

SEWER 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 Land Partners L.C. and 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 sanitary said right-of-way and easement being situated in Davis County, State of Utah, over and through a parcel of the GRANTORS land, more fully described as follows:

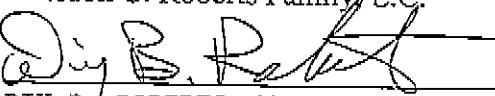
(LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A")

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, 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 conveyance of sewage, 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 sell said easement to the city.

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 27th day of December, 2002, by DIX B. ROBERTS.

Weldon C. Roberts Family, L.C.

 DIX B. ROBERTS, Managing Member

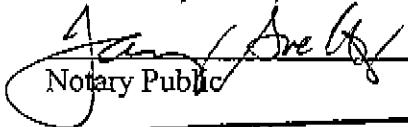
E 1881574 B 3317 P 3177
 RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
 2003 JUN 23 4:42 PM FEE 14.00 DEP JC
 REC'D FOR GUARDIAN TITLE COMPANY

STATE OF UTAH)
COUNTY OF ~~DAVIS~~ SALT LAKE)

E 1881574 B 3317 P 3178

On the 27th day of December, 2002, personally appeared before me,
DIX B. ROBERTS, *, the signer(s) of the above instrument, who duly acknowledged to
me they executed the same, for and on behalf of THE WELDON C. ROBERTS FAMILY, L.C.,
as managing member therein.

(*= managing member of THE WELDON C. ROBERTS FAMILY, L.C.)


Notary Public



LAYTON LAND PARTNERS ACCEPTANCE:



ADAM NASH, Managing Member

LAYTON CITY ACCEPTANCE:



ALEX R. JENSEN, City Manager

ATTEST:



STEVEN M. ASHBY, City Recorder

EXHIBIT "A" TO SEWER EASEMENT

An easement for sewer over the Roberts property 20 feet in width being ten (10) feet each side of the following described centerline:

Beginning at a point on an existing sewer manhole, said point being South 2504.49 feet and West 544.70 feet from the center of Section 29, Township 4 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°25'00" West 297.53 feet; thence North 55°00'38" East 634.93 feet.

Situate in Davis County, State of Utah.

(For reference purposes only: part of Tax Parcel No. 11-076-0016) *0017*