

After Recording Return to:
Marc Wangsgard
Williams & Hunt
P. O. Box 45678
Salt Lake City, UT 84145-5678

7258045
02/17/98 1:07 PM 75.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MARC WANGSGARD
P.O. BOX 45678
SALT LAKE CITY, UTAH 84145-567
REC BY: N ZELAYA , DEPUTY - WI

7258045

**AGREEMENT COVERING THE RELOCATION OF
THE WELBY CANAL AND CONSTRUCTION OF
RELATED WATER DELIVERY FACILITIES WITHIN
THE WELBY MANUFACTURING PARK**

This agreement is entered into this 18th day of January, 1998, among the Welby Jacob Water Users Company, a Utah non-profit corporation (hereinafter referred to as the "Welby Jacob"), Eagle Pacific Industries, Inc., a Minnesota corporation (hereinafter referred to as "Developer"), and West Jordan City, a municipal corporation (hereinafter referred to as the "City").

RECITALS

A. Welby Jacob is a mutual irrigation company which delivers and beneficially uses water primarily from Utah Lake and the Jordan River and occasionally from the Provo River. Welby Jacob owns an irrigation canal known as the Welby Canal which courses through Salt Lake County and across certain unimproved lands owned by the Developer.

B. The Developer's unimproved lands are situated in Section 31, Township 2 South, Range 1 West, Salt Lake Base and Meridian. The Developer would like to develop those lands in a manner that requires changing the alignment of the Welby Canal, replacing the Welby Canal with an underground box culvert, and constructing other improvements to protect the interests of Welby Jacob and its shareholders.

C. The Developer also needs to construct a storm drainage system to accept any flood waters discharged from the Welby Canal and a new irrigation weir to deliver water to the City. The City is a party to this agreement because the storm drain system improvements and the irrigation facilities connected to the new weir will be owned by the City.

D. The parties desire to enter into this agreement to set forth the terms and conditions for the development of the unimproved lands.

BK8249PG8243

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. Duties to Run With the Land. The duties and obligations imposed under this agreement upon the Developer shall run with the land included within the development known as the Welby Manufacturing Park and bind all successors in interest to the land. Record notice of this agreement shall be provided by recording a copy with the Salt Lake County Recorder's office. The legal description of the lands comprising the Welby Manufacturing Park follows:

[SEE EXHIBIT A]

2. Project Works. The Developer shall, at its expense, perform all work under this agreement in accordance with the specifications and drawings attached hereto as Exhibit B (the "Works"), which have been approved by the City and Welby Jacob. No changes to the Works shall be made without the written approval of the City and Welby Jacob. The Works to be constructed under this agreement can be generally described as follows:

- a. An inlet structure, bar grate and trash rack to provide a transition between the existing Welby Canal and a box culvert.
- b. A four-foot by three-foot reinforced concrete box culvert designed to convey 28 cubic feet per second of water, with clean-out man holes along the box culvert at 200 foot intervals.
- c. A 30-inch diameter overflow structure and 30-inch diameter storm drain pipeline to convey flood or overflow waters from the box culvert inlet into the City's storm drain system.
- d. Realignment of a section of the Welby Canal to parallel a dedicated public street to be constructed within the Welby Manufacturing Park at 4460 West (Welby Park Drive).
- e. Construction of an irrigation weir and pipeline capable of delivering water from the Welby Canal to the City.

3. Warranty of Works and Bonding Requirements. The Developer hereby warrants to Welby Jacob and the City for 18 months the Works constructed pursuant to this agreement against defective materials, workmanship and design. The Developer warrants that the modifications to the Welby Canal are designed to safely transport 28

cubic feet per second of water, with no overflow from the canal. If the Works do not function as contemplated, the Developer shall at its sole expense reconstruct or modify the Works to correct the design defect.

4. Right to Stockpile Debris. A trash clean-out structure has been constructed as a part of the Works at a point where the Welby Canal enters the southernmost portion of the property described in Exhibit A. Welby Jacob shall have the right to collect and stockpile debris removed from the Welby Canal at the trash rack on Developer's property adjacent to trash rack in the fenced area. Welby Jacob agrees to periodically burn or haul the debris away from the stockpile area as frequently as reasonably necessary.

5. Ownership of Works. Upon completion of construction, the Works used to convey, measure and apportion irrigation water to the Welby Jacob stockholders (described in paragraph 2a, 2b, and 2d) shall be owned and operated by Welby Jacob. The 30-inch diameter overflow structure, 30-inch diameter storm drain and the new irrigation weir and pipelines (described in paragraph 2c and 2e) shall be owned and operated by the City.

6. Welby Canal Corridor. The Welby Canal historically has been located within a real property corridor having a total width of three rods with two rods lying east of the centerline of the canal for operation and maintenance of a canal roadway and one rod lying west of the canal centerline. Sections of the canal property corridor are owned in fee title by Welby Jacob while other sections are covered by a prescriptive easement in favor of Welby Jacob. Welby Jacob owns fee title to that section of the canal situated in the north ½ of Section 31, Township 2 South, Range 1 West, SLB&M. Welby Jacob owns a prescriptive easement over that section of the canal situated in the south ½ of Section 31.

The Developer will convey an easement to Welby Jacob over the realigned section of the Welby Canal in the south ½ of Section 31. At the location where the Welby Canal will parallel the public dedicated street (Welby Park Drive), the canal property will be reduced to a width of two rods by Welby Jacob conveying a one-rod wide strip of land to the Developer. After the exchange of deeds, the property interests of Welby Jacob will vest as follows:

a. Segment A. From the point where the Welby Canal enters the Welby Manufacturing Park to the point of intersection with Industry Circle, Welby Jacob will own an exclusive easement three rods wide. The Developer will have the right to construct improvements on the surface of the property which do not interfere with Welby Jacob's exclusive easement, and the Developer will retain the right to cross over the property.

b. Segment B. From the point of intersection with Industry Circle and thence commencing parallel along Welby Park Drive to the point where the Welby Canal intersects with the southern edge of the north ½ of Section 31, Welby Jacob will own an easement two rods wide.

c. Segment C. From the southern edge of the north ½ of Section 31, thence northerly parallel to Welby Park Drive to the downstream end of the realigned segment of the Welby Canal, Welby Jacob will own fee title to a strip of land two rods wide.

d. Segment D. The remaining canal corridor from the downstream end of the realigned segment of the Welby Canal to the point where the canal intersects with the new Bingham Highway, Welby Jacob will own fee title to a strip of land three rods wide.

The above segments are depicted on the plat map attached as Exhibit C. The deeds to implement the conveyances are attached as Exhibit D. Upon execution of this agreement, the Developer will pay Welby Jacob \$5,376 in consideration for the one-rod wide strip of fee title land conveyed to the Developer.

7. Public Utilities Encroachment. The Developer intends to construct utilities such as municipal water, sewer and public telecommunications beneath the Welby Canal corridor. These encroachments have been reviewed and are approved by Welby Jacob. The encroachments shall, at all times, be subject to the superior right of Welby Jacob to operate and maintain its facilities. The Welby Jacob will not be responsible for damage or destruction of the public utilities resulting from the operation and maintenance of the Welby Jacob facilities. Welby Jacob will use its best efforts not to damage or destroy utilities constructed within the Welby Canal corridor. If for any reason the location of the public utilities interferes with the flow of water or increases the burden of operating and maintaining the Welby Jacob facilities, the public utilities will be relocated off of the Welby Canal corridor at the Developer's expense.

8. Welby Jacob Easements Remain Paramount. All work performed by the Developer shall be performed at times and in a manner so as to avoid interfering with the delivery of water through the Welby Canal. All structures constructed within easements shall be subject to the paramount rights of Welby Jacob to operate, maintain and repair its facilities. In the course of operating, maintaining or repairing its facilities, Welby Jacob shall have no obligation to repair or replace any improvements within the Welby Canal corridor except repairs and emplacements required as a result of Welby Jacob's negligence.

9. Welby Jacob Ingress and Egress Rights. Welby Jacob shall have the right to unlimited ingress and egress to and from its facilities for the purpose of exercising, enforcing and protecting its rights to operate, maintain and repair the Welby Canal and all related facilities. The Developer agrees to provide reasonable access across any portion of the property described in Exhibit A to the extent necessary for Welby Jacob. The Developer agrees not to construct any fence along any portion of the Welby Canal without the written approval of Welby Jacob. The Developer shall convey to Welby Jacob a 15-foot wide right-of-way for vehicular ingress and egress from 8200 South Street to the box culvert inlet in the form attached hereto as Exhibit E.

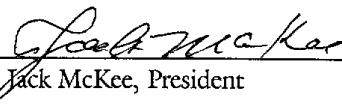
10. Indemnity and Hold Harmless. The Developer agrees to defend, indemnify and hold harmless Welby Jacob and the City, their officers, agents, and employees, from any action, claims or demands related to injury or damage to any person or property that in any manner results from the construction activities contemplated under this agreement or from any of the privileges herein conferred upon the Developer.

11. Integration. This agreement constitutes the entire agreement among the parties and cannot be altered except through a written instrument signed by the parties. This agreement supersedes all prior agreements, whether written or oral among the parties or their predecessors related to the subject matter of this agreement. This agreement shall be binding on the heirs, successors and assigns of the parties.

12. Jurisdiction and Attorney's Fees. If any legal action is brought for the enforcement of this agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action in addition to any other relief to which they may be entitled.

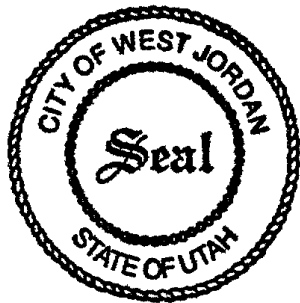
13. No Third-Party Rights. This agreement is intended to create rights, duties and obligations among only the parties and shall not be deemed to create any rights or liabilities in favor of any person or entity not a party to this agreement.

WELBY JACOB WATER USERS COMPANY

By 
Jack McKee, President

////////////////////

EAGLE PACIFIC INDUSTRIES, INC.



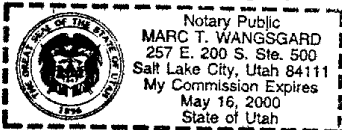
By [Signature]
Its President

CITY OF WEST JORDAN

By [Signature]
Its [Redacted] Mayor

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

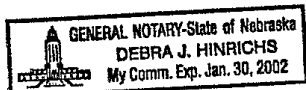
On the 10th day of January, 1999, personally appeared before me Jack McKee, the president and trustee of the Welby Jacob Water Users Company and the signer of the within instrument, who duly acknowledged to me that he executed the same on behalf of said company.



