

RETURNED

2863732
BK 6256 PG 1756

APR 29 2015

When recorded return to:
Weber Basin Water Conservancy District
2837 East Highway 193
Layton, UT 84040

E 2863732 B 6256 P 1756
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/29/2015 03:31 PM
FEE \$10.00 Pgs: 1
DEP RTT REC'D FOR WEBER BASIN WATER
CONSERVANCY

Farmington - Cabela's Property

pt 08-500-0002

DEED OF EASEMENT

FARMINGTON SQUARE, LLC County of Davis, State of Utah, herein referred to as Grantor, hereby conveys and warrants to the WEBER BASIN WATER CONSERVANCY DISTRICT, Grantee, for the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, a perpetual easement to construct, reconstruct, operate and maintain an underground pipeline or pipelines, underground meter vault(s), and other related appurtenant underground structures, with the reasonable right of ingress and egress to and from the same, on, over, beneath, or across the following described property:

A part of Parcel H, of Park Lane Commons Parcel E Amended and H, in Farmington City, Davis County Utah being a part of the Southwest Quarter of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian; Beginning at a point on the Southwesterly right of way line of Station Parkway; said point is 170.65 feet North 00°00'21" West along the Section line and 33.09 feet North 89°59'39" East from the Southwest Corner of Section 13; and running thence South 48°13'43" East 8.00 feet along said Southwesterly right of way line; thence South 41°44'09" West 47.48 feet, thence North 48°13'43" West 8.00 feet; thence North 41°44'09" East 47.48 feet to the point of beginning. Contains 380 square feet.

Grantor shall, subject to Grantee's rights as herein granted, have the right to fully enjoy and use the premises burdened by said easement, but Grantor, its successors and assigns, shall not erect any permanent buildings or structures, allow other utilities to be constructed, add or remove fill material, or place trees or deep-rooted shrubs upon lands comprising the perpetual easement without the Grantee's consent in writing, which consent shall not be unreasonably withheld. Grantor shall have the right to install paving, curbs, gutter and related surface improvements in said easement area. If Grantee damages any property in connection with the exercise of its rights hereunder, it shall promptly restore such property.

Dated this 22 day of APRIL, 2015.

By: [Signature]
(Name)

ACKNOWLEDGMENT

State of UTAH)
) ss.
County of DAVIS)

On this 22 day of APRIL, 2015, personally appeared before me RICHARD A. HAWES known to me to be the individual or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]
Notary Public

(NOTARY SEAL)

