

WHEN RECORDED, RETURN TO:

Mapleton City  
125 W. Community Center Way (400 N.)  
Mapleton, UT 84664

Assessor's Parcel Numbers: 27:037:0095, 27:037:0003,  
27:036:0009, 27:036:0029, 27:036:0020, 27:036:0028

## NON-EXCLUSIVE PIPELINE & ACCESS EASEMENT AGREEMENT

This Non-Exclusive Pipeline & Access Easement Agreement ("Easement") is made this 17<sup>th</sup> day of July, 2018, by and between **MESQUITE PRESIDIO, LLC**, a Utah limited liability company, whose principal address is 4452 West Haven Lane, Cedar Hills, Utah 84602, ("Grantor") and **MAPLETON CITY**, a municipal corporation of the State of Utah ("Grantee") whose principal address is 125 W. Community Center Way (400 North), Mapleton, Utah 84664.

### RECITALS

A. Grantor owns a certain parcel of land ("Grantor's Land") located in Utah County and more particularly described in Exhibit "A", attached hereto and by this reference made a part hereof.

B. Grantee desires to locate and bury a certain identified Water Pipeline and asphalt access road and other appurtenant structures within Grantor's land.

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and received, Grantor hereby conveys an easement and right of way to Grantee under the following terms and conditions:

1. Grant of Easement. Grantor hereby conveys the following non-exclusive, perpetual easements to Grantee for the sole purpose of constructing, operating, maintaining, repairing, inspecting and replacing one (1) Water Pipeline and related facilities (the "Pipeline"), together with an all-weather Access Road over and through Grantor's land, being 20 feet each side of the following described centerline and as further depicted in Exhibit "B" attached herewith:

### **EASEMENT #1- A 40' WIDE NON-EXCLUSIVE PERPETUAL WATERLINE AND ACCESS EASEMENT**

A 40 foot wide waterline and access easement being located in the Southeast Quarter of Section 27, Township 8 South, Range 3 East, Salt Lake Base and Meridian, located in Mapleton, Utah, being 20 feet each side of the following described centerline:

Beginning at a point located S0°09'03"E along the Section Line 383.16 feet and West 1073.85 feet from the East 1/4 Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S11°25'02"W 358.99 feet; thence along the arc of a 220.00 foot radius curve to the right 80.75 feet through a central angle of 21°01'48" (chord: S21°55'56"W 80.30 feet); thence along the arc of a 180.00 foot radius curve to the left

102.54 feet through a central angle of 32°38'25" (chord: S16°07'38"W 101.16 feet); thence S0°11'35"E 440.23 feet to the point of terminus from which the East 1/4 of said Section bears N41°42'38"E 1804.29 feet.

**EASEMENT #2- A 40' WIDE NON-EXCLUSIVE PERPETUAL WATERLINE AND ACCESS EASEMENT**

A 40 foot wide Waterline and Road Access easement being located in the Northeast Quarter of Section 27 and the Northwest Quarter of Section 26, Township 8 South, Range 3 East, Salt Lake Base and Meridian, located in Mapleton, Utah, being 20 feet each side of the following described centerline:

Beginning at a point located S89°24'59"W along the Quarter Section Line 1011.98 feet from the East 1/4 Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence northeasterly along the arc of a 1200.00 foot radius non-tangent curve to the right (radius bears: S75°55'31"E) 635.01 feet through a central angle of 30°19'09" (chord: N29°14'04"E 627.62 feet); thence N44°23'39"E 93.11 feet; thence along the arc of a 100.00 foot radius curve to the right 53.82 feet through a central angle of 30°50'20" (chord: N59°48'49"E 53.18 feet); thence N75°13'59"E 32.65 feet; thence southeasterly along the arc of a 110.00 foot radius non-tangent curve to the left (radius bears: N73°19'29"E) 67.16 feet through a central angle of 34°58'53" (chord: S34°09'58"E 66.12 feet); thence S51°39'25"E 45.69 feet; thence along the arc of a 385.00 foot radius curve to the right 152.79 feet through a central angle of 22°44'18" (chord: S40°17'15"E 151.79 feet); thence S28°55'06"E 358.72 feet; thence along the arc of a 175.00 foot radius curve to the left 189.20 feet through a central angle of 61°56'38" (chord: S59°53'25"E 180.12 feet); thence N89°08'16"E 384.86 feet; thence along the arc of a 500.00 foot radius curve to the left 165.13 feet through a central angle of 18°55'21" (chord: N79°40'35"E 164.38 feet); thence N70°12'55"E 69.84 feet; thence along the arc of a 240.00 foot radius curve to the right 164.27 feet through a central angle of 39°12'58" (chord: N89°49'24"E 161.08 feet); thence S70°34'08"E 78.55 feet; thence along the arc of a 200.00 foot radius curve to the left 357.79 feet through a central angle of 102°30'01" (chord: N58°10'52"E 311.95 feet); thence along the arc of a 400.00 foot radius curve to the right 260.38 feet through a central angle of 37°17'50" (chord: N25°34'46"E 255.81 feet); thence N44°13'41"E 80.57 feet; thence along the arc of a 400.00 foot radius curve to the left 378.62 feet through a central angle of 54°14'02" (chord: N17°06'39"E 364.65 feet); thence along the arc of a 800.00 foot radius curve to the right 112.73 feet through a central angle of 8°04'25" (chord: N5°58'09"W 112.64 feet); thence N89°43'41"E 110.77 feet; thence along the arc of a 100.00 foot radius curve to the left 139.62 feet through a central angle of 79°59'44" (chord: N49°43'49"E 128.55 feet); thence N9°43'57"E 52.47 feet; thence along the arc of a 430.00 foot radius curve to the right 198.65 feet through a central angle of 26°28'11" (chord: N22°58'03"E 196.89 feet); thence along the 400.00 foot radius curve to the left 257.65 feet through a central angle of 36°54'20" (chord: N17°44'58"E 253.22 feet); thence along the arc of a 700.00 foot radius curve to the right 226.68 feet through a central angle of 18°33'16" (chord: N8°34'26"E 225.69 feet); thence N17°51'04"E 82.99 feet; thence along the arc of a 145.00 foot radius curve to the left 173.22 feet through a central angle of 68°26'54" (chord: N16°22'23"W 163.11 feet); thence N50°35'50"W 1.29 feet to the point of terminus from which the East 1/4 of said Section bears S40°18'18"W 2622.27 feet.

**EASEMENT #3- A 24' WIDE NON-EXCLUSIVE PERPETUAL WATERLINE AND ACCESS EASEMENT**

A 24 foot wide Waterline and Road Access easement being located in the Northwest Quarter of Section 26, Township 8 South, Range 3 East, Salt Lake Base and Meridian, located in Mapleton, Utah, being 12 feet each side of the following described centerline:

Beginning at a point on the west line of that real property described in Deed Entry No. 17588:2014, being located N89°31'17"E along the Section Line 1809.97 feet and South 468.06 feet from the Northwest Corner of Section 26, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S10°46'37"W 42.37 feet; thence along the arc of a 440.00 foot radius curve to the right 236.83 feet through a central angle of 30°50'21" (chord: S26°11'48"W 233.98 feet) to the point of terminus from which the Northwest Corner of said Section bears N67°28'28"W 1839.00 feet.

2. Grant of Temporary Construction and Grading Easement. Grantor additionally conveys to Grantee a temporary construction and grading easement along and adjacent to said easement as may be reasonably necessary in connection with the construction of said Pipeline and Access Road. Grantee shall instruct its contractor's, agents and employees performing the work to notify MESQUITE PRESIDIO, LLC, prior to any activity on Grantor's property. Grantee shall take all necessary steps to ensure the contractor performing the work is aware of Grantor's existing facilities. The temporary construction easement shall terminate upon completion of the construction of the project or the expiration of three (3) years after execution of this Easement, whichever occurs first.

3. Grantee's Use.

a. Grantee shall have a non-exclusive right to install, operate, inspect repair, replace, and maintain the Pipeline and Access Road.

b. This Easement is granted subject to all easements and encumbrances of record as of the date hereof. Grantee has examined the Easement area and accepts it in its present condition, AS-IS and with all faults. Grantor makes no representations or warranties as to the present or future condition of the Easement area and shall not be required to perform, pay for, or be responsible for any work to ready the property or remedy any property conditions or perform any work, repair, or improvement whatsoever to the property or Grantor's facilities or structures to accommodate Grantee's use conveyed hereunder.

c. This Easement is limited to the construction of the identified Pipeline and Access Road along the route described herein.

d. At least 60 days prior to the construction of the Pipeline and/or Access Road, Grantee shall provide a written set of construction design plans (the "Plans")

to Grantor for Approval. Grantee shall not commence construction until written approval of the Plans is given by Grantor. Grantor shall have the right to deny the construction of the Pipeline and/or Access Road, or any appurtenance that conflict in any way with Grantor's existing or future use of the property. Grantee may not make any material modifications to the Pipeline and/or Access Road without prior written approval by Grantor.

e. Any damage to Grantor's Land caused by Grantee shall, within a reasonable period of time, be repaired to its pre-construction condition and to Grantor's satisfaction. If Grantee fails to do so within a reasonable amount of time, Grantor may perform the restoration work at Grantee's expense.

