RECORDING REQUESTED BY:

Central Utah Water Conservancy District 355 West University Parkway Orem, UT 84058 ENT 115646:2009 PG 1 of 17 RODNEY D. CAMPBELL UTAH COUNTY RECORDER 2009 Nov 05 3:33 pm FEE 0.00 BY SS RECORDED FOR NATIONAL TITLE AGENCY

Part of Parcels: 58-033-0053

and 58-033-0249

GRANT OF EASEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, COLLINS BROTHERS LAND DEVELOPMENT, LLC, a Utah limited liability company ("Grantor"), does hereby bargain, sell, convey and grant to CENTRAL UTAH WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah ("Grantee"), and its successors and assigns, the following easements and rights-of-way (collectively, the "Easement"):

An exclusive and perpetual easement and right-of-way for the ownership, location, survey, installation, construction, reconstruction, operation, inspection, maintenance, repair, renewal and replacement of underground water pipelines and all related equipment and facilities (the "Water Facilities"), over, under, across and through the land of Grantor located in Utah County, State of Utah, said property (the "Pipeline Easement Property"), being more particularly described in EXHIBIT "A" attached hereto and incorporated by reference herein.

A non-exclusive, perpetual easement and right-of-way for the right of access to, along and upon, and for the use of, an existing improved road located upon the land of Grantor, said property (the "Access Easement Property"), being more particularly described in EXHIBIT "B", attached hereto and incorporated by reference herein. The purpose of the nonexclusive perpetual easement and right of way shall be to provide access to the Pipeline Easement Property and to provide access to Grantee's property described on EXHIBIT "C", attached hereto and incorporated by this reference herein ("Grantee's Property").

The Pipeline Easement Property and the Access Easement Property are referred to herein collectively as the "Easement Property."

This Easement is granted subject to the following rights, covenants and restrictions:

1. During temporary periods, the Grantee shall have the right to utilize such portion of Grantor's land situated along and adjacent to the Pipeline Easement Property as described in Exhibit B (Temporary Construction Easement or "TCE") as shall be reasonably necessary in connection with the initial construction and installation of the Water Facilities. Grantee shall provide written notice at least ten (10) business days prior to commencing any major work related to the Water Facilities that might materially affect Owner or other persons having a right to use the surface of the Easement Property. Once commenced, construction of any Water Facilities shall be performed in a good and workmanlike manner and diligently prosecuted to completion. To the extent reasonable, Grantee shall promptly repair and restore any damage to or destruction caused by Grantee of the Pipeline Easement Property or Access

Easement Property so that the property is in substantially the condition it was in prior to commencement of the work. Grantee shall use its best efforts to avoid interruption of access of Owner or other persons having a right to use Grantor's property outside of the Easement Areas during periods of construction or otherwise.

