

When recorded, mail to:  
Layton City Recorder  
437 N. Wasatch Dr.  
Layton, Utah 84041

RETURNED  
NOV 21 2018

Affects Parcel No(s): 09-034-0052<sup>1</sup>

**DRAINAGE EASEMENT-GRANT**

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, whose address is 50 East North Temple, 12th Floor, Salt Lake City, Utah, 84180, hereinafter GRANTOR, for the sum of Ten (\$10.00) Dollars and other valuable consideration, receipt of which is hereby acknowledges, does hereby grant and convey to LAYTON CITY, hereinafter GRANTEE, a drainage easement 20.0 feet in width (the "Easement") to install, maintain, operate, repair, inspect, protect, remove and replace storm drain lines and other storm collection facilities (hereinafter collectively called "Facilities") through and across the following described property situated in the County of Davis, State of Utah, to-wit (the "Easement Area"):

**SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION AND DEPICTION**

TO HAVE AND TO HOLD the same unto Grantee and its successors, so long as such Facilities shall be maintained, with the reasonable right of ingress and egress to install, maintain, operate, repair, inspect, protect, remove and replace said Facilities. Grantee and its successors and assigns, hereby release Grantor from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "Grantee's Agents"). Grantee accepts the Easement Area and all aspects thereof in its "AS IS," "WHERE IS" condition, without warranties, either express or implied.

In consideration of the security and wellbeing of Grantor and Grantor's guests and invitees, Grantee shall give Grantor forty-eight (48) hour notification prior to the time of entry; provided, however, except in the case of an emergency, Grantee shall only perform such work on days other than Sunday (and in the event of any emergency on Sunday, work will only be performed to the minimum extent necessary to cure or remediate such emergency). Grantee shall schedule access to Grantor's property at a time which will cause as little inconvenience as possible to Grantor. Grantor shall not build or construct, nor permit to be built or constructed, any building or other improvements over or across said Easement Area without written consent of Grantee.

The right is granted on condition that future work shall be done with care, and that all damages to the premises caused thereby shall be repaired by and at the expense of Grantee. Grantee, at its sole cost and expense, shall maintain and repair the Facilities, Easement Area, and any and all related improvements installed by Grantee, in good order and condition. Following any entry made under the terms of this Easement by Grantee, Grantee's Agents or assigns, Grantee does hereby agree that it will restore Grantor's property to the condition existing prior to said entry. Said Easement shall include all rights and privileges therein necessary or convenient for the full enjoyment or use thereof for the purpose above described, including the right of ingress and egress to and from said Easement; however, Grantor shall retain the full right, title, and possession of the property except for the limited Easement granted herein.

Grantor reserves the right to occupy and use said property for all purposes not inconsistent with the rights herein granted and shall retain the full right, title, and possession of the Grantor's property except for the limited Easement granted herein.

Grantee hereby agrees to release and hold harmless Grantor, and any entity controlling, controlled by, or under control with Grantor, and its and their affiliates, officers, directors, employees, managers, members, agents, servants and contractors (collectively, "Affiliates") from and against any and all liens, encumbrances, costs or expenses (including, without limitation, reasonable attorneys' fees and court costs), demands, claims, judgments, and/or damage that may be incurred by Grantee or its Affiliates caused by or arising directly out of the use of the Easement by Grantee and/or Grantee's Agents. Grantee's obligations under this Section will survive the termination or expiration of this Agreement

The rights, conditions, and provisions of this agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto; provided, however, Grantee may not assign its rights and obligations under this agreement without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole and absolute discretion.

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor's property to the general public or for the general public or for any public purpose whatsoever, it being the intention that the Easement and this agreement shall be strictly limited to and for the purposes herein expressed. This agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not specifically benefited by the terms and provisions hereof. Grantor shall have the right to perform any act, or do anything, from time to time that Grantor may deem necessary or desirable to assure that no public gift dedication (or deemed gift dedication) occurs.


In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

This agreement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the parties or their successor and assigns (as determined by the provisions herein).

[signature and notary pages to follow]

IN WITNESS WHEREOF, the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.


