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NR
WHEN RECORDED MAIL TO:

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

14225764 B: 11483 P: 2858 Total Pages: 41
04/08/2024 03:55 PM By: EMehanovic Fees: \$0.00
Rashelle Hobbs Recorder Salt Lake County, Utah
Return To: JORDAN VALLEY WATER
8215 SOUTH 1300 WESTWEST JORDAN, UT 84088



[PARCEL ID #26-13-300-004,
26-13-100-017]

ENCROACHMENT AGREEMENT

This Encroachment Agreement is made as of December 1, 2023, between the Jordan Valley Water Conservancy District, a Utah special district ("District"), and the City of South Jordan, a municipality organized under the laws of the State of Utah ("City").

RECITALS:

- A. The District holds easements and rights-of-way at or near Grandville Avenue and Lake Run Road in South Jordan, Utah (collectively referred to as the "Easement/Right-of-Way," and described on attached Exhibit A) under authority of a written agreement, and it utilizes, or will utilize them for constructing, installing,

operating, maintaining, inspecting, repairing and/or replacing a water pipeline and related facilities;

B. The City has requested permission to encroach upon the Easement/Right-of-Way of the District in a manner more particularly specified in this Agreement; and,

C. The properties upon which the encroachments are located is further described on attached Exhibit B; and,

D. The District is willing to agree to the encroachment, upon the terms and conditions set forth in this Agreement.

TERMS:

The parties agree:

1. (a) The District hereby agrees to encroachment upon the Easement/Right-of-Way by the City, but only to this extent and for this purpose: The City may install, operate, and maintain four (4) street lights, four (4) two-inch (2") PVC conduits to contain power, four (4) eight-inch (8") C-900 culinary water line crossings, one (1) eight-inch (8") gate valve, two (2) fire hydrants, one (1) one-inch (1") water meter for irrigation, one (1) storm drain inlet box, one eighteen-inch (18") RCP storm drain line, six (6) Koelreuteria Paniculata 'Fastigiata' trees, thirty-three (33) Celtis Occidentalis 'Prairie Sentinel' trees, landscaping, irrigation, curb, gutter, and pavement (referred to as the "Encroachment Improvements"), as shown on attached Exhibit C.

(b) By entering into this Agreement, the District is giving its consent for the City to encroach upon the Easement/Right-of-Way held by the District. However, the District does not hold fee title to the real property within the Easement/Right-of-Way.

Accordingly, the District does not warrant title to the underlying property, nor does the District represent or warrant that the City's encroachment on or across the District's Easement/Right-of-Way: (i) is suitable for the City's purposes; (ii) is allowed by the terms or conditions of the District's Easement/Right-of-Way agreement with those who hold fee title to the underlying real property; and, (iii) does not require the consent of others to encroach upon the District's Easement/Right-of-Way, which consent may be withheld for any or no reason.

(c) This consent for encroachment is granted by the District only to the extent of, and with no actual or implied diminishment of, the District's rights and interests in the Easement/Right-of-Way and without any express or implied warranty of any kind.

2. The City shall comply with the District's Guidelines for Encroachment upon the Easement/Right-of-Way as set forth in attached Exhibit D.

3. The City and its contractor(s) and agent(s) shall perform all work within the Easement/Right-of-Way in accordance with the plans, drawings, guidelines, and/or maps set forth in Exhibit C, and in a manner satisfactory to the District.

4. If the installation, construction, operation, maintenance, repair, replacement or inspection of any structures, equipment, facilities or pipeline(s) of the District located, or to be located, in the Easement/Right-of-Way should be made more expensive by reason of the Encroachment Improvements or the activities of the City, the City shall pay to the District the full amount of such additional expense upon receipt of an itemized statement. The District has the right to remove any/all of the Encroachment Improvements without any liability to the City for removal, damages, or any cost or expense, and the City, at its sole

expense and labor, may replace and/or re-install them within the Easement/Right-of-Way consistent with the terms of this Agreement.

5. The City shall construct, install, use, maintain, repair and replace its Encroachment Improvements in such a manner as not to (i) damage or obstruct the District's structures, equipment, facilities and/or pipelines; or, (ii) interfere with the installation, construction, operation, maintenance, inspection, repair or replacement of the District's structures, equipment, facilities and pipelines.

6. In consideration of the District agreeing to encroachment upon the Easement/Right-of-Way, the City shall:

(a) Indemnify, defend and hold harmless the District, its agents, employees, officers, trustees, assigns and successors from and against all claims, demands, causes of action, liability or judgment of any kind, including attorney's fees and costs, which directly or indirectly arise from the negligence of the City [or its agent(s) or contractor(s)], or from the existence, construction, installation, operation, maintenance, repair, replacement, condition, use or presence of the Encroachment Improvements within the Easement/Right-of-Way;

(b) Release the District and its agents, employees, officers, trustees, assigns and successors, from liability for all loss or damage of every description or kind whatsoever which may result to the City from the construction, installation, operation, maintenance, inspection, repair and replacement of District structures, equipment, pipelines and facilities within the Easement/Right-of-Way, provided the loss or damage was not due solely to the negligence of the District; and,

(c) Hereby acknowledge that it accesses and uses the Easement/Right-of-Way at the City's risk and hazard and, without limiting the generality of the foregoing, the City agrees that the District shall not be responsible for any harm, damage or injury that may be suffered or incurred by the City, its agents, employees, contractors, licensees, guests or invitees associated with the use or condition of the Easement/Right-of-Way, except to the extent the harm, damage or injury was caused by the reckless or intentional misconduct of the District.

7. The City and its contractor(s) and agent(s) shall comply with all applicable laws, ordinances, rules, and regulations enacted or promulgated by any federal, state, or local governmental body having jurisdiction over the Encroachment Improvements and/or the Easement/Right-of-Way.

8. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties; provided, however, that no such successor or assign of the City shall have the right to use, alter, or modify the Encroachment Improvements in a manner which will increase the expense or burden to the District of the City's encroachment on the Easement/Right-of-Way.

9. (a) This Agreement, and the encroachment granted to the City by this Agreement, shall terminate without further notice or condition if (i) the City does not continuously use the Encroachment Improvements as intended by this Agreement for any twelve (12) month period; or, (ii) the City breaches this Agreement.

(b) In the event of termination, the City, at its expense, shall immediately remove the Encroachment Improvements from the Easement/Right-of-Way and restore the surface of the Easement/Right-of-Way to its pre-encroachment condition.

10. (a) The City may assign this Agreement with the prior written consent of the District, which consent shall not be unreasonably withheld.

(b) The District may assign this Agreement.

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

12. 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.

13. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations or agreements of the parties regarding its subject matter.

14. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.

15. 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.

16. Any party may record this Agreement.

[SIGNATURE PAGE FOLLOWS]

"District":

Jordan Valley Water Conservancy District

Dated: 12-1-2023

By: 
Alan E. Packard
Its General Manager/CEO

"City":

City of South Jordan

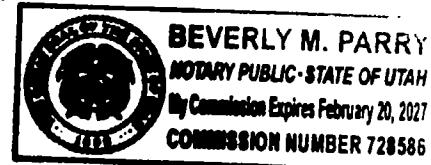
Dated: 10-2-2023

By: 
Dustin Lewis
Its City Manager

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

The foregoing instrument was acknowledged before me this 1st day of December, 2023, by Alan E. Packard as General Manager/CEO of the Jordan Valley Water Conservancy District.

Beverly M. Parry
Notary Public



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

The foregoing instrument was acknowledged before me this 2 day of October, 2023, by Dustin Lewis as City Manager of the City of South Jordan.

Melanie Edwards
Notary Public

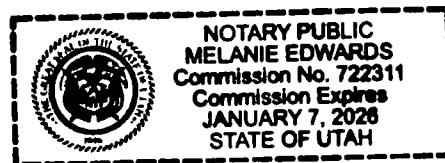


EXHIBIT A

DESCRIPTION OF DISTRICT'S EASEMENT/RIGHT-OF-WAY

5600 West Pipeline Easement – 92CI026-12

A 20 foot wide strip of land whose western boundary line lies along the section line and is described as follows:

Beginning at the southwest corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian; running thence North 0° 05' 52" East 2,688.89 feet along the section line.

Containing 1.2346 acres

Less and excepting,

A strip of land situated in the Southwest Quarter of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, State of Utah. The land being more particularly described as follows:

Commencing at the West Quarter Corner of said Section 13 (Basis of Bearing North 00°02'50" East – 2672.400 feet between the West Quarter corner and the Northwest corner of said Section 13) and running South 00°02'52" West along the west line of said Section 13 for 1080.574 feet to the POINT OF BEGINNING; thence South 89°57'08" East for 20.00 feet; thence South 00°02'52" West for 676.31 feet; thence North 89°57'08" West for 20.00 feet to a point on the west line of said Section 13; thence North 00°02'52" East along the west line of said Section 13 for a distance of 676.31 feet to the POINT OF BEGINNING.

Containing 13,530 sq.ft. or 0.3106 acres

Together with,

5600 West Pipeline Easement – 4083E-2

A strip of land located in the East half of Section 14 and the West half of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian, which strip is twenty feet (20') wide, ten feet (10') on each side of and lying parallel and perpendicular to the following described centerline:

Commencing at the Northwest Corner of said Section 13 (Basis of Bearing being South 00°02'50" West – 2672.400 feet between the Northwest Corner

and the West Quarter Corner of said Section 13) and running South 00°02'50" West along the west line of Section 13 for 2404.578 feet; thence North 89°57'10" West perpendicular to said section line for 14.741 feet to the POINT OF BEGINNING; thence South 00°00'00" West for 7.081 feet; thence South 45°00'00" East for 14.142 feet; thence South 00°00'00" West for 451.239 feet; thence South 45°00'00" West for 14.142 feet; thence South 00°00'00" West for 8.792 feet to the END of said description

EXHIBIT B
DESCRIPTION OF PROPERTY

The property upon which the Encroachment Improvements take place is described as follows:

Parcel No. 26-13-300-004:

BEG N 0°02'50" E 267.64 FT & N 89°57'10" W 17.69 FT & S 417.34 FT FR W1/4 COR SEC 13, T3S, R2W, SLM; S 69.13 FT M OR L; SE'LY 25.03 FT ALG A 67.50 FT RADIUS CURVE TO L (CHD S 86°57'58" E 24.89 FT); NE'LY 358.82 FT ALG A 253 FT RADIUS CURVE TO L; S 89°43'16" E 51.03 FT M OR L; SW'LY 424.63 FT ALG A 304 FT RADIUS CURVE TO R (CHD S 40°48'17" W 390.94 FT); S 667.63 FT; SE'LY 553.85 FT ALG A 1136.50 FT RADIUS CURVE TO L; N 53°27'06" E 11.63 FT; SE'LY 171.13 FT ALG A 1125 FT RADIUS CURVE TO L (CHD S 32°11'26" E 170.97 FT); S 36°32'54" E 118.08 FT; S 32°44'04" E 172.88 FT; S 36°32'54" E 2628.73 FT; SE'LY 105.01 FT ALG A 34936.50 FT RADIUS CURVE TO L; S 36°43'14" E 1159.94 FT; S 53°04'59" W 49.48 FT; N 36°43'14" W 141.60 FT; N 53°16'46" E 2.50 FT; N 36°43'14" W 25 FT; S 53°16'46" W 2.50 FT; N 36°43'14" W 295 FT; N 53°16'46" E 2.50 FT; N 36°43'14" W 5 FT; S 53°16'46" W 2.50 FT; N 26°43'14" W 693.52 FT; NW'LY 105.16 FT ALG A 34986 FT RADIUS CURVE TO R; N 36°32'54" W 2919.31 FT; NW'LY 756.54 FT ALG A 1186 FT RADIUS CURVE TO R; N 788.23 FT; E 9.56 FT TO BEG. LESS THAT PORTION INSIDE THE SOUTH STATION CDA. 6.98 AC. 9655-7814

Parcel No. 26-13-100-017:

BEG N 0°02'50" E 267.64 FT & N 89°57'10" W 17.69 FT FR W 1/4 COR SEC 13, T3S, R2W, SLM; E 69.42 FT; SE'LY 92.30 FT ALG A 249.50 FT RADIUS CURVE TO R (CHD S 61°11'21" E 91.77 FT); SE'LY 13.49 FT ALG A 108 FT RADIUS CURVE TO L; SE'LY 25.79 FT ALG A 92 FT RADIUS CURVE TO R; SW'LY 547.97 FT ALG A 253 FT RADIUS CURVE TO R; NW'LY 25.03 FT ALG A 67.50 FT RADIUS CURVE TO R; N 486.47 FT TO BEG. (BEING PT OF LOT T3 KENNECOTT MASTER 1 AMD). 2.18 AC M OR L. 10389-8681 10453-2960

