

RETURNED

MAY 02 2013

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BK 5761 PG 326

Office of the Davis County Recorder



Davis
COUNTY

E 2737743 B 5761 P 326-331
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/02/2013 11:18 AM
FEE \$0.00 Pgs: 6
DEF RTT REC'D FOR LAYTON CITY CORP

Recorder
Richard T. Maughan
Chief Deputy
Laile H. Lomax

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A EASEMENT
(Document Type)

10-165-0006 & 10-165-0007
Tax Serial Number(s)

10-165-0006
0007
PUBLIC WALKWAY, ACCESS AND UTILITY 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 GRANTOR hereby grants, conveys, 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 water and electrical connections and service lines and a public walkway including, but not limited to, an earthen berm, cement or other surface sidewalk, park benches, signs, landscaping, lighting, above and below ground electrical and water service equipment, or other similar or related improvements, and an improved public access to the City's property, (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:

BEING A PART OF THE NORTHWEST QUARTER OF SECTION 17,
TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND
MERIDIAN.

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF LOT 11,
WOODLAND PARK COMMERCIAL SUBDIVISION, AS RECORDED WITH
THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID POINT BEING
LOCATED SOUTH 89°54'49" WEST ALONG THE SOUTH LINE OF SAID
QUARTER SECTION 874.47 FEET AND NORTH 126.17 FEET FROM THE
CENTER OF SAID SECTION 17 AND RUNNING THENCE SOUTH
34°54'18" EAST 8.44 FEET TO AN EXISTING FENCE CORNER; THENCE
SOUTH 53°36'17" WEST ALONG SAID FENCE LINE AND THE
EXTENSION OF 18.57 FEET TO A POINT ON AN EXISTING CURB;
THENCE WESTERLY ALONG SAID CURB THE FOLLOWING TWO (2)
CALLS: NORTH 34°09'20" WEST 12.18 FEET, SOUTH 54°23'42" WEST
28.03 FEET; THENCE SOUTH 82°50'21" WEST 18.04 FEET TO AN
EXISTING TREE LINE; THENCE NORTHERLY ALONG SAID TREE LINE
THE FOLLOWING SIX (6) CALLS; NORTH 45°19'25" WEST 12.00 FEET,
NORTH 50°24'15" WEST 36.48 FEET, NORTH 38°25'52" WEST 43.28 FEET,
NORTH 31°13'58" WEST 43.06 FEET, NORTH 29°45'13" WEST 40.11 FEET,
NORTH 02°20'52" EAST 51.75 FEET; THENCE SOUTH 56°04'55" WEST
53.67 FEET; THENCE NORTH 35°24'07" WEST 27.55 FEET; THENCE
NORTH 54°35'53" EAST 10.00 FEET TO A POINT ON AN EXISTING
CURB; THENCE EASTERLY ALONG SAID CURB THE FOLLOWING TWO
(2) CALLS: SOUTH 35°24'07" EAST 17.81 FEET, NORTH 56°04'55" EAST
54.23 FEET; THENCE NORTH 34°52'15" WEST 18.49 FEET; THENCE
NORTH 55°02'51" EAST 31.77 FEET; THENCE SOUTH 34°57'09" EAST
18.71 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 11,
SAID POINT ALSO BEING ON A CURVE; THENCE SOUTHEASTERLY
ALONG THE NORTHERLY, WESTERLY, AND SOUTHERLY LINES OF
SAID LOT 11 THE FOLLOWING 3 CALLS: ALONG THE ARC OF A 78.47
FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF
94°33'55" A DISTANCE OF 129.51 FEET (CHORD BEARS SOUTH
02°13'22" EAST 115.31 FEET) TO A POINT OF REVERSE CURVATURE,
ALONG THE ARC OF A 72.50 FOOT RADIUS CURVE TO THE RIGHT
THROUGH A CENTRAL ANGLE OF 31°06'49" A DISTANCE OF 39.37

FEET (CHORD BEARS SOUTH 33°56'53" EAST 38.89 FEET) TO A POINT OF REVERSE CURVATURE, ALONG THE ARC OF A 78.47 FOOT RADUIS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 95°16'18" A DISTANCE OF 130.48 FEET (CHORD BEARS SOUTH 66°01'39" EAST 115.96 FEET TO THE POINT OF BEGINNING.

CONTAINS - 5,197 SQ. FT.

