



ENT 5610:2020 PG 1 of 10
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Jan 15 2:18 pm FEE 0.00 BY IP
RECORDED FOR SARATOGA SPRINGS CITY

EASEMENT

Easement No. 2300

THIS EASEMENT AGREEMENT (“**Agreement**”) is made and entered into effective December 18, 2019, 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 84012 (“**Grantor**”), and the City of Saratoga Springs, 1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah, 84043 (“**Grantee**”).

RECITALS

A. Grantor is the owner of certain lands situated in Utah County, Utah (the “**Subject Property**”) more particularly described in **Exhibit A** and generally depicted in **Exhibit B**.

B. Grantee desires to install a culinary and secondary waterline (the “**Waterlines**”) on the Subject Property which will service various land within the City of Saratoga Springs, including lands owned by Grantor.

C. Grantee has agreed to assume all engineering, mobilization and construction costs associated with the installation of the Waterlines.

NOW, THEREFORE, in consideration of those terms and conditions described herein, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee a thirty foot (30’) wide easement over the Subject Property in the location described and depicted on **Exhibit A** and **Exhibit B**, identified as the permanent easement, which easement shall be only for the construction, operation, maintenance, repair and replacement of the Waterlines.

2. **Term.** The term of the easement shall begin on the date first set forth herein and is issued for a perpetual term or until this Agreement is terminated pursuant to the terms herein or if the Waterline is no longer necessary or in service or rendered useless due to lack of proper maintenance.

3. **Temporary Grading Easement.** In addition to the grant of easement described above, Grantor hereby grants Grantee a temporary grading easement over the Subject Property containing an additional 9,968 Sq. Ft. (“**Temporary Easement**”) for use during Grantee’s grading and construction activities, in the location described and depicted on **Exhibit A** and **Exhibit B**, identified as the temporary easement. The Temporary Easement will expire upon the earlier of (i) the installation of the Waterlines and (ii) one (1) year from the date first written above. Upon

expiration of the Temporary Easement, Grantee shall reclaim and re-seed the portion of the Subject Property subject to the Temporary Easement.

4. **Construction of Waterline; Costs and Expenses.** All construction, maintenance and repair of the Waterlines shall be in a first class workmanlike manner, and in accordance with the requirements of any and all laws, ordinances and regulations applicable thereto. Grantee shall pay or cause to be paid all costs and expenses in connection with the construction, operation, repair, replacement, and maintenance of the Waterlines, and hold Grantor harmless from any and all liability (including expenses for attorney's fees) which may arise from the construction, operation, repair, replacement, and/or maintenance of said Waterlines. Construction of the Waterlines shall be materially completed on or before that date which is one (1) year from the date first set forth in this Agreement. Failure of Grantee to complete the construction in such time period shall constitute a default under this Agreement.

4. **Approval of Plans.** Prior to beginning construction on the Waterline, 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 may 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

5. **Assignment of Agreement.** This Agreement and the rights granted under the Agreement may be not assigned by Grantee without the written consent of Grantor, which consent may not be unreasonably withheld. The acquisition or assumption by another party under an agreement with Grantee of any right or obligation of Grantee under this Agreement is ineffective as to Grantor unless and until Grantor is notified of such agreement and has recognized and approved the same in writing, and in no case will such recognition or approval operate to relieve Grantee of the responsibilities or liabilities assumed by Grantee hereunder without Grantor's express written release thereof and the succeeding party assumes in writing all of the obligations of Grantee under the terms of this Agreement as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as Grantor deems necessary.

6. **Relocation of Waterline.** Grantor reserves the right to relocate or modify the location of the Waterline, 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 Subject Property. Such relocation shall be at Grantor's cost and shall not diminish or negatively impact Grantee's rights herein or the functionality, capacity, conveyance, flow, or pressures of the waterline.

7. **Compliance with Existing Laws, No Waste, Pollution Prevention.** Grantee, in exercising the privileges granted by the Agreement, shall comply with the provisions of all valid federal, state, county, and municipal laws, ordinances, and regulations which are applicable to the Subject Property. Grantee shall neither commit nor knowingly permit any waste on the Subject Property. Grantee shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this Agreement. Grantee shall comply with applicable industry standards and practices in constructing, operating and maintaining the Waterline.

8. **Treasure-trove and Articles of Antiquity.** It is hereby understood and agreed that all treasure-trove, all articles of antiquity, and critical paleontological resources in or upon the Subject Property are and shall remain the property of the State of Utah. Grantee agrees to comply with Utah Administrative Code R850-60 et seq., cease all activity on the Subject Property and immediately notify Grantor if any discovery of human remains or a "site" or "specimen," as defined in Section 9-8-302 or 63-73-1 Utah Code Annotated (1953), as amended, is made on the Subject Property, until such time as the human remains, "site" or "specimen" in question has been treated to the satisfaction of Grantor.

