

When recorded mail to:
Layton City

E 2339950 B 4465 P 637-640
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/07/2008 03:19 PM
FEE \$0.00 Pgs: 4
DEP RTT REC'D FOR LAYTON CITY

09-013 - 0133

GRANT OF WATERLINE EASEMENT

WHEREAS, Layton Storage, LLC hereinafter called the Grantor, owner and entitled to possession of real property situated in Layton City, Davis County, Utah as shown:

BEGINNING AT A POINT 610 FT W AND 983 FT NORTH OF THE SOUTHEAST CORNER OF SECTION 4 TOWNSHIP 4 NORTH RANGE 1 WEST, SALT LAKE MERIDIAN; AND RUNNING THENCE WEST 435 FEET; THENCE NORTH 331 FEET; THENCE EAST 435 FEET; THENCE SOUTH 331 FEET TO THE POINT OF BEGINNING.
LESS AND EXCEPTING THAT PORTION TO STREET DEDICATION (2369-66)

WHEREAS, Layton City, hereinafter called the Grantee, is desirous of obtaining a permanent easement over and along a portion of said property as shown above.

WHEREAS, the said grantors are willing to grant and convey the same to Grantee for the consideration hereinafter set forth:

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the Grantors paid by the Grantee, receipt of which is hereby acknowledged, said Grantors hereby conveys and grants to the Grantee, its successors, transfers, and assigns a perpetual 20 foot Waterline Easement as described in the attached exhibit "A" hereinafter described to construct, reconstruct, operate, repair, replace and maintain the Waterline system in, over, upon across and through those portions of Grantors land as follows:

See attached Survey as Exhibit "A"

Grantors shall, subject to the Grantees rights as herein granted, have the right to fully enjoy and use the premises burdened by said easements, but Grantor, his heirs successors, administrators, representatives or assigns, shall not erect any permanent buildings or structure upon the lands comprising the perpetual or

permanent easement above herein described without Grantees consent in writing first had and obtained.

Grantee by accepting this grant agrees to replace or repair, with materials of like kind and equal quality, any existing fences, ditches, pipelines, driveways, curbing parking lot, landscaping or roadways, including the appurtenances thereto, damaged or destroyed in said construction, and will restore the surface as near can be to its original condition within the easement area. Grantee, his heirs, successors, administrators, representatives or assigns, shall not erect any permanent buildings or structures over and across said easement.

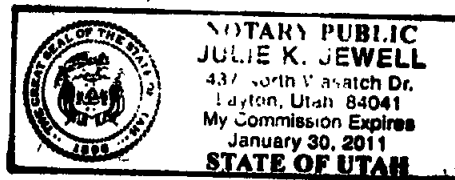
Witness the hand of said grantor this 5 day of Feb, 20078.

Layton Storage, LLC
By: MARK ARNOLD

Mark Arnold

STATE OF UTAH

COUNTY OF WEBER

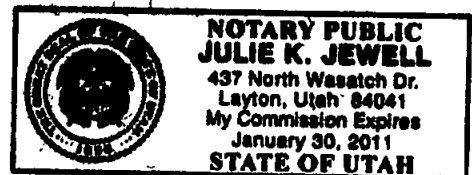


On the _____ day of _____, 2007, personally appeared before me Mark E. Arnold who being by me duly sworn did say, that he is the member/manager of Layton Storage, LLC a Utah Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Company executed the same.

Julie K Jewell
NOTARY PUBLIC

My commission expires:
Jan 30, 2011

Residing at:



Accepted by:
Layton City
By,



Threda Wellman

Attest

STATE OF UTAH

COUNTY OF Weber Davis

Stephen Curtis

Approved as to Form

By Ray P. [Signature]
Date 10/31/07

SS

On the 5th day of November, 2007 personally appeared before me, Stephen Curtis, who being duly sworn did say, each for himself that he, the said Stephen Curtis, is the mayor of Layton City, and (s)he, the said Threda Wellman is the City Recorder of Layton City, and that the within and foregoing instrument was signed on behalf of the said Layton City by authority of the City Council of Layton and said each duly acknowledged to me that the said Layton executed the same and that the seal affixed is the seal of the said Layton.

Julie K Jewell
Notary Public

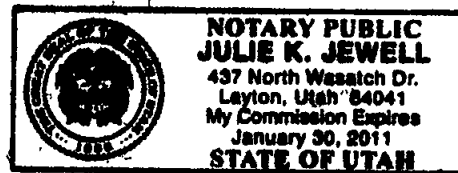
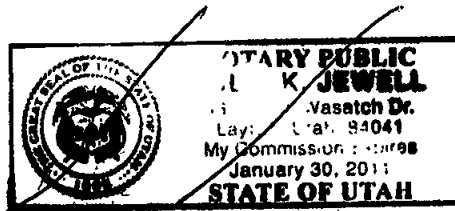


Exhibit "A"

A STRIP OF LAND 20 FEET IN WIDTH, THE SIDELINES OF WHICH ARE TO BE LENGTHENED OR SHORTENED AS NECESSARY SO AS TO COMMENCE AT THE SOUTHERLY BOUNDARY LINE OF THE GRANTORS LAND AND TO TERMINATE AT THE NORTHERLY LINE OF THE GRANTORS LAND, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A HOLE MARKING THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID CORNER IS REFERENCED BY A MONUMENT WHICH BEARS NORTH 89° 34' 30" WEST, A DISTANCE OF 140.24 FEET AND FURTHER REFERENCED BY ANOTHER MONUMENT WHICH BEARS NORTH 89° 34' 30" WEST, A DISTANCE OF 46.47 FEET, AND RUNNING THENCE NORTH 89°34'30" WEST, A DISTANCE OF 609.93 FEET; THENCE NORTH 00°08'30" EAST, A DISTANCE OF 985.18 FEET TO THE SOUTHEAST CORNER OF THE GRANTORS LAND; THENCE NORTH 89°51'30" WEST, ALONG THE SOUTHERLY LINE OF THE GRANTORS LAND, A DISTANCE OF 213.85 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE NORTH 00°11'44" EAST, A DISTANCE OF 331 FEET MORE OR LESS TO THE NORTHERLY BOUNDARY OF THE GRANTORS LAND AND THE TERMINUS OF THIS DESCRIPTION.