



After recording return to:  
American Fork City  
Attn: City Recorder  
51 East Main Street  
American Fork, Utah 84003

ENT 175000:2020 PG 1 of 5  
**JEFFERY SMITH**  
**UTAH COUNTY RECORDER**  
2020 Nov 04 1:13 pm FEE 0.00 BY CS  
RECORDED FOR AMERICAN FORK CITY

## **WATER UTILITY EASEMENT**

For the sum of Forty Dollars (\$40.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor hereby grants, conveys, sells, and sets over unto **AMERICAN FORK CITY, a Utah municipal corporation**, as Grantee, its successors and assigns, a perpetual easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace water pipelines, laterals, water transmission and distribution structures and facilities. Said easement being situated in Utah County, State of Utah, through a parcel of Grantor's land, which easement is more particularly described as follows:

An easement located in the SE1/4 of Section 24, Township 5 South, Range 1 East Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S89°35'46"E along the Section line 588.66 feet and North 92.91 feet from the South 1/4 Corner of Section 24, T5S, R1E, SLB&M; thence N89°26'52"W 8.25 feet; thence N44°35'36"W 6.13 feet; thence S45°24'24"W 13.52 feet; thence South 14.67 feet; thence West 12.50 feet; thence North 16.39 feet; thence N45°24'24"E 21.21 feet; thence N44°35'36"W 7.28 feet; thence N00°33'08"E 109.97 feet; thence N89°26'52"W 37.52 feet; thence S88°06'09"W 12.66 feet; thence N00°33'20"W 5.00 feet; thence N88°06'09"E 12.65 feet; thence S89°26'52"E 37.63 feet; thence N00°33'08"E 70.50 feet; thence N89°26'52"W 15.53 feet; thence North 5.00 feet; thence S89°26'52"E 15.58 feet; thence N00°33'08"E 150.75 feet; thence N89°26'52"W 15.69 feet; thence North 5.00 feet; thence S89°26'52"E 15.74 feet; thence N00°33'08"E 64.42 feet; thence N45°37'07"E 23.83 feet; thence S89°22'53"E 129.73 feet; thence N00°37'07"E 8.48 feet; thence S89°22'53"E 5.00 feet; thence S00°37'07"W 11.91 feet; thence S89°22'53"E 59.60 feet; thence N00°37'07"E 12.88 feet; thence East 5.00 feet; thence S00°37'07"W 12.94 feet; thence S89°22'53"E 223.23 feet; thence N00°34'07"E 33.51 feet; thence S88°56'00"E 20.00 feet; thence S00°34'07"W 33.35 feet; thence S89°22'53"E 201.76 feet; thence N02°53'32"E 6.05 feet; thence S89°22'53"E 4.52 feet; thence S00°37'07"W 6.05 feet; thence S89°22'53"E 77.48 feet; thence S44°21'17"E 24.15 feet; thence S00°33'08"W 88.16 feet; thence S89°26'52"E 18.23 feet; thence South 5.00 feet; thence N89°26'52"W 18.28 feet; thence S00°33'08"W 60.92 feet; thence S89°26'52"E 18.71 feet; thence South 5.00 feet; thence N89°26'52"W 18.75 feet; thence S00°33'08"W 123.25 feet; thence S11°48'08"W 125.20 feet; thence S56°48'08"W 16.06 feet; thence S33°11'52"E 30.14 feet; thence S60°29'41"W 5.01 feet; thence N33°11'52"W 29.82 feet; thence S56°48'08"W 5.28 feet; thence S79°18'08"W 14.70 feet; thence N89°26'52"W 11.33 feet; thence S00°33'08"W 38.09 feet; thence N89°58'31"W 13.00 feet; thence N00°33'08"E 38.21 feet; thence N89°26'52"W 132.04 feet; thence S01°50'02"W 16.09 feet; thence N89°46'29"W 5.00 feet; thence N01°50'02"E 16.12 feet; thence N89°26'52"W 326.02 feet; thence S00°33'08"W 16.23 feet; thence West 5.00 feet; thence N00°33'08"E 16.27 feet; thence N89°26'52"W 182.48 feet;

