

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

**14228022 B: 11484 P: 5912 Total Pages: 9**  
**04/15/2024 10:22 AM By: salvarado Fees: \$40.00**  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: SPENCER FANE LLP  
1000 WALNUT ST. KANSAS CITY, MO 64106

**Salt Lake County Parcel No. 28-02-230-007-0000**

## **EASEMENT AGREEMENT**

This Easement Agreement (Agreement) is entered into by the METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY, a Utah metropolitan water district (the District) and RICHARD H WILKINSON and DEANA A WILKINSON, individually and as Trustees of the RICHARD AND DEANA WILKINSON REVOCABLE TRUST, dated September 22, 2020 (Landowners).

### **AGREEMENT PURPOSES**

Landowners hold fee title to the following tract of land in Cottonwood Heights City, Salt Lake County, Utah:

Lot 8 of the Falcon Cove PUD according to the official plat thereof recorded with the Salt Lake County Recorder's office.

(the Parcel). The Parcel has a street address of 8777 S Falcon Heights Lane, Cottonwood Heights City, Utah, and has been assigned by Salt Lake County the parcel number of 28-02-230-007-0000.

The District is constructing the Cottonwoods Connection project (the Project), which includes large water pipelines (with associated improvements) that will reach from a point near the mouth of Big Cottonwood Canyon to the District's Little Cottonwood Water Treatment Plant located near Little Cottonwood Creek. The Project includes an aqueduct being referred to as the Salt Lake Aqueduct Replacement (SLAR) that will mostly be constructed parallel to and relatively near the existing Salt Lake Aqueduct (SLA). The SLAR will eventually function in conjunction with the existing SLA; it will not actually completely replace the SLA. For the most part, the SLAR will be constructed in existing easements that allow the District to construct, own, operate, repair and replace the SLA.

A portion of the SLAR will be constructed across the Parcel. The District has requested a permanent easement for the SLAR across a portion of the Parcel from Landowners.

For good and valuable consideration, the sufficiency and receipt of which is acknowledged by Landowners, Landowners have agreed to convey to the District a permanent easement across a portion of the Parcel for the SLAR, all as more particularly described below.

## AGREEMENT TERMS

**1. Conveyance of Permanent SLAR Easement.** Landowners hereby convey and warrant only against all who claim by or through Landowners, to the District a perpetual easement for the survey, planning, layout, construction, use, operation, inspection, maintenance, repair, replacement, and improvement of the SLAR, or its replacement or replacements, and related improvements on, over, under, and through the following described land located in Cottonwood Heights City, Salt Lake County, State of Utah (the Easement):

A PORTION OF A FIFTY FOOT WIDE PERPETUAL EASEMENT FOR A WATERLINE LYING WITHIN THE EXISTING METROPOLITAN WATER DISTRICT OF SALT LAKE AND SANDY AQUEDUCT EASEMENT AND BEING A PORTION OF THE RICHARD AND DEANA WILKINSON REVOCABLE TRUST (GRANTORS) PROPERTY, APN 28-02-230-007, LOCATED WITHIN LOT 8, FALCON COVE PUD, FILE NO. 2004P-389, SALT LAKE COUNTY RECORDS, IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE GRANTORS' PROPERTY, WHICH POINT LIES NORTH 89°40'09" WEST ALONG THE SECTION LINE 1108.77 FEET AND SOUTH 00°19'51" WEST 1132.11 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 2, SAID POINT BEING A POINT OF CURVE OF A 341.02 FOOT RADIUS CURVE TO THE LEFT; AND RUNNING THENCE ALONG THE EASTERLY LINE OF SAID GRANTORS' PROPERTY THE FOLLOWING (3) THREE COURSES: 1) ALONG THE ARC OF SAID CURVE 18.39 FEET THROUGH A CENTRAL ANGLE OF 03°05'24" (CHORD BEARS SOUTH 18°49'16" EAST 18.39 FEET); 2) THENCE SOUTH 05°15'21" EAST 38.30 FEET TO A POINT OF CURVE OF A 430.00 FOOT RADIUS TANGENT CURVE TO THE LEFT; 3) THENCE 23.06 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'24" (CHORD BEARS SOUTH 06°47'33" EAST 23.06 FEET) TO A POINT ON THE SOUTHERLY LINE OF GRANTORS' PROPERTY; THENCE ALONG SAID SOUTHERLY LINE SOUTH 82°26'20" WEST 10.95 FEET TO A POINT OF CURVE OF A 525.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE 85.12 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°17'24" (CHORD BEARS NORTH 11°15'06" WEST 85.03 FEET) TO A POINT ON THE NORTHERLY LINE OF THE GRANTORS' PROPERTY AND POINT OF CURVE OF A 28.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE 15.89 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°31'06" (CHORD BEARS SOUTH 77°03'42" EAST 15.68 FEET) TO THE POINT OF BEGINNING.

