

AFTER RECORDING PLEASE RETURN TO:
SITLA
2303 N. CORAL CANYON BLVD SUITE 100-A
WASHINGTON, UT 84780

DOC # 20180002872

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Russell Shirts Washington County Recorder
01/19/2018 04:31:46 PM Fee \$ 0.00
By WASHINGTON CITY



EASEMENT

ESMT. No. 2157
Fund: School

THIS EASEMENT AGREEMENT ("**Agreement**") is made and entered into effective January 19, 2018, 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 84102 ("**Trust Lands Administration**"), and the City of Washington, a Utah municipal corporation, 111 N 100 E, Washington, UT 84780 ("**City**").

RECITALS

- A. Trust Lands Administration owns parcels of land in Washington County, Utah (the "**Subject Property**") generally depicted and more particularly described in **Exhibit A**.
- B. The portion of the Subject Property owned by the Trust Lands Administration is within a master planned development known as Sienna Hills.
- C. A sewer easement is needed in order for the sewer to be maintained by the City of Washington.
- D. Trust Lands Administration agreed to grant a sewer easement, without additional cost, in order to further the development of the real property within Sienna Hills. This easement is granted and will benefit the Subject Property and other lands owned by the Trust Lands Administration in that area.

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

1. **Grant of Easement.** Trust Lands Administration hereby grants the City an easement on the Subject Property, which easement shall be for the use, operation, installation, maintenance, replacement and repair of improvements associated with a public sewer system (the "**Improvements**"). The City shall also have the right to ingress and egress to access the Improvements for the purposes set forth in this 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 the Improvements are no longer necessary or in service or rendered useless due to lack of proper maintenance.

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RED STONE ROAD SEWER WASHINGTON CITY

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3. 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. City 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 Trust Lands Administration harmless from any and all liability (including expenses for attorney's fees) which may arise from the construction, operation, and maintenance of said Improvements.

4. Assignment of Agreement. This Agreement and the rights granted under the Agreement may be not assigned by City without the written consent of Trust Lands Administration, which consent shall not be unreasonably withheld. The acquisition or assumption by another party under an agreement with City of any right or obligation of City under this Agreement shall be ineffective as to Trust Lands Administration and City unless and until Trust Lands Administration and City 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 City of the responsibilities or liabilities assumed by City hereunder without Trust Lands Administration's express written release thereof and the succeeding party assumes in writing all of the obligations of City 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 Trust Lands Administration deem necessary.

5. Compliance with Existing Laws, No Waste, Pollution Prevention. City, 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. City shall neither commit nor knowingly permit any waste on the Subject Property. City 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. City shall comply with applicable industry standards and practices in constructing, operating and maintaining the Improvements.

6. 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. City further agrees to cease all activity on the Subject Property and immediately notify 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 Trust Lands Administration.

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

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8. **Insurance.** City shall carry liability insurance covering bodily injury, loss of life or property damage arising out of or in any way related to City's activities on the Subject Property, in amounts 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. City's liability or the coverage limits required by this easement shall not be reduced by any insurance held by Trust Lands Administration, or any of the lessees, permittees or assigns thereof.

9. **Negligent Acts.** Trust Lands Administration and City 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 Trust Lands Administration or City.

10. **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 City does not remedy the default in the 30-day time period set forth in the written notice, or such longer time as granted in Trust Lands Administration's sole discretion. Trust Lands Administration may terminate this Agreement for their respective portion of the Subject Property. Such termination shall be effective upon Trust Lands Administration's giving written notice. Upon receipt of such notice, City shall immediately surrender possession of the Subject Property to Trust Lands Administration as applicable, and all Improvements on the applicable portion of the Subject Property shall, at Trust Lands Administration's discretion, be forfeited and become the property of Trust Lands Administration, as applicable. In addition, the parties may exercise any other right or remedy they may have at law or equity.

11. **Notice.** Any notice contemplated herein to be served upon City 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. City represents that it has notified holders of other interest holders in the area surrounding the Easement, as set forth in **Exhibit B** attached hereto, of City's rights and plans hereunder. City represents that the location and construction of the Improvements will not unreasonably interfere with or cause damage to such other existing users.

12. **Liens.** City shall not suffer or permit to be enforced against the Subject Property or any part thereof, and shall indemnify and hold Trust Lands Administration 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 City on the Subject Property. City 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 City shall in good faith contest the validity of any such lien, claim, or demand, then City shall, at its expense, defend itself and Trust Lands Administration 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 City shall at the request of Trust Lands Administration as applicable, provide such security

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and take such steps as may be required by law to release the applicable portion of the Subject Property from the effect of such lien.

13. Fire Prevention. City 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 City which necessitates suppression action that incurs cost, City shall pay for such costs.

14. 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.

15. No Warranty of Title. Trust Lands Administration does not warrant to City the validity of title to the Subject Property. City shall have no claim for damages or refund against Trust Lands Administration for any claimed failure or deficiency of Trust Lands Administration's title to the Subject Property, or for interference by any third party on such lands.

16. Right to Inspect. Trust Lands Administration reserves the right to inspect their portion of the Subject Property at any time and recall City for correction of any violations of stipulations contained herein. If City fails to correct such violations within a reasonable time Trust Lands Administration may, after thirty (30) days written notice, re-enter and terminate this Agreement as to its portion of the Subject Property.

17. 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.

18. No Waiver. No waiver of conditions by Trust Lands Administration of any default of City or failure of Trust Lands Administration 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 Trust Lands Administration from exercising any legal or equitable remedy it may otherwise have.

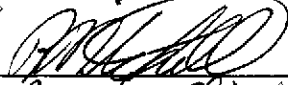
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IN WITNESS WHEREOF, the parties have entered into this Agreement.


