

RETURNED
APR 06 2010

2521129
BK 4997 PG 862

10/4

apt 02-024-0020

E 2521129 B 4997 P 862-865
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/06/2010 01:59 PM
FEE \$0.00 Pgs: 4
DEP RT REC'D FOR CENTERVILLE CITY

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

**McDONALD'S
STORM DRAINAGE EASEMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor, **McDONALD'S REAL ESTATE COMPANY**, a Delaware Corporation, hereby grants, conveys, and sets 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, 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 as follows:

A 20-foot wide strip of land located in the Northwest Quarter of Section 7, Township 2 North, Range 1 East, Salt Lake Base & Meridian, Davis County, Utah, described as follows:

Beginning at a point on the west line of property described in that certain Warranty Deed recorded April 01, 1985, as Entry No. 698245 in Book 1028 at Page 1127 of the Davis County Records, said point being S 00°05'33" E 1,840.50 feet along the west line of Sec. 7, Township 2 North, Range 1 East, Salt Lake Base & Meridian and N 89°56'49" E 351.85 feet from the Northwest Corner of said Section 7, and thence N 89°53'46" E 71.65 feet to the east line of said property and a point on the arc of a 858.51 foot radius non-tangent curve to the left, the center of which bears N 58°37'16" E; thence along said east line the following two courses: 1) Southeasterly 19.24 feet along said curve through a central angle of 01°17'02" and a long chord of S 32°01'15" E 19.24 feet and 2) S 32°39'46" E 4.36 feet; thence S 89°53'46" W 79.65 feet to said west line; thence N 12°50'38" W 20.50 feet to the point of beginning. Said easement encompasses 1,511 square feet or 0.03 acres, more or less.

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.

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. All utility companies, including the City, will be bound to restore fully any and all impacts that may occur within the easement, including the existing building located in the southwest corner of the property if and when they enter the easement area to work or install utilities.

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 storm drainage easement this 30th day of March, 2010

GRANTOR

**McDONALD'S REAL ESTATE COMPANY
A DELAWARE CORPORATION**

By: 

Its: Vice President

ACKNOWLEDGMENT

STATE OF Illinois)
) SS.
 COUNTY OF DuPage)

On the 30th day of March, 2010, personally appeared before me Catherine A Griffin, who being by me duly sworn, did say that he/she is the Vice President of McDonald's USA, LLC, a Delaware Corporation, and that said instrument was signed in behalf of said corporation by authority of its bylaws (or by a resolution of its Board of Directors) and that said corporation executed the same.



Kimberly E Calabrese
 Notary Public

McDonald's Real Estate Company
 Accepted for Recordation by Centerville City

Marilyn Holje
 Marilyn Holje, City Recorder

4-1-10
 Date



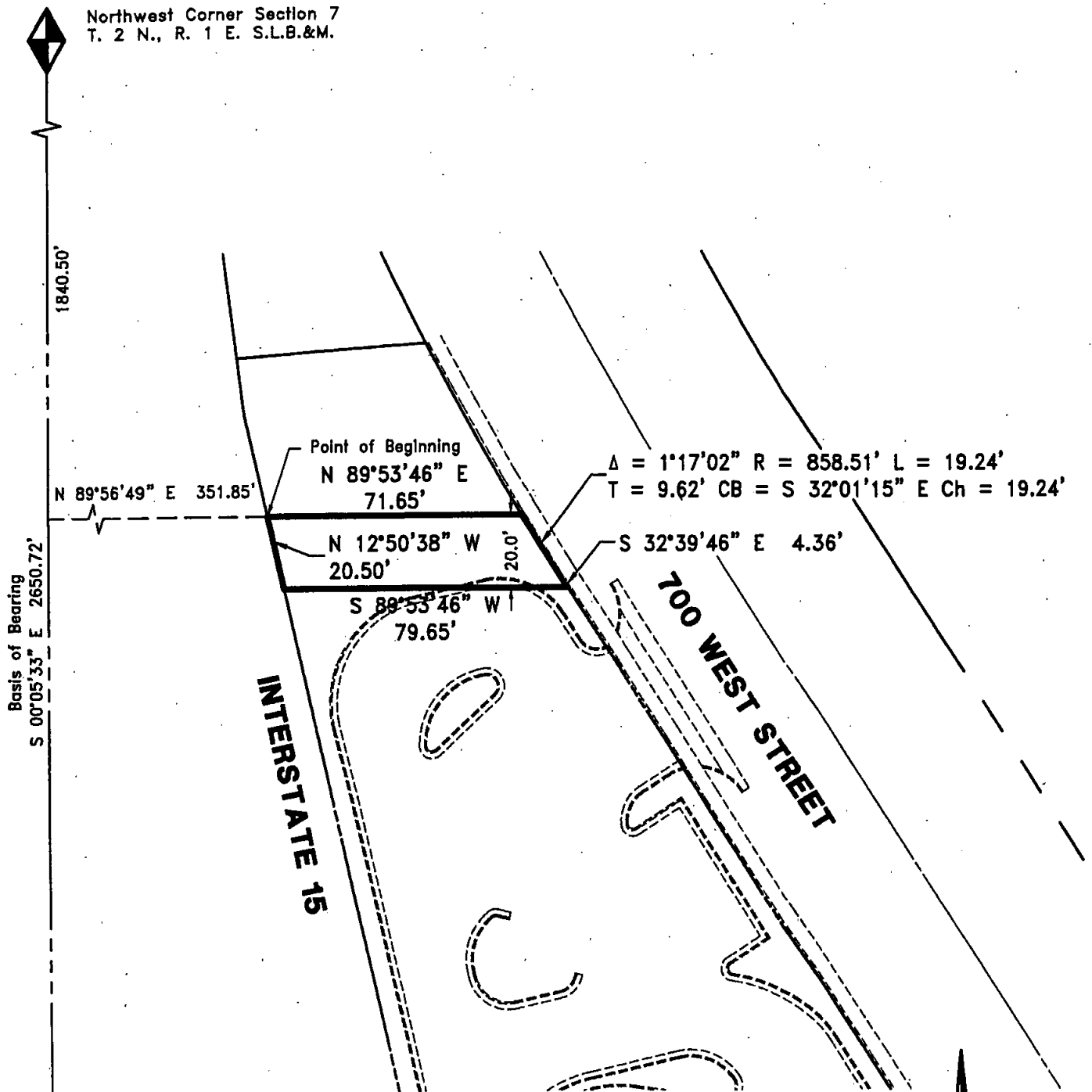


EXHIBIT A

Storm Drain Easement
529 North 700 West
Centerville, Utah

NW 1/4 of Section 7, T2N, R1E,
S.L.B.&M.

West 1/4 Corner Section 7
T. 2 N., R. 1 E. S.L.B.&M.