EXHIBIT C
ENCROACHMENT IMPROVEMENTS

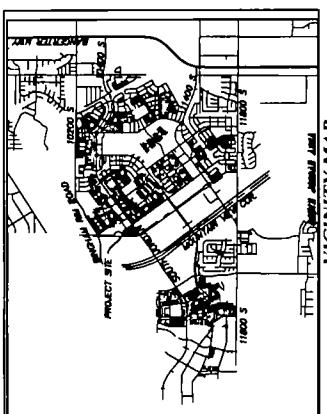
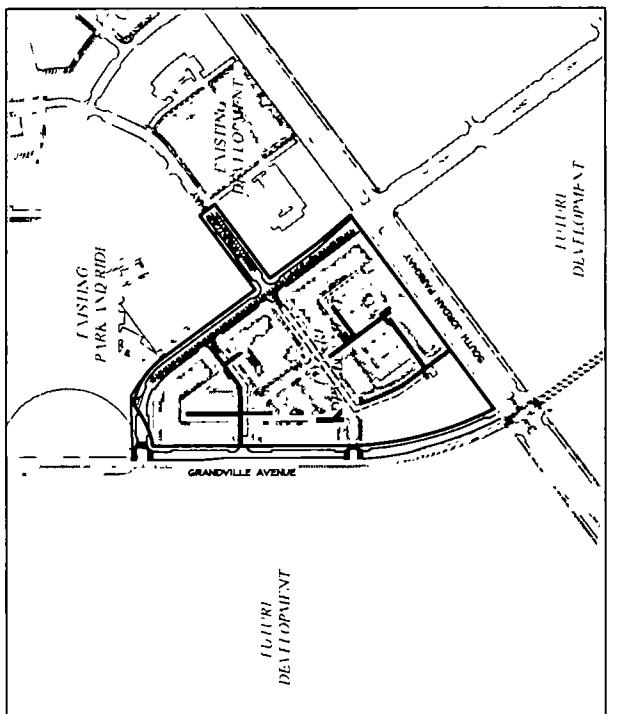
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VILLAGE 10 NORTH PLAT 3**

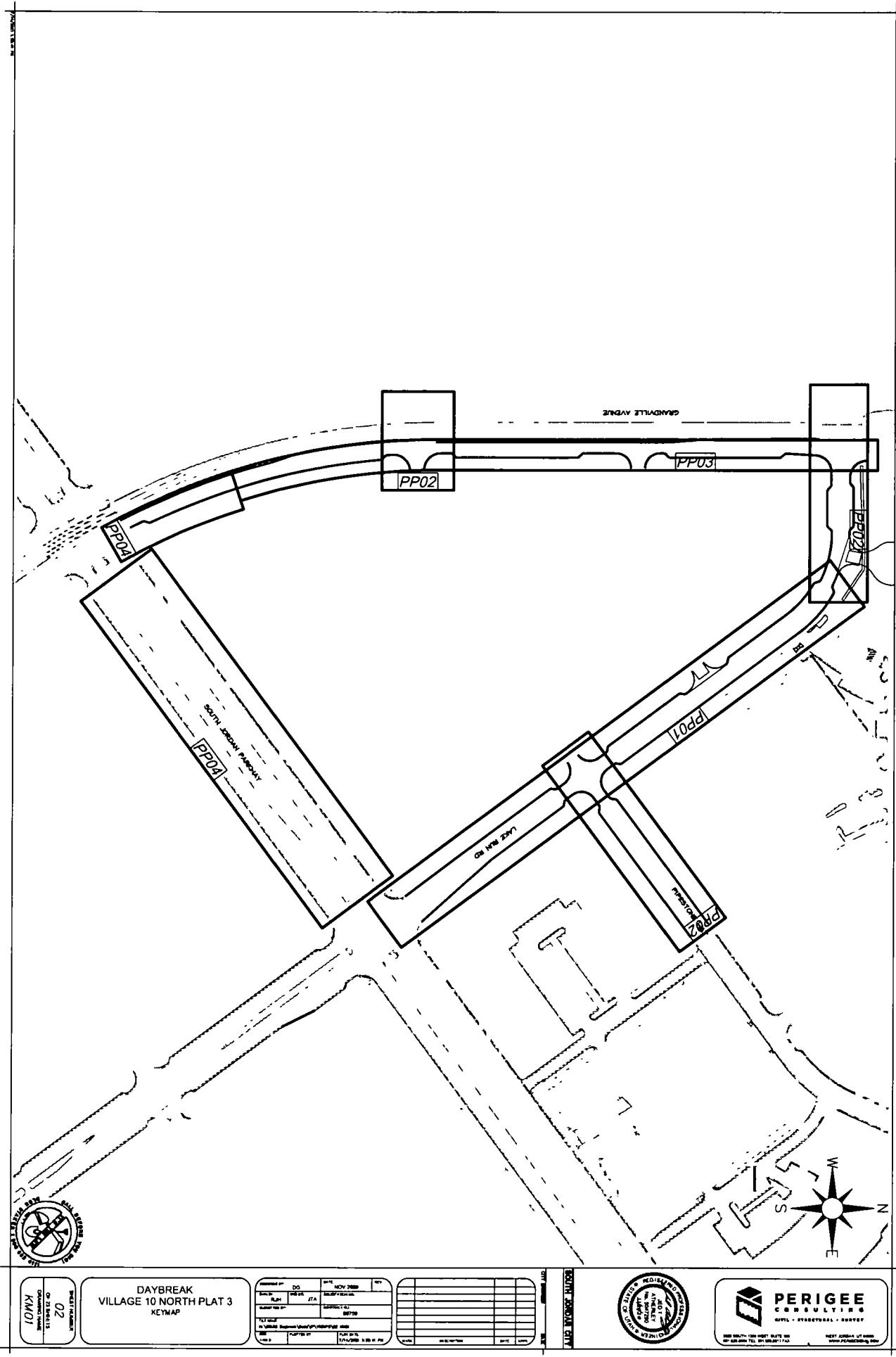
Residential Development

South Jordan, Utah

CONSTRUCTION PLANS

NOVEMBER 20, 2020





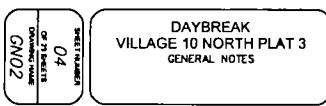
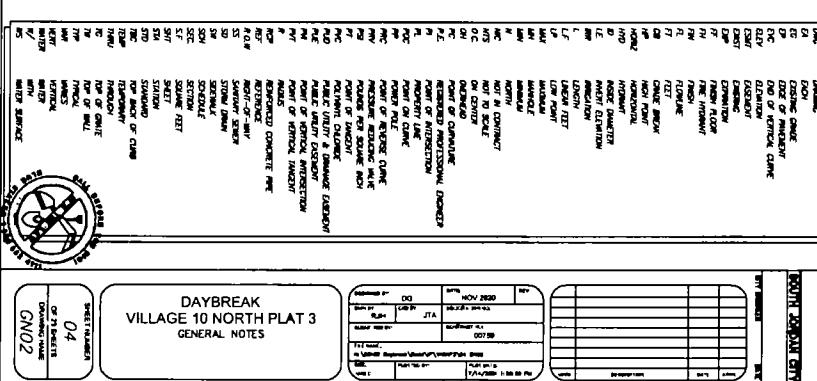
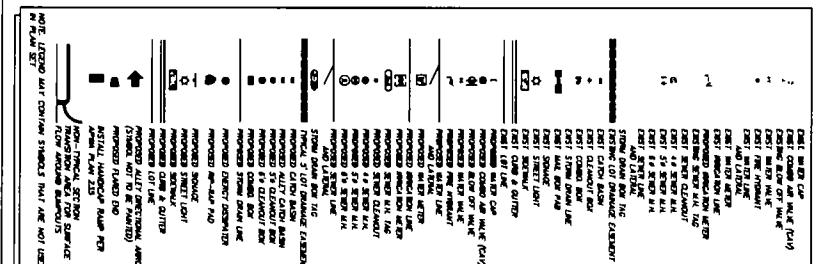
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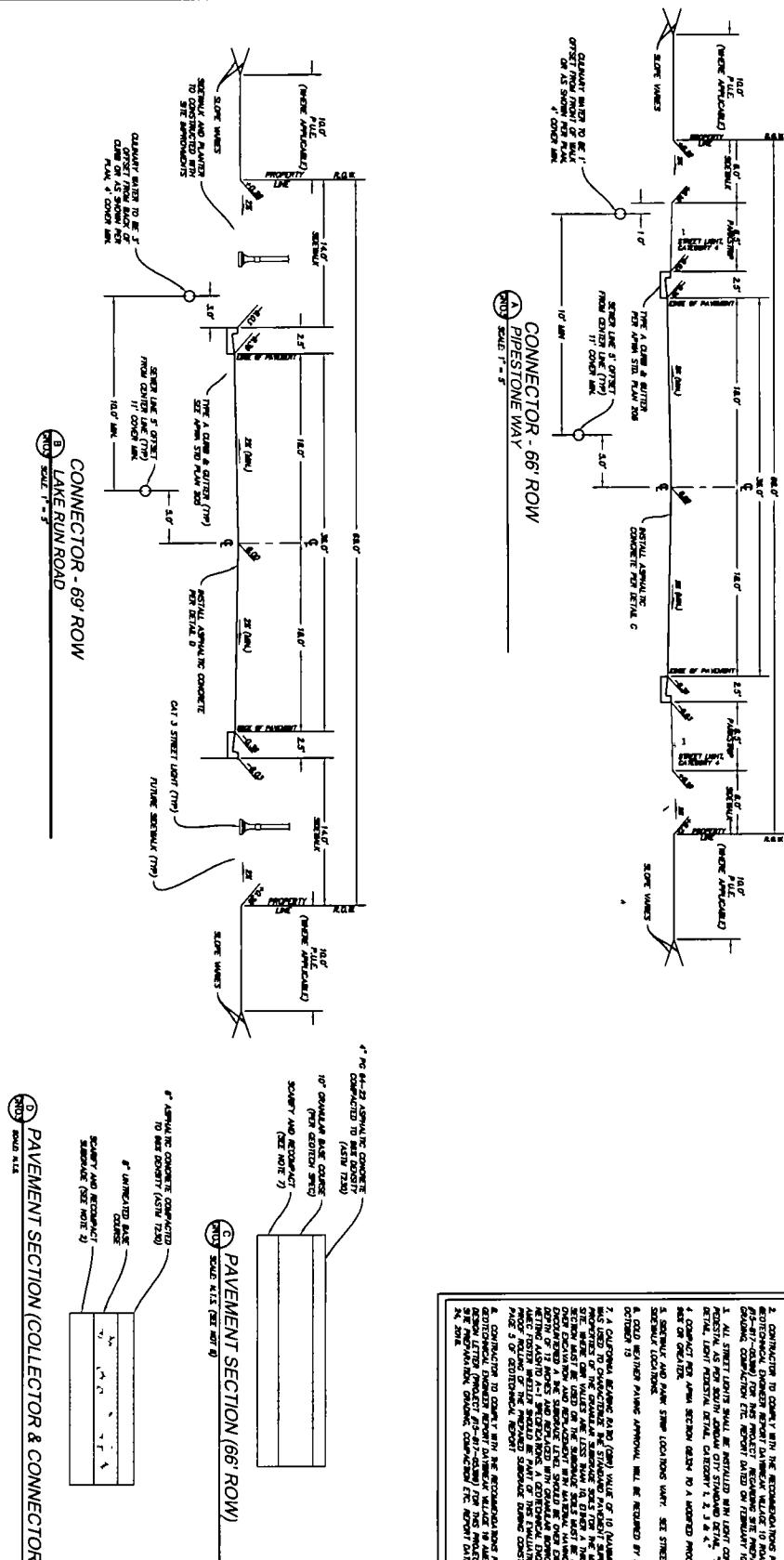


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VIATION
AMERICAN PUBLIC WORKS
ASPHALTIC CONCRETE
AND

SOUTH U.S.





URGENT AMENDMENTS TO THE PROPOSED MORTGAGE BILL ON THIS
CONSTITUTIONALITY TEST. THESE AMENDMENTS ARE AS FOLLOWS:
THE DESIGNER, OR ANY OF HIS PARTNERS OR ASSOCIATES, SHALL BE RESPONSIBLE
TO CONSTRUCT THESE AMENDMENTS. THE CITY OF BIRMINGHAM WILL NOT
BE RESPONSIBLE FOR THE CONSTRUCTION, PAYMENT, OR ANY COSTS
ASSOCIATED WITH THESE FUTURE AMENDMENTS.

D PAVEMENT SECTION (COLLECTOR & CONNECTOR,
ROAD, N.E.)

