

EASEMENT

VINEYARD FLAGSHIP 87 LLC, a Utah limited liability company, which is the owner of real property situated and located in Utah County, State of Utah, does, on and expressly subject to the terms, conditions and limitations set forth herein, hereby convey, grant, and release to LEHI CITY, Utah County, State of Utah, a nonexclusive 20 foot wide permanent easement for a culinary water pipeline and related facilities, over, under, and through the following described real property situated in Utah County, State of Utah, and more particularly described as follows (the "Easement Area"):

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. RUNNING THENCE NORTH 00°22'35" EAST 204.96 FEET ALONG THE SECTION LINE AND WEST 234.81 FEET TO THE SOUTH LINE OF DISCOVERY OFFICES CONDOMINIUMS SUBDIVISION AND **TRUE POINT OF BEGINNING**. THENCE ALONG SAID SOUTH LINE THE FOLLOWING TWO (2) CALLS; (1) NORTH 39°41'37" WEST 15.80 FEET; (2) NORTH 16°51'47" WEST 4.59 FEET; THENCE NORTH 61°25'02" EAST 15.52 FEET; THENCE NORTH 05°20'59" EAST 259.58 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 200 SOUTH AND A 100.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE 22.59 FEET ALONG SAID CURVE (CHORD BEARS SOUTH 57°10'45" EAST 22.54 FEET) ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 05°20'59" WEST 259.83 FEET; THENCE SOUTH 61°25'02" WEST 24.06 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.13 ACRES OR 5,594 SQFT MORE OR LESS

VINEYARD HEREBY AGREES that Lehi City shall have the right of ingress to and egress from the Easement Area for the purpose of constructing, maintaining, and repairing said certain culinary water pipeline and related facilities, to be located within the Easement Area. The easement and rights and privileges granted herein are granted on and expressly subject to the following conditions: (1) if all or any portion of the Easement Area or any adjoining property is damaged as a result of Lehi City's exercise of its rights and privileges granted herein, then Lehi City shall correct and repair any damage and restore the Easement Area and all adjoining property to the same condition it was prior thereto, at Lehi City's sole cost and expense, and (2) Lehi City shall indemnify, defend and hold harmless Vineyard and Vineyard's affiliates, managers, members, officers, employees, legal counsel, agents, successors and assigns of any and each of them (each, including Vineyard, an "Indemnified Party"), for, from and against any cost, expense, liability, loss, cause of action or claim which may or might arise or be incurred by an Indemnified Party with respect to the exercise and/or use of the rights and privileges granted herein. Vineyard agrees not to construct or maintain any building, vertical structure or trees of a permanent nature upon the Easement Area; provided, however, that Grantor may, and expressly reserves the right to, install, replace and maintain parking lots, sidewalks, curbing, landscaped areas (exclusive of trees), lighting and utility conduit and lines over, upon, under and within the Easement Area.



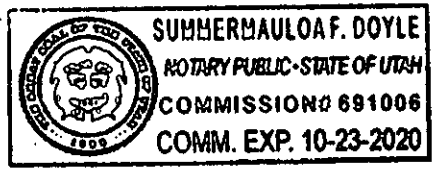
ENT 50113:2017 PG 1 of 2
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 May 25 12:13 pm FEE 0.00 BY DA
RECORDED FOR LEHI CITY CORPORATION

DATED this 18th day of May, 2017.

VINEYARD FLAGSHIP 87 LLC,
A Utah limited liability company

By: [Signature]
Name: Peter Evans
Its: Manager

SUBSCRIBED AND SWORN to before me this 18th day of May, 20 17 the above signed.



[Signature]
Notary Public

My Commission expires on: 10-23-2020