

RE RETURNED

When filed mail copy to:
Layton City Legal Dept.
437 North Wasatch Drive ;
Layton, Utah 84041

MAR 22 2004

E 1971384 B 3501 P 104
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2004 MAR 22 7:58 AM FEE .00 DEP AC
REC'D FOR LAYTON CITY

W 1/2 - 25 - 4N - 2W

DRAINAGE EASEMENT

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 GRANTOR hereby grants, conveys, sells, and sets 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 drainage pipe, storm drainage ditch and / or open channel, storm drainage detention or retention ponds, and all appurtenances thereto, hereinafter referred to as Facilities, and to flow storm, flood and surface water on, over and across said right-of-way and easement being situated in Davis County, State of Utah, over and through the GRANTOR'S land, more fully described as follows:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF A 66 FOOT WIDE STREET; SAID POINT BEING N 0D 11'56" E, 2202.77 FT. ALONG THE SECTION LINE, AND S 89D 48'04" E, 33.0 FT. FROM THE SW CORNER OF SEC 25, T4N, R2W, SLB&M; RUNNING THENCE N 0D 11'56" E, 602.51 FT., ALONG SAID STREET RIGHT OF WAY; THENCE S 67D 15'47" E, 492.43 FT.; THENCE S 58D 55'14" E, 739.71 FT.; THENCE SOUTH 30.33 FT.; THENCE N 89D 59'59" W, 1089.78 FT., TO THE POINT OF BEGINNING. CONTAINS 8.22 ACRES

Part of Parcel # 12-110-0209 ⁺

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, and for the maintenance, operation, repair, inspection, protection, removal, and replacement of said Facilities, GRANTEE and its agents may use such portion of GRANTOR'S property along and adjacent to said right-of-way, up to and including all 72.0284 acres of Parcel #12-110-0209, as may be reasonably necessary in connection with the construction, maintenance, operation, repair, inspection, protection, removal or replacement 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, while GRANTOR shall re-vegetate such property. GRANTOR 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 with the collection and conveyance of storm drainage through said Facilities, or any other rights granted to the GRANTEE hereunder.

GRANTOR warrants that it and no one else holds title to the above described property, that it has authority to grant said easement to GRANTEE, and that it has authorized its agent below to sign this document on its behalf.

GRANTOR 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 GRANTOR and the successors and assigns of the GRANTEE.

IN WITNESS WHEREOF, the GRANTOR has executed this right-of-way and easement this 3rd day of March, 2004.

GRANTOR:

[Handwritten Signature]

THE NATURE CONSERVANCY,
a District of Columbia Nonprofit Corporation

By: *Dave Linneman*
Its: *Vice President*

STATE OF UTAH)
 : S
COUNTY OF DAVIS)

On the 3rd day of March, 2004, personally appeared before me Dave Linneman, the signer of the foregoing instrument, who being duly sworn did say that s/he is Vice President of The Nature Conservancy, a District of Columbia Nonprofit Corporation, and is duly authorized by said corporation to sign the foregoing instrument on its behalf, and duly acknowledged to me that The Nature Conservancy executed the same.



Kara M. DeSena
Notary Public

LAYTON CITY ACCEPTANCE:

Arny Stevenson
Layton City Corporation, GRANTEE,
by its Mayor

ATTEST: 
Thieda Well
Thieda Well, Secretary