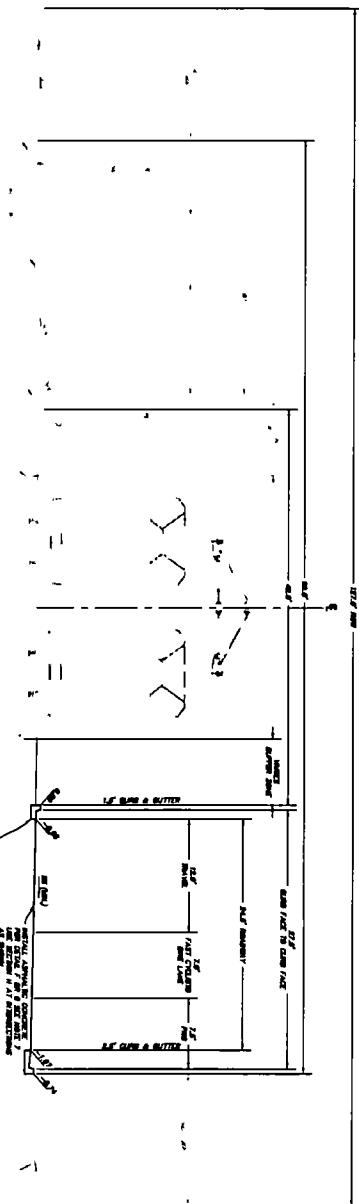
DAYBREAK
VILLAGE 10 NORTH PLAT 3

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SEARCHED BY LIB. ST.		SEARCHED BY LIB. ST.	00756	
FBI-HOUSTON 44-1987-Subpoena/1987-Subpoena/1987-Subpoena				
SEARCHED	INDEXED	SERIALIZED	FILED	SEARCHED
SEARCHED	INDEXED	SERIALIZED	FILED	SEARCHED

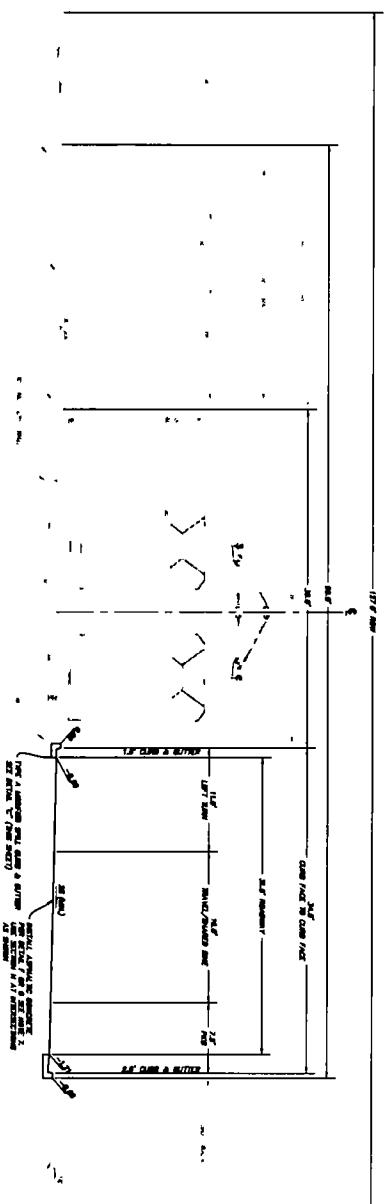
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1968 EDITION	
GPO: 1968 O-1000	
2018 RELEASE UNDER E.O. 14176	



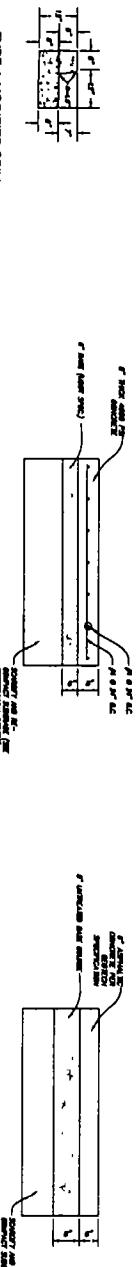
CERTAIN IMPROVEMENTS WHICH WE PROPOSED RIGHTS-OF-WAY ON THIS
ROUTE WILL NOT BE BUILT AT THIS TIME. THESE IMPROVEMENTS WILL BE
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GRANDVILLE CROSS SECTION



GRANDVILLE CROSS SECTION AT LEFT TURN LANE

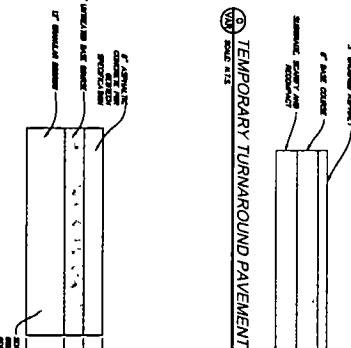


TYPE A MODIFIED SPILL

PAVEMENT SECTION (CONCRETE CROSSWALKS & INTERSECTIONS)

PAVEMENT SECTION (GRANDVILLE AVE)

PAVEMENT SECTION (GRANDVILLE AVE.)



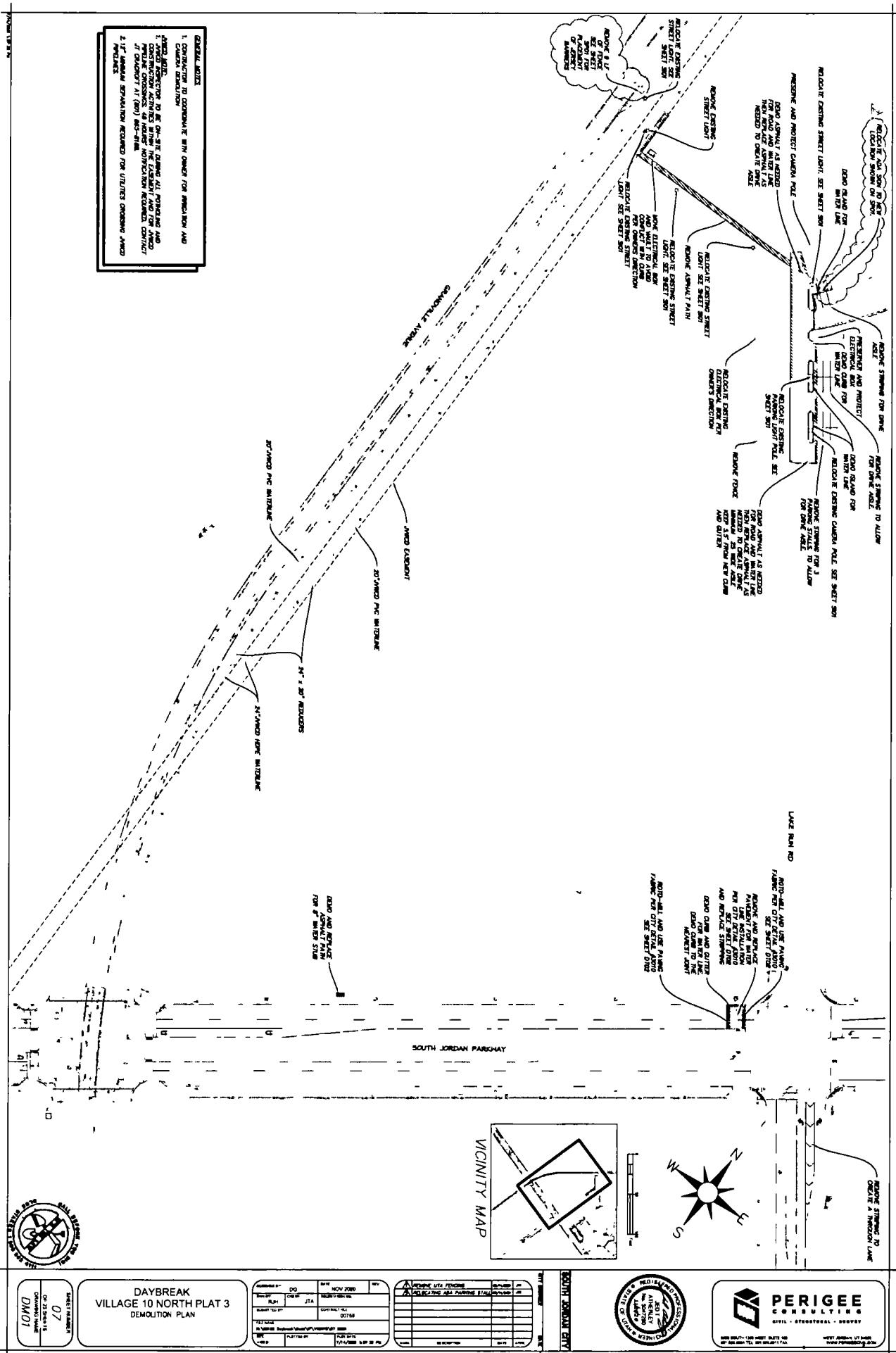
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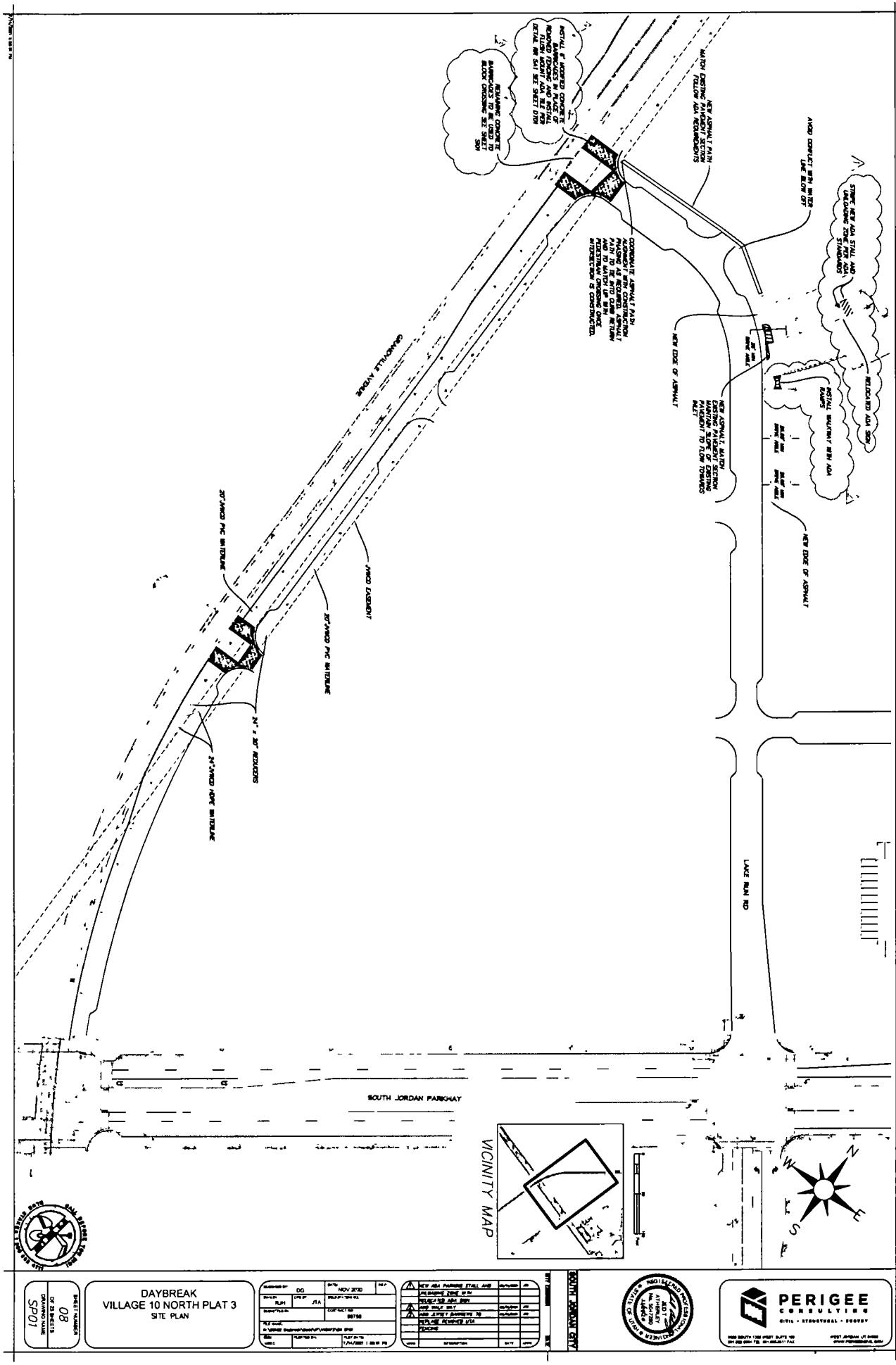
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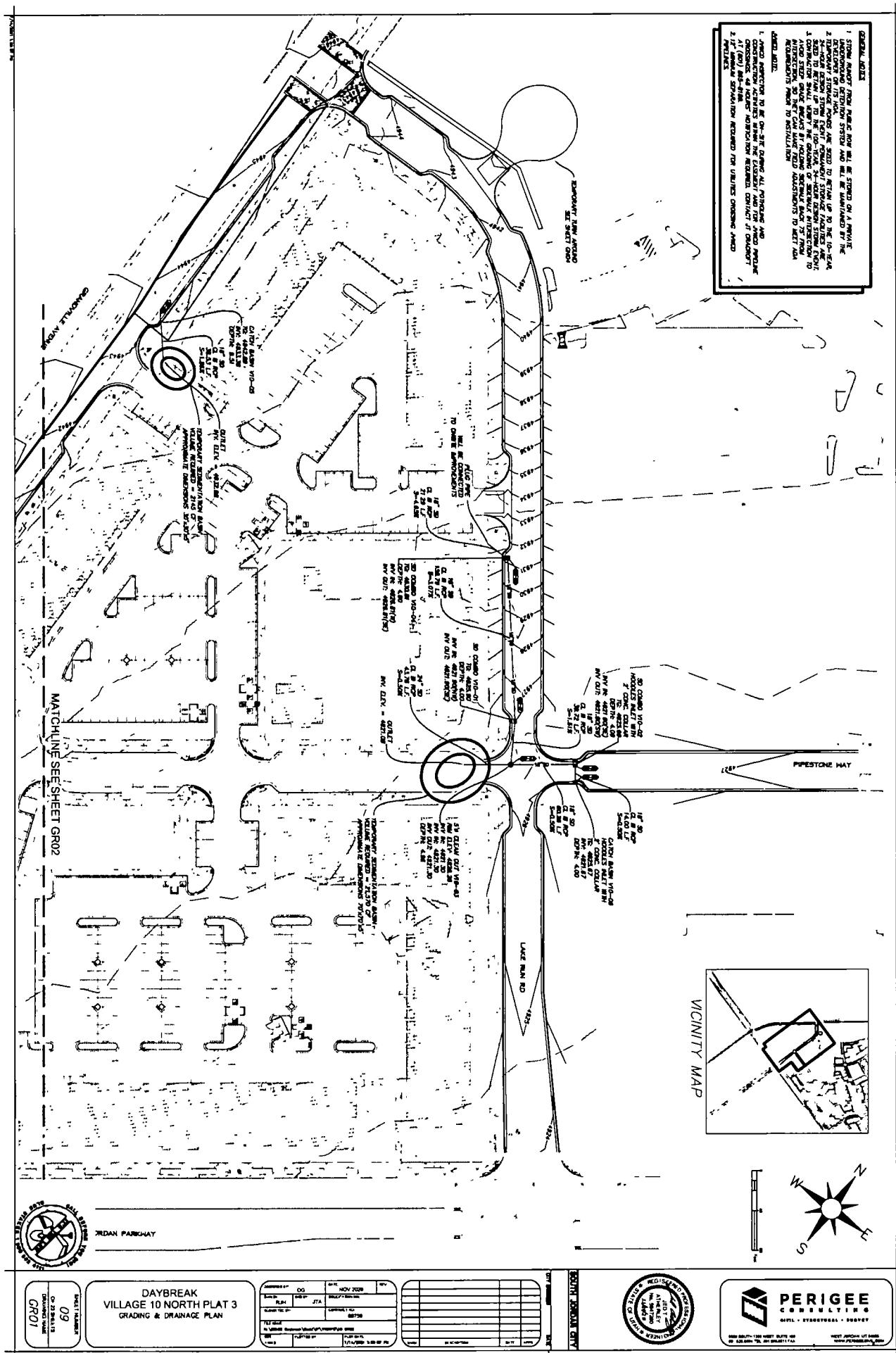
EXAM 6



