

PR

WHEN RECORDED, MAIL TO:  
Washington City Recorder  
WASHINGTON CITY OFFICES  
111 North 100 East  
Washington City, UT 84780

DOC # 20070043303

Agreement Page 1 of 6  
Russell Shirts Washington County Recorder  
08/28/2007 12:52:10 PM Fee \$ 0.00  
By WASHINGTON CITY



**IMPROVEMENT AGREEMENT**  
**(Boundary Wall)**

25 THIS IMPROVEMENT AGREEMENT ("Agreement") is made and entered into effective this day of APRIL, 2007, by and between **Benjamin Vazquez and Rosa M Estrada** ("Grantor"), and **Washington City**, a Utah municipal corporation, ("Washington").

WHEREAS, Grantor owns certain real property located in Washington City, Washington County, Utah; and

WHEREAS, Washington owns certain real property adjacent to Grantor; and

WHEREAS, Washington is constructing a municipal recreational center on its property adjacent to Grantor; and

WHEREAS, Washington desires to construct a block wall (the "Improvements") on the boundary line between its property and Grantor's property as part of the municipal recreational center improvements;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree for themselves and their heirs, successors and assigns as follows:

1. Easement to Washington. Subject to the provisions of this Agreement, Grantor does hereby grant, convey, transfer and assign to Washington and warrants to Washington against claims by others, a non-exclusive perpetual easement for the purpose of installing, repairing, replacing, removing, protecting, and maintaining the Improvements. The area occupied by the Improvements, located on the boundary line between Grantor's property and Washington's property shall be referred to herein as the "Easement Property."

2. Duration. This easement granted herein and each covenant and restriction set forth in this Agreement shall be perpetual.

3. Removal of Existing Structures. Grantor does hereby agree to allow Washington to remove any existing wall, fence, or other structure located on or near the boundary line between Grantor's property and Washington's property in order to install, repair, replace, remove, protect, and maintain the Improvements.

4. Construction. Washington does hereby agree to construct the Improvements in a workmanlike manner, according to generally accepted and proper construction standards, and in accordance with all applicable laws, ordinances, and regulations.

5. Restoration. Washington shall make reasonable efforts to restore all real estate surface damage resulting from the installation of the Improvements.

6. Maintenance. After completion of installation of the Improvements, Washington shall be responsible for maintaining the Improvements. To facilitate such maintenance, and to ensure continual structural integrity and visual continuity, Grantor agrees not to do anything that will adversely affect the structural integrity of the Improvements, including, but not limited to, the removal or alteration of any structural or visual aspect of the Improvements without prior approval from Washington and in compliance with the current municipal code and regulations. Likewise, Washington agrees not to do anything that will adversely affect the structural integrity of the Improvements, including, but not limited to, the removal or alteration of any structural or visual aspect of the Improvements.

7. Indemnification. Washington agrees to defend, indemnify and hold Grantor harmless from and against all liability, loss or costs incurred, including, without limitation, reasonable attorney's fees arising out of, related to, or caused by Washington's acts or omissions to act, use of, or occupancy of the Easement Property during the installation of the Improvements including, but not limited to, any mechanic's liens or other third party claims associated with the installation of the Improvements.

8. Liability Waiver. Grantor agrees to waive any and all liability of Washington, without limitation, for any and all losses or costs incurred that are related to, arising out of, or caused by Washington's acts or omissions to act, use of, or occupancy of the Easement Property, including, but not limited to, the installation, repair, replacement, removal, protection, and maintenance of the Improvements.

8. Covenants Run With Land. Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of the Grantor property or the Easement Property to the extent that such portion is affected or bound by the easement, covenant or restriction in question, or to the extent that such easement, covenant or restriction is to be performed on such portion; and (c) shall benefit and be binding upon any person whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

9. Limit on Benefit. The grant of the Easement to Washington is limited in use for the benefit solely of Washington and cannot be used by, or transferred for the benefit of, any other property. Nothing contained in the Easement Agreement shall be deemed a gift or dedication of any portion of the Easement Property to the general public, other than for the intended use of any applicable portion of the Easement Property which is reasonably expected to be used by the general public.

10. Miscellaneous.

a. Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred on appeal and in bankruptcy proceedings.

b. It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

c. This agreement shall be governed by and construed in accordance with the laws of the State of Utah.

d. The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

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

WASHINGTON CITY,  
A Utah municipal corporation,

GRANTORS:

By: [Signature]  
Terrill Clove, Mayor

Attest:  
[Signature]  
Danice B. Bulloch, Washington City Recorder



Rosa Estrada

Benjamin Vazquez

STATE OF UTAH )  
                                      ) ss.  
COUNTY OF WASHINGTON )

On the 23 day of April, 2007, personally appeared before me TERRILL CLOVE and DANICE B. BULLOCH, who being by me duly sworn did say that they are the mayor and recorder, respectively, of Washington City and did duly acknowledge to me the foregoing instrument was entered into on behalf of Washington City for the purposes stated therein.

