

After recording return to:

American Fork City
Attn: City Recorder
51 East Main Street
American Fork, Utah 84003



ENT 35188:2023 PG 1 of 6
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Jun 01 12:10 pm FEE 0.00 BY TH
RECORDED FOR AMERICAN FORK CITY

WATERLINE UTILITY EASEMENT

For the sum of Ten Dollars (\$10.00) 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 easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace sewer and/or water pipelines, laterals, manholes, and other sewer and/or water transmission and distribution structures and facilities. Said easement being situated in Utah County, State of Utah, through a parcel of Grantor's land, which easement is more particularly described on **Exhibit "A"** and depicted on **Exhibit "B"** attached hereto and incorporated herein by this reference.

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. 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 ensure 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.

Approved as to form: American Fork City Attorney

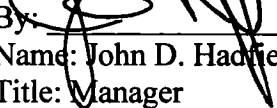
This agreement shall be governed and construed in accordance with the laws of the State of Utah. In the event any legal action or proceeding for the enforcement of any right or obligation herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

In witness whereof, Grantor has executed this easement this ____ day of _____, 2022.

“GRANTOR”

JD XVIII, LLC,
a Utah limited liability company

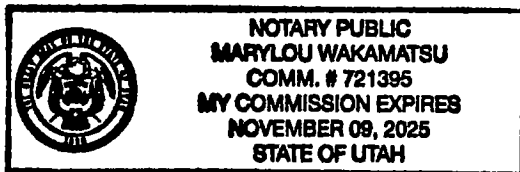
By: 
Name: John D. Hadfield
Title: Manager

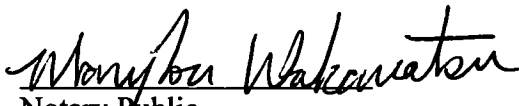
State of Utah

:SS

County of Utah

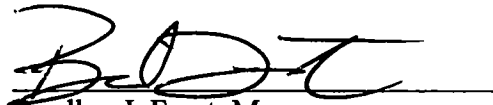
On the 30 day of June, 2022, personally appeared before me John D. Hadfield, who acknowledged to be the Manager of JD XVIII, LLC, and that he, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained.




Notary Public

ACCEPTED BY:

AMERICAN FORK CITY


Bradley J. Frost, Mayor

State of Utah

:SS

County of Utah

On the 30 day of May, 2023, personally appeared before me Bradley J. Frost, who acknowledged to be the Mayor of American Fork City, and that he, as Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

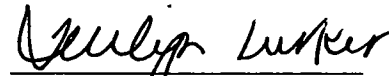

Notary Public



Exhibit "A"

A waterline easement being a part of Lot 1, Plat "M" Utah Valley Business Park recorded August 14, 2014 as Entry No. 56927:2014 having Map# 14337 in the Office of the Utah County Recorder. Said easement is located in the Northeast Quarter of Section 25, Township 5 South, Range 2 East, Salt Lake Base and Meridian and is described as follows:

Beginning at a point, which is 6.00 feet S. $00^{\circ}42'24''$ W. (R=S $0^{\circ}42'08''$ W) and 14.93 feet N. $89^{\circ}47'51''$ W. from the northeasterly corner of said Lot 1; thence S. $01^{\circ}03'16''$ W. 10.71 feet; thence S. $21^{\circ}26'44''$ E. 39.76 feet; thence S. $00^{\circ}42'24''$ W. (R=S $0^{\circ}42'08''$ W) 365.27 feet; thence S. $23^{\circ}33'16''$ W. 39.25 feet; thence S. $88^{\circ}24'50''$ E. 7.03 feet; thence S. $01^{\circ}35'10''$ W. 20.00 feet; thence N. $88^{\circ}24'50''$ W. 314.36 feet; thence N. $43^{\circ}56'44''$ W. 8.07 feet; thence S. $46^{\circ}03'16''$ W. 33.23 feet; thence N. $88^{\circ}56'44''$ W. 24.72 feet; thence N. $01^{\circ}03'16''$ E. 20.00 feet; thence S. $88^{\circ}56'44''$ E. 16.44 feet; thence N. $46^{\circ}03'16''$ E. 24.95 feet; thence N. $43^{\circ}56'44''$ W. 23.99 feet; thence N. $01^{\circ}03'16''$ E. 388.06 feet to a point of non-tangency with a 306.00 – foot radius curve to the left, concave northerly (Radius point bears N. $05^{\circ}00'29''$ W.); thence Easterly 20.20 feet along the arc of said curve, through a central angle of $03^{\circ}46'54''$ (Chord bears N. $83^{\circ}06'04''$ E. 20.19 feet); thence S. $01^{\circ}03'16''$ W. 382.57 feet; thence S. $43^{\circ}56'44''$ E. 35.60 feet; thence S. $88^{\circ}24'50''$ E. 277.59 feet; thence N. $23^{\circ}33'16''$ E. 43.28 feet; thence N. $00^{\circ}42'24''$ E. 357.31 feet; thence N. $21^{\circ}26'44''$ W. 39.82 feet; thence N. $01^{\circ}03'16''$ E. 14.39 feet; thence S. $89^{\circ}47'51''$ E. 20.00 feet to the Point of Beginning.

The above-described easement contains 24,876 sq ft in area or 0.571 acres, more or less.

BASIS OF BEARING: S. $89^{\circ}35'36''$ E. along the Section line between the North Quarter corner and the Northeast Corner of said Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian.

Exhibit "B"

