

Easements Page 1 of 11
 Russell Shirts Washington County Recorder
 10/27/2017 08:54:41 AM Fee \$0.00 By STATE
 OF UTAH SCHOOL AND INSTITUTIONAL TRUST
 LANDS ADMINISTRATION

When Recorded Return to:
 Ms. Alexa Wilson
 Stat of Utah, SITLA
 675 East 500 South, Suite 500
 Salt Lake City, Utah 84102

ESMT 2149

Beneficiary: School

ENTRY FEATURE EASEMENT

THIS ENTRY FEATURE EASEMENT is entered into effective October 26, 2017, 2017, by and between the STATE OF UTAH, through the SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION ("Grantor"), 675 East 500 South, Suite 500, Salt Lake City, Utah 84102, and the SIENNA HILLS COMMUNITY ASSOCIATION ("Grantee"), c/o School and Institutional Trust Lands Administration, 675 East 500 South, Suite 500, Salt Lake City, Utah 84102.

Recitals

A. Grantor is the owner of certain lands located in Washington City, Washington County, Utah that are managed as state trust lands. These lands are currently being developed as a master-planned community (the "Sienna Hills Development").

B. Certain entry features (the "Entry Features") have been constructed or will be constructed on lands within the Sienna Hills Development, as more particularly described in Exhibit A and generally depicted in Exhibit B (the "Easement Lands"). Grantee has been maintaining the Entry Features. The parties now desire to grant an easement to Grantee for purposes of accessing, constructing and maintaining the Entry Features.

Easement

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement; Purpose. Grantor hereby grants and conveys to Grantee, Grantee's successors and assigns, Grantee's contractors, employees and agents, a perpetual easement over the Easement Lands for the purpose of the construction, access, maintenance, and repair of Entry Features. Grantee shall own any Entry Features it constructs on the Easement Lands, and Grantor hereby assigns any interest it may have in the existing Entry Features on the Easement Lands.

2. Non-Exclusive Right. It is expressly understood and agreed that the right herein granted is non-exclusive and Grantor hereby reserves the right to issue other non-exclusive easements or leases on or upon the Easement Lands where such uses are appropriate and compatible.

3. Entry Features. The construction (if applicable) and maintenance of the Entry Features shall be at no cost to Grantor. Grantee shall pay all costs associated therewith.

4. Consent to Suit in Utah Courts. Grantor and Grantee consent to suit solely in the courts of the State of Utah in any dispute arising under this Easement or as a result of operations carried on under this Easement.

5. Assignment of Easement Subject to Consent. The acquisition or assumption by another party under an agreement with Grantee of any right or obligation of the Grantee under this Easement shall be ineffective as to grantor unless and until Grantor shall have been notified of such agreement and shall have recognized and approved the same in writing, which shall be granted at Grantor's sole discretion, and in no case shall such recognition or approval: (i) operate to relieve the Grantee of the responsibilities or liabilities assumed by the Grantee hereunder; or (ii) be given unless such other party is acceptable to Grantor as a grantee, and assumes in writing all of the obligations of the Grantee under the terms of this Easement.

6. Prevention of Fire. Grantee shall at all times observe reasonable precautions to prevent fire on the Easement Lands and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on said Easement Lands proximately caused by Grantee, its servants, employees, agents, assignees or licensees which necessitates suppression action by the State Forester or any other government entity incurring supplemental costs, Grantee agrees to reimburse Grantor for the cost of such fire suppression action.

7. No Waste. Grantee, in exercising the privileges granted by this Easement, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the operations covered by this Easement. Grantee shall neither commit nor permit any waste on the Easement Lands. Grantee shall take reasonable precautions to prevent pollution or deterioration of lands or water which may result from the exercise of the privileges granted pursuant to this Easement.

8. Liability. Grantee assume liability for and agrees to indemnify Grantor for and against any and all liability, including attorney's fees, of any nature imposed upon, incurred by, or asserted against Grantor which in any way relates to or arises out of the activity or presence upon the Easement Lands of Grantee, its servants, employees, agents, assignees, or invitees, unless such liability is caused by Grantee's sole negligence.

9. Treasure-trove and Articles of Antiquity. It is hereby understood and agreed that all treasure-trove, all articles of antiquity, and critical paleontological resources in or upon the

Easement Lands are and shall remain the property of the State of Utah. Grantee further agrees to cease all activity on the Easement Lands and immediately notify Grantor and the State of Utah, through the School and Institutional Trust Lands Administration if any discovery of human remains or a "site" or "specimen," as defined in Section 9-8-302 or 63-73-1 Utah Code Annotated (1953), as amended, is made on the Easement Lands, and continue to cease all construction or maintenance therein until such time as the human remains, "site" or "specimen" in question has been treated to the satisfaction of the State of Utah, through the School and Institutional Trust Lands Administration.