PARCEL NOS.: 10-165-0006 & 10-165-0007

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 (as reasonably designated by GRANTOR) along and adjacent to said public 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 outside the public right-of-way and easement 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 public 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. Prior to the construction of any Facilities, GRANTEE shall provide GRANTOR with all plans and specifications of such Facilities for GRANTOR's review and approval. GRANTEE, at its sole cost and expense, shall cause all Facilities to be maintained in good working condition. GRANTEE shall pay the cost and expense of utilities, including without limitation, electricity and water, used in the installation, operation and maintenance of the Facilities.

GRANTEE shall maintain the Facilities and the property in which such Facilities are located at all times free from any and all liens, claims, security interests and encumbrances arising from or in connection with the work performed by, through or under GRANTEE, including liens for materials delivered, supplied or furnished or for services or for labor performed or rendered.

GRANTEE shall ensure that all contractors working on site shall keep in full force and effect the following insurance policies: (i) commercial general liability insurance with limits of one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) personal injury, two million dollars (\$2,000,000) general aggregate, and two million dollars (\$2,000,000) products liability, (ii) automobile liability with limits of one million dollars (\$1,000,000) combined single limit, and (iii) workers compensation insurance in an amount equal to one million dollars (\$1,000,000) per accident. GRANTOR shall be named as an additional insured on the commercial general liability insurance policy.

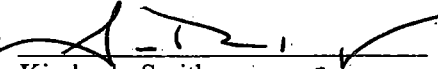
GRANTOR shall not build or construct or permit to be built or constructed, any building or other improvement over or across said right-of-way without the written consent of GRANTEE. This public right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE.

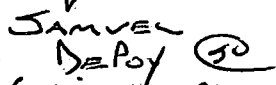
IN WITNESS WHEREOF, the GRANTOR has executed this public right-of-way and easement this 25th day of April, 2013.

KOLL/PER WOODLAND, LLC,
a Delaware limited liability company

By: Koll/PER LLC,
a Delaware limited liability company,
its Managing Member

By: The Koll Company, LLC,
a Delaware limited liability company,
its Manager

By: 
Kimberly Smith
Senior Vice President


SAMUEL DEPOY
SENIOR VICE PRESIDENT

By: _____

Its: _____

STATE OF UTAH _____)
-ss. (SEE ATTACHED CALIFORNIA ACKNOWLEDGMENT)
COUNTY OF DAVIS _____)

~~PERSONALLY APPEARED before me Kimberly Smith who is the Senior Vice President of The Koll Company, LLC, who is the Manager of Koll/PER LLC, who is the Managing Member of Koll/per Woodland, LLC, A Utah limited liability company, this _____ day of _____, 2013, 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.~~

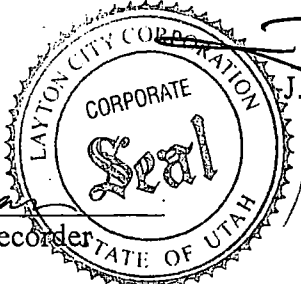
NOTARY PUBLIC

ACCEPTANCE

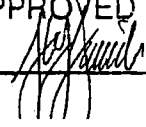
The Public Trail and Access Easement signed by SAMUEL DEPOY who is the SENIOR VICE PRESIDENT of The Koll Company LLC, dated the 25th of April, 2013, has been accepted by Layton City on the 21st day of MARCH, 2013.

ATTEST:

THIEDA WELLMAN, City Recorder




J. STEPHEN CURTIS, Mayor

APPROVED AS TO FORM
BY  3/11/13

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On April 25, 2013 before me, Terniann Arcuri, Notary Public
(Here insert name and title of the officer)

personally appeared Samuel Deby

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jeanne Down
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CAPACITY CLAIMED BY THE SIGNER

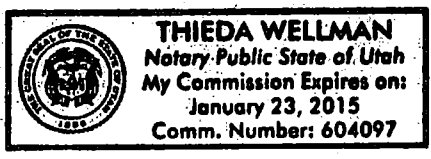
- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

STATE OF UTAH)
 : SS.
COUNTY OF DAVIS)

On this 21st day of MARCH, 2013, personally appeared before me J. STEPHEN CURTIS, 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 J. STEPHEN CURTIS acknowledged to me that said corporation executed the same.



Thieda Wellman

NOTARY PUBLIC