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Date 04-May-2022 08:12AM  
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Filed By: SM  
BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: HOLLAND & HART LLP - SLC  
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When Recorded, Return To:

Holland & Hart LLP  
Attention: Allison Phillips Belnap  
222 South Main Street, Suite 2200  
Salt Lake City, Utah 84101

### **WATER LINE UTILITY EASEMENT AGREEMENT**

THIS WATER LINE UTILITY EASEMENT AGREEMENT (this "*Agreement*") is dated to be effective as of September 13, 2021 (the "*Effective Date*") by and between M A S FAMILY LLC, a Utah limited liability company ("*Grantor*"), and WASATCH PEAKS RANCH, LLC, a Delaware limited liability company ("*Grantee*"). Grantor and Grantee are at times referred to herein collectively as the "*Parties*" and individually as a "*Party*".

#### **RECITALS**

A. Grantor owns a parcel of property located primarily on the east side of the Wasatch Mountains immediately south of I-84 near the mouth of Weber Canyon, State of Utah as further described in the attached Exhibit A (the "*Grantor Property*").

B. Grantee owns that certain real property located adjacent to the Grantor Property and further described in the attached Exhibit B (the "*Grantee Property*").

C. Grantor and Grantee entered into that certain Agreement Regarding Easements, Improvements, and Services dated September 13, 2021 (the "*Contract for Easement Rights*"). Pursuant to the Contract for Easement Rights, Grantor and Grantee agreed to grant each other certain easements and other rights related to access and utilities.

D. Subject to the terms and conditions set forth below and pursuant to and in accordance with the Contract for Easement Rights, and subject to the terms and conditions set forth below, Grantor desires now to grant, and Grantee desires now to accept and obtain, certain perpetual, non-exclusive utility easement rights appurtenant to the Grantee Property over, upon, and across the portion of Grantors Property depicted in Exhibit C (the "*Site Plan*"), attached hereto and incorporated herein by this reference, as "30' Utility and Access Easement" and also marked "W" that crosses the southwest corner of Grantor Property and is further described in Exhibit D (the "*Easement Area*"), attached hereto and incorporated herein by this reference.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the promises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **GRANT OF EASEMENT**. Grantor hereby grants and conveys to Grantee and its successors and assigns, and for the use of Grantee's employees, contractors, subcontractors,

licensees, invitees, tenants, and agents, a perpetual, non-exclusive easement appurtenant to the Grantee Property over, upon, and across the Easement Area for purposes of surveying, planning, excavating, installing, constructing, reconstructing, operating, maintaining, repairing, replacing, inspecting, and removing any and all improvements and facilities required to establish, install, maintain, and operate underground water transmission pipelines serving the "Saunders Well" and "Proposed Well B" as each are depicted on the Site Plan, and benefitting the Grantee Property, the Grantor Property, or both (the "*Easement*").

2. **MAINTENANCE AND REPAIR OF EASEMENT AREA.** Grantee shall maintain the Easement Area in good condition and safe order at Grantee's sole cost and expense; provided however, that any Party (or its invitees or agents) causing any damage to the Easement Area or the improvements located therein or thereon shall be responsible and liable for any damage.

3. **NO PARKING/STORAGE.** Nothing herein shall be deemed to grant to any Party, their successors or assigns, employees, customers, guests, licensees, invitees, tenants, or agents, the right to park or store any vehicles, trash, landscaping materials, debris or similar property on the Easement Area. Neither Party shall unreasonably obstruct, block, or impede the other Party's use and access of the Easement Area at any time.

4. **MECHANICS' LIENS.** Grantor shall keep the Easement Area free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, Grantor in connection with the maintenance and repair obligations under this Agreement (or otherwise arising under Grantor). If any such lien arises and encumbers the Easement Area, Grantor shall either: (a) satisfy the lien, subject to a good-faith right to contest the amount due in connection therewith; or (b) contest the validity of any lien provided within thirty (30) days after it receives notice of the lien filing and bond around or the lien or otherwise cause the removal of the lien from the Easement Area.

