

3510066
BK 8146 PG 913

When recorded, mail to:
Layton City Corporation
Attn: Layton City Recorder
437 N. Wasatch Dr.
Layton, Utah 84041

Affects Parcel No(s): 12-110-0312

ACCOMMODATION RECORDING ONLY.
COTTONWOOD TITLE INSURANCE AGENCY,
INC. MAKES NO REPRESENTATION AS TO
CONDITION OF TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR EFFECTS OF DOCUMENT.

LAYTON CITY
STORM DRAIN 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 storm drain lines 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:

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, 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.

[Signature and notary pages to follow]

IN WITNESS WHEREOF, the GRANTOR has executed this Storm Drain Easement
this 29th day of November, 2022.

**GRANTOR: Joseph F. and Rosanna S. Hill
Family Partnership**




Joseph F. Hill, Partner



J. Brent Hill, Partner

LAYTON CITY ACCEPTANCE:



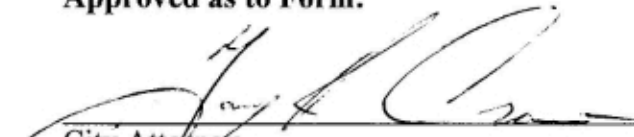


JOY PETRO, Mayor

ATTEST:


for KIMBERLY S READ, City Recorder

Approved as to Form:



City Attorney

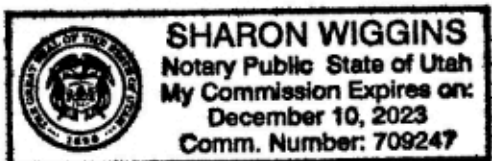


City Engineer

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 §
COUNTY OF DAVIS)

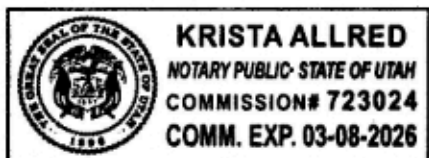
On this 15th day of August, 2022, personally appeared before me Joy Petro, who being duly sworn, did say that she is the Mayor of LAYTON CITY, a municipal corporation of the State of Utah, and that the foregoing Layton City Storm Drain Easement was signed in her capacity as land use authority on behalf of the City for approval.



Sharon Wiggins
NOTARY PUBLIC

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On this 29th day of November, 2022, personally appeared before me Joseph F. Hill and J. Brent Hill, who being by me duly sworn did say that they are Partners in the Joseph F. Hill and Roseanna S. Hill Family Limited Partnership, and are the legal property owner of record of the property subject to this Layton City Storm Drain Easement and that the foregoing Layton City Storm Drain Easement was signed in behalf of said partnership by authority of its Board of Directors/by-laws, and they acknowledged to me that said partnership executed the same.



[Signature]
NOTARY PUBLIC

EXHIBIT "A"

A 20-FOOT STORM DRAIN EASEMENT, 10 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT BEING SOUTH 00°11'01" WEST ALONG SECTION LINE 1060.47 FEET AND WEST 1132.73 FEET FROM THE EAST QUARTER CORNER OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 27°39'30" WEST 457.50 FEET.

CONTAINS – 9,150.01 SQ. FT. 0.21 ACRES