



ENT 128164:2021 PG 1 of 10  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2021 Jul 21 10:35 am FEE 0.00 BY SA  
RECORDED FOR SARATOGA SPRINGS CITY

## EASEMENT

ESMT No. 2282  
Beneficiary: SCH

THIS EASEMENT AGREEMENT (“**Agreement**”) is made and entered into July 14, 2020, 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 generally depicted in **Exhibit A-1** (the “**Subject Property**”).

B. SCP Fox Hollow LLC (“**Fox Hollow**”), the developer of certain lands adjacent to the Subject Property, desires to construct drainage improvements and water and debris storage areas on the Subject Property. Grantor will issue Fox Hollow a separate, temporary right of entry for such construction activities. After construction, Grantee will take ownership and maintain these improvements.

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

1. **Grant of Easement.** Grantor hereby grants to Grantee an easement over the Subject Property, which easement shall be for the use and maintenance of drainage control improvements and water and debris storage structures (the “**Improvements**”) on the Subject Property. The Improvements will be constructed by Fox Hollow in material compliance with those plans prepared by Benchmark Engineering & Surveying for the Fox Hollow Subdivision and dated June 6, 2019 (the “**Improvement Plans**”), and incorporated herein by reference. Grantee shall allow Fox Hollow and/or its agents and contractors to enter the Subject Property in order to construct and maintain the improvements. Grantee shall accept, take title to, and maintain the Improvements once they have been installed in material compliance with the Improvement Plans.

2. **Term.** The term of this Agreement begins on the date first set forth herein and terminates on the earlier of that date which is thirty (30) years thereafter or until the Improvements are no longer necessary or in service or rendered useless due to lack of proper maintenance or due to other development rendering the Improvements unnecessary. In the event the Improvements

are not constructed by Fox Hollow within two (2) years from the date first set forth herein, this Agreement shall terminate on its own terms and without further notice.

3. **Maintenance of Improvements; Costs and Expenses.** Once Grantee takes title to and accepts the Improvements, Grantee shall pay or cause to be paid all costs and expenses in connection with the operation, repair, replacement, and maintenance of the Improvements, and hold Grantor harmless from any and all liability (including expenses for attorney's fees) which may arise from the operation, repair, replacement, and maintenance of said Improvements. The operation, repair, replacement, and maintenance 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.

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. 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. **Relocation of Improvements.** Grantor reserves the right to relocate or modify the location of the Improvements, 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 and shall provide Grantee with reasonably similar access as required pursuant to this Agreement and ordinances of the City of Saratoga Springs.

6. **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 operating, repairing, replacing, and maintaining the Improvements.

7. **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. Grantee shall comply with Utah Administrative Code R850-60 et seq.

**8. Non-Exclusive Right.** The rights granted herein are 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 Improvements, or to dispose of the property by sale or exchange subject to this Agreement.

**9. 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 carry a policy 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. All policies must name Grantor as an additional insured and waive all rights of subrogation against Grantor.

**10. 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.

**11. 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 defaulting party 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 to remedy the default, the non-defaulting party may terminate this Agreement. Such termination shall be effective upon the non-defaulting party's giving written notice. In the event the defaulting party is the Grantee, Grantee shall immediately surrender possession of the Subject Property to Grantor and restore the Subject Property to its prior condition including removing all Improvements. In such event, the parties may mutually agree that all improvements on the Subject Property 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.

**12. Notice.** Any notice contemplated herein to be served upon either party shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and

certified or registered, to the respective addresses set forth in the preamble of this Agreement. Grantee represents that it has notified holders of other interest holders in the area surrounding the Subject Property, as set forth in **Exhibit B** attached hereto, of Grantee's rights and plans hereunder. Grantee represents that the Improvements will not unreasonably interfere with or cause damage to such other existing users.

**13. 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; and (ii) any claim for damage growing out of the work of, any operation, repair, restoration, maintenance, 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 in good faith contests 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.

**14. 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 any surrounding lands proximately caused by Grantee which necessitates suppression action that incurs cost, Grantee shall pay for such costs.

**15. Utah Law Applies.** This Agreement shall be interpreted and governed by the laws of the State of Utah, without regard it is choice or conflicts of laws principles that may refer the interpretation of this Agreement to the laws of another State.

**16. 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.

**17. 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.

**18. Covenant Running with the Land; No Third Party Beneficiaries.** The easement 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. There are no intended third party beneficiaries to this Agreement.

19. **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.

20. **Counterparts and Electronic Signatures.** The parties may execute this Agreement in counterparts, each of which when taken together will be deemed one and the same document. The parties may execute this Agreement by exchange of electronic signatures and such electronic signatures are enforceable against the signing party. The parties agree that an electronic version of this Agreement has the same legal effect and/or enforceability as a paper version as per Utah Code § 46-4-201.

