

E 2781585 B 5915 P 189-191
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/16/2013 12:22 PM
FEE \$0.00 Pgs: 3
DEP RT REC'D FOR LAYTON CITY CORP

09-037-0116, 0120

UTILITY AND ACCESS 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 right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace a portion of a storm water detention pond, said right-of-way and easement being situated in Layton City, State of Utah, over and through a parcel of the GRANTOR's land, more fully described as follows:

A PARCEL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTHEAST CORNER OF PROPERTY OWNED BY LAYTON CITY, SAID POINT BEING NORTH 0°07'52" EAST A DISTANCE OF 1320.72 FEET ALONG THE SECTION LINE, AND SOUTH 89°53'38" WEST A DISTANCE OF 1760.70 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 8, AND RUNNING THENCE NORTH 0°06'22" WEST 33.28 FEET; THENCE NORTH 89°53'38" EAST 33.98 FEET; THENCE SOUTH 0°06'22" EAST 33.28 FEET; THENCE SOUTH 89°53'38" WEST 33.98 FEET TO THE POINT OF BEGINNING.

CONTAINS – 1130 sq. ft. (0.026 acres)
PARCEL NO.:

TO HAVE AND TO HOLD the same unto the 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 with such equipment as is necessary to construct, lay, maintain, operate, repair, inspect, protect, install, remove and replace said Facilities. During construction periods, GRANTEE and its agents may use such portion of GRANTOR's property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of said Facilities. The contractor performing the 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 right-of-way and easement is granted to the said GRANTEE, provided such use shall not interfere with the Facilities or with the use of said 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 convey 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 right-of-way nor change the contour thereof, except for the purpose of construction the pond per the approved plans without the written consent of GRANTEE. This right-of-way and 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.

11th IN WITNESS WHEREOF, the GRANTOR has executed this right-of-way and easement this day of December, 2013.

GRANTOR

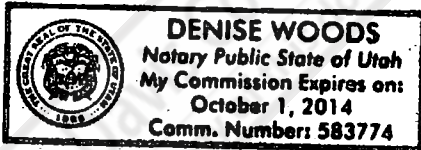
ALAN REES

TODD MAGLEBY

BOB STEVENSON

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

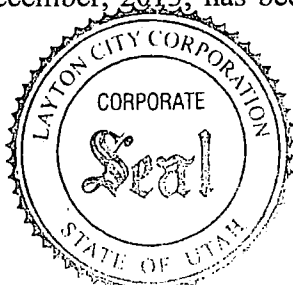
PERSONALLY APPEARED before me ALAN REES, TODD MAGLEBY, and BOB STEVENSON this 11th day of December, 2013, who duly acknowledged to me that they are the signers of the above and foregoing and that the information contained therein is true and correct to the best of their knowledge.



NOTARY PUBLIC

ACCEPTANCE

The Utility Easement signed by ALAN REES, TODD MAGLEBY, and BOB STEVENSON, dated the 11th of December, 2013, has been accepted by Layton City on the 11th day of December, 2013.



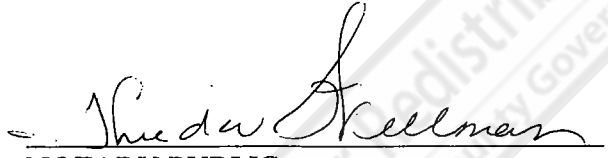
JORY FRANCIS, Mayor Pro Tempore

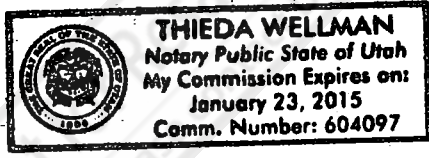
ATTEST:

THIEDA WELLMAN, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 11th day of December, 2013, personally appeared before me JORY FRANCIS, who duly acknowledged to me that he is the MAYOR PRO TEMPORE of LAYTON CITY, and that the document was signed by him in behalf of said corporation, and he acknowledged to me that said corporation executed the same.


NOTARY PUBLIC



Provided by Davis County Government - Notary Public Thieda Wellman
This is not an official copy of this document. For an official copy, please contact Davis County Government.