

RETURNED

DEC 04 2017

WHEN RECORDED, MAIL TO:

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

E 3062408 B 6903 P 1498-1502
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/04/2017 03:45 PM
FEE \$0.00 Pas: 5
DEF RTT REC'D FOR CENTERVILLE CITY

Affects Parcel No.: 06-240-0007

STORM DRAIN EASEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor, **OPULENT HOLDINGS, LLC**, hereby grants, conveys, sells and sets over unto **CENTERVILLE CITY**, a municipal corporation of the State of Utah, as Grantee, its successors, assigns, licensees, franchisees, and public utilities (collectively referred to as Grantee), a perpetual right-of-way and easement to install, maintain, operate, repair, inspect, protect, remove, replace, and relocate storm drain pipelines and related 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 Grantors' land, which easement is more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference.

To have and to hold the same unto said Grantee, perpetually, 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, remove, replace, and relocate said Facilities. During construction periods, Grantee and its contractors may use such portions of the property along and adjacent to said right-of-way and easement 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 the 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 and easement, nor change the contour thereof, without the written consent of Grantee. Pursuant to Utah law, if the property owner places buildings or improvements to land that interfere with the easement rights granted herein, the property owner shall bear the risk of loss or damage to those improvements resulting from the exercise of the easement rights granted herein.

This right-of-way and easement grant shall run with the land and shall be binding upon and inure to the benefit of the Grantors and Grantee and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the Grantors have executed this right-of-way and easement this 28TH day of NOVEMBER, 2017.

"GRANTOR"

OPULENT HOLDINGS, LLC

By:  _____

Its: MANAGER _____

Accepted for Recordation by Centerville City:

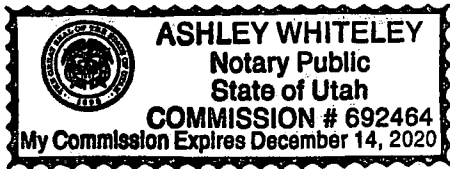

Marsha L. Morrow, City Recorder

December 4, 2017
Date

OPULENT HOLDINGS, LLC ACKNOWLEDGMENT

STATE OF UTAH)
)
:SS
COUNTY OF Washington)

On the 28 day of November, 2017, personally appeared before me Aaron Smith, who being by me duly sworn, did say that (s)he is the Manager of OPULENT HOLDINGS, LLC, a Utah limited liability company, that the limited liability company is the legal property owner of record of the property subject to this easement, 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.



Ashley Whiteley
Notary Public

My Commission Expires:
December 14, 2020

Residing at:
Washington, Utah

Exhibit A

Legal Description of Storm Drain Easement

November 15, 2017

CRSA Easement

A 20.00-foot Easement being 10.00 feet on both sides of the following described Centerline. The ends of said easement extends to the Grantor's property line.

Beginning at a point South $0^{\circ}14'40''$ West 54.15 feet along the lot line from the Northeast Corner of Lot 4, Hogan Office Park, a part of the Northeast Quarter of Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah and running thence North $89^{\circ}50'01''$ West 50.63 feet; thence North $24^{\circ}32'19''$ West 59.88 feet to the North line of said Lot 4.

