

WHEN RECORDED MAIL TO:

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

13952587 B: 11339 P: 2952 Total Pages: 9
05/16/2022 11:22 AM By: zjorgensen Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: JORDAN VALLEY WATER CONSERVANCY DISTRICT
8215 SOUTH 1300 WESTWEST JORDAN, UT 84088



[PARCEL ID #22-05-376-006]

PIPELINE AGREEMENT

This Agreement is made between 900 East Ivy Place, LLC, a Utah limited liability company ("Grantor"), and the Jordan Valley Water Conservancy District, a Utah local district ("Grantee").

RECITALS:

- A. Grantee is authorized by law to obtain easements and right-of-ways for water works facilities and pipelines within them;
- B. Grantor has installed and constructed water pipelines, valves, fire hydrants, related water transmission facilities, and meters (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 a non-exclusive, perpetual 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.

TERMS:

The parties agree as follows:

1. Grantor hereby grants to Grantee a non-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 non-exclusive, 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 in the Easement Property such air vents, water vents, valves and other structures, facilities, and equipment it deems necessary for the normal operation and maintenance of the Pipelines.

4. (a) Grantor shall have and maintain a limited right to occupy and use the Easement Property for any purpose not inconsistent with the grant to the District of the easement and right-of-way and with the terms and conditions of this Agreement.

(b) Grantor shall not build, install, allow, plant, or otherwise place within the Easement Property (i) any permanent structure, including but not limited to buildings or masonry fences; (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; and (iii) any trees or shrubs. Upon demand of Grantee, any prohibited structure or feature shall be removed immediately by Grantor from the Easement Property.

(c) Following construction and installation 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.

(d) Grantor may cross or cover the Easement Property with sidewalks, curbs and gutters, asphalt roadways, driveways, or other similar non-permanent improvements.

(e) Grantor may relocate Segment 2 or Segment 3 of the Easement Property, as described in Exhibit A, and the Pipelines installed by Grantor within such segments, to another location within the lands of the Grantor, if the Grantor satisfies the following conditions: (i) the plans for relocating the Pipelines are prepared at the Grantor's expense by a licensed engineer; (ii) the Grantee reviews the plans, determines that the proposed relocation complies with Grantee's then existing standards, and approves the plans, which approval shall not be unreasonably withheld; (iii) an amendment to this Agreement, including a description of the location of the relocated segments and such other terms as may be necessary to address the approved relocation, is prepared, executed by both parties and recorded at the Grantor's expense; and (iv) the relocated Pipelines are installed at Grantor's expense.

5. Grantor may grant additional easements, licenses or right-of-ways within the Easement Property for other utilities, provided, however, that (i) Grantor shall notify

Grantee in advance of the grant, and (ii) Grantee shall have the unconditional right to modify alignments and depths of any utilities proposed to be installed within the Easement Property in order to maintain a corridor practical for Grantee's Pipelines and to ensure protection of the Pipelines following construction.

6. Withing forty-five (45) days from the date Grantor executed this Agreement, Grantee shall pay the sum of Ten Dollars and 00/100 (\$10.00) to Grantor as consideration for this Agreement.

7. 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.

8. 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.

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

10. 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.

11. 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.

12. 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.

13. 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.

14. Any party may record this Agreement.

[SIGNATURE PAGE FOLLOWS]

"Grantor":

900 East Ivy Place, LLC

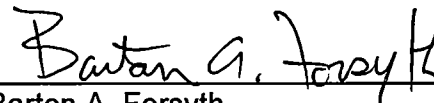
Dated: 4/19/2022

By: 
Stephen P. Hopkins
Its Authorized Agent

"Grantee":

Jordan Valley Water Conservancy District

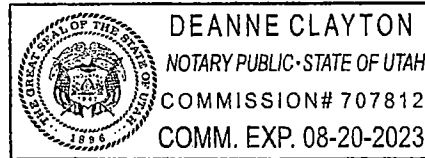
Dated: 4-29-2022


Barton A. Forsyth
Its General Manager/CEO

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

The foregoing instrument was acknowledged before me this 19TH day of APRIL, 2022, by Stephen P. Hopkins as Authorized Agent of 900 East Ivy Place, LLC.

