

**RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:**

Oquirrh Point Improvement District

13 Pier Place

Stansbury Park, UT 84074

Attn: Joseph White

187385-DWP

Tax ID No. 03-014-0-0005

RIGHT-OF-WAY AND EASEMENT GRANT

TOOELE INVESTORS LLC, a Utah limited liability company, ("**Grantor**"), does hereby convey and warrant to Oquirrh Point Improvement District, a Utah special district ("**Grantee**"), its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a perpetual right-of-way and easement to construct, lay, maintain, operate, repair, service, alter, inspect, protect, make connections to, remove and replace a water pipeline, valves, valve boxes and related equipment and facilities (hereinafter collective the "**Water Pipeline**"), under, over, through and across the real property situated in the County of Tooele, State of Utah, and more particularly described in Exhibit A and Exhibit B attached hereto and incorporated by reference.

TO HAVE AND TO HOLD, the same unto said Grantee, its successors and assigns, so long as such Water Pipeline shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access roads) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Water Pipeline. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere, with the use of the Water Pipeline as intended or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Water Pipeline.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep-rooted trees, or any vegetation with roots that may interfere with and/or damage the Water Pipeline.

4. Grantor shall not place personal property within the right-of-way that impairs in any way Grantee's right to access, operate, maintain, repair and replace the Water Pipeline.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation or restoration or compensation.

6. Grantee agrees to indemnify, hold harmless and defend Grantor, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorneys' fees, arising out of or by any reason of Grantee's use of the easement or any activities conducted thereon by Grantee, its agents, employees, invitees or as a result of Grantee's negligence.

7. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

[Signature page to follow]

WITNESS the execution hereof this 1 day of ^{April}~~March~~ 2025.

GRANTOR:

TOOELE INVESTORS, LLC, a Utah limited liability company

By: W. James Tozer, Jr.
Name: W. James Tozer, Jr.
Title: Manager

STATE OF New York)
COUNTY OF New York) :SS

On this 1 day of ^{April}~~March~~ 2025, personally appeared before me, the undersigned Notary Public, W. James Tozer, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Ivonne Cruz
NOTARY PUBLIC

IVONNE CRUZ
Notary Public, State of New York
No. 01CH6013365
Qualified in New York County
Commission Expires October 25, 2026

[Exhibits to follow]

Tooele Investors LLC Property-TID #03-014-0-0005

EXHIBIT "A"

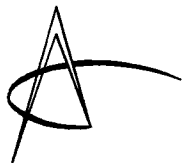
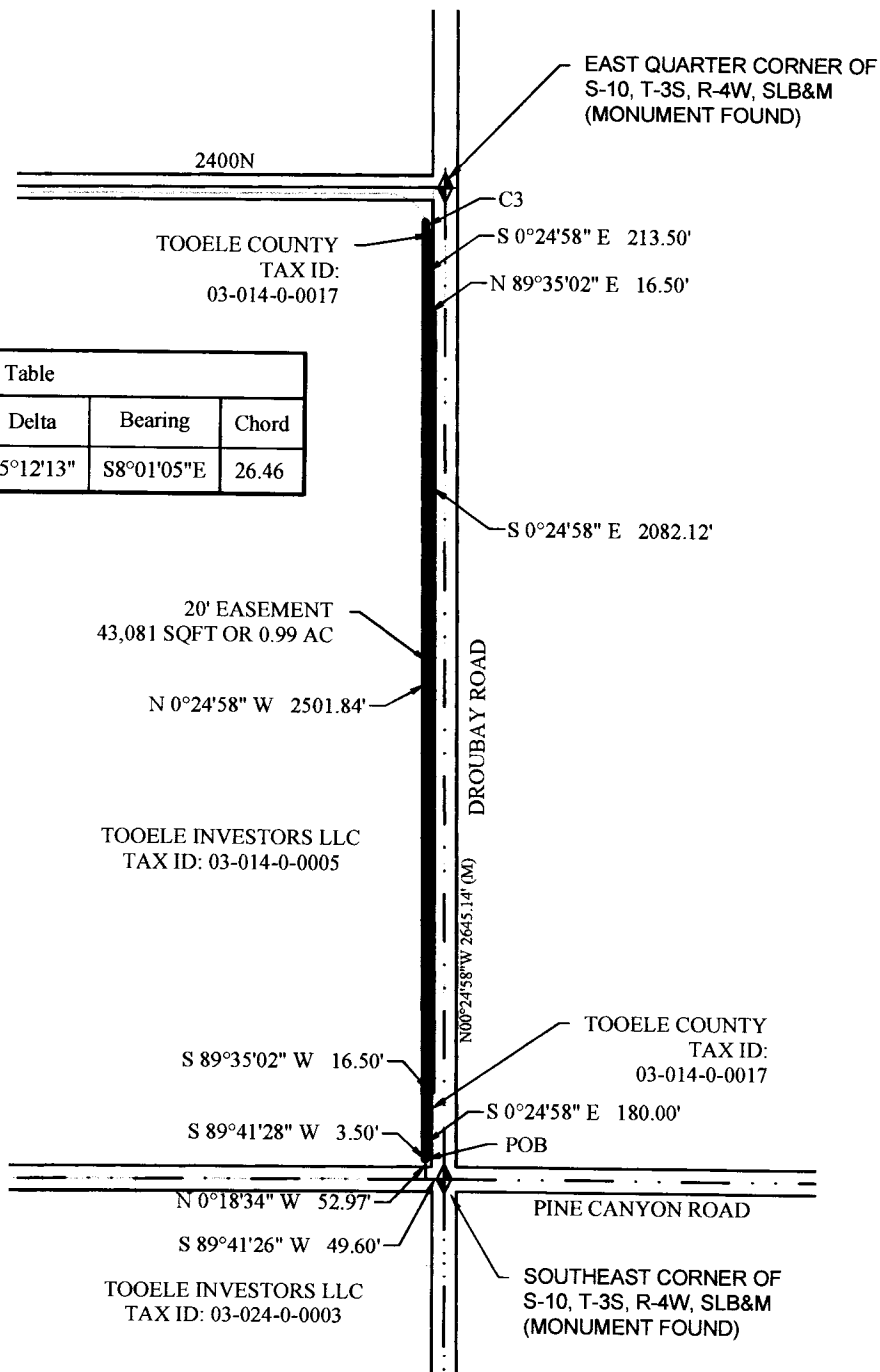
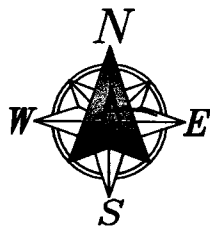
LEGAL DESCRIPTION OF PERPETUAL EASEMENT

A 20 FOOT STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF GRANTOR'S PROPERTY. SAID POINT BEING SOUTH 89°41'26" WEST 49.60 FEET ALONG THE EAST-WEST SECTION LINE AND NORTH 0°18'34" WEST 52.97 FEET FROM THE MONUMENT AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN. AND RUNNING THENCE SOUTH 89°41'28" WEST 3.50 FEET TO A POINT; THENCE NORTH 0°24'58" WEST 2501.84 FEET TO A POINT ON THE WEST PROPERTY LINE OF TOOELE COUNTY PARCEL 03-014-0-0017; THENCE SOUTHEASTERLY 26.54 FEET ALONG A 100.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15°12'13" AND A LONG CHORD OF SOUTH 08°01'05" EAST 26.46 FEET TO A POINT ON THE WEST PROPERTY LINE OF SAID TOOELE COUNTY PARCEL 03-014-0-0017; THENCE SOUTH 0°24'58" EAST 213.50 FEET ALONG WEST PROPERTY LINE OF SAID TOOELE COUNTY PARCEL 03-014-0-0017 TO THE SOUTHWEST CORNER OF SAID TOOELE COUNTY PARCEL 03-014-0-0017; THENCE NORTH 89°35'02" EAST 16.50 FEET TO THE SOUTHEAST CORNER OF SAID TOOELE COUNTY PARCEL 03-014-0-0017; THENCE SOUTH 0°24'58" EAST 2082.12 FEET TO THE NORTHEAST CORNER OF TOOELE COUNTY PARCEL 03-014-0-0017; THENCE SOUTH 89°35'02" WEST 16.50 FEET TO THE NORTHWEST CORNER OF TOOELE COUNTY PARCEL 03-014-0-0017; THENCE SOUTH 00°24'58" EAST 180.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 43,081 SQUARE FEET, OR 0.99 ACRE.

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C3	26.54	100.00	15°12'13"	S8°01'05"E	26.46



Ward Engineering Group

Planning ★ Engineering ★ Surveying

231 West 800 South, Suite A
Salt Lake City, Utah 84101

Phone: (801)487-8040 Fax: (801)487-8668

EASEMENT EXHIBIT B

TID #03-014-0-0005

SITUATE IN THE SOUTHEAST QUARTER OF SECTION
10, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT
LAKE BASE & MERIDIAN. TOOELE COUNTY, UTAH

DATE: 07/10/2018
SCALE: 1"=500'
DRAWN BY: RBJ
SHEET NO.: 1 OF 1

**RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:**

Oquirrh Point Improvement District
13 Pier Place
Stansbury Park, UT 84074
Attn: Joseph White

187385-DWP

Tax ID No. 98-000-0-0035

Tax ID No. 03-022-0-0004

**ASSIGNMENT
OF
RIGHT-OF-WAY AND EASEMENT GRANT**

This ASSIGNMENT OF RIGHT-OF-WAY AND EASEMENT GRANT (this “**Assignment**”) is entered into by and between Tooele Investors LLC, a Utah limited liability company (“**Assignor**”) and Oquirrh Point Improvement District, a Utah special district (“**Assignee**”).

A. On or around September 19, 2018, Questar Gas Company doing business as Dominion Energy Utah, a corporation of the State of Utah (“**Original Grantor**”) executed a Right-of-Way and Easement Grant (the “**Easement Grant**”), pursuant to which Original Grantor granted Assignor a water pipeline easement with respect to the real property contemplated therein. The Easement Grant was recorded in the Tooele County Recorder’s Office on September 20, 2018 as Entry No. 474433.

B. In conjunction with Assignee’s acquisition of substantially all of the operating assets of Meadowbrook Water Users Association, a nonprofit mutual water corporation of which Assignor is a shareholder, Assignor desires to transfer and assign to Assignee, and Assignee desires to expressly receive, assume and accept from Assignor, all of Assignor’s rights and interests in and to the Easement Grant, as provided herein.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby declares as follows:

1. Assignment. Assignor does hereby transfer, assign and convey to Assignee, and Assignee does hereby receive, assume and accept from Assignor, all of Assignor’s right, title, interest, obligations, covenants and agreement relating to, concerning, or arising out of the Easement Grant. A copy of the Easement Grant is attached hereto and incorporated by reference herein.
2. Governing Law; Disputes. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah. In the event of any legal dispute regarding the interpretation or enforcement of this Assignment, the prevailing party shall be entitled to recover

from the losing party all of the prevailing party's costs and expenses, including court costs and reasonable attorneys' fees.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date signed below.

ASSIGNOR:

TOOELE INVESTORS, LLC, a Utah limited liability company

By: _____

Name: W. James Tozer, Jr.

