

E 2594810 B 5255 P 301-302
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/19/2011 01:33 PM
FEE \$0.00 Pgs: 2
DEP RT REC'D FOR CENTERVILLE CITY

WHEN RECORDED MAIL TO:
Centerville City
250 North Main
Centerville, UT 84014
Affecting Tax Parcels: 06-336-0002 and 06-336-0003

RETURNED
APR 19 2011

STORM DRAINAGE EASEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors, **PARRISH LAND HOLDINGS LLC**, a **Utah Limited Liability Company** and **W. KENT TAYLOR**, as beneficiary of that certain Deed of Trust recorded against the subject property, grant, convey, sell, and set over unto **CENTERVILLE CITY**, a municipal corporation of the State of Utah, as Grantee, its successors, assigns, licensees and franchisees, a perpetual easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace storm drain pipelines and other public utility structures and facilities, hereinafter called the "Facilities," said easement being situated in Davis County, State of Utah, over and through a parcel of Grantors' land, which easement is more particularly described as follows:

**20 Storm Drain Easement along the east side of
Lot 2 and Lot 3, within Legacy Crossing at Parrish Lane Subdivision**

Beginning at a point on the west line of a Union Pacific Railroad Right-of-Way, said point being North 0°05'33" West 956.36 feet along the section line and West 112.25 feet from the Southeast Corner Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running:

Thence West 20.00 feet; Thence North 0°12'50" East 570.56 feet; Thence South 89°56'12" East 20.00 feet; Thence South 0°12'50" West 570.54 feet along the west line of the Union Pacific Railroad Right-of-Way to the point of beginning.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, perpetually as such Facilities shall be maintained, 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, construct, maintain, operate, repair, inspect, protect, remove and replace said Facilities. During construction periods, Grantee and its contractors may use such portions of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair 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. Grantors shall have the right to use said premises except for the purpose for which the right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the Facilities, or with Grantees' 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 benefit 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 easement this 11th day of April, 2011.

GRANTORS
PARRISH LAND HOLDINGS, LLC

By: [Signature]
Craig Mogal, Manager

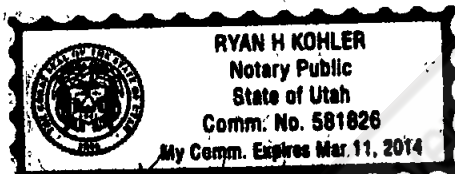
By: [Signature]
W. Kent Taylor, as beneficiary of that certain Deed of Trust recorded against the subject property

STATE OF UTAH)

:SS.

COUNTY OF Summit)

On the 11 day of April, 2011, personally appeared before me Craig Mogal, who being by me duly sworn, did say that he is the Manager of **PARRISH LAND HOLDINGS, LLC** and that the foregoing instrument was duly authorized by the limited liability company and by authority of its operating agreement and signed in behalf of said limited liability company.



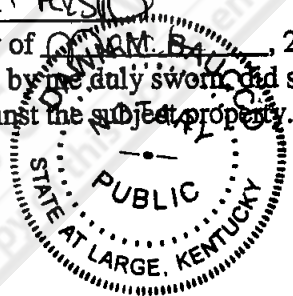
[Signature]
Notary Public

STATE OF Kentucky)

:SS.

COUNTY OF Jefferson)

On the 25 day of April, 2011, personally appeared before me **W. Kent Taylor**, who being by me duly sworn, did say that he is the Beneficiary of that certain deed of trust recorded against the subject property.



[Signature]
Notary Public
Notary Public, State at Large, KY
My commission expires Feb. 28, 2014

Accepted for Recordation by Centerville City

[Signature]
Marilyn Holje, City Recorder

4-19-11
Date

