRECHSEL ("Kyle"), whose address is 3198 North 2200 West, Salt Lake City, Utah 84116; and LAVAL H. DRECHSEL ("LaVal"), whose address is 3008 North 2200 West, Salt Lake City, Utah 84116. Brady/Morgan LLC, Kyle's LLC, LaVal LLC, Diane, Kyle and LaVal are hereinafter sometimes collectively referred to as the "Parties," and each or any of which Parties is hereinafter sometimes individually referred to as a "Party".

RECITALS:

A. Ashworth LLC, the sole owner of which is Diane, and LaVal own or will own that certain real property located in Salt Lake County, Utah and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "South Ashworth Parcel").

B. Brady/Morgan LLC owns that certain real property located in Salt Lake County, Utah and more particularly described in Exhibit "B" attached hereto and incorporated herein by reference (the "Bangerter Parcel").

C. LaVal LLC, the sole owner of which is Diane, owns or will own that certain real property located in Salt Lake County, Utah and more particularly described in Exhibit "C" attached hereto and incorporated herein by reference (the "North Ashworth Parcel").

D. Kyle's LLC, the sole owner of which is Diane, and Kyle own that certain real property located in Salt Lake County, Utah and more particularly described in Exhibit "D" attached hereto and incorporated herein by reference (the "Rudy Parcel").

E. A network of pumps, pipes, ditches, headgates, culvert boxes and related improvements on the Rudy Parcel, the South Ashworth Parcel, the North Ashworth Parcel, and the Bangerter Parcel (sometimes hereinafter individually referred to as a "Parcel" and collectively as the "Parcels"), including those pumps, pipes, ditches, headgates, culvert boxes and related improvements hereinafter described (collectively the "Ditches") are used to draw water from the Jordan River and the canal (the "North Point Canal") owned and operated by the North Point Consolidated Irrigation Company Irrigation Company (the "Irrigation Company") to irrigate and drain the Parcels.

F. The Parcels, Ditches, the Easements, as hereinafter defined, the North Point Canal, and the Jordan River are depicted on that certain Record of Survey Map – Drechsel Properties (the “**Record of Survey Map**”) prepared by Richardson Surveying, Inc. that is attached hereto as Exhibit “E” and incorporated herein by reference.

G. By this Agreement, the Parties desire to make provision for the irrigation and drainage of the Parcels and the creation of certain easements to facilitate the Parties access to and the use, maintenance, operation and replacement of the Ditches for their mutual benefit.

H. Diane and LaMar’s Estate hold two easements (collectively the “**LaVal’s Lane Easements**”) over and across a portion of the 1.47121 acre parcel upon which LaVal’s residence is located at 3208 N. 2200 West, Salt Lake City, Utah that Diane and LaMar’s Estate are willing to terminate, which easements are more particularly described in Exhibit “F” attached and incorporated herein by reference and that certain quit-claim deed recorded on August 22, 2006 as Entry Number 9820439, in Book 9339, at Page 5591 in the Salt Lake County Recorder’s Office.

I. Diane and LaMar’s Estate hold an easement (the “**Kyle’s Lane Easement**”) over and across a portion of the 1.47121 acre parcel upon which Kyle’s residence is located at 3208 N. 2200 West, Salt Lake City, Utah that Diane is willing to terminate, which easements are more particularly described in Exhibit “G” attached and incorporated herein by reference and that certain quit-claim deed recorded on August 22, 2006 as Entry Number 9820440, in Book 9339, at Page 5593-5594.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the receipt and legal sufficiency of which are hereby acknowledged by the Parties hereto, the Parties to this Agreement do hereby agree as follows:

1. Grant of Easements.

(a) **East Ashworth Ditch Easement for Access and Irrigation Purposes over the Easterly End of the South Ashworth Parcel:** Ashworth LLC and LaVal, as grantors, hereby grant to Brady/Morgan LLC, as grantees, for the benefit of the Bangerter Parcel, a nonexclusive easement under, through and across that certain portion of the South Ashworth Parcel more particularly described in Exhibit “H attached hereto and incorporated herein by reference (“**East Ashworth Ditch Easement**”) for irrigation, ditch bank maintenance and subsurface drainage purposes and to provide access to and use of the concrete irrigation ditch (the “**East Bangerter Ditch**”) running north from the northeast corner of the Rudy Parcel along the eastern boundary of the South Ashworth Parcel to approximately the southeast corner of the North Ashworth Parcel.

(b) **East Bangerter Ditch Easement for Access and Irrigation Purposes Over the Southerly End of the North Ashworth Parcel:** LaVal LLC, as grantor, hereby grants to Brady/Morgan LLC, as grantees, for the benefit of the Bangerter Parcel, a nonexclusive easement under, through and across that certain portion of the North Ashworth Parcel more particularly described in Exhibit “I attached hereto and

incorporated herein by reference (the “**East Bangerter Ditch Easement**”) for irrigation, ditch bank maintenance and subsurface drainage purposes and to provide access to and use of the concrete irrigation ditch (the “**East Bangerter Ditch**”) running west from the southeast corner of the North Ashworth Parcel along the southern boundary of the North Ashworth Parcel to approximately the southeast corner of the Bangerter Parcel.

(c) **South Ashworth Ditch Easement for Access, Ditch Bank Maintenance and Irrigation Purposes over a Portion of the Southerly Side of the South Ashworth Parcel:** Ashworth LLC and LaVal, as grantors, hereby grant to (i) Brady/Morgan LLC, as grantees, for the benefit of the Bangerter Parcel, and (ii) Kyle and Kyle’s LLC, as grantees, for the benefit of the Rudy Parcel, a nonexclusive easement under, through and across that certain portion of the South Ashworth Parcel more particularly described in Exhibit “J” attached hereto and incorporated herein by reference (the “**South Ashworth Ditch Easement**”) for irrigation, ditch bank maintenance and subsurface drainage purposes and to provide access to and use of the concrete irrigation ditch (the “**South Ashworth Ditch**”) running west from the southeast corner of the South Ashworth Parcel slightly north of the boundary line between the Rudy Parcel and the South Ashworth Parcel to the western bank of the S.L.C. Drainage Canal.

(d) **Easement for Point of Diversion No. 1 for Delivery of North Point Irrigation Water to South Ashworth Parcel:** Kyle and Kyle’s LLC as grantors, hereby grant to LaVal, and Ashworth LLC, as grantees, for the benefit of the South Ashworth Parcel, a nonexclusive easement under, through and across that certain portion of the Rudy Parcel more particularly described in Exhibit “K” as “EASEMENT FOR POINT OF DIVERSION No. 1” (the “**Diversion Point No. 1 Easement**”) for irrigation purposes and to provide access to the North Point Canal for the purpose of delivering water from the North Point Canal to the South Ashworth Parcel.

(e) **Easement for Point of Diversion No. 2 for Delivery of North Point Irrigation Water to the North & South Ashworth Parcels:** Kyle and Kyle’s LLC as grantor, hereby grants to LaVal and Ashworth LLC, as grantees, for the benefit of the North Ashworth Parcel and the South Ashworth Parcel, a nonexclusive easement under, through and across that certain portion of the Rudy Parcel more particularly described in Exhibit “K” as “EASEMENT FOR POINT OF DIVERSION No. 2” (the “**Diversion Point No. 2 Easement**”) for irrigation purposes and to provide access to the North Point Canal and the irrigation ditch (the “**North Rudy Ditch**”) running east from the northern terminus of the North Point Canal along the northern boundary of the Rudy Parcel to the S.L.C. Drainage Canal for the purpose of delivering water from the North Point Canal to the North Ashworth Parcel and the South Ashworth Parcel.

