

WHEN RECORDED MAIL TO:  
Jordan Valley Water Conservancy District  
Attn: Property Manager  
8215 South 1300 West  
West Jordan, UT 84088

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03/16/2017 01:17 PM \$0.00  
Book - 10538 Pg - 5957-5968  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
JORDAN VALLEY WATER  
CONSERVANCY DISTRICT  
8215 S 1300 W  
WEST JORDAN UT 84088  
BY: SRP, DEPUTY - WI 12 P.

[PARCEL ID # 33-17-200-004  
33-17-200-015]

### PIPELINE AGREEMENT

This Agreement is made as of this 15<sup>th</sup> day of MARCH, 2017  
(the "Effective Date"), between Jordan Valley Water Conservancy District, formerly known  
as Salt Lake County Water Conservancy District, a water conservancy district organized  
under the laws of the State of Utah ("Grantor"), and South Valley Sewer District, a County  
improvement district organized under the laws of the State of Utah ("Grantee").

#### RECITALS:

- A. Grantee intends to install one (1) sewer pipeline and associated sewer system equipment and facilities (collectively referred to as "Pipelines") within the lands of Grantor; and,
- B. Grantee desires to obtain from Grantor, and Grantor is willing to grant to Grantee, a non-exclusive, perpetual underground Pipelines easement, together with a right-of-way in, on, over, across, and through the lands of Grantor, and a temporary construction easement, consistent with the terms set forth in this Agreement.

TERMS:

The parties agree as follows:

1. (a) Grantor hereby grants to Grantee a non-exclusive, permanent easement in, on, under, across, and through the lands of Grantor for the conveyance of sewage water to and from adjacent property and for the construction, installation, operation, maintenance, repair, inspection, removal, and replacement of the Pipelines. The easement is described in attached Exhibit 1 and is referred to as the "Easement Property."

(b) Grantor hereby grants to Grantee a non-exclusive, permanent right-of-way in, on, over, across, and through the Easement Property for vehicular and pedestrian access, ingress, and egress associated with Grantee's construction, installation, operation, maintenance, repair, inspection, removal, and replacement of the Pipelines. The description of the right-of-way is identical to the description of the Easement Property in Exhibit 1.

(c) Grantor hereby grants to Grantee a non-exclusive, temporary easement on, over, across, and through the lands of Grantor for the staging, mobilization, and construction of Grantee's Pipelines. The temporary easement is described on Exhibit 1 and is referred to as the "Temporary Easement Property." The term of the temporary easement shall begin on the Effective Date and it shall expire on December 31, 2017, without further notice or condition.

(d) Neither the easements nor the right-of-way is exclusive, and the District reserves the right to use, occupy, and cross the easements and the right-of-way.

(e) Grantee shall not construct, install, or maintain driveway improvements in, on, over, across, or through the easements and/or the right-of-way.

(f) Grantee shall not place, install, or build anything on the surface of the easements and/or the right-of-way.

(g) Grantor may grant to others a right-of-way or easement in, on, under, across, or through the easements and/or the right-of-way, and Grantor reserves the right to occupy, use, cross, or travel upon, on, under, across, or through the easements and/or the right-of-way.

2. During initial construction and installation of the Pipelines, Grantee shall segregate all top soil material from other landfill material removed or disturbed in the construction area. Within thirty (30) days from the date of completion of Grantee's successful, final testing of the Pipelines, Grantee, at its sole expense, shall refill all excavations made by Grantee, grade and replace soil within the Easement Property, and otherwise restore the land as near as reasonably possible to its pre-construction condition.

3. Any damage caused by Grantee to Grantor's land resulting from the construction, installation, operation, maintenance, repair, inspection, removal, and replacement of Grantee's Pipelines shall be repaired promptly by Grantee, at its expense, as near as reasonably possible to its pre-construction condition.

4. Grantee, at its sole expense, shall promptly repair and/or replace fencing which is damaged or disturbed by Grantee (or its agents or contractors).

