



ENT 104145:2022 PG 1 of 6
 ANDREA ALLEN
 UTAH COUNTY RECORDER
 2022 Sep 26 2:25 pm FEE 0.00 BY CS
 RECORDED FOR AMERICAN FORK CITY

After recording return to:
 American Fork City
 Attn: City Recorder
 51 East Main Street
 American Fork, Utah 84003

Tax Parcel # 13:059:0132

WATER UTILITY EASEMENT

For the sum of Forty Dollars (\$40.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor hereby grants, conveys, sells, and sets over unto **AMERICAN FORK CITY, a Utah municipal corporation**, as Grantee, its successors and assigns, a perpetual non-exclusive easement to construct, maintain, operate, repair, inspect, protect, install, remove, and replace water pipelines, laterals, manholes, meters, fire hydrants and / or other water distribution structures and facilities. Said easement being situated in Utah County, State of Utah, through a strip of Grantor's land, which easement is more particularly described as follows:

North Waterline Easement

An easement for waterline purposes crossing a portion of a parcel of ground lying and situate in the East Half of the South East Quarter, Section 24, Township 5 South, Range 1 East, SLB&M (Tax Parcel # 13:059:0132) as conveyed by Warranty Deed with entry number 202539:2021 in the Utah County Recorder's Office. Basis of Bearing for subject parcel being South 45° 01'56" East 3791.23 feet measured between the found Utah County Brass Caps monumenting the North Quarter Corner and East Quarter Corner of Section 25, Township 5 South, Range 1 East, SLB&M.

Commencing at said North Quarter Corner of Section 25, Thence South 89° 35'49" East 1339.53 feet; Thence North 0° 29'02" East 38.14 feet; Thence North 0° 30'38" East 22.57 feet; Thence North 9° 35'42" East 131.64 feet; Thence North 9° 35'42" East 353.31 feet to a point on the south Right of Way line of 620 South Street as shown on the Vest Road Dedication Plat recorded as Entry 54716:2019, Map 16589 of the Utah County Records; Thence coincident with said Right of Way line South 80° 25'43" East 238.17 feet to the True Point of Beginning:

Thence continuing coincident with said Right of Way line South 80° 25'43" East 92.45 feet; Thence South 10° 01'07" West 150.75 feet; Thence South 79° 58'53" East 7.64 feet; Thence South 10° 01'07" West 20.00 feet; Thence North 79° 58'53" West 6.05 feet; Thence South 00° 12'49" West 68.25 feet; Thence South 89° 47'11" East 10.00 feet; Thence South 00° 02'04" East 20.00 feet; Thence North 89° 47'11" West 30.09 feet; Thence North 0° 12'49" East 99.30 feet; Thence North 10° 01'07" East 153.11 feet; Thence North 80° 25'43" West 72.37 feet; Thence North 09° 34'17" East 10.00 feet to the Point of Beginning.

East Waterline Easement

An easement for waterline purposes crossing a portion of a parcel of ground lying and situate in the East Half of the South East Quarter, Section 24, Township 5 South, Range 1 East, SLB&M (Tax Parcel # 13:059:0132) as conveyed by Warranty Deed with entry number 202539:2021 in the Utah County Recorder's Office. Basis of Bearing for subject parcel being South $45^{\circ} 01' 56''$ East 3791.23 feet measured between the found Utah County Brass Caps monumenting the North Quarter Corner and East Quarter Corner of Section 25, Township 5 South, Range 1 East, SLB&M.

Commencing at said North Quarter Corner of Section 25, Thence South $89^{\circ} 35' 49''$ East 1339.53 feet; Thence South $0^{\circ} 29' 02''$ West 102.29 feet to a point on the north Right of Way line of Quality Drive as shown on the Vest Road Dedication Plat recorded as Entry 54716:2019, Map 16589 of the Utah County Records; Thence South $89^{\circ} 48' 07''$ East 899.22 feet coincident with said north Right of Way to a point of curvature; Thence Northeasterly 15.90 feet along the arc of a 10.00 ft radius curve to the left (Center bears North $0^{\circ} 11' 53''$ East with a Delta of $91^{\circ} 06' 44''$) to a point on the west Right of Way line of 860 East Street per said Vest Plat; Thence coincident with said west Right of Way Line North $0^{\circ} 54' 51''$ West 269.24 feet to the True Point of Beginning:

Thence South $89^{\circ} 55' 16''$ West 89.60 feet; Thence North $39^{\circ} 51' 54''$ West 75.39 feet; Thence North $50^{\circ} 08' 06''$ East 20.00 feet; Thence South $39^{\circ} 51' 54''$ East 66.01 feet; Thence North $89^{\circ} 55' 16''$ East 79.96 feet; Thence South $0^{\circ} 54' 51''$ East 20.00 feet to the Point of Beginning.

