

RETURNED
MAY 15 2008

2365422
BK 4534 PG 299

When Recorded, Mail To:

Sandy Slope Farms, LLC
c/o Greg Bell
744 Eagle Way
Fruit Heights, UT 84037

E 2365422 B 4534 P 299-311
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/15/2008 12:22 PM
FEE \$34.00 Pgs: 13
DEP RT REC'D FOR LAYTON CITY

With A Copy To:

Corporation of the Presiding Bishop of
The Church of Jesus Christ of Latter-day Saints
Real Estate Services Division
Attn: Property No. 513-7160
50 East North Temple, 12th Floor
Salt Lake City, UT 84150

(Space above for Recorder's use only)

12-110 - 0053, 0118, 0215

TEMPORARY CONSTRUCTION EASEMENT

(Layton, Utah)

THIS TEMPORARY CONSTRUCTION EASEMENT (this "Agreement") is entered into this ___ day of _____, 2008, by and between CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("Grantor"), and SANDY SLOPE FARMS, LC, a Utah limited liability company (collectively, "Grantee").

RECITALS

A. Grantor owns certain real property (the "Grantor's Parcel") located in the City of Layton (the "City"), County of Davis, State of Utah.

B. Grantee desires to obtain a temporary, non-exclusive easement on, over, and across a portion of the Grantor's Parcel (the "Easement Area") for the purposes more particularly described herein, and Grantor is willing to grant the easement to Grantee for such purposes subject to the terms and conditions set forth herein. The Easement Area is more particularly described in the legal description on Exhibit A and is depicted on the drawing on Exhibit B, both attached hereto and incorporated by this reference. Should there be any discrepancy between the legal description and the drawing, the legal description will control.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. **Grant and Term of Easement.** Grantor hereby conveys to Grantee a temporary, non-exclusive easement on, over and across the Easement Area for the sole purpose of installing,

using, operating, maintaining, repairing and replacing underground sanitary sewer, storm water and drain pipes, together with above-ground pumps, valves, manholes and other equipment necessary or useful to the operation of such sanitary sewer and water distribution facilities (collectively, the "Improvements").

This easement will automatically terminate on the earlier to occur of: (i) the date that the City accepts the Improvements and certifies that the Improvements have been built in accordance with the City Standards and Specifications, (ii) the date that Grantor dedicates the Easement Area to the City, or (iii) March 31, 2010.

2. **Access.** Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "Grantee's Agents") shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee shall enter upon the Easement Area at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee, its agents, employees, servants, contractors and other such parties.

3. **Reservation by Grantor.** Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the foregoing, Grantor reserves the right: (a) for pedestrian and vehicular ingress to and egress on and over the Easement Area; (b) to relocate, or require the relocation of the Improvements and the Easement Area at any time at Grantor's cost and expense, provided that such relocation provides Grantee with comparable easement rights and such relocation terminates the use of the easement in its prior location; (c) to grant other non-exclusive easements, licenses and rights within or on the Easement Area, which will not unreasonably interfere with the Improvements, to other parties; and (d) to convey or transfer any or all of its interests in Grantor's Parcel or the Easement Area to any party at any time.

4. **Condition of the Easement Area.** Grantee accepts the Easement Area and all aspects thereof in "as is", "where is" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement Area is granted to Grantee subject to: (i) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Area might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee shall obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

5. **Maintenance, Restoration, and Crop Damage.** Grantee or its assigns shall, at its sole cost and expense, maintain and repair the Improvements and any and all related

improvements installed by Grantee, in good order and condition. Grantee or its assigns shall promptly repair any damage to the Grantor's Parcel and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, etc.) caused by Grantee and/or Grantee's Agents, and shall restore the Grantor's Parcel and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor's Parcel by Grantee and Grantee's Agents.

Grantee agrees to reimburse Grantor for any reasonable income lost due to crop damage by Grantee's, or Grantee's Agents', entry onto or work performed on the Grantor's Parcel (the "**Crop Damage Fee**"). The Crop Damage fee will be calculated by multiplying the number of acres damaged by Grantee by \$600.00. Grantee's payment of the Crop Damage Fee will not relieve Grantee of its other obligations set forth in this Agreement.

