



W3239073

WHEN RECORDED MAIL TO:

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

E# 3239073 PG 1 OF 31
Leann H. Kilts, WEBER COUNTY RECORDER
01-Jun-22 0116 PM RECORDED AT WEBER COUNTY
\$40.00 PAID VIA CASH/CHECK/CREDIT CARD
REC FOR: WEBER COUNTY SUBMITTER ACCOUNT

[PARCEL ID #15-092-0014]

ENCROACHMENT AGREEMENT

This Encroachment Agreement is made as of _____, 2022, between the Jordan Valley Water Conservancy District, a Utah local district (“District”), and West Haven City, a municipality organized under the laws of the State of Utah (“City”).

RECITALS:

- A. The District holds an easement and right-of-way (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 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 one (1) eighteen inch (18") Class III RCP storm drain line, install new curbing, gutter, sidewalk and pavement for the purposes of expanding the width of 2900 South, a West Haven City right-of-way (referred to as the "Encroachment Improvements"), as shown on attached Exhibit B.

(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 C.

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 B, and in a manner satisfactory to the District.

4. (a) 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 District may, at its sole choice and discretion:

(i) Require the City to pay to the District the full amount of such additional expense upon submission to City of an itemized statement;

(ii) Remove any or 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; or

(iii) Require City to remove any or all of the Encroachment Improvements, at City's sole cost and expense, within 90 days of notice or such additional amount of time as District may determine is reasonable under the circumstances, 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.

(b) Except in case of emergency or other exigent circumstances, the District shall, prior to exercising its rights under subparagraph 4(a)(ii) or 4(a)(iii), notify the City at least thirty (30) days prior to any removal of Encroachment Improvements located underground and the District agrees to discuss with City possible solutions that are the least restrictive or costly to both parties to achieve both of their goals.

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

(i) 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; and

(ii) 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.

(b) City hereby acknowledges that it is accessing and using 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.

"District":

Jordan Valley Water Conservancy District

Dated: 5-20-2022

By: Barton A. Forsyth

Barton A. Forsyth
Its General Manager/CEO

"City":

West Haven City

Dated: May 16, 2022

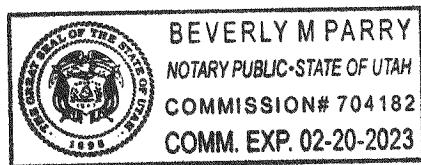
By: Bob Jandernoa

Its: Mayor

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

The foregoing instrument was acknowledged before me this 20th day of
May, 2022, by Barton A. Forsyth as General Manager/CEO of the
Jordan Valley Water Conservancy District.

Beverly M Parry
Notary Public



STATE OF UTAH)
:ss.
COUNTY OF Weber)

The foregoing instrument was acknowledged before me this 16th day of
May, 2022, by Rob Vanderwood as Mayor
of West Haven City.

Marilyn Cook
Notary Public

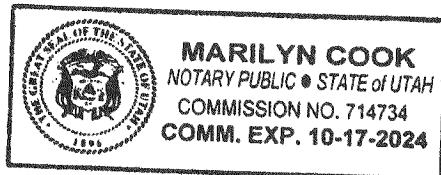


EXHIBIT A

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

The District's easement and right-of-way includes the following one (1) parcel of real property:

WC47:

A strip of land ninety feet (90') in width situated in Section 34, Township 6 North, Range 2 West, Salt Lake Base and Meridian, in Weber County, State of Utah, being more particularly described as follows:

BEGINNING on South property line at a point that is N 89°13'24" W 1228.36 feet from the Southeast corner of the Northeast Quarter of Section 34, from which corner the Northeast corner of Section 34 bears N 0°42'31" E 2654.41 feet (Basis of Bearing); thence N 89°12'39" W 90 feet along the South property line to a point on the West property line; thence N 0°47'21" E 990 feet along the West property line to a point on the North property line; thence S 89°12'39" E 90 feet along the North property line; thence S 0°47'21" West 990 feet to the point of beginning.

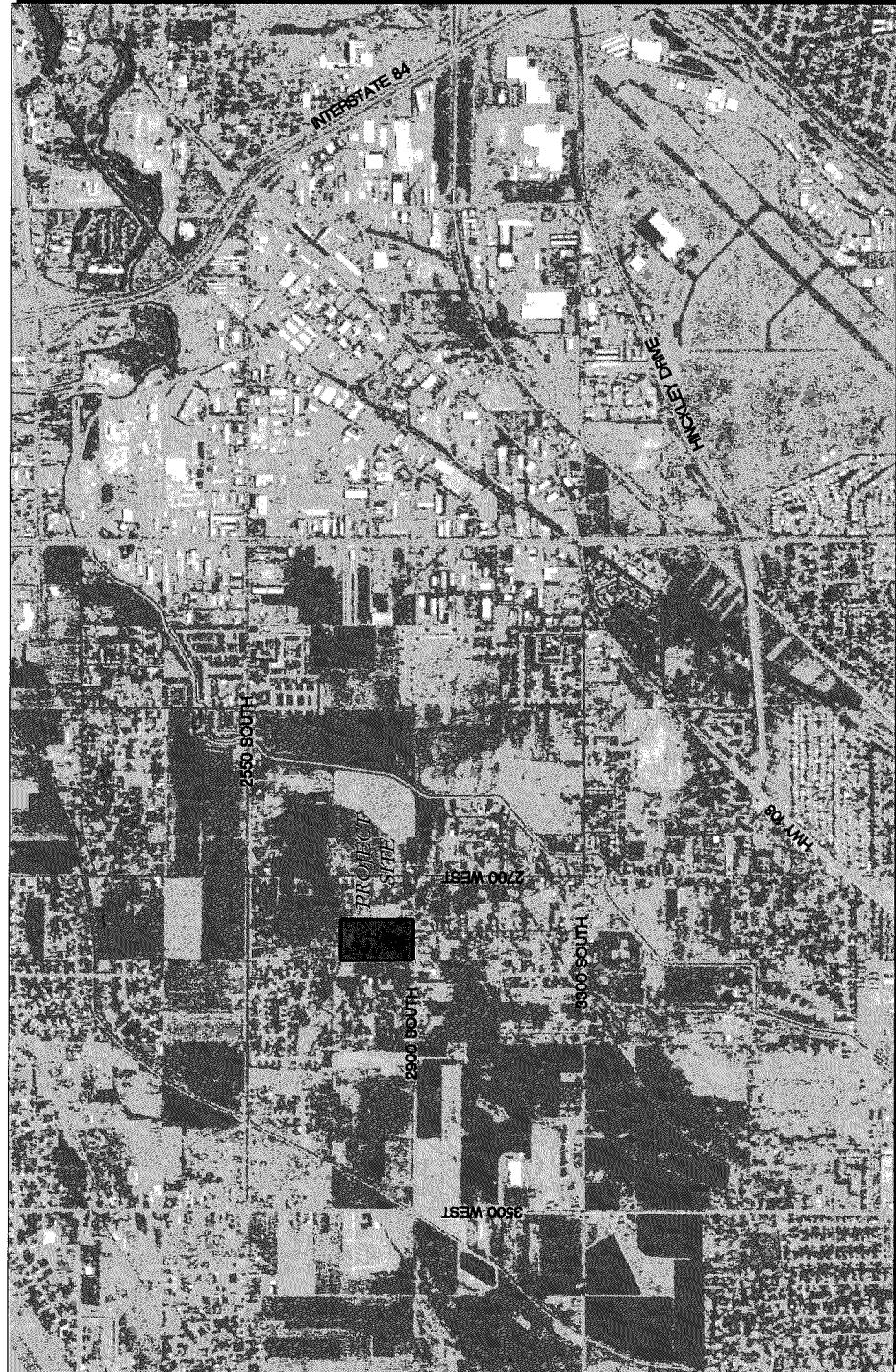
Contains 2.05 acres.

