

RETURNED

JUN 28 2001

WHEN RECORDED MAIL TO:

Centerville City
Attn: City Manager
250 North Main Street
Centerville, Utah 84014

NW 18 2N-1E

03-001-0165,0062

E 1671342 B 2837 P 350
SHERYL L. WHITE, DAVIS CNTY RECORDER
2001 JUN 28 11:49 AM FEE 56.00 DEP CY
REC'D FOR CENTERVILLE CITY

AGREEMENT

THIS AGREEMENT is made and entered into as of this 19th day of June

2001, by and among **CENTERVILLE CITY**, a Utah municipal corporation ("Centerville"),
BOUNTIFUL CITY, a Utah municipal corporation ("Bountiful"), and **PAGES PLACE, L.C.**,
a Utah limited liability company ("Developer").

WITNESSETH

WHEREAS, Developer owns a parcel or parcels of contiguous real property located partially within Centerville and partially within Bountiful, Davis County, State of Utah, consisting of approximately 7.00 acres, with approximately 2.50 acres within Centerville and approximately 4.50 acres within Bountiful, which property is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Developer desires to develop the Property in the future as a residential subdivision and desires to dispose of storm drain water from the Property into a combination of Centerville and Bountiful storm drain systems as more particularly provided herein; and

WHEREAS, no application has been submitted by Developer and no approval has been given by Centerville for rezoning or development of the Property or any portion thereof within Centerville; and

WHEREAS, Developer has submitted preliminary application to Bountiful for the development of a portion of the Property currently located within Bountiful; and

WHEREAS, Developer desires to disconnect that portion of the Property currently within the municipal boundary limits of Centerville into the municipal boundary limits of Bountiful; and

WHEREAS, Centerville desires to obtain a storm drain easement over, across and through Developer's Property for the purpose of constructing, installing and maintaining storm drain facilities in conjunction with Centerville's 800 South Storm Drain Project; and

WHEREAS, Centerville and Bountiful are willing to agree to accept and receive the storm water from the Property into Centerville and Bountiful storm drain systems and to reserve sufficient capacity therein for the storm water runoff and drainage from the Property subject to the terms and conditions set forth herein; and

WHEREAS, Bountiful is willing to agree to permit the storm water from that portion of the Property within Bountiful to be received into Centerville's storm drain system subject to the terms and conditions set forth herein; and

WHEREAS, Centerville and Bountiful are willing to initiate a boundary line adjustment adjusting their common boundaries to accommodate Developer's desire to disconnect that portion of the Property located within the municipal boundary limits of Centerville subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **On-Site Storm Drain Easement.** Developer shall grant to Centerville a twenty foot (20') wide storm drain easement over, through and across its Property as more particularly described in Exhibit "B," attached hereto and incorporated herein by this reference (the "On-Site

Storm Drain Easement"). Developer shall execute and deliver to Centerville such On-Site Storm Drain Easement concurrent with the execution of this Agreement in satisfactory recordable form substantially similar to that Easement set forth in Exhibit "C," attached hereto and incorporated herein by this reference.

2. **On-Site Temporary Construction Easement.** Developer shall grant to Centerville a Temporary Construction Easement extending five feet (5') on either side of the On-Site Storm Drain Easement over, through and across its Property as more particularly described in Exhibit "D," attached hereto and incorporated herein by this reference (the "On-Site Temporary Construction Easement") for the purpose of constructing and installing facilities within the On-Site Storm Drain Easement. Developer shall execute and deliver to Centerville such On-Site Temporary Construction Easement concurrent with the execution of this Agreement in satisfactory recordable form substantially similar to that Easement set forth in Exhibit "E," attached hereto and incorporated herein by this reference.

