

CENTRAL UTAH WATER CONSERVANCY DISTRICT
CENTRAL UTAH PROJECT
CENTRAL WATER PROJECT NORTH SHORE AQUEDUCT &
NORTH SEGMENT PIPELINE
EASEMENT ENCROACHMENT LICENSE AGREEMENT

This Easement Encroachment License Agreement made this 13th day of June, 2019, by and between the CENTRAL UTAH WATER CONSERVANCY DISTRICT, hereinafter referred to as the ("District") and, the CITY OF SARATOGA SPRINGS hereinafter referred to as the ("Licensee");

WITNESSETH THAT:

WHEREAS, The District is the owner of a certain easement recorded in the official records of Utah County, State of Utah, as Entry No. 115646:2009, referenced as UCE 1 on page 7 of 17 of said record, hereinafter referred to as the ("Easement"); See Exhibit "B" for description, and

WHEREAS, The Licensee has requested permission of the District to cross the District's Easement in such a manner as to encroach upon the Easement in a manner more particularly specified hereinafter; and

WHEREAS, The District is willing to grant a revocable license to Licensee, subject to the following terms and conditions..

NOW, THEREFORE, the parties mutually agree as follows:

1. District hereby grants to Licensee a revocable license under which Licensee is authorized to construct two pressurized secondary water pipelines, one each of 16-inch diameter and one each of 12-inch diameter and a 2-inch culinary water pipeline. The secondary water pipelines shall be encased in their own individual 20-inch steel casings for a minimum of 36 feet in length, centered over the District's 60" North Shore Aqueduct and 48" North Segment pipeline ("District Facilities"). The proposed encroachments are for the Welby-Jacob Pond and Pump Station located south of Military Road, west of the Mountain View Corridor southbound lanes, in Section 15, Township 5 S, Range 1 West, SLB&M. ("Authorized Encroachment").

2. The Licensee will install the Authorized Encroachment in accordance with the District's guidelines for constructing authorized encroachments upon the Easement, which guidelines are attached hereto and incorporated herein as Exhibit "A".

3. The Licensee or its Contractor shall perform all work within the Easement in accordance with the plans, drawings, guidelines, and maps attached hereto, all of which have been approved in writing by the District. All construction work shall be performed in a manner satisfactory to the District. District shall have the right to receive a minimum of 24 hours notice prior to any excavation or backfill within the Easement so that the District may inspect any installation that is within the Easement. By approving the Licensee's plans and specification,



District assumes no liability or responsibility for negligent design or construction of the Authorized Encroachment.

4. Licensee hereby agrees to indemnify and hold the District and its agents, employees, and assigns, harmless from any and all claims whatsoever for personal injuries or damage to property when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use, or presence of the Authorized Encroachment upon the Easement, regardless of the cause of said injuries or damages; provided, however, that nothing in this agreement shall be construed as releasing the District from responsibility for its own negligence. The Licensee is a governmental entity under the "Utah Governmental Immunity Act." As such, the Licensee does not waive any defenses or limits of liability otherwise available under the Governmental Immunity Act.

5. District agrees to provide Licensee a minimum of 48 hours notice, of its intent to commence routine or ordinary maintenance and repair of the District Facilities and to exercise reasonable care in performing such work. Licensee agrees that the District shall not be responsible for any damage caused to facilities, equipment, structures, or other property of the Licensee if damaged by reason of the Authorized Encroachment upon the Easement by the Licensee. The Licensee hereby releases the District and its officer, employees, agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever which may result to the Licensee from the construction, operation, and maintenance of District Facilities and appurtenances within the Easement; provided that nothing in this Agreement shall be construed as releasing the District from liability for its own negligence.

6. The Licensee 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 Authorized Encroachment.

7. The provisions of this License Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto; provided, however, that such heir, executor, administrator, personal representative, successor, or assign of the Licensee shall not have the right to use, alter, or modify the Authorized Encroachment in a manner which will increase the burden of the Authorized Encroachment on the Easement of the District.

8. This agreement makes no finding as to the right, title, or validity of the Licensee's encroaching interest, but merely defines the conditions under which the encroachment will be permitted by the District. This license shall be revoked by District in the event Licensee or its successors and assigns, violates the terms and conditions of this License Agreement and fails to cure such default within 30 days after its receipt of written notice from District of such violation. Upon such revocation, Licensee shall remove the now unauthorized encroachment at its own expense and restore the land surface to as near as practical to its condition prior to the installation of the Authorized Encroachment. District shall be entitled to recover its reasonable attorney's fees and costs incurred in the enforcement of this License Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

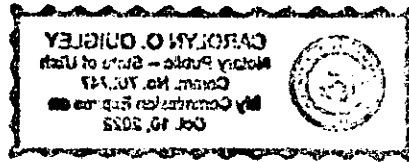
LICENSEE

CENTRAL UTAH WATER
CONSERVANCY DISTRICT

By: *[Signature]*

[Signature]

By: *David O. Pitcher*
Assistant General Manager



...and there is ...

ACKNOWLEDGMENT OF THE DISTRICT

State of Utah)
)ss.
County of Utah

On this 26th day of August, 2019, personally appeared before me David O. Pitzer, known to me to be the Assistant General Manager of Central Utah Water Conservancy District, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of the District pursuant to the authority delegated to him.

