

WHEN RECORDED, PLEASE RETURN TO:

Bluffdale City Attorney  
14350 South 2200 West  
Bluffdale, Utah 84065

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03/25/2015 12:43 PM \$0.00  
Book - 10308 Pg - 1729-1738  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
BLUFFDALE CITY  
14175 S REDWOOD RD  
BLUFFDALE UT 84065  
BY: DDA, DEPUTY - WI 10 P.

## Encroachment Agreement

This Encroachment Agreement ("Agreement") is entered into this 23 day of February, 2015, by and between the City of Bluffdale ("Bluffdale"), whose address is 14350 South 2200 West, Bluffdale, Utah 84065, and Herriman City, a Utah municipality ("City"), whose address is 13011 South Pioneer Street, Herriman, Utah 84096.

### Recitals

A. Bluffdale holds an easement and right-of-way ("Easement") that is described on attached exhibit "A."

B. The City has requested permission to encroach on the Easement to install and maintain a 20 inch secondary water line.

C. Bluffdale is willing to agree and allow the encroachment, upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Bluffdale hereby agrees and consents to an encroachment upon the Easement for the purpose of installing, constructing, operating, maintaining, inspecting, repairing, and replacing a 20 inch secondary water line upon the Easement as shown on attached exhibit 'B' (referred to as "Encroachment Improvements")

2. Cost to construct, install, and maintain the Encroachment Improvements shall be the sole responsibility of the City, and City shall not expand, enlarge, or change the location thereof in any way without the prior written permission from Bluffdale.

3. The City shall construct, install, use, maintain, repair, and replace the Encroachment Improvements in such a manner as not to damage or obstruct the Bluffdale structures, equipment, facilities or interfere with the installation, construction, operation, maintenance, inspection, repair or replacement of Bluffdale structures or improvements.

4. The provisions of this Agreement shall run with the land and be in perpetuity and shall be binding upon any person or entity having or acquiring any right, title, and interest in or to any portion of the Easement or property associated therewith.

5. This Agreement shall not be assigned or transferred by either party without the prior written consent of the other party.

6. The City shall cause this Agreement to be recorded.

7. This Agreement shall be enforced and governed under the laws of the state of Utah and jurisdiction for any action based on this Agreement shall be in the District Court of Salt Lake County, State of Utah.

8. The City agrees to indemnify and hold Bluffdale harmless from any and all claims, injuries, death, loss, or damage arising from installation, operation, existence or maintenance of Encroachment Improvements.

9. This written Agreement, including exhibits, constitutes the entire agreement between the parties and may be amended only by written agreement, properly executed by the parties.

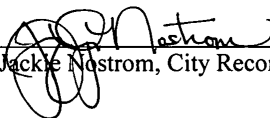
10. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be necessary to effectuate the terms of this Agreement.



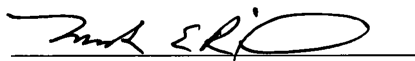
HERRIMAN CITY

By

ATTEST:

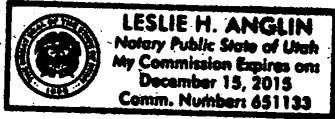
  
Jackie Nostrom, City Recorder

CITY OF BLUFFDALE

  
Mark E. Reid  
City Manager

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

On February 23, 2015, personally appeared before me, a notary public, Brett Wood and Tucker Walker <sup>City Manager</sup> the Mayor and Recorder, respectfully of Herriman City, personally known or proved to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that he executed the above instrument on behalf of Herriman City.



Leslie H. Anglin  
Notary Public  
Residing in: Herriman, UT

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

On February 23, 2015, personally appeared before me, a notary public, Mark E. Reid, the City Manager of the City of Bluffdale, personally known or proved to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that he executed the above instrument on behalf of the City of Bluffdale.