Title: Manager

ASSIGNEE:

OQUIRRH POINT IMPROVEMENT DISTRICT, a Utah special district

By: _____

Name: Dell Nichols

Title: Chairman

STATE OF _____)

:SS

COUNTY OF _____)

On this ____ day of February 2025, personally appeared before me, the undersigned Notary Public, W. James Tozer, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

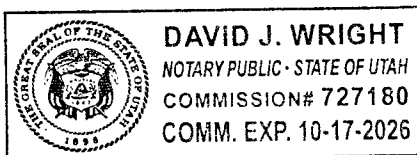
NOTARY PUBLIC

STATE OF UTAH)

:SS

COUNTY OF DAVIS)

On this 25 day of February 2025, personally appeared before me, the undersigned Notary Public, Dell Nichols, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



NOTARY PUBLIC

from the losing party all of the prevailing party's costs and expenses, including court costs and reasonable attorneys' fees.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date signed below.

ASSIGNOR:

TOOELE INVESTORS, LLC, a Utah limited liability company

By: W. James Tozer, Jr.Name: W. James Tozer, Jr.Title: Manager**ASSIGNEE:**

OQUIRRH POINT IMPROVEMENT DISTRICT, a Utah special district

By: Dell NicholsName: Dell NicholsTitle: Chairman*Signed in counterpart*

STATE OF New York)
:SS
COUNTY OF New York)

On this 4 day of March 2025, personally appeared before me, the undersigned Notary Public, W. James Tozer, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

IVONNE CRUZ
Notary Public, State of New York
No. 01086013365
Qualified in New York County
Commission Expires October 25, 2026

Ivonne Cruz
NOTARY PUBLIC

STATE OF UTAH)
:SS
COUNTY OF _____)

On this ____ day of February 2025, personally appeared before me, the undersigned Notary Public, Dell Nichols, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Signed in counterpart

NOTARY PUBLIC

EXHIBIT 'A'

RIGHT OF WAY EASEMENT GRANT ENTRY 474433

WHEN RECORDED MAIL TO:

Tooele Investors LLC
c/o Vectra Management Utah
505 Park Avenue, Suite 403
New York, New York 10022

Entry #: 474433
09/20/2018 08:39:56 AM EASEMENT

Page: 1 of 4
FEE \$16.00 BY TOOEELE INVESTORS LLC
Jerry Houghton, Tooele County Recorder

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, Utah 84145-0360
40740.QUES.PLS

Space above for County Recorder's use
PARCEL I.D.# 98-000-0-0035

RIGHT-OF-WAY AND EASEMENT GRANT
East Side of Droubay Road

QUESTAR GAS COMPANY doing business as DOMINION ENERGY UTAH, a corporation of the State of Utah, "Grantor", does hereby convey and warrant to TOOEELE INVESTORS LLC, a Utah limited liability company, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a perpetual right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace a water pipeline, valves, valve boxes and related equipment and facilities (hereinafter collectively called the "Water Pipeline"), under, over, through and across the following described land and premises situated in the County of Tooele, State of Utah, and more particularly described as follows, to-wit:

A 20 FOOT STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOEELE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF GRANTOR'S PROPERTY. SAID POINT BEING NORTH 89°43'24" EAST 33.00 FEET ALONG THE EAST-WEST QUARTER SECTION LINE FROM THE MONUMENT AT THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN. AND RUNNING THENCE NORTH 00°21'26" WEST 70.00 FEET ALONG THE EAST RIGHT OF WAY LINE OF DROUBAY ROAD; THENCE NORTH 89°43'24" EAST 20.00 FEET TO A POINT; THENCE SOUTH 00°21'26" EAST 70.00 FEET TO A POINT ON THE EAST-WEST QUARTER

SECTION LINE; THENCE SOUTH 89°43'24" WEST 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,400 SQUARE FEET, OR 0.03 ACRE.

As shown in Exhibit A attached, which by reference is made a part hereof.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as the Water Pipeline shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Water Pipeline. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere, with the use of the Water Pipeline as intended or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Water Pipeline.
2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.
3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may interfere with and/or damage the Water Pipeline.
4. Grantor shall not place personal property within the right-of-way that impairs in any way Grantee's right to access, operate, maintain, repair and replace the Water Pipeline.
5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor(s), and without any obligation of restoration or compensation.
6. Grantee agrees to indemnify, hold harmless and defend Grantor, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantee's use of the easement or any activities conducted thereon by Grantee, his/her/its agents, employees, invitees or as a result of Grantee's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

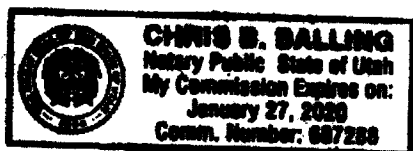
WITNESS the execution hereof this 19th day of September, 2018.

DOMINION ENERGY UTAH

By Joseph D. Krol
Its: Authorized Representative

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

On the 19TH day of September, 2018 personally appeared before me JOSEPH D. KELLER who, being duly sworn, did say that he is an Authorized Representative of Questar Gas Company, dba Dominion Energy Utah, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.




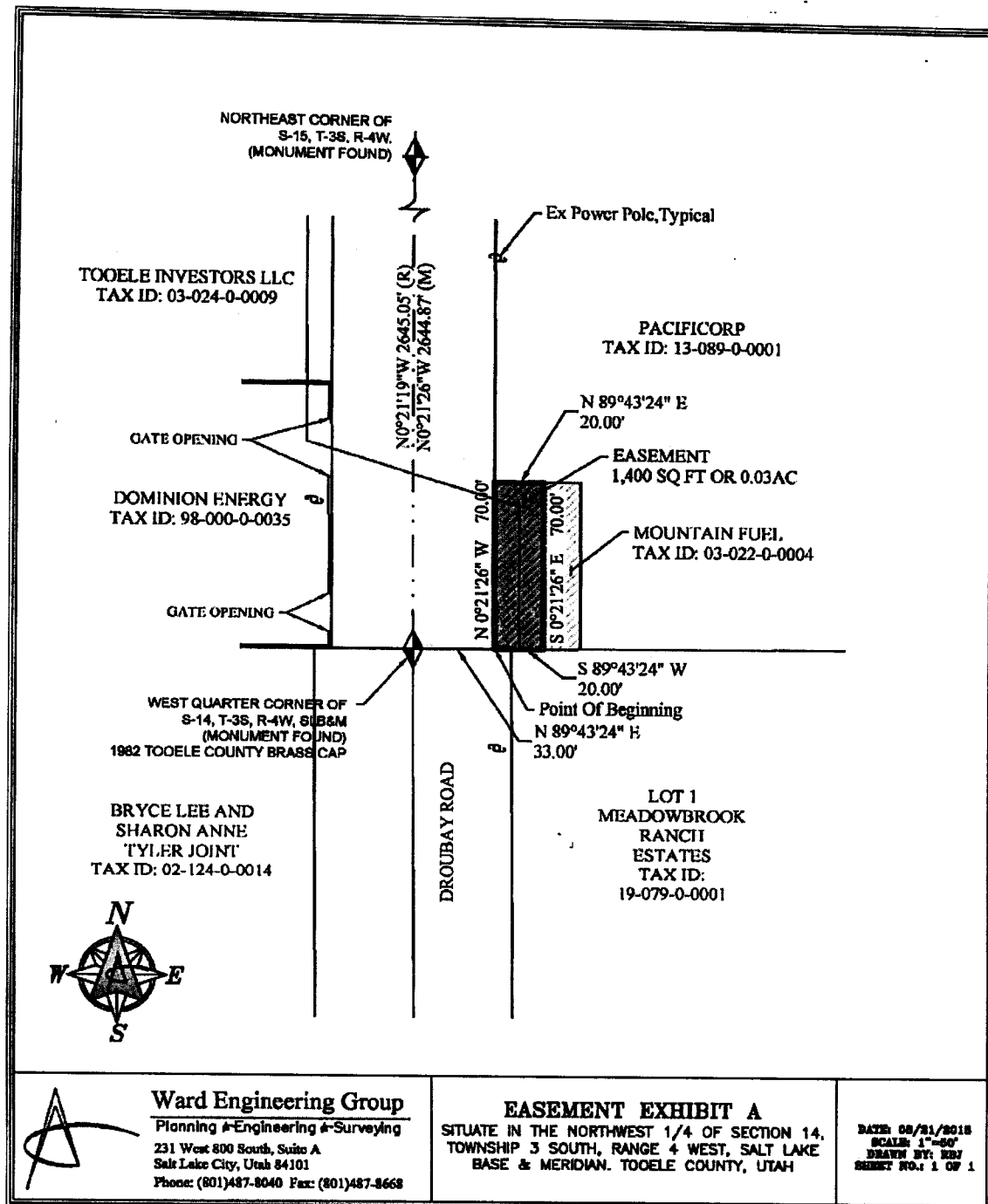

Notary Public

EXHIBIT A



**RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:**

Oquirrh Point Improvement District

13 Pier Place

Stansbury Park, UT 84074

Attn: Joseph White

187385-DWP

Tax ID No. 19-079-0-0003

**ASSIGNMENT
OF
RIGHT-OF-WAY AND EASEMENT GRANT**

This ASSIGNMENT OF RIGHT-OF-WAY AND EASEMENT GRANT (this “**Assignment**”) is entered into by and between Meadowbrook Water Users Association, a Utah corporation (“**Assignor**”) and Oquirrh Point Improvement District, a Utah special district (“**Assignee**”).

A. On or around February 6, 2019, Utah Youth Village, Inc., d.b.a Meadowbrook Ranch Estates (“**Original Grantor**”) executed a Right-of-Way and Easement Grant (the “**Easement Grant**”), pursuant to which Original Grantor granted Assignor a water easement with respect to the real property contemplated therein. The Easement Grant was recorded in the Tooele County Recorder’s Office on February 6, 2019 as Entry No. 480813.

B. In conjunction with Assignee’s acquisition of substantially all of the operating assets of Assignor, Assignor desires to transfer and assign to Assignee, and Assignee desires to expressly receive, assume and accept from Assignor, all of Assignor’s rights and interests in and to the Easement Grant, as provided herein.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby declares as follows:

1. Assignment. Assignor does hereby transfer, assign and convey to Assignee, and Assignee does hereby receive, assume and accept from Assignor, all of Assignor’s right, title, interest, obligations, covenants and agreement relating to, concerning, or arising out of the Easement Grant. A copy of the Easement Grant is attached hereto and incorporated by reference herein.

2. Governing Law; Disputes. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah. In the event of any legal dispute regarding the interpretation or enforcement of this Assignment, the prevailing party shall be entitled to recover from the losing party all of the prevailing party’s costs and expenses, including court costs and reasonable attorneys’ fees.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date signed below.

