

PARCEL NO. 10-063-0040, 0046

After Recording, Please Mail Filed Copy to:

Layton City Corporation
Attn: Layton City Attorney
437 North Wasatch Drive
Layton, Utah 84041

LAYTON CITY
SLOPE 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, 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 easement to maintain a construction slope and all appurtenances thereto, hereinafter called Facilities, said 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, maintain, 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 easement 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 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 easement nor change the contour thereof without the written consent of GRANTEE. This 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.

[Signature page to follow]

IN WITNESS WHEREOF, the GRANTOR has executed this Storm Drain Detention Pond Easement
this ____ day of _____, 20__.

GRANTOR:




GRANTOR'S SIGNATURE

(Signature must be notarized on following pages)

Paul J. Peterson, DIVISION PRESIDENT
GRANTOR'S NAME & TITLE RICHMOND AMERICAN
HOMES OF UTAH

LAYTON CITY ACCEPTANCE:



ALEX R. JENSEN, City Manager

SWJ

ATTEST:



Kimberly S Read
KIMBERLY S READ, City Recorder

Approved as to Form:

By: J. Manton
Date: 9-22-2020

GRANTOR NOTARY

(Complete only if signing as an Individual)

STATE OF _____)
:SS
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____
signer(s) of the foregoing Layton City Slope Easement who duly acknowledged to me that he/she/they executed the same.

NOTARY PUBLIC

(Complete only if signing on behalf of a Corporation/Partnership)

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this 25 day of September, 2020, personally appeared before me PAUL PETERSON
who being by me duly sworn did say that he/she is the PRESIDENT of RICHMOND AMELIA HOMAS
a Colorado corporation/partnership, and that the foregoing Layton City Slope Easement was signed in behalf of said
corporation/partnership by authority of its Board of Directors/by-laws, and he/she acknowledged to me that said
corporation/partnership executed the same.



[Signature]
NOTARY PUBLIC

(Complete only if signing on behalf of a Limited Liability Company)

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____
who being by me duly sworn did say that he/she is the _____ of _____
a limited liability company, and that the foregoing Layton City Slope Easement was signed in behalf of said company by
authority, and he/she acknowledged to me that said company executed the same.

NOTARY PUBLIC

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

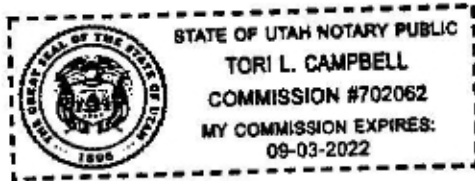
CITY ACKNOWLEDGMENT

STATE OF UTAH

:SS.

COUNTY OF DAVIS

On this 29 day of Sept, 2020, personally appeared before me Alex Jensen, who being duly sworn, did say that he/she is the City Manager of LAYTON CITY, a municipal corporation of the State of Utah, and that the foregoing Layton City Slope Easement was signed in his/her capacity as land use authority on behalf of the City for approval of Layton City Slope Easement.



Tori L. Campbell
Notary Public



October 28, 2019

The Park

Phase 3 Cul-de-Sac Slope Easement

A part of the Northwest Quarter of Section 19, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Layton City, Davis County, Utah:

Beginning at a point being 33.00 feet North 89°50'40" East along the Quarter Section Line, 1242.00 feet South 0°11'10" West along the Easterly Right-of-Way Line of 2200 West Street and 1387.10 feet North 89°50'40" East from the Northwest Corner of said Section 19; and running thence North 41°45'25" East 42.99 feet to a point of a non-tangent curve; thence Southeasterly along the arc of a 50.00 foot Radius curve to the left a distance of 67.39 feet (Central Angle equals 77°13'29" and Long Chord bears South 86°51'20" East 62.40 feet) to a point of non-tangency; thence South 35°28'04" East 34.80 feet; thence South 89°50'40" West 111.14 feet to the Point of Beginning.

Contains 2,161 Square Feet