

MNF

WHEN RECORDED MAIL TO:

Jordan Valley Water
Conservancy District
Attn: Michele Guy
8215 South 1300 West
West Jordan, UT 84088

13635740

04/19/2021 01:52 PM \$0.00

Book - 11159 Pg - 5207-5223

RASHELLE HOBBS

RECORDER, SALT LAKE COUNTY, UTAH

JORDAN VALLEY WATER

CONSERVANCY DISTRICT

8215 S 1300 W

WEST JORDAN UT 84088

BY: GGA, DEPUTY - MA 17 P.

[PARCEL ID #33-22-400-051]

NOTICE OF AGREEMENT

An accurate and complete copy of the original Agreement between the United States of America and Huskie'z Properties, LLC, dated March 26, 2021, is attached to this Notice, for property situated in Bluffdale, Utah, described as follows:

BEG N 975.00 FT & W 810.00 FT FR SE COR SEC 22, T4S, R1W, SLM; W 1830.00 FT; S 345.00 FT; E 2036.00 FT M OR L TO CANAL; NWLY 401.82 FT M OR L TO BEG. LESS CANAL. LESS UTAH POWER & LIGHT CO TRACTS. LESS RD. LESS & EXCEPT BEG S 89°30'13" E 426.47 FT & N 0°29'47" E 619.78 FT FR S 1/4 COR SD SEC 22; N 19°25'43" W 289.28 FT; N 87°56'46" E 6.14 FT; S 19°25'23" E 289.53 FT; N 89°46'13" W 6.19 FT TO BEG. LESS THAT PORTION OUTSIDE HERRIMAN CITY.

Jordan Valley Water Conservancy District

Dated: 4-13-2021

By:

Michele Guy
Michele Guy
Its Right-of Way & Property Manager

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

The foregoing instrument was acknowledged before me this 13th day of April, 2021, by Michele Guy as Right-of-Way & Property Manager on behalf of the Jordan Valley Water Conservancy District.

Beverly M Parry
NOTARY PUBLIC
Residing in: Salt Lake County
Commission expires: 02-26-2023



Contract No. 20-LM-41-1080
Parcel No. 33-22-400-029-4001

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL UTAH PROJECT
JORDAN AQUEDUCT, REACH 1

EASEMENT ENCROACHMENT AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND
HUSKIE'Z PROPERTIES, LLC

This Easement Encroachment Agreement made this 26th day of March 2021, 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, (United States), and HUSKIE'Z PROPERTIES, LLC (Permittee).

WITNESSETH THAT:

WHEREAS, the United States is the Grantee of that certain easement which 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 Permittee has requested permission to cross the Landowner's 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 Permittee only to the extent and for the purposes set forth below:

A. The Easement of the United States is situated within the following parcel:

The Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, UT. The Parcel is located adjacent to the Jordan Aqueduct Reach 2 as shown in Exhibits A/B attached hereto and by this reference made a part hereof.

- B. Permittee is permitted daily access to cross the United States easement. See Exhibits A-B for additional info, attached hereto, and by this reference made a part hereof.
- C. Landowner 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.
- D. Said access road shall be constructed in a manner to pose no threat to the integrity of the Jordan Aqueduct Reach 1 pipeline, facilities, structures or equipment within the U.S. Easement.
- E. Trucks are not permitted to stop, park, or load anywhere along the U.S. Easement, and trucks must adhere to H-20 loading specifications, and they may not exceed speeds up to five (5) miles per hour.
- F. Daily activity will consist of trucking in soil and rock to be screened on the property. The material will ultimately be transported offsite to its end customers.
- G. No stockpiles will be permitted to be stored within the U.S. Easement.
- H. Equipment using this Crossing will consist of dump trucks and a single screening Trommel plant. The screening Trommel weight is listed at approx. 7,000 kg or 8 tons.
- I. The access road construction period to be at sole discretion of the District and shall in no case exceed five (5) days.
- J. Notification will be made to the Bureau of Reclamation at (801) 379-1000 and the District at a minimum of forty-eight (48) hours prior to any work in the ROW, so that a District Inspector at (801) 565-4300 can be on site to monitor the excavation and boring activities.
- K. It is acknowledged that permittee has a documented right to access and use underlying landowner's property in accordance to the plans and drawings provided to the United States. Also, Permittee does hereby accept and acknowledge that United States is not granting access to or a right to use the underlying landowner's property.