GRANTOR:

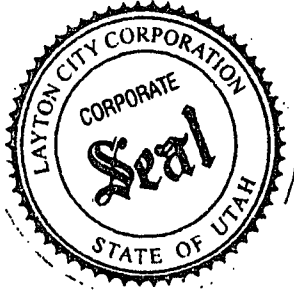
*MM*  
  
\_\_\_\_\_  
GRANTOR'S SIGNATURE  
(Signature must be notarized on following pages)

GLENN MCKAY  
GRANTOR'S NAME

\_\_\_\_\_  
AUTHORIZED AGENT  
GRANTOR'S TITLE

LAYTON CITY ACCEPTANCE:

  
\_\_\_\_\_  
ALEX R. JENSEN, City Manager

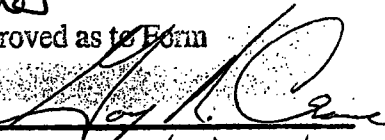


ATTEST:

Kimberly S Read  
KIMBERLY S READ, City Recorder

Approved as to Form:

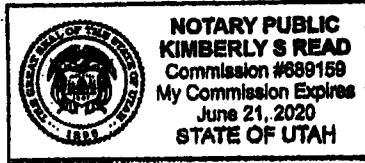
By: \_\_\_\_\_  
Date: \_\_\_\_\_

SUT  
Approved as to Form  
By:   
Date: 11/14/2018

CITY ACKNOWLEDGMENT

STATE OF UTAH )  
 : ss.  
COUNTY OF DAVIS )

On this 19<sup>th</sup> day of November, 2018, personally appeared before me Alex R. Jensen, who being duly sworn, did say that he/she is the City Manager of LAYTON CITY, a municipal corporation of the State of Utah, and that the foregoing Layton City Drainage Easement was signed in his/her capacity as land use authority on behalf of the City for approval of Drainage Easements.



Kimberly S Read  
Notary Public

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(Complete only if signing on behalf of a Corporation/Partnership)

STATE OF UTAH)  
 : ss.  
COUNTY OF SALT LAKE)

On this 2<sup>ND</sup> day of November, 2018, personally appeared before me GLENN MCKAY who being by me duly sworn did say that he is the Authorized Agent of Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, and that Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole is the legal property owner of record of the property subject to this Deed of Easement and that the foregoing Layton City Drainage Easement was signed in behalf of said corporation, and he acknowledged to me that said corporation executed the same.

[Signature]  
NOTARY PUBLIC



**\*\*IF ADDITIONAL SIGNERS AND/OR NOTARIAL WORDING ARE NECESSARY, PLEASE NOTATE ANY ADDITIONS ON THIS NOTARY PAGE AND ATTACH A STATE APPROVED NOTARIAL CERTIFICATE, WHICH IDENTIFIES THE DOCUMENT THE ATTACHED NOTARIAL CERTIFICATE RELATES TO, AS WELL AS, THE NUMBER OF PAGES IN THE DOCUMENT\*\***

