ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is between CANYON MEADOWS MUTUAL WATER COMPANY ("Original Company"), CMMWC, doing business as CANYON MEADOWS MUTUAL WATER COMPANY ("CMMWC"), and CANYON MEADOWS MUTUAL WATER COMPANY ("New Company") together with their respective principals, agents, officers, attorneys, and representatives (collectively, "Parties").

RECITALS

- A. WHEREAS, the Original Company was a private, non-profit, mutual water corporation that owned certain water rights, waterworks, and other property for the purpose of providing water to its members;
- B. WHEREAS, the Original Company's registration with the State of Utah expired and has not been renewed;
- C. WHEREAS, CMMWC is a private, non-profit mutual water corporation that was created due to the expiration of the Original Company's registration;
- D. WHEREAS, CMMWC has continued to hold, use, and operate the water rights, waterworks, and other property previously owned and used by the Original Company for the benefit of members and water users in substantially the same manner as the Original Company;
- E. WHEREAS, due to certain governmental requirements and to clarify the status of the Property, the New Company (Utah entity # 9864498-0140) was created and registered;
- F. WHEREAS, the Parties intend to transfer to and consolidate under the New Company all of the water rights, waterworks, and any other property, interest, right, or benefit owned, held, or acquired by the Original Company and CMMWC;
- G. WHEREAS, no change in use for any of the property or interests being transferred has been performed or is intended through this Agreement;
- H. WHEREAS, no member or other water user of the Original Company, CMMWC, or the New Company will be prejudiced by the transfer and consolidation anticipated by this Agreement;
- I. WHEREAS, the purpose of this agreement is to formally clarify and recognize the New Company as the continuation of and successor to all of the Original Company's and CMMWC's separate and collective rights, privileges, liabilities, and property, and that the New Company is entitled and authorized to exercise all rights therefor.

TERMS

NOW THEREFORE, for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, and in order to carry out the recitals set forth above, the Parties do agree and covenant as follows:

- 1. **Property.** The Original Company and CMMWC agree to grant, convey, assign, transfer, delegate, and deliver to the New Company, all of their right, title, and interest in and to the following property (collectively, "**Property**"). All Property will be conveyed in its "As-Is" condition.
 - a. All property described in Exhibit A, attached hereto.
 - b. All rents, user charges, fees, accounts receivable, other payments, and the right to receive, collect, or enforce the same from or against members or water users for the provision of water and other services by the Original Company or CMMWC.
 - c. All other property, interests, rights, benefits, obligations, moneys, funds, and appurtenances, whether tangible or intangible, owned, held, or acquired by the Original Company or CMMWC.

2. Consideration.

- a. The New Company agrees to prepare and file such notices and documents as may be necessary to protect and preserve the Property.
- b. The New Company agrees to continue to provide water services to the members and water users of the Original Company and CMMWC on substantially the same terms and conditions as the Original Company and CMMWC.
- c. The New Company agrees to accept and assume from the Original Company and CMMWC all of the Original Company's and CMMWC's liabilities and obligations.
- 3. Successor in Interest. The Parties agree that the New Company shall be deemed the successor to all of the Original Company's and CMMWC's contracts, agreements, accounts, debts, liabilities, obligations, and services, shall have the right to enforce all rules, regulations, rights, obligations, or terms that could have been enforced by either the Original Company or CMMWC, shall have the right to continue the prosecution or defense of any administrative, quasi-judicial, or judicial proceeding or action involving the Original Company or CMMWC, and shall have the right to raise any defense, claim, or cause of action that is or could have been available to the Original Company or CMMWC in any administrative, quasi-judicial, or judicial proceeding or action.
- 4. **Documents and Deeds.** The Parties agree to promptly and timely complete and provide all forms, deeds, assignments, receipts and any other instrument or document required to carry out the terms of this Agreement and to cooperate in the making and prosecution of any applications or submittals made by either party for any certificates or approvals

