



WHEN RECORDED, RETURN TO:

IHC HEALTH SERVICES, INC.
36 South State Street, 23rd Floor
Salt Lake City, Utah 84111
Attention: Corporate Real Estate Director

ENT 12300:2018 PG 1 of 10
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Feb 07 10:45 am FEE 0.00 BY NA
RECORDED FOR SARATOGA SPRINGS CITY

**AMENDED AND RESTATED
SEWER EASEMENT AGREEMENT
(Saratoga Spring, Utah)**

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (“Grantor”), and the CITY OF SARATOGA SPRINGS, a body politic of the State of Utah (“Grantee”), enter into this SEWER EASEMENT AGREEMENT (this “Agreement”) on February 1, 2018.

Background

- A. Grantor owns the real property in Saratoga Springs, Utah County, Utah, described in Exhibit A (the “Property”).
- B. Grantor and Grantee are parties to a Declaration and Grant of Easement dated April 22, 2008, and recorded in the Utah County Recorder’s Office on February 12, 2009 as Entry No. 14834:2009 (the “Original Easement”), pursuant to which Grantor granted a 20-foot sewer easement to Grantee over a portion of the Property.
- C. Grantor and Grantee now desire to amend and restate the Original Easement in order to replace the easement granted thereunder with an extended, nonexclusive, perpetual right-of-way and easement under and across a portion of the Property described and depicted in Exhibit B (the “Easement Area”) for sanitary sewer utility pipelines and other related improvements described below, subject to the following terms.

Terms

- 1. Original Easement. This Agreement amends, restates, and supersedes, in its entirety, the Original Easement.
- 2. Grant of Easement. Grantor hereby grants to Grantee a nonexclusive, perpetual right-of-way and easement (the “Easement”), 20 feet in width, under and across the Easement Area for the sole purpose of constructing, laying, maintaining, operating, repairing, inspecting, removing and replacing sanitary sewer utility pipelines together with all related improvements and facilities (the “Improvements”). The Easement includes the right to access the Easement Area to accomplish the purposes described above, but Grantee will only enter the Easement Area at commercially reasonable times, using existing roads and access ways, and using good faith, commercially reasonable efforts to minimize interference with Grantor’s use of the Property. Grantee will notify Grantor in writing at least five days before undertaking any construction, maintenance, or repair work within the Easement Area (except in the case of an emergency, for which no advance notice is required).
- 3. Reservation. Grantor reserves the right to use the Easement Area in common with Grantee so long as Grantor does not unreasonably interfere with the Improvements or the Grantee’s use of the

Easement. Grantor may install and maintain landscaping (excluding trees), hardscaping, sidewalks, driveways, drainage and other improvements on the Easement Area (collectively, the "Permitted Improvements"). Except for the Permitted Improvements, Grantor will not construct or erect any other improvements, buildings or structures on the Easement Area or change the contour of the Easement Area without obtaining Grantee's written consent, which Grantee will not unreasonably withhold, condition or delay. Grantor also reserves the right to grant permits, licenses and easements over, across, through and under the Easement Area for any other lawful purpose, subject to this Agreement.

4. Location of Improvements; Right to Relocate. The Improvements will be located underground within the Easement Area at a depth consistent with applicable laws, ordinances, codes, and regulations. Grantor may, at Grantor's sole cost and expense, relocate the Improvements and the Easement to any other location on the Property after providing Grantee with at least 60 days' advance written notice describing the proposed location. Grantor will comply with Grantee's ordinances, rules and regulations and all applicable state laws and regulations when performing the relocation. Following the relocation, the parties agree to execute and record an amendment to this Agreement identifying the new Easement Area and releasing those portions of the Property no longer required for the Easement.
5. Repairs. If Grantee damages or destroys any Permitted Improvements or Grantor's other improvements or property in connection with Grantee's exercise of its rights under this Agreement, Grantee will repair or replace the damaged improvements and restore the damaged property as near to the original condition as is reasonably possible. Grantee will complete all repair work within 30 days of receiving written notice from Grantor describing the damage. If Grantee cannot complete the repair work within 30 days due to circumstances outside of Grantee's control, Grantee may take additional time as may be necessary under the circumstances to complete the work so long as Grantee begins the work within the 30-day period (or, in the case of a weather-related force majeure event, within 30 days of the date when Grantee can begin such work under such circumstances) and diligently pursues it to completion.
6. Compliance with Laws. Grantee will comply with all applicable federal, state and local laws, rules and regulations when entering upon the Easement Area and exercising its rights under this Agreement. Grantee will diligently complete all construction, maintenance and repair activities permitted under this Agreement within a commercially reasonable time frame under the circumstances.
7. No Liens. Grantee will not permit any lien or claim of mechanics, laborers or materialmen to be filed against the Easement Area or the Property for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by Grantee. In the event that a lien or claim is filed, Grantee will cause the lien or claim to be paid and discharged within 30 days after the date of the filing or recording of the lien or claim. If Grantee contests the lien claim, Grantee will cause a bond for at least 150% of the amount of the disputed lien claim to be issued in favor of Grantor (the "Bond") within 30 days after the date of the filing or recording of the lien. The Bond will be maintained during the entire time of any proceeding in which Grantee contests the lien.
8. Indemnification. Grantee will indemnify Grantor from and against all damages, claims, losses, costs, expenses, or other liabilities that arise by reason of the use of the Easement, the Easement Area, or any other portion of the Property by Grantee or its contractors, employees, or invitees, including claims for death or injury to person or damage to property, attorneys' fees and court costs. The indemnities set forth in this paragraph are in addition to, and not in limitation of, any

