


WHEN RECORDED, MAIL TO:
City of Saratoga Springs
1307 N Commerce Drive, Suite 200
Saratoga Springs, Utah 84045



ENT 70005#2024 PG 1 of 6
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Oct 10 09:57 AM FEE 0.00 BY AC
RECORDED FOR SARATOGA SPRINGS CITY

Water Easement

Utah County

Tax ID No. 47:422:0004

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 22 REDWOOD, LLC, a Utah limited liability company, Grantor, hereby GRANTS AND CONVEYS to City of Saratoga Springs, Utah, Grantee, at 1307 N Commerce Drive, Suite 100, Saratoga Springs, Utah, 84045, a perpetual, non-exclusive right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace underground lines, conduits, pipelines, valves, structures, control boxes, and other similar underground transmission and distribution structures and facilities (collectively the "Facilities"), for water utilities and water utility services under and across the Easement Area (defined later), said right-of-way and easement being situated in Utah County, State of Utah, within property more particularly described and depicted on Exhibit "A" attached hereto and incorporated herein (the "Easement Area"). The Easement Area is part of a larger parcel of the GRANTOR'S land located in Utah County, State of Utah, which larger parcel is more particularly described on Exhibit "B" attached and incorporated herein (the "Grantor's Land").

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress, egress and access in the GRANTEE, its officers, employees, agents, successors and assigns to enter upon the Easement Area, including with such equipment as is necessary to construct, install maintain, use, operate, repair, inspect, protect, remove and replace Facilities. GRANTEE shall be solely responsible for all costs and expenses associated with its activities in the Easement Area, and shall indemnify and hold GRANTOR harmless from any liability associated therewith. Any party performing any work to the Easement Area pursuant to the rights granted by this Easement shall restore the Facilities to as near their original condition as reasonable possible. GRANTOR shall have the right to use the Easement Area for landscaping and other purposes affecting the surface of the Easement Area provided such use shall not interfere with the Facilities or with the operation thereof or with any other rights granted to the GRANTEE hereunder.

This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE to an entity that will maintain or construct

the Facilities. GRANTOR reserves and shall have the right to dedicate, including through a subdivision plat affecting Grantor's Land, the Easement Area.

IN WITNESS WHEREOF, GRANTOR has executed these presents on the 3 day of October, 2024.

GRANTOR:
22 REDWOOD, LLC, a Utah limited liability company

By: [Signature]
Name: Al Rakati
Its: Manager

By: [Signature]
Name: John D. Hadfield
Its: Manager

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

On this 3 day of October, in the year 2024, before me personally appeared Al Rakati, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the Manager of 22 Redwood, LLC (Grantor above), and that said document was signed by him/her on behalf of said limited liability company by Authority of its Members.

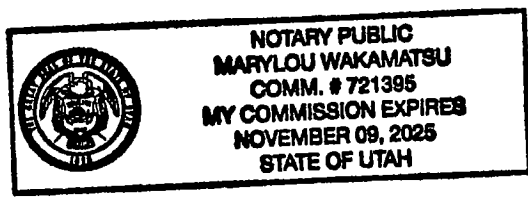
[Signature]
Notary Public



STATE OF UTAH)
) ss.
COUNTY OF Utah)

On this 4 day of October, in the year 2024 before me personally appeared John D. Hadfield, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the Manager of 22 Redwood, LLC (Grantor above), and that said document was signed by him/her on behalf of said limited liability company by Authority of its Members.

[Signature]
Notary Public



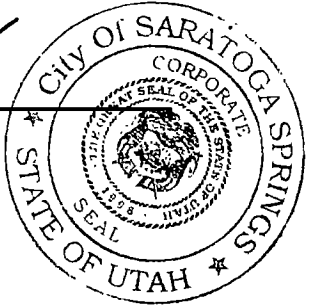
GRANTEE:

City of Saratoga Springs, Utah

Mark J. Christensen
City Manager *Mark J. Christensen*

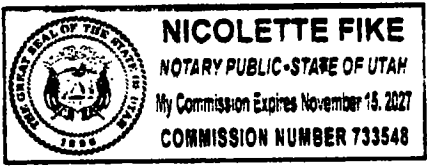
ATTEST:

Mei St. JB
City Recorder



STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 7 day of October, 2024, personally appeared before me *Mark J. Christensen* who being by me duly sworn, did say that s/he is the City Manager of the City of Saratoga Springs, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City and said *Mark J. Christensen* acknowledged to me that the City executed the same.



