

WHEN RECORDED, MAIL TO:

CENTERVILLE CITY
250 North Main Street
Centerville, Utah 84014

RETURNED
AUG 20 1996

E 1268748 B 2035 P 1033
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1996 AUG 20 11:04 AM FEE .00 DEP REC
REC'D FOR CENTERVILLE CITY

SW 31 3N-1E

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 Grantors, CHRISTOPHER A. CUTLER and HERMILA A. CUTLER, as joint tenants, hereby grant, convey, sell, and set over unto CENTERVILLE CITY, a municipal corporation of the State of Utah, as Grantee, its successors and assigns, a perpetual thirty foot (30') easement and right-of-way for the construction and maintenance of a sloping earthen berm adjacent to a public right-of-way and sidewalk in, on, over and/or across real property owned by Grantors and situated in Davis County, State of Utah, said right-of-way and easement more particularly described as follows:

Beginning at a point on the East line of Grantor's property which is 297.78 feet South 1°04'10" East and 172.32 feet North 89°39'15" West and 40.00 feet South 12°38'21" East from the Northeast corner of the Southwest Quarter of Section 31, Township 3 North, Range 1 East, Salt Lake Base and Meridian, said point also being on the westerly line of Utah Highway 106 and running thence South 12°38' 21" East 76.59 feet along said highway line to the South line of Grantor's property; thence South 89°13'20" West 28.61 feet along said South line; thence North 12°38'21" West 77.17 feet; thence South 89°39'15" East 28.73 feet to the point of beginning.

Contains 0.049 Ac.

07-072-0118

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 and inspect said earthen berm. During construction periods, Grantee and its contractors may use such portions of the property along and adjacent to said right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the earthen berm. 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 use of said premises shall not interfere with the earthen berm or Grantee's use thereof or any other rights provided to the Grantee hereunder.

Except as otherwise provided herein, Grantors shall not build or construct, or permit to be built or constructed, any building or other improvement over or across said right-of-way and easement, nor change the slope or contour thereof. The Grantors can change the slope or contour of the sloping earthen berm improvements if the same does not exceed a 2 to 1 slope. The Grantors shall be allowed to install fencing, driveways, and landscape improvements in the easement and right of way area. In no event shall any improvements or change in slope or contour be permitted within the easement which shall impair the structural integrity of the abutting

public improvements. This right-of-way and easement grant shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

IN WITNESS WHEREOF, Grantors execute this Easement this Aug 19th day of August, 1996.

CHRISTOPHER A. CUTLER
"GRANTOR"

E 1268748 B 2035 P 1034

Christopher A. Cutler

and

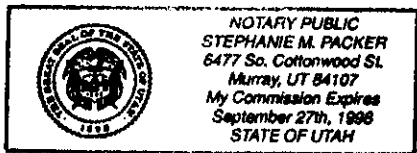
HERMILA A. CUTLER
"GRANTOR"

Hermila A. Cutler

ACKNOWLEDGMENTS

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

ON THIS 19th day of August, 1996, personally appeared before me CHRISTOPHER A. CUTLER and HERMILA A. CUTLER, the singers of the foregoing Easement, who being duly sworn by me did say that they are the joint owners of record of the above-described property and that they executed the same.



Stephanie M. Packer
NOTARY PUBLIC

My Commission Expires:

September 27, 1998

Residing At:

Murray, Utah

Accepted for Recordation by Centerville City

David A. Hales
David A. Hales, City Manager

Aug 20, 1996
Date

