

6829696

WHEN RECORDED, RETURN TO:

Parsons Behle & Latimer
201 South Main Street, Suite 1800
Post Office Box 45898
Salt Lake City, Utah 84145-0898
Attention: Kerry L. Owens

6829696
01/05/98 12:42 PM**NO FEE**
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MURRAY CITY
PO BOX 57520
MURRAY, UT 84157-0520
REC BY:R JORDAN ,DEPUTY - MP

STORM DRAINAGE EASEMENT AGREEMENT

This Storm Drain Easement Agreement ("Agreement") is granted this 17 day of October, 1997, by BERNARD LUCHS, an individual residing in Salt Lake County, Utah ("Grantor"), in favor of MURRAY CITY CORPORATION, a political subdivision of the State of Utah ("Grantee").

RECITALS:

A. Grantor is the owner of that certain parcel of real property located in Salt Lake County, Utah ("Luchs Parcel").

B. Grantee desires to obtain and Grantor desires to grant an easement to Grantee for the construction and maintenance of a storm water drainage line over a portion of the Luchs Parcel upon the terms and conditions of this Agreement.

AGREEMENT:

1. Grant of Easement. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby grants and conveys to Grantee a non-exclusive easement ("Easement") on, over, across and through that certain parcel of real property more particularly described on Exhibit A ("Easement Property") attached hereto, for the construction, location, placement, maintenance and operation of storm water drainage improvements ("Improvements").

2. Non-Exclusive Easement. This Easement is non-exclusive, and Grantor shall have the right to carry on such activities and locate such improvements on the surface of the Easement Property as shall not unreasonably interfere with the use and operation of the Easement by Grantee. However, Grantor's use of the Easement Property shall be limited to the location of roadways, parking lots, walkways and landscaping thereon, and to other similar and consistent uses.

3. Covenants Running with the Land. This Easement shall run with the land, and shall run to the benefit of and be binding upon Grantor and Grantee, and their successors and assigns.

4. Construction and Maintenance.

a. Costs. Grantee shall have the obligation to construct, maintain, repair, and replace all portions of the Improvements in a safe, clean and working order. Grantee shall be responsible for paying any and all costs and fees associated with or relating to such

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construction, maintenance, repair or replacement including, but not limited to, design fees, consulting fees, permit fees, material and labor costs, and insurance premiums and shall hold Grantor and the Luchs Parcel harmless from any and all claims, costs, damages or disputes arising from or relating thereto.

b. Failure to Maintain. In the event Grantee, or its successors in interest to the Easement, fails to maintain the Improvements, as provided above, Grantor, or his successors in interest, may give Grantee (or their successors in interest) written notice notifying Grantee (or such other persons entitled hereunder to notice) of their failure to maintain the Improvements. In the event Grantee (or such other persons entitled hereunder to notice) shall not complete the maintenance of the Improvements within ninety (90) days of such written notice from Grantor, or its successors in interest to the Luchs Parcel, Grantor, or his successors in interest shall be entitled to specifically enforce the obligations of maintenance contained herein. Grantor, or his successors in interest shall have the right, but not the obligation to undertake such maintenance upon termination of the ninety (90) day cure period provided for herein. In the event Grantor exercises such right of maintenance, Grantee (or its successors in interest) shall in no way be relieved of their obligation of maintenance hereunder and Grantor, or his successors in interest shall be entitled to reimbursement for all costs incurred in such maintenance, together with interest at the rate of eighteen percent (18%) and the costs of collection.

4. Duration. This Agreement and the easement and undertaking set forth herein shall be perpetual.

5. Notices. Any and all notices required or permitted hereunder shall be given in writing and personally delivered; delivered by certified mail, return receipt requested, postage prepaid; or delivered by generally recognized overnight courier providing proof of delivery, addressed as follows:

To Grantor: Contract Furniture Gallery
845 West 2400 South
Salt Lake City, Utah 84119
Attention: Bernard Luchs

To Grantee: Murray City Corporation
P.O. Box 57520
Murray, Utah 84157-0520
Attention: City Attorney's Office

Any notice which is personally delivered shall be deemed effective upon the date of delivery. Any notice which is mailed shall be deemed effective when the return receipt is signed for the addressee or is returned as undelivered. Any notice which is delivered by overnight courier shall be deemed effective on the day after deposit with the courier.

