

EASEMENT AGREEMENT

THIS EASEMENT is made and entered into this 22<sup>nd</sup> day of May, 2014, by and between Stanley and Peggy Lewis, hereinafter referred to as "Grantors" 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 public utilities across the Grantors' property upon the terms and conditions set forth in this easement agreement; and

WHEREAS, Grantors are willing to grant a permanent easement through real property they own in Lehi City, Utah (hereinafter referred as the "Premises"); and

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

1. A public utility easement for the construction and maintenance of public utilities, over, across and through the property as shown and described on Exhibit "A," attached hereto and by this reference incorporated herein and made a part hereof.

2. Grantee, and its agents and employees shall have the right of access to and from said easement across the Premises at all reasonable times for the installation, maintenance, and repair of public utilities.

3. Concurrently with the completion of any of its activities on the Property, Grantee shall, 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, using the same type and quality of materials previously used, and clean up any construction debris.

4. Grantors shall have the right to use the Property to the extent that such use would not interfere with the easements granted by this instrument. If such use requires relocation of any of Grantee's utility lines, roads or other improvements installed pursuant to this instrument, and said relocation can be reasonably completed, Grantors agree to relocate the same at Grantors' sole cost and expense, to a location mutually agreeable to the Parties. If Grantors wish to relocate outside of the easement granted by this instrument, Grantors must grant a new easement for the new location.

Grantors 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 Premises and this Easement will be recorded.

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



Stanley Lewis:

*Stanley Lewis*

STATE OF UTAH )  
SS:  
COUNTY OF UTAH )

On this 22 day of May, 2014, before me Lisa Lewis, a notary public, personally appeared Stanley Lewis, whose identity is personally known to me, or proven on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same. Witness my hand and official seal.



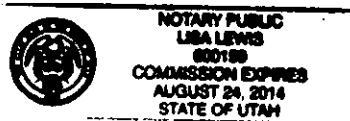
Lisa Lewis  
Notary Public

Peggy Lewis:

*Peggy Lewis*

STATE OF UTAH )  
SS:  
COUNTY OF UTAH )

On this 22 day of May, 2014, before me Lisa Lewis, a notary public, personally appeared Peggy Lewis, whose identity is personally known to me, or proven on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged she executed the same. Witness my hand and official seal.




Lisa Lewis  
Notary Public

Lehi City Corporation:

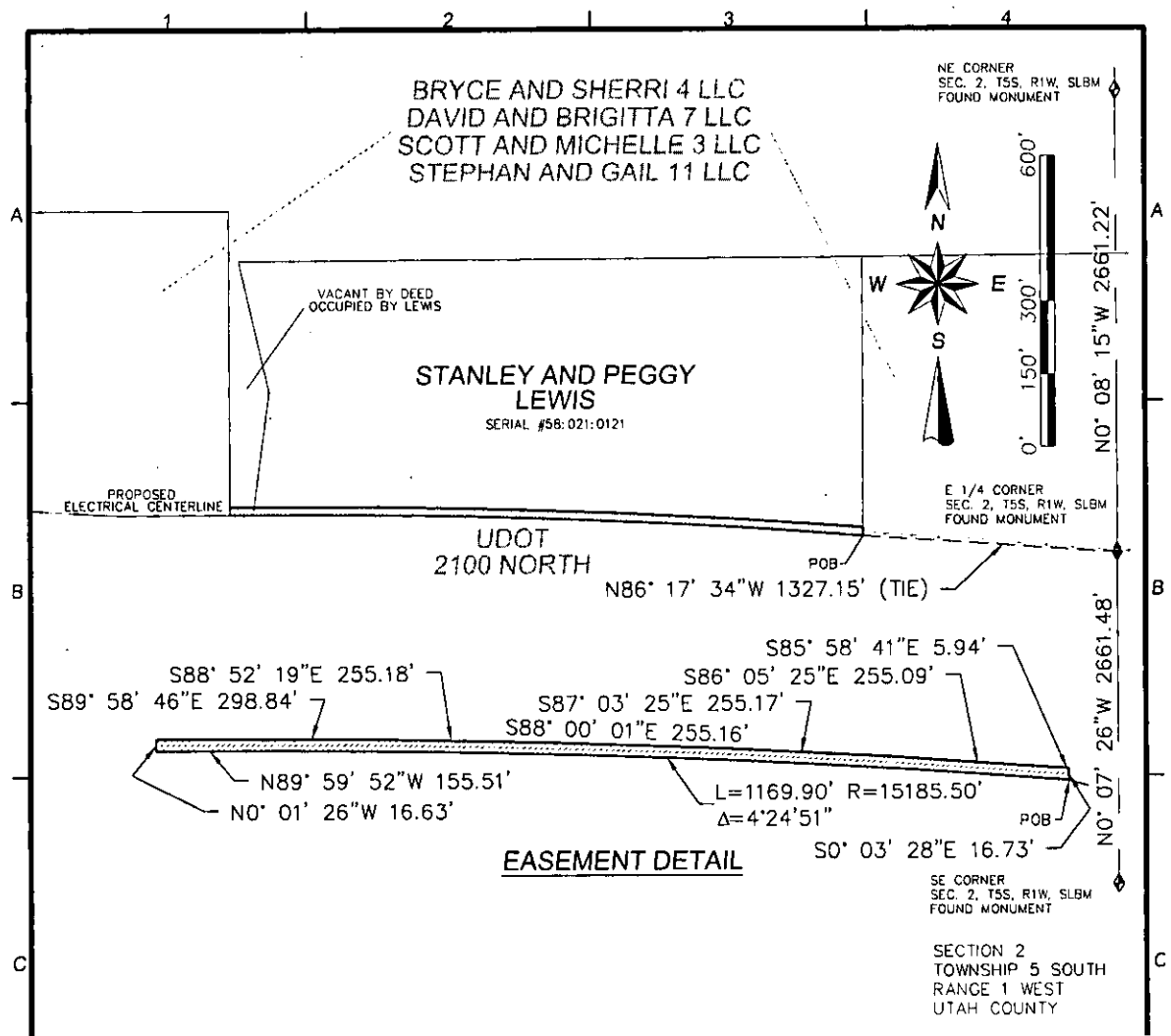
  
Bert Wilson, Mayor

Attest:



  
~~Marilyn Banasky~~, City Recorder, Deputy  
Teisha Wilson

**Exhibit "A"**



**LEGAL DESCRIPTION**

ENT 58044:2014 PG 5 of 5

A STRIP OF LAND, SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE MERIDIAN, UTAH COUNTY, UTAH; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 2, T 5 S, R 1 W, S.L.B.M., A FOUND MONUMENT, RUNNING THENCE NORTH 86° 17' 34" WEST A DISTANCE OF 1327.15 FEET TO THE TRUE POINT OF BEGINNING WHICH LIES ON THE SOUTHEAST CORNER OF THE STANLEY AND PEGGY LEWIS PROPERTY, SERIAL #58:021:0121; THENCE ALONG THE EASEMENT BOUNDARY THE FOLLOWING (10) TEN COURSES:

1. ALONG A 15185.50 FOOT CURVE TO THE RIGHT ALONG THE SOUTHERLY PROPERTY LINE OF THE LEWIS PARCEL #58:021:0121, A DISTANCE OF 1169.90 FEET, SAID CURVE HAS A DELTA ANGLE OF 04° 24' 51";
2. NORTH 89° 59' 52" WEST ALONG SAID SOUTHERLY PROPERTY LINE A DISTANCE OF 155.51 FEET TO A POINT ON THE WESTERLY PROPERTY LINE;
3. NORTH 00° 01' 26" EAST ALONG SAID WESTELY PROPERTY LINE A DISTANCE OF 16.63 FEET;
4. SOUTH 89° 58' 46" EAST A DISTANCE OF 298.84 FEET;
5. SOUTH 88° 52' 19" EAST A DISTANCE OF 255.18 FEET;
6. SOUTH 88° 00' 01" EAST A DISTANCE OF 255.17 FEET;
7. SOUTH 87° 03' 25" EAST A DISTANCE OF 255.17 FEET;
8. SOUTH 86° 05' 25" EAST A DISTANCE OF 255.09 FEET;
9. SOUTH 85° 58' 41" EAST A DISTANCE OF 5.94 FEET TO A POINT ON THE EASTERLY PROPERTY LINE;
10. SOUTH 00° 03' 28" EAST ALONG SAID EASTERLY PROPERTY LINE A DISTANCE OF 16.73 FEET TO THE POINT OF BEGINNING.

THE TOTAL AREA OF A POWER LINE EASEMENT ACROSS THE LLC LAND #58:021:0121, AS DESCRIBED ABOVE IS 21802.92 SQ FT OR 0.50 ACRES MORE OR LESS.

**CERTIFICATE OF SURVEYOR**

STATE OF UTAH )  
 COUNTY OF SALT LAKE)

I, **KYLE A. COOK** A REGISTERED LAND SURVEYOR IN THE STATE OF UTAH, HEREBY CERTIFIES THAT THIS EXHIBIT OF THE EASEMENT FOR THE CITY OF LEHI O.H. POWER LINE PROJECT WAS MADE FROM NOTES TAKEN DURING AN FIELD SURVEY MADE UNDER MY DIRECTION BY COOK-SANDERS ASSOCIATES IN 2012 AND IT CORRECTLY SHOWS, TO THE BEST OF OUR ABILITIES, THE LOCATION OF THE PROPOSED CENTERLINE OF THE O.H. POWER LINE EASEMENT.

**SURVEYORS NARRATIVE**

THE PURPOSE OF THIS SURVEY IS TO PROVIDE A PERMANENT EASEMENT FOR THE CONSTRUCTION OF A NEW O.H. POWER LINE TO SERVE THE CITY OF LEHI, LOCATED IN UTAH COUNTY, UTAH, SECTION 2, T5S, R1W, (2100 NORTH)



PRINTED 10/11/2013 FOR DATE

<input type="checkbox"/> PRELIMINARY	
<input type="checkbox"/> DESIGN DEVELOPMENT	
<input type="checkbox"/> BIDDING	
<input type="checkbox"/> CONSTRUCTION	
<input checked="" type="checkbox"/> APPROVAL	
<input type="checkbox"/> AS BUILT	
<input type="checkbox"/> REVISION	

NO.	DESCRIPTION	BY	DATE	APPRO.
1	REVISED LEGAL DESCRIPTION TO MATCH NEW CENTERLINE	SRH	10/13	

Drawn By: SRH	Date: 10/13	ENGR	Date
Checked By: KAC	Date: 10/13	APPD	Date
Scale: AS NOTED			

DRIVING No.	REVISION
<b>L-07</b>	<b>A</b>