9. **Non-Exclusive Rights.** The rights granted herein is non-exclusive and Grantor reserves the right to issue other non-exclusive licenses, easements, leases, or permits on or across the Subject Property where such uses are appropriate and compatible with the unimpeded operation and maintenance of the Waterline, or to dispose of the property by sale or exchange subject to this Agreement.

10. **Insurance.** Grantee shall carry liability insurance covering bodily injury, loss of life or property damage arising out of or in any way related to Grantee's activities on the Subject Property. Grantee shall be self insured for claims under \$250,000.00 and carry a policy for other claims with limits of no less than (i) \$1,500,000.00 for one person in any one occurrence and an (ii) \$2,000,000.00 aggregate for two or more persons in any one occurrence. The insurance may be in the form of blanket liability coverage so long as such blanket policy does not act to reduce the limits or diminish the coverage required hereunder. Grantee's liability or the coverage limits required by this easement shall not be reduced by any insurance held by Grantor, or any of the lessees, permittees or assigns thereof, and is in no way a limit on the amount of coverage.

11. **Negligent Acts.** Grantor and Grantee shall each be responsible for its own negligent acts which it commits or which are committed by its agents, officials or employees. Nothing in this Agreement limits, restricts or waives any of the Governmental Immunity Act provisions as they may apply to Grantor or Grantee.

12. **Termination for Noncompliance.** In the event of a default or breach of any of the terms of this Agreement by the Grantee, Grantor may provide Grantee with written notice of the default and thirty (30) days from the date of the notice to remedy the default, or such time as is reasonably required to remedy the default. In the event the Grantee does not remedy the default in the 30-day time period set forth in the written notice, or such longer time as is reasonably required, Grantor may terminate this Agreement. Such termination shall be effective upon Grantor's giving written notice. Upon receipt of such notice, Grantee shall immediately surrender possession of the Subject Property to Grantor and all improvements on the Subject Property shall, at Grantor's discretion, be forfeited and become the property of Grantor. In addition, Grantor may exercise any other right or remedy they may have at law or equity.

13. **Notice.** Any notice contemplated herein to be served upon Grantee shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, to the address heretofore set forth. Grantee shall notify holders of other interest holders in the area surrounding the Easement, as set forth in **Exhibit C** attached hereto, of

Grantee's rights and plans hereunder. Grantee represents that the location and construction of the Waterlines will not unreasonably interfere with or cause damage to such other existing users.

14. Liens. Grantee shall not suffer or permit to be enforced against the Subject Property or any part thereof, and shall indemnify and hold Grantor harmless for, from, and against (i) any mechanics', materialman's, contractor's, or subcontractor's liens arising from; and (ii) any claim for damage growing out of the work of, any construction, repair, restoration, replacement, maintenance, operation, or improvement done by or on behalf of Grantee on the Subject Property. Grantee shall pay or cause to be paid all of such liens, claims, or demands before any action is brought to enforce the same against the Subject Property. If Grantee, in good faith contests the validity of any such lien, claim, or demand, then Grantee shall, at its expense, defend itself and Grantor and any of the lessees and assigns thereof against the same and shall pay and satisfy any adverse judgment that may be rendered thereon prior to execution thereof and in the event of any such contest Grantee shall at the request of Grantor provide such security and take such steps as may be required by law to release the Subject Property from the effect of such lien.

15. Fire Prevention. Grantee shall at all times observe reasonable precautions to prevent fire on the Subject Property and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on the Subject Property proximately caused by Grantee which necessitates suppression action that incurs cost, Grantee shall pay for such costs.

16. Utah Law Applies. This Agreement shall be interpreted and governed by the laws of the State of Utah without regard to its choice or conflicts of laws principles that may refer the interpretation hereof to the laws of another state.

17. No Warranty of Title. Grantor does not warrant to Grantee the validity of title to the Subject Property. Grantee shall have no claim for damages or refund against Grantor for any claimed failure or deficiency of Grantor's title to said lands or for interference by any third party.

18. Right to Inspect. Grantee acknowledges that it has had the opportunity to inspect the Subject Property and accepts the Subject Property in AS-IS condition. Grantor makes no representations or warranties as to the usability or condition of the Subject Property. Grantee has no recourse against Grantor for any condition or any hazards on the Subject Property.

19. Covenant Running with the Land. The grant and other provisions of this Agreement shall constitute a covenant running with the land, and shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns, all of which persons may enforce any obligation created by this Agreement.

