

✓/10

WHEN RECORDED MAIL TO:

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



ENT 108282:2018 PG 1 of 18
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Nov 13 4:01 pm FEE 0.00 BY HF
RECORDED FOR JORDAN VALLEY WATER

[PARCEL ID # 58-021-0309]

ENCROACHMENT AGREEMENT

This Encroachment Agreement is made as of October 22, 2018, between the Jordan Valley Water Conservancy District, a local district organized under the laws of the State of Utah ("District"), and Lehi City, a Utah municipality ("City").

RECITALS:

- A. The District holds an easement and right-of-way (collectively referred to as the "Easement/Right-of-Way," and described on attached Exhibit A) under authority of a written agreement, and it utilizes, or will utilize, them for constructing, installing, operating, maintaining, inspecting, repairing and/or replacing a water pipeline and related facilities;
- B. The City has requested permission to encroach upon the Easement/Right-of-Way of the District in a manner more particularly specified in this Agreement; and,
- C. The District is willing to agree to the encroachment, upon the terms and conditions set forth in this Agreement.

TERMS:

The parties agree:

1. (a) The District hereby agrees to encroachment upon the Easement/Right-of-Way by the City, but only to this extent and for this purpose: The City may construct, operate, and maintain one (1) 30" ductile iron pipe within one (1) 48" steel casing, asphalt, curb, gutter, and sidewalk (collectively referred to as the "Encroachment Improvements"), as shown on attached Exhibit B.

(b) By entering into this Agreement, the District is giving its consent for the City to encroach upon the Easement/Right-of-Way held by the District. However, the District does not hold fee title to the real property within the Easement/Right-of-Way. Accordingly, the District does not warrant title to the underlying property, nor does the District represent or warrant that the City's encroachment on or across the District's Easement/Right-of-Way: (i) is suitable for the City's purposes; (ii) is allowed by the terms or conditions of the District's Easement/Right-of-Way agreement with those who hold fee title to the underlying real property; and, (iii) does not require the consent of others to encroach upon the District's Easement/Right-of-Way, which consent may be withheld for any or no reason.

(c) This consent for encroachment is granted by the District only to the extent of, and with no actual or implied diminishment of, the District's rights and interests in the Easement/Right-of-Way and without any express or implied warranty of any kind.

2. The City shall comply with the District's Guidelines for Encroachment upon the Easement/Right-of-Way as set forth in attached Exhibit C.

3. The City and its contractor(s) and agent(s) shall perform all work within the Easement/Right-of-Way in accordance with the plans, drawings, guidelines, and/or maps set forth in Exhibit B, and in a manner satisfactory to the District.

4. If the installation, construction, operation, maintenance, repair, replacement or inspection of any structures, equipment, facilities or pipeline(s) of the District located, or to be located, in the Easement/Right-of-Way should be made more expensive by reason of the Encroachment Improvements or the activities of the City, the City shall pay to the District the full amount of such additional expense upon receipt of an itemized statement. The District has the right to remove any/all of the Encroachment Improvements without any liability to the City for removal, damages, or any cost or expense, and the City, at its sole expense and labor, may replace and/or re-install them within the Easement/Right-of-Way consistent with the terms of this Agreement.

5. The City shall construct, install, use, maintain, repair and replace its Encroachment Improvements in such a manner as not to (i) damage or obstruct the District's structures, equipment, facilities and/or pipelines; or, (ii) interfere with the installation, construction, operation, maintenance, inspection, repair or replacement of the District's structures, equipment, facilities and pipelines.

6. In consideration of the District agreeing to encroachment upon the Easement/Right-of-Way, the City shall:

(a) Indemnify, defend and hold harmless the District, 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 the City [or its agent(s) or

contractor(s)], or from the existence, construction, installation, operation, maintenance, repair, replacement, condition, use or presence of the Encroachment Improvements within the Easement/Right-of-Way;

(b) Release the District and its agents, employees, officers, trustees, assigns and successors, from liability for all loss or damage of every description or kind whatsoever which may result to the City from the construction, installation, operation, maintenance, inspection, repair and replacement of District structures, equipment, pipelines and facilities within the Easement/Right-of-Way, provided the loss or damage was not due solely to the negligence of the District; and,

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

7. The City and its contractor(s) and agent(s) shall comply with all applicable laws, ordinances, rules, and regulations enacted or promulgated by any federal, state, or local governmental body having jurisdiction over the Encroachment Improvements and/or the Easement/Right-of-Way.

8. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties; provided, however, that no such successor or assign of the City shall have the right to use, alter, or modify the Encroachment

Improvements in a manner which will increase the expense or burden to the District of the City's encroachment on the Easement/Right-of-Way.

9. (a) This Agreement, and the encroachment granted to the City by this Agreement, shall terminate without further notice or condition if (i) the City does not continuously use the Encroachment Improvements as intended by this Agreement for any twelve (12) month period; or, (ii) the City breaches this Agreement.

(b) In the event of termination, the City, at its expense, shall immediately remove the Encroachment Improvements from the Easement/Right-of-Way and restore the surface of the Easement/Right-of-Way to its pre-encroachment condition.

10. (a) The City may assign this Agreement with the prior written consent of the District, which consent shall not be unreasonably withheld.

(b) The District may assign this Agreement.

11. This Agreement may be amended only by written instrument executed by all 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, assigns, heirs, executors and administrators 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 its subject matter.

14. 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.

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.

"District":

Jordan Valley Water Conservancy District

Dated: 10/22/18

By: Richard P. Bay
Richard P. Bay
Its General Manager/CEO

"City":

Lehi City

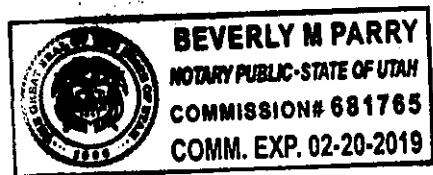
Dated: 10/5/2018

By: M. Johnson
Its: Mayor

STATE OF UTAH)
ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 22nd day of October 2018, by Richard P. Bay as General Manager/CEO of the Jordan Valley Water Conservancy District.

Beverly M Parry
Notary Public



STATE OF UTAH)
ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 5th day of October, by Mark Johnson as Mayor of Lehi City.

