

E 2417503 B 4697 P 326-328
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/22/2009 11:06 AM
FEE \$14.00 Pgs: 3
DEP RTT REC'D FOR FARMINGTON CITY

WHEN RECORDED, MAIL TO:

Farmington City
Attn: City Manager
130 North Main
P.O. Box 160
Farmington, Utah 84025

Affects Parcel(s): 07-272-0044

**DETENTION BASIN AND ^D
STORM DRAINAGE UTILITY EASEMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor, **RAINEY DEVELOPMENT, INC.**, a Utah , hereby grants, conveys, sells and sets over unto **FARMINGTON CITY**, a municipal corporation of the State of Utah, as Grantee, its successors, assigns, licensees and franchisees, a right-of-way and easement to install, construct, maintain, operate, repair, inspect, protect, remove and replace a detention basin and storm drainage structures and facilities, hereinafter called the "Facilities," over and through a parcel of Grantor's land located within Davis County, State of Utah, which easement is more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

To have and to hold the same unto said Grantee, its successors and assigns, with right of ingress and egress in said Grantee, its officers, employees, agents, contractors and assigns to enter upon the above described property with such equipment as is necessary to install, construct, maintain, operate, repair, inspect, protect, remove and replace said Facilities. During construction periods, Grantee and its contractors may use such portions of the property along and adjacent to said right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the 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 the right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the Facilities, Grantee's use thereof, or any other rights provided to the Grantee hereunder.

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 and easement, nor change the contour thereof, without the written consent of Grantee. This right-of-way and easement grant shall run with the land and shall be binding upon and inure to the benefits of the Grantor and Grantee and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this right-of-way and easement this 7 day of ~~December~~, 2008. ⁹
Jan.

[Handwritten signature]

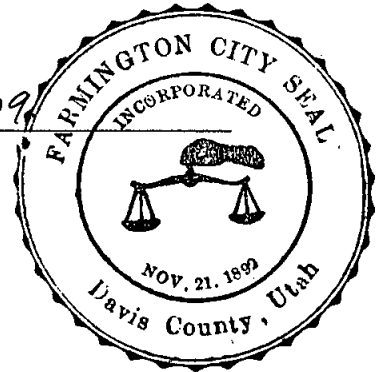
"GRANTOR"
RAINEY DEVELOPMENT, INC.

By: *Brook Johnston*
Its: MANAGER

Accepted for Recordation by Farmington City:

Margy Lomax
Margy Lomax, City Recorder

January 7, 2009
Dated



ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 7th day of January, 2008, personally appeared before me, Brook Johnston, who being by the duly sworn, did say that he/she is a managing member of RAINEY DEVELOPMENT, INC, a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and he/she duly acknowledgment to me that said corporation executed the same.

Margy L. Lomax
Notary Public
Residing at:

My Commission Expires:
11/29/2011

Davis Co. Utah

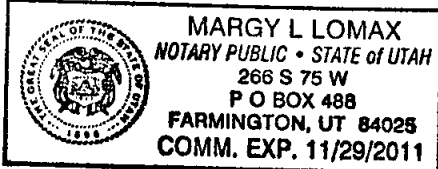


Exhibit "A"

Legal Description of Detention Basin and Storm Drainage Utility Easement

All of parcel A as shown on the final plat for the Tuscany Village
P.U.D.