



When Recorded, Mail To:

City of Saratoga Springs
Attn: City Recorder
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045

ENT 18680:2025 PG 1 of 11
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Mar 17 12:40 PM FEE 0.00 BY HG
RECORDED FOR SARATOGA SPRINGS CITY

(Space Above for Recorder's Use Only)

UTILITY EASEMENT AND AGREEMENT

This UTILITY EASEMENT AND AGREEMENT (this "**Agreement**") is made and entered into effective as of the 12 day of March, 20 25 (the "**Effective Date**"), by and between JDH Town Center, a Utah corporation/limited liability company ("**Grantor**"), and the CITY OF SARATOGA SPRINGS, a Utah municipal corporation ("**Grantee**").

RECITALS

A. Grantor is the owner of that certain real property located in the City of Saratoga Springs, Utah County, Utah (the "**Grantor Property**").

B. Grantee desires to obtain and Grantor is willing to convey a perpetual utility easement over the Grantor Property subject to the terms and conditions of this Agreement.

C. "Utilities" or "utility" are defined herein to include all utility facilities, lines, conduits, pipes, channels, ponds, ditches, valves, structures, boxes, and other similar transmission and distribution structures and facilities, and all related appurtenances owned and operated by Grantee for the provision of services such as water, secondary water, irrigation water, drinking water, culinary water, storm drainage, storm sewer, sanitary sewer, and sewer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. **Grant of Easement.** Grantor does hereby convey, without warranty, unto Grantee a perpetual easement (the "**Utility Easement**") under and across that portion of the Grantor Property more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "**Utility Easement Area**"). Grantor shall ensure, guarantee, and warrant that no other easements or licenses shall be granted to any other person or entity on, over, or under the Utility Easement Area and that no above or below ground improvements, buildings, or facilities of any kind shall be constructed or maintained on the Utility Easement Area, except as otherwise approved by Grantee in writing. Grantor acknowledges and agrees that the Utilities

will be constructed by Grantor, and then dedicated to Grantee upon acceptance in writing by Grantee.

2. **Access.** Grantee and their agents, servants, employees, consultants, contractors, and subcontractors shall have the rights of ingress and egress to and from the Utility Easement Area, and the right to enter upon the Utility Easement Area solely for the purposes permitted by this Agreement. Grantee shall enter upon the Utility Easement Area at its sole risk and hazard, and Grantee hereby releases Grantor from any and all claims relating to the condition of the Utility Easement Area and the entry upon the Utility Easement Area by Grantee.

3. **Purposes of the Utility Easement.** The purpose of this Utility Easement is to allow Grantee the ability to maintain, repair, and replace the Utilities after Grantee's acceptance in writing. Grantor or its successors, associates, assigns, and agents shall be responsible for the proper and timely construction and installation of the Utility Improvements per Grantee's standards. Upon the proper and timely construction of the Utilities by Grantor and acceptance in writing by Grantee per Grantee's development standards, Grantee, at its sole cost and expense, shall maintain the Utility Improvements in good order and condition, except for repair of the Utilities during the 1-year warranty period per Grantee's development standards, during which time the Utilities shall be maintained and repaired by the Grantor. Grantee shall also have the right to repair, replace, restore, and relocate the Utilities within the Utility Easement Area.

In performing the work permitted by this Agreement, Grantee shall restore the Grantor Property to the same condition prior to Grantee's entry. Notwithstanding the obligations of this Section 3, Grantor recognizes that the nature of the utility improvements may result in the inability of Grantee to fully restore the Grantor Property. So long as Grantee uses its best efforts to fully restore Grantor Property, Grantor waives the right to require strict performance of Grantee's respective restoration requirements under this paragraph.

