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12-117-0016, 0015, 0019, 0020,
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When Recorded Return To.)
)
The Nature Conservancy)
2060 Broadway, Suite 230)
Boulder, Colorado 80302)
Attn. Western Regional Attorney)

E 1684262 B 2872 P 1123
SHERYL L. WHITE, DAVIS CNTY RECORDER
2001 AUG 24 10:58 AM FEE .00 DEP MT
REC'D FOR HOME ABST & TITLE CO

(Space above this line reserved for Recorder's use)

nc

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 10th day of July, 2001, by and between DAVIS COUNTY, a body politic of the State of Utah ("Davis County"), and THE NATURE CONSERVANCY, a District of Columbia nonprofit corporation (the "Conservancy"), on the basis of the following facts and circumstances.

- A. The Conservancy is the owner of certain real property in Davis County, Utah, consisting of 430 acres, more or less, commonly known as a portion of the Layton Wetlands Preserve and more particularly described in Exhibit A to this Agreement (the "Property") and desires to divert flood and storm water flows from Davis County storm drain facilities
- B. Davis County desires to obtain an easement over the property for storm and flood water purposes.
- C. The Conservancy is willing to grant this Drainage Easement to Davis County on the terms and conditions below.

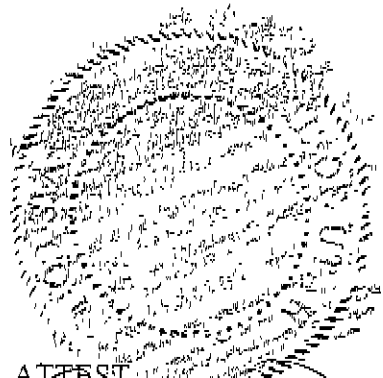
NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Drainage Easement, Davis County and the Conservancy agree as follows:

- I. The Conservancy hereby grants to Davis County, and Davis County hereby accepts, a permanent easement over and across the Property for the purpose of allowing storm, flood, and surface water to flow on, over and across the Property from Davis County's storm drainage facilities (the "Drainage Facilities"), subject to the terms and conditions of this Drainage Easement.
- II. Construction of the Drainage Facilities shall be done in accordance with all applicable permits and requirements by the U S Army Corps of Engineers.
- III. Any adjustment, modification or change of any structures associated with the Drainage

Facilities shall continue to ensure water flow to properties east, west and south of the Drainage Facilities. Any adjustment, modification or changes shall be the responsibility of Davis County and shall require the written consent of the conservancy.

- IV. Davis County shall have the right to run storm, flood and surface and subsurface water over the Property from its Drainage Facilities catchment area to the Great Salt Lake. Once water leaves the Drainage Facilities, the water shall drain across the Property naturally or in a manipulated fashion determined and constructed by the Conservancy. Davis County shall not be responsible for creating the manipulated fashion the Conservancy determines or uses.
- V. Davis County shall make every effort to insure that water allowed over the Property meets all existing or future laws pertaining to water quality. Davis County shall install and maintain in working order a functioning debris skimmer and oil trap as part of the Drainage Facilities. Davis County agrees to test water quality on no less than a quarterly basis, using their customary procedures. Davis County and the Conservancy agree to equally share the cost of pre-construction baseline sediment samples and tests at ten (10) mutually agreed upon locations on the Property (the "Test Sites"). At a minimum, Davis County agrees to take sediment samples and test said samples from five (5) of the Test Sites every other year, beginning in 2003. The same five (5) Test Sites will be used for all future sampling and testing. After two sampling cycles are completed (2003 and 2005), the future sediment sampling and testing schedule may be evaluated and adjusted by mutual agreement between Davis County and the Conservancy based on the test results of the first two sample sets. The Conservancy and Davis County agree to equally share the cost of sampling and testing at the five (5) Test Sites following the 2005 samples and henceforth.
- VI. Upon abandonment or termination of the use of the Drainage Facilities by Davis County, this Drainage Easement shall terminate and Davis County shall execute a quitclaim deed and/or other such documents as the Conservancy deems necessary to evidence such termination.
- VII. The terms and conditions of this instrument shall be deemed to be covenants running with the land and shall burden the Property and the respective successors and assigns of the owners of the Property and shall benefit Davis County.

IN WITNESS WHEREOF, Davis County and the Conservancy have executed this Drainage Easement as of the date first written above.



DAVIS COUNTY

By Dannie R. McConkie
Dannie R. McConkie, Chairman
Board of County Commissioners

ATTEST:

Steve S. Rawlings
Steve S. Rawlings
Davis County Clerk/Auditor

Approved as to Form.

