



# Agreement for Use of Platted Easement and Release and Indemnity Agreement

This agreement is entered into effective \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ and \_\_\_\_\_ (herein collectively called "Owners") and the City of Santa Clara, Utah (herein called "City").

**Recitals:**

1. Owners are the owners of the following described property located in Santa Clara, Utah:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 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 effect 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 Owners of 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.

Dated: \_\_\_\_\_, 20\_\_\_\_\_.

**Owners:**

\_\_\_\_\_

**City of Santa Clara:**

By: \_\_\_\_\_

Mayor

Attest:

\_\_\_\_\_

\_\_\_\_\_

Recorder

State of Utah )  
 :ss.  
County of Washington )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned notary, personally appeared \_\_\_\_\_ and \_\_\_\_\_, the Owners, who are known to me to be the persons who signed the preceding document, and acknowledged to me that they signed the preceding document voluntarily and for its stated purpose.

My Commission Expires:

\_\_\_\_\_

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

Residing at: \_\_\_\_\_

State of Utah                    )  
  :SS.  
County of Washington        )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned notary, personally appeared \_\_\_\_\_, who being by me duly sworn, did say that he is the Mayor of Santa Clara, Utah, and that the within and foregoing instrument was signed by him in behalf of

said City by authority of a resolution of its City Council, and he duly acknowledge to me that said City executed the same and that the seal affixed is the seal of the City.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_