3191787 BK 7358 PG 1074

RETURNED

LAYTON CITY
LAND DRAIN EASEMENT

E 3191787 B 7358 P 1074-1077
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/01/2019 12:39 PM
FEE \$0.00 P9s: 4
DEP RT REC'D FOR LAYTON CITY CORP

16-220-0404

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 construct, lay, maintain, operate, repair, inspect, protect, install, remove and replace land drain lines and all appurtenances thereto, 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, more fully described as follows:

SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

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 construct, lay, maintain, operate, repair, inspect, protect, install, 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 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. GRANTOR 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 use of said Facilities, or any other rights granted to the GRANTEE hereunder.

GRANTOR warrants 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.

GRANTOR 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 GRANTEE.

[Signature page to follow]

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IN WITNESS WHEREOF, the GRANTOR has executed this Land Drain Easement this Land of September 2019.

GRANTOR:

GRANTOR'S SIGNATURE

(Signature must be notarized on following pages)

David Bailey - Managing Member - 7th West Partners, LLC

GRANTOR'S NAME & TITLE

CORPORATE CORPORATE OF OTHER

KIMBERLY S READ, City Recorder Tori Campbell, Deputy

Approved as to Form:

Date: 9 22/19

LAYTON CITY ACCEPTANCE:

ALEX R. JENSEN, City Manager

SUT

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GRANTOR NOTARY

(Complete only if signing as an Individual)

STATE OF							
COUNTY OF		:ss)					
On this signer(s) of the	day	of, n City Land Drain Eas	20, pe ement who	ersonally appeared b duly acknowledged	efore me to me that he/	she/they executed	the same
				NOTARY PUBLI	ic		
************	*********	(Complete only if sign	ing on behalf	of a Corporation/Partn	ership)	***********	
STATE OF							
COUNTY OF) .					
On this	day	of, I say that he/she is the	20, pe	ersonally appeared b	efore me		
				NOTARY PUBLI	ic		
*****	*****	******				*****	****
		(Complete only if signi	ng on behalf o	f a Limited Liability Co	ітрапу)		
STATE OF	UTAH :ss						
COUNTY OF	DAVIS						
foregoing Layto	say that he/she is on City Land Dra opany executed	f August sthe <u>Makeging Member</u> in Easement was signed the same.	20 <u>/</u> ⁴ , pe er of <u>7th We</u> ed in behalf	ersonally appeared b st Partners, LLC, al of said company by	efore me <u>Dav</u> imited liabilit authority, and	id Bailey who being company, and the delands acknowle	ng by me at the dged to
Į		SHELLY K SWIFT Notary Public State of Utah COMMISSION # 68681 COMM. EXP. 12/23/20/	6	NOTARY PUBLI	2 k.S	Suff _	

IF ADDITIONAL SIGNERS AND/OR NOTORIAL WORDING ARE NECESSARY, PLEASE NOTATE ANY ADDITIONS ON THIS NOTARY PAGE AND ATTACH A STATE APPROVED NOTARIAL CERTIFICATE, WHICH IDENTIFIES THE DOCUMENT THE ATTACHED NOTARIAL CERTIFICATE RELATES TO, AS WELL AS, THE NUMBER OF PAGES IN THE DOCUMENT

7TH WEST APARTMENTS LAND DRAIN EASEMENT

(Line 1)

A ten (10) foot wide land drain easement, located in the Northwest Quarter of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, said easement extending five (5) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point on the North line of Lot 404, Layton Market Center Phase IV, said point being North 00°10'04" East 1885.818 feet along the Quarter Section Line and South 89°55'10" West 20.779 feet from the Center of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian and running thence South 00°05'01" West 21.428 feet; thence South 60°52'53" West 35.411 feet; thence South 00°01'07" East 382.466 feet; thence South 66°14'17" East 33.007 feet; thence South 01°02'36" West 16.253 feet to a point on the South line of Lot 404, Layton Market Center Phase IV and the point of terminus.

Contains: (approx. 489 L.F.) PARCE 1 10-220-0404