20. No Waiver. No waiver of conditions by Grantor of any default of Grantee or failure of Grantor to timely enforce any provisions of this Agreement shall constitute a waiver of or constitute a bar to subsequent enforcement of the same or other provisions of this Agreement. No provision in this Agreement shall be construed to prevent Grantor from exercising any legal or equitable remedy it may otherwise have.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Waterlines and supersedes and replaces any previous or contemporaneous agreements, writings, and documents.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the parties have entered into this Easement No. 2300 as of December 18, 2019.

GRANTOR: STATE OF UTAH,
SCHOOL AND INSTITUTIONAL
TRUST LANDS ADMINISTRATION

By: David Ure
Name: David Ure
Title: Director

APPROVED AS TO FORM
SEAN D. REYES
ATTORNEY GENERAL

By: Sean D. Reyes
Special Assistant Attorney General

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

On the 18th day of December, 2019, personally appeared before me David Ure, who being duly sworn did say that he is the Director of the School and Institutional Trust Lands Administration, and authorized to execute the above instrument.

Alan Russell Roe
My commission expires: 05/06/21 Notary Public, residing at: Salt Lake County

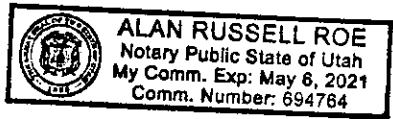


Exhibit A
Legal Description of Subject Property

30' WIDE PERMANENT EASEMENT

A portion of the Northeast Quarter of Section 3, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and the Southeast Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located N89°44'37"W along the Section Line 669.72 feet and South 0.13 feet from the Northeast Section Corner of Section 3, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence S15°35'54"W 25.36 feet; thence N89°54'40"W 176.16 feet; thence N73°53'57"W 91.94 feet; thence N89°44'37"W 44.64 feet to the east line of *THE BENCHES PLAT 9* subdivision; thence N29°20'39"E along said subdivision 38.20 feet to the southwest corner of *Lot 516, THE BENCHES PLAT 5* subdivision; thence along said subdivision the following two (2) courses: S73°53'57"E 122.62 feet; thence S89°54'40"E 58.73 feet; thence S89°37'51"E 104.71 feet to the south line of said subdivision; thence S89°43'53"E along said south line 15.99 feet to the point of beginning.

Contains: ±0.18 Acres
±7,839 Sq. Ft.

Together with a temporary grading easement described as follows:

A portion of the Northeast Quarter of Section 3, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located N89°44'37"W along the Section Line 676.54 feet and South 24.59 feet from the Northeast Section Corner of Section 3, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence S15°35'54"W 3.42 feet; thence N89°43'11"W 183.05 feet; thence N73°53'57"W 65.64 feet; thence N89°43'11"W 566.92 feet; thence S82°08'20"W 138.82 feet; thence N65°00'00"W 69.90 feet to the Section Line; thence S89°44'37"E along the Section Line 750.33 feet; thence S73°53'57"E 91.94 feet; thence S89°54'40"E 176.16 feet to the point of beginning.

