

WHEN RECORDED MAIL TO:
Jordan Valley Water Conservancy District
Attn: Property Manager
8215 South 1300 West
West Jordan, Utah 84088
Parcel No. UTSL-0719, 0720, 0736, 0755
File No. 20146, 20146-A, 39684, 39685, 45364

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11/03/2014 01:04 PM \$0.00
Book - 10272 Pg - 1959-1970
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
JORDAN VALLEY WATER
CONSERVANCY DISTRICT
8215 S 1300 W
WEST JORDAN UT 84088
BY: JNP, DEPUTY - MA 12 P.

[PARCEL ID #33-15-400-008
33-15-400-028
33-15-251-004
33-15-251-005
33-10-476-004]

PIPELINE AGREEMENT

This Agreement is made between PacifiCorp, an Oregon corporation qualified to do business and doing business in the State of Utah as Rocky Mountain Power, successor in interest to Utah Power & Light Company ("Grantor"), and the Jordan Valley Water Conservancy District, a water conservancy district organized under the laws of the State of Utah ("Grantee").

RECITALS:

A. Grantee is authorized by law to obtain easements and right-of-ways and to construct water works facilities and pipelines within them;

B. Grantee intends, and is limited, to install one (1) water pipeline with associated air vents, water vents, valves, and water system equipment and facilities (collectively referred to as "Pipelines") within the lands of Grantor; and,

C. Grantee desires to obtain from Grantor and Grantor is willing to grant to Grantee a perpetual, non-exclusive underground Pipelines easement together with a

JVWCD NO. CPP-3860:23:E
PIPELINE AGREEMENT_RMP_K1732_JTC (FINAL).DOC

right-of-way in, on, over, under, across and through the lands of Grantor, all subject to the terms and conditions set forth in this Agreement.

TERMS:

The parties agree as follows:

1. Grantor hereby grants to Grantee a non-exclusive, permanent easement in and under the lands of Grantor for the conveyance of water through the Pipelines to and from adjacent property and for the construction, installation, operation, maintenance, repair, inspection, removal and replacement of such Pipelines to and from adjacent property. The exact location of the easement is described in attached Exhibit 1 and is referred to as the "Easement Property". The Pipelines, and all improvements of Grantee related thereto, shall be constructed and installed underground, except as otherwise provided in this Agreement or as approved by Grantor, which approval shall not be unreasonably withheld.

2. Grantor hereby grants to Grantee a non-exclusive, permanent right-of-way in, on, over, across and through the Easement Property if needed for vehicular and pedestrian access, ingress and egress to and from adjacent property. The description of the right-of-way is identical to the description of the Easement Property in attached Exhibit 1.

3. Grantee may place in the Easement Property such air vents, water vents, valves and other structures it deems reasonably necessary for the normal operation and maintenance of the Pipelines; provided all other improvements related thereto shall be underground, except as otherwise provided in this Agreement or as approved by Grantor, which approval shall not be unreasonably withheld.

4. During initial construction and installation of the Pipelines, Grantee shall segregate all top soil material from other landfill material removed or disturbed in the construction area. Within fifteen (15) days from the date of completion of Grantee's successful, final testing of the Pipelines, Grantee, at its sole expense, shall refill all excavations made by Grantee and otherwise restore the land as near as reasonably possible to its pre-construction condition.

5. Any and all damage caused by Grantee to Grantor's land resulting from the reconstruction, operation, repair, replacement and maintenance of Grantee's Pipelines shall be repaired as near as reasonably possible to its pre-construction condition.

6. Grantee shall be required, at its sole expense, to repair and/or replace, as near as reasonably possible to its pre-construction condition, any and all fencing and other improvements belonging to Grantor which are damaged as a result of construction, installation, maintenance, and/or repair of Grantee's Pipelines. All such work shall be completed by Grantee within fifteen (15) days from the date of completion of the applicable Grantee work.

7. If Grantee fails, within the applicable time period, to perform any of the restoration work related to the Grantor's property as described in paragraphs 4, 5, and 6 above (or any other applicable paragraph of this Agreement), then Grantor may perform the restoration work at Grantee's expense.