4. Right of Access. Grantee shall have the right of ingress and egress to and from said Easement over and across Grantor's Land at such locations as Grantor shall, from time to time designate, provided that such access does not interfere with Grantor's operations.

5. Grantor's Use. Grantor expressly reserves the right to use the Easement for its own business purposes, including the right to cross and re-cross the Easement with equipment, personnel, overhead or underground utility lines, and access roads at any location or locations and to grant or convey additional uses of the Easement to others for any purpose not inconsistent with the rights granted hereunder. Grantee will provide adequate protection for the Pipeline and/or Access Road for such uses.

#### 6. Release and Indemnification

(a) Grantee, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the Easement Area, (iii) any act or occurrence on the Easement Area, or (iv) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

(b) The Indemnified Parties shall never be liable in any manner to Grantee for any injury to or death of persons or for any loss of or damage to property of Grantor, its employees, agents, customers, invitees, or to others, even if such loss or damage is caused in part by the negligence of any Indemnified Party. All personal property and fixtures, if allowed by Grantor, located within the Easement Area shall be maintained and used at the

risk of Grantee and the Indemnified parties shall not be liable for any damage thereto or theft thereof, even if due in whole or in part to the negligence of the Indemnified Parties.

8. Abandonment. If Grantee ceases to use the Easement for a period of one year, this Easement shall terminate thirty (30) days thereafter. Upon termination Grantee shall remove its Pipeline and/or Access Road and restore the land as near as possible to its condition prior to Grantee's entry thereon; or, with Grantor's prior written permission, leave all or a portion of its facilities in place and relinquish all right, title, and interest to the facilities to Grantor. In the event Grantee should leave its facilities in place, Grantee shall nevertheless continue to indemnify Grantor as provided in paragraph above.

9. Taxes and Assessments. Grantee shall pay all taxes and assessments of any kind which shall be levied against the Easement by reason of Grantee's use or occupancy thereof, except those being contested in good faith, and shall keep the Easement free from any liens that may attach thereto by reason of Grantee's use or occupancy thereof.

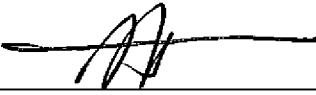
10. Litigation Expense. If any suit or action arising out of or related to this Easement is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

11. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

IN WITNESS WHEREOF, this Easement shall be dated and effective upon the date of the last signature below:

**Grantor:**

MESQUITE PRESIDIO, LLC, a Utah limited liability company

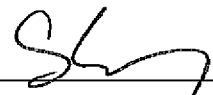
By: 

Its: manager

Dated: 7/17/2018

**Grantee:**

Mapleton City, a municipal corporation of the State of Utah

By: 

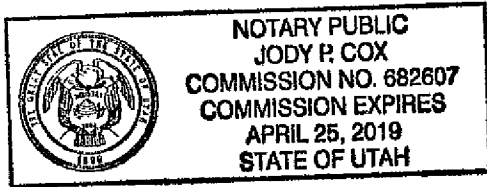
Its: Community Development Director

Dated: 7-18-18

**ACKNOWLEDGMENT**

STATE OF UTAH )  
 ) ss.  
COUNTY OF UTAH )

On this 17<sup>th</sup> day of July, 2018, personally appeared before me Jack Evans, who being by me duly sworn, did say that he/she is the signer of the within instrument on behalf of **MESQUITE PRESIDIO, LLC**, a Utah limited liability company, and that the within and foregoing Pipeline and Access Road Easement Agreement was signed on behalf of MESQUITE PRESIDIO, LLC by actual authority.



