

WHEN RECORDED, MAIL TO:

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

E 2318163 B 4401 P 370-403
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/01/2007 11:03 AM
FEE \$80.00 Pgs: 34
DEP RT REC'D FOR FARMINGTON CITY C
ORP

08-427-0139, 0141, 0142, 0143, 0144

CONSERVATION EASEMENT

(OPEN SPACE)

THIS CONSERVATION EASEMENT is made this 12 day of OCTOBER, 2007, by **BOYER FARMINGTON MEADOWS, L.C.**, a Utah limited liability company, whose address is c/o The Boyer Company, 90 South 400 West, Suite 200, Salt Lake City, Utah 84101, and **PLEASANT VALLEY INVESTMENTS, L.C.**, a Nevada limited liability company whose address is c/o Woodside Homes, 39 East Eagleridge Drive, North Salt Lake, Utah (hereinafter together referred to as "Grantor") in favor of **FARMINGTON CITY**, a political subdivision of the State of Utah, (hereinafter referred to as "Grantee"), whose mailing address is 130 North Main, P.O. Box 160, Farmington, Utah 84025.

RECITALS:

WHEREAS, Grantor hereby represents and acknowledges it is the sole owner in fee simple title of certain real property located within the Farmington Meadows Phase 1 Subdivision, Farmington City, Davis County, State of Utah, which property is more particularly described herein at Section 2, hereinafter referred to as the "Property;" and

WHEREAS, the Property possesses unique, sensitive, natural, scenic, aesthetic, open space, wildlife, ecological, floodplain, riparian communities and/or wetland values (collectively referred to as "conservation values") of great importance to the Grantor, the Grantee, and the public; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by continuation of the use of the Property in such a way which does not significantly impair or interfere with those values and which provides for appropriate natural, ecological, agricultural, open space and recreational uses of the Property; and

WHEREAS, Grantor intends to preserve and protect the conservation values of the Property in perpetuity through this Easement and dedication of the same to Grantee; and

WHEREAS, Grantee is a governmental entity and a tax exempt entity under Section 501(c) of the *Internal Revenue Code* qualified to acquire a conservation easement under the terms of *Utah Code Ann.* § 57-18-3, as amended.

NOW, THEREFORE, in consideration of the above and the covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Utah, particularly the Utah Land Conservation Easement Act as set forth in *Utah Code Ann. § 57-18-1, et seq.*, as amended, with the intention of making an irrevocable easement in perpetuity, Grantor hereby agrees and conveys as follows.

1. **Conveyance.** Grantor hereby grants and warrants to Grantee, a perpetual conservation easement as hereinafter defined (the "Easement") over and across all the Property to preserve, restore and protect the unique, natural, scenic, aesthetic, open space, wildlife, ecological, floodplain, riparian communities, and wetland values present on the Property, to have and to hold unto Grantee, its successors and assigns forever.

2. **Property.** The Property subject to this Easement consists of approximately 47.96 acres of that certain real property located in Farmington City, Davis County, State of Utah, designated as a "Conservation Easement - Restricted Use Area" on the official plat map of the Farmington Meadows Phase 1 Subdivision, located in the Southeast Quarter of Section 15, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, State of Utah, which plat is recorded in the Office of the Davis County Recorder, State of Utah, and which Property is more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

3. **Current Use and Condition of Property.** The Property presently consists of wetlands, pasture lands, power lines and access road with protected dikes, and natural open spaces. The existing, permitted, and conditional uses of the Property are more particularly described herein and designated on the Use Map set forth in **Exhibit "B,"** attached hereto and incorporated herein by this reference. The Property has the following specific conservation values: unique, sensitive, natural, scenic, aesthetic, open space, wildlife, ecological, floodplain, riparian communities, and wetlands.

4. **Purpose.** Grantor is the fee simple title owner of the Property and is committed to preserving the conservation values of the Property. The purpose of this Easement is to assure that the Property will be retained forever in its natural, scenic, agricultural and/or open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Any use of the Property which may impair or interfere with the conservation values, unless expressly permitted in this Easement, is expressly prohibited. Grantor agrees to confine use of the Property to activities consistent with the purposes of this Easement and preservation of the conservation values of the Property.

5. **Duration.** The duration of the Easement shall be perpetual.

6. **Permitted and Conditional Uses.**

a. Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property are permitted:

i. Conservation of open land in its natural state.

ii. Grazing of class "B" livestock, as defined by and consistent with Farmington City Ordinances, excluding associated buildings or residences and commercial livestock operations involving swine, poultry and mink. Livestock grazing shall be limited to designated areas only as delineated on **Exhibit "B,"** and shall require proper management of livestock and good range stewardship techniques to be implemented to protect and preserve the conservation values of the Property. Livestock grazing shall not exceed a degree of use described as good to excellent by the United States Department of Agriculture – Natural Resource Conservation Service, and shall not materially degrade or deteriorate the range resource, wildlife habitat or conservation values of the Property.

iii. Pastureland for sheep, cows and horses in designated areas only as delineated on **Exhibit "B,"** and subject to applicable City Ordinances.

iv. Underground utility facilities and easements for drainage, sewer, water, or other public facilities and purposes, including easements for maintenance access to such facilities, in locations as approved by the City of Farmington, subject to restoration of the Property to its natural condition within a reasonable time frame not to exceed ninety (90) days, unless otherwise agreed to in writing by the Grantee, which restoration shall be conducted to the reasonable satisfaction of the Grantee to protect and preserve the conservation values of the Property. Nothing contained herein shall prevent the continued use of existing above-ground utility facilities to the extent permitted by law as delineated on the Use Map set forth in **Exhibit "B."**

v. Although fencing is not encouraged, existing fences may be repaired and replaced, and new fences may be built on the Property as necessary and appropriate in connection with permitted or conditional uses such as grazing and equestrian uses.

b. Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property may be permitted as a conditional use, subject to obtaining a conditional use permit from the City of Farmington for such use in accordance with City Ordinances regarding the same. Such uses must also be permitted or conditional in the zone in which the Property is located.

i. Non-commercial and non-motorized recreational use of the Property, such as trails, bikeways, playing fields and playgrounds, in designated areas only as delineated on **Exhibit "B."**

ii. Community open space uses, such as village greens, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses, excluding motorized vehicles, firearm shooting ranges and commercial uses, in designated areas only as delineated on **Exhibit "B."**

iii. Water structures, improvements, marshlands, wetlands, riparian communities and ponds may be established, constructed and maintained on the Property, provided such structures or improvements are consistent with the conservation purposes of this Easement.

iv. Associated buildings and structures, such as barns and paddocks, for approved equestrian animals as permitted under Subsection (a)(iii), in designated areas only as delineated on **Exhibit "B."**

7. **Prohibited Uses.** Any activity on or use of the Property not specifically listed as a permitted use or activity as set forth herein and/or any activity on or use of the Property which is inconsistent with the purpose of this Easement or detrimental to the conservation values is expressly prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

a. Any residential, commercial or industrial activity, except as expressly permitted in this Easement.

b. Any development, construction or location of any man-made modification or improvements such as buildings, structures, fences, roads, parking lots, or other improvement on the Property, except as expressly permitted in this Easement.

