

Thomas Olds  
56 Golden Eagle  
Irvine, CA 92603

1829132MT

**SPRINGPOINTE DRAINAGE EASEMENT AGREEMENT  
BETWEEN  
SPRINGVILLE DRAINAGE DISTRICT  
AND  
OLDS FAMILY 2002 TRUST**

This Springpointe Drainage Easement Agreement (this "Agreement") is made and entered into by and between the Springville Drainage District, a special district organized under the laws of the State of Utah ("SDD") and Thomas L. Olds, Jr., Trustee of the Olds Family 2002 Trust, udt June 3, 2002 ("Olds"). (SDD and Olds collectively the "Parties" and individually a "Party".)

**WITNESSETH**

WHEREAS, Olds is the owner in fee simple of that certain real property located in the City of Springville, Utah County, Utah and more particularly described on Exhibit A attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, certain easements (the "Easements") across the Property for subsurface drainage via subsurface drain lines are held by SDD as the dominate estate generally shown on Exhibit A; and

WHEREAS, the exact locations of some of the Easements on the Property are unknown and difficult, if not impossible, to determine with reasonable precision; and

WHEREAS, Olds and SDD want to resolve all issues and disputes regarding the location of the Easements on the Property by vacating certain easements and ratifying and/or establishing new easements in a clear and unambiguous manner.

NOW THEREFORE, in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the mutual benefits and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The recitals stated above are true and correct and are an integral part of the Agreement and not mere recitals hereto.

2. Vacating of Easements.

SDD hereby vacates, releases, relinquishes, and forever abandons to Olds those easements on the Property reflected on Exhibit A as "to be vacated" or "vacated."

3. Establishment of Easements.

Olds hereby establishes, ratifies, gives, and grants to SDD those easements (the “New Easements”) on the Property reflected on Exhibit A, expressly excluding those easements “to be vacated” or “vacated.” The purpose and extent of the New Easements is to provide subsurface water drainage via enclosed drain pipe; the purpose and scope of the New Easements are further shown in Exhibit B detailing the New Easements’ design. The New Easements shall be non-exclusive in that parking, access or landscaping may be placed above the subsurface drain pipes.

4. Easements Run With Land.

The easements established or ratified by this Agreement shall be perpetual and run with the land unless altered, removed, or abandoned by written consent of SDD.

5. Additional Approvals.

The Parties shall execute and deliver any and all additional documents and instruments reasonably necessary complete the intended purposes of this Agreement.

6. Entire Agreement.

This Agreement constitutes the entire Agreement between the Parties regarding the subject matter hereof and cannot be modified except by a written instrument signed by the Parties. This Agreement supersedes all previous agreements related to the subject matter herein, whether written or oral.

7. Governing Law.

This Agreement shall be enforced and governed under the laws of the State of Utah, and jurisdiction for any action based on this Agreement shall be with the District Court of Utah County, State of Utah.

8. Attorney Fees.

In the event litigation is filed in connection with this Agreement, including but not limited to the interpretation or enforcement of the terms hereof, the prevailing party shall be entitled to its attorney’s fees.

9. Miscellaneous.

(a) If any provision of this Agreement, or a portion therefor the application thereof to any person or circumstance shall to any extent be held to be invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provisions, shall not be effected thereby.

(b) Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either Party liable for the debts or obligations of the other.

(c) Time shall be of the essence as to all covenants, terms, conditions in this Agreement.

(d) The rights of the Parties shall be cumulative and the failure on the part of a Party to exercise property any rights hereunder shall not operate to waive or forfeit any of the rights.

(e) This Agreement may be executed in any number of counterparts, each which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. A facsimile or email copy of this Agreement executed by one or both of the parties hereto shall be deemed to be an original Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the Effective Date determined as the 11 day of July, 2018.

SPRINGVILLE DRAINAGE DISTRICT

Signed, sealed and delivered in the presence of:

Lori Kelsey  
Name: Lori Kelsey  
(Print or Type Name)

By: Jud Hamard  
Name: Jud Hamard  
Title: V.P. Board Member

Bruce Kulpa  
Name: Bruce Kulpa  
(Print or Type Name)

Kelly C. Olds  
Name: Kelly Olds  
(Print or Type Name)

OLDS FAMILY 2002 TRUST

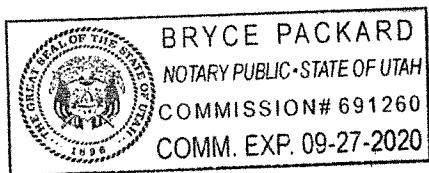
By: T. Olds 7/20/18  
Thomas L. Olds Jr.  
Trustee  
AKA Thomas Olds Jr

*H. S. Ahn*  
 Name: Hyung S. Ahn  
 (Print or Type Name)

STATE OF UTAH

COUNTY OF UTAH

The foregoing instrument was acknowledged before me this 11 day of July, 2018, by JUD MARMAN, as Board member of Springville Drainage District, a special district under the Laws of Utah. He/She is personally known to me or has produced Known to me as identification.



