

9639659

WHEN RECORDED MAIL TO:

Jordan Valley Water
Conservancy District
Attn: Lorrie Fox
8215 South 1300 West
P. O. Box 70
West Jordan, UT 84088-0070

9639659
2/16/2006 12:16:00 PM \$25.00
Book - 9256 Pg - 2393-2400
Gary W. Ott
Recorder, Salt Lake County, UT
MERRILL TITLE
BY: eCASH, DEPUTY - EF 8 P.

PARCEL ID #26-09-300-001
#26-10-300-001

ACCESS AGREEMENT

This Agreement is made between the Jordan Valley Water Conservancy District, a water conservancy district organized under the laws of the State of Utah ("Grantor"), and The R. Lamar & Vicky R. Jones Revocable Living Trust, Dated April 17, 2000 (referred to as "Grantee").

RECITALS:

- A. Grantor acquired from Grantee the real property (the "Property") described on attached Exhibit 1;
- B. Grantor intends to install water pipeline(s) and associated water system equipment and facilities within the Property; and,

C. Grantee desires to obtain from Grantor, and Grantor is willing to grant, a temporary, non-exclusive access right-of-way on, over, across, and through the Property, consistent with the terms set forth in this Agreement, to allow Grantee to access its adjoining lands in order to farm those lands.

TERMS:

The parties agree as follows:

1. (a) Grantor grants to Grantee a temporary, non-exclusive right-of-way on, over, across, and through all portions of the Property for vehicular and pedestrian access, ingress, and egress to and from adjacent property, solely for Grantee's use in order to farm Grantee's adjacent real property. The description of the right-of-way ("Right-of-Way") is identical to the description of the Property in attached Exhibit 1.

(b) Grantee understands and acknowledges that Grantor will be excavating and constructing within the Property and the Right-of-Way an underground pipeline and related underground and above-ground facilities (collectively referred to as the "Pipelines"). Grantee's use of the Right-of-Way shall at all times be subordinate to the excavation, construction, installation, operation, maintenance, repair, inspection, removal, and replacement of Grantor's Pipelines. Grantee's use of the Right-of-Way shall not interfere with Grantor's use of the Property.

2. (a) The temporary, non-exclusive Right-of-Way shall expire without further notice upon the first to occur of the following: (i) development of Grantee's adjacent real property, such that the real property is no longer used by Grantee for farming

or agricultural operations; or, (ii) Grantee does not use the Right-of-Way for any continuous twenty-four (24) month period; or, (iii) December 31, 2055.

(b) The term of the temporary, non-exclusive Right-of-Way may be extended as the parties mutually agree in writing.

3. Any damage caused by Grantee to Grantor's Property resulting from Grantee's use of the Right-of-Way shall be repaired by Grantee, at its expense, as near as reasonably possible to its prior condition.

4. Grantee shall pay Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to Grantor as consideration for this Agreement, the receipt and sufficiency of which are hereby acknowledged by Grantor.

5. Grantee shall not build, install, allow, or otherwise place upon the Property and/or the Right-of-Way any structure or object; shall not remove cover or materials from, or place fill or materials within, the Property and/or the Right-of-Way; shall not cross or cover the Property and/or the Right-of-Way with any sort of improvements; and, shall not grant any additional right-of-way or easement within the Property and/or Right-of-Way.

6. Either party may assign this Agreement.

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

8. 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.

9. 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.

10. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities shown.

11. 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.

12. Any party may record this Agreement.

"Grantor":

JORDAN VALLEY WATER
CONSERVANCY DISTRICT

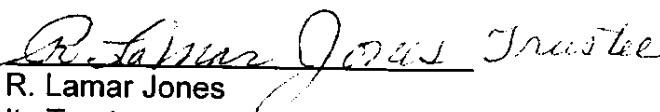
Dated: 2-14-06

By: 
Dale F. Gardiner
Its Chair


"Grantee":

THE R. LAMAR & VICKY R. JONES
REVOCABLE LIVING TRUST, DATED
APRIL 17, 2000

Dated: 2-10-06

By: 
R. Lamar Jones
Its Trustee

Dated: 2-10-06

By: 
Vicky R. Jones
Its Trustee

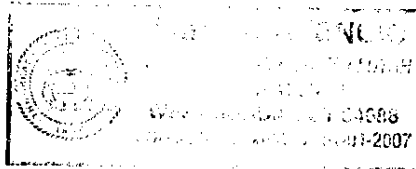
STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 14 day of February, 2006, by Dale F. Gardiner as Chair of the Jordan Valley Water Conservancy District.

