

## AGREEMENT FOR GRANT OF EASEMENT AND PROPERTY ACQUISITION

THIS AGREEMENT made and entered into this 13<sup>th</sup> day of ~~October~~ <sup>December</sup>, 2017 by and between North Davis Sewer District, hereinafter referred to as the "District," and Legacy Neighborhoods, LLC, hereinafter referred to as "Legacy," as follows:

### RECITALS

1. The District is a Local District organized, existing, and operating as an Improvement District in accordance with the Improvement District Act, §§17B-2a-401 et seq. Utah Code Annotated, 1953.
2. Legacy owns property located at +/- 975 West Weaver Lane, Davis County, Utah. Such property is designated on the records of the Davis County Recorder as Parcel Number 11-076-0086 and 11-091-0071 (the "Property").
3. The District is in the process of designing and constructing the pipeline on, near, and/or through the identified property as part of the Master Plan 2A & 2B Project (the "Project").
4. As part of the Project it is necessary for the District to acquire a temporary easement on, over, across, under, and through the Property (the "Easements").
5. Legacy has been provided notice as provided in § 78B-6-505 of the Utah Code (See Exhibit A).
6. Legacy and the District have discussed any concerns over certain aspects of the Easements and those issues have been the subject of negotiations between the District and Legacy.
7. Legacy has agreed to grant the Easements to the District in accordance with the terms and provisions of this Agreement and Easements, which Easements may be recorded with the County Recorder Office.
8. Legacy shall indemnify and hold harmless District from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
9. District will restore and/or compensate Legacy for costs of the easements and impacts to the said property from construction as identified and described herein.
10. Legacy has agreed to keep the terms of this agreement, and discussions related thereto, confidential to the extent permitted by law.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions as set forth herein and other good and valuable consideration the District and Legacy agree as follows:

**AGREEMENT**

**Section One:            INCORPORATION OF RECITALS**

All of the above recitals are incorporated and made a part of this Agreement.

**Section Two:            GRANT OF EASEMENTS**

Legacy agrees to sign and deliver to the District Easements in substantially the same format as the Easements marked Exhibit "B", attached hereto, and by reference made a part hereof. Such Easements shall be signed and executed by Legacy upon execution of this Agreement

**Section Three:            DISTRICT COMPLIANCE WITH SAFETY REQUIREMENTS**

During the course of construction the District and its Contractor(s) agree to comply with all applicable ordinances, statutes, rules and regulations pertaining to roadway construction including local ordinances.

**Section Four:            COMPENSATION**

In consideration for the granting of the Easements, Legacy shall be paid the sum of \$6,438.00, a fair amount consistent with the appraisal attached as Exhibit "C", within three (3) weeks of execution of this Agreement and execution of the Easements, which compensation is itemized as follows:

Temporary Construction Easement	\$6,438.00
<b>Total Compensation:</b>	<b>\$6,438.00</b>

**Temporary Easement**

.02649	acres@		\$124,000	Per SF	=	\$80,476	
Year 1		\$80,476	X's	8%	=	\$6,438	
					Total	<b>\$6,438</b>	

Section Five:                      ENTIRE AGREEMENT

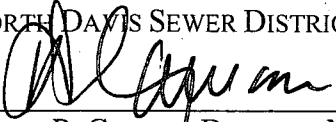
1.            The District will restore asphalt paving and any disturbed topsoils to match original.

Section Six:                      ENTIRE AGREEMENT

This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented nor may any obligations hereunder be waived except by written instrument signed by the party to be charged. This Agreement constitutes the entire Agreement between the parties and the final, complete and exclusive expression of the terms and conditions hereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, expressed or implied, are hereby superseded and merged herein.

