



ENT 14420:2019 PG 1 of 15
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2019 Feb 21 3:26 pm FEE 0.00 BY DA
 RECORDED FOR SARATOGA SPRINGS CITY

WHEN RECORDED MAIL TO:

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

Parcel No. _____

(space above for Recorder's use)

**400 WEST TRAIL
 DEDICATION AND IMPROVEMENT AGREEMENT**

THIS DEDICATION AND IMPROVEMENT AGREEMENT (the "Agreement") is made and entered into as of the 14 day of January, 2018, by and among the City of Saratoga Springs, a Utah municipal corporation (the "City"), IHC Health Services, Inc., a Utah nonprofit corporation ("Intermountain Healthcare"), and Starhaven Partnership Ltd., a Utah limited partnership ("Starhaven"). Intermountain Healthcare and Starhaven are hereinafter collectively referred to as "Owners." The City and Owners are collectively referred to herein as the "Parties."

RECITALS:

A. Intermountain Healthcare owns certain real property located in the City of Saratoga Springs, Utah County, State of Utah, (the "Intermountain Property"), as more particularly described in **Exhibit A-1** attached hereto and incorporated herein by reference. The Intermountain Property fronts 400 West on the east.

B. Starhaven owns certain real property located in the City of Saratoga Springs, Utah County, State of Utah (the "Starhaven Property" and, together with the Intermountain Property, the "Property"), as more particularly described in **Exhibit A-2** attached hereto and incorporated herein by reference. The Starhaven Property fronts 400 West on the west.

C. As a condition of development of each Property, the City requires that a portion of each Property be dedicated to the City for construction of a public pedestrian trail (the "Trail Requirement"), in such locations as shown on the City's current Trail Master Plan.

D. Intermountain Healthcare has agreed to convey to the City the western five (5) feet of the Intermountain Property that fronts on 400 West (the "Trail Dedication"), as more particularly described in **Exhibit B** attached hereto and incorporated herein by reference (the "Trail Property"), and Starhaven has agreed to construct, at its sole cost and expense, a public pedestrian trail in the Trail Property (the "Trail Improvement"), both in exchange for the City's agreement to accept the Trail Dedication and Trail Improvement as satisfaction of each of Owners' Trail Requirement associated with its Property, subject to the terms and conditions of this Agreement set forth below. Starhaven is required to install other portions of a public trail along Crossroads Boulevard, which is covered in a separate agreement with the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Dedication of the Trail Property.** Subject to the terms and conditions of this Agreement, Intermountain Healthcare agrees to convey to the City the Trail Property by delivering to the City, within 30 days after the full and complete execution of this Agreement, a duly executed and notarized Quitclaim Deed in substantially the form of **Exhibit C** attached hereto and incorporated herein by reference. The City hereby agrees that upon receipt of said Quitclaim Deed, Intermountain Healthcare’s Trail Requirement associated with the Intermountain Property will be satisfied in full.

2. **Construction and Installation of Trail Improvement.** Starhaven will construct and install the Trail Improvement, at its sole cost and expense, in the Trail Property in a manner and design as required by the City. Subject to force majeure, Starhaven will complete the Trail Improvement by _____, 20___. The City hereby agrees that upon acceptance by the City of the Trail Improvement, Starhaven’s Trail Requirement associated with the Starhaven Property will be satisfied in full, except that Starhaven is required per separate agreement to install a trail along Crossroads Boulevard.

3. **Amendment to Trail Master Plan.** Upon receipt of the Quitclaim Deed from Intermountain Healthcare, the City agrees to amend the Trail Master Plan to reflect the location of the Trail Property.

4. **Notices.** Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally or, if mailed, upon (i) actual receipt if sent by registered or certified mail, or (ii) four days after sending if sent via regular U.S. Mail, or (iii) the next business day after depositing with a nationally recognized overnight courier service. Said notice shall be sent or delivered to the following addresses (unless specifically changed by the either party in writing):

| | |
|---------------------------|---|
| City: | City of Saratoga Springs Attn: Mark Christensen, City Manager 1307 North Commerce Dr. #200 Saratoga Springs, UT 84043 |
| Starhaven: | Starhaven Partnership, Ltd. Attn: Kenneth D. Evans, General Partner 11282 West 8570 North Saratoga Springs, 84045 |
| Intermountain Healthcare: | Intermountain Healthcare Attn: Tom Uriona, Corporate Real Estate Director 36 South State Street 23rd Floor Salt Lake City, UT 84111 |

5. **No New Liens.** Neither Owner shall, after full execution of this Agreement, cause or permit any new liens, covenants, conditions, restrictions, easements, or any other matters to encumber title to the Trail Property.

6. **Title.** Intermountain Healthcare represents that it has fee title to the Trail Property and can legally convey the same to the City.