c. Any filling, dredging, excavating, mining, drilling, or exploration for and extraction of oil, gas, minerals or other resources from the Property.

d. Any dumping or storing of ashes, trash, garbage or junk on the Property.

e. The manipulation or alteration of natural watercourses, wetlands, or riparian communities, except as expressly permitted herein or as approved by the City of Farmington as designated on approved subdivision plat(s), necessary for the use of the Property and then, in any event, only to the extent that such manipulation or alteration shall not result in a significant injury to or the destruction of significant conservation values.

f. Burning of any materials on the Property, except as necessary for agricultural, drainage and fire protection purposes.

g. The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles, except as may be necessary to maintain and operate the Property and to maintain and operate utility lines running through the Property

in accordance with the terms and conditions of such approved use and the maintenance plan for the Property.

h. Hunting or trapping for any purpose other than predatory or problem animal control on the Property.

i. Establishment or maintenance of any grazing or livestock feedlots on the Property, which shall be defined for purposes of this Easement as a permanently constructed confined area or facility within which the land is not grazed or cropped annually, for purposes of engaging in the business of the reception and feeding of livestock for hire.

j. Any agricultural use of the Property not expressly permitted herein.

k. Advertising of any kind or nature on the Property and any billboards or signs; provided, directory and information signs may be displayed describing the Conservation Easement and prohibited or authorized use of the same.

l. Any cutting of trees or vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, maintenance of landscaped areas, and similar protective measures or those activities relating to permitted agricultural uses.

m. The change, disturbance, alteration, or impairment of the significant natural ecological features and values of the Property or the destruction of other significant conservation interests on the Property.

n. The division, subdivision or *de facto* subdivision of the Property; except for subdivision and dedication of the Property as necessary to dedicate approved trails within the Property, or as necessary and desirable to dedicate a portion of the underlying fee to a qualified conservation organization in accordance with the purposes and intent of this Easement for the preservation, protection and enhancement of the conservation values of the Property.

o. Changing the topography of the Property by placing on it any soil, dredging spoils, land fill, or other material, except as necessary to conduct specific agricultural purposes or to construct other structures, conditions or improvements as permitted herein.

p. Any development, location, or storage of any personal property, vehicles, recreational equipment, or other residential uses such as trampolines, patios, gazebos, sports courts, barbeques, etc.

q. All other uses and practices inconsistent with and significantly detrimental to the stated objectives and purpose of the Easement.

8. **Rights of the Grantee.** Grantor confers the following rights upon Grantee to perpetually maintain the conservation values of the Property and to accomplish the purpose of this Easement.

a. Grantee has the right to enforce the terms of this Easement for the purpose of preserving and protecting the conservation values of the Property.

b. Grantee has the right to enter upon the Property at reasonable times to monitor or to enforce compliance with this Easement and to inspect and enforce the rights herein granted; provided that such entry shall not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property.

c. Grantee has the right to enjoin and prevent any activity on or use of the Property that is inconsistent with the terms or purposes of this Easement and to preserve and protect the conservation values of the Property.

d. Grantee has the right to require restoration of the areas or features of the Property which are damaged by activity inconsistent with this Easement.

e. Grantee has the right to place signs on the Property which identify the Property as being protected by this Easement.

f. Grantee has the right to enter on the Property to study and make ecological and scientific observation of the Property and its ecosystems.

g. Grantee has the right to engage in activities that restore the biological and ecological integrity of the Property. Possible activities include planting native vegetation and use of controlled fire to reduce the presence of undesirable vegetation.

9. **Duties of the Grantor.** Grantor retains ownership rights of the underlying fee simple title to the Property which are not expressly restricted by this Easement. In accordance with rights reserved in Grantor by this Easement, Grantor shall be subject to all terms, conditions and restrictions of this Easement and shall have the affirmative duty to refrain from conducting or causing to be conducted any action inconsistent with the purpose and provisions of this Easement and to take reasonable actions to preserve and protect the conservation values of the Property.

10. **Enforcement of Easement.**

a. Notice and Demand. If Grantee determines that Grantor is in violation of this Easement, or that a violation is threatened, the Grantee may provide written notice to the Grantor of such violation and request corrective action to cure the violation or to restore the Property. In the event Grantee determines that the violation constitutes immediate and irreparable harm, such notice shall not be required.

b. **Failure to Act.** If, for a 30-day period after the date of the written notice from Grantee to Grantor, the Grantor continues violating the Easement, or if the Grantor does not abate the violation and implement corrective measures requested by the Grantee, the Grantee may bring an action in law or in equity to enforce the terms of the Easement. The Grantee is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Property. If the court determines that the Grantor has failed to comply with this Easement, the Grantor agrees to reimburse Grantee for all reasonable costs and attorneys fees incurred by the Grantee compelling such compliance.

c. **Absence of Grantor.** If the Grantee determines that the Easement is, or is expected to be, violated, the Grantee shall make good-faith efforts to notify the Grantor. If, through reasonable efforts, the Grantor cannot be notified, and if the Grantee determines that circumstances justify prompt action to mitigate or prevent impairment of the conservation values, then the Grantee may pursue its lawful remedies without prior notice and without waiting for Grantor's opportunity to cure. Grantor agrees to reimburse Grantee for all costs reasonably incurred by Grantee in pursuing such remedies.

d. **Actual or Threatened Non-Compliance.** Grantor acknowledges that actual or threatened events of non-compliance under this Easement constitute immediate and irreparable harm. The Grantee is entitled to invoke the equitable jurisdiction of the court to enforce this Easement.

e. **Injunctive Relief and Restoration.** Any violation of the Easement shall be subject to termination through injunctive proceedings with the imposition of temporary restraining orders or through any other legal means, it being recognized that monetary damages and/or other non-injunctive relief would not adequately remedy the violation of the covenants and restrictions of the Easement. In addition, subject to the provisions set forth herein, the Grantee shall have the right to enforce the restoration of the portions of the Property affected by activities in violation of the Easement to the condition which existed at the time of the signing of this instrument.

f. **Cumulative Remedies.** The remedies set forth herein are cumulative. Any, or all, of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Easement.

g. **Waiver.** A delay in enforcement shall not be construed as a waiver of the Grantee's right to enforce the terms of this Easement.

11. **Permitted Construction and Maintenance Activities.**

a. Grantor hereby reserves the right to enter upon the Property to conduct the following activities: to construct such structures and improvements permitted herein in conjunction with permitted and conditional uses of the Property.

b. This Easement is subject to the rights of Grantor, Farmington City or any other agency or utility to enter upon the Property for the construction, installation, operation and maintenance of underground public utilities as permitted herein. The responsible person, entity or utility company in interest, shall, at its sole cost and expense, promptly restore the Property affected by such activities to as near as reasonably practicable the same condition as existed immediately prior to such activities. Nothing herein shall be deemed a grant of an easement to Farmington City or to any utility; the foregoing is set forth only to establish uses or activities which may be allowed on the Property.

12. **Extinguishment of Development Rights.** Except as otherwise reserved to the Grantor in this Easement, all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise or used for the purpose of calculating permissible lot yield of the Property or any other property.

