

Tab 4

Engineering Committee report





Consider appeal from Alpine Hollow development

Last Update: January 16, 2025

Background: The Ridges at Alpine, LLC is seeking a variance to policy to permit utilities and access across District-owned property to serve the proposed Alpine Hollow Development. Alpine Hollow is a 110-acre parcel located on the south side of Traverse Ridge in Draper and intended to develop into 50 residential lots.

For various reasons, the developer is unable to connect roads or utilities into neighboring Alpine or Highland. This means the only point of access is through Draper from Suncrest Drive and across the District's property. The Applicant's request for a private road and utilities was denied on September 25, 2024.

Policies and Procedures (P&P) Chapter 16-7 states

3.a.i) Public Roads. Public roads are not desirable within Aqueduct Corridors unless alternative traffic corridors are available to accommodate the rerouted traffic for times of repair or replacement of the Aqueducts or associated works, equipment, facilities, and infrastructure.

3.c) Private Roads. Except for District purposes, new, primary access, private roads are not permitted on District fee land...

The applicant anticipates water, sewer, fiber optic, gas, and electrical utilities to be installed with the road. Grading associated with the proposed road and utilities will also require an agreement. The District does not normally enter into agreements with entities similar to Homeowners' Associations due to their variable nature.

Expected agreements include:

1. Draper City: road, water line, and grading
2. Jordan Basin Improvement District: sewer
3. Lumen: communications
4. Comcast: communications
5. Enbridge: natural gas
6. Rocky Mountain Power: electrical power

The Applicant's rebuttal to these matters is included in their appeal of October 10, 2024. By letter dated December 11, 2024, Draper City agreed to take responsibility for agreements for the road, grading, and city-operated utilities. The Applicant also agreed that no construction would occur until all agreements are in place, including those with Draper City and other utilities.

P&P 16-4.4 limits agreement duration to "...50 years for a public organization." Permitting the road and utilities without a secondary loop is tantamount to granting a perpetual license or easement, as removal would be difficult if any of the entities refused to renew the utility agreement in the future. The board will want to consider a perpetual term for the agreements described herein.

Committee Activity: The Engineering Committee discussed this item on November 19, 2024 and January 14, 2025 and recommended the board grant a variance to District policy permitting the requested uses due to the unique nature of the request and location, including the depth of the SLA



Recommendation: Grant a variance to District policy to permit the road, utilities, and grading by agreement under the conditions described in this report. The variance is due to the unique circumstances also described in this report.

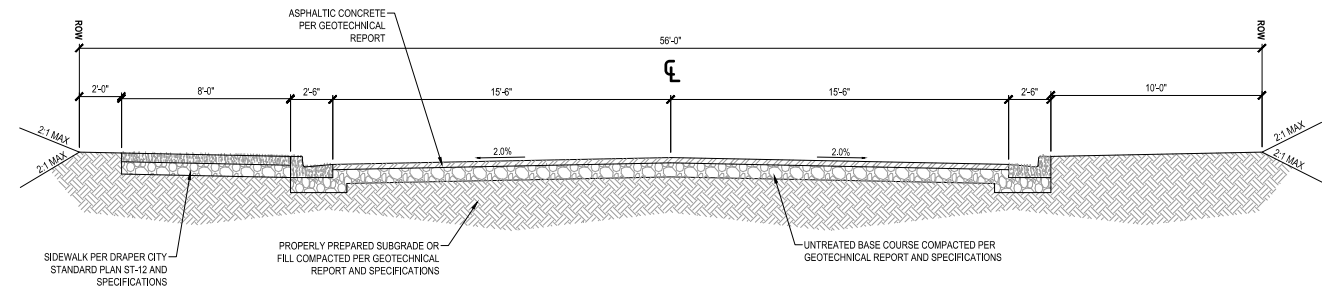
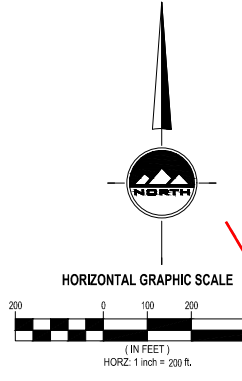
Attachment:

- Site Plan
- Annotated drawings
- Appeal letters

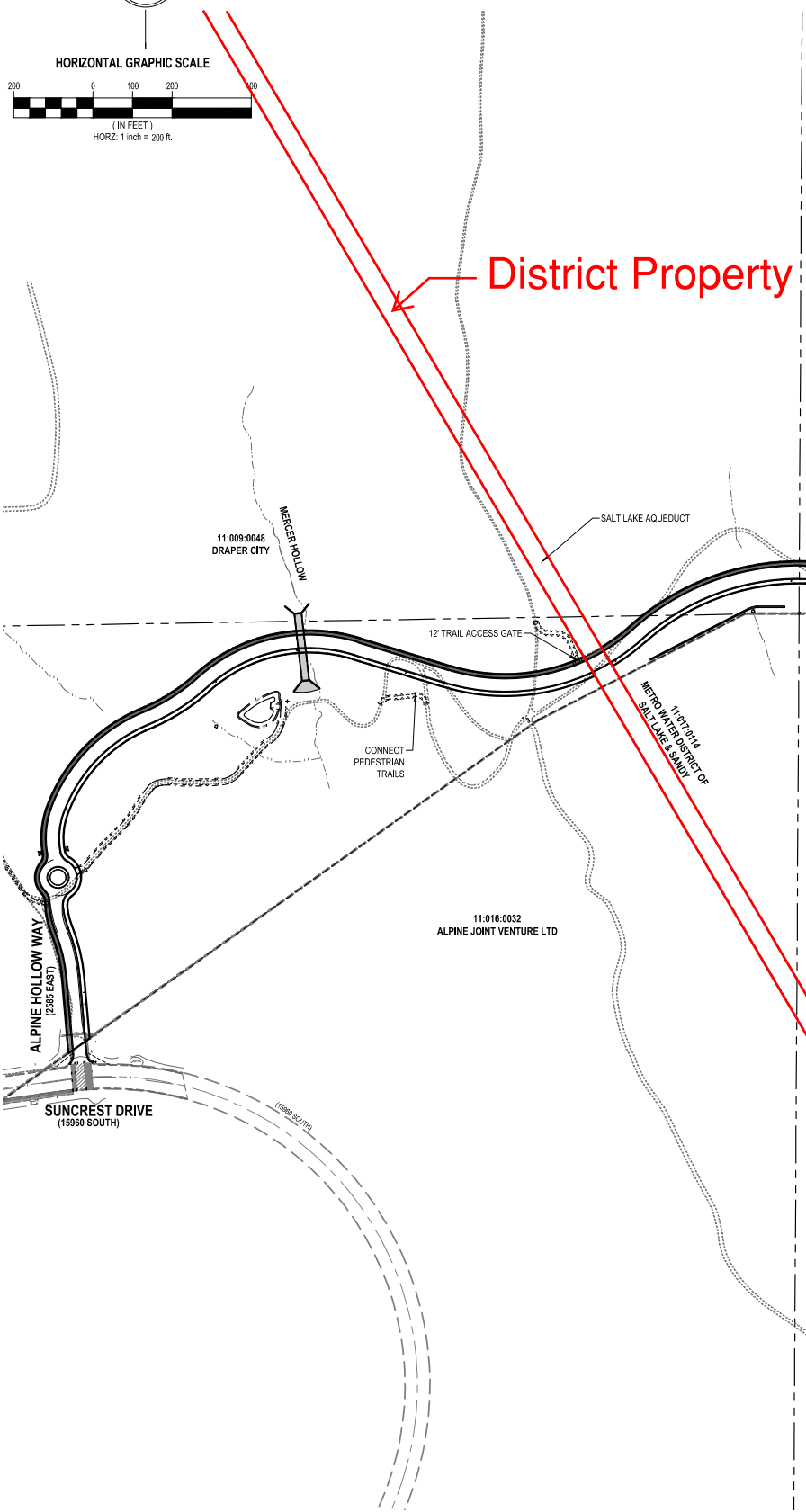
811
Know what's below.
Call before you dig.

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK
NORTH QUARTER OF SECTION 23,
TOWNSHIP 4 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
ELEV = 5244.22 (NAV088)



- GENERAL NOTES**
- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 - ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
 - SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
 - ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
 - ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
 - NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
 - THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.



1 56' ROAD CROSS SECTION
PRIVATE STREET RIGHT-OF-WAY
SCALE: NONE

ENSIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
TRIUMPH DESIGN BUILD
5151 SOUTH 900 EAST, STE. 250
SALT LAKE CITY, UTAH 84117

CONTACT:
DAVID KILLPACK
PHONE: 801-718-3222

**ALPINE HOLLOW SUBDIVISION
PRELIMINARY SUBMITTAL**
15900 SOUTH 2800 EAST
DRAPER, UTAH



PRELIMINARY

OVERALL SITE PLAN

PROJECT NUMBER: 8864E
PRINT DATE: 7/2/24
DRAWN BY: J. GERA
CHECKED BY: R. ELDER
PROJECT MANAGER: R. ELDER

E 0311

811

Know what's below.
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@ 811 AT LEAST 48 HOURS
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BENCHMARK

NORTH QUARTER OF SECTION 23,
TOWNSHIP 4 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
ELEV = 5244.22 (NAVD83)

GENERAL NOTES

1. ALL SANITARY SEWER INFRASTRUCTURE TO BE INSTALLED PER SOUTH VALLEY SEWER DISTRICT STANDARD PLANS AND SPECIFICATIONS.
2. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND INVERT ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES BEFORE STAKING OR CONSTRUCTING ANY NEW SEWER LINES.
3. FOUR FEET OF COVER IS REQUIRED OVER ALL SEWER LINES.

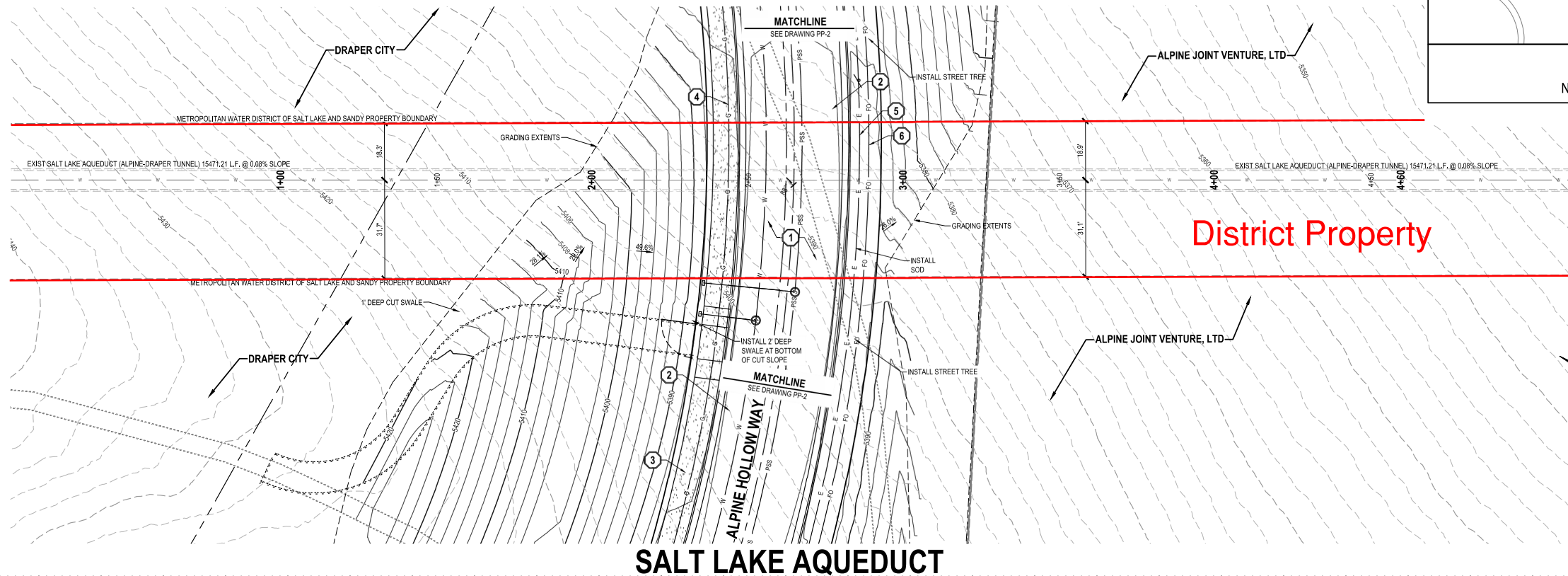
SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS.

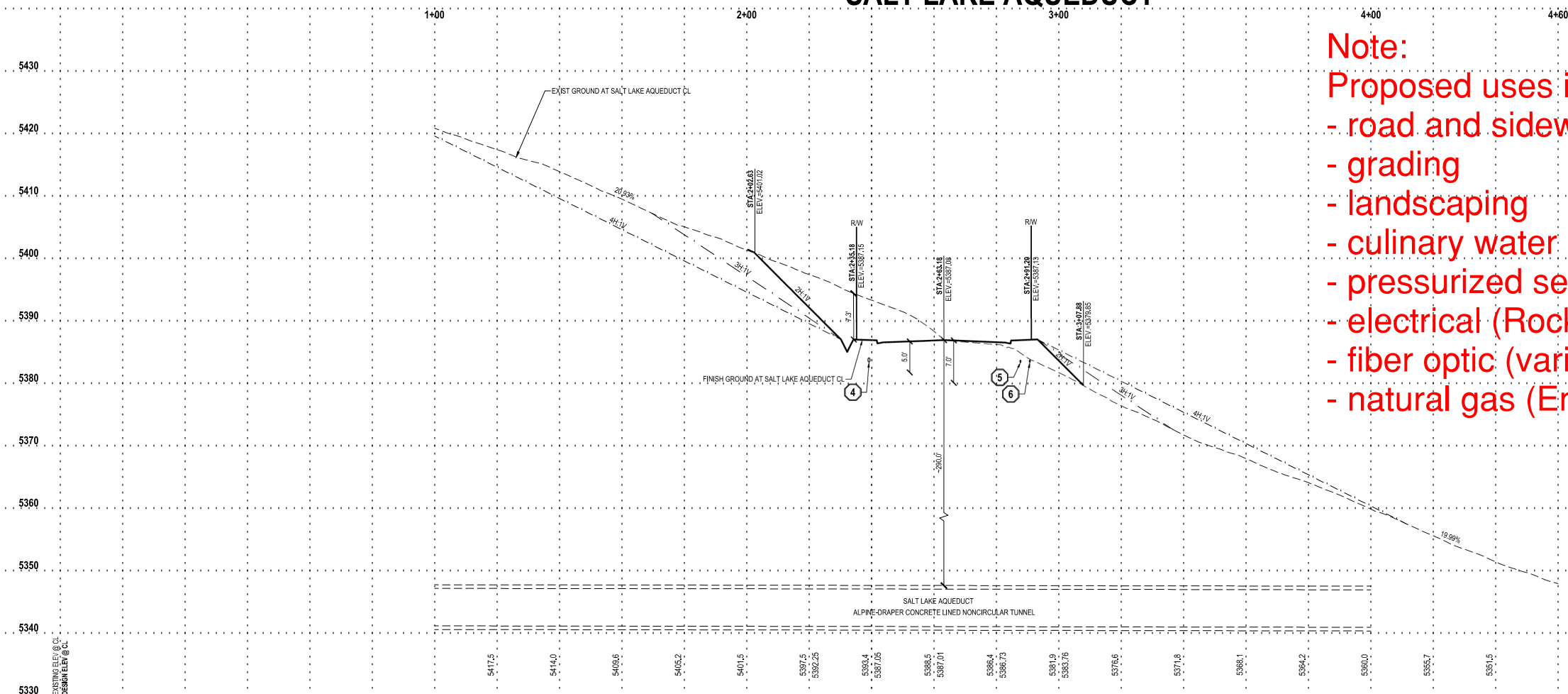
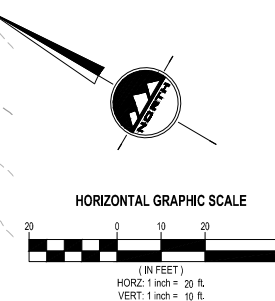
- 1 ASPHALT PAVEMENT PER GEOTECHNICAL REPORT.
- 2 30" STANDARD CURB AND GUTTER PER DRAPER CITY STANDARD DETAIL, ST-10 AND SPECIFICATIONS.
- 3 6" THICK CONCRETE SIDEWALK PER DRAPER CITY STANDARD DETAIL, ST-12 AND SPECIFICATIONS.
- 4 PROPOSED GAS LINE LOCATION. DESIGN TO BE PROVIDED BY OTHERS.
- 5 PROPOSED ELECTRICAL LINE LOCATION. DESIGN TO BE PROVIDED BY OTHERS.
- 6 PROPOSED FIBER OPTIC LINE. DESIGN TO BE PROVIDED BY OTHERS.



KEYMAP
NOT TO SCALE



SALT LAKE AQUEDUCT



Note:
Proposed uses include

- road and sidewalk (Draper City)
- grading
- landscaping
- culinary water (Draper City)
- pressurized sewer (South Valley Sewer)
- electrical (Rocky Mountain Power)
- fiber optic (various)
- natural gas (Enbridge)



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TRIUMPH DESIGN BUILD
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SALT LAKE CITY, UTAH 84117

CONTACT:
DAVID KILLPACK
PHONE: 801-718-3222

**ALPINE HOLLOW SUBDIVISION
PRELIMINARY SUBMITTAL**

15900 SOUTH 2800 EAST
DRAPER, UTAH



PRELIMINARY

**SALT LAKE AQUEDUCT
PLAN AND PROFILE**

PROJECT NUMBER: 8864E PRINT DATE: 7/2/24
DRAWN BY: J. GERA CHECKED BY: R. ELDER
PROJECT MANAGER: R. ELDER

PP-7

Metropolitan Water District of Salt Lake & Sandy

3430 East Danish Road, Cottonwood Heights, UT 84093
Phone: 801-942-1391 Fax: 801-942-3674
www.mwdsls.gov



September 25, 2024

David G. Killpack
Triumph Construction, LLC
5151 South 900 East, Suite 250
Salt Lake City, Utah 84117

Dear Mr. Killpack:

Thank you for meeting with District staff on September 17, 2024 to discuss your application for use of the Salt Lake Aqueduct (SLA) Corridor near the proposed Alpine Hollow development. The application requests a road, water, sewer, and grading across the District's property to serve 50 residential lots.

It is the District's mission to maintain necessary, proper, and timely access to our facilities and property, as well as reduce the District's exposure to liability claims and minimize costs to the public. These objectives are outlined, along with permitted and unpermitted uses, in the District's Policies and Procedures Chapter 16, which is available to you at www.mwdsls.gov. The District reviewed your application and identified the following inconsistencies with Chapter 16:

Road: The proposed road is the sole access point for all 50 lots. We also understand from our meeting it would be a private road. Public roads are permissible across the District's property provided an alternative access is available to accommodate rerouted traffic for times of repair or replacement of the District's facilities, or maintenance of its property (16-7.4-a.i). Private roads are not permitted on District property (16-7.4.c).

Utilities: The application describes the need for water and sewer utilities along the road alignment. The project drawings also show fiber optic, gas, and electrical. Secondary (i.e. looped from another location) access for these new utilities should also be considered to prevent potential outages due to work on District property. Each utility would require its own agreement with the utility owner prior to installation. Utilities will be required to sign the agreement the District provides and will not be permitted to make substantial changes. Utilities must be owned by a utility company and not a Homeowners' Association or similar entity.

Grading: Grading within the District's property is perhaps best shown on Drawing PP-7. The proposal is to grade a width of approximately 110 feet, including the road. Side slopes are proposed at 2H:1V, with a drainage swale on the north side of the road. Grading, if approved, requires a restoration plan upon conclusion of the agreement or a responsible party to indemnify and defend the District for consequences of the permitted grade changes (16-7.12.c). Before approving grading, the District will require, in writing, agreements from Draper City, the developer, and other interested parties that they will comply with this requirement. These affidavits will be recorded and be binding on successor interests. Provisions should also be made to allow the District to access its property both north and south of the proposed road.

Metropolitan Water District of Salt Lake & Sandy

3430 East Danish Road, Cottonwood Heights, UT 84093

Phone: 801-942-1391 Fax: 801-942-3674

www.mwdsls.gov



We appreciate the time you have taken to meet with us and submit your application. Nevertheless, your request does not meet with the District's objectives to inspect, operate and maintain the SLA and your request is therefore denied.

Please be advised that you may appeal this decision to the Engineering Manager. Appeals shall be in writing explaining the reasons for the appeal and be received within 30 days of receipt of this letter. If an appeal is not received, the District will assume you have abandoned the application.

If you would like to discuss this denial, please contact me at 801-942-9668.

Sincerely,

Adam Pett
Right of Way Supervisor

A handwritten signature in black ink, appearing to read "Adam Pett", with a long horizontal line extending to the right.

cc: Ammon Allen, Engineering Manager

THE RIDGES AT ALPINE, LLC

5151 SOUTH 900 EAST
SUITE 250
SALT LAKE CITY, UTAH 84117

October 10, 2024

Metropolitan Water District of Salt Lake & Sandy
Attn: Annalee Munsey, General Manager
3430 East Danish Rd.
Cottonwood Heights, UT 84093

Re: Appeal of Denial of Application for Right of Way Access (Use) of the Salt Lake Aquaduct Corridor –
Alpine Hollow Project (Draper, Utah)

Dear Ms. Munsey,

We express our thanks to Ammon Allen and Adam Pett for taking the time to meet with us and assist in helping us understand and navigate the application and appeal processes. It has been most helpful. We have attempted to comply with specificity throughout the process. In the event we are incorrect regarding the dates, facts or procedure as outlined below, please let us know. We appreciate this additional review of our Application

Procedural Background:

1. September 3, 2024, The Ridges at Alpine, LLC (Applicant) filed an Application for Right of Use of District Land.
2. September 17, 2024, a meeting was held at the District Offices with Mr. Allen and Mr. Pett. David Dobbins representing Draper City was also present at that meeting in support of the Application.
3. September 25, 2024, Applicant received the District's letter denying the Application on the grounds discussed in the meeting.
4. October 1, 2024, Ridges submitted an appeal to the District.
5. October 4, 2024, Ammon Allen (Engineering Manager) responded, acknowledging receipt of the appeal, that Applicant had met the requirements of an appeal, and that the District had properly interpreted the guidelines in its denial.