5. **MUTUAL INDEMNITY.** Each Party (the "*Indemnifying Party*") shall indemnify, defend and hold the other Party and its successors and assigns (the "*Indemnified Party*") harmless from and against: (a) all claims, demands, costs, losses, expenses and liability, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the use of the Easement Area by the Indemnifying Party and/or its employees, customers, guests, licensees, invitees, tenants, or agents; and (b) any failure of the Indemnifying Party to perform its duties or obligations under this Agreement; provided, however, the foregoing obligation shall not apply to claims or demands to the extent based on the negligence or willful act or omission of the Indemnified Party.

6. **DEFAULT.** In the event of any alleged failure to perform any obligation under this Agreement ("*Default*"), the non-defaulting Party shall give the alleged defaulting Party written notice thereof, which notice shall include a description of the acts required to cure the same with reasonable specificity. The defaulting Party shall have a period of thirty (30) days within which to cure such Default, which period shall be extended to the extent reasonably necessary to complete such cure so long as the cure was commenced within thirty (30) days after such notice is given and thereafter prosecuted with due diligence (not to exceed ninety (90) days). Any prohibited conduct under this Agreement may be enjoined and this Agreement shall be specifically enforceable. In no

event shall a Party's default under any other agreement with the other Party or its affiliates constitute a default by such Party under this Agreement.

7. **NOTICES.** All notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered to Grantor, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges are prepaid by the delivering Party. Any notice shall be addressed as follows:

If to Grantor: M A S Family LLC  
 [Signature]  
 [Signature]  
 L. Dean Sanders  
 1457 W. 377 S. West Haven UT.  
 With a copy to: [ ]  
 [ ]  
 [ ]  
 [ ]

If to Grantee: Wasatch Peaks Ranch, LLC  
 Attn: Ed Schultz  
 136 E South Temple, Ste. 2425  
 Salt Lake City, UT 84111  
 eschultz@wprdevco.com

With a copy to: Holland & Hart LLP  
 Attn: Allison Phillips Belnap  
 222 S. Main St. Ste. 2200  
 Salt Lake City, UT 84101  
 agbelnap@hollandhart.com

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

8. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire agreement between the Parties respecting its subject matter. This Agreement shall not be modified or amended except in a writing signed by the Parties.

9. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

10. **ASSIGNMENT.** Grantee has the right to assign or otherwise transfer its rights, duties, and obligations under this Agreement, in whole or in part, without any requirements of

notice to or consent of Grantor, to any third party including without limitation an affiliate or subsidiary of Grantee, and any utility provider or service district. Any assignee or grantee of all or any part of Grantee's interest hereunder shall be liable to perform obligations under this Agreement commencing on the date of such assignment. Any assignment permitted hereunder shall release the assignor from obligations with respect to the interests assigned accruing after the date that liability is assumed by the assignee.

11. **PARTIAL INVALIDITY.** Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect unimpaired by the holding.

12. **FORCE MAJEURE - DELAYS.** Notwithstanding any other provision in this Agreement to the contrary, if performance of any act required to be performed by Grantee under this Agreement is in whole or in part prevented or delayed by reason of any act of God, strike, lock-out, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause, event or circumstance not the fault of Grantee, then Grantee, upon giving notice to Grantor, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or delay.

13. **NO WAIVER; NO ABANDONMENT.** No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement. Further, no act or failure to act on the part of Grantee shall be deemed to constitute an abandonment, surrender or termination of the Easement, except upon recordation by Grantee of a quitclaim deed or release specifically conveying the Easement back to Grantor.

14. **EASEMENT RUNS WITH THE LAND.** This Agreement, including the Easement, shall burden and run with the Grantor Property (including the Easement Area) for the benefit of the Grantee Property. This Agreement shall be binding on and inure to the benefit of all persons and entities owning or possessing the Grantor Property, all upon the terms, provisions and conditions set forth herein.

15. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument.

16. **NO DEDICATION.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of the Easement Area or any portion of the Grantor Property to or for the general public or for any public purpose whatsoever, including, but not limited to, dedication as a public street.

17. **HEADINGS FOR CONVENIENCE.** All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

18. **RECITALS AND EXHIBITS INCORPORATED.** The recitals and all exhibits to this Agreement are incorporated herein and made a part hereof as if fully set forth herein.

