

RETURNED

JAN 08 2020

3216855  
BK 7424 PG 561

When recorded, mail to Grantee at:  
Terry Ellis  
571 s. 4500 W.  
West Point, UT 84015

E 3216855 B 7424 P 561-576  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
01/08/2020 10:37 AM  
FEE \$40.00 Pgs: 16  
DEF RTT REC'D FOR TERRY ELLIS

When recorded, mail to Grantor at:  
572 S. 4500 W.  
West Point, UT 84015

12-044-0021  
12-045-0058

**EASEMENT AGREEMENT**  
(Field Drain Line)

**DEEANNA MONTGOMERY**, an individual residing in Davis County, Utah, ("**Grantor**"), hereby grants to, **TERRY M. ELLIS and LYNN E. CRAYTHORN, TRUSTEES FOR THE REVOCABLE TRUST AGREEMENT OF TRUDICE M. CRAYTHORN** of Davis County, Utah ("**Grantee**"), a limited easement as follows with respect to the real property of Grantor and Grantee, both in Davis County, Utah, and more particularly described in **Exhibit A** as "Grantor Property" and in **Exhibit B** as "Grantee Property."

The intent and purpose of this Easement Agreement is to memorialize a prescriptive easement claimed by the Grantee and appurtenant to Grantee's Property. This Easement shall be for, and limited to, the historical, natural and unaided drainage of naturally occurring ground water from the Grantee Property through a currently existing field drain line or pipe located on the two properties, with the easement portion of the field drain line located on the Grantor Property more or less within the description as set forth and depicted in Exhibit C.<sup>1</sup> The field drain line was installed many decades ago for the purpose of allowing the properties in which it is located to drain ground water from those same properties in order to allow for crop cultivation and harvesting. The field drain line consists of sections and pieces of clay pipe with a diameter of approximately 6 inches, with gaps of a few inches in the pipe every few feet in order to allow the ground water to naturally flow into those gaps and into the pipe, thereby draining the land above the current elevation of the pipe, which is believed to be more or less 4-6 feet below the surface grade. Said drain line is believed to exit the Grantee Property and empty into a man-hole at approximately 571 S. 4500 W. (west side of 4500 West). From there it drains into a section of the same field drain line which then passes through the Grantor Property. The easement and its location across the Grantor Property shall be the location of the current portion of the field drain line which passes through the Grantor Property.<sup>2</sup> Accordingly, the Grantor and Grantee recognize and agree that use of the field drain line on the Grantee Property may affect the Grantor Property and/or the efficacy of the field drain line passing through the Grantor Property.

<sup>1</sup> Exhibit C refers to the drain as a "Land Drain." However, the Grantor claims that actually it is a "Field Drain," and claims a distinction between the two, which is material to the Grantor. To the extent there is any such distinction, the description shall be subject to the terms of this Easement Agreement.

<sup>2</sup> To be clear, the "description" and depiction of the "easement" in Exhibit C are not intended to be the scope or dimensions of the easement. Rather, Exhibit C is for location purposes only and simply provides an approximate area within the Grantor Property wherein it is believed the field drain is located. Instead, the full scope of the location and description of the easement granted herein is the currently existing field drain pipe or structure itself, which is subject to the terms of this Easement Agreement.

The historical use of this pipe on the Grantor and Grantee Properties does not include its direct or indirect connection to any other pipe or source of water or drainage, including, but not limited to, water from or related to any structures, foundations, pavement, parking lots, roof tops, curb and gutters, storm water, swimming pools, etc., and it shall not include or be expanded to any such use, nor shall the size, type or depth of the pipe be altered. Accordingly, all such uses of, or in connection with, the field drain line on or in connection with the Grantee Property are prohibited. Grantee may not take any action or engage in any use with respect to the Grantee Property and/or the field drain line located on the Grantee Property which is inconsistent with its historical use, and/or which might alter, upset or interfere with the historical use and/or function of the field drain line on either the Grantor Property and/or the Grantee Property, including, but not limited to, engaging in any of the expressly prohibited actions stated above, as well as reducing, augmenting or adding to the pipe or replacing all or any portion of it with a pipe which results in drainage and/or flows different from historical rates.

