

WHEN RECORDED, MAIL TO:

Layton City
437 N Wasatch Dr
Layton, ut 84041

E 1257069 B 2014 P 1091
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1996 JUN 20 11:22 AM FEE 31.00 DEF MEC
REC'D FOR METRO NATIONAL TITLE

All Layton Market Center
10-188-0001 thru 0012
NW 17 4N-1W
10-027-0073


STORM DRAIN EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Robert J. Harris and Odessa H. Harris, Trustees of the Robert J. Harris Family Trust, and Delbert J. Harris, individually, Reid S. Harris, individually and Edison G. Harris, individually (collectively "GRANTOR") hereby grant, convey, sell and set over unto Layton City Corporation, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace all piping, equipment and other materials in connection with a storm water drainage transmission system (collectively "Facilities"), said easement being situated in Layton City, State of Utah, over and through a parcel of the GRANTOR's land (the "Easement Property"), more fully described as follows:

See attached Exhibit "A"

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors, and assigns, with the right of ingress and egress in said GRANTEE, its officers, employees, representatives, contractors, designees, agents, successors and assigns to enter upon the Easement Property with such equipment as is necessary to lay, maintain, operate, repair, inspect, protect, install, remove and replace said Facilities. During construction periods, GRANTEE and its employees, representatives, contractors, designees, agents and assigns may use such portion of GRANTOR's property along and adjacent to the Easement Property as may be reasonably necessary in connection with the maintenance, operation, construction, repair, removal or replacement of said Facilities. The contractor performing the work shall restore all property through which the work traverses, to as near its original condition as is reasonably possible. GRANTOR shall have the right to use the Easement Property except for the purpose for which this easement is granted to the said GRANTEE, provided such use shall not interfere with the Facilities or the collection and conveyance through said Facilities, or any other rights granted to the GRANTEE hereunder.

GRANTOR warrants that it and no one else holds title to the Easement Property and that it has authority to convey said easement to GRANTEE.

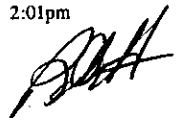

171834.2







06/11/96
2:01pm




GRANTOR shall not build or construct, or permit to be built or constructed, any building, structure or other improvement over or across the Easement Property which impedes the use of the Facilities or changes the contour of the Easement Property without the written consent of GRANTEE. This easement grant shall be binding upon the GRANTOR and inure to the benefit of the successors and assigns of the GRANTEE. GRANTOR acknowledges and agrees that among other things, the easement for storm water drainage granted herein shall benefit that certain property described in Exhibit "B" attached hereto and incorporated herein by reference.


IN WITNESS WHEREOF, the GRANTOR has executed this easement this 11 day of June, 1996.

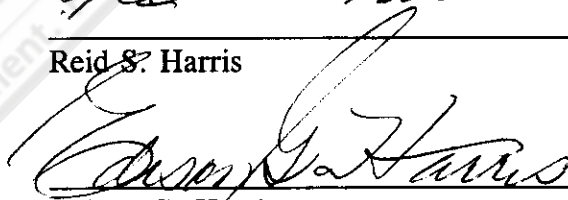
GRANTOR

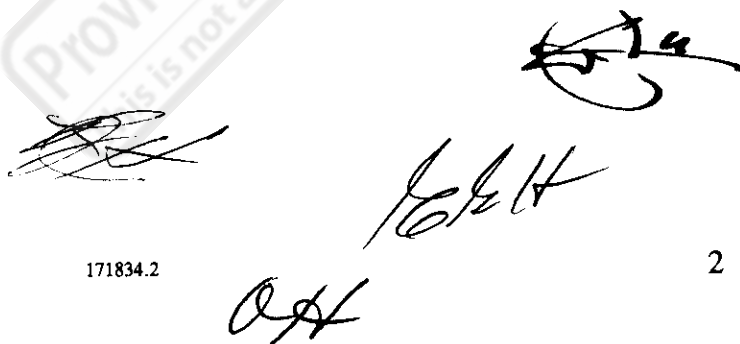

Robert J. Harris, Trustee


Odessa H. Harris, Trustee

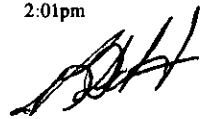

Delbert J. Harris


Reid S. Harris


Edison G. Harris



06/11/96
2:01pm



STATE OF UTAH)
COUNTY sl)

: SS.

