



## GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made as of the 19 day of June, 2025, by GARDNER-PLUMB, L.C., a Utah limited liability company, and EQUESTRIAN PARTNERS, LLC, a Utah limited liability company (collectively, "**Grantor**"), whose address is 201 South State Street, Suite 2000, Salt Lake City, Utah 84111. Grantor, as tenants in common, are the owner of certain real property described on Exhibit A attached hereto and made a part hereof ("**Grantor Tract**").

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant unto the CITY OF LEHI, a Utah municipal corporation ("**Grantee**"), subject to the terms and conditions set forth below, a perpetual non-exclusive easement ("**Easement**") for the specific purpose of permitting Grantee the right to install, operate, maintain, repair, remove and replace public utility facilities (collectively called the "**Facilities**") under the surface of a portion of that portion of Grantor Tract described on Exhibit B attached hereto and made a part hereof ("**Easement Area**"), together with the right of reasonable and necessary ingress and egress to and from the Easement Area in connection with the exercise of the rights granted herein. The Easement is non-exclusive and may be used by all public utilities according to the terms of Utah Code Section 54-3-27, as amended (the "**PUE Statute**"), provided that, to the extent such PUE Statute conflicts with the below terms of this Easement, this Easement shall govern as between Grantor and such public utilities. By exercising any rights under this Easement, such public utilities consent to and agree to be bound by the terms of this Easement.

By acceptance of the Easement created hereby, Grantee covenants and agrees with Grantor as follows:

1. Reservation of Rights; Relocation. Grantor hereby reserves and retains all other property rights in and to the Easement Area, including without limitation, the rights to (a) use the Easement Area for any purpose whatsoever, so long as such use does not unreasonably interfere with Grantee's rights hereunder (it being expressly understood that the use of the surface of the Easement Area for vehicular traffic, pedestrian traffic, landscaping, parking and/or signage shall be deemed not to unreasonably interfere with Grantee's rights hereunder) and (b) locate electric, gas and water lines and other utilities in the Easement Area, so long as such improvements do not unreasonably interfere with Grantee's permitted use of the Easement Area. Grantor further reserves and retains the right from time to time, in Grantor's sole discretion, to cause Grantee to relocate the Facilities at Grantor's expense, it being understood that if such relocation of the Facilities is to a place outside of the Easement Area, Grantee shall execute and deliver to Grantor, promptly upon request, an amendment to this instrument setting forth the revised Easement Area.

2. Installation of Facilities. The Facilities placed in the Easement Area shall be buried to a depth not less than 30 inches below the existing surface, and Grantee shall cause the backfill to be compacted in layers to avoid settling, voids and/or air pockets.

3. Conduct of Work and Notification. Any installation, maintenance, replacement, repair and/or removal of the Facilities performed by Grantee, its agents and employees shall be performed (i) at Grantee's sole cost and expense, (ii) during months other than November, December or January (except in the event of an emergency) and after thirty (30) days' notice to the Grantor (except that in an emergency the work may be initiated after reasonable notice). In addition, Grantee, its agents and employees shall (a) promptly pay all costs and expenses associated with said work and (b) diligently complete such work as quickly as possible.

4. Use; Maintenance. Any use of the Easement shall be performed with care and in such manner as to cause the least interference with the surface of the Easement Area and with the use and enjoyment thereof by Grantor and others lawfully present thereon. Grantee shall maintain the Facilities in a good and safe condition, and Grantee shall install, maintain, operate, repair, replace and remove the Facilities in compliance with all applicable governmental rules, regulations and requirements.

5. Restoration by Grantee; Removal of Facilities. If the surface of Grantor Tract or any portion thereof, or any landscaping, curbing, pavement or other improvements thereon, shall be disturbed by installation, operation, maintenance, replacement or removal activities or other activities performed by or on behalf of Grantee, said surface and improvements shall be promptly restored by Grantee to their condition just prior to such disturbance. Immediately following the performance of work by or on behalf of Grantee, Grantee shall remove from the Easement Area and surrounding land all equipment, materials and debris resulting from or used in connection with such work.

6. Normal and Reasonable Use by Grantor. Grantor, its successors and assigns and persons occupying or lawfully present on the Easement Area shall not be liable for damage, if any, which may be caused by normal and reasonable use of, or vehicular or pedestrian traffic over, the Easement Area, including the uses retained by Grantor in Section 1 above.

7. Prohibition Against Liens. Grantee shall not permit any mechanics', materialmen's or other liens to be filed against the Grantor Tract or any part thereof for work or materials furnished Grantee in connection with the Easement, and Grantee agrees to indemnify, defend and hold Grantor harmless from and against the same.