7. **Changes During Transaction.** Each Owner agrees that from the date this Agreement is signed by the Parties until the date of recording of the Quitclaim Deed, none of the following shall occur without the prior written consent of City: (a) no substantial alterations or improvements to the Trail Property shall be made or undertaken; (b) no further financial encumbrances to the Trail Property shall be made, and (c) no changes in the legal title to the Trail Property shall be made

8. **Default.** If any of the Parties fails to comply with the terms of this Agreement, either non-defaulting Party shall send written notice and provide a reasonable opportunity to cure. If the default is not cured within a reasonable time, the defaulting Party agrees to pay all reasonable attorneys' fees and costs incurred by the non-defaulting Parties in enforcing their respective rights hereunder.

9. **Time of the Essence.** It is agreed that time is of the essence of this Agreement.

10. **Successors and Assigns.** This Agreement shall bind each of the Parties hereto and their respective heirs, personal representatives, successors, and assigns.

11. **Entire Agreement/Modifications.** This Agreement, together with any exhibits incorporated by reference, constitutes the final expression of the Parties' agreement and is a complete and exclusive statement of the terms of that agreement. This Agreement supersedes all prior or contemporaneous negotiations, discussions, and understandings, whether oral or written or otherwise, all of which are of no further effect. This Agreement may not be changed, modified, or supplemented except in writing signed by the Parties hereto.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

13. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one single agreement.


14. **Incorporation of Recitals.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

[signatures and acknowledgments on following page(s)]

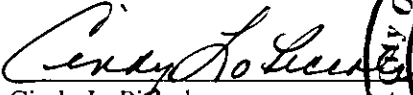
IN WITNESS WHEREOF, the City has executed this Agreement as of the day and year first above written.

“CITY”

THE CITY OF SARATOGA SPRINGS,
a Utah municipal corporation

By: 
Mark Christensen, City Manager

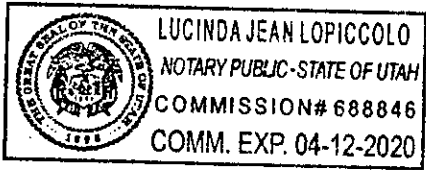
ATTEST:


Cindy LoPiccolo
City of Saratoga Springs, City Recorder



STATE OF UTAH)
 : ss
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 14 day of January, 2019, by Mark Christensen as City Manager of THE CITY OF SARATOGA SPRINGS, a Utah municipal corporation.




Notary Public

[signatures and acknowledgments continued on following page(s)]

IN WITNESS WHEREOF, Starhaven has executed this Agreement by and through its duly authorized representative as of the day and year first above written.

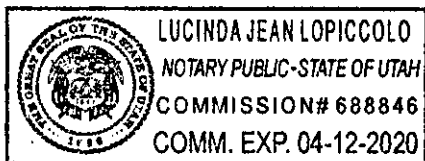
“STARHAVEN”

STARHAVEN PARTNERSHIP LTD.,
a Utah limited partnership

By: Kenneth D. Evans
Kenneth D. Evans, General Partner

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 14th day of January, 2019, by Kenneth D. Evans as General Partner of STARHAVEN PARTNERSHIP LTD., a Utah limited partnership.



Lucinda J. Lopiccolo
Notary Public

[signatures and acknowledgments continued on following page(s)]

IN WITNESS WHEREOF, Intermountain Healthcare has executed this Agreement by and through its duly authorized representative as of the day and year first above written.

“INTERMOUNTAIN HEALTHCARE”

IHC HEALTH SERVICES, INC.,
a Utah nonprofit corporation

By: [Signature]
Name: Clayton C. Ashdown
Its: [Signature]

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 24 day of January, 2019, by Clayton C. Ashdown as vice president of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation.

[Signature]
Notary Public



EXHIBIT "A-1"

(Legal Description of Intermountain Property)

Exhibit A-1

**IHC Saratoga
North Parcel**

**November 28, 2016
Revised May 26, 2017**

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**

Exhibit A-1

**IHC Saratoga
South Parcel**

**November 28, 2016
Revised May 26, 2017**

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**

EXHIBIT "A-2"

(Legal Description of Starhaven Property)

Exhibit A-2

IHC Saratoga

December 6, 2018

All of Lots 1, 4 and 5 of Starhaven Amended Plat A Subdivision according to the Official Plat thereof.

Excepting therefrom that portion of said Lots lying within the Right-of-Way of 400 West Street as dedicated.