6. Miscellaneous. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. In the event that any condition, covenant or other provision herein contained is held to

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be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor's property, including the Easement Area, to or for the general public or for any public purposes whatsoever, it being the intention of Grantor and Grantee that this Agreement be strictly limited to and for the purposes expressed herein. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. In the event it becomes necessary for Grantor or Grantee to employ the service of an attorney in connection with enforcing the terms of provisions of this Agreement, either with or without litigation, the losing party of such controversy shall pay to the successful party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred in enforcing this Agreement. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah.

Executed the date and year first above written.

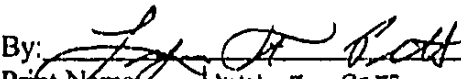
GRANTOR:



Bernard Luchs

GRANTEE:

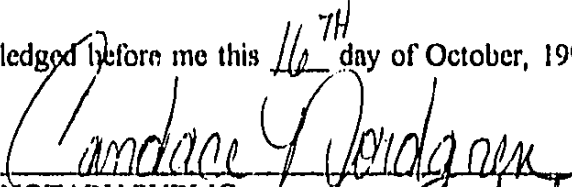
Murray City Corporation,
a political subdivision of the state of Utah

By: 

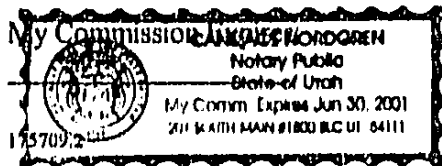
Print Name: LYNN F. PETT
Title: MAYOR

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

The foregoing instrument was acknowledged before me this 16TH day of October, 1997, by Bernard Luchs.



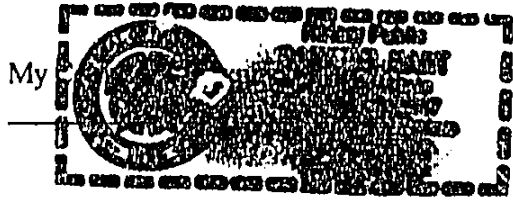
NOTARY PUBLIC
Residing at: SLC Utah



SK 784 7 PG 0683

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

The foregoing instrument was acknowledged before me this 17 day of October, 1997, by Lynn E. Pett, the Mayor of Murray City Corporation.

