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DEED OF CONSERVATION EASEMENT
(Layton Marsh - Brezoff)

THIS DEED OF CONSERVATION EASEMENT is made this 2nd day of July, 2002 by and between JOHN B. BREZOFF FAMILY LIVING TRUST, Trustees JOHN B. BREZOFF and CAROLINE R. BREEZOFF, whose address is 1786 Mark Street, Layton, Utah 84041 (the "Grantor") and THE NATURE CONSERVANCY, a District of Columbia nonprofit corporation, whose principal address is 4245 North Fairfax Drive, Ste. 100, Arlington, VA 22203-1606 (the "Conservancy").

Exhibits to this Deed of Conservation Easement include the following:

- Exhibit A - Legal Description of the Property
- Exhibit B - Map of the Property
- Exhibit C - Acknowledgment of Easement Documentation Report

WITNESSETH THAT:

- A. Grantor is the owner of certain real property in Davis County, Utah, consisting of 190.55 acres, more or less, more particularly described and shown in Exhibits A and B attached hereto and incorporated herein by this reference (the "Property");
- B. The Property currently remains in a substantially undisturbed, natural state and has significant ecological and open-space values as defined in the 'Land Conservation Easement Act' of Utah's statutes, Sections 57-18-1 to 57-18-7, and provides significant relatively natural habitat for native plants and wildlife;
- C. Protection of the Property will contribute to the open space, scenic and relatively natural features and values of the property, and also permit continuation of certain agricultural uses;
- D. All of these natural elements, ecological values, and agricultural values are of great importance to Grantor and to the people of the State of Utah, and are worthy of preservation;
- E. Grantor, as owner of the Property, owns the affirmative rights to identify, preserve, and protect in perpetuity its open space character and its significant relatively natural features and values;
- F. Grantor desires and intends to transfer such rights to the Conservancy;
- G. The State of Utah has recognized the importance of private efforts toward the preservation of natural systems in the state by enactment of the 'Land Conservation Easement Act' of Utah's statutes, Sections 57-18-1 to 57-18-7; and

H. The Conservancy is a private organization organized to protect and conserve natural areas and ecologically significant land for scientific, charitable and educational purposes, and is a "charitable organization" under the terms of Section 57-18-3 of the Utah Code and is a "qualified organization" within the provisions of Section 170(h) of the Internal Revenue Code of 1986, as amended (the "IRS Code"), qualified to acquire and hold conservation easements and meets the requirements of the IRS Code as a Sec. 501(c)(3) exempt organization.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the sum of \$480,400 and the mutual covenants contained herein, pursuant to the 'Land Conservation Easement Act' of Utah's statutes, Sections 57-18-1 to 57-18-7, Grantor hereby conveys to the Conservancy, its successors and assigns, a perpetual Conservation Easement consisting of the rights and restrictions enumerated herein, over and across the Property (the "Easement").

1. Purposes. It is the primary purpose of the Easement to preserve and protect in perpetuity and, in the event of their degradation or destruction, to enhance and restore the open space and significant relatively natural features and values of the Property. It is further the specific purpose of this Easement to conserve important habitat for wildlife; to protect rare or unique native plants currently known or later identified; and to conserve the wetland habitat, upland buffer and vegetative communities and the wildlife inhabiting these communities. In achieving these purposes, it is the intent of the Easement to permit the continuation of such uses of the Property, including but not limited to agricultural uses, as may be conducted consistent with the conservation values protected herein.

Pursuant to the terms of the 'Land Conservation Easement Act' of Utah's statutes, Sections 57-18-1 to 57-18-7, the Property preserved hereby as natural land may not be converted or directed to any uses other than those provided herein.

2. Easement Documentation Report. The parties acknowledge that an Easement Documentation Report (the "Report") of the Property has been prepared, reviewed and approved by the Conservancy and Grantor as an accurate of the biological and physical condition of the Property at the time of the easement grant. The Report, signed by Grantor and the Conservancy, will be placed on file with the Conservancy and a copy will be provided to Grantor. The Conservancy may desire to prepare in greater depth or detail additional studies of the Property, and Grantor agrees to sign any additional studies which it reasonably believes to be accurate. In the event a controversy arises with respect to the nature and extent of the physical or biological condition of the Property, the parties may utilize the Report, subsequent Conservancy studies and any other relevant documents, surveys or other information to assist in the resolution of the controversy.