thence N00°33'08"E 20.00 feet; thence S89°26'52"E 240.86 feet; thence N00°33'08"E 5.20 feet; thence East 20.00 feet; thence S00°33'08"W 5.39 feet; thence S89°26'52"E 38.08 feet; thence N00°33'08"E 64.68 feet; thence East 5.00 feet; thence S00°33'08"W 64.73 feet; thence S89°26'52"E 248.02 feet; thence N00°28'18"E 5.22 feet; thence S89°36'43"E 20.00 feet; thence S00°28'18"W 5.28 feet; thence S89°26'52"E 100.94 feet; thence N79°18'08"E 8.75 feet; thence N56°48'08"E 14.07 feet; thence N11°48'08"E 69.00 feet; thence N78°11'52"W 13.14 feet; thence N12°36'13"E 5.00 feet; thence S78°11'52"E 13.07 feet; thence N11°48'08"E 40.95 feet; thence N00°33'08"E 41.79 feet; thence N89°26'52"W 0.73 feet; thence N00°18'30"E 20.00 feet; thence S89°26'52"E 0.81 feet; thence N00°33'08"E 195.19 feet; thence West 33.40 feet; thence N00°33'25"E 20.84 feet; thence N89°22'53"W 203.45 feet; thence S00°37'07"W 5.07 feet; thence N89°22'53"W 5.00 feet; thence N00°37'07"E 5.07 feet; thence N89°22'53"W 115.33 feet; thence S00°33'25"W 12.43 feet; thence West 20.00 feet; thence N00°33'25"E 12.65 feet; thence N89°22'53"W 132.48 feet; thence S00°37'07"W 13.01 feet; thence S89°42'12"W 5.00 feet; thence N00°37'07"E 13.04 feet; thence N89°24'47"W 191.51 feet; thence S46°11'40"W 20.00 feet; thence S00°33'08"W 202.77 feet; thence S89°26'52"E 66.02 feet; thence South 20.00 feet; thence N89°26'52"W 66.22 feet; thence S00°33'08"W 158.80 feet; thence S44°35'36"E 6.84 feet; thence S00°33'08"W 20.00 feet to the point of beginning.

Contains: 51,573 square feet or 1.18 acres+/-

To have and hold the same unto said Grantee, its successors and assigns, with right of ingress and egress in said Grantee, its 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; provided, however, that Grantee and its agent will enter upon the easement and Grantor's property at their sole risk and hazard. Grantee and Grantee's agents accept the easement granted herein and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including, but not limited to, both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the same.

At no time shall Grantor, its successors, licensees, lessees, contractors or assigns or their agents or employees erect or permit to be erected any building or structure of any kind within the boundaries of said perpetual easement. Notwithstanding the foregoing, Grantor reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the easement granted herein.

Grantee shall, at its sole cost and expense, maintain and repair any Grantee-owned infrastructure located within the easement in good order and condition. Grantee shall promptly repair any damage to the Grantor's property caused by Grantee and/or Grantee's agents as set forth in Utah Code Ann. §54-3-27(2)(b).

Grantee shall maintain, and ensure that all of Grantee's agents maintain, policies of insurance which, at a minimum, are sufficient to insure Grantee's obligations as set forth herein. Without limiting the foregoing, Grantee may fulfill its insurance obligations under this provision by means of self-insurance.

Nothing contained herein shall be deemed to be a gift or dedication of any portion of

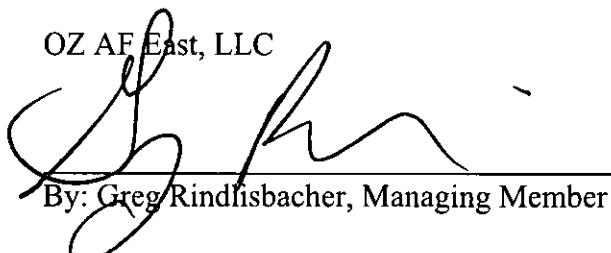
Grantor's property to the general public or for the general public or for any public purpose whatsoever, nor do the provisions herein create any third party beneficiary rights in any person not specifically benefited by the terms and provisions hereof.

This agreement shall be governed and construed in accordance with the laws of the State of Utah. In the event any legal action or proceeding for the enforcement of any right or obligation herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees. This agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts shall constitute one and the same agreement.

In witness whereof, the Grantor has executed this easement this

9<sup>th</sup> day of October, 2020.

OZ AF East, LLC



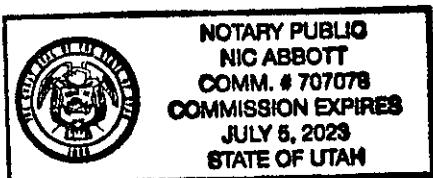
By: Greg Rindlisbacher, Managing Member

State of Utah

:ss

County of Utah

On the 7 day of October, 2020, personally appeared before me Greg Rindlisbacher, who acknowledged himself to be the Managing Member of OZ AF East, LLC, and that he, as such Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained.



