

**AFTER RECORDING
PLEASE RETURN TO:**
School and Institutional
Trust Lands Administration
1593 Grapevine Crossing
Washington, Utah 84780

EASEMENT AGREEMENT No. 2685

Fund: School

This Easement Agreement No. 2685 (this “**Agreement**”) is dated May 23, 2024 (the “**Effective Date**”) and is between the State of Utah, through the School and Institutional Trust Lands Administration, 102 South 200 East, Suite 600, Salt Lake City, Utah 84111 (“**Grantor**”) and Washington City, a municipal corporation, 1305 E. Washington Dam Road, Washington, Utah 84780 (“**Grantee**”).

RECITALS

- A. SITLA is an independent state agency responsible for managing lands held in trust by the State of Utah for certain named beneficiaries (“**trust lands**”), pursuant to Sections 6, 8, 10, and 12 of the Utah Enabling Act, Article XX, Section 2 of the Utah State Constitution, and Title 53C of the Utah Code.
- B. Grantor and Cole West Land, LLC (“**Developer**”) have entered into that certain Development Lease No. 1075 dated October 29, 2016 (“**Development Lease**”).
- C. Developer has installed a temporary easement for ingress and egress in order to use, install, operate, maintain, repair, remove, relocate and replace public utility and drainage facilities in and along certain real property owned by Grantor in Washington County, State of Utah.
- D. Article 7.5 of the Development Lease provides for the granting of certain public improvement easements.
- E. Grantee has requested and SITLA has agreed to grant Grantee an easement across trust lands on the terms and conditions of this Agreement.

The parties agree as follows:

AGREEMENT

1. **Grant of Easement/Purpose.** SITLA hereby grants Grantee an easement (the “**Easement**”) over and across those trust lands described on Exhibit A and depicted on Exhibit B (the “**Easement Lands**”).
2. **Purpose of Easement.** Grantee may use the Easement for the purposes of construction, operation, repair, and maintenance of temporary public utility and drainage facilities (the

“Facilities”), and activities reasonably incident to that use (the “Permitted Uses”). Grantee may use the Easement for the Permitted Uses and for no other purposes.

3. **Term of Easement.** The easement granted herein is temporary and will terminate on the earlier of (i) when the Easement Lands are dedicated by final plat or (ii) 5 years from the Effective Date.

4. **Third Party Rights.** This Agreement is subject to valid existing rights, whether or not of record.

5. **Notice to Existing Users.** Grantee represents that it has notified those holders of state-issued interests in the area surrounding the Easement Lands listed in Exhibit C (“Existing Users”) of Grantee’s rights and plans for the Easement. Grantee may not unreasonably interfere with or cause damage to the Existing Users in the location and construction of the Facilities and use of the Easement.

6. **No Cost to SITLA.** Grantee shall pay all costs and expenses arising out of or related to the construction, operation, repair, and maintenance of the Facilities.

7. **No Warranty.** SITLA disclaims all warranties of title to the Easement Lands. Grantee assumes the risk of all title defects, and hereby releases SITLA from any claim for damages or refund caused by deficiency or failure of SITLA’s title, or by interference by any third party. SITLA disclaims all warranties related to the Facilities. Grantee accepts the Facilities AS-IS, WITH ALL FAULTS, assumes the risk of all defects, and hereby releases SITLA from any claim for damages caused by defect, deficiency, or failure of the Facilities.

8. **Easement Non-Exclusive; Access.** The Easement is non-exclusive, and SITLA reserves the right to issue other non-exclusive easements, leases, or permits on or across the Easement Lands on terms that will not unreasonably interfere with the rights granted to Grantee in this Agreement. SITLA may also use the Easement Lands for any purpose that is not inconsistent with the purposes for which this Easement is granted. SITLA further reserves the right to dispose of the Easement Lands by sale, lease or exchange, and the right to utilize the Easement Lands for access to and from lands owned by SITLA on both sides of the Easement Lands, including the construction of road and utility crossings.

9. **Relocation; Limitations; Cost Borne by SITLA.** SITLA may at Developer’s expense relocate or modify the Easement, in whole or in part, as SITLA deems necessary in its sole discretion to accommodate SITLA’s use of the Easement Lands or the adjoining lands for any purpose. SITLA shall ensure that the relocated or modified Easement provides Grantee with access that is adequate for the Permitted Uses.

