

**RESOLUTION No. 05-01-2017**

**A RESOLUTION OF THE SANTAQUIN CITY COUNCIL  
APPROVING AN EASEMENT AGREEMENT WITH  
THE STATE INSTITUTIONAL TRUST LANDS ADMINISTRATION (SITLA)  
FOR AN EMERGENCY ACCESS EASEMENT**

**WHEREAS**, Santaquin and Rocky Ridge desire to establish an emergency access connecting Santaquin and Rocky Ridge to reasonably assure orderly evacuation and provision of emergency services in the event of an emergency; and

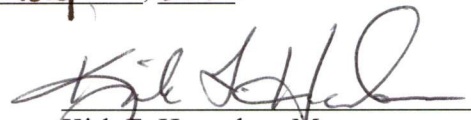
**WHEREAS**, the desired emergency access will cross properties owned or controlled by the State Institutional Trust Lands Administration (SITLA); and

**WHEREAS**, SITLA requires that an easement agreement be entered into between Santaquin City and itself in order to prescribe the terms, duration, and extent of such access across its property.


**NOW THEREFORE, BE IT RESOLVED BY THE SANTAQUIN CITY COUNCIL THAT:**

1. The Santaquin City Council approves and authorizes the Mayor to execute the EASEMENT AGREEMENT between the City of Santaquin and the STATE OF UTAH, acting through the SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, a copy of which is attached hereto as Exhibit A and incorporated herein.
2. This resolution shall take effect immediately upon its passage

PASS AND APPROVED this 3 day of may, 2017.

  
Kirk F. Hunsaker, Mayor

ATTEST:

  
Susan B. Farnsworth  
Santaquin City Recorder



When Recorded Return to:  
SITLA Planning & Development  
Attn: Troy Herold  
675 E. 500 South Suite #500  
Salt Lake City, UT 84102

ENT 68942:2017 PG 1 of 9  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2017 Jul 18 1:32 PM FEE 26.00 BY MA  
RECORDED FOR SANTAQUIN CITY CORPORATION

## EASEMENT

ESMT No.: 1954  
Beneficiary: Schools

THIS EASEMENT AGREEMENT (“**Agreement**”) is made and entered into effective July 6, 2016 (the “**Effective Date**”), by and between the STATE OF UTAH, acting through the SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION (the “**Grantor**”), 675 E. 500 S., Suite 500, Salt Lake City, Utah 84102, and Santaquin City (“**Grantee**”), a municipality of the State of Utah, 275 West Main Street; Santaquin, UT 84655.

### RECITALS

A. Grantee desires an easement over certain lands owned by Grantor in order to construct an emergency fire access road.

B. The construction of such a road is necessary to allow for emergency access to residents in the Summit Ridge and adjacent developments.

NOW, THEREFORE, in consideration of the Grantee’s payment of applicable application fees, the mutual promises and covenants hereinafter contained, and other good and valuable consideration, the parties agree as follows:

1. **Easement.** Subject to the terms and conditions specified herein, Grantor hereby grants to Grantee a non-exclusive easement over those lands owned by Grantor in Utah County and Juab County, Utah (the “**Subject Property**”), more particularly described in **Exhibit A**, for the construction, maintenance, and use of an access road (the “**Road**”) for an emergency fire access.

2. **Term.** The term of this Agreement shall begin on the Effective Date and shall continue for a perpetual term, or until the Road constructed pursuant to this Agreement is no longer necessary or in service or are rendered useless due to lack of proper maintenance.

3. **Possible Realignment of the Road.** In the future, Grantor may have development opportunities on the Subject Property. At such time, the Road may need to be re-aligned or re-located. Grantee may have need to realign the road to better connect to the Rocky Ridge neighborhood to the south and/or as may be required as adjacent properties develop. Grantor and grantee agree that re-alignment and/or re-location costs shall be the sole responsibility of the requesting party. Re-alignment and/or re-location of the road shall be mutually agreed upon in writing and such approval shall not be unreasonably withheld.



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4. **Construction of Roadway; Costs and Expenses.** All construction, maintenance and repair of the Road 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 Road, and hold Grantor harmless from any and all liability which may arise from the construction, operation, and maintenance of the Road.

5. **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. The limits of the policy shall be no less than \$1,000,000 per individual and \$2,500,000 in the aggregate. Grantor shall be included as an additional insured on such policy. 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.

6. **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 Road.

7. **Non-Exclusive Right.** The right 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 Road, or to dispose of the property by sale or exchange subject to this Agreement.

8. **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.

