

**WHEN RECORDED MAIL TO:**

Edge Homes Utah, LLC  
13702 South 200 West Suite B12  
Draper, UT 84020

**PARCEL I.D. #'s: 50:034:0754, 58:034.0755**

**GRANTORS: EDGE HOMES UTAH, LLC**

**10' PUBLIC UTILITY AND ACCESS EASEMENT**

Located in a portion of the Southwest ¼ of Section 21, Township 5 South, Range 1 West, Salt Lake Base and Meridian.

For the Sum of Ten Dollars (\$10,00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTORS hereby grants to Rocky Mountain Power, an unincorporated division of PacifiCorp, successor in interest to Utah Power & Light Company, Dominion Energy Utah, Comcast of California/Massachusetts/Michigan/Utah, LLC, and CenturyLink, hereinafter collectively referred to as GRANTEES, its successors and assigns, a perpetual right-of-way and public utility easement in accordance with Utah Code section 54-3-27 to construct, maintain, operate, repair, inspect, protect, install, remove and replace public utilities connected therewith and related thereto, hereinafter called the FACILITIES, said right-of-way and easement being situated in Utah County, State of Utah, over and through a parcel of GRANTORS' land being more particularly described in Exhibit A and depicted in Exhibit B.

TO HAVE AND HOLD the same unto GRANTEES, its successors and assigns, with the right of ingress and egress in GRANTEES, 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, GRANTEES 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. GRANTEES or the contractor

performing the work shall restore all property through which the work traverses to as near its original condition as is reasonably possible including, but not limited to, grass, flowers, shrubs, trees, fences, sprinkler systems, parking areas, walkways, asphalt, concrete, and any other improvements located on the easement property or adjacent property of GRANTORS.

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 GRANTEES, provided, such use shall not interfere with the FACILITIES or with the discharge and conveyance of storm drain through the FACILITIES, or any other rights granted to GRANTEES hereunder.

GRANTEES shall, and do hereby, indemnify, defend and hold harmless GRANTORS, its affiliates, and the managers, members, officers, employees, legal counsel, agents, successors and assigns of any and each of them (each, including GRANTORS, an "Indemnified Party"), for, from and against any cost, expense, liability, loss, cause of action or claim which may or might arise or be incurred with respect to the exercise and/or use of the rights and privileges granted in this right-of-way and easement by GRANTEES or any other person or entity (a "Loss"). Should any Indemnified Party incur any Loss, the amount thereof, including costs, expenses, and reasonable attorneys' fees, including any fees from the appeal on any judicial action, shall be immediately payable on demand with interest at the most recently applicable statutory rate of interest in the State of Utah. Notwithstanding any provision herein to the contrary, GRANTORS shall not be required to indemnify any Indemnified Party for any liability or defense of any claim arising out of or resulting from the gross negligence or willful misconduct of such Indemnified Party.

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 and shall not change the contour thereof without the written consent of GRANTEES. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of GRANTORS and the successors and assigns of GRANTEES, and may be assigned in whole or in part by GRANTEES.

*[Signature Page Follows]*

IN WITNESS WHEREOF, GRANTORS has executed this right-of-way and easement this 19 day of March, 2020.

GRANTORS

EDGE HOMES UTAH, LLC  
a Utah limited liability company

By: Steve Maddox

Name: Steve Maddox  
Title: Manager

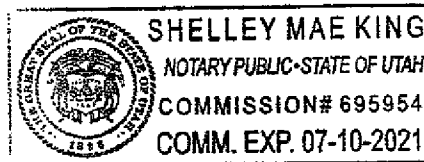
STATE OF UTAH )  
 ) ss  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 19 day of March, 2020, by Steve Maddox, Manager of Edge Homes Utah, LLC, a Utah limited liability company.

