

3526352
08243 P81-110

Return Signed
Document To:

RETURNED

APR 27 2023

Layton City Recorder
E 3526352 BK 8243 PG 81-110
437 North Wasatch Dr.
Layton, UT 84041
DAVIS COUNTY, UTAH RECORDER
4/27/2023 10:43 AM
FEE 0.00 Pgs: 30
DEP NM REC'D FOR LAYTON
CITY

PARCEL NO(S). 10-043-0043
10-043-0029

After Recording, Please Mail Filed Copy to:
Layton City Corporation
Attn: Layton City Attorney
437 North Wasatch Drive
Layton, Utah 84041

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is entered into by and between DISCOVERY DEVELOPMENT, LLC, a Utah limited liability company ("Licensee"), and LAYTON CITY CORPORATION, a Utah municipal corporation ("City"). Licensee and City may hereinafter be referred to collectively to as the "Parties" and individually as a "Party". This Agreement is also hereby received and acknowledged by JORDAN VALLEY WATER CONSERVANCY DISTRICT, a Utah local district ("JVWCD") as a third-party beneficiary.

RECITALS

WHEREAS, Licensee owns certain real property located at approximately 1800 West Gordon Avenue, Layton, Utah 84041, also known as Parcel ID No. 10-043-0043 (the "Licensee Property"), on which it intends to develop and build a series of residential and commercial buildings (the "Development"), as further described and approximately depicted in Exhibit 1, attached hereto and made a part hereof;

WHEREAS, the Development is subject to that certain Agreement for Development of Land Between Layton City and Maurice R. Barnes & Ellen N. Barnes Family Limited Partnership dated October 7, 2021, and recorded on November 30, 2021 as Entry No. 3438799 (the "Development Agreement") in the Official Records of Davis County Recorder's Office ("Official Records"), which Development Agreement was assigned, in part, to Licensee by that certain Partial Assignment and Assumption of Agreement for Development of Land dated and recorded on April 29, 2022 as Entry No. 3474021 in the Official Records;

WHEREAS, JVWCD, f/k/a Salt Lake County Water Conservancy District, owns certain real property in the vicinity of 1800 West 1000 North, Layton, Davis County, Utah, known as Parcel ID No. 10-043-0029 (the "Abutting Property"), as further described and approximately depicted in Exhibit 2, attached hereto and made a part hereof;

WHEREAS, the Abutting Property is used by JVWCD as part of its water conveyance infrastructure, including large, underground water transportation pipes;

WHEREAS, JVWCD and City are parties to that certain Trail and Access Easement

Agreement, dated March 27, 2023 (the "Easement Agreement"), a copy of which is attached hereto as Exhibit 3 and made a part hereof, wherein JWCD granted the City an easement over a portion of the surface of the Abutting Property (the "Easement Area") for the purpose of constructing, installing, operating and maintaining three (3) ten foot (10') wide public trail connections from the Development to the existing Denver & Rio Grande Western Rail Trail (the "Rail Trail"), which will serve as pedestrian access, ingress, and egress for use by Licensee and the public generally (the "Easement"), and also included certain other rights and responsibilities, as further described in the Easement Agreement;

WHEREAS, the Utah Transit Authority, a public district organized under the laws of the State of Utah ("UTA"), owns certain real property adjacent to the Abutting Property (the "UTA Property") as approximately depicted on Exhibit 4 attached hereto and made a part hereof, upon which the Rail Trail is located;

WHEREAS, the Interlocal Agreement (as defined below) grants a license to the City for the right to install, maintain, and operate three (3) certain ten foot (10') wide, ADA compliant, multi-use trail connections from that certain real property on the UTA Property between the Easement Area and the Rail Trail (collectively, the "Trail Connections"), as approximately depicted on Exhibit 5 attached hereto and made a part hereof;

WHEREAS, the use and maintenance of the Rail Trail, UTA Property, and Trail Connections are subject to that certain Interlocal Agreement Regarding the Development and Operation of a Rail to Trails Project on the UTA-Owned Denver & Rio Grande Western Railroad Corridor dated April 26, 2010 by and between UTA and City, as amended by that certain Addendum #1 to Interlocal Agreement Regarding the Development and Operation of a Rail to Trails Project on the UTA-Owned Denver & Rio Grande Western Railroad Corridor dated April 26, 2011 and that certain Addendum #2 to Interlocal Agreement Regarding the Development and Operation of a Rail to Trails Project on the UTA-Owned Denver & Rio Grande Western Railroad Corridor dated April 20, 2023 (collectively, the "Interlocal Agreement");

WHEREAS, the Licensee desires to use the Easement Area and Trail Connections to carry out the purpose of the Easement and to install the Trail Connections, for the benefit of the Development and the public in general, as identified in Exhibit 1 and Exhibit 5;

WHEREAS, it is the intent of the Parties that Licensee will, according to the terms of this Agreement, improve and maintain the Easement Area, any improvements thereupon, and maintain the Abutting Property as open space;

WHEREAS, the Parties desire to set forth the terms of such maintenance and improvement, including the responsibilities and obligations of each of the Parties; and

WHEREAS, this Agreement accurately sets forth those responsibilities and obligations.