Marilyn Banasky
Notary Public

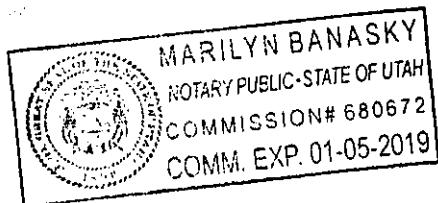


EXHIBIT A

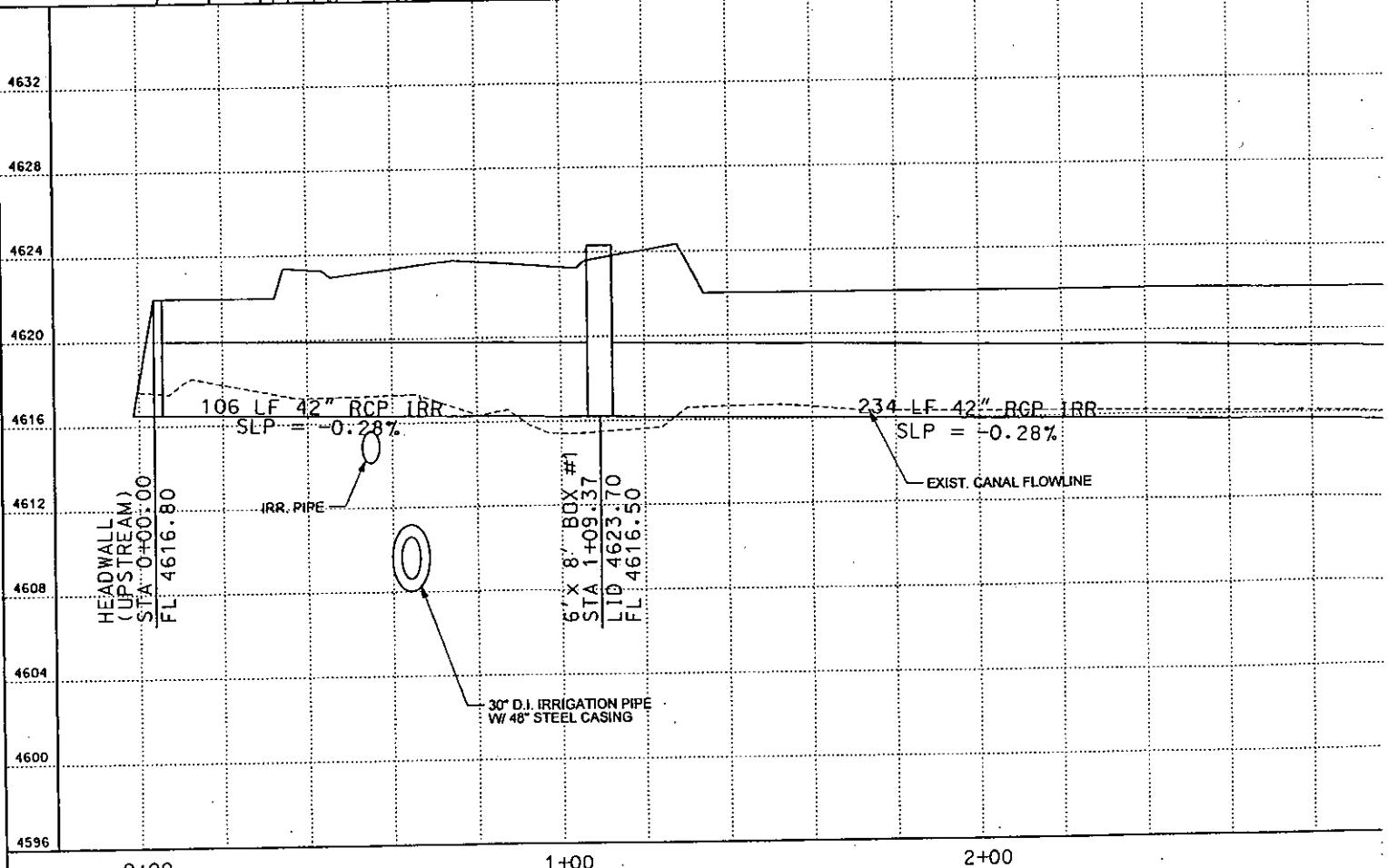
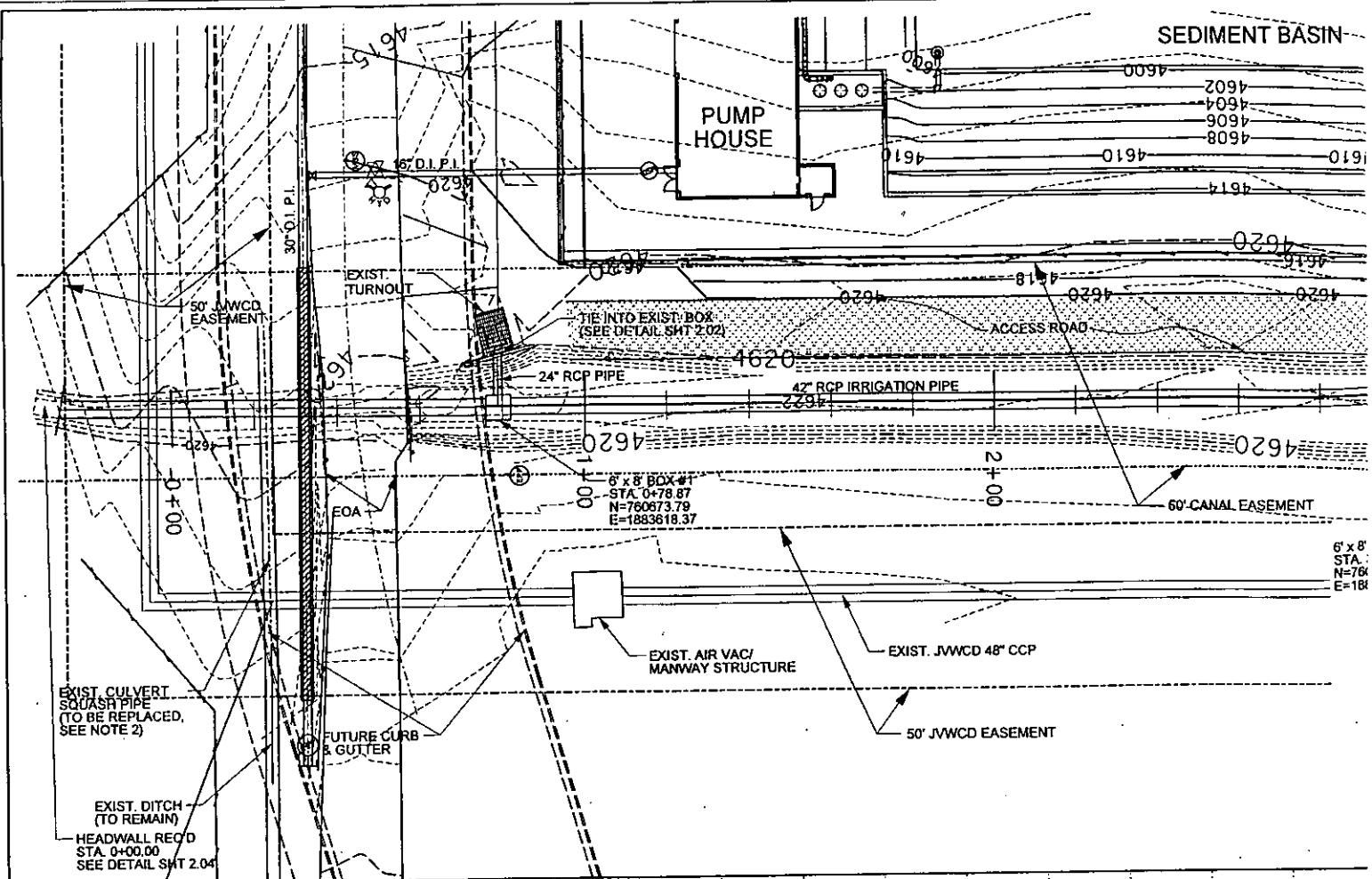
DESCRIPTION OF DISTRICT'S EASEMENT/RIGHT-OF-WAY

