

LAYTON CITY PLANNING DEPT
437 WASATCH DRIVE
LAYTON, UTAH 84041

RETURN
NOV 26 1996

pt 3, Layton
Industrial Park

STORM DRAIN
EASEMENT

E 1289424 B 2068 P 57
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1996 NOV 26 8:31 AM FEE .00 DEP MEC
REC'D FOR LAYTON CITY CORP

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 GRANTORS hereby grant, convey, sell, and set 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 lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer and storm drain and water pipelines, manholes, laterals, and other collection and transmission structures, and facilities, hereinafter called Facilities, 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:

PT Parcel 10-066-0028
Toole, Ronald L. and Ruby K. (DBA)
Skydandee Manufacturing

Beginning at a point on the westerly boundary of Lot 3 of Layton Industrial Park Subdivision; which point is S 89° 50' 40" W, 551.18 ft. along the section line and S 0° 09' 20" E, 42.00 ft. to the NW corner of said lot 3, and S 34° 43' 40" E, 325.97 ft. along the westerly boundary of said lot 3 from the North Quarter Corner of Section 19, T4N, R1W, SLB&M; and running thence N 89° 50' 40" E, 24.28 ft.; thence S 34° 43' 40" E, 428.91 ft.; thence S 89° 50' 40" W, 24.28 ft., to a point on the westerly boundary of the Layton Industrial Park Subdivision; thence along said westerly boundary N 34° 43' 40" W, 428.91 ft. to the Point of Beginning.
Contains .197 Acres

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 install, maintain, operate, repair, inspect, protect, remove and replace said Facilities. During construction periods, GRANTEE and its agents may use such portion of GRANTORS 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. GRANTORS 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 which the collection and conveyance of sewage, storm drainage and water through said Facilities, or any other rights granted to the GRANTEE hereunder.

Ron Toole
10-2-96

GRANTORS warrant that they and no one else holds title to the above described property and that they have authority to sell said easement to the city.

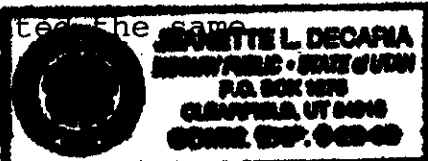
GRANTORS shall not build or construct or permit to be built or constructed, any building or other improvement over or across said right-of-way nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEE.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and easement this 2 day of ~~September~~ ^{October}, 1996.

Ronald L. Toole

STATE OF UTAH)
) :S
COUNTY OF DAVIS)

On the 2nd day of October, 1996, personally appeared me, Ronald L. Toole, the signer(s) of the above instrument, who duly acknowledged to me they executed the same.



Jeanette L. Decaria
Notary Public

My Commission Expires: 5/22/98
Residing In: Davis County

LAYTON CITY ACCEPTANCE:

Alex J. Jensen
Alex J. Jensen, City Manager

