

**WHEN RECORDED, MAIL TO:**

Centerville City  
 Attn: City Recorder  
 250 North Main  
 Centerville, Utah 84014

Affects Parcel No.: 07-072-0200203, 0204

**NO-ACCESS TO PUBLIC RIGHT-OF-WAY EASEMENT  
 AND OTHER RESTRICTIONS AFFECTING LAND**

**THIS NO-ACCESS TO PUBLIC RIGHT-OF-WAY EASEMENT AND OTHER RESTRICTIONS AFFECTING LAND ("Easement") is made and entered into by R. ABRAHAM MILLET and EMILY L. MILLET, as Grantors (also referred to herein as the "Millets"), and CENTERVILLE CITY, a municipal corporation of the State of Utah, as Grantee (also referred to herein as the "City").**

**RECITALS:**

**WHEREAS**, Summerhill Lane LLC is developing the Summerhill Lane Subdivision located at approximately 2150 North Main Street, Centerville, Utah ("Summerhill Lane Subdivision"); and

**WHEREAS**, the Millets own property adjacent to the Summerhill Lane Subdivision at approximately 2138 Frontage Road, Centerville, Utah, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference ("Property"); and

**WHEREAS**, the Millets currently access the Property through a driveway off of Frontage Road, a public right-of-way owned by the Utah Department of Transportation; and

**WHEREAS**, due to safety concerns regarding ingress and egress from Frontage Road, the Millets desire to purchase and/or trade certain property with Summerhill Lane LLC to provide the Property with frontage and access onto the 725 West cul de sac within the Summerhill Lane Subdivision; and

**WHEREAS**, Summerhill Lane LLC has applied for and received conditional approval for an amendment to the Summerhill Lane Subdivision representing the proposed exchange of property and subdivision plat amendment as more particularly described in the Summerhill Lane Subdivision Third Amendment, as set forth in **Exhibit B**, attached hereto and incorporated herein by reference ("Summerhill Lane Subdivision Third Amendment");

**WHEREAS**, as a condition of approval of the Summerhill Lane Subdivision Third Amendment, the Millets are required to construct a new access driveway to the Property from the 725 West cul de sac, eliminate the access driveway to the Property from Frontage Road, and record a no-access easement against the Property prohibiting any further access to the Property from Frontage Road.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in the interest of public health and safety, the parties agree as follows:

**1. No-Access Easement**. The Millets, their heirs, agents, successors, and assigns, as Grantors, hereby grant, convey, and set over unto the City, its successors, agents, and assigns, as Grantee, a perpetual no-access easement over and across the westerly ten (10) feet of Grantors' Property ("No-Access Easement"), as more particularly described in **Exhibit A**. The No-Access Easement shall be effective immediately upon recording of this Easement; provided, the Grantors shall have time to construct the new access to the Property from the 725 West cul de sac and to eliminate the access to the Property from Frontage Road, as more particularly provided in Section 2 and Section 3.

**2. Construction of New Access Improvements**. The Millets shall construct a new access, drive approach, and driveway accessing the Property from the 725 West cul de sac ("New Access Improvements"). The New Access Improvements shall be installed in accordance with applicable Centerville City Ordinances and City Standards and Specifications. The New Access Improvements shall be installed by the Millets within eighteen (18) months from the date of the Bond and Improvements Agreement set forth in Section 4. The Millets shall not have a right to use the New Access Improvements for ingress and egress to the Property from the 725 West cul de sac until and unless the old access to the Property from Frontage Road is removed and eliminated in its entirety in accordance with Section 3.

**3. Removal of Old Access Improvements**. The Millets shall remove all access, drive approach, curb and gutter cuts, and driveway improvements accessing the Property from Frontage Road ("Old Access Improvements"). The Old Access Improvements shall be removed in accordance with applicable Centerville City Ordinances and City Standards and Specifications and any applicable Utah Department of Transportation laws, regulations, and standards. Such removal may include installation of new curb and gutter or other improvements as needed to eliminate access to the Property from the Frontage Road. The Old Access Improvements shall be removed by the Millets within eighteen (18) months from the date of the Bond and Improvements Agreement set forth in Section 4. Once the Old Access Improvements have been removed and approved by the City and the New Access Improvements have been installed and approved by the City, the Millets shall access the Property from the 725 West cul de sac and shall no longer have any access rights to their Property from the Frontage Road over and across the No-Access Easement granted to the City.

**4. Bond for Improvements.** The Millets shall enter into an Improvements Agreement with the City regarding the installation of the New Access Improvements and the removal of the Old Access Improvements and shall post a cash bond with the City in the amount set forth in the Engineer's Estimate for the required improvements, as more particularly set forth in **Exhibit C**, attached hereto and incorporated by reference ("Engineer's Estimate"). The Millets shall enter into the Improvements Agreement and post the required cash bond within 30 days from the date of this Easement and prior to recording of the Summerhill Lane Subdivision Third Amendment, whichever is sooner.

**5. Default.** In the event the Millets do not install the New Access Improvements, do not remove the Old Access Improvements, or do not post the bond and enter into the Improvements Agreement in accordance with the terms and conditions of this Easement and the time frames set forth herein, the Millets shall have no access rights to the 725 West cul de sac. This no-access may be enforced by the City as deemed appropriate. In addition to remedies at law or in equity, the City shall have the right to record a notice of default and noncompliance against the Property as a double frontage lot and may prohibit the issuance of any permits, land use approvals, or other development rights for the Property until and unless the terms and conditions of this Easement have been met.

**6. Address.** The Millets shall work with the Public Works Director to have a new address assigned to their Property in accordance with applicable Addressing Ordinances set forth in Chapter 11.03 (Street Names and Addressing) of the Centerville Municipal Code.

