

When Recorded, Return To:

JORDANELLE REF ACQUISITION LLC
10421 S Jordan GTWY, Ste. 200
South Jordan, Utah 84095

APN: 00-0013-3335

SECONDARY WATER EASEMENT AGREEMENT

This SECONDARY WATER EASEMENT AGREEMENT (this "*Agreement*") is made as of this 5 day of June, 2024 (the "*Effective Date*"), by and between JAFFA LYNCH INVESTOR GROUP LLC, a Utah limited liability company ("*Grantor*"), and JORDANELLE REF ACQUISITION LLC, a Delaware limited liability company ("*Grantee*"). Grantor and Grantee are sometimes individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

RECITALS

A. Grantor Property. Grantor owns fee simple title to that certain real property located in Wasatch County, Utah and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "*Grantor Property*").

B. Grantee Property. Grantee owns fee simple title to that certain real property located in Wasatch County, Utah and more particularly described on Exhibit "B" attached hereto and made a part hereof (the "*Grantee Property*").

C. Grant of Easement. The Parties desire to enter into this Agreement, pursuant to which the Grantor shall provide to Grantee an easement across the Grantor Property for the purpose of constructing and maintaining Facilities on the Grantor Property.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1
INCORPORATION

The Parties acknowledge the accuracy of the foregoing Recitals. Each of the foregoing recitals are hereby incorporated into this Agreement by this reference and are made a part hereof.

SECTION 2 EASEMENTS

2.01 Grant of Easement. Grantor hereby grants to Grantee, for the benefit of the Grantee Property and its owners, tenants and licensees, a perpetual, nonexclusive appurtenant easement to construct, operate, maintain, repair, replace, and rebuild an underground pipe and other facilities (the "*Facilities*") for the purpose of conveying and disposing of secondary water over, across, through and under the Grantor Property (the "*Secondary Water Easement*"), together with the right of ingress and egress, the right to excavate ditches or trenches for the location of pipelines or mains, and the right to remove trees, bushes, undergrowth and any other obstructions, natural or constructed, interfering with the location, construction, and maintenance of the pipelines or mains, within the easement area described in Exhibit "C" attached hereto and made a part hereof (the "*Secondary Water Easement Area*"). Because all Facilities shall be constructed and maintained by Grantee at its sole cost and expense as set forth in Section 2.04 hereof, Grantor hereby grants to Grantee, a perpetual, nonexclusive appurtenant easement across the Grantor Property for reasonable access to the Secondary Water Easement Area for installation, repair, and maintenance of Facilities ("*Access Easement*" and together with the Secondary Water Easement, the "*Easements*").

2.02 Covenants. Grantor and Grantee agree to the following on behalf of themselves and their respective successors and assigns (respectively, "*Grantor Parties*" and "*Grantee Parties*"):

(a) No improvements may be constructed on the Secondary Water Easement Area by Grantor Parties other than roadways, pathways, sidewalks, or landscaping, or improvements other than roadways, pathways, sidewalks, or landscaping that do not interfere with the use or maintenance of the Secondary Water Easement. No changes may be made to the drainage or grading of the Grantor Property that would interfere with the use of the Secondary Water Easement.

(b) The Easements established and granted herein shall be used and enjoyed in such a manner as not to unreasonably interfere with, obstruct, or delay the use of the Grantor Property.

(c) Grantee Parties on behalf of themselves, their partners, members, divisions, subsidiaries, and affiliated companies and their respective employees, officers, directors, members, shareholders, agents, professional consultants, and representatives, and their respective successors and assigns (each an "*Indemnitor*" and collectively, the "*Indemnitors*") shall indemnify and hold harmless the Grantor Parties and their partners, members, divisions, subsidiaries, and affiliated companies and their respective employees, officers, directors, members, shareholders, agents, professional consultants, and representatives, and their respective successors and assigns, and each of them (each an "*Indemnitee*" and collectively, the "*Indemnitees*") from and against any and all claims, damages, losses, liabilities, demands, and expenses, including, but not limited to, reasonable attorneys' fees, court costs and expenses of litigation (collectively, hereinafter referred to as "*Liabilities*"), arising out of or resulting from, or claimed to arise out of or result from, in whole or in part from: (a) use of the Easements, Secondary Water Easement Area or the Facilities; (b) any liens, claims of lien, judgments, proceedings and causes of action arising out of or in any