3. **Off-Site Storm Drain and Sewer Easement.** In conjunction with the negotiation of this Agreement and the development of the Centerville City 800 South Storm Drain Project, Centerville has negotiated for and recently obtained a storm drain easement over, through and across neighboring property currently owned by Air Products Manufacturing Corp. to provide access for storm drain facilities to the Property as more particularly provided for herein. Centerville shall utilize its best efforts to also acquire a sewer easement over, through and across the neighboring Air Products Manufacturing Corp. property to provide access for sewer facilities to the Property as more particularly provided for herein. Said sewer easement may be acquired by Centerville, as grantee, and/or by the South Davis Sewer District, as grantee. In the event

Centerville is able to acquire the sewer and storm drain easements over, through and across the neighboring property currently owned by Air Products Manufacturing Corp. to provide access for sewer and storm drain facilities to the Property as more particularly provided for herein, Developer shall pay ELEVEN THOUSAND ONE HUNDRED FIFTY AND NO/100THS DOLLARS (\$11,150) to Centerville representing half the value of the sewer and storm drain easements. Said amount shall be due and owing from Developer to Centerville within thirty (30) days from written notice from Centerville that Centerville is ready to award the bid for construction of the On-Site and/or Off-Site Storm Drain Improvements (as defined herein) and/or commence construction of such Improvements, when the Property, or any portion thereof, is granted approval for development by either Centerville or Bountiful, or three (3) years from the date of this Agreement, whichever is sooner.

4. **Off-Site Storm Drain Improvements.** Centerville shall design and construct storm drain improvements and related facilities required to be constructed from the Frontage Road to the Property's western boundary line, in accordance with the approved Construction Drawings for the 800 South Storm Drain Project (the "Off-Site Storm Drain Improvements").

5. **On-Site Storm Drain Improvements.** Centerville shall design and construct storm drain improvements and related facilities required to be constructed from the Property's western boundary to 400 West in accordance with the approved Construction Drawings for the 800 South Storm Drain Project, which improvements shall include an up-sized 36" storm drain pipe to handle increased flow and capacity (the "On-Site Storm Drain Improvements").

Developer shall pay FIFTEEN THOUSAND AND NO 100/THS DOLLARS(\$15,000) to Centerville, representing the estimated costs of the design and construction of a 15" storm drain

pipe and related storm drain facilities from the Property's western boundary to 400 West. It is acknowledged that Centerville will actually be constructing a 36" storm drain pipe and related facilities but Developer will only be responsible for paying for the costs of a 15" storm drain pipe and related facilities. Such estimated costs are set forth in Exhibit "F," attached hereto and incorporated herein by this reference. Centerville and Knowlton hereby agree that said estimated costs are a reasonable estimate of the costs of such improvements. Said amount shall be due and owing from Developer to Centerville within thirty (30) days from written notice from Centerville that Centerville is ready to award the bid for construction of the On-Site and/or Off-Site Storm Drain Improvements (as defined herein) and/or commence construction of such Improvements, or when the Property, or any portion thereof, is granted approval for development by either Centerville or Bountiful, whichever is sooner.

6. **Off-Site Sewer Improvements.** Centerville shall design the sanitary sewer improvements and related facilities to be constructed from the Frontage Road to the Property's western boundary line, in accordance with the approved Construction Drawings for the 800 South Storm Drain Project (the "Off-Site Sewer Improvements"). Developer shall construct, or cause to be constructed, the Off-Site Sewer Improvements required to be constructed from the Frontage Road to the Property's western boundary line, in accordance with the approved Construction Drawings for such improvements. Within thirty (30) days from the execution of this Agreement, Developer shall reimburse Centerville for the cost of design and engineering of the Off-Site Sewer Improvements in the amount of TWO THOUSAND THREE HUNDRED EIGHTY AND NO 100/THS DOLLARS(\$2,380). Said costs shall include presentation of the Construction Drawings to the Sewer District for their review and comments. Developer shall coordinate with Centerville

for the construction and installation of the Off-Site Sewer Improvements to coincide with the construction and installation of the Off-Site Storm Drain Improvements.

