

Mail to: 275 W main St  
Santaquin Ut  
84655

## RIGHT-OF-WAY AND EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration for One Dollar and other good and valuable consideration paid to **CJM Limited Liability Limited Partnership** hereinafter referred to as **GRANTOR**, by **SANTAQUIN 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 perpetual easement in Utah County, State of Utah for the installation and/or maintenance of public utilities and necessary appurtenances thereto, including, but not limited to, storm drainage & utility facilities (hereinafter collectively referred to as the "Facilities"); together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of said easement, and all rights and privileges incident thereto. Said easement being located over portions of two certain entire tracts of land which are recorded as parcel serial number 51:649:0007 at the office of the Utah County Recorder's Office, said portions being described more particularly as follows:

### UTILITY EASEMENT

*A 20.00-foot-wide Water Easement, located in the Northeast Quarter of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah, being 10.00 feet on each side of the following described centerline:*

*Beginning at a point on East line of 500 East Street as it exists at 31.00 foot half-width located 2325.62 feet South 0°30'50" East along the Quarter Section Line; and 561.90 feet North 89°29'10" East from a Brass Cap Monument found marking the North Quarter Corner of said Section 1; and running thence South 89°49'57" East 233.18 feet to a point hereinafter referred to as 'Point A'; thence continuing South 89°49'57" East 210.34 feet to the termination of this easement centerline.*

*Also: Beginning at said 'Point A'; and running thence North 0°10'03" East 394.00 feet; thence North 47°41'07" East 231.91 feet; thence North 42°18'53" West 67.61 feet to said East line of 500 East Street as it exists at 31.00-foot half-width and the termination of this easement centerline.*

*Note: The sidelines of the easement should be lengthened or shortened to exactly match the existing Right-of-Way of 500 East Street as it exists at 31.00-foot half-width.*

Subject to recorded and unrecorded easements or right-of-way, if any, which have been established and which now may exist by operation of law upon said land, or any portion thereof.

TO HAVE AND HOLD the same unto the **GRANTEE**, its successors and assign, so long as such facilities shall be operated and/or maintained, with the right of ingress and egress to and from said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal, or replacement of the facilities. The **GRANTOR** shall have the

right to use the said premises except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use does not interfere with the facilities or any other rights granted to the GRANTEE hereunder.

The GRANTEE hereby agrees to pay damages or restore or replace in kind, 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 similar improvement over, across, or under the said Easement without written consent of the GRANTEE. This easement grant shall be binding upon GRANTOR, his successors and assigns, and shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns, and may be assigned in whole or in part by the GRANTEE

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

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 21 day of March, 2022

[Signature]  
(Owner) D. Mark Ridley  
(Title) AP

STATE OF IDAHO            )  
  : SS.  
COUNTY OF ADA         )

Personally appeared before me on the 21 day of March, 2022 the signers of the above instrument, who duly acknowledged to me that they executed the same.

Notary Public [Signature]  
My commission expires 7/8/27 Residing in Boise, ID