3. Rights of the Conservancy. The rights conveyed to the Conservancy by the Easement are the following:

A. To identify, to preserve and protect in perpetuity, and in the event of their degradation or destruction to restore or to enforce the restoration of the open space and significant relatively natural ecological features and values of the Property.

B. To perform such activities on the Property as the Conservancy reasonably determines are necessary or convenient to carry out these rights granted by this Easement.

C. To enter upon the Property to enforce the rights herein granted, to study and make scientific observations of its ecosystems, and to determine that Grantor's activities are in compliance with the terms of the Easement, all upon prior notice to Grantor and in a manner that does not unreasonably disturb the use of the Property by Grantor consistent with the Easement. The Conservancy shall also have the right of immediate entry to the Property if, in its sole judgment, such entry is necessary to prevent damage to or the destruction of the conservation values protected by the Easement.

D. To enjoin any activity on or any use of the Property that is inconsistent with the Easement.

4. Consistent Uses of the Property. The following uses and practices by Grantor, though not an exhaustive recital of consistent uses and practices, are consistent with the Easement. Certain of these consistent uses and practices are identified as being subject to specified conditions or to the requirement of and procedures for prior approval by the Conservancy; procedures for prior approval are provided below. The remainder of these consistent uses shall not be precluded, prevented, or limited by the Easement.

A. Maintenance, repair, and, if destroyed, reconstruction of existing fencing, and the construction of new fences. Boundary or pasture-division fences shall not unduly restrict or exclude wildlife use of the Property.

B. Use of agricultural chemicals which are applied according to manufacturer's directions and guidelines for the following purposes and under the following conditions:

i. For the control of noxious weeds, as required by Utah state law, and for the control of other invasive exotic plant species; provided that chemical herbicides may be used only in those amounts and with a frequency of application that constitute the minimum necessary for control.

ii. For the control of agricultural or forest pests, subject to prior approval by the Conservancy.

iii. Any aerial spraying must be approved in advance by the Conservancy.

- C. Use of biological weed and insect control agents, subject to prior approval by the Conservancy.
- D. Maintenance and improvement of existing roads and trails, provided that the roads and trails on the Property may not be paved in any manner or widened.
- E. To cultivate, harvest, seed and otherwise maintain or improve the existing fields delineated in the Report.
- F. Personal recreational use, excepting those practices listed below among Inconsistent Uses of the Property.
- G. Grazing and pasturing only cattle and horses, provided that the range conditions shall be maintained or improved from the conditions documented in the Easement Documentation Report and that all grazing and pasturing shall be carried out according to the best course of husbandry practiced in the vicinity.

5. Inconsistent Uses of the Property. The following uses and practices on the Property shall be prohibited, except as specifically provided in Paragraph 4:

- A. The storage, dumping or other disposal of toxic and/or hazardous materials or of non-compostable refuse.

Notwithstanding anything in this Easement to the contrary, this prohibition does not make the Conservancy an owner of the Property, nor does it permit the Conservancy to control any use of the property by the Grantor which may result in the storage, dumping or disposal of hazardous or toxic materials; provided, however, the Conservancy may bring an action to protect the conservation values of the property, as described in this Easement. (This prohibition does not impose liability on the Conservancy, nor shall the Conservancy be construed as having liability as a "responsible party" under CERCLA or similar federal or state statutes.)

- B. Significant change, disturbance, alteration, or impairment of the relatively natural ecological features and values; or the destruction of other significant conservation interests on the property.
- C. Conversion of native vegetation to exotic cover species or the introduction of non-native plant species, farming, plowing, raising of agricultural crops or any type of cultivation is prohibited, except in existing fields as described in the Report.
- D. Introduction or release of non-native animal species, except for Chinese ring-necked pheasants and California quail.

