



W3249131

WHEN RECORDED MAIL TO:

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

E# 3249131 PG 1 OF 31

LEANN H KILTS, WEBER CTY. RECORDER
04-AUG-22 340 PM FEE \$.00 DC
REC FOR: JORDAN VALLEY WATER

[PARCEL ID #15-092-0014]

ENCROACHMENT AGREEMENT

This Encroachment Agreement is made as of April 4, 2022, between the Jordan Valley Water Conservancy District, a Utah local district ("District"), and Henry Walker Development, LLC, a Utah limited liability company ("Company").

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 Company 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 Company, but only to this extent and for this purpose: The Company may remove a pre-existing irrigation pipe, grade, and install, operate, and maintain one (1) fifteen inch (15") Class III RCP irrigation line (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 Company 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 Company's encroachment on or across the District's Easement/Right-of-Way: (i) is suitable for the Company'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 Company shall comply with the District's Guidelines for Encroachment upon the Easement/Right-of-Way as set forth in attached Exhibit C.

3. The Company 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. The installation, construction, operation, maintenance, repair, replacement, and/or inspection of the District's structures, equipment, facilities, or pipelines located, or to be located, in the Easement/Right-of-Way will be made more difficult and expensive by reason of the Encroachment Improvements. Accordingly, the Company, (i) contemporaneously with the execution of this Agreement, shall pay to the District the amount of five thousand Dollars (\$ 5,000.00) as full payment for the additional expense to the District; and, (ii) hereby authorizes the District, at its expense, to remove the Encroachment Improvements, if necessary, during construction and installation of the District's structures, equipment, facilities, or pipelines, and to replace any removed Encroachment Improvements following completion. The District hereby acknowledges receipt of full payment from the Company.

5. The Company shall construct and install the 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 Company 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 Company [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 Company 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 Company's risk and hazard and, without limiting the generality of the foregoing, the Company agrees that the District shall not be responsible for any harm, damage or injury that may be suffered or incurred by the Company, 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 Company 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 Company 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 Company's encroachment on the Easement/Right-of-Way.

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

(b) In the event of termination, the Company, 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 Company 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.

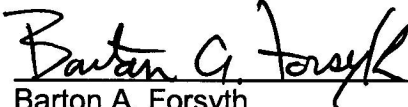
16. Any party may record this Agreement.

[SIGNATURE PAGE FOLLOWS]

"District":

Jordan Valley Water Conservancy District

Dated: 7-19-2022

By: 
Barton A. Forsyth
Its General Manager/CEO

"Company":

Henry Walker Development, LLC

Dated: 7/2/22

By: 
Chad Bessinger
Its Manager

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

The foregoing instrument was acknowledged before me this 19th day of July, 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 DAVIS)

The foregoing instrument was acknowledged before me this 7th day of July, 2022, by Chad Bessinger as Manager of Henry Walker Development, LLC.

Kaila Johnson
Notary Public

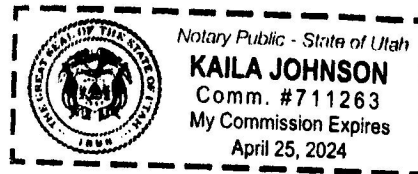


EXHIBIT A

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



VICINITY MAP
SCALE: NTS

COBBLE CREEK ESTATES

LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH,
RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
WEST HAVEN CITY, WEBER COUNTY, UTAH
JANUARY 2022



DRAWING TITLE	SHEET NO.
COVER SHEET	001
GENERAL NOTES	001
OVERALL GRADING PLAN	001
OVERALL UTILITY PLAN	001
EROSION CONTROL PLAN	001
PLAN AND PROFILES	001
CROSS SECTIONS	001
DETAIL SHEETS	001
BOUNDARY PLAT	001

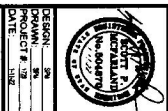
DEVELOPER:
J. FISHER COMPANIES
12116 WEST LEGACY CROSSING, SUITE 300
CENTERTOWN, UTAH 84014
801-558-9500