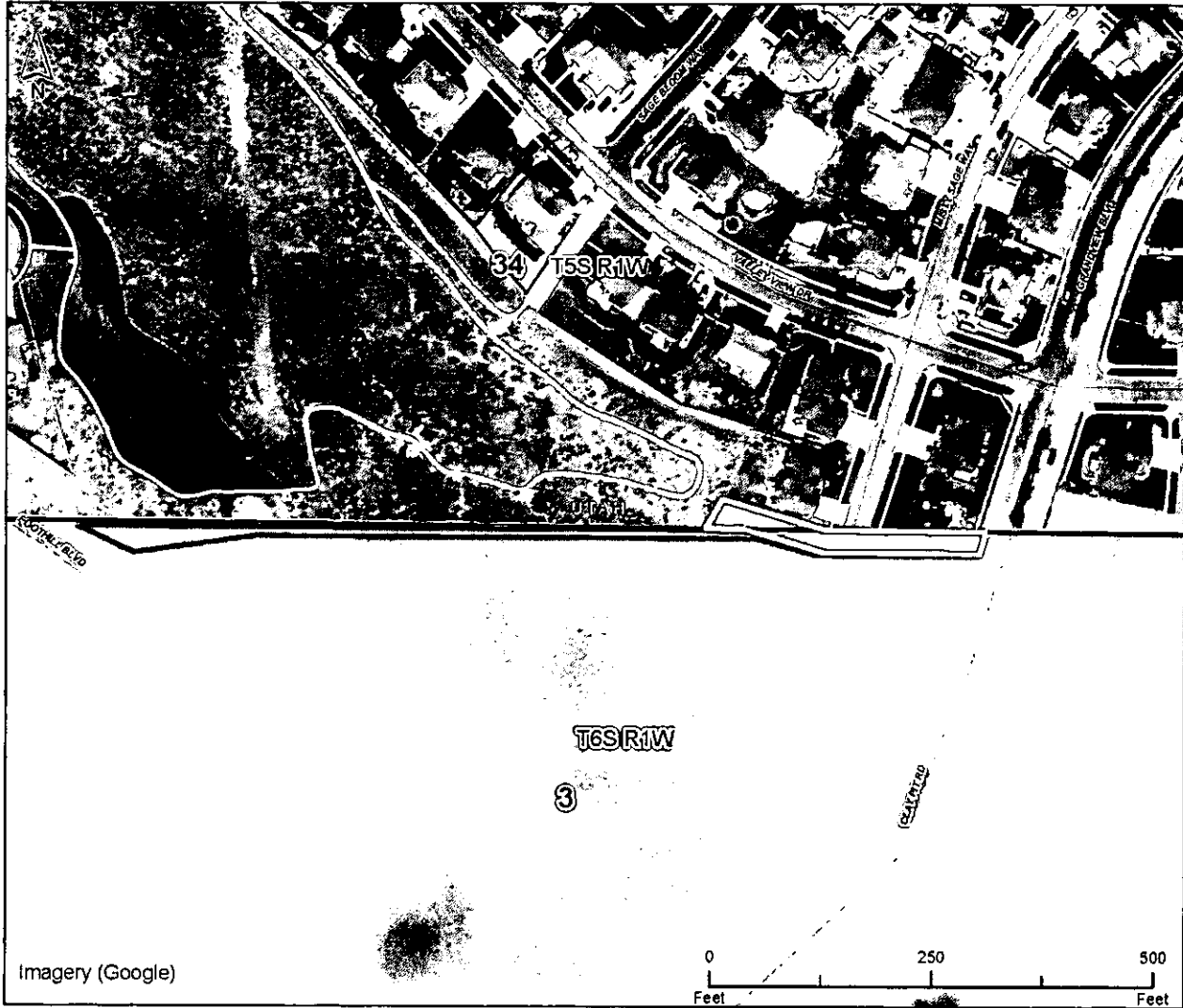
Contains: ±0.23 Acres
±9,968 Sq. Ft.

Exhibit B Depiction of Subject Property

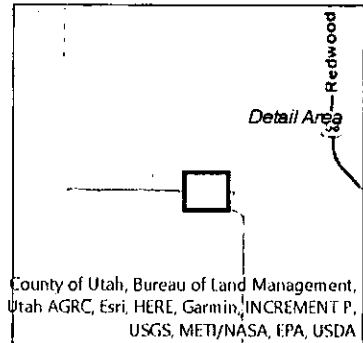
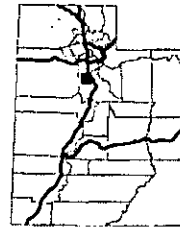


ESMT 2300 - Saratoga Springs Waterline - 0.18 Acres & Temporary Grade - 0.23 Acres

Township 5 South, Range 1 West, Within Section 34, & Township 6 South, Range 1 West, Within Section 3, SLB&M
Utah County



- ESMT 2300 - Temporary Grade
- ESMT 2300 - Temporary Grade
- ESMT 2300 - Waterline
- Land Ownership and Administration
- Private
- State Trust Lands



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 current 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 specific, 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 adjusted to show for visual "best fit". The Surface Ownership, Land Status data (if present) are maintained by SITLA to reflect current/final land status and surface ownership. Lakes, rivers, streams, highways, roads, county and state boundaries are distributed by the Utah Automated Geographic Reference Center and/or other sources as specified. Contour lines (if present) were generated from USGS 10 meter DEM. 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 801-538-5100 or TLA-OIS@utah.gov. The SITLA OIS department welcomes your comments and concerns regarding the data and will attempt to resolve issues as they are brought to our attention. Produced: December 07, 2018 - Novem

Document Path: V:\GIS\GIS_Group\Haley\Pro_Templates\DEV_ESMTS.aprx

County of Utah, Bureau of Land Management,
Utah AGRC, Esri, HERE, Garmin, INCREMENT P,
USGS, METI/NASA, EPA, USDA

Coordinate System: NAD 83 UTM Zone 12N

Exhibit C
Holders of Other Interests

ROW #3135

Power Right of Way for Pacificcorps/RMP

Right of way for a 12.5kv Distribution line to Southwest Energy Facilities; ESMT runs E/W across the NE ¼ of Section #3

ESMT #1256

Waterline Easement to Saratoga Springs City

Easement for culinary and secondary waterline improvements in the NE ¼ of the NE ¼ of Section #3

