

WHEN RECORDED, RETURN TO:  
c/o CITY RECORDER  
CENTERVILLE CITY CORPORATION  
250 NORTH MAIN  
CENTERVILLE, UT 84014-1824

RETURNED  
SEP 19 2001

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SHERYL L. WHITE, DAVIS CNTY RECORDER  
2001 SEP 19 11:13 AM FEE .00 DEP MEC  
REC'D FOR CENTERVILLE CITY

SW7 2n-1E  
02-026-0071

### 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 Centerville R.E. L.L.C., 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 and assigns, a public utility easement, located in Centerville City, in Davis County, Utah, for the purpose of constructing and maintaining thereon public utility facilities and appurtenant parts thereof. Said easement is described as follows:

A 7-foot wide PUE which is 7 feet North and parallel of the following described line:

Beginning at a point which is on the East right-of-way line of the Frontage Road which point is also North 89°40'15" East 345.12 feet along the section line and due North 35.40 feet from the Northwest Corner of Section 18, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence North 89°40'15" East 342.20 feet.

TO HAVE AND 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 offices, 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 benefit of any 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 4<sup>th</sup> day of September, 2001.

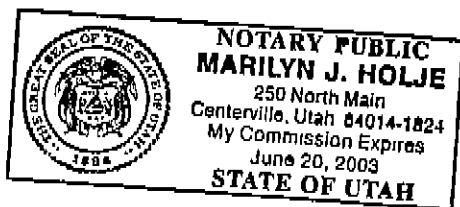
LAND ROVER CENTERVILLE R.E. L.L.C.,  
a limited liability company

*Dan R. Eastman*  
Dan R. Eastman, Co-Manager

STATE OF UTAH )  
COUNTY OF Davis ) :ss.

On the \_\_\_\_\_ day of September, 2001, personally appeared before me Dan R. Eastman, who being by me duly sworn, did say that he is the Co-Manager of Land Rover of Centerville, R.E. L.L.C., and that said instrument was signed in behalf of L.L.C. by authority of its bylaws and said Dan R. Eastman acknowledged to me that said L.L.C. executed the same.

*Marilyn J. Holje*  
NOTARY PUBLIC



Accepted for Recordation by Centerville City Corporation

*Steve H. Thacker*  
Steve H. Thacker, City Manager

9/13/01  
Date

word\honda1es.mt

