

After recording, return to:

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



ENT 15935:2019 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 861.91 FEET EAST AND 862.01 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 22.37 FEET; THENCE N.63°22'52"E., A DISTANCE OF 77.05 FEET; THENCE N.70°06'57"E., A DISTANCE OF 185.67 FEET; THENCE N.80°54'03"E., A DISTANCE OF 190.31 FEET; THENCE S.89°44'11"E., A DISTANCE OF 165.61 FEET; THENCE SOUTH, A DISTANCE OF 20.00 FEET; THENCE N.89°44'11"W., A DISTANCE OF 164.07 FEET; THENCE S.80°54'03"W., A DISTANCE OF 186.78 FEET; THENCE S.70°06'57"W., A DISTANCE OF 182.60 FEET; THENCE S.63°22'52"W., A DISTANCE OF 85.90 FEET TO THE POINT OF BEGINNING.

Area = 0.284 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.

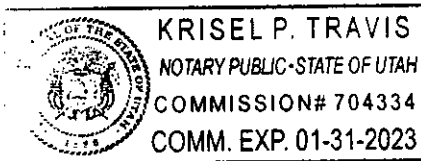
Grantee: The City of Saratoga Springs

BY: [Signature]

TITLE: CITY MANAGER

STATE OF UTAH)
COUNTY OF Utah)
SS

On the 26 day of February, 20 19, personally appeared before me Lee J. Smith and Jay 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.



[Signature]
Notary Public

Grantor: L & J Smith Trust 04-03-2014

BY: Lee J Smith Jay P. Smith

TITLE: Trustee's