10. Insurance. Grantee shall carry liability insurance covering bodily injury, loss of life or property damage arising out of or in any way related to Grantee's activities on the Easement Lands. Grantee shall carry a policy for claims with limits of no less than \$1,000,000.00 for one person in any one occurrence and an aggregate amount of \$2,000,000.00 for two or more persons in any one occurrence. The insurance may be in the form of blanket liability coverage so long as such blanket policy does not act to reduce the limits or diminish the coverage required hereunder. Grantee's liability or the coverage limits required by this Easement shall not be reduced by any insurance held by Grantor or any of the lessees, permittees or assigns thereof.

11. Termination for Noncompliance. In the event of a default or breach of any of the terms of this Easement by the parties, the non-defaulting party shall provide the defaulting party with written notice of the default and shall provide the non-defaulting party with thirty (30) days from the date of the notice to remedy the default or such time as is reasonably required to remedy the default. In the event the Grantee does not remedy the default in the 30-day time period set forth in the written notice, or such longer time as granted in Grantor's sole discretion, Grantor may terminate this Easement. Such termination shall be effective upon Grantor's giving written notice. Upon receipt of such notice, Grantee shall immediately surrender possession of the Easement Lands to Grantor and any improvements thereon, in Grantor's discretion, shall be forfeited and become the property of Grantor. In addition, the parties may exercise any other right or remedy they may have at law or equity.

12. Notice. Any notice contemplated herein to be served upon Grantee shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, to the address heretofore set forth.

13. Liens. Grantee shall not suffer or permit to be enforced against the Easement Lands or any part thereof, and shall indemnify and hold Grantor harmless for, from, and against (i) any mechanics', materialman's, contractor's, or subcontractor's liens arising from; and (ii) any claim for damage growing out of the work of, any construction, repair, restoration, replacement, or improvement done by or on behalf of Grantee on the Easement Lands. Grantee shall pay or cause to be paid all of such liens, claims, or demands before any action is brought to enforce the same against the Easement Lands. If Grantee shall in good faith contest the validity of any such lien, claim, or demand, then Grantee shall, at its expense, defend itself and Grantor and any of the lessees and assigns thereof against the same and shall pay and satisfy any adverse judgment that

may be rendered thereon prior to execution thereof and in the event of any such contest Grantee shall at the request of Grantor provide such security and take such steps as may be required by law to release the Easement Lands from the effect of such lien.

14. Utah Law Applies, Successors and Assigns. This Easement shall be interpreted and governed by the laws of the State of Utah and the provisions hereof shall inure to and be binding upon the successors and assigns of each party.

15. No Warranty of Title. Grantor does not warrant to Grantee the validity of title to the Easement Lands. Grantee shall have no claim for damages or refund against Grantor for any claimed failure or deficiency of Grantor's title to said lands or for interference by any third party.


16. Right to Inspect. Grantor reserves the right to inspect the Easement Lands at any time and recall Grantee for correction of any violations of stipulations contained herein. If Grantee fails to correct such violations within a reasonable time Grantor may, after thirty (30) days written notice, re-enter and terminate this Easement.

17. Covenant Running with the Land. The grant and other provisions of this Easement shall constitute a covenant running with the land, and shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns, all of which persons may enforce any obligation created by this Easement.

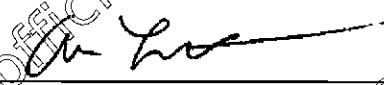
18. No Waiver. No waiver of conditions by Grantor of any default of Grantee or failure of Grantor to timely enforce any provisions of this Easement shall constitute a waiver of or constitute a bar to subsequent enforcement of the same or other provisions of this Easement. No provision in this Easement shall be construed to prevent Grantor from exercising any legal or equitable remedy it may otherwise have.

IN WITNESS WHEREOF, the parties have entered into this Easement.


GRANTOR: STATE OF UTAH, SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

By: 
Its: Assistant Director

GRANTEE: SIENNA HILLS COMMUNITY ASSOCIATION

By: 
Its: President

**APPROVED AS TO FORM
SEAN D. REYES
ATTORNEY GENERAL**

BY: 
Special Assistant Attorney General

STATE OF UTAH)

COUNTY OF SALT LAKE)

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On the 26th day of October, 2017, personally appeared before me Rodger Mitchell, who being duly sworn did say that s/he is the Associate Director of Rodger Mitchell, and authorized to execute the above instrument.

