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CAROL DEAN PAGE, DAVIS CNTY RECORDER
1997 MAR 6 3:28 PM FEE .00 DEP HT
REC'D FOR LAYTON CITY (KING & KING)

Recorded at Request of KING & KING, Attorneys at Law, Kaysville, Utah

at _____ M. Fee Paid \$ _____ by _____
Dep. Book _____ Page _____ Ref: _____

10-063-0009
N 1/2 19, 4N, 1W

EASEMENT

LAYTON CITY, a Municipal Corporation, Grantor, hereby conveys and warrants to NORTH DAVIS COUNTY SEWER DISTRICT, its successors in interest and assigns, Grantee, for the sum of One Dollar (\$1.00) and other good and valuable consideration, a permanent easement and right-of-way for the construction, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of an underground sewer pipeline and associated facilities related thereto, on, over, under and across real property located in Davis County, State of Utah, and described as follows:

A thirty (30) foot wide permanent easement lying 15 feet on each side of the following described centerline, beginning on the Grantor's East property line at a point 2624.02 feet South 0° 11' 10" West and 3826.55 feet North 89° 52' 30" East from the Northwest Corner of Section 19, Township 4 North, Range 1 West, of the Salt Lake Base and Meridian, and running South 89° 52' 30" West 1209.05 feet more or less to the Southerly right of way line of the Proposed West Hill Field Road Extension,

Also a twenty (20) foot wide temporary construction easement lying Northerly, parallel and adjacent to the permanent easement.

Said Easement is depicted on Exhibit "A" attached hereto and by reference made a part hereof.

<u>County Serial No.</u>	<u>Acreage</u>	<u>Easement</u>
10-063-0009	0.833	30-foot permanent easement
10-063-0009	0.470	20-foot temporary easement

Together with all necessary and reasonable rights of ingress and egress and the right to excavate and refill ditches and trenches for the location, installation and repair of the above-mentioned facilities and to remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of said underground facilities. Following any entry made under the terms of this easement by Grantee, its agents or assigns, Grantee hereby agrees that it will restore the above-described premises to a reasonable condition existing prior to said entry, insofar as practicable.

The temporary easement shall remain in force for a period of one (1) year beyond the completion date as specified within the Contract Documents as agreed to by the Contractor selected to construct said pipeline. Upon termination of said one (1) year guarantee period the temporary easement shall be dissolved.

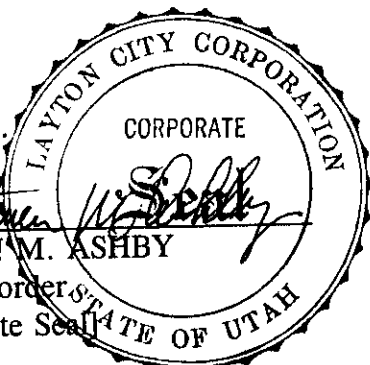
The Grantor reserves the right to occupy and use said property for all purposes not inconsistent with the rights herein granted. Grantor shall not build or construct over or across said permanent easement any building or other improvement, nor change the contour thereof without the prior written consent of the Grantee.

The officers who sign this Easement hereby certify that this Easement and the transfer represented thereby was duly authorized under a resolution duly adopted by the Layton City Council at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 5th day of ~~February~~ MARCH, 1997.

LAYTON CITY, A Municipal Corporation

By: Jerry W. Stevenson
JERRY W. STEVENSON, Mayor

ATTEST:  CORPORATE
By: Steven M. Ashby
STEVEN M. ASHBY
City Recorder
[Corporate Seal] STATE OF UTAH

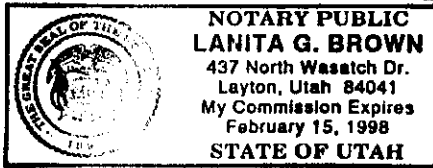
ACCEPTED FOR GRANTEE
By: Robert D. Hohman
ROBERT D. HOHMAN
District Manager

STATE OF UTAH)
(ss.
COUNTY OF DAVIS)

On the 5th day of March, 1997, personally appeared before me JERRY W. STEVENSON and STEVEN M. ASHBY, who being by me duly

sworn did say, each for himself, that he, the said Jerry W. Stevenson, is the Mayor of Layton City, and he, the said Steven M. Ashby is the City Recorder of Layton City, and that the within and foregoing instrument was signed on behalf of the said Layton City by authority of the City Council of Layton City and said Jerry W. Stevenson and Steven M. Ashby each duly acknowledged to me that the said Layton City executed the same and that the seal affixed is the seal of the said Layton City.

Lanita G. Brown
NOTARY PUBLIC
Residing at: *Davis County*
My Commission Expires: *2-15-98*



(Seal)

N:LaytonCity.Eas