8. Indemnification. To the extent permitted by applicable law, Grantee shall indemnify, defend and hold harmless Grantor from and against any and all claims, demands, losses, damages, costs and expenses (including but not limited to court costs, penalties and reasonable attorneys' fees), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to the use or occupancy of the Easement Area by Grantee or arising in any manner out of the acts or omissions of Grantee or its agents or employees or any other persons acting under Grantee's direction or control in connection with the Easement or with the use or occupancy of the Easement Area. The indemnity

obligations set forth in Sections 7 and 8 of this Grant of Easement shall survive any termination of the Easement.

9. No Representations or Warranties; Subject to Encumbrances. Grantee agrees that it is accepting the Easement without any warranty or representation regarding the Easement or the Easement Area, and subject to all valid and existing licenses, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting Grantor Tract and/or affecting access thereto.

10. Condemnation. Grantee shall not claim or declare any fee interest in and to the Easement Area, and in the event of eminent domain proceedings or settlement pursuant thereto, Grantee shall make no claim against the award or compensation accruing out of or resulting from such event, save and except any payment made to Grantee for damage to the Facilities or with respect to removing or relocating the same.

11. Taxes. Grantee agrees to assume and pay all taxes, assessments and other charges, if any, which may be levied, assessed or asserted against the Facilities within the Easement Area.

12. Attorneys' Fees. If either party brings an action at law or in equity to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and court costs for all stages of litigation, including, but not limited to, appellate proceedings, in addition to any other remedy granted.

13. Successors and Assigns. The terms "Grantor" and "Grantee", wherever used in this instrument, are intended in each instance to include the successors and assigns of Grantor as the owner of the Easement Area, and Grantee as the owner of the Facilities; provided however, that any liability or obligation of Grantor as to future events shall terminate upon the transfer of ownership of the Easement Area.

14. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. This Agreement shall not be construed strictly for or against either Grantor or Grantee. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument. All notices to Grantor shall be delivered in writing at the address noted in the recitals.

*[Rest of page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above written.

GARDNER-PLUMB, L.C.,  
a Utah limited liability company

By: [Signature]  
Name: Gardner Plumb LLC  
Its: Manager

EQUESTRIAN PARTNERS, LLC,  
a Utah limited liability company

By: [Signature]  
Name: Gardner Plumb LLC  
Its: Manager

By its execution of this instrument, Grantee certifies to Grantor that it is authorized to and hereby accept and agree to the same, and that its covenants and agreements hereunder constitute legal and binding obligations of Grantee and are enforceable against Grantee in accordance with their terms. All notices to Grantee shall be delivered in writing at the address noted below or such other address as is provided by Grantee.

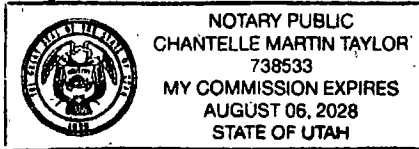
CITY OF LEHI, a Utah municipal corporation

By: [Signature]  
Its: Mayor  
Name: Mark Johnson

[Insert Address for Grantee]

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

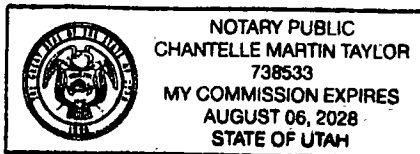
The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of June, 2025, by Walter J Plumb III, a manager of Gardner-Plumb, L.C., a Utah limited liability company, on behalf of said entity.



Chantelle Martin Taylor  
Notary Public

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of June, 2025, by Walter J. Plumb III, a manager of Equestrian Partners, LLC, a Utah limited liability company, on behalf of said entity.



Chantelle Martin Taylor  
Notary Public

STATE OF UTAH )  
 ) ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 24 day of June, 2025, by Mark Johnson, the mayor of the City of Lehi, a Utah municipal corporation, on behalf of said corporation.



Sherrie Benson  
Notary Public

## EXHIBIT A

### Legal Description of Grantor Tract

#### **BOUNDARY DESCRIPTION**

*A parcel of land situate in the Northeast Quarter of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:*

*Beginning at a point on the southerly right-of-way line of Traverse Terrace Drive said point being South 89°57'02" West 49.86 feet along the section line and South 12.91 feet from the Northeast Corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 72°36'18" East 24.79 feet along the said southerly right-of-way line to the west right-of-way line of Center Street;*

*thence along said westerly right-of-way line the following three (3) courses:*

- (1) South 00°27'48" West 152.64 feet;*
- (2) South 05°38'21" West 138.56 feet;*
- (3) South 00°27'48" West 411.95 feet;*