NO.	DATE	REVISION

COBBLE CREEK ESTATES COVER SHEET

WEST HAVEN CITY, WEBER COUNTY, UTAH

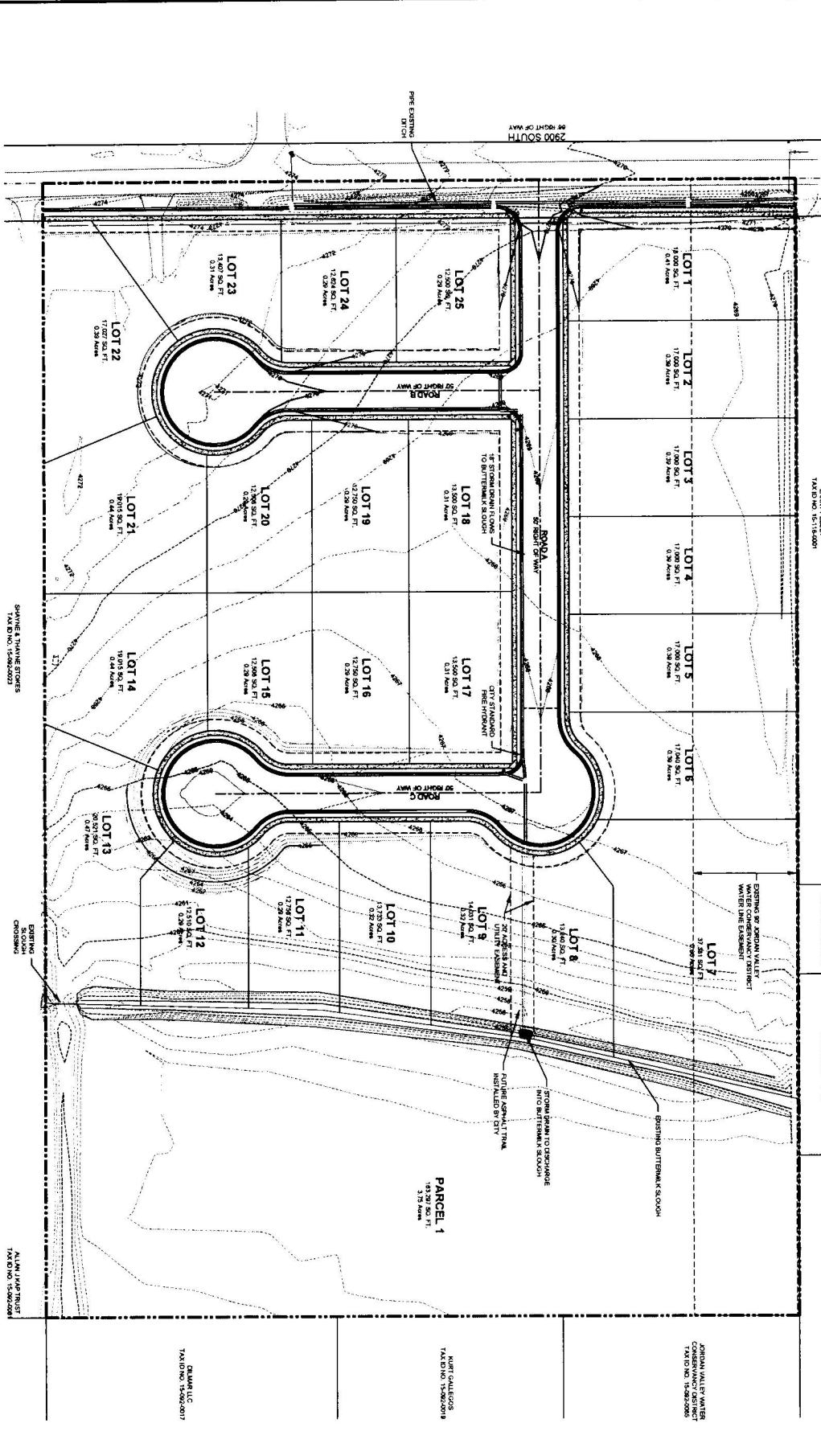
SHEET:
C1



MECA
MECA ENGINEERS ARCHITECTS
12345 MAIN STREET
WEST HAVEN, UT 84014
801-558-9500
www.meca-engineers.com

GRADING NOTES
 1. ALL EARTHWORK SHALL BE IN ACCORDANCE WITH GEOTECHNICAL REPORT
 2. ALL EARTHWORK SHALL BE IN ACCORDANCE WITH THE PROPOSED GRADING PLAN
 3. ALL EARTHWORK SHALL BE IN ACCORDANCE WITH THE PROPOSED GRADING PLAN
 4. ALL EARTHWORK SHALL BE IN ACCORDANCE WITH THE PROPOSED GRADING PLAN

EARTHWORK QUANTITIES
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SHARON TRAVEL STORES
 TAX ID NO. 158620023

EXISTING SLOUGH CROSSING

ALVIN HARDWARE
 TAX ID NO. 158620023

CHRYSLER LLC
 TAX ID NO. 158620017

NO. DATE REVISION

DESIGN: JRM
 DRAWN: JRM
 PROJECT: 158
 DATE: 1/11/22
 SHEET: GP1



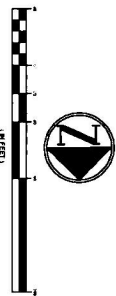
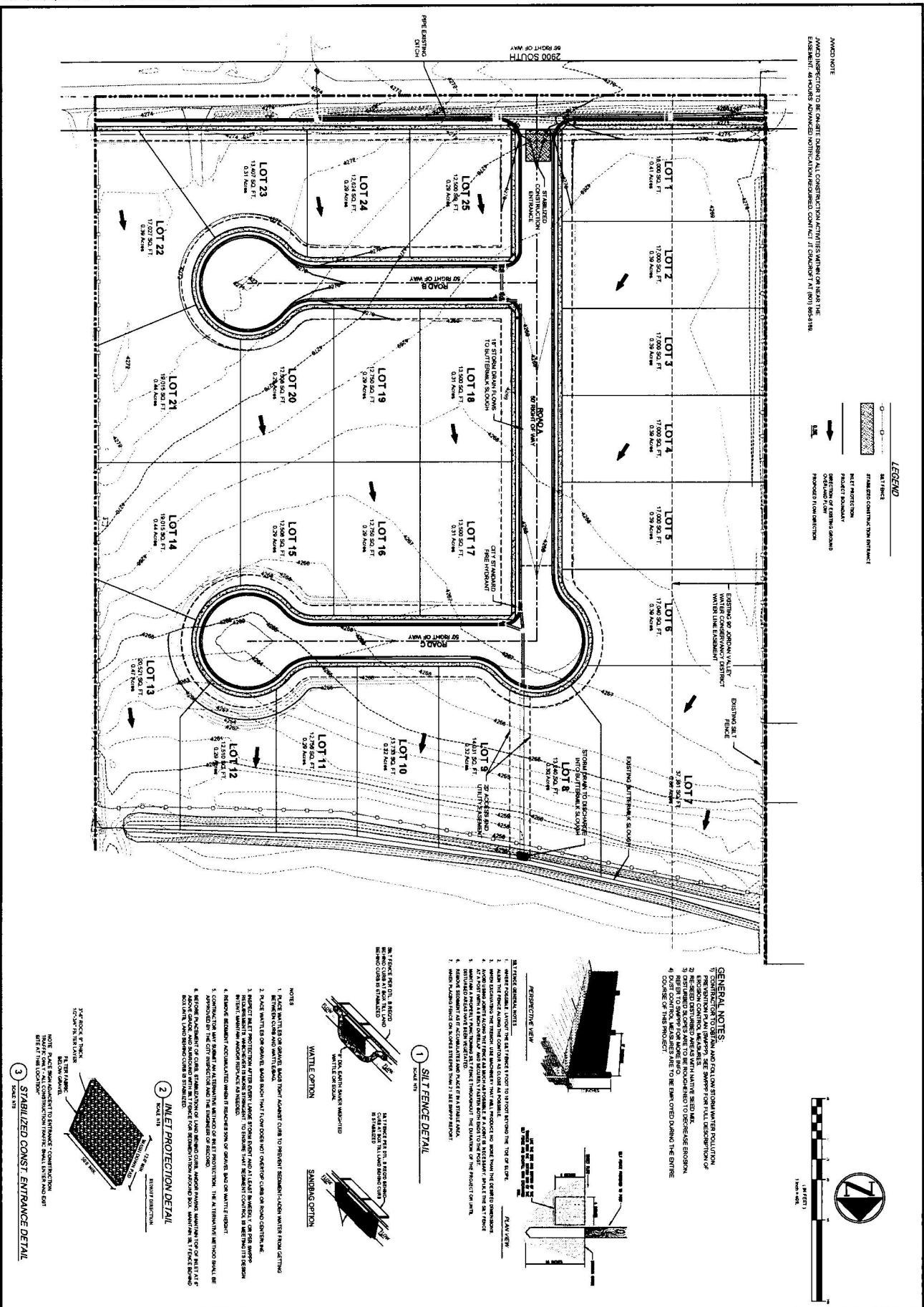
MEA
 Michael E. Anderson, PE
 No. 15862
 State of Utah
 Mechanical Engineering