13. **Maintenance.** The Property shall be maintained by Grantor in accordance with the Maintenance Plan set forth as **Exhibit "C,"** attached hereto and incorporated herein by this reference. Grantor shall be solely responsible for the upkeep and maintenance of the Property.

14. **Taxes.** Grantor shall pay all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property, including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor shall reimburse Grantee for the same.

15. **Indemnification.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents and contractors, and the successors and assigns of each of them, collectively referred to as the "Indemnified Parties," from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee. Grantor shall keep the Property insured with comprehensive general liability insurance against claims for personal injury, death and property damage and shall name Grantee as an additional insured party on all such insurance policies, providing Grantee evidence of such insurance upon request.

16. **Transfer of Grantee's Interest.** If the Grantee determines that it no longer is able to enforce its rights under this instrument or that it no longer desires to enforce the rights, or desires to assign enforcement rights to a qualified organization under Section 501(c)(3) and/or 170(h)(3) of the *Internal Revenue Code*, the Grantee shall be entitled to convey in whole or in part all of its rights under this instrument and deliver a copy of this instrument to an organization designated by the Grantee and described in or contemplated by Section 501(c)(3) and/or 170(h)(3) of the Code, or the comparable provision in any subsequent revision of the Code, to

ensure that the Easement is enforced. Furthermore, the Grantee is hereby expressly prohibited from subsequently transferring the Easement, whether or not for consideration, unless (a) the Grantee, as a condition of the subsequent transfer, requires that the conservation purposes which the Easement is intended to advance continue to be carried out; and (b) the transferee is an organization qualifying at the time of the transfer as an eligible donee under Section 501(c)(3) and/or 170(h)(3) of the Code and regulations promulgated thereunder.

17. **Cessation of Grantee's Existence.** If Grantee shall cease to exist or if the Grantee is no longer authorized to acquire and hold conservation easements, then this Easement shall become vested in another entity. Any successor entity shall be a qualified organization for the purposes of Section 501(c)(3) and/or 170(h)(3) of the *Internal Revenue Code*.

18. **Termination of the Easement.** This Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Easement's purpose or by exercise of eminent domain in accordance with the provisions set forth herein. The fact that the Grantee may have title to the Property and therefore may become an Owner for purposes of this Easement shall not cause a termination of this Easement by operation of the doctrine of merger or otherwise. The Grantee shall not voluntarily or willingly allow the termination of any of the restrictions of this instrument, and if any or all of the restrictions of the Easement are nevertheless terminated by a judicial or other governmental proceeding, any and all compensation received by the Grantee as a result of the termination shall be used by the Grantee in a manner consistent with the conservation purposes of the Easement. If subsequent circumstances render the purposes of this Easement impossible to fulfill, then this Easement may be partially or entirely terminated only by judicial proceedings.

19. **Transfer of Grantor's Interest.** The Grantor shall incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Any such transfer of interest shall be subject to the restrictions set forth in this Easement. The failure of the Grantor to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way. Upon proper and permitted conveyance of title to the Property, the Grantor shall be released from its obligations under this Easement.

20. **Notices.** Any notice, demand, request, consent, approval, or communication shall be in writing and served personally or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the following:

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

To Grantor: Boyer Farmington Meadows, L.C.
Attn: Steve Ostler
90 South 400 West, Suite 200
Salt Lake City, Utah 84101

Pleasant Valley Investments, L.C.
Attn: Nate Pugsley
39 East Eagleridge Drive
North Salt Lake, Utah 84054

or to such other address as the Grantee or Grantor shall from time to time designate by written notice.

21. **Title Warranty.** Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except those set forth in **Exhibit "D,"** attached hereto and incorporated herein by this reference, and hereby promises to defend the same against all claims that may be made against it.

22. **Subsequent Encumbrances.** This Easement shall not restrict the right of Grantor or its successors or assigns to execute, deliver and record mortgages on the Property or to grant other rights or easements in respect of the Property, subject to the terms and conditions set forth herein. The grant of any easement or use restriction that might diminish or impair the agricultural viability of the Property or otherwise diminish or impair the conservation values of the Property is prohibited. Any lien or security interest of a mortgage and any easement or other right created subsequent to the date hereof shall be subject to and subordinate to this Easement.

23. **Environmental Warranty.** Grantor warrants that it has no actual knowledge or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability or expense, including reasonable attorney's fees arising from or with respect to any release of hazardous waste or violation of environmental laws with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

24. **Recordation.** The Grantee shall record this instrument in timely fashion in the official records of Davis County, Utah, and may re-record it at any time as may be required to preserve its rights in this Easement.

25. **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Utah.

26. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Easement to effect the purpose of this Easement and the policy and purpose of *Utah Code Ann. § 57-18-1, et seq.*, as amended, and related provisions. If any provision in this instrument is found to be ambiguous,

an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

27. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

28. **Joint Obligation.** Subject to the provisions set forth herein, the obligations imposed by this Easement upon Grantor or Grantors shall be joint and several.

29. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Grantee, the Grantor, and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

30. **Entire Agreement.** This Easement, together with all exhibits, sets forth the entire agreement of the parties with respect to the subject matter hereof and supercedes all prior discussions and understandings.

31. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

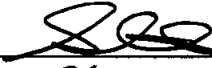
32. **Amendments.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may jointly amend the Easement; provided, that no amendment shall be allowed that affects the qualification of the Easement under the IRS Code 170(h), or any regulation promulgated thereunder, or the Utah Land Conservation Easement Act, as set forth in *Utah Code Ann. §§ 57-18-1, et seq.*, as amended. Any amendment to this Easement shall be consistent with the purposes of this Easement, shall not affect its perpetual duration, and shall not impair any of the significant Conservation Values of the Property. Any such amendment shall be in writing, signed by both parties, and recorded in the official records of Davis County, Utah. Any proposed amendments to this Easement shall require a public hearing before the City Council and fourteen (14) day advance notice to the public by publishing notice in a daily newspaper of general circulation in the City.

[Signature Page to Follow]

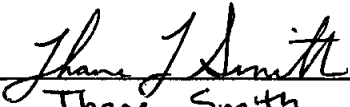
IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first above written.

GRANTOR:

BOYER FARMINGTON MEADOWS, L.C.
A Utah limited liability company

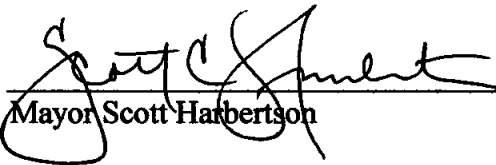

By: Shawn B. Ostw
Its: Manager and Member

PLEASANT VALLEY INVESTMENTS, L.C.
A Nevada limited liability company

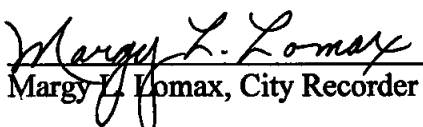

By: Thane Smith
Its: ~~Manager and Member~~ Authorized Signer

GRANTEE:

FARMINGTON CITY
A Utah municipal corporation

By: 
Mayor Scott Hatbertson

ATTEST:

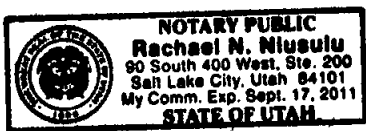

Margy L. Lomax, City Recorder



GRANTOR'S ACKNOWLEDGMENT

STATE OF UTAH)
)
:ss.
COUNTY OF Salt Lake)

On the 12th day of October, 2007, personally appeared before me Stacey B. Ostler who being by me duly sworn did say that she/he is the managing member of **BOYER FARMINGTON MEADOWS, L.C.**, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.