[Signature]
Notary Public

Nebraska
STATE OF UTAH)
) ss.
COUNTY OF Adams)

On the 18th day of January, 1999, personally appeared before me G. Peter Ronen, the president of Eagle Pacific Industries, Inc. and the signer of the within instrument, who duly acknowledged to me that he executed the same on behalf of said company.



[Signature]
Notary Public

BK 8249 PG 8248

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

On the 12th day of January, 1999, personally appeared before me Donna Evans, the Mayor for the City of West Jordan and the signer of the within instrument, who duly acknowledged to me that she executed the same on behalf of said City and with the authority of the West Jordan City Council.

Rori L. Andreason
Notary Public

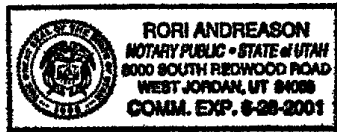


EXHIBIT A

BK8249PG8250

WELBY MANUFACTURING PARK LANDS

BEGINNING AT THE CENTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, WHICH POINT MAY ALSO BE DESCRIBED AS BEING S00 18'11"W ALONG THE QUARTER SECTION LINE 2604.77 FEET FROM THE NORTH QUARTER CORNER OF SECTION 31, T2S, R1W, SLB&M; THENCE S00 18'11"W ALONG THE QUARTER SECTION LINE 60.00 FEET; THENCE N89 54'00"W 340.10 FEET; THENCE SOUTHWESTERLY 23.51 FEET AROUND THE PERIPHERY OF A CURVE TO THE LEFT CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15.00 FEET (CHORD = S45 12'05"W 21.18 FEET); THENCE S00 18'11"W 241.24 FEET; THENCE SOUTHEASTERLY 62.83 FEET AROUND THE PERIPHERY OF A CURVE TO THE LEFT CONCAVE EASTERLY HAVING A RADIUS OF 60.00 FEET (CHORD = S29 41'49"E 60.00 FEET); THENCE SOUTHEASTERLY 106.26 FEET AROUND THE PERIPHERY OF A CURVE TO THE RIGHT CONCAVE WESTERLY HAVING A RADIUS OF 60.00 FEET (CHORD = S08 57'41"E 92.91 FEET); THENCE S00 18'11"W 100.00 FEET; THENCE S89 54'00"E 310.09 FEET TO THE QUARTER SECTION LINE; THENCE S00 18'11"W ALONG SAID QUARTER SECTION LINE 901.99 FEET; THENCE WEST 463.09 FEET TO A POINT 50.0 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE CENTERLINE OF THE EXISTING MAINLINE TRACK OF THE GARFIELD BRANCH OF THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY; THENCE N20 47'00"W PARALLEL WITH SAID CENTERLINE 243.84 FEET; THENCE NORTHWESTERLY 707.47 FEET CONTINUING PARALLEL AND CONCENTRIC WITH SAID CENTERLINE (LOCAL CHORD = N17 12'53"W 707.01 FEET); THENCE S89 54'00"E 348.58 FEET; THENCE N00 18'11"E 487.60 FEET; THENCE NORTHWESTERLY 83.17 FEET AROUND THE PERIPHERY OF A CURVE TO THE LEFT CONCAVE WESTERLY HAVING A RADIUS OF 1373.34 FEET (CHORD = N01 25'55"W 83.15 FEET); THENCE N03 10'00"W 416.40 FEET; THENCE NORTHWESTERLY 92.65 AROUND THE PERIPHERY OF A CURVE TO THE RIGHT CONCAVE EASTERLY HAVING A RADIUS OF 1530.00 FEET (CHORD = N01 25'54"W 92.64 FEET); THENCE N00 18'11"E 233.96 FEET; THENCE NORTHEASTERLY 272.27 FEET AROUND THE PERIPHERY OF A CURVE TO THE RIGHT CONCAVE EASTERLY HAVING A RADIUS OF 260.00 FEET (CHORD = N30 18'11"E 260.00 FEET); THENCE N60 18'11"E 168.09 FEET; THENCE NORTHEASTERLY 209.44 FEET AROUND THE PERIPHERY OF A CURVE TO THE LEFT CONCAVE WESTERLY HAVING A RADIUS OF 200.00 FEET (CHORD = N30 18'11"E 200.00 FEET); THENCE N00 18'11"E 180.00 FEET; THENCE NORTHWESTERLY 112.01 FEET AROUND THE PERIPHERY OF A CURVE TO THE LEFT CONCAVE WESTERLY HAVING A RADIUS OF 200.00 FEET (CHORD = N15 44'29"W 110.55 FEET); THENCE N31 47'10"W 38.62 FEET; THENCE NORTHWESTERLY 23.56 FEET AROUND THE PERIPHERY OF A CURVE TO THE LEFT CONCAVE SOUTHERLY HAVING A RADIUS OF 15.00 FEET (CHORD = N76 47'10"W 21.21 FEET) TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE NEW BINGHAM HIGHWAY (135.0' WIDE STATE ROAD); THENCE N58 12'50"E ALONG SAID RIGHT-OF-WAY LINE 90.00 FEET; THENCE SOUTHWESTERLY 23.56 FEET AROUND THE PERIPHERY OF A CURVE TO THE LEFT CONCAVE EASTERLY HAVING A RADIUS OF 15.00 FEET (CHORD = S13 12'50"W 21.21 FEET); THENCE S31 47'10"E 38.62 FEET; THENCE SOUTHEASTERLY 145.62 FEET AROUND THE PERIPHERY OF A CURVE TO THE RIGHT CONCAVE WESTERLY HAVING A RADIUS OF 260.00 FEET (CHORD = S15 44'29"E 143.72 FEET); THENCE S00 18'11"W 180.00 FEET; THENCE SOUTHWESTERLY 272.27 FEET AROUND THE PERIPHERY OF A CURVE TO THE RIGHT CONCAVE WESTERLY HAVING A RADIUS OF 260.00 FEET (CHORD = S30 18'11"W 260.00 FEET); THENCE S60 18'11"W 168.09 FEET; THENCE SOUTHWESTERLY 209.44 FEET AROUND THE PERIPHERY OF A CURVE TO THE LEFT CONCAVE EASTERLY HAVING A RADIUS OF 200.00 FEET (CHORD = S30 18'11"W 200.00 FEET); THENCE S00 18'11"W 233.96 FEET; THENCE SOUTHEASTERLY 89.02 FEET AROUND THE PERIPHERY OF A CURVE TO THE LEFT CONCAVE EASTERLY HAVING A RADIUS OF 1470.00 FEET (CHORD = S01 25'54"E 89.01 FEET); THENCE S03 10'00"E 416.40 FEET; THENCE SOUTHEASTERLY 22.71 FEET AROUND THE PERIPHERY OF A CURVE TO THE LEFT CONCAVE EASTERLY HAVING A RADIUS OF 15.00 FEET (CHORD = S46 32'00"E 20.60 FEET) TO THE QUARTER SECTION LINE; THENCE S89 54'00"E 342.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.873 ACRES

BK 8249 PG 8251

EXHIBIT B

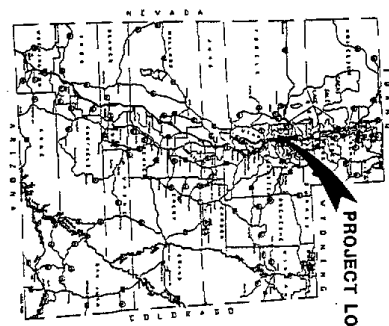
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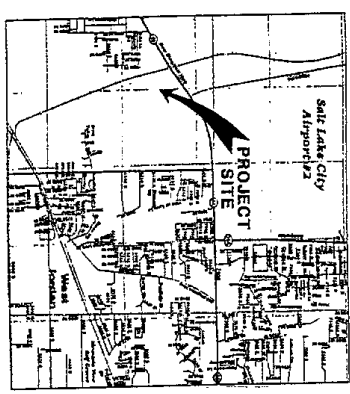
DRAWINGS

