



ENT 19977:2017 PG 1 of 10
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 Feb 28 10:14 am FEE 0.00 BY MG
RECORDED FOR SARATOGA SPRINGS CITY

EASEMENT

Easement No. 2118

THIS EASEMENT AGREEMENT (“**Agreement**”) is made and entered into effective February 8th, 2017, by and between the State of Utah, through the School and Institutional Trust Lands Administration, 675 East 500 South, Suite 500, Salt Lake City, Utah 84012 (“**Grantor**”), and Saratoga Springs, 1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah, 84043 (“**Grantee**”).

RECITALS

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

B. Grantee desires to install a secondary waterline (the “**Waterline**”) on the Subject Property which will service various land within the City of Saratoga Springs, including lands owned by Grantor.

C. Grantee has agreed to assume all engineering, mobilization and construction costs associated with the installation of the Waterline. The Waterline benefits lands owned by Grantor and allows them to be developed in the future.

NOW, THEREFORE, in consideration of those terms and conditions described herein, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee a twenty (20) foot wide easement over the Subject Property, which easement shall be for the construction, operation, maintenance, repair and replacement of the Waterline.

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 Waterline is no longer necessary or in service or rendered useless due to lack of proper maintenance.

3. **Construction of Waterline; Costs and Expenses.** All construction, maintenance and repair of the Waterline 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 Waterline, 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 Waterline. Construction of the Waterline 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 Waterline, Grantee shall submit engineering plans and specifications and other relevant plans associated with the construction of the Waterline to Grantor for Grantor's written approval, which approval shall not be unreasonably withheld. Upon receipt, Grantor shall have 10 business days to approve the plans. If Grantor does not approve the plans within 10 business days, the plans shall be deemed accepted and Grantee may commence construction.

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 Waterline.** Grantor reserves the right to relocate or modify the location of the Waterline, 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. Such relocation shall not diminish or negatively impact Grantee's rights herein or the functionality, capacity, conveyance, flow, or pressures of the waterline.

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 Waterline.

8. **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 Subject Property are and shall remain the property of the State of Utah. Grantee further agrees to cease all activity on the Subject Property 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 Subject Property, 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.

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 unimpeded operation and maintenance of the Waterline, 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 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 \$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. **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 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 Agreement. Such 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. In addition, the parties may exercise any other right or remedy they 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 holders of other interest holders in the area surrounding the Easement, as set forth in **Exhibit C** attached hereto, of Grantee's rights and plans hereunder. Grantee represents that the location and construction of the Waterline 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 proximately caused by Grantee which necessitates suppression action that incurs cost, Grantee shall pay for such costs.

16. **Utah Law Applies, Successors and Assigns.** 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.

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 for any claimed failure or deficiency of Grantor's title to said lands or for interference by any third party.

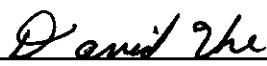
18. **Right to Inspect.** Grantor reserves the right to inspect the Subject Property at any time and recall Grantee for correction of any violations of stipulations contained herein. If Grantee fails to correct such violations within a reasonable time Grantor may, after thirty (30) days written notice,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

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.

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

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

By: 
Its: Director

GRANTEE: SARATOGA SPRINGS

By: 
Its: MARK CHRISTENSEN, CITY MANAGER

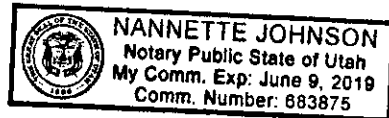
APPROVED AS TO FORM
SEAN D. REYES
ATTORNEY GENERAL

BY: 
Special Assistant Attorney General

STATE OF UTAH)
)
) §
COUNTY OF SALT LAKE)

On the 8 day of February, 2017, personally appeared before me David Ure, who being duly sworn did say that he is the Director of the School and Institutional Trust Lands Administration, and authorized to execute the above instrument.

6-9-19
My commission expires:



Notary Public, residing at: S.L.Co
Nannette Johnson

STATE OF UTAH)
)
) §
COUNTY OF UTAH)

On the 30th day of JANUARY, 2017, personally appeared before me MARK CHRISTENSEN, who being duly sworn did say that -s/he is the CITY MANAGER of Saratoga Springs, and authorized to execute the above instrument.

