

**WHEN RECORDED MAIL TO:**

Farmington City  
Attn: City Manager  
130 North Main Street  
P.O. Box 160  
Farmington, UT 84025

E 2025014 B 3646 P 119  
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2004 OCT 18 10:24 AM FEE .00 DEP MJW  
REC'D FOR FARMINGTON CITY CORP

**RETURNED**

**OCT 18 2004**

SE 22 37-1W  
08-069-0014pt

**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 right-of-way and easement to lay, construct, maintain, operate, repair, inspect, protect, install, remove and replace storm drainage pipelines, boxes and other structures and related facilities, install a trail for public use and related facilities, and other public improvements, hereinafter all together called "Facilities," said right-of-way and easement, being situated in Davis County, State of Utah, over and through a parcel of the Grantors' land, more particularly described as follows:

A strip of land 20 feet in width, lying 10 feet on each side of the following described line, situate in Section 22, Township 3 North, Range 1 West, Salt Lake Base and Meridian: BEGINNING at a point which lies West 214.45 feet and South 3255.63 feet from the North Quarter Comer of said Section 22, thence East 1548.31 feet, more or less, to a point on the East line of "BUFFALO RANCHES" and the terminus of this description. The parcel of land described above contains 30,966.24 Sq.Ft., 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 install, 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 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 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 discharge and/or conveyance of water or storm water 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 or alter the grade 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.

18 IN WITNESS WHEREOF, the Grantors have executed this right-of-way and Easement this day of Oct., 2004.


**"GRANTOR"**  
Viking Real Estate L.L.C.

By: 

Its: Managing Member

STATE OF UTAH            )  
  :SS.  
COUNTY OF DAVIS        )

On the 18<sup>th</sup> day of October, 2004, personally appeared before me S. David Plummer who being by me duly sworn did say that he is the Managing Member of Viking Real Estate L.L.C., a Utah Limited Liability Company, and that the above instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and duly acknowledged to me that said Limited Liability Company executed the same.

  
\_\_\_\_\_  
Notary Public  
Residing in:

My Commission Expires:

11/29/07

Davis County, Utah

