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ENT 37623:2014 PG 1 of 10  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2014 Jun 03 4:09 PM FEE 0.00 BY CLS  
RECORDED FOR LEHI CITY CORPORATION

**EASEMENT AGREEMENT**  
(Utah County Serial No.58:021:0132)

THIS EASEMENT is made and entered into this 28 day of MAY, 2014, by and between Bryce and Sherri 4, LLC, David and Birgitta 7, LLC, Scott and Michelle 3, LLC and Stephen and Gail 11, LLC, hereinafter collectively referred to as "Grantors" and Lehi City Corporation, a municipal corporation organized under the laws of the State of Utah, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, Grantee is desirous to construct and maintain electric power lines, poles and the associated communication infrastructure necessary to service and facilitate the operation of the power lines across the Grantors' property upon the terms and conditions set forth in this easement agreement; and

WHEREAS, Grantors are willing to grant a permanent easement through real property they own in Lehi City, Utah County, Utah commonly referred to as Utah County Serial No.58:021:0132 (hereinafter referred as the "Property"); and

NOW, THEREFORE, for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby grant the following easement to Grantee:

1. An easement for the construction and maintenance of Lehi City electric power lines, poles and the associated communication infrastructure necessary to service and facilitate the operation of the power lines in order to provide city electrical services, over, across and through the Property as shown and described on Exhibit "A," attached hereto and by this reference incorporated herein and made a part hereof (hereinafter described as the "Easement").

2. Grantee, and its agents and employees shall have the right of access to and from said Easement across the Property at all reasonable times for the installation, maintenance, and repair of the power lines and poles.

3. Concurrently with the completion of any of its activities on the Property or Easement, Grantee shall, in a good and workmanlike manner, restore all property (including all surface and other improvements) affected to the same condition as existed prior to the commencement of such activities, using the same type and quality of materials previously used, and clean up any construction debris. Grantee, at its sole expense, shall refill all excavations made by Grantee, grade and replace soil, re-sod the area, replace and/or repair irrigation systems, and otherwise restore the Easement and Property as near as reasonably possible to its pre-construction condition. Grantee shall, at its expense, move and/or relocate existing culverts and water delivery systems, if any, that are utilized by Grantor so as to not disturb or interrupt Grantors' usage of such culverts and water delivery systems.

4. Grantors shall have the right to use the Property to the extent that such use would

not unreasonably interfere with the Easement granted by this Agreement. If such use by Grantor requires relocation of any of Grantee's utility lines, roads or other improvements installed pursuant to this instrument, and said relocation can be reasonably completed, Grantors agree to relocate the same at Grantors' sole cost and expense, to a location mutually agreeable to the Parties. If Grantors wish to relocate the power lines or poles outside of the Easement granted by this instrument, Grantors must grant a new easement for the new location.

5. It is expressly understood and agreed that the right herein granted is non-exclusive and Grantor hereby reserves the right, subject to the terms of this Agreement, to issue other non-exclusive easements, leases, or permits on or across the subject property or Easement where such uses are appropriate and compatible or to dispose of the Property or portion thereof by sale or exchange provided that any such easements, leases, or permits shall not unreasonably interfere with Grantee's rights under this Agreement.

6. Grantee shall not grant additional easements, licenses, or right-of-ways within the Easement without the prior written consent of Grantor.

7. Grantee shall not assign this Agreement, any of its rights under this Agreement, and the Easement granted it by this Agreement without the prior written consent of Grantors.

8. Grantee has physically examined the Easement and title to the Easement and Property for unrecorded liens, encumbrances, contracts or leases which burden, claim an interest in, are secured by, or otherwise affect the interests and/or rights granted by this Agreement to Grantee in the Easement. Grantee represents and warrants that it is aware of and takes this Agreement subject to existing roads, canals, ditches, culverts, pipelines, and water delivery systems, if any, including, but not limited to, those roads, canals, ditches, culverts, pipelines, easements, and water delivery systems belonging or appertaining to Grantors, the United States Bureau of Reclamation, the Utah Department of Transportation, and/or Utah Lake Distributing Company, if any, and that it shall not materially interfere with such uses, easements and rights of way, if any, during the period of construction or the term of this Easement. Grantee accepts the area within the Easement and all aspects thereof "AS IS", "WHERE IS", without warranties, "with all faults", including but not limited to both latent and patent defects, and the existence of Hazardous Substances, if any. Grantee hereby waives all warranties, express or implied, regarding the condition and use of the Property, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey or physical inspection of the Property might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) all reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee shall have no claim for damages or refund against Grantors for any claimed failure or deficiency of Grantors' title.

