

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT, (the "TCE") granted this _____ day of _____, 20____, by the United States Postal Service ("USPS"), an independent establishment of the executive branch of the Government of the United States, 475 L'Enfant Plaza, SW, Room 6670, Washington, DC 20260-1862 (the "Grantor"), to Santaquin City Corporation, a political subdivision of the state of Utah, located at 110 South Center Street, Santaquin, Utah 84655, (the "Grantee"). The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

RECITALS

A. Grantor is the owner of a tract of land and improvements in Santaquin City located at 50 West Main Street (the "Grantor's Parcel"), and legally described in Exhibit 1, attached hereto and incorporated herein, at which Grantor operates the Santaquin Branch [Main Office, Processing and Distribution Center, Branch, etc.].

B. Grantee has determined that a temporary construction easement over a portion of Grantor's Parcel, ("TCE Area"), shown and described in Exhibit 2, attached hereto and incorporated herein, is reasonably necessary for the demolition of existing concrete, asphalt, and landscaping located within and adjacent to the existing driveway for the drop box and the Center Street entrance and placement of new asphalt, concrete and landscaping as part of construction activities related to roadway improvements along the frontage of Center Street and Main Steet, hereinafter called the "Project", which Project is described in final design and construction plans dated August, 2023 under Santaquin City, Project Santaquin City Main Street Improvements ("Final Plans"), which are on file with Santaquin City, and are incorporated herein by reference.

C. Grantor and Grantee set forth below their respective rights and obligations for the TCE on Grantor's Parcel.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and the sum of _____, dollars (\$_____), of which said sum \$500.00 represents review fee and \$_____ represents the value of temporarily encumbering the TCE Area, and other good and valuable consideration, received in hand and acknowledged by the Grantor prior to the start of the term of the TCE, the Grantor and Grantee covenant and agree as follows:

AGREEMENTS

1. Grantor hereby grants, declares, establishes and creates for the benefit of Grantee a temporary, non-exclusive easement over, under, along, across, and upon the TCE Area, for the purpose of the demolition of existing concrete, asphalt, and landscaping located

within and adjacent to the existing driveway for the drop box and the Center Street entrance and placement of new asphalt, concrete and landscaping in the TCE Area as part of construction activities related to roadway improvements along the frontage of Center Street and Main Street, as shown in Exhibit 3, attached hereto and incorporated herein.

2. Term. This TCE shall commence on the execution of this agreement provided that it has been fully executed and that Grantee has paid Grantor the consideration referenced above. This TCE shall expire upon the Grantee's completion of the Project or by January 15, 2026 whichever shall first occur. Upon the expiration or termination of the TCE, all of the rights and benefits of Grantee in this TCE shall automatically cease and be of no further force or effect.

3. All work performed by Grantee or its contractors hereunder shall be coordinated with the postmaster or installation head and performed in full compliance with all applicable local, state and federal statutes, rules, regulations, orders, codes, directives, and ordinances, and any binding judicial or administrative interpretations thereof or requirements thereunder. In addition, Grantee shall obtain all necessary local, state and federal permits, licenses and approvals necessary for the performance of such work.

4. Prior to the expiration or termination of this TCE, Grantee shall restore the TCE Area to the same condition or better condition than it was in prior to Grantee's entry, including but not limited to installing new concrete, asphalt, landscaping, curb & gutter, and other surface improvements, as specified in Project plans; replacement of asphalt removed or destroyed for grading purposes; and replacement of fences, or other structures removed or damaged by Grantee in the course of performance of the work.

5. During the term of this TCE, Grantee shall be responsible for maintenance and repair of the TCE Area, which includes but is not limited to landscaping, grading, paving and removal of all trash and debris caused by Grantee's exercise of its rights under this TCE. In addition, Grantee shall be responsible for Grantee's equipment and facilities, and any and all costs related thereto. In the event the Grantee fails in its responsibility to maintain and repair the TCE Area as set forth above, upon reasonable notice and opportunity to cure, Grantor shall have the right to perform such maintenance and/or repair, and shall further have the right to recover its costs from the Grantee.