WEET JORDAN LE BAKER
WWW.PERFECTLIVE.COM



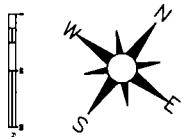
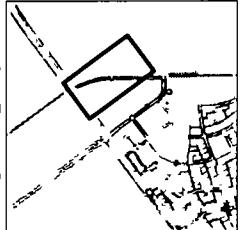




2271

1. **TEMPORARY STORAGE TOWNS** ARE USED TO RETAIN THE TO-TEAR
AND-TEAR REASON STATE FROM PERMANENT STORAGE HABITS. THEY
DO NOT MEAN THAT YOU CAN PERMANENTLY STORE PAPER.
AND STORE IMAGE MEANS BY HOLDING SOMETHING BACK FROM
INTERACTION, SO YOU CAN MAKE FUTURE ADJUSTMENTS TO MEET A
NEW NOTE.

VICINITY MAP

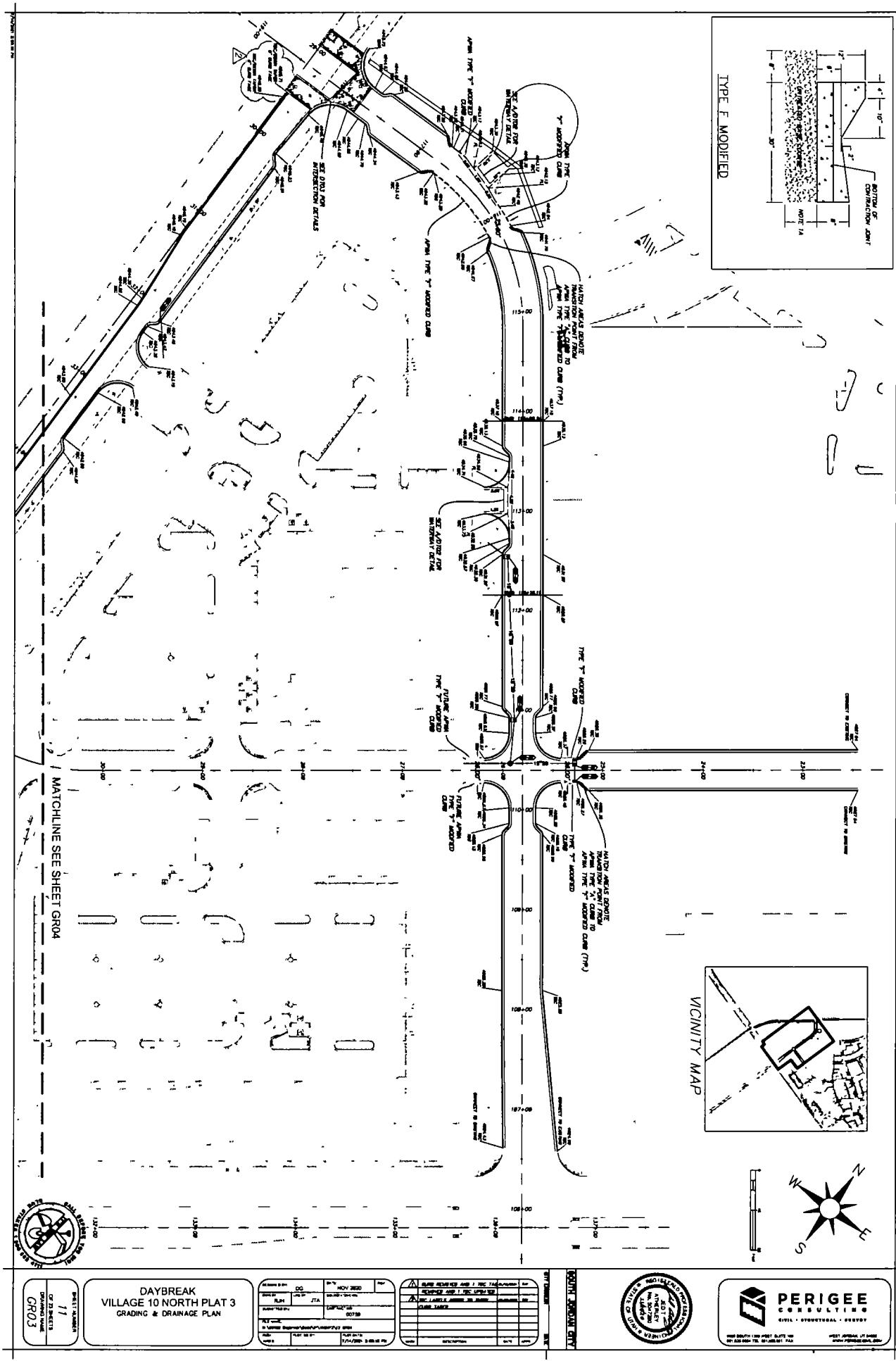


10
OF 20 SHEETS
DRAWING NAME
GR02

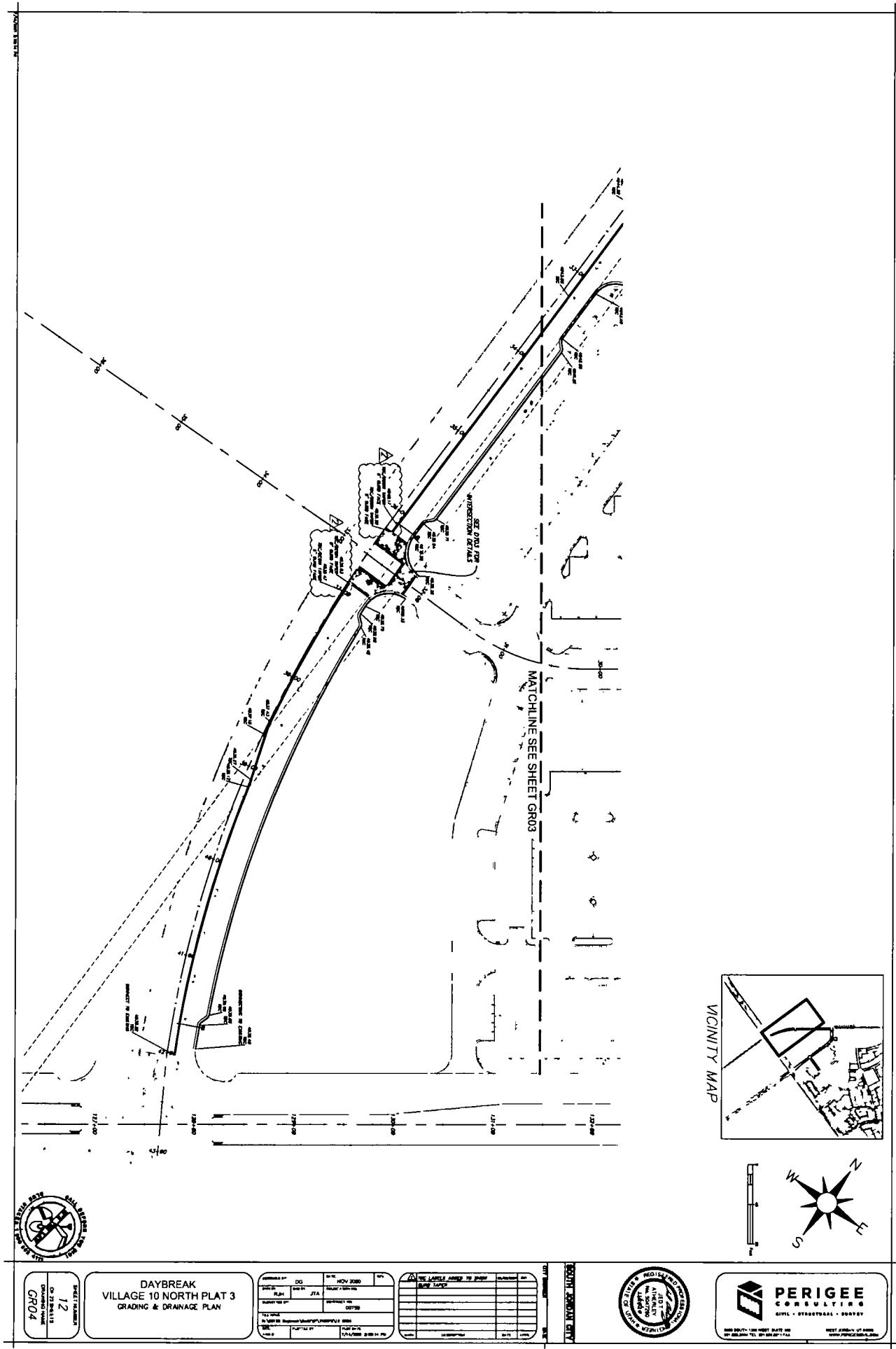
DAYBREAK
VILLAGE 10 NORTH PLAT 3
GRADING & DRAINAGE PLAN

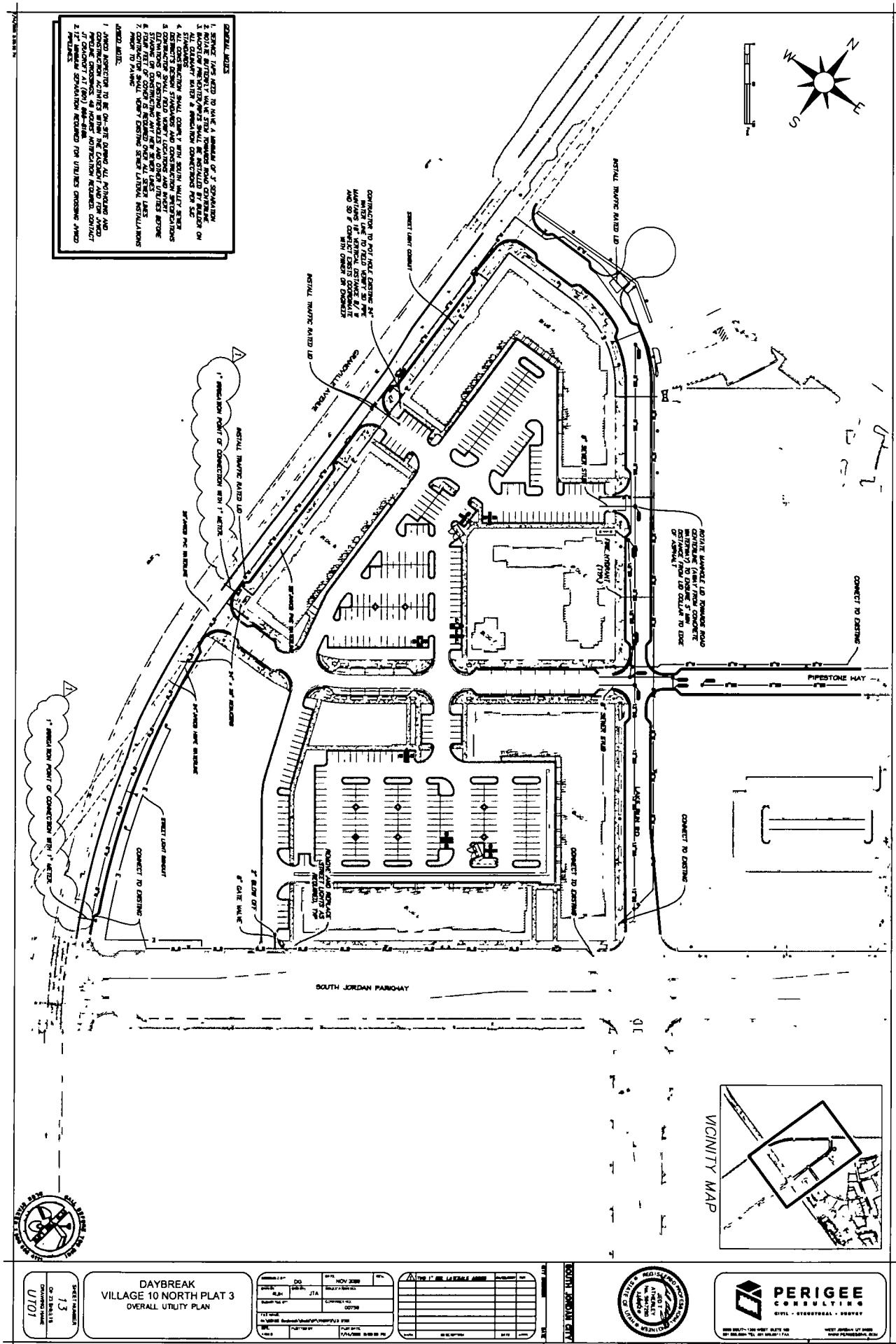
PROGRESSIVE #:	DG	DATE:	NOV 2020	REV:
ISSUED BY:	CASE BY:	INITIALIZATION REQ		
RJH	JTA			
SUBMITTED BY:		CONTRACT #:		
		00758		
12/1/2018				
Re: Specific Request Under NYLVA/PA/VA/VA/VA/VA				
REC'D:	PLATTSBURGH	PLATTSBURGH	PLATTSBURGH	PLATTSBURGH
12/1/2018	12/1/2018	12/1/2018	12/1/2018	12/1/2018

