

**WHEN RECORDED MAIL TO:**  
Saratoga Springs City  
1307 N. Commerce Dr., Suite 200  
Saratoga Springs, UT 84045

ENT 195014 : 2021 PG 1 of 4  
**Andrea Allen**  
**Utah County Recorder**  
2021 Nov 19 02:14 PM FEE 0.00 BY IP  
RECORDED FOR DHI Title - Utah  
ELECTRONICALLY RECORDED

**PARCEL I.D.#: 473790004 & 473790005**  
**GRANTOR: D.R. Horton, Inc.,**  
**a Delaware corporation**

**UTILITY AND ACCESS 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 non-exclusive easement to maintain, operate, repair, inspect, protect, install, remove, and replace sewer pipelines, culinary water and secondary water lines and related infrastructure, hereinafter called the "FACILITIES", said 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"):

A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°08'33"W ALONG THE SECTION LINE 976.42 FEET AND WEST 633.14 FEET FROM THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 188.23 FEET; THENCE N00°29'35"E 40.80 FEET; THENCE N03°25'08"E 156.10 FEET; THENCE N14°12'44"E 133.45 FEET; THENCE N00°30'33"E 405.41 FEET; THENCE N7°22'23"W 36.46 FEET; THENCE N0°30'33"E 119.51 FEET; THENCE S89°55'47"E 205.92 FEET; THENCE N45°00'00"E 80.09 FEET; THENCE N02°20'27"E 216.27 FEET; THENCE S89°25'33"E 40.02 FEET; THENCE S02°20'27"W 229.43 FEET; THENCE S45°00'00"W 113.98 FEET; THENCE N89°55'47"W 159.78 FEET; THENCE S45°00'00"W 12.77 FEET; THENCE S00°30'33"W 520.67 FEET; THENCE S14°12'44"W 134.69 FEET; THENCE S03°24'31"W 128.54 FEET; THENCE N89°43'21"E 138.55 FEET; THENCE S00°01'31"W 61.58 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±1.62 ACRES  
±70,697 SQ. FT.

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress to GRANTEE, its officers, employees, agents and assigns to enter upon the EASEMENT AREA with such equipment as is necessary to maintain, operate, repair, inspect, protect, remove, and replace the FACILITIES after GRANTOR installs and constructs the

FACILITIES, the 1-year warranty period required in GRANTEE's ordinances ends, and GRANTEE has accepted the FACILITIES in writing as meeting GRANTEE's development standards.

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 maintenance, repair, replacement, or use of the FACILITIES.

GRANTEE shall be solely liable for the condition, maintenance, repair, and replacement of the FACILITIES after GRANTOR constructs such FACILITIES, the 1-year warranty period required in GRANTEE's ordinances ends, and GRANTEE has accepted the FACILITIES in writing as meeting GRANTEE's development standards. GRANTOR, 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 prior to acceptance in writing of the FACILITIES by GRANTEE.

Prior to acceptance in writing by GRANTEE of the FACILITIES, GRANTOR shall be responsible for all loss, damage, claims, penalties, liability, suits, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by any party arising out of or related to the construction or installation of the FACILITIES by GRANTOR or GRANTOR's agents, contractors, employees, guests, invitees, and subcontractors. Following acceptance in writing of the FACILITIES by GRANTEE, 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 the exercise by GRANTEE of its rights and obligations under this Easement, including without limitation GRANTEE's 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 impair or interfere with the FACILITIES, impair or interfere with the discharge from or conveyance of water through the FACILITIES, impair or interfere with any other rights granted to the GRANTEE hereunder, or result in additional expenses related to the maintenance or operation of the FACILITIES by GRANTEE, except GRANTOR shall not grant any party other than GRANTEE the rights to provide public utilities through GRANTOR's property.

This 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.

This easement shall automatically terminate when a plat is recorded in the Utah County Recorder's Office for the EASEMENT AREA that grants equivalent easement rights to GRANTEE.

IN WITNESS WHEREOF, GRANTOR has executed this perpetual and non-exclusive easement this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

County Parcel No.	Acreage	GRANTOR
47-379-0004 & 47-379-0005	Contains:           ±1.62 ACRES ±70,697 SQ. FT.	D.R. Horton, Inc., a Delaware corporation

*See signatures next page*

GRANTOR:

D.R. HORTON, INC., a Delaware corporation

By: [Signature]  
 Name: Jonathan S. Thornley  
 Title: Division CFO

STATE OF UTAH                    )  
   :ss.  
 COUNTY OF Salt Lake         )

The foregoing instrument was acknowledged before me this 19 day of November, 2021 by Jonathan S. Thornley in his capacity as the DIVISION CFO of D.R. Horton, Inc., a Delaware corporation.

My Commission Expires: Jan. 31. 2023

[Signature]  
 Notary Public  
 Residing In: Utah County