6. Insurance. Grantee and/or any consultant, contractor or subcontractor entering the TCE Area on its behalf, shall be required to maintain and keep in effect insurance, with USPS named as additionally insured, against claims for personal injury, (including death), and property damage, under a policy of comprehensive general public liability insurance, with such limits, (through basic coverage plus umbrella coverage), as may be reasonably requested by the Grantor from time to time, but not less than \$1,000,000 in coverage for bodily injury, (including death), and property damage, which amounts shall be adjusted upon reasonable request of Grantor from time to time to amounts which are normal and customary for similar operations. Such policies of insurance shall name USPS as an additional insured. The policy shall provide that it shall not be cancelable nor may it expire without at least thirty (30) days' prior written notice to the Grantor.

Prior to the commencement of the construction under the TCE, there shall be delivered to the Grantor a certificate of the insurance carrier certifying that the policy so delivered has been issued and is in effect and the duration thereof. At least thirty (30) days before any policy shall

expire (10 days for non-payment of premium), Grantee shall deliver to the Grantor a replacement certificate, and at least twenty (20) days prior to the date that the premium on any policy shall become due and payable, the Grantor shall be furnished with satisfactory evidence of its payment.

7. Grantee, by acceptance of this TCE, agrees for and on behalf of itself and all persons who may at any time use, occupy, visit or maintain said TCE herein granted to the Grantee, that the Grantor, shall not be responsible for damages, loss to property, injuries or death, which may arise from or be incident to the use or occupation of the TCE Area.

8. The Grantee, by acceptance of this TCE, agrees to indemnify and hold harmless, the Grantor against any and all claims, demands, damages, costs, expenses, and legal fees, including the cost of defense, for any loss, injury, death or damage to persons or property, which, at any time, is suffered or sustained by the Grantor, its employees, the public, or by any person whosoever may be using, occupying, visiting, or maintaining the property that is the subject of this TCE, or may be on or about the property that is the subject of this TCE, when such loss, injury, death or damage is asserted to have been caused by any negligent act or omission, or intentional act or misconduct of the Grantee, its agents, servants, employees, invitees, or contractors, or by the breach of this Easement by the Grantee or its agents, servants, employees, invitees, or contractors. In case of any action or proceeding brought against the Grantor, by reason of such a claim, upon notice from the Grantor, Grantee shall cover the cost to defend such action or proceeding. The Grantor shall not be liable and the Grantee waives and releases the Grantor from all claims for damage to persons or property sustained by the Grantee, or the Grantee's employees, agents, servants, invitees, contractors and customers resulting by reason of occupying or visiting the property that is the subject of this TCE and/or pertaining to any equipment or appurtenances being used. All property belonging to the Grantee and any use of the TCE shall be at the risk of the Grantee, and the Grantor shall not be liable for damages to any such property or for theft or misappropriation thereof.

9. Grantor reserves the right to use the TCE Area for any purpose not inconsistent with the rights herein granted. During the term of the TCE, Grantee agrees to provide the Grantor, its employees, contractors, customers, and the public with continual and uninterrupted access to the _____ Main Office. Further, Grantee agrees that Grantor's operations shall not be unreasonably interrupted, disrupted or otherwise impeded as a result of Grantee's activities. In the event Grantor, its employees, customers, or the public are not provided with continual and uninterrupted access to the _____ Main Office, or in the event Grantor's operations are unreasonably interrupted, disrupted or otherwise impeded, Grantee shall be in breach of this TCE. In the event of such a breach, Grantor shall notify the Grantee in writing of the precise nature of the breach; email notice to the City Manager is specifically allowed. Grantee shall remedy such breach within twenty-four (24) hours of its receipt of Grantor's written notice, or as soon thereafter as is reasonably practicable. In the event the Grantee fails to remedy such breach, the Grantor has the option of terminating this TCE by providing written notice to the Grantee that the TCE is terminated, in which event Grantee shall restore the TCE Area to its previous condition at no cost to the Grantor.

