

510-18-4N-1W
10-043-0028 UTILITY EASEMENT

RETURNED

MAR 09 2004

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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 underground utilities and necessary surface access 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:

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RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2004 MAR 9 8:41 AM FEE .00 DEP AC
REC'D FOR BARNES, DAVID

Beginning at a point on the northerly right-of-way line of an 84-foot wide street, said point lying South 89°50'40" West 289.37 Feet along the section line and North 00°03'50" West 42.00 feet from the south corner of Section 18, Township 4 North, Range 1 West, Salt Lake Base and Meridian; and running thence along said right-of-way line South 89°50'40" West 191.82 feet; thence leaving said right-of-way line North 34°42'00" West 18.21 feet; thence North 89°50'40" East 202.17 feet; thence South 00°03'50" East 15.00 feet to the point-of-beginning. Contains 0.068 Acres (2,954.87 Square 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 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.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and easement
this 26 day of February, 2004.

[Signature]

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STATE OF UTAH)
)
)s
COUNTY OF DAVIS)

On the 26 day of Feb, 2004, personally appeared before me,
David Barnes, the signer(s) of the above instrument, who duly acknowledged
to me they executed the same.



[Signature]
Notary Public

LAYTON CITY ACCEPTANCE:

[Signature]
ALEX R. JENSEN, City Manager

ATTEST:



[Signature]
STEVEN M. ASHBY, City Recorder
Thieda Wellman