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01/11/2023 11:32 AM By: ECarter Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To METROPOLITAN WATER DIST OF SL
3430 E DANISH RDCOTTONWOOD HEIGHTS, UT 84093



When Recorded Return to:
Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093-2139

Application No.: S-12-1204.2
Version: 12-11-19

PARCEL NO.: 2815228008, 2815227027

**ADDENDUM No. 2
TO COOPERATION AGREEMENT**

This Addendum No. 2 to Cooperation Agreement is entered into effective this ____ day of _____, 2022, by the Metropolitan Water District of Salt Lake & Sandy (“District”) and Todd E. Ferran and Morgan Ferran, 10296 Loridan Lane, Sandy, Utah 84092 (“Applicant”). Todd E. Ferran and Morgan Ferran shall be jointly severally responsible to the District under the Cooperation Agreement as amended by this Addendum No. 2.

ADDENDUM PURPOSES

District owns and operates the Salt Lake Aqueduct (“SLA”) and SLA Corridor (“Aqueduct Corridor”) and certain improvements located within or on the Aqueduct Corridor. District is a subdivision of the State of Utah responsible for transporting and treating public water, and as such District is engaged in protecting the SLA, Aqueduct Corridor, District improvements and operations, and District water.

Applicant is currently using District’s Aqueduct Corridor as successor in interest to a Cooperation Agreement (“Agreement”) between District and David G. Millett and Kathryn A. Millett dated October 8, 2012, and recorded October 10, 2012 as Entry 11488494, Book 10064, Pages 7650-7667 in the records of the Salt Lake County Recorder, Application No. S-12-1204. The Agreement was amended by Addendum No. 1 to Cooperation Agreement between District and Todd Ferran dated April 18, 2019 and recorded April 25, 2019 as Entry 12974590, Book 10773, Pages 5360-5367 in the records of Salt Lake County Recorder. The Agreement will expire on October 8, 2022. The Agreement permits, and Applicant has requested, renewal of the Agreement for an additional five-year term

NOW, THEREFORE, in consideration of the mutual covenants described in the Agreement as amended by this Addendum, the parties hereby amend the Agreement as follows:

1. Paragraph I(A) of the Agreement entitled “Description of Applicant’s Use of SLA Corridor (“Project”):” shall be replaced with the following language:

(A) Description of Applicant’s Use of SLA Corridor:

Applicant may utilize the SLA Corridor for existing landscaping including lawn, shrub (less than four feet high when mature), landscape rocks, landscape pavers, sprinkler system, and fence.

No new trees maybe planted within the SLA Corridor. Recreation equipment including, but not limited to, swing sets, trampolines, and slides shall not be used or stored on the SLA Corridor.

In the event that the District requires access to the SLA or SLA Corridor for the purpose of maintenance, repair or replacement, the existing fence shall be removed. The fence maybe replaced in its current location at Applicant's sole expense unless the District exercise its right to create an open corridor in the area.

Within forty-five (45) days of written notice from the District, all fences within the SLA Corridor will be promptly modified to include man or vehicle access gates that may be opened from both sides located as approved by District. Gates will be installed at Applicant's sole expense and must be no smaller than three (3) feet wide for man gates or twelve (12) feet wide for vehicles gates. For each gate located on Applicant's property, Applicant hereby grants to District, its officers, Trustees, employees, contractors, and permittees a right of reasonable ingress and egress to the SLA Corridor.

2. The term of the Agreement shall be for an additional five years (through October 8, 2027, as described in Section I(B) of the Agreement entitled "Term."

3. Description of Applicant's Real Property ("Property"):

Lot 28, Alta Vista No.2 Subdivision in Section 15, Township 3 South Range 1, East, Salt Lake Meridian, with an address of 10296; Loridan Lane, Sandy, Utah 84092.

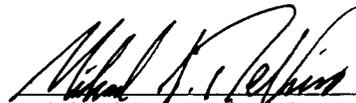
4. The person(s) signing this instrument represents and warrants that they have been duly authorized to execute this Addendum No. 2 to Cooperation Agreement on behalf of the Applicant. Those signing as or on behalf of the Applicant represent and warrant that they are duly authorized to sign on behalf of all those persons claiming an interest in the property described in Section 3 above.

5. Exhibit A of the Agreement entitled "Aerial Image" shall be replaced with Exhibit A, attached hereto.

6. The remaining terms of the Agreement shall remain in full force and effect.

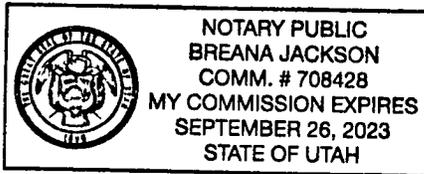
IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 2 to Cooperation Agreement to be executed the day and year first above written.