(f) **Easement over the Southerly End of the Bangerter Parcel for Access, Irrigation, Ditch Maintenance and Subsurface Drain Purposes.** Brady/Morgan LLC, as grantor, hereby grants to LaVal, Ashworth LLC, Kyle and Kyle’s LLC as grantees, for the benefit of the Rudy Parcel and the South Ashworth Parcel, a nonexclusive easement under, through and across that certain portion of the Bangerter Parcel more particularly described in Exhibit “L” attached hereto and incorporated herein by reference (the “**Rudy & South Ashworth Drainage Easement**”) for subsurface drainage purposes and to

provide access to and use of the drain pipes running east from the southwest corner of the Bangerter Parcel along the southerly boundary of the Bangerter Parcel to the S.L.C. Drainage Canal.

(g) **Easement Mid Ashworth Ditch:** LaVal and Ashworth LLC as grantor, hereby grants to Brady/Morgan LLC, Kyle and Kyle's LLC, as grantees, for the benefit of the Rudy Parcel and the Bangerter Parcel, a nonexclusive easement under, through and across that certain portion of the South Ashworth Parcel more particularly described in Exhibit "M" as the "MID ASHWORTH DITCH EASEMENT" (the "**Mid Ashworth Ditch Easement**") for irrigation and drainage purposes and to provide access to and use of the irrigation ditch and pipe (the "**Mid Ashworth Ditch**") running north from the North Rudy Ditch to the western terminus of the South Ashworth Ditch for the purpose of delivering water from the North Point Canal to the Rudy Parcel and the Bangerter Parcel.

The East Ashworth Ditch Easement, the East Bangerter Ditch Easement, the South Ashworth Ditch Easement, the Easement for Point of Diversion No. 1, the Easement for Point of Diversion No. 2, the Rudy & South Ashworth Drainage Easement, and The Mid Ashworth Ditch Easement are sometimes hereinafter individually referred to as an "**Easement**" and collectively as the "**Easements.**"

2. **Termination of Easements.** Diane and LaMar's Estate have no further need for the LaVal's Lane Easements and the Kyle's Lane Easement and hereby cancel and terminate the LaVal's Lane Easements and the Kyle's Lane Easement.

3. **Irrigation of the Parcels and Maintenance, Replacement and Operation of Ditches.** Each Party or Parties that owns a Parcel upon which a Ditch or Ditches is located shall be responsible for cleaning and general maintenance of the Ditch or Ditches located on the Parcel in good condition and repair. In the event a Ditch or Ditches requires major maintenance or replacement in order to bring the Ditch or Ditches to at least their current condition as of the date hereof, the Parties shall obtain three (3) bids from subcontractors to make said major repair or replacement and the cost thereof shall be divided equally between Kyle, Kyle's LLC, and Brady/Morgan LLC on the one hand, and Laval, Laval LLC, and Ashworth LLC on the other. The subcontractor making said major repairs and replacements shall be provided with access to the Ditches and Easements to make said repairs and replacements. The Parties agree to cooperate with each other in good faith in the use of the water from the North Point Canal and the Jordan River, the irrigation of the Parcels, the use and maintenance of the Ditches and the Easements, and the sowing, growing, cutting, drying and bailing of hay on the Parcels. The Parties also agree to irrigate the Parcels in accordance with such water turn schedule as the Parties and the North Point Canal's water master may reasonably establish from time to time and in compliance with all present and future rules, regulations and requirements of the Brighton Irrigation Company and the Irrigation Company, maintain the Ditches and the Easements in good order and repair, and use the Ditches and the Easements in a reasonable and prudent manner in order to preserve the Ditches in good condition and repair, facilitate the irrigation of the Parcels, and avoid damage or impairment to the Ditches, the Easements, the Parcels and the crops being grown thereon. In the event any of the Parties intentionally or negligently damages the Ditches, said Party shall be responsible for the repair of such damage.

event any of the Parties intentionally or negligently damages the Ditches, said Party shall be responsible for the repair of such damage.

4. **Appurtenant Easements.**

(a) **Appurtenant Easements.** The rights and easements granted hereunder shall (i) constitute servitudes on the Parcels, (ii) be appurtenant to the Parcels, (iii) run with the land, (iv) bind and inure to the heirs, assigns, successors, principals, tenants, and personal representatives of the Parties, and (v) be used by the Parties for irrigation and subsurface drainage purposes and access to and the use and operation of the Ditches for their mutual benefit, including, without limitation, drawing water from the North Point Canal and the Jordan River.

(b) **Covenants Running with the Land.** The covenants, provisions and requirements hereof are intended to be and shall constitute covenants running with the land, and shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, assigns, successors, principals, tenants, and personal representatives.

(c) **Transferees Assume Obligations:** Any transferee of all or any part of a Parcel or Parcels shall automatically be deemed, by acceptance of title to or the applicable interest therein, to have assumed all obligations of this Agreement relating thereto to the extent of the interest in such Parcel arising from and after the date it takes title and to have agreed with the then owner or owners of any other portion of the Parcels to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement and the transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement except liability with respect to matters that may have arisen during its period of ownership of such Parcel or part thereof so conveyed that remain unsatisfied.

5. **Default.** In the event of a default by a Party to this Agreement in the performance of its obligations, the non-defaulting Party or Parties shall give written notice to the defaulting Party designating such asserted default. The defaulting Party shall have a period of five (5) days following receipt of said notice within which to correct the default. In the event that the defaulting Party shall fail to correct such default within said five (5) day period, the non-defaulting Party shall have the right: (i) by legal action to compel performance by the defaulting Party of its obligations hereunder; or (ii) to recover damages from the defaulting Party resulting from said default or to pursue any other remedy available under the laws of the State of Utah.

6. **General Provisions:**

(a) **Notices.** All notices and other communications provided for or permitted under this Agreement shall be sent by first-class certified mail, return receipt requested, postage prepaid to the Parties addressed as follows:

If to Brady/Morgan LLC, Kyle's LLC, Diane Drechsel
LaVal LLC, Ashworth LLC and Diane: 3208 N. 2200 West
Salt Lake City, Utah 84116

If to Kyle:

L. Kyle Drechsel
3198 North 2200 West
Salt Lake City, Utah 84116

If to LaVal:

LaVal Drechsel
3008 North 2200 West
Salt Lake City, Utah 84116

Any party may, by notice given in the manner specified in this Section 8, specify a different address to which notices are to be given pursuant to this Agreement.

(b) **Governing Law.** This Agreement and the performance thereof shall be governed and interpreted by and in accordance with the laws of the State of Utah.

(c) **Partial Invalidity.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to any other person or circumstance shall not be affected thereby.

(d) **Waivers.** Failure or delay of the parties to complain of any act or omission on the part of the other party shall not be deemed to be a waiver by said party of its rights hereunder. No waiver by the parties at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to a subsequent breach of the same or any other provision.

(e) **Sole Agreement.** This Agreement is and shall be considered to be the only agreement and understanding between the parties hereto with respect to the Easements. All negotiated and oral agreements acceptable to both parties with respect to the Easements and the preservation and maintenance and operation of the Ditches have been incorporated herein. This Agreement may not be amended or modified by an act or conduct of the parties, or by oral agreement, but only by writing agreed to by both parties.

