United States Department of the Interior

BUREAU OF RECLAMATION
Upper Colorado Region
Provo Area Office
302 East 1860 South
Provo, Utah 84606-7317

IN REPLY REFER TO:

PRO-451
LND-6.00

NOV 19 2008

Honorable Dennis Nordfelt
Mayor of West Valley City
West Valley City Hall
3600 South Constitution Blvd.
West Valley, UT 84119-3720

Subject: Easement Encroachment Agreement – Granger-Hunter Improvement District - Contract No. 09-LM-41-0080 – Jordan Aqueduct, Reach 3 - Central Utah Project, Utah

Dear Mayor Nordfelt:

Enclosed is an Easement Encroachment Agreement, Contract No. 09-LM-41-0080, allowing Granger-Hunter Improvement District to encroach upon United States lands acquired for Jordan Aqueduct, Reach 3. This agreement when fully executed will allow Granger-Hunter Improvement District to install, operate, and maintain a 12-inch PVC culinary waterline over the Jordan Aqueduct, Reach 3, at approximate Station 1514+36.

Please review this agreement and if satisfactory, sign and notarize all copies and return them to this office for further handling. One original will be returned to your office after final signing by Reclamation. If you have any questions regarding this agreement, please contact Ms. Pauline Brown at 801-379-1089.

Sincerely,

ACTING FOR Allan S. Christensen
David K. Krueger
Chief, Lands Group

Enclosure - 4 copies

Contract No. 09-LM-41-0080

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL UTAH PROJECT
JORDAN AQUEDUCT, REACH 3

EASEMENT ENCROACHMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND GRANGER-HUNTER IMPROVEMENT DISTRICT

This Easement Encroachment Agreement made this _____day of _____, 2008, by and between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, acting pursuant to the Act of June 17, 1902 (32 Stat. 388), and all acts amendatory thereof or supplementary thereto, and WEST VALLEY CITY, hereinafter referred to as the Landowner and GRANGER-HUNTER IMPROVEMENT DISTRICT, hereinafter referred to as the Landowner's Permittee.

WITNESSETH THAT:

WHEREAS, the United States is the Grantee of that certain easement granted by Liljenquist Investment Company, which easement is recorded in the official records of Salt Lake County, State of Utah, hereinafter referred to as the Easement of the United States; and

WHEREAS, the Landowner's Permittee has requested permission of the Landowner to cross the Landowner's property in such a manner as to encroach upon the Easement of the United States in a manner more particularly specified hereinafter; and

WHEREAS, the United States is willing to agree to said encroachment, upon conditions more particularly specified hereinafter;

NOW, THEREFORE, the United States hereby agrees to encroachment upon the Easement of the United States by the Landowner's Permittee only to the extent and for the purposes set forth below:

> The Landowner's Permittee will install, operate, and maintain a 12-inch PVC culinary waterline over the Jordan Aqueduct, Reach 3, at approximate Station 1514+36, Section 20, Township 1 South, Range 1 West, Salt Lake Meridian as shown on Exhibits "B" through "E," attached hereto and by this reference made a part hereof. The Landowner's Permittee will maintain a minimum clearance of 3 feet from the top of the aqueduct to the bottom of the waterline.

1. The United States guidelines for agreeing to such encroachment upon the Easement of the United States are shown on Exhibit "A," attached hereto and by this reference made a part hereof.

2. The Landowner's Permittee or its Contractor shall perform all work within the encroachment area in accordance with the plans, drawings, guidelines, and maps attached hereto, and in a manner satisfactory to the United States, Jordan Valley Water Conservancy District, hereinafter called the District.

3. SEVERABILITY: Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

4. ILLEGAL USE: Any activity deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.

5. TERMINATION OF AGREEMENT: This agreement will terminate and all rights of the Landowner's Permittee hereunder will cease, and the Landowner will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

After failure of the Landowner's Permittee to observe any of the conditions of this agreement, and on the tenth day following service of written notice on the Landowner's Permittee of termination because of failure to observe such condition.

6. HOLD HARMLESS: The Landowner's Permittee hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Landowner's Permittee activities under this agreement.

(a) In consideration of the United States agreeing to encroachment upon the Easement of the United States by the Landowner, the Landowner's Permittee hereby agrees to indemnify and hold the United States and the District, their agents, employees, and assigns, harmless from any and all claims whatsoever for personal injuries or damages to property when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use or presence of the encroachment upon the Easement of the United States, regardless of the cause of said injuries or damages; provided, however, that nothing in this agreement shall be construed as releasing the United States or the District from responsibility for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.