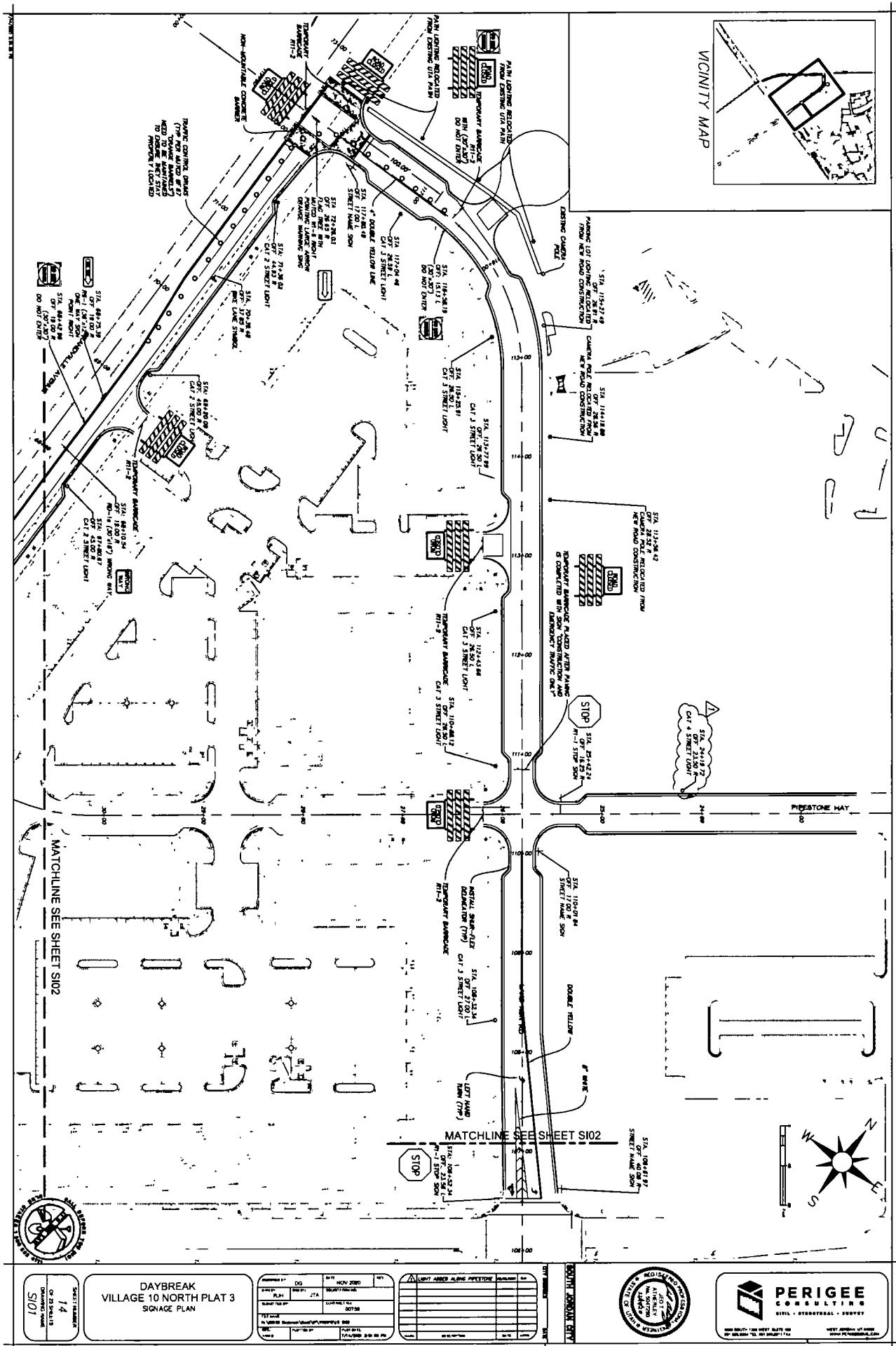


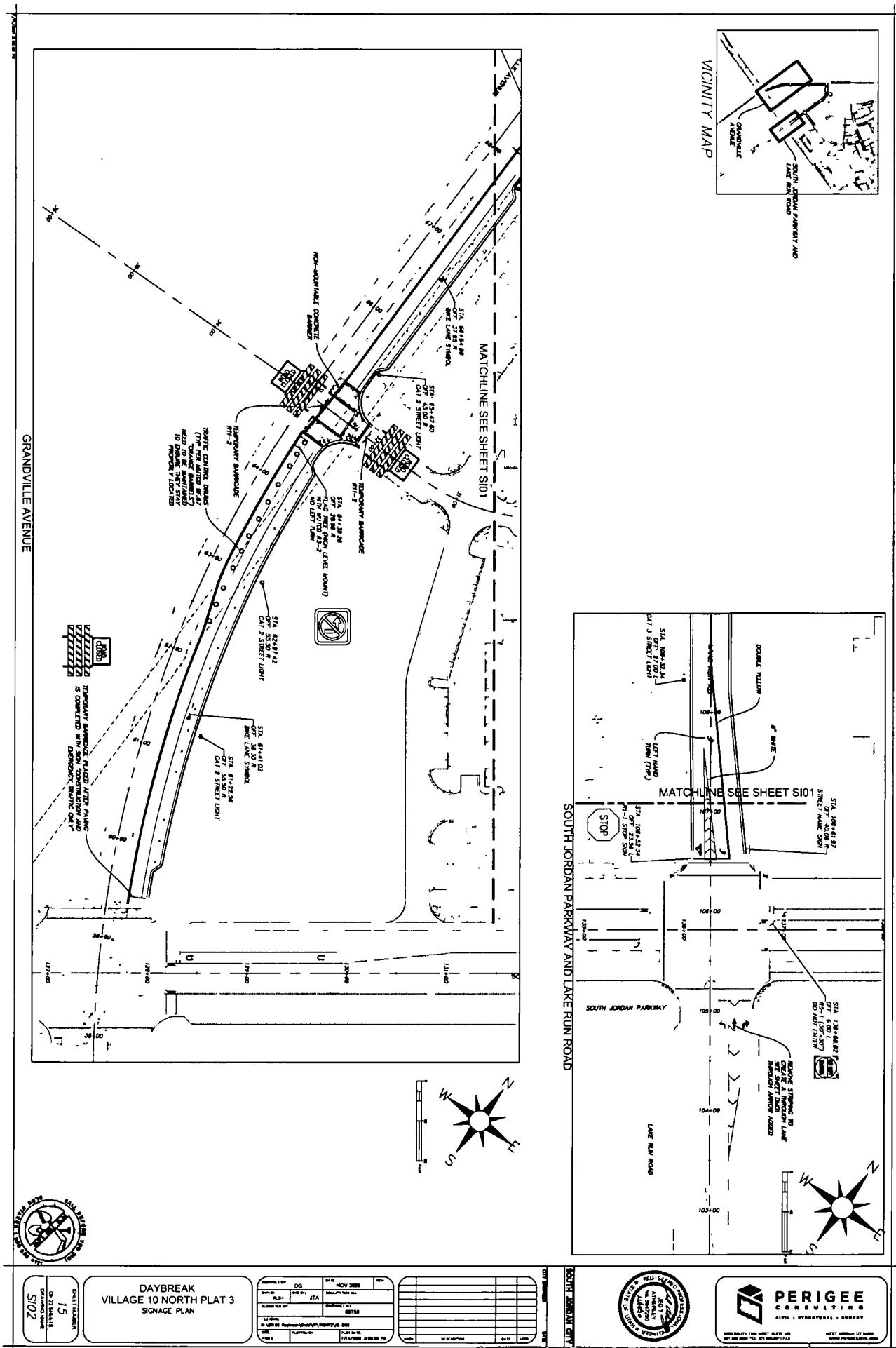


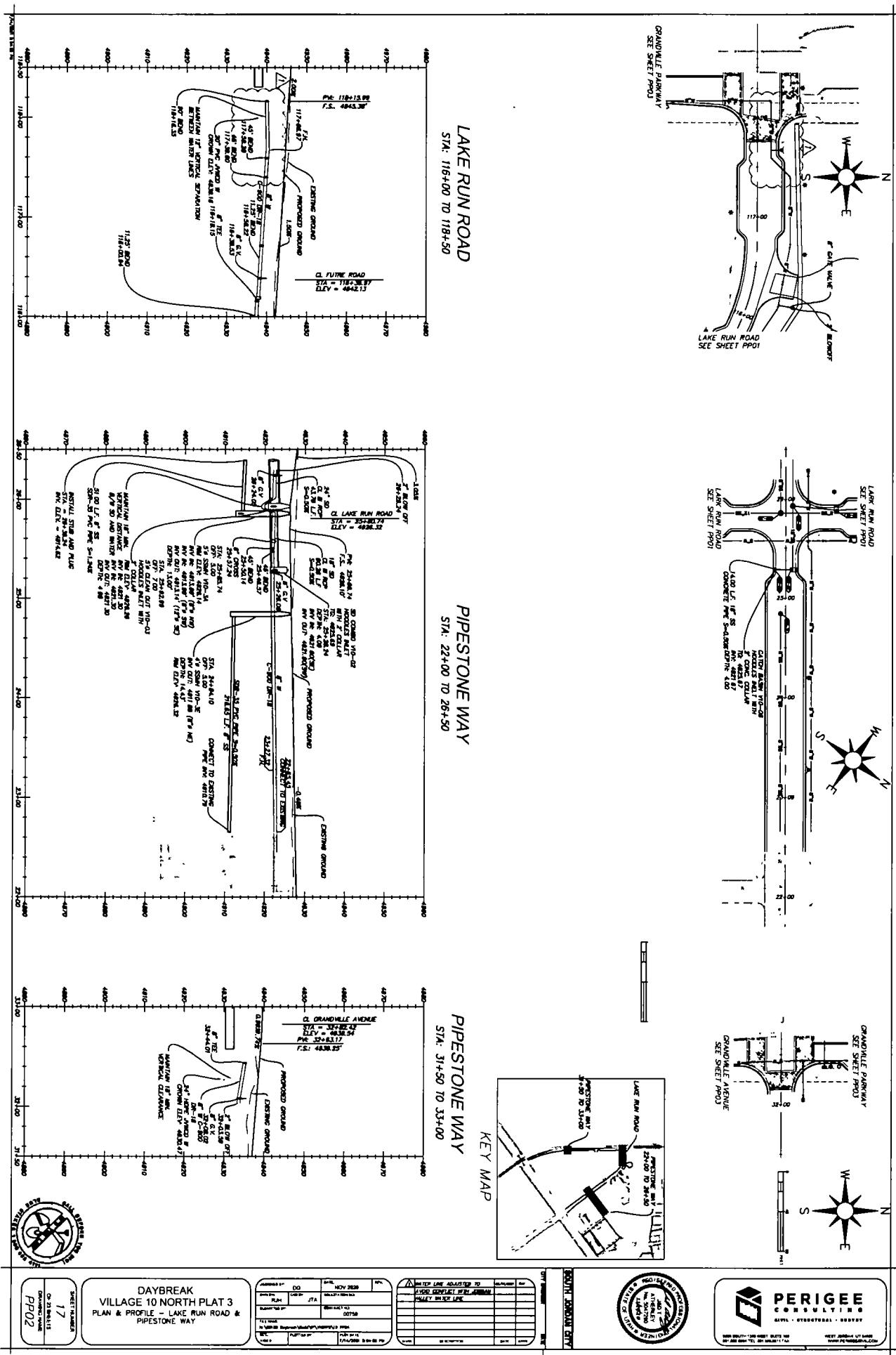
14225764 B: 11483 P: 2881 Page 24 of 41

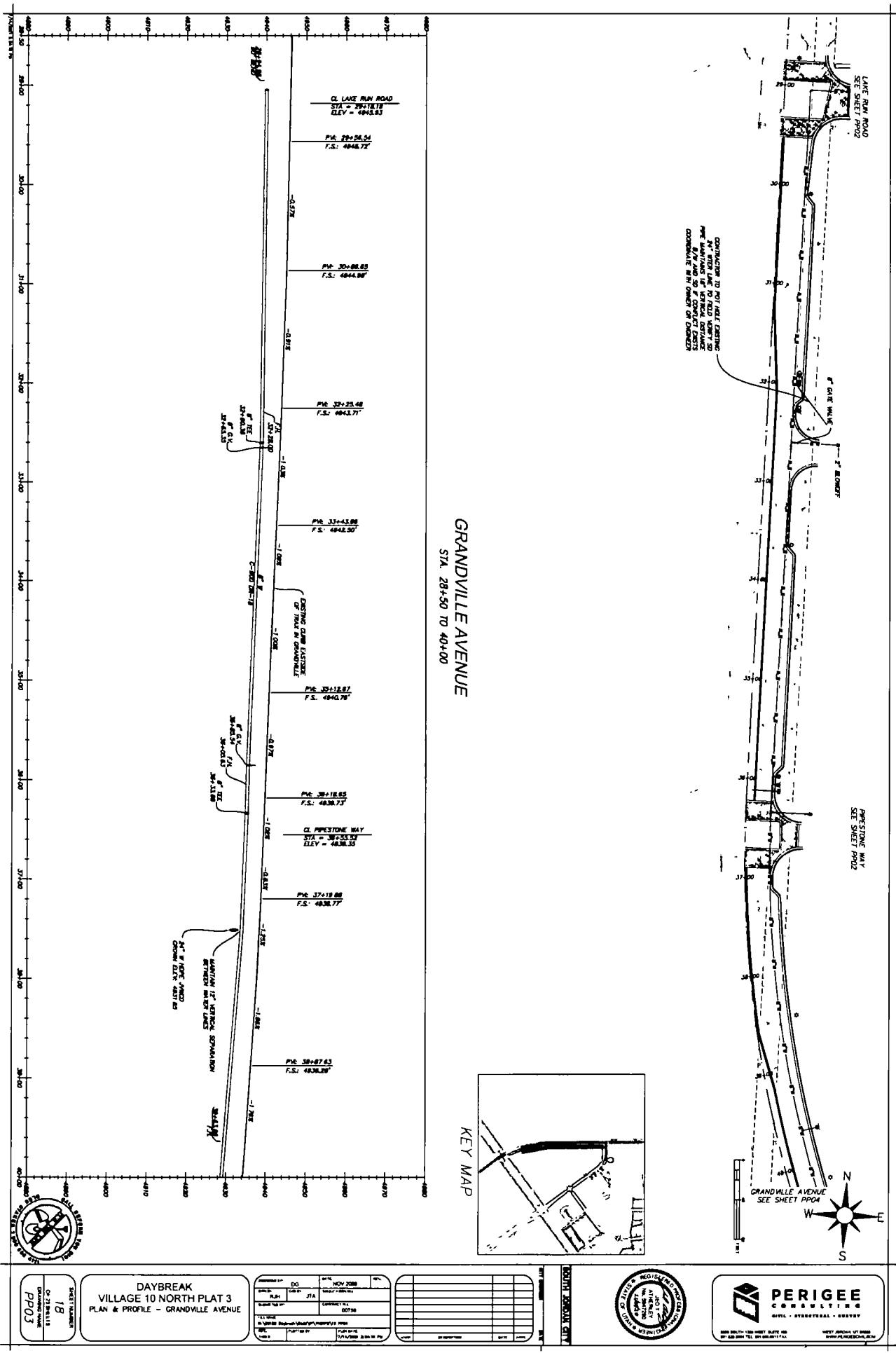


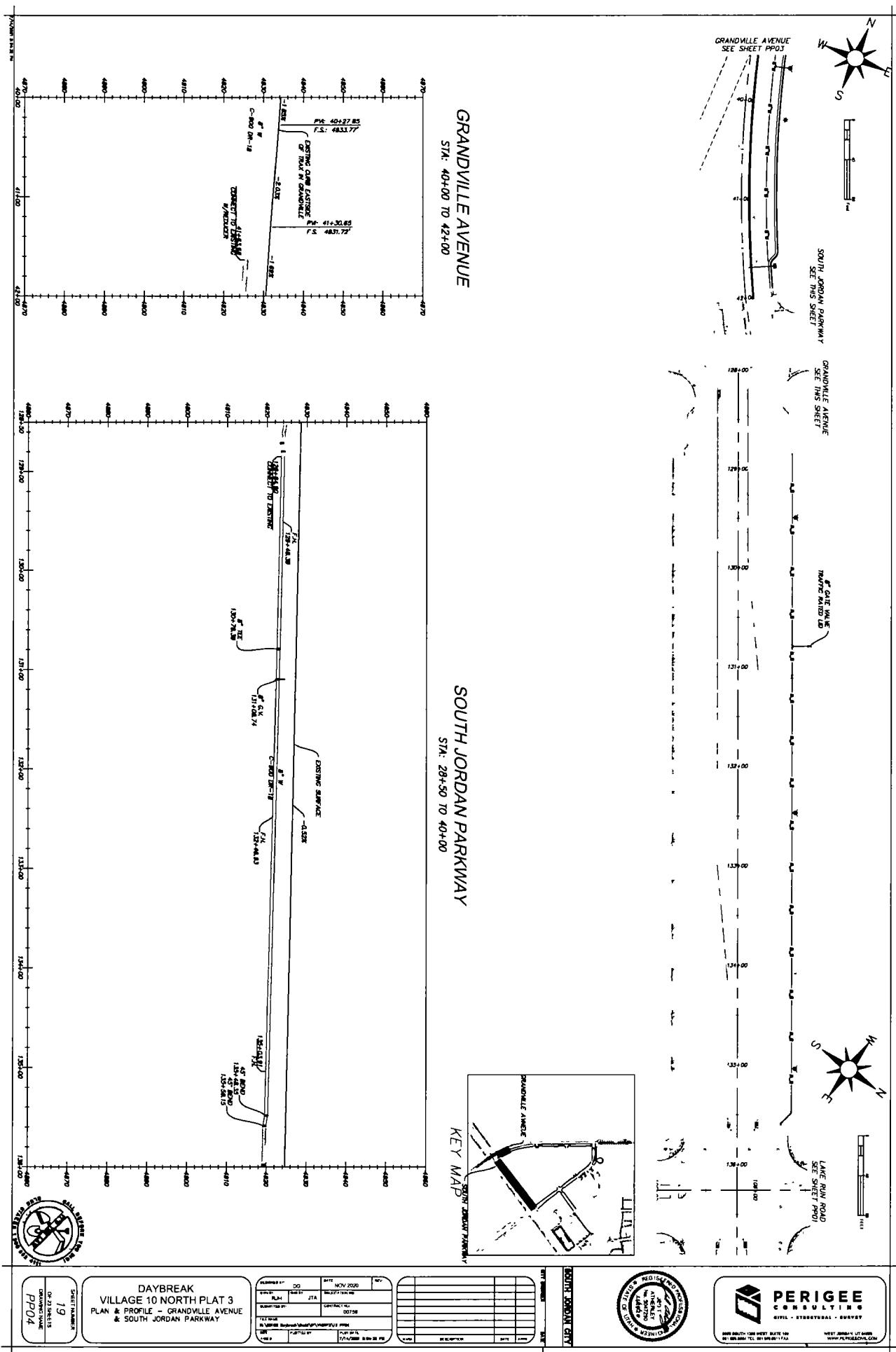


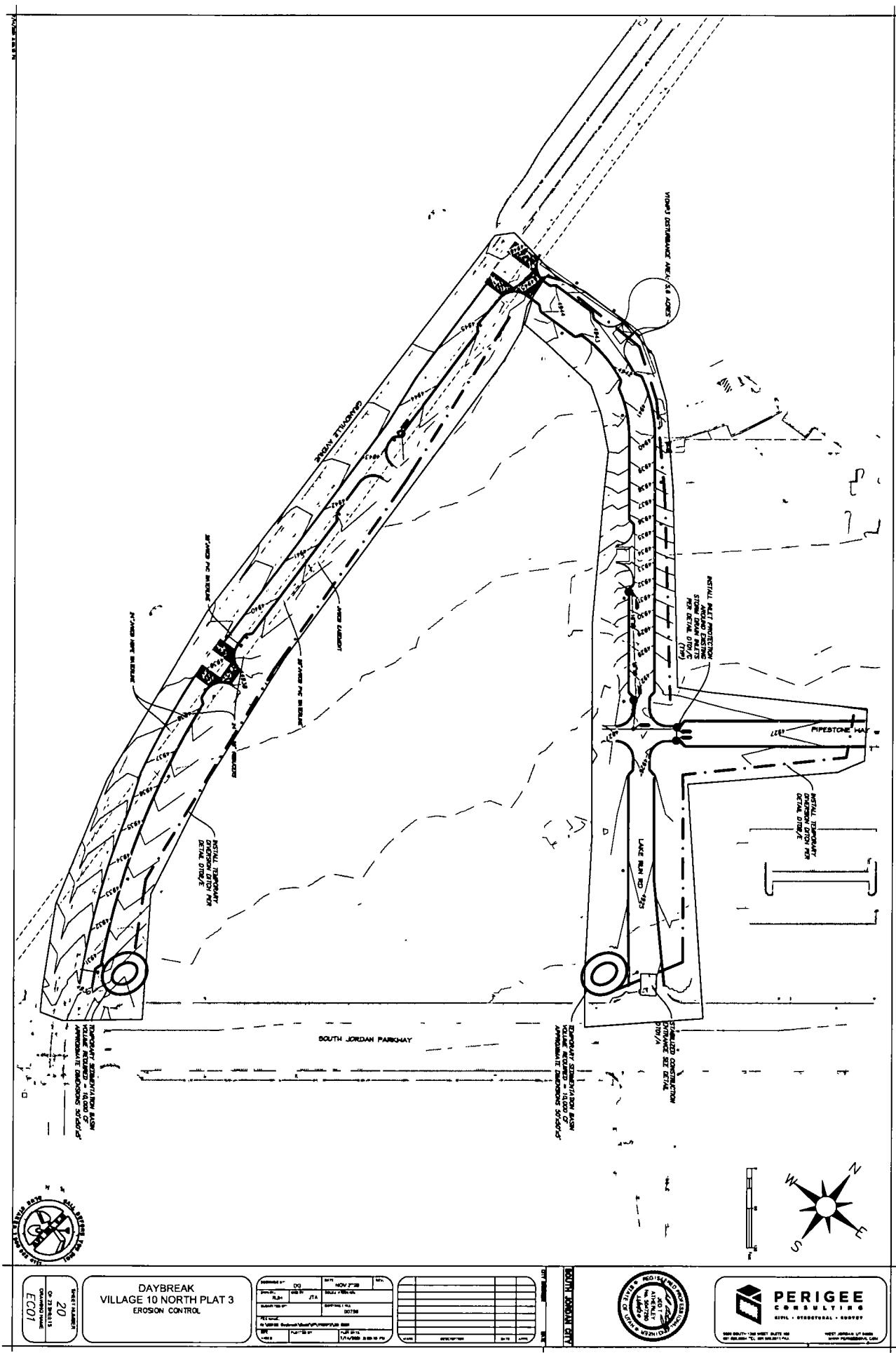




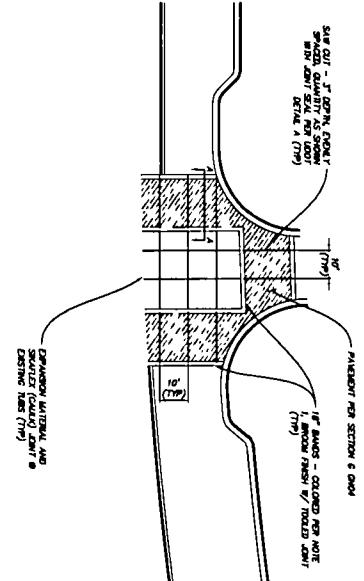




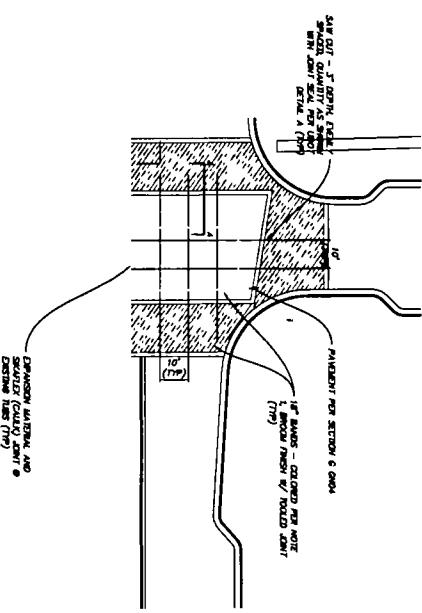




GRANDVILLE AVE & PIPESTONE WAY