COBBLE CREEK ESTATES OVERALL GRADING PLAN

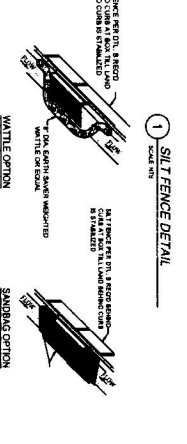
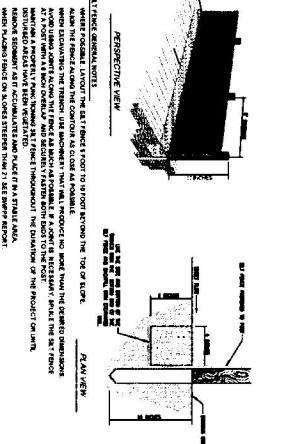
WEST HAVEN CITY, WEBER COUNTY, UTAH

CONTRACT NO. 158620023
 SHEET NO. 158620023

NO.	DATE	REVISION



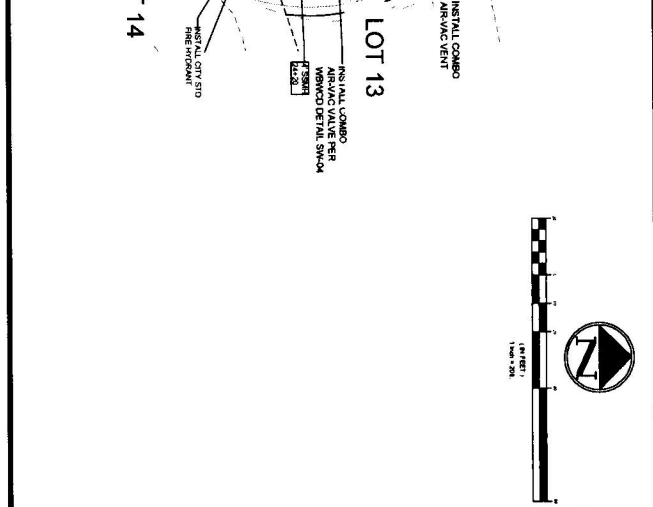
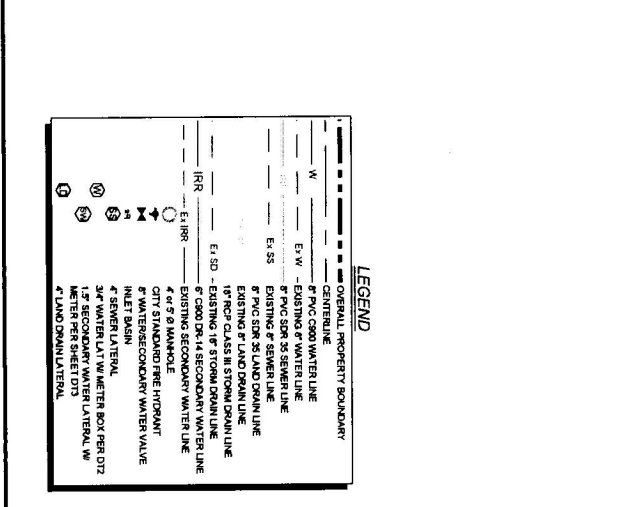
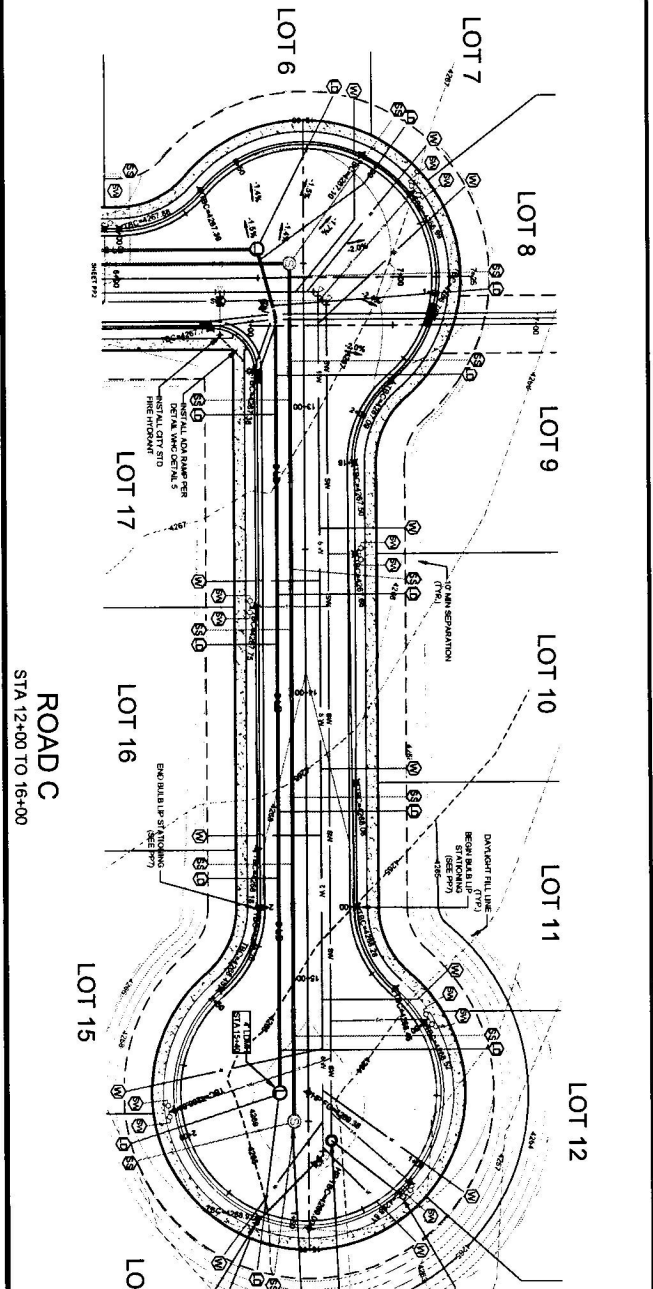
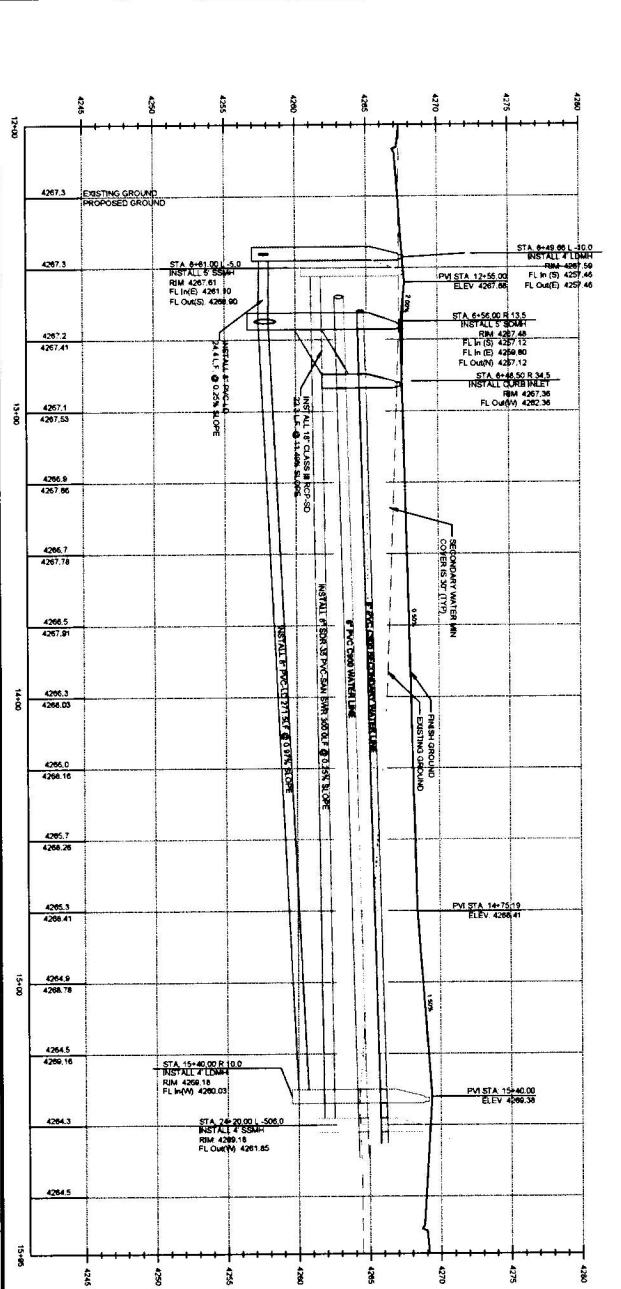
GENERAL NOTES:
 1. PREVENTION OF EROSION AND REDUCING STORMWATER POLLUTION.
 2. PREVENTION IN ALL WEATHERS. SEE SWMP FOR FULL DESCRIPTION OF
 3. RESTRICTIONS DURING AND AFTER CONSTRUCTION.
 4. DO NOT REMOVE OR DESTROY ANY EXISTING VEGETATION.
 5. DO NOT CONSTRUCT, MAINTAIN OR USE ANY EROSION CONTROL
 MEASURES OR STRUCTURES IN ANY MANNER THAT WOULD BE
 DANGEROUS TO THE PUBLIC OR CAUSE DAMAGE TO PROPERTY.



