

**RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:**

Oquirrh Point Improvement District

13 Pier Place

Stansbury Park, UT 84074

Attn: Joseph White

187385-DWP

Tax ID No. 19-079-0-0003

**ASSIGNMENT
OF
RIGHT-OF-WAY AND EASEMENT GRANT**

This ASSIGNMENT OF RIGHT-OF-WAY AND EASEMENT GRANT (this “**Assignment**”) is entered into by and between Meadowbrook Water Users Association, a Utah corporation (“**Assignor**”) and Oquirrh Point Improvement District, a Utah special district (“**Assignee**”).

A. On or around February 6, 2019, Utah Youth Village, Inc., d.b.a Meadowbrook Ranch Estates (“**Original Grantor**”) executed a Right-of-Way and Easement Grant (the “**Easement Grant**”), pursuant to which Original Grantor granted Assignor a water easement with respect to the real property contemplated therein. The Easement Grant was recorded in the Tooele County Recorder’s Office on February 6, 2019 as Entry No. 480813.

B. In conjunction with Assignee’s acquisition of substantially all of the operating assets of Assignor, Assignor desires to transfer and assign to Assignee, and Assignee desires to expressly receive, assume and accept from Assignor, all of Assignor’s rights and interests in and to the Easement Grant, as provided herein.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby declares as follows:

1. Assignment. Assignor does hereby transfer, assign and convey to Assignee, and Assignee does hereby receive, assume and accept from Assignor, all of Assignor’s right, title, interest, obligations, covenants and agreement relating to, concerning, or arising out of the Easement Grant. A copy of the Easement Grant is attached hereto and incorporated by reference herein.

2. Governing Law; Disputes. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah. In the event of any legal dispute regarding the interpretation or enforcement of this Assignment, the prevailing party shall be entitled to recover from the losing party all of the prevailing party’s costs and expenses, including court costs and reasonable attorneys’ fees.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date signed below.

ASSIGNOR:

MEADOWBROOK WATER USERS
ASSOCIATION, a Utah nonprofit corporation

By: [Signature]
Name: Chris Meacham
Title: President

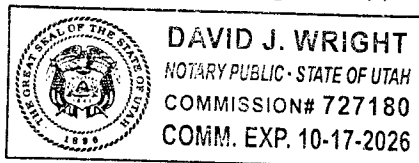
ASSIGNEE:

OQUIRRH POINT IMPROVEMENT
DISTRICT, a Utah special district

By: [Signature]
Name: Dell Nichols
Title: Chairman

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

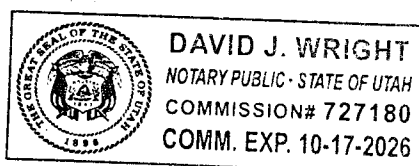
On this 25 day of February 2025, personally appeared before me, the undersigned Notary Public, Chris Meacham, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



[Signature]
NOTARY PUBLIC

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 25 day of February 2025, personally appeared before me, the undersigned Notary Public, Dell Nichols, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



[Signature]
NOTARY PUBLIC

EXHIBIT 'A'

RIGHT OF WAY EASEMENT GRANT, ENTRY 480813

WHEN RECORDED MAIL TO:
Meadowbrook Water Users Assoc.
5800 So. Highland Drive
Holladay, Utah 84121

Entry #: 480813
02/06/2019 09:49:30 AM EASEMENT
Page: 1 of 5
FEE \$18.00 BY MEADOWBROOK WATER USER ASSOC
, Tooele County Recorder

Space above for County Recorder's use
PARCEL I.D.# 19-079-0-0003

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 the Meadowbrook Water Users Association, a Utah corporation, 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 access, construct, lay, maintain, operate, repair, service, alter, inspect, protect, make connections to, remove and replace pipelines, pumps, pump stations, valves, valve boxes, power lines, power panels, the well and related equipment and facilities (hereinafter collectively called the "Water Easement"), under, over, through and across Lot #3 of the Meadowbrook Subdivision, as recorded in the Tooele County Recorder's Office, and more particularly described in Exhibits "A" and "B" which are attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as the Water Easement 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, service, make connections to, remove and replace the same and to connect to and use the core components of the Meadowbrook Water System. 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 Easement 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 within a 40 foot radius around the well or which impairs in any way Grantee's right to access, operate, maintain, repair and replace the Water Easement. 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 Easement or that may be within 20 feet of the well or power panel.

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.

WITNESS the execution hereof this 6th day of February, 2019.