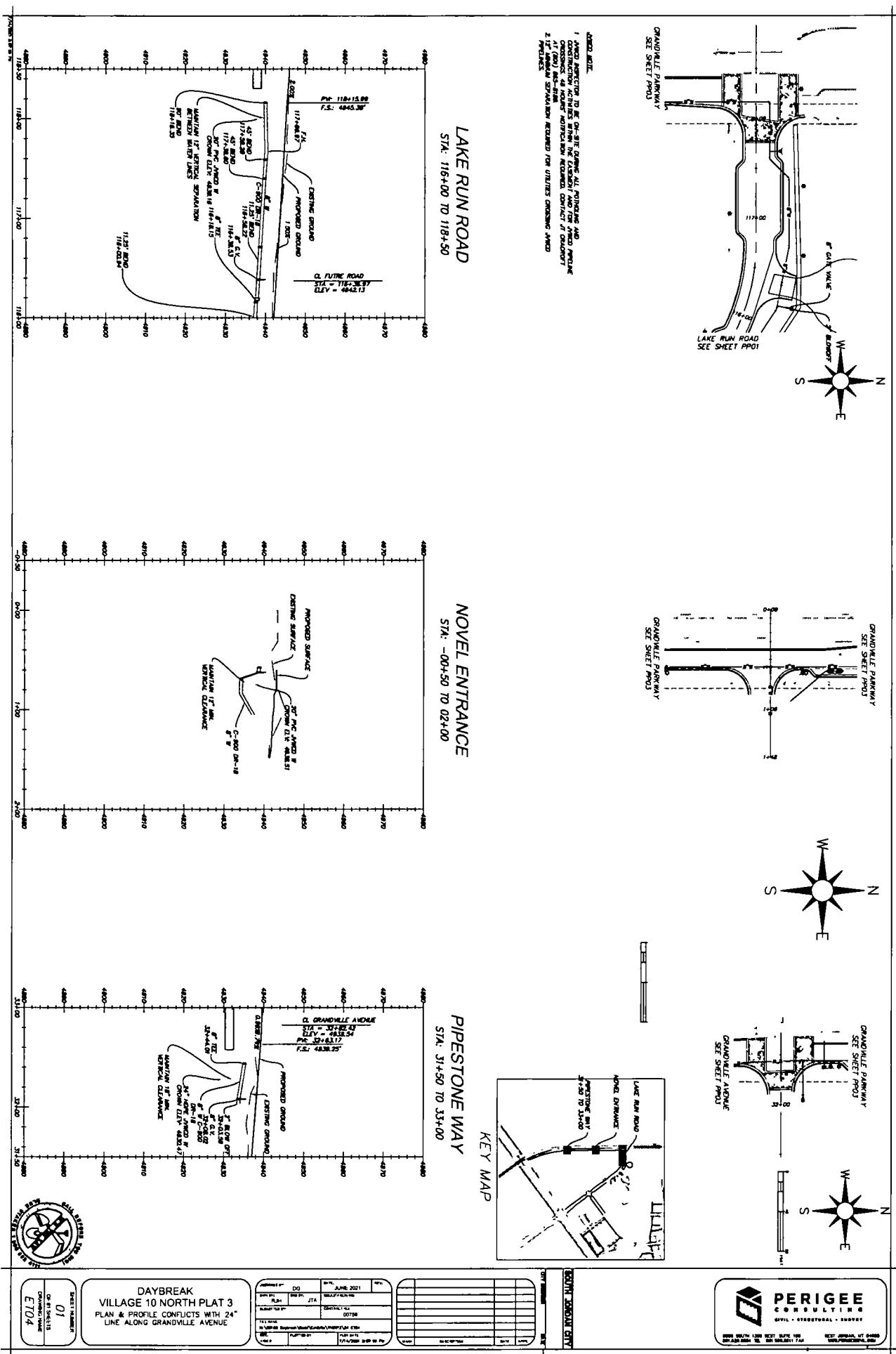


GRANDVILLE AVE & LAKE RUN ROAD

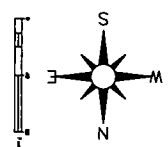


DAYBREAK
VILLAGE 10 NORTH PLAT 3
DETAILS

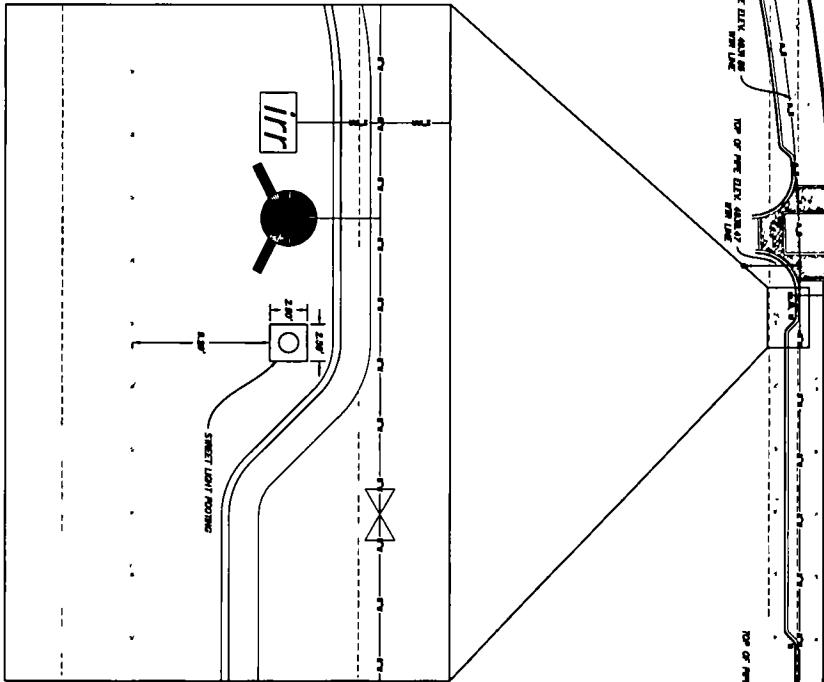




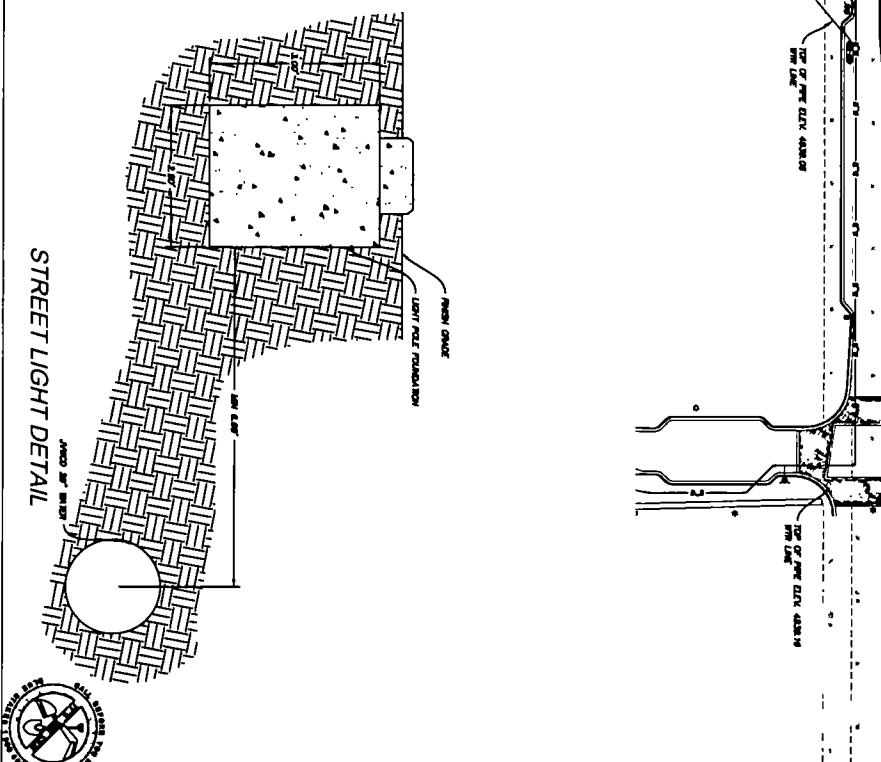
POTHOLE AND STREET LIGHT EXHIBIT



TOP OF PINE ALLEY 40' LINE



TYPICAL STREET LIGHT LOCATION



STREET LIGHT DETAIL

DAYBREAK
VILLAGE 10 NORTH PLAT 3
POTHOLE OF JWCO AND STREET LIGHT
EXHIBIT

