

14/3  
RETURNED

SEP 20 2001

When Recorded, Mail To:

E 1690564 B 2890 P 729  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
2001 SEP 20 3:56 PM FEE 14.00 DEP MT  
REC'D FOR SMITH, JOSHUA

nw 14-10-47-1w  
pt 09-076-0051

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RIGHT-OF-WAY EASEMENT

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

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE, hereinafter referred to as GRANTOR, by CITY OF LAYTON, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a sewer line over, across and through the property described on **Exhibit "A"** which is attached hereto and incorporated herein by reference, together with the right of ingress and egress over the adjacent lands of the GRANTOR, its successors and assigns as reasonably necessary, for the purposes of this easement.

Grantee hereby agrees to restore said property and adjacent areas to the condition existing prior to Grantee's activities on said property and to indemnify, defend, and hold Grantor harmless from any losses, costs, liabilities, claims, damages, injuries, and the like resulting from Grantee's usage of the Grantor's property and activities thereon in any respect unless caused by the sole negligence or wilful misconduct of Grantor. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, its successors or assigns. GRANTOR retains the right to use the subject property for purposes not inconsistent with the rights granted herein. The grant and other provisions of this easement shall constitute a covenant running with the land and shall be binding upon the persons named above and their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 20<sup>th</sup>  
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

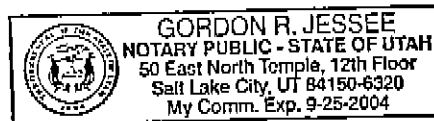
ACKNOWLEDGMENT

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

On this 20<sup>th</sup> 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.

My Commission Expires: \_\_\_\_\_  
SEAL

Gordon R. Jessee  
NOTARY PUBLIC



**Exhibit "A"**

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

**[15' SANITARY SEWER EASEMENT]**

A 15.00-FOOT WIDE SANITARY SEWER EASEMENT LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE EASTERLY LINE OF U.S. HIGHWAY 89, SAID POINT SOUTH 89°27'12" EAST 207.71 FEET ALONG THE QUARTER SECTION LINE AND NORTH 01°26'20" EAST ALONG SAID EASTERLY LINE 39.47 FEET FROM THE WEST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 87°23'35" EAST 169.08 FEET, THENCE NORTH 19.55 FEET.

CONTAINS: APPROXIMATELY 0.0649ACRES.