(b) In consideration of the United States agreeing to the Landowner's Permittee encroaching upon the Easement of the United States, the Landowner's Permittee agrees that the United States shall not be responsible for any damage caused to facilities, equipment, structures, or other property

if damaged by reason of encroachment upon the Easement of the United States by the Landowner's Permittee. The Landowner's Permittee hereby releases the United States and the District, their officers, employees, agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever which may result to the Landowner from the construction, operation, and maintenance of Project works upon said lands; provided that nothing in this Agreement shall be construed as releasing the United States or the District from liability for their own negligence.

(c) If the maintenance or repair of any or all structures and facilities of the United States located on the easement area should be made more expensive by reason of the existence of the encroachment improvements or works of the Landowner or its Contractor will promptly pay to the United States or the Landowner's Permittee, their agents or assigns, responsible for operation and maintenance of said structures or facilities, the full amount of such additional expense upon receipt of an itemized bill.

7. PROTECTION OF UNITED STATES INTERESTS: The Landowner's Permittee shall comply with all applicable laws, ordinances, rules, and regulations enacted or promulgated by any Federal, state, or local governmental body having jurisdiction over the encroachment.

8. UNRESTRICTED ACCESS: The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever. Reclamation will make every reasonable effort to keep damages to a minimum.

9. COVENANT AGAINST CONTINGENT FEES: The Landowner's Permittee warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this agreement without liability or in its discretion to require Landowner to pay the full amount of such commission, percentage, brokerage, or contingent fee.

10. OFFICIALS NOT TO BENEFIT: No member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

11. SUCCESSORS IN INTEREST OBLIGATED: The provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto; provided, however, that no such heir, executor, administrator, personal representative, successor or assign of the Landowner's Permittee shall have the right to use, alter, or modify the encroachment in a manner which will increase the burden of the encroachment of the Easement of the United States.

12. This agreement makes no finding as to the right, title, or validity of the Landowner's Permittee or the encroaching interest, but merely defines the conditions under which the encroachment will not be deemed unreasonable by the United States.

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

UNITED STATES OF AMERICA

By: _____
Bruce C. Barrett
Manager, Provo Area Office

LANDOWNER
WEST VALLEY CITY

By: _____
Title:

LANDOWNER'S PERMITTEE
GRANGER-HUNTER
IMPROVEMENT DISTRICT

By: General Manager
Title:

CONCUR:

JORDAN VALLEY WATER CONSERVANCY DISTRICT

By: _____
Title:

APPROVED AS TO FORM
West Valley City Attorney's Office
By: _____
Date: 12-10-05

ACKNOWLEDGMENT OF THE UNITED STATES

State of UT)
) ss.
County of UT)

On this _____ day of _____, 2008, personally appeared before me _____, known to me to be the _____ of the Provo Area Office, Bureau of Reclamation, Upper Colorado Region, United States Department of Interior, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of the United States of America pursuant to authority delegated to him.

(NOTARY SEAL) _____
Notary Public

ACKNOWLEDGMENT OF GRANGER-HUNTER IMPROVEMENT DISTRICT

State of)
) ss.
County of)

On this 5th day of November, 2008, personally appeared before me F. David Warr, to be known to be the General Manager of Granger-Hunter Improvement District, the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of Granger-Hunter Improvement District, pursuant to authority delegated to him/her.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC
H. LOUIS FUELL
2888 South 3600 West
West Valley City, UT 84119
COMMISSION EXPIRES
January 10, 2011
STATE OF UTAH

(NOTARY SEAL) H. L. Fuell
Notary Public

ACKNOWLEDGMENT OF WEST VALLEY CITY

State of)
) ss.
County of)

On this _____ day of _____, 2008, personally appeared before me _____, to be known to be the _____ of West Valley City, the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of West Valley City, pursuant to authority delegated to him/her.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(NOTARY SEAL) _____
Notary Public

ACKNOWLEDGMENT OF JORDAN VALLEY WATER CONSERVANCY DISTRICT

State of UT)
) ss.
County of SL)