In accordance with the District's procedures, we are now requesting the General Manager's review of the Application. The applicant is also requesting that the General Manager approve the Application as it stands given the discretion vested in the General Manager by the Guideines. In the alternative, the Applicant is requesting the General Manager's assistance in moving this matter forward to a hearing with the Board of Trustees scheduled for December 16, 2024.

Additional Issues Requested to be Addressed.

Section 16-1-6 outlines the seven specific issues the Engineering Manager asked us to address in his 10/4/24 letter. It provides in part:

16-1-6) The Intent of this chapter is to provide guidelines and authorization to staff Agreements document balance between the needs of the District and affected property owners. Agreements should reasonably accommodate other uses of corridors so long as it is clear that such uses will not violate the District's rights. In doing so, the District desires to:

1. Maintain its ability to have necessary, proper, and timely access to the aqueduct corridors, as well as the aqueduct and any related improvements;
2. Minimize the costs to the public by protecting reasonable constructability for future repair and replacement projects;
3. Minimize costs to the public by avoiding litigation;
4. Minimize the exposure to liability claims;
5. Provide adequate security;
6. Enter into written agreements with others who are using the Aqueduct Corridors to outline the rights and obligations of the District and such others; and
7. Fulfill the District's fiduciary responsibilities to protect District assets for the benefit of the District's member cities, and the water users served by those member cities.

A. Background - The background of this project is as follows:

1. The Alpine Hollow Property ("Property") is a 110 acre parcel of land located in the very southeast corner of Draper City limits. It is bordered on the east by Alpine City and on the south by Highland City.
2. Prior to 2016, the owner of the Property was Draper City.
3. In 2016, Draper City sold the property to Blue Bison LLC to be developed into residential lots.
4. As part of that sale, Draper was in a position where it needed to grant an access easement (Access Road) across two adjacent Draper-City-owned parcels in order to connect the subject Property to Suncrest Boulevard. This Access Road is three-fourths of a mile in length and provides the only access to the Property.
5. The Salt Lake Aquaduct (SLA) Corridor transverses the Draper-owned properties, and runs perpendicular to the Access Road. There is no alternative access route around the SLA. There is also no opportunity for an additional access through Alpine or Highland City as further explained, below.
6. At the time of the original sale, Draper City zoning for the Property was residential. The density was to be determined by the number of access routes to and from the property. One access point limited the density to 50 residential lots. Multiple access points increased the permitted density to nearly 200 lots.

7. For 7 years following the purchase of the Property, Blue Bison, LLC made multiple attempts to obtain a secondary access through both Alpine City and Highland City. Those attempts were denied by both municipalities due to public outcry of neighboring subdivisions who, among other things, did not want the increased traffic through their quiet neighborhoods.
8. In an effort to increase the possibility of gaining an additional access through Alpine City, Blue Bison purchased 30 additional acres in Alpine City, east of and immediately adjacent to the Project. This was done with the plan of developing that Alpine property and connecting it directly to the subject Property in Draper.
9. Alpine City denied Blue Bison's application to connect the two projects, and passed an ordinance prohibiting any future connecting roads from Alpine to any adjacent municipalities. Litigation was instigated by Blue Bison, and Alpine's ordinance and decision was upheld.
10. On April 2, 2024, Blue Bison sold the Draper Property to The Ridges at Alpine, LLC (Applicant).
11. During Applicant's due diligence phase prior to purchasing the property, Applicant met separately with both cities (Alpine and Highland), confirming that no additional access points would be considered. As you might guess, there remains some lingering discord towards the previous developer; it was a non-starter for them to reconsider access.
12. Applicant is hopeful that the Alpine Hollow subdivision can move forward under the conditions of the original sale with the development of 50 residential lots, and with the sole access being the Access Road, which includes the right of way use granted by the District.

B. Site Considerations.

1. The SLA runs north and south transversing the entire adjacent parcels of property owned by Draper City. The SLA corridor effectively creates a barrier to access by land-locking all of the of the properties to the east in this particular location.
2. The only available access to the subject Property is to connect Suncrest Blvd to the subject Property.
3. Another note of importance is that the Access Road across the Draper parcels have been designated as permanent Open Space. These parcels (together with many others in the area) have been permanently placed in an irrevocable trust with Salt Lake County named as the designated Trustee. This prevents any future Draper City Council from ever selling any of the subject parcels of land.
4. The result is that there will never be any other development, residential or otherwise, utilizing the requested access Road including the use of the SLA right of way.

5. The tunnel through which the pipeline currently runs is located 250 feet below the surface of the land where the Access Road would be constructed.
6. In the event of a necessary repair to the pipeline, the access would be through the tunnel, not from the surface of the land.
7. The sewer and water lines will be installed according to plans at normal depths. The sewer piping through the SLA area will be protected as required by the District
8. The District will be granted use of the Access Road, together with necessary curbcuts within the SLA will create easy access to the District's Corridor on both sides of the road.
9. Developer will provide all revegetation and meet other conditions, as required.

C. Private Road vs. Public Road

1. The District's Guidelines provide that Private Roads are not allowed on the District's property.
2. In this case, the Applicant's (and Draper City's) position is that the road itself is not private but rather a private easement across public land owned by a public entity, Draper City.
3. Draper City prefers that the easement remain private and allow only access to the residents, their guests and invitees.
4. In addition and perhaps more importantly to the District is that Draper City has agreed to sign all necessary agreements and assume full responsibility for the upkeep, maintenance, and care of the road in the future, as though it were a regular public road.
5. As discussed at the meeting, Draper City will in turn require the Developer to perform said upkeep, maintenance and care. Nevertheless, the ultimate responsibility will be upon the City, as it pertains to the District's interest and protection.
6. Draper City's agreement to assume responsibility alleviates any concerns regarding the Access Road's public versus private designation.

D. Utility Crossings - The District's second reason for denial pertains to the requirements for utilities such as water, sewer, fiber optics, natural gas, and electricity to cross the District's right of way.

A. Looping of Utilities.

1. The District's requirement to loop the sewer and water utilities from another location to avoid potential utility shutdowns is not available, and not needed in this situation.

2. In order to loop these utilities, it would require the adjacent cities (Alpine and Highland) to allow connections to their cities. According to Ensign Engineering, there is no feasible access to Alpine due to the location of the sewer and water systems.

In contrast however, although there is the possibility of physically connecting to Highland City Sewer and water, that request was also denied by the City.

3. By way of explanation, South Valley Sewer District (SVSD) requested that we set up a meeting with Highland City to discuss the potential of tying into Highland's sewer system. SVSD preferred connecting to Highland's system in lieu of the lift station currently designed for our Project.
4. Matt Garn from the SVSD attended the Highland City meeting with Bob Elder and myself. In spite of our collective efforts, Highland City refused to allow our project to connect to its systems.
5. As a result, looping the sewer and water systems, as required by the District Guidelines cannot be implemented. The adjacent municipalities will not allow the connections.
6. Since access to the pipeline can only occur through the tunnel, the possibility of shutting down the Alpine Hollow utilities for future repair of the pipeline is not a concern.

E. Utility Agreements:

We are fully committed to working with the relevant utility companies to ensure that they execute the appropriate agreements with the District for any utility crossings. If necessary, we will explore alternative routes for electrical, fiber optics, and natural gas utility services to avoid any conflict with District requirements.

F. Grading

- A. Finally, regarding the grading issues, The Ridges at Alpine is required by Draper City, as a condition for approval of the project, to revegetate all cuts and fills across the project and Access Road. This commitment extends to the District's land, ensuring that the area will be properly maintained and cared for in the future. We are prepared to work closely with the District to ensure all revegetation is completed to your satisfaction.

CONCLUSIONS AND REQUEST

Given the site and utility access limitations from adjacent jurisdictions, the depth of the aqueduct, the future repairs to the pipeline occurring from the tunnel (not the surface), the District's policy to accommodate reasonable requests, the Applicant is seeking a variance from the District's standard policy and hereby requesting that the Application be approved. It is our position that each of the mitigating requirements of 16-1-6 have been met, or are not applicable to this situation. Again, those conditions are:

- a) Maintain its ability to have necessary, proper, and timely access to the aqueduct corridors, as well as the aqueduct and any related improvements, and
- b) b) Minimize the costs to the public by protecting reasonable constructability for future repair and replacement projects.

Answers: The District will have greater (paved) access to that portion of the SLA corridor and the improvements situated thereon. In addition, there is no physical impediment to accessing the SLA from the surface in this location, because the pipeline runs through a tunnel that is 250 feet below the surface. The tunnel (not the surface) is used for access to repair any problems.

- c) Minimize costs to the public by avoiding litigation;
- d) Minimize the exposure to liability claims;
- e) Provide adequate security;
- f) Enter into written agreements with others who are using the Aqueduct Corridors to outline the rights and obligations of the District and such others; and
- g) Fulfill the District's fiduciary responsibilities to protect District assets for the benefit of the District's member cities, and the water users served by those member cities.

Answers: This is a straightforward transaction allowing a two lane road to pass from one public parcel of land to another public parcel of land with use limited to the residents and their guests for a single 50 lot subdivision. This will be a private subdivision with the responsibility to maintain its own improvements. There will be a guard shack at the entrance to provide adequate security to the site and to the District's property. The Applicant and the District will enter into an agreement that will mitigate any other potential risks to the District.

Finally, the District's own policies suggest an approach of fairness and equity in situations of this nature. In particular, the following sections are some of the examples of this of such approach:

Section 16 – 1–9 provides “the District's intent to is to implement these objectives and provide these protections in a ***fair, timely and reasonable manner***.”

Section 16 –7–1 provides in part, “...Staff should consider all applications for use of the adduct quarters on a case by case basis under the standards in the chapter ***as a guide. The GM has authority to interpret and extrapolate the standards in this chapter for existing and requested uses of the aqueduct corridors***.”

Section 16 –7–4 a Roman numeral for provides all public roads are subject to approval by the GM on an individual basis. In this case, the general manager has clear authority to approve the requested as designed.

We hope this letter addresses the concerns outlined in your October 4, 2024 letter, and we look forward to further discussions. The Ridges at Alpine is committed to working collaboratively with the Metropolitan Water District to ensure the responsible development of our project while respecting all guidelines and requirements of the District.

Thank you for your consideration of this response. We look forward to receiving your response.

Sincerely,

A handwritten signature in blue ink that reads "David G. Killpack". The signature is written in a cursive style with a large, stylized initial "D".

The Ridges at Alpine, LLC
David G. Killpack, Manager



DRAPER CITY HALL

City Manager | 1020 E. Pioneer Rd. Draper, UT 84020

December 11, 2024

Ammon Allen
Metropolitan Water District of Salt Lake & Sandy
3430 East Danish Road
Cottonwood Heights, UT 84093

RE: The Ridges at Alpine Appeal

Dear Ammon,

In 2016 Draper City sold 110 acres of property for a future residential development that is now known as The Ridges at Alpine. The City has a vested interest in seeing the road and utility crossing of the Metro Water property approved for this development, and which is now the subject of an appeal request.

Draper City supports Dave Killpack's appeal request and will take responsibility for the appropriate agreements for crossing Metro Water's property in regards to the proposed development. This includes agreements for the road, grading, and utilities.

Please reach out to me directly if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike Barker", with a long horizontal flourish extending to the right.

Mike Barker
Draper City Manager

CC: Scott Cooley, Draper Public Works Director



Consider approval of Cooperation Agreement with Spencer Jacobs

Last Update: January 16, 2025

Background: The Jacobs property is encumbered by the SLA and will be encumbered by the SLAR. The SLAR easement acquisition team began working with Mr. Jacobs in February 2024.

While negotiating the SLAR easement, Mr. Jacobs requested restoration of existing uses that are not specifically described in the Easement Agreement. Specifically, Mr. Jacobs requested two sheds (the agreement permits one), a hot tub (the agreement is silent), and an unreinforced railroad tie retaining wall. The retaining wall is not within the SLAR easement and will not be impacted by construction, but is within the SLA easement. Regarding these uses, the SLAR Easement Agreement states

Landowner shall not place any other structures or improvements of any nature within the Easement or make any material changes to the ground elevation within the Easement 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 SLAR, or may make the District's enjoyment of the Easement more expensive or more time consuming.

The attached Cooperation Agreement documents the terms under which the second shed and hot tub may exist within the SLAR easement, and the unreinforced railroad tie retaining wall within the SLA easement, should these items be permitted by the board. The shed and hot tub are on skids and moveable. The retaining wall is for grading only and is nonstructural, which is an approved use in Policies and Procedures 16-7.4.a.iii. If permitted, these features will be specific to Mr. Jacobs and must be removed before he sells or otherwise transfers the property.

The standard easement agreement for the SLAR includes restoration (including reinstallation) of permitted items following District activity. These items include a single shed, unreinforced concrete, fencing, landscaping, play equipment, and buried utilities.

The property is shown on Exhibit A of the attached Cooperation Agreement.

Committee Activity: The Engineering Committee discussed this item on January 14, 2025 and recommends the board approve the agreements.

Recommendation: Approve the attached Easement Agreement and Cooperation Agreement.

Attachments:

- Easement Agreement
- Cooperation Agreement

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

Salt Lake County Parcel No. 22262810020000

EASEMENT AGREEMENT

This Easement Agreement (Agreement) is entered into by the METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY, a Utah metropolitan water district (the District) and SPENCER JACOBS (Landowner).

AGREEMENT PURPOSES

Landowner holds fee title to the following tract of land in Cottonwood Heights City, Salt Lake County, Utah:

Lot 36 of the Reindeer Hills #2 Subdivision according to the official plat thereof recorded with the Salt Lake County Recorder's office

(the Parcel). The Parcel has a street address of 7288 S Marinda Way, Cottonwood Heights City, Utah, and has been assigned by Salt Lake County the parcel number of 22262810020000.

The District is constructing the Cottonwoods Connection project (the Project), which includes large water pipelines (with associated improvements) that will reach from a point near the mouth of Big Cottonwood Canyon to the District's Little Cottonwood Water Treatment Plant located near Little Cottonwood Creek. The Project includes an aqueduct being referred to as the Salt Lake Aqueduct Replacement (SLAR) that will mostly be constructed parallel to and relatively near the existing Salt Lake Aqueduct (SLA). The SLAR will eventually function in conjunction with the existing SLA; it will not actually completely replace the SLA. For the most part, the SLAR will be constructed in existing easements that allow the District to construct, own, operate, repair and replace the SLA.

A portion of the SLAR will be constructed across the Parcel. The District has requested a permanent easement for the SLAR across a portion of the Parcel from Landowners.

For good and valuable consideration, the sufficiency and receipt of which is acknowledged by Landowner, Landowner has agreed to convey to the District a permanent easement across a portion of the Parcel for the SLAR, all as more particularly described below.

AGREEMENT TERMS

1. Conveyance of Permanent SLAR Easement. Landowner hereby conveys and warrants only against all who claim by or through Landowner, to the District a perpetual easement for the survey, planning, layout, construction, use, operation, inspection, maintenance, repair, replacement, and improvement of the SLAR, or its replacement or replacements, and

related improvements on, over, under, and through the following described land located in Cottonwood Heights City, Salt Lake County, State of Utah (the Easement):

A PORTION OF A FIFTY FOOT WIDE PERPETUAL EASEMENT FOR A WATERLINE LYING WITHIN THE EXISTING METROPOLITAN WATER DISTRICT OF SALT LAKE AND SANDY AQUEDUCT EASEMENT AND BEING A PORTION OF THE SPENCER JACOBS, AN UNMARRIED MAN (GRANTOR) PROPERTY, APN 22-26-281-002, LOCATED WITHIN LOT 36, REINDEER HILLS NO. 2 SUBDIVISION, FILE NO. NN-040, SALT LAKE COUNTY RECORDS, IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THE GRANTOR'S PROPERTY, WHICH POINT LIES SOUTH 89°12'34" WEST ALONG THE QUARTER SECTION LINE 1303.13 FEET AND NORTH 00°47'26" WEST 724.29 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 26; AND RUNNING THENCE ALONG SAID SOUTHERLY LINE OF THE GRANTOR'S PROPERTY NORTH 68°45'13" WEST 27.14 FEET; THENCE ALONG THE WESTERLY LINE OF SAID GRANTOR'S PROPERTY NORTH 00°07'35" WEST 79.52 FEET; THENCE NORTH 16°39'00" EAST 10.10 FEET TO THE NORTHERLY LINE OF THE GRANTOR'S PROPERTY; THENCE ALONG SAID NORTHERLY LINE OF THE GRANTOR'S PROPERTY SOUTH 68°45'13" EAST 50.16 FEET; THENCE SOUTH 16°38'59" WEST 84.39 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,367 SQUARE FEET OR 0.077 ACRE, MORE OR LESS.

The approximate location of the Easement is shown in Exhibit A, attached.

2. Landowner's Use of Land Subject to the Easement. Landowner may utilize the land that is subject to the Easement for the following:

(a) 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 Easement, and turf;

(b) above-ground trampolines, swing sets, and similar play sets, and picnic chairs and tables that can be quickly removed without excavation and without mechanized equipment;

(c) non-masonry fencing, so long as the fencing provides reasonable and efficient access to the Easement, including gates to allow access to any portion of the Easement that is not otherwise accessible. If the gate is to be locked, it shall have the ability to install a District lock for District access;

- (d) unreinforced concrete, asphalt or other unreinforced paving or flatwork;
- (e) unreinforced curbing, gutters;
- (f) road base or gravel driveways or walkways;
- (g) one single-pole mailbox if on frontage of property;
- (h) not more than one shed for gardening, storage, or small animal husbandry.

The shed shall be no larger than 120 square feet in footprint, constructed on skids, without attachment to the ground or utilities, and capable of being dragged off the Easement with not more than a small mini excavator; and

(i) buried utilities, so long as any new crossing of the Easement is perpendicular to the SLAR at 90 degrees whenever practicable and not less than 60 degrees, maintains at least 18 inches of clearance from the SLAR, and has a metallic location strip. Any metal pipe or high voltage power lines in close proximity to the SLAR must have appropriate corrosion protection measures that provide protection of the SLAR.

Landowner shall not place any other structures or improvements of any nature within the Easement or make any material changes to the ground elevation within the Easement 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 SLAR, or may make the District's enjoyment of the Easement more expensive or more time consuming. Overhangs, footings, and foundations are prohibited.

Upon notice from the District that is reasonable under the circumstances, Landowner shall remove any above-ground trampolines, swing sets, similar play sets; picnic chairs and tables; and shed from the Easement. Landowner shall be responsible for storing such improvements outside of the Easement during the District's work within the Easement. In the event Landowner does not remove such improvements within the time identified by the District, the District or its contractors may do so. The District or its contractors shall have no obligation to maintain or store the improvements or restore them on the Parcel following the work, and shall not be liable for any damages associated with the removal of such improvements.

All uses of the land subject to the Easement shall be consistent with all applicable federal, state, and local statutes, regulations, ordinances, common law, and restrictive covenants, recorded declarations, and homeowner association rules.

No hazardous substances or substances of concern as defined by any applicable federal, state, or local statute, rule, or ordinance shall be stored on the land subject to the Easement. The use of such substances on or in close proximity to the land subject to the Easement shall be consistent with the manufacturer's instructions.

Landowner shall act reasonably to prevent the violation of these requirements by guests, family members, tenants, lessees, agents, employees, contractors, and others allowed to use the Parcel.

3. The District's Right to Correct. The District shall have the right to remove, haul off, and discard or destroy any use, structure, or improvement not expressly allowed under the terms of this Agreement if Landowner fail to do so after notice of non-conformity for a period of time that is reasonable under the circumstances (not to exceed 30 days). Landowner shall reimburse the District for all reasonable costs of any such removal, hauling off, and disposition as provided in Paragraph 5.

4. The District's Restoration Obligations. In the event use of the Easement by the District or its employees or contractors causes material damage to the land subject to the Easement, the District shall, at its sole expense:

- (a) refill and reshape and compact as reasonable all excavations;
- (b) remove excess materials; sort, grade, and replace topsoil; and
- (c) restore any landscaping (except that plants, including shrubs, may be immature and a similar, not necessarily the same, genus and species), irrigation systems, flatwork, fencing, curb, gutter, walkways, driveways, mailbox, and utilities in the affected area that are consistent with this Agreement to a reasonably similar pre-work condition at District's sole expense.

The District shall restore any other structures or improvements that were previously approved in writing by the District, consistent with the terms of the written approvals for the same.

Such restoration by the District shall be performed reasonably promptly as weather allows such work to be accomplished efficiently.

5. Reimbursement of the District. In the event that Landowner is required to reimburse the District for costs pursuant to this Agreement, Landowner shall reimburse the District for all costs reasonably incurred by the District within 90 days of mailing of an itemized invoice from the District for such costs. After 90 days following mailing of an invoice, all amounts due to the District will accrue interest at a rate of 10% annually, compounded annually. If any amounts remain payable to the District after 120 days following mailing of an invoice, the District may perfect a lien on the Parcel for the amounts owed the District, together with interest and costs of foreclosure, by making a reasonable attempt to contact Landowner to discuss the matter, followed by recording a Notice of Lien referencing this paragraph and the amount of the lien. The District will mail a copy of the recorded Notice of Lien to Landowner. Such a lien may be foreclosed in the same manner as a mortgage.

6. Notice. Any notice required by this Agreement will be deemed given when mailed or delivered to:

To the District:

Metropolitan Water District of
Salt Lake & Sandy
ATTN: General Manager
3430 East Danish Road
Cottonwood Heights, UT 84093

To Landowner:

Spencer Jacobs,
or current resident
7288 S Marinda Way
Cottonwood Heights, UT 84121

7. General.

(a) Specific Performance. The parties are entitled to the remedies of specific performance and/or injunctive relief for any breach of this Agreement that is not cured after notice of breach that is reasonable under the circumstances.

(b) Changes in Writing. This Agreement and any of its terms may only be modified, waived, or terminated by a written instrument properly executed by both parties.

(c) Authority. Persons signing this Agreement on behalf of any entity represent and warrant that they have full authority to enter into this Agreement for and on behalf of the entity for which they are signing. Landowner represents and warrants that he is the only owner of the Parcel, that no other person or entity claims any ownership interest in or to the Parcel, that he is duly authorized and empowered to sign this Agreement as it impacts the Parcel, and that no signature of any other person or entity is necessary to make this Agreement fully effective.

(d) Agreement binding on successors and 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 Landowner under this Agreement shall run with the Parcel and any portion thereof.

