

Tab 3

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: April 8, 2024

Agenda Item: Consider approval of easement agreement with AJ Rock development

Objective: Seek approval of a modified easement agreement to permit development-associated modifications to the SLA Corridor.

Background: On June 12, 2023, the board approved an easement agreement with AJ Rock for grading, landscaping, trails, a public road, a private road, and associated utilities within the SLA Corridor. This item is being brought before the board again for two reasons:

1. The easement agreement includes substantive changes from the original, and
2. The board requested a look at the final site design once available, including trails.

A few key components of the agreement include

1. The description for the SLA Corridor was rewritten to define the corridor as 100 feet wide (resolving a gap and some concerns with the previous legal description). This results in a small portion of abandoned easement (see attached site plan).
2. The developer will construct pipe casings for the future SLA and SLAR within the SLA Corridor. These casings will reserve and protect the alignment and depth from other uses.
3. The developer will relocate a portion of the blow-off pipe.

The agreement was reviewed and is ready for signature by all other parties, including Cottonwood Heights City. Due to the timing of finalizing the agreement and previous board action on this application, this agenda item was not discussed with the Engineering Committee.

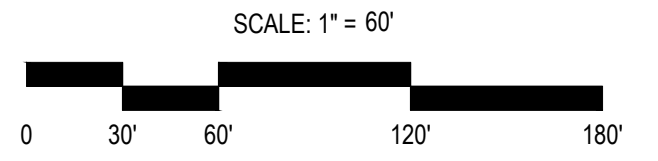
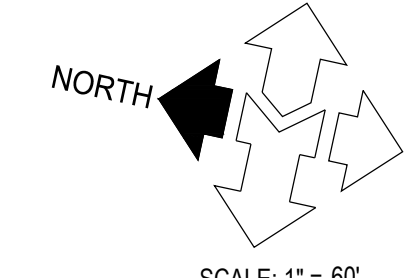
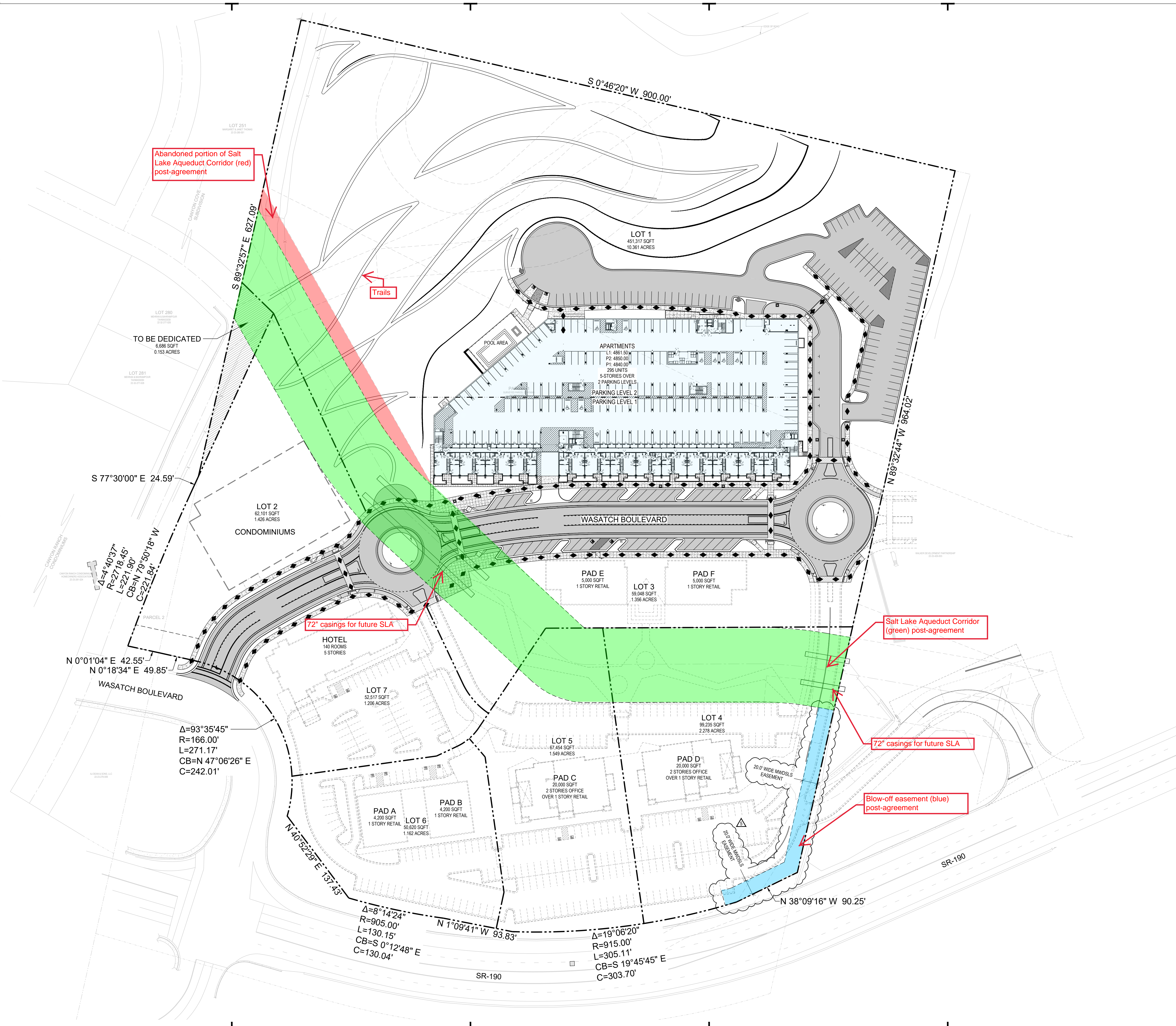
Committee Activity: The Engineering Committee has not recently discussed this item.

Recommendation: Staff recommends approval of the Easement Agreement, with minor modifications as may be required and approved by the District's General Manager and counsel.

Attachments:

- Site Plan
- Easement Agreement
- Cash Bond Agreement
- Joint Closing Instruction Letter
- Notice of Partial Abandonment and Termination of SLA Easement

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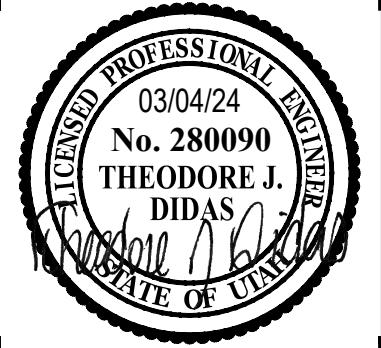
PERVIOUS & IMPERVIOUS SUMMARY

DESCRIPTION	AREA (SQFT)
IMPERVIOUS AREA	467,956
PERVIOUS AREA	476,886
TOTAL AREA	944,842

GENERAL NOTES:

- SEE ARCHITECTURAL SITE PLAN FOR ADDITIONAL INFORMATION.
- SEE LANDSCAPE PLANS FOR IRRIGATION AND PLANTING.
- ALL WORK TO COMPLY WITH COTTONWOOD HEIGHTS STANDARDS AND SPECIFICATIONS.
- ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
- ◆ ◆ ◆ ACCESSIBLE ROUTE WITH MAXIMUM 14% CROSS-SLOPE AND MAXIMUM 1:20 RUNNING-SLOPE.

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WASATCH ROCK - PHASE 1
6695 WASATCH BOULEVARD
 COTTONWOOD HEIGHTS, UT
 LOCATED IN THE SOUTHEAST 1/4 OF SECTION 23, T2S, R1E, SLB&M

REVISIONS

REV	DATE	DESCRIPTION
1	03/30/23	CITY AND UTILITY COMMENTS
2	09/06/23	SITE AND UTILITY REVISIONS
3	01/17/24	CITY AND UTILITY COMMENTS

PROJECT NO: 21650
 DRAWN BY: JHF
 CHECKED BY: TJD
 DATE: MAR. 11, 2022

Blue Stakes of UTAH811
 NOTICE!
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

SITE PLAN - OVERALL
C1.00

When Recorded Return to:
Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093-2139

Application No.: S-18-1393
Version: 01-23-24

PARCEL NO.: 22-23-426-001

EASEMENT AGREEMENT
(Salt Lake Aqueduct)

THIS EASEMENT AGREEMENT (“Agreement”) is entered into effective this _____ day of _____, 2024, between Metropolitan Water District of Salt Lake & Sandy, a political subdivision of the State of Utah (“District”), AJ Rock LLC, a Utah limited liability company (“AJ Rock”), and Cottonwood Heights City (“City”).

AGREEMENT PURPOSES/RECITALS

AJ Rock is the owner of certain real property located in Salt Lake County, Cottonwood Heights City, Utah, located approximately at 6695 South Wasatch Blvd., Cottonwood Heights, Utah, and more particularly described on Exhibit 1 (the “AJ Rock Property”). AJ Rock intends to design and construct a mixed-use project on the AJ Rock Property, comprised of an apartment building, condominium building, hotel, commercial pads, and related roads, parking, utilities, trails, and open space known as “Wasatch Rock” (the “Project”).

District owns and operates the Salt Lake Aqueduct (“SLA”) and certain improvements (all manner of works, equipment, facilities and infrastructure) appurtenant to the SLA, a portion of which runs through the AJ Rock Property. The term “SLA” is intended throughout this document to refer to the existing aqueduct and its future replacement or replacements. District is a political subdivision of the State of Utah responsible for transporting and treating public water, and as such, District is engaged in protecting the SLA, the corridor in which the SLA is located (the “SLA Corridor”), District improvements and operations, and District water.

The SLA was constructed between 1939 and 1951. The easement for the SLA through the AJ Rock Property was originally acquired by Warranty Deed of Easement recorded May 20, 1948 as Entry 1121711, Book 610, and Page 416 with the Salt Lake County Recorder. Gravel pit excavation activities on the AJ Rock Property led to relocation of the SLA in or around 1985. The relocated SLA is located within an easement on the AJ Rock Property acquired by Warranty Deed (Easement) recorded December 6, 1985 as Entry 4173234, Book 5715, Pages 2367 to 2369 (“1985 Easement”). The 1985 Easement includes prohibitions on adding or removing material and the placement of trees, structures, or improvements within the 1985 Easement. The 1985 Easement was conveyed from the United States of America to District by Quit Claim Deed

recorded November 7, 2012 as Entry 11510034, Book 10075, Pages 1862 to 1882 with the Salt Lake County Recorder.

Relocation of the SLA in 1985 created a low point in the pipeline that required a blow-off to be installed to drain the SLA. That blow-off pipe was installed within a 20-foot wide easement originally acquired by Warranty Deed (Easement) recorded December 12, 1985 as Entry 4175930, Book 5717, Pages 1439 to 1441 (“1985 Blow-off Easement”). The 1985 Blow-off Easement includes prohibitions on adding or removing material and the installation, construction, or maintenance of trees, structures, or improvements within the 1985 Blow-off Easement. The United States of America is obligated to convey the 1985 Blow-off Easement to District, pursuant to section 3(b) of the Provo River Project Transfer Act, Pub. L. 108-382, October 30, 2004, and pursuant to the Agreement referenced in section 2(1) of that Act. District is currently working to formalize that conveyance.