State of Utah, School and Institutional
Trust Lands Administration

By:
Its:


Assistant Director

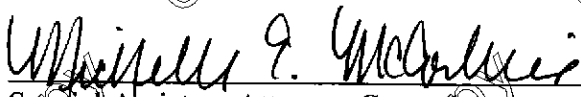
City of Washington

By:
Its:


Mayor

APPROVED AS TO FORM
Sean D. Reyes
ATTORNEY GENERAL

BY:


Special Assistant Attorney General

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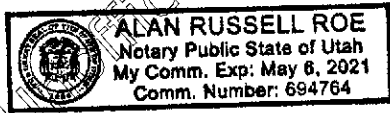
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STATE OF UTAH)
)
COUNTY OF SALT LAKE) §

On the 4th day of January, 2018, personally appeared before me
Rodger Mitchell, who being duly sworn did say that he is the
Assistant Director of State of Utah, School and Institutional Trust Lands
Administration, and authorized to execute the above instrument.

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

Notary Public, residing at: Salt Lake County

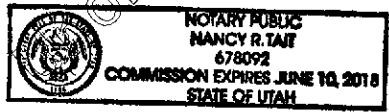


STATE OF UTAH)
)
COUNTY OF WASHINGTON) §

On the 19th day of January, 2018, personally appeared before me
W. Nancy Tait, who being duly sworn did say that s/he is the Mayor of
City of Washington, and authorized to execute the above instrument.

Nancy Tait
My commission expires: 6-10-2018

Notary Public, residing at: Washington County



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Exhibit A
Easement Lands

ESMT 2157 - Preliminary Review Map
 T42S R15W within Section 13 SLB&M
 Washington County



Red Stone Road Sewer Easement (1.01 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 always consult the primary data and information sources to determine the accuracy of the information. SITLA provides this data in good faith and shall not 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 inability to use the data herein. Land parcels, water boundaries and boundaries of SITLA lands have been updated to allow for visual "best fit". The Surface Ownership Layer Status data is prepared by SITLA to reflect current land status and surface ownership. Easement maps provided by Utah ADRIC. 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 consulting the GIS staff directly (801-536-8100) or contacting the GIS staff via email. 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 December 21, 2017 - bblawyer

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, ...

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Legal Description

Sewer Easement – North:

Beginning at a point which is North 00°54'18" East 2246.58 feet along the Center Section line and North 90°00'00" East 563.24 feet from the South 1/4 corner of Section 13, Township 42 South, Range 15 West, of the Salt Lake Base and Meridian; running thence North 85°23'00" East 276.31 feet; thence North 05°34'26" West 317.51 feet; thence South 84°01'03" West 395.75 feet; thence South 03°47'01" West 114.75 feet; thence South 85°23'54" West 28.63 feet to a point on the Easterly Right of Way of Washington Parkway, recorded on July 5, 2006 as Document No. 20060029317 in the office of the Washington County Recorder, in said County, State of Utah; thence along said Right-of-Way North 04°36'52" West 20.00 feet; thence North 85°23'54" East 11.37 feet; thence North 03°47'01" East 114.33 feet; thence North 84°01'03" East 432.75 feet; thence South 05°34'26" East 336.45 feet; thence North 80°15'24" East 204.12 feet; thence North 73°42'47" East 191.50 feet; thence North 35°31'36" East 238.39 feet; thence South 63°33'42" East 100.88 feet; thence South 26°26'18" West 20.00 feet to a point on the Northeasterly boundary of Sienna Hills Lift Station, Recorded on February 24, 2009 as Document No. 20090006536 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 63°33'42" West 83.83 feet; thence South 35°31'36" West 77.87 feet; thence South 35°31'36" West 150.39 feet; thence South 73°42'47" West 199.58 feet; thence South 80°15'24" West 213.52 feet; thence South 84°25'16" West 52.05 feet to a point on the Northerly Right-of-Way of Telegraph Road Phase II - Amended, Recorded on November 19, 2004 as Entry No. 911943 in Book 1689, on Page 750, in the office of the Washington County Recorder, in said County, State of Utah; thence along said boundary South 85°23'00" West 237.80 feet; thence North 04°37'00" West 20.00 feet to the point of beginning.

Section 13, T42S R15W
Contains 37,963 sq. ft. or 0.87 acres.

Sewer Easement – South:

Beginning at a point which is North 00°54'18" East 2008.75 feet along the Center Section line and North 90°00'00" East 355.47 feet from the South 1/4 corner of Section 13, Township 42 South, Range 15 West, of the Salt Lake Base and Meridian; said point also being on the Southerly Right-of-Way of Telegraph Road Phase II - Amended, Recorded on November 19, 2004 as Entry No. 911943 in Book 1689 on Page 750, in the office of the Washington County Recorder, in said County, State of Utah; running thence along said Right-of-Way North 85°23'00" East 250.00 feet; thence South 04°14'26" East 20.00 feet; thence South 85°23'00" West 230.00 feet; thence South 04°13'12" East 95.10 feet; thence South 85°46'48" West 20.00 feet; thence North 04°13'12" West 114.97 feet to the point of beginning.

Section 13, T42S, R15W
Contains 6,000 sq. ft. or 0.14 acres

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Exhibit B
Existing Encumbrances

ESMT 2149

Sienna Hills Community Association
2303 N Coral Canyon Blvd Suite 100-A
Washington, UT 84780

ESMT 1045

Veracity Networks
744 N. 300 W.
Provo, UT 84601

ESMT 1075A

Washington City
111 N. 100 E.
Washington, UT 84780

ESMT 1075B

Washington City
111 N. 100 E.
Washington, UT 84780