

NW 7-211-18

THIS EASEMENT AGREEMENT, dated 10th day of January, 1985, is between McDONALD'S CORPORATION, a Delaware corporation ("Grantor"), and THE CITY OF CENTERVILLE, UTAH ("Grantee"). The following statements are a material part of this agreement:

A. Grantor is, or will be at the time of recording of this document, the owner of Parcel 1 described in Exhibit A, attached.

B. Grantor wishes to grant, and Grantee wishes to receive, certain easements over, under and across a portion of Parcel 1, described as Parcel 2 on Exhibit B.

THEREFORE, in consideration of TEN AND NO/100THS DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, covenants and restrictions are made:

1. WATERLINE EASEMENT

Grantor grants and conveys to Grantee a perpetual, non-exclusive easement appurtenant to Parcel 1 for the purpose of installing, operating, maintaining, repairing, replacing a waterline over, along, under, in and across Parcel 2 described in Exhibit B, attached.

2. USE OF EASEMENT AREAS

Grantee will have the right of ingress and egress across Parcel 1 for any purpose granted and such ingress and egress will be exercised in a reasonable manner. Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the easements, and no change of grade elevation or any excavation shall be performed without prior written approval of Grantee, which approval shall not be unreasonably withheld, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

3. ADDITIONS TO DOMINANT TENAMENT

The easements shall also be appurtenant to any land that may hereafter come into common ownership with Parcel 1. An area physically separate from Parcel 1 but having access to it by means of public ways or private easements, rights or licenses is deemed to be contiguous to Parcel 1.

4. WARRANTIES OF TITLE

Grantor warrants that he has good and indefeasible fee simple title to the easement premises; that Grantor has the full right and lawful authority to grant these easements, that Grantor will defend and indemnify Grantee against all lawful claims, and that Grantee shall and may peaceably have, hold and enjoy the easements.

5. RUNNING OF BENEFITS

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the parties.

BOOK 1029

RECORDED AT REQUEST OF

U.S. Title

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PAGE 325
EN ✓ FT A3

DAVIS DEAN PAGE
DAVIS COUNTY RECORDER
DEPUTY BD FEE 9.50

6. ATTORNEY'S FEES

Any party may enforce this instrument by appropriate action and should it prevail in such litigation, it shall recover as part of its cost reasonable attorney's fees.

7. CONSTRUCTION

The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to Grantee is carried out.

8. NOTICE:

Grantor's address is McDonald's Corporation, Real Estate/Legal Department, One McDonald's Plaza, Oak Brook, Illinois 60521, attention: Director, Real Estate/Legal Department and Grantee's address is City of Centerville, Utah, 521 North 400 West, Centerville, Utah 84014, attention: Mark Palesh, City Manager. Any party may lodge written notice of a change of address. All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.

TO INDICATE THEIR CONSENT TO THIS AGREEMENT, Grantor and Grantee, or their authorized representatives or officers, have signed this document.

GRANTEE: THE CITY OF CENTERVILLE, UTAH GRANTOR: McDONALD'S CORPORATION

By: John D. Bunn ^{SE}
Vice President

Suzanne Blodgett

ATTEST:

By: Michael J. Bide
MICHAEL J. BIDE
Manager of Real Estate Legal Department

WITNESS:

WITNESS:

Suzanne Blodgett

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A, B)

Exhibit A: legal description of Grantor's property
Exhibit B: legal description of the easement parcel

McDONALD'S
(ACKNOWLEDGEMENT)

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STATE OF ILLINOIS
COUNTY OF Du PAGE SS:

I, Ercie Berwick, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Seymour Greenman, Vice President, and Michael J. Sise, Director, Real Estate Legal Department, of McDonald's Corporation, a Delaware corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President, and, Director, Real Estate Legal Department, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Vice President and Director, Real Estate Legal Department, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 16th day of January, 19 85.

Ercie Berwick
Notary Public

My commission expires July 11, 1986.

(ACKNOWLEDGEMENT—INDIVIDUAL)

STATE OF
COUNTY OF SS:

I, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that and of who (is) (are) personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he) (they) signed, sealed and delivered the said instrument as (h) (their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this day of 19.

Notary Public

(ACKNOWLEDGEMENT—CORPORATE)

STATE OF
COUNTY OF SS:

I, Neil J. Null, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Neil L. Blackburn, President, and Suzanne B. Wright, Assistant Secretary of Centerville City Corp. a corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such they President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such they President and Assistant Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 5th day of February, 19 85.

Neil J. Null
Notary Public

MY COMMISSION EXPIRES 1-25-88

07-024-002

Beginning at a point on the westerly line of a frontage road at a point S $0^{\circ}05'33''$ E 2288.91 feet along the section line and N $89^{\circ}56'49''$ E 699.05 feet from the Northwest Corner of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence N $28^{\circ}59'08''$ W 152.76 feet along said west line of frontage road to a highway right of way monument; thence continuing along said westerly line of the frontage road N $32^{\circ}39'46''$ W 129.74 feet; thence S $88^{\circ}47'05''$ W 154.81 feet to the easterly no access/right of way line of Interstate 15; thence along said right of way line two courses as follows: S $12^{\circ}45'28''$ E 148.63 feet to a R/W monument; thence S $13^{\circ}28'55''$ E 97.52 feet; thence leaving said right of way line N $89^{\circ}56'49''$ E 243.27 feet to the point of beginning. Containing 1.123 acres.

EXHIBIT A

Beginning at a point on the Westerly line of a frontage road at a point South $0^{\circ}05'33''$ East 2288.91 feet along the section line and North $89^{\circ}56'49''$ East 699.05 feet from the Northwest corner of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian, said point being the Southeast corner of grantor's parcel and running South $89^{\circ}56'49''$ West 182.81 feet along the southerly line of said parcel, thence North $84^{\circ}19'50''$ East 174.22 feet to the easterly line of said parcel, thence South $28^{\circ}59'08''$ East 19.48 feet to the point of beginning. Contains 0.036 acres.