

Old Towne Square, LLC
935 W. Center
Lindon, UT 84042
84042

ENT 44548:2016 PG 1 of 7
Jeffery Smith
Utah County Recorder
2016 May 19 03:50 PM FEE 23.00 BY SS
RECORDED FOR Vanguard Title Insurance Agency
ELECTRONICALLY RECORDED

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PUBLIC UTILITY EASEMENT #1

For value received, Old Towne Square, LLC of 935 West Center Lindon, UT 84042 (“Grantor”), hereby grant, convey, and set over to the City of Saratoga Springs, a body politic of the State of Utah, and all public utility companies including but not limited to Rocky Mountain Power, CenturyLink, Questar, and Comcast, hereinafter referred to as (“Grantee”), its successors and assigns, a perpetual right-if-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace various public utilities, and all necessary or desirable accessories and appurtenances thereto, hereinafter call the (“Facilities”), said right-of-way and easement, being situated in Utah County, State of Utah, over and through a parcel of the Grantors’ land and being more particularly described as follows:

EASEMENT CENTERLINE DESCRIPTION

A 10 FOOT WIDE EASEMENT WITH 10 FEET TO THE LEFT OF THE FOLLOWING DESCRIBED FUTURE ROAD RIGHT-OF-WAY LINE:

BEGINNING AT A POINT WHICH IS NORTH 166.02 FEET AND EAST 117.66 FEET FROM THE SOUTHWEST CORNER OF SECTION 7, T6S, R1E, SLB&M,

THENCE ALONG THE ARC OF A 3238.57 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 380.59 FEET (CENTRAL ANGLE 06°44'00" AND CHORD BEARS S18°48'47"E 380.37 FEET);
THENCE ALONG THE ARC OF A 42657.44 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 575.36 FEET (CENTRAL ANGLE 00°46'22" AND CHORD BEARS S13°31'58"E 575.36 FEET);
THENCE S 13°13'16" E 312.56 FEET;
THENCE ALONG THE ARC OF A 1860.38 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 31.54 FEET (CENTRAL ANGLE 00°58'17" AND CHORD BEARS S13°42'24"E 31.54 FEET);
THENCE N 76°46'44" E 61.37 FEET;
THENCE ALONG THE ARC OF A 253.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 184.52 FEET (CENTRAL ANGLE 41°47'16" AND CHORD BEARS S82°19'38"E 180.46 FEET);
THENCE S 61°26'00" E 81.87 FEET;
THENCE ALONG THE ARC OF A 197.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 97.27 FEET (CENTRAL ANGLE 28°17'23" AND CHORD BEARS S75°34'41"E 96.28 FEET);
THENCE S 89°43'23" E 5.26 FEET;
THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 24.06 FEET (CENTRAL ANGLE 91°54'31" AND CHORD BEARS N44°19'22"E 21.56 FEET);
THENCE N 01°37'54" W 215.64 FEET;
THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 20.31 FEET (CENTRAL ANGLE 77°34'38" AND CHORD BEARS N38°30'16"W 18.79 FEET);
THENCE N 77°17'35" W 182.29 FEET;
THENCE ALONG THE ARC OF A 253.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 224.84 FEET (CENTRAL ANGLE 50°55'06" AND CHORD BEARS N51°50'02"W 217.51 FEET) TO THE NORTH PROPERTY LINE.

BASIS OF BEARING: SECTION LINE BETWEEN THE NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SECTION 18 T6S, R1E, SLB&M BEARING S 00°16'35" W 2627.67 FEET.

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. **Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.**

Dated this 19th day of May, 2016.



GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF UTAH)

) ss.

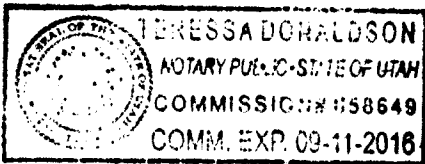
County of UTAH)

On this 19th day of May, 2016, before me, the undersigned Notary Public in and for said State, personally appeared Steven Larsen (name), known or identified to me to be the manager (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Teresa Donaldson

(notary signature)



NOTARY PUBLIC FOR UTAH (state)

Residing at: American Fork UT (city, state)

My Commission Expires: 9/11/16 (d/m/y)

