



WHEN RECORDED RETURN TO:

ENT 85221:2015 PG 1 of 7
JEFFERY SMITH
UTAH COUNTY RECORDER
2015 Sep 17 2:09 pm FEE 22.00 BY SW
RECORDED FOR GREAT BASIN ENGINEERING

**AMENDED AND RESTATED
GRANT OF EASEMENT
(Irrigation)**

Seaboard Development, LLC, a Utah Limited Liability Company, hereinafter referred to as **"Seaboard"**, as Grantor, is the owner of the fee simple interest in and to real property located in **Utah County, State of Utah**.

Lehi City, a Municipal Corporation, hereinafter referred to as **"City"**, is desirous of obtaining a perpetual, non-exclusive easement over and across a portion of the real property owned by the Grantor. The real property is more particularly described on Exhibit "A" and by reference is made a part herewith.

"Seaboard" previously executed that certain Grant of Easement (Irrigation) on May 2, 2014 and recorded at Entry No. 30458:2014, Utah County Recorder (the **"Prior Easement"**).

The **"Prior Easement"** was inadvertently recorded without the signature of **"City"**, and **"Seaboard"** and **"City"** now desire to enter into this Amended and Restated Grant of Easement in order to amend and restate the Prior Easement in its entirety in accordance with the terms and conditions of this Amended and Restated Grant of Easement.

"Seaboard" and **"City"** agree that the Prior Easement is hereby amended, restated and superseded in its entirety by this Amended and Restated Grant of Easement.

"Seaboard" and **"City"** are in agreement with the necessity of, and the value of entering into an agreement for the purposes stated herein. This Amended and Restated Grant of Easement entered into to state, stipulate and identify the terms and conditions of the Easement Grant and to provide constructive notice to any concerned party of the agreement.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, **"Seaboard"** as Grantor does hereby grant, convey and warrant to **"City"** as Grantee the following:

1. A perpetual and non-exclusive Easement, twenty feet, (20), in width, which is described on Exhibit "A" and which is also known and described as the Easement Estate.
2. Area located within the Easement Estate is for the purposes of the installation, construction, operation, maintenance and repair of an irrigation line and/or equipment located within the Easement Estate.
3. The right to excavate and use the underground portion of the Easement Estate for the delivery and transport of irrigation water through the lines and equipment installed in the Easement Estate.
4. The right of ingress and egress, to perform the functions described herein, is limited to be over and across the real property described in Exhibit "A" being the area effected by the Easement Estate.
5. Grantee is granted a temporary right of ingress and egress, over and across, the real property owned by the Grantor outside of the Easement Estate only upon the following:

- a. In the event of a natural disaster which would require the immediate access to the Easement Estate and which would require the attention of the Grantee, Emergency Personnel and their equipment, to repair, replace or divert the irrigation water in the system, which repair, replacement or diversion of the irrigation water would mitigate damage to the Easement Estate, the lines and equipment in the Easement Estate and which would mitigate damage to abutting real property and improvements situated thereon.
- b. In the event that the actions of the Grantee, its employees, or others, whether the act be an accident or by design which would require the immediate access to the Easement Estate and which would require the attention of the Grantee, Emergency Personnel and their equipment, to repair, replace or divert the irrigation water in the system, which repair, replacement or diversion of the irrigation water would mitigate damage to the Easement Estate, the lines and equipment in the Easement Estate and which would mitigate damage to abutting real property and improvements situated thereon.
- c. In the event that ingress and egress to the Easement Estate is required over and across other abutting real property owned by the Grantor, for the purposes stated herein, it is understood and agreed that the Grantee will be responsible for and shall be obligated to pay for any damage to the real property and improvements situated on the real property outside of the Easement Estate that may be damaged as a result of acts attributable to the Grantee, its employees or agents, whether such acts may be accidental or by design, unless the need to enter upon the property owned by Grantor outside of the Easement Estate was caused by an act attributable to the Grantor, in which case the Grantor shall be responsible for any such damage, as well as any damage and costs of repair caused to the Grantee's pressurized or unpressurized irrigation lines, equipment, facilities or systems.
- d. Grantor agrees not to construct or maintain any building, structure, or trees upon the Easement Estate. Nothing herein prohibits the Grantor from building or constructing, or permitting to be built or constructed, curbs and gutters, sidewalks, pavement, landscaping, or other improvements over and across the Easement Estate that do not unreasonably interfere with the irrigation water system; provided, however, the Grantor shall be responsible to repair, at its expense, any damage its improvements cause to the irrigation system.

