



When recorded return to:

Spanish Fork City
40 South Main
PO Box 358
Spanish Fork City, UT 54660

ENT 40245:2021 PG 1 of 4
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Mar 03 1:43 pm FEE 0.00 BY CS
RECORDED FOR SPANISH FORK CITY CORPORATI

MUNICIPAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to:

ACJ Investments, LLC

Hereinafter referred to as GRANTOR, by

Spanish Fork City

Hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a construction easement and a perpetual utility easement as hereinafter described over, across, under and through land of the GRANTOR, described as follows:

Parcel Description

TAX ID NO: 24-048-0039

Entry 111357:2019

Commencing South 693.26 feet and East 511.6 feet from the Northwest corner of Section 13, Township 8 South, Range 2 East, Salt Lake Base & Meridian; thence South 00° 35' West 335.51 feet; thence South 1036.2 feet; thence South 53°40' West 449.17 feet; thence North 89°30' West 66.17 feet; thence North 1637.24 feet; thence East 431.42 feet to the place of beginning. Less those parcels previously conveyed to Utah County under Warranty deeds recorded 3-16-99 and Entry No. 31483 and 5/14/99 as Entry No. 56296.

The easements may partially or completely lie within GRANTOR's property. The temporary construction easement shall be 50 feet in width granted for the time of original installation of the facilities hereinafter described, 25 feet on each side of the as-constructed center line of said facilities. **The perpetual easement shall be 20 feet in width, 10 feet on each side of the as-constructed center line of said facilities.** Proposed location described as follows:

Centerline Description

Commencing at the Northwest corner of Section 13, Township 8 South, Range 2 East, Salt Lake Meridian; thence South 2351.94 feet; thence East 137.74 feet to a point on the Southerly boundary of the Grantors parcel and the POINT OF BEGINNING; thence North 53°07'00" East 450.79 feet to a point on the Grantors Northerly boundary, the southerly right of way line of 650 West and the POINT OF ENDING.

The sidelines of said strip shall be lengthened or shortened to begin and end at the boundary of the grantors parcel.

Purpose and Conditions

TO HAVE AND TO HOLD the same unto the GRANTEE, the easements as follows:

A temporary construction easement with the right to install and inspect pipelines, valves, and other associated structures and appurtenances, (herein collectively called "facilities") over, across, under and through the easement that expires at the time the facilities are put into service; and

A perpetual easement with the right to install, inspect, maintain, operate, repair, protect, remove and replace municipal facilities over, across, under and through the easement.

So long as such facilities shall be maintained, with the right of ingress and egress to and from said easement for the purpose described in the temporary construction and perpetual easements. During temporary periods, the GRANTEE may use such portion of the property along and adjacent to said easement as may be reasonably necessary in connection with the construction, maintenance, repair, removal, or replacement of the facilities. The GRANTEE shall notify GRANTOR prior to entering the easements for purposes of initial construction.

GRANTEE as a condition of the granting of the easements shall pay damages, restore or replace in kind, at the GRANTOR's discretion and at GRANTEE's expense, fences, crops, underground pipes, and other improvements in the event such are damaged by the construction, maintenance, repair, replacement, or removal of the facilities.

The GRANTOR shall not build or construct, nor permit to be built or constructed, any building or other similar improvement over, across, or under the said easement, nor change the contour thereof without written consent of the GRANTEE. This easement grant shall be binding upon GRANTOR, his successors and assigns, and shall inure to the benefit of GRANTEE, its successors and assigns, and may be assigned in whole or in part by the GRANTEE.

It is hereby understood that any party securing this grant on behalf of the GRANTEE is without authority to make any representations, covenants, or agreements not herein expressed.

IN WITNESS WHEREOF the GRANTOR has executed this instrument this 21st day of DEC.

David R. Simpson, 20 20
GRANTOR

GRANTOR

STATE OF UTAH)
:SS.
COUNTY OF UTAH)

On the date first above written personally appeared before me, David R. Simpson who, being duly sworn, says that he is the manager of ACJ Investments, LLC, a limited liability company, and that the within and foregoing instrument was signed in behalf of said entity by authority of the operating agreement of the limited liability company, and said manager acknowledged to me that said limited liability company executed the same.



TODD KEIZER

Notary Public State of Utah
My Commission Exp. 2/12/24
Commission # 710179

Todd Keizer
NOTARY PUBLIC

