

WHEN RECORDED PLEASE RETURN TO:

SALT LAKE COUNTY WATER
CONSERVANCY DISTRICT
P.O. BOX 70
WEST JORDAN, UTAH 84084-0070

PIPELINE AGREEMENT

6430681
08/15/96 09:52 AM**NO FEE**
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CO WATER CONSERVANCY DIST.
REC BY: B GRAY ,DEPUTY - WI

THIS AGREEMENT is made between The Wayne W. Butterfield Family Partnership, a Utah limited partnership ("Grantor"), and the Salt Lake County Water Conservancy District, a water conservancy district organized under the law of the State of Utah ("Grantee").

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RECITALS:

- A. Grantee is authorized by law to obtain easements and to construct water works facilities and pipelines within them;
- B. Grantee intends to install water pipeline(s), water system equipment and associated appurtenances (collectively 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 in, on, over, under, across and through the lands of Grantor, consistent with the terms set forth in this Agreement.

TERMS:

In consideration of good and valuable consideration, the sufficiency and receipt of which hereby is acknowledged, the parties agree as follows:

SLCWCD NO. 04CI074B-11

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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 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 such air vents, water vents, valves and other structures as are reasonably necessary for the normal operation and maintenance of the pipeline(s).

4. (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. Grantor shall not obstruct Grantee's use of the temporary easement.

(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 fifteen (15) years from the date Grantor executed this Agreement.

5. 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.

6. 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.

7. 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).

8. (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 structure 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.

9. 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.

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

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.

DATED: 7-29-96

GRANTOR:
THE WAYNE W. BUTTERFIELD
FAMILY PARTNERSHIP

By: Wayne W. Butterfield
Wayne W. Butterfield
Its General Partner

DATED: 8-6-96

GRANTEE:
SALT LAKE COUNTY WATER
CONSERVANCY DISTRICT

By: Gerald K. Maloney
Gerald K. Maloney
Its Chairman and President

DATED: 8-9-96

APPROVED BY:
UNITED STATES OF AMERICA
DEPARTMENT OF INTERIOR
BUREAU OF RECLAMATION

By: Bruce C. Barrett
Bruce C. Barrett
Its Provo Area Manager

(This approval is subject to execution
of an Easement Encroachment Agreement)

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SALT LAKE COUNTY WATER
CONSERVANCY DISTRICT
FORM APPROVED

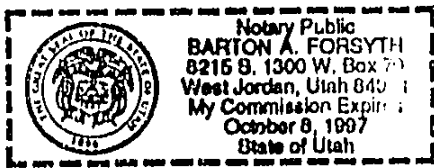
BY [Signature]
DATE 7/29/96

STATE OF UTAH)

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 29th day of July, 1996, by Wayne W. Butterfield, as General Partner of the Wayne W. Butterfield Family Partnership.

Commission expires: Oct. 8, 1997



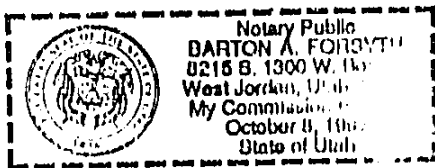
Barton A. Forsyth
NOTARY PUBLIC
Residing in West Jordan, Ut

STATE OF UTAH)

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 6th day of August, 1996, by Gerald K. Maloney, as Chairman and President of the Salt Lake County Water Conservancy District.

Commission expires: Oct. 8, 1997

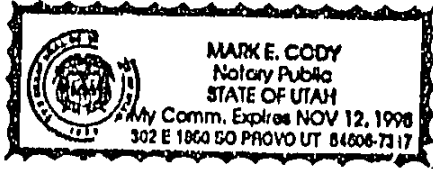


Barton A. Forsyth
NOTARY PUBLIC
Residing in West Jordan, Ut

STATE OF UTAH)
) *me*
) *UTAH*
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 9th
day of AUGUST, 19 96, by Bruce C. Barrett, as Provo Area Manager,
Bureau of Reclamation, Upper Colorado Region, United States Department of Interior.

Commission expires: 11-12-98



Mark E. Cody

NOTARY PUBLIC
Residing in PROVO, UT.

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EXHIBIT 1

A strip of land (Easement Property) eighty feet (80') in width in those portions of Grantor's land (Sidwell No. 33-22-100-002) 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:

Beginning at a point that is S 0°15'25" W along the section line 1177.05 feet from the GLO brass cap monument at the Northwest corner of said Section 22, from which monument the GLO brass cap monument at the West Quarter corner of said Section 22 bears S 0°15'25" W (basis of bearing); thence S 44°00'11" E 405.69 feet; thence S 77°38'15" E 367.80 feet; thence Southeasterly 269.88 feet along the arc of a 500.00 foot radius curve to the right through a central angle of 30°55'33" (chord bears S 62°10'29" E 266.62 feet); thence S 46°42'42" E 402.68 feet; thence Southeasterly 50.31 feet along the arc of a 500.00 foot radius curve to the right through a central angle of 5°45'55" (chord bears S 43°49'45" E 50.29 feet), more or less, to a point on Grantor's South property line; thence along Grantor's South property line S 89°47'09" W 112.54 feet; thence N 46°42'42" W 371.28 feet; thence Northwesterly 226.70 feet along the arc of a 420.00 foot radius curve to the left through a central angle of 30°55'33" (chord bears N 62°10'29" W 223.96 feet); thence N 77°38'15" W 391.98 feet; thence N 44°00'11" W 347.78 feet to a point on the aforesaid West line of Section 22; thence along said section line N 0°15'25" E 114.63 feet to the point of beginning.

Contains 2.60 acres.