1. **COVENANT AGAINST FUTURE ENCROACHMENTS:** Permittee covenants and agrees that it shall not place or allow additional encroachments or material within the Easement. Except as allowed under paragraph 2 (a) above, should any encroachment be placed within the Easement in violation of this covenant, Permittee agrees to remove the same promptly, at Permittee's sole risk, cost and expense. Should the District or any federal

agency be required to remove said encroachment or material, Permittee agrees to reimburse to the said District or federal agency the full cost and expense of doing so within fifteen (15) days of receipt of a demand for the payment. Should Permittee fail to make timely payment, the unpaid amount shall bear interest thereafter, both before and after judgment, at the rate of eighteen percent (18%) per annum.

2. **AUTHORIZED FEDERAL AGENCY:** 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.
3. **PLANS AND SPECIFICATIONS:** The Permittee and its Contractor shall perform all work within the Easement in accordance with the plans, drawings, guidelines, and maps shown in Exhibits A and B, attached hereto and by this reference made a part hereof, and in a manner satisfactory to the United States, Jordan Valley Water Conservancy District (the "District").
4. **SEVERABILITY:** Each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision 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. **REVOCATION/TERMINATION:** This Agreement may be revoked by the United States upon thirty (30) days written notice to the Permittee:
 - a. For nonuse of the project lands by Permittee for a period of two (2) continuous years; or,
 - b. The United States determines that the Permittee's use of the land is no longer compatible with project purpose; or,
 - c. After failure of the Permittee to observe any of the conditions of this Agreement and on the tenth day following service of written notification on the Permittee of the termination because of failure to observe such conditions; or,
 - d. At the sole discretion of the United States.
7. **HOLD HARMLESS:** The Permittee 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 Permittee activities under this Agreement.

a. In consideration of the United States agreeing to encroachment upon the Easement by the Permittee, the Permittee 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, 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, and/or the liability of the District beyond the provisions of the Governmental Immunity Act of Utah, Utah Code Ann §§ 63G-7-101 et seq.

b. In consideration of the United States agreeing to the Permittee encroaching upon the Easement, the Permittee 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 by the Permittee. The Permittee 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 Permittee 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, and/or the liability of the District beyond the provisions of the Governmental Immunity Act of Utah, Utah Code Ann §§ 63G-7-101 et seq.

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 encroachments upon the Easement, or works of the Permittee or its Contractor, the Permittee 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. **OPERATIONS AND MAINTENANCE:** If, for any reason the District access to the Easement on the Permittee's property, whether in an emergency situation or not, and

particularly those instances requiring excavation, neither the United States nor the District shall be liable for any damage to any encroachment, and they shall not have any responsibility to restore, replace, or re-construct a disturbed encroachment. If any encroachment is damaged or destroyed, any repair or replacement shall be at the Permittee's sole expense, and the new, repaired, or replaced encroachment shall require a new encroachment agreement to be executed at the discretion of the United States.

9. **PROTECTION OF UNITED STATES INTERESTS:** The Permittee 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.

10. **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.

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 Permittee shall have the right to use, alter, or modify the encroachment in a manner which will increase the burden of the encroachment on the Easement.

13. **SPECIAL PROVISIONS:**

- 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 retaining

walls, block walls, buildings, garages, decks, carports, mobile homes with permanent foundations, swimming pools, block, cement, fences, or rock fences and walls as designated by the United States.

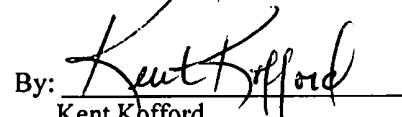
- c. No trees or vines will be allowed within the rights-of-way of the United States.
- d. All temporary or permanent changes in ground surfaces within United States rights-of-way are to be considered to be encroaching structures and must be handled as such. Earthfills and cuts on adjacent property shall 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 ten (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

- k. performing any work on or in connection with the operation of the encroaching structure.
- l. 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.
- m. All backfill material within United States rights-of-way shall be compacted to ninety-five percent (95%) of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within six inches (6") of the projects works whenever possible. In no case will mechanical compaction using heavy equipment be allowed over the project works or within eighteen inches (18") horizontally of the projects works.
- n. That the backfilling of any excavation or around any structure within the United States rights-of-way shall be compacted in layers not exceeding six inches (6") thick to the following requirements: (1) cohesive soils to ninety-five percent (95%) maximum density specified by ASTM Part 19, D-698, method A; (2) non-cohesive soils to ninety-five percent (95%) relative compaction specified by ASTM D 7382-08.
- o. Any nonmetallic encroaching structure below ground level shall be accompanied with a metallic strip within the United States rights-of-way.
- p. 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.
- q. No use of United States lands or rights-of-way shall be permitted that involve the storage of hazardous material.

