

WHEN RECORDED, PLEASE RETURN TO:

Valdes Property, LLC
c/o Ezequiel Martinez
8063 S. Flaxton Ln
West Jordan, UT 84081



Tax Parcel Nos. 14-25-476-022-0000
and 14-25-476-019-0000

**TEMPORARY EASEMENT AND PRIVATE WATER CONNECTION,
WAIVER, RELEASE AND INDEMNITY AGREEMENT
(Alicia's Bakery)**

THIS TEMPORARY EASEMENT AND PRIVATE WATER CONNECTION, WAIVER, RELEASE AND INDEMNITY AGREEMENT (“**Agreement**”) is made and entered into this 16th day of January, 2024, between and among Granger-Hunter Improvement District, a body corporate and politic of the State of Utah (“the “**District**”); Generacion Floreciente, a Utah non-profit corporation (“**GF**”); and Valdes Property, LLC, a Utah limited liability company (“**Valdes**”). The District, GF, and Valdes are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Valdes is the owner of fee title to certain real property located in Salt Lake County, Utah, located at 4936 West 3500 South, Tax Parcel No. 14-25-476-022-0000, which is more particularly described as Lot 2A, AFFCU 3500 South Subdivision Amended (the “**Valdes Property**”).

B. GF is the owner of fee title to certain real property located in Salt Lake County, Utah, located at 4956 West 3500 South, Tax Parcel No. 14-25-476-019-0000 (the “**GF Property**”), which is more particularly described as Lot 3, AFFCU 3500 South Subdivision Amended.

C. The District has historically provided municipal and fire suppression water services to the general area surrounding the above-referenced properties through the District’s water mains, which are typically located within public roads and rights-of-way, such as the water main located within 3500 South Street (such services being sometimes referred to herein collectively as “**Water Services**”).

D. Valdes desires and intends to connect the Valdes Property to the District’s water main located in 3500 West Street in order to obtain Water Services from the District; however, because UDOT has recently resurfaced 3500 South Street, it has currently imposed a moratorium on all such connections within 3500 South Street (the “**UDOT Moratorium**”). In the meantime, until the moratorium is lifted by UDOT and Valdes is able to connect to the District main line in 3500 South Street, Valdes needs Water Services in order to continue developing and utilizing the Valdes Property.

E. GF receives Water Services for the GF Property from the District through an existing private water main owned by GF which runs across and underneath the GF Property as shown in the site plan attached hereto as EXHIBIT A hereto (the “**GF Water Line**”). The Parties have determined, through a careful review of applicable engineering and hydrological calculations, that Water Services may temporarily be made available to the Valdes Property by connecting said property to the GF Water Line, and that doing so will not interfere with or impair Water Services to the GF Property.

F. The District’s policy has historically been that it will not provide Water Services to any

property if District water is to be delivered from the District’s point of delivery to that property through a private water service line that passes through the private property owned by a third party.

G. Pursuant to Valdes’ request, and upon the District’s review of the circumstances in this particular case as stated above, the District has determined that it is willing to make an exception to its policy and provide Water Services for use on Valdes Property, on an emergency, temporary basis, by allowing the connection of the Valdes Property to the GF Water Line, expressly subject to and in conformance with the terms, covenants and conditions set forth in this Agreement.

H. Accordingly, the Parties enter into this Agreement to facilitate the temporary water connection provided for in Recital G until such time as the UDOT Moratorium has been lifted.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the District, GF and Valdes hereby agree as follows:

1. **Connection Authorization.** Subject to the terms, covenants and conditions set forth in this Agreement, the District hereby authorizes, and GF hereby grants to Valdes a temporary easement, including the right of ingress and egress, over, under, across and through the GF Property for the limited purpose of constructing, owning, operating and maintaining a temporary water line, water meter and related facilities, for the purpose of connecting the Valdes Property to the private GF Water Line thereby enabling Valdes to receive Water Services from the District for the Valdes Property through the GF Water Line (the “**Easement**”). The portion of the GF Property burdened by the Easement is more particularly described and depicted in **EXHIBIT B** hereto. The point of connection (the “**Temporary Connection Point**”), of the private water line to be constructed and utilized by Valdes in obtaining Water Services for the Valdes Property through its connection to the GF Water Line (the “**Valdes Temporary Line**”), shall be approved by the District, in writing, prior to the commencement of the construction work necessary to accomplish the actual connection of the Valdes Temporary Line to the GF Water Line at the Temporary Connection Point.

