



ENT 120961:2016 PG 1 of 2  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2016 Dec 01 12:43 pm FEE 0.00 BY SS  
RECORDED FOR HIGHLAND CITY

**EASEMENT**

THE UNDERSIGNED owner of real property situated and located in Utah County, State of Utah ("Grantor"), does hereby convey, grant, and release to the City of Highland, Utah County, State of Utah, a perpetual, non-exclusive easement and right of way for the construction and maintenance of a subterranean storm drain line and appurtenances, over, under and through the following described real property situated in Utah County, State of Utah, and more particularly described as follows (the "Property"):

BEGINNING AT A POINT WHICH IS NORTH 1329.32 FEET AND EAST 0.98 FEET FROM THE CENTER QUARTER CORNER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; RUNNING

THENCE N 89°50'14" E 1289.25 FEET; THENCE N 78°33'15" W 98.79 FEET; THENCE S 89°50'14" W 1192.42 FEET; THENCE S 00°03'17" W 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 0.568 ACRES (24,739 SQ. FT.)

THIS EASEMENT IS GRANTED IN CONSIDERATION for the construction of the above described storm drain utility for the improvement of real property owned by the Grantor. Should construction, repairs, maintenance, or replacements become necessary, the party completing such activities ("Constructing Party") shall use good faith efforts to perform those activities as expeditiously as possible and in a manner that will minimize any disruption caused by such activities, including, to the extent reasonably feasible given the nature, scope, and impact of the activities, providing prior written notice to the then current owner of that portion of the Property where the activities will take place. The storm drain utility and related facilities will be constructed and maintained underground, except for those limited portions of the storm drain utility and related facilities that, by their nature, are required to be above ground. If the Constructing Party damages or disturbs the Property or any improvements located on the Property, then the Constructing Party will, at its own cost and expense, immediately repair or replace the Property or the improvements to a condition that is at least as good as the condition immediately prior to such activities.

GRANTOR HEREBY AGREES that the City of Highland shall have the right of ingress and egress across the Property for the purpose of constructing, maintaining, and repairing said storm drain utility and related facilities, to be located on or under the Property. Grantor also agrees not to construct or maintain any building, structure, or trees of a permanent nature upon the property above described. Nothing herein prohibits the owner of the Property from building or constructing, or permitting to be built or constructed, curbs and gutters, sidewalks, pavement, landscaping, or other improvements over and across the Property that do not unreasonably interfere with the storm drain line and related facilities.

DATED this 1<sup>st</sup> day of December, 2016.

Micron Lehi Development, LLC,  
a Delaware limited liability company

By: John Waite  
Print Name: John Waite  
Title: President

REVIEWED  
MTI Legal

STATE OF IDAHO

12/18/16

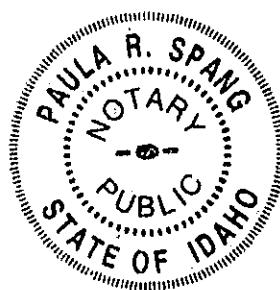
COUNTY OF ADA

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of December, 2016, by John Waite, the President of Micron Lehi Development, LLC, a Delaware limited liability company.

Paula R. Spang  
NOTARY PUBLIC  
Residing at: 8112 1/2

My Commission Expires:

8/12/17



Highland/Ivory easement