

2/12/16

UTILITY IMPROVEMENT PROJECT AGREEMENT

THIS AGREEMENT made and entered into on the 12 day of ^{February} ~~November~~, ²⁰¹⁶ ~~2015~~, and becoming effective upon the same date, by and between Roosevelt City, a Municipal Corporation of the State of Utah located in Duchesne County, (hereinafter referred to as "City"), and Bill Davies, owner of record, (hereinafter referred to as "Owner").

WHEREAS, Bill Davies is the owner of record for property known as Parcel No. 00-0002-1505 and Serial No. R-0663-0005; and

WHEREAS, Roosevelt City is conducting a utility improvement project which will result in the alteration of the subject property; and

WHEREAS, both parties find it mutually advantageous to improve local utilities; and

WHEREAS, the parties hereto recognize a need to formalize the conditions of their agreement in writing; and

WHEREAS, the health, safety and welfare of the residents of and visitors to Roosevelt City, and the surrounding area, are best served by the utility improvements; and

WHEREAS, Roosevelt City and the Owner desire to join in the execution of this AGREEMENT to formalize the terms of this agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual entry into this AGREEMENT by the parties hereto, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each party hereto, **UPON THE TERMS AND SUBJECT TO THE CONDITIONS** which are hereinafter set forth:

1. **PREMISES** - The subject premises is real property known as Parcel No. 00-0002-1505 and Serial No. R-0663-0005, also known as 309 Wilkins Street, Roosevelt, UT 84066. Further identified by the map attached hereto as Exhibit A.
2. **PURPOSE AND USE** – The purpose is to allow for utility improvements, without undue hardship or burden including loss of use or enjoyment on the part of the Owner.
3. **TERM** - This Agreement shall continue until all conditions hereto have been satisfied.
4. **OWNER’S AGREEMENT** – Owner covenants and agrees to:
 - a. To allow City to grade property to eliminate the need for a retaining wall.
 - b. Move any items from the area fill will be added prior to fill being placed.
 - c. Install temporary fencing for animals.

5. **CITY'S AGREEMENT** – Roosevelt City covenants and agrees to:
 - a. Pay for all construction costs.
 - b. Remove three (3) poplar trees and crab apple trees and stumps.
 - c. Remove and replace existing fence to as good or better condition in the same location.
 - d. Raise existing grade to eliminate necessity of a retaining wall.
 - e. Install two inch diameter gravel road along fence.
 - f. Give two (2) days' notice before videoing the lateral
 - g. Install gravel dry ditch if requested.
 - h. To 12 inches of fill to be top soil material

6. **SALE OR ASSIGIGNING** - The terms herein shall remain in full force and effect for the benefit of any successors in interest until fully satisfied.

7. **VALIDITY/SEVERABILITY** - If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

8. **ATTORNEY FEES** - In the event action is brought by any party to enforce any terms of this agreement or to recover possession of the property, the prevailing party shall recover from the other party reasonable attorney fees.

9. **NOTICES** - All notices to Owner shall be deemed served upon mailing by first class mail, addressed to the Owner at: _____
 _____.
 Whether or not actually present at the time of said delivery. All notices to Roosevelt City shall be served upon the Roosevelt City Clerk subject to all Utah State laws and legally recognized procedures.

10. **ENTIRE AGREEMENT** - The foregoing agreement, including any attachments incorporated by reference, formalizes an agreement between the parties. This agreement shall not supersede Utah State Law as it applies to the drainage either before or after the execution of this agreement..

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands as of the day and year first above written. Executed in duplicate.

Owner

Signature: Bill Daves

Print Name: _____

Roosevelt City Corporation

Vaun D. Ryan

Vaun D. Ryan, Mayor

ATTEST:

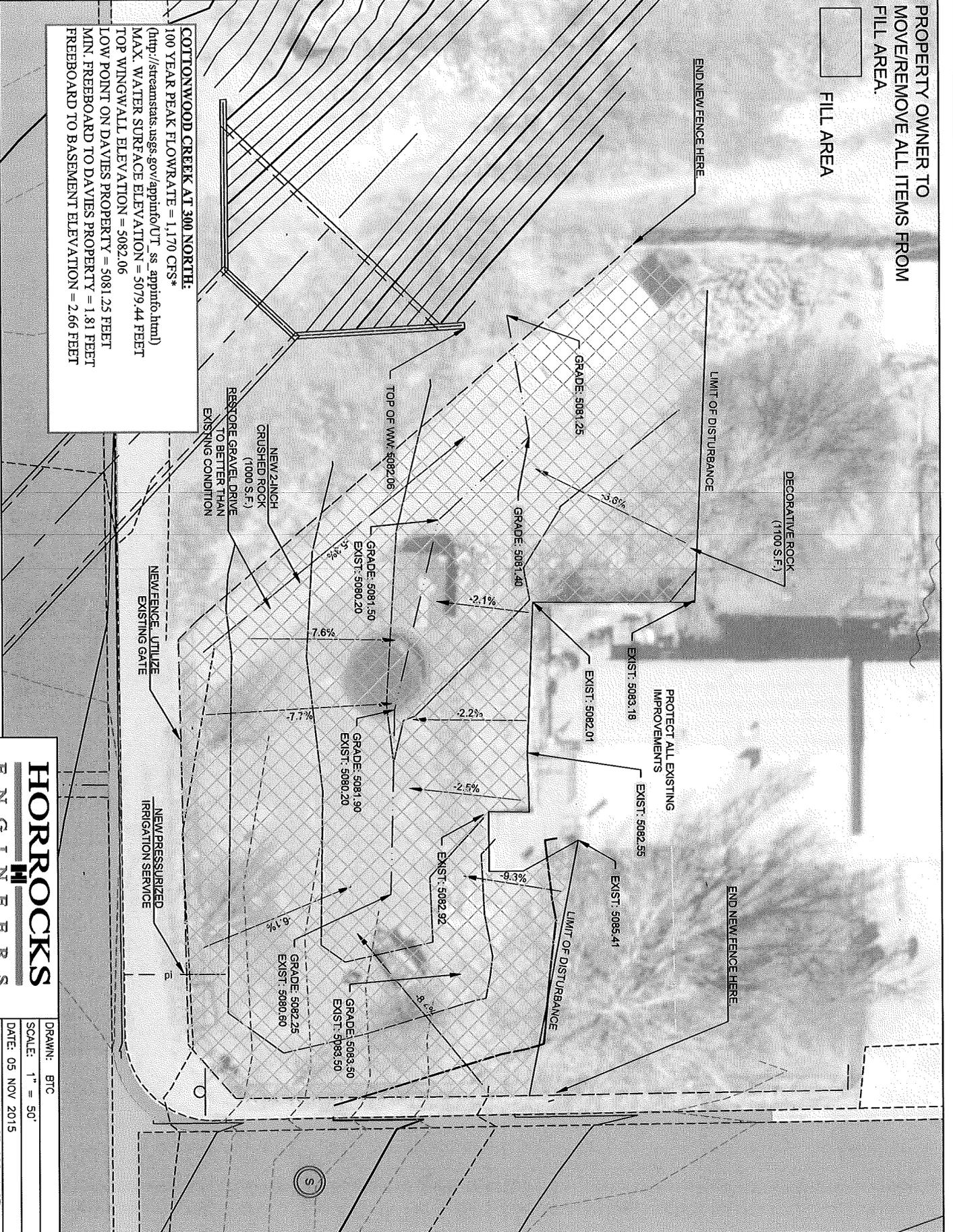
[Signature]

EXHIBIT A

PROPERTY OWNER TO
MOVE/REMOVE ALL ITEMS FROM
FILL AREA.

FILL AREA

COTTONWOOD CREEK AT 300 NORTH:
100 YEAR PEAK FLOWRATE = 1,170 CFS*
(http://streamstats.usgs.gov/apinfo/UT_ss_apinfo.html)
MAX. WATER SURFACE ELEVATION = 5079.44 FEET
TOP WINGWALL ELEVATION = 5082.06
LOW POINT ON DAVIES PROPERTY = 5081.25 FEET
MIN. FREEBOARD TO DAVIES PROPERTY = 1.81 FEET
FREEBOARD TO BASEMENT ELEVATION = 2.66 FEET



HORROCKS
ENGINEERS

DRAWN: BTC
SCALE: 1" = 50'
DATE: 05 NOV 2015
PROJECT NUMBER: RT-628--1407