

7468175

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

7468175
09/16/1999 01:18 PM NO FEE
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
JORDAN VALLEY WATER CONSERVANCY DIST
BY: ZJM, DEPUTY - WI 12 p.

[PARCEL ID #33-21-200-001 AND #33-22-100-001]

PIPELINE AGREEMENT

THIS AGREEMENT is made between Shirley C. Butterfield, Trustee of the Butterfield Family Trust ("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;
- 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.

JWWCD NO. 94CI074B-10, 12

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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 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. (a) Grantor grants to Grantee a thirty feet (30.0') wide temporary construction easement for access, ingress and egress to and from the adjacent property, and to do all things reasonably necessary for the construction, installation and placement of the pipeline(s). The temporary easement shall adjoin both North and South sides of the Easement Property as follows:

North Side: The North line of the temporary easement is thirty feet (30.0') distant from and parallel with (including extensions and projections) and northerly of the North line of the Easement Property.

South Side: The South line of the temporary easement is thirty feet (30.0') distant from and parallel with (including extensions and projections) and southerly of the South line of the Easement Property.

(b) The term of the temporary easement shall commence upon execution of this Agreement by Grantor and shall expire upon Grantee's successful, final testing of the pipeline(s) and restoration of the surface of the Easement Property, but in no event later than fifteen (15) years from the date Grantor executed this Agreement.

5. 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.

6. 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.

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 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.

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, 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.

9. 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.

10. Within forty-five (45) days from the date Grantor executed this Agreement, Grantee shall pay the sum of Forty-Nine Thousand Three Hundred Forty-Six and 00/100 Dollars (\$49,346.00) to Grantor as consideration for this Agreement.

11. 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.

12. 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.

13. 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.

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

15. 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.

16. 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.

17. (a) 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.

(b) Shirley C. Butterfield is the sole surviving Trustee of the Butterfield Family Trust, and she has the authority and power to execute this Agreement on behalf of the Trust.

18. 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.

19. Any party may record this Agreement.

DATED: Aug. 9, 99

GRANTOR:

THE BUTTERFIELD FAMILY TRUST

By: Shirley C. Butterfield
Shirley C. Butterfield
Trustee

DATED: 9-13-99

GRANTEE:

JORDAN VALLEY WATER
CONSERVANCY DISTRICT

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

DATED: 8-23-99

APPROVED BY:

UNITED STATES OF AMERICA
DEPARTMENT OF INTERIOR
BUREAU OF RECLAMATION

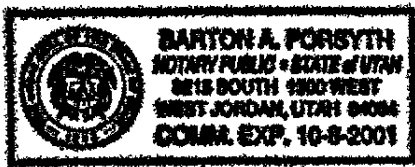
By: Bruce C. Barrett
FW Bruce C. Barrett
Its Provo Area Manager

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

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

The foregoing instrument was acknowledged before me this 9th day of August, 1999, by Shirley C. Butterfield as Trustee of the Butterfield Family Trust.

Commission expires: 10-8-2001

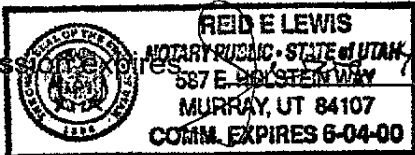


Barton A. Forsyth
NOTARY PUBLIC
Residing in West Jordan, UT

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

The foregoing instrument was acknowledged before me this 13th day of September, 1999, by David G. Ovard as General Manager of the Jordan Valley Water Conservancy District.

Commission Expires 6-4-2000

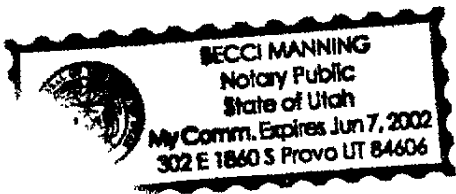


Reid E. Lewis
NOTARY PUBLIC
Residing in SALT LAKE COUNTY, UT.

STATE OF UTAH)
 :SS.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 23rd day of August, 1999, by R. Jay Henric Acting ~~Bruce C. Barrett~~ as Provo Area Manager of the Bureau of Reclamation, Upper Colorado Region, United States Department of Interior.

Commission expires: 6-7-02



Becci Manning
NOTARY PUBLIC
Residing in Spanish Fork

EXHIBIT 1

Two strips of land (Easement Property) eighty feet (80.0') in width in those portions of Grantor's land (Sidwell Nos. 33-21-200-001 and 33-22-100-001) situated in Sections 21 and 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:

1. Beginning at a point that is N 89°55'14" W along the section line 765.18 feet from the GLO brass cap monument at the Northeast corner of said Section 21, from which monument the GLO brass cap monument at the East Quarter corner of said Section 21 bears S 0°15'25" W (basis of bearing); thence S 17°26'24" E 488.33 feet; thence Southeasterly 141.17 feet along the arc of a 500.00 foot radius curve to the left through a central angle of 16°10'38" (chord bears S 25°31'43" E 140.70 feet); thence S 33°37'02" E 168.99 feet; thence Southeasterly 195.26 feet along the arc of a 500.00 foot radius curve to the left through a central angle of 22°22'29" (chord bears S 44°48'16" E 194.02 feet); thence S 55°59'30" E 274.16 feet; thence Southeasterly 159.26 feet along the arc of a 200.00 foot radius curve to the right through a central angle of 45°37'23" (chord bears S 33°10'49" E 155.08 feet); thence S 10°22'07" E 16.14 feet; thence S 44°00'11" E 10.91 feet, more or less, to a point of the East line of said Section 21; thence along said section line S 0°15'25" W 114.63 feet; thence N 44°00'11" W 117.18 feet; thence N 10°22'07" W 40.32 feet; thence Northwesterly 95.55 feet along the arc of a 120.00 foot radius curve to the left through a central angle of 45°37'23" (chord bears N 33°10'49" W 93.05 feet); thence N 55°59'30" W 274.16 feet; thence Northwesterly 226.50 feet along the arc of a 580.00 foot radius curve to the right through a central angle of 22°22'29" (chord bears N 44°48'16" W 225.06 feet); thence N 33°37'02" W 168.99 feet; thence Northwesterly 163.76 feet along the arc of a 580.00 foot radius curve to the right through a central angle of 16°10'38" (chord bears N 25°31'43" W 163.22 feet); thence N 17°26'24" W 513.58 feet, more or less, to a point on the aforesaid North line of Section 21; thence along said section line S 89°55'14" E 83.89 feet to the point of beginning.

Contains 2.80 acres.

2. Beginning on Grantor's North property line at a point that is S 0°15'25" W along the section line 1988.97 feet, more or less, and N 89°47'09" E 1095.95 feet, more or less, 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 N 89°47'09" E 112.54 feet; thence

Southeasterly 226.91 feet along the arc of a 500.00 foot radius curve to the right through a central angle of 26°00'08" (chord bears S 27°56'43" E 224.97 feet); thence S 14°56'40" E 70.82 feet, more or less, to a point on Grantor's East property line; thence S 0°00'12" W 310.15 feet; thence N 14°56'40" W 370.48 feet; thence Northwesterly 232.87 feet along the arc of a 420.00 foot radius curve to the left through a central angle of 31°46'03" (chord bears N 30°49'41" W 229.90 feet); thence N 46°42'42" W 31.40 feet, more or less, to the point of beginning.

Contains 0.86 acre.

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