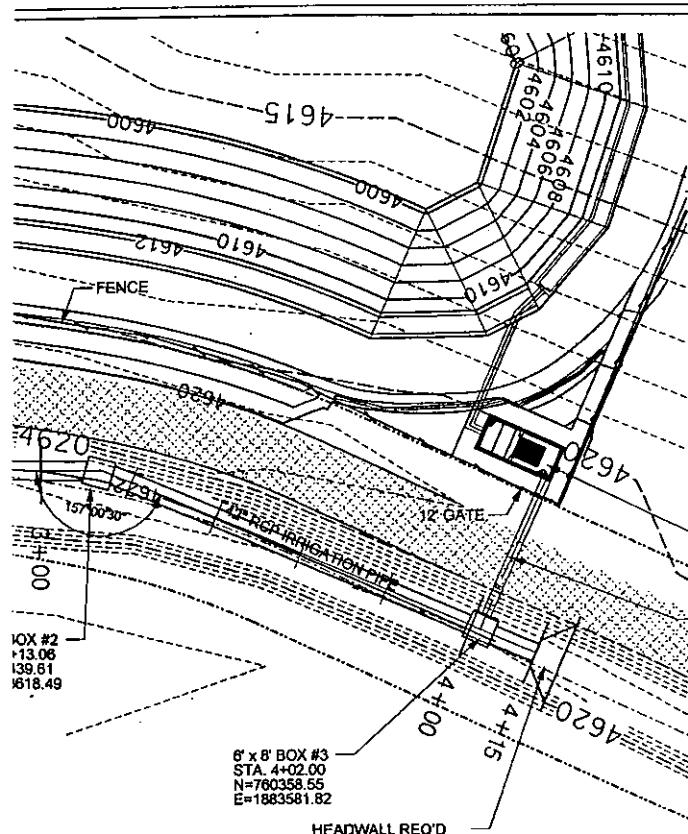
A tract of land being located in the Southeast, Northeast and Northwest Quarters of the Northwest Quarter of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah, described as follows:

COMMENCING at the northwest corner of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°32'52" East 1421.23 feet along the north line of said Northwest Quarter and South 01°59'10" East 16.51 feet to the point of BEGINNING and running; thence North 89°32'52" East 50.02 feet along the southerly right of way of 2600 North Street and the north line of said entire tract; thence South 01°59'10" East 206.21 feet to a point on a 190.00 feet radius curve to the right; thence southerly 84.97 feet along the arc of said curve through a central angle of 25°37'25", said arc having a chord bearing South 10°49'33" West 84.26 feet; thence South 23°38'15" West 150.20 feet to a point on a 110.00 feet radius curve to the left; thence southerly 117.79 feet along the arc of said curve through a central angle of 61°21'13", said arc having a chord bearing South 07°02'22" East 112.24 feet to a point being 10.00 feet perpendicularly distant westerly from the centerline of the Utah Lake Distributing Canal as described in a Notice of Right of Way recorded as Entry Number 30678:1984; thence parallel with said canal centerline the following six (6) courses: (1) South 37°42'58" East 49.40 feet to a point on a 190.00 feet radius curve to the right; (2) southerly 151.55 feet along the arc of said curve through a central angle of 45°42'00", said arc having a chord bearing South 14°51'58" East 147.56 feet; (3) South 07°59'02" West 175.20 feet to a point on a 410.00 feet radius curve to the left; (4) southerly 224.22 feet along the arc of said curve through a central angle of 31°20'00", said arc having a chord bearing South 07°40'58" East 221.43 feet; (5) South 23°20'58" East 584.93 feet; and (6) South 17°58'58" East 240.41 feet to the south boundary of said entire tract; thence South 89°50'41" West 52.52 feet along said south boundary to a point being 60.00 feet perpendicularly distant westerly from the centerline of said canal; thence parallel with said canal centerline the following six (6) courses: (1) North 17°58'58" West 221.99 feet; (2) North 23°20'58" West 582.59 feet to a point on a 460.00 feet radius curve to the right; (3) northerly 251.56 feet along the arc of said curve through a central angle of 31°20'00", said arc having a chord bearing North 07°40'58" West 248.44 feet; (4) North 07°59'02" East 175.20 feet to a point on a 140.00 feet radius curve to the left; (5) northerly 111.67 feet along the arc of said curve through a central angle of 45°42'00", said arc having a chord bearing North 14°51'58" West 108.73 feet; and (6) North 37°42'58" West 49.40 feet to a point on a 160.00 feet radius curve to the right; thence northerly 171.33 feet along the arc of said curve through a central angle of 61°21'13", said arc having a chord bearing North 07°02'22" West 163.26 feet; thence North 23°38'15" East 150.20 feet to a point on a 140.00 feet radius curve to the left; thence northerly 62.61 feet along the arc of said curve through a central angle of 25°37'25", said arc having a chord bearing North 10°49'33" East 62.09 feet; thence North 01°59'10" West 207.54 feet to the southerly right of way of said 2600 North Street and the point of BEGINNING, containing 99223 square feet or 2.278 acres.

