

Recording Requested By:

ERDA ACRES WATER COMPANY
P.O. Box 11
Tooele, UT 84074

GRANT OF EASEMENT

For and in consideration of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, **EXCELSIOR DEVELOPMENT, L.L.C.**, a Utah limited liability company (“GRANTOR”) does hereby bargain, sell, convey and grant to **ERDA ACRES WATER COMPANY**, a Utah non-profit mutual water company (“GRANTEE”), and its successors and assigns, an easement (the “Easement”), as more particularly set forth herein.

ARTICLE I EASEMENT

A perpetual easement for the purpose of owning, constructing, installing, inspecting, operating, maintaining, protecting, repairing, removing and replacing water pipelines and hydrants, and related structures and facilities (collectively the “Facilities”), to be situated over, under, across, and through the property of Grantor (the “Easement Property”), as hereinafter described:

20 Foot Waterline Easement Main Line

13-3-4

A 20 foot waterline easement for the main waterline, situate in the Southeast Quarter of the of Section 33, Township 2 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point that lies South 89°39'27" West 315.40 feet along the Quarter Section line and South 0°30'00" East 41.95 feet and South 89°32'00" West 1292.12 feet and South 1°09'00" East 7.00 feet from the East Quarter Corner of Section 33, Township 2 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence South 514.00 feet;
thence South 89°32'00" West 20.00 feet;
thence North 514.00 feet;
thence North 89°32'00" East 20.00 feet to the Point of Beginning.

20 Foot Waterline Easement North Fire Hydrant Line

A 20 foot waterline easement for secondary fire hydrant waterline, situate in the Southeast Quarter of the of Section 33, Township 2 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on an existing waterline easement that lies South 89°39'27" West 315.40 feet along the Quarter Section line and South 0°30'00" East 41.95 feet and South 89°32'00" West 1312.12 feet and South 1°09'00" East 7.00 feet and South 2.66 feet from the East Quarter Corner of Section 33, Township 2 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence South 20.00 feet along the west line of said waterline easement;
thence West 29.63 feet;
thence North 20.00 feet;
thence East 29.63 feet to the Point of Beginning.

20 Foot Waterline Easement Middle Fire Hydrant Line

A 20 foot waterline easement for secondary fire hydrant waterline, situate in the Southeast Quarter of the of Section 33, Township 2 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on an existing waterline easement that lies South 89°39'27" West 315.40 feet along the Quarter Section line and South 0°30'00" East 41.95 feet and South 89°32'00" West 1312.12 feet and South 1°09'00" East 7.00 feet and South 106.36 feet from the East Quarter Corner of Section 33, Township 2 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence South 20.00 feet along the west line of said waterline easement;
thence North 89°56'49" West 371.04 feet;
thence North 0°03'11" East 20.00 feet;
thence South 89°56'49" East 371.02 feet to the Point of Beginning.

20 Foot Waterline Easement South Fire Hydrant Line

A 20 foot waterline easement for secondary fire hydrant waterline, situate in the Southeast Quarter of the of Section 33, Township 2 South, Range 4 West, Salt Lake Base and Meridian, more

particularly described as follows:

Beginning at a point on an existing waterline easement that lies South 89°39'27" West 315.40 feet along the Quarter Section line and South 0°30'00" East 41.95 feet and South 89°32'00" West 1312.12 feet and South 1°09'00" East 7.00 feet and South 291.33 feet from the East Quarter Corner of Section 33, Township 2 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence South 20.00 feet along the west line of said waterline easement;
thence West 37.50 feet;
thence North 20.00 feet;
thence East 37.50 feet to the Point of Beginning.

ARTICLE II GENERAL TERMS AND CONDITIONS

This Easement is granted subject to the following agreed-upon terms and conditions:

1. It is understood and agreed that the Easement set forth herein gives, grants and conveys to Grantee the right of ingress and egress upon the Easement Property for the purposes set forth herein.

2. Grantor reserves the right to use and enjoy the Easement Property subject to this Easement and Grantee=s rights hereunder and so long as Grantor shall not construct any permanent buildings or other structures or improvements, or plant any trees or shrubs whose roots would contact, hinder, or interfere with the Facilities, or otherwise do any thing or take any action which would unreasonably obstruct or interfere in any way with the Grantee's rights to the use of the Easement Property for the purposes for which the Easement is granted, or Grantee's rights of ingress or egress as herein set forth.

3. Grantee shall have the right, without compensation to the Grantor, to cut and to keep clear all trees, brush, native growth or foliage and any and all other obstructions and hindrances within the Easement Property that may, in the Grantee=s sole opinion, contact, endanger, hinder, conflict or interfere with the Facilities and/or Grantee's rights to the use of the Easement Property for the purposes for which the Easement is granted, or Grantee's rights of ingress or egress as herein set forth.

4. Grantee shall have no liability for any damage in may cause to any improvements to the Easement Property that may be made by Grantor to the extent such damage arises out of or in connection with Grantee's legitimate and reasonable use of the Easement Property consistent with its rights hereunder.

5. The Easement and related rights granted hereunder shall be deemed to be covenants running with the land and shall inure to the benefit of and be binding upon Grantor and the Grantee and their respective legal representatives, successors-in-interest and assigns.

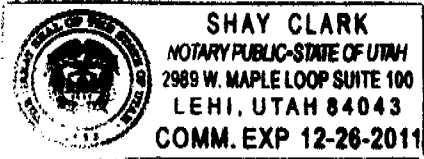
WITNESS the hand of Grantor this 26th day of August, 2009.

**GRANTOR:
EXCELSIOR DEVELOPMENT L.L.C.**

By: [Signature]
Its: Managing Member

STATE OF UTAH)
) : ss.
County of Utah)

On this 26th day of August, 2009, personally appeared before me Brett Ormsby, signer of the above instrument, who duly acknowledged to me that he executed the same as manager of Excelsior Development L.L.C., a Utah limited liability company.



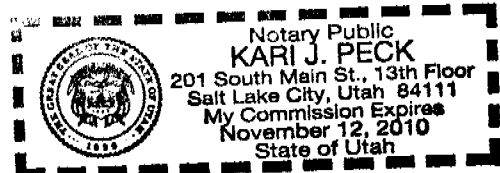
[Signature]
Notary Public COMM. EXP. 12-26-2011

**GRANTEE:
ERDA ACRES WATER COMPANY**

By: [Signature]
Its: President

STATE OF UTAH)
) : ss.
County of Tooele)

On this 6th day of October, 2009, personally appeared before me Allan Deware, signer of the above instrument, who duly acknowledged to me that he executed the same as President of Erda Acres Water Company, a Utah nonprofit mutual water company.



[Signature]
Notary Public