NOW, THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Non-Exclusive License.** Subject to the Easement Agreement and Interlocal Agreement, City hereby grants the Licensee a non-exclusive license to use the Easement Area and Trail Connections for purposes of the Easement and to connect the Easement Area to the Rail Trail, according to the terms and conditions of this Agreement (the "License").
2. **Consideration.** As consideration for this License, Licensee shall pay Twelve Thousand One Hundred Fifty and 00/100 Dollars (\$12,150.00) to the City to offset the cost the City had to pay JWCD for the Easement.
3. **Obligations.** Licensee shall have the obligation to (a) install, construct, and otherwise improve the Easement Area and Trail Connections, including all landscaping and irrigation, as contemplated in the Licensee's proposed site plan, attached as Exhibit 1; (b) maintain the Easement Area (except for the actual ten foot (10') wide trail connections which shall be the responsibility of the City); and (c) maintain those unimproved areas on the Abutting Property in a manner consistent with the obligations set forth in the Development Agreement and in compliance with Section 4 hereof.
4. **Compliance.** In carrying out the obligations set forth in Section 3 above, Licensee shall (a) comply with any and all land use approvals that arise from the Development, including the Development Agreement and the Layton City Municipal Code, including the landscape maintenance ordinances set forth in Title 6 Chapter 24 of the Layton City Municipal Code ("Weeds and Refuse"), as amended; (b) take the reasonable measures to prevent the spread of noxious weeds, pests, and rodents, and to reasonably protect the Abutting Property from infestations of insects and other noxious organisms that may produce disease in plants or animals; and (c) comply with the requirements set forth in the Interlocal Agreement, including, but not limited to, compliance with the insurance coverage amounts set forth therein. Notwithstanding any language herein to the contrary, nothing in this Agreement is intended to waive or supersede local and state code. If local or state code imposes greater restrictions or requirements than what is authorized or agreed to herein, the local or state code shall control.
5. **Entry by Dominant Estate Holders.** Licensee agrees that City or JWCD may enter the Easement Area at any time for any reason, including to install or maintain improvements or property; provided, however, such installation or maintenance by City does not damage, destroy, or otherwise unreasonably interfere with the improvements made by Licensee or Licensee's and the public's use of the same. Neither JWCD nor the City shall bear any liability for any damage or adverse consequences resulting from the improvements installed by Licensee, except for such damage or consequences caused by the willful conduct or gross negligence of City or JWCD, respectively. In the event that any of the City's or JWCD's use or improvement of the Abutting Property is made more costly because of any of Licensee's improvements on or use of the Easement Area, Licensee shall pay to City or JWCD (as applicable) a reasonable amount equal to such additional cost, including both the cost of removal and the cost of replacement (e.g., if JWCD were to need to access the Easement Area to install infrastructure, such as the Wasatch Front Regional Pipeline, Licensee shall remove or pay for the cost of removal of Licensee's improvements, and after JWCD's infrastructure is installed, Licensee shall reinstall or pay for the cost of reinstallation of Licensee's improvements). Notwithstanding Section 4.13.3 of the

Development Agreement, which provides that City shall be responsible for reinstalling sections of the trail removed from any future pipeline installed in the Abutting Property, Licensee and City agree that if such future pipeline is installed in the Abutting Property, then the costs to reinstall sections of the trail removed for such related pipeline installation shall be equally shared by Licensee and City.

6. **Emergencies.** In the event of an emergency situation that requires prompt action, as determined by City or JWCD, in their reasonable discretion, City or JWCD may enter and remove the improvements or any part thereof upon the Easement Area, to the extent reasonably necessary, and bill Licensee for the reasonable costs associated therewith. Licensee hereby agrees to pay the reasonable costs of such emergency removal and to reinstall or pay for the cost of reinstalling the improvements.

7. **Scope and Use.** Licensee shall not change the grade of the Abutting Property, gate, or restrict access to the trail connections constructed in the Easement Area, except as otherwise pre-approved by the City and JWCD, in writing. The license granted herein does not include sub-surface rights, except as otherwise pre-approved by the City and JWCD, in writing. Licensee's use of Easement Area, as contemplated herein, shall not unreasonably impair, interfere, or otherwise damage JWCD's subsurface improvements, either existing or as installed in the future, including but not limited to the contemplated installation of the Wasatch Front Regional Pipeline.

