

When Recorded Return to:
Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093-2139

Salt Lake County Parcel No. 22354760010000

EASEMENT PURCHASE CONTRACT

This Easement Purchase Contract (Contract) is entered into by the METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY, a Utah metropolitan water district (the District) and WASATCH RECOVERY TREATMENT CENTER, LLC (Landowner).

CONTRACT PURPOSES

Landowner holds fee title to the following tract of land in Cottonwood Heights City, Salt Lake County, Utah:

BEG 1124.5 FT N & 588.27 FT W FR SE COR SEC 35, T 2S, R 1E, SL MER, W 725.02 FT N 0°05' E 200 FT; E 752 FT TO W LINE OF STATE ROAD; S 14°35' W 143.2 FT; S'LY ALG A CURVE TO LEFT 61.97 FT TO BEG. 3.39 AC.

(the Parcel). The Parcel has a street address of 8420 Wasatch Blvd., Cottonwood Heights City, Utah, and has been assigned by Salt Lake County the parcel number of 22354760010000.

The District is constructing the Cottonwoods Connection project (the Project), which includes large water pipelines (with associated improvements) that will reach from a point near the mouth of Big Cottonwood Canyon to the District's Little Cottonwood Water Treatment Plant located near Little Cottonwood Creek. The Project includes an aqueduct being referred to as the Salt Lake Aqueduct Replacement (SLAR) that will mostly be constructed parallel to and relatively near the existing Salt Lake Aqueduct (SLA). The SLAR will eventually function in conjunction with the existing SLA; it will not actually completely replace the SLA. For the most part, the SLAR will be constructed in existing easements that allow the District to construct, own, operate, repair and replace the SLA.

A portion of the SLAR will be constructed across the Parcel. The District has requested a permanent easement for the SLAR across a portion of the Parcel from Landowner.

Landowner is willing to grant the District an easement for the SLAR on the terms provided in this Contract.

AGREEMENT

1. Agreement to Sell and Purchase Easement. Landowner hereby agrees to sell and convey to the District, and the District hereby agrees to purchase and acquire from

Landowner an easement for the SLAR by Easement Agreement attached to this Contract as Exhibit 1.

2 Purchase Price. The District will pay Landowner \$13,570 pursuant to the terms and conditions of this Contract.

3 Closing.

(a) Escrow Agent. Escrow Agent will be

(b) Easement Agreement. At Closing, Landowner and the District will provide properly executed and notarized counterpart originals of the Easement Agreement attached to this Contract as Exhibit 1.

(c) Title Policy. Closing is contingent upon Escrow Agent being ready, willing, and able to issue a title policy with a limit of no less than \$13,570 with only those exceptions reasonably approved in writing by District, insuring District has record title to the easement described in the Easement Agreement. Landowner will provide properly executed and notarized subordination agreements necessary to make it clear that any lien is subordinate to District's easement. Such subordination agreements will be in a form reasonably approved in advance by District. District may, at its sole discretion, waive the requirement for subordination agreements. Any such waiver shall be in writing.

(d) The Closing. Closing will not take place until all of the following have occurred:

1. Counterpart Easement Agreements, properly signed by Landowner and District and properly notarized, are deposited with Escrow Agent;
2. District has deposited with Escrow Agent the Purchase Price;
3. District has deposited with Escrow Agent an amount equal to the premium for the title policy together with all escrow fees, and Closing and recording costs;
4. Landowner has deposited into escrow any necessary subordination agreements, property executed and notarized;
5. The parties have deposited into escrow any other documents reasonably required by Escrow Agent; and
6. Escrow Agent is ready, willing, and able to issue a title policy described in this Agreement above.

Once Escrow Agent confirms all conditions for closing are met, Closing will take place on a date and at a time convenient to the Escrow Agent. The parties need not be present to effect

Closing once they have provided the documents and/or funds necessary. At closing the following events will occur:

1. Escrow Agent will transfer Purchase Price to Landowner;
2. Escrow Agent will record the Easement Agreement;
3. Escrow Agent will record any necessary subordination agreements;
and
4. Escrow Agent will issue the title policy.

4 Immediate Occupancy. Effective as of the date of this Contract, Landowner hereby grants the District and its contractors and agents the right to enter and immediate occupancy of the easement, as described in Paragraph 1 of the Easement Agreement attached as Exhibit 1, for the purpose of survey, planning, layout, and construction of the SLAR.

5 Representations and Warranties of Landowner. Landowner represents and warrants:

(a) It is the owner of the Parcel and has the authority to convey the easement as described herein.