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

NORTH DAVIS SEWER DISTRICT



\_\_\_\_\_  
KEVIN R. COWAN, DISTRICT MANAGER

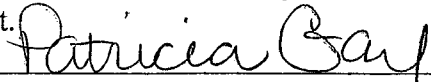
LEGACY



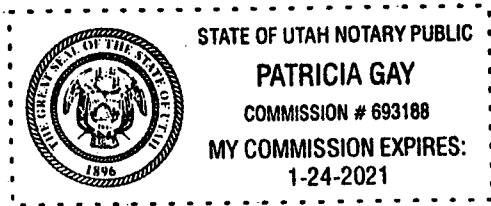
BY: DAVID S. BAILEY  
MANAGER

STATE OF UTAH                      )  
  ss.  
COUNTY OF DAVIS                    )

On the 9 day of Jan, ~~2017~~<sup>2018</sup>, personally appeared before me Kevin R. Cowan, District Manager, whd being by me duly sworn did say, for himself, that he is the District Manager of North Davis Sewer District, and that the within and foregoing instrument was signed on behalf of the said North Davis Sewer District.



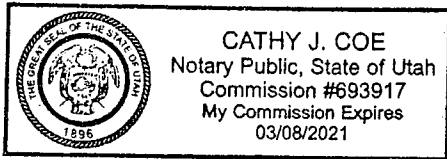
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at:  
My Commission Expires:



STATE OF UTAH                    )  
  ss.  
COUNTY OF DAVIS            )

On the 13 day of December, 2017, personally appeared before me  
David S. Bailey of Legacy Neighborhoods, LLC, the signer of the foregoing instrument  
who duly acknowledged to me that he is authorized to sign as the property owner of said  
property.

Cathy J. Coe  
NOTARY PUBLIC  
Residing at:  
My Commission Expires:



**EXHIBIT "A"**  
**NOTICE TO PROPERTY OWNERS**

**NOTICE TO PROPERTY OWNERS**

As provided in § 78B-6-505 of the Utah Code, condemning agencies must provide property owners the following notice in writing, using substantially this form:

Although this letter is provided as part of an attempt to negotiate with you for the sale of your property or an interest in your property without using the power of eminent domain, District may use that power if it is not able to acquire the property by negotiation. Because of that potential, the person negotiating on behalf of the District is required to provide the following disclosures to you.

1. You are Entitled to Just Compensation for Your Property.
2. You are Entitled to An Opportunity to Negotiate With the City Over the Amount of Compensation for Your Property Before Any Legal Action is Filed.
  - a. You are Entitled to an Explanation of How the Compensation Offered for Your Property was Calculated.
  - b. If an Appraiser is Asked to Value Your Property, You are Entitled to Accompany the Appraiser During an Inspection of the Property.
3. You are Entitled to Discuss the Matter with the Attorneys at the Office of the Property Rights Ombudsman.
4. The Office of the Property Rights Ombudsman is a Neutral State Office Staffed by Attorneys Experienced in Eminent Domain. Their Purpose is to Assist Citizens in Understanding and Protecting Their Property Rights. You are Entitled to Request an Explanation of Your Legal Options.
5. In a Dispute with a Condemning Agency, a Property Owner Has the Right to Request Free Mediation or Arbitration Through The Office of the Property Rights Ombudsman. As Part of Mediation or Arbitration, You are Entitled to Request a Free Independent Evaluation of the Property.
6. Oral Representations and Promises Made by an Agency During the Negotiation Process are Not Binding Upon the Agency Seeking to Acquire the Property by Eminent Domain.

Contact the Office of the Property Rights Ombudsman by phone, regular mail, or in person using the contact information below.

Office Location:  
Heber M. Wells Building, 2<sup>nd</sup> Floor  
160 East 300 South  
Salt Lake City, Utah

Phone: (801) 530-6391  
Toll-free in Utah: 1-877-882-4662  
Fax: (801) 530-6338  
Email: [propertyrights@utah.gov](mailto:propertyrights@utah.gov)

Mailing Address:  
Office of the Property Rights Ombudsman  
State of Utah Department of Commerce  
P.O. Box 146702  
Salt Lake City, Utah 84114-6702

**EXHIBIT "B"**  
**EASEMENTS**



WHEN RECORDED, RETURN TO:  
North Davis Sewer District  
4252 West 2200 South  
Syracuse, Utah 84075

