

When Recorded, Mail To:

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

ENT 19541:2023 PG 1 of 9
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Mar 30 10:15 am FEE 0.00 BY AR
RECORDED FOR SARATOGA SPRINGS CITY

(Space Above for Recorder's Use Only)

**STORM DRAINAGE EASEMENT AND MAINTENANCE
AGREEMENT FOR PUBLIC RUNOFF DISCHARGE**

This STORM DRAINAGE EASEMENT AND MAINTENANCE AGREEMENT FOR PUBLIC RUNOFF DISCHARGE (this "Agreement") is made and entered into effective as of the 29 day of March, 2023 (the "Effective Date"), by and between 22 Redwood, a Utah corporation/limited liability company ("Grantor") and the CITY OF SARATOGA SPRINGS, a Utah municipal corporation ("Grantee").

RECITALS

A. Grantor is the owner of that certain real property located in the City of Saratoga Springs, Utah County, Utah as more fully described in Exhibit A (the "Grantor Property").

B. Grantor is constructing the Northern Frontier project in the City of Saratoga Springs and has requested an allowed exception to Grantee's development Standards to discharge public storm water from Grantee's public streets and improvements into a private storm water detention basin in order to facilitate the development of Grantor's property.

C. To facilitate Grantor's development, Grantor and Grantee have determined it is mutually advantageous to grant Grantee an easement to allow public storm water to be discharged onto Grantor's property, that Grantor will be fully responsible for the construction, maintenance, repair, and replacement of the Facilities on Grantor's property, and that Grantor accepts all responsibility and liability for the discharge of storm water from public property.

D. "Facilities" or "Facility" are defined herein to include all facilities, pipes, channels, ponds, ditches, boxes, and all related appurtenances located on Grantor's property for the retention, detention, acceptance, disposal, and treatment of all private and public storm water on Grantor's Property, whether such storm water originates from public or private property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. **Perpetual Easement.** Grantor and its heirs, successors, and assigns, hereby grants to Grantee, its appointed and elected officers, employees, and agents, a perpetual and assignable easement covering Grantor's property with the right of immediate entry in, on, over, under, and across the land described above and to allow the flow of storm water from Grantee's property and improvements to be carried across and onto the private storm water Facilities on Grantor's property. Additionally, all rights, title, and privileges granted under this easement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives

2. **Maintenance for Private Storm Water Facility.** Grantor shall bear all costs, expenses, and risks arising out of, or in any way relating to, the operation, maintenance, and repair of the Private Storm Water Facility that receives water from Grantee's property or improvements. Grantor is fully responsible for maintaining and repairing this drainage system that crosses the property. Grantor's responsibilities shall also include, but not be limited to:

- a. Clearing culverts in Grantor's storm water drainage system;
- b. Ensuring the adequacy of the storm water drainage system design;
- c. Controlling the storm water runoff that will be created by the development;
- d. Maintaining the facilities in good repair and order to allow the public storm water to be retained, detained, and treated on Grantor's property at Grantor's sole risk and cost;
- e. Keeping the Facilities free and open to pass storm water runoff through Grantor's property from any public property, improvement, or facility.

If upon inspection by Grantee, the facilities are not being properly maintained or repaired, Grantee shall make the necessary repairs and all expenses for those repairs or maintenance shall be paid by Grantor within 30 days of receiving an invoice from Grantee.

3. **Indemnification and Hold Harmless.** The Grantor agrees to defend, indemnify and save harmless Grantee, its appointed and elected officers and employees, from and against all losses and expense, including but not limited to judgments, settlements, attorney fees and costs by reason of any and all claims and demands upon Grantee, its elected or appointed officials, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, arising out of the granting of this easement or the exercise of the rights granted to Grantee, whether such injury to persons or damage to property is due to the negligence of the Grantor, its or their employees or agents, Grantee, its appointed or elected officers, or its employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the Grantee, its appointed or elected officials or employees or agents.

4. **Notices.** All notices, demands, statements, and requests (collectively, the "Notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal

service upon the Party to whom the notice is addressed or if such Party is not available the date such notice is left at the address of the Party to whom it is directed, (ii) on the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, (iii) on the date the notice is delivered by a courier service (including Federal Express, Express Mail, Lone Star or similar operation) to the address of the Party to whom it is directed, provided it is sent prepaid, return receipt requested, or (iv) on the date the notice is sent by electronic mail with both a delivery and read receipt received by the sender. The addresses of the signatories to this Agreement are set forth below:

If to Grantor:

John D Hadfield
1450 W 1050N
PO Box 437
Lehi UT 84043
Jhadfield@hadcoconstruction.com

With a copy to:

If to Grantee:

Jeremey Lapin
Public Works Director
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045
jlapin@saratogaspringscity.com

With a copy to:

Kevin Thurman
City Attorney
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045
kthurman@saratogaspringscity.com

5. Miscellaneous.

5.1. Binding Effect. Except as expressly stated herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as the successors and assigns of such Persons.

