

**RETURNED**  
**AUG 25 2014**

E 2819908 B 6088 P 66-69  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
08/25/2014 09:30 AM  
FEE \$0.00 Pgs: 4  
DEP RT REC'D FOR LAYTON CITY

*(Flag Tie Point)*

**RIVER RIDGE PARTNERS  
GRANTING WATERLINE EASEMENT  
TO  
LAYTON CITY**

*09-082-0122  
0111*

## WATERLINE 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 waterlines 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:

A 50.0 foot wide culinary water easement, being 25.00 feet on each side of the following described centerline:

Beginning at the intersection of the center line of 1300 North Street and the east line of Snow Canyon Estates Phase 5, as recorded with the office of the Davis County Recorder, said point being South 89°47'10" East 1828.01 feet along the quarter section line and South 1°42'40" East 820.46 feet from the West Quarter Corner of Section 13, Township 4 North, Range 1 West, Salt Lake Base & Meridian, and running;

thence South 89°47'10" East 13.71 feet along the center line of Daniel's Drive;  
thence Southeasterly 218.15 feet along the arc of a 131.00 foot radius curve to the right, (center bears South 0°12'50" West and long chord bears South 42°04'44" East 193.81 feet, with a central angle of 95°24'42") along the center line of Daniel's Drive;  
thence South 5°37'42" West 266.12 feet along the center line of Daniel's Drive;  
thence Southwesterly 20.00 feet along the arc of a 201.00 foot radius curve to the right, (center bears North 84°22'18" West and long chord bears South 8°28'43" West 19.99 feet, with a central angle of 5°42'01") along the center line of Daniel's Drive;  
thence South 11°19'43" West 193.75 feet along the center line of Daniel's Drive;  
thence Southeasterly 205.06 feet along the arc of a 450.00 foot radius curve to the left (center bears South 78°40'17" East and long chord bears South 1°43'33" East 203.29 feet, with a central angle of 26°06'31") along the center line of Daniel's Drive;  
thence South 14°46'48" East 42.78 feet along the center line of Daniel's Drive;  
thence Southeasterly 150.86 feet along the arc of a 1,000.00 foot radius curve to the left, (center bears North 75°13'12" East and long chord bears South 19°06'07" East 150.72 feet, with a central angle of 8°38'38") along the center line of Daniel's Drive;  
thence South 23°25'26" East 144.33 feet along the center line of Daniel's Drive to the intersection of Daniel's Canyon Drive and Daniel's Cove, (known as Point "A" in this description);  
thence South 23°25'26" East 53.03 feet along the center line of Daniel's Drive;  
thence southeasterly 67.05 feet along the arc of a 150.00 foot radius curve to the right, (center bears South 66°34'34" West and long chord bears South 10°37'07" East 66.49 feet, with a central angle of 25°36'38") along the center line of Daniel's Drive;  
thence South 2°11'12" West 16.96 feet along the center line of Daniel's Drive to the center point of a 50.00 foot radius cul-de-sac with the easement expanding to including all of the cul-de-sac;  
thence back to Point "A," and running, North 61°34'34" East 24.55 feet along the center line of Daniel's Cove;  
Thence northeasterly 109.22 feet along the arc of a 93.00 foot radius curve to the left, (center bears North 28°25'26" West and long chord bears North 27°55'49" East 103.05 feet, with a central angle of 67°17'30") along the center line of Daniel's Cove;  
Thence North 5°42'56" West 245.02 feet along the center line of Daniel's Cove;

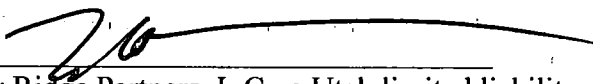
Thence northeasterly 141.05 feet along the arc of a 502.00 foot radius curve to the right, (center bears North 84°17'04" East and long chord bears North 2°20'02" East 140.59 feet, with a central angle of 16°05'57") along the center line of Daniel's Cove;  
Thence North 10°23'01" East 78.17 feet along the center line of Daniel's Cove;  
Thence South 79°36'59" East 21.64 feet along the center line of Daniel's Cove to the center point of a 50.00 foot radius cul-de-sac with the easement expanding to include all of the cul-de-sac, and being the end.

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 GRANTOR and the successors and assigns of the GRANTEE.

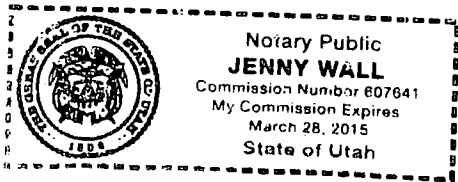
IN WITNESS WHEREOF, the GRANTOR has executed this right-of-way and easement this 6 day of Aug, 2014.

  
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River Ridge Partners, L.C., a Utah limited liability company  
By: Benchmark Holdings, LLC, a Utah limited liability company,  
Its: Managing Member  
Neil J. Wall

:SS.

COUNTY OF DAVIS )

On the 6 day of August, 2014, personally appeared before me, Neil J. Wall, the signer of the above instrument, who duly acknowledged to me they executed the same by authority of Benchmark Holdings, LLC, a Utah limited liability company as its Managing Member for an in behalf of River Ridge Partners, L.C., a Utah limited liability company.



Jenny Wall  
Notary Public

LAYTON CITY ACCEPTANCE:

[Signature]  
ALEX R. VENSEN, City Manager

ATTEST:

[Signature]  
THIEDA WELLMAN, City Recorder



OK TRC  
8-19-14