way connected with the Construction Activities (as hereinafter defined); (c) any fault, act, or omission of the Indemnitors, or any officer, director, member, shareholder, agent, professional consultant, contractor or and representatives, and its and their respective successors and assigns or anyone for whose acts any of the foregoing entities may be liable; (d) any breach of any covenant set forth in this Agreement by any Indemnitor, (e) any spill or discharge of any hazardous materials in or on the soil of the Secondary Water Easement Area or the Grantor Property by any Indemnitor or its agents, employees, contractors, lessees and invitees; or (f) any accident or casualty on the Secondary Water Easement Area or the Grantor Property relating in any way to the existence, construction, operation, maintenance or use of the Easements or the Facilities. If such indemnification claim is based upon any claim, demand, suit, or action of any third-party claim, Indemnitors shall defend against such third-party claim. Notwithstanding the foregoing, the indemnity agreement created herein shall not indemnify any Indemnitee against, or constitute a waiver with respect to, any Liabilities to the extent such Liabilities arise from the gross negligence or willful misconduct of such Indemnitee. The covenants in this Section and the obligations of each Indemnitor contained in this Section shall survive the termination of the Easements and this Agreement.

(d) Grantee Parties shall not commit or cause any kind of waste upon the Secondary Water Easement Area or Grantor Property.

(e) Grantee Parties shall not allow any mechanics liens, materialmen's liens, or other liens to be placed upon the Secondary Water Easement Area or the Grantor Property. Grantee Parties shall cause any lien which encumbers any portion of the Secondary Water Easement Area or the Grantor Property as a result of Grantee Party's, their agents, representatives, or related parties' activities to be promptly removed of record by causing recordation of a release of the lien, posting a surety bond or payment, court order, or other means within thirty (30) days of its imposition.

(f) Any easement or portion thereof may be conveyed or assigned to a municipality or utility company providing secondary water to the Grantee Property. In the event of an assignment of this Agreement to a municipality or utility company providing such services to the Grantee Property, the Grantee Property shall be released from any further obligations or liability arising out of or relating to this Agreement following such assignment.

(g) The Parties acknowledge that the Facilities may serve other properties other than the Grantee Property, particularly if this Agreement is assigned to municipality or utility company providing secondary water to the Grantee Property as well as other properties in the vicinity of the Grantee Property. It is acknowledged that the Facilities will be available for general municipal and utility use and that nothing in this Agreement shall limit the use of the Secondary Water Easement to the provision of secondary water services to only the owners of the Grantee Property.

2.03 Relocation Rights. The owner of the Grantor Property may, from time to time, relocate any portion of the Secondary Water Easement Area, to accommodate the use or development of the Grantor Property, including without limitation, approval of plans by Heber City and any other applicable authorities; provided, however, that such relocation (to the extent the following are applicable to the type and nature of the Secondary Water Easement): (a)

continues to provide reasonably convenient connection with its counterpart or drainage area or facilities located on any adjacent parcel of property or any public street or facility; (b) shall not unreasonably reduce or impair the usefulness or function of the Secondary Water Easement Area; (c) shall be done without cost or expense to the Grantee; (d) shall be completed using materials and design standards which equal or exceed those originally used; and (e) shall have been approved by any appropriate governmental or quasi-governmental agencies having jurisdiction thereover. Any relocated Secondary Water Easement Area shall be identified by recordable instrument executed by the person requesting the relocation, and shall be recorded with the Wasatch County Recorder. In addition, Grantor shall have the right to terminate the Secondary Water Easement in the event the Secondary Water Easement is abandoned or no longer being utilized for the conveying or disposing of water.