8. **Successors and Assigns; Runs with the Land.** All of the provisions in this Agreement shall be and are binding upon and inure to the benefit of the successors and assigns of the Parties (including, for example, any homeowner association(s) related to the Development). All obligations of each Party under this Agreement, if more than one person or entity is the successor or assign of such Party, shall be jointly and severally binding on each such person or entity; provided, however, that Licensee shall be released from all obligations and any liability in the case of a Permitted Transfer (as defined below) or is otherwise released in writing by City. The covenants agreed to, and the restrictions imposed herein, shall continue as a servitude running in perpetuity with the Licensee Property and Abutting Property and shall survive any death or termination of any Party's existence.

9. **Assignment.** Licensee covenants and agrees that it will not assign all or any of its rights, privileges, or duties under this Agreement without the prior written approval of City and JWCD; provided, however, that Licensee may, at any time, and without the prior written consent of City or JWCD, assign all or any portion of its rights and obligations under this Agreement to one or more homeowner's associations relating to the Development (each, an "HOA" and collectively, the "HOAs") that have been properly established in compliance with all laws (the "Permitted Transfer"). As a condition to the Permitted Transfer, Licensee hereby agrees that the HOA formation or governing documents, as applicable, shall include a provision that HOA or HOAs shall maintain such Easement Area in compliance with this Agreement and that the City and JWCD shall have the ability to enforce this Agreement against the HOA or HOAs and their respective members directly, in the event such HOA or HOAs are dissolved. Any attempted assignment without such prior written approval shall be voidable at the election of the City or

JVWCD, except as to the Permitted Transfer. Licensee hereby agrees to provide notice of this Agreement to all lessees, buyers, successors, heirs, or any other temporary or permanent successors or assigns.

10. **Effective Date.** This Agreement shall take effect on the date that all Parties have signed the Agreement and JVWCD has signed the Agreement to indicate its consent to the License and this Agreement.

11. **Term and Termination.** The term of this Agreement shall begin on the Effective Date and shall be in perpetuity, unless otherwise limited or terminated (e.g., as authorized herein, by application of the Easement Agreement, or by operation of law). City may terminate this Agreement and the accompanying License, in its reasonable discretion, upon thirty (30) days' prior written notice to the Licensee. The Parties agree that in the event this Agreement is limited or terminated, the City, in its reasonable discretion, may take ownership of the Licensee's improvements.

12. **Breach.** If Licensee fails to meet its obligations herein, it shall constitute a material breach and default of this Agreement. The Parties hereby agree that in the event Licensee is in default, Licensee shall be allowed a period of thirty (30) days after delivery of written notice, within which to cure said default. If the default remains uncorrected, the City may, in its sole discretion, elect to: (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; (c) treat the Agreement as continuing and cure the underlying cause of the default and bill the Licensee the cost of such cure (including not only one-time cure efforts, but also ongoing curative efforts, such as maintenance costs), plus a default penalty fee of 20% of the costs of said cure; or (d) avail itself of any other remedy at law or equity. In the event the Licensee fails or neglects to install the improvements in accordance with this Agreement, the City may elect to correct such deficiencies and charge the Licensee for such corrections.

13. **Indemnification.** LICENSEE COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND JVWCD, AND THEIR RESPECTIVE OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND ELECTED OFFICIALS FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE CONSTRUCTION, MAINTENANCE, USE, OR EXISTENCE OF SAID IMPROVEMENTS AND/OR USES OF THE EASEMENT AREA GRANTED HEREUNDER, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE, RECKLESS MISCONDUCT, OR WILLFUL MISCONDUCT OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, ELECTED OFFICIALS, MEMBERS OF THE PUBLIC, OR INVITEES OF THE CITY; AND LICENSEE HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS.

14. **No Title.** Licensee agrees and acknowledges that this Agreement is solely for the

purpose of granting the License, as described herein, and is not a conveyance of any fee ownership of the Easement Area or the Abutting Property.

15. **Waiver.** The failure of a Party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said Party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person or party.

16. **No Joint Venture.** The provisions of this Agreement are not intended to create, nor shall they be in any way deemed, interpreted, or construed to create, a joint venture, partnership or any similar relationship between the Parties. No separate legal entity is created by this Agreement.

17. **Merger.** This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof, and any agreement hereafter made shall be ineffective to change or modify this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Parties, and is likewise approved or consented to by JWCD in writing.

