

When Recorded Return To:

AF City  
31 N. Church  
AF, UT 84003

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ENT 2660:2005 PG 1 of 6  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2005 Jan 10 9:18 am FEE 0.00 BY SFS  
RECORDED FOR AMERICAN FORK CITY

## NOTICE OF MULTI-PURPOSE EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned owners of the parcels of land described on Exhibit A attached hereto ("Parcel 1" and "Parcel 2"), located in American Fork, Utah County, Utah, do hereby create and grant upon and over said parcels an easement as described herein below, effective this 13<sup>th</sup> day of January, 2003.

**BURDENED LAND:** The land area subject to the terms of this easement is more particularly described in Exhibit B attached hereto.

**BENEFITTED LAND:** The easement described upon and over Parcel 1 and Parcel 2 shall be for the sole benefit Parcel 1, Parcel 2, and the parcel bordering Parcel 1 on the south and Parcel 2 on the west. No other benefits are intended by the grant of the easements described herein.

**PURPOSE OF EASEMENT:** In addition to the express purposes stated herein below, this easement includes the uses customarily associated with such purposes, unless specifically prohibited by the express terms herein.

1. **Access:** The burdened land shall be subject to ingress and egress to and from Parcels 1 and 2, and the parcel bordering Parcel 1 on the south and Parcel 2 on the west as such access is shown on Plat A of the Holmstead Center Subdivision. The benefit of ingress and egress shall be for the owners of the benefitted land and all employees and patrons of all legal uses established on the benefitted land. Access to the easement may be temporarily denied for a 24-hour period once per year by agreement of all owners of Parcels 1 and 2 for the sole purpose of maintaining the private nature of this easement. This access easement shall be reciprocal in nature as the owners of the burdened land.

2. **Public Utilities:** The burdened land shall be subject to the placement and maintenance of all public utilities and shall be freely accessible to all public utility purveyors as necessary for placement and maintenance thereof.

3. **Drainage:** The burdened land shall be subject to an easement for drainage of surface storm water from any adjacent land as necessary to direct the flow of said surface storm water to the public storm sewer system. This easement shall include the right of placement of such standard equipment as catch basins and pipes, and the like.

PROHIBITED USES: The land burdened hereby shall not be used for parking or storing of vehicles of any kind, nor for activities such as skating or the like. Neither may structures of any kind may be erected thereon. Neither may any owner, present or future, of Parcels 1 and 2 block, destroy or otherwise terminate this easement without the express consent of the owners of all benefitted parcels.

MAINTENANCE OF LAND: The owners of Parcel 1 shall be responsible for one-half of the costs associated with the regular maintenance of the burdened land and improvements thereto, and the owners of Parcel 2 shall be responsible for one-half of such costs.

DURATION OF EASEMENT: The easements described herein shall remain in effect perpetually, and shall be a condition that runs with the land and shall be binding upon all future owners of Parcels 1 and 2, irrespective of how such ownership is obtained.

DISPUTE RESOLUTION: In the event that disputes between the owners of Parcels 1 and 2 arising from or concerning in any manner the subject matter of this Agreement cannot be resolved through good faith negotiation within 30 days after notice of dispute is provided by one owner to the other, the owners will submit the dispute(s) to binding arbitration by a single arbitrator pursuant to the American Arbitration Association's rules. The arbitration will be held in Utah County. The cost of the arbitration shall be shared equally by the owners. If no decision is rendered within 30 days of submission to arbitration, then either owner may pursue any other available legal remedy. The prevailing party in any legal action after arbitration shall be entitled to recover all costs of said action from the other owner.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective the date and year first above written.

By: Mark Wilson

Name & Title: Mark Wilson

Holmstead Properties LLC

By: Hal Holmstead

Name & Title: Hal Holmstead, Mgr.