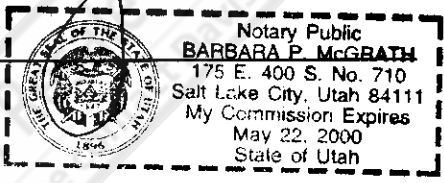
E 1257069 B 2014 P 1093

On the 11th day of June, 1996, personally appeared before me ROBERT J. HARRIS, and ODESSA H. HARRIS, who being duly sworn did say they are trustees of the Robert J. Harris Family Trust, dated March 29, 1976, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Barbara P. McGrath

NOTARY PUBLIC

Residing at: _____



My Commission Expires:

STATE OF UTAH)
COUNTY sl)

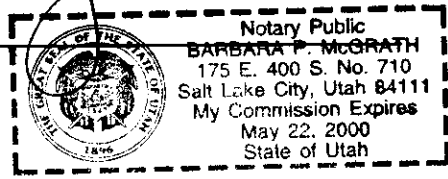
: SS.

On the 11th day of June, 1996, personally appeared before me DELBERT J. HARRIS, REID S. HARRIS and EDISON G. HARRIS, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Barbara P. McGrath

NOTARY PUBLIC

Residing at: _____



My Commission Expires:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

EXHIBIT "A"

LEGAL DESCRIPTION - 20' EASEMENT

E 1257069 B 2014 P 1094

A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, COUNTY OF DAVIS, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89 DEGREES 55 MINUTES 10 SECONDS EAST ALONG THE SECTION LINE 2249.88 FEET AND SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, 1300.00 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 17; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 10 SECONDS WEST, A DISTANCE OF 721.43 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 04 SECONDS EAST, A DISTANCE OF 440.72 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 56 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, A DISTANCE OF 420.63 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 10 SECONDS EAST, A DISTANCE OF 701.43 FEET TO THE POINT OF BEGINNING, CONTAINING 22,842 SQUARE FEET OR 0.52 ACRES, MORE OR LESS.

Provided by Davis County Government - Not for
This is not an official copy of this document. For an official copy, please contact the County Clerk's Office.

EXHIBIT "B"

LEGAL DESCRIPTION - PHASE 3

E 1257069 B 2014 P 1095

A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, COUNTY OF DAVIS, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF ANTELOPE DRIVE AS SHOWN ON THE FINAL PLAT OF LAYTON MARKET CENTER SUBDIVISION, SAID POINT BEING SOUTH 89 DEGREES 55 MINUTES 10 SECONDS WEST 125.00 FEET ALONG THE SECTION LINE AND SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST 57.00 FEET FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 17; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, A DISTANCE OF 378.60 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 10 SECONDS EAST, A DISTANCE OF 125.00 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 17; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 772.08 FEET TO THE NORTHEAST CORNER OF LOT 10 OF SAID LAYTON MARKET CENTER SUBDIVISION; THENCE SOUTH 89 DEGREES 55 MINUTES 10 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 325.00 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 10, A DISTANCE OF 112.32 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 10 SECONDS WEST, A DISTANCE OF 781.43 FEET; TO THE SOUTH EAST CORNER OF LOT 9 OF SAID LAYTON MARKET CENTER SUBDIVISION, THENCE NORTH 00 DEGREES 10 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 9, A DISTANCE OF 440.72 FEET TO THE SOUTH LINE OF LOT 2 OF SAID SUBDIVISION; THENCE SOUTH 89 DEGREES 49 MINUTES 56 SECONDS EAST, ALONG SAID SOUTH LINE AND THE EASTERLY EXTENSION OF SAID SOUTH LINE, A DISTANCE OF 781.42 FEET TO THE SOUTHEAST CORNER OF THE RIGHT-OF-WAY FOR 700 WEST STREET AS SHOWN ON SAID LAYTON MARKET CENTER SUBDIVISION; THENCE NORTH 00 DEGREES 10 MINUTES 04 SECONDS EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID 700 WEST STREET, A DISTANCE OF 825.67 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ANTELOPE DRIVE AS SHOWN IN SAID SUBDIVISION; THENCE NORTH 89 DEGREES 55 MINUTES 10 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING, CONTAINING 669,710 SQUARE FEET OR 15.37 ACRES, MORE OR LESS.

TOGETHER WITH:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12, ALL AS SHOWN ON THE PLAT OF LAYTON MARKET CENTER SUBDIVISION, LAYTON CITY, DAVIS COUNTY, STATE OF UTAH.