- appropriate or necessary to carry out the terms of this Agreement or the use and occupancy of the Property. These provisions shall survive closing.
- 5. Complete Agreement. This written Agreement is the entire contract entered into between the Parties, and no Party is relying or may rely on any other representations, promises, or understandings of any kind not expressly set forth herein. This Agreement may not be altered, amended, modified, or otherwise changed in any respect except in a writing executed by all Parties.
- 6. No Third Parties. The rights, duties, and obligations of this Agreement are for the sole benefit of the named Parties, and no third party, other than successors in interest as described in Section 7, has any rights hereunder to enforce the terms of this Agreement.
- 7. Assignment and Successors. This Agreement may not be assigned to any other person without the prior written consent of the other Party. Provided, however, that the Parties agree that this Agreement shall continue and be binding on all successors-in-interest, partners, agents, officers, trustees, attorneys, insurers, representatives, heirs, executors, and administrators of each of the Parties, and the transfer of a Party's interest to such person shall not be treated as an assignment requiring prior written consent.
- 8. Authority to Execute. The person executing this Agreement on behalf of each Party hereby represents that he or she has full authority to execute the Agreement and to bind each Party to the terms of this Agreement, and that all necessary actions for him or her to enter into this Agreement have heretofore been completed.
- 9. Counterparts. This Agreement may be executed in counterparts, whether physical or electronic, which together form a single Agreement. Signatures on this Agreement, whether executed physically or by electronic means, shall be deemed original signatures and shall have the same legal effect as original signatures.
- 10. Governing Law and Forum. This Agreement shall be governed and construed in accordance with Utah law. Any action to enforce this Agreement or adjudicate any issues under or in connection with this Agreement shall be brought and maintained in the Utah Fourth District Court, Utah County, and the Parties agree to submit to the jurisdiction thereof for purposes of this Agreement and any dispute arising out of the same. These provisions shall survive closing.
- 11. Remedies. In the event of a breach by either Party of any of their obligations under this Agreement, each Party shall be entitled to exercise all rights granted by law and under this Agreement and pursue all remedies available at law and equity. The Parties shall be entitled to specific performance of their rights under this Agreement, and Grantee and Grantor each agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions in this Agreement and agree to waive and not assert in any action for specific performance the defense that a remedy at law would be adequate. These provisions shall survive closing.
- 12. Attorney Fees and Costs. Both Parties agree to pay for their own attorney fees and costs arising out of or connected in any way to the execution of this Agreement. Any

Party that prevails in any legal proceeding, including court proceedings, arbitration, and administrative proceedings, to enforce this Agreement or adjudicate any issues under or in connection with this Agreement will be entitled to recover its reasonable attorney fees, costs, and expenses of such proceedings. These provisions shall survive closing.

THE UNDERSIGNED HAVE READ AND HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT COUNSEL WITH RESPECT TO THE FOREGOING, AND HEREBY ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TERMS.

For CANYON MEADOWS MUTUAL WATER COMPANY (Original Company)

Richard Kortchnor
[Name]

Pres.

[Title]

C/15/20

[Date]

For CMMWC, doing business as CANYON MEADOWS MUTUAL WATER COMPANY (CMMWC)

Richard Kartchnor
[Name]

Pres.

Signature]
Richard Kartchner [Name]
Pres. [Title]
[Date] 6/10/20

For CANYON MEADOWS MUTUAL WATER COMPANY (New Company)

STATE OF UTAH	
	:SS
COUNTY OF WASATCH)

In the County of Wasatch, State of Utah, on June 10, 2020, before me, the undersigned notary, personally appeared Richard Kartchner, the President of the Canyon Meadows Mutual Water Company, who is personally known to me or who proved to me his identity through documentary evidence to be the person who signed the preceding document in my presence and who swore or affirmed to me that his signature is voluntary.

JEANETTE A. JOHNSON

NOTARY PUBLIC • STATE OF UTAH

Commission #693409

My Commission Expires
February 21, 2021

Notary signature

EXHIBIT A

All water storage and distribution systems, including easements, rights of way, water lines, rights of use, pipes, valves, water tanks, reservoirs, water works, plant and systems, purification and filtration systems, pumping stations, pumps, wells, mains, water pipes, hydrants, equipment, machinery, vehicles, spare parts, materials, fixtures and improvements, construction in progress, jigs, molds, patterns, gauges and production fixtures and all other tangible personal property, in transit or otherwise used in or for the storage, transmission or sale of water, and also all other related personal property, such as cash, deposits, prepayments, credits, accounts receivable, books, ledgers, plans, papers, contracts, and other non-capital assets, and also all sources of supply including water rights, well sites, spring sites, source protection zones, and all associated fixtures, fittings, buildings, structures and other improvements erected thereon that are used as the source of supply.