ASSIGNOR:

MEADOWBROOK WATER USERS
ASSOCIATION, a Utah nonprofit corporation

By: [Signature]
Name: Chris Meacham
Title: President

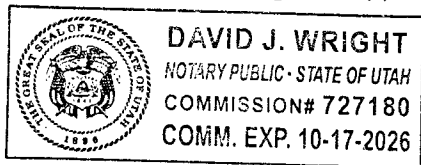
ASSIGNEE:

OQUIRRH POINT IMPROVEMENT
DISTRICT, a Utah special district

By: [Signature]
Name: Dell Nichols
Title: Chairman

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

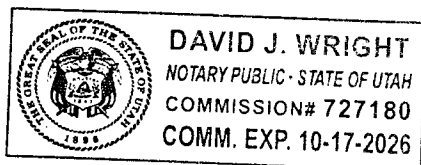
On this 25 day of February 2025, personally appeared before me, the undersigned Notary Public, Chris Meacham, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



[Signature]
NOTARY PUBLIC

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 25 day of February 2025, personally appeared before me, the undersigned Notary Public, Dell Nichols, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



[Signature]
NOTARY PUBLIC

EXHIBIT 'A'

RIGHT OF WAY EASEMENT GRANT, ENTRY 480813

WHEN RECORDED MAIL TO:
Meadowbrook Water Users Assoc.
5800 So. Highland Drive
Holladay, Utah 84121

Entry #: 480813
02/06/2019 09:49:30 AM EASEMENT
Page: 1 of 5
FEE \$18.00 BY MEADOWBROOK WATER USER ASSOC
, Tooele County Recorder

Space above for County Recorder's use
PARCEL I.D.# 19-079-0-0003

RIGHT-OF-WAY AND EASEMENT GRANT

UTAH YOUTH VILLAGE, INC. d.b.a. Meadowbrook Ranch Estates, a Utah corporation, "Grantor", does hereby grant, convey and warrant to the Meadowbrook Water Users Association, a Utah corporation, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a perpetual right-of-way and easement to access, construct, lay, maintain, operate, repair, service, alter, inspect, protect, make connections to, remove and replace pipelines, pumps, pump stations, valves, valve boxes, power lines, power panels, the well and related equipment and facilities (hereinafter collectively called the "Water Easement"), under, over, through and across Lot #3 of the Meadowbrook Subdivision, as recorded in the Tooele County Recorder's Office, and more particularly described in Exhibits "A" and "B" which are attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as the Water Easement shall be utilized and maintained in connection with the purposes set forth herein, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, service, make connections to, remove and replace the same and to connect to and use the core components of the Meadowbrook Water System. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the water pipeline. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere, in any way, with the Water Easement or any other rights or interests granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, structure retaining walls, rock walls, footings

or improvement within a 40 foot radius around the well or which impairs in any way Grantee's right to access, operate, maintain, repair and replace the Water Easement. Nothing herein shall be construed as prohibiting the Grantor or its successors in interest in placing a driveway of concrete or asphalt on the easement or in otherwise creating reasonable landscaping within the easement.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may interfere with and/or damage the Water Easement or that may be within 20 feet of the well or power panel.

4. Grantor shall not place personal property within the right-of-way that impairs in any way Grantee's right to access, operate, maintain, repair and replace the Water Pipeline.

5. Grantee shall have the right to cut and remove structures, timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor(s), and without any obligation of restoration or compensation except that Grantee shall repair damages to a driveway or other reasonable landscaping to its pre-disruption status at no cost to the Grantor.

6. Grantee agrees to indemnify, hold harmless and defend Grantor, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantee's use of the easement or any activities conducted thereon by Grantee, its agents, employees, invitees or as a result of Grantee's negligence.

7. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 6th day of February, 2019.

UTAH YOUTH VILLAGE, INC. d.b.a.
Meadowbrook Ranch Estates /

Eric W. Bjorklund, President

STATE OF UTAH

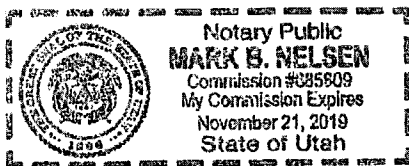
)


) ss.

COUNTY OF UTAH

)

On this 6th day of February, 2019 personally appeared before me Eric W. Bjorklund who, being duly sworn, did say that he is the President of Utah Youth Village, Inc. and that the foregoing instrument was signed on behalf of said corporation by authority of its bylaws.




Mark B. Nelson Notary Public

MeadowBrook Ranch Estates Lot 3 Property

EXHIBIT "A"

LEGAL DESCRIPTION OF PERPETUAL EASEMENT

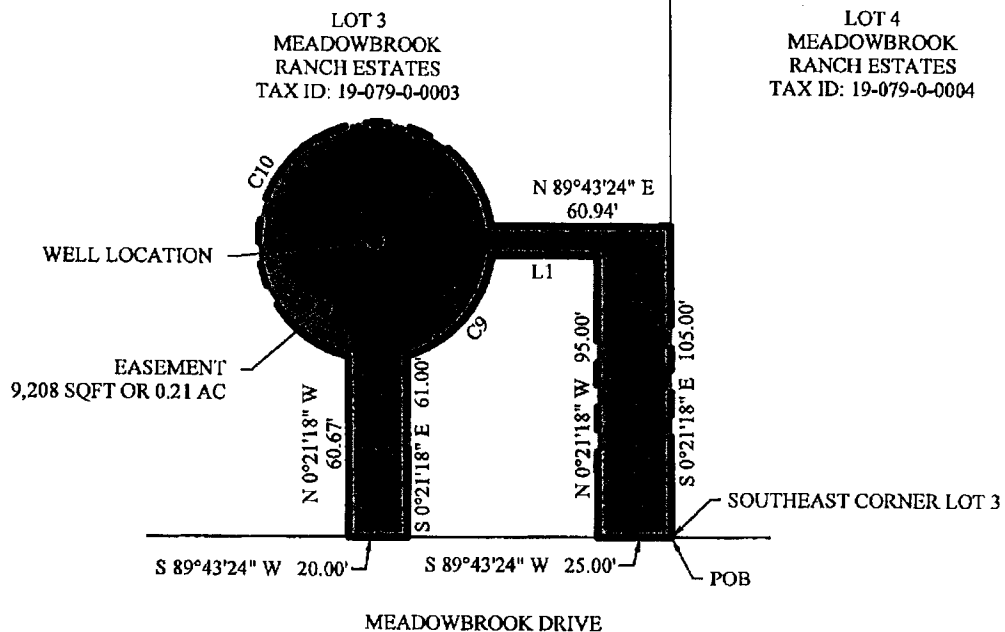
BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3 OF THE MEADOWBROOK RANCH ESTATES SUBDIVISION, AS RECORDED AND ON FILE IN THE OFFICE OF THE TOOELE COUNTY RECORDER; AND RUNNING THENCE SOUTH 89°43'24" WEST 25.00 FEET ALONG THE SOUTH LINE OF LOT 3; THENCE NORTH 00°21'18" WEST 95.00 FEET; THENCE SOUTH 89°43'24" WEST 35.84 FEET TO A POINT ON A 40.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THE CENTER OF WHICH BEARS NORTH 83°43'47" WEST; THENCE SOUTHWESTERLY 47.51 FEET ALONG SAID 40.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 68°03'01" AND A LONG CHORD OF SOUTH 40°17'43" WEST 44.76 FEET; THENCE SOUTH 00°21'18" EAST 61.00 FEET TO THE SOUTH LINE OF LOT 3; THENCE SOUTH 89°43'24" WEST 20.00 FEET ALONG SAID SOUTH LOT LINE; THENCE NORTH 00°21'18" WEST 60.67 FEET TO A POINT ON A 40.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THE CENTER OF WHICH BEARS NORTH 13°16'44" EAST; THENCE NORTHEASTERLY 173.58 FEET ALONG SAID 40.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 248°37'45" AND A LONG CHORD OF NORTH 47°35'36" EAST 66.08 FEET; THENCE NORTH 89°43'24" EAST 60.94 FEET TO THE EAST LINE OF LOT 3; THENCE SOUTH 00°21'18" EAST 105.00 FEET ALONG SAID LOT LINE TO THE POINT OF BEGINNING.

CONTAINS: 9,208 SQUARE FEET, OR 0.21 ACRE.

Line Table		
Line #	Length	Direction
L1	35.84	S89° 43' 24"W

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C9	47.51	40.00	68°03'01"	S40°17'43"W	44.76
C10	173.58	40.00	248°37'45"	N47°35'36"E	66.08



Ward Engineering Group

Planning ★ Engineering ★ Surveying

231 West 800 South, Suite A
Salt Lake City, Utah 84101

Phone: (801)487-8040 Fax: (801)487-8668

EASEMENT EXHIBIT B
TID #19-079-0-0003
 SITUATE IN THE SOUTHWEST QUARTER OF SECTION
 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT
 LAKE BASE & MERIDIAN, TOOELE COUNTY, UTAH

DATE: 10/01/2018
 SCALE: 1"=80'
 DRAWN BY: RBJ
 SHEET NO.: 1 OF 1

**RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:**

Oquirrh Point Improvement District

13 Pier Place

Stansbury Park, UT 84074

Attn: Joseph White

187385-DWP

Tax ID No. 03-024-0-0007

Tax ID No. 98-000-0-0035

**ASSIGNMENT
OF
RIGHT-OF-WAY AND EASEMENT GRANT**

This ASSIGNMENT OF RIGHT-OF-WAY AND EASEMENT GRANT (this "Assignment") is entered into by and between Tooele Investors LLC, a Utah limited liability company ("Assignor") and Oquirrh Point Improvement District, a Utah special district ("Assignee").

A. On or around July 27, 2018, Questar Gas Company doing business as Dominion Energy Utah, a corporation of the State of Utah ("Original Grantor") executed a Right-of-Way and Easement Grant (the "Easement Grant"), pursuant to which Original Grantor granted Assignor a water pipeline easement with respect to the real property contemplated therein. The Easement Grant was recorded in the Tooele County Recorder's Office on August 3, 2018 as Entry No. 471942.

B. In conjunction with Assignee's acquisition of substantially all of the operating assets of Meadowbrook Water Users Association, a nonprofit mutual water corporation of which Assignor is a shareholder, Assignor desires to transfer and assign to Assignee, and Assignee desires to expressly receive, assume and accept from Assignor, all of Assignor's rights and interests in and to the Easement Grant, as provided herein.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby declares as follows:

1. Assignment. Assignor does hereby transfer, assign and convey to Assignee, and Assignee does hereby receive, assume and accept from Assignor, all of Assignor's right, title, interest, obligations, covenants and agreement relating to, concerning, or arising out of the Easement Grant. A copy of the Easement Grant is attached hereto and incorporated by reference herein.

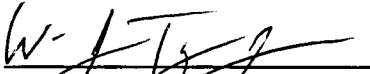
2. Governing Law; Disputes. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah. In the event of any legal dispute regarding the interpretation or enforcement of this Assignment, the prevailing party shall be entitled to recover

from the losing party all of the prevailing party's costs and expenses, including court costs and reasonable attorneys' fees.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date signed below.


ASSIGNOR:

TOOELE INVESTORS, LLC, a Utah limited liability company

By: 
Name: W. James Tozer, Jr.
Title: Manager

STATE OF New York,
COUNTY OF New York:SS

On this 24 day of March 2025, personally appeared before me, the undersigned Notary Public, W. James Tozer, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



NOTARY PUBLIC

IVONNE CRUZ
Notary Public, State of New York
No. 01CR0013365
Qualified in New York County
Commission Expires October 25, 20 26

ASSIGNEE:

OQUIRRH POINT IMPROVEMENT DISTRICT, a Utah special district

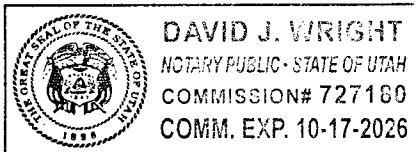
By: 

Name: Dell Nichols

Title: Chairman

STATE OF UTAH)
 :SS
COUNTY OF Davis)

On this 18 day of March 2025, personally appeared before me, the undersigned Notary Public, Dell Nichols, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.





