

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.

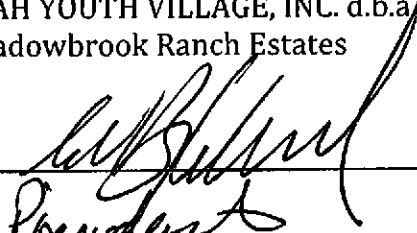
This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

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 15<sup>th</sup> day of July, 2018.

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

By   
Its President

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF UTAH                )

On the 15<sup>th</sup> day of July, 2018 personally appeared before me Eric Byrnes 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.

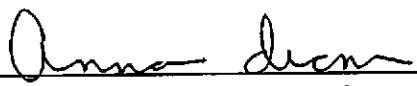
  
Notary Public

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

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