

When recorded return to:

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



ENT 40244:2021 PG 1 of 5
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Mar 03 1:42 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:

UTAH WEST, LLC, a Nevada 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

Beginning at a point on the Grantors' West deeded title line, which is described as being East 1092.30 feet from the Southwest Corner of Section 12, Township 8 South, Range 2 East Salt Lake Meridian; thence along the said westerly title line East 12.54 feet; thence continuing along said westerly title line South 0°35' West 369.40 feet to the intersection of said title line with the extended line of the long-standing southerly boundary fence line; thence along the said southerly boundary fence line and other long-standing boundary fence lines by the following seven (7) courses and distances: South 89°42'05" East 698.97 feet; thence North 5°27'08" West 9.20 feet; thence North 74°47' East 52.87 feet; thence North 67°29' East 17.78 feet; thence North 8°09'19" East 221.01 feet; thence North 88°25'36" East 71.82 feet; thence North 89°03'23" East 664.63 feet; thence leaving said old boundary fence lines and continuing along an old fence line North 27°08'09" West 516.53 feet to a fence corner, and a corner point on the property of the Emerald Precision Casting Company; thence following along fence lines and remnants of old boundary fence lines, and the deeded title line of the said Emerald Precision Casting company property by the following nine (9) courses and distances: North 35°08'53" West 183.99 feet; thence North 42°07'09" West 167.56 feet; thence North 50°28'45" West 35.55 feet; thence North 63°51'59" West 89.07 feet; thence North 72°17'40" West 25.09 feet; thence North 58°33'28" West 49.29 feet; thence North 67°07'34" West 51.89 feet; thence North 72°31'13" West 102.04 feet; thence North 40°26'33" West 325.07 feet; thence leaving the deeded property line of the Emerald Precision Casting Company and continuing along old fence lines and remnants of old fence lines by the

following three (3) courses and distances: South 89°47'24" West 377.58 feet; thence South 86°19'29" West 46.39 feet; thence South 88°21'49" West 151.01 feet; more or less, to the Grantor' westerly deeded title line; thence South 0°15' West along said Westerly title line 673.01 feet; thence continuing along said westerly title line South 89°52'50" East 20.46 feet; thence continuing along said westerly title line South 0°15' West 334.62 feet to the point of beginning. Containing an area of 34.51 acres, more or less.

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 Southwest corner of Section 12, Township 8 South, Range 2 East, Salt Lake Meridian; thence North 312.96 feet; thence East 1093.68 feet to a point on the grantors westerly boundary and the POINT OF BEGINNING; thence North 89°57'44" East 395.56 feet to a manhole; thence South 89°45'50" East 400.13 feet to a manhole; thence North 88°59'11" East 400.12 feet to a manhole; thence North 88°58'18" East 123.30 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 such as an underground sewer line.

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 such as an underground sewer line. 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 such as an underground sewer line.

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.

IN WITNESS WHEREOF the GRANTOR has caused this instrument to be executed by its proper officers thereunto duly authorized, this 7th day of January, 2021.

Utah West, LLC
Limited Liability Company

By: Bud A. West
Manager

Joyce A. West
Manager

STATE OF NEVADA)

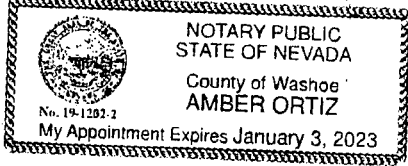
COUNTY OF WASHOE) :SS.

