

After Recording Please Return To
Bonnie McCoy
Les Schwab Main Office
PO Box 667
Prineville, Oregon 97754

E 2107022 B 3874 P 865-874
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/20/2005 02:33 PM
FEE \$28.00 Pgs: 10
DEP RT REC'D FOR FIRST AMERICAN TI
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ACCOMMODATION RECORDING ONLY.
FIRST AMERICAN TITLE MAKES NO
REPRESENTATION AS TO CONDITION OF
TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR AFFECT OF DOCUMENT.

11-578-0001, 0002

STORM DRAINAGE EASEMENT

PARTIES: GLISS-FOOTE, LLC ("Grantor")

SFP-C LIMITED PARTNERSHIP ("Schwab")

RECITALS.

- A Grantor owns the real property described on **Exhibit A** ("Grantor Property").
- B. Schwab owns the real property described on **Exhibit B** ("Schwab Property"), which property it purchased from Grantor.
- C. Grantor received approval to dispose of storm water into a right-of-way owned and maintained by the Utah Department of Transportation immediately south of the Grantor property
- D. Grantor desires to grant to Schwab a storm drainage easement over a portion of the Grantor Property as provided for in this Storm Drainage Easement Agreement to permit Schwab to connect its storm water drainage system to a storm water drainage distribution facility installed on the Grantor Property.

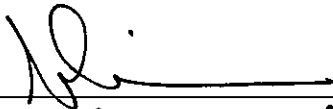
AGREEMENTS.

- 1 In consideration of the mutual covenants contained herein, Grantor grants to Schwab a perpetual, non-exclusive easement over, under, across and through that portion of Grantor's Property shown and legally described on attached **Exhibit C** ("Storm Drainage Easement"), for the purpose of installing, maintaining, and using a pipeline and manhole in connection with draining storm water from the Schwab Property to and through the storm drainage facility located on the Grantor Property within the Storm Drainage Easement area. Schwab is solely responsible for the cost of installing or constructing any equipment or facilities that are necessary for Schwab to connect to the storm drainage facility


- 2 The Storm Drainage Easement granted hereunder benefits, runs with, and is appurtenant to the Schwab Property and burdens and runs with the Grantor Property and shall be binding upon Grantor and its successors, assigns, tenants, and subtenants.
- 3 Schwab shall indemnify and hold harmless Grantor against and from any personal injuries or property damage caused by Schwab arising from its use of the Storm Drainage Easement and from any other action taken by Schwab in connection with this Storm Drainage Easement Agreement.
- 4 Schwab shall maintain the manhole and pipe it installs Grantor shall maintain the storm water distribution facility. Each party shall keep its portion of the drainage system in reasonably good condition and repair. If either party fails to maintain or repair the facilities as required by this Paragraph 4, the aggrieved party ("Beneficiary") may provide written notice to the other ("Defaulting Party") of such failure. If the Defaulting Party has not performed or begun to diligently perform the required maintenance or repair within ten (10) days from the date of such notice (or, in the event of an emergency, within a reasonable time from the date of such notice, taking into consideration the circumstances of such emergency), the Beneficiary may perform the necessary maintenance or repair, and the Defaulting Party will reimburse the Beneficiary for the reasonable cost of such maintenance or repair immediately upon the Defaulting Party's receipt of Beneficiary's invoice for such costs.
- 5 In the event any legal proceeding arising out of or related to this Storm Drainage Easement Agreement (including any litigation undertaken in the context of a bankruptcy proceeding), the prevailing party in such proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees incurred by the prevailing party in such proceeding or in any appeal thereof, in addition to the costs and disbursements allowed by law.
- 6 This Storm Drainage Easement Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument

DATED this 14th day of September, 2005.

GLISS-FOOTE, LLC

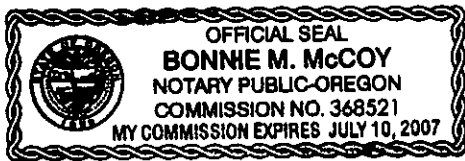
By: 
Name: Gregory W. Glissmeyer
Title: Manager

SFP-C LIMITED PARTNERSHIP

By: 
Richard B. Bergman, President
SLC-C LLC, its General Partner

STATE OF OREGON)
) ss.
County of Crook)

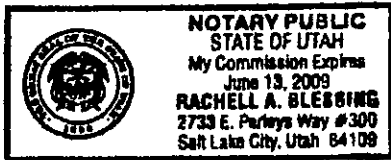
On this 12 day of September, 2005, before me personally appeared **Richard Borgman, President of SSC-C LLC, the General Partner of SFP-C Limited Partnership**, and executed the within and foregoing instrument and acknowledged the said instrument to be his free and voluntary act and deed



Bonnie M. McCoy
Notary Public for the State of Oregon

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 14th day of September, 2005, before me personally appeared Greg Glissmeyer, and executed the within and foregoing instrument and acknowledged the said instrument to be his free and voluntary act and deed on behalf of Gliss-Foote, LLC



Rachell A. Blessing
Notary Public for the State of Utah
Residing at: Salt Lake City
My Commission Expires: 6-13-09

EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR PROPERTY

EXHIBIT A

LEGAL DESCRIPTION

PROPERTY SITUATED IN DAVIS COUNTY, STATE OF UTAH, TO WIT:

LOT 1 OF THE STEWART SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE DAVIS COUNTY UTAH RECORDER'S OFFICE, SUCH PROPERTY BEING LOCATED IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

EXHIBIT B
LEGAL DESCRIPTION OF SCHWAB'S PROPERTY

EXHIBIT "B"

Property situated in Davis County, State of Utah, to wit:

Lot 2 of the Stewart Subdivision according to the official plat thereof as recorded in the Davis County Utah, Recorder's Office, such property being located in the Northwest Quarter and the Southwest Quarter of Section 34, Township 4 North, Range 1 West, Salt Lake Base and Meridian.

EXHIBIT C
MAP AND LEGAL DESCRIPTION OF STORM DRAINAGE EASEMENT

20 FOOT STORM SEWER EASEMENT

ALL THAT LAND IN THE STATE OF UTAH, COUNTY OF DAVIS, CITY OF KAYSVILLE, BEING PART OF THE NORTHWEST QUARTER OF SECTION 34, T.4N., R.1W., S.L.B.&M., ALSO BEING PART OF BLOCK 5 PLAT B KAYSVILLE TOWNSITE PLAT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S89°52'01"E ALONG THE QUARTER SECTION LINE 938 50 FEET TO THE CENTERLINE OF 400 WEST STREET, AND N00°51'26"E ALONG SAID CENTERLINE 160.44 FEET, AND N89°10'12"W 283.81 FEET, AND S00°00'00"W 1.76 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 34, THENCE S18°12'40"W 20.00 FEET, THENCE N71°47'20"W 62 65 FEET; THENCE N18°12'40"E 20.00 FEET; THENCE S71°47'20"E 62.65 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.03 ACRES, MORE OR LESS.

**-RECORDER'S MEMO-
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN RECEIVED**

J:\2004\04-0428 LES SCHWAB - KAYSVILLE CIVIL\DWG\04-0428 C300 UTILITY DWG. 9/7/2005 11:21:00 AM, SHAWNAST.
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