

199690 Recorded at request of Ashley Valley Water District  
Date Feb 17 1983 at 2:11 P.M. M. O'Leary Deputy Book 326  
BY [Signature] Uintah County Recorder Page 617

Agreement made this 27th day of January, 1983, between City of Naples, a political subdivision of the State of Utah, herein referred to as "Grantor", and Ashley Valley Water and Sewer Improvement District, a legal administrative agency organized under the laws of the State of Utah for the purpose of constructing, owning and operating a wastewater collection and treatment system and a culinary water system and doing business in the County of Uintah, State of Utah, herein referred to as "Grantee".

Section I  
Right-of-Way

In consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is acknowledged, and the prospective benefits to be derived by reason of the locating, establishing, constructing and maintaining sewer and water lines on the hereinafter described premises, Grantor hereby grants to Grantee, its successors and assigns, a 20' permanent and 66' temporary construction easement, for the purpose of constructing and maintaining therein sewer and water lines and appurtenant parts thereof; said easement to be a strip of land 10' wide on each side (33' temporarily on each side) of the following described roads.

January 27, 1983

NAPLES CITY STREETS

All dedicated streets lying within the boundaries of the City of Naples, as filed with the Uintah County Recorder April 21, 1982 as the Naples City plat Registry No. 190973, Book 302 page 693 and comprising portions of the Sections and townships as follows.

Section 2 T5S, R21E, SLB&M Sec. 25, 26, 35, 36, T4S R21E, SLB&M, Sec. 19, 29,30,31,32 T4S, R22E, SLB&M. Sec. 5,6, T5S. R22E. SLB&M.

Such land is referred to herein as "the premises"; such right of way is referred to herein as the "right-of-way".

Section II  
Term

The rights granted herein shall be possessed and enjoyed by Grantee, so long as sewer and water lines or pipelines and appurtenances constructed pursuant hereto shall be maintained and operated by Grantee.

Section III  
Right of Access

Grantee and its employees and agents shall, at all times, have free access to the sewer and water line right of way for the purposes described herein, provided that Grantee shall be subject to and shall comply with all Naples City ordinances and regulations.

SECTION IV  
Rights of Grantor

Grantor reserves the right to use and enjoy the premises to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights granted herein, including, but not limited to, the right to place along, across and over the right of way as many roads, streets, sidewalks, passageways, electric light and power lines, water lines and other utilities as Grantor may desire. If any utility line is placed parallel to such right of way, such line shall not be placed directly over any sewer line therein, or water line.

SECTION V  
Surface Damage

Grantee agrees to bury all pipelines constructed upon the premises at a sufficient depth so that they will not interfere with Grantor's use of the premises.

SECTION VI  
Restoration of Surface

After the installation of the water or sewer line on this right of way, and after the abandonment or expiration of this grant for any cause. Grantee shall remove all pipes and other property placed on the premises by or for Grantee, fill and level all ditches, ruts and depressions caused by construction or removal operations, remove all debris resulting therefrom, remove all stakes and posts that Grantee may have put into the ground, and generally restore the surface of the premises to as near its original condition as may be possible, including restoration of the road surface where damaged, all within a reasonable time after the installation of such pipeline or abandonment or expiration of this grant.

SECTION VIII  
Appurtenant Facilities

Grantee shall have no right to locate any surface installation on any part of right of way which would obstruct or interfere with the Grantor's use or the public's use of the right of way as a roadway or highway.

Section VIII

Title

It is hereby recognized by the parties to this agreement that the Grantor herein does not individually hold record title to all of the property described herein, but claims an interest in the property for use of the property as a public road right of way. Grantor further only grants this easement and right of way to such portions of the above described property as lies within its boundries. It is further recognized that the Grantor is not owner in fee simple of all of the premises described herein and that its interests on part or all of the described premises may be limited to a road and utility right of way.

Section IX

Agreement to Hold Harmless

Grantee hereby agrees to hold Grantor harmless from any claim that may asserted against the Grantor arising out of the use of the easement herein granted and the construction and maintenance of the wastewater collection lines, or water lines.

Section X

Effect of Agreement

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement in Uintah County, Utah, on the 9TH day of FEBRUARY, 1983



Linda Cardwell

CITY OF NAPLES

By Lawrence L. Kay

ASHLEY VALLEY WATER & SEWER  
IMPROVEMENT DISTRICT

By [Signature]

ATTEST:

[Signature]