

WHEN RECORDED, RETURN TO:  
FCS, LLC  
ALSO MAIL TO:  
Farmington City  
Attn: City Manager  
160 South Main Street  
P.O. Box 160  
Farmington, UT 84025

E 3323558 B 7651 P 3770-3775  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
12/07/2020 03:50 PM  
FEE \$0.00 Pgs: 6  
DEP RT REC'D FOR FARMINGTON CITY C  
ORP

RETURNED  
DEC 07 2020

Parcel No.  
08-060-0049

**NON-EXCLUSIVE PIPELINE EASEMENT AGREEMENT**

This Storm Drainage Easement Agreement ("Easement") is made this 7<sup>TH</sup> day of October, 2020, by and between Farmington City, a municipal corporation of the State of Utah, (the "City") and FCS, LLC, a Utah limited liability company, ("FCS").

**RECITALS**

A. The City is preparing to construct major streets within the vicinity of property owned by FCS and desires to construct storm drainage improvements which are likely to be located in the future street and will serve to benefit property owned by FCS and others.

B. FCS is willing to grant to the City an Easement for storm drainage purposes subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The above Recitals are hereby incorporated into this Agreement.

2. Grant of Easement. FCS hereby conveys to the City a non-exclusive, perpetual Easement for the purpose of constructing, operating, maintaining repairing, inspecting and replacing a storm drainage line, more particularly described as follows and as more particularly shown on Exhibit A, attached hereto and by this reference made a part hereof:

[insert legal description]

3. Right of Access. The City shall have the right of ingress and egress to and from the granted Easement, over and across FCS's land at such locations as FCS shall, from time to time, designate, provided that such access does not interfere with FCS's use of the land.

4. FCS's Use. FCS expressly reserves the right to use the Easement for its own business purposes including the right to cross and re-cross the Easement with equipment, personnel, overhead or underground utility lines and access roads at any location or locations, and to grant to convey additional uses of the Easement to others for any purpose not inconsistent

with the rights granted hereunder. However, in no event will FCS build any structures, including buildings, or fences, on the Easement nor shall FCS plant any trees on the Easement.

5. Construction of Improvements. The City agrees that at or before the time it commences construction of the storm drainage improvements, that it will procure or cause its contractors to procure sufficient insurance with commercial reasonable limits protecting FCS against any claims, costs, damages, liabilities, or damages arising from the City's installation of the storm drainage improvements contemplated herein.

6. Storm Water Discharge for FCS. The parties acknowledge that by prior agreement with FCS's predecessor in interest, the City agreed to permit a portion of the FCS property to discharge directly into the storm drainage line placed within the Easement area. The City hereby acknowledges that that agreement runs with the land acquired by FCS and that FCS shall be permitted to discharge directly from its property into the storm drainage line to be constructed by the City for that property specifically shown on Exhibit B, attached hereto and incorporated herein by reference.

7. Taxes and Assessments. Grantor shall pay all taxes and assessments of any kind which shall be levied against the Easement by reason of Grantors continued ownership, use or occupancy thereof, except those being contested in good faith, and shall keep the Easement free from any liens attached thereto.

8. Attorney's Fees. If any suit or action arising out of or related to this Easement is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action. or purposes of interpretation of this section, the term parties shall be limited to the City, FCS, and the successors and assigns of each.

9. Successors and Assigns. All rights and obligations contained in this Easement or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of the respective heirs, successors, assigns, of the Parties.

10. Applicable Law. This Easement shall be governed by and construed in accordance with the laws of the State of Utah.



IN WITNESS WHEREOF, this Easement shall be dated and effective upon the date of the last signature below:

**"FCS"**  
FCS, LLC

By: *Chris M. Candless*

Its: Manager

Dated: October 7, 2020

**"CITY"**  
Farmington City, a municipal corporation of the State of Utah

By: *Thomas J. Jones*

Its: Mayor

Dated: 10/16/20



**ACKNOWLEDGMENT**

:ss.  
COUNTY OF SALT LAKE )

On the 7<sup>th</sup> day of October, 2020, personally appeared before me Chris McCandless, who being by me duly sworn did say that s/he is a manager of FCS, LLC, and that the foregoing instrument was signed in behalf of said limited liability company by virtue of the authority granted to such manager under the operating agreement of said limited liability company, and s/he acknowledged to me that said limited liability company executed the same.

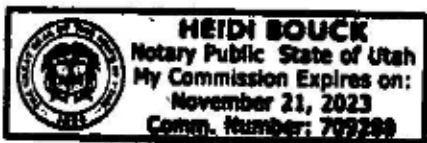
*Kendra Wilde*  
Notary Public



**ACKNOWLEDGMENT**

STATE OF UTAH            )  
  ) ss.  
COUNTY OF Davis        )

On this 16<sup>th</sup> day of October 2020, personally appeared before me Mayor Jim Talbot , who being by me duly sworn, did say that he is the signer of the within instrument on behalf of Farmington City, and that the within and foregoing Pipeline Agreement was signed on behalf of the City by actual authority.



  
\_\_\_\_\_  
Notary Public

Residing at Davis County



**EXHIBIT "A"**

Non-exclusive, Perpetual Easement

**FSC LLC 20 foot wide storm drain easement.**

A parcel of land located in Southeast 1/4 of Section 14, T.3N., R.1W., S.L.B.&M. more particularly described as follows:

Beginning at a point that bears N.89°45'48"E. 646.69 feet along the Section line and N.00°00'00"W. 708.27 feet from the South 1/4 Section Corner of said Section 14; and running thence N.00°22'05"E. 717.53 feet; thence S.89°40'50"E. 16.00 feet; thence 14.36 feet along the arc of a 25.00 foot radius curve to the right, through a central angle of 32°54'30" (the chord of which bears N.16°46'25"E. 14.16 feet); thence S.00°22'05"W. 730.89 feet; thence S.89°40'15"W. 20.00 feet to the point of beginning.

Containing 14,385 square feet more or less.

Basis of Bearing S.89°45'48"W. 2641.90 feet from the South 1/4 Section Corner of Section 14, T.3N., R.1W., S.L.B.&M. to the Southeast Section Corner of said Section 14.





# EXHIBIT "B"

## Storm Drainage Line