EXHIBIT A

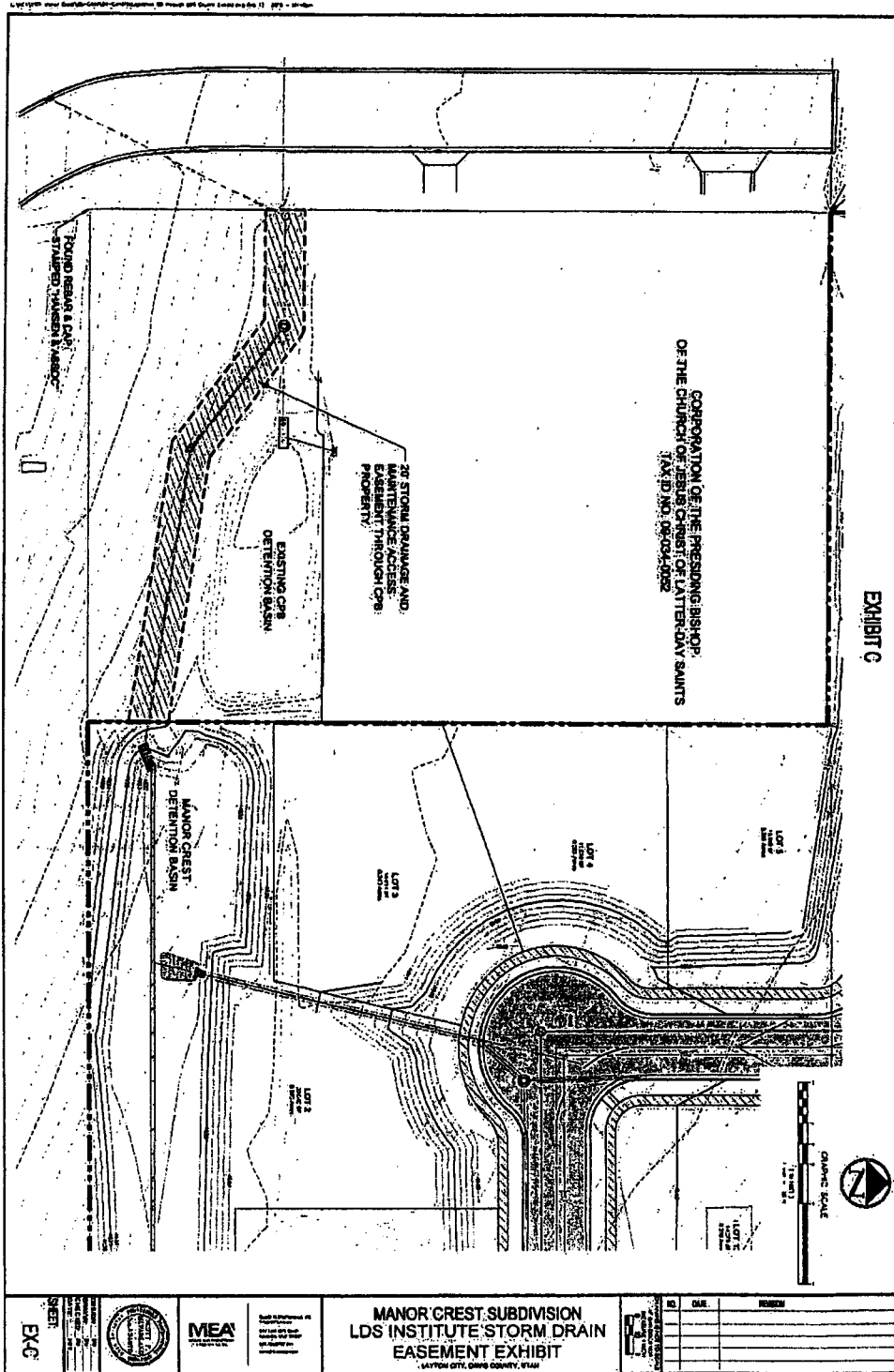
A LEGAL DESCRIPTION FOR  
STORM DRAIN PIPE EASEMENT

A TWENTY FOOT (20') WIDE STORM DRAIN PIPE EASEMENT, BEING TEN FEET (10') WIDE EACH SIDE OF THE DESCRIBED CENTERLINE, WITH THE SIDELINES EXTENDING TO THE PROPERTY LINE ON THE EAST AND PERPENDICULAR TO THE END ON THE WEST, SAID EASEMENT BEING LOCATED IN THE NORTHWEST QUARTER, SECTION 8; TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS SOUTH 00°08'00" WEST 1387.69 FEET AND WEST 714.65 FEET FROM THE NORTH QUARTER CORNER, SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 81°17'13" WEST 138.15 FEET; THENCE NORTH 53°00'30" WEST 77.43 FEET MORE OR LESS TO THE CENTERLINE OF AN EXISTING STORM DRAIN LINE; THENCE NORTH 89°46'47" WEST 58.47 FEET TO THE WEST PROPERTY LINE OF THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS (TAX ID NO. 09-034-0052) AND THE END OF SAID CENTERLINE.



**EXHIBIT A (CONT.)**



		<p><b>MANOR CREST SUBDIVISION LDS INSTITUTE STORM DRAIN EASEMENT EXHIBIT</b> LAWTON CITY, OSAGE COUNTY, MISSOURI</p>	<p>NO. _____</p>	<p>DATE _____</p>	<p>REVISION _____</p>
			<p>DATE _____</p>	<p>DATE _____</p>	<p>DATE _____</p>