

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

E 1622840 B 2865 P 714  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
2001 SEP 13 2:15 PM FEE 26.00 DEP KM  
REC'D FOR BACKMAN-STEWART TITLE SERVICES

NE6 }  
SE6 } 3n-1w  
note }  
08-013-0005 of 0001"  
08-018-0005 of 0008"

**GRANT OF ROAD EASEMENT AND COVENANTS**

THIS MUTUAL GRANT OF EASEMENT FOR INGRESS AND EGRESS is made this 12th day of September, 2001, by and between VERNON W. FLINT and MARILYN T. FLINT, as Trustees, of the V&M Flint Family Trust dated December 3, 1993, whose address is 352 North Flint, Kaysville, Utah 84037 ("Flint"), and THE NATURE CONSERVANCY ("Conservancy"), a District of Columbia non-profit corporation, whose address is 4245 North Fairfax Drive, Arlington, VA 22203-1606 (the "Conservancy").

WHEREAS:

A. The Conservancy is the owner of that certain real estate situated in Davis County, Utah, which is more particularly described on Exhibit A (the "Conservancy Property") attached hereto;

B. Flint is the owner of real estate situated in Davis County, Utah, which is more particularly described on Exhibit B ("Flint Property"), attached hereto;

C. The Conservancy and Flint each desire to grant to the other, its employees, agents, successors, assigns and transferees, an easement over and across their respective properties as described below.

NOW THEREFORE, for good and valuable consideration consisting of the mutual granting of this easement:

1. Flint does hereby grant to the Conservancy, a perpetual easement over and across the southwesterly portion of the Flint Property, as it adjoins the Conservancy Property, said easement being more particularly described in Exhibit C attached hereto ("Easement Area").

This Easement shall allow for clear and unhindered, non-exclusive access for vehicular, pedestrian and equestrian ingress and egress to Parcel 3 of the Conservancy Property, subject to the limitations and restrictions set forth herein.

2. The purpose of this Easement is to afford the Conservancy, its employees, agents, successors, assigns, invitees, and transferees, access across the Flint Property to Parcel 3 of the Conservancy Property for such uses and purposes which are consistent with the Conservancy's use and management of the Conservancy Property. Nothing in this grant of Easement is to be construed as a grant of right-of-way to the general public over and across the Flint Property.

3. The Conservancy does hereby grant to Flint, a perpetual easement over and across the northwesterly portion of the Conservancy Property as it adjoins the Flint Property, said easement being more particularly described in Exhibit C attached hereto ("Easement Area").

This Easement shall allow for clear and unhindered, non-exclusive access for vehicular, pedestrian and equestrian ingress and egress to the Flint Property, subject to the limitations and restrictions set forth herein.

4. The purpose of this Easement is to afford Flint, its agents, successors, assigns, invitees, and transferees, access across the Conservancy Property to the Flint Property for such uses and purposes which are consistent with Flint's use of the property as agricultural land. Nothing in this grant of Easement is to be construed as a grant of right-of-way to the general public over and across the Conservancy Property.

5. Neither party hereto nor their respective employees, agents, successors, assigns or transferees shall be entitled to make or cause to be made any improvements of any kind or character in the Easement Area without the express written consent of the other party or its successors, assigns or transferees.

6. This Easement shall be a burden upon both the Conservancy Property and Flint Property and shall be appurtenant to and for the benefit of both the Conservancy Property and the Flint property and shall be transferable and shall run with the land and shall inure to the benefit of the successors, assigns and transferees of the parties hereto.

7. The parties to this Easement agree to share equally in the cost of any maintenance of the access road established over such easement.

IN WITNESS WHEREOF the Conservancy and Flint have executed this Grant of Easement as of the date and year first above written.

THE CONSERVANCY:

FLINT:

THE NATURE CONSERVANCY, a District of Columbia non-profit corporation

Vernon W. Flint  
VERNON W. FLINT, as Trustee, of the V&M Flint Family Trust dated December 3, 1993

By: [Signature]

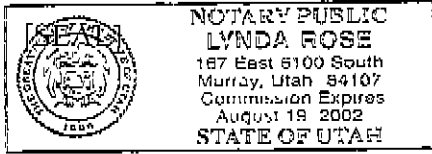
Its: Director of Protection

Marilyn T. Flint  
MARILYN T. FLINT, as Trustee, of the V&M Flint Family Trust dated December 3, 1993

STATE OF Utah )  
 ) ss.  
COUNTY OF Salt Lake

On this 12 day of Sept, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Kerry Green, known or identified to me to be the Director of Protection of THE NATURE CONSERVANCY who executed the above instrument on behalf of the corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

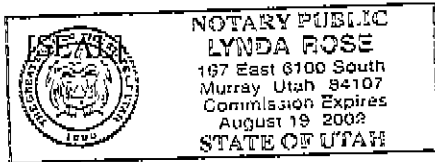


[Signature]  
Notary Public

Printed Name Lynda Rose  
Residing at Murray, UT  
My Commission expires 8/19/02

STATE OF UTAH )  
 ) ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 12th day of September, 2001, by VERNON W. FLINT, as Trustee, of the V&M Flint Family Trust dated December 3, 1993.