NOTARY PUBLIC

EXHIBIT 'A'

RIGHT OF WAY EASEMENT GRANT, ENTRY 471942

Entry #: 471942

08/03/2018 03:20 PM EASEMENT

Page: 1 of 4

FEE: \$16.00 BY: TOOEE INVESTORS LLC
Jerry Houghton, Tooele County, Utah Recorder

WHEN RECORDED MAIL TO:

Tooele Investors LLC
c/o Vectra Management Group
505 Park Avenue, Suite 403
New York, NY 10022

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
40740.QUES.PLS

Space above for County Recorder's use
PARCEL I.D.# 03-024-0-0007

RIGHT-OF-WAY AND EASEMENT GRANT
40740

QUESTAR GAS COMPANY Doing Business as DOMINION ENERGY UTAH, a corporation of the State of Utah, "Grantor", does hereby convey and warrant to TOOEE INVESTORS LLC, a Utah limited liability company, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes (hereinafter collectively called "Water Pipeline"), through and across the following described land and premises situated in the County of Tooele, State of Utah, and more particularly described as follows, to-wit:

A 20 FOOT WIDE STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOEE COUNTY, UTAH. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF GRANTOR'S PROPERTY, SAID POINT BEING SOUTH 89°50'12" WEST 33.00 FEET ALONG THE EAST-WEST MIDSECTION LINE FROM THE MONUMENT AT THE EAST QUARTER CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°50'12" WEST 20.00 FEET ALONG GRANTOR'S SOUTH PROPERTY LINE; THENCE NORTH 00°09'48" WEST 110.00 FEET TO A POINT ON THE GRANTOR'S NORTH PROPERTY LINE; THENCE NORTH 89°50'12" EAST 20.00 FEET ALONG GRANTOR'S NORTH PROPERTY LINE TO THE NORTHEAST CORNER OF GRANTOR'S PROPERTY; THENCE SOUTH 00°09'48" EAST 110.00 FEET ALONG GRANTOR'S EAST PROPERTY LINE TO THE POINT OF BEGINNING.

CONTAINS: 0.05 ACRES (2,200.0 SQ FT)

As shown in Exhibit A attached, which by reference is made a part thereof.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as such water pipeline shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the water pipeline. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the water pipeline or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Water Pipeline.
2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.
3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Water Pipeline.
4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Water Pipeline.
5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor(s), and without any obligation of restoration or compensation.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 27th day of July 2018.

DOMINION ENERGY UTAH

By Joseph D. Kesh
Its Authorized Representative

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

On the 27 day of July, 2018 personally appeared before me JOSEPH KESL who, being duly sworn, did say that he is the Authorized Representative of Dominion Energy Utah and that the foregoing instrument was signed on behalf of said company by authority of its ORGANIZATION.

Paul Leland Swan
Notary Public

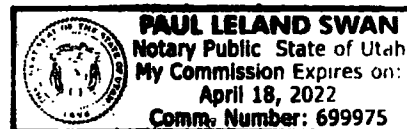
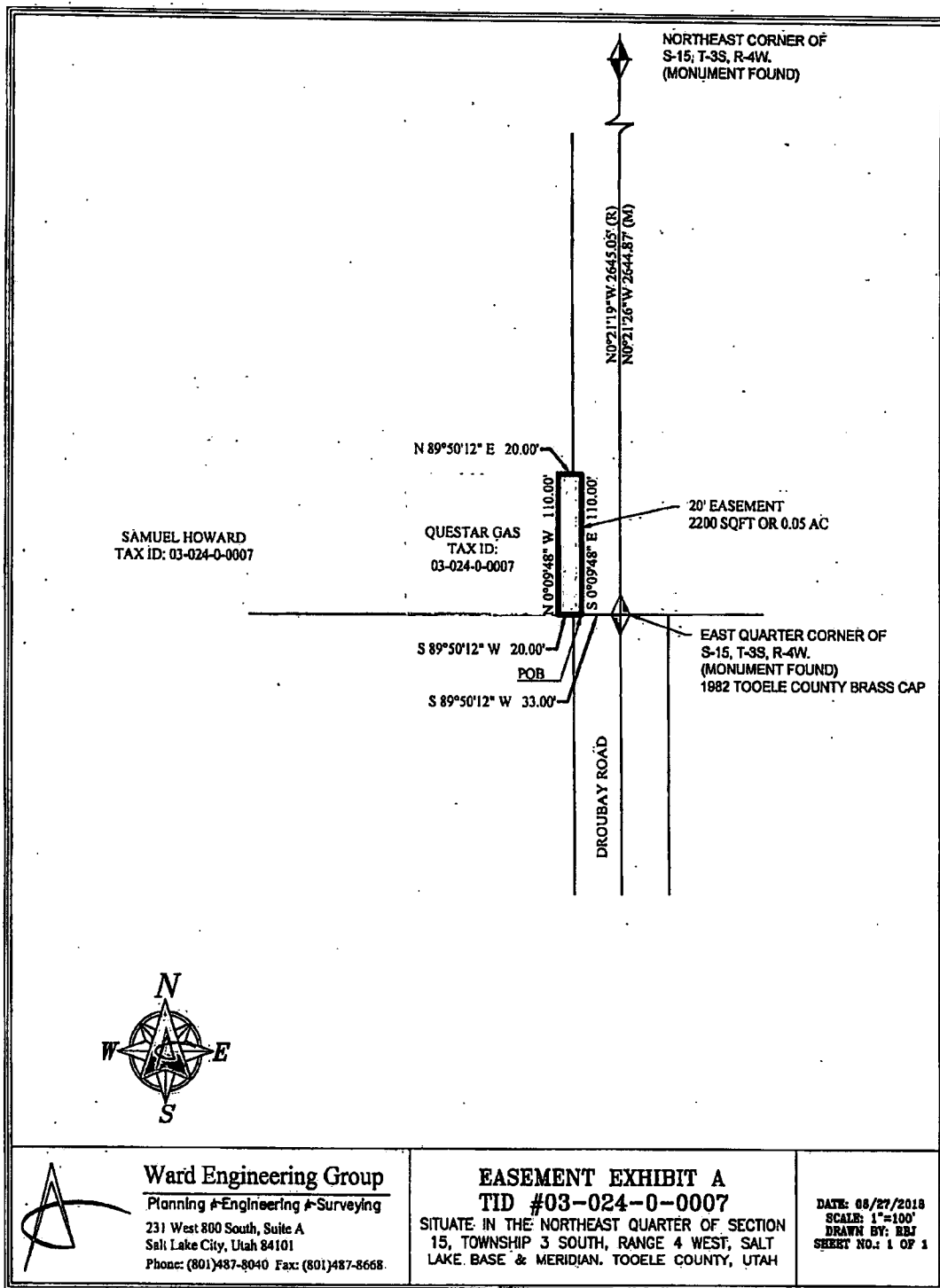


Exhibit A



**RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:**

Oquirrh Point Improvement District
13 Pier Place
Stansbury Park, UT 84074
Attn: Joseph White

187385-DWP

Tax ID No. 03-024-0-0006

**ASSIGNMENT
OF
RIGHT-OF-WAY AND EASEMENT GRANT**

This ASSIGNMENT OF RIGHT-OF-WAY AND EASEMENT GRANT (this “**Assignment**”) is entered into by and between Tooele Investors LLC, a Utah limited liability company (“**Assignor**”) and Oquirrh Point Improvement District, a Utah special district (“**Assignee**”).

A. On or around July 6, 2018, Laramie Dunn (“**Original Grantor**”) executed a Right-of-Way and Easement Grant (the “**Easement Grant**”), pursuant to which Original Grantor granted Assignor a water pipeline easement with respect to the real property contemplated therein. The Easement Grant was recorded in the Tooele County Recorder’s Office on July 9, 2018 as Entry No. 470532.

B. In conjunction with Assignee’s acquisition of substantially all of the operating assets of Meadowbrook Water Users Association, a nonprofit mutual water corporation of which Assignor is a shareholder, Assignor desires to transfer and assign to Assignee, and Assignee desires to expressly receive, assume and accept from Assignor, all of Assignor’s rights and interests in and to the Easement Grant, as provided herein.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby declares as follows:

1. Assignment. Assignor does hereby transfer, assign and convey to Assignee, and Assignee does hereby receive, assume and accept from Assignor, all of Assignor’s right, title, interest, obligations, covenants and agreement relating to, concerning, or arising out of the Easement Grant. A copy of the Easement Grant is attached hereto and incorporated by reference herein.

2. Governing Law; Disputes. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah. In the event of any legal dispute regarding the interpretation or enforcement of this Assignment, the prevailing party shall be entitled to recover from the losing party all of the prevailing party’s costs and expenses, including court costs and reasonable attorneys’ fees.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date signed below.

ASSIGNOR:

TOOELE INVESTORS, LLC, a Utah limited liability company

By: W. James Tozer, Jr.Name: W. James Tozer, Jr.Title: Manager**ASSIGNEE:**

OQUIRRH POINT IMPROVEMENT DISTRICT, a Utah special district

By: Dell NicholsName: Dell NicholsTitle: Chairman

Signed
in counterpart

STATE OF New York)
:SS
COUNTY OF New York)

On this 4 day of March 2025, personally appeared before me, the undersigned Notary Public, W. James Tozer, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Ivonne Cruz
NOTARY PUBLIC

STATE OF UTAH)
:SS
COUNTY OF _____)

IVONNE CRUZ
Notary Public, State of New York
No. 01686018365
Qualified in New York County
Commission Expires October 25, 2026

On this ____ day of February 2025, personally appeared before me, the undersigned Notary Public, Dell Nichols, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY PUBLIC

Signed in
counterpart

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date signed below.

