

After recording, return to:

Cindy LoPiccolo  
Saratoga Springs City Recorder  
1307 N. Commerce Drive, Suite 200  
Saratoga Springs, UT 84045



ENT 15934:2019 PG 1 of 3  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2019 Feb 27 10:33 am FEE 0.00 BY CS  
RECORDED FOR SARATOGA SPRINGS CITY

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

**L & J Smith Trust 04-03-2014** (“herein after the GRANTORS) for and in valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to the City of Saratoga Springs (“herein after the GRANTEES), their successors, assigns, lessees, licensees and agents, a temporary construction and grading easement to construct, grade, improve, reconstruct, and inspect earthwork and terrain modifications as shown on Exhibit A (incorporated by reference and “herein after the WORK) as GRANTEES may require upon, over, and across a parcel of GRANTOR’S land situated in the County of Utah, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

**BEGINNING AT A POINT 1,329.90 FEET EAST AND 1,041.98 FEET NORTH OF SOUTH QUARTER CORNER SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE N.00°00'17"E., A DISTANCE OF 100.00 FEET; THENCE S.89°44'11"E., A DISTANCE OF 129.00 FEET; THENCE SOUTH, A DISTANCE OF 100.00 FEET; THENCE N.89°44'11"W., A DISTANCE OF 129.01 FEET TO THE POINT OF BEGINNING.**

**Area = 0.296 Acres, more or less.**

To have and hold the same unto the GRANTEES, its successors and assigns with the right of ingress and egress to the GRANTEE’s, its officers, employees, agents, and assigns to enter upon the above described property with such equipment as is necessary to perform grading, sloping, contouring, prove, reconstruct, and inspect the WORK. GRANTEES shall restore all property, through which the work traverses, to its original condition or better. GRANTORS reserve the right to occupy, use, and cultivate said easement for all purposes not inconsistent with the rights herein granted. Unless otherwise specifically agreed to by Licensor and Licensee, the License granted by this Agreement shall terminate upon the GRANTEE’S completion of the WORK.

The rights, conditions, and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Signed and delivered this 27 day of February, A.D., 2019.

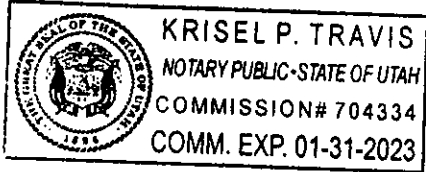


STATE OF UTAH )

SS

COUNTY OF Utah )

On the 26 day of ~~the April~~ <sup>February</sup>, 20 19, personally appeared before me Lee J. Smith and Joy P. Smith, the signer(s) of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same. Witness my hand and official seal this 26 day of February, 20 19.



*[Handwritten Signature]*  
Notary Public