

ENT 35768:2009 PG 1 of 4
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2009 Apr 06 9:41 am FEE 0.00 BY SS
RECORDED FOR FREEDOM ACADEMY CHARTE

When recorded return to:
Lake Bottom Irrigation Company
P.O. Box 1471
Orem, Utah 84059-1471

EASEMENT AND GRANT OF RIGHTS OF WAY

As agreed upon and outlined in that certain Canal Improvements Construction and Easement Agreement entered into by and between Lake Bottom Irrigation Company and Freedom Academy Foundation as of April 13, 2007, and for other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, The Freedom Academy Foundation, a Utah non-profit corporation and charter school ("Grantor") does hereby grant, convey, and set over to Lake Bottom Irrigation Company, a Utah non-profit corporation ("Grantee"), along with Grantee's successors and assigns, perpetual rights of way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace an irrigation canal and/or irrigation pipelines, junction boxes, and other associated water transmission and collection facilities and improvements, insofar as they lie within the Easement Premises defined below, said Easement Premises being located within the following-described tract of real property (the "Property") of Grantor situated in Utah County, State of Utah and located at approximately 1200 West 900 North in Provo, Utah:

Beginning at a point on the north line of 900 North Street, Provo, Utah, which beginning point is West along the Section line 836.60 feet and North perpendicular to said section line 25.00 feet from the Southeast corner of Section 35, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along the north line of said 900 North Street, West 611.38 feet; thence South 25.00 feet; thence West 217.33 feet (along the north title line of the David I. Beecroft and Verlaine Beecroft property); thence North 308.58 feet (along the east title line of the properties of Terry I. Holt, Keith O. Lawrence and Rebecca K. Lawrence, Walter Blaine Wilson and Pamela Gail Wilson, and Jonathan Standing and Robyn Standing); thence along a long-standing chain-link fence line (installed by the GRA) by the following eight (8) courses and distances: North 57°17'56" East 106.26 feet; thence North 69°35'09" East 9.96 feet; thence North 89°13'02" East 98.76 feet; thence North 19.77 feet; thence North 65°04'09" East 211.98 feet; thence North 85°40'44" East 106.93 feet; thence 69.98 feet along the arc of a 309.00 foot radius curve to the left, the chord of which curve bears North 62°36'12" East 69.83 feet; thence 104.16 feet along the arc of a 225.00 foot radius curve to the left, the chord of which curve bears North 43°30'42" East 103.24 feet; thence leaving said fence line and continuing along the title line of the GRA property by the following three (3) courses and distances: South 67°45' East 37.98 feet; thence South 9°36' West 44.47 feet; thence South 86°00' East 175.61 feet to the west line of Plat "A", Parkside at Rivergrove Subdivision; thence along said subdivision line, and the west line of Lot 1, Plat "A", Clement Subdivision, South 0°24'56" West 499.52 feet to the point of beginning.

The easement and rights of way granted and conveyed herein by Grantor shall have and include a five ("5") foot wide right of way (the "**Five Foot Right of Way**") for the transmission of water, whether by pipeline or open ditch, which shall consist of two and one half ("2 ½") feet on either side of a center line running through the Property as follows:

A part of the Southeast Quarter of Section 35, Township 6 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey more particularly described as follows: Beginning at a the intersection of the centerline of an existing canal and the West boundary line of the Grantors land, said point being 1665.31 feet South 88°57'39" West along the section line and 3.86 feet North 1°02'21" West along said West boundary line from the Southeast corner of said section 35, and running thence fourteen (14) courses along said center line of an existing canal as follows: North 13°55'37" East 49.13 feet; North 38°13'20" East 50.50 feet; North 30°33'15" East 45.19 feet; North 16°32'47" East 52.03 feet; North 58°18'09" East 39.97 feet; South 84°40'56" East 53.22 feet; North 48°14'33" East 91.59 feet; North 61°53'45" East 18.75 feet; North 71°29'37" East 443.72 feet; North 65°09'04" East 10.05 feet; North 48°36'03" East 15.77 feet; North 17°43'24" East 52.10 feet; North 38°57'23" East 35.37 feet and North 39°18'57" East 57.08 feet to the North boundary line of grantors land.