Grantor shall, subject to Grantee's rights contained herein, have the right to fully enjoy and use the Grantor Property for all purposes not inconsistent with this grant and not unreasonably interfering with the exercise of the rights hereby granted. Notwithstanding anything to contrary stated herein, any current uses and existing improvements on or in connection with the Grantor Property, such as, but not limited to, the location of pavement, current structures, current improvements and current conditions of the Grantor property which may approximate or even straddle the portion of the field drain line on the Grantor Property, including any future repair or replacement of the same, shall not be prohibited. Accordingly, such current uses and their reasonable extensions over time, as well as the repair and/or replacement of the same, shall not be prohibited or deemed in violation of this Easement Agreement. Although Grantor may not use the Grantor Property in any way which unreasonably interferes with this grant as stated and limited herein, Grantor shall not be responsible for any operation, maintenance, repair, or replacement of the field drain line, including that which extends from the manhole, as well as that which is located on the Grantor Property. Instead, Grantee shall be allowed to inspect, maintain, repair and/or replace said section of the filed drain line, but only upon and subject to the express terms as follows:

1. Prior to any such activity, Grantee shall provide written notice to Grantor at least 30 days prior to the desired activity, and it shall include a detailed description of the work to be done and its purpose, including general specifications, anticipated commencement and completion times, and the contact information for any contractors which might perform the work.
2. Along with said notice, Grantee shall provide copies of all necessary permits and approvals for the work to be performed, and shall comply with all local, state and federal laws and regulations governing the work.
3. The work will be performed in a manner which is the least disruptive and intrusive to Grantor and the Grantor property, and may not deviate from the historical use or size and function of the field drain line, including relocation and/or a change in the elevation of the drain line or its diameter (size) or type of pipe.
4. The work shall be performed by one licensed and experienced in such work.
5. All necessary precautions shall be taken so as to not damage any aspect of the

Grantor Property, including any structures thereon. Accordingly, upon Grantor's election, Grantee shall be required to secure an appropriate construction bond or insurance product providing sufficient funds or coverage for any damage which may result to the Grantor Property and structures, as well as for payment of any liens or unpaid suppliers, workers, etc. Grantee shall secure liability insurance covering all liability resulting from the work and naming Grantor as an additional insured. If such repair or replacement work is required, Grantee shall have the right to take photographs of and otherwise document the existing condition of Grantor's property and structures.

6. The Grantee shall be responsible for all costs and expenses associated with the work, including any necessary to restore the Grantor Property to its preconstruction or pre-activity condition, which Grantee shall be required to do under this Easement Agreement.
7. Grantee shall be responsible for any and all damages resulting from or connected with the work, including, but not limited to, any damage to the Grantor Property, its structures, personal property and persons.
8. Grantee shall indemnify, defend and hold harmless the Grantor from and against any and all claims, demands, damages, fines, fees, costs and suits resulting from or in any way related to the work.

All rights, title, privileges and obligations herein granted and agreed to shall run with the land, including the Grantor Property and the Grantee Property and any portion thereof, until such time as the Grantee Property is fully developed, such that a home occupies all subdivision lots and farming has ceased, at which time this Easement Agreement shall terminate and be of no further effect, except as to any in-process, pending, or scheduled repair, construction, or other maintenance under this Easement Agreement. Until that time, any subsequent owners of the same, in whole or in part, including any successors in interest and heirs of the parties, shall be bound to the terms of this Easement Agreement, and the same shall inure to them as though they are the "Grantee" in this Easement Agreement. The parties affixing their signatures hereto, represent and warrant that they have sole authority to do so.

GRANTEE HEREBY ACCEPTS THE EASEMENT AND ITS IMPROVMENTS PROVIDED FOR HEREIN AND ALL ASPECTS THEREOF IN "AS IS," "WHERE IS" CONDITION, WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, "WITH ALL FAULTS," INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS. EACH PARTY HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION AND USE OF THE OTHER PARTY'S PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Subject to the terms of this Easement Agreement, Grantor shall not be entitled to impede or limit the historical flow or otherwise interfere with the Easement and its purpose and use, Grantor shall be free to take any reasonable steps necessary to protect Grantor's Property and any structures thereon from any damage or ill effects of the Easement, the pipe, or any improvements related thereto.

WITNESS the hand of said Grantor, this 26 day of Dec., 2019.