Use of the 1985 Easement by A.J. Dean and Sons and Big Cottonwood Sand and Gravel, Inc. (collectively “AJ Dean”) is discussed in Contract No. 6-07-41-L0250 between the United States of America and AJ Dean. That agreement allows AJ Dean to operate and maintain then-existing conveyors and other gravel removal equipment that was then-located within the 1985 Easement. That contract will expire on March 26, 2036 and is subject to termination for nonuse of the stated equipment for a period of two continuous years.

Portions of the Project will encroach upon the SLA Corridor, and such development will require substantial grading on the AJ Rock Property.

The preliminary subdivision plat for the Project is attached as Exhibit 2. A description of the Plans for Wasatch Rock – Phase 1 are those certain construction plans prepared by McNeil Engineering as Project No. 21650 and dated March 11, 2022, which are incorporated by reference as part of this Agreement (“Phase 1 Plans”). As provided in Section 3.b., any modifications to such plans and specifications that affect or impact the land within the District Easements or near enough to that land to affect or impact the land within the District Easements must be approved in writing by City and District in advance of the work performed.

The District consents to and approves the development and construction of the Project and its encroachment upon the SLA Corridor under the terms and conditions of this Agreement.

This Agreement does not purport to satisfy any legal requirement other than District policies. AJ Rock is solely responsible to obtain and maintain all other required agreements, permits, licenses, and approvals, including any necessary planning or zoning or any other approvals. District has not agreed to provide any assistance to AJ Rock in understanding or meeting these other requirements.

AGREEMENT TERMS AND CONDITIONS

The parties agree as follows:

1. District Easements Over AJ Rock Property.

a. SLA Easement. The Parties hereby agree that, from and after the date hereof, the District's easement for the SLA on the AJ Rock Property is the following-described area:

A 100.00-FOOT-WIDE REALIGNMENT OF THE SALT LAKE AQUEDUCT EASEMENT, FIRST GRANTED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 6, 1985 AS ENTRY NO. 4173234 IN BOOK 5715, AT PAGE 2367, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID EASEMENT BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID EASEMENT ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING NORTH 89°32'57" WEST 261.05 FEET FROM THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 48°08'30" WEST 305.86 FEET TO A POINT ON A 460.00-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC SAID CURVE 139.96 FEET, THROUGH A CENTRAL ANGLE OF 17°26'00", CHORD BEARS SOUTH 39°25'30" WEST 139.42 FEET; THENCE SOUTH 30°42'30" WEST 269.00 FEET TO A POINT ON A 8.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 6.03 FEET, THROUGH A CENTRAL ANGLE OF 43°11'00", CHORD BEARS SOUTH 09°07'00" WEST 5.89 FEET; THENCE SOUTH 12°28'30" EAST 226.24 FEET TO A POINT ON A 540.00 FOOT-RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 95.03 FEET, THROUGH A CENTRAL ANGLE OF 10°05'00", CHORD BEARS SOUTH 07°26'00" EAST 94.91 FEET; THENCE SOUTH 02°23'30" EAST 33.02 FEET TO THE SOUTHERLY LINE OF THE GRANTOR'S PROPERTY; THENCE NORTH 89°32'44" WEST ALONG SAID SOUTHERLY LINE 100.12 FEET; THENCE NORTH 02°23'30" WEST 28.05 FEET TO A POINT ON A 440.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 77.43 FEET, THROUGH A CENTRAL ANGLE OF 10°05'00", CHORD BEARS NORTH 07°26'00" WEST 77.33 FEET; THENCE NORTH 12°28'30" WEST 226.24 FEET TO A POINT ON A 108.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 81.40 FEET, THROUGH A CENTRAL ANGLE OF 43°11'00", CHORD BEARS NORTH 09°07'00" EAST 79.49 FEET; THENCE NORTH 30°42'30" EAST 269.00 FEET TO A POINT ON A 560.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 170.39 FEET, THROUGH A CENTRAL ANGLE OF 17°26'00", CHORD BEARS NORTH 39°25'30" EAST 169.73 FEET; THENCE NORTH 48°08'30" EAST 195.99 FEET; THENCE SOUTH 89°32'57" EAST ALONG SAID NORTHERLY LINE 148.56 FEET TO THE POINT OF BEGINNING.

for the purposes described and as provided in this Agreement (the “SLA Easement”).

To the extent District already has such easement rights under the 1985 Easement, District hereby reserves such easement rights, and AJ Rock hereby confirms such easement rights. To the extent District does not already have such easement rights under the 1985 Easement, AJ Rock hereby grants such easement rights to District. To the extent that District has easement rights on, over or across the AJ Rock Property under the 1985 Easement that are over and beyond those described in this Agreement, District hereby abandons such easement rights.

The SLA Easement is depicted on the preliminary subdivision plat (Exhibit 2) and will be depicted on the final subdivision plat(s) for all phases of the Project, as applicable, in a form reasonably approved in writing by District in advance of recording, with the depiction referencing the recording information for this Easement Agreement.

b. Blow-off Easement. The Parties hereby agree the District’s easement for the New Blow-off pipeline described in Paragraph 6(a) on the AJ Rock Property is the following-described area:

A 20.00-FOOT-WIDE BLOW-OFF EASEMENT LOCATED ON A PARCEL OF LAND GRANTED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED MARCH 21, 2018 AS ENTRY NO. 12737919, IN BOOK 10657, AT PAGE 4280, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID EASEMENT BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID EASEMENT ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID PARCEL OF LAND GRANTED IN SAID SPECIAL WARRANTY DEED, SAID POINT BEING SOUTH 00°46’20” WEST 900.00 FEET ALONG THE SECTION LINE AND NORTH 89°32’44” WEST 741.18 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 23, AND RUNNING THENCE NORTH 89°32’44” WEST 222.84 FEET ALONG THE SOUTH LINE OF SAID PARCEL TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE NORTH 38°09’16” WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF WASATCH BOULEVARD 90.25 FEET TO A POINT ON A 915.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 16.20 FEET, THROUGH A CENTRAL ANGLE OF 01°00’52”, CHORD BEARS NORTH 28°48’29” WEST 16.20 FEET; THENCE NORTH 61°41’57” EAST 20.00 FEET TO A POINT ON A 895.00 FOOT NON-TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 14.31 FEET, THROUGH A CENTRAL ANGLE OF 00°54’58”, CHORD BEARS SOUTH 28°45’32” EAST 14.31 FEET; THENCE SOUTH 38°09’16” EAST 79.07

FEET; THENCE SOUTH 89°32'44" EAST 212.22 FEET; THENCE SOUTH 02°23'30" EAST 20.02 FEET TO THE POINT OF BEGINNING.

for the purposes described and as provided in this Agreement (the "Blow-off Easement").

To the extent District already has such easement rights under the 1985 Blow-off Easement, District hereby reserves such easement rights, and AJ Rock hereby confirms such easement rights. To the extent District does not already have such easement rights under the 1985 Blow-off Easement, AJ Rock hereby grants such easement rights to District. To the extent that District has easement rights on, over or across the AJ Rock Property under the 1985 Blow-off Easement that are over and beyond those described in this Agreement, effective upon acceptance by District of the New Blow-off pipeline constructed by AJ Rock described in Paragraph 6(a), District shall abandon such interests in the 1985 Blow-off Easement and the existing Blow-off. To do so, District will execute and record in the official records of the Salt Lake County Recorder a notice of abandonment and termination in substantially the same form attached as Exhibit 3.

The Blow-off Easement is depicted on the preliminary subdivision plat (Exhibit 2) and will be depicted on the final subdivision plat(s) for all phases of the Project in a form reasonably approved in writing by District in advance of recording, with the depiction referencing the recording information for this Easement Agreement.

c. Depiction of the District Easements. The SLA Easement and the Blow-off Easement described above are collectively referred to as the "District Easements." The location of the District Easements and the location of the 1985 Easement and the 1985 Blow-off Easement are depicted on Exhibit 4. The portions of the 1985 Easement and the 1985 Blow-off Easement that are outside of the District Easements are or will be abandoned as provided in Paragraphs 1(a) and (b). As a result of this Agreement, upon abandonment of the 1985 Blow-off Easement as described in Paragraph 1(b), the only portion of the AJ Rock Property that will be encumbered by an easement in favor of the District is the area shown within the District Easements.

2. Agreement as to District's Use of AJ Rock Property Subject to the District Easements.

a. SLA Easement. As to the portion of the AJ Rock Property subject to the SLA Easement, the parties agree that District shall have the right to survey, plan, layout, construct, use, operate, inspect, maintain, repair, replace, and improve the SLA, or its replacement or replacements, and related improvements on, over, and under the SLA Easement.

b. Blow-off Easement. As to the portion of the AJ Rock Property subject to the Blow-off Easement, the parties agree that District shall have the right to survey, plan, layout, install, use, operate, inspect, maintain, repair, replace, and improve the New Blow-off, or its replacement or replacements, and related improvements on, over, and under the Blow-off Easement.

c. Restoration. In the event use of the District Easements by District or its employees or contractors causes material damage to the land within the District Easements, District shall, at its sole expense, restore the ground surface affected to approximate grade and compaction only, except as may be necessary to accommodate any District improvements related to the SLA. Such restoration by District shall be performed reasonably promptly as weather allows such work to be accomplished efficiently. Replacement of all other disturbed uses within the SLA Easement shall be the responsibility of AJ Rock, City, or their respective successors. Except in the case of an emergency or imminent risk of bodily injury or damage to District improvements, whenever reasonably practicable, District shall minimize the impact to the AJ Rock Property located outside of the District Easements and AJ Rock improvements located outside of the District Easements, and shall be solely responsible, at its expense, to repair and restore any damage to the AJ Rock Property outside of the District Easements and AJ Rock improvements located outside of the District Easements.

d. Notice. Except in the case of an emergency or imminent threat of harm to persons, property, or the District's facilities, the District will provide notice to AJ Rock and the City not less than two (2) weeks prior to any construction work by the District or its contractors that may cause damage to the AJ Rock Property. The District may deliver such notice via E-mail as provided in Section 15 below.

3. AJ Rock Uses of the AJ Rock Property Subject to the District Easements.

a. Approved Uses. AJ Rock may use the portion of the AJ Rock Property subject to the District Easements for the following:

i. landscaping, including edging, gardening, planter boxes, free-sitting pavers, organic or gravel mulch, shrubs less than four feet tall when mature, landscape rock no greater than 36 inches in any direction, irrigation systems with a quickly accessible shutoff valve outside the land subject to the District Easements, and turf;

ii. public trails;

iii. picnic chairs and tables that can be quickly removed without excavation and without mechanized equipment;

iv. unreinforced concrete, asphalt or other unreinforced paving or flatwork;

v. roadways, including sidewalk, curb, and gutter, limited to the extension of Wasatch Boulevard and a future private road as shown on Exhibit 2;

vi. buried utilities within the land subject to the District Easements, so long as any new utility is perpendicular to the SLA or the New Blow-off at 90 degrees whenever practicable and not less than 60 degrees throughout the respective easement area; maintains at least 18 inches of vertical clearance from the SLA and New Blow-off; and has a metallic location strip. Utilities shall be a minimum of 15 feet horizontally distant from the SLA except

as required to cross the SLA and a minimum of 10 feet horizontally distant from the New Blow-off. Any metal pipe or high voltage power lines in close proximity to the SLA and New Blow-off must have appropriate corrosion protection measures that provide protection of the SLA and New Blow-off. Above-ground appurtenances related to additional buried utilities shall not be installed within the land subject to the District Easements.