6. Additional Improvements. If Grantee desires to add any additional improvements within the Easement Area, Grantee shall provide Grantor with detailed plans and specifications for the proposed change or improvement at least forty five (45) days in advance. Grantor shall have the right to approve, modify, or deny the requested change or improvement if Grantor determines that it is likely to unreasonably interfere with or impair, or has the potential to interfere with or impair, Grantor's current or future use or development of the Grantor's Parcel. The parties will use good faith efforts to cooperate with each other to agree upon mutually acceptable plans and specifications for the improvement, alteration and/or development of the Easement Area. The approved plans will incorporate, to the extent known at the time, the plans and specifications of Grantor for the Easement Area, and the placement of any roads, landscaping, fences, signs, and other improvements.

In the event Grantee needs to perform construction or maintenance work on the Easement Area, Grantee will: (i) provide Grantor with at least thirty (30) days' prior written notice of such work, except in the event of an emergency when no prior notice shall be necessary; (ii) use good faith efforts to ensure that there is continual pedestrian and vehicular access to the Grantor's Parcel; (iii) use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Grantor's Parcel; (iv) perform any such work at its sole cost and expense; and (v) perform such work expeditiously and in a good and workmanlike manner.

7. Agreement Concerning Tail Water. As part of the consideration hereto, Grantee agrees that tail water (excess irrigation water) from Grantee's adjacent property located as depicted on Exhibit C and incorporated herein by this reference ("**Grantee's Parcel**") shall continue to drain onto Grantor's Parcel north of the head gate as set forth on the depiction attached hereto as Exhibit B. Grantee shall provide water distribution facilities to convey such tail water across Grantee's Parcel to Grantor's Parcel north of the head gate as depicted on Exhibit B (the "**Tail Water Facilities**"). As depicted on Exhibit B, some of the ditches/culverts of the Tail Water Facilities will be located on ground which will be dedicated to Layton City (the "**City Ditches**"). Grantee intends the Tail Water Facilities to comprise permanent facilities to meet its obligations under this Section 7. The care and maintenance of the Tail Water Facilities, except the City Ditches, may be assigned to a homeowners association of a subdivision of Grantee's Parcel. However, notwithstanding such assignment, Grantee shall remain jointly and severally liable with any assignee of such maintenance obligations. Grantee shall further remain

liable for the care and maintenance of City Ditches until the City accepts dedication of the City Ditches and establishes its acceptance thereof in writing to Grantor. Grantee and its assigns shall have no obligation or liability for (i) the failure of any tail water to be delivered to the east intake(s) of the Tail Water Facilities (unless the failure of tail water to be delivered to the east intake(s) is due to lack of care and maintenance for the Tail Water Facilities), or (ii) for the quality of said tail water. In the event Grantor's Parcel is developed for any use other than agriculture, Grantor and not Grantee shall be responsible to handle tail water delivered to Grantor's Parcel by the Tail Water Facilities. The parties' obligations under this Section 7 shall survive the termination of this Agreement, but shall terminate upon development of the property to be served by the Tail Water Facilities.

8. Compliance with Laws. Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, 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 building, zoning and land use laws.

9. Taxes. Any increase in general ad valorem taxes assessed to the Grantor's Parcel over the taxes payable for 2007 without reduction for any exemption or reduction (such as through the Farmland Assessment Act) due to Grantee's use or occupation of the Grantor's Parcel shall be borne by Grantee and paid to Grantor within thirty (30) days receipt of the tax notice. Grantee shall pay all taxes and assessments levied against, or resulting from, the Improvements on the Grantor's Parcel.

10. Liens. Grantee shall keep the Grantor's Parcel free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor's Parcel and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens shall be released of record within thirty (30) days.

11. Insurance. Grantee shall ensure that prior to entering onto the Easement Area, all of Grantee's Agents and other such parties who assist with the construction, maintenance or use of the Easement Area are covered under the terms of Grantee's insurance policies as set forth below, or that each obtain similar policies which, at a minimum, provides Grantor the same protections.

11.1 Liability Insurance Coverage and Limits. Prior to taking possession of the Easement Area, Grantee shall obtain and maintain a policy of general commercial liability insurance insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00). Grantor shall be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent.

11.2 Workers' Compensation Insurance. Grantee agrees to maintain and keep in force, during the term hereof, all applicable Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law.

11.3 Automobile Insurance. Grantee agrees to maintain and keep in force, during the term hereof, Automobile Liability Insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

12. Indemnification. Grantee and its successors and assigns hereby agree to indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor, and any entity controlling, controlled by or under control with Grantor ("**Affiliates**"); and its and their Affiliates' officers, directors, employees, managers, members, agents, servants, successors, and assigns from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of (i) the acts and omissions of Grantee and its agents, servants, employees, and/or contractors; (ii) the use of the Grantor's Parcel and/or the Improvements by Grantee, its agents, servants, employees, or contractors; (iii) any work performed on the Grantor's Parcel by Grantee or its successors or assigns, and their agents, servants, employees, consultants and/or contractors; and (iv) any environmental or other contamination associated with tail water drained onto Grantor's Parcel. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination.

