

Recorded at the Request of:

Roy Water Conservancy District
5440 Freeway Park Drive
Riversdale, Utah 84405



W3325118

**GRANT OF EASEMENT
AND PARTIAL RELEASE OF EXISTING EASEMENTS**

THIS GRANT OF EASEMENT AND PARTIAL RELEASE OF EXISTING EASEMENTS (“Agreement”) is entered into this 29th day of April, 2024, by and between **Railrunner DAI, LLC**, a Utah limited liability company (“Grantor”), and **Roy Water Conservancy District**, a Utah special district organized under Utah law (“Grantee”). Grantor and Grantee may be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. Grantor is the owner of certain real property located in Roy City, Weber County, State of Utah, and which is identified as Weber County land parcel numbers 08-052-0089 and 08-052-0088, being more particularly described and depicted on EXHIBIT “A” attached (collectively the “Grantor Property”)

B. The Grantor Property is burdened by easements for secondary irrigation water lines (collectively the “Easements”) in favor of Grantee: (1) a 20’ secondary irrigation water line easement formalized by a “Grant of Easement” recorded on October 18, 2017 as entry number 2884736 in the books of the Weber County Recorder; and (2) a prescriptive 20’ secondary irrigation water line easement formalized by a “Notice of Prescriptive Easement” recorded on October 12, 2018 as entry number 2946581 in the books of the Weber County Recorder. The location of each of the Easements is depicted in EXHIBIT “B” attached.

C. Grantor recently received development approval from Roy City for a residential real estate project upon the Grantor Property (the “Project”). Grantor desires to develop the Project in a manner that preserves functionally equivalent easement rights and interests for its secondary irrigation water lines and access thereto for Grantee. However, in order to develop the Project in a manner consistent with the City approvals, Grantee would need to relocate portions of the Easements on the Grantor Property.

D. In the spirit of cooperation with Grantor, Grantee is willing to allow a partial release of the Easements on the Grantor Property as set forth herein and, in consideration of Grantee’s release of the Easements, Grantor is willing to grant broad access and utility easements in the form of public utility easements to Grantee as set forth herein.

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

AGREEMENT

1. Partial Termination of Easements. Grantee hereby terminates, vacates, and otherwise releases all of its rights and interests in and to those portions of the Easements located on Grantor Property in the locations more particularly described and depicted on EXHIBIT “C” attached. The Parties recognize and acknowledge that the partial termination and release of the Easements contemplated herein is strictly limited to those portions of the Easements on the Grantor Property as depicted in Exhibit C and is in no

way intended to affect Grantee's rights or interests in the Easements on other real property in the locations and according to the terms set forth in the Grant of Easement or Notice of Prescriptive Easement.

2. Grant and Declaration of Blanket Public Utility Easement. In consideration of Grantee's release of the Easements, and in order to preserve Grantee's right and ability to install, own, operate, maintain, repair and replace secondary irrigation water lines, with unlimited access thereto including the right of ingress and egress, as originally contemplated by the Easements, Grantor hereby conveys and grants to Grantee, and hereby declares that the Grantor Property will be encumbered by and be subject to a perpetual non-exclusive public utility easement (the "PUE") on, over, under, across and through the entirety of the Grantor Property, excepting any portion of the Grantor Property that includes a building or other permanent structure other than streets and roads, for the purpose of allowing Grantee to install, own, operate, maintain, repair and replace secondary irrigation water lines, and related equipment and facilities (the "Utility Lines"), with unlimited access thereto, including the right of ingress and egress, to be utilized by Grantee as required in providing secondary irrigation water service to its customers. Except as otherwise set forth herein, the Public Utilities Easement shall operate as a public utility easement as that term is used in Utah Code Ann. § 54-3-27 (2023) and as set forth in Utah state law. The PUE will be notated on the final plat for the Project and the final plat will include a signature block for Grantee to acknowledge and accept the PUE. The PUE is granted subject to the following terms and conditions:

a. Grantor expressly acknowledges and agrees that Grantee shall have the unilateral right, without notice or compensation to the Grantor, to physically remove any structure or other obstruction, and to cut and keep clear all trees, brush, vegetative growth or foliage, which are now or may hereafter be situated within the Grantor Property that may, in the Grantee's sole opinion, endanger, hinder or conflict with its easement rights and interests hereunder. Grantee shall have no liability for any damage to any improvements made by Grantor to the extent such damage arises out of or in connection with Grantee's use of the Grantor Property consistent with its easement rights and interests hereunder.

