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WHEN RECORDED MAIL TO:

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

12769333
05/09/2018 04:10 PM \$0.00
Book - 10673 Pg - 696-701
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
JORDAN VALLEY WATER
CONSERVANCY DISTRICT
8215 S 1300 W
WEST JORDAN UT 84088
BY: RMP, DEPUTY - WI 6 P.

[PARCEL ID # 26-28-226-001]

ACCESS EASEMENT AGREEMENT

This Agreement is entered into as of the 30th day of April, 2018, (the "Effective Date"), between Jordan Valley Water Conservancy District, a local district organized under the laws of the State of Utah ("Grantor"), and Herriman City, a municipality organized under the laws of the State of Utah ("Grantee").

RECITALS:

- A. Grantor owns real property in the vicinity of 11800 South 7200 West in unincorporated Salt Lake County, Utah;
- B. Grantee desires to obtain from Grantor, and Grantor is willing to grant to Grantee, a perpetual right-of-way in, on, over, across, and through the lands of Grantor, consistent with the terms set forth in this Agreement.

TERMS:

The parties agree as follows:

- 1. Grantor hereby grants to Grantee a permanent right-of-way in, on, over, across, and through the lands of Grantor for vehicular and pedestrian access, ingress, and egress to and from adjacent property. The right-of-way is described in attached Exhibit 1 and is referred to as the "Right-of-Way."

JVWCD NO. 3978_Herriman_AE

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ACCESS EASEMENT AGREEMENT_HERRIMAN_K3097_JTC.DOC

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2. The term of the Right-of-Way shall begin on the Effective Date and shall be perpetual.

3. (a) The Right-of-Way is not exclusive, and Grantor reserves the right to use, occupy, and cross the Right-of-Way for all purposes not inconsistent with the rights granted to Grantee under this Agreement.

(b) Grantor may grant to others a right-of-way and/or easement in, on, under, across, or through the Right-of-Way.

4. In consideration of Grantor granting the Right-of-Way, Grantee shall:

(a) Indemnify, defend and hold harmless Grantor, 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 Grantee [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 Right-of-Way;

(b) Release Grantor 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 Grantee from the construction, installation, operation, maintenance, inspection, repair, and replacement of Grantor's structures, equipment, pipelines and facilities within the Right-of-Way, provided the loss or damage was not due solely to the negligence of Grantor; and,

(c) Hereby acknowledge that it accesses and uses the Right-of-Way at Grantee's risk and hazard and, without limiting the generality of the foregoing, Grantee agrees that Grantor shall not be responsible for any harm, damage, or injury that may be

suffered or incurred by Grantee, its agents, employees, contractors, licensees, guests, or invitees associated with the use or condition of the Right-of-Way, except to the extent the harm, damage, or injury was caused by the reckless or intentional misconduct of Grantor.

5. Within forty-five (45) days from the Execution Date, Grantee shall pay the sum of Five Thousand Two Hundred Seventy and 00/100 Dollars (\$5,270.00) to Grantor as consideration for this Agreement.

6. (a) Grantor may assign this Agreement and/or any of its rights under this Agreement.

(b) Grantee shall not assign this Agreement, any of its rights under this Agreement, or the Right-of-Way granted it by this Agreement, without the prior written consent of Grantor.

(c) Grantee shall not grant to any third party any easement, license, right-of-way, or other interest within the Right-of-Way.

7. This Agreement may be amended only by written instrument executed by all parties.

8. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations, or agreements of the parties regarding the subject matter in this document.

9. 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.

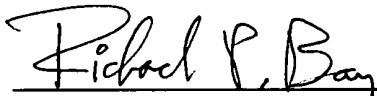
10. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

11. Any party may record this Agreement.

"Grantor":

Jordan Valley Water Conservancy District

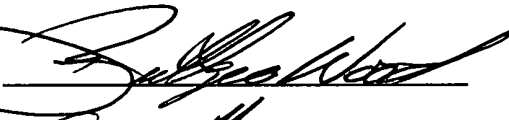
Dated: 4-30-18

By: 
Richard P Bay
Its General Manager/CEO

"Grantee":

Herriman City

Dated: 04-18-18

By: 
Its: CITY MANAGER

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

The foregoing instrument was acknowledged before me this 30th day of April 2018, by Richard P. Bay as General Manager/CEO of the Jordan Valley Water Conservancy District.

Commission expires: 02-20-2019

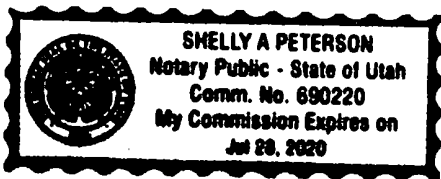


Beverly M Parry
NOTARY PUBLIC
Residing in Salt Lake County

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

The foregoing instrument was acknowledged before me this 18 day of April 2018, by Brett geo. wood.

Commission expires: Jul. 28, 2020



Smelly A Peterson
NOTARY PUBLIC
Residing in Herriman City

EXHIBIT 1

DESCRIPTION OF RIGHT-OF-WAY

Commencing at the Northeast corner of Section 28, Township 3 South, Range 2 West, Salt Lake Meridian; thence North 89°31'08" West 924.69 feet along section line; thence South 00°28'52" West 33.00 feet to a point on the southerly right of way line of 11800 South and the POINT OF BEGINNING; thence South 381.77 feet to a curve to the left having a radius of 40.01 feet, a central angle of 90°00'00" and a chord that bears South 45°00'00" East 56.58 feet; thence along said curve southeasterly an arc distance of 62.85 feet; thence South 89°47'12" East 1.74 feet to a point on the Westerly boundary of Lot 1, Herriman 5MG Tank Subdivision, per official plat of record in the Salt Lake County Recorder's Office; thence South 00°42'31" West 16.00 feet; thence West 1.54 feet to a curve to the right having a radius of 56.02 feet, a central angle of 90°00'00" and a chord that bears North 45°00'00" West 79.22 feet; thence along said curve northwesterly an arc distance of 88.00 feet; thence North 381.90 feet; thence South 89°31'09" East 16.01 feet to the POINT OF BEGINNING.

Contains 7346 square feet or 0.169 acres, more or less.