- E. Grazing of livestock (except for cattle and horses as set forth in Paragraph 4 above), establishment and operation of a livestock feedlot or any wild game farming or wild game ranching facilities.
- F. Filling, excavating, dredging, mining, drilling, and the exploration for or extraction of minerals, hydrocarbons, soils, sand, gravel, rock, or other materials on or below the surface of the Property.
- G. Division, subdivision, or de facto subdivision of the Property.
- H. Construction or placement of any buildings, temporary living quarters of any sort, mobile homes, signs, billboards or other advertising materials, or utility towers or other structures.
- I. Construction of roads or vehicle trails.
- J. Use of snowmobiles, all-terrain vehicles, or motorcycles except for maintenance of the Property.
- K. Use of any motorized vehicles off of the roads and trails except for maintenance of the Property.
- L. Dumping, burning, burial or other disposal of refuse, animal carcasses, or other unsightly materials, or any wildlife-attracting materials, or non-compostable materials. Notwithstanding anything to the contrary in the forgoing, Grantor shall be allowed to bury any horse or cow being grazed on the Property which dies; provided said burial is done in a manner that does not attract wildlife to the buried carcass.
- M. Cutting, removing, or destruction of native vegetation.
- N. Animal trapping, except for the control of predatory or nuisance animals, excluding raptors.
- O. Application of biocides, herbicides, defoliants, chemical fertilizers, or other chemicals, except as specifically permitted in this Easement.
- P. Changing the topography of the Property by placing on it any soil, dredging spoils, land fill, or other material.
- Q. The keeping or storage of any automobiles, trucks, campers, travel trailers, motor homes, boats, heavy equipment, or any other type of machinery (except farm equipment necessary for the agricultural operations permitted on the Property).

R. Establishment or operation of any commercial or industrial activity.

6. Prior Notice and Approval. Grantor shall not undertake or permit any activity requiring prior approval by the Conservancy without first having notified and received approval from the Conservancy as provided herein.

Prior to the commencement of any such activity, Grantor shall send the Conservancy written notice of his/her intention to undertake or permit such activity. The notice shall inform the Conservancy of all aspects of the proposed activity, including location, design, materials or equipment to be used, dates and duration, and any other relevant information, and shall be sent by registered or certified mail, return receipt requested, to The Nature Conservancy, Utah Field Office, whose address is 559 East South Temple, Salt Lake City, UT 84102, with a copy to the Western Regional Attorney, The Nature Conservancy, 2060 Broadway, Suite 230, Boulder, CO 80302, or such other addresses as Grantor may from time to time be informed of in writing by the Conservancy.

The Conservancy shall have forty-five (45) days from receipt of the notice, as indicated by the date of the return receipt, to review the proposed activity and to notify Grantor of any objections thereto; provided that the 45-day period shall not begin until such time as the Conservancy has received adequate information from Grantor to evaluate the proposed activity. In the event that the Conservancy requires additional information to evaluate the proposed activity, the Conservancy shall request the information from Grantor as soon as practicable and in any case not later than 45 days after the receipt of the notice of the proposed activity.

The Conservancy's decision to approve or disapprove the activity proposed by Grantor shall be sent by registered or certified mail, return receipt requested, to Grantor at the address first stated above, or to such other address as the Conservancy may from time to time be informed of in writing by Grantor.

A decision by the Conservancy to disapprove a proposed activity must be based upon the Conservancy's determination that the proposed activity is inconsistent with the conservation purposes of the Easement. If in the Conservancy's judgment it is possible that the proposed activity can be modified to be consistent with the easement, the Conservancy's decision notice shall inform Grantor of such modification(s). Once modification is made to the satisfaction of the Conservancy or the Conservancy otherwise concurs with the matters set forth in Grantor's notice, the proposed activity may thereafter be conducted in a manner that is acceptable to the Conservancy.

Should the Conservancy fail to post its response to Grantor's notice within forty five (45) days of its receipt of notice or within forty five (45) days of the time that the Conservancy has received adequate information to evaluate the proposed activity, whichever is later, the proposed activity is automatically deemed consistent with the terms of the Easement, the Conservancy having no further right to object to the activity identified by such notice.

