

NW 10 4N-1W
09-050-0062

E 1881922 B 3318 P 1943
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2003 JUN 24 2:18 PM FEE 16.00 DEP JC
REC'D FOR METRO NATIONAL TITLE

When recorded return to:
Thomas E. Halter
Gust Rosenfeld P.L.C.
201 E. Washington, Suite 800
Phoenix, AZ 85004-2327
CA OSD 0002

Layton (#20). UT (#5205-00)

STORMWATER DRAINAGE AND DETENTION EASEMENT

This Stormwater Drainage and Detention Easement ("Agreement") is entered into as of June 24, 2003 by LANDSTAR DEVELOPMENT, LLC ("Landstar") for the benefit of the Wyndom Square PUD Homeowner's Association ("Wyndom").

RECITALS.

Landstar is the owner of that certain real property legally described on "Exhibit A" attached hereto and incorporated herein by this reference (the "Easement Property").

Landstar wishes to grant Wyndom a non-exclusive easement for storm water drainage and detention therewith on, over and under the Easement Property.

NOW THEREFORE, in consideration of the premises and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENTS.

1. Accuracy of the Recitals. The parties hereby acknowledge the accuracy of the Recitals which are incorporated herein by this reference.
2. Grant of Easement. Landstar hereby grants to Wyndom, for the benefit of Wyndom, a perpetual non-exclusive easement on, over and under the Easement Property for stormwater drainage and detention purposes.
3. Construction. Landstar specifically reserves the right to construct (or consents to the construction of) stormwater drainage and detention improvements in and on the Easement Area.
4. Binding Effect. This Agreement shall be binding upon the Easement Property. This Agreement shall inure to and be binding upon the parties hereto and their respective successors and assigns and shall run with the land. The term of the easement granted herein shall be perpetual.

5. Counterparts. This Agreement may be executed in one or more counterparts each of which in the aggregate shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first written above.

LANDSTAR DEVELOPMENT, L.L.C., a Utah limited liability company

Gary M. Wright
By *Wayne Belleau*
Its *Members*

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 24th day of June, 2003, by Wayne Belleau Gary M. Wright the Members of Landstar Development, L.L.C., a Utah limited liability company, on behalf of the company.

(Seal and Expiration Date)

Anna Irons
Notary Public

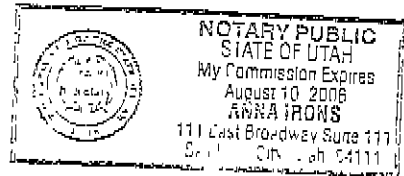
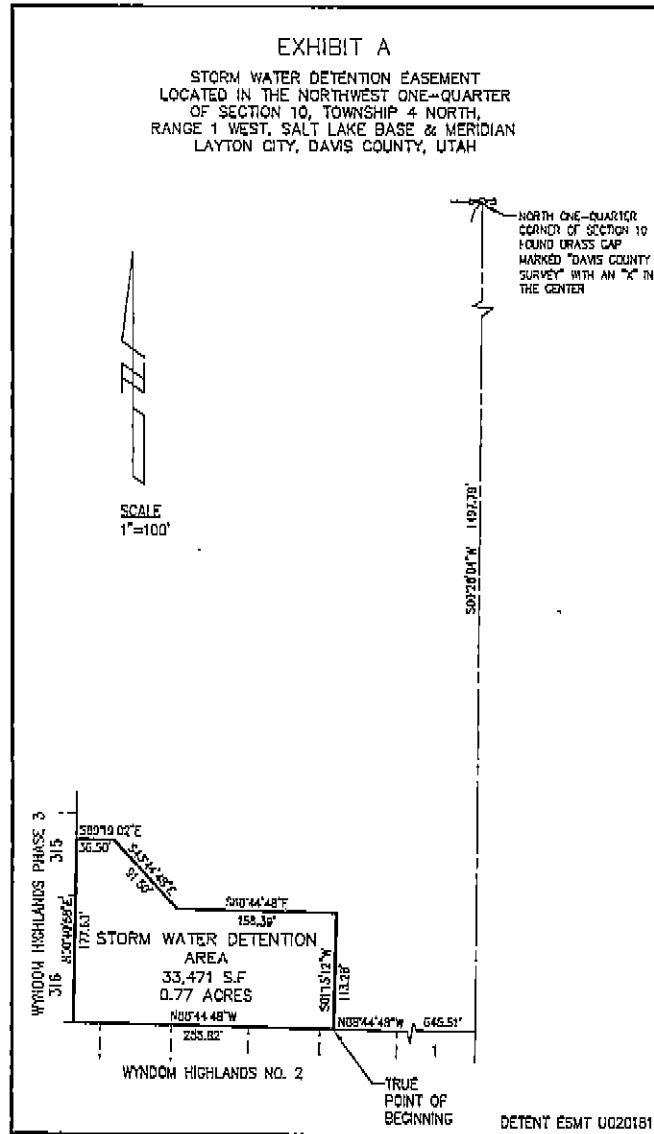


EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT



**LEGAL DESCRIPTION FOR
STORM WATER DETENTION AREA**

Basis of Bearings for this Legal Description is NAD 83 Datum – Utah Coordinate System 1983 North Zone. The original Basis of Bearings (South 00°07'30" West) was rotated 00°20'34" clockwise.

That portion of the property described in the Quit Claim Deed recorded under Entry No. 1545658, Book 2557, Pages 516 and 517, records of Davis County, located in the Northwest one-quarter of Section 10, Township 4 North, Range 1 West, S. L. B. & M., Davis County, Utah described as follows:

Beginning at a Davis County Survey brass cap with an 'x' marking the North one-quarter corner of said Section 10, thence South 00°28'04" West along the East line of said Northwest one-quarter a distance of 1497.79 feet to the Northeast corner of Lot 1 of Wyndom Highlands No. 2 as recorded in Book 2329, Entry No. 1425214, Page 194, records of Davis County;

Thence North 88°44'48" West along the North line of said Wyndom Highlands No. 2 a distance of 645.51 feet to the **TRUE POINT OF BEGINNING**;

Thence North 88°44'48" West a distance of 255.82 feet to the Southeast corner of Lot 316 of Wyndom Highlands Phase 3 as recorded in Book 2670, Entry No. 1603264, Page 904, records of Davis County;

Thence North 00°40'58" East along the East line of said Lot 316 and a portion of the East line of Lot 315 of said Wyndom Highlands Phase 3 a distance of 177.63 feet;

Thence South 89°19'02" East a distance of 36.50 feet;

Thence South 43°44'48" East a distance of 91.50 feet;

Thence South 88°44'48" East a distance of 156.39 feet;

Thence South 01°15'12" West a distance of 113.28 feet to the **TRUE POINT OF BEGINNING**.

Containing 33,471 square feet or 0.77 acres.