04-12-2020
My commission expires:

Lucinda Lopiccolo
Notary Public, residing at: COUNTY OF UTAH

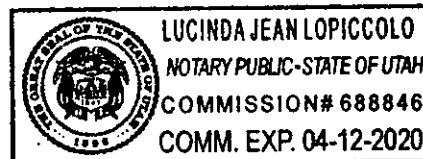


Exhibit A
Legal Description of Subject Property

SITLA SOUTH FOOTHILL WATERLINE EASEMENT: PARCEL 59:011:0020

A STRIP OF LAND 20 FEET WIDE BEING 10.00 FEET ON THE RIGHT AND 10.00 FEET ON THE LEFT SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT A POINT ON THE GRANTORS PROPERTY LINE, SAID POINT BEING WEST 739.91 FEET AND NORTH 3.63 FEET FROM THE NORTHEAST SECTION CORNER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; BASIS OF BEARINGS MAY BE DETERMINED LOCALLY AS N89°43'07"W ALONG THE SECTION LINE BETWEEN THE NORTHEAST SECTION CORNER AND NORTHWEST SECTION CORNER OF SAID SECTION 11; THENCE S02°37'23"E 154.94 FEET; THENCE S89°45'13"E 174.18 FEET; THENCE S00°23'41"W 3.56 FEET; THENCE S12°21'25"E 2505.32 FEET; THENCE S00°17'22"W 1061.37 FEET; THENCE S47°56'40"E 13.41 FEET TO A POINT ON THE EAST LINE OF THE GRANTORS PROPERTY LINE.

CONTAINING 78259 SQUARE FEET OR 1.80 ACRES MORE OR LESS.

ALSO, A TEMPORARY 50-FOOT CONSTRUCTION EASEMENT BEING 40.00 FEET ON THE RIGHT AND 10.00 FEET ON THE LEFT SIDE OF THE PERMANENT EASEMENT DESCRIBED ABOVE.

CONTAINING 118,800 SQUARE FEET OR 2.73 ACRES MORE OR LESS.

ALSO, A STRIP OF LAND 20 FEET WIDE BEING 10.00 FEET ON THE RIGHT AND 10.00 FEET ON THE LEFT SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT A POINT WEST 548.64 FEET AND SOUTH 151.96 FEET FROM THE NORTHEAST SECTION CORNER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; BASIS OF BEARINGS MAY BE DETERMINED LOCALLY AS N89°43'07"W ALONG THE SECTION LINE BETWEEN THE NORTHEAST SECTION CORNER AND NORTHWEST SECTION CORNER OF SAID SECTION 11; THENCE S89°36'25"E 547.91 FEET TO A POINT ON THE EAST LINE OF THE GRANTORS PROPERTY LINE.

CONTAINING 10952 SQUARE FEET OR 0.25 ACRES MORE OR LESS.

ALSO, A TEMPORARY 50-FOOT CONSTRUCTION EASEMENT BEING 25.00 FEET ON THE RIGHT AND 25.00 FEET ON THE LEFT SIDE OF THE PERMANENT EASEMENT DESCRIBED ABOVE.

CONTAINING 16,386 SQUARE FEET OR 0.38 ACRES MORE OR LESS.

ALSO, A STRIP OF LAND 20 FEET WIDE BEING 10.00 FEET ON THE RIGHT AND 10.00 FEET ON THE LEFT SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

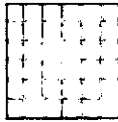
BEGINNING AT A POINT WEST 114.35 FEET AND SOUTH 2136.84 FROM THE NORTHEAST SECTION CORNER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; BASIS OF BEARINGS MAY BE DETERMINED LOCALLY AS N89°43'07"W ALONG THE SECTION LINE BETWEEN THE NORTHEAST SECTION CORNER AND NORTHWEST SECTION CORNER OF SAID SECTION 11; THENCE S87°29'05"E 104.04 FEET TO A POINT ON THE EAST LINE OF THE GRANTORS PROPERTY LINE.

CONTAINING 2081 SQUARE FEET OR 0.048 ACRES MORE OR LESS.

ALSO, A TEMPORARY 50-FOOT CONSTRUCTION EASEMENT BEING 25.00 FEET ON THE RIGHT AND 25.00 FEET ON THE LEFT SIDE OF THE PERMANENT EASEMENT DESCRIBED ABOVE.

