

**WHEN RECORDED MAIL TO:**

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

RETURNED  
AUG 20 1996

E 1268749 B 2035 P 1035  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1996 AUG 20 11:04 AM FEE .00 DEP REC  
REC'D FOR CENTERVILLE CITY

**CORRECTED  
CULINARY WATERLINE EASEMENT**

SW 7 2n-1E

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 N0°05'33" W along the section line and 824.13 feet N89°54'27" E and 20.00 feet S0°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 N89°54'41" E 244.29 feet; thence S0°06'15" E 20.00 feet; thence S89°54'41" W 244.29 feet; thence N0°05'58" W 20.00 feet to the point of beginning. Contains 4,886 SF.

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.

This corrected easement is recorded to correct a clerical mistake contained in the legal description of this easement previously recorded as Entry Number 1262982, Book 2024, Page 1257 in the records of the Davis County Recorder's Office.

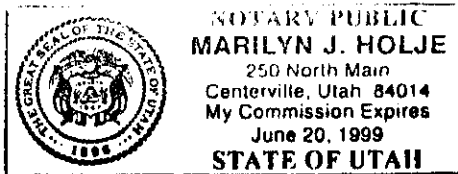
IN WITNESS WHEREOF, the Grantor has executed this corrected right-of-way and Easement this 6<sup>th</sup> day of Aug., 1996.

BY: Larry W. Miller  
Larry W. Miller

STATE OF UTAH )  
 ) ss.  
COUNTY OF DAVIS )

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On the 6<sup>th</sup> day of August, 1996, personally appeared before me Larry W. Miller, the signer of the foregoing instrument who duly acknowledged that he executed the same.



Marilyn J. Holje  
NOTARY PUBLIC

My Commission Expires:

6-20-99

Residing at:

Centerville Utah

Accepted for Recordation by Centerville City

David A. Hales  
David A. Hales, City Manager

Aug 12, 1996  
Date