9. Grantee shall indemnify, defend and otherwise hold Grantors harmless from and against any claim, including costs, expenses, attorney's fees and costs, which arise from or by reason of the use of the Easement herein granted to Grantee or from any activities contemplated by or undertaken in connection with this Agreement by Grantee or any other person claiming by, through,

or under Grantee; provided, however, that such obligation shall not be applicable to the extent such claim shall be caused by the negligence or willful acts of Grantors. Grantee's indemnification duties include, without limitation, payment of damages, punitive damages and/or reasonable attorneys' fees and costs on account of mechanics' lien claims, injury to persons, injury to property, the death of any person, or damages to any property. This section includes, but is not limited to, any release or exacerbation by Grantee of any of the following (collectively, "Hazardous Substances") (i) hazardous materials, pollutants, contaminants, dangerous substances, constituents, toxic substances, hazardous or toxic chemicals, hazardous wastes and hazardous substances as those terms are defined in the following statutes and their implementing regulations: the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act 42 U.S.C. § 9601 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., and any other federal, state or local statute or regulations dealing with similar matters, (ii) petroleum, including crude oil and fractions thereof, (iii) natural gas, synthetic gas and any mixtures thereof, (iv) asbestos and/or asbestos-containing materials, (v) PCBs, or PCB-containing materials or fluids, and (vi) any other substance with respect to which any federal, state or local agency or other governmental entity may require either an environmental investigation or an environmental remediation.

10. At all times, all actions of Grantee and any of its agents, servants, contractors or other similarly situated persons, on or about the Easement or in connection with the Easement, and all activities of Grantee contemplated by this Agreement shall be taken in full and strict compliance with all governmental requirements, statutes and the common law. Grantee shall be responsible for compliance with all applicable federal, state, and local requirements, including compliance with all applicable federal, state, and local construction, bonding, labor and environmental laws and regulations.

11. Grantee shall, at all times this Agreement is in effect, maintain a policy of general liability insurance or a program of self-insurance with respect to the Easement and Grantee's activities upon the Easement property. The amount of such insurance shall be no less than \$1,000,000.00 and shall be increased to an amount then commercially reasonable upon notice from the Grantors. Upon ten days' notice of the request from the Grantors, Grantee shall provide to the Grantors evidence of insurance coverage or self-insurance meeting the requirements of this paragraph. In the event Grantee fails to have in place the insurance coverage or program of self-insurance required by this paragraph or fails to provide evidence of insurance as required by this paragraph, the Grantors shall have the right, but not the obligation, to purchase, in their own name or in the name of Grantee insurance coverage as required by this paragraph and the cost thereof shall be the responsibility of Grantee.

12. Beginning on the date Grantee is given access to the Easement for any purpose, Grantee shall procure, pay for and maintain in effect, and/or shall cause any of its agents, servants, contractors or other similarly situated persons to procure, pay for and maintain in effect, Workers' Compensation Insurance for all of their employees who work at or visit the Easement property and Employers Liability Insurance with coverage and minimum limits of the greater of: (i) bodily injury by accident (\$500,000.00 each accident); (ii) bodily injury by disease (\$500,000 policy limit); and (iii) bodily injury by disease (\$500,000 each employee).

