

ENT 9889:2017 PG 1 of 3 JEFFERY SMITH UTAH COUNTY RECORDER 2017 Jan 31 11:55 am FEE 14.00 BY SW RECORDED FOR SPENCER, CHAD

When recorded return to:

City of Saratoga Springs 1307 North Commerce Drive, Suite 200 Saratoga Springs, Utah 84045

GRANTOR:

Cardinal Land Holdings IV, LLC 999 Murray Holladay Rd, Suite 101 Salt Lake City, Utah 84117

GRANT OF PUBLIC USE AND ACCESS EASEMENT

Located in Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, as more particularly described in Exhibit A ("Easement Property");

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 Grantor does hereby grant, convey, and set over to The City of Saratoga Springs, a political subdivision of the State of Utah ("Grantee"), a non-exclusive, perpetual public use and access easement for the purposes of perpetual public access and use of trails located on Grantor's land ("Easement"), except that the Villages at Saratoga Springs Homeowners Association ("HOA"), in accordance with The Villages at Saratoga Springs Second Master Development Agreement, recorded as Entry # 59718:2013 on June 20, 2013, in the Utah County Recorder's Office, shall be responsible for the perpetual maintenance, repair, and replacement of said trails, which land is more particularly described in Exhibit A.

Grantor or the HOA may use the Easement Property for any purposes not inconsistent with the use of the Easement Property as a perpetual public trail for the use, benefit, and enjoyment of members of the public. Grantor and HOA shall have all the benefits and protections of Utah Code § 57-14-101 et seq., "Limitations on Landowner Liability," as amended or revised, and this Easement shall not be interpreted in any manner to reduce the protections and limitations of liability provided to Grantor or HOA thereunder.

Grantor or HOA shall not build or construct, or permit to be built or constructed, any building or improvement inconsistent with the purposes of the Easement Property as a landscaped public trail corridor without the written consent of Grantee. This Easement shall be binding upon, and inure to the benefit of, the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

IN WITNESS WHEREOF, Grantor has executed this Easement this 27day of January, 2017.

Cardinal Land Holdings IV, LLC

a Delaware Limited Liability Company

ENT

Name: Ed Bailey

Its: Manager

STATE OF 1)tch

: ss.

COUNTY OF Salt Cle)

On this Z7 day of Zancar, 2016 personally appeared before me Advanced Pool of personally known to me to be an Authorized Agent of Cardinal Land Holdings IV, LLC, a Delaware limited liability company, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for Cardinal Land Holdings IV, LLC, a Delaware limited liability company, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

NOTARY PUBLIC

My Commission Expires: W

March 7, 2017

401-

Notary Public
DEANNA LINGMANN
Commission #662617

Commission #662617 My Commission Expires March 7, 2017 State of Utah

Residing in:

Sultlake County, Wich

EXHIBIT A

EASEMENT DESCRIPTION (Legal Description)

BEGINNING AT A POINT LOCATED S89°45'13"E ALONG THE SECTION LINE 260.50 FEET AND NORTH 531.42 FEET FROM THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 03° 07' 22", HAVING A RADIUS OF 2649.77 FEET, AND WHOSE LONG CHORD BEARS N 31° 13' 30" W FOR A DISTANCE OF 144.40 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE.

THENCE, N 34° 16' 05" W FOR A DISTANCE OF 231.65 FEET TO A POINT ON A LINE.

THENCE, N 35° 52' 31" W FOR A DISTANCE OF 504.87 FEET TO A POINT ON A LINE.

THENCE, N 35° 52' 31" W FOR A DISTANCE OF 100.49 FEET TO A POINT ON A LINE.

THENCE, S 89° 57' 55" E FOR A DISTANCE OF 37.04 FEET TO A POINT ON A LINE.

THENCE, S 35° 52' 31" E FOR A DISTANCE OF 77.62 FEET TO A POINT ON A LINE.

THENCE, S 35° 52' 31" E FOR A DISTANCE OF 1.15 FEET TO A POINT ON A LINE.

THENCE, S 35° 52' 31" E FOR A DISTANCE OF 75.91 FEET TO A POINT ON A LINE.

THENCE, S 35° 52' 31" E FOR A DISTANCE OF 31.71 FEET TO A POINT ON A LINE.

THENCE, S 35° 52' 31" E FOR A DISTANCE OF 389.88 FEET TO A POINT ON A LINE.

THENCE, S 35° 52' 31" E FOR A DISTANCE OF 7.37 FEET TO THE BEGINNING OF A CURVE,

SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 01° 36' 26", HAVING A RADIUS OF 30.00

FEET, AND WHOSE LONG CHORD BEARS S 35° 04' 18" E FOR A DISTANCE OF 0.84 FEET.

THENCE, S 34° 16' 05" E FOR A DISTANCE OF 231.65 FEET TO THE BEGINNING OF A CURVE,

SAID CURVE TURNING TO THE RIGHT THROUGH 01° 28' 54", HAVING A RADIUS OF 30.00 FEET, AND WHOSE LONG CHORD BEARS S 33° 31' 38" E FOR A DISTANCE OF 0.78 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE.

SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 02° 52' 24", HAVING A RADIUS OF 2679.77 FEET, AND WHOSE LONG CHORD BEARS S 31° 20' 58" E FOR A DISTANCE OF 134.38 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE.

THENCE, S 59° 35' 37" W FOR A DISTANCE OF 1.99 FEET TO A POINT ON A LINE.

THENCE S 37° 45' 20" W A DISTANCE OF 30.30 FEET TO THE POINT OF BEGINNING

CONTAINS: ±28980 SQ FT