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**When Recorded, Mail To:**  
Corporation of the Presiding Bishop of  
The Church of Jesus Christ of Latter-day Saints  
Attn: Real Estate Services Division  
50 E. North Temple, 12th Floor  
Salt Lake City, Utah 84150

**RETURNED**  
**JUL 30 2010**

E 2543010 B 5076 P 841-846  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
07/29/2010 02:46 PM  
FEE \$20.00 Pgs: 6  
DEP RT REC'D FOR LINCOLN TITLE INS  
URANCE AGENCY

**With a Copy To:**  
~~Arnold E. Craythorn~~ Lynn E. Craythorn,  
~~Trudice M. Craythorn~~ Successor Trustee  
1599 S. Melanie Lane  
Syracuse, Utah 84075

(Space above for Recorder's use only)

Pt. 12-045-0043

**DRAINAGE EASEMENT AGREEMENT**

THIS DRAINAGE EASEMENT AGREEMENT (this "Agreement") is entered into this 24<sup>th</sup> day of May, 2010, by and between ~~ARNOLD E. CRAYTHORN~~ and ~~TRUDICE M. CRAYTHORN~~ as ~~Trustees~~ for both (1) the Arnold E. Craythorn Trust as to an undivided one-half interest, and (2) the Trudice M. Craythorn Trust as to an undivided one-half interest (collectively, "Grantor"), and CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, having its principal address at 50 East North Temple, 12th Floor, Salt Lake City, Utah 84150 ("Grantee").

\*\*Lynn E. Craythorn, as Successor Trustee

**RECITALS**

- A. Grantor is the owner of certain land situated in the City of West Point, County of Davis, State of Utah (the "Burdened Property");
- B. Grantee is the owner of certain land that is situated adjacent to the Burdened Property (the "Benefited Property");
- C. There is currently an irrigation ditch that runs along the eastern margin of the Benefited Property and then continues through the Burdened Property.
- D. Grantee desires to obtain from Grantor an easement to direct its storm water drainage into the irrigation ditch on, over, through, and across a portion of the Burdened Property (the "Easement Area"), as more particularly described on Exhibit A, and depicted on that certain Illustration for Exhibit A, both attached hereto and incorporated herein by this reference; and
- E. Grantor is willing to grant this drainage easement under the terms hereinafter set forth.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

- 1. Grant of Easement. Grantor hereby grants and conveys unto Grantee, for the benefit of the Benefited Property, a temporary non-exclusive easement on, over and across the Easement Area for the sole purpose of constructing, installing, repairing, and replacing the Improvements and for carrying

storm water runoff from the Benefited property across the Easement Area, and for vehicle and pedestrian ingress and egress to and from the Burdened Property (the "**Easement Purpose**").

2. Term. This easement shall be permanent and shall run with the land.

3. Access. Grantee and its agents, employees, invitees and licensees shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee shall enter upon the Easement Area at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area and/or the Burdened Property and the entry upon the same by Grantee, its agents, employees, servants, and other such parties.

4. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with the Easement Purpose. In addition to the foregoing, Grantor reserves the right use the irrigation ditch for storm drainage and to relocate or modify the Easement Area at any time at its own cost and expense, provided that such relocation provides Grantee with comparable drainage rights and privileges and so long as such relocated or modified Easement Area is memorialized in a document recorded in the Office of the Davis County Recorder.

5. Restoration. Upon the exercise of any rights hereunder, Grantee agrees to restore the surface of the Easement Area to a condition that is as good or better than existed prior to Grantee commencing its work

6. Building Restrictions on the Easement Area. Grantor agrees not to construct buildings or other structures, or to plant trees on the Easement Area that conflict with the irrigation ditch.

7. Governing Law. This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah.

8. Miscellaneous. Subject to the terms and conditions of this Agreement, the easement granted herein shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, will be paid by the non-prevailing party. This Agreement may be executed in counterparts, and when all indicated signatories have executed this Agreement, whether or not on the same counterpart thereof, this Agreement shall be as fully binding as if all parties had executed one form of this Agreement.

*[Signatures and Acknowledgements to Follow]*



GRANTEE:

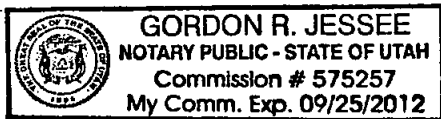
CORPORATION OF THE PRESIDING  
BISHOP OF THE CHURCH OF  
JESUS CHRIST OF LATTER-DAY SAINTS,  
a Utah corporation sole

By: Terry F. Rudd  
Name (Print): TERRY F. RUDD  
Its: AUTHORIZED AGENT

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE        )

On this 24<sup>th</sup> day of MAY, 2010, personally appeared before me TERRY F. RUDD, personally known to me to be an 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.



[Signature]  
Notary Public for Utah

Exhibit A

**(Legal Description of the Easement Area)**

A part of the Southeast Quarter of Section 6, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the North Boundary of Bannock Phase 1 Subdivision in West Point City, Davis County, Utah; said point is 669.69 feet North 0°06'59" East along the Quarter Section line and 897.10 feet North 89°52'30" East along said North Boundary from the Southwest corner of said Quarter Section and running thence South 89°52'30" West 696.10 feet along said North boundary line; thence North 0°08'54" East 131.48; thence North 89°53'01" West 201.07' to the Quarter Section line; thence North 0°06'11" East 10.00 feet along said Quarter Section line; thence South 89°53'01" East 211.08 feet; thence South 0°08'54" West 131.44 feet; thence North 89°52'30" East 686.07 feet; thence South 0°01'57" East 10.00 feet to the point of beginning. \*feet

Contains 10,286 Square Feet or 0.236 Acres.

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Illustration of Exhibit A  
(Depiction of the Easement Area)

