

**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. 03-014-0-0005

RIGHT-OF-WAY AND EASEMENT GRANT

TOOELE INVESTORS LLC, a Utah limited liability company, ("Grantor"), does hereby convey and warrant to Oquirrh Point Improvement District, a Utah special district ("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 construct, lay, maintain, operate, repair, service, alter, inspect, protect, make connections to, remove and replace a water pipeline, valves, valve boxes and related equipment and facilities (hereinafter collective the "*Water Pipeline*"), under, over, through and across the real property situated in the County of Tooele, State of Utah, and more particularly described in Exhibit A and Exhibit B attached hereto and incorporated by reference.

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 roads) 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 use of the Water Pipeline as intended 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 interfere with and/or damage the Water Pipeline.

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 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, and without any obligation or restoration or compensation.

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 attorneys' 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.

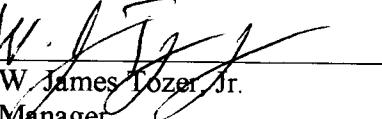
[Signature page to follow]

WITNESS the execution hereof this 1 day of March 2025.

April

GRANTOR:

TOOELE INVESTORS, LLC, a Utah limited
liability company

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

STATE OF New York)
:SS
COUNTY OF New York)

April

On this 1 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. 01CR6013355
Qualified in New York County
Commission Expires October 25, 2026

[Exhibits to follow]

Tooele Investors LLC Property-TID #03-014-0-0005

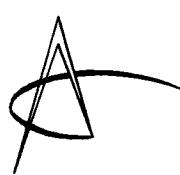
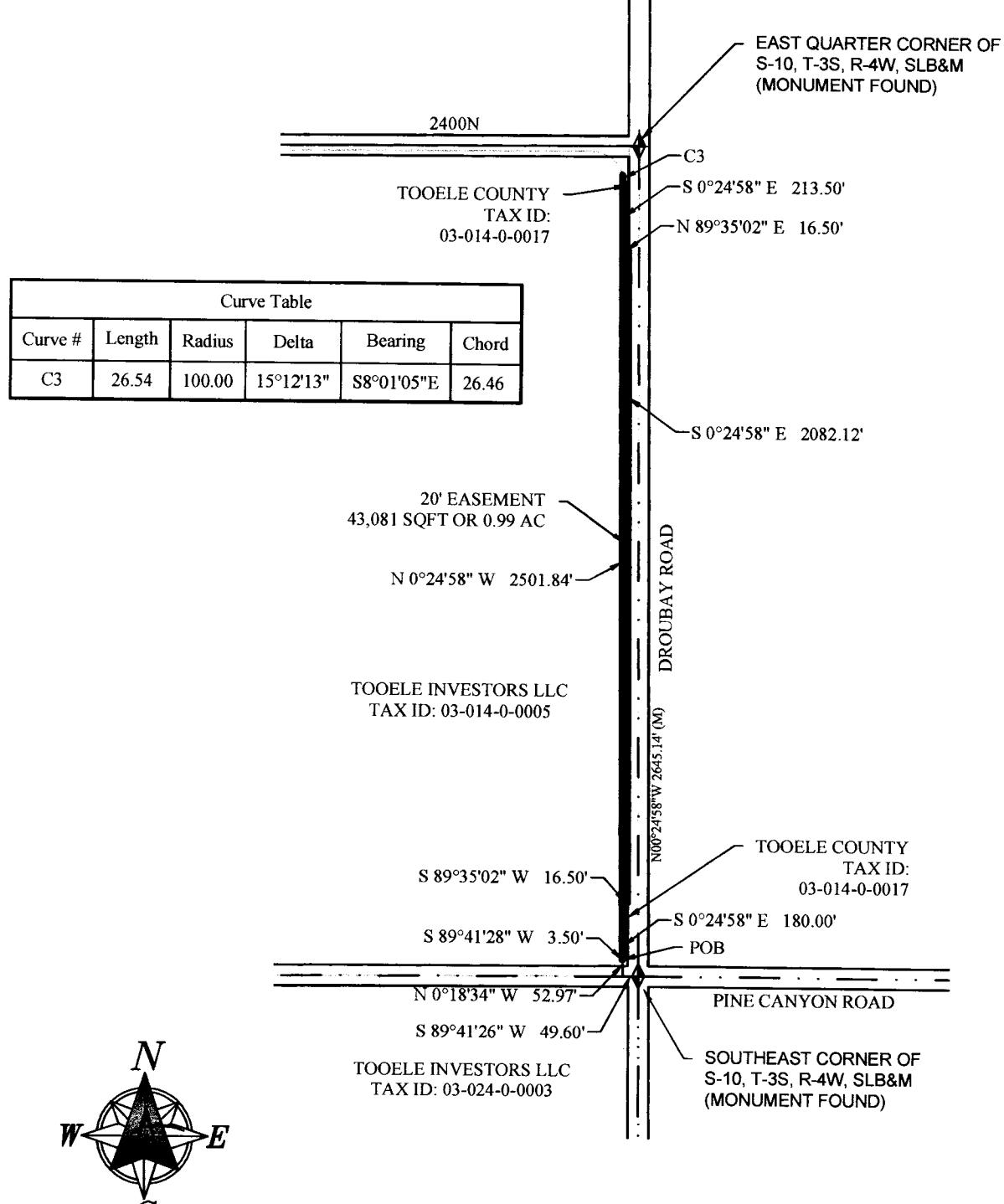
EXHIBIT "A"

LEGAL DESCRIPTION OF PERPETUAL EASEMENT

A 20 FOOT STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELLE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF GRANTOR'S PROPERTY. SAID POINT BEING SOUTH 89°41'26" WEST 49.60 FEET ALONG THE EAST-WEST SECTION LINE AND NORTH 0°18'34" WEST 52.97 FEET FROM THE MONUMENT AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN. AND RUNNING THENCE SOUTH 89°41'28" WEST 3.50 FEET TO A POINT; THENCE NORTH 0°24'58" WEST 2501.84 FEET TO A POINT ON THE WEST PROPERTY LINE OF TOOELLE COUNTY PARCEL 03-014-0-0017; THENCE SOUTHEASTERLY 26.54 FEET ALONG A 100.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15°12'13" AND A LONG CHORD OF SOUTH 08°01'05" EAST 26.46 FEET TO A POINT ON THE WEST PROPERTY LINE OF SAID TOOELLE COUNTY PARCEL 03-014-0-0017; THENCE SOUTH 0°24'58" EAST 213.50 FEET ALONG WEST PROPERTY LINE OF SAID TOOELLE COUNTY PARCEL 03-014-0-0017 TO THE SOUTHWEST CORNER OF SAID TOOELLE COUNTY PARCEL 03-014-0-0017; THENCE NORTH 89°35'02" EAST 16.50 FEET TO THE SOUTHEAST CORNER OF SAID TOOELLE COUNTY PARCEL 03-014-0-0017; THENCE SOUTH 0°24'58" EAST 2082.12 FEET TO THE NORTHEAST CORNER OF TOOELLE COUNTY PARCEL 03-014-0-0017; THENCE SOUTH 89°35'02" WEST 16.50 FEET TO THE NORTHWEST CORNER OF TOOELLE COUNTY PARCEL 03-014-0-0017; THENCE SOUTH 00°24'58" EAST 180.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 43,081 SQUARE FEET, OR 0.99 ACRE.



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 #03-014-0-0005

SITUATE IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN. TOOELE COUNTY, UTAH

DATE: 07/10/2018
SCALE: 1"=500'
DRAWN BY: RBJ
SHEET NO.: 1 OF 1