

When recorded return to:

**Tintic Consolidated Metals, LLC**  
**15988 Silver Pass Road**  
**Eureka, Utah 84628**



ENT 49305:2022 PG 1 of 9  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2022 Apr 20 4:50 pm FEE 40.00 BY TM  
RECORDED FOR TINTIC CONSOLIDATED METAL

### **PIPELINE EASEMENT AGREEMENT**

This **PIPELINE EASEMENT AGREEMENT** (this "Agreement") is entered into as of April 20, 2022 (the "Effective Date"), by and between **SCOTT MCLACHLAN**, an individual, with an address of P.O. Box 37, Lehi, Utah 84043 ("Grantor") and **TINTIC CONSOLIDATED METALS, LLC**, a Delaware limited liability company, with an address of 15988 Silver Pass Road, P.O. Box 195, Eureka, Utah 84628 ("Grantee"). Grantor and Grantee may sometimes be referred to in this Agreement collectively as the "Parties" and individually as a "Party."

### **RECITALS**

A. Grantor is the owner of certain real property located in Utah County, State of Utah currently described as Utah County Parcel Nos. 61:096:0015, 61:134:0002, 61:134:0001, 61:134:0006, 61:127:0001, 35:104:0002, AND 35:104:0005 ("Grantor's Property"), more specifically described in Exhibits A and B, attached hereto and incorporated herein by reference.

B. Grantor desires to grant and Grantee desires to obtain a non-exclusive easement in gross on, over, across, through, and under Grantor's Property for a water pipeline.

### **AGREEMENT**

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Easement/Purposes**. Grantor hereby grants to Grantee the following described easements:

a. **Easement**. A non-exclusive easement in gross ten feet (10') in width over, under, across, and through, that portion of Grantor's Property described on the attached **Exhibit A** and depicted on the attached **Exhibit B** both of which are incorporated herein (the "Easement Area"), for the purposes of constructing, installing, operating, maintaining, repairing, altering, rebuilding, removing, reconstructing, and replacing one (1) underground pipeline, and associated infrastructure and facilities (collectively the "Pipeline") for the transportation of water (the "Pipeline Easement") leased from Grantee pursuant to one or more Water Right Lease Agreements. The Pipeline Easement shall burden Grantor's Property until the first to occur of (i)

an uncured default lasting more than one year under a Water Right Lease with Grantor after Grantor notifies Grantee of such default in writing, or (ii) the expiration or termination of all Water Right Leases executed by the Parties.

b. **Access Easement.** A non-exclusive easement in gross for access to and from the Easement Area for carrying out the Easement Purposes (the "**Access Easement**"). The Access Easement shall burden Grantor's Property until the expiration or termination of the Pipeline Easement.

The Pipeline Easement and the Access Easement are collectively referred to in this Agreement as the "**Easements**." Grantor shall not unreasonably interfere with Grantee's use of the Easements granted hereunder.

2. **Relocation of Easement Area.** Upon sixty (60) days advance written notice to Grantee (the "**Relocation Notice**"), Grantor shall be entitled to initiate the process of relocating the Easement Area, in which case the Parties will cooperate in relocating the Easement Area, and the Pipeline pursuant to this Section 2 to another area on Grantor's Property as designated by Grantor; provided, that (i) the relocated Easement Area shall of the same width as the width described in **Exhibit A** and depicted on **Exhibit B**, and (ii) the point where the relocated Easement Area exits Grantor's Property remains the same so that the relocated Pipeline can be connected to the portion of the existing Pipeline located on property adjacent to Grantor's Property. Any cost associated with the relocation of the Pipeline pursuant to the foregoing shall be borne exclusively by Grantee. The relocation shall be completed within twelve (12) months following the date of the Relocation Notice. Upon such relocation, the description and depiction of the Easement Area attached hereto as **Exhibit A** and **Exhibit B** shall be replaced by the relocated description and depiction and an amended Pipeline Easement Agreement superseding and replacing this Agreement shall be recorded in the office of the Utah County Recorder and indexed against Grantor's Property.

3. **Rights/Non-Interference.** The rights granted to Grantee in this Agreement are non-exclusive. Grantor represents and warrants to Grantee that Grantor has the right to grant the Easements, and that the Easements have priority over all liens, mortgages, deeds of trust, rights of first refusal or other encumbrances on Grantor's Property. Grantor reserves and retains the right to use the Easement Area for any and all purposes that do not unreasonably interfere with Grantee's use of the Easement Area set forth herein, including without limitation, the right to farm and irrigate within the Easement Area so long as such farming and irrigation does not interfere with Lessee's operation and maintenance of the Pipeline. Grantor shall not: (i) restrict or prohibit Grantee's access to the Easement Area; or (ii) construct or install gates, fences or other improvements which block Grantee's use of or access to or across the Easement Area.