(e) Delay in Asserting Rights Will Not Constitute a Waiver. No delay of either party in asserting rights under this Agreement will constitute a waiver in whole or in part.

(f) No Impact to the Rights of Third Parties, if Any. Nothing in this Agreement is intended to, or should be interpreted to, affect the existing rights of third parties, if any, relating to the Parcel.

(g) No Intended Third Party Beneficiaries. Nothing in this Agreement is intended to benefit third parties or give them any interests, rights, claims, or causes of action.

(h) Entire Agreement. This Agreement contains the entire agreement of the parties regarding the Easement as it may impact the Parcel, and this Agreement supersedes all prior agreements, negotiations, and understandings between the parties regarding that topic.

(i) Existing SLA Easement. Any existing SLA easement that may impact the Parcel is not intended to be modified in any respect.

(j) Counterparts. This Agreement may be executed in counterparts.

DISTRICT:

DATED this ___ day of _____, 2025.

METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY

By: _____
Annalee Munsey
General Manager

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

On the ___ day of _____, 2025, Annalee Munsey personally appeared before me, 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 is duly authorized to sign the foregoing Easement Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy and that she signed the same on behalf of the Metropolitan Water District of Salt Lake & Sandy.

NOTARY PUBLIC

LANDOWNER:

DATED this ___ day of _____, 2025.

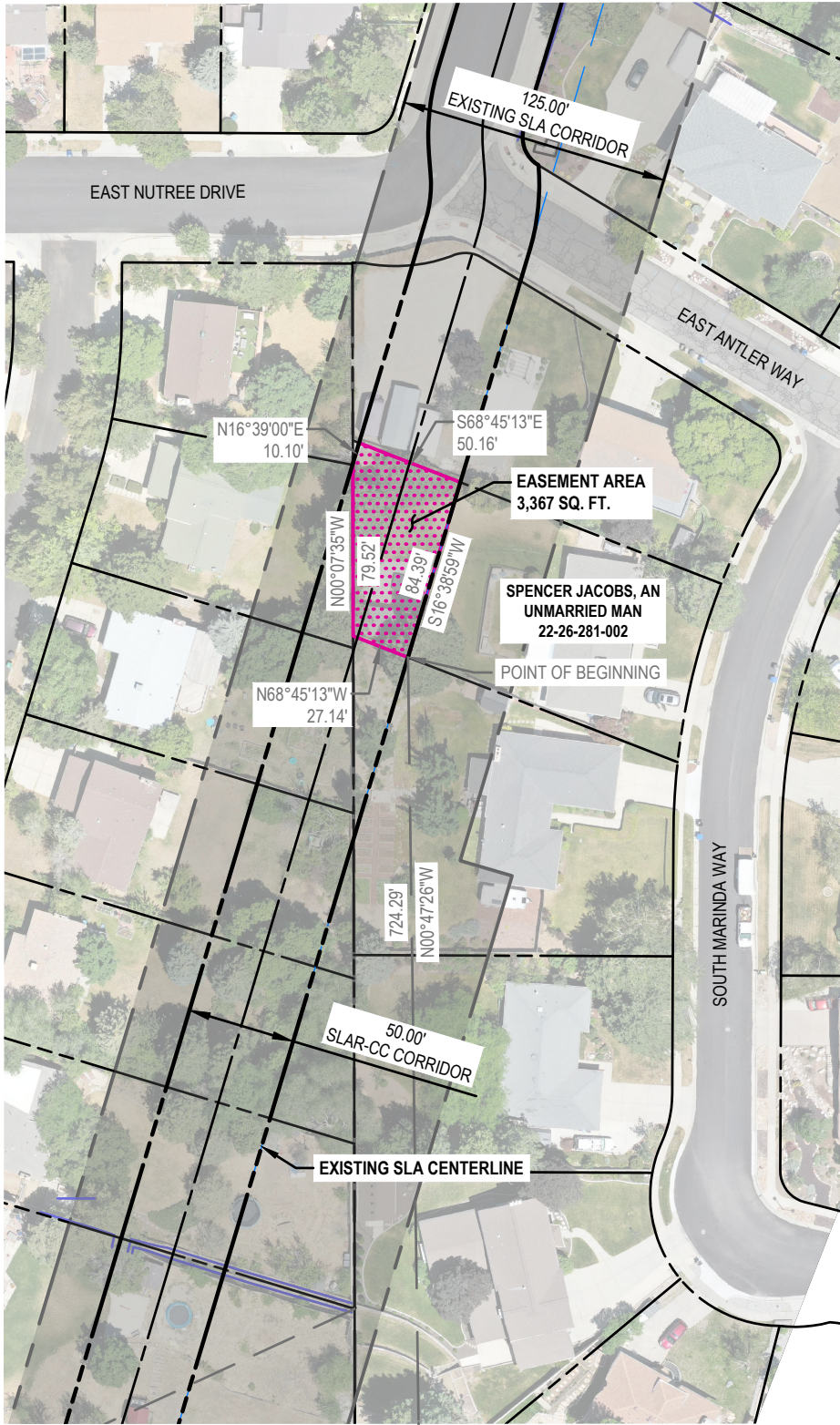
By: _____
Spencer Jacobs

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

On the ___ day of _____, 2025, Spencer Jacobs, the Landowner in the foregoing Easement Agreement, personally appeared before me, and having been duly sworn, acknowledged that they executed the same.

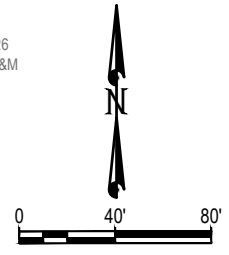
NOTARY PUBLIC

EXHIBIT A
(Easement)



S00°30'54"E 2621.74'

NE COR. SEC.26
T.2S.R.1E.SLB&M



SPENCER JACOBS, AN UNMARRIED MAN EASEMENT DESCRIPTION

A PORTION OF A FIFTY FOOT WIDE PERPETUAL EASEMENT FOR A WATERLINE LYING WITHIN THE EXISTING METROPOLITAN WATER DISTRICT OF SALT LAKE AND SANDY AQUEDUCT EASEMENT AND BEING A PORTION OF THE SPENCER JACOBS, AN UNMARRIED MAN (GRANTOR) PROPERTY, APN 22-26-281-002, LOCATED WITHIN LOT 36, REINDEER HILLS NO. 2 SUBDIVISION, FILE NO. NN-040, SALT LAKE COUNTY RECORDS, IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THE GRANTOR'S PROPERTY, WHICH POINT LIES SOUTH 89°12'34" WEST ALONG THE QUARTER SECTION LINE 1303.13 FEET AND NORTH 00°47'26" WEST 724.29 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 26; AND RUNNING THENCE ALONG SAID SOUTHERLY LINE OF THE GRANTOR'S PROPERTY NORTH 68°45'13" WEST 27.14 FEET; THENCE ALONG THE WESTERLY LINE OF SAID GRANTOR'S PROPERTY NORTH 00°07'35" WEST 79.52 FEET; THENCE NORTH 16°39'00" EAST 10.10 FEET TO THE NORTHERLY LINE OF THE GRANTOR'S PROPERTY; THENCE ALONG SAID NORTHERLY LINE OF THE GRANTOR'S PROPERTY SOUTH 68°45'13" EAST 50.16 FEET; THENCE SOUTH 16°38'59" WEST 84.39 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,367 SQUARE FEET OR 0.077 ACRE, MORE OR LESS.

LEGEND	
SLA	EXISTING SALT LAKE AQUEDUCT
SLAR-CC	NEW SALT LAKE AQUEDUCT REPLACEMENT - COTTONWOODS CONNECTION PIPELINE
---	PROPERTY BOUNDARY
	SLA CORRIDOR
	SLA APPROXIMATE CENTERLINE
	SLAR-CC CORRIDOR
	SLAR-CC APPROXIMATE CENTERLINE
	REQUIRED PERMANENT EASEMENT
	REQUIRED TEMPORARY EASEMENT (NOT APPLICABLE)

C 1/4 COR. SEC. 26 T.2S. R.1E. SLB&M S89°12'34"W 2672.82' 1303.13' E 1/4 COR. SEC. 26 T.2S. R.1E. SLB&M

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY
SLAR-CC EASEMENT
 APN 22-26-281-002
 SPENCER JACOBS, AN UNMARRIED MAN
 7288 SOUTH MARINDA WAY, COTTONWOOD HEIGHTS, UTAH

PROJECT NUMBER 2022-0037	
SHEET 1	OF 1
SHEET NUMBER	
EXHIBIT A BP055	

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

PARCEL NO.: 22262810020000

**COOPERATION AGREEMENT FOR NON-DISTRICT USE OF DISTRICT
LANDS AND INTEREST IN LANDS
(SLA & SLAR)**

THIS COOPERATION AGREEMENT (“Agreement”) is entered into effective this _____ day of _____, 2025, between Metropolitan Water District of Salt Lake & Sandy (“District”) and SPENCER JACOBS, 7288 S Marinda Way, Cottonwood Heights City, Utah (“Applicant”).

AGREEMENT PURPOSES

District is constructing the Cottonwoods Connection project (“Project”), which includes large water pipelines (with associated improvements, including all manner of works, equipment, facilities and infrastructure) that will reach from a point near the mouth of Big Cottonwood Canyon to the District’s Little Cottonwood Water Treatment Plant located near Little Cottonwood Creek. The Project includes an aqueduct being referred to as the Salt Lake Aqueduct Replacement (“SLAR”) that will mostly be constructed parallel to and relatively near the existing Salt Lake Aqueduct (“SLA”). 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, SLAR, SLA and SLAR Corridors, District improvements and operations, and District water.

Applicant has entered an Easement Agreement granting District an Easement for the SLAR Corridor. Under that Easement Agreement, the placement of any structures or improvements not provided for under the Easement Agreement requires 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 SLAR, or may make the District’s enjoyment of the Easement more expensive or more time consuming. The Easement Agreement prohibits overhangs, footings, and foundations.

Applicant has requested permission for the non-exclusive use described below of that portion of the SLA and SLAR Corridors also described below. Although the use described below of the SLAR Corridor is not authorized by the Easement Agreement and generally would not be approved for the SLAR, District is willing to permit the described use of the described portion of the SLAR Corridor, given that use predated acquisition of the Easement. It does so without representation or warranty whatsoever. Without intending to limit the scope of the immediately preceding disclaimer of **all** warranties, District specifically disclaims any representation or warranty of title, and any representation or warranty regarding the condition or fitness of the SLAR Corridor for the intended use by Applicant.

This Agreement is intended to document the terms on which Applicant's described use of the described portion of the SLA and SLAR Corridors is acceptable to District.

This Agreement grants a non-exclusive right to Applicant for only those uses of the SLA and SLAR Corridors described herein. District has no authority to grant Applicant any right of use that is valid as against others who have title interests in the SLA or SLAR Corridor lands in question, and this Agreement does not purport to do so. Nor does this Agreement purport to satisfy any legal requirement other than District policies. Applicant is solely responsible to obtain and maintain all other required agreements, permits, licenses, etc., including any necessary planning or zoning approvals. District has not agreed to provide any assistance to Applicant in understanding or meeting these other requirements.

AGREEMENT TERMS AND CONDITIONS

The parties agree as follows:

I. APPLICANT'S USE OF SLA AND SLAR CORRIDORS.

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.

(A) Description of Applicant's Use of SLA and SLAR Corridors:

Applicant may utilize the SLA Corridor for the existing unreinforced railroad-tie retaining wall. Applicant may utilize the SLAR Corridor for the existing hot tub and two existing sheds, provided they are not permanently attached to the ground, any slab on which they are located is unreinforced, and the hot tub and sheds are moveable by a skid-steer or similar piece of construction equipment. These uses are shown in Exhibit A.

Applicant shall drain the hot tub and empty the content of the sheds prior to construction of the SLAR. At that time, Applicant shall be responsible for identifying a location on Applicant's property outside of the SLAR Corridor for storage of the hot tub and sheds during construction of the SLAR. Provided Applicant complies with these requirements, the District or its contractors will relocate the hot tub and sheds to the identified location and return them (empty) to their approved location upon completion of construction. The District or its contractors shall have no obligation to drain the hot tub or empty the content of the sheds and shall not be liable for any damages associated with the moving of such improvements.

Following completion of the SLAR, the uses approved in this Agreement may continue until such time the District determines, in its sole discretion, that the improvements must be removed for operation or maintenance of the SLA or SLAR. At such time, upon notice from the District that is reasonable under the circumstances, Applicant shall remove the identified improvements (including the contents of the sheds) from the SLA and SLAR Corridors. Applicant shall be responsible for storing such improvements (and the contents of the shed)

outside of the SLA and SLAR Corridors during the District's work within the Corridors. In the event Applicant does not remove such improvements within the time identified by the District, the District or its contractors may do so. The District or its contractors shall have no obligation to maintain or store the improvements or restore them on Applicants' property following the work, and shall not be liable for any damages associated with the removal of such improvements.

(B) Term:

This Agreement shall remain in effect so long as Spencer Jacobs, individually or as a trustee of a trust in which he is a beneficiary, owns the property described in Article I, Section (E). This Agreement shall terminate upon transfer of the property described in Article I, Section (E) to a third-party. Prior to transfer of the property, Applicant shall notify the District and remove the identified improvements (including the contents of the sheds) from the SLA and SLAR Corridors.

(C) Location by Stationing:

Approximate SLA Station 1872+91 and SLAR Station 125+00.

(D) Legal Description of SLA and SLAR Corridor Lands Applicant Will Be Using:

SLA Corridor, being that portion of SLA Tract 435 that encumbers Applicant's property described in I(E), below. Tract 435 is described as follows:

A STRIP OF LAND IN THE EAST HALF OF THE NORTHEAST QUARTER (E½NE¼) OF SECTION TWENTY-SIX (26), TOWNSHIP TWO (2) SOUTH, RANGE ONE (1) EAST, SALT LAKE BASE AND MERIDIAN, ONE HUNDRED FIFTY (150) FEET WIDE AND INCLUDED BETWEEN TWO LINES EXTENDED TO THE PROPERTY LINES AND EVERYWHERE DISTANT SEVENTY-FIVE (75) FEET ON THE RIGHT OR SOUTHEASTERLY SIDE AND SEVENTY-FIVE (75) FEET ON THE LEFT OR NORTHWESTERLY SIDE OF THAT PORTION OF THE FOLLOWING DESCRIBED CENTER LINE OF WHAT IS KNOWN AS THE SALT LAKE AQUEDUCT FROM STATION 1871+40 TO STATION 1871+45 MEASURED AT RIGHT ANGLES THERETO, AND ONE HUNDRED TWENTY-FIVE (125) FEET WIDE AND INCLUDED BETWEEN TWO LINES EXTENDED TO THE PROPERTY LINES AND EVERYWHERE DISTANT FIFTY (50) FEET ON THE RIGHT OR SOUTHEASTERLY SIDE AND SEVENTY-FIVE (75) FEET ON THE LEFT OR NORTHWESTERLY SIDE OF THAT PORTION OF SAID AQUEDUCT CENTER LINE FROM STATION 1871+45 TO STATION 1886+24.5 MEASURED AT RIGHT ANGLES THERETO. SAID CENTER LINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 1871+40, FROM WHICH POINT THE SOUTHEAST (SE) CORNER OF SAID SECTION 26 LIES SOUTH THIRTY-TWO HUNDRED SIX AND NINE-TENTHS (3206.9) FEET, MORE OR LESS, AND EAST THIRTEEN HUNDRED SIXTY-FOUR AND SIX-TENTHS (1364.6) FEET, MORE OR LESS, AND RUNNING THENCE NORTH 16°26'30" EAST FOURTEEN HUNDRED EIGHTY-FOUR AND

FIVE-TENTHS (1484.5) FEET, MORE OR LESS, TO STATION 1886+24.5 OF SAID AQUEDUCT CENTER LINE, FROM WHICH POINT THE SOUTHEAST (SE) CORNER OF SAID SECTION 26 LIES SOUTH FORTY-SIX HUNDRED THIRTY AND SIX-TENTHS (4630.6) FEET, MORE OR LESS, AND EAST NINE HUNDRED FORTY-FOUR AND FOUR-TENTHS (944.4) FEET, MORE OR LESS, CONTAINING 4.24 ACRES, MORE OR LESS.

SLAR Corridor:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THE APPLICANT'S PROPERTY, WHICH POINT LIES SOUTH 89°12'34" WEST ALONG THE QUARTER SECTION LINE 1303.13 FEET AND NORTH 00°47'26" WEST 724.29 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 26; AND RUNNING THENCE ALONG SAID SOUTHERLY LINE OF THE APPLICANT'S PROPERTY NORTH 68°45'13" WEST 27.14 FEET; THENCE ALONG THE WESTERLY LINE OF SAID GRANTOR'S PROPERTY NORTH 00°07'35" WEST 79.52 FEET; THENCE NORTH 16°39'00" EAST 10.10 FEET TO THE NORTHERLY LINE OF THE APPLICANT'S PROPERTY; THENCE ALONG SAID NORTHERLY LINE OF THE APPLICANT'S PROPERTY SOUTH 68°45'13" EAST 50.16 FEET; THENCE SOUTH 16°38'59" WEST 84.39 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,367 SQUARE FEET OR 0.077 ACRE, MORE OR LESS.

(E) Legal Description of Applicant's Property Benefited by this Agreement to Which the Rights and Responsibilities of Applicant Shall Run:

Lot 36 of the Reindeer Hills #2 Subdivision according to the official plat thereof recorded with the Salt Lake County Recorder's office, which has a street address of 7288 S Miranda Way, Cottonwood Heights City, Utah, and has been assigned by Salt Lake County the parcel number of 22262810020000.

(F) Plans, Drawings, Maps, Plats, etc. Attached and Incorporated Into This Agreement:

Exhibit A

II. REIMBURSEMENT OF COSTS.

In the event that Applicant is required to reimburse District for costs pursuant to this Agreement, Applicant shall reimburse District for all costs reasonably incurred by District within 120 days of mailing of an itemized invoice from District for such costs. After 120 days following mailing of an invoice, all amounts due to District will accrue interest at a rate of 10% annually, compounded annually. If any amounts remain payable to District after ninety (90) days following mailing of an invoice, District may perfect a lien on any property described in I(E) of this Agreement for the amounts owed District, together with interest and costs of foreclosure, by making a reasonable attempt to contact Applicant to discuss the matter, followed by recording a Notice of Lien referencing this paragraph and the amount of the lien. District will mail Applicant

a copy of the recorded Notice of Lien. Such a lien may be foreclosed in the same manner as a mortgage.

III. WORK.

(A) Applicant warrants and agrees that no earthwork or construction work performed by or for Applicant on the SLA or SLAR Corridors or close enough to the SLA or SLAR Corridors to present risk to the District improvements or operations will take place except as expressly described in plans and specifications approved in writing by District. Any modifications to such plans and specifications must be approved in writing by District.

(B) Applicant warrants that all earthwork and construction work will:

(i) strictly comply with plans and specifications approved in writing by District;

(ii) meet or exceed all applicable codes, ordinances, other legal requirements, and all applicable generally recognized written trade and industry standards and recommendations;

(iii) be performed by skilled, experienced, competent and properly licensed contractors and workers;

(iv) be conducted in a timely, careful, safe, workmanlike and professional manner;

(v) be conducted so as not to damage District improvements;

(vi) be consistent with *District Standard Specifications*, as they may from time to time change. *District Standard Specifications* are available to Applicant for review, and are incorporated herein by reference.

(C) District shall have the right, but no obligation, to inspect the progress of the work or to inspect materials at all times. District may also reasonably require inspection or testing by others of any work or materials. District shall have the right to stop work and require correction of any work, or replacement of any materials, which does not comply with any term or condition of this Agreement. If, after notice from District which is reasonable under the circumstances, Applicant 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 Applicant shall reimburse District as described in Article II. District shall have no obligation whatsoever to review or supervise the method or manner in which the work is accomplished. District shall have no obligation whatsoever for the safety of workers or others on or adjacent to the job site. No approval, observation, inspection or review undertaken by District is intended to be for the benefit of Applicant, 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.

IV. MAINTENANCE OF APPLICANT'S IMPROVEMENTS.

(A) Applicant's improvements on the SLA or SLAR Corridors under this Agreement shall be maintained in a condition which:

- (i) is reasonably satisfactory to District;
- (ii) does not interfere with the ability of District to use, operate, repair, reconstruct, maintain, improve or modify the SLA, SLAR, SLA or SLAR Corridors, or any District improvements for District's purposes, as those purposes may from time to time change;
- (iii) is reasonably safe and attractive;
- (iv) complies with all applicable codes, ordinances, other legal requirements, as well as generally recognized written trade and industry standards and recommendations; and
- (v) complies with all applicable written policies of District including, but not limited to, *District Policies and Procedures* and *District Standard Specifications* as those policies and specifications may change from time to time.

(B) District may from time to time and as is reasonable have any or all of Applicant's improvements which are on the SLA or SLAR Corridors inspected by qualified professionals.

(C) If after notice from District that is reasonable under the circumstances, Applicant fails to correct any unacceptable condition of any of Applicant's improvements on the SLA or SLAR Corridors, or close enough to the SLA or SLAR Corridors to present risk to District improvements or operations, correction may be accomplished by District, and Applicant shall reimburse District as described in Article II above.

V. RIGHTS RESERVED.

(A) Any and all rights of Applicant under the terms of this Agreement shall be limited by, subject to, and subordinate to, any and all rights of District and District Trustees, employees, agents, and permittees to enjoy, manage, supervise, use, operate, occupy, enter, exit, inspect, repair, maintain, replace, improve or modify the SLA and SLAR Corridors and any District improvements or operations. To the extent Applicant's use of the SLA or SLAR Corridors increases the cost of District's exercise of its rights, Applicant may be required to reimburse the District as described in Article II above.

(B) District will make reasonable efforts to provide reasonable advance notice to Applicant of any work District reasonably recognizes as materially adverse to Applicant's authorized use of the SLA or SLAR Corridors. District may implement electronic notice procedures. Applicant will be responsible to timely provide District with current contact information. Applicant accepts all risks that any or all of Applicant's improvements installed on the SLA and SLAR Corridors may be modified, destroyed or reconstructed at Applicant's sole cost and expense to accommodate District's exercise of District rights to use the SLA and SLAR Corridors. This provision is not intended to provide District with new or additional property rights to use the SLA or SLAR Corridors.