b. The right is reserved to Grantee, its agents and employees, to enter upon the Grantor Property, at any time necessary, to inspect, maintain, repair and replace the Utility Lines. Grantor shall have no claim against Grantee or any agents or employees thereof, for damage on account of Grantee performing such work, except as provided herein. Grantee agrees to provide to Grantor notice of any major work that can reasonably be scheduled in advance.

3. Road Maintenance. Grantor agrees to construct, or cause to be constructed, all of the roads within the Project according to the design and standards set forth in the plans for the Project approved by Roy City. Grantor will own and maintain the roads in reasonably good condition and repair and take such other actions in connection therewith as are commercially reasonable under the circumstances. Grantor shall also maintain the access road that connects from the northern boundary of the Grantor Property to 4000 South. For purposes of this Agreement, "maintenance" shall include snow removal. The Parties acknowledge that Grantor may contract for any road maintenance required hereunder.

4. Reservation of Rights. Grantor reserves to itself and its tenants, successors, and assigns the right to cross over or under the PUE, to place or grant other easements along, across, or under the PUE, and to otherwise make improvements to the PUE, so long as those uses and improvements do not materially impair or diminish Grantee's use and benefit of the PUE consistent with its easement rights and interests granted herein.

5. Integration; Modification. This Agreement contains the entire agreement with respect to the matters set forth herein. This Agreement and any easement or undertaking contained herein, may be terminated, extended, modified or amended as to the whole of the Grantor Property or any portion thereof, with the unanimous written consent of the Parties. Any such termination, extension, modification or

amendment will be effective upon proper recordation of a written document evidencing the same, executed and acknowledged by the Parties, in the office of the Weber County Recorder.

6. Not a Public Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Grantor Property to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

7. Mutuality. The easements, rights, and obligations granted or created hereby are appurtenances to the Grantor Property and Grantee Property and none of the easements, rights, or obligations may be transferred, assigned, or encumbered except as an appurtenance to such property. For the purposes of the easements and associated rights and interests set forth herein, the Grantee Property will constitute the dominant estate, and the Grantor Property will constitute the servient estate.

8. Reciprocity; Covenant Running With the Land. Each of the easements and rights contained in this Agreement will: (i) constitute covenants running with the land; (ii) bind every person having a fee, leasehold, or other interest in any portion of the property at any time or from time to time to the extent such portion is affected or bound by the easement or right in question, or to the extent that easement or right is to be performed on such portion; (iii) inure to the benefit of and be binding upon the Parties and their respective successors and assigns; and (iv) will create equitable servitudes upon the Grantor Property in favor of the Grantee Property.

9. Force Majeure. Each Party will be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by any cause or causes beyond such Party's control, including labor disputes, civil commotion, war, governmental regulations, controls, fire, or other casualty, pandemics, epidemics, inability to obtain any material or services or acts of God.

10. Further Action. Each Party will execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

11. Applicable Law. This Agreement will be construed in accordance with and governed by the laws in the State of Utah.

12. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Agreement and will in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provision will be deemed invalid due to its scope or breadth, such condition, covenant or other provision will be deemed invalid to the extent of the scope and breadth permitted by law.

13. Attorneys' Fees. In the event it becomes necessary for any Party to employ the service of an attorney in connection herewith, either with or without litigation, the losing Party of such controversy will pay to the successful Party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

14. Authority. Each undersigned represents and warrants that each has been duly authorized by all necessary corporate, company or trust action, as appropriate, to execute this Agreement for and on behalf of the respective Parties.

