



ENT 42956:2019 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
 2019 May 15 10:53 am FEE 0.00 BY MA
 RECORDED FOR SARATOGA SPRINGS CITY

After recording, return to:

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

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

D.R. HORTON, INC., a Delaware corporation (“GRANTOR”) for good and valuable consideration, the receipt whereof is hereby acknowledged, hereby grants and conveys to the City of Saratoga Springs, its successors, assigns, lessees, licensees and agents (together, “GRANTEE”), a temporary construction and grading easement (the “EASEMENT”) on, over, across, and under the following described property, which property is further depicted on Exhibit A, attached hereto and incorporated herein (the “EASEMENT AREA”):

BEGINNING AT A POINT 863.09 FEET EAST AND 1,030.39 FEET NORTH OF SOUTH QUARTER CORNER SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE N.63°22'52"E., A DISTANCE OF 5.73 FEET; THENCE CONTINUE NORTHEASTERLY ALONG SAID LINE, A DISTANCE OF 12.49 FEET; THENCE N.70°06'57"E., A DISTANCE OF 205.59 FEET; THENCE N.80°54'03"E., A DISTANCE OF 213.22 FEET; THENCE S.89°44'11"E., A DISTANCE OF 44.83 FEET; THENCE S.00°09'56"E., A DISTANCE OF 99.99 FEET; THENCE N.89°44'55"W., A DISTANCE OF 37.39 FEET; THENCE S.80°54'03"W., A DISTANCE OF 64.77 FEET; THENCE S.89°45'35"W., A DISTANCE OF 363.93 FEET TO THE POINT OF BEGINNING.

Area = 0.741 Acres, more or less.

GRANTEE’S use of the EASEMENT AREA shall be for the sole purpose of installing a gravity sewer outfall in the EASEMENT AREA and engaging in all construction activities commonly incidental thereto such as grading, contouring, installation, and inspections (collectively, the “WORK”). Neither GRANTEE nor GRANTEE’s contractors or subcontractors shall be permitted to store overnight within the EASEMENT AREA any machinery or equipment, even if such machinery or equipment are commonly associated with or used in performing the WORK. However, GRANTEE and its contractors and subcontractors shall be permitted to store within the EASEMENT AREA excavated dirt, sewer pipelines and other non-hazardous construction materials that may be used by GRANTEE and its contractors and subcontractors in the performance of the WORK. The foregoing notwithstanding, GRANTEE shall not engage in any WORK, or otherwise disturb, cross-over, access, or interfere with those portions of the EASEMENT AREA identified on Exhibit A, as Areas 10 and 11, where monitoring is underway for possible wetland mitigation.

The term (the “TERM”) of the EASEMENT and the rights granted hereunder shall commence upon the date that this Temporary Construction and Grading Easement (this “EASEMENT AGREEMENT”) is recorded in the Office of the Recorder of Utah County,

Utah (the "EFFECTIVE DATE") and shall automatically expire on the earlier of: (a) the completion of the WORK, or (b) eighteen months after the EFFECTIVE DATE.

GRANTEE, at GRANTEE's sole cost and expense: (a) shall promptly repair all damage to the EASEMENT AREA arising in connection with GRANTEE'S use of the EASEMENT AREA and the performance of the WORK, and (b) shall restore the EASEMENT AREA to the same or better condition as that which existed on the EFFECTIVE DATE.

GRANTEE shall bear all costs associated with its exercise of GRANTEE's rights and obligations under this EASEMENT AGREEMENT, and GRANTEE shall promptly pay when due all costs and charges associated with its performance of the WORK. GRANTEE shall not allow any mechanics' or materialmen's liens to be recorded against the EASEMENT AREA or the property of which it is a part. In the event any such liens shall be filed against GRANTOR'S property, GRANTEE shall cause the same to be paid, discharged, released and satisfied and/or bonded of record within a commercially reasonable time.

GRANTEE shall be responsible for any damage or injury to any person or personal or real property of any person arising from the use of EASEMENT AREA or the performance of the WORK; provided, however, that GRANTEE shall have no responsibility or liability for actions of GRANTOR or its agents, employees, contractors or invitees and/or for any pre-existing adverse condition or defect on or affecting the EASEMENT AREA as long as such condition or defect has not been negligently exacerbated as a result of GRANTEE's access to or use of the EASEMENT AREA pursuant to this EASEMENT AGREEMENT.

GRANTEE shall, at its own cost and expense, obtain all permits and governmental approvals necessary for GRANTEE to engage in the WORK. GRANTEE shall, at its own expense, comply with all laws, ordinances, rules and regulations applicable to the WORK.


GRANTOR reserves all rights of use and occupancy in the EASEMENT AREA not inconsistent with the WORK.

The rights, conditions, and provisions of this EASEMENT AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

Signed and delivered this 7 day of May, A.D., 2019.

Grantee:

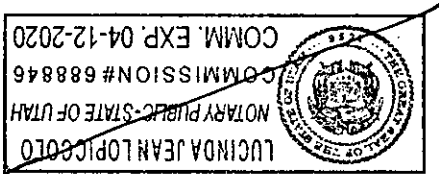
The City of Saratoga Springs

By:  _____

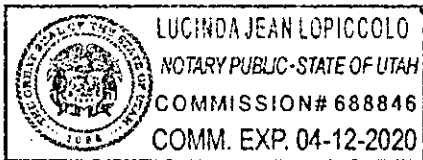
Title: CITY MANAGER

STATE OF UTAH)
)
:SS.
COUNTY OF Utah)

On the 14 day of MAY, 2019, personally appeared before me MARK CHRISTENSEN, 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 14 day of MAY, 2019.



Lucinda Lopiccolo
Notary Public



Grantor:

D.R. HORTON INC., a Delaware corporation

By: [Signature]

Name: Jonathan S. Thornley

Title: Division CFO

STATE OF UTAH)
)
SS
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 7 day of May, 2019 by Jonathan S. Thornley in his capacity as the DIVISION CFO of D.R. Horton, Inc., a Delaware corporation.



[Signature]
Notary Public

