



ENT 111216:2022 PG 1 of 12  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2022 Oct 20 10:11 am FEE 0.00 BY TH  
RECORDED FOR SARATOGA SPRINGS CITY

## EASEMENT

ESMT No. 2540  
Beneficiary: SCH

THIS EASEMENT AGREEMENT (“**Agreement**”) is made and entered into on October 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, and Certificate of Sale No. 27084, which is executed on the same date as this Agreement (“**Road Dedication Agreement**”).

C. Grantee desires to use the Subject Property for stockpiling materials and staging construction equipment necessary for the construction of Foothill Boulevard and the Grandview Boulevard (collectively, the “**Roads**”) extensions on adjacent property (collectively, the “**Temporary Use**”).

D. WHEREAS, Grantee has agreed to level and mass grade the Subject Property in accordance with the terms and conditions of the Road Dedication Agreement.

E. The parties acknowledge that the Roads will benefit various land within the City of Saratoga Springs, including lands owned by Grantor and will allow Grantor’s adjacent lands to be better developed in the future.

F. Grantee has agreed to assume all engineering, mobilization, construction, and other costs associated with the construction of the Improvements and Roads.

### EASEMENT

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

1. **Grant of Easement.** Grantor hereby grants to Grantee a temporary, non-exclusive easement over the Subject Property, which easement may only be used for the construction for the

Temporary Use. This Agreement is subject in all respects to the terms and conditions of the Road Dedication Agreement.

**2. Term.** The term of the easement begins on the date first set forth herein and will expire upon the earlier of (i) the installation of the Roads and related appurtenances, or (ii) two (2) years from the date first written above. At Grantor's request, Grantee shall execute a release or termination of this Agreement in a form reasonably satisfactory to Grantor.

**3. Construction of Improvements; Costs and Expenses.** The Temporary Use must 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 Roads and the Temporary Use and further indemnify and hold Grantor harmless from any and all liability (including expenses for attorney's fees) which may arise in any way from the Roads and Temporary Use.

**4. 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.

**5. 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.

**6. 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 reserved to and shall remain the property of the State of Utah. Grantee agrees to comply with Utah Administrative Code R850-60 et seq., 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.

7. **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 Temporary Use, and the right to dispose of the property by sale or exchange subject to this Agreement.

8. **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 Roads 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.

9. **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.

10. **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.

11. **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 are 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.

12. **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.

13. **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.

14. **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 for any claimed failure or deficiency of Grantor's title to the Subject Property, or for interference by any third party.

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

16. **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.

17. **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. Signature Pages to Follow.]

IN WITNESS WHEREOF, the parties have entered into this Easement Agreement No 2540 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  
Title: Director

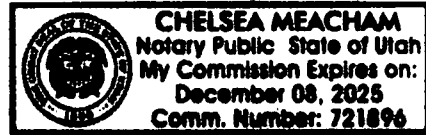
APPROVED AS TO FORM

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 2540 on the day first set forth above.

GRANTEE: THE CITY OF SARATOGA SPRINGS

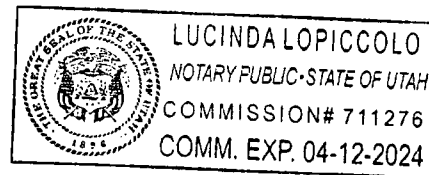
By:   
Name: MARK CHRISTENSEN  
Title: CITY MANAGER

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:

Notary Public, residing at: ~~Summit~~ Utah County



**Exhibit A**  
**Legal Description**

**TRACT 3**

**Temporary Construction and Grading Easement**

A temporary 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, and the south half of the SE1/4 of Section 34, Township 5 South, Range 1 West, Salt Lake Base and Meridian, in Utah County, Utah:

