

ENT 190392:2020 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Dec 01 1:08 Pm FEE 0.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

WHEN RECORDED, RETURN TO:

Eagle Mountain City c/o Fionnuala Kofoed, City Recorder 1650 E. Stagecoach Run Eagle Mountain, UT 84005

QUITCLAIM DEED AND RESERVATION OF EASEMENT

Eagle Mountain City, a Utah municipal corporation, whose address is 1650 E. Stagecoach Run, Eagle Mountain, UT 84005 (the "City") hereby quitclaims to The Place at Parkway, LLC ("Grantee"), whose address is 3604 Pony Express Parkway, Eagle Mountain, UT 84005, for ten dollars and other good and valuable consideration, the following described land located in Utah County, Utah (the "Property"):

A portion of the NW1/4 of Section 29, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Eagle Mountain City, more particularly described as follows:

Beginning at a point located N89°02'40"W along the Section line 162.38 feet and South 106.50 feet from the North 1/4 Corner of Section 29, T5S, R1W, SLB&M; thence S34°00'01"W 62.50 feet; thence N56°52'00"W 33.05 feet; thence S34°00'01"W 374.70 feet; thence N56°29'03"W 16.89 feet; thence S33°58'00"W 186.20 feet to the North line of Ranches Parkway; thence N50°18'03"W along said street 50.96 feet to the Southeast Corner of Lot 5, PLAT "A" PARKWAY CROSSROADS, according to the Official Plat thereof recorded August 3, 2007 as Entry No. 112975:2007 of the Official Records of Utah County; thence N33°59'59"E along said plat 581.67 feet; thence S89°09'24"E along said plat and extension thereof 68.23 feet; thence S55°59'59"E 43.42 feet to the point of beginning.

For reference purposes only, a map depicting the general location of the Property is attached hereto as Exhibit A.

Reserving to the City a permanent easement and right-of-way across the Property for the purpose of constructing, operating and maintaining one or more underground pipelines, electric lines, data lines and/or related appurtenances (the "Facilities") in the easement granted herein, across, through and under the Property, together with a perpetual right of ingress and egress to and from and along said right-of-way and with the right to operate, maintain, repair, replace, augment and/or remove the Facilities as deemed necessary by the City. Grantee covenants and agrees that only City approved structures will be constructed over the surface of the easement granted herein which will not interfere with the City's ability to operate, maintain, repair or replace the

Facilities. To the extent reasonably practical, City shall promptly repair and restore any damage to landscaping or other surface improvements caused by City's activities.

Dated this 27 day of May, 2020.

1-3. KS/S

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

011, 30001,201

STATE OF UTAH) ss:

COUNTY OF UTAH)

On this <u>37</u> day of May, 2020 personally appeared before me Tom Westmoreland, Mayor, who acknowledged to me that he executed the foregoing document on behalf of Eagle Mountain City.

Notary Public

FIONNUALA BEOFDED

WITH COMMINSTERMS 686717

COMMINSTERMS 686717

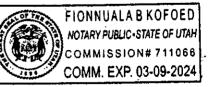


EXHIBIT A