7. Remedies, Breach and Restoration. In the event a violation of any restriction contained herein, whether by Grantor or a third party, comes to the attention of the Conservancy, the Conservancy shall notify Grantor in writing of the violation. Grantor shall have thirty (30) days after the receipt of such notice to undertake actions, including restoration of the Property, that are reasonably calculated to swiftly correct the conditions caused by such violation. If Grantor fails to take such corrective action, the Conservancy may at its discretion undertake such actions, including appropriate legal proceedings, as are reasonably necessary to effect such corrections, and the cost of the corrections, including the Conservancy's expenses, court costs, and legal fees, shall be paid by Grantor, provided either Grantor, Grantor's family, any shareholders in the Property, agents, guests, employees or other persons permitted by Grantor are determined to be responsible for the violation.

In the event that Grantor undertakes any activity requiring approval of the Conservancy without or in advance of securing such approval, or undertakes any activity in violation of the terms of the Easement, the Conservancy shall have the right to force, by appropriate legal or equitable action, including an action for injunction or specific performance, the restoration of that portion of the Property affected by the activity to the condition that existed prior to the undertaking of the unauthorized activity. In such case, the costs of restoration and the Conservancy's costs of suit, including reasonable attorneys' fees, shall be borne by Grantor or those of his/her heirs, personal representatives, or assigns against whom a judgment is entered, or, in the event that the Conservancy secures redress without a completed judicial proceeding, by Grantor or those of his/her heirs, personal representatives, or assigns who are otherwise determined to be responsible for the unauthorized activity.

Enforcement of the terms and provisions of this Easement shall be at the discretion of the Conservancy. Any forbearance on behalf of the Conservancy to exercise its rights hereunder in the event of any breach by Grantor or his/her respective heirs, personal representatives, or assigns shall not be deemed or construed to be a waiver of the Conservancy's rights hereunder in the event of any subsequent breach.

8. Liabilities. Grantor shall hold harmless, indemnify, and defend the Conservancy and the Conservancy's members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with the presence or release of any hazardous material or substance of any kind on the Property. This paragraph shall not apply in the case of any hazardous material or substance in any manner placed on the Property by the Conservancy or the Conservancy's representatives or agents.

9. Taxes. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property and to bear all costs of operation, upkeep, and maintenance of the Property, and does hereby indemnify the Conservancy therefor.

10. Access. Nothing herein contained shall be construed as affording the public access to any portion of the Property.

11. Assignment. The Conservancy may assign the Easement with Grantor's consent, which consent shall not be unreasonably withheld, provided that:

A. The Conservancy requires, as a condition of such transfer, that the conservation purposes of the Easement continue to be carried out; and

B. An assignment may be made only to an organization qualified at the time of transfer to acquire a conservation easement under the 'Land Conservation Easement Act' of Utah's statutes, Sections 57-18-1 to 57-18-7.

12. Change of Conditions. The fact that any use of the Property that is expressly prohibited by this Easement, or any other use as determined to be inconsistent with the purpose of this Easement, may become greatly more economically valuable than permitted uses, or that neighboring properties may in the future be put entirely to uses that are not permitted thereunder, has been considered by the Grantor in granting this Easement. It is Grantor's belief that any such changes will increase the benefit to the public of the continuation of this Easement, and it is the intent of both Grantor and the Conservancy that any changes should not be assumed to be circumstances justifying the termination or extinguishment of this Easement pursuant to this paragraph. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment pursuant to this paragraph.

13. Subsequent Sale, Exchange or Involuntary Conversion. Grantor and the Conservancy agree that the granting of this Easement immediately vests the Conservancy with a property right, and the fair market value of this property right is 72.7% of the full fair market value of the Property. Grantor and the Conservancy further agree that the ratio of the Easement's value to the value of the Property, as unencumbered by the Easement, shall remain constant, so that should this Easement be extinguished by a change in conditions, the Conservancy shall be entitled to a portion of the proceeds from any subsequent sale, exchange or involuntary conversion. The Conservancy's share of the proceeds shall be 72.7% of the value of the Property at the time of such sale, exchange or involuntary conversion.