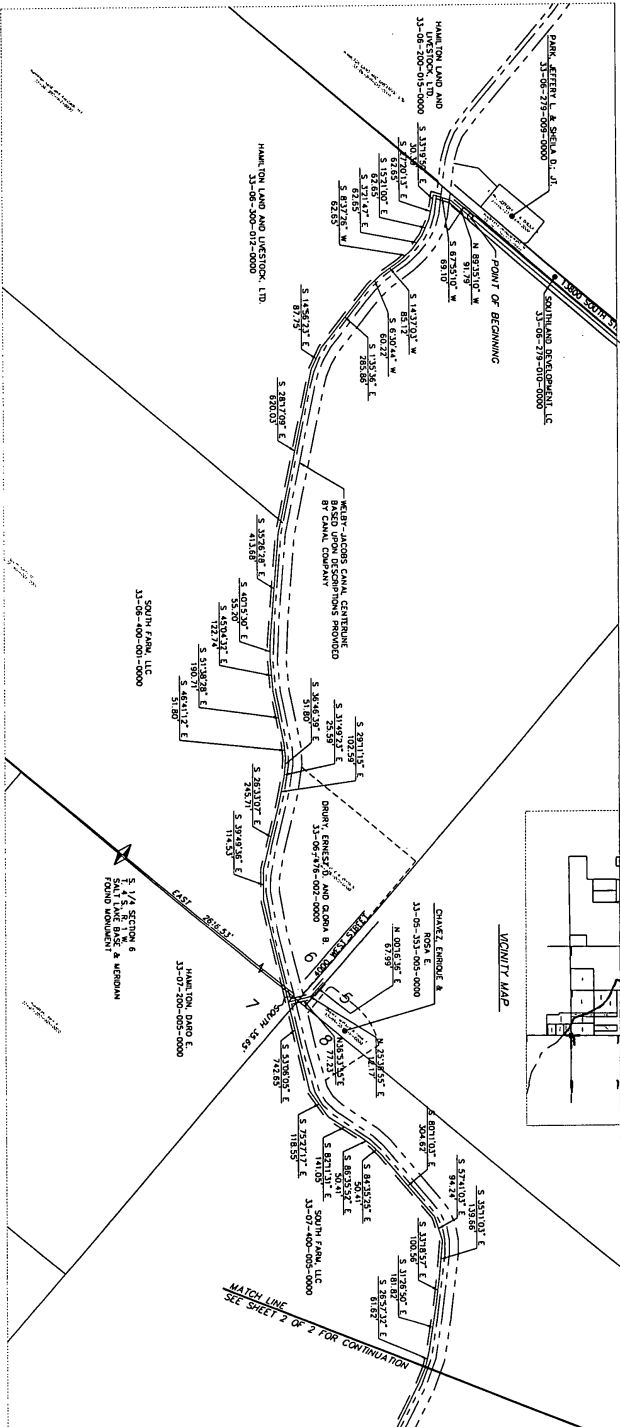
Teddie K. Bell  
Notary Public

EXHIBIT A  
BLUFFDALE WATER TRANSMISSION LINE EASEMENT

Exhibit A

# BLUFFDALE WATER TRANSMISSION LINE EASEMENT

BEING PART OF SECTIONS 6, 7, 8 & 17  
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE COUNTY, UTAH  
BLUFFDALE CITY, SALT LAKE COUNTY, UTAH

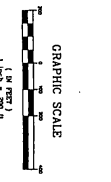


SCOTT J. CERRIL, JR., REGISTERED LAND SURVEYOR, STATE OF UTAH, LICENSE NO. 20702. I, THE SURVEYOR, HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN HEREON, AND I AM AWARE OF THE CONTENTS AND OBJECTS ACCORDING TO INFORMATION FURNISHED TO ME.

DATE: 2/20/20

**4000 WEST WATER LINE EASEMENT DESCRIPTION:**  
A 20 FOOT WIDE EASEMENT BEING THE CENTER OF A 20 FOOT WIDE EASEMENT, HENCE 10 FEET EAST AND 10 FEET WEST OF THE CENTER OF SAID EASEMENT, WHICH IS 6.25 FEET PERPENDICULARLY EAST OF THE CENTERLINE OF 4000 WEST STREET.

**SUBTRACTORS NOTES:**  
1. THIS SECTION COMPRISES ARE BASED ON UNDESIGNED WALES, NOT A.P.R. INFORMATION.  
2. BASES OF BEARINGS - GAS MEASUREMENT BETWEEN THE N.W. CORNER AND THE E.S. CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE COUNTY AND TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE COUNTY.