FOR

WELBY MANUFACTURING PARK WEST JORDAN, UTAH



PROJECT LOCATION



Salt Lake City
Utah

DEVELOPED BY
DOMGARD ASSOCIATES
SALT LAKE CITY, UTAH

DECEMBER, 1997

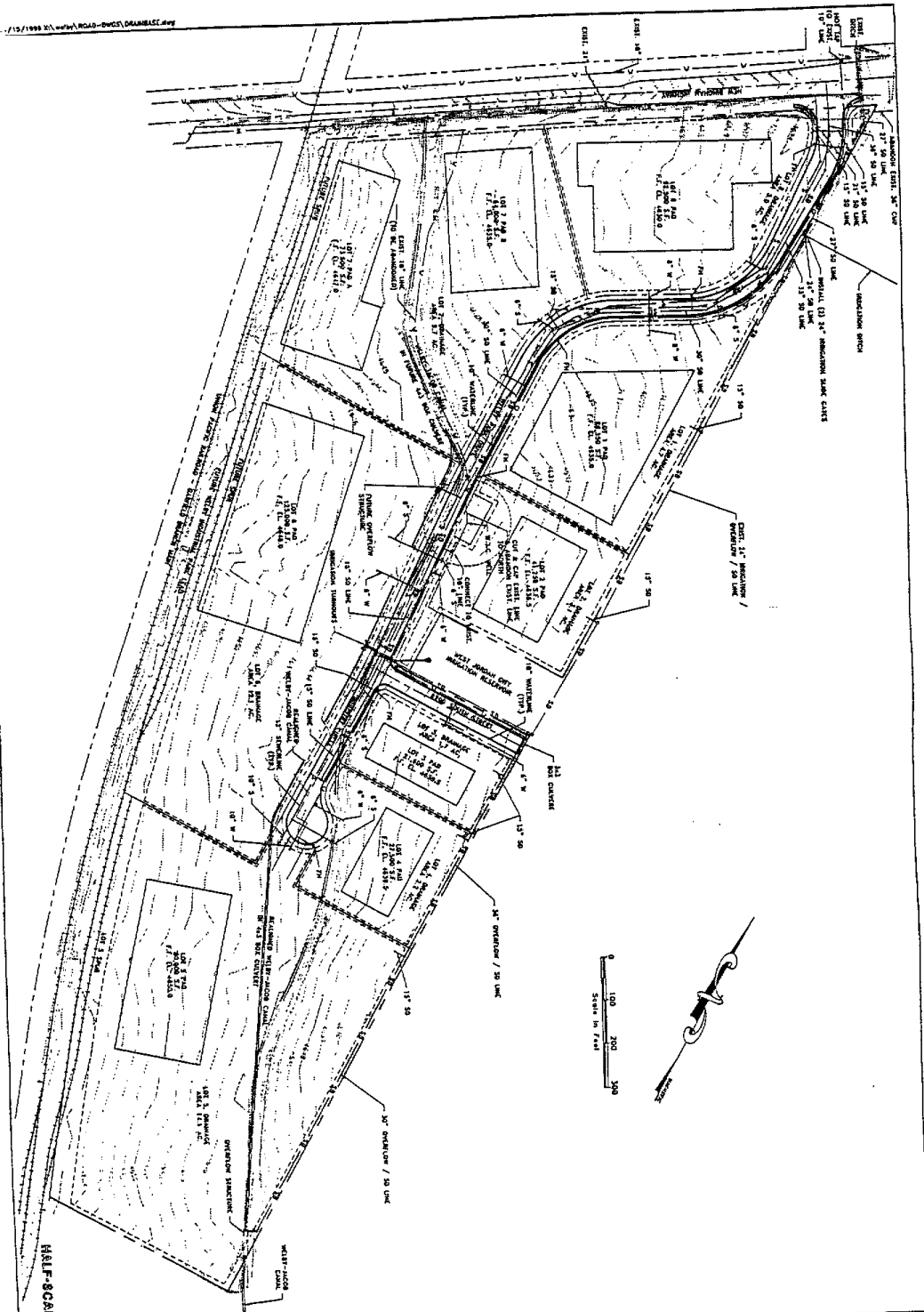
LIST OF DRAWINGS

- WELBY MANUFACTURING PARK**
- 1 DRAINAGE AND UTILITY MASTER PLAN
 - 2 WELBY PARK DRIVE PLAN AND PROFILE
STA. 0+00 TO STA. 8+00
 - 3 WELBY PARK DRIVE PLAN AND PROFILE
STA. 8+00 TO STA. 16+00
 - 4 WELBY PARK DRIVE / INDUSTRY CIRCLE PLAN AND PROFILE
STA. 16+00 TO STA. 23+35.91
 - 5 8200 SOUTH PLAN AND PROFILE
STA. 0+00 TO STA. 3+85.69
 - 6 REALIGNED WELBY-JACOB CANAL PLAN AND PROFILE
STA. 0+00 TO STA. 29+74.08
 - 7 EAST STORM DRAIN INTERCEPTION PLAN AND PROFILE
STA. 0+00 TO STA. 28+74.35
 - 8 REALIGNED WELBY-JACOB CANAL
INLET/OVERFLOW STRUCTURE
 - 9 REALIGNED WELBY-JACOB CANAL
BOX CULVERT DETAILS
 - 10 REALIGNED WELBY-JACOB CANAL
IRRIGATION DIVERSION STRUCTURE
 - 11 UTILITY CONDUITS

APPROVED BY: _____
 TITLE: WEST JORDAN CITY ENGINEER
 DATE: _____

AQUA
 ENGINEERING, INC.
 1400 SOUTH MAIN STREET, SUITE 200
 WEST JORDAN, UTAH 84081
 PHONE: (801) 222-1100
 FAX: (801) 222-4933





HALF-SCALE

1

AQUA
ENGINEERING, INC.
1610 SOUTH MAIN SUITE C BOUNTIFUL, UT 84010
PHONE (801) 298-1527 FAX (801) 298-0150

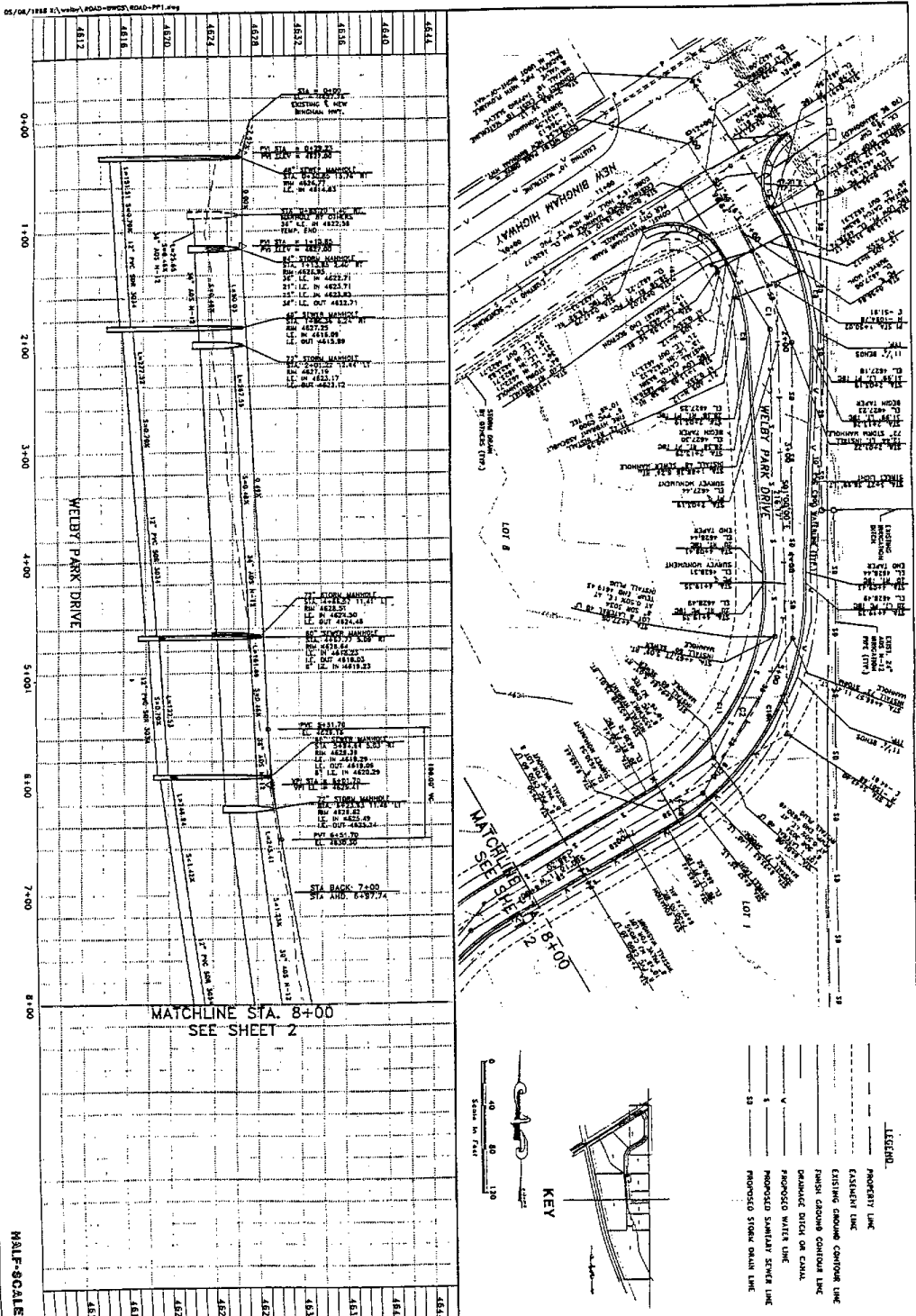
DOMGAARD ASSOCIATES
WELBY MANUFACTURING PARK
DRAINAGE & UTILITY MASTER PLAN

NO	DATE
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2	1/15/98
3	2/2/98



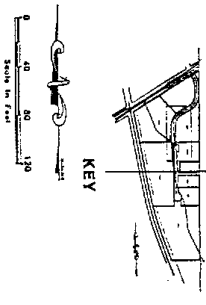
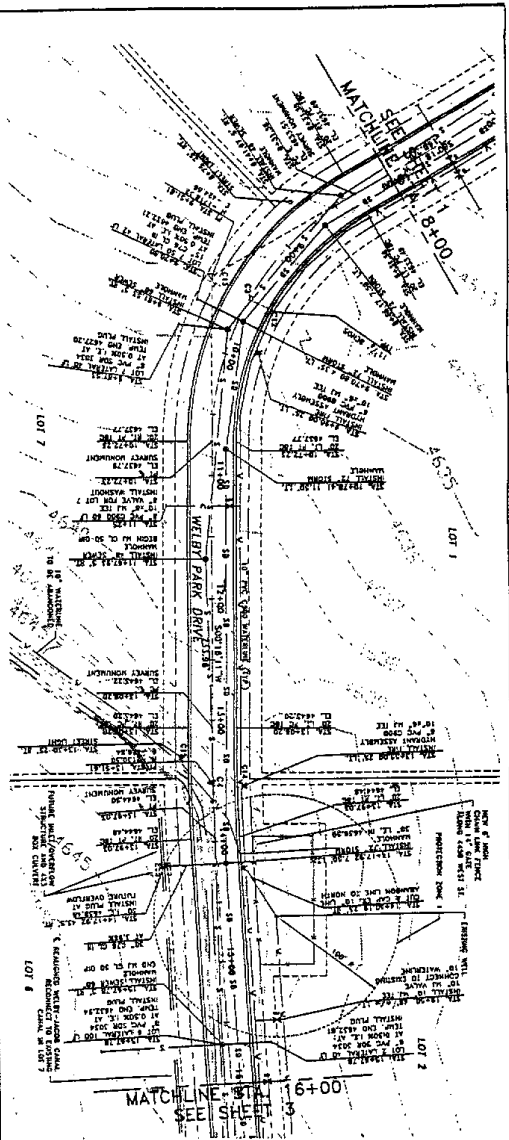
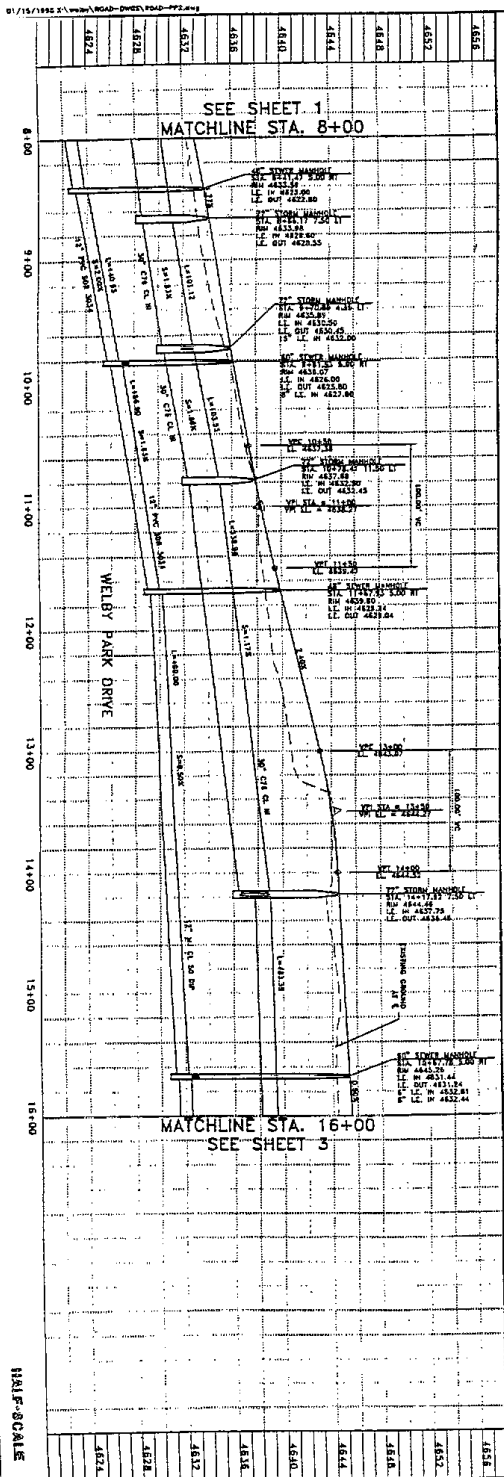
DESIGN	CPH
DRAWN	TWJ
CHECKED	CPH
SCALE	AS SHOWN
DATE	DEC-1997