Beginning at a point on the southerly line of The Benches Plat 13, which is 1,078.05 feet S.89°44'31"E. along the Section Line from the North Quarter Corner of said Section 3; and running thence S.89°44'31"E. 679.41 feet along said southerly line to and along the southerly line and to the southeast corner of Open Space A, The Benches Plat 9; thence N.29°19'56"E. 38.06 feet along the easterly line of said Open Space A, to the southwest corner of Lot 516, The Benches Plat 5; thence S.73°54'40"E. 122.63 feet along the south line to the Southeast corner of said Lot 516; thence S.89°55'23"E. 58.73 feet along the southerly line of The Benches Plat 5 to the southwest corner of Lot 1, Rimer Plat Amendment; thence S.89°38'33"E. 104.71 feet along the south line and to the southeast corner of said Lot 1, Rimer Plat Amendment, said corner also being a southwesterly corner of The Benches Plat 5; thence S.17°36'20"W. 4.32 feet to a point of curvature with a 1,059.97-foot radius curve to the right; thence southerly 140.29 feet along the arc of said curve (Note: Chord to said curve bears S.21°23'49"W. 140.18 feet, with a Central Angle of 7°34'59"); thence S.25°11'18"W. 126.98 feet to a point of curvature with a 50.00-foot radius curve to the right; thence westerly 78.32 feet along the arc of said curve (Note: Chord to said curve bears S.70°03'48"W. 70.56 feet, with a Central Angle of 89°45'00") to a point of tangency; thence N.65°03'42"W. 179.36 feet to a point of curvature with a 1,363.00-foot radius curve to the left; thence westerly 240.18 feet along the arc of said curve (Note: Chord to said curve bears N.70°06'35"W. 239.87 feet, with a Central Angle of 10°05'46") to a point of tangency; thence N.75°09'28"W. 224.80 feet to a point of curvature with a 2,271.00-foot radius curve to the right; thence westerly 210.82 feet along the arc of said curve (Note: Chord to said curve bears N.72°29'54"W. 210.75 feet, with a Central Angle of 5°19'08") to the point of beginning.

Contains: 134,565 square feet, or 3.089 Acres.

**TRACT 4**

**Temporary Construction and Grading Easement**

A temporary 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, in Utah County, Utah:

Beginning at a point which is 800.13 feet S.89°44'31"E. along the section line from the North Quarter Corner of said section 3 and running thence; S.89°44'31"E. 67.43 feet to a point in a 2,351.00-foot radius non-tangent curve to the left (Note: Radius bears N.24°59'24"E.); thence easterly 416.40 feet along the arc of said curve (Note: Chord to said curve bears S.70°05'02"E. 415.85 feet, with a Central Angle of 10°08'53")