Such property to include, but not be limited to, the property specifically identified below:

EXHIBIT A (Continued) – REAL PROPERTY

Parcel Number	Acreage	Address / Description
00-0012-9028	0.23	Route #3 Box 622K, Provo, UT 84604 Canyon Meadows Property at water tank
00-0012-7550	16.61	Route #3 Box 622K, Provo, UT 84604 Canyon Meadows HOA Property around the tank not including water tank
00-0012-9036	0.37	Route #3 Box 622K, Provo, UT 84604 Canyon Meadows HOA Property at Water Treatment Plant

EXHIBIT A (Continued) – WATER RIGHTS

Water Right	Amount	Description
55-1411	2.9 cfs of total water right	Diligence Claim No. D862
55-6101	0.045 cfs or 9.6 acre-feet	
55-6103	0.25 cfs	Diligence Claim No. D3396
55-7083	0.17 cfs	
55-9376	2.4 acre-feet	

EXHIBIT A (Continued) - PERSONAL PROPERTY

EXHIBIT A (Continued) - PERSONAL PROPERTY			
Vehicles	None		
Equipment	Meters \$5200 Pump \$500 Misc \$500		
Supplies	Chemicals \$600		
Tools	Turbidity Meter \$600 Misc \$200		
Other	Utah Division of Drinking Water ID	Description	
	TP001	Little Deer Creek Water Treatment Plant	
	ST001	150,000 gal storage facility	
	PF001	Lower Booster Station	
	PF002	Upper Booster Station	
	PF003	Filter Effluent to Storage	
	WS001A	Little Deer Creek Intake	
	WS004	Upper Spring	
	WS005	Middle Spring	
	WSoo6	Lower Spring	
	WS007	Canyon Meadows Well	
	WSoo8	1(Abandoned) Little Deer Creek Well	
	W5008	·	
	(Abandoned) Miscellaneous pipes, valves, meters, fire hydrants, and equipment		
Accounts/Cash Assets			
Cash	\$21090.00		
Loan Reserves	\$28090.00		

Accts Receivable	\$2258.00
Other	

EXHIBIT B

Easement Agreement for Construction and Operation of Water Treatment Facility

EXHIBIT B

Ent 480358 Bk 1300 Pg 220 - 229 PEGGY FOY SULSER, Recorder WASATCH COUNTY CORPORATION 2020 Jul 02 10:13AM Fee: \$40.00 TC For: Morris Sperry ELECTRONICALLY RECORDED

Easement Agreement For Construction and Operation of Water Treatment Facility

This Easement Agreement (the "Agreement") is made and entered into as of the date signed below, by Canyon Meadows Home Owners Association, Inc., a Utah nonprofit corporation ("Association"), on the one hand, and Canyon Meadows Mutual Water Company, Utah corporation ("Water Company"), on the other hand. The Association and the Water Company are each a "Party" and collectively, the "Parties".

Recitals:

- A. The Association owns the real property located in Wasatch County, Utah, which real property is described on Exhibits A and B, attached hereto and incorporated in this Agreement by reference, and hereinafter referred to as the "Easement Area." The Easement Area constitutes "Common Area" of the Association, as such term is defined and identified by the Association's governing documents.
- B. Water Company provides water service to the Canyon Meadows Subdivision (the "Subdivision").
- C. Through this Agreement, the Parties establish the Water Company's easement rights on the Easement Area and the Water Company's rights to construct a water treatment plant, water tank, and other water facilities and improvements on the Easement Area.

NOW THEREFORE, in consideration of the foregoing, the covenants set forth in this Agreement and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Grant of Easement</u>. The Association hereby grants to Water Company, its successors and assigns:
 - (a) a non-exclusive easement across, on, and over the Easement Area for the purpose of installing, constructing, operating, and maintaining an existing or new water treatment plant, water tank, water lines, and related improvements (collectively, the "Water Treatment Facility"):
 - (b) a non-exclusive easement across, on, and over the Association's roadways for the purpose of ingress and egress to the Water Treatment Facility; and
 - (c) from time to time in the discretion of the Association; a temporary, non-exclusive easement across, on, and over a staging area identified in the separate staging document that may be provided to the Water Company or its contractors by the Association which may include conditions and other requirements in the sole discretion of the Association.

