

4 Pgs = 16<sup>00</sup>  
+ 4 legals

2071654  
BK 3783 PG 714

When Recorded Return to:  
\_\_\_\_\_  
\_\_\_\_\_

E 2071654 B 3783 P 714-717  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
05/06/2005 11:22 AM  
FEE \$20.00 Pgs: 4  
DEP RTT REC'D FOR FARMINGTON CITY

*Farmington Crossing on Spring  
Creek Pond  
Parcels A, B, C, D, E*

**RIGHT OF WAY AND EASEMENT GRANT**

*08-359-0001 thru 0005*

FARMINGTON LAND INVESTMENTS, L.C., a Utah limited liability company, Grantor, does hereby convey and warrant to FARMINGTON CITY, a Utah municipal corporation, Grantee, its successors and assigns, for the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, a right of way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace culinary water pipe lines, valves, valve boxes, fire hydrants and other similar water transmission and distribution facilities (hereinafter collectively called "facilities"), said right of way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

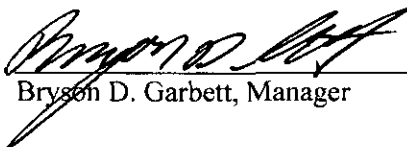
(SEE ATTACHED EXHIBIT "A")

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assign, so long as the facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. The said Grantor shall have the right to use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the facilities or any other rights granted to the Grantee hereunder.

The Grantor shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee

IN WITNESS WHEREOF the Grantor has caused this right of way and easement grant to be executed this 18 day of March, 2005.

FARMINGTON LAND INVESTMENTS, L.C.

  
\_\_\_\_\_  
Bryson D. Garbett, Manager

STATE OF UTAH )  
 )ss.  
COUNTY OF Salt Lake )

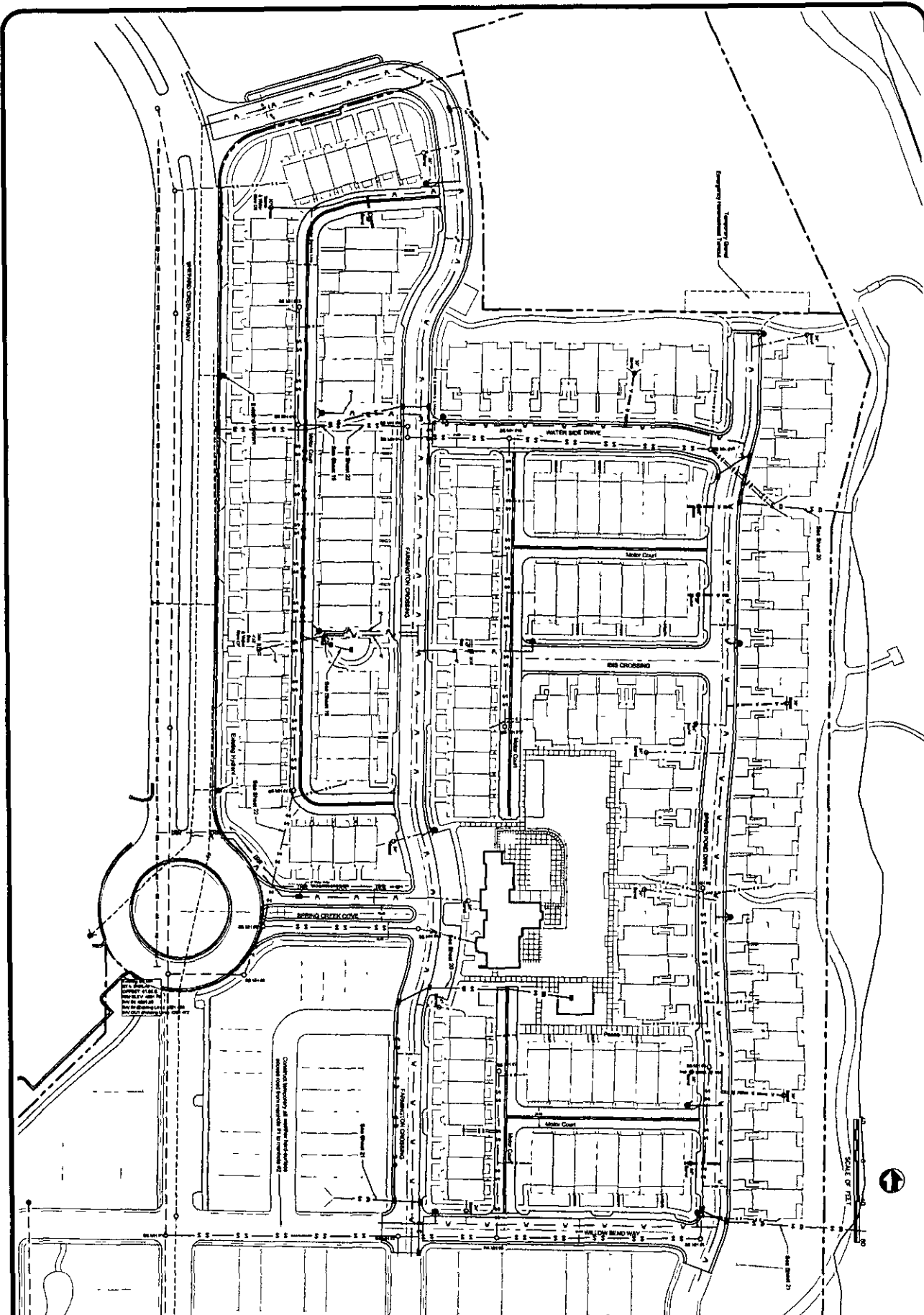
On the 18 day of March, 2005, personally appeared before me Bryson D. Garbett, who being duly sworn, says that he is the manager of the limited liability company that executed the above and foregoing instrument and that said instrument was signed in behalf of said limited liability company by authority of its by-laws (or by authority of a resolution of its board of directors) and said Bryson D. Garbett acknowledged to me that said limited liability company executed the same



  
Notary Public

**EXHIBIT "A"**  
**Legal Description**

The land lying under and across all areas denoted as Open Space, Streets, Roadways and Alleys which contain sewer lines as constructed and shown on sheet 2 of 22 of the approved construction plans for the Farmington Crossing on Spring Creek Pond, A Planned Unit Development, said sheet 2 being attached as Exhibit "B" and made a part hereof by reference.



03/07/05  
 Date 01/27/05  
 Lot 04/00/01  
 CONSTRUCTION  
 Sheet 2

Prepared for  
**Farmington Land Inv L.C.**  
 Bryson Garbett, Manager  
 8438 East Way  
 Sandy, UT 84070  
 801 726 5118

**Utility Plan**  
**Farmington Crossing**  
 Farmington, Davis County, Utah

**Boundary Specialists**  
 When Quality Matters  
 7820 South Highway 88  
 South Willard, Utah 84340  
 340 North 900 East  
 Heber City, Utah 84032  
 435-854-1917  
 P.O. Box 520  
 Midway, Utah 84049



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