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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
GRANGER-HUNTER IMP. DISTRICT
PO BOX 701110
WVC UT 84170
BY: MGA, DEPUTY - WI 19 P.

When Recorded, Return to:
Granger-Hunter Improvement District
c/o Damien Blevins
2888 South 3600 West
West Valley City, Utah 84170-1110

Land Parcel No(s). _____

**WATER SERVICE LINE TRANSFER AGREEMENT
(AA Alpine Self Storage – West Valley City, LLC)**

THIS WATER SERVICE LINE TRANSFER AGREEMENT (“*Agreement*”), is made and entered into as of this 14 day of Jan., 2021 (the “*Effective Date*”), by and between **GRANGER-HUNTER IMPROVEMENT DISTRICT**, a body corporate and politic of the State of Utah, located at 2888 South 3600 West, West Valley City, Utah 84119 (the “*District*”), and **AA ALPINE SELF STORAGE – WEST VALLY CITY, LLC**, a Utah limited liability company, located at 745 East Alpine Blvd. Alpine, Utah 84128 (“*Property Owner*”). (The District and the Property Owner are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties.*”)

RECITALS

A. The District is an improvement district organized under Utah law to provide municipal water and sanitary sewer service to its customers within the service area of the District.

B. The Property Owner is a real estate investment and development company which owns certain commercial real property situated in the area of 5600 West and 3300 South in West Valley City, Utah, including specifically, Lots 2, 3, 4, 5 and 6, and Parcels 8 and 14, within that certain development known as Mountain View Business Plaza, all as more particularly described and depicted in EXHIBIT “A” hereto (collectively, the “*Development Property*”).

C. Municipal water service to the Development Property has been provided by the District through a water line located within the Development Property which has historically been maintained and

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repaired by the District in connection with providing water service to a K-mart and other retail stores previously contained within the Development Property. The Property Owner has re-subdivided the Development Property for redevelopment purposes (the "Project").

D. Inasmuch as the Development Property is now being redeveloped, the District has determined it is now the appropriate time, consistent with its standard policy, to require that the Development Property be brought into compliance with its rules and regulations which require that lateral water service lines located within private development property are to be privately owned and be the responsibility of the owners of the private property, and not the District.

E. The District and the Property Owner have agreed to enter into this Agreement pursuant to which title to the Water Service Line as defined herein shall be transferred by the District to the Property Owner and become the responsibility of the Property Owner, as set forth in and pursuant to the terms provided for in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Transfer of the Water Service Line to the Property Owner.**

1.1. **Description of the Water Service Line to be Transferred.** The water service line within the Development Property which is to be transferred to the Property Owner consists of an 8-inch PVC lateral pipeline, approximately 2,198 lineal feet in length, which commences on the Property Owner's side of the District-owned water turnout valve located in the middle of 5600 West Street at approximately 3300 South, and runs through the Development Property to the terminus of said line (the "Water Service Line"). The Water Service Line, which simultaneously serves as a fire line as provided in Section 2.1 herein, is more particularly described and depicted in EXHIBIT "B" attached hereto.

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1.2. Transfer by Bill of Sale; Freedom from Encumbrances. All right, title and interest in and to the Water Service Line shall be transferred by the District to the Property Owner pursuant to a bill of sale, in form and substance as set forth in EXHIBIT "C" hereto. The transfer shall be made free and clear of all liens, encumbrances and claims of whatsoever kind or nature. Copies of as-built drawings and other documents pertaining to the Water Service Line, which are in the possession of the District, shall be provided by the District to the Property Owner upon the Developer's request.

1.3. Condition of the Water Service Line. The District makes no warranty, express or implied, with respect to the condition of the Water Service Line upon transfer, and the Property Owner takes the Water Service Line in its "AS IS, WHERE IS" condition, with all faults.

1.4. Title, Operation and Maintenance. Upon transfer, the Water Service Line shall become fully private and be under the sole and separate ownership of the Property Owner, subject to the provisions of Sections 3 and 4 herein, and the Property Owner shall be solely and fully responsible for the management, operation, protection, maintenance, repair and replacement of the Water Service Line, at its sole cost and expense.

