



ENT 111217:2022 PG 1 of 13
 ANDREA ALLEN
 UTAH COUNTY RECORDER
 2022 Oct 20 10:11 am FEE 0.00 BY TM
 RECORDED FOR SARATOGA SPRINGS CITY

EASEMENT

ESMT No. 2541
 Beneficiary: SCH

THIS EASEMENT AGREEMENT (“**Agreement**”) is made and entered into December 19, 2022, by the State of Utah, through the School and Institutional Trust Lands Administration, 675 East 500 South, Suite 500, Salt Lake City, Utah 84102 (“**Grantor**”), and the City of Saratoga Springs, a Utah municipal corporation, 1307 N. Commerce Drive, Suite 200, Saratoga Springs, Utah 84045 (“**Grantee**”).

RECITALS

A. Grantor is the owner of certain lands situated in Utah County, Utah more particularly described in Exhibit A and depicted on Exhibit A-1 (the “**Subject Property**”).

B. Grantor and Grantee have entered into that certain Foothill and Grandview Boulevard Dedication, Easement, License Agreement and Certificate of Sale No. 27084, which is executed on the same date as this Agreement (“**Road Dedication Agreement**”).

C. Grantee desires to install municipal utilities, drainage and access facilities (the “**Improvements**”) on the Subject Property which will service various land within the City of Saratoga Springs, including lands owned by Grantor.

D. Grantee has agreed to assume all engineering, mobilization and construction costs associated with the installation of the Improvements.

E. The Improvements benefit lands owned by Grantor and allows them to be developed in the future.

EASEMENT

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee an easement over the Subject Property, which easement shall only be for the construction, operation, maintenance, repair and replacement of the Improvements. This Agreement is subject in all respects to the terms and conditions of the Road Dedication Agreement.

2. **Term.** The term of the easement shall begin on the date first set forth herein and is issued for a perpetual term or until this Agreement is terminated pursuant to the terms herein or if the Improvements is no longer necessary or in service or rendered useless due to lack of proper maintenance.

3. **Construction of Improvements; Costs and Expenses.** All construction, maintenance and repair of the Improvements shall be in a first class workmanlike manner, and in accordance with the requirements of any and all laws, ordinances and regulations applicable thereto. Grantee shall pay or cause to be paid all costs and expenses in connection with the construction, operation, repair, replacement, and maintenance of the Improvements, and hold Grantor harmless from any and all liability (including expenses for attorney's fees) which may arise from the construction, operation, and maintenance of said Improvements. Construction of the Improvements shall be materially completed on or before that date which is two (2) years from the date first set forth in this Agreement. Failure of Grantee to complete the construction in such time period shall constitute a default under this Agreement.

4. **Approval of Plans.** Prior to beginning construction on the Improvements, Grantee shall submit engineering plans and specifications and other relevant plans associated with the construction of the Improvements to Grantor for Grantor's written approval, which approval shall not be unreasonably withheld.

5. **Assignment of Agreement.** This Agreement and the rights granted under the Agreement may be not assigned by Grantee without the written consent of Grantor, which consent shall not be unreasonably withheld. The acquisition or assumption by another party under an agreement with Grantee of any right or obligation of Grantee under this Agreement 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, and in no case shall such recognition or approval operate to relieve Grantee of the responsibilities or liabilities assumed by Grantee hereunder without Grantor's express written release thereof and the succeeding party assumes in writing all of the obligations of Grantee under the terms of this Agreement as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as Grantor deems necessary.

6. **Relocation of Improvements.** Grantor reserves the right to relocate or modify the location of the Improvements, in whole or in part, as may be necessary to accommodate construction issues that may arise during development of lands in the vicinity of the Subject Property. Such relocation shall be at Grantor's cost and shall provide Grantee with reasonably similar access as required pursuant to this Agreement and ordinances of the City of Saratoga Springs.

7. **Compliance with Existing Laws, No Waste, Pollution Prevention.** Grantee, in exercising the privileges granted by the Agreement, shall comply with the provisions of all valid federal, state, county, and municipal laws, ordinances, and regulations which are applicable to the Subject Property. Grantee shall neither commit nor knowingly permit any waste on the Subject

Property. Grantee shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this Agreement. Grantee shall comply with applicable industry standards and practices in constructing, operating and maintaining the Improvements.

