

WHEN RECORDED RETURN TO:

UTAH TRANSIT AUTHORITY  
669 WEST 200 SOUTH  
SALT LAKE CITY, UT 84101

E 3008638 B 6724 P 217-220  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
03/17/2017 10:47 AM  
FEE \$0.00 Pgs: 4  
DEP RT REC'D FOR NATIONAL TITLE AG  
ENCY LLC

RETURNED

MAR 17 2017

*A portion of tax id no's:*

*12-066-0137 &*

*12-067-0139*

*12-882-0001 to 0008*

**WATER AND SEWER EASEMENT AGREEMENT**

This Water and Sewer Easement Agreement ("Easement") is made this 14 day of March, 2017, by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("Grantor"), and Clearfield City, a Utah municipal corporation and political subdivision of the State of Utah ("Grantee"). For good and valuable consideration, Grantor and Grantee hereby agree as follows:

Grantor hereby grants to Grantee a perpetual, non-exclusive easement with respect to the Easement Area (described below), for the purpose of (i) operating, maintaining, repairing and replacing water lines and related facilities, including any building connection lines, lateral lines, and appurtenances for the transmission of water through and across the property of Grantor, and (ii) operating, maintaining, repairing and replacing sanitary sewer lines and facilities, including any building connection lines, lateral lines, plus all necessary manholes, and appurtenances for the collection of sanitary sewage and its transmission through and across the property of Grantor. All such facilities of Grantee shall be located underground, other than manholes or other similar access-related facilities. The boundaries of the Easement Area to which this Easement applies are set forth on Exhibit "A" attached hereto and incorporated herein. Grantee, its officers, employees and agents shall have the right of reasonable ingress to and egress from the Easement Area across Grantor's property for the purposes set forth herein.

*17-2597AB*

Grantor shall have the right to use the Easement Area for any and all purposes whatsoever, provided any such use shall not limit or interfere with Grantee's exercise of its easement rights as set forth herein. Grantee acknowledges and agrees that the surface portion of the Easement Area is to be used as a roadway and related uses, including, without limitation, parking on the sides of the vehicular travel lanes, curb, gutter, sidewalk and/or landscaping.

Following any exercise by Grantee of any easement rights set forth herein, Grantee, at Grantee's sole cost, shall promptly restore the property of Grantor to substantially the same condition as existed prior to such exercise.

Grantee assumes all risks and responsibilities for accidents, injuries or deaths to persons or damage to property which may occur on Grantor's property in connection with Grantee's exercise of its rights set forth herein. Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, losses,

damages and costs (including reasonable attorney fees) resulting from or in any way related to Grantee's exercise of its rights under this Easement.

Grantee acknowledges that the Easement Area may be subject to prospective purchaser agreements and covenants not to sue that Grantor has entered with the Utah Department of Environmental Quality and the United States Environmental Protection Agency. Pursuant to such agreements, Grantor is required to characterize any excavated soil that appears to contain (or has the potential to contain) Hazardous Materials and to handle and dispose of any such soil in compliance with applicable state and federal laws. Under these agreements, Grantor is not required to excavate any soil on the Easement Area. Accordingly, any excavation contemplated hereunder exposes Grantor to potential environmental liability that would not otherwise be present. As consideration for the rights granted to Grantee hereunder, Grantee agrees to assume all potential liability and responsibility for, and to indemnify and hold Grantor harmless with respect to, any losses arising because of Grantee's failure to characterize and remove any Hazardous Materials discovered during the performance of any construction or maintenance in the manner required by the above-referenced agreements. Grantee agrees to perform any such characterization and removal in full compliance with all applicable state and federal environmental laws.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of the date set forth above.

