



ENT 42964:2019 PG 1 of 3  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2019 May 15 10:59 am FEE 0.00 BY MA  
RECORDED FOR SARATOGA SPRINGS CITY

**WHEN RECORDED MAIL TO:**

Saratoga Springs City  
1307 N. Commerce Dr., Suite 200  
Saratoga Springs, UT 84045

**PARCEL I.D.#: 130280006**  
**GRANTOR: D.R. Horton, Inc.,**  
**a Delaware corporation**

**EASEMENT**

Located in the Southeast Quarter of Section 24, Township 5 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 are hereby acknowledged, the undersigned as "GRANTOR" hereby grants and conveys to the City of Saratoga Springs, a body politic of the State of Utah, hereinafter referred to as "GRANTEE", its successors and assigns, a perpetual and exclusive right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove, and replace sewer pipelines and related infrastructure, 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 GRANTOR'S land and being more particularly described as follows (the "EASEMENT AREA"):

BEGINNING AT A POINT 1,007.10 NORTH AND 2,658.91 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 23.23 FEET; THENCE EAST, A DISTANCE OF 200.00 FEET; THENCE SOUTH, A DISTANCE OF 27.57 FEET; THENCE N.88°41'19"W., A DISTANCE OF 187.56 FEET; THENCE N.89°46'41"W., A DISTANCE OF 12.49 FEET TO THE POINT OF BEGINNING.

Contains 5,058.40 sq. ft. or 0.116 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 EASEMENT AREA with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove, and replace the FACILITIES.

GRANTEE shall restore timely any damage to the EASEMENT AREA or to Grantor's Property caused by GRANTEE, its agents, contractors, employees, guests, and invitees in their construction, installation, maintenance, repair, replacement, or use of the FACILITIES; provided, however, that GRANTEE shall not be responsible to restore structures or other surface improvements that need to be removed as a result of constructing, maintaining, operating, repairing, inspecting, protecting, installing, removing, or replacing the FACILITIES.

GRANTEE shall be solely liable for the condition, maintenance, repair, and replacement of the FACILITIES. GRANTEE, at its sole expense, shall comply with all applicable governmental codes, laws, orders, ordinances, regulations, and statutes relating to the construction, installation, maintenance, repair, replacement, and use of the EASEMENT AREA and the FACILITIES.

GRANTEE shall be responsible for all loss, damage, claims, penalties, liability, suits, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by Grantor arising out of or related to the exercise by GRANTEE of its rights and obligations under this Easement, including without limitation GRANTEE's construction, installation, maintenance, repair, replacement, or use of the EASEMENT AREA and the FACILITIES and the use of the EASEMENT AREA and the FACILITIES by GRANTEE's agents, contractors, employees, guests, invitees, and subcontractors.

GRANTOR reserves for itself, its successors and assigns, and their agents, contractors, employees, guests, and invitees, all rights in the EASEMENT AREA to the extent such rights do not interfere with the FACILITIES or with the discharge from or conveyance of water through the FACILITIES, or any other rights granted to the GRANTEE hereunder.


GRANTOR shall not build or construct, or permit to be built or constructed, any building or other improvement over or across the EASEMENT AREA 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 the GRANTEE, and may be assigned in whole or in part by GRANTEE.

**IN WITNESS WHEREOF**, GRANTOR has executed this perpetual and exclusive right-of-way and easement this 7 day of May, 2019.

County Parcel No.	Acreage	GRANTOR
130280006	Contains: 0.116 acres 5,058.40 (sq. ft.)	D.R. Horton, Inc., a Delaware corporation

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. Thornbay in his capacity as the DIVISION CFO of D.R. Horton, Inc., a Delaware corporation.

My Commission Expires: Jan. 31, 2023

[Signature]  
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Notary Public  
Residing In: Lindon, UT