STATE OF UTAH )

:SS

COUNTY OF UTAH )

On the 13<sup>th</sup> day of January, 2003, personally appeared before me, a Notary Public in and for the State of Utah, Mark Wilson, the signer(s) of the foregoing instrument, and represented to me that he/she/they possess the requisite authority to execute the within and foregoing instrument and that he/she/they did so execute said instrument for the purposes stated therein.

  
\_\_\_\_\_  
Notary Public

STATE OF UTAH )

:SS

COUNTY OF UTAH )



On the 14<sup>th</sup> day of January, 2003, personally appeared before me, a Notary Public in and for the State of Utah, Hal Holmstead, the signer(s) of the foregoing instrument, and represented to me that he/she/they possess the requisite authority to execute the within and foregoing instrument and that he/she/they did so execute said instrument for the purposes stated therein.

  
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Notary Public



PARCEL - 1  
(WILSON)

Beginning at a point which is North 377.39 feet and West 1204.57 feet from the South Quarter Corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 89 deg. 29' 57" West parallel to and .50 feet North of a fence 340.59 feet to the intersection with a second fence; thence North 0 deg. 12' 03" East along said fence 237.56 feet to a point 1.00 foot South of the back of an existing sidewalk; thence South 88 deg. 54' 21" East along a parallel line to and 1.00 foot South of said sidewalk 341.84 feet; thence South 0 deg. 30' 00" West 234.02 feet to the point of beginning.

PARCEL - 2  
(HOLMSTEAD)

A parcel of land situate in the SE1/4 of the SW1/4 of Section 24, and the NE1/4 of the NW1/4 of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian, the boundaries of which are described as follows: Beginning at the intersection of the Westerly right of way line of 50 East Street, American Fork, Utah, and a fence line, which point is 906.80 feet North 89 deg. 44' 12" West along the section line and 35.61 feet South from the South Quarter Corner of said Section 24, ; thence South 89 deg. 37' 25" West 301.33 feet along said fence line; thence North 0 deg. 28' 02" East 650.51 feet, partially along a fence line to the Southerly right of way line of 620 South Street; thence South 88 deg. 33' 18" East 307.64 feet along said right of way line following three (3) courses and distances: (1) South 1 deg. 31' 43" West 221.42 feet to the point of tangency of a 11519.16 foot radius curve to the left (right of way monument); (2) thence Southerly 201.05 feet along the arc of said curve to a right of way monument; (3) thence South 0 deg. 31' 43" West 218.41 feet to the point of beginning.

## EXHIBIT - B

## EASEMENT DESCRIPTION

Beginning at a point which is located North 89°44'12" West 1207.80 feet and North 00°28'02" East 355.50 feet from the South ¼ corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian;

Thence along the arc of a 84.00 foot radius curve to the left through a central angle of 08°12'20" for 12.03 feet (chord bears North 03°38'08" West 12.02 feet);

Thence North 07°44'18" West 97.76 feet;

Thence along the arc of a 116.00 foot radius curve to the right through a central angle of 08°12'20" for 16.61 feet (chord bears North 03°38'08" West 16.60 feet);

Thence North 00°28'02" East 129.25 feet;

Thence South 88°44'51" East 16.00 feet;

Thence North 00°28'02" East 1.70 feet;

Thence South 88°33'18" East 16.00 feet;

Thence South 00°28'02" West 130.46 feet;

Thence along the arc of a 84.00 foot radius curve to the left through a central angle of 08°12'20" for 12.03 feet (chord bears South 03°38'08" East 12.02 feet);

Thence South 07°44'18" East 97.76 feet;

Thence along the arc of a 116.00 foot radius curve to the right through a central angle of 08°12'20" for 16.61 feet (chord bears South 03°38'08" East 16.60 feet);

Thence North 89°31'59" West 32.00 feet to the point of beginning.

Area contained: 8,200 square feet

As illustrated on the following page.

# 620 South Street

N 0°28'2" E 1.70'  
S 88°44'51" E 16.00'      S 88°33'18" E 16.00'

MCKENZIE J. & DOROTHY WILSON  
ENTRY # 60563  
BOOK 3497  
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