

T-52009

When Recorded, Return to:

Corporation of the Presiding Bishop of
The Church of Jesus Christ of Latter-day Saints
50 East North Temple, 4WW
Salt Lake City, Utah 84150
Attn: Robert Favero (Prop. 500-2674)
pt 08-052-0056
pt 08-052-0216
pt 08-051-0167

E 2421256 B 4706 P 1521-1531
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
2/4/2009 2:46:00 PM
FEE \$37.00 Pgs: 11
DEP eCASH REC'D FOR HICKMAN LAND TITLE CO

Drainage Easement

This EASEMENT AGREEMENT (the "Agreement") is made this ____ day of December, 2008, between Rodney L. Hess and Jon I. Hess, successor co-trustees of the **Florence S. Hess Trust u/a/d May 25, 1982**, with address at 1007 N. Main Street, Farmington, Utah 84025 (the "Trust"), and Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, a Utah corporation sole, ("CPB") (collectively, "the Parties").

RECITALS

- A. WHEREAS, the Trust is the owner of that certain parcel of real property in Davis County, Utah ("the Trust Parcel"), more particularly described on Exhibit A;
- B. WHEREAS, the Trust Parcel is adjacent to a parcel owned by CPB (the "CPB Parcel") more particularly described on Exhibit B;
- C. WHEREAS, the Trust is willing to grant to CPB an easement for drainage of storm water from the CPB Parcel on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereto agree as follows:

1. Grant of Easement by the Trust. The Trust hereby grants to CPB a perpetual and non-exclusive easement for the purpose of transit of storm water from the CPB Parcel over and across that portion of the Trust Parcel described on Exhibit C, to a terminus at a surface ditch the ("Ditch") which bisects the Trust Parcel (the "Drainage Easement"); SUBJECT TO all covenants, conditions, easements, right-of-way, reservations and restrictions now of record

CPB may use the Drainage Easement to lay, maintain, operate, repair, inspect, protect, remove and replace an underground water pipeline and related drainage facilities (the "Facilities").

The permanent Drainage Easement shall be fifteen (15) feet in width, two feet on either side of the center line described on Exhibit C. The Drainage Easement shall also include a temporary twenty (20) foot easement, six feet on either side of the center line described on Exhibit C, to be used during construction of the Facilities. The temporary easement shall expire one (1) year from the date of this Easement Agreement.

The Drainage Easement shall be for the exclusive use of CPB for the benefit of the CPB Parcel. No other property or parcel may benefit from or use the Drainage Easement or the Facilities without the Trust's prior written consent.

2. **Term.** The Drainage Easement shall continue indefinitely and shall run with the land and shall terminate only upon: (a) written and recorded agreement of all of the Parties or their respective successors in title; (b) the formal written and recorded abandonment by CPB of the Drainage Easement; or (c) the dedication by the Trust to the City of Farmington of a roadway containing drainage facilities sufficient to accommodate drainage of all the storm water runoff from the CPB Parcel. Upon any such termination, the Drainage Easement shall automatically revert to the Trust or its successors in title.

3. **Construction and Maintenance.** Without additional cost or assessment to the Trust, CPB hereby agrees to undertake the construction of the Facilities within the Drainage Easement to convey all storm water runoff from the CPB Parcel to the Ditch. CPB also hereby accepts the obligation to maintain and repair the Facilities.

4. **Use of Land by Trust.** CPB shall neither do nor permit any act that will unreasonably prevent or hinder Trust's use of and travel across the surface of the Drainage Easement, except for such temporary periods as are reasonably required for the maintenance, repair, operation, inspection, removal, replacement, or protection of the Facilities. The Trust shall have the right to use the Drainage Easement for any purpose that does not interfere with the Facilities.

5. **Trust's Right to Relocate Easement.** The Trust retains the right, upon 30 days written notice, to relocate the Drainage Easement anywhere within the Trust Parcel. Any such relocation of Facilities shall be at the Trust's sole expense. The Parties shall execute and deliver all such documents as may be necessary to facilitate such relocation.

6. **Reclamation.** If in its installation, maintenance, repair, operation, inspection, removal, replacement, or protection of the Facilities CPB destroys, disturbs, or damages any improvement, fence, pasture vegetation, or growing crop within the Drainage Easement, CPB shall within a reasonable time restore the same to its original condition. Any such reclamation work within the Drainage Easement shall: (i) shall occur only after at least five (5) days' prior written notice to the Trust; (ii) shall be performed in a good and workmanlike manner; and (iii) shall be prosecuted diligently to completion as soon as reasonably practicable. CPB shall use its best efforts to avoid causing any damage to, or interference with, the remainder of the Trust Parcel and its improvements, and it shall minimize any disruption or inconvenience to the Trust and its tenants.

