

WHEN RECORDED MAIL TO:
Tooele Investors LLC
c/o Vectra Management Group
505 Park Avenue, Suite 403
New York, NY 10022

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.

Exhibit A