4. **Maintenance; Improvement of Easement Area.** The Easement Area consists of agricultural land. Grantee, at Grantee's sole cost and expense, shall be responsible for carrying out the purposes for which the Easements were granted on the Easement Area. If Grantee disturbs or damages the surface or other elements of Grantor's Property or the Easement Area, Grantee shall at its sole cost and expense and to Grantor's reasonable satisfaction, repair such disturbance or damage. Grantee shall, at its sole cost and expense, keep the Easement Area free

and clear of liens and encumbrances resulting from its activities under this Agreement.

5. **Taxes.** Grantor shall pay all taxes and assessments on Grantor's Property.

6. **No Termination.** The Easements shall not be terminated or extinguished, whether by nonuse, abandonment, or for any other reason. Failure of any Party to exercise any of its rights hereunder shall not constitute a waiver or abandonment thereof. This Agreement may be modified or amended only in writing, duly executed and acknowledged by Parties or by the permitted successors and assigns of the Parties, which shall be recorded in the official records of the County Recorder of Utah County, Utah.

7. **Run with the Land/Successors and Assigns.** This Agreement and the terms, rights, conditions, restrictions and limitations contained in this Agreement shall burden and run with Grantor's Property and shall be binding upon the successors and assigns of the Parties. Although the Easements granted under this Agreement are granted "in gross" to Grantee, it is the intention of the Parties that this Agreement and the Easements be assignable by Grantee to any successor or assign of Grantee, which assignment shall not terminate the Easements notwithstanding their characterization as "in gross" grants.

8. **Governing Law/Enforcement.** This Agreement and the Easements created under this Agreement are subject to and governed by the laws of the State of Utah. In the event of any legal action between the Parties arising out of the enforcement of or a default under this Agreement, the prevailing Party shall be awarded as part of the judgment its court costs and reasonable attorneys' fees from the non-prevailing Party. Enforcement of this Agreement may be by any proceeding permitted by applicable Utah law.

9. **Severability.** In the event any term or provision of this Agreement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof; and the court shall reform or replace the unenforceable provision with an enforceable provision evidencing the Parties' intent.

10. **Recordation of this Agreement.** This Agreement shall be recorded in the office of the Utah County Recorder and indexed against Grantor's Property.

11. **Further Assurances.** From and after the execution, delivery and recordation of this Agreement, each Party shall cooperate with the other Party in taking such actions, executing such instruments and granting such rights as may be reasonably necessary to effectuate the purposes of the Parties in entering into this Agreement and to perfect the rights granted hereunder. The recitals to this Agreement and Exhibit to this Agreement are incorporated into the body of this Agreement.

12. **Authority.** Each Party represents and warrants that it has the power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and that this Agreement has been duly authorized by each Party.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and together of which shall constitute one and the same document.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**Signatures on Following Pages**

**GRANTOR:**

**SCOTT MCLACHLAN,**  
an individual

By: Scott McLachlan

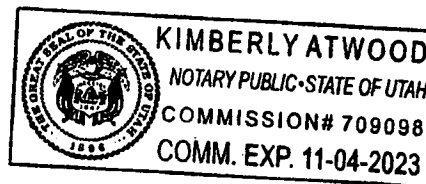
Name: Scott McLachlan

State of Utah  
County of Utah :SS

The foregoing instrument was acknowledged before me this 20 day of April, 2022, by Scott McLachlan, an individual.

Kimberly Atwood  
Notary Public

My commission expires:  
11-04-2023



**GRANTEE:**

**TINTIC CONSOLIDATED METALS, LLC,**  
**a Delaware limited liability company**

By: DAVID R. SABOURIN

Name: [Signature]

Its: COO TINTIC CONSOLIDATED METALS LLC

State of Utah

County of Juab :SS

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of April, 2022,  
by David R. Sabourin, the COO of Tintic Consolidated Metals, LLC,  
a Delaware limited liability company.

[Signature]  
Notary Public

My commission expires:

04/03/2024



**EXHIBIT A****[Description of the Easement Area]****EASEMENT DESCRIPTION**

A 10-FOOT-WIDE EASEMENT SITUATED THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND LOT 4 OF SECTION 19 IN TOWNSHIP 10 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN, ALSO LOCATED IN THE SOUTHEAST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24 AND THE WEST HALF OF THE SOUTHEAST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 10 SOUTH RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, IN UTAH COUNTY, UTAH FOR THE PURPOSED OF A WATER LINE. SAID EASEMENT IS 10 FEET WIDE LYING 5 FEET FROM EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE. SAID EASEMENT RUNS THROUGH PARCEL NO'S 61:096:0015, 61:134:0002, 61:134:0001, 61:134:0006, 61:127:0001, 35:104:0002, AND 35:104:0005.