NOTES:

1. PLACE MATS ON GRAVEL SAND THAT FORMS CURB TO PREVENT SEDIMENT-LOADED WATER FROM CUTTING INTO CURB AND MATS.
2. PLACE MATS ON GRAVEL SAND SO THAT FLOW DOES NOT OVERFLOW CURB OR ROAD CENTERLINE.
3. MATS SHALL BE PROTECTED BY THE EXISTING CURB TO PREVENT DAMAGE TO CURB OR ROAD CENTERLINE.
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25. MATS SHALL BE PROTECTED BY THE EXISTING CURB TO PREVENT DAMAGE TO CURB OR ROAD CENTERLINE.

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	COBBLE CREEK ESTATES EROSION CONTROL PLAN WEST HAVEN CITY, WEBER COUNTY, UTAH	

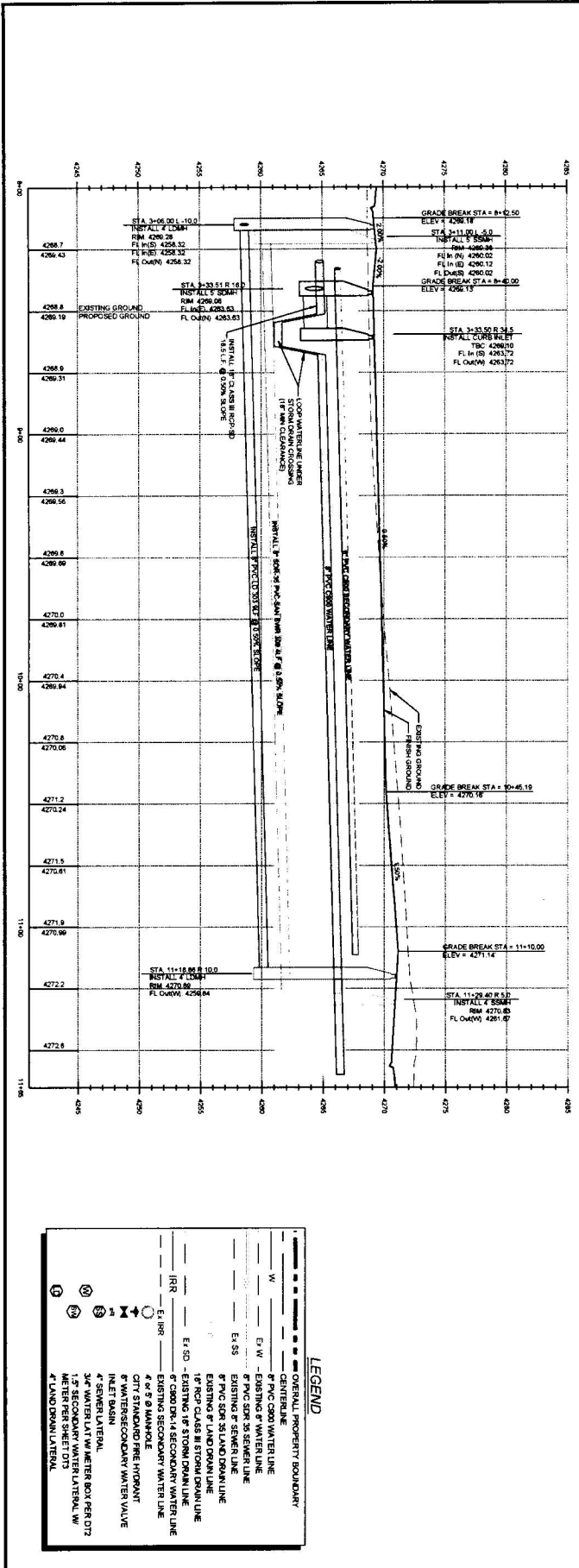


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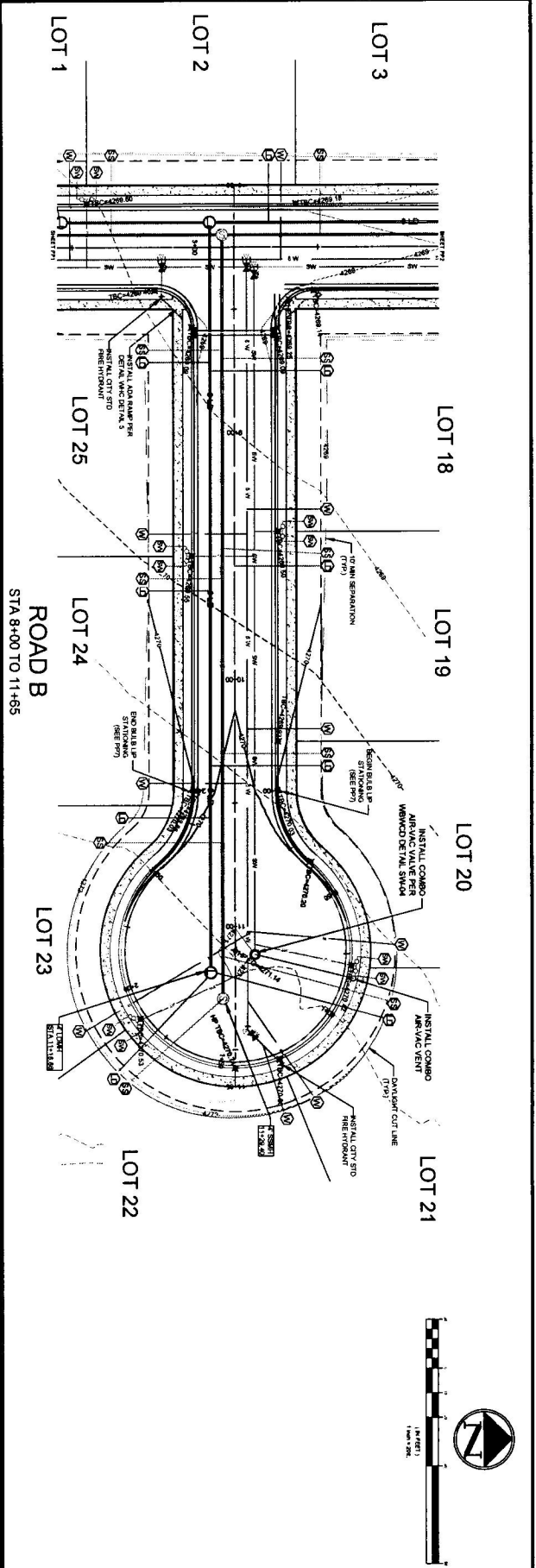