5. (a) Grantor shall have and maintain the right to occupy and use the surface of the Easement Property and the Temporary Easement Property.

(b) Grantor shall not build, install, allow or otherwise place upon the Easement Property any permanent structure, including but not limited to buildings or

masonry fences, which interferes with Grantee's use of the right-of-way and/or easements granted under this Agreement or otherwise violates the terms of this Agreement.

(c) Grantor may cross or cover the Easement Property with sidewalks, curbs and gutters, asphalt roadways, driveways, or other similar improvements.

(d) If the construction, installation, operation, maintenance, repair, replacement or inspection of any structures, equipment, facilities or pipeline(s) of Grantor located, or to be located, in the Easement Property should be made more expensive by reason of Grantee's Pipelines or the activities of Grantee, Grantee shall pay to Grantor the full amount of such additional expense upon receipt of an itemized statement.

(e) During any construction, maintenance, repair, replacement, or inspection by Grantor of its facilities, Grantee agrees to cooperate reasonably with Grantor (which may include but not be limited to relocating the Pipelines at Grantee's sole expense), to avoid conflict between the Pipelines and Grantor's facilities.

6. Grantee shall not have any right to grant to any third party any easement, right-of-way or other property interest within the Easement Property and/or the Temporary Easement Property.

7. Grantee shall:

(a) Indemnify, defend and hold harmless Grantor, its agents, employees, officers, trustees, assigns and successors from and against all claims, demands, causes of action, liability or judgment of any kind, including attorney's fees and costs, which directly or indirectly arise from the negligence of Grantee, or its agent(s) or contractor(s), or from the existence, construction, installation, operation, maintenance, repair, replacement, condition, use or presence of the Pipelines;

(b) Release Grantor and its agents, employees, officers, trustees, assigns and successors, from liability for all loss or damage of every description or kind whatsoever which may be attributable to Grantee's construction, installation, operation, maintenance, inspection, repair and replacement of the Pipelines, provided the loss or damage was not due solely to the negligence of Grantor; and,

(c) Hereby acknowledge that it accesses and uses the Easement Property and the Temporary Easement Property at its risk and hazard and, without limiting the generality of the foregoing, Grantee agrees that Grantor shall not be responsible for any harm, damage or injury that may be suffered or incurred by Grantee, its agents, employees, contractors, licensees, guests or invitees associated with the use or condition of the Easement Property or the Temporary Easement Property, except to the extent the harm, damage or injury was caused by the reckless or intentional misconduct of Grantor.

8. (a) Grantee acknowledges that the easements and the right-of-way will be situated within a secured site. Accordingly, Grantor has adopted, and may amend periodically, security guidelines (the "Security Guidelines"). Grantee hereby acknowledges receipt of a copy of the Security Guidelines, as set forth in attached Exhibit 2, and hereby agrees that it has read them, that it understands them, and that it shall be bound by them. Grantee further agrees to be bound by all amendments made periodically by Grantor to the Security Guidelines upon receipt of written notice of those amendments.

(b) Grantor shall install and maintain, at Grantee's expense, such gate(s) as Grantor deems reasonably necessary for Grantee's access to the Easement Property. The placement, configuration, and security devices for the gate(s) are left to the sole

discretion of Grantor. Grantee shall keep the gate(s) closed and locked, except when entering and leaving the Easement Property.

(c) Grantee shall not duplicate any of the gate keys furnished by Grantor to Grantee without Grantor's prior written consent. Keys will be given only to those persons designated by Grantee in writing to Grantor who have need to enter the Easement Property for construction, maintenance, security, or inspection. Grantor may change the locks on all gate(s) to the Easement Property and replace the keys furnished to Grantee when necessary, as determined by Grantor. Grantor may charge Grantee the cost of key duplication.

9. Within forty-five (45) days from the Effective Date, Grantee shall pay the sum of Fifteen Thousand Two Hundred Fifty and 00/100 Dollars (\$15,250.00) to Grantor as consideration for this Agreement.

