## WHEN RECORDED MAIL TO:

Central Davis Sewer District Attn: General Manager 2200 South Sunset Dr. Kaysville, UT 84037 E 2840323 B 6169 P 1091-1092
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/22/2014 03:07 PM
FEE \$0.00 P9s: 2
DEP RT REC'D FOR CENTRAL DAVIS SEW
ER DISTRICT

DEC 2 2 2014

## 08-500 - 000 | 20.0 SANITARY SEWER EASEMENT

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 E, of Park Lane Commons Parcel E Amended and H, in Farmington City Davis County Utah;

Beginning at a point on the West right of way line of Station Parkway (Entry No. 2485536), said point being 391.46 feet North 00°00'21" West along the Section line and 214.08 feet South 89°59'39" West from the Southeast corner of Section 14, Township 3 North, Range 1 West, Salt Lake Base & Meridian, and running thence South 41°46'17" West 238.09 feet, thence North 48°13'43" West 66.72 feet, thence North 289.63 feet, thence North 28°17'25" West 82.77 feet to the North property line of said Parcel E, thence South 61°44'11" West 20.00 feet along said North property line, thence South 28°17'25" East 77.74 feet, thence South 293.55 feet, thence South 48°13'43" East 95.67 feet, thence North 41°46'17" East 258.10 feet to said West right of way line of Station Parkway, thence North 48°13'43" West 20.00 feet along said right of way to the Point of Beginning.

Containing 14,023 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

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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:

Its: MANAGER

STATE OF UTAH

:ss.

COUNTY OF DAVIS

On the 22 day of December, 2014, personally appeared before me Richard A. Haws 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.

My Commission Expires:

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Notary Public Residing at:

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STATE OF UTAH NOTARY PUBLIC SCOTT HARWOOD COMMISSION # 664539 MY COMMISSION EXPIRES: 05-29-2017