ALSO:

A part of the Northwest Quarter of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah:

Beginning at a point on the North Line of State Highway 73 as widened to 60.00 foot half-width located 1277.05 feet South 0°22'06" West along the Section Line from the Northwest Corner of said Section 14; and running thence North 0°22'06" East 539.77 feet along the Section Line to the Westerly Line of the new alignment of 400 West Street as widened to 38.50 foot half-width; thence along said Westerly Line the following two courses: Southeasterly along the arc of a 261.50 foot radius curve to the right a distance of 116.44 feet (Center bears South 64°51'19" West, Central Angle equals 25°30'47" and Long Chord bears South 12°23'17" East 115.48 feet) to a point of tangency; and South 0°22'06" West 74.75 feet; thence South 89°22'42" East 4.50 feet to the Westerly Line of 400 West Street; thence along said Westerly Line the following three courses: South 0°22'06" West 197.22 feet; South 6°04'44" West 80.40 feet; and South 0°22'06" West 75.25 feet to the North Line of the State Highway; thence North 89°22'42" West 22.00 feet along said North Line to the point of beginning.

**Contains 13,492 sq. ft.
or 0.310 acre**

EXHIBIT "B"

(Legal Description of Trail Property)

Exhibit B

IHC Saratoga Trail Dedication

December 6, 2018

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 East Line of 400 West Street 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 5.00 feet along said Section Line; thence South 0°22'06" West 580.82 feet to a point of curvature; thence Southeasterly along the arc of a 256.50 foot radius curve to the left a distance of 119.55 feet (Central Angle equals 26°42'17" and Long Chord bears South 12°59'03" East 118.47 feet) to a point of reverse curvature; thence Southeasterly along the arc of a 343.50 foot radius curve to the right a distance of 160.10 feet (Central Angle equals 26°42'17" and Long Chord bears South 12°59'03" East 158.66 feet) to a point of tangency; thence South 0°22'06" West 80.11 feet; thence North 89°22'42" West 4.50 feet; thence South 0°22'06" West 191.23 feet; thence South 5°18'46" East 80.82 feet; thence South 0°22'06" West 75.89 feet to the North Line of Crossroads Boulevard as it exists at 60.00 foot half-width; thence North 89°22'42" West 5.00 feet along said North Line to the Easterly Line of 400 West Street; thence along said Easterly Line the following eight courses: North 0°22'06" East 75.62 feet; North 5°18'46" West 80.82 feet; North 0°22'06" East 196.50 feet; South 89°22'42" East 4.50 feet; North 0°22'06" East 75.09 feet to a point of curvature; Northeasterly 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 Section Line and the point of beginning.

Contains 6,465 sq. ft.

WHEN RECORDED MAIL TO:

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

Parcel No. _____

(space above for Recorder's use)

QUITCLAIM DEED

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation, whose address is 36 South State Street, 23rd Floor, Salt Lake City, Utah 84111 ("Grantor"), forever quitclaims, to CITY OF SARATOGA SPRINGS, a Utah municipal corporation, whose address is 1307 N. Commerce Drive, Suite 200, Saratoga Springs, UT 84045 ("Grantee"), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described tract of real property located in Utah County, Utah (the "Property"):

See Exhibit A attached hereto.

RESERVING unto Grantor any water rights or rights to the use of water whether appurtenant to the Property or not in which Grantor may have an interest. Grantor does not intend by this deed to transfer any water rights or rights to the use of water and it is Grantor's intent that this conveyance shall not transfer any water rights or rights to the use of water by implication.

WITNESS the hand of said Grantor, this 12 day of February, 2019.

GRANTOR:

IHC HEALTH SERVICES, INC.,
a Utah nonprofit corporation

By: [Signature]
Print Name: Clay L. Ashdown
Title: Vice President

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 12 day of February, 2019, this instrument was acknowledged before me by Clay L. Ashdown, the Vice President of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation.

[Signature]
Notary Signature and Seal



Exhibit A

Description of the IHC Saratoga Trail Dedication Property

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 East Line of 400 West Street 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 5.00 feet along said Section Line; thence South 0°22'06" West 580.82 feet to a point of curvature; thence Southeasterly along the arc of a 256.50 foot radius curve to the left a distance of 119.55 feet (Central Angle equals 26°42'17" and Long Chord bears South 12°59'03" East 118.47 feet) to a point of reverse curvature; thence Southeasterly along the arc of a 343.50 foot radius curve to the right a distance of 160.10 feet (Central Angle equals 26°42'17" and Long Chord bears South 12°59'03" East 158.66 feet) to a point of tangency; thence South 0°22'06" West 80.11 feet; thence North 89°22'42" West 4.50 feet; thence South 0°22'06" West 191.23 feet; thence South 5°18'46" East 80.82 feet; thence South 0°22'06" West 75.89 feet to the North Line of Crossroads Boulevard as it exists at 60.00 foot half-width; thence North 89°22'42" West 5.00 feet along said North Line to the Easterly Line of 400 West Street; thence along said Easterly Line the following eight courses: North 0°22'06" East 75.62 feet; North 5°18'46" West 80.82 feet; North 0°22'06" East 196.50 feet; South 89°22'42" East 4.50 feet; North 0°22'06" East 75.09 feet to a point of curvature; Northeasterly 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 Section Line and the point of beginning.

Contains 6,465 sq. ft.