

RETURNED

APR 21 2003

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

E 1855921 B 3273 P 394
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2003 APR 21 7:27 AM FEE .00 DEP MT
REC'D FOR LAYTON CITY CORP

NW-31-T4N-11W

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 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 flow storm drain water over the easement property; to lay, maintain, operate, repair, inspect, protect, install, remove and replace storm drain facilities, hereinafter called "Facilities"; and to access adjacent property immediately to the south of GRANTORS' property, including access with such equipment as is necessary for the construction, maintenance, operation, repair, inspection, protection, installation, removal and replacement of GRANTEE'S storm drain facilities situated between GRANTORS' land and Kays Creek; said right-of-way and easement being situated in Layton City, State of Utah, over and through a parcel of the GRANTORS' land, more fully described as follows:

BEGINNING AT THE NW CORNER OF SEC 31-T4N-R1W, SLM; AND RUNNING THENCE N 89° 57' 41" E 20 FT. ALONG THE SECTION LINE; THENCE S 290.40 FT.; THENCE S 89° 57' 40" W 20 FT. TO THE WEST SECTION LINE; THENCE N 290.40 FT. TO THE POINT OF BEGINNING. CONTAINS .133 ACRES (5808 SF)


SERIAL Nos: 11-087-0065^f and 11-087-0060^f

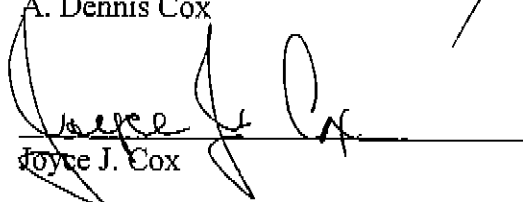
TO HAVE AND TO HOLD the same unto the said GRANTORS, its successors and assigns, with the right of ingress and egress in said GRANTEE, its officers, employees, representatives, agents and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said Facilities. During construction periods, 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 with the collection and conveyance of storm drainage through said Facilities, or any other rights granted to the GRANTEE hereunder.

GRANTORS warrant that they and no one else holds title to the above described property and that they have authority to grant said easement to the city.

GRANTORS shall not build or construct or permit to be built or constructed, any building or other permanent 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 4th day of MARCH, 2003.

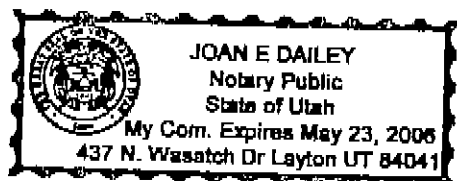


A. Dennis Cox


Joyce J. Cox

STATE OF UTAH)
):S
COUNTY OF DAVIS)


On the 4 day of March, 2003, personally appeared before me, Dennis & Joyce Cox, the signers of the above instrument, who duly acknowledged to me they executed the same.

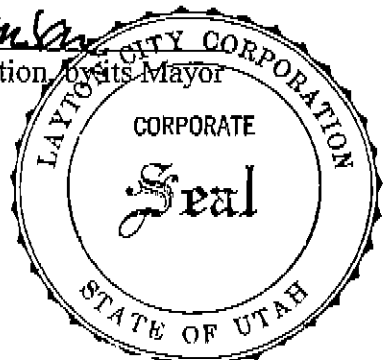


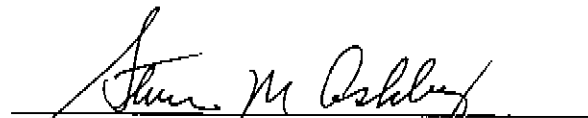


Notary Public

LAYTON CITY ACCEPTANCE:



Layton City Corporation, City Mayor


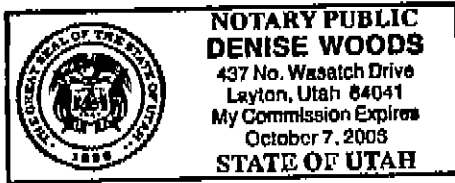
ATTEST:


STEVEN M. ASHBY, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

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On this 3rd day of April, 2003, personally appeared before me JERRY STEVENSON, who duly acknowledged to me that he is the MAYOR of LAYTON CITY, and that the document was signed by him in behalf of said corporation, and JERRY STEVENSON acknowledged to me that said corporation executed the same.



Denise Woods
NOTARY PUBLIC