Rachel Nussulu
Notary Public

My Commission Expires:

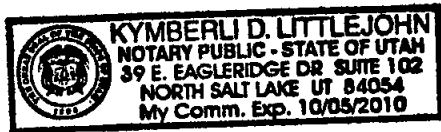
Residing at:

9-11-17

Salt Lake City

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

On the 23rd day of October, 2007, personally appeared before me Thane L. Smith who being by me duly sworn did say that she/he is the ~~managing~~ ^{Authorized Signer} member of **PLEASANT VALLEY INVESTMENTS, L.C.**, a Nevada limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.



Kimberli D Littlejohn
Notary Public

My Commission Expires:

Residing at:

10/5/2010

North Salt Lake, Utah

GRANTEE'S ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On the 24th day of October, 2007, personally appeared before me Scott Harbertson, who being duly sworn, did say that he is the Mayor of FARMINGTON CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott Harbertson acknowledged to me that the City executed the same.

Margy L. Lomax

Notary Public
Residing at:

My Commission Expires:

11/29/07

Davis County, Utah

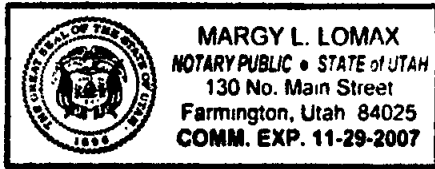


EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA

All of Parcels A, D, E, F, and G in Farmington Meadows Phase 1

EXHIBIT "B"
USE MAP OF EASEMENT

EXHIBIT "C"
MAINTENANCE PLAN

MAINTENANCE PLAN
Farmington Meadows Subdivision Phase 1

SECTION 1 - PURPOSE

The purpose of this Maintenance Plan is to supplement the development criteria for the development of Farmington Meadows Subdivision Phase 1 as contained in the Farmington City Zoning Ordinance for Conservation Subdivisions, the Development Agreement, the Conservation Easement, and the Covenants, Conditions and Restrictions applicable to the Subdivision in order to fix maintenance responsibility and provide additional maintenance guidelines, where necessary for property located within the Conservation Easement Area. The Maintenance Plan is intended to provide guidelines and fix responsibility for areas within Farmington Meadows Subdivision Phase 1 that are designated as Conservation Land and covered by the Conservation Easement recorded against the subject property.

SECTION 2 - PROPERTY

The Conservation Land subject to this Maintenance Plan is located in the Farmington Meadows Subdivision Phase 1, consisting of approximately 47.96 acres of that certain real property within Farmington City, Davis County, State of Utah, on the official plat map of the Farmington Meadows Subdivision Phase 1, located in Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, State of Utah, as more particularly described in **Exhibit "1,"** attached hereto and incorporated herein by this reference.

SECTION 3 - MAINTENANCE AREAS

Three "Maintenance Areas" are designated in this plan as follows:

- a. Cross Project and Shoreline Trails all of which are dot-hatched on **Exhibit "2."**
- b. Upland and Wetland Open Space Property which is stripe-hatched on **Exhibit "2."**
- c. Upland and Wetland Open Space Property which is cross stripe-hatched consisting of all of Parcel D, as designated on **Exhibit "2."**

SECTION 4 - OWNERSHIP OF CONSERVATION LAND

The respective ownership of the "Maintenance Areas" shall be as follows:

- a. Cross Project and Shoreline Trails: Farmington City or its authorized successors or assigns, subject to the terms and conditions of the Conservation Easement.
- b. Upland and Wetland Open Space: Boyer Farmington Meadows, L.C. and Pleasant Valley Investments L.C., or their authorized successors or assigns and/or Farmington Meadows Homeowners Association, subject to the terms and conditions of the Conservation Easement.

SECTION 5 - MAINTENANCE GUIDELINES AND RESPONSIBILITIES

Cross Project and Shoreline Trails: These areas shall be maintained by Farmington City and/or property owner in accordance with the terms and conditions of the Development Agreement, Conservation Easement and applicable provisions of the Farmington City Zoning Ordinance regarding Conservation Subdivisions.

Upland and Wetland Open Space (other than Parcel D): The Upland and Wetland Open Space other than Parcel D shall be maintained by the Farmington Meadows Homeowners Association, or their authorized successors or assigns, in accordance with the landscape plan submitted as part of each phase of the project and subject to the terms and conditions of the Development Agreement, Conservation Easement and applicable provisions of the Farmington City Zoning Ordinance regarding Conservation Subdivisions. The Upland and Wetland Open Space shall be maintained in its natural state (i.e. no broad leaf weeds, but

native vegetation). This may include periodic mowing, spraying, and re-vegetation. Notwithstanding the foregoing, wetlands shall be maintained in accordance with and subject to the rules and regulations of the U.S. Army Corps of Engineers.

Upland and Wetland Open Space in Parcel D: The Upland and Wetland Open Space in Parcel D shall be maintained by the developer Boyer Farmington Meadows, L.C. and Pleasant Valley Investments, L.C. or their authorized successors or assigns, in accordance with the landscape plan submitted as part of each phase of the project and subject to the terms and conditions of the Development Agreement, Conservation Easement and applicable provisions of the Farmington City Zoning Ordinance regarding Conservation Subdivisions. The Upland and Wetland Open Space consisting of Parcel D shall be maintained in its native state (i.e. no broad leaf weeds, but native vegetation). This may include periodic mowing, spraying, and re-vegetation. Wetlands shall be maintained in accordance with and subject to the rules and regulations of the U.S. Army Corps of Engineers.

All Conservation Areas: Any disturbed areas not approved as set forth herein shall be reclaimed, and re-vegetated in natural vegetation or as otherwise directed by the U.S. Army Corps of Engineers or Farmington City in accordance with the applicable plans and requirements for the subject area. Regarding the North side of Parcel A only, Grantor shall provide a split rail fence, a concrete mow strip, or other device acceptable to the Grantee, to provide a demarcation line between Conservation Land and building lots.

SECTION 6 - FUNDING MEANS FOR MAINTENANCE AND OPERATIONS

Estimates regarding staffing needs, insurance requirements, and associated costs for applicable maintenance areas shall be provided by the respective responsible party prior to recordation of the final plat for each phase of the Farmington Meadows development. Sufficient funding may be required regarding such obligations in accordance with Farmington City Ordinances.

Upland and Wetland Areas shown in stripe-hatched areas (exclusive of Parcel D) in **Exhibit "2"**: All members of the Farmington Meadows Homeowners Association shall be assessed annual assessments, special assessments, and maintenance charges pursuant to the protective covenants, conditions and restrictions recorded with each phase of the Farmington Meadows development necessary to operate and maintain the upland and wetland areas, project setback areas in an attractive and clean condition consistent with the approved landscape plan for each phase, the Development Agreement, the Conservation Easement, and applicable provisions of the Farmington City Zoning Ordinance regarding Conservation Subdivisions.

