

EASEMENT

WE, THE UNDERSIGNED, owners of real property situated and located in Utah County, State of Utah, hereby convey, grant and release to LEHI CITY, Utah County, State of Utah, a perpetual easement and right-of-way for a certain underground power line and related facilities, over, under, and through the following described real property located in the SW 1/4 and NW 1/4 of Section 15 and the NE 1/4 of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian in Utah County, State of Utah, and more particularly described as follows:

A 10.00 foot wide perpetual easement for an underground power line, 10.00 feet westerly of the following described easterly property line:

Beginning at a point on the Grantors' easterly property line, said point lies 147.80 feet N. 00°23'09" E. along the section line and 282.26 feet East from the West Quarter Corner of Section 15, and running thence N. 04°54'00" E. 325.44 feet, more or less along said easterly property line.

Also, a 10.00 foot wide perpetual easement for an underground power line 10.00 feet southerly of the following described northerly property lines:

Beginning at a point on the Grantors' easterly property line, said point lies 472.06 feet N. 00°23'09" E. along the section line and 307.88 feet East from the West Quarter Corner of Section 15, and running thence N. 86°10'00" W. 271.23 feet along the Grantors' northerly property line; thence continuing along said northerly property line N. 86°03'33" W. 270.75 feet to a point on the Grantors' westerly property line.

Basis of Bearing: Utah State Plane Coordinate System - Central Zone: West Quarter Corner of Section 15 to the Northwest Corner of Section 15 = N. 00°23'09" E.

The boundary lines of said easements shall be prolonged and/or shortened to begin and end on, and conform to, the Grantors' property lines.

THIS EASEMENT IS GRANTED IN CONSIDERATION for the construction of the above described power line for the improvement of real property owned by the Grantors, and for other good and valuable consideration.

Grantors hereby agree that Lehi City shall have the right of ingress to and egress from the property above described for the purpose of constructing, maintaining, and repairing said certain power lines and related facilities, to be located on the above described property.

The easement herein granted by the undersigned is a perpetual easement. Grantors hereby agree not to construct or maintain any building or structure of a permanent nature upon property above described.

DATED this 14 day of JAN, 1999.

Ned G. Fausett
Ned G. Fausett

Linda R. Fausett
Linda R. Fausett

STATE OF UTAH)
) ss.
COUNTY OF Junb)

On the 14th day of JANUARY, A. D. 1999,

personally appeared before me, a Notary Public in and for the State of Utah,

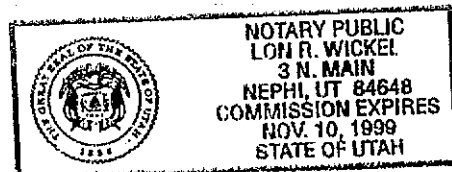
Ned G Fausett And Linda R Fausett

the signers of the above instrument, who duly acknowledged to me that they executed the same.

Lon R Wickel
Notary Public

My commission expires 11-10-99

Residing at Nephi, UT



AGREEMENT

BETWEEN

LEHI CITY AND NED/LINDA FAUSETT

This Agreement is entered into this day of July 1997, by and between Lehi City Corporation (City) and Ned and Linda Fausett (Fausett).

WHEREAS, Fausett owns property along the east and west side of 1350 East extending to Interstate 15 (I-15) in Lehi City, Utah, and;

WHEREAS, City is desirous of extending underground utility infrastructure along the Fausett property as indicated on the attached map;


WHEREAS, Fausett is willing to grant City access to construct and maintain said utility infrastructure;

NOW, THEREFORE, the parties hereto agree as follows:

1. Fausett will grant City a 20' wide perpetual utility easement and an adjoining 10' construction easement across the Fausett property from the end of 1350 East to I-15 along the west of the said property; and a 10' wide perpetual utility easement and an adjoining 10' construction easement across the Fausett property between 1350 East and 1200 East as depicted on the attached map.
2. City will locate an underground power line adjacent to and within 5' of the existing sewer line.
3. City will locate culinary and secondary water lines adjacent to and within 10' of the power line.
4. City will replace any existing soil which is contaminated or removed by construction of the utility lines to its original condition at-time of construction.
5. As consideration for the perpetual and construction utility easements, City will extend a 4" culinary water line and a 8" secondary water line 350' feet from the end of 1350 East through the said Fausett property. City will pay for the cost of materials, labor, and equipment to extend the said water lines.
6. City also agrees to allow Fausett connections to the new power infrastructure in four areas to be determined by both parties at the time of connection and waive the cost to hook-up.