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COBBLE CREEK ESTATES
 PLAN AND PROFILE
 WEST HAVEN CITY, WEBER COUNTY, UTAH

NO.	DATE	REVISION



NO.	DATE	REVISION



MECA

MECA ENGINEERING & ARCHITECTURE

3000 S. 1000 E. SUITE 100

WEST HAVEN, UT 84414

TEL: 435-734-1100

WWW.MECAUT.COM

COBBLE CREEK ESTATES

PLAN AND PROFILE

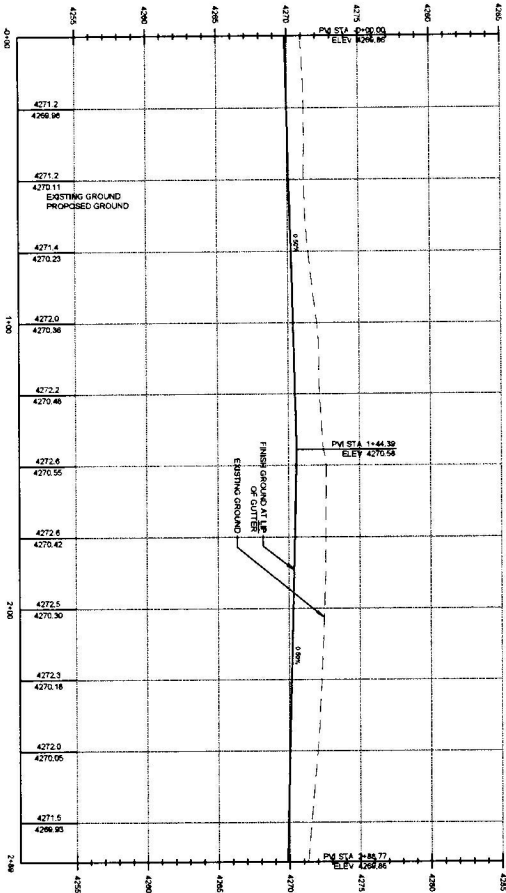
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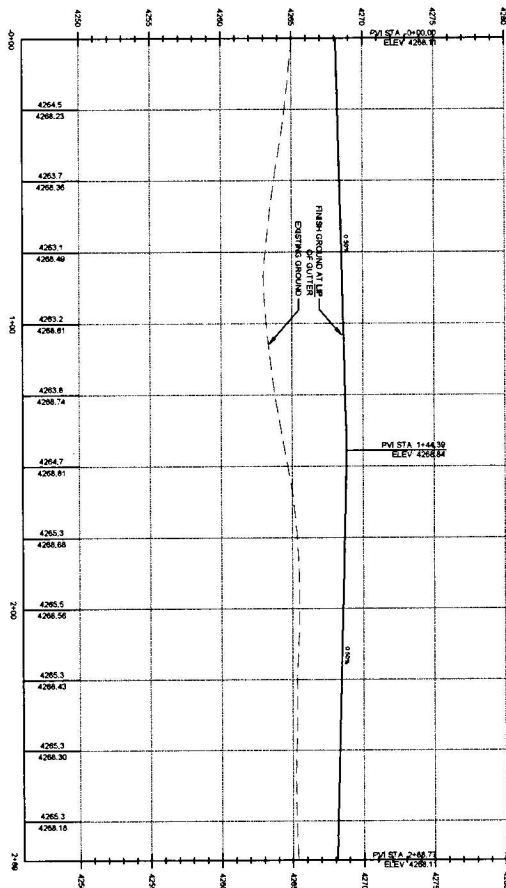
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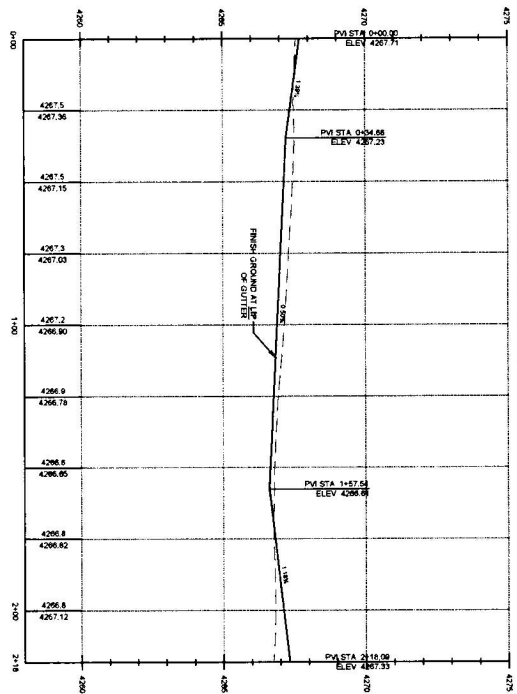
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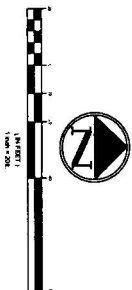
ROAD B CUL-DE-SAC
LIP OF GUTTER - STA 0+00 TO 2+89



