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WHEN RECORDED MAIL TO:

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

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08/07/2020 11:29 AM \$0.00  
Book - 10994 Pg - 6463-6478  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
JORDAN VALLEY WATER  
CONSERVANCY DISTRICT  
8215 S 1300 W  
WEST JORDAN UT 84088  
BY: DSA, DEPUTY - MA 16 P.

[PARCEL ID #33-22-400-029-4001]

ENCROACHMENT AGREEMENT

This Encroachment Agreement is made as of August 3, 2020, between the Jordan Valley Water Conservancy District, a local district organized under the laws of the State of Utah ("District"), and Huskie'z Landscaping, Inc., a Utah corporation ("Company").

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 Company 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 Company, but only to this extent and for this purpose: The Company may construct, operate, and maintain an access road to transport stockpiles of rock and topsoil to the Company's Trommel screener, consisting of three-fourths inch (3/4") gravel that is twelve inches (12") thick. The access road shall pose no threat to the integrity of the District's structures, equipment, facilities or pipeline(s) within the Right-of-Way. Trucks are not permitted to stop, park, or load anywhere along the Easement/Right-of-Way, and trucks must adhere to H-20 loading specifications, and they may not exceed speeds up to five (5) miles per hour (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 Company 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 Company's encroachment on or across the District's Easement/Right-of-Way: (i) is suitable for the Company'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 Company shall comply with the District's Guidelines for Encroachment upon the Easement/Right-of-Way as set forth in attached Exhibit C.

3. The Company 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 Company, the Company 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 Company for removal, damages, or any cost or expense, and the Company, 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 Company 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 Company 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 Company [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 Company 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 Company's risk and hazard and, without limiting the generality of the foregoing, the Company agrees that the District shall not be responsible for any harm, damage or injury that may be suffered or incurred by the Company, 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 Company 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 Company 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 Company's encroachment on the Easement/Right-of-Way.

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

(b) In the event of termination, the Company, 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 Company 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:

8-3-2020

By:

Barton A. Forsyth

Barton A. Forsyth  
Its General Manager/CEO

"Company":

Huskie'z Landscaping, Inc.

Dated:

7-23-2020

By:

Zachary Scott Hinckley  
Zachary Scott Hinckley  
Its President/Treasurer

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

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of August, 2020, by Barton A. Forsyth as General Manager/CEO of the Jordan Valley Water Conservancy District.

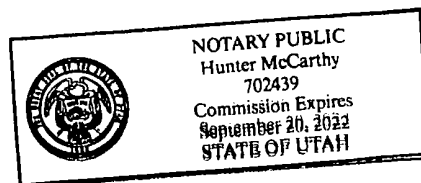
Beverly M Parry  
Notary Public



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

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of July, 2020, by Zachary Scott Hinckley as President/Treasurer of Huskie'z Landscaping, Inc.

Hunter McCarthy  
Notary Public



## EXHIBIT A

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

The District's easement and right-of-way includes the following parcel of real property:

A strip of land (Easement Property) eighty feet (80.0') in width situated in Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, State of Utah, being more particularly described as follows:

#### Parcel No. 7

Beginning on Grantor's West property line at a point that is South 0°47'46" East along the section line 1299.30 feet, more or less, South 89°05'20" East 2658.48 feet, more or less, and South 0°15'06" East 367.38 feet, more or less, from the GLO brass cap monument at the West Quarter corner of said Section 22, from which monument the GLO brass cap monument at the Northwest corner of said Section 22 bears North 0°15'25" East 2651.96 feet (basis of bearing); thence South 54°03'17" East 111.77 feet; thence Southeasterly 83.99 feet along the arc of a 500.00 foot radius curve to the left through a central angle of 9°37'30" (chord bears South 58°52'02" East 83.89 feet), more or less, to a point on the Westerly line of State Highway 68; thence along said Westerly line of highway South 19°44'22" East 107.77 feet, more or less; thence Northwesterly 175.27 feet along the arc of a 580.00 foot radius curve to the right through a central angle of 17°18'51" (chord bears North 62°42'42" West 174.60 feet); thence North 54°03'17" West 53.23 feet, more or less, to Grantor's West property line; thence along Grantor's West property line North 0°15'06" West 99.13 feet, more or less, to the point of beginning.

