

WHEN RECORDED RETURN TO:

Timpanogos Special Service District
P.O. Box 923
American Fork, Utah 84003

Parcel I.D. 130670123

MTL # 344344

**TIMPANOGOS SPECIAL SERVICE DISTRICT
PERPETUAL EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT**

Deer Park LLC, known as Grantor, hereby grants, bargains, sells, conveys and warrants to TIMPANOGOS SPECIAL SERVICE DISTRICT, a body politic and a quasi-municipal public corporation, Grantee, its successors and assigns for valuable consideration, a perpetual easement and right of way for the construction, erection, operation and continued maintenance, repair, alteration, inspection, relocation, enlargement, and/or replacement of one or more underground wastewater treatment and transmission/conveyance facilities and manholes (the Facilities) that may be located at the surface, including, but not limited to pipelines, in, upon, along, through, and under a tract of land situated in Utah County, State of Utah, particularly described as "Perpetual Easement" in Exhibit "1" hereto, together with full right and authority to Grantee, its successors, licensees, lessees, contractors or assigns and its and their agents and employees to enter at all times upon said premises to survey, construct, repair, remove, replace, reconstruct, patrol, inspect, improve, enlarge and maintain waste water treatment facilities. With the exception of manholes, all such wastewater treatment and transmission/conveyance facilities shall be buried at least six (6) feet below the currently existing surface grade.

Grantor further grants, bargains, sells and conveys to TIMPANOGOS SPECIAL SERVICE DISTRICT, a body politic and quasi-municipal public corporation, Grantee, its successors and assign for valuable consideration, a temporary construction easement and right of way, upon, along, over, through, and across a tract of land situated in Utah County, State of Utah, more particularly described as "Temporary Construction Easement" in Exhibit "1" hereto, for the construction and erection of the Facilities within the Perpetual Easement, including, but not limited to, a pipeline, together with full right and authority to Grantee, its successors, licensees, lessees, contractors or assign and its and their agents and employees to enter at all times upon said Temporary Construction Easement to survey, construct, repair, remove, replace, reconstruct, patrol, inspect, improve, enlarge and maintain the Facilities within the Perpetual Easement, both overhead and underground, including but not limited to, pipelines. This easement shall commence upon the beginning of actual construction activities within the Perpetual Easement and shall terminate upon the earlier to occur of (a) completion of construction activities on the property or (b) after the period of five years from the date of this Agreement. The date of completion of construction shall be the date when Grantee releases all retainage amounts and makes final payment to Grantee's contractor after having finally accepted the completed Improvements.

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 or plant or permit to be planted any vegetation, plant or tree whose root depth will exceed three (3) feet below the surface of the property, or change or permit to be changed the contour of the property within the boundaries of said Perpetual Easement without the prior written consent of Grantee;

notwithstanding the foregoing, Grantor, their successors and assigns may place roads, fields, yards, utilities and other service improvements on the surface area of the Perpetual Easement, provided that such improvements do not unreasonably interfere with Grantee's use of the Perpetual Easement.

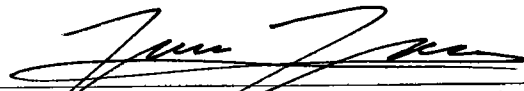
At no time shall Grantor, its successors, licensees, lessees, contractors or assigns or their agents or employees erect or permit to be erected any building or structure of any kind or plant or permit to be planted any vegetation that would interfere with construction activity, or change or permit to be changed the contour of the property within the boundaries of said Temporary Construction Easement during the period of the Temporary Construction Easement without the prior written consent of Grantee.

This right-of-way and easement grant shall run with the land.

Grantor warrants that it has sole title to the easement property, has not conveyed, transferred or sold any portion of the easement property, and that no liens or other encumbrances exist against the easement property.

Grantor shall not use said premises for any use that interferes with the facilities installed by Grantee.

