

AGREEMENT FOR TEMPORARY EASEMENT
(Utah County Serial No. 58:005:0076)

THIS AGREEMENT FOR TEMPORARY EASEMENT is made and entered by and between Paul Hardman, an individual, whose address is 3332 North 4200 West Lehi UT 84043, Lehi, Utah, hereinafter referred to as "Grantor" and Lehi City Corporation, a municipal corporation organized under the laws of the State of Utah, whose address is 153 N. 100 E. Lehi, Utah 84043, hereinafter referred to as "Grantee." This Agreement shall be effective as of the date of the last party executes the Agreement below.



WITNESSETH:

WHEREAS, Grantee is desirous to construct and maintain public utilities, including electrical distribution/transmission poles and associated infrastructure, across the Grantors' property upon the terms and conditions set forth in this Agreement for Temporary Easement; and

WHEREAS, Grantor is willing to grant a temporary public utility easement through real property it owns in Lehi City, Utah County, Utah commonly referred to as Utah County Serial No. 58:005:0076 (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. A ten (10) foot wide temporary easement for the construction and maintenance of public utilities including electrical distribution/transmission poles and associated infrastructure over, 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").
2. Grantee, and its agents and employees shall have the right of access to and from said Temporary Easement across the Property at all reasonable times for the installation, maintenance, and repair of the public utilities.
3. Concurrently with the completion of any of its activities on the Property or Temporary Easement, Grantee shall, in a good and workmanlike manner, restore all property (including all surface and other improvements) affected to the same condition as existed prior to the commencement of such activities.
4. The Temporary Easement shall last until such time as the area next to the City's metering yard is developed, at which time the power will be re-routed through that developed area.
5. Grantee shall indemnify, defend and otherwise hold Grantor harmless from and against any claim, including costs, expenses, attorney's fees and costs, which arise from or by reason of the use of the Temporary 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.

6. At all times, all actions of Grantee and any of its agents, servants, contractors or other similarly situated persons, on or about the Temporary Easement or in connection with the Temporary 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.

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

8. At all times, Grantee shall maintain any and all improvements made in connection with the Temporary Easement property 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.

9. Grantee shall use the Temporary Easement property in a manner that is consistent with this Agreement and with Grantor' right to use the Temporary Easement property as contemplated herein.

10. 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 Temporary Easement and that this Temporary Easement will be recorded.

11. 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:

If to Grantee:

Lehi City Power Director
560 W. Glen Carter Dr.
Lehi, Utah 84043

With a copy to:

Lehi City Attorney
153 N. 100 E.
Lehi, Utah 84043

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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).

18. 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.

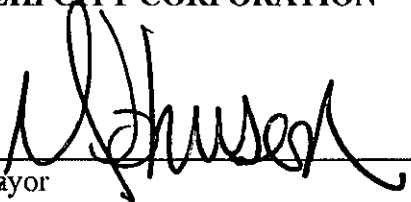
19. Each individual executing this Agreement represents and warrants: (i) that he or she is authorized to do so on behalf of the respective party to this Agreement; (ii) that he or she has full legal power and authority to bind the respective party in accordance with the terms herein and, if necessary,

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.

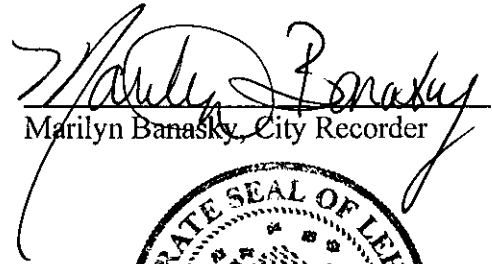
IN WITNESS WHEREOF the authorized representatives of the parties set their hand on the date written below

LEHI CITY CORPORATION

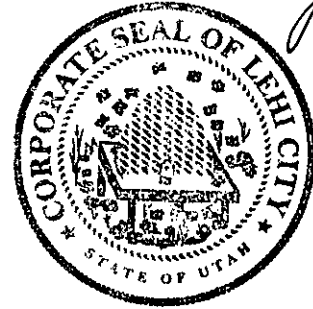
ATTEST:



Mayor



Marilyn Banasky, City Recorder






Paul Hardman

STATE OF UTAH)
 ss:
COUNTY OF UTAH)

On this 25 day of JANUARY, 2018 before me, SONIA C. PEREZ,
a notary public, personally appeared Paul Hardman, proved on the basis of satisfactory evidence to
be the person whose name is subscribed to this instrument, and acknowledged he executed the
same.

Witness my hand and official seal.

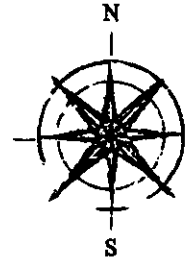


Notary Public



(seal)

EXHIBIT A
MAP SHOWING TEMPORARY EASEMENT



WESTERLY PROPERTIES LLC
58:005:0076

ROCKY MOUNTAIN
POWER
58:550:0001

TURPIN
58:005:0060

LEHI CITY
58:005:0072

HF RANCH LG
58:005:0074



FOCUS
ENGINEERING AND SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 352-4075
www.focusutah.com

10' POWER EASEMENT EXHIBIT LEHI, UTAH

Date Created	11/16/2018
Scale	1"=60'
Drawn	SWL
Job	16-402
Sheet	

Z:\2018\16-002 Hobrook Village Parcel 16-18\design 16-002\fig\exhibits\Hobrook Take-down Exhibit Base.dwg

**LEGAL DESCRIPTIONS
PREPARED FOR
LEHI POWER
LEHI, UTAH
(January 16,2018)**

10' POWER EASEMENT

A 10' power easement across a portion of the SE1/4 of Section 35, Township 4 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the southeast corner of the EAGLE MOUNTAIN SUBSTATION SUBDIVISION, according to the Official Plat thereof on file in the Office of the Utah County Recorder, located S89°57'58"W along the Section line 1,639.67 feet and North 1,328.48 feet from the Southeast Corner of Section 35, T4S, R1W, SLB&M; thence N17°18'46"W along said plat 10.47 feet; thence N89°53'50"E 314.69 feet; thence N00°09'03"E 19.88 feet; thence S89°50'57"E 10.00 feet to the 1/16th (40 acre) line; thence S00°09'03"W along the 1/16th (40 acre) line 29.83 feet to the Southeast Corner of the NW1/4 of the SE1/4 of said Section 35; thence S89°53'50"W along the 1/16th (40 acre) line 321.54 feet to the point of beginning.

Contains: 3,430 square feet+/-