CONTAINS 1,263 SQUARE FEET OR 0.029 ACRE, MORE OR LESS.

The approximate location of the Easement is shown in Exhibit A, attached.

**2. Landowners' Use of Land Subject to the Easement.** Landowners may utilize the land that is subject to the Easement for the following:

(a) landscaping, including edging, gardening, planter boxes, free-sitting pavers, organic or gravel mulch, shrubs less than four feet tall when mature, landscape rock no greater than 36 inches in any direction, irrigation systems with a quickly accessible shutoff valve outside the Easement, and turf;

(b) above-ground trampolines, swing sets, and similar play sets, and picnic chairs and tables that can be quickly removed without excavation and without mechanized equipment;

(c) non-masonry fencing, so long as the fencing provides reasonable and efficient access to the Easement, including gates to allow access to any portion of the Easement that is not otherwise accessible. If the gate is to be locked, it shall have the ability to install a District lock for District access;

(d) unreinforced concrete, asphalt or other unreinforced paving or flatwork;

(e) unreinforced curbing, gutters;

(f) road base or gravel driveways or walkways;

(g) one single-pole mailbox if on frontage of property;

(h) not more than one shed for gardening, storage, or small animal husbandry. The shed shall be no larger than 120 square feet in footprint, constructed on skids, without attachment to the ground or utilities, and capable of being dragged off the Easement with not more than a small mini excavator; and

(i) buried utilities, so long as any new crossing of the Easement is perpendicular to the SLAR at 90 degrees whenever practicable and not less than 60 degrees, maintains at least 18 inches of clearance from the SLAR, and has a metallic location strip. Any metal pipe or high voltage power lines in close proximity to the SLAR must have appropriate corrosion protection measures that provide protection of the SLAR.

Landowners shall not place any other structures or improvements of any nature within the Easement or make any material changes to the ground elevation within the Easement without the prior written consent of the District, which consent shall not be withheld unless, in the District's good faith judgment, the proposed structure, improvement, or ground elevation change may present risk to the SLAR, or may make the District's enjoyment of the Easement more expensive or more time consuming. Overhangs, footings, and foundations are prohibited.

Upon notice from the District that is reasonable under the circumstances, Landowners shall remove any above-ground trampolines, swing sets, similar play sets; picnic chairs and tables; and shed from the Easement. Landowners shall be responsible for storing such

improvements outside of the Easement during the District's work within the Easement. In the event Landowners do not remove such improvements within the time identified by the District, the District or its contractors may do so. The District or its contractors shall have no obligation to maintain or store the improvements or restore them on the Parcel following the work, and shall not be liable for any damages associated with the removal of such improvements.

All uses of the land subject to the Easement shall be consistent with all applicable federal, state, and local statutes, regulations, ordinances, common law, and restrictive covenants, recorded declarations, and homeowner association rules.

No hazardous substances or substances of concern as defined by any applicable federal, state, or local statute, rule, or ordinance shall be stored on the land subject to the Easement. The use of such substances on or in close proximity to the land subject to the Easement shall be consistent with the manufacturer's instructions.

Landowners shall act reasonably to prevent the violation of these requirements by guests, family members, tenants, lessees, agents, employees, contractors, and others allowed to use the Parcel.

**3. The District's Right to Correct.** The District shall have the right to remove, haul off, and discard or destroy any use, structure, or improvement not expressly allowed under the terms of this Agreement if Landowners fail to do so after notice of non-conformity for a period of time that is reasonable under the circumstances (not to exceed 30 days). Landowners shall reimburse the District for all reasonable costs of any such removal, hauling off, and disposition as provided in Paragraph 5.

**4. The District's Restoration Obligations.** In the event use of the Easement by the District or its employees or contractors causes material damage to the land subject to the Easement, the District shall, at its sole expense:

- (a) refill and reshape and compact as reasonable all excavations;
- (b) remove excess materials; sort, grade, and replace topsoil; and
- (c) restore any landscaping (except that plants, including shrubs, may be immature and a similar, not necessarily the same, genus and species), irrigation systems, flatwork, fencing, curb, gutter, walkways, driveways, mailbox, and utilities in the affected area that are consistent with this Agreement to a reasonably similar pre-work condition at District's sole expense.