- 2. <u>Duration</u>. The easements granted under subsections 1(a) and 1(b) shall be perpetual unless otherwise amended, modified, or terminated pursuant to the terms of this Agreement. Any temporary easement granted under subsection 1(c) shall terminate upon the earlier of when it is revoked by the association (which the Association may do at any time and for any reason) or pursuant to the terms of the staging agreement.
- 3. New Water Treatment Facility. Water Company shall, at its expense:
 - (a) Construct a Water Treatment Facility on and within the Easement Area. The Water Treatment Facility, or portions thereof, has been or will be constructed and maintained in accordance with the plans and specifications submitted by the Water Company to the Association. Water Company has the right to cut and remove timber, trees, brush, and other landscaping elements as necessary to construct, maintain, repair, replace, and upgrade the Water Treatment Facility on the Easement Area.
 - (b) Water Company shall install all the Water Treatment Facility in compliance with (1) all applicable construction and building codes; (2) all other legal requirements related to licensing the person or persons doing the work, the manner in which work is conducted, and the installation of any element of the Water Treatment Facility; (3) the specifications and requirements of the manufacturer of any equipment or other item installed or located by Water Company in the Easement area; and (4) the typical standards in the water industry for the installation and maintenance of equipment, pipelines and other related improvements for the purpose of constructing and operating the Water Treatment Facility. To the extent any of these standards conflict, the higher or more restrictive standard shall apply.
 - (c) Water Company shall maintain and upgrade the Water Treatment Facility as necessary to maintain the elements of such facility (1) in a safe and operable condition; (2) as necessary to protect all of the real and personal property in the Subdivision from damage; and (3) in compliance with the then-current standards identified in the prior paragraph.
 - (d) The Association may decide, in its reasonable discretion, to permit waivers from the requirement of this section from time-to-time as it deems appropriate under the circumstances.
- 4. <u>Permits and Approvals</u>. Water Company has obtained or will obtain, prior to the time required by applicable governmental authorities, the permits and approvals required by governmental authorities in order to construct and permit Water Company to use the Water Treatment Facility.
- 5. Right of Access. As set forth in Section 1(b) of this Agreement, the Water Company has the right to use the Association's roadways to access the Water Treatment Facility.
- 6. <u>Construction Liens</u>. The Water Company shall at all times keep the Easement Area free from mechanics' liens or similar liens arising on account of or resulting from any act by or on behalf of the Water Company related to the installation, construction, inspection, maintenance, repair and replacement of the Water Treatment Facility in the Easement Area.

In the event any lien is recorded against Easement Area or any portion thereof on account of actions by the Water Company or its agents, the Association may initiate action within ten (10) business days of receiving notice of the existence of such lien to have the lien removed from the Easement Area.

- 7. Restoration and Clean-up. In the event of any damage or destruction to any landscaping, real property, buildings, structures, roadways, improvements of any kind, or any personal property in the Subdivision (collectively, the "Property"), whether such Property is owned by the Association or an owner of a lot in the Subdivision, related to Water Company exercising any rights under this Agreement, the Association may require that the Water Company restore the Property to the condition prior to Water Company's action or shall pay to replace the Property within a reasonable time. Unless otherwise agreed by the Association, the Water Company shall not be entitled to any proration, discount, or reimbursement from Association or an owner of a lot in the Subdivision for old, previously damaged, worn, or otherwise damaged Property which must be replaced. Unless otherwise agreed by the Association, the Water Company shall pay the full replacement cost, if replacement is necessary. Unless otherwise agreed by the Association, the Water Company further agrees to clean up the staging area and restore such staging area to its pre-construction condition within a reasonable time after construction of the Water Treatment Facility is completed.
- 8. <u>Insurance</u>. Water Company shall obtain and maintain a general liability insurance policy in an amount typical of water companies in Utah insuring against losses, damages, and personal injuries related to the installation and operation of the Water Treatment Facility, and such policy shall name the Association as an additional insured. Water Company shall provide the policy and declarations page to the Association within ten (10) business days of a request.
- 9. <u>Indemnity</u>. Water Company agrees to indemnify, hold harmless, and defend the Association, it agents and any employees from any and all claims, mechanics liens, demands, damages, actions, personal injury, property damage, and any other liabilities, include attorney's fees and costs, arising out of or from Water Company's operation of the Water Treatment Facility.
- 10. <u>Notice</u>. Unless otherwise specifically provided, all correspondence and notices to be given pursuant to this Agreement shall be by U.S. Mail, postage prepaid, addressed as follows:

To Association:

Canyons Meadows Home Owners Association C/O Jason Sucher 460 East 800 North Orem, UT 84059

With a copy to:

(a) Any current member of the Board of Directors of the Association or any entity acting as such; and

Ent 480358 Bk 1300Pg 223

(b) Any other registered agent for the Association on file with the Utah Division of Corporations.