19. **ENFORCEMENT; ATTORNEYS' FEES.** In the event that any Party seeks to enforce the terms of this Agreement against the other Party, whether in suit or otherwise, the Party seeking to enforce this Agreement or substantially prevailing Party in any action shall be entitled to receive all reasonable costs incurred in connection therewith, including reasonable attorneys' fees and costs, from the other Party.

20. **NO PARTNERSHIP.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between the Parties, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

*[SIGNATURE PAGES FOLLOW]*



M A S FAMILY LLC,  
a Utah limited liability company

By: [Signature]  
Name: L. Dean Saunders  
Its: Registered Agent

STATE OF UTAH           §  
                                  §  
COUNTY OF Weber   §

The foregoing instrument was acknowledged before me this 18 day of November 2021, by Dean Saunders, the Registered Agent of M A S Family LLC, a Utah limited liability company.

(SEAL)

Katie Jane Stryker  
Notary Public

Residing at Weber County



EXHIBIT A

## Description of the Grantor Property

A PART OF THE SOUTHWEST QUARTER OF SECTION 26, AND THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN BEGINNING AT A POINT WHICH IS NORTH 0°18' EAST 1324 FEET ALONG THE SECTION LINE AND SOUTH 89°55' WEST 557.70 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 27, SAID POINT IS ALSO GIVEN AS 126.2 RODS EAST AND 80 RODS SOUTH FROM THE CENTER OF SAID SEC 27, RUNNING NORTH 89°55' EAST 1306.8 FEET; THENCE NORTH 5°30' WEST 453.34 FEET TO THE SOUTH LINE OF THE UTAH PACIFIC RAILROAD RIGHT OF WAY, THENCE NORTH 83°33' WEST 1268.26 FEET ALONG SAID SOUTHERN LINE; THENCE SOUTH 0°18' WEST 595.63 FEET TO THE POINT OF BEGINNING.  
(PARCEL NO. 00-0002-6052)



EXHIBIT B

Description of the Grantee Property

**WPR Property Description**

**TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN**

SECTION 2: ALL (PARCEL NO. 00-0000-3408)  
SECTION 3: ALL (PARCEL NO. 00-0000-3432)  
SECTION 11: ALL (PARCEL NO. 00-0000-3465)

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10.

(PARCEL NOS. 070070003, 070070004, DAVIS COUNTY, UTAH)

SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THE EAST HALF OF NORTHEAST QUARTER AND NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14.

(PARCEL NOS. 07-008-0001, 07-008-0002, DAVIS COUNTY, UTAH)

**TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN**

SECTION 2: ALL (PARCEL NO. 00-0001-1559)  
SECTION 3: ALL (PARCEL NO. 00-0001-1583)  
SECTION 10: ALL (PARCEL NO. 00-0001-1690)  
SECTION 11: ALL (PARCEL NO. 00-0001-1724)  
SECTION 13: ALL (PARCEL NO. 00-0001-1849)  
SECTION 15: ALL (PARCEL NO. 00-0001-1922)  
SECTION 23: ALL (PARCEL NO. 00-0001-2003)  
SECTION 27: ALL (PARCEL NO. 00-0001-2292)

BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, RUNNING THENCE EAST 98 RODS; THENCE SOUTH 320 RODS; THENCE WEST 98 RODS; THENCE NORTH 320 RODS TO THE PLACE OF BEGINNING.

(PARCEL NO. 00-0001-1526)

THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 4.

(PARCEL NO. 00-0001-1617)

ALL OF SECTION 9, LESS THE FOLLOWING DESCRIBED PROPERTY: BEGINNING ON THE SOUTH LINE OF SECTION 9, AFORESAID, AT A POINT WHERE SAID SECTION LINE CROSSES THE TOP OF THE MOUNTAIN; THENCE NORTH ALONG THE TOP OF THE MOUNTAIN TO THE NORTH LINE OF SAID SECTION 9; THENCE WEST TO THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH ONE MILE TO SOUTHWEST CORNER OF SAID SECTION; THENCE EAST TO POINT OF BEGINNING.  
(PARCEL NO. 00-0001-1666)

THE SOUTH HALF AND THE SOUTH HALF OF THE NORTH HALF OF SECTION 12. ALSO; BEGINNING AT A POINT 23.50 CHAINS WEST FROM THE NORTHEAST CORNER OF SECTION 12, RUNNING THENCE SOUTH 20.00 CHAINS; THENCE WEST 32.50 CHAINS; THENCE NORTH 20.00 CHAINS; THENCE EAST 32.50 CHAINS TO BEGINNING  
(PARCEL NO. 00-0085-9420)

