

WHEN RECORDED RETURN TO:



ENT 85223:2015 PG 1 of 7
JEFFERY SMITH
UTAH COUNTY RECORDER
2015 Sep 17 2:12 PM FEE 23.00 BY SW
RECORDED FOR GREAT BASIN ENGINEERING

**AMENDED AND RESTATED
GRANT OF EASEMENT
(Culinary and Pressure 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 Grantors. 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 (Culinary and Pressure Irrigation) on May 2, 2014 and recorded at Entry No. 30456:2014, Utah County Recorder (the **“Prior Easement”**).

The **“Prior Easement”** (a) was inadvertently recorded without the signature of **“City”**, and (b) contained an incorrect legal description and depiction of the Easement Estate granted therein, and now, in order to correct such errors, **“Seaboard”** and **“City”** 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“Seaboard” and **“City”** agree that the Prior Easement is hereby amended, restated and superseded in its entirety by this Amended and Restated Grant of Easement.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 culinary water lines and equipment and pressurized irrigation lines and 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 culinary and 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 culinary water and/or irrigation water in the system, which repair, replacement or diversion of the culinary water and/or 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 culinary water and/or 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 culinary water lines, pressurized 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 culinary water, or pressurized irrigation system; provided, however, the Grantor shall be responsible to repair, at its expense, any damage its improvements cause to the culinary water, or pressurized irrigation systems.

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 culinary water lines, pressurized irrigation lines, equipment, facilities and 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.

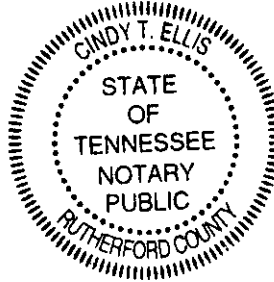
Lehi City, a Municipal Corporation

By: 
Name: Bert Wilson
Its: Mayor
Grantee

State of Tennessee
County of Williamson

On this the 11th 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
8-22-16



State of Utah
County of Utah

On this the 26 day of ^{August} ~~May~~ 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

[See attached]

14680672.2

20' wide Culinary Water and Pressure 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 on the Easterly line of Triumph Boulevard, being 778.46 feet North 0°01'07" West along the Section line, 1336.74 feet East, 1246.50 feet South 48°38'40" East along the Southwesterly line of a railroad, and 192.35 feet South 2°29'09" East along the Easterly line of said Triumph Boulevard from the West Quarter corner of said Section 31, and running thence North 87°30'32" East 96.64 feet; thence South 02°29'28" East 54.54 feet to the point of a non-tangent curve, of which the radius point lies South 87°34'39" West; thence Southerly along the arc of a 981.26 feet radius curve to the right a distance of 202.55 feet (Delta Angle equals 11°49'37" and Long Chord bears South 03°29'28" West 202.19 feet); thence South 67°41'00" East 230.44 feet; thence North 22°19'00" East 53.15 feet; thence South 67°41'00" East 138.36 feet; thence South 22°41'00" East 75.16 feet; thence South 67°41'00" East 180.34 feet; thence South 29°02'30" East 250.91 feet; thence South 22°35'47" West 390.99 feet; thence South 88°28'02" West 81.28 feet; thence North 67°41'00" West 216.16 feet; thence South 22°19'00" West 19.00 feet; thence North 67°41'00" West 20.00 feet; thence North 22°19'00" East 19.00 feet; thence North 67°41'00" West 251.19 feet; thence South 22°08'55" West 295.50 feet; thence South 00°45'45" East 478.90 feet; thence South 46°12'51" West 70.62 feet to the point of a non-tangent curve being on the Easterly Right of way line of Digital Drive, of which the radius point lies North 46°24'17" East; thence Northwesterly along the arc of a 22,868.77 feet radius curve to the right a distance of 20.00 feet (Delta Angle equals 00°03'00" and Long Chord bears North 43°34'12" West 20.00 feet) along said Easterly right of way line; thence North 46°12'51" East 61.85 feet; thence North 00°45'45" West 474.26 feet; thence North 22°08'55" East 299.16 feet; thence continue Northerly along said line, a distance of 121.04 feet; thence North 67°51'05" West 223.73 feet; thence North 67°40'31" West 103.66 feet to the point of a non-tangent curve being on the Southerly right of way line of Triumph Boulevard, of which the radius point lies North 51°08'24" West; thence Northeasterly along the arc of a 345.27 feet radius curve to the left a distance of 20.69 feet (Delta Angle equals 03°26'01" and Long Chord bears North 37°08'36" East 20.69 feet) along said Southerly right of way line; thence South 67°41'00" East 90.84 feet; thence North 22°19'00" East 424.59 feet to the point of a non-tangent curve, of which the radius point lies North 79°53'31" West; thence Northerly along the arc of a 961.26 feet radius curve to the left a distance of 210.21 feet (Delta Angle equals 12°31'46" and Long Chord bears North 03°50'36" East 209.79 feet); thence North 02°29'28" West 34.53 feet; thence South 87°30'32" West 76.64 feet to said Easterly right of way line of Triumph Boulevard; thence North 02°29'09" West 20.00 feet along said Easterly right of way line to the Point of Beginning.