15. Notices. All notices, requests, demands, and consents to be made hereunder shall be in writing and delivered by: (1) established express delivery service which maintains delivery records; (2)

hand; or (3) registered mail or certified mail, postage prepaid, return receipt requested, through the United States Postal Service to the addresses shown below or such other address with the Parties may provide to one another. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery.

To Grantor: Railrunner DAI, LLC
Attn: Bryan Flamm
14034 S. 145 E. Suite 204
Draper, UT 84020

To Grantee Roy Water Conservancy District
Attn: General Manager
5440 Freeway Park Drive
Riverdale, UT 84405

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, will be deemed to be an original. Such counterparts will together constitute and be one and the same instrument.

17. Incorporation of Recitals and Exhibits. The Recitals first set forth above and all Exhibits referenced herein and attached hereto are hereby incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands effective as of the day and year first written above.

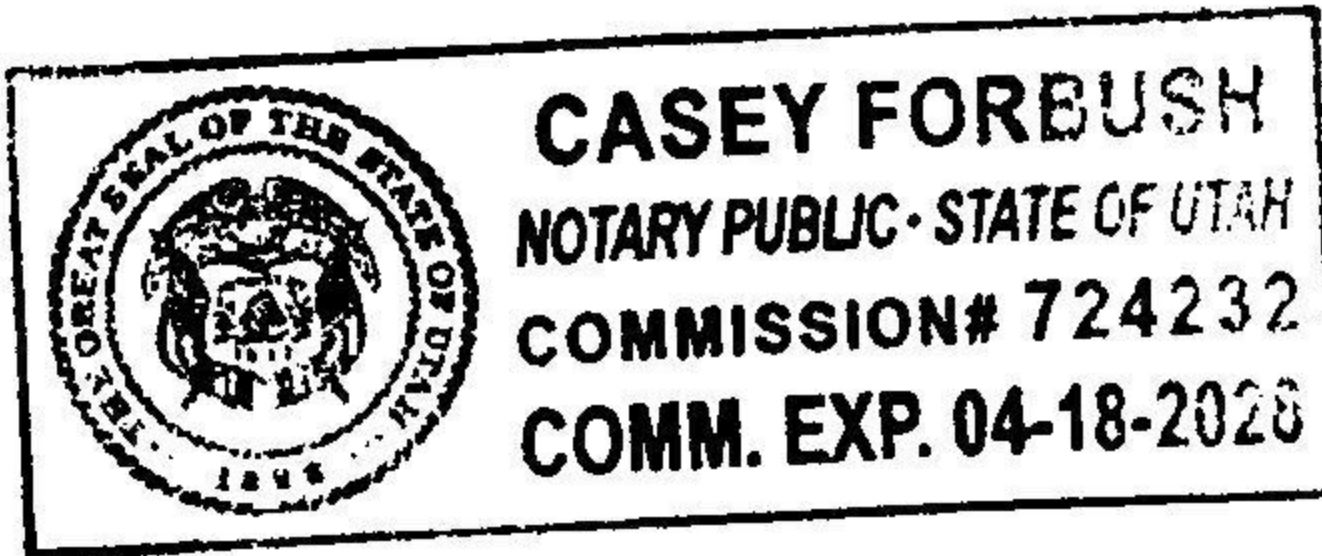
[Signatures on Following Page]

GRANTOR
Railrunner DAI, LLC


BRYAN FLAMM, Manager

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

On this 29th day of April, 2024, personally appeared before me BRYAN FLAMM, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that they are the Manager of RAILRUNNER DAI, LLC, a Utah limited liability company, and that the foregoing Easement Agreement was signed on behalf of RAILRUNNER DAI, LLC by authority of its governing board and acknowledged to me that BRYAN FLAMM executed the same for the purposes described therein.