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



ROAD A-C CUL-DE-SAC
LIP OF GUTTER - STA 0+00 TO 2+18



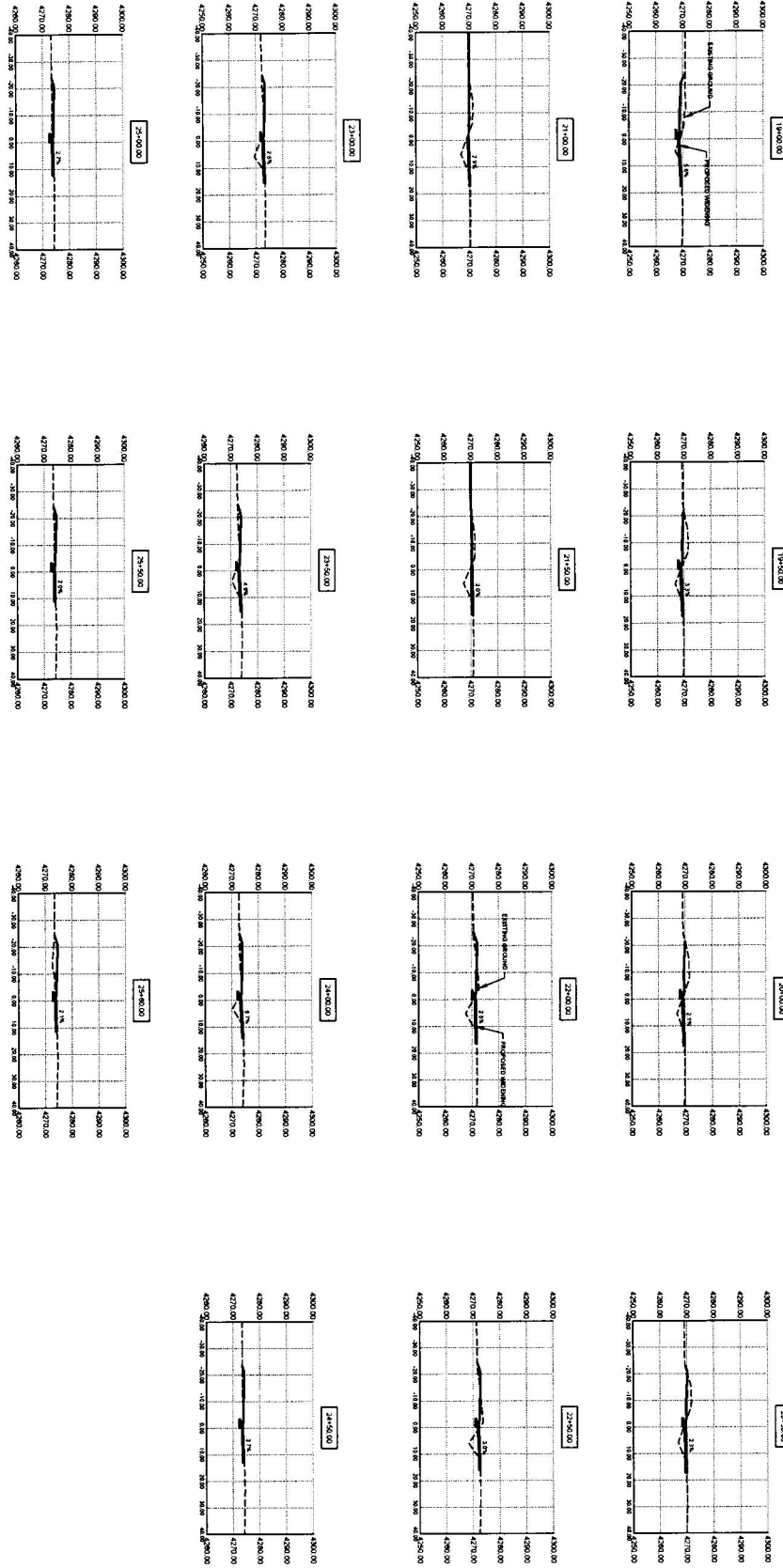
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 PROJECT: [Signature]
 DATE: [Signature]

MECA
 Mechanical Engineering & Construction Associates, Inc.
 444 East 12th South
 Salt Lake City, UT 84143
 801-467-7178
 www.meca-engineers.com

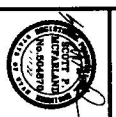
COBBLE CREEK ESTATES
PLAN AND PROFILE
 WEST HAVEN QTY, WEBER COUNTY, UTAH

NO.	DATE	REVISION

DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 MEASUREMENTS IN INCHES
 1" = 40'-0"