1.5. Relinquishment of Water Service Line Easement Interest. With the exception of an easement identified in connection with Parcel 8, the Parties are otherwise unaware of any existing easement pertaining to the Water Service Line; however, to the extent other District easements may exist within the Development Property pertaining to the Water Service Line, the District hereby relinquishes and terminates any such easement right or interest. Notwithstanding the foregoing, this Agreement shall be subject to any other recorded easements and restrictions which may exist on and affect the Development Property which shall remain in force and effect.

2. Authorized Uses of the Water Service Line; Additional Connections.

2.1. Use as a Fire Line. In addition to its use as the municipal water service line through which water service will be provided to the Development Property, the District hereby agrees that

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in consideration of the Property Owner's agreement to take title to and assume full responsibility for the Water Service Line as provided herein, the Water Service Line shall, as of the Effective Date, be authorized for use as the fire protection line required to facilitate fire protection service to the Project; thereby alleviating the need of the Property Owner to construct a new, independent fire protection line that would otherwise be required for the Project. The Property Owner's agreement herein to take title to and assume full responsibility for the Water Service Line shall constitute good, sufficient and full consideration for the transfer of said line by the District to the Property Owner.

2.2. Additional Connections. Subject to and limited by the maximum available capacity in the Water Service Line, as determined by the District in its sole discretion, based upon the size of the Water Service Line, the water use demands of the properties being connected, and such plans, specifications and requirements as the District shall reasonably require, and subject to prior payment of all applicable District fees and charges required pursuant to the District's rules and regulations, the District hereby agrees that the Property Owner's Lots 3, 4 and 5 within the Development Property may be connected to the Water Service Line. Except for the foregoing, no additional connections may be made to the Water Service Line by the Property Owner or any other person without the express written approval of the District, which approval shall be subject to and limited by the available Water Service Line Capacity, water use demands and such plans, specifications and requirements as the District shall reasonably require, as determined by the District in its sole discretion, and the prior payment of all applicable fees and charges required to be paid pursuant to District rules and regulations.

3. Water Meters and Meter Assemblies.

3.1. Existing Water Meters and Meter Assemblies; Grant of Easement.

(a) Water Meters and Meter Assemblies. The water meters which are presently connected to and utilized in connection with the Water Service Line include one 3/4-inch meter, one 1-inch meter, four 1&1/2-inch meters and one 2-inch meter (collectively, the "*Water Meters*"), including, in

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addition meters, the related valves, flanges, piping, meter vaults, manholes, meter boxes and all other related equipment and facilities required in connection with each Water Meter (collectively, the “*Existing Meter Assemblies*”). The Existing Meter Assemblies are located at the approximate locations depicted in EXHIBIT “D” attached hereto. Notwithstanding the fact that the Existing Meter Assemblies are attached to and utilized in connection with the Water Service Line, the Parties acknowledge and agree that the Existing Meter Assemblies are not being conveyed to the Property Owner, and shall be and remain the sole and separate property of the District, and shall be operated, maintained, repaired and replaced by the District at its sole cost and expense.

(b) Grant of Easement for All Existing Meter Assemblies. Simultaneously with the execution and recording of this Agreement, the Property Owner shall grant to the District a permanent easement for the ownership, operation, maintenance, repair and replacement of all Existing Meter Assemblies, including the right of ingress and egress for access thereto. The grant of easement required to be granted herein shall be in form and substance substantially similar to the Grant of Easement form attached as EXHIBIT “E” hereto.

3.2. New Meter Assemblies; Grants of Easement.

(a) Availability and Plan Review Application. Prior to the commencement of construction for any new connection to the Water Service Line, the Property Owner’s contractor doing the work shall be required to complete and submit to the District the District’s standard Availability and Plan Review Application (“*Application*”). Each Application shall be signed by the Property Owner prior to submission to the District for the purpose, among other things, of insuring that the Property Owner has reasonable, advance notice of the new connection.