UTAH TRANSIT AUTHORITY

By: Robert K. Biles

Name: Robert K. Biles

Title: VP Finance

By: D. Sorenson

Name:  
Title: **DERRICK SORENSEN  
MGR OF PROPERTY  
ACQUISITIONS/DISPOSITIONS**  
Date:

Approved as to form:  
Ruth Howe  
UTA Legal Counsel

CLEARFIELD CITY

By: Mark R. Shepherd

Name: Mark R. Shepherd

Title: Mayor

Attest: Manay R. Dean  
City Recorder



STATE OF UTAH )  
 )  
 ) :SS.  
COUNTY OF Salt Lake )

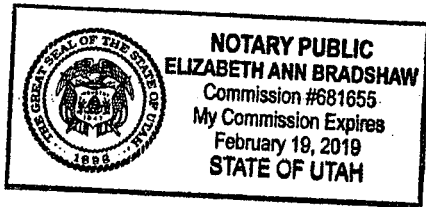
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2017, by Robert K. Biles & Derrick Sorensen the V.P. Finance & of UTAH TRANSIT AUTHORITY, a public transit district. Mgr. Property Acquisitions



Teri Black  
NOTARY PUBLIC

STATE OF UTAH )  
 )  
 ) :SS.  
COUNTY OF Davis )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, 2017, by Mark R. Shepherd & Nancy R. Danner Mayor & City Recorder of CLEARFIELD CITY, a municipal corporation.



Elizabeth A. Bradshaw  
NOTARY PUBLIC

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF EASEMENT AREA**

A PERMANENT WATER AND SEWER EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AS MARKED BY A DAVIS COUNTY SURVEY BRASS CAP (SAID EAST QUARTER CORNER BEING NORTH 00°05'19" EAST 2636.71 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SAID SECTION 12 WHICH IS WITNESSED BY TWO RECOVERED HIGHWAY BRASS CAP RIGHT-OF-WAY MONUMENTS AS SHOWN ON THE TIE SHEET FOR SAID SOUTHEAST CORNER AS FILED ON PAGE 671 OF TIE SHEETS AT THE DAVIS COUNTY SURVEYOR'S OFFICE, SAID SECTION LINE BEING THE BASIS OF BEARINGS FOR THE HEREIN DESCRIBED PROPERTY), SAID EAST QUARTER CORNER ALSO BEING SOUTH 89°54'00" EAST 2649.24 FEET FROM THE CENTER OF SAID SECTION 12 AS SHOWN ON RECORD OF SURVEY (ROS) MAP NO. 5703 PREPARED BY MOUNTAIN WEST SURVEYING & MAPPING, INC. AND FILED IN THE DAVIS COUNTY SURVEYOR'S OFFICE; THENCE NORTH 89°54'00" WEST 812.86 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 12 AND SOUTH 540.48 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF THE PROPOSED GRAND DRIVE (A PRIVATE DRIVE) BEING A POINT ON THE EAST RIGHT OF WAY OF THE PROPOSED BOX CAR DRIVE (A PUBLIC ROAD) AND THE TRUE POINT OF BEGINNING AND RUNNING THENCE SOUTH 00°06'58" WEST 67.00 FEET ALONG SAID BOX CAR DRIVE RIGHT OF WAY; THENCE SOUTH 89°53'02" EAST 403.39 FEET; THENCE SOUTH 00°06'58" WEST 99.00 FEET; THENCE NORTH 89°53'02" WEST 7.00 FEET; THENCE SOUTH 0°06'58" WEST 198.71 FEET TO A POINT BEING ON THE NORTH RIGHT OF WAY OF THE PROPOSED EXPRESS DRIVE (A PUBLIC ROAD); THENCE SOUTH 89°53'02" EAST 63.00 FEET ALONG SAID EXPRESS DRIVE RIGHT OF WAY; THENCE NORTH 0°06'58" EAST 211.02 FEET; THENCE SOUTH 89°54'56" EAST 2.00 FEET; THENCE NORTH 0°06'58" EAST 82.69 FEET; THENCE NORTHWESTERLY 111.53 FEET ALONG A 71.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00" AND A LONG CHORD OF NORTH 44°53'02" WEST 100.41 FEET; THENCE NORTH 89°53'02" WEST 390.39 FEET TO THE POINT OF BEGINNING.

ENCOMPASSING 48,068 SQUARE FEET OR 1.10 ACRES