The District shall restore any other structures or improvements that were previously approved in writing by the District, consistent with the terms of the written approvals for the same.

Such restoration by the District shall be performed reasonably promptly as weather allows such work to be accomplished efficiently.

**5. Reimbursement of the District.** In the event that Landowners are required to reimburse the District for costs pursuant to this Agreement, Landowners shall reimburse the District for all costs reasonably incurred by the District within 90 days of mailing of an itemized invoice from the District for such costs. After 90 days following mailing of an invoice, all amounts due to the District will accrue interest at a rate of 10% annually, compounded annually. If any amounts remain payable to the District after 120 days following mailing of an invoice, the District may perfect a lien on the Parcel for the amounts owed the District, together with interest and costs of foreclosure, by making a reasonable attempt to contact Landowners to discuss the matter, followed by recording a Notice of Lien referencing this paragraph and the amount of the lien. The District will mail a copy of the recorded Notice of Lien to Landowners. Such a lien may be foreclosed in the same manner as a mortgage.

**6. Notice.** Any notice required by this Agreement will be deemed given when mailed or delivered to:

To the District:

Metropolitan Water District of  
Salt Lake & Sandy  
ATTN: General Manager  
3430 East Danish Road  
Cottonwood Heights, UT 84093

To Landowners:

Richard and Deana Wilkinson, Trustees of  
the Richard and Deana Wilkinson  
Revocable Trust, or current resident  
8777 S Falcon Heights Lane  
Cottonwood Heights, UT 84093

**7. General.**

(a) Specific Performance. The parties are entitled to the remedies of specific performance and/or injunctive relief for any breach of this Agreement that is not cured after notice of breach that is reasonable under the circumstances.

(b) Changes in Writing. This Agreement and any of its terms may only be modified, waived, or terminated by a written instrument properly executed by both parties.

(c) Authority. Persons signing this Agreement on behalf of any entity represent and warrant that they have full authority to enter into this Agreement for and on behalf of the entity for which they are signing. Landowners represent and warrant that they are the only owners of the Parcel, that no other person or entity claims any ownership interest in or to the Parcel, that they are duly authorized and empowered to sign this Agreement as it impacts the Parcel, and that no signature of any other person or entity is necessary to make this Agreement fully effective.

(d) Agreement binding on successors and assigns. The rights and obligations of this Agreement shall run to the benefit of, and be binding upon, the successors and assigns of the parties. In particular, all rights and obligations of Landowners under this Agreement shall run with the Parcel and any portion thereof.

(e) Delay in Asserting Rights Will Not Constitute a Waiver. No delay of either party in asserting rights under this Agreement will constitute a waiver in whole or in part.

(f) No Impact to the Rights of Thirds Parties, if Any. Nothing in this Agreement is intended to, or should be interpreted to, affect the existing rights of third parties, if any, relating to the Parcel.

(g) No Intended Third Party Beneficiaries. Nothing in this Agreement is intended to benefit third parties or give them any interests, rights, claims, or causes of action.

(h) Entire Agreement. This Agreement contains the entire agreement of the parties regarding the Easement as it may impact the Parcel, and this Agreement supersedes all prior agreements, negotiations, and understandings between the parties regarding that topic.

(i) Existing SLA Easement. Any existing SLA easement that may impact the Parcel is not intended to be modified in any respect.

(j) Counterparts. This Agreement may be executed in counterparts.

**DISTRICT:**

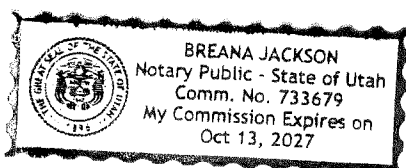
DATED this 25<sup>th</sup> day of March, 2024.

METROPOLITAN WATER DISTRICT  
OF SALT LAKE & SANDY

By: *Annalee Munsey*  
Annalee Munsey  
General Manager

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

On the 25<sup>th</sup> day of March, 2024, Annalee Munsey personally appeared before me, 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 is duly authorized to sign the foregoing Easement Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy and that she signed the same on behalf of the Metropolitan Water District of Salt Lake & Sandy.



*Breana Jackson*  
NOTARY PUBLIC

LANDOWNERS:

DATED this 22 day of March, 2024.

By: R. H. Wilkinson  
Richard H Wilkinson, individually and as Trustee of  
the Richard and Deana Wilkinson Revocable Trust,  
dated September 22, 2020

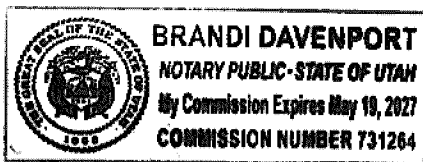
DATED this 22 day of March, 2024.

