

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



ENT 104146:2022 PG 1 of 6
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Sep 26 2:26 pm FEE 0.00 BY CS
RECORDED FOR AMERICAN FORK CITY

Tax Parcel # 13:059:0132

PUBLIC 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 public utilities. 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:

A strip of land to be used for a Public Utility Easement lying and situate in the East Half of the South East Quarter, Section 24, and in the North Half of the Northeast Quarter, Section 25, 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.

The Public Utility Easement shall be 10 ft wide adjacent to the city street right-of-way for the following three streets: 620 South Street, 860 East Street, and Quality Drive. The Public Utility Easement shall be 5 ft wide adjacent to the property line that is not fronting on a public street. The property line forming the outer boundary of the Public Utility Easement is described as follows:

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 and to the True Point of Beginning of the 10 ft wide Public Utility Easement:

Thence the following two (2) calls coincident with said Right of Way line: 1) South 80° 25'43" East 474.43 feet to a point of curvature, and 2) Southeasterly 96.61 feet along the arc of a 1300.00 ft. radius curve to the left (center bears North 9° 34'17" East with a Delta of 4° 15'27"); Thence South 82° 35'08" East 38.28 feet to a point of curvature; Thence Southeasterly 44.86 feet along the arc of a 176.37 ft. radius curve to the left (center bears North 07° 24'52" East with a Delta of 14° 34'22") to a non-tangent point of

Approved as to form: American Fork City Attorney

curvature and a point on said south Right of Way line; Thence the following two (2) calls coincident with said Right of Way line: 1) Southeasterly 37.70 feet along the arc of a 1300.00 ft. radius curve to the left (center bears North 01° 39'41" East with a Delta of 01° 39'41"), 2) EAST 54.25 feet; Thence Southeasterly 143.58 feet along the arc of a 176.44 ft. radius non-tangent curve to the right (center bears South 30° 42'56" West with a Delta of 46° 37'34") 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 South 0° 54'51" East 424.15 feet to a point of curvature; Thence Southwesterly 15.90 feet along the arc of a 10.00 ft radius curve to the right (Center bears South 89° 05' 09" West with a Delta of 91° 06'44") to a point on the north Right of Way line of Quality Drive per said Vest Plat; Thence North 89° 48'07" West 501.53 feet coincident with said north Right of Way to the end of the 10 ft wide Public Utility Easement and the beginning of the 5 ft wide Public Utility Easement:

Thence North 0° 06'23" West 292.88 feet; Thence North 89° 48'07" West 373.82 feet; Thence North 9° 35'42" East 353.31 feet to a point on the south Right of Way line of 620 South Street per said Vest Plat and the end of the 5 ft wide Public Utility Easement.

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

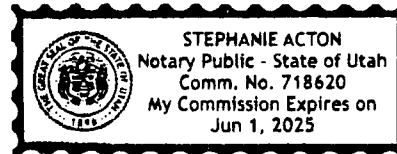
By:
Its:

Acknowledgement

State of Utah)
County of Salt Lake :SS

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)
County of _____ :SS

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

Chris Webb
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.

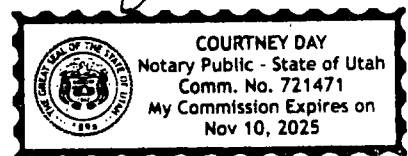
Notary Public

State of Utah)
 :SS
County of Utah)

On the 11th day of JULY, 2022, 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.

Courtney Day
Notary Public

Approved as to form: American Fork City Attorney



ACCEPTED BY:

AMERICAN FORK CITY

Bradley J. Frost, Mayor