

**WHEN RECORDED MAIL TO:**

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

E 2025015 B 3646 P 121  
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**

EY2 27 3n-1w  
08-069-0014 pt

**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 Grantor hereby grants, conveys, sells and sets 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 construct, maintain, operate, repair, inspect, protect, 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:

A strip of land 20 feet in width, situate in Section 27, Township 3 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows: BEGINNING at the Southwest Comer of the Grantor's property, said point being South 8019.80 feet and East 563.69 feet from the North Quarter Comer of Section 22, Township 3 North, Range 1 West, Salt Lake Base and Meridian, thence Northwesterly along the West line of the Grantor's property North 39 59'49" West 26.20 feet; thence leaving said West line South 89 44'44" East 567.08 feet; thence North 11 52'56" West 603.13 feet; thence North 02 02'47" West 191.87 feet; thence North 89 27'22" East 658.26 feet; thence South 00 14'54" East 20.00 feet to a point on the Grantor's Southerly line; thence along the Grantor's South and West lines the following three (3) courses: South 89 27'22" West 638.12 feet; South 02 02'47" East 169.62 feet; South 11 52'56" East 626.17 feet; thence Westerly along the Grantor's South line North 89 44'44" West 574.91 to the point of beginning. The parcel of land described above contains 40,296.65 Sq.Ft., more or less.

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 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 public use thereof, 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 18<sup>th</sup> day of October, 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.

Margy L. Lomax  
Notary Public  
Residing in: Davis County, Utah

My Commission Expires:  
11/29/07