[Signature]
Office of Davis County Attorney

THE NATURE CONSERVANCY,
a District of Columbia nonprofit corporation

By [Signature]
Its Director of Protection

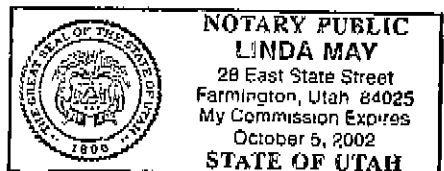
ACKNOWLEDGMENT

STATE OF UTAH)
)§
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 10th day of July, 2001, by Dannie R. McConkie and Steve S. Rawlings who duly represented to me that they are the Chairman of the Board of County Commissioners of Davis County and the Davis County Clerk/Auditor, respectively, and that they each signed the above and foregoing instrument in their official capacity and on behalf of Davis County pursuant to a resolution of the Board of County Commissioners.

NOTARY PUBLIC

Linda May



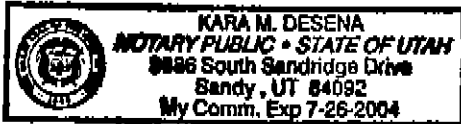
ACKNOWLEDGMENT

STATE OF UTAH)
)§
COUNTY OF DAVIS)

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The foregoing instrument was acknowledged before me this 25 day of July, 2001, by Kerry R. Green as Director of Protection of The Nature Conservancy, a nonprofit corporation of the District of Columbia.

NOTARY PUBLIC



Kara M DeSena

drainage tnc 2 1 01

Exhibit A**FLOOD EASEMENT DESCRIPTION**

Beginning at the Northwest corner of Section 36, Township 4 North, Range 2 West, Salt Base and Meridian;

Thence $S0^{\circ}35'26''W$ 2640.47 feet along the Section Line (Basis of Bearing) to the West Quarter corner of said Section 36;

Thence $S0^{\circ}35'26''W$ 924.00 feet to the 1855 GLO Meander Line along the Great Salt Lake;

Thence $S73^{\circ}58'41''E$ 1632.60 feet (GLO record = $S74^{\circ}15'E$ 24.50 chains) along said Meander Line;

Thence $S55^{\circ}31'10''E$ 1338.56 feet (GLO record = $S56^{\circ}E$ 20.00 chains) along said Meander Line;

Thence $S34^{\circ}30'58''E$ 673.62 feet (GLO record = $S35^{\circ}E$ 10.00 chains) along said Meander Line to the south line of said Section 36;

Thence $S89^{\circ}45'41''E$ 263.99 feet along said Section Line to the extension of that certain boundary line agreement recorded as entry no. 558876, book 815, page 139, of official records;

Thence $N0^{\circ}27'12''E$ 1182.62 feet along said extension and said boundary line agreement (deed = $N0^{\circ}07'E$);

Thence $N51^{\circ}41'18''E$ 373.29 feet along said boundary line agreement (deed = $N51^{\circ}21'06''E$) to a point on the extension of the East line of that Certain Deed recorded as entry no. 428578, book 592, page 924 of official records, said point also being 1688.94 feet west of the East line of said Section 36;

Thence $N0^{\circ}27'12''E$ 3882.98 feet along said extension and East line (Deed = North) to a point on the North line of said Section 36, said point being 1688.94 feet west of the East line of said Section 36;

Thence $S89^{\circ}26'05''E$ 1127.94 feet along the North line of said section to a point $N89^{\circ}26'05''W$ 561.00 feet from the Northeast corner of said Section 36;

Thence $N0^{\circ}31'32''E$ 115.50 feet;

Thence $N89^{\circ}26'05''W$ 385.29 feet;

Thence $N50^{\circ}59'22''W$ 796.48 feet;

Thence $N56^{\circ}29'58''W$ 653.46 feet;

Thence $S89^{\circ}06'23''W$ 533.29 feet to a point on the north-south center of section line, said point being $N0^{\circ}31'14''E$ 952.42 feet from the South Quarter corner of Section 25, Township 4 North, Range 2 West, Salt Lake base and Meridian;

Thence $N0^{\circ}31'14''E$ 391.23 feet along said center of section line;

Thence $N58^{\circ}13'08''W$ 1551.16 feet to the east line of the west half of the southwest quarter of said Section 25;

Thence $S0^{\circ}31'47''W$ 2149.41 feet along said east line to the southeast corner of the southwest quarter of the southwest quarter of said Section 25;

Thence $N89^{\circ}30'52''W$ 1326.30 feet along the Section Line to the point of beginning. Contains 432.1277 acres.