

WHEN RECORDED MAIL TO:

Farmington City
Attn: City Manager
160 South Main Street
Farmington, UT 84025

Pt. 08-060-0046
08-060-0045

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 Grantors hereby grant, convey, sell and set over unto **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as "Grantee," its successors and assigns, a perpetual 20 foot wide right-of-way and easement to construct, maintain, operate, repair, inspect, protect, and install a trail for public use and related facilities and public improvements, hereinafter called "Facilities," said right-of-way and easement being situate in Davis County, State of Utah, over and through a parcel of the Grantors' land more particularly described as follows:

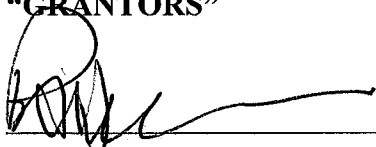
See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND HOLD the same unto the Grantee, its successors and assigns, perpetually, 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 install, construct, maintain, operate, repair, inspect, protect, remove and replace the Facilities, and to provide emergency services. During construction periods, Grantee and its contractors may use such portion of the property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction, maintenance, inspection, installation, removal 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. Grantor shall have the right to use the above-described premises except for the purpose 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 public use thereof, 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 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 Grantor and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

IN WITNESS WHEREOF, the Grantor has executed this right-of-way and easement
this 20 day of November, 2018.

“GRANTORS”



Michael Hanes

The Grantors noted herein are:

Red Barn Farms and
Park Lane Commons Office Park, LLC

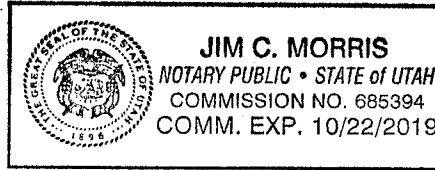
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF Davis)

On the 20th day of November 2018, before me, the undersigned Notary Public, personally appeared **Richard A. Haws**, known to me to be the member(s) or designated agents of the limited liability company that executed the above and acknowledged to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and an oath stated that they are authorized to execute said instrument freely and voluntarily for the purposes and use herein mentioned on behalf of the limited liability company.



NOTARY PUBLIC




My Commission Expires: 10-22-19

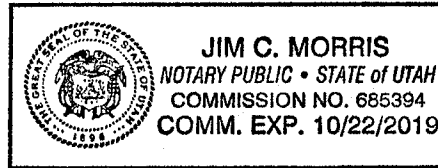
Residing at: Davis County

STATE OF UTAH)
 SS.
COUNTY OF Davis)

On the 20th day of November, 2018, Personally appeared before me **Michael Haws**, known to be the **President of Red Barn Farms**, authorized agent for the corporation that executed the within and foregoing instrument and acknowledged the instrument to be the free and voluntary act and deed of the corporation, by authority of its bylaws or by resolution of its Board of Directors, for the uses and purposes therein mentioned and on oath states that he was authorized to executed the instrument and that the seal affixed is the corporate seal of the corporation.



NOTARY PUBLIC



Commission Expires:

Residing at:

20.0' Asphalt Path Easement (Red Barn Farms)

A part of Lots 1 and 20, Block 34, Big Creek Plat, in Davis County, Utah, being in the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Northerly Right of Way Line of 675 North Street, said point being 1497.42 feet North 0°00'21" West along the Section Line and 529.94 feet North 89°41'17" West along said Northerly Right of Way Line from the Southeast Corner of said Section 14; and running thence North 89°41'17" West 20.05 feet along said Northerly Right of Way Line; thence North 3°36'58" West 97.49 feet; thence North 27°17'02" East 228.02 feet; thence North 50°36'29" West 144.99 feet; thence North 82.81 feet; thence North 50°36'29" West 138.47 feet; thence North 53°25'50" West 122.76 feet to a point of curvature; thence Northwesterly along the arc of a 5.00 foot radius curve to the left a distance of 2.88 feet (Central Angle equals 32°59'57" and Long Chord bears North 69°55'49" West 2.84 feet) to a point of reverse curvature; thence Northwesterly along the arc of a 45.00 foot Radius curve to the right a distance of 10.96 feet (Central Angle equals 13°57'35" and Long Chord bears North 79°27'00" West 10.94 feet) to the Easterly Boundary Line of the of Park Lane Commons Office Park LLC Property; thence along said Easterly Line the following two (2) courses: (1) North 0°20'02" West 8.03 feet and (2) North 36°25'48" East 13.13 feet to a point of a non-tangent curve; thence Southeasterly along the arc of a 25.00 foot Radius curve to the left a distance of 4.30 feet (Central Angle equals 9°51'24" and Long Chord bears South 81°30'05" East 4.30 feet) to a point of reverse curvature; thence Southeasterly along the arc of a 25.00 foot Radius curve to the right a distance of 14.40 feet (Central Angle equals 32°59'57" and Long Chord bears South 69°55'49" East 14.20 feet) to a point of Tangency; thence South 53°25'50" East 123.26 feet; thence South 50°36'29" East 148.41 feet; thence South 82.81 feet; thence South 50°36'29" East 151.70 feet; thence South 27°17'02" West 238.66 feet; thence South 3°36'58" East 93.34 feet to said Northerly Right of Way Line of said 675 North Street and the Point of Beginning.

