

WHEN RECORDED PLEASE RETURN TO:  
JORDAN VALLEY WATER CONSERVANCY DISTRICT  
ATTN: BARTON A. FORSYTH  
P. O. BOX 70  
WEST JORDAN, UT 84088-0070

RETURNED

OCT - 5 1999

PIPELINE AGREEMENT

E 1550629 B 2567 P 50  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
1999 OCT 5 7:29 AM FEE .00 DEP MT  
REC'D FOR JORDAN VALLEY WATER CONS DIST

14-001-0051st  
NW-27-5N-2W

THIS AGREEMENT is made between RAY E. CHILD & LINDA LOU CHILD, husband and wife, ("Grantor") and the Salt Lake County Water Conservancy District, a water conservancy district organized under the law of the State of Utah ("Grantee"). Salt Lake County Water Conservancy District is now known as the Jordan Valley Water Conservancy District.

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 to install water pipeline(s) and associated water system equipment and facilities (collectively referred to as "Pipelines") within the lands of Grantor;
- C. Grantee desires to obtain from Grantor and Grantor is willing to grant to Grantee an exclusive, perpetual underground Pipelines easement together with a right-of-way in, on, over, under, across and through the lands of Grantor, consistent with the terms set forth in this Agreement.

TERMS:

The parties agree as follows:

1. Grantor grants to Grantee an exclusive permanent easement in, on, under, across and through the land of Grantor for the conveyance of water to and from adjacent property and for the construction, installation, operation, maintenance, repair, inspection, removal and replacement of Pipelines to and from adjacent property. The easement is described in attached Exhibit 1 and is referred to as the "Easement Property."
2. Grantor grants to Grantee a permanent right-of-way in, on, over, across and through the Easement Property for vehicular and pedestrian access, ingress and egress to and from adjacent property, and for use of existing roads to access the Easement Property and the right-of-way. 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 underground such air vents, water vents, valves and other structures it deems necessary for the normal operation and maintenance of the Pipelines.

BRA - LL # DC265

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 30 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, grade and replace soil, re-seed the area within the Easement Property with native grass seed and otherwise restore the land as near as reasonably possible to its pre-construction condition.

E 1550429 B 2567 P

51

5. Any 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 belonging to Grantor which is damaged as a result of construction and installation of Grantee's Pipelines. All such work shall be completed by Grantee within 30 days from the date of completion of Grantee's successful, final testing of the Pipelines.

7. (a) Grantor shall have and maintain a limited right to occupy and use the surface of the Easement Property.

(b) Grantor shall not build, install, allow or otherwise place upon the Easement Property (i) any permanent structure, including but not limited to buildings or masonry fences, or (ii) any structure which interferes with, or renders more difficult or expensive, Grantee's use of the right-of-way and/or easement granted under this Agreement or otherwise violates the terms of this Agreement. Upon demand of Grantee, any prohibited structure shall be removed immediately by Grantor from the Easement Property.

(c) Grantor shall not plant or allow trees or shrubs with root zones which would contact or interfere with Grantee's Pipelines or Grantee's use of the right-of-way granted in this Agreement. Grantor shall not plant or allow trees within fifteen (15) feet of the centerline of any pipeline within the Easement Property.

(d) Following construction of the Pipelines, Grantor shall not remove cover or materials from, or place fill or materials within, the Easement Property without the prior written consent of Grantee.

(e) Grantor may cross or cover the Easement Property with sidewalks, curbs and gutters, asphalt roadways, driveways, or other similar non-permanent improvements, but only upon the prior written consent of Grantee.

8. Grantor shall not grant additional easements, licenses or right-of-ways within the Easement Property without the prior written consent of Grantee. If Grantee consents to the placement by third parties of utilities within the Easement Property, Grantee shall have the right to modify alignments and depths of those utilities in order to maintain a corridor practical for Grantee's Pipelines and to ensure protection of the Pipelines following construction.

E 1550629 B 2567 P 52

9. Within forty five (45) days from the date Grantor executed this Agreement, Grantee shall pay the sum of Sixteen Thousand Seven Hundred and no/100 dollars (\$16,700.00) to Grantor as consideration for this Agreement.

10. 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.

11. Grantor warrants there are no unrecorded liens, encumbrances, contracts or leases which burden, claim an interest in, are secured by, or otherwise affect the interests and/or rights granted by this Agreement to Grantee in the Easement Property.

12. This Agreement anticipates use of the Easement Property by Grantee for its Pipelines. Grantee hereby is given the right to use the Easement Property for utility lines, communications lines, or for similar uses or services it deems appropriate.

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

14. 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.

15. 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.

16. Each individual executing this Agreement does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) 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.

17. 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.

18. Any party may record this Agreement.

DATED: 9-20-99, 1999

GRANTOR:

RAY E. CHILD

LINDA LOU CHILD

By: Ray E Child

By: Linda Lou Child

DATED: 9-20-99  
9-20-99, 1999

GRANTEE:

SALT LAKE COUNTY WATER

CONSERVANCY DISTRICT now known as the  
Jordan Valley Water Conservancy District

By: David G. Ovard  
DAVID G. OVARD, GENERAL MANAGER

STATE OF UTAH )  
COUNTY OF DAVIS )

E 1550629 B 2567 P 54

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day  
of AUGUST, 1999, by RAY E. CHILD & LINDA LOU CHILD, HUSBAND  
AND WIFE.

Commission expires: MAY 6, 2003



[Signature]  
NOTARY PUBLIC  
Residing in SALT LAKE, UTAH

STATE OF UTAH )  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day  
of SEPTEMBER, 1999, by David G. Ovard as General Manager of the Salt  
Lake County Water Conservancy District, now known as the Jordan Valley  
Water Conservancy District.

Commission expires 6-04-00  
A rectangular notary seal stamp for Reid E. Lewis, a Notary Public in the State of Utah. The seal includes the text: "REID E. LEWIS", "NOTARY PUBLIC - STATE OF UTAH", "6376 HOKSTEN WAY", "MURRAY, UT 84107", and "COMM. EXPIRES 6-04-00". To the left of the text is a circular emblem featuring the Utah state seal.

[Signature]  
NOTARY PUBLIC  
Residing in SALT LAKE COUNTY, UT.

## DESCRIPTION OF EASEMENT PROPERTY

E 1550429 B 2567 P 55

A tract of land ("Easement Property") in those portions of Grantor's land situated in the Northwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah, described as follows:

BEGINNING at a point on the grantor's North property line, said point being N 00°23'35" E, 660.00 and N 89°36'25" W, 546.66 feet from the center of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian; thence S 00°31'35" W, 330.00 feet to a point on the grantor's South property line; thence N 89°36'25" W, 90.00 feet along said grantor's South property line; thence N 00°31'35" E, 330.05 feet to a point on said grantor's North property line; thence S 89°34'38" E, 90.00 feet along said grantor's North property line intersecting the project line of the Bear River Pipeline Project at Engineers Station 303+36.50 to the point of beginning. Containing ±0.68 Acres.

SUBJECT TO easements, restrictions, and rights of way appearing of record