

E 2338075 B 4460 P 816-817
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/31/2008 02:44 PM
FEE \$0.00 Pgs: 2
DEP RT REC'D FOR CENTERVILLE CITY

WHEN RECORDED MAIL TO:

**Centerville City
250 North Main
Centerville, UT 84014**

06-008-0057pt.
SE 12 T2N-R1W

STORM DRAIN EASEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor, Parrish Land Holdings, LLC, a Utah limited liability company, hereby grants, conveys, sells, and sets over unto Centerville City, a municipal corporation of the State of Utah, as Grantee, its successors, assigns, licensees and franchisees, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace storm drainage facilities, including but not limited to pipe and earth channels, hereinafter called the "Facilities," said right-of-way and easement being situated in Davis County, State of Utah, over and through a parcel of Grantor's land, which easement is more particularly described as follows:

A 30-FOOT WIDE EASEMENT

Beginning at a point on the West line of a railroad right-of-way which point is North 0°05'33" West 1497.14 feet along the section line and South 89°56'12" West 109.36 feet from the Southeast Corner of Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah and running thence South 89°56'12" West 435.49 feet to the East line of property owned by the Utah Department of Transportation; thence North 0°03'50" East 30.00 feet along said line; thence North 89°56'12" East 435.57 feet to the West line of said railroad right-of-way; thence South 0°12'50" West 30.00 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, perpetually as such Facilities shall be maintained, with right of ingress and egress in said Grantee, its officers, employees, agents, contractors 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 said Facilities. During construction periods, Grantee and its contractors may use such portions of the property along and adjacent to said right-of-way 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 said premises except for the purpose for

which the right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the Facilities, or with Grantees' use thereof, or any other rights provided to the Grantee hereunder.

Grantor shall not build or construct, or permit to be built or constructed, any building or other improvement over or across said right-of-way, 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 benefits of heirs, representatives, successors and assigns of the Grantor and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

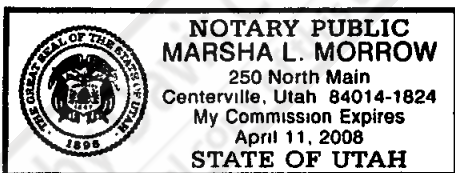
IN WITNESS WHEREOF, the Grantor has executed this right-of-way and easement this 29th day of January, 2008.

PARRISH LAND HOLDINGS LLC

By: [Signature]
Its: Manager

STATE OF UTAH)
):ss.
COUNTY OF DAVIS)

On the 29th day of January, 2008, personally appeared before me Matt Green, who being by me duly sworn, did say that he/she is the Manager of Parrish Land Holdings, LLC, a Utah limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its bylaws (or by a resolution of its Board of Directors) and that said limited liability company executed the same.



[Signature]
Notary Public

Accepted for Recordation by Centerville City

[Signature]
Marsha L. Morrow, Deputy City Recorder

1/31/08
Date

