

East Bench Canal Company

Application Packet

Guide for Application, Review, and Approval Process with
East Bench Canal Company
For Encroachment upon Easements & Facilities

East Bench Canal Company
General Instructions

This packet is intended to assist Applicants in working with East Bench Canal Company (EBCC). All Applicants are required to obtain permission from EBCC to do work affecting EBCC facilities. EBCC facilities mainly include a main canal and 13 laterals.

Any desired development that will affect EBCC facilities must go through the Application, Review, and Agreement Process. This includes any time that work is done within EBCC easements. Franson Civil Engineers (Franson Civil) is the engineering firm for EBCC. Franson Civil will review all plans that affect EBCC facilities. This review process is in-depth and may be lengthy depending on the quality of the plans submitted for review. The following is a guideline for the Application, Review, and Agreement Process affecting EBCC facilities:

- The Applicant uses the guidelines in the application packet to design the affected facilities to EBCC standards.
- Franson Civil receives the **application, application fees, and drawings**. The review process will not begin until these items have been received.
- Franson Civil will **review** the drawings, including the plat map. A meeting will be held with Franson Civil and EBCC to discuss the development. A redline comment letter will be sent to the Applicant with a checklist of items that must be addressed prior to approval (2-3 weeks for each review). The reviews will repeat as explained above until all items from the checklist have been addressed and plans are to EBCC standards. This typically takes 2-3 reviews. **If the standards in the packet are strictly adhered to, and the improvements to the facilities are well designed, the time involved in this review process can be greatly reduced.**
- **Bonding** is required by EBCC. When the drawings are acceptable, the Applicant will provide a cost estimate to Franson Civil for the construction of EBCC facilities so the bonding amount can be determined. Once the bonding amount has been determined, reviewed and accepted by EBCC, the Applicant will be notified of the amount. An example of a bond letter, which outlines the bonding requirements, is included in this packet. Once the bonding amount is set, the Applicant should have their bank prepare the bond using a template provided by Franson Civil.
- **Easements** for EBCC facilities must be recorded with the Utah County Recorder. Easements shall be shown on the Plat Map for the subdivision. Proof of record for the irrigation easements must be submitted to Franson Civil before the encroachment agreement will be prepared. Easements shall be in the name of East Bench Canal Company.
- An **Encroachment Agreement** will be prepared between the Applicant and EBCC once all of the above-mentioned items have been completed. Three copies of the agreement will be sent to the Applicant for signature. The Applicant will then mail or deliver the agreement to the EBCC president for discussion and approval at the next EBCC board meeting.
 - The agreement stays the same for most projects, so applicants can save time by reviewing the example agreement that is included in the Instruction Packet.

East Bench Canal Company
General Instructions

- Once the encroachment agreement has been signed by the Applicant and EBCC, permission has been granted to the Applicant to begin the construction phase in accordance with the agreement.
- The Applicant is required to notify EBCC and Franson Civil at least 24 hours in advance of beginning construction on irrigation facilities, as outlined in the agreement.
- Representatives from Franson Civil and/or EBCC will make site visits for construction review of the facilities to see construction progress. It is the responsibility of the Applicant to provide inspection of the work and to ensure the work is completed in accordance with the agreement.
- After construction is complete, a **final walkthrough** will be done by Franson Civil and EBCC to identify any final items that need to be completed before work is accepted by EBCC. A **punch list** will be prepared and sent to the Applicant listing items required, as applicable.
- If construction changes altered where EBCC facilities were installed and the easement was already recorded, an updated easement document will need to be recorded prior to acceptance by EBCC.
- When all these items are complete, EBCC will send a **letter of acceptance** to the Applicant stating the irrigation company facilities are complete.