To Water Company:

CMMWC d/b/a Canyon Meadows Mutual Water Company c/o Richard Kartchner 9169 Juniper Dr. Provo, UT 84604

With a copy to:

(a) Any other registered agent for the Water Company on file with the Utah Divisions of Corporations

Either Party may designate a new or different individual or address to receive notice by sending notice of the change in notice and by the final and proper recording of a document with the change in notice and contact information for that party. Such a recording may be made unilaterally by either party pursuant to this Agreement, but no change to this Agreement shall be accomplished by any such recording, except as to the notice information. Notice shall always be by certified or registered mail or by hand delivery. Notice shall be valid if attempted by mail to the addresses herein, regardless of whether such address or person designated for notice is no longer valid. Notice shall be effective upon hand delivery to the person named or three days after mailing by registered or certified mail.

- 11. <u>Default</u>. The Parties agree that should if any Party defaults in any of the covenants or agreements contained herein, which default is not corrected within sixty (60) days of receiving notice of the same from the other Party, that the defaulting Party shall pay all costs and expenses, including reasonable attorney fees, which may arise or accrue from enforcing this Agreement whether litigation is commenced or not.
- 12. Termination for Lack of Use, Failure to Maintain, or for Other Reasons Provided by Law. The easements and all rights to Water Company arising under this Agreement shall expire and terminate if: (1) the Water Company ceases to exist and its rights under this Agreement have not been assigned to another person or entity; (2) the Water Company ceases to operate the Water Treatment Facility for a period of at least one year; (3) the Water Company fails to maintain the Water Treatment Facility such that it causes a threat to the safety of persons and their real and personal property in the Subdivisions; (3) or there exists any other reason at law or in equity resulting in the termination of the easements, including but not limited to abandonment of the easement or any material breach or default of this Agreement as determined by a court.
- 13. <u>Transfer and Assignments</u>. Water Company is not be permitted to lease, lend, sublease, or allow any other person or entity to utilize any rights under this Agreement without the prior

written consent of Association, which consent shall not be unreasonably withheld. Water Company shall not be permitted to use the Easement Area for any other purpose other than as stated in this Agreement. Any assignee or subsequent transferee of any rights under this Agreement shall be bound by all of the provisions of this Agreement.

- 14. Successors and Assigns. The terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their successors and assigns. If the Association shall ever be dissolved or cease to exist as a nonprofit corporation, this Agreement shall be binding upon and inure to the benefit of the owners of lots within the Subdivision regardless of how they are subsequently legally organized (whether it is a new corporation or other entity), or if unorganized, to the unincorporated association of the owners of the Subdivision.
- 15. Entire Agreement. Except for staging instructions and permission, this Agreement constitutes the entire understanding and agreement of the Parties and any and all prior agreements, understandings or representations are hereby terminated in their entirety and are of no force and effect. Any and all exhibits attached hereto are incorporated herein by reference.
- 16. <u>Modification or Amendments</u>. No amendment or modification of this Agreement shall be valid unless in writing and signed by the Parties hereto.
- 17. Covenants Run with the Land. This Agreement, including the easements, rights, and obligations granted or created hereby, shall constitute covenants running with the Easement Area and shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, successors and assigns, including any future owner of the Easement Area. This Agreement may be recorded with the Wasatch County Recorder's office against the Easement Area, and the Parties expressly authorize the recording Party to add any further identifying information to this Agreement as may be required by the Wasatch County Recorder's office to effectuate such recording.
- 18. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication 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.
- 19. <u>Waiver</u>. The waiver by any Party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or waiver of any subsequent breach.
- 20. Applicable Law and Severability. This Agreement shall, in all respects, be governed by the internal laws of the State of Utah, excluding local laws governing choice of law. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation, the latter shall prevail and the provision of this document which is affected shall be curtailed and limited to the extent necessary to bring it within the requirements of the law.

