


When recorded, return to:  
SPANISH FORK CITY  
40 SOUTH MAIN  
SPANISH FORK UT 84660



ENT 70807:2011 PG 1 of 2  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2011 Oct 05 3:20 pm FEE 0.00 BY SS  
RECORDED FOR SPANISH FORK CITY CORPORATI

### PUBLIC UTILITY EASEMENT

The Grantors, CP FACTORY LLC, a Utah Limited Liability Company, of Salem City, County of Utah, State of Utah, hereby GRANTS AND CONVEYS to SPANISH FORK CITY, a municipal corporation, Grantee, for the sum of TEN DOLLARS and other good and valuable consideration, the following:

A 10' Public Utility Easement, in perpetuity for installation, maintenance, repair, and replacement of public utilities, sidewalks, and appurtenant parts thereof and the right to reasonable access to grantor's land for the above described purposes. The Easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns. Said easement is described as follows:

BEGINNING AT A POINT LOCATED SOUTH 1742.93 FEET AND WEST 1873.96 FEET FROM THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING N01°09'23"E FROM THE EAST QUARTER CORNER TO THE NORTHEAST CORNER OF SAID SECTION 23); THENCE N66°40'37"W 10.69 FEET; THENCE N02°38'46"E ALONG 1550 WEST 366.80 FEET; THENCE S88°18'05"E 10.00 FEET; THENCE S02°38'46"W 370.74 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.304 ACRES

Grantee, or its successors, heirs and assigns, shall repair and replace all grass, flowers, shrubs, trees, fences, sprinkler systems, parking areas, walkways, asphalt, concrete, and any other improvements located on the easement property or adjacent property of grantor that may be damaged in the prosecution of any work Grantee, its agents, servants, employees, or contractors, and shall otherwise restore the surface condition to the same or substantially the same condition that it was in prior to such work by Grantee and leave the easement and adjacent property of Grantor in a clean condition free of litter and debris.

that may be damaged in the prosecution of any work Grantee, its agents, servants, employees, or contractors, and shall otherwise restore the surface condition to the same or substantially the same condition that it was in prior to such work by Grantee and leave the easement and adjacent property of Grantor in a clean condition free of litter and debris.

IN WITNESS WHEREOF, Grantor's have set their hands this 18th day of August, 2011

GRANTOR: CP FACTORY LLC,

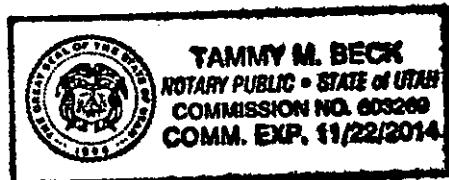
By: [Signature]

Name (Print): Lew Christensen

Its: Owner

STATE OF UTAH )  
: SS.  
COUNTY OF UTAH )

On the 18th day of August, 2011 personally appeared before me, Lew Christensen, personally known to me to be the Owner of the CP FACTORY LLC, who duly acknowledged to me that he signed the foregoing instrument as the Owner for the CP FACTORY LLC, and on oath stated that he was authorized to execute said instrument on behalf of said COMPANY and that said COMPANY executed the same.



[Signature]  
NOTARY PUBLIC