DEEANNA MONTGOMERY

DeeAnna Montgomery  
Print Name: DeeAnna Montgomery

STATE OF UTAH            )  
                                      : ss.  
COUNTY OF Weber    )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of December, 2019, who being by me duly sworn did say that she is DeeAnna Montgomery as set forth within the forgoing instrument, and the same affixed her signature to said instrument as witnessed by me this same day.

Shannon Strausbaugh  
NOTARY PUBLIC



WITNESS the hand of said Grantee, this 7 day of January, 2019<sup>20</sup>.

TERRY M. ELLIS

Terry M. Ellis  
Print Name: Terry M. Ellis  
Title: **TRUSTEE FOR THE REVOCABLE TRUST AGREEMENT OF TRUDICE M. CRAYTHORN**, March 17, 1990 TME

STATE OF UTAH            )  
  : ss.  
COUNTY OF Davis    )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January, 2019<sup>20</sup>, who being by me duly sworn did say that she is Terry M. Ellis as set forth within the forgoing instrument, and the same affixed her signature to said instrument as witnessed by me this same day.



J. Holloway  
NOTARY PUBLIC



**EXHIBIT A**

**GRANTOR PROPERTY**

BEGINNING 743 FEET NORTH OF S1/4 CORNER OF SEC 6, WH IS BEG 572.5 FEET SOUTH FROM NORTHEAST CORNER OF S1/2 OF SW1/4 OF SEC 6, T4N-R2W; SLM: THEN WEST 210 FEET THEN SOUTH 104 FEET; THEN EAST 210 FEET; THEN NORTH 104 FEET TO POINT OF BEGINNING. CONTIANS .50 ACRES.