By: Deana A. Wilkinson  
Deana A Wilkinson, individually and as Trustee of  
the Richard and Deana Wilkinson Revocable Trust,  
dated September 22, 2020

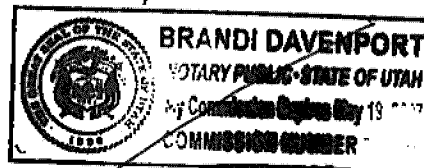
STATE OF UTAH )  
COUNTY OF SALT LAKE ) : ss.

On the 22 day of March, 2024, Richard H Wilkinson and Deana A Wilkinson personally appeared before me, and having been first duly sworn by me acknowledged that they are the duly authorized Trustees of the Richard and Deana Wilkinson Revocable Trust dated September 20, 2020, the Landowners in the above Easement Agreement, and that they executed the same on behalf of themselves and the Richard and Deana Wilkinson Revocable Trust dated September 20, 2020.

Brandi Davenport  
NOTARY PUBLIC



Exp May 19, 2027  
#731264



**EXHIBIT A**  
**(Easement)**

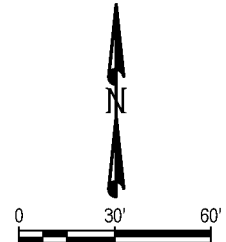


N. 1/4 COR. SEC. 2  
T.3S. R.1E. SLB&M  
FND. BRASS CAP

NE COR. SEC. 2  
T.3S. R.1E. SLB&M  
FND. BRASS CAP

N89°40'09"W 2638.87'

1108.77'



