

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

E 1312815 B 2110 P 200  
JAMES ASHAUER, DAVIS CNTY RECORDER  
1997 MAR 27 11:19 AM FEE .00 DEP D.J.M  
REC'D FOR CENTERVILLE CITY

07-194-0215

**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, Symphony Development Corporation, 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, 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 Grantor's land, which easement is more particularly described as follows:

Parcel A (also labeled as detention basin and public pathway) as shown on the Lexington Park Subdivision Phase 2 plat recorded in the office of the Davis County Recorder, State of Utah.

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. 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 maintain the detention swale areas except for the public pathway which shall be maintained by the Grantee.

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.

