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WHEN RECORDED MAIL TO:

Jordan Valley Water Conservancy District Attn: JT Cracroft

Attn: JT Cracroft 8215 South 1300 West West Jordan, UT 84088

> [PARCEL ID # 33-22-151-001 33-22-101-001 33-21-226-004 33-21-226-002 33-21-226-001 33-21-226-003]

EASEMENT ENCROACHMENT AGREEMENT NOTICE

An accurate and complete copy of the original Easement Encroachment Agreement between Rockwell Landing Business Park LLC and the United States, dated August 3, 2017, is attached to this Notice, for property situated in Herriman, Utah, described as follows:

Lots 1, 2, 3, 4, and 5 of the Rockwell Landing – Phase 1 Subdivision according to the official plat thereof, recorded August 22, 2016, as Entry No. 12347456 in Book 2016P at Pg. 199 of the official records of the Salt Lake County Recorder.

Together with:

BEG S 12°12'27" E 100.17 FT FR THE NW COR OF LOT 5, ROCKWELL LANDING PH 1; S 43°46'40" E 205.13 FT; N 76°52'16" E 136.75 FT; NE'LY ALG A 55.50 FT RADIUS CURVE TO THE L 137.93 FT (CHD N 45°10'36" E 105.07 FT); N 75°32'36" E 26.44 FT; S 14°27'24" E 84.59 FT; N 76°41'00" E 78.38 FT; S 17°26'56" E 73.88 FT M OR L; S 44°00'55" E 54.29 FT; S 58°08'39" E 55.08 FT; S 56°59'54" E 405.71 FT; S 44°04'04" E 466.38 FT; S 39°01'10" E 29.94 FT; N 89°40'44" W 1121.42 FT; N 23°11'55" W 367.39 FT; N 0°29'04" E 473.55 FT M OR L TO BEG. 12.95 AC M OR L. 10392-3612,3693

Together with:

BEG NW COR OF LOT 2, ROCKWELL LANDING PH 1; S 42°30'33" E 287.07 FT; N 47°29'27" E 22.50 FT; S 42°30'33" E 130.66 FT; N 70°07'11" E 180.63 FT; S 33°26'03" E 156.42 FT; S 56°57'21" E 280.02 FT; S 35°32'55" E 171.65 FT; S 53°14'39" E 153.88 FT; S 12°12'27" E 100.17 FT; S 0°29'04" W 188.58 FT M OR L; N 89°35'10" W 244.55 FT M OR L; N 39°24'07" W 847.81 FT; N 47°41'07" W 473.16 FT M OR L; NE'LY ALG A 1420 FT RADIUS CURVE TO THE R 115.55 FT M OR L (CHD N 60°14'39" E 115.52 FT M OR L) TO BEG. 7.47 AC M OR L. 10392-3612,3681

Dated: 8/28/2017

By: 147. Cracroft Its Property Manager

STATE OF UTAH)

SS.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 29th day of AIQCH , 2011 , by J.T. Cracroft as Property Manager on behalf of the Jordan Valley Water Conservancy District.

Wayley The first Betting NOTARY PUBLIC Residing in: Solf lake Commission expires: U 20 2021

Contract No. 17-LM-41-0430

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL UTAH PROJECT
JORDAN AQUEDUCT, REACH 1

EASEMENT ENCROACHMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND ROCKWELL LANDING BUSINESS PARK, LLC

This Easement Encroachment Agreement made this 3kD day of pure 20/7, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as Reclamation Laws, among the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as the United States, and ROCKWELL LANDING BUSINESS PARK, LLC, hereinafter referred to as the Permittee.

WITNESSETH THAT:

WHEREAS, the United States is the Grantee of that certain easement granted by the Butterfield Brothers, which easement is recorded in the official records of Salt Lake County, State of Utah, hereinafter referred to as the Easement of the United States; and

WHEREAS, The Permittee has proposed to construct a development to be known as Rockwell Landing Business Park – Phase 1, a portion of which is located on the Easement of the United States situated in Sections 21 & 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and

WHEREAS, No signature block was provided for the Bureau of Reclamation, or the Jordan Valley Water Conservancy District when the Rockwell Landing Subdivision Plat – Phase 1 was recorded as Entry No. 12347456 on August 22, 2016 in Book 2016P and Page 199, in the office of the Salt Lake County Recorder; and