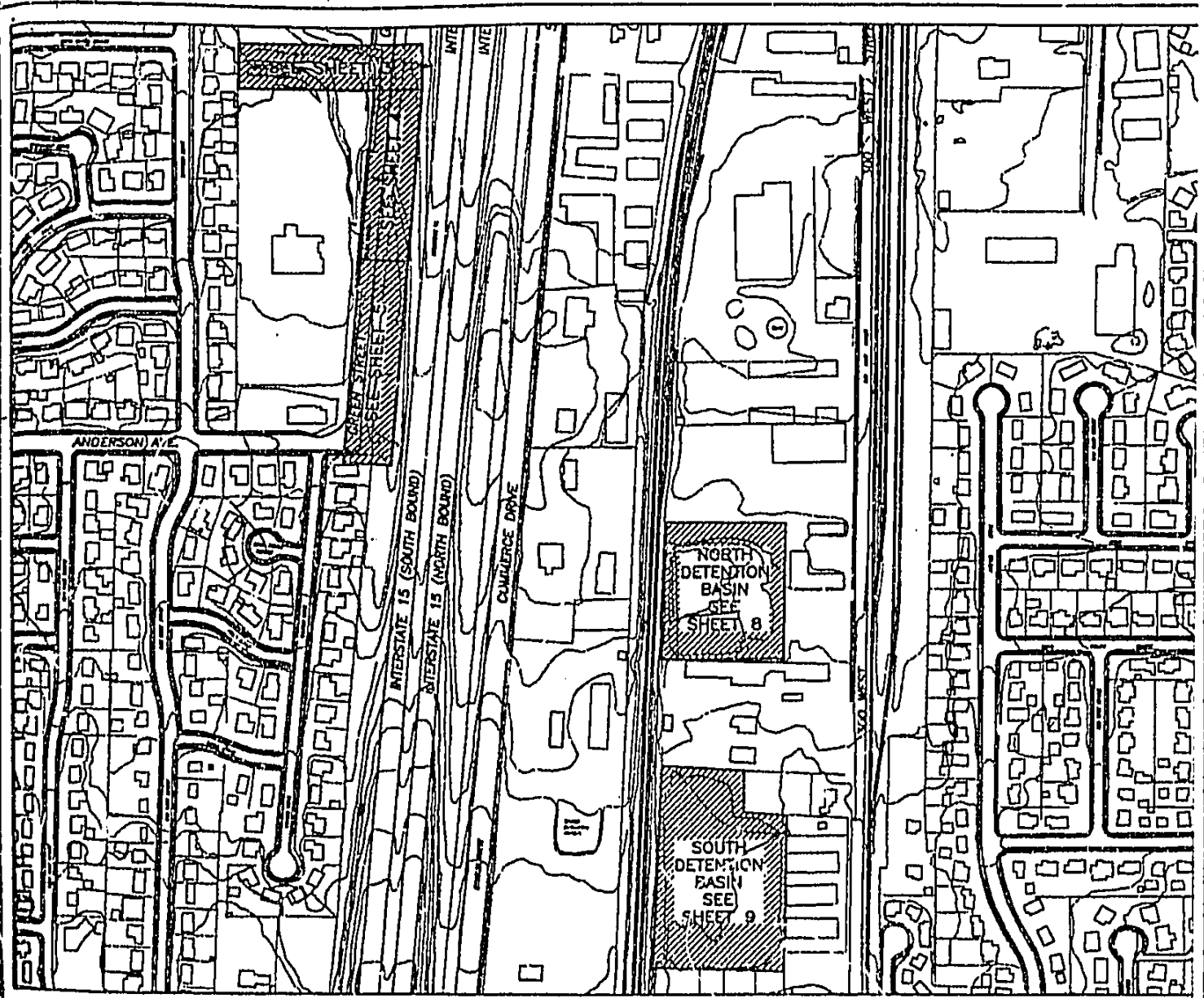


[Signature]
NOTARY PUBLIC
Residing at: _____

**EXHIBIT A
TO
STORM DRAIN EASEMENT AGREEMENT**

A 30 foot wide easement on the North side of the Bernie Luchs Property being more particularly described as follows:

Beginning at the Northwest corner of Grantor's property, said point being $N0^{\circ}14'20''W$ 1600.37 feet, more or less, along the Section Line (basis of bearing) and East 1662.55 feet, more or less, from the West Quarter Corner of Section 13, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence $S89^{\circ}45'30''E$ 341.32 feet, more or less, to the Northeast corner of Grantor's property, and the West right-of-way of Green Street; thence $S4^{\circ}23'25''W$ 30.08 feet along Grantor's East property line and said West right-of-way line; thence $N89^{\circ}45'30''W$ 338.66 feet, more or less, to Grantor's West property line; thence $N0^{\circ}40'56''W$ 30.00 feet to the point of beginning.



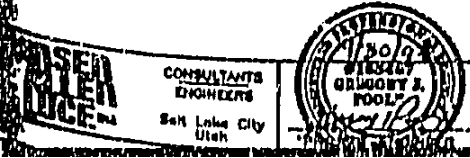
PROJECT LOCATION

1" = 200'

TABLE OF ABBREVIATIONS.

