

WHEN RECORDED MAIL TO:  
Jordan Valley Water Conservancy  
District  
Attn: Property Manager  
8215 South 1300 West  
West Jordan, Utah 84088



ENT 2982:2015 PG 1 of 9  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2015 Jan 14 1:08 pm FEE 0.00 BY SS  
RECORDED FOR JORDAN VALLEY WATER CONSERV

[PARCEL ID #58-005-0015]

### PIPELINE AGREEMENT

This Agreement is made as of the 13 day of January, 2015 (the "Effective Date"), between Westerly Properties, LLC and Paul Walker Hardman, Trustee of the family trust portion of the W&E Hardman Trust dated January 28th, 1992, and all successor trustees consistent with said Trust documents (collectively, "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 as defined in this Agreement; 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 defined lands of Grantor, consistent with the terms set forth in this Agreement.

JVWCD NO. CPP-3860:15:E

TERMS:

The parties agree as follows:

1. (a) Grantor hereby grants to Grantee an exclusive permanent easement in, on, under, across and through the lands of Grantor as described in Exhibit 1 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".

(b) Grantor believes it holds fee title to a thirty three (33) foot wide Utah County roadway that adjoins the entire east side of the Easement Property. If, within ninety (90) calendar days following the Effective Date of this Agreement, Grantor can demonstrate to the reasonable satisfaction of Grantee that Grantor holds undisputed fee title to the real property within the roadway (referenced in that certain Warranty Deed recorded on November 27, 1915, as Entry No. 6601:1915 of the official records of the Utah County Recorder) as is adjacent to the entire east side of the Easement Property, then (i) the parties shall amend the legal description of the Easement Property to read as follows: BEGINNING at the southeast corner of the Northwest Quarter of Section 35, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°32'21" West 33.50 feet along the south line of said Northwest Quarter to a point 33.50 feet perpendicularly distant westerly from the east line of said Northwest Quarter; thence North 00°06'01" West 1,138.96 feet parallel with said east line to the southwesterly boundary of the former Utah & Salt Lake Railroad right of way, now owned by the United States of America recorded as Entry Number 33539:1988; thence southeasterly 80.71 feet along a

1,196.28 feet radius non-tangent curve to the left through a central angle of 03°51'56" and a long chord of South 38°23'25" East 80.69 feet to a point 16.50 feet perpendicularly distant easterly from the east line of said Northwest Quarter; thence South 00°06'01" East 1,075.32 feet parallel with said east line to the south line of the Northeast Quarter of said Section 35; thence South 89°33'07" West 16.50 feet along said south line to the POINT OF BEGINNING, containing 55,320 square feet or 1.270 acres; and, (ii) Grantee shall re-record this Agreement with the amended legal description of the Easement Property.

2. Grantor hereby 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 owned by other property owners, 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. 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.

5. 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.

6. 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 demand from Grantor or by the date of completion of Grantee's successful, final testing of the Pipelines.

7. (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 within a reasonable amount of time by Grantor from the Easement Property.

(c) Grantor shall not plant or cause trees or shrubs to be planted or to grow 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.

8. 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, which consent shall not be unreasonably withheld. 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.

9. Within forty-five (45) days from the date Grantor executed this Agreement, Grantee shall pay the sum of Forty Six Thousand One Hundred and 00/100 Dollars (\$46,100.00) to Grantor as consideration for this Agreement.

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. Grantor is not aware 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.

12. This Agreement anticipates use of the Easement Property by Grantee for its Pipelines.

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.

"Grantor":

Paul Walker Hardman, Trustee of the family trust portion of the W&E Hardman Trust dated January 28th, 1992

Dated: 1-8-15 Paul W Hardman

"Grantor":

Westerly Properties, LLC

Dated: 1-8-15 By: Paul W Hardman  
Its: Manager

"Grantee":

Jordan Valley Water Conservancy District

Dated: 1-13-2015 By: Richard P. Bay  
Its: General Manager/CEO

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

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of January, 2015, by Paul Walker Hardman, Trustee of the family trust portion of the W&E Hardman Trust dated January 28th, 1992.

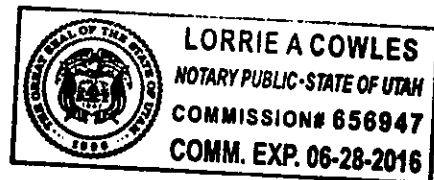
Lorrie A Cowles  
NOTARY PUBLIC



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

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of January, 2015, by Paul W Hardman as Manager of Westerly Properties, LLC.

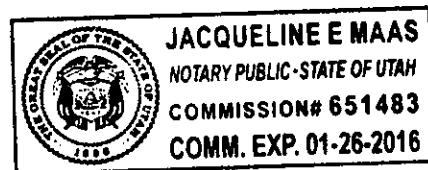
Lorrie A Cowles  
NOTARY PUBLIC



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

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of January 2015, by Richard P. Bay as General Manager of the Jordan Valley Water Conservancy District.

Jacqueline E. Maas  
NOTARY PUBLIC





## EXHIBIT 1

## DESCRIPTION OF THE EASEMENT PROPERTY

Serial ID: 58:005:0015

Parcel No: CPP-3860:15:E

A 50-foot wide permanent easement being part of an entire tract being located in the Southeast Quarter of the Northwest Quarter of Section 35, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah, described as follows:

COMMENCING at the southeast corner of the Northwest Quarter of Section 35, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°32'21" West 16.50 feet along the south line of said Northwest Quarter to the point of BEGINNING and running thence and continuing along said south line South 89°32'21" West 50.00 feet to a point 66.50 feet perpendicularly distant westerly from the east line of said Northwest Quarter; thence North 00°06'01" West 1135.34 feet parallel with said east line to the southerly boundary of the Utah County parcel recorded as Entry Number 4319:1928; thence South 41°30'00" East 75.61 feet along said southerly boundary to a point on the westerly boundary of the Utah County parcel recorded as Entry Number 6601:1915, said point being 16.50 feet perpendicularly distant westerly from said east line; thence South 00°06'01" East 1078.32 feet parallel with said east line and along said westerly boundary to the point of BEGINNING, containing 55343 square feet or 1.270 acres.