8. Notwithstanding any language to the contrary, Grantor hereby retains the right to occupy, use, and enjoy any and all portions of the Easement Property (including, without limitation, the surface of the Easement Property); provided such occupancy, use, and enjoyment do not unreasonably interfere with the Pipelines and Grantee's

rights herein. Without limiting the generality of the foregoing, Grantor expressly reserves the right to use the Easement Property for its own business purposes, including the right to cross and re-cross the Easement Property with equipment, personnel, overhead or underground power lines, and access roads at any location or locations and to grant or convey additional uses of the Easement Property to others; provided, however, that Grantor shall not allow any third party use of the easement within twenty (20) feet on either side of the center line of the Pipelines for underground and overhead utilities without prior notice to and approval of Grantee, which approval shall not be unreasonably withheld, conditioned or delayed. Grantee will provide adequate protection for the Pipelines for such additional uses by others.

9. Grantee has tendered to Grantor consideration for this Agreement, the receipt and sufficiency of which are hereby acknowledged by Grantor.

10. Grantee, and its successors and assigns, shall not use or permit to be used on the Easement Property construction cranes or other equipment that violate OSHA, NESC, or the Utah High Voltage Act Safety Clearance standards. Grantee will not store materials within the Easement Property, except those materials incident to the construction, installation, repair renewal, or replacement of the Pipelines, without Grantor's prior written approval, which approval shall not be unreasonably withheld. Grantee shall not excavate within 25 feet of Grantor's transmission structures without the express written prior approval from Grantor. The storage of flammable and hazardous materials or refueling of vehicles/equipment is prohibited within the Easement Property. At no time shall Grantee place within the Easement Property any equipment or materials of any kind that exceeds fifteen (15) feet in height, or that creates a material risk of endangering Grantor's facilities, or that may pose a risk to

human safety. Grantee's use of the Easement Property shall comply with OSHA, NESC, Utah High Voltage Act Safety Clearance Standards, and any and all other applicable federal, state, and local laws, rules, regulations and codes. All changes to existing grade, including excavation, must be approved in advance by Grantor.

11. Grantor's maintenance and future construction of power lines and other facilities require the use and operation of equipment weighing 50 tons (including wire pullers and similar equipment weighing in excess of 100,000 pounds and cranes weighing 130,000 pounds) within the Easement Property above and over the Pipelines. Grantee agrees to bury the Pipelines to a depth that warrants and represents to Grantor that such depth is reasonably sufficient to protect the Pipelines from Grantor's use of equipment with weights identified above.

12. In the event the Pipelines interferes with Grantor's use of the Easement or Grantor's Land, Grantee shall relocate the Pipelines to a location mutually agreeable to Grantor and Grantee, all at Grantee's sole cost and expense. Such relocation shall be completed within a reasonable time after notice by Grantor.

13. Grantee assumes any and all risks in the use of the Easement Property and agrees to release, indemnify, and hold Grantor, its officers, directors, employees, subsidiaries, and agents harmless against any and all claims, suits, loss, costs, liens, demands, damages, liability, expense, and causes of action of any kind, including the amount of any judgment, penalty, interest, court cost, or legal fee incurred by one or any of them, in the defense of same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries, death, or damages to property, violations of environmental laws and regulations, and all other claims or demands of every character arising directly or as a direct result of Grantee's

use of, or its activities on, the Easement Property. This paragraph shall survive the termination of this Agreement.

14. If any suit or action arising out of or related to this Easement is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including without limitation, any post-trial or appellate proceedings, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

15. If Grantee ceases to use the Easement Property for a period of one year after the initial installation of the Pipelines, this Easement shall terminate thirty (30) days thereafter. Upon termination, Grantee shall remove its Pipelines and restore the land to its condition prior to Grantee's entry thereon; or, with Grantor's prior written permission, leave all or a portion of its Pipelines in place and relinquish all right, title, and interest to the Pipelines to Grantor.

16. Grantee shall pay all taxes and assessments of any kind which shall be levied against the Easement Property by reason of Grantee's use or occupancy thereof, except those being contested in good faith, and shall keep the Easement Property free from any liens that may attach thereto by reason of Grantee's use or occupancy thereof.

17. Grantee may assign this Agreement, any of its rights under this Agreement, and the right-of-way and/or easements granted it by this Agreement.

18. Grantee accepts the Easement Property in its "AS IS", "WHERE IS" condition, "WITH ALL FAULTS". Grantor does not provide any warranties, guaranties or representations of any kind with respect to the Easement Property. Without limiting the

generality of the foregoing, Grantor hereby disclaims (and Grantee hereby acknowledges and agrees to such disclaimer) any warranties, guaranties or representations relating to the physical condition of the Easement Property, the condition of the title in and to the Easement Property, any adverse environmental conditions in, on, under, or around the Easement Property, and any warranty of fitness of the Easement Property for a particular purpose.