10. **Reservation of Minerals; Leasing.** SITLA reserves the right to lease the Easement Lands for the exploration, development, and production of oil, gas, and all other minerals, together with the right of ingress and egress across the Easement Lands. This Agreement does not give Grantee any right to remove or utilize sand and gravel or any other material without a separate permit from SITLA.

11. **Inspection.** SITLA and its agents may at any time access the Easement Lands to examine or inspect the condition of the Easement Lands and determine if Grantee is in compliance with this Agreement.
12. **Compliance with Law; Standards.** Grantee shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to its use of the Easement Lands, whether now in existence or hereafter enacted, including without limitation any regulations enacted by SITLA or a successor agency. Grantee shall construct, operate and maintain the Facilities in accordance with applicable building codes and industry best practices, and shall take all precautions reasonably necessary to avoid waste and prevent pollution or deterioration of lands and waters within or in the vicinity of the Easement Lands.
13. **Assignment.** Grantee may not assign or sublease all or part of this Agreement without SITLA's prior written consent. Any assignment or sublease made without SITLA's written consent will be void as from the date of the purported assignment or sublease. An assignment or sublease does not relieve Grantee of its liabilities and obligations under this Agreement.
14. **Removal of Timber.** Grantee may not cut or remove trees from the Easement Lands without first obtaining a small forest products permit or timber contract from SITLA.
15. **Cultural, Archaeological, Paleontological, and Antiquities Resources.**
 - a. Pursuant to all applicable laws regarding cultural, archaeological, paleontological, and antiquities resources, and pursuant to Utah Administrative Code R850-60-900, upon discovery of a Site, Historic Property, Remains, Antiquities, or Critical Paleontological Resources, Grantee shall immediately cease all activities until such time as the discovery has been evaluated and treated to SITLA's satisfaction.
 - b. All Specimens are and will remain the property of the State of Utah.
 - c. Definitions in this clause:
 - i. "Antiquities" is defined in Utah Code § 76-6-901(1).
 - ii. "Critical Paleontological Resources" is defined in Utah Code § 79-3-102(4).
 - iii. "Cultural Resources" is defined in Utah Administrative Code R850-1-200(8).
 - iv. "Cultural Resource Survey" is defined in Utah Administrative Code R850-1-200(9).
 - v. "Historic Properties" is defined in Utah Code § 9-8-302(10).
 - vi. "Remains" is defined in Utah Code § 9-9-402(12).
 - vii. "Site", for purposes of archaeology, is defined in Utah Code § 9-8-302(17) and Utah Administrative Code R850-1-200(31), and for paleontological, is defined in Utah Code § 79-3-102(14) and Utah Administrative Code R850-1-200(20).
 - viii. "Specimen", for purposes of archaeology, is defined in Utah Code § 9-8-302(18) and Utah Administrative Code R850-1-200(33), and for paleontological, is defined in Utah Code § 79-3-102(15).

16. **Wildfire.** Grantee shall at all times take reasonable precautions to prevent wildfires from starting or spreading on the Easement Lands, and shall comply with all applicable laws, regulations and directives of any governmental agency having jurisdiction with respect to fire prevention and control. If Grantee or its employees, contractors or licensees cause a wildfire that necessitates suppression action, Grantee shall pay the costs of any necessary fire suppression activities incurred as a result of the wildfire, in accordance with Utah law.

17. **Fill Materials and Waste.** Grantee shall not allow any deposit of ballast, refuse, garbage, waste matter, chemical, biological or other wastes or pollutants within or upon the Easement Lands by Grantee or its agents, employees or contractors. If the Grantee fails to remove all fill material, wastes or materials described above from the Easement Lands, SITLA may at its option remove such materials and charge the Grantee for the cost of removal and disposal.

18. **Hazardous Conditions.** Grantee may not permit and shall abate any hazardous condition on or associated with its use of the Easement Lands.

19. **Grantee Breach; Cure; SITLA's Right to Terminate.** If SITLA determines that Grantee has breached this Agreement, SITLA may send notice of violation to Grantee specifying the particular breach. Grantee shall cure the default within 30 days of SITLA's notice of breach, or if the cure requires a period longer than 30 days to complete, shall commence to effect the cure within such 30 day period and diligently pursue such cure thereafter. If Grantee fails to cure the default within 30 days or if the cure requires longer than 30 days, to commence the cure within 30 days and diligently pursue the cure thereafter, then SITLA may terminate this Agreement by giving notice to Grantee of termination.