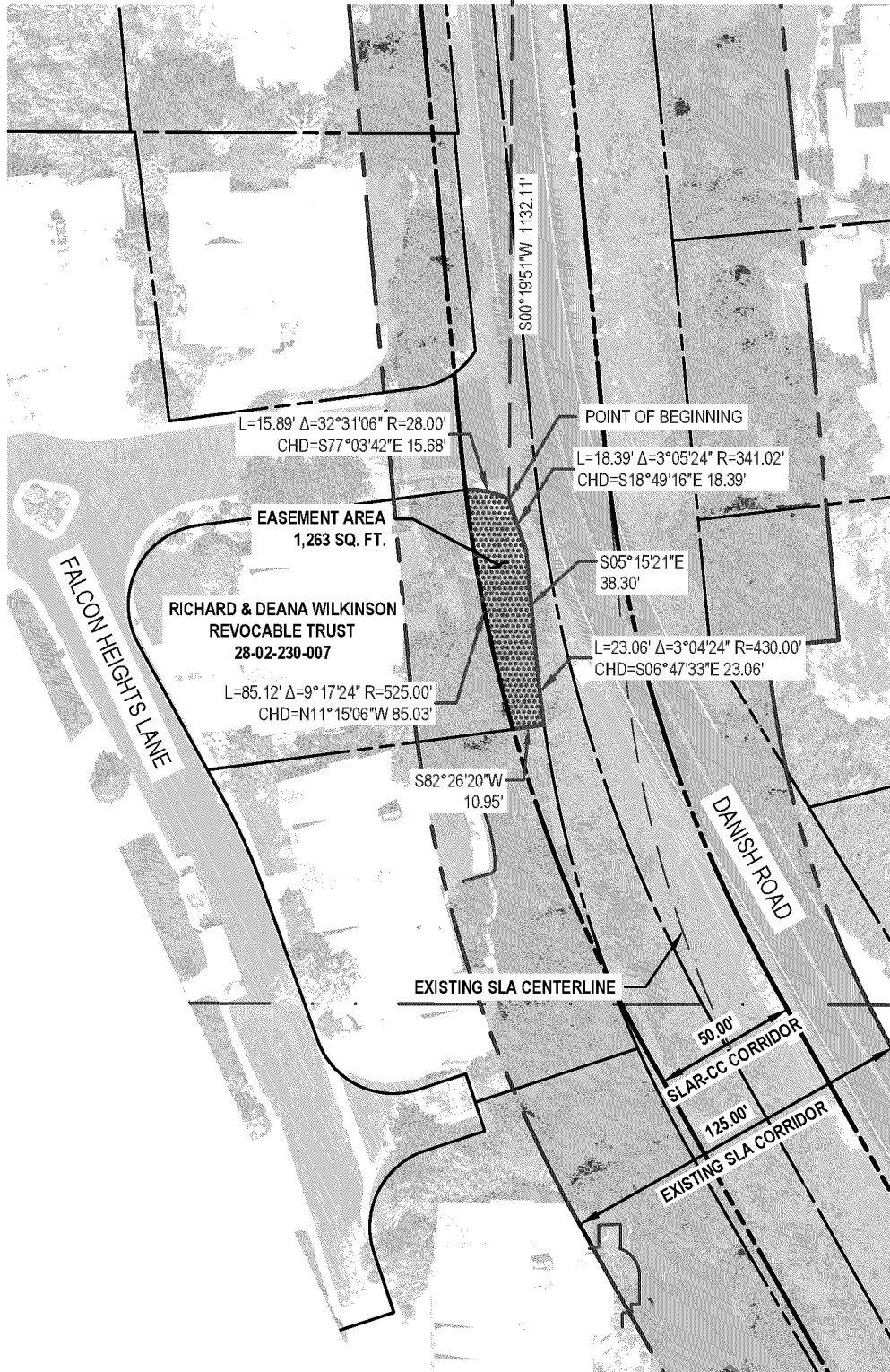
#### EASEMENT DESCRIPTION

A PORTION OF A FIFTY FOOT WIDE PERPETUAL EASEMENT FOR A WATERLINE LYING WITHIN THE EXISTING METROPOLITAN WATER DISTRICT OF SALT LAKE AND SANDY AQUEDUCT EASEMENT AND BEING A PORTION OF THE RICHARD AND DEANA WILKINSON REVOCABLE TRUST (GRANTORS) PROPERTY, APN 28-02-230-007, LOCATED WITHIN LOT 8, FALCON COVE PUD, FILE NO. 2004P-389, SALT LAKE COUNTY RECORDS, IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE GRANTORS' PROPERTY, WHICH POINT LIES NORTH 89°40'09" WEST ALONG THE SECTION LINE 1108.77 FEET AND SOUTH 00°19'51" WEST 1132.11 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 2, SAID POINT BEING A POINT OF CURVE OF A 341.02 FOOT RADIUS CURVE TO THE LEFT; AND RUNNING THENCE ALONG THE EASTERLY LINE OF SAID GRANTORS' PROPERTY THE FOLLOWING (3) THREE COURSES: 1) ALONG THE ARC OF SAID CURVE 18.39 FEET THROUGH A CENTRAL ANGLE OF 03°05'24" (CHORD BEARS SOUTH 18°49'16" EAST 18.39 FEET); 2) THENCE SOUTH 05°15'21" EAST 38.30 FEET TO A POINT OF CURVE OF A 430.00 FOOT RADIUS TANGENT CURVE TO THE LEFT; 3) THENCE 23.06 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'24" (CHORD BEARS SOUTH 06°47'33" EAST 23.06 FEET) TO A POINT ON THE SOUTHERLY LINE OF GRANTORS' PROPERTY; THENCE ALONG SAID SOUTHERLY LINE SOUTH 82°26'20" WEST 10.95 FEET TO A POINT OF CURVE OF A 525.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE 85.12 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°17'24" (CHORD BEARS NORTH 11°15'06" WEST 85.03 FEET) TO A POINT ON THE NORTHERLY LINE OF THE GRANTORS' PROPERTY AND POINT OF CURVE OF A 28.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE 15.89 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°31'06" (CHORD BEARS SOUTH 77°03'42" EAST 15.68 FEET) TO THE POINT OF BEGINNING.

CONTAINS 1,263 SQUARE FEET OR 0.029 ACRE, MORE OR LESS.

E. 1/4 COR. SEC. 2  
T.3S. R.1E. SLB&M  
FND. BRASS CAP



#### LEGEND

SLA	EXISTING SALT LAKE AQUEDUCT
SLAR-CC	NEW SALT LAKE AQUEDUCT REPLACEMENT - COTTONWOODS CONNECTION PIPELINE
---	PROPERTY BOUNDARY
---	SLA CORRIDOR
---	SLA APPROXIMATE CENTERLINE
---	SLAR-CC CORRIDOR
---	SLAR-CC APPROXIMATE CENTERLINE
---	REQUIRED PERMANENT EASEMENT
---	REQUIRED TEMPORARY EASEMENT (NOT APPLICABLE)
---	SLA REALIGNMENT

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY  
**SLAR-CC EASEMENT**  
APN 28-02-230-007  
RICHARD & DEANA WILKINSON REVOCABLE TRUST  
8777 SOUTH FALCON HEIGHTS LANE  
COTTONWOOD HEIGHTS, UTAH

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PROJECT NUMBER  
2022-0037  
SHEET  
1 OF 1  
SHEET NUMBER

**EXHIBIT A**