

RESOLUTION NO. R-94-2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING AN EASEMENT AGREEMENT WITH IVORY LAND CORPORATION

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve an easement agreement with Ivory Land Corporation, as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Easement Agreement with Ivory Land Corporation is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of December, 2024.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Fionnuala B. Kofoed, MMC
City Recorder



CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 3rd day of December, 2024.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
<input checked="" type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham
<input checked="" type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input checked="" type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray
<input checked="" type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood
<input checked="" type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright



Fionnuala B. Kofoed, MMC
City Recorder



Exhibit A

ENT 13698=2025 PG 1 of 8
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Feb 26 09:07 AM FEE 0.00 BY LM
RECORDED FOR EAGLE MOUNTAIN CITY

WHEN RECORDED, PLEASE RETURN TO:
Fionnuala B. Kofoed, City Recorder
Eagle Mountain City
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

Owner Parcel No. 58:047:0060

Easement Agreement

This Easement Agreement ("**Agreement**") is entered into this 18th day of December 2024 (the "**Effective Date**"), by and between Ivory Land Corporation, LC, a Utah Corporation ("**Owner**"), and EAGLE MOUNTAIN CITY, a Utah municipality ("**City**") ("**Owner**" and "**City**" may be individually referred to as a "**Party**" or collectively as the "**Parties**"), located at 1650 E. Stagecoach Run, Eagle Mountain, UT 84005.

RECITALS

A. Owner owns an undivided fee simple interest in certain real property consisting of approximately 28.04 acres of undeveloped land located in the City, Utah County Parcel Number 58:047:0060 as more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein ("**Land**");

B. The City is looking to acquire an easement on approximately .6 acres of land ("**Easement Property**"), more particularly described and depicted in **Exhibit B**¹, to extend Old Airport Road ("**Road Extension**") as public right-of-way; and

C. The Owner is willing to grant to City an easement ("**Easement**") to construct and maintain the Road Extension upon the terms and conditions set forth in this Agreement.

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

1. Grant of Easement. The Owner hereby grants to the City the Easement on the Easement Property for the purpose of constructing, installing, and maintaining the Road Extension and for use as public right-of-way, as well as underground utilities.

2. Termination of Easement. The Parties anticipate that the Utah Department of Transportation ("**UDOT**") will acquire the Easement Property in the future to facilitate

¹ Note: No subdivision approval has been sought or is being granted. The depiction of lots adjacent to the Road Extension is for illustrative purposes only.

expansion of S.R. 73. The Easement and this Agreement shall remain effective until the City and UDOT reach a separate agreement to terminate the Easement.

3. Easement(s) -- Non-Interference. At the request of the City, the Owner shall move any property interfering with the construction, installation, or maintenance of the Road Extension at Owner's sole cost and expense.

4. Run with Land. The provisions of this Agreement shall run with the Easement Property in perpetuity and shall be binding upon any person or entity having or acquiring any right, title, and interest in or to any portion of the Easement Property, unless the Easement is terminated in accordance with paragraph 2.

5. Recording Agreement / Termination. Owner or the City may cause this Agreement to be recorded.

6. Indemnification. Owner (including all future owners of the Easement Property) agrees to indemnify and hold the City harmless from any and all claims, injuries, death, loss, or damage arising from any liability associated with Owner's use of the Easement Property prior to the termination of this Agreement. City agrees to indemnify and hold the Owner harmless from any and all claims, injuries, death, loss, or damage arising from any liability associated with City's use of the Easement Property.

7. Further Action. The Parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

8. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and addressed to following Address:

To City: Eagle Mountain City
Attn: City Recorder
1650 East Stagecoach Run
Eagle Mountain, UT 84005

To Owner: Ivory Land Corporation
Attn: Brad Mackey
978 Woodoak Lane
SLC, UT 84117
bradm@ivorydevelopment.com

Electronic delivery of notice shall be deemed effective upon its actual receipt provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

9. Attorney Fees / Venue. In the event of any litigation to enforce this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court

costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. All actions to enforce this Agreement shall be brought in the Fourth Judicial District Court in and for Utah County, Utah.

10. No Third Party Beneficiaries. Enforcement of the terms of this Agreement is reserved to the parties hereto and their respective successors and assigns, and nothing contained in this Agreement provides any claim, benefit or right of action for enforcement to any other person or entity not a party hereto.

11. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

12. Construction. This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

13. Amendment. This Agreement may not be modified or amended except by an instrument in writing signed by both Parties.

14. Waiver. No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

15. Warranty of Authority. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified herein. City and Applicant each represent and warrant that it has full legal right and authority to enter into this Agreement.

16. Governmental Immunity. The City is a governmental entity under the "Utah Governmental Immunity Act" (*Utah Code Ann. § 63G-7-101, et seq.*) (the "Immunity Act"). Nothing herein shall be construed as a waiver of any defenses available under the Immunity Act nor does City waive any limits of liability provided by the Immunity Act or any other provisions of Utah law.

17. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental

restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

18. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

19. Entire Agreement. This written Agreement, including exhibits, constitutes the entire agreement between the parties and may be amended only by written agreement, properly executed by the parties.

OWNER(S)

Kevin Anglessey
Signature

Print Name: Kevin Anglessey
Secretary

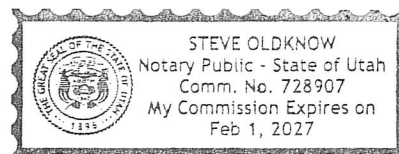
Signature

Print Name: _____

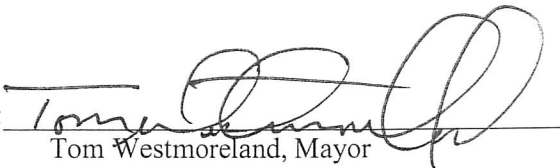
STATE OF UTAH)
)
:ss
COUNTY OF UTAH)

On 12/18/2024, 2024, personally appeared before me, a notary public, Kevin Anglessey, who is personally known or proved to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that (s)he executed the above instrument.

Steve Oldknow
Notary Public



EAGLE MOUNTAIN CITY

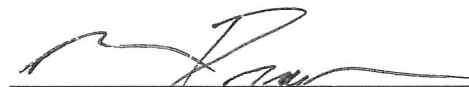
BY: 
Tom Westmoreland, Mayor

ATTEST:


Gina L. Olsen, City Recorder

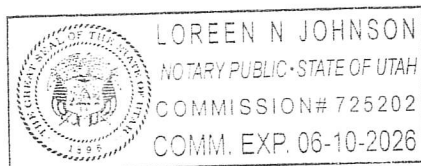


APPROVED AS TO FORM:


Marcus O. Draper, City Attorney

STATE OF UTAH)
COUNTY OF UTAH)

On the 17 day of February, 202~~7~~⁵, personally appeared before me, **Tom Westmoreland**, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledge he/she/they executed the same.
Witness my hand and official seal.



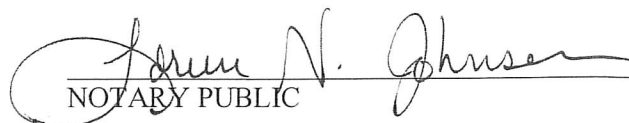

NOTARY PUBLIC

EXHIBIT A

Legal Description of Parcel 58:047:0060

Located in the Northeast Corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian, Eagle Mountain, Utah County, Utah, being more particularly described as follows:

Beginning at a point located $S0^{\circ}52'29''W$ 629.83 feet from the Northeast corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian; thence $S00^{\circ}58'52''W$ 765.57 feet; thence $S62^{\circ}14'18''W$ 1,082.24 feet; thence $N40^{\circ}26'13''W$ 922.69 feet; thence $N62^{\circ}25'13''E$ 1,235.85 feet; thence $S89^{\circ}24'31''E$ 473.85 feet to the point of beginning.

EXHIBIT B

Located in the Northeast Corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian, Eagle Mountain, Utah County, Utah, being more particularly described as follows:

Beginning at a point located S89°06'06"E 388.58 feet along the Section line and S0°53'54"W 1289.63 feet from the North Quarter Corner of Section 23, Township 5 South, Range 2 West, Salt Lake Base & Meridian; thence S27°51'55"E 278.78 feet; thence S62°10'01"W 94.00 feet; thence N27°51'55"W 278.72 feet; thence N62°08'01"E 94.00 feet to the point of beginning.

Contains: 26,202 square feet or 0.60 acres+/-

