

WHEN RECORDED MAIL TO:
Boyer Holbrook Farm, L.C.
c/o The Boyer Company, L.C.
Attention: Spencer Moffat
101 South 200 East, Suite 200
Salt Lake City, Utah 84111

58-021-0199
93559-PF

EASEMENT AGREEMENT
(Utah County Serial No. 58:21:0199)

THIS EASEMENT is made and entered into this 17 day of July, 2017, by and between Boyer Holbrook Farm, L.C., a Utah limited liability company, hereinafter referred to as "Grantor," and Lehi City Corporation, a municipal corporation organized under the laws of the State of Utah, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, Grantee is desirous to construct and maintain electrical distribution/transmission poles and associated infrastructure, over and across the Grantors' Property (defined below) upon the terms and conditions set forth in this easement agreement; and

WHEREAS, Grantor is willing to grant a permanent public utility easement over and across real property it owns in Lehi City, Utah County, Utah commonly referred to as Utah County Serial No. 58:21:0199 (hereinafter referred as the "Property") as described on Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof.

NOW, THEREFORE, for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants the following easement to Grantee:

1. An easement for the construction and maintenance of electrical distribution/transmission poles and associated infrastructure (the "Utility Lines") over and across the Property as shown and described on Exhibit "B," attached hereto and by this reference incorporated herein and made a part hereof (hereinafter described as the "Easement").

2. Grantee, and its agents and employees shall have the right of access to and from said Easement across the portions of the Property immediately adjacent to the Easement at all reasonable times for the installation, maintenance, and repair of the Utility Lines.

3. Concurrently with the completion of any of its activities on the Property or Easement, Grantee shall at its sole cost and in a good and workmanlike manner, restore all property

(including all surface and other improvements) affected to the same condition as existed prior to the commencement of such activities.

4. Grantee shall indemnify, defend and otherwise hold Grantor harmless from and against any claim, including costs, expenses, attorney's fees and costs, which arise from or by reason of the use of the Easement herein granted to Grantee or from any activities contemplated by or undertaken in connection with this Agreement by Grantee or any other person claiming by, through, or under Grantee; provided, however, that such obligation shall only be applicable to the extent such claim shall be caused by the negligence or willful acts of Grantee.

5. Grantor shall indemnify, defend and otherwise hold Grantee harmless from and against any claim, including costs, expenses, attorney's fees and costs, which arise from or by reason of the Grantor's use of the Easement for activities contemplated by or undertaken in connection with this Agreement by Grantor; provided, however, that such obligation shall only be applicable to the extent such claim shall be caused by the negligence or willful acts of Grantor.

6. At all times, all actions of Grantee and any of its agents, servants, contractors or other similarly situated persons, on or about the Easement or in connection with the Easement, and all activities of Grantee contemplated by this Agreement shall be taken in full and strict compliance with all governmental requirements, statutes and the common law. Grantee shall be responsible for compliance with all applicable federal, state, and local requirements, including compliance with all applicable federal, state, and local construction, bonding, labor and environmental laws and regulations.

7. Grantee shall, at all times, keep the Easement and the Property free from mechanics' lien claims or similar liens arising on account of any act by or on behalf of Grantee.

8. At all times, Grantee shall maintain any and all improvements made in connection with the Easement and, at all times, keep the same in compliance with all applicable governmental requirements and regulations. All costs of maintenance and similar activities required by this paragraph shall be borne solely by Grantee.

9. Grantor reserves unto itself the right to cross on, over, or under, and make any and all use of the Easement, including without limitation the construction of parking facilities over the Easement, the use of such area for parking vehicles, and ingress and egress of pedestrians and vehicles over the Easement, so long as such use does not materially interfere with Grantee's use of the Easement for the purposes herein granted.

10. Grantee shall use the Easement in a manner that is consistent with this Agreement and with Grantor's right to use the Easement as contemplated herein.

11. The Parties understand and agree that this is a COVENANT RUNNING WITH THE LAND which is binding upon them, their heirs, executors, assigns or other holders of title or

interest in the Property and the Easement and that this Easement will be recorded. Grantee shall not have the right to assign, convey, or otherwise transfer its interests in this Easement to any person or entity, except to a governmental entity having responsibilities for the operation and maintenance of the Utility Lines.

12. All notices required to be given under this Agreement shall be in writing and shall be transmitted either by personal delivery, a reputable overnight courier which keeps receipts of delivery (such as Federal Express), or through the facilities of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be effective upon delivery, if delivered by personal delivery or overnight courier, and seventy-two (72) hours after dispatch, if mailed in accordance with the above. Notices to the respective parties shall be sent to the following addresses, or to such other address as designated in writing by a party to the other party:

If to Grantor:

Boyer Holbrook Farm, L.C.
c/o The Boyer Company, L.C.
Attention: Spencer Moffat
101 South 200 East, Suite 200
Salt Lake City, Utah 84111
smoffat@theboyercompany.com

With a copy to:

Parr Brown Gee & Loveless
Attn: Robert A. McConnell
101 South 200 East, Suite 700
Salt Lake City, Utah 84111
rmcconnell@parrbrown.com

If to Grantee:

Lehi City Mayor
153 N 100 E
Lehi, Utah 84043

13. No waiver of conditions by a party of any default of the other party or failure of a party to timely enforce any provisions of this Agreement shall constitute a waiver of or constitute a bar to subsequent enforcement of the same or other provisions of this Agreement. No provision in this Agreement shall be construed to prevent a party from exercising any legal or equitable remedy it may otherwise have.

14. Each party, from time to time, shall execute, acknowledge, subscribe and deliver to or at the request of the other party such documents and further assurances as may reasonably be

required for the purpose of evidencing, preserving or confirming the agreements contained herein.

15. The Parties shall not, by virtue of this Agreement nor by the act of any party, be deemed principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

16. No modification of this Agreement shall be made or effective unless and until such modification is executed by Grantee and Grantor, or their successors or assigns.

17. This Agreement constitutes the sole agreement between the Parties and supersedes any and all other agreements, whether oral or written, with respect to the obligations identified herein. The Parties acknowledge that no representations, inducements, promises, or agreements, whether oral or otherwise, have been made by any party or anyone acting on behalf of any party which is not embodied herein; and that no other agreement, statement, or promise not contained in this Agreement regarding the provisions of this Agreement shall be valid or binding.

18. In the event either Grantor or Grantee commences litigation to enforce any of the terms and conditions of the Agreement, the unsuccessful party to such litigation shall pay, within thirty (30) days of the date when any judgment of any court of competent jurisdiction shall have become final and all rights of appeal therefrom have expired, all costs and expenses, including attorneys' fees incurred therein by the successful party (which costs and expenses shall be included in the amount of the judgment).

19. This Easement shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules that would apply the law of another jurisdiction. Each party consents to suit in the courts of the State of Utah in any dispute arising under the terms of this Agreement or as a result of operations related to the Easement. Each party agrees for itself and for its successors and assigns that any suit brought by it or its successors or assigns may be maintained only in the Utah State District Court of Utah County.

20. Each individual executing this Agreement represents and warrants: (i) that he or she is authorized to do so on behalf of the respective party to this Agreement; (ii) that he or she has full legal power and authority to bind the respective party in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority; and (iii) that the execution, delivery, and performance by the respective party of this Agreement will not constitute a default under any agreement to which such party is a party.

[Signature pages follows]

IN WITNESS WHEREOF the authorized representatives of the parties have set their hand on the date first above written.

