



ENT 41449 2025 PG 1 of 8
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Jun 4 01:34 PM FEE 0.00 BY CS
RECORDED FOR SARATOGA SPRINGS CITY

When Recorded, Mail To:

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

(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 3 day of September, 2021 (the "Effective Date"), by and between AARON D. EVANS, TRUSTEE OF THE AARON D. EVANS REVOCABLE TRUST, DATED AUGUST 23, 2000 AND MARY ELLEN EVANS, TRUSTEE OF THE MARY ELLEN EVANS REVOCABLE TRUST, DATED AUGUST 23, 2000 ("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, pipes, channels, ponds, ditches, boxes, 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, as well as for the installation of public utility facilities as provided in Utah Code Section 54-3-27.

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 for the benefit of 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.

2. Access. Grantee and its agents, servants, employees, consultants, contractors and subcontractors shall have 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 the construction of the Utilities by Grantor and its successors, assigns, and agents in order to meet Grantee’s development standards for the subdivision and development and to allow Grantee the ability to maintain the Utilities after 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 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 developer of the subdivision or project. Grantee shall also have the right to repair, replace, restore, and relocate the Utilities within the Utility Easement Area. In doing so, Grantee shall restore the Grantor Property to the same condition prior to Grantee’s entry. Notwithstanding the obligations of this Section 5, 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 restoration requirements under this paragraph.

4. Replacement of Utility Easement with Subdivision Plat Recordation. Upon the recordation of a subdivision plat with the Utah County Recorder’s Office per Grantee’s development standards, which shall provide for the equivalent replacement of the easements in this Agreement in the favor of Grantee, the Utility Easement shall automatically be deemed superseded and replaced, but only with respect to such portion of the Property over which a subdivision plat is recorded. Upon such subdivision plat recordation, the rights and obligations in this Agreement shall be of no force or effect so long as the equivalent rights of Grantee are granted in such recorded subdivision plat. For the remainder of Grantor’s Property that is not subdivided pursuant to a recorded subdivision plat, this Agreement shall continue in full force and effect.

5. 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) on 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:

Aaron D. Evans
Mary Ellen Evans
1126 W. Fairfield Road
Saratoga Springs, UT 84045

With a copy to:

Edge Homes
Attn: Spencer Llewelyn
13702 S 200 W, Suite B12
Draper, UT 84020

If to Grantee:

Jeremey Lapin
Public Works Director
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045
jlapin@saratogaspringscity.com

With a copy to:

Kevin Thurman
City Attorney
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045
kthurman@saratogaspringscity.com

6. Miscellaneous.

6.1. 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.

6.2. 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.

6.3. 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.

6.4. 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.

6.5. 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.

6.6. 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).

6.7. 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.

6.8. 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.

6.9. Assignment. Grantee may not at any time during this Agreement assign its rights and obligations under this Agreement without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole and absolute discretion and for any reason or no reason at all.

[Signatures and acknowledgements to follow]

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



GRANTOR:

Mary Ellen Evans
THE MARY ELLEN EVANS REVOCABLE
TRUST, DATED AUGUST 23, 2000
By: Mary Ellen Evans
Title: Trustee

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

Before me, Shelley King, of the state and county aforesaid personally appeared Mary Ellen Evans, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Trustee of THE MARY ELLEN EVANS REVOCABLE TRUST, DATED AUGUST 23, 2000, and that she as such, being authorized so to do, executed the foregoing instrument on behalf of the TRUST.

My Commission Expires: 7. 10. 2021

Shelley King
Notary Public for Utah

GRANTOR:

Shelley King
THE AARON D. EVANS REVOCABLE TRUST,
DATED AUGUST 23, 2000
By: Aaron D. Evans
Title: Trustee

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

Before me, Shelley King, of the state and county aforesaid personally appeared Aaron D. Evans, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Trustee of THE AARON D. EVANS REVOCABLE TRUST, DATED AUGUST 23, 2000, and that he as such, being authorized so to do, executed the foregoing instrument on behalf of the TRUST.