THE WEST HALF AND THE SOUTHEAST QUARTER OF SECTION 14.  
(PARCEL NO. 00-0001-1872)

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20.  
(PARCEL NO. 11-168-0002, DAVIS COUNTY, UTAH)

THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 22.  
(PARCEL NO. 00-0001-1963)

THE NORTH HALF OF THE NORTH HALF OF SECTION 24.  
(PARCEL NO. 00-0001-2045)

THE WEST HALF AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 26.  
(PARCEL No. 00-0001-2276)

THE SOUTHWEST QUARTER, AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35.  
(PARCEL NO. 00-0001-2409)

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36.  
(PARCEL NO. 00-0001-2466)

**TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN**

THE NORTHWEST QUARTER OF SECTION 19.  
(PARCEL NO. 00-0001-6517)

**TOWNSHIP 5 NORTH RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN**

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 26, THENCE WEST 80 RODS; THENCE NORTH 30 RODS, MORE OR LESS, TO THE WEBER RIVER; THENCE UP SAID RIVER SOUTH 75°00' EAST 20.86 CHAINS; THENCE SOUTH 8 RODS TO THE POINT OF BEGINNING. LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292, AT PAGE 1337 AND IN BOOK 297 AT PAGE 794.

(PARCEL NO. 00-0002-6185)

BEGINNING AT A POINT 11.50 CHAINS EAST FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; RUNNING THENCE NORTH 5°30' WEST 7.39 CHAINS MORE OR LESS TO UNION PACIFIC RAILROAD FENCE; THENCE FOLLOWING SAID FENCE SOUTH 83° 30' EAST 24.30 CHAINS; THENCE SOUTH 9°00' EAST 4.66 CHAINS, MORE OR LESS, TO THE QUARTER, QUARTER LINE; THENCE WEST 24.50 CHAINS TO THE POINT OF BEGINNING.

(PARCEL NO. 00-0002-6177)

THE SOUTH HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794. TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297, PAGE 794.

(PARCEL NO. 00-0002-6227)

BEGINNING AT THE CENTER OF THE SOUTHEAST QUARTER OF SECTION 27; RUNNING THENCE NORTH 8.00 CHAINS, MORE OR LESS TO THE RIGHT OF WAY OF THE UNION PACIFIC RAIL ROAD COMPANY; THENCE WEST 3.50 CHAINS; THENCE SOUTH 78°00' WEST ALONG SAID RIGHT OF WAY 17 CHAINS, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH ON SAID LINE 3 CHAINS, MORE OR LESS TO THE QUARTER, QUARTER CORNER; THENCE EAST 20 CHAINS TO THE PLACE OF BEGINNING.

(PARCEL NO. 00-0002-6292)

BEGINNING AT THE CENTER OF THE SOUTHEAST QUARTER OF SECTION 27 AND RUNNING THENCE NORTH 8 CHAINS; TO THE UNION PACIFIC RAIL ROAD RIGHT OF WAY, THENCE RUNNING ALONG THE SOUTH SIDE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY EASTERLY 11.55 CHAINS; THENCE SOUTH 8 CHAINS TO THE QUARTER SECTION LINE; THENCE WEST 11.55 CHAINS TO THE PLACE OF BEGINNING.

(PARCEL NO. 00-0002-6375)

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27, RUNNING THENCE NORTH 80 RODS; THENCE WEST 660 FEET; THENCE SOUTH 660 FEET; THENCE WEST 1320 FEET; THENCE NORTH 660 FEET; THENCE WEST 660 FEET; THENCE SOUTH 80 RODS; THENCE EAST 160 RODS TO THE POINT OF BEGINNING. LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122.

(PARCEL NO. 00-0002-6334)

BEGINNING 13.50 CHAINS SOUTH FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST; THENCE SOUTH 3 CHAINS, MORE OR LESS, TO THE RIGHT OF WAY OF THE UPRR CO., THENCE NORTH 78°00' EAST ALONG SAID RIGHT OF WAY 10 CHAINS; THENCE NORTH 10°00' EAST 2 CHAINS MORE OR LESS TO THE NORTH LINE OF THE COUNTY ROAD; THENCE SOUTH 80°00' WEST ALONG LINE 10 CHAINS TO THE POINT OF BEGINNING. RESERVING THEREFROM THE COUNTY ROAD AS NOW CONSTRUCTED.