7. **Compliance with Centerville City Standards.** All Sewer and Storm Drain Improvements constructed pursuant to the terms of this Agreement shall be designed and constructed in accordance with Centerville City ordinances, rules, regulations and standards and applicable standards, regulations and specifications of the South Davis Sewer District. Centerville hereby agrees to provide a copy of the approved Construction Drawings for the Storm Drain Improvements to Bountiful for its review and comment.

8. **Ownership and Maintenance of Storm Drain Improvements.** Except as otherwise provided herein, it is expressly agreed by the parties hereto that the Storm Drain Improvements shall be owned and maintained by the city within which such Improvements are located. Centerville hereby agrees to retain maintenance and ownership responsibilities regarding the Off-Site Storm Drain Improvements over, through and across the Air Products Manufacturing Corp. property in accordance with that certain Grant of Easements and Maintenance and Indemnification Agreement dated March 14, 2001, and recorded at Entry No. 1660749, Book 2807 and Page 734 with the Davis County Recorder's Office.

9. **Acceptance of Water.** Upon completion of the Off-Site and On-Site Storm Drain Improvements in accordance with the terms and conditions of this Agreement, Centerville and Bountiful agree to receive and accept storm and surface water drainage from the Property into the cities' respective storm drain systems and to reserve sufficient capacity therein for such water from the Property, and any further development of the Property. Acceptance of such water from the Property shall be perpetual, until otherwise agreed to in writing by Centerville and Bountiful.

No other property which is not included as part of the Property described in Exhibit "A," shall be connected to Centerville or Bountiful storm drain systems or the Property's storm drain facilities without prior written approval of Centerville and Bountiful. In addition to other remedies for default, in the event Developer does not comply with any of the terms and conditions of this Agreement, Centerville and Bountiful shall not be obligated to accept water from the Property or to permit Developer to dispose of any such water from the Property into Centerville or Bountiful storm drain systems until and unless full compliance with the terms and conditions of this Agreement is performed and satisfied by Developer.

10. Impact Fee. Storm drain impact fees due and owing from Developer for development of the Property, including any and all portions of the Property within Bountiful, shall be required to be paid to Centerville in accordance with Centerville City Ordinances and Fee Schedule at the time the Property is developed.

11. Future Development. It is expressly acknowledged by the parties that Developer has not submitted an application for rezone or development of the Property or any portion thereof within Centerville and that no approval has been given by Centerville for any rezone or development of the Property or any portion thereof within Centerville at this time. Any development of the Property, or any portion thereof, shall require further zoning, subdivision and/or site plan approval from Centerville and/or Bountiful. Nothing herein shall be deemed an approval of or guarantee of such future rezoning or development of the Property. Except as otherwise provided herein, Developer shall be required to design and construct, at Developer's sole cost and expense, all required public improvements necessary for development of the

Property at the time such Property is developed. Any development of the Property shall comply with applicable ordinances, rules, regulations and standards.

12. **Boundary Line Adjustment.** Upon execution of this Agreement, Centerville and Bountiful are willing to initiate a boundary line adjustment adjusting their common boundary to accommodate Developer's desire to disconnect that portion of the Property located within the municipal boundary limits of Centerville subject to the terms and conditions of this Agreement. The parties expressly agree that neither Centerville nor Bountiful is obligated to approve the boundary line adjustment as proposed, but acknowledge that such parties will utilize their best efforts, to the extent permitted by law, to accomplish the boundary line adjustment. Developer hereby agrees to pay Centerville an administrative fee for the cost of initiating and processing such boundary line adjustment in the amount of THREE HUNDRED AND NO/100THS DOLLARS (\$300.00). Such administrative fee shall be paid to Centerville concurrent with the execution of this Agreement. Developer shall prepare and provide to Centerville and Bountiful the legal description, survey and/or boundary plat of the proposed boundary line adjustment as required for completing the boundary line adjustment in accordance with State law requirements. Developer shall reimburse Centerville and Bountiful for all direct and actual publication, noticing, and recording costs incurred by the cities in connection with the boundary line adjustment. Such fees shall be due and owing to the cities within thirty (30) days from the date of written invoice and shall be due and owing whether or not the boundary line adjustment is approved.