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

20. All of the grants, covenants, terms, provisions and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.

21. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations or agreements of the parties regarding the subject matter in this document.

22. Each individual executing this Agreement does thereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she signs.

23. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

24. In the event of any dispute arising under this Agreement, the parties shall first attempt to resolve the matter through direct negotiation between the representatives of the parties. If the representatives are unable to resolve the issue within ten (10) days after presentation of the dispute, then each of the parties agrees to

non-binding arbitration. Such arbitration shall be in accordance with the rules and procedures of the American Arbitration Association (AAA). Notwithstanding any AAA rules and procedures or any other provisions or any state or federal laws, the parties agree that the arbitrators shall not consider or award punitive damages as a remedy. Upon the request of either party, AAA shall provide the parties a list of arbitrators each of whom has experience and expertise with respect to construction. Upon each of the party's receipt of such list, each party shall have ten (10) days to select an arbitrator. The two selected arbitrators shall then select a third arbitrator within thirty (30) days from the date the initial two arbitrators were selected and the matter subject to arbitration shall be arbitrated within sixty (60) days after the selection of the third arbitrator. If the parties cannot reach a mutually satisfactory resolution to their dispute through arbitration, any party may initiate legal proceedings in a court of competent jurisdiction, provided however, that the court shall not consider or award punitive damages as a remedy.

25. Any party may record this Agreement.

"Grantor":

PacifiCorp, an Oregon corporation qualified to do business and doing business in the State of Utah as Rocky Mountain Power, successor in interest to Utah Power & Light Company

Dated: 10-20-14


By: 

Its: VP-Engineering

"Grantee":

Jordan Valley Water Conservancy District

Dated: 10/29/2014

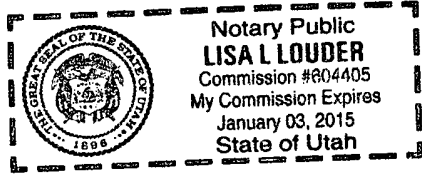
By: 

Its: **General Manager/CEO**

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

The foregoing instrument was acknowledged before me this 20th day of October, 2014, by Douglas N Bennion as VP Engineering of PacifiCorp, an Oregon corporation qualified to do business and doing business in the State of Utah as Rocky Mountain Power, successor in interest to Utah Power & Light Company.

Commission expires: 1.3.2015

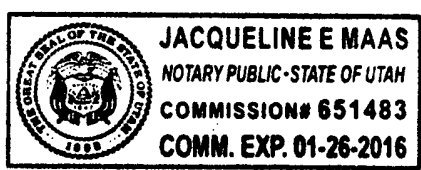


Lisa Louder
NOTARY PUBLIC
Residing in St. Utah

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

The foregoing instrument was acknowledged before me this 29th day of October, 2014, by Richard P. Bay as General Manager of the Jordan Valley Water Conservancy District.

Commission expires: 1-26-2016



Jacqueline E. Maas
NOTARY PUBLIC
Residing in Murray, UT

EXHIBIT 1

DESCRIPTION OF THE EASEMENT PROPERTY

Serial ID: 33-15-400-028 & 008

Parcel No: CPP-3860:23:E

A 50-foot wide easement being part of an entire tract located in Government Lots 6 and 7, being part of the South Half of the Southeast Quarter of Section 15, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said entire tract being described in those certain Warranty Deeds recorded in Book 402 at Pages 216 and 217 as Entry Numbers 987517 and 987518, described as follows:

Beginning at a point on the centerline of said 50-foot strip which is South 89°59'42" East 1,187.00 feet from the South Quarter Corner of Section 15, Township 4 South, Range 1 West, Salt Lake Base and Meridian said corner being marked by a 1947 GLO brass cap in concrete located North 89°59'42" West 2647.87 feet from a Salt Lake County brass cap marking the southeast corner of said Section 15, and running thence North 89°59'42" West 25.23 feet; thence 25 feet perpendicularly distant westerly from said centerline and parallel therewith the following nine (9) courses: 1) North 07°45'49" East 621.79 feet; 2) northerly 108.03 feet along a 375.00-foot radius curve to the left through a central angle of 16°30'20" and a long chord of North 00°29'21" West 107.66 feet; 3) North 08°44'31" West 623.93 feet; 4) northerly 109.99 feet along a 165.00-foot radius curve to the right through a central angle of 38°11'34" and a long chord of North 10°21'16" East 107.96 feet; 5) North 29°27'03" East 75.63 feet; 6) northerly 67.83 feet along a 175.00-foot radius curve to the left through a central angle of 22°12'34" and a long chord of North 18°20'46" East 67.41 feet; 7) North 07°14'30" East 97.55 feet; 8) northeasterly 127.06 feet along a 225.00-foot radius curve to the right through a central angle of 32°21'21" and a long chord of North 23°25'11" East 125.38 feet; and 9) North 39°35'51" East 174.92 feet to the north line of said entire tract; thence along said north line North 89°59'09" East 32.45 feet to the centerline of said 50-foot strip; thence continuing along said north line North 89°59'09" East 30.00 feet to the westerly right of way of the South Jordan Canal; thence along said westerly right of way southerly 4.33 feet along a 474.50-foot radius non-tangent curve to the left through a central angle of 00°31'22" and a long chord of South 20°17'02" West 4.33 feet; thence 25 feet perpendicularly easterly from the centerline of said 50-foot strip the following ten (10) courses: 1) southwesterly 14.34 feet along a 225.00-foot radius non-tangent curve to the right through a central angle of 03°39'06" and a long chord of South 37°46'18" West 14.34 feet; 2) South 39°35'51" West 196.32 feet; 3) southwesterly 98.83 feet along a 175.00-foot radius curve to the left through a central angle of 32°21'21" and a long chord of South 23°25'11" West 97.52 feet; 4) South 07°14'30" West 97.55 feet; 5) southerly 87.22 feet along a 225.00-foot radius curve to the right through a central angle of 22°12'34" and a long chord of South 18°20'47" West 86.67 feet; 6) South 29°27'03" West 75.63 feet; 7) southerly 76.66 feet along a 115.00-foot radius curve to the left through a central angle of 38°11'34" and a long chord of South 10°21'16" West 75.25 feet; 8) South 08°44'31" East 623.93 feet; 9) southerly 122.43 feet along a 425.00-foot radius curve to the right through a central angle of 16°30'20" and a long chord of South

radius curve to the right through a central angle of 16°30'20" and a long chord of South 00°29'21" East 122.01 feet; and 10) South 07°45'49" West 614.97 feet to the south line of said entire tract; thence along said south line North 89°59'42" West 25.23 feet to the POINT OF BEGINNING.

Containing 100,496 square feet or 2.307 acres.

Together with:

Serial ID: 33-15-251-004, 33-15-251-005, 33-10-476-004,
Parcel No: CPP-3860:23:2E

A 50-foot wide easement being part of an entire tract located in Government Lot 7, Section 10 and Government Lot 2, Section 15, being part of the South Half of the Southeast Quarter of Section 10, and the North Half of the Northeast Quarter of Section 15, all in Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said easement being described as follows:

COMMENCING at the Northeast Corner of Section 15, Township 4 South, Range 1 West, Salt Lake Base and Meridian said corner being marked by a 1961 Salt Lake County brass cap in concrete located North 89°23'16" East 2627.55 feet from a Salt Lake County copper rivet in a sandstone marking the north quarter corner of said Section 15, thence South 89°23'16" West 958.22 feet; thence along the centerline of a proposed water pipeline South 02°08'52" East 0.74 feet to the POINT OF BEGINNING; thence North 29°16'09" East 47.96 feet along the westerly boundary of said entire tract; thence 25 feet perpendicularly distant easterly and parallel with said centerline South 02°08'52" East 353.03 feet; thence along the easterly boundary of said entire tract South 29°16'09" West 39.60 feet; thence along the northerly right of way of Iron Horse Boulevard North 41°43'13" West 46.09 feet; thence 25 feet perpendicularly distant westerly and parallel with said centerline North 02°08'52" West 269.44 feet to a point on the westerly boundary of said entire tract being South 29°16'09" West 7.63 feet from the eastern-most corner of Open Space 2G of the Parry Farms Subdivision, Phase II, recorded in Book 2006P at Page 182 as Entry Number 9773099; thence along the westerly boundary of said entire tract North 29°16'09" East 47.96 feet (North 29°17'00" East by Plat) to the POINT OF BEGINNING.

Containing 16,426 square feet or 0.377 acres.