

WHEN RECORDED MAIL TO:

Jordan Valley Water
Conservancy District
Attn: JT Cracraft
8215 South 1300 West
West Jordan, UT 84088

11811228
02/28/2014 11:55 AM \$0.00
Book - 10214 Pg - 2258-2259 A-0
GARY W. OTT
RECODER, SALT LAKE COUNTY, UTAH
JORDAN VALLEY WATER
CONSERVANCY DISTRICT
8215 S 1300 W
WEST JORDAN UT 84088 17P
BY: SMA, DEPUTY - MA 27

[PARCEL ID # 15-29-179-008]

NOTICE OF AGREEMENT

An accurate and complete copy of the original Easement Encroachment Agreement between the USA Department of Interior, Bureau of Reclamation, and UCA Properties II, dated June 19, 2013, is attached to this Notice, for property situated in West Valley City described as follows:

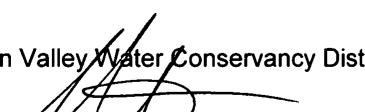
BEG N 0°9'17" W 53 FT & W 71 FT FR CEN SEC 29, T1S, R1W, SLB & M; S 89°59'44" W 398.85 FT; N 3.28 FT; N 86°11'25" W 116.03 FT; S 89°59'44" W 148.11 FT; N 44°58'02" W 12.71 FT; N 0°01'23" W 610.37 FT; E 701.27 FT; S 0°09'17" E 328.22 FT; S 10°02'57" W 174.99 FT; S 0°09'17" E 129.79 FT TO BEG. 9.95 AC M OR L.

For Reference Purposes Only: Parcel ID # 15-29-179-008.

Jordan Valley Water Conservancy District

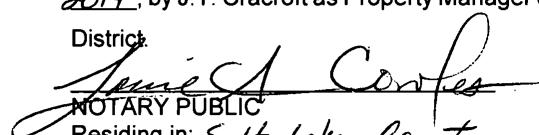
Dated: 2-28-14

By:


J.T. Cracraft
As Property Manager

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

The foregoing instrument was acknowledged before me this 28th day of Feb,
2014, by J.T. Cracraft as Property Manager on behalf of the Jordan Valley Water Conservancy
District.


NOTARY PUBLIC

Residing in: Salt Lake County
Commission expires: 6-28-2014



Ent 11811228 BK 10214 PG 2258



United States Department of the Interior

BUREAU OF RECLAMATION

Upper Colorado Region

Provo Area Office

302 East 1860 South

Provo, UT 84606-7317

IN REPLY REFER TO:

PRO-451

LND-6.00

JUN 24 2013

Mr. Howard Headlee
Board Chairman
UCA Properties II, Inc.
3636 West 3100 South
West Valley City, UT 84119

Subject: Easement Encroachment Agreement - UCA Properties II, Inc. (UCA) - Contract No. 12-LM-41-1050 - Jordan Aqueduct, Reach 3 - Central Utah Project

Dear Mr. Headlee:

Enclosed for your files is a fully executed Easement Encroachment Agreement, Contract No. 12-LM-41-1050. This agreement allows UCA to install, operate, and maintain landscaping and a sprinkler system associated with the Charter School expansion in West Valley City, over the Jordan Aqueduct Reach 3 from approximate Station 1436+34 to Station 1442+36.

If you have any questions regarding this agreement, please contact Ms. Pauline Brown at 801-379-1089.

Sincerely,

ALAN S. CHRISTENSEN

David K. Krueger
Chief, Lands Group

Enclosure

ACTING FOR

cc: Mr. Richard Bay
General Manager, Jordan Valley
Water Conservancy District
Attention: Mr. Jeff Bryant
8215 South 1300 West
West Jordan, UT 84088
(w/one original)

Mr. Mike Wilson
General Manager
Metropolitan Water District
of Salt Lake & Sandy
3430 East Danish Road
Cottonwood Heights, UT 84093
(w/one copy)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL UTAH PROJECT
JORDAN AQUEDUCT, REACH 3

EASEMENT ENCROACHMENT AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND
UCA PROPERTIES II, INC.

