1 - Parrich Park

MAY 14 2009

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/14/2009 01:05 PM
FEE \$0.00 Pms: 2
DEP RTT REC'D FOR CENTERVILLE CITY

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

## STORM DRAINAGE EASEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors, **Scott and Julie Thompson**, owners of Centerville Dairy Queen, hereby grant, convey, sell, and set over unto **CENTERVILLE CITY**, a municipal corporation of the State of Utah, as Grantee, its successors, assigns, licensees and franchisees, a perpetual easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace storm drain pipelines and other public utility structures and facilities, hereinafter called the "Facilities," said 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 Drainage Easement being 7.5 feet on each side of the following described centerline. Beginning at a point which is S 0°21'21" W 36.00 feet along the boundary of Lot 1 of Parrish Park Subdivision in Centerville City, Davis County, Utah from the Northwest Corner of Lot 1 and running thence S 89°57'24" E 195.71 feet along a line which is parallel to and 36 feet south of the north boundary of said Lot 1 to a point which is S 0°06'27" W 36.00 feet from the Northeast Corner of said Lot 1.

02-107-0001

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, perpetually 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 Grantees' use thereof, or any other rights provided to the Grantee hereunder.

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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 easement this 14th day of \_\_\_\_\_\_, 2009.

**GRANTORS** 

SCOTT AND JULIE THOMPSON

Scott Thompson, Owner

Julia Thompson, Owner

STATE OF <u>Utah</u>)
COUNTY OF <u>Qaves</u>)

On the / 4tk day of \_\_\_\_\_\_\_\_, 2009, personally appeared before me Scott Thompson and Julie Thompson, the signer(s) of the foregoing instrument who duly acknowledged that they executed the same.



Accepted for Recordation by Centerville City

Marilyn Holje, Gity Recorder

Notary Public

Date