to a point of tangency; thence S.75°09'28"E. 224.80 feet to a point in a 1,283.13-foot radius non-tangent curve to the right (Note: Radius bears S.14°46'05"W.); thence easterly 227.76 feet along the arc of said curve (Note: Chord to said curve bears S.70°08'49"E. 227.46 feet, with a Central Angle of 10°10'12"); thence S.65°02'19"E. 729.90 feet to a point in a 2,078.00-foot radius non-tangent curve to the right (Note: Radius bears S.23°57'44"W.); thence southeasterly 450.82 feet along the arc of said curve (Note: Chord to said curve bears S.59°49'21"E. 449.93 feet, with a Central Angle of 12°25'49") to a point on the westerly line of Landrock Estates Plat 1; thence S.00°11'10"W. 31.08 feet along said westerly line of Landrock Estates Plat 1 to a point in a 2,053.00-foot radius non-tangent curve to the left (Note: Radius bears S.36°54'18"W.); thence northwesterly 463.97 feet along the arc of said curve (Note: Chord to said curve bears N.59°34'10"W. 462.98 feet, with a Central Angle of 12°56'55"); thence N.65°03'42"W. 411.30 feet to a point in a 401.81-foot radius non-tangent curve to the right (Note: Radius bears N.58°14'07"W.); thence southwesterly 114.06 feet along the arc of said curve (Note: Chord to said curve bears S.39°53'50"W. 113.68 feet, with a Central Angle of 16°15'53"); thence S.19°39'40"W. 66.44 feet; thence S.51°12'31"W. 26.10 feet; thence S.62°29'30"W. 196.18 feet to a point of curvature with a 200.00-foot radius curve to the left; thence southwesterly 86.84 feet along the arc of said curve (Note: Chord to said curve bears S.50°03'13"W. 86.15 feet, with a Central Angle of 24°52'35"); thence N.56°59'25"W. 100.22 feet to a point in a 300.00-foot radius non-tangent curve to the right (Note: Radius bears S.53°55'18"E.); thence northeasterly 73.35 feet along the arc of said curve (Note: Chord to said curve bears N.43°04'59"E. 73.17 feet, with a Central Angle of 14°00'34") to a point of tangency; thence N.50°05'16"E. 143.55 feet; thence N.55°33'14"E. 131.98 feet to a point in a 301.81-foot radius non-tangent curve to the left (Note: Radius bears N.34°28'43"W.); thence northeasterly 113.14 feet along the arc of said curve (Note: Chord to said curve bears N.44°46'57"E. 112.47 feet, with a Central Angle of 21°28'40"); thence N.65°03'42"W. 169.70 feet; thence S.84°43'42"W. 118.78 feet; thence N.69°02'11"W. 385.02 feet; thence N.66°14'44"W. 217.86 feet to a point in a 2,380.00-foot radius curve to the right; thence northwesterly 267.26 feet along the arc of said curve (Note: Chord to said curve bears N.66°45'09"W. 267.12 feet, with a Central Angle of 6°26'03") to the point of beginning.

Contains: 131,177 square feet, or 3.011 Acres.

## **TRACT 5**

### **Temporary Construction and Grading Easement**

A temporary 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, and the south half of the SE1/4 of Section 34, Township 5 South, Range 1 West, Salt Lake Base and Meridian, in Utah County, Utah:

Beginning at the Southwest corner of Lot 619, The Benches Plat 6, which is 2,155.78 feet S.89°44'31"E. along the Section Line and 46.54 feet N.00°15'29"E. from the North Quarter Corner of said Section 3; and running thence S.79°19'21"E. 117.08 feet along the southerly line of The Benches Plat 6; thence S.79°54'38"E. 56.01 feet along the southerly line of The Benches Plat 6; thence S.82°05'33"E. 119.46 feet along the southerly line of The Benches Plat 6; to the Southeast corner of Lot 618, The Benches Plat 5, which is also a point on the west line of Landrock Connection Plat 2; thence S.10°42'36"W. 296.72 feet