(f) **Costs and Expenses.** The costs, including reasonable attorneys fees, of any action taken to enforce any of the terms or provisions of this Agreement by filing suit or otherwise, shall be borne by that party found by final decision in such action and upon the expiration of all appeals periods to be in default.

(g) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

Executed as of the day and year first above written.

LAVAL LLC:

LAVAL D. FAMILY LLC, a Utah limited liability company

By: 
DIANE R. DRECHSEL, MANAGER

LAVAL:


LAVAL H. DRECHSEL

DIANE:


DIANE R. DRECHSEL

KYLE:


L. KYLE DRECHSEL


BRADY/MORGAN LLC:

BRADY/MORGAN LLC, a Utah limited liability company

By: 
DIANE R. DRECHSEL, MANAGER

LAMAR'S ESTATE:

THE ESTATE OF LAMAR DRECHSEL

By: 
DIANE R. DRECHSEL, PERSONAL REPRESENTATIVE

ASHWORTH LLC:

LAVAL ASHWORTH LLC, a Utah limited liability company

By: 
DIANE R. DRECHSEL, MANAGER

KYLE'S LLC:

KYLE'S LLC, a Utah limited liability company


By: 
DIANE R. DRECHSEL, MANAGER

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

On the 5th day of August, 2008, personally appeared before me DIANE R. DRECHSEL, the manager of LAVAL LLC, a Utah limited liability company, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

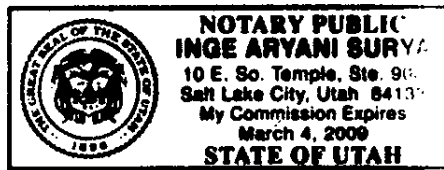
My Commission Expires:

Residing At:



NOTARY PUBLIC

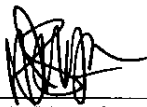
STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)



On the 5th day of August, 2008, personally appeared before me LAVAL H. DRECHSEL, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

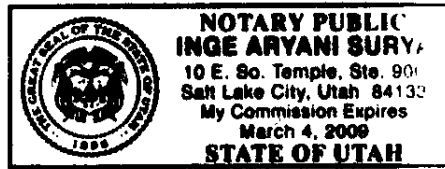
My Commission Expires:

Residing At:



NOTARY PUBLIC


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



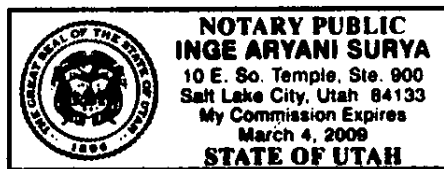
On the 5th day of August, 2008, personally appeared before me DIANE R. DRECHSEL, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

My Commission Expires:

Residing At:



NOTARY PUBLIC



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

On the 5th day of August, 2008, personally appeared before me L. KYLE DRECHSEL, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

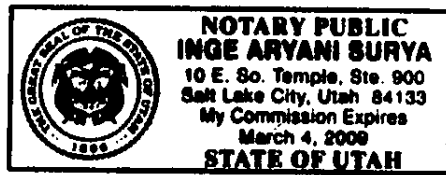
My Commission Expires:



Residing At:

NOTARY PUBLIC

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



On the 5th day of August, 2008, personally appeared before me DIANE R. DRECHSEL, the manager of BRADY/MORGAN LLC, a Utah limited liability company, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

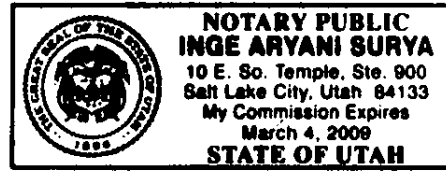
My Commission Expires:



Residing At:

NOTARY PUBLIC

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



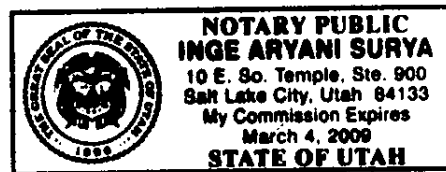
On the 5th day of August, 2008, personally appeared before me DIANE R. DRECHSEL, the personal representative of THE ESTATE OF LAMAR DRECHSEL, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My Commission Expires:



Residing At:

NOTARY PUBLIC



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

On the 5th day of August, 2008, personally appeared before me DIANE R. DRECHSEL, the manager of LAVAL ASHWORTH LLC, a Utah limited liability company, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

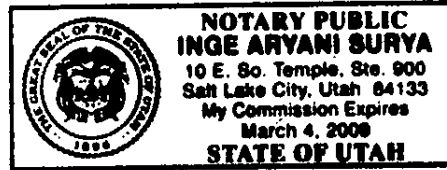
My Commission Expires:



Residing At:

NOTARY PUBLIC

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



On the 5th day of August, 2008, personally appeared before me DIANE R. DRECHSEL, the manager of KYLE'S LLC, a Utah limited liability company, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

My Commission Expires:



Residing At:

NOTARY PUBLIC

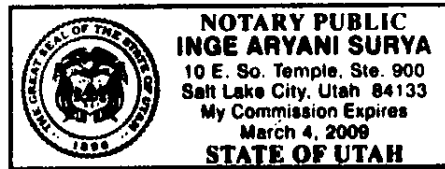


EXHIBIT "A"

DESCRIPTION OF SOUTH ASHWORTH PARCEL

That certain real property located in Salt Lake County, Utah and more particularly described as follows:

Beginning at a point South 89°59'47" West 1320.275 feet along the Section line and North 00°03'34" East 1646.197 feet and North 89°10'38" East 6.858 feet from the Southeast Corner of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence North 89°10'38" East 752.083 feet; thence North 86°51'36" East 557.694 feet along an old fence; thence North 26°53'59" East 160.146 feet; thence North 86°38'36" East 1008.252 feet; thence along the westerly bank of the Jordan River for the following four courses:

1. North 01°58'47" West 181.007 feet,
2. North 03°53'10" East 92.250 feet,
3. North 12°01'22" East 101.948 feet, and
4. North 25°47'36" East 55.129 feet; thence South 86°13'13" West 829.793 feet; thence South 63°15'26" West 42.486 feet; thence South 86°50'09" West 869.049 feet along the southerly side of an old fence; thence North 00°31'54" West 10.051 feet; thence South 88°42'42" West 702.902 feet; thence South 00°21'47" East 537.956 feet to the point of beginning.

Containing 1,156,418 square feet or 26.54770 acres, more or less.

(The net area of this parcel is 25.07649 Acres, more or less, after subtracting the 1.47121 Acre parcel previously deeded to LaVal Drechsel and described below).

Subject to agricultural designation, restrictions, agreements, easements and rights-of-way of record and use.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED 1.47121 ACRE PARCEL PREVIOUSLY DEEDED TO LAVAL DRECHSEL BY QUIT-CLAIM DEED RECORDED 8/22/2006 AS ENTRY NUMBER 9820439, BOOK 9339 PAGE 5591 OF THE SALT LAKE COUNTY RECORDER'S OFFICE:

Beginning at a point South 89°59'47" West 1320.275 feet along the Section line and North 00°03'34" East 1646.197 feet and North 89°10'38" East 734.380 feet and NORTH 20.001 feet from the Southeast Corner of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence South 89°10'38" West 300.000 feet; thence NORTH 215.796 feet; thence EAST 299.969 feet; thence SOUTH 211.489 feet to the point of beginning.

