

PUBLIC ACCESS (SIDEWALK) EASEMENT

This PUBLIC ACCESS (SIDEWALK) EASEMENT, (the "Easement"), 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 local government agency, located at 110 South Center Street, Santaquin UT 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, Utah County, Utah (Utah County Parcel #'s: 09:071:0006 and 09:071:0007) located at 10 West Main Street, Santaquin, UT 84655, (the "Grantor's Parcel"), and legally described in Exhibit 1, attached hereto, and incorporated herein, at which Grantor operates the *[USPS will identify the specific USPS facility, Main Office, Processing and Distribution Center, Branch, etc.]*.

B. Grantee is requesting an easement over a portion of Grantor's Parcel, ("Easement Area"), shown and described in Exhibit 2, attached hereto and incorporated herein, for the purposes of public use, access, ingress and egress, over and across, by the general public and for the installation, construction, reconstruction, maintenance, repair, and replacement of certain improvements along Main Street ("Improvements"), "": Santaquin City is undertaking a project required to widen US highway 6/Santaquin Main Street. Improvements include removal, relocation, and replacement of existing concrete and asphalt along the east and south sides of the USPS property, which Project is described in the design and construction plans dated August, 2023, ("Project Plans"), and are on file with Santaquin City, and are incorporated herein by reference.

C. An easement over a certain portion of USPS's Parcel, ("Easement Area"), described and shown in Exhibit 2, and such boundary of the Easement Area, attached hereto, and incorporated herein, is reasonably necessary for the following purposes, which collectively are designated and referenced herein as "Improvements and Access":

- i. Install, construct, replace, reconstruct, maintain, and repair a sidewalk ADA curb ramp, and other associated improvements for use by the general public;
- ii. Public use, access, ingress and egress over and across, for use by the general public; and,
- iii. Access, ingress, and egress to, and for the installation, construction, reconstruction, maintenance, repair, operation, and replacement of public

utilities, (which "Public Utilities" are defined and referenced herein as electric power, telecommunications, natural gas, and water), and supporting or ancillary structures; and,

D. Grantor and Grantee set forth below their respective rights and obligations for an Easement on Grantor's Parcel.

For and in consideration of the mutual promises set forth herein and the sum of {Include the compensation amount} dollars and zero cents (\$_____), and other good and valuable consideration, received in hand and acknowledged by the Grantor, the Grantor and Grantee covenant and agree as follows:

AGREEMENTS

1. Grantor hereby grants, declares, establishes, and creates for the benefit of Grantee a perpetual non-exclusive easement over, under, along, across, and through the Easement Area, for the purpose of:

- i. Installing, constructing, replacing, reconstructing, maintaining and repairing a sidewalk and other associated improvements for use by the general public;
- ii. Public use, access, ingress and egress over and across, for use by the general public; and,
- iii. Access, ingress, and egress to plant, maintain and remove vegetation, which are related and necessary to the completion of the Project, together with the right and the obligation to maintain such Improvements and Access.

2. All work performed by Grantee and/or its contractors hereunder shall be completed in a good and workmanlike manner. Further, all such work 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 and administrative interpretations thereof and requirements thereunder and Grantee shall obtain all necessary local, state and federal permits, licenses and approvals necessary for the conduct of such work. In addition, USPS must approve all cure activities, including, without limitation, the locations of relocated fixtures and the identification of materials used.

3. Grantee shall ensure that Grantee or its contractor, at its sole cost and expense, shall maintain and keep in effect during any and all construction or work activities within the Easement Area insurance against claims for personal injury (including death) or 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 USPS from time to time, but not less than \$2,000,000 in respect of bodily injury (including death) and property damage, which amounts shall be adjusted upon reasonable request of USPS 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 USPS. Prior to the commencement of the construction under the Easement, there shall be delivered to USPS 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 USPS a replacement certificate, and at least twenty (20) days prior to the date that the premium on any policy shall become due and payable, USPS shall be furnished with satisfactory evidence of its payment.

