

PRESSURE IRRIGATION, CULINARY WATER AND ACCESS EASEMENT
LEHI MICRON MIDDLE SCHOOL

WE, THE UNDERSIGNED (“Grantor”) owner of the real property situated and located in Utah County, State of Utah, as legally described in the attached Exhibit A (the “Grantor’s Property”), do hereby convey, grant, and release to LEHI CITY, Utah County, State of Utah (the “Grantee”), a perpetual easement and right-of-way for certain Pressure Irrigation Line, Culinary Water Line, Access Easement and related facilities, over, under, and through the following described real property situated in Utah County, State of Utah (the “Easement”), and more particularly described as follows:

SEE ATTACHMENT “B”

THIS EASEMENT IS GRANTED IN CONSIDERATION for the construction of the above described Pressure Irrigation Line, Culinary Water Lines with access. The Grantor’s Property shall be restored in as good condition as when the same was entered upon by the Grantee or its agents. The Easement granted does not include or grant any rights to use any part of Grantor’s Property outside of the Easement for any purpose.

GRANTOR HEREBY AGREES that Lehi City shall have the right of ingress to and egress over the Easement for the purpose of constructing, maintaining, and repairing said certain Pressure Irrigation Lines, Culinary Water Lines and related facilities, to be located on the above-described property. Grantors also agree not to construct or maintain any building, structure, or trees of a permanent nature upon the Easement above described.

GRANTEE shall pay all costs of maintenance and repair of the Easement, and GRANTEE shall maintain and repair the Pressure Irrigation Lines, Culinary Water Lines and related facilities.

GRANTEE agrees to indemnify, defend, and hold Grantor, and its respective successors, assigns, and agents harmless from any and all claims, liabilities, losses, costs, charges, or expenses that relate to the Easement or arise from Grantee’s use of the Easement by its respective successors, assigns, agents, or invitees.

In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action, or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred therein.

This Agreement and Easement shall be recorded in the official records of Utah County, State of Utah, and shall be binding on the heirs, successors, administrators, executors and assigns of all Parties hereto and shall run with the land. This Agreement may not be amended except by an agreement in writing signed by all Parties and recorded in the real property records of Utah County, State of Utah.

[Signature and notary on following page]

DATED this 29 day of September, 2020.

Micron Lehi Development, LLC

By: David F. [Signature]
Manager



SUBSCRIBED AND SWORN to before me this 29 day of September, 2020 the above signed.

Mandy Pugh
Notary Public

My Commission expires on: 06/30/23

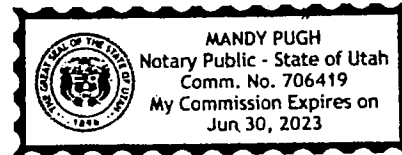


Exhibit A

Legal Description of Grantor's Property

PARCEL 2:

A PARCEL OF LAND LOCATED IN UTAH COUNTY, UTAH, IN THE EAST HALF OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO THE FOLLOWING COURSES AND DISTANCES, TO WIT:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°04'20" EAST ALONG THE SECTION LINE 1330.46 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTH 89°51'27" WEST ALONG A 40-ACRE LINE 1327.56 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29; THENCE NORTH 00°03'14" WEST ALONG A 40-ACRE LINE 1328.63 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29; THENCE NORTH 00°03'14" WEST ALONG A 40-ACRE LINE 1332.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29; THENCE NORTH 89°50'51" EAST ALONG A 40-ACRE LINE 1326.71 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29; THENCE SOUTH 00°04'20" EAST ALONG THE SECTION LINE 229.29 FEET; THENCE SOUTH 64°16'59" WEST 321.91 FEET; THENCE SOUTH 42°13'51" WEST 671.19 FEET; THENCE SOUTH 01°06'24" WEST 464.89 FEET; THENCE SOUTH 89°59'40" EAST 751.51 FEET TO THE POINT OF BEGINNING.

ATTACHMENT "B"

Legal Description of Easement

Lehi Micron Middle School Pressure Irrigation & Culinary Water Easement with Access Easement

A part of the Southeast Quarter of Section 29, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 917.56 feet South 89°57'02" West along the Section line and 1099.42 feet North 0°02'58" West from the Southeast corner of said Section 29; running thence North 61°25'54" West 45.00 feet; thence North 27°13'21" East 75.52 feet; thence North 19°08'00" East 151.87 feet; thence North 10°06'45" East 104.69 feet; thence North 01°03'48" West 260.08 feet; thence North 09°47'40" West 198.07 feet; thence North 00°29'06" West 34.49 feet; thence South 89°30'54" West 427.70 feet to the East line of Canyon Hills PUD, Phase 3 Subdivision; thence North 00°29'06" West 20.00 feet along said East line; thence North 89°30'54" East 472.70 feet; thence South 00°29'06" East 50.83 feet; thence South 09°47'40" East 31.66 feet; thence South 54°47'40" East 33.12 feet; thence South 09°47'40" East 31.60 feet; thence South 35°12'20" West 33.12 feet; thence South 09°47'40" East 87.74 feet; thence South 01°03'48" East 267.92 feet; thence South 10°06'45" West 112.65 feet; thence South 19°08'00" West 158.60 feet; thence South 27°13'21" West 79.75 feet to the POINT OF BEGINNING.