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 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 WEST JORDAN CITY  
 8000 S REDWOOD RD  
 WEST JORDAN UT 84088  
 BY: KAM, DEPUTY - WI 4 P.

WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Recorder  
 8000 South Redwood Road  
 West Jordan, Utah 84088

**CULINARY WATER AND SANITARY SEWER LINE  
 LOCATION AND USE AGREEMENT**

This Water Line Location and Use Agreement is entered into this 8<sup>th</sup> day of JANUARY, 2007, between the South Jordan Canal Company, a non-profit corporation of Utah (the "Canal Company"), with an address of P.O. Box 951022, South Jordan, Utah 84095, and the City of West Jordan ("City"), located at 8000 South Redwood Road, West Jordan, Utah 84088.

**RECITALS**

A. The Canal Company is the fee simple owner of real property commonly known as the South Jordan Canal (the "Property") situated in Salt Lake County, State of Utah, a portion of which is located in the following described tract of land, to-wit:

The Southeast Quarter of Section 28 and the Northeast Quarter of Section 33, Township 2 South, Range 1 West of the Salt Lake Base and Meridian.

That portion of the Property to be encumbered is more particularly described as follows:

Three strips of land each 10 feet in width for the purpose of a 16-inch culinary water pipe line, a 12-inch culinary water pipe line, and a 15-inch sanitary sewer pipe line, all strips being non-exclusive easements, situate in the Southeast Quarter of Section 28 and the Northeast Quarter of Section 33, Township 2 South, Range 1 West of the Salt Lake Base and Meridian. The centerline of said 10-foot strips are described as follows:

Culinary Water

As shown in Exhibit A, Parcels 1 and 5, attached hereto and made a part hereof;

Sanitary Sewer

As shown in Exhibit A, Parcel 3, attached hereto and made a part hereof;

The above-described parcels contain approximately 990 square feet in area.

The foregoing affects a portion of the following Salt Lake County Sidwell Numbers: 21-28-478-050 and 21-33-227-009.

B. The City desires to obtain an easement over and across the real property described above for the construction, operation, and maintenance of its water lines and sewer line subject to the terms set forth herein.

## TERMS AND CONDITIONS

NOW THEREFORE, in exchange of the mutual promises contained herein and for other good and valuable consideration received, the Canal Company does hereby grant to the City, its successors and assigns, a non-exclusive easement over, under, across, upon and through the Property, subject to and in accordance with the following terms and conditions:

1. The purpose of this Agreement is to allow the City to construct, reconstruct, operate, maintain, repair, replace, enlarge, and remove a 15-inch sewer line, a 16-inch water line, and a 12-inch water line and all necessary or desirable accessories and appurtenances thereto, under the surface of the Property, together with the right of access thereto from the above described lands of Grantor for all activities in connection with the purposes for which this easement has been granted.
2. The City agrees to submit drawings, construction methods, and specifications to the Board of the Canal Company for its approval prior to the commencement of any major construction activities, which approval shall not be unreasonably withheld, conditioned, or delayed.
3. Contractors working on the installation project shall have a minimum of One Million Dollars liability insurance for the project and Workman Compensation Insurance.
4. The City, its successors and assigns, have the sole and continuing responsibility to protect against any obstruction in the flow of canal waters across or through the above-described property directly or indirectly caused by City negligence. The City shall protect and hold harmless the Canal Company from any loss, damage or cause of action of any person whomsoever occasioned by any such obstruction caused directly or indirectly by the City negligence in the flow of canal waters.
5. The City, its successors and assigns, agrees that any excavation activities must be commenced and completed during a period from October 15<sup>th</sup> through April 1<sup>st</sup> unless written permission is obtained from the President of the Canal Company, except in cases requiring emergency repair to correct any situation deemed to be hazardous to the general public, in which case the City shall have the right to perform such repairs and shall inform the Canal Company within 48 hours of the commencement of such emergency repairs.
6. The City shall have the right and obligation to remove or trim all brush, trees and other vegetation that may impede its use of and access to its facilities and the Canal Company agrees not to plant any trees or other vegetation that, in the opinion of the City, will cause a threat of harm to its facilities or access thereto.
7. The Canal Company and the City each agree that should there be a default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing the Agreement, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing suit or otherwise.
8. The address of each party to this agreement is as follows:

South Jordan Canal Company  
P.O. Box 951022  
South Jordan, UT 84095

City of West Jordan  
Attn: City Manager  
8000 South Redwood Road  
West Jordan, UT 84088

9. It is understood that this Agreement constitutes the entire agreement between the parties and shall not be altered or modified by any prior or subsequent oral agreements, except as mutually agreed to in writing.

SOUTH JORDAN CANAL COMPANY

SOUTH JORDAN CANAL COMPANY

By: Larry Jacobson

By: Mark Klotovich

Its: President

Its: Director

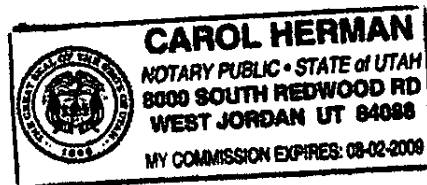
STATE OF UTAH )  
 )ss.  
County of Salt Lake )

On this 8th day of January 2007, personally appeared before me Larry Jacobson and MARK M. KLOTOVICH of SOUTH JORDAN CANAL COMPANY, and who by me duly affirmed did say that they are the PRESIDENT and DIRECTOR respectively, of SOUTH JORDAN CANAL COMPANY, and that said document was signed on behalf of SOUTH JORDAN CANAL COMPANY by authority, and SOUTH JORDAN CANAL COMPANY executed the same.

Carol Herman  
Notary Public

Residing At: Salt Lake Co. Utah

My commission expires: 08-02-2009

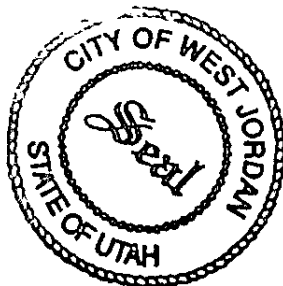


CITY OF WEST JORDAN

ATTEST

David B. Newton  
David B. Newton, Mayor

Melanie Briggs  
Melanie Briggs, City Recorder



## EXHIBIT A

Five (5) 3.048m (10-foot) wide easement parcels which are the full width (east to west) of the South Jordan Canal, owned in fee simple by the South Jordan Canal Company, the centerline of each of the five (5) easements is parallel to the North Section line of Section 33, T.2S, R.1W at the following offsets:

### Parcel 1) West Jordan's 400 mm Culinary Water Line

The centerline is 14.176m (46.518 feet) Southerly offset of Section 33 North section line, containing an area of approximately 30.658 square meters (330 square feet).

### Parcel 2) UDOT's Fiber Optic Conduits

The centerline is 12.300m (40.354 feet) Southerly offset of Section 33 North section line, containing an area of approximately 30.658 square meters (330 square feet).

### Parcel 3) West Jordan's 375 mm Sanitary Sewer Line

The centerline is 5.700m (18.701 feet) Southerly offset of Section 33 North section line, containing an area of approximately 30.658 square meters (330 square feet).

### Parcel 4) Jordan Valley Water Conservancy District's 600 mm Water Line

The centerline is 8.205m (26.919 feet) Northerly offset of Section 33 North section line, containing an area of approximately 30.658 square meters (330 square feet).

### Parcel 5) West Jordan's 300 mm Culinary Water Line

The centerline is 14.1546m (46.439 feet) Northerly offset of Section 33 North section line, containing an area of approximately 30.658 square meters (330 square feet).