SERIAL NO. 12-044-0021

572 SOUTH 4500 WEST  
WEST POINT, UTAH 84015

**EXHIBIT B**

**GRANTEE PROPERTY**

A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DAVIS COUNTY, UTAH

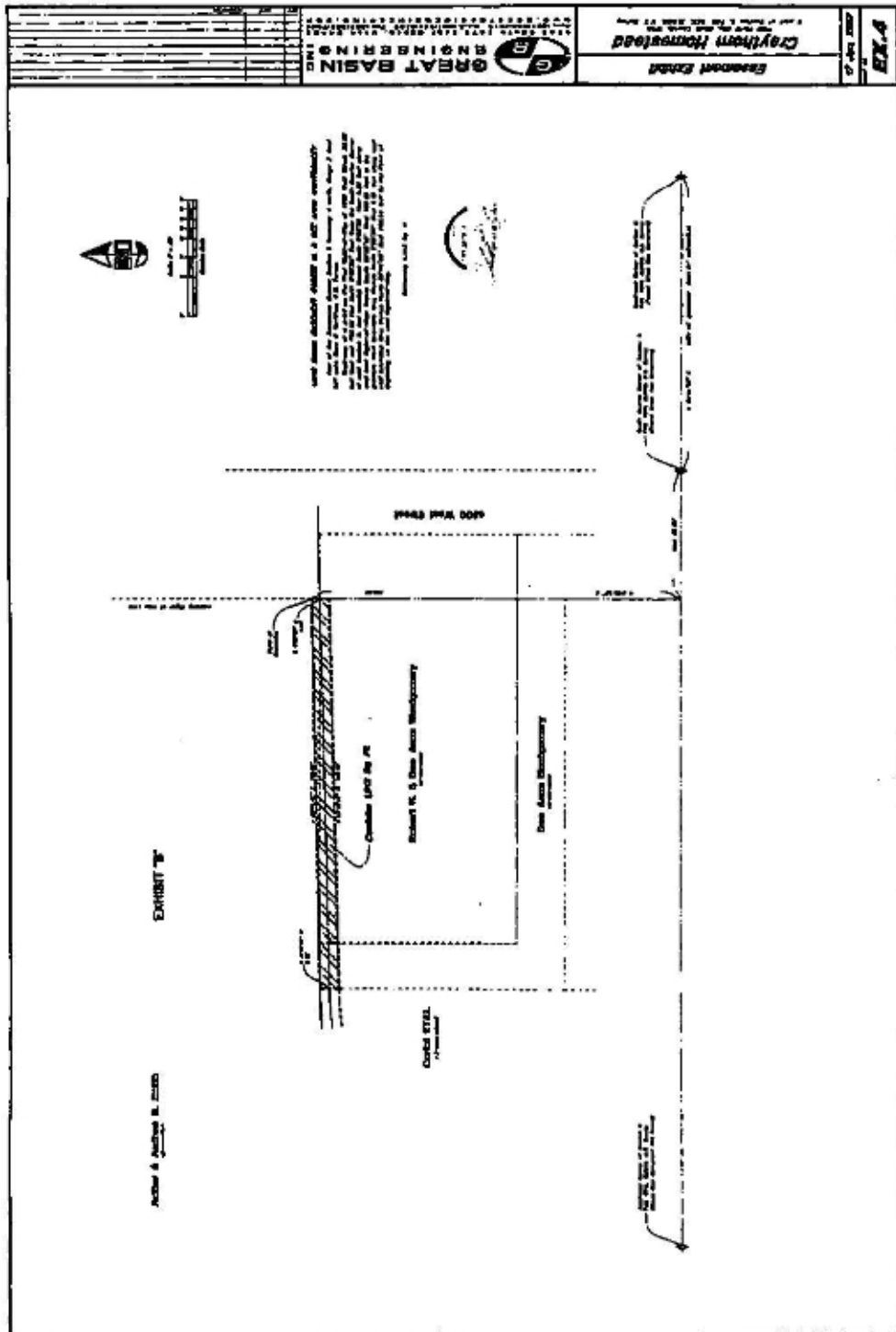
BEGINNING AT THE NORTHWEST CORNER OF CRAYTHORN HOMESTEAD - PHASE 2 - 1ST AMENDMENT, A SUBDIVISION IN WEST POINT CITY, DAVIS COUNTY, UTAH SAID POINT IS 936.41 FEET NORTH  $0^{\circ}06'59''$  EAST ALONG THE QUARTER SECTION LINE AND 42.00 FEET SOUTH  $89^{\circ}53'01''$  EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 6, AND RUNNING THENCE NORTH  $00^{\circ}06'56''$  EAST 205.81 FEET TO A POINT OF A NON TANGENT CURVE, OF WHICH THE RADIUS POINT LIES SOUTH  $89^{\circ}53'01''$  EAST; THENCE NORTHERLY ALONG THE ARC OF A 898.33 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 168.54 FEET (DELTA ANGLE EQUALS  $10^{\circ}44'59''$  AND LONG CHORD BEARS NORTH  $05^{\circ}29'28''$  EAST 168.29 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A 982.19 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 184.27 FEET (DELTA ANGLE EQUALS  $10^{\circ}44'59''$  AND LONG CHORD BEARS NORTH  $05^{\circ}29'28''$  EAST 184.00 FEET); THENCE NORTH  $00^{\circ}06'59''$  EAST 493.13 FEET TO A POINT ON A BOUNDARY LINE AGREEMENT RECORDED FEBRUARY 06 2009, AS ENTRY #2421857, IN BOOK 4708 AT PAGE 892; THENCE NORTH  $89^{\circ}48'31''$  EAST 330.00 FEET ALONG SAID BOUNDARY LINE AGREEMENT TO THE WEST LINE OF THE DAVIS SCHOOL DISTRICT PARCEL; THENCE EIGHT (8) COURSES ALONG THE WEST, SOUTH AND EAST BOUNDARIES OF SAID DAVIS SCHOOL DISTRICT PARCEL AS FOLLOWS (1) SOUTH  $00^{\circ}06'59''$  WEST 439.97 FEET TO THE POINT OF A NON TANGENT CURVE, OF WHICH THE RADIUS POINT LIES SOUTH  $09^{\circ}36'58''$  WEST; (2) SOUTHEASTERLY ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 116.67 FEET (DELTA ANGLE EQUALS  $33^{\circ}25'26''$  AND LONG CHORD BEARS SOUTH  $63^{\circ}40'20''$  EAST 115.02 FEET); (3) SOUTH  $46^{\circ}57'37''$  EAST 163.74 FEET TO A POINT OF CURVATURE; (4) EASTERLY ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 150.24 FEET (DELTA ANGLE EQUALS  $43^{\circ}02'23''$  AND LONG CHORD BEARS SOUTH  $68^{\circ}28'50''$  EAST 146.73 FEET); (5) EAST 180.88 FEET TO A POINT OF CURVATURE; (6) EASTERLY ALONG THE ARC OF A 779.87 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 247.89 FEET (DELTA ANGLE EQUALS  $18^{\circ}12'44''$  AND LONG CHORD BEARS NORTH  $80^{\circ}53'38''$  EAST 246.85 FEET); (7) NORTH  $71^{\circ}47'17''$  EAST 95.87 FEET; AND (8) NORTH  $00^{\circ}06'07''$  EAST 590.45 FEET TO SAID BOUNDARY LINE AGREEMENT; THENCE NORTH  $89^{\circ}48'31''$  EAST 1,336.23 FEET ALONG SAID BOUNDARY LINE AGREEMENT TO THE WEST RIGHT OF WAY LINE OF COLD SPRINGS ROAD (4000 WEST STREET) DEDICATED OCTOBER 15, 2007, AS ENTRY #2311639; THENCE TWO (2) COURSES ALONG SAID WEST RIGHT OF WAY LINE AS FOLLOWS: (1) SOUTH  $00^{\circ}11'47''$  EAST 541.31 FEET TO A POINT OF