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

Eric W. Bjorklund, President

STATE OF UTAH

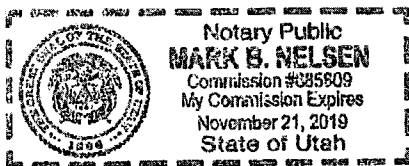
)


) ss.

COUNTY OF UTAH

)

On this 6th day of February, 2019 personally appeared before me Eric W. Bjorklund 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.




Mark B. Nelson Notary Public

MeadowBrook Ranch Estates Lot 3 Property

EXHIBIT "A"

LEGAL DESCRIPTION OF PERPETUAL EASEMENT

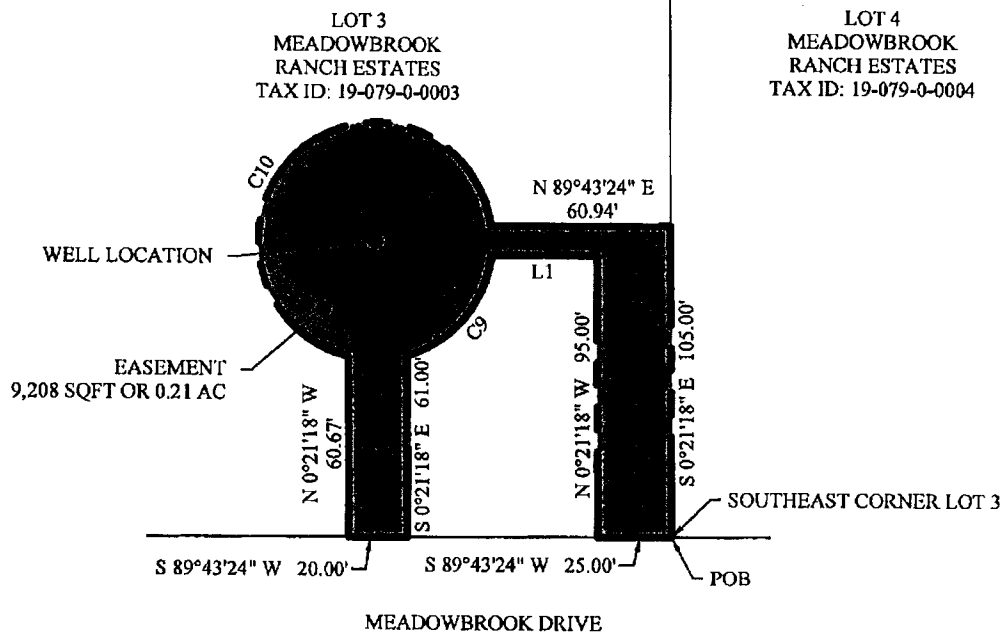
BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

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 35.84 FEET TO A POINT ON A 40.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THE CENTER OF WHICH BEARS NORTH 83°43'47" WEST; THENCE SOUTHWESTERLY 47.51 FEET ALONG SAID 40.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 68°03'01" AND A LONG CHORD OF SOUTH 40°17'43" WEST 44.76 FEET; THENCE SOUTH 00°21'18" EAST 61.00 FEET TO THE SOUTH LINE OF LOT 3; THENCE SOUTH 89°43'24" WEST 20.00 FEET ALONG SAID SOUTH LOT LINE; THENCE NORTH 00°21'18" WEST 60.67 FEET TO A POINT ON A 40.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THE CENTER OF WHICH BEARS NORTH 13°16'44" EAST; THENCE NORTHEASTERLY 173.58 FEET ALONG SAID 40.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 248°37'45" AND A LONG CHORD OF NORTH 47°35'36" EAST 66.08 FEET; THENCE NORTH 89°43'24" EAST 60.94 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.

CONTAINS: 9,208 SQUARE FEET, OR 0.21 ACRE.

Line Table		
Line #	Length	Direction
L1	35.84	S89° 43' 24"W

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C9	47.51	40.00	68°03'01"	S40°17'43"W	44.76
C10	173.58	40.00	248°37'45"	N47°35'36"E	66.08



Ward Engineering Group

Planning ★ Engineering ★ Surveying

231 West 800 South, Suite A
Salt Lake City, Utah 84101

Phone: (801)487-8040 Fax: (801)487-8668

EASEMENT EXHIBIT B
TID #19-079-0-0003
 SITUATE IN THE SOUTHWEST QUARTER OF SECTION
 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT
 LAKE BASE & MERIDIAN, TOOELE COUNTY, UTAH

DATE: 10/01/2018
 SCALE: 1"=80'
 DRAWN BY: RBJ
 SHEET NO.: 1 OF 1