WHEREAS, Said Subdivision Plat has now been amended in the office of the Salt Lake County Recorder as Entry No. 12511407 on 4/10/2017, in Book 10545 and Pages 8675 – 8677; and

WHEREAS, The Permittee has requested permission to encroach upon the Easement of the United States in a manner more particularly specified hereinafter; and

WHEREAS, the United States is willing to agree to said encroachment, upon conditions more particularly specified hereinafter;

NOW, THEREFORE, the United States hereby agrees to encroachment upon the Easement of the United States by the Permittee only to the extent and for the purposes set forth below:

The Permittee will install, conduits for the following future utilities in accordance with the location and depths shown in the approved plans and drawings shown in Exhibits B – K attached hereto and by this reference made a part hereof:

NOTE: Herriman City, and each individual Utility Company must obtain a separate encroachment agreement with the United States and the Jordan Valley Water Conservancy District (District) prior to installing any utility.

Please Note the listed stations are approximate

• 15 inch ADS N-12 Storm Drain (519+70)

Four Conduit Bank at Station 519+67 for future utilities.

- 4 inch Schedule 40 PVC (Dedicated to Rocky Mountain Power)
- 2 inch Schedule 40 PVC (Dedicated to Comcast)
- 2 inch Schedule 40 PVC (Dedicated to Century Link)
- 4 inch Schedule 40 PVC (Future Utilities)

Two Conduit Bank at Station 510+75 for future utilities.

- 4 inch Schedule 40 PVC (Dedicated to Rocky Mountain Power)
- 4 inch Schedule 40 PVC (Future Utilities)

The Permittee will also landscape over the Easement of the United States in a manner consistent with the approved plans and drawings, and construct and maintain an asphalt parking lot, (2) asphalt access roads, sidewalks, and curb and gutter at the locations shown in the plans and drawings attached as Exhibits B - K.

1. The federal agency is the Department of the Interior, Bureau of Reclamation, represented by the officer executing this Agreement, his duly appointed successor, or his duly authorized representative.

- 2. The United States guidelines for agreeing to such encroachment upon the Easement of the United States are shown on Exhibit "A," attached hereto and by this reference made a part hereof
- 3. The Permittee or its Contractor shall perform all work within the encroachment area in accordance with the plans, drawings, guidelines, and maps attached hereto as Exhibit B through K, and in a manner satisfactory to the United States; the District.
- 4. <u>SEVERABILITY</u>: Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.
- 5. <u>ILLEGAL USE</u>: Any activity deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.
- 6. <u>TERMINATION OF AGREEMENT</u>: This agreement will terminate and all rights of the Permittee hereunder will cease, and the Permittee will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted, after failure of the Permittee to observe any of the conditions of this agreement, and on the tenth day following service of written notice on the Permittee of termination because of failure to observe such condition.
- 7. <u>HOLD HARMLESS</u>: The Permittee hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Permittee activities under this agreement.
- (a) In consideration of the United States agreeing to encroachment upon the Easement of the United States by the Permittee, the Permittee hereby agrees to indemnify and hold the United States and the District, their agents, employees, and assigns, harmless from any and all claims whatsoever for personal injuries or damages to property when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use or presence of the encroachment upon the Easement of the United States, regardless of the cause of said injuries or damages; provided, however, that nothing in this agreement shall be construed as releasing the United States or the District from responsibility for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.
- (b) In consideration of the United States agreeing to the Permittee encroaching upon the Easement of the United States, the Permittee agrees that the United States shall not be responsible

for any damage caused to facilities, equipment, structures, or other property if damaged by reason of encroachment upon the Easement of the United States by the Permittee. The Permittee hereby releases the United States and the District, their officers, employees, agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever which may result to the Permittee from the construction, operation, and maintenance of Project works upon said lands; provided that nothing in this Agreement shall be construed as releasing the United States or the District from liability for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.

