



ENT 109862:2016 PG 1 of 2
JEFFERY SMITH
UTAH COUNTY RECORDER
2016 Nov 01 2:26 PM FEE 0.00 BY MJ
RECORDED FOR SARATOGA SPRINGS CITY

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

PARCEL I.D.#58:034:0548
GRANTOR: PATTERSON HOMES, INC.

EASEMENT

Located in the Northeast Quarter of Section 22, 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 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, 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 pressurized irrigation pipelines, and other pipeline 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:

A STRIP OF LAND 30 FEET WIDE BEING 15.00 FEET ON THE RIGHT AND 15.00 FEET ON THE LEFT SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT A POINT ON THE WEST LINE OF THE GRANTORS PROPERTY LINE, SAID POINT BEING WEST 2215.17 FEET AND SOUTH 1.20 FEET FROM THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; BASIS OF BEARINGS MAY BE DETERMINED LOCALLY AS S00°01'27"W ALONG THE SECTION LINE BETWEEN THE EAST QUARTER CORNER AND SOUTHEAST SECTION CORNER OF SAID SECTION 22; THENCE N89°42'37"E 94.0 FEET; THENCE N45°00'36"E 25.47 FEET; THENCE N00°00'27"E 136.58 FEET; THENCE N89°54'03"E 691.73 FEET; THENCE S89°05'40"E 105.47 FEET.

CONTAINING 31,597 SQUARE FEET OR 0.73 ACRES.

ALSO, A TEMPORARY 50-FOOT CONSTRUCTION EASEMENT BEING 25.00 FEET ON THE RIGHT AND 25.00 FEET ON THE LEFT SIDE OF THE PERMANENT EASEMENT DESCRIBED ABOVE.

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 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 WHEREOF, the GRANTORS have executed this right-of-way and Easement this 10 day of October, 2016

County Parcel No.
58:034:0548

Acreage
Contains: 0.73 acres
(31,597 sq. ft.)

GRANTOR(S)
PATTERSON HOMES, INC.

By: *Blaine Patterson*

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 10 day of October, 2016, personally appeared before me Blaine E. Patterson, for and in behalf of Patterson Homes, Inc., who being by me duly sworn, did say that (s)he is the signer(s) of the foregoing instrument, and that the (s)he executed the same.

My Commission Expires: 7-17-2017

Kent P Smith
Notary Public

Residing In: Utah

