

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

Oquirrh Point Improvement District
13 Pier Place
Stansbury Park, UT 84074
Attn: Joseph White

18738S - DWI

Tax ID No. 03-024-0-0003

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.

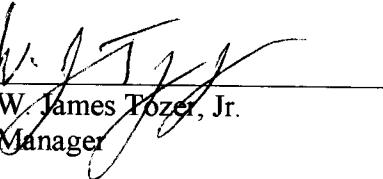
[Signature page to follow]

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. 01CH6013365
Qualified in New York County
Commission Expires October 25, 2026

[Exhibits to follow]

Tooele Investors LLC Property-TID #03-024-0-0003

EXHIBIT "A"

LEGAL DESCRIPTION OF PERPETUAL EASEMENT #1

A 20 FOOT STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOEL COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GRANTOR'S PROPERTY. SAID POINT BEING SOUTH $89^{\circ}41'26''$ WEST 32.97 FEET ALONG THE SECTION LINE AND SOUTH $0^{\circ}21'02''$ EAST 233.00 FEET FROM THE MONUMENT AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN. AND RUNNING THENCE SOUTH $0^{\circ}21'26''$ EAST 607.87 FEET ALONG GRANTOR'S EAST PROPERTY LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF DROUBAY ROAD TO THE NORTHEAST CORNER OF LARAMIE DUNN PROPERTY; THENCE SOUTH $89^{\circ}38'34''$ WEST 20.00 FEET ALONG THE NORTH PROPERTY LINE OF SAID LARAMIE DUNN; THENCE NORTH $0^{\circ}21'26''$ WEST 807.88 FEET TO A POINT ON THE GRANTOR'S NORTH PROPERTY LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF PINE CANYON ROAD; THENCE ALONG GRANTOR'S NORTH PROPERTY LINE NORTH $89^{\circ}41'26''$ EAST 3.50 FEET TO THE NORTHWEST CORNER OF TOOEL COUNTY PARCEL 03-024-0-0004; THENCE SOUTH $00^{\circ}21'26''$ EAST 200.00 FEET ALONG THE WEST PROPERTY LINE OF SAID TOOEL COUNTY PARCEL 03-024-0-0004 TO THE SOUTHWEST CORNER OF SAID TOOEL COUNTY PARCEL 03-024-0-0004; THENCE NORTH $89^{\circ}38'34''$ EAST 16.50 FEET ALONG SOUTH PROPERTY LINE OF SAID TOOEL COUNTY PARCEL 03-024-0-0004 TO THE POINT OF BEGINNING.

