

WHEN RECORDED, RETURN TO:

Spanish Fork City  
Attn: Kimberly Brenneman  
40 South Main Street  
Spanish Fork, Utah 84660



ENT 72817-2023 PG 1 of 6  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2023 Nov 6 04:05 PM FEE 0.00 BY KR  
RECORDED FOR SPANISH FORK CITY

Affects Parcel No. 66:901:0050

### **EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (this "Agreement") is made as of the 27<sup>th</sup> day of September 2023, by and between Del Monte Ventures, LLC, a Utah limited liability company, (the "Grantor"), and Spanish Fork City, a Utah municipality (the "Grantee"); sometimes hereinafter referred individually as a "Party" and collectively as the "Parties".

A. Grantor owns certain real property located in Utah County, Utah, more particularly described on the attached Exhibit A ("Grantor's Property"); and

B. Grantor desires to grant and establish and the Grantee desires to receive a non-exclusive easement, across, over, and through a portion of Grantor's Property as more particularly described on the attached Exhibit B ("Easement Area"), for the purposes and pursuant to the terms set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Easement.** For purposes of this Agreement, "Permittees" shall mean the respective Party's successors and assigns, tenants, subtenants, contractors, agents, invitees, employees, and licensees. Grantor hereby conveys and grants to Grantee a perpetual, non-exclusive, and continuous easement (the "Easement"), across, over, and through the Easement Area. The purposes of the Easement are limited to a reasonable right of access and for the City to construct and maintain certain City-related utility telemetry facilities, including electric power and telecommunications facilities, on the Easement Area. The Grantee and/or its Permittees shall be solely responsible for all costs and expenses associated with (x) the rights exercised by Grantee and/or its Permittees under this Agreement, and (y) its activities in the Easement Area. The rights granted to the Grantee hereby are non-exclusive. Grantor may continue to use the Easement Area and grant other third parties rights to use the Easement Area in a manner that does not materially interfere with the Grantee's rights hereunder.

2. **Construction; Maintenance.** Grantee shall be responsible for maintaining the Easement Area and all improvements utilized by the Grantee and its Permittees thereon. Despite the foregoing provision, each Party shall be responsible to repair any damage to the Easement Area caused by said Party or its Permittees.

3. **Indemnification.** Each Party shall indemnify, defend and hold harmless the other Parties and their affiliates, members, managers, agents, tenants, and representatives for, from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property resulting from the gross negligence or willful act or omission of the indemnifying Party

or its Permittees, arising out of the performance of any of the obligations set forth in this Agreement, the indemnifying Party's or its Permittees' use of the Easement Area, or the indemnifying Party's breach of this Agreement, except to the extent such claims are due solely to the gross negligence or willful act or omission of another Party or its Permittees. Nothing herein shall constitute a waiver of any portion of the Governmental Immunity Act of Utah or any defense arising therefrom.

4. **Rights Run With The Land.** Subject to the terms herein, all provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the Parties.

5. **No Public Dedication.** Except as expressly provided herein, the provisions of this Agreement are not intended to and do not constitute a dedication for public use of the Easement or other easements created herein.

6. **Miscellaneous.** If any term, provision or condition contained in this Agreement shall to any extent be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be governed by the laws of the State of Utah, without giving effect to its conflict of laws principles. All references in this Agreement to exhibits shall, unless otherwise expressly provided, be deemed to be references to the exhibits attached to this Agreement. All such exhibits attached hereto are incorporated into this Agreement as though fully set forth herein. No modification, waiver, or amendment of any provision of this Agreement shall be made except by a written agreement signed by the Parties hereto, or their successors or assigns, and recorded in the Utah County Recorder's Office.

*[Signatures and Acknowledgements Follow]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

**GRANTOR:**

**DEL MONTE VENTURES, LLC**, a Utah limited  
liability company 11 -

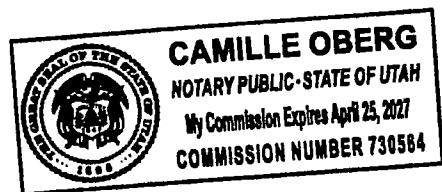
By: Dallas Hakes  
Name: Dallas Hakes  
Title: Managing Member

STATE OF UTAH )  
COUNTY OF utah ) SS.

The foregoing instrument was acknowledged before me this 27 day of September 2023, by  
Dallas Hakes, as Managing Member of Del Monte Ventures, LLC, a Utah limited liability  
company, on behalf of said limited liability company.

**WITNESS my hand and official seal.**

Carroll O'Byrne  
Notary Public



**GRANTEE:**

## **SPANISH FORK CITY, a Utah municipality**

By: Seth Perrins  
Name: Seth Perrins  
Title: City Manager

**ATTEST:**

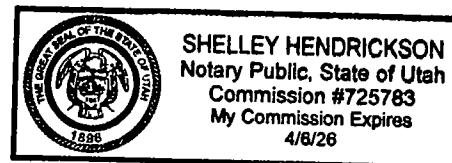
Tao C. Sellen, Grantee Recorder



STATE OF UTAH )  
County of UTAH )

On this 21 day of September, 2023, personally appeared before me Seth Perrins, who being duly sworn, did say that (s)he is the City Manager of Spanish Fork City, and that the foregoing instrument was signed on behalf of Spanish Fork City, by authority of law.

Sharon D. Hernandez  
NOTARY PUBLIC



**Exhibit A**  
**Legal Description of the Grantor Property**

That certain real property located in Utah County, Utah, more particularly described as follows:

Lot 50, Skye Meadows Subdivision

**Exhibit B**  
**Legal Description of Easement Area**

A Telemetry Easement located in the Southeast Quarter of Section 25, Township 8 South, Range 2 East, Salt Lake Base and Meridian, being further described as follows:

Beginning at a point being South  $0^{\circ}12'22''$  East 1042.72 feet along the Section line and West 1128.35 feet from the East Quarter Corner of said Section 25;

Thence South 15.30 feet;

Thence West 15.00 feet;

Thence North 15.00 feet;

Thence 15.03 feet along the arc of a 70.00-foot radius curve to the Left thru a central angle of  $12^{\circ}18'05''$  (Chord Bears North  $88^{\circ}52'20''$  East 15.00 feet) to the Point of Beginning.

Contains 223 Square Feet, more or less.