

WHEN RECORDED MAIL TO:

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



ENT 2984:2015 PG 1 of 7  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2015 Jan 14 1:10 pm FEE 0.00 BY SS  
RECORDED FOR JORDAN VALLEY WATER CONSERV

[PARCEL ID #58-021-0096]

TEMPORARY CONSTRUCTION EASEMENT

This Agreement is made this 13 day of January, 2015 (the "Effective Date"), between Paul W. Hardman and Westerly Properties, LLC, a Delaware limited liability company (collectively, "Grantor"), and the Jordan Valley Water Conservancy District, a water conservancy district organized under the laws of the State of Utah ("Grantee").

RECITALS:

- A. Grantee is authorized by law to obtain temporary easements for construction purposes;
- B. Grantee intends to construct water pipeline(s), a municipal water meter station, and associated water system equipment and facilities (collectively referred to as "Pipelines") within the public right-of-way adjacent to and contiguous with lands of Grantor; and,
- C. Grantee desires to obtain from Grantor and Grantor is willing to grant to Grantee a temporary construction easement (the "Temporary Construction Easement"), consistent with the terms set forth in this Agreement.

TERMS:

The parties agree as follows:

1. Grantor hereby grants to Grantee, and to Grantee's contractor(s) and consultant(s), a Temporary Construction Easement in, on, over, under, across, and through the lands of Grantor as described in Exhibit 1 for (i) vehicular and pedestrian access, ingress, and egress to and from adjacent property owned by other property owners; (ii) storage of construction equipment and materials, and for construction staging; and, (iii) construction and installation of underground pipelines within the public utility and irrigation easement on the Property. The Temporary Construction Easement is described in attached Exhibit 1.

2. The term of the Temporary Construction Easement shall begin on the Effective Date and it shall expire without further notice or condition upon the first to occur of the following: (i) completion of Grantee's construction of the Pipelines; or (ii) December 31, 2016.

3. (a) Before the expiration of the Temporary Construction Easement, Grantee, at its sole expense, shall refill all excavations made by Grantee, grade and replace soil, re-sod the area, replace and/or repair irrigation systems, and otherwise restore the Temporary Construction Easement as near as reasonably possible to its pre-construction condition.

(b) Without the prior written permission of Grantor, the construction of Grantee's Pipelines shall not diminish the volume of irrigation water available to irrigate the real property currently irrigated by Grantor, nor result in a significant change in the location of diversion. In the event Grantee's construction occurs during the irrigation season (April 15th through October 15th) and will result in a diminishment, or a significant change in

location of diversion, Grantee shall provide a means of irrigating Grantor's real property until Grantee's successful, final testing of the Pipelines and restoration of the surface of the Easement Property. Any temporary means of irrigating Grantor's property shall be provided by Grantee at its sole expense and to the reasonable satisfaction of Grantor.

4. Grantor shall have and maintain the right to occupy and to use the Temporary Construction Easement, consistent with the terms of this Agreement.

5. Grantee shall not grant additional easements, licenses, or right-of-ways within the Easement Property without the prior written consent of Grantor, which consent shall not be unreasonably withheld.

6. Within forty-five (45) days from the date Grantor executes this Agreement, Grantee shall pay the sum of Forty Five Thousand Three Hundred and 00/100 Dollars (\$45,300.00) to Grantor as consideration for this Agreement.

7. Grantee shall not assign this Agreement, any of its rights under this Agreement, and the easement granted it by this Agreement without the prior written consent of Grantor.

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

9. 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 permitted assigns of the parties.

10. 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.

11. 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.

12. 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.

13. Any party may record this Agreement.

"Grantor":

Paul W. Hardman

Dated: 1-8-15

Paul W. Hardman

"Grantor":

Westerly Properties, LLC

Dated: 1-8-15

By: Paul W. Hardman

Its: Manager

"Grantee":

Jordan Valley Water Conservancy District

Dated: 1-13-2015

By: Philip P. Bay

Its: General Manager/GEO

STATE OF UTAH )  
 :SS.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of January, 2015, by Paul W. Hardman.

Lorrie A Cowles  
Notary Public



STATE OF UTAH )  
 :SS.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of January, 2015, by Paul W Hardman as Manager of Westerly Properties, LLC.

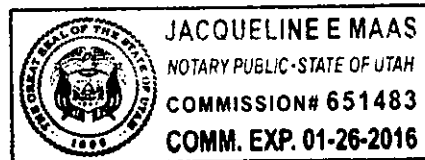
Lorrie A Cowles  
Notary Public



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

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of January 2015, by Richard P. Bay as General Manager of the Jordan Valley Water Conservancy District.

Jacqueline E. Maas  
Notary Public



## EXHIBIT 1

## DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT

Serial ID: 58:021:0096

Parcel No: CPP-3860:8:TE

A temporary easement being part of an entire tract being located in the Northeast Quarter of the Southwest Quarter of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah, described as follows:

COMMENCING at the northwest corner of the Southwest Quarter of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North  $89^{\circ}32'18''$  East 1764.51 feet along the north line of said Southwest Quarter; thence South  $00^{\circ}16'32''$  East 228.44 feet to a point on the southerly right of way of 2100 North Street, Utah Department of Transportation Project MP-R399(41), and the north boundary of said tract, said point being the point of BEGINNING and running thence South  $00^{\circ}16'32''$  East 98.13 feet to a point 60.00 feet perpendicularly distant westerly from the centerline of the Utah Lake Distributing Canal as described in a Notice of Right of Way recorded as Entry Number 30678:1984; thence parallel with said canal centerline the following four (4) courses: (1) South  $22^{\circ}45'02''$  West 367.70 feet to a point on a 460.00 feet radius curve to the left; (2) southerly 184.92 feet along the arc of said curve through a central angle of  $23^{\circ}02'00''$ , said arc having a chord bearing South  $11^{\circ}14'02''$  West 183.68 feet; (3) South  $00^{\circ}16'58''$  East 352.90 feet to a point on a 860.00 feet radius curve to the left; and (4) southerly 131.04 feet along the arc of said curve through a central angle of  $08^{\circ}43'49''$ , said arc having a chord bearing South  $04^{\circ}38'53''$  East 130.91 feet to a point on the north boundary of Lot 1, Country Mile Plat A subdivision, and the south boundary of said entire tract, said point being North  $00^{\circ}17'58''$  West 1328.81 feet along the east line of said Southwest Quarter and South  $89^{\circ}35'25''$  West 1061.87 feet along the north boundary of said Lot 1 from the south quarter corner of said Section 2; thence South  $89^{\circ}35'25''$  West 50.54 feet along said north boundary to a point on a non-tangent 910.00 feet radius curve to the right, said point being 110.00 feet perpendicularly distant westerly from said canal centerline; thence parallel with said canal centerline the following four (4) courses: (1) northerly 131.10 feet along the arc of said curve through a central angle of  $08^{\circ}15'15''$ , said arc having a chord bearing North  $04^{\circ}24'36''$  West 130.98 feet; (2) North  $00^{\circ}16'58''$  West 352.90 feet to a point on a 510.00 feet radius curve to the right; (3) northerly 205.02 feet along the arc of said curve through a central angle of  $23^{\circ}02'00''$ , said arc having a chord bearing North  $11^{\circ}14'02''$  East 203.65 feet; and (4) North  $22^{\circ}45'02''$  East 357.51 feet; thence North  $00^{\circ}16'32''$  West 83.73 feet to the southerly right of way of said 2100 North Street; thence North  $84^{\circ}54'28''$  East 50.18 feet along said southerly right of way to the point of BEGINNING, containing 56626 square feet or 1.300 acres.