

When Recorded, Return To:)
Tooele City Corporation
Attention: City Attorney
90 North Main
Tooele, UT 84074
(435) 843-2120

Ent: 377526 - Pg 1 of 22
Date: 11/21/2012 04:01 PM
Fee: \$0.00
Filed By: cp
Jerry M. Houghton, Recorder
Tooele County Corporation
For: TOOELE CITY CORP

Affecting Parcel Nos.: 3-47-2, 3-47-5, 3-47-7, 2-146-3

WATER SERVICE AGREEMENT

This Water Service Agreement (the "Agreement") is entered into as of this 1st day of October, 2012, by and between Clegg Livestock Co., Inc., Lazy C Cattle Co., Inc., 7C Livestock Company, Inc., and Joseph Bruce Clegg, Trustee of the Joseph Bruce Clegg Family Trust (established in 1992 and located at 358 E. Church Road, Erda, UT 84074) (collectively "Clegg") and Tooele City Corporation (the "City") (collectively the "Parties").

RECITALS

1. Under that certain Easement dated August 26, 1998, and recorded September 11, 1998, in the Tooele County Recorder's Office (Entry No. 117941, Book No. 0526, Page Nos. 0867-0877), Clegg granted to the City certain permanent real property interests for the City's sewer interceptor "B", and the City granted to Clegg certain rights to connect to the City's culinary water system for stock watering purposes.

2. The Parties desire to amend the Easement's provisions to, among other things, more accurately determine the amount of City water taken from the City's water system, to more accurately determine the sums to be paid by Clegg for use of City water, to determine which of the Parties is responsible for which water connections, and to avoid waste of the City's culinary water resource.

3. Incidental to this Agreement, the City has agreed to write off \$119,110 in water billings for water used by Clegg Livestock Co, Inc. and 7C Livestock Company, Inc., representing the difference between water meter readings and reported livestock head counts, as well as other costs incurred but not billed by the City for various reasons.

AGREEMENT

Now, therefore, in exchange for the mutual covenants, promises, and other good and valuable consideration contained in this Agreement, the sufficiency of which is hereby acknowledged by the Parties, the City and Clegg covenant and agree as follows:

1. Easement Consideration. Clegg hereby acknowledges and agrees that the City has provided adequate consideration under the Easement for the real property interests conveyed to the City thereby. The permanent real property interests conveyed to the City by the Easement remain unaffected by this Agreement.

2. Easement Amendment. This Agreement shall amend the Easement to the extent described herein and as shown in Exhibit 1.

3. Water Connections.

a. The City hereby allows Clegg to make seven connection points (the "Connections") to the City's culinary water system on real property owned by Clegg and on real property owned by third parties and leased to Clegg in Sections 7, 12, and 20 in Township 3 South and Ranges 4 and 5 West. The Connections correspond to the following City water meter numbers (the "Meters") and water account numbers:

Connection Number	Water Meter Number	Water Account Number
1	57364395	110-29477-01
2	57364397	110-27853-01
3	57364398	110-29539-01
4	69729049	110-27861-01
5	60709600	107-27623-01
6	68681787	107-27757-01
7	71464548	110-27855-01

The approximate locations of the Connections and Meters are illustrated on the map attached as Exhibit 2.

b. Water used pursuant to the Connections and through the Meters may be used only on real property owned by Clegg and on real property owned by third parties and leased to Clegg for livestock grazing purposes. Clegg shall provide copies of any such leases to the City. Should any such lease be terminated, the City shall have the right to terminate the Connections and disconnect the Meters located on the property subject to the terminated lease. Each of the Connections and the Meters shall be governed by City culinary water ordinances, policies, and fees, as may be amended from time to time. Clegg shall have no contractual right under the Easement or this Agreement to additional connections. Additional connections, however, may be obtained independent of the Easement or this Agreement pursuant to City culinary water ordinances, policies, and fees, as may be amended from time to time.

4. Purpose of Water Connections. The purpose of the Connections is to provide water for livestock. The Connections may not be used for industrial, municipal, domestic, other agricultural, or other purposes.

5. Water Payments. Clegg shall pay for all City water delivered through the Meters according to meter readings taken from the Meters by City personnel beginning September 2008, and according to City water ordinances, policies, and fees, as may be amended from time to time. Clegg shall be responsible to pay for all water flowing through the Meters, including waste. Clegg Livestock Co., Inc., and 7C Livestock Company, Inc., acknowledge an outstanding water balance of \$6,033.33 (as of November 13, 2012), which 7C Livestock Company, Inc., agrees to pay by November 31, 2012.

