



ENT 19978:2017 PG 1 of 6
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 Feb 28 10:15 am FEE 0.00 BY VP
RECORDED FOR SARATOGA SPRINGS CITY

**AMENDMENT NO. 1 TO
EASEMENT NO. 1256**

Fund: School

This AMENDMENT NO. 1 TO EASEMENT NO. 1256 (the “**Amendment**”) is entered into on the 8th day of February 2017, by and between the STATE OF UTAH, through the SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, 675 East 500 South, Suite 500, Salt Lake City, Utah 84102 (the “**Grantor**”), and the CITY OF SARATOGA SPRINGS, 1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah, 84043 (the “**Grantee**”).

Recitals

A. Effective April 25, 2007, Grantor and Grantee entered into Easement No. 1256 (the “**Easement**”) for the purpose of the construction, operation and maintenance of a water pipeline on certain lands owned by Grantor in Saratoga Springs, Utah County, Utah.

B. In addition to those improvements already on such property pursuant to the Easement, Grantee also desires to install a secondary waterline on the property subject to the Easement. Construction of such improvements requires an expansion of the easement corridor.

C. Grantee has agreed to assume all engineering, mobilization and construction costs associated with the installation of these new improvements. These improvements benefit lands owned by Grantor and allows them to be developed in the future.

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

1. **Amendment of Legal Description.** The legal description for the lands subject to the Easement (the “**Easement Lands**”) is hereby amended and replaced in its entirety by the legal description set forth in **Exhibit A**, attached hereto and incorporated by reference. The revised legal description expands the width of the Easement Lands to thirty (30) feet.

2. **Approval of Plans.** Prior to beginning construction on the new waterline or any other improvements on the Easement Lands, Grantee shall submit engineering plans and specifications and other relevant plans associated with the construction of the waterline to Grantor for Grantor’s written approval, which approval shall not be unreasonably withheld. Upon receipt, Grantor shall have 10 business days to approve the plans. If Grantor does not approve the plans within 10 business days, the plans shall be deemed accepted and Grantee may commence construction.

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3. **Relocation of Waterline.** Grantor reserves the right to relocate or modify the location of both the existing and the new waterline and any other improvements on the Easement Lands, 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 Easement Lands. Such relocation shall be at Grantor's cost. Such relocation shall not diminish or negatively impact Grantee's rights herein or the functionality, capacity, conveyance, flow, or pressures of the waterline

4. **No Other Amendments.** Except as expressly set forth herein, no other provisions of the Easement are or have been amended. The parties each hereby agree and acknowledge that the Easement, as amended, remains in full force and effect, and it is hereby ratified. If and to the extent that any of the terms or provisions of this Amendment are in conflict with any of the terms and provisions of the Easement, then the terms and provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed on the date first set forth in this agreement.

STATE OF UTAH
SCHOOL AND INSTITUTIONAL
TRUST LANDS ADMINISTRATION

David Ure
David Ure, Director

SARATOGA SPRINGS

By: [Signature]
Its: MARK CHRISTENSEN, CITY MANAGER

APPROVED AS TO FORM:
SEAN D. REYES
ATTORNEY GENERAL

By: Michelle E. McConkie
Michelle E. McConkie
Special Assistant Attorney General

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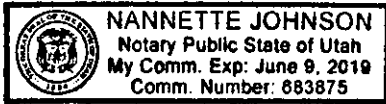
STATE OF UTAH)
)
) :\$.
COUNTY OF SALT LAKE)

On the 8 day of February 2017, personally appeared before me DAVID URE, who being by me duly sworn did say that he is the Director of the School and Institutional Trust Lands Administration of the State of Utah, and the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this 8 day of February 2017.

6-9-19
My Commission expires:

Nannette Johnson
Notary Public



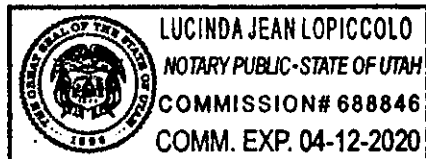
STATE OF UTAH)
)
) :\$.
COUNTY OF Utah)

On the 30th day of JANUARY 2017, personally appeared before me MARK CHRISTENSEN, who being by me duly sworn did say that s/he is the CITY MANAGER of SARATOGA SPRINGS, and the signer of the above instrument, who duly acknowledged that s/he executed the same.

