

WHEN RECORDED, RETURN TO:
Robert E. Workman and Ange Workman
1000 South 1000 East
Mapleton, UT 84664

MAIL TAX NOTICES TO:
Robert E. Workman and Ange Workman
1000 South 1000 East
Mapleton, UT 84664

Ent 107742 Bk 248 Pg 160
Date: 29-MAY-2007 3:42PM
Fee: \$24.00 Check
Filed By: CRB
BRENDA NELSON, Recorder
MORGAN COUNTY
For: FIRST AMERICAN TITLE COMPANY

Escrow No. 245506-JB

Part of Tax I.D. 01-002-066 and Parcel No. 00-0000-1865
Part of Tax I.D. 01-002-063 and Parcel No. 00-0000-1824

SPECIAL WARRANTY DEED

[Corporate Form]

DAVIS AND WEBER COUNTIES CANAL COMPANY, A UTAH NON-PROFIT CORPORATION ONE AND THE SAME AND WHO ACQUIRED TITLE AS DAVIS AND WEBER COUNTY'S CANAL COMPANY, A CORPORATION OF OGDEN, WEBER COUNTY, STATE OF UTAH, organized and existing under the laws of the State of Utah with a mailing address of 138 West 1300 North, Sunset, Utah 84015, AS GRANTOR,

hereby CONVEYS AND WARRANTS AGAINST ALL CLAIMING BY, THROUGH OR UNDER GRANTOR TO **ROBERT E. WORKMAN AND ANGE WORKMAN, HUSBAND AND WIFE, AS JOINT TENANTS**, with a mailing address of 1000 South 1000 East, Mapleton, County of Utah, State of Utah 84664, AS GRANTEES,

for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract of land in **Morgan County, State of Utah** (the "Subject Property"), to wit:

See Exhibit "A-1" attached hereto and made a part hereof

RESERVING UNTO SAID GRANTOR a nonexclusive, perpetual easement upon and across the portion of the existing road more particularly described in Exhibit "B-1", attached hereto and made a part hereof (the "Road"), between State Highway 66 and Grantor's existing gate where the Road crosses the boundary between the Subject Property and Grantor's remaining property ("Grantor's Remaining Property") for access to Grantor's Remaining Property and to East Canyon Dam by Grantor and by any other persons authorized by Grantor, including without limitation, the Bureau of Reclamation, (hereinafter referred to as the "Grantor's Reserved Easement").

SUBJECT TO all easements, covenants, restrictions, rights of way and reservations appearing of record, and taxes for the year 2007, and thereafter.

ALSO SUBJECT TO THE FOLLOWING COVENANTS WHICH ARE HEREBY DECLARED TO BE COVENANTS RUNNING WITH THE LAND FOR THE BENEFIT OF GRANTOR'S REMAINING PROPERTY AS FOLLOWS:

- Grantee, at Grantee's expense, shall maintain the existing fence along the boundary between the Subject Property and Grantor's Remaining Property (the "Boundary Fence") of a design agreed to by Grantor in good condition and repair. Grantee may replace the Boundary Fence with a different type of style of fence with Grantor's consent, which consent shall not be unreasonably withheld, conditioned or delayed.
- Grantee, at Grantee's expense, shall maintain the entry onto Highway 66 from the Road (the "Highway Entry") and Grantor's Reserved Easement in good, safe condition and repair, and shall not obstruct Grantor's use of Grantor's Reserved Easement; provided however, that Grantor shall be responsible to repair any damage caused by heavy equipment traveling to or from Grantor's Remaining Property or by any other extraordinary uses of Grantor's Reserved Easement by Grantor or its invitees. Either Grantor or Grantee may pave and/or remove snow from all or part of the Highway Entry and Grantor's Reserved Easement, but neither party shall be obligated to do so.
- If at any time Grantee or its assigns or successors construct any facilities on Grantee's additional property (as described in Exhibit "C" attached hereto and made a part hereof, "Grantee's Additional Property") which consists of more than residences and related out buildings, Grantee will pay Grantor One Thousand (\$1,000.00) Dollars per residential equivalent unit defined herein as single family dwelling. For any commercial construction, the Grantee will pay Grantor Five Hundred Dollars (\$500.00) per required parking space pursuant to the then applicable zoning ordinances.

The officer(s) who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, Grantor has caused its hand to be hereunto affixed, this 25 day of MAX, 2007.

Davis and Weber Counties Canal Company,
a Utah nonprofit corporation

By: 

Name: TRAVIS RAY

Its: MANAGER

STATE OF UTAH }
COUNTY OF Davis } ss.

On the 25th day of May, 2007, personally appeared before me Ivan S. Ray and _____, the signers of the foregoing instrument, who being by me duly sworn did say that he is the manager and treasurer is the _____ of Davis and Weber Counties Canal Company, a Utah nonprofit corporation, and that the within and foregoing instrument was signed in behalf of said nonprofit corporation by authority of its By-Laws and a Resolution of its Board of Directors, and the said Ivan S. Ray and _____ each duly acknowledged to me that said nonprofit corporation executed the same.

