



WHEN RECORDED RETURN TO:

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ENT 85222:2015 PG 1 of 6  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2015 Sep 17 2:11 PM FEE 20.00 BY SW  
RECORDED FOR GREAT BASIN ENGINEERING

**GRANT OF EASEMENT**  
**(Power)**

**Seaboard Development, LLC, a Utah Limited Liability Company**, hereinafter referred to as **“Seaboard”**, as Grantor, is the owner of the fee simple interest in and to real property located in **Utah County, State of Utah**.

**Lehi City, a Municipal Corporation**, hereinafter referred to as **“City”**, is desirous of obtaining a perpetual, non-exclusive easement over and across a portion of the real property owned by the Grantors. The real property is more particularly described on Exhibit **“A”** and by reference is made a part herewith.

**“Seaboard”** and **“City”** are in agreement with the necessity of, and the value of entering into an agreement for the purposes stated herein. This Grant of Easement is entered into to state, stipulate and identify the terms and conditions of the Easement Grant and to provide constructive notice to any concerned party of the agreement.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, **“Seaboard”** as Grantor does hereby grant, convey and warrant to **“City”** as Grantee the following:

1. **A perpetual and non-exclusive Easement, ten (10) feet in width, which is described on Exhibit “A” and which is also known and described as the Easement Estate.**
2. **Area located within the Easement Estate is for the purposes of the installation, construction, operation, maintenance and repair of underground power lines and equipment located within the Easement Estate.**
3. **The right to excavate and use the underground portion of the Easement Estate for the delivery and transport of power through the lines and equipment installed in the Easement Estate.**
4. **The right of ingress and egress, to perform the functions described herein, is limited to be over and across the real property described in Exhibit “A” being the area effected by the Easement Estate.**
5. **Grantee is granted a temporary right of ingress and egress, over and across, the real property owned by the Grantor outside of the Easement Estate only upon the following:**
  - a. **In the event of a natural disaster which would require the immediate access to the Easement Estate and which would require the attention of the Grantee, Emergency Personnel and their equipment, to repair, replace or divert the power in the system, which repair, replacement or diversion of the power would mitigate damage to the Easement Estate, the lines and equipment in the Easement Estate, harm or death to the general public and which would mitigate damage to abutting real property and improvements situated thereon.**

- b. **In the event that the actions of the Grantee, its employees, or others, whether the act be an accident or by design which would require the immediate access to the Easement Estate and which would require the attention of the Grantee, Emergency Personnel and their equipment, to repair, replace or divert the power in the system, which repair, replacement or diversion of the power would mitigate damage to the Easement Estate, the lines and equipment in the Easement Estate, harm or death to the general public and which would mitigate damage to abutting real property and improvements situated thereon.**
- c. **In the event that ingress and egress to the Easement Estate is required over and across other abutting real property owned by the Grantor, for the purposes stated herein, it is understood and agreed that the Grantee will be responsible for and shall be obligated to pay for any damage to the real property and improvements situated on the real property outside of the Easement Estate that may be damaged as a result of acts of the Grantee, its employees or agents, whether such acts may be accidental or by design, unless the need to enter upon the property owned by Grantor outside of the Easement Estate was caused by an act attributable to the Grantor, in which case the Grantor shall be responsible for any such damage, as well as any damage and costs of repair caused to the Grantee's power lines, equipment, facilities or systems.**
- d. **Grantor agrees not to construct or maintain any building, structure, or trees upon the Easement Estate. Nothing herein prohibits the Grantor from building or constructing, or permitting to be built or constructed, curbs and gutters, sidewalks, pavement, landscaping, or other improvements over and across the Easement Estate that do not unreasonably interfere with the power systems; provided, however, the Grantor shall be responsible to repair, at its expense, any damage its improvements cause to the power systems.**

The rights of the Grantee as granted in the Easement Estate, stipulated to herein, are subject to and predicated upon the following terms, conditions and stipulations:

1. **The Easement Estate will be used solely for the purposes stated herein.**
2. **The right of way will not be blocked in any manner, by either Grantor or Grantee, which would impede or prohibit the use of the Easement Estate as granted herein.**
3. **Except for damage caused by an act attributable to Grantor, its employees or agents, any damage done to the real property described in either Exhibit "A" or the real property owned by the Grantor which Exhibit "A" is a part as a result of Grantee's use of the Easement Estate will be the obligation of the Grantee, its successors and assigns to pay to restore the property to the state it was in prior to the use of the Easement Estate.**
4. **Grantee understands, stipulates and acknowledges that the grant of the Easement Estate is not to be considered a Lease with Option to Purchase or an Equitable Interest in and to the real property described on Exhibit "A".**
5. **Except for damage caused by an act attributable to Grantor, its employees or agents, Grantee agrees, at its sole cost and expense, to maintain its power lines, equipment, facilities or systems located within the Easement Estate.**

This grant shall inure to the benefit of the Grantor, the Grantee, their successors, transferees, assigns or heirs of the same. In the event that any term, condition or stipulation made herein, should be in valid or in conflict with the laws of the State of Utah, that term, condition or stipulation shall be removed. All other terms, conditions and stipulations shall survive.

