

Recording requested by and
when recorded mail to:

Santa Clara City
2603 Santa Clara Dr.
Santa Clara City, UT 84765



**AGREEMENT FOR USE OF PLATTED EASEMENT
AND RELEASE OF INDEMNITY AGREEMENT**

APN:

THIS AGREEMENT is entered into effective _____, 20____, by and between _____ and _____ (herein collectively called "Owners") and SANTA CLARA CITY, UTAH (herein "City")

R E C I T A L S:

1. Owners are the owners of the following described property located in Santa Clara, Utah:
See Exhibit A hereto
2. City is owner of a platted utilities easement which affects portions of the above-described property.
3. At the date of this agreement, no utility lines are in place in said easement property.
4. Owners desire to construct a building/pool upon a portion of said easement, and City is willing to permit owners to use the easement property for that purpose, but only upon the terms and conditions recited herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Owners acknowledge the existence of the easement referred to above, and agree that the use hereby requested by Owners will not in any way eliminate said easement or the rights of City in connection therewith.
2. City agrees that Owners may construct a building upon a portion of said easement, so long as said structure does not now, and will not in the future, prevent City from its use of the easement property as and for the placement of utility lines to the same extent such use is available to the City immediately prior to the execution of this agreement. Stated another way, in the event it becomes necessary in the future for the City to install utility lines within any portion of the platted easement upon Owners' property, City shall have the right to do so without being obligated to accommodate Owners' use of the easement property. If installation of utility lines occurs, Owners agree to remove the encroaching structure to the extent necessary, as determined solely by City, to permit the installation and maintenance of the utility lines. City agrees to use its best efforts to affect such use without requiring Owners to remove the encroaching structure, if that can be accomplished, as determined by City. If City gives notice to Owners that the encroaching structure must be removed, Owners agree to remove the same within a period of 30 days after such notice. If Owners fail or refuse to remove such structure within the said 30-day period, City shall have the

right to remove the same at Owners' expense. In such event, Owners agree to reimburse City for its costs in removing the encroaching structure within a period of 30 days after billing.

3. Owners hereby release, indemnify, and hold harmless the City against all claims, now existing or which may exist in the future, which can or may be asserted by Owners or any other person or persons for damages or injuries claimed in connection with Owners' use of the easement property and in connection with the removal by the City of the encroaching structure.

4. This agreement in every particular constitutes a covenant running with the property described at the beginning of this agreement, and this agreement shall bind the parties hereto and their respective heirs, administrators and assigns.

5. If either party shall fail to comply with the terms and provisions of this agreement, the defaulting party agrees to pay all costs, including a reasonable attorney's fee, incurred by the non-defaulting party in enforcing this agreement or taking any action permitted by it.

6. The agreement shall apply to that certain property located in Washington County, Utah, described at Exhibit A hereto.

DATED: _____, 20 _____.

OWNERS:

SANTA CLARA CITY:

By: _____
Its: Mayor

ATTEST:

Recorder

Reviewed and Approved by:

Public Services Director

Date

STATE OF UTAH

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