(C) District reserves the right to issue additional licenses or permits for uses of the SLA and SLAR Corridors. District will not provide a conflicting license without a finding that doing so is necessary for public purpose after reasonable efforts to notify the Applicant. District will make reasonable efforts to provide advance notice that is reasonable under the circumstances to Applicant of additional licenses that District reasonably recognizes may be temporarily or permanently disruptive to Applicant's authorized use of the SLA or SLAR Corridors. District may implement electronic notice procedures. It is acknowledged that District claims no right to grant permission for uses of the SLA and SLAR Corridors except as to District's interests in the SLA and SLAR Corridors. For example, where District holds only an easement for the SLAR, District could not grant permission for uses by others that would be effective as to the fee title holder. This provision is not intended to provide District with new or additional property rights for licensing third party uses of the SLA or SLAR Corridors.

(D) District and its officers, Trustees, employees and contractors shall have no liability for any damage to, or interference with Applicant's works or improvements as a result of the exercise by District of any of its rights.

(E) All reservations of rights by District under this Agreement are in addition to any and all other rights which District may have by operation of law or otherwise.

VII. CONTRACTORS, INSURANCE, BONDS.

(A) Applicant shall be jointly and severally liable for any act, fault, error, omission, or non-compliance with this Agreement by Applicant or any of Applicant's contractors, employees, or subcontractors. Applicant warrants that all persons or entities performing earthwork or construction work on the SLA and SLAR Corridors on behalf of Applicant for which an excavation or building permit would be required will provide insurance and bonds in strict compliance with Exhibit B attached hereto and incorporated herein.

(B) Applicant will request that Applicant's insurer issue an endorsement to Applicant's homeowners policy listing District, its Trustees, officers, and employees as additional insureds for liability coverage for claims arising out of Applicant's use of the SLA or SLAR Corridors. Such coverage for District and its Trustees, officers and employees is intended to be primary to any other coverage for District. Applicant shall make reasonable and diligent effort to provide an insurance certificate evidencing compliance with this provision at least annually.

Applicant shall reasonably cooperate with District's efforts to obtain compliance from Applicant's insurance broker and insurer.

VIII. DEFENSE, INDEMNITY.

Applicant shall defend, indemnify and hold District and its officers, trustees and employees harmless, including costs and attorneys' fees, from any claim, demand, action or cause of action: (i) alleging that District was at fault in allowing Applicant's use of the SLA or SLAR Corridors under this Agreement; or (ii) alleging that District was at fault in failing to supervise, inspect, direct, instruct, warn or otherwise manage or control Applicant's use of the SLA or SLAR Corridors under this Agreement, or (iii) alleging that District knew of, should have known of, or had constructive knowledge of a dangerous condition created by Applicant or any employee, agent or contractor of Applicant; or (iv) alleging District is vicariously liable for acts or omissions of Applicant or any employee, agent or contractor of Applicant (under the Peculiar Risk Doctrine or otherwise), or (v) challenging in any manner Applicant's use of the SLA or SLAR Corridors under this Agreement. This defense and indemnity obligation is not intended to hold District or its officers, trustees, or employees harmless from any claim that is not derivative of Applicant's use of the SLA or SLAR Corridors. In no event shall any fault of Applicant or Applicant's employees or contractors be reapportioned to District, its officers, trustees or employees. Applicant shall indemnify and hold District and its officers, trustees and employees harmless from any such reapportionment of fault. The described duty to defend and indemnify is not intended to run to the benefit of any District liability insurer to the extent such insurer would be responsible for defense costs or indemnity beyond District's deductible or self-insured retention.

IX. TERMINATION.

(A) Applicant's right to use the SLA and SLAR Corridors under this Agreement shall expire completely as described in Article I above, absent a new agreement or written extension signed by both parties.

(B) Should District reasonably determine Applicant is in breach of any of the terms and conditions of this Agreement, and if Applicant has not made diligent progress toward correcting that breach within a time set by District and reasonable under the circumstances, after Applicant receives written notice describing the breach and time for correction, then this Agreement may be terminated by District.

(C) The following, as described in this Agreement, shall survive any termination of this Agreement:

(i) All of Applicant's obligations to reimburse any costs incurred by the District;

(ii) All of Applicant's obligations to remove Applicant's improvements and make restoration;

(iii) All of Applicant's obligations to defend and indemnify District and its officer, trustees and employees, as described in this Agreement; and

(iv) All provisions regarding remedies, and limitations of warranties or representations.

(D) Notwithstanding termination, Applicant's use of the SLA and SLAR Corridors following termination shall not be considered adverse and shall not cause any adverse possessory right or prescriptive right of Applicant to begin to accrue.

X. REMOVAL OF FACILITIES.

District will reasonably determine what portion of Applicant's improvements, if any, on the SLA and SLAR Corridors under this Agreement will be removed upon termination of this Agreement and set a deadline and specifications for removal and restoration. Such removal and restoration will be at the sole expense of the Applicant.

XI. REMEDIES.

(A) Applicant will first submit any claim or dispute to the authorized District representative. If the matter is not resolved satisfactorily, Applicant may submit the dispute or claim in concise written form with any supporting documentation to District's Board of Trustees, or committee assigned by the Board to hear the matter. If the matter is not resolved satisfactorily 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. After and only if these processes are first followed and Applicant's dispute or claim remains unresolved, an action may be brought in the Third Judicial District Court of the State of Utah In and For Salt Lake County. Under no circumstances shall District or its officers, trustees or employees be liable for any consequential damages resulting from interruption of Applicant's use of the SLA or SLAR Corridors.

(B) If improvements are to be removed from the SLA or SLAR Corridors by Applicant and are not removed timely as described in this Agreement, or items are prohibited under the terms of this Agreement or District policies, District may, after giving Applicant sixty (60) days written notice, remove and dispose of such items from the SLA or SLAR Corridors, or hire a contractor to do the same, and send Applicant an invoice for the reasonable out of pocket costs of such removal and disposal, to be paid as described in Article II of this Agreement.

XII. PRESUMPTION.

As against the Applicant, any calculation, determination or interpretation made by District in good faith with respect to this Agreement shall be *prima facie* correct, subject to rebuttal by a preponderance of the evidence.

XII. SUCCESSORS, ASSIGNS.

Applicant's rights and obligations under this Agreement shall run with the property described in Article I, Section (E) above. Applicant's rights and obligation may not otherwise be assigned or transferred by Applicant without the prior written consent of District, which District is under no obligation to give. Any such attempt to assign without the prior written consent of District shall be considered null and void and shall be grounds for termination of this Agreement. Applicant agrees to execute and deliver to District any additional documents requested by the District to assure that Applicant's rights and obligations under this Agreement run with the property described in Article I, Section (E) above.

XIV. AUTHORITY.

The person(s) signing this instrument represents and warrants that they have been duly authorized to execute this Agreement on behalf of the Applicant. Those signing as or on behalf of the Applicant represent and warrant that they are duly authorized to sign on behalf of all those persons claiming an interest in the property described in Article I, Section (E) above.

XV. NO WARRANTY.

(A) District makes no warranty or representation, either express or implied, as to the extent or validity of any grant or license contained in this Agreement.

(B) District makes no warranty or representation as to the condition of the SLA or SLAR Corridors or any District improvements, or the fitness or compatibility of any of the same for use as described by Applicant.

XVI. COMPLIANCE WITH APPLICABLE LAWS.

Applicant shall strictly comply with all applicable Federal, State, and local statutes, rules, regulations, codes, ordinances and other laws.

XVII. NOTICES.

Any notice required by this Agreement shall be deemed given when mailed or delivered to:

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

Spencer Jacobs, or current resident
7288 S Marinda Way
Cottonwood Heights, Utah 84121

Phone: 801-898-5800
Email: SpencerJacobs@gmail.com

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.

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 _____, 2025, 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 Cooperation Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy.

NOTARY PUBLIC

APPLICANT:

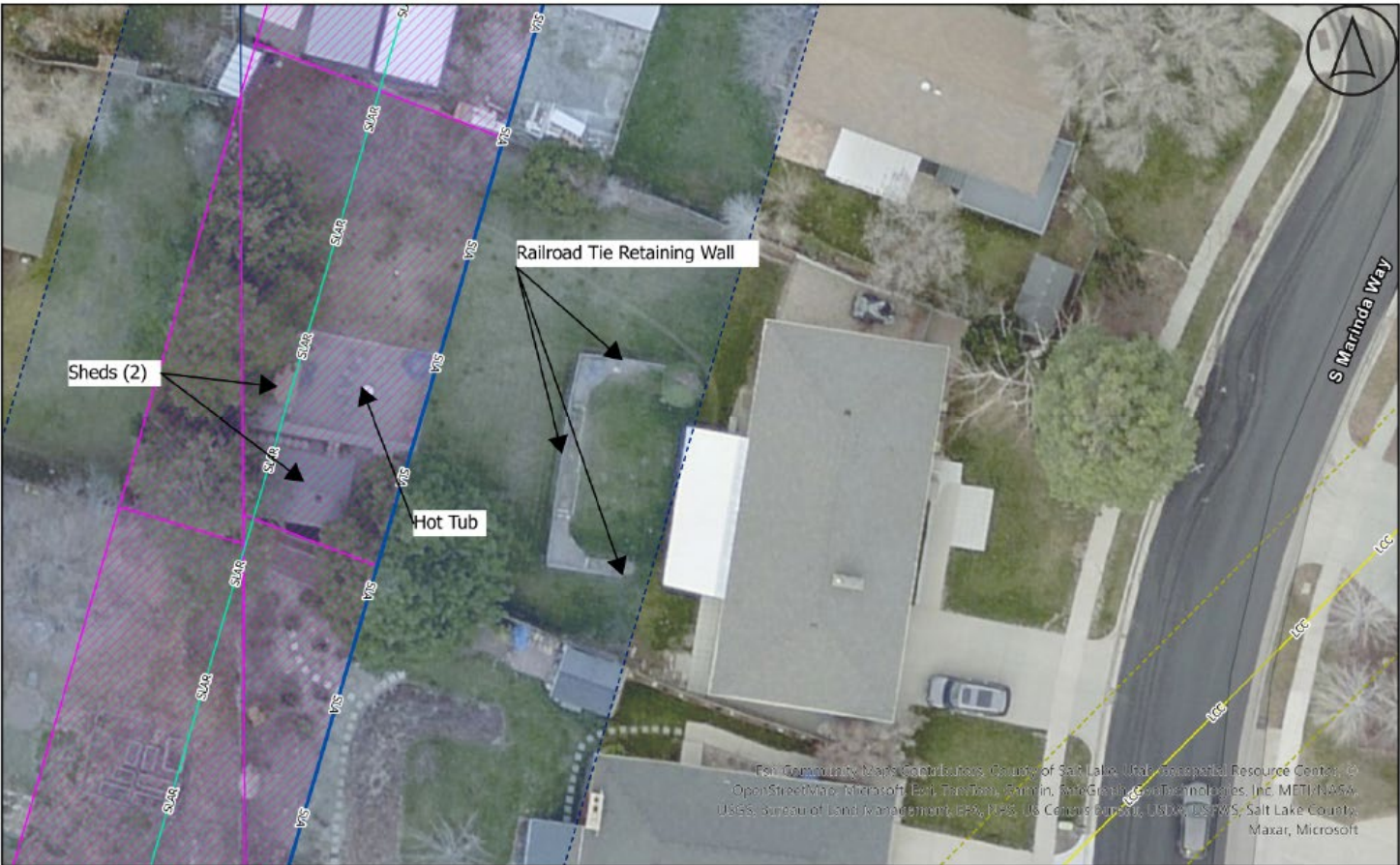
Spencer Jacobs

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


On the ___ day of _____, 2025, personally appeared before me Spencer Jacobs, the Applicant in the foregoing Cooperation Agreement, and having been duly sworn, acknowledges that he executed the same.





NOTARY PUBLIC

EXHIBIT A
DRAWINGS



Legend



-  SLA Centerline
-  SLAR Centerline
-  Cottonwoods Connection - Acquisition Easement
-  Salt Lake Aqueduct - Tracts Deeded Easement

PARCEL 69 JACOBS
EXHIBIT A - USE OF SLA AND SLAR CORRIDORS

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

Last Update: August 8, 2023

Applicant’s contractors and subcontractors 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. \$2,000,000 Per Occurrence
- ii. “Any Auto” 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. 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. APPLICANT STRICTLY LIABLE FOR COMPLIANCE OF CONTRACTORS

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

F. PERFORMANCE AND PAYMENT BONDS

All persons and entities performing any work on District lands or District's interest in lands will provide performance and payment bonds for the full sum of their contracts, naming the District as co-obligee.



Consider approval of service contract for POMWTP HVAC Controls Replacement project

Last Update: January 16, 2025

Background: The Point of the Mountain Water Treatment Plant (POMWTP) began service in 2007. The heating, ventilation, and air conditioning (HVAC) facilities are in good condition mechanically, but the controls are a variety of proprietary systems, many of which are no longer supported due to their age. Staff has had difficulty finding providers to service these systems.

Staff requested and received bids from three vendors to update the HVAC controls. All vendors visited the site and provided similar packages which would reuse existing mechanical equipment and conduits, with new wiring and electronic controls where needed. Once complete, staff will be positioned to more efficiently manage the system.

The bids received are

Carrier	\$128,226
D&L Controls	\$86,594
Utah-Yamas Controls	\$327,513

Staff reviewed all bids and believes all are complete and responsive. The budget for this project is \$115,000 in Non-routine O&M.

Committee Activity: The Engineering Committee discussed this item on January 14, 2025 and recommends the board approve award to D&L Controls.

Recommendation: Award \$86,594 to D&L Controls for the POMWTP HVAC Controls Replacement Project.



Consider approval of professional services agreement for design of the Salt Lake Aqueduct Replacement (SLAR) Phase 3 Lite project

Last Update: January 16, 2025

Background: Hazen and Sawyer is the design engineer for the Cottonwoods Connection (SLAR-CC) project. The firm is also providing engineering services during construction. Hazen was previously selected through a competitive process in compliance with Utah State Code.

The SLAR-CC was designed to operate in three phases being

- Phase 1: Raw water transfer from Big Cottonwood to Little Cottonwood
- Phase 2: Raw water transfer from Little Cottonwood to Big Cottonwood
- Phase 3: Finished water

Capital planning strategies around the Little Cottonwood and Big Cottonwood Water Treatment Plants changed in the past two years. During design, it was anticipated BCWTP would be replaced beginning in 2027, suggesting Phase 1 would occur first. The LCWTP would then be rebuilt. Finally, the system would be converted to finished water. Design of Phase 3, such as connection between the SLAR and SLA, was postponed.

Condition assessments and funding are two contributing factors to the planning changes, which now has the LCWTP being rebuilt first, beginning in approximately 2028. The BCWTP would follow after 2034.

Acceleration of Phase 3 is prudent for several reasons.

1. Phase 3 would provide flexibility in operations, allowing the District to take advantage of and become familiar with the SLAR, by operating it as a finished water system in tandem with the SLA.
2. If Phase 1 or 2 becomes necessary, the SLAR can be converted to a raw water system within 24 hours.
3. An accurate understanding of post-treatment distribution hydraulics is important for the upcoming LCWTP Rebuild.

The attached professional services agreement enlists Hazen's services through December 31, 2026 on a task-based basis. The first task, presented in the attached scope of work for an amount not to exceed \$165,940, focuses on hydraulics and construction sequencing, and contemplates possible modifications to the LCWTP finished water pump station, LCC finished water pump station, and POMA Connection Structure to improve system flexibility and efficiency. Staff desires to fully understand the ramifications of any decisions before proceeding into design. This first task will help establish scope for full design and construction of appropriate improvements within Phase III. Additional design needs will be negotiated as needed through separate task orders.

Budget for this task will come from the Cottonwoods Connection project contingency.



Committee Activity: The Engineering Committee discussed this item on January 14, 2025 and recommends the board approve the agreement and Task Order No. 1 with Hazen and Sawyer.

Recommendation: Approve the professional services agreement with Hazen and Sawyer for SLAR Phase III Lite and Task Order No. 1 in the amount not to exceed \$165,940.

Attachments:

- Agreement for SLAR Phase 3 Lite with Hazen & Sawyer
- Task 1 Scope of Work and Fee

PROFESSIONAL SERVICES AGREEMENT
ENGINEERING SERVICES DURING CONSTRUCTION
for the
SA061 SLA REPLACEMENT – COTTONWOODS CONDUIT

This Professional Services Agreement (Agreement) is made and entered into this ___ day of January, ___ 2025, by and among Metropolitan Water District of Salt Lake & Sandy, a Utah metropolitan water district (Owner) and Hazen and Sawyer, P.C., a New York professional corporation (Engineer).

PURPOSES

The expertise of Engineer is required by the Owner to support Owner staff. Engineer was selected through a competitive Statement of Qualifications process in accordance with Utah Code Title 63G, Chapter 6a, Part 15 and Owner procurement regulations. The Engineer and its principals and employees are qualified by experience and training to provide, and the Engineer has indicated an interest and a willingness to perform, these services for the Owner. The parties desire to have in place an agreement which describes the terms and conditions under which Engineer will perform the described work.

TERMS

In consideration of the mutual benefits described in this Agreement, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Engineer will perform those engineering services required for design of the Salt Lake Aqueduct Replacement (SLAR) Phase 3 Lite Project, which includes connecting the SLAR pipeline into the Little Cottonwood Water Treatment Plant and Salt Lake Aqueduct for the purpose of commissioning the SLAR as a finished water pipeline. This work is collectively referred to as the Project, which may be broken into smaller portions (referred to as Tasks).
2. SERVICES OF ENGINEER. Engineer shall provide services to Owner as an independent contractor in accordance with the applicable professional standards of care, and in a reasonably timely, efficient, and professional manner, consistent with this Agreement.
3. RESPONSIBLE STAFF MEMBERS. Responsible principals or staff members of Engineer, and any sub-consultants identified by name in each Task, shall be committed to the Task. Upon submitting a request for payment for services, Engineer shall provide verification of the names of staff members, their respective rates, and the number of hours worked by each staff member. Responsible principals or staff members, or sub-consultants, who retire, quit, or die shall be replaced by individuals who are equally qualified, each of whom shall be subject to Owner's approval under this Agreement. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement.

4. TASK ORDERS. Owner may, at its sole discretion, from time to time during the term of this Agreement issue written Task Orders for additional services of Consultant. Verbal statements describing work shall not be binding. If Consultant accepts the Task Order it will be signed by Consultant and returned to Owner. Consultant shall receive payment based on the hourly rates and expenses as described in the Task Order. If the Consultant has any question or concern regarding the Task, the expected completion date, the expenditure limit, etc. the question or concern shall be addressed on a timely basis with Owner. Ordinarily, significant clarification should be in writing. No work on Task Orders by Consultant shall commence unless and until a Task Order is provided by Owner to Consultant and returned to Owner signed by Consultant.

During the term of this Agreement Consultant may submit for the Owner's review any suggested changes to a Task Order or Task Orders, including, but not limited to, changes in the personnel, rates, and expenses. Absent unusual circumstances, changes in rates or expenses will not be considered by the Owner unless submitted at least 90 days prior to the beginning of a new Owner fiscal year. The Owner's fiscal year is from July 1 through June 30. No changes shall be effective unless approved by the Owner in writing. If the parties cannot reach agreement on proposed changes this Agreement may be terminated by either party. Except as described in Section 10 below, such termination shall not affect the rights and obligations of the parties under accepted, but incomplete task orders.

5. SCHEDULE OF PAYMENTS. Engineer shall submit reasonably detailed invoices each month to Owner for any work performed. Invoices shall refer to Owner's project name and number. Owner shall remit payment to Engineer within thirty (30) days of receipt of each request for payment that is presented in the proper form.

6. PERIOD OF SERVICE. This Agreement shall be effective upon signing and shall terminate on December 31, 2026.

7. OWNER'S RESPONSIBILITIES. Owner shall provide Engineer with such information as is available to the Owner and as may be reasonably requested by the Engineer related to the work and Engineer shall, to the extent reasonable under the circumstances, be entitled to use and rely upon all such information in performing its services. Owner will examine all documents submitted by Engineer to Owner and, if requested by Engineer, Owner will render decisions relative thereto in a timely manner in order to avoid unreasonable delay in the progress of Engineer's services. Owner shall provide Engineer access to Owner facilities and premises, and act reasonably to provide necessary access to private property, as may be reasonably requested by Engineer.

8. SECURITY AND OWNERSHIP OF INFORMATION. Owner facilities are critical public infrastructure. Certain information that Owner must provide to Engineer for Engineer to perform its work is very security sensitive. The Engineer will strictly comply with Owner written security protocols provided by the Owner to Engineer as these written security protocols may be changed from time to time. Such protocols may include, but are not limited to, restrictions of numbers of copies to be kept in any form by Engineer, the form of the information storage, the security precautions to be followed, restrictions as to who may have access to information, the confidentiality agreement to be signed by individuals before they may be given access, the methods and means by which copies of information will be destroyed upon completion

or termination, the methods and means by which destruction will be verified to Owner, the steps that will be taken by Engineer in the event of any breach or suspected breach of security or security protocols. Owner security protocols and any changes which are provided to Engineer will be immediately complied with by Engineer. If Engineer has concerns or questions regarding such protocols or changes to protocols such concerns will be brought to Owner's attention immediately.

Each document and each item of information prepared in the performance of this Agreement, whether in hard copy or electronic form, is the property of Owner, including, but not limited to, tracings, drawings, estimates, field notes, investigations, design analyses, studies, computer programs, or other data. Engineer shall sign and affix its professional seal(s) to all final plans, technical specifications, and consulting data prepared in the performance of this Agreement.

9. COMPLETENESS AND ACCURACY. Engineer shall be solely responsible for the completeness and accuracy of all of its final work product, including, but not limited to, plans, supporting data and technical specifications prepared pursuant to this Agreement. Engineer shall be responsible to Owner for any error or omission by any of its employees, subcontractors or suppliers. Engineer shall correct all errors or omissions at its own expense. This provision is not intended to prevent Engineer from seeking reimbursement or indemnity from any employee, subcontractor or supplier. Any additional cost or damages incurred by Owner as a result of such errors or omissions shall be the responsibility of Engineer.