BK8249PG8254



 AQUA ENGINEERING, INC. 1810 SOUTH MAIN SUITE C BOWLING, UT 84010 FAX: (801) 266-9155	DOMGAARD ASSOCIATES WELBY MANUFACTURING PARK WELBY STREET PLAN & PROFILE STA. 0+00 TO STA. 8+00		REVISIONS <table border="1"> <tr><th>NO.</th><th>DATE</th></tr> <tr><td>1</td><td>12/30/97</td></tr> <tr><td>2</td><td>1/15/98</td></tr> <tr><td>3</td><td>2/25/98</td></tr> <tr><td>4</td><td>3/24/98</td></tr> <tr><td>5</td><td>6/19/98</td></tr> </table>	NO.	DATE	1	12/30/97	2	1/15/98	3	2/25/98	4	3/24/98	5	6/19/98	DESIGN: [] DRAWN: [] CHECKED: [] SCALE: [] DATE: []
	NO.	DATE														
1	12/30/97															
2	1/15/98															
3	2/25/98															
4	3/24/98															
5	6/19/98															
2 SHEET																

BK8249PG8255



LEGEND

- PROPOSED LINE
- EXISTING LINE
- FINISH GRADE CONDITION LINE
- BRANCHED DITCH OR CANAL
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED STORM DRAIN LINE

3

AQUA
ENGINEERING, INC.
1610 SOUTH MAIN SUITE C BOUNTIFUL, UT 84010
801 963-1919

DOMGAARD ASSOCIATES
WELBY MANUFACTURING PARK
WELBY STREET PLAN & PROFILE
STA 8+00 TO STA. 16+00

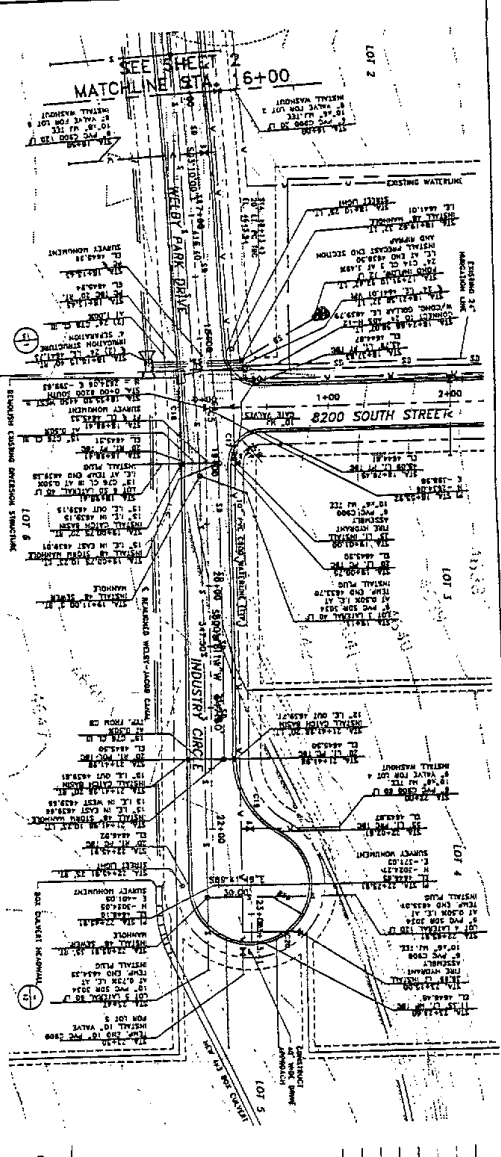
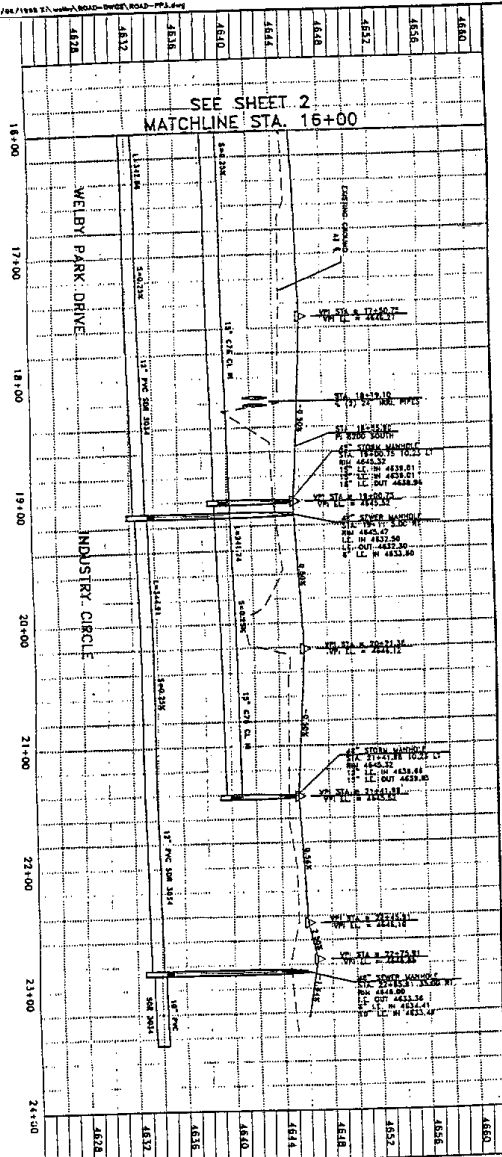
REVISIONS

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3	3/2/98

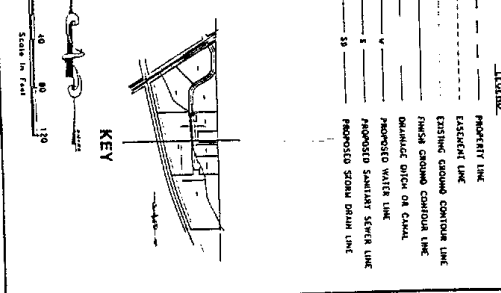


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SCALE: []
DATE: []

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NO.	STATION	RADIUS	LENGTH	TANGENT
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02	17+00.00	1000.00	100.00	100.00
03	18+00.00	1000.00	100.00	100.00
04	19+00.00	1000.00	100.00	100.00
05	20+00.00	1000.00	100.00	100.00
06	21+00.00	1000.00	100.00	100.00
07	22+00.00	1000.00	100.00	100.00
08	23+00.00	1000.00	100.00	100.00
09	24+00.00	1000.00	100.00	100.00



