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KELLY A. SILVESTER
DAVIS COUNTY, UTAH RECORDER
1/9/2025 3:56 PM
FEE 0.00 Pgs: 3
DEP MEC REC'D FOR FARMINGTON
CITY CORP

WHEN RECORDED MAIL TO:

Farmington City
Attn: City Manager
160 South Main Street
Farmington, UT 84037

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 Farmington City Corporation, a body politic of the State of Utah, and Benchland Water District, a Utah special service district, hereinafter referred to as Grantees, its successors and assigns, a perpetual public utility easement for the Grantee and its franchisees to construct, maintain, operate, repair, inspect, protect, install, remove and replace public utility lines, secondary water lines, public structures and facilities, hereinafter called the Facilities, said easement, being situate in Davis County, State of Utah, over and through the entire parcel of land described as follows:

Parcel ID numbers: 07-033-0018 and 07-033-0019

Legal Description:

A parcel of land, being a part of the Public Roads as depicted on the Farmington Townsite Survey, Plat B (then known as 1st South Street and 2nd East Streets), also being a part of the South Half of Section 19, Township 3 North, Range 1 East, Salt Lake Base and Meridian, said parcel also located in Farmington City, Davis County, Utah. Being more particularly described as follows:

Beginning at the Northeast Corner of that parcel described in that Special Warranty Deed Recorded February 25, 2008 (Entry No. 2343838), said point being South 00°02'23" West 536.06 feet along the Section line (NAD83 Bearing being South 0°30'05" East between the Center Quarter Corner and the South Quarter Corners of said Section 19, per the Davis County Township Reference Plat) and South 89°57'37" East 12.35 feet from the Center Quarter Corner of said Section 19 and running thence along the perimeter of said parcel:

West 146.00 feet;

thence South 142.50 feet along and beyond said parcel to the northerly line of that parcel described in that Warranty Deed Recorded January 1, 2022 (Entry No. 3448281);

thence West 53.40 feet along the northerly line of said parcel to the easterly right-of-way line of SR-106;

thence northerly 145.73 feet along the arc of a 400.00-foot radius non-tangent curve to the left (center bears South 80°30'13" West and the long chord bears North 19°56'01" West 144.93 feet with a central angle of 20°52'28") along said right-of-way line;

thence northeasterly 56.23 feet along the arc of a 60.00-foot radius non-tangent curve to the right (center bears South 49°56'27" East and the long chord bears North 66°54'24" East 54.19 feet with a central angle of 53°41'41") to and along the southerly lines of the adjacent Davis School District Parcels;

thence East 198.95 feet along said School District Parcels;
thence South 15.00 feet along said School District Parcel to the Point of Beginning.
Contains: 14,082 square feet or 0.323 acres.

TO HAVE AND HOLD the same unto the Grantees, their successors and assigns, with the right of ingress and egress in the Grantees, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the Facilities. During construction periods, Grantees 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 Grantees hereunder.

Grantors shall not build or construct, or permit to be built or constructed, any building or over or across this easement nor change the contour thereof without the written consent of Grantees. 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 Grantees, and may be assigned in whole or in part by Grantees.

IN WITNESS WHEREOF, the Grantors have executed this right-of-way and Easement
this 9th day of JANUARY, 2025.

BOARD OF EDUCATION OF DAVIS
SCHOOL DISTRICT

Brigit Gerrard, President

STATE OF UTAH)

:SS.

COUNTY OF DAVIS)

On the 9th day of January, 2025, personally appeared before me Bright Gerrard who being duly sworn, did say that (s)he is the signer(s) of the foregoing instrument, who duly acknowledged to me that (s)he executed the same.

Ashley Maddox

Notary Public

My Commission Expires: Residing at:

August 29, 2028 State of Utah

