E 2365423 B 4534 P 312-317 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 05/15/2008 12:22 PM FEE \$0.00 Pps: 6

12-110-0053,0118,0215

ACCESS & UTILITY EASEMENT DEP RT REC'D FOR LAYTON CITY (Sandy Slope Farms, LC Sanitary Sewer and Storm Water 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 unto Layton City Corporation a body politic of the State of Utah, hereinafter referred to as **GRANTEE**, its successors and assigns, a perpetual (i) fifty foot (50') wide easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace underground sanitary sewer, storm water and drain pipes and (ii) thirty foot (30') wide easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace underground sanitary sewer, storm water and drain pipes hereinafter collectively called "Facilities." Said easement being situated in Layton City, State of Utah, over and through a parcel of the GRANTOR's land, more fully described as follows:

See <u>Exhibit A</u> and the drawing on <u>Exhibit B</u>, both attached hereto and incorporated herein. Should there be any discrepancy between the legal description and the drawing, the legal description will control.

TO HAVE AND TO HOLD the same unto the said GRANTOR, its successors and assigns, with the rights of ingress and egress in said GRANTEE, its officers, employees, representatives, agents and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said Facilities. The contractor performing any 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 said premises except for the purpose for which this easement is granted to the said GRANTEE, provided such use shall not interfere with the Facilities or with the collection and conveyance of sanitary sewer and storm water drainage through said Facilities, or any other rights granted to the GRANTEE hereunder.

The precise location and boundaries of the easement for the Facilities have been determined based upon estimates related to the projected alignment of those certain public rights of way located at approximately 550 South and 2700 West (the "Roads"). GRANTOR may adjust, realign and/or relocate the easement and the Facilities at such time as the final alignment of the Roads is determined. GRANTOR agrees to use commercially reasonable efforts to ensure that the adjusted, realigned and/or relocated easement for the Facilities serves the needs of Grantee as well as GRANTOR.

GRANTOR warrants that it and no one else holds title to the above described property and that it has authority to sell said easement to the City.

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 GRANTOR and the successors and assigns of GRANTEE.

IN WITNESS WHEREOF, the GRANTOR has executed this easement this day of Mil., 2008.

GRANTOR:

Bv:

Name (Print)

Its: Authorized Agent

a Utah corporation sole

CORPORATION OF THE PRESIDING

BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS.

STATE OF UTAH) :ss COUNTY OF SALT LAKE)

On this 2 day of April, 2008 personally appeared before me CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for the CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

ANNIE K, SMITH-TEA

NOTARY PUBLIC - STATE OF UTAH
517 NORTH 200 WEST
FARMINGTON UT 84025
My Comm. Exp. 07/27/2010

Notary Public for the State of Utah

Notary Stamp

Layton City Acceptance:

Alex Jensen, City Manager

ATTEST:

Steven M. Ashby, City Recorder
Thieda Wellman

EXHIBIT A

(Legal Description of Easement Area)

DESCRIPTION FOR EASEMENT #1 - WEDGE SHAPED EASEMENT ALONG THE ALIGNMENT OF 550 SOUTH STREET FROM L.D.S. CHURCH

A part of the Southeast Quarter of Section 25, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 2097.19 feet North 89°49'48" West along the Quarter Section line and 266.51 feet South from the Northeast corner of said Quarter Section; running thence South 89°49'48" East 359.26 feet; thence South 17°25'08" West 60.34 feet; thence Northwesterly along the arc of a 1040.00 foot radius curve to the left a distance of 347.82 feet (Long Chord bears North 80°14'56" West 346.20 feet) to the point of beginning.

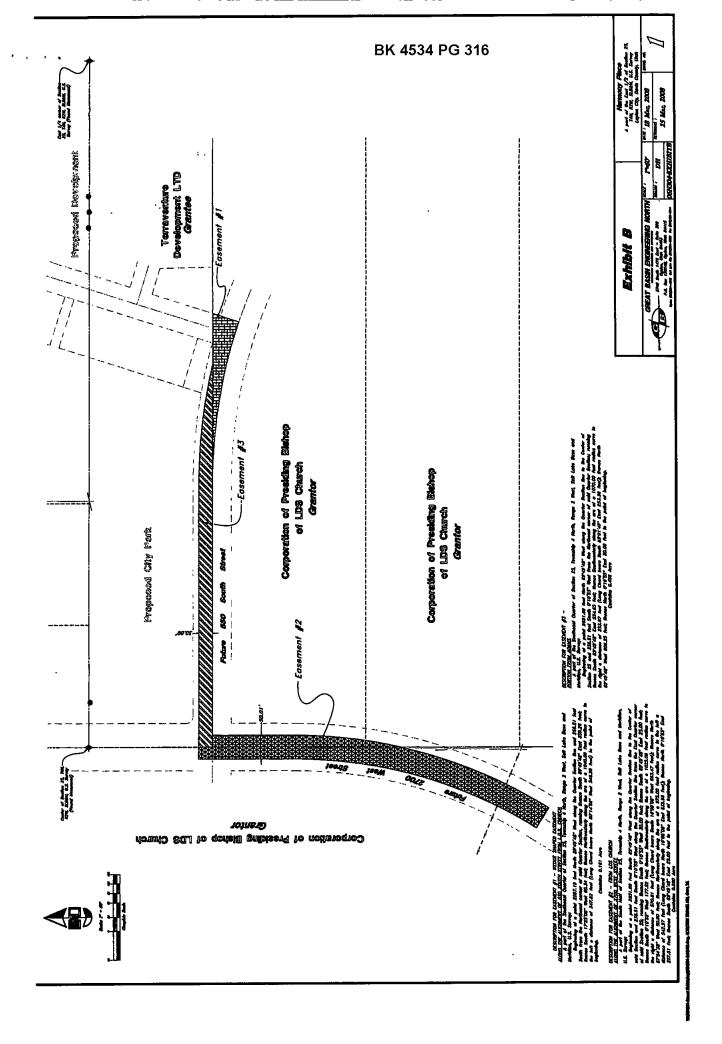
Contains 0.161 Acre

Ck By JDH 4/01/2008

DESCRIPTION FOR EASEMENT #2 – FROM LDS CHURCH ALONG THE ALIGNMENT OF 2700 WEST STREET

A part of the South Half of Section 25, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 2651.00 feet North 89°49'48" West along the Quarter Section line to the Center of said Section and 236.51 feet South 0°10'55" West along the Quarter Section line from the East Quarter corner of said Section 25; running thence South 0°10'55" West 30.00 feet; thence South 89°49'48" East 25.00 feet; thence South 0°10'55" West 177.52 feet; thence Southwesterly along the arc of a 1025.00 foot radius curve to the right a distance of 570.81 feet (Long Chord bears South 16°08'08"



West 563.47 feet); thence North 57°54'38" West 50.00 feet; thence Northeasterly along the arc of a 975.00 foot radius curve to the left a distance of 542.97 feet (Long Chord bears North 16°08'08" East 535.98 feet); thence North 0°10'55" East 207.51 feet; thence South 89°49'48" East 25.00 feet to the point of beginning.

Contains 0.860 Acre

Ck By JDH 4/01/2008