To have and hold the same unto said Grantee, its successors and assigns, with right of ingress and egress in said Grantee, its contractors and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said facilities; provided, however, that Grantee and its agent will enter upon the easement and Grantor's property at their sole risk and hazard. Grantee and Grantee's agents accept the easement granted herein and all aspects thereof in their "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 existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the same.

At no time shall Grantor, its successors, licensees, lessees, contractors or assigns or their agents or employees erect or permit to be erected any building or structure of any kind within the boundaries of said perpetual easement (porches, steps, walkways, utilities, meters, fencing, landscaping, etc. excepted). Notwithstanding the foregoing, Grantor reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the easement granted herein.

Grantee shall, at its sole cost and expense, maintain and repair any Grantee-owned infrastructure located within the easement in good order and condition. Grantee shall promptly repair any damage to the Grantor's property caused by Grantee and/or Grantee's agents as set forth in Utah Code Ann. §54-3-27(2)(b).

Grantee shall maintain, and ensure that all of Grantee's agents maintain, policies of insurance which, at a minimum, are sufficient to insure Grantee's obligations as set forth herein. Without limiting the foregoing, Grantee may fulfill its insurance obligations under this provision by means of self-insurance.

Nothing contained herein shall be deemed to be a gift or dedication of any portion of Grantor's property to the general public or for the general public or for any public purpose whatsoever, nor do the provisions herein create any third party beneficiary rights in any person not specifically benefited by the terms and provisions hereof.

This agreement shall be governed and construed in accordance with the laws of the State of Utah. In the event any legal action or proceeding for the enforcement of any right or obligation herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees. This agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts shall constitute one and the same agreement.

In witness whereof, the Grantor has executed this easement this

8 day of July, 2022.

AF III QOZB, LLC
A Utah limited liability company
By its Managers:

THE RITCHIE GROUP, L.C.,
a Utah limited liability company

Paul Ritchie
By: Paul Ritchie
Its: Manager

ALLIED SOLUTIONS GROUP, INC.,
a Utah corporation

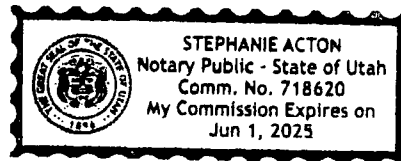
By:
Its:

Acknowledgement

State of Utah)
 :SS
County of Salt Lake City

On the 8th day of July, 2022, personally appeared before me Stephanie Acton
a notary public, Paul Ritchie who acknowledged himself to be the Manager of The
Ritchie Group, L.C., and that he, as such manager of AF III QOZB, LLC, being authorized so to
do, executed the foregoing instrument for the purposes therein contained.

Stephanie Acton
Notary Public



State of Utah)
 :SS
County of _____)

On the _____ day of _____, 20____, personally appeared before me _____,
a notary public, _____ who acknowledged himself to be the _____
of Allied Solutions Group, Inc., and that he, as such manager of AF III QOZB, LLC, being
authorized so to do, executed the foregoing instrument for the purposes therein contained.

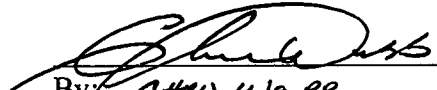
Notary Public

AF III QOZB, LLC
A Utah limited liability company
By its Managers:

THE RITCHIE GROUP, L.C.,
a Utah limited liability company

By:
Its: Manager

ALLIED SOLUTIONS GROUP, INC.,
a Utah corporation


By: CHRIS WEBB
Its: VICE PRESIDENT

Acknowledgement

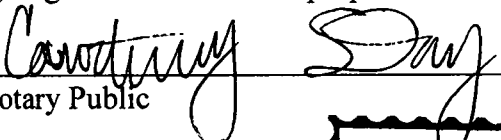
State of Utah)
 :SS
County of _____)

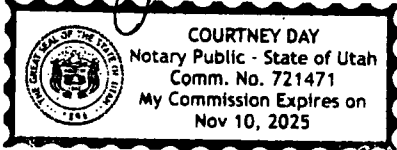
On the _____ day of _____, 20____, personally appeared before me _____,
a notary public, _____ who acknowledged himself to be the Manager of The
Ritchie Group, L.C., and that he, as such manager of AF III QOZB, LLC, being authorized so to
do, executed the foregoing instrument for the purposes therein contained.

Notary Public

State of Utah)
 :SS
County of UTAH)

On the 11th day of JULY, 20 22, personally appeared before me Courtney Day,
a notary public, CHRIS WEBB who acknowledged himself to be the VICE PRESIDENT
of Allied Solutions Group, Inc., and that he, as such manager of AF III QOZB, LLC, being
authorized so to do, executed the foregoing instrument for the purposes therein contained.


Notary Public



ACCEPTED BY:

AMERICAN FORK CITY

Bradley J. Frost, Mayor