



ENT 42961:2019 PG 1 of 4  
 JEFFERY SMITH  
 UTAH COUNTY RECORDER  
 2019 May 15 10:57 am FEE 0.00 BY NA  
 RECORDED FOR SARATOGA SPRINGS CITY

After recording, return to:

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

**TEMPORARY CONSTRUCTION AND GRADING EASEMENT**

D.R. HORTON, INC., a Delaware corporation (“GRANTOR”) for good and valuable consideration, the receipt whereof is hereby acknowledged, hereby grants and conveys to the City of Saratoga Springs, its successors, assigns, lessees, licensees and agents (together, “GRANTEE”), a temporary construction and grading easement (the “EASEMENT”) on, over, across, and under the following described property, which property is further depicted on Exhibit A, attached hereto and incorporated herein (the “EASEMENT AREA”):

**BEGINNING AT A POINT 1,041.38 FEET NORTH AND 1461.76 FEET EAST OF THE SOUTH QUARTER CORNER SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH, A DISTANCE OF 100.00 FEET; THENCE S.89°47'04"E., A DISTANCE OF 740.35 FEET; THENCE S.00°48'49"E., A DISTANCE OF 100.01 FEET; THENCE N.89°48'36"W., A DISTANCE OF 144.04 FEET; THENCE N.00°00'27"E., A DISTANCE OF 68.90 FEET; THENCE WEST, A DISTANCE OF 200.00 FEET; THENCE SOUTH, A DISTANCE OF 68.22 FEET; THENCE N.89°45'50"W., A DISTANCE OF 397.73 FEET TO THE POINT OF BEGINNING.**

**Area = 1.388 Acres, more or less.**

GRANTEE’S use of the EASEMENT AREA shall be for the sole purpose of installing a gravity sewer outfall in the EASEMENT AREA and engaging in all construction activities commonly incidental thereto such as grading, contouring, installation, and inspections (collectively, the “WORK”). Neither GRANTEE nor GRANTEE’s contractors or subcontractors shall be permitted to store overnight within the EASEMENT AREA any machinery or equipment, even if such machinery or equipment are commonly associated with or used in performing the WORK. However, GRANTEE and its contractors and subcontractors shall be permitted to store within the EASEMENT AREA excavated dirt, sewer pipelines and other non-hazardous construction materials that may be used by GRANTEE and its contractors and subcontractors in the performance of the WORK. The foregoing notwithstanding, GRANTEE shall not engage in any WORK, or otherwise disturb, cross-over, access, or interfere with those portions of the EASEMENT AREA identified on Exhibit A, as Areas 10 and 11, where monitoring is underway for possible wetland mitigation.

The term (the “TERM”) of the EASEMENT and the rights granted hereunder shall commence upon the date that this Temporary Construction and Grading Easement (this “EASEMENT AGREEMENT”) is recorded in the Office of the Recorder of Utah County,

Utah (the "EFFECTIVE DATE") and shall automatically expire on the earlier of: (a) the completion of the WORK, or (b) eighteen months after the EFFECTIVE DATE.

GRANTEE, at GRANTEE's sole cost and expense: (a) shall promptly repair all damage to the EASEMENT AREA arising in connection with GRANTEE'S use of the EASEMENT AREA and the performance of the WORK, and (b) shall restore the EASEMENT AREA to the same or better condition as that which existed on the EFFECTIVE DATE.

GRANTEE shall bear all costs associated with its exercise of GRANTEE's rights and obligations under this EASEMENT AGREEMENT, and GRANTEE shall promptly pay when due all costs and charges associated with its performance of the WORK. GRANTEE shall not allow any mechanics' or materialmen's liens to be recorded against the EASEMENT AREA or the property of which it is a part. In the event any such liens shall be filed against GRANTOR'S property, GRANTEE shall cause the same to be paid, discharged, released and satisfied and/or bonded of record within a commercially reasonable time.