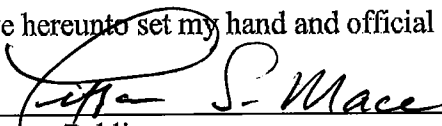
WITNESS the hand of the Grantor, this 13th day of November, 2024.


 TYLER HORAN, SIGNER OF Deer Park LLC

STATE OF UTAH)
 : ss.
 COUNTY OF UTAH)

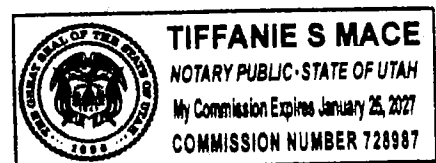
On the 13th day of November, 2024, personally appeared before me Tyler Horan, the signers of the above instrument, who duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

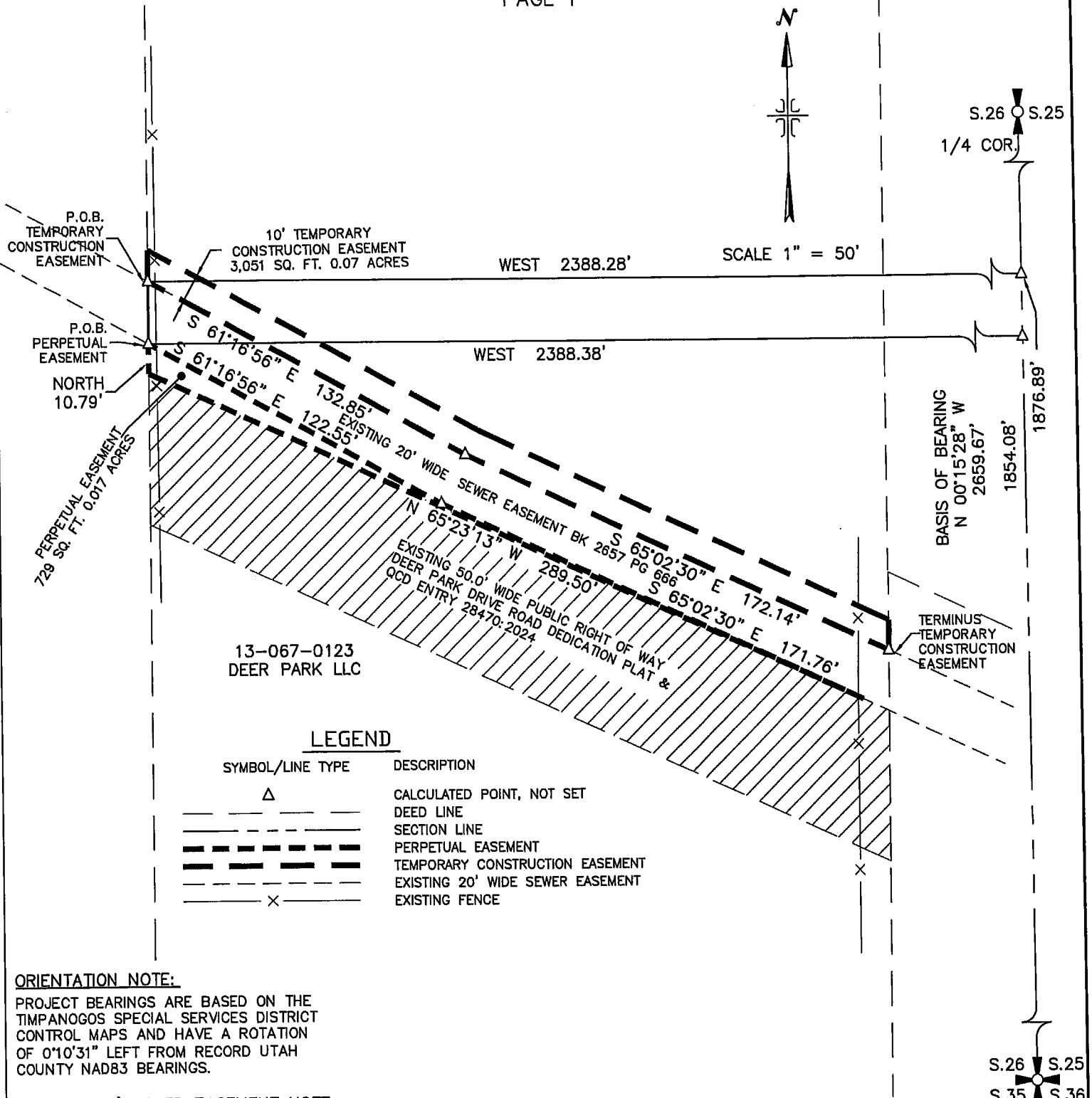

 Notary Public

My Commission Expires: January 25, 2027

Residing at: Lehi, Utah



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**LAND SURVEYORS INC.**

PO BOX 973
RIVERTON, UTAH 84065
(801) 302-3343



TIMPANOGOS SPECIAL SERVICE DISTRICT
PERPETUAL EASEMENT & TEMPORARY CONSTRUCTION EASEMENT

DEER PARK LLC
PARCEL NO. 13-067-0123
LOCATED WITHIN THE SE.1/4 S.26, T.5S., R.1E.,
SI R&M. UTAH COUNTY. UTAH

EXHIBIT "1"

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PARCEL NO. 13-067-0123
PERPETUAL EASEMENT

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE $N00^{\circ}15'28''W$ 1854.08 FEET ALONG THE SECTION LINE (THE BASIS OF BEARINGS) AND WEST 2388.38 FEET TO THE GRANTOR'S WEST PROPERTY LINE, THE SOUTHERLY LINE OF AN EXISTING 20 FOOT WIDE SEWER EASEMENT RECORDED IN BOOK 2657 AT PAGE 666 OF THE OFFICIAL RECORDS AND THE POINT OF BEGINNING;