18. **Governmental Immunity.** The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party. The Parties recognize and acknowledge the City is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses, or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the Utah Governmental Immunity Act, if applicable.

19. **Choice of Law; Recordation.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. This Agreement shall be recorded in the records of the County Recorder of Davis County, Utah.

20. **Professional Costs and Fees.** Each Party shall bear its own costs, expenses, and attorneys' fees in connection with the negotiation, preparation, interpretation, execution, or enforcement of this Agreement and the transactions contemplated herein.

21. **Survival.** The Parties agree that the duties and obligations related to indemnity, fees and costs, removal and restoration, or other provisions that by their nature survive termination, shall survive termination of this Agreement and continue to be binding upon and inure to the benefit of the Parties, as applicable.

22. **Third Party Beneficiaries.** Except for JWCD, 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.

23. **Authority of Signatory.** In entering into this Agreement, the Parties agree and warrant to each other as follows: (a) that they will perform their duties and obligations in a commercially reasonable and good faith manner and (b) that this commitment is being relied upon by each other Party. Each person executing this Agreement certifies that he or she is duly authorized to execute this Agreement on behalf of the Party for which he or she is signing, and that the person has the authority to bind said Party to the terms of this Agreement.

24. **Independent Provisions.** If any provision herein is held invalid or unenforceable, such a finding shall not affect the validity of the remainder of the Agreement. The Parties hereto hereby stipulate that all provisions are deemed severable and independent.

25. **Performance.** Time is of the essence of this Agreement and for the performance of each of the duties and obligations provided herein.

26. **Counterparts.** This Agreement and any originals of exhibits referred to herein may be executed in any number of duplicate originals or counterparts, each of which (when the original signatures are affixed together with the applicable acknowledgment) shall be an original but all of which shall constitute one and the same instrument.

27. **Miscellaneous.** The section or paragraph and other headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any of the provisions of this Agreement. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof. Further, the masculine gender shall include the female gender and neuter, and vice versa. The recital paragraphs set forth above are expressly incorporated in this Agreement by this reference. This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against either Party. Each Party represents that it has had or has been advised to have the representation of its legal counsel in connection with the preparation of this Agreement. The words "hereof," "hereto," "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References herein to sections, paragraphs, or exhibits shall be construed as references to sections, paragraphs, and exhibits of this Agreement unless the context otherwise requires.

28. **Notice.** Any notice given hereunder shall be deemed to have been given as of the date delivered or mailed (via certified mail, postage prepaid, return receipt requested) to the other Party and addressed to the following:

Licensee: Discovery Development, LLC
Attn: Scott Lalli, President
67 South Main Street #300
Layton, UT 84041

City: City Manager and Legal Department
Layton City Corporation

437 N. Wasatch Drive
Layton, UT 84041

JVWCD: Jordan Valley Water Conservancy District
Attn: Property Manager
8215 South 1300 West
West Jordan, UT 84088

Each Party shall have the right to specify in writing another name or address to which subsequent notices to such Party shall be given.

[Signature Pages to Follow]

LICENSEE:

DISCOVERY DEVELOPMENT, LLC,
a Utah limited liability company

By: [Signature]
Name: Courtney Palmer
Its: LLC

STATE OF UTAH)
 : ss.
COUNTY OF Davis)

On this 15 day of February, 2023, personally appeared before me Courtney Palmer, who duly acknowledged to me that he/she is the CFO of Discovery Development, LLC and that the document was signed by him/her in behalf of said limited liability company and acknowledged to me that said limited liability company executed the same.



[Signature]
NOTARY PUBLIC

CITY:

LAYTON CITY CORPORATION,
a Utah municipal corporation

Joy Petro
JOY PETRO, MAYOR

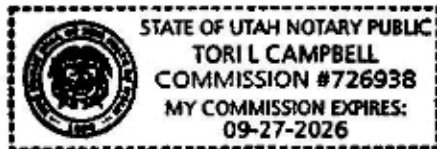


ATTEST:

Kimberly S Read
KIMBERLY S READ, CITY RECORDER

STATE OF UTAH)
 : SS.
COUNTY OF DAVIS)

On the 7th day of March, 2023, personally appeared before me JOY PETRO, who duly acknowledged to me that she is the MAYOR of LAYTON CITY, and that the document was signed by her in behalf of said corporation.



Tori L Campbell
NOTARY PUBLIC

Approved as to Form

Gary Crane
GARY CRANE, CITY ATTORNEY

[Signature] 2-21-23
Parks & Recreations Director Date

ACKNOWLEDGMENT AND CONSENT BY JWCD

JVWCD hereby acknowledges, agrees, and otherwise consents to (a) the foregoing "License" of the Easement to Licensee in accordance with Section 7(b) of the Easement Agreement, and (b) the other terms and conditions in the foregoing Agreement. Any terms used or not otherwise defined herein, shall have the meaning ascribed to such term in the foregoing License Agreement.