Bluffdale  
City  
15229

REV.	BY	DATE	DESCRIPTION

PROJECT NO.	DATE
PROJECT NAME	DATE
OWNER	DATE
SCALE	DATE

**CALDWELL RICHARDS SORENSEN**  
REGISTERED PROFESSIONAL ENGINEERS

3000 East 3100 South  
Salt Lake City, UT 84109  
Phone: (801) 559-2555  
www.caldwellsorensen.com

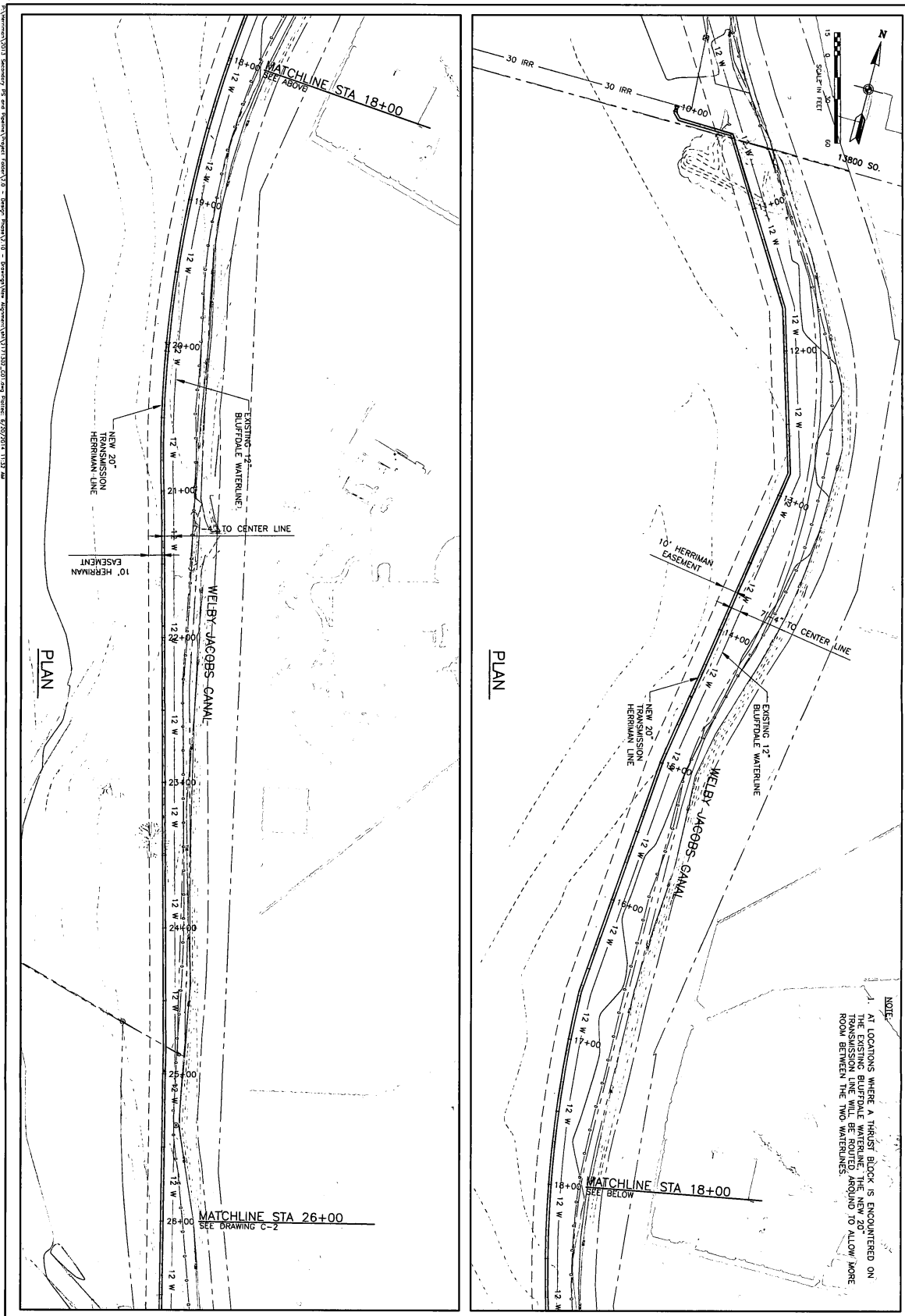
BLUFFDALE CITY

BLUFFDALE WATER TRANSMISSION LINE EASEMENT  
UTAH

1 OF 2 SHEETS  
PROJECT NUMBER: 011006.3

BK 8574P63868

**EXHIBIT B**  
**20" TRANSMISSION LINE**

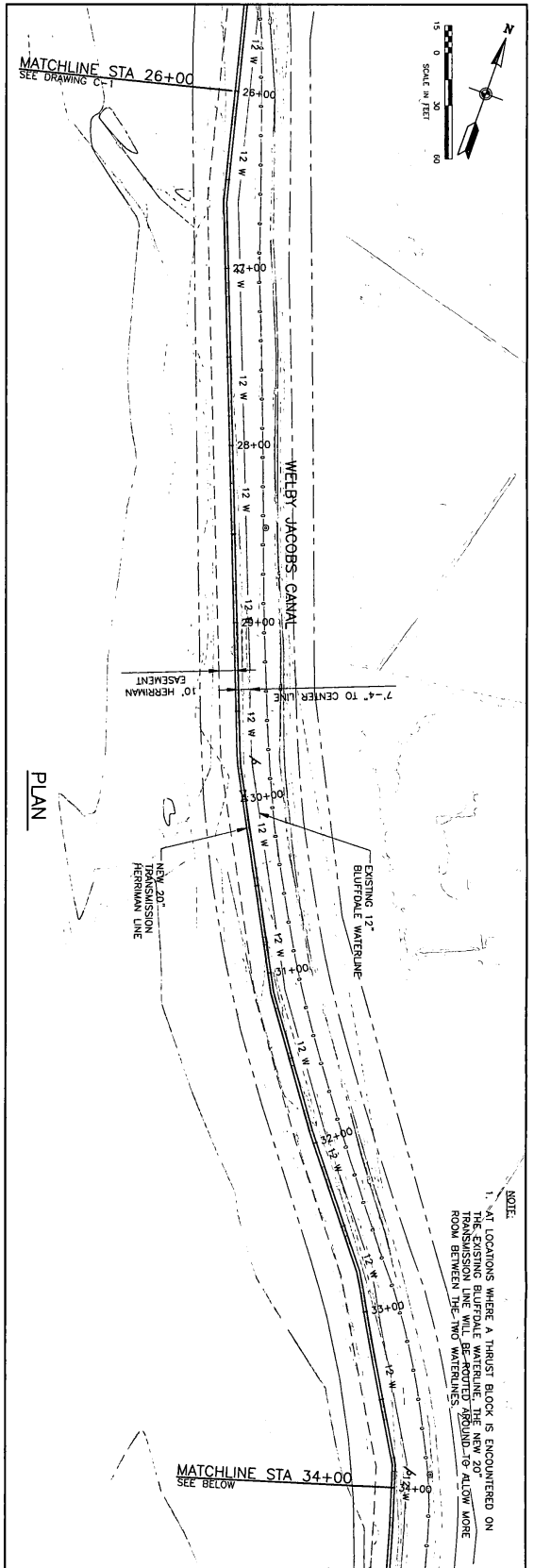
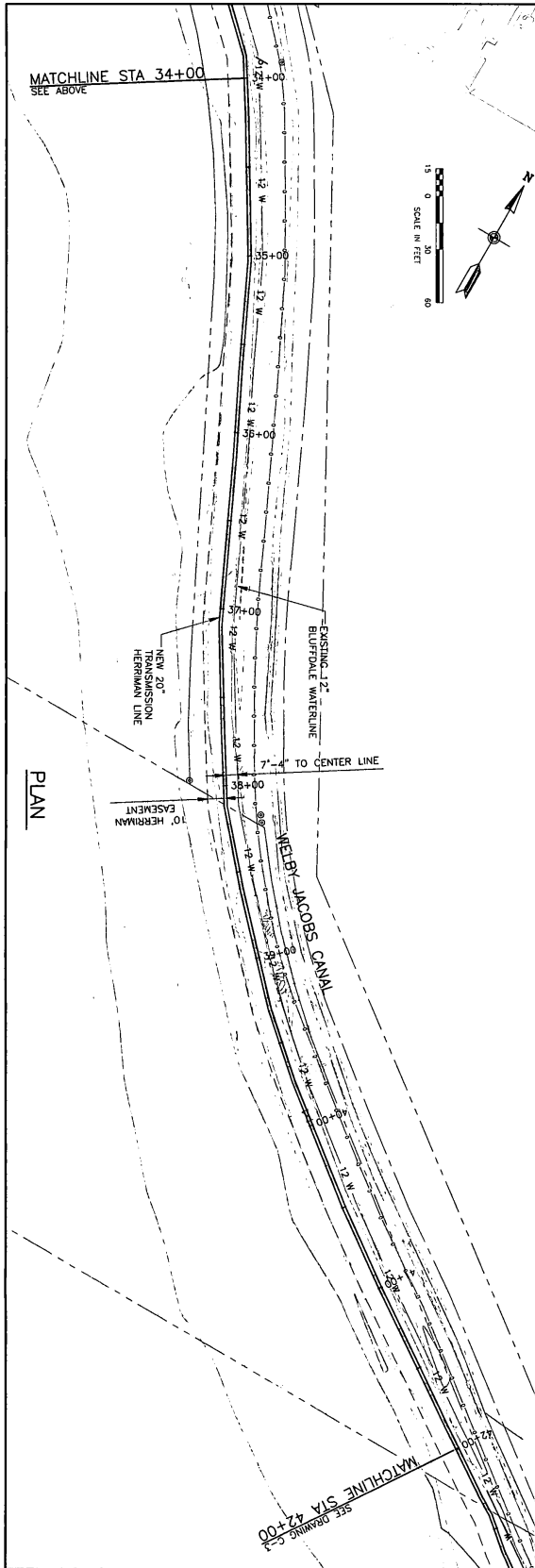


