

After recording, return to:

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

PUBLIC UTILITY EASEMENT

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (hereinafter “GRANTOR”) for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, convey, sell, and set over unto the CITY OF SARATOGA SPRINGS, a municipal corporation of the State of Utah, and all Public Utility companies as defined in Utah Code Section 54-2-1 (2017), as amended (hereinafter the “GRANTEES”), and their successors, franchisees, assigns, lessees, licensees, and agents a perpetual public utility easement and protected utility easement, as defined in Utah Code § 54-3-27 (2017), as amended, to install, maintain, operate, repair, remove, replace, or relocate public utility facilities (hereinafter the “FACILITIES”) as GRANTEES may require upon, over, under and across a parcel of GRANTOR’S land situated in the City of Saratoga Springs, County of Utah, State of Utah, which the GRANTOR owns or in which the GRANTOR has any interest, as depicted in Exhibit A and more fully described as follows:

BEGINNING AT A POINT WHICH IS N00° 22' 34"E 1726.11 FEET ALONG THE SECTION LINE AND S89° 22' 14"E 107.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH; THENCE N00° 22' 34"E 31.00 FEET; THENCE S89° 22' 14"E 13.00 FEET; THENCE S00°22' 34"W 31.00 FEET; THENCE N89° 22' 14"W 13.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 403 SQUARE FEET

BASIS OF BEARING IS N00° 22' 34"E BETWEEN THE FOUND MONUMENTS AT THE WEST QUARTER CORNER AND THE NORTHWEST CORNER OF SAID SECTION 14

To have and hold the same unto the GRANTEES and their officers, employees, and agents with all rights of ingress and egress to enter and exit the above described property with such equipment as is necessary to construct, reconstruct, modify, change, add to, operate, maintain, repair, protect, and remove the FACILITIES.

GRANTEES and those performing the work shall restore and repair all property as required in Utah Code Section 54-3-27 (2017), as amended, that is damaged or displaced through the exercise of the rights of this easement.

GRANTOR reserves the right to occupy, use, and cultivate said easement for all purposes consistent with the rights herein granted and Utah Code Section 54-3-27 (2017), as amended.

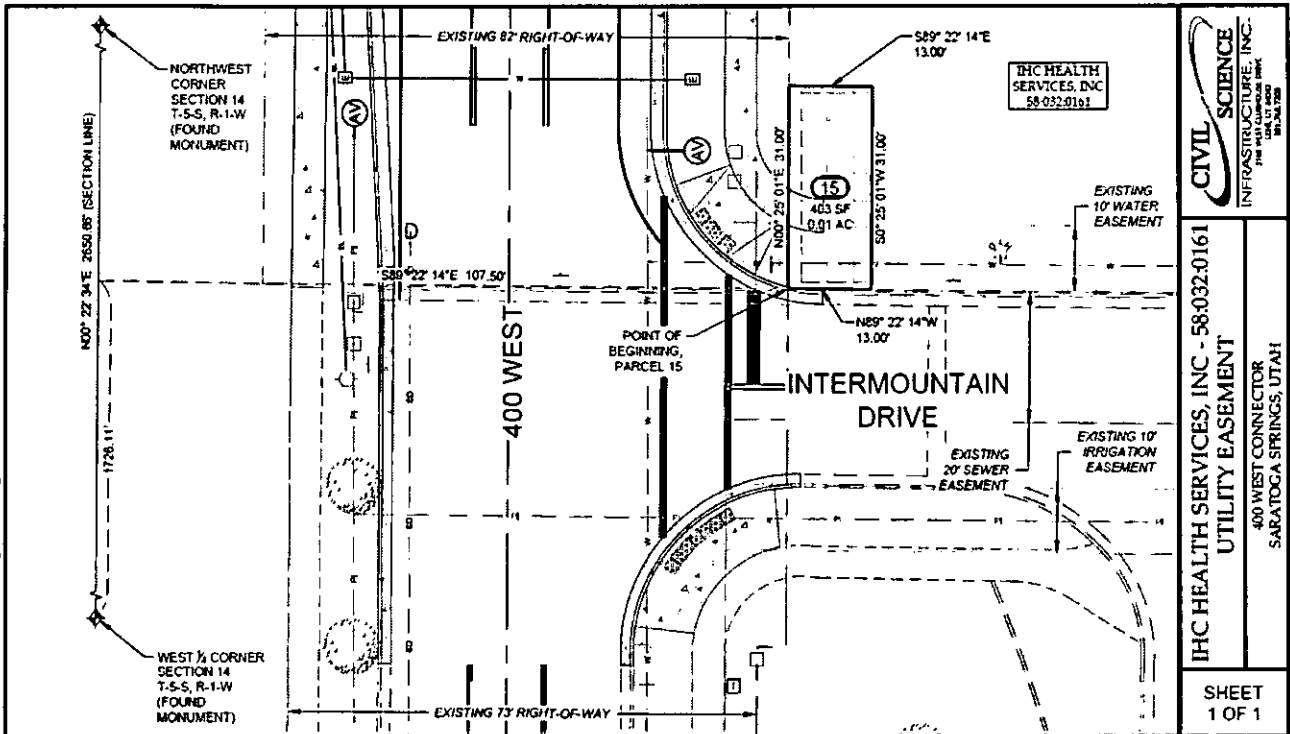
GRANTEES shall comply with all City, State and Federal laws and regulations, including but not limited to Utah Code Section 54-3-27 (2017), and obtain all necessary permits, pay all applicable fees, and post any bonds required.