JVWCD:

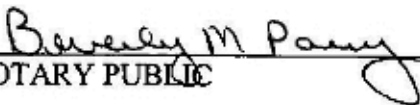
JORDAN VALLEY WATER CONSERVANCY DISTRICT,
a Utah local district



Corey L. Rushton
Chair of the Board of Trustees

STATE OF UTAH)
 : ss.
COUNTY OF Davis)

On this 6th day of March, 2023, personally appeared before me Corey L. Rushton, who duly acknowledged to me that he/she is the _____ Chair of the Board of Trustees for the Jordan Valley Water Conservancy District and that the document was signed by him/her in behalf of said entity and acknowledged to me that said entity received and acknowledged the same.



NOTARY PUBLIC



EXHIBIT 1

Legal Description and Depiction of the Property and Development

EXHIBIT 2

Legal Description and Depiction of the Abutting Property

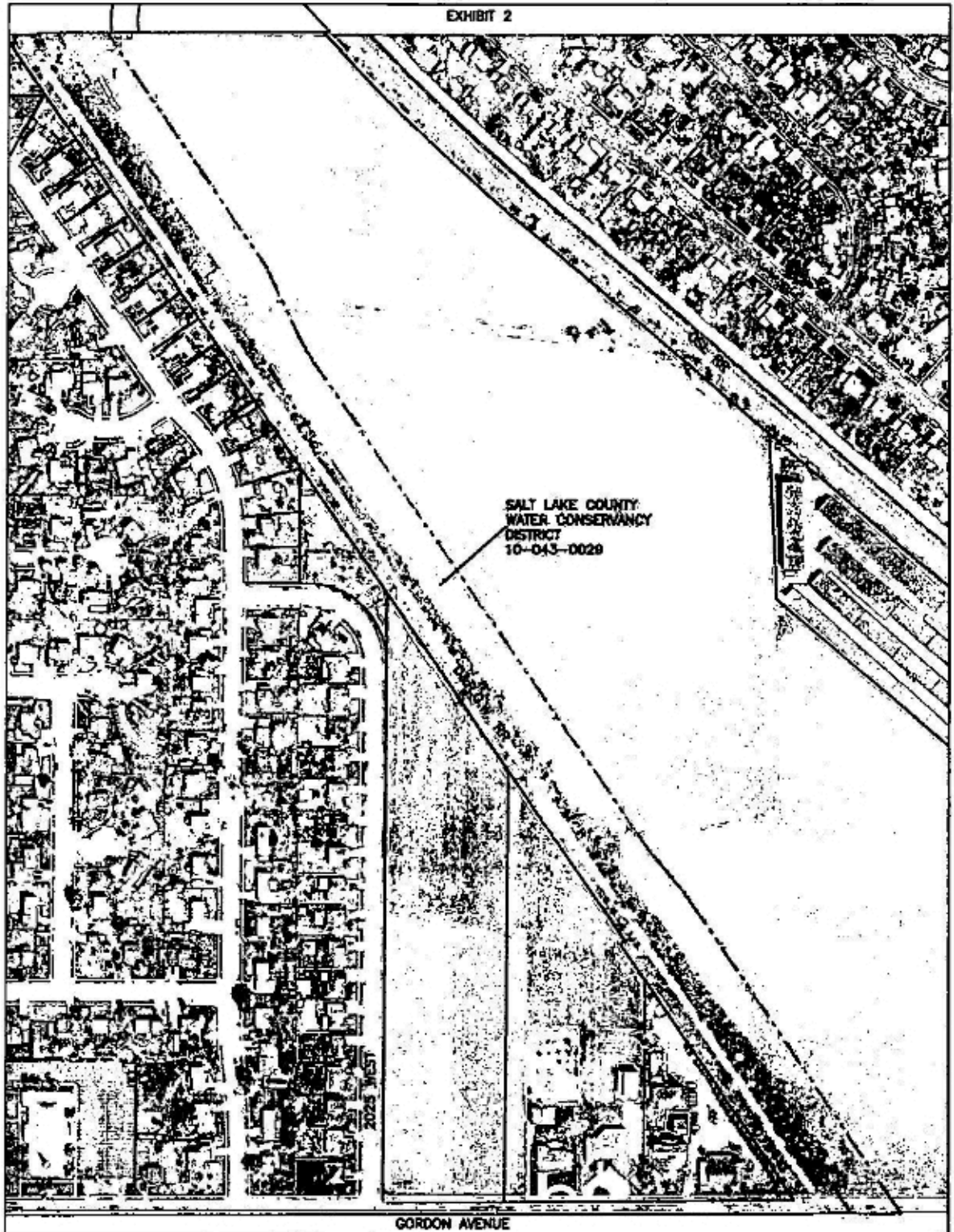


EXHIBIT 2

PARCEL 10-043-0029

BEGINNING ON THE EASTERLY R/W LINE OF THE D&RGW RAILROAD AT A POINT THAT IS N 89°50'40" E ALONG THE SECTION LINE (BASIS OF BEARING) 2075.79 FEET FROM THE DAVIS COUNTY BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 18-T4N-R1W, SLM; SAID MONUMENT BEARING BEING S 89°50'40" W 2639.89 FEET FROM THE DAVIS COUNTY BRASS CAP MONUMENT AT THE S 1/4 CORNER OF SAID SECTION 18, SAID POINT OF BEGINNING ALSO BEING 45.00 FEET PERPENDICULAR DISTANT EASTERLY FROM THE CENTERLINE OF THE MAIN TRACK OF SAID RAILROAD; & RUN THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE AS CONVEYED BY DEED RECORDED 10/26/1883, E# 2974 BK H PG 250 & BY DEED RECORDED 05/29/1903 E# 9807 BK T PG 39 OFFICIAL RECORDS OF DAVIS COUNTY, ON THE FOLLOWING 5 COURSES: (1) N 34°42'46" W 735.99 FT (2) S 55°17'14" W 12.00 FT (3) N 34°42'46" W 1810.96 FT (4) N 55°17'14" E 33.00 FT & (5) N 34°42'46" W 642.15 FT TO A POINT ON THE EAST-WEST 1/4 SEC LINE OF SAID SECTION 18 AT A POINT THAT IS N 89°45'09" E 268.46 FEET FROM THE DAVIS COUNTY BRASS CAP MONUMENT AT THE WEST 1/4 CORNER OF SAID SECTION 18; THENCE ALONG SAID 1/4 SECTION LINE N 89°45'09" E 114.74 FT; THENCE S 34°32'22" E 637.32 FT; THENCE S 25°20'23" E 201.54 FT; THENCE S 34°42'00" E 1362.86 FT; THENCE S 40°20'38" E 122.02 FT; THENCE S 34°42'00" E 867.31 FT TO A POINT ON THE SOUTH LINE OF SAID SECTION 18; THENCE ALONG SAID SECTION LINE S 89°50'40" W 112.10 FT TO THE POINT OF BEGINNING. CONT. 6.95 ACRES

EXHIBIT 3

Copy of the Easement Agreement