**7. Binding Effect.** The requirements and restrictions set forth in this Easement shall run with the land and shall be binding on the Property owners and their respective heirs, successors, agents, and assigns. This Easement shall inure to the benefit and be binding upon every part of the Property and every interest therein.

**8. Entire Agreement.** This Easement, together with its exhibits referred to herein, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

**9. Severability.** Should any portion of this Easement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

**10. Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing

its rights hereunder whether incurred through litigation or otherwise. Any remedies pursued or damages imposed against the City shall be limited to specific performance.

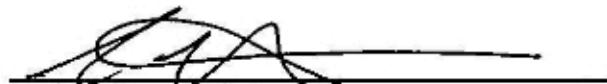
**11. Governing Law.** This Easement and the performance hereunder shall be governed by the laws of the State of Utah.

**12. Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.

**13. Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) of this Easement shall be made in writing, signed by the parties, and attached hereto.

**IN WITNESS WHEREOF**, the Grantors have executed this right-of-way and easement this 10<sup>th</sup> day of October, 2023.

**"GRANTORS"**  
R. ABRAHAM MILLET and EMILY L. MILLET

  
R. Abraham Millet

  
Emily L. Millet

**Accepted for Recordation by Centerville City:**

  
Jennifer Robison, City Recorder

10-10-2023

Date



## ACKNOWLEDGMENT

STATE OF UTAH )  
:ss  
COUNTY OF DAVIS )

On the 10th day of October, 2023, personally appeared before me **R. ABRAHAM MILLET** and **EMILY L. MILLET**, who being by me duly sworn, did say that they are the legal property owners of record of the property subject to this Easement, and that the foregoing instrument was duly authorized by them.

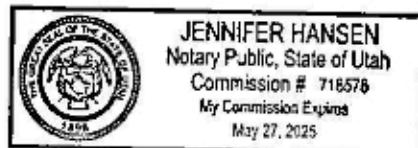
Jennifer Hansen  
Notary Public

**My Commission Expires:**

**Residing at:**

May 27, 2025

Davis County



**Exhibit A**

**Legal Description of Property**

BEG AT A PT 24 RODS 12.5 FT S & 111 RODS W, M/L, TO A PT N OF THE PT OF TERMINUS OF LINE DESC IN BNDRY LINE AGMT. RECORDED 07/13/2021 AS E# 3399145 BK 7800 PG 342; SD PT DESC IN SD AGMT AS BEING ON THE S'LY LINE OF A BNDRY AS DETERMINED BY SURVEY #6219 ON FILE IN THE OFFICE OF THE DAVIS COUNTY SURVEYOR, SD PT LOC S 01 $^{\circ}$ 03'04" E 468.03 FT ALG THE 1/4 SEC LINE & S 88 $^{\circ}$ 56'56" W 2243.13 FT & S 89 $^{\circ}$ 46'49" E 428.50 FT TO THE E'LY LINE OF SD AS-SURVEYED BNDRY TO THE PT OF TERMINUS PER SD BNDRY LINE AGMT FR NE COR OF SW 1/4 SEC 31-T3N-R1E, SLB&M; TH N ALG SD E'LY LINE 102.78 FT, M/L, TO THE N LINE OF PPTY CONV IN WARRANTY DEED RECORDED 10/20/2006 AS E# 2212093 BK 4143 PG 607; TH W 397.58 FT, M/L, TO E LINE OF PPTY CONV IN WARRANTY DEED RECORDED 02/24/2022 AS E# 3459189 BK 7953 PG 1353; TH ALG SD LINE THE FOLLOWING COURSE: S 01 $^{\circ}$ 40'37" W 94.04 FT & BEYOND TO A PT ON SD BNDRY LINE AGMT; TH S 89 $^{\circ}$ 46'49" E 399.84 FT ALG SD BNDRY LINE AGMT TO THE E'LY LINE OF SD AS-SURVEYED BNDRY & TO SD PT OF TERMINUS & TO A PT S OF BEG, TO THE POB. (NOTE: ROTATION TO NAD83 0 $^{\circ}$ 20'09" CLOCKWISE.) CONT. 0.909 ACRES

**Exhibit B**

**Summerhill Lane Subdivision Third Amendment**





**Exhibit C**  
**Engineer's Estimate**



**ESI Engineering, Inc.**  
4141 West 2100 South, Suite 100  
West Valley City, Utah  
Phone (801) 263-1752  
Fax (801) 263-1780

Project:	Summerhill Ln Subd. (3rd Amended)		Sheet No.
Owner:	Centerville City		1 of 1
Estimated by:	BWN	Date: 8/1/23	Project No.
Checked by:	KLC	Date: 8/1/23	23-006

**Consulting Engineers & Land Surveyors**

**BOND ESTIMATE**

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
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**REMOVE DRIVE APPROACH ON FRONTAGE RD**

1	Remove and replace curb and gutter	25	LF	\$50.00	\$1,250.00
2	Remove existing drive approach	100	SF	\$5.00	\$500.00

**NEW DRIVE APPROACH AT NORTH END OF CUL-DE-SAC**

3	Sawcut back of curb and gutter and install new drive approach	100	SF	\$25.00	\$2,500.00
					<b>\$4,250.00</b>

Note: These estimates were prepared as an opinion of cost based on current trends and construction activity in the area of the project at the time of plan preparation. This estimate is for the City's use to establish a basis for bonding and represents an opinion of what it may cost if the City is required to bid out and construct the project in the future. This estimate is based on plans prepared by the Developer and does not include all costs for the project.