indemnification or other rights or remedies available to Grantor at law or in equity. The provisions of this paragraph will survive any termination of the Easement or this Agreement.

9. Environmental Matters. Grantee will not permit any contamination, dumping or other environmental waste to be left, stored, disposed, or released in or on the Easement Area or the Property. Additionally, Grantee will not create, exacerbate or cause any "Environmental Condition" (as defined below) on or about the Property or the Easement Area. Nothing in the foregoing will be construed to impose liability on Grantee for any latent Environmental Condition existing at the Property and unknown to Grantee as of the date of this Agreement. For purposes of this Agreement, "Environmental Condition" means (a) contamination or pollution of soil, air, surface or groundwater, (b) the disposal, placement, existence, presence or release or threat of release of a "Hazardous Material" (as defined below) and the affects thereof, or (c) noncompliance with or violation of "Applicable Law" (as defined below) including, without limitation, any lack of required governmental permits or approvals. "Hazardous Material" means (x) any substance, the presence of which requires investigation, remediation, or other response or corrective action under Applicable Law, or (y) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to Applicable Law, or (z) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons. "Applicable Law" means all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution.
10. Notice. All communications, consents, and other notices provided for in this Agreement will be in writing and will be effective on the date sent by receipted hand delivery, e-mail, nationally-recognized, overnight courier, or registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Grantee:

CITY OF SARATOGA SPRINGS
1307 N. Commerce Dr. #200
Saratoga Springs, Utah 84045
Attention: Gordon Miner
E-mail: gminer@saratogaspringscity.com

To Grantor:

IHC HEALTH SERVICES, INC.
36 South State Street, 23rd Floor
Salt Lake City, Utah 84111
Attention: Corporate Real Estate Director
E-mail: tom.uriona@imail.org

11. No Public Dedication. Nothing in this Agreement will be deemed or considered to be a dedication of all or any part of the Easement Area or the Property for the general public.

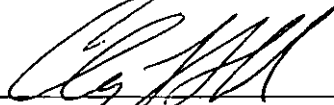
12. Miscellaneous.

- (a) This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed, in writing, by the party making the waiver, except as otherwise provided herein.
- (b) This Agreement may be signed in one or more counterparts with the same effect as if the parties executing the counterparts had all executed one document. The exhibits attached to this Agreement are incorporated by this reference.
- (c) If any provision is held to be invalid and unenforceable, the provision will be severable from, and the invalidity and unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.
- (d) This Agreement constitutes a covenant running with the land and will be binding upon and inure to the benefit of successors and assigns of Grantor and Grantee.
- (e) This Agreement is to be governed by and construed in accordance with Utah law. Time is of the essence. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein will not be deemed a waiver of any rights or remedies, and will not be deemed a waiver of any subsequent breach or default.
- (f) The provisions of this Agreement are not intended to create, nor will they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. The provisions of this Agreement will be construed as a whole and not strictly for or against any party. Nothing in this Agreement is intended to create an enforceable right, claim, or cause of action by any third-party against any party to this Agreement.

[signatures and acknowledgments on following page(s)]


IN WITNESS WHEREOF, Grantor has executed this Agreement as of the date first written above.

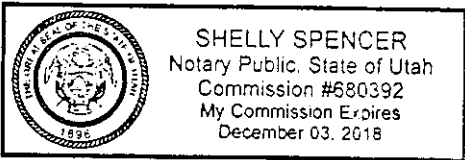
IHC HEALTH SERVICES, INC.,
a Utah nonprofit corporation

By: 
Print Name: Clay L. Ashdown
Title: Vice President

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

The foregoing instrument was acknowledged before me this 30 day of January, 2018, by Clay L. Ashdown, the Vice President of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation.


NOTARY SIGNATURE AND SEAL



IN WITNESS WHEREOF, Grantee has executed this Agreement as of the date first written above.

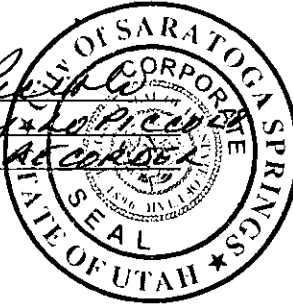
CITY OF SARATOGA SPRINGS, a body politic of the State of Utah

By: [Signature]
Print Name: MARK CHRISTENSEN
Title: CITY MANAGER

Attest:

Approved as to form:

By: [Signature]
Print Name: JCINQUA LOPICCOLO
Title: CITY ATTORNEY



By: [Signature]
Print Name: KEVIN THURMAN
Title: CITY ATTORNEY

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 6 day of February, 2018, by MARK CHRISTENSEN, the CITY MANAGER of CITY OF SARATOGA SPRINGS, a body politic of the State of Utah.

[Signature]
NOTARY SIGNATURE AND SEAL

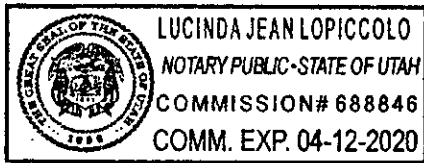


EXHIBIT A**Description of the Property**

Property located in Utah County, Utah, particularly described as follows:

North Parcel

A PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN SARATOGA SPRINGS, UTAH COUNTY, UTAH:

BEGINNING AT A POINT LOCATED 38.50 FEET NORTH 89°38'31" EAST ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION 14; AND RUNNING THENCE NORTH 89°38'31" EAST 1338.10 FEET ALONG THE SECTION LINE TO THE NORTHWEST CORNER OF LOT 1, PLAT A, CROSSROADS RANCHETTES SUBDIVISION AS IT IS STAKED ON THE GROUND; THENCE SOUTH 31°05'30" WEST 852.59 FEET ALONG THE WESTERLY LINE OF SAID SUBDIVISION AS IT IS STAKED ON THE GROUND; THENCE NORTH 73°04'07" WEST 76.21 FEET; THENCE SOUTH 31°05'30" WEST 171.12 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 120.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 124.68 FEET (CENTRAL ANGLE EQUALS 59°31'48" AND LONG CHORD BEARS SOUTH 60°51'24" WEST 119.15 FEET) TO A POINT OF TANGENCY; THENCE NORTH 89°22'42" WEST 574.26 FEET TO THE EASTERLY LINE OF THE NEW ALIGNMENT OF 400 WEST STREET AS WIDENED TO 38.50 FOOT HALF-WIDTH; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FOUR COURSES: NORTH 0°22'06" EAST 47.09 FEET TO A POINT OF CURVATURE; NORTHWESTERLY ALONG THE ARC OF A 338.50 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 157.77 FEET (CENTRAL ANGLE EQUALS 26°42'17" AND LONG CHORD BEARS NORTH 12°59'03" WEST 156.35 FEET) TO A POINT OF REVERSE CURVATURE; NORTHWESTERLY ALONG THE ARC OF A 261.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 121.88 FEET (CENTRAL ANGLE EQUALS 26°42'17" AND LONG CHORD BEARS NORTH 12°59'03" WEST 120.78 FEET) TO A POINT OF TANGENCY; AND NORTH 0°22'06" EAST 580.76 FEET TO THE POINT OF BEGINNING.

CONTAINS 935,289 SQ. FT. OR 21.471 ACRES

South Parcel

A PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN SARATOGA SPRINGS, UTAH COUNTY, UTAH:

BEGINNING AT A POINT ON THE NORTH LINE OF CROSSROADS BOULEVARD AS WIDENED TO 60.00 FOOT HALF-WIDTH LOCATED 1277.04 FEET SOUTH 0°22'06" WEST ALONG THE SECTION LINE AND 106.00 FEET SOUTH 89°22'42" EAST ALONG SAID NORTH LINE FROM THE NORTHWEST CORNER OF SAID SECTION 14; AND RUNNING THENCE ALONG THE EAST LINE OF 400 WEST STREET THE FOLLOWING THREE COURSES: NORTH 0°22'06" EAST 75.62 FEET; NORTH 5°18'46" WEST 80.81 FEET; AND NORTH 0°22'06" EAST 196.50 FEET; THENCE SOUTH 89°22'42" EAST 4.50 FEET TO THE EASTERLY LINE OF THE NEW ALIGNMENT OF 400 WEST STREET AS WIDENED TO 38.50 FOOT HALF-WIDTH; THENCE NORTH 0°22'06" EAST 28.00 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 89°22'42" EAST 574.26 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY

ALONG THE ARC OF A 120.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 124.68 FEET (CENTRAL ANGLE EQUALS 59°31'48" AND LONG CHORD BEARS NORTH 60°51'24" EAST 119.15 FEET) TO A POINT OF TANGENCY; THENCE NORTH 31°05'30" EAST 171.12 FEET; THENCE SOUTH 73°04'07" EAST 76.21 FEET TO THE WEST LINE OF CROSSROADS RANCHETTES SUBDIVISION AS IT IS STAKED ON THE GROUND; THENCE ALONG THE WESTERLY LINE OF SAID SUBDIVISION AS IT IS STAKED ON THE GROUND THE FOLLOWING THREE COURSES: SOUTH 31°05'30" WEST 231.40 FEET; SOUTH 25°53'30" WEST 180.67 FEET; AND SOUTH 2°48'00" WEST 199.77 FEET; THENCE SOUTH 43°39'39" EAST 4.59 FEET TO THE NORTH LINE OF SAID CROSSROADS BOULEVARD AS WIDENED TO 60.00 FOOT HALF-WIDTH; THENCE NORTH 89°22'42" WEST 633.57 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

CONTAINS 269,289 SQ. FT. OR 6.182 ACRES

SUBJECT TO ALL RESTRICTIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD AND CURRENT PROPERTY TAXES.

EXHIBIT B

Description and Depiction of Easement Area

Real property situated in Utah County, Utah, more particularly described as follows:

A 20.00 FOOT WIDE EASEMENT BEING 10.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

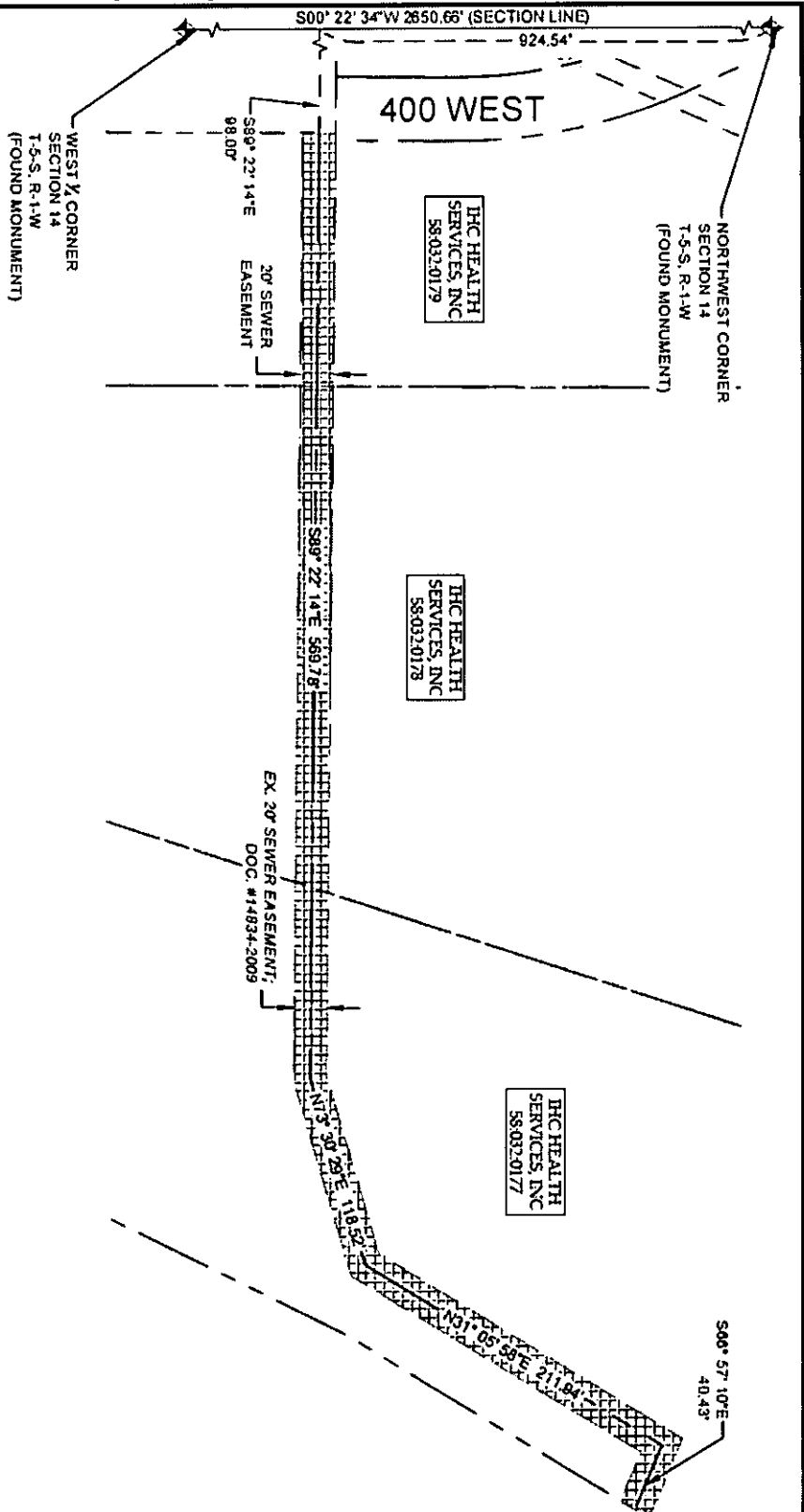
BEGINNING AT A POINT WHICH IS S00° 22' 34"W 934.54 FEET ALONG THE SECTION LINE AND S89° 22' 14"E 98.00 FEET FROM THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH; THENCE S89° 22' 14"E 569.78 FEET; THENCE N73° 30'29"E 118.52 FEET; THENCE N31° 05' 58"E 211.94 FEET; THENCE S66° 57' 10"E 40.43 FEET TO THE ENDPOINT OF THIS EASEMENT CENTERLINE