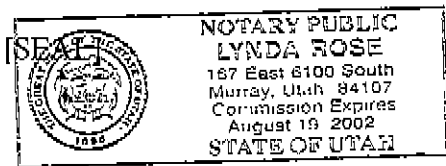


[Signature]  
Notary Public in and for the State of Utah  
Residing at Murray, UT

My commission expires on 8/19/02

STATE OF UTAH )  
 )  
COUNTY OF Salt Lake ) ss.

The foregoing instrument was acknowledged before me this 12th day of September, 2001, by MARILYN T. FLINT, as Trustee, of the V&M Flint Family Trust dated December 3, 1993.



[Signature]  
Notary Public in and for the State of Utah  
Residing at Murray, UT

My commission expires on 8/19/02

Exhibit A  
**Description of Conservancy Property**

All that certain real estate situated in Davis County, Utah, more particularly described as follows:

PARCEL 1:

*NE 6  
08-018-0005*

Beginning 13.08 chains South from the Northeast ¼ of Section 6, Township 3 North, Range 1 West, Salt Lake Base and Meridian; thence South 6.92 chains more or less to the South line of the North ½ of the Northeast ¼; thence West 8.03 chains; thence North 31° East 10.73 chains; thence South 50° East 3.52 chains to the POINT OF BEGINNING.

TOGETHER WITH

PARCEL 2:

*NE 6  
SE 6  
08-018-0008*

Beginning 20 chains South from the Northeast corner of Section 6, Township 3 North, Range 1 West, Salt Lake Base and Meridian; thence South 28.00 chains; thence North 71° 21' West 21.08 chains; thence North 29° 05' East 19.17 chains; thence North 30° 41' East 5.23 chains more or less to point due West of beginning; thence East 8.03 chains to the POINT OF BEGINNING.

TOGETHER WITH

PARCEL 3:

*PT 08-013-0001  
-00014  
0005*

Beginning at a point S0°28'10"W 579.40 feet along the Section Line (Davis County = S0°27'10"W) from the Northwest Corner of Section 5, Township 3 North, Range 1 West, Salt Lake Base and Meridian;

Thence S0°28'10"W 2036.54 feet along said Section Line to the West Quarter Corner of said Section 5;

Thence S89°43'28"E 1331.03 feet along the east-west center of section line to the southwest corner of the southeast quarter of the northwest quarter of said Section 5;

Thence N0°13'24"E 1310.20 feet to the northwest corner of said southeast quarter of the northwest quarter;

Thence N60°57'25"W 1509.22 feet to the point of beginning. Contains 51.0003 acres.

*08-013-0001  
08-013-0005*

Exhibit B  
**Description of Flint Property**

NE 6 +  
NW 5  
08-03-2001

All that certain real estate situated in Davis County, Utah, more particularly described as follows:

Beginning at the Northwest Corner of Section 5, Township 3 North, Range 1 West, Salt Lake Base and Meridian;

Thence N89°54'36"E 1319.82 feet along the Section Line (Basis of Bearing = S0°28'10"W between the Northwest corner and the West Quarter Corner of said Section 5) to the northeast corner of the northwest quarter of the northwest quarter of said Section 5;

Thence S0°13'24"W 1314.14 feet to the southeast corner of said northwest quarter of the northwest quarter;

Thence N60°57'25"W 1509.22 feet to the west line of said Section 5, said point being S0°28'10"W 579.40 feet from said Northwest Corner of Section 5;

Thence S0°28'10"W 275.42 feet along the Section line (Davis County = S0°27'10"W);

Thence N50°22'29"W 829.36 feet (Deed = N50°W);

Thence N51°26'08"E 522.06 feet (Deed = N51°45'E) to the north line of Section 6, Township 3 North, Range 1 West, Salt Lake Base and Meridian;

Thence N89°54'12"E 237.60 feet to the point of beginning. Contains 35.9187 acres.

**Description of Easement Area**

That certain easement located on real property in Davis County, Utah, being more particularly described as follows:

A 12 foot wide Right-of Way (6 feet on either side of the centerline of said right-of-way), with the southeast end of said right-of-way being on the Section Line, the centerline of said right-of-way being more particularly described as follows:

Beginning at a point S0°27'10"W 832.35 feet along the Section Line (Basis of Bearing) from the Northeast Corner of Section 6, Township 3 North, Range 1 West, Salt Lake Base and Meridian;

thence N57°40'00"W 119.56 feet;

thence N52°34'09"W 97.10 feet, more or less, to the centerline and southeast end of a Davis County Road.