

WHEN RECORDED RETURN TO:

Salt Lake County Water Conservancy District  
8215 South 1300 West  
P.O. Box 70  
West Jordan, Utah 84084-0070

6299851  
03/11/96 09:19 AM \*\*\*NO FEE\*\*  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CO WATER CONSERVANCY DIST.  
REC BY: R ZITO DEPUTY - WI

AGREEMENT

SLCWCD NO. 94CI074B-4, 6, 7

6299851

AN AGREEMENT, dated this 20<sup>th</sup> day of January 1996, by and between WAYNE WORKMAN of 16475 Camp Williams Road, Riverton, Utah 84065-3735, Trustee of the WAYNE WORKMAN FAMILY TRUST, hereinafter referred to as "Grantor," and the SALT LAKE COUNTY WATER CONSERVANCY DISTRICT, a water conservancy district organized and existing under law with its principal place of business at 8215 South 1300 West, West Jordan, Utah 84088, hereinafter referred to as "Grantee".

RECITALS:

- A. Grantee is authorized by law to obtain easements and construct water works facilities and pipelines thereon;
- B. Grantee plans to install water pipeline(s) and associated appurtenances (hereinafter referred to as "pipeline(s)") within the lands of Grantor;
- C. Grantee desires to obtain from Grantor and Grantor is willing to grant to Grantee an exclusive, perpetual underground pipeline(s) easement together with a right-of-way over, under, across and through the lands of Grantor, according to the terms and conditions herein set forth.

**TERMS:**

In consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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 pipeline(s) to and from adjacent property. The easement is described in Exhibit 1 and is hereinafter referred to as the "Easement Property".
  
2. Grantor grants to Grantee a permanent right-of-way 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.
  - a. Upon Grantee's written request, Grantor shall grant to Grantee a fifty feet (50.0') wide temporary construction easement which will adjoin, at Grantee's discretion, either side of the Easement Property.
  
  - b. The purchase price of the temporary easement shall be ten percent (10%) of the value of Grantor's real property which is burdened by the temporary easement. The

value of the property shall be determined by an MAI appraiser selected and paid for by Grantee. In the event Grantor disputes the value determined by Grantee's appraiser, Grantor shall select, and pay for, another MAI appraiser to appraise the property and the final value, which shall be used to calculate the purchase price of the temporary easement, shall be the average of the two appraisals.

c. Grantor shall grant the temporary easement to Grantee on the date Grantee pays Grantor the purchase price.

d. The grant of the temporary easement shall terminate upon Grantee's successful, final testing of the pipeline(s) and restoration of the surface of the Easement Property.

e. Grantee's right to acquire the grant of the temporary easement shall expire twelve (12) years from the date of this Agreement.

4. During initial construction and installation of the pipeline(s), 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 pipeline(s), 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(s) 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 pipeline(s). All such work shall be completed by Grantee within 30 days from the date of completion of Grantee's successful, final testing of the pipeline(s).

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 or otherwise place upon the Easement Property any permanent structure, including but not limited to masonry fences or buildings, which unreasonably 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 structures shall be removed immediately from the Easement Property.

c. Grantor shall not plant trees or shrubs with root zones which would contact or interfere with Grantee's pipeline(s) or use of the right-of-way granted in this Agreement.

d. Following construction of the pipeline(s), 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, which consent will not be unreasonably withheld.

8. Grantor shall not grant additional easements, licenses or rights-of-way 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 pipeline(s) and to ensure protection of the pipeline(s) following construction.

9. Within thirty (30) days following Grantor's execution of this Agreement, Grantee shall pay the sum of \$8,245 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 easement granted it by this Agreement.

11. This Agreement may be amended or terminated only by written instrument executed by all parties and shall be effective when such written instrument is recorded.

12. 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.

13. 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.

14. 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.

15. 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.

16. Any party may record this Agreement.

**GRANTOR:**

WAYNE WORKMAN FAMILY TRUST

By: Wayne Workman  
Wayne Workman, Trustee

**GRANTEE:**

SALT LAKE COUNTY WATER  
CONSERVANCY DISTRICT

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

**APPROVED BY:**

UNITED STATES OF AMERICA  
DEPARTMENT OF INTERIOR  
BUREAU OF RECLAMATION

By: David H. Frandsen  
for Bruce C. Barrett  
Its: Provo Area Manager

This approval is subject to an execution  
of an Easement Encroachment Agreement.

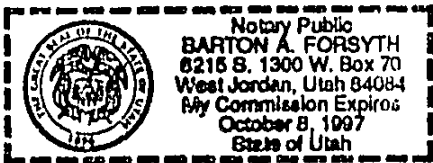
**APPROVED AS TO FORM**

BY: [Signature]  
DATE: 1/23/96

STATE OF UTAH )  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 20th day of January, 1996, by Wayne Workman as Trustee of the Wayne Workman Family Trust.

