

E 2840324 B 6169 P 1093-1094  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
12/22/2014 03:07 PM  
FEE \$0.00 Pgs: 2  
DEPT REC'D FOR CENTRAL DAVIS SEW  
ER DISTRICT

**WHEN RECORDED MAIL TO:**

Central Davis Sewer District  
Attn: General Manager  
2200 South Sunset Dr.  
Kaysville, UT 84037

08-486-0103

**20.0 SANITARY SEWER EASEMENT**

RETURNED  
DEC 22 2014

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as Grantors hereby grant, convey, sell, and set over unto Central Davis Sewer District, a body politic of the State of Utah, hereinafter referred to as Grantee, its successors and assigns, a non-exclusive perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called the Facilities, said right-of-way and easement, being situated in Davis County, State of Utah, over and through a parcel of the Grantors land lying within a strip Twenty (20) feet wide, said strip extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

A part of Parcel B, of Park Lane Commons, in Farmington City Davis County Utah;

Beginning at a point on the Northerly right of way line of Grand Avenue, said point being 288.48 feet North 00°00'21" West along the Section line and 44.69 feet North 89°59'39" East from the Southeast corner of Section 14, Township 3 North, Range 1 West, Salt Lake Base & Meridian, and running thence North 48°15'51" West 16.75 feet, thence North 19°30'00" East 90.68 feet, thence North 48°08'44" West 195.29 feet, thence North 41°46'17" East 20.00 feet, thence South 48°08'44" East 208.72 feet, thence South 19°30'00" West 90.65 feet, thence South 48°15'51" East 3.32 feet to said Northerly right of way line of Grand Avenue, thence South 41°44'09" West 20.00 feet along said right of way line to the point of beginning.

Containing 6,054 Square Feet, more or less.

TO HAVE AND HOLD the same unto the Grantee, its successors and assigns, with the right of ingress and egress in the Grantee, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the Facilities. During construction periods, Grantee and its contractors may use such portion of Grantors property along and adjacent to the 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. Grantors shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the Facilities or with the discharge and conveyance of sewage through the Facilities, or any other rights granted to the Grantee hereunder.

Grantors shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this right-of-way and easement 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 Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

IN WITNESS WHEREOF, the Grantors have executed this right-of-way and Easement this 22 day of Dec., 2014.

Grantor - Farmington Square, LLC

By: [Signature]

Its: MANAGER

STATE OF UTAH            )  
                                  ) :ss.  
COUNTY OF DAVIS        )

On the 22 day of December, 2014, personally appeared before me RICHARD A. HARVEY who being duly sworn, did say that (s)he is the signer(s) of the foregoing instrument, who duly acknowledged to me that (s)he executed the same.

[Signature]  
Notary Public  
Residing at:

My Commission Expires:  
5/29/17

