

When Recorded Return to:
City of Saratoga Springs
1307 North Commerce Drive, Suite 200
Saratoga Springs, Utah 84043

ENT 69799:2005 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 Jun 29 10:18 am FEE 0.00 BY SB
RECORDED FOR SARATOGA SPRINGS CITY

TRANSMISSION AND ACCESS EASEMENT

Located in Section 19, Township 5 South, Range 1 East and in Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey,

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Saratoga Quarter Horses, LLC ("GRANTOR") hereby grants, conveys, sell, and sets over unto the City of Saratoga Springs, a body politic of the State of Utah, ("GRANTEE") an easement on and over the land more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Easement Property") through and across a portion of Grantor's real property located in Utah County, State of Utah to construct and install a Water Line from a water well commonly referred to as Well No. 6 and for the operation, maintenance, repair and replacement of said Water Line.

Together with a perpetual right-of-way and easement over and through the Easement Property to access City Water Well No. 6.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as Well #6 shall be owned and or operated by GRANTEE with the right of ingress and egress and with the right to install and operate the water line on said land. GRANTEE, its officers, employees, representatives, agents, and assigns may enter upon the above described property with such equipment as is necessary to maintain, operate, repair, inspect, protect, remove and replace the water line and Well No. 6. GRANTEE shall close and lock the access gate on 9550 West 7750 North Lehi, Utah , when it uses the above right-of-way and easement.

GRANTEE shall maintain said water line in a good state of repair so that no damage will result to the Easement Property and the property of GRANTOR. GRANTEE shall repair and replace all vegetation and any other improvements located adjacent to the Easement Property that may be damaged in the prosecution of any work by GRANTEE, its agents, employees or contractors and shall otherwise restore the surface of the adjacent property to the same or substantially the same conditions that it was in prior to such work and leave easement property and the adjacent property of GRANTOR in a clean condition free of litter and debris.

GRANTEE hereby indemnifies, holds harmless and agrees to defend GRANTOR from and against any and all liens, encumbrances, costs, demands, claims, or judgments caused by or arising out of the use of the Easement Property and/or the Water Line by GRANTEE, its agents, servants, employees, or contractors and the work performed on the Easement Property by GRANTEE, its agents, servants, employees or contractors.

GRANTOR 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 GRANTOR and the successors and assigns of GRANTEE. GRANTOR retains the right to use the Easement Property for any purpose not inconsistent with the purpose for which this Grant of Water Line Easement is granted to GRANTEE.

IN WITNESS WHEREOF, GRANTOR has executed this right-of-way and easement this 19th day of April, 2005.

| <u>County Parcel No.</u> | <u>Acreage</u> |
|--------------------------|----------------|
| 130290038 | 0.109 |
| 580390018 | 0.622 |
| 580360023 | 0.276 |

SARATOGA QUARTER HORSES, LC

By: Scott McLachlan
Scott McLachlan
Its manager

State of Utah)
 :SS
County of Utah)

The foregoing instrument was acknowledged before me this 19th day of April, 2005, by Scott McLachlan, as manager of Saratoga Quarter Horses, LLC.

My commission expires: 12/12/05
Jo Ann B. Nicholes
Notary Public

Residing at: Am. Fork, UT 84003

2005135

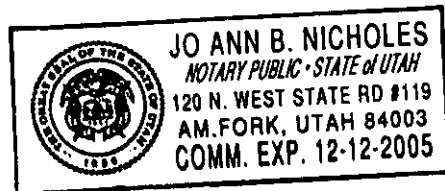


Exhibit A

Easement Property

A strip of land 20 feet wide, 10 feet on each side of the following described Center Line:

Beginning at a point located 245.88 feet East and 1,628.50 feet South, from the Northwest Corner of Section 19, Township 5 South, Range 1 East SLB&M to the POINT OF BEGINNING running:

Thence West a distance of 1,540.34 feet:

Thence South a distance of 654.46 feet:

To a point located 1293.64 feet West and 2,282.96 feet South, from the Northeast corner of Section 24, Township 5 South, Range 1 West SLB&M.