4. Grantee shall be responsible for the proper maintenance and repair of the Easement Area for the duration of the Easement. Grantee's responsibilities in this regard include, but are not limited to grading and paving. Also, Grantee shall restore all areas outside the Easement Area within Grantor's Parcel which are disturbed or damaged by Grantee or its agents, servants, employees, invitees, or contractors, including, without limitation, restoration of all landscaping, fencing, sidewalks, driveways, drive aisle and drive areas with like kind or better materials and products. In addition, Grantee shall be responsible for the proper maintenance and repair of the Improvements for the duration of the Easement. In the event the Grantee fails in its responsibilities herein, upon reasonable notice and opportunity to cure to Grantee, Grantor shall have the right to perform such maintenance, repair and/or restoration and shall be entitled to recover its costs from the Grantee. In addition, Grantee shall be responsible for Grantee's equipment and facilities, and all costs related thereto.

5. Grantee, by acceptance of this Easement, agrees for and on behalf of itself, its agents, servants, employees, invitees, and contractors who may at any time use, occupy, visit, or maintain said Easement Area that Grantor shall not be responsible for damage or loss to property, injuries, or death, which may arise from or be incident to the use and occupation of the Easement Area as granted herein to Grantee, its agents, servants, employees, invitees, and contractors.

6. Grantee, by acceptance of this Easement, agrees to indemnify and hold the Grantor harmless against any and all claims, demands, damages, costs, expenses, and legal fees for any loss, injury, death, or damage to persons or property which at any time is suffered or sustained by Grantor, its employees, the public, or by any person whosoever may at any time be using, occupying, visiting, or maintaining the property that is the subject of said Easement, or be on or about the property that is the subject of said Easement, when such loss, injury, death, or damage is asserted to have been caused by any negligent act or omission or intentional misconduct of the Grantee or 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 its employees, agents, servants, invitees, contractors, or customers resulting by reason of the use of the Easement.

7. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted. During all period(s) of its Construction activities described above, Grantee agrees to provide the Grantor, its employees, customers, and the public with continual and uninterrupted access to the *[Include the specific USPS facility identified by USPS at Recital Section A above]*. Further, Grantee agrees that during any such period(s) of such activities of the Grantee, Grantor's operations shall not be interrupted, disrupted, or otherwise impeded as a result of such activities. In the event Grantor, its employees, customers, or the public are not provided with continual and uninterrupted access to the *[Include the specific USPS facility identified by USPS at Recitals Section A above]*, or in the event Grantor's operations are interrupted, disrupted, or otherwise impeded, Grantee shall be in breach of this Easement. In the event of such a breach, Grantor shall notify the Grantee

in writing of the precise nature of the breach; email notice sent to the City Manager is specifically allowed. Grantee shall respond and proceed to diligently work to 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 respond and proceed to diligently work to remedy such breach, the Grantor shall have the right to take all remedial action(s) reasonably required to restore such access and remediate any such interruption, disruption or impediment resulting from such activities. Further, Grantor shall be entitled to recover its costs from the Grantee.

8. Prior to performing any activity within the Easement Area to install, construct, replace, reconstruct, maintain, and repair Improvements, Grantee shall provide Grantor with at least 48 hours prior notice by email (USPS to insert email address) before entering the Easement Area; provided, however, that Grantee is not required to provide such notice in the event of an emergency, which is defined as a serious, unexpected, and critical condition requiring immediate repair or maintenance work, ("Emergency"). In the event of an Emergency, Grantee shall provide notice to the Grantor as early as reasonably practicable. For purposes of notices set forth herein, addresses are:

Grantee:
Attention:
Address

USPS: USPS Headquarters
Attn.: Easement & Right of Way Specialist
475 L'Enfant Plaza, SW, Room 6670
Washington, DC 20260-1862

Copy To:
Attention:
Address

Copy To: *[USPS Facility identified by
USPS]*
Attention:
[Address]

9. In the event Grantee fails to exercise the rights and privileges herein granted for a period of three years following full execution, then Grantor shall have the right to terminate this Easement, in which event all such rights and privileges shall cease, and the Easement herein granted shall revert to Grantor.