EXHIBIT B
ENCROACHMENT IMPROVEMENTS

COBBLE CREEK ESTATES

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 NORTH,
RANGE 2 WEST, SALT LAKE BASIN AND MERIDIAN
WEST HAVEN CITY, WEBER COUNTY, UTAH

JANUARY 2022



REVISION

COBBLE CREEK ESTATES

COVER SHEET

E# 3239073 PG 11 OF 31



DRAWING NOT TO SCALE
IF BASE USES HOT
WATER USE 1:1000
OR 1:5000

WEST HAVEN CITY, WEBER COUNTY, UTAH

MCA



DESIGN
PROJECT # 3239073
DATE: 1/12/22

SHEET:
C1

DRAWING INDEX	
COVER SHEET	SHEET NO:
GENERAL NOTES	C1
OVERALL GRADING PLAN	G1
OVERALL UTILITY PLAN	GPH
EROSION CONTROL PLAN	UT1
PLAN AND PROFILES	EC1
CROSS SECTIONS	PP1-PP7
DETAIL SHEET	CS1
SUBDIVISION PLAT	DT1-DT3

DEVELOPER:
WEST LEGACY CROSSINGS
1216 CENTERVILLE, UTAH 84014
801-335-8500

VICINITY MAP
SCALE: NTS

COBBLE CREEK ESTATES OVERALL UTILITY PLAN

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PG 13 OF 31



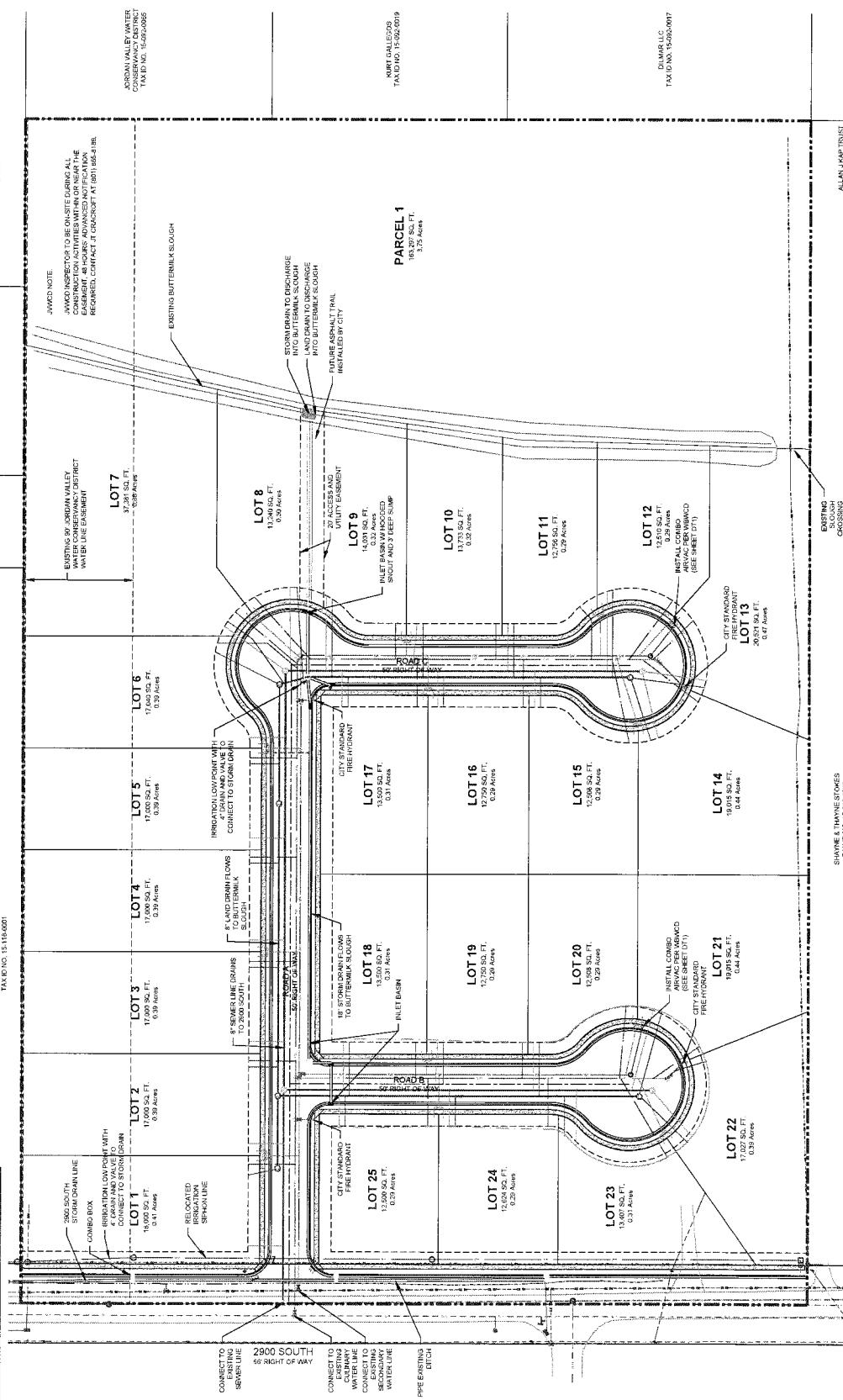
SHEET: 1/1

TWAMID NOTES
ALL CULINARY WATER FACILITIES SHALL MEET THE REQUIREMENTS OF THE TAYLOR/ANSTY WATER IMPROVEMENT DISTRICT THE DISTRICT'S STANDARD TWAMID PLANS AND SPECIFICATIONS ARE AVAILABLE BY CONTACTING THE DISTRICT AT 800-743-2100. THESE PLANS AND SPECIFICATIONS ARE TO BE MAILED AT LEAST 48 HOURS IN ADVANCE OF ANY PRE-CONSTRUCTION MEETING OR CONSTRUCTION ACTIVITY.