Commission expires: 01-01-07

Mal D. Harris
NOTARY PUBLIC
Residing in Salt Lake County

STATE OF OREGON)
 :ss.
COUNTY OF UMATILLA)



The foregoing instrument was acknowledged before me this 10th day of February, 2006, by R. Lamar Jones, as Trustee of The R. Lamar & Vicky R. Jones Revocable Living Trust, Dated April 17, 2000.

Commission expires: 8-5-09

Klynn R. Myers
NOTARY PUBLIC
Residing in Pendleton

STATE OF OREGON)
 :ss.
COUNTY OF UMATILLA)



The foregoing instrument was acknowledged before me this 10th day of February, 2006, by Vicky R. Jones, as Trustee of The R. Lamar & Vicky R. Jones Revocable Living Trust, Dated April 17, 2000.

Commission expires: 8-5-09

Klynn R. Myers
NOTARY PUBLIC
Residing in Pendleton

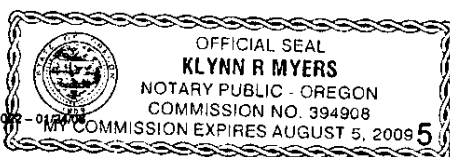


EXHIBIT 1
DESCRIPTION OF THE PROPERTY

RBB

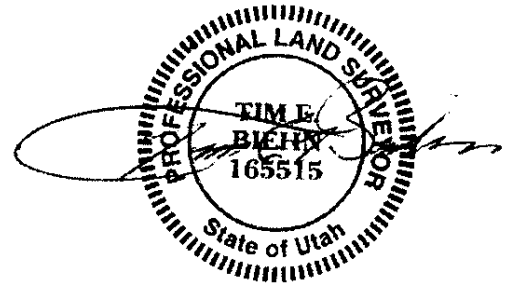
ROBINSON, BIEHN & BIEHN, INC.

Professional Land Surveyors
5330 South 900 East, Suite 120
Salt Lake City, Utah 84117-7261
(801) 266-1118 • (801) 262-5814 Fax

Lee E. Robinson, PLS
Ted M. Biehn, PLS
Tim E. Biehn, PLS

January 12, 2006

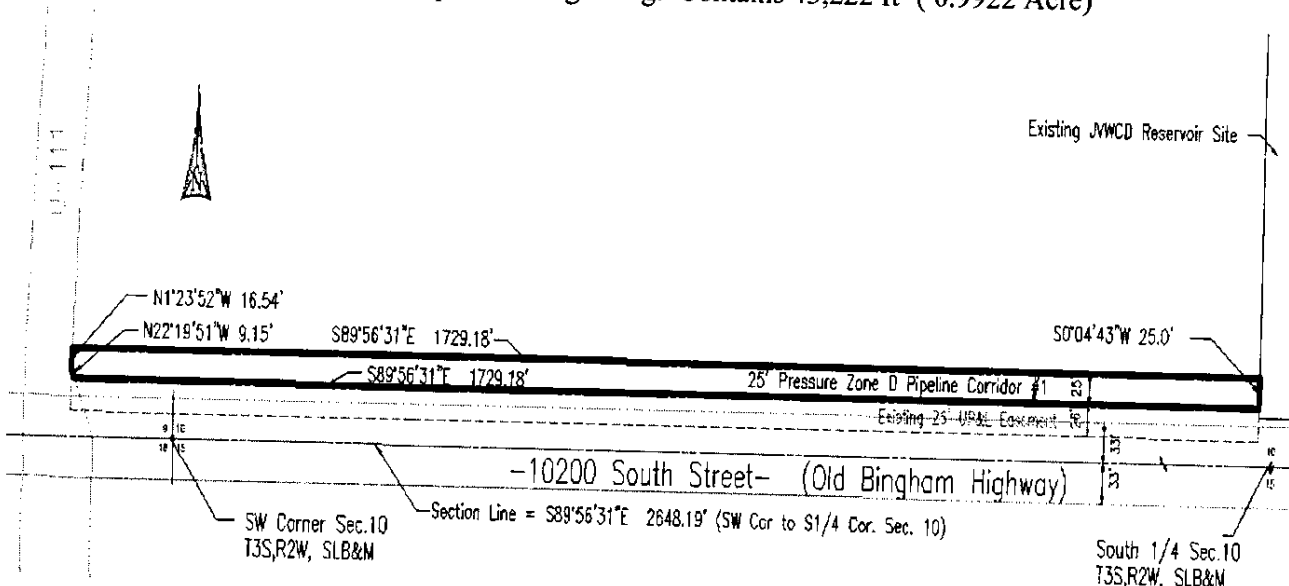
Project: Pressure Zone D Pipeline (10200 South)
Pipeline Corridor (Fee) #1 (East)