(PARCEL NO. 00-0002-6359)

BEGINNING 1320 FEET NORTH AND 660 FEET WEST FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN; THENCE SOUTH 660 FEET; THENCE WEST 1320 FEET; THENCE NORTH 660 FEET; THENCE EAST 1320 FEET TO BEGINNING. LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794. TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794.

(PARCEL NO. 00-0002-6391)

THE SOUTHWEST QUARTER OF SECTION 27, SITUATE SOUTH OF THE UNION PACIFIC RAILROAD COMPANY'S RIGHT-OF-WAY. EXCEPTING THEREFROM THE PROPERTY HERETOFORE CONVEYED BY WARRANTY DEED, DATED MAY 12, 1955, FROM SWAN LAND AND LIVESTOCK COMPANY TO THE WEBER BASIN WATER CONSERVANCY DISTRICT, RECORDED ON JUNE 7, 1955, IN THE OFFICE OF THE MORGAN COUNTY RECORDER IN BOOK Q, AT PAGE 409, AS INSTRUMENT NO. 27442. ALSO, EXCEPTING THE FOLLOWING: BOOK S PAGE 376, A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER BEGINNING AT A POINT WHICH BEARS NORTH 984.7 FEET AND WEST 312.0 FEET FROM THE SOUTH QUARTER SECTION CORNER OF THE SAID SECTION 27 (SAID QUARTER SECTION CORNER IS MARKED BY A METAL HUB PLACED BY THE OLD QUARTER SECTION CORNER STONE BY THE U.S. BUREAU OF LAND MANAGEMENT IN THE 1952 RESURVEY), AND RUNNING THENCE SOUTH 16°19 MINUTES EAST 40.0 FEET; THENCE SOUTH 73° 41' WEST 60.0 FEET; THENCE NORTH 16°19' WEST 40.0 FEET TO THE RIGHT OF WAY LINE OF THE SAID MOUNTAIN FUEL SUPPLY COMPANY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 73° 41' EAST 60.0 FEET TO THE POINT OF BEGINNING. ALSO, SUBJECT TO THE FOLLOWING DESCRIBED RIGHT OF WAY: A STRIP OF LAND TWO RODS WIDE IN THE SOUTHWEST QUARTER OF SECTION 27, THE CENTER LINE OF WHICH BEGINS AT A POINT WHERE THE SOUTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY INTERSECTS WITH THE CENTER LINE OF A BRIDGE CONSTRUCTED OVER THE WEBER RIVER AS PART OF THE GATEWAY CANAL PROJECT WHICH POINT IS APPROXIMATELY 310 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27 AND RUNNING SOUTH 4°22' WEST ACROSS THE SAID BRIDGE AS PRESENTLY CONSTRUCTED 240 FEET MORE OR LESS TO THE SOUTH SIDE OF THE PIONEER PIPELINE COMPANY'S PIPELINE, THENCE EASTERLY ALONG THE SOUTH SIDE OF AND ADJACENT TO SAID PIPELINE 340 FEET MORE OR LESS TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27. ALSO, EXCEPTING THE FOLLOWING: 01-005-065-NA BOOK M4, PAGE 401, A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF A TRACT UNDER CONTRACT TO THE UNITED STATES AS RECORDED JULY 16, 1954, AS ENTRY NO. 26724 IN BOOK MISC. NO. 3, PAGE 475, FROM WHICH POINT THE SOUTH QUARTER CORNER OF SAID SECTION 27 BEARS SOUTH 54°12' EAST 2069.6 FEET, AND RUNNING THENCE SOUTH ALONG THE BOUNDARY OF SAID TRACT UNDER CONTRACT TO UNITED STATES 492.7 FEET; THENCE WEST 175.0 FEET; THENCE NORTH 492.7 FEET; THENCE EAST 175.0 FEET TO POINT OF BEGINNING.

