

ENTRY NO. 272656 DATE 10-3-89 TIME 8:40 AM BOOK A184 PAGE 681-687
 FEE \$ + RECORDED AT REQUEST OF Ray E. Nash
Charles Motes DUCHESNE COUNTY RECORDER 319 W 1005 DEPUTY
Utah 84201

EASEMENT AGREEMENT

This Agreement is made and entered into this 27th day of SEPTEMBER, 1989, by and between Ford's, Inc., a corporation authorized to do business in the State of Utah, hereinafter known as "Fords" and the Fruitland Water Improvement District, a political subdivision of the State of Utah, hereinafter referred to as "Fruitland";

W I T N E S S E T H

WHEREAS, Fords own certain real properties situated in Duchesne County, State of Utah, which are more specifically described and referred to hereinbelow; and

WHEREAS, Fruitland is presently engaged in the acquisition of water rights and easements for a culinary water system, and the construction thereof for the Fruitland area; and

WHEREAS, Fords, for valuable consideration, are willing to grant to Fruitland a non-exclusive easement and the right to construct a pipeline over and across said easement located on the property owned by Fords in Duchesne County, Utah.

NOW, THEREFORE, it is mutually agreed as follows:

1. Fords do hereby grant to Fruitland a non-exclusive easement over and across those certain lands described as:

Sections 10, 14, 15, 22, 23, 26, and 27,
 Township 2 South, Range 9 West, Uintah Special

Base & Meridian in Duchesne County

to lay, maintain, operate, repair, inspect, protect, remove and replace water pipelines, valves, valve boxes and other water transmission and distribution facilities, hereinafter called "Facilities" for the purpose of constructing a main trunk culinary water pipeline to run from the springs in Mill Hollow area to the Fruitland area. The water pipeline is to be built in the approximate proximity of a present existing roadway which has been constructed and is now in existence and which may be reconstructed and realigned hereafter, and also across certain other areas on the above-described tracts, as will later be determined by surveys and in accordance with good and professional engineering practices and standards as to the construction of such a main water culinary pipeline.

Once the Facilities are constructed, installed, and placed in operation, said easement shall be twenty (20) feet on each side of the center line of the pipeline. Fords shall have the right to utilize the property subject of the easement granted herein to the extent such use does not detract from, hinder or frustrate the grantee as to the intended purpose of such easement. The location of the pipeline, when once constructed, established, and installed will constitute the final permanent easement as granted herein, which will be the width above mentioned. Maps or plats will be

made showing "as built" locations which are to be recorded when the construction of the pipeline is completed, and Fords shall execute an amended grant of easement containing the same terms and conditions are herein set forth, but identifying with specificity the property the subject of said easement.

2. It is understood and agreed that Fruitland, during construction, may find it necessary to enter upon the above-described premises and the roadways thereon to accomplish construction. Fruitland may do so by traveling on the established roadways and, upon written consent of Fords, which consent shall not be unreasonably withheld or delayed, across the subject premises on non-roadway areas, provided that upon completion of construction Fruitland shall restore said property as provided in paragraph 4 hereof. The easement granted shall run along the determined route from upper end to and across property of Fords into the area to be served by Fruitland which is generally South to East of the above property owned by Fords.

3. It will be necessary for Fruitland to have bedding material for the installation of the pipeline. Fords agree that they will designate barrow areas in Section 14, 23 and 24, Township 2 South, Range 9 West where adequate bedding material may be acquired without cost by Fruitland during construction. After construction is complete, Fruitland will smooth the excavated area,

provide adequate drainage therefrom and will reseed the disturbed ground with grasses adaptable to the area.

4. It is understood that this easement shall be perpetual and continuous. Fruitland shall have the right of ingress and egress to and from said right-of-way to maintain and operate, repair, inspect, protect, remove and replace the same and this agreement shall bind the heirs, executors, administrators, and assigns of the respective parties hereto and shall constitute a covenant running to and with the land.

5. Upon completion of construction and/or repair or replacement of said pipeline across the subject premises of Fords, Fruitland shall perform all cleanup work, repair, maintenance, replanting, reseeding or such other restoration or improvement work as is necessary to place the subject property and existing improvements thereon in as good or better condition as before the commencement of said work. As to restoration of or changing of existing roads, such work shall include but not be limited to the proper engineering and placement of drainage and drainage equipment such as culverts, flue and ditches. Such cleanup and repair, etc., shall be performed both over and across the subject easement as well as such other property allowed to be used for construction purposes as consented to by the Ford's in writing, which consent shall not be unreasonably withheld or delayed.

6. As partial consideration for the granting of said easement, Fruitland agrees to construct and provide for Fords, at Fruitland's own cost and expense, a livestock watering trough, bib, and pipe, all connected to the main trunk culinary water pipeline installed in the approximate vicinity of the "1st storage reservoir in the Mill Hollow area."

7. Fruitland covenants and agrees to indemnify Fords from any and all liability, loss or damage Fords may suffer as a result of claims, demands, costs or judgments against it arising out of the operations to be carried out pursuant to the terms of this easement agreement.

8. In the event either party hereto defaults as to its obligations hereunder, said defaulting party shall pay all costs of enforcement, (enforcement to include injunctive relief), and/or for the recover of damages suffered as a result thereof, including a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties have hereunto set their hands this date first above written.

FORD'S, INC.

By: 

Its: President

6. As partial consideration for the granting of said easement, Fruitland agrees to construct and provide for Fords, at Fruitland's own cost and expense, a livestock watering trough, bib, and pipe, all connected to the main trunk culinary water pipeline installed in the approximate vicinity of the "1st storage reservoir in the Mill Hollow area."

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IN WITNESS WHEREOF, the parties have hereunto set their hands this date first above written.

FORD'S, INC.

By: 

Its: President

FRUITLAND WATER IMPROVEMENT DISTRICT

By: Jimmy Zorakis
Its: Chairman

STATE OF UTAH)
County of SALT LAKE) ss

On this 27th day of September, 1989, personally appeared before me MICHAEL H. FORD, who being by me first duly sworn did say that he is the PRESIDENT of Fords, Inc., a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its By-Laws or a resolution of its Board of Directors, and said MICHAEL H. FORD acknowledged to me that said corporation executed the same.

Cathy Brewer
Notary Public for the State of Utah
Residing at: Salt Lake City, Utah

My Commission expires: 6-5-90

STATE OF UTAH)
County of) ss

On this 27th day of Sept, 1989, personally appeared before me Jimmy Zorakis, who being by me first duly sworn did say that he is the Chairman of Fruitland Water

FRUITLAND WATER IMPROVEMENT DISTRICT

By: Jimmy Zorakis
Its: Chairman

STATE OF UTAH)
County of SALT LAKE) ss

On this 27th day of September, 1989, personally appeared before me MICHAEL H. FORD, who being by me first duly sworn did say that he is the PRESIDENT of Fords, Inc., a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its By-Laws or a resolution of its Board of Directors, and said MICHAEL H. FORD acknowledged to me that said corporation executed the same.

Cathy Brewer
Notary Public for the State of Utah
Residing at: Salt Lake City, Utah

My Commission expires: 6-5-92

STATE OF UTAH)
County of) ss

On this 27th day of Sept, 1989, personally appeared before me Jimmy Zorakis, who being by me first duly sworn did say that he is the Chairman of Fruitland Water

Improvement District, a political subdivision of the State of Utah,
and that the foregoing instrument was signed on behalf of said
political subdivision by authority of a resolution of the Board of
Directors thereof, and said James Florabian acknowledged to
me that said political subdivision executed the same.

Ray E. Nash
Notary Public for the State of Utah
Residing at:

