

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

Affects Parcel No(s): 12-110-0381 pt

LAYTON CITY
PUBLIC UTILITY 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 culinary water, storm drain, land drain, and sanitary sewer 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 Public Utility Easement
this 16 day of September, 2025.

GRANTOR:

DON E. JENKINS TRUST, DATED
JANUARY 6, 2003

 - trustee

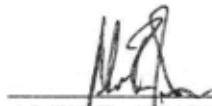
GRANTOR'S SIGNATURE

(Signature must be signed EXACTLY as it appears below &
notarized on following pages)

David D. Jenkins - Trustee

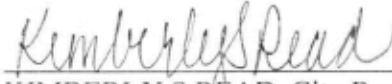
GRANTOR'S NAME & TITLE

LAYTON CITY ACCEPTANCE:



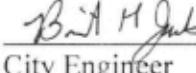
ALEX R. JENSEN, City Manager

ATTEST:


KIMBERLY S READ, City Recorder

Approved as to Form:

For: J. Lynn Appelnie
City Attorney


City Engineer

CITY ACKNOWLEDGMENT

STATE OF UTAH

§

COUNTY OF DAVIS

On this 14th day of October, 2025, personally appeared before me Alex R. 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 Public Utility Easement was signed in his/her capacity as land use authority on behalf of the City for approval.



Tori L. Campbell

NOTARY PUBLIC

GRANTOR NOTARY

(Complete only if signing as an Individual)

STATE OF _____

§

COUNTY OF _____

On this _____ day of _____, 20____, personally appeared before me _____ who being duly sworn, did say that he/she is the legal property owner of record of the property subject to this Layton City Public Utility Easement and that he/she has executed this Layton City Public Utility Easement with full authority to do so.

NOTARY PUBLIC

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

STATE OF _____

§

COUNTY OF _____

On this _____ day of _____, 20____, personally appeared before me _____ who being by me duly sworn did say that he/she is the _____ of _____ a _____ corporation/partnership, and that _____ is the legal property owner of record of the property subject to this Layton City Public Utility Easement and that the foregoing Layton City Public Utility 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.

NOTARY PUBLIC

(See Following Page for Limited Liability Company & Trust Notaries)

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

STATE OF _____
COUNTY OF _____

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, that _____ is the legal property owner of record of the property
subject to this Layton City Public Utility Easement and that the foregoing Layton City Public Utility Easement was signed in
behalf of said company by authority, and he/she acknowledged to me that said company executed the same.

NOTARY PUBLIC

(Complete only if signing on behalf of a Trust)

STATE OF UTAH
COUNTY OF SALT LAKE

On this 16TH day of SEPTEMBER, 20 25, personally appeared before me David D. Jenkins, who being
by me duly sworn did say that he/she is the Trustee of the Don E. Jenkins Trust, dated January 6, 2003 and that the Don E.
Jenkins Trust, dated January 6, 2003 is the legal property owner of record of the property subject to this Layton City Public
Utility Easement and that the foregoing Layton City Public Utility Easement was signed in behalf of said Trust by David D.
Jenkins, Trustee, and he/she acknowledged to me that the Trust executed the same.



A handwritten signature of "GREG ERIC TIMOTHY" is written over the notary seal. The signature is fluid and cursive, with "NOTARY PUBLIC" printed in a smaller, bold, sans-serif font below the main signature.

**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**

A PARCEL OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 25,
TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF GENTILE STREET,
SAID POINT BEING S89°50'39"E 624.43 FEET AND S00°00'00"E 455.59 FEET FROM THE
NORTHWEST CORNER OF SAID SECTION 25 AND RUNNING THENCE S00°08'42"W 40.50
FEET; THENCE N89°51'18"W 9.65 FEET; THENCE N11°56'33"W 41.42 FEET; THENCE
S89°51'18"E 18.32 FEET TO THE POINT OF BEGINNING.

CONTAINS 566 SQUARE FEET IN AREA

A PARCEL OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 25,
TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF GENTILE STREET,
SAID POINT BEING S89°50'39"E 631.68 FEET AND S00°00'00"E 1158.79 FEET FROM THE
NORTHWEST CORNER OF SAID SECTION 25 AND RUNNING THENCE S00°08'42"W 44.50
FEET; THENCE N89°51'18"W 15.60 FEET; THENCE N02°37'30"W 44.55 FEET; THENCE
S89°51'18"E 17.76 FEET TO THE POINT OF BEGINNING.

CONTAINS 742 SQUARE FEET IN AREA