

When Recorded, Mail 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: Lynn S. Bailey (Prop. 599-3718)

E 2564724 B 5145 P 735-742
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/4/2010 11:11:00 AM
FEE \$24.00 Pgs: 8
DEP eCASH REC'D FOR FIRST AMERICAN TITLE

Affecting Tax Parcel No. 08-081-0092

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (this "**Agreement**") is made and executed this 18 day of October, 2010, by RM & BR HOLDINGS LLC, a Utah limited liability company ("**Grantor**"), in favor of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("**Grantee**").

RECITALS

A. Grantor is the owner of certain real property located in Davis County, Utah, more particularly described on Exhibit A, attached hereto and by this reference incorporated herein (the "**Grantor's Property**").

B. Grantee is the owner of certain real property located adjacent to the Grantor's Property (the "**Grantee's Property**"), as further described on Exhibit B, attached hereto and by this reference incorporated herein.

C. Grantee desires to obtain a perpetual, non-exclusive easement on, over, and across a portion of the Grantor's Property (the "**Easement Area**") for the benefit of the Grantee's Property, and for the purposes more particularly described herein. Grantor is willing to grant the easement to Grantee for such purposes subject to the terms and conditions set forth herein. The Easement Area is more particularly described in the legal description on Exhibit C, and depicted on the drawing on Exhibit D, both attached hereto and by this reference incorporated herein.

TERMS AND CONDITIONS

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, for the benefit of the Grantee's Property, a non-exclusive easement on, over, and across the Easement Area for the purposes of draining storm water, and using storm drainage facilities and all related appurtenances, as such storm drainage facilities may be already constructed, required by

applicable municipal/government authorities, or desired by Grantee, to drain the Grantee's Property (collectively, the "**Improvements**"), and thereafter constructing, maintaining, operating, inspecting, altering, removing, replacing, and protecting the same, along with the right of ingress and egress to the Easement Area across the Grantor's Property. The easement provided to Grantee in this Agreement will permit the Grantee's Property, as is currently developed and as may be developed in the future, to use the Easement Area and the Improvements for drainage purposes.

2. **Building Restrictions on the Easement Area.** Grantor agrees not to obstruct Grantee's use of the Easement Area as granted herein.

3. **Maintenance of the Improvements.** Until the dedication of the Improvements, Grantor, at its sole cost and expense, shall maintain, repair and replace the Improvements to standards required by any applicable municipal/government authorities. Grantor shall indemnify and hold harmless Grantee for any claims arising out of such installation, maintenance, repair and/or replacement by Grantor in the Easement Area.

4. **Term.** The easement granted herein shall be for a term commencing on the date of Grantor's execution of this Agreement and expiring on: (i) the completion and dedication of public drainage improvements designed to service the Grantee's Property, and designed such that said improvements have the capacity to handle all of the Grantee's Property drainage needs; and (ii) Grantee's connection, at no additional impact or other similar cost to Grantee, into the public drainage improvements. Upon the expiration of this Agreement, the rights and privileges granted to Grantee hereunder shall terminate.

5. **Run with the Land/Successors.** Subject to the terms and conditions of this Agreement, the easement granted herein shall be perpetual and 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.

6. **Governing Law.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Utah and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

[the signature and acknowledgement are on following page]

EXECUTED by Grantor on the date first set forth above.

Grantor:

RM & BR HOLDINGS LLC,
a Utah limited liability company

By: *Robert Miller*
Name: Robert Miller
Its: Manager

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 18th day of October, 2010, personally appeared before me, Robert Miller
duly sworn, did say that he /she is the Manager of RM & BR HOLDINGS LLC, a Utah
limited liability company, and that the within and foregoing instrument was signed in behalf of
said company in his/her capacity as Manager.

