

When Recorded, Mail To:
City of Provo
351 W Center St
Provo, UT 84601

ENT 104394:2015 PG 1 of 6
Jeffery Smith
Utah County Recorder
2015 Nov 18 03:37 PM FEE 21.00 BY CS
RECORDED FOR Kirton & McConkie
ELECTRONICALLY RECORDED

With A Copy To:
GSC Provo, LLC
1188 Sportsplex Dr Ste 102
Kaysville, UT 84037

Parcel No. 19-064-0027

(Space above for Recorder's use only)

PUBLIC SEWER UTILITY EASEMENT

11 THIS PUBLIC SEWER UTILITY EASEMENT (this "**Instrument**") is entered into this day of NOV, 2015, by and between GSC PROVO, LLC, a Utah limited liability company ("**Grantor**"), and the CITY OF PROVO, a body corporate and politic of the State of Utah ("**Grantee**").

RECITALS

A. Grantor owns certain real property ("**Grantor's Property**") located in the County of Utah, State of Utah. Grantor's Property is more particularly described in the legal description on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee desires to obtain a public sewer utility easement over and across a portion of the Grantor's Property (collectively, the "**Easement**"). Grantor is willing to grant the Easement to Grantee for the purposes more particularly described herein, subject to the terms and conditions set forth herein. Those portions of Grantor's Property upon which the Easement lies (the "**Easement Area**") are more particularly described in the legal description on Exhibit B and depicted on Exhibit C, both attached hereto and incorporated herein by this reference. Should there be any discrepancy between the legal description on Exhibit B and the depiction on Exhibit C, the legal description on Exhibit B shall control.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. **Easement.** Grantor hereby conveys to Grantee, without warranty whatsoever, a perpetual, non-exclusive, easement on, over, and across the Easement Area, for the purposes of installing, using, replacing, operating, altering, removing, maintaining, and repairing public sewer utilities (collectively, the "**Improvements**"). Grantee shall at all times ensure uninterrupted and unimpeded pedestrian and vehicular ingress to and egress from Grantor's Property.

2. **Access.** Grantee and its agents, servants, consultants, contractors and subcontractors (collectively, "**Grantee's Agents**") will have the right to enter upon the Easement

Area for the purposes permitted by this Instrument. Grantee will enter upon the Easement Area at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee's Agents.

3. **Reservation by Grantor.** Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the above, Grantor reserves the right to require the relocation of the Improvements at any time at Grantor's cost and expense, provided that such relocation provides Grantee with comparable easement rights and such relocation terminates the use of the easement in its prior location.

4. **Maintenance and Restoration.** Grantee, at its sole cost and expense, will maintain and repair the Improvements and any and all related improvements installed by Grantee, or for the benefit of Grantee, in good order and condition. Grantee will promptly repair any damage to Grantor's Property and Grantor's improvements located thereon caused by Grantee and/or Grantee's Agents, and will restore Grantor's Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on Grantor's Property by Grantee and Grantee's Agents. Grantee will give written notice to Grantor before entering onto Grantor's Property for the purpose of maintenance of the Easement.

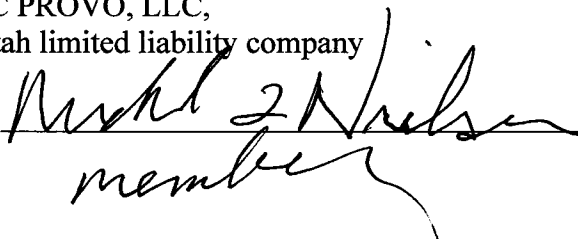
5. **Condition of Grantor's Property/Release.** Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects. The Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

6. **Miscellaneous.** This Instrument constitutes and represents the entire agreement of the parties hereto with respect to the subject matter hereof, and all other prior agreements, covenants, promises and conditions, oral or written, between the parties are incorporated herein or superseded in their entirety by this Instrument. The parties acknowledge and agree that all of the terms and conditions of this Instrument are contractual in nature and shall be interpreted under any applicable law as contractual obligations and the parties waive any claims or defenses to the contrary. In the event that this Instrument or any provision hereof shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the party who breaches or defaults hereunder. Grantee's right to use the Easement Area shall be subject to the aforementioned conditions, which upon the recordation of this Instrument or use of the Easement granted herein shall be deemed to have been agreed and accepted by Grantee.