AJ Rock shall not place any other structures or improvements of any nature within the District Easements or make any material changes to the ground elevation within the District Easements without the prior written consent of the District, which consent shall not be withheld unless, in the District's good faith judgment, the proposed structure, improvement, or ground elevation change may present risk to the SLA or New Blow-off, or may make the District's enjoyment of the District Easements more expensive or more time consuming.

Notwithstanding anything herein to the contrary, trees, water features, and permanent structures or any part thereof, including footing, foundation, or overhang, shall not be placed within the land subject to the District Easements.

b. Phase 1. As part of Phase 1 of the Project, AJ Rock may use the portion of the AJ Rock Property within the District Easements for construction of an extension of the Wasatch Blvd. roadway, including a roundabout, and associated curb, gutter, and sidewalk; public trails; and utilities, including an 18-inch storm drain, 12-inch culinary water pipeline, and 12-inch sewer pipeline, as shown in the Phase 1 Plans. AJ Rock shall develop the property within the District Easements in Phase 1 as expressly described in the Phase 1 Plans. Any modifications to such plans and specifications that affect or impact the land within the District Easements or near enough to that land to affect or impact the land within the District Easements must be approved in writing by City and District in advance of the work being performed.

c. Future Project Phases. Future phases for the Project that include any portion of the land within the District Easements shall first receive written authorization from District and City in the form of an addendum to this Agreement. The requirements of this Agreement shall apply to all future phases of the Project to the extent such phases affect or impact the land within the District Easements or near enough to that land to affect or impact the District Easements.

d. Responsibility for Added Costs. Any increase in the cost to reconstruct, operate, maintain, and repair the SLA or its replacement or replacements, and related infrastructure that may result from the development shall be borne by AJ Rock, subject to the District's delivery to AJ Rock of supporting documentation and information evidencing such increase in costs.

e. **Notwithstanding anything written in this Agreement, no permission is intended to be given to: 1) adversely impact in any respect District improvements, or 2) introduce any substance into District improvements or water, or 3) adversely impact in any respect District's operations.**

4. Use of the AJ Rock Property Subject to the District Easements by Others.

a. Roadways and Utilities. Wasatch Boulevard will be a public roadway, dedicated to the City subject to the District Easements. Remaining Project roadways are anticipated to be private. In the event any Project roadways will be public roadways and are located on, over or within the District Easements, they will be dedicated to the City subject to the District Easements. The obligations for reasonable maintenance of the private roads and common areas to prevent interference with the enjoyment of the District Easements shall run with the AJ Rock Property as portions of the AJ Rock Property are conveyed. The obligations for reasonable maintenance of the private roads and common areas may be delegated to a property owners association so long as the property owners remain responsible for the same in the event of failure of the property owners association to perform. The parties anticipate third-party utilities will be installed within Wasatch Boulevard and the private roadways. AJ Rock, City, and their successors shall ensure that such third-party utilities comply with the requirements in Paragraph 3, above. AJ Rock, City, and their successors shall notify District in writing prior to the installation of third-party utilities within the District Easements. District reserves the right to require third parties to modify design of such utilities to be in compliance with District and other generally accepted requirements and District agrees not to unreasonably withhold, condition, or delay its approval of such utilities.

b. No Other Uses. Other third-party uses of the AJ Rock Property subject to the District Easements are not permitted.

5. AJ Rock to Install Casings for Future SLA Pipelines. District is in the early planning stages of replacement of the SLA, which may involve two pipelines within the SLA Easement. AJ Rock and District have cooperated to forecast the location of these replacements. AJ Rock has agreed to install 78-inch diameter pipe casings (the “Casings”) as shown in the Phase 1 Plans to reserve the space from future underground utilities and for the replacement or relocation of the new SLA. They have done so in an effort to minimize and limit the damage to the Project and Project improvements in connection with the installation and/or replacement of a new pipeline within the SLA Easement.

a. Construction. The Casings shall be located as shown in the Phase 1 Plans. The Casings will be constructed in a manner consistent with plans, specifications, and construction contracts, all approved by District in writing in advance of construction, which approval shall not be unreasonably withheld, conditioned, or delayed.

b. Acceptance and Conveyance. AJ Rock may periodically request that the District inspect the installation of the Casings throughout the construction process for the purpose of reasonably alerting AJ Rock of any apparent defects or violations of this Agreement or the plans, specifications, and construction contracts for the Casings observed during such inspections. The District will perform such inspections within 5 business days from the date of the request, unless AJ Rock has granted a reasonable extension, which extension may not be unreasonably withheld, conditioned or delayed. District will act in good faith but otherwise makes no warranty as to such inspections. District will accept the Casings in writing upon final completion, as reasonably determined by District. Until acceptance in writing of the Casings by District, AJ Rock will be solely responsible for the care, maintenance, and protection of the

Casings, and AJ Rock will bear all risk of loss or damage to the Casings. Acceptance of the Casings by District will not relieve AJ Rock or its contractor from their obligations to install the Casings in a manner consistent with the approved plans, specifications, and contract, nor waive any rights of District under the warranty described below. Upon acceptance of the Casings by District, AJ Rock shall convey to District ownership of the Casings and any appurtenant structures, and District shall thereafter be solely responsible for the maintenance, repair, and replacement of the Casings, subject to the warranty provided below.

c. Warranty. For a period of one year after acceptance of the Casings by District as provided above, AJ Rock warrants that the Casings will be constructed in a manner consistent with the approved plans, specifications, and construction contract, and that the Casings will be free of material defects in materials or workmanship. Any such defects detected within that warranty period and brought to AJ Rock's attention within a period of time that is reasonable under the circumstances, not to exceed 90 days, will be repaired at AJ Rock's sole expense to the reasonable satisfaction of District in a reasonably prompt and workmanlike manner. Upon execution of this Agreement, AJ Rock will deposit into escrow with the District the sum of \$20,000.00 (the "Cash Bond") pursuant to the terms of a separately-executed escrow agreement between the Parties (the "Cash Bond Agreement") for the purpose of completing any warranty work described in this Paragraph and in Paragraph 6(c). Within 30 days after the termination of the latter of the warranty period described in this Paragraph and Paragraph 6(c), any Cash Bond funds remaining with the District, less and excepting any amounts owed by AJ Rock to District, will be returned to AJ Rock. Thereafter the amount owed by AJ Rock will earn interest at the rate of 1.5% per month, compounded monthly.

6. Replacement of SLA Blow-off. In connection with its construction of Phase 1 of the Project, AJ Rock has agreed to design and construct a new, realigned SLA blow-off pipeline (the "New Blow-off") as shown in the Phase 1 Plans.

a. Construction. The New Blow-off shall be located as shown in the Phase 1 Plans. The New Blow-off will be constructed in a manner consistent with plans, specifications, and construction contract approved by District in writing in advance of construction, which approval shall not be unreasonably withheld, conditioned, or delayed. The blow-off is a critical part of the SLA and can only be taken offline for short durations. The existing blow-off pipeline must remain connected and operable during construction of the New Blow-off (including quality assurance such as pressure testing). AJ Rock or its contractor shall coordinate with the District regarding connection of the New Blow-off to the SLA, and shall provide at least two weeks' notice before such work will begin. Such connection shall occur at the downstream flange of the isolation valve in the existing blow-off vault. AJ Rock or its contractor shall have 48 hours to make the connection and make the blow-off operable. No such work shall occur without the prior written approval of the District.

b. Acceptance and Conveyance. AJ Rock may periodically request that the District inspect the New Blow-off during the construction process for the purpose of reasonably alerting AJ Rock of any apparent defects or violations of this Agreement or the plans, specifications, and construction contracts for the New Blow-off that are observed during such inspections. The District will perform such inspections within 5 business days from the date of

the request, unless AJ Rock has granted a reasonable extension, which extension may not be unreasonably withheld, conditioned or delayed. District will act in good faith, but otherwise makes no warranty as to such inspections. District will accept the New Blow-off in writing upon final completion, as reasonably determined by District. Until acceptance in writing of the New Blow-off by District, AJ Rock will be solely responsible for the care, maintenance, and protection of the New Blow-off, and AJ Rock will bear all risk of loss or damage to the New Blow-off. Upon acceptance of the New Blow-off by District, AJ Rock shall convey to District ownership of the New Blow-off and appurtenant structures. Acceptance of the New Blow-off by District will not relieve AJ Rock or its contractor from their obligations to install the New Blow-off in a manner consistent with the approved plans, specification, and contract, nor waive any rights of District under the warranty described below.

c. **Warranty.** For a period of one year after final acceptance of the New Blow-off by District as provided above, AJ Rock warrants that the New Blow-off will be constructed in a manner consistent with the approved plans, specifications, and construction contract, and that the New Blow-off will be free of material defects in materials or workmanship. Any such defects detected within that warranty period and brought to AJ Rock's attention within a period of time that is reasonable under the circumstances, not to exceed 90 days, will be repaired at AJ Rock's sole expense to the reasonable satisfaction of District in a reasonably prompt and workmanlike manner. As provided in Section 5(c) above, AJ Rock will deposit the Cash Bond in escrow with the District subject to the Cash Bond Agreement for the purpose of completing any warranty work described in this Paragraph and Paragraph 5(c). Within 30 days after the termination of the latter of the warranty period described in this Paragraph and Paragraph 5(c), any Cash Bond funds remaining with the District, less and excepting any amounts owed by AJ Rock to District, will be returned to AJ Rock. Thereafter the amount owed by AJ Rock will earn interest at the rate of 1.5% per month, compounded monthly.