9. **Coordination with Other Interested Parties.** Grantee shall be responsible to notify holders of state issued interests in the Subject Property, such interest owners are identified in **Exhibit B**, of Grantee's rights and plans hereunder. Grantee accepts this agreement subject to all such existing interests and accepts responsibility for coordinating its activities with such other interested parties.

10. **Inspections.** Grantor and its authorized representatives may inspect the Subject Property and work being conducted thereon at any time during the duration of the term of this Agreement. Grantee acknowledges that it has been afforded an opportunity to inspect the Subject Property and, based upon such inspection, hereby accepts the Subject Property in its existing, as-is condition, subject to all existing hazards to person or property – whether natural or manmade.

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11. **Covenant Against Liens.** Grantee shall not suffer or permit to be enforced against the Subject Property or any part thereof, and shall indemnify and hold the Grantor harmless for, from, and against (i) any mechanics', materialman's, contractor's, subcontractor's, or volunteer's liens arising from; and (ii) any claim for damage growing out of the work of, any construction, repair, restoration, replacement, or improvement done by or on behalf of Grantee. 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 shall in good faith contest the validity of any such lien, claim, or demand, then Grantee shall, at its expense, defend itself and Grantor 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 the Grantor provide such security and take such steps as may be required by law to release the Subject Property and/or adjacent property from the effect of such lien.

12. **Notices.** Any notices given under this Agreement shall be in writing and shall be given by (a) personal delivery, (b) deposit in the United States mail, certified mail, return receipt requested (which receipt shall be preserved as evidence of delivery), postage prepaid, or (c) overnight express delivery service, addressed or transmitted to Grantor and Grantee at the addresses first set forth in this Agreement, or to such other addresses as either party may designate to the other in a writing delivered in accordance with the provisions of this paragraph. All notices shall be deemed to have been delivered and shall be effective upon the date on which the notice is actually received, if notice is given by personal delivery or by overnight express delivery service, or on the third day after mailing if notice is sent through the United States mail.

13. **Cultural Resources.** 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 Grantor. Grantee agrees to 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, and continue to cease all construction or maintenance thereon until such time as the human remains, "site" or "specimen" in question has been treated to the satisfaction of Grantor.

14. **Modification of Agreement.** Any modification of this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

15. **Utah Law Applies, Successors and Assigns.** This Agreement shall be interpreted and governed by the laws of the State of Utah and the provisions hereof shall inure to and be binding upon the successors and assigns of Grantee.

16. **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.



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17. **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.

18. **No Warranty of Title.** Grantor claims title in fee simple, but 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.

19. **Termination.** This Agreement may be terminated by the Grantor upon breach of any conditions hereof. If the Grantor determines that Grantee, its assigns or successors in interest have breached any conditions of this Agreement, the Grantor shall notify the breaching party (parties) in writing by certified mail, return receipt requested, specifying the particular breach. The breaching party (parties) shall have thirty (30) days from the date of such notice, or such longer period as may be required under the circumstances as approved by the Grantor to correct such breach. If breaching party (parties) fails (fail) to correct such breach within such period, the Grantor may terminate this Agreement without further notice; provided, however, such termination shall not release breaching party (parties) from liability for damage prior to such termination.

20. **Assignment of Agreement.** This Agreement and the rights granted under the Agreement may not be assigned by Grantee without the written consent of the Grantor, which consent shall 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 shall be ineffective as to the Grantor unless and until the Grantor shall have been notified of such agreement and shall have recognized and approved the same in writing, and in no case shall such recognition or approval operate to relieve Grantee of the responsibilities or liabilities assumed by Grantee hereunder without the 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 the Grantor deems necessary.

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IN WITNESS WHEREOF, the parties have entered into this Agreement.

STATE OF UTAH  
School and Institutional Trust Lands Administration  
675 East 500 South, Suite 500  
Salt Lake City, Utah 84102-2818

By: David Ure  
DAVID URE, DIRECTOR

APPROVED AS TO FORM  
SEAN D. REYES  
ATTORNEY GENERAL

By: Mitchell E. McCann  
Special Assistant Attorney General

SANTAQUIN CITY  
275 West Main Street  
Santaquin, UT 84655

By: Kirk J. Hurd  
Its: Mayor

Attest by: S. Bjarnsworth  
City Recorder



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STATE OF UTAH )  
 :§  
 COUNTY OF SALT LAKE )

On this 6 day of July 2017, personally appeared before me David Ure, the Director of the School and Institutional Trust Lands Administration, who acknowledged that he, being duly authorized, did execute the foregoing instrument on behalf of the School and Institutional Trust Lands Administration.