2. **District’s Agreement to Provide Temporary Water Service.** The District hereby agrees, as an exception to policy as recited in Recitals F and G above, that it shall provide Water Services to the Valdes Property through the Valdes Temporary Line commencing at the Temporary Connection Point (the “**Temporary Connection**”). A separate water meter, approved by the District, shall be installed at the Temporary Connection Point such that the Water Services provided to the Valdes Property can be separately measured and segregated from the Water Services provided to the GF Property thereby facilitating the District’s ability to separately bill the Parties for individual Water Services provided to them respectively.

3. **Temporary Connection Period; Connection to the District Mainline; Failure to Make Permanent Connection.**

(a) It being the understanding of the Parties that the UDOT Moratorium is anticipated to be lifted in April, 2024, the Parties hereby agree that the Temporary Connection shall be terminated and the Valdes Property shall be connected to the District’s main water line located in 3500 South Street (the “**District Main Line**”), not later than 11:59 p.m. on June 1, 2024 (the “**Completion Date**”).

(b) The Valdes Temporary Line shall be disconnected from the GF Water Line and said pipeline and water meter shall be removed from the GF premises simultaneously with the construction and installation of the new water service line required to connect the Valdes Property with the District Main Line (the “**Valdes Permanent Water Service Line**”). The Valdes Permanent Water Service Line shall be connected to the District Main Line at a point of connection designated and approved by the District (the “**District Main Line Connection Point**”). The pipeline and water meter assembly materials to be used shall be acquired, and all construction and installation work necessary to accomplish the connection of the Valdes Permanent Water Service Line at the District Main Line Connection Point shall be accomplished by Valdes and its contractor, all subject to and in compliance with all then applicable District rules, regulations, policies and procedures, all at Valdes’ sole cost and expense. Upon connection of the Valdes Property with the District Main Line, District water shall be delivered to Valdes and Water Services shall commence to be provided to the Valdes Property commencing at the District Main Line Connection Point.

(c) The failure by Valdes to construct the Valdes Permanent Water Service Line and make the permanent connection to the District Main Line prior to the Completion Date, and such failure shall continue for a period of thirty (30) days after written notice from the District, shall constitute a material default of this Agreement by Valdes; however, in the event the default is such that it cannot be cured within said thirty day period, there shall be no event of default if Valdes immediately commences to cure the default within the thirty day period and proceeds thereafter to cure the default with all possible diligence, and the default is cured within a reasonable period thereafter as agreed-to, in writing, by the District. In the event the default is not cured as provided herein, the District shall have, in its sole and absolute discretion, the right to elect to terminate this Agreement; whereupon, the District, upon five (5) days’ written notice to Valdes, shall pull the water meter at the Temporary Connection Point and terminate water service to the Valdes Property.

4. **Equitable Servitude; Easement Appurtenant to Valdes Property.** This Agreement and the related easement and other rights and obligations set forth herein create an equitable servitude and constitute a covenant running with the land which shall extend to and be binding upon the Parties hereto and their respective legal representatives, successors in interest, and assigns, during the term of this Agreement subject to the terms, covenants and conditions hereof. The Agreement shall burden the GF Property as the servient estate(s), and benefit the Valdes Property as the dominant estate, during the term hereof.

5. **Construction, Maintenance and Replacement; Liens.** Valdes shall be responsible to install, construct, maintain, service and improve Valdes Temporary Line and the Valdes Permanent Water Service Line at its sole expense. Valdes shall not permit any lien or claim of mechanics or laborers to be filed against GF’s property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by Valdes related to this Agreement. Within thirty (30) days after Valdes receives notice of the filing or recording of any such lien, Valdes shall cause the same to be paid and discharged of record. Prior to commencing or contracting for any work to be performed in connection with the Valdes Temporary Line on the GF Property, Valdes shall require a provision in all of its agreements, contracts, subcontracts or other similar agreements with all contractors, subcontractors, and material suppliers with respect to such work that any work or materials provided on account of the provision of such work or materials shall benefit only the Valdes’s interest in the Valdes Property under this Agreement and shall not, in any event, benefit or attach to any interest of GF or the GF Property. Valdes shall, at its sole cost and expense, restore the GF Property to the condition existing prior to installation of the Valdes Temporary Line. Any damage caused by Valdes to the GF Property or GF Water Line resulting from the construction, reconstruction, operation, repair, replacement and maintenance of the Temporary Connection or use of the GF Water Line shall be repaired by Valdes as near as reasonably possible to its pre-construction condition. Otherwise, operation, upkeep, maintenance, repair, servicing,

and/or replacement of the GF Water Line shall be and remain the responsibility of GF. The operation, upkeep, maintenance, repair, servicing, and/or replacement of the Valdes Temporary Line from the GF Water Line to the Valdes Property and appurtenant metering system at the Temporary Connection Point shall be and remain the sole responsibility of Valdes.

