

**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. 03-024-0-0007

Tax ID No. 98-000-0-0035

**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 Tooele Investors LLC, a Utah limited liability company ("Assignor") and Oquirrh Point Improvement District, a Utah special district ("Assignee").

A. On or around July 27, 2018, Questar Gas Company doing business as Dominion Energy Utah, a corporation of the State of Utah ("Original Grantor") executed a Right-of-Way and Easement Grant (the "Easement Grant"), pursuant to which Original Grantor granted Assignor a water pipeline easement with respect to the real property contemplated therein. The Easement Grant was recorded in the Tooele County Recorder's Office on August 3, 2018 as Entry No. 471942.

B. In conjunction with Assignee's acquisition of substantially all of the operating assets of Meadowbrook Water Users Association, a nonprofit mutual water corporation of which Assignor is a shareholder, 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.

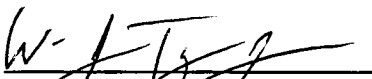
2. Governing Law; Disputes. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah. In the event of any legal dispute regarding the interpretation or enforcement of this Assignment, the prevailing party shall be entitled to recover

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:**

TOOELE INVESTORS, LLC, a Utah limited liability company

By:   
Name: W. James Tozer, Jr.  
Title: Manager

STATE OF New York,  
COUNTY OF New York:SS

On this 24 day of March 2025, personally appeared before me, the undersigned Notary Public, W. James Tozer, Jr., 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.

  
NOTARY PUBLIC

IVONNE CRUZ  
Notary Public, State of New York  
No. 01CR0013365  
Qualified in New York County  
Commission Expires October 25, 20 26

**ASSIGNEE:**

OQUIRRH POINT IMPROVEMENT DISTRICT, a Utah special district

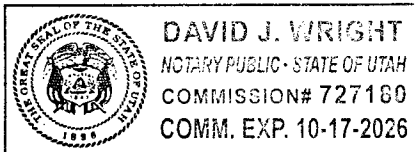
By: 

Name: Dell Nichols

Title: Chairman

STATE OF UTAH                    )  
  :SS  
COUNTY OF Davis            )

On this 18 day of March 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.



  
\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT 'A'

RIGHT OF WAY EASEMENT GRANT, ENTRY 471942

Entry #: 471942

08/03/2018 03:20 PM EASEMENT

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FEE: \$16.00 BY: TOOEE INVESTORS LLC  
Jerry Houghton, Tooele County, Utah Recorder

**WHEN RECORDED MAIL TO:**

Tooele Investors LLC  
c/o Vectra Management Group  
505 Park Avenue, Suite 403  
New York, NY 10022

Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
40740.QUES.PLS

*Space above for County Recorder's use*  
PARCEL I.D.# 03-024-0-0007

**RIGHT-OF-WAY AND EASEMENT GRANT**  
**40740**

QUESTAR GAS COMPANY Doing Business as DOMINION ENERGY UTAH, a corporation of the State of Utah, "Grantor", does hereby convey and warrant to TOOEE 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 right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes (hereinafter collectively called "Water Pipeline"), 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:

A 20 FOOT WIDE STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOEE COUNTY, UTAH. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF GRANTOR'S PROPERTY, SAID POINT BEING SOUTH 89°50'12" WEST 33.00 FEET ALONG THE EAST-WEST MIDSECTION LINE FROM THE MONUMENT AT THE EAST QUARTER CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°50'12" WEST 20.00 FEET ALONG GRANTOR'S SOUTH PROPERTY LINE; THENCE NORTH 00°09'48" WEST 110.00 FEET TO A POINT ON THE GRANTOR'S NORTH PROPERTY LINE; THENCE NORTH 89°50'12" EAST 20.00 FEET ALONG GRANTOR'S NORTH PROPERTY LINE TO THE NORTHEAST CORNER OF GRANTOR'S PROPERTY; THENCE SOUTH 00°09'48" EAST 110.00 FEET ALONG GRANTOR'S EAST PROPERTY LINE TO THE POINT OF BEGINNING.

CONTAINS: 0.05 ACRES ( 2,200.0 SQ FT)

As shown in Exhibit A attached, which by reference is made a part thereof.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as such water pipeline shall be maintained, 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. 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 with the water pipeline or any other rights 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, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Water Pipeline.
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 damage the Water Pipeline.
4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Water Pipeline.
5. Grantee shall have the right to cut and remove 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.

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 27<sup>th</sup> day of July 2018.

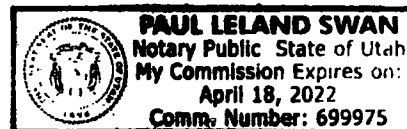
DOMINION ENERGY UTAH

By Joseph D. Kesh  
Its Authorized Representative

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.  
UTAH )

On the 27 day of July, 2018 personally appeared before me JOSEPH KESL who, being duly sworn, did say that he is the Authorized Representative of Dominion Energy Utah and that the foregoing instrument was signed on behalf of said company by authority of its ORGANIZATION.

[Signature]  
Notary Public



## Exhibit A

