

WHEN RECORDED MAIL TO:
Centerville City
250 North Main
Centerville, UT 84014

RETURNED
FEB 19 1998

E 1382580 B 2243 P 504
JAMES ASHAUER, DAVIS CITY RECORDER
1998 FEB 19 1:37 PM FEE .00 DEP JTA
REC'D FOR CENTERVILLE CITY

EASEMENT

02-026-0069

SW 7 2N1E

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, L.L.C., a Utah 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 sanitary sewer, storm drain, subsurface water drain, culinary water, sidewalk and other public utility structures and facilities, hereinafter called the "Facilities," said right-of-way and easement being situated in Davis County, State of Utah, over and through two parcels of Grantor's land, which easements are more particularly described as follows:

Beginning at a point N 89°40'15" East along the Section Line 687.285 feet and N 0°03'10" East 125.40 feet from the Northwest Corner of Section 18, Township 2 North, Range 1 East, Salt Lake Base & Meridian, and running thence S 89°40'15" West 337.80 feet to the Easterly line of the Utah State Highway Department Frontage Road; thence N 2°51'00" East along said East Line 301.57 feet; thence S 89°06'27" East 10.01 feet; thence S 2°51'00" West 294.35 feet; thence N 89°40'15" East 464.21 feet; thence N 0°03'10" East 284.31 feet; thence S 89°06'27" East 7.00 feet; thence S 0°03'10" West 291.13 feet; thence S 89°40'15" West 143.77 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, construct, 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 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, 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.

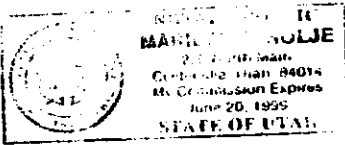
IN WITNESS WHEREOF, the Grantor has executed this right-of-way and easement this 17th day of February, 1998.

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]
Marilyn Holje
Notary Public



Accepted for Recordation by Centerville City

[Signature]
Steve H. Thacker, City Manager

2/18/98
Date

--RECORDERS MEMO--
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN RECEIVED