### EASEMENTS

Legacy Neighborhoods, LLC , Grantor, hereby conveys and warrants to North Davis Sewer District, its successors in interest and assigns, Grantee, for the sum of One Dollar and other good and valuable consideration, temporary easements, for the design, construction, operation, maintenance, repair, alteration, enlargement, inspection, widening, and replacement of pipelines and infrastructure and associated facilities related thereto, on, over, under, adjacent, and across real property located in Davis County, Utah and described as follows:

#### Kays Creek West DRV 1 –Temporary Easement 40-Feet Wide

A temporary easement upon Parcel 110760061, Recorded as Entry No. 2523384 in the Office of the Davis County Recorder, located in Davis County, Utah, U.S.A., situate in the SW1/4, Section 29, Township 4 North, Range 1 West SLB&M for the purpose of operating, maintaining, and constructing a sanitary sewer pipe line. The boundary of said temporary easement is described as follows:

Beginning at a point on the subdivision boundary of Old Farm at Kays Creek Subdivision Phase 1 recorded as Entry No. 2535339 in the Office of the Davis County Recorder that is WEST 271.00 feet and SOUTH 40.06 feet from a subdivision monument, a 2.5 inch brass cap in a ring and cover, located at the intersection of Kays Creek Road and Walker Farm Drive as shown on Old Farm at Kays Creek Subdivision Phase 1, recorded as Entry No. 2535339 in the Office of the Davis County Recorder, said subdivision monument at the intersection of Kays Creek Road and Walker Farm Drive is N39° 40' 52"W (Basis of Bearing and Monument Line) 398.64 feet  
(Record = N40° 01' 40"W 398.60 feet) from the intersection of Walker Farm Drive and Farmland Drive where there is a subdivision monument, a 2.5 inch brass cap in a ring and cover;

And running thence N75° 28' 47"W 27.922 feet; thence N82° 20' 51"W 576.22 feet parallel to an existing sanitary sewer pipeline to the property line of said Parcel 1107600061; thence N40° 06' 20"W 59.500 feet along said property line; thence S82° 20' 51"E 622.668 feet parallel to an existing sanitary sewer pipeline; thence S75° 28' 47"E 51.262 feet to said Old Farm at Kays Creek Subdivision Phase 1 boundary; thence along said Subdivision boundary S39° 01' 26"W 11.555 feet; thence S43° 13' 39"W 33.617 feet to the point of beginning. Contains 25,575 square feet or 0.587 acres more or less.

Kays Creek West Legacy Neighborhoods 4 –Temporary Easement 40-Feet Wide

A temporary easement upon a parcel recorded Entry No. 2710801, Book 5676, Page 2029 in the Office of the Davis County Recorder, Davis County, Utah, U.S.A., situate in the SW1/4, Section 29, Township 4 North, Range 1 West SLB&M for the purpose of operating, maintaining, and constructing a sanitary sewer pipe line. The boundary of said temporary easement is described as follows:

Beginning at a point on the easterly property line of said Entry No. 2710801 that is NORTH 43.671' feet and WEST 869.118 feet from a subdivision monument, a 2.5 inch brass cap in a ring and cover, located at the intersection of Kays Creek Road and Walker Farm Drive as shown on Old Farm at Kays Creek Subdivision Phase 1, recorded as Entry No. 2535339 in the Office of the Davis County Recorder, said subdivision monument at the intersection of Kays Creek Road and Walker Farm Drive is N39° 40' 52"W (Basis of Bearing and Monument Line) 398.64 feet (Record = N40° 01' 40"W 398.60 feet) from the intersection of Walker Farm Drive and Farmland Drive where there is a subdivision monument, a 2.5 inch brass cap in a ring and cover;

And running thence N82° 20' 51"W 65.302 feet; thence N82° 35' 11"W 539.681 feet parallel to and 50 feet perpendicularly distant from an existing sanitary sewer pipeline to the property line; thence N50° 20' 49"E 5.941 feet; thence N52° 00' 00"E 50.057 feet; thence S82° 35' 11"E 500.578 feet parallel to and 10 feet perpendicularly distant from an existing sanitary sewer pipeline to the property line; thence S82° 20' 51"E 21.336 feet to the property line; thence S40° 06' 20"E 59.500 feet to the point of beginning. Contains 22,542 square feet or 0.517 acres more or less.