CURVATURE; AND (2) SOUTHERLY ALONG THE ARC OF A 74,962.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 143.01 FEET (DELTA ANGLE EQUALS 00°06'34" AND LONG CHORD BEARS SOUTH 00°08'30" EAST 143.01 FEET) TO THE NORTH LINE OF CRAYTHORN HOMESTEAD – PHASE 1 A SUBDIVISION IN WEST POINT CITY, DAVIS COUNTY UTAH; THENCE NINE (9) COURSES ALONG THE NORTH AND WEST BOUNDARIES OF SAID CRAYTHORN HOMESTEAD – PHASE 1 AS FOLLOWS: (1) NORTH 89°55'04" WEST 214.55 FEET; (2) SOUTH 83°18'11" WEST 125.88 FEET; (3) NORTH 00°04'56" EAST 5.10 FEET; (4) NORTH 89°55'04" WEST 186.00 FEET; (5) SOUTH 00°04'56" WEST 325.03 FEET; (6) NORTH 89°53'01" WEST 259.18 FEET; (7) SOUTH 00°06'59" WEST 120.00 FEET; (8) NORTH 89°53'01" WEST 81.60 FEET; AND (9) SOUTH 00°05'22" WEST 183.26 FEET TO AN EXISTING FENCE LINE (SAID FENCE LINE IS ALONG THE EXTENSION OF THE NORTH LINE OF BANNOCK PHASE 1 SUBDIVISION, IN WEST POINT CITY, DAVIS COUNTY, UTAH, RECORD DISTANCE FROM THE SOUTH QUARTER SECTION LINE IS 672 FEET, MEASURED DISTANCE IS 671.15 FEET); THENCE SOUTH 89°52'30" WEST 306.28 FEET ALONG SAID FENCE LINE AND THE EXTENSION OF BANNOCK SUBDIVISION PHASE 1 TO THE SOUTHEAST CORNER OF 4250 WEST STREET CHURCH SUBDIVISION, IN WEST POINT CITY, DAVIS COUNTY, UTAH; THENCE THREE (3) COURSES ALONG THE EAST NORTH AND WEST BOUNDARIES OF SAID SUBDIVISION AS FOLLOWS: (1) NORTH 00°01'57" WEST 344.00 FEET; (2) SOUTH 89°52'30" WEST 550.50 FEET; AND (3) SOUTH 00°01'57" EAST 344.00 FEET TO THE SAID NORTH LINE OF BANNOCK PHASE 1 SUBDIVISION; THENCE SOUTH 89°52'30" WEST 693.07 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF THE WILLIAM AND TERRY ELLIS PROPERTY; THENCE NORTH 00°06'59" EAST 130.90 FEET ALONG SAID EAST LINE TO A POINT OF A NON TANGENT CURVE, OF WHICH THE RADIUS POINT LIES NORTH 27°12'26" EAST SAID POINT IS ALSO ON THE EXTENSION OF THE CURVE ON THE EAST BOUNDARY LINE OF SAID CRAYTHORN HOMESTEAD – PHASE 2 – 1ST AMENDMENT; THENCE FOUR (4) COURSES ALONG SAID EAST BOUNDARY LINE EXTENDED, AND THE EAST AND NORTH BOUNDARIES LINES OF SAID CRAYTHORN HOMESTEAD – PHASE 2 – 1ST AMENDMENT AS FOLLOWS: (1) NORTHERLY ALONG THE ARC OF A 55.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 97.05 FEET (DELTA ANGLE EQUALS 101°06'05" AND LONG CHORD BEARS NORTH 12°14'31" WEST 84.94 FEET) TO A POINT OF REVERSE CURVATURE; (2) NORTHERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 10.00 FEET (DELTA ANGLE EQUALS 38°11'35" AND LONG CHORD BEARS NORTH 19°12'44" EAST 9.81 FEET); (3) NORTH 00°06'56" EAST 42.72 FEET; AND (4) NORTH 89°53'01" WEST 147.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.204 ACRES, MORE OR LESS.

