

RETURNED
JUN 19 2012

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BK 5546 PG 122

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/19/2012 08:46 AM
FEE \$0.00 Pgs: 3
DEP RT REC'D FOR LAYTON CITY CORP

UTILITY EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTOR hereby grants, conveys, sells, and sets over to LAYTON CITY, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its officers, employees, successors and assigns, a perpetual right-of-way and easement to construct, lay, maintain, operate, repair, inspect, protect, install, remove, and replace any improvement for the purpose of widening, operating, improving and maintaining, repairing and keeping in satisfactory condition, a waterway in Davis County known as Kays Creek, hereafter called "Waterway Facilities."

In like manner, GRANTOR grants, conveys, sells and sets over to GRANTEE, a ten foot (10') wide trail easement for public use, with all rights to construct, lay, maintain, operate, repairs, inspect, protect, install, remove and replace any improvement related to the establishment of a trail, hereafter called "Trail Facilities," with the right to move outside of the ten foot (10') easement temporarily for construction purposes. This grant of easement for a trail shall be contained within the area of the easement identified hereafter.

Said easement shall be located:

Commencing at the Northwest Corner of Section 28, Township 4 North, Range 1 West of the Salt Lake Baseline; thence S 89°27'20" E (basis of bearing) 757.96 feet along the north line of Northwest Quarter of Section 28; thence South 250.18 feet to a point on the west right-of-way line of Main Street (Highway 126); thence along said right-of-way S 25°40'39" E 283.10 feet to the POINT OF BEGINNING and running

thence S25°40'39"E 35.61 feet continuing along said right-of-way;
thence S25°13'11"W 54.19 feet;
thence S17°02'14"W 42.04 feet;
thence S05°34'59"W 20.32 feet to the grantors south property line;
thence along said south property line S48°00'00"W 188.36 feet to the east right-of-way line of the railroad;
thence along said east right-of-way line northwesterly, a distance of 60.68 feet along a non tangent curve to the left of which the radius point lies S43°19'14"W a radius of 5,829.60 feet, and having a central angle of 00°35'47" and a chord that bears N46°58'40"W 60.68 feet;
thence N42°01'06"E 18.88 feet;
thence N47°58'54"W 10.16 feet;
thence N42°01'06"E 24.00 feet;
thence S56°49'48"E 31.98 feet;
thence N49°58'48"E 37.78 feet;
thence N19°29'31"E 136.61 feet

11-061-0017

thence 29.09 feet along a curve to the right, with a central angle of 45°03'01", a radius of 37.00 feet, and a chord that bears N42°01'01"E 28.35 feet;
thence N64°32'32"E 71.85 feet to the POINT OF BEGINNING.

CONTAINS: .457 Acres
PARCEL NO.: 11-061-0017

TO HAVE AND TO HOLD the same unto said GRANTOR, its successors and assigns, with the right of ingress and egress in said GRANTEE, its officers, employees, representatives, agents and assigns to enter upon the above described property for the purposes stated herein. During construction periods, GRANTEE and its agents may use such portion of GRANTOR's property along and adjacent to said Water Facilities and Trail Facilities as may be reasonably necessary in connection with the construction or repair of said Facilities. GRANTOR shall have the right to use said premises except for the purpose for which this easement is granted to GRANTEE, provided such use shall not interfere with the Facilities or with the use of the Facilities, or any other rights granted to the GRANTEE hereunder.

GRANTOR warrants that they and no one else holds title to the above described property and that they have authority to sell the easement to GRANTEE.

GRANTOR shall not build or construct or permit to be built or constructed, any building or other improvement over or across said easement nor change the contour thereof without the written consent of GRANTEE. This easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE.

IN WITNESS WHEREOF, the GRANTOR has executed this right-of-way and easement this 14th day of June, 2012.

GRANTOR



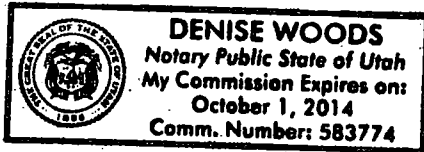
OPEN COUNTRY INVESTMENTS LC

By: GIBBS SMITH

Title: Manager

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this 14th day of June, 2012, personally appeared before me GIBBS SMITH, who duly acknowledged to me that he is the manager of OPEN COUNTRY INVESTMENTS LC, and that the document was signed by him in behalf of said corporation, and GIBBS SMITH acknowledged to me that said corporation executed the same.



Denise Woods
NOTARY PUBLIC

APPROVED AS TO FORM:

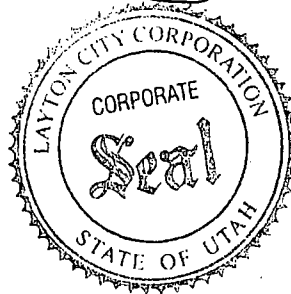
GARY R. CRANE, City Attorney

The Utility Easement signed by GIBBS SMITH on behalf of Open Country Investments LC, dated the 14th day of June, 2012, has been accepted by Layton City on the 14th day of JUNE, 2012.

J. Stephen Curtis
J. STEPHEN CURTIS, Mayor

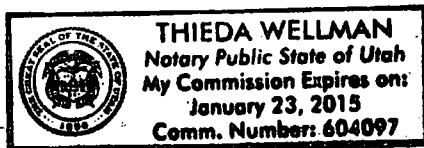
ATTEST:

Thieda Wellman
THIEDA WELLMAN, City Recorder



STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this 14th day of JUNE, 2012, personally appeared before me J. STEPHEN CURTIS, who duly acknowledged to me that he is the MAYOR of LAYTON CITY, and that the document was signed by him in behalf of said corporation, and J. STEPHEN CURTIS acknowledged to me that said corporation executed the same.



Thieda Wellman
NOTARY PUBLIC