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RETURNED

WHEN RECORDED MAIL TO:

JUL 19 1996

Centerville City Corporation  
250 North Main  
Centerville, UT 84014-1824

*flag legal*  
SW 7-2N-1E

**CULINARY WATERLINE EASEMENT**

E 1262982 B 2024 P 1257  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1996 JUL 19 4:03 PM FEE .00 DEP REC  
REC'D FOR CENTERVILLE CITY

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, Larry W. Miller, 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:

A part of the SW 1/4 of Section 7, T2N, R1E, SLB&M

Beginning at a point 2,414.21 feet N 0°05'33" W along the section line and 824.13 feet N 89°54'27" E 824.13 feet and 20.00 feet S 0°05'58" E from the SW Corner of said SW 1/4 of Section 7; said point being on the East line of Utah State Road Comm. R.O.W. (Frontage Road); thence N 89°54'41" E 244.29 feet; thence S 0°06'15" E 20.00 feet; thence S 89°54'41" W 244.29 feet; thence N 0°05'58" W 20.00 feet to the point of beginning. Contains 4,886 SF.

*pt 02-026-0067*

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.

BY: Larry W. Miller  
Larry W. Miller

E 1262982 B 2024 P 1258

**NOTARY PUBLIC**  
**JOLENE JACKSON**  
250 North Main  
Centerville, Utah 84014  
My Commission Expires  
March 3, 1999  
**STATE OF UTAH**

  
NOTARY PUBLIC

Residing at:

3-3-99

Centerville, Utah

Michelle A. Zito

Priscilla A. Todd, Mayor

July 18, 96  
Date