Jody P. Cox  
Notary Public

My commission expires:  
4/25/19

Residing at Spanish Fork, Utah

**ACKNOWLEDGMENT**

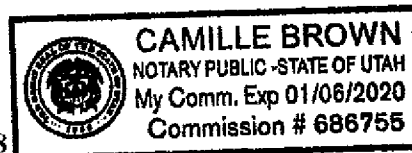
STATE OF UTAH )  
 ) ss.  
COUNTY OF UTAH )

On this 18<sup>th</sup> day of July, 2018, personally appeared before me Sean Conroy, who being by me duly sworn, did say that he/she is the signer of the within instrument on behalf of **Mapleton City**, a municipal corporation of the State of Utah, and that the within and foregoing Pipeline and Access Road Agreement was signed on behalf of Mapleton City by actual authority.

Camille Brown  
Notary Public

My commission expires:  
1/6/2020

Residing at Mapleton, Utah



**EXHIBIT "A"**

Grantor's Land

**Assessor's Parcel Numbers: 27:037:0095**

COM N 1346.16 FT & W 3.54 FT FR SE COR. SEC. 27, T8S, R3E, SLB&M.; S 89 DEG 58' 3" W 1325.25 FT; N 0 DEG 10' 6" W 12.85 FT; E 8.89 FT; N 975.57 FT; E 1313.8 FT; S 0 DEG 9' 3" E 987.67 FT TO BEG. AREA 29.815 AC.

**Assessor's Parcel Numbers: 27:037:0003**

COM AT E 1/4 COR. SEC. 27, T8S, R3E, SLB&M.; N 1320 FT; W 2640 FT; S 1320 FT; E 2640 FT TO BEG. AREA 80.000 AC.

**Assessor's Parcel Numbers: 27:036:0009**

COM AT W 1/4 COR. SEC. 26, T8S, R3E, SLB&M.; N 0 DEG 3' 19" W 1352.16 FT; N 89 DEG 19' 14" E 1296.22 FT; S 0 DEG 13' 2" W 1347.68 FT; S 89 DEG 7' 4" W 1289.87 FT; N 84 DEG 35' 49" E .002 FT TO BEG. AREA 40.067 AC.

**Assessor's Parcel Numbers: 27:036:0029**

COM S 1354.23 FT & W 790.45 FT FR N 1/4 COR. SEC. 26, T8S, R3E, SLB&M.; S 26 DEG 47' 10" W 126.14 FT; S 24 DEG 56' 32" W 172.17 FT; N 67 DEG 58' 24" W 92.04 FT; S 19 DEG 9' 0" W 117.7 FT; S 10 DEG 33' 47" W 142.83 FT; S 16 DEG 50' 49" E 46.91 FT; S 4 DEG 22' 47" W 219.71 FT; S 32 DEG 56' 0" W 118.98 FT; S 10 DEG 34' 4" W 213.91 FT; S 19 DEG 15' 40" W 308.71 FT; S 89 DEG 6' 48" W 36.04 FT; N 0 DEG 13' 2" E 280.66 FT; N 0 DEG 13' 2" E 1065.08 FT; N 89 DEG 19' 14" E 519.47 FT TO BEG. AREA 7.342 AC.

**Assessor's Parcel Numbers: 27:036:0020**

COM S 662.94 FT & E 1299.95 FT FR NW COR. SEC. 26, T8S, R3E, SLB&M.; N 89 DEG 25' 17" E 599.86 FT; S 65 DEG 4' 31" E 14.08 FT; S 4 DEG 45' 11" W 127.43 FT; S 5 DEG 30' 30" W 188.13 FT; S 18 DEG 24' 35" W 122.64 FT; S 2 DEG 27' 55" W 194.77 FT; S 26 DEG 47' 11" W 47.71 FT; S 89 DEG 19' 14" W 517.96 FT; W 1319.96 FT; N 16.5 FT; E 1320.02 FT; N 0 DEG 13' 2" E 657.32 FT TO BEG. AREA 9.351 AC.

**Assessor's Parcel Numbers: 27:036:0028**

COM S 6.82 FT & W 814.65 FT FR N 1/4 COR. SEC. 26, T8S, R3E, SLB&M.; S 21 DEG 25' 56" E 163.28 FT; S 10 DEG 46' 42" W 259.97 FT; S 8 DEG 10' 52" E 130.36 FT; S 5 DEG 18' 29" W 94.71 FT; S 65 DEG 4' 31" E 101.86 FT; S 89 DEG 25' 17" W 605.93 FT; N 0 DEG 13' 2" E 675.67 FT; N 89 DEG 31' 17" E 490.14 FT TO BEG. AREA 8.106 AC.