Old Towne Square, LLC
 935 W. Center
 Lindon, UT 84042

PUBLIC UTILITY EASEMENT #2

For value received, Old Towne Square, LLC of 935 West Center Lindon, UT 84042 ("Grantor"), hereby grant, convey, and set over to the City of Saratoga Springs, a body politic of the State of Utah, and all public utility companies including but not limited to Rocky Mountain Power, CenturyLink, Questar, and Comcast, hereinafter referred to as ("Grantee"), its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace various public utilities, and all necessary or desirable accessories and appurtenances thereto, hereinafter call the ("Facilities"), said right-of-way and easement, being situated in Utah County, State of Utah, over and through a parcel of the Grantors' land and being more particularly described as follows:

EASEMENT CENTERLINE DESCRIPTION

A 10 FOOT WIDE EASEMENT WITH 10 FEET TO THE RIGHT OF THE FOLLOWING DESCRIBED FUTURE ROAD RIGHT-OF-WAY LINE:

BEGINNING AT A POINT WHICH IS S 00°16'35" W 1315.94 FEET AND EAST 533.68 FEET FROM THE SOUTHWEST CORNER OF SECTION 7, T6S, R1E, SLB&M,

THENCE ALONG THE ARC OF A 1860.38 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 183.27 FEET (CENTRAL ANGLE 05°38'40" AND CHORD BEARS N18°44'25"W 183.20 FEET);

THENCE N 76°46'44" E 59.58 FEET;

THENCE ALONG THE ARC OF A 197.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 129.19 FEET (CENTRAL ANGLE 37°34'27" AND CHORD BEARS S84°26'02"E 126.89 FEET);

THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 22.12 FEET (CENTRAL ANGLE 84°28'40" AND CHORD BEARS S23°24'29"E 20.17 FEET);

THENCE S 18°49'51" W 24.24 FEET;

THENCE ALONG THE ARC OF A 253.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 125.61 FEET (CENTRAL ANGLE 28°26'45" AND CHORD BEARS S04°36'28"W 124.32 FEET);

THENCE S 89°43'23" E 57.09 FEET;

THENCE ALONG THE ARC OF A 197.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 107.62 FEET (CENTRAL ANGLE 31°17'59" AND CHORD BEARS N03°10'51"E 106.28 FEET);

THENCE N 18°49'51" E 9.98 FEET;

THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 26.11 FEET (CENTRAL ANGLE 99°44'10" AND CHORD BEARS N68°41'55"E 22.94 FEET);

THENCE S 61°26'00" E 8.07 FEET;

THENCE ALONG THE ARC OF A 253.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 124.92 FEET (CENTRAL ANGLE 28°17'23" AND CHORD BEARS S75°34'41"E 123.65 FEET);

THENCE S 89°43'23" E 86.85 FEET;

THENCE N 05°25'31" W 60.56 FEET;

THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 11.47 FEET (CENTRAL ANGLE 43°47'44" AND CHORD BEARS N23°31'46"W 11.19 FEET);

THENCE N 01°37'54" W 210.05 FEET;

THENCE ALONG THE ARC OF A 197.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 75.32 FEET (CENTRAL ANGLE 21°54'22" AND CHORD BEARS N09°19'17"E 74.86 FEET);

THENCE N 84°23'30" W 60.38 FEET;

THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 12.80 FEET (CENTRAL ANGLE 48°52'46" AND CHORD BEARS S78°16'02"W 12.41 FEET)

THENCE N 77°17'35" W 177.52 FEET;

THENCE ALONG THE ARC OF A 197.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 215.43 FEET (CENTRAL ANGLE 62°39'18" AND CHORD BEARS N45°57'56"W 204.85 FEET) TO THE NORTH PROPERTY LINE.

BASIS OF BEARING: SECTION LINE BETWEEN THE NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SECTION 18 T6S, R1E, SLB&M BEARING S 00°16'35" W 2627.67 FEET.

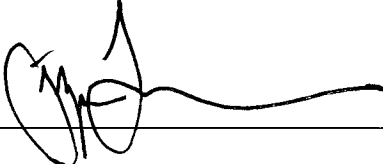
Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. **Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.**

Dated this 19th day of May, 2016.



GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF UTAH)

) ss.

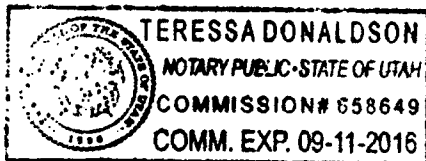
County of UTAH)

On this 19th day of May, 2016, before me, the undersigned Notary Public in and for said State, personally appeared Stephen Larsen (name), known or identified to me to be the manager (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Teressa Donaldson

(notary signature)



NOTARY PUBLIC FOR UTAH (state)

Residing at: American Fork UT (city, state)

My Commission Expires: 9/11/16 (d/m/y)