7. **Succession.** This Agreement shall be binding upon and insure to the benefit of the Parties and their respective successors in interest and title. The rights and obligations provided under this Agreement shall run with the land.

8. **Attorney's Fees.** In the event any action is instituted between the Parties concerning the Agreement or the enforcement or interpretation of rights or obligations under the

Drainage Easement, the prevailing party shall be entitled to recover all costs and expenses therefor, including reasonable attorneys' fees and court costs.

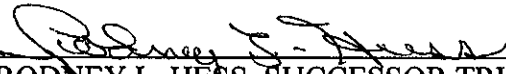
IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective as of the date first indicated above.

CPB:

CORPORATION OF THE PRESIDING
BISHOP OF THE CHURCH OF JESUS
CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole

By: _____
Name: _____
Title: Authorized Agent

Trust:



RODNEY L. HESS, SUCCESSOR TRUSTEE
OF THE FLORENCE S. TRUST



JON I. HESS, SUCCESSOR TRUSTEE OF
THE FLORENCE S. TRUST

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

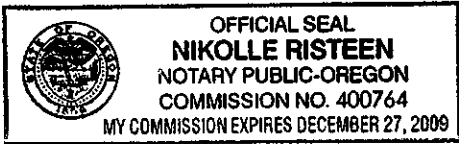
On this ____ day of _____, 20____, personally appeared before me _____, personally known to me to be the Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

Notary Public for the State of Utah

STATE OF OREGON)
 :SS
 COUNTY OF UNION)

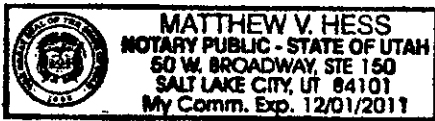
The foregoing instrument was acknowledged before me this 30 day of December, 2008, by RODNEY L. HESS, in his capacity as successor trustee of the Florence S. Hess Trust.



Nikolle Risteen
 Notary Public

STATE OF UTAH)
 :SS
 COUNTY OF DAVIS)

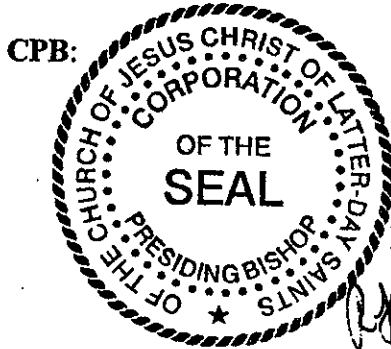
⁹ The foregoing instrument was acknowledged before me this 3rd day of ^{January}~~December~~, 2008, by JON I. HESS, in his capacity as successor of the Florence S. Hess Trust.



Matthew V. Hess
 Notary Public

Drainage Easement, the prevailing party shall be entitled to recover all costs and expenses therefor, including reasonable attorneys' fees and court costs.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective as of the date first indicated above.



**CORPORATION OF THE PRESIDING
BISHOP OF THE CHURCH OF JESUS
CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole**

By:

Name: Terry F. Ruda

Title: Authorized Agent

Trust:

RODNEY L. HESS, SUCCESSOR TRUSTEE
OF THE FLORENCE S. TRUST

JON I. HESS, SUCCESSOR TRUSTEE OF
THE FLORENCE S. TRUST

STATE OF UTAH

:SS

COUNTY OF SALT LAKE)

On this 29th day of January, 2009, personally appeared before me Terry F. Rada, personally known to me to be ^{an}~~the~~ Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as ^{an}~~an~~ Authorized Agent for CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

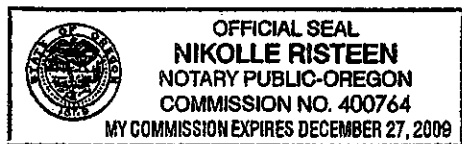
WITNESS my hand and official seal.



Notary Public for the State of Utah

STATE OF OREGON)
 :SS
 COUNTY OF UNION)

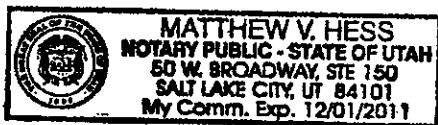
The foregoing instrument was acknowledged before me this 30 day of December, 2008, by RODNEY L. HESS, in his capacity as successor trustee of the Florence S. Hess Trust.