On this _____ day of _____, 2008, personally appeared before me _____, to be known to be the _____ of Jordan Valley Water Conservancy District, the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of Jordan Valley Water Conservancy District, pursuant to authority delegated to him/her

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(NOTARY SEAL) _____
Notary Public

EXHIBIT "A"

ENCROACHMENT GUIDELINES FOR
JORDAN AQUEDUCT, REACH 3

PROTECTION CRITERIA

A. Surface structures that generally will be allowed to be constructed within United States rights-of-way include asphalt roadways, with no utilities within roadway, non reinforced parking lots, curbs, gutters and sidewalks, walkways, driveways. However, where United States system pipe has specific maximum and minimum cover designation the special requirements for roadways, parking lots and driveways crossing over the pipe shall be obtained from the United States for the maximum allowable external loading or minimum cover. **HOWEVER, IT IS UNDERSTOOD THAT ALL SURFACE STRUCTURES SHALL BE ANALYZED AND CONSIDERED ON AN INDIVIDUAL BASIS.**

B. Structures that may not be constructed in, on, or along United States rights-of-way include but are not limited to, permanent structures such as fences, retaining walls, block walls, buildings, garages, decks, carports, trailers, and swimming pools as designated by the United States.

C. No trees or vines will be allowed within the rights-of-way of the United States.

D. All temporary or permanent changes in ground surfaces within United States rights-of-way are to be considered to be encroaching structures and must be handled as such. Earthfills and cuts on adjacent property shall not encroach onto United States rights-of-way without prior approval by the United States.

E. Existing gravity drainage of the United States rights-of-way must be maintained. No new concentration of surface or subsurface drainage may be directed onto or under the United States rights-of-way without adequate provision for removal of drainage water or adequate protection of the United States rights-of-way.

F. Prior to construction of any structure that encroaches within United States rights-of-way, an excavation must be made to determine the location of existing United States facilities. The excavation must be made by or in the presence of water users or the United States.

G. Any contractor or individual constructing improvements in, on, or along United States rights-of-way must limit his construction to the encroaching structure previously approved and construct the improvements strictly in accordance with plans or specifications.

H. The ground surfaces within United States rights-of-way must be restored to a condition equal to that which existed before the encroachment work began or as shown on the approved plans or specifications.

I. The owner of newly constructed facilities that encroach on United States rights-of-way shall notify the United States and/or the District upon completion of construction and shall provide the District with one copy and the United States with two copies of as-built drawings showing actual improvements in, on, or along the rights-of-way.

J. Except in case of ordinary maintenance and emergency repairs, an owner of encroaching facilities shall give the District at least 10 days notice in writing before entering upon United States rights-of-way for the purpose of reconstructing, repairing, or removing the encroaching structure or performing any work on or in connection with the operation of the encroaching structure.

K. If unusual conditions are proposed for the encroaching structure or unusual field conditions within United States rights-of-way are encountered, the United States reserves the right to impose more stringent criteria than those prescribed herein.

L. All backfill material within United States rights-of-way shall be compacted to 90 percent of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within 6 inches of the projects works whenever possible. In no case will mechanical compaction using heavy equipment be allowed over the project works or within 18 inches horizontally of the projects works.

