

When Recorded Mail to:  
ATTN: Ross Dinsdale  
Lehi City Corporation  
560 West Glen Carter Drive  
Lehi, UT 84043

ENT 56739:2018 PG 1 of 5  
Jeffery Smith  
Utah County Recorder  
2018 Jun 18 04:57 PM FEE 23.00 BY SS  
RECORDED FOR Cottonwood Title Insurance Agency, Inc.  
ELECTRONICALLY RECORDED

### EASEMENT AGREEMENT

(Utah County Serial Numbers 58:024:0004, 58:023:0233, 58:024:0014, 58:023:0025,  
58:023:0044, 58:024:0013, 58:024:0001, 58:024:0005)

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into this 25<sup>th</sup> day of May, 2018, by and between SOA INVESTMENTS, LLC, a Utah limited liability company, which acquired title as SOA INVESTMENTS, LTD., a Utah limited partnership, which Utah limited partnership has been converted to SOA INVESTMENTS, LLC, a Utah limited liability company, pursuant to Section 48-2c-1402 of the Utah Code on October 15, 2002 (“**Grantor**”) and Lehi City, a municipal corporation organized under the laws of the State of Utah (“**Grantee**”).

#### WITNESSETH:

WHEREAS, Grantee is desirous to construct and maintain public utilities, including certain public roads, sanitary sewer pipelines, storm drain pipelines, culinary water and pressurized irrigation pipelines and associated infrastructure, across the Grantors’ property upon the terms and conditions set forth in this easement agreement; and

WHEREAS, Grantor is willing to grant a permanent public utility easement through real property it owns in Lehi City, Utah County, Utah commonly referred to as Utah County Serial Numbers 58:024:0004, 58:023:0233, 58:024:0014, 58:023:0025, 58:023:0044, 58:024:0013, 58:024:0001, 58:024:0005 (hereinafter referred as the “**Property**”); and

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 public utilities including certain public roads, sanitary sewer pipelines, storm drain pipelines, culinary water and pressurized irrigation pipelines and associated infrastructure (the “**Easement**”) over, under, 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 (hereinafter described as the “**Easement Parcel**”).

2. Grantee, and its agents, designees, assignees, contractors and employees shall have the right of access to and from the Easement Parcel across the Property at all reasonable times for the installation, maintenance, and repair of the public utilities.

3. Grantor agrees not to construct or maintain any building, structure or trees of a permanent nature upon the Easement Parcel.

4. Grantee shall indemnify, defend and otherwise hold Grantor harmless from and against any claim, including costs, expenses, attorneys' 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. At all times, all actions of Grantee and any of its agents, designees, assignees, contractors, employees or other similarly situated persons, on or about the Easement Parcel 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.

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

7. At all times, Grantee shall maintain any and all improvements made in connection with the Easement upon the Easement Parcel 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.

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

9. 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 Parcel and that this Agreement will be recorded.

10. 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: SOA Investments, LLC  
166 West 100 South  
Lehi, UT 84043

If to Grantee:

ATTN: Ross Dinsdale  
Lehi City Corporation  
560 West Glen Carter Drive  
Lehi, UT 84043

11. No waiver of conditions by a party or any default of the other party or failure of a party timely to enforce any provisions of this Agreement shall constitute a waiver of or constitute a bar to subsequent enforcement of the same or any 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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).

17. 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.

18. Grantor hereby represents and warrants: (i) that each person executing this Agreement on behalf of such party is authorized to do so on behalf of the respective party to this Agreement; (ii) that each such person 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.

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

**SOA INVESTMENTS, LLC,**  
a Utah limited liability company, which acquired title as SOA INVESTMENTS, LTD., a Utah limited partnership, which Utah limited partnership has been converted to SOA INVESTMENTS, LLC, a Utah limited liability company, pursuant to Section 48-2c-1402 of the Utah Code on October 15, 2002

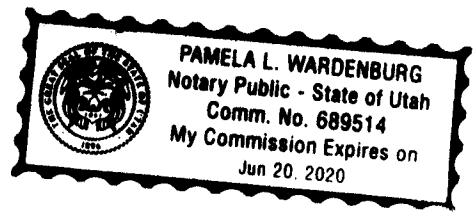
By: Robert Allred  
Name: Robert Allred  
Title: Manager  
Date of Execution: May 25<sup>th</sup>, 2018