Seal:

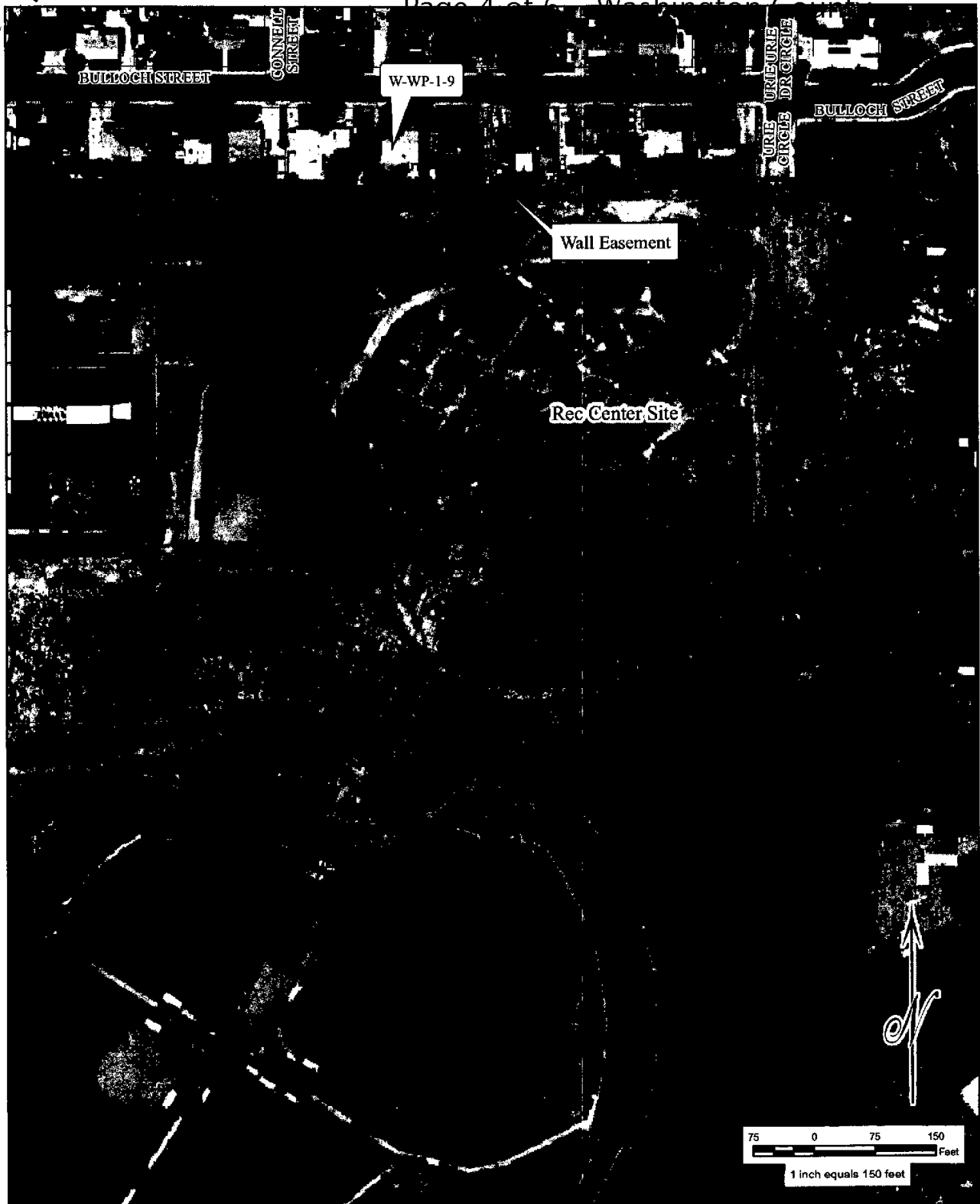
[Signature]  
Notary Public

STATE OF UTAH )  
                                      ) ss.  
COUNTY OF WASHINGTON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, personally appeared before me Benjamin Vazquez & Rosa Maria Estrada personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Seal:

[Signature]  
Notary Public



**WASHINGTON CITY**  
 111 North 100 East  
 Washington City, UT 84780  
 (435)656-6300

**WASHINGTON CITY REC CENTER**  
**Wall Easement Map - Parcel W-WP-1-9**

Map Created:  
 April 9, 2007



1 Total Hits 1 Pages

Account#

Summary

Parcel #: **W-WP-1-9**  
Situs: **428 BULLOCH ST**  
0127095 **WASHINGTON**  
Acres: **0.17**  
Version: 07/27/2006 04:56:17-334 PM to: MAX

Owner: **VAZQUEZ BENJAMIN, ESTRADA ROSA M**  
Legal: **Subdivision: WASHINGTON PARK 1 (W) Lot: 9,**

1

ParcelNumID = w-wp-1-9

313-0535  
OWNER

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1/31

Washington County, UT  
87 North 200 East  
Saint George, UT 84770

would use access to school

HAS NO PROBLEM WITH US BUILDING A FENCE