

pt 09-036-0006  
SW 8-4N-1W

RETURNED  
JUL 19 1995

E 1189430 B 1896 P 62  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1995 JUL 19 9:15 AM FEE .00 DEP JB  
REC'D FOR LAYTON CITY CORP

## PERPETUAL EASEMENT

**BOARD OF EDUCATION OF DAVIS COUNTY SCHOOL DISTRICT**, Grantor, of 45 East State Street, Farmington City, Davis County, State of Utah, does hereby grant and convey to **LAYTON CITY**, a municipal corporation, of 437 Wasatch Drive, Layton City, Davis County, State of Utah, its successors and assigns, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Perpetual Easement and dedication of existing pipe system within the said Easement for use as part of Grantees' storm drainage collection system together with the continued operation, maintenance, repair, alteration, inspection and replacement of storm drainage pipe and related facilities and appurtenances, over, on, across, under and through the following premises belonging to said Grantor in Layton City, Davis County, State of Utah, as follows:

Beginning at a point 33.0 feet North and 33.0 feet East to the North line of a road and East 1267.0 feet along the North line of said road from the Southwest corner of Section 8, Township 4 North, Range 1 West, Salt Lake Meridian, and running thence North 0° 14' 30" East 680.74 feet parallel to the West line of said Section; thence West 20 feet; thence South 0° 14' 30" West 680.74 feet to the North line of a road; thence East 20.0 feet to the point of beginning.

together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment hereby granted, and all rights and privileges incident thereto.

This Grant of Easement and the use of the facilities contained therein shall be without cost or expense to the Grantor and the Grantee shall be responsible for the


perpetual care and maintenance of the Easement and facilities located therein.

The Grantee shall indemnify the Grantor for any claims, loss, or damage resulting from use of the property and facilities as part of the Grantee's storm drain system.

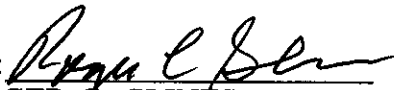
The Grantee accepts the facilities located within the Easement as "as is" and Grantor makes no representations, express or implied, as to the condition of the pipe and other facilities, if any, located within the described Easement.

WITNESS the hand of Grantor this 11 day of January, 1995.

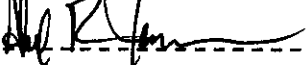
BOARD OF EDUCATION OF  
DAVIS COUNTY SCHOOL DISTRICT


By:   
DAN EASTMAN  
President

ATTEST:

By:   
ROGER C. GLINES  
Business Administrator

LAYTON CITY ACCEPTANCE:

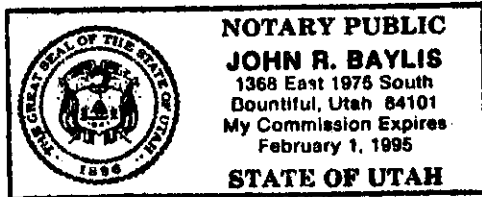
  
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Alex Jensen, City Manager

ATTEST   
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Steven M. Ashby, City Recorder

STATE OF UTAH                    )  
  ( ss.  
COUNTY OF DAVIS            )

On the 11 day of Jan, 199~~4~~<sup>5</sup>, personally appeared before me DAN EASTMAN and ROGER C. GLINES, who being by me duly sworn did say, each for himself, that he, the said Dan Eastman, is the President of the Board of Education

of Davis County School District, and he, the said Roger C. Glines, is the Business Administrator of the Board of Education of Davis County School District, and that the within and foregoing instrument was signed on behalf of the said Board of Education of Davis County School District by authority of a Resolution of the said Board of Education of Davis County School District and said Dan Eastman and Roger C. Glines each duly acknowledged to me that the said Board of Education of Davis County School District executed the same and that the seal affixed is the seal of the said Board of Education of Davis County School District.



*John R. Baylis*  
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NOTARY PUBLIC  
Residing at:  
My Commission Expires:

(SEAL)

S:LaytonPer.Eas