

WHEN RECORDED MAIL TO:

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

[PARCEL ID #15-092-0014]

PIPELINE AGREEMENT

THIS AGREEMENT is made between Marguerite M. McCormack ("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 to install water pipeline(s) and associated 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 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.

JVWCD NO. WC-47

E# 1717017 BK2082 PG1833
DOUG CROFTS, WEBER COUNTY RECORDER
20-JUL-00 8:34 AM FEE \$.00 DEP JPM
REC FOR: JORDAN.VALLEY..WATER.DIST.

TERMS:

The parties agree as follows:

1. Grantor grants to Grantee an exclusive permanent easement in, on, under, across and through the lands 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 underground in the Easement Property such air vents, water vents, valves and other structures it deems necessary for the normal operation and maintenance of the Pipelines.

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, reseed 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.

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.

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(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. Neither Grantor nor Grantee shall grant additional easements, licenses or right-of-ways within the Easement Property without the prior written consent of the other. 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.

9. Within forty-five (45) days from the date Grantor executed this Agreement, Grantee shall pay the sum of Thirty-Five Thousand Eight Hundred Seventy-Five and 00/100 Dollars (\$35,875.00) 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 may be amended only by written instrument executed by all parties.

13. 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.

14. 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.

15. 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.

16. 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.

17. Any party may record this Agreement.

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DATED: June 9, 2000

GRANTOR:

MARGUERITE M. MCCORMACK

By: Marguerite M. McCormack
Marguerite M. McCormack

DATED: 6-28-00

GRANTEE:

JORDAN VALLEY WATER
CONSERVANCY DISTRICT

By: David G. Ovard
David G. Ovard
Its General Manager

E# 1717017 BK2082 PG1838

STATE OF Virginia)
 :ss.
COUNTY OF Fairfax)

The foregoing instrument was acknowledged before me this 9th day of June, 2000, by Marguerite M. McCormack.

Commission expires: 05/31/02

Francis Parn
NOTARY PUBLIC
Residing in Arlington, VA



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

The foregoing instrument was acknowledged before me this 28th day of June, 2000, by David G. Ovard as General Manager of the Jordan Valley Water Conservancy District.

Commission expires: 10-8-2001



Barton G. Forsyth
NOTARY PUBLIC
Residing in West Jordan, Ut

EXHIBIT 1

A strip of land (Easement Property) ninety feet (90') in width in those portions of Grantor's land (Sidwell No. 15-092-0014) situated in Section 34, Township 6 North, Range 2 West, Salt Lake Base and Meridian, in Weber County, State of Utah. The land (Easement Property) being more particularly described as follows:

BEGINNING on Grantor's South property line at a point that is N 89° 13' 24" W 1228.36 feet from the Southeast corner of the Northeast Quarter of Section 34, from which corner the Northeast corner of Section 34 bears N 0° 42' 31" E 2654.41 feet (Basis of Bearing); thence N 89° 12' 39" W 90 feet along the Grantor's South property line to a point on the Grantor's West property line; thence N 0° 47' 21" E 990 feet along the Grantor's West property line to a point on the Grantor's North property line; thence S 89° 12' 39" E 90 feet along the Grantor's North property line; thence S 0° 47' 21" West 990 feet to the point of beginning.

Contains 2.05 Acres.

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

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