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ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
JORDAN VALLEY WATER  
CONSERVANCY DISTRICT  
8215 S 1300 W  
WEST JORDAN UT 84088  
BY: SSP, DEPUTY - WI 7 P.

**WHEN RECORDED MAIL TO:**  
Jordan Valley Water  
Conservancy District  
**Attn:** JT Cracroft  
8215 South 1300 West  
West Jordan, UT 84088-0070

[PARCEL ID # 33-22-400-029-4002]

**ACCESS EASEMENT AGREEMENT**

This Agreement is entered into as of the 4<sup>TH</sup> day of June, 2018 (the "Effective Date"), between Wayne Workman, Trustee of the Wayne Workman Family Trust ("Grantor"), and Jordan Valley Water Conservancy District, a water conservancy district organized under the laws of the State of Utah ("Grantee").

**RECITALS:**

- A. Grantor owns real property in the vicinity of 16475 South Camp Williams Road, Bluffdale, Utah;
- B. Grantee desires to obtain from Grantor, and Grantor is willing to grant to Grantee, an exclusive, perpetual right-of-way in, on, over, across, and through the lands of Grantor, and a temporary construction easement, consistent with the terms set forth in this Agreement.

**TERMS:**

The parties agree as follows:

- 1. (a) Grantor hereby grants to Grantee an exclusive, 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 an underground vault structure lying within an easement owned by Grantee. The right-of-way is described in attached Exhibit 1 and is referred to as the "Right-of-Way." The term of the Right-of-Way shall begin on the Effective Date and it shall be perpetual.

(b) Grantor hereby grants to Grantee a temporary construction easement in, on, over, across, and through the lands of Grantor for the staging, mobilization, and construction of Grantee's Right-of-Way. The temporary construction easement is described on Exhibit 1 and is referred to as the "Temporary Construction Easement." The term of the Temporary Construction Easement shall begin on the Effective Date and it shall expire on December 31, 2019, without further notice or condition.

2. Grantee, at its expense, shall place and compact a 6-inch layer of imported granular base on the surface of the Right-of-Way.

3. 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)] from the construction, installation, operation, maintenance, inspection, repair, replacement, condition, use, or presence of 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, replacement, condition, use, or presence of the Right-of-Way, provided the loss or damage was not due 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, officers, trustees, assigns and successors associated with the use or condition of the Right-of-Way, except to the extent the harm, damage, or injury was caused by the negligence of Grantor.

4. Any damage caused by Grantee to Grantor's land resulting from the construction, installation, maintenance, and replacement of the Right-of-Way or Temporary Construction Easement shall be repaired promptly by Grantee, at its expense, as near as reasonably possible to its pre-construction condition.

5. Grantee, at its sole expense, shall promptly repair and/or replace fencing which is damaged or disturbed by Grantee (or its agents or contractors).

6. Grantor shall not build, install, allow or otherwise place upon the Right-of-Way or Temporary Construction Easement (during the latter's term) any permanent structure, including but not limited to buildings or masonry fences, which interferes with Grantee's use of the Right-of-Way or Temporary Construction Easement (during the latter's term) granted under this Agreement or otherwise violates the terms of this Agreement.

7. Within forty-five (45) days from the Effective Date, Grantee shall pay the sum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) to Grantor as consideration for this Agreement.

8. (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 or Temporary Construction Easement 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 or the Temporary Construction Easement.

9. This Agreement may be amended only by written instrument executed by both parties.

10. 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 and assigns, if any, of the parties.

11. 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.

12. Each individual executing this Agreement does hereby represent that he or she has been duly authorized to sign this Agreement in the capacity and for the entities shown.

13. 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.

14. Any party may record this Agreement.

"Grantor":

Wayne Workman, Trustee of the Wayne  
Workman Family Trust

Dated:

4/24/2018

By:

Wayne Workman

Its:

Trustee WWFT.