Alan Russell Roe
My commission expires: 05/06/21

Notary Public, residing at: Salt Lake County



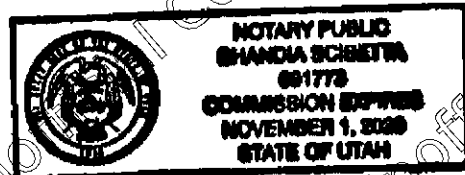
STATE OF UTAH)

COUNTY OF Washington)

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On the 26th day of October, 2017, personally appeared before me Bonnie Lamberton, who being duly sworn did say that s/he is the President of Sierrita Community Association, and authorized to execute the above instrument.

[Signature]
My commission expires: 11-1-2020



Notary Public, residing at: Washington County, UT

Exhibit A

Legal Description of Easement Lands

Entry Sign Easement #2 (Open Space E.F.)

Beginning at a point which is North 01°05'21" East 122.32 feet along the Center Section line and North 90°00'00" East 405.80 feet from the South Quarter corner of Section 12, Township 42 South, Range 15 West, of the Salt Lake Base and Meridian, said point also being on the Easterly boundary of Purple Rock Trail; running thence North 09°47'10" East 45.50 feet to a point on the Southerly boundary of Grapevine Crossing Road recorded on February 27, 2007 as Document No. 20070010006 in the office of the Washington County Recorder, in said County, State of Utah, thence along said boundary for the following two (2) courses; said point also being on the arc of a 25.00 foot radius curve to the right, thence Northeasterly 5.02 feet along the arc of said curve through a central angle of 11°30'33", the chord of which bears North 84°37'06" East for a distance of 5.01 feet to a point of tangency, thence South 89°37'38" East 55.35 feet, thence South 00°22'22" West 12.00 feet, thence North 89°37'38" West 32.80 feet, thence South 40°42'41" West 27.33 feet, thence South 09°47'10" West 15.21 feet, thence North 80°12'50" West 15.00 feet to the point of beginning.

Section 12: Contains 1,408 sq.ft. or 0.03 acres.

Entry Sign Easement #4 (Parcel 12A)

Beginning at a point which is South 00°54'18" West 962.16 feet along the Center Section line and North 90°00'00" East 354.86 feet from the North Quarter corner of Section 13, Township 42 South, Range 15 West, of the Salt Lake Base and Meridian, said point also being on the Southerly boundary of Ridge View Drive recorded on February 27, 2007 as Document No. 20070010007 in the office of the Washington County Recorder, in said County, State of Utah; running thence along said boundary South 88°58'52" East 3.00 feet to a point on the Westerly boundary of Sienna Hills Parcel 12A recorded on June 14, 2006 as Record of Survey RS004201-06 in the office of the Washington County Recorder, in said County, State of Utah, thence along said boundary for the following three (3) courses; South 31°01'08" West 29.00 feet, thence South 01°01'08" West 39.11 feet, thence North 88°58'52" West 13.50 feet to a point on the Easterly boundary of Washington Parkway recorded on July 05, 2006 as Document No. 20060029317 in the office of the Washington County Recorder, in said County, State of Utah, thence along said boundary for the following two (2) courses; North 01°01'08" East 39.23 feet to a point on the arc of a 25.00 foot radius curve to the right, thence Northeasterly 39.27 feet along the arc of said curve through a central angle of 90°00'00", the chord of which bears North 46°01'08" East for a distance of 35.36 feet to a point of tangency, said point also being the point of beginning.

Section 13: Contains 915 sq.ft. or 0.02 acres.

Entry Sign Easement #8 (Parcel 148)

Beginning at a point which is North 00°54'18" East 2434.35 feet along the Center Section line and North 90°00'00" East 374.53 feet from the South Quarter corner of Section 13, Township 42 South, Range 15 West, of the Salt Lake Base and Meridian to a point on the Easterly boundary of Washington Parkway recorded on July 05, 2006 as Document No. 20060029317 in the office of the Washington County Recorder, in said County, State of Utah; running thence along said boundary North 04°36'52" West 45.53 feet to a point on the Southerly boundary of future Red Stone Road; running thence along said boundary for the following two (2) courses; said point also being on the arc of a 25.00 foot radius curve to the right, thence Northeasterly 39.27 feet along the arc of said curve through a central angle of 89°59'59", the chord of which bears North 40°23'07" East for a distance of 35.36 feet to a point of tangency, thence North 85°23'06" East 41.64 feet, thence South 04°36'52" East 4.00 feet, thence South 32°56'02" West 83.91 feet, thence South 85°23'06" West 15.50 feet to the point of beginning.

Section 13: Contains 2,865 sq.ft. or 0.07 acres.

Exhibit B

Depiction of Easement Lands

