

**COURTESY RECORDING**

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
9/27/2018 9:50:00 AM  
FEE \$18.00 Pgs: 5  
DEP eCASH REC'D FOR FOUNDERS TITLE CO -

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Layton City Recorder  
437 N. Wasatch Dr.  
Layton, Utah 84041

Founders Title Company hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

Affects Parcel No(s): 09-301-0002

09-087-0233

**GRANT OF EASEMENT GRANT**

Bentley C Lignell and Jennifer E Lignell, whose address is 1269 N 2260 E Layton, Utah, 84040, hereinafter GRANTOR, for the sum of Ten (\$10.00) Dollars and other valuable consideration, receipt of which is hereby acknowledges, does hereby grant and convey to Kirt D Sudweeks and Beverly J Sudweeks, hereinafter Grantee, a perpetual easement for general access, egress and for the installation and maintenance of all utilities, including, but not limited to water, sanitary sewer, land drainage, storm drainage, electrical, gas, fiber optic and any other utilities (hereafter collectively referred to as "Facilities") necessary to and for a residence upon the property located at approximately 2244 E Oakridge Drive Layton, Utah 84040 and more particularly described in Attachment A to this Grant of Easement (hereafter "Residential Parcel"). Grantee may install, maintain, operate, repair, inspect, protect, remove and replace such Facilities through and across the following described property situated in the County of Davis, State of Utah, to-wit (the "Easement Area"):

**SEE ATTACHED EXHIBIT "B" LEGAL DESCRIPTION**

TO HAVE AND TO HOLD the same unto Grantee and its successors, so long as such Facilities shall be maintained, with the reasonable right of ingress and egress for general access to the Residential Parcel and also to install, maintain, operate, repair, inspect, protect, remove and replace said Facilities. Grantee and its successors and assigns, hereby release Grantor from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "Grantee's Agents"). Grantee accepts the Easement Area and all aspects thereof in its "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the Easement Area.

Grantor shall not build or construct, nor permit to be built or constructed, any building or other improvements over or across said Easement Area.

The right is granted on condition that future work shall be done with care, and that all damages to the premises caused thereby shall be repaired by and at the expense of Grantee. Grantee, at its sole cost and expense, shall maintain and repair the Facilities, Easement Area, and any and all related improvements installed by Grantee, in good order and condition. Following any entry made under the terms of this Easement by Grantee, Grantee's Agents or assigns, Grantee does hereby agree that it will restore Grantor's property to the condition existing prior to said entry. Said Easement shall include all rights and privileges therein necessary or convenient for the full enjoyment or use thereof for the purpose above described, including the unrestricted, perpetual right of ingress and egress to and from said Residential Parcel; however, Grantor shall retain the full right, title, and possession of the property except for the limited easement granted herein.

Grantor reserves the right to occupy and use said property for all purposes not inconsistent with the rights herein granted and shall retain the full right, title, and possession of the Grantor's property except for the limited easement granted herein. Grantee recognizes that the easement granted by Grantor requires access to a private drive and that Grantor has the reasonable right to restrict access during times of maintenance or repair to the drive for a reasonable period of time to maintain the private drive or make the repairs.

The rights, conditions, and provisions of this agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

This agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not specifically benefited by the terms and provisions hereof.

In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

This Agreement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the parties or their successor and assigns (as determined by the provisions herein).

**[signature page to follow]**

IN WITNESS WHEREOF, the GRANTOR and  
GRANTEE have caused this instrument to be executed this 19 day of  
SEPT, 2018

GRANTORS:

[Signature]  
GRANTOR'S SIGNATURE  
(Signature must be notarized)

Bentley Ligney  
GRANTOR'S NAME

[Signature]  
GRANTOR'S SIGNATURE  
(Signature must be notarized)

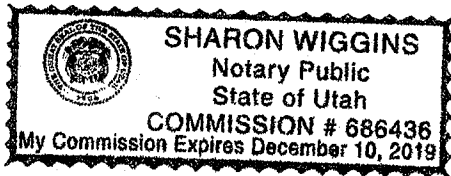
Jennifer Ligney  
GRANTOR'S NAME

STATE OF UTAH )

: ss.

COUNTY OF DAVIS )

PERSONALLY APPEARED before me Bentley Ligney and  
Jennifer Ligney, this 19<sup>th</sup> day of September, 2018 who duly acknowledged to  
me that they are the signers of the above and foregoing and that the information contained therein is true and correct  
to the best of their knowledge.



[Signature]

NOTARY PUBLIC

Exhibit A

RECORD DESCRIPTION (09-087-0233)

BEGINNING ON THE SOUTHEASTERLY LINE OF OAKRIDGE DRIVE 1183.7 FEET WEST AND 481.97 FEET SOUTH AND SOUTH 49°36'46" WEST 852.1 FEET AND SOUTH 36°45'14" WEST 30.28 FEET AND SOUTH 34°27'26" WEST 166.28 FEET ALONG BOUNDARY LINE AGREEMENT 2606, PAGE 905, FROM THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, THENCE CONTINUING ALONG SAID AGREEMENT 2 COURSE AS FOLLOWS: SOUTH 56°32'35" EAST 265.60 FEET AND SOUTH 27°13'24" EAST 152.59 FEET TO THE NORTH LINE OF WOODED HILL SUBDIVISION; THENCE SOUTH 63°37' WEST 32.06 FEET; THENCE SOUTH 64°43' WEST 56.07 FEET; THENCE NORTH 28°36' WEST 98 FEET; THENCE NORTH 56°36' WEST 262.38 FEET TO THE SOUTHEASTERLY LINE OF OAKRIDGE DRIVE; THENCE NORTH 33°24'06" EAST 35.43 FEET THENCE NORTH 34°21'23" EAST 69.42 FEET TO THE POINT OF BEGINNING.

**Exhibit B**

**PROPOSED RIGHT-OF-WAY  
AND UTILITY ACQUISITION**

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BEGINNING AT A POINT ON AN EXISTING FENCE LINE, SAID POINT BEING ON A BOUNDARY LINE AGREEMENT RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE IN BOOK 2606, AT PAGE 905, SAID POINT BEING LOCATED NORTH 00°13'30" EAST ALONG QUARTER SECTION LINE 1355.50 FEET AND EAST 2209.47 FEET FROM THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 49°15'52" EAST 52.75 FEET TO 2260 EAST, A 26' PRIVATE ROADWAY DEPICTED ON THE HOTH SUBDIVISION PLAT, A PLAT RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE; THENCE SOUTH 40°44'08" EAST ALONG SAID ROADWAY 20.00 FEET TO THE NORTHERLY LINE OF LOT 3 OF SAID HOTH SUBDIVISION; THENCE SOUTH 49°15'52" WEST ALONG THE NORTHERLY LINE OF SAID LOT 47.10 FEET TO SAID FENCE AND AGREEMENT LINE; AND THENCE NORTH 56°31'07" WEST ALONG SAID FENCE AND AGREEMENT LINE 20.78 FEET TO THE POINT OF BEGINNING.

CONTAINING: 998 SQ.FT.