This Agreement makes no finding as to the right, title, or validity of the Permittee 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: 
 Kent Kifford
 Area Manager

PERMITTEE:
HUSKIEZ PROPERTIES, LLC

By: 
Name: ZACHARY SCOTT HINCKLEY
Title: MEMBER

Heather A. Hinckley
Heather A. Hinckley
Member

CONCUR:
JORDAN VALLEY WATER CONSERVANCY DISTRICT

By: *Barton A. Forsyth*
Barton A. Forsyth
General Manager/CEO

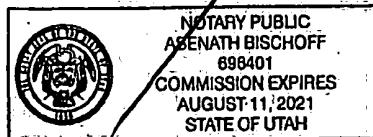
AKNOWLEDGMENT OF THE UNITED STATES

State of UT)
County of) ss.

per next page

On this 23 day of September, 2020, personally appeared before me Heather Hinckley, 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.

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



(NOTARY SEAL)

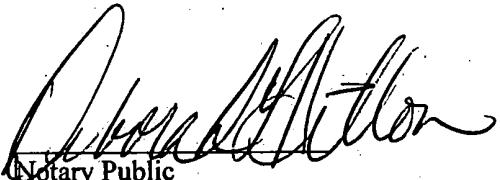
Abenath Bischoff
Notary Public

ACKNOWLEDGMENT OF THE UNITED STATES

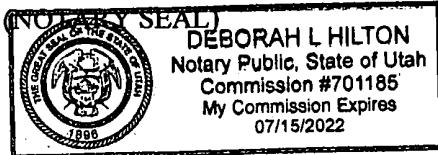
State of UT)
) ss.
County of UT)

On this 26th day of March, 2020, personally appeared before me
Ken Layford, 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.

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



Notary Public



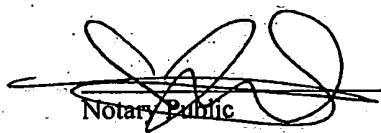
ACKNOWLEDGMENT OF HUSKIE'Z PROPERTIES, LLC

State of UT)
) ss.
County of)

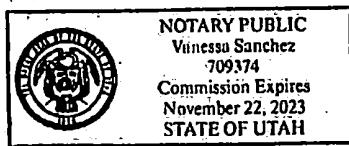
On this 22 day of September, 2020, personally appeared before me
Zachary Hinckley, known to me to be the member
of Huskie'z Properties, LLC, and signer of the above instrument, who duly acknowledged to me
that he/she executed the same on behalf of Huskie'z Properties, LLC, pursuant to authority
delegated to them.

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

(NOTARY SEAL)

