

9639658

WHEN RECORDED MAIL TO:

Jordan Valley Water
Conservancy District
Attn: Lorrie Fox
8215 South 1300 West
P. O. Box 70
West Jordan, UT 84088-0070

9639658

2/16/2006 12:16:00 PM \$43.00
Book - 9256 Pg - 2377-2392
Gary W. Ott
Recorder, Salt Lake County, UT
MERRILL TITLE
BY: eCASH, DEPUTY - EF 16 P.

PARCEL ID #26-09-300-001
#26-10-300-001

PIPELINE AGREEMENT

This Agreement is made this 10th day of February, 2006 ("Execution Date"), between The R. Lamar & Vicky R. Jones Revocable Living Trust, Dated April 17, 2000 (referred to as "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 within them;
- B. Grantee intends to install water system equipment and facilities, including cathodic protection facilities and corrosion test stations (collectively referred to as "Facilities") on the surface of and beneath the lands of Grantor, as part of a nearby pipeline project;

JVWCD NO. 05CI060C

JONES R LAMAR & VICKY R PPL AEP.doc - K987 - 01/25/06

C. Grantee desires to obtain from Grantor, and Grantor is willing to grant to Grantee, a perpetual Facilities easement together with a right-of-way in, on, over, under, beneath, over, across, and through the lands of Grantor, consistent with the terms set forth in this Agreement; and,

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, 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 a permanent easement in, on, under, beneath, over, across, and through the lands of Grantor for the construction, installation, operation, maintenance, repair, inspection, removal, and replacement of Facilities, including those Facilities which may extend 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 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 Facilities. 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 Facilities. 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 on the Execution Date, and the term shall expire without further notice or condition six (6) months following that date.

6. Grantee may place in the Easement Property, both beneath the surface and above-ground, such Facilities and other structures and equipment as it deems necessary for the normal operation and maintenance of its pipelines and related water works equipment.

7. During initial construction and installation of the Facilities, 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 Facilities, Grantee, at its sole expense, shall refill all excavations made by Grantee, grade and replace soil within the Easement Property and the Temporary Easement Property, and otherwise restore the land as near as reasonably possible to its pre-construction condition.

8. (a) Any damage caused by Grantee to Grantor's land resulting from the reconstruction, operation, repair, replacement, and maintenance of Grantee's Facilities shall be repaired as near as reasonably possible to its pre-construction condition.

(b) Notwithstanding any provision of this Agreement to the contrary, Grantee shall not be liable to Grantor for any loss or damage of any kind to any crops, grasses, or other agricultural items and products.

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 Facilities. 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 Facilities.

10. (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-ways and/or easements 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 within the Easement Property.

(d) Following construction of the Facilities, 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 withheld.

11. Neither Grantor nor Grantee shall grant after the Execution Date 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 Facilities and to ensure protection of the Facilities following construction.

12. Within forty-five (45) days from the date Grantor executed this Agreement, Grantee shall pay the sum of Seventeen Thousand and 00/100 Dollars (\$17,000.00) to Grantor as consideration for this Agreement.

13. Grantee may assign this Agreement, any of its rights under this Agreement, and the right-of-ways and/or easements granted it by this Agreement.

14. 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.

15. This Agreement anticipates use of the Easement Property by Grantee for its Facilities. Grantee hereby is given the right to use the Easement Property for buried

electrical and utility lines necessary to operate its Facilities or related facilities as it deems appropriate.

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 hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities shown.

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. Any party may record this Agreement.

"Grantor":

THE R. LAMAR & VICKY R. JONES
REVOCABLE LIVING TRUST, DATED
APRIL 17, 2000

By: *R. Lamar Jones Trustee*
R. Lamar Jones
Its: Trustee

By: *Vicky R. Jones Trustee*
Vicky R. Jones
Its: Trustee

"Grantee":

JORDAN VALLEY WATER
CONSERVANCY DISTRICT

By: *Dale F. Gardiner*
Dale F. Gardiner
Its Chair

STATE OF OREGON)
) :SS.
COUNTY OF UMATILLA)

The foregoing instrument was acknowledged before me this 10th day of February, 2006, by R. Lamar Jones, as Trustee of The R. Lamar & Vicky R. Jones Revocable Living Trust, Dated April 17, 2000.

