

PARCEL NO. 10-063-0046,0040

E 3299492 B 7607 P 894-898  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
10/01/2020 12:25 PM  
FEE \$0.00 Pgs: 5  
DEP RTT REC'D FOR LAYTON CITY CORP

**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 29<sup>th</sup> day of September, 2020.

**GRANTOR:**



**GRANTOR'S SIGNATURE**

(Signature must be notarized on following pages)

Patrick Scott, President of Brighton Development

**GRANTOR'S NAME & TITLE**

Utah LLC,  
Manager

**LAYTON CITY ACCEPTANCE:**



ALEX R. JENSEN, City Manager

SWT

**ATTEST:**



Kimberly S. Head

**KIMBERLY S. HEAD, City Recorder**

**Approved as to Form:**

By: J. Maszka

Date: 9-29-2020



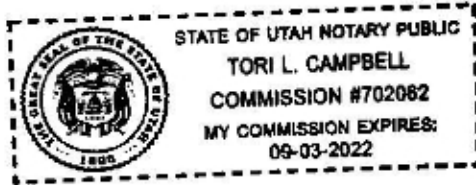
CITY ACKNOWLEDGMENT

STATE OF UTAH

ISS.

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