*Bryce Packard*  
 Notary Public

BRYCE PACKARD  
 (Type, Print or Stamp Name)

My Commission Expires: 9-27-2020

STATE OF CALIFORNIA

COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of Thomas L. Olds, Jr., Trustee of the Olds Family 2002 Trust udt June 3, 2002. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

*Notary Public*

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On 7.20. 2018 before me, Hyung S. Ahn, Notary Public  
(Here insert name and title of the officer)

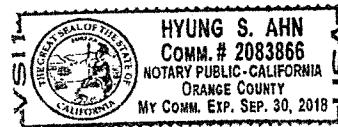
personally appeared Thomas Olds Jr,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Hyung S. Ahn  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Olds Family 2002 Trust

(Title or description of attached document)

Number of Pages 5 Document Date 6.3.2002  
Exhibit A-1

### CAPACITY CLAIMED BY THE SIGNER

Individual (s)  
 Corporate Officer

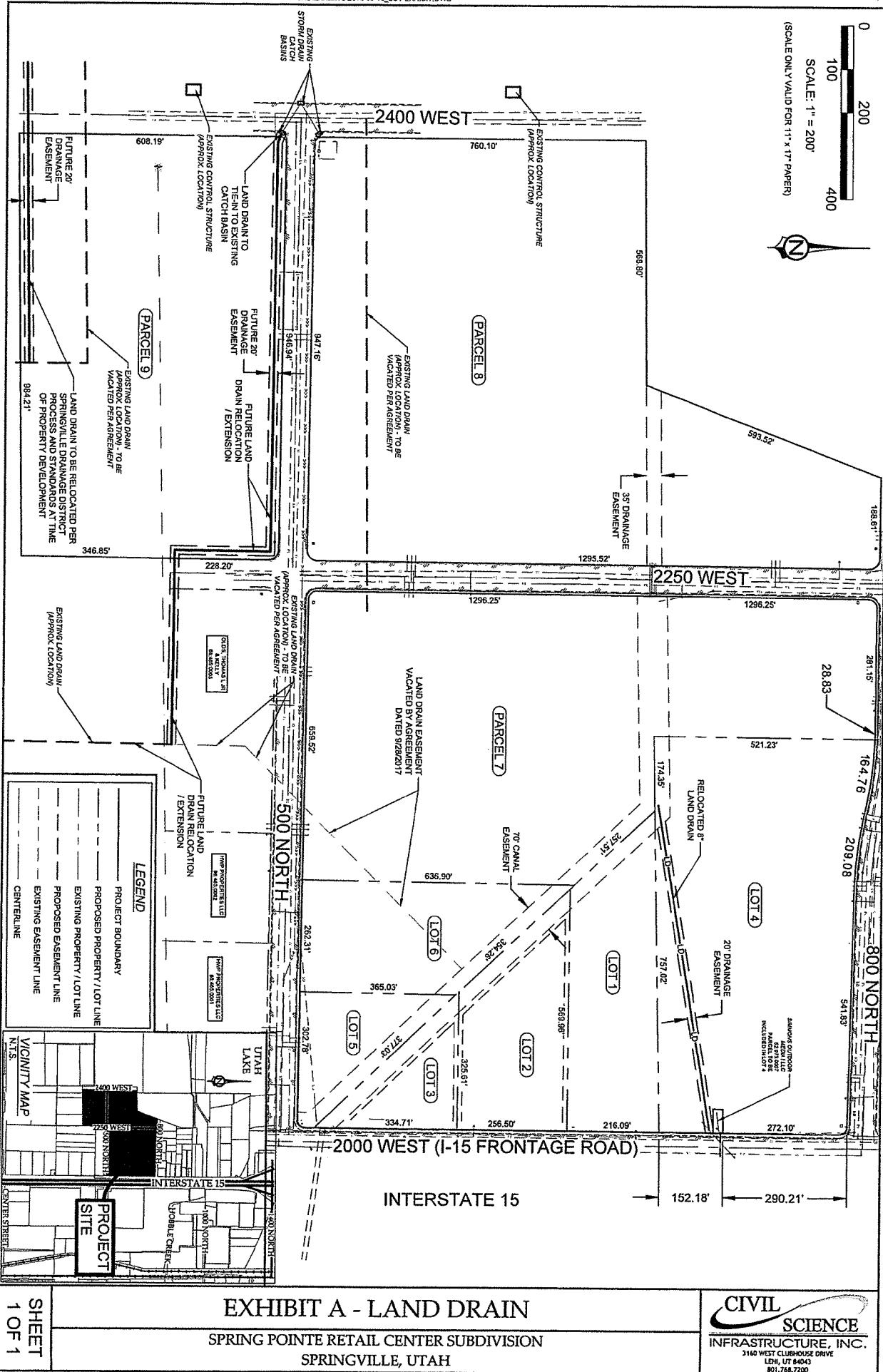
(Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other

### INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



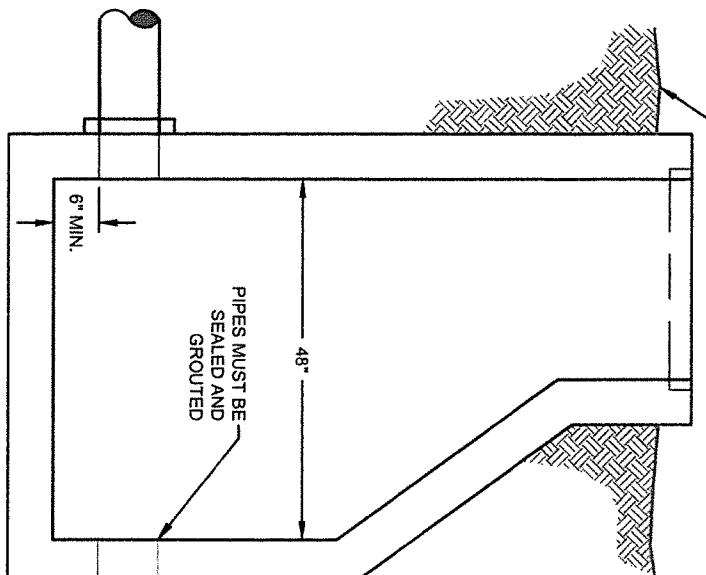
**EXHIBIT A - LAND DRAIN**

SPRING POINTE RETAIL CENTER SUBDIVISION  
SPRINGVILLE, UTAH

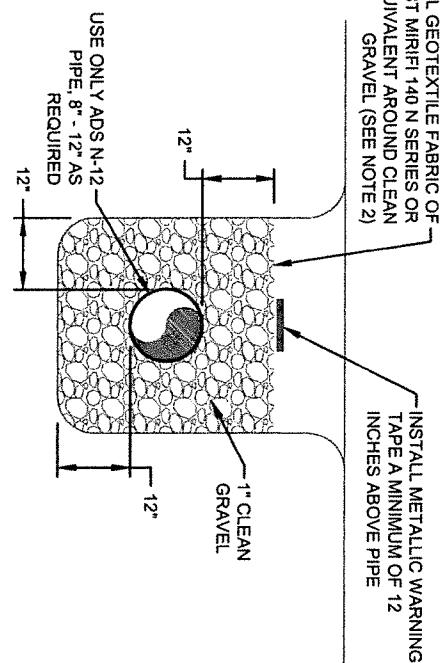
The logo for Civil Science Infrastructure, Inc. It features the word "CIVIL" in a large, bold, black, sans-serif font. A thick, black, curved line starts from the top left of "CIVIL" and sweeps down and to the right, ending with a small flourish. To the right of this line, the word "SCIENCE" is written in a smaller, bold, black, sans-serif font. Below "CIVIL" and "SCIENCE", the words "INFRASTRUCTURE, INC." are written in a smaller, bold, black, sans-serif font. At the bottom of the logo, there is a thin horizontal line. Below this line, the address "3160 WEST CLUBHOUSE DRIVE" is written in a smaller, black, sans-serif font. Below the address, the city "LEHI, UT 84043" is written in a smaller, black, sans-serif font. Below the city, the phone number "801.788.7200" is written in a smaller, black, sans-serif font.