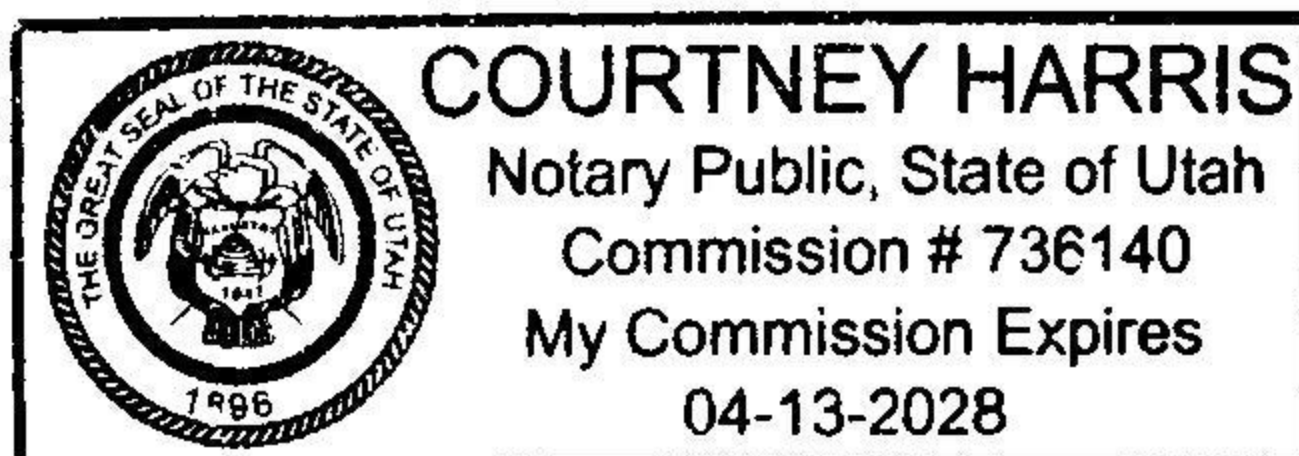

NOTARY PUBLIC

GRANTEE
Roy Water Conservancy District


MARK OHLIN, Chair, Board of Trustees

STATE OF UTAH)
) :ss
COUNTY OF WEBER)

On this 17th day of April, 2024, personally appeared before me MARK OHLIN, the signer of the above Easement Agreement, who duly acknowledged to me that he is the Board Chair of the ROY WATER CONSERVANCY DISTRICT, a political subdivision of the state of Utah, and that he was duly authorized to and did execute the above Easement Agreement on behalf of ROY WATER CONSERVANCY DISTRICT.




NOTARY PUBLIC

**EXHIBIT "A" TO GRANT OF EASEMENT AND
PARTIAL RELEASE OF EXISTING EASEMENTS**
LEGAL DESCRIPTION OF GRANTOR PROPERTY

PARCEL # 08-052-0089 SW

PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE DENVER AND RIO GRAND RAILROAD, SAID POINT BEING NORTH 89°53'27" WEST 1776.39 FEET AND SOUTH 00°06'33" WEST 1262.28 FEET AND SOUTH 34°20'59" WEST 268.36 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 11; THENCE SOUTH 13°46'28" EAST 105.39 FEET; THENCE SOUTH 02°36'42" WEST 34.75 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 59.50 FEET, AN ARC LENGTH OF 55.54 FEET, A DELTA ANGLE OF 24°35'50", A CHORD BEARING OF SOUTH 46°38'54" WEST, AND A CHORD LENGTH OF 25.35 FEET; THENCE SOUTH 34°20'59" WEST 259.83 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 2.00 FEET, AN ARC LENGTH OF 3.14 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 10°39'01" EAST, AND A CHORD LENGTH OF 2.83 FEET; THENCE SOUTH 55°39'01" EAST 32.26 FEET; THENCE SOUTH 22°56'57" WEST 387.86 FEET; THENCE SOUTH 32°16'42" WEST 26.58 FEET; THENCE NORTH 57°43'18" WEST 98.80 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 10.00 FEET, AND ARC LENGTH OF 14.76 FEET, A DELTA ANGLE OF 84°32'46", A CHORD BEARING OF NORTH 15°26'52" WEST, AND A CHORD LENGTH OF 13.45 FEET; THENCE NORTH 56°37'54" WEST 91.41 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE DENVER AND RIO GRAND RAILROAD; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 5700.17 FEET, AND ARC LENGTH OF 181.33 FEET, A DELTA ANGLE OF 01°49'22", A CHORD BEARING OF NORTH 33°27'15" EAST, AND A CHORD LENGTH OF 181.32 FEET; AND (2) NORTH 34°20'59" EAST 608.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 98,914 SQUARE FEET OR 2.271 ACRES.