EXHIBIT B

ENCROACHMENT IMPROVEMENTS



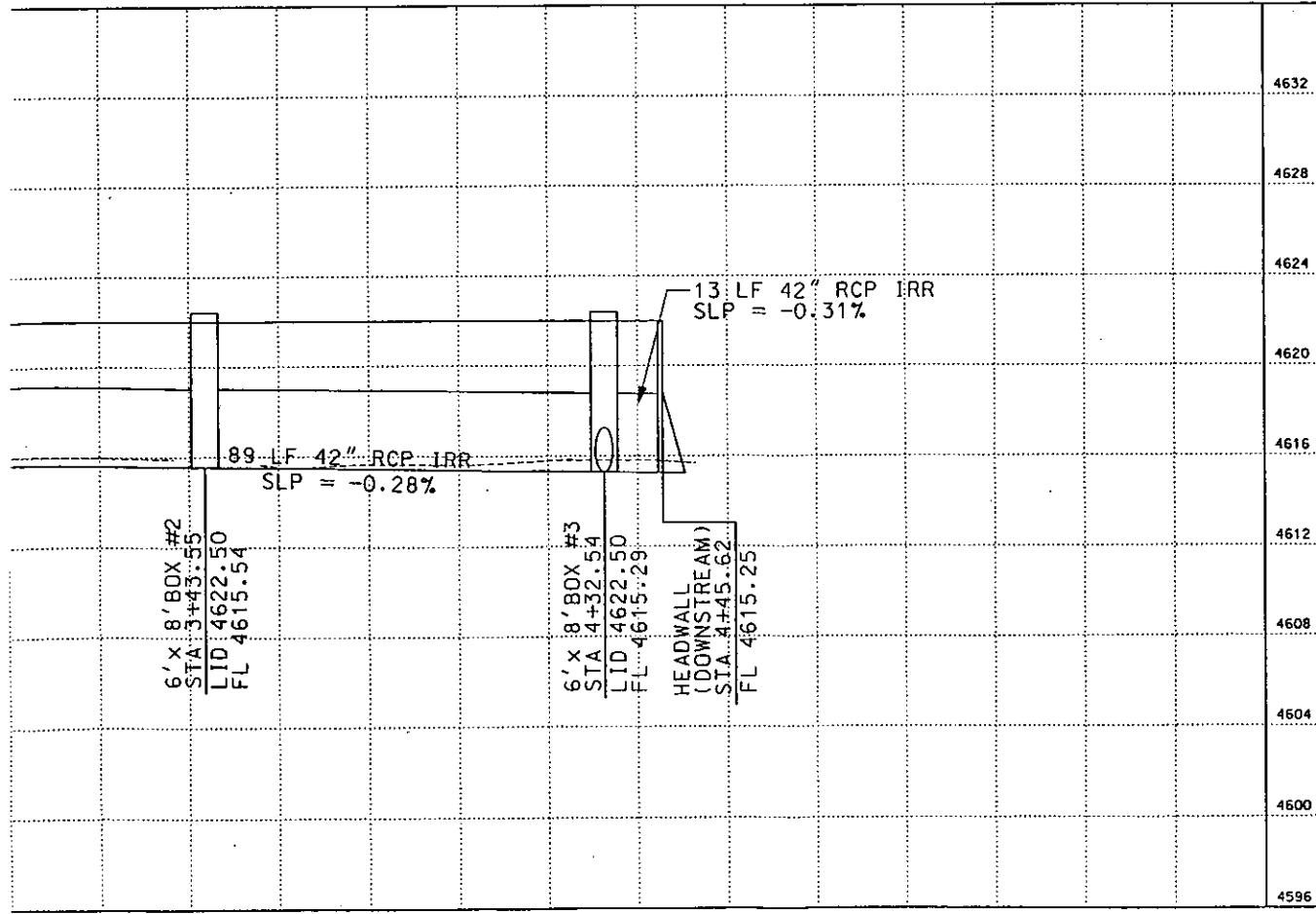


TURNOUT STRUCTURE W/ 24°
C-10 WATERMAN GATE
(SEE DETAIL SHT. 2.05)

24" IRR. PIPE
SEE PROFILE SHT 2.

NOTES:

- 1) WITH THE FUTURE ROAD IMPROVEMENTS, ACCESS TO THE CANAL O&M ROAD SHALL BE INSTALLED WITH CURB CUTS AT DRIVE APPROACHES AND THICKENED CONCRETE AT SIDEWALKS.
- 2) THE EXISTING CULVERT SQUASH PIPE IS TO BE REPLACED WITH AN 18" SMOOTH-LINED IRRIGATION PIPE. CONNECT TO THE EXISTING 18" SMOOTH-LINED IRRIGATION PIPE WHERE IT TIES INTO THE SQUASH PIPE AND REPLACE APPROXIMATELY 65 FEET OF SQUASH PIPE.
- 3) CONTRACTOR IS TO COMPLETELY RESTORE THE DITCH BEFORE APRIL 1.