- (c) If the maintenance or repair of any or all structures and facilities of the United States located on the easement area should be made more expensive by reason of the existence of the encroachment improvements or works of the Permittee or its Contractor, the Permittee and or its Contractor will promptly pay to the United States or the District, their agents or assigns, responsible for operation and maintenance of said structures or facilities, the full amount of such additional expense upon receipt of an itemized bill.
- 8. <u>PROTECTION OF UNITED STATES INTERESTS</u>: The Permittee 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.
- 9. <u>UNRESTRICTED ACCESS</u>: The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever.
- 10. <u>COVENANT AGAINST CONTINGENT FEES</u>: The Permittee warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this agreement without liability or in its discretion to require the Permittee to pay the full amount of such commission, percentage, brokerage, or contingent fee.
- 11. <u>OFFICIALS NOT TO BENEFIT</u>: No member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.
- 12. <u>SUCCESSORS IN INTEREST OBLIGATED</u>: The provisions of this 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 no such heir, executor, administrator, personal representative, successor or assign of the Permittee shall have

the right to use, alter, or modify the encroachment in a manner which will increase the burden of the encroachment of the Easement of the United States.

- 13. In accordance with 43 CFR 429.16 Subpart D, any applicant requesting a right-of-use over Reclamation land must remit a nonrefundable application fee of One Hundred Dollars (\$100). The receipt of this application fee is hereby acknowledged, which amount represents the initial review of your application.
- 14. This agreement makes no finding as to the right, title, or validity of The Permittee or the encroaching interest, but merely defines the conditions under which the encroachment will not be deemed unreasonable by the United States.

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

UNITED STATES OF AMERICA

By: 7 July of Wayne G. Pullan

✓ Manager, Provo Area Office

ROCKWELL LANDING BUSINESS PARK, LLC

CONCUR:

JORDAN VALLEY WATER CONSERVANCY DISTRICT

By:

Title: General Manager/CEO

ACKNOWLEDGMENT OF THE UNITED STATES
State of UT)) ss.
County of UT)
On this day of, 20/2, personally appeared before me, 20/2, personally appeared before me
NOTA DEBORAH L HILTON NOTARY PUBLIC-STATE OF UTAH COMMISSION# 675775 COMM. EXP. 07-15-2018
ACKNOWLEDGMENT OF ROCKWELL LANDING BUSINESS PARK, LLC
State of)) ss. County of)
· · · · · · · · · · · · · · · · · · ·
On this
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year first above written.
(NOTARY SEAL) Midwll world Notary Public
MICHELLE LOVELAND

Notary Public, State of Utah Commission # 689442 My Commission Expires On May 25, 2020

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EXHIBIT "A"

ENCROACHMENT GUIDELINES FOR JORDAN AQUEDUCT, REACH 4

PROTECTION CRITERIA

- A. Surface structures that generally will be allowed to be constructed within United States rights-of-way include asphalt roadways, with no utilities within roadway, non reinforced parking lots, curbs, gutters and sidewalks, walkways, driveways. However, where United States system pipe has specific maximum and minimum cover designation the special requirements for roadways, parking lots and driveways crossing over the pipe shall be obtained from the United States 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.
- B. Structures that may <u>not</u> be constructed in, on, or along United States rights-of-way include but are not limited to, permanent structures such as retaining walls, block walls, buildings, garages, decks, carports, mobile homes with permanent foundations, swimming pools, block, cement, fences, or rock fences and walls as designated by the United States.
- C. No trees or vines will be allowed within the rights-of-way of the United States.
- D. All temporary or permanent changes in ground surfaces within United States rights-of-way are to be considered to be encroaching structures and must be handled as such. Earthfills and cuts on adjacent property shall not encroach onto United States rights-of-way without prior approval by the United States.
- E. Existing gravity drainage of the United States rights-of-way must be maintained. No new concentration of surface or subsurface drainage may be directed onto or under the United States rights-of-way without adequate provision for removal of drainage water or adequate protection of the United States rights-of-way.
- F. Prior to construction of <u>any</u> structure that encroaches within United States rights-of-way, an excavation must be made to determine the location of existing United States facilities. The excavation must be made by or in the presence of water users or the United States.
- G. Any contractor or individual constructing improvements in, on, or along United States rights-of-way must limit his construction to the encroaching structure previously approved and construct the improvements strictly in accordance with plans or specifications.
- H. The ground surfaces within United States rights-of-way 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 United States rights-of-way shall notify the United States and/or the District upon completion of construction and shall provide the District with one copy and the United States with two copies of as-built drawings showing actual improvements in, on, or along the rights-of-way.
- 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 United States rights-of-way 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 United States rights-of-way are encountered, the United States reserves the right to impose more stringent criteria than those prescribed herein.
- L. All backfill material within United States rights-of-way shall be compacted to 95 percent of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within 6 inches of the projects works whenever possible. In no case will mechanical compaction using heavy equipment be allowed over the project works or within 18 inches horizontally of the projects works.
- M. That the backfilling of any excavation or around any structure within the United States rights-of-way shall be compacted in layers not exceeding 6 inches thick to the following requirements: (1) cohesive soils to 95 percent maximum density specified by ASTM Part 19, D-698, method A; (2) noncohesive soils to 95 percent relative compaction specified by ASTM D 7382-08.
- N. Any nonmetallic encroaching structure below ground level shall be accompanied with a metallic strip within the United States rights-of-way.
- O. Owners of encroaching facilities shall notify the United States at (801) 379-1000 and/or the District at (801) 565-4300 at least forty-eight (48) hours in advance of commencing construction to permit inspection by the United States and/or the District.
- P. No use of United States lands or rights-of-way shall be permitted that involve the storage of hazardous material.