PARCEL # 08-052-0088

PART OF THE WEST HALF OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

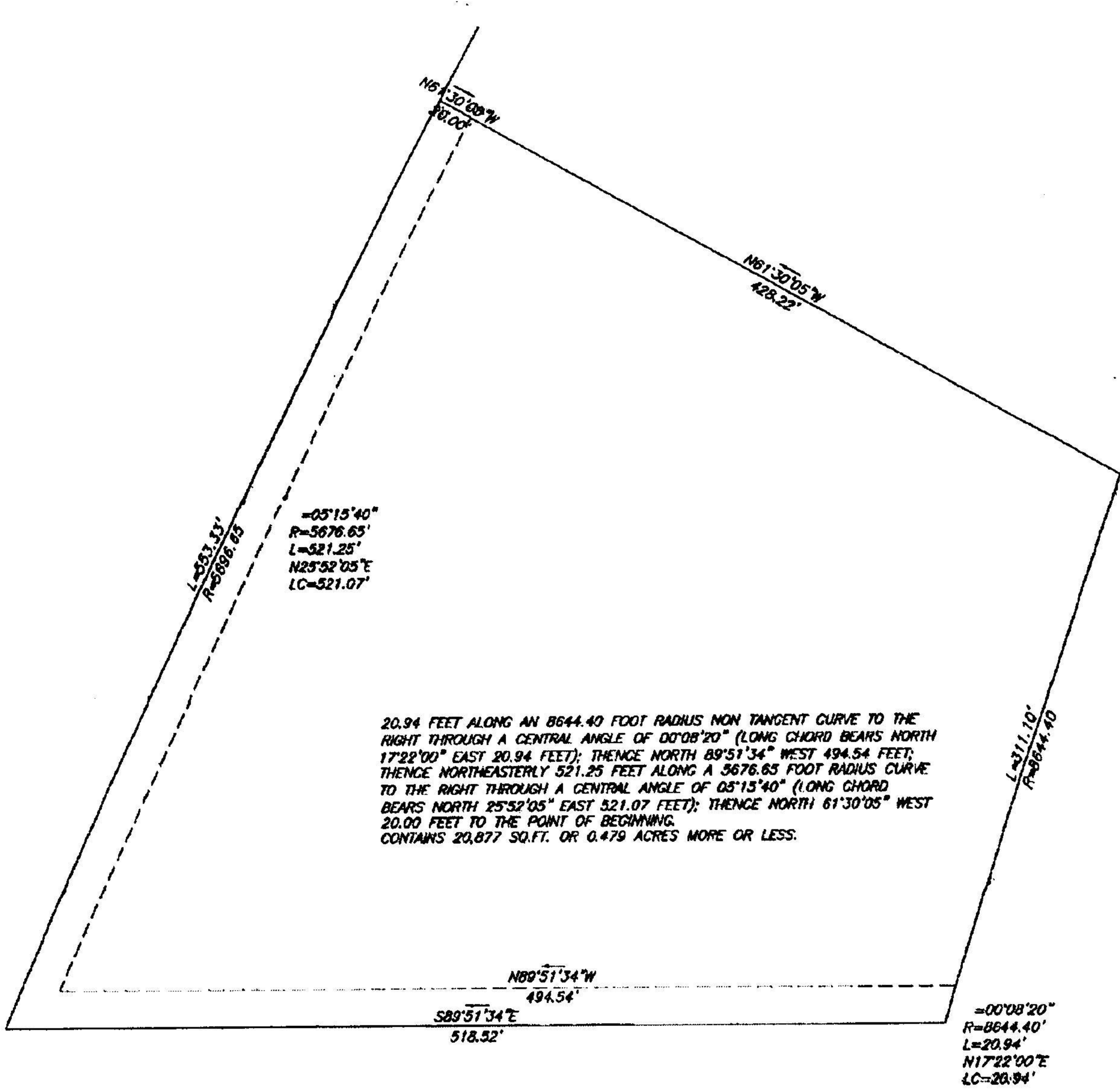
BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE DENVER AND RIO GRAND RAILROAD, SAID POINT BEING NORTH 89°53'27" WEST 1776.39 FEET AND SOUTH 00°06'33" WEST 1262.28 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 11; THENCE SOUTH 55°39'01" EAST 200.67 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE (3) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 8644.40 FEET, AND ARC LENGTH OF 188.39 FEET, A DELTA ANGLE OF 12°30'59", A CHORD BEARING OF SOUTH 22°38'13" WEST, AND A CHORD LENGTH OF 1884.64 FEET; (2) SOUTH 23°16'18" WEST 41.07 FEET; AND (3) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 5785.01 FEET, AN ARC LENGTH OF 263.47 FEET, A DELTA ANGLE OF 02°36'34", A CHORD BEARING SOUTH 21°57'58" WEST, AND A CHORD LENGTH OF 263.44 FEET; THENCE NORTH 89°31'45" WEST 149.55 FEET; THENCE NORTH 19°30'18" EAST 22.87 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 19.20 FEET, A DELTA ANGLE OF 54°59'45", A CHORD BEARING OF NORTH 07°59'35" WEST, AND A CHORD LENGTH OF 18.47 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 52.62 FEET, AN ARC LENGTH OF 101.88 FEET, A DELTA ANGLE OF 110°56'02", A CHORD BEARING OF NORTH 19°58'34" EAST, AND A CHORD