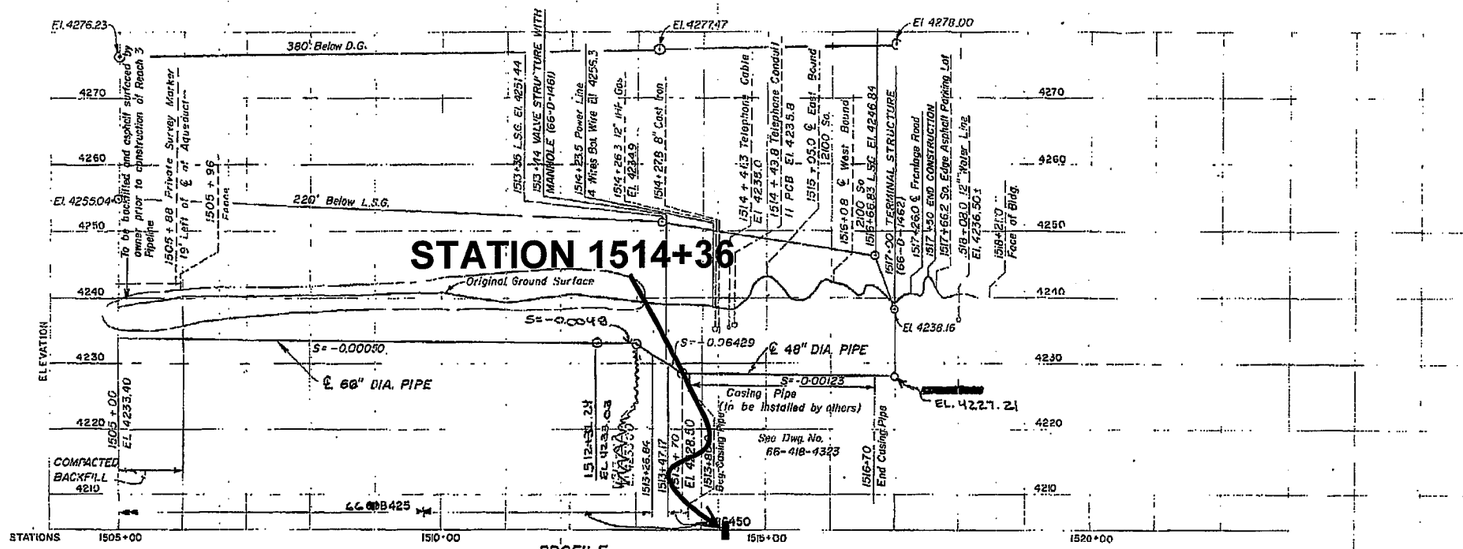
M. That the backfilling of any excavation or around any structure within the United States rights-of-way shall be compacted in layers not exceeding 6 inches thick to the following requirements: (1) cohesive soils to 90 percent maximum density specified by ASTM Part 19, D-698, method A; (2) noncohesive soils to 70 percent relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.

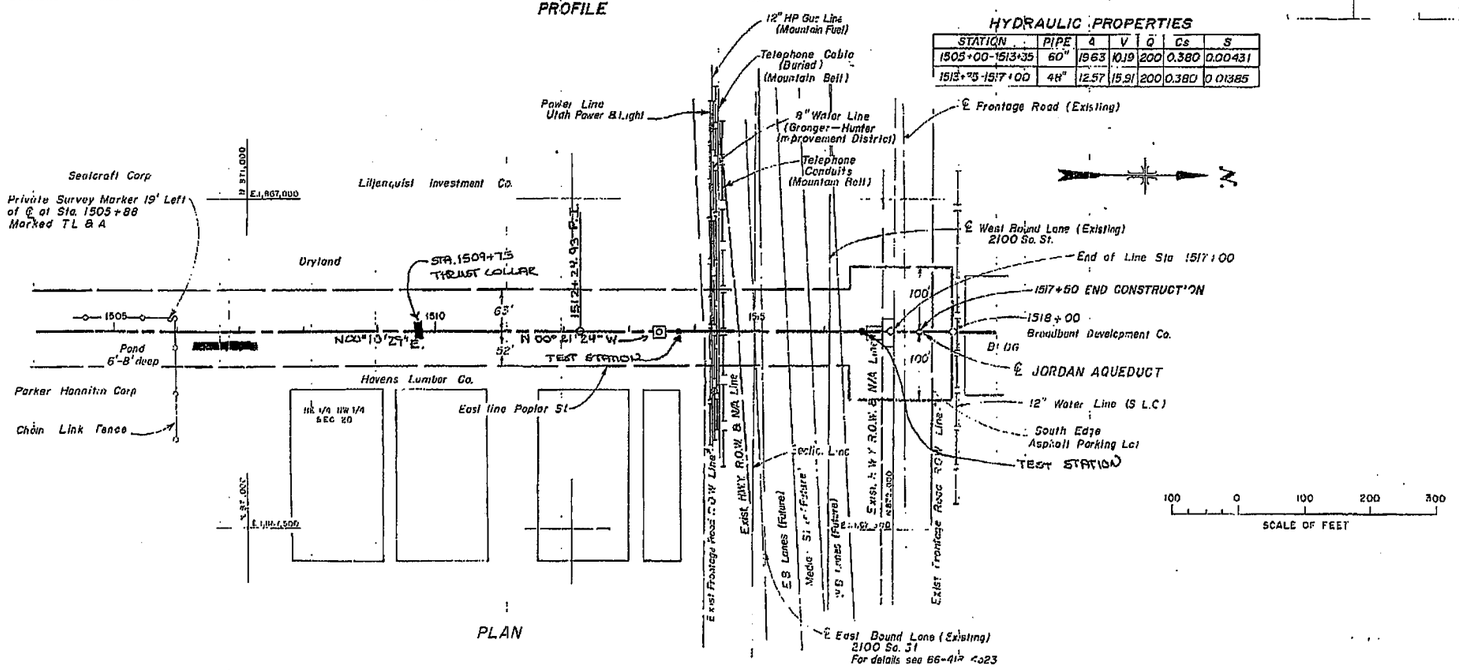
N. Any nonmetallic encroaching structure below ground level shall be accompanied with a metallic strip within the United States rights-of-way.

