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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
JORDAN VALLEY WATER
CONSERVANCY DISTRICT
8215 S 1300 W
WEST JORDAN UT 84088
BY: BRR, DEPUTY - WI 11 P.

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

[PARCEL ID #28-13-300-003]

PIPELINE AGREEMENT

This Agreement is made between David L. Evans, as Trustee of the Charles H. and Katherine K. Horman Irrevocable Descendants Trust, and Charles H. Horman, as Trustee of the M. Gordon and VeeDrienne H. Johnson Irrevocable Descendants Trust, (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 lands to which David L. Evans, as Trustee of the Charles H. and Katherine K. Horman Irrevocable

Descendants Trust, owns and holds an undivided one-half interest, and to which Charles H. Horman, as Trustee of the M. Gordon and VeeDienne H. Johnson Irrevocable Descendants Trust, owns and holds a one-half undivided interest;

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, which Grantee will use for a diversion structure and appurtenant facilities for water from Middle Fork of Dry Creek consistent with the terms set forth in this Agreement; and,

D. Once the diversion structure and appurtenant facilities are constructed and operational, the District does not intend to discharge, divert, or place water to, through or into the ditch owned by Draper Irrigation Company running between the Middle Fork drainage and the South Fork drainage of Dry Creek, and the District would not object if the ditch were abandoned and filled-in.

TERMS:

The parties agree as follows:

1. Grantor hereby 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 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, 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. (a) Grantor hereby grants to Grantee a temporary construction easement in, on, over, under, across, and through the lands of Grantor for vehicular and pedestrian access, ingress, and egress to and from adjacent property, and for staging and storage of construction equipment and materials. The easement is described in attached Exhibit 2 and it is referred to in this Agreement as the "Temporary Construction Easement." The Temporary Construction Easement shall expire without further notice or condition upon the first to occur of the following: (i) July 1, 2012; or, (ii) thirty (30) days from the date of completion of Grantee's successful, final testing of the Pipelines.

(b) Before the expiration of the Temporary Construction Easement, Grantee, at its sole expense, shall refill all excavations made by Grantee and grade the soil to match adjacent contours.

(c) Grantor shall have and maintain the right to occupy and to use the Temporary Construction Easement, consistent with the terms of the Agreement.

4. Grantee may place in the Easement Property such air vents, water vents, valves, diversionary structures, and other facilities it deems necessary for the normal operation and maintenance of the Pipelines.

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 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 and grade the soil to match adjacent contours.

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 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 easements granted under this Agreement or otherwise violates the terms of this Agreement. Upon written notice from Grantee, any prohibited structure shall be removed immediately by Grantor from the Easement Property.

(c) Grantor shall not plant or allow trees or shrubs which would contact or interfere with Grantee's Pipelines or Grantee's use of the right-of-way and easements granted in this Agreement.

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

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 denied, delayed or conditioned. 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 executes this Agreement, Grantee shall pay the sum of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) to Grantor as consideration for this Agreement and for use and restoration of Grantor's real property.

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 warrants that, to the best of its knowledge, 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 or in the Temporary Construction Easement.

12. 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.

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 that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.

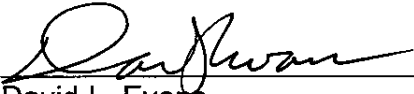
17. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

18. Any party may record this Agreement.

"Grantor":

David L. Evans, as Trustee of the Charles H. and Katherine K. Horman Irrevocable Descendants Trust.

Dated: May 3, 2011


David L. Evans

"Grantor":

Charles H. Horman, as Trustee of the M. Gordon and VeeDrienne H. Johnson Irrevocable Descendants Trust.

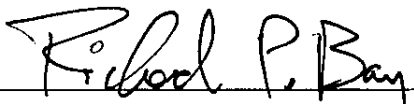
Dated: May 3, 2011


Charles H. Horman

"Grantee":

Jordan Valley Water Conservancy District

Dated: May 16, 2011

By: 
Its: General Manager

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

The foregoing instrument was acknowledged before me this 3rd day of May, 2011, by David L. Evans, as Trustee of the Charles H. and Katherine K. Horman Irrevocable Descendants Trust.

Commission expires: 2/18/15

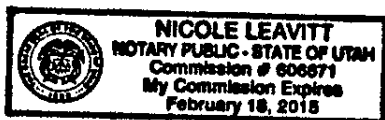


Nicole Leavitt
NOTARY PUBLIC
Residing in Salt Lake County

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Charles H. Horman, as Trustee of the M. Gordon and VeeDrienne H. Johnson Irrevocable Descendants Trust.

