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**AFTER RECORDING,
PLEASE RETURN TO:**
School and Institutional
Trust Lands Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102

ENT 41775:2022 PG 1 of 13
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Apr 04 11:47 am FEE 0.00 BY CS
RECORDED FOR STATE OF UTAH SCHOOL

EASEMENT AGREEMENT No. 2403

**ESMT No. 2403
Fund: School**

This Easement Agreement No. 2403 (this “**Agreement**”) is dated MARCH 19, 2021 (the “**Effective Date**”) and is between the State of Utah, through the School and Institutional Trust Lands Administration, 675 East 500 South, Suite 500, Salt Lake City, Utah 84102 (“**SITLA**”) and Craig Wayman, 644 West Aspen Hills Blvd., Saratoga Springs, Utah 84045 (“**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. 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 an access road (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.** This Agreement commences on the Effective Date and continues for 30 years after the Effective Date (the “**Term**”), unless otherwise terminated pursuant to this Agreement.
4. **Third Party Rights.** The Easement 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, and maintenance of the Facilities. Grantee shall perform all work connection with the Easement in a workmanlike manner.
7. **No Warranty of Title.** 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.
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. **Bond.** SITLA may require at any time during the Term that Grantee post a bond with SITLA to secure Grantee’s full compliance with the terms of this Agreement. The bond must be issued by a surety company rated A3 or better by Moody’s or A- or better by S&P (or an equivalent rating from another nationally recognized statistical rating organization acceptable to SITLA) and be authorized to transact business in the State of Utah. SITLA may in its reasonable discretion request that Grantee increase the amount of any posted bond. The amount of the bond does not limit Grantee’s liability under this Agreement.
10. **Relocation; Limitations; Cost Borne by Grantee.** SITLA may relocate or modify the Easement at Grantee’s expense, 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.
11. **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.
12. **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.

13. **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.
14. **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.
15. **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.
16. **As-Built Survey.** After completion of construction of the Facilities, upon written request by SITLA, Grantee shall provide SITLA with an as-built survey prepared by a licensed Utah engineer or surveyor depicting in detail all of Grantee's improvements located on the Easement Lands. Grantee shall update the as-built survey as material improvements are added, removed, or replaced by Grantee.
17. **Cultural, Archaeological, Paleontological, and Antiquities Resources.**
- a. Prior to commencing any surface disturbing operations or any operations that have the potential to affect Historic Properties, whether a new surface disturbing activity or outside existing disturbed areas, Grantee shall complete a Cultural Resource Survey prepared in accordance with applicable laws and regulations, or otherwise provide evidence of compliance with Utah Administrative Code R850-60-800.
 - b. Grantee must contract for and pay the costs of the Cultural Resource Survey.
 - c. Grantee shall provide cultural resource compliance materials to SITLA prior to commencing operations. SITLA will review all cultural resource compliance materials provided by Grantee, and may approve, condition, or deny its consent to the activity based on impacts to Cultural Resources. SITLA may require Grantee to complete appropriate cultural resources mitigation measures as a condition of conducting surface disturbing operations.
 - d. 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.
 - e. All Specimens are and will remain the property of the State of Utah.

f. 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).

18. **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.

19. **Intermediate Reclamation.** Grantee shall use reasonable efforts to reclaim disturbed areas not required for continuing operations by leveling, reseeding and other reasonably necessary steps to prevent soil erosion, promote the establishment of suitable vegetation, and control noxious weeds and pests.

20. **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.

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

22. **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.

23. **Termination.** On expiration or earlier termination of this Agreement for any reason, Grantee has the following obligations:

- a. **Removal of Improvements and Reclamation.** On expiration or earlier termination of this Agreement, SITLA may require by notice to Grantee that Grantee remove the Facilities and re-contour and re-seed the Easement Lands to their approximate original condition, to prevent soil erosion, promote the establishment of suitable vegetation, and control noxious weeds and pests (“**Reclamation Activities**”). Within 60 days of notice from SITLA, Grantee shall complete the Reclamation Activities. Grantee may re-enter the Easement Lands for reclamation purposes after termination of the Easement Agreement. If Grantee does not complete the Reclamation Activities within 60 days of Grantee’s receipt of written notice from SITLA, SITLA may conduct the Reclamation Activities, at the cost and expense of Grantee.
- b. **Quitclaim.** Following the expiration or termination of this Agreement, and within 30 days of SITLA’s written demand, Grantee shall execute, acknowledge, and deliver to SITLA a quitclaim deed or other document as reasonably requested by SITLA to remove the cloud of this Agreement from title to the Easement Lands.
- c. **Satisfaction of Liabilities and Obligations.** 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.

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

Grantee: Craig Wayman
644 West Aspen Hills Blvd.
Saratoga Springs, Utah 84045

SITLA: State of Utah
School and Institutional Trust Lands Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102-2818

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.