AQUA
ENGINEERING, INC.
1810 SOUTH MAIN SUITE C BOUNTIFUL, UT 84010
PHONE (801) 296-1100 FAX (801) 296-0155

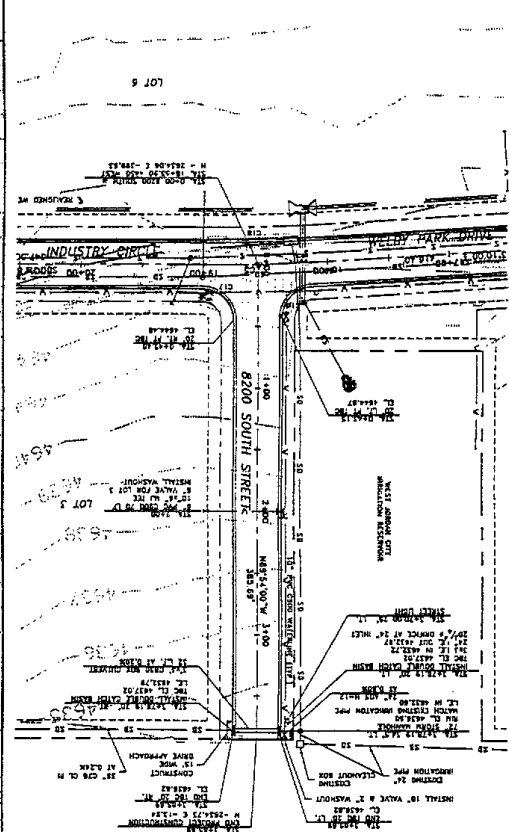
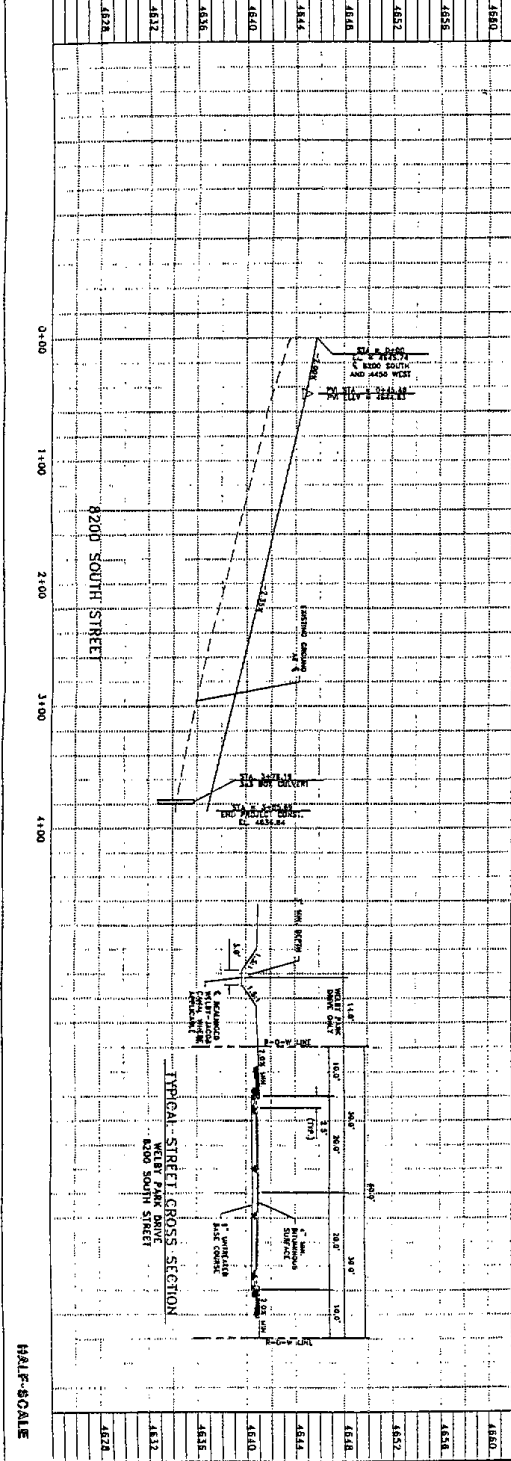
DOMGAARD ASSOCIATES
WELBY MANUFACTURING PARK
WELBY STREET / WELBY CIRCLE PLAN & PROFILE
STA. 16+00 TO STA. 23+35.91

NO.	DATE
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2	1/15/88
3	5/2/88
4	5/26/88
5	5/2/88



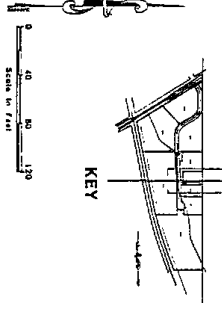
DESIGN	SEP
DRAWN	INT
CHECKED	ESB
SCALE	N.T.S.
DATE	5/2/88

DK 8249P68257



GENERAL NOTES

1. PROPOSED HORIZONTAL CURVES COMMENCE FROM THE NORTH QUARTER CORNER OF THE NORTH QUARTER CORNER OF SECTION 31, T2S, R12E, S4M WITH A LOCAL BASIS OF BEARING IN THE LINE AND THE SOUTH QUARTER CORNER OF SECTION 31, T2S, R12E, S4M.
2. THE PROJECT BEGINNING IS THE NORTH QUARTER CORNER OF THE NORTH QUARTER CORNER OF SECTION 31, T2S, R12E, S4M.
3. ALL CONSTRUCTION SHALL CONFORM TO WEST JORDAN CITY STANDARDS.



HALF-SCALE
SHEET 5

AQUA
ENGINEERING, INC.
1510 SOUTH MAIN SUITE C BOUNTIFUL, UT 84010
PHONE 801/295-1227 FAX 801/295-0152

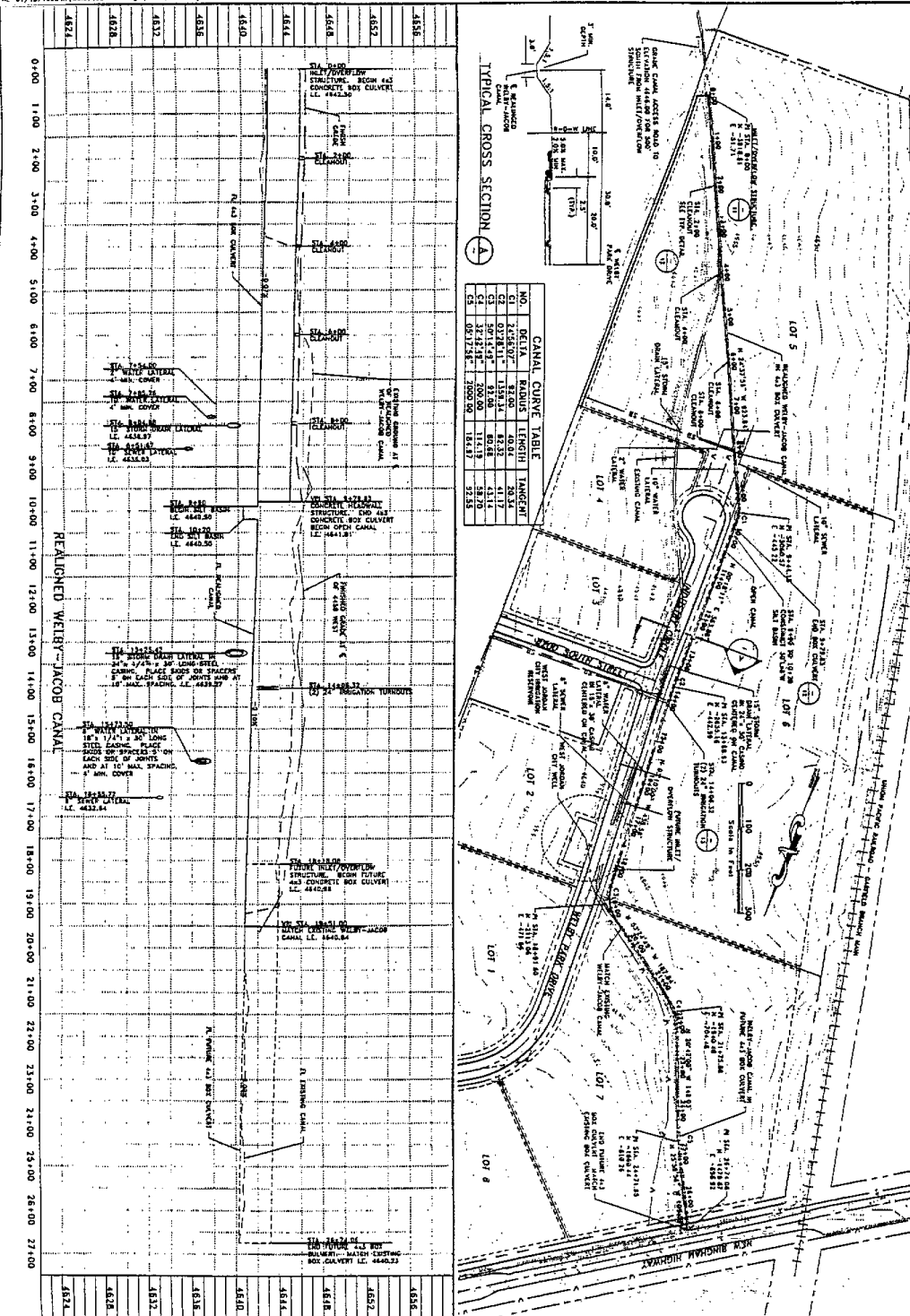
DOWGAARD ASSOCIATES
WELBY MANUFACTURING PARK
8200 SOUTH STREET PLAN & PROFILE
STA. 0+00 TO STA. 3+85.69

NO	DATE
1	12/29/97
2	1/15/98
3	2/12/98



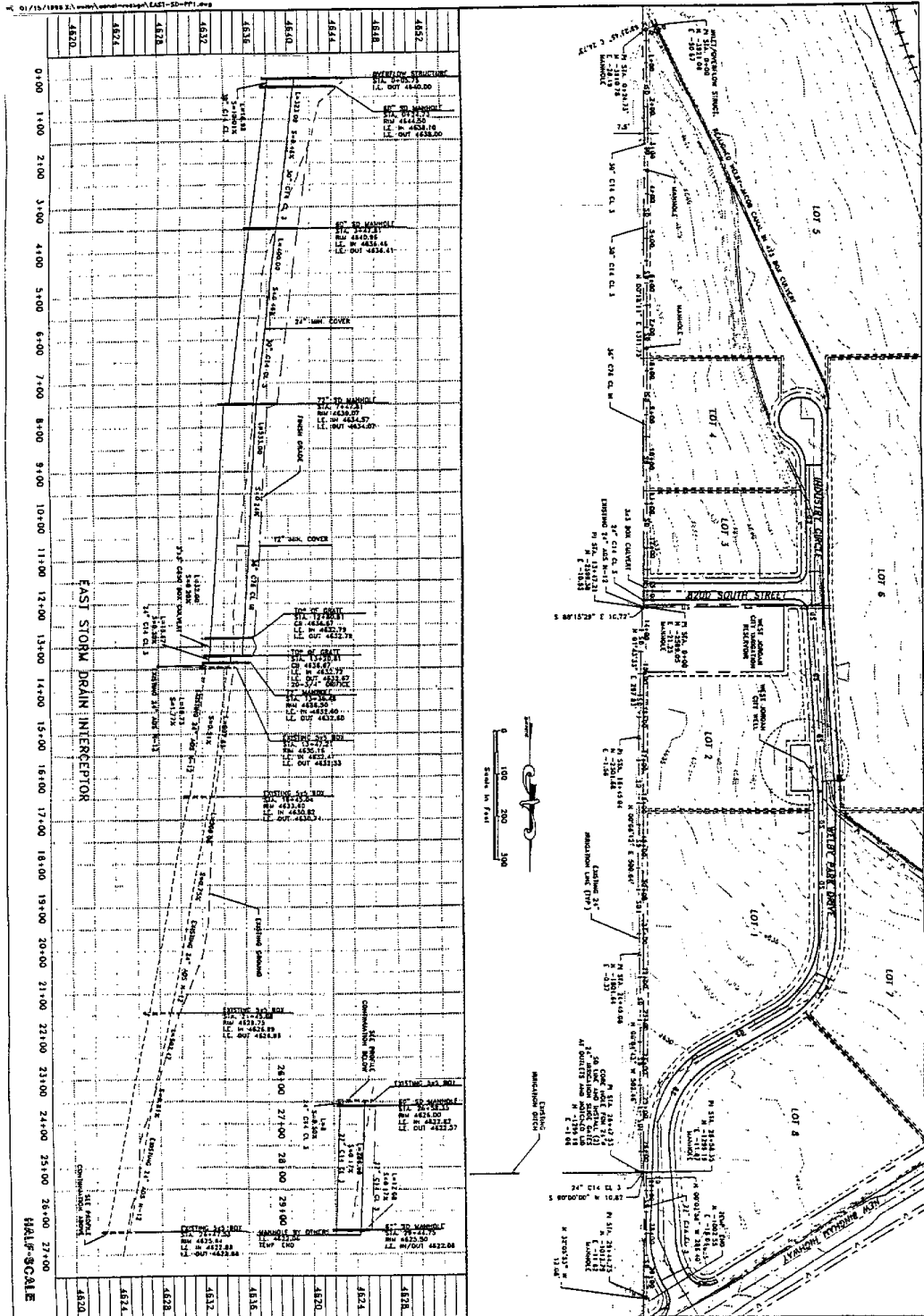
DESIGN: EGC
DRAWN: LWT
CHECKED: EGC
SCALE: 1" = 40'
DATE: 1/15/98
SEC. 1142