10. Grantee may not assign this Agreement, any of its rights under this Agreement, and/or the right-of-way and/or easements granted it by this Agreement. Grantor may assign this Agreement.

11. This Agreement may be amended only by written instrument executed by both parties.

12. All of the grants, covenants, terms, provisions, and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns, if any, of the parties.

13. 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.

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

15. 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.

16. Any party may record this Agreement.

"Grantor":

Jordan Valley Water Conservancy District

By: Corey Reuliter

Its: Chair of the Board

"Grantee":

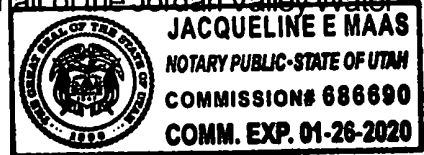
South Valley Sewer District

By: [Signature]

Its: General Manager

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

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March 2017, by Corey Rushton as Chair of the Jordan Valley Water Conservancy District.



Commission expires: 1-26-2020

Jacqueline E. Maas  
NOTARY PUBLIC  
Residing in Murray, UT

STATE OF UTAH )  
 ) :ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, by Craig White as General Manager of South Valley Sewer District.

Commission expires: 5-30-17

Annette Beggs  
NOTARY PUBLIC  
Residing in Bluffdale, UT



EXHIBIT 1

DESCRIPTION OF THE EASEMENT PROPERTY

A STRIP OF LAND FOR PURPOSES OF A SANITARY SEWER EASEMENT AT THE UNIFORM WIDTH OF 15.00 FEET, SAID STRIP IS TO COMMENCE AT THE WESTERLY SIDE OF THE GRANTORS LAND, AND TO BE LENGTHENED AS NECESSARY SO AS TO TERMINATE AT THE SOUTHWESTERLY SIDELINE OF THE WELBY JACOB CANAL, THE NORTH SIDELINE OF SAID EASEMENT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°25'56" EAST, ALONG THE SECTION LINE COMMON WITH SECTIONS 8 AND 17, A DISTANCE OF 1315.59, TO THE NORTHWEST CORNER OF THE GRANTORS LAND, AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE NORTH 89°25'56" EAST, A DISTANCE OF 611.94 FEET, MORE OR LESS, TO THE SOUTHWESTERLY SIDELINE OF SAID WELBY JACOB CANAL, AND THE TERMINUS OF THIS DESCRIPTION.

TOGETHER WITH A TWENTY FOOT TEMPORARY CONSTRUCTION EASEMENT IMMEDIATELY PARALLEL AND ADJACENT TO THE SOUTHERN LINE OF THE PERMANENT EASEMENT. SAID TEMPORARY CONSTRUCTION TO EXPIRE AT THE END OF CONSTRUCTION OF THE SEWER LINE.

TOGETHER WITH:

A UNIFORM STRIP OF LAND OVER AND THROUGH A PARCEL(S) OF THE GRANTORS' LAND TEN (10) FEET WIDE, SAID STRIP EXTENDING TEN (10) FEET ON THE SOUTH SIDE OF A LINE OF REFERENCE AND PROJECTION THEREOF, THE SIDELINES OF WHICH ARE TO BE LENGTHENED OR SHORTENED TO MEET THE EDGE OF THE CANAL RIGHT OF WAY, FOR THE PURPOSES OF CONSTRUCTING AND MAINTAINING A SANITARY SEWER LINE FOR SOUTH VALLEY SEWER DISTRICT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE ALONG THE GRANTOR'S NORTH PROPERTY LINE SOUTH 89°12'25" WEST 660 FEET TO THE TERMINUS OF THIS DESCRIPTION.

TOGETHER WITH A TWENTY FOOT TEMPORARY CONSTRUCTION EASEMENT IMMEDIATELY PARALLEL AND ADJACENT TO THE SOUTHERN LINE OF THE PERMANENT EASEMENT. SAID TEMPORARY CONSTRUCTION TO EXPIRE AT THE END OF CONSTRUCTION OF THE SEWER LINE.