This Easement Encroachment Agreement made this 19th day of June 2012, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as Reclamation Laws, among the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as the United States, and UCA PROPERTIES II, INC., hereinafter referred to as the Landowner.

WITNESSETH THAT:

WHEREAS, the United States is the Grantee of that certain easement granted by the David William Bean and Estella Fay Bean, which easement is recorded in the official records of Salt Lake County, State of Utah, hereinafter referred to as the Easement of the United States; and

WHEREAS, the Landowner plans to utilize its property in such a manner as to encroach upon the Easement of the United States in a manner more particularly specified hereinafter; and

WHEREAS, the United States is willing to agree to said encroachment, upon conditions more particularly specified hereinafter;

NOW, THEREFORE, the United States hereby agrees to encroachment upon the Easement of the United States by the Landowner only to the extent and for the purposes set forth below:

The Landowner will re-grade the ground surface and install, operate, and maintain landscaping sod and a sprinkler system, over the Jordan Aqueduct, Reach 3, from approximate Station 1436+34 to Station 1442+36, Section 29, Township 1 South, Range 1 West, Salt Lake Base and Meridian as shown on Exhibits B through G attached hereto and by this reference made a part hereof. A minimum clearance of 18 inches from the top of the aqueduct to the bottom of any buried improvements will be maintained. Improvements are associated with the expansion of the APA Charter School in West Valley City.

1. The federal agency is the Department of the Interior, Bureau of Reclamation, represented by the officer executing this Agreement, his duly appointed successor, or his duly authorized representative.

2. The United States guidelines for agreeing to such encroachment upon the Easement of the United States are shown on Exhibit "A," attached hereto and by this reference made a part hereof.

3. The Landowner or its Contractor shall perform all work within the encroachment area in accordance with the plans, drawings, guidelines, and maps attached hereto, and in a manner satisfactory to the United States and Jordan Valley Water Conservancy District, hereinafter called the District.

4. **SEVERABILITY:** Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

5. **ILLEGAL USE:** Any activity deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.

6. **TERMINATION OF AGREEMENT:** This agreement will terminate and all rights of the Landowner hereunder will cease, and the Landowner will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted, after failure of the Landowner to observe any of the conditions of this agreement, and on the tenth day following service of written notice on the Landowner of termination because of failure to observe such condition.

7. **HOLD HARMLESS:** The Landowner hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Landowner activities under this agreement.

(a) In consideration of the United States agreeing to encroachment upon the Easement of the United States by the Landowner, the Landowner hereby agrees to indemnify and hold the United States and the District, their agents, employees, and assigns, harmless from any and all claims whatsoever for personal injuries or damages to property when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use or presence of the encroachment upon the Easement of the United States, regardless of the cause of said injuries or damages; provided, however, that nothing in this agreement shall be construed as releasing the United States or the District from responsibility for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. §1346(b), 2671 *et seq.*) or other applicable law.

(b) In consideration of the United States agreeing to the Landowner encroaching upon the Easement of the United States, the Landowner agrees that the United States shall not be responsible for any damage caused to facilities, equipment, structures, or other property if damaged by reason of encroachment upon the Easement of the United States by the Landowner. The Landowner hereby releases the United States and the District, their officers, employees, agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever which may result to the Landowner from the construction, operation, and maintenance of Project works upon said lands; provided that nothing in this Agreement shall be construed as releasing the United States or the District from liability for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. §1346(b), 2671 *et seq.*) or other applicable law.

(c) If the maintenance or repair of any or all structures and facilities of the United States located on the easement area should be made more expensive by reason of the existence of the encroachment improvements or works of the Landowner or its Contractor, the Landowner and /or its Contractor will promptly pay to the United States or the District, their agents or assigns, responsible for operation and maintenance of said structures or facilities, the full amount of such additional expense upon receipt of an itemized bill.

8. **PROTECTION OF UNITED STATES INTERESTS:** The Landowner 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.

9. **UNRESTRICTED ACCESS:** The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever. Reclamation will make every reasonable effort to keep damages to a minimum.

10. **COVENANT AGAINST CONTINGENT FEES:** The Landowner warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this agreement without liability or in its discretion to require Landowner to pay the full amount of such commission, percentage, brokerage, or contingent fee.

