

RECEIVED
JUL 16 2014

WHEN RECORDED MAIL TO:

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

E 2813263 B 6061 P 179-182
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/16/2014 10:19 AM
FEE \$0.00 Pgs: 4
DEP RTT REC'D FOR OAKWOOD HOMES OF
UTAH LLC

08-362-0717

UTILITY EASEMENT

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned as "Grantor" hereby grants, conveys, sells, and sets over unto Central Davis Sewer District, a body politic of the State of Utah, hereinafter referred to as "Grantee," and its successors and assigns, a perpetual non-exclusive right-of-way and easement ("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 Easement, being situated in Davis County, State of Utah, over and through a parcel of the Grantor's land lying within a strip twenty five (25) feet wide, more particularly described as follows:

See Legal description attached hereto as Exhibit "A" and incorporated herein

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 Grantor's property along and adjacent to the Easement as may be reasonably necessary in connection with the construction, repair, or replace 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, at no cost or expense to Grantor. Grantor shall have the right to use the above-described property that is encumbered by the Easement so long as Grantor's use does not unreasonably interfere with the Facilities or with the discharge and conveyance of sewage through the Facilities, or any other rights granted to the Grantee hereunder.

Grantor shall not build or construct, or permit to be built or constructed, any building or other vertical improvement over or across the Easement nor change the contour thereof without the written consent of Grantee, which consent shall not be unreasonably withheld. Grantor, however, shall be allowed to install surface improvements over the Easement property such as asphalt or other surface improvements that would be consistent with, and allow for, parking uses, trails, driveways, and other amenities.

The Easement herein granted is non-exclusive. The parties acknowledge that Grantor intends to grant a similar utility easement through the same property location in favor of Farmington City for other utility lines. Grantee will coordinate its use of the Easement with Farmington City and the City's use of the same easement property.

This easement instrument 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, and may be assigned in whole or in part by Grantee.

9TH IN WITNESS WHEREOF, the Grantor has executed this right-of-way and Easement this day of July, 2014.

OAKWOOD HOMES OF UTAH LLC

By: _____
Its: VP/LMS

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

On the 9TH day of July, 2014, personally appeared before me JAMES DEWIN 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 on behalf of Oakwood Homes of Utah LLC with full authority to bind said entity to the terms of this instrument.

Katie M Sales

Notary Public
Residing at: 2602 W. Remuda Dr
Fair West, UT 84404

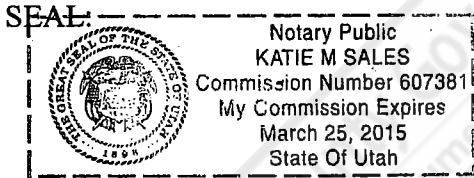


EXHIBIT "A"

