



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

ENT 103975:2018 PG 1 of 4  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2018 Oct 30 10:27 am FEE 0.00 BY BA  
RECORDED FOR SARATOGA SPRINGS CITY

**GRANTOR: MB – Coyote Hills, LLC**  
**PARCEL NO. # SS:391:0003 & SS:034:0132**

**EASEMENT**

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 GRANTOR hereby grants, conveys, sells, and sets over unto the City of Saratoga Springs, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace water pipelines, and other transmission 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 GRANTOR'S land and being more particularly described as follows:

See Attached Exhibit A

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 GRANTOR'S 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.

GRANTOR 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 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 this right-of-way and easement nor change the contour thereof without the written consent of GRANTEE, in GRANTEE's reasonable discretion. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this 19<sup>th</sup> day of October, 2018

GRANTOR

**MB – Coyote Hills, LLC**

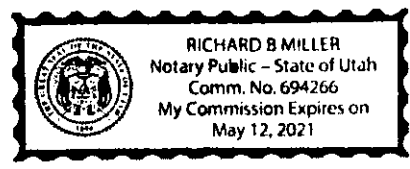
Scott Heagy  
By: Scott Heagy  
Its: Manager

STATE OF UTAH            )  
  )ss.  
COUNTY OF UTAH        )

On the 19<sup>th</sup> day of October, 2018, personally appeared before me Scott Heagy, for and in behalf of Saratoga Meadows II Property, LLC, who being by me duly sworn, did say that he is the signer of the foregoing instrument, and that the (s)he executed the same.

My Commission Expires: 5/12/21

Richard B. Miller  
Notary Public



**EXHIBIT "A"**  
Description of Easement Area

**Evans Lane – Water Line Easement**

Beginning at the center line of Pinnacle Lane, said point being North 00°25'39" East 678.93 feet along the section line and East 647.52 feet from the West Quarter Corner of Section 22, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 89°53'35" East 20.20 feet;

thence Southeasterly 54.94 feet along the arc of a 180.00 foot radius curve to the left (center bears North 82°13'54" East and the chord bears South 16°30'42" East 54.72 feet with a central angle of 17°29'11");

thence Southeasterly 40.44 feet along the arc of a 220.00 foot radius curve to the right (center bears South 64°44'43" West and the chord bears South 19°59'18" East 40.39 feet with a central angle of 10°31'58");

thence South 14°43'19" East 161.66 feet;

thence Southwesterly 209.70 feet along the arc of a 320.00 foot radius curve to the right (center bears South 75°16'41" West and the chord bears South 04°03'06" West 205.97 feet with a central angle of 37°32'51");

thence South 22°49'32" West 81.11 feet;

thence South 67°10'28" East 77.45 feet;

thence Southeasterly 48.56 feet along the arc of a 180.00 foot radius curve to the left (center bears North 22°49'32" East and the chord bears South 74°54'14" East 48.42 feet with a central angle of 15°27'31");

thence South 00°06'01" East 20.15 feet;

thence Northwesterly 56.58 feet along the arc of a 200.00 foot radius curve to the right (center bears North 06°37'00" East and the chord bears North 75°16'44" West 56.39 feet with a central angle of 16°12'32");

thence North 67°10'28" West 97.45 feet;

thence North 22°49'32" East 101.11 feet;

thence Northeasterly 196.60 feet along the arc of a 300.00 foot radius curve to the left (center bears North 67°10'28" West and the chord bears North 04°03'06" East 193.10 feet with a central angle of 37°32'51");

thence North 14°43'19" West 161.66 feet;

thence Northwesterly 36.77 feet along the arc of a 200.00 foot radius curve to the left (center bears South 75°16'41" West and the chord bears North 19°59'18" West 36.71 feet with a central angle of 10°31'58");

thence Northwesterly 59.78 feet along the arc of a 200.00 foot radius curve to the right (center bears North 64°44'43" East and the chord bears North 16°41'29" West 59.56 feet with a central angle of 17°07'36");

thence North 08°07'41" West 3.95 feet to the point of beginning.

Contains 13,878 Square Feet or 0.319 Acres