(b) It has not conveyed any interest in the Parcel to any third person or entity, and is not a party to any agreement, written or oral, which conveys or creates rights in the Parcel in any third person or entity with the following exceptions:

1. Deed of Trust between Wasatch Recovery Treatment Center, LLC as Grantor, Douglas J. Shumway as Trustee), and Ever Glory Real Estate Investments, LLC as Beneficiary, dated April 8, 2011, recorded on April 20, 2011, as Entry 11169702, Book 9919, Page 3721 in the Office of the Salt Lake County Recorder;
2. Deed of Trust between Wasatch Recovery Treatment Center, LLC as Grantor, JPMorgan Chase Bank, N.A. as Trustee, and JPMorgan Chase N.A. as Beneficiary, dated January 27, 2017, recorded on January 26, 2017, as Entry 12462834 in Book 10524, Page 840 in the Office of the Salt Lake County Recorder.

As such, Landowner warrants title to the Parcel, free and clear of liens and encumbrances against all who claim by, through, or under Landowner.

(c) It will not make any alterations to the portion of the Parcel that will be subject to the easement between the date of execution of this Contract and execution of the Easement Agreement attached to this Contract as Exhibit 1.

(d) It will not convey any right or interest in or to or encumber the portion of the Parcel that will be subject to the easement between the date of execution of this Contract and execution of the Easement Agreement attached to this Contract as Exhibit 1.

These representations and warranties shall survive closing.

Landowner additionally understands and acknowledges that this Contract is not binding until signed by the District.

6 Notice. Any notice required by this Contract will be deemed given when mailed or delivered to:

To the District:

Metropolitan Water District of
Salt Lake & Sandy
ATTN: General Manager
3430 East Danish Road
Cottonwood Heights, UT 84093

To Landowner:

Wasatch Recovery Treatment Center, LLC,
or current resident
8420 Wasatch Blvd.
Cottonwood Heights, UT 84093

7. General Provisions.

(a) Specific Performance. The parties are entitled to the remedies of specific performance and/or injunctive relief for any breach of this Contract that is not cured after notice of breach that is reasonable under the circumstances.

(b) Changes in Writing. This Contract and any of its terms may only be modified, waived, or terminated by a written instrument properly executed by both parties.

(c) Authority. Persons signing this Contract on behalf of any entity represent and warrant that they have full authority to enter into this Contract for and on behalf of the entity for which they are signing.

(d) Time is of the Essence. Time is of the essence regarding the dates and time constraints set forth in this Contract.

(e) Contract binding on successors and assigns. The rights and obligations of this Contract shall run to the benefit of, and be binding upon, the successors and assigns of the parties. In particular, all rights and obligations of Landowner under this Contract shall run with the Parcel and any portion thereof.

(f) Waiver. Any Party's failure to enforce any provision of this Contract shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing signed by the Party intended to be benefited by the provisions.

(g) Entire Agreement. This Contract contains the entire agreement of the parties regarding purchase and sale of the easement, and this Contract supersedes all prior agreements, negotiations, and understandings between the parties regarding that topic.

(h) Existing SLA Easement. Any existing SLA easement that may impact the Parcel is not intended to be modified in any respect.

(i) Counterparts. This Contract may be executed in counterparts.

DISTRICT:

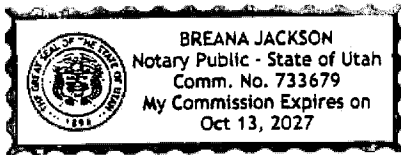
DATED this 16th day of December, 2023.

METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY

By: Annalee Munsey
Annalee Munsey
General Manager

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

On the 6th day of December, 2023, Annalee Munsey personally appeared before me, and having been first duly sworn by me acknowledged that she is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, that she is duly authorized to sign the foregoing Easement Purchase Contract on behalf of the Metropolitan Water District of Salt Lake & Sandy and that she signed the same on behalf of the Metropolitan Water District of Salt Lake & Sandy.