Brittany A. Dodd
Notary Public

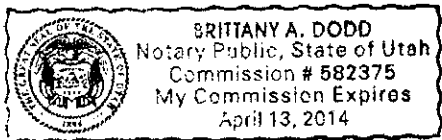


EXHIBIT A

(Legal Description of Grantor's Property)

The real property situated in the County of Davis, State of Utah, specifically described as:

A PARCEL OF LAND SITUATE IN THE NE1/4 AND THE NW1/4 OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 579.18 FEET N89°46'42"E AND 276.50 FEET S00°13'15"E FROM THE NORTH QUARTER CORNER OF SAID SECTION 26, TOWNSHIP 3 WEST, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (THE BASIS OF BEARING FOR THIS SURVEY IS N00°21'03"E ALONG THE MONUMENT LINE OF 1525 WEST STREET BETWEEN THE FOUND MONUMENTS WITHIN 1525 WEST) AND RUNNING THENCE S00°18'35"W 290.21 FEET; THENCE S01°41'04"E 933.22 FEET; THENCE S88°18'56"W 699.20 FEET TO A POINT 33.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE WESTERLY BOUNDARY LINE OF THAT PARCEL CONVEYED IN THE OFFICE OF THE DAVIS COUNTY RECORDER IN BOOK 4429 AT PAGE 76; THENCE N00°30'47"E 736.64 FEET ALONG A LINE PARALLEL WITH AND 33.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM SAID WESTERLY BOUNDARY LINE; THENCE S 89°29'13"E 355.95 FEET; THENCE N00°30'47"E 451.16 FEET; THENCE N89°29'13"W 355.95 FEET TO A POINT 33.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM SAID WESTERLY BOUNDARY LINE; THENCE N00°30'47"E 43.96 FEET ALONG A LINE PARALLEL WITH AND 33.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM SAID WESTERLY BOUNDARY LINE; THENCE N88°58'20"E 662.11 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

(Legal Description of the Grantee's Property)

The real property situated in the County of Davis, State of Utah, specifically described as:

A PARCEL OF LAND SITUATE IN THE NW1/4NE1/4 AND THE NE1/4NW1/4 OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 579.18 FEET N89°46'42"E AND 276.50 FEET S00°13'15"E AND 306.03 FEET S88°58'20"W AND 53.54 FEET S00°30'47"W FROM THE NORTH QUARTER CORNER OF SAID SECTION 26, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (THE BASIS OF BEARING FOR THIS SURVEY IS N00°21'03"E ALONG THE MONUMENT LINE OF 1525 WEST STREET BETWEEN THE FOUND MONUMENTS WITHIN 1525 WEST) AND RUNNING THENCE S00°30'47"W 451.15 FEET; THENCE N89°29'13"W 355.95 FEET TO A POINT 33.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE WESTERLY BOUNDARY LINE OF THAT PARCEL CONVEYED IN THE OFFICE OF THE DAVIS COUNTY RECORDER IN BOOK 4426 AT PAGE 76; THENCE N00°30'47"E 451.15 FEET ALONG A LINE PARALLEL WITH AND 33.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM SAID WESTERLY BOUNDARY LINE; THENCE S89°29'13"E 355.95 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

(Legal Description of the Easement Area)

The real property situated in the County of Davis, State of Utah, specifically described as:

09021

Farmington 14th Ward

Drainage Easement - East

A 15 foot wide drainage easement lying across a parcel of land situate in the NE1/4NW1/4 and the NW1/4NE1/4 of Section 26, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah. The boundaries of said easement are more particularly described as follows:

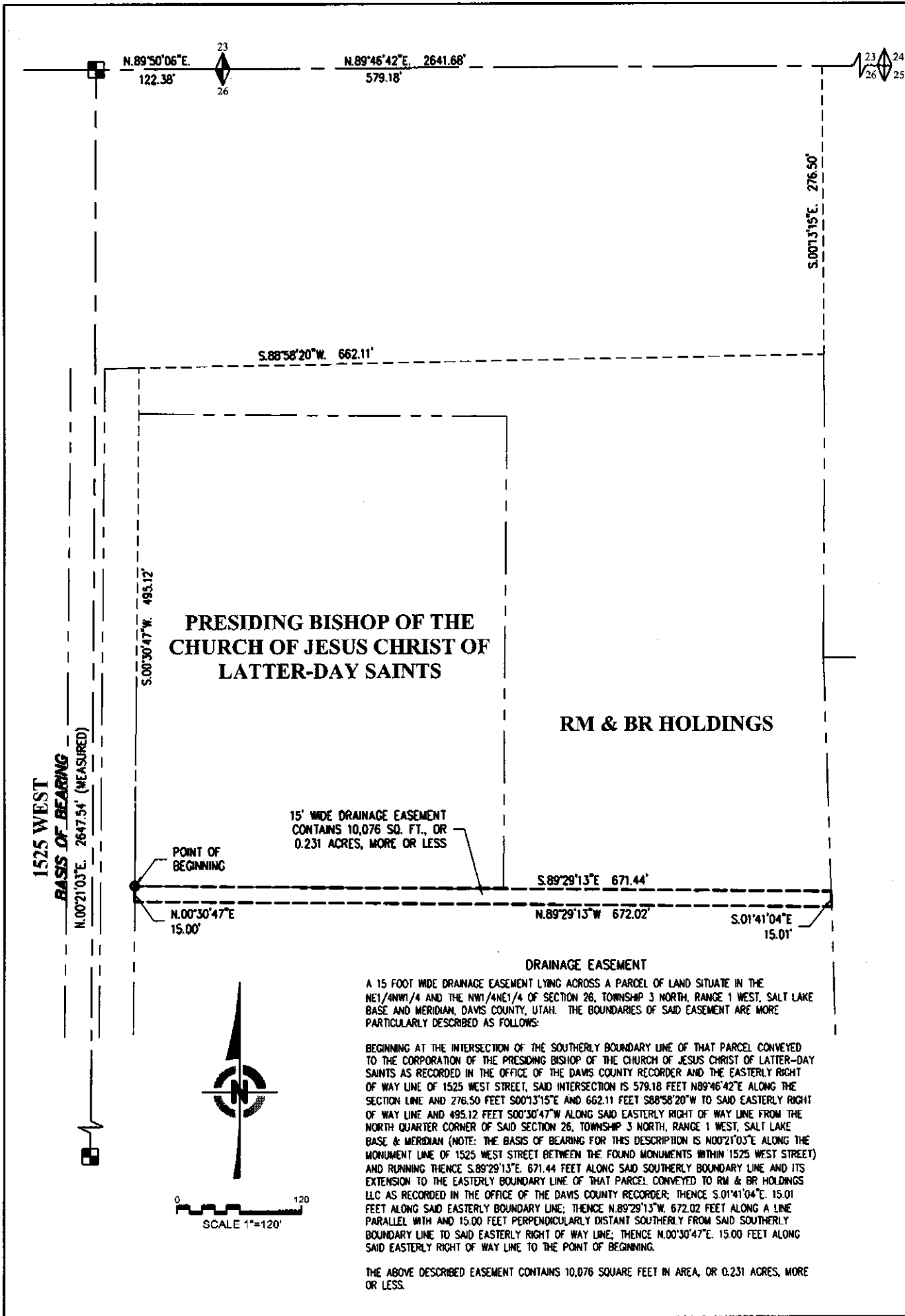
Beginning at the intersection of the southerly boundary line of that parcel conveyed to the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints as recorded in the Office of the Davis County Recorder and the easterly Right of Way line of 1525 West Street, said intersection is 579.18 feet N89°46'42"E along the section line and 276.50 feet S00°13'15"E and 662.11 feet S88°58'20"W to said easterly right of way line and 495.12 feet S00°30'47"W along said easterly right of way line from the North Quarter Corner of said Section 26, Township 3 North, Range 1 West, Salt Lake Base & Meridian (Note: The Basis of Bearing for this description is N00°21'03"E along the monument line of 1525 West Street between the found monuments within 1525 West Street) and running thence S.89°29'13"E. 671.44 feet along said southerly boundary line and its extension to the easterly boundary line of that parcel conveyed to RM & BR Holdings LLC as recorded in the Office of the Davis County Recorder; thence S.01°41'04"E. 15.01 feet along said easterly boundary line; thence N.89°29'13"W. 672.02 feet along a line parallel with and 15.00 feet perpendicularly distant southerly from said southerly boundary line to said easterly right of way line; thence N.00°30'47"E. 15.00 feet along said easterly right of way line to the point of beginning.