EXHIBIT B



48 HOURS PRIOR TO ANY EARTHWORK BEING CONDUCTED ON THE EASEMENT OF THE UNITED STATES CONTACT GORDAN BATT (801) 330-6507	## 10
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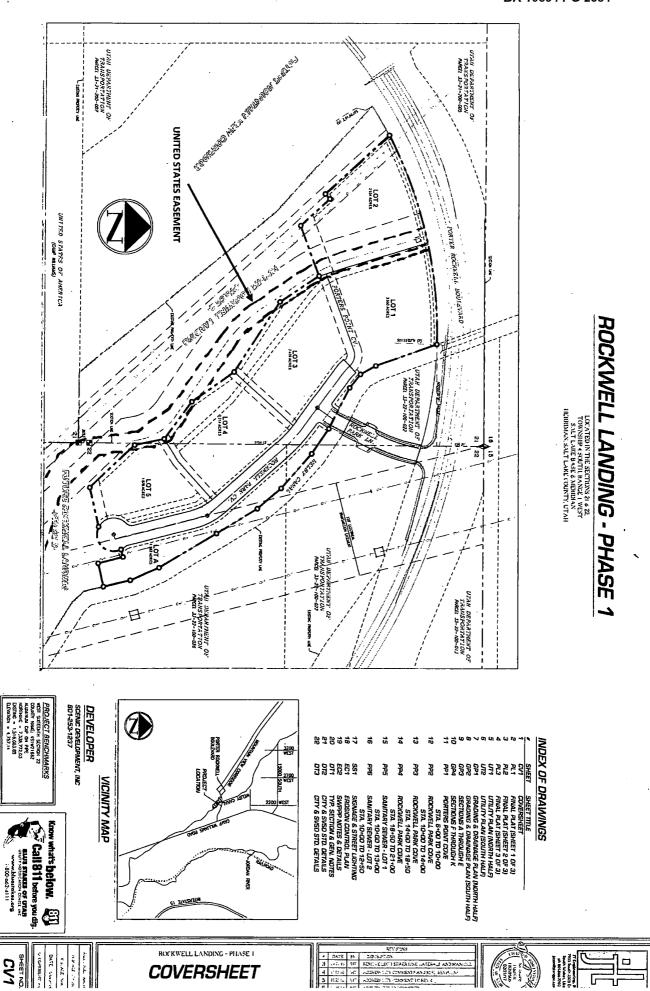