Enclosed in this packet are:

- Large Subdivisions – Application Type 1
- Small Subdivisions (2 Lots) – Application Type 2
- Development Design Checklist (assist Applicant in designing plans to EBCC standards)
- Bond Letter Template
- Encroachment Agreement Example

EAST BENCH CANAL COMPANY

LARGE SUBDIVISIONS – APPLICATION TYPE 1
Application for Agreement to Encroach and Construct within
East Bench Canal Company (EBCC) Right-of-Way or Easement

1. Applicant for Encroachment Agreement (Applicant): _____

Mailing Address: _____
Contact Person: _____
Telephone Number: _____
Email: _____

2. Legal Name of Owner for Agreement: _____
Owner Mailing Address: _____
Signatory Name: _____
Telephone Number: _____
Email: _____

3. Contact Person (if different than #2): _____
Mailing Address: _____
Telephone Number: _____
Email: _____

4. Engineering Company: _____
Mailing Address: _____
Telephone Number: _____
Contact Person: _____
Email: _____

5. Brief Description of Proposed Construction within the EBCC easement (include location and subdivision name, if applicable): _____

6. Proposed start date: _____ Proposed completion date: _____

7. Attach two (2) 11x17 copies of plans/design drawings for the proposed construction. Also, email a digital plan set to Kyle DeVaney (email in #9 below). Plans shall be drawn to EBCC standards. A Design Checklist is available to assist engineers in designing to EBCC standards.

8. Attach a check for \$12,000 for the application and review fee. The application fee will be used by EBCC for purposes of administration, coordination, engineer review, preparation of agreements, construction review, legal guidance, and any other expenses it incurs related to this application. If costs incurred by EBCC are greater than the application fee, the Applicant will be responsible to reimburse EBCC for the remainder of the expenses.

Please make all checks payable to: **East Bench Canal Company.**

9. Send application, plans, and application fee by mail or email to:

Franson Civil Engineers
Attn: Canal Reviews
1276 South 820 East, Suite 100
American Fork, UT 84003
Email: encroachment@fransoncivil.com

10. The following persons are available for consultation:

EBCC Office	801-376-9790	
Joe Olsen	801-362-9493	EBCC President
Vince Hogge, P.E.	801-756-0309	Franson Civil Engineers

NOTES:

1. The EBCC bonding requirements are as follows: Bonding will be 110% of the total cost of irrigation facilities. Upon completion of construction, approval by EBCC, and successful delivery of water through the system, 100% of the bond will be released. One year after the project has been accepted and approved by EBCC, and pending no problems with the facilities, the remaining 10% of the bond will be released. All bond releases are subject to approval by EBCC.
2. Easements for EBCC must be recorded with the Utah County Recorder.
3. Starting construction without prior written approval in the form of an Encroachment Agreement from EBCC may result in an additional fee assessment of up to \$10,000 for encroachment from October 31 – March 1 and up to \$50,000 for encroachment from March 1 – October 31, and a project cease and desist letter. This fee may be taken from the bond if the Applicant does not pay within 30 days upon receipt of a written invoice.
4. If costs incurred by EBCC are greater than the application fee, the Applicant will be responsible to reimburse EBCC for the remainder of the expenses. These additional costs may be taken from the bond if the Applicant does not pay within 30 days upon receipt of a written invoice. If costs incurred by EBCC are less than the application fee, a refund will be given back to Applicant, upon written request at the end of the project.
5. The review process will not begin until the application fee is paid.
6. This application is valid for 6 months from the date it is submitted. The Encroachment Agreement must be signed within this 6-month period. Once the Encroachment Agreement is signed, the Applicant has one year to complete work on irrigation facilities.
7. This application cannot be sold to other parties. If the Applicant chooses to sell the property associated with this application, the application is voided, and the new owner is required to begin the application process again.

I have read, understood, and agree to the terms of this application.

Signature of Applicant

Printed Name/Title

Date

EAST BENCH CANAL COMPANY

SMALL SUBDIVISIONS (2 LOTS) – APPLICATION TYPE 2

Application for Agreement to Encroach and Construct within
East Bench Canal Company (EBCC) Right-of-Way or Easement

1. Applicant for Encroachment Agreement (Applicant): _____

Mailing Address: _____
Contact Person: _____
Telephone Number: _____
Email: _____

2. Legal Name of Owner for Agreement: _____
Owner Mailing Address: _____
Signatory Name: _____
Telephone Number: _____
Email: _____

3. Contact Person (if different than #2): _____
Mailing Address: _____
Telephone Number: _____
Email: _____

4. Engineering Company: _____
Mailing Address: _____
Telephone Number: _____
Contact Person: _____
Email: _____

5. Brief Description of Proposed Construction within the EBCC easement (include location and subdivision name, if applicable): _____

6. Proposed start date: _____ Proposed completion date: _____

7. Attach two (2) 11x17 copies of plans/design drawings for the proposed construction. Also, email a digital plan set to Kyle DeVaney (email in #9 below). Plans shall be drawn to EBCC standards. A Design Checklist is available to assist engineers in designing to EBCC standards.

