



WHEN RECORDED RETURN TO:

Vineyard City
125 South Main Street
Vineyard, Utah 84059

Parcel No: 40:470:0004

Parcel No: 40:470:0005

ENT 73423:2021 PG 1 of 3

ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Apr 19 12:41 pm FEE 0.00 BY JR
RECORDED FOR VINEYARD CITY

UTILITY EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Lincoln Square Apartments, LLC, DBA Mill Point Apartments, GRANTOR, hereby grants, conveys and sets over to **Vineyard City**, a municipal corporation, as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace underground sewer and water, valves, valve boxes and other underground sewer and water transmission and distribution structures and facilities, here in after called the FACILITIES, said right-of-way and easement, being situate in Utah County, State of Utah, over and through the property described here in below:

A portion of Lot 1, Geneva Park East - Phase Two, according to the official plat thereof as recorded in the Office of the Utah County Recorder, more particularly described as follows:

A parcel of land located in Northwest Quarter of the Northeast Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; said property being more particularly described as follows:

Commencing at a point located South 00°02'55" East along the section line 52.75 feet and West 1451.14 feet from the Northeast Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along the easterly boundary of Lot 1, Geneva Park East-Phase Two Subdivision the following three (3) calls: South 00°33'35" East 0.78 feet, North 89°26'17" East 12.01 feet, along an arc of a 15.00 foot radius tangent curve to the right 23.56 feet (chord bears South 45°33'41" East 21.21 feet) to the westerly right-of-way of Mill Road and easterly boundary of Lot 1, Geneva Park East-Phase Two Subdivision; thence along the westerly right-of-way of Mill Road and the easterly boundary of Lot 1, Geneva Park East-Phase Two Subdivision the following three (3) calls: South 00°33'46" East 159.05 feet, along an arc of a 799.00 foot radius tangent curve to the left 466.86 feet (chord bears South 17°18'08" East 460.25 feet), South 34°02'40" East a distance of 37.41 feet to the Southeast Corner of Lot 1; thence North 89°59'49" West along the property line between Lot 1 and Lot 2 1020.20 feet to a point on the easterly right of way of the Union Pacific Railroad and westerly boundary line of Lot 1, Geneva Park East-Phase Two Subdivision; thence North 30°03'56" West along said right of way and westerly boundary line 731.57 feet; thence North 89°26'14" East 194.54 feet; thence along an arc of a 48.00 foot radius non-tangent curve to the left 58.01 feet (chord bears North 89°26'03" East a distance of 54.54 feet); thence North 89°26'03" East a distance of 951.13 feet to the point of beginning.

The following is shown for information purposes only: Tax ID No. 40-470-0004

AND

A portion of Lot 1, Geneva Park East - Phase Two, according to the official plat thereof as recorded in the Office of the Utah County Recorder, more particularly described as follows:

A parcel of land located in Northwest Quarter of the Northeast Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; said property being more particularly described as follows:

Commencing South 52.82 feet and West 1451.08 feet from the Northeast corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; and running thence South $89^{\circ}26'03''$ West 951.15 feet; thence along a curve to the right through a central angle of $69^{\circ}14'21''$ an arc distance of 58,005 feet (chord bears South $89^{\circ}26'03''$ West 54.54 feet); thence South $89^{\circ}26'03''$ West 194.54 feet; thence North $30^{\circ}04'07''$ West 44.21 feet; thence North $2^{\circ}43'35''$ East 0.02 feet; thence North $89^{\circ}26'06''$ East 1222.0 feet; thence South $0^{\circ}33'47''$ East 38.48 feet to the Point of Beginning.

The following is shown for information purposes only: Tax ID No. 40:470:0005

TO HAVE AND HOLD the same unto said GRANTEE for use by the GRANTEE and its invitees, agents, successors and assigns, with the right of ingress and egress of the GRANTEE, 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 and its contractors may use such portion of GRANTOR'S property within the above-described property 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, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

In conjunction with the granting, conveyance, and setting over of this Utility Easement, GRANTOR, its successors and assigns, hereby release and forever discharge GRANTEE, its successors and assigns, including but not limited to its officials, employees, servants, predecessors, insurers, agents, agencies, representatives, volunteers, and all persons acting by, through, or under them, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, guaranties, agreements, promises, liabilities, claims, demands, injuries, damages, or losses of any other kind or character, attorneys' fees, costs or expenses of any nature whatsoever, known or unknown, fixed or contingent, which now have or may hereafter be brought against GRANTOR or GRANTEE arising out of, based upon, or relating to the construction, installation, maintenance, repair, inspection, protection, removal, or replacement of the FACILITIES in this Utility Easement.

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