6. **Scope.** GF grants to Valdes the right to connect to and use the GF Water Line only for the purposes specified in this Agreement and none other.

7. **Reasonable Access.** Valdes shall endeavor to use the Valdes Temporary Line water meter at the Temporary Connection Point, the GF Water Line, and associated rights under this Agreement in a reasonable manner that will cause the least disruption to the GF Property and GF's right to use GF's property.

8. **Waiver, Release and Indemnity.**

(a) Valdes, for itself, its legal representatives, its successors in interest, and assigns, to the fullest extent allowable by law, hereby knowingly and voluntarily waives, releases and discharges the District, and agrees to indemnify and hold the District, its officers, employees, and agents, and each of them (hereinafter collectively referred to as "**District Indemnified Parties**"), harmless (i.e., the Valdes will secure, reimburse, and make the District Indemnified Parties completely whole), from, against, or as a consequence of, any loss, expense, cost (including, without limitation, attorneys' fees), claim, lawsuit, action, demand, damage, and/or liability imposed or claimed to be imposed upon the District Indemnified Parties for bodily injuries, including death, or for damage to property, real or personal, sustained by Valdes, any other property owners, including GF, or any of their guests, invitees, and/or any other third parties, on any basis of liability, in tort or otherwise, which arise out of, result from, or are otherwise attributable, in any way, to and from the placement, ownership, use, operation, maintenance, repair, and/or replacement of the Valdes Temporary Line contemplated by this Agreement.

(b) Valdes shall indemnify and hold harmless GF, including its members, partners, directors, officers, agents, contractors and employees, and their successors or assigns (hereinafter collectively referred to as "**GF Indemnified Parties**"), free from or against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) imposed upon the GF Indemnified Parties for injury to person or death or property damage or other damage to the extent arising from or connected in any way with the Valdes's breach of this Agreement, the use of the GF Water Line (including use by anyone claiming by, through or under the Valdes), the use, construction or maintenance of the GF Property in connection with the Easement, and for any other use arising out of or related to this Agreement, the Valdes Temporary Line, or the GF Water Line, except for any such liability, loss, damage, costs and expenses to the extent arising from the fault, negligence or willful misconduct of GF.

(c) It is hereby acknowledged and agreed that Valdes: (i) has read or had an opportunity to read, and to consult with legal counsel of Valdes's own choosing, this Agreement, and particularly the release, waiver, and indemnity provisions set forth herein, and that Valdes fully understands the same; (ii) has been fully advised as to the responsibilities, obligations, risks, and liabilities of owning, operating, maintaining, repairing and/or replacing the Valdes Temporary Line; and (iii) being thus fully advised, has nevertheless voluntarily elected to enter into this Agreement.

(d) Valdes, and its successors in interest and assigns hereby knowingly and voluntarily assume full responsibility and liability for all risks and costs associated with the ownership and maintenance of the Temporary Connection Point as provided herein.

9. **Costs and Expenses.** In the event of a breach in any of the covenants or agreements contained herein, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. GF and Valdes acknowledge that in the event of any default hereunder, it would be difficult to ascertain the exact money damages suffered by the non-defaulting Party. Accordingly, the Parties agree that such non-defaulting Party is entitled to appropriate equitable remedies in the event of any such default.

10. **Not a Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the GF Water Line or Valdes Temporary Line, or any portion thereof, to or for the general public or for any public purpose whatsoever, it being the intent of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

11. **No Relationship.** The Parties hereto do not, by this Agreement nor by any Parties' acts, become principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

12. **Cooperation.** The Parties hereto agree to cooperate reasonably to attempt to resolve any disputes that may arise in the future between them with respect to the use of the Valdes Temporary Line or GF Water Line by Valdes.

13. **No Waiver.** Failure of a Party hereto to insist upon strict performance of any provisions hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this instrument shall be deemed to have been waived unless such waiver is in writing and signed by the Party alleged to have waived its rights.

