

WHEN RECORDED, MAIL TO:

Leslie Mascaro
Oakwood Homes Company
206 Winchester Ave.
Murray, Utah 84107

08-072-0026pt

EASEMENT FOR STORM DRAIN

For good and valuable consideration, OAKWOOD HOMES OF UTAH, LLC, a Utah limited liability company ("Grantor"), hereby conveys and grants unto FARMINGTON CITY, a municipal corporation ("Grantee"), for Grantee's use and benefit, a permanent, non-exclusive easement (the "Easement") to that portion of Grantor's real property concerning the Avenues at the Station development located in Davis County, State of Utah, more particularly described as follows (the "Easement Property"):

The Easement Property is a 20 foot-wide storm drain easement centerline.

Beginning at a point on the boundary line of the Avenues at the Station Phase II, said point being N00°11'00"W 400.81 feet along the East Section Line and West 537.11 feet from the East Quarter Corner of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence S34°11'21"E 307.84 feet to the boundary line of the Avenues at the Station Phase I and Point of Terminus. Said easement width being extended or shortened to match property lines.

The Easement Property is depicted in the "Easement Exhibit" attached hereto as Exhibit "A"

The Easement granted hereby shall include the following rights, terms, and conditions:

1. Grantee may use the Easement Property for the construction, operation, maintenance, inspection, repair, alteration, and replacement of a 15 inch subsurface storm drain pipe;
2. Grantor will not interfere with Grantee's use of the Easement Property for the purposes stated herein; and
3. The rights and privileges granted herein shall inure to the benefit of Grantee's successors-in-interest or assigns and the obligations of Grantor identified herein shall be binding Grantor's successors-in-interest or assigns.

This instrument and the Easement granted herein may not be terminated, extended, modified or amended without the written consent of Grantor and Grantee, or their successor-in-interest or assigns, and any such termination, extension, modification or amendment shall be effective on recordation in the official records of the Davis County Recorder.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the dates set forth below, to be effective on the recording date hereof.

GRANTOR:

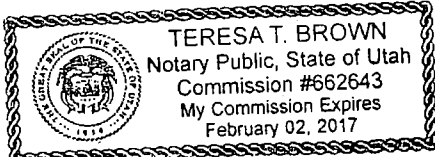
OAKWOOD HOMES OF UTAH, LLC, a Utah limited liability company, by its manager:

By: _____

Its: VP LAND

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

The foregoing instrument, was acknowledged before me this 3 day of April, 2015, by James Deolen, in his/her capacity as VP of Land of Utah of Oakwood Homes of Utah, LLC, a Utah limited liability company.



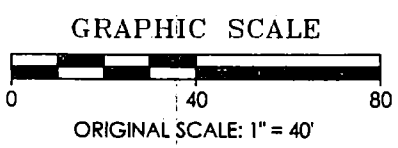
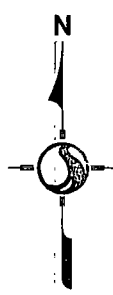
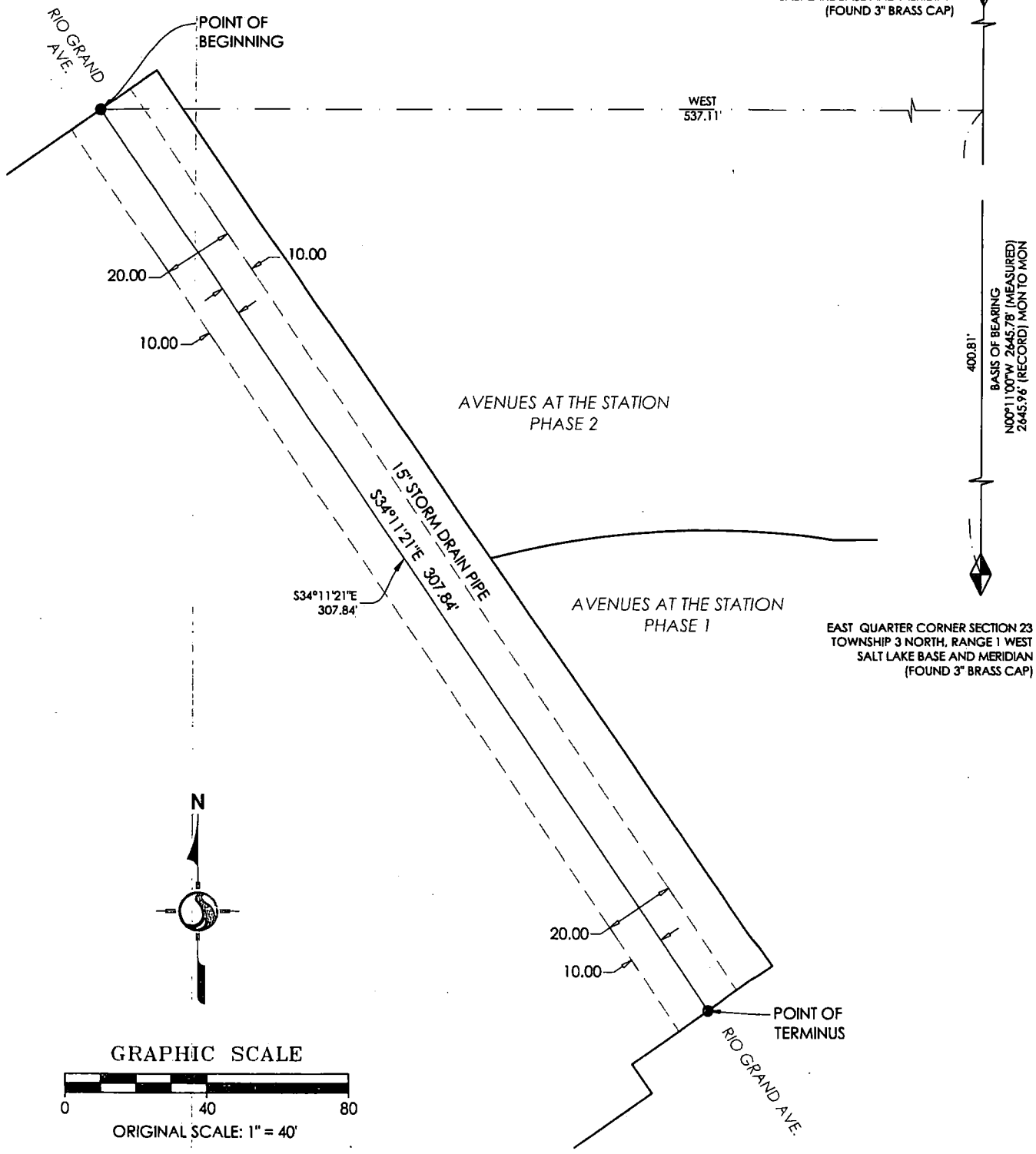
SEAL:

Teresa T. Brown
Notary Public

Exhibit A
Easement Exhibit

EASEMENT EXHIBIT

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



STANTEC CONSULTING SERVICES INC.
3995 S 700 E
SALT LAKE CITY, UTAH
84107-2540
TEL. 801.261.0090
FAX 801.266.1671
www.stantec.com

AVENUES AT THE STATION
PHASE 3 STORM DRAIN
EASEMENT DESCRIPTION

EASEMENT EXHIBIT

PROJECT NO.: 186201130	
DATE: 03/25/2015	
CAD OPR.: SRV	SHEET: Page 1 of 1