

When Recorded Return to:

Marvin D. Pack
670 North 610 East
Alpine, Utah 84004



ENT 36803:2011 PG 1 of 2
JEFFERY SMITH
UTAH COUNTY RECORDER
2011 May 17 11:48 am FEE 12.00 BY EO
RECORDED FOR STRATTON, KIM

PARCEL I.D.# 13:056:0070
GRANTOR: Marvin D. Pack
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PUBLIC UTILITY EASEMENT

A Sixteen (16) foot wide utility and right-of-way easement located in the North One-Quarter corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey.

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTORS hereby grant, convey, sell, and set over unto American Fork City, a diplomatic body of the State of Utah, hereinafter referred to as GRANTEE's, along with CK Farms Inc. its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace all utility pipelines, valves, valve boxes and other means of transmission and distribution structures and facilities including a 4" sewer lateral, 2" culinary water line, 1" PI line into parcel 13:056:0070 along with a vehicle access to parcels 13:056:0055, hereinafter called the FACILITIES, said right-of-way and easement, being situate in Utah County, State of Utah, over and through a parcel of the GRANTORS' land lying within a strip sixteen (16) feet wide, more particularly described as follows:

Beginning at a point located North 89°45'02" West along section line 1125.25 feet and South 555.15 feet from the North quarter corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian; said point also being located East 424.85 feet and South 437.33 feet from the Southeast corner of Block 15, Plat "A", American Fork City Survey of Building Lots;

Thence South 89°17'39" East 16.00 feet; South 00°42'22" West 196.09 feet; thence West 16.00 feet; thence North 00°42'22" East along a fence line 196.29 feet to the point of beginning.

Area contained: 3,139 square feet.

TO HAVE AND HOLD the same unto the GRANTEE's, its successors and assigns, with the right of ingress and egress in the GRANTEE's, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, GRANTEE's and its contractors may use such portion of GRANTORS' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTORS shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the GRANTEE's, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of sewage through the FACILITIES, or any other rights granted to the GRANTEE's hereunder.

GRANTORS shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this right-of-way and easement nor change the contour thereof without the consent of GRANTEE's. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEE's, and may be assigned in whole or in part by GRANTEE's.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this thirteenth day of April, 2011.

By: Marvin D. Pock
Owner

Its: _____
Title

STATE OF UTAH)
) UTAH :ss
COUNTY OF SALT LAKE)

On the 22nd day of April, 2011, personally appeared before me Marvin D. Pock who being by me duly sworn did say that (s)he is the _____ of _____ a limited liability company, and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement; and duly acknowledged to me that said limited liability company executed the same.

Lisa Bennett
Notary Public

My Commission Expires: 3-31-2012

Residing in: Alpine, Utah