WBCD NOTES

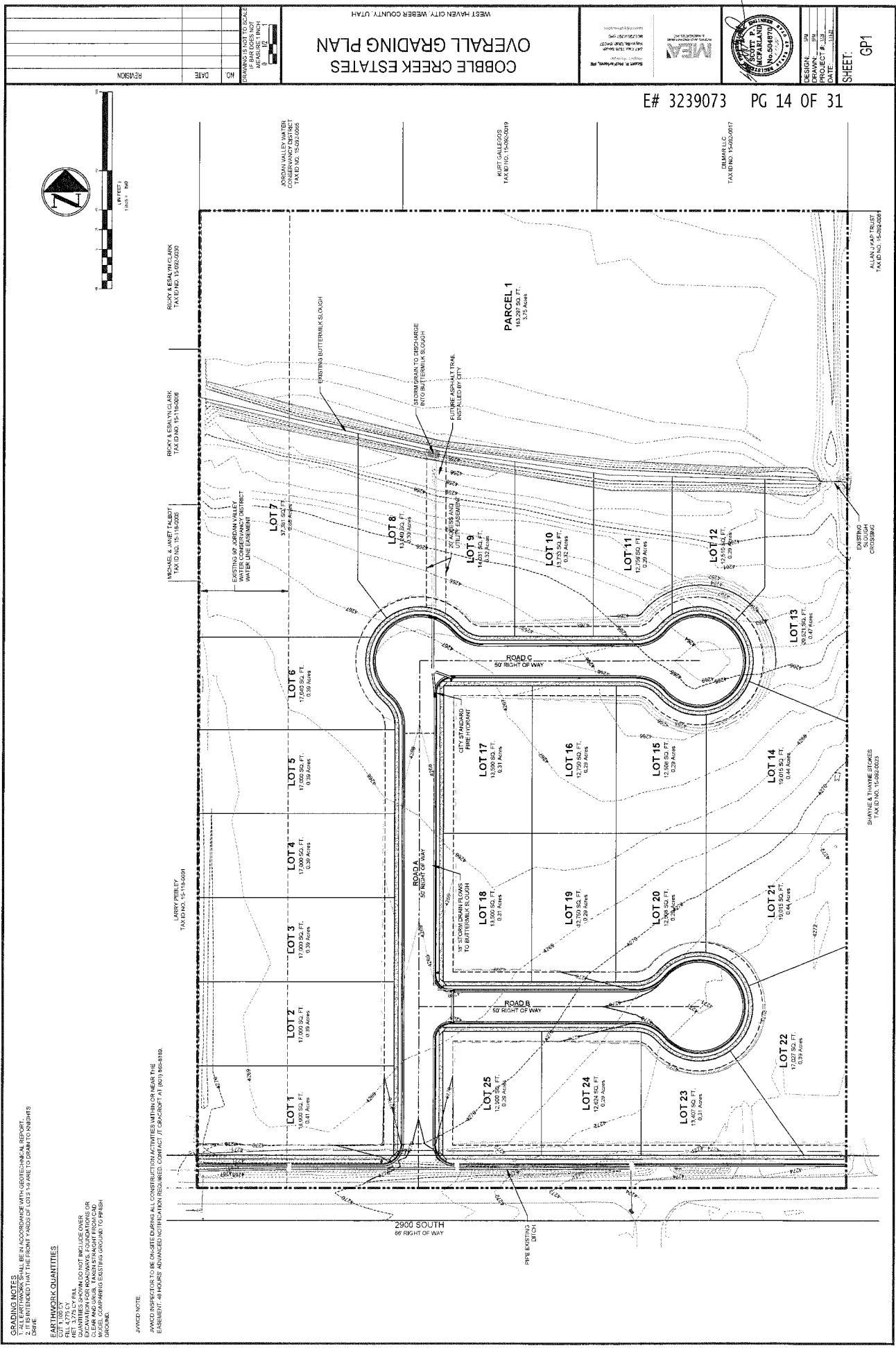
117

LEGEND



ALLAN J KAP TRUST
TAX ID NO. 15-002-0001

SHAYNE & THAYNE STOKES
TAX ID NO. 15-0942-0023

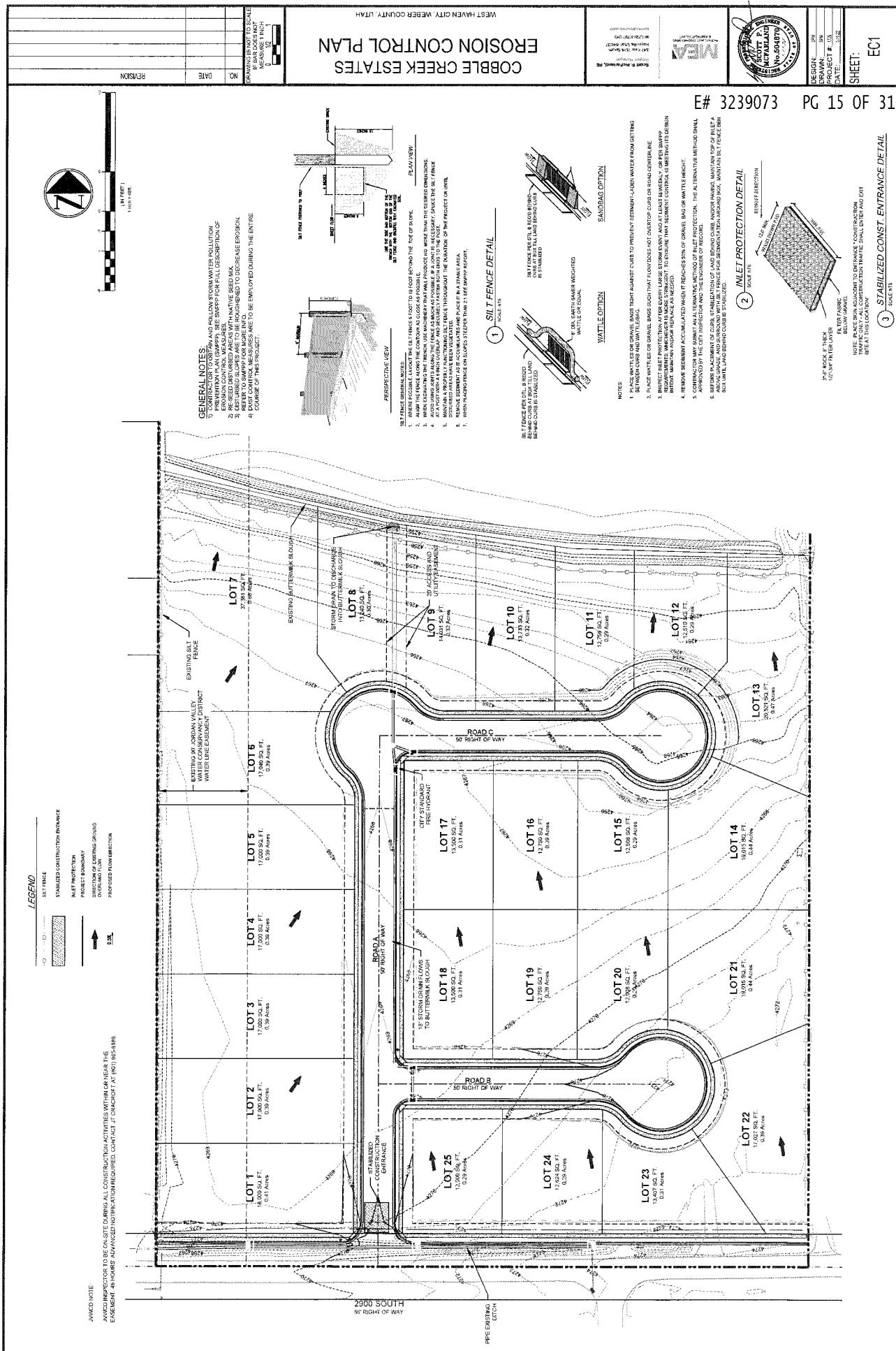


GRADING NOTES ALL EARTHWORK SHALL BE IN ACCORDANCE WITH GEOTECHNICAL REPORT.

