

**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. 98-000-0-0035

Tax ID No. 03-022-0-0004

**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 September 19, 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 September 20, 2018 as Entry No. 474433.

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

ASSIGNEE:

OQUIRRH POINT IMPROVEMENT DISTRICT, a Utah special district

By: _____

Name: Dell Nichols

Title: Chairman

STATE OF _____)

:SS

COUNTY OF _____)

On this ____ day of February 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.

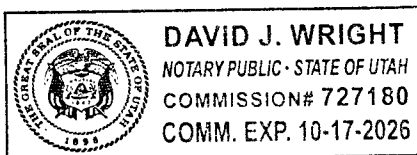
NOTARY PUBLIC

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.



NOTARY PUBLIC

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: W. James Tozer, Jr.Name: W. James Tozer, Jr.Title: Manager**ASSIGNEE:**

OQUIRRH POINT IMPROVEMENT DISTRICT, a Utah special district

By: Dell NicholsName: Dell NicholsTitle: Chairman*Signed in counterpart*

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

On this 4 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.

IVONNE CRUZ
Notary Public, State of New York
No. 01086013365
Qualified in New York County
Commission Expires October 25, 2026

Ivonne Cruz
NOTARY PUBLIC

STATE OF UTAH)
:SS
COUNTY OF _____)

On this ____ 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.

Signed in counterpart

NOTARY PUBLIC

EXHIBIT 'A'

RIGHT OF WAY EASEMENT GRANT ENTRY 474433

WHEN RECORDED MAIL TO:

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

Entry #: 474433
09/20/2018 08:39:56 AM EASEMENT

Page: 1 of 4
FEE \$16.00 BY TOOEELE INVESTORS LLC
Jerry Houghton, Tooele County Recorder

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

Space above for County Recorder's use
PARCEL I.D.# 98-000-0-0035

RIGHT-OF-WAY AND EASEMENT GRANT
East Side of Droubay Road

QUESTAR GAS COMPANY doing business as DOMINION ENERGY UTAH, a corporation of the State of Utah, "Grantor", does hereby convey and warrant to TOOEELE 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 perpetual right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace a water pipeline, valves, valve boxes and related equipment and facilities (hereinafter collectively called the "Water Pipeline"), under, over, 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 STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOEELE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF GRANTOR'S PROPERTY. SAID POINT BEING NORTH 89°43'24" EAST 33.00 FEET ALONG THE EAST-WEST QUARTER SECTION LINE FROM THE MONUMENT AT THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN. AND RUNNING THENCE NORTH 00°21'26" WEST 70.00 FEET ALONG THE EAST RIGHT OF WAY LINE OF DROUBAY ROAD; THENCE NORTH 89°43'24" EAST 20.00 FEET TO A POINT; THENCE SOUTH 00°21'26" EAST 70.00 FEET TO A POINT ON THE EAST-WEST QUARTER

SECTION LINE; THENCE SOUTH 89°43'24" WEST 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,400 SQUARE FEET, OR 0.03 ACRE.

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

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as the 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 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(s), and without any obligation of 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 attorney's fees, arising out of or by any reason of Grantee's use of the easement or any activities conducted thereon by Grantee, his/her/its agents, employees, invitees or as a result of Grantee'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.

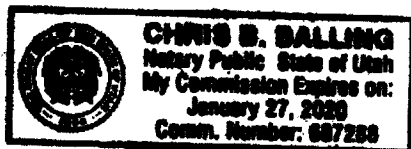
WITNESS the execution hereof this 19th day of September, 2018.

DOMINION ENERGY UTAH

By Joseph D. Kessler
Its: Authorized Representative

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

On the 19th day of September, 2018 personally appeared before me JOSEPH D. KESSLER who, being duly sworn, did say that he is an Authorized Representative of Questar Gas Company, dba Dominion Energy Utah, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.



Chris B. Balling
Notary Public

EXHIBIT A