Pipeline Corridor (fee) #1: (East of U-111)

A 25 foot wide strip of land for a waterline corridor, said strip of land is located in the Southwest Quarter of Section 10 and the Southeast Quarter of Section 9, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, and being more particularly described as follows

Beginning at a point on the West property line of the Jordan Valley Water Conservancy District reservoir site property and the North line of an existing Utah Power & Light easement, said point being North 47.00 feet and N89°56'31"W 1027.56 feet from a brass cap monument at the South Quarter corner of said Section 10, said brass cap monument bears S89°56'31"E 2648.19 feet from a brass cap monument at the Southwest corner of said Section 10 (basis of bearing); thence N89°56'31"W 1726.14 feet along the North line of said Utah Power and Light easement to the Easterly line of Highway U-111; thence along the Easterly line of said Highway U-111 N22°19'51"W 9.15 feet and N1°23'52"E 16.54 feet; thence S89°56'31"E 1729.18 feet to the West line of said Jordan Valley Water Conservancy District reservoir site property; thence S0°04'43"W 25.00 feet to the point of beginning. Contains 43,222 ft² (0.9922 Acre)



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RBB

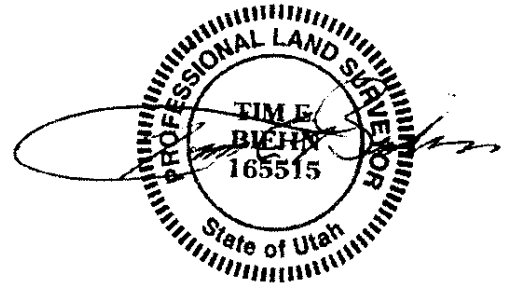
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Salt Lake City, Utah 84117-7261
(801) 266-1118 • (801) 262-5814 Fax

Lee E. Robinson, PLS
Ted M. Biehn, PLS
Tim E. Biehn, PLS

January 24, 2006

Project: Pressure Zone D Pipeline (10200 South)
Pipeline Corridor #2 (West)



Pipeline Corridor (fee) #2: (West of U-111)

A 25 foot wide strip of land for a waterline corridor, said strip of land is located in the South Half of Section 9, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, and being more particularly described as follows

Beginning on the Westerly line of Highway U-111 and the North line of a Utah Power & Light Easement at a point North 45.49 feet and N89°38'19"W 297.17 from a brass cap monument at the Southeast corner of said Section 9, said brass cap monument bears S89°47'08"E 5271.46 feet from a Bolt-In-Pipe monument at the Southwest corner of said Section 9 (basis of bearing); thence N89°38'19"W 3905.45 feet along the North line of the East/West portion of said existing Utah Power & Light easement; thence continuing N89°38'19"W 246.58 to a point on the proposed Northerly realignment line of 10200 South Street (Old Bingham Highway); thence Northwesterly 98.81 feet along the arc of a 3599.18 foot radius, non regular curve to the left through a central angle of 1°34'23" (chord bears N86°29'45"W 98.81 feet); thence North 25.03 feet; thence Southeasterly 99.82 feet along the arc of 3624.18 foot radius, non regular curve to the right through a central angle of 1°34'41" (chord bears S86°30'44"E 99.82 feet); thence S89°38'19"E 4159.55 feet to the Westerly line of said Highway U-111; thence S18°54'15"W 26.37 feet to the point of beginning. Contains 106,377 ft² (2.4421 Acres), more or less.