4. **Notices.** All notices, demands, statements, and requests (collectively, the "Notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the Party to whom the notice is addressed or if such Party is not available the date such notice is left at the address of the Party to whom it is directed, (ii) two business days after the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, (iii) on the date the notice is delivered by a courier service (including Federal Express, Express Mail, Lone Star or similar operation) to the address of the Party to whom it is directed, provided it is sent prepaid, return receipt requested, or (iv) on the date the notice is sent by electronic mail with both a delivery and read receipt received by the sender. The addresses of the signatories to this Agreement are set forth below:

If to Grantor:

John D Hadfield
Managing Member
1450 W 1850 N
Lehi, UT 84043
jhadfield@hadcoconstruction.com

With a copy to:

Austin Cooper
Financial Manager
PO Box 235
Lehi, UT 84043
acooper@jdhdev.com

If to Grantee:

Jeremy Lapin
Public Works Director
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045
jlapin@saratogasprings-ut.gov

With a copy to:

Kevin Thurman
City Attorney
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045
kthurman@saratogasprings-ut.gov

5. Miscellaneous.

5.1. Binding Effect. Except as expressly stated herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as the successors and assigns of such Persons.

5.2. Partial Invalidity. If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

5.3. Captions. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

5.4. Gender. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

5.5. Relationship of the Parties. Nothing contained herein shall be construed to make the parties hereto partners or joint venturers, or render any of such parties liable for the debts or obligations of the other party hereto.

5.6. Amendment. This Agreement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the Parties or their successor and assigns (as determined by the provisions herein).

5.7. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

5.8. **Attorney Fees.** In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

5.9. **Assignment.** Grantee may any time during this Agreement assign its rights and obligations under this Agreement to other public utilities and utility franchisees of Grantee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTOR:

JDH Town Center, LLC,
a Utah corporation/limited liability company

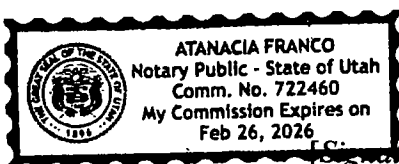
By: [Signature]
Name: John D. Hadfield
Title: Managing Member

STATE OF UTAH)
 Utah :ss
COUNTY OF SALT LAKE)

Before me, John D. Hadfield, of the state and county aforesaid personally appeared before me Atanacia Franco with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Manager of JDH Town Center, LLC a Utah corporation/limited liability company/partnership, and that he/she as such, being authorized so to do, executed the foregoing instrument on behalf of the entity.

My Commission Expires: Feb 26, 2026

Atanacia Franco
Notary Public for Utah



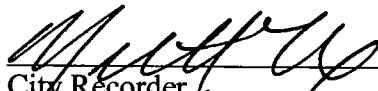
[Signature and acknowledgment to follow]

GRANTEE:

City of Saratoga Springs, a Utah municipal corporation


City Manager Mark J. Christensen

ATTEST:

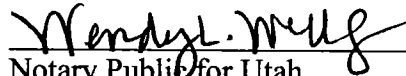

City Recorder Nicolette Fiske



STATE OF UTAH)
 :SS
COUNTY OF UTAH)

Before me, Wendy L. Wells, of the state and county aforesaid personally appeared Mark J. Christensen with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the city manager of The City of Saratoga Springs, a Utah municipal corporation, and that he/she as such, being authorized so to do, executed the foregoing instrument on behalf of the entity.

