

After recording, return to:

Cindy LoPiccolo
Saratoga Springs City Recorder
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045



ENT 67172:2019 PG 1 of 5
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Jul 19 10:03 am FEE 0.00 BY SS
RECORDED FOR SARATOGA SPRINGS CITY

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

Utah County ("herein after the GRANTORS) for and in valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to the City of Saratoga Springs ("herein after the GRANTEES), their successors, assigns, lessees, licensees and agents, a temporary construction and grading easement to construct, grade, improve, reconstruct, and inspect earthwork and terrain modifications as shown on Exhibit A (incorporated by reference and "herein after the WORK) as GRANTEES may require upon, over, and across a parcel of GRANTOR'S land situated in the County of Utah, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

BEGINNING AT A POINT 0.53 FEET SOUTH AND 329.84 FEET WEST OF SOUTH QUARTER CORNER SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°49'13" WEST 123.59 FEET, THENCE NORTH 35°47'15" EAST 436.10 FEET, THENCE NORTH 37°02'50" EAST 146.50 FEET, THENCE NORTH 47°46'35" EAST 146.53 FEET, THENCE SOUTH 00°07'06" EAST 134.79 FEET, THENCE SOUTH 47°46'25" WEST 46.77 FEET, THENCE SOUTH 37°02'55" WEST 136.00 FEET, THENCE SOUTH 35°47'00" WEST 362.42 FEET TO THE POINT OF BEGINNING.

Area = 1.462 Acres, more or less.

To have and hold the same unto the GRANTEES, its successors and assigns with the right of ingress and egress to the GRANTEE'S, its officers, employees, agents, and assigns to enter upon the above described property with such equipment as is necessary to perform grading, sloping, contouring, prove, reconstruct, and inspect the WORK. GRANTEES shall restore all property, through which the work traverses, to its original condition or better. GRANTORS reserve the right to occupy, use, and cultivate said easement for all purposes not inconsistent with the rights herein granted. Unless otherwise specifically agreed to by Licensor and Licensee, the License granted by this Agreement shall terminate upon the GRANTEE'S completion of the WORK.

The rights, conditions, and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.



