

RETURNED
APR 29 2010

2525808
BK 5014 PG 1010

Record and return to:

Farmington City
Attention: City Manager
130 North Main
P.O. Box 160
Farmington, Utah 84025

E 2525808 B 5014 P 1010-1014
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/29/2010 03:55 PM
FEE \$0.00 Pgs: 5
DEP RT REC'D FOR FARMINGTON CITY C
ORF

Parcel ID No: 08-427-0141

FIRST AMENDMENT TO CONSERVATION EASEMENT

THIS FIRST AMENDMENT TO CONSERVATION EASEMENT ("**Amendment**") is entered into as of the 26th day of April, 2010 by and between CHRISTENSEN LAND COMPANY LLC successor in interest to BOYER FARMINGTON MEADOWS, L.C., a Utah limited liability company, and PLEASANT VALLEY INVESTMENTS, L.C., a Nevada limited liability company (collectively "**Original Grantors**") and FARMINGTON CITY, a political subdivision of the State of Utah (the "**City**").

WHEREAS, Original Grantors and the City entered into that certain Conservation Easement recorded on November 1, 2007 as Entry No. 2318163, Book No. 4401, Pages 370-403, in the Official Records of Davis County, Utah (the "**Easement**"); and

WHEREAS, Christensen Land Company LLC is the successor in interest to the Original Grantors solely with regard to the property legally described as:

Parcel D, Farmington Meadows Phase 1 Subdivision, according to the official plat thereof recorded in the office of the Davis County Recorder

WHEREAS, Christensen Land Company LLC and the City desire to amend the Easement solely as it relates to Parcel D pursuant to the terms and conditions set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings given them in the Easement.
2. Recitals. The second recital of the Easement is hereby amended to include "agricultural" in the collective referral to "conservation values".
3. Conveyance. Section 1 of the Easement is hereby amended to insert the word "agricultural" between "scenic" and "aesthetic".
4. Current Use and Condition of Property. The last sentence of Section 3 of the Easement is hereby amended to insert the word "agricultural" between "aesthetic" and "open space".

5. Permitted and Conditional Uses.

a. Subsection 6(a) regarding permitted uses is hereby amended to add an additional permitted use clause to read in its entirety as follows:

(vi) Agricultural and horticultural uses, including raising crops, excluding associated buildings or residences.

b. Subsection 6(b)(iv) regarding conditional use for associated buildings is hereby amended to read in its entirety as follows:

(iv) Associated buildings and structures, such as barns and paddocks, for permitted and approved agricultural, horticultural and class "B" livestock uses as permitted under Subsection 6(a), in designated areas only as delineated on **Exhibit "B."** No residential uses or structures shall be permitted.

6. Exhibit "C" - Maintenance Plan. The second sentence of the third (3rd) paragraph of Section 5 of the Maintenance Plan attached as Exhibit "C" to the Easement is hereby amended to read as follows:

"The Upland and Wetland Open Space consisting of Parcel D shall be maintained in its native state (i.e. no broad leaf weeds, but native vegetation) or in agricultural crops."

7. Parcel D Landscape Plan. The Farmington Meadows Phase 1 Parcel D Landscape Plan attached as part of Exhibit "2" to Exhibit "C" to the Easement is hereby amended to read as follows:

"Parcel D, which consists of 44.20 acres of upland and possibly wetland ground, will remain native vegetation or in agricultural crops until a conditional use permit is applied for by either the current owner or its assigned successors."

8. Use Map. Exhibit "B" to the Conservation Easement regarding the uses permitted within Parcel D is hereby amended to reflect the uses set forth in Exhibit "1," attached hereto and incorporated herein by this reference, with respect to Parcel D

9. Remaining Provisions. Except as specifically set forth in this Amendment, the provisions of the Easement shall remain unchanged.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Amendment as of the date set forth above.



FARMINGTON CITY
a Utah municipal corporation

ATTEST:

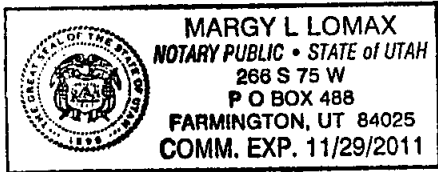
Margy L. Lomax
By: City Recorder

Scott C. Harbertson
By: Scott C. Harbertson
Its: Mayer

STATE OF UTAH
COUNTY OF DAVIS

On the 27th day of April, 2010 personally appeared before me Scott C. Harbertson who being duly sworn, did say that he is the Mayer of FARMINGTON CITY, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of Farmington City by authority of its governing body.

