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Page 1 of 19

Rhonda Francis Summit County Recorder

01/14/2021 11:26:01 AM Fee \$66.00

By Coalition Title Agency, Inc.

Electronically Recorded

WHEN RECORDED, MAIL TO:

Cheney Law Group  
2825 E. Cottonwood Pkwy, Suite 500  
Cottonwood Heights, UT 84121  
Attn: Brian C. Cheney

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**EASEMENT AGREEMENT**

**WITNESSETH:**

**WHEREAS**, VIRIDIAN PARTNERS, LLC, a Utah limited liability company ("**Grantor**") is the fee owner of certain land and improvements located in the city of Park City, county of Summit and State of Utah, known as the Viridian Condominiums and more particularly described on Exhibit A attached hereto and made a part hereof (the "**Viridian Parcel**");

**WHEREAS**, Grantor is developing and constructing a condominium project on the Viridian Parcel known as the Viridian Condominiums;

**WHEREAS**, upon completion of the Viridian Condominiums project, the Viridian Parcel will be managed and maintained by a unit owners association known as the Viridian Condominium Owners Association, Inc., a Utah non-profit corporation (the "**UOA**");

**WHEREAS**, there is a water source located on the Viridian Parcel known as the Ephraim-Snyder Spring, which is depicted on the diagram attached hereto as Exhibit B (the "**Spring**");

**WHEREAS**, CARL J. WORKMAN, as Trustee of the CARL J. WORKMAN FAMILY LIVING TRUST DATED JULY 12, 2006 ("**Grantee**") is the fee owner of certain land located in the county of Summit, and State of Utah, located at 1745 West Old Ranch Road, Park City, Utah 84098, more particularly described on Exhibit C attached hereto and made a part hereof (the "**Workman Parcel**");

**WHEREAS**, Grantee alleges that he is the owner of a portion of water right (35-8436) and that such water right provides Grantee with appropriated water rights in the Spring with a priority of 1870;

**WHEREAS**, Grantee further alleges that: (i) Grantee and his predecessors in interest have diverted and used water from the Spring since 1870 to irrigate the Workman Parcel, among others; and (ii) Grantee has valid, existing, prescriptive easements to maintain the Spring diversion and collection works, the over-flow line, a fence to protect the Spring source and pipelines located partially on the Viridian Parcel that Grantee claims have been in place since the 1980s, for the benefit of the Workman Parcel;

**WHEREAS**, Grantor, in order to resolve any disagreements between the parties regarding Grantee's purported water and use rights pertaining to the Viridian Parcel, is willing to grant to

**THIS IS AN ACCOMMODATION  
RECORDING ONLY**

Grantee easements over certain portions of the Viridian Parcel under the terms and conditions contained in this Easement Agreement for the purposes of: (i) providing Grantee with access to and from the Spring to maintain, repair and clean the Spring and the area immediately surrounding the Spring, including the Spring's diversion and collection works and over-flow drop line; and (ii) maintaining, using, servicing, repairing and replacing the pipeline located on the Viridian Parcel as set forth below for the delivery of water from the Spring across and underneath the Viridian Parcel under the terms and conditions contained in this Easement Agreement; and

**WHEREAS**, in exchange for the easements granted herein, Grantee is willing to waive, release, convey and relinquish any claim, right, title or interest he may have to any existing prescriptive easements or use rights on the Viridian Parcel and any purported claim for damages or for interference with his diversion, conveyance facilities and/or water rights with respect to the Spring.

**NOW, THEREFORE**, for good and valuable consideration paid by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **AGREEMENT:**

1. Easement Grants.

a. Access Easement. Grantor hereby grants and conveys to Grantee, its heirs, legal representatives, successors, and assigns, and to any future owner of the Workman Parcel (Collectively "Grantee Parties") a perpetual, non-exclusive access easement (the "**Access Easement**") in, under, upon, about, over, and through that portion of the Viridian Parcel more particularly described on Exhibit D and depicted on Exhibit D-1 as the "Access Easement" (the "**Access Easement Area**"), for the benefit of the Workman Parcel. The Access Easement shall serve the purpose of providing Grantee Parties reasonable access to and from the Spring to allow Grantee Parties to maintain, repair, improve, remove vegetation, and clean the Spring and the area immediately surrounding the Spring.