BK 8249P68258



<p>AQUA ENGINEERING, INC. 1810 SOUTH MAIN SLATE CIRCLE, SUITE 100 PHOENIX, ARIZONA 85004 PHONE (602) 998-1227 FAX (602) 998-0153</p>	<p>DOMGAARD ASSOCIATES WELBY MANUFACTURING PARK REALIGNED WELBY-JACOB CANAL PLAN & PROFILE STA. 0+00 TO STA. 26+74.06</p>	<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>12/30/97</td> </tr> <tr> <td>2</td> <td>1/15/98</td> </tr> <tr> <td>3</td> <td>3/10/98</td> </tr> <tr> <td>4</td> <td>3/20/98</td> </tr> <tr> <td>5</td> <td>7/2/98</td> </tr> </tbody> </table>	NO.	DATE	1	12/30/97	2	1/15/98	3	3/10/98	4	3/20/98	5	7/2/98	<p>DESIGN: ECH DRAWN: JHT CHECKED: ECH SCALE: 1" = 40' DATE: JUC 1998</p>
	NO.	DATE													
1	12/30/97														
2	1/15/98														
3	3/10/98														
4	3/20/98														
5	7/2/98														

BK8249P68259



AQUA
ENGINEERING, INC.
1810 SOUTH MAIN SUITE C BOONVILLE, UT 84010
PHONE (435) 298-1237 FAX (435) 298-0153

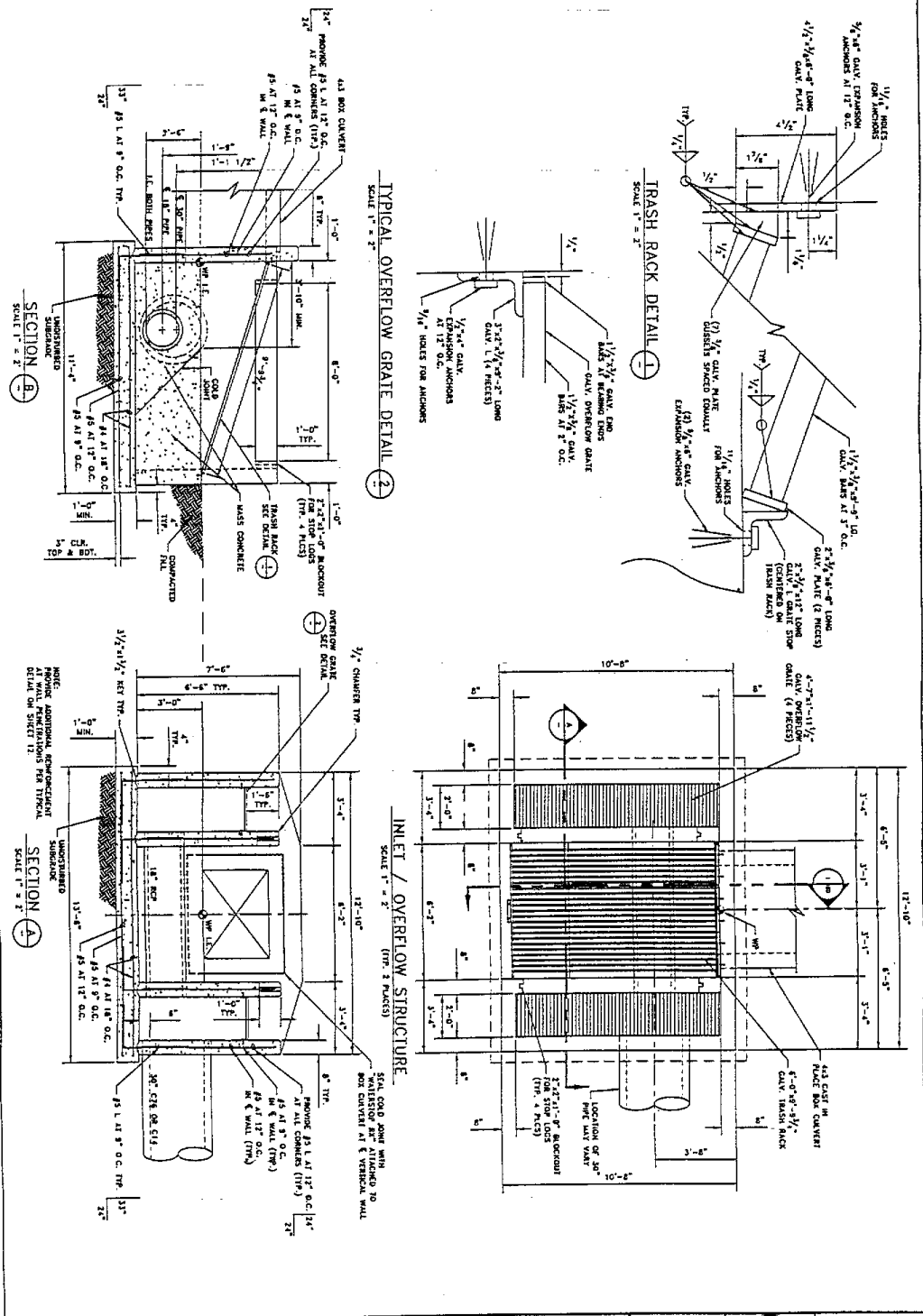
DOMGAARD ASSOCIATES
WELBY MANUFACTURING PARK
EAST STORM DRAIN INTERCEPTOR PLAN & PROFILE
STA 0+00 TO STA. 28+74.35

NO	DATE
1	12/30/97
2	1/15/98
3	5/28/98



DESIGN	EPD
DRAWN	INT
CHECKED	EPD
SCALE	AS SHOWN
DATE	DEC-1998

BK8249PG8260

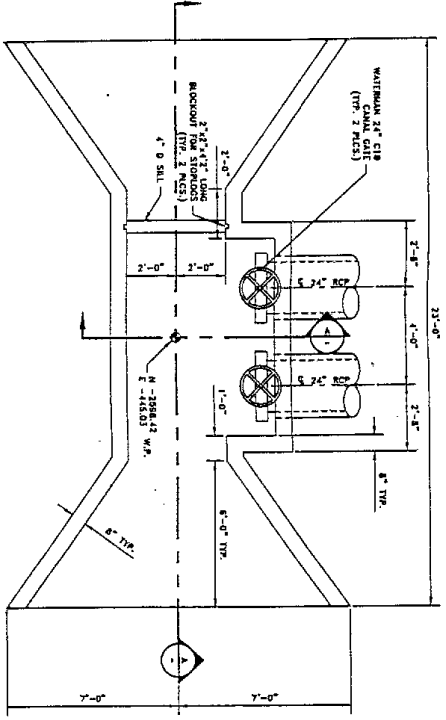


REVISIONS			DESIGN	DR
NO.	DATE		DRAWN	TR
1	1/15/88		CHECKED	CC
2	8/13/93	SCALE	AS SHOWN	
3		DATE	JAN. 1993	

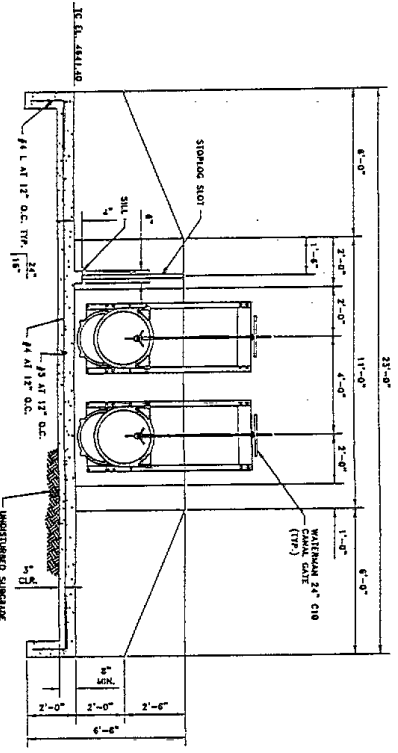
DOMGAARD ASSOCIATES
 WELBY MANUFACTURING PARK
 REALIGNED WELBY-JACOB CANAL
 INLET/OVERFLOW STRUCTURE

AQUA
 ENGINEERING, INC.
 1810 SOUTH MAIN SUITE C BOUNTIFUL, UT 84010
 PHONE 801/796-1577 FAX 801/796-6153

BK 8249PG8261

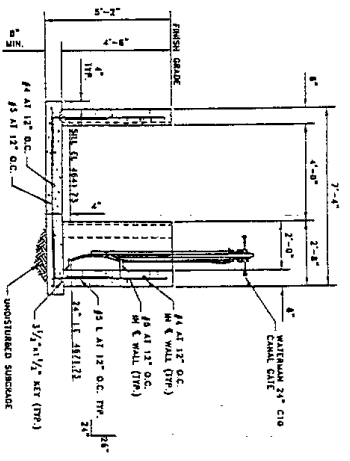


IRRIGATION STRUCTURE
SCALE 1" = 2'



SECTION 1
SCALE 1" = 2'

NOTE: APPROXIMATE DIMENSIONS FOR TYPICAL DETAILS ON SHEET 12.