Containing 64,086 square feet or 1.47121 acres, more or less.

EXHIBIT "B"

DESCRIPTION OF BANGERTER PARCEL

That certain real property located in Salt Lake County, Utah and more particularly described as follows:

Beginning at a point South 00°41'16" West 1307.129 feet along the Section line and North 89°43'09" West 351.978 feet to the centerline of a thirty-five foot wide right-of-way for the Salt Lake City Sewerage and Drainage Canal and South 36°52'34" East 235.969 along said centerline from the Northeast Corner of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian [true basis of bearing of this description: the North Quarter Corner of Section 9 (marked by a Salt Lake County Surveyor's Office brass cap monument) bears North 89°26'23" West 2670.209 feet from said Northeast Corner of Section 9 (marked by a Davis County Surveyor's Office brass cap monument)]; and running thence along said centerline for the following six courses:

1. South 36°52'34" East 825.438 feet,
2. South 42°20'00" East 229.560 feet,
3. South 22°16'10" East 100.030 feet,
4. South 06°33'10" East 103.310 feet,
5. South 08°10'00" West 138.530 feet,
6. South 29°17'41" West 390.930 feet; thence South 63°15'26" West 42.486 feet; thence South 86°50'09" West 869.049 feet along the southerly side of an old fence; thence North 00°31'54" West 619.374 feet; thence EAST 44.880 feet; thence NORTH 951.000 feet; thence EAST 377.867 feet to the point of beginning.

Containing 1,316,815 square feet or 30.22991 acres, more or less.

Subject to agreements, restrictions, easements and rights-of-way of record and use.

EXHIBIT "C"

DESCRIPTION OF NORTH ASHWORTH PARCEL

That certain real property located in Salt Lake County, Utah and more particularly described as follows:

Beginning at a point South 00°41'16" West 1195.838 feet along the Section line from the Northeast Corner of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian [true basis of bearing of this description: the North Quarter Corner of Section 9 (marked by a Salt Lake County Surveyor's Office brass cap monument) bears North 89°26'23" West 2670.209 feet from said Northeast Corner of Section 9 (marked by a Davis County Surveyor's Office brass cap monument)]; and running thence South 00°41'16" West 111.291 feet; thence North 89°43'09" West 351.978 feet to the centerline of a thirty-five foot wide right-of-way for the Salt Lake City Sewerage and Drainage Canal; thence along said centerline for the following six courses:

1. South 36°52'34" East 1061.407 feet,
2. South 42°20'00" East 229.560 feet,
3. South 22°16'10" East 100.030 feet,
4. South 06°33'10" East 103.310 feet,
5. South 08°10'00" West 138.530 feet,
6. South 29°17'41" West 390.930 feet; thence North 86°13'13" East 829.793 feet; thence along the west bank of the Jordan River for the following thirteen courses:

1. North 31°07'24" East 41.872 feet,
2. North 49°54'48" East 148.276 feet,
3. North 03°38'50" East 107.461 feet,
4. North 31°32'22" West 123.743 feet,
5. North 42°13'22" West 510.565 feet,
6. North 29°47'30" West 251.128 feet,
7. North 31°54'01" West 130.802 feet,
8. North 26°39'56" West 264.330 feet,
9. North 12°51'50" West 174.968 feet,
10. North 20°33'11" West 87.084 feet,
11. North 50°03'26" West 84.024 feet,
12. North 70°26'19" West 342.081 feet,
13. North 48°43'40" West 59.160 feet; thence South 89°50'36" West 25.763 feet along an old fence to the point of beginning.

Containing 1,077,433 square feet or 24.73446 acres, more or less.

Subject to agreements, restrictions, easements and rights-of-way of record and use.

Subject to the effects of avulsion caused by the water of the Jordan River.

EXHIBIT "D"

DESCRIPTION OF RUDY PARCEL

That certain real property located in Salt Lake County, Utah and more particularly described as follows:

Beginning at a point on the centerline of 2200 WEST STREET, said point also being South 89°59'47" West 1320.275 feet along the Section line and North 00°03'34" East 1320.020 feet from the Southeast Corner of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence North 00°03'34" East 326.177 feet; thence North 89°10'38" East 758.941 feet; thence North 86°51'36" East 557.694 feet; thence North 26°53'59" East 160.146 feet; thence

North 86°38'36" East 999.252 feet; thence South 10°12'09" East 63.432 feet along the westerly line of the Jordan river Relocation Easement recorded as Entry Number 1969716, Book 2139, page 53 of the Salt Lake County Recorder's Office; thence along the westerly line of UDOT Parcel No.0067:8D:A recorded as entry number 7899500, Book 8458, Page 4883 of said Recorder's Office for the following three courses:

South 44°59'20" West 192.171 feet,

South 30°35'01" West 764.630 feet,

South 20°03'21" West 116.770 feet; thence along an old fence line forming a boundary agreement line for the following three courses:

North 89°51'55" West 631.201 feet,

North 89°42'12" West 441.604 feet,

North 89°50'08" West 528.954 feet; thence North 00°03'34" East 172.866 feet to the south line of RUDY SUBDIVISION; thence North 89°43'42" East 1.995 feet along said south line; thence North 00°03'28" East 221.290 feet along the east line of said SUBDIVISION; thence South 89°28'51" West 233.000 feet along the north line of said SUBDIVISION to the point of beginning.

Containing 1,593,789 sq. ft., or 36.58836 acres, more or less.

Subject to restrictions, easements and rights-of-way of record and use.

