

WHEN RECORDED, RETURN TO
CENTERVILLE CITY CORPORATION
250 NORTH MAIN
CENTERVILLE, UT 84014-1824

RETURNED
JUL 15 1999

E 1532238 B 2532 P 1389
SHERYL L. WHITE, DAVIS CNTY RECORDER
1999 JUL 15 3:07 PM FEE .00 DEP JD
REC'D FOR CENTERVILLE CITY

07-072-0024 SW 31 3N-1E

PUBLIC UTILITY SIDEWALK/PUBLIC PATHWAY DRAINAGE 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 Grantor, Lawrence E. Pace and Kay J. Pace, 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 storm drains, flood control improvements, landscaping and trees, and a public pathway not to exceed ten feet (10') in width, hereinafter called the "Facilities", said right-of-way and 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:

80-foot Public Utility Sidewalk/Public Pathway and Drainage Easement

Beginning on the Easterly line of a frontage road at a point which is South 0°46'40" West 33.00 feet and South 89°13'20" West 2232.55 feet and South 0°11'10" West 50.00 feet from the center of Section 31, Township 3 North, Range 1 East, Salt Lake Base and Meridian; and running thence South 0°11'10" West 137.75 feet along said frontage road and the grantor's west line to the grantor's South line; thence North 89°13'20" East 80.01 feet along said South line; thence North 0°11'10" East 137.75 feet to the grantor's North line; thence South 89°13'20" West 80.01 feet along said North line to the point of beginning.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long 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, 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 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 maintain the detention swale areas except for the public pathway which shall be maintained by the Grantee.

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 Grantor has executed this right-of-way and Easement this 14th day of June, 1999.

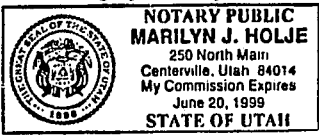
By: Lawrence E. Pace
Lawrence E. Pace

E 1532238 B 2532 P 1390

By: Kay J. Pace
Kay J. Pace

STATE OF UTAH)
) :ss.
COUNTY OF DAVIS)

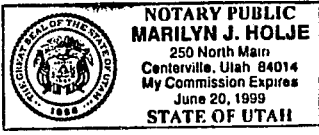
On the 14th day of June, 1999, personally appeared before me Lawrence E. Pace, who being by me duly sworn, did say that he is the signer of the above instrument.



Marilyn J. Holje
Notary Public

STATE OF UTAH)
) :ss.
COUNTY OF DAVIS)

On the 14th day of June, 1999, personally appeared before me Kay J. Pace, who being by me duly sworn, did say that she is the signer of the above instrument.



Marilyn J. Holje
Notary Public

My Commission Expires:
6-20-99

Residing at:
Centerville UT.

Accepted for Recordation by Centerville City Corporation

Steve H. Thacker
Steve H. Thacker, City Manager

6/17/99
Date