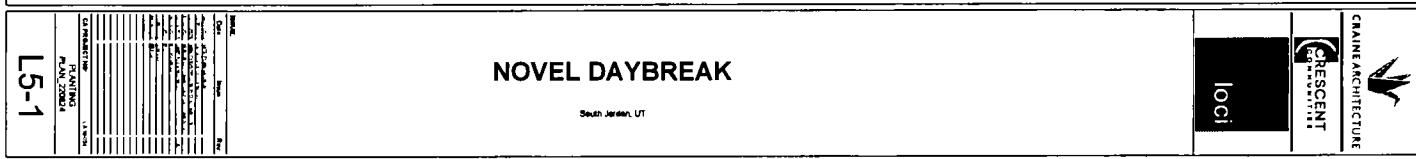
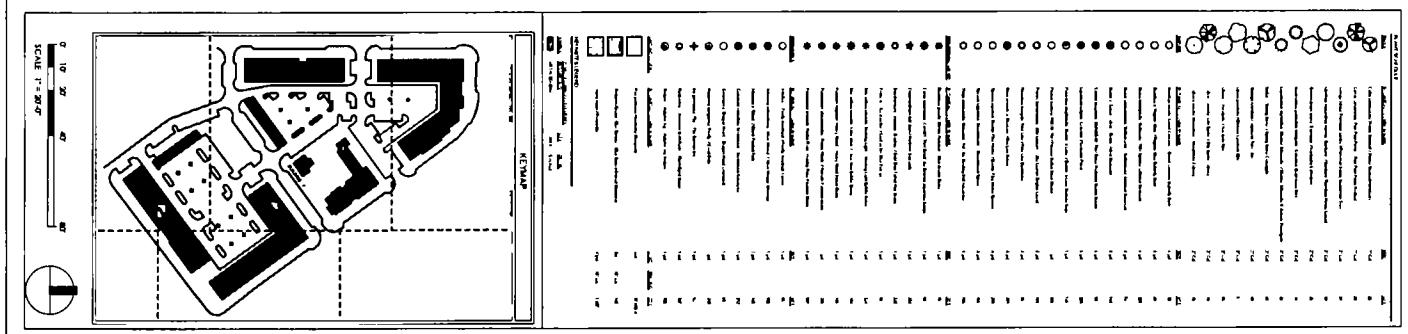
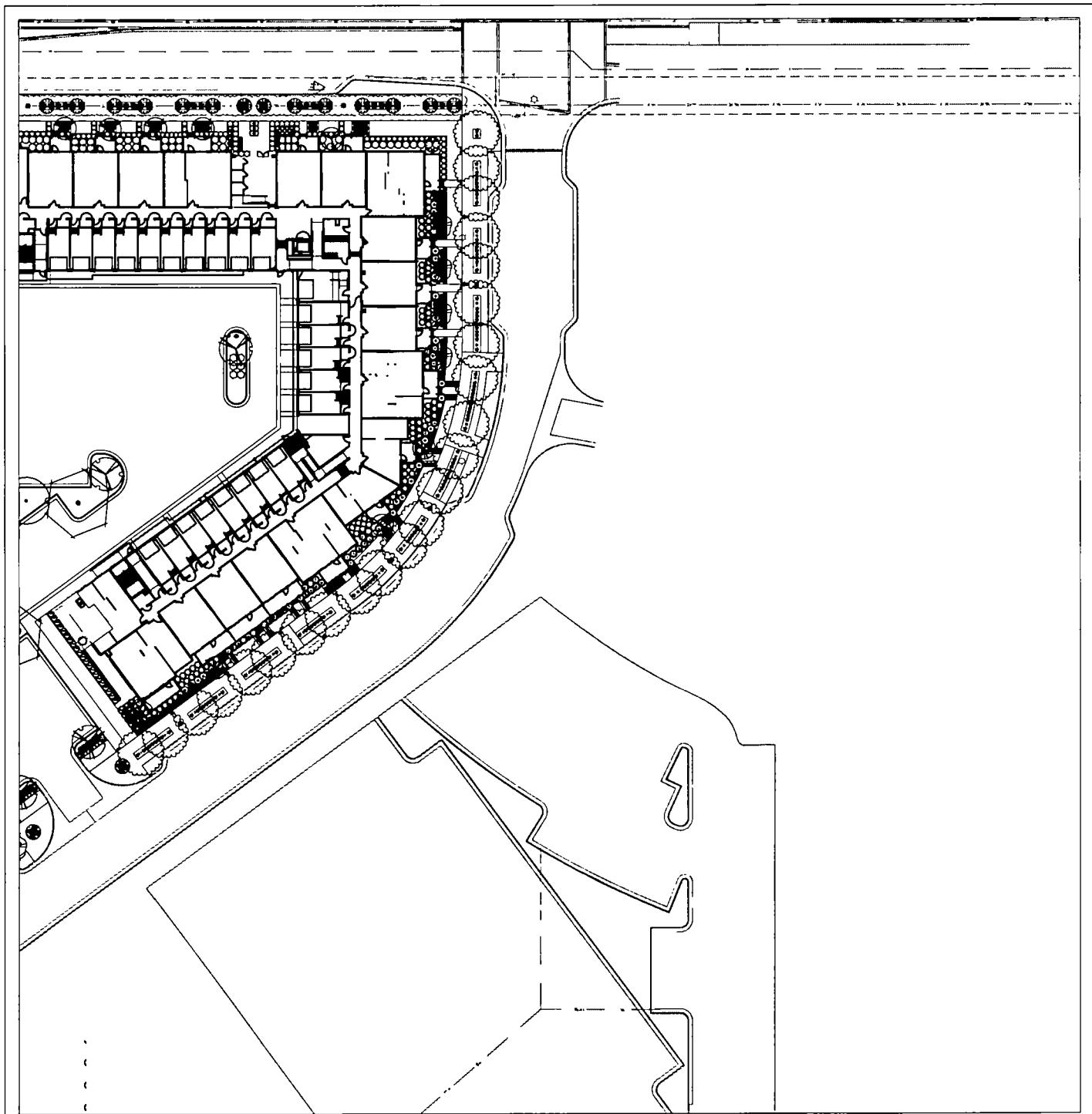
SHEET NUMBER
01
OF 01 SHEETS
DRAWING NUMBER
E705

PREPARED BY: DO DATE: MAY 2021
ALH CDR: JTA
REVISION NUMBER: 0
SUBMITTED BY: MARCH 2021
SUBMITTED TO: 00770
"THIS DRAWING IS THE PROPERTY OF THE JEWELL CREEK WATER & SEWER DISTRICT
AND IS TO BE RETURNED UPON REQUEST."
SHEET NUMBER: 01 OF 01
DRAWING NUMBER: E705