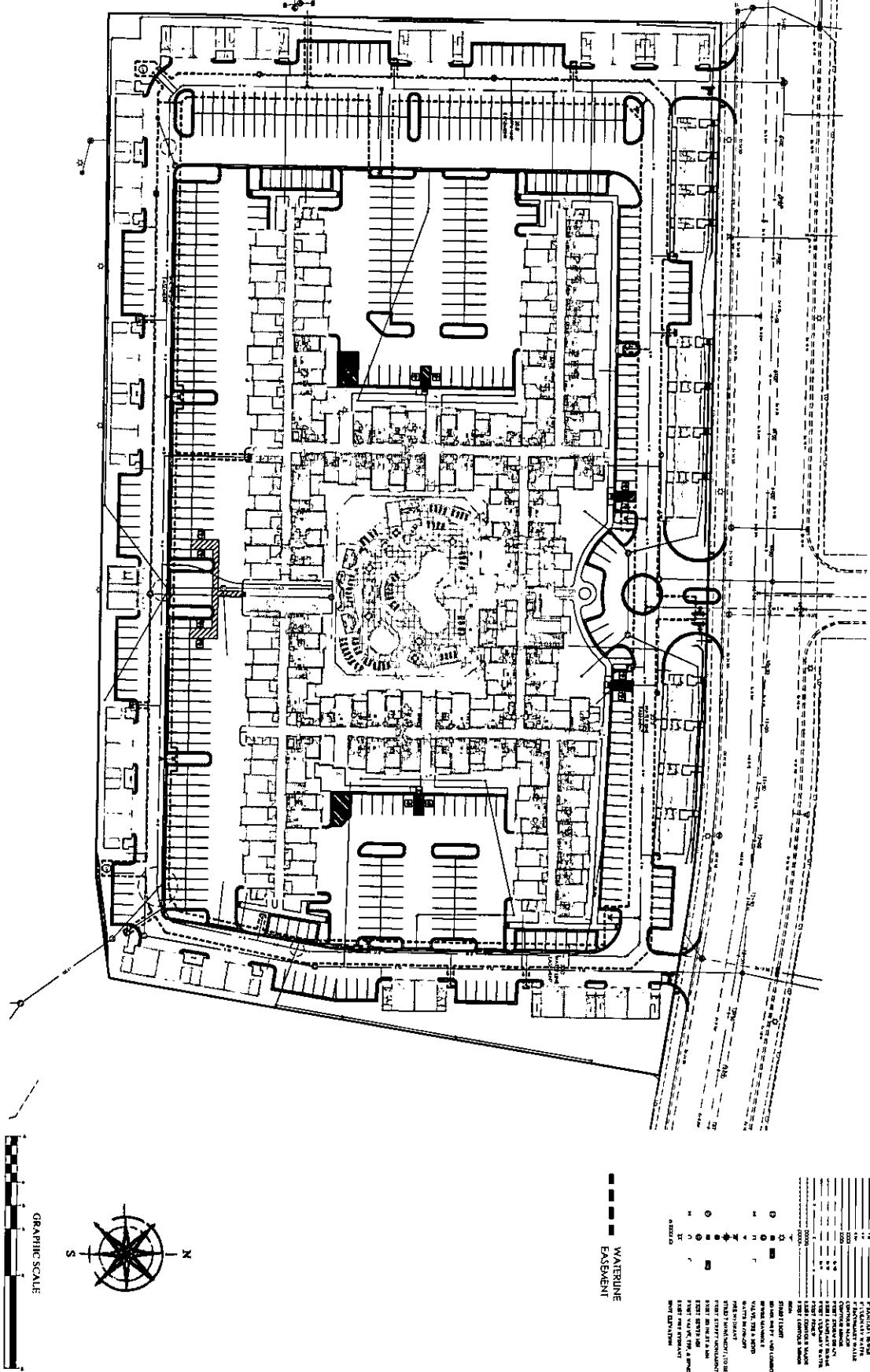
Nic Abbott  
Notary Public

ACCEPTED BY:

AMERICAN FORK CITY



Bradley J. Frost, Mayor



REVISION HISTORY		
#	DATE	DESCRIPTION
1	-----	-----
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**BACH APARTMENTS**  
AMERICAN FORK, UT  
**WATER LINE EASEMENT EXHIBIT**



The logo for FOCUS Engineering and Surveying, LLC. It features the word "FOCUS" in a bold, sans-serif font, with a stylized sunburst or gear-like graphic integrated into the letter "O". Below "FOCUS", the words "ENGINEERING AND SURVEYING, LLC" are written in a smaller, all-caps, sans-serif font. At the bottom, the address "6449 S HIGH TECH DRIVE SUITE 200 MIDVALLEY, UTAH 84047" and phone number "PH: (435) 352-0075" are provided.