LEHI SEDIMENT BASIN

LEHI CITY, UTAH

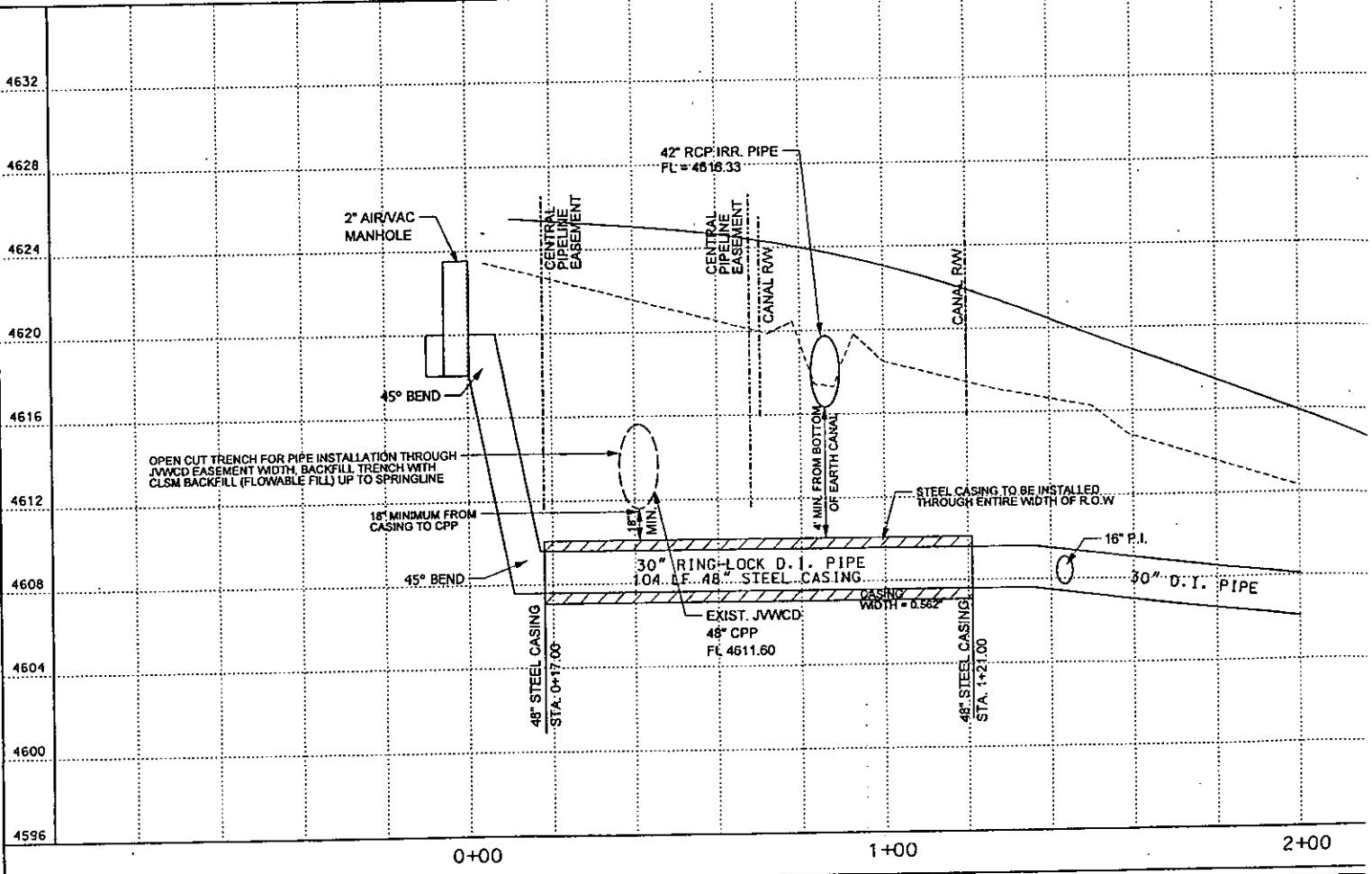
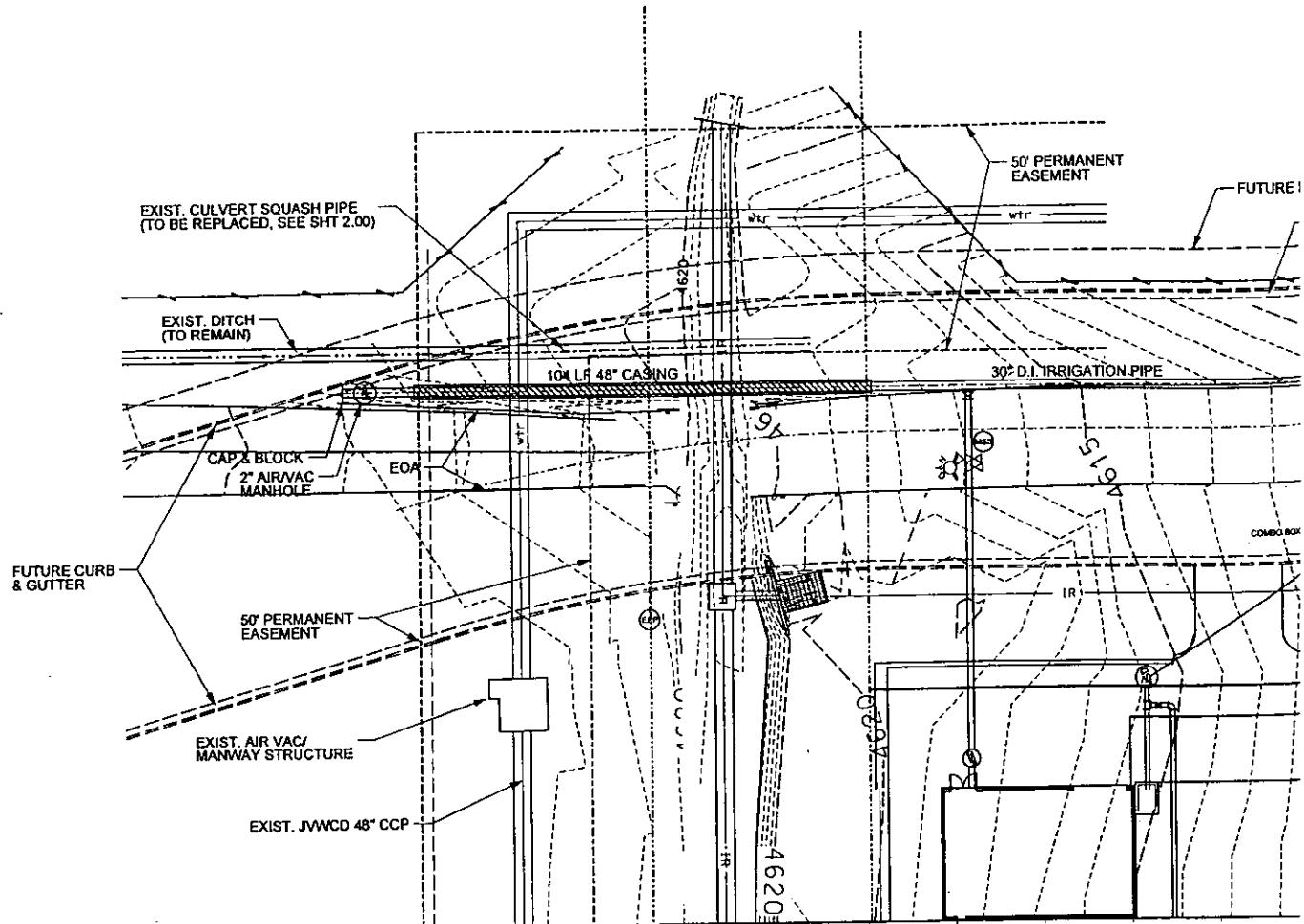
CANAL PIPE PROFILE



