

WHEN RECORDED PLEASE RETURN TO:
THE LAND GROUP, INC.
ATTN: TIMOTHY P. FURLONG
JUDGE BUILDING
8 EAST BROADWAY, SUITE 712
SALT LAKE CITY, UT 84111

RETURNED

DEC 15 1998

PIPELINE AGREEMENT

1470149 82413 P 80
JAMES ASHMER, DAVIS CITY RECORDER
1998 DEC 15 7:30 AM FEE .80 DEP HT
REC'D FOR LAND GROUP

10-066-0053

THIS AGREEMENT is made between RONALD L. TOOLE AND RUBY K. TOOLE D B A SKYDANDEE MANUFACTURING ("Grantor") and the Salt Lake County Water Conservancy District, a water conservancy district organized under the law 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;
- 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:

The parties agree as follows:

1. Grantor grants to Grantee an exclusive permanent easement in, on, under, across and through the land 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 underground 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.

BRA-LL # DC184H

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 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 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 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.

(e) Grantor may cross or cover the Easement Property with sidewalks, curbs and gutters, asphalt roadways, driveways, storm retention basin, or other similar non-permanent improvements, but only upon the prior written consent of Grantee. Grantee hereby gives consent to Grantor to cover the Easement Property with a private asphalt parking lot or private asphalt or gravel roadway.

8. Grantor shall not grant additional easements, licenses or right-of-ways within the Easement Property without the prior written consent of Grantee. 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 Twenty Thousand Three Hundred Eighty Four and 00/100 Dollars (\$20,384.00) 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 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.

12. This Agreement anticipates use of the Easement Property by Grantee for its Pipelines. Grantee hereby is given the right to use underground 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 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: October 05, 1988

GRANTOR:

RONALD L. TOOLE

RUBY K. TOOLE

By: Ronald L. Toole

By: Ruby K. Toole

DATED: 12-9-98, 1988

GRANTEE:

SALT LAKE COUNTY WATER
CONSERVANCY DISTRICT

By: David G. Ovard
DAVID G. OVAR, GENERAL MANAGER

STATE OF UTAH)
COUNTY OF Dallas)

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The foregoing instrument was acknowledged before me this 5th day
of October, 1998, by RONALD L. TOOLE & RUBY K. TOOLE DBA
SKYDANDEE MANUFACTURING.

Commission expires: May 9, 2001



Pamela R. Black
NOTARY PUBLIC
Residing in Draper

STATE OF UTAH)
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 3RD day
of December, 1998, by David G. Ovard as General Manager of the Salt
Lake County Water Conservancy District.

Com 4, 2000



[Signature]
NOTARY PUBLIC
Residing in SALT LAKE COUNTY, UT.

DESCRIPTION OF EASEMENT PROPERTY

A strip of land ninety feet (90') wide ("Easement Property") in those portions of Grantor's land situated in the Northwest Quarter of Section 19, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah. One boundary line of the Easement Property lies 15 feet Southwest from and parallel to the following described project line, and the opposing boundary line lies 75 feet Northeast from and parallel to the following described project line:

BEGINNING at a point N 89°49'19" W, 248.72 feet and S 00°10'41" W, 454.14 feet from the North quarter corner of Section 19, Township 4 North, Range 1 West, Salt Lake Base and Meridian, said point being on the North line of the grantor's property at Engineer's Station 625+01.25 on the project line of the Bear River Water Supply Project, running thence S 34°23'17" E, 255.31 feet more or less, to a point on the South line of said grantor's property at Engineer's Station 627+56.56 said point being the terminus of the herein described property. Containing 40.53 Acres.

TOGETHER with the extensions, projections and foreshortenings of the boundary lines of the Easement Property to the boundary lines of Grantor's property.

SUBJECT TO easements, restrictions, and rights of way appearing of record.