### EXHIBIT C SURVEY OF APPROXIMATE LOCATION OF EASEMENT



**EXHIBIT D**

**To Release of All Claims**

**CERTIFICATE OF TRUST**

**(THIS PAGE ADDED AFTER SIGNATURES AS A PLACEHOLDER)**

WHEN RECORDED, RETURN TO:  
Stephen F. Noel, Esq.  
2225 Washington Blvd. Suite 200  
Ogden, Utah 84401

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## **Certification of Trust for the TRUDICE M. CRAYTHORN TRUST**

Pursuant to Utah Code §75-7-1013, this Certification of Trust is signed by the currently acting trustees of The Revocable Trust Agreement of Trudice M. Craythorn dated 17 March 1990 ("Trust"), who declares:

1. The Grantor of the Trust is Trudice M. Craythorn. Trudice M. Craythorn was the initial trustee of the Trust. The Grantor is deceased. The Trust was revocable by the Grantor.
2. The current trustees of the Trust are Lynn E. Craythorn and Terry M. Ellis. The signatures of trustees Lynn E. Craythorn and Terry M. Ellis are sufficient to exercise the powers of the trustees.
3. The address of the trustees is:

571 S. 4500 W.  
West Point, Utah 84015

4. Pursuant to the Trust, Trust property may be taken, conveyed and/or obligated in the name of: Lynn E. Craythorn and Terry M. Ellis.
5. Any alternative description will be effective to title assets in the name of the Trust or to designate the Trust as a beneficiary if the description includes the name of at least one initial or successor trustee, any reference indicating that property is being held in a fiduciary capacity, and the date of the Trust.
6. Excerpts from the Trust document that establish the trust, designate the trustee, and set forth the powers of the trustee will be provided upon request. The powers of the trustee include the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage, and deal with real and personal property interests of all Trust property and Trustee(s) hereby warrant that they possess the exclusive authority to do so.
7. The Trust has not been revoked, modified, or amended in any way that would cause the representations in this Certification of Trust to be incorrect.

(Remainder of page intentionally left blank.)

8. Pursuant to Utah Code § 75-7-1013(2), which allows that a Certification of Trust may be signed by any trustee, the undersigned Trustees hereby execute this Certification.
9. Trustees are entering into that certain Easement Agreement, thereby obligating to said Easement Agreement the owners and successors in interest of and to the Trust Property and all portions thereof, situated in Davis County, State of Utah and described as follows:

**Trust Property**

A PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DAVIS COUNTY, UTAH

BEGINNING AT THE NORTHWEST CORNER OF CRAYTHORN HOMESTEAD - PHASE 2 - 1ST AMENDMENT, A SUBDIVISION IN WEST POINT CITY, DAVIS COUNTY, UTAH SAID POINT IS 936.41 FEET NORTH 0°06'59" EAST ALONG THE QUARTER SECTION LINE AND 42.00 FEET SOUTH 89°53'01" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 6, AND RUNNING THENCE NORTH 00°06'56" EAST 205.81 FEET TO A POINT OF A NON TANGENT CURVE, OF WHICH THE RADIUS POINT LIES SOUTH 89°53'01" EAST; THENCE NORTHERLY ALONG THE ARC OF A 898.33 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 168.54 FEET (DELTA ANGLE EQUALS 10°44'59" AND LONG CHORD BEARS NORTH 05°29'28" EAST 168.29 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A 982.19 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 184.27 FEET (DELTA ANGLE EQUALS 10°44'59" AND LONG CHORD BEARS NORTH 05°29'28" EAST 184.00 FEET); THENCE NORTH 00°06'59" EAST 493.13 FEET TO A POINT ON A BOUNDARY LINE AGREEMENT RECORDED FEBRUARY 06 2009, AS ENTRY #2421857, IN BOOK 4708 AT PAGE 892; THENCE NORTH 89°48'31" EAST 330.00 FEET ALONG SAID BOUNDARY LINE AGREEMENT TO THE WEST LINE OF THE DAVIS SCHOOL DISTRICT PARCEL; THENCE EIGHT (8) COURSES ALONG THE WEST, SOUTH AND EAST BOUNDARIES OF SAID DAVIS SCHOOL DISTRICT PARCEL AS FOLLOWS (1) SOUTH 00°06'59" WEST 439.97 FEET TO THE POINT OF A NON TANGENT CURVE, OF WHICH THE RADIUS POINT LIES SOUTH 09°36'58" WEST; (2) SOUTHEASTERLY ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 116.67 FEET (DELTA ANGLE EQUALS 33°25'26" AND LONG CHORD BEARS SOUTH 63°40'20" EAST 115.02 FEET); (3) SOUTH 46°57'37" EAST 163.74 FEET TO A POINT OF CURVATURE; (4) EASTERLY ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 150.24 FEET (DELTA ANGLE EQUALS 43°02'23" AND LONG CHORD BEARS SOUTH 68°28'50" EAST 146.73 FEET); (4) EAST 180.88 FEET TO A POINT OF CURVATURE; (6) EASTERLY ALONG THE ARC OF A 779.87 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 247.89 FEET (DELTA ANGLE EQUALS 18°12'44" AND LONG CHORD BEARS NORTH 80°53'38" EAST 246.85 FEET); (7) NORTH 71°47'17" EAST 95.87 FEET; AND (8) NORTH 00°06'07" EAST 590.45 FEET TO SAID BOUNDARY LINE AGREEMENT; THENCE NORTH 89°48'31" EAST 1,336.23 FEET ALONG SAID BOUNDARY LINE AGREEMENT TO THE WEST RIGHT OF WAY LINE OF COLD SPRINGS ROAD (4000 WEST STREET) DEDICATED OCTOBER 15, 2007, AS ENTRY #2311639; THENCE TWO (2) COURSES ALONG SAID WEST RIGHT OF WAY LINE AS FOLLOWS: (1) SOUTH 00°11'47" EAST 541.31 FEET TO A POINT OF CURVATURE; AND (2) SOUTHERLY ALONG THE ARC OF A 74,962.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 143.01 FEET (DELTA ANGLE EQUALS 00°06'34" AND LONG CHORD BEARS SOUTH 00°08'30" EAST 143.01 FEET) TO THE NORTH LINE OF CRAYTHORN HOMESTEAD - PHASE 1 A SUBDIVISION IN WEST POINT CITY, DAVIS COUNTY UTAH; THENCE NINE (9) COURSES ALONG THE NORTH AND WEST BOUNDARIES OF SAID CRAYTHORN HOMESTEAD - PHASE 1 AS FOLLOWS: (1) NORTH 89°55'04" WEST

