FEB 2 9 2000

E 1577694 B 2620 P 400 SHERYL L. WHITE, DAVIS CNTY RECORDER 2000 FEB 29 1:52 PM FEE .00 DEP KM REC'D FOR DAVIS COUNTY

When Recorded, Mail To:

12 NSL Ind Park 19

01-083-0069 thru 0071

200-50

DRAINAGE EASEMENT (North Parcel) Property No. 542-1756

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole, Grantor, of 12th Floor, Church Office Building, Salt Lake City UT 84150-0012, hereby GRANTS unto the COUNTY OF DAVIS, a body corporate and politic of the state of Utah, 28 East State Street, Farmington, Utah 84025, Grantee, for the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, a non-exclusive easement and right-of-way for the construction, erection, operation, maintenance, repair, alteration, inspection, relocation, and replacement of water drainage systems or structures and access thereto across Grantors' land. The easements and rights-of-way hereby granted are located in the County of Davis, State of Utah, and are bounded and described as follows:

GRANTOR DESCRIBES WITH PARTICULARITY THE EASEMENT GRANTED BY THIS INSTRUMENT ON THE ANNEXED EXHIBIT A.

This easement and right-of-way grant includes the full right and authority to Grantee, its respective successors, assigns and their contractors, agents and employees, to enter at all times upon the said easement premises to survey, construct, repair, remove, replace, reconstruct, patrol, improve, enlarge, and maintain the utility lines installed within the easement. Grantee, at Grantee's cost, shall promptly restore the surface of any disturbed areas following construction or maintenance activities on the premises to the condition it was in prior to Grantee's activities.

Grantee agrees to indemnify Grantor and hold Grantor harmless from and against claims for wrongful death, personal injury or property damage, and attorneys fees incurred in connection therewith, related to Grantee's activities under this easement or upon the easement property.

Subject to the foregoing, Grantor retains and reserves the right to use the easement property for any and all purposes not inconsistent with the easement herein granted. Grantor reserves the right to use the drain installed in the said right of way for storm drainage to serve its adjacent property, described on the annexed Exhibit B.

Subject to easements, rights of way, conditions and covenants of record, enforceable at law or equity, or which would be disclosed by a thorough physical inspection of the property.

IN WITNESS WHEREOF, the said Grantor has caused this deed of easement to be subscribed by its Authorized Agent, this _______, 2000. Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole Name Title: STATE OF UTAH COUNTY OF SALT LAKE On this ____ day of _ On this 9 day of Feb., 2000, personally appeared before me Edwn. J., Pond, personally known to me to be the Authorized Agent of the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah Corporation Sole, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said Corporation, that the seal impressed on the within instrument is the seal of said Corporation, and the said acknowledged to me that the said Corporation execution. acknowledged to me that the said Corporation executed the same. My commission expires: Residing at: Notary Public W.\2000\2439\1111\RBFDRAINEASEMENTNORTH1123GEN WPD BRUCE FINDLAY 60 East South Templo, #1890 Salt Lake City, Utah 04111 My Commission Explore Accepted by Davis Count 2/23/2000 July 10, 2000 State of Utch

EXHIBIT A

North Storm Drain Easement Description:

That portion of the North 1030 feet of Lot 12 of the North Salt Lake Industrial Park Plat "A" as recorded with the Davis County Recorders office being a subdivision located in the Southwest Quarter and the Northwest Quarter of Section 2, Township 1 North, Range 1 West, and the Southwest Quarter of Section 3, Township 1 North, Range 1 West, and the Southwest Quarter of Section 35, Township 2 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point North 87 °05'47" East 820.24 Feet, and North 72.51 feet, and East 33.86 feet, and North 564.38 feet, and East 50.00 feet, and South 574.00 feet from the Northwest Corner of Section 2, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said point being East 50.00 feet, and South 574.00 feet from the Northwest corner of Lot 12 of the North Salt Lake Industrial Park Plat "A" as recorded with the Davis County Recorders office: and running thence East 1050.00 feet; Thence North 30.00 feet; Thence West 1050.00 feet; Thence South 30.00 feet to the point of beginning.

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EXHIBIT B

That portion of the North 1030 feet of Lot 12 of the NORTH SALT LAKE INDUSTRIAL PARK PLAT "A" SUBDIVISION, as recorded with the Davis County Recorder's Office, being a subdivision located in the Southwest Quarter and the Northwest Quarter of Section 2, Township 1 North, Range 1 West, and the Southeast Quarter of Section 3, Township 1 North, Range 1 West, and the Southwest Quarter of Section 35, Township 2 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point North 87 deg. 05'47" East 820.24 feet, and North 72.51 feet, and East 33.86 feet, and North 564.38 feet, and East 50.00 feet from the Northwest corner of Section 2, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said point being East 50.00 feet from the Northwest corner of Lot 12, NORTH SALT LAKE INDUSTRIAL PARK PLAT "A" SUBDIVISION as recorded with the Davis County Recorder's Office; and running thence East 1050.00 feet; thence South 574.00 feet; thence West 1050.00 feet; thence North 574.00 feet to the point of beginning.

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pt 12, NSL Ind Park A