ASSIGNOR:

TOOELE INVESTORS, LLC, a Utah limited liability company

By: _____
Name: W. James Tozer, Jr.
Title: Manager

ASSIGNEE:

OQUIRRH POINT IMPROVEMENT DISTRICT, a Utah special district

By: _____
Name: Dell Nichols
Title: Chairman

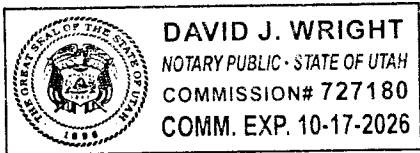
STATE OF Utah)
:SS
COUNTY OF _____)

On this ____ day of February 2025, personally appeared before me, the undersigned Notary Public, W. James Tozer, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY PUBLIC

STATE OF UTAH)
:SS
COUNTY OF Davis)

On this 25 day of February 2025, personally appeared before me, the undersigned Notary Public, Dell Nichols, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



NOTARY PUBLIC

EXHIBIT 'A'

RIGHT OF WAY EASEMENT GRANT, ENTRY 470532

WHEN RECORDED MAIL TO:

Tooele Investors LLC
c/o Vectra Management Group
505 Park Avenue, Suite 403
New York, NY 10022

Entry #: 470532
07/09/2018 09:23:17 AM EASEMENT

Page: 1 of 4
FEE \$16.00 BY TOOELE INVESTORS
Jerry Houghton, Tooele County Recorder

Space above for County Recorder's use
PARCEL I.D.# 03-024-0-0006

RIGHT-OF-WAY AND EASEMENT GRANT

LARAMIE DUNN an individual residing within the State of Utah, "Grantor", does hereby convey and warrant to TOOELE INVESTORS LLC, a Utah limited liability company, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes (hereinafter collectively called "Water Pipeline"), through and across the following described land and premises situated in the County of Tooele, State of Utah, and more particularly described as follows, to-wit:

A 20 FOOT WIDE STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE COUNTY, UTAH. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GRANTOR'S PROPERTY. SAID POINT BEING SOUTH 00°21'26" EAST 840.84 FEET ALONG THE SECTION LINE, AND SOUTH 89°38'34" WEST 33.00 FEET FROM THE MONUMENT AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN. AND RUNNING THENCE SOUTH 00°21'26" EAST 3.02 CHAINS (199.32 FEET) ALONG GRANTOR'S EAST PROPERTY LINE TO THE SOUTHEAST CORNER OF GRANTOR'S PROPERTY; THENCE SOUTH 89°38'34" WEST 20.00 FEET ALONG GRANTOR'S SOUTH PROPERTY LINE; THENCE NORTH 00°21'26" WEST 3.02 CHAINS (199.32 FEET) TO A POINT ON GRANTOR'S NORTH PROPERTY LINE; THENCE NORTH 89°38'34" EAST 20.00 FEET ALONG GRANTOR'S NORTH PROPERTY LINE TO THE POINT OF BEGINNING

CONTAINS: 0.09 ACRES (3,986 SQ FT)

As shown in Exhibit A attached, which by reference is made a part thereof.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as such water pipeline shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the water pipeline. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the water pipeline or any other rights granted to Grantee hereunder.

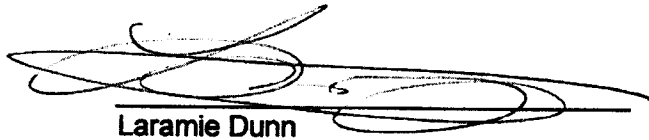
Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Water Pipeline.
2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.
3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Water Pipeline.
4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Water Pipeline.
5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.
6. Grantee agrees to indemnify, hold harmless and defend Grantor, her agents and employees, from all claims, mechanics liens, demands, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantee's use of the easement or any activities conducted thereon by Grantee, its agents, employees, invitees or as a result of Grantee's negligence.
7. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage to the Water Pipeline, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

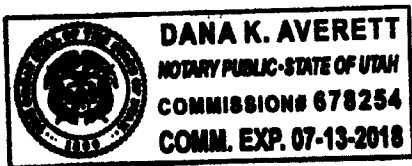
It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 6 day of July 2018.


Laramie Dunn

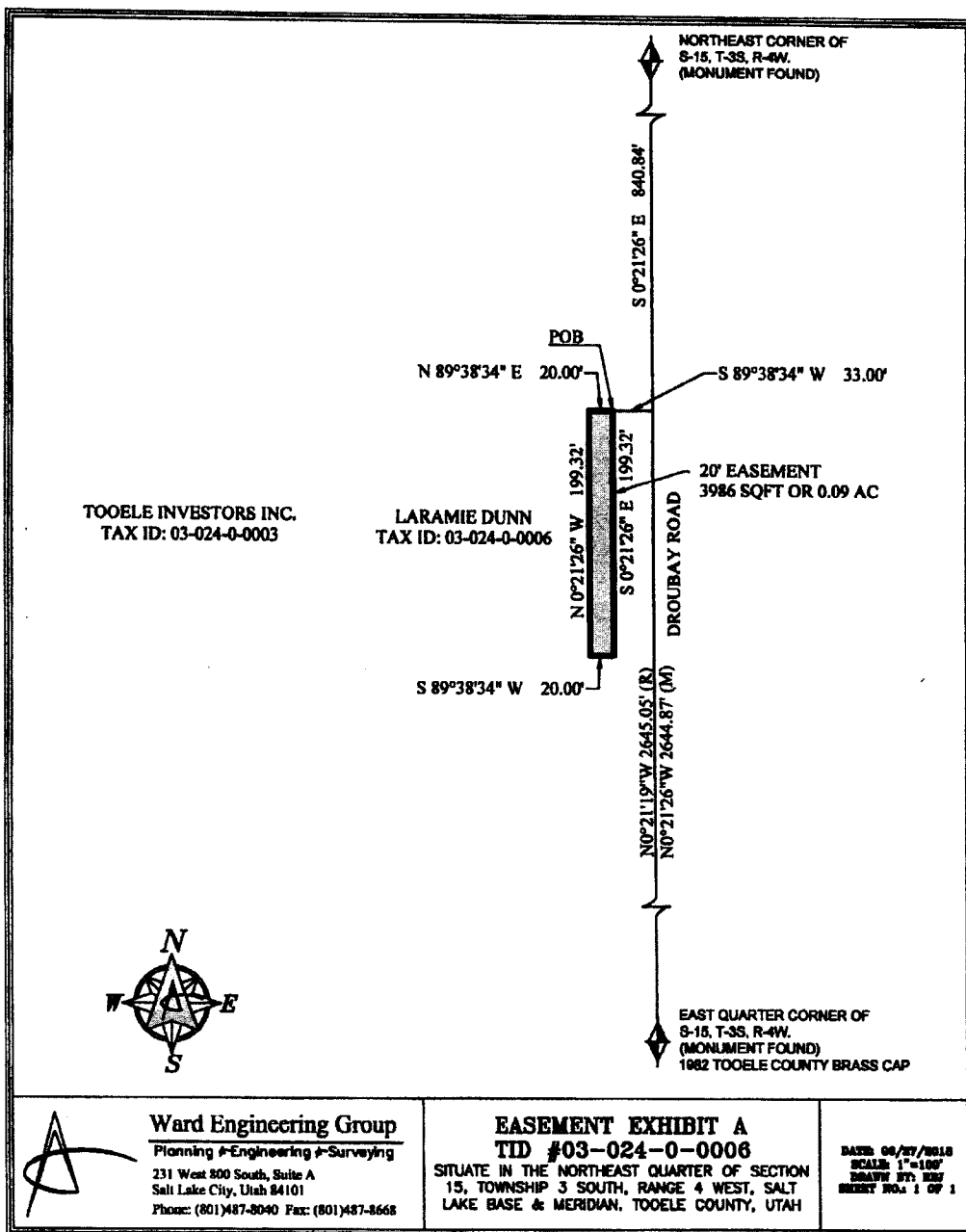
STATE OF UTAH)
COUNTY OF ~~UTAH~~ Taale) ss.)

On the 6th day of July, 2018 personally appeared before me Laramie Dunn who, being duly sworn, did say that she executed the foregoing instrument for its stated purpose. _____



Dana K. Averett
Notary Public

Exhibit A



**RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:**

Oquirrh Point Improvement District

13 Pier Place

Stansbury Park, UT 84074

Attn: Joseph White

187385-DWP

Tax ID No. 19-079-0-0012

**ASSIGNMENT
OF
RIGHT-OF-WAY AND EASEMENT GRANT**

This ASSIGNMENT OF RIGHT-OF-WAY AND EASEMENT GRANT (this “**Assignment**”) is entered into by and between Meadowbrook Water Users Association, a Utah corporation (“**Assignor**”) and Oquirrh Point Improvement District, a Utah special district (“**Assignee**”).

A. On or around August 31, 2018, Utah Youth Village, Inc., d.b.a Meadowbrook Ranch Estates (“**Original Grantor**”) executed a Right-of-Way and Easement Grant (the “**Easement Grant**”), pursuant to which Original Grantor granted Assignor a water easement with respect to the real property contemplated therein. The Easement Grant was recorded in the Tooele County Recorder’s Office on September 4, 2018 as Entry No. 473559.

B. In conjunction with Assignee’s acquisition of substantially all of the operating assets of Assignor, Assignor desires to transfer and assign to Assignee, and Assignee desires to expressly receive, assume and accept from Assignor, all of Assignor’s rights and interests in and to the Easement Grant, as provided herein.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby declares as follows:

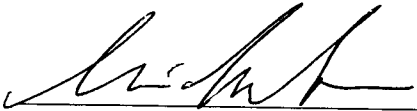
1. Assignment. Assignor does hereby transfer, assign and convey to Assignee, and Assignee does hereby receive, assume and accept from Assignor, all of Assignor’s right, title, interest, obligations, covenants and agreement relating to, concerning, or arising out of the Easement Grant. A copy of the Easement Grant is attached hereto and incorporated by reference herein.

2. Governing Law; Disputes. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah. In the event of any legal dispute regarding the interpretation or enforcement of this Assignment, the prevailing party shall be entitled to recover from the losing party all of the prevailing party’s costs and expenses, including court costs and reasonable attorneys’ fees.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date signed below.

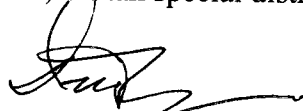
ASSIGNOR:

MEADOWBROOK WATER USERS
ASSOCIATION, a Utah nonprofit corporation

By: 
Name: Chris Meacham
Title: President

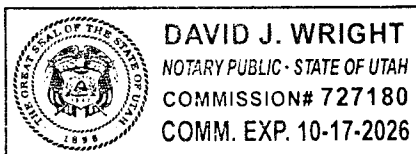
ASSIGNEE:


OQUIRRH POINT IMPROVEMENT
DISTRICT, a Utah special district

By: 
Name: Dell Nichols
Title: Chairman

STATE OF UTAH)
 :SS
COUNTY OF Davis)

On this 25 day of February 2025, personally appeared before me, the undersigned Notary Public, Chris Meacham, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

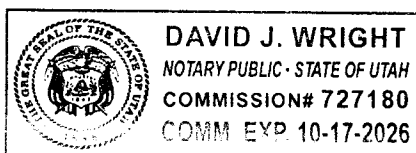





NOTARY PUBLIC

STATE OF UTAH)
 :SS
COUNTY OF Davis)

On this 25 day of February 2025, personally appeared before me, the undersigned Notary Public, Dell Nichols, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.





