


WHEN RECORDED MAIL TO:
City of Saratoga Springs
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045



ENT 122782:2019 PG 1 of 6
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Nov 21 3:12 pm FEE 0.00 BY NA
RECORDED FOR SARATOGA SPRINGS CITY

Parcel ID No.: _____

TEMPORARY ACCESS EASEMENT AGREEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, D.R. HORTON, INC., a Delaware corporation (hereinafter referred to as “GRANTOR”) hereby grants and conveys to the CITY OF SARATOGA SPRINGS, a body politic of the State of Utah (hereinafter referred to as “GRANTEE”), its successors and assigns, a temporary and non-exclusive access easement for ingress and egress (the “EASEMENT”) upon and within the EASEMENT AREA described below for the purpose of operating, maintaining, repairing, inspecting, protecting, removing and replacing from time to time underground utility improvements owned by GRANTEE, after construction by GRANTOR or its successors and assigns, which are located within the EASEMENT AREA and which underground utility improvements and appurtenant above-ground utility improvements exist for the purpose of providing culinary water service, secondary/pressurized irrigation water service, sanitary sewer service and storm drain service, which utility improvements may consist of pipelines, ponds, pumping stations, and related infrastructure required per the City’s adopted development standards (hereinafter referred to as the “FACILITIES”), provided however, that such rights of ingress and egress access pertaining to the EASEMENT AREA shall be limited to the right of GRANTOR to enter upon the EASEMENT AREA from points of ingress and egress access located on adjoining parcels of real property that are contiguous to the EASEMENT AREA and which points of ingress and egress access shall be limited to public roads identified in approved plans whether dedicated or not, public utility easements, open spaces, HOA common areas, or established construction access routes located on any such adjoining parcels of real property.

The “EASEMENT AREA” consists of that certain real property owned by GRANTOR within Utah County, State of Utah, which is more particularly described as follows:

See Exhibit A, attached hereto and incorporated by reference

GRANTEE and GRANTEE’S officers, employees, agents, contractors, subcontractors, guests and invitees shall have the right of ingress and egress to enter upon the EASEMENT AREA with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove, and replace from time to time the FACILITIES.

GRANTEE shall repair timely any damage to the EASEMENT AREA or to GRANTOR'S adjoining property caused by GRANTEE, its officers, employees, agents, contractors, subcontractors, guests and invitees in the installation, maintenance, operation, repair, inspection, protection, removal or replacement of the FACILITIES.

After construction by GRANTOR, acceptance in writing by GRANTEE, and the conclusion of the 1-year warranty period required by GRANTEE's adopted development standards, GRANTEE shall be solely liable for the condition, maintenance, repair, and replacement of the FACILITIES. GRANTEE, at its sole expense, shall comply with all applicable governmental codes, laws, orders, ordinances, regulations, and statutes relating to the maintenance, operation, repair, inspection, protection, removal, or replacement of the FACILITIES or use of the EASEMENT AREA and the FACILITIES.

GRANTEE shall be responsible for all loss, damage, claims, penalties, liability, suits, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by GRANTOR arising out of or related to the exercise by GRANTEE of its rights and obligations under this Temporary Access Easement Agreement, including without limitation the maintenance, operation, repair, inspection, protection, removal or replacement of the FACILITIES and the use of the EASEMENT AREA by GRANTEE'S officers, employees, agents, contractors, subcontractors, guests and invitees.

GRANTOR reserves for itself, its successors and assigns, and their agents, contractors, subcontractors, employees, guests, and invitees, all rights in the EASEMENT AREA to the extent such rights do not interfere with the ingress and egress access rights granted to GRANTEE hereunder, except that GRANTOR shall not grant any utility easements in areas required to be exclusive utility easements of GRANTEE per GRANTEE'S adopted development standards such as future roadways, rights-of-way, and parks and open spaces of GRANTEE.