Commission expires: 8-5-09

Klynn R. Myers
NOTARY PUBLIC
Residing in Pendleton

STATE OF OREGON)
) :SS.
COUNTY OF UMATILLA)



The foregoing instrument was acknowledged before me this 10th day of February, 2006, by Vicky R. Jones, as Trustee of The R. Lamar & Vicky R. Jones Revocable Living Trust, Dated April 17, 2000.

Commission expires: 8-5-09

Klynn R. Myers
NOTARY PUBLIC
Residing in Pendleton

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



The foregoing instrument was acknowledged before me this 14 day of February, 2006, by Dale F. Gardiner as Chair of the Jordan Valley Water Conservancy District.

Commission expires: 01-01-07

Dale F. Gardiner
NOTARY PUBLIC
Residing in Salt Lake County

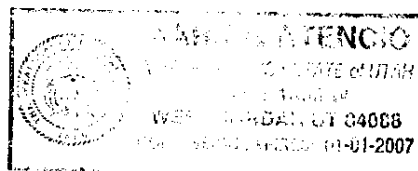


EXHIBIT 1
DESCRIPTION OF THE EASEMENT PROPERTY

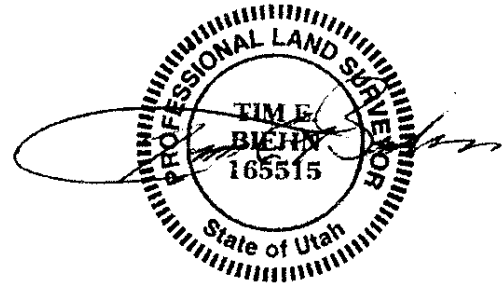
RBB

ROBINSON, BIEHN & BIEHN, INC.

Professional Land Surveyors
5330 South 900 East, Suite 120
Salt Lake City, Utah 84117-7261
(801) 266-1118 • (801) 262-5814 Fax

Lee E. Robinson, PLS
Ted M. Biehn, PLS
Tim E. Biehn, PLS

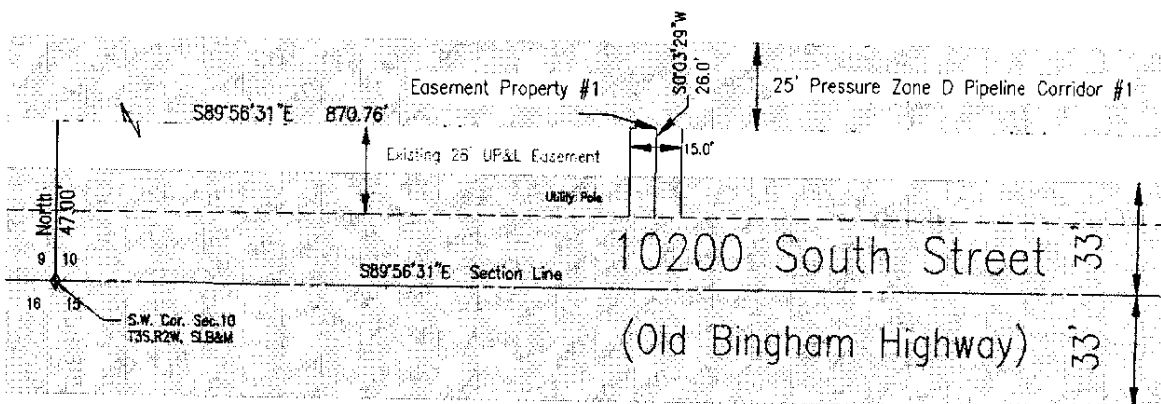
January 9, 2006
Project: Pressure Zone D Pipeline
Easement Property #1



Easement Property #1

A 15 foot wide strip of land with the side lines being 7.5 feet on each side of the following described centerline, said strip of land is located in the Southwest Quarter of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, and being more particularly described as follows.