10. RIGHT OF TERMINATION. Owner reserves the right, at its discretion, to terminate this Agreement, or to abandon any portion of Project issued hereunder at any time. In the event Owner terminates this Agreement or abandons any portion of Project hereunder, Owner shall notify Engineer in writing. Immediately upon receipt of such notice, Engineer shall discontinue services as directed by Owner and deliver to Owner all drawings, technical specifications, hard copy and electronically stored information, computer programs and data, estimates, and any other documents or items of information, in whatever form or media, developed or gathered by Engineer in the performance of this Agreement, whether entirely or partially completed, together with all materials supplied by Owner. Engineer shall document its services through the termination date, and submit such documentation to Owner for its evaluation. Engineer shall receive compensation for services performed up through the date of termination or abandonment.

11. INDEMNIFICATION AND INSURANCE. In no event will any fault of Engineer or Engineer's employees or contractors be reapportioned to Owner or its officers, Trustees or employees. Engineer will indemnify and hold Owner and its officers, Trustees or employees from any such reapportionment of fault.

To the extent that the Owner is not otherwise indemnified by a policy of insurance, Engineer will indemnify Owner and its respective officers, Trustees or employees from any claim of third parties to the extent caused by Engineer's breach of this Agreement or by the negligence or other fault of Engineer, or that of any of Engineer's employees or subcontractors. Any invalidity of any portion of this indemnification duty will not defeat any remaining portion of this described indemnification duty. This indemnity shall be interpreted to provide the Owner and its officers, Trustees or employees with indemnity to the greatest extent allowed by law. Engineer, at its own cost and expense, shall secure and maintain policies of insurance in accordance with Exhibit A.

12. INSPECTION OF ENGINEER'S RECORDS. Engineer shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all costs incurred by Engineer and billed to Owner. Engineer shall maintain records necessary to confirm compliance with Owner security protocols. Such records shall be available to Owner during Engineer's normal business hours for a period of one year following the date of final payment under this Agreement.

13. WAIVER OF CLAIMS. Prior to acceptance of final payment, Engineer shall submit in writing to Owner any known claim that Engineer or any of Engineer's employees, sub-consultants or subcontractors may have against Owner or any of its employees. The acceptance of final payment by Engineer will constitute a waiver of any such claim other than those claims previously made in writing and submitted to Owner. Engineer shall hold Owner harmless from any claims, including costs and attorneys' fees, by any of Engineer's employees, sub-consultants or subcontractors which are not made in writing prior to acceptance of final payment. The tendering of final payment by Owner will not constitute a waiver of any claim Owner might have against Engineer, whether known or unknown at the time such payment is made.

14. SUCCESSORS AND ASSIGNS. The services to be provided by Engineer under this Agreement shall not be subcontracted or assigned without the prior written consent of Owner. This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

15. NOTICES AND APPROPRIATE LINES OF COMMUNICATION. Except to the extent necessary to respond to emergencies, communications regarding material matters relating to this Agreement shall be deemed given when mailed or delivered to:

If to Owner To:

Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093

If to Engineer To:

Hazen and Sawyer
Attn: Jeremy Williams, PE
10619 South Jordan Gateway, Suite 130
South Jordan, Utah 84095

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. GOVERNING LAW AND JURISDICTION. This Agreement shall be enforced and governed under the laws of the State of Utah, and jurisdiction for any action based on this

Agreement, whether brought by Owner or Engineer, shall be with the District Court of Salt Lake County, State of Utah.

17. SPECIAL PROVISIONS. Engineer shall comply with all applicable federal, state and local laws and ordinances, and shall not discriminate against any person on the basis of race, color or national origin in the performance of this Agreement. Any terms which Owner, as a governmental entity is mandated by applicable statute or regulation to include in this Agreement, including any terms which are mandated by applicable provisions of the Utah Procurement Code, shall be considered a part of this Agreement.

18. PARTIAL INVALIDITY. If any portion of this Agreement is determined to be invalid, the remaining portions of this Agreement shall remain valid and enforceable.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the parties and cannot be altered except through a written instrument signed by the parties.

20. NO THIRD PARTY BENEFITS INTENDED. This Agreement is not intended to create rights in any person or entity who is not a party to this Agreement.

21. REPRESENTATION OF AUTHORITY. Those persons signing as representatives of the parties warrant and represent they have been duly authorized to sign on behalf of the party they represent.

22. Delay in Asserting Rights Will Not Constitute a Waiver. No delay of either party in asserting rights under this Agreement will constitute a waiver in whole or in part.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the ___ day of January, 2025.

OWNER:

Metropolitan Water District of Salt Lake & Sandy

Annalee Munsey, General Manager

ENGINEER:

Hazen and Sawyer

Jeremy Williams, Associate Vice President

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

Last Update: August 8, 2023

Engineer shall maintain, at no cost to the Owner, the following insurance, and provide evidence of compliance satisfactory to Owner.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by Owner in advance, Engineer and all of Engineer's contractors 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. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:**
 - i. Workers' compensation statutory limits.
 - ii. Employers Liability statutory limits.
3. **PROFESSIONAL LIABILITY:**
 - i. \$2,000,000 Per Claim
 - ii. \$3,000,000 Aggregate

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the Owner in writing. At the option of the Owner, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the Owner, its trustees, officers, and employees as additional insureds; or the Engineer may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of the Owner, its trustees, officers, and employees as additional insureds.

The Owner does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$100,000, whichever is less. The

Owner 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 Engineer shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the Owner, 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 Coverage is to contain, or be endorsed to contain, the following provisions:

1. Metropolitan Water District of Salt Lake & Sandy and Salt Lake City Corporation and their respective trustees, officers, and employees are to be covered as additional insureds as respects claims arising out of the work of the Engineer. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds.
2. Additional insured coverage shall be on a primary basis for ongoing and completed work.

A waiver with respect to Metropolitan Water District of Salt Lake & Sandy and Salt Lake City Corporation and their respective 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 Owner.

E. VERIFICATION OF COVERAGE

Engineer and all of Engineer's contractors and all subcontractors of Engineer's contractors shall furnish Owner 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 Owner before work commences. Owner reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Engineer shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time Owner may increase the requirement for a liability limit by providing reasonable written notice to Engineer of such a change.

December 30, 2024

Kelly Stevens, PE
Metropolitan Water District of Salt Lake & Sandy
3430 East Danish Road
Cottonwood Heights, UT 84093

Re: Cottonwoods Connection Project – Phase 3 Lite Design

Dear Mr. Stevens:

As the project team planned the Cottonwoods Connection Project, we understood that the three phases may or may not occur in order:

- Phase 1: Raw water transfer from Big Cottonwood to Little Cottonwood
- Phase 2: Raw water transfer from Little Cottonwood to Big Cottonwood
- Phase 3: Finished water

Recent adjustments to the Big Cottonwood Water Treatment Plant (BCWTP) Rebuild Project and the Little Cottonwood Water Treatment Plant (LCWTP) Rebuild Project schedules suggest that it may be advantageous to all parties to commission the Cottonwoods Connection as a finished water pipeline operating under a Phase 3 Lite scenario. Phase 3 Lite is defined as finished water operations before Salt Lake Aqueduct Replacement reaches 2 and 3 are constructed.

The purpose of this scope of work is to plan and prepare conceptual design (technical memoranda with key figures and process flow diagrams) for Phase 3 Lite, including a preliminary plan for the Little Cottonwood Conduit (LCC) as a gravity line.

Conceptual Design:

- TM 01 – SLA/SLAR System Hydraulics and Operations; includes the following:
 - Phase 3 Lite system hydraulics and system operations
 - Interconnections with the SLA
 - Flow control, including metering
 - Bypassing the LCC Pump Station at the LCWTP for full gravity operations
- TM 02 – Construction Considerations; includes the following:
 - Construction sequencing
 - Raw-to-Finished Water conversion
 - Finished-to-Raw Water conversion

Sincerely,



Jeremy Williams, PE
Project Manager/Associate Vice President

Attachment A

Metropolitan Water District of Salt Lake & Sandy Salt Lake Aqueduct Replacement – Cottonwoods Conduit Phase 3 Lite, Scope of Services

Task 300 – Conceptual Design

The purpose of this task is to prepare technical memoranda that will comprise the conceptual design. Conceptual design will begin with a kickoff meeting held in-person at MWDSL's main office that will define project goals, inform efforts to develop the TMs, and verify that all stakeholder objectives will be addressed.

- TM 01 – SLA/SLAR System Hydraulics and Operations; includes the following:
 - Phase 3 Lite system hydraulics and system operations
 - SLA FW Pump Station Hydraulics Evaluations
 - Flow control, including metering
 - Interconnections with the SLA
 - Bypassing the LCC Pump Station at the LCWTP for full gravity operations
- TM 02 – Construction Sequencing; includes the following:
 - Construction sequencing
 - Raw-to-Finished Water conversion
 - Finished-to-Raw Water conversion

The conceptual design will include figures and a written narrative describing the required modifications to accommodate the recommended options. Hazen assumes that the design, if implemented, will be a change order to Schedule C. Hazen may coordinate with Whitaker Construction during the latter stages of conceptual design to solicit input on constructability and value engineering.

TM 01 will be developed collaboratively with MWDSL and SLCDPU using a 4-cycle workshopping approach: 1) verify TM outline and content to include with the core PM team, 2) review rough draft materials and results with the core PM team, 3) review draft materials and results with the larger project team, and 4) present final draft materials and results to the project team. Comments on the final draft will be addressed in the final document.

Deliverables

- Minutes after the KO meeting and review meeting for each final draft TM
- Draft and Final versions of each TM, in pdf format

Subtask – SLA FW Pump Station Hydraulics Evaluation

Hazen will complete a hydraulic evaluation of the existing Salt Lake Aqueduct Finished Water Pump Station designed in 2004 as part of the Onsite Improvements Project. The following services will be included in this task:

- Conduct a site visit to visually inspect the current condition of the pump station and to speak with operations staff about their experience with the facility.
- Perform hydraulic calculations for pumped operations at design flow, including a hydraulic profile from the 10 MG Reservoir to the Overflow Structure.
- Hold a workshop to review hydraulics, results, and recommendations.
- Prepare draft and final TM.

Deliverables

- Workshop minutes, Draft and final TMs

Cost of Services

The total fee for completion of the additional scope of services as described herein shall be a not-to-exceed amount as shown in the fee estimate table. The cost of services for all tasks shall be on a time-and-materials basis based on the rates shown in the fee table.

Time of Performance

The time of performance for preliminary design is six (6) months and assumes the following schedule:

- Late February 2025 – Notice of Award and Notice to Proceed
- August 2025 – Draft TM submittal and review meetings
- October 2025 – Final TM submittal

TM 01 Draft Outline

1. Executive Summary
2. Introduction
 - a. Background
 - b. Project Purpose and Need
3. Phase 3 Lite Modifications
 - a. Flow Control (original plan was to control flow in the SLAR/CC-2 Vault; will also look at flow control at a rebuilt integrated Gravity Flow Control Vault)
 - b. Flow Measurement (original plan was to measure flow in a new Flow Control Vault north of the SLAR/CC-2 Vault; will also look at modifications to the SLAR/CC-2 Vault to install a flow meter instead of a control valve)
 - c. SLAR/SLA Connections
 - i. SLAR/SLA Interconnect Vault at Kingston Street, south of 10 MGR (this would provide an interconnect to isolate upstream or downstream portions of the SLA, but would not provide direct flow through the 10 MGR without the SLA online from this location to Ft Union)
 - ii. VV1/VV2 Modifications (modify the 10 MGR inlet/outlet valve vaults to provide an option for completely separate SLAR/SLA operations that maintain flow through the 10 MGR in all flow scenarios)
 - iii. SLAR/SLA Interconnect Vault at Ft Union (provide a flow path for any combination of SLAR/SLA/CC-1 flow scenarios)
 - d. SLAR/POMA Connections
 - i. Provide a flow path for POMA into the SLAR for SLAR-only flow scenarios
 - e. Overflow
 - i. Provide a flow path for overflow for any SLAR/SLA flow scenario
 - f. System Hydraulics
 - g. System Operations
4. LCC Considerations
 - a. Routing Analysis (verify that an alignment exists to flow by gravity from the Gravity Flow Control Vault to the LCC north of the LCWTP)
 - b. System Hydraulics
 - c. System Operations
 - d. Raw Water Considerations
5. Recommendations
6. Appendix A – SLA FW Pump Station Hydraulic Evaluation



Hazen	Jeremy Williams	Mark Allen	Ryan Oberg	Charles Allaben	Tyler Bird	Maggie Shalvoy	Dylan Bekker	Brenda Kearn	Hazen				
	Project Manager	QC	Design Manager	Pump Station Lead	Hydraulics Lead	Staff Engineer	Staff Engineer	Admin	Labor Hours	Labor Cost	ODCs	Subtotal	Grand Total
	\$295	\$295	\$295	\$295	\$225	\$175	\$135	\$95					
Task 300: Conceptual Design													
300 KO Meeting	16		4		8	8	8	4	48	\$10,560	\$ 750	\$11,310	\$11,310
310 TM01 SLA/SLAR System Hydraulics and Operations	80	8	24		68	100	120	8	408	\$82,800		\$82,800	\$82,800
Workshop Cycles	32		8		16	40	40		136	\$27,800		\$27,800	\$27,800
Draft TM Review Meeting	8		8			8	4		28	\$6,660	\$ 750	\$7,410	\$7,410
320 SLA FW Pump Station Hydraulics Evaluation	2	4	8	12	2		8	2	38	\$9,390	\$ 750	\$10,140	\$10,140
Review Meeting	2	2	2	2			4		12	\$2,900	\$ 150	\$3,050	\$3,050
330 TM02 Construction Sequencing	16	4	8			40	16	4	88	\$17,800		\$17,800	\$17,800
Draft TM Review Meeting	8		4			8	4		24	\$5,480	\$ 150	\$5,630	\$5,630
TASK 300 - SUBTOTAL	164	18	66	14	94	204	204	18	782	\$ 163,390	\$ 2,550	\$ 165,940	\$ 165,940
Task 400: NA													
									0	\$0		\$0	\$0
									0	\$0		\$0	\$0
TASK 400 - SUBTOTAL	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
TOTAL BASE FEE (TASKS 300-400)	164	18	66	14	94	204	204	18	782	\$ 163,390	\$ 2,550	\$ 165,940	\$ 165,940



Consider approval of Easement Purchase Contract and Agreement for Perpetual Easement and Temporary Construction Easements with the Church of Jesus Christ of Latter-day Saints

Last Update: January 16, 2025

Background: On September 16, the board authorized eminent domain proceedings for permanent and temporary construction easements across property owned by the Church of Jesus Christ of Latter-day Saints. On December 16, the District and church entered into a Right of Entry and Occupancy Agreement following approval of the negotiated price for the permanent and construction easements.

The Occupancy Agreement states, in part,

The grant of the permanent and temporary construction easements sought by the District will be accomplished through a purchase contract and easement agreement, closed through escrow. The District previously provided Landowner a draft of the purchase contract and easement agreement it seeks, which will be updated to reflect the above-described easements. Landowner and the District shall make reasonable efforts to identify any requested changes to the purchase contract and/or easement agreement to be recommended to the District's Board of Trustees in sufficient time for those recommendations to be included on the agenda for the District Board's meeting on January 27, 2025.

Staff received comments on the agreements from the church on January 6, 2025, which have been reviewed by staff and counsel and are recommended for approval.

Committee Activity: The Engineering Committee discussed this item on January 14, 2025 and recommends the board approve the agreements.

Recommendation: Approve the Purchase Agreement and Easement Agreement with the Church of Jesus Christ of Latter-day Saints, with non-substantive changes as determined appropriate by the General Manager and legal counsel as needed.

Attachments:

- Easement Purchase Contract
- Agreement for Perpetual Easement and Temporary Construction Easements

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

~~Salt Lake County Parcel Nos. 22354020010000,
22354020040000, & 22354300250000~~

EASEMENT PURCHASE CONTRACT

This Easement Purchase Contract (Contract) is entered into by the METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY, a Utah metropolitan water district (the District) and THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, f/k/a CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (Landowner).

CONTRACT PURPOSES

Landowner holds fee title to the following tracts of land in Cottonwood Heights City, Salt Lake County, Utah:

Parcel No. 22354020010000

A STRIP OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NORTHWEST QUARTER OF SOUTHEAST QUARTER) OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN, 150.00 FEET WIDE AND INCLUDED BETWEEN TWO LINES EXTENDED TO THE PROPERTY LINES AND EVERYWHERE DISTANT 75.00 FEET ON THE RIGHT OR EASTERLY SIDE AND 75.00 FEET ON THE LEFT OR WESTERLY SIDE OF THAT PORTION OF THE FOLLOWING DESCRIBED CENTER LINE OF WHAT IS KNOWN AS THE SALT LAKE AQUEDUCT FROM STATION 1805+85.1 TO STATION 1811+86.9 MEASURED AT RIGHT ANGLES AND/OR RADIALLY THERETO. SAID CENTER LINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 1805.85.1 A POINT ON THE SOUTH LINE OF THE GRANTORS' PROPERTY FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 35 LIES NORTH 3,260.1 FEET 1,583.8 FEET, SAID POINT BEING ON A REGULAR CURVE, AT WHICH POINT THE TANGENT TO THE CURVE BEARS NORTH 21° EAST 05' WEST, AND RUNNING THENCE ALONG SAID REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET AND DISTANCE OF 162.7 FEET MEASURED ALONG THE ARC OF THE CURVE; THENCE NORTH 2°

EAST 13' EAST 439.1 FEET TO STATION 1811+86.9 OF SAID AQUEDUCT CENTER LINE, A POINT ON THE NORTH LINE OF THE GRANTORS' PROPERTY, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 35 LIES NORTH 2,659.1 FEET AND EAST 1,592.1 FEET

Parcel No. 22354020040000

COMMENCING 80 RODS SOUTH AND 1243.7 FEET WEST FROM THE EAST 1/4 CORNER SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 5°26' WEST 225.26 FEET NORTHWESTERLY ALONG A CURVE TO THE LEFT RADIUS 275 FEET 105.03 FEET; THENCE NORTH 27°19' WEST 449.18 FEET; THENCE WEST 475 FEET; THENCE SOUTH 59 FEET; THENCE EAST 88 FEET; THENCE SOUTH 26°33" EAST 616.9 FEET; THENCE NORTH 72° EAST 17.59 FEET; THENCE SOUTH 31° EAST 137.77 FEET EAST 280.47 FEET TO THE BEGINNING.

LESS AND EXCEPT THEREFROM THE FOLLOWING PORTION OF LAND DESCRIBED IN QUIT-CLAIM DEED IN FAVOR OF ERMA CONGER AND GAYLE CONGER, RECORDED JUNE 26, 1975 AS ENTRY NO. 2720336 IN BOOK 3899 AT PAGE 215 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 660 FEET WEST AND 5.10 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE NORTH 10° WEST 57.3 FEET TO A BOARD FENCE; THENCE NORTH 77°50' EAST 447.9 FEET ALONG SAID FENCE LINE TO THE EAST SIDE OF A PUBLIC ROAD AND WEST BANK OF A DITCH; THENCE SOUTH 13°49' EAST 51 FEET ALONG SAID WEST BANK OF A DITCH; THENCE SOUTH 77°02' WEST 429.40 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THEREFROM THE FOLLOWING PORTION OF LAND DESCRIBED IN QUITCLAIM DEED IN FAVOR OF W. W. STEED FAMILY TRUST (ALLEN W. STEED, TRUSTEE OF THE), RECORDED JANUARY 7, 1997 AS ENTRY NO. 6544100 IN BOOK 7573 AT PAGE 726 AND RE-RECORDED FEBRUARY 6, 1997 AS ENTRY NO. 6566713 IN BOOK 7593 AT PAGE 2599 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 25.14 FEET WEST OF THE NORTHWEST CORNER OF THE MOUNTAIN VIEW NURSERY PROPERTY AS

SURVEYED MARCH 18, 1994 BY LARSEN AND MALMQUIST, INC., SAID POINT BEING 622.22 FEET SOUTH AND 1892.00 FEET WEST OF THE EAST QUARTER CORNER, SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 26°33'00" EAST 65.96 FEET ALONG THE CENTERLINE OF DANISH ROAD, THENCE WEST 88.00 FEET, THENCE NORTH 59.00 FEET, THENCE EAST 58.82 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THEREFROM THE FOLLOWING PORTION OF LAND DESCRIBED IN QUIT-CLAIM DEED IN FAVOR OF GAYLE CONGER, RECORDED MARCH 15, 2000 AS ENTRY NO. 7595721 IN BOOK 8348 AT PAGE 4089 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°54'10" WEST 1319.23 FEET AND NORTH 0°07'58" EAST 1322.15 FEET AND WEST 176.78 FEET FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 31° EAST 51.7 FEET TO THE NORTH LINE OF LANTERN HILL AT WILLOW CREEK PUD; THENCE ALONG SAID NORTH LINE SOUTH 72°51' WEST 309.85 FEET TO THE NORTHWEST CORNER OF LOT 6, OF SAID SUBDIVISION; CONTINUING ALONG THE NORTH LINE OF SAID SUBDIVISION NORTH 17°30' WEST 56.5 FEET; THENCE WEST 199.981 FEET TO A LINE DESCRIBED IN THAT CERTAIN BOUNDARY LINE AGREEMENT, RECORDED DECEMBER 14, 1999 AS ENTRY NO. 7533704, IN BOOK 8329 AT PAGE 6280 OF OFFICIAL RECORDS; THENCE NORTH 87.994 FEET; THENCE NORTH 71°34'27" EAST 453.93 FEET, MORE OR LESS, TO THE EAST LINE OF DANISH ROAD; THENCE SOUTH 26°33' EAST 167.06 FEET, MORE OR LESS; THENCE WEST 18.22 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING ANY PORTION LYING WITHIN THE BOUNDS OF DANISH ROAD

Parcel No. 22354300250000

BEGINNING AT A POINT NORTH 89°59'24" WEST 67.95 FEET AND SOUTH 11°43'00" WEST 185.4 FEET AND SOUTH 23°22'00" WEST 107.44 FEET AND NORTH 89°59'24" WEST 673.28 FEET AND SOUTH 62.00 FEET FROM THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE WEST 173.00 FEET; THENCE NORTH 18.00 FEET; THENCE NORTH 43°55'47" WEST 201.39 FEET; THENCE NORTH 01°51'56"

WEST 91.44 FEET; THENCE NORTH 06°00'00" WEST 34.21 FEET TO A POINT OF A 166.00 FOOT RADIUS CURVE TO THE RIGHT THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 17.38 FEET TO A POINT OF TANGENCY; THENCE NORTH 36.43 FEET; THENCE NORTH 89°59'24" WEST 1049.53 FEET TO THE EAST LINE OF DANISH ROAD; THENCE SOUTHEASTERLY ALONG SAID EAST LINE THE FOLLOWING FIVE COURSES; THENCE SOUTH 27°14'00" EAST 191.26 FEET; THENCE SOUTH 25°13'30" EAST 100.01 FEET; THENCE SOUTH 26°21'21" EAST 77.00 FEET; THENCE SOUTH 27°36'26" EAST 223.10 FEET; THENCE SOUTH 28°39'37" EAST 84.50 FEET; THENCE EAST 1060.69 FEET; THENCE NORTH 0°10'23" EAST 258.95 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THERE FROM THAT PORTION OF THE LAND DISCLOSED CERTAIN WARRANTY DEED RECORDED JANUARY 07, 1997 AS ENTRY NO. 6544098 IN BOOK 7573 AT PAGE 721 OF OFFICIAL RECORDS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NORTHWEST QUARTER OF SOUTHEAST QUARTER) OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN, 150.00 FEET WIDE AND INCLUDED BETWEEN TWO LINES EXTENDED TO THE PROPERTY LINES AND EVERYWHERE DISTANT 75.00 FEET ON THE RIGHT OR EASTERLY SIDE AND 75.00 FEET ON THE LEFT OR WESTERLY SIDE OF THAT PORTION OF THE FOLLOWING DESCRIBED CENTER LINE OF WHAT IS KNOWN AS THE SALT LAKE AQUEDUCT FROM STATION 1805+85.1 TO STATION 1811+86.9 MEASURED AT RIGHT ANGLES AND/OR RADIALLY THERETO. SAID CENTER LINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 1805.85.1 A POINT ON THE SOUTH LINE OF THE GRANTORS' PROPERTY FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 35 LIES NORTH 3,260.1 FEET 1,583.8 FEET, SAID POINT BEING ON A REGULAR CURVE, AT WHICH POINT THE TANGENT TO THE CURVE BEARS NORTH 21° EAST 05' WEST, AND RUNNING THENCE ALONG SAID REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET AND DISTANCE OF 162.7 FEET MEASURED ALONG THE ARC OF THE CURVE; THENCE NORTH 2° EAST 13' EAST 439.1 FEET TO STATION 1811+86.9 OF SAID AQUEDUCT CENTER LINE, A POINT ON THE NORTH LINE OF THE GRANTORS' PROPERTY, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 35 LIES NORTH 2,659.1 FEET AND EAST 1,592.1 FEET

(the Parcels).