b. Pipeline Easements. Grantor hereby grants and conveys to Grantee Parties, perpetual, non-exclusive easements (the "**Pipeline Easement**", and together with the Access Easement, the "**Easements**"), in, under, upon, about, over and through that portion of the Viridian Parcel more particularly described on Exhibit E and depicted on Exhibit E-1 as the "Well Overflow Easement" (the "**Overflow Pipeline**") and that portion of the Viridian Parcel more particularly described on Exhibit F and depicted on Exhibit F-1 as the "Well Feed Easement" (the "**Delivery Pipeline**" and, together with the Overflow Pipeline, the "**Pipeline Easement Area**"), for the benefit of the Workman Parcel. The Pipeline Easement Area and the Access Easement Area are sometimes referred to herein collectively as the "**Easement Area**"). The Pipeline Easement includes easements of reasonable access to and from the Pipeline Easement Area for the purpose of operation, maintenance, repair and replacement of the Overflow Pipeline and the Delivery Pipeline subject to the terms and conditions herein.

2. Use. Grantee Parties may use the Easements solely for the purposes described in

Sections 1.a and 1.b above and for no other purpose.

3. Access to Easement Area. Grantee Parties shall use their best efforts to only access the Access Easement Area and Pipeline Easement Area during the hours of 9:00 a.m. and 5:00 p.m. Mountain Standard Time, Monday through Friday, unless in the case of an emergency. Grantee shall only be permitted access to the Pipeline Easement Area upon not less than three (3) days prior written notice to Grantor, except in the case of an emergency, to perform improvements, maintenance, and repairs as further provided in Section 5 below. Grantee Parties agree not to otherwise interrupt or interfere with Grantor's use and enjoyment of the Viridian Parcel. In the event of emergency, Grantee shall provide verbal notice to Grantor and/or the UOA prior to entering onto the Pipeline Easement Area or other portion of the Viridian Parcel (other than the Access Easement Area).

4. Improvements. Grantee Parties may not construct improvements over, under, in, along, across, or upon the Access Easement Area or the Pipeline Easement Area without the prior written consent of Grantor, which consent may be given or withheld in Grantor's sole and absolute discretion.

5. Maintenance and Repair. Except as described below, in the event the surface of any portion of the Easement Area is substantially disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed prior to the commencement of such activity. Grantee hereby assumes the obligation, including all costs and expenses, to maintain and repair the Access Easement Area, and to clear and keep cleared the Access Easement Area of any and all trees, vegetation, roots, aboveground or belowground structures, improvements or other obstructions. Grantee also assumes the obligation, including all costs and expenses, to maintain and repair the pipeline within the Pipeline Easement Area; provided, however, that Grantor, its successors, assigns, contractors or authorized representatives (collectively, the "**Grantor Parties**") will be responsible, at their sole cost and expense, to maintain and repair the surface area of the Pipeline Easement Area unless such maintenance or repairs are required due to the negligent or willful misuse of the Pipeline Easement area by Grantee Parties its successors, assigns or authorized representatives (the "**Grantee Parties**"). Grantor or the UOA, respectively, and their successors and assigns shall, at their sole cost and expense, retain for so long as these easements are in existence the obligation to restore any damage to the surface area of the Pipeline Easement Area to the extent such damage negatively impacts Grantee's use and enjoyment of the Easements granted herein and was not caused by the negligent or willful misuse of the Pipeline Easement Area by the Grantee Parties. Under no circumstances are Grantee Parties under any obligation to repair or replace concrete, asphalt, or other like surfaces installed by Grantor Parties unless such repairs or replacements are caused by the gross negligence or willful misconduct of Grantee Parties. Grantee Parties shall not access the Pipeline Easement Area or the underground pipelines within the Pipeline Easement Area without prior written notice to Grantor and/or the UOA as provided in Section 4 above. In the event of an emergency or necessary repair to the Overflow Pipeline or the Delivery Pipeline that is causing or may cause damage to the Viridian Parcel, the Grantor Parties are authorized to shut off the water source from the Spring, and to then notify Grantee of the situation. Grantee shall be responsible to perform any necessary repairs to the Overflow Pipeline or the Delivery Pipeline at the cost and expense of Grantee, except for surface restoration as provided herein. If after receiving notice, Grantee has failed to initiate

