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

RETURNED

MAR 2 2 2004

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RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2004 MAR 22 7:56 AM FEE .00 DEP AC  
REC'D FOR LAYTON CITY

**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 open channel, storm drainage detention or retention ponds, and all appurtenances thereto, hereinafter called 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 parcels of the GRANTOR'S land, more fully described as follows:

THE FOLLOWING LEGAL DESCRIPTION DESCRIBES THE  
CENTER LINE OF A 43 FT. WIDE STORM DRAIN EASEMENT:

BEGINNING AT A POINT WHICH IS N 89° 57' 40" E, 10.0 FT., ALONG THE SECTION LINE, AND S 290.40 FT., FROM THE NW CORNER OF SECTION 31, T4N, R1W, SLB&M; AND RUNNING THENCE SOUTH 46.21 FT.; THENCE S 31°30' E, 268.22 FT.; THENCE S 42° 01' 44" E, 358.95 FT.; THENCE S 26° 22' 27" E, 200.0 FT.; THENCE S 11° 26' 09" E, 253.57 FT.; THENCE S 0° 55' 30" W, 159.77 FT.; THENCE S 8° 22' 19" E, 136.08 FT.; THENCE S 29° 53' 05" E, 200.0 FT.; THENCE S 47° 51' 52" E, 266.71 FT.; THENCE S 56° 06' 40" E, 270.43 FT.; THENCE S 36° 02' 20" E, 200.0 FT.; THENCE S 24° 37' 08" E, 198.23 FT.; THENCE S 02° 03' 09" E, 276.66 FT.; THENCE S 31° 16' 14"E, 211.38 FT. CONTAINS 3.01 ACRES.

ALSO INCLUDES THREE 200 FOOT DIAMETER DETENTION PONDS  
LOCATED IN THE NW QUARTER OF SECTION 31, T4N, R1W, SLB&M;

THE CENTER POINT OF THE NORTHERLY POND IS S 0° 07' W 421.52 FT. ALONG THE SECTION LINE AND E 436.76 FT. FROM THE NW CORNER OF SAID SECTION. CONTAINS .52 AC (.72 ACRE POND LESS .20 ACRE CHANNEL ALREADY INCLUDED ABOVE)

THE CENTER POINT OF THE MIDDLE POND IS S 0° 07' W, 1140.73 FT., ALONG THE SECTION LINE AND E 599.99 FT. FROM THE NW CORNER OF SAID SECTION. CONTAINS .52 AC (.72 ACRE POND LESS .20 ACRE CHANNEL ALREADY INCLUDED ABOVE)

THE CENTER POINT OF THE SOUTHERLY POND IS S 0° 07' W, 1637.99 FT., ALONG THE SECTION LINE AND E 1131.96 FT. FROM THE NW CORNER OF SAID SECTION. CONTAINS .52 AC (.72 ACRE POND LESS .20 ACRE CHANNEL ALREADY INCLUDED ABOVE)

SERIAL Nos: 11-087-0054<sup>pt</sup> and 11-089-0010 <sup>pt</sup>

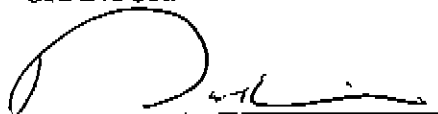
TO HAVE AND TO HOLD the same unto the said GRANTOR, its successors and assigns, with the right of ingress and egress in said GRANTEE, its officers, employees, representatives, agents and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, 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 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 revegetate 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:



THE NATURE CONSERVANCY,  
a District of Columbia Nonprofit Corporation

By: Dana Licinica  
Its: Vice President

STATE OF UTAH )  
 )S  
COUNTY OF DAVIS )

On the 3rd day of March, 2004, personally appeared before me Dave Livermore, 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:

[Signature]  
Layton City Corporation, GRANTEE,  
by its Mayor

ATTEST:  
Thieda Wellman  
Thieda Wellman, City Recorder