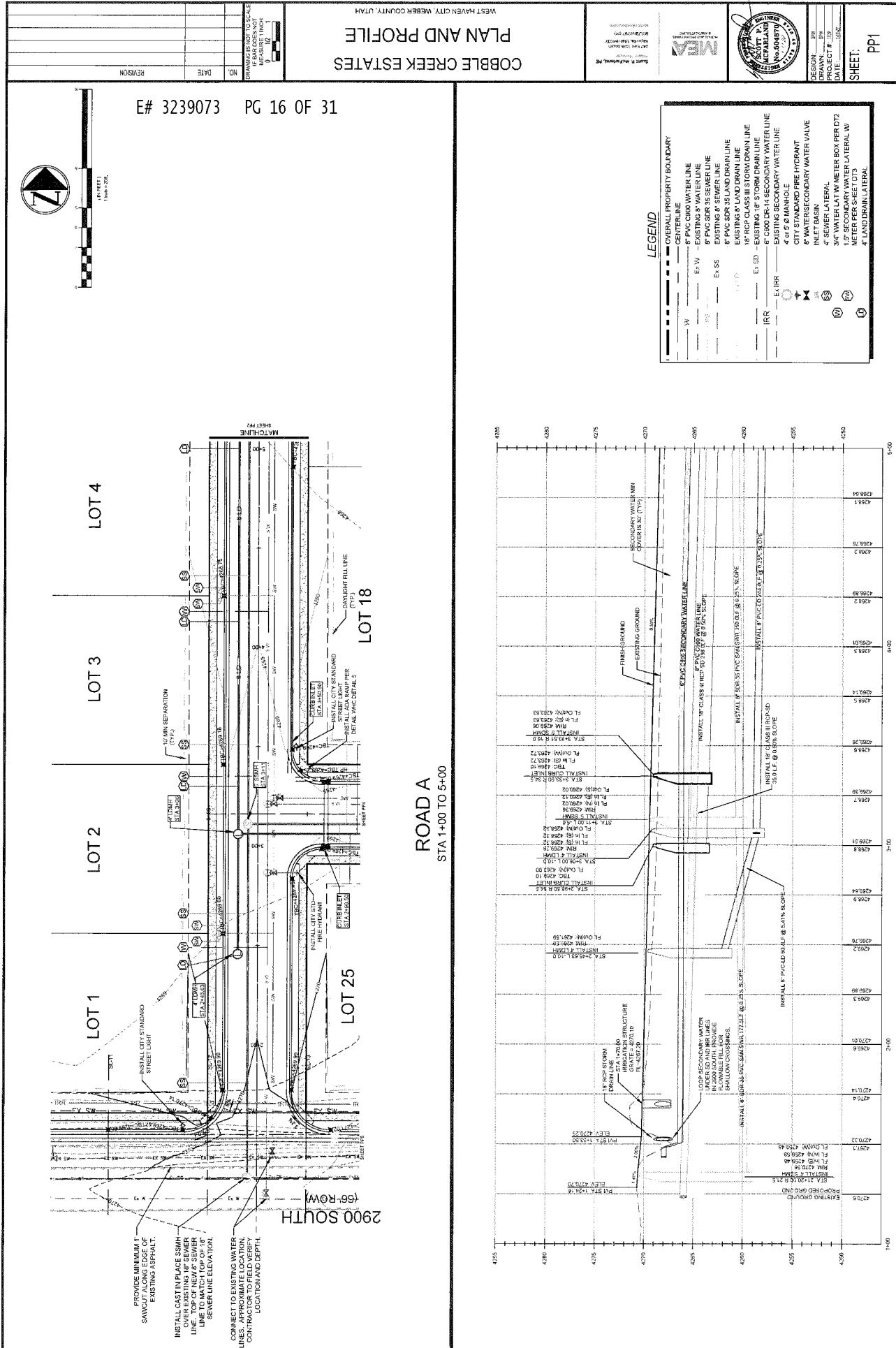
ARITHMETIC QUANTITIES

NOTICE: THE CIVIL ENGINEER IS RESPONSIBLE FOR DETERMINING THE APPROPRIATE EARTHWORK QUANTITIES SHOWN DO NOT INCLUDE OVER-EXCAVATION FOR ROADWAYS, FOUNDATIONS OR TRENCHES. EARTHWORK QUANTITIES SHOWN ARE BASED ON A 10' X 10' GRID. USE THESE QUANTITIES AS A GUIDE WHEN COMPARING EXISTING GROUND TO FINISH EARTHWORK QUANTITIES.

JOINED NOTE: UNARMED INSPECTOR TO BE ON-SITE DURING ALL CONSTRUCTION ACTIVITIES WITHIN OR NEAR THE PROPERTY AND ADVISED OF ANY UNPREDICTED CONTACT. IT IS REQUESTED THAT NO



**ADVANCED INSPECTOR TO BE ON SITE DURING ALL CONSTRUCTION ACTIVITIES WITHIN OR NEAR THE
EASEMENT. 48 HOURS ADVANCED NOTIFICATION REQUIRED. CONTACT JT GRACROFT AT (601) 865-6189.**