Beginning at a point on the South line of a 25 foot waterline corridor, said line also being the North line of an existing 26 foot wide Utah Power and Light easement, said point of beginning being North 47.00 feet and S89°56'31"E 870.76 feet from a monument at the Southwest corner of said Section 10, said monument bears N89°56'31"W 2648.19 feet from a monument at the South Quarter corner of said Section 10 (basis of bearing); thence S0°03'29"W 26.0 feet to the South line of said Utah Power and Light Easement. Contains 390 ft² (0.00895 acre).



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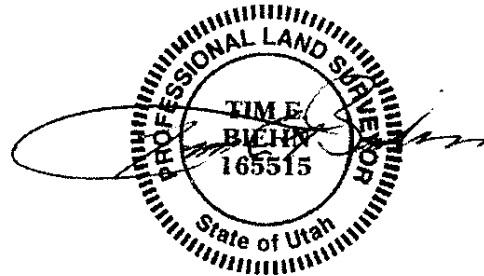
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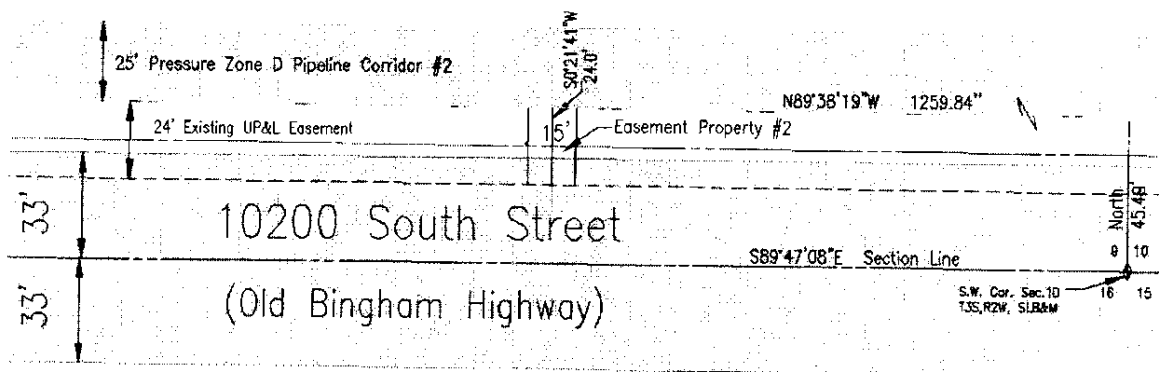
January 9, 2005
Project: Pressure Zone D Pipeline
Easement Property #2



Easement Property #2

A 15 foot wide strip of land for a corrosion test station easement with the side lines being 7.5 feet on each side of the following described centerline, said strip of land is located in the South half of Section 9, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, and being more particularly described as follows.

Beginning at a point on the South line of a 25 foot waterline corridor, said line also being the North line of an existing 24 foot wide Utah Power and Light easement, said point of beginning being North 45.49 feet and N89°38'19"W 1259.84 feet from a monument at the Southeast corner of said Section 9, said monument bears S89°47'08"E 5271.46 feet from a bolt-in-pipe monument at the Southwest corner of said Section 9 (basis of bearing); thence S0°21'41"W 24.00 feet to the South line of said Utah Power and Light Easement. Contains 360 ft² (0.00826 acre).



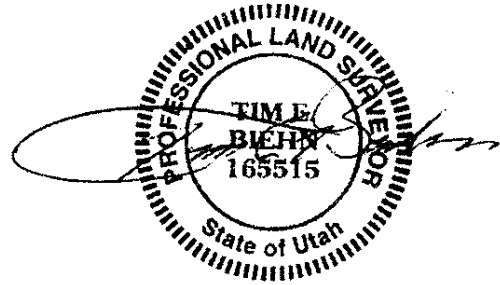
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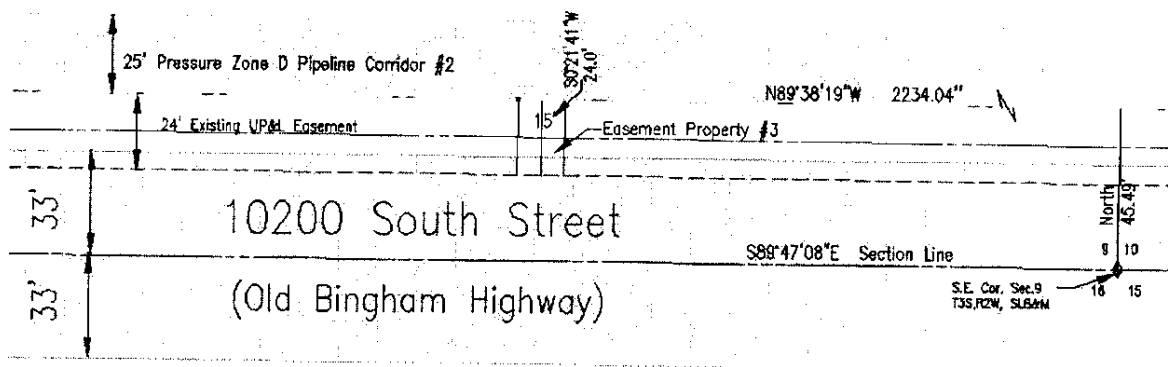
January 9, 2006
Project: Pressure Zone D Pipeline
Easement Property #3



