

When recorded return to:

Farmington City

Attn: City Manager

130 N. Main, Farmington, UT

**PARTIAL RELEASE OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE FARMINGTON RANCHES SUBDIVISION**

108235

08-443-0001

08-444-0001

08-314-0568

RECITALS:

E 2361331 B 4523 P 433-436

RICHARD T. MAUGHAN

DAVIS COUNTY, UTAH RECORDER

4/30/2008 10:46:00 AM

FEE \$18.00 Pgs: 4

DEP eCASH REC'D FOR BONNEVILLE SUPERIOR

A. The Farmington Ranches Homeowners Association is the legal owner of certain property within the Farmington Ranches Subdivision.

B. The Homeowners Association has requested, and Farmington City has agreed, to accept a conveyance of certain property owned by the Homeowners Association for the City's construction, operation and perpetual maintenance of a public park.

C. The parties have entered into an agreement to provide for conveyance of the property from the Homeowners Association to the City (the "Conveyance Agreement").

D. Pursuant to the Conveyance Agreement, the Homeowners Association is required to convey the property to the City free and clear of all liens and encumbrances which are objectionable to the City.

E. Pursuant to paragraph 9 of the Conveyance Agreement, the Homeowners Association has agreed to revise applicable covenants, conditions and restrictions recorded against the property to be conveyed.

F. The Homeowners Association, by and through this Partial Release, intends to release the property to be conveyed to the City wholly and completely from the conditions and restrictions of the protective covenants, conditions and restrictions for the Farmington Ranches Subdivision as those covenants, conditions and restrictions have been supplemented and amended.

NOW, THEREFORE, for the receipt of good and valuable consideration, which is acknowledged by the Farmington Ranches Homeowners Association to be received and sufficient, the Farmington Ranches Homeowners Association does declare as follows:

1. **Recitals.** The Recitals set forth above are incorporated hereinabove by this reference.

2. **Partial Release.** That certain real property more particularly described in Exhibit A, and attached hereto and incorporated herein by reference (the "Property"), is hereby released from the Declaration of Protective Covenants, Conditions and Restrictions for Farmington Ranches Subdivision, Phase 1, recorded as Entry No. 1675524, in Book 2848, at Page 676 in the official records of the Davis County Recorder, as said declaration has been subsequently supplemented in Supplement to Declaration of Covenants recorded as Entry No. 1680180, in Book 2861, at Page 571, and the First Amendment of Declaration of Covenants recorded as Entry No. 1698935, in Book 2914, at Page 348, and in the Second Supplement recorded as Entry

No. 1761083, in Book 3063, at Page 386; and the Third Supplement recorded as Entry No. 1868727, in Book 3295, at Page 551; and in the Fourth Supplement recorded as Entry No. 1913711, in Book 3381, Page 419, all in the official records of the Davis County Recorder. By virtue of this Release, the Property shall no longer be subject to, restricted or encumbered by any of the terms, provisions or restrictions of said Declaration, as supplemented.

3. **Representation of Proper Authority.** The Farmington Ranches Homeowners Association hereby represents that it has taken all action necessary and as required by the terms of the Declaration of Protective Covenants, Conditions and Restrictions for the Farmington Ranches Subdivision, Phase 1, as supplemented in the Second, Third and Fourth Supplements, to release the Property from the terms, conditions and restrictions of that Declaration and that it has authority to convey the property free and clear of the Protective Covenants, Conditions and Restrictions.

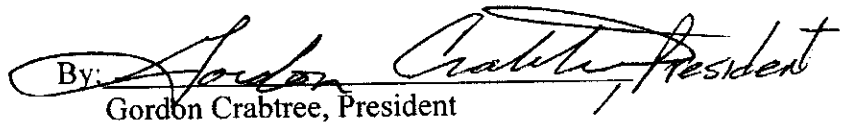
4. **Binding Effect.** This Release shall be binding upon the Farmington Ranches Homeowners Association and its respective officers, employees, representatives, agents, successors and assigns.

5. **Severability.** If any portion of this Release is held to be unenforceable or invalid for any reason by a Court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Farmington Ranches Homeowners Association, by its duly authorized representative, has executed this Release as of the day and year noted below.

DATED this 29th day of April, 2008.

**FARMINGTON RANCHES
HOMEOWNERS ASSOCIATION**

By:  President
Gordon Crabtree, President

STATE OF UTAH)
)
) *Davis* :SS.
COUNTY OF SALT LAKE)

On the 29 day of April, 2008, personally appeared before me Gordon Crabtree who being by me duly sworn did say that s/he is the President of the **Farmington Ranches Homeowners Association**, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.



Kaye H Cazier

Notary Public

Exhibit A
LEGAL DESCRIPTION

File Number: 108235

Parcel 1:
Parcel GA, FARMINGTON RANCHES PHASE 3 SUBDIVISION AMENDED No. 1, Farmington City, Davis County,
Utah, according to the official plat thereof.

Parcel 2
Parcel 4F, FARMINGTON RANCHES PHASE 4 SUBDIVISION AMENDED No. 1, Farmington City, Davis County,
Utah, according to the official plat thereof.

Parcel 3:
Parcel 5A, FARMINGTON RANCHES PHASE 5 SUBDIVISION, Farmington City, Davis County, Utah, according to
the official plat thereof.