Cross Project and Shoreline Trails: Farmington City will maintain the Cross Project and Shoreline trails so long as Farmington City remains the property owner of such areas.

Upland and Wetland Open Space consisting of Parcel D in **Exhibit "2"**: The developer Boyer Farmington Meadows, L.C. and Pleasant Valley Investments, L.C. or their authorized successors or assigns, shall fund any long-term capital improvements related to the conservation easement, as well as regular yearly operating and maintenance costs associated with the Upland and Wetland Open Space consisting of Parcel D. Maintenance of these areas shall be all at the sole expense of the developer Boyer Farmington Meadows, L.C. and Pleasant Valley Investments, L.C. or their authorized successors or assigns, in accordance with the and subject to the terms and conditions of the Development Agreement, Conservation Easement and applicable provisions of the Farmington City Zoning Ordinance regarding Conservation Subdivisions.

SECTION 7 - MODIFICATION

Any changes to this Maintenance Plan must be approved by Farmington City, and shall require any applicable amendments to the Conservation Easement, Development Agreement or other documents governing the project and the Conservation Lands.

SECTION 8 - CORRECTIVE ACTION.

The City may enter the premises and take corrective action, including extended maintenance. The costs of such corrective action may be charged to the property owner, condominium association, homeowners association, conservation organization, or individual property owners who makeup a condominium or homeowners' association and may include administrative costs and penalties. Such costs shall become a lien on said properties. Notice of such lien shall be filed by the City in the County Recorder's Office. Documents creating or establishing any association or conservation organization shall reference the City's corrective action authority set forth herein. Nothing herein is intended to alter, restrict or increase the City's enforcement authority under the terms and conditions of the Conservation Easement. In the event of conflict, the terms, conditions and procedures for enforcement of the Conservation Easement shall be governed by the Conservation Easement and not this Section 8 of the Maintenance Plan.

Exhibit "1"

Legal Description of Conservation Land

All of Parcels A, D, E, F, and G on the Farmington Meadows Phase 1 Plat

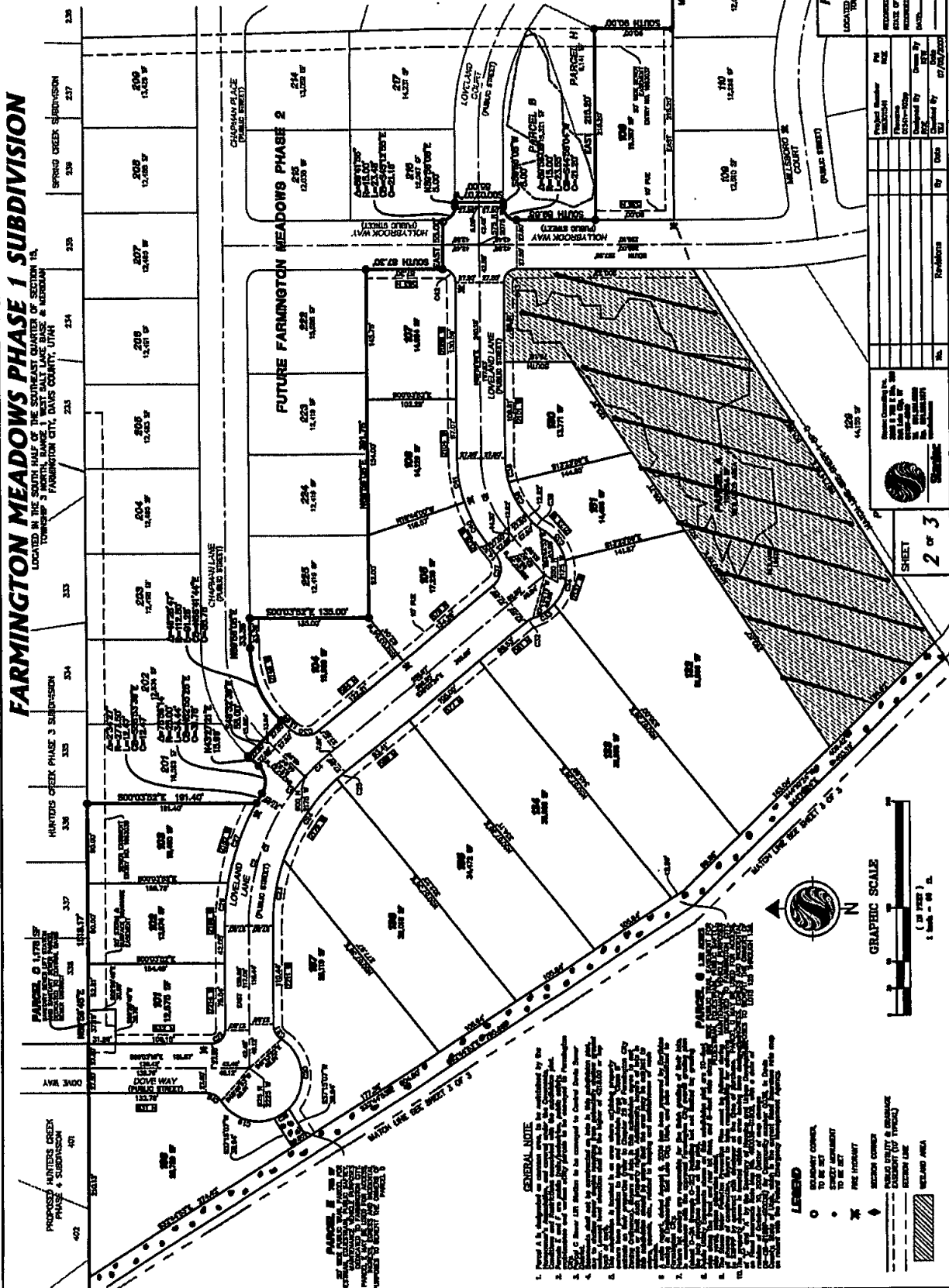
Exhibit "2"

Project Master Plan

FARMINGTON MEADOWS PHASE 1 SUBDIVISION

LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 14,
TOWNSHIP 3 NORTH, RANGE 1 WEST SALT LAKE BASIN & MERRIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH

TRACT	ACRES	OWNER
1	0.0000	DAVIS COUNTY
2	0.0000	DAVIS COUNTY
3	0.0000	DAVIS COUNTY
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97	0.0000	DAVIS COUNTY
98	0.0000	DAVIS COUNTY
99	0.0000	DAVIS COUNTY
100	0.0000	DAVIS COUNTY



FARMINGTON MEADOWS PHASE 1 SUBDIVISION
 LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 14,
 TOWNSHIP 3 NORTH, RANGE 1 WEST SALT LAKE BASIN & MERRIDIAN
 FARMINGTON CITY, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

RECORDED IN THE PUBLIC RECORDS OF DAVIS COUNTY, UTAH
 RECORDED AND FILED AT THE OFFICE OF THE
 RECORDER AND FILED AT THE OFFICE OF THE
 CLERK OF THE DISTRICT COURT OF DAVIS COUNTY, UTAH

DATE: _____ TIME: _____

BY: _____

PROJECT NUMBER: _____
 DRAWING NO.: _____
 SHEET NO.: 2 OF 3

DATE: _____

GRAPHIC SCALE
 1 inch = 66 ft.