In the event of any default, of any term, condition or stipulation of this grant, by either the Grantor or the Grantee, the offended party shall be entitled to reimbursement of any and all fees, costs or expenses, including but not limited to attorneys, expended in order to perfect or enforce this agreement.

Dated: August 17, 2015

Seaboard Development, LLC, a Utah  
Limited Liability Company

By: [Signature]  
Name: William A. Stokes  
Its: Vice President  
Grantor

The terms, conditions and stipulations stated herein have been reviewed by the undersigned and as evidenced by the signature below are accepted and approved.

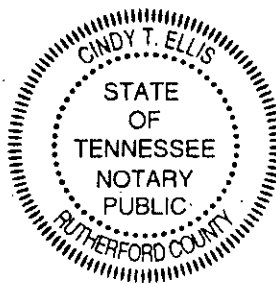
Lehi City, a Municipal Corporation

By: [Signature]  
Name: Best Wilson  
Its: Mayor  
Grantee

State of Tennessee  
County of Williamson

On this the 17th day of August 2015, personally appeared before me, William A. Stokes in the capacity of Vice President for and in behalf of **Seaboard Development, LLC, a Utah Limited Liability Company**, the signer of the above document who duly acknowledged to me that the document was executed by the same in the capacity stated and in accordance with the operating agreement of said limited liability company.

[Signature]  
Notary Public  
*My Commission expires  
8.22-16*



State of Utah  
County of Utah

On this the 26 day of ~~August~~ <sup>August</sup> 2015, personally appeared before me, Bert Wilson  
in the capacity of Mayor for and in behalf of **Lehi City, a Municipal Corporation**, the  
signer of the above document who duly acknowledged to me that the document was executed by the same  
in the capacity stated and in accordance with a resolution passed.

Teisha Wilson  
Notary Public



**EXHIBIT "A"**  
**DESCRIPTION OF THE EASEMENT ESTATE**

**10' wide Underground Power and Gas Easement**

A part of the Southwest Quarter of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Lehi City, Utah County, Utah:

Beginning at a point 778.46 feet North 0°01'07" West along the Section line, 1336.74 feet East, 1307.53 feet South 48°38'40" East along a railroad, and 452.89 feet due South from the West Quarter corner of said Section 31; and running thence South 67°21'36" East 374.36 feet; thence South 22°38'24" West 24.23 feet; thence North 66°28'16" West 15.00 feet; thence North 22°38'24" East 14.00 feet; thence North 67°21'36" West 152.94 feet; thence South 22°38'24" West 61.22 feet; thence North 67°21'36" West 10.00 feet; thence North 22°38'24" East 61.22 feet; thence North 67°21'36" West 186.49 feet; thence South 22°22'22" West 327.92 feet; thence South 67°41'00" East 172.19 feet; thence South 22°22'22" West 10.00 feet; thence North 67°41'00" West 172.19 feet; thence South 22°22'22" West 66.52 feet to the point of curve on a non-tangent curve of which the radius point lies North 66°09'35" West; thence Southwesterly along the arc of a 745.21 foot radius curve to the right a distance of 133.49 feet (Central Angle equals 10°15'49", and Long Chord bears South 28°58'20" West 133.31 feet) to a point of reverse curvature; thence Southwesterly along the arc of a 779.45 foot radius curve to the left a distance of 96.27 feet (Central Angle equals 07°04'36", and Long Chord bears South 30°33'57" West 96.21 feet) to a point of compound curvature; thence Southeasterly along the arc of a 133.00 foot radius curve to the left a distance of 245.74 feet (Central Angle equals 105°51'54", and Long Chord bears South 25°54'18" East 212.25 feet) to a point of reverse curvature; thence Southeasterly along the arc of a 33.00 foot radius curve to the right a distance of 35.35 feet (Central Angle equals 61°22'06", and Long Chord bears South 48°09'12" East 33.68 feet); thence South 89°32'32" West 10.68 feet to the point of curve of a non-tangent curve of which the radius point lies South 64°43'21" West; thence Northwesterly along the arc of a 23.00 foot radius curve to the left a distance of 21.50 feet (Central Angle equals 53°33'37", and Long Chord bears North 52°03'27" West 20.73 feet) to a point of reverse curvature; thence Northwesterly along the arc of a 143.00 foot radius curve to the right a distance of 264.22 feet (Central Angle equals 105°51'54", and Long Chord bears North 25°54'18" West 228.21 feet) to a point of compound curvature; thence Northeasterly along the arc of a 789.45 feet radius curve to the right a distance of 97.50 feet (Central Angle equals 07°04'36", and Long Chord bears North 30°33'57" East 97.44 feet) to a point of reverse curvature; thence Northeasterly along the arc of a 735.21 foot radius curve to the left a distance of 131.57 feet (Central Angle equals 10°15'13", and Long Chord bears North 28°58'38" East 131.40 feet); thence North 22°22'22" East 414.35 feet to the Point of Beginning.

Containing 15,438 square feet