Nikolle Risteen
 Notary Public

STATE OF UTAH)
 :SS
 COUNTY OF DAVIS)

⁹ The foregoing instrument was acknowledged before me this 3rd day of ~~December~~ ^{January}, 2008, by JON I. HESS, in his capacity as successor of the Florence S. Hess Trust.



Matthew V. Hess
 Notary Public

EXHIBIT A**To Easement Agreement (Drainage Easement)****(Legal Description of the Trust Parcel)**

That certain real property located in Davis County, Utah, specifically described as:

PARCEL 1:

Beginning at a point 9.6 chains North of the center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 88°15' East 17.85 chains to the Westerly line of a road; thence North 22°45' West 180.0 feet along said road; thence South 88°15' West 100.0 feet; thence North 22°45' West 75.0 feet; thence North 88°15' East 100.0 feet to said road; thence North 22°45' West 183.66 feet along said road; thence South 88°15' West 1370.02 feet; thence South 2° West 156.0 feet thence South 88°15' West 671.88 feet, more or less, to the Easterly line of a Highway; thence South 21°21' East 266.43 feet along said Highway to the South line of the grantor's land; thence Easterly 14.14 chains, more or less, along the South line of said property to the point of beginning.

LESS AND EXCEPTING the following tracts:

APN: 08-052-0056

08-052-0216

Beginning on the West line of a Highway at a point 9.60 chains North and North 88°15' East 17.85 chains, more or less, from the Southwest Corner of the Northeast Quarter of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, in the City of Farmington, and running thence North 22°45' West 80.0 feet along said Highway; thence South 88°15' West 100.0 feet; thence South 22°45' East 80.0 feet parallel to said highway; thence North 88°15' East 100.0 feet to the point of beginning.

APN: 08-052-0012

Beginning 9.60 chains North from the center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian; thence West 14.14 chains, more or less, to the Easterly line of Highway; thence North 21°21' West 266.43 feet along said Highway; thence North 88°15' East 671.88 feet; thence North 2° East 156 feet; thence North 88°15' East 660.52 feet, more or less, to the Westerly line of Farmington City limits; thence Southeasterly along said Westerly boundary line to a point due East of beginning; thence West 7.10 chains, more or less, to the point of beginning.

APN: 08-051-0167

Beginning at a point North 89°06'42" East 921.915 feet along the south line of the Northeast Quarter of Section 13 and North 643.272 feet from the Center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 21°14'44" West 86.036 feet along an old fence; thence North 77°23'51" East 251.697 feet to the westerly right-of-way line of Utah State Road No. 106, a sixty-six foot wide road; thence South 22°12'15" East 95.338 feet along said right-of-way line; thence Southeasterly 44.728 feet along said right-of-way, a

1,465.69 foot radius curve to the left (delta equals 01°44'55", and long chord bears South 23°04'42" East 44.727 feet); thence South 88°47'02" West 268.078 feet along an old fence to the point of beginning. Containing 28,162 square feet, or .64651 acres, more or less.

A part of APN 08-052-0012

Beginning at a point North 89°06'42" East 921.915 feet along the south line of the Northeast Quarter of Section 13 and North 643.272 feet and North 21°14'44" West 86.036 feet along an old fence from the Center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 21°14'44" West 125.000 feet along an old fence; thence North 77°28'25" East 249.632 feet along an old fence to the westerly right-of-way line of Utah State Road No. 106, a sixty-six foot wide road; thence South 22°12'15" East 125.000 feet along said right-of-way line; thence South 77°23'51" West 251.697 feet to the point of beginning. Containing 30,932 square feet, or .71010 acres, more or less.

A part of APN 08-052-0011

PARCEL 2:

Beginning 9.60 chains North from the center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and meridian; thence West 14.14 chains, more or less, to the Easterly line of Highway; thence North 21°21' West 266.43 feet along said Highway; thence North 88°15' East 671.88 feet; thence North 2° East 156 feet; thence North 88°15' East 660.52 feet, more or less, to the Westerly line of Farmington City limits; thence Southeasterly along said Westerly boundary line to point due East of beginning; thence West 7.10 chains, more or less, to the point of beginning.

APN: 08-051-0167

LESS AND EXCEPTING the following tracts:

Exception Tract # 1.