Contains 16,884 Sq. Ft. or 0.388 Acres

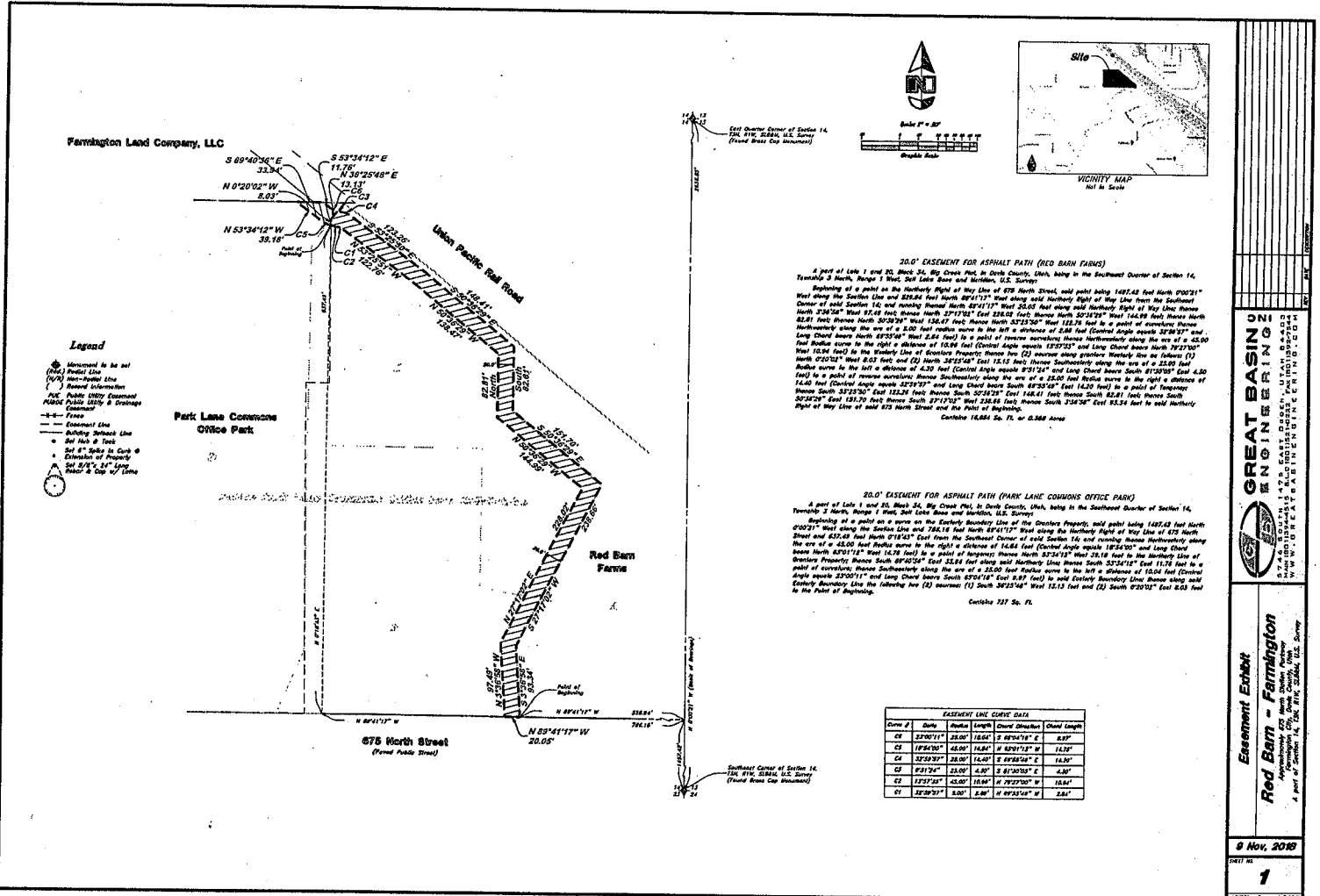
20.0' Asphalt Path Easement (Park Lane Commons Office Park)

A part of Lots 1 and 20, Block 34, Big Creek Plat, in Davis County, Utah, being in the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on a curve on the Westerly Boundary Line of the Red Barn Farms Property, said point being 1497.42 feet North 0°00'21" West along the Section Line and 786.16 feet North 89°41'17" West along the Northerly Right of Way Line of 675 North Street and 637.49 feet North 0°18'43" East from said Southeast Corner of said Section 14; and running thence Northwesterly along the arc of a 45.00 foot Radius curve to the right a distance of 14.84 feet (Central Angle equals 18°54'00" and Long Chord bears North 63°01'12" West 14.78 feet) to a point of tangency; thence North 53°34'12" West 39.18 feet to the Southerly Line of the Farmington Land Company, LLC Property; thence South 89°40'36" East 33.94 feet along said Southerly Line; thence South 53°34'12" East 11.76 feet to a point of curvature; thence Southeasterly along the arc of a 25.00 foot Radius curve to the left a distance of 10.04 feet (Central Angle equals 23°00'11" and Long Chord bears South 65°04'18" East 9.97 feet) to said Westerly Boundary Line of the Red Barn Farms Property; thence along said Westerly Boundary Line the

following two (2) courses: (1) South 36°25'48" West 13.13 feet and (2) South 0°20'02" East 8.03 feet to the Point of Beginning.

Contains 727 Sq. Ft.



GREAT BASIN ENGINEERING
INCORPORATED

3200 UNIVERSITY BLVD. SUITE 200
DENVER, COLORADO 80202
303.733.8888

Easement Exhibit

Red Barn - Farmington
A portion of Section 14, Township 2 North, Range 1 West, 20th Meridian, U.S. Survey

0 Nov, 2019

1

10000 - 100000 - 0013