



W2991271

EN 2991271 PG 1 OF 12
LEANN H KILTS, WEBER COUNTY RECORDER
16-JUL-19 144 PM FEE \$1.00 DEP TN
REC FOR: WEST HAVEN CITY

WHEN RECORDED, RETURN TO:

West Haven Special Service District

Attn: Jamie
4150 S. 3500 W
WHC, UT 84401

WITH A COPY TO:

Ivory Development
978 E. Woodoak Lane
Salt Lake City, Utah 84117

Tax Parcel Numbers: 150610075

SANITARY SEWER EASEMENT AGREEMENT
(West Haven City, Utah)

KEVIN B. MOSER & HEIDI MOSER, husband and wife (collectively, "Grantor"), IVORY DEVELOPMENT, LLC, a Utah limited liability company ("Developer"), and WEST HAVEN SPECIAL SERVICE DISTRICT, ("Grantee"), enter into this SANITARY SEWER EASEMENT AGREEMENT (this "Agreement") on April 22 2019. Grantor, Developer and Grantee are collectively referred to herein as the "Parties".

Background

- A. Grantor owns the real property in West Haven City, Utah, described in Exhibit A attached hereto (the "Property").
- B. In order to facilitate the development of the Property and surrounding property, Grantee will need to run a sanitary sewer line over a portion of the Property.
- C. Grantee desires to receive and Grantor has agreed to grant a nonexclusive, perpetual right-of-way and easement under, through, and across portions of the Property described and depicted in Exhibit B attached hereto (the "Easement Area") for certain sanitary sewer and other related improvements, described below, subject to the following terms. The exact dimensions of the Easement Area shall be determined by a final survey to be obtained by Developer after execution of this Agreement and supplemented to this Agreement as Exhibit C.

Terms

- 1. Grant of Easement. For good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee a nonexclusive, perpetual right-of-way and easement (the "Easement") 20' feet wide and approximately 340' feet long, under and across the Easement Area for the sole purpose of constructing, laying, maintaining, operating,

repairing, inspecting, removing and replacing a sanitary sewer facility (the "Improvements"). All Improvements shall be built by Developer to West Haven City standards, shall maintain existing grade after completion, and shall be pursued to completion in a reasonably timely manner. The Easement also includes the right for Grantee and Developer to access the Easement Area to accomplish the purpose described above. The Easement shall specifically include, without limitation, the right of the Grantee and Developer, their agents, employees, contractors and assigns to traverse the Easement Area with vehicles and equipment to accomplish the purposes described above. Grantee agrees that, except in the case of an emergency, it will enter onto the Easement Area at commercially reasonable times and using existing access ways. Before undertaking any construction, maintenance, or repair work within the Easement Area, Developer agrees to provide Grantor with reasonable and adequate notice, given to one of the appropriate Grantor contacts identified by Grantor prior to beginning work (except for in case of an emergency, for which no advance notice is required). The Parties shall keep each other updated with current contact information.

2. Consideration. As consideration for the grant of the Easement, Developer shall deposit Fifteen Thousand Dollars (\$15,000.00) (the "Consideration") in escrow at Cottonwood Title upon execution of this Agreement which Consideration will be disbursable to Grantor upon commencement of construction of the Improvements or will be returned to Developer if cancelled pursuant to Section 7 hereof. As further consideration for the grant of the Easement, Developer agrees to stub a private right of way (as shown on the attached Exhibit B) to the Property as a private connection for Developer and for future potential fire access between said properties. The Developer shall control and reserve all rights to said private right of way except in the event of emergency fire vehicles. The Developer agrees to install an emergency fire crash gate at the property line to allow for emergency fire vehicle access.
3. Reservation. Grantor reserves the right to use the Easement Area in common with Grantee so long as Grantor does not unreasonably interfere with the Improvements or the rights granted to Grantee and Developer under this Agreement.
4. Construction and Repairs. Developer will exercise reasonable caution to avoid any unnecessary damage to the Property or existing improvements thereon and to cause minimal impact to existing agricultural operations of the Property. If Developer damages or destroys any of Grantor's improvements or property in connection with Developer's exercise of its rights under this Agreement, Developer will repair or replace the damaged improvements and restore the damaged property as near to the original condition as is reasonably possible. If Grantee requires manholes on the Property as part of the Improvements, Developer will place such manholes as close to the property lines as reasonably possible. Notwithstanding the foregoing, neither Developer nor Grantee shall be responsible for incidental damage to the Property occurring during routine maintenance, including inspection and investigation of, or during minor repairs to, the Improvements.
5. Compliance with Laws. Grantee and Developer will comply with all applicable federal, state and local laws, rules and regulations when entering upon the Easement Area and exercising their rights under this Agreement. Developer will diligently complete all construction, maintenance and repair activities permitted under this Agreement within a commercially reasonable time frame under the circumstances.

