

WHEN RECORDED, MAIL TO:
Lindon City Center
Community Development
100 North State Street
Lindon City, UT 84042

ENT 43136:2010 PG 1 of 2
Rodney D. Campbell
UTAH COUNTY RECORDER
2010 May 26 10:55 am FEE 12.00 BY EO
RECORDED FOR AFFILIATED FIRST TITLE COMP
ELECTRONICALLY RECORDED

Easement

Maeser Academy Partners, LLC, Grantor(s), a Utah Limited Liability Company, hereby GRANTS AND CONVEYS to Lindon City, a Municipal Corporation of the State of Utah, Grantee, for the sum of Ten and 00/100 Dollars (\$10.00), a non-exclusive permanent easement, for the purpose of installing and maintaining a water line and other facilities related to said water line. Said easement described as follows:

This is a 20' wide water and maintenance easement centered over the existing Lindon City water main, which is more particularly described as follows:

Beginning at a point that is North 0°40'21" West 14.16 feet and West 2251.33 feet from the East Quarter Corner of Section 4, Township 6 South, Range 2 East, Salt Lake Base & Meridian;

Thence South 89°51'40" West, a distance of 20.00 feet; thence North 00°33'50" West, a distance of 40.16 feet; thence North 11°46'52" East, a distance of 39.99 feet; thence North 19°19'23" East, a distance of 75.26 feet; thence North 02°45'25" West, a distance of 376.10 feet; thence South 83°54'47" West, a distance of 278.21 feet; thence South 89°39'07" West, a distance of 113.28 feet; thence North 00°09'34" West, a distance of 20.00 feet; thence North 89°39'07" East, a distance of 112.21 feet; thence North 83°54'47" East, a distance of 298.40 feet; thence South 02°45'25" East, a distance of 401.20 feet; thence South 19°19'23" West, a distance of 77.84 feet; thence South 11°46'52" West, a distance of 36.51 feet; thence South 00°33'50" East, a distance of 38.14 feet to the point of beginning.

Grantor hereby agrees that **Lindon City**, their officers, employees, agents, representatives, contractors, and assigns shall have the right of ingress to and egress from the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, install and connect other pipes and laterals, remove and replace said facilities as may be required from time to time by Grantee.

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Grantor shall have the right to use said premises except for the purpose for which these rights-of-way and easements are granted provided such use shall not interfere with said facilities or with the discharge or the conveyance of sewage through any pipelines installed by Grantee. Grantee shall have the right to clear and remove all trees and obstructions within the easements that may interfere with the use of the easements by the Grantee. Grantee shall have the right to excavate and refill ditches and/or trenches for the installation of said facilities and appurtenant parts thereof.

Grantor shall not build or construct or permit to be built or constructed any building, or permanent structure over or across said easement or lower the contour thereof greater than two feet without the prior written consent of Grantee. Grantor shall have the right to construct curb, gutter, sidewalk, parking lot, driveway, and other utilities within the easement. This right-of-way and easement grant shall be binding upon and inure to the benefit of, the heirs, representatives, successors-in-interest and assigns of Grantors and the successors and assigns of Grantee and may be assigned in whole or in part by Grantee.

The property of Grantor shall be restored in as good of condition as when the same was entered upon by the Grantee or its agents. The Grantee agrees that the pipes will be structurally strong enough to facilitate the construction of future roads by Grantors over said easement.

Maeser Academy Partners LLC

By: Ron L. Peck, Manager

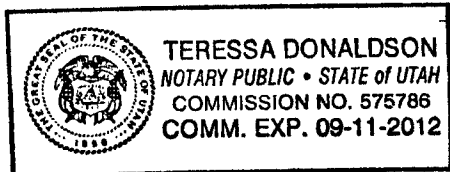
STATE OF UTAH)

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:SS

COUNTY OF UTAH)

On the 26th day of May 2010, personally appeared before me Ron L. Peck, who being by me duly sworn did say that he is the manager of Maeser Academy Partners, LLC and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and Ron L. Peck acknowledged to me that said Limited Liability Company executed the same.



Teressa Donaldson
Notary public

My Commission Expires:

9/11/12

Residing At:

American Fork, UT