[Attachment Follows]

~~WHEN RECORDED MAIL TO:
Jordan Valley Water
Conservancy District
Attn: Property Manager
8245 South 1300 West
West Jordan, UT 84068~~

Return Signed
Document To:
Layton City Recorder
437 N. Wasatch Dr.
Layton, UT 84041

[PARCEL ID #10-043-0029]

TRAIL AND ACCESS EASEMENT AGREEMENT

This Agreement is entered into as of the 27 day of March, 2023, (the "Effective Date"), between Jordan Valley Water Conservancy District, a Utah local district ("Grantor"), and Layton City Corporation, a Utah municipality ("Grantee").

RECITALS:

- A. Grantor owns real property in the vicinity of 1800 West 1000 North, Layton, Davis County, Utah ("Property"). The Property is described in attached Exhibit 1;
- B. Grantee desires to obtain from Grantor, and Grantor is willing to grant to Grantee, a perpetual easement and right-of-way in, on, over, across, and through the lands of Grantor, consistent with the terms set forth in this Agreement.

TERMS:

The parties agree as follows:

1. Grantor hereby grants to Grantee a permanent easement and right-of-way (collectively, the "Easement"), in, on, over, across, and through the lands of Grantor for vehicular and pedestrian access, ingress, and egress to and from adjacent property, for the purposes of constructing, installing, operating, and maintaining three (3) public trail connections to the existing Denver and Rio Grande Western Rail Trail (collectively, the "Encroachments"). The Easement does not and shall not include sub-surface rights, except as otherwise pre-approved by Grantor, in writing. The Easement is described in attached Exhibit 2.

2. In consideration for this Easement, Grantee hereby agrees to:

(a) Continuously maintain the Property, including all portions within the Easement, as well as the portions of Grantor's Property located outside of the Easement as described in Exhibit 1, in accordance with the Layton City landscape maintenance ordinances, including those in Title 6 Chapter 24 of the Layton City Municipal Code ("Weeds and Refuse"), as amended. Grantee shall also take the reasonable measures to prevent the spread of all noxious weeds, pests and rodents, and to protect the Property from infestations of insects and other noxious organisms that may produce disease in plants or animals.

