

FEE EXEMPT  
UTAH CODE ANNOTATED § 11-13-102

**WHEN RECORDED MAIL TO:**  
City of Francis  
2317 South Spring Hollow Road  
Francis, Utah 84036

**ENTRY NO. 01132832**

05/27/2020 04:18:33 PM B: 2572 P: 1808  
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RHONDA FRANCIS SUMMIT COUNTY RECORDER  
FEE: 0.00 BY CITY OF FRANCIS



**PERPETUAL EASEMENT AND CONSTRUCTION AND  
MAINTANANCE EASEMENT**

**RECITALS**

**WHEREAS**, the City of Francis Annexed certain parcels of land into the City; and

**WHEREAS**, the parties agreed in a certain Annexation Agreement, that the property owners would dedicate property for the construction of a culinary water well and storage tank; and

**WHEREAS**, the parties agreed to provide access over their property in order to construct and maintain the culinary water well and storage tank; and

**WHEREAS**, the City of Francis is ready to proceed with drilling the well; and

**WHEREAS**, the developer is not ready to dedicate and record the subdivision plats; and

NOW THEREFORE, the undersigned, **STEWART FIELDS, LLC**, a Utah limited liability company, "Grantor", hereby **GRANTS** to the **CITY OF FRANCIS**, a political subdivision of the State of Utah, "Grantee", for the sum of **TEN & NO/100 DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION:**

An exclusive easement for a 100-foot radius with a center point at:

Beginning South 130 feet and West 1,503.44 feet from East ¼ Corner of Section 34, Township 2 South, Range 6 East, Salt Lake Base and Meridian.

Together with a reasonable access easement for ingress and egress over FT-2123:

A 40° well access easement, being 20 feet either side of below described centerline.

Beginning at a point that is S 89°37'20" W 1490.39 feet and South 227.83 feet from the East ¼ Corner of Section 34, Township 2 South, Range 6 East, Salt Lake Base and Meridian, and running thence along the centerline of an existing dirt road the follow 4 calls; 1) thence S 15°21'47" E 157.76 feet, 2) thence S 33°59'28" E 195.51 feet, 3) thence S 11°11'20" E 28.86 feet, 4) thence S 17°49'12" W 13.88' more or less to the Highway 35 right of way.

To have hold the same unto the Grantee, its successors and assigns, with the right to construct, operate, maintain, and continue the existence of said well, in good, safe, clean, lien

free, condition and repair, and access road as constructed by Grantee. This easement shall run with the Real Property and shall be binding upon both Grantee and the Grantor(s), successors, heirs and assigns, and includes and conveys all rights of grantor to maintain said well and access road.

Grantee agrees to maintain in force policies of customary general commercial liability insurance, naming Grantor as additional insured, during any entry upon the easement area by Grantee and its agents and contractors. The insurance required pursuant to this Section shall, at a minimum, include the following: commercial general liability insurance covering claims for bodily injury (including death) and property damage that may arise or result from acts or omissions of Grantee or any of Grantee's representatives, agents and/or contractors in connection with the use of the easements contained in this Agreement. The liability policy shall provide coverage in an amount not less than one million dollars (\$1,000,000.00) per occurrence.

Grantor makes no warranties or representations concerning the Real Property, the easement granted herein, or its suitability for the intended use, the cost of maintenance of such easement or otherwise.

Grantee agrees to indemnify, protect, defend, hold and save Grantor harmless, from any and all damages arising from Grantee's (or its agents', employees', contractors', or other invitees') use of the rights, easements, and rights-of-way herein granted and agrees to promptly repair and/or restore (to substantially the same condition as existing prior to such damage), any and all damage to Grantor's other real property and any improvements thereon which may be occasioned by or arise through Grantee's use of any of the rights herein granted including any ingress or egress upon the Real Property, any construction, repair, installation, maintenance, upgrade, or replacement of the well or other improvements installed by, or at the request of, Grantee within the easement area established hereby.

WITNESS, the hand of the Grantor this 27 day of May, 2020.

Grantor

By: Rex L. Campbell

Title: Manager