D:\ACADPROJ\529F-HINCKLEY\dwg\529F-DRECHSEL-PROPERTIES.dwg 8/5/2008 3:53:52 PM MDT

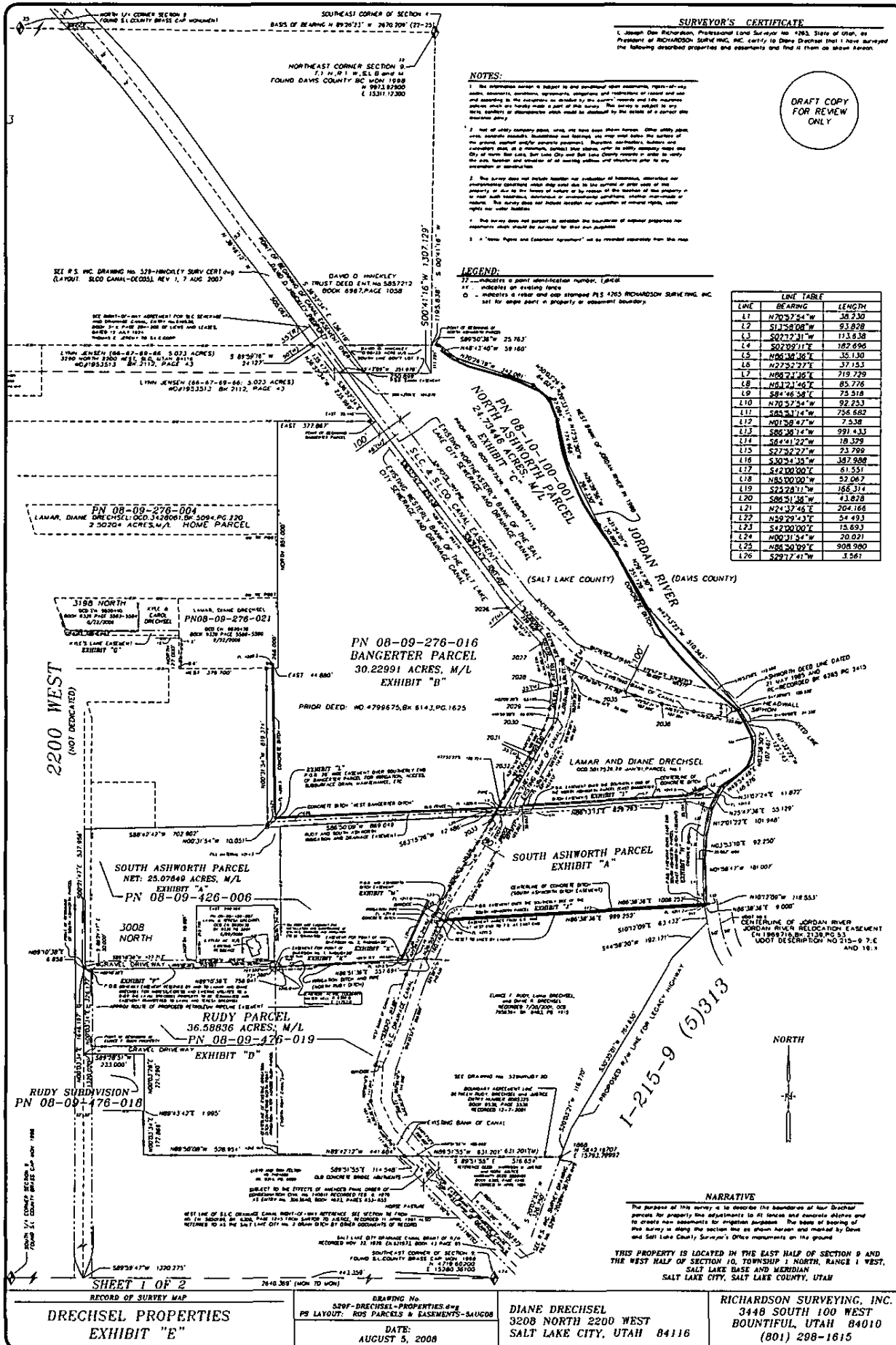


EXHIBIT "B"

BANGERTER PARCEL PER SURVEY JANUARY 3, 2008 TO BE DEEDED TO KYLE DRECHSEL (WEST OF THE SEWERAGE AND DRAINAGE CANAL)

Beginning at a point South 00°41'18" West 1307.129 feet along the Section line and North 89°23'04" West 331.978 feet to the centerline of a thirty-foot wide right-of-way for the Salt Lake City Sewerage and Drainage Canal and East 363.534 feet, 235.868 feet along said centerline from the Northwest Corner of Section 8, Township 1 North, Range 1 West, Salt Lake Base and Meridian (true base of bearing of the description) the North Quarter Corner of Section 8 (marked by a Salt Lake County Surveyor's Office brass cap monument) bears North 89°23'04" West 2670.708 feet from said Northwest Corner of Section 8 (marked by a Davis County Surveyor's Office brass cap monument) and running thence along said centerline for the following distances:

1. South 36°32'34" East 625.438 feet,
2. South 42°20'00" East 228.860 feet,
3. South 22°46'10" East 100.630 feet,
4. South 08°33'10" East 103.310 feet,
5. South 09°01'00" West 138.330 feet,
6. South 29°17'41" West 390.830 feet; thence South 63°19'56" West 42.486 feet; thence North 89°23'04" West 688.049 feet along the easterly side of an old fence; thence North 89°23'04" West 418.374 feet; thence East 44.800 feet; thence North 85°10'00" East 127.887 feet to the point of beginning. Containing 1,316.815 square feet or 30.22888 acres, more or less. Subject to agricultural designations, restrictions, easements and rights-of-way of record and use.

329-ESMT-17-2009-1-120-16AUNE08.doc

SALT LAKE CITY & SALT LAKE COUNTY CANAL EASEMENT

Mr. Hal Stach, P.E. 468-3713
Public Works Department, Engineering Division,
2001 South State Street, Suite 10300
S.L.C. Utah 84149-4800

RE: Easement over the Diana Drechsel and Lynde Rudy property located in Sections 8 and 10, T.1 N., R.1 W., S.24, of approximately 3208 North 2200 West, Salt Lake City, Utah.

Beginning at a point South 02°11'18" West 1307.129 feet along the section line and North 89°13'04" West 350.899 feet from the Northwest Corner of Section 8, Township 1 North, Range 1 West, Salt Lake Base and Meridian (true base of bearing of the description), the North Quarter Corner of Section 8 (marked by a Salt Lake County Surveyor's Office brass cap monument) bears North 89°13'04" West 2670.708 feet from said Northwest Corner of Section 8 (marked by a Davis County Surveyor's Office brass cap monument) and running thence South 36°32'34" East 625.438 feet; thence South 42°20'00" East 228.860 feet; thence South 22°46'10" East 100.630 feet; thence South 08°33'10" East 103.310 feet; thence South 09°01'00" West 138.330 feet; thence South 29°17'41" West 390.830 feet; thence South 63°19'56" West 42.486 feet; thence North 89°13'04" West 688.049 feet along the easterly side of an old fence; thence North 89°13'04" West 418.374 feet; thence East 44.800 feet; thence North 85°10'00" East 127.887 feet to the point of beginning. Containing 1,316.815 square feet or 30.22888 acres, more or less. Subject to agricultural designations, restrictions, easements and rights-of-way of record and use.

329-ESMT-17-2009-1-120-16AUNE08.doc

EXHIBIT "C"

NORTH ASHWORTH PARCEL

Beginning at a point South 00°41'18" West 1185.838 feet along the Section line from the Northeast Corner of Section 8, Township 1 North, Range 1 West, Salt Lake Base and Meridian (true base of bearing of the description) the North Quarter Corner of Section 8 (marked by a Salt Lake County Surveyor's Office brass cap monument) bears North 89°23'04" West 2670.708 feet from said Northwest Corner of Section 8 (marked by a Davis County Surveyor's Office brass cap monument) and running thence South 00°41'18" West 1185.838 feet, thence North 89°23'04" West 301.978 feet to the centerline of a thirty-foot wide right-of-way for the Salt Lake City Sewerage and Drainage Canal (thence along said centerline for the following distances):

1. South 36°32'34" East 1081.407 feet,
2. South 42°20'00" East 228.860 feet,
3. South 22°46'10" East 100.630 feet,
4. South 08°33'10" East 103.310 feet,
5. South 09°01'00" West 138.330 feet,
6. South 29°17'41" West 390.830 feet; thence North 89°13'04" East 628.793 feet; thence along the well bank of the Jordan River for the following distance courses:
7. North 31°02'18" East 418.872 feet,
8. North 49°34'48" East 148.278 feet,
9. North 03°38'30" East 107.461 feet,
10. North 37°32'37" West 123.763 feet,
11. North 47°12'37" West 310.963 feet,
12. North 29°47'20" West 251.129 feet,
13. North 31°54'00" West 330.809 feet,
14. North 26°30'36" West 254.230 feet,
15. North 12°51'50" West 174.868 feet,
16. North 20°23'11" West 82.281 feet,
17. North 50°13'26" West 84.634 feet,
18. North 70°28'18" West 242.081 feet,
19. South 42°20'00" West 58.190 feet; thence South 89°30'36" West 25.763 feet along an old fence to the point of beginning.