8. Attach a check for \$8,500 for the application and review fee. The application fee will be used by EBCC for purposes of administration, coordination, engineer review, preparation of agreements, construction review, legal guidance, and any other expenses it incurs related to this application. If costs incurred by EBCC are greater than the application fee, the Applicant will be responsible to reimburse EBCC for the remainder of the expenses.

Please make all checks payable to: **East Bench Canal Company.**

9. Send application, plans, and application fee by mail or email to:

Franson Civil Engineers
Attn: Canal Reviews
1276 South 820 East, Suite 100
American Fork, UT 84003
Email: encroachment@fransoncivil.com

10. The following persons are available for consultation:

EBCC Office	801-376-9790	
Joe Olsen	801-362-9493	EBCC President
Vince Hogge, P.E.	801-756-0309	Franson Civil Engineers

NOTES:

8. The EBCC bonding requirements are as follows: Bonding will be 110% of the total cost of irrigation facilities. Upon completion of construction, approval by EBCC, and successful delivery of water through the system, 100% of the bond will be released. One year after the project has been accepted and approved by EBCC, and pending no problems with the facilities, the remaining 10% of the bond will be released. All bond releases are subject to approval by EBCC.
9. Easements for EBCC must be recorded with the Utah County Recorder.
10. Starting construction without prior written approval in the form of an Encroachment Agreement from EBCC may result in an additional fee assessment of up to \$10,000 for encroachment from October 31 – March 1 and up to \$50,000 for encroachment from March 1 – October 31, and a project cease and desist letter. This fee may be taken from the bond if the Applicant does not pay within 30 days upon receipt of a written invoice.
11. If costs incurred by EBCC are greater than the application fee, the Applicant will be responsible to reimburse EBCC for the remainder of the expenses. These additional costs may be taken from the bond if the Applicant does not pay within 30 days upon receipt of a written invoice. If costs incurred by EBCC are less than the application fee, a refund will be given back to Applicant, upon written request at the end of the project.
12. The review process will not begin until the application fee is paid.
13. This application is valid for 6 months from the date it is submitted. The Encroachment Agreement must be signed within this 6-month period. Once the Encroachment Agreement is signed, the Applicant has one year to complete work on irrigation facilities.
14. This application cannot be sold to other parties. If the Applicant chooses to sell the property associated with this application, the application is voided and the new owner is required to begin the application process again.

I have read, understood, and agree to the terms of this application.

Signature of Applicant

Printed Name/Title

Date

Project: _____

Engineer: _____

Date: _____

DEVELOPMENT DESIGN CHECKLIST

This checklist is intended to assist engineers in designing projects to East Bench Canal Company (EBCC) standards. All projects seeking acceptance by EBCC must be designed to these standards. When used correctly, this checklist will expedite the review and encroachment agreement process. Not all items on this checklist will be applicable to every project.

Neither EBCC nor Franson Civil Engineers (Franson Civil) will have responsibility for design or construction of Applicant's facilities. It is the responsibility of the Applicant and their engineer to design the project to EBCC standards. No approval or acquiescence by EBCC or Franson Civil will operate as a waiver or modification of EBCC standards.

EBCC Typical Drawings (Typical Drawings) are available for reference and are to be used as design examples. Typical Drawings, being design examples, do not represent an actual site specific design and are not to be directly included in the project plans. Final development drawings must be designed and prepared by a licensed professional engineer.

The Applicant will install the facilities that are constructed through the application process with no interruption of EBCC operations.

Note: This checklist is updated when standards are amended. Checking for the latest version of this checklist at www.fransoncivil.com/canal-applications will ensure the most up-to-date information. EBCC reserves the right to make exceptions to the standards or impose other requirements, dependent upon the Applicant's project.

