

9639660

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

9639660  
2/16/2006 12:16:00 PM \$31.00  
Book - 9256 Pg - 2401-2411  
Gary W. Ott  
Recorder, Salt Lake County, UT  
MERRILL TITLE  
BY: eCASH, DEPUTY - EF 11 P.

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

DEVELOPMENT ACCESS AGREEMENT

This Agreement is made between the Jordan Valley Water Conservancy District, a water conservancy district organized under the laws of the State of Utah ("District"), and The R. Lamar & Vicky R. Jones Revocable Living Trust, Dated April 17, 2000 ("Trust").

RECITALS:

- A. The District purchased from the Trust the real property described in attached Exhibit 1 (the "Property");
- B. The purchase transaction closed on February 10, 2006 ("Date of Closing");
- C. The Trust owns additional lands adjacent to the Property, and those lands will need public access across the Property if they are to be developed; and,
- D. The District is willing to dedicate to public use specific portions of the Property, consistent with the terms of this Agreement.

**TERMS:**

The parties agree as follows:

1. Option to Designate. The Trust shall have the right to designate (the "Option") up to twelve (12) distinct, rectangular segments ("Segments") of the Property for use as public rights-of-way, limited to roadways, curbs and gutters, park strips, and sidewalks. Each Segment shall be perpendicular to the Property, may encompass up to the full twenty-five foot (25') depth of the Property, and shall not be more than one-hundred feet (100') wide. Under no circumstances shall the Segments be physically larger or greater in number than is required by the applicable governmental authority for public rights-of-way of roadways, curbs and gutters, park strips, and sidewalks. Underground utilities may be installed within the Segments as allowed by attached Exhibit 2.

2. Option Period. The Option may be exercised by the Trust at any time within the period which begins one (1) year following the Date of Closing and which expires fifty (50) years following the Date of Closing.

3. Exercise of Option. The Trust may exercise the Option during the Option Period by providing the District with written notice of the Trust's exercise of the Option, including identification of the specific location and configuration of the Segments to be designated. The Trust shall communicate the written notice to the District by any of the following methods: (i) by the United States mail, using either certified or registered U. S. Mail, with return receipt requested; (ii) by Federal Express or other nationally recognized overnight courier; or, (iii) by hand-delivery. The notice shall be deemed communicated upon receipt by the District at the address specified by paragraph 7. If the Trust does not

exercise the Option prior to the expiration of the Option Period, the Option shall automatically terminate without further notice or condition.

4. Purchase Price. The Trust need not pay consideration to the District in order to exercise the Option.

5. Dedication.

(a) In the event the Option is exercised by the Trust, then the District shall execute an appropriate plat, prepared by the Trust and at its expense, which includes the Property, identifies the Segments designated by the Trust, and dedicates the surface of the Segments to public use as required by the applicable governmental authority for roadways, curbs and gutters, park strips, and sidewalks. The plat shall be in such form and contain such terms as the District deems appropriate, specifically including, but not limited to, use of the language on attached Exhibit 2.

(b) All survey, engineering, construction, and other costs associated with the designation and/or dedication of the Segments shall be the responsibility of the Trust.

6. Consideration. The Trust shall pay Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to the District for this Agreement, the receipt and sufficiency of which are hereby acknowledged by the District.

7. Notices. Except as otherwise provided in paragraph 3, all notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if personally delivered or if sent by certified or registered U. S. mail, return receipt requested, and addressed to the respective party at the address set forth below or at such other address as such party may hereafter designate by written notice to the other parties as herein provided.

If to the District, to:

Jordan Valley Water Conservancy District  
Attn: General Manager or Richard P. Bay  
P. O. Box 70  
8215 South 1300 West  
West Jordan, UT 84088-0070

If to The Trust, to:

R. Lamar Jones and Vicky R. Jones, Trustees  
The R. Lamar & Vicky R. Jones Revocable Living Trust  
P. O. Box 1068  
Pendleton, OR 97801

Notice under this paragraph shall be effective on the date it is received by the other party.