- 2. Grantee's construction and operational activities related to its use of the Pipeline Easement Property as provided herein shall be performed in compliance with all applicable requirements of governmental entities having jurisdiction.
- 3. It is understood and agreed that the Easement set forth herein gives, grants and conveys to Grantee the permanent non-exclusive right of ingress and egress to and upon the Pipeline Easement Property for the purposes set forth herein, as well as the permanent non-exclusive right of ingress and egress to, along and upon the existing improved road situated within the Access Easement Property.
- 4. Within a reasonable time following completion of construction of any improvements associated with the Water Facilities within the Pipeline Easement Property, subject to suitable weather and/or soil conditions, Grantee, at its expense, shall reasonably restore the surface of the Pipeline Easement Property and any other adjacent land of Grantor disturbed by Grantee during construction, as near as practicable to its pre-construction condition. Grantee shall maintain all slopes within or adjacent to the Easement Areas to the extent affected by Grantee's work or use of the Easement Areas.
- 5. Grantor reserves the right to use and enjoy the Pipeline Easement Property subject to this Easement and Grantee's rights hereunder (including, without limitation, use thereof as landscaping and parking lot areas, and to cross the Pipeline Easement Property with other utility lines) and so long as Grantor shall not construct within the Pipeline Easement Property any permanent buildings or other structures or improvements, or plant any trees or shrubs whose roots would contact Grantee's pipeline equipment and facilities, or otherwise do anything or take any action which would unreasonably obstruct or interfere in any way with the Grantee's rights to the use of the Pipeline Easement Property and Grantee's rights of ingress or egress thereto as herein set forth. Grantor expressly acknowledges and agrees that Grantee shall have the right, without compensation to the Grantor, to physically remove any structure or other obstruction, and to cut and keep clear all trees, brush, native growth or foliage which are now or may hereafter be situated within the Pipeline Easement Property that may, in the Grantee's reasonable opinion, endanger, hinder or conflict with its rights hereunder; provided, that except in the event of an emergency, Grantee shall provide written notice to Grantor prior to any such removal. Grantee shall have no liability for any damage to any improvements made by Grantor to the extent such damage arises out of or in connection with Grantee's use of the Pipeline Easement Property consistent with its rights hereunder.
- 6. Grantor reserves the right to alter and relocate the Access Easement Property in connection with the development of its surrounding land, and the surrounding land owned by its affiliates, but may do so only after the first to occur of the date the Water Facilities are constructed or December 31, 2012. Such alteration of the Access Easement Property shall be permitted when and to the extent required by Governmental Authorities or as the Grantor otherwise determines, provided such alteration or relocation satisfies the following requirements:

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Grant of Easement.is6.doc

- (a) Grantor shall provide to Grantee written notice of, and conceptual plans for, the proposed alteration, relocation or other change not less than thirty (30) days before any work commences.
- (b) The access as altered or relocated is, in all material respects, equivalent to or better than the original Access Easement Property in terms of: (i) the accessibility and serviceability required by Grantee to Grantee's Property for the construction, ownership, use, operation, maintenance, repair and replacement of a culinary water storage reservoir and related facilities and equipment; and (ii) the level of improvements made by Grantee within the Access Easement Property as originally located.
- (c) Except with Grantee's consent, Grantor shall not alter the location at which the Access Easement Property enters Grantee's Property.
- (d) Such alteration, relocation, change or addition shall comply with all Governmental Requirements and except for temporary closures or interruptions to facilitate construction or relocation, such alteration, relocation or change shall not materially impair the access into or from the Pipeline Easement Property.
- (e) Any alteration or relocation of the Access Easement Property shall be at Grantor's sole cost and expense.
- 7. Grantee shall indemnify, defend and hold harmless Grantor from and against any claim, including costs, expenses, attorney's fees and costs, which arise from or by reason of the use of the Easements herein granted by Grantee; provided, however, that such obligation shall not be applicable to the extent such claim shall be caused by the negligence or willful acts of Grantor.
- 8. The Easement and related rights granted hereunder create an equitable servitude on the Easement Property and constitute a covenant running with the land which shall be binding upon Grantor and the Grantee and their respective legal representatives, successors-in-interest and assigns.
- 9. This Easement, and all rights, covenants and restrictions set forth herein may not be terminated, extended, modified or amended without the consent of Grantor and Grantee, and any such termination, extension, modification or amendment shall be effective only upon recordation in the official records of Utah County, Utah, of a written document effecting the same, duly executed and acknowledged by Grantor and Grantee.
- 10. By accepting delivery of and recordation of this Grant of Easement, Grantee acknowledges and agrees with the terms and provisions hereof.