13. **Assignment and Assumption of On-Site Storm Drain Easement and Improvements.** In the event that portion of the Property currently located in Centerville is deannexed from Centerville and officially included within the recorded boundaries of Bountiful,

Centerville and Bountiful hereby agree to enter into an assignment and assumption agreement regarding the On-Site Storm Drain Easement and Storm Drain Improvements therein whereby Centerville agrees to assign the On-Site Storm Drain Easement and rights to the Storm Drain Improvements therein to Bountiful and Bountiful agrees to accept such Easement and Storm Drain Improvements therein and to assume all rights and responsibilities regarding ownership and maintenance of the same.

14. Additional Storm Drain Easement. Developer hereby agrees to provide a storm drain easement over, across and through its Property for the benefit of property located adjacent to and north of Developer's Property. The location of said easement shall be determined at the time the Property is developed and shall provide sufficient access to facilities and improvements for storm drainage from the Adjacent Property.

15. Notices. Any notices required or desired to be given hereunder shall be in writing and shall be delivered personally upon the party for whom intended or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below.

To Centerville:

Centerville City
Attn: City Manager
250 North Main Street
Centerville, Utah 84014

To Bountiful:

Bountiful City
Attn: City Manager
790 South 100 East
P.O. Box 369
Bountiful, Utah 84011

To Developer:

E 1671342 B 2837 P 359

Pages Place, L.C.
1636 South 200 West
Bountiful, Utah 84010

16. **Binding.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, officers, agents, employees, representatives, successors and assigns. Provisions of this Agreement shall run with the land and shall be binding upon all owners of the Property. This Agreement shall be recorded within the Davis County Recorder's Office.

17. **No Fiduciary Relationship Created.** Nothing contained in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

18. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and no other promises or understandings pertaining to the subject matter hereof shall be binding upon the parties hereto unless set forth herein.

19. **Amendments.** This Agreement may be amended only in writing signed by the parties hereto.

20. **Default.** In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, then within thirty (30) days after giving written notice of default the non-defaulting party or parties may, at its or their election, have all the rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages. All remedies shall be cumulative.

21. Severability. If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by and through their respective duly authorized representatives as of the day and year first set forth above.

ATTEST:

CENTERVILLE CITY

Marilyn Hoge
Centerville City Recorder

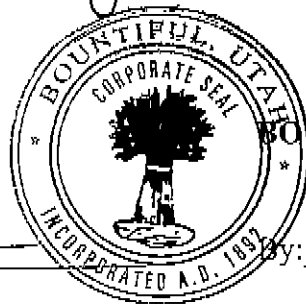
By: Frank W. Hirschi
Mayor Frank W. Hirschi



ATTEST:

BOUNTIFUL CITY

King J. Cushman
Bountiful City Recorder



By: John R. Cushing
Mayor John R. Cushing

"DEVELOPER"
PAGES PLACE, L.C.

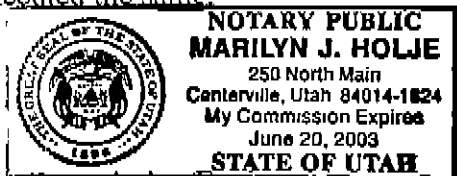
By: [Signature]
Its: Member

By: Michael Shafer
Its: Member

CENTERVILLE CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : SS
COUNTY OF DAVIS)

On the 19th day of June, 2001, personally appeared before me FRANK W. HIRSCHI, who being duly sworn, did say that he is the Mayor of CENTERVILLE CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.