Containing 1,077.433 square feet or 24.73446 acres, more or less. Subject to agricultural designations, restrictions, easements and rights-of-way of record and use. Subject to the effects of erosion caused by the water of the Jordan River.

329-SOUTH-ASHWORTH-16AUNE08.doc

EXHIBIT "D"

EASEMENT FOR PROPERTY PER SURVEY NO. 20090120 (AFTER LEGACY HIGHWAY REALIGNMENT) (SEE R.S.M.C. DRAWING NO. 20090120, DATED AUGUST 18, 2009)

Beginning at a point on the centerline of 2200 WEST STREET, said point also being South 89°24'47" West 1320.273 feet along the Section line and North 00°03'34" East 1230.020 feet from the Southeast Corner of Section 8, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence North 00°03'34" East 328.177 feet; thence North 89°23'04" East 756.841 feet; thence North 89°23'04" East 557.684 feet; thence North 20°23'11" West 162.148 feet; thence North 89°23'04" East 688.049 feet; thence North 02°11'18" West 43.432 feet along the westerly line of the Jordan River (location of the Jordan River recorded on Entry Number 1989796, Book 2178, page 51 of the Salt Lake County Recorder's Office); thence along the westerly line of 14001 PARKWAY (a portion of an entry number 7989500, Book 2436, page 482 of said Recorder's Office) for the following three courses:

1. North 41°32'07" West 162.170 feet,
2. South 30°32'07" West 784.300 feet,
3. South 20°23'11" West 116.270 feet; thence along an old fence line forming a boundary agreement line for the following three courses:
4. North 89°13'04" West 631.201 feet,
5. North 89°13'04" West 448.604 feet,
6. North 89°20'00" West 328.814 feet; thence North 00°03'34" East 172.864 feet along said south line; thence North 00°03'34" East 321.900 feet along the east line of said SUBDIVISION; thence North 89°23'04" West 323.000 feet along the north line of said SUBDIVISION to the point of beginning. Containing 1,563,788 sq. ft. or 35.58838 acres, more or less. Subject to agricultural designations, easements and rights-of-way of record and use.

329-ESMT-17-2009-1-120-16AUNE08.doc

EXHIBIT "A"

SOUTH ASHWORTH PARCEL

Beginning at a point South 89°24'47" West 1320.273 feet along the Section line and North 00°03'34" East 1230.020 feet from the Southeast Corner of Section 8, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence North 00°03'34" East 328.177 feet; thence North 89°23'04" East 756.841 feet; thence North 89°23'04" East 557.684 feet; thence North 20°23'11" West 162.148 feet; thence North 89°23'04" East 688.049 feet; thence North 02°11'18" West 43.432 feet along the westerly line of the Jordan River (location of the Jordan River recorded on Entry Number 1989796, Book 2178, page 51 of the Salt Lake County Recorder's Office); thence along the westerly line of 14001 PARKWAY (a portion of an entry number 7989500, Book 2436, page 482 of said Recorder's Office) for the following three courses:

1. North 41°32'07" West 162.170 feet,
2. South 30°32'07" West 784.300 feet,
3. South 20°23'11" West 116.270 feet; thence along an old fence line forming a boundary agreement line for the following three courses:
4. North 89°13'04" West 631.201 feet,
5. North 89°13'04" West 448.604 feet,
6. North 89°20'00" West 328.814 feet; thence North 00°03'34" East 172.864 feet along said south line; thence North 00°03'34" East 321.900 feet along the east line of said SUBDIVISION; thence North 89°23'04" West 323.000 feet along the north line of said SUBDIVISION to the point of beginning. Containing 1,563,788 sq. ft. or 35.58838 acres, more or less. Subject to agricultural designations, easements and rights-of-way of record and use.

329-SOUTH-ASHWORTH-16AUNE08.doc

EXHIBIT "K"

EASEMENT FOR POINT OF DIVERSION No. 1 for the purpose of delivery of North Point irrigation water to the South Ashworth Parcel. A twenty (20) foot radius circle the center point of which is located at a point South 89°58'47" West 1320.273 feet along the Section line and North 00°03'34" East 1230.020 feet from the Southeast Corner of Section 8, Township 1 North, Range 1 West, Salt Lake Base and Meridian. Said Southeast Corner bears South 89°58'47" West 1726.867 feet from said center point.

329-ESMT-17-2009-1-120-16AUNE08.doc

EXHIBIT "P"

NOTE: AT THE REQUEST OF DIANE DRECHSEL, THE FOLLOWING TWO EASEMENTS SHALL BE REFERENCED AS TO THE RESERVATION OF SAID EASEMENTS TO LAMAR AND DIANE DRECHSEL AS SHOWN ON OUT-CLAIM DEED RECORDED 8/22/2008 AS ENTRY NUMBER 9620938, BOOK 8339 PAGE 5881 OF THE SALT LAKE COUNTY RECORDER'S OFFICE.

EASEMENT NO. 1: Subject to an easement reserved by and for the grantor, and her successors and assigns in interest, for the acquisition and maintenance of utility, drainage and other structures and the utility line (not of the 1.4721 acre parcel) described and conveyed by said Out-Claim Deed to Lamar and Diane Drechsel.

EASEMENT NO. 2: LAMAR'S DRIVEWAY: (Driveway to Lamar's home from 2200 West Street) Beginning at a point within the right-of-way of 2200 West Street, said point also being South 89°58'47" West 1320.273 feet along the Section line and North 00°03'34" East 1230.020 feet from the Southeast Corner of Section 8, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence North 89°58'47" East 1726.867 feet; thence North 89°58'47" East 1726.867 feet to the point of beginning. Containing 1,687 square feet or 0.03824 acres, more or less.

329-ESMTS-17-2009-1-120-16AUNE08.doc

EXHIBIT "H"

EASEMENT FOR ACCESS AND IRRIGATION PURPOSES OVER THE EASTERLY END OF THE NORTH ASHWORTH PARCEL:

Beginning at a point South 00°41'18" West 1307.129 feet along the Section line and North 89°13'04" West 350.899 feet and South 36°32'34" East 625.438 feet and North 89°13'04" West 301.978 feet to the centerline of a thirty-foot wide right-of-way for the Salt Lake City Sewerage and Drainage Canal (thence along said centerline for the following distances):

1. South 36°32'34" East 1081.407 feet,
2. South 42°20'00" East 228.860 feet,
3. South 22°46'10" East 100.630 feet,
4. South 08°33'10" East 103.310 feet,
5. South 09°01'00" West 138.330 feet,
6. South 29°17'41" West 390.830 feet; thence North 89°13'04" East 628.793 feet; thence along the well bank of the Jordan River for the following distance courses:
7. North 31°02'18" East 418.872 feet,
8. North 49°34'48" East 148.278 feet,
9. North 03°38'30" East 107.461 feet,
10. North 37°32'37" West 123.763 feet,
11. North 47°12'37" West 310.963 feet,
12. North 29°47'20" West 251.129 feet,
13. North 31°54'00" West 330.809 feet,
14. North 26°30'36" West 254.230 feet,
15. North 12°51'50" West 174.868 feet,
16. North 20°23'11" West 82.281 feet,
17. North 50°13'26" West 84.634 feet,
18. North 70°28'18" West 242.081 feet,
19. South 42°20'00" West 58.190 feet; thence South 89°30'36" West 25.763 feet along an old fence to the point of beginning.

Containing 1,077.433 square feet or 24.73446 acres, more or less. Subject to agricultural designations, restrictions, easements and rights-of-way of record and use. Subject to the effects of erosion caused by the water of the Jordan River.

