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DAVIS COUNTY RECORDER

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UTILITY EASEMENT AGREEMENT FOR A

CULINARY WATER LINE AND A STORM DRAIN LINE

*76-18-27-18*

1. Grant of Easement. Milford L. Evensen, Gary E. Evensen (collectively "Grantor") hereby convey and warrant to Centerville City, a municipal corporation, organized and existing under the laws of the State of Utah, "Grantee," its successors and assigns, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, (1) an easement and right-of-way for the construction, operation and continued maintenance, repair, alteration, inspection and replacement of a storm drain line (the "Storm Drain Easement") in, over, upon and across: (a) the north eight (8) feet, and (b) the north eighty (80) feet of the west eight (8) feet of the following described real property (the "Property") located in Davis County, Utah; and (2) an easement and right-of-way for the construction, operation, continued maintenance, repair, alteration, inspection and replacement of a culinary water line (the "Culinary Easement") in, over, upon and across the south fifteen (15) feet of said Property located in Davis County, Utah, which Property is described as follows:

*9110-200-2*

Beginning at a point which is N00°06'23"E 645.11 feet along the Monument line of Main Street and N89°36'33"E 33.00 feet from the Monument marking the centerline intersection of Pages Lane and said Main Street and running thence N89°36'33"E 147.420 feet to a point which is 321.123 feet North and

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1571.104 feet West of the East Quarter Corner of Section 18, Township 2 North, Range 1 East, Salt Lake Base and Meridian, thence N00°06'23E 178.008 feet, thence West 147.415 feet, thence S00°06'23"W 179.013 feet to the Point of Beginning. Contains 0.604 acres, more or less.

Together with all reasonable rights of ingress and egress reasonably necessary for the use of said easements.

The parties hereto understand and agree that as of the date of this Easement Agreement there is an uncertainty as to whether the storm drain line will be constructed over and across the north eighty (80) feet of the west eight (8) feet of the Property, and that the decision with respect to the same will be made by Centerville City on or about January 7, 1986. In the event the decision is made that the storm drain line will not be constructed over and across the north eighty (80) feet of the west eight (8) feet of the Property, or in the event no decision has been made with respect to the location of the storm drain line by Centerville City within thirty (30) days from the date of this Easement Agreement, the grant of easement with respect to the north eighty (80) feet of the west eight (8) feet of the Property shall immediately become null and void, and of no further force or effect, and said north eighty (80) feet of the west eight (8) feet of the Property shall thenceforth no longer be subject to or within said Storm Drain Easement.

2. Covenant to Repair/Restore. By the execution hereof, Grantee covenants and agrees that following any entry

made under the terms of this Easement by Grantee, its agents, contractors, successors or assigns, Grantee, its agents, contractors, successors or assigns, within twenty (20) days following such entry, shall:

(a) Restore the above-described Property to the condition existing prior to said entry.

(b) Replace, repair or cause to be replaced, repaired and/or restored, with materials of like kind and equal quality any and all damage to structures, improvements, curb, sidewalk, gutter, driveway, landscaping, foliage, fences, ditches, pipelines or roadways and including any appurtenances thereto, in any way damaged or destroyed in connection with the use of the easements granted pursuant to the terms of this Agreement; and

(c) Grantee expressly understands and agrees that certain of the Property described in this Agreement is already subject to an easement in favor of the South Davis County Sewer Improvement District (the "Sewer Easement"). As such Grantee covenants that any and all actions taken by Grantee, its agents, contractors, successors and assigns pursuant to the terms of the easements granted hereby shall be done in such a manner as to not interfere with or damage any facilities of South Davis County Sewer Improvement District, and its use of the Sewer Easement. Grantee shall bear all responsibility for damages and costs arising out of the interference, damage or destruction caused by Grantee, its agents,

contractors, successors and assigns to the South Davis County Sewer Improvement District facilities, or the District's use of the Sewer Easement.

3. Covenant to Indemnify. By the execution hereof, Grantee agrees that it shall indemnify Grantor of and from any and all damages, expenses, costs or other amounts incurred by Grantor in connection with a breach by Grantee of its obligations under this Agreement and including Grantor's costs and attorneys' fees incurred in enforcing the provisions of this Agreement.

4. Agreement Not to Construct. Grantor agrees not to construct any permanent structure or building within the easement areas, but may cross the same with sidewalks, curbs, gutters, roadways, driveways, fences, foliage or similar improvements.

5. Continued Access to Storm Drain Line. Grantee expressly understands that there currently exists a twelve inch (12") storm drain line and box (the "Existing Line") upon a portion of Grantor's property, to which Grantor has connected or hooked a line for the drainage of Grantor's property. By the execution hereof, Grantee expressly agrees that following the installation of the storm drain line to be constructed in the Storm Drain Easement area, Grantor shall have a continuing right to maintain a connection and hookup with respect to either the Existing Line or the new storm drain line to be constructed in the Storm Drain Easement area. It is the intent

of the parties hereto that Grantor's right of access to storm drain facilities shall not be diminished or adversely affected by the construction or installation of the new storm drain line. Further, Grantor understands and agrees that if Grantor chooses to develop his Property, or change the use of his Property in such a way which would subject it to development or subdivision rules and regulations of Grantee with respect to storm drainage, hookup, storm drainage fees, and connection fees, that Grantee shall be subject to such existing rules and regulations, hookup fees, drainage fees, and connection fees of Grantee as may be applicable.

6. Controlling Law. This Agreement shall be construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Easement the day and year first above written.

GRANTOR:

*Milford L. Evensen*  
MILFORD L. EVENSEN

*Gary E. Evensen*  
GARY E. EVENSEN

*SEA*

GRANTEE:

CENTERVILLE CITY

By Dean Arcyle  
Its MAYOR

STATE OF UTAH )  
                                  ) : ss.  
COUNTY OF DAVIS )

On the 9<sup>th</sup> day of JANUARY, 1986, personally appeared before me Milford L. Evensen, Gary E. Evensen and the signers of the above instrument, who duly acknowledged to me that they executed the same.

Suzanne B. Berger  
NOTARY PUBLIC  
Residing at: Beth Utag

My Commission Expires:  
2-28-88

STATE OF UTAH )  
                                  ) : ss.  
COUNTY OF DAVIS )

On the 9<sup>th</sup> day of JANUARY, 1986, personally appeared before me DEAN C. ARCYLE, who, being by me duly sworn, did say that he is the MAYOR of Centerville City, that said instrument was signed in behalf of said corporation by authority of its by-laws or a resolution of its board of directors, and said \_\_\_\_\_ acknowledged to me that said corporation executed the same.

Suzanne B. Berger  
NOTARY PUBLIC  
Residing at: Centerville, Utah

My Commission Expires:  
My Commission expires February 27, 1989.

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