*thence North 87°58'14" West 625.38 feet;*

*thence South 82°03'40" West 369.62 feet;*

*thence North 152.85 feet;*

*thence Northwesterly 30.63 feet along the arc of a 19.50 foot radius curve to the left (center bears West and the chord bears North 45°00'00" West 27.58 feet with a central angle of 90°00'00");*

*thence West 63.00 feet;*

*thence North 63.00 feet;*

*thence Northeasterly 35.34 feet along the arc of a 22.50 foot radius curve to the left (center bears North and the chord bears North 45°00'00" East 31.82 feet with a central angle of 90°00'00");*

*thence North 459.80 feet;*

*thence Northwesterly 35.94 feet along the arc of a 23.00 foot radius curve to the left (center bears West and the chord bears North 44°46'06" West 32.40 feet with a central angle of 89°32'12");*

*thence North 00°27'48" East 6.77 feet to the southerly right-of-way line of Traverse Terrace Drive;*

*thence South 89°32'12" East 1,068.39 feet along the said southerly right-of-way line to the point of beginning.*

*Contains 742,941 Square Feet or 17.056 Acres, and 3 Lots and 1 Parcel*

**EXHIBIT B**

**Legal Description of Easement Areas**

**Water and Sewer Line Easement**

A parcel of land situate in the Northeast Quarter of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 89°57'02" West 252.77 feet along the section line and South 11.10 feet from the Northeast Corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running

thence North 89°32'12" West 20.00 feet;  
 thence South 00°00'03" West 255.72 feet;  
 thence South 67°30'00" West 11.34 feet;  
 thence West 324.58 feet;  
 thence North 7.14 feet;  
 thence East 11.00 feet;  
 thence North 20.00 feet;  
 thence West 11.00 feet;  
 thence North 139.00 feet;  
 thence North 45°00'00" West 18.99 feet;  
 thence North 45°10'35" East 15.17 feet;  
 thence North 44°49'25" West 20.00 feet;  
 thence South 45°10'35" West 15.23 feet;  
 thence North 45°00'00" West 13.14 feet;  
 thence West 317.92 feet;  
 thence South 45°00'00" West 14.63 feet;  
 thence North 45°00'00" West 22.59 feet;  
 thence South 45°00'00" West 20.00 feet;  
 thence South 45°00'00" East 22.59 feet;  
 thence South 45°00'00" West 9.68 feet;  
 thence South 322.82 feet;  
 thence West 15.50 feet;  
 thence South 20.00 feet;  
 thence East 15.50 feet;  
 thence South 83.01 feet;  
 thence West 50.49 feet;  
 thence North 520.47 feet;  
 thence North 89°32'12" West 20.00 feet;  
 thence South 520.63 feet;  
 thence West 53.56 feet;  
 thence South 00°21'55" West 20.00 feet;  
 thence East 124.19 feet;  
 thence South 47.38 feet;  
 thence North 67°30'00" East 21.65 feet;

thence South 45°00'00" East 15.19 feet;  
thence East 655.42 feet;  
thence North 94.08 feet;  
thence North 22°40'29" East 90.83 feet;  
thence North 00°00'03" East 128.80 feet;  
thence South 67°30'00" West 7.04 feet;  
thence West 328.56 feet;  
thence South 218.50 feet;  
thence East 11.00 feet;  
thence South 20.00 feet;  
thence West 11.00 feet;  
thence South 65.50 feet;  
thence West 30.00 feet;  
thence North 491.86 feet;  
thence North 45°00'00" West 21.41 feet;  
thence West 301.35 feet;  
thence South 45°00'00" West 27.75 feet;  
thence South 476.64 feet;  
thence South 67°30'00" West 21.65 feet;  
thence South 45°00'00" East 31.76 feet;  
thence East 97.73 feet;  
thence South 26.07 feet;  
thence East 20.00 feet;  
thence North 16.07 feet;  
thence East 565.98 feet;  
thence North 2.91 feet;  
thence North 27°08'57" East 215.55 feet;  
thence North 62°51'03" West 20.00 feet;  
thence South 27°08'57" West 176.55 feet;  
thence North 40.21 feet;  
thence East 20.11 feet;  
thence North 29.67 feet;  
thence West 20.11 feet;  
thence North 3.45 feet;  
thence North 22°40'29" East 90.83 feet;  
thence North 00°00'04" East 4.88 feet;  
thence East 12.33 feet;  
thence North 20.00 feet;  
thence West 12.32 feet;  
thence North 109.96 feet;  
thence East 214.13 feet;  
thence North 05°38'21" East 20.10 feet;  
thence West 216.11 feet;  
thence North 00°00'03" East 91.96 feet;  
thence East 20.57 feet;  
thence North 50.21 feet;



thence West 20.57 feet;  
thence North 00°00'03" East 113.01 feet to the point of beginning.

Contains 95,353 Square Feet or 2.189 Acres

**20' Wide Sewer, Trail, and Public Utility Easement**

A parcel of land situate in the Northeast Quarter of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the westerly right-of-way line of Center Street, said point being South 89°57'02" West 44.22 feet along the section line and South 702.78 feet from the Northeast Corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running

thence South 00°27'48" West 20.01 feet along said westerly right-of-way line;  
thence North 87°58'14" West 625.38 feet;  
thence South 82°03'40" West 369.62 feet;  
thence North 20.19 feet;  
thence North 82°03'40" East 368.58 feet;  
thence South 87°58'14" East 626.58 feet to the point of beginning.

Contains 19,902 Square Feet or 0.457 Acres

**Access and Public Utility Easement**

A parcel of land situate in the Northeast Quarter of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 89°57'02" West 251.45 feet along the section line and South 11.11 feet from the Northeast Corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running

thence South 249.17 feet;  
thence East 215.38 feet;  
thence South 05°38'21" West 46.22 feet;  
thence West 210.83 feet;  
thence South 388.98 feet;  
thence North 87°58'14" West 56.04 feet;  
thence North 682.62 feet;  
thence South 89°32'12" East 56.00 feet to the point of beginning.

Contains 48,073 Square Feet or 1.104 Acres

**Public Access and Public Utility & Road Construction Easement**

A parcel of land situate in the Northeast Quarter of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 89°57'02" West 1,012.27 feet along the section line and South 4.30 feet from the Northeast Corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running

thence Southwesterly 36.31 feet along the arc of a 23.00 foot radius curve to the left (center bears South 00°27'48" West and the chord bears South 45°13'54" West 32.66 feet with a central angle of 90°27'48");

thence South 570.71 feet;

thence Northwesterly 30.63 feet along the arc of a 19.50 foot radius curve to the left (center bears West and the chord bears North 45°00'00" West 27.58 feet with a central angle of 90°00'00");

thence West 63.00 feet;

thence North 63.00 feet;

thence Northeasterly 35.34 feet along the arc of a 22.50 foot radius curve to the left (center bears North and the chord bears North 45°00'00" East 31.82 feet with a central angle of 90°00'00");

thence North 459.80 feet;

thence Northwesterly 35.88 feet along the arc of a 22.60 foot radius curve to the left (center bears North 89°34'48" West and the chord bears North 45°03'31" West 32.23 feet with a central angle of 90°57'25");

thence North 00°27'48" East 7.00 feet;

thence South 89°32'12" East 105.95 feet to the point of beginning.

Contains 36,469 Square Feet or 0.837 Acres

**Public Utility & Road Construction Easement**

A parcel of land situate in the Northeast Quarter of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the westerly right-of-way line of Center Street, said point being South 89°57'02" West 26.21 feet along the section line and South 20.34 feet from the Northeast Corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running

thence along said westerly right-of-way line the following three (3) courses:

(1) South 00°27'48" West 152.64 feet;

(2) South 05°38'21" West 138.56 feet;

(3) South 00°27'48" West 411.95 feet;

thence North 87°58'14" West 10.72 feet;

thence North 00°27'48" East 411.87 feet;

thence North 05°38'21" East 138.56 feet;

thence North  $00^{\circ}27'48''$  East 136.65 feet;  
thence Northwesterly 20.42 feet along the arc of a 13.00 foot radius curve to the  
left (center bears North  $89^{\circ}32'12''$  West and the chord bears North  $44^{\circ}32'12''$  West 18.38  
feet with a central angle of  $90^{\circ}00'00''$ );  
thence North  $89^{\circ}32'12''$  West 962.44 feet;  
thence Southwesterly 20.53 feet along the arc of a 13.00 foot radius curve to the  
left (center bears South  $00^{\circ}27'48''$  West and the chord bears South  $45^{\circ}13'54''$  West 18.46  
feet with a central angle of  $90^{\circ}27'48''$ );  
thence South 722.17 feet;  
thence South  $82^{\circ}03'40''$  West 10.10 feet;  
thence North 723.56 feet;  
thence Northeasterly 36.31 feet along the arc of a 23.00 foot radius curve to the  
right (center bears East and the chord bears North  $45^{\circ}13'54''$  East 32.66 feet with a  
central angle of  $90^{\circ}27'48''$ );  
thence South  $89^{\circ}32'12''$  East 962.44 feet;  
thence South  $72^{\circ}36'18''$  East 24.79 feet to the point of beginning.

Contains 24,824 Square Feet or 0.570 Acres