2.04 Construction of Improvements. The then current owner of the Grantee Property (“**Grantee Party**”) shall have the right to construct the Facilities and other improvements as are necessary for the full use and enjoyment of the Secondary Water Easement Area (collectively, the “**Improvements**”) at the Grantee Party’s sole cost and expense. All Improvements shall be constructed in accordance with the requirements of this Agreement and applicable requirements any governmental authorities, owners’ associations or utility companies having jurisdiction (collectively, the “**Approving Authorities**”). The Grantee Party shall be responsible for obtaining the necessary licenses, permits and approvals from the Approving Authorities for the construction and use of the Improvements. During any period of construction, the Grantee Party shall perform any construction so as to not unreasonably interfere with the use of the Grantor Property, including phasing the construction, scheduling the time of the construction, installing barriers or fences to address safety issues, and providing temporary coverings or bridges across portions of the construction area to allow reasonable access across the Grantor Property and roadways and pathways on the Grantor Property.

2.05 Ownership. Subject to Sections 2.02(f) and 2.02(g) herein, ownership of the Facilities shall vest in the Grantee Party.

2.06 Lien-Free Construction. Any Grantee Party or other person engaging in Construction Activities (as defined herein) or the repair and maintenance of any Improvements on the Secondary Water Easement Area or the Grantor Property shall cause the same to be diligently performed and completed free of any mechanics’ liens or materialmen’s liens. In the event any mechanic’s liens, materialman’s liens or any similar liens or encumbrances are recorded against any portion of the Secondary Water Easement Area or Grantor Property, the Grantee Party or other person constructing the Improvements shall immediately cause such lien to be removed by causing recordation of a release of the lien, posting a surety bond or payment, court order, or other means within thirty (30) days of its imposition.

2.07 Temporary Licenses. The current owner of the Grantor Property (“**Grantor Party**”) agrees to promptly grant any and all additional temporary licenses on the Grantor Property that are reasonably requested and as are reasonably required in connection with the development, construction or use of the Facilities or the Improvements.

2.08 Approval of Improvements. No construction, installation, alteration, grading, filling, excavation, modification (collectively, “**Construction Activities**”) shall be commenced or

maintained by Grantee on the Secondary Water Easement Area until plans and specifications therefor shall have been submitted to and approved in writing to the Grantor Party by the Grantee Party, which approval shall not be unreasonably withheld or delayed and shall be deemed approved if not disapproved in writing by Grantor Party within thirty (30) days of the Grantee Party's submission of plans and specifications to the Grantor Property for approval. Any disapproval shall contain specific reasons for the disapproval and suggested changes that would cause the plans and specifications to be acceptable. In deciding whether to approve or deny plans and specifications for any Construction Activity submitted for its approval, Grantor may consider any criteria reasonably calculated to maintain the geological integrity, proper engineering, environmental condition, legal compliance, drainage, harmony, aesthetic quality, and consistency, of the Grantor Property, provided however that Grantor Party cannot base its disapproval on, or require, any changes to the plans and specifications that would materially increase the cost or construction time of the Construction Activities beyond what would be typical and standard for similar improvements on similarly situated properties. The Grantor Party shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design, from the standpoint of structural safety or conformance with building or other codes, ordinances, laws, good construction or engineering standards or similar requirements. The Grantee Party shall be solely responsible for compliance with all applicable governmental and other requirements.

2.09 Bond or Deposit. Prior to the commencement of any Construction Activities, the Grantee Party may require that Grantee Party post a surety bond or make a deposit with the Grantor Party in an amount reasonably determined by the Grantor Party to be sufficient to cover any costs of repairing and restoring to its prior condition all property and improvements that might be damaged or destroyed in the performance of such work. The posting of a bond or the making of a deposit with the Grantor Party shall not relieve the Grantee Party of its duty to promptly repair or restore, at its sole cost and expense, any damaged or destroyed property or improvements; provided, however, that if the Grantee Party shall fail to promptly meet its obligations under this Section 2.09, the Grantor Party may, but is not required to, cause the damaged or destroyed areas to be repaired or restored and pay for the costs thereof out of the proceeds of the bond or the deposit funds and in such event shall refund the surplus, if any, to the Grantee Party. In the event that the amount of the bond or deposit is insufficient to cover the costs of any such repair or restoration, the Grantee Party shall assess the amount of the deficiency against the Grantee Party. Any deposit required of an applicant shall be refunded only after the approved Construction Activity and any repair or restoration necessitated thereby has been completed by the Grantee Party and the Grantor Party, upon inspection of the completed Construction Activity, has reasonably determined that no further repair or restoration is required.