6. Notice. All communications, consents, and other notices provided for in this Agreement will be in writing and will be effective on the date sent by receipted hand delivery, confirmed facsimile or e-mail, nationally-recognized, overnight courier, or registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

(a) To Grantee:

West Haven Special Service District
4150 S. 3900 W.
West Haven, UT 84401

(b) To Grantor:

Kevin and Heidi Moser

7. Contingency. This Agreement is contingent upon Developer obtaining the properties and rights necessary to develop the property described in Exhibit D and complete the Improvements in their entirety (including across neighboring properties). Developer will not commence construction of the Improvements until such rights are obtained. Developer shall have the right to terminate this Agreement at any time prior to June 9, 2019 if it becomes apparent that this contingency will not be met, whereupon the Parties agree to execute a termination of this Agreement for recording, the Consideration will be returned to Developer, and the Parties shall have no further obligation to one another pursuant hereto.
8. Maintenance. It shall be the sole responsibility of the Grantee to operate and maintain the Improvements. If in its maintenance, repair, operation, inspection, removal, replacement, or protection of the Improvements, the Grantee destroys, disturbs, or damages any landscaping and similar improvement within the Property, Grantee shall within a reasonable time restore the same to its original condition.
9. No Public Dedication. Nothing in this Agreement will be deemed or considered to be a dedication of all or any part of the Easement Area or the Property for the general public or for any other public purpose whatsoever.
10. Miscellaneous.
- (a) This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed, in writing, by the party making the waiver, except as otherwise provided herein.

- (b) This Agreement may be signed in one or more counterparts with the same effect as if the parties executing the counterparts had all executed one document. The exhibits attached to this Agreement are incorporated by this reference.
- (c) If any provision is held to be invalid and unenforceable, the provision will be severable from, and the invalidity and unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.
- (d) This Agreement constitutes a covenant running with the land and will be binding upon and inure to the benefit of successors and assigns of Grantor and Grantee.
- (e) This Agreement is to be governed by and construed in accordance with Utah law. Time is of the essence. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein will not be deemed a waiver of any rights or remedies, and will not be deemed a waiver of any subsequent breach or default.
- (f) The provisions of this Agreement are not intended to create, nor will they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. The provisions of this Agreement will be construed as a whole and not strictly for or against any party. Nothing in this Agreement is intended to create an enforceable right, claim, or cause of action by any third-party against any party to this Agreement.

[signatures and acknowledgments on following page(s)]

IN WITNESS WHEREOF, Grantor, Developer and Grantee have executed this Agreement as of the date first written above.

Grantor:

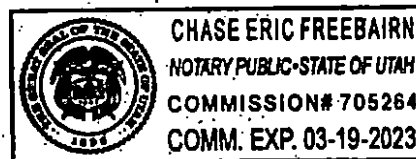
Kevin B Moser
Kevin B. Moser

Heidi Moser
Heidi Moser

STATE OF UTAH)
 : ss.
COUNTY OF Weber)

12th day of April, ~~2018~~, by Kevin B. Moser and Heidi Moser as husband and wife.
2019

[Signature]
NOTARY SIGNATURE AND SEAL



Grantee:

WEST HAVEN SPECIAL SERVICE DISTRICT

By: Bryan J. Harms
Print Name: ~~Sharon A. Bolos~~ Bryan J Harms
Title: ~~Mayor~~ Chairman

ATTEST:

APPROVED AS TO FORM:

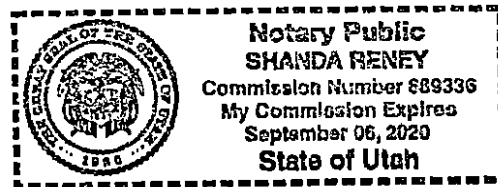
Shanda Reney
Shanda Reney, City Recorder

City Attorney's Office

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 22 day of April 2019, 2018 by Sharon A. Bolos and Shanda Reney, respectively the Mayor and City Recorder of West Haven City Corporation, a municipal corporation of the State of Utah, and Sharon A. Bolos did swear and affirm that she is duly authorized to execute same in her official capacity as Mayor for and on behalf of West Haven City Special Service District.