The area contained within the described parcel No. 7 is 0.39 acre.



EXHIBIT B

ENCROACHMENT IMPROVEMENTS

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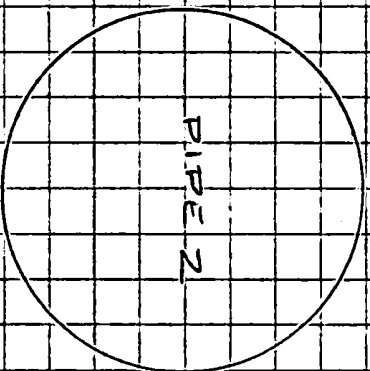
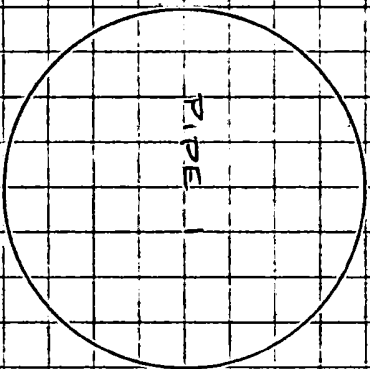


18436 CAMP WILLIAMS  
HERMAN, UTAH 84065

TRAVEL DIRECTION  
← →

3/4" GRAVEL ROAD

EXISTING MATERIAL



NOT TO SCALE



# Westcon Equipment

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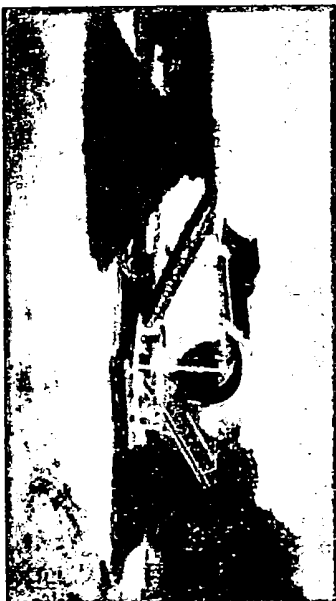
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TERRA SELECT, T3

See all Terra Select products ▾



## Specification

### Screening Trommel:

- Length: 3m
- Diameter: 1.6m
- Efficient Screen Surface: 15 m<sup>2</sup>

### Infeed Hopper:

- Capacity: 2.5 m<sup>3</sup>
- Width: 2.83m
- Depth: 1.4m

### Fine Grain Conveyor:

- Belt Length: 3.5m
- Belt Width: 600mm

### Coarse Grain Conveyor:

- Belt Length: 3.9m
- Belt Width: 600mm

### Drive:

- Diesel/Hydraulic: 23 kW Perkins Engine
- Tank Volume: 80 ltr

**Total Machine Weight: 7,000 kg**

## T3

The Terra Select T3 is their smallest compact screening machine which gives easy entry into trommel screening technology. This compact machine has good accessibility for service work and the use of proven high-quality components from the Terra Select trommel screening series.



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This well constructed machine is perfectly designed for small compost sites or market gardening. The T3 is equipped with a Perkins Diesel engine with 23 Kw.

The generous Infeed hopper provides screening capacities of up to 60 m3 per hour.

## Download Brochure

 Download Brochure (product\_downloads/Terra Select T3.pdf)

## Video



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## 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 or elevations 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 Company'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 or elevations 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 Company 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 the actual location of the 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 Company 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.

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, shall 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 Company shall install a "locator wire" as required by District specifications.

O. The Company 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.