GRANTOR:

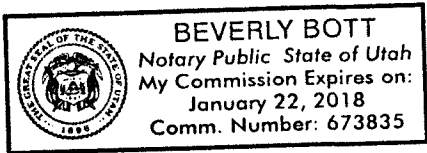
Boyer Holbrook Farm, L.C., a Utah limited liability company, by its Manager,

The Boyer Company, L.C., a Utah limited liability company

By: [Signature]
Name: BRIAN GOCHNOUR
Title: Manager

STATE OF UTAH)
SS:
COUNTY OF SALT LAKE)

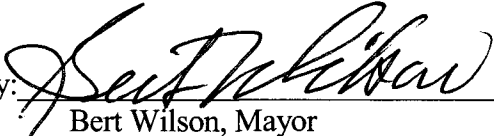
On this 17th day of July, 2017, personally appeared before me Brian Gochmour, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is a Manager of The Boyer Company, L.C., the Manager of Boyer Holbrook Farm, L.C., a Utah limited liability company, and that said document was signed by him/her in behalf of said limited liability company by authority of its organizational documents and said Manager acknowledged to me that said limited liability company executed the same.



[Signature]
Notary Public

GRANTEE:

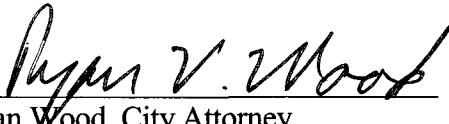
Lehi City Corporation, a municipal corporation organized under the laws of the State of Utah

By: 
Bert Wilson, Mayor

ATTEST:


Marilyn Banasky, City Recorder

APPROVED AS TO FORM:


Ryan Wood, City Attorney

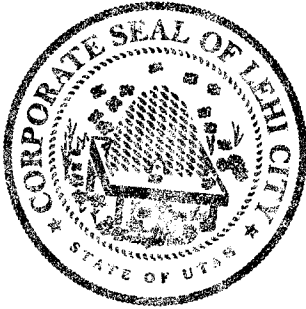


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

COM N 0 DEG 8' 15" W 75.27 FT & W 16.5 FT & N 89 DEG 38' 27" W 25.5 FT FR E 1/4
COR. SEC. 2, T5S, R1W, SLB&M.; N 89 DEG 38' 26" W 19.03 FT; S 43 DEG 56' 2" W 75.53
FT; ALONG A CURVE TO R (CHORD BEARS: N 87 DEG 9' 4" W 1075.72 FT, RADIUS =
14814.5 FT); ALONG A CURVE TO L (CHORD BEARS: N 85 DEG 19' 43" W 136.82 FT,
RADIUS = 15185 FT); N 0 DEG 4' 52" W 576.06 FT; N 89 DEG 51' 7" E 1177.18 FT; S 0 DEG
8' 55" E 34.02 FT; ALONG A CURVE TO R (CHORD BEARS: N 89 DEG 51' 8" E 16.4 FT,
RADIUS = 88 FT); ALONG A CURVE TO R (CHORD BEARS: S 45 DEG 8' 34" E 124.46 FT,
RADIUS = 88 FT); S 0 DEG 8' 15" E 467.69 FT TO BEG. AREA 18.032 AC.

EXHIBIT B

DESCRIPTION AND DEPICTION OF THE EASEMENT

**LEGAL DESCRIPTIONS
PREPARED FOR
HOLBROOK FARMS
LEHI, UTAH
(January 30, 2017)**

POWER EASEMENT ACROSS FUTURE COMMERCIAL

A 50' wide power easement across the NE1/4 of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning on the North line of State Road 85 located N0°08'15"W along the Section line 45.65 feet and West 789.21 feet from the East 1/4 Corner of Section 2, T5S, R1W, SLB&M; thence Northwesterly along said road and along the arc of a 14,814.50 foot radius non-tangent curve to the right (radius bears:N3°23'01"E) 53.89 feet through a central angle of 0°12'30" (chord:N86°30'44"W 53.89 feet); thence N18°25'00"W 646.74 feet to the South line of that Real Property described in Deed Entry No. 63126:2003 of the Official Records of Utah County; thence N89°51'07"E along said deed 52.65 feet; thence S18°25'00"E 650.34 feet to the point of beginning.

Contains: 32,420± s.f.