The District is constructing the Cottonwoods Connection project (the Project), which includes large water pipelines (with associated improvements) that will reach from a point near the mouth of Big Cottonwood Canyon to the District's Little Cottonwood Water Treatment Plant located near Little Cottonwood Creek. The Project includes an aqueduct being referred to as the Salt Lake Aqueduct Replacement (SLAR) that will mostly be constructed parallel to and relatively near the existing Salt Lake Aqueduct (SLA). The SLAR will eventually function in conjunction with the existing SLA; it will not actually completely replace the SLA. For the most part, the SLAR will be constructed in existing easements that allow the District to construct, own, operate, repair and replace the SLA.

A portion of the SLAR will be constructed across the Parcels. The District has requested from Landowner a permanent easement for the SLAR across a portion of the Parcels, together with temporary construction easements for use of a portion of Parcel Nos. 22354020010000 and 22354300250000 for construction of the Project.

Landowner is willing to grant the District an easement for the SLAR and temporary construction easements to utilize a portion of Parcel Nos. 22354020010000 and 22354300250000 for construction of the Project on the terms provided in this Contract.

AGREEMENT

1. Agreement to Sell and Purchase Easements. Landowner hereby agrees to sell and convey to the District, and the District hereby agrees to purchase and acquire from Landowner easements for the SLAR and construction of the Project by Easement Agreement attached to this Contract as Exhibit 1.

2. Purchase Price. The District will pay Landowner \$600,000 (the Purchase Price) pursuant to the terms and conditions of this Contract.

3. Closing.

(a) Escrow Agent. Escrow Agent will be Steed Title.

(b) Easement Agreement. At Closing, Landowner and the District will provide properly executed and notarized counterpart originals of the Agreement for Perpetual Easement and Temporary Construction Easements attached to this Contract as Exhibit 1 (Easement Agreement).

(c) Title Policy. Closing is contingent upon Escrow Agent being ready, willing, and able to issue a title policy with a limit of no less than \$600,000, with only those exceptions reasonably approved in writing by District, insuring District has record title to the easement described in the Easement Agreement. Landowner will provide properly executed and notarized subordination agreements necessary to make it clear that any lien is subordinate to

District's easement. Such subordination agreements will be in a form reasonably approved in advance by District. District may, at its sole discretion, waive the requirement for subordination agreements. Any such waiver shall be in writing.

- occurred: (d) The Closing. Closing will not take place until all of the following have occurred:
1. Counterpart Easement Agreements, properly signed by Landowner and District and properly notarized, are deposited with Escrow Agent;
 2. District has deposited with Escrow Agent the Purchase Price;
 3. District has deposited with Escrow Agent an amount equal to the premium for the title policy together with all escrow fees, and Closing and recording costs;
 4. Landowner has deposited into escrow any necessary subordination agreements, properly executed and notarized;
 5. The parties have deposited into escrow any other documents reasonably required by Escrow Agent; and
 6. Escrow Agent is ready, willing, and able to issue a title policy described in this Agreement above.

Once Escrow Agent confirms all conditions for closing are met, Closing will take place on a date and at a time convenient to the Escrow Agent. The parties need not be present to effect Closing once they have provided the documents and/or funds necessary. At closing the following events will occur:

1. Escrow Agent will transfer Purchase Price to Landowner;
2. Escrow Agent will record the Easement Agreement;
3. Escrow Agent will record any necessary subordination agreements; and
4. Escrow Agent will issue the title policy.

4. Representations and Warranties of Landowner. Landowner represents and warrants:

- (a) It is the owner of the Parcels and has the authority to convey the easement as described herein.
- (b) It has not conveyed any interest in the Parcels to any third person or entity, and is not a party to any agreement, written or oral, which conveys or creates rights in the Parcels

in any third person or entity with the following exceptions regarding Parcel No. 22354020040000:

1. License Agreement between Landowner and S. Baird and Karen W. Morgan dated May 18, 2019, recorded on May 24, 2019, as Entry 12995259, Book 10784, Page 6463 in the Office of the Salt Lake County Recorder; assigned to John W. Love and Rebecca L. Love via Assignment and Assumption of License Agreement, recorded on May 24, 2019, as Entry 12995261, Book 10784, Page 6472 in the Office of the Salt Lake County Recorder
2. License Agreement between Landowner and Jeffrey C. and Karen E. Conley dated May 10, 2019, recorded on August 6, 2019, as Entry 13046187, Book 10813, Page 850 in the Office of the Salt Lake County Recorder.
3. License Agreement between Landowner and Peter and Lynn Dahlberg dated May 17, 2019, recorded on August 6, 2019, as Entry 13046188, Book 10813, Page 857 in the Office of the Salt Lake County Recorder.
4. License Agreement between Landowner and Robert Michael and Lynn Bell dated May 17, 2019, recorded on August 6, 2019, as Entry 13046189, Book 10813, Page 864 in the Office of the Salt Lake County Recorder.
5. License Agreement between Landowner and Michael L. Stevens dated March 28, 2019, recorded on August 6, 2019, as Entry 13046196, Book 10813, Page 915 in the Office of the Salt Lake County Recorder.

6. Any other claim, interest and encumbrance of record.

As such, Landowner warrants title to the Parcels, free and clear of liens and encumbrances against all who claim by, through, or under Landowner.

(c) It will not make any alterations to the portion of the Parcels that will be subject to the easement between the date of execution of this Contract and execution of the Easement Agreement attached to this Contract as Exhibit 1.

(d) It will not convey any right or interest in or to or encumber the portion of the Parcels that will be subject to the easement between the date of execution of this Contract and execution of the Easement Agreement attached to this Contract as Exhibit 1.

These representations and warranties shall survive closing.

Landowner additionally understands and acknowledges that this Contract is not binding until signed by the District.

5 Notice. Any notice required by this Contract will be deemed given when mailed or delivered to:

To the District:

Metropolitan Water District of
Salt Lake & Sandy
ATTN: General Manager
3430 East Danish Road
Cottonwood Heights, UT 84093

To Landowner:

The Church of Jesus Christ of Latter-Day
Saints
50 East North Temple Street, 10th Floor
Salt Lake City, UT 84150-0010

With a copy to:

Kirton McConkie
50 East South Temple, Ste. 400
Salt Lake City, UT 84111
Attn: Benson L. Hathaway, Jr.

6 General Provisions.

(a) Specific Performance. The parties are entitled to the remedies of specific performance and/or injunctive relief for any breach of this Contract that is not cured after notice of breach that is reasonable under the circumstances.

(b) Changes in Writing. This Contract and any of its terms may only be modified, waived, or terminated by a written instrument properly executed by both parties.

(c) Authority. Persons signing this Contract on behalf of any entity represent and warrant that they have full authority to enter into this Contract for and on behalf of the entity for which they are signing.

(d) Time is of the Essence. Time is of the essence regarding the dates and time constraints set forth in this Contract.

(e) Contract binding on successors and assigns. The rights and obligations of this Contract shall run to the benefit of, and be binding upon, the successors and assigns of the parties. In particular, all rights and obligations of Landowner under this Contract shall run with the Parcels and any portion thereof.

(f) Waiver. Any Party's failure to enforce any provision of this Contract shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing signed by the Party intended to be benefited by the provisions.

(g) Entire Agreement. This Contract contains the entire agreement of the parties regarding purchase and sale of the easement, and this Contract supersedes all prior agreements, negotiations, and understandings between the parties regarding that topic.

(h) Existing SLA Easement. Except as specifically provided in Paragraph 6 of the Easement Agreement, any existing SLA easement that may impact the Parcels is not intended to be modified in any respect.

(i) Counterparts. This Contract may be executed in counterparts.

DISTRICT:

DATED this ___ day of _____, 2025.

METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY

By: _____
Annalee Munsey
General Manager

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

On the ___ day of _____, 2025, Annalee Munsey personally appeared before me, 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 is duly authorized to sign the foregoing Easement Purchase Contract on behalf of the Metropolitan Water District of Salt Lake & Sandy and that she signed the same on behalf of the Metropolitan Water District of Salt Lake & Sandy.

NOTARY PUBLIC

LANDOWNER:

DATED this ____ day of _____, 2025.

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, f/k/a CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By: _____
Craig E. Weidmer
Authorized Agent

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

On the ____ day of _____, 2025, Craig E. Weidmer personally appeared before me, and having been duly sworn, acknowledged that he is the authorized agent of The Church Of Jesus Christ of Latter-Day Saints, a Utah corporation sole, f/k/a Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, the Landowner in the foregoing Easement Purchase Contract; that he is duly authorized to sign the foregoing Easement Purchase Contract on behalf of The Church Of Jesus Christ of Latter-Day Saints, a Utah corporation sole, f/k/a Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole; and that he executed the same on behalf of The Church Of Jesus Christ of Latter-Day Saints, a Utah corporation sole, f/k/a Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole.

NOTARY PUBLIC

EXHIBIT 1

(Agreement for Perpetual Easement and Temporary Construction Easements)

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

**Salt Lake County Parcel Nos. 22354020010000,
22354020040000 & 22354300250000**

**AGREEMENT FOR PERPETUAL EASEMENT AND TEMPORARY CONSTRUCTION
EASEMENTS**

This Agreement for Perpetual Easement and Temporary Construction Easements (Agreement) is entered into by the METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY, a Utah metropolitan water district (the District) and THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, f/k/a CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (Landowner).

AGREEMENT PURPOSES

Landowner holds fee title to the following tracts of land in Cottonwood Heights City, Salt Lake County, Utah:

Parcel No. 22354020010000

A STRIP OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NORTHWEST QUARTER OF SOUTHEAST QUARTER) OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN, 150.00 FEET WIDE AND INCLUDED BETWEEN TWO LINES EXTENDED TO THE PROPERTY LINES AND EVERYWHERE DISTANT 75.00 FEET ON THE RIGHT OR EASTERLY SIDE AND 75.00 FEET ON THE LEFT OR WESTERLY SIDE OF THAT PORTION OF THE FOLLOWING DESCRIBED CENTER LINE OF WHAT IS KNOWN AS THE SALT LAKE AQUEDUCT FROM STATION 1805+85.1 TO STATION 1811+86.9 MEASURED AT RIGHT ANGLES AND/OR RADIALLY THERETO. SAID CENTER LINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 1805.85.1 A POINT ON THE SOUTH LINE OF THE GRANTORS' PROPERTY FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 35 LIES NORTH 3,260.1 FEET 1,583.8 FEET, SAID POINT BEING ON A REGULAR CURVE, AT WHICH POINT THE TANGENT TO THE CURVE BEARS NORTH 21° EAST 05' WEST, AND RUNNING THENCE ALONG SAID REGULAR CURVE TO THE RIGHT

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WITH A RADIUS OF 400.0 FEET AND DISTANCE OF 162.7 FEET MEASURED ALONG THE ARC OF THE CURVE; THENCE NORTH 2° EAST 13' EAST 439.1 FEET TO STATION 1811+86.9 OF SAID AQUEDUCT CENTER LINE, A POINT ON THE NORTH LINE OF THE GRANTORS' PROPERTY, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 35 LIES NORTH 2,659.1 FEET AND EAST 1,592.1 FEET

Parcel No. 22354020040000

COMMENCING 80 RODS SOUTH AND 1243.7 FEET WEST FROM THE EAST 1/4 CORNER SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 5°26' WEST 225.26 FEET NORTHWESTERLY ALONG A CURVE TO THE LEFT RADIUS 275 FEET 105.03 FEET; THENCE NORTH 27°19' WEST 449.18 FEET; THENCE WEST 475 FEET; THENCE SOUTH 59 FEET; THENCE EAST 88 FEET; THENCE SOUTH 26°33" EAST 616.9 FEET; THENCE NORTH 72° EAST 17.59 FEET; THENCE SOUTH 31° EAST 137.77 FEET EAST 280.47 FEET TO THE BEGINNING.

LESS AND EXCEPT THEREFROM THE FOLLOWING PORTION OF LAND DESCRIBED IN QUIT-CLAIM DEED IN FAVOR OF ERMA CONGER AND GAYLE CONGER, RECORDED JUNE 26, 1975 AS ENTRY NO. 2720336 IN BOOK 3899 AT PAGE 215 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 660 FEET WEST AND 5.10 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE NORTH 10° WEST 57.3 FEET TO A BOARD FENCE; THENCE NORTH 77°50' EAST 447.9 FEET ALONG SAID FENCE LINE TO THE EAST SIDE OF A PUBLIC ROAD AND WEST BANK OF A DITCH; THENCE SOUTH 13°49' EAST 51 FEET ALONG SAID WEST BANK OF A DITCH; THENCE SOUTH 77°02' WEST 429.40 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THEREFROM THE FOLLOWING PORTION OF LAND DESCRIBED IN QUITCLAIM DEED IN FAVOR OF W. W. STEED FAMILY TRUST (ALLEN W. STEED, TRUSTEE OF THE), RECORDED JANUARY 7, 1997 AS ENTRY NO. 6544100 IN BOOK 7573 AT PAGE 726 AND RE-RECORDED FEBRUARY 6, 1997 AS ENTRY NO. 6566713 IN BOOK 7593 AT PAGE 2599 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 25.14 FEET WEST OF THE NORTHWEST CORNER OF THE MOUNTAIN VIEW NURSERY PROPERTY AS

SURVEYED MARCH 18, 1994 BY LARSEN AND MALMQUIST, INC., SAID POINT BEING 622.22 FEET SOUTH AND 1892.00 FEET WEST OF THE EAST QUARTER CORNER, SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 26°33'00" EAST 65.96 FEET ALONG THE CENTERLINE OF DANISH ROAD, THENCE WEST 88.00 FEET, THENCE NORTH 59.00 FEET, THENCE EAST 58.82 FEET TO THE POINT OF BEGINNING. ALSO LESS AND EXCEPT THEREFROM THE FOLLOWING PORTION OF LAND DESCRIBED IN QUIT-CLAIM DEED IN FAVOR OF GAYLE CONGER, RECORDED MARCH 15, 2000 AS ENTRY NO. 7595721 IN BOOK 8348 AT PAGE 4089 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°54'10" WEST 1319.23 FEET AND NORTH 0°07'58" EAST 1322.15 FEET AND WEST 176.78 FEET FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 31° EAST 51.7 FEET TO THE NORTH LINE OF LANTERN HILL AT WILLOW CREEK PUD; THENCE ALONG SAID NORTH LINE SOUTH 72°51' WEST 309.85 FEET TO THE NORTHWEST CORNER OF LOT 6, OF SAID SUBDIVISION; CONTINUING ALONG THE NORTH LINE OF SAID SUBDIVISION NORTH 17°30' WEST 56.5 FEET; THENCE WEST 199.981 FEET TO A LINE DESCRIBED IN THAT CERTAIN BOUNDARY LINE AGREEMENT, RECORDED DECEMBER 14, 1999 AS ENTRY NO. 7533704, IN BOOK 8329 AT PAGE 6280 OF OFFICIAL RECORDS; THENCE NORTH 87.994 FEET; THENCE NORTH 71°34'27" EAST 453.93 FEET, MORE OR LESS, TO THE EAST LINE OF DANISH ROAD; THENCE SOUTH 26°33' EAST 167.06 FEET, MORE OR LESS; THENCE WEST 18.22 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING ANY PORTION LYING WITHIN THE BOUNDS OF DANISH ROAD

Parcel No. 22354300250000

BEGINNING AT A POINT NORTH 89°59'24" WEST 67.95 FEET AND SOUTH 11°43'00" WEST 185.4 FEET AND SOUTH 23°22'00" WEST 107.44 FEET AND NORTH 89°59'24" WEST 673.28 FEET AND SOUTH 62.00 FEET FROM THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE WEST 173.00 FEET; THENCE NORTH 18.00 FEET; THENCE NORTH 43°55'47" WEST 201.39 FEET; THENCE NORTH 01°51'56" WEST 91.44 FEET; THENCE NORTH 06°00'00" WEST 34.21 FEET TO A

POINT OF A 166.00 FOOT RADIUS CURVE TO THE RIGHT THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 17.38 FEET TO A POINT OF TANGENCY; THENCE NORTH 36.43 FEET; THENCE NORTH 89°59'24" WEST 1049.53 FEET TO THE EAST LINE OF DANISH ROAD; THENCE SOUTHEASTERLY ALONG SAID EAST LINE THE FOLLOWING FIVE COURSES; THENCE SOUTH 27°14'00" EAST 191.26 FEET; THENCE SOUTH 25°13'30" EAST 100.01 FEET; THENCE SOUTH 26°21'21" EAST 77.00 FEET; THENCE SOUTH 27°36'26" EAST 223.10 FEET; THENCE SOUTH 28°39'37" EAST 84.50 FEET; THENCE EAST 1060.69 FEET; THENCE NORTH 0°10'23" EAST 258.95 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THERE FROM THAT PORTION OF THE LAND DISCLOSED CERTAIN WARRANTY DEED RECORDED JANUARY 07, 1997 AS ENTRY NO. 6544098 IN BOOK 7573 AT PAGE 721 OF OFFICIAL RECORDS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NORTHWEST QUARTER OF SOUTHEAST QUARTER) OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN, 150.00 FEET WIDE AND INCLUDED BETWEEN TWO LINES EXTENDED TO THE PROPERTY LINES AND EVERYWHERE DISTANT 75.00 FEET ON THE RIGHT OR EASTERLY SIDE AND 75.00 FEET ON THE LEFT OR WESTERLY SIDE OF THAT PORTION OF THE FOLLOWING DESCRIBED CENTER LINE OF WHAT IS KNOWN AS THE SALT LAKE AQUEDUCT FROM STATION 1805+85.1 TO STATION 1811+86.9 MEASURED AT RIGHT ANGLES AND/OR RADIALLY THERETO. SAID CENTER LINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 1805.85.1 A POINT ON THE SOUTH LINE OF THE GRANTORS' PROPERTY FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 35 LIES NORTH 3,260.1 FEET 1,583.8 FEET, SAID POINT BEING ON A REGULAR CURVE, AT WHICH POINT THE TANGENT TO THE CURVE BEARS NORTH 21° EAST 05' WEST, AND RUNNING THENCE ALONG SAID REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET AND DISTANCE OF 162.7 FEET MEASURED ALONG THE ARC OF THE CURVE; THENCE NORTH 2° EAST 13' EAST 439.1 FEET TO STATION 1811+86.9 OF SAID AQUEDUCT CENTER LINE, A POINT ON THE NORTH LINE OF THE GRANTORS' PROPERTY, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 35 LIES NORTH 2,659.1 FEET AND EAST 1,592.1 FEET

(the Parcels).

The District is constructing the Cottonwoods Connection project (the Project), which includes large water pipelines (with associated improvements) that will reach from a point near the mouth of Big Cottonwood Canyon to the District's Little Cottonwood Water Treatment Plant located near Little Cottonwood Creek. The Project includes an aqueduct being referred to as the Salt Lake Aqueduct Replacement (SLAR) that will mostly be constructed parallel to and relatively near the existing Salt Lake Aqueduct (SLA). The SLAR will eventually function in conjunction with the existing SLA; it will not actually completely replace the SLA. For the most part, the SLAR will be constructed in existing easements that allow the District to construct, own, operate, repair and replace the SLA.

A portion of the SLAR will be constructed across the Parcels. The District has requested from Landowner a perpetual easement for the SLAR across a portion of the Parcels, together with temporary construction easements for use of a portion of Parcel Nos. 22354020010000 and 22354300250000 for construction of the Project.

For good and valuable consideration, the sufficiency and receipt of which is acknowledged by Landowner, Landowner has agreed to convey to the District a perpetual easement across a portion of the Parcels for the SLAR and to grant a temporary construction easement to utilize a portion of Parcel Nos. 22354020010000 and 22354300250000 for construction of the Project, as more particularly described below.

AGREEMENT TERMS

1. Conveyance of Perpetual Easement and Temporary Construction Easement.

(a) Conveyance of Perpetual Easement. Landowner hereby conveys and warrants only against all who claim by or through Landowner, to the District a perpetual easement for the survey, planning, layout, construction, use, operation, inspection, maintenance, repair, replacement, and improvement of the SLAR, or its replacement or replacements, and related improvements on, over, under, and through the following described land located in Cottonwood Heights City, Salt Lake County, State of Utah (the Easement):

A PERPETUAL EASEMENT, UPON PART OF AN ENTIRE TRACT OF PROPERTY DESCRIBED IN WARRANTY DEED IN FAVOR OF THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS RECORDED AS ENTRY NO. 6544099 IN BOOK 7573 AT PAGE 723 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, SALT LAKE COUNTY, UTAH. THE BOUNDARIES OF SAID PERMANENT EASEMENT ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY BOUNDARY LINE OF SAID DESCRIBED PROPERTY, WHICH IS ALSO THE QUARTER SECTION LINE, AND THE EASTERLY BOUNDARY LINE OF THE SLAR EASEMENT DESCRIBED IN 1 ABOVE, SAID POINT IS 1582.64 FEET N.89°43'17"W.

(N.89°59'24"W. BY RECORD) ALONG SAID QUARTER SECTION LINE FROM THE EAST QUARTER CORNER OF SAID SECTION 35 (BASIS OF BEARING IS S.00°25'15"W. (S.00°10'23"W. BY RECORD) ALONG THE SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE EAST QUARTER CORNER AND SOUTHEAST CORNER OF SAID SECTION 35); AND RUNNING THENCE ALONG SAID EASTERLY BOUNDARY LINE THE FOLLOWING FIVE (5) COURSES: 1) S.02°23'06"W. 441.57 FEET TO THE BEGINNING OF A 400.00 FOOT RADIUS CURVE TO THE LEFT, 2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 206.18 FEET THROUGH A CENTRAL ANGLE OF 29°31'59" (NOTE: CHORD FOR SAID CURVE BEARS S.12°22'53"E. FOR A DISTANCE OF 203.90 FEET), 3) S.27°08'53"E. 446.92 FEET TO THE BEGINNING OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT, 4) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 76.66 FEET THROUGH A CENTRAL ANGLE OF 21°57'41" (NOTE: CHORD FOR SAID CURVE BEARS S.16°10'02"E. FOR A DISTANCE OF 76.19 FEET) AND 5) S.05°11'12"E. 214.72 FEET TO A POINT IN THE SIXTEENTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE ALONG SAID SIXTEENTH LINE N.89°41'43"W. 75.35 FEET; THENCE N.05°11'12"W. 207.51 TO THE BEGINNING OF A 125.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 47.91 FEET THROUGH A CENTRAL ANGLE OF 21°57'41" (NOTE: CHORD FOR SAID CURVE BEARS N16°10'02"W. FOR A DISTANCE OF 47.91 FEET); THENCE N.27°08'53"W. 446.92 FEET TO THE BEGINNING OF A 475.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 244.84 FEET THROUGH A CENTRAL ANGLE OF 29°31'59" (NOTE: CHORD FOR SAID CURVE BEARS N.12°22'53"W. FOR A DISTANCE OF 242.14 FEET); THENCE N.02°23'06"E. 438.81 FEET TO A POINT IN SAID NORTHERLY BOUNDARY LINE AND QUARTER SECTION LINE; THENCE ALONG SAID NORTHERLY BOUNDARY LINE AND QUARTER SECTION LINE S.89°43'17"E. (S.89°59'24"E. BY RECORD) 75.05 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PERPETUAL EASEMENT AREA CONTAINS 103,954 SQUARE FEET OR 2.39 ACRES IN AREA, MORE OR LESS.

The approximate location of this Easement is shown in Exhibit A, attached.

(b) Conveyance of Temporary Construction Easements.

(i) Temporary Construction Easement #1: Landowner hereby conveys and warrants only against all who claim by or through Landowner, to the District a temporary construction easement on, over, under, and through the following described land located in Cottonwood Heights City, Salt Lake County, State of Utah for use in the initial construction of the Project (TCE #1):

PART OF AN ENTIRE TRACT OF PROPERTY DESCRIBED IN WARRANTY DEED IN FAVOR OF THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS RECORDED AS ENTRY NO. 6544099 IN BOOK 7573 AT PAGE 723 IN THE OFFICE OF THE SALT LAKE

COUNTY RECORDER, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, SALT LAKE COUNTY, UTAH. THE BOUNDARIES OF SAID TEMPORARY CONSTRUCTION EASEMENT ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY BOUNDARY LINE OF SAID DESCRIBED PROPERTY, WHICH IS ALSO THE QUARTER SECTION LINE, AND THE EASTERLY BOUNDARY LINE OF THE SLAR EASEMENT DESCRIBED IN 1 ABOVE, SAID POINT IS 1582.64 FEET N.89°43'17"W. (N.89°59'24"W. BY RECORD) ALONG SAID QUARTER SECTION LINE FROM THE EAST QUARTER CORNER OF SAID SECTION 35 (BASIS OF BEARING IS S.00°25'15"W. (S.00°10'23"W. BY RECORD) ALONG THE SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE EAST QUARTER CORNER AND SOUTHEAST CORNER OF SAID SECTION 35); AND RUNNING THENCE ALONG SAID NORTHERLY BOUNDARY LINE S.89°43'17"E. (S.89°59'24"E. BY RECORD) 238.80 FEET; THENCE S.00°43'07"W. 196.67 FEET; THENCE S.01°09'33"W. 95.64 FEET; THENCE S.03°24'59"W. 270.94 FEET; THENCE S.01°36'22"W. 38.42 FEET TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF SAID DESCRIBED PROPERTY; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE N.89°43'53"W. (WEST BY RECORD) 209.28 FEET TO A POINT IN SAID EASTERLY BOUNDARY LINE OF THE SLAR EASEMENT DESCRIBED IN 1 ABOVE, AND THE BEGINNING OF A NON-TANGENT 400.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID EASTERLY BOUNDARY LINE THE FOLLOWING TWO (2) COURSES: 1) NORTHERLY ALONG THE ARC OF SAID CURVE 163.40 FEET THROUGH A CENTRAL ANGLE OF 23°24'20" (NOTE: CHORD FOR SAID CURVE BEARS N.09°19'03"W. FOR A DISTANCE OF 162.27 FEET) AND 2) N.02°23'06"E. 441.57 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS 144,618 SQUARE FEET OR 3.32 ACRES IN AREA, MORE OR LESS.

The approximate location of the land subject to TCE #1 is shown in Exhibit A, attached.

The land subject to TCE #1 may be used for staging, storage, and laydown of materials for the Project; storage of equipment for the Project; assembly of parts; and other activities in connection with the construction of the Project. Use of the land subject to Temporary Construction Easement #1 will not include the processing of aggregate.

TCE #1 shall be in force for one consecutive 6-month period between December 1, 2024 and December 31, 2026. The 6-month period will begin upon the District's first use of the land subject to TCE #1. The District will give Landowner written notice before using the land subject to TCE #1.

(i) Temporary Construction Easement #2: Landowner hereby conveys and warrants only against all who claim by or through Landowner, to the District a temporary construction easement on, over, under, and through the following described land

located in Cottonwood Heights City, Salt Lake County, State of Utah for use in the initial construction of the SLAR (TCE #2):

PART OF AN ENTIRE TRACT OF PROPERTY DESCRIBED IN WARRANTY DEED IN FAVOR OF THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS RECORDED AS ENTRY NO. 6544099 IN BOOK 7573 AT PAGE 723 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, SALT LAKE COUNTY, UTAH. THE BOUNDARIES OF SAID TEMPORARY CONSTRUCTION EASEMENT ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY BOUNDARY LINE OF SAID DESCRIBED PROPERTY, WHICH IS ALSO THE QUARTER SECTION LINE, AND THE WESTERLY BOUNDARY LINE OF THE SLA EASEMENT RECORDED AS ENTRY NO. 9862737 IN BOOK 9359 AT PAGE 6930 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT IS 1657.69 FEET N.89°43'17"W. (N.89°59'24"W. BY RECORD) ALONG SAID QUARTER SECTION LINE FROM THE EAST QUARTER CORNER OF SAID SECTION 35 (BASIS OF BEARING IS S.00°25'15"W. (S.00°10'23"W. BY RECORD) ALONG THE SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE EAST QUARTER CORNER AND SOUTHEAST CORNER OF SAID SECTION 35); AND RUNNING THENCE ALONG SAID WESTERLY BOUNDARY LINE S.02°23'06"W. 143.51 FEET; THENCE N.45°50'29"W. 88.38 FEET; THENCE N.03°45'30"E. 28.69 FEET; THENCE N.14°15'45"E. 55.15 FEET TO A POINT IN SAID NORTHERLY BOUNDARY LINE; THENCE ALONG SAID NORTHERLY BOUNDARY LINE S.89°43'17"E. 53.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS 7,088 SQUARE FEET OR 0.16 ACRE IN AREA, MORE OR LESS.

The approximate location of the land subject to TCE #2 is shown in Exhibit A, attached.

The land subject to TCE #1 will be used for construction of the extension and improvements of the existing storm drain in connection with construction of the SLAR.

TCE #2 shall be in force from commencement of the construction of the extension and improvements of the existing storm drain until such construction is complete. Upon completion of the extension and improvements of the existing storm drain, the extended and improved storm drain shall be the property of Landowner.

2. Landowner's Use of Land Subject to the Easement. Landowner may utilize the land that is subject to the Easement for the following:

(a) 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 Easement, and turf;

(b) above-ground trampolines, swing sets, and similar play sets, and picnic chairs and tables that can be quickly removed without excavation and without mechanized equipment;

(c) non-masonry fencing, so long as the fencing ~~provides~~obstructing access to the Easement shall provide reasonable and efficient access to the Easement, including gates to allow access to any portion of the Easement that is not otherwise accessible. If the gate is to be locked, it shall have the ability to install a District lock for District access;

(d) unreinforced concrete, asphalt or other unreinforced paving or flatwork;

(e) unreinforced curbing, gutters;

(f) road base or gravel driveways or walkways; and

~~(g) one single pole mailbox if on frontage of property;~~

~~(h) not more than one shed for gardening, storage, or small animal husbandry. The shed shall be no larger than 120 square feet in footprint, constructed on skids, without attachment to the ground or utilities, and capable of being dragged off the Easement with not more than a small mini excavator; and~~

~~(+)(g)~~ buried utilities, so long as any new crossing of the Easement is perpendicular to the SLAR at 90 degrees whenever practicable and not less than 60 degrees, maintains at least 18 inches of clearance from the SLAR, and has a metallic location strip. Any metal pipe or high voltage power lines in close proximity to the SLAR must have appropriate corrosion protection measures that provide protection of the SLAR.

Landowner shall not place any other structures or improvements of any nature within the Easement or make any material changes to the ground elevation within the Easement 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 ground elevation change may present risk to the SLAR, or may make the District's enjoyment of the Easement more expensive or more time consuming. Overhangs, footings, and foundations are prohibited.

Upon notice from the District that is reasonable under the circumstances, Landowner shall remove any above-ground trampolines, swing sets, similar play sets; picnic chairs and tables; and shed from the Easement. Landowner shall be responsible for storing such improvements outside of the Easement during the District's work within the Easement. In the event Landowner does not remove such improvements within the time identified by the District, the District or its contractors may do so. The District or its contractors shall have no obligation to maintain or store the improvements or restore them on the Parcels following the work, and shall not be liable for any damages associated with the removal of such improvements.

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All uses of the land subject to the Easement shall be consistent with all applicable federal, state, and local statutes, regulations, ordinances, common law, and restrictive covenants, recorded declarations, and homeowner association rules.

Nothing in this Agreement prevents Landowner from subdividing or rezoning the Parcels into agricultural, residential, commercial, or other permitted use lots and/or parcels consistent with the applicable land use authority's governing law. Any such subdivision or rezone does not affect the applicability of this Agreement to the land subject to the Easement.

No hazardous substances or substances of concern as defined by any applicable federal, state, or local statute, rule, or ordinance shall be stored on the land subject to the Easement. The use of such substances on or in close proximity to the land subject to the Easement shall be consistent with the manufacturer's instructions.

Landowner shall act reasonably to prevent the violation of these requirements by guests, family members, tenants, lessees, agents, employees, contractors, and others allowed to use the Parcels.

3. The District's Right to Correct. The District shall have the right to remove, haul off, and discard or destroy any use, structure, or improvement not expressly allowed under the terms of this Agreement if Landowner fails to do so after notice of non-conformity for a period of time that is reasonable under the circumstances (not to exceed 30 days). Landowner shall reimburse the District for all reasonable costs of any such removal, hauling off, and disposition as provided in Paragraph 5.

4. The District's Restoration Obligations. In the event use of the Easement or Temporary Construction Easement by the District or its employees or contractors causes material damage to the land subject to the Easement or the Temporary Construction Easement while in force, the District shall, at its sole expense:

- (a) refill and reshape and compact as reasonable all excavations;
- (b) remove excess materials; sort, grade, and replace topsoil;
- (c) restore any landscaping (except that plants, including shrubs, may be immature and a similar, not necessarily the same, genus and species), irrigation systems, flatwork, fencing, curb, gutter, walkways, driveways, mailbox, and utilities in the affected area that are consistent with this Agreement to a reasonably similar pre-work condition at District's sole expense; and
- (d) with respect to undeveloped property, reseeded consisting of hand broadcasting a native grass seed mix.

The District shall restore any other structures or improvements that were previously approved in writing by the District, consistent with the terms of the written approvals for the same.

Such restoration by the District shall be performed reasonably promptly as weather allows such work to be accomplished efficiently.

5. Reimbursement of the District. In the event that Landowner is required to reimburse the District for costs pursuant to this Agreement, Landowner shall reimburse the District for all costs reasonably incurred by the District within 90 days of mailing of an itemized invoice from the District for such costs. After 90 days following mailing of an invoice, all amounts due to the District will accrue interest at a rate of 10% annually, compounded annually. If any amounts remain payable to the District after 120 days following mailing of an invoice, the District may perfect a lien on the Parcels for the amounts owed the District, together with interest and costs of foreclosure, by making a reasonable attempt to contact Landowner to discuss the matter, followed by recording a Notice of Lien referencing this paragraph and the amount of the lien. The District will mail a copy of the recorded Notice of Lien to Landowner. Such a lien may be foreclosed in the same manner as a mortgage.

6. Notice. Any notice required by this Agreement will be deemed given when mailed or delivered to:

To the District:

Metropolitan Water District of
Salt Lake & Sandy
ATTN: General Manager
3430 East Danish Road
Cottonwood Heights, UT 84093

To Landowner:

The Church of Jesus Christ of Latter-Day
Saints
50 East North Temple Street, 10th Floor
Salt Lake City, UT 84150-0010

With a copy to:

Kirton McConkie
50 East South Temple, Ste. 400
Salt Lake City, UT 84111
Attn: Benson L. Hathaway, Jr.

7. General.

(a) Specific Performance. The parties are entitled to the remedies of specific performance and/or injunctive relief for any breach of this Agreement that is not cured after notice of breach that is reasonable under the circumstances.

(b) Changes in Writing. This Agreement and any of its terms may only be modified, waived, or terminated by a written instrument properly executed by both parties.

(c) Authority. Persons signing this Agreement on behalf of any entity represent and warrant that they have full authority to enter into this Agreement for and on behalf of the entity for which they are signing. Landowner represents and warrants that it is the only owner of the Parcels, that no other person or entity claims any ownership interest in or to the Parcels, that it is duly authorized and empowered to sign this Agreement as it impacts the

Parcels, and that no signature of any other person or entity is necessary to make this Agreement fully effective.

(d) Agreement binding on successors and 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 Landowner under this Agreement shall run with the Parcels and any portion thereof.

(e) Delay in Asserting Rights Will Not Constitute a Waiver. No delay of either party in asserting rights under this Agreement will constitute a waiver in whole or in part.

(f) No Impact to the Rights of Thirds Parties, if Any. Nothing in this Agreement is intended to, or should be interpreted to, affect the existing rights of third parties, if any, relating to the Parcels.

(g) No Intended Third Party Beneficiaries. Nothing in this Agreement is intended to benefit third parties or give them any interests, rights, claims, or causes of action.

(h) Entire Agreement. This Agreement contains the entire agreement of the parties regarding the Easement and Temporary Construction Easement as they may impact the Parcels, and this Agreement supersedes all prior agreements, negotiations, and understandings between the parties regarding that topic.

(i) Existing SLA Easement. Any existing SLA easement that may impact the Parcels is not intended to be modified in any respect.

(j) Counterparts. This Agreement may be executed in counterparts.

DISTRICT:

DATED this ___ day of _____, 2025.

METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY

By: _____
Annalee Munsey
General Manager

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

On the ___ day of _____, 2025, Annalee Munsey personally appeared before me, 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 is duly authorized to sign the foregoing Agreement for Perpetual Easement and Temporary Construction Easements on behalf of the Metropolitan Water District of Salt Lake & Sandy and that she signed the same on behalf of the Metropolitan Water District of Salt Lake & Sandy.

NOTARY PUBLIC

LANDOWNER:

DATED this ___ day of _____, 2025.

THE CHURCH OF JESUS CHRIST OF LATTER-
DAY SAINTS, a Utah corporation sole, f/k/a
CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, a Utah corporation sole

By: _____
Craig E. Weidmer
Authorized Agent

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

On the ___ day of _____, 2025, Craig E. Weidmer personally appeared before me, and having been duly sworn, acknowledged that he is the authorized agent of The Church Of Jesus Christ of Latter-Day Saints, a Utah corporation sole, f/k/a Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, the Landowner in the foregoing Agreement for Perpetual Easement and Temporary Construction Easements; that he is duly authorized to sign the foregoing Agreement for Perpetual Easement and Temporary Construction Easements on behalf of The Church Of Jesus Christ of Latter-Day Saints, a Utah corporation sole, f/k/a Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole; and that he executed the same on behalf of The Church Of Jesus Christ of Latter-Day Saints, a Utah corporation sole, f/k/a Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole.

NOTARY PUBLIC

EXHIBIT A
(Easement and Temporary Construction Easements)



Consider approval of transfer within capital budget

Last Update: January 16, 2025

Background:

Pleasant Grove Land Purchase

The Board approved purchase of property in Pleasant Grove for \$760,000. The fiscal year 2025 budget for this item was \$400,000. A transfer is needed to cover the difference, plus modest closing fees.

Proposed transfer: \$375,000.

SLAR Easement Procurement

Based upon early appraisals, staff estimated a budget of \$3,200,000 to procure a construction corridor for the SLAR pipeline. The fiscal year 2025 budget carried \$1,900,000 of remaining expenses. Individual appraisals and landowner negotiations are suggesting an overrun. Staff anticipates completing acquisition in fiscal year 2025. Proposed transfer: \$500,000.

POMWTP HVAC RTU

The Non-Routine O&M budget includes \$115,000 for Heating, Ventilation, and Air Conditioning (HVAC) improvements at the Point of the Mountain Water Treatment Plant (POMWTP). This task includes two items: the installation of a roof top AC unit (RTU) on the POMWTP Ozone Building and the replacement of dated proprietary controls. The cost of the RTU was higher than anticipated, pushing it to a capital expenditure. Rather than encumber the miscellaneous/emergency procurement capital line item, staff desires to create a line item specific for the RTU. Control replacement will remain an O&M expense.

Proposed transfer: \$35,000.

Construction for Cottonwoods Connection Project

The Cottonwoods Connection Project ran into several construction delays in 2024 and is not anticipated to spend its full budget. Proposed transfer: -\$910,000.

Committee Activity: The Engineering Committee discussed this item on January 14, 2025 and recommends the board approve the transfer within the capital budget as described.

Recommendation: Approve a transfer within the capital budget of \$910,000 from the Cottonwoods Connection project to the Pleasant Grove Land Purchase, SLAR Easement Procurement, and POMWTP HVAC RTU budgets as described above.

Capital Budget Transfer
Metropolitan Water District of Salt Lake & Sandy
Last Updated: January 7, 2025

	FY25 Original	Prior Transfers		Spent/ Encumbered as	Amount Remaining as of	01/27/2025 Proposed	Proposed
	Budget	In/(Out)	Revised Budget	of 01/06/2025	01/06/2025	Transfer In/(Out)	Revised Budget
NON-CAPACITY IMPROVEMENT PROJECTS							
SLAR Reach 1 - Cottonwoods Conduits	\$ 21,129,083.00	\$ -	\$ 21,129,083.00	\$ 4,007,095.00	\$ 17,121,988.00	\$ (910,000.00)	\$ 20,219,083.00
SLAR Easement Procurement	\$ 1,920,000.00	\$ -	\$ 1,920,000.00	\$ 1,551,010.00	\$ 368,990.00	\$ 500,000.00	\$ 2,420,000.00
SLAR Reaches 2 and 3	\$ 200,000.00	\$ -	\$ 200,000.00	\$ -	\$ 200,000.00	\$ -	\$ 200,000.00
SLA Hardening	\$ 1,333,333.00	\$ -	\$ 1,333,333.00	\$ 180,199.05	\$ 1,153,133.95	\$ -	\$ 1,333,333.00
LCC Replacement and Intake Modifications	\$ 1,000,000.00	\$ -	\$ 1,000,000.00	\$ 55,864.01	\$ 944,135.99	\$ -	\$ 1,000,000.00
LCWTP Administration Campus Improvements	\$ 250,000.00	\$ -	\$ 250,000.00	\$ 22,610.00	\$ 227,390.00	\$ -	\$ 250,000.00
Fleet Replacement Program	\$ 185,000.00	\$ -	\$ 185,000.00	\$ 170,702.70	\$ 14,297.30	\$ -	\$ 185,000.00
Little Dell Dam Improvements	\$ 430,000.00	\$ -	\$ 430,000.00	\$ -	\$ 430,000.00	\$ -	\$ 430,000.00
POMWTP HVAC - Ozone Building RTU	\$ -	\$ -	\$ -	\$ 31,934.00	\$ (31,934.00)	\$ 35,000.00	\$ 35,000.00
Repair and Replace	\$ 1,122,000.00	\$ -	\$ 1,122,000.00	\$ 1,174,667.81	\$ (52,667.81)	\$ 375,000.00	\$ 1,497,000.00
Non-Capacity Improvement Projects Total	\$ 27,569,416.00	\$ -	\$ 27,569,416.00	\$ 7,194,082.57	\$ 20,375,333.43	\$ -	\$ 27,569,416.00
CAPACITY IMPROVEMENT PROJECTS							
SLAR Reach 1 - Cottonwoods Conduits	\$ 12,829,236.00	\$ (12,829,236.00)	\$ -	\$ -	\$ -	\$ -	\$ -
Managed Aquifer Recharge Design and Construction	\$ 1,750,000.00	\$ -	\$ 1,750,000.00	\$ 200,016.77	\$ 1,549,983.23	\$ -	\$ 1,750,000.00
Capacity Improvement Projects Total	\$ 14,579,236.00	\$ (12,829,236.00)	\$ 1,750,000.00	\$ 200,016.77	\$ 1,549,983.23	\$ -	\$ 1,750,000.00
OTHER CAPITAL IMPROVEMENT PROJECTS							
Jordan Aqueduct System and 150th South Pipeline	\$ 1,577,913.00	\$ -	\$ 1,577,913.00	\$ -	\$ 1,577,913.00	\$ -	\$ 1,577,913.00
Central Utah Project (CUP) Capital	\$ 3,815,423.00	\$ -	\$ 3,815,423.00	\$ -	\$ 3,815,423.00	\$ -	\$ 3,815,423.00
Other Capital Improvement Projects Total	\$ 5,393,336.00	\$ -	\$ 5,393,336.00	\$ -	\$ 5,393,336.00	\$ -	\$ 5,393,336.00
Grand Total	\$ 47,541,988.00	\$ (12,829,236.00)	\$ 34,712,752.00	\$ 7,394,099.34	\$ 27,318,652.66	\$ -	\$ 34,712,752.00

Notes: On December 16, 2024, the Board approved a transfer of \$12,829,236 from Capacity Improvement Projects to O&M for the portion of the SLAR Reach 1 - Cottonwoods Conduits to be reimbursed by SLC, as recommended by the District's accounting consultant.