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

9. Assignment. Either party may assign this Agreement.

10. Binding Nature. All of the grants, covenants, terms, provisions, and conditions in this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.

11. Entire Agreement. 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.

12. Authority. 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 shown.

13. Miscellaneous. 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.

"District":

JORDAN VALLEY WATER  
CONSERVANCY DISTRICT

Dated: 2-14-06

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

"Trust":

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

Dated: 2-10-06

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

Dated: 2-10-06

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

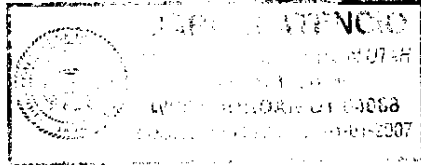
STATE OF UTAH )  
 )  
COUNTY OF SALT LAKE )

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

*Mal D. Davis*  
NOTARY PUBLIC  
Residing in Salt Lake County

STATE OF OREGON )  
 )  
COUNTY OF UMATILLA )



The foregoing instrument was acknowledged before me this 10<sup>th</sup> 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 Seaside

STATE OF OREGON )  
 )  
COUNTY OF UMATILLA )



The foregoing instrument was acknowledged before me this 10<sup>th</sup> 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 Seaside



EXHIBIT 1  
LEGAL DESCRIPTION OF REAL PROPERTY

# RBB

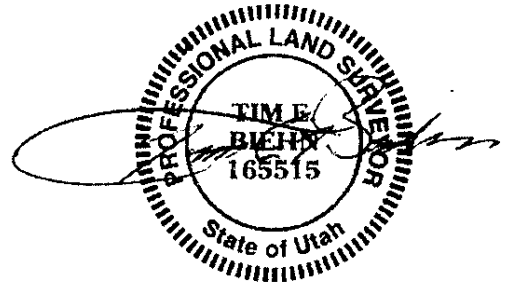
## ROBINSON, BIEHN & BIEHN, INC.

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 12, 2006

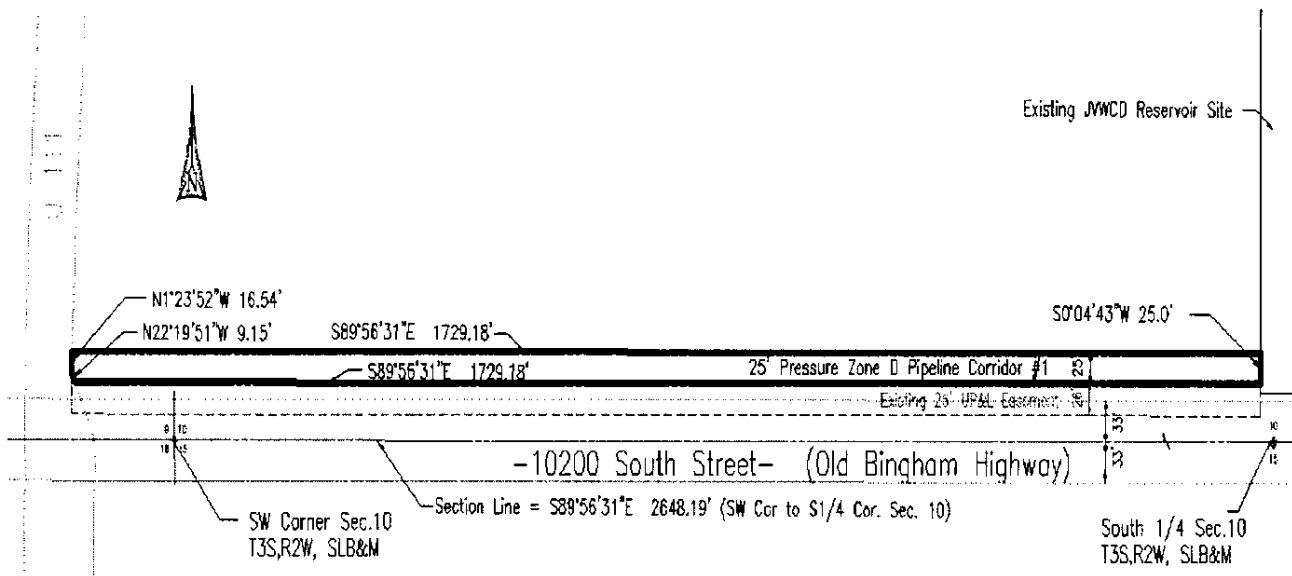
Project: Pressure Zone D Pipeline (10200 South)  
Pipeline Corridor (Fee) #1 (East)