Shanda Reney
NOTARY SIGNATURE AND SEAL



Developer:

IVORY DEVELOPMENT, LLC,

By: [Signature]
Name: Kevin Anglesey
Its: Secretary

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing Sanitary Sewer Easement Agreement was acknowledged before me this 11th day of April, 2018, by Kevin Anglesey Secretary for Ivory Development LLC, a Utah limited liability company.

[Signature]
NOTARY SIGNATURE AND SEAL

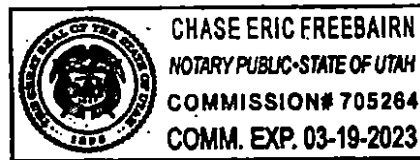


Exhibit A

THE SE.1/4 SECTION 23, T.6N., R.2W., S.L.B. & M.

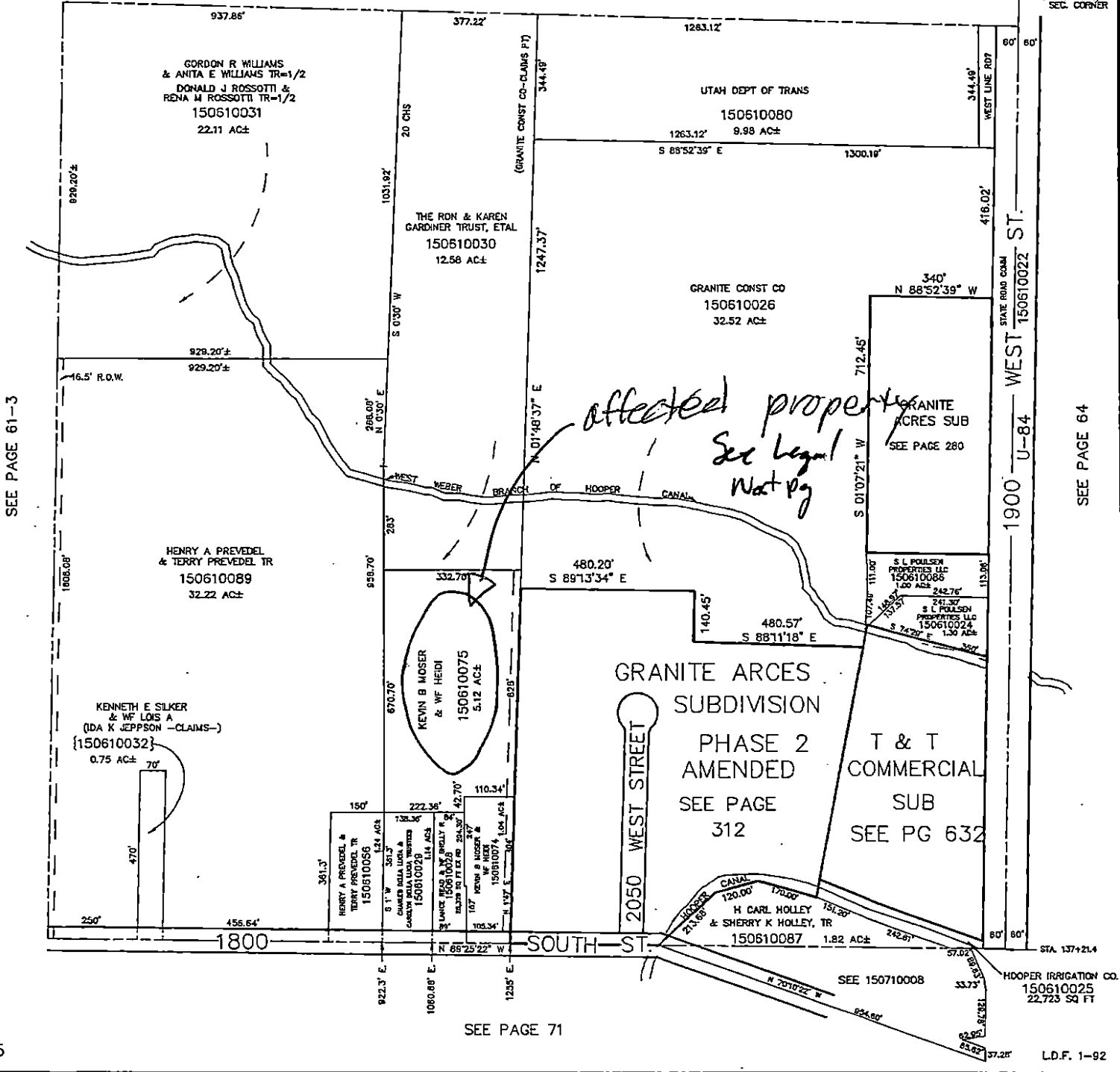
61-2

TAXING UNIT: 277

IN WEST HAVEN CITY

SCALE 1" = 200'
SEE PAGE 61-1

STANDARD 1/4
SEC. CORNER



SEE PAGE 61-3

SEE PAGE 64

*affected property
See Legal
Not pg*

SEE PAGE 71

15

L.D.F. 1-92

Am KA

Legal Description: Parcel **15-061-0075**

PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT 1255 FEET EAST AND 404 FEET NORTH FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 23, RUNNING THENCE NORTH 1D47' EAST 628 FEET, THENCE WEST 332.70 FEET, THENCE SOUTH 0D30' WEST 670.70 FEET, THENCE EAST 222.36 FEET, THENCE NORTH 1D EAST 42.70 FEET, THENCE EAST 110.34 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH A TWENTY (20.00) FOOT RIGHT OF WAY FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY, THE EAST LINE DESCRIBED AS FOLLOWS: A PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT 1255 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 23, RUNNING THENCE NORTH 1D17' EAST 1032 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE PROPERTY OWNED BY BRUNO DELLA LUCIA AND HILDEGARD DELLA LUCIA (BOOK 1662 PAGE 460).