13. Grantee shall, at all times, keep the Easement property and the Grantors' Property free from mechanics' lien claims or similar liens arising on account of any act by or on behalf of Grantee. Prior to commencing or contracting for any work to be performed on or about the Easement property, Grantee shall provide written notice to all contractors, subcontractors, and material suppliers with respect to such work that any mechanics' lien claim on account of the provision of such work or materials shall not, in any event, attach to any interest of the Grantors in the Easement property or the Grantors' Property. In the event any mechanics' lien is recorded with respect to the Easement property or the Grantors' Property on account of any activity of Grantee or any use of the Easement property or the Grantors' Property by or on behalf of Grantee, Grantee shall, within 30 days of notice by the Grantors (or, if earlier, within 30 days of a complaint being filed to enforce such mechanics' lien), cause such mechanics' lien to be fully paid, discharged and/or removed.

14. Grantee shall not use the Easement property for any other purpose but the construction and maintenance of electric power lines, poles and the associated communication infrastructure necessary to service and facilitate the operation of the power lines. The poles shall not exceed 85 feet in height and shall be located and spaced as shown in Exhibit A. The allowable distances and pole heights referenced herein are based on the drawings attached hereto as Exhibit A. Any other use or expansion of the Easement by Grantee other than the scope and uses expressly allowed by this Agreement shall be deemed to materially expand the scope of this Easement or materially increase the burden upon the servient estate and Property of the Grantors and, if undertaken without compensation to Grantors, shall constitute a taking of Grantors' Property without just compensation.

15. At all times, Grantee shall maintain any and all improvements made in connection with the Easement property, including, but not limited to, the power poles and power lines, and, at all times, keep the same in compliance with all applicable governmental requirements and regulations. All costs of maintenance and similar activities required by this paragraph shall be borne solely by Grantee.

16. Grantee shall use the Easement property in a manner that is consistent with this Agreement and with Grantors' right to use the Easement property as contemplated herein. Grantee shall compensate Grantors for any damages or loss caused by disruptions to the Grantors' rights arising from or related to the Grantee's maintenance, repair, replacement and other activities undertaken pursuant to this Agreement.

17. The Parties understand and agree that this is a COVENANT RUNNING WITH THE LAND which is binding upon them, their heirs, executors, assigns or other holders of title or interest in the Property and the Easement and that this Easement will be recorded.

18. All notices required to be given under this Agreement shall be in writing and shall be transmitted either by personal delivery, a reputable overnight courier which keeps receipts of delivery (such as Federal Express), or through the facilities of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be effective upon delivery, if delivered by personal delivery or overnight courier, and seventy-two (72) hours after dispatch, if mailed in accordance with the above. Notices to the respective parties shall be sent to

the following addresses, or to such other address as designated in writing by a party to the other party:

If to Grantors:

505 East 300 North  
Lehi, Utah 84043-1924  
Attention: Stephen Holbrook

If to Grantee:

153 North 100 East  
Lehi, Utah 84043

Each party shall notify the other of any changes in its mailing address and daytime telephone number within ninety (90) days of change.

19. No waiver of conditions by a party of any default of the other party or failure of a party to timely enforce any provisions of this Agreement shall constitute a waiver of or constitute a bar to subsequent enforcement of the same or other provisions of this Agreement. No provision in this Agreement shall be construed to prevent a party from exercising any legal or equitable remedy it may otherwise have.

20. Each party, from time to time, shall execute, acknowledge, subscribe and deliver to or at the request of the other party such documents and further assurances as may reasonably be required for the purpose of evidencing, preserving or confirming the agreements contained herein.

21. The Parties shall not, by virtue of this Agreement nor by the act of any party, be deemed principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

22. Nothing in this Agreement, expressed or implied, is intended to confer any rights upon any person or entity other than the Parties and their successors and assigns. Without limiting the generality of the foregoing, nothing contained in this instrument shall be deemed or considered to be a dedication of all or any part of the Property for the general public.

23. No modification of this Agreement shall be made or effective unless and until such modification is executed by Grantee and Grantors, or their successors or assigns.

24. This Agreement constitutes the sole agreement between the Parties and supersedes any and all other agreements, whether oral or written, with respect to the obligations identified herein. The Parties acknowledge that no representations, inducements, promises, or agreements, whether oral or otherwise, have been made by any party or anyone acting on behalf of any party which is not embodied herein; and that no other agreement, statement, or promise not contained in this Agreement regarding the provisions of this Agreement shall be valid or binding.

