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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/12/2006 11:32 AM
FEE \$0.00 Pgs: 8
DEPT REC'D FOR CENTRAL DAVIS SEW
ER DISTRICT

AFTER RECORDING, PLEASE RETURN TO:

Central Davis Sewer District
Attn: Leland Myers
2200 South Sunset Drive
Kaysville, Utah 84037

AGREEMENT TO EXCHANGE TITLE

THIS AGREEMENT TO EXCHANGE TITLE ("Agreement") is entered into as of June 8, 2006, by and between CENTRAL DAVIS SEWER DISTRICT, a political subdivision of the State of Utah ("CDS") and DANVILLE LAND INVESTMENTS, LLC, a Nevada limited liability company ("Danville"). Danville and CDS are sometimes referred to herein singularly as a "Party" and collectively as the "Parties".

Recitals

- A. Danville owns that certain parcel of real property ("Danville Parcel") located in Davis County, Utah, more particularly described on **Exhibit A** attached hereto and made a part hereof.
- B. CDS owns that certain parcel of real property ("CDS Parcel") located in Davis County, Utah, more particularly described on **Exhibit B** attached hereto and made a part hereof.
- C. The Danville Parcel and the CDS Parcel are contiguous.
- D. Pursuant to Utah Code §17-27a-608(7), Danville and CDS each desire to exchange and convey portions of their respective parcels to the other in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. Accuracy of Recitals. The Recitals set forth above are true, correct and complete in all material respects.

2. Exchange of Title. From and after the date of this Agreement, the Danville Parcel shall consist of the real property located in Davis County, Utah, more particularly described on **Exhibit C** (the "New Danville Parcel") and the CDS Parcel shall consist of the real property located in Davis County, Utah, more particularly described on **Exhibit D** (the "New CDS Parcel"). To conform the legal descriptions of the New CDS Parcel and the New Danville Parcel: (i) Danville hereby quitclaims to CDS any and all of Danville's right, title and interest in and to that portion of the Danville Parcel situated on the New CDS Parcel; and (ii) CDS hereby quitclaims to Danville all of CDS's right, title and interest in and to that portion of the CDS Parcel situated on the New Danville Parcel.

3. Payment. Upon execution of this Agreement by both Parties, Danville shall pay CDS the sum of Three Thousand Six Hundred Sixteen and No/100 Dollars (\$3,616.00) as consideration for the disparity in the size of the CDS Parcel and the New CDS Parcel.

4. Taxes; Assessments. The Parties shall each be obligated to pay any and all taxes, assessments and other impositions on, and to take all actions necessary to amend the tax identification numbers for, their respective parcel; provided; however, that Danville shall pay any greenbelt rollback taxes due and owing on the portion of the Danville Parcel that has become part of the New CDS parcel hereunder.

5. Integration; Modification. This Agreement contains the entire agreement between the Parties with respect to the matters set forth herein. This Agreement may be modified or amended only with the unanimous written agreement of the Parties, their successors and assigns.

6. Further Action. The Parties shall execute and deliver all documents, provide all information, take or forebear from all action as may be necessary or appropriate to achieve the purpose of this Agreement.

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

5. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provisions shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Agreement to Exchange Title is executed as of the day and year first above written.

DANVILLE:

DANVILLE LAND INVESTMENTS, LLC,
a Nevada limited liability company

By: Shane J. Smith
Its: Authorized Signatory

CDS D:

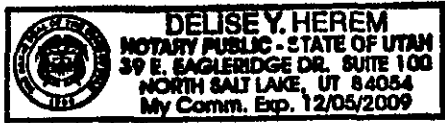
CENTRAL DAVIS SEWER DISTRICT,
a political subdivision of the State of Utah

By: Dean O. Broad
Its: CHAIR

STATE OF UTAH)
) : ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 8th day of June, 2006, by Thane L. Smith, the Authorized Signatory of Danville Land Investments, LLC, a Nevada limited liability company.

Delise Y. Herem
NOTARY PUBLIC



STATE OF UTAH)
) : ss.
COUNTY OF DAVIS)

On the 12TH day of ~~April~~ JUNE, 2006, personally appeared before me **Dean Brand**, who being by me duly sworn, did say that he is the Chairman of the Board of Trustees of **CENTRAL DAVIS SEWER DISTRICT**, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the District by authority of its Board of Trustees and said Chairman acknowledged to me that the District executed the same.