13. Consideration. As consideration for the grant of this easement, and the costs incurred by Grantor to process this Agreement, upon execution of this Agreement, Grantee agrees to pay Grantor \$10.00 and other good and valuable consideration.

14. Notices. Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the recipient named below, (ii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to Grantor:

Corporation of the Presiding Bishop of
The Church of Jesus Christ of Latter-day Saints
Real Estate Services Division
Attn: Property No. 513-7160
50 East North Temple, 12th Floor
Salt Lake City, UT 84150

If to Grantee:

Sandy Slope Farms, LLC

c/o Greg Bell
744 Eagle Way
Fruit Heights, UT 84037

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

15. Representations and Warranties. Grantee represents and warrants it has not entered into any agreement with Layton City, or any other entity that would require Grantor or its successors or assigns to pay expenses for the Improvements, their installation, reimbursement costs, or pioneering costs now, or at any time in the future, except for ordinary hook-up fees to access the Improvements. Grantor shall have the right to use the Improvements for the benefit of Grantor's Parcel. However, Grantee makes no warranty, express or implied, to Grantor that the Improvements are or will be of adequate size and capacity to serve Grantor's Parcel. This Section will survive the termination of the remainder of this Agreement.

16. Miscellaneous.

16.1 Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. This Agreement has been arrived at through negotiation between Grantor and Grantee. As a result, the normal rule of contract construction that any ambiguities are to be resolved against the drafting party shall not apply in the construction or interpretation of this Agreement.

16.2 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

16.3 Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or modification to this Agreement shall be in writing and signed by authorized agents or officers of the parties.

16.4 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

16.5 Rights and Remedies. The rights and remedies of any of the parties stated herein are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is

intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

16.6 Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

16.7 Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

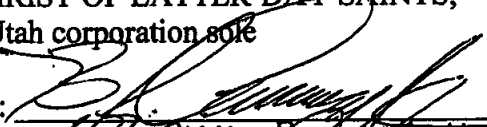
16.8 No Public Use/Dedication. The Grantor's Parcel is and shall at all times remain the private property of Grantor. The use of the Grantor's Parcel is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor's Parcel beyond the express terms and conditions of this Agreement.

16.9 Termination. If not terminated as per Section 1 of this Agreement, then this Agreement and all Easement rights set forth herein will be automatically terminated once (a) Grantee notifies Grantor in writing that it will no longer use the easement granted herein, (b) the Improvements are not installed within the time set forth in Section 1 above, or are abandoned for a period of 6 consecutive months, or (c) Grantee is provided an alternative easement for the Improvements. Upon the occurrence of an event set forth in the preceding sentence, Grantor may record an instrument terminating this Agreement, as well as any and all other easements, rights-of-way or licenses Grantee may have (or may claim to have) to use Grantor's Parcel.


(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

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

By: 
Name (Print): Brian R. Carrington
Its: Authorized Agent

GRANTEE: SANDY SLOPE FARMS, LC, a Utah limited
liability company

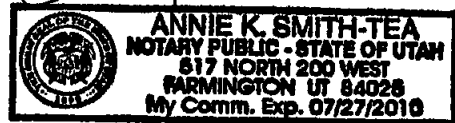
By: 
Name (Print): Greg Bell
Is: MANAGER

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this 21 day of April, 2008 personally appeared before me Brian R. Carrington, personally known to me to be an Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for the CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

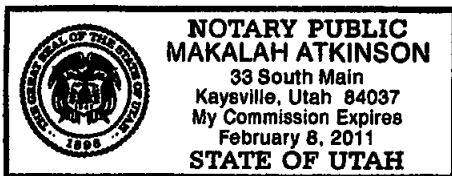
WITNESS my hand and official seal.

Annie K. Smith-Tea
Notary Public for the
State of Utah



STATE OF Utah)
 :ss
COUNTY OF Davis)

On this 8th day of April, 2008, personally appeared before me Gregory S. Bell, known or satisfactorily proved to me to be the Manager of SANDY SLOPE FARMS, LC, a Utah limited liability company, who acknowledged to me that he/she signed the foregoing instrument as Manager for said company.