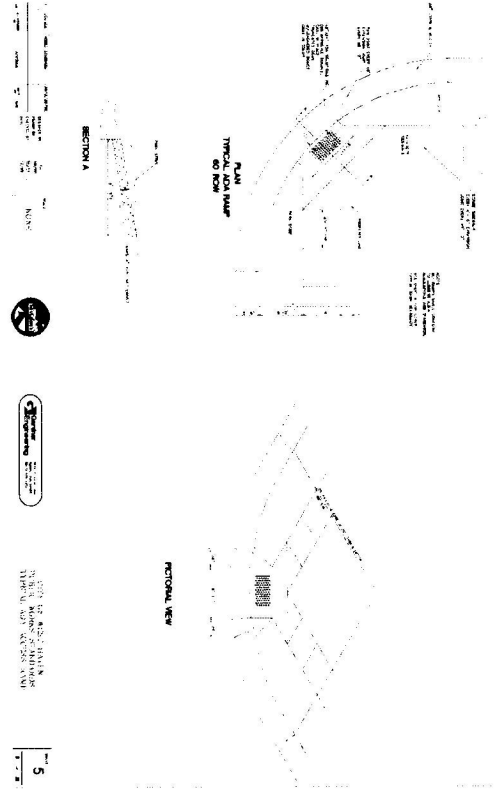
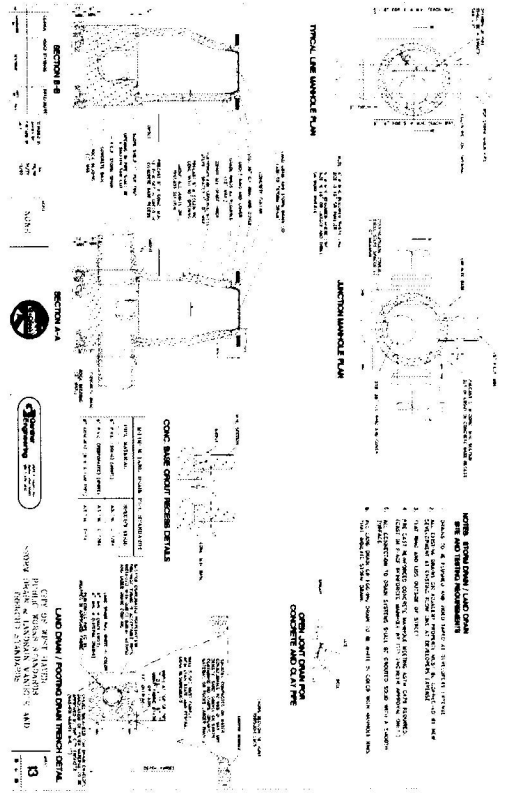
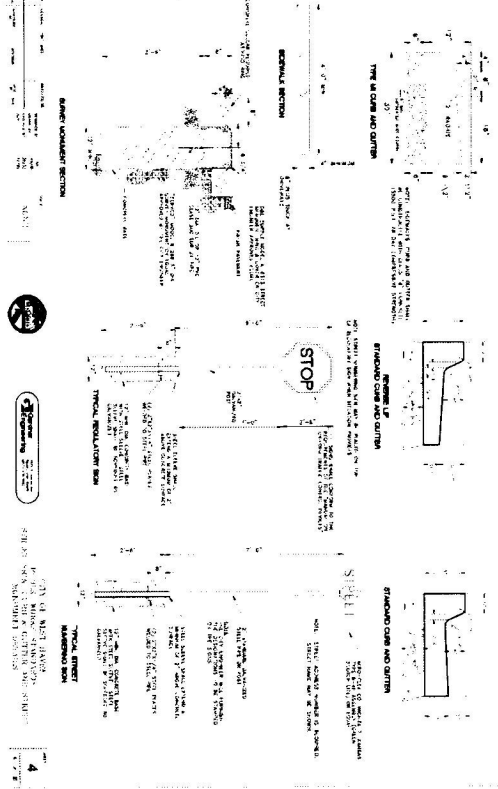
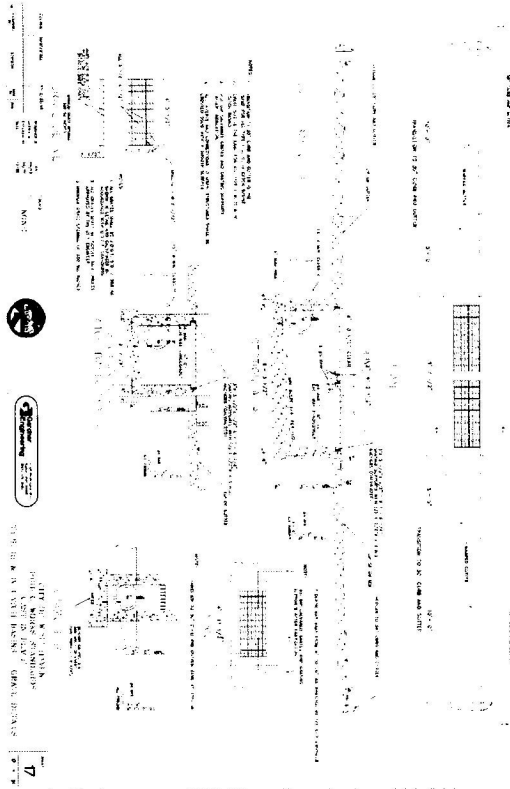
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 DATE: 1/11/22



MEA
 ENGINEERS ARCHITECTS
 447 East 1200 South
 West Haven, Utah 84414
 801.733.8788
 www.mea-engineers.com