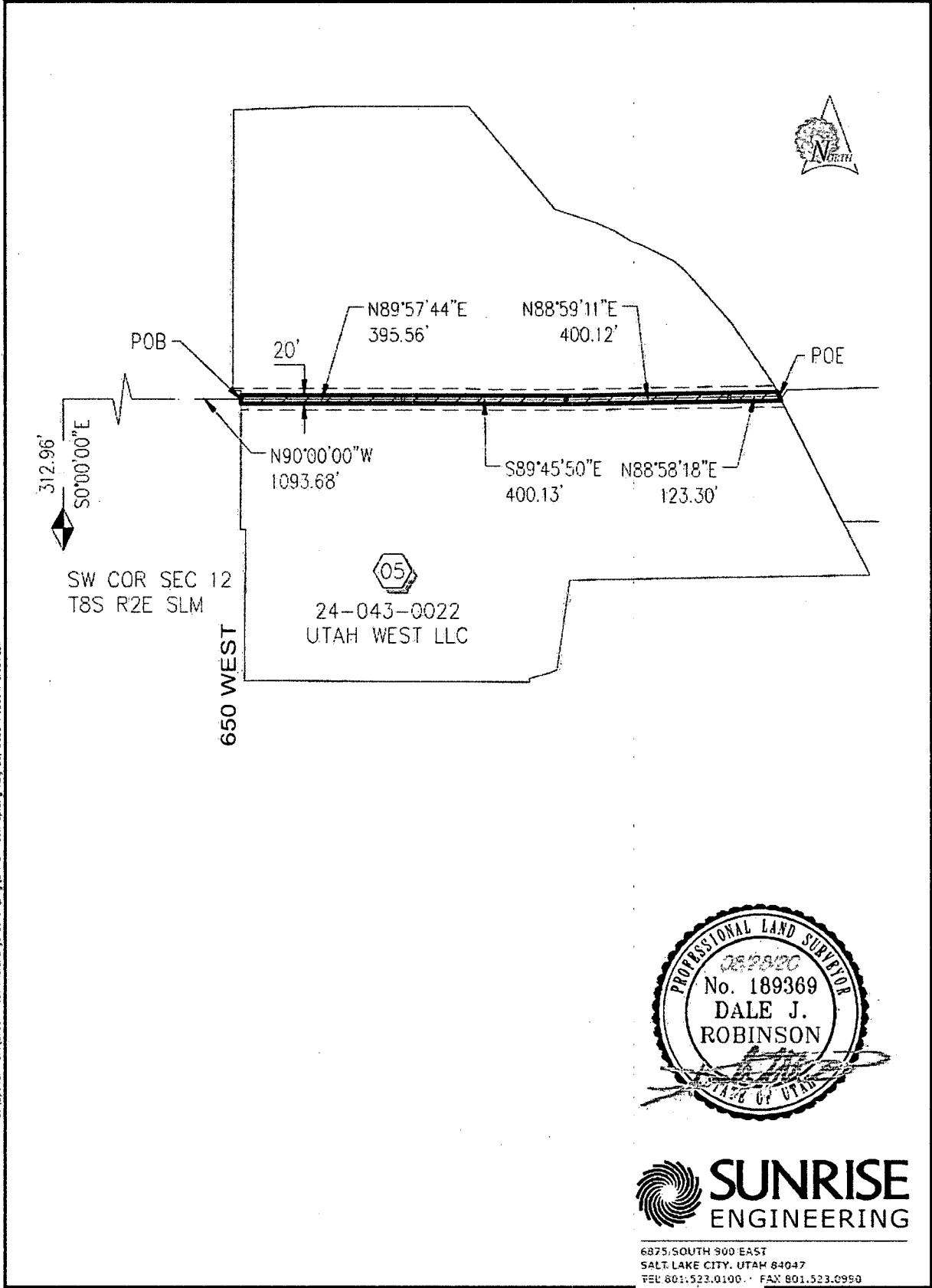
On the date first above written personally appeared before me, Bud Brian West
and Joyce Anita West who, being duly sworn,

^{As they are} says that he is the Managers of Utah West, LLC, a Limited

Liability Company, and that the within and foregoing instrument was signed in behalf of said company by authority of its articles of organization, and said managers Bud A. West and Joyce A. West acknowledged to me that said company executed the same.

Amber Ortiz
NOTARY PUBLIC





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