



ENT 92886:2012 PG 1 of 3
JEFFERY SMITH
UTAH COUNTY RECORDER
2012 Oct 25 2:22 pm FEE 0.00 BY SW
RECORDED FOR LEHI CITY CORPORATION

EASEMENT AGREEMENT

THIS EASEMENT is made and entered into this 2 day of October, 2012 by and between F. Elesen Inc, Grantor, hereinafter referred to as "Owner" and Lehi City Corporation, Grantee, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the City is desirous to install and maintain a 1" Pressurized Irrigation service across the property described in Exhibit "A" (hereinafter referred to as the "Premises"); and

WHEREAS, Owner is willing to grant a permanent easement through the Premises for access to and the installation, maintenance, and repair of the 1" Pressurized Irrigation service; and

WHEREAS, the easement will also allow the City to reconnect an existing service that was inadvertently disconnected during the reconstruction of main street; and

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

1. A permanent easement across, under, and through the Premises as described in Exhibit "A" which is attached hereto and by this reference incorporated herein and made a part hereof.
2. City's agents and employees shall have the right of ingress to and egress from said easement across the Premises at all reasonable times for installation, maintenance and repair purposes.

Owner understands and agrees that this is a COVENANT RUNNING WITH THE LAND which is binding upon it, its heirs, executors, assigns or other holders of title or interest in the Premises and this Easement will be recorded.

4. In return for Owner granting City this easement, City agrees to hold Owner and Owner's officers, agents, representatives and employees, harmless, and to defend Owner against all claims, damages, losses, liabilities, including but not limited to attorneys' fees, arising out of or resulting from City's access, installation, maintenance, and repair of the 1" Pressurized Irrigation service in the Premises.

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

[owner]:

Lehi City Corporation

F. Elesen, INC 1

7-Eleven, Inc.

Bert Wilson
By: Bert Wilson
Its: Mayor

Mitch L. Keith
By: Mitch L. Keith
Its: Construction Manager

Attest:

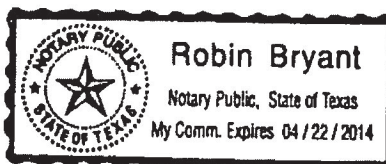


Marilyn Banasky
Marilyn Banasky, City Recorder

Texas)
STATE OF UTAH)
Dallas) ss:
COUNTY OF UTAH)

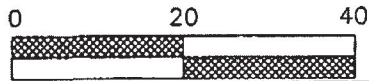
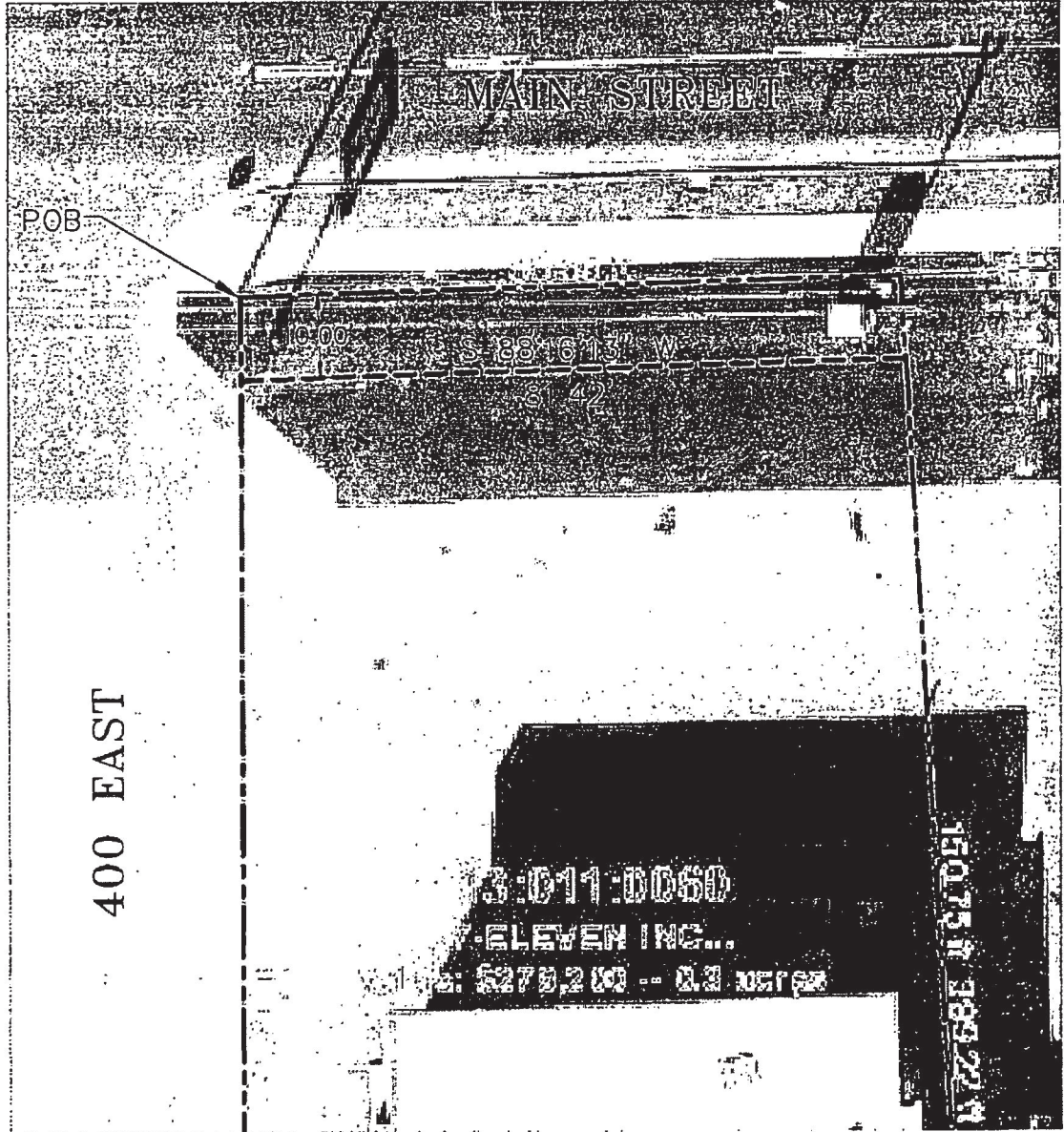
Subscribed and sworn to before me by Mitch L. Keith, who duly acknowledged to me that having express authority to do so, he/she signed this Easement Agreement this 2nd day of October, 2012.

Robin Bryant
NOTARY PUBLIC



Water Service Easement for the North 10 feet of the 7-eleven lot located at 400 East Main Street

Beginning at the Northwest corner of Warranty Deed Entry # 67229:2012 which point is North 1295.04 feet and East 1835.83 feet from the West Quarter Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 88°16'13" East 80.86 feet; thence South 03°11'15" East 10.00 feet; thence South 88°16'13" West 81.42 feet; thence North 10.00 feet to the point of beginning.



TRANE ENGINEERING	LEHI CITY 400 EAST MAIN ST.	EASEMENT DESCRIPTION
		WATER LATERAL