(Signatures begin on following page)

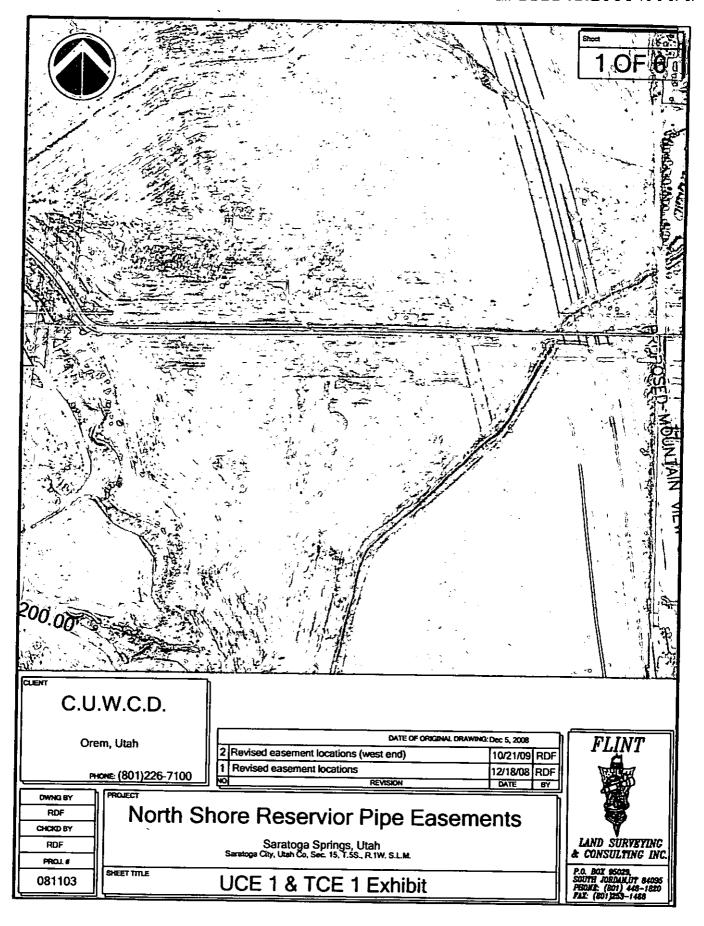
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WITNESS the hand of Grant	or this 24th day of October, 2009.
	GRANTOR: COLLINS BROTHERS LAND DEVELOPMENT, LLC, a Utah limited liability company By: Manager Manager
STATE OF Michigan) : ss. COUNTY OF Wayn) On this 34 TH day of Edwin A. Schradh J1. DEVELOPMENT, LLC, a Utah linhe/she executed the same.	Octobel , 2009, personally appeared before me the Resident Manager of COLLINS BROTHERS LAND mited liability company, who duly acknowledged to me that
My Commission Expires: March 4, 2012	JONATHAN McCLAIN Notary Public, State of Michigan, ONBO County of Wayne My Commission Expires Mar 7, 2012 Acting in the County of Wayne

EXHIBIT "A"

Legal Description of Pipeline Easement Property

Relating to Utah County Assessor's Parcel Numbers: 58-033-0053; 58-033-0143 and 58-033-0249



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LEGAL DESCRIPTION OF: UCE 1 (amended)

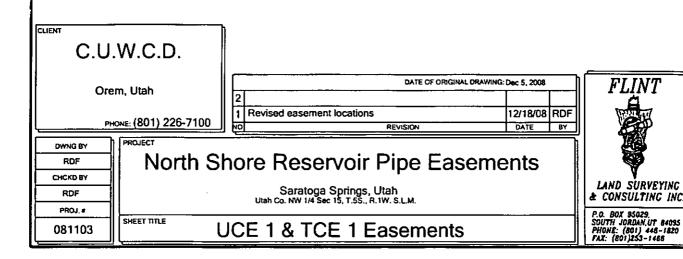
A 50 foot appurtenant & permanent utility easement, located in the North half of the Northwest Quarter of Section 15, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Saratoga Springs City, Utah County, State of Utah and being more particularly described as follows:

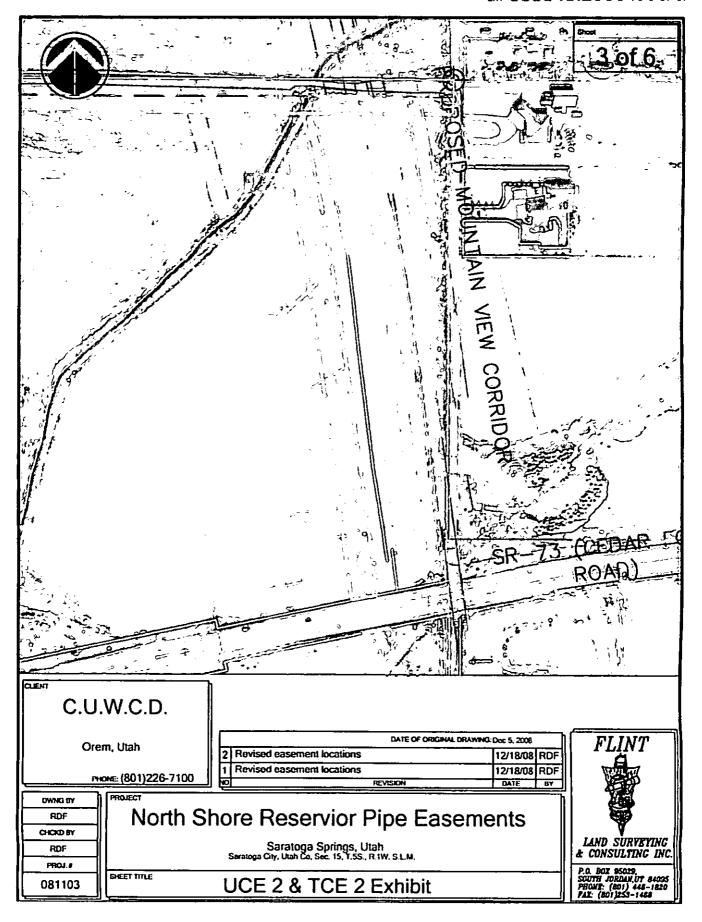
Commencing at a point which is 295.24 feet, South 89°51'55" East along the section line & 103.90 feet, South 05°59'12" West from the Northwest Corner of said Section and running thence, N 63° 14' 33" E for a distance of 228.51 feet to the section line; thence, along said section line S 89° 51' 55" E for a distance of 2166.89 feet; thence, S 00° 25' 39" W for a distance of 50.06 feet; thence, N 89° 51' 50" W for a distance of 2154.69 feet; thence S 63° 14' 33" W a distance of 248.70 feet; thence, N 05° 59' 11" E for a distance of 59.45 feet to the **POINT OF BEGINNING**; Containing 120,039 sqft

LEGAL DESCRIPTION OF: TCE 1 (amended)

A 100 foot appurtenant & Temporary Construction easement, located in the North half of the Northwest Quarter of Section 15, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Saratoga Springs City, Utah County, State of Utah and being more particularly described as follows:

Commencing at a point which is 295.24 feet, South 89°51'55" East along the section line & 103.90 feet, South 05°59'12" West from the Northwest Corner of said Section and running thence, N 63° 14'33" E for a distance of 228.51 feet to the section line; thence along said section line, S 89° 51' 55" E for a distance of 2166.89 feet; thence, S 00° 25' 39" W for a distance of 100.06 feet; thence, N 89° 51' 50" W for a distance of 2142.48 feet; thence S 63° 14' 33" W a distance of 268.90 feet; thence, N 05° 59' 11" E for a distance of 118.89 feet to the **POINT OF BEGINNING**; Containing 240,408 sqft





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LEGAL DESCRIPTION OF: UCE 2

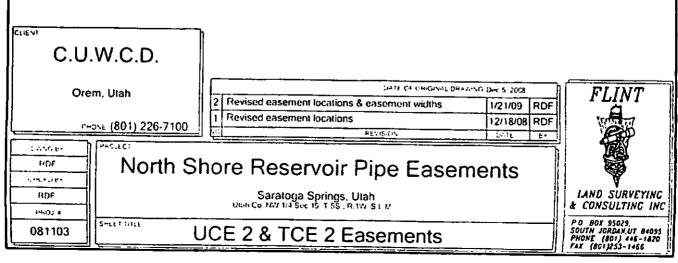
A 30 foot appurtenant & permanent utility easement, located in the East half of the Northwest Quarter of Section 15, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Saratoga Springs City, Utah County, State of Utah and being more particularly described as follows:

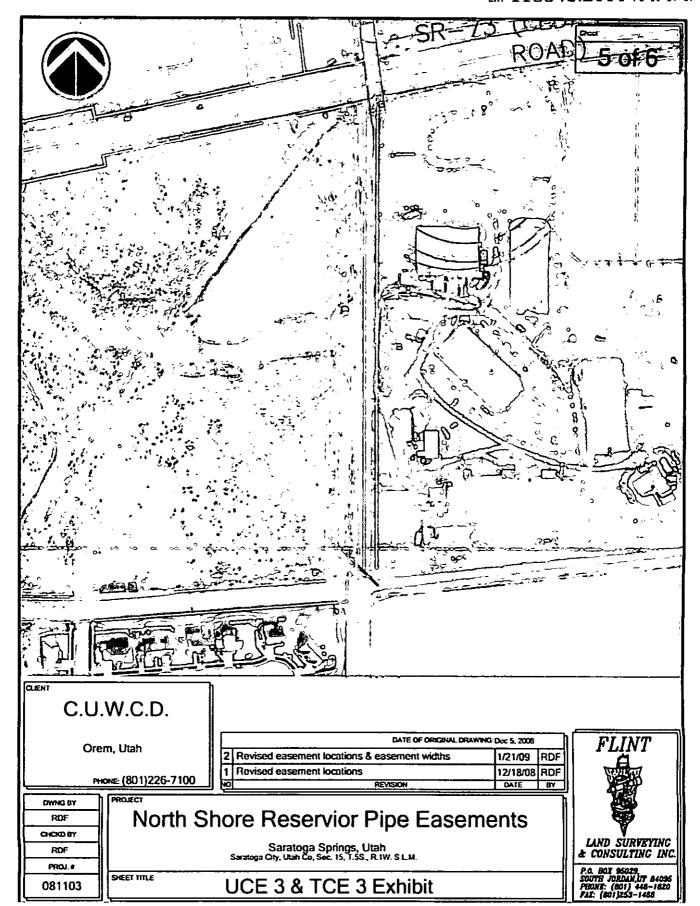
Commencing at a point which is 2178.04 feet, South 89°51'55" East along the section line & 50.04 feet. South from the Northwest Corner of said Section and running thence, S 89°51'50" E for a distance of 30.75 feet to the West right of way line of the proposed Mountain View Corridor and to the beginning of a 9739.00 foot radius curve to the right: Thence along said West right of way line the following 2 calls (1) 793.97 feet along said curve through an angle of 04°40'16", and whose long chord bears S 10°09'00" E for a distance of 793.75 feet; (2), S 07°44'05" E for a distance of 666.48 feet to the North right of way line of a State Highway known as SR-73; Thence along said North right of way line, S 78°03'00" W for a distance of 30.08 feet; Thence running perpendicular to and being 30 feet west of the West right of way line of said Mountain View Corridor the following 2 calls, (1) N 07°44'05" W for a distance of 668.67 feet to the beginning of a 9709.00 foot radius curve to the left; (2) 798.22 feet along said curve, through an angle of 04°42'38", and whose long chord bears N 10°10'12" W for a distance of 798.00 feet to the POINT OF BEGINNING. Containing 43,910 square feet.

LEGAL DESCRIPTION OF: TCE 2

A 75 foot Temporary Construction easement, located in the East half of the Northwest Quarter of Section 15, Township 5 South, Range 1 West, Salt Lake Base and Meridian. Saratoga Springs City, Utah County, State of Utah and being more particularly described as follows:

Commencing at a point which is 2142.94 feet, South 89°51'55" East along the section line & 100.05 feet, South from the Northwest Corner of said Section and running thence, S 89'51'50" E for a distance of 76.78 feet to the West right of way line of the proposed Mountain View Corridor and also to the beginning of a non-tangential 9739.00 foot radius curve to the right; Thence along said West right of way line the following 2 calls; (1) 742.76 feet along said curve, through an angle of 04°22'11", and whose long chord bears S 09'59'58" E for a distance of 742.58 feet; (2) S 07'44'05" E a distance of 666.48 feet to the North right of way line of a State Highway known as SR-73; Thence along said North right of way line, S 78'03'00" W for a distance of 75.20 feet; Thence running perpendicular to and being 75 feet west of the West right of way line of said Mountain View Corridor the following 2 calls. (1) N 07'44'05" W for a distance of 671.96 feet to the beginning of a 9664.00 foot radius curve to the left: (2) 753.37 feet along said curve through an angle of 04'28'00", and whose long chord bears N 10'02'53" W for a distance of 753.18 feet to the POINT OF BEGINNING; Containing 106.296 square feet





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LEGAL DESCRIPTION OF: UCE 3

A 30 foot appurtenant & permanent utility easement, located in the Southeast Quarter of the Northwest Quarter of Section 15, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Saratoga Springs City, Utah County, State of Utah and being more particularly described as follows:

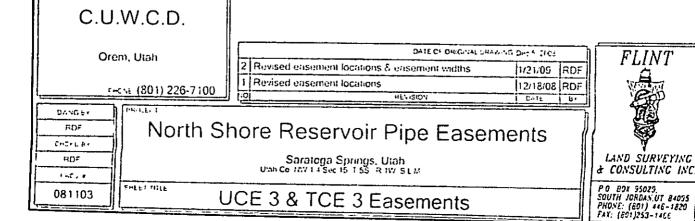
Commencing at a point, being on the South right of way line of State Highway SR-73, which is also 1594.98 feet. South 00°25'39" West along the section line & 222.72 feet, West from the North Quarter Corner of said Section and running thence along the South line of a State Highway known as SR-73, N 78' 03' 00" E for a distance of 31.60 feet; Thence, S 30'14'05" E for a distance of 321.26 feet; Thence, S 00°25'36" W for a distance of 862.12; Thence, S 85°24'51" W for a distance of 30.11 feet; Thence, N 00°25'36" E for a distance of 856.53 feet; Thence N 30'14'05" W a distance of 322.95 feet to the POINT OF BEGINNING; Containing 35.443 square feet

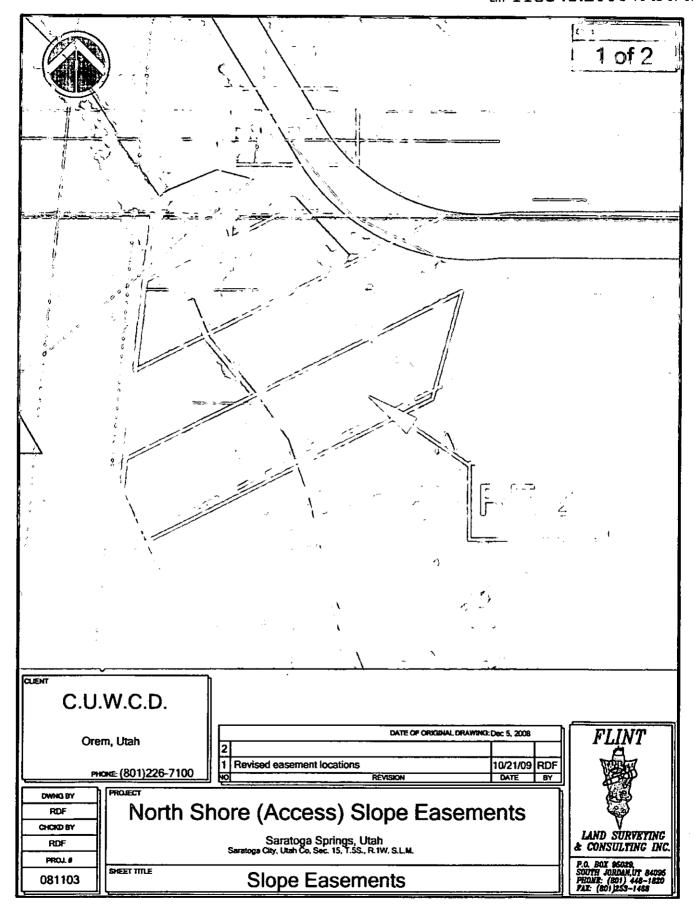
LEGAL DESCRIPTION OF: TCE 3

A 75 foot Temporary Construction casement, located in the Southeast Quarter of the Northwest Quarter of Section 15, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Saratoga Springs City, Utah County, State of Utah and being more particularly described as follows:

Commencing at a point, being on the South Right of way line of State Highway 73 which point is also 1599.89 feet. South 00°25'39" West along the section line & 245.86 feet. West from the North Quarter Corner of said Section and running Thence along the South right of way line of a State Highway known as SR-73, N 78°03'00" E for a distance of 78.99 feet: Thence, S 30°14'05" E for a distance of 319.99 feet: Thence S 00°25' 36" W a distance of 866.32 feet Thence, S 85° 24' 51" W for a distance of 75.29 feet: Thence, N 00°25'36" E for a distance of 852.33 feet; Thence, N 30°14'05" W for a distance of 324.21 feet to the POINT OF BEGINNING:

Containing 88,607 square feet





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LEGAL DESCRIPTION OF: RE-1

A slope easement, located in the North half of the Northwest Quarter of Section 15, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Saratoga Springs City, Utah County, State of Utah and being more particularly described as follows:

Commencing at a point which is 295.24 feet, South 89°51'55" East along the section line & 44.45 feet, South 05°59'12" West from the Northwest Corner of said Section and running thence, N 63° 14' 33" E for a distance of 97.77 feet; thence S 89° 51' 55" E a distance of 110.54 feet; thence, S 63° 14' 33" W for a distance of 228.51 feet; thence, N 05° 59' 11" E for a distance of 59.45 feet to the **POINT OF BEGINNING**; Containing 8,157 sqft

LEGAL DESCRIPTION OF: RE-2

A slope easement, located in the North half of the Northwest Quarter of Section 15, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Saratoga Springs City, Utah County, State of Utah and being more particularly described as follows:

Commencing at a point which is 295.24 feet, South 89°51'55" East along the section line & 163.35 feet, South 05°59'12" West from the Northwest Corner of said Section and running thence, N 63° 14' 33" E for a distance of 248.70 feet; thence, S 15° 14' 46" W for a distance of 74.01 feet; thence, S 63° 14' 33" W for a distance of 234.54 feet; thence N 05° 59' 11" E a distance of 65.39 feet to the POINT OF BEGINNING; Containing 13,289 sqft

