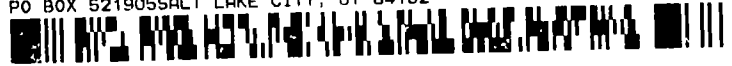


AFTER RECORDING RETURN TO:  
Big Cottonwood Lower Canal Co  
PO Box 521905  
Salt Lake City, UT 84152

14324321 B: 11538 P: 4432 Total Pages: 7  
12/12/2024 03:46 PM By: adavis Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: BIG COTTONWOOD LOWER CANAL CO  
PO BOX 521905 SALT LAKE CITY, UT 84152



## ACKNOWLEDGMENT

This ACKNOWLEDGMENT ("Acknowledgment") is entered into and made effective as of the 3rd day of October 2024\_ between Big Cottonwood Lower Canal Co, a Utah corporation ("BCLC"), and CW The Ivy, LLC, a Utah limited liability company, owner of real property ("Owner") located at The Ivy Subdivision 950 East Grape Ivy Way, Millcreek, UT 84106, collectively referred to herein as "Property") as further described in Exhibit "A," hereby incorporated hereto.

## RECITALS

WHEREAS, BCLC is an irrigation company that owns certain water rights and water easements in various locations, including in the Property ("Easements"); and

WHEREAS, Owner is a developer in the Property and will eventually subdivide the Property and sell such subdivided sections to homeowners and, if applicable, homeowner associations and future purchasers of the Property ("Homeowners"); and

WHEREAS, BCLC desires to establish its rights related to its water Easements on the Property with Owner and Homeowners, including its rights to maintain the water passages that flow through the Property, enter upon the Property and/or Homeowner's property in order to maintain, clean, and/or repair the water passages; and improve the method of carrying water through these water passages, if needed; and

WHEREAS, BCLC has the future right to modify the waterway within the Easements, if deemed necessary in BCLC's sole discretion; and

WHEREAS, Homeowners may not limit BCLC's access to the water passages on the Property for maintenance and repairs and may not interfere with BCLC's use of the water Easements or construct facilities on or in the Easements that would restrict BCLC's access to or use of the Easements; and

WHEREAS, Owner desires to enter into this acknowledgment to acknowledge the water rights of BCLC and to clarify the obligations of Homeowners regarding such water rights and to ensure such water rights are properly recorded with the land.

NOW, THEREFORE, based upon the above recitals and in consideration of the mutual covenants and promises of the parties herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Maintenance. Owner of the Property has the obligation to maintain the pipes and drainage structures put in by Owner, for improvement to BCLC, into perpetuity. When or if the Property is sold, this maintenance obligation continues and passes to the new owner(s), including, but not limited to, Homeowners and any associations.

2. Clean. Owner is to make sure that the irrigation channel on the Property, be it pipe or open ditch, is kept clean, so that irrigation water / storm waters can flow freely, and that if storm water runs into the irrigation system, that no chemicals, waste, hazardous materials, debris, roots or vegetation enters the irrigation system. By water law, owners of property that have irrigation running through their property have the obligation to maintain this water way so that water can freely flow through said property.

3. Separation Box. An oil and debris separation box must be maintained by Owner and/or Homeowners where stormwater, or other waters run off of the Property, drain off of Property roadways, or parking lots into the BCLC irrigation system. This separation box is to be maintained and inspected by Owner and/or Homeowners and cleaned so that contaminants cannot go into BCLC's irrigation system.

4. Membership. The Developer or Home Owners Association representing the Property, even if only putting water into the BCLC irrigation system, must maintain a membership(s) when storm waters are put into the irrigation system. An initial membership fee of \$1000.00 will be required upon the acceptance of this agreement. There is a yearly maintenance fee for all members. An annual maintenance fee of \$500.00 per 1 acre will be paid to BCLC. The developer will be responsible for the fee until the development is turned over to the HOA. This fee may be adjusted yearly. Failure to pay this obligation will bring judgment, penalty, legal fees, collection fees, and interest of 18% per year until the obligation is satisfied.

4.1 BCLC will be provided a billing email and physical address. Should this information change, the owner is obligated to update BCLC at bclcwater@gmail.com.

5. Approval. Changes and improvements to the water channel or Easements need to be reviewed and approved by BCLC. All connections, structures, grades, grates, and pipes, etc., need to be approved by the BCLC Water Master or an approved director (or directors). When improvements or repairs are being done, the work needs to be reported to BCLC and inspected by same before such improvements are buried. At least a 72-hour notice needs to be given so that the work can be approved. Any work that does not meet the standards of the BCLC will need to be redone or redesigned if not adequate, as determined in BCLC's sole determination. An inspection fee will be assessed depending on the extent of the work that is to be inspected.