"Grantee":

Jordan Valley Water Conservancy District

Dated:

5-29-18

By:

Richard P. Bay

Richard P. Bay  
Its General Manager/CEO

Approved By:

United States of America Department of  
Interior Bureau of Reclamation

By:

[Signature]

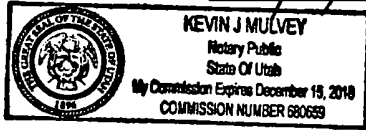
Its:

AREA MANAGER

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

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of April 2018, by Wayne Workman, Trustee

Commission expires: 12/15/18



[Signature]  
NOTARY PUBLIC  
Residing in UTAH

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

The foregoing instrument was acknowledged before me this 4 day of June, by Wayne G. Pullan

Commission expires: 4/10/19

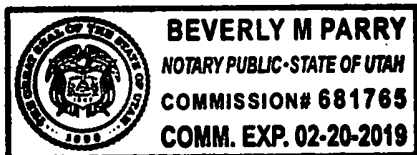


[Signature]  
NOTARY PUBLIC  
Residing in UTAH

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

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of May 2018, by Richard P. Bay as General Manager/CEO of the Jordan Valley Water Conservancy District.

Commission expires: 02-20-2019



[Signature]  
NOTARY PUBLIC  
Residing in Salt Lake County

EXHIBIT 1

A RIGHT-OF-WAY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N.00°01'20"W. ALONG THE CENTER SECTION LINE (BASIS OF BEARING), 909.46 FEET AND EAST 328.66 FEET TO THE POINT OF BEGINNING;

THENCE N.19°25'42"W. 23.36 FEET ALONG THE EAST LINE OF A STATE ROAD; THENCE S.64°22'28"E. 152.35 FEET TO THE EAST LINE OF GRANTORS PROPERTY; THENCE S.6°49'20"E. 19.56 FEET; THENCE N.64°22'28"W. 146.31 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,465 SQ. FT. OR 0.06 ACRES.

TOGETHER WITH:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N.00°01'20"W. ALONG THE CENTER SECTION LINE (BASIS OF BEARING), 779.57 FEET AND EAST 599.42 FEET TO THE WEST LINE OF GRANTORS PROPERTY AND THE POINT OF BEGINNING;

THENCE N.6°49'20"W. 19.56 FEET ALONG SAID WEST LINE; THENCE S.64°22'28"E. 20.88 FEET; THENCE S.6°47'11"E. 69.57 FEET TO A POINT OF CURVATURE OF A 91.77-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 56.62 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 35°20'54" AND BEING SUBTENDED BY A CHORD THAT BEARS S.24°27'38"E. 55.73 FEET; THENCE S.42°08'06"E. 24.96 FEET TO THE NORTH LINE OF A 80 FOOT WIDE AQUEDUCT EASEMENT; THENCE N.77°37'34"W. 28.42 FEET ALONG SAID NORTH LINE; THENCE N.42°08'06"W. 1.82 FEET TO A POINT OF CURVATURE OF A 108.27-FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 53.96 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 28°33'11" AND BEING SUBTENDED BY A CHORD THAT BEARS N.27°51'30"W. 53.40 FEET; THENCE N.77°40'11"W. 1.94 FEET TO THE WEST LINE OF GRANTORS PROPERTY; THENCE N.6°49'20"W. ALONG SAID WEST LINE 73.38 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,578 SQ. FT. OR 0.06 ACRES.

TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N.00°01'20"W. ALONG THE CENTER SECTION LINE (BASIS OF BEARING), 765.72 FEET AND EAST 618.80 FEET TO THE POINT OF BEGINNING;

THENCE S.64°22'28"E. 65.17 FEET; THENCE S.6°47'11"E. 47.57 FEET TO THE NORTH LINE OF A 60 FOOT WIDE AQUEDUCT EASEMENT; THENCE N.77°40'11"W. 56.13 FEET ALONG SAID NORTH LINE TO A NON-TANGENT 91.77-FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHERLY 19.09 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 11°55'05" AND BEING SUBTENDED BY A CHORD THAT BEARS N.12°44'43"W. 19.06 FEET; THENCE N.6°47'11"W. 45.16 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,042 SQ. FT. OR 0.07 ACRES.