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WHEN RECORDED MAIL TO:

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

14047512 B: 11388 P: 2489 Total Pages: 8
11/30/2022 11:21 AM By: adavis Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: JORDAN VALLEY WATER CONSERVANCY DISTRICT
8215 S 1300 WEST JORDAN, UT 84088



[PARCEL ID #22-20-405-022]

PIPELINE AGREEMENT

This Agreement is made between ICO Fort Union, 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. Any damage caused by Grantee to Grantor's land resulting from the operation, maintenance, repair, replacement and reconstruction of Grantee's Pipelines shall be repaired by Grantee, at its expense, as near as reasonably possible to its pre-construction condition.

5. (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.

6. 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.

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.

"Grantor":

ICO Fort Union, LLC

Dated: Aug 16, 2022

By: Jay May
Its: Authorized Agent

"Grantee":

Jordan Valley Water Conservancy District

Dated: 11-8-2022

By: Brian C. Forsyth
Its: General Manager

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

The foregoing instrument was acknowledged before me this 16th day of August, 2022, by Taylor Maughan as Authorized Agent of ICO Fort Union, LLC.

Beverly M Parry
NOTARY PUBLIC



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

The foregoing instrument was acknowledged before me this 8th day of November, 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

BEGINNING AT A POINT ON THE NORTH PROPERTY LINE OF THE ICO MULTIFAMILY HOLDINGS, LLC PARCEL, AS ESTABLISHED ACCORDING TO A SURVEY PREPARED BY MCNEIL ENGINEERING ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR AS S2018-02-0110, SAID POINT BEING SOUTH 1034.39 FEET AND WEST 1276.18 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID EAST QUARTER CORNER BEING SOUTH 79°11'05" EAST 434.53 FEET FROM A FOUND MONUMENT LOCATED IN THE INTERSECTION OF 1300 EAST AND 6600 SOUTH STREETS, AND RUNNING THENCE SOUTH 20°25'18" WEST 72.58 FEET; THENCE SOUTH 93.53 FEET; THENCE SOUTH 45°16'00" WEST 27.37 FEET; THENCE NORTH 89°28'00" WEST 309.09 FEET; THENCE SOUTH 0°32'00" WEST 13.50 FEET; THENCE NORTH 89°28'00" WEST 15.00 FEET; THENCE NORTH 0°32'00" EAST 13.50 FEET; THENCE NORTH 89°28'00" WEST 290.07 FEET; THENCE SOUTH 0°32'00" WEST 12.00 FEET; THENCE NORTH 89°28'00" WEST 15.00 FEET; THENCE NORTH 0°32'00" EAST 12.00 FEET; THENCE NORTH 89°28'00" WEST 31.04 FEET; THENCE NORTH 44°28'00" WEST 21.44 FEET; THENCE NORTH 0°32'00" EAST 44.50 FEET; THENCE NORTH 21°58'00" WEST 5.49 FEET; THENCE NORTH 65°50'00" WEST 50.92 FEET; THENCE SOUTH 69°45'36" WEST 28.85 FEET; THENCE SOUTH 20°14'24" EAST 9.83 FEET; THENCE SOUTH 69°45'36" WEST 29.50 FEET; THENCE SOUTH 20°14'24" EAST 5.17 FEET; THENCE SOUTH 69°45'36" WEST 15.00 FEET; THENCE NORTH 20°14'24" WEST 15.00 FEET; THENCE SOUTH 69°45'36" WEST 39.62 FEET; THENCE SOUTH 24°45'36" WEST 93.79 FEET; THENCE SOUTH 20°14'24" EAST 151.04 FEET; THENCE SOUTH 42°44'24" EAST 29.49 FEET TO A SOUTH LINE OF SAID ICO MULTIFAMILY HOLDINGS, LLC PARCEL; THENCE WEST ALONG SAID SOUTH LINE 20.42 FEET; THENCE NORTH 42°44'24" WEST 18.62 FEET; THENCE NORTH 20°14'24" WEST 160.24 FEET; THENCE NORTH 24°45'36" EAST 106.21 FEET; THENCE NORTH 69°45'36" EAST 125.31 FEET; THENCE SOUTH 65°50'00" EAST 63.08 FEET; THENCE SOUTH 21°58'00" EAST 14.51 FEET; THENCE SOUTH 0°32'00" WEST 41.27 FEET; THENCE SOUTH 44°28'00" EAST 9.01 FEET; THENCE SOUTH 89°28'00" EAST 313.90 FEET; THENCE NORTH 0°32'00" EAST 4.50 FEET; THENCE SOUTH 89°28'00" EAST 10.00 FEET; THENCE NORTH 0°32'00" EAST 19.50 FEET; THENCE SOUTH 89°28'00" EAST 25.00 FEET; THENCE SOUTH 0°32'00" WEST 4.50 FEET; THENCE SOUTH 89°28'00" EAST 16.67 FEET; THENCE SOUTH 0°32'00" WEST 19.50 FEET; THENCE SOUTH 89°28'00" EAST 282.17 FEET; THENCE NORTH 45°16'00" EAST 14.47 FEET; THENCE WEST 16.92 FEET; THENCE NORTH 15.00 FEET; THENCE EAST 17.20 FEET; THENCE NORTH 75.25 FEET; THENCE NORTH 20°25'18" EAST 69.70 FEET TO SAID NORTH LINE; THENCE EAST ALONG SAID NORTH LINE 16.01 FEET TO THE POINT OF BEGINNING

