WHEN RECORDED MAIL TO:

Saratoga Springs City 1307 N. Commerce Dr. #200 Saratoga Springs, UT 84045 ENT 6983:2017 PG 1 of 2

Jeffery Smith

Utah County Recorder
2017 Jan 24 11:38 AM FEE 0.00 BY VP

RECORDED FOR Provo Land Title Co.

ELECTRONICALLY RECORDED

PARCEL I.D. #: 58:034:0132 GRANTOR: SARATOGA MEADOWS II PROPERTY, LLC

120' DIAMETER TEMPORARY TURN-AROUND EASEMENT

Located in the Northwest Quarter of Section 22, 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 grants to the City of Saratoga Springs, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, an irrevocable offer of dedication for a temporary turnaround and right-of-way easement for locating, constructing, improving, reconstructing and maintaining a turnaround, streets, driveways, curbs and gutters, grading, and other necessary work, hereinafter called the FACILITIES, over, upon and across the described easement, together with the right of public ingress and 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 located N89°54′00″E along the Section Line 604.46 feet and South 1976.69 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence N89°52′26″E 56.52 feet; thence along the arc of a 60.00 foot radius non-tangent curve to the right (radius bears: S27°58′19″W) 318.14 feet through a central angle of 303°48′14″ (chord: S89°52′26″W 56.52 feet) to the point of beginning.

Contains: ±11,040 Sq. Ft.

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress for 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. This Temporary Turn-Around Easement shall terminate upon the extension of the roadway or platting of the lots in which the easement traverses. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible.

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 ingress and egress of the GRANTEE and the public on and 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 right-of-way and
Easement this 23 ²⁰ day of January, 2017
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County Parcel No. 1500-1500 Acreage Control of the County Parcel No. 1500-1500 Acreage
58:034:0132 Contains: 0.25 acres SARATOGA MEADOWS II PROPERTY LLC
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STATE OF UTAH
COUNTY OF LITAH
COUNTY OF UTAH)
On the 23 day of 14 was , 2017, personally appeared before me Richard H, Mice sa
for and in behalf of Salason Medows II Page 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.
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My Commission Expires: 5/12017 Notary Public
Notary Public
Residing III.
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