

Return to:
LAYTON CITY PLANNING DEPT.
107 WASATCH DRIVE
LAYTON, UTAH 84041

RETURNED
APR 24 1997

STORM DRAIN
EASEMENT

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JAMES ASHAUER, DAVIS CNTY RECORDER
1997 APR 24 8:07 AM FEE .00 DEF JR
REC'D FOR LAYTON CITY

8814-24-47-2W

pt 12-109-0156

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, David William Day and Carol Ann Day, 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 storm drain, 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:

Beginning at a point which is N 0° 10' 30" E, 495.00 feet along the quarter section line from the South Quarter Corner of Section 24, Township 4 North, Range 2 West, Salt Lake base and meridian; and running thence, N 0° 10' 30" E, 363.00 feet more or less to the L.D.S. Church Property; thence S 89° 50' 31" E, 30.00 feet; thence S 0° 10' 30" W, 363.00 feet; thence N 89° 50' 56" W, 30.00 feet to the point of beginning.

Note: Church Property and Day description overlap 11.73± feet

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.

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.