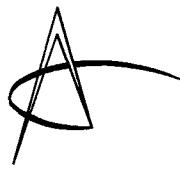
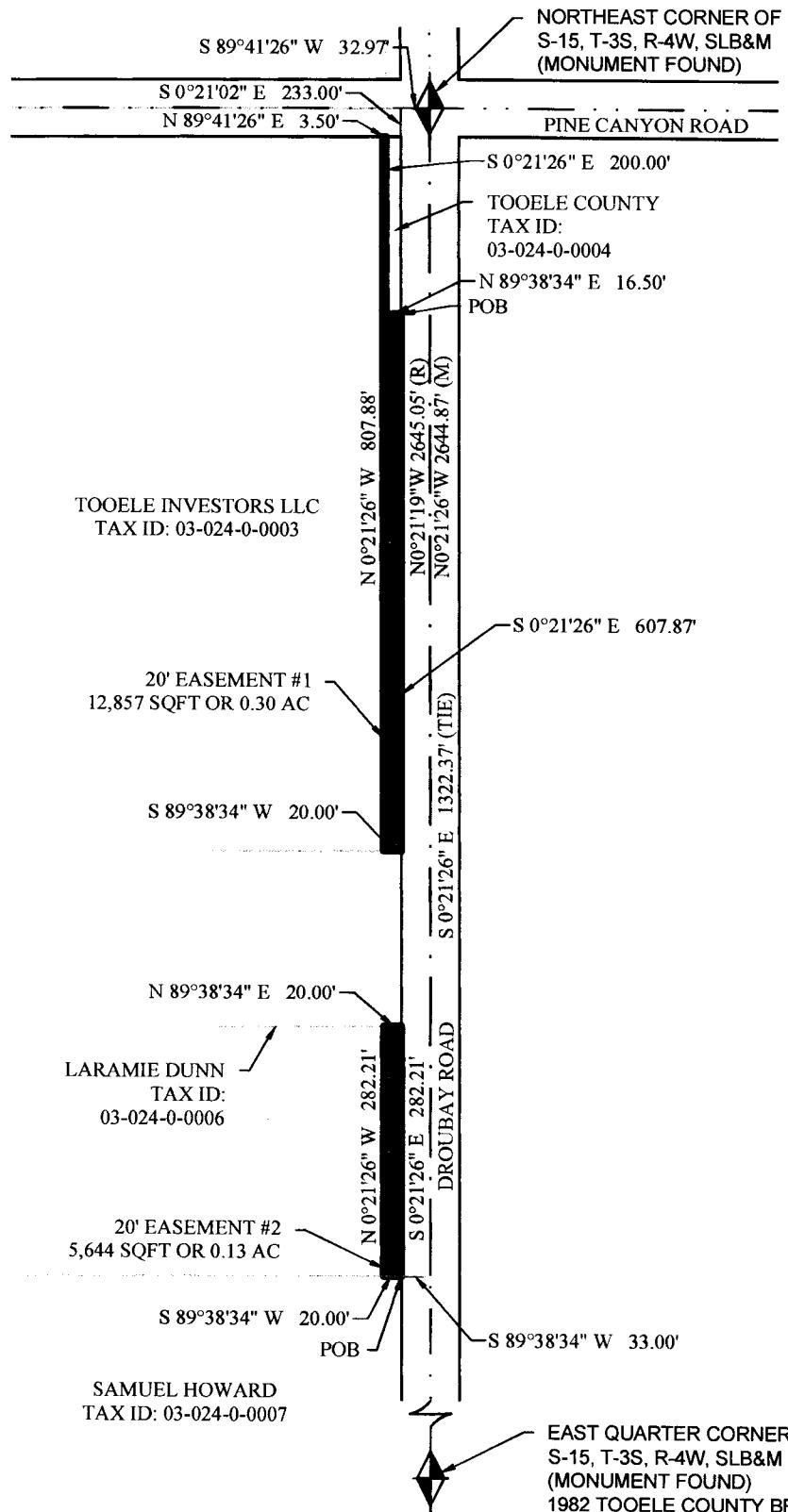
CONTAINS: 12,857 SQUARE FEET, OR 0.30 ACRE.

LEGAL DESCRIPTION OF PERPETUAL EASEMENT #2

A 20 FOOT STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOEL COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF GRANTOR'S PROPERTY. SAID POINT BEING SOUTH $0^{\circ}21'26''$ EAST 1322.37 FEET ALONG THE SECTION LINE AND SOUTH $89^{\circ}38'34''$ WEST 33.00 FEET FROM THE MONUMENT AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN. AND RUNNING THENCE SOUTH $89^{\circ}38'34''$ WEST 20.00 FEET ALONG GRANTOR'S SOUTH PROPERTY LINE; THENCE NORTH $0^{\circ}21'26''$ WEST 282.21 FEET TO A POINT ON THE SOUTH LINE OF LARAMIE DUNN PROPERTY; THENCE NORTH $89^{\circ}38'34''$ EAST 20.00 FEET ALONG SAID PROPERTY LINE TO A POINT ON THE WEST RIGHT OF WAY LINE OF DROUBAY ROAD; THENCE SOUTH $0^{\circ}21'26''$ EAST 282.21 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

CONTAINS: 5644 SQUARE FEET, OR 0.13 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 #03-024-0-0003

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

DATE: 07/10/2018
SCALE: 1"=200'
DRAWN BY: RBJ
SHEET NO.: 1 OF 1