The Conservancy may be compensated for the value of this property right only in the event of a condemnation or other change in conditions resulting in the extinguishment of the Easement.

14. Amendment. If circumstances arise under which an amendment to or modification of the Easement would be appropriate, Grantor and the Conservancy may jointly amend the Easement; provided that no amendment shall be allowed that affects the qualification of the Easement under the 'Land Conservation Easement Act' of Utah's statutes, Sections 57-18-1 to 57-18-7. Any such amendment shall be consistent with the purposes of the Easement, shall not affect its perpetual duration, shall not permit additional development or improvements to be undertaken on the Property

other than development or improvements currently permitted by the Easement, and shall not impair any of the significant conservation values of the Property. Any such amendment shall be recorded in the official records of the county in which the Property is located.

15. Extinguishment. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether with respect to all or part of the Property, by judicial proceeding in a court of competent jurisdiction.

16. Interpretation. The provisions of this Easement shall be liberally construed to effectuate their purpose of preserving and protecting habitat for wildlife, unique native plants, wetlands habitat and upland buffer vegetative communities. No remedy or election given by any provision in this Easement shall be deemed exclusive unless so indicated, but it shall, wherever possible, be cumulative with all other remedies at law or in equity. The parties acknowledge that each party and its counsel have reviewed and revised this Easement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Easement. In the event of any conflict between the provisions of this Easement and the provisions of any use and zoning restrictions of the state or county in which the Property is located, or any other governmental entity with jurisdiction, the more restrictive provisions shall apply. This Easement shall be interpreted in accordance with the laws of the state in which the Property is located.

17. Miscellaneous.

A. Definitions. The terms "Grantor" and "Conservancy" as used herein shall be deemed to include, respectively, the Grantor, the Grantor's heirs, successors, personal representatives, and assigns, and the Conservancy, its successors and assigns.

B. Binding Effect. Grantor intends that the Easement shall run with and burden title to the Property in perpetuity, and shall bind Grantor, his/her heirs, successors, personal representatives, and assigns.

C. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions hereof and the application of such provision to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 14 above.

TO HAVE AND TO HOLD the said Easement unto the said Conservancy, its successors and assigns, forever.

IN WITNESS WHEREOF, the parties have executed this Easement this 2 day of July, 2002.

GRANTOR:

THE CONSERVANCY:

JOHN B. BREZOFF FAMILY LIVING TRUST, Trustees JOHN B. BREZOFF and CAROLINE R. BREZOFF

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

By: John B. Brezoff
John B. Brezoff, Trustee

By: [Signature]

By: Caroline R. Brezoff, Trustee
Caroline R. Brezoff, Trustee

Its: Via Proxy

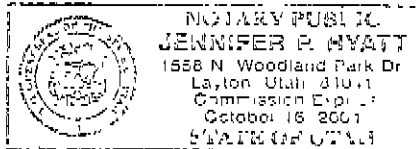
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STATE OF Utah)
) ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 2nd day of July, 2002 by John B. Brezoff as Trustee of the JOHN B. BREZOFF FAMILY LIVING TRUST, Trustees JOHN B. BREZOFF and CAROLINE R. BREZOFF.

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

[SEAL]



Jennifer P. Hyatt
Notary Public

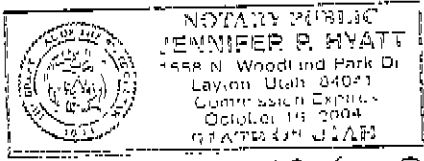
My Commission expires on 10-16-04.

STATE OF Utah)
) ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 2nd day of July, 2002 by Caroline R. Brezoff as Trustee of the JOHN B. BREZOFF FAMILY LIVING TRUST, Trustees JOHN B. BREZOFF and CAROLINE R. BREZOFF.

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

[SEAL]




Jennifer P. Hyatt
Notary Public

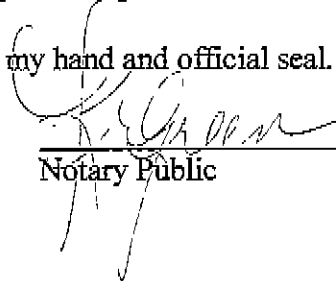
My Commission expires on 10-16-04.