(PARCEL NO. 00-0002-6490)

BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF GATEWAY CANAL, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG THE REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO THE GATEWAY CANAL RIGHT-OF-WAY STATION 420+07.04 ON SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 979.6 FEET MORE OR LESS TO SOUTH RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD CO; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE SOUTH 74°40' WEST 964.2 FEET MORE OR LESS TO THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ANY AND ALL OF GRANTOR'S RIGHT, TITLE, AND INTEREST, IF ANY, IN AND TO THE RIGHTS RESERVED BY SWAN LAND AND LIVESTOCK COMPANY, A CORPORATION ORGANIZED AND DOING BUSINESS UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF UTAH, AS GRANTOR OF THAT CERTAIN WARRANTY DEED DATED MAY 12, 1955 AND RECORDED JUNE 7, 1955 AS ENTRY NO. 27442 IN BOOK Q OF DEEDS AT PAGE 406 IN THE OFFICIAL RECORDS OF THE MORGAN COUNTY RECORDER, MORGAN COUNTY, UTAH, WHICH RIGHTS INCLUDE WITHOUT LIMITATION THE RIGHTS (1) TO USE ACCESS ROADS INCLUDING THE BRIDGE OVER THE WEBER RIVER AND THE OPERATION BRIDGE AT OR NEAR STATION 445+11 MENTIONED IN SAID WARRANTY DEED; AND (2) TO CROSS THE LAND DESCRIBED AND CONVEYED IN SAID WARRANTY DEED, ALL OF WHICH ARE LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.  
(PARCEL NO. 00-0002-6417)

THE SOUTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28.  
(PARCEL NO. 00-0002-6623)

ALL OF SECTION 33  
(PARCEL NO. 0002-6680)

ALL OF THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 34, EXCEPTING THEREFROM LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT PROPERTY SERIAL NUMBER 01-005-071-NA, AS RECORDED IN BOOK R OF DEEDS PAGES 119 THROUGH 122 DESCRIBED AS FOLLOWS: A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST

QUARTER (NE1/4NW1/4) OF SECTION THIRTY-FOUR (34) TOWNSHIP FIVE (5) NORTH, RANGE ONE (1) EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE VENDOR'S PROPERTY, ALSO BEING A POINT ON THE NORTH LINE OF SAID SECTION 34, FROM WHICH POINT THE NORTH QUARTER CORNER OF SAID SECTION 34 BEARS NORTH 88°48' EAST FOUR HUNDRED SEVENTEEN AND FOUR-TENTHS (417.4) FEET, AND RUNNING THENCE SOUTH 49°16' WEST TWO HUNDRED EIGHTY-THREE AND SEVEN TENTHS (283.7) FEET; THENCE NORTH 53°51' WEST TWO HUNDRED NINETY-SEVEN AND FIVE-TENTHS (297.5) FEET TO THE NORTH LINE OF SAID SECTION 34; THENCE NORTH 88°48' EAST ALONG THE NORTH LINE OF SAID SECTION 34, FOUR HUNDRED FIFTY-FIVE AND THREE-TENTHS (455.3) FEET TO THE POINT OF BEGINNING.