(b) Provide Grantor with access through the adjacent public right-of-way situated in the southwest corner of the Property, otherwise known as Layton Crossing Parkway, for purposes of constructing the future Wasatch Front Regional Pipeline.

(c) When the future pipeline is installed within the Grantor's property, Grantor shall not be responsible to reinstall the sections of trail removed during construction. The reconstruction of the trail connections shall be the responsibility of the Grantee or its Assignee.

3. The term of the Easement shall begin on the Effective Date and shall be perpetual.

4. (a) The Easement is not exclusive, and Grantor reserves the right to use, occupy, and cross the Easement for all purposes not inconsistent with the rights granted to Grantee under this Agreement.

(b) Grantor may grant to others a right-of-way and/or easement in, on, under, across, or through the Easement.

5. Grantor and Grantee (collectively, the "Party") shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence, reckless misconduct, or willful misconduct of the indemnifying Party, its employees, contractors, or agents, except to the extent such claims or damages may be due to or caused by the negligence, reckless misconduct, or willful misconduct of the other Party, or its employees, contractors, or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and

without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

6. Unless this Agreement is terminated pursuant to the provisions contained herein, within ninety (90) days from the Execution Date, Grantee, or Grantee's designee shall pay the sum of Twelve Thousand One Hundred Fifty and 00/100 Dollars (\$12,150.00) to Grantor as consideration for this Agreement.

7. (a) Grantor may assign this Agreement and/or any of its rights or obligations under this Agreement.

(b) Grantee shall not assign this Agreement, any of its rights or obligations under this Agreement, or the Easement granted it by this Agreement, without the prior written consent of Grantor.

(c) Grantee shall not grant to any third party any easement, license, right-of-way, or other interest within the Easement without the prior written consent of Grantor.

8. This Agreement may be amended only by written instrument executed by all parties.

9. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations, or agreements of the parties regarding the subject matter in this document.

10. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.

11. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

12. Any party may record this Agreement.

13. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment or agency relationship.

14. The Parties recognize and acknowledge that the Grantee is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses, or provisions provided therein. Notwithstanding any provision herein to the contrary, the Grantee shall in no way be liable or responsible for any loss or damage to property, or any injury to or death of any person that may arise from services covered by this Agreement; Grantee shall be liable only for its own conduct, subject to and without waiving any defenses, including limitation of damages, provided for in the Governmental Immunity Act of Utah (Utah Code Ann. 63G-7-101, et. seq.) or successor provision.

15. Grantee may rescind this Agreement and the accompanying Easement, for any reason, in its sole discretion, within ninety (90) days of the Effective Date, upon written notice to the Grantor, such that the Parties shall be restored to the same, or nearly the same, status as they were in prior to entering the Agreement. Moreover, Grantee may terminate this Agreement and the accompanying Easement, for any reason, in its sole discretion, upon thirty (30) days' written notice to the Grantor. Upon such termination, Grantee shall remove the Encroachments at its own expense, and shall restore the

Easement to the same, or nearly the same, condition as it was in prior to entering the Agreement.

[SIGNATURE PAGES TO FOLLOW]

Grantor:

Jordan Valley Water Conservancy District

Dated: 27 MARCH 2023

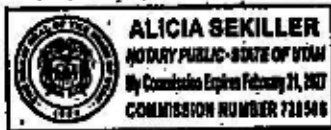
By: 
Corey L. Rushton
Chair of the Board of Trustees

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

The foregoing instrument was acknowledged before me this 27 day of march, 2023, by Corey L. Rushton as Chair of the Board of Trustees of the Jordan Valley Water Conservancy District.

Commission expires: 02/21/2027


NOTARY PUBLIC
Residing in Utah





Grantee
Layton City

Dated: March 7, 2023

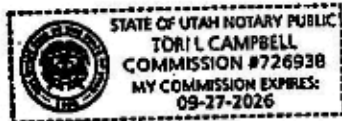
Joy Petro
JOY PETRO, Mayor

ATTEST:

Kimberly Sread
KIMBERLY SREAD, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 7th day of March, 2023, personally appeared before me JOY PETRO, who duly acknowledged to me that she is the MAYOR of LAYTON CITY, and that the document was signed by her in behalf of said corporation, and JOY PETRO acknowledged to me that said corporation executed the same.