Peggy Gorham
Notary Public



EXHIBIT A

DANVILLE PARCEL

A parcel of land located in the East Half of the Southeast Quarter of Section 9, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah, described as follows:

BEGINNING at the southwest corner of Block 10 of Horton D. Haight's survey of the East Half of the Southeast Quarter of Section 9, said point being 20.00 chains West, 0.32 chains North, and Northeasterly 7.07 chains from the Southeast Corner of said East Half of the Southeast Quarter, said point also being North 02°53'28" East 516.14 feet along the section line and South 68°38'57" West 828.85 feet along the south line of said Block 10 and its easterly extension from the Southeast Corner of said Section 9 as currently monumented by the Davis County Surveyor, said point also being the terminus of a Boundary Line Agreement dated January 13, 1999, and recorded in Book 2435 at Page 643 of the Davis County records and running thence North 68°38'57" East 708.19 feet (Northeasterly 10.73 chains by record) to the southeast corner of said Block 10; thence along the east line of Blocks 10 and 12 of said survey North 1°08'00" West 968.88 feet (North 14.68 chains by record); thence along the north line and its easterly extension of Block 11 of said survey South 72°42'27" West 967.65 feet (Southwesterly 14.68 chains by record) to the northwest corner of said Block 11; thence South 16°48'03" East 980.76 feet (Southeasterly 14.86 chains by record) to the POINT OF BEGINNING.

EXHIBIT B

CSDS PARCEL

A parcel of land located in the South Half of Section 9, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah described as follows:

BEGINNING at a point South $88^{\circ}25'39''$ East 449.17 feet (North $88^{\circ}25'$ East 6.75 chains by record) along the section line and South $23^{\circ}56'39''$ East 712.80 feet (South $24^{\circ}00'$ East 10.80 chains by record) from the Center of Section 9, Township 3 North, Range 1 West, Salt Lake Base and Meridian and running thence along an existing fence as described in a Boundary Line Agreement recorded in Book 2435 at Page 643 of the Davis County records South $23^{\circ}56'39''$ East 950.27 feet (South $24^{\circ}00'$ East by record) to the north line of Block 2 of the Ephraim Ellison Survey of the West Half of the Southeast Quarter of said Section 9; thence along said north line North $76^{\circ}09'56''$ East 56.10 feet (North $78^{\circ}00'$ East by record); thence along said north line North $57^{\circ}09'56''$ East 186.12 feet (North $59^{\circ}00'$ East 2.82 chains by record) to the northwest corner of Block 5 of the Horton D. Haight Survey of the East Half of the Southeast Quarter of said Section 9; thence along the north line of said Block 5 North $70^{\circ}41'27''$ East 94.09 feet (Northeasterly 1.48 chains by record); thence along the east line of said Block 5 South $16^{\circ}48'03''$ East 1184.70 feet (Southeasterly 17.95 chains by record) to the southeast corner of Block 8 of said survey; thence along the south line of said Block 8 South $68^{\circ}38'57''$ West 451.51 feet (Southwesterly 7.07 chains by record) to the south corner of Block 7 of said Ephraim Ellison Survey; thence along the west line of said Block 7 North $38^{\circ}14'16''$ West 571.33 feet (North $37^{\circ}00'$ West 8.58 chains by record) to the southwest corner of Block 3 of said survey; thence North $41^{\circ}36'10''$ West 522.72 feet (North $37^{\circ}00'$ West 7.92 chains by record) to the northwest corner of Block 2 of said survey; thence North $42^{\circ}00'40''$ West 990.00 feet (North $42^{\circ}45'$ West 15.00 chains by record); thence North $39^{\circ}16'27''$ West 184.18 feet (North $45^{\circ}45'$ West 2.65 chains by record); thence North $70^{\circ}48'21''$ East 924.00 feet (North $71^{\circ}45'$ East 14.00 chains by record) to the POINT OF BEGINNING. Containing 35.17 Acres, more or less.