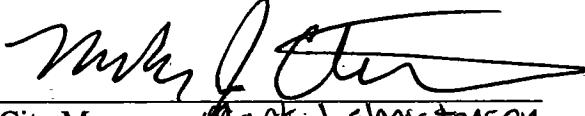
My Commission Expires: 7. 10. 2021

Shelley King
Notary Public for Utah

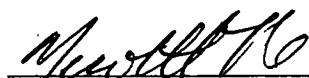
[Signature and acknowledgment to follow]

GRANTEE:

City of Saratoga Springs, a Utah municipal corporation


City Manager Mark J. Christensen

ATTEST:

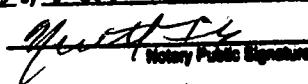

Merritt T. Fike
City Recorder



State of Utah County of UTAH

Subscribed and sworn to (or affirmed) before me on this 29 day

of May, 2025 by Mark J. Christensen, City Manager


Merritt T. Fike
Notary Public Signature

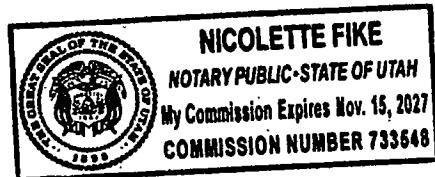


EXHIBIT A

14' WIDE CITY OF SARATOGA SPRINGS ACCESS AND UTILITY EASEMENT

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN SARATOGA SPRINGS, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

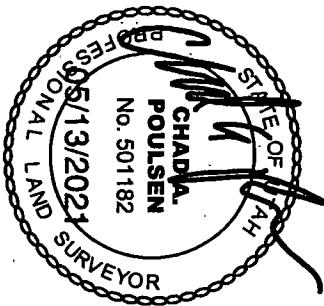
BEGINNING AT A POINT LOCATED S00°23'19"W ALONG THE SECTION LINE 1322.05 FEET AND WEST 174.18 FEET FROM THE EAST 1/4 CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 98.44 FEET WITH A RADIUS OF 306.00 FEET THROUGH A CENTRAL ANGLE OF 18°25'54", CHORD: S29°40'15"W 98.01 FEET; THENCE S38°53'12"W 176.62 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 163.58 FEET WITH A RADIUS OF 306.00 FEET THROUGH A CENTRAL ANGLE OF 30°37'41", CHORD: S54°12'03"W 161.64 FEET; THENCE N05°03'00"E 15.60 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 149.37 FEET WITH A RADIUS OF 292.00 FEET THROUGH A CENTRAL ANGLE OF 29°18'30", CHORD: N53°32'27"E 147.74 FEET; THENCE N38°53'12"E 176.62 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 88.83 FEET WITH A RADIUS OF 292.00 FEET THROUGH A CENTRAL ANGLE OF 17°25'49", CHORD: N30°10'18"E 88.49 FEET; THENCE S89°30'51"E 14.94 FEET TO THE POINT OF BEGINNING.

DCP SARATOGA LLC
PARCEL NO. 580340611

PROPOSED 14' WIDE
CITY OF SARATOGA SPRINGS,
UTILITY AND ACCESS EASEMENT

FUTURE ROAD

AARON EVANS
PARCEL NO. 580340344



1

LC PROJECT #
C2014-1664
DRAWN BY
KLM/JP
SCALE:
1" = 60'
DATE:
05/13/2021

AARON EVANS EXHIBIT
SARATOGA SPRINGS, UTAH

CITY OF SARATOGA SPRINGS UTILITY ACCESS EASEMENT

A UGIP Corporation
3303 N. Main Street
Spanish Fork, UT 84660
Phone: 801.799.0585
Fax: 801.798.9393
e@16a16i16g.com
www.16a16i16g.com

LEI
ENGINEERS - SURVEYORS
PLANNERS