7. **Work.** The SLA was relocated in or about 1985 and was designed for a maximum backfill of 14 feet. Cathodic protection of the SLA was later added to mitigate corrosion. Work on and around the District Easements shall be performed in accordance with the following requirements, and AJ Rock shall take reasonable precautions to see that its contractors and others on site comply with the following requirements:

a. AJ Rock shall provide to District a schedule for the completion of work within the District Easements, and periodic updates to the schedule. If requested by District, AJ Rock shall schedule meeting(s) to discuss proposed design plans and schedules.

b. Project plans shall identify the SLA and New Blow-off and include a requirement that contractors shall not place materials, park, or operate heavy machinery within 15 feet of the centerline of the SLA without first taking measures to reduce load on the pipeline. Such measures shall be first approved in writing by District in advance of measurement.

c. Prior to beginning work within the District Easements, AJ Rock shall cause the District's underground pipelines, as they then exist, to be marked by a licensed surveyor with visible above-ground markers. Such markers shall be replaced as needed to ensure visibility throughout the project.

d. AJ Rock, either directly or through its contractor, shall notify District no less than 48 business hours in advance of any work within the land subject to the District Easements. Such notification can be by telephone, email, or in writing.

e. AJ Rock shall endeavor to construct the Project in a way as to avoid the District Easements and District facilities whenever reasonably practicable, and to minimize the impact to the property and facilities to the extent reasonably practicable. No stockpiling of materials and no equipment greater than HS20 loading will be permitted within the land subject to the SLA Easement without District's prior written authorization.

f. No earthwork, construction work, or other work shall be performed by or for AJ Rock or the City within the District Easements or close enough to the District Easements to present risk to District improvements or operations except as expressly described in plans and specifications approved in writing by District in advance of construction, which approval will not be unreasonably withheld, conditioned, or delayed. Any modifications to such plans and specifications must be approved in writing by District in advance of construction, which approval will not be unreasonably withheld, conditioned, or delayed.

g. Where work will be performed within 15 feet of the SLA or within 10 feet of the existing blow-off or the New Blow-off once installed, the contractor shall first pothole the underground utilities to confirm location and depth.

h. Fencing, posts, and other in-ground facilities shall not be installed above the SLA or the future SLA locations shown on Exhibit 3. Any variance to this provision shall be approved in writing by District in advance.

i. Potholing of the SLA or existing or New Blow-off once installed, and any excavation within 15 feet of the SLA or within 10 feet of the existing blow-off or the New Blow-off once installed shall not be performed without a District inspector present.

j. AJ Rock shall provide District with as-constructed plans for those phases of the Project that include land within the District Easements in PDF format within three months of completion of each respective phase.

k. If, after notice from District which is reasonable under the circumstances, AJ Rock fails to remove or correct unacceptable work or materials, correction or removal of unacceptable work or materials may be accomplished by District, or its contractor, and AJ Rock will reimburse District. Such reimbursement will be due and owing 60 days after an invoice is mailed and thereafter will earn interest at the rate of 12% per annum, compounded annually. District will have no obligation whatsoever to review or supervise the method or manner in which the work is accomplished. District will have no obligation whatsoever for the safety of workers or others on or adjacent to the job site.

8. District's Inspection. Unless otherwise expressly provided in this Agreement, District shall have the right, but no obligation, to inspect the progress of the work performed and

materials installed within the District Easements throughout the construction process as it deems reasonably necessary. Each party shall have the right to stop work and require correction of any work, or replacement of any materials, which in its reasonable judgment does not comply with any term or condition of this Agreement. No approval, observation, inspection, or review undertaken by any party is intended to be for the benefit of any other party, its contractors, suppliers, subcontractors, or their respective employees. Unless expressly stated in writing, any approval, observation, inspection, or review by District shall not constitute an acceptance of work or materials that do not comply with the approved plans or specifications or this Agreement.

9. District Review of Plans. Wherever in this Agreement District has a right to review and approve AJ Rock's plans, specifications, and change orders for the Project, District shall have 10 business days from confirmed receipt to review and approve or provide written requests for revisions, unless AJ Rock has granted a reasonable extension, which extension by AJ Rock will not be unreasonably withheld, conditioned, or delayed. Action regarding District's review of plans shall be in writing. The District shall not unreasonably withhold, condition, or deny approval. In the event District does not deliver written approval or comments to plans, specifications, contracts, or change orders within 10 business day from confirmed receipt, plus any extension granted by AJ Rock, the same shall be deemed approved. Any District decision regarding approval made in good faith shall be presumed to be reasonable absent evidence to the contrary.

10. Maintenance of AJ Rock's Improvements. All of AJ Rock's uses within the AJ Rock Property subject to the District Easements, or close enough to the land subject to the District Easements to present risk of loss or damage to District improvements or operations, shall be maintained in a condition that does not interfere with the ability of District to use, operate, repair, reconstruct, maintain, improve, or modify the SLA and New Blow-off, District Easements, or any District improvements for District's purposes, as those purposes may from time to time change. If within 60 days after notice from District (unless a shorter period of time is reasonably required under the circumstances), AJ Rock fails to correct any unacceptable condition of any of improvements within the AJ Rock Property subject to the District Easements, or close enough to the land subject to the District Easements to present risk of loss or damage to District improvements or operations, correction may be accomplished by District; provided, however, that if AJ Rock commences to correct such condition within a period that is reasonable under the circumstances and is diligently pursuing such correction, then District may not perform such correction and AJ Rock shall continue to diligently pursue the same until completed. AJ Rock shall reimburse District within 30 days upon receipt of an itemized invoice for such correction. District and its officers, Trustees, employees and contractors shall have no liability for any damage to, or interference with AJ Rock's works or improvements as a result of the exercise by District of any of its rights.

11. Insurance and Bonds. AJ Rock shall be jointly and severally liable for any act, fault, error, omission, or non-compliance with this Agreement by AJ Rock or any of AJ Rock's contractors, employees, or subcontractors. City shall be jointly and severally liable for any act, fault, error, omission, or non-compliance with this Agreement by City or any of City's contractors, employees, or subcontractors. AJ Rock and City warrant that all persons or entities

performing earthwork or construction work within the District Easements on behalf of AJ Rock and City, including but not limited to construction of the Casings and relocation of the New Blow-off, will provide insurance and bonds meeting at a minimum those requirements in Exhibit 5, incorporated by reference.

12. Assumption of Agreement by City. Upon the date of acceptance of the public road, public trail, and City-owned public utilities by City following construction, City specifically agrees that City shall succeed to and assume all of AJ Rock's rights, responsibilities, obligations and duties under the terms of this Agreement with respect to the public road, public trail, and City-owned public utilities, including all defense, indemnity, and insurance provisions. Notwithstanding this provision, City shall not be obligated to construct the Project, the Casings or the New Blow-off should AJ Rock fail to do so.

13. Termination of Contract No. 6-07-41-L0250. The Parties recognize that Contract No. 6-07-41-L0250 is terminated as related to the AJ Rock Property under paragraph 11 of that agreement.

14. Term. Perpetual.

15. Notice. All notices, demands, consents, approvals, requests or other communications under this Agreement shall be in writing and shall be given by (a) personal delivery, (b) e-mail to the email address provided below, or (c) a nationally recognized overnight courier service, fees prepaid, addressed as follows:

Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093
Phone: (801) 942-1391
Email: rightsofway@mwdsls.org

AJ Rock LLC
Attn: Tom Henriod
4655 South 2300 East, Suite 205
Holladay, Utah 84117
Phone: (801) 501-0727
Email: thenriod@rockworthco.com

with a copy to:

Dentons Durham Jones Pinegar P.C.
Attn: Brian C. Cheney
3301 N. Thanksgiving Way, Ste. 400
Lehi, UT 84043
Email: brian.cheney@dentons.com

Cottonwood Heights City
Attn: City Manager
2277 Bengal Boulevard
Cottonwood Heights, UT 84121
Phone: (801) 944-7010

Each party may change the designation of the addressee or the address for that party to receive notice by sending written notice of the change.

16. Remedies. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will first be submitted to the other party in writing in detail and the parties will meet and confer regarding the matter.

If the matter is not resolved satisfactorily by negotiation, the dispute or claim will be submitted to non-binding mediation, with a qualified mediator selected by the parties, with each party sharing the cost of that non-binding mediation. If the parties cannot agree on a mediator one may be appointed by a court of competent jurisdiction.

Any claim or dispute not settled by mediation will be resolved in accordance with the then most current version of the American Arbitration Association (AAA) Commercial Arbitration Rules. The arbitration will not be administered by the AAA without the written consent of both parties unless such administration is necessary to arbitrate the dispute as described in this Agreement. Claims will be heard by a single arbitrator. If the parties are unable to agree on an arbitrator within 10 business days of a request to arbitrate, the arbitrator will be selected using the AAA's list process as provided in its Commercial Arbitration Rules. The place of arbitration will be Salt Lake City, Utah. The arbitration will be governed by the laws of the State of Utah. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents in accordance with the AAA Commercial Arbitration Rules or guidelines established by the arbitrator. Any additional discovery or disclosures may be ordered in the discretion of the arbitrator. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings, except that virtual attendance may be required by the arbitrator to address safety concerns. Time is of the essence for any arbitration under this Agreement, and arbitration proceedings will take place within 90 days of appointment of an arbitrator and awards rendered within 60 days thereafter. The arbitrator must agree to these limits prior to accepting appointment. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages. Each party will bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The award of the arbitrator will be accompanied by a reasoned opinion.

Notwithstanding any language to the contrary in the contract documents, the Parties hereby agree: that the award of the arbitrator may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); that the award of the arbitrator will, at a minimum, be a reasoned award; and that the award of the arbitrator will not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within 30 days of receipt of the award of the arbitrator, as defined by

Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having personal and subject matter jurisdiction of the matter.

Notwithstanding the above remedy provisions, nothing in this Agreement shall prevent a party from seeking injunctive relief to maintain the status quo while the above remedies are pursued, or to protect persons, property, public welfare, or public safety. Nothing in this Agreement shall prevent District from seeking injunctive relief to protect the following: the SLA, associated District facilities, District operations, District water supply, or District's ability to serve the public.

17. Successors, Assigns. The rights and obligations of this Agreement shall run to the benefit of, and be binding upon, the successors and assigns of the parties. In particular, all rights and obligations of AJ Rock shall run with the AJ Rock Property, described in Exhibit 1, or any portion thereof. No other right or obligation may be assigned or transferred without the prior written consent of the other Parties, which shall not be unreasonably withheld, conditioned, or delayed. Any Party may record notice of this Agreement.

18. Authority. The person(s) signing this Agreement on behalf of each Party represent and warrant they have been duly authorized by formal action of the governing body of their respective Party to execute this Agreement on behalf of their respective Party. The person or persons signing on behalf of AJ Rock represent and warrant that their signatures together will bind all who have an ownership interest in the AJ Rock Property.

19. Time of Essence. Except as otherwise specifically provided in this Agreement, time is of the essence.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations or discussion regarding AJ Rock's described use of the District Easements, and cannot be altered except through a written instrument signed by all parties.

[Remainder of Page Intentionally Blank – Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

District:

METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY

Annalee Munsey, General Manager

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

On the ___ day of _____, 2024, personally appeared before me Annalee Munsey, and having been first duly sworn by me acknowledged that she is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, that she was duly authorized by the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy to execute the above Cooperation Agreement for and on behalf of the Metropolitan Water District of Salt Lake & Sandy, and that she executed the above Easement Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy.

NOTARY PUBLIC

AJ Rock LLC,
a Utah limited liability company

By: _____
Name: _____
Title: _____

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

On the ____ day of _____, 2024, personally appeared before me _____, the _____ of AJ Rock LLC and having been first duly sworn, acknowledges that they have been duly authorized to execute the foregoing Easement Agreement for and on behalf of AJ Rock LLC.

NOTARY PUBLIC

City:

Mike Weichers, Mayor

Paula Melgar, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the ____ day of _____, 2024, personally appeared before me Mike Weichers and Paula Melgar and being first duly sworn, acknowledged that they are the Mayor and City Recorder, respectively, of Cottonwood Heights, Utah, and that they have been duly authorized through an affirmative vote of the City Council of Cottonwood Heights, Utah to execute the above Easement Agreement for and on behalf of Cottonwood Heights, Utah.