PLAN AND PROFILE

NC

10

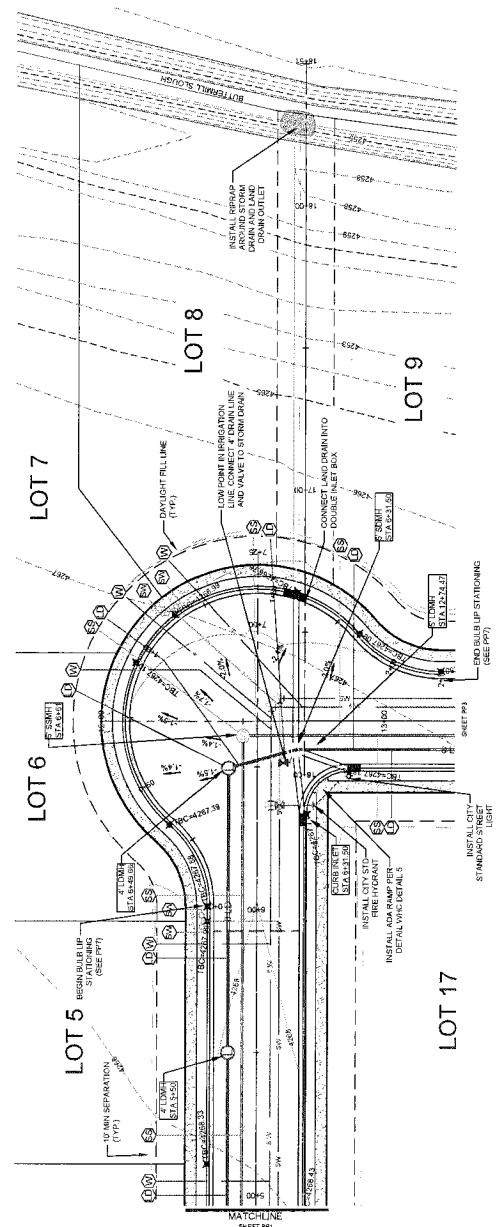
WEST HAVEN CITY, WEBER COUNTY, UTAH

第31回 | おまかせ

195
1955-1956
1956-1957

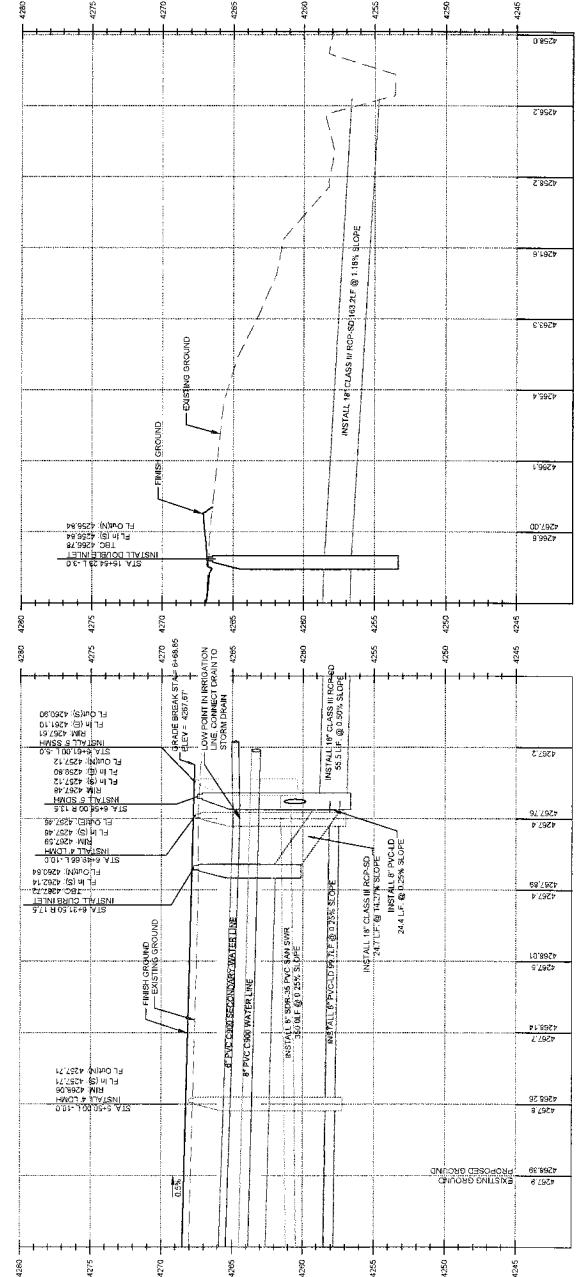


D

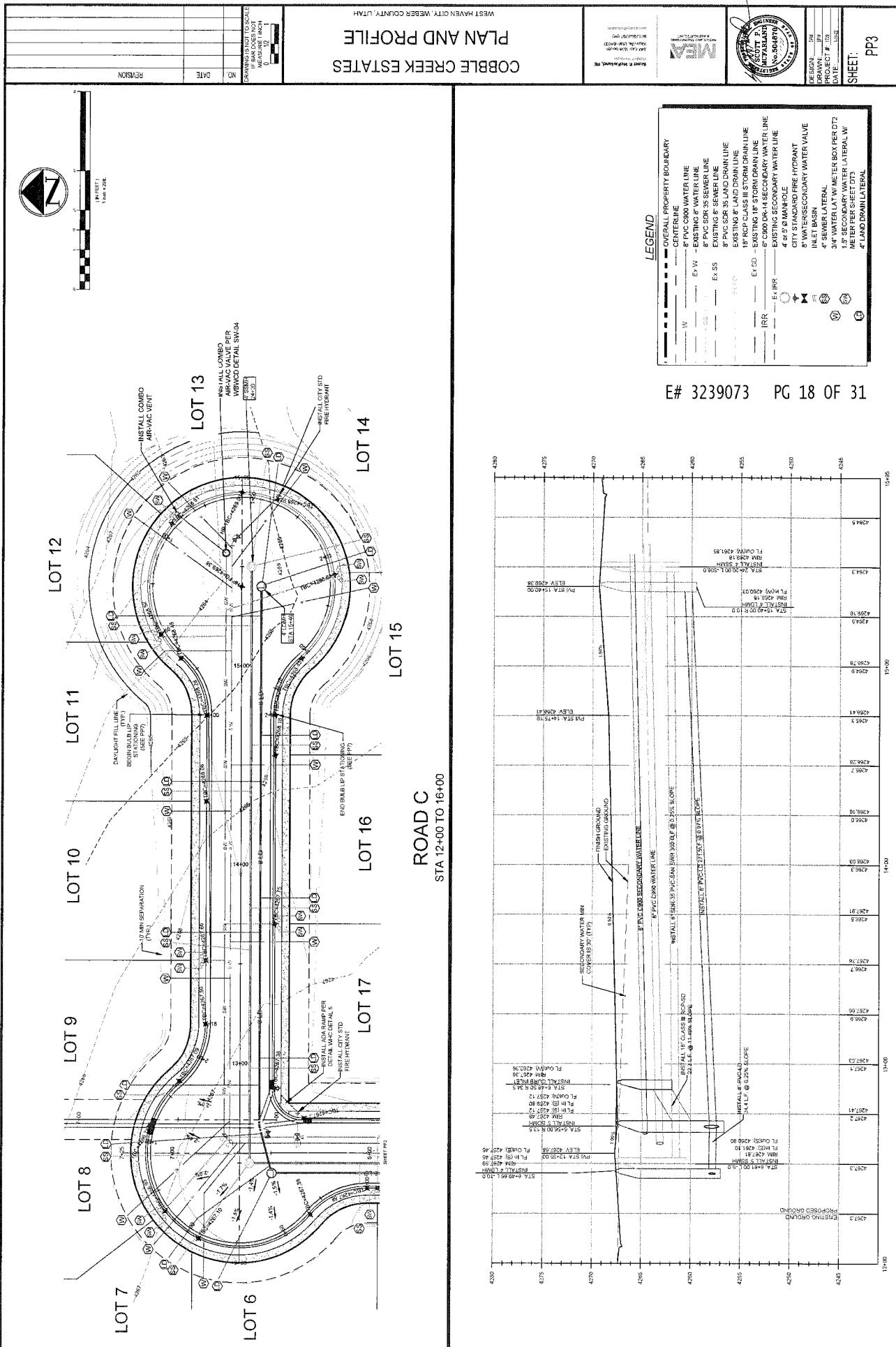


ROAD A
ITA 5+00 TO 7+00

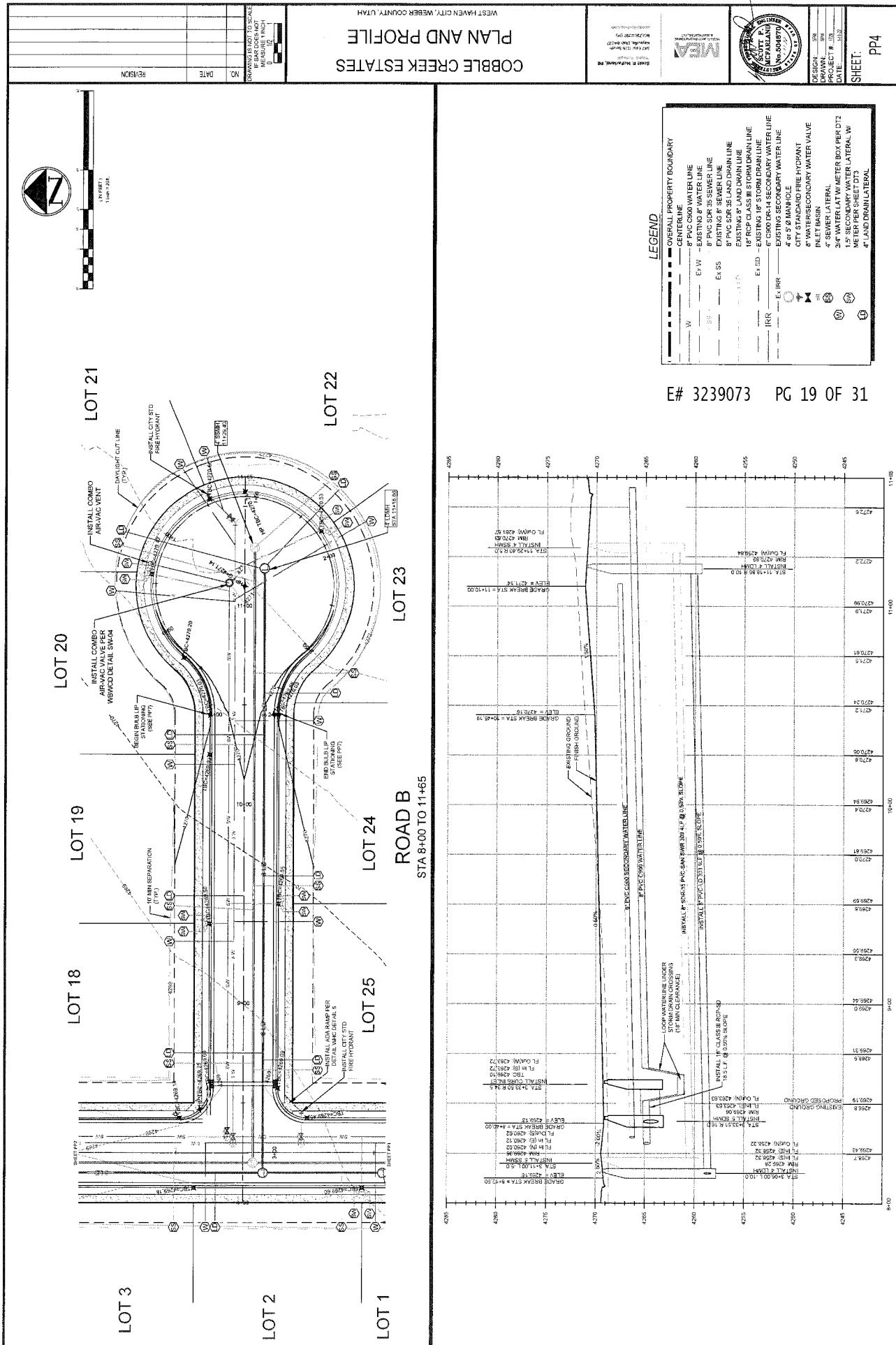