10. Notice: Prior to performing any activity within the TCE Area, Grantee shall provide Grantor with at least 48 hours prior notice by email (USPS to insert email address) before entering the TCE Area. For purposes of notices set forth herein, addresses are:

Grantee:
Attention:
[Address]

USPS: USPS HQ
Attention: Easement and Right of Way
Specialist
475 L'Enfant Plaza, SW, Room 6670
Washington, DC 20260-1862

With a Copy To:
Attention:
[Address]

With a Copy To: Local Postmaster
Attention:
[Address]

11. In the event Grantee fails for any reasonable period of time to exercise the rights and privileges herein granted, or in the event Grantee terminates the TCE, all such rights and privileges shall cease and the TCE herein granted shall revert to Grantor.

12. Any claim, controversy or dispute arising out of this TCE shall be governed by federal law.

13. This TCE is granted subject to any and all restrictions, covenants, other easements, encumbrances, liens of any kind, leases, and interests of others, including rights-of-way for roads, pipelines, railroads, and public utilities, whether or not matters of public record.

14. The Grantor does not warrant that the TCE Area is suitable for the purposes set forth herein and Grantee hereby waives any express or implied warranty on the part of Grantor. Grantor has no knowledge of subsurface conditions and makes no representations as to soil types, existence of underground utilities, or any other latent conditions that may impact Grantee's use and enjoyment of said TCE.

15. Grantee is not permitted to discharge storm water runoff within the TCE Area or Grantor's Parcel generally. Such prohibition shall include, but not be limited to, discharging silt, hazardous materials or other environmental contaminants within the TCE Area or Grantor's Parcel generally. Further, Grantee shall comply with all environmental laws when performing any activity within the TCE Area or Grantor's Parcel generally. In the event that any hazardous materials or other environmental contaminants are discharged by the Grantee, its employees, agents, contractors or invitees, the Grantee, shall be solely responsible for the cost of any remediation or clean up required by applicable law or regulations and shall indemnify and hold the USPS, its successors, and assigns harmless against any and all claims, demands, damages, costs, expenses, and legal fees incurred by USPS in connection with or related to any such discharge, remediation or clean up.

16. Authorized Representative. Each individual signing on behalf of a party to this TCE states that he or she is the duly authorized representative of the signing party and that his or her signature on this TCE has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

[SIGNATURES AND NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Construction Easement of the day and year first above written.

Grantor: United States Postal Service

By: _____

Its: Contracting Officer

STATE OF NORTH CAROLINA)
) ss
 COUNTY OF GUILFORD)

On this ____ day of _____, 2024, personally appeared before me _____, Contracting Officer, who being by me duly sworn, did say that he/she represents the United States Postal Service, and acknowledged to me that, acting under a delegation of authority duly given and evidenced by law and presently in effect, he/she executed said instrument as the act and deed of the United States Postal Service for the purposes therein mentioned.

SEAL

 NOTARY PUBLIC

My commission expires: _____

Grantee: _____

By: _____

Its: _____

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2024, personally appeared before me _____, who being by me duly sworn, did say that he/she represents, and acknowledged to me that, acting under a delegation of authority duly given and evidenced by law and presently in effect, he/she executed said instrument as the act and deed of _____ for the purposes therein mentioned.

SEAL

NOTARY PUBLIC

My commission expires: _____

EXHIBIT 1 - DEED

Recorded at Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Ref: _____

**WHEN RECORDED MAIL THIS DEED
AND MAIL TAX STATEMENTS TO:**

Dennis E. Wamsley
Manager-Asset Management
United States Postal Service
475 L'Enfant Plaza, S.W.
Washington, D. C. 20260-6433

ENT 70918 BK 3794 PG 769
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1995 OCT 12 4:04 PM FEE 19.00 BY MB
RECORDED FOR SECURITY TITLE AND ABSTRACT

Building No.: UT.442 Tax Parcel Number: 09-071-0006 & 09-071-0007
Title Order No.: 34050

