

Mail filed copy to:

Layton City Corporation
437 North Wasatch Drive
Layton, Utah 84041

RETURNED
JAN 14 2010

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/14/2010 10:29 AM
FEE \$0.00 Pgs: 3
DEP RT. REC'D FOR LAYTON CITY CORP

UTILITY AND ACCESS 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 right-of-way, and easement to construct, lay, maintain, operate, repair, inspect, protect, install, remove and replace utilities including, but not limited to, sewer, water, storm water, electrical, gas, cable, or other similar utilities, 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:

Beginning at the Southeast Corner of Lot 189, Snow Canyon Phase 5 Subdivision Amended, said point also being North $0^{\circ}20'12''$ East 1852.64 feet along the section line and West 762.87 feet from the South Quarter Corner of Section 13, Township 4 North Range 1 West, Salt Lake Base and Meridian, and running;
Thence South $89^{\circ}47'10''$ East 14.38 feet;
Thence southeasterly 13.25 feet along the arc of a 151.00-foot radius curve to the right, (center bears South $0^{\circ}12'50''$ West and long chord bears South $87^{\circ}16'23''$ East 13.24 feet, with a central angle of $5^{\circ}01'33''$);
Thence northeasterly 9.47 feet along the arc of a 15.00 foot radius curve to the left, (center bears North $5^{\circ}14'23''$ East and long chord bears North $77^{\circ}08'48''$ East 9.32 feet, with a central angle of $36^{\circ}11'11''$);
Thence southeasterly 88.78 feet along the arc of a 50.00 foot radius curve to the right, (center bears South $30^{\circ}56'48''$ East and long chord bears South $70^{\circ}04'56''$ East 77.57 feet, with a central angle of $101^{\circ}43'44''$);
Thence southeasterly 8.05 feet along the arc of a 15.00 foot radius curve to the left, (center bears North $70^{\circ}46'56''$ East and long chord bears South $34^{\circ}35'56''$ East 7.96 feet, with a central angle of $30^{\circ}45'43''$);
Thence southeasterly 151.40 feet along the arc of a 156.00 foot radius curve to the right, (center bears South $40^{\circ}01'13''$ West and long chord bears South $22^{\circ}10'33''$ East 145.53 feet, with a central angle of $55^{\circ}36'28''$);
Thence North $84^{\circ}22'18''$ West 50.00 feet;
Thence northwesterly 72.76 feet along the arc of a 106.00 foot radius curve to the left, (center bears North $84^{\circ}22'18''$ West and long chord bears North $14^{\circ}02'06''$ West 71.34 feet, with a central angle of $39^{\circ}19'37''$);
Thence northwesterly 21.20 feet along the arc of a 15.00 foot radius curve to the left, (center bears South $56^{\circ}18'05''$ West and long chord bears North $74^{\circ}10'52''$ West 19.48 feet, with a central angle of $80^{\circ}57'54''$);
Thence northwesterly 81.56 feet along the arc of a 50.00 foot radius curve to the right, (center bears North $24^{\circ}39'49''$ West and long chord bears North $67^{\circ}56'09''$ West 72.81 feet, with a central angle of $93^{\circ}27'21''$);

Thence northwesterly 17.95 feet along the arc of a 15.00 foot radius curve to the left, (center bears South 68°47'29" West and long chord bears North 55°29'49" West 16.90 feet, with a central angle of 68°34'42");
Thence North 89°47'10" West 0.37 feet to the Northeast Corner of Lot 88, Snow Canyon Phase 5 Subdivision;
Thence North 1°42'40" West 50.03 feet along the east line of Snow Canyon Phase 5 Subdivision to the point of beginning, being the Southeast Corner of Lot 189, Snow Canyon Phase 5 Subdivision Amended.

PARCEL NO. 09-082-0122

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, permittees, 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, 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 convey 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 GRANTOR and the successors and assigns of the GRANTEE.

IN WITNESS WHEREOF, the GRANTOR has executed this right-of-way and easement this 4th day of January, 2010.



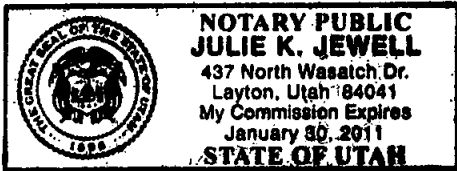
RIVER RIDGE PARTNERS, LLC

By: NEIL WALL

Title: MANAGING MEMBER

STATE OF UTAH)
 : SS.
COUNTY OF DAVIS)

PERSONALLY APPEARED before me Neil Wall this 4th day of January, 2010, the signer of the above instrument, who being duly sworn did say, that he is a member of RIVER RIDGE PARTNERS, LLC and is duly authorized by said company, RIVER RIDGE PARTNERS, LLC, to sign the above instrument, on behalf of said company, RIVER RIDGE PARTNERS, LLC, and he duly acknowledged to me that said company, RIVER RIDGE PARTNERS, LLC, executed the same.



Julie K Jewell
NOTARY PUBLIC

The Utility and Access Easement signed by Neil Wall, on behalf of RIVER RIDGE PARTNERS, LLC, dated the 4th of January, 2010, has been accepted by Layton City on the 7th day of JANUARY, 2010.



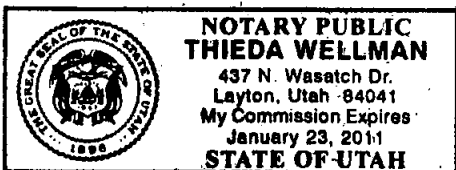
J. Stephen Curtis
J. STEPHEN CURTIS, Mayor

ATTEST

Thieda Wellman
THIEDA WELLMAN, City Recorder

STATE OF UTAH)
 : SS.
COUNTY OF DAVIS)

On this 7th day of JANUARY, 2010, 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