Makalah Atkinson
Notary Public for Utah

EXHIBIT A

(Legal Description of Easement Area)

**DESCRIPTION FOR EASEMENT #1 - WEDGE SHAPED EASEMENT
ALONG THE ALIGNMENT OF 550 SOUTH STREET FROM L.D.S. CHURCH**

A part of the Southeast Quarter of Section 25, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 2097.19 feet North 89°49'48" West along the Quarter Section line and 266.51 feet South from the Northeast corner of said Quarter Section; running thence South 89°49'48" East 359.26 feet; thence South 17°25'08" West 60.34 feet; thence Northwesterly along the arc of a 1040.00 foot radius curve to the left a distance of 347.82 feet (Long Chord bears North 80°14'56" West 346.20 feet) to the point of beginning.

Contains 0.161 Acre

Ck By JDH 4/01/2008

**DESCRIPTION FOR EASEMENT #2 - FROM LDS CHURCH
ALONG THE ALIGNMENT OF 2700 WEST STREET**

A part of the South Half of Section 25, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 2651.00 feet North 89°49'48" West along the Quarter Section line to the Center of said Section and 236.51 feet South 0°10'55" West along the Quarter Section line from the East Quarter corner of said Section 25; running thence South 0°10'55" West 30.00 feet; thence South 89°49'48" East 25.00 feet; thence South 0°10'55" West 177.52 feet; thence Southwesterly along the arc of a 1025.00 foot radius curve to the right a distance of 570.81 feet (Long Chord bears South 16°08'08" West 563.47 feet); thence North 57°54'38" West 50.00 feet; thence Northeasterly along the arc of a 975.00 foot radius curve to the left a distance of 542.97

0053

0118, 0053, 0215

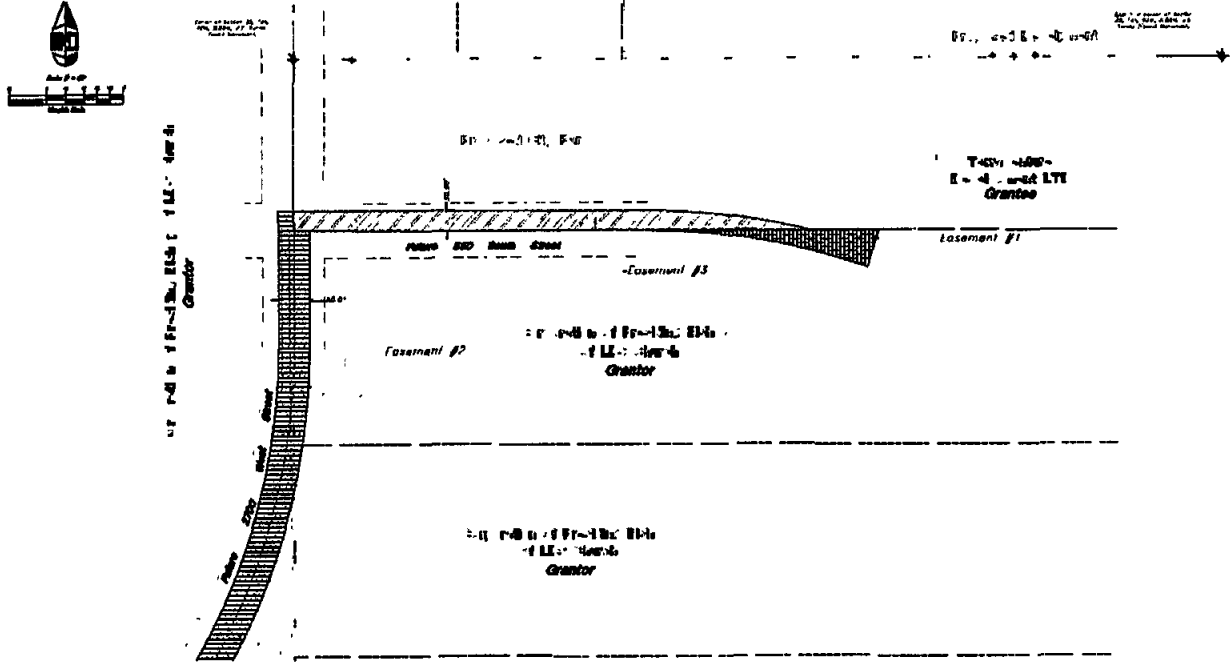
feet (Long Chord bears North 16°08'08" East 535.98 feet); thence North 0°10'55" East 207.51 feet; thence South 89°49'48" East 25.00 feet to the point of beginning.

