



ENT 19668:2014 PG 1 of 12
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Mar 25 3:18 pm FEE 0.00 BY ED
RECORDED FOR JORDAN VALLEY WATER CON

WHEN RECORDED MAIL TO:

Jordan Valley Water
Conservancy District
Attn: Property Manager
8215 South 1300 West
West Jordan, Utah 84088

[PARCEL ID #58-021-0109
#58-021-0008
#58-021-0108
#58-021-0010]

PIPELINE AGREEMENT

This Agreement is made between Holbrook Farms, L.C., a Utah limited liability 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 to install a water pipeline and associated water system equipment and facilities (collectively referred to as "Pipeline") under the lands of Grantor; and,
- C. Grantee desires to obtain from Grantor and Grantor is willing to grant to Grantee a non-exclusive, perpetual underground Pipeline 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 hereby grants to Grantee a non-exclusive permanent easement in, on, under, across and through the lands of Grantor specified herein for the underground conveyance of water and for the construction, installation, operation, maintenance, repair, inspection, removal and replacement of an underground Pipeline. The easement is described in attached Exhibit 1 and is referred to as the "Easement Property".

2. Grantor hereby grants to Grantee a permanent right-of-way in, on, over, across and through the Easement Property for incidental vehicular access on the existing canal road(s), pedestrian access, and ingress and egress to and from adjacent property, all as is reasonably necessary to access the Easement Property for the easement purposes set forth herein. 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 necessary for the normal operation and maintenance of the Pipeline.

4. During initial construction and installation of the Pipeline, Grantee shall segregate all top soil material from other landfill material removed or disturbed in the construction area. Within thirty (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 Pipeline shall be repaired by Grantee 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 Pipeline. All such work shall be completed by Grantee within thirty (30) days from the date of completion of Grantee's successful, final testing of the Pipeline.

7. (a) Grantor reserves the right to occupy, use and enjoy the Easement Property subject to this Agreement and Grantee's rights hereunder.

(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 materially 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 within the Easement Property. However, nothing contained herein shall restrict or prohibit Grantor's use of grass, ground cover, or flowers.

(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, which shall be granted so long as the contemplated action does not materially interfere with, or render more difficult or expensive, the use of the Easement Property by Grantee.

(e) Grantor may occupy, cross or cover the Easement Property with sidewalks, curbs and gutters, asphalt roadways, driveways, or other similar non-permanent improvements so long as the contemplated action does not materially interfere with or render more difficult or expensive the use of the Easement Property by Grantee.

8. Neither Grantor nor Grantee shall grant additional easements, sub-easements, licenses or right-of-ways within the Easement Property without the prior written consent of the other, which consent shall not be unreasonably withheld.

9. Contemporaneously with the execution of this Agreement, Grantee shall pay the Grantor as consideration for this Agreement the just compensation agreed to between the parties in the amount of \$92,000.00.

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 provided that the Grantee's assignee agrees, in writing, to assume the burdens associated with this Agreement, which creates covenants running with the land.

11. Grantor represents and warrants that it does not have knowledge of any 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. Grantee represents and warrants that it is aware of and takes this Agreement subject to existing roads, canals, ditches, culverts, pipelines, and water delivery systems, including, but not limited to, those roads, canals, ditches, culverts, pipelines and water delivery systems belonging or appertaining to Grantor, the United States Bureau of Reclamation, and/or Utah Lake Distributing Company. Grantee specifically acknowledges the existence of and Grantor's continued right to the use of a buried PVC water pipeline, approximately 10" in diameter, that crosses the Bureau of Reclamation Canal/Utah Lake Distributing Company canal over an existing culvert located at or near the Easement Property and a flush-out line that is connected to the water pipeline. Grantee specifically acknowledges the existence of a fiber optic line that generally runs along 2600 North. Grantee, at its expense, shall protect in place or relocate Grantor's ten (10) inch water pipeline and flush-out line in a manner which does not interfere with its function or with Grantor's continued right to use and to access the pipeline.

12. This Agreement anticipates use of the Easement Property by Grantee only for its underground Pipeline and for the conveyance of water. Grantee does not have the right to use the Easement Property for utility lines, communications lines, or for similar uses or services, all of which shall be deemed to materially expand the scope of this Easement or materially increase the burden upon the servient estate of the Grantor.

