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12/30/1999 04:09 PM 14.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
CHARLES A NICKERSON
2505 SKYLINE CIR
SLC UT 84108
BY: SEM, DEPUTY - WI 3 P.

CONFIRMATION OF AGREEMENT AND GRANT OF LIEN

This Confirmation of Agreement and Grant of Lien is made between

Richard L. Bird, Jr.

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[Names and addresses] (referred to as "Property Owner" even if consisting of more than one person) on the one hand, and Cardiff Associated Property owners, a Utah not-for-profit corporation (the Association) on the other hand.

RECITALS

A. The Association operates a water system for its members who own parcels of land with cabins located in the SW 1/4 of the NE 1/4, Pine Lodge Subdivision and that part of the E 1/2 of the NW 1/4 lying south of Pine Lodge Subdivision, all in Section 18, Township 2 South range 3 East, in the State of Utah.

B. Property Owner has acquired or is Acquiring the parcel described in Exhibit A which is incorporated by this reference (the "Property").

C. An Agreement and Grant of Lien has been executed by a former owner or owners of the Property in favor of the Association.

D. The parties desire to confirm that Agreement and Grant of Lien.

TERMS AND CONDITIONS

In consideration of the Recitals, which are an integral part of this instrument, and of the promises set forth below, it is agreed:

1. Confirmation and agreement. Property Owner acknowledges that it has received a copy of the Agreement and Grant of Lien described above, as well as the Bylaws of the Association and any existing Regulations of the Association. Property Owner confirms and agrees that Property Owner is bound by such Agreement and Grant of lien, such Bylaws, and any such Regulations. Property Owner confirms and agrees that the Agreement and Grant of Lien touches and concerns the land and runs with the land, and that it continues to apply against the property and any person with any interest in the Property. Commencing with the acquisition by PropertyOwner of any legal or equitable interest in the Property, Property Owner shall comply with the provisions of the Agreement and Grant of Lien, the Bylaws, and any Regulations adopted by the Board of the Association including any amendments which may be made to such Bylaws or Regulations from time to time.

2. No Limitations on Other Matters. Nothing in this instrument shall be construed

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to limit any obligation of Property Owner or of the Association under any other agreement, instrument, rule, regulation, law or ordinance that may apply.

3. Construction. This Confirmation shall be read together with and construed consistently with, the Agreement and Grant of Lien which it confirms. This Confirmation may be executed by the parties separately or together in any number of counterparts, all of which together shall constitute but one instrument.

Dated this 28th Day of July, 1999.

CARDIFF ASSOCIATED PROPERTY OWNERS

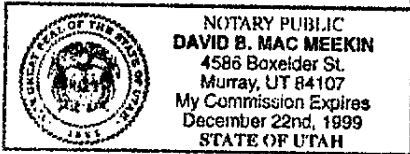
PROPERTY OWNER

Richard L. Birge

By Jan Fassel
Printed Name: JAN FASSEL
Title: PRESIDENT

STATE OF Utah)
)SS.
COUNTY OF Salt Lake)

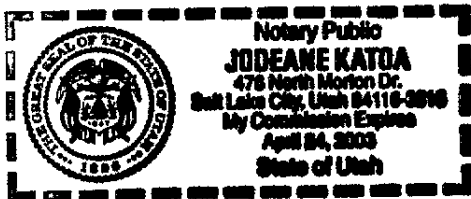
On the 27th day of August, 1999, personally appeared before me Jan Fassel, who being by me duly sworn did say that he is the President of Cardiff Associated Property Owners, a Utah not-for-profit corporation, and that the within and foregoing instrument was signed in behalf of such corporation by authority of its bylaws or a resolution of its board of directors and duly acknowledged to me that such corporation executed the same.



David B. Mac Meehin
Notary Public

STATE OF Utah)
)SS.
COUNTY OF Salt Lake)

On the 28th day of July, 1999, personally appeared before me Richard L. Birge, the signer of the within instrument, who duly acknowledged to me that (s)he executed the same.



Jodeane Katona
Notary Public

CARDIFF ASSOCIATED PROPERTY OWNERS

EXHIBIT A TO
AGREEMENT AND GRANT OF LIEN

Cabin NO. 10-60

Parcel No. 24-28-253-011-0000

COMMENCING at the Southwest corner of the Northeast quarter of Section 18, Township 2 South, Range 3 East, Salt Lake Base and Meridian, thence North 434.94 feet more or less to center of the South Fork of Big Cottonwood Creek; thence Northeasterly along the creek to a point 570 feet East from beginning; thence West 570 feet to beginning. Contains 2.83 acres.

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