manhole

KA
Jm

PROPOSED 20' SEWER
EASEMENT

Moser



Developer's
= private road/ROW

PROPOS
HYDRAN

KA

var

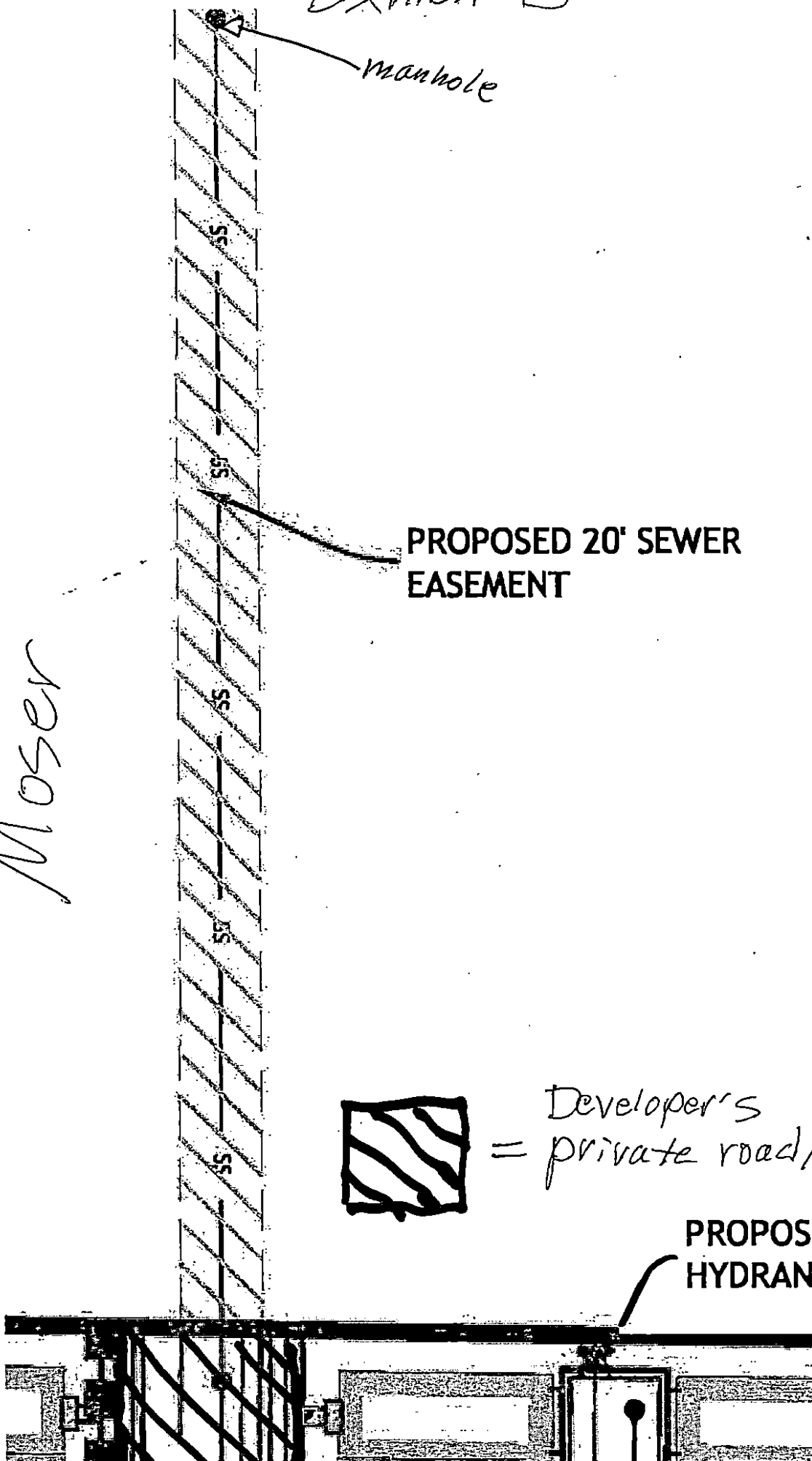


Exhibit C *[Handwritten signature]* Exhibit B

OFFSITE SEWER LEGAL DESCRIPTION – KEVIN B & HEIDI MOSER

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; WEST HAVEN CITY, WEBER COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY LINE OF LOT 4 OF GRANITE ACRES SUBDIVISION PHASE 2 AMENDED AS RECORDED AS ENTRY# 1802427, BOOK 54, PAGE 89 OF THE OFFICIAL RECORDS IN THE WEBER COUNTY RECORDER OFFICE, SAID POINT OF BEGINNING BEING N89°25'22"W 1386.76 FEET AND N01°48'42"E 541.84 FEET FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N89°52'30"W 335.98 FEET; THENCE N01°05'36"E 20.00 FEET; THENCE S89°52'30"E 336.24 FEET TO SAID WESTERLY BOUNDARY LINE; THENCE ALONG SAID WESTERLY BOUNDARY LINE S01°48'42"W 20.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 6,722 SQUARE FEET OR 0.15 ACRES IN AREA