○ = AT	DVD = DRAWING	R/W = RIGHT OF WAY	EL.
CC = CENTER TO CENTER	MH = MANHOLE	SF = SQUARE FEET	E.O.
CL = CENTER LINE	MIN. = MINIMUM	SG. = SQUARE	EW
CLR. = CLEARANCE	MJ = MECHANICAL JOINT	SS = STAINLESS STEEL	FL
CMAAP = CORRUGATED METAL ARCH PIPE	N.T.S. = NOT TO SCALE	STA. = STATION	FLO
CMP = CORRUGATED METAL PIPE	OC = ON CENTER	TBC = TOP BACK OF CURB	FTO
CP = CONCRETE PIPE	OHP = OVERHEAD POWER LINE	TYP. = TYPICAL	GPM
CU. = CUBIC	PE = PLAIN END	UBO = UNTREATED BASE COURSE	O.V.
DA. = DIAMETER	PL = PROPERTY LINE	UOP = UNDERGROUND POWER LINE	ID
DIP = DUCTILE IRON PIPE	RCP = REINFORCED CONCRETE PIPE	YD. = YARD	MAX.
		BF = EACH FACE	

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BK 7847 PG 0686

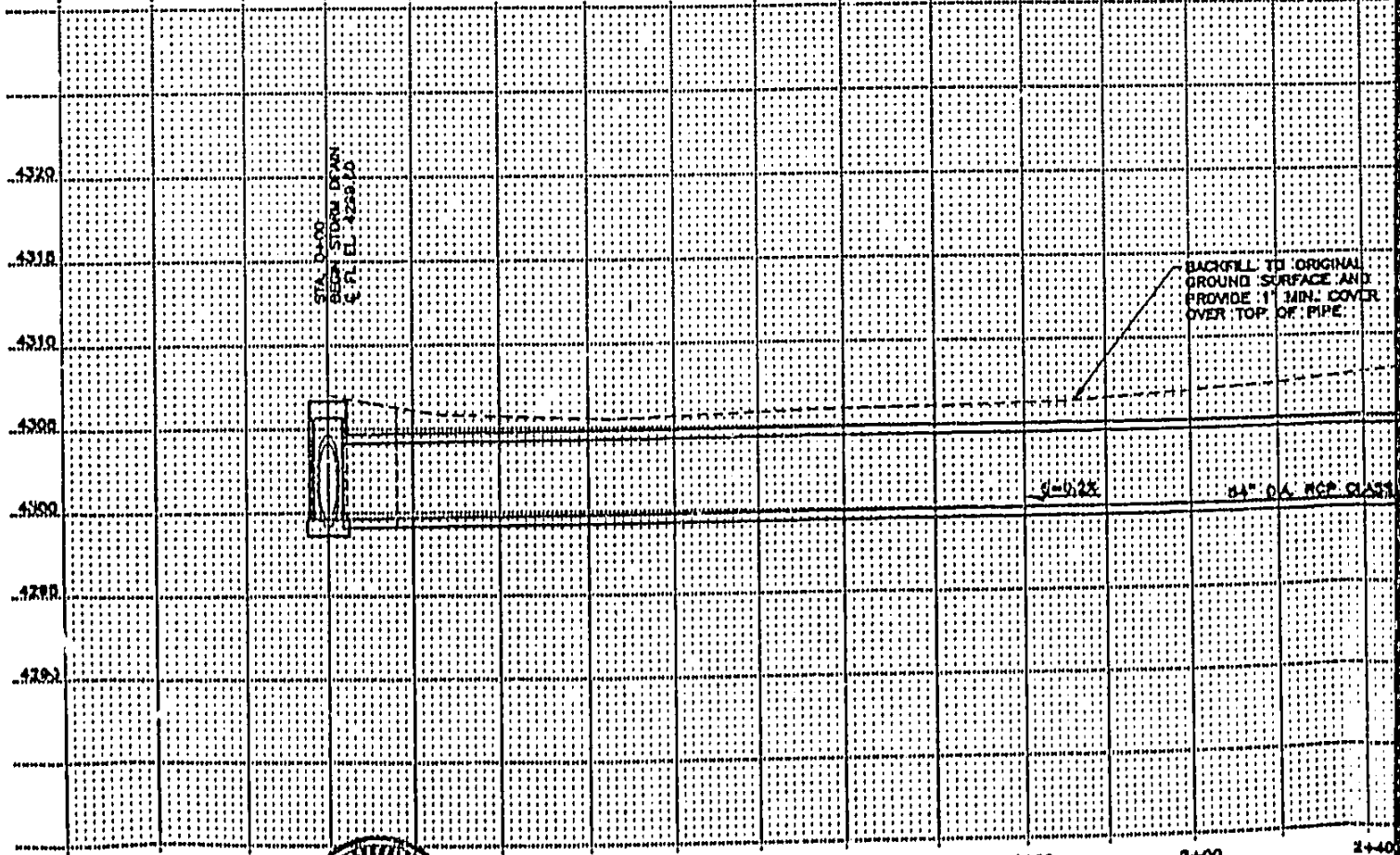
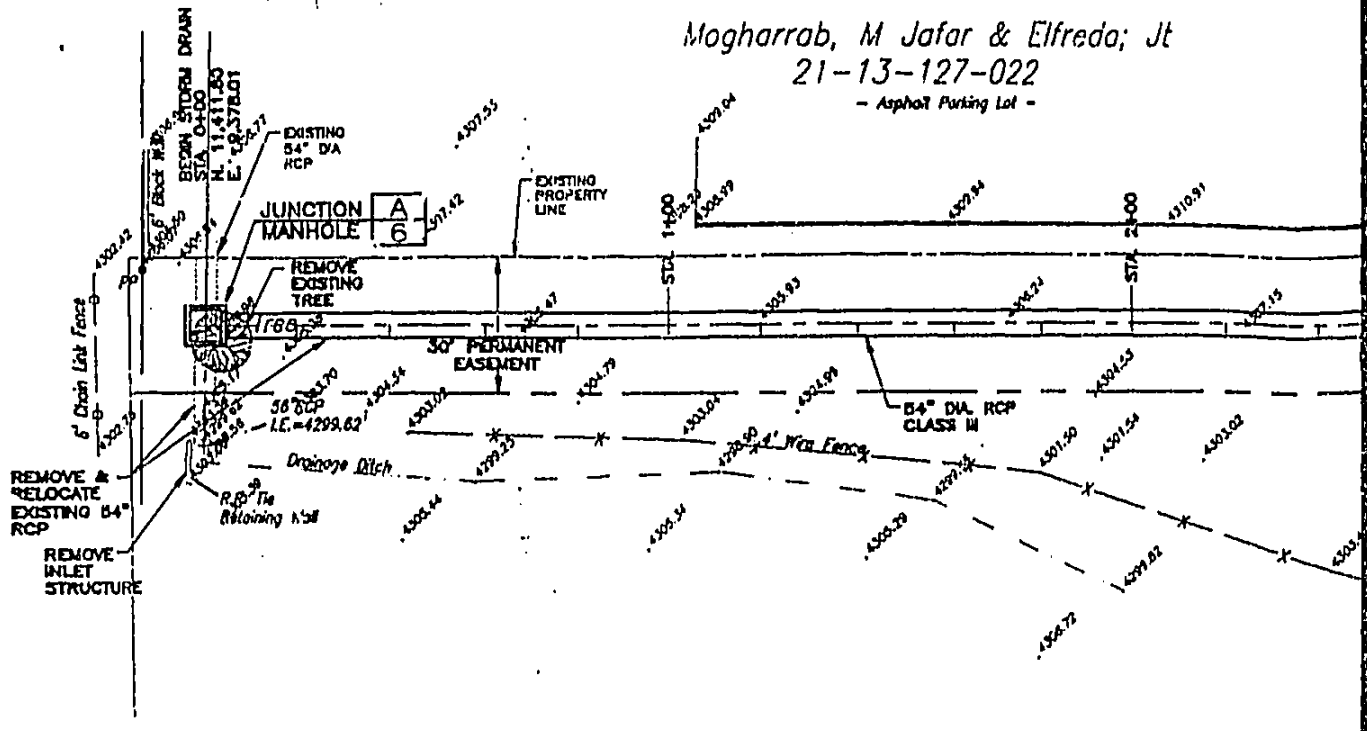