20. **Termination.** Within a reasonable amount of time after expiration or the earlier termination of this Agreement, Grantee shall satisfy all liabilities and fulfill all obligations that remain outstanding at the date of termination.

21. **Notice.** The parties shall send all communications and notices to the other in writing and addressed as follows:

Grantee: Washington City
1305 E. Washington Dam Road
Washington, Utah 84780

SITLA: State of Utah
School and Institutional Trust Lands Administration
102 South 200 East, Suite 600
Salt Lake City, Utah 84111

or at any such other address as a party may designate by written notice to the other party. The parties may deliver communications by hand delivery, United States mail, postage prepaid and certified or registered, or by commercial carrier.

22. **General Provisions.**

a. **Indemnity.** Grantee assumes liability for and shall indemnify and hold harmless SITLA, its officers, board of trustees, and employees for, from and against any and all liability and claims, including attorney's fees, of any nature imposed on, incurred by, or asserted against SITLA that in any way relates to or arises out of Grantee's activity or presence on the Easement Lands, unless such liability is caused by SITLA's sole negligence.

b. **Grantee Liable for Actions of Representatives.** Whenever this Agreement imposes obligations or liabilities on Grantee, those liabilities and obligations apply to actions or inactions of Grantee's officers, directors, owners, agents, employees, sublessees, assignees, contractors, subcontractors, invitees, and concessionaires. Grantee hereby assumes all liability arising from the actions or inactions of Grantee's officers, directors, owners, agents, employees, sublessees, assignees, contractors, subcontractors, invitees, and concessionaires on the Easement Lands or pursuant to this Agreement.

c. **Survival.** The following provisions survive termination of this Agreement: Sections 19 (*Grantee Breach*), 20 (*Termination*), 21 (*Notice*), 22.a (*Indemnity*), 22.b (*Grantee Liable for Actions of Representatives*), 22.d (*Attorney's Fee*), 22.g (*Governing Law; Venue*), and 22.h (*No Waiver of Sovereign Immunity*).

d. **Attorney's Fees.** If SITLA prevails in any legal action brought to enforce its rights under this Agreement, Grantee shall reimburse SITLA's reasonable attorney's fees and court costs, as those fees and costs are determined by the court.

e. **Waiver of Breach.** A party's waiver of breach of any provision of this Agreement does not constitute a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.

f. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement invalid, such determination will not affect the validity of any other provision of this Agreement.

g. **Governing Law; Venue.** This Agreement is governed by the laws of the State of Utah, without regard to its choice or conflicts of law principles. Grantee consents to the exclusive jurisdiction of the courts in the Third Judicial District Court for Salt Lake County, Utah, subject, however, to any legal requirement for prior exhaustion of administrative remedies.

h. **No Waiver of Sovereign Immunity.** This Agreement does not constitute a waiver of sovereign immunity of SITLA.

i. **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.

j. Binding Effect. The Easement and the terms of this Agreement constitute a covenant running with the land and are binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

k. 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.

[SIGNATURES ON NEXT PAGE]

The parties have executed this Agreement as of the dates indicated below.

**STATE OF UTAH,
SCHOOL AND INSTITUTIONAL TRUST
LANDS ADMINISTRATION**

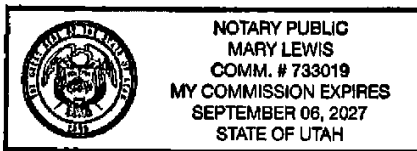

By: Kyle Pasley
Its: Managing Director

Date: May 23, 2024

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 23 day of May,
2024, by Kyle Pasley, the MANAGING Director of the
School and Institutional Trust Lands Administration.