Linda Mitchell
NOTARY PUBLIC

Residing at: Davis Co.
My Commission Expires: 2-10-06

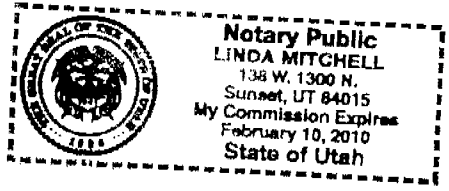


EXHIBIT "A-1"
[Subject Property]

The land referred to herein is located in Morgan County, State of Utah and described as follows:

A Parcel of land located in the Northwest Quarter of Section 10, Township 2 North, Range 3 East, Salt Lake Base & Meridian, more particularly described as follows:

BEGINNING at a point on the southerly right-of-way line of Utah State Route 66 which is 351.64 feet South along the West section line from the Northwest corner of said Section 10 and running thence Northeasterly 178.30 feet along said right-of-way line and the arc of a 335.00 foot radius curve to the left through a central angle of 30°29'42" (chord bears North 74°45'09" East 176.20 feet) to a non-tangent line: thence North 30°29'42" West 27.00 feet along said right-of-way line to a point on a 308.00 foot radius non-tangent curve to the left; thence Northeasterly 93.25 feet along said right-of-way and the arc of said curve through a central angle of 17°20'51" (chord bears North 50°49'53" East 92.90 feet) to a 501.43 foot radius non-tangent curve to the right; thence Northeasterly 322.52 feet along said right-of-way and the arc of said curve through a central angle of 36°51'09" (chord bears North 61°28'43" East 316.99 feet) to a point on an existing wire fence line; thence South 11°19'16" West 35.12 feet along said fence line; thence South 52°22'52" West 106.75 feet along said fence line; thence South 52°23'44" West 302.19 feet along said fence line; thence South 56°56'10" West 209.98 feet along said fence to the West line of said Section 10; thence North 118.92 feet along said Section line to the POINT OF BEGINNING.

Contains 0.94 acres, more or less

EXHIBIT "B-1"
[Reserved Access Easement]

A 20.00 foot wide permanent access easement over, across and through a tract of land, located in the Northwest Quarter of Section 10, Township 2 North, Range 3 East, Salt Lake Base and Meridian, Morgan County, Utah, which is 10.00 feet on each side of the following described centerline:

BEGINNING at a point on the south right of way line of State Highway Route 66, said point being North 88°10'59" East 417.76 feet along the Section line and South 01°49'01" East 89.72 feet from the Northwest Corner of Section 10, Township 2 North, Range 3 East, Salt Lake Base and Meridian, thence South 82°44'10" East 83.86 feet to the POINT OF TERMINUS of the herein described centerline.

Contains 1,677 sq. ft. (0.04 acres)

04/26/2007 THU 14:10 FAX *** DAVIS-WEBER CANAL

002/004

P_N

EXHIBIT B-1

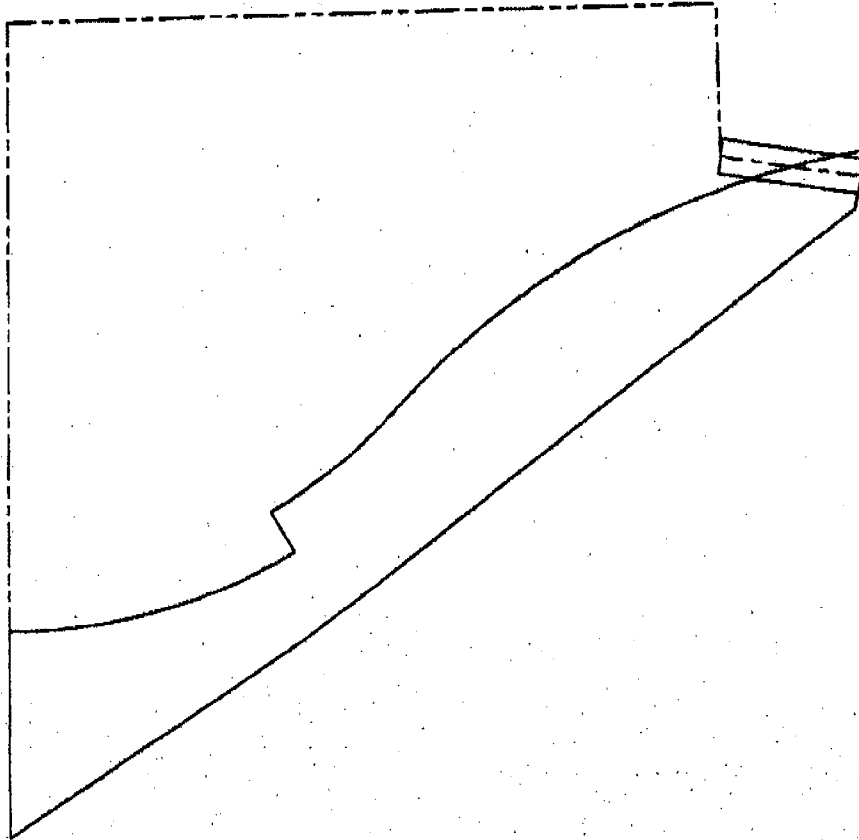


EXHIBIT "C"
[Grantee's Additional Property]

The land described herein being situate in Morgan County, State of Utah and described as follows:

All of Section 9, Township 2 North, Range 3 East, Salt Lake Base and Meridian.

Less and Excepting therefrom that portion conveyed to Morgan County for a road, Recorded as Entry No. 34694 in Book "T" at Page 96.

Also Less and Excepting therefrom that portion conveyed to Darlene F. Mortensen, Trustee of the Darlene F. Mortensen Family Protection Trust dated 2-26-1992 Recorded October 4, 2004 as Entry No. 97287 in Book 209 Page 1076 of Official Records.