214.55 FEET; (2) SOUTH 83°18'11" WEST 125.88 FEET; (3) NORTH 00°04'56" EAST 5.10 FEET; (4) NORTH 89°55'04" WEST 186.00 FEET; (5) SOUTH 00°04'56" WEST 325.03 FEET; (6) NORTH 89°53'01" WEST 259.18 FEET; (7) SOUTH 00°06'59" WEST 120.00 FEET; (8) NORTH 89°53'01" WEST 81.60 FEET; AND (9) SOUTH 00°05'22" WEST 183.26 FEET TO AN EXISTING FENCE LINE (SAID FENCE LINE IS ALONG THE EXTENSION OF THE NORTH LINE OF BANNOCK PHASE 1 SUBDIVISION, IN WEST POINT CITY, DAVIS COUNTY, UTAH, RECORD DISTANCE FROM THE SOUTH QUARTER SECTION LINE IS 672 FEET, MEASURED DISTANCE IS 671.15 FEET); THENCE SOUTH 89°52'30" WEST 306.28 FEET ALONG SAID FENCE LINE AND THE EXTENSION OF BANNOCK SUBDIVISION PHASE 1 TO THE SOUTHEAST CORNER OF 4250 WEST STREET CHURCH SUBDIVISION, IN WEST POINT CITY, DAVIS COUNTY, UTAH; THENCE THREE (3) COURSES ALONG THE EAST NORTH AND WEST BOUNDARIES OF SAID SUBDIVISION AS FOLLOWS: (1) NORTH 00°01'57" WEST 344.00 FEET; (2) SOUTH 89°52'30" WEST 550.50 FEET; AND (3) SOUTH 00°01'57" EAST 344.00 FEET TO THE SAID NORTH LINE OF BANNOCK PHASE 1 SUBDIVISION; THENCE SOUTH 89°52'30" WEST 693.07 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF THE WILLIAM AND TERRY ELLIS PROPERTY; THENCE NORTH 00°06'59" EAST 130.90 FEET ALONG SAID EAST LINE TO A POINT OF A NON TANGENT CURVE, OF WHICH THE RADIUS POINT LIES NORTH 27°12'26" EAST SAID POINT IS ALSO ON THE EXTENSION OF THE CURVE ON THE EAST BOUNDARY LINE OF SAID CRAYTHORN HOMESTEAD – PHASE 2 – 1ST AMENDMENT; THENCE FOUR (4) COURSES ALONG SAID EAST BOUNDARY LINE EXTENDED, AND THE EAST AND NORTH BOUNDARIES LINES OF SAID CRAYTHORN HOMESTEAD – PHASE 2 – 1ST AMENDMENT AS FOLLOWS: (1) NORTHERLY ALONG THE ARC OF A 55.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 97.05 FEET (DELTA ANGLE EQUALS 101°06'05" AND LONG CHORD BEARS NORTH 12°14'31" WEST 84.94 FEET) TO A POINT OF REVERSE CURVATURE; (2) NORTHERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 10.00 FEET (DELTA ANGLE EQUALS 38°11'35" AND LONG CHORD BEARS NORTH 19°12'44" EAST 9.81 FEET); (3) NORTH 00°06'56" EAST 42.72 FEET; AND (4) NORTH 89°53'01" WEST 147.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.204 ACRES. TAX OR SERIAL ID NO. IS 12-045-0058.

**Grantor Property of the Easement Agreement**

BEGINNING 743 FEET NORTH OF S1/4 CORNER OF SEC 6, WH IS BEG 572.5 FEET SOUTH FROM NORTHEAST CORNER OF S1/2 OF SW1/4 OF SEC 6, T4N-R2W; SLM: THEN WEST 210 FEET THEN SOUTH 104 FEET; THEN EAST 210 FEET; THEN NORTH 104 FEET TO POINT OF BEGINNING.

CONTAINS .50 ACRES. TAX OR SERIAL NO. 12-044-0021

572 SOUTH 4500 WEST

WEST POINT, UTAH 84015

(Remainder of this page is intentionally left blank. Signatures on following page)

WITNESS the hand of said Grantee, this 7 day of Jan, 2019<sup>2020</sup>

LYNN E. CRAYTHORN

Lynn E Craythorn  
Print Name: Lynn E Craythorn  
Title: TRUSTEE FOR THE REVOCABLE TRUST  
AGREEMENT OF TRUDICE M. CRAYTHORN,  
17 March 1990 TME

STATE OF UTAH )

: ss.

COUNTY OF Davis )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January, 2019<sup>20</sup>, who being by me duly sworn did say that she is Lynn E. Craythorn as set forth within the forgoing instrument, and the same affixed his signature to said instrument as witnessed by me this same day.



Holloway  
NOTARY PUBLIC

This certification is being executed in conformity with the provisions of Utah Code § 75-7-1013.

WITNESS the hand of said Grantee, this 7 day of January, 2020.

TERRY M. ELLIS

Terry M. Ellis

Print Name: Terry M. Ellis

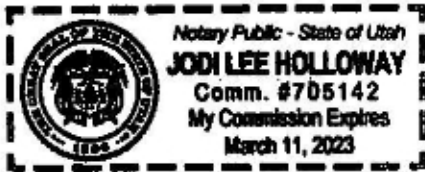
Title: TRUSTEE FOR THE REVOCABLE TRUST  
AGREEMENT OF TRUDICE M. CRAYTHORN, 17 March 1990  
TME

STATE OF UTAH )

: ss.

COUNTY OF Davis )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January, 2020, who being by me duly sworn did say that she is Terry M. Ellis as set forth within the forgoing instrument, and the same affixed her signature to said instrument as witnessed by me this same day.



J. Holloway  
NOTARY PUBLIC