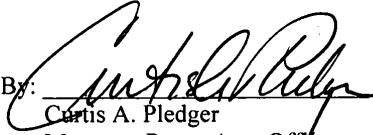
11. **OFFICIALS NOT TO BENEFIT:** No member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

12. SUCCESSORS IN INTEREST OBLIGATED: The provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto; provided, however, that no such heir, executor, administrator, personal representative, successor or assign of the Landowner shall have the right to use, alter, or modify the encroachment in a manner which will increase the burden of the encroachment of the Easement of the United States.

13. This agreement makes no finding as to the right, title, or validity of the Landowner or the encroaching interest, but merely defines the conditions under which the encroachment will not be deemed unreasonable by the United States.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

UNITED STATES OF AMERICA

By: 
Curtis A. Pledger
Manager, Provo Area Office

LANDOWNER
UCA PROPERTIES II, INC.

By: 
Title: Board President

CONCUR:
JORDAN VALLEY WATER CONSERVANCY DISTRICT

By: 
General Manager/CEO

ACKNOWLEDGMENT OF THE UNITED STATES

State of UT)
) ss.
County of UT)

gr
On this 19 day of June, 2013, personally appeared before me
Centex A. Plaza, known to me to be the Area Manager of the Provo
Area Office, Bureau of Reclamation, Upper Colorado Region, United States Department of
Interior, the signer of the above instrument, who duly acknowledged to me that he executed the
same on behalf of the United States of America pursuant to authority delegated to him.



Pauline P. Brown
Notary Public

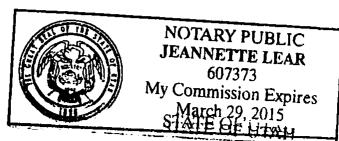
ACKNOWLEDGMENT OF UCA PROPERTIES II, INC.

State of Utah)
) ss.
County of Salt Lake

Howard Headlee On this 9 day of May, 2013, personally appeared before me
to be known to be the Board President of UCA
Properties II, Inc., the signer of the above instrument, who duly acknowledged to me that he/she
executed the same on behalf of UCA Properties II, Inc., pursuant to authority delegated to
him/her.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year first above written.

Jeannette Lear
Notary Public



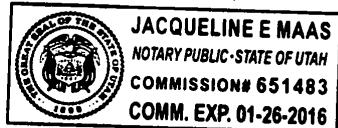
ACKNOWLEDGMENT OF JORDAN VALLEY WATER CONSERVANCY DISTRICT

State of UT)
) ss.
County of SL)

On this 5th day of June¹³, 2012, personally appeared before me
Richard P. Ray, to be known to be the General Mgr. of Jordan
Valley Water Conservancy District, the signer of the above instrument, who duly acknowledged
to me that he/she executed the same on behalf of Jordan Valley Water Conservancy District,
pursuant to authority delegated to him/her

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year first above written:

(NOTARY SEAL)



Jacqueline E. Maas
Notary Public

EXHIBIT "A"

ENCROACHMENT GUIDELINES FOR
JORDAN AQUEDUCT, REACH 3

PROTECTION CRITERIA

- A. Surface structures that generally will be allowed to be constructed within United States rights-of-way include asphalt roadways, with no utilities within roadway, non reinforced parking lots, curbs, gutters and sidewalks, walkways, driveways. However, where United States system pipe has specific maximum and minimum cover designation the special requirements for roadways, parking lots and driveways crossing over the pipe shall be obtained from the United States for the maximum allowable external loading or minimum cover. **HOWEVER, IT IS UNDERSTOOD THAT ALL SURFACE STRUCTURES SHALL BE ANALYZED AND CONSIDERED ON AN INDIVIDUAL BASIS.**
- B. Structures that may not be constructed in, on, or along United States rights-of-way include but are not limited to, permanent structures such as fences, retaining walls, block walls, buildings, garages, decks, carports, trailers, and swimming pools as designated by the United States.
- C. No trees or vines will be allowed within the rights-of-way of the United States.
- D. All temporary or permanent changes in ground surfaces within United States rights-of-way are to be considered to be encroaching structures and must be handled as such. Earthfills and cuts on adjacent property shall not encroach onto United States rights-of-way without prior approval by the United States.
- E. Existing gravity drainage of the United States rights-of-way must be maintained. No new concentration of surface or subsurface drainage may be directed onto or under the United States rights-of-way without adequate provision for removal of drainage water or adequate protection of the United States rights-of-way.
- F. Prior to construction of any structure that encroaches within United States rights-of-way, an excavation must be made to determine the location of existing United States facilities. The excavation must be made by or in the presence of water users or the United States.
- G. Any contractor or individual constructing improvements in, on, or along United States rights-of-way must limit his construction to the encroaching structure previously approved and construct the improvements strictly in accordance with plans or specifications.
- H. The ground surfaces within United States rights-of-way must be restored to a condition equal to that which existed before the encroachment work began or as shown on the approved plans or specifications.
- I. The owner of newly constructed facilities that encroach on United States rights-of-way shall notify the United States and/or the District upon completion of construction and shall provide the

