

Return to:  
LAYTON CITY PLANNING DEPT.  
400 WASATCH DRIVE  
LAYTON, UTAH 84041

RECEIVED

APR 24 1997

44-13-47-20

at 12-076-0003

CHELSEIE PARK SUBDIVISION #2

SANITARY SEWER EASEMENT

E 1318573 B 2121 P 677  
JAMES ASHAUER, DAVIS CNTY RECORDER  
1997 APR 24 5:03 AM FEE .00 DEF JR  
REC'D FOR LAYTON CITY

For the sum of One Dollar (\$1.00) 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 sewer and storm drain and water pipelines, manholes, laterals, and other collection and transmission structures, storm water retention ponds or basins, and 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.

BEGINNING at a point which is North 1340.54 feet and East 919.99 feet from the South Quarter Corner of Section 13, T4N, R2W, SLB&M; and running thence North 0°09'44" East 120.00 feet.

TO HAVE AND TO HOLD the same unto the said GRANTOR, its successors and assigns, so long as such Facilities shall be maintained, 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 and water through said Facilities, or any other rights granted to the GRANTEE hereunder.

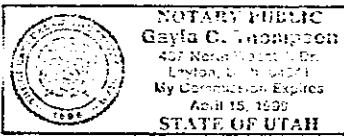
GRANTORS shall not build or construct or permit to be built or constructed, any building or other improvement over or across said right-of-way nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon and inure to the benefit of 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 19 day of March, 1997.

Woodside Homes by  
Gregory F. Warg

STATE OF UTAH           )  
                                  ):S  
COUNTY OF DAVIS       )

On the 19 day of March, 1997, personally appeared  
me, Gregory F. Warg, the signers of the above  
instrument, who duly acknowledged to me they executed the same.



Gayla C. Thompson  
Notary Public

My Commission Expires:  
Residing In:

LAYTON CITY ACCEPTANCE:

Alex Jensen  
Alex Jensen, City Manager

ATTEST:

Steven M. Ashby  
Steven M. Ashby, City Recorder