CONSULTANTS
ENGINEERS
Salt Lake City
Utah

DRAWING	3
GRAFTED	2
CHECKED	1
DATE	SEPTEMBER 1987

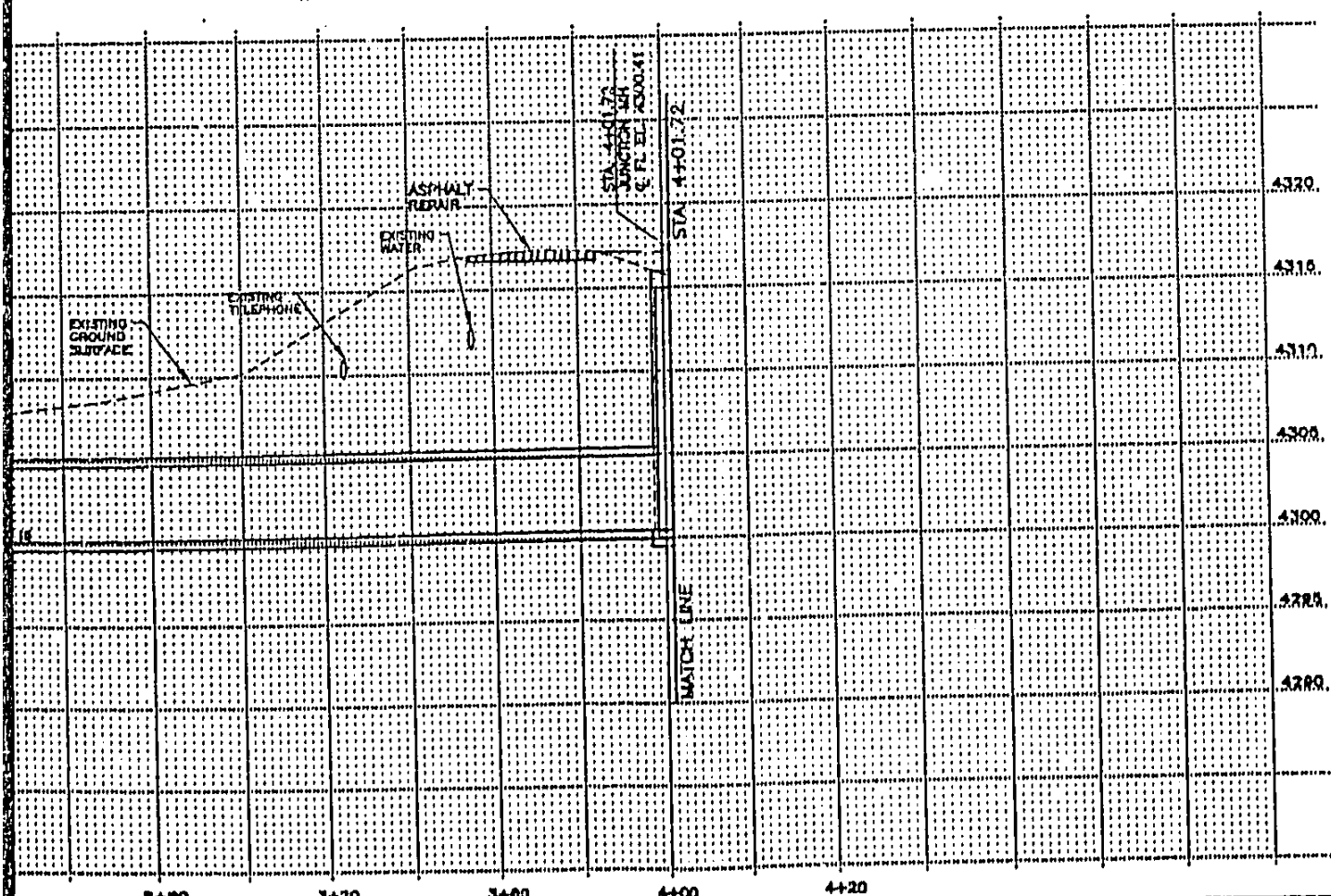
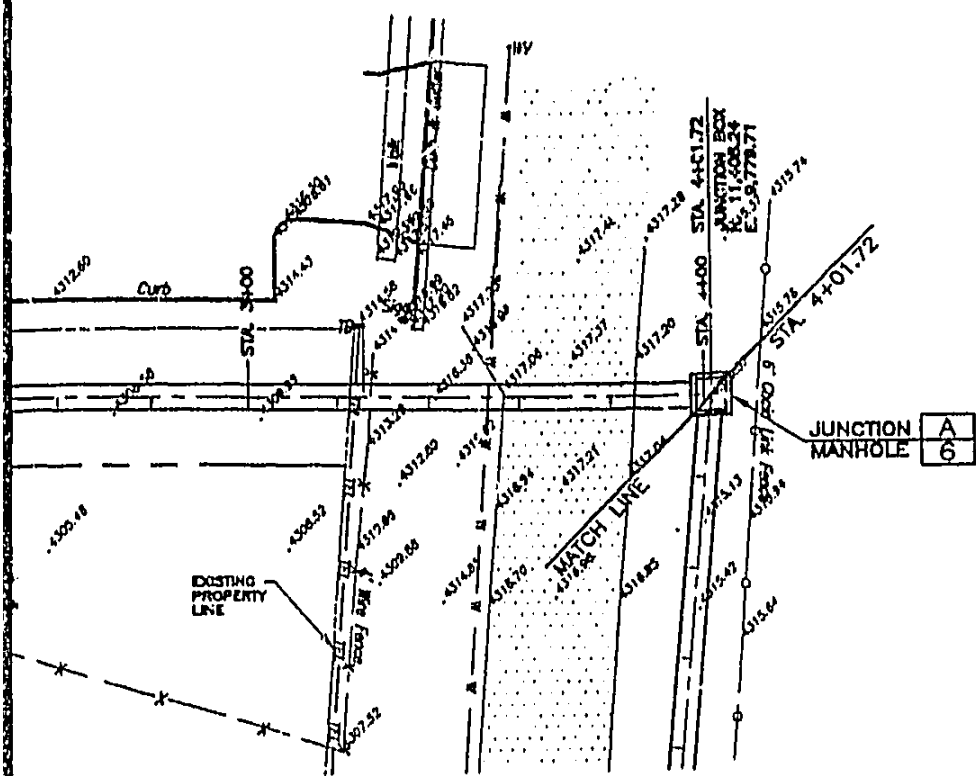
REVISIONS AS PER ADDENDUM 1

Mogharrab, M Jafar & Elfreda; Jt
 21-13-127-022
 - Asphalt Parking Lot -



HANSEN & LUCE CONSULTANTS ENGINEERS Salt Lake City Utah		DESIGNED OJP	3	REVISIONS NO. DATE
		DRAFTED DRB	2	
		CHECKED MEA	1	
		DATE SEPTEMBER 1997	NO. DATE	

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HORIZONTAL 1" = 20' VERTICAL 1" = 8' M.V.C.	GRAPHIC SCALE 0' 10' 20' 30' 40' 50' 60' 70' 80' 90' 100' SEE THE CITY OF MURRAY FOR A COMPLETE LIST OF SCALES.	MURRAY CITY THE HUB OF BALDWIN COUNTY	GREEN STREET STORM DRAIN EXTENSION PLAN & PROFILE STA. 0+00 TO 4+01.72	SHEET NO. 3
				OF 12

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