Easement Property #3

A 15 foot wide strip of land for a corrosion test station easement with the side lines being 7.5 feet on each side of the following described centerline, said strip of land is located in the South half of Section 9, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, and being more particularly described as follows.

Beginning at a point on the South line of a 25 foot waterline corridor, said line also being the North line of an existing 24 foot wide Utah Power and Light easement, said point of beginning being North 45.49 feet and N89°38'19"W 2234.04 feet from a monument at the Southeast corner of said Section 9, said monument bears S89°47'08"E 5271.46 feet from a bolt-in-pipe monument at the Southwest corner of said Section 9 (basis of bearing); thence S0°21'41"W 24.00 feet to the South line of said Utah Power and Light Easement. Contains 360 ft² (0.00826 acres).



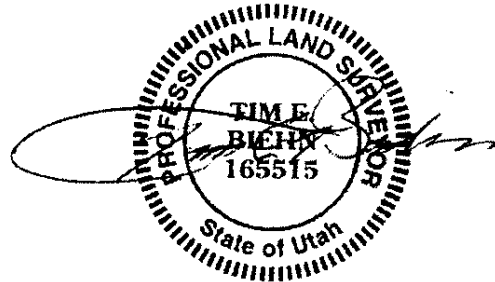
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Lee E. Robinson, PLS
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Tim E. Biehn, PLS

January 9, 2006
Project: Pressure Zone D Pipeline
Easement Property #4



Easement Property #4

A 15 foot wide strip of land for a corrosion test station easement with the side lines being 7.5 feet on each side of the following described centerline, said strip of land is located in the South half of Section 9, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, and being more particularly described as follows.

Beginning at a point on the South line of a 25 foot waterline corridor, said line also being the North line of a 24 foot wide Utah Power and Light easement, said point of beginning being North 45.49 feet and N89°38'19"W 3208.57 feet from a monument at the Southeast corner of said Section 9, said monument bears S89°47'08"E 5271.46 feet from a bolt-in-pipe monument at the Southwest corner of said Section 9 (basis of bearing); thence S0°21'41"W 24.00 feet to the South line of said Utah Power and Light Easement. Contains 360 ft² (0.00826 Acres).