2.10 Construction Activities- Additional Requirements. All Construction Activities or any other work performed in the construction, maintenance repair, replacement, alteration or expansion of any Improvements on the Secondary Water Easement Area or Grantor Property shall at all times be of first-class quality construction and design consistent with the plans and specifications approved by the Grantor Party and all building codes and other applicable laws and ordinances. The Grantee Party shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all property and improvements damaged or destroyed in the performance of such work. The Grantee Party shall indemnify, defend and hold harmless the Grantor Party and occupants of the Grantor Property from any and all

liability, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action arising out of or in any way connected with the performance of such work, unless caused by the negligent or willful act or omission of the Grantor Party, its tenants, subtenants, agents, contractors or employees.

2.11 Inspections; Remedial Work. The Grantor Party, or its duly appointed representative, may at any reasonable time inspect any Construction Activity to ensure conformance with approved plans and specifications. If, as a result of any such inspection, Grantor determines that any Construction Activity was not performed in substantial compliance with the plans and specifications approved by the Grantor Party or as otherwise required by this Agreement, the Grantor Party shall have the authority to require the Grantee Party to take such action as may be necessary to remedy the noncompliance and to require Grantee Party to immediately reimburse the Grantor Party for expenses incurred in connection with such remedial action.

2.12 Landscaping and Maintenance.

(a) The Grantor Party may require that any Improvements on the Secondary Water Easement Area, including any grading or retention slopes, whether currently existing or hereinafter constructed, be designed and landscaped by the Grantee Party at Grantee Party's cost, so as to be harmonious with the development or planned development of the Grantor Property, including, where applicable, conforming to natural terrain and vegetation or existing or planned improvements.

(b) The Grantee Party shall maintain the Improvements constructed in the Secondary Water Easement Area in good condition and repair. The Grantee Party's maintenance shall be in accordance with all applicable laws, recorded covenants conditions and restrictions, owners' association rules and requirements and commercial standards. Any damage to the Grantor Property, including the Secondary Water Easement Area (including, without limitation, vegetation and natural landscaping and formations and any improvements made by the Grantor to the its property), as a result of the construction, use, maintenance or alteration of the Secondary Water Easement Area by Grantee or its agents, employees, contractors and invitees, shall be promptly repaired by the Grantee at its sole cost and expense to the reasonable satisfaction of the Grantor.

2.13 Insurance. During any period in which any Grantee Party shall be constructing or maintaining any Improvements on the Secondary Water Easement Area, or otherwise entering onto the Secondary Water Easement Area, the Grantee Party, and any contractor or other agent of the Grantee Party entering onto the Secondary Water Easement Area or Grantor Property, shall obtain and maintain comprehensive general liability insurance (with a policy limit of at least \$1,000,000) to protect Grantor Parties against bodily injury or property damage resulting from such entry onto the Secondary Water Easement Area and worker's compensation insurance in amounts required by law. The Grantee Party shall cause the Grantor Party to be named as an additional insured on any liability policy and shall provide to the Grantor Party a certificate of insurance evidencing the same.

SECTION 3 **MISCELLANEOUS**

3.01 Covenants Run with Land. The rights, duties, obligations, and Easements created pursuant to this Agreement shall run with the land and shall be binding on the owners of the Grantor Property, the owners of the Grantee Property, and their successors and assigns. Upon any transfer or conveyance of the Grantor Property or Grantee Property, the transferee shall not be subject to, and shall be fully released from, any of the obligations or liabilities occurring or arising after such transfer under this Agreement.

3.02 Notices and Communications. All notices, approvals and other communications provided for in this Agreement or given in connection with this Agreement shall be validly given, made, delivered or served, if in writing, and delivered personally or sent by nationally recognized overnight courier (e.g., Federal Express, Airborne, UPS) for next-day or next-business-day delivery, to the address of the intended recipient at the then current Grantor Party's and Grantee Party's address listed in the records of the Wasatch County Assessor's office, or to such other addresses as any such party may from time to time designate in writing and deliver in a like manner to the other party. Notices, approvals, and other communications provided for in this Agreement shall be deemed delivered upon personal delivery, or on the next business day following deposit with a nationally recognized overnight courier, as herein above provided, prepaid, and addressed as set forth above.

