

UNITED STATES DEPARTMENT OF AGRICULTURE  
Farmers Home Administration

LEGAL SERVICES AGREEMENT

This agreement made this 10th day of April,  
19 74 between Mantua Town, a municipal corporation  
(sponsors) (organizing committee) (Name of organization)  
hereinafter referred to as "Owners," and O. Dee Lund,  
attorney at law, of Brigham City, Utah, hereinafter referred  
to as "Attorney":

WHEREAS, Owners are ~~intending to form~~ (have formed)  
"public water supply

The Town Board President and members of Mantua Town, a  
district, "public service district, "not for profit corporation, " or  
municipal corporation, a (body politic, "municipal  
other official designation) corporation, "nonprofit corporation, " or other organization) in

Box Elder County State of Utah,  
under the provisions of the Statutes of the State of Utah  
(Cite statute(s) under which applicant will be  
organized); and

WHEREAS, the Attorney agrees to perform all legal services  
necessary to ~~organize and incorporate said~~ under the provisions of

~~said statute and to pay for all other customary legal services~~  
~~necessary to the organization, financing, construction, and initial~~  
operation of a culinary water system;

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - LEGAL SERVICES

That the Attorney will perform such services as are necessary to accomplish the above recited objectives including, but not limited to, the following:

1. Preparation and filing of petition for incorporation and supervision and assistance in the taking of such other actions as may be necessary or incidental to cause the Owners to become duly organized and incorporated and to be authorized to undertake the proposed system.
2. Furnish advice and assistance to the governing body of the duly incorporated association in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction and initial operation of the system; (d) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed in the conduct of such bond elections as may be necessary; (e) the preparation and completion of such bonds or other obligations as may be necessary to finance the system; (f) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through the Farmers Home Administration, U. S. Department of Agriculture; (g) entering into construction contracts; (h) preparation and adoption of By-Laws, Rules and Regulations, and rate schedules; (i) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the system.

3. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.
4. Preparation, negotiation, or review of contract with a city or other source of water supply when necessary.
5. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for source of water supply, pumping stations, treatment plants, and other facilities necessary to the system and to provide continuous rights-of-way therefor; rendering title opinions with reference thereto; and providing for the recordation thereof.
6. Obtain necessary permits and certificates from county and municipal bodies, from State regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings, and the like.
7. Cooperate with the engineer employed by Owners in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other instruments.
8. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the system. Where bond counsel is retained, the Attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of the Owner's obligations.

#### SECTION B - COMPENSATION

1. Owners will pay to the Attorney for professional services rendered in accordance herewith, fees as follows: An hourly fee of \$20.00 per hour for all consultations and office work, with a retainer of \$250.00 to be credited toward the total fee. (It is understood that the legal fees charged by the bonding counsel shall be over and above the fees provided herein)

Said fees to be payable in the following manner and at the following times: Said fees to be paid as billed. All filing fees, costs of publication and other expenses to be billed to and paid directly by the Town and any court appearances, if the same become necessary, to be billed separately.

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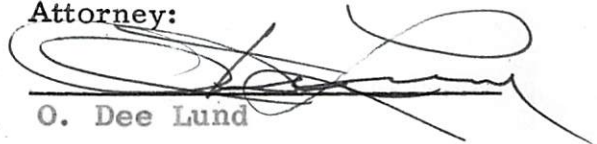
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SECTION C - OTHER PROVISIONS NOT APPLICABLE

1. That upon organization and incorporation the association shall by appropriate resolution adopt and ratify this Agreement, that the association shall be substituted for the individual Owners as a party to this Agreement, and that the Owners as individuals shall thereupon be relieved of all personal liability existing or arising from this Agreement.
2. That upon organization and incorporation should the association fail or refuse to adopt and ratify this Agreement by appropriate resolution within \_\_\_\_\_ days from the date of the commencement of its legal existence, this Agreement shall terminate and Owners shall be liable to the Attorney for payment of \$ \_\_\_\_\_, which sum represents payment in full for the organization and incorporation of the association and for all other legal services rendered to Owners under the terms of this Agreement to the date of said termination.

Attorney:

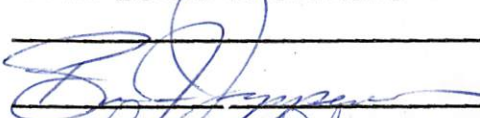
  
\_\_\_\_\_  
O. Dee Lund

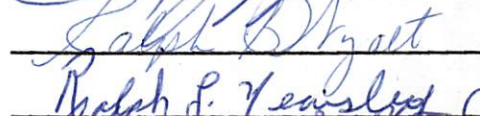
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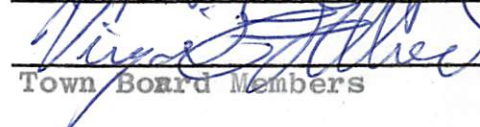
  
\_\_\_\_\_  
Howard N. Hansen,  
Town Clerk

Owners:

  
\_\_\_\_\_  
Darwin Hallig  
Town Board President

  
\_\_\_\_\_  
Ralph B. Dyott

  
\_\_\_\_\_  
Ralph S. Yearley

  
\_\_\_\_\_  
Virgil A. Albee  
Town Board Members