CONTAINS 0.43 ACRES (18,814 SQUARE FEET)

BASIS OF BEARING IS S00° 22' 34"W BETWEEN THE FOUND MONUMENTS AT THE NORTHWEST CORNER AND THE WEST 1/4 CORNER OF SAID SECTION 14.

SUBJECT TO ALL RESTRICTIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD AND CURRENT PROPERTY TAXES.

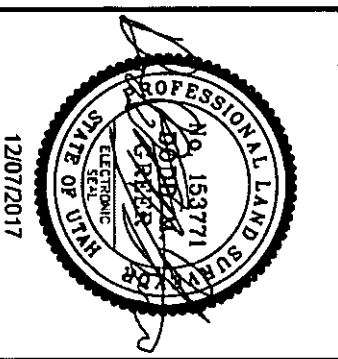
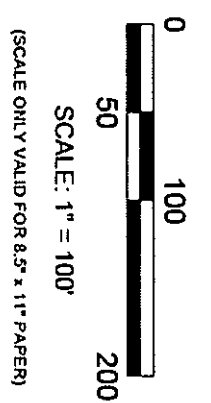
[see also image on following page(s)]



LEGAL DESCRIPTION

PARCEL 14 - SEWER EASEMENT

A 20.00 FOOT WIDE EASEMENT BEING 10.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
 BEGINNING AT A POINT WHICH IS S00° 22' 34" W 934.54 FEET ALONG THE SECTION LINE AND S89° 22' 14" E 88.00 FEET FROM THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH; THENCE S89° 22' 14" E 568.78 FEET; THENCE N73° 30' 29" E 118.52 FEET; THENCE N31° 05' 58" E 211.04 FEET; THENCE S00° 57' 10" E 40.43 FEET TO THE ENDPOINT OF THIS EASEMENT CENTERLINE
 CONTAINS 0.43 ACRES (18,814 SQUARE FEET)
 BASIS OF BEARING IS S00° 22' 34" W BETWEEN THE FOUND MONUMENTS AT THE NORTHWEST CORNER AND THE WEST 1/4 CORNER OF SAID SECTION 14.



IHC HEALTH SERVICES, INC - 58:032:0161
 & 58:032:0062 - SEWER EASEMENT

400 WEST CONNECTOR
 SARATOGA SPRINGS, UTAH

SHEET 1 OF 1