**COBBLE CREEK ESTATES
 PLAN AND PROFILE**
 WEST HAVEN CITY, WEBER COUNTY, UTAH

NO.	DATE	REVISION



DESIGN: SM
 DRAWN: SM
 PROJECT: 1729
 DATE: 06/11/2022
 SHEET: DT1

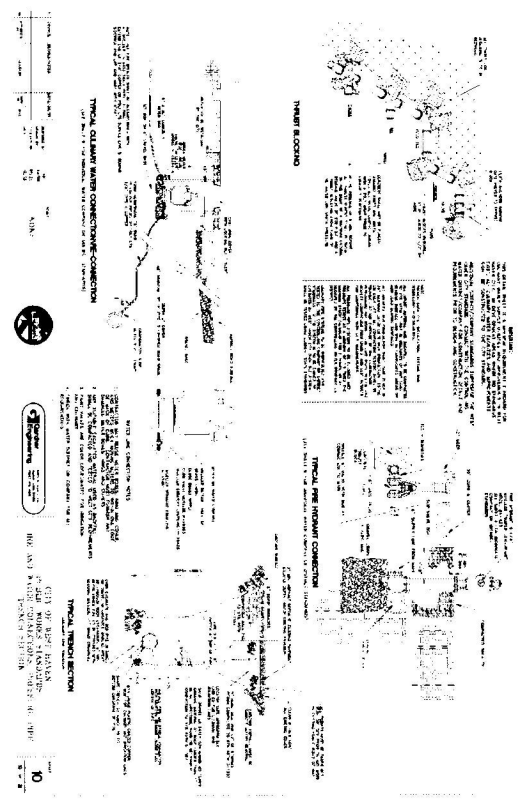
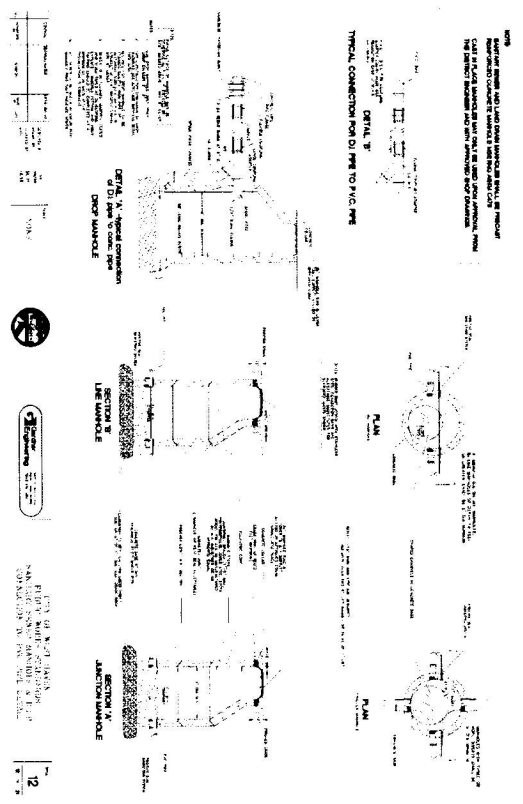
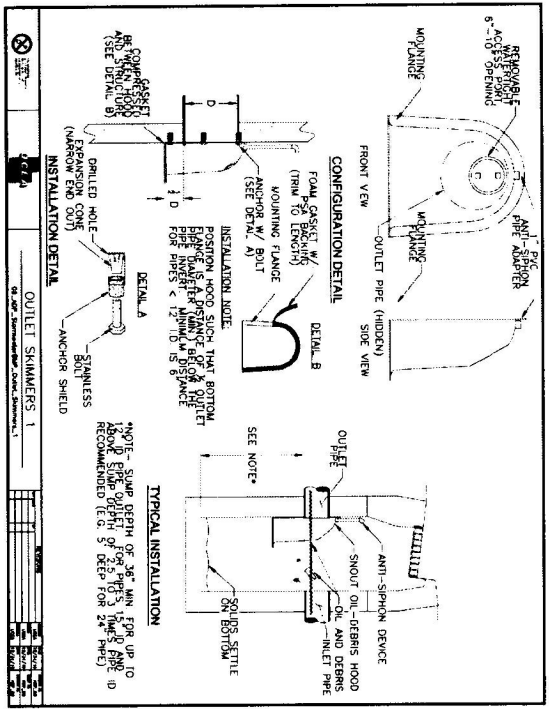


MEA
 MEASUREMENTS & ENGINEERING ASSOCIATES
 3447 East 9000 South
 West Valley City, UT 84143
 (801) 963-8888
 www.measurments.com

**COBBLE CREEK ESTATES
 DETAILS**
 WEST HAVEN CITY, WEBER COUNTY, UTAH

NO.	DATE	REVISION

NO.	DATE	REVISION



DESIGN: JN
 DRAWN: JN
 PROJECT #: 1729
 DATE: 1/2022

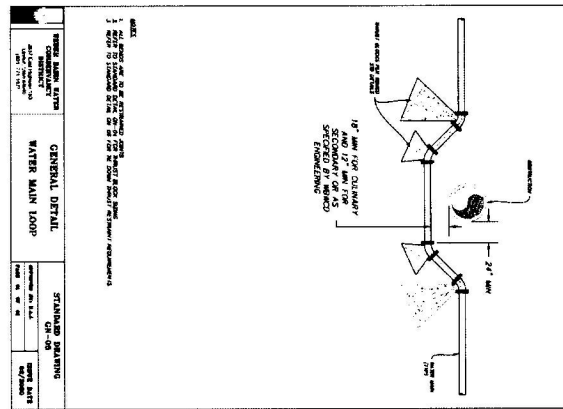
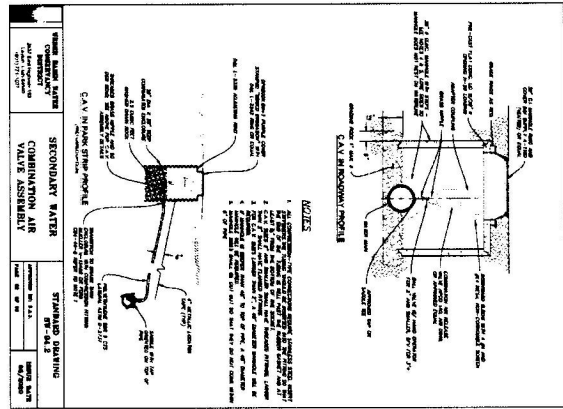
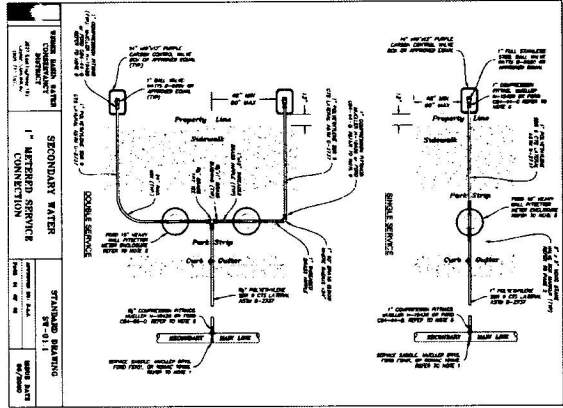
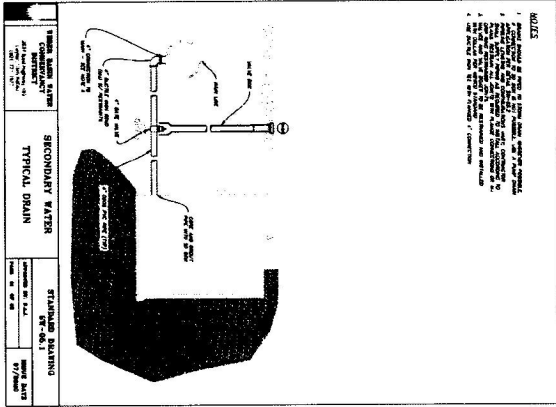


MEAC
 Mechanical Engineering Association of Utah
 100 East 1000 South
 Midvale, UT 84047
 801.487.4444

**COBBLE CREEK ESTATES
 DETAILS**
 WEST HAVEN CITY, WEBER COUNTY, UTAH

NO. DATE REVISION

NO.	DATE	REVISION



DESIGN: JMS
 DRAWN: JMS
 PROJECT #: 1728
 DATE: 1/11/22



MEA
 Michael E. Anderson
 Professional Engineer
 No. 36842
 State of Utah

**COBBLE CREEK ESTATES
 DETAILS**
 WEST HAVEN CITY, WEBER COUNTY, UTAH

CONSTRUCTION TO BE DONE
 IN PART COORDINATE
 WITH MECHANICAL CONTRACT

NO.	DATE	REVISION

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 Company'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 Company 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 Company 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 Company shall install a "locator wire" as required by District specifications.

O. The Company 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.