

1/21/16

UTILITY IMPROVEMENT AGREEMENT AND EASMENT

THIS AGREEMENT and the accompanying easement made and entered into on the 21st day of ~~December~~ ^{January}, 2015, ²⁰¹⁶, 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 UBTA-UBET Communications Inc., owner of record, (hereinafter referred to as "Owner").

WHEREAS, UBTA-UBET Communications Inc. is the owner of record for property known as Parcel No.'s 00-0001-7081 and 00-0028-1794 located in the SW ¼ of Section 15 Township 2 South Range 1 West, USB&M, also known as the north 20 feet of Lot 1. Plat C, Block 1, LOT 1 Roosevelt City Survey; 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.'s 00-0001-7081 and 00-0028-1794 located in the SW ¼ of Section 15 Township 2 South Range 1 West, USB&M, also known as the north 20 feet of Lot 1. Plat C, Block 1, LOT 1 Roosevelt City Survey. Further identified by the map attached hereto as Exhibit A.
2. **PURPOSE AND USE** – The purpose is to allow for utility improvements, including the necessary easement attached hereto as Exhibit B, 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. The easement referenced herein, and attached as Exhibit B, shall not expire.
4. **OWNER'S AGREEMENT** – Owner covenants and agrees:
 - a. That the existing driveway may be moved .
 - b. To grant the City an easement to install a box culvert and also to allow for road fill which will change the level of the surface.
 - c. Allow the City reasonable access to the current stream bed/drainage in order to facilitate necessary construction.
 - d. Allow the City to alter the course of the current stream/drainage.
 - e. To pay for cost of Parking area expansion.
5. **CITY'S AGREEMENT** – Roosevelt City covenants and agrees:
 - a. Pay for all construction costs with exception of parking area expansion referenced in Part 4(e).
 - b. Repair property to as good or better condition including:
 - i. Replacement of trees removed in the lawn area.
 - ii. Reconstructing sprinkler system.
 - c. Place gravel on road fill slope.
 - d. Install new storm drain box by parking lot storm drain outfall.
 - e. Roosevelt City shall defend, indemnify, and hold harmless Owner from any and all causes' of action and liability arising out of or incident to any acts, omissions, negligence, or willful misconduct of Roosevelt City, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of this agreement.
6. **SALE OR ASSIGIGNING** - It is expressly understood that the referenced easement shall run with the property regardless of any transfer in ownership or assignment by either party. The terms herein shall remain in full force and effect for the benefit of any successors in interest until fully satisfied.
7. **ABANDONEMENT** – If Roosevelt City or an individual or entity acting in its place or on its behalf ever expressly abandons the subject easement then ownership shall revert to Owner or there assigns or successors in interest subject to any applicable provision of Utah Law.

8. **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.
9. **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.
10. **NOTICES** - All notices to Owner shall be deemed served upon mailing by first class mail, addressed to the Owner at: PO Box 398, Roosevelt, Utah 84066

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.

11. **ENTIRE AGREEMENT** - The foregoing agreement, including any attachments incorporated by reference, formalizes an agreement between the parties.

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: _____

Bruce H. Todd

Print Name: _____

BRUCE H. TODD

Roosevelt City Corporation

Vaun D. Ryan

Vaun D. Ryan, Mayor

ATTEST:

Carolyn Wilcken

Carolyn Wilcken, City Recorder

EXHIBIT A

Parcel No. 00-0001-7081 &
00-0028-1794

Easement
(CORPORATION)
Duchesne County

UBTA-UBET COMMUNICATIONS INC., a corporation of the State of UTAH, Grantor, hereby GRANTS AND CONVEYS to the ROOSEVELT CITY CORPORATION, at 255 South State Street, Roosevelt, Utah 84066, Grantee, for the sum of 5, Dollars, and other good and valuable considerations, the following described land in Duchesne County, State of Utah. A perpetual easement upon a portion of the UBTA-UBET COMMUNICATIONS INC. tract, upon part of an entire tract of property, situate in the SW ¼ of Section 15 Township 2 South Range 1 West, USB&M County Duchesne for the purpose of constructing and maintaining thereon portions of a concrete box culvert including, but not limited to wingwalls, fencing, footings, walls, and riprap; and highway appurtenances including, but not limited to, slopes and traffic information signs. The easement includes the right to maintain and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by ROOSEVELT CITY CORPORATION. The easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns, and includes and conveys all rights of grantor to change the vertical distance or grade of said cut and/or fill slopes. The boundaries of said part of an entire tract are described as follows:

PLAT C, BLOCK 1, LOT 1 ROOSEVELT CITY SURVEY, THE NORTH 20 FEET OF LOT 1.