8. Treasure-trove and Articles of Antiquity. It is hereby understood and agreed that all treasure-trove, all articles of antiquity, and archaeological and critical paleontological resources in or upon the Subject Property are and shall remain the property of the State of Utah. Grantee agrees comply with Utah Administrative Code R850-16 et seq., to cease all activity on the Subject Property and immediately notify Grantor 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 Subject Property, until such time as the human remains, "site" or "specimen" in question has been treated to the satisfaction of Grantor.

9. Non-Exclusive Right. The right granted herein is non-exclusive and Grantor reserves the right to issue other non-exclusive licenses, easements, leases, or permits on or across the Subject Property where such uses are appropriate and compatible with the operation and maintenance of the Improvements, or to dispose of the property by sale or exchange subject to this Agreement.

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 the Improvements and/or Grantee's activities on the Subject Property. Grantee shall be self-insured for claims under \$250,000.00 and carry a policy for other claims with limits of no less than (i) \$1,500,000.00 for one person in any one occurrence and (ii) \$2,500,000.00 aggregate amount 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 Agreement shall not be reduced by any insurance held by Grantor, or any of the lessees, permittees or assigns thereof., and is in no way a limit on the amount of coverage. All policies must name Grantor as an additional insured and waive all rights of subrogation against Grantor.

11. Negligent Acts. Grantor and Grantee shall each be responsible for its own negligent acts which it commits or which are committed by its agents, officials or employees. Nothing in this Agreement limits, restricts or waives any of the Governmental Immunity Act provisions as they may apply to Grantor or Grantee.

12. Termination for Noncompliance. In the event of a default or breach of any of the terms of this Agreement by the Grantee, Grantor may provide Grantee with written notice of the default and 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 is reasonably required in Grantor's reasonable discretion, Grantor may terminate this Agreement. Termination shall be effective upon Grantor's giving written notice. Upon receipt of such notice, Grantee shall

immediately surrender possession of the Subject Property to Grantor and all improvements on the Subject Property shall, at Grantor's discretion, be forfeited and become the property of Grantor. All requirements in this section survive termination. In addition, Grantor may exercise any other right or remedy it may have at law or equity.

13. 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. Grantee represents that it has notified the other existing interest holders of rights to the Subject Property, as set forth on Exhibit B attached hereto, of Grantee's rights and plans hereunder. Grantee represents that the location and construction of the Improvements will not unreasonably interfere with or cause damage to such other existing users.

14. Liens. Grantee shall not suffer or permit to be enforced against the Subject Property 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 Subject Property. 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 Subject Property. 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 Subject Property from the effect of such lien.

15. Fire Prevention. Grantee shall at all times observe reasonable precautions to prevent fire on the Subject Property and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on the Subject Property or adjacent lands proximately caused by Grantee which necessitates suppression action that incurs cost, Grantee shall pay for such costs.

16. Utah Law Applies, Successors and Assigns; No Third Party Beneficiaries. This Agreement 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. There are no intended third party beneficiaries to this Agreement.

17. No Warranty of Title. Grantor does not warrant to Grantee the validity of title to the Subject Property. Grantee shall have no claim for damages or refund against Grantor associated with the pending litigation, for any claimed failure or deficiency of Grantor's title to the Subject Property, or for interference by any third party.

18. Right to Inspect. Grantor reserves the right to inspect the Subject Property at any time.

19. Covenant Running with the Land. The grant and other provisions of this Agreement 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 Agreement.

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

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties have entered into this Easement Agreement 2541 on the day first set forth above.

GRANTOR: STATE OF UTAH
SCHOOL AND INSTITUTIONAL
TRUST LANDS ADMINISTRATION

By: *Michelle E. McConkie*
Name: *Michelle E. McConkie, Director*
Title:

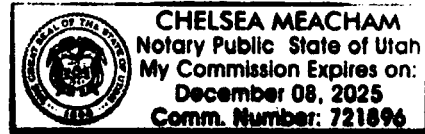
APPROVED AS TO FORM

By: *[Signature]*
Special Assistant Attorney General

STATE OF UTAH)
) : SS
COUNTY OF SALT LAKE)

On the *5th* day of *October*, 2022, personally appeared before me Michelle McConkie, who being duly sworn did say that she is the Director of the State of Utah School and Institutional Trust Lands Administration, and authorized to execute the above instrument.

