

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



ENT 175001:2020 PG 1 of 3
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Nov 04 1:15 pm FEE 0.00 BY CS
RECORDED FOR AMERICAN FORK CITY

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 sewer and/or water pipelines, laterals, manholes, and other sewer and/or 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:

A portion of 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 512.95 feet and North 49.07 feet from the South 1/4 Corner of Section 24, T5S, R1E, SLB&M; thence N00°26'49"E 44.96 feet; thence N00°47'06"E 143.49 feet; thence N00°29'08"E 343.65 feet; thence S88°56'00"E 604.99 feet; thence along the arc of a curve to the right with a radius of 1,200.00 feet a distance of 178.12 feet through a central angle of 08°30'17" Chord: S84°40'52"E 177.96 feet; thence S80°25'43"E 122.13 feet; thence S09°35'42"W 484.96 feet; thence S82°14'24"W 89.20 feet; thence N89°26'51"W 588.50 feet; thence N89°47'54"W 150.04 feet; thence N45°34'38"E 7.06 feet; thence S89°48'57"E 145.03 feet; thence S89°26'51"E 588.15 feet; thence N82°14'24"E 85.16 feet; thence N09°35'44"E 471.28 feet; thence N80°25'43"W 117.13 feet; thence along the arc of a curve to the left with a radius of 1,190.00 feet a distance of 176.64 feet through a central angle of 08°30'17" Chord: N84°40'52"W 176.47 feet; thence N88°56'00"W 599.89 feet; thence S00°29'08"W 333.62 feet; thence S00°47'06"W 143.49 feet; thence S00°26'49"W 39.97 feet; thence S45°34'38"W 7.06 feet to the point of beginning.

Contains: 18,119 square feet+/-

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.

Approved as to form: American Fork City Attorney

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.

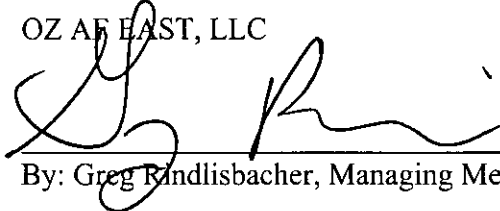
Nothing contained herein shall be deemed to be a gift or dedication of any portion of Grantor's property to the general public or for the general public or for any public purpose whatsoever, nor do the provisions herein create any third party beneficiary rights in any person not specifically benefited 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

10th day of September, 2020.

OZ AF EAST, LLC

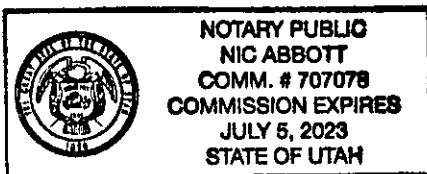

By: Greg Rindlisbacher, Managing Member

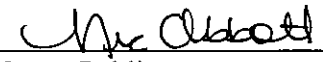
State of Utah

:SS

County of SALT LAKE


On the 10 day of SEPTEMBER, 2020, personally appeared before me Greg Rindlisbacher, who acknowledged himself to be a 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.




Notary Public

ACCEPTED BY:

AMERICAN FORK CITY


Bradley J. Frost, Mayor