

When recorded, mail to:

LAYTON CITY PLANNING DEPT.
437 WASATCH DRIVE
LAYTON, UTAH 84041
801-544-3489

NW 27
SW 22 4NW 1W

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 22nd day of February, 1988, by and between **SMITH'S FOOD KING PROPERTIES, INC.**, a Utah corporation ("Grantor") and **LAYTON CITY** ("Grantee").

R E C I T A L S :

A. Grantor has acquired in fee simple that certain property, consisting of approximately 7.928 acres, located at the Southeast corner of Fairfield Road and Gentile Street in Layton City, Davis County, Utah,, more particularly described on Exhibit "A" attached hereto (the "Development").

B. In order for Grantor to proceed with its development, Grantee has required certain easements to be granted as herein after set forth and, therefore, the parties have determined to enter into this Easement Agreement.

NOW, THEREFORE, in consideration of the covenants herein contained, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, it is agreed as follows:

1. That Grantor, for itself, its heirs, successors and assigns, grants and conveys to Grantee, its heirs, successors and assigns, an easement, running with the land, in, to, upon and over all real property described as follows and for the following purposes only:

BOOK 3818987
PAGE 905
FILED
1223
RECORDED AT REQUEST OF
Layton City
1988 MAR 17 AM 10:32
CAROL DEAN PAGE
DAVIS COUNTY RECORDER
OFFICE

RETURNED
MAR 17 1988

A. Easement for Surface Drainage. An easement for surface water drainage only on that certain property described on Exhibit "B" attached hereto.

B. Easement for Storm Drain. An easement allowing for the installation and maintenance of a storm drain pipe only on that certain property described on Exhibit "C" attached hereto.

2. It is hereby understood and agreed that the easements granted herein shall be limited for the described purposes only, and no other use shall be permitted by Grantee, and no other easement is intended by Grantor.

3. It is understood and agreed that Grantee, its heirs, successors and assigns shall maintain and make all necessary repairs to the storm sewer line allowed for by this Easement.

4. The easements created and the covenants herein shall be in perpetuity.

5. Grantee shall repair or restore any damage to Grantor's property caused by the installation, subsequent maintenance and/or use of the easements granted herein.

GRANTOR:

SMITH'S FOOD KING PROPERTIES, INC.

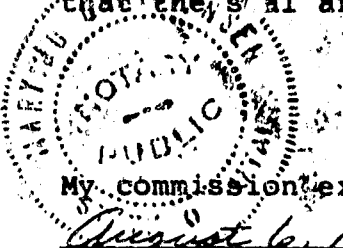
By [Signature]
Its [Signature]

GRANTEE:

LAYTON CITY
BY [Signature]
CORPORATE
Seal
STEVEN M. ASHBY
STEVEN M. ASHBY, City Recorder
STATE OF UTAH

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

On the 22nd day of February, 1988, personally appeared before me Tom Welch, who being by me duly sworn did say that he, the said Tom Welch, is the Vice President of SMITH'S FOOD KING PROPERTIES, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Tom Welch duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Marko Christensen
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My commission expires:
August 6, 1988

STATE OF UTAH)
: ss.
County of)

On the _____ day of _____, 1988, personally appeared before me _____, who being by me duly sworn did say that he, the said _____ is the _____ of LAYTON CITY, and that the within and foregoing instrument was signed in behalf of said Layton City.

NOTARY PUBLIC
Residing at: _____

My commission expires:

BOUNDARY DESCRIPTION

A part of the Northwest Quarter of Section 27 and the Southwest Quarter of Section 22, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the intersection of the South line of Gentile Street and the East line of Fairfield Road, said point being South 89°30'20" East 1460.13 feet along the Section line and North 21°47'40" West 554.43 feet along said East line of Fairfield Road from the Northwest Corner of said Section 27; and running thence Northeasterly 214.88 feet along the arc of a 922.37 foot radius curve to the right (Center bears South 15°49'52" East and Long Chord bears North 80°50'34" East 214.39 feet) along the South line of Gentile Street; thence North 87°31'00" East 61.39 feet along said South line of Gentile Street; thence Northeasterly 110.53 feet along the arc of a 987.94 foot radius curve to the left (Center bears North 2°29'00" West and Long Chord bears North 84°18'42" East 110.47 feet) along said South line of Gentile Street to the West line of Adamswood Road; thence South 46°02'00" East 401.97 feet along said West line of Adamswood Road; thence South 55°03'00" East 67.77 feet along said West line of Adamswood Road; thence South 6°51'00" East 240.64 feet; thence South 68°17'04" West 513.40 feet to the East line of Fairfield Road; thence North 21°47'40" West 752.85 feet along said East line of Fairfield Road to the point of beginning.

11-02-0099
0002

Contains 7.928 Acres

EXHIBIT "A"

EASEMENT FOR SURFACE DRAINAGE (LAYTON CITY)

A part of the Northwest Quarter of Section 27, Township 4 North,
Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the intersection of the East line of Fairfield and
the Grantors South Property Line which is South 89°30'20" East
1460.13 feet along the Section line and South 21°47'40" East
198.42 feet along said East line of Fairfield Road from the Northwest
Corner of said Section 27; running thence North 21°47'40" West
28.00 feet; thence North 68°12'20" East 10.00 feet; thence
South 21°47'40" East 28.01 feet; thence South 68°17'04" West 10.00 feet
to the point of beginning.

pt 11.003-0099

EASEMENT FOR STORM DRAIN PIPE (LAYTON CITY)

Being a 20 foot wide Easement, 10 feet on each side of the following described centerline:

A part of the Southwest Quarter of Section 22, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the West line of Adamswood Road which is South $46^{\circ}02'$ East 62.75 feet along said West line from the intersection of said West line and the South line of Gentile Street; running thence North $66^{\circ}11'08''$ West 94.17 feet to the South line of Gentile Street; the boundaries of said Easement to be extended to meet Right-of-way lines of said Adamswood Road and Gentile Street.