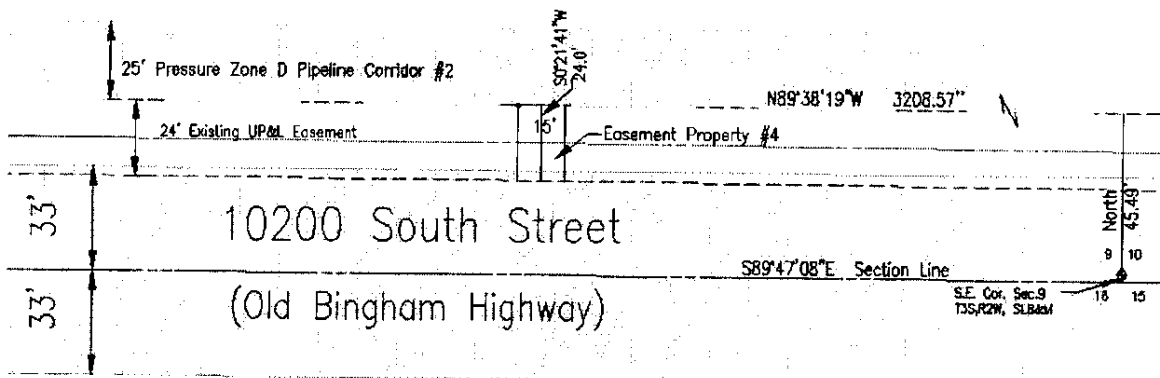


EXHIBIT 2

DESCRIPTION OF THE TEMPORARY EASEMENT PROPERTY

RBB

ROBINSON, BIEHN & BIEHN, INC.

Professional Land Surveyors
5330 South 900 East, Suite 120
Salt Lake City, Utah 84117-7261
(801) 266-1118 • (801) 262-5814 Fax

Lee E. Robinson, PLS
Ted M. Biehn, PLS
Tim E. Biehn, PLS

January 13, 2006

Project: Pressure Zone D Pipeline (10200 South)

Pipeline Corridor #1 (East) Temporary Construction Easements

Pipeline Corridor #1 Temporary Construction Easements

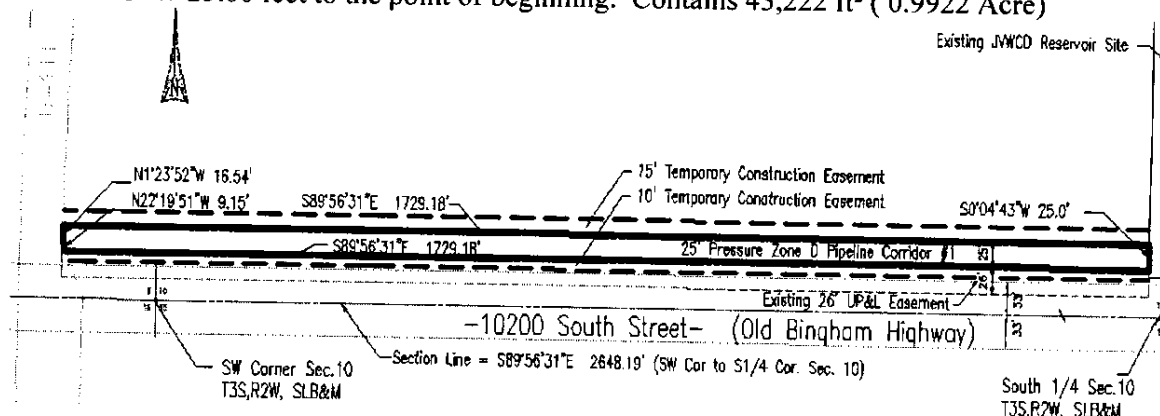
A 15-foot wide temporary construction easement that is north of and adjacent to the north line of the following Pipeline Corridor (fee) #1 description. Contains 25,937 ft² (0.5954 acre), more or less.

Also, A 10-foot wide temporary construction easement that is south of and adjacent to the south line of the following Pipeline Corridor (fee) #1 description. Contains 17,240 ft² (0.3958 acre), more or less.

Pipeline Corridor (fee) #1: (East of U-111)

A 25 foot wide strip of land for a waterline corridor said strip of land is located in the Southwest Quarter of Section 10 and the Southeast Quarter of Section 9, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, and being more particularly described as follows

Beginning at a point on the West property line of the Jordan Valley Water Conservancy District reservoir site property and the North line of an existing Utah Power & Light easement, said point being North 47.00 feet and N89°56'31"W 1027.56 feet from a brass cap monument at the South Quarter corner of said Section 10, said brass cap monument bears S89°56'31"E 2648.19 feet from a brass cap monument at the Southwest corner of said Section 10 (basis of bearing); thence N89°56'31"W 1726.14 feet along the North line of said Utah Power and Light easement to the Easterly line of Highway U-111; thence along the Easterly line of said Highway U-111 N22°19'51"W 9.15 feet and N1°23'52"E 16.54 feet; thence S89°56'31"E 1729.18 feet to the West line of said Jordan Valley Water Conservancy District reservoir site property; thence S0°04'43"W 25.00 feet to the point of beginning. Contains 43,222 ft² (0.9922 Acre)



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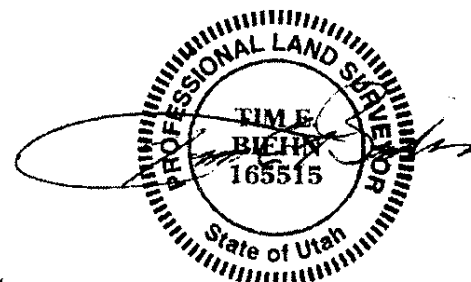
ROBINSON, BIEHN & BIEHN, INC.