(b) Provision of Materials and Construction; Title; Operation and Maintenance. All components comprising any New Meter Assembly as defined herein, including without limitation, the meter box and meter yoke, but not including the water meter itself, required in connection with any new

service connection to the Water Service Line shall be, or caused to be provided, constructed and installed by the Property Owner and/or its contractor, at the Property Owner's sole expense, subject to inspection and final approval by the District. Upon completion of construction and approval by the District, the District shall, at its sole cost and expense, provide and install the water meter in the meter yoke within the meter box (each, a "New Meter Assembly" and collectively the "New Meter Assemblies"). Upon installation of the water meter, title to each New Meter Assembly shall vest in and be and remain the sole and separate property of the District, and the District shall thereupon be solely and fully responsible for the management, operation, protection, maintenance, repair and replacement of each New Meter Assembly, at the District's sole cost and expense.

(c) Grants of Easement for New Meter Assemblies. As a condition to the District's approval of any new connection to the Water Service Line and prior to the construction and installation of each New Meter Assembly for any new connection, including the New Meter Assemblies for the connection of Lots 3, 4 and 5 as authorized herein, and any new connection approved by the District, the Property Owner shall grant to the District a permanent easement for the ownership, operation, maintenance, repair and replacement of each New Meter Assembly, including the right of ingress and egress for access thereto. Each easement required to be granted herein shall be in form and substance substantially similar to the Grant of Easement form attached as Exhibit E hereto.

4. Use of the Water Service Line. The Water Service Line, including the Water Meters and Meter Assemblies, shall constitute the facilities to be utilized by the District: (i) in delivering and controlling the water supply to be provided by the District for municipal water service to the Development Property, and (ii) in measuring, recording and accounting for the quantity of water delivered by the District for all uses within the Development Property, upon which water use fees and charges shall be calculated and billed by the District.

5. **Closing.** The Bill of Sale effectuating the transfer of the Water Service Line to the Property Owner as provided for herein shall be delivered by the District to the Property Owner not later than ten (10) working days following the execution of this Agreement by both Parties.

6. **Representation of Authority to Enter into this Agreement.** The Parties hereby represent that each Party has the full power and authority to enter into this Agreement, to carry out their respective obligations hereunder and to consummate the transaction contemplated hereby.

7. **Indemnification.**

7.1. **Indemnity by the Property Owner.** The Property Owner shall indemnify, reimburse, defend and hold the District and its officers, directors, trustees, employees, consultants and agents from and against and in respect of any and all demands, claims, actions, causes of action, judgments, assessments, taxes, fines, losses, damages, liabilities, interest, penalties, costs, and expenses, including, without limitation, reasonable legal fees, other professional fees and any disbursements incurred in connection therewith, (collectively "*Losses*"), resulting from, arising out of, related, in any way, to the ownership, operation, maintenance, repair and replacement of the Water Service Line, including any leakage therefrom, arising subsequent to the transfer of the Water Service Line by the District to the Property Owner. This indemnification obligation shall apply to all theories of recovery, including breach of contract or warranty, negligence, and strict or statutory liability, except for such Losses as may be caused by the portion of fault allocated to the District. The indemnification provided for in this section shall survive the expiration or termination of this Agreement.

7.2. **Indemnity by the District.** The District shall indemnify, reimburse, defend and hold the Property Owner and its officers, directors, trustees, employees, consultants and agents from and against and in respect of any and all demands, claims, actions, causes of action, judgments, assessments, taxes, fines, losses, damages, liabilities, interest, penalties, costs, and expenses, including, without limitation, reasonable legal fees, other professional fees and any disbursements incurred in connection

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therewith, (collectively “Losses”), resulting from, arising out of, related, in any way, to the ownership, operation, maintenance, repair and replacement of the Existing Meter Assemblies, and any New Meter Assemblies including any leakage therefrom, arising at any time subsequent to the District’s installation of the water meter by the District in a New Meter Assembly pursuant to Section 3.2(b) herein. This indemnification obligation shall apply to all theories of recovery, including breach of contract or warranty, negligence, and strict or statutory liability, except for such Losses as may be caused by the portion of the fault allocated to the Property Owner. The indemnification provided for in this section shall survive the expiration or termination of this Agreement.

8. **Waiver of Jury Trial.** To the fullest extent permitted by law, each of the Parties hereto expressly and knowingly waives any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, the transactions contemplated hereby, or the actions of such party in the negotiation, administration, performance and enforcement hereof. Each Party further waives any right to consolidate any action in which a jury trial cannot be or has not been waived. This provision shall survive any termination of this Agreement.