DAVIS COUNTY RECORDER

FARMINGTON MEADOWS PHASE 1 SUBDIVISION

LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 15,
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASIN & MERRIDAN
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASIN & MERRIDAN
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASIN & MERRIDAN

LEGEND

- BOUNDARY CORNER TO BE SET
- BOUNDARY CORNER TO BE SET
- ◆ PINE FOREST
- ▨ SECTION CORNER
- ▭ PUBLIC UTILITY & DRAINAGE EASEMENT (IF APPLICABLE)
- - - SECTION LINE
- ▨ WETLAND AREA

GENERAL NOTE

1. The owner of the land shown on this plat is authorized to subdivide the land shown on this plat into the lots and blocks shown on this plat and to sell, lease, mortgage, or otherwise dispose of the lots and blocks shown on this plat.

2. The owner of the land shown on this plat is authorized to subdivide the land shown on this plat into the lots and blocks shown on this plat and to sell, lease, mortgage, or otherwise dispose of the lots and blocks shown on this plat.

3. The owner of the land shown on this plat is authorized to subdivide the land shown on this plat into the lots and blocks shown on this plat and to sell, lease, mortgage, or otherwise dispose of the lots and blocks shown on this plat.

4. The owner of the land shown on this plat is authorized to subdivide the land shown on this plat into the lots and blocks shown on this plat and to sell, lease, mortgage, or otherwise dispose of the lots and blocks shown on this plat.

5. The owner of the land shown on this plat is authorized to subdivide the land shown on this plat into the lots and blocks shown on this plat and to sell, lease, mortgage, or otherwise dispose of the lots and blocks shown on this plat.

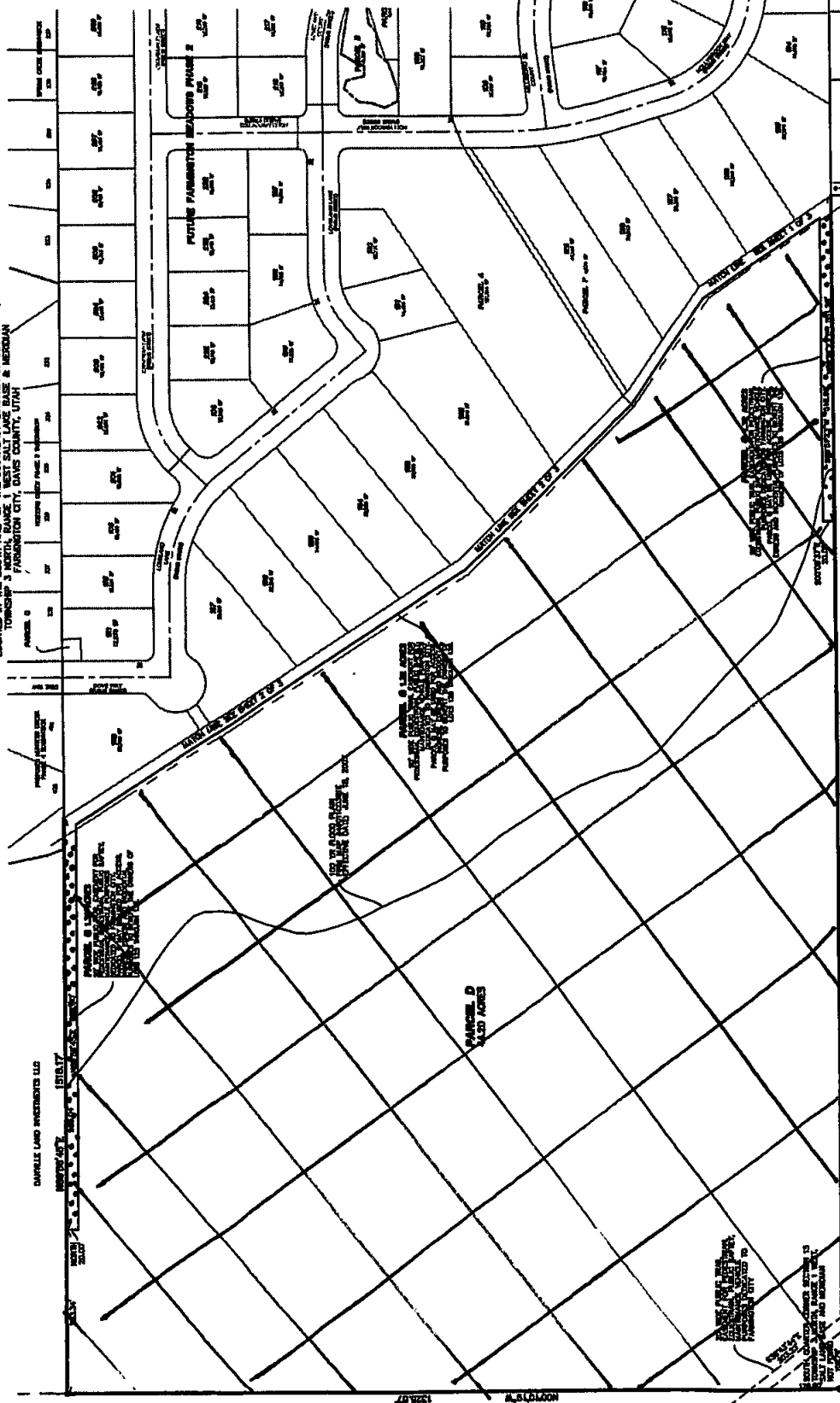
6. The owner of the land shown on this plat is authorized to subdivide the land shown on this plat into the lots and blocks shown on this plat and to sell, lease, mortgage, or otherwise dispose of the lots and blocks shown on this plat.

7. The owner of the land shown on this plat is authorized to subdivide the land shown on this plat into the lots and blocks shown on this plat and to sell, lease, mortgage, or otherwise dispose of the lots and blocks shown on this plat.

8. The owner of the land shown on this plat is authorized to subdivide the land shown on this plat into the lots and blocks shown on this plat and to sell, lease, mortgage, or otherwise dispose of the lots and blocks shown on this plat.

9. The owner of the land shown on this plat is authorized to subdivide the land shown on this plat into the lots and blocks shown on this plat and to sell, lease, mortgage, or otherwise dispose of the lots and blocks shown on this plat.

10. The owner of the land shown on this plat is authorized to subdivide the land shown on this plat into the lots and blocks shown on this plat and to sell, lease, mortgage, or otherwise dispose of the lots and blocks shown on this plat.



