


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



ENT 8321:2014 PG 1 of 6
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Feb 06 9:58 am FEE 0.00 BY SS
RECORDED FOR SARATOGA SPRINGS CITY

PARCEL I.D. #: 58-032-0136

IRRIGATION AND STORM DRAINAGE PIPELINE EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Utah Valley Turf Farm Limited Partnership (“Grantor”) hereby grants and conveys to the City of Saratoga Springs, a body politic of the State of Utah (“Grantee”), (a) a ten (10) foot wide perpetual non-exclusive easement to construct, maintain, operate, repair, inspect, protect, install, remove, and replace an underground pressurized irrigation water pipeline under and through the portion of the Grantor’s land described in Exhibit A, attached hereto and incorporated herein (the “Water Line Easement Area”); and (b) a ten (10) foot wide perpetual non-exclusive easement to construct, maintain, operate, repair, inspect, protect, install, remove, and replace an underground storm drainage pipeline under and through the portion of the Grantor’s land described in Exhibit B, attached hereto and incorporated herein (the “Storm Drainage Easement Area”). The Water Line Easement Area and the Storm Drainage Easement Area are collectively referred to herein as the “Easement Area.” The pressurized irrigation water pipeline, the storm drainage pipeline and associated facilities are collectively referred to herein as the “Facilities.”

TO HAVE AND TO HOLD the same unto the said Grantee so long as the irrigation water pipeline and the storm drainage pipeline shall be maintained and operated on the Easement Area. Grantee shall have the reasonable right to access the Easement Area over any paved access drives and/or parking areas located on Grantor’s adjacent property, over any unimproved common areas or land to the extent necessary for access to the Easement Area, and over any improved common areas or land so long as GRANTEE restores such land to its original or better condition.

SUBJECT TO: (a) current taxes and assessments, reservations, easements, rights of way, covenants, conditions, restrictions, zoning matters, liens, and encumbrances which are (i) of record, and (ii) enforceable at law or in equity; and (b) any items or matters that would be disclosed by an accurate and complete survey and/or physical inspection of the premises.

GRANTEE’S RIGHT to use the Easement Area shall be subject to the following, which shall be deemed contractual obligations of the Grantee, and material covenants, conditions, and restrictions running with the Easement Area, and which upon the recordation of this instrument or the use of the Easement Area by Grantee shall be deemed agreed and acknowledged to by Grantee: (a) Grantee, and its successors and assigns, contractors, agents, servants, and employees (“Grantee’s Parties”) shall enter and use the Easement Area at their sole risk, and Grantee hereby releases Grantor from any claims relating to the condition of the Easement Area by Grantee and any entity. (b) Grantee shall properly design, install, construct, maintain and repair the Facilities located on the

Easement Area. (c) All Facilities shall be located underground (except for any manholes) and only under and across such portion of the Easement Area as may be hereafter selected by Grantee. (d) If any fence or barrier to Grantor's property is disturbed as a result of Grantee's activities on the Easement Area, Grantee will place a temporary fence on Grantor's property to prevent unauthorized access onto Grantor's property. (e) Grantee shall take all necessary acts and precautions to prevent any loss, damage, harm, or injury to any person or property on the Easement Area or Grantor's adjacent property that may arise from the use of the Facilities or activities on the Easement Area. (f) If any irrigation system on Grantor's property is disturbed by Grantee, or Grantee's Parties, Grantee shall immediately repair such irrigation system to ensure that the adjacent property of Grantor is properly irrigated. (g) Grantee shall ensure continual and uninterrupted pedestrian access to Grantor's adjacent property. (h) Grantee shall repair any portion of the Easement Area or Grantor's adjacent property damaged in the prosecution of any work by Grantee or Grantee's Parties or use of the Facilities, and shall otherwise restore the surface condition to the same or better condition that it was in prior to such work by Grantee or Grantee's Parties. (i) The prevailing party in any legal proceedings shall be entitled to its reasonable attorneys' fees and costs from the other party.


