

PARCEL NO. 118940739 ✓

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/10/2022 11:00 AM
FEE \$0.00 Pas: 5
DEP RT REC'D FOR LAYTON CITY

After Recording, Please Mail Filed Copy to:

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

RETURNED
MAY 10 2022

LAYTON CITY
SIDEWALK 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 sidewalk 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 Sidewalk Easement
this 21st day of April, 2022

GRANTOR:

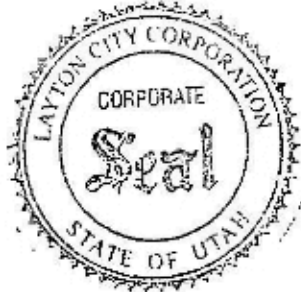
Scott Lucci

GRANTOR'S SIGNATURE
(Signature must be notarized on following pages)

Scott Lucci - President
GRANTOR'S NAME & TITLE

LAYTON CITY ACCEPTANCE:

Joy Petro
JOY PETRO, City Mayor

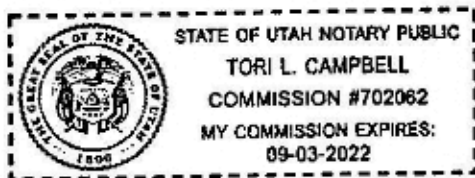


ATTEST:

Kimberly S Read
KIMBERLY S READ, City Recorder

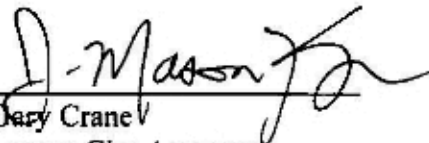
STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)


On the 5 day of May, 2022 personally appeared before me JOY PETRO, who duly acknowledged to me that she is the MAYOR of LAYTON CITY, and that the document was signed by her in behalf of said corporation, and JOY PETRO acknowledged to me that said corporation executed the same.



Tori L. Campbell
NOTARY PUBLIC

Approved as to Form:

for 
Gary Crane
Layton City Attorney

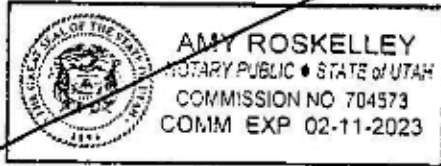

Steve Jackson
Layton City Engineer

GRANTOR NOTARY

(Complete only if signing as an Individual)

STATE OF Utah)
COUNTY OF Weber) :SS

On this 27th day of April, 2022, personally appeared before me Scott Lalli signer(s) of the foregoing Layton City Sidewalk Easement who duly acknowledged to me that he/she/they executed the same.

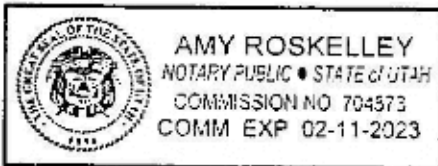


Amy Roskelley
NOTARY PUBLIC

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

STATE OF Utah)
COUNTY OF Weber) :SS

On this 27th day of April, 2022, personally appeared before me Scott Lalli who being by me duly sworn did say that he/she is the President of Destination Homes a corporation/partnership, and that the foregoing Layton City Sidewalk 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.



Amy Roskelley
NOTARY PUBLIC

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

STATE OF _____)
COUNTY OF _____) :SS

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 Sidewalk 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 NOTARIAL CERTIFICATE, WHICH IDENTIFIES THE DOCUMENT THE ATTACHED NOTARIAL CERTIFICATE RELATES TO, AS WELL AS, THE NUMBER OF PAGES IN THE DOCUMENT****

By: CGR
Date: March 7, 2022
Project: 8807 Hill Farm

Sidewalk Easement Description

A parcel of land, situate in the Northwest Quarter of Section 32, Township 4 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in Layton City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point which is North 89°58'20" East 583.66 feet along the Section line (NAD83 Bearing being South 89°39'37" East between the North Quarter Corner and the Northwest Corner of said Section 32) and South 00°01'40" East 264.14 feet from the Northwest Corner of said Section 32 and running thence:

North 49°57'28" East 13.25 feet;

thence southerly 22.30 feet along the arc of a 19.73-foot radius non-tangent curve to the left (center bears South 58°49'16" East and the long chord bears South 01°12'29" East 21.14 feet with a central angle of 64°46'27");

thence North 40°02'30" West 16.46 feet to the Point of Beginning.

Contains: 65 square feet or 0.001 acres.