UTILITY OUTFALL
STA 16+50 TO 18+51



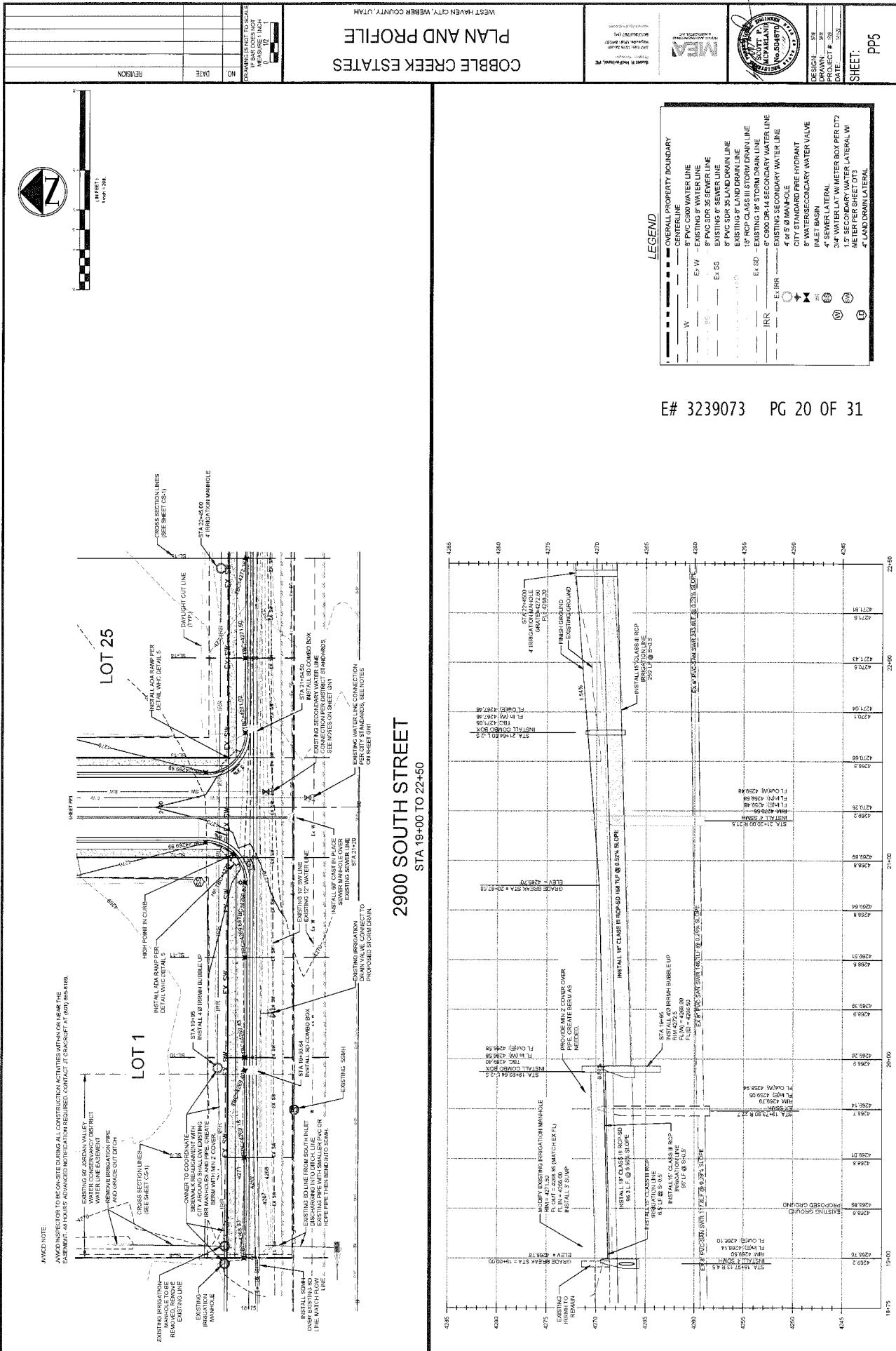
E# 3239073 PG 17 OF 31



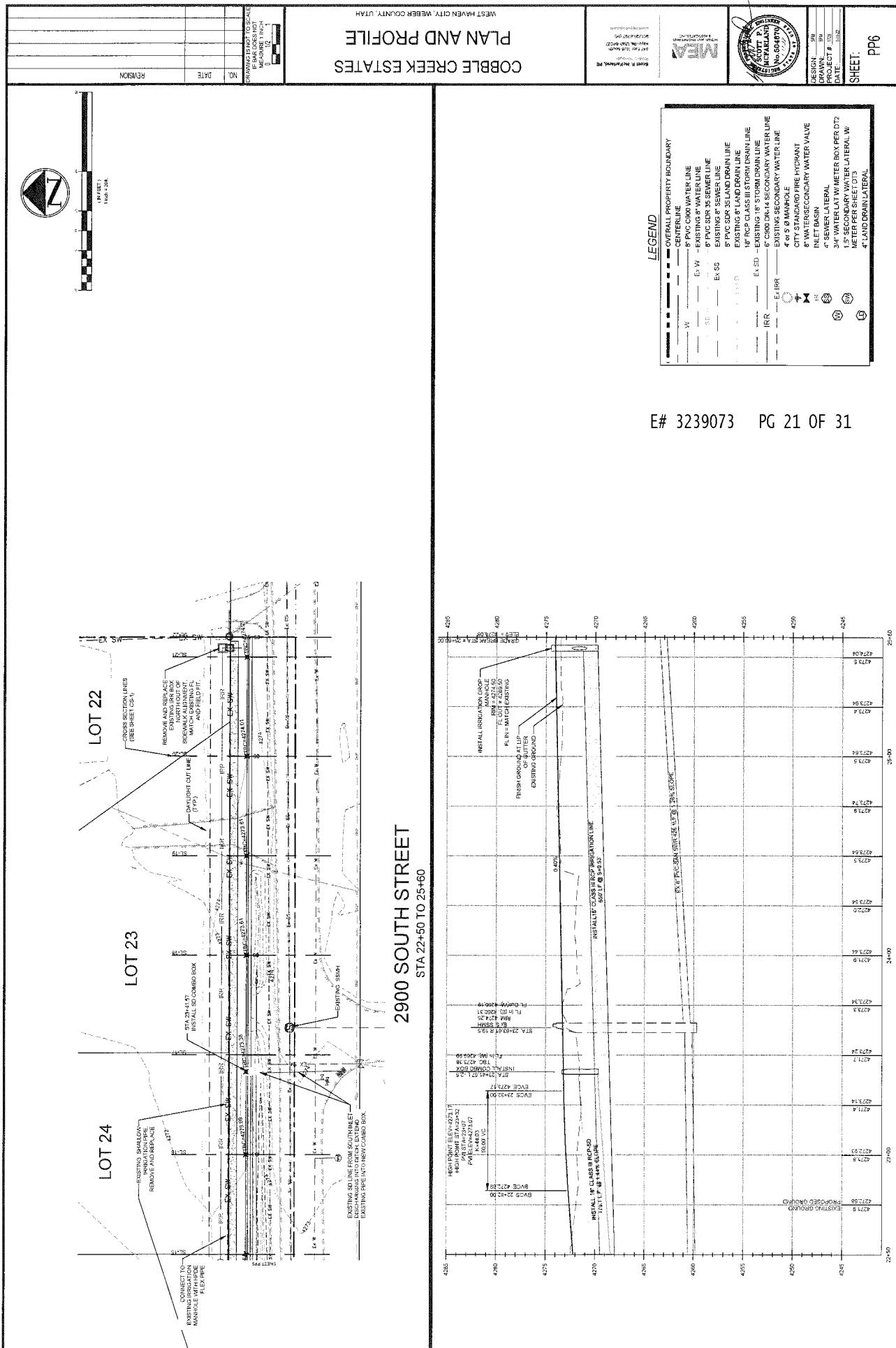
C:\Users\Seetha\Google Drive\1729 - West Haven Sub\00-Cards\00-Base\West Haven Design Base and Pricing Jan 11, 2022 - 3/07pm