6. Construction. The construction of the pipes/channel are to be straight and free of low spots (i.e. bellies in pipe). Grade needs to be followed to meet existing conditions as dictated by adjoining properties at both ends of the channel. A positive grade needs to be maintained so that there is drainage. Wherever there is a change in direction, a cleanout box needs to be installed so that equipment can access the pipe at the change in order to clean it. Large angles of pipe direction change need to be avoided so that water can flow without hitting excessive turns. Any significant change in direction needs to be engineered and approved in writing by BCLC Irrigation Company. Extra cleanout boxes may be required where change of direction occurs.

7. Improvement Plans. Owner is to pay for the engineering and plans for the improvements to the irrigation system. The engineer needs to size the pipe/channel to take any irrigation and or storm water flow. The engineer will be liable for proper pipe sizing.

7.1 If BCLC provides assistance in the design process, in any manner, Owner agrees to reimburse BCLC for all expenses that BCLC may incur.

8. Flooding. Any flooding due to failure of the pipes or inadequate cleaning of the pipe system will be the liability of the Property owner. Any storm water that enters piping and produces flooding will be the liability of the Property owner.

9. Repairs. The Property owner is to maintain the irrigation water way and not BCLC. Any repaired broken pipes or BCLC infrastructure put in by Owner, Homeowners, or others, will be maintained by such owner into perpetuity.

10. Maintenance Easement. A five (5) foot maintenance easement (“Maintenance Easement”) must be maintained on either side of any piping on the Property so that equipment and people can work on piping, if necessary. Exceptions to this rule must have BCLC board approval in writing.

10.1 This Maintenance Easement must be recorded on the Property plat.

10.2. This Maintenance Easement must not have invasive plants and trees on it that could damage the irrigation system and make it impossible to maintain. Any invasive plants must be removed by the Property owner if necessary and at their expense. Root and vegetative damage to the waterway is to be actively avoided.

11. Contact. The contact information for BCLC is as follows, please refer to our website BCLCwater.org to determine what district your development is in.

**Big Cottonwood Lower Canal:**

President	Tracy Thomas	801-230-4724
Consultant	Laird Ashton	801-864-6448
Treasurer	Phyllis Hall	801-864-6396

**Directors**

District 1	Randy Ridd	801-550-7804
District 2	Kameron Harper	801-588-9578
District 3	Neil Cator	801-554-5462
District 4	Daryl Bouck	801-893-1268
District 5	Tara Wion	801-809-4006
District 6	Carol Flowers (East)	801-718-6932
	Mike Lyon (West)	801-673-4125
District 7	Kristy Cottrell	801-520-8842
District 8	Tyler Mitchell	801-718-6363

12. Miscellaneous.

12.1 Benefit. This Acknowledgment shall insure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

12.2 Entire Agreement. This Acknowledgment and Exhibit hereto supersede all other acknowledgments, written or oral agreements that may have been made or entered into by the parties hereto concerning the subject matter hereof. All Exhibits are made a part of this Acknowledgment by reference. This Acknowledgment is intended to state the entire understanding of the parties regarding the subject matter herein. Nothing expressed or implied in this Acknowledgment is intended or shall be construed so as to grant or confer on any person, firm or corporation other than the parties hereto, any rights or privileges hereunder.

12.3 Costs and Attorney's Fees. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Acknowledgment or in connection with any of the provisions of this Acknowledgment, the successful or prevailing party or parties shall be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

12.4 Severability. In the event that any provision of this Acknowledgment shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such enforceable or invalidity shall not render this Acknowledgment unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.

12.5 Waiver. The failure of either party to enforce, at any time or for any period of time, any provision of this acknowledgment shall not be construed to be a waiver of such provision or of the right of such party thereafter to enforce such provision.

12.6 Amendment. This Acknowledgment may be amended only by a written instrument signed by duly authorized representatives of all of the parties.

12.7 Headings. The paragraph headings appearing in this acknowledgment are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such paragraph or in any way affect such paragraph.

12.8 Governing Law. The validity, enforcement, construction, rights and liabilities of the parties and provisions of this Acknowledgment shall be governed by and interpreted in accordance with the laws of the State of Utah.

12.9 Authority. The person(s) signing below warrant that he/she/they is/are authorized to enter into this Acknowledgment on behalf of his/her/their respective principal(s) identified below and that by his/her/their signature(s) he/she/they bind such principal(s) to this Acknowledgment.

*(Remainder of page intentionally left blank; signature to follow)*

IN WITNESS WHEREOF, and by its signature below, the Owner hereto acknowledges that it has read, understands, and agrees to all of the terms and provisions of this Acknowledgment and have caused this Acknowledgment to be executed as of the date first above written with the full authority of the Company or Principal it represents, if any.

**OWNER:**

CW The Ivy, LLC:  
By: *Darlene Carter*  
(Authorized Signature)

Print Name: Darlene Carter

Its: CEO

**CORPORATE ACKNOWLEDGMENT**

STATE OF Utah )  
COUNTY OF Davis )

On the 22nd day of November, 20 24, personally appeared before me Darlene Carter, who being duly sworn, did say that he/she is the CEO of the corporation/limited liability company that executed the above and foregoing instrument, and that said instrument was signed in behalf of said corporation/limited liability company by authority of a resolution of its Board of Directors/Members, and said Darlene Carter acknowledged to me that said corporation/limited liability company executed the same.

