

ENT 200566 : 2020 PG 1 of 3
Jeffery Smith
Utah County Recorder
2020 Dec 16 02:19 PM FEE 40.00 BY SM
RECORDED FOR Old Republic Title (Draper)
ELECTRONICALLY RECORDED

When Recorded Return To:

Villas at Aspen Meadows, LLC
Chris Webb
3940 Traverse Mountain Blvd
Lehi, UT 84043

Parcels 13-062-0091
13-062-0093

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 **Villas at Aspen Meadows, LLC**, a Nevada Limited Liability Company, as Grantee, its successors and assigns, a non-exclusive perpetual easement for access across and to construct, maintain, operate, repair, inspect, protect, install, remove and replace underground utilities, laterals, manholes, catch basins, and to construct and utilize a pedestrian sidewalk. 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 strip of land 30.00 feet wide lying and situate in the Northeast Quarter of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian.

Basis of Bearing for subject description being South 45°01'56" East 3791.23 feet measured between the Utah County Survey brass cap monuments marking the North Quarter Corner and the East Quarter Corner of said Section 25. Subject easement being more particularly described as follows:

Commencing at the North Quarter corner of said Section 25, thence South 89°35'49" East 1330.14 feet coincident with the calculated north line of said Northeast Quarter Section; Thence SOUTH 798.25 feet to a point on an that particular Agreement Line described in that certain Boundary Line Agreement recorded January 19, 1994 as Entry #4974 a number five rebar and cap stamped "PLS 356548"; Thence North 89°38'19" East 449.50 feet; Thence South 00°55'43" East 181.16 feet; Thence North 89°46'14" East 41.24 feet to the TRUE POINT OF BEGINNING; Thence North 89°46'14" East 438.09 feet; Thence South 00°54'51" East 30.00 feet; Thence South 89°46'14" West 438.59 feet; Thence North 00°02'20" East 30.00 feet to the point of beginning.

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).

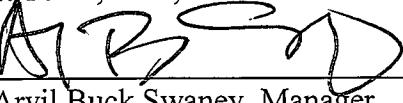
Grantee shall maintain, and ensure that all of Grantee's agents maintain, policies of insurance which, at a minimum, are sufficient to insure Grantee's obligations as set forth herein. Without limiting the foregoing, Grantee may fulfill its insurance obligations under this provision by means of self-insurance.

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 15th day of December, 2020.

Smart Town, LLC, a Utah limited liability company



By: Arvil Buck Swaney, Manager

State of Utah

:ss

County of Salt Lake

On the 15th day of December, 2020, personally appeared before me Arvil Buck Swaney, who acknowledged himself to be the Manager of Smart Town, LLC, a Utah limited liability company and that he, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained.



Notary Public