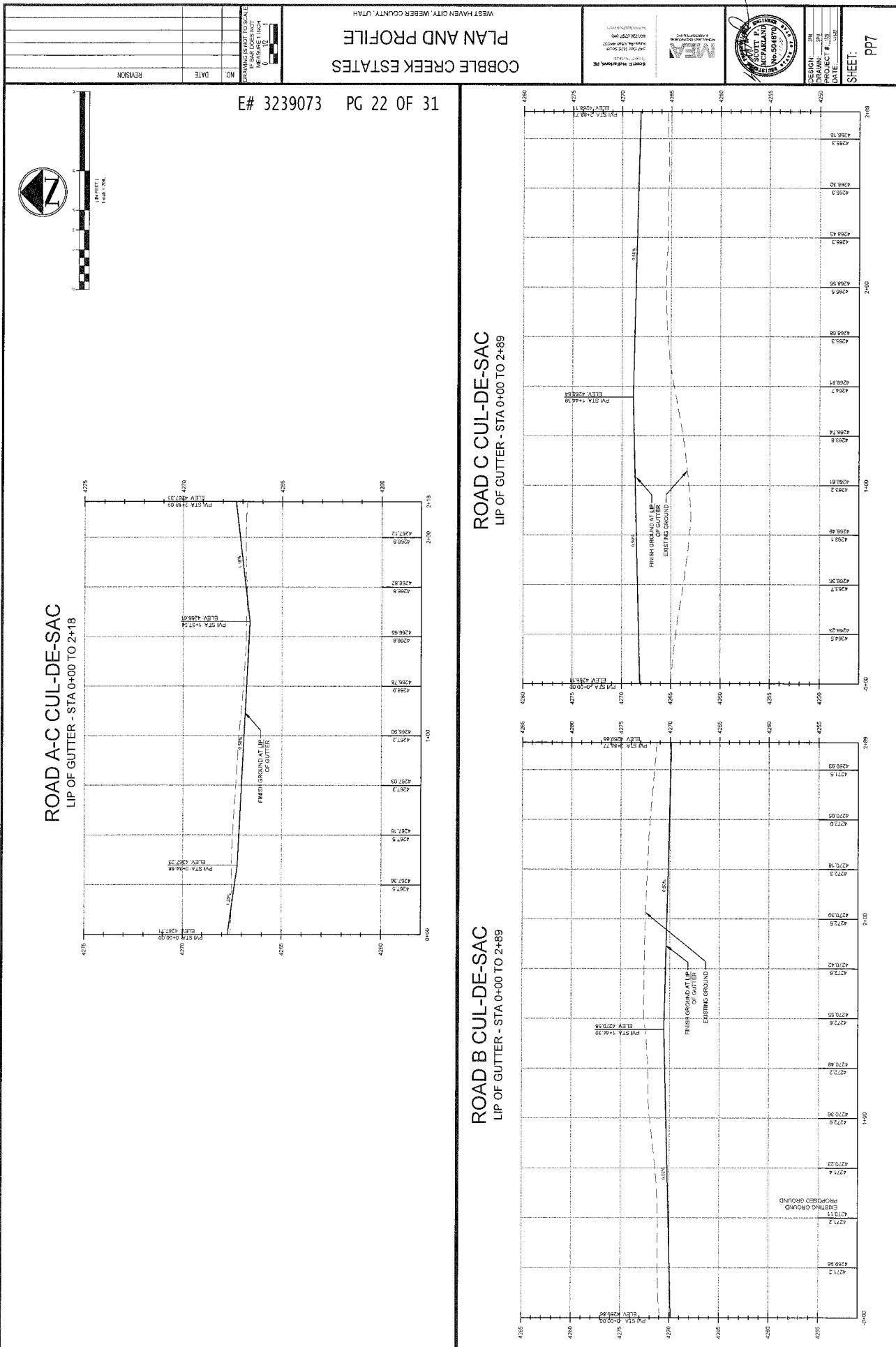
E# 3239073 PG 19 OF 31



JOVNEC NOTE:
JANITOR INSPECTOR TO BE ON-SITE DURING ALL CONSTRUCTION ACTIVITIES WITHIN OR NEAR THE
EASEMENT. 48 HOURS ADVANCED NOTIFICATION REQUIRED. CONTACT JT CRACROFT AT (801) 865-8189.



Users\Geert\Google Drive\729 - West Haven Site\100-Cede\00-Beech\West Haven Design Base and BPL design Jan 11, 2022 - 5:03pm



