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RETURNED

WHEN RECORDED MAIL TO JUL 19 1996

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

All Cedar Springs Condo

EASEMENT

E 1262986 B 2024 P 1265  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1996 JUL 19 4:07 PM FEE .00 DEP REC  
REC'D FOR CENTERVILLE CITY

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, Cedar Springs Condominium Association, 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, flush, inspect, protect, install, remove and replace culinary 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 right-of-way and easement is more particularly described as follows:

PARCEL 1:

Beginning at a point at the intersection of the north right-of-way line of 115 North Street and the west right-of-way line of 70 West Street, said point being N 89°54' W 259.60 feet, S 0°06' W 138.82 feet and S 89°59' W 91.12 feet from the Northeast Corner of Lot 6, Block 21, BC Plat, Centerville Townsite Survey, and running thence S 81°00'27" W 157.68 feet; thence S 55°51'55" W 177.55 feet; thence N 83°11'30" W 247.61 feet, more or less, to a point on the Grantor's west property line; thence S 0°02' E 764.65 feet along said west property line; thence N 89°56'36" E 547.90 feet; thence North 133.42 feet; thence N 17°21' E 120.45 feet; thence N 0°04'25" W 31.50 feet, more or less, to a point on the south right-of-way line of 50 South Street; thence S 89°59' W 34.87 feet along said south right-of-way line; thence S 0°04'39" E 9.05 feet; thence S 17°21' W 137.55 feet; thence South 89.56 feet; thence S 89°56'36" W 159.65 feet; thence North 32.03 feet; thence West 25.0 feet; thence South 32.05 feet; thence S 89°56'36" W 275.54 feet; thence N 0°08'51" E 330.99 feet; thence East 212.29 feet; thence North 50.0 feet; thence West 212.16 feet; thence N 0°08'51" E 267.23 feet; thence S 83°11'30" E 212.66 feet; thence N 55°51'55" E 186.57 feet; thence N 81°00'27" E 134.89 feet to a point on the west right-of-way line of 70 West Street; thence N 0°02' W 60.73 feet along said west right-of-way line to the point of beginning. Contains 2.64 acres.

02-049-0001 thru 0202

PARCEL 2:

Beginning at a point on the west right-of-way line of 70 West Street, said point being N 89°54' W 259.60 feet, S 0°06' W 138.82 feet, S 89°59' W 91.12 feet and S 0°02' E 525.21 feet from the Northeast Corner of Lot 6, Block 21, BC Plat Centerville Townsite Survey; and running thence West 43.43 feet; thence South 40.0 feet; thence East 43.49 feet to a point on said west right-of-way line; thence N 0°02' W 40.0 feet along said west right-of-way line to the point of beginning. Contains 0.04 acre.

pt of above

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns perpetually 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 and/or maintenance periods, Grantee and its contractors may use such portions of the Grantor's property as may be reasonably necessary in connection with the construction, flushing or maintenance 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.

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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 right-of-way and Easement this 2<sup>nd</sup> day of July, 1996.

CEDAR SPRINGS CONDOMINIUM ASSOCIATION

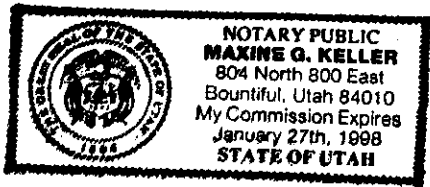
BY: *Ch. S. W...*  
Board of Directors, PRESIDENT

BY: *James A. Coe*  
Board of Directors SECRETARY

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

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On the 2 day of July, 1996, personally appeared before me Clarence Montgomery and Tanis Coe, who being by me duly sworn, did say that he/she is the President and Secretary, respectively, of the Cedar Springs Condominium Association, and that he/she signed the foregoing Right-of-Way and Easement on behalf of said Association and its owners by authority of its Declaration and By-Laws, and that said Association and its owners executed the same.



Maxine G. Keller  
NOTARY PUBLIC

My Commission Expires:

1-27-98

Residing at:

Bountiful, Utah 84010

Accepted for Recordation by Centerville City



Priscilla A. Todd  
Priscilla A. Todd, Mayor

7-16-96  
Date