9. **Miscellaneous Provisions.**

9.1. **No Assignment.** Neither Party may assign its interest in this Agreement without the written consent of the other Party, subject to the provisions of Section 9.4 below.

9.2. **No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors-in-interest.

9.3. **Inducement.** The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.

9.4. **Binding Effect, Successors and Assigns.** This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors, assigns, receivers, liquidators, rehabilitators, conservators and supervisors.

9.5. Business Relationship. This Agreement does not acknowledge the existence of or establish a partnership, joint venture, or any other form of business relationship between the Parties other than as expressly set forth herein, and this Agreement is limited solely to the purposes and interests expressed herein.

9.6. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement; and the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

9.7. Entire Agreement. This Agreement constitutes the entire understanding and agreement by and between the Parties and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

9.8. Amendment. This Agreement cannot be altered or amended except pursuant to an instrument in writing executed by the Parties.

9.9. Further Action. The Parties hereby agree to execute and deliver such additional documents and to take such further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

9.10. Expenses of Enforcement. In any proceeding to enforce, interpret, rescind or terminate this Agreement or in pursuing any remedy provided hereunder or by applicable law, the prevailing Party shall be entitled to recover from the other Party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "prevailing Party" shall include, without limitation, a Party

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who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

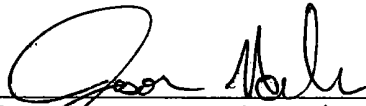
9.11. Incorporation of Recitals and Exhibits. The Recitals set forth above and all Exhibits attached hereto are hereby incorporated into and made a part of this Agreement as though fully set forth herein.

9.12. Warranty of Authority of the Individuals Executing this Agreement. The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite individual authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed as of the Effective Date first set forth above.

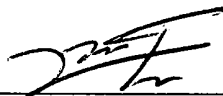
District:

GRANGER-HUNTER IMPROVEMENTS DISTRICT

By  _____
Its: General Manager

Property Owner:

**AA ALPINE SELF STORAGE –
WEST VALLY CITY, LLC,**

By  _____

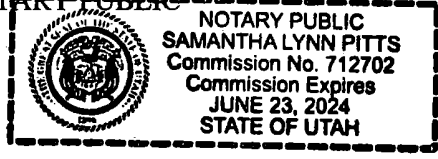
Norman Brazier
Printed Name of Signatory

Its: Manager

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 14 day of January, 2021, personally appeared before me Jason Helm who, being duly sworn upon oath did acknowledge and say that he/she is the GM of Granger-Hunter Improvement District, that he is duly authorized to sign the within and foregoing instrument on behalf of said district, and that said district duly executed the same.

Samantha Pitts
NOTARY PUBLIC



STATE OF UTAH)
Utah : ss.
County of ~~Salt Lake~~)

On the 11th day of January, 2021, personally appeared before me Doman Frazies who, being duly sworn upon oath did acknowledge and say that he is the Manager of AA Alpine Self Storage – West Valley City, LLC, that he is duly authorized to sign the within and foregoing instrument on behalf of said limited liability company, and that said limited liability company duly executed the same.

Danae Devey
NOTARY PUBLIC

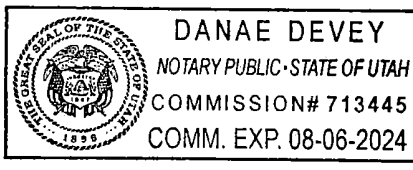


EXHIBIT "A"

(Legal Description and Depiction of Development Property)

Lots 2,3,4,5, & 6 Of Mountain View Business Plaza

All of Lots 2,3,4,5, & 6 of Mountain View Business Plaza according to the official plat there of as recorded at book 2019 Page 179 in the office of the Salt Lake County Recorder, A subdivision Situate in the Southeast Quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base & Meridian.

Contains 481,507 Square Feet or 11.054 Acres.

Parcel 8

A Parcel of land situate in the Southeast Quarter of Section 26, Township 1 South, Range 2 west, Salt Lake Base & Meridian being more particularly described as follows.

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 00°09'50" West 360.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 137.40 feet; thence North 00°08'47" West 68.00 feet; thence North 89°50'10" East 217.38 feet; thence South 00°09'50" East 72.88 feet; thence South 89°50'10" West 80.00 feet; thence North 00°09'50" West 4.88 feet to the point of beginning.