13. Grantee shall indemnify, defend and otherwise hold Grantor harmless from and against any claim, including costs, expenses, and reasonable attorney's fees, which arise from or by reason of the use of the Easement Property or right-of-way herein granted to Grantee or from any activities contemplated by this Agreement, in each case undertaken by Grantee or by any other person or entity acting on behalf of Grantee; provided, however, that such obligation shall not be applicable to the extent such claim shall be caused by the negligence or willful acts of Grantor or by any other person or entity acting on behalf of Grantor. Grantee's indemnification duties include, without limitation, payment of compensatory damages, and/or reasonable attorneys' fees and costs on account of mechanics' lien claims, injury or death to persons, and injury to property.

14. At all times, Grantee shall maintain any and all improvements made in connection with the Easement Property, including, but not limited to, the Pipeline, and, at all times, keep the same in compliance with all applicable governmental requirements and regulations. All costs of maintenance and similar activities required by this paragraph shall be borne solely by Grantee.

15. At all times, all actions of Grantee and any of its agents, servants, or contractors, on or about the Easement Property or in connection with the Easement Property, and all activities of Grantee contemplated by this Agreement shall be taken in compliance with all applicable governmental requirements and regulations, statutes and the common law. Grantee shall be responsible for compliance with all applicable federal,

state, and local requirements for the construction, operation, use, and maintenance of the Pipeline.

16. Grantee shall, at all times this Pipeline Agreement is in effect, maintain a policy of general liability insurance or a program of self-insurance with respect to the Easement Property and right-of-way and Grantee's activities upon the Easement Property. The amount of such insurance shall be no less than \$1,000,000.00. Upon ten days' notice of the request from the Grantor, Grantee shall provide to the Grantor evidence of insurance coverage or self-insurance meeting the requirements of this paragraph.

17. Beginning on the date Grantee is given access to the Easement Property for any purpose and continuing thereafter until expiration of this Agreement, Grantee shall procure, pay for and maintain in effect, and/or shall cause any of its agents, servants, contractors or other similarly situated persons to procure, pay for and maintain in effect, (a) Workers' Compensation Insurance for all persons who work at or visit the Easement Property with coverage and in amounts as required by law; (b) comprehensive general liability coverage in amounts not less than \$500,000 per occurrence and \$1,000,000 for claims in the aggregate (annual) for bodily injury and death and not less than \$500,000 per occurrence and \$1,000,000 for claims in the aggregate (annual) or a combined single limit of \$1,000,000 for property damage; and comprehensive automobile liability coverage in amounts not less than \$500,000 per person and \$1,000,000 per occurrence for bodily injury and not less than \$500,000 per occurrence and \$1,000,000 for claims in the aggregate (annual) or a combined single limit of \$1,000,000 for property damage.

18. Grantee shall, at all times, keep the Easement Property and the Grantor's property free from mechanics' lien claims or similar liens arising on account of any act by or on behalf of Grantee. In the event any mechanics' lien is recorded with respect to the Easement Property or the Grantor's Property on account of any activity of Grantee or any use of the Easement Property or the Grantor's property by or on behalf of Grantee, Grantee shall, within 30 days of notice by the Grantor (or, if earlier, within 30 days of a complaint being filed to enforce such mechanics' lien), cause such mechanics' lien to be removed.

19. Grantee shall not use the Easement Property for conveyance, storage or transportation of sewage, oil, salt water, storm water or any other substance or material except water.

20. Grantee shall use the Easement Property and associated right-of-way in a manner that is consistent with this Agreement and with Grantor's right to use the Easement Property as contemplated herein. Grantee shall compensate Grantor for any damages or loss caused by disruptions to the Grantor's rights arising from or related to the Grantee's maintenance, repair, replacement and other activities undertaken pursuant to this Agreement.

21. This Agreement may be amended, terminated, extended, or modified only by written instrument executed by all parties.

22. 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.

23. 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.

24. 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.


25. 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.

26. Any party may record this Agreement.

"Grantor":

Holbrook Farms, L.C.

Dated: 3-10-14

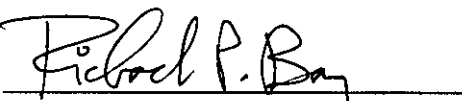
By: 

Its: Manager

"Grantee":

Jordan Valley Water Conservancy District

Dated: 3/25/14

By: 

Its: General Manager/CEO

STATE OF UTAH)
)
) ss.
 COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 10 day of March, 2014 by Scott Holbrook as Manager of Holbrook Farms, L.C., a Utah limited liability company.