25. In the event either Grantor or Grantee commences litigation to enforce any of the terms and conditions of the Agreement, the unsuccessful party to such litigation shall pay, within

thirty (30) days of the date when any judgment of any court of competent jurisdiction shall have become final and all rights of appeal therefrom have expired, all costs and expenses, including attorneys' fees incurred therein by the successful party (which costs and expenses shall be included in the amount of the judgment).

26. Each party consents to suit in the courts of the State of Utah in any dispute arising under the terms of this Agreement or as a result of operations related to the Easement. Each party agrees for itself and for its successors and assigns that any suit brought by it or its successors or assigns may be maintained only in the Utah State District Court of Utah County.

27. Each individual executing this Agreement represents and warrants: (i) that he or she is authorized to do so on behalf of the respective party to this Agreement; (ii) that he or she has full legal power and authority to bind the respective party in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority; and (iii) that the execution, delivery, and performance by the respective party of this Agreement will not constitute a default under any agreement to which such party is a party.

IN WITNESS WHEREOF the authorized representatives of the parties have set their hand on the date first above written.

**Bryce and Sherri 4, LLC:**

BY: *Bryce Holbrook*  
 TITLE: Manager

STATE OF UTAH )  
 ) ss:  
 COUNTY OF UTAH )

On this 28 day of May, 2014, personally appeared before me Bryce Holbrook, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the manager of Bryce and Sherri 4 LLC and that said document was signed by him/her in behalf of said LLC by Authority of its Articles of Organization or Operating Agreement and said Bryce Holbrook acknowledged to me that said LLC executed the same.



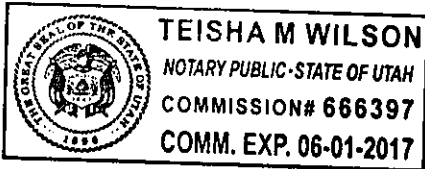
*Teisha M Wilson*  
 Notary Public

David and Birgitta 7, LLC:

BY: Birgitta Holbrook  
TITLE: Manager

STATE OF UTAH )  
SS:  
COUNTY OF UTAH )

On this 28 day of May, 2014, personally appeared before me Birgitta Holbrook, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Manager of David and Birgitta 7, LLC and that said document was signed by him/her in behalf of said LLC by Authority of its Articles of Organization or Operating Agreement and said Birgitta Holbrook acknowledged to me that said LLC executed the same.



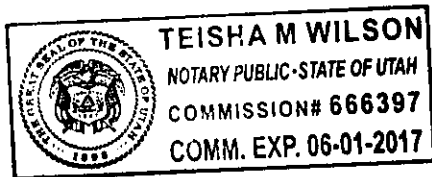
Teisha M Wilson  
Notary Public

Scott and Michelle 3, LLC:

BY: Scott Holbrook  
TITLE: manager

STATE OF UTAH )  
SS:  
COUNTY OF UTAH )

On this 28 day of May, 2014, personally appeared before me Scott Holbrook, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Manager of Scott and Michelle 3 LLC and that said document was signed by him/her in behalf of said LLC by Authority of its Articles of Organization or Operating Agreement and said Scott Holbrook acknowledged to me that said LLC executed the same.



Teisha M Wilson  
Notary Public

Stephen and Gail 11, LLC:

BY: Steph Holbrook  
TITLE: MANAGER

STATE OF UTAH )  
SS:  
COUNTY OF UTAH )

On this 29 day of May, 2014, personally appeared before me Stephen Holbrook, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Manager of Stephen and Gail 11, LLC and that said document was signed by him/her in behalf of said LLC by Authority of its Articles of Organization or Operating Agreement and said Stephen Holbrook acknowledged to me that said LLC executed the same.