BEGINNING AT A WELL HEAD, SAID WELL HEAD LIES N 88° 44' 40" W 223.49 FEET ALONG THE SECTION LINE AND NORTH 109.18 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 19, TOWNSHIP 10 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN RUNNING THENCE S. 89°12'31" W. 2580.06 FEET; THENCE N. 89°56'35" W. 2716.97 FEET; THENCE N. 03°52'42" E. 9984.02 FEET TO THE INTERSECTION OF A DIRT ROAD AND A FENCE LINE TO THE POINT OF TERMINUS. SAID TERMINUS LIES S 88° 50' 46" E 749.69 FEET ALONG THE SECTION LINE AND SOUTH 563.23 FEET FROM THE NORTH QUARTER CORNER OF SECTION 13, TOWNSHIP 10 SOUTH RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. LINES TO BE EXTENDED AND TERMINATED AT BOUNDARY LINES.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 152,860 SQUARE FEET IN AREA OR 3.509 ACRES MORE OR LESS.

**EXHIBIT B**

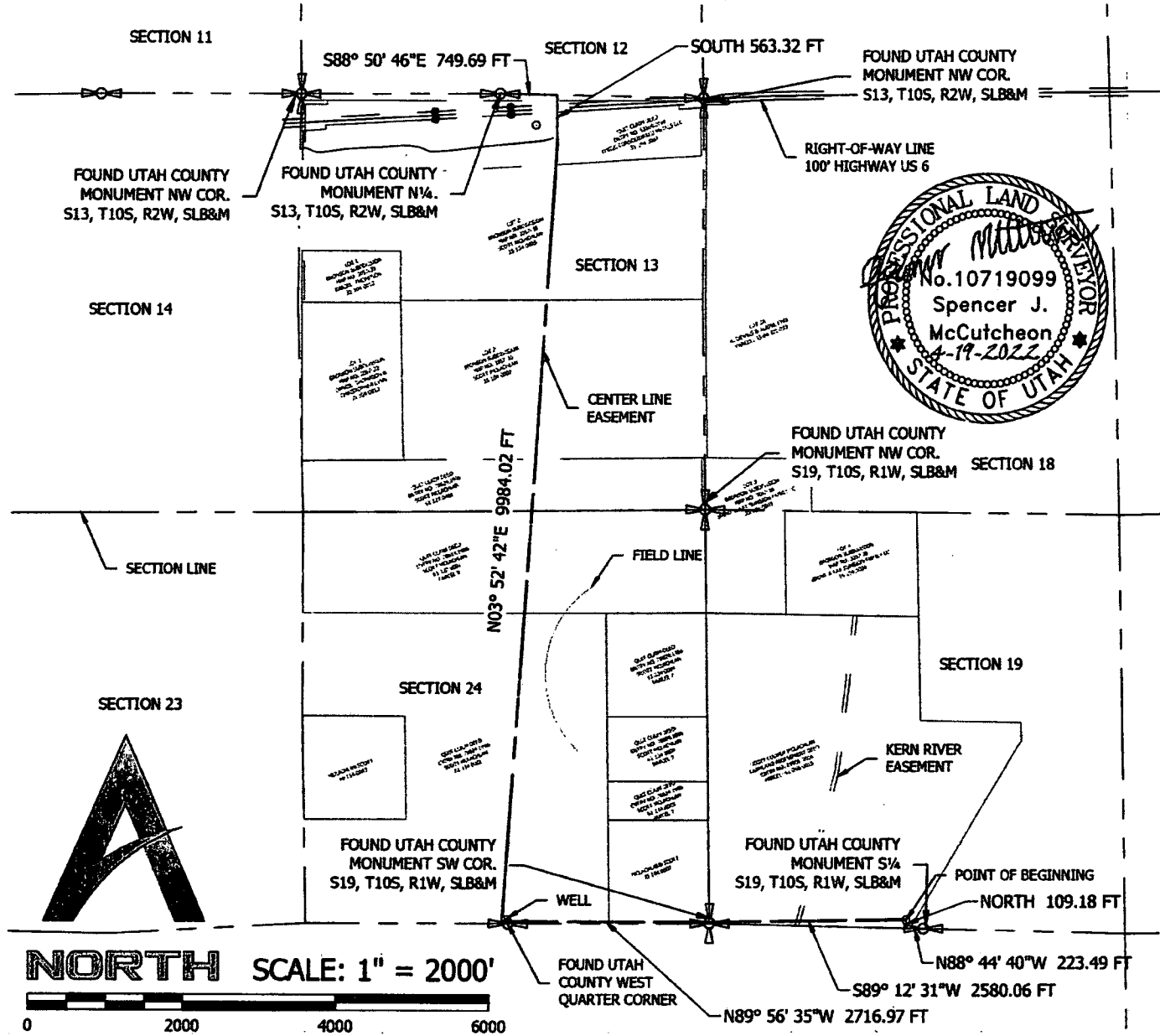
**[Depiction of the Easement Area Next Page]**

**EASEMENT VISUAL DEPICTION**



**EASEMENT SURVEY**

**SECTION 13 & 14 OF TOWNSHIP 10 SOUTH, RANGE 2 WEST, AND  
SECTION 19 TOWNSHIP 10 SOUTH, RANGE 1 WEST SALT LAKE BASE  
AND MERIDIAN**

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DATE:

4/19/2022

**TINTIC WATER EASEMENT**

SHEET:

001



DRAWN BY:

S.J.M