

E 3008639 B 6724 P 221-224
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/17/2017 10:48 AM
FEE \$0.00 Pgs: 4
DEP RT REC'D FOR NATIONAL TITLE AG
ENCY LLC

WHEN RECORDED RETURN TO:

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

RETURNED
MAR 17 2017

A Portion of tax id Nos:

12-066-01374
12-067-0139

12-882-000140 0008

SANITARY SEWER EASEMENT AGREEMENT

This Sanitary 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 (i) a perpetual, non-exclusive easement with respect to the Easement Area (described below), for the purpose of operating, maintaining, repairing and replacing sanitary sewer lines and facilities, including any building connection lines, lateral lines, pump stations, plus all necessary manholes, and appurtenances for the collection of sanitary sewage and its transmission through and across the property of Grantor, and (ii) a temporary easement to construct, install, maintain and repair such improvements over and upon the Easement Area as Grantee deems reasonably necessary in connection with its use of the easement rights granted herein. The boundaries of the Easement Area to which this Easement applies are set forth on Exhibit "A" attached hereto and incorporated herein. Subject to the requirements described 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 purpose of constructing such improvements. Such reasonable ingress and egress shall include the temporary right to use an additional perimeter area extending ten (10) feet beyond the boundaries of the Easement Area, for purposes of constructing such improvements, which right shall automatically terminate upon completion of construction of such improvements, or twenty (20) months from the date hereof, whichever is earlier. Any damage caused to the additional perimeter area during construction shall be repaired, and the property shall be restored to its pre-construction condition in a timely manner, at Grantee's sole cost and expense.

Grantor shall have the right to use the Easement Areas 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.

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

Approved as to form:
Rick Lane
UTA Legal Counsel

CLEARFIELD CITY

By: *Mark R. Shepherd*

Name: Mark R. Shepherd

Title: Mayor

Attest: *Nancy R. Dean*
City Recorder



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

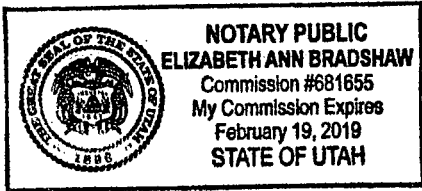
The foregoing instrument was acknowledged before me this 13th day of March, 2017, by Robert K Biles & Derrick Sorensen, the V.P. Finance & Mgr. Property Acquisitions of UTAH TRANSIT AUTHORITY, a public transit district.



Teri Black
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 10th day of March, 2017, by Mark R. Shephard & Nancy R. Dan, the Mayor & City Recorder of CLEARFIELD CITY, a municipal corporation.



Elizabeth A. Bradshaw
NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA

A PERMANENT 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 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 54.70 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 12 AND SOUTH 1094.99 FEET TO A POINT ON THE PROPOSED EXPRESS DRIVE SOUTH RIGHT-OF-WAY LINE AND THE TRUE POINT OF BEGINNING; AND RUNNING THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 36°55'38" EAST 33.23 FEET TO THE WEST RIGHT-OF-WAY LINE OF 1000 EAST STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF 1000 EAST STREET SOUTH 00°05'16" WEST 197.07 FEET TO A POINT ON THE SOUTH LINE OF GRANTOR'S PROPERTY THENCE NORTH 89°45'22" WEST 20.08 FEET ALONG GRANTOR'S SAID SOUTH PROPERTY LINE; THENCE NORTH 00°06'28" EAST 223.56 FEET TO THE POINT OF BEGINNING.

ENCOMPASSING 4,216 SQUARE FEET OR 0.01 ACRE.