My Commission Expires: 1.22.28


Notary Public for Utah

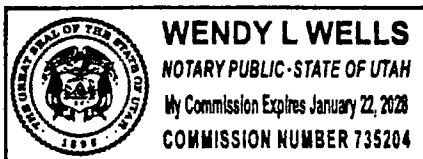


EXHIBIT A

Legal description and depiction of the Utility Easement Area

Future Lot 305

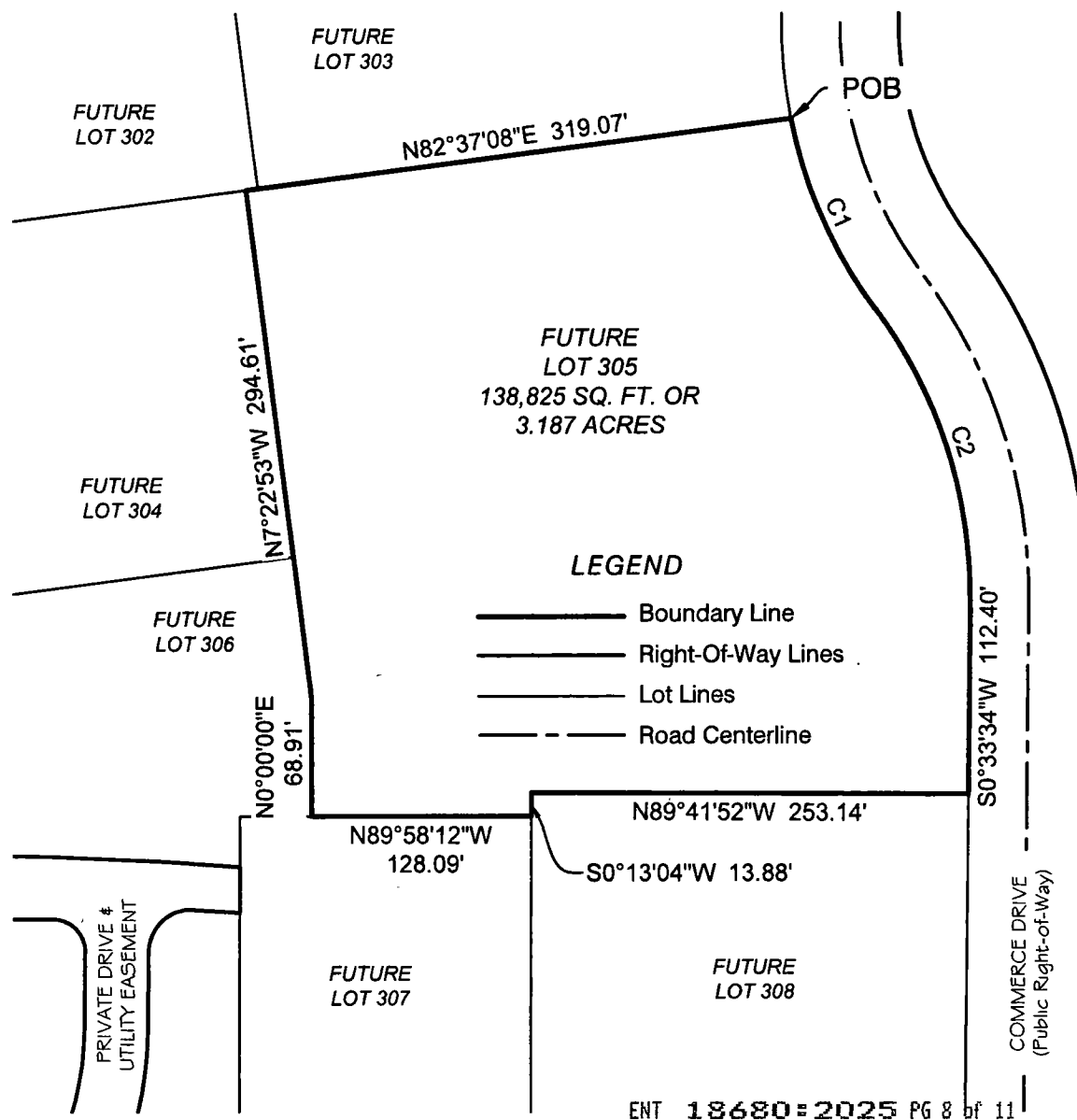
Future Lot 305 being a part of Lot 1 and Lot 2, Saratoga Town Center No. 2 recorded April 10, 2013 as Entry No. 34884:2013 having Map No. 13866 in the Office of the Utah County Recorder. Said Lot is located in the Northeast Quarter of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point on the westerly right-of-way line for Commerce Drive which is 862.83 feet N. 89°51'57" E. along the northerly Section Line of Section 14 and 436.95 feet South from the North Quarter Corner of said Section 14; thence along said westerly right-of-way the following three (3) courses 1) a curve to the left, thence Southeasterly 121.48 feet along the arc of a 275.00 foot radius curve, having a central angle of 25°18'34" (chord bears S.24°05'18"E. 120.49 feet) Radius point bears N.53°15'24"E. to a point of reverse curve 2) to the right having a radius of 275.00 feet and a central angle of 37°18'10"; (chord bears S.18°05'31"E. 175.89 feet) thence Southerly along the arc, a distance of 179.04 feet; 3) S.00°33'34"W. 112.40 feet; thence N.89°41'52"W. 253.14 feet; thence S.00°13'04"W. 13.88 feet; thence N.89°58'12"W. 128.09 feet; thence North 68.91 feet; thence N.07°22'53"W. 294.61 feet; thence N.82°37'08"E. 319.07 feet to the **Point of Beginning**.