Grantor retains the right to use the Easement Area for any and all purposes not inconsistent with the purpose for which the above easements are granted to Grantor, including, but not limited to, the right to place asphalt, curbs, gutters, sidewalks, walkways, landscaping, trees, shrubs, utilities and other improvements on the Easement Area; provided, however, Grantor shall not have the right to construct any permanent buildings or structures on the Easement Area without the prior consent of Grantee. It is represented and acknowledged that a paved access drive, parking areas, and landscaped areas will be placed and located over the Easement Area. Notwithstanding the placement of the private drive, no public rights are granted herein to use the private drive and the existence of the private drive over the Easement Area shall not be constructed or intended to be a public dedication of the private drive or the surface of the Easement Area.

Grantee hereby agrees to allow Grantor to connect into the Facilities as well as any utilities stubbed into Grantor's property surrounding the property known as the Gateway at Saratoga Springs subdivision plat insofar as said utility lines have sufficient capacity to handle Grantor's future request to connect and Grantor pays all connection and impact fees that are imposed on development activity within the City.

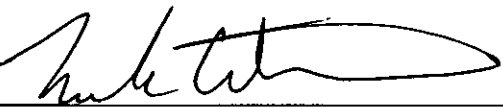
This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the Grantor and the successors and assigns of the Grantee, and may be assigned in whole, but not in part, by Grantee.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Irrigation and Storm Drainage Pipeline Easement this 10 day of February, 2014

GRANTOR: Utah Valley Turf Farm Limited Partnership

By: 
Name (Print): Mark Horne
Title: Trustee of W. Horne Revocable Trust, G.P.

GRANTEE: Saratoga Springs City

By: 
Name (Print): Mark Christensen
Title: City Manager

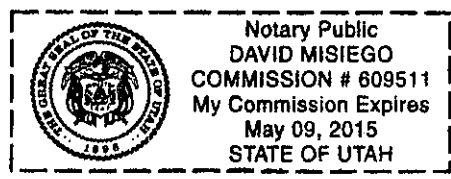
STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 3 day of January, 2014, personally appeared before me Mark Horne, for and in behalf of Utah Valley Turf Farm Limited Partnership, 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.

My Commission Expires: 05/09/2015

David Misiego
Notary Public

Residing In: Provo, UT



STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 10 day of February, 2014, personally appeared before me MARK CHRISTENSEN, for and in behalf of Saratoga Springs City, 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.

My Commission Expires: 12-2-15

Loria Yates
Notary Public

Residing In: Utah County



Exhibit A**PRESSURIZED IRRIGATION WATERLINE EASEMENT LEGAL DESCRIPTION
ALONG THE SOUTH SIDE OF SR-73**

A waterline easement located in a portion of the NW1/4 of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S0°19'58"W along the ¼ Section line 1,460.72 feet and West 375.48 feet from the North ¼ Corner of Section 14, T5S, R1W, S.L.B.& M.; thence S0°06'55"E 10.00 feet; thence S89°46'00"W 78.82 feet; thence N87°20'00"W 173.24 feet; thence N84°45'00"W 220.42 feet; thence N89°08'00"W 406.78 feet; thence N89°50'00"W 469.15 feet; thence N0°10'00"E 10.00 feet; thence S89°50'00"E 469.21 feet; thence S89°08'00"E 407.22 feet; thence S84°45'00"E 220.58 feet; thence S87°20'00"E 172.76 feet; thence N89°46'00"E 78.58 feet to the point of beginning.

Exhibit B**STORM DRAINAGE EASEMENT LEGAL DESCRIPTION
ALONG THE WEST SIDE OF SR-68 (REDWOOD ROAD)**

A 20.00 foot wide drainage easement located in a portion of the NW1/4 of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located N89°39'12"W along the lot line 6.44 feet from the southeast corner of Lot 2, Plat "A", GATEWAY AT SARATOGA SPRINGS Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder, said point is also located S0°19'58"W along the ¼ Section line 1,734.92 feet and West 48.85 feet from the North ¼ Corner of Section 14, T5S, R1W, S.L.B. & M.; thence S0°45'30"E 354.86 feet; thence S0°07'00"E 569.46 feet, more or less, to the south line of the NW1/4 of said Section 14; thence N89°35'10"W along said line 20.00 feet; thence N0°07'00"W 569.16 feet; thence N0°45'30"W 355.14 feet; thence S89°39'12"E 20.00 feet to the point of beginning.