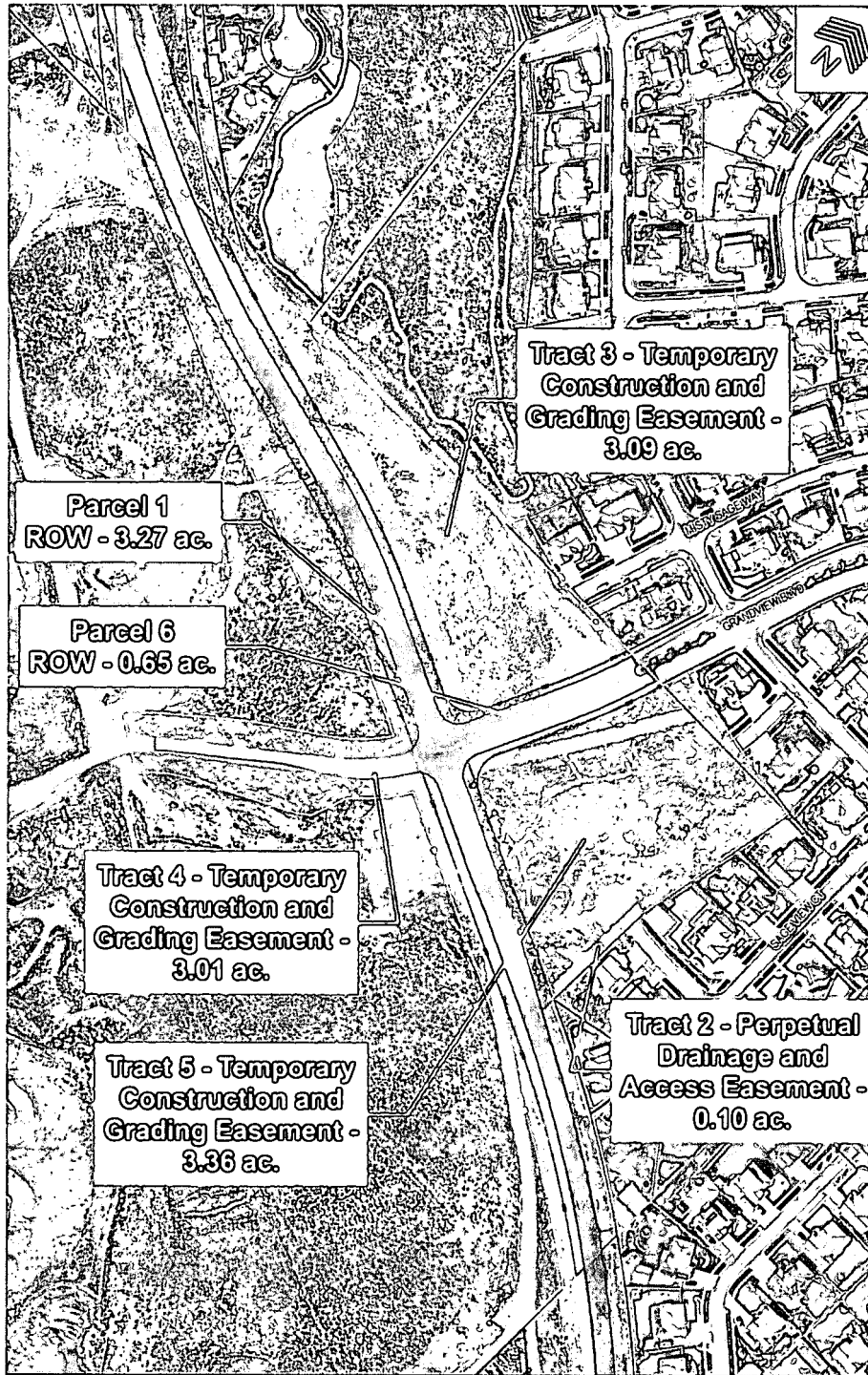


along the westerly line of Landrock Connection Plat 2 to a point in a 474.19-foot radius non-tangent curve to the right (Note: Radius bears N.08°33'57"E.); thence westerly 20.12 feet along the arc of said curve (Note: Chord to said curve bears N.80°13'06"W. 20.12 feet, with a Central Angle of 2°25'54"); thence S.01°27'56"W. 206.93 feet; ; thence N.65°03'42"W. 349.01 feet to a point of curvature with a 50.00-foot radius curve to the right; thence northerly 78.76 feet along the arc of said curve (Note: Chord to said curve bears N.19°56'12"W. 70.86 feet, with a Central Angle of 90°15'00") to a point of tangency; thence N.25°11'18"E. 126.19 feet to a point of curvature with a 1,140.00-foot radius curve to the left; thence northerly 150.87 feet along the arc of said curve (Note: Chord to said curve bears N.21°23'49"E. 150.76 feet, with a Central Angle of 7°34'58") to a point of tangency; thence N.17°36'20"E. 78.26 feet to the point of beginning.

Contains: 146,598 square feet, or 3.365 Acres.

END

**Exhibit A-1**  
**Map of Subject Property**



**Key Map for Right-of-Way Parcels on Foothill Blvd - SITLA Property**

— ROW — Easement - - - Construction Easement □ Utah County Parcels 1 inch = 0 75 150 300  
150 feet. 4/8/2022

**Exhibit B**  
**Holder 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

END