SHEET <b>C-1</b> OF XX	DRAWING NO. <b>C-1</b>	CIVIL <b>4000 WEST SECONDARY PUMP STATION</b> HERRIMAN, UT	<b>VERIFY SCALE</b> BAR IS ONE INCH ON ORIGINAL DRAWING	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REV. BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="text-align: center;">REVISIONS</td> </tr> </tbody> </table>	NO.	DATE	REV. BY	DESCRIPTION	REVISIONS			
		NO.			DATE	REV. BY	DESCRIPTION					
REVISIONS												
<b>20" TRANSMISSION LINE PLAN-1</b> DATE: JUNE 2014      PROJECT NUMBER: 217-13-02		DESIGN: <b>E. NEIL</b> CHECKED: <b>E. NEIL</b> DRAWN: <b>S. RIGGS</b> APPROVED: <b>B. MAYERS</b>										



**Bowen Collins & Associates, Inc.**  
CONSULTING ENGINEERS

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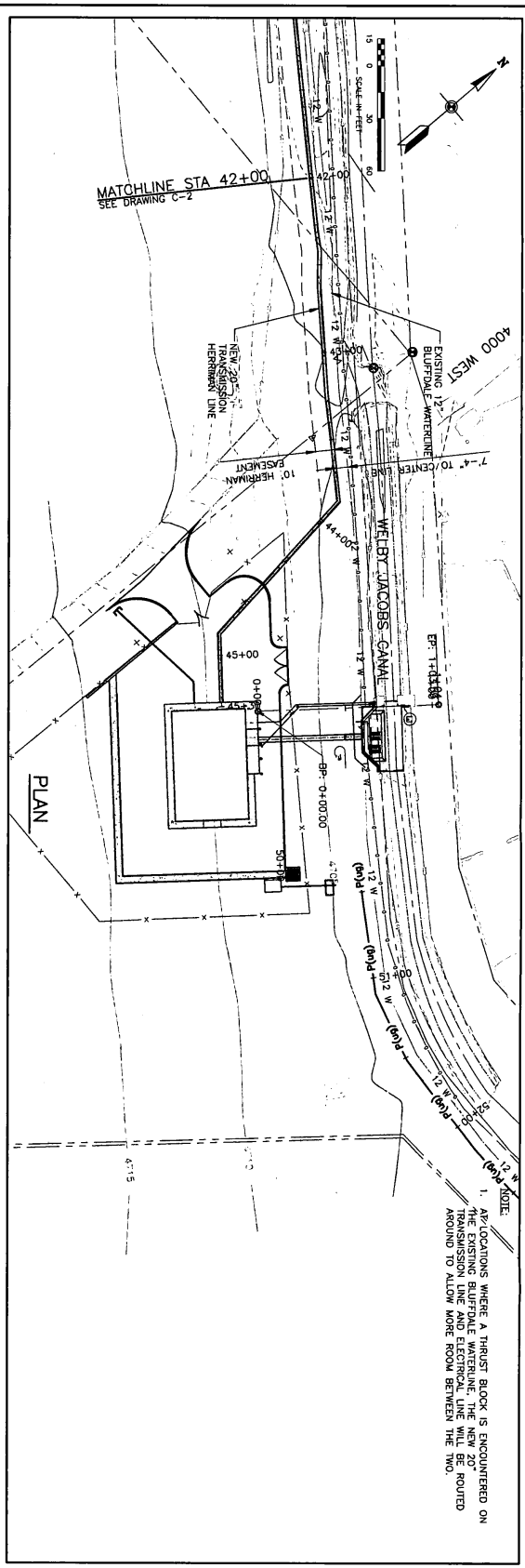
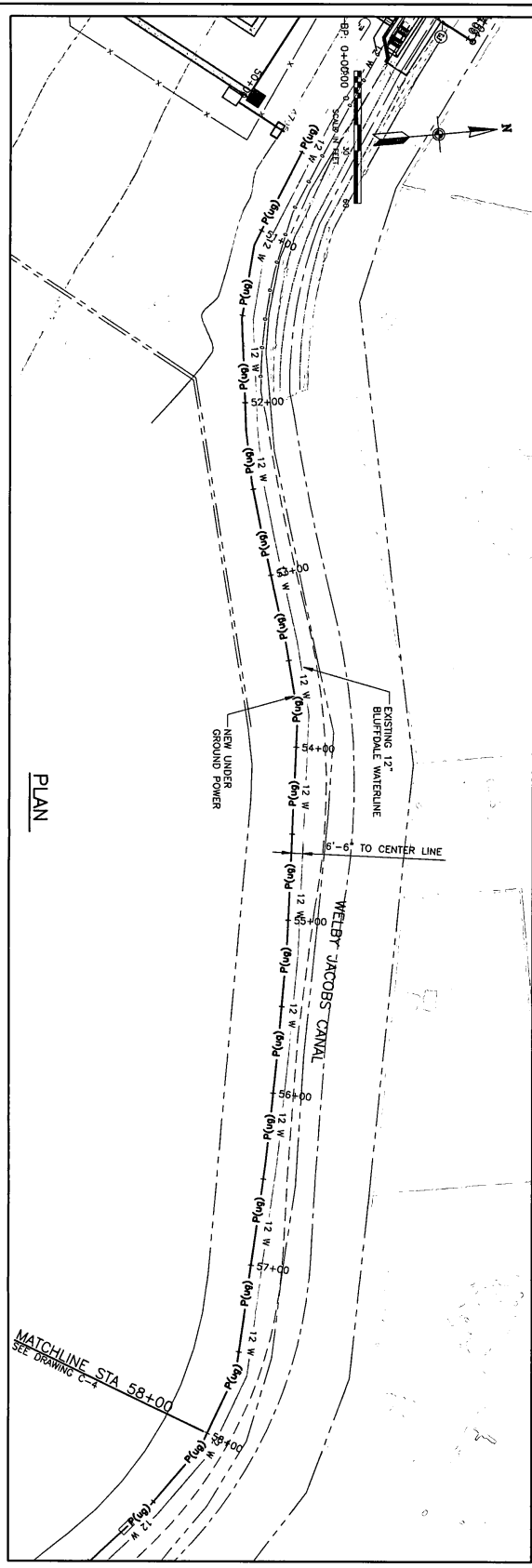


NOTE:  
 1. AT LOCATIONS WHERE A THURST BLOCK IS ENCOUNTERED ON EXISTING WATERLINES, THE TRANSMISSION LINE WILL BE ROUTED AROUND TO ALLOW MORE ROOM BETWEEN THE TWO WATERLINES.