- 21. <u>Captions</u>. The captions appearing in this Agreement are for convenience in reference only. Should there be any conflict between any caption and the section with which it appears, the section and not the caption shall control.
- 22. <u>Construction</u>. The Parties hereto acknowledge that they were represented by competent counsel in connection with the negotiation, drafting and execution of this Agreement, and that this Agreement shall not be subject to the principle of construing their meaning against the Party that drafted this Agreement.
- 23. <u>Capacity to Execute</u>. Each person signing below represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Party for whom he or she is signing and to bind such Party to the covenants and obligations contained herein.
- 24. <u>Counterparts/Signatures</u>. This Agreement may be executed in counterparts, and signatures hereon delivered by facsimile or electronic mail shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

	CANYON MEADOWS MUTUAL WATER COMPANY, a Utah corporation
	By Middle
	Its: Vocs.
	CANYON MEADOWS HOME OWNERS ASSOCIATION, INC., a Utah nonprofit corporation
	Ву
	lts:
	TATE OF UTAH) : ss. COUNTY OF SALT LAKE)
O Si	on To 20,200, personally appeared before me ky had well the same, the gner of the foregoing instrument, who duly acknowledged to me that he executed the same.
	SHARI MCDANIEL MOTARY PUBLIC - STATE OF UTAH COMMISSION# 701435 COMM. EXP. 08-26-2022

- 21. <u>Captions</u>. The captions appearing in this Agreement are for convenience in reference only. Should there be any conflict between any caption and the section with which it appears, the section and not the caption shall control.
- 22. <u>Construction</u>. The Parties hereto acknowledge that they were represented by competent counsel in connection with the negotiation, drafting and execution of this Agreement, and that this Agreement shall not be subject to the principle of construing their meaning against the Party that drafted this Agreement.
- 23. <u>Capacity to Execute</u>. Each person signing below represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Party for whom he or she is signing and to bind such Party to the covenants and obligations contained herein.
- 24. <u>Counterparts/Signatures</u>. This Agreement may be executed in counterparts, and signatures hereon delivered by facsimile or electronic mail shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CANYON MEADOWS MUTUAL WATER COMPANY, a Utah corporation	
By Most	
Its: Pres	
CANYON MEADOWS HOME OWNERS ASSOCIATION, INC., a Utah nonprofit corporation	
By I Spackman	
Its: HOA Pres.	
STATE OF UTAH) COUNTY OF SALT LAKE)	
On <u>V129 12020</u> , personally appeared before me <u>Tony Spackman</u> , the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.	
CARLIE JACKSON NOTARY PUBLIC • STATE OF UTAH COMMISSION NO. 699473 COMMISSION NO. 699473	

EXHIBIT A

FILTER BUILDING

LOCATED IN A PARCEL OF LAND LABELED AS COMMON AREA ON CANYON MEADOWS PLAT B SUBDIVISION LOCATED IN SECTION 7, TOWNSHIP 5 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S88°01'13"E ALONG THE NORTH LINE OF SAID COMMON AREA A DISTANCE OF 479.63 FEET AND SOUTH 238.12 FEET FROM THE NORTHWEST CORNER OF SAID COMMON AREA;

THENCE S36°15'19"E 111.63 FEET;

THENCE S60°36'43"W 113.30 FEET:

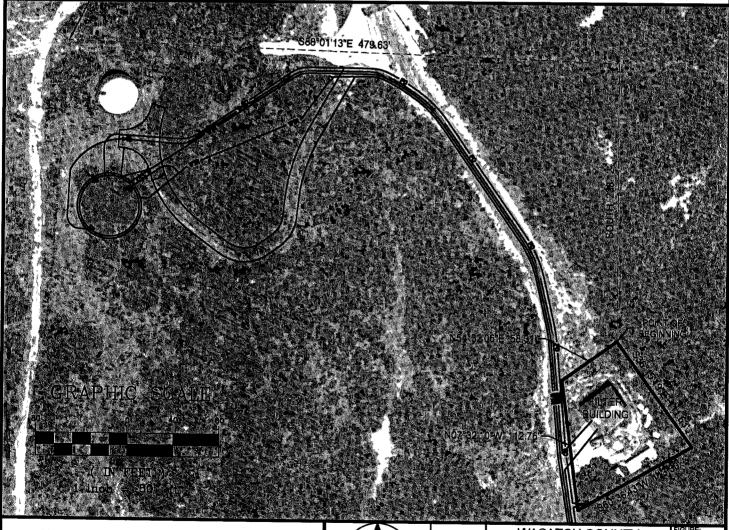
THENCE N07°32'10"W 112.76 FEET:

THENCE N54°32'06"E 58.31 FEET TO THE POINT OF BEGINNING

CONTAINING 0.21 ACRES MORE OR LESS



NW COR OF "COMMON AREA" CANYON MEADOWS PLAT "B" SUBIDVISION





Jones & DeMille Engineering, Inc.