GENERAL

- Appropriate application must be filled out and all application fees submitted.
- All drawings must be stamped, signed, and dated by a licensed professional engineer and must be professionally designed and drafted to current engineering standards. Drawings may be stamped after they are ready for the encroachment agreement.
- Show all existing irrigation facilities affected by the development.
- Show new location of all ditches. All open channel ditches must be piped.
- Submit Plat Map; all EBCC facilities must have recorded easements (see Easements section).
- All streets must be labeled properly.
- All concrete used in construction shall have a minimum compressive strength of 4,000 psi. The concrete mix shall include between 5% and 7% air entrainment.
- Apply Swellstop, Waterstop RX, or EBCC Engineer-approved equivalent to all concrete cold joints to prevent water seepage.
- Before submitting drawings to Franson Civil, please review and verify that all notes, references, and labels are correct and accurate.

- Bonding is required on all EBCC facility improvements. After drawings have been deemed acceptable by Franson Civil, please submit a detailed cost estimate of construction (materials and labor) of EBCC facilities. Once this has been checked, the bond amount will be set.
- Notes to be added to the drawing set under heading “East Bench Canal Company (EBCC) Notes:”
 - Applicant must notify Franson Civil Engineers (Franson Civil) and EBCC at least 24 hours before construction on EBCC facilities. Call Kyle DeVaney with Franson Civil at 801-756-0309 and J. Merrill Hallam with EBCC at 801-376-9790. Failure to do so may result in a \$5,000 fine.
 - All construction must be done to EBCC standards.
 - EBCC contact during construction: Kyle DeVaney, 801-756-0309.

PIPES

- EBCC standards require fused high density polyethylene (HDPE) pipe with a minimum of ¾-inch wall thickness.
- All pipes on all drawings must be specifically labeled for pipe type and size (i.e. 30-inch HDPE Pipe DR32.5). Specify inside diameter, pressure rating, etc.
- Any pipe replacing a ditch shall have a minimum inside diameter of 30 inches.
- All pipe sizes must be designed to carry sufficient flow for irrigation demands with 20% additional capacity for freeboard/emergencies. Coordinate with Franson Civil for flow requirements before beginning design of irrigation facilities.
- Plan and profile view of each pipe is required.
- Under roadways – trench detail is required showing bedding detail. EBCC standards require bedding 6 inches below pipe and 6 inches above, using a minimum of ¾-inch clean crushed rock unless specified otherwise by manufacturer.
- Yards, fields, etc. – trench detail is required showing bedding detail. EBCC standards require bedding 6 inches below pipe up to the springline, using a minimum of ¾-inch clean, crushed rock unless specified otherwise by manufacturer.
- “Irrigation” marking tape shall be installed 18 inches above the pipe to help protect pipe from future excavations.
- All backfill materials shall be compacted to a minimum of 95% standard Proctor density.
- Irrigation cleanout boxes are required every 500 feet, minimum, and at all alignment changes.
- Pipes or other utilities running parallel to the irrigation pipe in a shared easement shall be placed a minimum of 5 feet horizontally from the irrigation pipe.
- Pipes crossing perpendicularly over or under the irrigation pipe shall have a minimum 1-foot vertical clearance.

- Because HDPE is being used, the pipe needs to be restrained entering the cleanout boxes. Please provide detail of a thrust restraint. A commonly used restraint is electro-fusing flex restraints onto the HDPE pipe and encasing it in concrete. Please add a note and a detail for this.

IRRIGATION/CLEANOUT BOXES

- Detail drawings are required for irrigation boxes.
- All boxes must be correctly labeled showing size and dimensions.
- Boxes must show all pipes entering and exiting.
- Boxes shall have a minimum inside dimension of 4-feet by 4-feet. There shall be a minimum of 6 inches on each side of the pipe to the edge of the box.
- Boxes must be labeled to show distance between pipe and bottom of box (typically 6 inches).
- Boxes must show all gates with gate detail or specifics as to gate type, size, flow direction, etc. Waterman C-10 canal gates with a minimum of 24-inch hand wheels are required on all improvements.
- Lid/grate detail required:
 - Solid lids marked “IRRIGATION” are required when debris and soil can enter.
 - Grates should be used on diversion boxes with gates and where debris will not enter.
- Knock-out boxes are not allowed. All boxes shall be pre-cast with cored openings for the pipes or shall be cast-in-place.
- Pipes entering boxes shall be concreted on the outside and grouted on the inside.
- Irrigation boxes shall not be completely buried. They shall extend 6 inches above the surface of the final grade. Any existing boxes that do not extend to the final grade surface shall be raised 6 inches above final grade.
- Boxes are required at each direction change and/or on each side of a road crossing, and where two pipes of a different type come together.
- Boxes shall have metal sign attached to grate that reads:

Property of East Bench Canal Company
Irrigation Box May Not Be Fenced Within Property
Company Must Have Access From City Street
- See EBCC Standard Drawings for additional design requirements.