SHEET 2 OF 2X DRAWING NO. C-2	CIVIL <b>20" TRANSMISSION LINE PLAN-2</b>	HERRIMAN CITY <b>4000 WEST SECONDARY PUMP STATION</b> HERRIMAN, UT	<b>VERIFY SCALE</b> <small>DRAWING IS ONE INCH ON ORIGINAL DRAWING</small>	NO. DATE REV. BY DESCRIPTION	<b>Bowen Collins &amp; Associates, Inc.</b> <small>CONSULTING ENGINEERS</small>
	DATE: JUNE 2014 PROJECT NUMBER: 217-13-02	DESIGN: E. NEIL CHECKED: E. NEIL DRAWN: S. RIGGS APPROVED: B. MAYERS	REVISIONS		



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PLAN

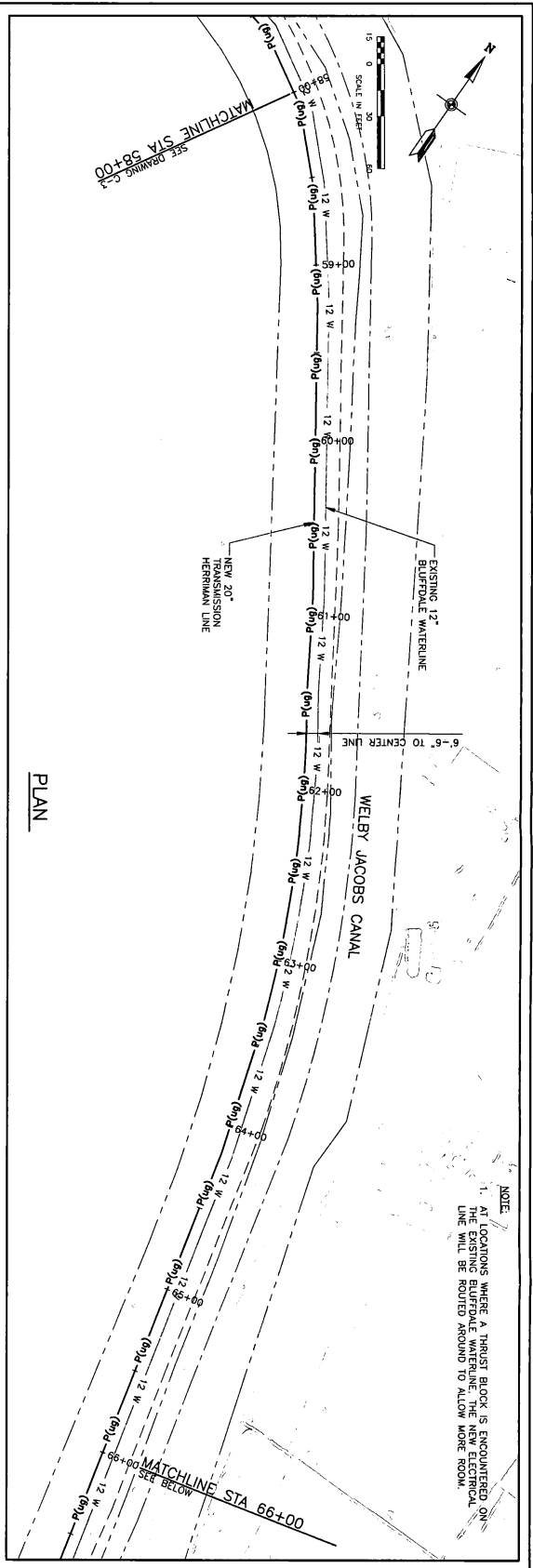
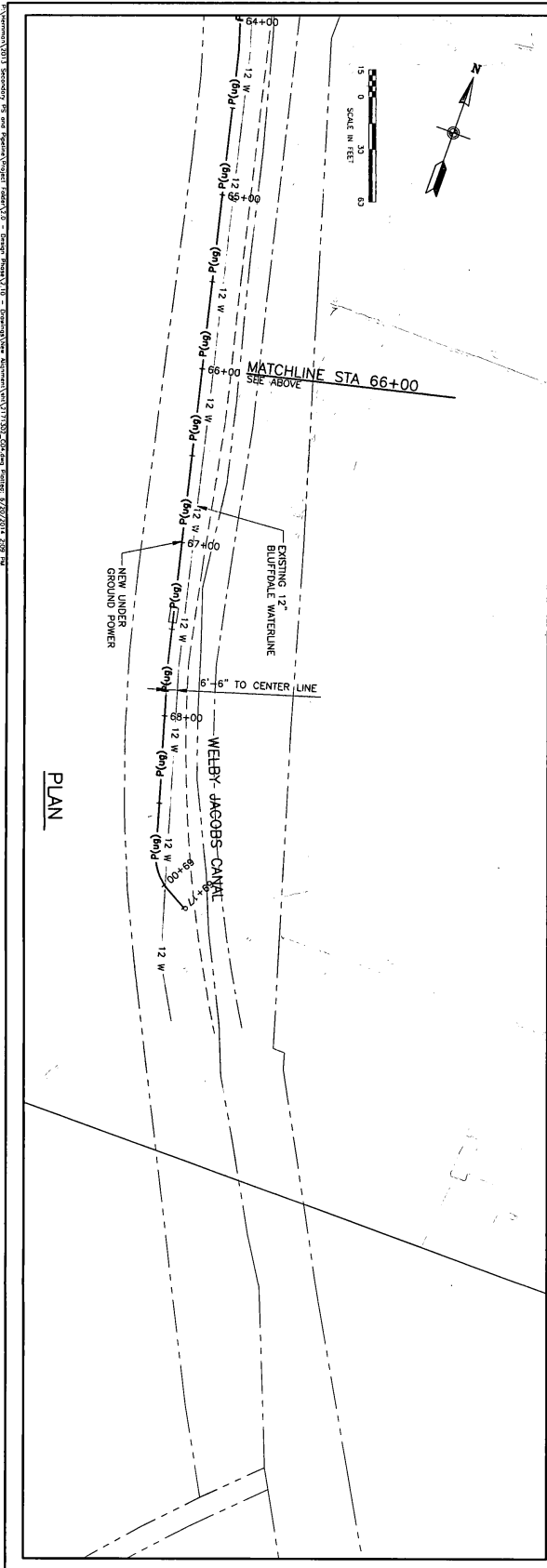
PLAN

