

WHEN RECORDED MAIL TO:

Gilson Engineering, Inc.
12401 S. 450 E. #C2
Draper, Utah 84020

ENT 74956; 2008 PG 1 of 2
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2008 Jun 30 2:50 pm FEE 0.00 BY CS
RECORDED FOR SARATOGA SPRINGS CITY

DRAINAGE CHANNEL, PONDS AND ACCESS EASEMENT

Located in the Northeast Quarter of Section 24, Township 6 South, Range 1 West, Salt Lake Base & Meridian, Utah County, Utah

For the sum of Ten Dollar (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTORS hereby grant, convey, sell, and set over unto the City of Saratoga Springs, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace pipelines, a drainage channel, storm ponds, and other transmission structures and facilities, hereinafter called the FACILITIES, including access to said facilities, said right-of-way and easement, being situated in Utah County, State of Utah, over and through a parcel of the GRANTORS' land and being more particularly described as follows:

Being more particularly described as follows: Beginning at the Northeast corner of said section 24, Also being the Northeast corner of grantors property and running thence south 00°14'50" west 39.58 feet along the quarter section line and east line of grantors property, Thence north 89°45'55" west 169.92 feet to a point of curvature of a 537.00 foot radius curve to the left; Thence continuing Southwesterly 327.27 feet along the arc of said curve through a central angle of 34°55'05"; Thence south 55°19'01" west 286.92 feet to a point of curvature of a 569.00 foot radius curve to the right; Thence continuing Southwesterly 346.81 feet along the arc of said curve through a central angle of 34°55'19"; Thence north 89°45'40" west 329.16 feet more or less to the west line of grantors property; Thence north 00°19'59" west 401.10 feet along the west line of grantors property to the northwest corner of grantors property; Thence south 89°50'27" east 1371.45 feet along the grantors north line to the point of beginning.

Contains 332,524 sq ft. 7.63 acres more or less

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, GRANTEE and its contractors may use such portion of GRANTORS' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible.

GRANTORS shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of water through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTORS shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this right-of-way and easement nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon, and made to the benefit of, the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this 12 day of May, 2008

County Parcel No.
59:021:0006

Acres
Contains 7.63 acres
(332,524 sq. ft.)

GRANTOR(S)
COON, LA MAR & SHIRLEY E TEE

By: [Signature], Trustee

By: [Signature], Trustee

STATE OF UTAH)

COUNTY OF UTAH)

On the 12 day of MAY, 2008, personally appeared before me NATE SMITH for and in behalf of LA MAR & SHIRLEY COO who being by me duly sworn, did say that (s)he is the signor(s) of the foregoing instrument, and that the (s)he executed the same.

My Commission Expires: OCT 12 2009

[Signature]
Notary Public

Residing in: SALT LAKE CITY

