



ENT 87408:2014 PG 1 of 2
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Dec 04 10:24 am FEE 0.00 BY CLS
RECORDED FOR SARATOGA SPRINGS CITY

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

PARCEL I.D.#: 59:012:0073
GRANTOR: SCP FOX HOLLOW LLC

DETENTION BASIN EASEMENT

Located in the south half of Section 12, Township 6 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey.

For the sum of Ten Dollar (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTORS hereby grant, convey, sell, and set over unto the City of Saratoga Springs, a body politic of the State of Utah, and FOX HOLLOW HOA hereinafter referred to as GRANTEES, their successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, a detention pond, Storm Drain pipes, drainage channels, landscaping, surface improvements, roads, trails, and other drainage collection and conveyance structures and facilities, hereinafter called the FACILITIES, said right-of-way and easement, being situated in Utah County, State of Utah, over and through a parcel of the GRANTORS' land and being more particularly described as follows:

COMMENCING AT A BRASS CAP MONUMENTING THE WEST 1/4 CORNER OF SAID SECTION 12, THENCE S.00°17'21"W ALONG THE SECTION LINE A DISTANCE OF 404.45 FEET TO THE REAL POINT OF BEGINNING:

THENCE N.81°05'58"E. A DISTANCE OF 138.21 FEET TO A POINT OF CURVATURE OF A 1318.00-FOOT RADIUS NON-TANGENT CURVE TO THE left; THENCE SOUTHERLY A DISTANCE OF 248.64 FEET ALONG THE ARCH OF SAID CURVE HAVING A CENTRAL ANGLE OF 10°48'32" AND A CHORD THAT BEARS S.12°26'19"E. A DISTANCE OF 248.27 FEET; THENCE S.58°35'49"W. A DISTANCE OF 201.13 FEET; THENCE S.40°21'30"W. A DISTANCE OF 31.07 FEET to the section line; THENCE N.00°17'21"E. Along said section line a DISTANCE OF 349.54 FEET TO THE POINT OF BEGINNING,

Contains 48,581 sq. ft. or 1.115 acres

TO HAVE AND HOLD the same unto the GRANTEES, their successors and assigns, with the right of ingress and egress in the GRANTEES, their officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, GRANTEES and their contractors may use such portion of GRANTORS' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near their original condition as is reasonably possible.

GRANTORS shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the GRANTEES, provided such use shall not interfere with the FACILITIES or with the collection, discharge and conveyance of water through the FACILITIES, or any other rights granted to the GRANTEES hereunder.

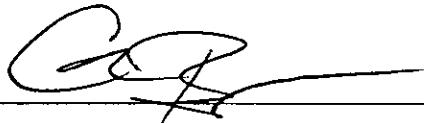
GRANTORS shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this right-of-way and easement nor change the contour thereof without the written consent of GRANTEES. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEES, and may be assigned in whole or in part by GRANTEES.

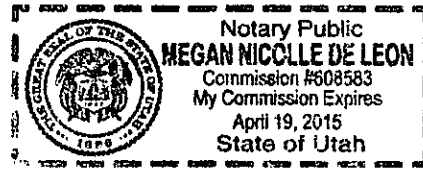
IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this 5 day of November, 2014

County Parcel No.

Acreage
Contains: 1.115 acres
48,581(sq. ft.)

GRANTOR(S)

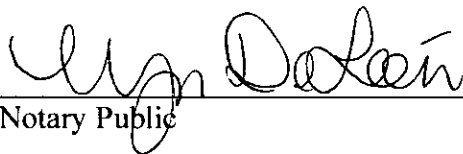
By: 



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

On the 5th day of November, 2014, personally appeared before me Chad Bessenger, for and in behalf of SCP Fox Hollow, LLC, who being by me duly sworn, did say that he is the signer(s) of the foregoing instrument, and that the (s)he executed the same.

My Commission Expires: 4-19-15


Notary Public

Residing In: Davis County