Beginning on the West line of a road at a point 9.60 chains North and North 88°15' East 17.85 chains to said road and North 22°45' West 438.86 feet from the center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 22°45' West 391.52 feet along said road; thence South 67°17' West 181.50 feet; thence North 22°43' West 157.75 feet; thence West 964.99 feet to a point 17.12 chains South and 5.03 chains West of the North Quarter Corner of said Section 13; thence South 2° West 417.12 feet to a point 23.42 chains South and 5.32 chains West of said North Quarter Corner; thence West 765.6 feet, more or less, to the Easterly line of a Highway; thence South 21°21' East 227.91 feet, more or less, along said Highway to a point South 88°15' West 1370.02 feet and South 2° West 156.0 feet and South 88°15' West 671.88 feet, more or less, from the point of beginning; thence North 88°15' East 671.88 feet, more or less; thence North 2° East 156.0 feet; thence north 88°15' East 1370.02 feet to the point of beginning.

Exception Tract # 2.

A parcel in fee for the widening of an expressway State Route 89 known as Project No. 0067, being part of an entire tract of property, situate in the SE1/4NW1/4 of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning in the Easterly highway right of way and limited access line of said existing expressway at the Southwest Corner of said entire tract, which point is 193.129 meters (633.63 feet) North 0°07'38" East along the Quarter Section line and 287.606 meters (943.59 feet by measurement, 933.24 feet by record) South 89°31'23" West (deed or record West) from the center of said Section 13 as monumented with a county Brass Cap; and running thence North 21°24'40" West (deed or record North 21°21' West) 82.840 meters (271.78 feet by measurement, 266.43 by record) along said Easterly highway right of way and limited-access line to the Northerly boundary line of said entire tract; thence North 89°04'02" East (deed or record North 88°15' East) 19.465 meters (63.86 feet) along said Northerly boundary line; thence South 24°42' East 24.042 meters (78.88 feet) to a point of tangency with a 1509.848 meters (4953.57 feet) radius curve to the right; thence Southerly 60.444 meters (189.31 feet) along the arc of said curve to the Southerly boundary line of said entire tract (North: Chord to said curve bears South 23°33'22" East for a distance of 60.440 meters (198.29 feet)); thence South 89°31'23" West (deed of record West) 23.429 meters (76.87 feet) along said Southerly boundary line to the point of beginning as shown on the Official Map of said project on file in the Office of the Utah Department of Transportation.

Exception Tract # 3.

Beginning at a point South 89°45'50" West 352.89 feet and South 1761.66 feet from the North Quarter Corner of Section 13, Township 3 North, Range 1 West, Salt Lake Meridian, and running thence South 3°29'52" West 35.0 feet; thence North 86°30'08" West 30 feet; thence North 3°29'52" East 34.88 feet; thence South 86°43'53" East 30 feet to the point of beginning.

EXHIBIT B

To Easement Agreement (Drainage Easement)

(Legal Description of the CPB Parcel)

That certain real property located in Davis County, Utah, specifically described as:

A part of the Northeast Quarter of Section 13, Township 3 North, Range 1 West, Salt Lake Base & Meridian and more particularly described as follows:

Beginning at a point which is N00°01'47"E 638.00 feet and N88°47'01"E 351.42 feet from the Center of said Section 13 and running: Thence North 325.72 feet; Thence S81°41'32"W 59.48 feet; Thence 146.47 feet along a 45.11 foot radius curve to the right (chord bears N06°19'35"W 90.10 feet); Thence N88°15'00"E 738.71 feet to a point on the West right-of-way line of Main Street; Thence S22°13'08"E 30.30 feet along the West right-of-way line of Main Street; Thence S67°46'52"W 16.92 feet; Thence 117.13 feet along a 327.56 foot radius curve to the right (chord bears S78°00'56"W 116.51 feet); Thence S88°15'00"W 193.55 feet; Thence South 357.09 feet; Thence S88°47'01"W 358.04 feet to the point of beginning.

Contains: 172,338 sq. ft. or 3.956 acres

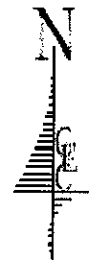


EXHIBIT C

To Easement Agreement (Drainage Easement)

(Legal Description of the Drainage Easement)

That certain real property located in Davis County, Utah, specifically described as:

Lying within a strip thirty (30) feet wide, said strip extending fifteen (15) feet parallel and adjacent (both sides) to the centerline described below:

A part of the Northeast Quarter of Section 13, Township 3 North, Range 1 West, Salt Lake Base & Meridian and more particularly described as follows:

Beginning at a point N00°01'47"E 1,035.77 feet and East 183.13 feet from the Center of said Section 13 and running: Thence N88°10'30"E 166.8 feet more or less along the centerline of a future drainage channel.