Commission expires: Oct. 8, 1997

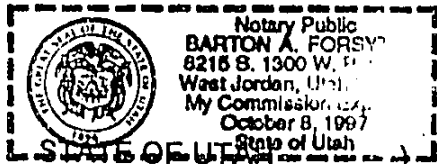


Barton A. Forsyth  
NOTARY PUBLIC  
Residing in West Jordan, Ut

STATE OF UTAH )  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 24th day of January, 1996, by David G. Ovard as General Manager of the Salt Lake County Water Conservancy District.

Commission expires: Oct. 8, 1997

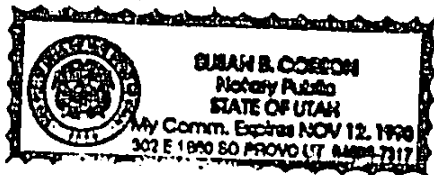


Barton A. Forsyth  
NOTARY PUBLIC  
Residing in West Jordan, Ut

COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 21st day of February, 1996, by David G. Frandsen (Acting) as Provo Area Manager, Bureau of Reclamation, Upper Colorado Region, United States Department of Interior.

Commission expires: 11-12-98



Susan B. Corson  
NOTARY PUBLIC  
Residing in American Fork, UT



## EXHIBIT 1

A strip of land (Easement Property) eighty feet (80.0') in width in those portions of Grantor's land (Sidwell No. 33-22-400-016) situated in Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, State of Utah. The land (Easement Property) being more particularly described as follows:

### Parcel No. 4

Beginning on Grantor's South property line at a point that is South  $0^{\circ}47'46''$  East along the section line 2028.54 feet, more or less, and due East 3337.71 feet, more or less, from the GLO brass cap monument at the West Quarter corner of said Section 22, from which monument the GLO brass cap monument at the Northwest corner of said Section 22 bears North  $0^{\circ}15'25''$  East 2651.96 feet (basis of bearing); thence along said South property line North  $88^{\circ}11'40''$  East 331.83 feet; thence North  $77^{\circ}51'17''$  West 424.14 feet, more or less, to the Easterly line of the Pacificorp property; thence along said Pacificorp property South  $6^{\circ}48'$  East 84.58 feet; thence South  $77^{\circ}51'17''$  East 74.65 feet, more or less, to the point of beginning.

The area contained within the described parcel No. 4 is 0.46 acre.

### Parcel No. 6

Beginning on the Easterly line of State Highway 68 at a point that is South  $0^{\circ}47'46''$  East along the section line 1973.09 feet, more or less, and due East 3080.83 feet, more or less, from the GLO brass cap monument at the West Quarter corner of said Section 22, from which monument the GLO brass cap monument at the Northwest corner of said Section 22 bears North  $0^{\circ}15'25''$  East 2651.96 feet (basis of bearing); thence along said Easterly line of Highway North  $19^{\circ}44'22''$  West 94.22 feet; thence South  $77^{\circ}51'17''$  East 73.76 feet, more or less, to a point on the Westerly line of the Pacificorp property; thence along said Pacificorp property South  $6^{\circ}48'$  East 84.58 feet; thence North  $77^{\circ}51'17''$  West 51.45 feet, more or less, to the point of beginning.

The area contained within the described parcel No. 6 is 0.12 acre.

Parcel No. 7

Beginning on Grantor's West property line at a point that is South  $0^{\circ}47'46''$  West along the section line 1299.30 feet, more or less, South  $89^{\circ}05'20''$  East 2658.48 feet, more or less, and South  $0^{\circ}15'06''$  East 367.38 feet, more or less, from the GLO brass cap monument at the West Quarter corner of said Section 22, from which monument the GLO brass cap monument at the Northwest corner of said Section 22 bears North  $0^{\circ}15'25''$  East 2651.96 feet (basis of bearing); thence South  $54^{\circ}03'17''$  East 111.77 feet; thence Southeasterly 83.99 feet along the arc of a 500.00 foot radius curve to the left through a central angle of  $9^{\circ}37'30''$  (chord bears South  $58^{\circ}52'02''$  East 83.89 feet), more or less, to a point on the Westerly line of State Highway 68; thence along said Westerly line of highway South  $19^{\circ}44'22''$  East 107.77 feet, more or less; thence Northwesterly 175.27 feet along the arc of a 580.00 foot radius curve to the right through a central angle of  $17^{\circ}18'51''$  (chord bears North  $62^{\circ}42'42''$  West 174.60 feet); thence North  $54^{\circ}03'17''$  West 53.23 feet, more or less, to Grantor's West property line; thence along Grantor's West property line North  $0^{\circ}15'06''$  West 99.13 feet, more or less, to the point of beginning.

The area contained within the described parcel No. 7 is 0.39 acre.