

E 3051438 B 6870 P 624-628
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/13/2017 01:31 PM
FEE \$0.00 Pas: 5
DEP RTT REC'D FOR CENTERVILLE CITY

WHEN RECORDED, MAIL TO:

Centerville City
Attn: City Recorder
250 North Main
Centerville, Utah 84014

RETURNED
OCT 13 2017

Affects Parcel No.: 02-095-⁰¹⁰⁸~~0057~~

PEDESTRIAN ACCESS AND SIDEWALK EASEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor, **QQ UTAH 3, LLC**, hereby grants, conveys, sells and sets over unto **CENTERVILLE CITY**, a municipal corporation of the State of Utah, as Grantee, its successors, assigns, licensees, franchisees, and public utilities (collectively referred to as Grantee), a perpetual pedestrian access and sidewalk easement to install, maintain, operate, repair, inspect, protect, remove, replace, and relocate sidewalk and pedestrian access facilities and related improvements, 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 easement is more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference.

To have and to hold the same unto said Grantee, 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, remove, replace, and relocate said Facilities. During construction periods, Grantee and its contractors may use such portions of the property along and adjacent to said right-of-way and easement 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 Grantee's use thereof, or any other rights provided to the Grantee hereunder.

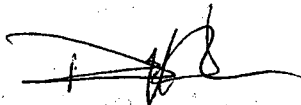
Grantor shall not build or construct, or permit to be built or constructed, any building or other improvement over or across said right-of-way and easement, nor change the contour thereof, without the written consent of Grantee. Pursuant to Utah law, if the property owner places buildings or improvements to land that interfere with the easement rights granted herein, the property owner shall bear the risk of loss or damage to those improvements resulting from the exercise of the easement rights granted herein.

This easement grant shall run with the land and shall be binding upon and inure to the benefit of the Grantor and Grantee and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this right-of-way and easement this 12 day of OCTOBER, 2017.

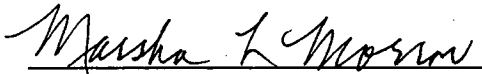
"GRANTOR"

QQ UTAH 3, LLC

By:  _____

Its: M.M. _____

Accepted for Recordation by Centerville City:



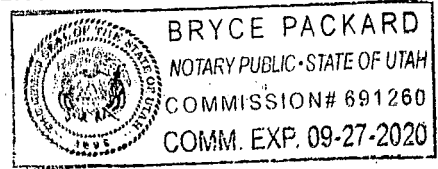
Marsha L. Morrow, City Recorder

10-13-2017

Date

QQ UTAH 3, LLC ACKNOWLEDGMENT

STATE OF UTAH)
)
:ss
COUNTY OF Utah)



On the 12 day of October, 2017, personally appeared before me _____, who being by me duly sworn, did say that (s)he is the Managing Member of **QQ UTAH 3, LLC**, a limited liability company, that the limited liability company is the legal property owner of record of the property subject to this easement, and that the foregoing instrument was duly authorized by the limited liability company by authority of its operating agreement and signed in behalf of said limited liability company.

[Signature]

Notary Public

My Commission Expires:
9-27-2020

Residing at:
Springville.

Exhibit A



Legal Description of Sidewalk and Pedestrian Access Easement

A parcel of land located in Lot 1, Block "B", Big Creek Plat, Centerville Townsite Survey also located in Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian, being further described as follows:

Beginning at the a point being South 89°57'24" East 12.12 feet from the Northwest Corner of Lot 1 of the Parrish Park Subdivision, said point also being North 89°57'24" West 1777.27 feet along the monument Line of Parrish Lane(400 North) and North 199 feet from the Centerline Monument at the intersection of Parrish Lane(400 North) and Main Street;

Thence North 34.29 feet;

Thence North 4°34'35" West 59.43 feet;

Thence 4.24 feet along the arc of a 18 foot radius curve to the Left thru a central angle of 13°29'56" (Chord bears North 11°19'32" W 4.23 feet);

Thence North 18°04'30" West 20.19 feet;

Thence North 00°08'22" East 8.14 feet;

Thence South 89°57'24" East 3.64 feet;

Thence South 18°04'30" East 26.79 feet;

Thence 5.65 feet along the arc of a 24 foot radius curve to the right thru a central angle of 13°29'56" (Chord bears South 11°19'32" East 5.64 feet);

Thence South 4°34'35" East 59.67 feet;

Thence South 34.53 feet;

Thence North 89°57'24" West 6 feet to the Point of Beginning.

Containing 0.0170 Acres or 749 square feet, more or less.

QUICK QUACK CENTERVILLE

EASEMENT EXHIBIT