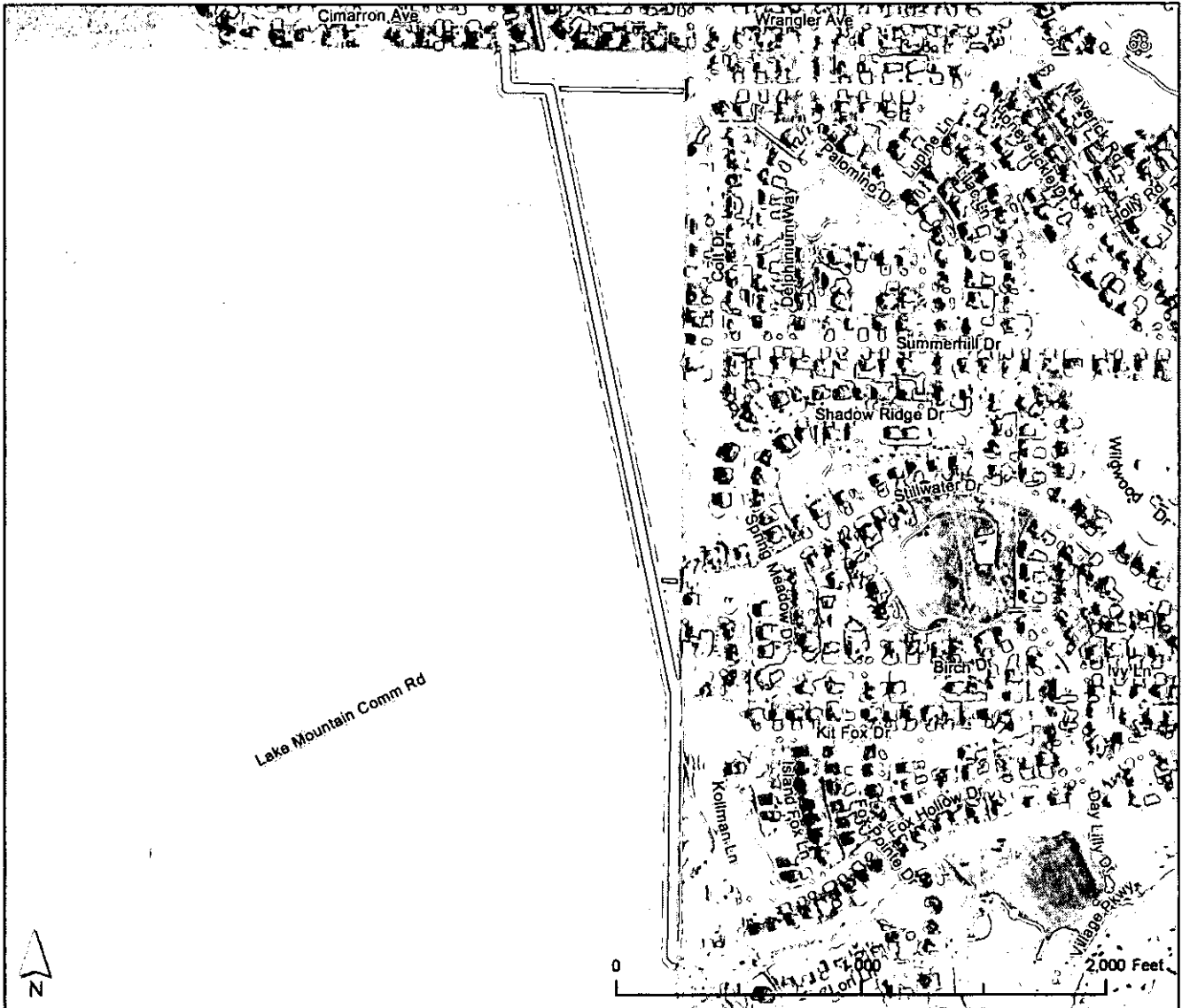
CONTAINING 3,121 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

Exhibit B
 Depiction of Subject Property



ESMT 2118 Saratoga Springs Secondary Waterline

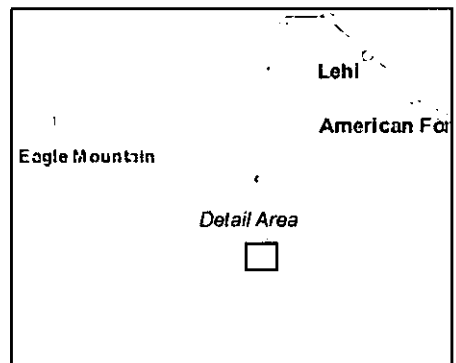
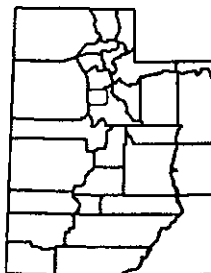
T6S R1W within the E2NE4 and NE4SE4 of Section 11 SLB&M
 Utah County



- Waterline Easement (2.098 acres)
- Temporary Construction Easement (additional 3.18 acres)

Land Ownership and Administration

- Private
- State Trust Lands



Imagery (Google) Date: 2015

Data represented on this map is for REFERENCE USE ONLY and is not suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. SITLA provides this data in good faith and shall in no event be liable for any incorrect results, or any special, indirect or consequential damages to any party, arising out of or in connection with the use or the inability to use the data herein. Land parcels, lease boundaries and associated SITLA data layers may have been adjusted to allow for visual "best fit." The Surface Ownership Land Status data (if present) are maintained by SITLA to reflect current trust land status and surface ownership. Basemap image provided by Utah AGRC. Please Note: While SITLA seeks to verify data for accuracy and content, discrepancies may exist within the data. Acquiring the most updated SITLA ownership GIS data may require contacting the GIS staff directly 801-438-6100 or TLA-GIS@utah.gov. The SITLA GIS department welcomes your comments and concerns regarding the data and will attempt to resolve issues as they are brought to our attention. Produced: January 10, 2017 - spould

Exhibit C
Holders of Other Interests

Grazing Permit	GP22121.02	Exp: June 30, 2017
Gerald & Jeannie Roundy 5635 West 11300 South Payson, UT 84651		