Contains 15172.95 Square Feet or 0.35 Acres.

Parcel 14

A Parcel of land situate in the Southeast Quarter of Section 26, Township 1 South, Range 2 west, Salt Lake Base & Meridian being more particularly described as follows.

Beginning South 89°59'10" West 500.01 feet and North 00°08'47" West 360.30 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 60.00 feet; thence North 00°08'47" West 2.85 feet; thence South 89°58'47" West 93.10 feet; thence North 00°09'50" West 64.90 feet; thence North 89°50'10" East 40.00 feet; thence South 00°09'50" East 5.00 feet; thence North 89°50'10" East 113.12 feet; thence South 00°08'47" East 63.00 feet to the point of beginning.

Contains 9567.21 Square Feet or 0.22 Acres.

MOUNTAIN VIEW BUSINESS PLAZA BOUNDARY

LOT 1

LOT 3

LOT 2

LOT 4

LOT 5

LOT 6

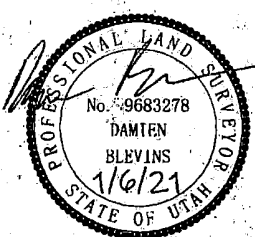
5600 WEST STREET

PARCEL 14

PARCEL 8



GRANGER-HUNTER IMPROVEMENT DISTRICT



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DEPICTION OF DEVELOPMENT PROPERTY - EXHIBIT A

EXHIBIT "B"

(Legal Description and Depiction of Location of Water Service Line)

Mountain View Business Plaza

An 8" Waterline being a portion of Lots 2,3,4,5,&6 of Mountain View Business Plaza according to the official plat there of as recorded at book 2019 P Page 179 in the office of the Salt Lake County Recorder. A subdivision situate in the Southeast Quarter of Section 26 Township 1 South, Range 2 West, Salt Lake Base & Meridian being more particularly described as follows.

Beginning at a point on the South line of said subdivision said point lies North 00°09'50" West along the section line 696.82 feet and South 89°50'10" West 179.26 feet from the Southeast Quarter of said section and running thence North 00°07'15" East 632.57 feet to the point of terminus.

Also beginning at a point which lies North 00°09'50" West along the section line 1327.08 feet and North 89°50'10" East 14.35 feet from the Southeast Quarter of said section and running thence North 89°28'15" West 353.70 feet, thence North 54°06'04" West 73.55 feet, thence South 89°31'46" West 143.08 feet, thence South 42°47'14" west 55.57 feet, thence North 89°51'45" West 57.85 feet, thence South 00°31'34" East 703.04 feet to the South line of said subdivision and the point of terminus.

Parcel 8

An 8" water being a portion of Parcel 8, said parcel situate in the Southeast Quarter of Section 26 Township 1 South, Range 2 West, Salt Lake Base & Meridian being more particularly described as follows.

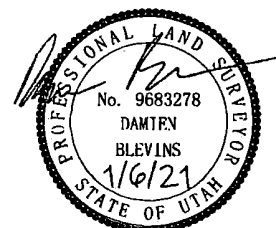
Beginning at a point on the south line of said parcel said point lies South 89°59'10" West along the section line 316.88 feet and North 00°00'50" East 355.90 feet from the Southeast Quarter of said section and running thence North 00°06'48" West 41.33 feet and North 89°50'31" East 33.41 feet to the point of terminus.

Parcel 14

An 8" Waterline being a portion of Parcel 14, said parcel situate in the Southwest Quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base & Meridian being more particularly described as follows.

Beginning at a point on the South line of said parcel said point lies South 89°59'10" West along the section 594.00 feet and North 00°00'50" West 362.99 feet and running thence North 00°05'38" West 9.91 feet, thence South 89°57'25" West 37.69 feet, thence North 00°22'18" West 55.06 to a point on the North line of said parcel and point of terminus.

