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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: PSA, DEPUTY - WI 7 P.

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

[PARCEL ID # 26-21-400-001]

POWER UTILITY AND ACCESS EASEMENT AGREEMENT

This Agreement is entered into as of the 13 day of September, 2018, (the "Effective Date"), between South Valley Water Reclamation Facility, an interlocal entity organized under the laws of the State of Utah ("Grantor"), and Jordan Valley Water Conservancy District, a local district organized under the laws of the State of Utah ("Grantee").

RECITALS:

- A. Grantor owns real property in the vicinity of 7102 West 11800 South, Salt Lake County, Utah;
- B. Grantee desires to obtain from Grantor, and Grantor is willing to grant to Grantee, a perpetual utility easement together with a 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. (a) Grantor hereby grants to Grantee a power utility easement in, on, over, under, across, and through the lands of Grantor. The power utility easement is described in attached Exhibit 1 and is referred to as the "Easement Property."

(b) Grantor hereby grants to Grantee a right-of-way in, on, over, across and through the Lands of Grantor. The legal description of the right-of-way is identical to the Easement Property.

(c) The term of the utility easement and of the right-of-way within the Easement Property shall begin on the Effective Date and the term shall be perpetual.

2. (a) The Easement Property is not exclusive, and Grantor reserves the right to use, occupy, and cross the Easement Property 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 Easement Property.

(c) Neither Grantor nor Grantee shall grant additional easements, licenses or right-of-ways within the Easement Property without the prior, written consent of the other. If Grantee consents to the placement by a third party of any facilities within the Easement Property, Grantee shall have the right to modify alignments and depths of those facilities in order to maintain a corridor practical for Grantee's utilities and to ensure protection of those utilities following construction.

3. In consideration of Grantor granting the utility easement and the right-of-way within the Easement Property, 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),



with the construction, installation, operation, maintenance, inspection, repair, replacement, condition, or use of the utility easement, the right-of-way, and the utilities within the Easement Property;

(b) Release Grantor and its agents, employees, officers, 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, or use of the utility easement, the right-of-way, and the utilities within the Easement Property, provided the loss or damage was not due solely to the negligence of Grantor or its agents, employees, officers, assigns, and successors; and,

(c) Hereby acknowledge that it accesses and uses the Easement Property 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 Easement Property, except to the extent the harm, damage, or injury was caused by the reckless or intentional misconduct of Grantor.

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

5. (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 Easement Property granted it by this Agreement, without the prior written consent of Grantor.

(c) Grantee shall not grant to any third party any easement, license, Easement Property, or other interest within the Easement Property.

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

7. 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.

8. 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.

9. 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.

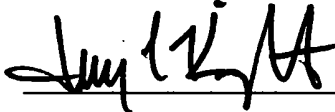
10. Any party may record this Agreement.

[SIGNATURE PAGE FOLLOWS]

"Grantor":

South Valley Water Reclamation Facility

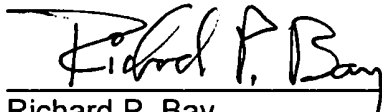
Dated: 9-13-18

By: 
Its Board Chairman

"Grantee":

Jordan Valley Water Conservancy District

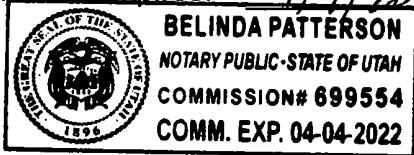
Dated: 9-11-18

By: 
Richard P. Bay
Its General Manager/CEO

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

The foregoing instrument was acknowledged before me this 13 day of September 2018, by Gerry Knight.

Commission expires: 4/4/2022

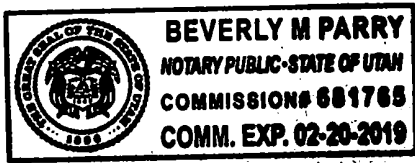


[Signature]
NOTARY PUBLIC
Residing in Salt Lake County

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

The foregoing instrument was acknowledged before me this 11th day of September 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

DESCRIPTION OF EASEMENT PROPERTY

A PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN U.S. SURVEY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 89°31'10" EAST 684.89 FEET ALONG THE SECTION LINE AND NORTH 00°28'51" EAST 142.56 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY U-111 AND SOUTH 51°34'05" EAST 32.00 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 21; CONTINUING THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES; (1) SOUTH 51°34'05" EAST 10.00 FEET; (2) SOUTH 38°25'55" WEST 15.00 FEET; (3) NORTH 51°34'05" WEST 10.00 FEET; (4) NORTH 38°25'55" EAST 15.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ACCESS FROM THE GATED OPENING LOCATED WITHIN THE PROPERTY BOUNDARY.

CONTAINS 150 SQ. FT. OR 0.003 ACRES MORE OR LESS.