Recording Requested By and When Recorded Return To:

Draper City
Attn: Recorder
1020 E Pioneer Rd
Draper, UT 84020

Document Recording Information (for Recorder's use only):
This document is recorded to provide notice of covenants that run with the land.

TREE RETENTION, RELEASE, INDEMNITY, AND ASSUMPTION OF RISK AGREEMENT

Property Address: _____

Parcel Number (Tax ID):_____

Legal Description of Real Property: (please visit: https://apps.saltlakecounty.gov/data-services/DataServicesAccess/PublicSearch.aspx to complete the following)

All of Lot _____, _____, Phase _____, CONT. _____ ACRES.

Current Owner of Record: _____

Tree Location: Park strip/right-of-way adjacent to public sidewalk (see attached photo)

I/We, the undersigned owner(s) of the above property, in consideration of Draper City ("City") agreeing to my/our request to retain the tree instead of removing it, hereby acknowledge and agree as follows:

1. I understand that severing the tree's roots to repair the sidewalk will likely cause significant stress to the tree and may result in one or more of the following: gradual decline and death of the tree, structural instability, increased risk of windthrow or limb failure, and/or future root regrowth that will again damage the sidewalk.

2. I voluntarily assume all risks associated with root pruning/severing and the continued presence of the tree, including but not limited to:

- **Death or decline of the tree,**
- **Personal injury or property damage caused by falling limbs, trunk failure, or uprooting,**
- **Future damage to the public sidewalk and any repair costs the City may assess against me,**
- **All costs of future tree removal, stump grinding, and sidewalk repairs.**

3. On behalf of myself, my heirs, successors, assigns, guests, and anyone claiming through me, I hereby fully and forever release, discharge, and covenant not to sue Draper City, its elected and appointed officials, officers, employees, agents, volunteers, and contractors from any and all claims, liabilities, demands, damages, costs (including attorney fees), or causes of action of any kind arising out of or related to the root pruning/severing, the condition or failure of the tree, or any damage caused by the tree now or in the future.

4. I agree to defend (with legal counsel reasonably acceptable to the City), indemnify, and hold harmless Draper City and the persons and entities listed in paragraph 3 from any claims, lawsuits, judgments, or liabilities brought by third parties arising from the continued presence, condition, or failure of the tree after root pruning/severing.

5. If the tree dies, becomes hazardous, or must be removed for any reason, I agree to remove the tree, stump, and all major roots **at my sole expense within thirty (30) days of written notice from the City**. If I fail to do so, the City may remove the tree and bill me for all costs incurred, which shall become a lien against the property if unpaid.

6. This Agreement is binding upon me and my heirs, successors, and assigns and shall run with the land. Draper City shall record this Agreement in the Salt Lake County Recorder's office.

I have read this Agreement carefully, understand that I am giving up substantial legal rights, and sign it freely and voluntarily without duress.

Owner(s) Information (required):

Printed Name: _____ Date: _____

Mailing Address for Assessment/Taxation: _____

Co-Owner Printed Name (if applicable): _____ Date: _____

Mailing Address (if different): _____

[INDIVIDUAL(S)]

"OWNER(S)": _____
(Signature)
PRINT NAME: _____

"OWNER(S)": _____
(Signature)
PRINT NAME: _____

OWNER(S) ACKNOWLEDGEMENT

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

[INDIVIDUAL] On the ____day of _____, 20__, personally appeared before me _____ _____ who being duly sworn, did say (s)he is the signer of the foregoing instrument, who duly acknowledged to me that (s)he executed the same.

[INDIVIDUAL] On the ____day of _____, 20__, personally appeared before me _____ _____ who being duly sworn, did say (s)he is the signer of the foregoing instrument, who duly acknowledged to me that (s) he executed the same.

My Commission Expires:

_____

_____
Notary Public
Residing at:
_____

My Commission Expires:

_____

_____
Notary Public
Residing at:
_____

Edited 10/30/2025

[BUSINESS]

"OWNER(S)": _____
(Business Name)

By: _____

Its: _____

PRINT NAME: _____

"OWNER(S)": _____
(Business Name)

By: _____

Its: _____

PRINT NAME: _____

OWNER(S) ACKNOWLEDGEMENT

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

[CORPORATE] On the _____ day of _____, 20__, personally appeared before me _____ who being by me duly sworn did say that (s)he is the _____ of _____, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.

_____
Notary Public
My Commission Expires: Residing at:

_____ _____

Edited 10/30/2025

[LLC] On the ____ day of _____, 20__, personally appeared before me _____ _____ who being by me duly sworn did say that (s)he is the manager of_____, **L.L.C.,** a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

_____
Notary Public

My Commission Expires: Residing at:

_____ _____

Edited 10/30/2025

[TRUST]

NAME: _____
(Trustee)

As Trustee of the _____

_____Trust, under Trust Agreement dated

_____.

NAME: _____
(Trustee)

As Trustee of the _____

_____Trust, under Trust Agreement dated

_____.

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the _____ day of _____ 20____, personally appeared before me _____, as Trustee(s) of _____Trust, dated _____, _____; the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

_____
Notary Public
My Commission Expires: Residing at:

_____ _____

_____
Notary Public
My Commission Expires: Residing at:

_____ _____

Edited 10/30/2025