District with one copy and the United States with two copies of as-built drawings showing actual improvements in, on, or along the rights-of-way.

J. Except in case of ordinary maintenance and emergency repairs, an owner of encroaching facilities shall give the District at least 10 days notice in writing before entering upon United States rights-of-way for the purpose of reconstructing, repairing, or removing the encroaching structure or performing any work on or in connection with the operation of the encroaching structure.

K. If unusual conditions are proposed for the encroaching structure or unusual field conditions within United States rights-of-way are encountered, the United States reserves the right to impose more stringent criteria than those prescribed herein.

L. All backfill material within United States rights-of-way shall be compacted to 90 percent of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within 6 inches of the projects works whenever possible. In no case will mechanical compaction using heavy equipment be allowed over the project works or within 18 inches horizontally of the projects works.

M. That the backfilling of any excavation or around any structure within the United States rights-of-way shall be compacted in layers not exceeding 6 inches thick to the following requirements: (1) cohesive soils to 90 percent maximum density specified by ASTM Part 19, D-698, method A; (2) noncohesive soils to 70 percent relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.

N. Any nonmetallic encroaching structure below ground level shall be accompanied with a metallic strip within the United States rights-of-way.

O. Owners of encroaching facilities shall notify the United States at (801) 379-1000 and/or the District at (801) 565-4300 at least forty-eight (48) hours in advance of commencing construction to permit inspection by the United States and/or the District.