The above-described easement contains 138,825 sq. ft. in area or 3.187 acre, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: N. 89°51'57" E. along the Section line between the North Quarter Corner and the Northeast Corner of said Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian as shown on the Saratoga Town Center No. 2 Plat.



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	121.48	275.00	25°18'34"	S24° 05' 18"E	120.49
C2	179.04	275.00	37°18'10"	S18° 05' 31"E	175.89

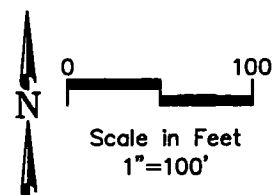


EXHIBIT "B"

Saratoga Town Center No.3
Future Lot 305

Assessor Parcel No:
66:387:0001 & 66:387:0002

Part of the Northeast Quarter
Sec. 14, T.5S., R.1W., S.L.B.&M.

PREPARED BY:



**CIVIL ENGINEERING
+SURVEYING**

10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
Phone: 435-503-7641

March 06, 2025

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Lot 5 – Waterline Easement

A waterline easement being a part of Lot 1 & 2, Saratoga Town Center No. 2 recorded April 10, 2013 as Entry No. 34884:2013 having Map No. 13866 in the Office of the Utah County Recorder. Said easement is located in the North Half of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point on the westerly right-of-way line of Commerce Drive, which is 89.24 feet S. 18°28'36" W. and 202.63 feet S. 06°55'35" E. and 225.00 feet East from the northwesterly corner of said Lot 2 being a point of non-tangency with a 275.00 – foot radius curve to the left, concave easterly (Radius point bears N. 84°03'32" E.); thence Southerly 10.00 feet along the arc of said curve and right-of-way, through a central angle of 02°05'01" (Chord bears S. 06°58'59" E. 10.00 feet); thence S. 82°37'07" W. 24.39 feet; thence along a line non-tangent to said curve, S.82°37'07"W., a distance of 24.39 feet; thence S.60°07'07"W. 38.09 feet; thence S.82°37'07"W. 210.61 feet; thence S.07°22'53"E. 20.78 feet; thence S.82°37'07"W. 10.00 feet; thence N.07°22'53"W. 20.78 feet; thence S.82°37'07"W. 33.52 feet; thence S.07°29'13"E. 280.71 feet; thence N.82°30'47"E. 11.85 feet; thence S.88°30'07"E. 58.12 feet; thence N.01°27'34"E. 19.87 feet; thence S.88°32'26"E. 10.00 feet; thence S.01°27'34"W. 29.88 feet; thence N.88°30'07"W. 67.34 feet; thence S.82°30'47"W. 11.06 feet; thence S.07°29'13"E. 12.07 feet; thence S.37°30'47"W. 111.31 feet; thence S.89°50'33"W. 26.07 feet; thence S.00°09'27"E. 0.89 feet; thence N.87°21'28"W. 10.01 feet; thence N.00°09'27"W. 10.40 feet; thence N.89°50'33"E. 31.15 feet; thence N.37°30'47"E. 102.26 feet; thence N.07°29'13"W. 298.66 feet; thence S.82°37'07"W. 12.69 feet; thence N.07°22'53"W. 10.00 feet; thence N.82°37'07"E. 12.67 feet; thence N.07°29'13"W. 9.42 feet; thence N.82°30'47"E. 10.00 feet; thence S.07°29'13"E. 9.44 feet; thence N.82°37'07"E. 252.16 feet; thence N.60°07'07"E. 38.09 feet; thence N.82°37'07"E. 26.45 feet to the **Point of Beginning**.

