

WHEN RECORDED MAIL TO:

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



ENT 2983:2015 PG 1 of 8
JEFFERY SMITH
UTAH COUNTY RECORDER
2015 Jan 14 1:09 pm FEE 0.00 BY SS
RECORDED FOR JORDAN VALLEY WATER CONSERV

[PARCEL ID #58-021-0096]

PIPELINE AGREEMENT

This Agreement is made between Paul W. Hardman and Westerly Properties, LLC, a Delaware limited liability company (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; 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 lands of Grantor, consistent with the terms set forth in this Agreement.

JVWCD NO. CPP-3860:8:E

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 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".

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 by Grantee 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 One Hundred Thirteen Thousand Six Hundred and 00/100 Dollars (\$113,600.00) 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 only with the prior written consent of the Grantor, which consent shall not be unreasonably withheld.

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 W. Hardman

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 8th day of January, 2015, by Paul W. Hardman.

Lorrie A Cowles
NOTARY PUBLIC



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

The foregoing instrument was acknowledged before me this 8th 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 13th day of January 2015, by Richard P. Bay as General Manager of the Jordan Valley Water Conservancy District.

Jacqueline E Maas
NOTARY PUBLIC

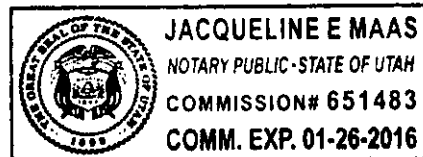


EXHIBIT 1

DESCRIPTION OF THE EASEMENT PROPERTY

Serial ID: 58:021:0096

Parcel No: CPP-3860:8:E

A permanent easement being part of an entire tract being located in the Northeast Quarter of the Southwest Quarter of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah, described as follows:

COMMENCING at the northwest corner of the Southwest Quarter of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°32'18" East 1764.51 feet along the north line of said Southwest Quarter; thence South 00°16'32" East 228.44 feet to a point on the southerly right of way of 2100 North Street, Utah Department of Transportation Project MP-R399(41), and the north boundary of said tract, said point being the point of BEGINNING and running thence North 84°54'28" East 50.18 feet along said southerly right of way; thence South 00°16'32" East 112.53 feet to a point 10.00 feet perpendicularly distant westerly from the centerline of the Utah Lake Distributing Canal as described in a Notice of Right of Way recorded as Entry Number 30678:1984; thence parallel with said canal centerline the following four (4) courses: (1) South 22°45'02" West 377.88 feet to a point on a 410.00 feet radius curve to the left; (2) southerly 164.82 feet along the arc of said curve through a central angle of 23°02'00", said arc having a chord bearing South 11°14'02" West 163.72 feet; (3) South 00°16'58" East 352.90 feet to a point on a 810.00 feet radius curve to the left; and (4) southerly 130.99 feet along the arc of said curve through a central angle of 09°15'56", said arc having a chord bearing South 04°54'56" East 130.85 feet to a point on the north boundary of Lot 1, Country Mile Plat A subdivision, and the south boundary of said entire tract, said point being North 00°17'58" West 1328.81 feet along the east line of said Southwest Quarter and South 89°35'25" West 1011.27 feet along the north boundary of said Lot 1 from the south quarter corner of said Section 2; thence South 89°35'25" West 50.60 feet along said north boundary to a point on a non-tangent 860.00 feet radius curve to the right, said point being 60.00 feet perpendicularly distant westerly from said canal centerline; thence parallel with said canal centerline the following four (4) courses: (1) northerly 131.04 feet along the arc of said curve through a central angle of 08°43'49", said arc having a chord bearing North 04°38'53" West 130.91 feet; (2) North 00°16'58" West 352.90 feet to a point on a 460.00 feet radius curve to the right; (3) northerly 184.92 feet along the arc of said curve through a central angle of 23°02'00", said arc having a chord bearing North 11°14'02" East 183.68 feet; and (4) North 22°45'02" East 367.70 feet; thence North 00°16'32" West 98.13 feet to the southerly right of way of said 2100 North Street and the point of BEGINNING, containing 56841 square feet or 1.305 acres.