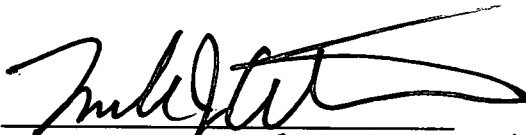
[Signature]
My commission expires: *12/8/25*



Notary Public, residing at: *Salt Lake City*

IN WITNESS WHEREOF, the parties have entered into this Easement Agreement No 2541 on the day first set forth above.

GRANTEE: THE CITY OF SARATOGA SPRINGS

By: 
Name: MARK CHRISTENSEN
Title: CITY MANAGER

STATE OF UTAH)
) : SS
COUNTY OF UTAH)

On the 19 day of OCTOBER, 2022, personally appeared before me MARK J. CHRISTENSEN, who being duly sworn did say that s/he is the CITY MANAGER of Saratoga Springs, and authorized to execute the above instrument.


My commission expires: 04-12-2024

Notary Public, residing at: Utah County

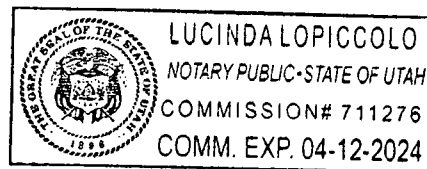


Exhibit A
Legal Description of Municipal Utility and Drainage Easement

TRACT 2

Perpetual Drainage and Access Agreement

A perpetual easement, upon part of an entire tract of property, situate in the North half of the NE1/4 of Section 3, Township 6 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of drainage and access, incident to the construction of Foothill Boulevard, Utah County, State of Utah. The boundaries of said part of an entire tract are described as follows:

Beginning at a point which is 2,364.24 feet S.89°44'31"E. along the Section Line, and 495.46 feet SOUTH from the North Quarter Corner of said Section 3; and running thence N.01°27'56"E. 206.93 feet to a point in a 472.00-foot radius non-tangent curve to the left (Note: Radius bears N.11°00'11"E.); thence easterly 20.12 feet along the arc of said curve (Note: Chord to said curve bears S.80°13'06"E. 20.12 feet, with a Central Angle of 2°26'34") to the southwest corner of Lot 2-3 of Landrock Connection Plat 2; thence S.01°22'33"W. 56.51 feet to the Northwest corner of Lot 3-6 of said Landrock Connection Plat 3; thence S.01°27'56"W. 156.20 feet along the west line of said Lot 3-6 of Landrock Connection Plat 3 to the Southwest corner of said Lot 3-6; thence N.65°03'42"W. 21.80 feet to the point of beginning.

Contains: 4,192 square feet, or 0.096 Acre.

TRACT 6

Municipal Utility Easement

A parcel of land for the creation of a 15-foot-wide public utility easement, situate in the North Half of the Northeast Quarter of Section 3, Township 6 South, Range 1 West, Salt Lake Base and Meridian, the boundaries of said parcel of land are described as follows:

Beginning at a point on the northeasterly line of Foothill Blvd. said point also being 1078.05 feet South 89°44'23" East along the section line from the North Quarter Corner of said Section 3; thence South 89°44'23" East along said section line, 45.24 feet to the beginning of a 2256.00 foot radius non-tangent curve to the left; thence easterly along said curve through a central angle of 4°14'19" an arc distance of 166.89 feet (chord bears South 73°02'11" East, 166.85 feet); thence South 75°09'20" East, 226.48 feet to the beginning of a 1378.11 foot radius non-tangent curve to the right; thence easterly along said curve through a central angle of 10°01'32" an arc distance of 241.14 feet (chord bears South 70°04'21" East, 240.83 feet); thence South 65°03'34" East, 179.36 feet to the beginning of a 35.00 foot radius curve to the left; thence easterly along said curve through a central angle of 89°45'00" an arc distance of 54.83 feet (chord bears North 70°03'56" East, 49.39 feet); thence North 25°11'26" East, 126.99 feet to the beginning of a

