

Ent: 408330 - Pg 1 of 5
Date: 1/23/2015 4:23:00 PM
Fee: \$18.00
Filed By: eCASH
Jerry M. Houghton, Recorder
Tooele County Corporation
For: First American - Salt Lake Escrow

When recorded, please return to:

Oquirrh Mountain Water Company
925 West 100 North, Suite F
P.O. Box 540478
North Salt Lake, Utah 84054

Tooele County APN: 04-070-0-0004

EASEMENT

For the sum of one dollar, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **BCI LP HOLDINGS, L.C.**, a Utah limited liability company, whose address is 925 West 100 North, Suite F, P.O. Box 540478, North Salt Lake, UT, 84054, (hereinafter referred to as "GRANTOR") hereby grants, conveys, sells and sets forth unto **OQUIRRH MOUNTAIN WATER COMPANY**, a Utah non-profit corporation, whose address is 925 West 100 North, Suite F, P.O. Box 540478, North Salt Lake, UT, 84054, its successors and assigns (hereinafter referred to as "GRANTEE"), a perpetual non-exclusive right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace water pipelines, valves, hydrants, laterals, vaults, and other water transmission and distribution facilities (hereinafter called the "Facilities"), insofar as they lie within the property of the GRANTOR, said right-of-way and easement being situate in Lake Point, Tooele County, State of Utah, over, through and under a parcel of the GRANTOR'S land more particularly described on Exhibit "A" attached hereto and graphically depicted on Exhibit "B" attached hereto.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress in said GRANTEE, its officers, employees, representatives, agents and assigns to enter upon the above described right-of-way and easement with such equipment as is necessary to lay, maintain, operate, repair, inspect, protect, install, remove and replace the Facilities.

During construction and maintenance periods, GRANTEE and its agents may use such portions of GRANTOR'S property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of the Facilities. GRANTEE shall be responsible for restoring all property within said right-of-way and easement, as such property relates to the Facilities and through which the work traverses, to as near its original condition as is reasonably possible, provided the GRANTEE shall not be responsible for restoring large vegetation such as trees or mature shrubs or for restoration of any buildings or other improvements (other than roadways or other underground utilities).

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 shall not interfere with the Facilities, or any other rights granted to the GRANTEE hereunder.

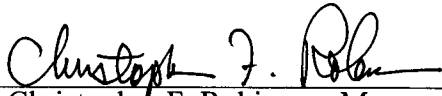
GRANTOR shall not build or construct or permit to be constructed over and across said right-of-way, any building or other improvements, nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon and

inure to the benefit of the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE

IN WITNESS WHEREOF, the GRANTOR has executed this right-of-way and easement grant this 23rd day of January, 2015.

GRANTOR:

BCI LP HOLDINGS, L.C.,
A Utah limited liability company

By: 
Christopher F. Robinson, Manager

STATE OF UTAH)
County of Salt Lake)^{SS.}

The foregoing instrument was acknowledged before me this 23rd day of January, 2015, by Christopher F. Robinson, a Manager of BCI LP Holdings, L.C., a Utah limited liability company.

Notary Public

My Commission Expires: 08/02/2015

Residing In: Salt Lake County, ut



EXHIBIT "A"

BCI LP Holdings, L.C.