Commission expires: 2/18/15

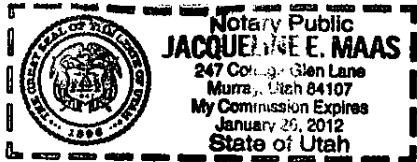


Nicole Leavitt
NOTARY PUBLIC
Residing in Salt Lake County

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

The foregoing instrument was acknowledged before me this 16th day of May, 2011, by Richard P. Bay as General Manager of the Jordan Valley Water Conservancy District.

Commission expires: 1-26-2012



Jacqueline E. Maas
NOTARY PUBLIC
Residing in Murray, UT

EXHIBIT 1

DESCRIPTION OF THE EASEMENT PROPERTY

A PERMANENT PIPELINE AND DIVERSION STRUCTURE EASEMENT FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF A NEW PIPELINE AND DIVERSION STRUCTURE WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT N00°54'03"E 158.74 FEET AND EAST 7.96 FEET FROM THE EAST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING A POINT ON THE SOUTH LINE OF AN EXISTING 20 FOOT WIDE PIPELINE EASEMENT AND RUNNING THENCE N74°37'17"E 13.07 FEET TO THE SOUTHEAST CORNER OF SAID PIPELINE EASEMENT; THENCE N01°15'19"E ALONG THE EAST LINE OF SAID PIPELINE EASEMENT 38.25 FEET; THENCE S21°06'48"E 19.84 FEET TO A 55.38 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, CENTER POINT BEARS N68°59'46"E, THENCE ALONG SAID ARC 29.20 FEET, (CHORD BEARS S36°06'34"E 28.86 FEET) TO A 286.29 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, CENTER POINT BEARS N36°06'25"E, THENCE ALONG SAID ARC 62.09 FEET (CHORD BEARS S60°06'23"E 61.97 FEET); THENCE N72°29'28"E 27.58 FEET; THENCE S66°28'22"E 4.57 FEET; THENCE S62°59'30"E 29.08 FEET; THENCE S54°51'19"E 35.85 FEET; THENCE S45°31'13"E 9.63 FEET; THENCE S00°36'45"E 5.38 FEET; THENCE S41°03'36"E 100.16 FEET; THENCE S48°45'09"W 84.56 FEET; THENCE N41°03'13"W 49.87 FEET; THENCE N08°14'16"E 63.02 FEET TO A 175.47 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, CENTER POINT BEARS S45°22'11"W, THENCE ALONG SAID ARC 45.98 FEET (CHORD BEARS N52°08'16"W 45.85 FEET) TO A 6140.87 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, CENTER POINT BEARS N25°15'29"E, THENCE ALONG SAID ARC 66.61 FEET (CHORD BEARS N64°25'52"W 66.61 FEET) TO A 271.40 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, CENTER POINT BEARS N26°12'37"E, THENCE ALONG SAID ARC 47.10 FEET (CHORD BEARS N58°49'06"W 47.04 FEET); THENCE N51°35'18"W 33.09 FEET TO THE POINT OF BEGINNING.

CONTAINS 13,115.09 SQ. FT. or 0.30 ACRES

EXHIBIT 2

DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENTS

A TEMPORARY CONSTRUCTION EASEMENT FOR THE PURPOSE OF CONSTRUCTION OF A NEW PIPELINE AND DIVERSION STRUCTURE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 1.3, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN OVER AND THROUGH LAND OWNER, DAVID L. EVANS, ET AL. PARCEL ID 28-13-300-003 SHOWN.

BEGINNING AT A POINT THE ON THE SECTION LINE S00°25'29"W 43.58 FEET FROM THE EAST QUARTER CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N75°41'00"E 117.15 FEET; THENCE N39°51'41"E 93.19 FEET; THENCE S08°14'16"W 63.02 FEET; THENCE S41 °03'13"E 49.87 FEET; THENCE N48°45'Q9"E 84.56 FEET; THENCE N41°03'36"W 100.15 FEET; THENCE N00°36'45"W 5.38 FEET; THENCE N83°42'10"E 20.10 FEET; THENCE S41 °05'12"E 112.80 FEET; THENCE S48°47'19"W 138.63 FEET; THENCE N55°57'59"W 82.23 FEET; THENCE S75°41'00"W 120.26 FEET; THENCE N00°25'29"E 20.68 FEET TO THE POINT OF BEGINNING.

CONTAINS 11,791.45 SQ. FT. or 0.27 ACRES.