## NOTES:

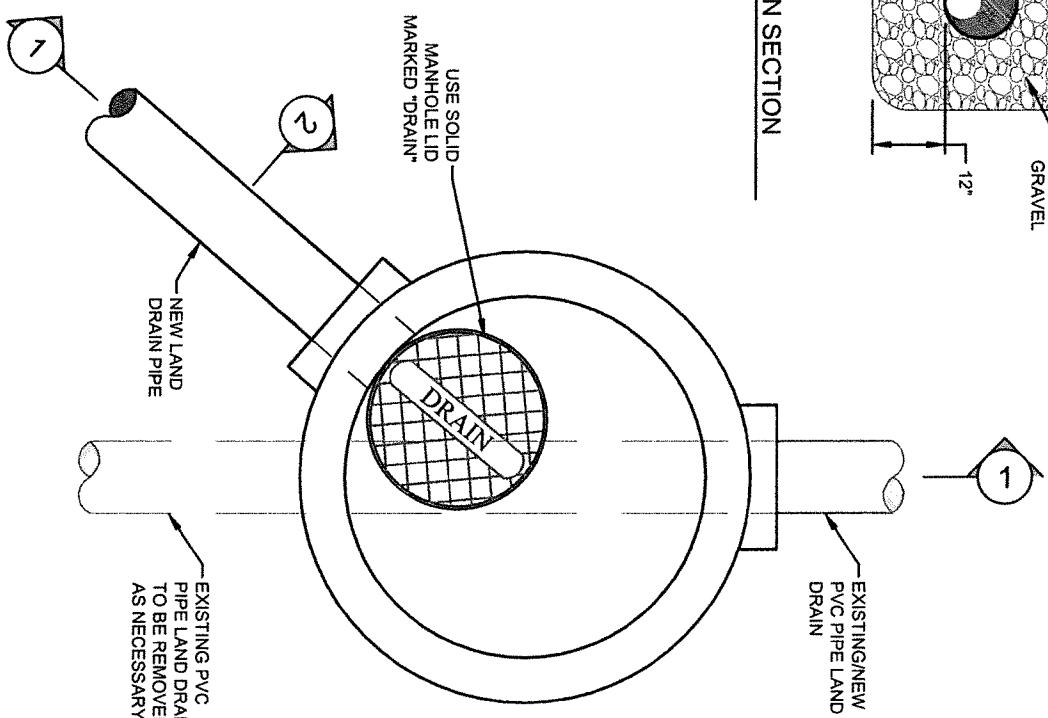
1. LAND DRAINS TO BE 8 INCHES MINIMUM OR DIAMETER TO MATCH EXISTING DRAIN.
2. PERFORM A TEST WITH GEOTEXTILE FABRIC TO DETERMINE IF IT CAN BE LEFT OFF OF BOTTOM AND SIDES OF GRAVEL ENVELOPE.
3. ALL BACKFILL MATERIALS TO BE COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY.
4. KNOCKOUT BOXES ARE NOT ALLOWED.



1 CLEANOUT BOX SECTION  
N.T.S.



2 LAND DRAIN SECTION  
N.T.S.



3 CLEANOUT BOX DETAIL  
N.T.S.

## EXHIBIT B - LAND DRAIN DETAILS

SPRING POINTE RETAIL CENTER SUBDIVISION  
SPRINGVILLE, UTAHSHEET  
1 OF 1

**CIVIL SCIENCE**  
INFRASTRUCTURE, INC.  
3160 WEST CLUBHOUSE DRIVE  
LEHI, UT 84043  
801.768.7200

EXHIBIT A - LAND DRAIN EASEMENT

A 20 FOOT WIDE LAND DRAIN EASEMENT, BEING 10 FEET ON EITHER SIDE OF CENTERLINE; BEING LOCATED IN LOT 2, SPRING POINTE PLAT "A", RECORDED MAY 29, 2003, AS ENTRY NO. 80202:2003, UTAH COUNTY RECORDER AND IN LOT 3, SPRING POINTE PLAT "D", RECORDED JANUARY 21, 2015, AS ENTRY NO. 4543:2015, UTAH COUNTY RECORDER, BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, BEING LOCATED IN SPRINGVILLE CITY, UTAH COUNTY, STATE OF UTAH; CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS N90°00'00"W 71.27 FEET AND N00°00'00"E 289.95 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 30, AND RUNNING THENCE S89°16'00"E 951.13 FEET; THENCE S00°28'26"W 223.20 FEET; THENCE S89°27'31"E 258.18 FEET; THENCE S89°16'58"E 224.86 FEET, TO AN EXISTING LAND DRAIN AND POINT OF TERMINATION.

LESS AND EXCEPTING ANY PORTION LYING WITHIN 2250 WEST AS SHOWN ON SPRING POINTE PLAT "A".

TOGETHER WITH

A 20 FOOT WIDE LAND DRAIN EASEMENT, BEING 10 FEET ON EITHER SIDE OF CENTERLINE; BEING LOCATED IN LOT 2, SPRING POINTE PLAT "A", RECORDED MAY 29, 2003, AS ENTRY NO. 80202:2003, UTAH COUNTY RECORDER; BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, BEING LOCATED IN SPRINGVILLE CITY, UTAH COUNTY, STATE OF UTAH; CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS S00°00'00"E 313.33 FEET AND N90°00'00"W 75.28 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 31, AND RUNNING THENCE N89°22'26"E 550.82 FEET, TO AN EXISTING LAND DRAIN AND POINT OF TERMINATION.

(BASIS OF BEARING IS N89° 00' 34"E BETWEEN THE SOUTHWEST CORNER AND THE SOUTH 1/4 CORNER OF SAID SECTION 30.)