Margy L. Lomax
Notary Public



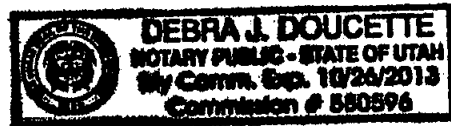
Christensen Land Company, LLC

Stephen K. Christensen
By: Stephen K. Christensen
Its: manager

STATE OF UTAH
COUNTY OF DAVIS

On the 26th day of April, 2010, personally appeared before me STEPHEN K. CHRISTENSEN who being by me duly sworn did say that (s)he is the managing member of CHRISTENSEN LAND CO. LLC a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

Debra J. Doucette
Notary Public



[Handwritten initials]



Exhibit 1. Exhibit "B" to the Conservation Easement for Farmington Meadows Phase 1 Subdivision

Use Map

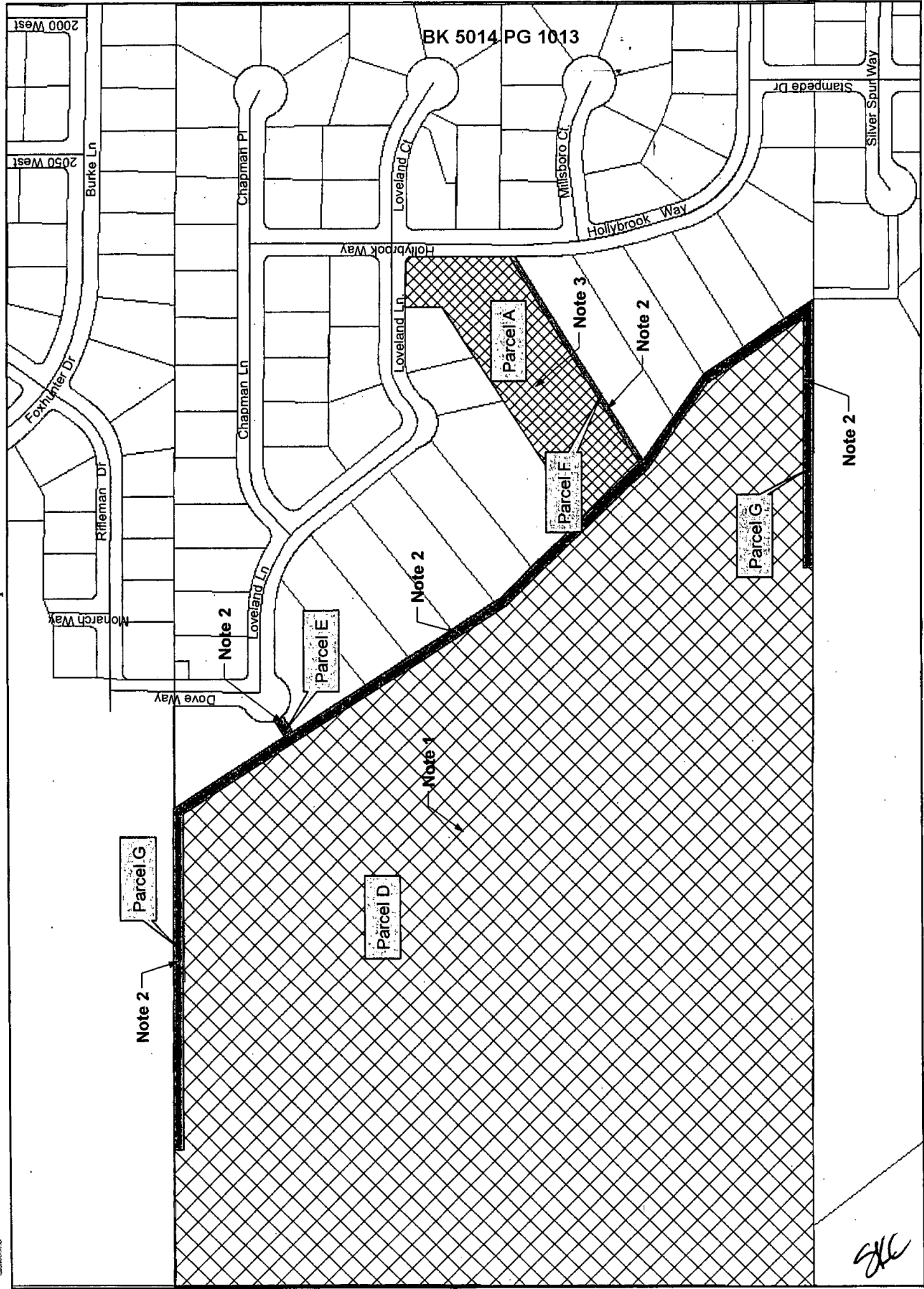


Exhibit B to the Farmington Meadows Conservation Easement

Use Map Notes

Note 1 Permitted uses allowed as shown in Subsection 6(a) of the Conservation Easement, as amended.

Note 2 Permitted and conditional uses allowed as shown in paragraphs 6.a.i, 6.a.iv, 6.a.v, 6.b.i and 6.b.ii of the conservation easement.

Note 3 Permitted and conditional uses allowed as shown in paragraphs 6.a.i, 6.a.iv, 6.a.v, 6.b.i and 6.b.iii of the conservation easement.