STREET LIGHT POLE

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NOVEL DAYBREAK

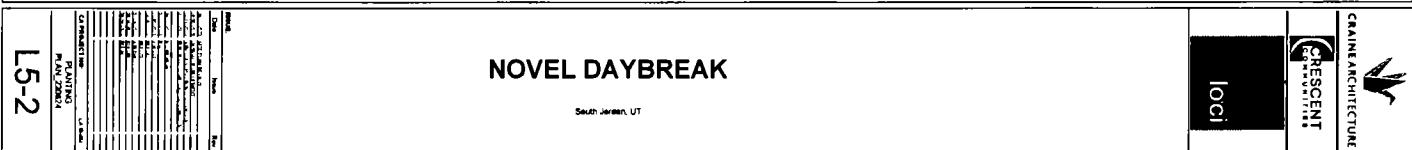
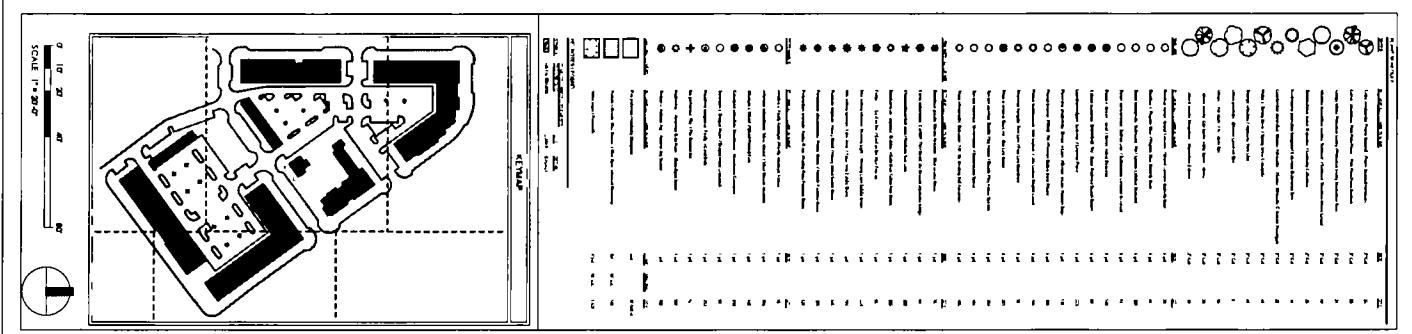
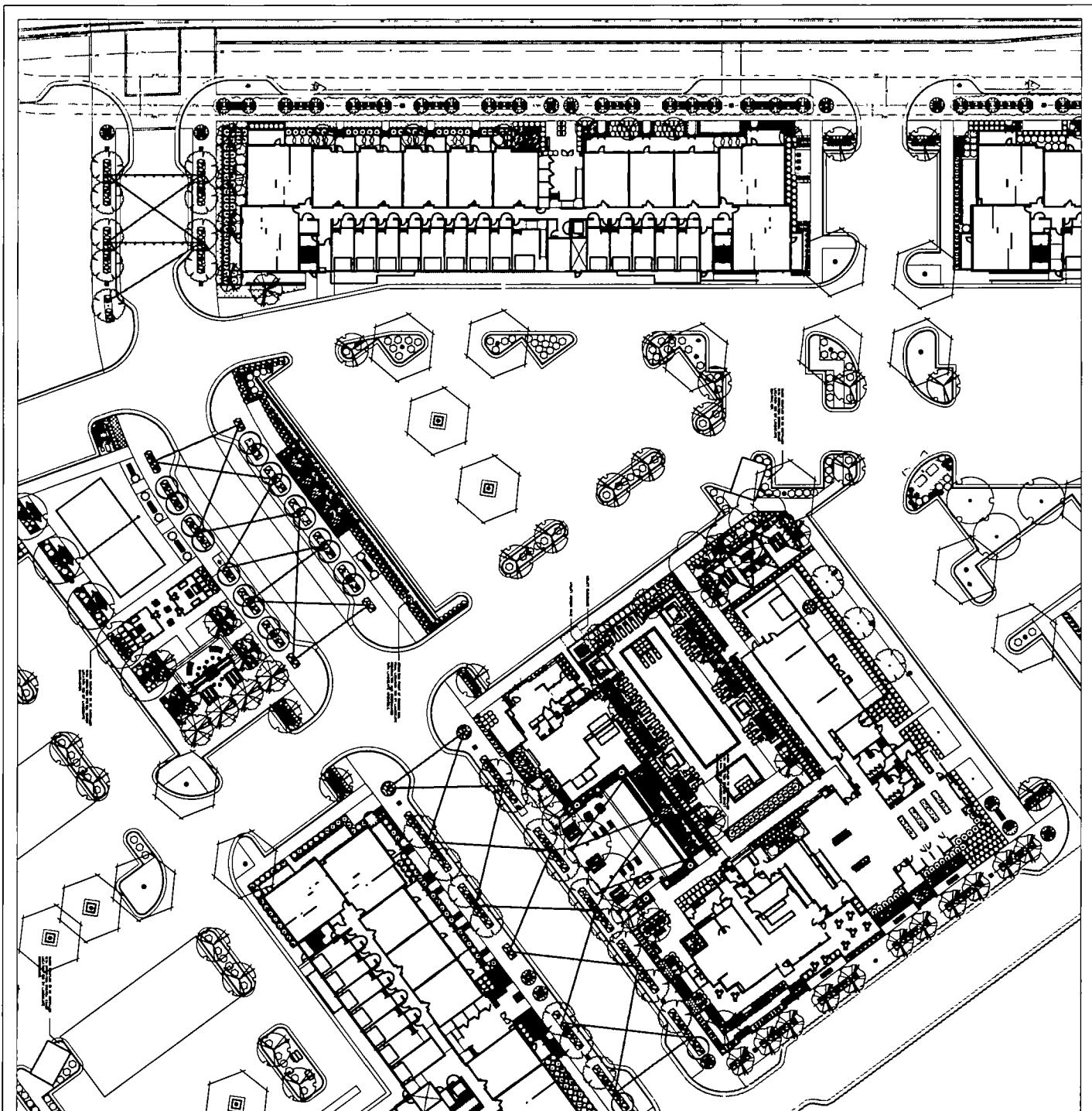
South Jordan, UT

L5-1

DIR	CONSTRUCTION	PLANTING	PLAN ZONE
1000 E	1000 W	1000 N	1000 S



loci



Irrigation Layout Granville Avenue

On east side line

8000

0000

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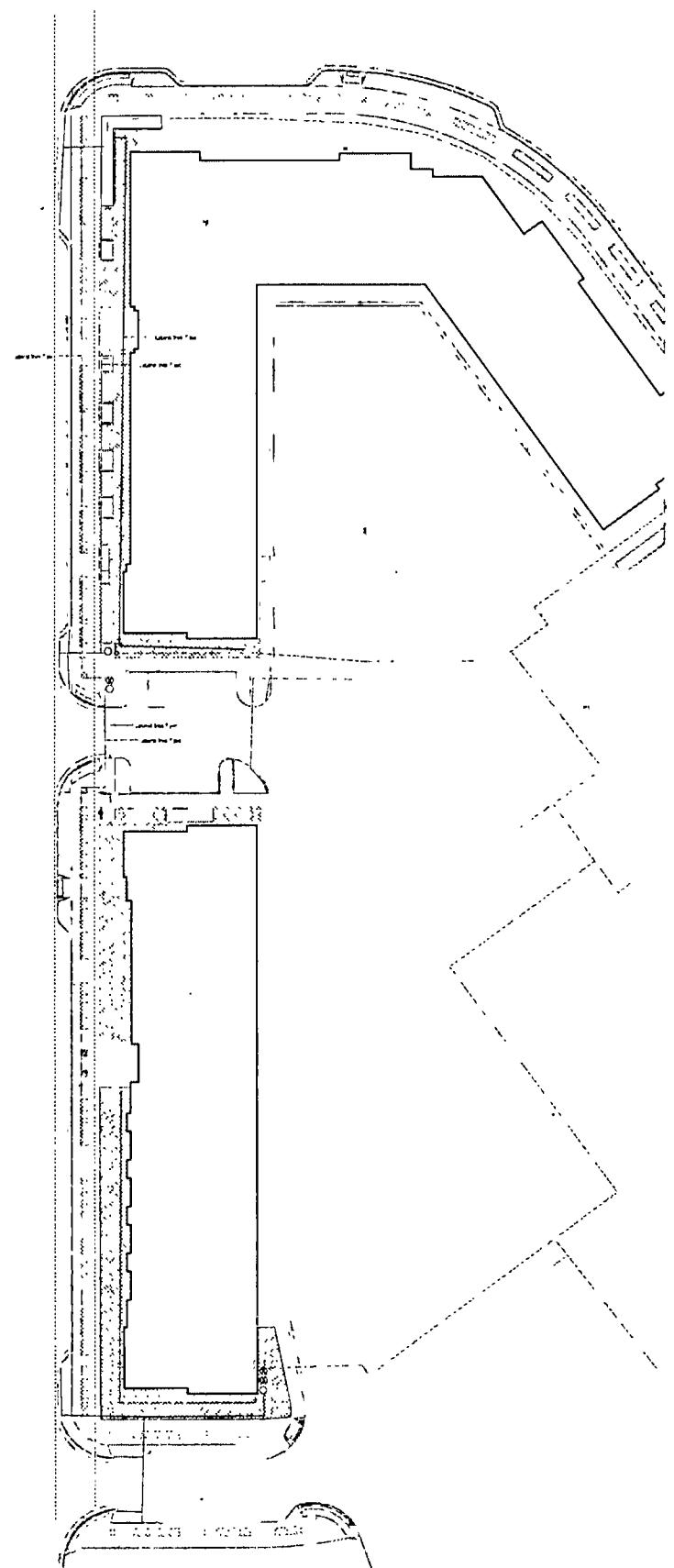


EXHIBIT D
GUIDELINES FOR ENCROACHMENT

A. Surface structures that may be constructed within the District's Easement/Right-of-Way, but only upon the prior written consent of the District, include asphalt roadway, with no utilities within roadway; non-reinforced concrete parking lots, walkways and driveways, curb, gutter, sidewalk; and non-masonry fence with gated opening. However, where the District's facilities or pipeline(s) have specific maximum and minimum cover designations, the special requirements for structures crossing over the pipeline(s) shall be obtained from the District for the maximum allowable external loading or minimum cover. It is understood that all surface structures shall be analyzed and considered by the District on an individual basis.

B. Structures that may not be constructed in, on, over, across or along the District's Easement/Right-of-Way include, but are not limited to, permanent structures such as footings, foundations, masonry block walls, buildings, garages, decks, swimming pools and in-ground trampolines, as designated and characterized by the District.

C. No trees or vines are allowed within the Easement/Right-of-Way. Shrubs or hedges that reach more than six feet (6') in height at maturity and/or have extensive root systems are not permitted within the Easement/Right-of-Way.

D. All changes in ground surfaces or elevations within the Easement/Right-of-Way are considered encroaching structures. Earthfills and cuts on adjacent property shall not encroach onto the Easement/Right-of-Way without the prior written consent of the District.

E. Existing gravity drainage of the Easement/Right-of-Way shall be maintained. No new concentration of surface or subsurface drainage may be directed onto, under or across the Easement/Right-of-Way without adequate provision for removal of drainage water or adequate protection of the Easement/Right-of-Way.

F. Prior to any construction within the Easement/Right-of-Way, an excavation must be made to determine the location of existing District facilities and pipeline(s). The excavation shall be made by or in the presence of the District, at the City's expense.

G. All construction activities within the Easement/Right-of-Way shall be limited to construction of the Encroachment Improvements previously approved by the District, and the Encroachment Improvements shall be constructed strictly in accordance with the plans and specifications previously approved by the District.

H. The ground surfaces or elevations within the Easement/Right-of-Way shall be restored to the condition, elevation and contour which existed prior to construction or as shown on the plans, drawings, guidelines and/or maps set forth in Exhibit B.

I. The City shall notify the District upon completion of construction and shall, at its expense, provide the District with one (1) copy of as-built drawings showing the actual location of the Encroachment Improvements within the Easement/Right-of-Way.

J. Following completion of construction of the Encroachment Improvements, and except in case of emergency repairs, the City shall give the District at least ten (10) days written notice before entering upon the Easement/Right-of-Way for the purpose of accessing, maintaining, inspecting, repairing, or removing the Encroachment Improvements.

K. If unusual conditions are proposed for the Encroachment Improvements or unusual field conditions within the Easement/Right-of-Way are encountered, as designated and characterized by the District, the District may, at its discretion, impose conditions or requirements which are different from or more stringent than those prescribed in these Guidelines.

L. All backfill material within the Easement/Right-of-Way shall be compacted to ninety percent (90%) of maximum density, unless otherwise allowed or required by the District. Mechanical compaction shall not be allowed within six inches (6") of any of the District's facilities and pipeline(s). Mechanical compaction using heavy equipment, as designated and characterized by the District, shall not be allowed over District facilities and pipeline(s) or within eighteen inches (18") horizontally.

M. Backfilling of any excavation or around any facilities or pipeline(s) within the Easement/Right-of-Way shall be compacted in layers not exceeding six inches (6") thick to the following requirements: (1) cohesive soils to 90 percent (90%) maximum density specified by ASTM Part 19, D-698, method A; (2) noncohesive soils to 70 percent (70%) relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.

N. To enable the District to locate non-metallic Encroachment Improvements below ground level, the City shall install a "locator wire" as required by District specifications.

O. The City shall notify the District at least forty-eight (48) hours in advance of commencing initial construction of the Encroachment Improvements in order to permit inspection by the District.

P. No encroachment shall involve the use or storage of hazardous material(s), as designated and characterized by the District.