Office: (801) 377-1790 Fax: (801) 377-1789
5778 East 770 North, Orem, UT 84058

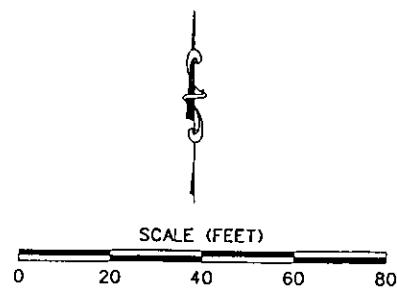
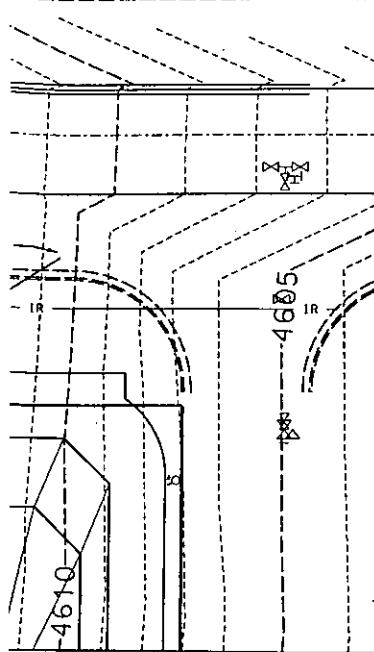


Drawn	A.J.D.
Checked	M.W.B.
Date	10-24-17
Title: LEHI SEDIMENT BASIN	
Client:	LEHI CITY, UTAH
Drawing Name: CANAL PIPE PROFILE	
PROJECT NO.: 2016.060	
SHEET NO. 2.00	



R/W

— FUTURE CURB & GUTTER



ULDC CANAL NOTES:

- 1-BORE PIT COMPACTION TO BE 92% MODIFIED PROCTOR DENSITY.
- 2-TRENCH PLUGS ARE TO BE PLACED IN LOCATIONS SHOWN ON BOTH SIDES FOR WIDTH OF TRENCH AND 12-INCHES ABOVE AND BELOW CASING PIPES AND A MINIMUM THICKNESS OF 24-INCHES. PLUGS SHALL BE A 10% BENTONITE AND 90% CLAY MIXTURE.
- 3- CONTRACTOR SHOULD NOTE CANALS ARE SOMETIMES USED FOR STORM DRAIN AND WILL COLLECT STORM WATER DURING AND FOLLOWING RAIN, SNOW OR ANY EVENT RESULTING IN WATER BEING DISCHARGED IN THE STORM DRAIN SYSTEM.
- 4- WATERLINE PIPE INSIDE CASING SHALL HAVE RESTRAINING JOINTS.
- 5-THRUST BLOCKS ARE REQ'D ON ALL BENDS AND TEES FOR DIP, PVC, OR PIP WATERLINES.
- 6- CASING MUST BE A MINIMUM OF 2-FEET BELOW THE BOTTOM OF THE EXISTING CANAL BOX CULVERT OR 4-FEET BELOW CANAL BOTTOM.
- 7- BORE PITS MUST BE COMPLETELY PLACED OUTSIDE OF THE CANAL RIGHT-OF-WAY. CANAL RIGHT OF WAY IS GENERALLY 16.5 FEET ON THE UPHILL SIDE AND 33 FEET ON THE DOWNSHILL SIDE. R.O.W. DIMENSIONS MAY BE GREATER IN SOME AREAS.
- 8- SOIL TESTS FOR RESISTIVITY SHALL BE COMPLETED BY THE CONTRACTOR AND AT THE CONTRACTOR'S EXPENSE. TEST RESULTS SHALL BE SUBMITTED TO FCE. SOILS WITH A SOIL RESISTIVITY (OHM CM) OF 2,500 OR LESS SHALL HAVE CATHODIC PROTECTION WITH A 25-YEAR LIFE OR HAVE CELLULAR CONCRETE PLACED IN THE ANNULAR SPACE BETWEEN THE CARRIER PIPE AND CASING PIPE.
- 9- THE CARRIER PIPE MUST HAVE ADEQUATE CASING SPACERS.

JWWCD CENTRAL PIPELINE NOTES:

- 1-CONTRACTOR TO PROTECT EXISTING CLSM BACKFILL DURING TRENCH EXCAVATION AROUND THE CENTRAL PIPELINE.
- 2-CONTACT GORDON BATT (801-330-6507) 48 HOURS PRIOR TO ANY CONSTRUCTION WORK WITHIN THE CENTRAL PIPELINE EASEMENT.

4632

4628

4624

4620

4616

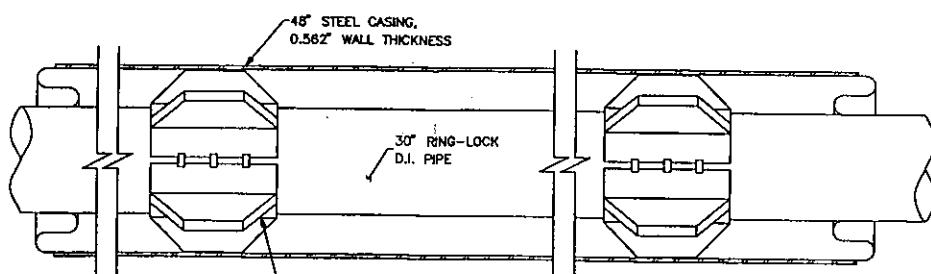
4612

4608

4604

4600

4596



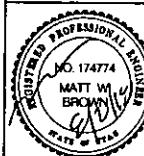
CASING DETAIL

LEHI SEDIMENT BASIN

LEHI CITY, UTAH

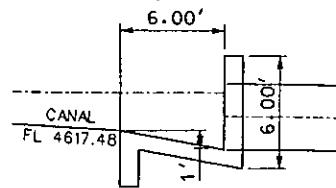
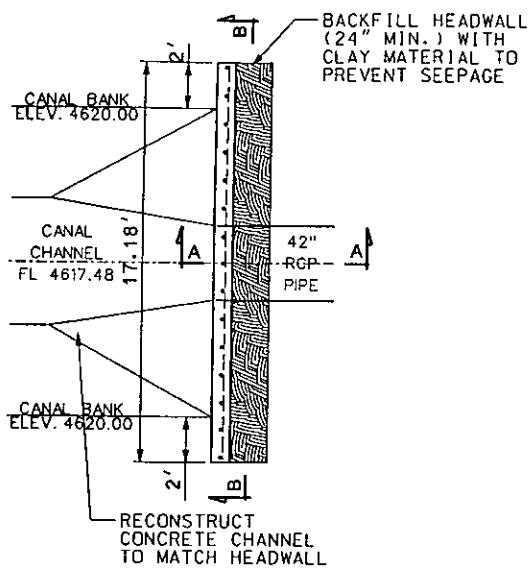
30" IRRIGATION PIPE PROFILE