STATE OF Utah)
)
COUNTY OF Salt Lake)

ss.

The foregoing instrument was acknowledged before me this 27 day of June, 2002, by David Livermore, as Vice President of The Nature Conservancy, a District of Columbia non-profit corporation.

 I, **WITNESS WHEREOF,** I hereunto set my hand and official seal.
KERRY B. GREEN
559 East South Temple
Salt Lake City, Utah 84102
My Commission Expires
November 17, 2002
State of Utah



Notary Public

My commission expires on _____.

Exhibit A

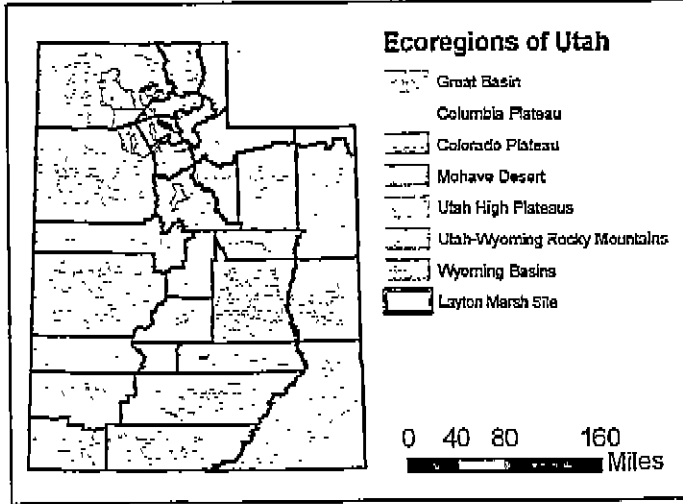
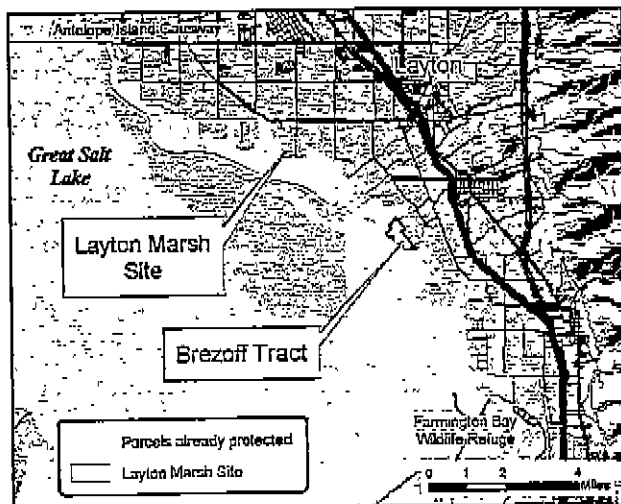
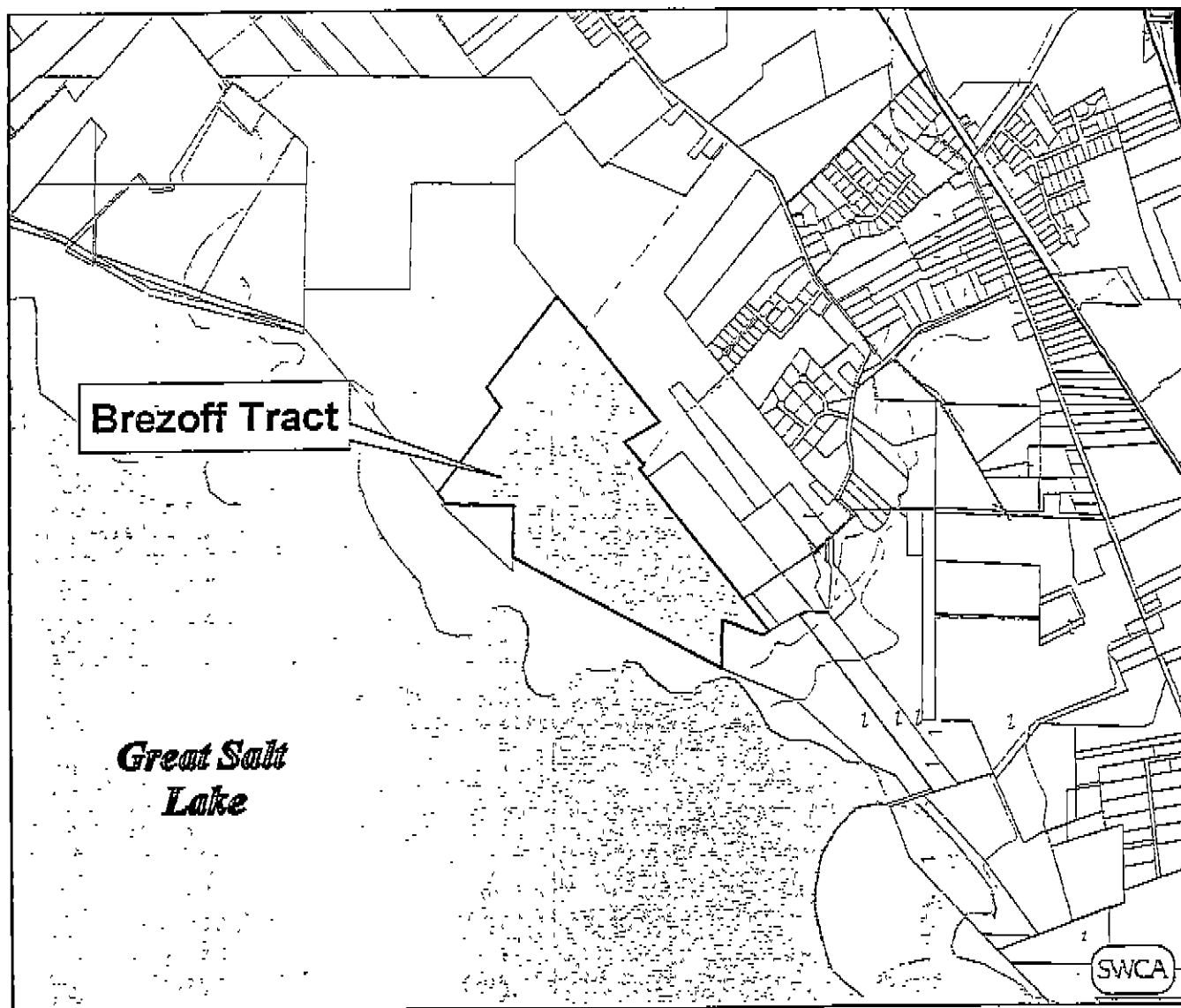
Property Description