INLET AND OUTLET STRUCTURES

- Concrete flared end sections are required (pre-fabricated or cast-in-place) where a pipe will connect to a soil-lined ditch. Where a pipe will connect to a concrete-lined ditch, cast-in-place concrete shall be used and formed as a gradual transition from the pipe to the ditch.

- Trash racks are needed for all inlets from open ditches showing:
 - Spacing details: 4-inch spacing on center for most inlets (3.75-inch clear distance) and 8-inch spacing on center (7.5 clear distance) for pipes over 36 inches in size.
 - Slope 2:1 (H:V) or flatter.
 - Mounting details.
 - See EBCC Standard Drawings for additional design requirements.
- If transitioning to or from a soil-lined ditch, the detail should show riprap appropriately designed to protect the structure:
 - Riprap sized for velocities.
 - Appropriate length and location for riprap.

EASEMENTS

- Easements are required to be recorded with the Utah County Recorder for all EBCC facilities:
 - Plat Maps are best to have these easements recorded.
 - If the plat has already been recorded, the owner can grant the easement with a legal description and have this recorded. Provide the legal description to Franson Civil and an easement agreement will be prepared and sent for signatures.
 - Proof of the record must be submitted to Franson Civil.
- Easements are 20-feet wide minimum, centered over the pipe for laterals and will be determined on a case-by-case basis for the main canal. Easements shall be in the name of the East Bench Canal Company.
- Notes to be added to the Plat Map under heading “East Bench Canal Company Notes:”
 - No trees or shrubs in irrigation company easements.
 - No telephone boxes or power boxes in irrigation company easements.
 - Fences disturbed during construction activities must be replaced and returned to pre-construction condition, or better.
 - Irrigation boxes may not be fenced in yards. Direct access (not through fences) must be provided to East Bench Canal Company from city streets.

[Date]

East Bench Canal Company
Attn: Joe Olsen
900 East 1240 South
Spanish Fork, UT 84660

To Whom It May Concern:

"[Bank Name]" (hereinafter referred to as "Bank") does hereby establish a Performance Bond in favor of East Bench Canal Company (hereinafter referred to as "EBCC"). This bond is to ensure the installation of an irrigation facility to be installed as part of a land development known as Plat(s) "[Plat A, B, Etc.]" of "[Development Name]" located at "[Development Address]", "[City Name]", Utah "[Zip Code]". Said subdivision is owned and developed by "[Development Owner]". This Performance Bond is for One Hundred Ten Percent (110%) of the total cost of the improvements. The full amount of the bond being held by Bank is "\$[Total Bond Amount - 110%]" in account # "[Account #]".

One Hundred Percent (100%) of the bond (\$[Amount]) shall be released as soon as the project has been completed and water has been successfully delivered through the system. The project will not be deemed complete until the irrigation facility has been reviewed and approved by EBCC.

The remaining Ten Percent (10%) of the bond (\$[Amount]) will be released one year after the project has been completed, also pending approval by EBCC.

In the event that the irrigation facility is not installed by the developer within one year of the date of this letter, EBCC may make demand upon account # "[Account #]" at Bank, for any portion of the bond for this project. EBCC may also make demand to reimburse themselves for any costs associated with this project. This performance bond is to be governed by the laws of the Uniform Commercial Code of the State of Utah.

Funds will only be released upon written request from an authorized representative of EBCC.

Sincerely,

"[Bank Representative Name]"
"[Bank Representative Title]"
"[Bank Representative Phone #]"
"[Bank Representative Email]"

**EAST BENCH CANAL COMPANY
ENCROACHMENT AGREEMENT
WITH**

"[APPLICANT COMPANY NAME]"

This Encroachment Agreement is made and entered into by and between East Bench Canal Company, a Utah non-profit corporation, 900 East 1240 South, Spanish Fork, Utah 84660 (“Company”) and “[Applicant Company Name]”, “[Applicant Company Address]” (“Applicant”).

