

RETURNED
APR 06 2012

2653828
BK 5495 PG 664

WHEN RECORDED MAIL TO:

Central Davis Sewer District
Attn: General Manager
2200 South Sunset Drive
Kaysville, UT 84037

pt 08-486-0105

E 2653828 B 5495 P 664-668
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/06/2012 01:18 PM
FEE \$0.00 Pgs: 5
DEP RT REC'D FOR CENTRAL DAVIS SEW
ER DISTRICT

EASEMENT

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as Grantors hereby grant, convey, sell, and set over unto Central Davis Sewer District, a body politic of the State of Utah, hereinafter referred to as Grantee, its successors and assigns, a non-exclusive easement to construct, maintain, operate, repair, inspect, protect, install, remove, and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called the "Facilities", said easement, being situated in Davis County, State of Utah, over and through a parcel of the Grantor's land as depicted on Exhibit A, a 30-foot wide easement, being 15 feet either side of an existing sewer line, upon a part of an entire tract of property situated in the Southwest Quarter of Section 13 and the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base & Meridian, U. S. Survey. Said easement more particularly described as follows:

**Central Davis Sewer District
Sewer Easement**

Beginning at a point North 00°00'21" West 745.59 feet and West 383.91 feet from the Southwest Corner of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian (basis of bearing being North 00°00'21" West 2636.85 feet from said Southwest Corner to the West Quarter Corner of said Section 13, and running thence North 61°45'46" East 258.18 feet; to a point of curvature of a 515.00 foot radius curve to the right, the center of which bears South 28°14'14" East; thence easterly along the arc of said curve 150.46 feet through a central angle of 16°44'23"; thence North 78°30'09" East 153.29 feet; thence South 11°29'22" East 30.00 feet; thence South 78°30'09" West 153.29 feet to a point of curvature of a 485.00 foot radius curve to the left, the center of which bears South 11°29'51" East; thence westerly along the arc of said curve 141.70 feet through a central angle of 16°44'23"; thence South 61°45'46" West 260.43 feet to a point of curvature of a 730.00 foot radius curve to the right, the center of which bears North 64°53'05" East; thence northwesterly along the arc of said curve 30.09 feet through a central angle of 02°21'41" to the point of beginning.

Containing 16,763 square feet or 0.385 acres.

TO HAVE AND HOLD the same unto the Grantee, its successors and assigns, with the right to ingress and egress in the Grantee, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is reasonably necessary to construct, install maintain operate, repair, inspect, protect, remove and replace the Facilities. During construction periods, Grantee and its contractors may use such portion of Grantors' 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 property except for the purposes 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 conveyance of sewage through the Facilities; or any other rights granted to the Grantee hereunder.

Grantors shall be permitted to build or construct roadways, sidewalk, landscaping, fences, and underground utilities to include but not be limited to water, electrical, storm drain, and communications over or across this right-of-way. Grantor shall not build or construct, or permit to be built or constructed any building nor change the contour thereof without the written consent of Grantee, which written consent shall not be reasonably withheld. This 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. This Easement shall be automatically terminated upon any future dedication of Right-of-Way to Farmington City containing the Facilities.

Grantee agrees to indemnify and defend Grantors form any loss, claim, or liability to Grantors arising out of Grantee's use of the Easement. Grantee assumes all risk arising out of its use of the Easement and Grantors shall have no liability to Grantee or others for any condition existing thereon, other than any such condition caused or created by Grantors.

IN WITNESS WHEREOF the Grantors have executed this right-of-way and Easement this 5th day of March, 2012.

Farmington Square, LLC

By: [Signature]

Title: Manager

ICO Multi-Family Holdings, LLC

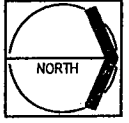
By: [Signature]

Title: Manager

EXHIBIT "A"

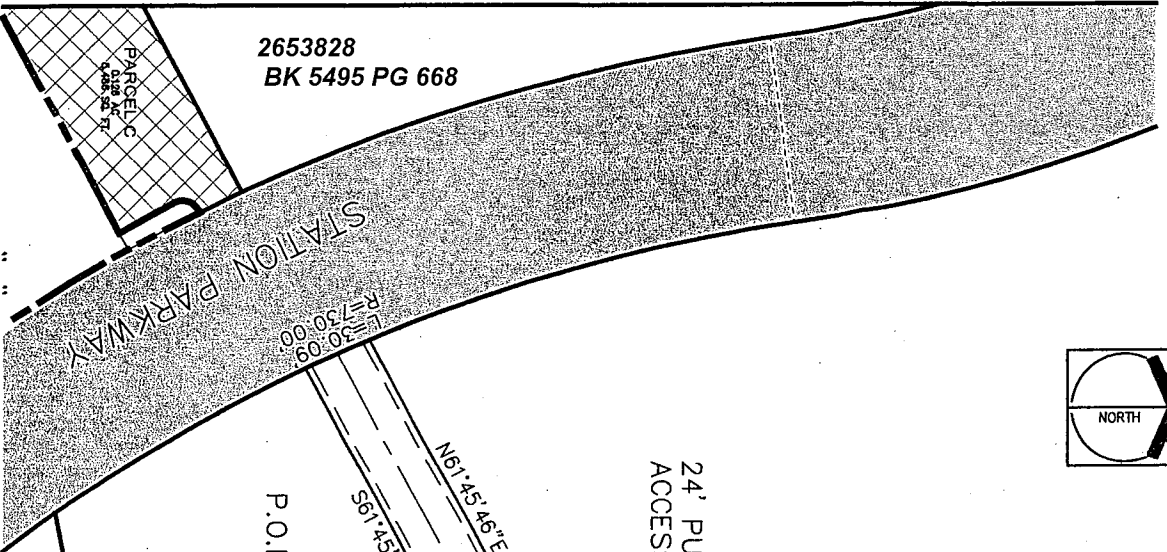
General Depiction of Easement Property

(attached)



PARCEL D
13.03 AC
567,426 SQ. FT.

2653828
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24' PUBLIC
ACCESS EASEMENT

30' SEWER EASEMENT "B"

P.O.B. EASEMENT "B"

BROADWAY (1075 WEST)

EXHIBIT **A**
30' WIDE SEWER EASEMENT
PARK LANE COMMONS

SCALE: 1"=80'



R=730.00
L=30.09

N61°45'46"E
S61°45'46"W

258.18'

260.43'

L=150.46'
R=303.00
L=111.00
R=485.00

N18°30'09"E
S78°30'09"W
153.29'
153.29'

S11°29'22"E
30.00'