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

Beginning at a point $S29^{\circ}59'32''W$ 3554.85 feet from the Northeast Corner of Section 5, Township 3 North, Range 1 West, Salt Lake Base and Meridian, (Basis of Bearing being $S0^{\circ}02'00''E$ between the Davis County brass cap monuments at the Northeast Corner and the East Quarter Corner of said Section 5) said point of beginning also being the same as that certain Boundary Line Agreement recorded as Entry No. 1690530, Book 2890, Pages 580-583 of Official Records;

thence $N39^{\circ}47'55''W$ 539.18 feet along said Boundary Line Agreement;
 thence $S37^{\circ}58'54''W$ 1452.87 feet along said Boundary Line Agreement;
 thence $S36^{\circ}00'10''E$ 314.67 feet along said Boundary Line Agreement;
 thence $S36^{\circ}45'07''W$ 1383.40 feet along said Boundary Line Agreement and its extension to the Meander Line of the Great Salt Lake;
 thence $S40^{\circ}02'44''E$ 151.46 feet along said Meander Line (1855 G.L.O. record = $S40^{\circ}E$) to the South Line of said Section 5 and the Meander Corner between Section 5 and Section 8 of said Township;
 thence $N89^{\circ}55'16''E$ 924.00 feet along the Section Line to the South Quarter Corner of Said Section 5;
 thence $S0^{\circ}00'59''E$ 833.54 feet along the north-south center of section line of said Section 8 to said Meander Line;
 thence $S47^{\circ}59'50''E$ 566.25 feet along said Meander Line (1855 G.L.O. record = $S48^{\circ}00''E$) to a Mcander Corner;
 thence $S69^{\circ}29'50''E$ 2369.45 feet along said Meander Line (1855 G.L.O. record = $S69^{\circ}30''E$ 2376.0 feet) to the East Line of said Section 8, and the Mcander Corner between Section 8 and Section 9 of said Township;
 thence North 356.27 feet along the Section Line to the southwest corner of that certain Warranty Deed recorded as Entry No. 1741857, Book 3015, Page 1846 of Official Records;
 thence $N59^{\circ}23'12''E$ 529.15 feet along the southeasterly line of said deed and the northwesterly line of that certain Warranty Deed recorded as Entry No. 1668923, Book 2830, Page 444 of Official Records to a point that is $S39^{\circ}42'00''E$ (prior records = $S39^{\circ}40'E$) of the northwest corner of that certain Quit-Claim Deed recorded as Entry No. 979602, Book 1509, Page 3, Parcel No. 7 of Official Records, said northwest corner of Parcel 7 being $N0^{\circ}02'00''W$ 60.06 feet (prior records = North 0.91 chains) and $S39^{\circ}42'00''E$ 95.70 feet (prior records = $S39^{\circ}40'E$ 1.45 chains) and $S51^{\circ}34'00''W$ 595.32 feet (prior records = $S51^{\circ}36'W$ 9.02 chains) from the Northwest Corner of Section 9 of said Township;
 thence $N39^{\circ}42'00''W$ 2388.71 feet (prior records = $N39^{\circ}40'W$) to the center of a creek;
 thence $N55^{\circ}35'17''E$ 71.03 feet along the center of said creek;
 thence $N39^{\circ}42'00''W$ 588.75 feet;
 thence $N45^{\circ}20'00''E$ 430.99 feet to a point on the arc of a 50.00 foot radius curve the center of which bears $N87^{\circ}09'05''E$, said point being on the westerly line of that certain right-of-way easement recorded as Entry No. 1264491, Book 2027, Page 856 of Official Records;
 thence Northeasterly 29.39 feet along said curve to the right and said right-of-way line through a central angle of $33^{\circ}40'34''$ (chord Bearing = $N13^{\circ}59'22''E$ 28.97 feet) to a point on the arc of a 25.00 foot radius curve the center of which bears $N59^{\circ}10'21''W$;
 thence Northwesterly 30.77 feet along said curve to the left and said right-of-way line through a central angle of $70^{\circ}31'44''$ (chord bearing = $N4^{\circ}26'13''W$ 28.87 feet);
 thence $N39^{\circ}42'05''W$ 1137.76 feet along said right-of-way line to the northerly line of said right-of-way;
 thence $N37^{\circ}37'45''E$ 40.86 feet along said right-of-way line to the southwesterly line of that certain deed recorded as Entry No. 19802, Book Y, Page 217 of Official Records;
 thence $N39^{\circ}40'00''W$ 18.02 feet along said southwesterly line to the northwesterly line of said deed;
 thence $N38^{\circ}30'00''E$ 16.30 feet along said northwesterly line to the point of beginning. Contains 184.7708 acres.

Map of the Property



Acknowledgment of Easement Documentation Report

Grantor and the Conservancy acknowledge that each has read the "Layton Marsh - Brezoff Easement Documentation Report," dated May 26, 2002, and that the report accurately reflects the condition of the Property subject to the Easement as of the date of conveyance of the Easement.

THE CONSERVANCY:

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

By: [Signature]

Its: Via Print

Date: 8/27/02

GRANTOR:

JOHN B. BREZOFF FAMILY LIVING TRUST, Trustees JOHN B. BREZOFF and CAROLINE R. BREZOFF

By: [Signature]
John B. Brezoff, Trustee

By: [Signature]
Caroline R. Brezoff, Trustee