Less and Excepting:

Beginning at a point 778.46 feet North 0°01'07" West along the Section line, 1336.74 feet East, 1246.50 feet South 48°38'40" East along the Southwesterly line of a railroad, 434.86 feet South 2°29'09" East along the Easterly line of said Triumph Boulevard and 77.10 South 67°41'00" East from the West Quarter corner of said Section 31, and running thence South 67°41'00" East 113.08 feet; thence South 22°19'00" West 15.19 feet; thence South 67°41'00" East 20.00 feet; thence North 22°19'00" East 15.19 feet; thence South 67°41'00" East 79.92 feet; thence South 22°19'00" West 67.72 feet; thence South 67°41'00" East 20.00 feet; thence South 22°19'00" West 51.96 feet; thence South 67°41'00" East 40.26 feet; thence North

22°19'00" East 20.00 feet; thence North 67°41'00" West 22.03 feet; thence North 22°19'00" East 152.82 feet; thence South 67°41'00" East 106.21 feet; thence South 22°41'00" East 78.61 feet; thence South 22°19'00" West 18.04 feet; thence South 67°41'00" East 20.00 feet; thence North 22°19'00" East 20.49 feet; thence South 67°41'00" East 159.17 feet; thence South 29°02'30" East 127.24 feet; thence South 60°57'30" West 16.37 feet; thence South 29°02'30" East 20.00 feet; thence North 60°57'30" East 16.37 feet; thence South 29°02'30" East 86.98 feet; thence South 22°35'47" West 225.15 feet; thence North 67°24'13" West 14.50 feet; thence South 22°35'47" West 20.00 feet; thence South 67°24'13" East 14.50 feet; thence South 22°35'47" West 123.21 feet; thence South 88°28'02" West 64.10 feet; thence North 67°41'00" West 483.18 feet; thence North 22°08'55" East 83.63 feet; thence South 67°51'05" East 7.74 feet; thence North 22°08'55" East 20.00 feet; thence North 67°51'05" West 10.00 feet; thence North 22°08'55" East 17.03 feet; thence North 67°51'05" West 48.84 feet; thence North 22°19'00" East 17.89 feet; thence North 67°41'00" West 3.00 feet; thence North 22°19'00" East 18.90 feet; thence North 67°41'00" West 17.00 feet; thence South 22°19'00" West 36.85 feet; thence North 67°51'05" West 160.10 feet; thence North 22°19'00" East 124.92 feet; thence South 67°41'00" East 26.00 feet; thence North 22°19'00" East 20.00 feet; thence North 67°41'00" West 26.00 feet; thence North 22°19'00" East 275.64 feet to the Point of Beginning.

Contains: 85,785 sq.ft. more or less.