GRANTOR hereby expressly declares and GRANTEE hereby expressly acknowledges and agrees that the EASEMENT granted to GRANTEE by GRANTOR pursuant to this Temporary Access Easement Agreement shall be of a temporary duration, and immediately upon the recording in the Office of the Recorder of Utah County, Utah of a Northshore subdivision plat pertaining to any portion of the EASEMENT AREA, the EASEMENT and all rights granted to GRANTEE and its successors and assigns pursuant to this Temporary Access Easement Agreement shall automatically and immediately be terminated, released and extinguished with respect to such portion of the EASEMENT AREA that is the subject of any such recorded Northshore subdivision plat provided that the Northshore subdivision plat grants equivalent perpetual rights to GRANTEE to operate, maintain, repair, inspect, protect, remove, and replace the FACILITIES. If requested by GRANTOR or GRANTOR'S successors and assigns, GRANTEE and GRANTEE'S successors and assigns shall execute, acknowledge and cause to be recorded in the Office of the Recorder of Utah County, Utah such documents as may be requested by GRANTOR and its successors and assigns in order to evidence the termination, release and extinguishment of the EASEMENT created pursuant to this Temporary Access Easement Agreement with respect to any such portion of the EASEMENT AREA upon the recording of any such Northshore subdivision plat.

This Temporary Access Easement Agreement shall be binding upon and shall 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 and GRANTEE have caused this Temporary Access Easement Agreement to be executed by persons duly authorized to execute the same this _____ day of November, 2019.

GRANTOR:

D.R. HORTON, INC.,
a Delaware corporation

By: [Signature]
Name: Adam R. Loser
Title: VICE PRESIDENT

GRANTEE:

CITY OF SARATOGA SPRINGS

By: [Signature]
Name: MARK CHRISTENSEN
Title: CITY MANAGER

STATE OF UTAH)
)
COUNTY OF Salt Lake) : ss.

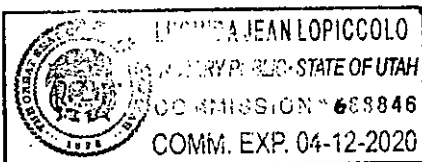
The foregoing instrument was acknowledged before me this 14 day of November, 2019 by Adam R. Loser, in such person's capacity as the Vice President of D.R. Horton, Inc., a Delaware corporation.



[Signature]
NOTARY PUBLIC

STATE OF UTAH)
)
COUNTY OF UTAH) : ss.

The foregoing instrument was acknowledged before me this 18 day of November, 2019 by November, 2019, in such person's capacity as the CITY MANAGER of the City of Saratoga Springs.



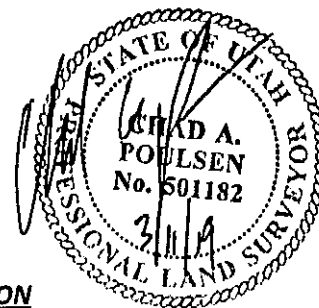
[Signature]
NOTARY PUBLIC



ENGINEERS
SURVEYORS
PLANNERS

EXHIBIT A

LEGAL DESCRIPTION
PREPARED FOR
DR HORTON
Job No. 17-0110
(March 11, 2019)



NORTHSHORE-OVERALL PROJECT LEGAL DESCRIPTION

A portion of the Southeast Quarter and Northeast Quarter of Section 24, Township 5 South, Range 1 West, and the Southwest Quarter and Northwest Quarter of Section 19, Township 5 South, Range 1 East, Salt Lake Base and Meridian, located in Saratoga Springs, Utah.