EXHIBIT C

NEW DANVILLE PARCEL

A parcel of land located in the Southeast Quarter of Section 9, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah more fully described as follows:

BEGINNING at a point on the South line of the proposed Shoreland Drive right-of-way said point being North $02^{\circ}53'28''$ East 405.33 feet coincident with the East line of Section 9, Township 3 North Range 1 West, Salt Lake Base and Meridian to said south right-of-way line, and coincident with said line North $73^{\circ}44'15''$ West 165.55 feet from the Southeast Corner of said Section 9, and thence continuing coincident with said line North $73^{\circ}44'15''$ West 775.78 feet; thence North $16^{\circ}48'03''$ West 179.58 feet to the north right-of-way line of said Shoreland Drive; thence coincident with said line the following 2 courses: North $73^{\circ}44'15''$ West 294.06 feet to a point of tangency of a 2,433.10 foot radius curve to the right; thence westerly 220.97 feet along said curve through a central angle of $05^{\circ}12'13''$; thence North $31^{\circ}35'38''$ East 145.14 feet; thence North $23^{\circ}56'39''$ West 92.65 feet to the north line of Block 2 of the Ephraim Ellison Survey of the West Half of the Southeast Quarter of said Section 9; thence coincident with said north line North $76^{\circ}09'56''$ East 56.10 feet; thence coincident with said north line North $57^{\circ}09'56''$ East 186.12 feet to the northwest corner of Block 5 of the Horton D. Haight Survey of the East Half of the Southeast Quarter of said Section 9; thence coincident with the north line of said Block 5 North $70^{\circ}41'27''$ East 94.08 feet; thence coincident with the east line of said Block 5 South $16^{\circ}48'03''$ East 203.94 feet to the northwest corner of Block 11 of Horton D. Haight's survey of the East Half of the Southeast Quarter of Section 9; thence coincident with the north line and its easterly extension of Block 11 of said survey North $72^{\circ}42'27''$ East 967.65 feet to the east line of Blocks 10 and 12 of said survey; thence coincident with said line South $01^{\circ}08'00''$ East 968.89 feet; thence South $68^{\circ}38'57''$ West 55.98 feet to the POINT OF BEGINNING. Said parcel contains 17.90 acres, more or less.

EXHIBIT D**NEW CDS D PARCEL**

A parcel of land located in the Southeast Quarter of Section 9, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah more fully described as follows:

BEGINNING at a point on the South line of the proposed Shoreland Drive right-of-way said point being North $02^{\circ}53'28''$ East 405.33 feet coincident with the East line of Section 9, Township 3 North, Range 1 West, Salt Lake Base and Meridian to said south right-of-way line, and coincident with said line North $73^{\circ}44'15''$ West 165.55 feet from the Southeast Corner of said Section 9, and thence South $68^{\circ}38'57''$ West 1103.74 feet coincident with the south line of Block 8 of the Horton D. Haight Survey of the East Half of the Southeast Quarter of said Section 9 and its extension to the south corner of Block 7 of the Ephraim Ellison Survey of the West Half of the Southeast Quarter of said Section 9; thence coincident with the west line of said Block 7 North $38^{\circ}14'16''$ West 571.33 feet to the southwest corner of Block 3 of said survey; thence North $41^{\circ}36'10''$ West 522.72 feet to the northwest corner of Block 2 of said survey; thence North $42^{\circ}00'40''$ West 990.00 feet; thence North $39^{\circ}16'27''$ West 184.18 feet; thence North $70^{\circ}48'21''$ East 924.00 feet to an existing fence as described in a Boundary Line Agreement recorded in Book 2435 at Page 643 of the Davis County records; thence coincident with said line and its extension South $23^{\circ}56'39''$ East 1,042.92 feet; thence South $31^{\circ}35'38''$ West 145.14 feet to the north right-of-way line of said Shoreland Drive and a point of non-tangency of a 2,433.10 foot radius curve to the left, of which the radius point bears North $21^{\circ}27'57''$ East; thence easterly 220.97 feet along said curve through a central angle of $05^{\circ}12'13''$; thence coincident with said right-of-way South $73^{\circ}44'15''$ East 294.06 feet; thence South $16^{\circ}48'03''$ East 179.58 feet to said south right-of-way line of Shoreland Drive; thence coincident with said line South $73^{\circ}44'15''$ East 775.78 feet to the POINT OF BEGINNING. Said parcel contains 35.56 acres, more or less.