



ENT 48006:2015 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2015 Jun 02 4:30 pm FEE 0.00 BY EO
RECORDED FOR LINDON CITY CORPORATION

After recording please return to:

Lindon City
100 North Main Street
Lindon, Utah 84042
Attn: _____

Parcel No: 14:053:0142

SECONDARY WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, the undersigned, STS PROPERTIES, LLC, a Utah limited liability company (“Grantor”), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto LINDON CITY, a political subdivision of the State of Utah (“Grantee”), its successors or assigns, a perpetual ten (10) foot wide secondary water line easement (the “Easement”) across, over, upon, under and through the lands of Grantor located in Utah County, Utah (herein called the “Land”) being more particularly described on Exhibit A, and by this reference incorporated herein and made a part hereof, for the installation, construction, maintenance, repair, replacement, testing, inspection and use of a secondary water line (“Water Line”).

By its acceptance hereof, Grantee hereby agrees with Grantor, its successors, assigns, and successors in title, that the rights, privileges and easements shall be exercised on the following terms and conditions: (a) the Water Line shall be maintained within the location of the Land as described on Exhibit B by this reference incorporated herein and made a part hereof (the “Easement Area”); (b) Grantee shall operate, repair, replace and maintain the Water Line upon the Land; (c) temporary construction easements, as needed, shall be utilized to facilitate construction and installation and shall expire six (6) months from the start date of construction by the Grantee; (d) the surface of the Easement Area may be used by Grantor, its successors and assigns, for landscaping, provided no trees are planted thereon; and (e) if any landscaping, sidewalk, driveway, parking lot, street or road which is located on the Land is damaged or removed as a result of the construction, installation or repair of the Water Line by Grantee, Grantee shall repair, restore or replace such landscaping, sidewalk, driveway, street or road to the condition in which it existed immediately prior to such construction or repair.

TO HAVE AND TO HOLD said easement perpetually unto Grantee, its successors and assigns, the rights, powers and interests herein granted, which shall be a covenant running with the title to the Land, but subject always to the covenants herein set forth and to easements, rights of way, restrictions, and reservations of record.

Exhibit A

Legal Description of Land

Exhibit B

Legal Description of Easement Area

BEGINNING AT A POINT BEING ON THE WEST LINE OF THAT CERTAIN WARRANTY DEED ENTRY NO. 92112:2014, SAID POINT BEING NORTH 0°10'09" WEST 1497.63 FEET ALONG THE SECTION LINE AND EAST 2646.75 FEET FROM THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN;
THENCE NORTH 89°46'59" EAST 127.44 FEET; THENCE SOUTH 89°32'41" EAST 333.71 FEET; THENCE SOUTH 77°55'42" EAST 28.61 FEET TO THE EAST PROPERTY LINE OF SAID WARRANTY DEED; THENCE SOUTH 07°45'37" EAST 10.63 FEET ALONG SAID EAST PROPERTY LINE; THENCE NORTH 77°55'42" WEST 31.20 FEET; THENCE NORTH 89°32'41" WEST 332.63 FEET; THENCE SOUTH 89°46'59" WEST 127.36 FEET TO THE WEST PROPERTY LINE OF SAID WARRANTY DEED; THENCE NORTH 00°20'45" WEST 10.00 FEET ALONG SAID WEST PROPERTY LINE TO THE POINT OF BEGINNING.