

7815850

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

7815850
02/07/2001 03:01 PM NO FEE
Book - 8422 Pg - 4274-4282
BRADLEY A SNOW
CHIEF DEPUTY RECORDER, SL CO, UT
JORDAN VALLEY WATER
CONSERVANCY DISTRICT
8215 S 1300 W
WEST JORDAN UT 84018
BY: KCC, DEPUTY - WI 9 P.

[PARCEL ID #26-36-300-001]

PIPELINE AGREEMENT

THIS AGREEMENT is made between Wood Enterprises, Inc., a Utah corporation qualified to do business and doing business in the State of Utah ("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,

JVWCD NO. 2000CI051A-9

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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.

TERMS:

For good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, 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 shall grant to Grantee, as set forth in subparagraph 4(b), temporary construction easement for access, ingress and egress to and from the

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or 8422

Easement Property, and to do all things reasonably necessary for the construction, installation and placement of the Pipelines. The temporary easement is described in attached Exhibit 1 and is referred to as the "Temporary Easement."

(b) The term of the Temporary Easement shall begin thirty (30) days from the date Grantee communicates to Grantor (the "Notice") its intention to begin construction and installation of the Pipelines within the Easement Property. The Notice to Grantor shall be in writing and it shall be given by personal delivery or by certified mail, with return receipt requested, at the following address:

Wood Enterprises
~~6510 Darby Avenue~~ P.O. Box 80682 *54P*
Las Vegas, NV ~~89146-6518~~ 89180-0682

The Notice shall be effectively communicated, and the initial thirty (30) day period begin to run, on the third business day following the date the Notice is received by Grantor. The term of the Temporary Easement shall expire on the first to occur of the following: (i) upon Grantee's successful, final testing of the Pipelines and restoration of the surface of the Easement Property; or (ii) one (1) year following the date this Agreement was executed by Grantor.

5. (a) 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 or other seed as reasonably directed by Grantor, and otherwise restore the land as near as reasonably possible to its pre-construction condition.

(b) If construction and installation of the Pipelines occurs during the irrigation season and interferes with Grantor's or its lessee's ability to irrigate Grantor's lands, Grantee shall provide a means of irrigating Grantor's land until Grantee's successful, final testing of the Pipelines and restoration of the surface of the Easement Property. Any temporary means of irrigating Grantor's lands shall be provided by Grantee to the reasonable satisfaction of Grantor.

(c) If, at the time of the construction and installation of the Pipelines, Grantor or its lessee is raising crops within the Easement Property, Grantee shall pay to Grantor or its lessee the reasonable value of any crops lost or damaged resulting from Grantee's actions within, and use of, the Easement Property.

(d) If settlement occurs above the trench and excavation area within two (2) years following Grantee's successful, final testing of the Pipelines and restoration of the surface of the Easement Property for Grantee's Pipelines, Grantee shall fill the settled areas and otherwise restore Grantor's property to its pre-construction condition to the reasonable satisfaction of Grantor.

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, which consent shall not be unreasonably withheld.

(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 shall not be unreasonably withheld.

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 One Hundred and 00/100 Dollars (\$100.00) and other valuable consideration 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. An assignment by Grantee of this Agreement, any of its rights under this Agreement, and the right-of-way and/or easements granted it by this Agreement shall not relieve Grantee of any of the provisions, terms and conditions of this Agreement.

12. (a) 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.

(b) Notwithstanding paragraph 12(a), Grantor acknowledges that it currently is leasing the surface of its lands, including the Easement Property, to Phillip Jones. A copy of the lease agreement has been provided to Grantee by Grantor.

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

14. 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.

15. 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.

16. 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.

17. 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.

18. Any party may record this Agreement.

DATED: 12/20/00

GRANTOR:

WOOD ENTERPRISES, INC.

By: [Signature]

Its: PRESIDENT

DATED: 1/2/01

GRANTEE:

JORDAN VALLEY WATER
CONSERVANCY DISTRICT

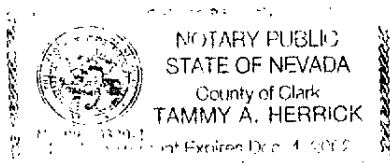
By: [Signature]

Its: General Manager

STATE OF NEVADA)
)
) :ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this 20th day of December, 2000, by JESSE C. PAULK as PRESIDENT of Wood Enterprises, Inc.

Commission expires: 12-04-02

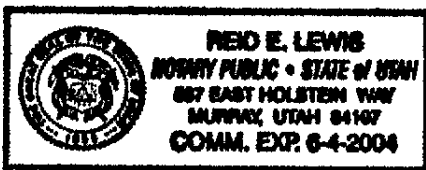


Tammy A. Herrick
NOTARY PUBLIC
Residing in LAS VEGAS, NEVADA

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

The foregoing instrument was acknowledged before me this 2^d day of JANUARY, 2000, by DAVID G. OULDS as General Manager of the Jordan Valley Water Conservancy District.

Commission expires: JUNE 4, 2004



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

EXHIBIT 1

A strip of land (Easement Property) twenty feet (20') in width in those portions of Grantor's land (Sidwell No. 26-36-300-001) situated in Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, State of Utah. The land (Easement Property) being more particularly described as follows:

Easement Description:

A 20 foot wide permanent pipeline easement described as being 10 feet each side of a centerline beginning at a point on the East Right-Of-Way line of 5600 West Street, said point being South 89°55'08" East, 40.0 feet; thence North 43.0 feet from the Southwest Corner of Section 36, Township 3 South, Range 2 West, Salt Lake Base & Meridian; thence along the easement centerline South 89°55'08" East, 735.0 feet to the East property line of the Wood Enterprises, Inc. property. Containing 0.34 Acres, more or less.

Temporary Construction Easement:

A 20 foot wide temporary construction easement lying on the North side of, and adjacent to the Easement Property. Containing 0.34 Acres, more or less.