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MOUNTAIN VIEW BUSINESS
PLAZA BOUNDARY

LOT 1 S42°47'14"W
55.57'

N89°51'45"W
57.85'

S89°31'46"W
143.08'

N54°06'04"W
73.55'

LOT 3 N89°50'10"E
14.35'

N89°28'15"W 353.70'

WATERLINES TO BE
TRANSFERED

LOT 2

S00°31'34"E 703.04'

N00°07'15"E 632.57'

LOT 4

LOT 5

LOT 6

S89°50'10"W
179.26'

SECTION LINE

5600 WEST STREET

696.82'
N00°09'50"W 1327.08'

SOUTHEAST CORNER SECTION 26
TOWNSHIP 1 SOUTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN

26 25
35 36

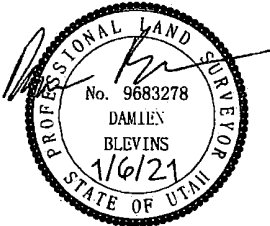
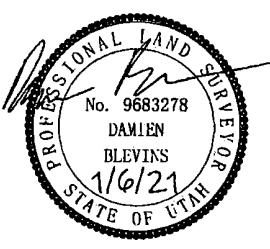
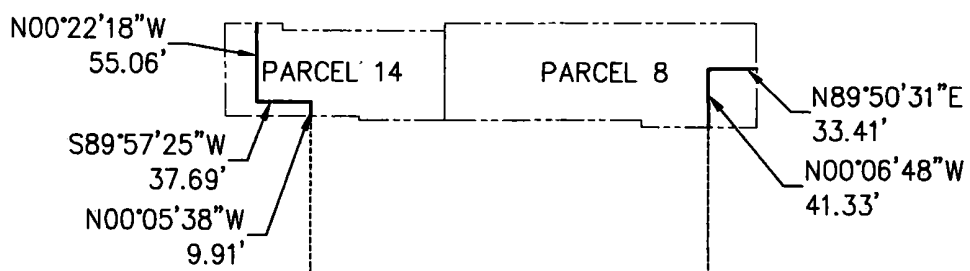
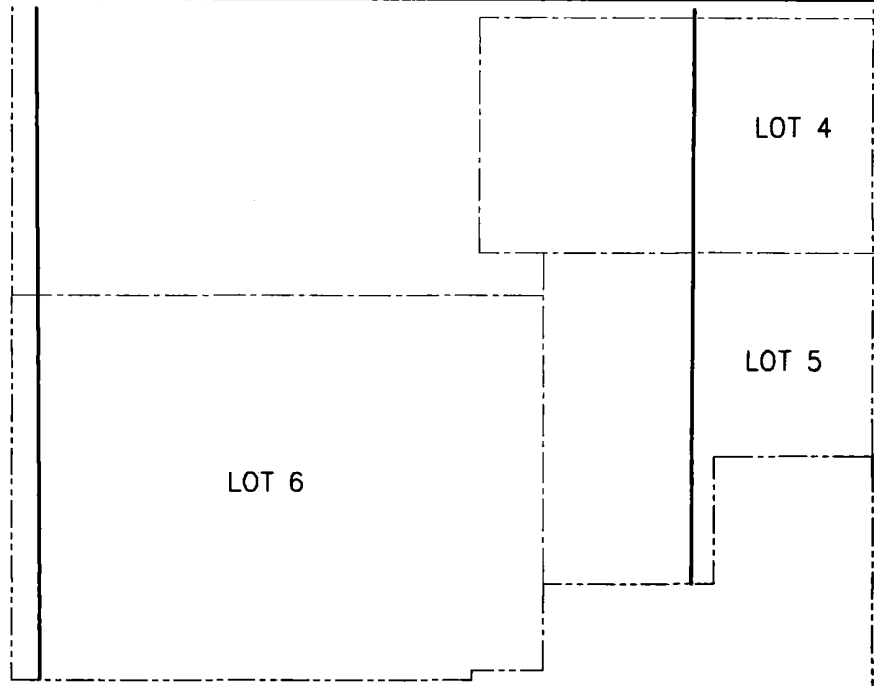


EXHIBIT "B"
LOTS 2,3,4,5, & 6 OF
MOUNTAIN VIEW BUSINESS PLAZA



GRANGER-HUNTER
IMPROVEMENT DISTRICT



SOUTHEAST CORNER SECTION 26
 TOWNSHIP 1 SOUTH RANGE 2 WEST
 SALT LAKE BASE & MERIDIAN
 594.00'