LENGTH OF 86.70 FEET; THENCE NORTH 14°33'25" WEST 34.44 FEET; THENCE NORTH 27°55'31" EAST 167.86 FEET; THENCE NORTH 00°08'26" EAST 17.99 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 2.00 FEET, AN ARC LENGTH OF 3.14 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 45°08'26" EAST, AND A CHORD LENGTH OF 2.83 FEET; THENCE SOUTH 89°51'34" EAST 31.25 FEET; THENCE NORTH 08°45'50" EAST 31.35 FEET; THENCE NORTH 00°08'26" EAST 60.29 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 8799.40 FEET, AN ARC LENGTH OF 389.40 FEET, A DELTA ANGLE OF 02°32'08", A CHORD BEARING OF NORTH 18°08'22" EAST, AND A CHORD LENGTH OF 389.37 FEET; THENCE NORTH 61°30'05" WEST 270.98 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE DENVER AND RIO GRAND RAILROAD, THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 5700.17 FEET, AN ARC LENGTH OF 400.45 FEET, A DELTA ANGLE OF 04°01'31", A CHORD BEARING OF NORTH 30°31'48" EAST, AND A CHORD LENGTH OF 400.37 FEET; THENCE SOUTH 56°37'54" EAST 91.41 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 14.76 FEET, A DELTA ANGLE OF 84°32'46", A CHORD BEARING SOUTH 15°26'52" EAST, AND A CHORD LENGTH OF 13.45 FEET; THENCE SOUTH 57°43'18" EAST 98.80 FEET; THENCE NORTH 32°16'42" EAST 26.58 FEET; THENCE NORTH 22°56'57" EAST 387.86 FEET; THENCE NORTH 55°39'01" WEST 32.26 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 2.00 FEET, AN ARC LENGTH OF 3.14 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 10°39'01" WEST, AND A CHORD LENGTH OF 2.83 FEET; THENCE NORTH 34°20'59" EAST 259.83 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 59.50 FEET, AN ARC LENGTH OF 25.54 FEET, A DELTA ANGLE OF 24°35'50", A CHORD BEARING OF NORTH 46°38'54" EAST, AND A CHORD LENGTH OF 25.35 FEET; THENCE NORTH 02°36'42" EAST 34.75 FEET; THENCE NORTH 13°46'28" WEST 105.39 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE DENVER AND RIO GRAND RAILROAD; THENCE NORTH 34°20'59" EAST 268.36 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

