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WHEN RECORDED MAIL TO:

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

12769332
05/09/2018 04:10 PM \$0.00
Book - 10673 Pg - 689-695
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
JORDAN VALLEY WATER
CONSERVANCY DISTRICT
8215 S 1300 W
WEST JORDAN UT 84088
BY: RMP, DEPUTY - WI 7 P.

[PARCEL ID # 26-28-400-003]

PIPELINE AGREEMENT

This Agreement is made between Herriman City, a municipality organized under the laws of the State of Utah ("Grantor"), and the Jordan Valley Water Conservancy District, a local district organized under the laws of the State of Utah ("Grantee").

RECITALS:

- A. Grantee is authorized by law to obtain easements and right-of-ways and to construct water works facilities and pipelines within them;
- B. Grantee intends to install water pipeline(s) and associated water system equipment and facilities (collectively referred to as "Pipelines") within the lands of Grantor; and,
- C. Grantee desires to obtain from Grantor and Grantor is willing to grant to Grantee an exclusive, perpetual underground Pipelines easement together with a right-of-way in, on, over, under, across and through the lands of Grantor, consistent with the terms set forth in this Agreement.

JVWCD NO. 3978_JVWCD_PA

TERMS:

The parties agree as follows:

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

2. Grantor hereby grants to Grantee a permanent right-of-way in, on, over, across and through the Easement Property for vehicular and pedestrian access, ingress and egress to and from adjacent property, and for use of existing roads to access the Easement Property and the right-of-way. The description of the right-of-way is identical to the description of the Easement Property in attached Exhibit 1.

3. Grantee may place underground in the Easement Property such air vents, water vents, valves and other structures it deems necessary for the normal operation and maintenance of the Pipelines.

4. 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, reseed the area within the Easement Property with native grass seed and otherwise restore the land as near as reasonably possible to its pre-construction condition.

5. Any damage caused by Grantee to Grantor's land resulting from the reconstruction, operation, repair, replacement and maintenance of Grantee's Pipelines shall be repaired as near as reasonably possible to its pre-construction condition.

6. Grantee shall be required, at its sole expense, to repair and/or replace, as near as reasonably possible to its pre-construction condition, any and all fencing belonging to Grantor which is damaged as a result of construction and installation of Grantee's Pipelines. All such work shall be completed by Grantee within thirty (30) days from the date of completion of Grantee's successful, final testing of the Pipelines.

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

(b) Grantor shall not build, install, allow or otherwise place upon the Easement Property (i) any permanent structure, including but not limited to buildings or masonry fences, or (ii) any structure which interferes with, or renders more difficult or expensive, Grantee's use of the right-of-way and/or easement granted under this Agreement or otherwise violates the terms of this Agreement. Upon demand of Grantee, any prohibited structure shall be removed immediately by Grantor from the Easement Property.

(c) Grantor shall not plant or allow trees or shrubs within the Easement Property.

(d) Following construction of the Pipelines, Grantor shall not remove cover or materials from, or place fill or materials within, the Easement Property without the prior written consent of Grantee.

(e) Grantor may cross or cover the Easement Property with sidewalks, curbs and gutters, asphalt roadways, driveways, or other similar non-permanent improvements, but only upon the prior written consent of Grantee.

8. Neither Grantor nor Grantee shall grant additional easements, licenses or right-of-ways within the Easement Property without the prior written consent of the other. If Grantee consents to the placement by third parties of utilities within the Easement Property, Grantee shall have the right to modify alignments and depths of those utilities in order to maintain a corridor practical for Grantee's Pipelines and to ensure protection of the Pipelines following construction.

9. Within forty-five (45) days from the date Grantor executed this Agreement, Grantee shall pay the sum of Three Thousand Six Hundred Seventy-Seven and 00/100 Dollars (\$3,677.00) to Grantor as consideration for this Agreement.

10. Grantee may assign this Agreement, any of its rights under this Agreement, and the right-of-way and/or easements granted it by this Agreement.

11. Grantor warrants there are no unrecorded liens, encumbrances, contracts or leases which burden, claim an interest in, are secured by, or otherwise affect the interests and/or rights granted by this Agreement to Grantee in the Easement Property.

12. This Agreement anticipates use of the Easement Property by Grantee for its Pipelines. Grantee hereby is given the right to use the Easement Property for utility lines, communications lines, or for similar uses or services it deems appropriate.

13. This Agreement may be amended only by written instrument executed by all parties.

14. 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.

15. 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.

16. Each individual executing this Agreement does thereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.

17. 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.

18. Any party may record this Agreement.

"Grantor":

Herriman City

Dated: 04-18-18

By: 

Its: City Manager

"Grantee":

Jordan Valley Water Conservancy District

Dated: 4-30-18

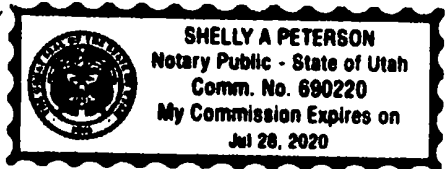
By: 

Its: General manager

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

The foregoing instrument was acknowledged before me this 18 day of April 2018, by Brett Geo. Wood

Shelly A. Peterson
NOTARY PUBLIC



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

The foregoing instrument was acknowledged before me this 30th day of April 2018, by Richard P. Bay as General Manager of the Jordan Valley Water Conservancy District.

Beverly M. Parry
NOTARY PUBLIC

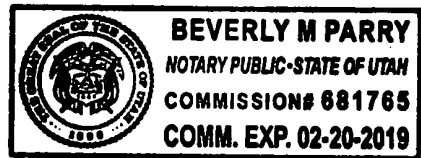


EXHIBIT 1

DESCRIPTION OF THE EASEMENT PROPERTY

Commencing at the Northeast corner of Section 28, Township 3 South, Range 2 West, Salt Lake Meridian; thence North 89°31'08" West 877.60 feet along section line; thence South 00°42'31" West 449.76 feet to the Northwest corner of Lot 1, Herriman 5mg Tank Subdivision, per official plat of record in the Salt Lake County Recorder's Office and the POINT OF BEGINNING; thence East 63.27 feet; thence South 00°42'31" West 40.50 feet; thence West 63.27 feet; thence North 00°42'31" East 40.50 feet to the POINT OF BEGINNING.

Contains 2562 square feet or 0.059 acres, more or less.