Mei St. JB
NOTARY PUBLIC

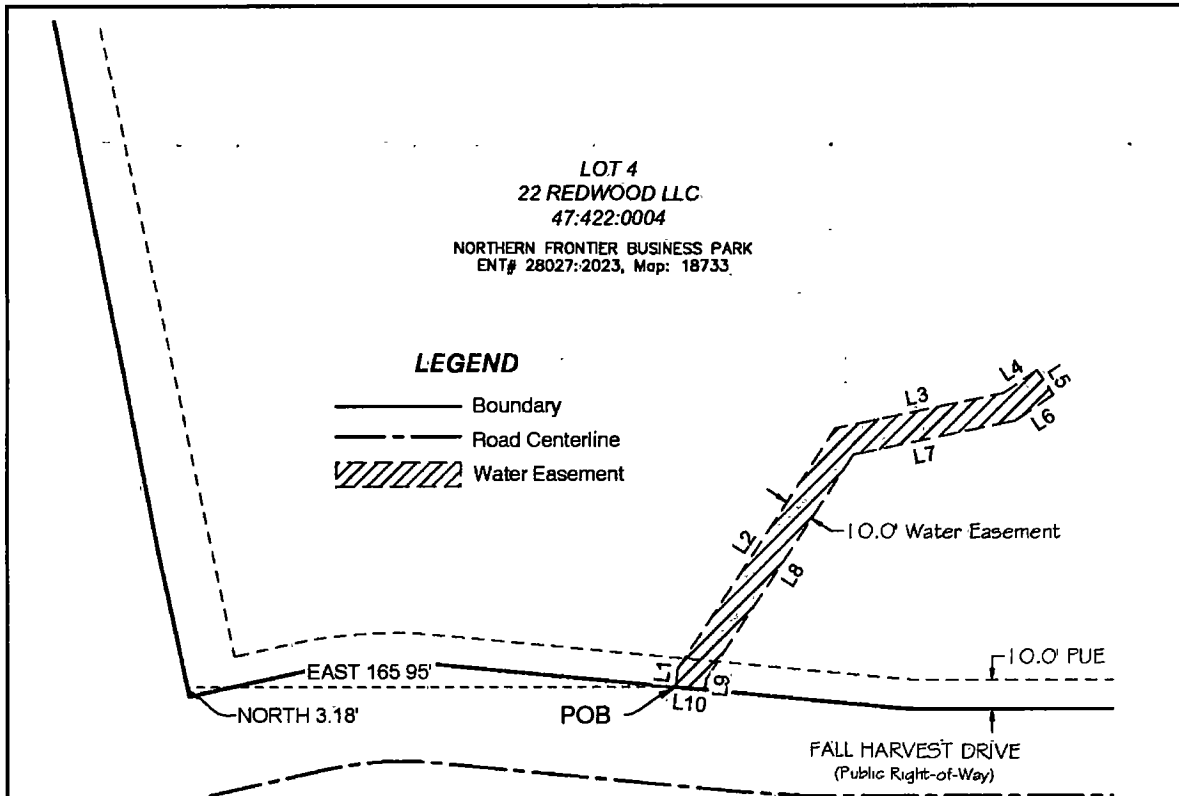
Exhibit "A"**DESCRIPTION AND DEPICTION OF EASEMENT AREA**

A water easement being a part of Lot 4 Northern Frontier Business Park Subdivision Plat with Entry No. 28027:2023 Map: 18733 recorded on May 03, 2023 on file in the Utah County Recorder's Office, located in the Northwest Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian. Said water easement being described as follows.

Beginning at a point on the southerly line of said Lot 4 Northern Frontier Business Park Subdivision Plat, which is 3.18 feet North and 165.95 feet East from the Southwest Corner of said Lot 4; said point also being 804.54 feet S.89°55'02"W. along the North Section Line and 1,205.05 feet South from the North Quarter Corner of said Section 11; thence N.05°28'14"E. 6.24 feet; thence N.33°15'58"E. 97.88 feet; thence N.78°15'58"E. 58.30 feet; thence N.55°45'58"E. 13.75 feet; thence S.34°14'02"E. 10.00 feet; thence S.55°45'58"W. 15.74 feet; thence S.78°15'58"W. 56.15 feet; thence S.33°15'58"W. 91.27 feet; thence S.05°28'14"W. 3.76 feet to the southerly line of said Lot 4; thence N.84°31'46"W. 10.00 feet along said southerly line to the **Point of Beginning**.

The above-described easement contains 1,716 Sq Ft., in area or 0.039 acre, more or less.

BASIS OF BEARING: S. 89°55'02" W. along the Section line per said Northern Frontier Business Park Subdivision Plat between the North Quarter Corner and the Northwest Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian.



LINE TABLE		
LINE #	LENGTH	BEARING
L1	6.24	N5° 28' 14"E
L2	97.88	N33° 15' 58"E
L3	58.30	N78° 15' 58"E
L4	13.75	N55° 45' 58"E
L5	10.00	S34° 14' 02"E
L6	15.74	S55° 45' 58"W
L7	56.15	S78° 15' 58"W
L8	91.27	S33° 15' 58"W
L9	3.76	S5° 28' 14"W
L10	10.00	N84° 31' 46"W

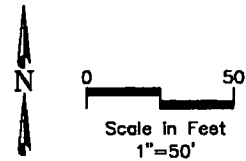


EXHIBIT "B"


22 Redwood LLC Water Easement	PREPARED BY:  10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095 Phone. 435-503-7641
Assessor Parcel No: 47:422:0004	
Part of the Northwest and Quarter Sec. 11, T.5S., R.1W., S.L.B.&M.	
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Exhibit "B"
GRANTOR'S LAND

**LOT 4, NORTHERN FRONTIER BUSINESS PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF
ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE.**