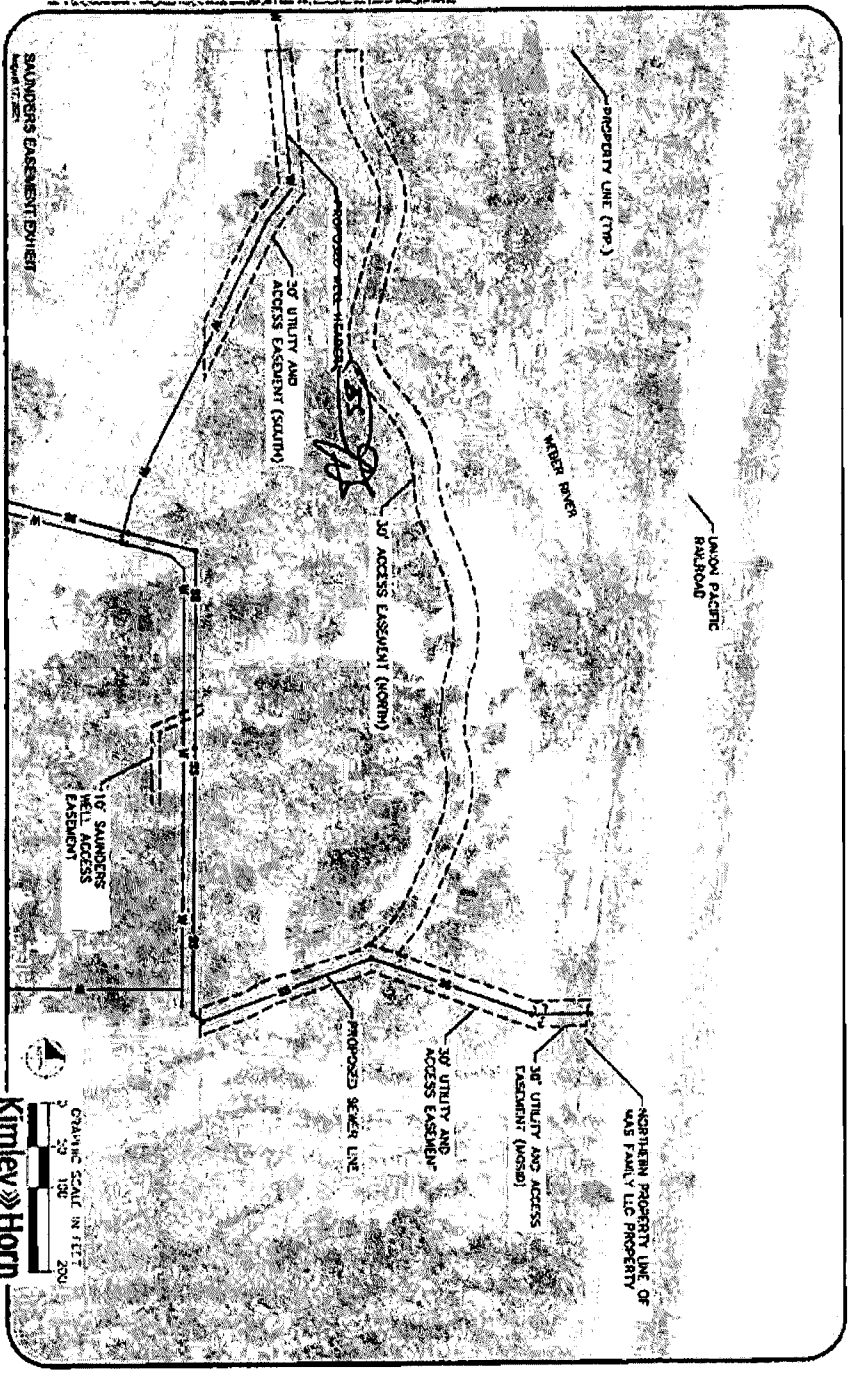
(PARCEL NO. 00-002-6722)

ALL OF SECTION 35, EXCEPTING THAT PORTION THEREOF CONDEMNED FOR GATEWAY CANAL IN BOOK R OF DEEDS, PAGES 119 THROUGH 122. ALSO LESS PROPERTY DEEDED TO WEBER BASIN WATER CONSERVANCY DISTRICT IN BOOK 292 AT PAGE 1337 AND BOOK 297, AT PAGE 794. TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794.

(PARCEL NOS. 00-0089-8784)

**EXHIBIT C**

**Site Plan**





**EXHIBIT D****Easement Area Descriptions****30' UTILITY AND ACCESS EASEMENT (SOUTH)**

Beginning at a point being on the west line of grantor's property line, said point also being 571.53 feet North 89°49'08" West and 1391.14 feet North 00°15'01" East from the Southeast Corner of Section 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian, said Southeast Corner being a 2 1/2" Brass Cap monument set by the BLM in 1952, and thence running thence, along said west line of grantor's property line, North 00°15'01" East 30.14 feet; thence North 84°43'42" East 169.44 feet; thence South 50°16'18" East 51.10 feet; thence South 63°31'18" East 201.09 feet to the south line of grantor's property line; thence, along said south line of grantor's property line, North 89°34'41" West 68.30 feet; thence North 63°31'18" West 143.22 feet; thence North 50°16'18" West 42.16 feet; thence South 84°43'42" West 159.91 feet to the Point of Beginning.

Contains 11,504 Sq. Ft. or 0.264 Ac.

(Parcel No. 00-0002-6052)