21. **Entire Agreement.** This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between the parties relative to the easement, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them other than as set forth in this Agreement. The parties may only amend this Agreement in a writing signed by both parties.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

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

By: David Ure  
David Ure, Director

APPROVED AS TO FORM  
SEAN D. REYES  
ATTORNEY GENERAL

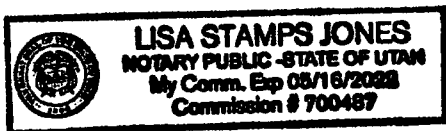
BY: Chris Shiraldi  
Special Assistant Attorney General

STATE OF UTAH )  
 ) §  
COUNTY OF SALT LAKE )


On the 22<sup>nd</sup> day of September, 2020, ~~2014~~, personally appeared before me David Ure, who being duly sworn did say that he is the Director of the Utah School and Institutional Trust Lands Administration, and authorized to execute the above instrument.

[Signature]  
My commission expires: 5/16/22

Notary Public, residing at:  
Salt Lake Co.



GRANTEE: CITY OF SARATOGA SPRINGS

By:   
Its: CITY MANAGER

ATTEST:

  
City Recorder



**Exhibit A**  
**Legal Description of Subject Property**

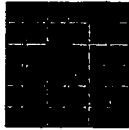
**AN EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 EAST AND THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT BEING SOUTH 00°17'21" WEST 883.52 FEET ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SAID SECTION 12 AND RUNNING THENCE SOUTH 00°17'21" WEST 25.62 FEET ALONG SAID SECTION LINE; THENCE SOUTH 80°00'00" WEST 6.36 FEET; THENCE SOUTHWESTERLY 6.96 FEET ALONG THE ARC OF A 5.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, CHORD BEARS SOUTH 40°08'00" WEST 6.41 FEET; THENCE SOUTH 00°15'59" WEST 115.33 FEET; THENCE SOUTH 10°09'54" EAST 31.88 FEET; THENCE SOUTH 84°39'06" EAST 45.98 FEET; THENCE SOUTH 05°20'54" WEST 43.00 FEET; THENCE NORTH 84°39'06" WEST 55.87 FEET; THENCE NORTHWESTERLY 39.00 FEET ALONG THE ARC OF A 30.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, CHORD BEARS NORTH 47°24'30" WEST 36.31 FEET; THENCE NORTH 10°09'54" WEST 42.95 FEET; THENCE NORTHERLY 5.46 FEET ALONG THE ARC OF A 30.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, CHORD BEARS NORTH 04°56'57" WEST 5.45 FEET; THENCE NORTH 00°15'59" EAST 93.90 FEET; THENCE NORTHWESTERLY 5.76 FEET ALONG THE ARC OF A 8.50 FOOT RADIUS TANGENT CURVE TO THE LEFT, CHORD BEARS NORTH 19°07'58" WEST 5.65 FEET; THENCE NORTH 38°31'54" WEST 15.40 FEET; THENCE NORTHWESTERLY 5.23 FEET ALONG THE ARC OF A 8.50 FOOT RADIUS TANGENT CURVE TO THE LEFT, CHORD BEARS NORTH 56°09'09" WEST 5.15 FEET; THENCE NORTH 73°46'25" WEST 120.10 FEET; THENCE NORTHWESTERLY 14.06 FEET ALONG THE ARC OF A 20.50 FOOT RADIUS TANGENT CURVE TO THE RIGHT, CHORD BEARS NORTH 54°07'14" WEST 13.79 FEET; THENCE NORTH 34°28'03" WEST 419.75 FEET; THENCE NORTH 55°31'57" EAST 43.00 FEET; THENCE SOUTH 34°28'03" EAST 411.72 FEET; THENCE SOUTH 73°46'25" EAST 112.07 FEET; THENCE SOUTHEASTERLY 25.50 FEET ALONG THE ARC OF A 51.50 FOOT RADIUS TANGENT CURVE TO THE RIGHT, CHORD BEARS SOUTH 59°35'09" EAST 25.25 FEET; THENCE NORTH 81°32'59" EAST 35.95 FEET TO THE POINT OF BEGINNING.**

**END**



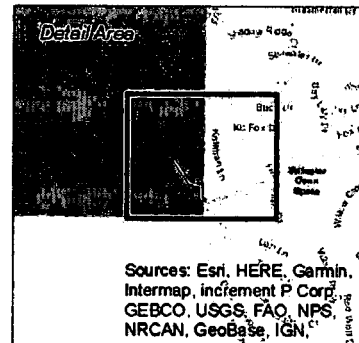
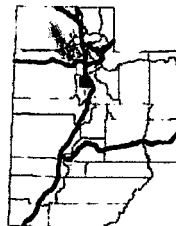
**Exhibit A-1**  
**Map of Subject Property**



**Development Easement 2282**  
**Saratoga Springs Drainage Easement (Part of DEVL 1142)**  
 Township 6 South, Range 1 West, within Section 11, 12 SLB&M  
 Utah County



**Land Ownership and Administration**  
 Private  
 State Trust Lands



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 establish 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 of the information. 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. Lakes, rivers, streams, highways, roads, county and state boundaries are distributed by the Utah Automated Geographic Reference Center and/or other sources as specified. Contour lines (if present) were generated from USGS 10 meter DEM. Please Note: While SITLA works 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 801-538-5100 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 August 12, 2019 - hbtkan

**Exhibit B**  
Holders of Other Interests

<b>Grazing Permit</b>	<b>GP23433</b>	<b>Exp: June 29, 2031</b>
Gerald & Jeannie Roundy		
5635 West 11300 South		
Payson, UT 84633		

END