The sideline boundaries of said strip are to be shortened or extended so as to begin on the easterly boundary line and end on the westerly boundary line of said property.

EXHIBIT B

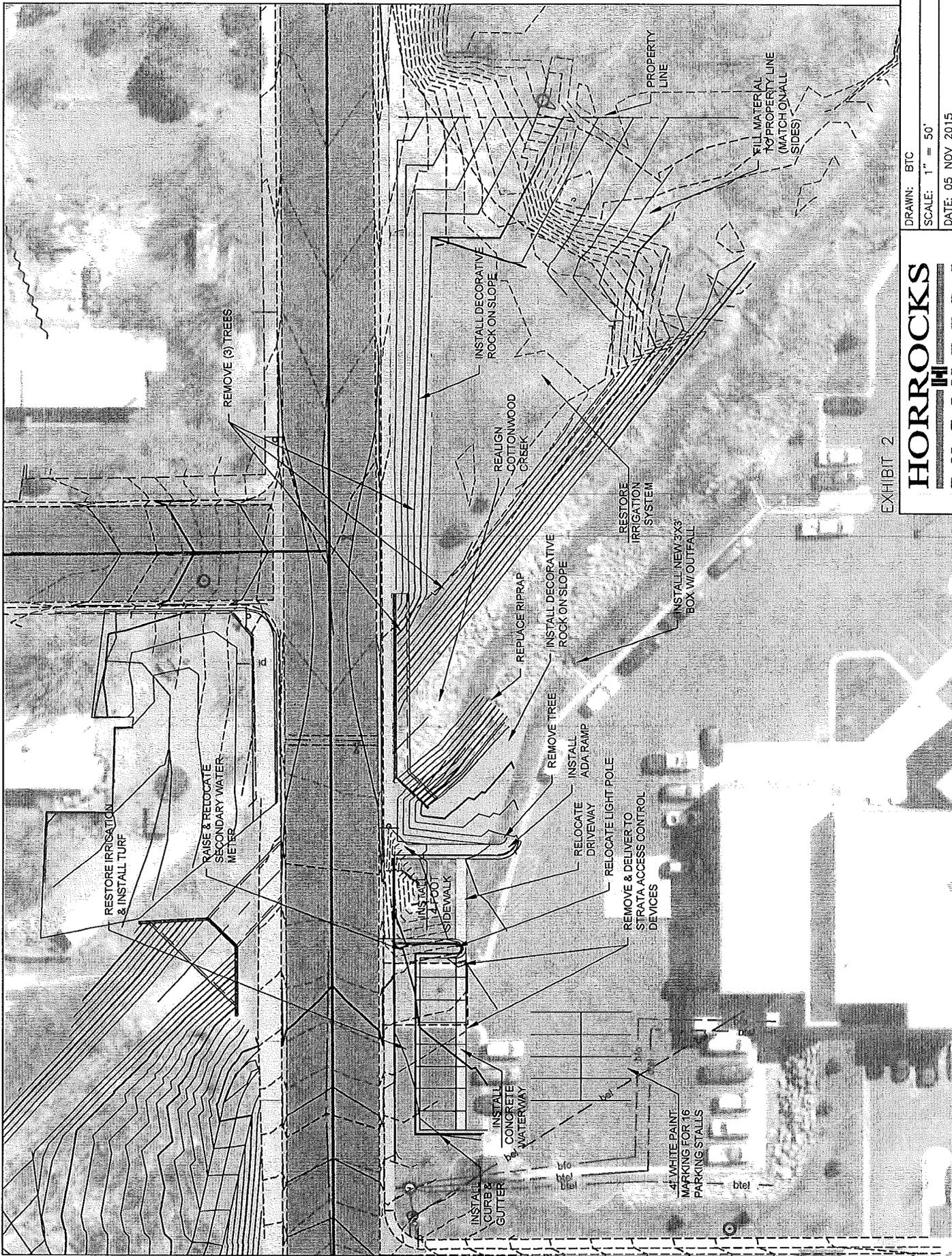


EXHIBIT 2

DRAWN: BTC

SCALE: 1" = 50'

DATE: 05 NOV 2015

PROJECT NUMBER: RT-628-1407

HORROCKS
ENGINEERS