EXHIBIT D

CV1

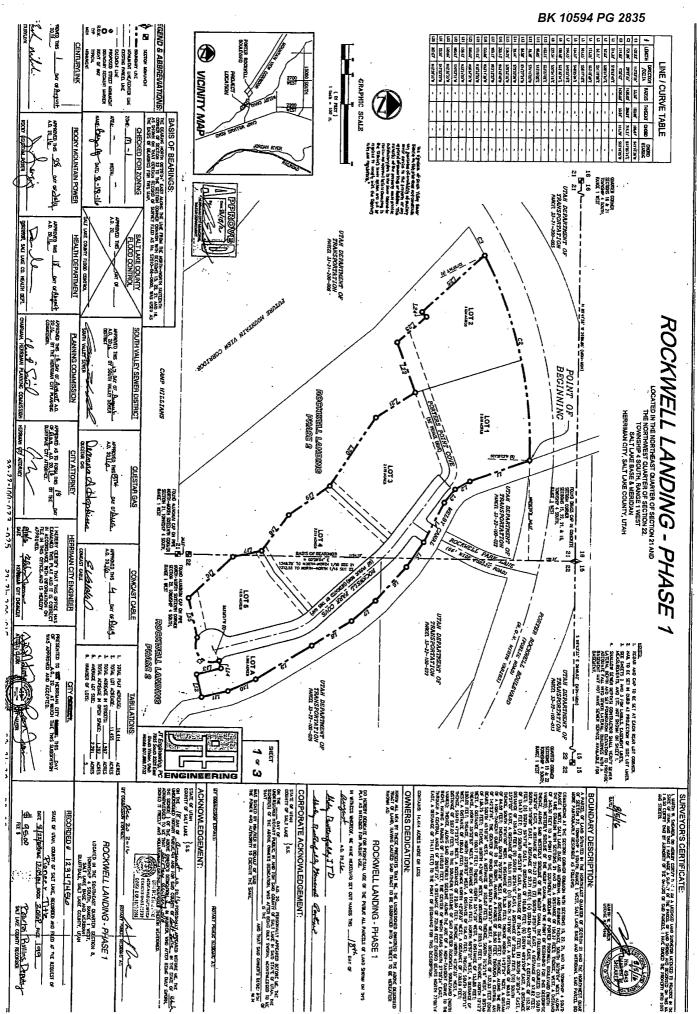


EXHIBIT E-1

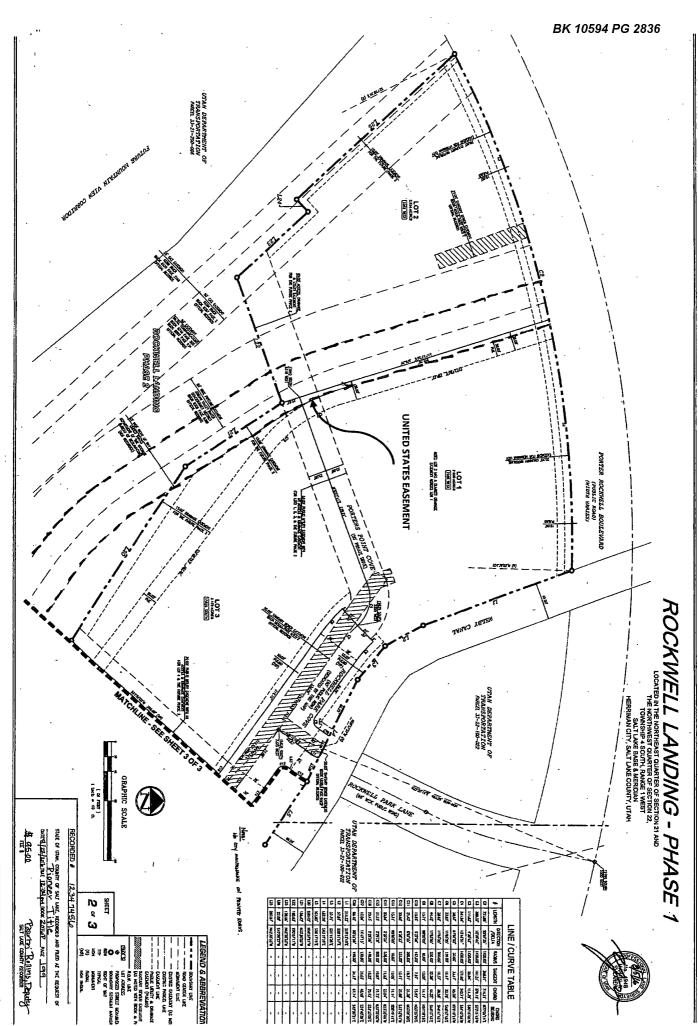


EXHIBIT E-2

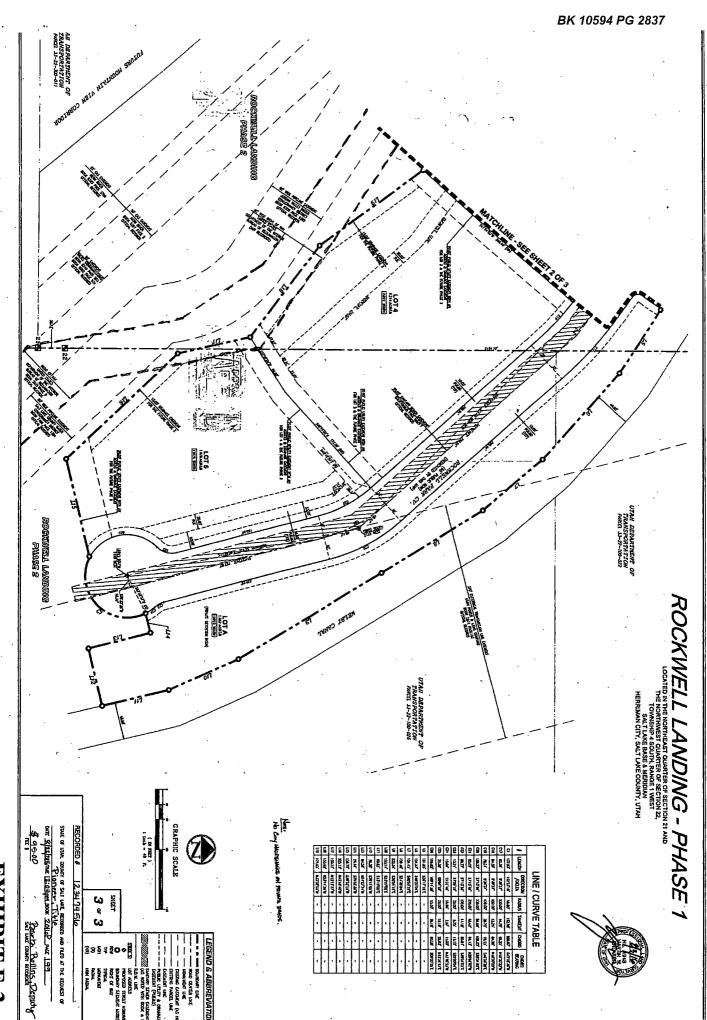


EXHIBIT E-3

EXHIBIT F-1

ROCKWELL LANDING - PHASE R

EXHIBIT F-2

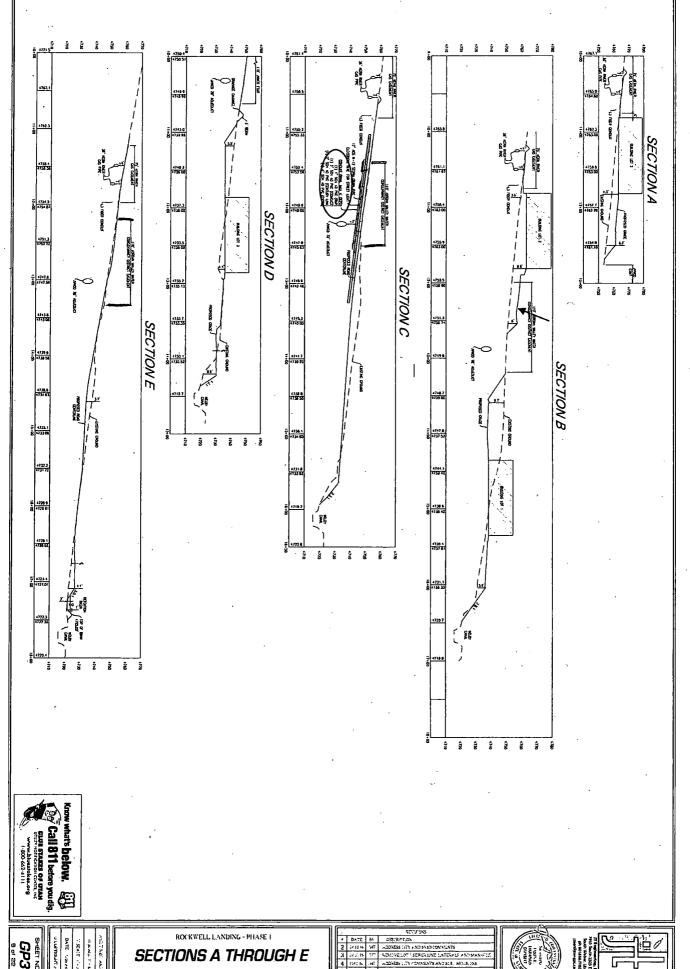