The above described easement contains 10,076 square feet in area, or 0.231 acres, more or less.

EXHIBIT D

(Depiction of the Easement Area)

[SEE THE FOLLOWING PAGE]



**PRESIDING BISHOP OF THE
CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS**

RM & BR HOLDINGS

15' WIDE DRAINAGE EASEMENT
CONTAINS 10,076 SQ. FT., OR
0.231 ACRES, MORE OR LESS

POINT OF
BEGINNING

S.89°29'13"E 671.44'

N.00°30'47"E
15.00'

N.89°29'13"W 672.02'

S.01°41'04"E
15.01'

DRAINAGE EASEMENT

A 15 FOOT WIDE DRAINAGE EASEMENT LYING ACROSS A PARCEL OF LAND SITUATE IN THE NE1/4NW1/4 AND THE NW1/4NE1/4 OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH. THE BOUNDARIES OF SAID EASEMENT ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY BOUNDARY LINE OF THAT PARCEL CONVEYED TO THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER AND THE EASTERLY RIGHT OF WAY LINE OF 1525 WEST STREET, SAID INTERSECTION IS 579.18 FEET N89°46'42"E ALONG THE SECTION LINE AND 276.50 FEET S00°13'15"E AND 662.11 FEET S88°58'20"W TO SAID EASTERLY RIGHT OF WAY LINE AND 495.12 FEET S00°30'47"W ALONG SAID EASTERLY RIGHT OF WAY LINE FROM THE NORTH QUARTER CORNER OF SAID SECTION 26, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (NOTE: THE BASIS OF BEARING FOR THIS DESCRIPTION IS N00°21'03"E ALONG THE MONUMENT LINE OF 1525 WEST STREET BETWEEN THE FOUND MONUMENTS WITHIN 1525 WEST STREET) AND RUNNING THENCE S.89°29'13"E. 671.44 FEET ALONG SAID SOUTHERLY BOUNDARY LINE AND ITS EXTENSION TO THE EASTERLY BOUNDARY LINE OF THAT PARCEL CONVEYED TO RM & BR HOLDINGS LLC AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE S.01°41'04"E. 15.01 FEET ALONG SAID EASTERLY BOUNDARY LINE; THENCE N.89°29'13"W. 672.02 FEET ALONG A LINE PARALLEL WITH AND 15.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID SOUTHERLY BOUNDARY LINE TO SAID EASTERLY RIGHT OF WAY LINE; THENCE N.00°30'47"E. 15.00 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 10,076 SQUARE FEET IN AREA, OR 0.231 ACRES, MORE OR LESS.



DRAWN		EEF	DATE	8-SEPT-2010	NO.	BY	DATE
SURVEYED		SFM	REVISIONS				
CHECKED		MNA					
COPYRIGHT THIS DOCUMENT IS THE PROPERTY OF MERIDIAN ENGINEERING, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND DATE SPECIFIED HEREON. ANY REUSE OR REPRODUCTION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF MERIDIAN ENGINEERING, INC. IS PROHIBITED. MERIDIAN ENGINEERING, INC. 1000 WEST 1000 SOUTH, SUITE 100 SALT LAKE CITY, UT 84119 PHONE (801) 488-5888 FAX (801) 488-5888							
FARMINGTON 14TH WARD DRAINAGE EASEMENT - EAST SITUATE IN THE NW1/4NE1/4 AND THE NE1/4NW1/4 OF SEC. 26, T3N, R1W, SLB&M							
COMP. FILE 09021-Boundary -Drainage Exhibit							
PROJECT NO. 09021							
SHEET NO. 1 OF 1							