CONTAINING 465,166 SQUARE FEET OR 10.679 ACRES.

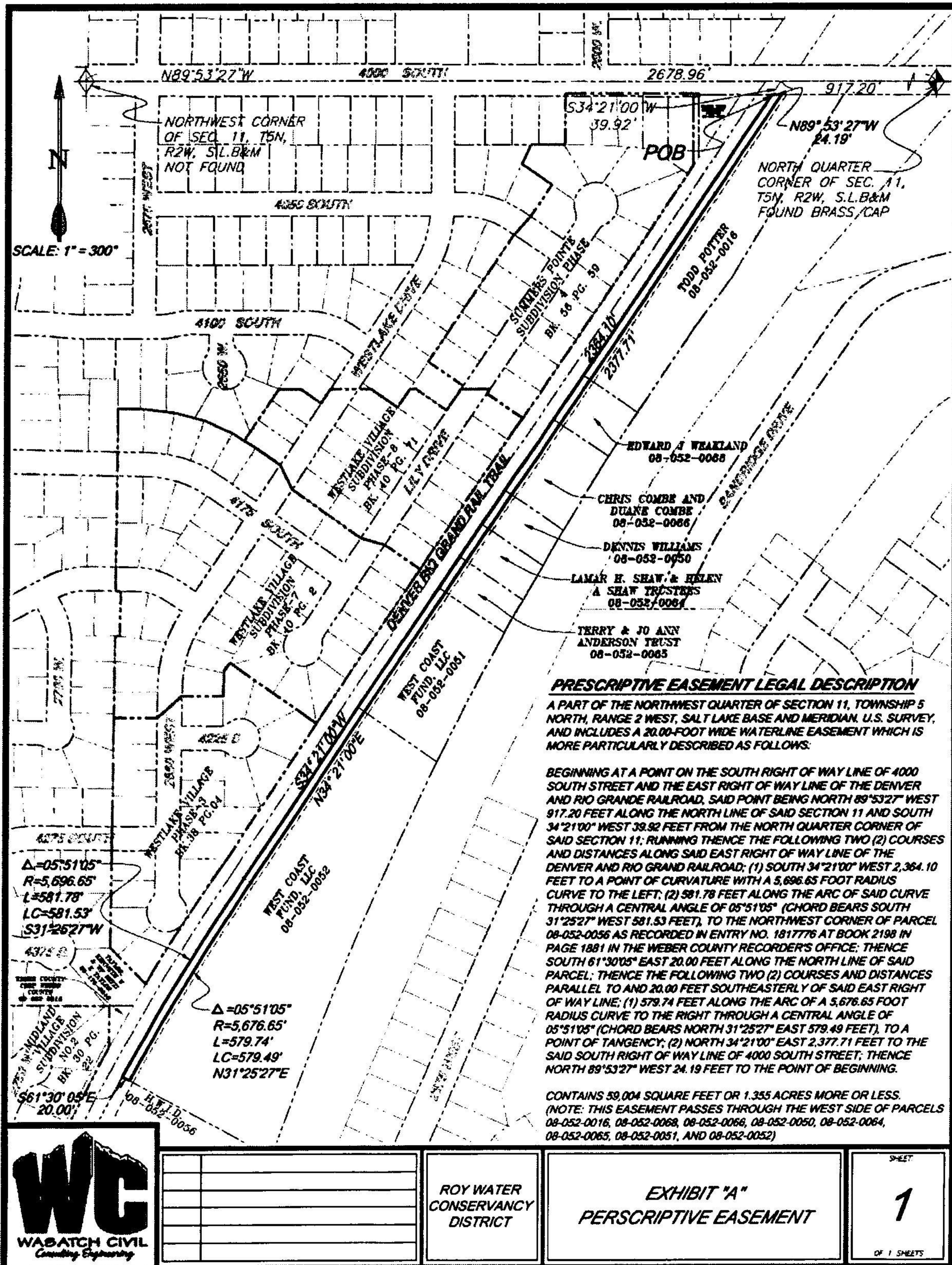
**EXHIBIT "B" TO GRANT OF EASEMENT AND
PARTIAL RELEASE OF EXISTING EASEMENTS**

Grant of Easement



**EXHIBIT "B" TO GRANT OF EASEMENT AND
PARTIAL RELEASE OF EXISTING EASEMENTS**

Notice of Prescriptive Easement



PREScriptive EASEMENT LEGAL DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, AND INCLUDES A 20.00-FOOT WIDE WATERLINE EASEMENT WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF 4000 SOUTH STREET AND THE EAST RIGHT OF WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD, SAID POINT BEING NORTH 89°53'27" WEST 917.20 FEET ALONG THE NORTH LINE OF SAID SECTION 11 AND SOUTH 34°21'00" WEST 39.92 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 11; RUNNING THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG SAID EAST RIGHT OF WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD: (1) SOUTH 34°21'00" WEST 2,364.10 FEET TO A POINT OF CURVATURE WITH A 5,696.65 FOOT RADIUS CURVE TO THE LEFT; (2) 581.78 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°51'05" (CHORD BEARS SOUTH 31°25'27" WEST 581.53 FEET), TO