O. Owners of encroaching facilities shall notify the United States at (801) 379-1000 and/or the District at (801) 565-8903 at least forty-eight (48) hours in advance of commencing construction to permit inspection by the United States and/or the District.

P. No use of United States lands or rights-of-way shall be permitted that involve the storage of hazardous material.

09-LM-41-0080





HYDRAULIC PROPERTIES

STATION	PIPE	A	V	Q	Cs	S
1505+00-1513+35	60"	19.63	10.19	200	0.380	0.00431
1513+75-1517+00	48"	12.57	15.91	200	0.380	0.01385

GENERAL NOTES

Location stationing is based on horizontal measurements of all distances and on true length of curves.
Stations, elevations, and radii refer to ℄ of pipe.
Stations and grades may be adjusted if required to meet field conditions relative to laying lengths of pipe and minimum backfill requirements.
R.V.C. indicates radius of vertical curve.
Backfill pipe trench to natural ground, except as noted.
Minimum pipe cover shall be 3 feet, except when crossing under waterways the minimum pipe cover shall be 4 feet.
See also pipe cover detail, 66-D-1500.
For explanation of symbols, see 66-418-4272.

NOTE: TEST STATIONS NOT ON TENTER BLDG.

SUPERSEDED BY 66-D-2564

8-12-80 D-R.A.P.	REVISED NOTE AND ORIGINAL GROUND SURFACE.