FARMINGTON MEADOWS PHASE 1 SUBDIVISION

LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 15,
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASIN & MERRIDAN
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASIN & MERRIDAN

DAVIS COUNTY RECORDER

RECORDED NO. _____
 BOOK OF VISTA COUNTY OF UTAH _____
 RECORDED AND FILED AT THE OFFICE OF _____
 DATE: _____

Prepared By: _____
 Drawn By: _____
 Checked By: _____
 Date: 07/02/2023

Block Number: _____
 Lot Number: _____
 Subdivided By: _____
 Date: 07/02/2023

Block & Lot No. of this Subdivision:
 Block: _____
 Lot: _____
 Subdivided By: _____
 Date: 07/02/2023

SHEET 3 of 3

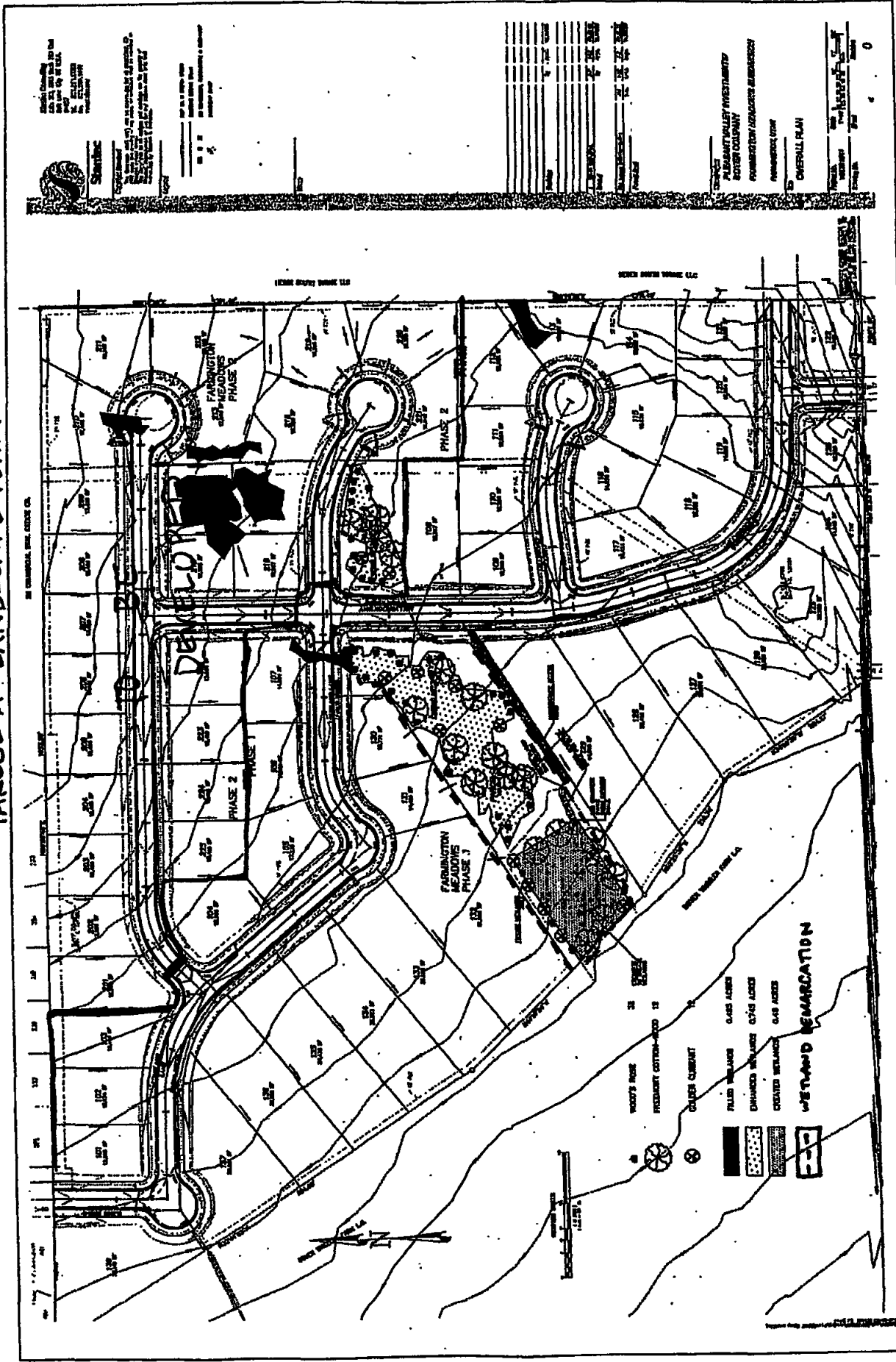
GRAPHIC SCALE
 (IN FEET)
 1 inch = 200 ft.

UTAH POWER & LIGHT
 DANVILLE LAND INVESTMENTS LLC
 DANVILLE LAND INVESTMENTS LLC
 DANVILLE LAND INVESTMENTS LLC

Farmington Meadows Phase 1
Parcel D Landscape Plan

Parcel D, which consists of 44.20 acres of upland and possibly wetland ground will remain native vegetation until a conditional use permit is applied for by either the current owner or its assigned successor(s).

FARMINGTON MEADOWS PHASE 1
- PARCEL A LANDSCAPE PLAN -



ALL RIGHTS RESERVED
 THIS PLAN IS THE PROPERTY OF THE ENGINEER AND SHALL BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON.
 NO PART OF THIS PLAN MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

DATE: 11/11/11
 PROJECT: FARMINGTON MEADOWS PHASE 1
 SHEET: 1 OF 1

NO.	DESCRIPTION	DATE	BY	CHECKED
1	DESIGN	11/11/11	J. J. JONES	J. J. JONES
2	REVISION			
3	REVISION			
4	REVISION			
5	REVISION			
6	REVISION			
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18	REVISION			
19	REVISION			
20	REVISION			

PROJECT: FARMINGTON MEADOWS PHASE 1
 SHEET: 1 OF 1
 DATE: 11/11/11
 ENGINEER: J. J. JONES
 ARCHITECT: J. J. JONES
 LANDSCAPE ARCHITECT: J. J. JONES
 CIVIL ENGINEER: J. J. JONES
 ELECTRICAL ENGINEER: J. J. JONES
 MECHANICAL ENGINEER: J. J. JONES
 PLUMBING ENGINEER: J. J. JONES
 STRUCTURAL ENGINEER: J. J. JONES
 SURVEYOR: J. J. JONES
 GEOTECHNICAL ENGINEER: J. J. JONES
 ENVIRONMENTAL ENGINEER: J. J. JONES
 TRANSPORTATION ENGINEER: J. J. JONES
 WETLAND DEMARCATION

EXHIBIT "D"

LIST OF ACCEPTED ENCUMBRANCES

SCHEDULE B
Section 2

Commitment Number: 120835

This policy does not insure against loss or damage (and the Company will not pay loss or damage, costs, attorney's fees or expenses) which arises by reason of:

Standard Exceptions

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.***
- 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.***
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.***
- 4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.***
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.***
- 6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.***
- 7. Any adverse claim based upon the assertion that: a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof; b) the boundary of the land has been affected by a change in the course or water level of a navigable river or lake; c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands, d) easements for use of the surface of waters on the land for fishing, boating, swimming or similar activity.***

Special Exceptions

- 8. Taxes for the year 2007 now a lien, not yet due. Tax ID No. 08-067-0003.**

Taxes for the year 2006 are delinquent in the amount of \$18.38 plus interest, fees and penalties. Tax ID No. 08-067-0003.