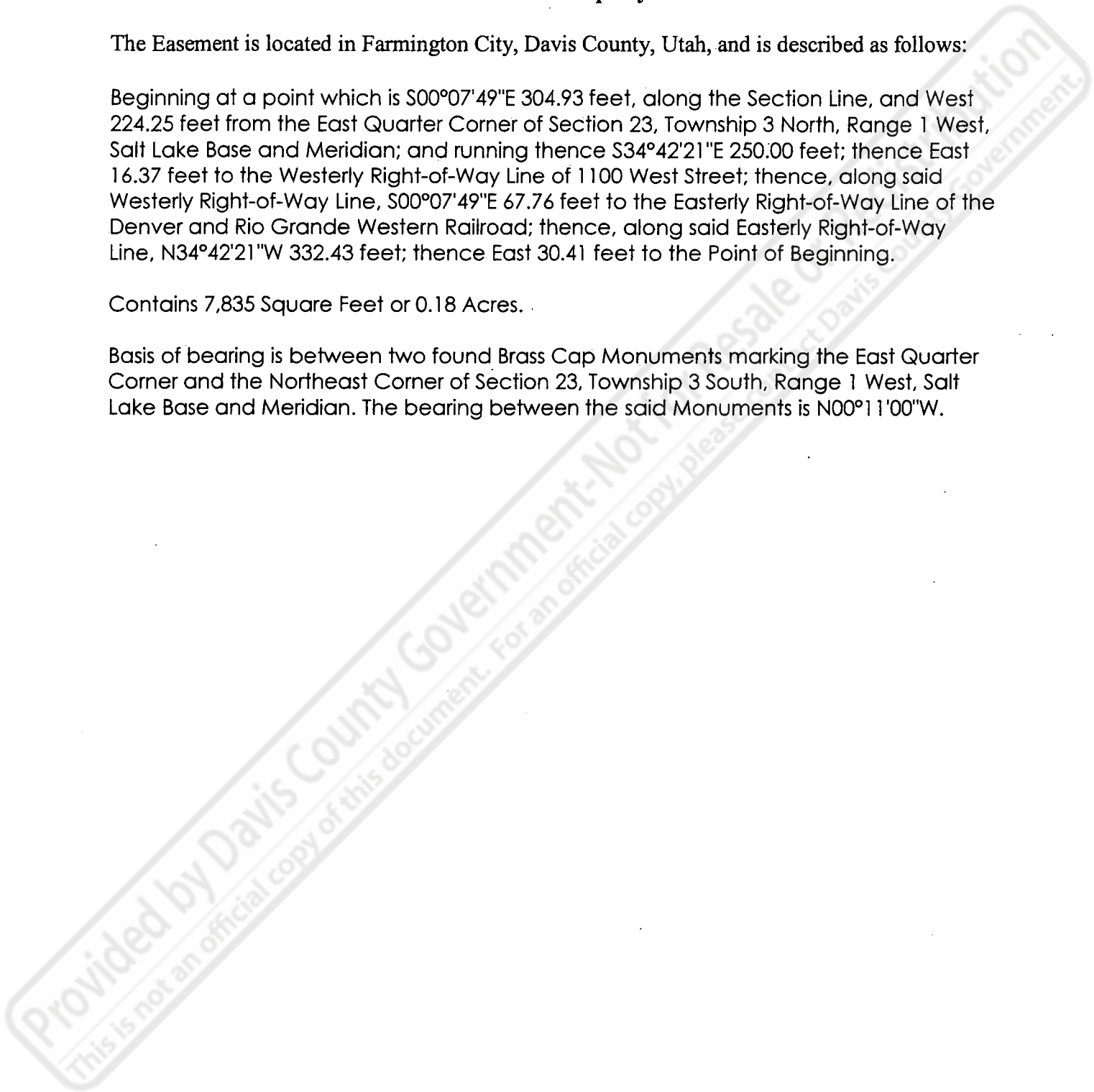
Easement Property

The Easement is located in Farmington City, Davis County, Utah, and is described as follows:

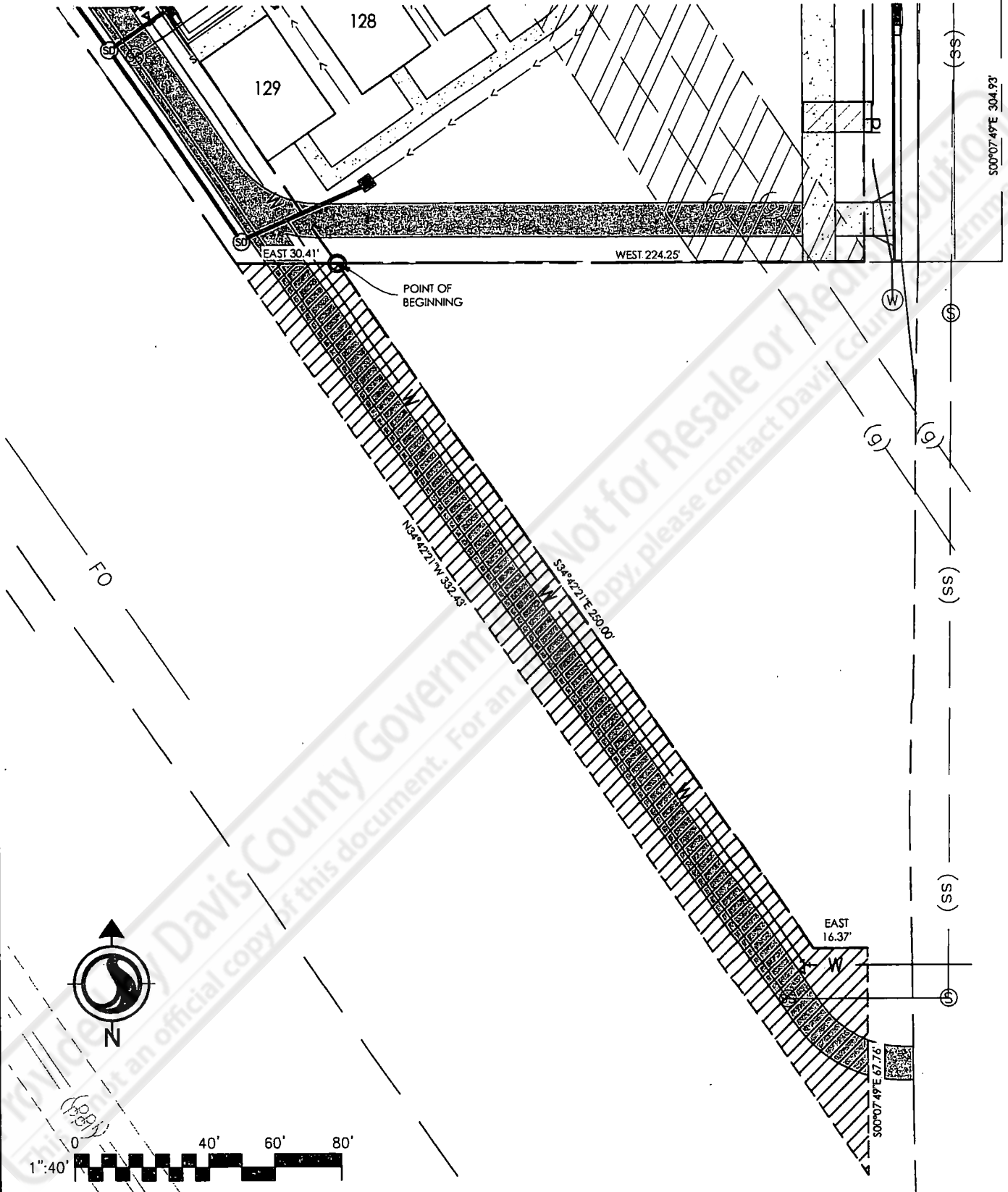
Beginning at a point which is $S00^{\circ}07'49''E$ 304.93 feet, along the Section Line, and West 224.25 feet from the East Quarter Corner of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence $S34^{\circ}42'21''E$ 250.00 feet; thence East 16.37 feet to the Westerly Right-of-Way Line of 1100 West Street; thence, along said Westerly Right-of-Way Line, $S00^{\circ}07'49''E$ 67.76 feet to the Easterly Right-of-Way Line of the Denver and Rio Grande Western Railroad; thence, along said Easterly Right-of-Way Line, $N34^{\circ}42'21''W$ 332.43 feet; thence East 30.41 feet to the Point of Beginning.

Contains 7,835 Square Feet or 0.18 Acres.

Basis of bearing is between two found Brass Cap Monuments marking the East Quarter Corner and the Northeast Corner of Section 23, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The bearing between the said Monuments is $N00^{\circ}11'00''W$.



EAST QUARTER CORNER SECTION 23
TOWNSHIP 3 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
(FOUND 3" BRASS CAP)



AVENUES AT THE STATION
HENRY WALKER HOMES
AN OAKWOOD HOMES COMPANY
EASEMENT EXHIBIT
PUBLIC UTILITY & DRAINAGE EASEMENT



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