In addition, the easement and rights of way granted and conveyed herein by Grantor shall have and include a ten ("10") foot wide right of way (the "**Ten Foot Right of Way**") running along the South side of Grantee's irrigation canal and/or pipelines, for Grantee's use, maintenance, repair, inspection, replacement or other reasonably associated activities related to the Canal, which right of way shall extend to and include the land up to twelve and one half ("12 ½") feet on the South side of the center line of Five Foot Right of Way described above and as follows:

A part of the Southeast Quarter of Section 35, Township 6 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey more particularly described as follows: Beginning at a the intersection of the centerline of an existing canal and the West boundary line of the Grantors land, said point being 1665.31 feet South 88°57'39" West along the section line and 3.86 feet North 1°02'21" West along said West boundary line from the Southeast corner of said section 35, and running thence fourteen (14) courses along said center line of an existing canal as follows: North 13°55'37" East 49.13 feet; North 38°13'20" East 50.50 feet; North 30°33'15" East 45.19 feet; North 16°32'47" East 52.03 feet; North 58°18'09" East 39.97 feet; South 84°40'56" East 53.22 feet; North 48°14'33" East 91.59 feet; North 61°53'45" East 18.75 feet; North 71°29'37" East 443.72 feet; North 65°09'04" East 10.05 feet; North 48°36'03" East 15.77 feet; North 17°43'24" East 52.10 feet; North 38°57'23" East 35.37 feet and North 39°18'57" East 57.08 feet to the North boundary line of grantors land.

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The easement and rights-of-way granted and conveyed herein are also depicted on Exhibit A attached hereto.

The Five Foot Right of Way and the Ten Foot Right of Way collectively comprise the "Easement Premises."

Grantor grants, conveys, and sets over to Grantee, and to Grantee's successors and assigns, the easements described herein so long as the canal and/or irrigation pipelines shall be used and maintained.

During construction periods, Grantee and its agents may use such portions of Grantor's Property, including, without limitation, portions of the Property along and adjacent to the easement and rights of way described herein, as may be reasonably necessary in connection with the construction, repair, or replacement of the irrigation canal and/or pipelines. Any contractor(s) hired by Grantee to perform said construction, repair, or replacement shall, if necessary, restore the Property not encompassed within the easements granted herein to as near its original condition as reasonably possible.

Grantor shall not use the Property in such a way as to interfere with Grantee's use and enjoyment of the irrigation canal and/or pipelines or rights of way described herein.

Grantor shall not build or construct, nor permit to be built or constructed, over or across said easement and rights of way any building or other improvements, nor change the contour of the irrigation canal and/or pipelines without the written consent of Grantee.

Grantee shall provide reasonable notice to the Grantor or its successors and assigns prior to accessing any portion of the Easement Premises granted herein, except in cases of emergency.

Except as specifically granted to Grantee herein, Grantor hereby reserves all right, title and interest in and to the Easement Premises. But Grantor may not build or extend roads, passageways, utility lines, including but not limited to, electric, telecommunication, and television lines, pipes, mains, conduits, fences and pipelines within the Easement Premises, unless any such construction activity within the Easement Premises is given prior written approval by Grantee. Such written approval may not be unreasonably withheld, but must specifically reference the nature and extent of the authorized construction activity. Nevertheless, under no circumstances may Grantor construct or maintain any road, passageway, or utility facility that unreasonably interferes with Grantee's use and maintenance of the Easement Premises for the purposes granted herein, and all such roads, passageways, and utility facilities shall be constructed and installed so as to ensure sufficient and permanent support for, and the continued untrammelled flow of water through, the Grantee's canal and/or irrigation pipelines.

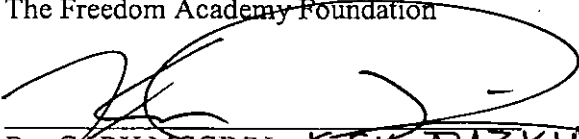
Parcel No. _____
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This easement and these rights of way are subject to any and all prior easements and other matters of record to the extent the same affect the Easement Premises.

This easement and these rights of way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee. This document shall be recorded in the office of the Utah County, State of Utah Recorder, and the rights of way and easement granted herein are intended to and shall be deemed to run with the land.

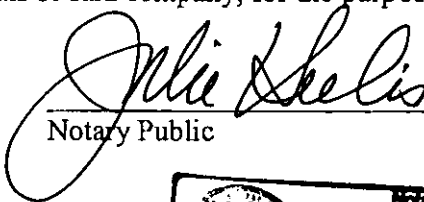
IN WITNESS HEREOF the Grantor has executed this Easement and Right of Way on this 11th day of Feb, 2009.

Grantor:
The Freedom Academy Foundation


By: ~~GARY MCGINN~~ KEN PARKINSON
Its: CHIEF ADMINISTRATIVE OFFICER

STATE OF UTAH)
 :SS)
COUNTY OF UTAH)

On the 11th day of Feb, 2009, Mr. Gary McGinn, Chief Administrative Officer of The Freedom Academy Foundation, appeared before me, whose identity has been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that he has authority to execute the foregoing instrument on behalf of said company, for the purposes stated therein, and did so of his own voluntary act.


Notary Public

