

WHEN RECORDED, RETURN TO:

Centerville City Corporation
250 North Main
Centerville, Ut 84014-1824

RETURNED

FEB 19 1998

F 1382578 B 2243 P 500
JAMES ASHAUER, DAVIS CNTY RECORDER
1998 FEB 19 1:36 PM FEE .00 DEP JTA
REC'D FOR CENTERVILLE CITY

02-026-0069

SW 7 2N1E

STORM DRAIN DETENTION POND 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, Land Rover of Centerville, 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:

Beginning at a point North 89°40'15" East along the Section Line 687.285 feet and North 0°03'10" East 125.40 feet and South 89°40'15" West 311.36 feet from the Northwest Corner of Section 18, Township 2 North, Range 1 East, Salt Lake Base & Meridian, and running thence South 89°40'15" West 26.44 feet to the Easterly Line of the Utah State Highway Department Frontage Road; thence North 2°51'00" East along said Easterly Line 250.19 feet; thence East 15.31 feet; thence South 0°18'00" West 249.73 feet 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. 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(s) 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(s) 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 17th day of February, 1998.

LAND ROVER OF CENTERVILLE, L.L.C.

By: [Signature]
Sharif Hadley, Manager

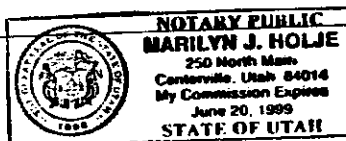
STATE OF UTAH)
) :ss.
COUNTY OF DAVIS)

On the 17th day of February, 1998, personally appeared before me Sharif Hadley, who being by me duly sworn, did say that he is the Manager of Land Rover of Centerville, L.L.C., and that said instrument was signed in behalf of L.L.C. by authority of its bylaws and said Sharif Hadley acknowledged to me that said L.L.C. executed the same.

[Signature]
Notary Public

My Commission Expires: _____

Residing at: _____



Accepted for Recordation by Centerville City

[Signature]
Steve H. Thacker, City Manager



2/19/98
Date