NOTARY PUBLIC

Exhibit 1
AJ Rock Property

That certain real property located in Salt Lake County, State of Utah, more particularly described as follows:

PARCEL 1: (22-23-426-001)

Beginning at the Northeast corner of the Southeast quarter of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence along section line South 00°45'07" West 900.00 feet; thence North 89°32'44" West 1,082.24 feet to a point on a curve to the right (County road) whose radius is 716.8 feet; thence around said curve to the right a distance of 91.39 feet to a point on a curve to the right (compound curve) whose radius is 1,518.0 feet; thence around arc of said curve to the right a distance of 394.8 feet to a point of tangent; thence North 06°45' West along tangent 49.5 feet to a point on a curve to the right whose radius is 955.4 feet; thence Northerly around arc of said curve to the right a distance of 387.44 feet to a point on the quarter section line of said Section 23; thence along said section line South 89°32'57" East 1,202.78 feet to the point of beginning.

LESS AND EXCEPTING that portion conveyed to the Utah Department of Transportation by that certain Warranty Deed, recorded April 26, 1989 as Entry No. 4763144 in Book 6120 at Page 2603, of official records and described as follows:

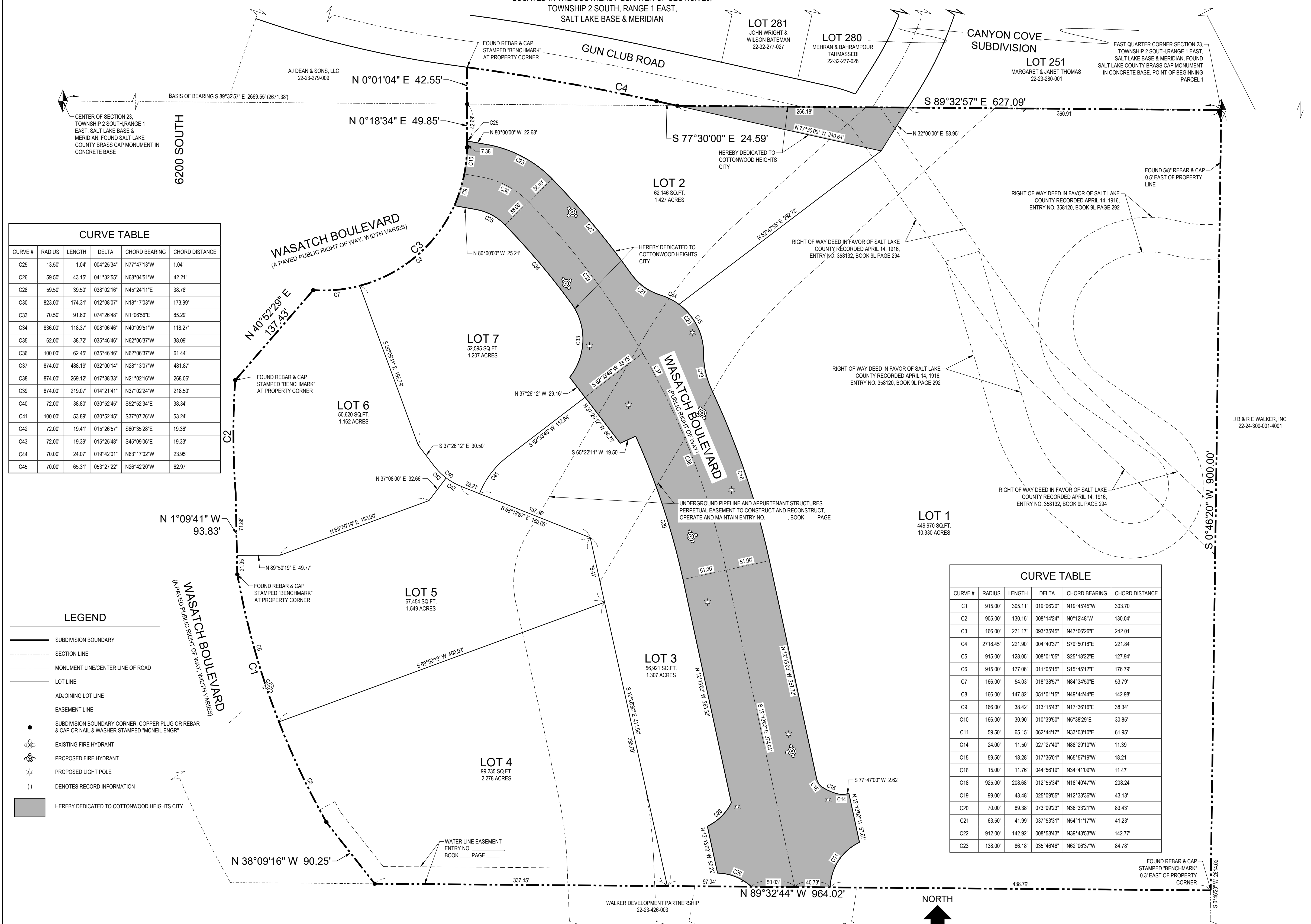
A parcel of land in fee for an expressway and for the relocation of Wasatch Boulevard incident to the construction of said expressway known as Project No. 068, being part of an entire tract of property, situate in the Northeast quarter of the Southeast quarter of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning in the North line of said Northeast quarter of the Southeast quarter at a point 50.00 feet perpendicularly distant Easterly from the control line of said relocation of Wasatch Boulevard, which point is 869.47 feet North 89°32'57" West (which equals highway bearing North 89°19'15" West) from the East quarter corner of said Section 23 and running thence South 00°18'34" West (highway bearing) 49.85 feet to a point of tangency with a 166.00 foot radius curve to the right at a point 50.00 feet perpendicularly distant Easterly from said control line at Engineer Station 13+42.15; thence Southwesterly 271.17 feet along the arc of said curve (Note: chord to said curve bears South 47°06'29" West highway bearing for a distance of 242.01 feet) to a point 50.00 feet perpendicularly distant Southerly from said control line at Engineer Station 11+52.66; thence South 40°52'59" West (highway bearing) 137.43 feet to a point 70.00 feet perpendicularly distant Easterly from the center line of said expressway at Engineer Station 60+59.78; thence Southerly 130.15 feet along the arc of a 905.00-foot radius curve to the left (Note: chord to said curve bears South 00°12'48" East highway bearing for a distance of 130.04 feet) to a point 70.00 feet radially distant Easterly from said center line at Engineer Station 62+00.00; thence South 01°09'41" East (highway bearing) 93.83 feet to a point 60.00 feet radially distant Easterly from said center line at Engineer Station 63+00.00; thence Southerly 305.11 feet along the arc of a 915.00-foot radius curve to the left (Note: chord to said curve bears South 19°45'45" East highway bearing for a distance of 303.70 feet) to a point 60.00 feet radially distant Northeasterly from said center line at Engineer Station 66+25.12; thence South 38°09'16" East (highway bearing) 89.77 feet to the Southerly boundary line of said entire tract; thence North 89°32'44" West (equals highway North 89°19'02" West) 166.02 feet, more or less, along said Southerly boundary line to a point 70.00 feet radially distant Southwesterly from said center line; thence Northerly 611.63 feet along the arc of a 1045.00-foot radius curve to the right (Note: chord to said curve bears North 12°51'38" West highway bearing for a distance of 602.94 feet) to a point 70.00 feet perpendicularly distant Westerly from said center line at Engineer Station 60+59.78; thence North 03°54'24" East (highway bearing) 314.24 feet to said North line; thence South 89°32'57" East (equals highway South 89°19'15" East) 385.82 feet along said North line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Exhibit 2
Wasatch Rock Preliminary Subdivision Plat

WASATCH ROCK SUBDIVISION

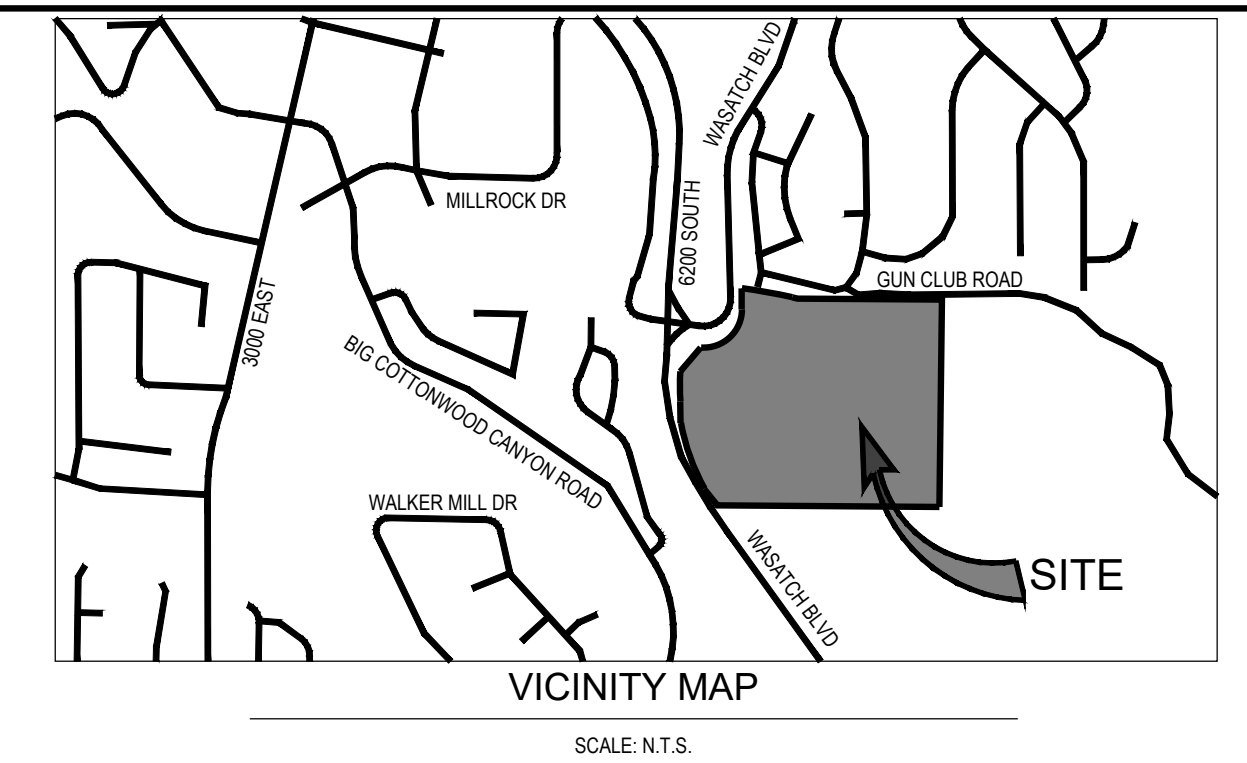
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23,
TOWNSHIP 2 SOUTH, RANGE 1 EAST,
SALT LAKE BASE & MERIDIAN



CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C25	13.50	1.04	004°25'34"	N77°47'13"W	1.04
C26	59.50	43.15	041°32'55"	N68°04'51"W	42.21
C28	59.50	39.50	038°02'16"	N45°24'11"E	38.78
C30	823.00	174.31	012°08'07"	N18°17'03"W	173.99
C33	70.50	91.60	074°26'48"	N1°06'56"E	85.29
C34	836.00	118.37	008°06'46"	N40°09'51"W	118.27
C35	62.00	38.72	035°46'46"	N62°06'37"W	38.09
C36	100.00	62.45	035°46'46"	N62°06'37"W	61.44
C37	874.00	488.19	032°00'14"	N28°13'07"W	481.87
C38	874.00	269.12	017°38'33"	N21°02'16"W	268.06
C39	874.00	219.07	014°21'41"	N37°02'24"W	218.50
C40	72.00	38.80	030°52'45"	S52°52'34"E	38.34
C41	100.00	53.89	030°52'45"	S37°07'26"W	53.24
C42	72.00	19.41	015°26'57"	S60°35'28"E	19.36
C43	72.00	19.39	015°26'48"	S45°09'06"E	19.33
C44	70.00	24.07	019°42'01"	N63°17'02"W	23.95
C45	70.00	65.31	053°27'22"	N26°42'20"W	62.97

	SUBDIVISION BOUNDARY
	SECTION LINE
	MONUMENT LINE/CENTER LINE OF ROAD
	LOT LINE
	ADJOINING LOT LINE
	EASEMENT LINE
	SUBDIVISION BOUNDARY CORNER, COPPER PLUG OR REBAR & CAP OR NAIL & WASHER STAMPED "MCNEIL ENGR"
	EXISTING FIRE HYDRANT
	PROPOSED FIRE HYDRANT
	PROPOSED LIGHT POLE
	DENOTES RECORD INFORMATION
	HEREBY DEDICATED TO COTTONWOOD HEIGHTS CITY

CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	915.00	305.11	019°06'20"	N19°45'45"W	303.70
C2	905.00	130.15	008°14'24"	N0°12'48"W	130.04
C3	166.00	271.17	093°35'45"	N47°08'26"E	242.01
C4	2718.45	221.90	004°40'37"	S79°50'18"E	221.84
C5	915.00	128.05	008°01'05"	S25°18'22"E	127.94
C6	915.00	177.06	011°05'15"	S15°45'12"E	176.79
C7	166.00	54.03	018°38'57"	N84°34'50"E	53.79
C8	166.00	147.82	051°01'15"	N49°44'44"E	142.98
C9	166.00	38.42	013°15'43"	N17°36'16"E	38.34
C10	166.00	30.90	010°39'50"	N5°38'29"E	30.85
C11	59.50	65.15	062°44'17"	N33°03'10"E	61.95
C14	24.00	11.50	027°27'40"	N88°29'10"W	11.39
C15	59.50	18.28	017°36'01"	N65°57'19"W	18.21
C16	15.00	11.76	044°56'19"	N34°41'09"W	11.47
C18	925.00	208.68	012°55'34"	N18°40'47"W	208.24
C19	99.00	43.48	025°09'55"	N12°33'36"W	43.13
C20	70.00	89.38	073°09'23"	N36°33'21"W	83.43
C21	63.50	41.99	037°53'31"	N54°11'17"W	41.23
C22	912.00	142.92	008°58'43"	N39°43'53"W	142.77
C23	138.00	86.18	035°46'46"	N62°06'37"W	84.78



SURVEYOR'S CERTIFICATE

I, DAVID B. DRAPER DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 6861599, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT, BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS:

WASATCH ROCK SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAN.

BOUNDARY DESCRIPTION

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°46'20" WEST 900.00 FEET; THENCE NORTH 89°32'44" WEST 964.02 FEET; THENCE NORTH 38°09'16" WEST 90.25 FEET TO A POINT ON A NON-TANGENT 915.00 FOOT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°08'20" A DISTANCE OF 305.11 FEET (CHORD BEARS NORTH 19°45'45" WEST 303.70 FEET); THENCE NORTH 01°09'11" WEST 59.53 FEET TO A POINT ON A NON-TANGENT 905.00 FOOT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°14'24" A DISTANCE OF 130.15 FEET (CHORD BEARS NORTH 00°12'48" WEST 130.04 FEET); THENCE NORTH 40°52'29" EAST 137.43 FEET TO A POINT ON A NON-TANGENT 166.00 FOOT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°38'45" A DISTANCE OF 271.17 FEET (CHORD BEARS NORTH 47°08'26" EAST 242.01 FEET); THENCE NORTH 00°18'24" EAST 49.85 FEET; THENCE NORTH 00°10'04" EAST 42.55 FEET TO A POINT ON A NON-TANGENT 2718.45 FOOT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°40'37" A DISTANCE OF 221.90 FEET (CHORD BEARS SOUTH 79°50'18" EAST 221.84 FEET); SOUTH 77°30'00" EAST 24.59 FEET; THENCE SOUTH 89°32'57" EAST 627.09 FEET TO THE POINT OF BEGINNING.

CONTAINS: 944,842 SQUARE FEET OR 21,691 ACRES (7 LOTS)

2-9-24

DAVID B. DRAPER
L.S. LICENSE NO. 6861599

OWNER'S DEDICATION

KNOW BY ALL MEN BY THESE PRESENTS THE UNDERSIGNED IS/ARE THE OWNER (S) OF THE ABOVE DESCRIBED TRACT OF LAND AND DO HEREBY CAUSE THE SAME TO BE SUBDIVIDED INTO LOTS, PARCELS, AND STREETS, TOGETHER WITH EASEMENTS, AS SET FORTH, TO BE HEREAFTER KNOWN AS:

WASATCH ROCK SUBDIVISION

AND DO HEREBY DEDICATE TO COTTONWOOD HEIGHTS CITY, FOR PERPETUAL USE, ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAN AS INTENDED FOR PUBLIC AND UTILITY USES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAN, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO DO HEREBY CONVEY ANY OTHER EASEMENTS, AS SHOWN ON THIS PLAN, TO THE PARTIES INDICATED BY THOSE EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF THE FACILITIES, OR FOR THE TYPICAL PURPOSES, INDICATED FOR THOSE EASEMENTS, AS SHOWN HEREON.

IN WITNESS WHEREBY _____ HAVE HEREUNTO SET _____ THIS _____ DAY OF _____ A.D. 20____

AJ ROCK LLC

BY: _____
ITS:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE } s.s.

ON THE _____ DAY OF _____ A.D. 20____ PERSONALLY APPEARED BEFORE ME _____ WHO BEING BY ME DULY SWORN DID SAY THE HE IS THE _____ OF _____ AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED VOLUNTARILY FOR SAID FOR THE USES AND PURPOSES HEREIN MENTIONED.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

PREPARED BY:

McNEIL ENGINEERING
Economic and Sustainable Designs, Professionals You Know and Trust

8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcneilengineering.com

Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

CITY ENGINEER

APPROVED THIS _____ DAY OF _____ A.D. 20____

CITY ENGINEER, MATTHEW F. SHIPP, P.E.

CITY COUNCIL

PRESENTED TO THE COTTONWOOD HEIGHTS CITY COUNCIL THIS _____ DAY OF _____ A.D. 20____

MICHAEL J. PETERSON, MAYOR

ATTEST: PAULA MELGAR, CITY RECORDER

BOARD OF HEALTH

APPROVED THIS _____ DAY OF _____ A.D. 20____

DIRECTOR

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE COTTONWOOD HEIGHTS CITY PLANNING COMMISSION.

CHAIR

CITY ATTORNEY

APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____

WM SHANE TOPHAM, CITY ATTORNEY

COMMUNITY DEVELOPMENT

APPROVED THIS _____ DAY OF _____ A.D. 20____

DIRECTOR, MICHAEL JOHNSON

WASATCH ROCK SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23,
TOWNSHIP 2 SOUTH, RANGE 1 EAST,
SALT LAKE BASE & MERIDIAN

SALT LAKE COUNTY RECORDER

RECORD NO. _____

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEE \$ _____

SALT LAKE COUNTY RECORDER

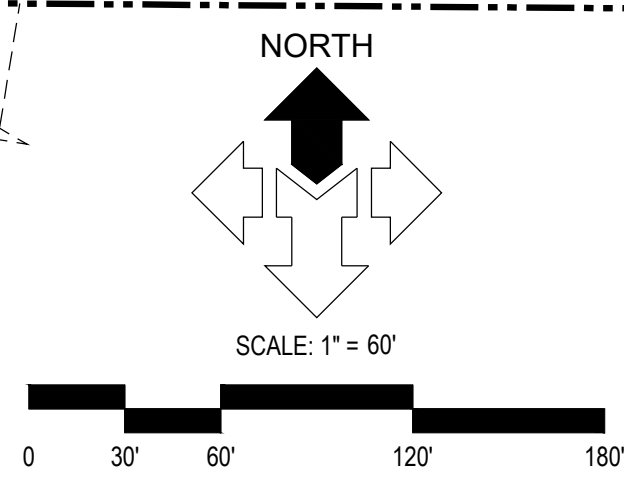


Exhibit 3
Form of Abandonment

When recorded, mail to:
Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, UT 84093

PARCEL NO.: 22-23-426-001

NOTICE OF PARTIAL ABANDONMENT AND TERMINATION OF EASEMENT

NOTICE IS GIVEN TO ALL PERSONS that with regard to the property described herein, the METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY (“District”) hereby abandons a portion of the easement interest held by the District that encumbers a portion of Parcel No. 2223426001. The portion of the easement abandoned is more particularly described as:

[Description]

This area is depicted in Exhibit A.

This abandonment is made in accordance with and subject to the terms of that Easement Agreement (Salt Lake Aqueduct) recorded [Date], 2024, as Entry [###], Book [###], Page [###] in the records of the Salt Lake County Recorder (the “Easement Agreement”).

The District’s historical interest in the subject property is as follows:

1. On December 11, 1985, A. J. Dean & Sons signed a “Warranty Deed (Easement)” granting the United States a twenty-foot wide perpetual easement to construct and reconstruct, operate, and maintain a blow-off for the Salt Lake Aqueduct. That deed was recorded on December 12, 1985, as Entry 4175930, Book 5717, Pages 1439 to 1441 in the Office of the Salt Lake County Recorder.
2. Under the Provo River Project Transfer Act, Pub. L. 108-382 (Oct. 30, 2004), the United States Congress directed the Secretary of the Interior to convey to the District “all right, title, and interest of the United States in and to the Salt Lake Aqueduct.”
3. On October 2, 2006, the United States Department of Interior, Bureau of Reclamation issued a quitclaim deed to the District for “all of Grantor’s right, title, and interest in and to lands and interests in lands located in Salt Lake County, Utah, commonly referred to as the Salt Lake Aqueduct, more particularly described in Exhibit A, TOGETHER WITH, all facilities, equipment, improvements, fixtures, features and appurtenances located in, under or upon such lands or interests in lands.” That deed was recorded on October 2, 2006, as Entry 9862736, Book 9359, Pages 677016929 in the office of the Salt Lake County Recorder. Exhibit A to the deed consists of copies of deeds the United States had acquired for the SLA Corridor and legal descriptions of other parts of the SLA Corridor. The 1985 Warranty Deed (Easement) was inadvertently omitted from Exhibit A. The quitclaim deed provides, however, “This Quitclaim Deed shall be interpreted as conveying all of Grantor’s interest, present and

future, in all lands, interests in lands, facilities, equipment, improvements, fixtures, features and appurtenances that in anywise are part of or essential to the ownership, operation, or maintenance of the Aqueduct Division of the Provo River Project lying or located within Salt Lake County, Utah, whether acquired or constructed by or for Grantor, or acquired or constructed by or for Grantee”

4. Under the Provo River Project Transfer Act and the October 2, 2006, Quitclaim Deed, the District is the owner of, or at least the equitable owner of, the easement conveyed to the United States through the 1985 Warranty Deed (Easement).