## EXHIBIT 2

### SECURITY GUIDELINES

1. The Company shall provide to the District the following information for each employee, subcontractor, and/or consultant of the Company (each referred to as a "Representative") accessing the Premises:
  - (a) Full name;
  - (b) Photocopy of both sides of valid driver's license or state identification card;
  - (c) Date of hire;
  - (d) Job description;
  - (e) Employee number and/or identification badge number;
  - (f) A digital photograph of the Representative; and,
  - (g) License number of each vehicle operated on the Premises by the Representative.
2. While on the Premises, each Representative shall wear and display a non-transferable, numbered identification badge provided either by the District or by the Company.
3. The Company shall:
  - (a) Twenty-four (24) hours in advance, notify the District's Control Center of intended access to the leased site. If accessing a leased site at the District's Treatment Plant, twenty-four (24) hour advance notification also is required. Telephone numbers for notification requirements are provided in paragraph 5(b), below.
  - (b) Daily, notify the District's Control Center prior to arrival at the leased site, or notify the Plant Receptionist or Plant Operator if at the District's Treatment Plant. If the Company's employees are to be escorted onto the site, one (1) hour notification is required. Telephone numbers for notification requirements are provided in paragraph 5(b), below.
  - (c) Daily, the Company's Representative(s) is/are required to sign-in with the Plant Receptionist at JWTP or the Plant Operator at SERWTP for accessing the leased site on Treatment Plant Property.

- (d) Daily, notify the District's Control Center of departure from a leased site, or notify the Plant Receptionist or Plant Operator if at the District's Treatment Plant.
  - (e) Provide schedule for work, include dates and work hours.
  - (f) Report any suspicious activities/persons immediately.
  - (g) Close and lock all gates upon departure.
  - (h) Do not allow unauthorized persons onto the Premises.
  - (i) No one shall duplicate or alter identification badges provided by the District. For additional identification badges, please contact the Security/Emergency Response Coordinator, the District's Property Manager, or the Facilities Maintenance Manager. If any identification badges issued by the District are lost, the District must be notified immediately.
  - (j) The District, at its discretion, may routinely verify compliance with security procedures and/or guidelines. Violators may be asked to leave the Premises until the District determines re-entry is appropriate.
4. The District operates and maintains security equipment on the Premises. The Company shall not remove, disable, damage, or interfere with the District's security equipment.
- (a) Security equipment is not limited to cameras, motion sensors, intrusion sensors, locks, gates, fencing, or lighting.
  - (b) The Company shall immediately notify the District of any damage or disabling of security equipment.
5. When contacting the District prior to accessing the Premises, contact may be made as follows:
- (a) By written communication, addressed to each of the following:
    - (i) Jordan Valley Water Conservancy District  
Attn: Security/Emergency Response Coordinator  
8215 South 1300 West  
West Jordan, UT 84088

- (ii) Jordan Valley Water Conservancy District  
Attn: Property Manager  
8215 South 1300 West  
West Jordan, UT 84088

Approval for access shall be effective when the Company's written request and Representative(s) information is received, read, and confirmed by the District.

- (b) By telephone, to the District:

- Control Center ..... (801) 256-4401
- Control Desk..... (801) 566-4360
- Plant Receptionist (JWWTP)..... (801) 446-2000
- Plant Operator (SERWTP) ..... (801) 572-1533
- Security/Emergency Response Coordinator..... (801) 565-4378
- Property Manager..... (801) 565-4300
- Facilities Maintenance Manager..... (801) 256-4401

Approval for access shall be effective when the Company's phone request and Representative(s) information is received and confirmed by the District.

- (c) In person, to any of the following employees of the District, at the following address:

To: Control Center – Receptionist or System Control;  
Security/Emergency Response Coordinator; or,  
Property Manager

At: Jordan Valley Water Conservancy District  
8215 South 1300 West  
West Jordan, UT 84088

Approval for access shall be effective when the Company's Representative(s) information is received, read, and confirmed by the District.