

When recorded return to:

Spanish Fork City  
40 South Main  
PO Box 358  
Spanish Fork City, UT 54660



ENT 40246:2021 PG 1 of 4  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2021 Mar 03 1:44 pm FEE 0.00 BY CS  
RECORDED FOR SPANISH FORK CITY CORPORATI

## MUNICIPAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to:

SOD ENTERPRISES, LLC, a Utah Limited Liability Company,

Hereinafter referred to as GRANTOR, by

Spanish Fork 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 construction easement and a perpetual utility easement as hereinafter described over, across, under and through land of the GRANTOR, described as follows:

### Parcel Description

TAX ID NO: 25-016-0025

Entry 113971:2015

COMMENCING WEST 1215.43 FEET AND SOUTH 212.01 FEET AND SOUTH 47°07'26" WEST 177.5 FEET FROM EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 8'SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; SOUTH 21°11" WEST 1930.10 FEET; NORTH 51°17'04" WEST 677.21 FEET; NORTH 2°38'46" EAST 985.31 FEET; NORTH 38°31'33" EAST 307.91 FEET; NORTH 47°07'26" EAST 413.50 FEET TO BEGINNING.

LESS AND EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY: COMMENCING AT A POINT 1012.44 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 0°35' WEST 662.64 FEET; THENCE SOUTH 84° WEST 33 FEET; THENCE SOUTH 21°15' WEST 279.84 FEET; THENCE SOUTH 4° EAST 275.88 FEET; THENCE NORTH 62° EAST 121.44 FEET; THENCE SOUTH 9°40' WEST 1122 FEET; THENCE NORTH 80°03' EAST 26.46 FEET; THENCE SOUTH 0°30' WEST 150 FEET, MORE OR LESS, TO A POINT ON THE SOUTH BANK OF THE SPANISH FORK RIVER, WHICH POINT IS THE TRUE POINT OF BEGINNING FOR TRACT #2. MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE ABOVE DESCRIBED TRUE POINT OF BEGINNING; THENCE SOUTH 0°30' WEST 180 FEET; THENCE SOUTH 79° WEST 488.4 FEET; THENCE NORTH 25° WEST 286.44 FEET; THENCE NORTH 85° WEST 108.9 FEET; THENCE NORTH 25° WEST 286.44 FEET; THENCE SOUTH 83° WEST 195 FEET, MORE OR LESS. TO A POINT ON THE RIGHT OF WAY LINE OF THE COUNTY ROAD; THENCE NORTH 590 FEET, MORE OR LESS, TO A POINT ON THE SOUTH BANK OF THE SPANISH FORK RIVER;

THENCE SOUTHEASTERLY ALONG THE BANK OF THE RIVER TO THE POINT OF BEGINNING.

ALSO, LESS EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY: A PARCEL OF LAND IN FEE FOR A FREEWAY KNOWN AS PROJECT NO. 15-6, BEING PART OF AN ENTIRE TRACT OF PROPERTY, IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS APPROXIMATELY 369 FEET WEST AND 786 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89°50' WEST 11.5.5 FEET; THENCE NORTH 20° EAST 191.4 FEET; THENCE NORTH 65° WEST 255.4 FEET TO THE SOUTHEASTERLY RAILROAD RIGHT OF WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD; THENCE NORTHEASTERLY 381 FEET; MORE OR LESS, ALONG SAID RAILROAD RIGHT OF WAY LINE TO THE EAST BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTH 0°45' WEST 570 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMMISSION OF UTAH.

The easements may partially or completely lie within GRANTOR's property. The temporary construction easement shall be 50 feet in width granted for the time of original installation of the facilities hereinafter described, 25 feet on each side of the as-constructed center line of said facilities. **The perpetual easement shall be 20 feet in width, 10 feet on each side of the as-constructed center line of said facilities.** Proposed location described as follows:

#### Centerline Description

Commencing at the East quarter corner of Section 23, Township 8 South, Range 2 East, Salt Lake Meridian; thence West 1874.77 feet; thence South 1848.12 feet to a point on the grantors southerly boundary and the POINT OF BEGINNING; thence North 02°51'07" East 116.99 feet to a manhole; thence South 64°43'35" East 131.56 feet to a manhole; thence South 55°40'07" East 211.64 feet to a manhole; thence South 29°31'46" East 149.30 feet to a manhole; thence North 89°48'39" East 145.62 feet to a point on the grantors easterly boundary and the POINT OF ENDING.

The sidelines of said strip shall be lengthened or shortened to begin and end at the boundary of the grantors parcel.

#### Purpose and Conditions

TO HAVE AND TO HOLD the same unto the GRANTEE, the easements as follows:

A temporary construction easement with the right to install and inspect pipelines, valves, and other associated structures and appurtenances, (herein collectively called "facilities") over, across, under and through the easement that expires at the time the facilities are put into service; and

A perpetual easement with the right to install, inspect, maintain, operate, repair, protect, remove and replace municipal facilities over, across, under and through the easement.

So long as such facilities shall be maintained, with the right of ingress and egress to and from said easement for

the purpose described in the temporary construction and perpetual easements. During temporary periods, the GRANTEE may use such portion of the property along and adjacent to said easement as may be reasonably necessary in connection with the construction, maintenance, repair, removal, or replacement of the facilities. The GRANTEE shall notify GRANTOR prior to entering the easements for purposes of initial construction.

GRANTEE as a condition of the granting of the easements shall pay damages, restore or replace in kind, at the GRANTOR's discretion and at GRANTEE's expense, 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 other similar improvement over, across, or under the said easement, nor change the contour thereof without written consent of the GRANTEE. This easement grant shall be binding upon GRANTOR, his successors and assigns, and shall inure to the benefit of GRANTEE, its successors and assigns, and may be assigned in whole or in part by the GRANTEE.

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