SECTION 2
SCALE 1" = 2'

HALF-SCALE

AQUA
ENGINEERING, INC.
1610 SOUTH MAH BLVD. CANTONVILLE, UT 84010
PHONE (801) 299-1227 FAX (801) 299-0183

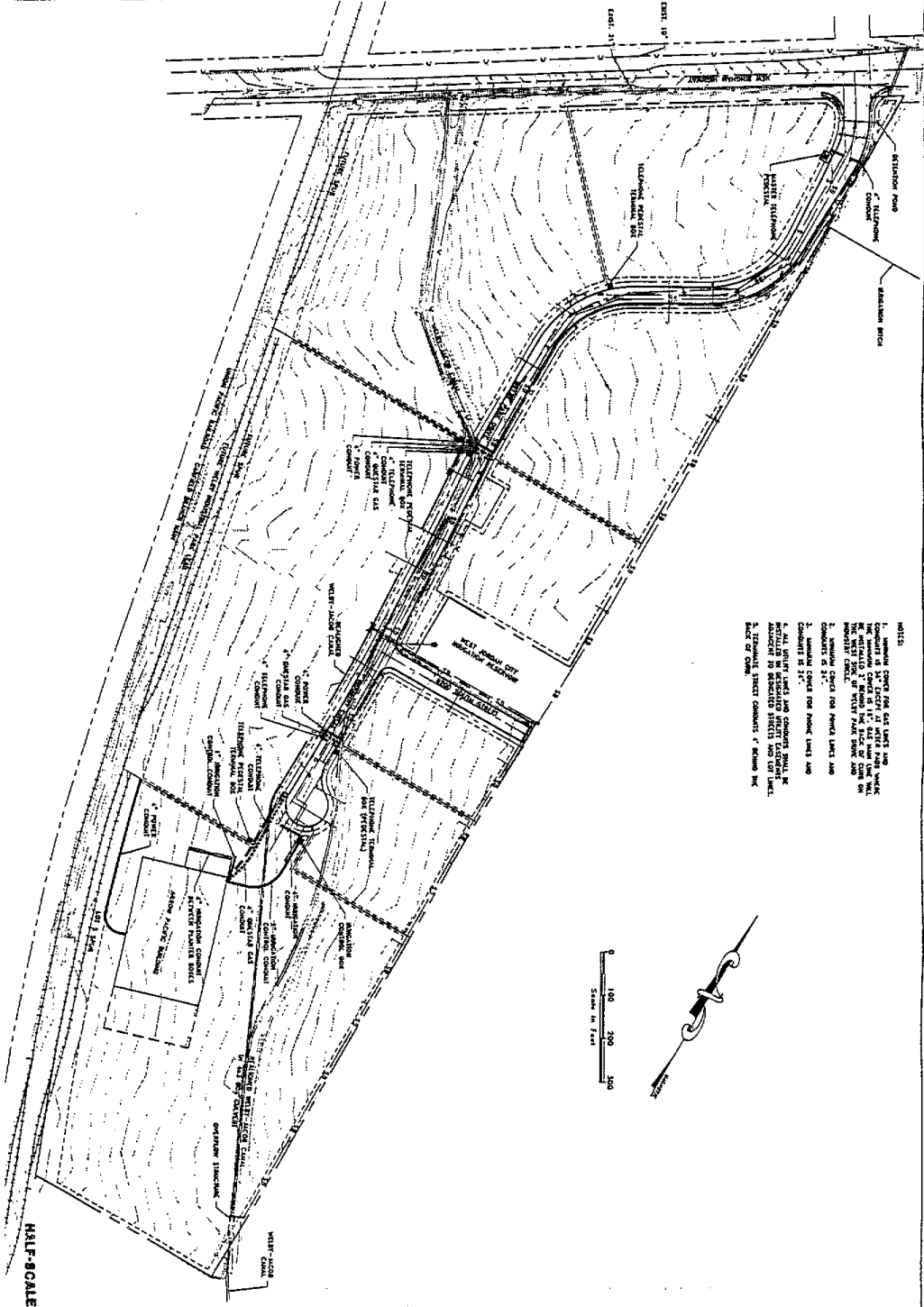
DOMGAARD ASSOCIATES
WELBY MANUFACTURING PARK
REALIGNED WELBY-JACOB CANAL
IRRIGATION DIVERSION STRUCTURE

REVISIONS	
NO.	DATE
1	1/15/98
2	2/4/98



DESIGN	CEH
DRAWN	TKM
CHECKED	CEH
SCALE	AS SHOWN
DATE	JAN. 1998

BK8249PG8263



NOTES:
 1. EXISTING CONDUIT TO BE REMOVED AND REPLACED WITH NEW CONDUIT.
 2. NEW CONDUIT TO BE INSTALLED AS SHOWN ON THIS PLAN.
 3. ALL CONDUIT TO BE INSTALLED AT A MINIMUM 18" BELOW FINISHED GRADE.
 4. ALL CONDUIT TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
 5. ALL CONDUIT TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
 6. ALL CONDUIT TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
 7. ALL CONDUIT TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
 8. ALL CONDUIT TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
 9. ALL CONDUIT TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
 10. ALL CONDUIT TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).

HALF-SCALE

11

AQUA
 ENGINEERING, INC.
 1610 SOUTH MAIN SUITE C BOONVILLE, UT 84010
 PHONE (801) 796-1227 FAX (801) 294-0153

DOMGAARD ASSOCIATES
 WELBY MANUFACTURING PARK
 UTILITY CONDUITS

NO.	DATE



DESIGN	CGH
DRAWN	INT
CHECKED	CGH
SCALE	AS SHOWN
DATE	MAR 1998

BK8249P68264

EXHIBIT C

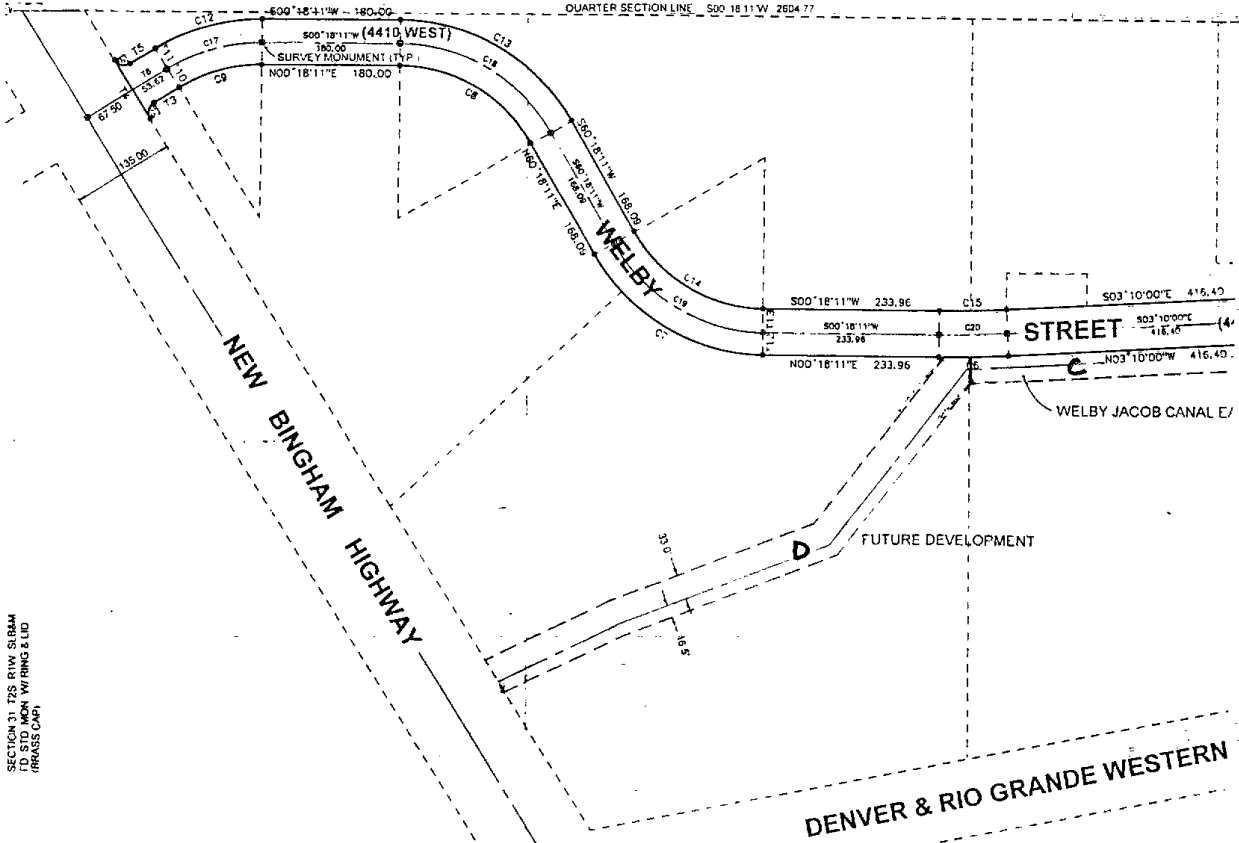
BK8249PG8265

PHASE WELBY MANUFAC

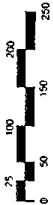
BEING A PORTION OF THE W 1/2 OF SECTION 31, TOWNSHIP 2 S
WEST JORDAN, U

QUARTER CORNER
ON 31 T2S R1W S8&M
BY ST. MON. WYRING & LID
(BRASS CAP)

POINT OF BEGINNING
CENTER OF SECTION 31
T2S R1W S8&M (NOT FOUND)



SECTION 31, T2S R1W S8&M
FD, STD. MON. WYRING & LID
(BRASS CAP)



SCALE - 1" = 100'

"T" TABLE		
NO.	BEARING	DISTANCE
T1	S00°18'11"W	60.00
T2	S00°18'11"W	100.00
T3	N31°47'10"W	38.62
T4	N58°12'50"E	90.00
T5	S31°47'10"E	38.62
T6	S31°47'10"E	53.62
T7	S89°41'49"E	30.00
T8	S00°18'11"W	30.00
T9	S00°18'11"W	30.00
T10	N58°12'50"E	30.00
T11	N58°12'50"E	30.00
T12	S89°41'49"E	30.00
T13	S89°41'49"E	30.00
T14	S89°41'49"E	30.00
T15	S85°14'40"E	30.09

CUJ		
NO.	BEARING	CHORD
C1	S45°12'05"W	21.18
C2	S29°41'49"E	60.00
C3	S08°57'41"E	92.91
C4	N17°12'53"W	707.01
C5	N01°25'55"W	83.15
C6	N01°25'54"W	92.64
C7	N00°18'11"E	260.00
C8	N00°18'11"E	200.00
C9	N15°44'29"W	110.55
C10	N76°47'10"W	21.21
C11	S13°12'50"W	21.21
C12	S15°44'29"E	143.72
C13	S30°18'11"W	260.00
C14	S30°18'11"W	200.00
C15	S01°25'55"W	79.01
C16	S48°32'	3.60
C17	S15°44'	7.14
C18	S30°18'	3.00
C19	S30°18'	3.00
C20	S01°25'	0.82
C21	S01°25'	4.97
C22	S02°17'	2.47
C23	S00°32'	2.51
C24	N68°57'	2.23

BK 8249 PG 8266



CIVIL ENGINEERS - LAND SURVEYORS
1 WEST 800 108th - 2824 • 4th FLOOR • WEST JORDAN, UT 84088

<p style="text-align: center;">PLANNING COMMISSION</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 19 _____ BY THE WEST JORDAN CITY PLANNING COMMISSION</p> <p>CHAIRMAN, WEST JORDAN PLANNING COMMISSION</p>	<p style="text-align: center;">CITY ENGINEER</p> <p>HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAN AND IT IS CORRECT IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE.</p> <p>DATE _____ WEST JORDAN CITY ENGINEER _____</p>	<p style="text-align: center;">APPROVAL AS TO F</p> <p>APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 19 _____</p> <p>WEST JORDAN CITY ATTORNEY _____</p>
--	--	--

EXHIBIT D

BK8249PG8268

After Recording Return to:

**QUIT-CLAIM DEED
TO A ONE ROD WIDE STRIP OF CANAL PROPERTY**

Welby Jacob Water Users Company, a Utah nonprofit corporation having its principal office at 1156 South State Street, Suite 200, Orem, Utah 84058 ("Grantor"), hereby quit claims to Eagle Pacific Industries, Inc., a Minnesota corporation whose address is 2430 Metropolitan Centre, 333 South Seventh St., Minneapolis, MN ("Grantee"), for the sum of Ten and No/100 Dollars, the following described tract of land in Salt Lake County, State of Utah:

Beginning at a point north 89°54'00" west along the quarter section line 400.44 feet from the center of Section 31, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence north 89°54'00" west along said quarter section line 16.52 feet to the west line of Welby Street; thence along said street line northwesterly 10.74 feet around the periphery of a curve to the left concave westerly having a radius of 1373.34 feet (chord = N 02°56'33" W 10.74 feet); thence north 03°10'00" west continuing along said street line 416.40 feet; thence continuing along said street line northwesterly 85.59 feet around the periphery of a curve to the right concave easterly having a radius of 1530.00 feet (chord = N 01°33'61" W 85.58 feet); thence south 52°01'52" east 20.99 feet; thence southeasterly 71.76 feet around the periphery of a curve to the left concave easterly having a radius of 1513.50 feet (chord = S 01°48'30" E 71.76 feet); thence south 03°10'00" east 416.40 feet; thence southeasterly 11.68 feet around the periphery of a curve to the right concave westerly having a radius of 1389.84 feet (chord = S 02°55'33" E 11.68 feet) to the point of beginning. Containing 0.192 acres.

WITNESS the hand of said Grantor this 19 day of Feb 1999,
1998:

WELBY JACOB WATER USERS COMPANY

By Jack McKee
Jack McKee, President and Trustee

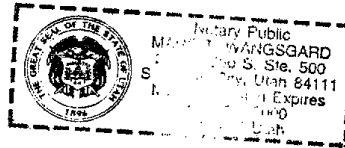
BK8249PG8269

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

On the 15th day of February, 199~~8~~⁹, personally appeared before me Jack McKee, the president and trustee of the Welby Jacob Water Users Company and the signer of the within instrument, who duly acknowledged to me that he executed the same on behalf of said company.

Marc Wangsgard
Notary Public

66787.1



BK8249P68270

After Recording Return To:
Welby Jacob Water Users Company
Attn: Richard Gappmayer, Secretary
1156 S. State Street, Suite 200
Orem, UT 84058

GRANT OF EASEMENT FOR THE REALIGNMENT
OF A SECTION OF THE WELBY CANAL

Eagle Pacific Industries, Inc., a Minnesota corporation whose address is 2430 Metropolitan Centre, 333 South Seventh St. Minneapolis, MN ("Grantor") hereby grants and conveys to the Welby Jacob Water Users Company, whose address is 1156 South State Street, Suite 202, Orem, Utah 84057 ("Grantee"), for good and valuable consideration, a perpetual exclusive easement for the operation, maintenance and repair of a canal, pipelines and related water delivery facilities over, across and through a tract of land more particularly described as follows:

[SEE EXHIBIT A]

This deed is executed to implement an "Agreement Covering the Relocation of the Welby Canal and Construction of Related Water Delivery Facilities Within the Welby Jacob Manufacturing Park," executed concurrently. The Grantor agrees not to construct any permanent structures within the property described in this easement that may in any manner impair Grantee's full use of the land to operate, maintain and repair Grantee's water delivery facilities. Grantor's use of the remaining ownership interest in the above-described land shall be subject to the paramount rights of the Grantee to operate, maintain and repair its canal and related facilities. In the course of operating, maintaining or repairing its facilities, Grantee shall have no obligation to repair or replace any improvements constructed by the Grantor or any third parties within the easement property.

DATED this 24th day of February, 1998.

EAGLE PACIFIC INDUSTRIES, INC.

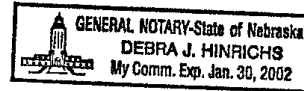
By J. Patrick K...
Its: President

BK 8249 PG 8271

~~Nebraska~~
STATE OF UTAH)
: ss.
COUNTY OF Adams)

On the 12th day of February, 1998⁹, personally appeared before me
G. Peter Ronen, President of Eagle Pacific
Industries, Inc. and the signer of the within instrument, who duly acknowledged to me
that (s)he executed the same on behalf of said company.

Debra J. Minrich
Notary Public



61026.1

BK8249PG8272

EXHIBIT A
TO
GRANT OF EASEMENT FOR THE REALIGNMENT
OF A SECTION OF THE WELBY CANAL

WELBY CANAL (SEGMENT A)

BEGINNING AT A POINT WHICH IS SOUTH 00°18'11" WEST ALONG THE QUARTER SECTION LINE 1302.62 FEET FROM THE CENTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°18'11" WEST ALONG SAID QUARTER SECTION LINE 117.41 FEET; THENCE NORTH 24°37'55" WEST 1062.76 FEET; THENCE NORTH 00°18'11" EAST 34.98 FEET; THENCE SOUTH 89°41'49" EAST 33.00 FEET TO THE WESTERLY LINE OF A PROPOSED STREET; THENCE ALONG SAID STREET LINE SOUTHEASTERLY 62.01 FEET AROUND THE PERIPHERY OF A CURVE TO THE LEFT CONCAVE EASTERLY HAVING A RADIUS OF 60.00 FEET (CHORD = S29°18'18"E 59.29 FEET); THENCE SOUTH 24°37'55" EAST 916.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 1.161 ACRES

WELBY CANAL (SEGMENT B)

BEGINNING AT A POINT ON THE WESTERLY LINE OF A PROPOSED STREET, WHICH POINT IS NORTH 89°54'00" WEST ALONG THE QUARTER SECTION LINE 416.96 FEET FROM THE CENTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID STREET LINE SOUTHEASTERLY 72.42 FEET AROUND THE PERIPHERY OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1373.34 FEET (CHORD = S01°12'28"E 72.42 FEET); THENCE SOUTH 00°18'11" WEST CONTINUING ALONG SAID STREET LINE 347.50 FEET; THENCE NORTH 89°41'49" WEST 33.00 FEET; THENCE NORTH 00°18'11" EAST 388.09 FEET; THENCE NORTH 03°10'00" WEST 31.74 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 89°54'00" EAST ALONG SAID QUARTER SECTION LINE 33.01 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.318 ACRES

BK8249PG8273

EXHIBIT E

BK8249PG8274

After Recording Return To:
Welby Jacob Water Users Company
Attn: Richard Gappmayer, Secretary
1156 S. State Street, Suite 200
Orem, UT 84058

EASEMENT AND RIGHT-OF-WAY
FOR ACCESS TO THE WELBY CANAL

Eagle Pacific Industries, Inc., a Minnesota corporation whose address is 2430 Metropolitan Centre, 333 South Seventh St. Minneapolis, MN ("Grantor") hereby grants and conveys to the Welby Jacob Water Users Company, whose address is 1156 South State Street, Suite 202, Orem, Utah 84057 ("Grantee"), for good and valuable consideration, a perpetual exclusive easement and right-of-way to operate and maintain a vehicular access roadway for the purpose of ingress and egress for the operation, maintenance and repair of the Welby Canal and related facilities along the following described tract of land:

Beginning at a point which is south 00°18'11" west along the quarter section line 60.00 feet from the center of Section 31, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence south 00°18'11" west along the quarter section line 1242.62 feet; thence north 24°37'55" west 35.58 feet; thence north 00°18'11" east parallel with said quarter section line 1210.30 feet to the south line of 8200 South Street; thence south 89°54'00" east along said street line 15.00 feet to the point of beginning. Containing 0.422 acres.

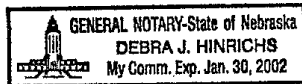
9
1998. WITNESS the hand of said Grantor this 12th day of February

EAGLE PACIFIC INDUSTRIES, INC.

By G. Peter Koenen
Its: President

Nebraska
STATE OF UTAH)
: ss.
COUNTY OF Adams)

On the 12th day of February, 1998, personally appeared before me G. Peter Koenen, President of Eagle Pacific Industries, Inc. and the signer of the within instrument, who duly acknowledged to me that (s)he executed the same on behalf of said company.



Debra J. Hinrichs
Notary Public

BK8249PG8275