WITNESSETH

WHEREAS, Applicant desires to obtain Company’s consent to encroach upon Company’s easement and related facilities to install “[Description of Work]” and related facilities,

WHEREAS, Company does not object to the encroachment, provided the terms of this Agreement are strictly adhered to, and provided the construction work and facilities as constructed do not in any manner whatsoever interfere with Company’s use, operation, maintenance, and repair of Company facilities.

NOW THEREFORE, in consideration of the mutual benefits that will accrue to the parties hereto, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to describe the conditions under which Applicant may install “[Description of Work]” and related facilities (“Works”) within the Company easement granted by Applicant. This Agreement shall be limited to said purpose, and Applicant shall have no right to alter the Works in any manner without the prior written approval of Company.

2. Location.

The Works shall be located on the Company easement and related facilities at approximately “[Project Address]” in Spanish Fork, Utah, as referenced on the drawings labeled “[Drawing Title Block]” (attached hereto as Exhibit A).

3. Construction and Installation.

Applicant has submitted drawings to Company, copies of which are attached as Exhibit A. Applicant shall construct and install the Works strictly in accordance with the drawings as redlined by Company. Any encroachment of Company facilities prior to this Agreement is subject to a \$5,000 fine. Any Encroachment of Company facilities between March 1st to October 31st without a signed Encroachment Agreement is subject to a \$20,000 fine. Applicant agrees to pay Company said \$5,000 fine within 30 days upon receipt of an invoice, or bonds held by Company may be

used. The Works must be completed in accordance with this Agreement within 1 (one) year of the date of execution.

4. Easement.

Due to the Works being installed in a location which occurs in whole or in part outside the Company's prescriptive easement, Company requires a new easement for their facilities. Applicant shall grant a [Easement_Width] foot wide permanent easement ("Easement") in the name of East Bench Canal Company for the Works. The Easement may be recorded on the Plat Map by Applicant, or through a Company approved alternative method.

If the Works are installed outside the recorded Easement, Applicant shall prepare new documentation and record a new easement in the location of the Works. If the Applicant does not record an easement for the Works in a timely and/or satisfactory manner, Company may prepare easement documents and record them. Applicant agrees to reimburse Company any costs incurred by Company as a result of the easement within 30 days upon receipt of an invoice, or bonds held for the Works may be used for reimbursement.

5. Acceptance by Company and Warranty by Applicant.

Before the project will be given final approval, Applicant shall pay any additional expenses incurred by Company in excess of the application fees. Applicant agrees to reimburse Company any excess fees incurred by Company as a result of this Agreement, the full amount of such additional expenses due within 30 days upon receipt of an invoice, or bonds held by Company may be used for reimbursement. Upon completion of construction of Works by Applicant and final acceptance by Company engineers, Company shall accept ownership of and responsibility for the operation, maintenance, and repair of Works. Applicant warrants that the Works shall be free of any defects of material or labor for a period of 2 (two) years from the date of acceptance herein ("Warranty Period").

6. Rights Reserved.

This Agreement and all rights hereunder shall be held by Applicant, at all times subordinate and subject to the rights of Company to use, operate, maintain, repair, and replace the Works and related facilities. Company reserves the right to allow others to encroach upon the Works and related property to construct facilities that do not interfere with the Works.

7. Hold Harmless.

Company does not assume any liability resulting from this Agreement or the exercise thereof by the Applicant.

Applicant shall indemnify, defend, and hold Company harmless from any injury or damage to any persons or property, and/or claims of injury or damage made by third parties (whether or not such claims of third parties are meritorious) that result from or are claimed to result from, in whole or in part, any act, error, omission, or fault of Applicant, the exercise of any of the privileges

under this Agreement, or any design, construction, operation, use, maintenance, repair, or replacement of the Works.

Applicant shall defend, indemnify, and hold Company harmless from and against any action that challenges Applicant's use of the Company ditch or related properties.

Applicant shall be strictly responsible for any damage to, obstruction of, or interference with the use, operation, maintenance, repair, or replacement of the Company ditch or related facilities caused in whole or in part by Applicant and/or the design, construction, operation, use, repair, or replacement of the Works.

