

Pl 02-101-001

pt 9, Centerville Marketplace

WHEN RECORDED MAIL TO:

Centerville City  
250 North Main  
Centerville, UT 84014

RETURNED

JUN 26 2003

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RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2003 JUN 26 2:11 PM FEE .00 DEP MT  
REC'D FOR CENTERVILLE CITY

**PUBLIC UTILITY AND SIDEWALK EASEMENT  
Lot 9, Centerville Market Place Subdivision**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor, Independence Square Enterprises, LLC, a limited liability company, hereby grants, conveys, sells and sets over unto Centerville City, a municipal corporation of the State of Utah, as Grantee, its successors, assigns, licensees and franchisees, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace a public sidewalk and utility pipelines, manholes, and other public facilities, 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:

Located in the Southwest Quarter of Section 7, Township 2 North, Range 1 East, SLB&M.

Beginning at a point being North 0°03'25" West 464.50 feet along the east line and North 89°43'13" West 13.19 feet from the Southeast Corner of Lot 9, Centerville Marketplace Subdivision as found and on file in the Davis County Recorders Office, Book 1867, Page 32, and running; thence North 89°43'13" West 197.38 feet; thence North 0°16'46" East 23.82 feet to the south line of Marketplace Drive; thence Northeasterly 66.50 feet along the arc of a 255.50 foot radius curve to the right, (center bears South 14°58'12" East and the long chord bears North 82°29'12" East 66.32 feet with a central angle of 14°54'48"), along the south line of said Marketplace Drive; thence North 89°56'35" East 74.04 feet along the arc of a 394.50 foot radius curve to the left, (center bears north 0°03'25" West and the long chord bears North 86°43'45" East 44.24 feet with a central angle of 6°25'43"), along the south line of said Marketplace Drive; thence Southeasterly 20.27 feet along the arc of a 30.06 foot radius curve to the right, (center bears South 40°37'00" West and the long chord bears South 30°04'04" East 19.89 feet with a central angle of 38°37'53); thence South 10°04'22" East 19.13 feet to the point of beginning. Contains 6,120 square feet. 0.14 acres.

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 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.

IN WITNESS WHEREOF, the Grantor has executed this right-of-way and Easement this 26<sup>th</sup> day of June, 2003.

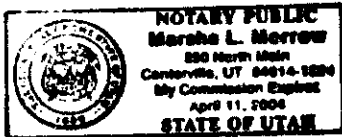
GRANTOR  
INDEPENDENCE SQUARE ENTERPRISES, LLC

By *[Signature]*  
Mike Stangl, Manager

ACKNOWLEDGMENT

STATE OF UTAH )  
 ) ss.  
COUNTY OF DAVIS )

On the 26<sup>th</sup> day of June, 2003, personally appeared before me Mike Stangl, who being by me duly sworn, did say that he is a Manager of Independence Square Enterprises, LLC, a limited liability company, and that the foregoing instrument was duly authorized by the limited liability company by authority of its operating agreement and signed in behalf of said limited liability company.



*[Signature]*  
Notary Public

Accepted for Recordation by Centerville City

*[Signature]*  
Steve Thacker, City Manager



6/26/03  
Date