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Book - 9269 Pg - 3175-3180
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
TAYLORSVILLE CITY
2600 TAYLORSVILLE BLVD
TAYLORSVILLE UT 84118-2208
BY: KLD, DEPUTY - WI 6 P.

When Recorded, Return To:
Virginia Loader, City Recorder
City of Taylorsville
2600 West Taylorsville Blvd.
Taylorsville, UT 84118

EASEMENT AND REIMBURSEMENT AGREEMENT

This Easement and Reimbursement Agreement (this "Easement") is entered into this 10th day of March 2006, by and among **Taylorsville City**, a Utah municipality ("City"), **Kehl Commercial LLC**, a Utah limited liability company ("Kehl"), as Contractor, and **Devmer LLC**, a Utah limited liability company ("Devmer"), as Owner.

RECITALS

- A. Devmer owns certain property ("**Devmer Property**") that is located at or near 3564 West 6200 South, Taylorsville, Utah.
- B. Devmer and Kehl want to make various improvements ("**Improvements**") to the Devmer Property.
- C. City desires to install a 24-inch storm drain line and related facilities ("**Storm Drain**") on a portion of the Devmer Property.
- D. In order to better control the timing of construction of the Storm Drain the parties desire that Kehl, in conjunction with the construction of the Improvements cause the Storm Drain to be constructed and the parties desire to provide reimbursement to Kehl and/or Devmer for the costs to construct the Storm Drain.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

- 1. **Grant of Easement.** Devmer hereby irrevocably grants to the City a perpetual, nonexclusive easement ("**Easement**") as more particularly described on exhibit "A" annexed hereto for the purpose of installing, constructing, maintaining, operating, cleaning, inspecting, altering, removing, replacing, and protecting the Storm Drain.
- 2. **Access.** City and its agents, employees, and contractors shall have the right to enter upon the Devmer Property for the purposes permitted by this Easement. City shall enter upon the Devmer Property at its sole risk and hazard. City and its successor and assigns hereby



release Devmer from any claim relating to the condition of the Devmer Property and the entry upon the Devmer Property by City, its agents, employees, servants, contractors, and other such parties.

3. **No Interference.** No fence, wall, barricade, or other obstacle, excluding landscaping, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the Easement by the City shall be constructed or erected on the Devmer Property, nor shall Devmer and its successor and assigns in any other manner obstruct or interfere with the free and unimpeded use of the Easement.

4. **Conditions of Easement.** City accepts the Easement and all aspects thereof in "as is," "where is" condition, without warranties, express or implied, "with all faults," including, but not limited to, existing easements, recorded or unrecorded, both latent and patent defects, and the existence of hazardous materials, if any.

5. **Reservation by Devmer.** Devmer hereby reserves the right to use the Devmer Property for any use not inconsistent with the City's permitted use of the Easement.

6. **Construction/Maintenance/Repair and Restoration.**

a. **Construction.** Kehl shall include the Storm Drain in its contract ("**Contract**") with its subcontractor who will be installing the Improvements. A copy of that Contract will be provided to the City and shall set forth separately those elements that pertain to the Storm Drain along with the cost thereof. Notwithstanding any thing to the contrary herein such costs will not exceed the total costs of \$35,000 without the written consent of the City. Kehl shall cause such subcontractor to meet in a preconstruction meeting with the City so that the City may discuss the project with the subcontractor. At this meeting, the City and Kehl will instruct the subcontractor to communicate with the City when he commences construction of the Storm Drain so that City inspectors can inspect and supervise the construction of the Storm Drain. The construction shall be accomplished in accordance with the Engineering Drawings prepared by Caldwell-Richards-Sorensen (the "**Plans**"), copies of which are in the possession of City and Kehl.

b. **Inspection.** City shall be responsible for inspection of the work of the subcontractor to insure compliance with the Plans. Should a dispute arise between the City and the subcontractor as to the Plans, the opinion of the City Engineer shall be the final word.

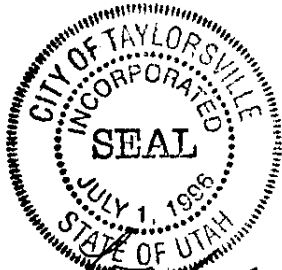
c. **Maintenance.** City, at its sole cost and expense, shall maintain and repair the Storm Drain and any related improvements hereinafter installed by City. City shall promptly repair any damage to the Devmer Property and Improvements caused by City, its agents, servants, employees, contractors, or anyone performing work by, through, for, or under City ("**City's Agents**"), and shall restore the Devmer Property and Improvements thereon to a reasonably good condition. City's maintenance of the Storm Drain shall be on a similar schedule as maintenance of its other storm drains.

7. **Reimbursement.** Within thirty (30) days after substantial completion of construction of the Storm Drain and acceptance by the City the City will reimburse Kehl the amount the cost to construct Storm Drain (as described above).

8. **Run with the Land/Successors.** Subject to the terms and conditions of this Agreement, the Easement granted herein shall run with the land, and the terms and conditions of this Easement shall inure to the benefit of and be binding upon the parties, their successors, and assigns.

9. **Attorney Fees and Costs.** Should either party hereto be required to bring legal action in order to enforce or prevent violation of this Agreement, the successful party shall be entitled to its reasonable attorney fees and costs incurred in such action.