- 9. Said property is located within the boundaries of Weber Basin Water Conservancy District, Mosquito Abatement District, Central Davis Sewer Improvement District and Farmington City (451-2383), and is subject to the charges and assessments levied thereunder.**
- 10. A Right of Way Easement in favor of UTAH POWER COMPANY, a Maine Corporation, together with the rights to Grantee, its successors and assigns, to place, erect, relocated, inspect, and operate thereon poles, towers, crossarms and fixtures, and to place and maintain such other appurtenances, useful or necessary to operate said line or lines and string wires and cables from time to time, across, through, under or over the following: Beginning at a point 2224 feet West of the Southeast Corner of Section 15, Township 3 North, Range 1 West, Salt Lake Base and Meridian, and**

SCHEDULE B
Section 2

Commitment Number: 120835

running thence West a distance of 189 feet more or less, thence North 37°36' West a distance of 421 feet more or less, thence North a distance of 246 feet more or less, thence South 37°36' East, a distance of 731 feet more or less to the place of beginning, all in the Southwest Quarter of the Southeast Quarter of Section 15, Township 3 North, Range 1 West, Salt Lake Base and Meridian, recorded as Entry No. 1485 Book D of Liens and Leases, Page 586, records of Davis County, Utah.

Conveyance of Transmission and Distribution Line Easements UTAH POWER COMPANY to UTAH POWER & LIGHT COMPANY Davis County, Utah, UTAH POWER COMPANY, a corporation of the State of Main, qualified to do and doing business in the States of Utah, Grantor, hereby grants, bargains, sells and conveys to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, recorded as Entry No. 59550, Book K, Page 448, records of Davis County, Utah.

A Utah Power & Light Company Supplemental Easement in favor of UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, a perpetual easement and right of way for the construction, erection, operation and continued maintenance, repair, inspection, relocation, alteration, and/or replacement of a wood pole or steel tower line or lines for the transmission, distribution, telegraph and telephone circuits, and no towers structures, together with the necessary crossarms and other attachments with no guys including stubs and anchors affixed thereto, for the support of said circuits in, upon, along, over, through, across and under a tract of land 150 feet in width, recorded November 8, 1968 as Entry No. 325947 in Book 402, Page 654, records of DAVIS County, Utah.

A Transmission Line Easement in favor of UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, and replacement of the electric transmission, distribution telephone and telegraph circuits, and four towers, with the necessary guys, stubs, crossarms and other attachments thereon, or affixed thereto, for the support of said circuits to be erected, under, upon and across a tract of land fifty feet in width, described as follows: Twenty-five feet on each side of a line: Commencing on the South boundary of Grantor's land 1696.3 feet West of the Southeast Corner Section 15, Township 3 North, Range 1 West, Salt Lake Meridian, thence running North 36°02' West 1640 feet to North boundary of Grantor's land; all contained within the Southwest 1/4 of the Southeast 1/4, Section 15, said Township and Range. Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement, recorded July 17, 1917 as Entry No. 25825 in Book F, Page 95, records of DAVIS County, Utah.

11. A Pole Line Easement in favor of UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, relocation, and replacement of one or more transmission and distribution circuits, with the necessary poles, towers, guys, stubs, crossarms, braces and other attachments thereon, or affixed thereto, for the support of said circuits on, over and across the following described real property: A tract of land situate in the Southwest Quarter of the southeast Quarter of Section 15, Township 3 North, Range 1 West, Salt Lake Meridian, described as follows: Beginning at the Southwest corner of the Grantors land, said corner being the South One Quarter Corner of Section 15, Township 3 North, Range 1 West, Salt Lake Meridian and running thence North 324 feet, more or less, to the Southwesterly boundary line of the Grantees' corridor, thence South 37°36' East 409 feet, more or less, along said corridor Southwesterly boundary line to the South boundary line of said land, thence West 250 feet along said boundary line to the point of beginning, recorded April 25, 1978 as Entry No. 493550 in Book 703, Page 657, records of DAVIS County, Utah.

SCHEDULE B
Section 2

Commitment Number: 120835

12. Utah Power and Light Company Access Road and Dike at a location north of the Farmington Bay Waterfowl Management Area, and within Sections 15, 16 and 22, Township 3 North, Range 1 West, Davis County, Utah as disclosed by Department of the Army Permit, recorded February 12, 1985, as Entry No. 694482, in Book 1022, Page 1151, records of Davis County, Utah.
13. An Easement in favor of CENTRAL DAVIS COUNTY SEWER DISTRICT, a body politic of the State of Utah to lay, maintain, operate, repair, inspect, protect, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution facilities over and across a parcel of the Grantors' land lying within a strip 20 feet wide said strip extending ten feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows: Beginning at a point that is North 1319.06 feet, and West 273.35 feet from the Southeast Corner of Section 15, Township 3 North, Range 1 West, Salt Lake Base and Meridian; said point is also on the Northern Boundary of the Hess Property, falling South 89°56'45" West 1457.16 feet from the Northeast Corner of said Hess Property as described in Book 903 Page 956, deposited in the Davis County Records Office; and running thence South 01°08'54" East 398.94 feet; thence South 400.0 feet; thence South 33°21'24" West 602.89 feet; thence South 20.0 feet to the Southerly Boundary of the Hess Property, and point of terminus, recorded May 23, 2001 as Entry No. 1663037, in Book 2813, Page 315, records of DAVIS County, Utah.
14. A Right of Way and Easement in favor of CENTRAL DAVIS COUNTY SEWER DISTRICT, a body politic of the State of Utah, its successors and assigns, a perpetual easement and right of way, to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other sewer transmission and distribution facilities over and across a parcel of the Grantors' land, more particularly described as follows: Beginning at a point which is North 1318.66 feet, and West 705.64 feet more or less from the Southeast Corner of Section 15, Township 3 North, Range 1 West, Salt Lake Base and Meridian; said point of beginning also being on the North Line of the Hess Property, and North 89°56'45" East 20.00 feet, more or less, from the Southeast Corner of the property owned by the Church of Jesus Christ of Latter Day Saints, and shared as a common corner with the Southwest Corner of the McKittrick Property; and running thence South 89°56'45" West along the North Line of the Hess property, 720.00 feet, thence South 00°03'15" East 30.00 feet, thence North 89°56'45" East 30.00 feet, thence North 00°03'15" West 10.00 feet, thence North 89°56'45" East 690.00 feet, thence North 00°03'15" West 20.00 feet to the point of beginning, recorded May 23, 2001 as Entry No. 1663038, in Book 2813, Page 318, records of DAVIS County, Utah.
15. Irrigation and ditch easements and waters and/or springs as disclosed by various deeds of record.
16. Public Utility and drainage easement and incidentals as reserved on proposed plat.
17. Final approval and recording of proposed plat.

NOTE: Judgments have been checked against the following:

The Boyer Company, L.C., a Utah Limited Liability Company
Pleasant Valley Investments, L.C., a Nevada Limited Liability Company

There were no judgments found.