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PW Management, LLC 95 W 100 S STE 340 Logan, UT 84321

APN: 66:529:0101 MNT: 52376

PG 1 of 3 Recorder 2017 Jan 26 09:21 AM FEE 15.00 BY VP RECORDED FOR Metro National Title ELECTRONICALLY RECORDED

AGREEMENT FOR EASEMENT

AGREEMENT made and entered into on this 25th day of January 2017 by and between Towns of Traverse Mountain, LLC, a Utah limited liability company of Logan, Utah, as GRANTOR, and Lehi City, as GRANTEE.

WHEREAS, Grantor is the owner of certain real property located in Utah County, State of Utah that is more particularly described on the Exhibit "A" that is attached hereto and by this reference made a part hereof (hereinafter the "Easement Property").

WHEREAS, Grantee is desirous in obtaining a 20.00 foot wide culinary and secondary water line easement across the Easement Property for the benefit of the Grantee. Grantor is willing to grant such an easement and right of way upon certain terms and conditions.

THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid by one to the other the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements contained herein, Grantor and Grantee hereby agree as follows:

- 1. GRANT OF EASEMENT AND RIGHT OF WAY. The Grantor hereby grants and conveys to the Grantee over and across the Easement Property: (a) 20.00 foot wide culinary and secondary water line easement for the benefit of the Grantee.
- 2. APPURTENANT. It is understood and agreed that the easement and right of way granted herein shall be appurtenant to and shall run with the title to the Grantor's Property.
- 3. INDEMNIFICATION. The Grantor and Grantee agree to protect, indemnify and save harmless the other, their successors and assigns from and against any and all liability, loss, cost, damage, expense and claims of every kind and nature due to injury or death of any person or loss of or damage to any property whatsoever, arising directly or indirectly out of or incident to the use of the Easement Property by the respective parties.
- 4. NO INTERFERENCE. At all times, the Easement Property shall be kept free and open and neither Grantor nor Grantee shall prohibit or attempt to prohibit the use of the Easement Property by the other for the purposes herein described. No improvements, barriers, structures or other obstructions shall be placed, installed, constructed or located on the Easement Property which shall prevent or interfere with either the Grantor's or the Grantee's use of the Easement Property.

5. SUCCESSORS AND ASSIGNS. The easement and right of way created hereby and the terms hereof shall inure to the benefit of and shall be binding upon the Grantor and the Grantee and their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, the Grantor has executed this Agreement in Salt Lake City, Utah on the day and year first written above.

GRANTOR: Towns of Traverse Mountain, LLC, a Utah limited liability company

By: PW Management, LLC, a Utah limited liability company

Its: Manager

By: // Outurn
Paul Willie, Manager of PW Management, LLC

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

On the 25th day of January 2017, personally appeared before me Paul Willie a signer of the foregoing instrument, who duly acknowledged to me that he executed the same in his capacity as the Manager of PW Management, LLC a Utah limited liability company on behalf of said company by authority of its Articles or Organization and/or Operating Agreement and said Paul Willie acknowledged to me that said limited liability company executed same.

otary Public

Notary Public

ERICH L. TELFORD

Commission #962566
My Commission Expires

April 3, 2019

State of Utah

LEGAL DESCRIPTIONS PREPARED FOR SEASONS TOWNS "A" LEHI, UTAH

(December 14, 2016)

CULINARY AND SECONDARY WATER EASEMENTS

20.00 foot wide culinary and secondary water line easements across a portion Lot 101, Plat "A", SEASONS TOWNS Subdivision, located in the SE1/4 of Section 30, Township 4 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the easterly line of Lot 101, Plat "A", SEASONS TOWNS Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder, located N0°17'58"W along the Section line 1,411.73 feet and West 405.63 feet from the Southeast Corner of Section 30, T4S, R1E, S.L.B.& M.; thence S89°58'26"W 68.49 feet; thence N2°22'31"W 20.02 feet; thence N89°58'26"E 69.17 feet to said easterly line of Lot 101; thence along said easterly line the following 2 (two) courses and distances: Southeasterly along the arc of a 390.00 foot radius non-tangent curve to the right (radius bears: S88°37'19"W) 8.18 feet through a central angle of 1°12'07" (chord: S0°46'38"E 8.18 feet); thence S0°10'34"E 11.82 feet to the point of beginning.

Contains: 1,377+/- s.f.

ALSO,

Beginning at a point on the easterly line of Lot 101, Plat "A", SEASONS TOWNS Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder, located N0°17'58"W along the Section line 1,766.27 feet and West 423.85 feet from the Southeast Corner of Section 30, T4S, R1E, S.L.B.& M.; thence N75°12'51"W 131.84 feet; thence S70°26'25"W 206.07 feet; thence N19°33'35"W 20.00 feet; thence N70°26'25"E 212.25 feet; thence S75°12'51"E 138.08 feet to said easterly line of Lot 101; thence Southwesterly along the arc of a 460.00 foot radius non-tangent curve to the left (radius bears: S73°48'35"E) 20.00 feet through a central angle of 2°29'29" (chord: S14°56'40"W 20.00 feet to the point of beginning.

Contains: 6,881+/- s.f.