

ENT 18829:2014 PG 1 of 2
Jeffery Smith
Utah County Recorder
 2014 Mar 21 11:47 AM FEE 12.00 BY SW
 RECORDED FOR Affiliated First Title Company
 ELECTRONICALLY RECORDED

EASEMENT

THE UNDERSIGNED owner of real property situated and located in Utah County, State of Utah ("Grantor"), does hereby convey, grant, and release to LEHI CITY, Utah County, State of Utah, a perpetual non-exclusive easement ("Easement") for storm drain lines and any related facilities, over, under and through the following described real property situated in Utah County, State of Utah, and more particularly described as follows ("Property"):

Beginning at a point being South 685.19 feet and East 656.59 feet from the North Quarter Corner of said Section 32, and running thence N00°05'59"W 106.08 feet; thence Northeasterly 16.81 feet along the arc of a 59.50 foot radius curve to the right, chord bears N07°59'37"E 16.75 feet; thence S34°26'39"E 65.73 feet; thence S03°13'54"W 57.12 feet; thence S72°25'39"W 37.87 feet to the Point of Beginning.

Contains 3,481 Square Feet or 0.08 Acres.

Note: Basis of Bearing for this description is N89°56'57"E between the North Quarter Corner and the Northeast Corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian.

THIS EASEMENT IS GRANTED IN CONSIDERATION for the construction of the above described utilities for the improvement of real property owned by the Grantor. Should construction, repairs, maintenance, or replacements become necessary, the party completing such activities ("Constructing Party") shall use good faith efforts to perform those activities as expeditiously as possible and in a manner that will minimize any disruption caused by such activities. All storm drain lines and related facilities will be constructed and maintained underground except for those limited portions of the storm drain lines and related facilities that, by their nature, are required to be above ground. If the Constructing Party damages or disturbs the Property or any improvements located on the Property, then the Constructing Party will, at its own cost and expense, immediately repair or replace the Property or the improvements to a condition that is at least as good as the condition immediately prior to such activities.

GRANTOR HEREBY AGREES that Lehi City shall have the right of ingress and egress across the Property for the purpose of constructing, maintaining, and repairing said storm drain lines and related facilities, to be located on or under the Property. Grantor also agrees not to construct or maintain any building, structure, or trees of a permanent nature upon the property above described. Nothing herein prohibits the owner of the Property from building or constructing, or permitting to be built or constructed, curbs and gutters, sidewalks, pavement, landscaping, or other improvements over and across the Property that do not unreasonably interfere with the storm drain lines and related facilities; provided, however, the owner of the Property is responsible to repair, as it's expense, any damage its improvements cause to the storm drain lines and related facilities.

GRANTOR, with the prior written approval of Lehi City, which approval will not be unreasonably withheld, conditioned, or delayed, has the right to relocate and reconfigure the Property and all or some of the storm drain lines or related facilities, subject to the following