10. Any claim, controversy or dispute arising out of this Easement shall be governed by applicable federal law.

11. Grantor does not warrant that the Easement 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 Easement.

12. This Easement is granted subject to 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.

13. Grantee is not permitted to discharge storm water runoff within the Easement 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 Easement Area or Grantor's Parcel generally. Further, Grantee shall comply with all environmental laws when performing any activity within the Easement Area or Grantor's Parcel generally. In the event that any hazardous materials or other environmental contaminates 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 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.

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

Signature and Notary Pages to Follow

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

Building No.: UT.442
Title Order No.: 34050

Tax Parcel Number: 09-071-0006 & 09-071-0007

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

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 Carmona

Jenny Carmona

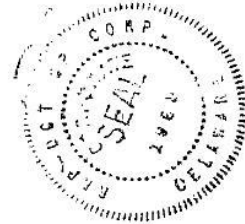
By: Robert E. Fischer

Robert E. Fischer, President

Attest: Lauren Roberson

Lauren Roberson Secretary

(corporate seal)



STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) SS

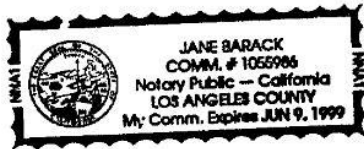
On 10/11, 1995, before me Jane BARACK, a Notary Public in and for the State of California, personally appeared ROBERT E. FISCHER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that 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



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.

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

EXHIBIT 2 – EASEMENT AREA



J-U-B FAMILY OF COMPANIES

United States Postal Service Property

Main Street Widening Acquisition Description (Utah County Parcel 09:071:0006)

A parcel of land in fee, being part of an entire tract of property, which entire tract is described in that certain Warranty Deed recorded as Entry 70918:1995 at the office of the Utah County Recorder, which parcel is situate in the SW1/4 NW1/4 of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian, in Santaquin City, Utah County, Utah, for the construction of improvements incident to the widening of US-6 (Main Street). The boundaries of said parcel of land are described as follows:

Beginning at the Northeast Corner of Lot 1, Block 14, Santaquin Townsite Plat "A", which corner is WEST 44.83 feet and SOUTH 443.23 feet from the street monument at the intersection of Center Street and 100 South Street, which monument is South 36°18'10" West 3,987.11 feet from the North Quarter Corner of said Section 1, which North Quarter Corner is South 89°42'21" West 2,654.63 feet from the Northeast Corner of said Section 1; thence North 89°34'31" West (*WEST by vesting deed*) 7.04 feet along the southerly boundary line of said Lot 1; thence North 00°25'29" East 2.00 feet; thence South 89°43'42" West 2.00 feet to a point of curvature; thence Easterly 5.17 feet along the arc of a 13.00-foot radius curve to the left, through a central angle of 22°47'38" , the chord of which bears North 79°01'40" East 5.14 feet to a point of non-tangency on the easterly boundary line of said Lot 1; thence South 00°16'17" West 12.21 feet along said easterly boundary line to the point of beginning.

The parcel of land described above contains 16 square feet in area, more or less.

Basis of bearings: The line between the North Quarter Corner of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian, (UT. CO. G.I.S. Monument No. 5101) and the Northeast Corner of said section (UT. CO. G.I.S. Monument No. 5100) bears North 89°42'21" East (N.A.D. 83).

The description above was prepared by J-U-B Engineers, Inc. under the direction of:

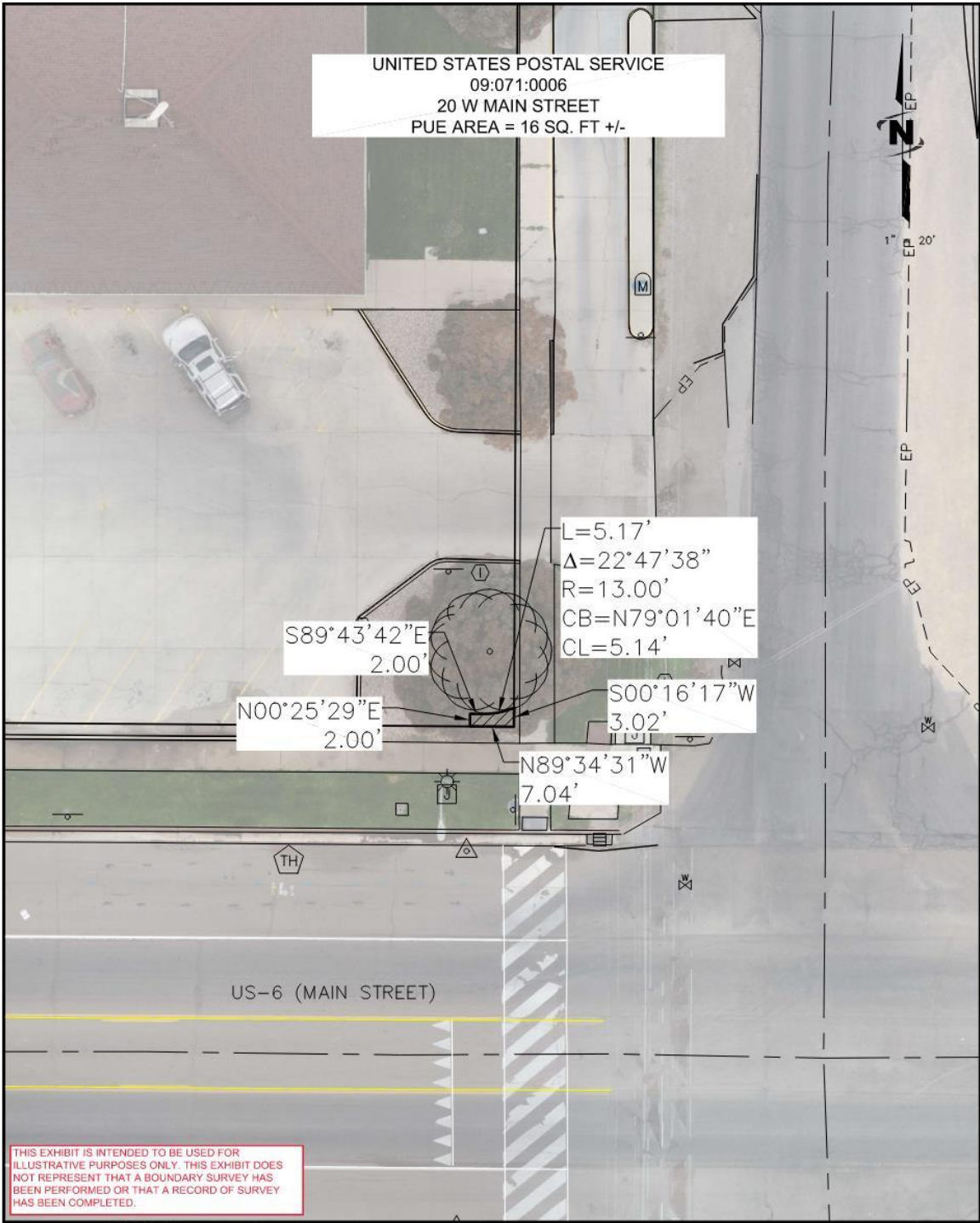
Jason D. Willes, PLS # 376067
240 West Center Street, Suite 200
Orem, Utah 84057
801-226-0393



UNITED STATES POSTAL SERVICE
 09:071:0006
 20 W MAIN STREET
 PUE AREA = 16 SQ. FT +/-



1" = 20'



THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY. THIS EXHIBIT DOES NOT REPRESENT THAT A BOUNDARY SURVEY HAS BEEN PERFORMED OR THAT A RECORD OF SURVEY HAS BEEN COMPLETED.

REVISION		DESCRIPTION	BY	DATE
NO.				

JUB
 J-U-B ENGINEERS, INC.

SANTAQUIN CITY CORPORATION
 MAIN STREET WIDENING 300 EAST TO 600 WEST
 PROPOSED ACQUISITION UPON PARCEL NO. 09-071-0006

SHEET	1
OF	1