Contains 0.860 Acre

Ck By JDH 4/01/2008

EXHIBIT B

(Depiction of the Easement Area)



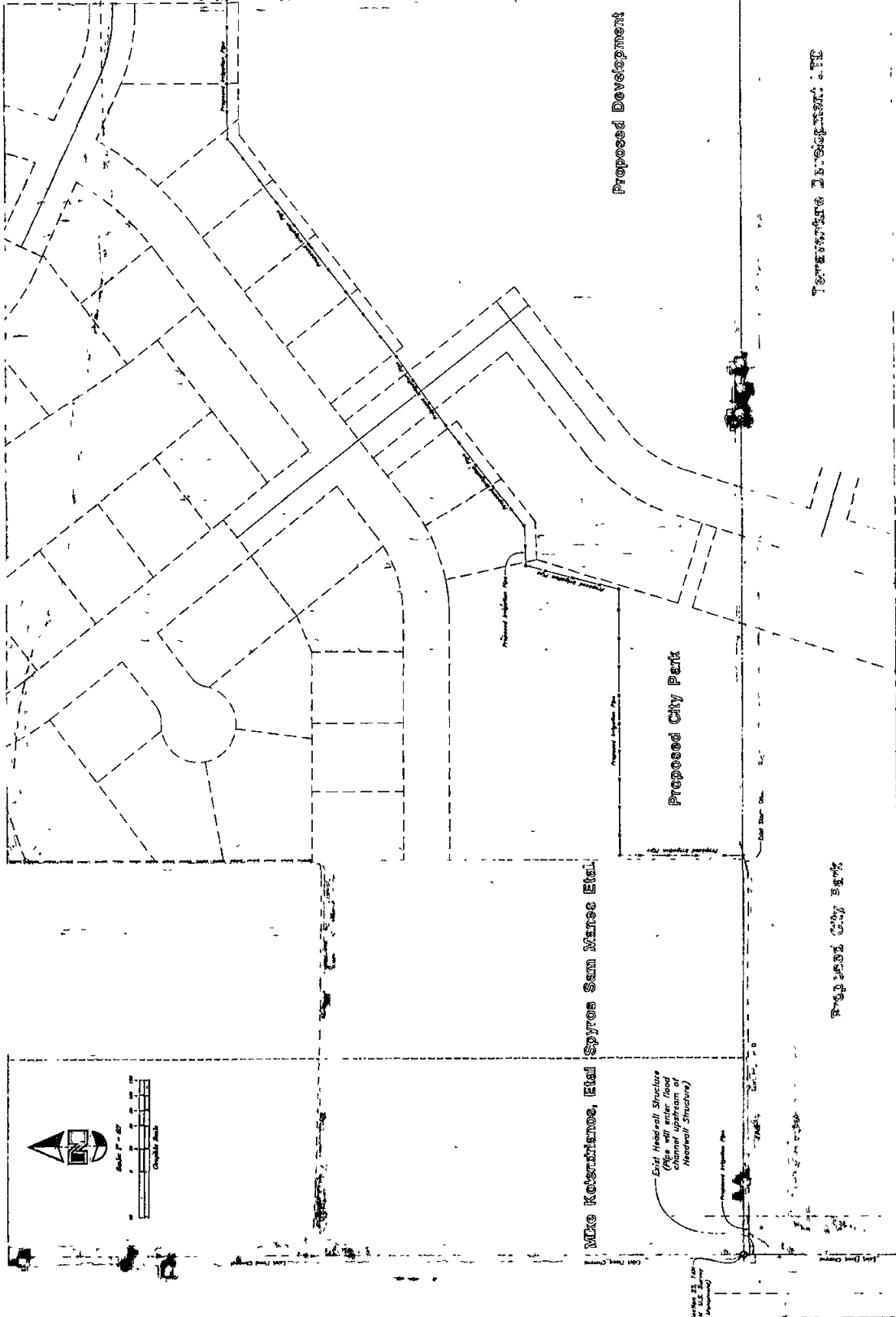


Exhibit C

GREAT BASIN ENGINEERING NORTH 5148 South 17th Street, Suite 200 P.O. Box 158224, Omaha, Nebraska 68115 www.greatbasin.com		SCALE: 1"=60' DATE: 1/16/07 DRAWN: DRH CHECKED: JRM	PROJECT: 065344-EXHIBIT C
Harmony Place A part of the City of Lincoln 15 Lincoln, Nebraska Lincoln City, Omaha County, NE		DATE: 10 Mar. 2008 SHEET NO. 1	SHEET NO. 1