3.03 Attorneys' Fees. In the event any of the Grantor Parties or Grantee Parties finds it necessary to bring any action, arbitration or other proceeding to enforce any of the terms, covenants or conditions hereof, the prevailing party in any such action, arbitration or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the non-prevailing party, and in the event any judgment is secured by the prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the arbitrator.

3.04 Further Acts. Grantor Parties and Grantee Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

3.05 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation other than Grantee Parties or Grantor Parties; and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

3.06 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by the Parties hereto.

3.07 Governing Law; Jurisdiction and Venue. This Agreement is entered into in Utah and shall be construed and interpreted under the laws of the State of Utah without giving effect to principles of conflicts of law. Jurisdiction and Venue for any action relating to or arising out of this Agreement shall be in the state or federal courts in Salt Lake County, Utah.

3.08 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

3.09 Successors and Assigns. Subject to the limitations set forth above, this Agreement shall be binding upon, and shall inure to the benefit of, each of the Parties and their successors and assigns.

3.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

3.11 Time of the Essence. Time is of the essence for performance or satisfaction of all requirements, conditions, or other provisions of this Agreement, subject to any specific time extensions set forth herein.

3.12 Remedies. If a Grantor Party or Grantee Party fails to perform any of its duties or obligations under this Agreement (a "**Defaulting Party**") the other party may at any time give a written notice to the Defaulting Party, in accordance with Section 4.02, setting forth the specific non-performance. If the Defaulting Party fails to correct such nonperformance within ten (10) days (or, in the event of an emergency, such shorter period as is reasonable considering the nature and effect of the emergency) after receipt of written notice (or as such cure period may be extended in accordance with this subsection) the non-defaulting party shall have the right to correct such nonperformance, including the right and temporary license to enter upon the Defaulting Party's property to perform the same, and the Defaulting Party shall pay on demand, the performing party's reasonable costs thereof; provided, however, these provisions shall be without prejudice to the Defaulting Party's right to contest the right of the other party to make such repairs or expend such monies. All work performed by such party pursuant to this Section 4.12 shall comply with all applicable federal, state and local laws and ordinances, and the performing party shall obtain any necessary permits and licenses from the appropriate government agencies in connection therewith, and, notwithstanding anything herein to the contrary, shall be limited to the work necessary to cure such nonperformance by the Defaulting Party. If such nonperformance cannot be cured within the ten (10) day period provided for in this Section 4.12, the Defaulting Party shall notify the other party and shall use its commercially reasonable efforts to commence to cure such nonperformance within such ten (10) day period after receipt of written notice and shall complete the cure within thirty (30) days thereafter or such longer reasonable period that may be required. In the event the Defaulting Party fails to pay the performing party's reasonable costs as required pursuant to this Section 4.12, the unpaid amount shall constitute a lien on the Defaulting Party's property until paid in full, with priority over all other liens, which lien may be foreclosed by the

same procedure set forth in Utah Code Section 57-8a-203, as such Section of the Utah Code may be modified or amended from time to time.

[Signatures and acknowledgements appear on the following pages]

Exhibit A

Grantor Property

Parcel 6

A parcel of land situate in the Northwest Quarter of Section 29, Township 3 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 00°41'38" East 586.49 feet along the quarter section line and West 985.75 feet from the South Quarter Corner of Section 20, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running

thence Northeasterly 132.06 feet along the arc of a 384.00 foot radius curve to the left (center bears North 43°37'21" West and the chord bears North 36°31'32" East 131.41 feet with a central angle of 19°42'15");

thence North 26°40'24" East 83.66 feet;

thence Northeasterly 30.41 feet along the arc of a 18.00 foot radius curve to the right (center bears South 62°59'20" East and the chord bears North 75°24'21" East 26.92 feet with a central angle of 96°47'21");

thence Southeasterly 230.61 feet along the arc of a 364.50 foot radius curve to the right (center bears South 33°47'58" West and the chord bears South 38°04'33" East 226.78 feet with a central angle of 36°14'58");

thence South 19°57'04" East 181.74 feet;

