

WHEN RECORDED RETURN TO:
Saratoga City Corporation
Attn: Ken Leetham
1307 North Commerce Drive, Suite 200
Saratoga Springs, Utah 84043

ENT 46620:2007 PG 1 of 4
RANDALL A. COVINGTON,
UTAH COUNTY RECORDER
2007 Mar 30 3:05 pm FEE 17.00 BY CM
RECORDED FOR BYBEE, RYAN

SEWER LINE AND STORM DRAIN LINE EASEMENT

FOR TEN DOLLARS (\$10.00) AND other valuable consideration, KORBY M. SIGGARD and CHERYLIN A. SIGGARD, as Co-Trustees of The Korby M. and Cheryl A. Siggard Family Trust (collectively "Grantor"), hereby grants, conveys, sells and sets over unto the City of Saratoga Springs, a Utah municipal corporation ("Grantee"), its successors and assigns a perpetual and permanent right of way and easement over and across Grantor's land which easement shall be more particularly described in Exhibit "A" attached hereto and made a part of this easement. The easement herein is granted for the purpose of allowing the City and/or its employees, contractors, agents and assigns to construct, install, operate, repair, replace and maintain a sewer line, manholes, laterals and storm water drainage collection and transmission structures and facilities (the "Line Easement") over the following described property in Utah County, State of Utah (the "Line Easement Property"):

See Exhibit "A" for Legal Description and Exhibit "B" for a Depiction

The Line Easement also grants and conveys to Grantee, its officers, employees, agents, invitees, successors and assigns the right to enter upon the Line Easement Property together with any vehicles, machinery, equipment and supplies necessary for the purpose of constructing, installing, operating, repairing, replacing and maintaining the sewer line and storm drain line, over, across, through, and under the Property, together with the rights of ingress and egress. Upon completion of any construction or repair to the Line Easement by Grantee, Grantee and its agents and contractors shall restore the surface of the any property of Grantor disturbed by said construction and repair to as near its previous condition as reasonably possible.

Grantor shall have the right to use the property covered by the easement, provided that such use shall not interfere with the Grantee's use of the easement for the purposes herein granted. Grantor shall not build or construct or permit to be built or constructed on, over or across said easement any building or other improvements or change the contour of said property without the written consent of Grantee.

The Line Easement and the Access Easement shall run with the Line Easement Property and be binding upon and inure to the benefit of the heirs, assigns, successors and personal representatives of the Grantor and Grantee.

A 40.00 foot wide permanent easement located in the Northwest Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah lying 35.00 feet westerly and 5.00 feet easterly of the west line of the Utah Lake Distributing Canal, as described in that certain Notice of Interest in Canal Property Easement recorded as Entry No. 129142:2002 in the office of the Utah Country Recorder, said west line being described as follows:

BEGINNING at a point on the north line of the Grantor's property, said point being North 89°55'02" East 1,870.39 feet along the north line of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, South 00°04'58" East 2,266.45 feet and North 89°55'02" East 783.80 feet from the Northwest Corner of said Section 11, and thence South 36°33'02" West 64.55 feet; thence South 39°10'02" West 261.73 feet; thence South 29°47'30" West 295.97 feet; thence South 41°00'17" West 231.49 feet; thence South 33°00'57" West 187.54 feet to the westerly line of said property and the terminus of the herein described easement. Said easement encompasses 30,482 square feet or 0.70 acres, more or less.

Siggard
2/21/07