Tori L. Campbell
NOTARY PUBLIC

Approved as to Form:

David Price
David Price, Parks and Recreation

Gary Crane
Gary Crane, Legal Department

EXHIBIT 1
DESCRIPTION OF PROPERTY

Beginning on the Easterly right of way line of the D&RGW Railroad at a point that is $N89^{\circ}50'40''E$ along the section line (basis of bearing) 2075.79 feet from the Davis County brass cap monument at the Southwest corner of Section 18, Township 4 North, Range 1 West, Salt Lake Base and Meridian, said monument bearing $S89^{\circ}50'40''W$ 2639.89 feet from the Davis County brass cap monument at the South Quarter corner of said Section 18, said point of beginning also being 45.00 feet perpendicularly distant Easterly from the centerline of the main track of said Railroad, and running thence along said Railroad right of way line as conveyed by Deed recorded October 26, 1883 as Entry No. 2974 in Book H at Page 250 and by Deed recorded May 29, 1903 as Entry No. 9807 in Book T at Page 39 of the Official Records of Davis County, Utah on the following five courses: (1) $N34^{\circ}42'46''W$ 735.99 feet, (2) $S55^{\circ}17'14''W$ 12.00 feet, (3) $N34^{\circ}42'46''W$ 1826.96 feet, (4) $N55^{\circ}17'14''E$ 33.00 feet, and (5) $N34^{\circ}42'46''W$ 626.15 feet to a point on the E-W quarter-section line of said Section 18 at a point that is $N89^{\circ}45'09''E$ 268.46 feet from the Davis County brass cap monument at the West Quarter corner of said Section 18; thence along said quarter-section line $N89^{\circ}45'09''E$ 114.74 feet; thence $S34^{\circ}32'22''E$ 637.32 feet; thence $S25^{\circ}20'23''E$ 201.54 feet; thence $S34^{\circ}42'00''E$ 1362.86 feet; thence $S40^{\circ}20'38''E$ 122.02 feet; thence $S34^{\circ}42'00''E$ 867.31 feet to a point on the South line of said Section 18; thence along said section line $S89^{\circ}50'40''W$ 112.10 feet to the point of beginning.

Contains 6.9629 acres.

Text and Action Agreement, Party of Signature

EXHIBIT 2
DESCRIPTION OF EASEMENT

Parcels of land, situate in the Southwest Quarter of Section 18, Township 4 North, Range 1 West, Salt Lake Base and Meridian, said parcels located in Layton City, Davis County, Utah, being more particularly described as follows:

NORTH TRAIL ACCESS

Beginning at a point being South 89°50'40" West 1709.23 feet along the South line of Section 18 (NAD83 Bearing North 89°48'38" East between the Southwest Quarter and the South Quarter of said Section 18 per the Davis County Township Reference Plat) and North 00°09'20" West 1641.33 feet from the South Quarter Corner of said Section 18 and running;

thence North 34°42'10" West 20.00 feet;
thence North 55°18'00" East 92.80 feet;
thence South 34°41'30" East 20.00 feet;
thence South 55°18'00" West 92.79 feet to the Point of Beginning.

Contains: 1,856 square feet or 0.043 acres.

CENTER TRAIL ACCESS

Beginning at a point being South 89°50'40" West 1332.74 feet along the South line of Section 18 (NAD83 Bearing North 89°48'38" East between the Southwest Quarter and the South Quarter of said Section 18 per the Davis County Township Reference Plat) and North 00°09'20" West 1094.70 feet from the South Quarter Corner of said Section 18 and running;

thence North 34°42'18" West 20.00 feet;
thence North 55°18'00" East 92.65 feet;
thence South 34°42'00" East 20.00 feet;
thence South 55°18'00" West 92.65 feet to the Point of Beginning.

Contains: 1,853 square feet or 0.043 acres.

Trail and Access Agreement (Ready for Signature)

SOUTH TRAIL ACCESS

Beginning at a point being South 89°50'40" West 1109.50 feet along the South line of Section 18 (NAD83 Bearing North 89°48'38" East between the Southwest Quarter and the South Quarter of said Section 18 per the Davis County Township Reference Plat) and North 00°09'20" West 770.58 feet from the South Quarter Corner of said Section 18 and running;

thence North 34°42'14" West 20.00 feet;
thence North 55°18'00" East 92.56 feet;
thence South 34°42'00" East 20.00 feet;
thence South 55°18'00" West 92.56 feet to the Point of Beginning.

Contains: 1,851 square feet or 0.042 acres.

Trail and Access Agreement (Ready for Signature)

EXHIBIT 4

Depiction of the UTA Property



EXHIBIT 5

Depiction of the Easement Area and Trail Connections

The Easement Area is identified below as the North, Center, and South "Public Trail and Access Description" and the Trail Connections are identified as the North, Center, and South "UTA Public Trail and Access Description" as follows:

