

WHEN RECORDED MAIL TO:  
Jordan Valley Water  
Conservancy District  
Attn: Paul Rowley  
8215 South 1300 West  
P. O. Box 70  
West Jordan, UT 84088-0070



\*W2288685\*

EN 2288685 PG 1 OF 10  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
30-AUG-07 815 AM FEE \$1.00 DEP LF  
REC FOR: JORDAN VALLEY WTR CONSV

[PARCEL ID #~~080340004~~]  
[PARCEL ID #~~080290040~~]

### PIPELINE AGREEMENT

This Agreement is made between Canterbury Crossing Investments, L.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 water pipeline(s) and associated water system equipment and facilities (collectively referred to as "Pipelines") within the lands of Grantor; and,
- 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.

JVWCD NO. 3490

D. Grantee also desires to obtain from Grantor, and Grantor is willing to grant to Grantee, a temporary easement and temporary right-of-way on, over, under, across, and through the lands of Grantor, consistent with the terms set forth in this Agreement, for the staging, mobilization, and construction of Grantee's Facilities.

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 for the construction, installation, operation, maintenance, repair, inspection, removal, and replacement of the Pipelines. The description of the right-of-way is identical to the description of the Easement Property in Exhibit 1.
3. Grantor hereby grants to Grantee a non-exclusive, temporary easement on, over, across, and through the lands of Grantor for the staging, mobilization, and construction of Grantee's Pipelines. The temporary easement is described on attached Exhibit 2 and is referred to as the "Temporary Easement Property."
4. Grantor hereby grants to Grantee a non-exclusive, temporary right-of-way on, over, across, and through the Temporary Easement Property for vehicular and pedestrian

access, ingress, and egress to and from adjacent property for the staging, mobilization, and construction of Grantee's Pipelines. The description of the temporary right-of-way is identical to the description of the Temporary Easement Property in Exhibit 2.

5. The term of the temporary easement and the temporary right-of-way shall begin upon commencement of construction of the Pipelines within the Easement Property, and it shall expire upon Grantee's successful, final testing of the Pipelines and restoration of the surface of the Easement Property, but in no event shall the term extend longer than one (1) year from the date Grantee commences construction of the Pipelines within the Easement Property.

6. 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.

7. 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 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.

8. 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.

9. 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 thirty (30) days from the date of completion of Grantee's successful, final testing of the Pipelines.

10. (a) Grantor shall have and maintain the right to occupy and use the surface of the Easement Property, subject to the terms and condition of this Agreement.

(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, which consent shall not be unreasonably withheld, conditioned or delayed.

(e) Grantor may cross or cover the Easement Property with sidewalks, curbs and gutters, asphalt roadways, driveways, storm drain pipeline, or other similar non-permanent improvements, but only upon the prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned, or delayed.

11. Grantor shall not grant additional easements, licenses or right-of-ways within the Easement Property without the prior written consent of the Grantee, which consent shall not be unreasonably withheld, conditioned, or delayed. 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. Grantee shall have no right to grant additional easements, licenses or rights-of-way within the Easement Property.

12. If Grantor dedicates, sells, or otherwise grants property, including the surface of the Easement Property, to West Haven City for use as a public trail, then the City, with the prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned, or delayed, may construct, operate, and maintain surface improvements consistent with a public trail.

13. Within ten (10) days from the date Grantor executed this Agreement, Grantee shall pay the sum of Five Hundred Twenty Four Thousand, Five Hundred Dollars (\$524,500.00) to Grantor as consideration for this Agreement.

14. Grantee, upon notice to Grantor or to its successors or assigns, may assign this Agreement, any of its rights under this Agreement, and the right-of-way and/or easements granted it by this Agreement.

15. Grantor represents 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.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. This Agreement may not be recorded by Grantee until Grantee has tendered to Grantor the payment contemplated by paragraph 13 of this Agreement.