Beginning at a point located N0°10'34"W along the Section Line 8.48 feet and West 103.61 feet from the Southeast Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence West 174.94 feet to the intersection with the southerly line of that real property described in Deed Entry No. 96711:2016; thence along said real property the following fourteen (14) courses: N80°44'22"E 36.65 feet; thence N69°06'55"E 103.01 feet; thence N29°48'55"W 20.26 feet; thence S68°18'12"W 92.75 feet; thence S80°44'22"W 60.37 feet; thence S85°38'36"W 67.83 feet; thence S88°49'39"W 16.19 feet; thence S89°34'52"W 277.93 feet; thence S89°57'27"W 163.58 feet; thence S89°26'51"W 162.70 feet; thence N88°57'40"W 175.05 feet; thence S88°19'44"W 25.94 feet (the previous nine courses follow along an existing fence line); thence S4°09'58"E 0.75 feet; thence S67°24'21"W 5.64 feet; thence West 0.72 feet to the southerly extension of an existing fence line; thence N0°07'30"W along said fence line 3.73 feet; thence S83°10'42"W 17.24 feet along the extension of and the north line of that real property described in Deed Entry No. 167823:2006; thence continuing along said north line S89°49'09"W 580.79 feet to an existing fence line; thence S0°05'00"E along said fence line 1.61 feet to the north line of that real property described in Deed Entry No. 167823:2006 in the official records of Utah County; thence along said north line the following six (6) courses: N89°46'30"W 44.62 feet; thence N89°43'48"W 256.26 feet; thence S89°41'22"W 239.13 feet; thence S89°56'36"W 278.42 feet; thence N89°32'36"W 44.87 feet; thence West 0.86 feet; thence N0°07'43"W along the Quarter Section Line and an existing fence line 1005.01 feet; thence N89°45'14"E 668.11 feet; thence N0°14'29"W 798.08 feet; thence N89°30'02"E 2.23 feet; thence North 113.07 feet; thence S89°45'46"W 153.72 feet; thence N0°14'14"W 713.17 feet to an existing fence line; thence N89°43'24"E along said fence line 814.05 feet to a fence corner in the west line of that real property described in Deed Entry No. 117221:2013; thence along said real property the following two (2) courses: N0°16'25"W 0.80 feet; thence N0°03'11"E 186.55 feet to the south line of that real property described in Deed Entry No. 11728:2013; thence along said real property the following two (2) courses: West 1.10 feet; thence N0°04'00"W 463.54 feet; thence N0°08'11"W along an existing fence line 1495.70 feet to a fence corner and the north line of that real property described in Deed Entry No. 85173:2018; thence along said real property and an existing fence line the following three (3) courses: S89°25'33"E 863.78 feet; thence S2°20'27"W 248.43 feet; thence S89°28'33"E 715.17 feet; thence S0°40'27"W 387.31 feet; thence S89°34'33"E 7.43 feet; thence S0°45'27"W 446.88 feet; thence N89°57'00"E 7.43 feet; thence South 58.55 feet to the south line of that real property described in Deed Entry No. 85173:2018; thence N89°40'00"W along said real property 8.41 feet; thence South 658.08 feet; thence West 9.17 feet to the northeast corner of that real property described in Deed Entry No. 117221:2013; thence S0°31'08"W along said real property 634.91 feet to an existing fence; thence along an existing fence line the following eight (8) courses: N89°25'18"W 680.77 feet; thence S1°26'00"W 326.59 feet; thence S2°10'00"E 15.56 feet; thence S89°08'00"E 218.29 feet; thence S89°52'00"E 103.93 feet; thence N89°51'00"E 193.61 feet; thence N87°40'00"E 59.82 feet; thence N88°40'00"E 110.27 feet to a rebar and cap (Wilson) marking the northeast corner of that real property described in Deed Entry No. 36827:1992, also being at a fence corner; thence S0°37'00"W along the westerly

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

right-of-way line of Saratoga Road 638.64 feet to the north line of that real property described in Deed Entry No. 125178:2009; thence along said real property the following three (3) courses: N89°46'12"W 659.09 feet; thence S0°03'24"E 42.81 feet; thence S0°49'21"E 117.33 feet; thence S89°10'39"W 200.00 feet; thence S0°49'21"E 200.00 feet; thence N89°10'39"E 200.00 feet; thence N0°49'21"W 11.02 feet; thence S89°46'11"E 656.09 feet; thence South 692.23 feet to the southeasterly right-of-way line of Saratoga Road; thence along said right-of-way along the arc of a 619.50 foot radius non-tangent curve to the right (radius bears: N67°57'34"W) 454.77 feet through a central angle of 42°03'36" (chord: S43°04'14"W 444.62 feet) to the point of beginning.

Contains: ±210.94 Acres

LESS AND EXCEPTING THEREFROM THE FOLLOW DESCRIBED PARCEL OWNED BY SARATOGA SPRINGS CITY:

Beginning at a point located 1,104.90 feet West and 2,264.96 feet South, from the Northeast Corner of Section 24, Township 5 South, Range 1 West, SLB&M to the POINT OF BEGINNING running: thence West a distance of 200.00 feet; thence South a distance of 200.00 feet; thence East a distance of 200.00 feet; thence North a distance of 200.00 feet to said POINT OF BEGINNING.

Net Area of Project Contains: ±210.02 Acres

