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RETURNED

SEP 20 2001

When Recorded, Mail To:

E 1690563 12890 P 725
SHERYL L. WHITE, DAVIS CNTY RECORDER
2001 SEP 20 3:56 PM FEE 18.00 DEP MT
REC'D FOR SMITH, JOSHUA

w'12-12-47-16
pt 04-077-0110
pt 07-076-0051

PUBLIC UTILITIES EASEMENT

Snow Canyon, Valley View; Layton UT Kays Creek Stake
Property Number: 519-5462

In consideration of One Dollar (\$1.00), receipt of which is hereby acknowledged,

**CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF
JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole**

as Grantor, hereby grants to the **CITY OF LAYTON**, a municipal corporation, as Grantee, its successors and assigns, a non-exclusive easement for public utilities ("Utilities") under the following described premises in Davis County, Utah ("Easement Property"):

See Exhibit "A" attached hereto and by this reference made a part hereof

together with the right of ingress and egress to said property over a portion of Grantor's property to the extent reasonably necessary to plan, construct, and install public utilities and facilities on the Easement Property thereafter maintain, operate, inspect, alter, remove, replace, and protect the same.

Subject to current taxes and assessments, reservations, easements, rights of way, covenants, conditions, restrictions, zoning matters, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

Grantee's right to use the Easement Property shall be subject to the following contractual conditions, which upon use of the Easement Property by Grantee shall be deemed agreed and acknowledged to by Grantee: The Utilities shall be located underground and only on, under and over such portion of the Easement Property as may be hereafter selected by Grantee. Grantee shall enter upon Grantor's property and the Easement Property at its sole risk, and Grantee hereby releases Grantor from any claims relating to the condition of Grantor's property and the Easement Property. The owner/operator of the Utilities shall maintain and repair the Utilities and any and all related improvements located on the Easement Property in a good state of repair. Grantee shall promptly repair and replace all grass, flowers, shrubs, trees, fences, asphalt, curbs, sidewalks, existing irrigation pipes, lines and ditches and any other improvements located on the

Easement Property or the adjacent property of Grantor that may be damaged in the prosecution of any work by Grantee, its agents, servants, employees, consultants and/or contractors, and shall otherwise restore the surface condition to the same or better condition that it was in prior to such work by Grantee. If Grantor desires to expand or modify any structures on its adjacent property, Grantee agrees to modify the Easement Property to accommodate such expansion or modification; provided Grantor shall pay for the cost to relocate the portion of the Utilities that may be affected thereby. Grantee hereby indemnifies, holds harmless and agrees to defend Grantor from and against any and all liens, encumbrances, costs (including reasonable attorneys' fees and costs), demands, claims, judgments, and/or damage caused by or arising out of (i) the use of the Easement Property and/or the Utilities by Grantee, its agents, servants, employees, or contractors and (ii) any work performed on the Easement Property or Grantor's property by Grantee and its agents, servants, employees, consultants and/or contractors. The prevailing party in any legal proceedings shall be entitled to its reasonable attorneys' fees and costs from the other party.

Grantee shall have the right to permit utility companies to use the Easement Property jointly with the Grantee for their utility purposes, subject to the terms and conditions of this Public Utilities Easement. If Grantee permits a utility company to use the Easement Property, such utility company shall comply with Grantee's obligations set forth above, and Grantee shall have no liability for the acts or omissions of such utility company.

Grantor retains the right to use the Easement Property for any purpose not inconsistent with the purpose for which this Public Utilities Easement is granted to Grantee.

IN WITNESS WHEREOF, the Grantor through its duly authorized agent has caused this Public Utilities and Facilities Easement to be executed this 20th day of SEPT, 2001.

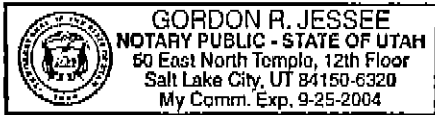


CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By Terry F. Rudd
Name (Print): TERRY F. RUDD
Its: Authorized Agent

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 20th day of September, 2001, personally appeared before me Terry F. Rudd, personally known to me to be the Authorized Agent of the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah Corporation Sole, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said Corporation, that the seal impressed on the within instrument is the seal of said Corporation, and the said Terry F. Rudd acknowledged to me that the said Corporation executed the same.



Gordon R. Jessee
Notary Public

My commission expires:

Residing at:

Exhibit "A"

Real Property Located in Davis County, Utah described as follows:

[Public Utilities Easement]

BEGINNING AT A POINT ON THE EASTERLY LINE OF U.S. HIGHWAY 89, SAID POINT BEING SOUTH 89°27'12" EAST ALONG THE QUARTER SECTION LINE 207.71 FEET FROM THE WEST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 01°26'20" WEST ALONG SAID EASTERLY LINE 27.13 FEET TO A POINT 1.00 FOOT SOUTH OF AND EXISTING CONCRETE SIDEWALK; THENCE SOUTH 89°50'20" EAST PARALLEL WITH AND 1.00 FOOT SOUTHERLY OF SAID SIDEWALK 319.21 FEET TO THE WEST LINE AND LINE EXTENDED OF THE CRAIG J. AND PAULINE B. MCMILLAN PROPERTY LINE; THENCE NORTH ALONG SAID WEST LINE AND LINE EXTENDED 24.98 FEET TO THE SAID QUARTER SECTION LINE; THENCE NORTH 89°27'12" WEST ALONG SAID QUARTER SECTION LINE 2.87 FEET; THENCE NORTH 0°32'36" EAST 52.94 FEET; THENCE NORTH 89°27'12" WEST 314.85 FEET TO SAID EASTERLY LINE OF U.S. HIGHWAY 89; THENCE SOUTH 01°26'20" WEST ALONG SAID EASTERLY LINE 52.93 FEET TO THE POINT OF BEGINNING.

CONTAINS: APPROXIMATELY 0.573 ACRES.