

WHEN RECORDED MAIL TO:

SCP Fox Hollow, LLC
500 N Market Place Dr, Suite 250
Centerville, UT 84014
Attn.: Chad Bessinger



ENT 46495:2014 PG 1 of 3
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Jul 08 12:09 pm FEE 16.00 BY EO
RECORDED FOR SCP FOX HOLLOW

PARCEL I.D.#'s 59-012-0104, 54-207-0002, 54-241-0001
GRANTORS: Cardinal Land Holdings IV LLC, Saratoga Springs City

PUBLIC UTILITY EASEMENT

Located in the Southeast Quarter of Section 12, Township 6 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey.

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 right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace public utilities, and other transmission structures and facilities, hereinafter called the 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:

BEGINNING at a point that is S89°45'13"E 642.63 feet and North 856.79 feet from the south ¼ corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, thence N 39°00'34" E 94.00 feet to a point on a non-tangent 953.00' radius curve to the left, thence along arc of said curve 64.56 feet through a delta of 3°52'53" (chord bears S 52°56'07" E 64.55 feet) to a point on a 1,797.00' radius curve to the right, thence along arc of said curve 88.24 through a delta of 2°48'49" (chord bears S 53°28'09" E 88.24 feet) to a point on a 5.00' radius curve to the left, thence along arc of said curve 7.71 feet through a delta of 88°18'52" (chord bears N 83°46'51" E 6.97 feet), thence N 40°15'39" E 11.11 feet, thence S 49°44'21" E 85.99 feet, thence S 40°15'39" W 9.89 feet to a point on a 5.00' radius curve to the left, thence along arc of said curve 7.73 feet through a delta of 88°37'58" (chord bears S 04°41'34" E 6.99 feet) to a point on a 1,797.00' radius curve to the right, thence along arc of said curve 827.82 feet through a delta of 26°23'39" (chord bears S 35°48'43" E 820.51 feet) to a point on a 5.00' radius curve to the left, thence along arc of said curve 7.21 feet through a delta of 82°39'39" (chord bears S 63°56'43" E 6.60 feet), thence N 64°11'11" E 8.17 feet, thence S 25°48'49" E 86.79 feet, thence S 64°11'11" W 11.83 feet to a point on a 5.00' radius curve to the left, thence along arc of said curve 8.49 feet through a delta of 97°17'15" (chord bears S 26°04'50" W 7.51 feet), thence S 22°33'48" E 50.48 feet to a point on a 953.00' radius curve to the left, thence along arc of said curve 532.56 feet through a delta of 32°01'06" (chord bears S 38°34'21" E 525.66 feet), thence S 35°30'30" W 10.00 feet to a point on a 963.00' radius curve to the right, thence along arc of said curve 398.24 feet through a delta of 23°41'39" (chord bears N 42°44'01" W 395.41 feet), thence S 59°06'48" W 74.00 feet to a point on a 1,037.00' radius curve to the 33.03 feet through a delta

of 1°49'29" (chord bears S 31°47'56" E 33.02 feet), thence S 57°59'13" W 10.00 feet to a non-tangent 1,047.00' radius curve to the right, thence along arc of said curve 185.32 feet through a delta of 10°08'29" (chord bears N 27°38'02" W 185.08 feet), thence N 22°33'48" W 145.64 feet to a point on a 1,703.00' radius curve to the left, thence along arc of said curve 960.42 feet through a delta of 32°18'45" (chord bears N 38°43'11" W 947.75 feet) to a point on a 1,047.00' radius curve to the right, thence along arc of said curve 70.93 feet through a delta of 3°52'54" (chord bears N 52°56'06" W 70.92 feet) to the point of beginning. Easement contains 3.06 ac

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 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 inure 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.

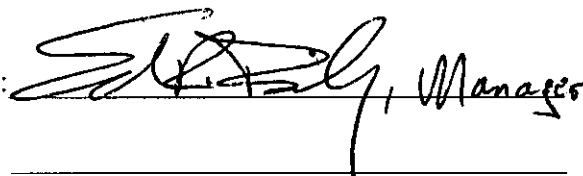
The easement and rights granted hereunder shall terminate upon the completion of the FACILITIES, or the filing of the subdivision plat for Fox Hollow Neighborhood 4 with the Utah County Recorder, whichever comes first

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this 17 day of June, 2014

County Parcel No.

Acreage
Contains: 3.06 acres

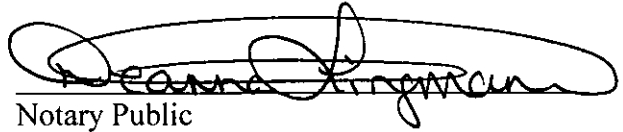
GRANTOR(S)

By:  _____
Manager

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 19th day of June, 2014, personally appeared before me Edward Bailey, for and in behalf of CLH IV, LLC, who being by me duly sworn, did say that (s)he is the signer(s) of the foregoing instrument, and that the (s)he executed the same.

My Commission Expires: March 7, 2017


Notary Public

Residing In: Salt Lake County



STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the ____ day of _____, 20____, personally appeared before me _____, for and in behalf of _____, who being by me duly sworn, did say that (s)he is the signer(s) of the foregoing instrument, and that the (s)he executed the same.

My Commission Expires: _____

Notary Public

Residing In: _____