14. **Duration and Amendment.** The duration of this Agreement, and the Easement granted hereby, is temporary and shall terminate at 11:59 p.m. on June 1, 2024, unless otherwise extended upon mutual written agreement of the Parties, subject to the provisions of Section 3(c) herein. The Parties will terminate this Agreement by a written notice of termination executed by all the Parties (or their successors), and recorded in the office of the Salt Lake County Recorder. The Parties may amend this Agreement only by a written instrument that is executed by the Parties and recorded in the office of the Salt Lake County Recorder.

15. **Breach; Rights and Remedies.** The rights and remedies of the Parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. Each of the Parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of either Party aggrieved as against the other Party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as at law or otherwise.

16. **Recitals and Exhibits.** The Recitals set forth above and all Exhibits hereto are incorporated into this Agreement, are material to the Agreement, and shall be binding upon the parties to this Agreement.

17. **Counterparts.** This Agreement may be executed in one or more counterparts which together shall constitute the Agreement.

18. **Authority.** The undersigned represent and warrant that each of them has been duly authorized by all necessary corporate or company action, as appropriate, to execute this Agreement for and on behalf of the respective Parties. The undersigned represent and warrant that this Agreement, when fully executed, shall constitute a legal, valid, and binding agreement for each of the respective parties, enforceable in accordance with its terms.

19. **Enforcement.** Each Party shall have the full power and authority to enforce compliance with this Agreement in any manner provided for in law or in equity, including without limitation, the right to bring an action for damages, to enjoin the violation, or specifically enforce the provisions of this Agreement, and if that Party prevails in such action, it shall recover as part of its costs all reasonable attorney's fees, court costs and expert witness fees.

20. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

21. **Applicable Law.** This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

[Signatures Appear on the Following Page]

GRANGER-HUNTER IMPROVEMENT DISTRICT, a political subdivision of the State of Utah

By: [Signature]

Name: Jason Helm

Its: General Manager

State of Utah

:ss

County of Salt Lake

The foregoing instrument was acknowledged before me this 17 day of January, 2024, by Jason Helm, who represented to me or proved to me on the basis of satisfactory evidence that she/he is the General Manager of the Granger-Hunter Improvement District, a political subdivision of the State of Utah, and that she/he executed the foregoing on behalf of and with the authority of the same.

[Signature]
Notary Public



My commission expires:
October 11, 2027

GENERACION FLORECIENTE, a Utah non-profit corporation

By: E. Alexandre

Name: Eulogio Alexandre

Its: Executive Director

State of Utah

:SS

County of Salt Lake

The foregoing instrument was acknowledged before me this 19 day of January, 2024, by Eulogio Alexandre, who represented to me or proved to me on the basis of satisfactory evidence that she/he is the Executive Director of Generacion Floreciente, a Utah non-profit corporation, and that she/he executed the foregoing on behalf of and with the authority of the same.

Leslie Granados
Notary Public



My commission expires:

02/19/2026

VALDES PROPERTY, a Utah limited liability company

By: [Signature]

Name: Ezequiel Flores

Its: owner

State of Utah

:SS

County of Salt Lake

The foregoing instrument was acknowledged before me this 19 day of January, 2024, by Ezequiel Flores, who represented to me or proved to me on the basis of satisfactory evidence that she/he is the owner of Valdes Property, LLC, a Utah limited liability company, and that she/he executed the foregoing on behalf of and with the authority of the same.

[Signature: Leslie Granados]
Notary Public

My commission expires: 02/19/2026



EXHIBIT "A"

SITE PLAN

EXHIBIT "B"

**LEGAL DESCRIPTION AND DEPICTION OF
THE PROPERTY BURDENED BY THE EASEMENT**

Exhibit "B"

LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY BURDENED BY THE EASEMENT

Parcel 1:

Lot 2A, AFFCU 3500 SUBDIVISION AMENDED, ACCORDING TO THE OFFICAL PLAT RECORDED DECEMBER 6, 2013 AS ENTRY NO. 11771314 IN BOOK 2013P AT PAGGE 254 OF OFFICAL RECORDS.

GENERACION FLORECIENTE
14-25-476-019-0000

VALDES PROPERTY, LLC
14-25-476-022-0000

FETZERS' INC
14-25-476-014-0000

AMERICA FIRST
FEDERAL CREDIT UNION
14-25-476-023-0000

WEST WASANGELES,
LLC
14-25-476-006-0000

3500 SOUTH STREET

4960 WEST STREET

Exhibit "B"
NTS