This rights of the Grantee as granted in the Easement Estate, stipulated to herein, are subject to and predicated upon the following terms, conditions and stipulations:

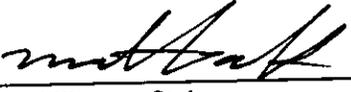
1. The Easement Estate will be used solely for the purposes stated herein.
2. The right of way will not be blocked in any manner, by either Grantor or Grantee, which would impede or prohibit the use of the Easement Estate as granted herein.
3. Except for damage caused by an act attributable to Grantor, its employees or agents, any damage done to the real property described in either Exhibit "A" or the real property owned by the Grantor which Exhibit "A" is a part, as a result of Grantee's use of the Easement Estate will be the obligation of the Grantee, its successors and assigns to pay to restore the property to the state it was in prior to the use of the Easement Estate.
4. Grantee understands, stipulates and acknowledges that the grant of the Easement Estate is not to be considered a Lease with Option to Purchase or an Equitable Interest in and to the real property described on Exhibit "A".
5. Except for damage caused by an act attributable to Grantor, its employees or agents, Grantee agrees, at its sole cost and expense, to maintain its pressured or unpressurized irrigation lines, equipment, facilities or other systems located within the Easement Estate.

This grant shall inure to the benefit of the Grantor, the Grantee, their successors, transferees, assigns or heirs of the same. In the event that any term, condition or stipulation made herein, should be in valid or in conflict with the laws of the State of Utah, that term, condition or stipulation shall be removed. All other terms, conditions and stipulations shall survive.

In the event of any default, of any term, condition or stipulation of this grant, by either the Grantor or the Grantee, the offended party shall be entitled to reimbursement of any and all fees, costs or expenses, including but not limited to attorneys, expended in order to perfect or enforce this agreement.

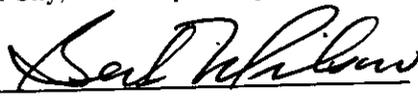
Dated: May 8 , 2015

Seaboard Development, LLC, a Utah
Limited Liability Company

By: 
Name: William A. Stokes
Its: Vice President
Grantor

The terms, conditions and stipulations stated herein have been reviewed by the undersigned and as evidenced by the signature below are accepted and approved.

Lehi City, a Municipal Corporation

By: 
Name: _____
Its: _____
Grantee

State of Tennessee
County of Williamson

On this the 1th day of May 2015, personally appeared before me, William A. Stokes in the capacity of Vice President for and in behalf of **Seaboard Development, LLC, a Utah Limited Liability Company**, the signer of the above document who duly acknowledged to me that the document was executed by the same in the capacity stated and in accordance with the operating agreement of said limited liability company.

Cindy J Ellis
Notary Public
My Commission expires
9-22-16



State of Utah
County of Utah

On this the 26 day of ~~May~~ ^{August} 2015, personally appeared before me, Bert Wilson in the capacity of Mayor for and in behalf of **Lehi City, a Municipal Corporation**, the signer of the above document who duly acknowledged to me that the document was executed by the same in the capacity stated and in accordance with a resolution passed.

Teisha M Wilson
Notary Public



EXHIBIT "A"
DESCRIPTION OF THE EASEMENT ESTATE

14236151.1

February 21, 2014
Revised March 21, 2014

Irrigation Easement

A part of the Southwest Quarter of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Lehi City, Utah County, Utah:

Beginning at a point which is 1126.18 feet South 0°01'34" East along the Section line and 2004.72 feet North 89°58'26" East from the West Quarter corner of said Section 31, and running thence due East 91.32 feet; thence South 48°42'42" East 286.59 feet; thence North 88°28'02" East 637.38 feet; thence North 88°55'18" East 373.04 feet; thence South 1°04'42" East 20.01 feet; thence South 88°59'38" West 673.12 feet; thence South 0°24'22" East 3.22 feet; thence South 88°28'02" West 344.93 feet; thence North 48°42'42" West 286.90 feet; thence due West 83.78 feet; thence North 0°00'43" West 20.00 feet to the point of beginning.

Contains 27,136 sq.ft. – 0.623 acres