Teisha M Wilson  
Notary Public

LEHI CITY:

BY: Bert Wilson  
Bert Wilson, Mayor

STATE OF UTAH )  
SS:  
COUNTY OF UTAH )

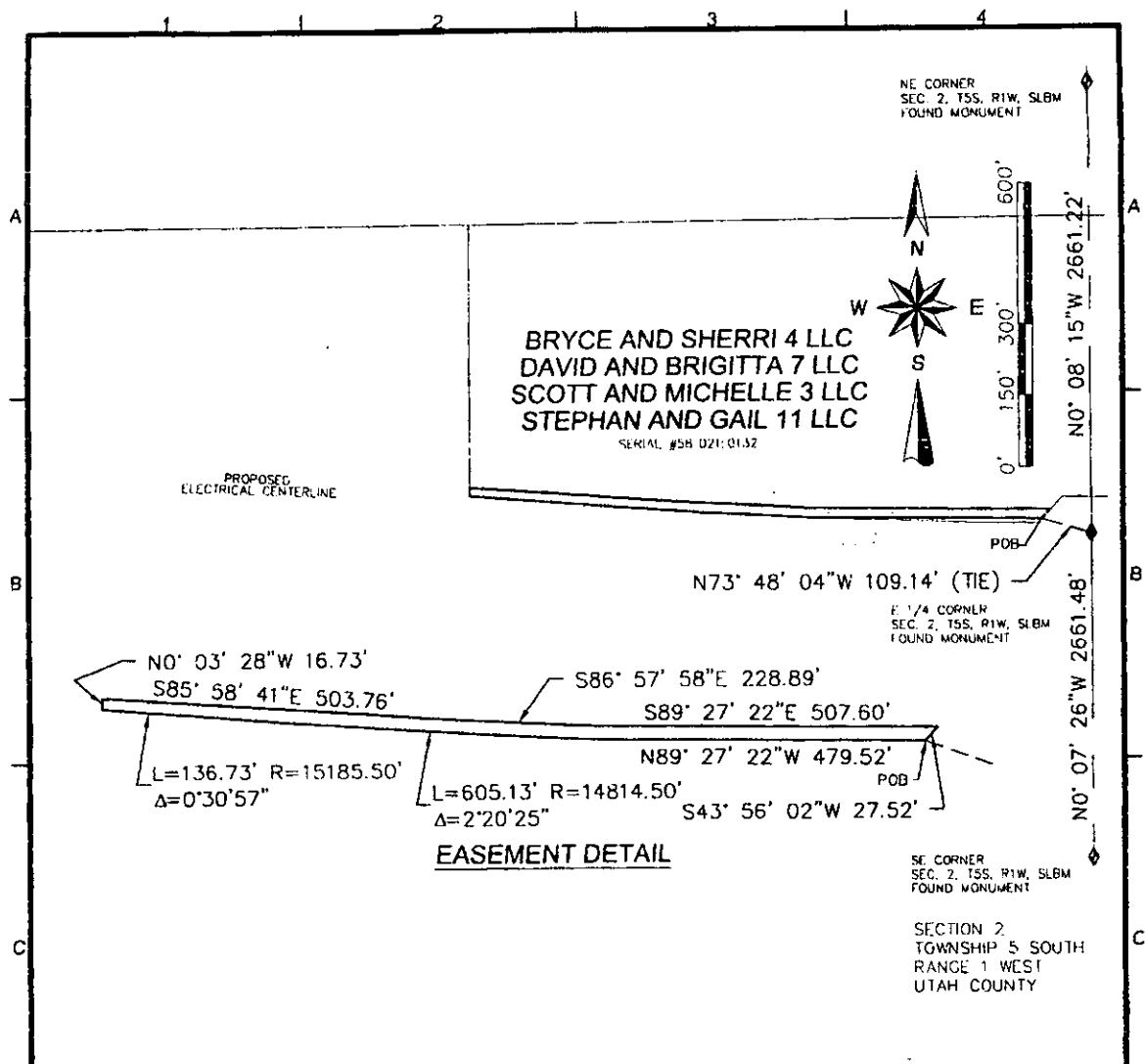
On this 29 day of May, 2014, personally appeared before me Bert Wilson whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Mayor of Lehi City, a Utah Municipal Corporation, and that said document was signed by him in behalf of said Lehi City and said Mayor Bert Wilson acknowledged to me that said Lehi City executed the same.



