

SW 28 4N-1W

TEMPORARY DRAINAGE EASEMENT

E 1928952 B 3409 P 476
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2003 NOV 3 9:06 AM FEE 12.00 DEP MT
REC'D FOR BONNEVILLE TITLE COMPANY, INC

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, hereinafter referred to as GRANTEE, its successors and assigns, a temporary right-of-way and easement for storm water runoff and drainage, said right-of-way and easement being situated in Davis County, Utah, over and through a parcel of the GRANTOR'S land, more fully described as follows:

A part of the Southwest Quarter of Section 23, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point 781.55 feet South 0°08'40" West along the Quarter Section line and 982.98 feet North 89°51'20" West from the Northeast Corner of said Quarter Section; and running thence South 7°32'59" East 40.00 feet; thence South 82°27'01" West 100.00 feet; thence North 7°32'59" West 40.00 feet; thence North 82°27'01" East 100.00 feet to the point of beginning.

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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 agent 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 and water through said Facilities, or any other rights granted to the GRANTEE hereunder.

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

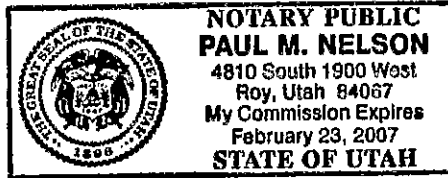
GRANTORS shall not build or construct or permit to be built or constructed, any building or other improvement over or across said right-of-way nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon and inure to the benefit of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

This Temporary Drainage Easement will terminate upon the Dedication of a public road and/or by a relinquishment by LAYTON CITY.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and easement this 3rd day of September, 2003.


DENIECE G. ADAMS

STATE OF UTAH }
 SS. }
COUNTY OF DAVIS }



On the 3rd day of September, 2003, personally appeared before me DENIECE G. ADAMS, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

A handwritten signature in cursive script, appearing to read 'P. M. Nelson', written over a horizontal line.

Notary Public