

WHEN RECORDED MAIL TO

**Centerville City
250 North Main
Centerville, UT 84014-1824**

RETURNED

SEP 17 2001

**E 1688423 B 2884 P 780
SHERYL L. WHITE, DAVIS CNTY RECORDER
2001 SEP 12 3:31 PM FEE .00 DEP SW
REC'D FOR CENTERVILLE CITY CORP**

*nw 1/4-18-27-1E
pt 03-001-0168*

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 Grantors, SFP-B, an Oregon limited partnership, 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 water pipelines, valves, valve boxes, fire hydrants and other utilities and distribution structures and 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:

A 15-foot wide permanent easement located in the Northwest Quarter of Section 18, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Davis County, State of Utah, more fully described as follows:

Beginning at a point on the east right-of-way line of the Interstate 15 Frontage Road, said point being North 89°40'15" East 342.64 feet along the section line and South 00°13'44" West 208.22 feet along said east right-of-way line from the Davis County monument found marking the Northwest Corner of Section 18, Township 2 North, Range 1 East, Salt Lake Base and Meridian and thence East 215.06 feet; thence South 27.71 feet; thence West 15.00 feet; thence North 12.71 feet; thence West 200.12 feet to said east right-of-way line; thence North 00°13'44" East 15.00 feet to the point of beginning. Said easement encompasses 0.08 acre or 3,416 square feet, more or less.

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(s) and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

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IN WITNESS WHEREOF, the Grantor has executed this right-of-way and Easement this 21st day of August, 2001.

SFP-B, an Oregon Limited Partnership

Tom Freedman
Tom Freedman, President of SSC-B, Inc.,
an Oregon corporation, its General Partner

STATE OF Oregon)
~~UTAH~~)
COUNTY OF Crook) :ss.

On the 31 day of August, 2001, personally appeared before me Tom Freedman, who being by me duly sworn, did say that he is the President of SSC-B, Inc., an Oregon corporation, its General Partner, and that he signed said instrument on behalf of said corporation.



Mary L. Cosgriffe
Notary Public

Accepted for Recordation by Centerville City
Steve H. Thacker
Steve H. Thacker, City Manager

9/11/01
Date