Deanne Clayton
NOTARY PUBLIC



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

The foregoing instrument was acknowledged before me this 29th day of April, 2022, by Barton A. Forsyth as General Manager/CEO of the Jordan Valley Water Conservancy District.

Beverly M. Parry
NOTARY PUBLIC

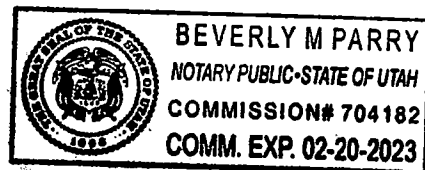


EXHIBIT 1

DESCRIPTION OF THE EASEMENT PROPERTY

Segment 1:

A water easement being a strip of land lying within an entire tract of land described as Parcel 1 in that Special Warranty Deed recorded December 2, 2019 as Entry No. 13136538 in Book 10866, at Page 8764 in the Office of the Salt Lake County Recorder. Said easement is located in the Southwest Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian.

Beginning at a point which is 705.33 feet North and 1412.63 feet West from the South Quarter corner of said Section 5; thence S.22°42'25"E. 21.64 feet; thence S.44°52'09"W. 68.62 feet; thence N.67°39'05"W. 21.65 feet; thence N.44°52'09"E. 85.17 feet to the **Point of Beginning**.

The above-described water easement contains 1,538 square feet in area or 0.035 acres, more or less.

Segment 2:

A waterline easement being a strip of land 15.0 feet in width lying within an entire tract of land described in that Special Warranty Deed recorded August 27, 2021 as Entry No. 13756450 in Book 11229, at Page 2613 in the Office of the Salt Lake County Recorder. Said easement is located in the Southwest Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian. Said 15.00 – foot strip of land lies 7.50 feet on each side of the following described centerline:

Beginning at a point, which is 1110.14 feet N. 04°54'30" W. along a monument line to a street monument at the intersection of Van Winkle Expressway and 900 East Street and 778.69 feet N. 08°48'43" W. and 170.34 feet N. 04°54'30" W. and 216.75 feet N. 89°59'47" W. from a street monument at approximately 4905 South 900 East; said point of beginning is also 667.14 feet N. 89°50'00" W. and 24.08 feet N. 04°54'50" W. and 53.18 feet N. 89°49'40" W. and 170.34 feet N. 04°54'30" W. and 216.75 feet N. 89°59'47" W. from the South Quarter corner of said Section 5; thence North 491.49 feet to a **Point of Terminus**.

The sidelines of said 15.00 – foot wide strip of land shall be lengthened or shortened to begin and terminate at right angles to said centerline.

The above-described waterline easement contains 7,372 square feet in area or 0.169 acres, more or less.

Segment 3:

A waterline easement being a part of Lots 2 & 3, Murray Square Subdivision recorded January 6, 2022 as Entry No. 13863641 in Book 2022 of Plats, at Page 006 in the Office of the Salt Lake County Recorder. Said easement is located in the Southwest Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian and is described as follows:

Beginning at a point which is 15.52 feet S. 89°59'47" E. and 4.49 feet South from the northwesterly corner of said Lot 3; thence N. 89°54'59" E. 472.13 feet; thence North 19.80 feet; thence East 20.00 feet; thence South 19.83 feet; thence N. 89°55'21" E. 14.99 feet; thence S. 00°04'39" E. 20.00 feet; thence S. 89°55'22" W. 495.82 feet; thence N. 44°55'21" E. 11.97 feet; thence West 31.26 feet; thence N. 44°55'21" E. 16.25 feet to the **Point of Beginning**.

The above-described waterline easement contains 10,486 sq. ft. in area or 0.240 acre, more or less.

BASIS OF BEARING: The Basis of Bearing is N. 04°54'30" W. per said Murray Square Subdivision along a monument line between the street monument at the intersection of 4905 South / 900 East and the street monument at the intersection of 4725 South / 900 East.