Shelley King  
NOTARY PUBLIC  
Residing at: Utah County

My commission expires:

7-10-2021





ENGINEERS  
SURVEYORS  
PLANNERS

LEGAL DESCRIPTIONS  
PREPARED FOR  
EDGE HOMES (MT. SARATOGA)  
Job No. 14-1664  
(March 10, 2020)

**QUAILHILL AT MT. SARATOGA PLAT MSB 3 PUBLIC UTILITY EASEMENTS**

**EASEMENT "A" EAST SIDE OF ROAD**

A PORTION OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN SARATOGA SPRINGS, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°17'59"E ALONG THE SECTION LINE 1685.39 FEET AND WEST 468.42 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE N64°50'27"W 10.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 1376.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S64°50'27"E 65.23 FEET THROUGH A CENTRAL ANGLE OF 2°42'58" (CHORD: N26°31'02"E 65.22 FEET); THENCE ALONG THE ARC OF A 2039.50 FOOT RADIUS CURVE TO THE LEFT 470.41 FEET THROUGH A CENTRAL ANGLE OF 13°12'55" (CHORD: N21°16'04"E 469.37 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 18.41 FEET THROUGH A CENTRAL ANGLE OF 70°19'53" (CHORD: N49°49'33"E 17.28 FEET); THENCE SOUTHWESTERLY ALONG THE ARC OF A 2049.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N75°44'05"W 486.84 FEET THROUGH A CENTRAL ANGLE OF 13°36'36" (CHORD: S21°04'13"W 485.70 FEET); THENCE ALONG THE ARC OF A 1366.00 FOOT RADIUS CURVE TO THE LEFT 64.76 FEET THROUGH A CENTRAL ANGLE OF 2°42'58" (CHORD: S26°31'02"W 64.75 FEET) TO THE POINT OF BEGINNING.

CONTAINS: ±0.13 ACRES

**EASEMENT "B" - WEST SIDE OF ROAD**

A PORTION OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN SARATOGA SPRINGS, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°17'59"E ALONG THE SECTION LINE 2121.64 FEET AND WEST 384.91 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE N76°16'38"W 10.02 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 1946.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N72°44'23"W 100.65 FEET THROUGH A CENTRAL ANGLE OF 2°57'45" (CHORD: N15°46'45"E 100.64 FEET); THENCE SOUTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S33°58'38"W 18.52 FEET THROUGH A CENTRAL ANGLE OF 70°44'14" (CHORD: S20°39'15"E 17.37 FEET); THENCE ALONG THE ARC OF A 1956.50 FOOT RADIUS CURVE TO THE RIGHT 86.31 FEET THROUGH A CENTRAL ANGLE OF 2°31'40" (CHORD: S15°58'42"W 86.31 FEET) TO THE POINT OF BEGINNING.

CONTAINS: ±0.02 ACRES

**EASEMENT "C" - WEST SIDE OF ROAD**

A PORTION OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN SARATOGA SPRINGS, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°17'59"E ALONG THE SECTION LINE 2269.36 FEET AND WEST 356.35 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE NORTHEASTERLY ALONG THE ARC OF A 1946.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N77°10'14"W 120.16 FEET THROUGH A CENTRAL ANGLE OF 3°32'13" (CHORD: N11°03'39"E 120.14 FEET); THENCE S80°42'27"E 10.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1956.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N80°42'27"W 106.54 FEET THROUGH A CENTRAL ANGLE OF 3°07'12" (CHORD: S10°51'09"W 106.53 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 18.52 FEET THROUGH A CENTRAL ANGLE OF 70°44'14" (CHORD: S47°46'52"W 17.37 FEET) TO THE POINT OF BEGINNING.

