

WHEN RECORDED MAIL TO:

Saratoga Springs City 1307 N. Commerce Drive, Suite 2000 Saratoga Springs, Utah 84045 ENT 87411:2014 PG 1 of 3
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Dec 04 10:25 cm FEE 0.00 BY CLS
RECORDED FOR SARATOGA SPRINGS CITY

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

20' STORM DRAINAGE CHANNEL 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 Fox Hollow HOA hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, a storm drainage channel 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 753.99 FEET TO THE REAL POINT OF BEGINNING:

THENCE N.40°21'30"E. A DISTANCE OF 31.07 FEET; THENCE S.00°17'21"W. A DISTANCE OF 304.79 FEET; THENCE N.67°19'45"W. A DISTANCE OF 21.63 FEET to the section line; THENCE N.00°17'21"E. Along said section line a DISTANCE OF 272.78 FEET TO THE POINT OF BEGINNING,

Contains 5,776 sq. ft. or 0.133 acres

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its 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, GRANTEE and its 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 its 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 GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of water through the FACILITIES, or any other rights granted to the GRANTEE 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 GRANTEE. 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 GRANTEE, and may be assigned in whole or in part by GRANTEE.

IN WITNESS WH Easement this day o			xecuted this right-of-way an
	Acreage ontains: 0.133acres ,776 (sq. ft.)		GRANTOR(S)
	B	y: 4	
STATE OF UTAH COUNTY OF UTAH DAVIS) :ss.		Notary Public EGAN NICOLLE DE LEON Commission #608583 My Commission Expires April 19, 2015 State of Utah
On the Sth day Chad Bessinger me duly sworn, did say that executed the same.	of Movember, for and in behalf of (s)he is the signer(s)	_, 2014, per of scp. Fex. Holo of the foregoing	rsonally appeared before m \oville , who being b g instrument, and that the (s)h
My Commission Expires: <u>니</u>	-19-15	Notary Public	DeLon
Residing In: Davy (Qu	uty		

