



ENT 48005:2015 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2015 Jun 02 4:29 pm FEE 0.00 BY EO
RECORDED FOR LINDON CITY CORPORATION

After recording please return to:

Lindon City
100 North Main Street
Lindon, Utah 84042
Attn: _____

Parcel No: 14:053:0142

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, the undersigned, STS PROPERTIES, LLC, a Utah limited liability company ("*Grantor*"), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto LINDON CITY, a political subdivision of the State of Utah ("*Grantee*"), its successors or assigns, a perpetual ten (10) foot wide public utility easement (the "*Easement*") across, over, upon, under and through the lands of Grantor located in Utah County, Utah (herein called the "*Land*") being more particularly described on Exhibit A, and by this reference incorporated herein and made a part hereof, for the installation, construction, maintenance, repair, replacement, testing, inspection and use of underground utility installations ("*Utilities*").

By its acceptance hereof, Grantee hereby agrees with Grantor, its successors, assigns, and successors in title, that the rights, privileges and easements shall be exercised on the following terms and conditions: (a) the Utilities shall be maintained within the location of the Land as described on Exhibit B by this reference incorporated herein and made a part hereof (the "*Easement Area*"); (b) Grantee shall operate, repair, replace and maintain the Utilities upon the Land; (c) temporary construction easements, as needed, shall be utilized to facilitate construction and installation and shall expire six (6) months from the start date of construction by the Grantee; (d) the surface of the Easement Area may be used by Grantor, its successors and assigns, for landscaping, provided no trees are planted thereon; and (e) if any landscaping, sidewalk, driveway, parking lot, street or road which is located on the Land is damaged or removed as a result of the construction, installation or repair of the Utilities by Grantee, Grantee shall repair, restore or replace such landscaping, sidewalk, driveway, street or road to the condition in which it existed immediately prior to such construction or repair.

TO HAVE AND TO HOLD said easement perpetually unto Grantee, its successors and assigns, the rights, powers and interests herein granted, which shall be a covenant running with the title to the Land, but subject always to the covenants herein set forth and to easements, rights of way, restrictions, and reservations of record.

Exhibit A

Legal Description of Land

Exhibit B

Legal Description of Easement Area

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN WARRANTY DEED ENTRY NO. 92112:2014, SAID POINT BEING NORTH 0°10'09" WEST 1033.62 FEET ALONG THE SECTION LINE AND EAST 2652.61 FEET FROM THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 00°20'45" WEST 10.0 FEET ALONG THE WEST LINE OF SAID WARRANTY DEED; THENCE NORTH 88°54'21" EAST 73.85 FEET; THENCE 250.32 FEET ALONG A 1,911.0 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 87°20'30" EAST 250.144 FEET); THENCE 226.73 FEET ALONG A 1,789.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 87°13'11" EAST 226.578 FEET); THENCE SOUTH 07°45'37" EAST 10.07 FEET TO THE NORTH RIGHT OF WAY LINE OF 700 NORTH STREET ALSO BEING THE SOUTH LINE OF SAID WARRANTY DEED; THENCE 229.22 FEET ALONG A 1,799.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 87°14'20" WEST 229.060 FEET) ALONG SAID RIGHT OF WAY; THENCE 249.01 FEET ALONG A 1,901.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 87°20'30" WEST 248.830 FEET) ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°54'21" WEST 73.98 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.