Kays Creek West Legacy Neighborhoods 5 –Temporary Easement 10-Feet Wide

A temporary easement upon a parcel recorded Entry No. 2710801, Book 5676, Page 2029 in the Office of the Davis County Recorder, Davis County, Utah, U.S.A., situate in the SW1/4, Section 29, Township 4 North, Range 1 West SLB&M for the purpose of operating, maintaining, and constructing a sanitary sewer pipe line. The boundary of said temporary easement is described as follows:

Beginning at a point on the easterly property line of said Entry No. 2710801 that is NORTH 111.932 feet and WEST 926.610 feet from a subdivision monument, a 2.5 inch brass cap in a ring and cover, located at the intersection of Kays Creek Road and Walker Farm Drive as shown on Old Farm at Kays Creek Subdivision Phase 1, recorded as Entry No. 2535339 in the Office of the Davis County Recorder, said subdivision monument at the intersection of Kays Creek Road and

Walker Farm Drive is N39° 40' 52"W (Basis of Bearing – Monument Line) 398.64 feet (Record = N40° 01' 40"W 398.60 feet) from the intersection of Walker Farm Drive and Farmland Drive where there is a subdivision monument, a 2.5 inch brass cap in a ring and cover;

And running thence N82° 35' 11"W 480.263 feet parallel to and 10 feet perpendicularly distant from an existing sanitary sewer pipeline to the property line; thence N52° 00' 00"E 14.041 feet; thence S82° 35' 11"E 459.486 feet parallel to and 20 feet perpendicularly distant from an existing sanitary sewer pipeline to the property line; thence S40° 06' 20"E 14.807 feet to the point of beginning. Contains 4,699 square feet or 0.108 acres more or less.

<u>County Serial No.</u>	<u>Acerage</u>	<u>Easement</u>
11-076-0086 and 11-091-0071	0.108 acres more or less	Temporary
11-076-0086 and 11-091-0071	0.517 acres more or less	Temporary
11-076-0086 and 11-091-0071	0.587 acres more or less	Temporary

Together with all necessary and reasonable rights of ingress and egress and the right to design and construct the roadway for the location, construction, and repair of the above-mentioned pipeline and facilities and to remove soils, trees, shrubbery, undergrowth and/or other obstructions interfering with the repair and maintenance of said pipeline.

The Grantor reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted. Grantor shall not build or construct over or across said easement, any building or other improvement, nor change the contour thereof without the written consent of the Grantee.

The temporary easements shall remain in force a maximum of one (1) year from the date construction begins. Upon termination of said one-year guarantee period, the temporary easements shall be dissolved and all previous rights of the Grantor shall be restored with respect to the temporary easement.

The Grantor hereby covenants with the District that Grantor is lawfully seized and possessed of the real estate above described; that Grantor has a good and lawful right to convey it, or any part thereof; that Legacy shall indemnify and hold harmless District from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property; that it is free from all encumbrances and that Grantor will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.


As part of the consideration for this grant, the Grantor hereby releases any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted.

GRANTOR  
*David S. Bailey*  
Legacy Neighborhoods, LLC

STATE OF UTAH

COUNTY OF DAVIS

On the 13 day of December, 2017, personally appeared before me *David S. Bailey*, Legacy Neighborhoods, LLC, the signer of the foregoing instrument who duly acknowledged to me that he is authorized to sign as the property owner of said property.

 CATHY J. COE  
Notary Public, State of Utah  
Commission #693917  
My Commission Expires  
03/08/2021

*Cathy J. Coe*  
NOTARY PUBLIC

**EXHIBIT "C"**  
**APPRAISAL**

**EXHIBIT "D"**  
**PROPERTY MAP**