

WHEN RECORDED, MAIL TO:  
American Fork City  
Planning and Zoning  
31 North Church Street,  
American Fork City, UT. 84003

Parcel ID's # 13:042:0013

ENT 92413;2008 PG 1 of 2  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2008 Aug 19 4:49 pm FEE 12.00 BY SWI  
RECORDED FOR HOWARD LEWIS & PETERSEN ATT

## Easement

Nimbus Properties, L.C., Grantor(s), a Utah Limited Liability Company, hereby GRANTS AND CONVEYS to American Fork City a Municipal Corporation of the State of Utah, Grantee, for the sum of Ten and 00/100 Dollars (\$10.00), a non-exclusive permanent easement, for the purpose of installing and maintaining a water line and other facilities related to said water line lying and situated in the NE 1/4 of Section 22, Township 5 South, Range 1 East, SLB&M. Said easement described as follows:

A STRIP OF LAND FOR A NON-EXCLUSIVE PERMANENT EASEMENT BEING 15.00 FEET WIDE, LYING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH; THENCE NORTH 89°53'25" WEST ALONG THE NORTH LINE OF SAID SECTION 979.03 FEET AND SOUTH 142.24 FEET TO THE REAL POINT OF BEGINNING; THENCE SOUTH 177.62 FEET TO THE POINT OF TERMINUS. SAID POINT BEING SOUTH 72°00'23" WEST 1029.37 FEET FROM SAID NORTHEAST CORNER.

THE BOUNDARY LINES OF SAID STRIP EASEMENT SHALL BE PROLONGED AND/OR SHORTENED TO BEGIN AND END ON, AND CONFORM TO, THE GRANTORS PROPERTY LINES.

TOTAL AREA CONTAINED IN THE ABOVE DESCRIBED EASEMENT IS 2,665 SQ. FEET OR 0.06 ACRE OF LAND MORE OR LESS.

Grantor hereby agrees that **American Fork City**, their officers, employees, agents, representatives, contractors, and assigns shall have the right of ingress to and egress from the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, install and connect other pipes and laterals, remove and replace said facilities as may be required from time to time by Grantee.

Continued on Page 2

Grantor shall have the right to use said premises except for the purpose for which these rights-of-way and easements are granted provided such use shall not interfere with said facilities or with the discharge or the conveyance of sewage through any pipelines installed by Grantee. Grantee shall have the right to clear and remove all trees and obstructions within the easements that may interfere with the use of the easements by the Grantee. Grantee shall have the right to excavate and refill ditches and/or trenches for the installation of said facilities and appurtenant parts thereof.

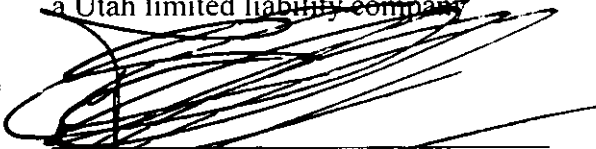
Grantor shall not build or construct or permit to be built or constructed any building, or permanent structure over or across said easement or lower the contour thereof greater than two feet without the prior written consent of Grantee. Grantor shall have the right to construct curb, gutter, sidewalk, parking lot, driveway, and other utilities within the easement. This right-of-way and easement grant shall be binding upon and inure to the benefit of, the heirs, representatives, successors-in-interest and assigns of Grantors and the successors and assigns of Grantee and may be assigned in whole or in part by Grantee.

The property of Grantor shall be restored in as good of condition as when the same was entered upon by the Grantee or its agents. The Grantee agrees that the pipes will be structurally strong enough to facilitate the construction of future roads by Grantors over said easement. The easement area is subject to other utility easements including, but not limited to, a water line easement.

GRANTOR:

NIMBUS PROPERTIES, L.C.,  
a Utah limited liability company

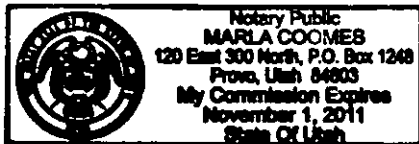
Date: August 18th, 2008

  
Bryce K. Taylor  
Its: Manager

ACKNOWLEDGEMENT

STATE OF )  
) ss.  
COUNTY OF )

On the 18th day of August 2008, personally appeared before me, the undersigned Notary Public, Bryce K. Taylor, Manager of Nimbus Properties, L.C., a Utah Limited Liability Company, owner of the above described parcel and signer of the above instrument, who duly acknowledged to me that he executed the same.



  
Notary public

My Commission Expires:  
Nov: 1, 2011

Residing At:  
Spanish Fork, Utah