Project Name: LEHI SEDIMENT BASIN
 Client: LEHI CITY, UTAH
 Drawing No.: 2016.060
 Sheet No.: 2.01



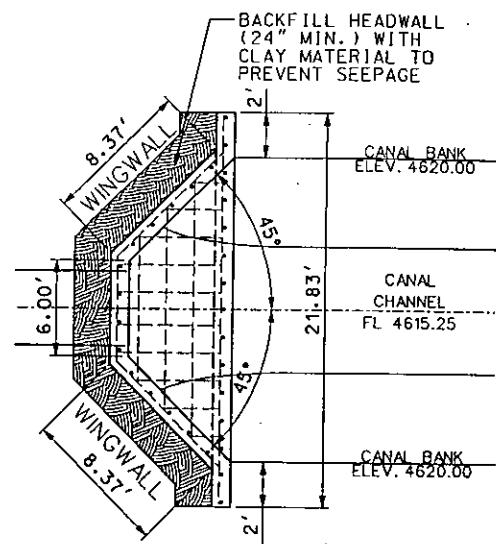
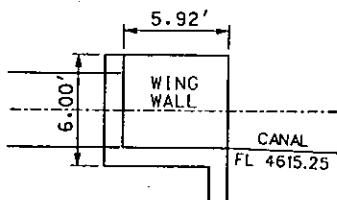
No.	Date	By	Revisions	Notes

Designed: D.B.
 Drawn: M.W.B.
 Checked: 12-12-17



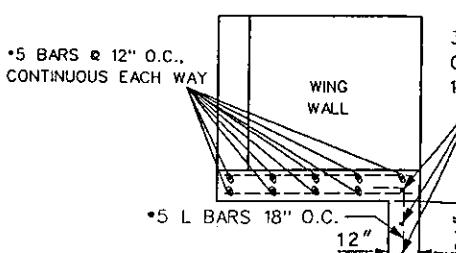
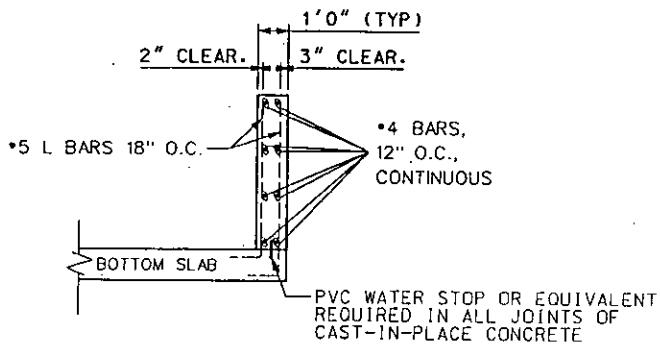
PLAN VIEW OF IRRIGATION HEADWALL (UPSTREAM)

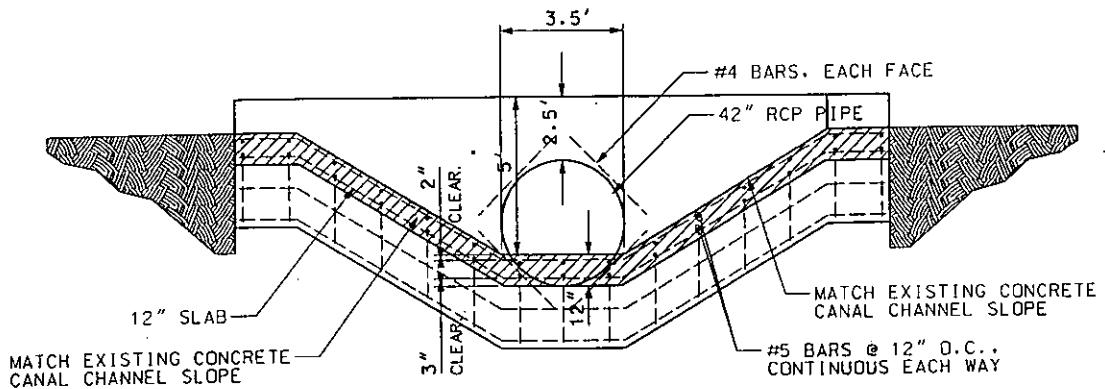
NOT TO SCALE



PLAN VIEW OF IRRIGATION HEADWALL (DOWNSTREAM)

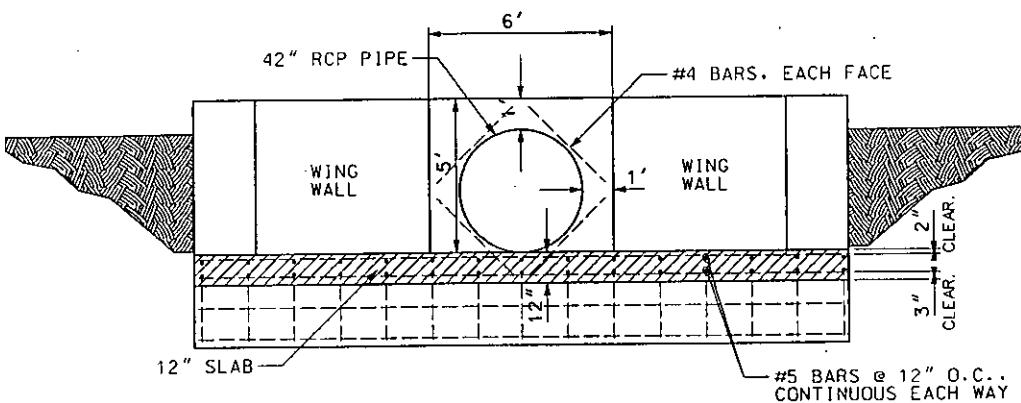
NOT TO SCALE





HEADWALL SECTION (UPSTREAM)