THE NORTHWEST CORNER OF PARCEL 08-052-0056 AS RECORDED IN ENTRY NO. 181776 AT BOOK 2198 IN PAGE 1881 IN THE WEBER COUNTY RECORDER'S OFFICE; THENCE SOUTH 61°30'05" EAST 20.00 FEET ALONG THE NORTH LINE OF SAID PARCEL; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES PARALLEL TO AND 20.00 FEET SOUTHEASTERLY OF SAID EAST RIGHT OF WAY LINE: (1) 579.74 FEET ALONG THE ARC OF A 5,676.65 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 05°51'05" (CHORD BEARS NORTH 31°25'27" EAST 579.49 FEET), TO A POINT OF TANGENCY; (2) NORTH 34°21'00" EAST 2,377.71 FEET TO THE SAID SOUTH RIGHT OF WAY LINE OF 4000 SOUTH STREET; THENCE NORTH 89°53'27" WEST 24.19 FEET TO THE POINT OF BEGINNING.

CONTAINS 59,004 SQUARE FEET OR 1.355 ACRES MORE OR LESS. (NOTE: THIS EASEMENT PASSES THROUGH THE WEST SIDE OF PARCELS 08-052-0016, 08-052-0068, 08-052-0066, 08-052-0050, 08-052-0064, 08-052-0065, 08-052-0051, AND 08-052-0052)



ROY WATER
CONSERVANCY
DISTRICT

EXHIBIT "A"
PERScriptive EASEMENT

SHEET
1
OF 1 SHEETS

**EXHIBIT "C" TO GRANT OF EASEMENT AND
PARTIAL RELEASE OF EXISTING EASEMENTS**
LOCATION OF EASEMENTS TO BE RELEASED ON GRANTOR PROPERTY