GRANTEE shall be responsible for any damage or injury to any person or personal or real property of any person arising from the use of EASEMENT AREA or the performance of the WORK; provided, however, that GRANTEE shall have no responsibility or liability for actions of GRANTOR or its agents, employees, contractors or invitees and/or for any pre-existing adverse condition or defect on or affecting the EASEMENT AREA as long as such condition or defect has not been negligently exacerbated as a result of GRANTEE's access to or use of the EASEMENT AREA pursuant to this EASEMENT AGREEMENT.

GRANTEE shall, at its own cost and expense, obtain all permits and governmental approvals necessary for GRANTEE to engage in the WORK. GRANTEE shall, at its own expense, comply with all laws, ordinances, rules and regulations applicable to the WORK.

GRANTOR reserves all rights of use and occupancy in the EASEMENT AREA not inconsistent with the WORK.

The rights, conditions, and provisions of this EASEMENT AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

Signed and delivered this 7 day of May, A.D., 2019.

**Grantee:**

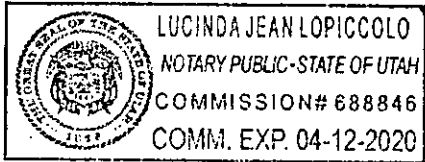
The City of Saratoga Springs

By:  \_\_\_\_\_

Title: CITY MANAGER

STATE OF UTAH )  
 )  
:SS.  
COUNTY OF Utah )

On the 14 day of May, 2019, personally appeared before me MARK CHRISTENSEN, the signer(s) of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same. Witness my hand and official seal this 14 day of MAY, 2019.



Lucinda Lopiccolo  
Notary Public

Grantor:

D.R. HORTON INC., a Delaware corporation

By: \_\_\_\_\_

Name: Jonathan S. Thornley

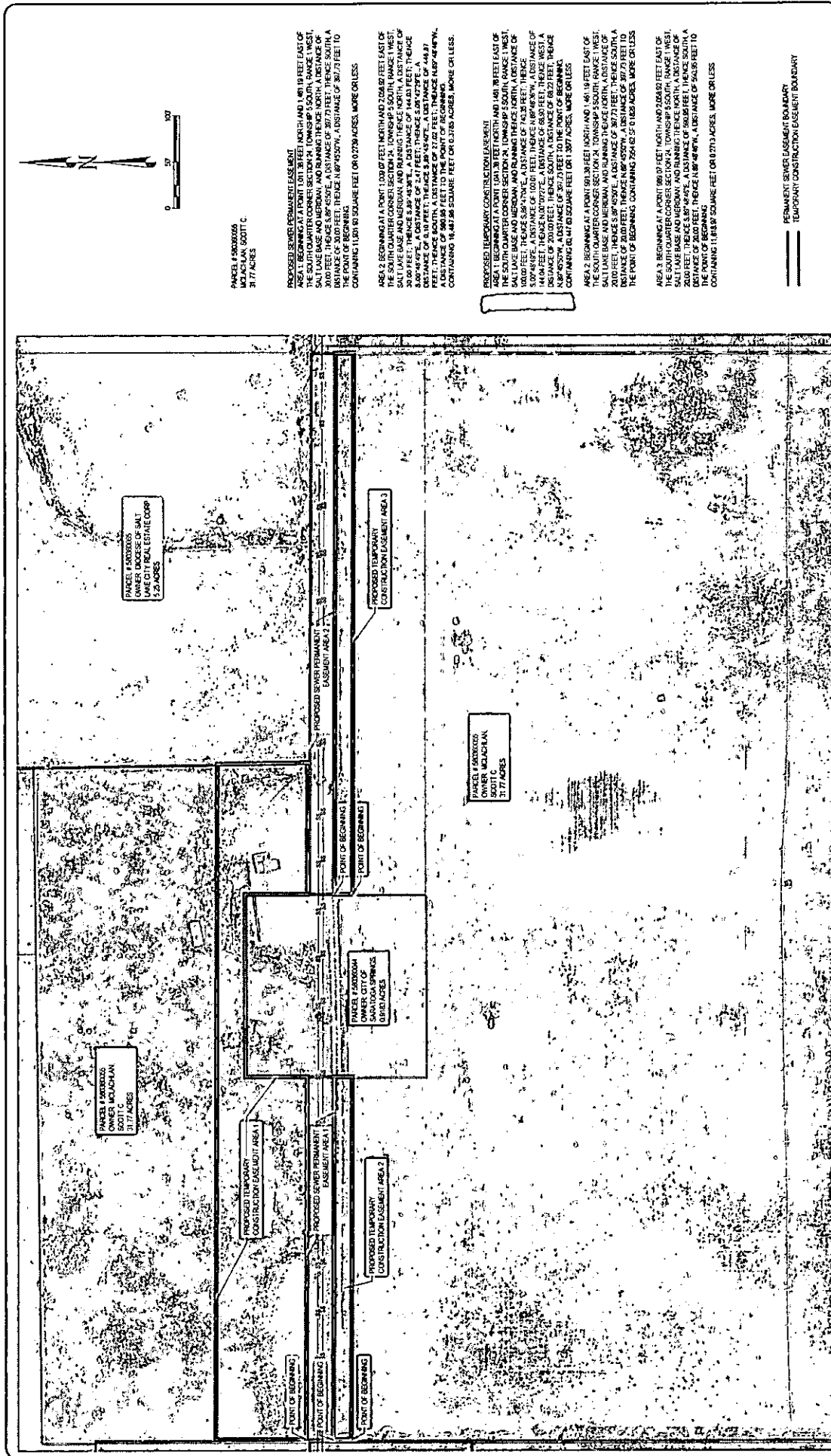
Title: Division CFO

STATE OF UTAH )  
 )  
SS  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 7 day of May, 2019 by Jonathan S. Thornley in his capacity as the Division CFO of D.R. Horton, Inc., a Delaware corporation.



Krisel P Travis  
Notary Public



PARCEL 150000005  
MCLACHLAN SCOTT C  
3.77 ACRES

PROPOSED SEWER PERMANENT EASEMENT AREA 1  
BEGINNING AT A POINT 100.00 FEET NORTH AND 146.19 FEET EAST OF THE SOUTH QUARTER CORNER SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH, A DISTANCE OF 300.00 FEET, THENCE S89°45'07\"

AREA 2 BEGINNING AT A POINT 100.00 FEET NORTH AND 206.60 FEET EAST OF THE SOUTH QUARTER CORNER SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH, A DISTANCE OF 300.00 FEET, THENCE S89°45'07\"

PROPOSED TEMPORARY CONSTRUCTION EASEMENT  
BEGINNING AT A POINT 100.00 FEET NORTH AND 146.19 FEET EAST OF THE SOUTH QUARTER CORNER SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH, A DISTANCE OF 100.00 FEET, THENCE S89°45'07\"

AREA 3 BEGINNING AT A POINT 060.00 FEET NORTH AND 206.60 FEET EAST OF THE SOUTH QUARTER CORNER SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH, A DISTANCE OF 300.00 FEET, THENCE S89°45'07\"

PROPOSED SEWER PERMANENT EASEMENT AREA 2  
BEGINNING AT A POINT 100.00 FEET NORTH AND 146.19 FEET EAST OF THE SOUTH QUARTER CORNER SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH, A DISTANCE OF 300.00 FEET, THENCE S89°45'07\"

PERMANENT SEWER EASEMENT BOUNDARY  
TEMPORARY CONSTRUCTION EASEMENT BOUNDARY

DATE	17/10/18
SCALE	1:10
PROJECT NO.	G109

SARATOGA SPRINGS CITY  
GRAVITY SEWER OUTFALL PONY EXPRESS  
PROPOSED PONY EXPRESS ROW & EASEMENTS

**CRS ENGINEERS**  
Answers to Infrastructure®

4145 S. Deerpark Bl., Ste 200 | Salt Lake City, UT 84121 | P: 801.393.5565 | www.crsengineers.com

DATE	OCT 2018
BY	AL. STUBBS
CHECKED BY	AL. STUBBS
SCALE	AS SHOWN

NO.	1	DATE	10/10/18	DESCRIPTION
NO.	2	DATE	10/10/18	DESCRIPTION
NO.	3	DATE	10/10/18	DESCRIPTION
NO.	4	DATE	10/10/18	DESCRIPTION
NO.	5	DATE	10/10/18	DESCRIPTION