329-ESMT-17-2009-1-120-16AUNE08.doc

EXHIBIT "L"

EASEMENT OVER THE SOUTHERLY END OF THE BANGERTER PARCEL FOR ACCESS, IRRIGATION DITCH MAINTENANCE AND SUBSURFACE DRAIN PURPOSES:

Beginning at a point South 00°41'18" West 1307.129 feet along the Section line and North 89°23'04" West 331.978 feet and South 36°32'34" East 625.438 feet and North 89°23'04" West 301.978 feet to the centerline of a thirty-foot wide right-of-way for the Salt Lake City Sewerage and Drainage Canal (thence along said centerline for the following distances):

1. South 36°32'34" East 625.438 feet,
2. South 42°20'00" East 228.860 feet,
3. South 22°46'10" East 100.630 feet,
4. South 08°33'10" East 103.310 feet,
5. South 09°01'00" West 138.330 feet,
6. South 29°17'41" West 390.830 feet; thence North 89°13'04" East 628.793 feet; thence along the well bank of the Jordan River for the following distance courses:
7. North 31°02'18" East 418.872 feet,
8. North 49°34'48" East 148.278 feet,
9. North 03°38'30" East 107.461 feet,
10. North 37°32'37" West 123.763 feet,
11. North 47°12'37" West 310.963 feet,
12. North 29°47'20" West 251.129 feet,
13. North 31°54'00" West 330.809 feet,
14. North 26°30'36" West 254.230 feet,
15. North 12°51'50" West 174.868 feet,
16. North 20°23'11" West 82.281 feet,
17. North 50°13'26" West 84.634 feet,
18. North 70°28'18" West 242.081 feet,
19. South 42°20'00" West 58.190 feet; thence South 89°30'36" West 25.763 feet along an old fence to the point of beginning.

Containing 1,077.433 square feet or 24.73446 acres, more or less. Subject to agricultural designations, restrictions, easements and rights-of-way of record and use.

329-ESMT-17-2009-1-120-16AUNE08.doc

EXHIBIT "M"

EASEMENT FOR ACCESS AND IRRIGATION PURPOSES OVER A SOUTHERLY PORTION OF THE SOUTH ASHWORTH PARCEL SITUATED WEST OF THE SALT LAKE CITY DRAINAGE CANAL:

Beginning at a point South 00°41'18" West 1307.129 feet along the Section line and North 89°13'04" West 350.899 feet and South 36°32'34" East 625.438 feet and North 89°13'04" West 301.978 feet to the centerline of a thirty-foot wide right-of-way for the Salt Lake City Sewerage and Drainage Canal (thence along said centerline for the following distances):

1. South 36°32'34" East 625.438 feet,
2. South 42°20'00" East 228.860 feet,
3. South 22°46'10" East 100.630 feet,
4. South 08°33'10" East 103.310 feet,
5. South 09°01'00" West 138.330 feet,
6. South 29°17'41" West 390.830 feet; thence North 89°13'04" East 628.793 feet; thence along the well bank of the Jordan River for the following distance courses:
7. North 31°02'18" East 418.872 feet,
8. North 49°34'48" East 148.278 feet,
9. North 03°38'30" East 107.461 feet,
10. North 37°32'37" West 123.763 feet,
11. North 47°12'37" West 310.963 feet,
12. North 29°47'20" West 251.129 feet,
13. North 31°54'00" West 330.809 feet,
14. North 26°30'36" West 254.230 feet,
15. North 12°51'50" West 174.868 feet,
16. North 20°23'11" West 82.281 feet,
17. North 50°13'26" West 84.634 feet,
18. North 70°28'18" West 242.081 feet,
19. South 42°20'00" West 58.190 feet; thence South 89°30'36" West 25.763 feet along an old fence to the point of beginning.

Containing 1,077.433 square feet or 24.73446 acres, more or less. Subject to agricultural designations, restrictions, easements and rights-of-way of record and use.

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THIS PROPERTY IS LOCATED IN THE EAST HALF OF SECTION 8 AND THE WEST HALF OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE CITY, SALT LAKE COUNTY, UTAH

DRAFT COPY FOR REVIEW ONLY

SHEET 2 OF 2

RECORD OF SURVEY MAP
DRECHSEL PROPERTY DESCRIPTIONS
EXHIBIT "E"

DRAWING NO. 3207-DRECHSEL-PROPERTIES.dwg
PS LAYOUT: XDS DESCRIPTIONS-3AUG08
DATE: AUGUST 5, 2008

DIANE DRECHSEL
3208 NORTH 2200 WEST
SALT LAKE CITY, UTAH 84116

RICHARDSON SURVEYING, INC.
3448 SOUTH 100 WEST
BOUNTIFUL, UTAH 84010
(801) 298-1615

EXHIBIT "F"

LAVAL'S LANE EASEMENTS

AT THE REQUEST OF DIANE DRECHSEL AND LAMAR'S ESTATE, THE FOLLOWING TWO EASEMENTS SHALL BE TERMINATED AS TO THE RESERVATION OF SAID EASEMENTS TO LAMAR AND DIANE DRECHSEL AS SHOWN ON QUIT-CLAIM DEED RECORDED 8/22/2006 AS ENTRY NUMBER 9820439, BOOK 9339 PAGE 5591 OF THE SALT LAKE COUNTY RECORDER'S OFFICE.

EASEMENT NO. 1:

"Subject to an easement reserved by and for the grantor, and her successors and assigns in interest, for the installation and maintenance of utilities, drainage and an irrigation pipe over the easterly ten feet of the 1.47121 acre parcel" described and conveyed by said Quit-Claim deed to LaVal and Teresa Drechsel.

EASEMENT No. 2:

LAVAL'S DRIVEWAY: (Driveway to LaVal's house from 2200 West Street) Beginning at a point within the right-of-way of 2200 West Street, said point also being South 89°59'47" West 1320.275 feet along the Section line and North 00°03'34" East 1646.197 feet and North 89°10'38" East 6.858 feet from the Southeast Corner of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence North 89°10'38" East 727.522 feet; thence NORTH 20.001 feet; thence South 89°10'38" West 300.000 feet; thence NORTH 10.001 feet; thence South 89°10'38" West 427.713 feet; thence South 00°21'47" East 30.000 feet to the point of beginning. Containing 18827 square feet, or 0.43222 Acre, m/l.

EXHIBIT "G"

KYLE'S LANE EASEMENT

AT THE REQUEST OF DIANE DRECHSEL AND LAMAR'S ESTATE, THE FOLLOWING EASEMENT SHALL BE TERMINATED AS TO THE RESERVATION OF SAID EASEMENT TO LAMAR AND DIANE DRECHSEL AS SHOWN ON QUIT-CLAIM DEED RECORDED 8/22/2006 AS ENTRY NUMBER 9820440, BOOK 9339, PAGES 5593-5594 OF THE SALT LAKE COUNTY RECORDER'S OFFICE:

An easement reserved by the LaMar and Diane Drechsel for themselves, and their successors and assigns in interest, for ingress and egress and all other road purposes and for the installation and maintenance of utilities over the southerly twenty feet of the following described 1.47121 acre parcel located in Salt Lake County, Utah:

Beginning at a point South 89°26'23" East 2670.209 feet along the Section line to a Davis County Surveyor's office brass cap monument marking the Northeast Corner of Section 9 and South 00°41'16" West 2614.257 feet and WEST 572.550 feet and NORTH 169.000 feet and WEST 379.700 feet and NORTH 127.000 feet from the North Quarter Corner of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence WEST 433.050 feet, more or less, to the easterly line of 2200 West Street; thence North 16°55'48" West 147.388 feet along said easterly line of 2200 West Street; thence EAST 475.970 feet; thence SOUTH 141.000 feet to the point of beginning.