### 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 ft<sup>2</sup> ( 0.9922 Acre)





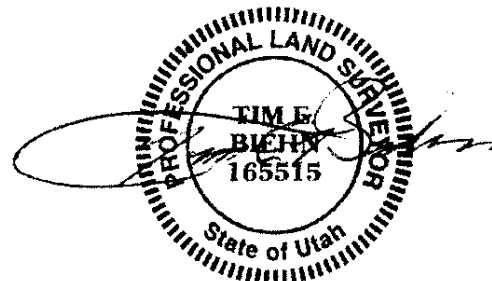
# RBB

## 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

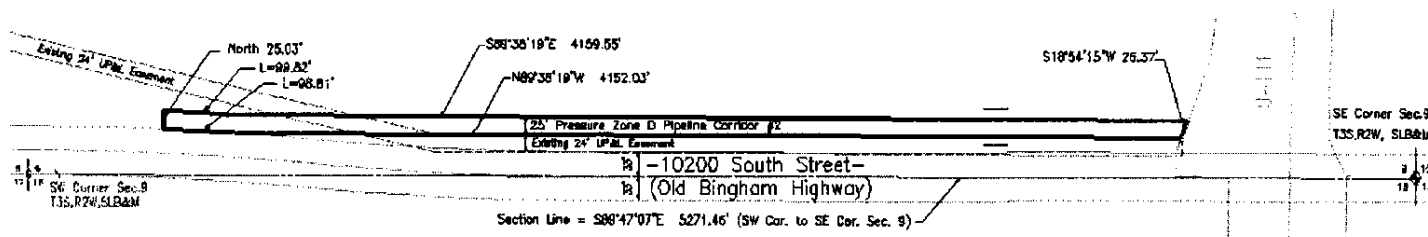
January 24, 2006  
Project: Pressure Zone D Pipeline (10200 South)  
Pipeline Corridor #2 (West)



### Pipeline Corridor (fee) #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 ft<sup>2</sup> (2.4421 Acres), more or less.



## DEDICATION OF EASEMENT

Please take notice that the Jordan Valley Water Conservancy District, the owner of an easement and/or right-of-way recorded \_\_\_\_\_ as Entry No. \_\_\_\_\_ in Book \_\_\_\_\_, at Pages \_\_\_\_\_ to \_\_\_\_\_ in the \_\_\_\_\_ County Recorder's Office, for the installation, construction, operation, maintenance, repair, and replacement of pipeline(s), facilities, water works, and other appurtenances over, under, on, across and through portions of the property dedicated for public use herein, subject to the terms and provisions set forth below and subject to the District's easement and/or right-of-way, hereby dedicates to the public for use as a street those portions of the surface area of the District's easement and/or right-of-way located within the areas shown on this plat as intended for public use. However, the District reserves unto itself the right to require any entity, public or private, requesting the relocation of District pipeline(s), facilities, water works, or appurtenances within its easement and/or right-of-way to pay all costs of such relocation. The District's easement and/or right-of-way is exclusive. Utilities, public or private, may be installed within the easement and/or right-of-way only with the District's prior written consent. The District does not hereby dedicate or otherwise grant to the owner, subdivider, purchaser(s) of lots, or any party, any specific right in the District's easement and/or right-of-way other than that which is hereby given to the public generally.

\_\_\_\_\_  
 David G. Ovard  
 Chief Executive Officer and General Manager  
 Jordan Valley Water Conservancy District

ACKNOWLEDGMENT

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

The foregoing dedication was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by David G. Ovard as Chief Executive Officer and General Manager of the Jordan Valley Water Conservancy District.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Residing in Salt Lake County