P. No use of United States lands or rights-of-way shall be permitted that involve the storage of hazardous material.

12-LM-41-1050

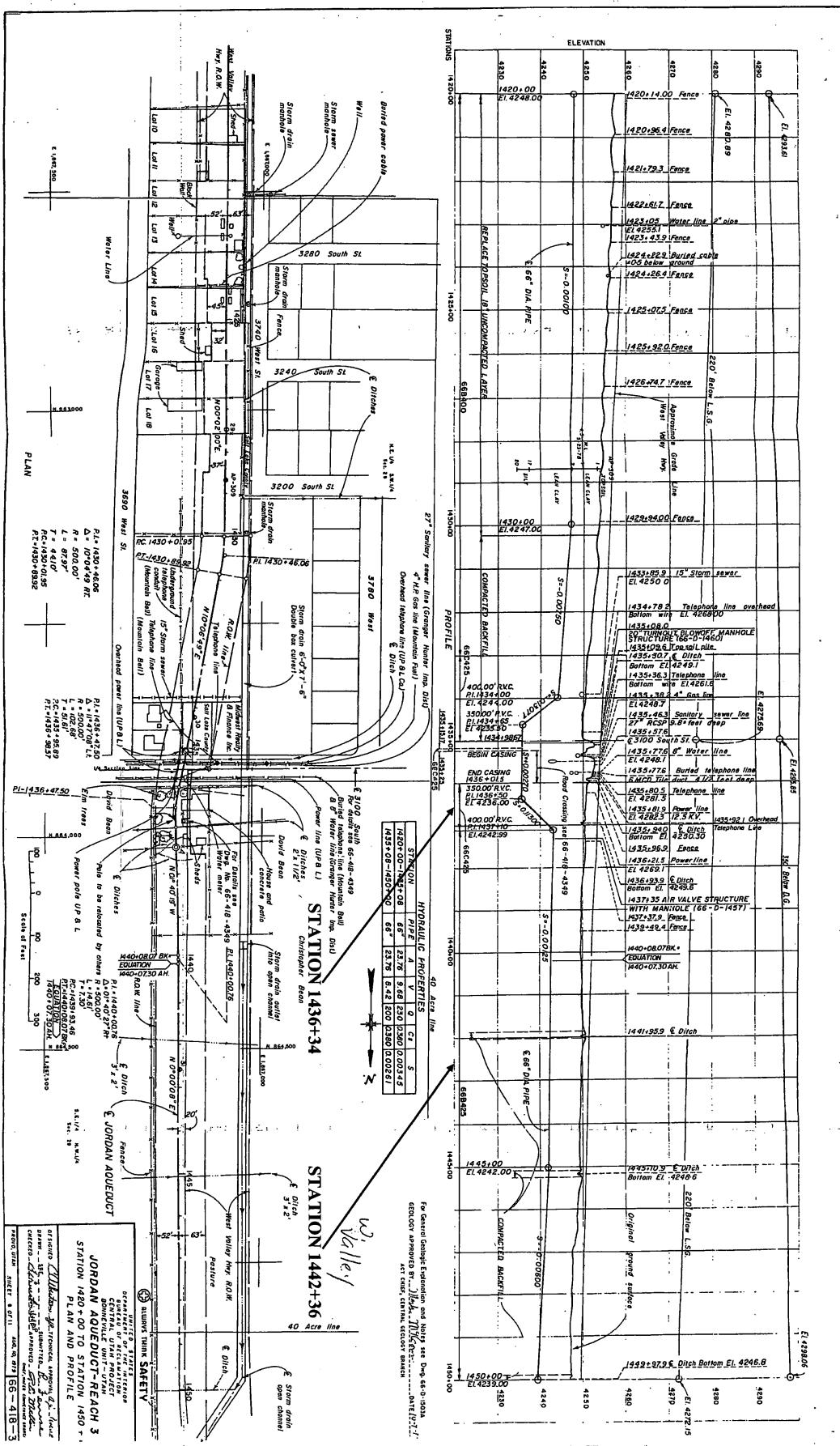


EXHIBIT B



CALL 800-222-1811
TO REPORT
SMOKING
ON THE PROPERTY

The property is non-smoking.

A key part of our mission is to reduce smoking, smoking and other tobacco products, and to encourage people to make informed decisions about their health. We believe that by working together, we can help to create a better future for everyone.