Teisha M Wilson  
Notary Public



**Exhibit "A"**



**LEGAL DESCRIPTION**

A STRIP OF LAND, SITUATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE MERIDIAN, UTAH COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 2, T 5 S, R 1 W, S L B M., A FOUND MONUMENT, RUNNING THENCE NORTH 73° 48' 04" WEST A DISTANCE OF 109.14 FEET TO THE TRUE POINT OF BEGINNING WHICH LIES ON THE SOUTHEAST CORNER OF THE LLC PROPERTY, SERIAL #58 021:0132; THENCE ALONG THE EASEMENT BOUNDARY THE FOLLOWING (8) EIGHT COURSES:

1. NORTH 89° 27' 22" WEST A DISTANCE OF 479.52 FEET TO A POINT OF CURVATURE;
2. ALONG THE SOUTHERLY PROPERTY LINE OF THE LLC PARCEL #58-021:0132, ALONG A 14814.50 FOOT CURVE TO THE RIGHT A DISTANCE OF 605.13 FEET, SAID CURVE HAS A DELTA ANGLE OF 02° 20' 25" TO A POINT OF CURVATURE;
3. CONTINUING ALONG A 15185.50 FOOT CURVE TO THE RIGHT A DISTANCE OF 136.73 FEET, SAID CURVE HAS A DELTA ANGLE OF 00° 30' 57" TO A POINT ON THE WESTERLY PROPERTY LINE;
4. NORTH 00° 03' 28" WEST ALONG SAID WESTERLY PROPERTY LINE A DISTANCE OF 16.73 FEET;
5. SOUTH 85° 58' 41" EAST A DISTANCE OF 503.76 FEET;
6. SOUTH 86° 57' 58" EAST A DISTANCE OF 228.89 FEET;
7. SOUTH 89° 27' 22" EAST A DISTANCE OF 479.52 FEET TO A POINT ON THE EASTERLY PROPERTY LINE;
8. SOUTH 43° 56' 02" WEST ALONG SAID EASTERLY PROPERTY LINE A DISTANCE OF 27.52 FEET TO THE POINT OF BEGINNING.

THE TOTAL AREA OF A POWER LINE EASEMENT ACROSS THE LLC LAND #58-021:0132, AS DESCRIBED ABOVE IS 24085.63 SQ FT OR 0.55 ACRES MORE OR LESS.

**CERTIFICATE OF SURVEYOR**

STATE OF UTAH )  
COUNTY OF SALT LAKE )

I, **KYLE A. COOK** A REGISTERED LAND SURVEYOR IN THE STATE OF UTAH, HEREBY CERTIFIES THAT THIS EXHIBIT OF THE EASEMENT FOR THE CITY OF LEHI O.H. POWER LINE PROJECT WAS MADE FROM NOTES TAKEN DURING AN FIELD SURVEY MADE UNDER MY DIRECTION BY COOK-SANDLERS ASSOCIATES IN 2012 AND IT CORRECTLY SHOWS, TO THE BEST OF OUR ABILITIES, THE LOCATION OF THE PROPOSED CENTERLINE OF THE O.H. POWER LINE EASEMENT.

**SURVEYORS NARRATIVE**

THE PURPOSE OF THIS SURVEY IS TO PROVIDE A PERMANENT EASEMENT FOR THE CONSTRUCTION OF A NEW POWER LINE TO SERVE THE CITY OF LEHI, LOCATED IN UTAH COUNTY, UTAH, SECTION 2, T5S, R1W (2100 NORTH)



- PRINTED 10/11/2013 FOR DATE
- PRELIMINARY
  - DESIGN DEVELOPMENT
  - BIDDING
  - CONSTRUCTION
  - APPROVAL
  - AS BUILT
  - REVISION

NO.	DESCRIPTION	DATE	BY	APPROVED
1	REVISED LEGAL DESCRIPTION TO MATCH NEW CENTERLINE	10/13	KAC	

**LEHI CITY POWERLINE EASEMENT FOR LLC SURVEY PLAT**

Drawn by: SRH	Date: 10/13	Check: -	Date: -	Drawing No: L-06	Sheet: A
Scale: AS NOTED	Project: 12-09-142	Scale: AS NOTED			