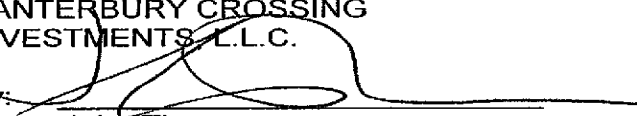
"Grantor":

CANTERBURY CROSSING  
INVESTMENTS L.L.C.

Dated:

8/29/07

By:

  
John Thomas  
Manager

"Grantee":

JORDAN VALLEY WATER  
CONSERVANCY DISTRICT

Dated:

Aug. 29, 2007

By:



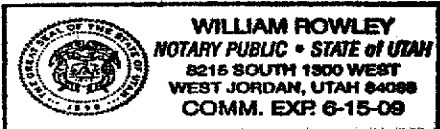
Its:

Gen. Manager

STATE OF UTAH )  
 :ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 29 day of August, by John Thomas as Manager of Canterbury Crossing Investments, L.L.C.

Commission expires: 6/15/09

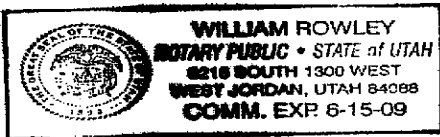


William Rowley  
NOTARY PUBLIC  
Residing in West Jordan, UT

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

The foregoing instrument was acknowledged before me this 29 day of August, by Richard P. Bay as General Manager of the Jordan Valley Water Conservancy District.

Commission expires: 6/15/09



William Rowley  
NOTARY PUBLIC  
Residing in West Jordan, UT



## EXHIBIT 1

## DESCRIPTION OF THE EASEMENT PROPERTY

A strip of land (Easement Property) fifty feet (50') in width in those portions of Grantor's land (Sidwell No.080340004 and 080290040) situated in Section 3, Township 5 North, Range 2 West, Salt Lake Base and Meridian, in Weber County, State of Utah. The land (Easement Property) being more particularly described as follows:

Beginning at a point on the North Line of 4000 South Street (SR-37) as it exists at a 33.00 foot half-width and 10.00 feet perpendicularly distant Easterly from the Easterly line of Layton Canal located 468.41 feet North 89°23'54" West along the Section Line; and North 0°36'06" East 33.00 feet from the South Quarter Corner of said Section 3; and running thence parallel to and being 10.00 feet perpendicularly distant Easterly from said Easterly line of Layton Canal the following three courses: North 0°35'48" East 128.43 feet to a point of curvature; 93.18 feet Northeasterly along the arc of a 140.00 foot Radius curve to the right through a Central Angle of 38°08'00" (Long Chord bears North 19°39'48" East 91.47 feet) to a point of tangency; and North 38°43'48" East 1035.71 feet; thence North 8°07'48" East 267.23 feet to and along said Easterly line to a point on the South line of Honey Acres Subdivision as recorded with the office of the Weber County Recorder; thence South 89°20'45" East 50.43 feet along said South line; thence South 8°07'48" West 287.47 feet; thence South 38°43'48" West 1049.38 feet to a point of curvature; thence 59.90 feet Southwesterly along the arc of a 90.00 foot Radius curve to the left through a Central Angle of 38°08'00" (Long Chord bears South 19°39'48" West 58.80 feet to a point of tangency; thence South 0°35'48" West 128.44 feet to the North line of 4000 South Street (SR-37) as it exists at a 33.00 foot half-width; thence North 89°23'54" West 50.00 feet to the point of beginning.

08-029-0043, 0040 ✓

Contains 76,243 sq. ft.  
or 1.750 acres

## EXHIBIT 2

## DESCRIPTION OF THE TEMPORARY EASEMENT PROPERTY

A strip of land (Temporary Easement Property) in those portions of Grantor's land (Sidwell No.080340004 and 080290040) situated in Section 3, Township 5 North, Range 2 West, Salt Lake Base and Meridian, in Weber County, State of Utah. The land (Temporary Easement Property) being more particularly described as follows:

A ten foot (10.0') wide temporary easement, the west line of which is ten feet (10.0') distant from and parallel with (including extensions and projections) and westerly of the west line of the Easement Property.