Notary Public *Kira Clawson*

My Commission Expires: July 15, 2028



Residing at: Kaysville, Utah

**EXHIBIT "A"**  
**PROPERTY DESCRIPTIONS**

The real property referenced in the attached Acknowledgment are as follows:

<b>PARCEL NUMBER</b>	<b>STREET ADDRESS</b>	<b>LEGAL DESCRIPTION*</b>
16-32-328-015	Parcel # 1 944 E Grape Ivy Way Salt Lake City UT 84106	<b>BEGINNING EAST 281 FEET FROM THE SOUTHWEST CORNER OF LOT 3, BLOCK 21, TEN ACRE PLAT "A", BIG FIELD SURVEY; RUNNING THENCE NORTH 164 FEET; THENCE EAST 75 FEET; THENCE SOUTH 164 FEET; THENCE WEST 75 FEET TO THE POINT OF BEGINNING.</b>
16-32-328-019	Parcel 1A & Parcel 2: 944 E Grape Ivy Way Salt Lake City UT 84106	<b>1A: BEGINNING NORTH 164 FEET AND EAST 281 FEET FROM THE SOUTHWEST CORNER OF LOT 3, BLOCK 21, TEN ACRE PLAT "A", BIG FIELD SURVEY; AND RUNNING THENCE EAST 48.5 FEET, MORE OR LESS; THENCE NORTH 30 FEET; THENCE WEST 49 FEET, MORE OR LESS; THENCE SOUTH 30 FEET TO THE POINT OF BEGINNING. 2: BEGINNING NORTH 164 FEET AND EAST 281 FEET FROM THE SOUTHWEST CORNER OF LOT 3, BLOCK 21, TEN ACRE PLAT "A", BIG FIELD SURVEY; AND RUNNING THENCE EAST 48.5 FEET, MORE OR LESS; THENCE NORTH 30 FEET; THENCE WEST 49 FEET, MORE OR LESS; THENCE SOUTH 30 FEET TO THE POINT OF BEGINNING.</b>
16-32-328-004	Parcel 3: 950 E Grape Ivy Way, Salt Lake City, UT 84106	<b>BEGINNING 356.0 FEET EAST AT THE SOUTHWEST CORNER OF LOT 3, BLOCK 21, TEN ACRE PLAT "A", BIG FIELD SURVEY AND RUNNING THENCE NORTH 165.0 FEET; THENCE EAST 100.0 FEET; THENCE SOUTH 164.0 FEET; THENCE WEST 100.0 FEET TO THE PLACE OF BEGINNING. ALSO: BEGINNING 456.0 FEET EAST OF THE SOUTHWEST CORNER OF LOT 3, BLOCK 21, TEN ACRE PLAT "A", BIG FIELD SURVEY AND RUNNING THENCE NORTH 164.0 FEET; THENCE EAST 50.0 FEET; THENCE SOUTH 164.0 FEET; THENCE WEST 50.0 FEET TO THE PLACE OF BEGINNING. LESS AND EXCEPTING: BEGINNING AT A POINT 356.0 FEET EAST AND NORTH 164.0 FEET FROM THE SOUTHWEST CORNER OF LOT 3, BLOCK 21, TEN</b>

		<p><b>ACRE PLAT "A", BIG FIELD SURVEY AND RUNNING THENCE NORTH 1.0 FOOT; THENCE EAST 100.0 FEET; THENCE SOUTH 1.0 FOOT; THENCE WEST 100.0 FEET TO THE POINT OF BEGINNING.</b></p>
<p>16-32-328-005</p>	<p>Parcel 4: 950 E Grape Ivy Way, Salt Lake City, UT 84106</p>	<p><b>4: COMMENCING 506 FEET EAST FROM THE SOUTHWEST CORNER OF LOT 3, BLOCK 21, TEN ACRE PLAT "A", BIG FIELD SURVEY AND RUNNING THENCE NORTH 164 FEET; THENCE EAST 83.14 FEET; THENCE SOUTH 164 FEET; THENCE WEST 83.14 FEET TO BE BEGINNING.</b></p> <p><b>4A: TOGETHER WITH A 30 FOOT RIGHT OF WAY OVER THE FOLLOWING DESCRIBED PROPERTY: BEGINNING 163.7 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 3 AND RUNNING NORTH 30 FEET; THENCE EAST 589.14 FEET; THENCE SOUTH 30 FEET; THENCE WEST 589.14 FEET TO THE PLACE OF BEGINNING.</b></p>

\*According to the official plat thereof on file and of record in the Salt Lake County Recorder's Office as of the date of this Acknowledgment.