

Layton City
C/O Gary Crane, Esq.
437 Wasatch Dr.
Layton, Utah 84041

**UTILITY EASEMENT
(SUBDIVISION)**

E 1257086 B 2014 P 1133
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1996 JUN 20 11:41 AM FEE 16.00 DEP REC
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

nw 17 4n-1w

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 all public utilities hereinafter called Facilities, said right-of-way and easement being situated in Layton City, State of Utah, over an through a parcel of the GRANTOR's land ("Easement Property"), more fully described as follows:

See attached Exhibit "A"

10-027-0073+0078

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, with the right of ingress and egress in said GRANTEE, its officers, employees, representatives, agents, successors and assigns to enter upon the Easement 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 GRANTOR's property along and adjacent to said Easement Property, as may be reasonably necessary in connection with the construction, repair 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. GRANTOR shall have the right to use the Easement Property, 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 the collection and conveyance through said Facilities, or any other rights granted to the GRANTEE hereunder.

GRANTOR warrants that it and no one else holds title to the Easement Property and that it has authority to convey said easement to GRANTEE.

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

FIRST AMERICAN TITLE

JLP# *0602-11403*

IN WITNESS WHEREOF, the GRANTOR has executed this right-of-way and easement this 10 day of June, 1996.

**HOMCO INVESTMENT CO.,
a general partnership**

By: Layton P. Ott
Layton P. Ott, General Partner

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On this 10th day of June, 1996, before me personally appeared LAYTON P. OTT, General Partner of HOMCO INVESTMENT COMPANY, a Utah partnership, who by me being duly sworn (or affirmed) upon oath did say that such person is the general partner of the named partnership and that the foregoing instrument was executed pursuant to the partnership agreement with consent of non executing partners as may be required by law and Layton P. Ott acknowledged to me that such person executed the same as the act of said partnership.



Joseph H. Brown
Notary Public

LAYTON CITY ACCEPTANCE:

Alex Jensen
Alex Jensen, City Manager

ATTEST:

Steven M. Ashby, Deputy
Steven M. Ashby, City Recorder



LEGAL DESCRIPTION

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A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, COUNTY OF DAVIS, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER FROM WHICH THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER BEARS SOUTH 89 DEGREES 55 MINUTES 10 SECONDS WEST, A DISTANCE OF 2634.88; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1435.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, A DISTANCE OF 747.95 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 1600 NORTH STREET AS DESCRIBED IN BOOK 1789 AT PAGE 295; THENCE RUNNING ALONG SAID NORTH RIGHT-OF-WAY LINE THE NEXT FOUR (4) COURSES: 1) SOUTH 89 DEGREES 54 MINUTES 50 SECONDS WEST, A DISTANCE OF 346.02 FEET (345.42 FEET RECORD); 2) ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 26 DEGREES 07 MINUTES 43 SECONDS AN ARC DISTANCE OF 456.03 FEET, A RADIUS OF 1000.00 FEET AND A CHORD BEARING OF NORTH 77 DEGREES 01 MINUTES 19 SECONDS WEST WITH A DISTANCE OF 452.09 FEET; 3) NORTH 63 DEGREES 57 MINUTES 28 SECONDS WEST, A DISTANCE OF 54.69 FEET; 4) ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19 DEGREES 16 MINUTES 59 SECONDS AN ARC DISTANCE OF 356.74 FEET, A RADIUS OF 1060.00 FEET AND A CHORD BEARING OF NORTH 73 DEGREES 35 MINUTES 57 SECONDS WEST WITH A DISTANCE OF 355.06 FEET TO A POINT LYING NORTH 89 DEGREES 55 MINUTES 10 SECONDS EAST, A DISTANCE OF 434.80 FEET FROM THE WEST RIGHT-OF-WAY LINE OF 1000 WEST STREET AS RECORDED IN BOOK 1810 AT PAGE 259; THENCE NORTH 00 DEGREES 22 MINUTES 10 SECONDS EAST, PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 636.04 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1320.00 FEET OF THE SAID NORTHWEST QUARTER OF SECTION 17; THENCE NORTH 89 DEGREES 55 MINUTES 10 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 849.74 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, A DISTANCE OF 115.00 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 10 SECONDS EAST, A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING.

PT. 10-027-0077, 0078

EXHIBIT A
60' EASEMENT
SHEET 2 OF 2

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