EXHIBIT H-1

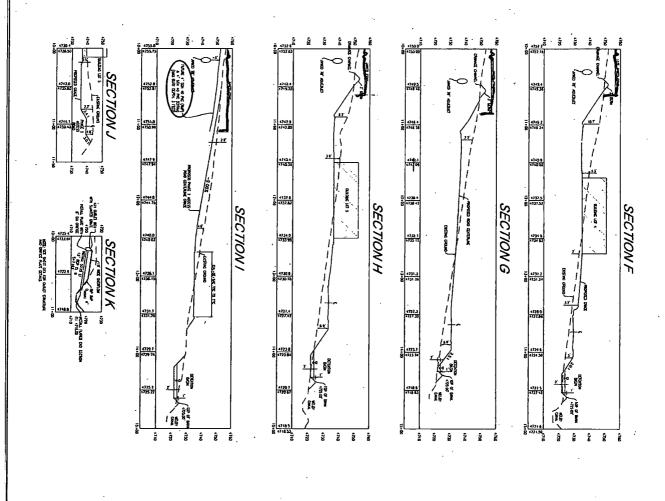


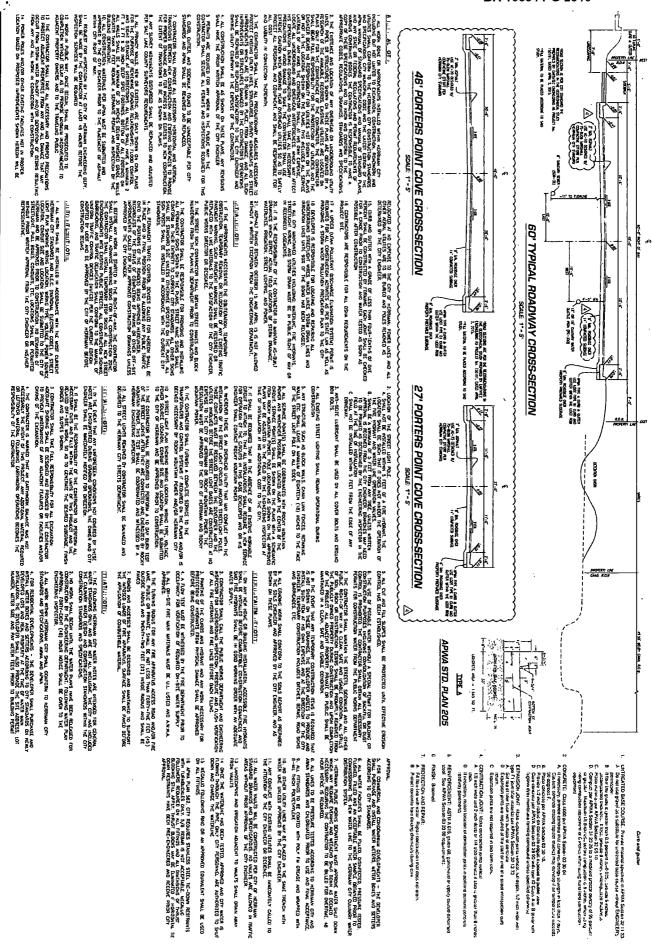


EXHIBIT H-2

SECTIONS F THROUGH K



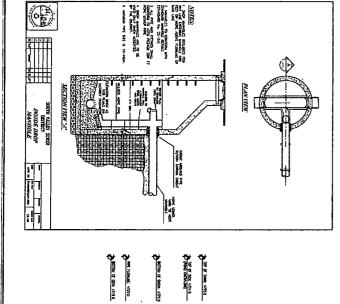


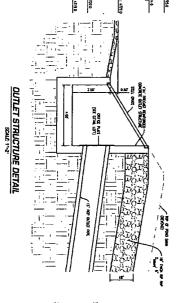


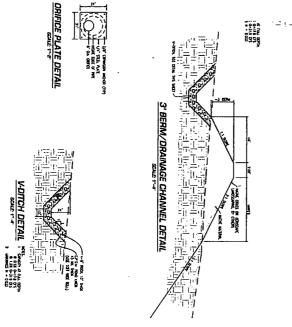
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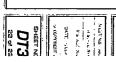
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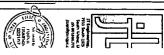




ROCKWELL LANDING - PHASE I

CITY & SVSD STD. DETAILS





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