

**WHEN RECORDED MAIL TO:**

Centerville City Corporation

250 North Main

Centerville, UT 84014-1824

**RETURNED**

**FEB 19 1998**

E 1382579 B 2243 P 502  
JAMES ASHMAUER, DAVIS CITY RECORDER  
1998 FEB 19 1:37 PM FEE .00 DEP JTA  
REC'D FOR CENTERVILLE CITY

SW 7 2N 16  
pt 02-026-0069

**CULINARY WATERLINE EASEMENT**

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor, Land Rover of Centerville, LLC, hereby grants, conveys, sells, and sets over unto Centerville City, a municipal corporation of the State of Utah, as Grantee, its successors and assigns, a perpetual right-of-way and easement to lay, maintain, operate, repair, flush, inspect, protect, install, remove and replace culinary water pipelines, valves, valve boxes, fire hydrants and other utilities and distribution structures and facilities, 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 right-of-way and easement is more particularly described as follows:

Beginning at a point on the Easterly Line of the Utah State Highway Department Frontage Road, said point being North 89°40'15" East along the Section Line 687.285 feet and North 0°03'10" East 125.40 feet and South 89°40'15" West 337.80 feet to the Easterly Line of the Utah State Highway Department Frontage Road and North 2°51'00" East along said Easterly Line 152.87 feet, from the Northwest Corner of Section 18, Township 2 North, Range 1 East, Salt Lake Base & Meridian, and running thence North 2°51'00" East along said Easterly line 15.01 feet; thence South 89°42'00" East 255.97 feet; thence South 0°18'00" West 15.00 feet; thence North 89°42'00" West 256.64 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns perpetually 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, maintain, operate, repair, inspect, protect, remove and replace said Facilities. During construction and/or maintenance periods, Grantee and its contractors may use such portions of the Grantor's property as may be reasonably necessary in connection with the construction, flushing or maintenance 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. Grantor shall have the right to use said premises except for the purpose for which this right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the Facilities, or with Grantee's 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 corrected right-of-way and Easement this 17<sup>th</sup> day of February, 1998.

LAND ROVER OF CENTERVILLE, L.L.C.

By: [Signature]  
Sharif Hadley, Manager

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

On the 17<sup>th</sup> day of February, 1998, personally appeared before me Sharif Hadley, who being by me duly sworn, did say that he is the Manager of Land Rover of Centerville, L.L.C., and that said instrument was signed in behalf of L.L.C. by authority of its bylaws and said Sharif Hadley acknowledged to me that said L.L.C. executed the same.

[Signature]  
Notary Public



Accepted for Recordation by Centerville City

[Signature]  
Steve H. Thacker, City Manager

2/18/98  
Date