Company makes no warranty, express or implied, as to the extent or validity of the rights granted under this Agreement.

Applicant agrees that if, during the Warranty Period, the operation, maintenance, or repair of Works is made more expensive by reason of this Agreement, Applicant will reimburse Company the full amount of such additional expenses within 30 days upon receipt of an invoice, or bonds held by Company may be used for reimbursement.

8. Preservation of Natural Landscape.

Applicant shall exercise care to preserve the natural landscape and shall conduct its construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. All trees, native shrubbery, and vegetation outside the immediate area of the Works, or otherwise designated to remain, shall be preserved and shall be protected from damage. Upon completion of the installation of the Works, the construction site shall be smoothed and graded in a manner to conform to the natural topography of the landscape and shall be repaired, replanted, reseeded, or otherwise corrected, as directed by Company at Applicant's expense.

9. Termination.

Upon a good faith determination by the Company Board of Directors that there has been a material default by Applicant to strictly comply with the terms of this Agreement, Company may, at its option, terminate this Agreement by giving Applicant 20 (twenty) days prior notice of said default during which the Applicant shall have an opportunity to cure said default to avoid termination.

10. Assignment.

This Agreement shall not be assigned or transferred by Applicant without the prior written consent of Company, which consent shall not be unreasonably withheld.

11. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties and cannot be altered except through a written instrument signed by the parties. This Agreement supersedes all previous agreements related to the subject matter herein, whether written or oral.

12. Governing Law.

This Agreement shall be enforced and governed under the laws of the State of Utah, and jurisdiction for any action based on this Agreement shall be with the Fourth Judicial District Court, Utah County, State of Utah.

13. Special Construction Conditions.

a. Applicant shall notify Franson Civil Engineers and the Company representative 1 (one) week prior to construction. Notification must be given 24 (twenty-four) hours prior to the beginning of construction work and shall make re-notification of re-commencement of work following any cessation of work for more than 4 (four) days. The contact person at Franson Civil Engineers is Kyle DeVaney. His phone number is (801) 756-0309. The Company representative is Joe Olsen. His phone number is (801) 362-9493.

b. The Works shall be built according to the drawings titled "[Drawing Title Block]" (attached hereto as Exhibit A) and shall incorporate all redlines from Franson Civil Engineers' review.

c. All construction shall be completed to Company standards.

d. All concrete used in construction shall have a minimum compressive strength of 4,000 psi. The concrete mix shall include between 5% and 7% air entrainment.

e. Layback all slopes of embankment cut at 2 horizontal to 1 vertical so that backfill can be properly compacted.

f. Embankment material removed for excavation shall be re-compacted to meet a standard Proctor density of 95%.

g. If Company is not satisfied with the compaction efforts, Applicant may be required to perform compaction testing at Applicant's cost. All failed material shall be removed and recompacted to specifications.

h. All embankment materials shall be compacted impermeable soils.

i. Fences disturbed during construction activities must be replaced or returned to pre-construction conditions.

j. Applicant assumes all liability incurred through the modification of the irrigation facilities. This includes, but is not limited to, all damages associated with failure at or contiguous to the Works.

k. If this construction interferes with the delivery of irrigation water, this Agreement may be terminated pursuant to the Termination section hereinabove.

l. All new pipes must be documented by video camera after installation and backfill. Any problems with joints, levels, slopes, etc. discovered by the video technicians must be repaired. A digital copy of the video must be submitted to Company Engineer.

m. No trees, shrubs, or permanent structures are allowed inside Company easements.

n. If any irrigation and/or drainage facilities are located during construction that are not identified in Exhibit A, Applicant shall work with Company through drawing reviews and then shall perform what work is required to cause the irrigation facilities to remain functional for use by Company. All work shall be to Company standards. All costs are the responsibility of the Applicant.

14. Attorney's Fees.

In the event an action is filed in district court as a result of a dispute arising out of this Agreement, the prevailing party to such action shall be entitled to its attorney's fees.

The parties have executed this Agreement to be effective the ___ day of _____, [Year]

EAST BENCH CANAL COMPANY

Signature: _____

Name (Printed): _____

Title: _____

"[APPLICANT COMPANY NAME]"

Signature: _____

Name (Printed): _____

Title: _____