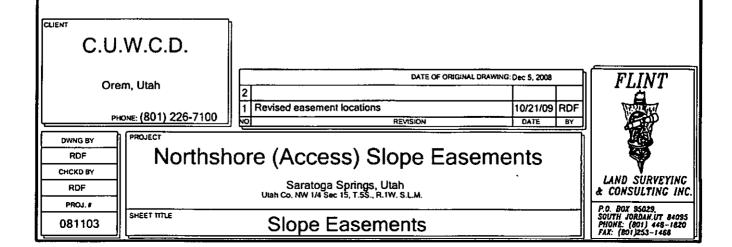
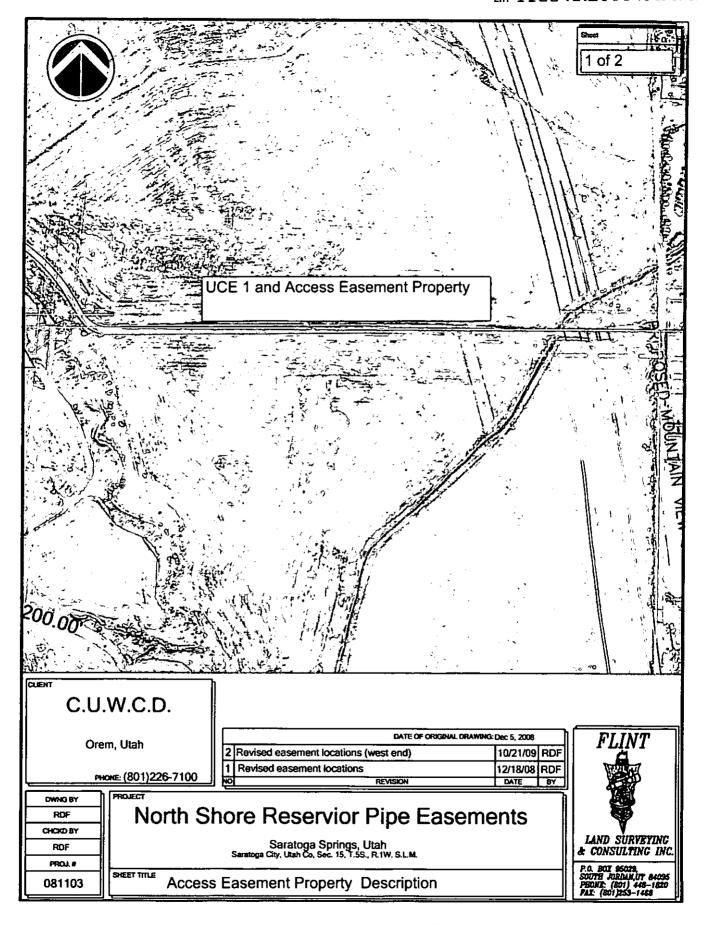


EXHIBIT "B"

Legal Description of Access Easement Property

Relating to Utah County Assessor's Parcel Numbers: 58-033-0249 and 58-033-0053

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LEGAL DESCRIPTION OF: Access Easement Property

A 50 foot appurtenant & permanent utility easement, located in the North half of the Northwest Quarter of Section 15, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Saratoga Springs City, Utah County, State of Utah and being more particularly described as follows:

Commencing at a point which is 295.24 feet, South 89°51'55" East along the section line & 103.90 feet, South 05°59'12" West from the Northwest Corner of said Section and running thence, N 63° 14' 33" E for a distance of 228.51 feet to the section line; thence, along said section line S 89° 51' 55" E for a distance of 2166.89 feet; thence, S 00° 25' 39" W for a distance of 50.06 feet; thence, N 89° 51' 50" W for a distance of 2154.69 feet; thence S 63° 14' 33" W a distance of 248.70 feet; thence, N 05° 59' 11" E for a distance of 59.45 feet to the POINT OF BEGINNING; Containing 120,039 sqft

CLIENT C.U.W.C.D. Orem, Utah

PHONE: (801) 226-7100

Decision of the second of the		
Revised easement locations	12/18/08	RDF
REVISION	DATE	BY
		127.000

RDF CHCKD BY PROJ. # 081103

DWNG BY

Saratoga Springs, Utah Utah Co. NW 1/4 Sec 15, T.55., R.1W. S.L.M.

Access Easement Property Description

LAND SURVEYING & CONSULTING INC. P.O. BOX 95029, SOUTH JORDAN,UT 84095 PHONE: (801) 446-1820 FAX: (801)253-1456

EXHIBIT "C"

Legal Description of Grantee's Property

Relating to Utah County Assessor's Parcel Numbers: 58-033-0249 and 58-033-0053

A parcel of land lying in Sections 15 and 16, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Northeast Section corner of Section 16, thence South 89°45'45" West 668.00 feet to the West boundary of Collins Brothers Land Development parcel; thence South 33°40'00" West 1200.07 feet along the Westerly boundary of Collins Brothers Land Development parcel; thence North 89°46'21" East 1327.17 feet to the East section line of Section 16; thence South 72°20'25" East 200.00 feet; thence North 5°59'11" East 1062.06 feet to the North Section line of Section 15; thence along the North Section line of Section 15 North 89°51'55" West 295.24 feet more or less along the North Section line to the Northeast corner of Section 16.