My commission expires:  
6-9-19

Nannette Johnson  
Notary Public

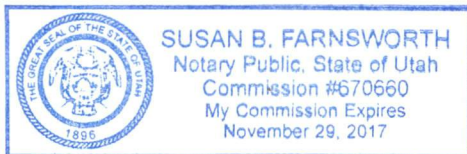


STATE OF UTAH )  
 :§  
 COUNTY OF )

On this 3 day of May 2016, personally appeared before me Kirk Hunsaker, the Mayor of Santaquin City, who acknowledged that s/he, being duly authorized, did execute the foregoing instrument on behalf of Santaquin City.

My commission expires:  
November 29, 2017

Susan B Farnsworth  
Notary Public





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**EXHIBIT A**  
Legal Description of Subject Property

A 26 foot wide emergency access easement (13 feet on either side of the centerline) following the centerline described as the following and traveling through a parcel in Juab County (Juab County Parcel Number: XB00-1378-C).

Beginning at a point located along a section line South  $01^{\circ}26'07''$  East 29.11 feet and West 711.36 feet from the East quarter corner of Section 16, Township 10 South, Range 1 East, Salt Lake Base and Meridian running thence South  $13^{\circ}16'12''$  East 86.70 feet; Thence South  $16^{\circ}58'23''$  East, 36.33 feet; Thence South  $11^{\circ}47'26''$  East 98.06 feet; Thence South  $8^{\circ}27'9''$  East, 60.13 feet; Thence along a curve to the right 92.31 feet with a radius of 351.75 feet (Chord: South  $0^{\circ}14'17''$  West, 92.04 feet); Thence along a curve to the left 67.08 feet with a radius of 293.29 feet (Chord: South  $1^{\circ}38'14''$  West, 66.94 feet); Thence along a curve to the left 203.36 feet with a radius of 958.82 feet (Chord: South  $12^{\circ}22'30''$  East, 202.98 feet); Thence South  $19^{\circ}38'04''$  East, 91.75 feet; Thence along a curve to the right 81.69 feet with a radius of 348.26 feet (Chord: South  $24^{\circ}46'35''$  East 81.51 feet); Thence along a curve to the left 55.08 feet with a radius of 137.05 feet (Chord: South  $25^{\circ}49'14''$  East, 54.71 feet); Thence along a curve to the right 98.48 feet with a radius of 155.83 feet (Chord: South  $4^{\circ}38'47''$  East, 96.85 feet); Thence along a curve to the left 206.48 feet with a radius of 608.06 feet (Chord: South  $7^{\circ}56'18''$  East, 205.49 feet); Thence South  $13^{\circ}18'11''$  East, 314.01 feet; Thence along a curve to the right 128.98 feet with a radius of 689.80 feet (Chord: South  $5^{\circ}56'41''$  East, 128.79 feet); Thence South  $7^{\circ}34'13''$  East 69 feet; Thence South  $10^{\circ}33'28''$  East 125.61 feet; Thence South  $16^{\circ}18'26''$  East, 79.91 feet; Thence along a curve to the right 183.27 with a radius of 448.15 feet (Chord: South  $11^{\circ}07'51''$  East, 182.00 feet); Thence South  $1^{\circ}55'59''$  West, 85.65 feet; Thence along a curve to the left 214.42 feet with a radius of 401.72 feet (Chord: South  $14^{\circ}30'44''$  East, 211.89 feet); Thence along a curve to the right 147.66 feet with a radius of 285.85 feet (Chord: South  $15^{\circ}54'08''$  East, 146.02 feet); Thence South  $15^{\circ}40'13''$  East, 251.02 feet;

Approximate Length: 2,777 feet


Contains: 1.66 acres  $\pm$





### EXHIBIT A1 Depiction of Subject Property

 **ESMT 1954- Santaquin Fire Access Road**  
T10S R1E with the E2SE4 of Section 16 SLB&M  
Juab County



 ESMT 1954 (1.66 acres)

**Land Ownership and Administration**

-  Private
-  State Trust Lands

**Area and acreage not surveyed and are estimates only.**

Imagery (Google) Date: 2015

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 the 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 adjusted to allow 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. Basemap 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 801-536-5100 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: August 29, 2016 - sgould

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**EXHIBIT B**  
Existing Interests

PRED 712 South County Development – Easement between I-15 and Santaquin parcel for ingress and egress, and for public utilities  
ROW 251 Mountain States Telephone – Transmission line Right-Of Way  
ROW 1108 PacifiCorp – Power transmission line (combination of single and double poles)  
ESMT 678 Summit Ridge Development – Utility easement for all utilities (water tank, water lines, public utilities and other infrastructure improvements)