1044.97 foot radius curve to the left; thence northerly along said curve through a central angle of $7^{\circ}33'46''$ an arc distance of 137.93 feet (chord bears North $21^{\circ}24'33''$ East, 137.83 feet) to the south line of Lot 1, Rimer Plat Amendment; thence along said south line, South $89^{\circ}44'28''$ East, 15.71 feet to the southeast corner of said Lot 1 and the northwesterly line of Grandview Blvd.; thence along Grandview Blvd. the following four (4) calls: (1) South $17^{\circ}36'28''$ West, 4.32 feet to the beginning of a 1059.97 foot radius curve to the right, (2) southerly along said curve through a central angle of $7^{\circ}34'58''$ an arc distance of 140.28 feet (chord bears South $21^{\circ}23'57''$ West, 140.18 feet), (3) South $25^{\circ}11'26''$ West, 126.99 feet to the beginning of a 50.00 foot radius curve to the right, (4) westerly along said curve through a central angle of $89^{\circ}45'00''$ an arc distance of 78.32 feet (chord bears South $70^{\circ}03'56''$ West, 70.56 feet) to a point on the northeasterly line of Foothill Blvd.; thence along Foothill Blvd. the following four (4) calls: (1) North $65^{\circ}03'34''$ West, 179.36 feet to the beginning of a 1363.11 foot radius curve to the left, (2) westerly along said curve through a central angle of $10^{\circ}01'30''$ an arc distance of 238.50 feet (chord bears North $70^{\circ}04'20''$ West, 238.20 feet), (3) North $75^{\circ}09'20''$ West, 226.47 feet to the beginning of a 2270.00 foot radius curve to the right, (4) westerly along said curve through a central angle of $5^{\circ}19'08''$ an arc distance of 210.83 feet (chord bears North $72^{\circ}29'46''$ West, 210.75 feet), to the point of beginning.
Containing 17,543 sq. ft. or .403 acres more or less

