

RETURNED

JAN 24 2012

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BK 5443 PG 719

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/24/2012 01:51 PM
FEE \$0.00 Pgs: 3
DEP RTT REC'D FOR CENTERVILLE CITY

WHEN RECORDED, RETURN TO:
Centerville City Corporation
250 North Main
Centerville, UT 84014-1824

pt 07-072-0028

PUBLIC UTILITY EASEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors, **R. ABRAHAM MILLET** and **EMILY L. MILLET**, husband and wife and 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 right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace public utilities and related structures and facilities. Said right-of-way and easement being situated in Davis County, State of Utah, over and through a parcel of Grantors' land, which right-of-way and easement is more particularly described as follows:

BEGINNING AT A POINT 24 RODS, 12.5 FEET SOUTH AND 111 RODS WEST FROM THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 31; TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN; ACCORDING TITLE REPORT (MERIDIAN TITLE COMPANY FILE NO. 207563, SCHEDULE A, NO.4) POINT ALSO BEGINNING 1342.81 FEET SOUTH 0°11'30" WEST ALONG THE CENTER LINE OF FRONTAGE ROAD AND 468.50 FEET SOUTH 89°48'30" EAST FROM A FOUND CENTER LINE MONUMENT AT SAID FRONTAGE ROAD; THENCE GOING NORTH 89°48'30" WEST 428.50 FEET ALONG PROPERTY LINE; THENCE SOUTH 0°11'30" WEST 7.00 FEET; THENCE SOUTH 89°48'30" EAST 414.50 FEET; THENCE SOUTH 0°11'30" WEST 77.00 FEET; THENCE NORTH 89°48'30" WEST 414.50 FEET; THENCE SOUTH 0°11'30" WEST 10.00 FEET; THENCE SOUTH 89°48'30" EAST 428.50 FEET; THENCE NORTH 0°11'30" EAST 94.00 FEET TO THE POINT OF BEGINNING.

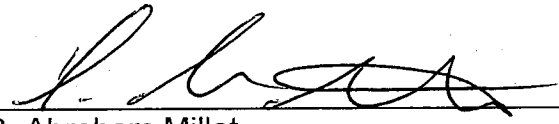
TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns perpetually with right of ingress and egress in said Grantee, its officers, employees, agents, contractors and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said Facilities. During construction and/or maintenance periods, Grantee and its contractors may use such portions of the Grantors' 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.

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, 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 Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

IN WITNESS WHEREOF, the Grantors have executed this right-of-way and easement this 20th day of January, 2012.

"GRANTORS"

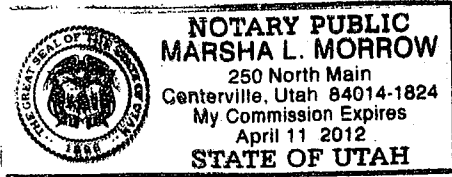
By: 
R. Abraham Millet

By: 
Emily L. Millet

MILLET ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On the 20th day of January, 2012, personally appeared before me **R. Abraham Millet and Emily L. Millet**, who did acknowledge to me that they executed the foregoing instrument.



Marsha L. Morrow
Notary Public

Accepted for Recordation by Centerville City

Marilyn Holje
Marilyn Holje, City Recorder

1/23/12
Date