[Handwritten initials]
KM
HM
KA

Ken Am

Exhibit 10
2991271 Pg 12 of 12

0-2
SHEET NUMBER

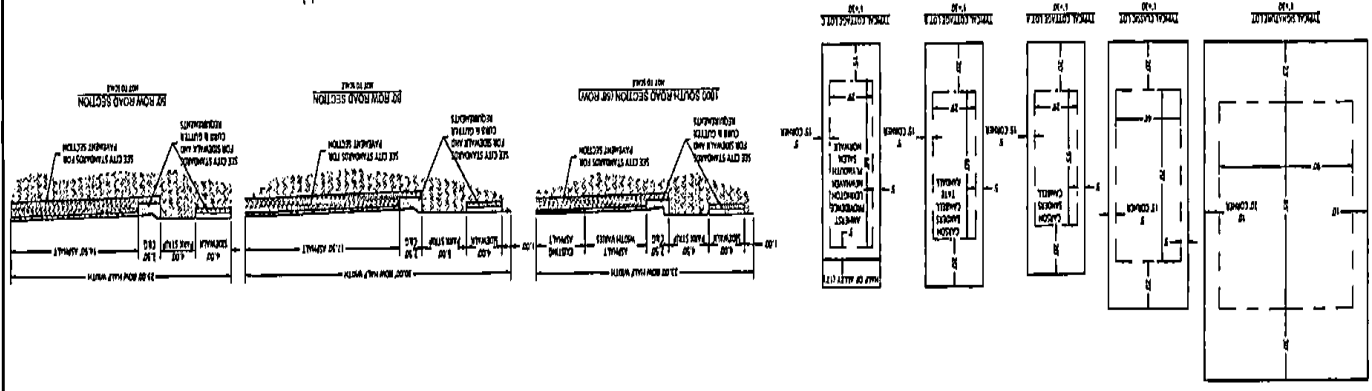
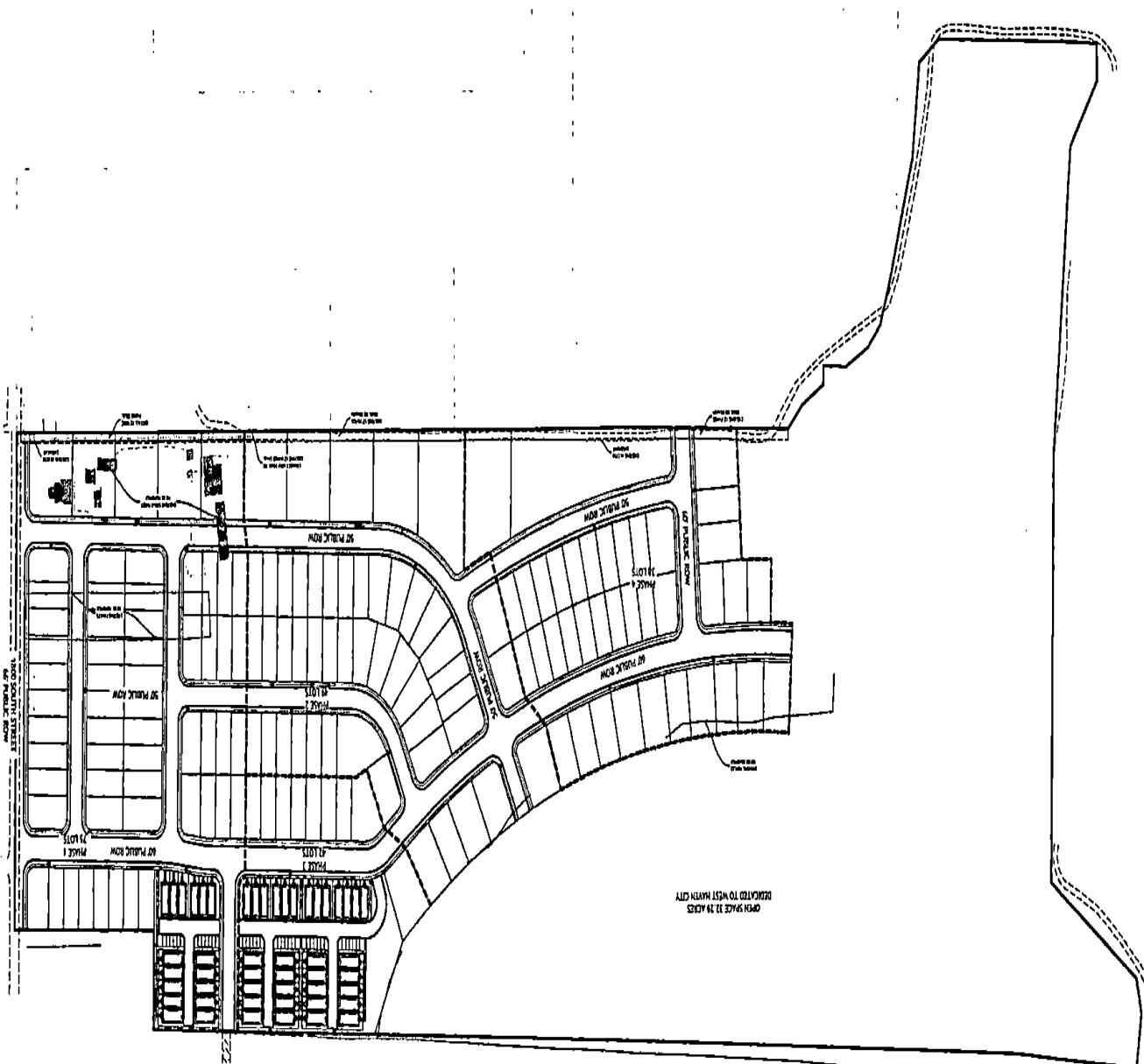
March 26, 2019
DATE

PROJECT: Haven Parkway
PREPARED BY: [Name]
CHECKED BY: [Name]
DATE: [Date]

PROJECT STATISTICS:
TOTAL PROJECT AREA: 44.77 ACRES
TOTAL LOTS: 173
TOTAL ROADWAY: 4.47 ACRES
TOTAL UTILITIES: 1.11 ACRES
TOTAL PAVED: 12.27 ACRES (27.5%)

NOTES:
1. All existing and proposed improvements shall be shown on this plan.
2. All proposed improvements shall be shown on this plan.
3. All proposed improvements shall be shown on this plan.
4. All proposed improvements shall be shown on this plan.
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17. All proposed improvements shall be shown on this plan.
18. All proposed improvements shall be shown on this plan.
19. All proposed improvements shall be shown on this plan.
20. All proposed improvements shall be shown on this plan.

EDM Partners
1000 West 12th Street, Suite 100, Fort Worth, TX 76102
(817) 251-1000
www.edmpartners.com



KA