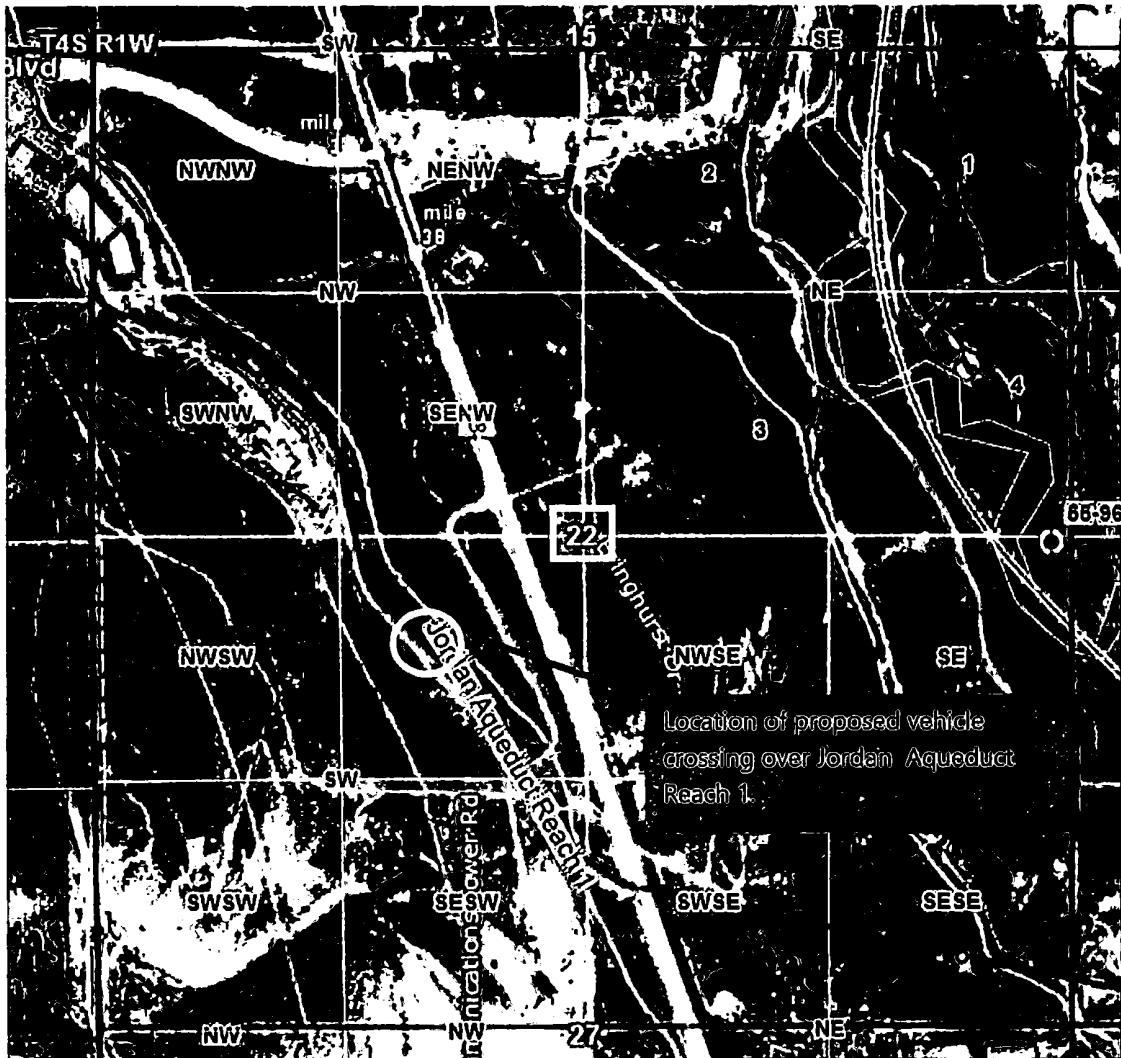


Notary Public



20-LM-41-1080

SECTION 22 • TOWNSHIP 4 SOUTH • RANGE 1 WEST

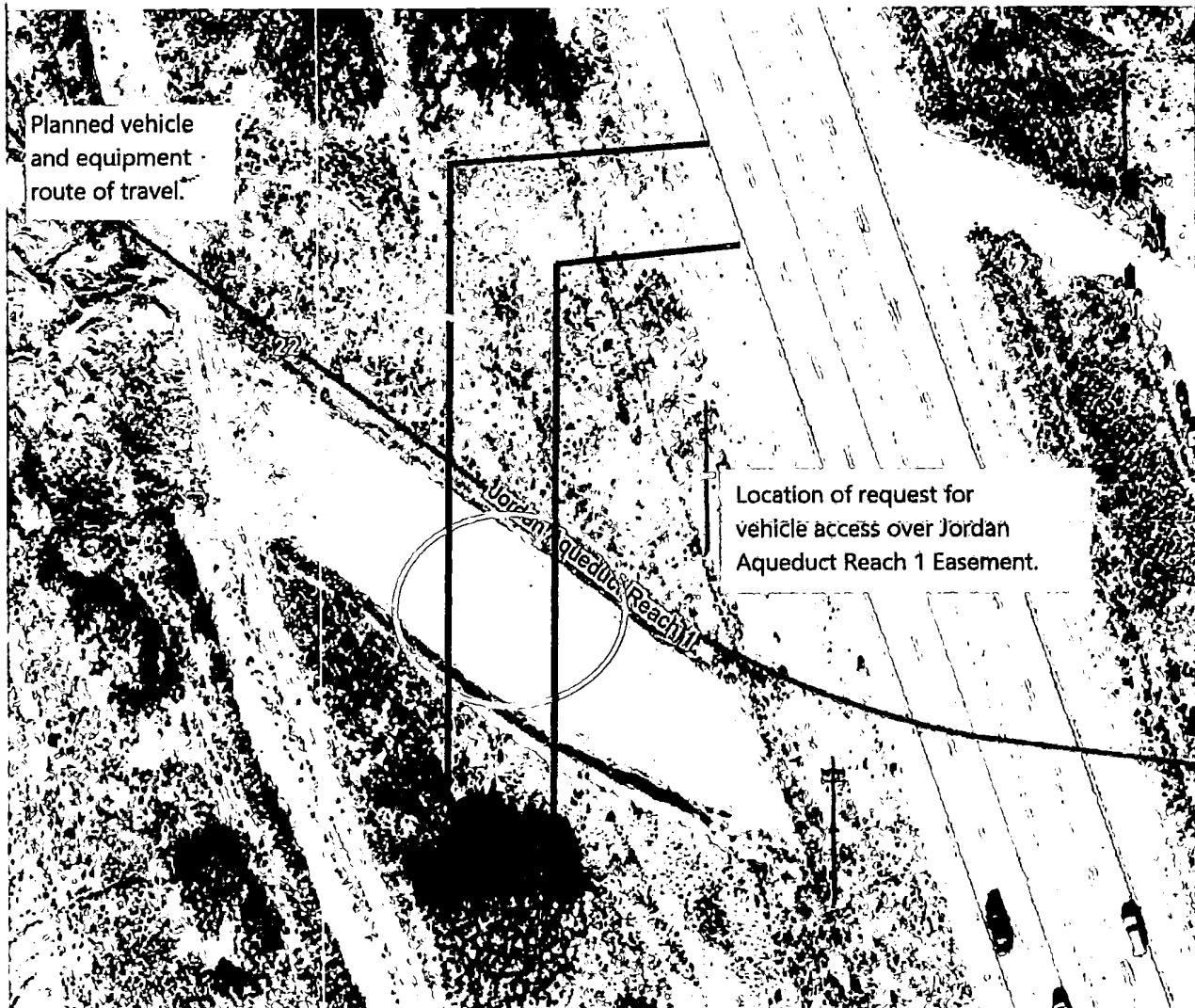


An image shows general location of encroachment in relation to the United States Easement

EXHIBIT A 1 of 2

20-LM-41-1080

SECTION 22 • TOWNSHIP 4 SOUTH • RANGE 1 WEST



An image shows detailed location of encroachment in relation to the United States Easement

EXHIBIT A 2 of 2

20-LM-41-1080



Westcon Equipment (index.asp)

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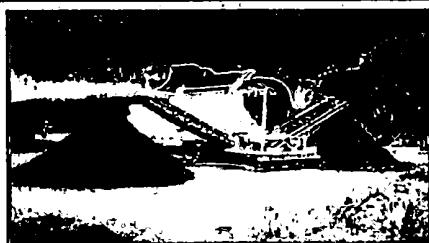
[HOME \(INDEX.ASP\)](#) [ABOUT US \(ABOUT-WESTCON.ASP\)](#) [SPARES \(SPARE-PARTS.ASP\)](#) [SERVICE \(WESTCON-SERVICE.ASP\)](#) [EQUIPMENT HIRE \(EQUIPMENT-HIRE.ASP\)](#) [USED MACHINES \(USED-MACHINES.ASP\)](#)

[CONTACTS \(CONTACT-WESTCON.ASP\)](#)



TERRA SELECT, T3

[See all Terra Select products ▾](#)



Specification

Screening Trommel:

- Length: 3m
- Diameter: 1.8m
- Efficient Screen Surface: 15 m²

Infeed Hopper:

- Capacity: 2.5 m³
- Width: 2.83m
- Depth: 1.4m

Fine Grain Conveyor:

- Belt Length: 3.8m
- 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.



0 Items in your basket
[CHECKOUT \(BASKET.ASP\)](#)

EXHIBIT B 1 of 4

20-LM-41-1080

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



[\(manufacturers.asp?bid=1\)](#)



[\(manufacturers.asp?bid=3\)](#)

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EXHIBIT B 2 of 4

20-LM-41-1080

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N



EXHIBIT B 3 of 4

BK 11159 PG 5222

20-LM-41-1080

8436 Camp Williams
Herriman, Utah 84065

TRAIL DIRECTION

3/4" - GRAVEL ROAD

EXISTING MATERIAL

SWP
PIPE

JA
PIPE 2

NOT TO SCALE

EXHIBIT B 4 of 4