Marilyn J. Holje
NOTARY PUBLIC

My Commission Expires:

6-20-2003

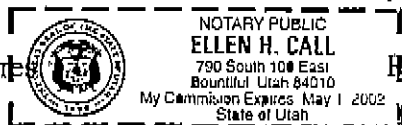
Residing at:

Centerville UT

BOUNTIFUL CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : SS
COUNTY OF DAVIS)

On the 12th day of June, 2001, personally appeared before me JOHN R. CUSHING, who being duly sworn, did say that he is the Mayor of BOUNTIFUL CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.



My Commission Expires:

5-1-02

Ellen H. Call
NOTARY PUBLIC

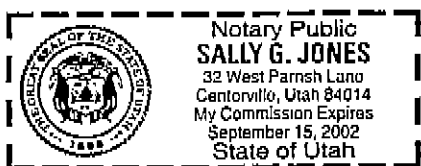
Residing at:

Davis County

DEVELOPER'S ACKNOWLEDGMENT

STATE OF UTAH)
)
) :ss.
)
COUNTY OF Salt Lake)

On the 14 day of June, 2001, personally appeared before me Brian Knowlton and Michael Schafir who being by me duly sworn did say that he/she/they are the managing members of **PAGES PLACE, L.C.**, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.



Sally Jones
Notary Public

My Commission Expires:

Residing at:

Sept. 15, 2002

381 E. Broadway, SLU. ut. 84111

EXHIBIT "A"

**PROPERTY
LEGAL DESCRIPTION**

Centerville City's 2.50 acres

Beginning 11.36 CHS E, 10.35 CHS N and 490.21 FT E FR the SW Corner of the NW $\frac{1}{4}$ of Sec 18-T2N-R1E, SLM; and run thence N 0°04'25" E 345.18 ft., M/L, TH E 53.63 ft., M/L, thence S 0°28' W 112 ft.; thence N 89°14' E 388 ft.; thence S 0°28' W 233.84 ft. to south boundary line of Centerville City; thence S 89°14' W along said boundary 441.71 ft, M/L, to the point of beginning. Contains 2.50 acres.

Bountiful City's 4.50 acres

Beginning at a point which is S 89°39'48" E 1238.52 feet and North 87.82 feet from the West Quarter of Section 18, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence N 00°09'37" E a distance of 61.35 feet; thence N 00°04'25" E a distance of 542.20 feet to a point on the Bountiful City Corporate limits line; thence along said City limit line, S 89°52'51 E a distance of 456.08 feet to a point on the west right of way line of 200 West Street; thence along said right of way, S 00°06'19 W a distance of 287.54 feet; thence leaving said right of way line N 89°49'00" W a distance of 250.12 feet; thence South a distance of 316.52 feet; thence N 89°37'25" W a distance of 184.32 feet to the point of beginning. Contains an area of 196,146 sq. ft 4.50 acres, more or less.

(This legal description is subject to a survey--it doesn't match adjacent properties)

NW 1/4 2N-1E
pt 03-001-0165

EXHIBIT "B"

**ON-SITE STORM DRAIN EASEMENT
LEGAL DESCRIPTION**

Located in the W Quarter of Section 18, T2N,R1E, SLB&M

Beginning at the intersection of the existing westerly right-of-way line of 400 West Street in Centerville City and the boundary line between Bountiful City and Centerville City, which point is 673.14 feet N 00°20'34" W along the section line and 1699.62 feet East from the West Quarter Corner of Section 18; and running thence N 89°39'48" W 456.18 feet along said boundary line to the westerly boundary line of said entire tract; thence N 00°04'25" E 20.00 feet along said westerly boundary line; thence S 89°39'48" E 456.20 feet to said westerly right of way line of 400 West Street; thence S 00°06'55" W 20.00 feet along said westerly right of way line to the point of beginning. The above described part of an entire tract contains 0.210 acre of 9,124 square feet.