8. Following construction and release of temporary construction easement, all maintenance of ground surface in easement area shall revert to Fausett.

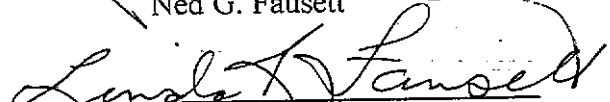
Executed the date first above written.



Mayor William L. Gibbs



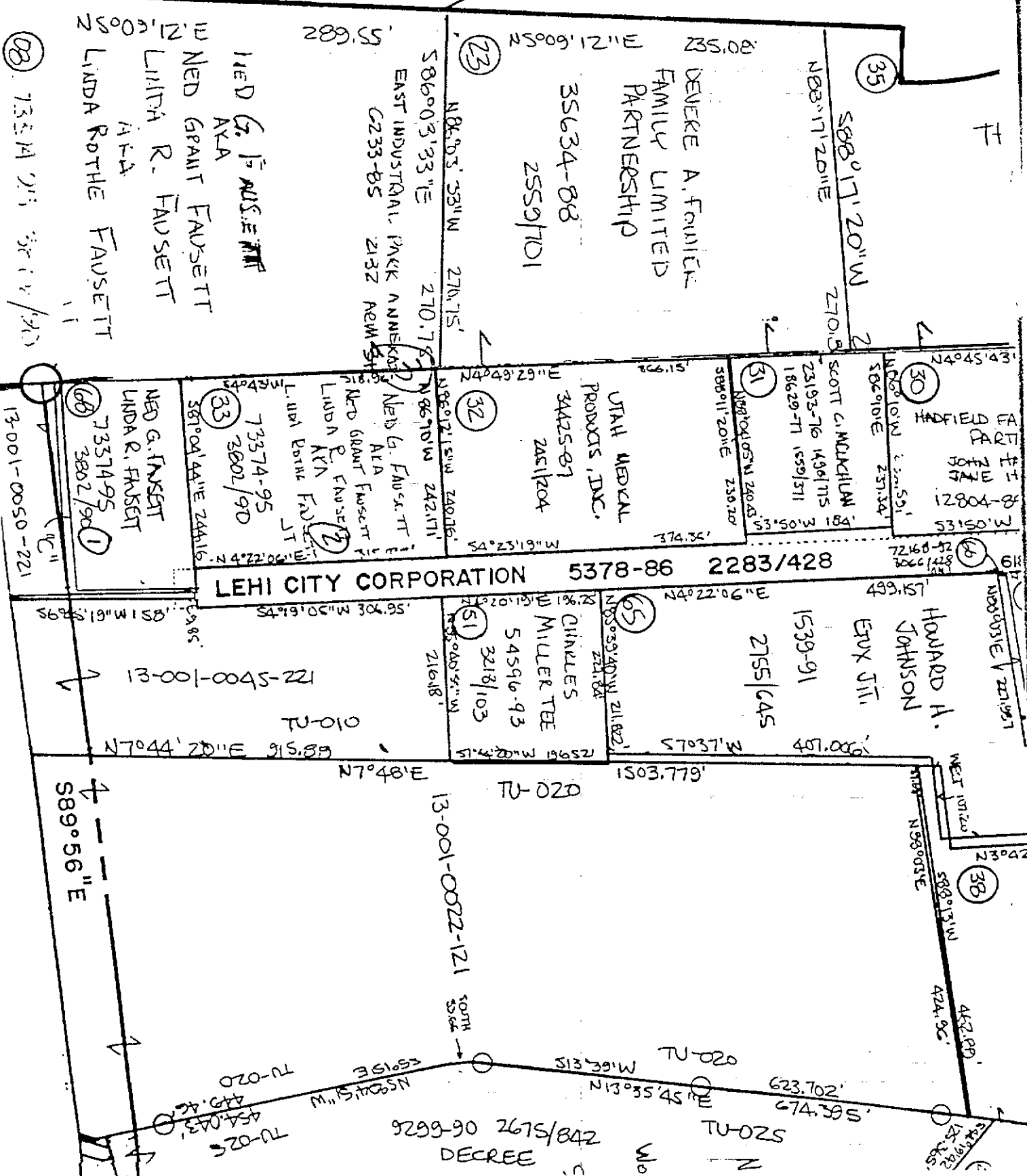
Ned G. Fausett



Linda R. Fausett

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