WARRANTY DEED

REAL PROPERTIES MLP LIMITED PARTNERSHIP, a Delaware limited partnership,
whose address is c/o RRP Management Corp., 11400 W. Olympic Blvd., Suite 700, Los Angeles,
California 90064-1507, Grantor, hereby CONVEY AND WARRANT to

UNITED STATES POSTAL SERVICE, an independent establishment of the executive branch
of the Government of the United States (39 USC § 201), whose address is 475 L'Enfant Plaza,
S.W., Washington, D.C. 20260-6433, Grantee, for the sum of ONE HUNDRED NINETY-TWO
THOUSAND EIGHT HUNDRED SEVENTY-SEVEN AND NO/100 DOLLARS
(\$192,877.00), the following described tract of land in Utah County, State of Utah:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

Subject to easements and other non-monetary encumbrances of record.

WITNESS the hand of said Grantor, this 9th day of October, A. D., 1995.

WITNESS the hand of said Grantor, this 9th day of October, A. D., 1995.

ENT 70918 BK 3794 PG 770

Signed in the Presence of

REAL PROPERTIES MLP LIMITED PARTNERSHIP,
a Delaware limited partnership

Claire Ambrosio

Claire Ambrosio

By: RRP-DGT GP CORP., a Delaware corporation,
its General Partner

Jenny Carmone

Jenny Carmone

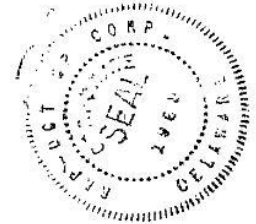
By: Robert E. Fischer

Robert E. Fischer, President

Attest: Lauren Roberson

Lauren Roberson Secretary

(corporate seal)



STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss

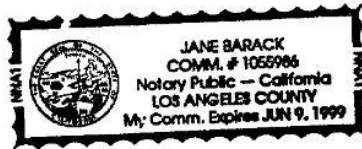
On 10/11, 1995, before me Jane BARACK, a Notary Public in and for the State of California, personally appeared ROBERT E. FISCHER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that, by his signature on the instrument, the person or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

Jane Barack
Notary Public in and for said State

(Notarial Seal)

My commission expires 6/9/99



DECLARATION

The undersigned declares as follows:

ENT 70918 BK 3794 PG 773

1. The UNITED STATES POSTAL SERVICE is an independent establishment of the executive branch of the Government of the United States of America.

2. Accordingly, the conveyance of the property referenced in the attached Deed from Real Properties MLP Limited Partnership to the UNITED STATES POSTAL SERVICE should be exempt from any transfer or recordation taxes.

Under penalty of perjury, the undersigned declares, to the best of its knowledge and belief, the foregoing is true and correct.

EXECUTED this 12th day of October 1995.

UNITED STATES POSTAL OFFICE

By: 