Hillary Morgan
 NOTARY PUBLIC



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

The foregoing instrument was acknowledged before me this 25th day of March 2014, by Richard P. Bay as General Manager of the Jordan Valley Water Conservancy District.

Jacqueline E Maas
 NOTARY PUBLIC

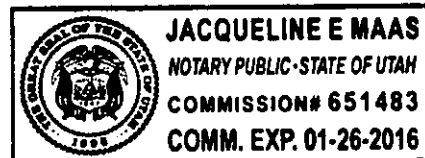


EXHIBIT 1

DESCRIPTION OF THE EASEMENT PROPERTY

Owner: Holbrook Farms, LC
Serial ID: 58:021:0008, 0010, 0109; 0108
Parcel No: CWP-3680:11:E

A 50-foot wide permanent easement being part of an entire tract being located in the Southeast, Northeast and Northwest Quarters of the Northwest Quarter of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah, described as follows:

COMMENCING at the northwest corner of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North $89^{\circ}32'52''$ East 1421.23 feet along the north line of said Northwest Quarter and South $01^{\circ}59'10''$ East 16.51 feet to the point of BEGINNING and running; thence North $89^{\circ}32'52''$ East 50.02 feet along the southerly right of way of 2600 North Street and the north line of said entire tract; thence South $01^{\circ}59'10''$ East 206.21 feet to a point on a 190.00 feet radius curve to the right; thence southerly 84.97 feet along the arc of said curve through a central angle of $25^{\circ}37'25''$, said arc having a chord bearing South $10^{\circ}49'33''$ West 84.26 feet; thence South $23^{\circ}38'15''$ West 150.20 feet to a point on a 110.00 feet radius curve to the left; thence southerly 117.79 feet along the arc of said curve through a central angle of $61^{\circ}21'13''$, said arc having a chord bearing South $07^{\circ}02'22''$ East 112.24 feet to a point being 10.00 feet perpendicularly distant westerly from the centerline of the Utah Lake Distributing Canal as described in a Notice of Right of Way recorded as Entry Number 30678:1984; thence parallel with said canal centerline the following six (6) courses: (1) South $37^{\circ}42'58''$ East 49.40 feet to a point on a 190.00 feet radius curve to the right; (2) southerly 151.55 feet along the arc of said curve through a central angle of $45^{\circ}42'00''$, said arc having a chord bearing South $14^{\circ}51'58''$ East 147.56 feet; (3) South $07^{\circ}59'02''$ West 175.20 feet to a point on a 410.00 feet radius curve to the left; (4) southerly 224.22 feet along the arc of said curve through a central angle of $31^{\circ}20'00''$, said arc having a chord bearing South $07^{\circ}40'58''$ East 221.43 feet; (5) South $23^{\circ}20'58''$ East 584.93 feet; and (6) South $17^{\circ}58'58''$ East 240.41 feet to the south boundary of said entire tract; thence South $89^{\circ}50'41''$ West 52.52 feet along said south boundary to a point being 60.00 feet perpendicularly distant westerly from the centerline of said canal; thence parallel with said canal centerline the following six (6) courses: (1) North $17^{\circ}58'58''$ West 221.99 feet; (2) North $23^{\circ}20'58''$ West 582.59 feet to a point on a 460.00 feet radius curve to the right; (3) northerly 251.56 feet along the arc of said curve through a central angle of $31^{\circ}20'00''$, said arc having a chord bearing North $07^{\circ}40'58''$ West 248.44 feet; (4) North $07^{\circ}59'02''$ East 175.20 feet to a point on a 140.00 feet radius curve to the left; (5)

northerly 111.67 feet along the arc of said curve through a central angle of $45^{\circ}42'00''$, said arc having a chord bearing North $14^{\circ}51'58''$ West 108.73 feet; and (6) North $37^{\circ}42'58''$ West 49.40 feet to a point on a 160.00 feet radius curve to the right; thence northerly 171.33 feet along the arc of said curve through a central angle of $61^{\circ}21'13''$, said arc having a chord bearing North $07^{\circ}02'22''$ West 163.26 feet; thence North $23^{\circ}38'15''$ East 150.20 feet to a point on a 140.00 feet radius curve to the left; thence northerly 62.61 feet along the arc of said curve through a central angle of $25^{\circ}37'25''$, said arc having a chord bearing North $10^{\circ}49'33''$ East 62.09 feet; thence North $01^{\circ}59'10''$ West 207.54 feet to the southerly right of way of said 2600 North Street and the point of BEGINNING, containing 99223 square feet or 2.278 acres.