NOTARY PUBLIC

EXHIBIT 'A'

RIGHT OF WAY EASEMENT GRANT, ENTRY 473559

WHEN RECORDED MAIL TO:
Meadowbrook Water Users Assoc.
5800 So. Highland Drive
Holladay, Utah 84121

Entry #: 473559
09/04/2018 01:09:01 PM EASEMENT
Page: 1 of 4
FEE \$16.00 BY UTAH YOUTH VILLAGE
Jerry Houghton, Tooele County Recorder

Space above for County Recorder's use
PARCEL I.D.# 19-079-0-0012

RIGHT-OF-WAY AND EASEMENT GRANT

UTAH YOUTH VILLAGE, INC. d.b.a. Meadowbrook Ranch Estates, a Utah corporation, "Grantor", does hereby grant, convey and warrant to the Meadowbrook Water Users Association, a Utah corporation, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a perpetual right-of-way and easement to access, construct, lay, maintain, operate, repair, service, alter, inspect, protect, make connections to, remove and replace pipelines, pumps, pump stations, valves, valve boxes, power lines, power panels, wells, pump houses, storage tanks, and related equipment and facilities (hereinafter collectively called the "Water Easement"), under, over, through and across the following described land and premises situated in the County of Tooele, State of Utah, and more particularly described as follows, to-wit:

A STRIP OF LAND LOCATED IN THE SOUTH HALF OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GRANTOR'S PROPERTY. SAID POINT BEING NORTH 89°43'24" EAST 2702.56 FEET ALONG THE EAST-WEST QUARTER SECTION LINE AND SOUTH 0°16'36" EAST 622.66 FEET FROM THE MONUMENT AT THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MEADOWBROOK DRIVE ALSO BEING THE NORTHEAST CORNER OF GRANTOR'S PROPERTY. AND RUNNING THENCE SOUTH 0°21'18" EAST 699.73 FEET TO A POINT ON GRANTOR'S SOUTH PROPERTY LINE; THENCE SOUTH 89°43'13" WEST 164.00 FEET ALONG GRANTOR'S SOUTH PROPERTY LINE; THENCE NORTH 00°21'18" WEST 699.74 FEET TO A POINT ON GRANTOR'S NORTH PROPERTY LINE BEING ALSO THE SOUTH RIGHT OF WAY LINE OF MEADOWBROOK DRIVE; THENCE NORTH 89°43'24" EAST 164.00 FEET TO THE POINT OF BEGINNING. ("Lot 12 of the Meadowbrook Ranch Subdivision")

CONTAINS: 114,757 SQUARE FEET, OR 2.63 ACRE IN LOT 12 OF THE MEADOWBROOK SUBDIVISION. A MAP OF SAID WATER EASEMENT IS ATTACHED HERETO, ENTITLED EXHIBIT "A," AND IS INCORPORATED HEREIN BY REFERENCE.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as the Water Easement shall be utilized and maintained in connection with the purposes set

forth herein, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, service, make connections to, remove and replace and components of the Meadowbrook Water System. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the water pipeline. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere, in any way, with the Water Easement or any other rights or interests granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the core components of the MWUA water system, any building, structure retaining walls, rock walls, footings or improvement which impairs in any way Grantee's right to access, operate, maintain, repair and replace the Water Easement. Nothing herein shall be construed as prohibiting the Grantor or its successors in interest in placing a driveway or access road of concrete or asphalt on the easement or in otherwise creating reasonable landscaping, grazing and caring for livestock, including fencing and creating recreational or sporting areas within the easement.
2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.
3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may interfere with and/or damage the core components of the MWUA water system.
4. Grantor shall not place personal property within the right-of-way that impairs in any way Grantee's right to access, operate, maintain, repair and replace the Water Pipeline.
5. Grantee shall have the right to cut and remove structures, timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor(s), and without any obligation of restoration or compensation except that Grantee shall repair damages to a driveway or other reasonable landscaping to its pre-disruption status at no cost to the Grantor.
6. Grantee agrees to indemnify, hold harmless and defend Grantor, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including

attorney's fees, arising out of or by any reason of Grantee's use of the easement or any activities conducted thereon by Grantee, its agents, employees, invitees or as a result of Grantee's negligence.

7. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

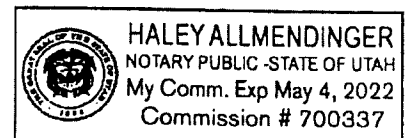

WITNESS the execution hereof this 31st day of August, 2018.

UTAH YOUTH VILLAGE, INC. d.b.a.
Meadowbrook Ranch Estates

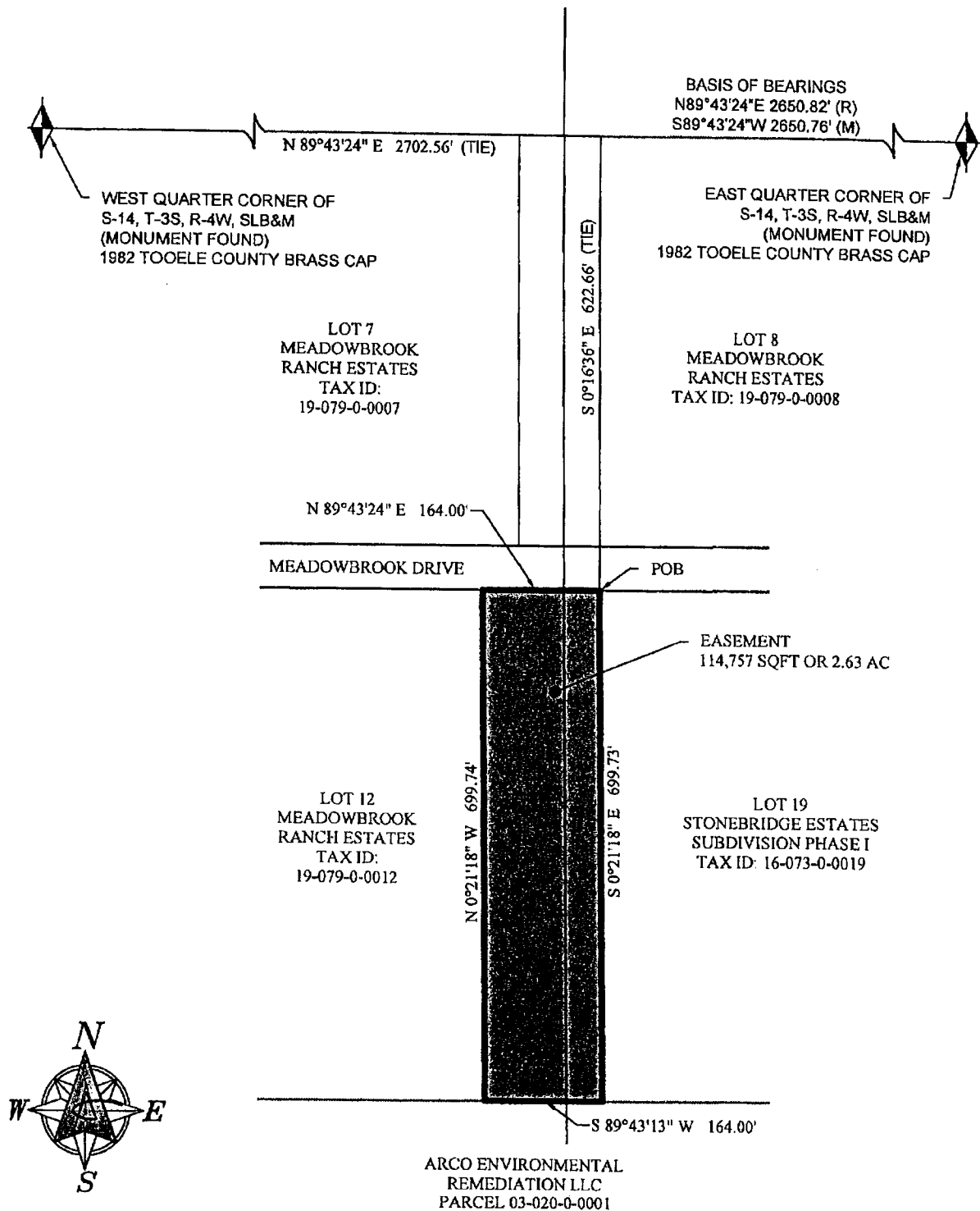
Eric W. Bjorklund, President

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 31st day of August, 2018 personally appeared before me Eric W. Bjorklund who, being duly sworn, did say that he is the President of Utah Youth Village, Inc. and that the foregoing instrument was signed on behalf of said corporation by authority of its bylaws.



Notary Public



Ward Engineering Group

Planning ★ Engineering ★ Surveying

231 West 800 South, Suite A
 Salt Lake City, Utah 84101

Phone: (801)487-8040 Fax: (801)487-8668

EASEMENT EXHIBIT A

TID #19-079-0-0012

SITUATE IN THE SOUTH HALF OF SECTION 14,
 TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE
 BASE & MERIDIAN. TOOELE COUNTY, UTAH

DATE: 07/10/2018
 SCALE: 1"=200'
 DRAWN BY: RBJ
 SHEET NO.: 1 OF 1

**RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:**

Oquirrh Point Improvement District

13 Pier Place

Stansbury Park, UT 84074

Attn: Joseph White

187385-DWP

Tax ID Nos. 19-079-0-0001, -0003,
-0009, -0010, & -0012

Tax ID No. 19-079-0-0011

**ASSIGNMENT
OF
RIGHT-OF-WAY AND EASEMENT GRANT**

This ASSIGNMENT OF RIGHT-OF-WAY AND EASEMENT GRANT (this “**Assignment**”) is entered into by and between Meadowbrook Water Users Association, a Utah corporation (“**Assignor**”) and Oquirrh Point Improvement District, a Utah special district (“**Assignee**”).

A. On or around July 15, 2018, Utah Youth Village, Inc., d.b.a Meadowbrook Ranch Estates (“**Original Grantor**”) executed a Right-of-Way and Easement Grant (the “**Easement Grant**”), pursuant to which Original Grantor granted Tooele Investors LLC, a Utah limited liability company (“**Original Grantee**”) a water pipeline easement with respect to the real property contemplated therein. The Easement Grant was recorded in the Tooele County Recorder’s Office on August 15, 2018 as Entry No. 472531.

B. On or around September 4, 2018, Original Grantee executed an Assignment of Right-of-Way and Easement Grant (the “**First Assignment**”), pursuant to which Original Grantee assigned and conveyed its right, title and interest in and to the Easement Grant to Assignor. The First Assignment was recorded in the Tooele County Recorder’s Office on September 6, 2018 as Entry No. 473738.

B. In conjunction with Assignee’s acquisition of substantially all of the operating assets of Assignor, Assignor desires to transfer and assign to Assignee, and Assignee desires to expressly receive, assume and accept from Assignor, all of Assignor’s rights and interests in and to the Easement Grant, as provided herein.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby declares as follows:

1. Assignment. Assignor does hereby transfer, assign and convey to Assignee, and Assignee does hereby receive, assume and accept from Assignor, all of Assignor’s right, title, interest, obligations, covenants and agreement relating to, concerning, or arising out of the

Easement Grant. Copies of the Easement Grant and the First Assignment are attached hereto and incorporated by reference herein.


2. Governing Law; Disputes. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah. In the event of any legal dispute regarding the interpretation or enforcement of this Assignment, the prevailing party shall be entitled to recover from the losing party all of the prevailing party's costs and expenses, including court costs and reasonable attorneys' fees.

[Signature page to follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date signed below.


ASSIGNOR:

MEADOWBROOK WATER USERS
ASSOCIATION, a Utah nonprofit corporation

By: 
Name: Chris Meacham
Title: President

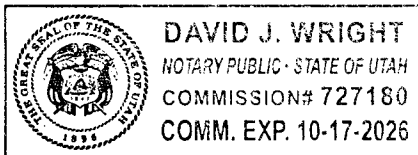
ASSIGNEE:

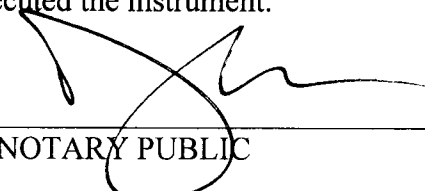
OQUIRRH POINT IMPROVEMENT
DISTRICT, a Utah special district

By: 
Name: Dell Nichols
Title: Chairman

STATE OF UTAH)
 :SS
COUNTY OF DMS)

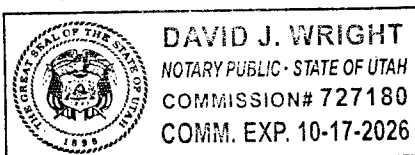
On this 25 day of February 2025, personally appeared before me, the undersigned Notary Public, Chris Meacham, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.




NOTARY PUBLIC

STATE OF UTAH)
 :SS
COUNTY OF DMS)

On this 25 day of February 2025, personally appeared before me, the undersigned Notary Public, Dell Nichols, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.




NOTARY PUBLIC

EXHIBIT 'A'

RIGHT OF WAY EASEMENT GRANT ENTRY 472531

Entry #: 472531
08/15/2018 02:23 PM EASEMENT
Page: 1 of 6
FEE: \$25.00 BY FIRST AMERICAN TITLE-NCS-SLC1
Jerry Houghton, Tooele County, Utah Recorder

WHEN RECORDED MAIL TO:

Tooele Investors LLC
c/o Vectra Management
505 Park Avenue, Suite 403
New York, NY 10022

FATCO NCS-911640.ai

Space above for County Recorder's use

PARCEL I.D.# 19-079-0-0001,
-0003, -0009, -0010, -0011 &
-0012

RIGHT-OF-WAY AND EASEMENT GRANT

UTAH YOUTH VILLAGE, INC. d.b.a. Meadowbrook Ranch Estates, a Utah corporation, "Grantor", does hereby grant, convey and warrant to TOOELE INVESTORS LLC, a Utah limited liability company, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a perpetual right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, pumps, pump stations, valves, valve boxes and related equipment and facilities (hereinafter collectively called the "Water Pipeline"), under, over, through and across the following described land and premises situated in the County of Tooele, State of Utah, and more particularly described as follows, to-wit:

Parcel 1. A 20 FOOT STRIP OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF MEADOWBROOK RANCH ESTATES LOT 9. SAID POINT BEING SOUTH 0°21'18" EAST 642.72 FEET ALONG THE SECTION LINE AND NORTH 89°38'42" EAST 40.51 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MEADOWBROOK DRIVE FROM THE MONUMENT AT THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN. AND RUNNING THENCE NORTHEASTERLY 34.24 FEET ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 78°27'47" AND A LONG CHORD OF NORTH 50°29'31" EAST 31.62 FEET ALONG SAID SOUTH RIGHT OF WAY LINE OF MEADOWBROOK DRIVE; THENCE NORTH 89°43'24" EAST 866.67 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON A NON-TANGENT 19.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 68°06'18" WEST; THENCE ALONG SAID CURVE A DISTANCE OF 6.41 FEET THROUGH A CENTRAL ANGLE OF 19°19'36" HAVING A LONG CHORD OF SOUTH 12°13'54" EAST 6.38 FEET TO A POINT OF REVERSE CURVATURE ON A 56.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 87°25'54" EAST; THENCE ALONG THE CURVE A DISTANCE OF 171.45 FEET THROUGH A CENTRAL ANGLE OF 175°25'00" HAVING A LONG CHORD OF NORTH

89°43'24" EAST 111.91 FEET TO A POINT OF REVERSE CURVATURE ON A 19.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 87°59'06" EAST; THENCE ALONG THE ARC OF SAID CURVE 6.41 FEET THROUGH A CENTRAL ANGLE OF 19°19'36" HAVING A LONG CHORD OF NORTH 11°40'42" EAST TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MEADOWBROOK DRIVE; THENCE NORTH 89°43'24" EAST 1491.46 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 00°21'18" EAST 20.00 FEET TO A POINT; THENCE SOUTH 89°43'24" WEST 1474.46 FEET TO A POINT ON A 76.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT THE CENTER OF WHICH BEARS NORTH 78°07'27" WEST; THENCE ALONG THE ARC OF SAID CURVE 206.52 FEET THROUGH A CENTRAL ANGLE OF 155°41'43" HAVING A LONG CHORD OF SOUTH 89°43'24" WEST 148.59 FEET; THENCE SOUTH 89°43'24" WEST 874.14 FEET TO THE POINT OF BEGINNING.

CONTAINS: 51,097 SQUARE FEET, OR 1.17 ACRE.

Parcel 2. A 20 FOOT WIDE STRIP OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF GRANTOR'S PROPERTY. SAID POINT BEING NORTH 89°43'24" EAST 40.00 FEET ALONG THE EAST-WEST QUARTER SECTION LINE FROM THE MONUMENT AT THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN. AND RUNNING THENCE NORTH 89°38'42" EAST 20.00 FEET ALONG GRANTOR'S NORTH PROPERTY LINE; THENCE SOUTH 00°21'18" EAST 562.19 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MEADOWBROOK DRIVE; THENCE NORTHWESTERLY 34.24 FEET ALONG A 25 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 78°27'47" AND A LONG CHORD OF NORTH 39°35'11" WEST 31.62 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DROUBAY ROAD; THENCE NORTH 00°21'18" WEST 537.70 FEET ALONG SAID EAST DROUBAY ROAD RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

CONTAINS: 11,120 SQUARE FEET, OR 0.26 ACRE.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as the Water Pipeline shall be utilized and maintained in connection with the purposes set forth herein, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same and to connect to and use the Core Components of the Meadowbrook Water System which are more particularly described in Exhibit A attached hereto and incorporated herein by this reference. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the water pipeline. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere, in any way, with the Water Pipeline or any other rights or interests granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, structure retaining walls, rock walls, footings or

improvement which impairs in any way Grantee's right to access, operate, maintain, repair and replace the Water Pipeline. Nothing herein shall be construed as prohibiting the Grantor or its successors in interest in placing a driveway of concrete or asphalt on the easement or in otherwise creating reasonable landscaping within the easement.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may interfere with and/or damage the Water Pipeline.

4. Grantor shall not place personal property within the right-of-way that impairs in any way Grantee's right to access, operate, maintain, repair and replace the Water Pipeline.

5. Grantee shall have the right to cut and remove structures, timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor(s), and without any obligation of restoration or compensation except that Grantee shall repair damages to a driveway or other reasonable landscaping to its pre-disruption status at no cost to the Grantor.

6. Grantee agrees to indemnify, hold harmless and defend Grantor, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantee's use of the easement or any activities conducted thereon by Grantee, its agents, employees, invitees or as a result of Grantee's negligence.

7. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

(Signatures appear on next page.)

WITNESS the execution hereof this 15th day of July, 2018.

UTAH YOUTH VILLAGE, INC. d.b.a.
Meadowbrook Ranch Estates

By

Its

STATE OF UTAH

)

) ss.

COUNTY OF UTAH

)

On the 15th day of July, 2018 personally appeared before me Eric Byrnes who, being duly sworn, did say that he she is the President of Utah Youth Village, Inc. and that the foregoing instrument was signed on behalf of said corporation by authority of its bylaws.

Anna Dean
Notary Public

EXHIBIT A

Meadowbrook Water System

(a) The municipal water well situated on Lot 3 of the Meadowbrook Ranch Subdivision (the "*Existing Well*"), the Meadowbrook Ranch Subdivision, which lot is more particularly described as:

BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3 OF THE MEADOWBROOK RANCH ESTATES SUBDIVISION, AS RECORDED AND ON FILE IN THE OFFICE OF THE TOOELE COUNTY RECORDER; AND RUNNING THENCE SOUTH 89°43'24" WEST 25.00 FEET ALONG THE SOUTH LINE OF LOT 3; THENCE NORTH 00°21'18" WEST 95.00 FEET; THENCE SOUTH 89°43'24" WEST 70.00 FEET; THENCE SOUTH 00°21'18" EAST 95.00 FEET TO THE SOUTH LINE OF LOT 3; THENCE SOUTH 89°43'24" WEST 10.00 FEET ALONG SAID SOUTH LOT LINE; THENCE NORTH 00°21'18" WEST 105.00 FEET; THENCE NORTH 89°43'24" EAST 105.00 FEET TO THE EAST LINE OF LOT 3; THENCE SOUTH 00°21'18" EAST 105.00 FEET ALONG SAID LOT LINE TO THE POINT OF BEGINNING. ("Lot 3 of the Meadowbrook Ranch Subdivision")

CONTAINS: 4,375 SQUARE FEET, OR 0.10 ACRE.

(b) The Pump House situated on Lot 12 of the Meadowbrook Ranch Subdivision (the "*Pump House*"), which lot is more particularly described as:

A STRIP OF LAND LOCATED IN THE SOUTH HALF OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GRANTOR'S PROPERTY. SAID POINT BEING NORTH 89°43'24" EAST 2702.56 FEET ALONG THE EAST-WEST QUARTER SECTION LINE AND SOUTH 0°16'36" EAST 622.66 FEET FROM THE MONUMENT AT THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MEADOWBROOK DRIVE ALSO BEING THE NORTHEAST CORNER OF GRANTOR'S PROPERTY. AND RUNNING THENCE SOUTH 0°21'18" EAST 699.73 FEET TO A POINT ON GRANTOR'S SOUTH PROPERTY LINE; THENCE SOUTH 89°43'13" WEST 164.00 FEET ALONG GRANTOR'S SOUTH PROPERTY LINE; THENCE NORTH 00°21'18" WEST 699.74 FEET TO A POINT ON GRANTOR'S NORTH PROPERTY LINE BEING ALSO THE SOUTH RIGHT OF WAY LINE OF MEADOWBROOK DRIVE; THENCE NORTH 89°43'24" EAST 164.00 FEET TO THE POINT OF BEGINNING. ("Lot 12 of the Meadowbrook Ranch Subdivision")

CONTAINS: 114,757 SQUARE FEET, OR 2.63 ACRE.

including all electrical, fiber-optic connections, controllers, and other equipment and facilities related thereto which process water that can be used in any subdivision served by MWUA, less that portion of the Pump House serving only the Meadowbrook Subdivision, (the high-pressure water line, valves, pressurization motors and related electrical controllers) and less that portion of the Pump House serving only the properties owned by Grantee, (the low-pressure line),

(c) The 350,000 gallon Water Storage Tank situated on Lot 12 of the Meadowbrook Ranch Subdivision, together with all electrical and/or fiber-optic conduits, wiring, panels, switches and related equipment and facilities (the "*Water Tank*");

(d) The water transmission line extending from the Existing Well to the Pump House and Water Tank across the Meadowbrook Ranch Subdivision as situated within Lots 3 and 12 of the Meadowbrook Ranch Subdivision, within the public utility easement ("P.U.E.") indicated on the plat for the Meadowbrook Subdivision recorded in the official records of the Tooele County Recorder August 11, 2017 as Entry # 463063 in Book 19 at Page 79 (the "Plat") and within Meadowbrook Drive, a dedicated public road as also depicted in the Plat (the "Road"), together with all related equipment and facilities;

(e) The conduits, boxes, electric and fiber-optic lines and related equipment and facilities extending from the Existing Well to the Pump House and Water Tank as situated within Lots 3 and 12 of the Meadowbrook Ranch Subdivision, the P.U.E. and the Road;

(f) The electrical conduits, wiring, panels, switches, and related equipment and facilities extending from the Rocky Mountain Power transformers to the Pump House and Existing Well and as situated within Lots 3 and 12 of the Meadowbrook Ranch Subdivision, the P.U.E. and the Road

EXHIBIT 'B'

ASSIGNMENT OF RIGHT OF WAY EASEMENT GRANT, ENTRY 473738

Entry #: 473738

09/06/2018 03:48:49 PM EASEMENT

Page: 1 of 1

FEE \$10.00 BY MEADOWBROOK WATER USERS ASSOCIATION

Jerry Houghton, Tooele County Recorder

After recording return to:

Meadowbrook Water Users Association

c/o Eric Bjorklund

~~1280 Whispering Horse Drive~~ 5800 So Highland Dr.
~~Erda, Utah 84074~~ Holladay, Utah 84121

ASSIGNMENT OF RIGHT-OF-WAY AND EASEMENT GRANT

TOOELE INVESTORS, LLC, a Utah limited liability company, of New York, State of New York, ("Assignor"), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby conveys, assigns and quit claims to MEADOWBROOK WATER USERS ASSOCIATION, a Utah nonprofit mutual water corporation, 1280 Whispering Horse Drive, Erda, Utah 84074 ("Assignee"), and its successors and assigns, all right, title and interest which Assignor owns or otherwise claims in and to that certain Right-of-Way and Easement Grant, dated July 15, 2018, recorded in Tooele County, State of Utah on August 15, 2018, under Entry No. 472531.

