



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-12-1197.2  
Version: 08-18-2023

**PARCEL NO.: 2815228006, 2815227001**

## **ADDENDUM No. 2 TO COOPERATION AGREEMENT**

This Addendum No. 2 to Cooperation Agreement is entered into effective this 17 day of November, 2023, by the Metropolitan Water District of Salt Lake & Sandy ("District") and James Lindland and Kathleen Lindland, 10268 South Lorian Lane, Sandy, Utah 84092 ("Applicant"). James Lindland and Kathleen Lindland shall be jointly and severally responsible to the District under the Cooperation Agreement as amended by Addendum No. 1 and this addendum.

### **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 Aqueduct, 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 Hassan Alhamid dated October 28, 2013 and recorded November 5, 2013 as Entry 11754215, Book 10190, Pages 3883-3899 in the records of the Salt Lake County Recorder, Application No. S-12-1197. The Agreement was amended by Addendum No. 1 to Cooperation Agreement between District and Georgia A. White dated December 11, 2018 and recorded January 7, 2019 as Entry 12914691, Book 10744, Pages 1920-1926 in the records of the Salt Lake County Recorder. The Agreement as amended by Addendum No. 1 will expire on October 28, 2023. The Agreement permits, and Applicant has requested, renewal of the Agreement for an additional 5-year term.

NOW, THEREFORE, in consideration of the mutual covenants described in the Agreement as amended by Addendum No. 1 and this addendum, the parties hereby amend the Agreement as amended by Addendum No. 1 as follows:

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

Applicant may utilize the SLA Corridor as shown on Exhibit A for existing lawn, shrubs (less than four feet high when mature), sprinkler system, garden boxes, sand court, existing trees (greater than 20 feet away from SLA centerline), and fence.

Applicant shall immediately trim all bushes along the west fence to less than four feet tall.

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 may be replaced in its current location at Applicant's sole expense unless District exercises its right to create an open corridor area.

Within forty-five days of written notice from District, all fences within SLA Corridor will be promptly modified to include man access gates that may be opened from both sides and located as approved by the District. Gates will be installed at Applicant's sole expense and must be no smaller than three (3) feet wide. 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.

Should District require vehicle access on the SLA Corridor, approved gates no smaller than twelve (12) feet wide will be installed at Applicant's sole expense and within forty-five (45) days of notice from the District.

2. The term of the Agreement shall be for an additional 5 years (through October 28, 2028), as described in Section I(B) of the Agreement entitled "Term."

3. Paragraph II of the Agreement entitled "Reimbursement of Costs" shall be replaced with the following language:

In the event that Applicant is required to reimburse District for costs pursuant to this agreement, Applicant shall reimburse District for all costs reasonably incurred by District within thirty (30) days of mailing of an itemized invoice from District for such costs. After such thirty (30) days following mailing of an invoice all amounts due to District will accrue interest at a rate of ten percent (10%) annually, compounded annually. If any amounts remain payable to District after sixty (60) days following mailing of an invoice, District may perfect a lien on any property described in I(E) of this Agreement for the amounts owed District, together with interest and costs of foreclosure, by making a reasonable attempt to contact Applicant to discuss the matter, followed by recording a Notice of Lien referencing this paragraph and the amount of the lien. District will mail Applicant a copy of the recorded Notice of Lien. Such a lien may be foreclosed in the same manner as a mortgage.

4. The Applicant's contact information in Paragraph XVIII of the Agreement entitled "Notices" shall be replaced with the following language:

James and Kathleen Lindland *or current occupant*  
10268 South Loridan Lane  
Sandy, Utah 84092  
Phone: (714) 925-2014  
Email: [jadelindland@hotmail.com](mailto:jadelindland@hotmail.com)

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

6. Exhibit B of the Agreement entitled "Insurance and Bond Requirements" shall be replaced with Exhibit B, attached hereto.

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

Lot 1, Alta Vista No. 1 Subdivision, also known as 10268 South Loridan Lane, Sandy, Utah 84092. Salt Lake County Parcel 2815228006.