Breana Jackson
NOTARY PUBLIC

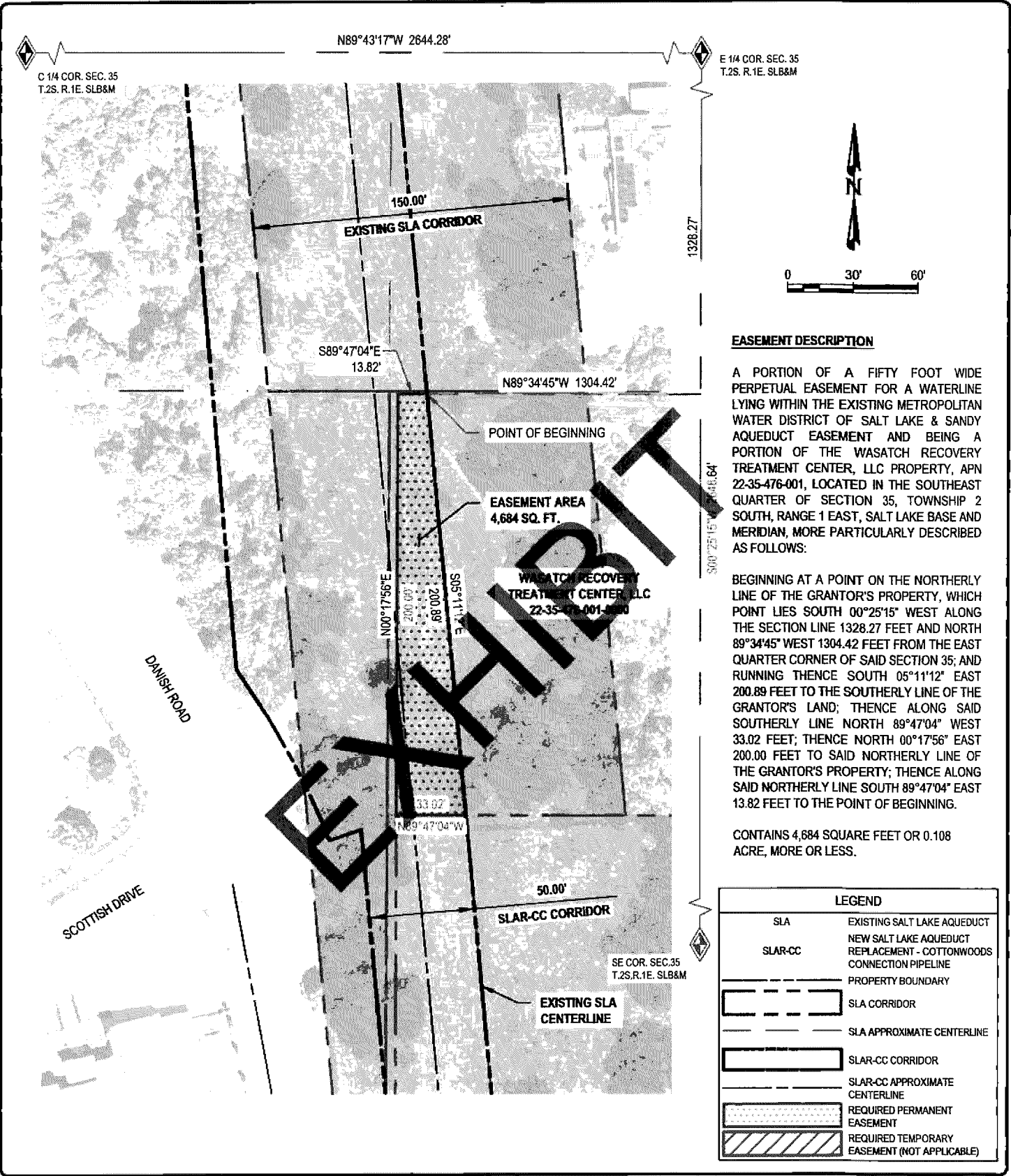
LANDOWNER:

DATED this 22 day of Nov., 2023.

WASATCH RECOVERY TREATMENT
CENTER, LLC

By: Mark S. Decker

EXHIBIT 1
(Easement Agreement)



EASEMENT DESCRIPTION

A PORTION OF A FIFTY FOOT WIDE PERPETUAL EASEMENT FOR A WATERLINE LYING WITHIN THE EXISTING METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY AQUEDUCT EASEMENT AND BEING A PORTION OF THE WASATCH RECOVERY TREATMENT CENTER, LLC PROPERTY, APN 22-35-476-001, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE GRANTOR'S PROPERTY, WHICH POINT LIES SOUTH 00°25'15" WEST ALONG THE SECTION LINE 1328.27 FEET AND NORTH 89°34'45" WEST 1304.42 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 35; AND RUNNING THENCE SOUTH 05°11'12" EAST 200.89 FEET TO THE SOUTHERLY LINE OF THE GRANTOR'S LAND; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°47'04" WEST 33.02 FEET; THENCE NORTH 00°17'56" EAST 200.00 FEET TO SAID NORTHERLY LINE OF THE GRANTOR'S PROPERTY; THENCE ALONG SAID NORTHERLY LINE SOUTH 89°47'04" EAST 13.82 FEET TO THE POINT OF BEGINNING.

CONTAINS 4,684 SQUARE FEET OR 0.108 ACRE, MORE OR LESS.



4246 S Riverboat Rd, Ste 200 | Salt Lake City, UT 84123 | P: 801.359.5565 | www.crsengineers.com

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY
 SLAR-CC EASEMENT
 APN 22-35-476-001
 WASATCH RECOVERY TREATMENT CENTER, LLC
 COTTONWOOD HEIGHTS, UTAH

PROJECT NUMBER: 2022-0037	
DIST: 1	OF: 1
SHEET NUMBER: EXHIBIT A	