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

The foregoing document was duly acknowledged before me this 25<sup>th</sup> day of May, 2018, by Robert Allred, the Manager of SOA INVESTMENTS, LLC, a Utah limited liability company, which acquired title as SOA INVESTMENTS, LTD., a Utah limited partnership, which Utah limited partnership has been converted to SOA INVESTMENTS, LLC, a Utah limited liability company, pursuant to Section 48 2c 1402 of the Utah Code on October 15, 2002, for and in behalf of such limited liability company.

Pamela L. Wardenburg  
Notary Public  
Residing at: 172 N. Palisade Dr, Orem UT 84097

My Commission Expires:  
06/20/2020



**“EXHIBIT A”****BACKBONE ROADS – COLD SPRING DRIVE PORTION**

A portion of Section 11, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Lehi, Utah and being more particularly described as follows:

Beginning at a point located S89°51'47"W along the section line 276.19 feet and North 1573.13 feet from the Southeast Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base & Meridian. thence N89°41'41"W 29.81 feet; thence along the arc of a 45.00 foot radius non-tangent curve (radius bears: N89°41'41"W) to the left 70.93 feet through a central angle of 90°18'19" (chord: N44°50'51"W 63.81 feet); thence West 903.83 feet; thence along the arc of a 26.00 foot radius curve to the left 40.86 feet through a central angle of 90°02'00" (chord: S44°59'00"W 36.78 feet); thence N89°58'19"W 62.00 feet; thence along the arc of a 26.00 foot radius non-tangent curve (radius bears: S89°58'00"W) to the left 40.83 feet through a central angle of 89°58'00" (chord: N45°01'00"W 36.76 feet); thence West 174.65 feet; thence along the arc of a 3500.00 foot radius curve to the left 433.90 feet through a central angle of 7°06'11" (chord: S86°26'55"W 433.62 feet); thence along the arc of a 26.00 foot radius curve to the left 43.01 feet through a central angle of 94°46'41" (chord: S35°30'29"W 38.27 feet); thence S85°08'49"W 62.47 feet; thence along the arc of a 26.00 foot radius non-tangent curve (radius bears: S78°07'08"W) to the left 39.53 feet through a central angle of 87°06'23" (chord: N55°26'03"W 35.83 feet); thence along the arc of a 3500.00 foot radius curve to the left 279.27 feet through a central angle of 4°34'18" (chord: S78°43'36"W 279.19 feet); thence S76°26'27"W 669.89 feet; thence along the arc of a 19.00 foot radius curve to the left 6.02 feet through a central angle of 18°09'28" (chord: S67°21'43"W 6.00 feet) to the East line of Redwood Road; thence N10°19'26"W along said line 93.09 feet; thence N76°26'27"E 90.62 feet; thence N80°05'27"E 251.32 feet; thence N76°26'27"E 329.12 feet; thence along the arc of a 3576.00 foot radius curve to the right 255.85 feet through a central angle of 4°05'58" (chord: N78°29'26"E 255.80 feet); thence S9°27'35"E 15.00 feet; thence along the arc of a 3561.00 foot radius non-tangent curve (radius bears: S9°27'35"E) to the right 587.94 feet through a central angle of 9°27'35" (chord: N85°16'12"E 587.27 feet); thence East 174.59 feet; thence along the arc of a 26.00 foot radius curve to the left 40.86 feet through a central angle of 90°02'00" (chord: N44°59'00"E 36.78 feet); thence S89°58'19"E 62.00 feet; thence along the arc of a 26.00 foot radius non-tangent curve (radius bears: N89°58'00"E) to the left 40.83 feet through a central angle of 89°58'00" (chord: S45°01'00"E 36.76 feet); thence East 904.70 feet; thence along the arc of a 45.00 foot radius curve to the left 70.45 feet through a central angle of 89°41'41" (chord: N45°09'09"E 63.47 feet); thence S89°41'41"E 29.81 feet; thence S0°18'19"W 151.00 feet to the point of beginning.

Contains: ±4.50 Acres