5.2. Partial Invalidity. If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

5.3. Captions. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

5.4. Gender. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

5.5. Relationship of the Parties. Nothing contained herein shall be construed to make the parties hereto partners or joint venturers, or render any of such parties liable for the debts or obligations of the other party hereto.

5.6. Amendment. This Agreement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the Parties or their successor and assigns (as determined by the provisions herein).

5.7. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

5.8. Attorney Fees. In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

5.9. Assignment. Grantee may not at any time during this Agreement assign its rights and obligations under this Agreement without the prior written consent of Grantor, which consent may be granted or withheld in Grantors sole and absolute discretion and for any reason or no reason at all.

[Signature and acknowledgment to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTOR:

22 Redwood,
a Utah corporation/limited liability company

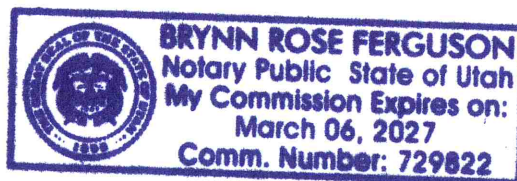
By: [Signature]
Name: John D Hadfield
Title: Managing Member

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

Before me, Brynn Rose Ferguson, of the state and county aforesaid personally appeared John D Hadfield, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Managing member of 22 Redwood, a Utah corporation/limited liability company/partnership, and that he/she as such, being authorized so to do, executed the foregoing instrument on behalf of the entity.

My Commission Expires: March 16, 2027

[Signature]
Notary Public for Utah



[Signature and acknowledgment to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTOR:

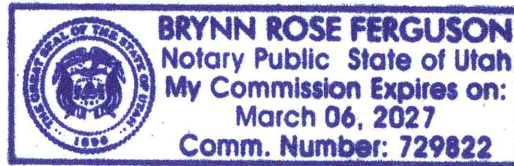
22 Redwood,
a Utah corporation/limited liability company

By: [Signature]
Name: Al Pafati
Title: managing member

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

Before me, Brynn Rose Ferguson, of the state and county aforesaid personally appeared Al Pafati, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the managing member of 22 Redwood, a Utah corporation/limited liability company/partnership, and that he/she as such, being authorized so to do, executed the foregoing instrument on behalf of the entity.

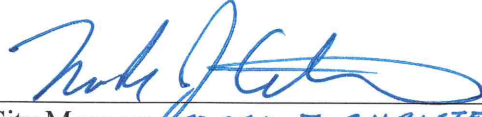
My Commission Expires: March 06, 2027 [Signature]
Notary Public for Utah



[Signature and acknowledgment to follow]

GRANTEE:

City of Saratoga Springs, a Utah municipal corporation


City Manager MARK J. CHRISTENSEN

ATTEST:

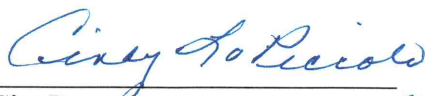

City Recorder CINCY LORICOLA



EXHIBIT A

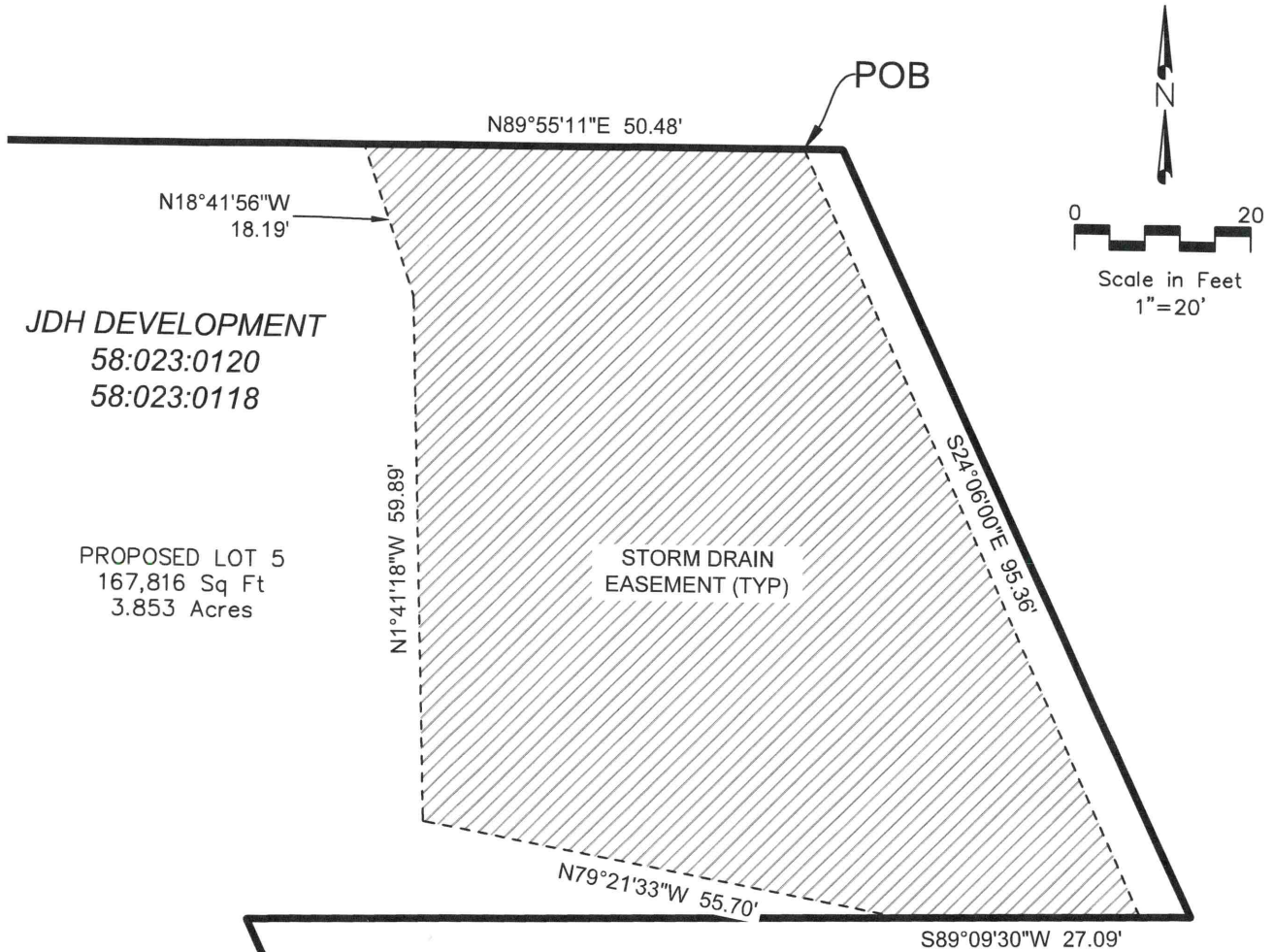
A perpetual storm drain easement being a part of that entire tract described as Parcel 1 and 2 in that Warranty Deed recorded June 7, 2019 as Entry No. 51639:2019 in the Office of the Utah County Recorder. Said easement is located in the Northwest Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian and described as follows:

Beginning at a point which is 2096.98 feet N. 89°55'02" E. along the Section line and 19.28 feet South from the Northwest Corner of said Section 11; thence S. 24°06'00" E. 95.36 feet; thence S. 89°09'30" W. 27.09 feet; thence N. 79°21'33" W. 55.70 feet; thence N. 01°41'18" W. 59.89 feet; thence N. 18°41'56" W. 18.19 feet; thence N. 89°55'11" E. 50.48 feet to the **Point of Beginning**.

The above-described easement contains 5,306 Sq Ft. in area or 0.121 Acre, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING N. 89°55'02" E. along the Section line between the Northwest Corner and North Quarter Corner of said Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian.



JDH DEVELOPMENT
58:023:0120
58:023:0118

PROPOSED LOT 5
167,816 Sq Ft
3.853 Acres

STORM DRAIN
EASEMENT (TYP)

Legend of Symbols




-  Proposed Lot Line
-  Adjacent Parcel Line
-  Easement Area

EXHIBIT "B"

JDH Development, LLC
Storm Drain

Assessor Parcel No:
58:023:0120 & 58:023:0118

Part of the Northwest Quarter
Sec. 11, T.5S., R.1W., S.L.B.&M.

PREPARED BY:



**CIVIL ENGINEERING
+ SURVEYING**

3032 South 1030 West, Suite 202, Salt Lake City, Utah 84119

May 24, 2021

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