Containing 64086 square feet or 1.47121 acres, more or less.

EXHIBIT "H"

EAST ASHWORTH DITCH EASEMENT

EASEMENT FOR ACCESS AND IRRIGATION PURPOSES OVER THE EASTERLY END OF THE SOUTH ASHWORTH PARCEL:

Beginning at a point South 89°59'47" West 1320.275 feet along the Section line and North 00°03'34" East 1646.197 feet and North 89°10'38" East 758.941 feet and North 86°51'36" East 557.694 feet and North 26°53'59" East 160.146 feet and North 86°38'36" East 1008.252 feet from the Southeast Corner of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence along the west bank of the Jordan River for the following three courses: North 01°58'47" West 181.007 feet, and North 03°53'10" East 92.250 feet and North 12°01'22" East 101.948 feet; thence North 70°57'54" West 38.230 feet; thence South 13°58'08" West 93.828 feet; thence South 02°12'31" West 113.638 feet; thence South 02°09'11" East 182.696 feet; thence North 86°38'36" East 35.130 feet to the point of beginning.

Containing 14,139 square feet or 0.32459 acres, more or less.

EXHIBIT "I"

EAST BANGERTER DITCH EASEMENT

EASEMENT FOR ACCESS AND IRRIGATION PURPOSES OVER THE SOUTHERLY END OF THE NORTH ASHWORTH PARCEL:

Beginning at a point South 00°41'16" West 1307.129 feet along the Section Line and North 89°43'09" West 351.978 feet and South 36°52'34" East 235.969 feet and WEST 377.867 feet and SOUTH 951.000 feet and WEST 44.880 feet and South 00°31'54" East 619.374 feet to the Southwest Corner of the Bangerter Parcel, and North 86°50'09" East 869.049 feet along the southerly side of an old fence from the Northeast Corner of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence North 27°52'27" East 37.153 feet; thence North 86°23'36" East 719.729 feet along the centerline of a concrete ditch; thence North 63°23'46" East 85.776 feet; thence South 84°46'58" East 75.518 feet; thence along the west bank of the Jordan River for the following two courses: South 31°07'24" West 41.872 feet and South 25°47'36" West 55.129 feet; thence North 70°57'54" West 92.253 feet; thence South 85°53'14" West 756.682 feet to the point of beginning.

Containing 29,045 square feet or 0.66678 acres, more or less.

EXHIBIT "J"

SOUTH ASHWORTH DITCH EASEMENT

EASEMENT FOR ACCESS, DITCH BANK MAINTENANCE AND IRRIGATION PURPOSES OVER A PORTION OF THE SOUTHERLY SIDE OF THE SOUTH ASHWORTH PARCEL:

Beginning at a point South 89°59'47" West 1320.275 feet along the Section line and North 00°03'34" East 1646.197 feet and North 89°10'38" East 758.941 feet and North 86°51'36" East 557.694 feet and North 26°53'59" East 160.146 feet from the Southeast Corner of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence North 86°38'36" East 1008.252 feet; thence North 01°58'47" West 7.538 feet; thence South 86°36'14" West 991.433 feet along the centerline of a concrete ditch; thence South 64°41'22" West 18.329 feet to the point of beginning.

Containing 7,190 square feet or 0.16507 acres, more or less.

EXHIBIT "K"

DESCRIPTION OF POINTS OF DIVERSION NO. 1 & NO. 2

FROM THE NORTH POINT CANAL

EASEMENT FOR POINT OF DIVERSION No. 1 for the purpose of delivery of North Point Irrigation water to the South Ashworth Parcel: A twenty (20) foot radius circle the center point of which is located at a point South 89°59'47" West 1320.275 feet along the Section line and North 00°03'34" East 1646.197 feet and North 89°10'38" East 734.380 feet from the Southeast Corner of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian. Said Southeast Corner bears South 19°25'35" East 1756.667 feet from said center point.

EASEMENT FOR POINT OF DIVERSION No. 2 for the purpose of delivery of North Point Irrigation water to the South Ashworth Parcel: A twenty (20) foot radius circle the center point of which is located at a point South 89°59'47" West 1320.275 feet along the Section line and North 00°03'34" East 1646.197 feet and North 89°10'38" East 758.941 feet and North 86°51'36" East 469.635 feet from the Southeast Corner of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian. Said Southeast Corner bears South 03°05'16" East 1685.182 feet from said center point.

EXHIBIT "L"

RUDY & SOUTH ASHWORTH DRAINAGE EASEMENT

EASEMENT OVER THE SOUTHERLY END OF THE BANGERTER PARCEL FOR ACCESS, IRRIGATION DITCH MAINTENANCE AND SUBSURFACE DRAIN PURPOSES:

Beginning at a point South 00°41'16" West 1307.129 feet along the Section line and North 89°43'09" West 351.978 feet and South 36°52'34" East 235.969 feet and WEST 377.867 feet and SOUTH 951.000 feet and WEST 44.880 feet and South 00°31'54" East 619.374 feet to the Southwest Corner of the Bangerter Parcel from the Northeast Corner of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence North 00°31'54" West 20.021 feet; thence North 86°50'09" East 908.980 feet to the centerline of a thirty-five foot wide right-of-way for the Salt Lake City Sewerage and Drainage Canal; South 29°17'41" West 3.561 feet along said centerline; thence South 63°15'26" West 42.486 feet; thence South 86°50'09" West 869.049 feet along the southerly side of an old fence to the point of beginning. Containing 17,822 square feet or 0.40914 acres, more or less.

EXHIBIT "M"

MID ASHWORTH DITCH EASEMENT

EASEMENT FOR ACCESS AND IRRIGATION PURPOSES OVER A SOUTHERLY PORTION OF THE SOUTH ASHWORTH PARCEL SITUATED WEST OF THE SALT LAKE CITY DRAINAGE CANAL:

Beginning at a point South 00°41'16" West 1307.129 feet along the Section Line and North 89°43'09" West 351.978 feet and South 36°52'34" East 235.969 feet and WEST 377.867 feet and SOUTH 951.000 feet and WEST 44.880 feet and South 00°31'54" East 619.374 feet to the Southwest Corner of the Bangerter Parcel and North 86°50'09" East 869.049 feet along the southerly side of an old fence and South 27°52'27" West 23.799 feet along the west bank of the Salt Lake City Drainage Canal and South 30°54'35" West 387.988 feet along said west bank from the Northeast Corner of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence South 42°00'00" East 61.551 feet; thence South 64°41'22" West 18.329 feet along the westerly line of an easement over the southerly side of the South Ashworth Parcel; thence North 85°00'00" West 52.067 feet; thence South 25°28'11" West 166.314 feet along said west bank to the north line of the Rudy Parcel; thence South 86°51'36" West 43.828 feet along said north line; thence North 24°37'46" East 204.166 feet along the centerline of a concrete ditch; thence North 59°29'43" East 54.493 feet; thence South 42°00'00" East 15.693 feet to the point of beginning.

Containing 10891 square feet or 0.25002 acres, more or less.