such repairs and to complete the same in a good and workman like manner within 24 hours of receiving notice, or such additional time as the Parties may agree, Grantor Parties may undertake any such necessary emergency repairs at Grantee's expense, except for surface restoration as provided herein, and Grantee shall reimburse Grantor for any amounts expended by Grantor for such repairs within thirty (30) days after receipt of a written invoice therefor.

6. Reservation of Rights. All right, title, and interest in and to the Easement Area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor. Grantor shall have the right to grant additional easement rights in the Easement Area, provided same shall not interfere with, or otherwise adversely affect, any of Grantee's rights herein. Grantor's use and enjoyment of the Easement Area shall not unreasonably interfere with, or adversely affect any of Grantee's rights herein.

7. Relocation. Grantor, at its sole cost and expense, may relocate the Easements so long as such relocation does not deprive or unreasonably inhibit Grantee's use and enjoyment of the Easements and Grantee's ability to receive water without interference and without increased cost to Grantee Parties. If Grantor desires to relocate one or more of the Easements, Grantor shall deliver a written notice to Grantee, and Grantor and Grantee shall thereafter work in good faith to agree on a schedule for the relocation in a manner that will minimize the impact on or interference with Grantee's use and enjoyment of the Easements to the extent reasonably possible.

8. Grantor's Use of Property. Grantor reserves the right to use the Viridian Parcel in any manner and for any purpose that does not materially interfere with Grantee's rights and its use of the Easements.

9. Transferability. The parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the Viridian Parcel and the Workman Parcel, respectively, and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns. Notwithstanding the foregoing, Grantee agrees to provide Grantor with written notice of the sale or other disposition of the Workman Parcel, and contact information of any such successor-in-interest so that Grantor may contact such party in the case of an emergency requiring action from the Grantee Parties. The Parties further agree that this Easement Agreement shall be recorded against both the Viridian Parcel and the Workman Parcel. The Parties further agree that nothing herein shall prohibit or limit Grantee's right to freely transfer the Workman Parcel.

10. Default and Remedies. In the event of a default by Grantor or Grantee, the non-defaulting party may seek any and all remedies permitted by law.

11. Abandonment. In the event Grantee Parties intentionally abandon or terminate their use of the easements and all of the improvements within the Easement Area for a period of three (3) years, this Agreement and all easement rights granted hereunder shall terminate and revert back to Grantor.

12. Grantor Not Liable. In no event shall Grantor be liable for any damage to, or loss of personal property or equipment or personal injury sustained by Grantee or any of the Grantee

Parties within the Easement Area, whether or not it is insured, unless such loss is caused by the gross negligence or willful misconduct of Grantor.

13. Attorneys' Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorneys' fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

14. Notice. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. Utah time on a business day and the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To Grantor:

Prior to turnover of the Condominium Owners Association

Name: Viridian Partners, LLC

Address: 2755 E. Cottonwood Pkwy, Suite 450, Salt Lake City, Utah 84121

Attn: Brendon MacKay

Telephone: (801) 652-7498

Email: [brendon@blueatlashomes.com](mailto:brendon@blueatlashomes.com)

After turnover of the Condominium Owners Association

Name: Viridian Condominium Owners Association, Inc.

Address: 2755 E. Cottonwood Pkwy, Suite 450, Salt Lake City, Utah 84121

Attn: Board President

Telephone: (801) 652-7498

Email: [brendon@blueatlashomes.com](mailto:brendon@blueatlashomes.com)

with a copy to:

Name: Cheney Law Group

Address: 2825 E. Cottonwood Pkwy, Suite 500, Salt Lake City, UT 84121

Attn: Brian Cheney

Telephone: (801) 406-1170

Email: [bcheney@cheneylawgroup.com](mailto:bcheney@cheneylawgroup.com)

To Grantee:

Name: Carl J. Workman  
Address: 1745 West Old Ranch Road  
Park City, UT 84098

with a copy to:

Name: Steven E. Clyde  
Address: 201 S. Main Street, Suite 1300  
Salt Lake City, UT  
Telephone: 801-322-2516  
Facsimile: 801-521-6280  
Email: sec@clydesnow.com

Any party may change its address for purposes of this Section 14 by giving written notice as provided in this Section 14. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 14.

15. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.

16. Time of the Essence. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF UTAH, WITH VENUE IN SUMMIT COUNTY IF LITIGATED IN STATE COURT, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 17. SERVICE OF PROCESS, SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST ANY PARTY HERETO, MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ANY SUCH PARTY'S ADDRESS INDICATED IN SECTION 14 OF THIS AGREEMENT.

18. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all

purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each party hereto shall deliver original counterpart signatures to the other parties by no later than three (3) days after the date hereof.

19. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

20. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement.

*[Signatures to Follow]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of October 26, 2020.

**GRANTOR:**

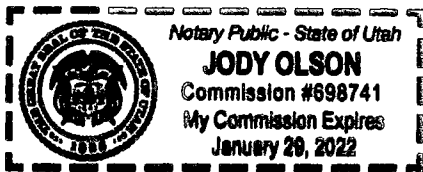
VIRIDIAN PARTNERS, LLC,  
a Utah limited liability company

By: [Signature]  
Name: Brendon MacKay  
Title: Manager

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

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me, a Notary Public, by Brendon MacKay, the Manager of Viridian Partners, LLC, on behalf of the company this \_\_\_\_ day of Nov. 5th, 2020.

WITNESS my hand and official seal.

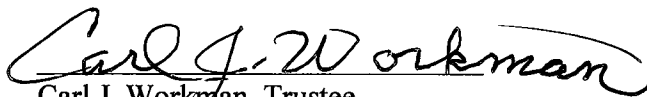


[Signature]  
NOTARY PUBLIC  
My Commission Expires:



**GRANTEE:**

CARL J. WORKMAN, as Trustee of the CARL J.  
WORKMAN FAMILY LIVING TRUST DATED  
JULY 12, 2006

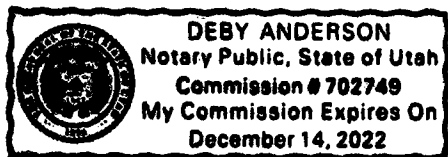
  
Carl J. Workman, Trustee

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SUMMIT         )

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me, a Notary Public, by  
Carl J. Workman, as Trustee of the Carl J. Workman Family Living Trust Dated July 12, 2006  
this 6 day of ~~October~~, 2020. <sup>21 DA</sup>  
~~January DA~~

WITNESS my hand and official seal.

  
NOTARY PUBLIC  
My Commission Expires:



## CONSENT TO RECORD AND SUBORDINATION

The undersigned U.S. Bank National Association, a national banking association ("**Lender**") is the holder of that certain Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of March 19, 2020, recorded on March 23, 2020, as Instrument No. 01129410 in Book 2561 at Page 0747 in the official records of Summit County, Utah (the "**Deed of Trust**"), which constitutes a lien of record against the Viridian Parcel as more particularly described on Exhibit A. Lender hereby subordinates the lien and encumbrance of the Deed of Trust to this Easement Agreement and Lender also hereby consents to the recordation of this Easement Agreement in the official records of the Summit County, Utah Recorder.

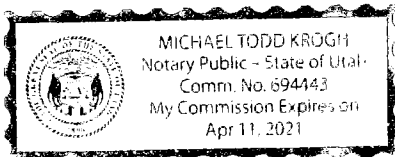
### LENDER:

U.S. Bank National Association  
a national banking association

By: Lizabeth Miller  
Name: Lizabeth Miller  
Its: Relationship Manager

STATE OF Utah )  
 )ss  
COUNTY OF Summit )

The foregoing instrument was acknowledged before me on 10/27, 2020, by Lizabeth Miller, the Relationship Manager of U.S. Bank National Association, a national banking association, on behalf of such entity.