Call 800-222-1811

or visit us online at

www.smokefree.gov

or

www.smokefree.gov

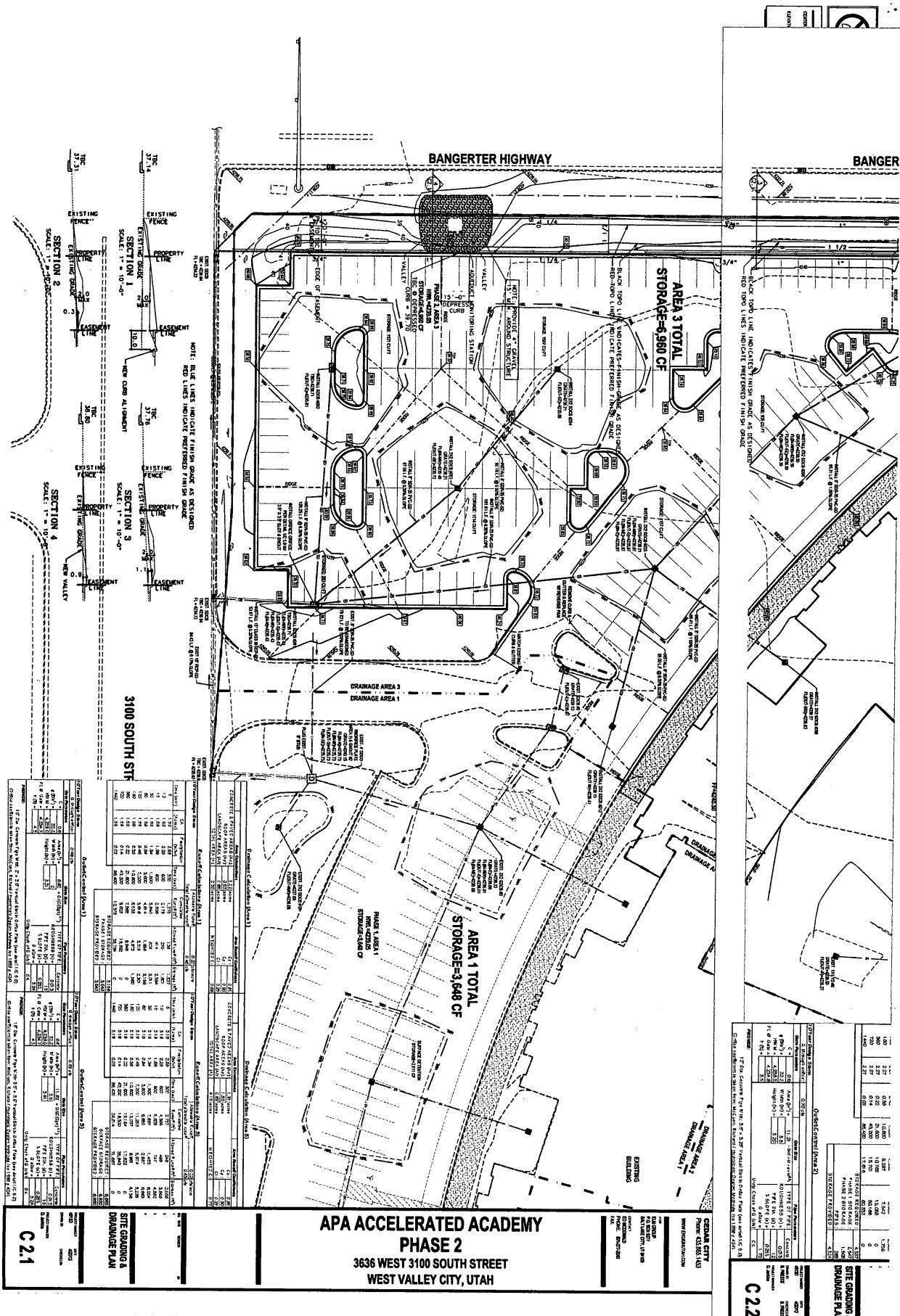


EXHIBIT D

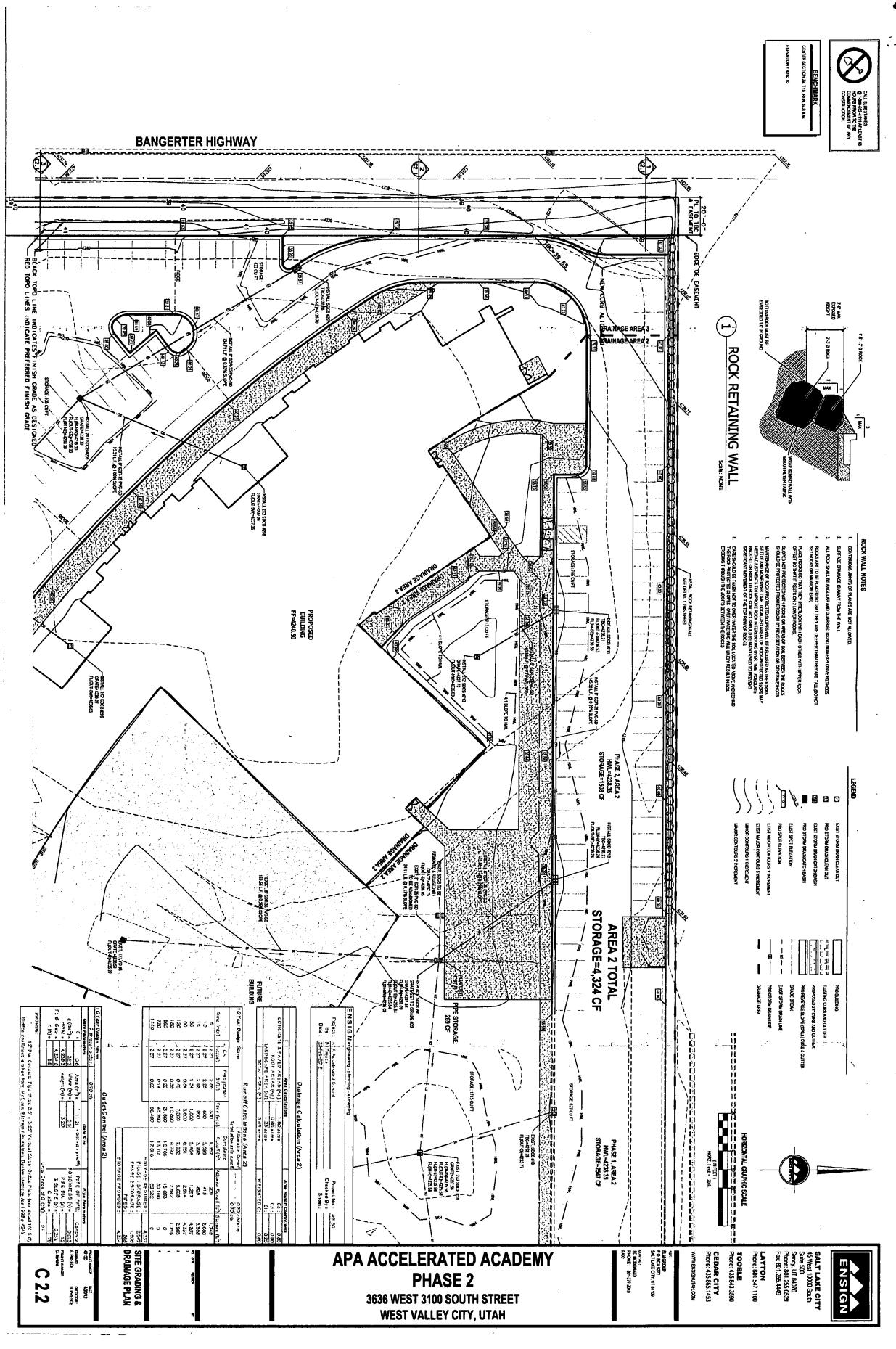
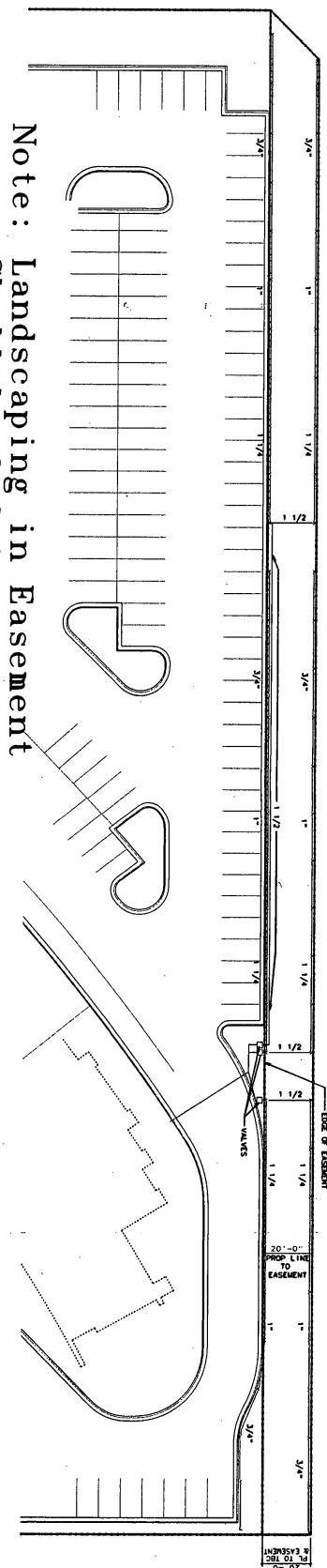


EXHIBIT E

BK 10214 PG 2259M

3100 South Street

Bangerter Highway



Note: Landscaping in Easement
Shall be Sod Only

SPRINKLER PLAN 

SCALE: 1" = 20'-0"

SCALE: 1" = 20'-0"

EXHIBIT F

12-LM-41-1050



EXHIBIT G