NW 18 2N-1E
pt 03-001-0062

EXHIBIT "C"
ON-SITE STORM DRAIN EASEMENT

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

E 1671342 B 2837 P 366

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, Pages Place L.C., a limited liability company, hereby grant, convey, sell, and set over unto Centerville City, a municipal corporation of the State of Utah, as Grantee, its successors and assigns, a perpetual public storm drain easement, upon part of an entire tract of property, in the SW1/4 NW1/4 and the SE1/4 NW1/4 of Section 18, T.2.N., R.1.E., S.L.B.& M., in David County, Utah, for the purpose of constructing and maintaining thereon public utility facilities and appurtenant parts thereof. The boundaries of said part of an entire tract of property are described as follows:

*NW 18 2N-1E
PT D3-001-0062*

Beginning at the intersection of the existing westerly right-of-way line of 400 West Street in Centerville City and the boundary line between Bountiful City and Centerville City, which point is 673.14 feet N 00°20'34" W along the section line and 1699.62 feet East from the West Quarter Corner of Section 18; and running thence N 89°39'48" W 456.18 feet along said boundary line to the westerly boundary line of said entire tract; thence N 00°04'25" E 20.00 feet along said westerly boundary line; thence S 89°39'48" E 456.20 feet to said westerly right of way line of 400 West Street; thence S 00°06'55" W 20.00 feet along said westerly right of way line to the point of beginning. The above described part of an entire tract contains 0.210 acre or 9,124 square 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 ___ day of June, 2001.

PAGES PLACE L.C.

Brian Knowlton, Managing Member

Michael Schafir, Member

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the ___ day of June, 2001, personally appeared before me Brian Knowlton, who being by me duly sworn, did say that he is the managing member, of Pages Place L.C., a limited liability company, and that he signed said instrument on behalf of said corporation.

NOTARY PUBLIC

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the ___ day of June, 2001, personally appeared before me Michael Schafir, who being by me duly sworn, did say that he is a member, of Pages Place L.C., a limited liability company, and that he signed said instrument on behalf of said corporation.

Accepted for Recordation by Centerville City Corporation

Steve H. Thacker, City Manager

Date

EXHIBIT "D"

ON-SITE TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

Beginning at a point in the existing westerly right of way line of 400 West Street in Centerville City, which point is 693.14 feet N 00°20'34" W along the section line and 1699.78 feet East from the West Quarter Corner of Section 18 (Note: said point of beginning is 20.00 feet N 00°06'55" E along said westerly right of way line from the intersection of the said westerly right of way line and the boundary line between Bountiful City and Centerville City); and running thence N 89°39'48" W 456.20 feet to the westerly boundary line of said entire tract; thence N 00°04'25" E 25.00 feet along said westerly boundary line; thence S 89°39'48" E 456.22 feet to said existing westerly right of way line fo 400 West Street; thence S 00°06'55" W 25.00 feet along said existing westerly right of way line to the point of beginning. The above described part of an entire tract of land contains 0.262 acre or 11,405 square feet.

NW 18 2N-1E
pt 03-001-0062

EXHIBIT "E"

ON-SITE TEMPORARY CONSTRUCTION EASEMENT

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

E 1671342 B 2837 P 370

TEMPORARY 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, Pages Place L.C., a limited liability company, hereby grant, convey, sell, and set over unto Centerville City, a municipal corporation of the State of Utah, as Grantee, its successors and assigns, a temporary construction easement, upon part of an entire tract of property, in the SW 1/4NW1/4 and the SE1/4NW1/4 of Section 18, T.2.N., R.1.E., S.L.B.& M., in Davis County, Utah, for the purpose of facilitating construction of public utility facilities and appurtenant parts thereof. The boundaries of said part of an entire tract of property are described as follows:

Beginning at a point in the existing westerly right of way line of 400 West Street in Centerville City, which point is 693.14 feet N 00°20'34" W along the section line and 1699.78 feet East from the West Quarter Corner of Section 18 (Note: said point of beginning is 20.00 feet N 00°06'55" E along said westerly right of way line from the intersection of the said westerly right of way line and the boundary line between Bountiful City and Centerville City); and running thence N 89°39'48" W 456.20 feet to the westerly boundary line of said entire tract; thence N 00°04'25" E 25.00 feet along said westerly boundary line; thence S 89°39'48" E 456.22 feet to said existing westerly right of way line of 400 West Street; thence S 00°06'55" W 25.00 feet along said existing westerly right of way line to the point of beginning. The above described part of an entire tract of land contains 0.262 acre or 11,405 square 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.

100118 2A-1E
AT 03-001-0062

This easement shall expire upon completion of the construction of said project or ___ years after the date of the execution of the within instrument, whichever first occurs.

E 1671342 B 2837 P 371

IN WITNESS WHEREOF, the Grantor has executed this right-of-way and Easement this ___ day of June, 2001

PAGES PLACE L.C.

Brian Knowlton, Managing Member

Michael Schafir, Member

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the ___ day of June, 2001, personally appeared before me Brian Knowlton, who being by me duly sworn, did say that he is the managing member, of Pages Place L.C., a limited liability company, and that he signed said instrument on behalf of said corporation.

NOTARY PUBLIC

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the ___ day of June, 2001, personally appeared before me Michael Schafir, who being by me duly sworn, did say that he is a member, of Pages Place L.C., a limited liability company, and that he signed said instrument on behalf of said corporation.

NOTARY PUBLIC

Accepted for Recordation by Centerville City Corporation

Steve H. Thacker, City Manager

Date

wordlesment2.bk

EXHIBIT "F"

**ENGINEER'S ESTIMATES FOR
DEVELOPER'S COSTS FOR ON-SITE STORM DRAIN IMPROVEMENTS
(15" PIPE ESTIMATE)**

- MICROFILM MEMO -
 LEGIBILITY OF TYPING OR PRINTING
 UNSATISFACTORY IN THE DOCUMENT
 WHEN FILMED.



ESI Engineering, Inc.
 Consulting Engineers & Land Surveyors
 3500 South Main, Suite 206
 Salt Lake City Utah 84115
 Phone 263-1752 FAX 263-1780

PROJECT KNOWLTON DEV.
12 000 SD. 400W.
 OWNER CENTERVILLE CITY
 ESTIMATED BY FE DATE 7/14/01 PROJECT NO. 01-222
 CHECKED BY _____ DATE _____

SHEET NO. 1
 OF 1

ENGINEERING ESTIMATE

E 1671342 B 2837 P 373

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
	15" RCP COST STUDY				
	EA-EN ON 2001 BICS ?				
1	15" RCP MATERIALS	LF	455	\$3.95	\$1,807.25
2	15" RCP LABOR/EQUIP	LF	455	\$7.50	\$3,412.50
3	SEWER ROCK	CY	40	15.00	600.00
4	BACK FILL	CY	40	10.00	400.00
5	60" MANHOLE	EA	1	\$200.00	200.00
	SUBTOTAL				\$10,420.75
6	ENGINEERING	LS	—	—	1,113.25
	TOTAL				\$11,534.00
7	Allowance for higher labor (#2)	LF	455	\$7.50	3413
	36" RCP UP SIZING Adj. Total				14,947 *
1	36" RCP MATERIALS	LF	455	29.24	13,305.80
2	36" RCP LABOR/EQUIP	LF	455	9.80	4,459.00
3	SEWER ROCK	CY	40	15.00	600.00
4	BACK FILL	CY	40	10.00	400.00
5	60" MANHOLE	EA	1	2000	2000
	SUBTOTAL				\$20,764.80
6	ENGINEERING	LS	—	—	2,076.00
	TOTAL				\$22,840.80