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

EXHIBIT

Dated this ____ day of _____, 20__.

METROPOLITAN WATER DISTRICT OF
SALT LAKE & SANDY

By: _____
Annalee Munsey, General Manager

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

On the ____ day of _____, 20__, personally appeared before me Annalee Munsey, and having been first duly sworn by me acknowledged that she is the General Manager of Metropolitan Water District of Salt Lake & Sandy, and that she executed the foregoing Notice of Partial Abandonment and Termination of Easement for and on behalf of Metropolitan Water District of Salt Lake & Sandy with full authority.

NOTARY PUBLIC

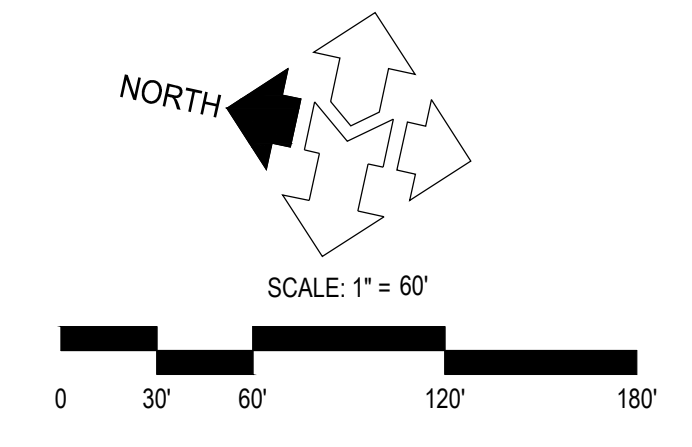
EXHIBIT A

DEPICTION OF ABANDONED EASEMENT AREA

EXHIBIT

Exhibit 4
Map of Easement Locations

S:\2022\Files\21650\C3\Prod_Dwg\21650_Plan.dwg Job: Feb 14, 2024 11:15pm



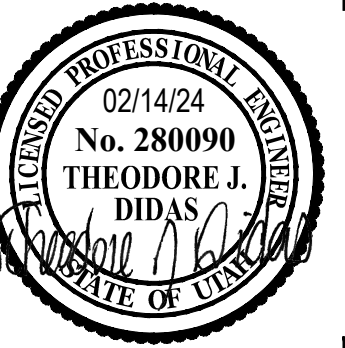
- SLCDPU NOTES:**
- SLCDPU GENERAL NOTES, AS APPLICABLE TO WATER, ARE INCLUDED AS PART OF THIS PLAN.
 - BACKFLOW PREVENTION TO BE PROVIDED ON THE IRRIGATION SYSTEM AND SPIGOT PER SLCDPU REQUIREMENTS REFERENCE APWA 531.1.
 - ALL WATER UTILITY TRENCHING MUST BE PER SLCDPU STANDARD PRACTICE NO. 1.
 - FIRE SERVICE AND CULINARY SERVICE LINES MUST MAINTAIN A MINIMUM OF 5-FEET AND 4-FEET OF COVER, RESPECTIVELY.
 - A PRE-CONSTRUCTION MEETING WITH THE PUBLIC UTILITIES INSPECTOR AND REVIEWING ENGINEER IS REQUIRED PRIOR TO WORK RELATED TO WATER MAIN EXTENSION.

NOTE:
METROPOLITAN WATER DISTRICT OF SALT LAKE AND SANDY (MWDLS) INSPECTOR TO ON-SITE DURING ALL CONSTRUCTION ACTIVITIES WITHIN THE EASEMENT. 48 HOURS' NOTIFICATION REQUIRED. CONTACT AMMON ALLEN AT (801) 942-9887.

NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

MCNEIL ENGINEERING
 Economic and Sustainable Design, Professionals You Know and Trust
 8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcneilengineering.com
 Civil Engineering • Consulting & Landscape Architecture
 Structural Engineering • Land Surveying & HDS



WASATCH ROCK - PHASE 1
6695 WASATCH BOULEVARD
COTTONWOOD HEIGHTS, UT
 LOCATED IN THE SOUTHEAST 1/4 OF SECTION 23, T2S, R1E, SLB&M

REV	DATE	DESCRIPTION
1	09/06/23	SITE AND UTILITY REVISIONS
2	10/09/23	MWDLS COMMENTS
3	01/17/24	CITY AND UTILITY COMMENTS

PROJECT NO: 21650
 DRAWN BY: JHF
 CHECKED BY: TJD
 DATE: MAR. 11, 2022

**OVERALL SITE
 UTILITY PLAN**

C3.00

Exhibit 5
Insurance and Bonds

**INSURANCE AND BOND REQUIREMENTS FOR
PARTIES ENTERING INTO AGREEMENTS WITH METROPOLITAN WATER
DISTRICT OF SALT LAKE & SANDY**

Last Update: June 4, 2018

AJ Rock's contractors and subcontractors performing work within the District Easements shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District in advance Contractor and all of Contractor's subcontractors shall maintain limits no less than:

1. **GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):**
 - i. Combined Single Limit (Bodily Injury and Property Damage):
 1. \$2,000,000 Per Occurrence
 - ii. Personal Injury (including completed operations and products liability):
 1. \$2,000,000 Each Occurrence
 - iii. General Aggregate:
 1. \$3,000,000
 - iv. Products - Comp/OP Aggregate:
 1. \$3,000,000
 - v. Limits to apply to this project individually.
2. **AUTOMOBILE LIABILITY:**
 - i. \$1,000,000 Per Occurrence
 - ii. "Owned Autos" coverage required.
3. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:**
 - i. Workers' compensation statutory limits.
 - ii. Employers Liability statutory limits.
4. **CONTRACTORS POLLUTION LIABILITY:**
 - i. \$1,000,000 Per Claim
 - ii. \$1,000,000 Aggregate
 - iii. Coverage applies to this project individually.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be

required to reduce or eliminate such deductibles or SIRs as respects the District, its trustees, officers, and employees as additional insureds; or the Contractor may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. The District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Contractor shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed.

C. OTHER INSURANCE PROVISIONS

The General Liability, Automobile Liability, and Pollution Liability Coverages are to contain, or be endorsed to contain, the following provisions:

1. District, its trustees, officers, and employees are to be covered as additional insureds as respects: claims arising out of any activities conducted on District lands or interests in lands, including products completed. The coverage shall contain no special limitations on the scope of protection afforded to District, its trustees, officers, and employees.
2. City shall be covered as additional insureds as respects claims arising out of any activities conducted on City lands or interest in lands, including products completed. The coverage shall contain no special limitations on the scope of protection afforded to City.
3. Additional insured coverage shall be on a primary basis for ongoing and completed work.

A waiver with respect to the District, its trustees, officers and employees of Worker's Compensation subrogation shall be provided.

D. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by the District.

E. VERIFICATION OF COVERAGE

Contractor and all of Contractor's subcontractors shall furnish District with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person

authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to the District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Contractor shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time District may increase the requirement for a liability limit by providing reasonable written notice to Contractor of such a change.

F. AJ ROCK STRICTLY LIABLE FOR COMPLIANCE OF CONTRACTORS

AJ Rock shall see that each of AJ Rock's contractors, and each of their subcontractors, complies with these insurance requirements, and AJ Rock shall be strictly liable for any failure of such contractors and subcontractors to meet these requirements.

G. PERFORMANCE AND PAYMENT BONDS

All persons and entities performing any work within the District Easements will provide performance and payment bonds as required by the City, naming the District as co-obligee.

CASH BOND AGREEMENT

THIS CASH BOND AGREEMENT (“**Agreement**”), dated as of April __, 2024 (“**Effective Date**”), is by and among Metropolitan Water District of Salt Lake & Sandy, a political subdivision of the State of Utah (“**District**”) and AJ Rock LLC, a Utah limited liability company (“**AJ Rock**”) (District and AJ Rock are referred to individually as a “**Party**” and collectively as the “**Parties**”), with reference to the following:

A. AJ Rock is the owner of certain real property located in Salt Lake County, Cottonwood Heights City, Utah, located at approximately 6695 South Wasatch Blvd., Cottonwood Heights, Utah (the “**Property**”). AJ Rock intends to design and construct a mixed-use project on the Property. The District owns and operates the Salt Lake Aqueduct (“**SLA**”) and certain improvements appurtenant to the SLA. The SLA crosses the Property. The District owns an easement for the SLA Corridor across the Property.

B. The Parties and Cottonwood Heights City have entered into that certain Easement Agreement (Salt Lake Aqueduct) of approximate even date herewith (the “**Easement Agreement**”) that, among other things, further memorializes that easement.

C. AJ Rock is required to install casings for future SLA pipelines (the “**Casings**”) in accordance with Section 5 of the Easement Agreement. AJ Rock is also required to construct and install a new blow-off pipeline and related improvements (the “**New Blow-off**”) in accordance with Section 6 of the Easement Agreement.

D. Under the Easement Agreement, AJ Rock agreed to warrant that the Casings and the New Blow-off will be constructed in a manner consistent with approved plans, specifications and construction contract, and will be free of material defects in materials or workmanship for a period of one (1) year after the District’s final acceptance of the Casings and New Blow-off, respectively (the “**Warranty Period**”).

E. In order to complete any necessary work covered under such warranty, AJ Rock further agreed to deposit the sum of \$20,000.00 (the “**Cash Bond**”) with the District, subject to the terms and conditions of this Agreement.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the Parties agree as follows:

1. **Disbursement and Release of Funds.** AJ Rock hereby agrees and authorizes the District to disburse funds from the Cash Bond to pay third-party costs actually incurred within the respective Warranty Period to remedy any work or materials related to the Casings or the New Blow-off not consistent with the approved plans, specifications or construction contract or containing defects in materials or workmanship; provided, however, that no less than ten (10) days prior to making a disbursement, the District will provide written notice to AJ Rock of such disbursements. Such notice will include: (i) the amount to be disbursed from the Cash Bond; (ii) a statement from the District generally describing the work for which the disbursement is being made; and (iii) the name of the party to whom the disbursement is being made. Each notice shall also include a lien release executed by the party or parties specified in the notice to receive the disbursement of the portion of the Cash Bond specified in such notice. One (1) year and thirty (30) days after the later of: (i) the District’s final acceptance of the Casings as provided in Section 5(b) of the Easement Agreement; or (ii) the District’s final acceptance of the New Blow-off as provided in Section 6(b) of the Easement Agreement, the District shall return all remaining Cash Bond funds to AJ Rock, less any amounts owed by AJ Rock to the District under the Easement Agreement.

2. **Receipt.** By its execution and delivery of this Agreement, the District acknowledges receipt of the Funds.