IN WITNESS WHEREOF, Grantor has executed this Instrument on the day and year first above written.

GRANTOR:

GSC PROVO, LLC,
a Utah limited liability company

By: 
member



Michael L. Nielsen
Member

State of Utah)

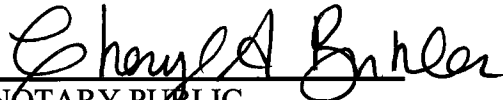
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County of Salt Lake)

NOTARY CLAUSE

I hereby certify that on November 17, 2015, Michael L. Nielsen, while in my presence, while under oath or affirmation, and after presenting satisfactory proof of identity to me, voluntarily signed the foregoing document titled **Public Sewer Utility Easement**, and in so doing affirmed that he has authority in his capacity as **Member** to act for and in behalf of GSC Provo, LLC, A Utah Limited Liability Company.

DATED this 17 day of November, 2015.


NOTARY PUBLIC
(Notary Seal)

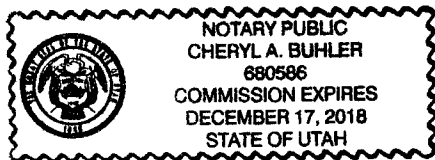


EXHIBIT A

[Legal Description of Grantor's Property]

THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF UTAH, STATE OF UTAH, SPECIFICALLY DESCRIBED AS:

COMMENCING AT A POINT LOCATED ON THE NORTHEASTERLY BOUNDARY OF U.S. HIGHWAY 89/91 AND SOUTHERLY BOUNDARY OF 1720 NORTH STREET, PROVO, UTAH, SAID POINT BEING LOCATED EAST ALONG THE SECTION LINE 980.45 FEET AND SOUTH 1454.12 FEET FROM THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID 1720 NORTH STREET AS FOLLOWS: NORTH 55°17'39" EAST 35.69 FEET; THENCE ALONG THE ARC OF A 176.06 FOOT RADIUS CURVE TO THE RIGHT 104.48 FEET (CHORD BEARS NORTH 72°17'39" EAST 102.95 FEET; THENCE NORTH 89°17'39" EAST 533.15 FEET; THENCE SOUTH 07°33'00" WEST 469.30 FEET TO AN IRON PIN IN A FENCE CORNER; THENCE NORTH 46°10'00" WEST 261.17 FEET ALONG THE NORTHEASTERLY LINE OF PHILLIPS PETROLEUM COMPANY PROPERTY TO AN IRON PIN; THENCE SOUTH 55°39'00" WEST 161.49 FEET ALONG THE NORTHWESTERLY LINE OF SAID PHILLIPS PETROELUM PROPERTY; THENCE SOUTH 14°31'00" WEST 99.65 FEET ALONG THE WESTERLY LINE OF THE PHILLIPS PETROLEUM PROPERTY; THENCE NORTH 34°04'00" WEST ALONG THE NORTHEASTERLY BOUNDARY OF U.S. HIGHWAY 89/91, 366.34 FEET; THENCE NORTH 23°03'30" WEST ALONG THE NORTHEASTERLY BOUNDARY OF SAID U.S. HIGHWAY 89/91, 119.86 FEET TO THE POINT OF BEGINNING.

19-064-0027

EXHIBIT B

(Legal Description of Easement Area)

THAT CERTAIN EASEMENT AREA LOCATED IN THE COUNTY OF UTAH, STATE OF UTAH, SPECIFICALLY DESCRIBED AS:

PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE STREET, SAID POINT BEING N00°41'45"W ALONG THE SECTION LINE, 809.81 FEET AND N89°18'15"E 1219.21 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE S68°42'24"E 40.42 FEET; THENCE S14°29'38"W 10.07 FEET; THENCE N68°42'24"W 26.39 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE STREET; THENCE N35°23'22"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 18.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 334 SQUARE FEET OR 0.008 ACRES

EXHIBIT C

(Depiction of the Easement Area)