NOT TO SCALE



HEADWALL SECTION (DOWNSTREAM)

NOT TO SCALE

Designated _____
Driver _____ A.I.D.
Checked _____

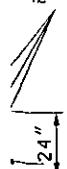
NOTES:

- 1) ALL CONCRETE USED IN THE CONSTRUCTION SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI. THE CONCRETE MIX SHALL INCLUDE BETWEEN 5 AND 7 PERCENT AIR ENTRAINMENT.
- 2) CANAL FLOOR AND EMBANKMENT MATERIAL REMOVED FOR EXCAVATION (BETWEEN APRON AND UNDISTURBED CANAL) SHALL BE REPLACED WITH A 12-INCH MINIMUM THICKNESS OF 10^{-6} CM/SEC PERMEABILITY CLAY MATERIAL IN 6-INCH MAXIMUM LIFTS.
- 3) COMPACTION AROUND THE BOX CULVERTS TO MEET MANUFACTURER REQUIREMENTS OR A MINIMUM OF 92-PERCENT MODIFIED PROCTOR DENSITY.
- 4) ALL OTHER REPLACED MATERIALS SHALL BE COMPACTED TO 92-PERCENT MODIFIED PROCTOR DENSITY.
- 5) CANAL EMBANKMENT SHALL BE SHAPED TO MATCH THE EXISTING CANAL PRISM.
- 6) COMPACTION TEST RESULTS MUST BE SUBMITTED TO FRANSON CIVIL ENGINEERS. ALL FAILED MATERIAL SHALL BE REMOVED AND COMPACTED TO SPECIFICATIONS. TESTING MUST BE PERFORMED BY A LICENSED SOILS LAB.
- 7) OPEN-CUT TRENCHES SHALL BE CUT AT A MINIMUM OF 2 HORIZONTAL TO 1 VERTICAL SO THAT BACKFILL CAN BE PROPERLY COMPACTED.
- 8) CONDUITS SHOWN ON THESE DRAWINGS DO NOT GIVE PERMISSION FOR THE CONDUIT TO BE OCCUPIED BY AN ENTITY OTHER THAN THE ORIGINAL APPLICANT. EACH ENTITY CROSSING THE CANAL MUST APPLY FOR, AND RECEIVE AN AGREEMENT FROM THE CANAL COMPANY.

3 - *5 BARS,
CONTINUOUS,
12" O.C.

SECTION B-B

NOT TO SCALE



Title:	Location:	Drawing Name:
PROJECT NO.		
2016.009		
SHEET NO.		
2.04		

EXHIBIT C

GUIDELINES FOR ENCROACHMENT

A. Surface structures that may be constructed within the District's Easement/Right-of-Way, but only upon the prior written consent of the District, include asphalt roadway, with no utilities within roadway; non-reinforced parking lot, curb, gutter, sidewalk, walkway and driveway; and non-masonry fence with gated opening. However, where the District's facilities or pipeline(s) has specific maximum and minimum cover designations, the special requirements for structures crossing over the pipeline(s) shall be obtained from the District for the maximum allowable external loading or minimum cover. It is understood that all surface structures shall be analyzed and considered by the District on an individual basis.

B. Structures that may not be constructed in, on, over, across or along the District's Easement/Right-of-Way include but are not limited to permanent structures such as footings, foundations, masonry block walls, buildings, garages, decks, carports, trailers, swimming pools and athletic courts, as designated and characterized by the District.

C. No trees are allowed within the Easement/Right-of-Way.

D. All changes in ground surfaces within the Easement/Right-of-Way are considered encroaching structures. Earthfills and cuts on adjacent property shall not encroach onto the Easement/Right-of-Way without the prior written consent of the District.

E. Existing gravity drainage of the Easement/Right-of-Way shall be maintained. No new concentration of surface or subsurface drainage may be directed onto, under or across the Easement/Right-of-Way without adequate provision for removal of drainage water or adequate protection of the Easement/Right-of-Way.

F. Prior to any construction within the Easement/Right-of-Way, an excavation must be made to determine the location of existing District facilities and pipeline(s). The excavation shall be made by or in the presence of the District, at the City's expense.

G. All construction activities within the Easement/Right-of-Way shall be limited to construction of the Encroachment Improvements previously approved by the District, and the Encroachment Improvements shall be constructed strictly in accordance with the plans and specifications previously approved by the District.

H. The ground surfaces within the Easement/Right-of-Way shall be restored to the condition, elevation and contour which existed prior to construction or as shown on the plans, drawings, guidelines and/or maps set forth in Exhibit B.

I. The City shall notify the District upon completion of construction and shall, at its expense, provide the District with one (1) copy of as-built drawings showing actual Encroachment Improvements within the Easement/Right-of-Way.

J. Following completion of construction of the Encroachment Improvements, and except in case of emergency repairs, the City shall give the District at least ten (10) days written notice before entering upon the Easement/Right-of-Way for the purpose of accessing, maintaining, inspecting, repairing, or removing the Encroachment Improvements.

K. If unusual conditions are proposed for the Encroachment Improvements or unusual field conditions within the Easement/Right-of-Way are encountered, as designated and characterized by the District, the District may, at its discretion, impose conditions or requirements which are different from or more stringent than those prescribed in these Guidelines.

E

L. All backfill material within the Easement/Right-of-Way shall be compacted to ninety percent (90%) of maximum density, unless otherwise allowed or required by the District. Mechanical compaction shall not be allowed within six inches (6") of any of the District's facilities and pipeline(s). Mechanical compaction using heavy equipment, as designated and characterized by the District, will not be allowed over District facilities and pipeline(s) or within eighteen inches (18") horizontally.

M. Backfilling of any excavation or around any facilities or pipeline(s) within the Easement/Right-of-Way shall be compacted in layers not exceeding six inches (6") thick to the following requirements: (1) cohesive soils to 90 percent (90%) maximum density specified by ASTM Part 19, D-698, method A; (2) noncohesive soils to 70 percent (70%) relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.

N. To enable the District to locate non-metallic Encroachment Improvements below ground level, the City shall install a "locator wire" as required by District specifications.

O. The City shall notify the District at least seventy-two (72) hours in advance of commencing initial construction of the Encroachment Improvements in order to permit inspection by the District.

P. No encroachment shall involve the use or storage of hazardous material(s), as designated and characterized by the District.