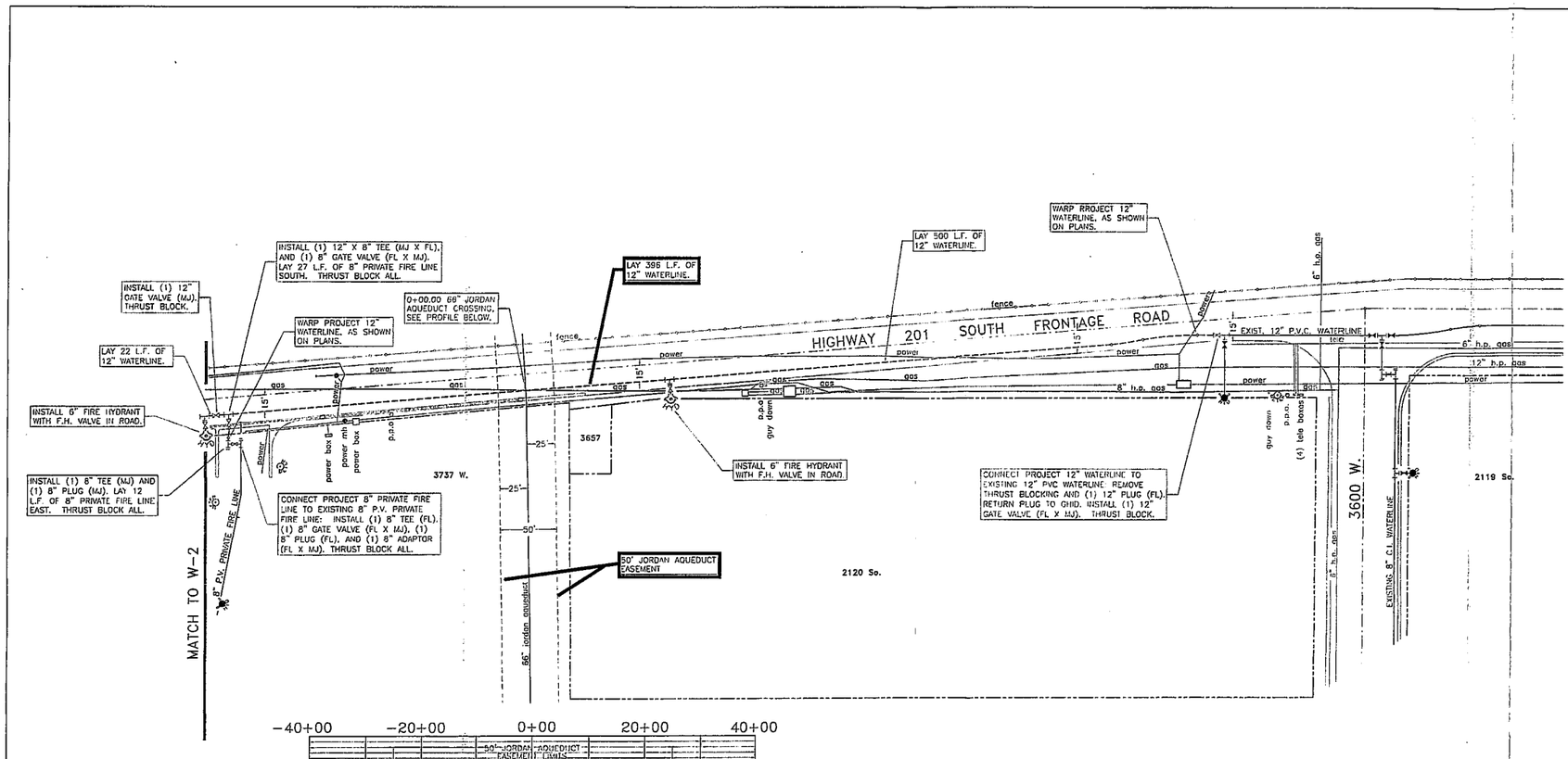
ALWAYS THINK SAFETY

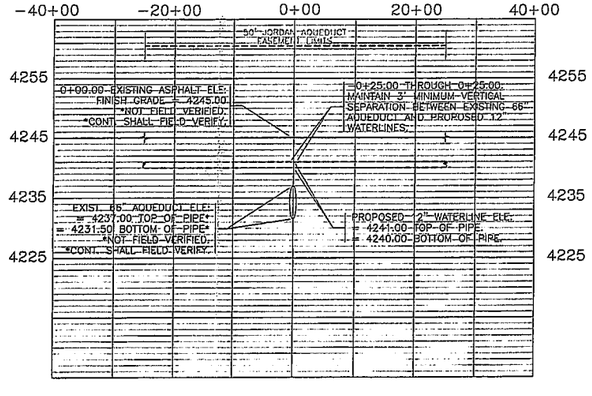
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL UTAH PROJECT
BONNEVILLE UNIT - UTAH

JORDAN AQUEDUCT-REACH 3
STATION 1505+00 TO STATION 1518+00
PLAN AND PROFILE

DESIGNED Christensen TECHNICAL APPROVAL C. R. Hirst
DRAWN SUBMITTED K. Ferrebee
CHECKED APPROVED W. C. Hassler
SALT LAKE WATER CONSERVANCY DIST.
BRIGHAM, UTAH SCALE: 1" = 20' AUG 10, 1979 66-418-3194

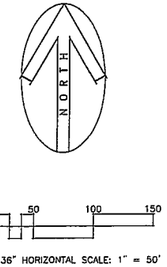
EXHIBIT B





66" JORDAN AQUEDUCT CROSSING PROFILE

24" X 36" VERTICAL SCALE: 1" = 10'
11" X 17" VERTICAL SCALE: 1" = 20'



24" X 36" HORIZONTAL SCALE: 1" = 50'
11" X 17" HORIZONTAL SCALE: 1" = 100'

12" C-900 PVC WATERLINE INSTALLATION
2100 S FRONTAGE RD FROM 3600 W PRESIDENTS DR

WATER DISTRIBUTION SYSTEM

West Valley City, Salt Lake County, Utah
A Part of the Northwest Quarter of Section 20, T1S, R1W, SLBM

GRANGER-HUNTER IMPROVEMENT DISTRICT
2868 South 3600 West ~ West Valley City, Utah 84119
MAILING ADDRESS
P.O. Box 701110 ~ West Valley City, Utah 84170-1110
Phone: (801) 968-3551 Fax: (801) 932-2072 E-Mail: www.ghid.org