END

Exhibit A-1
Map of Subject Property

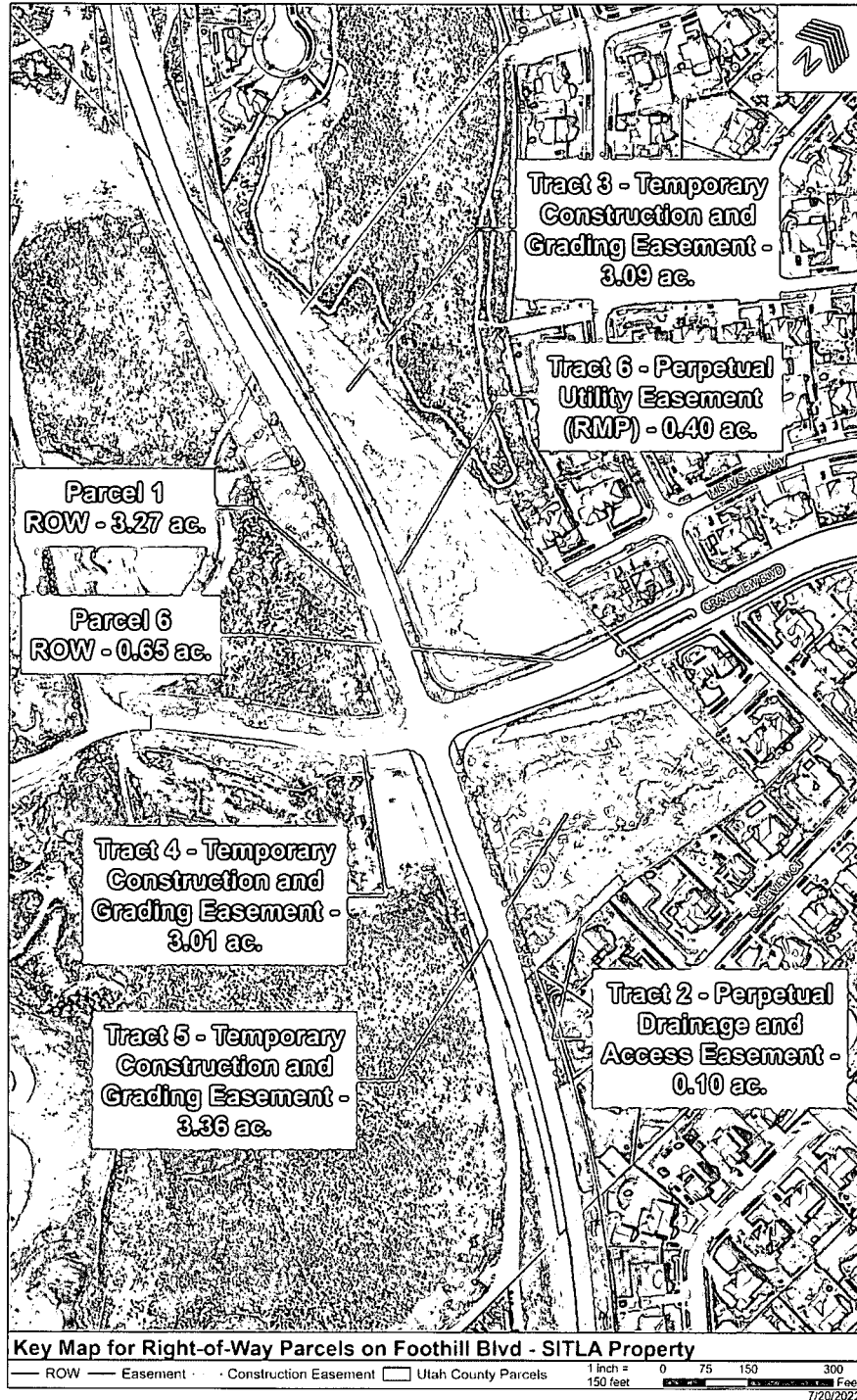


Exhibit B
 Holders of Other Interests

Active Sand & Gravel Contracts

Lease MP 611
 Begin Date March 31, 2018
 Expire Date March 30, 2023
 Administrator Bedingfield, Andy
 Lessee PECK ROCK AND PRODUCTS
 Production Status Primary term
 Description SAND & GRAVEL
 Lease Acres 155.04

Active Other Minerals Contracts

Lease ML 17806
 Begin Date December 31, 1958
 Expire Date December 30, 2024
 Administrator Bedingfield, Andy
 Lessee PABCO BUILDING PRODUCTS, LLC ("PABCO")
 Production Status Producing
 Description CLAY
 Lease Acres 240.00

Active Other Minerals Contracts

Lease ML 46231
 Begin Date December 31, 1993
 Expire Date December 30, 2023
 Administrator Bedingfield, Andy
 Lessee PECK, CLAY & COLE
 Production Status Producing
 Description BUILDING/LIMESTONE
 Lease Acres 120.00

SITLA Active Easements

Lease ESMT 1256
 Begin Date 04/25/2007
 Expire Date

Administrator Herold, Troy
Lessee CITY OF SARATOGA SPRINGS
Production Status Primary term
Description EASEMENT
Detail Water Pipeline Easement
Lease Acres 1.18

SITLA Active Easements

Lease ROW 3135
Begin Date 01/01/1986
Expire Date 12/31/5555
Administrator Bartlett, Scott
Lessee PACIFICORP DBA ROCKY MOUNTAIN POWER
Production Status Primary term
Description RIGHT OF WAY
Detail 12.5 kV distribution line for Western States Energy
Lease Acres 1.28

SITLA Active Easements

Lease ESMT 2297
Begin Date 11/13/2019
Expire Date
Administrator Herold, Troy
Lessee DOMINION ENERGY UTAH, PROPERTY & RIGHT OF WAY
Production Status Primary term
Description DEVELOPMENT EASEMENT
Detail Saratoga Springs Dominion Gas Easement
Lease Acres 1.31

SITLA Active Easements

Lease ESMT 2300
Begin Date 12/18/2019
Expire Date
Administrator Herold, Troy
Lessee CITY OF SARATOGA SPRINGS
Production Status Primary term
Description EASEMENT
Detail Saratoga Springs City for Waterline SLR to Grandview
Lease Acres 0.43

END