DISTRICT:
METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY


Michael J. DeVries, General Manager

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

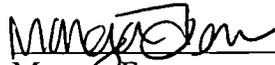
On the 6th day of September, 2022, personally appeared before me Michael J. DeVries, and having been first duly sworn by me acknowledged that he is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, that he was duly authorized by the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy to execute the above Addendum No. 2 to Cooperation Agreement for and on behalf of the Metropolitan Water District of Salt Lake & Sandy, and that he executed the above Addendum No.2 to Cooperation Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy.




NOTARY PUBLIC

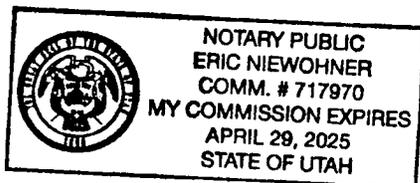
APPLICANT:


Todd E. Ferran


Morgan Ferran

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

On the 5 day of January, 2022³ personally appeared before me Todd E. Ferran and Morgan Ferran, the Applicant in the foregoing Addendum No. 2 to Cooperation Agreement, and having been duly sworn, acknowledge that they executed the same.



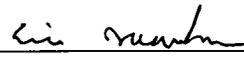
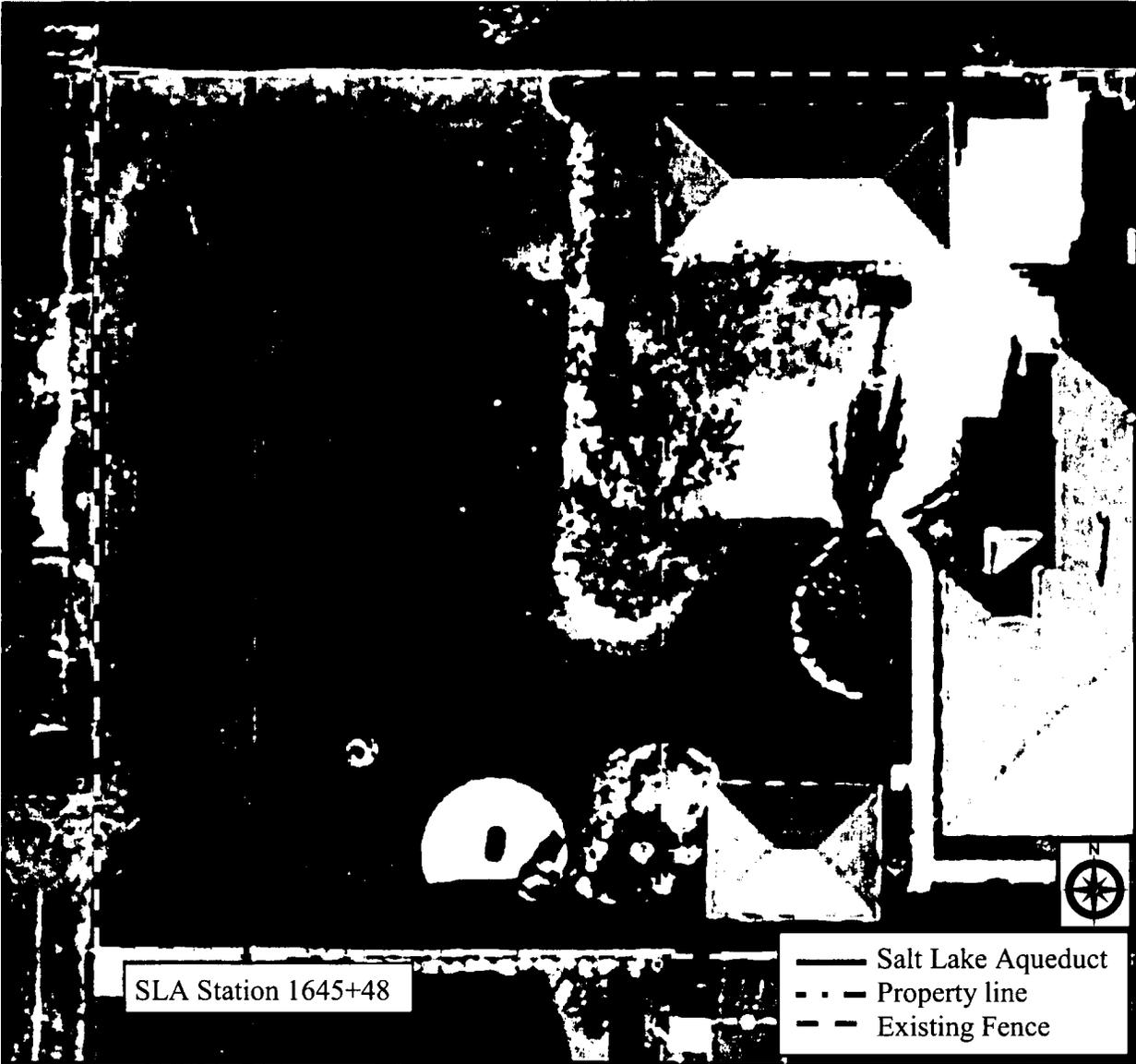

NOTARY PUBLIC

Exhibit A
S-12-1204.2
Aerial Image



10296 South Loridan Lane
Sandy, UT 84092