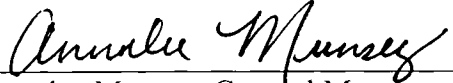
8. The person(s) signing this instrument represents and warrants that they have been duly authorized to execute this Addendum No. 2 to Cooperation Agreement on behalf of the Applicant. Those signing as or on behalf of the Applicant represent and warrant that they are duly authorized to sign on behalf of all those persons claiming an interest in the property described in Section 7 above.

9. The remaining terms of the Agreement as amended by Addendum No. 1 shall remain in full force and effect.

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

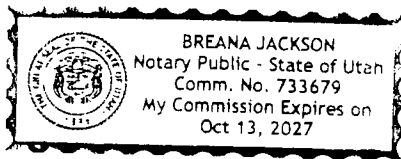
DISTRICT:


METROPOLITAN WATER DISTRICT  
OF SALT LAKE & SANDY

  
Annalee Munsey, General Manager

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

On the 30<sup>th</sup> day of October, 2023, personally appeared before me Annalee Munsey, and having been first duly sworn by me acknowledged that she is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, that she 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 she executed the above Addendum No. 2 to Cooperation Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy.



  
NOTARY PUBLIC

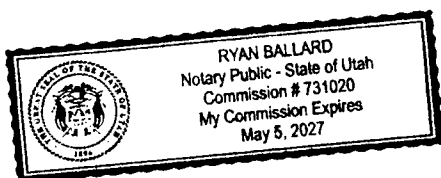
APPLICANT:

  
James Lindland

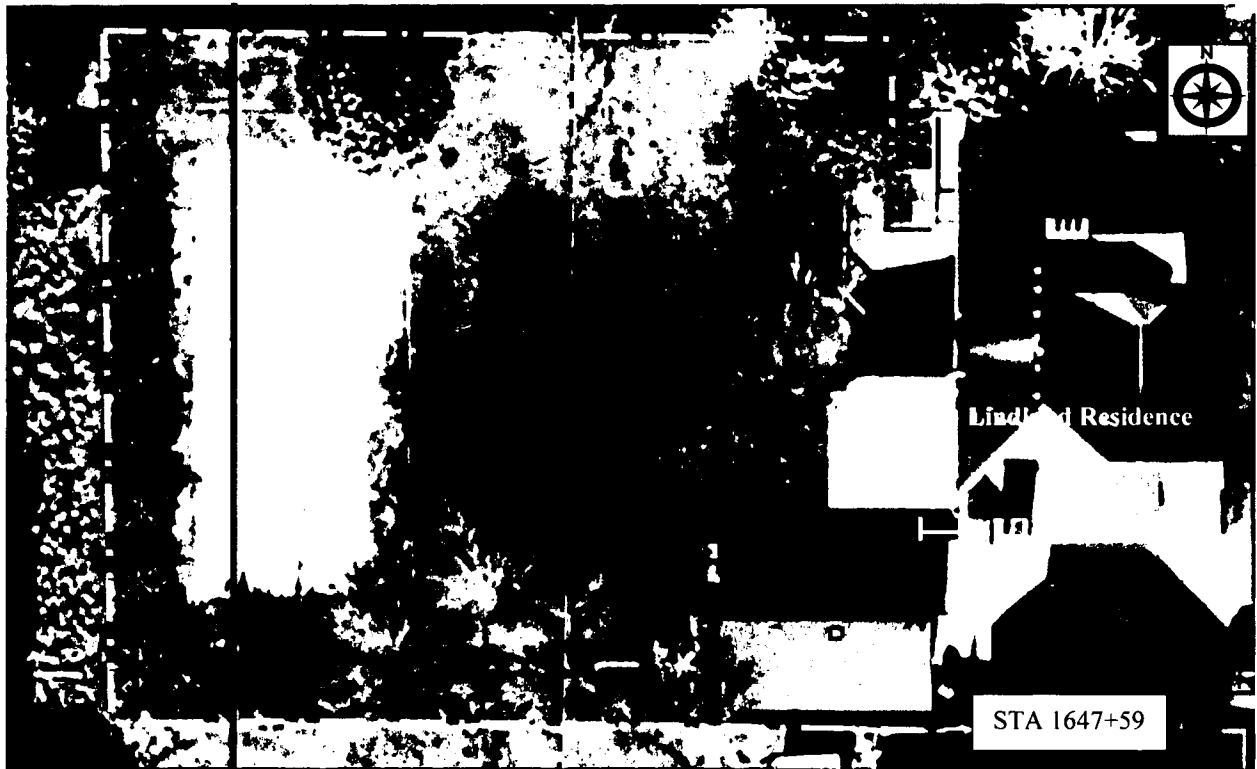
  
Kathleen Lindland

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

On the 17 day of 11, 2023 personally appeared before me James Lindland and Kathleen Lindland, the Applicant in the foregoing Addendum No. 2 to Cooperation Agreement, and having been duly sworn, acknowledge that they executed the same.



  
NOTARY PUBLIC



Agreement S-10-1132.2  
10282 Loridan Lane  
Sandy UT 84092

- Salt Lake Aqueduct
- - Property Boundary
- Gate
- Fence
- \* Bushes to be trimmed along west fence.

**INSURANCE AND BOND REQUIREMENTS FOR  
PARTIES ENTERING INTO AGREEMENTS WITH METROPOLITAN WATER  
DISTRICT OF SALT LAKE & SANDY**

Last Update: August 8, 2023

Applicant's contractors and subcontractors shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

**A. MINIMUM LIMITS OF INSURANCE**

Except as approved in writing by District in advance Contractor and all of Contractor's subcontractors shall maintain limits no less than:

**1. GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):**

- i. Combined Single Limit (Bodily Injury and Property Damage):
  - 1. \$2,000,000 Per Occurrence
- ii. Personal Injury (including completed operations and products liability):
  - 1. \$2,000,000 Each Occurrence
- iii. General Aggregate:
  - 1. \$3,000,000
- iv. Products - Comp/OP Aggregate:
  - 1. \$3,000,000
- v. Limits to apply to this project individually.

**2. AUTOMOBILE LIABILITY:**

- i. \$2,000,000 Per Occurrence
- ii. "Any Auto" coverage required.

**3. WORKERS' COMPENSATION and EMPLOYERS LIABILITY:**

- i. Workers' compensation statutory limits.
- ii. Employers Liability statutory limits.

**4. CONTRACTORS POLLUTION LIABILITY:**

- i. \$1,000,000 Per Claim
- ii. \$1,000,000 Aggregate
- iii. Coverage applies to this project individually.

**B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, its trustees, officers, and employees as additional insureds; or the Contractor may be required to procure a bond or other instrument guaranteeing payment of losses and related

investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. The District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Contractor shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed.

**C. OTHER INSURANCE PROVISIONS**

The General Liability, Automobile Liability, and Pollution Liability Coverages are to contain, or be endorsed to contain, the following provisions:

1. District, its trustees, officers, and employees are to be covered as additional insureds as respects: claims arising out of any activities conducted on District lands or interests in lands, including products completed. The coverage shall contain no special limitations on the scope of protection afforded to District, its trustees, officers, and employees.
2. Additional insured coverage shall be on a primary basis for ongoing and completed work.

A waiver with respect to the District, its trustees, officers and employees of Worker's Compensation subrogation shall be provided.

**D. ACCEPTABILITY OF INSURERS**

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by the District.

**E. APPLICANT STRICTLY LIABLE FOR COMPLIANCE OF CONTRACTORS**

Applicant shall see that each of Applicant's contractors, and each of their subcontractors, complies with these insurance requirements, and Applicant shall be strictly liable for any failure of such contractors and subcontractors to meet these requirements.

**F. PERFORMANCE AND PAYMENT BONDS**

All persons and entities performing any work on District lands or District's interest in lands will provide performance and payment bonds for the full sum of their contracts, naming the District as co-obligee.