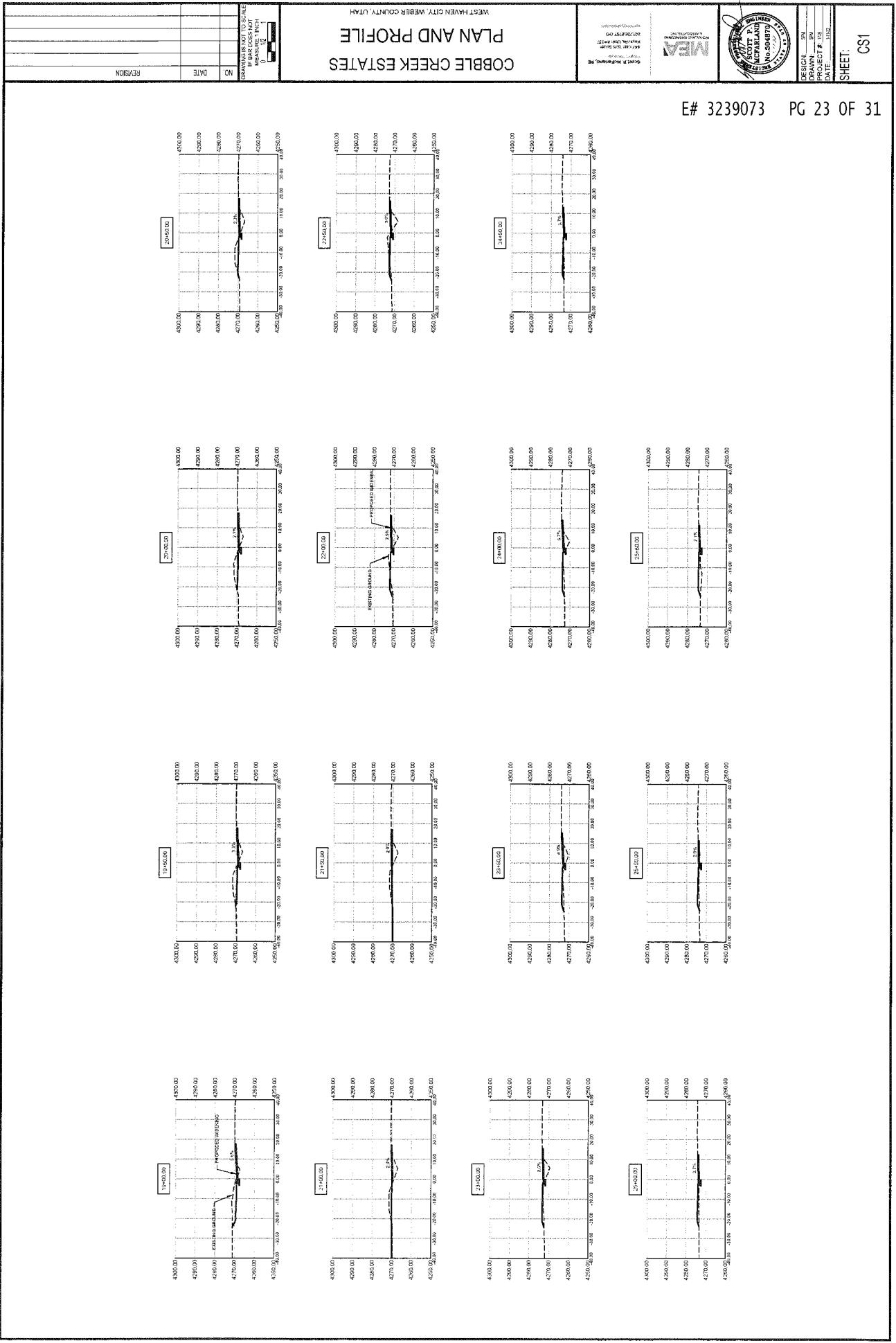
E# 3239073 PG 22 OF 31

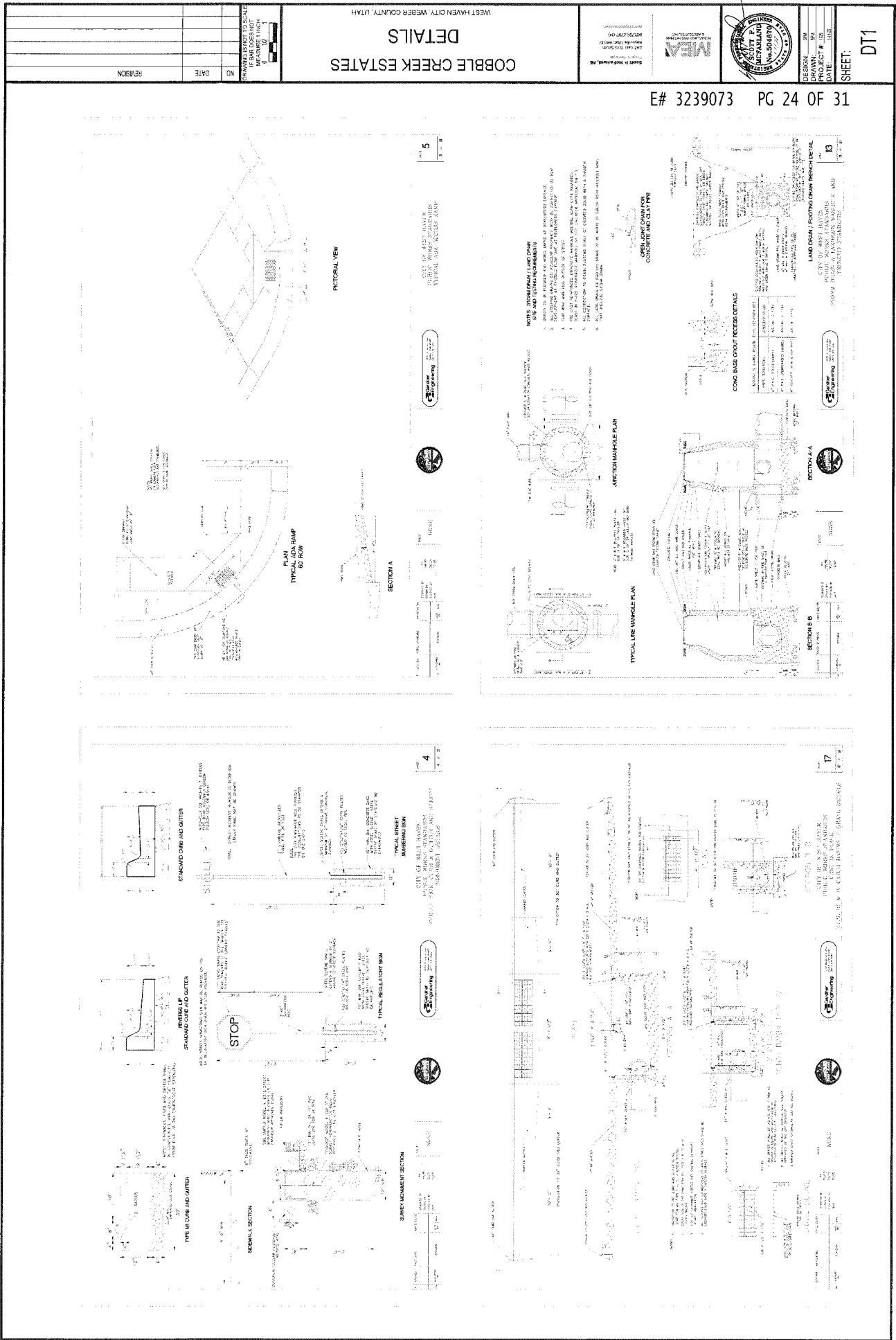
ROAD B CUL-DE-SAC
LIP OF GUTTER - STA 0+00 TO 2+89

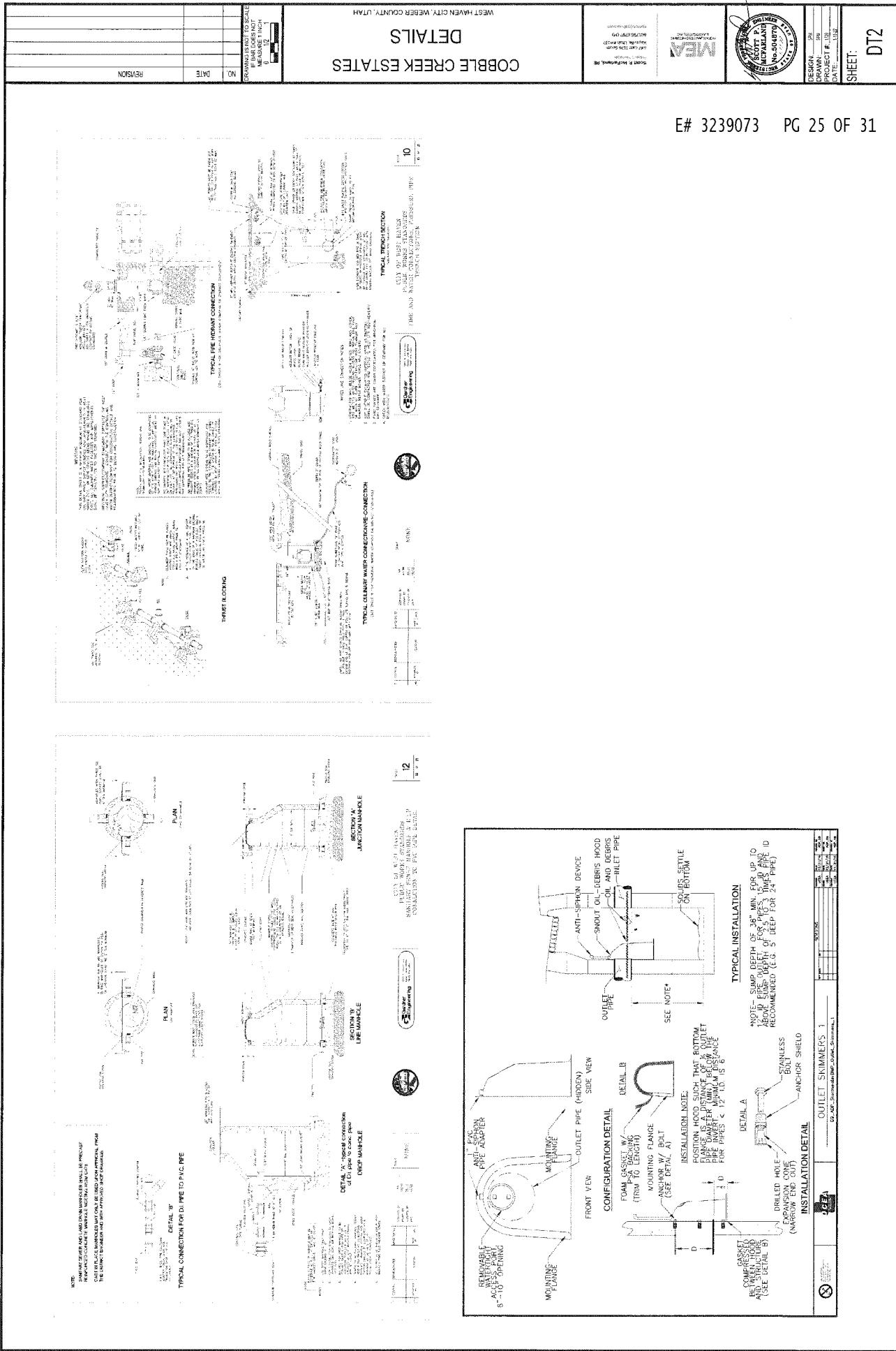
Detailed description: This profile starts at STA 0+00 with an elevation of 4295 ft and descends to 4270 ft at STA 2+89. A note indicates 'FINISH GROUND AT LIP OF GUTTER EXISTING GROUND' at STA 0+30.

C:\Users\Public\Documents\LMV\1722 - West Haven Site-DG-Cache\LMV-00\Sheet Metal\Depth Base and Profile.dwg 11.11.2022 2:09pm

SHEET:
PP7







C:\Users\SC01\Google Drive\1729 - West Haven SW\02-CADD\03-Plans\1729 COVSY AND DETAILS\dwg\jan 11, 2022 ~ 3107pm

EXHIBIT C

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.