UTILITY EASEMENT

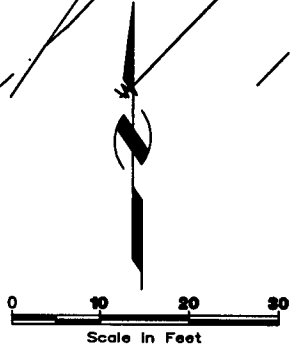
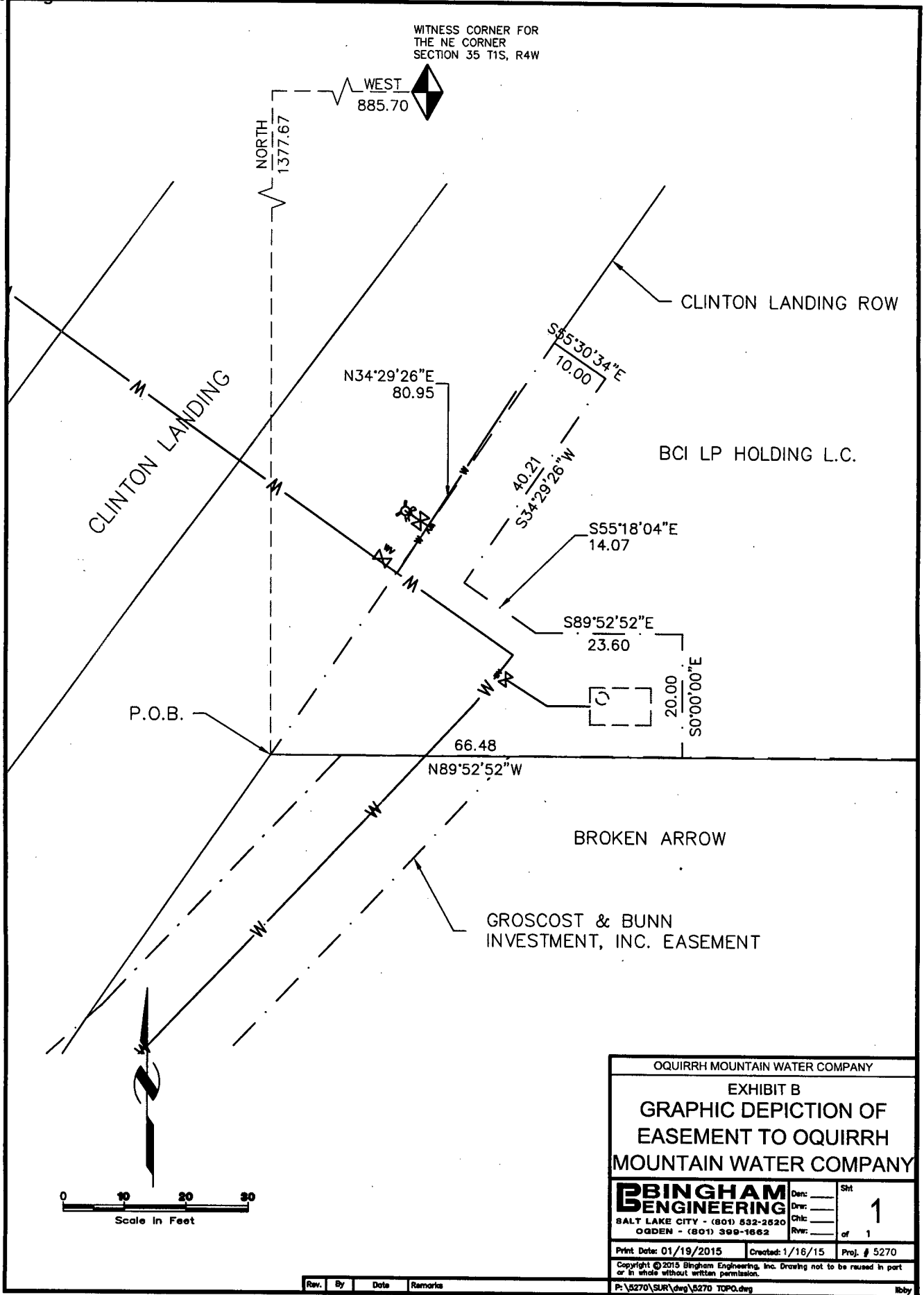
A perpetual, non-exclusive right-of-way and easement for water facilities located in the Northeast Quarter of Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah, of which the exterior boundary is described as follows:

BEGINNING at the Southwesterly corner of Grantors parcel, said point lies South (True Bearing) 1377.67 feet and West (True Bearing) 885.70 feet from the found Tooele County Dependent Re-survey monument representing the Witness Corner for the Northeast Corner of Section 35, Township 1 South, Range 4 West, SLB&M, said point also being on the Southeasterly right-of-way line of Clinton Landing road, and running along said right-of-way North 34°29'26" East 80.95 feet; thence South 55°30'34" East 10.00 feet; thence South 34°29'26" West 40.21 feet; thence South 55°18'04" East 14.07 feet; thence South 89°52'52" East 23.60 feet; thence South 20.00 feet, more or less to the South line of grantors parcel, thence North 89°52'52" West along said line 66.48 feet to the POINT OF BEGINNING.
Easement encompasses 1,793 sq. ft. Or 0.0412 acres.

EXHIBIT "B"

Graphic Depiction of Easement

[SEE ATTACHED]



OQUIRRH MOUNTAIN WATER COMPANY				
EXHIBIT B				
GRAPHIC DEPICTION OF				
EASEMENT TO OQUIRRH				
MOUNTAIN WATER COMPANY				
BINGHAM ENGINEERING SALT LAKE CITY - (801) 532-2520 OGDEN - (801) 399-1662	Date: _____ Draw: _____ Check: _____ Rev: _____	Sht 1 of 1		
	Print Date: 01/19/2015 Copyright © 2015 Bingham Engineering, Inc. Drawing not to be reused in part or in whole without written permission.	Created: 1/16/15 Proj. # 5270		
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Rev.	By	Date	Remarks

lbbj