GRANTEES will not permit any lien or claim of mechanics, laborers or materialmen to be filed against the property for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by GRANTEES.

GRANTEES will indemnify GRANTOR from and against all damages, claims, losses, costs, expenses, or other liabilities that arise by reason of the use of the easement, the property, and the FACILITIES by GRANTEES or its contractors, employees, or invitees, including claims for death or injury to person or damage to property, attorneys' fees and court costs. The indemnities set forth in this paragraph are in addition to, and not in limitation of, any indemnification or other rights or remedies available to GRANTOR at law or in equity. The provisions of this paragraph will survive any termination of the easement or this agreement.

GRANTEES will not permit any contamination, dumping or other environmental waste to be left, stored, disposed, or released in or on the property. Additionally, GRANTEES will not create, exacerbate or cause any "Environmental Condition" (as defined below) on or about the property. Nothing in the foregoing will be construed to impose liability on GRANTEES for any latent Environmental Condition existing at the property and unknown to GRANTEES as of the date of this agreement. "Environmental Condition" means (a) contamination or pollution of soil, air, surface or groundwater, (b) the disposal, placement, existence, presence or release or threat of release of a "Hazardous Material" (as defined below) and the affects thereof, or (c) noncompliance with or violation of "Applicable Law" (as defined below) including, without limitation, any lack of required governmental permits or approvals. "Hazardous Material" means (x) any substance, the presence of which requires investigation, remediation, or other response or corrective action under Applicable Law, or (y) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to Applicable Law, or (z) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons. "Applicable Law" means all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution.

EXHIBIT A

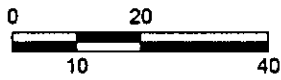


CIVIL SCIENCE INC.
 INFRASTRUCTURE, INC.
 THE 4414 CHURCH STREET
 SUITE 200
 SARATOGA SPRINGS, UTAH 84045-2000
 IHC HEALTH SERVICES, INC. - 58-032-0161
 UTILITY EASEMENT
 400 WEST CONNECTOR
 SARATOGA SPRINGS, UTAH
 SHEET 1 OF 1

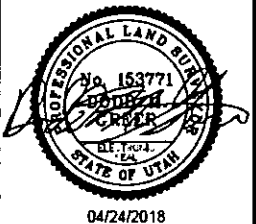
LEGAL DESCRIPTION

PARCEL 15 - UTILITY EASEMENT

BEGINNING AT A POINT WHICH IS N00° 22' 34"E 1726.11 FEET ALONG THE SECTION LINE AND S89° 22' 14"E 107.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH; THENCE N00° 22' 34"E 31.00 FEET; THENCE S89° 22' 14"E 13.00 FEET; THENCE S00° 22' 34"W 31.00 FEET; THENCE N89° 22' 14"W 13.00 FEET TO THE POINT OF BEGINNING CONTAINS 403 SQUARE FEET
 BASIS OF BEARING IS N00° 22' 34"E BETWEEN THE FOUND MONUMENTS AT THE WEST QUARTER CORNER AND THE NORTHWEST CORNER OF SAID SECTION 14.



SCALE: 1" = 20'
 (SCALE ONLY VALID FOR 8.5" x 11" PAPER)



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