25. **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 22 (*Grantee Breach*), 23 (*Termination*), 24 (*Notice*), 25.a (*Indemnity*), 25.b (*Grantee Liable for Actions of Representatives*), 25.d (*Attorney's Fee*), 25.g (*Governing Law; Venue*), and 25.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]

CRAIG WAYMAN

Craig Wayman

Date: March 4, 2021

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 4th day of MARCH, 2021, by Craig Wayman.

Sage Bludworth
Notary Public

Seal:

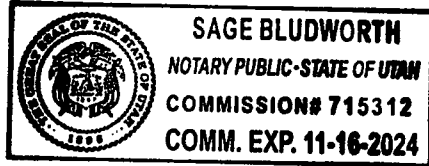


EXHIBIT A
To Easement Agreement No. 2403

DESCRIPTION OF EASEMENT LANDS

A 30-foot-wide easement, 15 feet each side of the following described centerline:

DESCRIPTION OF CENTERLINE OF PROPOSED ROADWAY EASEMENT IN SECTION 3,
 TOWNSHIP 6 SOUTH, RANGE 1 WEST, SLB&M;

BEGINNING AT A POINT ON A UTAH COUNTY ROAD KNOWN AS THE CLAY PITS
 ROAD, WHICH BEGINNING POINT IS S 89°44'19" EAST ALONG SECTION LINE 1554.05
 FEET AND SOUTH 742.15 FEET FROM THE NORTH 1/4 CORNER OF SEC 3, T6S, R1W,
 SLB&M;

Running ALONG THE CENTERLINE OF AN EXISTING DIRT ROAD THE FOLLOWING
 COURSES AND DISTANCES: North 69° 24' 42" West 104.89 feet; North 57° 50' 13" West
 240.07 feet; North 62° 03' 36" West 153.84 feet; North 58° 58' 26" West 101.58 feet; North 52°
 50' 08" West 202.77 feet; North 52° 54' 48" West 101.52 feet; along a 286.33 foot radius curve to
 the left 203.44 feet (chord bears North 71° 59' 31" West 199.19 feet); along a 206.01 radius curve
 to the left 154.94 feet (chord bears South 65° 08' 47" West 151.31 feet); South 47° 14' 52" West
 615.81 feet; along a 218.17 foot radius curve to the left 207.38 feet (chord bears South 22° 50' 12"
 West 199.66 feet); South 01° 17' 48" East 259.28 feet; South 02° 31' 33" East 206.76 feet; South
 01° 44' 34" East 106.11 feet; South 01° 14' 33" East 613.79 feet; South 05° 04' 11" East 250.03
 feet; along a 175.59 foot radius curve to the left 66.24 feet (chord bears South 19° 30' 24" East
 65.84 feet); South 32° 21' 55" East 101.26 feet; South 30° 46' 16" East 102.93 feet; South 32° 42'
 24" East 306.04 feet; South 26° 35' 18" East 171.94 feet; South 30° 44' 04" East 191.50 feet;
 along a 185.78 foot radius curve to the right 155.78 feet (chord bears South 09° 03' 12" East 151.26
 feet); South 20° 12' 59" West 241.55 feet; South 19° 32' 18" West 572.44 feet; South 19° 58' 01"
 West 258.58 feet; South 19° 19' 45" West 154.14 feet; South 19° 57' 45" West 187.13 feet; South
 27° 21' 34" West 325.84 feet; South 27° 27' 21" West 155.44 feet; South 26° 26' 29" West 249.00
 feet TO THE POINT OF TERMINUS WHICH SAID POINT IS NORTH 89°42'52" WEST 411.49
 ALONG SECTION LINE FROM THE SOUTH QUARTER CORNER OF SAID SECTION 3,
 T6S, R1W, SLB&M.

TOTAL CENTERLINE LENGTH OF 6,762 FEET.

EXHIBIT C
To Easement Agreement No. 2403

EXISTING USERS

Easement No. 1169
Right of Way No. 3135

PacifiCorp dba Rocky Mountain Power
Right of Way Services
1407 West North Temple, Suite 110
Salt Lake City, UT 84116

Easement No. 1256

City of Saratoga Springs
1307 North Commerce Drive, Suite 200
Saratoga Springs, UT 84043

Easement No. 2297

Dominion Energy Utah
Property & Right of Way
1140 West 200 South
Salt Lake City, UT 84104

Grazing Permit No. 23433

Gerald and Jeannie Roundy
5635 West 11300 South
Payson, UT 84655

Mineral Lease No. 17806

Pabco Building Products, LLC
9780 South 5200 West
West Jordan, UT 84088

Mineral Lease No. 46231
Materials Permit No. 611
Special Use Lease No. 1204

Clay & Cole Peck
dba Peck Rock & Products, LLC
1512 North 1300 East
Lehi, UT 84043

Predesignation No. 793

Eagle Mountain City
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

Special Use Lease No. 1465

Southwest Energy, LLC
2040 W. Gardner Lane
Tucson, AZ 85705-2208