WITNESS the execution hereof this 4th day of September, 2018.

TOOELE INVESTORS, LLC,
a Utah limited liability company

By: W. James Tozer, Jr.
W. James Tozer, Jr., Manager

STATE OF New York }
County of New York } ss

On the 4 day of September, 2018, personally appeared before me W. James Tozer, Jr., personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to this instrument, and who acknowledged that he executed it in behalf of Tooele Investors, LLC, a Utah limited liability company, as its manager, and that said limited liability company duly executed the same.

Ivonne Cruz
NOTARY PUBLIC

IVONNE CRUZ
Notary Public, State of New York
No. 01CR6013365
Qualified in New York County
Commission Expires October 25, 2018

**RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:**

Oquirrh Point Improvement District

13 Pier Place

Stansbury Park, UT 84074

Attn: Joseph White

187385 - DWIP

Tax ID No. 03-024-0-0003

RIGHT-OF-WAY AND EASEMENT GRANT

TOOELE INVESTORS LLC, a Utah limited liability company, ("**Grantor**"), does hereby convey and warrant to Oquirrh Point Improvement District, a Utah special district ("**Grantee**"), its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a perpetual right-of-way and easement to construct, lay, maintain, operate, repair, service, alter, inspect, protect, make connections to, remove and replace a water pipeline, valves, valve boxes and related equipment and facilities (hereinafter collective the "**Water Pipeline**"), under, over, through and across the real property situated in the County of Tooele, State of Utah, and more particularly described in Exhibit A and Exhibit B attached hereto and incorporated by reference.

TO HAVE AND TO HOLD, the same unto said Grantee, its successors and assigns, so long as such Water Pipeline shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access roads) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Water Pipeline. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere, with the use of the Water Pipeline as intended or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Water Pipeline.
2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.
3. Grantor shall not plant, or permit to be planted, any deep-rooted trees, or any vegetation with roots that may interfere with and/or damage the Water Pipeline.

4. Grantor shall not place personal property within the right-of-way that impairs in any way Grantee's right to access, operate, maintain, repair and replace the Water Pipeline.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation or restoration or compensation.

6. Grantee agrees to indemnify, hold harmless and defend Grantor, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorneys' fees, arising out of or by any reason of Grantee's use of the easement or any activities conducted thereon by Grantee, its agents, employees, invitees or as a result of Grantee's negligence.

7. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

[Signature page to follow]

WITNESS the execution hereof this 1 day of ^{April}~~March~~ 2025.

GRANTOR:

TOOELE INVESTORS, LLC, a Utah limited liability company

By: [Signature]
Name: W. James Tozer, Jr.
Title: Manager

STATE OF New York,
COUNTY OF New York :SS

On this 1 day of ^{April}~~March~~ 2025, personally appeared before me, the undersigned Notary Public, W. James Tozer, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

[Signature]
NOTARY PUBLIC
IVONNE CRUZ
Notary Public, State of New York
No. 01066013865
Qualified in New York County
Commission Expires October 25, 2026

[Exhibits to follow]

Tooele Investors LLC Property-TID #03-024-0-0003

EXHIBIT "A"

LEGAL DESCRIPTION OF PERPETUAL EASEMENT #1

A 20 FOOT STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GRANTOR'S PROPERTY. SAID POINT BEING SOUTH 89°41'26" WEST 32.97 FEET ALONG THE SECTION LINE AND SOUTH 0°21'02" EAST 233.00 FEET FROM THE MONUMENT AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN. AND RUNNING THENCE SOUTH 0°21'26" EAST 607.87 FEET ALONG GRANTOR'S EAST PROPERTY LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF DROUBAY ROAD TO THE NORTHEAST CORNER OF LARAMIE DUNN PROPERTY; THENCE SOUTH 89°38'34" WEST 20.00 FEET ALONG THE NORTH PROPERTY LINE OF SAID LARAMIE DUNN; THENCE NORTH 0°21'26" WEST 807.88 FEET TO A POINT ON THE GRANTOR'S NORTH PROPERTY LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF PINE CANYON ROAD; THENCE ALONG GRANTOR'S NORTH PROPERTY LINE NORTH 89°41'26" EAST 3.50 FEET TO THE NORTHWEST CORNER OF TOOELE COUNTY PARCEL 03-024-0-0004; THENCE SOUTH 00°21'26" EAST 200.00 FEET ALONG THE WEST PROPERTY LINE OF SAID TOOELE COUNTY PARCEL 03-024-0-0004 TO THE SOUTHWEST CORNER OF SAID TOOELE COUNTY PARCEL 03-024-0-0004; THENCE NORTH 89°38'34" EAST 16.50 FEET ALONG SOUTH PROPERTY LINE OF SAID TOOELE COUNTY PARCEL 03-024-0-0004 TO THE POINT OF BEGINNING.

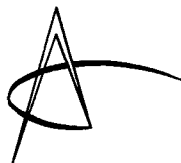
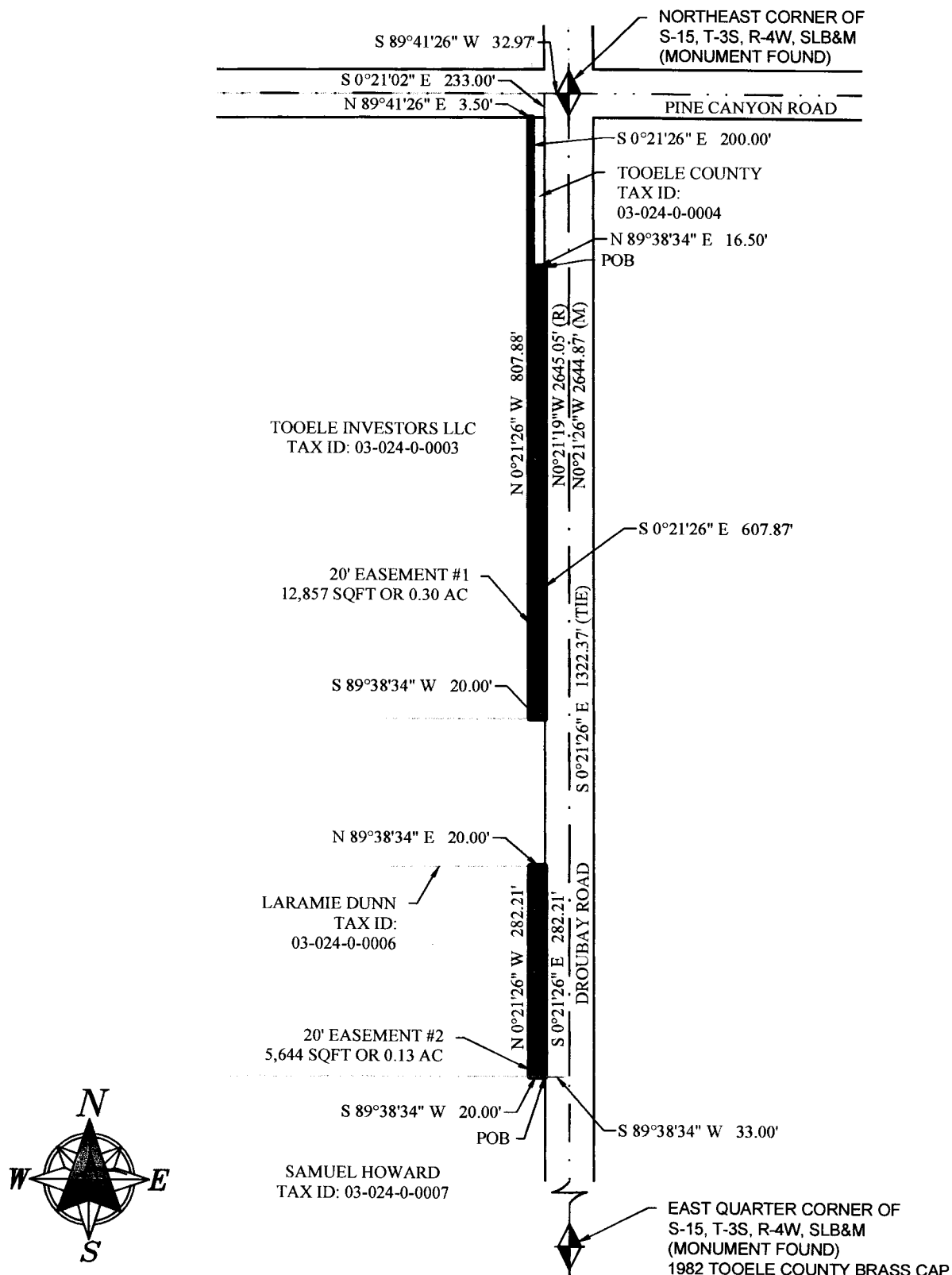
CONTAINS: 12,857 SQUARE FEET, OR 0.30 ACRE.

LEGAL DESCRIPTION OF PERPETUAL EASEMENT #2

A 20 FOOT STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF GRANTOR'S PROPERTY. SAID POINT BEING SOUTH 0°21'26" EAST 1322.37 FEET ALONG THE SECTION LINE AND SOUTH 89°38'34" WEST 33.00 FEET FROM THE MONUMENT AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN. AND RUNNING THENCE SOUTH 89°38'34" WEST 20.00 FEET ALONG GRANTOR'S SOUTH PROPERTY LINE; THENCE NORTH 0°21'26" WEST 282.21 FEET TO A POINT ON THE SOUTH LINE OF LARAMIE DUNN PROPERTY; THENCE NORTH 89°38'34" EAST 20.00 FEET ALONG SAID PROPERTY LINE TO A POINT ON THE WEST RIGHT OF WAY LINE OF DROUBAY ROAD; THENCE SOUTH 0°21'26" EAST 282.21 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

CONTAINS: 5644 SQUARE FEET, OR 0.13 ACRE.



Ward Engineering Group

Planning ★ Engineering ★ Surveying

231 West 800 South, Suite A

Salt Lake City, Utah 84101

Phone: (801)487-8040 Fax: (801)487-8668

EASEMENT EXHIBIT B TID #03-024-0-0003

SITUATE IN THE NORTHEAST QUARTER OF SECTION
15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT
LAKE BASE & MERIDIAN. TOOELE COUNTY, UTAH

DATE: 07/10/2018
SCALE: 1"=200'
DRAWN BY: RBJ
SHEET NO.: 1 OF 1