CONTAINS: ±0.03 ACRES

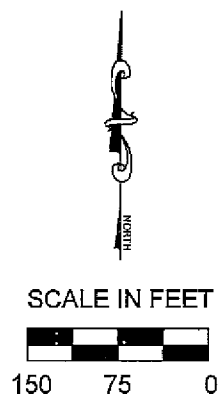
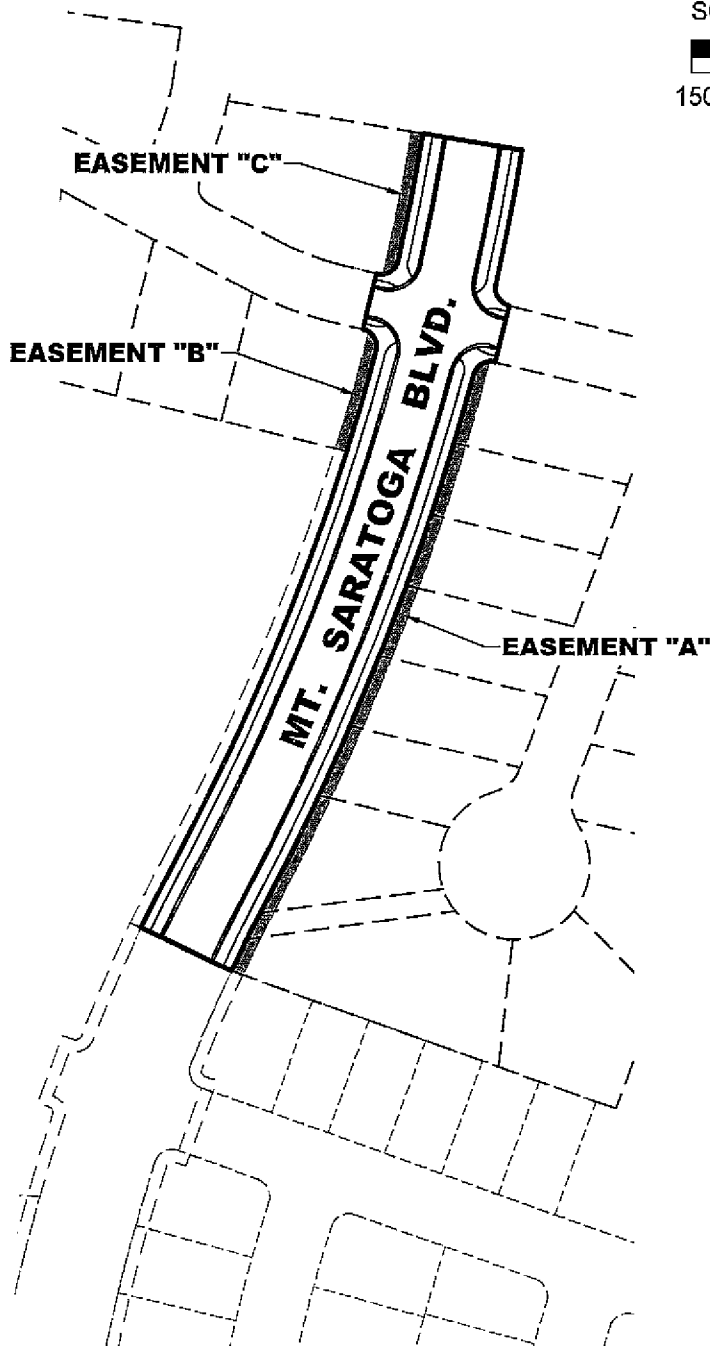
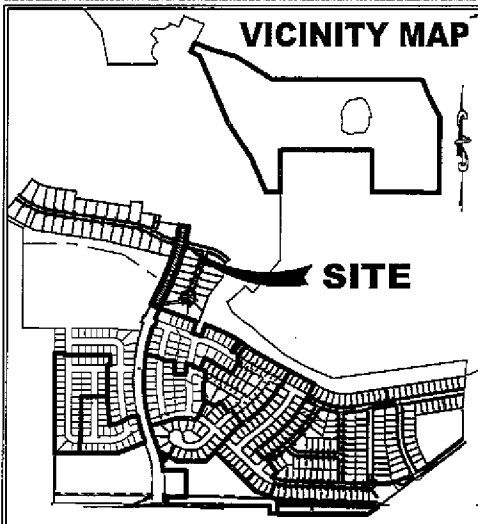
- Civil Engineering
- Structural Engineering
- Surveying
- Land Planning
- Landscape Architecture

www.lei-eng.com

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Salt Lake Office: 14441 South 980 West • Bluffdale, UT 84065  
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☎ 801.495.2844 ☎ 801.495.2847  
☎ 208.846.9600

U:\LAND DESKTOP PROJECTS\2014-1664 MT SARATOGA\DWG\MSB 3 PUE EASEMENT EXHIBIT.DWG 3/10/2020 4:46 PM



SHEET

7

LEI PROJECT #  
2014-1664

DRAWN BY:  
TJP/BAP

SCALE:  
1" = 150' (8.5x11)

DATE:  
3/10/2020

## QUAILHILL at Mt. Saratoga

SARATOGA SPRINGS, UTAH

MSB 3 P.U.E EASEMENT EXHIBIT



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PLANNERS

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