(NOTARY SEAL)



Carolyn O. Quigley
Notary Public in and for the
State of Utah
Residing at 26 W 100N Saratoga, UT
My commission expires: 10/10/2022

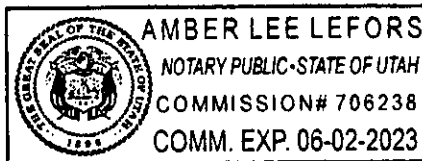
ACKNOWLEDGMENT OF LICENSEE

State of Utah)
)ss.
County of Utah

On this 13th day of June, 2019, personally appeared before me Jeremy Lapin, known to me to be the Public Works Director of City of Saratoga Springs, the Licensee herein and the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of Licensee pursuant to the authority delegated to him/her.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(NOTARY SEAL)



Amber Lee Lefors
Notary Public in and for the
State of Utah
Residing at _____
My commission expires: 6-2-2023

EXHIBIT "A"
ENCROACHMENT GUIDELINES FOR THE CENTRAL WATER PROJECT NORTH
SHORE AQUEDUCTS
PROTECTION CRITERIA

- A. Surface structures that generally will be allowed to be constructed within the District's Easement include asphalt roadways with no utilities within roadway, non-reinforced parking lots, curbs, gutters, sidewalks, walkways, driveways, and fences with gated openings (no footings, foundation, and masonry block walls). However, where District Facilities have specific maximum and minimum cover designations, the special requirements for roadways, parking lots, and driveways crossing over the pipe shall be obtained from the District for the maximum allowable external loading or minimum cover. **HOWEVER, IT IS UNDERSTOOD THAT ALL SURFACE STRUCTURES SHALL BE ANALYZED AND CONSIDERED ON AN INDIVIDUAL BASIS.** No new structures may be located closer than 18 inches vertically to a District structure.
- B. Structures that may not be constructed in, on, or along the District's Easement include but are not limited to, permanent structures such as buildings, garages, carports, trailers, and swimming pools as designated by the District.
- C. No trees or vines will be allowed within the Easement.
- D. All temporary or permanent changes in ground surfaces within the District's Easement are to be considered to be encroaching structures and must be handled as such. Earthfills and cuts on adjacent property shall not encroach onto the District's Easement without prior approval by the District.
- E. Existing gravity drainage of the District Easement must be maintained. No new concentration of surface or subsurface drainage may be directed onto or under the District's Easement without adequate provision for removal of drainage water or adequate protection of the District Easement.
- F. Prior to construction of a structure that encroaches within the District's Easement, an excavation must be made to determine the location of existing District Facilities. The excavation must be made in the presence of the District.
- G. Any contractor or individual constructing improvements in, on, or along the District's rights-of-way must limit his construction to the encroaching structure previously approved and construct the improvements strictly in accordance with plans or specifications approved by the District.
- H. The ground surfaces within the Easement must be restored to a condition equal to that which existed before the encroachment work began or as shown on the approved plans or specifications.

- I. The owner of newly constructed facilities that encroach on Easement shall notify the District upon completion of construction and shall provide the District with two copies of as-built drawings showing actual improvements in, on, or along the Easement.
- J. Except in case of ordinary maintenance and emergency repairs, an owner of encroaching facilities shall give the District at least 10 days notice in writing before entering upon District Easement for the purpose of reconstructing, repairing, or removing the encroaching structure or performing any work on or in connection with the operation of the encroaching structure.
- K. If unusual conditions are proposed for the encroaching structure or unusual field conditions within the Easement are encountered, the District reserves the right to impose more stringent criteria than those prescribed herein.
- L. All backfill material within the Easement shall be compacted to 90 percent of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within 6 inches of the District Facilities whenever possible. In no case will mechanical compaction using heavy equipment be allowed over the District Facilities or within 18 inches horizontally of the District Facilities.
- M. The backfilling of any excavation or around any structure within the Easement shall be compacted in layers not exceeding 6 inches thick to the following requirements: (1) cohesive soils to 90 percent maximum density specified by ASTM Part 19, D-698, method A; (2) noncohesive soils to 70 percent relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method. If the crossing utility is vertically closer than 24" to a District pipeline, the Licensee shall backfill with flowable fill type material.
- N. Any nonmetallic encroaching structure below ground level shall be accompanied with a metallic strip within the Easement.
- O. Owners of encroaching facilities shall notify the District and/or the District at least 48 hours in advance of commencing construction to permit inspection by the District.
- P. No use of District lands or Easement shall be permitted that involve the storage of hazardous material.
- Q. The Licensee or assigns are not allowed to park heavy equipment and/or materials on the easement.

EXHIBIT "B"
Legal Description of UCE 1

A 50 foot exclusive and perpetual easement and right of way for the ownership, location, survey, installation, construction, reconstruction, operation, inspection, maintenance, repair, renewal and replacement of underground water pipelines and all related equipment and facilities, located in the North half of the Northwest Quarter of Section 15, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Saratoga Springs, Utah County, State of Utah and being more particularly described as follows:

Commencing at a point which is 295.24 feet, South $89^{\circ}51'55''$ East along the section line and 103.90 feet, South $05^{\circ}59'12''$ West from the Northwest Corner of said Section 15 and running thence, N $63^{\circ}14'33''$ E for a distance of 228.51 feet to the section line; thence, along said section line S $89^{\circ}51'55''$ E for a distance of 2166.89 feet; thence, S $00^{\circ}25'39''$ W for a distance of 50.06 feet; thence, N $89^{\circ}51'50''$ W for a distance of 2154.69 feet; thence S $63^{\circ}14'33''$ W a distance of 248.70 feet; thence, N $05^{\circ}59'11''$ E for a distance of 59.45 feet to the POINT OF BEGINNING; containing 120.039 square feet.