[Signature]  
NOTARY PUBLIC  
My Commission Expires: 4/11/21

(SEAL)

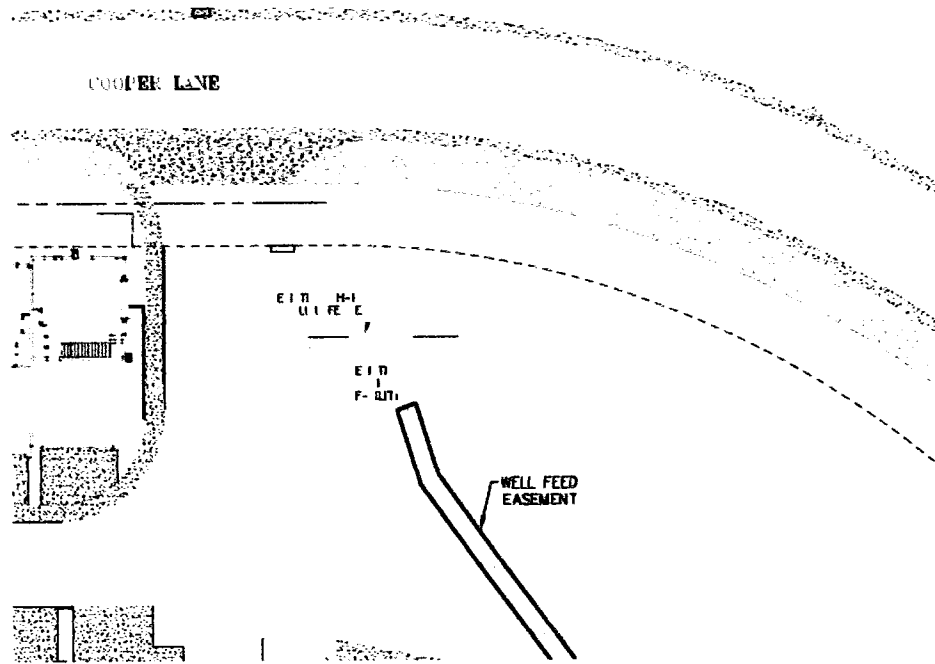
**EXHIBIT A**  
**Legal Description of Viridian Parcel**

That certain real property located in Summit County, State of Utah, more particularly described as follows:

UNITS 1 THROUGH 12, 14, 15 AND 18 THROUGH 25, VIRIDIAN CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, together with an appurtenant undivided interest in and to the common areas and facilities of the project, as the same are identified and established in the Record of Survey Map recorded JULY 12, 2019, as Entry No. 1114018 and in the Declaration of Condominium for Viridian Condominiums, recorded JULY 12, 2019, as Entry No. 1114019, in Book 2517, at Page 462, SUMMIT County Recorder's Office.

(Tax Serial Nos. VC-1, VC-2, VC-3, VC-4, VC-5, VC-6, VC-7, VC-8, VC-9, VC-10, VC-11, VC-12, VC-14, VC-15, VC-18, VC-19, VC-20, VC-21, VC-22, VC-23, VC-24 and VC-25)

**EXHIBIT B**  
**Depiction of Ephraim-Snyder Spring**



**EXHIBIT C**  
**Legal Description of Workman Parcel**

That certain real property located in Summit County, State of Utah more particularly described as follows:

BEGINNING AT A FENCE CORNER LOCATED SOUTH 1269.54 FEET ALONG THE SECTION LINE AND EAST 1473.81 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE SOUTH LINE OF OLD RANCH ROAD AND ON THE EAST LINE OF STATE ROAD U-224; AND RUNNING THENCE ALONG THE A FENCE LINE SOUTH 89 DEGREES 54 MINUTES 44 SECONDS EAST 96.44 FEET; THENCE ALONG THE EXTERIOR WALL OF AN EXISTING GARAGE SOUTH 88 DEGREES 16 MINUTES 10 SECONDS EAST 18.31 FEET; THENCE NORTH 77 DEGREES 49 MINUTES 29 SECONDS EAST 2.32 FEET; THENCE ALONG THE EXTERIOR WALL OF AN EXISTING SHED SOUTH 88 DEGREES 29 MINUTES 43 SECONDS EAST 55.77 FEET; THENCE ALONG THE EXTERIOR WALL OF AN EXISTING SHED SOUTH 0 DEGREES 07 MINUTES 55 SECONDS WEST 5.62 FEET; THENCE ALONG AN EXISTING GATE SOUTH 86 DEGREES 57 MINUTES 20 SECONDS EAST 11.77 FEET; THENCE ALONG THE EXTERIOR WALL OF AN EXISTING BARN SOUTH 86 DEGREES 47 MINUTES 46 SECONDS EAST 22.43 FEET; THENCE ALONG A FENCE LINE SOUTH 89 DEGREES 37 MINUTES 32 SECONDS EAST 232.44 FEET; THENCE ALONG A FENCE LINE SOUTH 79 DEGREES 06 MINUTES 36 SECONDS EAST 8.09 FEET; THENCE ALONG A FENCE LINE SOUTH 6 DEGREES 53 MINUTES 18 SECONDS WEST 249.17 FEET; THENCE ALONG A FENCE LINE NORTH 89 DEGREES 00 MINUTES 35 SECONDS WEST 227.31 FEET; THENCE ALONG A FENCE LINE NORTH 89 DEGREES 59 MINUTES 17 SECONDS WEST 187.73 FEET; THENCE ALONG A FENCE LINE NORTH 0 DEGREES 32 MINUTES 26 SECONDS WEST 254.85 FEET TO THE POINT OF BEGINNING.

(Tax Serial No. PP-104)

**EXHIBIT D**  
**Legal Description of Access Easement Area**

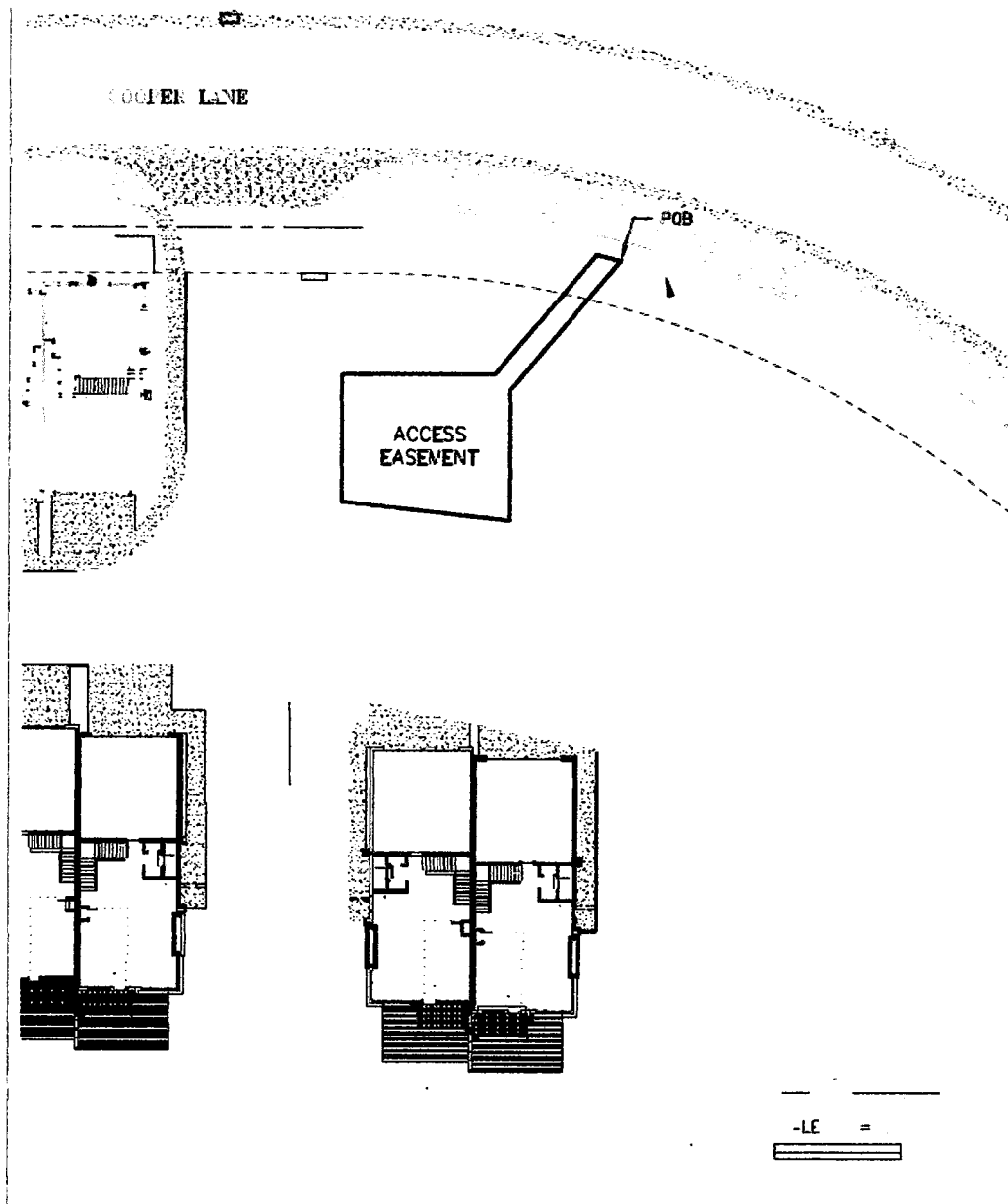
That certain real property located in Summit County, State of Utah more particularly described as follows:

An easement located in the northwest quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said easement being described as follows:

Beginning at a point South 15°33'50" West 22.16 feet from the northwesterly corner of Viridian Condominiums, recorded July 12, 2019, as Entry No. 1114018 in the Office of the Recorder, Summit County Utah, said point also being on the easterly right-of-way of Cooper Lane; and running thence South 46°56'52" East 38.18 feet; thence South 89°55'57" East 27.98 feet; thence South 05°48'03" West 40.26 feet; thence North 89°55'57" West 27.27 feet; thence North 00°01'43" West 36.37 feet; thence North 46°56'52" West 35.28 feet to the westerly boundary of Viridian Condominiums, said point also being on a non tangent curve to the right having a radius of 270.00 feet, of which the radius point bears South 78°01'09" East; thence coincident with the westerly boundary of Viridian Condominiums and along the arc of said curve 5.80 feet through a central angle of 01°13'51" to the point of beginning.

Description contains 1,352 square feet.

**EXHIBIT D-1**  
**Depiction of Access Easement Area**



**EXHIBIT E**  
**Legal Description of Overflow Pipeline Easement Area**

That certain real property located in Summit County, State of Utah more particularly described as follows:

A 5 foot wide easement located in the northwest quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said easement being 2.5 feet on either side of the following described centerline:

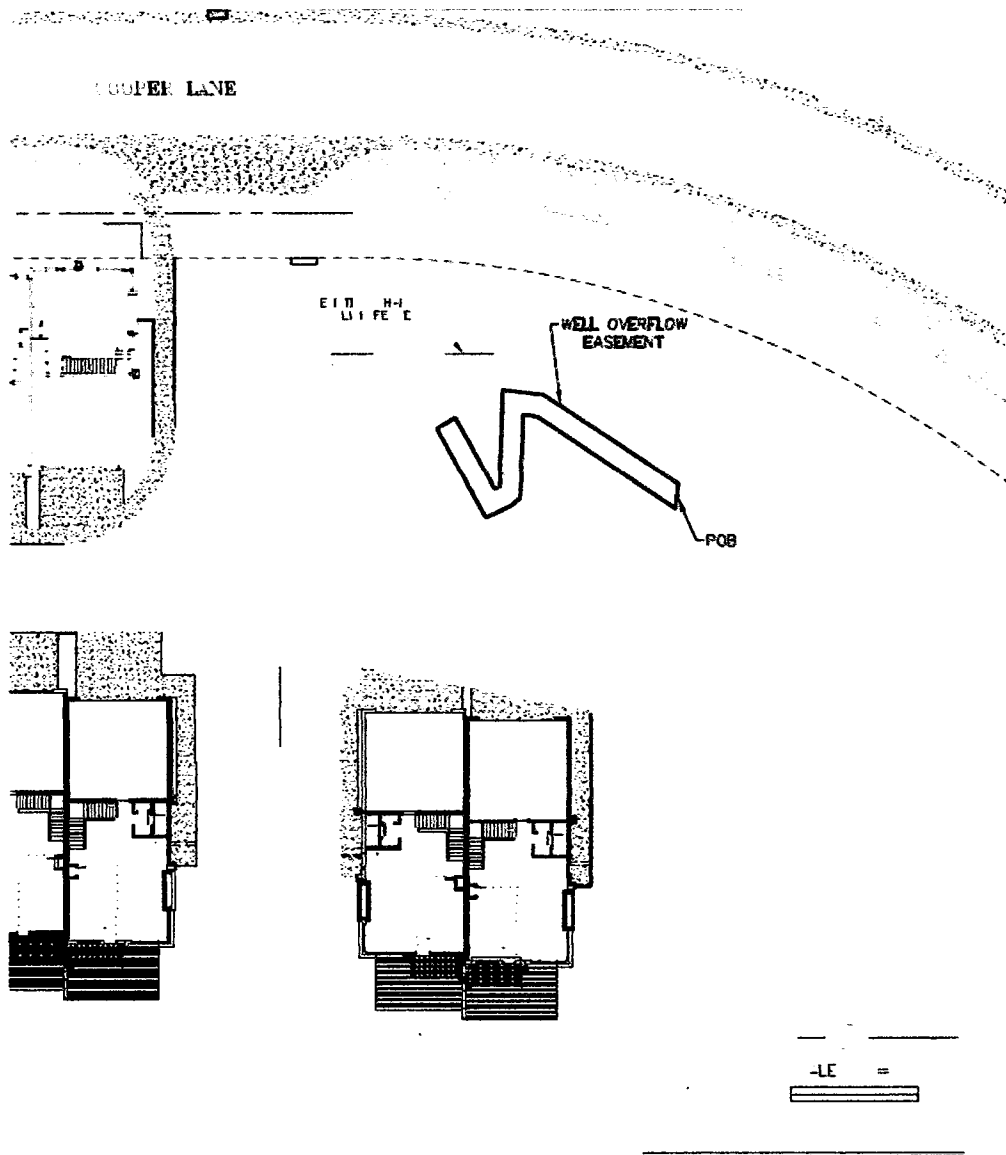
Beginning at a point South 82°42'14" East 52.12 feet from the northwesterly corner of Viridian Condominiums, recorded July 12, 2019, as Entry No. 1114018 in the Office of the Recorder, Summit County Utah, said point also being on the north boundary of said Viridian Condominiums; and running thence South 32°21'58" West 38.10 feet; thence South 06°18'48" West 6.37 feet; thence South 87°52'54" East 20.15 feet; thence South 40°06'03" East 1.24 feet; thence South 24°51'50" East 4.01 feet; thence South 59°49'15" West 20.74 feet to the point of termination.

The above easement shall be extended or trimmed to be coincident with the north boundary of Viridian Condominiums.

Description contains 453 square feet.



**EXHIBIT E-1**  
**Depiction of Overflow Pipeline Easement Area**



**EXHIBIT F**  
**Legal Description of Delivery Pipeline Easement Area**

That certain real property located in Summit County, State of Utah more particularly described as follows:

A 5 foot wide easement located in the northwest quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said easement being 2.5 feet on either side of the following described centerline:

Beginning at a point North 82°42'14" West 72.55 feet from the northeasterly corner of Viridian Condominiums, recorded July 12, 2019, as Entry No. 1114018 in the Office of the Recorder, Summit County Utah, said point also being on the north boundary of said Viridian Condominiums; and running thence South 12°43'04" West 5.14 feet; thence North 88°36'51" West 23.24 feet; thence North 83°04'48" West 18.97 feet; thence South 51°24'08" West 58.90 feet; thence South 70°51'04" West 17.76 feet to the point of termination.

The above easement shall be extended or trimmed to be coincident with the north boundary of Viridian Condominiums.

Description contains 620 square feet.

**EXHIBIT F-1**  
**Depiction of Delivery Pipeline Easement Area**