NOTE:  
 1. AT LOCATIONS WHERE A THRUST BLOCK IS ENCOUNTERED ON THE EXISTING BURIED WATERLINE, THE NEW 20" ROUNDED END SHALL BE ROUNDED TO ALLOW MORE ROOM BETWEEN THE TWO.

SHEET 3 OF XX DRAWING NO. <b>C-3</b>	CIVIL <b>POWER AND 20" TRANSMISSION LINE PLAN-3</b>	HERRIMAN CITY <b>4000 WEST SECONDARY PUMP STATION</b> HERRIMAN, UT	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DESIGN E. NEIL</td> <td style="width: 50%;">REVIEW E. NEIL</td> </tr> <tr> <td>DRAWN S. RIGGS</td> <td>APPROVED B. MAYERS</td> </tr> </table>	DESIGN E. NEIL	REVIEW E. NEIL	DRAWN S. RIGGS	APPROVED B. MAYERS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">NO.</td> <td style="width: 50%;">DATE</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	NO.	DATE								
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DRAWN S. RIGGS	APPROVED B. MAYERS																	
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DATE: JUNE 2014      PROJECT NUMBER: 217-13-02	VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING	NO.    DATE    REV. BY    DESCRIPTION REVISIONS																

**90% REVIEW**

**Bowen Collins & Associates, Inc.**  
 CONSULTING ENGINEERS



CIVIL	<b>HERRIMAN CITY</b> <b>4000 WEST SECONDARY PUMP STATION</b> HERRIMAN, UT	<b>90% REVIEW</b>	<b>Bowen Collins &amp; Associates, Inc.</b> CONSULTING ENGINEERS																
DRAWING NO. <b>C-4</b>	DESIGN <b>E. NEIL</b> CHECKED <b>E. NEIL</b> DRAWN <b>S. RIGGS</b>	REVIEW <b>E. NEIL</b> APPROVED <b>B. MAYERS</b>	DATE: JUNE 2014 PROJECT NUMBER: 217-13-02																
SHEET <b>4</b> OF <b>XX</b>	<b>POWER LINE PLAN-4</b>	<b>VERIFY SCALE</b> <small>BAR IS ONE INCH ON ORIGINAL DRAWING</small>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REV. BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	REV. BY	DESCRIPTION												
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