The above-described easement contains 9,103 sq. ft. in area or 0.209 acre, more or less.

EXHIBIT "B": By this reference, made a part hereof.

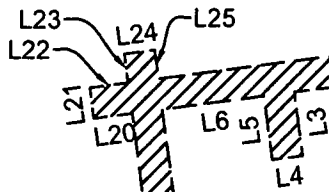
BASIS OF BEARING: S. 89°51'57" W. along the Section line between the North Quarter Corner and the Northeast Corner of said Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian as shown on the Saratoga Town Center No. 2 Plat.

JDH TOWN CENTER

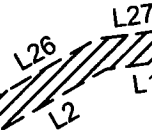
66:387:0001

LOT 1

SARATOGA TOWN CENTER No. 2
E#34884: 2013, Map#13866



N82°37'07"E 252.16'
S82°37'07"W 210.61'



POB

(Public)

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JDH TOWN CENTER

66:387:0002

LOT 2

SARATOGA TOWN CENTER No. 2
E#34884: 2013, Map#13866

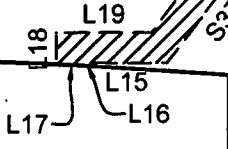
N7°29'13"W 298.66'

S7°29'13"E 280.71'

10.0' Water Easement



N37°30'47"E 102.26'
S37°30'47"W 111.31'



LEGEND

Boundary

Waterline Easement



0 60
Scale in Feet
1"=60'

EXHIBIT "B"

JDH TOWN CENTER LLC

Waterline Easement

Assessor Parcel No:

66:387:0001 & 66:387:0002

Part of the North Half of Section 14
T.5S., R.1W., S.L.B.&M.

PREPARED BY:

CIR

**CIVIL ENGINEERING
+ SURVEYING**

10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
Phone: 435-503-7641

Date: February 07, 2025

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LINE TABLE		
LINE #	LENGTH	BEARING
L1	24.39	S82° 37' 07"W
L2	38.09	S60° 07' 07"W
L3	20.78	S7° 22' 53"E
L4	10.00	S82° 37' 07"W
L5	20.78	N7° 22' 53"W
L6	33.52	S82° 37' 07"W
L7	11.85	N82° 30' 47"E
L8	58.12	S88° 30' 07"E
L9	19.87	N1° 27' 34"E
L10	10.00	S88° 32' 26"E
L11	29.88	S1° 27' 34"W
L12	67.34	N88° 30' 07"W
L13	11.06	S82° 30' 47"W
L14	12.07	S7° 29' 13"E

LINE TABLE		
LINE #	LENGTH	BEARING
L15	26.07	S89° 50' 33"W
L16	0.89	S0° 09' 27"E
L17	10.01	N87° 21' 28"W
L18	10.40	N0° 09' 27"W
L19	31.15	N89° 50' 33"E
L20	12.69	S82° 37' 07"W
L21	10.00	N7° 22' 53"W
L22	12.67	N82° 37' 07"E
L23	9.42	N7° 29' 13"W
L24	10.00	N82° 30' 47"E
L25	9.44	S7° 29' 13"E
L26	38.09	N60° 07' 07"E
L27	26.45	N82° 37' 07"E

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CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH BRG	CHD LEN
C1	10.00	275.00	2°05'01"	S6° 58' 59"E	10.00

EXHIBIT "B"

JDH TOWN CENTER LLC
Waterline Easement

Assessor Parcel No:
66:387:0001 & 66:387:0002

Part of the North Half of Section 14
T.5S., R.1W., S.L.B.&M.

PREPARED BY:



**CIVIL ENGINEERING
+SURVEYING**

10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
Phone: 435-503-7641

Date: February 07, 2025

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