REV.	DATE	DESCRIPTION	MAR.
		ADDED AQUEDUCT PROFILE	9-29-08

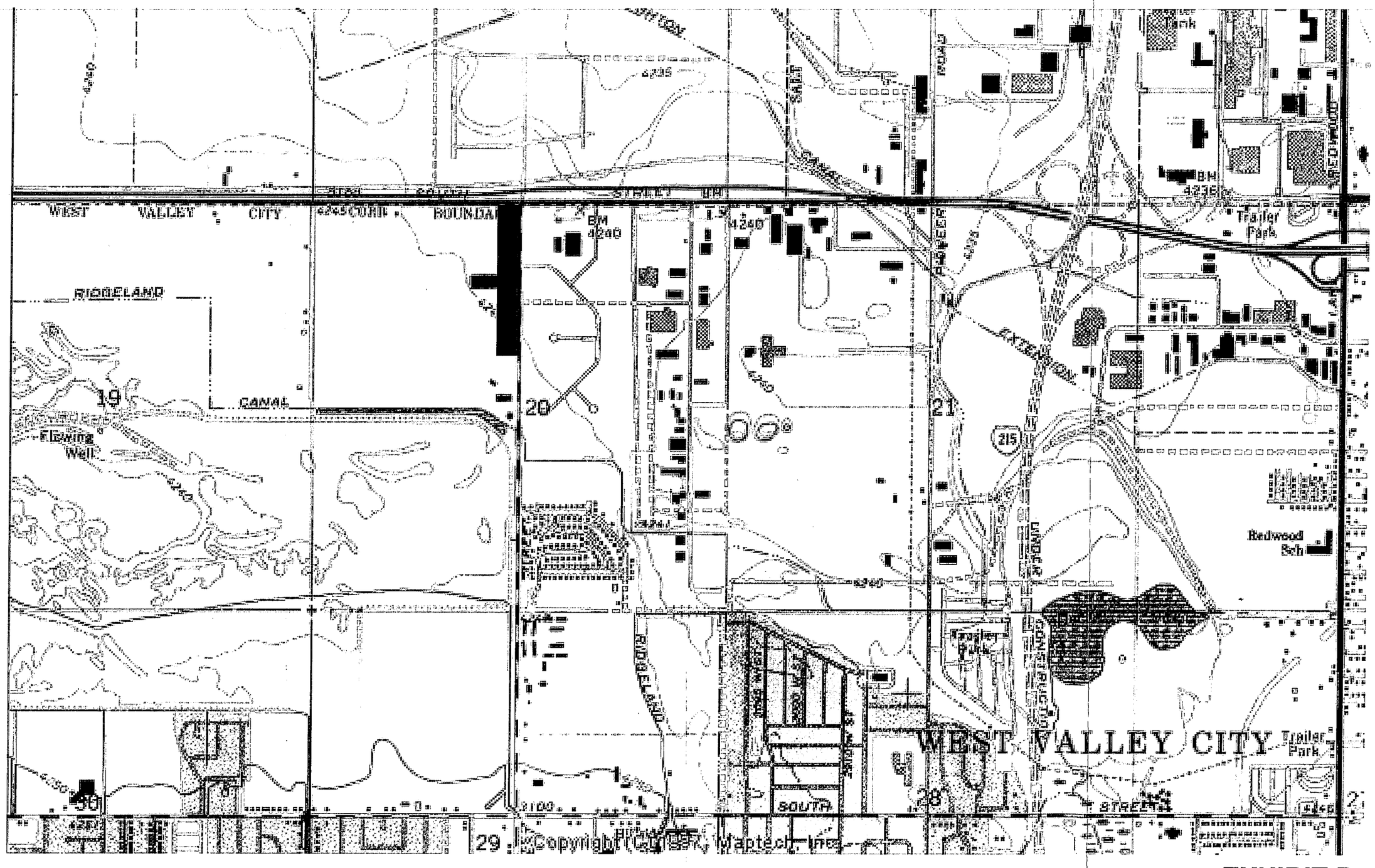
Designed By: BJJ Checked By: MR Approved By: BRP

PROFESSIONAL ENGINEER
No. 169106
BRADLEY R. PAXMAN
STATE OF UTAH

SHEET NO.
W - 1
Sheet 1 of 3
2100_so_08_w_1

EXHIBIT C

09-LM-41-0080



Township 1 South Range 1 West Section 20

EXHIBIT D