Name: Dennis E. Wamsley

Title: Contracting Officer

UTAH
FRIGATE, LTD
BLDG. NO. 442

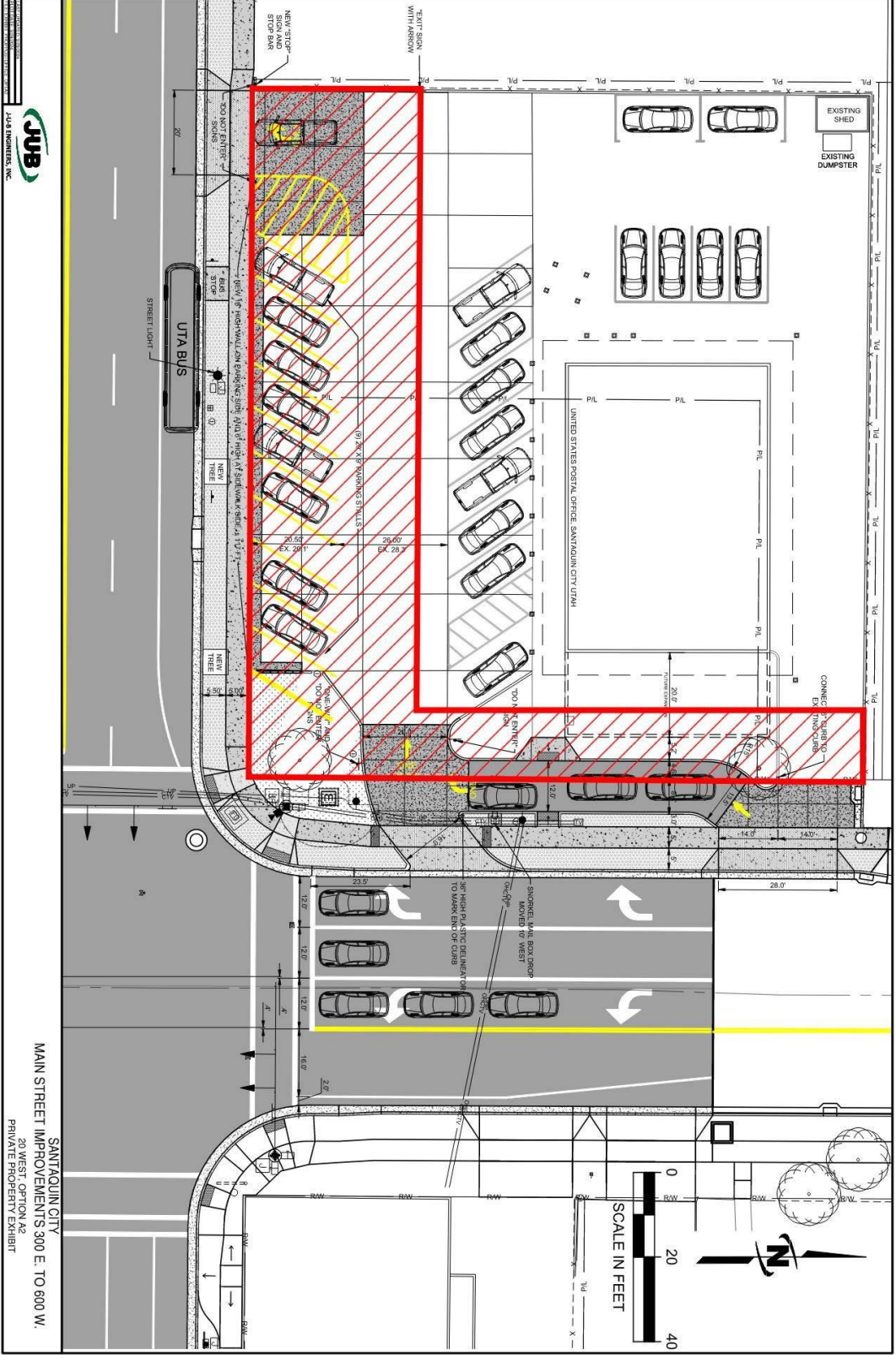
EXHIBIT "A"

ENT 70918 BK 3794 PG 772

Parcel #1: Commencing at the Southwest corner of Lot 1, Block 14, Plat "A", Santaquin Townsite Survey of Building Lots; thence East 75 feet; thence North 120 feet; thence East 90 feet; thence North 27.5 feet; thence West 165 feet; thence South 147.5 feet to the point of beginning.

Parcel #2: Commencing at a point approximately 75 feet East of the Southwest corner of Lot 1, Block 14, Plat "A", Santaquin Township Survey; thence North 120 feet; thence East 93 feet, more or less, to the East boundary of Lot 1, Block 14, Plat "A", Santaquin Township Survey; thence South along said East boundary line 120 feet; thence West 93 feet, more or less, to the point of beginning.

EXHIBIT 2 – TCE AREA(S)



SANTAQUIN CITY
MAIN STREET IMPROVEMENTS 300 E. TO 600 W.
20 WEST, OPTION A2
PRIVATE PROPERTY EXHIBIT