

Return to:

LAYTON CITY PLANNING DEPT.
487 WASATCH DRIVE
LAYTON, UTAH 84041
801-544-8480

E# 824586 BK 123 PG 59
CAROL DEAN PAGE, DAVIS COUNTY RECORDER
1988 MAY 11 11:04 AM FEE .00 DEP REC
REC'D FOR LAYTON CITY CORP

ASSIGNMENT OF EASEMENT

78214-17-477-14

RECORDED

MAY 11 1988

KNOW ALL MEN BY THESE PRESENTS that IVORY AND COMPANY, a Utah Limited Partnership organized and existing under the laws of the State of Utah, hereby assigns, transfers, and sets over to LAYTON CITY CORPORATION of 137 North Wasatch Drive, Layton, Utah for the sum of One Dollar (\$1.00) and other valuable consideration a certain easement between the LEO H. FOXLEY FAMILY LIMITED PARTNERSHIP as Grantor and IVORY AND COMPANY, as Grantee, a copy of which is attached hereto and is a matter of public record being recorded in the office of the Davis County Recorder on January 4, 1984, Book 974, Page 233.

WITNESS the hand of Assignor this 18th day of April, 1988.

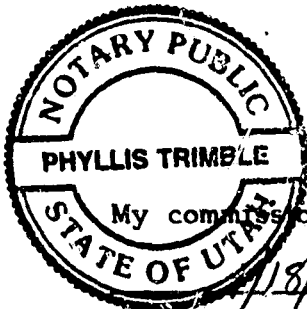
16-028-0039

IVORY AND COMPANY
A Utah Limited Partnership

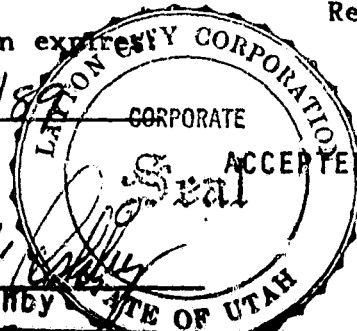
By: Ellis R. Ivory
Ellis R. Ivory
General Partner

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 18 day of April, 1988, personally appeared before me Ellis R. Ivory, who being by me sworn did say that he is the General Partner of Ivory and Company and that the foregoing instrument was signed by him in behalf of Ivory and Company.



Phyllis Trimble
Notary Public
Residing in: Salt Lake City, Utah



Steven M. Ashby

Richard G. McKenzie
Richard G. McKenzie

1004 4 1000000
370 EAST SOUTH TEMPLE
SALT LAKE CITY, UTAH

Recorded at request of UTAH T. & CO. Fee Paid \$ 67
Date JAN 4 1984 at 11:40 AM CAROL DEAN PAGE Recorder Davis County
By LaDell Manning Deputy Book 974 Page 203

661319

EASEMENT

78-17-47-12

LEO H. FOXLEY FAMILY LIMITED PARTNERSHIP, a limited partnership organized and existing under the laws of the State of Utah ("Grantor"), hereby conveys to IVORY AND COMPANY, a limited partnership organized and existing under the laws of the State of Utah, its successors in interest and assigns ("Grantee"). for the sum of One Dollar (\$1.00) and other valuable consideration a temporary easement and right of way for the installation, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of any and all storm sewer drainage lines and surface and subsurface water drainage lines on, over, under and across a tract of land that is located in Davis County, Utah and that is described more particularly as follows:

10-028-0000-0039

A ten foot utility and drainage easement five feet on each side of the following described centerline: A part of the Northeast Quarter of Section 17, Township 4 North, Range 1 West, Salt Lake Base & Meridian, U. S. Survey: Beginning at a point on the East line of .400 West Street; said point being 1268.48 South 89°52'30" West and 1354.66 feet South 0°08'48" West from the Northeast corner of said Section 17; and running thence North 89°46'12" East 200 feet.

- Abstracted
- Indexed
- Entered
- Platted
- On Margin
- Compared

Together with all rights of ingress and egress that are necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with Grantee's use, occupation or enjoyment of this easement.

This easement shall only continue so long as the same may be necessary for storm sewer drainage and shall terminate on Grantee being given the right to connect to an alternate storm drain within 500 feet of the beginning point of the above easement. This easement shall terminate upon Grantor giving Grantee notice of alternate easement (storm sewer drain) connection available 60 days prior to termination date. Thereupon this easement shall absolutely end.

WITNESS the hand of Grantor this 3rd day of January, 1984.

LEO H. FOXLEY FAMILY LIMITED PARTNERSHIP, a Utah Limited Partnership
By: Dean L. Foxley
Dean L. Foxley
General Partner

By: Audrey F. Chadwick
Audrey F. Chadwick
General Partner

By: Colleen F. Nelson
Colleen F. Nelson
General Partner

By: Robert D. Foxley
Robert D. Foxley
General Partner

By: Allan L. Foxley
Allan L. Foxley
General Partner

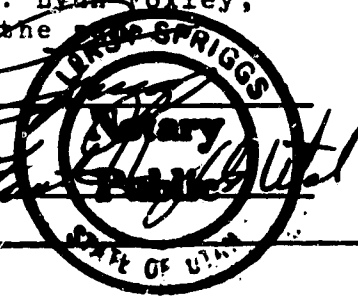
By: W. Lynn Foxley
W. Lynn Foxley
General Partner

824586 BK 1234 PG 61

STATE OF UTAH)
County of Davis) ss.

On the 3rd day of January, 1984, personally appeared before me Dean L. Foxley, Audrey F. Chadwick, Colleen F. Nelson, Robert D. Foxley, Allan L. Foxley and W. Lynn Foxley, who being by me duly sworn did say that they are the General Partners of The Leo H. Foxley Family Limited Partnership, a Utah Limited Partnership, a Partnership, and that the foregoing instrument was signed in behalf of said Partnership by authority of the Articles of said Partnership and Dean L. Foxley, Audrey F. Chadwick, Colleen F. Nelson, Robert D. Foxley, Allan L. Foxley and W. Lynn Foxley, acknowledged to me that said Partnership executed the

Dean L. Foxley
Notary Public



My commission expires: JUNE 1987 Residing at: Springville, Utah