Seal:




Notary Public

APPROVED AS TO FORM
SEAN D. REYES
ATTORNEY GENERAL

By: 
Special Assistant Attorney General

WASHINGTON CITY


A Utah municipal corporation
1305 E. Washington Dam Road
Washington, UT 84780

By: [Signature]
Name: Jeremy Redd
Its: City Manager

Date: 21 May, 2024

STATE OF Utah)
 : ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 21 day of May,
2024, by Jeremy Redd, the Manager
of the City of Washington

Seal: 

[Signature]
Notary Public

DEVELOPER:
COLE WEST LAND, LLC

By: [Signature]
Name: Chris Winter
Title: president

EXHIBIT A
To Easement Agreement No. 2685

DESCRIPTION OF EASEMENT LANDS

Beginning at a point on the Easterly line of Parcel W-4-2-7-140-CC, said point lies South 89°03'04" East 158.65 feet and North 228.09 feet; from the North Quarter Corner of Section 7, Township 42 South, Range 14 West, Salt Lake Base and Meridian; Running thence North 35°27'12" West along said Easterly Parcel Line 31.17 feet; thence North 54°32'48" East 99.51 feet; thence northeasterly along a 36.92 foot radius curve to the left, (center point lies North 35°27'12" West) through a central angle of 59°30'23", a distance of 38.34 feet; thence northwesterly along a 138.42 foot radius compound curve to the left, (center point lies South 85°02'24" West) through a central angle of 59°38'10", a distance of 144.07 feet; thence North 64°35'46" West 82.72 feet; thence northwesterly along a 215.58 foot radius curve to the right, (center point lies North 25°24'14" East) through a central angle of 19°20'50", a distance of 72.80 feet; thence North 45°14'56" West 52.65 feet to a point on the easterly line of a Public Utility and Drainage Easement as on file in the Washington County Recorder's Office, document # 20220049155; thence North 01°18'14" West along said Easterly Line 44.91 feet; thence South 45°14'56" East 84.98 feet; thence southeasterly along a 184.42 foot radius curve to the left, (center point lies North 44°45'04" East) through a central angle of 19°20'50", a distance of 62.27 feet; thence South 64°35'46" East 82.72 feet; thence southeasterly along a 169.58 foot radius curve to the right, (center point lies South 25°24'14" West) through a central angle of 44°47'16", a distance of 132.56 feet; thence easterly along a 36.92 foot radius reverse curve to the left, (center point lies North 70°11'29" East) through a central angle of 95°12'06", a distance of 61.34 feet; thence North 55°49'51" East 15.52 feet; thence easterly along a 190.00 foot radius non-tangent curve to the right, (center point lies South 24°42'04" East) through a central angle of 67°46'56", a distance of 224.77 feet; thence South 46°55'08" East 156.91 feet; thence southeasterly along a 192.50 foot radius curve to the right, (center point lies South 43°04'52" West) through a central angle of 27°55'41", a distance of 93.83 feet; thence South 18°59'27" East 248.56 feet; thence southeasterly along a 185.00 foot radius curve to the left, (center point lies North 71°00'33" East) through a central angle of 19°04'41", a distance of 61.60 feet; thence South 38°04'08" East 247.95 feet; thence southeasterly along a 165.00 foot radius curve to the right, (center point lies South 51°55'52" West) through a central angle of 23°16'06", a distance of 67.01 feet; thence South 14°48'03" East 168.12 feet to the Northerly line of Parcel W-4-2-7-142-CC; thence South 75°11'57" West along said Northerly Line 30.00 feet; thence North 14°48'03" West 168.12 feet; thence northwesterly along a 135.00 foot radius curve to the left, (center point lies South 75°11'57" West) through a central angle of 23°16'06", a distance of 54.82 feet; thence North 38°04'08" West 247.95 feet; thence northwesterly along a 215.00 foot radius curve to the right, (center point lies North 51°55'52" East) through a central angle of 19°04'41", a distance of 71.59 feet; thence North 18°59'27" West 248.56 feet; thence northwesterly along a 162.50 foot radius curve to the left, (center point lies South 71°00'33" West) through a central angle of 27°55'41", a distance of 79.21 feet; thence North 46°55'08" West 156.91 feet; thence westerly along a 160.00 foot radius curve to the left, (center point lies South 43°04'52" West) through a central angle of 66°23'33", a distance of 185.40 feet; thence South 55°49'51" West 133.68 feet; thence South 54°32'48" West 84.28 feet to the point of beginning.

Containing 56,913 Square Feet or 1.31 Acres.

Closure:
Northing Diff: 0.008584
Easting Diff: 0.007614
Azimuth: 138°25'34"
Error Distance 0.011474
Total Distance 3689.670
Ratio: 1/321561

END

EXHIBIT B
To Easement Agreement No. 2685
MAP OF EASEMENT LANDS