CIVIL ENGINEERING - SURVEYING - TESTING GIS - ENVIRONMENTAL

infrastructure professionals 1.800.748.5275 www.jonesanddemille.com



WASATCH COUNTY

FIGURE:

SHEET:

CANYON MEADOWS WATER SYSTEM

FILTER SITE LEGAL DESCRIPTION

DRAWN; CBS 06/24/20 FILE: 1903-098 EASEMENTS PROJECT: 1903-095
CHECK: UPDATED: 8/24/2020 PLOTTED: 6/24/2020

TANK SITE

- LOCATED IN A PARCEL OF LAND LABELED AS COMMON AREA ON CANYON MEADOWS PLAT B SUBDIVISION LOCATED IN SECTION 7, TOWNSHIP 5 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:
- BEGINNING AT THE NORTHWEST CORNER OF SAID COMMON AREA;

THENCE S88°01'13E" ALONG THE NORTH LINE OF SAID COMMON AREA A DISTANCE OF 275.98 FEET:

THENCE \$28°09'57"E 13.88 FEET:

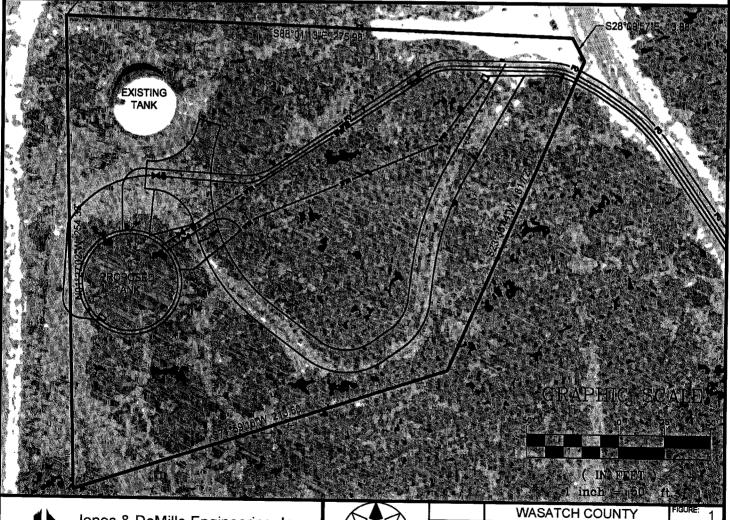
THENCE \$23°38'44"W 181,72 FEET:

THENCE S71°59'16"W 213.50 FEET MORE OR LESS TO THE WEST LINE OF SAID COMMON AREA;

THENCE N01°27'02"W ALONG THE WEST LINE OF SAID COMMON AREA A DISTANCE OF 254.33 FEET TO THE POINT OF BEGINNING:

CONTAINING 1.19 ACRES MORE OR LESS

NO. 11349296 CORY B. SMITH 06/24/2020 POINT OF BEGINNING NW COR OF "COMMON AREA" CANYON MEADOWS PLAT "B" SUBIDVISION





Jones & DeMille Engineering, Inc.

CIVIL ENGINEERING - SURVEYING - TESTING GIS - ENVIRONMENTAL

- infrastructure professionals -1.800.748.5275 www.jonesanddemille.com



1" = 50

CANYON MEADOWS WATER SYSTEM

TANK SITE LEGAL DESCRIPTION

DRAWN: CBS 06/24/20 FILE: 1903-095 EASEMENTS PROJECT: 1903-095 UPDATED: 6/24/2020

PLOTTED: 6/24/2020

1

Ent 480358 Bk 1300Pg 229

Affected Parcels

Parcel Number	Acreage	Address / Description
00-0012-9028	0.23	Route #3 Box 622K, Provo, UT 84604 Canyon Meadows Property at water tank
00-0012-7550	16.61	Route #3 Box 622K, Provo, UT 84604 Canyon Meadows HOA Property around the tank not including water tank
00-0012-9036	0.37	Route #3 Box 622K, Provo, UT 84604 Canyon Meadows HOA Property at Water Treatment Plant