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



ATTEST:

Virginia Loader
Virginia Loader, City Recorder

CITY:

CITY OF TAYLORSVILLE

Russ Wall
Russ Wall, Mayor

STATE OF UTAH)

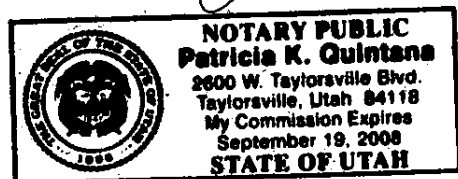
:SS

COUNTY OF SALT LAKE)

On this _____ day of March, 2006, before me, a Notary Public, personally appeared Russ Wall signer of the foregoing document, and acknowledged to me that he executed the same as Mayor of the City of Taylorsville.

My commission expires: 09-19-2008

Patricia K. Quintana
Notary Public
Residing at: *Salt Lake County*
State of Utah



CONTRACTOR:

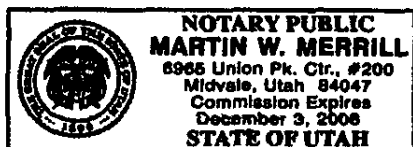
KEHL COMMERCIAL LLC

By: [Signature]
Printed Name: DALE A. KEHL
Title: MANAGER

STATE OF UTAH)
) :SS
COUNTY OF SALT LAKE)

On this 10th day of March, 2006, before me, a Notary Public, personally appeared DALE A. KEHL, signer of the foregoing document, and acknowledged to me that he executed the same as Manager of Kehl Commercial LLC.

My commission expires: 12/03/2006



[Signature]
Notary Public
Residing at: MIDVALE, UTAH

OWNER:

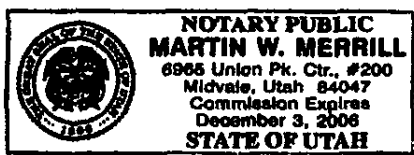
DEVMER LLC

By: [Signature]
Printed Name: MERVYN B. ARNOLD
Title: Manager

STATE OF UTAH)
) :SS
COUNTY OF SALT LAKE)

On this 10th day of March, 2006, before me, a Notary Public, personally appeared MERVYN B. ARNOLD, signer of the foregoing document, and acknowledged to me that he executed the same as Manager of Devmer LLC.

My commission expires: 12/03/2006



[Signature]
Notary Public
Residing at: MIDVALE, UTAH

JNB/T/1235

EXHIBIT "A"

STORM DRAIN EASEMENT DESCRIPTION:

BEGINNING AT A POINT WHICH IS ON THE WEST BOUNDARY LINE OF THE SUBJECT PROPERTY AND IS 151.97 FEET SOUTH 89°55'39" EAST AND 150.02 FEET NORTH 00°19'00" EAST FROM THE SOUTH QUARTER CORNER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°19'00" EAST 21.48 FEET ALONG THE PROPERTY LINE; THENCE NORTH 68°56'16" EAST 92.29 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE STONEWOOD SUBDIVISION, RECORDED MAY 25, 1983 IN BOOK 83-5 PAGE 63 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THE ALONG SAID BOUNDARY LINE NORTH 74°46'00" EAST 184.15 FEET; THENCE NORTH 85°42'00" EAST 136.78 FEET; THENCE LEAVING SAID SOUTH PROPERTY LINE OF SAID STONEWOOD SUBDIVISION SOUTH 70°51'30" EAST 41.71 FEET TO THE EAST BOUNDARY LINE OF SUBJECT PROPERTY; THENCE ALONG SAID BOUNDARY LINE SOUTH 00°04'21" WEST 21.16 FEET; THENCE LEAVING SAID BOUNDARY LINE NORTH 70°51'30" WEST 49.18 FEET; THENCE SOUTH 84°27'36" WEST 142.36 FEET; THENCE SOUTH 74°46'00" WEST 147.42 FEET; THENCE SOUTH 68°56'16" WEST 117.13 TO THE POINT OF BEGIN ON THE BOUNDARY OF SUBJECT PROPERTY.

CONTAINING 8742.81 SQ. FT. (0.20 ACRES)

VTDI 21-17-454-025-0000 DIST 61 TOTAL ACRES 0.90
DEVMER DEVELOPMENT LC TAX CLASS UPDATE N REAL ESTATE 166800
LEGAL N BUILDINGS 0
PRINT P TOTAL VALUE 166800

3045 HOLDERHILL LN
TAYLORSVILLE UT 84118 EDIT 0 FACTOR BYPASS
LOC: 3564 W 6200 S EDIT 1 BOOK 8930 PAGE 0001 DATE 01/24/2005
SUB: TYPE UNKN PLAT

03/21/2006 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
BEG N 0-04'19" E 40 FT & S 89-55'39" E 150 FT & N 60.09 FT
FR S 1/4 COR SEC 17, T 2S, R 1W, SLM; N 0-19' E 82.84 FT; N
74-46' E 273.35 FT; N 85-42' E 176.32 FT; S 0-04'21" W 1.37
FT M OR L; S 85-42' W 99.29 FT; S 0-04'21" W 179.5 FT M OR
L; N 89-55'39" W 1 FT; N 0-04'21" E 179 FT M OR L TO S LINE
OF CANAL; SW'LY ALG CANAL 150 FT M OR L; S 0-04'21" W 154.93
FT; N 82-19'49" W 83.24 FT; N 89-55'39" W 75.46 FT; N 44-55'
39" W 45.38 FT TO BEG LESS CANAL. 0.90 AC M OR L. 5793-2885
6181-0797 6484-1079 6502-0606 8091-1988 8141-3177

PFKEYS: 1=VTNH 2=VTOP 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

1/11
3/21/06