SECTION LINE
 S89°59'10"W
 3500 SOUTH STREET

SECTION LINE
 5600 WEST STREET

26 25
 35 36

EXHIBIT "B"
 PARCELS 8 & 14



BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

GRANGER-HUNTER IMPROVEMENT DISTRICT, a political subdivision of the State of Utah ("Seller"), for and in consideration of the sum of One and no/100 Dollars (\$1.00), the receipt and sufficiency whereof is hereby acknowledged, has bargained, sold, assigned, transferred and quit claimed, and by these presents does hereby bargain, sell, assign, transfer and quit claim to AA ALPINE SELF STORAGE – WEST VALLEY CITY LLC, a Utah limited liability company, ("Buyer"), that certain personal property more particularly described as follows:

An 8" Waterline being a portion of Lots 2,3,4,5,&6 of Mountain View Business Plaza according to the official plat there of as recorded at book 2019 P Page 179 in the office of the Salt Lake County Recorder. A subdivision situate in the Southeast Quarter of Section 26 Township 1 South, Range 2 West, Salt Lake Base & Meridian being more particularly described as follows.

Beginning at a point on the South line of said subdivision said point lies North 00°09'50" West along the section line 696.82 feet and South 89°50'10" West 179.26 feet from the Southeast Quarter of said section and running thence North 00°07'15" East 632.57 feet to the point of terminus.

Also beginning at a point which lies North 00°09'50" West along the section line 1327.08 feet and North 89°50'10" East 14.35 feet from the Southeast Quarter of said section and running thence North 89°28'15" West 353.70 feet, thence North 54°06'04" West 73.55 feet, thence South 89°31'46" West 143.08 feet, thence South 42°47'14" west 55.57 feet, thence North 89°51'45" West 57.85 feet, thence South 00°31'34" East 703.04 feet to the South line of said subdivision and the point of terminus.

Parcel 8

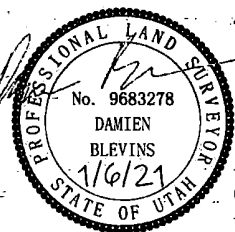
An 8" water being a portion of Parcel 8, said parcel situate in the Southeast Quarter of Section 26 Township 1 South, Range 2 West, Salt Lake Base & Meridian being more particularly described as follows.

Beginning at a point on the south line of said parcel said point lies South 89°59'10" West along the section line 316.88 feet and North 00°00'50" East 355.90 feet from the Southeast Quarter of said section and running thence North 00°06'48" West 41.33 feet and North 89°50'31" East 33.41 feet to the point of terminus.

Parcel 14

An 8" Waterline being a portion of Parcel 14, said parcel situate in the Southwest Quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base & Meridian being more particularly described as follows.

Beginning at a point on the South line of said parcel said point lies South 89°59'10" West along the section 594.00 feet and North 00°00'50" West 362.99 feet and running thence North 00°05'38" West 9.91 feet, thence South 89°57'25" West 37.69 feet, thence North 00°22'18" West 55.06 to a point on the North line of said parcel and point of terminus.



The Property is transferred in its "as is, where is" condition subject to and in conformance with the terms and provisions of that certain Water Service Line Transfer Agreement entered into by and between Seller and Buyer.

IN WITNESS WHEREOF, Seller has set its hand to this Bill of Sale this _____ day of _____, 2021.

GRANGER-HUNTER IMPROVEMENT DISTRICT

By: _____
It's:

MOUNTAIN VIEW BUSINESS
PLAZA BOUNDARY

LOT 1

LOT 3

WATERLINES TO BE
TRANSFERRED
LOT 2

WATER METER
LOCATIONS (TYP.)

LOT 4

LOT 5

LOT 6

SECTION LINE
5600 WEST STREET

SOUTHEAST CORNER SECTION 26
TOWNSHIP 1 SOUTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN

26 25
35 36

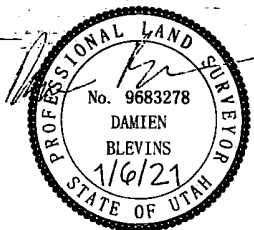


EXHIBIT "D"
**LOCATIONS OF EXISTING
WATER METERS & ASSEMBLIES**



GRANGER-HUNTER
IMPROVEMENT DISTRICT