Capital Budget Transfer
 Metropolitan Water District of Salt Lake & Sandy
 Last Updated: January 6, 2025

	FY25 Original	Prior Transfers		Spent/ Encumbered as	Amount Remaining as	01/27/2025 Proposed Transfer	Proposed
	Budget	In/(Out)	Revised Budget	of 01/06/2025	of 01/06/2025	In/(Out)	Revised Budget
REPAIR AND REPLACE							
LCWTP Ozone Control Valve Replacement	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00
LCWTP Chlorinators Replacement	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
POMWTP Perimeter Fence	\$ 160,000.00	\$ -	\$ 160,000.00	\$ 108,661.00	\$ 51,339.00	\$ -	\$ 160,000.00
Annual Network Server Replacement	\$ 70,000.00	\$ -	\$ 70,000.00	\$ -	\$ 70,000.00	\$ -	\$ 70,000.00
LCWTP UPS Replacement	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 77,404.33	\$ 22,595.67	\$ -	\$ 100,000.00
Real Property Acquisition	\$ 400,000.00	\$ -	\$ 400,000.00	\$ 760,000.00	\$ (360,000.00)	\$ 375,000.00	\$ 775,000.00
SLA Intake Trash Rake Replacement	\$ 250,000.00	\$ -	\$ 250,000.00	\$ 228,602.48	\$ 21,397.52	\$ -	\$ 250,000.00
Other Miscellaneous Repairs and Replacements	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00
Repair and Replace Total	\$ 1,122,000.00	\$ -	\$ 1,122,000.00	\$ 1,174,667.81	\$ (52,667.81)	\$ 375,000.00	\$ 1,497,000.00

Metropolitan Water District of Salt Lake & Sandy FY2025 CAPITAL PROJECTS REPORT January 2025

Last updated: January 14, 2025

Routine Non-Capacity Improvement Projects

Salt Lake Aqueduct Replacement Reach 1 – Cottonwoods Conduits (SA061)

Purpose: New pipeline to connect LCWTP and BCWTP and for Phase 1 of SLAR.

Update:

Construction: COP Construction is approximately 64% complete with CC-1, for which work is paused until the spring. Whitaker Construction is preparing staging and access for SLAR construction. The LCC replacement pipe arrived in December and is being installed north of 10 Million Gallon Reservoir.

Easement Acquisition: Twelve easements have yet to be acquired. Five have occupancy agreements. A condemnation is scheduled for one property. A second appraisal is in progress for one property. The remaining five properties are in active negotiation.

Public Involvement: The public involvement team continues to engage the public as needed.



December 16: The contractor received 36-inch diameter pipe for the LCC relocation.



December 16: Framing and excavation for the CC-1 Vault at Fort Union and Nutree is underway.



December 20: Floor rebar was tied and inspected in preparation for concrete at the CC-1 Vault.



October 28 and 30: Excavating and pipe installation for the CC-1 vault is underway.

Cottonwoods Connection Budget Update

Design (Consultant)					
Agreement	Consultant		Contract	Spend to Date	% Complete
Public Involvement	Wall Consulting Group		\$ 108,389	\$ 83,345	76.9%
Engineering Services	Hazen and Sawyer		\$ 3,676,581	\$ 3,455,429	94.0%
Total:			\$ 3,784,970	\$ 3,538,774	93.5%
Cost Share Totals by Fiscal Year	FY22	FY23	FY24	FY25	Total
MWDSLS ¹	\$ 25,254	\$ 1,266,603	\$ 948,726	\$ -	\$ 2,240,584
SLCDPU	\$ 16,058	\$ 935,328	\$ 346,805	\$ -	\$ 1,298,190
Total:	\$ 41,312	\$ 2,201,931	\$ 1,295,531	\$ -	\$ 3,538,774

¹ MWDSLS design costs were paid up front by SLCDPU and will be reimbursed during construction.

Right of Way Acquisition ²					
Service	Consultant		Contract	Spend to Date	% Complete
Land Survey and Mapping	Meridian Engineering, Inc.		\$ 30,630	\$ 29,430	96.1%
Land Acquisition	Various Property Owners		\$ 3,200,000	\$ 1,755,592	54.9%
ROW Consulting	Davenport Consulting PLLC		\$ 97,350	\$ 51,150	52.5%
Total:			\$ 3,327,980	\$ 1,836,172	55.2%
Total by Fiscal Year	FY22	FY23	FY24	FY25	Total
MWDSLS ²	\$ -	\$ -	\$ 1,265,666	\$ 570,506	\$ 1,836,172
SLCDPU	\$ -	\$ -	\$ -	\$ -	\$ -
Total:	\$ -	\$ -	\$ 1,265,666	\$ 570,506	\$ 1,836,172

² Right of Way Acquisition is 100% paid by MWDSLS.

Construction (Contractor)					
Service	Consultant		Contract	Spend to Date ³	% Complete
Schedule A/B	COP Construction		\$ 13,081,096	\$ 8,526,364	65.2%
Schedule C	Whitaker Construction		\$ 57,467,265	\$ 2,637,264	4.6%
Total:			\$ 70,548,361	\$ 11,163,628	15.8%
Fiscal Year Summary by Schedule ³	FY22	FY23	FY24	FY25	Total
Schedule A/B	\$ -	\$ -	\$ 2,250,217	\$ 6,276,147	\$ 8,526,364
Schedule C	\$ -	\$ -	\$ 482,133	\$ 2,155,131	\$ 2,637,264
Total	\$ -	\$ -	\$ 2,732,350	\$ 8,431,277	\$ 11,163,628
Fiscal Year Summary by Share ³	FY22	FY23	FY24	FY25	Total
MWDSLS ⁴	\$ -	\$ -	\$ 365,756	\$ 1,634,927	\$ 2,000,683
SLCDPU ⁵	\$ -	\$ -	\$ 2,366,594	\$ 6,796,351	\$ 9,162,945
Total	\$ -	\$ -	\$ 1,990,548	\$ 8,431,277	\$ 11,163,628

³ Costs shown include retention.

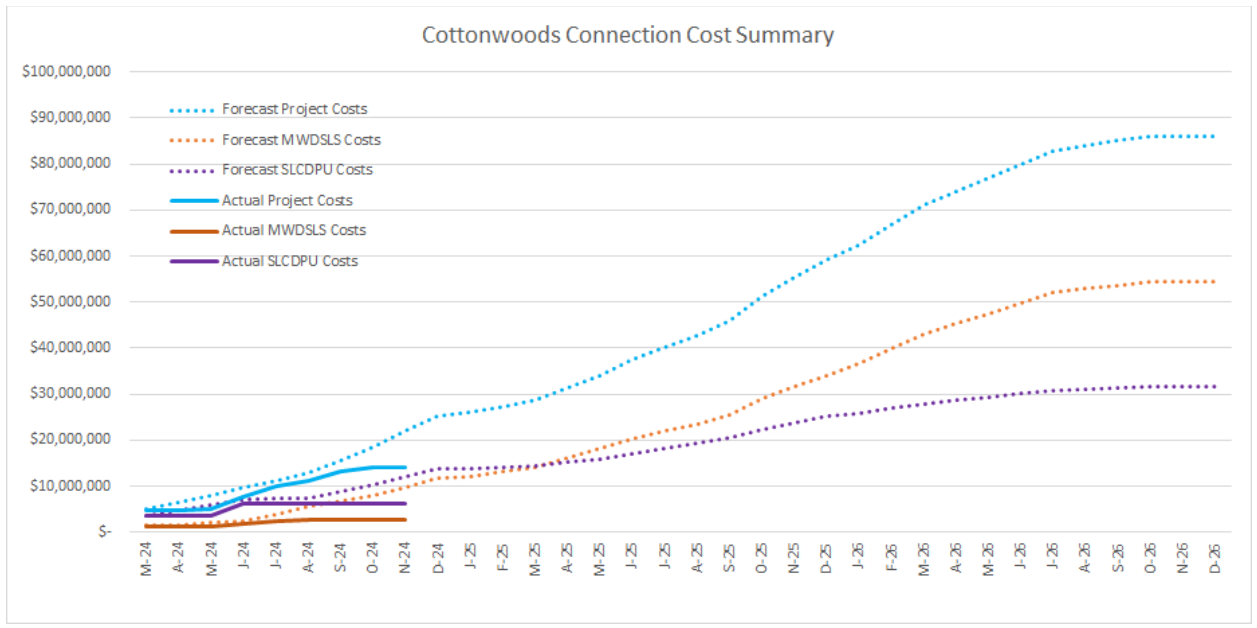
⁴ Costs associated with Schedule C are split 110/145 MWDSLS and 35/145 SLCDPU.

⁵ Costs associated with Schedule A and B are 100% by SLCDPU.

Construction (Consultant) ⁶						
Service	Consultant	Contract	Spend to Date	% Complete		
Public Involvement	Kimley-Horn and Associates, Inc.	\$ 112,360	\$ 90,659	80.7%		
Public Involvement	Ad Wear	\$ 2,498	\$ 2,498	100.0%		
Engineering Services	Hazen and Sawyer	\$ 1,993,086	\$ 671,902	33.7%		
Utility Relocation	Lumen	\$ 220,261	\$ -	0.0%		
Utility Relocation	Rocky Mountain Power	\$ 16,500	\$ -	0.0%		
Utility Relocation	Enbridge	\$ 435,610	\$ -	0.0%		
Fiscal Year Summary by Share		FY22	FY23	FY24	FY25	Total
MWDSLS		\$ -	\$ -	\$ 50,132	\$ 166,662	\$ 216,795
SLCDPU		\$ -	\$ -	\$ 92,203	\$ 453,563	\$ 545,766
Total:		\$ -	\$ -	\$ 142,335	\$ 620,225	\$ 762,560

⁶ Cost sharing splits as reported on individual invoices.

Total Project Costs						
Service	Contract	Spend to Date	% Complete			
Design	\$ 3,784,970	\$ 3,538,774	93.5%			
ROW Acquisition	\$ 3,200,000	\$ 1,836,172	57.4%			
Construction	\$ 73,178,676	\$ 11,980,008	15.8%			
Total	\$ 80,163,646	\$ 17,354,954	21.6%			
Fiscal Year Summary by Share		FY22	FY23	FY24	FY25	Total
MWDSLS		\$ 25,254	\$ 1,288,379	\$ 2,634,824	\$ 2,389,031	\$ 6,337,488
SLCDPU		\$ 16,058	\$ 936,490	\$ 2,808,414	\$ 7,256,505	\$ 11,017,466
Total:		\$ 41,312	\$ 2,224,868	\$ 5,443,238	\$ 9,645,536	\$ 17,354,954



The forecast project costs in the table above represent project costs based on preliminary construction schedules provided by the contractors.

Salt Lake Aqueduct Replacement Reaches 2 and 3 (SA063)

Purpose: Project scoping for a new pipeline to provide resiliency to the SLA and meet contractual delivery obligations.

Update: Notice of award for a BRIC grant was received on January 14. Staff anticipates finalizing the award by the end of February and then will advertise for a consultant.

District Project Manager:	TBD
Design Engineer:	TBD
Preliminary Design Completion Date:	TBD
FY25 Budget:	\$200,000.00
FY25 Contract Amount:	TBD
Change Orders / Percent:	\$0.00 / 0.0%
Spent to Date:	\$0.00
Other Costs:	\$0.00
FY25 Expenses to Date / Percent Spent:	\$0.00 / 0.0%

Salt Lake Aqueduct Hardening (SA062)

Purpose: Preliminary design to evaluate replacement and slip-lining of the SLA for seismic stability.

Update: A geotechnical hazard workshop will be held on January 30.

District Project Manager:	Kelly Stevens
Design Engineer:	Bowen Collins & Assoc.
Preliminary Design Completion Date:	December 31, 2025
Project Budget:	\$2,000,000.00
Contract Amount:	\$2,000,000.00
Change Orders / Percent:	\$0.00 / 0.0%
Spent to Date:	\$180,199.05
Other Costs:	\$0.00
FY25 Expenses to Date / Percent Spent:	\$180,199.05 / 9.0%

Little Cottonwood Conduit Replacement and Intake Modifications (LC069)

Purpose: Preliminary design to replace the raw water LCC and modify the lower intake structure.

Update: Staff is working on an additional task with the consultant to refine the project scope, after which final design will begin.

District Project Manager:	Gardner Olson	
Design Engineer:	Bowen Collins & Assoc.	
Preliminary Design Completion Date:	June 30, 2024	
	FY24	FY25
Budget:	\$200,000	\$1,000,000.00
Contract Amount (to date):	\$200,000	\$54,324.00
Change Orders / Percent:	\$0.00 / 0.0%	\$0.00 / 0.0%
Spent (to date):	\$139,955.17	\$55,864.01
Other Costs:	\$0.00	\$0.00
Total Expenses to Date / Percent Spent:	\$195,819.18 / 16.3%	

Little Cottonwood Water Treatment Plant Administration Campus Improvements (LC071)

Purpose: Design of a new server room and improve Administration Building landscaping and parking.

Update: Staff reviewed three options and associated costs provided by the consultant. A fourth option is now being considered, and a revised report expected by the end of January 2025.

District Project Manager:	Ammon Allen
Design Engineer / Contractor:	GSBS Architects
Final Completion Date:	June 30, 2025
FY25 Budget:	\$250,000.00
Contract Amount:	\$54,960.00
Change Orders / Percent:	\$0.00 / 0.0%
Spent to Date:	\$22,610.00
Other Costs:	\$0.00
Expenses to Date / Percent Spent:	\$22,610.00 / 9.0%

Fleet Program Replacement

Purpose: Replace three pick-ups.

Update: Procurement is complete; all three vehicles are in service.

District Project Manager:	Michael Carter
Project Budget:	\$185,000.00
Project Spent to date:	\$170,702.70 / 92.3%

Little Dell Dam Improvements

Purpose: Improvements as identified by Salt Lake City Department of Public Utilities.

Update: No report of work to date.

District Project Manager:	Bernard Mo, SLCDPU
Project Budget:	\$430,000.00
Project Spent to date:	\$0.00 / 0.0%

Repair and Replace

LCWTP Ozone Control Valve Replacement

Purpose: This is year two of four to replace the LCWTP ozone system control valves. Some of these valves will be replaced and others reconditioned. New valves fall within the capital budget.

Update: No progress to date.

District Project Manager:	Gardner Olson
Project Budget:	\$12,000.00
Project Spent to date:	\$0.00 / 0.0%

LCWTP Chlorinators Replacement

Purpose: Parts for the LCWTP chlorinators are no longer available, and staff was unsuccessful in finding compatible replacements. The chlorinators will be replaced two per year for three years.

Update: Staff is meeting with vendors to review equipment options.

District Project Manager:	Andy Reidling
Project Budget:	\$30,000.00
Project Spent to date:	\$0.00 / 0.0%

POMFWP Perimeter Fence

Purpose: The POMWTP is fenced on the north and east. Security concerns suggest the need to fence the south and west sides of the plant.

Update: The contractor ordered materials; we are waiting on a delivery date.

District Project Manager:	Augusto Robles
Contractor:	Vinyl Industries
Final Completion Date:	May 31, 2025
Project Budget:	\$160,000.00
Contract Amount:	\$108,661.00
Spent to Date:	\$0.00
Other Costs:	\$0.00
Project Spent to date:	\$0.00 / 0.0%

Annual Network Server Replacement

Purpose: The District operates servers on multiple networks. These servers have a life expectancy of seven years. New servers host the most critical services for the first three to five years of the lifecycle and then are moved to a less critical role for the remainder of the life cycle.

Update: Staff is obtaining quotes and preparing to purchase new servers.

District Project Manager:	Darin Klemin
Project Budget:	\$70,000.00
Project Spent to date / Percent Spent:	\$0.00 / 0.0%

LCWTP UPS Replacement

Purpose: The uninterruptable power supply in the LCWTP pipe gallery is in need of replacement.

Update: The equipment is on order.

District Project Manager:	Scot Collier
Project Budget:	\$100,000.00
Project Spent to date / Percent Spent:	\$0.00 / 0.0%

Real Property Acquisition

Purpose: The District was approached with the option to purchase property along the SLA Corridor. The property is partially encumbered by District easement. Procurement of this property may be advantageous for protecting the SLA and its future refurbishment and/or replacement(s).

Update: The District is finalizing purchase documents for late January.

District Project Manager:	Ammon Allen
Project Budget:	\$400,000.00
Project Spent to date / Percent Spent:	\$0.00 / 0.0%

Miscellaneous

Purpose: This item is set aside for unanticipated capital expenditures.

Update: A check valve was purchased for the LCWTP clear well.

District Project Manager:	Ammon Allen
Project Budget:	\$100,000.00
Project Spent to date / Percent Spent:	\$13,921.57 / 13.9%

Capacity Improvement Projects

Managed Aquifer Recharge Pilot Testing and Phase 1 (LC063)

Purpose: The District constructed two infiltration basins and an injection well at the LCWTP. These facilities will recharge an estimate 29 acre-feet of water into the aquifer per day. The water can then be extracted through any number of customer-owned wells down-gradient and within the same aquifer.

Update: The well house is constructed. Electrical work is in process. All work except the transformer and well pump is complete. The pump will arrive in March 2025 and the transformer in April 2025.

Design				
District Project Manager:	Ammon Allen			
Design Engineer:	Hansen, Allen and Luce			
Final Completion Date:	December 31, 2024			
Implementation Plan Spent (FY21):	\$78,487.55			
Engineering Design Contract Amount:	\$961,937.15			
Fiscal Year:	2022	2023	2024	2025
Spent to date:	\$78,431.03	\$420,598.75	\$243,698.30	\$26,943.01
Engineering Design Spent to date:	\$769,671.09 / 80.0%			

Wells Construction	
Contractor:	Hydro Resources
Final Completion Date:	June 30, 2024
Contract Amount:	\$3,674,441.00
Change Orders / Percent:	-\$321,449.97 / -8.75%
Total Spent:	\$3,352,991.03 / 100.0%

SIB and Infrastructure Construction		
Contractor:	COP Construction	
Final Completion Date (est.):	July 25, 2025	
Contract Amount:	\$5,550,687.00	
Change Orders / Percent:	-\$11,727.75 / -0.2%	
Fiscal Year	2024	2025
SIB and Infrastructure Spent to date	\$4,012,619.25	\$175,890.00
Total Spent to date:	\$4,188,509.25 / 74.8%	

Other Project Costs	
Integration (SKM):	\$1,315.00
Other Costs:	\$1,204.00

Total Project Budget:	\$10,821,309.10
Total Project Spent to date:	\$8,410,577.75 / 77.7%

**Jordan Valley Water Conservancy District (JVWCD)
Jordan Aqueduct System and 150th South Pipeline – Capital Projects**

The District is responsible for 2/7 of Jordan Aqueduct (JA) system improvements which include JA Reaches 1 – 4, Jordan Valley Water Treatment Plant (JVWTP), and the JA Terminal Reservoir. The District is responsible for one half of improvements associated with the 150th South pipeline. Projects identified for FY2025 include:

Rehabilitation or Replacement of Existing Facilities

- JVWTP Replace Filter Media \$ 144,790
- Normal Small Capital Improvements \$ 146,866
- JA Normal, Extraordinary Maintenance and Replacement \$ 330,242
- JVWTP Normal, Extraordinary Maintenance and Replacement \$ 259,429
- 150th South Pipe Normal Maintenance and Replacement \$ 10,000

New Non-Capacity Facilities (Compliance/Functional Upgrade)

- JVWTP Filter and Chemical Feed Upgrades \$ 431,210
- JVWTP Floc/Sed 1-2 Seismic Upgrade \$ 200,000
- Jordan Aqueduct Seismic Resiliency \$ 5,376

JVWTP Project Management Expenses \$ 50,000

Total Request FY2025: \$1,577,913

The following report is taken from JVWCD’s January 2025 board packet and covers October 10, 2024 to December 9, 2024.

The contractor has completed the installation of the standing seam sheet metal roof on the Administration Building.

The consultant for the Jordan Aqueduct Seismic Resiliency Study completed site visits at seven areas along the Jordan Aqueduct which are susceptible to known geologic hazards. Their findings will be documented in a report.

JVWCD’s staff met with the design consultant to review the 90% submittal drawings for the JVWTP Filter and Chemical Feed Upgrades and Expansion Project. The District is pre-selecting construction contractors to ensure that bidders are qualified and have the necessary experience to complete the work. The District has added some additional design scope to meet Utah Division of Drinking Water requirements identified in final design.

JVWCD is reapplying for federal funding for the JVWTP Sedimentation Basins 1-2 Seismic and Capacity Upgrades Project. JVWCD is utilizing the services of national grant writing specialists to strengthen the grant application. Design for the electrical amendment is on hold, awaiting coordination with the JVWTP Filter Project.