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5330 South 900 East, Suite 120
Salt Lake City, Utah 84117-7261
(801) 266-1118 • (801) 262-5814 Fax

Lee E. Robinson, PLS
Ted M. Biehn, PLS
Tim E. Biehn, PLS

January 25, 2006

Project: Pressure Zone D Pipeline (10200 South)
Pipeline Corridor #2 (West)
Temporary Construction Easements



Pipeline Corridor #2 Temporary Construction Easement

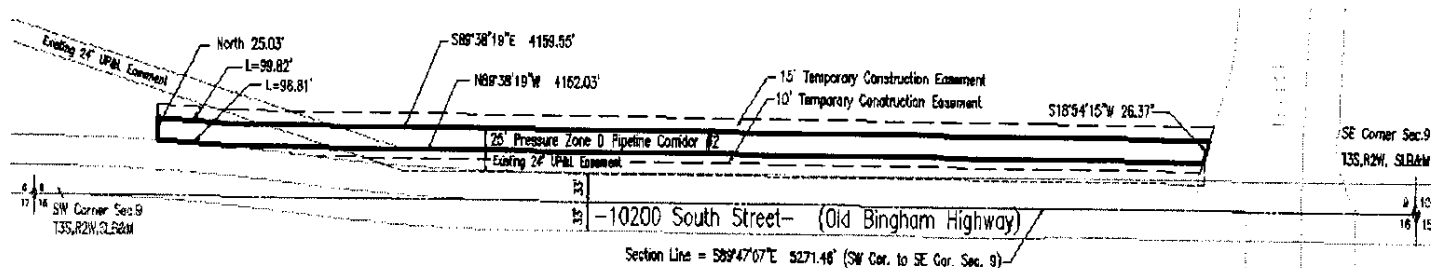
A 15-foot wide temporary construction easement that is north of and adjacent to the north line of the following Pipeline Corridor (fee) #2 description. Contains 63,924 ft² (1.4675 acres), more or less.

Also, a 10-foot wide temporary construction easement that is south of and adjacent to the south line of the following Pipeline Corridor (fee) #2 description. Contains 40,872 ft² (0.9383 acre), more or less.

Pipeline Corridor #2: (West of U-111)

A 25 foot wide strip of land for a waterline corridor, said strip of land is located in the South Half of Section 9, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, and being more particularly described as follows

Beginning on the Westerly line of Highway U-111 and the North line of a Utah Power & Light Easement at a point North 45.49 feet and N89°38'19"W 297.17 from a brass cap monument at the Southeast corner of said Section 9, said brass cap monument bears S89°47'08"E 5271.46 feet from a Bolt-In-Pipe monument at the Southwest corner of said Section 9 (basis of bearing); thence N89°38'19"W 3905.45 feet along the North line of the East/West portion of said existing Utah Power & Light easement; thence continuing N89°38'19"W 246.58 to a point on the proposed Northerly realignment line of 10200 South Street (Old Bingham Highway); thence Northwesterly 98.81 feet along the arc of a 3599.18 foot radius, non regular curve to the left through a central angle of 1°34'23" (chord bears N86°29'45"W 98.81 feet); thence North 25.03 feet; thence Southeasterly 99.82 feet along the arc of 3624.18 foot radius, non regular curve to the right through a central angle of 1°34'41" (chord bears S86°30'44"E 99.82 feet); thence S89°38'19"E 4159.55 feet to the Westerly line of said Highway U-111; thence S18°54'15"W 26.37 feet to the point of beginning. Contains 106,377 ft² (2.4421 Acres), more or less.



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