THENCE THE FOLLOWING 2 COURSES AND DISTANCES COINCIDENT TO SAID EXISTING SEWER EASEMENT, $S61^{\circ}16'56''E$ 122.55 FEET; THENCE $S65^{\circ}02'30''E$ 171.76 FEET; THENCE $N65^{\circ}23'13''W$ 289.50 FEET TO GRANTOR'S WEST PROPERTY LINE; THENCE NORTH 10.79 FEET TO THE POINT OF BEGINNING. CONTAINS 729 SQ. FT. OR 0.017 ACRES

ALSO: A 10 FOOT WIDE STRIP OF LAND FOR A TEMPORARY CONSTRUCTION EASEMENT, THE NORTH LINE OF WHICH IS PARALLEL AND CONCENTRIC WITH THE FOLLOWING DESCRIBED SOUTH LINE.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE $N00^{\circ}15'28''W$ 1876.89 FEET ALONG THE SECTION LINE (THE BASIS OF BEARINGS) AND WEST 2388.28 FEET TO THE GRANTOR'S WEST PROPERTY LINE, THE NORTHERLY LINE OF AN EXISTING 20 FOOT WIDE SEWER EASEMENT RECORDED IN BOOK 2657 AT PAGE 666 OF THE OFFICIAL RECORDS AND THE POINT OF BEGINNING;

THENCE THE FOLLOWING 2 COURSES AND DISTANCE COINCIDENT TO SAID EXISTING SEWER EASEMENT, $S61^{\circ}16'56''E$ 132.85 FEET; THENCE $S65^{\circ}02'30''E$ 172.14 FEET TO GRANTOR'S EAST PROPERTY LINE AND THE TERMINUS. CONTAINS 3,051 SQ. FT. OR 0.07 ACRES

THE SIDE LINES OF SAID EASEMENTS SHALL BE EXTENDED AND OR SHORTENED TO CONFORM TO GRANTOR'S PROPERTY LINES.