



ENT 15094:2019 PG 1 of 2
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2019 Feb 25 9:58 am FEE 0.00 BY SM
 RECORDED FOR SARATOGA SPRINGS CITY

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

PARCEL I.D.#: 580360060
GRANTOR: L & J Smith Trust 04-03-2014

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 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 and exclusive right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove, and replace any one or all of sewer, storm drain, drinking water, and pressurized irrigation water utility 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 GRANTORS' land and being more particularly described as follows:

BEGINNING AT A POINT 861.91 FEET EAST AND 884.38 FEET NORTH OF SOUTH QUARTER CORNER SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH, A DISTANCE OF 33.56 FEET; THENCE N.63°22'52"E., A DISTANCE OF 63.78 FEET; THENCE N.70°06'57"E., A DISTANCE OF 190.26 FEET; THENCE N.80°54'03"E., A DISTANCE OF 137.40 FEET; THENCE EAST, A DISTANCE OF 96.39 FEET; THENCE N.00°03'09"W., A DISTANCE OF 9.02 FEET; THENCE S.89°44'11"E., A DISTANCE OF 129.01 FEET; THENCE SOUTH, A DISTANCE OF 30.00 FEET; THENCE N.89°44'11"W., A DISTANCE OF 165.61 FEET; THENCE S.80°54'03"W., A DISTANCE OF 190.31 FEET; THENCE S.70°06'57"W., A DISTANCE OF 185.67 FEET; THENCE S.63°22'52"W., A DISTANCE OF 77.05 FEET TO THE POINT OF BEGINNING.

Contains 17,923.85 sq. ft. or 0.412 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.

EXCEPT for grass or similar vegetative ground cover, 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.

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 from or 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 WHEREOF, the GRANTORS have executed this perpetual and exclusive right-of-way and easement this 8th day of FEBRUARY, ~~2018~~ 2019.

County Parcel No.
580360060

Acreage
Contains: 0.412 acres
17,923.85 (sq. ft.)

GRANTOR(S)
L & J Smith Trust 04-03-2014

By: Joy P. Smith
Lee J Smith

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the 8th day of FEBRUARY, ~~2018~~ ²⁰¹⁹, personally appeared before me Joy P. Smith, Lee J. Smith, for and in behalf of L & J Smith Trust 04-03-2014, 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: 2-27-2020

Douglas F White
Notary Public

Residing In: SALT LAKE COUNTY