thence Southeasterly 370.58 feet along the arc of a 1,964.50 foot radius curve to the right (center bears South 70°03'09" West and the chord bears South 14°32'37" East 370.03 feet with a central angle of 10°48'29");

thence South 62°28'41" West 253.27 feet;

thence Northwesterly 405.60 feet along the arc of a 1,726.00 foot radius curve to the left (center bears South 83°30'47" West and the chord bears North 13°13'09" West 404.67 feet with a central angle of 13°27'51");

thence North 19°57'04" West 177.99 feet;

thence Northwesterly 57.97 feet along the arc of a 132.00 foot radius curve to the left (center bears South 70°02'56" West and the chord bears North 32°31'59" West 57.51 feet with a central angle of 25°09'49");

thence North 45°06'53" West 39.23 feet to the point of beginning.

Contains 175,167 Square Feet or 4.021 Acres

Exhibit B

Grantee Property

Parcel 5

A parcel of land situate in the Northwest Quarter of Section 29, Township 3 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 00°41'38" East 586.49 feet along the quarter section line and West 985.75 feet from the South Quarter Corner of Section 20, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running

thence South 45°06'53" East 39.23 feet;

thence Southeasterly 57.97 feet along the arc of a 132.00 foot radius curve to the right (center bears South 44°53'07" West and the chord bears South 32°31'59" East 57.51 feet with a central angle of 25°09'49");

thence South 19°57'04" East 177.99 feet;

thence Southeasterly 405.60 feet along the arc of a 1,726.00 foot radius curve to the right (center bears South 70°02'56" West and the chord bears South 13°13'09" East 404.67 feet with a central angle of 13°27'51");

thence North 62°28'41" East 253.27 feet;

thence Southeasterly 87.04 feet along the arc of a 1,964.50 foot radius curve to the right (center bears South 80°51'38" West and the chord bears South 07°52'13" East 87.03 feet with a central angle of 02°32'18");

thence South 62°30'49" West 267.14 feet;

thence South 66°34'02" West 129.65 feet;

thence South 00°43'47" East 326.38 feet;

thence South 89°15'44" West 197.50 feet to the Easterly Right-of-Way line of Highway 40;

thence along said Easterly Right-of-Way line the following two (2) courses:

(1) North 01°51'31" East 4.30 feet;

(2) Northwesterly 996.01 feet along the arc of a 2,914.90 foot radius curve to the left (center bears North 88°08'29" West and the chord bears North 07°55'49" West 991.18 feet with a central angle of 19°34'40");

thence Northeasterly 17.57 feet along the arc of a 27.00 foot radius curve to the right (center bears South 55°39'01" East and the chord bears North 52°59'22" East 17.26 feet with a central angle of 37°16'46");

thence North 71°37'45" East 84.30 feet;

thence Northeasterly 21.17 feet along the arc of a 385.00 foot radius curve to the left (center bears North 18°22'15" West and the chord bears North 70°03'14" East 21.17 feet with a central angle of 03°09'02");

thence North 63°54'25" East 17.55 feet;

thence Northeasterly 130.63 feet along the arc of a 384.00 foot radius curve to the left (center bears North 24°07'56" West and the chord bears North 56°07'22" East 130.00 feet with a central angle of 19°29'25") to the point of beginning.

Contains 316,474 Square Feet or 7.265 Acres

Exhibit C

Secondary Water Easement Area

A parcel of land situate in the Northwest Quarter of Section 29, Township 3 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 00°41'38" East 565.08 feet along the quarter section line and West 964.70 feet from the South Quarter Corner of Section 20, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running

thence South 51°38'24" East 11.02 feet;

thence Southwesterly 31.11 feet along the arc of a 395.00 foot radius curve to the right (center bears North 48°10'34" West and the chord bears South 44°04'48" West 31.10 feet with a central angle of 04°30'44");

thence North 45°06'53" West 11.00 feet;

thence Northeasterly 29.85 feet along the arc of a 384.00 foot radius curve to the left (center bears North 43°37'21" West and the chord bears North 44°09'01" East 29.85 feet with a central angle of 04°27'16") to the point of beginning.

Contains 335 Square Feet or 0.008 Acres