Given under my hand and seal this 30th day of JANUARY 2017.

04-12-2020
My Commission expires:

Lucinda Lopiccolo
Notary Public



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Exhibit A
(Legal Description of Easement Lands)

SITLA NORTH FOOTHILL WATERLINE EASEMENT: PARCEL: 59:003:0004

A STRIP OF LAND FOLLOWING THE DESCRIBED BOUNDARY;
BEGINNING AT A POINT ON THE GRANTORS PROPERTY LINE, SAID POINT BEING WEST 638.59 FEET AND NORTH 3.17 FEET FROM THE NORTHEAST SECTION CORNER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; BASIS OF BEARINGS MAY BE DETERMINED LOCALLY AS N89°42'58"W ALONG THE SECTION LINE BETWEEN THE NORTHEAST SECTION CORNER AND NORTHWEST SECTION CORNER OF SAID SECTION 3; THENCE S21°14'22"W 25.99 FEET; THENCE S63°17'51"W 23.48 FEET; THENCE S18°17'59"W 333.03 FEET; THENCE S69°20'21"E 228.60 FEET; THENCE S65°22'10"E 220.08 FEET; THENCE S01°28'16"W 15.00 FEET; THENCE S64°46'33"E 68.78 FEET; THENCE S62°52'14"E 68.51 FEET; THENCE S61°06'03"E 69.06 FEET; THENCE S59°11'50"E 68.78 FEET; THENCE S57°20'26"E 68.78 FEET; THENCE S55°29'02"E 67.95 FEET TO THE PROPERTY BOUNDARY; THENCE S00°11'44"W 29.22 FEET; THENCE N54°45'37"W 152.21 FEET; THENCE N59°11'50"W 68.13 FEET; THENCE N61°06'03"W 68.42 FEET; THENCE N62°52'14"W 67.87 FEET; THENCE N64°46'33"W 68.44 FEET; THENCE N64°24'13"W 224.77 FEET; THENCE N69°20'21"W 256.35 FEET; THENCE N18°17'59"E 388.79 FEET TO THE PROPERTY BOUNDARY; THENCE S89°42'58"E 50.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 35,076 SQUARE FEET OR 0.81 ACRES MORE OR LESS.

ALSO, A TEMPORARY CONSTRUCTION EASEMENT FOLLOWING THE DESCRIBED BOUNDARY;
BEGINNING AT A POINT ON THE GRANTORS PROPERTY LINE, SAID POINT BEING WEST 638.59 FEET AND NORTH 3.17 FEET FROM THE NORTHEAST SECTION CORNER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; BASIS OF BEARINGS MAY BE DETERMINED LOCALLY AS N89°42'58"W ALONG THE SECTION LINE BETWEEN THE NORTHEAST SECTION CORNER AND NORTHWEST SECTION CORNER OF SAID SECTION 3; THENCE S21°14'22"W 25.99 FEET; THENCE S63°17'51"W 23.48 FEET; THENCE S18°17'59"W 333.03 FEET; THENCE S69°20'21"E 228.60 FEET; THENCE S65°22'10"E 220.08 FEET; THENCE N01°29'07"E 21.75 FEET; THENCE N65°22'10"W 212.23 FEET; THENCE N69°20'21"W 210.10 FEET; THENCE N18°17'59"E 305.56 FEET; THENCE N63°17'51"E 22.88 FEET; THENCE N21°14'22"E 41.33 FEET TO THE PROPERTY BOUNDARY;

THENCE N89°42'58"W ALONG THE PROPERTY BOUNDARY 21.42 FEET TO THE
POINT OF BEGINNING.

CONTAINING 16,233 SQUARE FEET OR 0.37 ACRES MORE OR LESS.

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Exhibit A1
 (Depiction of Subject Property)

ESMT 1256 Amendment and Temporary Construction Easement
 T6S R1W within Lot 1 of Section 3 SLB&M
 Utah County



ESMT 1256
 Saratoga Water Pipeline Easement Amendment (0.81 acres)
 Temporary Construction Easement (0.37 acres)

Land Ownership and Administration
 Private
 State Trust Lands

Imagery (Google) Date: 2016

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 ascertain 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 or the inability to use the data hereon. Land parcels, lease boundaries and associated SITLA data layers may have been updated to show 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. Base map image provided by Utah AGRC. Please Note: While SITLA seeks 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 801-438-8100 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: January 10, 2017 - sgould