3. **Notices.** All notices, requests, demands, claims, and other communications must be in writing and will be delivered in accordance with the Easement Agreement.

4. **Computation of Time.** Whenever the last day for the exercise of any privilege or the discharge of any duty under this Agreement falls upon a Saturday, Sunday, or any date on which banks in Salt Lake District, Utah are closed, the Party having the privilege or duty may exercise that privilege or discharge on the next succeeding day which is a regular business day.

5. **Successors in Interest.** This Agreement will be binding upon and will inure to the benefit of the Parties and their permitted successors and assigns, and any reference to a Party will also be a reference to a permitted successor or assign.

6. **Captions; Interpretation.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. Unless otherwise specifically indicated, any references in this Agreement to paragraphs or sections are to paragraphs or sections in this Agreement.

7. **Amendments; Waiver.** To the extent permitted by law, this Agreement may be amended by a subsequent writing signed by all Parties. The failure of any Party at any time or times to require performance of any provisions of this Agreement will in no manner affect the right to enforce the same. No waiver by any Party of any conditions, or of the breach any terms, provision, warranty, representation, agreement, or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances will be deemed or construed as a further or continuing waiver of any such condition or breach of any other term, provision, warranty, representation, agreement, or covenant contained in this Agreement.

8. **Governing Law.** This Agreement is governed by the laws of Utah.

9. **Additional Actions and Documents.** Each of the Parties will use reasonable efforts and exercise reasonable diligence to accomplish and effect the matters contemplated by this Agreement and will execute and deliver all further documents as may be reasonably requested by the other Party or Parties in order to fully carry out matters contemplated by this Agreement.

10. **Severability.** The invalidity or unenforceability of a particular provision of this Agreement does not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if the invalid or unenforceable provision were omitted.

11. **Counterparts.** This Agreement may be executed in any number of counterpart signatures with the same effect as if the Parties had all signed the same document. All counterpart signatures shall be construed together and shall constitute one agreement.

12. **Construction.** The Parties acknowledge that (i) each Party is of equal bargaining strength; (ii) each Party has actively participated in the drafting, preparation, and negotiation of this Agreement; (iii) each Party has consulted with its own independent counsel, and those other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Agreement; (iv) each Party and its counsel and advisors have reviewed this Agreement; (v) each Party has agreed to enter into this Agreement following that review and the rendering of that advice; and (vi) any rule of construction to the effect that ambiguities are to be resolved against the drafting Parties does not apply in the interpretation of this Agreement.

13. **Authority.** Each individual executing this Agreement represents that they have been duly authorized to execute and deliver this Agreement in the capacity and for the entity for whom that individual signs.

14. **Entirety of Agreement.** This Agreement sets forth the entire agreement of the Parties as to the matters described in this Agreement and cannot be amended except pursuant to an instrument in writing signed by all Parties.

[Signature Pages Follow]

This Agreement is entered into by the Parties as of the Effective Date defined above.

AJ ROCK:

AJ ROCK LLC,
a Utah limited liability company

By: _____

Print Name: _____

Title: _____

DISTRICT:

**METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY**

By: _____

Name: Annalee Munsey

Title: General Manager

April ____, 2024

Cottonwood Title Insurance Agency, Inc.
1996 East 6400 South, Suite 120
Murray, Utah 84121
Attention: Cort Ashton
Email: cort@cottonwoodtitle.com

Re: Easement Agreement (“**Agreement**”) between Metropolitan Water District of Salt Lake & Sandy, a political subdivision of the State of Utah (“**District**”), AJ Rock LLC, a Utah limited liability company (“**AJ Rock**”) and Cottonwood Heights City (“**City**”, and together with District and AJ Rock, the “**Parties**”) dated April ____, 2024 on parcel number 22-23-426-001 (the “**Parcel**”) in Salt Lake County, Utah.
File No. 177043-CAP

Dear Cort:

Cottonwood Title Insurance Agency, Inc. (“**Title Company**”), has been retained by the District and AJ Rock as the escrow agent in connection with the recording of the above-referenced Agreement and issuance of the Title Policy (defined below) in connection with such Agreement (the “**Transaction**”) through the above-referenced file (the “**Escrow**”). This letter shall serve as the Parties’ joint closing instructions for recording and funding of the Escrow.

You may request that the District or AJ Rock execute your standard form closing instructions, but the instructions in this letter shall supersede any conflicting instructions you might request the Parties to sign.

1. Delivery of Documents for Recording. Delivered to you herewith or previously by the appropriate parties are the following original documents, which should be executed, acknowledged by a notary public, and subsequently recorded:

a. Easement Agreement (Salt Lake Aqueduct) executed and acknowledged by each of the Parties.

2. Delivery of Other Documents. Delivered to you herewith or previously by the appropriate parties are the following documents:

a. Any other documents required by Title Company in connection with the Transaction and issuance of the Title Policy (defined below).

3. Delivery of Funds. AJ Rock will transmit to you by wire transfer (i) the sum of \$20,000.00 (the “**Cash Bond**”); and (ii) the amount necessary to pay the premium for the Title Policy, plus all recording and escrow fees related to the closing and recording of the Agreement.

4. Recording; Disbursement of Escrow Funds. Title Company is authorized to record the Agreement with the Salt Lake County, Utah Recorder’s Office and disburse the Cash Bond to the District when, and only when, Title Company has satisfied the following conditions:

a. You are in possession of a fully executed and notarized original of the Agreement, electronically executed copies, or original copies if available, of all

documents described in **Section 2** and all necessary funds pursuant to **Section 3** hereof;

b. Title Company is in a position to irrevocably issue to District a standard coverage policy of title insurance consistent with your commitment for title insurance, File No. 177043-CAP, dated March 18, 2024, with no additional exceptions, insuring the District's easement rights under the Agreement (the "**Title Policy**"), with insurance in the amount of \$450,000.00 and dated as of the date the Agreement is recorded.

c. All monetary liens, if any, associated with the Parcel have been subordinated to the Agreement;

d. You have executed and delivered to the undersigned a copy of these instructions (by E-mail with an original to follow as provided below).

Your recordation of the Agreement and disbursement of the Cash Bond to the District shall constitute evidence that you have satisfied all of the foregoing conditions. Please notify the undersigned by email on the date of recording to confirm that the recording has, in fact, occurred.

5. Delivery of Title Policy. When completed, please issue and deliver the Title Policy to the District by directing it to the attention of the District's legal counsel, Dani Cepernich, at Spencer Fane Snow Christensen & Martineau, 10 Exchange Place, Ste. 1100, Salt Lake City, UT 84111; Email: dcepernich@spencerfane.com.

6. Delivery of Documents. Upon recordation of the Agreement, please deliver to the undersigned:

a. Conformed copies of each of the recorded Agreement, showing the recording information;

b. Fully executed originals or copies, as applicable, of each of the documents referenced in **Section 2**; and

c. One (1) fully executed original of these instructions.

If you receive additional or contrary instructions regarding this transaction, you are instructed not to close the transaction until you have been expressly advised by the undersigned or another member of this firm to comply with such instructions. If the recoding does not occur on or before 5:00 p.m., Salt Lake City, Utah time, on [CLOSING DATE], you are instructed to deliver to the undersigned all documents, checks, funds (together with interest accrued thereon) and other materials deposited with you, unless you have been expressly advised by the undersigned that a subsequent closing date has been agreed upon.

Thank you for your cooperation and assistance with this matter. Please acknowledge your acceptance of and agreement to be bound by these instructions, and your further agreement that we may rely on an electronically transmitted copy of your signature, by the signing this letter in the space provided below.

Sincerely,

LEGAL COUNSEL FOR AJ ROCK
Dentons Durham Jones Pinegar P.C.

By:

Brian C. Cheney
Email: brian.cheney@dentons.com

LEGAL COUNSEL FOR DISTRICT
Spencer Fane Snow Christensen &
Martineau

By:

Dani Cepernich
Email: dcepernich@spencerfane.com

cc: Tom Henriod (via E-mail)
Serra Nemelka (via E-mail)
Elizabeth Passey (via E-mail)
Ammon Allen (via E-mail)

ACCEPTED AND AGREED:

Cottonwood Title Insurance Agency, Inc.

By: _____
Its: _____
Date: _____

When recorded, mail to:
Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, UT 84093

PARCEL NO.: 22-23-426-001

NOTICE OF PARTIAL ABANDONMENT AND TERMINATION OF EASEMENT

NOTICE IS GIVEN TO ALL PERSONS that as a result of, and subject to the terms of, that Easement Agreement (Salt Lake Aqueduct) recorded [Date], 2024, as Entry [###], Book [###], Page [###] in the records of the Salt Lake County Recorder (the “Easement Agreement”), the METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY (“District”) no longer holds an easement interest that encumbers the following portion of Parcel No. 22-23-426-001 (the “Subject Property”):

LEGAL DESCRIPTION.

This area is depicted in Exhibit A.

The District’s historical interest in the Subject Property is as follows:

1. District owns and operates the Salt Lake Aqueduct (“SLA”) and certain improvements (all manner of works, equipment, facilities and infrastructure) appurtenant to the SLA, a portion of which runs through the Subject Property.
2. The SLA was constructed between 1939 and 1951.
3. The easement for the SLA through the Subject Property was originally acquired by Warranty Deed of Easement recorded May 20, 1948, as Entry 1121711, Book 610, Page 416 with the Salt Lake County Recorder.
4. Gravel pit excavation activities on the Subject Property led to relocation of the SLA in or around 1985. The relocated SLA is located within an easement on the Subject Property acquired by Warranty Deed (Easement) recorded December 6, 1985, as Entry 4173234, Book 5715, Pages 2367 to 2369 (the “1985 Easement”). The 1985 Easement includes prohibitions on adding or removing material and the placement of trees, structures, or improvements within the 1985 Easement.
5. Under the Provo River Project Transfer Act, Pub. L. 108-382 (Oct. 30, 2004), the United States Congress directed the Secretary of the Interior to convey to the District “all right, title, and interest of the United States in and to the Salt Lake Aqueduct.”
6. On October 2, 2006, the United States Department of Interior, Bureau of Reclamation issued a Quitclaim Deed to the District for “all of Grantor’s right, title, and interest in and to lands and interests in lands located in Salt Lake County, Utah, commonly

referred to as the Salt Lake Aqueduct, more particularly described in Exhibit A, TOGETHER WITH, all facilities, equipment, improvements, fixtures, features and appurtenances located in, under or upon such lands or interests in lands.” That deed was recorded on October 2, 2006, as Entry 9862736, Book 9359, Pages 677016929 in the office of the Salt Lake County Recorder. Exhibit A to the deed consists of copies of deeds the United States had acquired for the SLA Corridor and legal descriptions of other parts of the SLA Corridor. The 1985 Easement was inadvertently omitted from Exhibit A.

7. On November 7, 2012, the United States Department of Interior, Bureau of Reclamation issued a Correction Quitclaim Deed to the District, correcting Exhibit A to include the 1985 Easement. That Correction Quitclaim Deed is recorded as Entry 11510034, Book 10075, Pages 1862 to 1882 with the Salt Lake County Recorder.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

EXHIBIT A

DEPICTION OF ABANDONED EASEMENT AREA