6. Termination of Water Service. In the event of non-payment for water used through one or more of the Meters, the City may terminate the Connections for which water remains unpaid in full. The City may also terminate any given Connection for abandonment, evidenced by non-use of a Meter for twelve consecutive months. Wasted water shall not be considered in determining abandonment. Service may be restored pursuant to City culinary water ordinances and policies, as may be amended from time to time.

7. Water Meters.

a. The Clegg parties shall be responsible for payment of water invoices for water meters corresponding to the following water account numbers:

- i. Lazy C Cattle Co., Inc.:
117-27623-01
107-27757-01
- ii. 7C Livestock Company., Inc.:
110-29477-01
110-27853-01
110-29539-01
110-27861-01
110-27855-01

b. The City shall be responsible for turning Meters on and off, as appropriate. Clegg shall not turn Meters on or off. In the event that one or more of the Meters breaks or malfunctions, the broken or malfunctioning Meters shall be repaired or replaced by the City, provided that Clegg shall pay the cost of repair or replacement when it appears that the Meters broke or malfunctioned due to Clegg's knowing or negligent acts as opposed to normal wear and tear. Clegg shall be responsible for installing, repairing, and maintaining all portions of water lines leading from the Meters to water troughs.

c. Any Clegg party responsible for a water meter and water account subject to this Agreement may close the account upon payment of the account balance in full and upon requesting that the account be closed. Closure of the account will end that Clegg party's responsibility for that account and the associated meter. Thereafter, any Clegg party may open a new account associated with an unused meter corresponding to the Water Connections identified in paragraph 3, above, upon which event the City will assign a new meter number. The opening and closing of accounts governed by this Agreement may be performed administratively by the City without amendment to this Agreement.

8. Waste. Clegg acknowledges that City culinary water is a valuable and finite resource. Clegg shall avoid the waste of water. Clegg acknowledges an affirmative duty to notify promptly the City of broken or malfunctioning Meters.

9. Access to Meters. Clegg shall allow City personnel to access the Meters according to the access routes identified on Exhibit 2 or other access roads as may be agreed to verbally or in writing by the Parties from time to time. To the extent that Clegg blocks the access routes with gates, Clegg shall provide to the City a key to each locked gate or allow the City to include its own lock in the chain.

10. Sewer Connections. Clegg shall have no contractual right under the Easement or this Agreement to any connections to the City sanitary sewer system. Connections to the City sanitary sewer system, however, may be obtained independent of the Easement or this Agreement pursuant to City sanitary sewer ordinances, policies, and fees, as may be amended from time to time.

11. Miscellaneous.

a. No Waiver. The failure by the City to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a failure to perform thereof, shall not constitute a waiver by the City of any such failure to perform or any other covenant, agreement, term, or condition.

b. Successors and Assigns. This Agreement is not assignable by Clegg without the prior written consent of the City. The City will grant consent to assign upon Clegg demonstrating that the proposed assignee is a lawfully established successor corporation, trustee, beneficiary, or other successor association of any of the Clegg parties to this Agreement, or is the Howard J. Clegg Grandchildren's Trust. This Agreement may be assigned by the City to the Tooele City Water Special Service District.

c. Third-Party Beneficiaries. Nothing in this Agreement is intended for the benefit of any other party except for the named Parties to this Agreement and their authorized successors and assigns. Specifically, the Parties acknowledge and agree that the Howard J. Clegg Grandchildren's Trust, Tooele Associates L.P., the England family, the Wayne Shields family, the State of Utah, Dee Curtis, and Poulton Investment Co. are not beneficiaries of the Easement or of this Agreement.

d. Amendment to Agreement. Any amendment to this Agreement must be in a writing signed by duly authorized representatives of all of the Parties hereto, in conformance with state and local law, and affirmatively stating the intent of the Parties to amend this Agreement. The City may amend its culinary water and sanitary sewer ordinances, policies, and fees without amendment to this Agreement. The Parties may amend access routes to the Meters without amendment to this Agreement.

e. Entire Agreement. This Agreement constitutes the final expression of the Parties as to the terms of this Agreement and the subject matter hereof, including particularly the connections to the City culinary water system and the payment for City water. This Agreement supersedes all prior agreements, negotiations, and discussions between the Parties and/or their respective counsel with respect to the subject matter covered hereby. Except as expressly stated in this Agreement, no party hereto has made any statement or representation to any other party hereto regarding the facts relied upon by said party in entering into this Agreement, and each party hereto specifically does not rely upon any statement, representation, or promise of any other party hereto in executing this Agreement, except as expressly stated in this Agreement. Each party and their attorneys, if the party so chose, had the opportunity to make such investigation of the facts pertaining to this Agreement, and all of the matters appertaining thereto, as they deem necessary.

f. Enforcement of Agreement. If any of the Parties to this Agreement bring an action or proceeding to enforce their rights hereunder, the prevailing party shall be entitled to recover its costs and expenses, including court costs and attorneys fees, if any, incurred in connection with such action or proceeding, including any court costs and attorneys fees incurred on appeal.

g. Headings. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, interpretation, or construction of any of the terms or provisions of this Agreement or the intent thereof.

h. Exhibits. Exhibits 1 and 2 are incorporated into and made a part of this Agreement.

i. Construction of Agreement. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of Utah, without giving effect to conflict of law principles. The terms of this Agreement have been negotiated by the Parties at arm's length, and the language of the Agreement shall not be construed in favor of or against any particular party.

j. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument. Signature and acknowledgement pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this document.

k. Recordation. Upon its full execution, the City shall record this Agreement, together with its exhibits, in the offices of the Tooele County Recorder.

l. Notices. All notices, demands, requests, or other communications required or permitted by this Lease shall be in writing and effective when received, and delivery shall be made personally, or by registered or certified mail, return receipt requested, postage prepaid, or overnight courier, addressed as follows:

Tooele City Corporation
Attention: Mayor
90 North Main
Tooele, UT 84074

With copy to City Attorney at same address.

Clegg Livestock Company, Inc.
358 E. Church Road
Erda, UT 84074

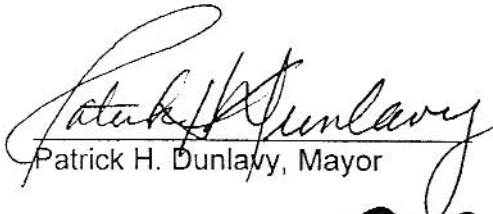
Lazy C Cattle Co., Inc.
5680 Holladay Blvd.
SLC, UT 84121

Joseph Bruce Clegg Family Trust
358 E. Church Road
Erda, UT 84074

7C Livestock Company, Inc.
358 E. Church Road
Erda, UT 84074

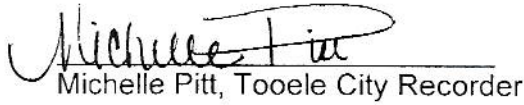
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first indicated above.

TOOELE CITY CORPORATION

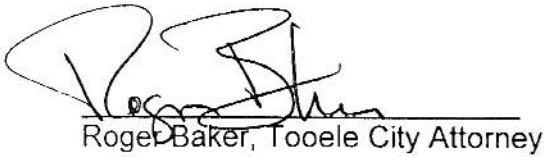

Patrick H. Dunlavy, Mayor

ATTEST:

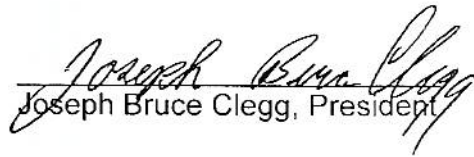



Michelle Pitt, Tooele City Recorder

APPROVED AS TO FORM:


Roger Baker, Tooele City Attorney

CLEGG LIVESTOCK COMPANY, INC.


Joseph Bruce Clegg, President

LAZY C CATTLE CO., INC.

Ryan Clegg, President

JOSEPH BRUCE CLEGG FAMILY TRUST


Joseph Bruce Clegg, Trustee

7C LIVESTOCK COMPANY, INC.


Joseph Bruce Clegg, President

STATE OF UTAH)
) ss.
COUNTY OF TOOELE)

Before me, a notary public, appeared Patrick H. Dunlavy, who did affirm to me that he is the Mayor of **Tooele City Corporation**, and that he did execute the foregoing instrument with due authority this 13th day of November, 2012.



Sue L. Casias
Notary Public
Residing in Tooele County, Utah

STATE OF UTAH)
) ss.
COUNTY OF TOOELE)

Before me, a notary public, appeared Joseph Bruce Clegg, who did affirm to me that he is the President of **Clegg Livestock Company, Inc.**, and that he did execute the foregoing instrument with due authority this 13th day of November, 2012.



Sue L. Casias
Notary Public
Residing in Tooele County, Utah

STATE OF UTAH)
) ss.
COUNTY OF TOOELE)

Before me, a notary public, appeared Ryan Clegg, who did affirm to me that he is the President of **Lazy C Cattle Co., Inc.**, and that he did execute the foregoing instrument with due authority this ____ day of _____, 2012.

Notary Public
Residing in Tooele County, Utah

STATE OF UTAH)
) ss.
COUNTY OF TOOELE)

Before me, a notary public, appeared Joseph Bruce Clegg, who did affirm to me that he is the Trustee of **Joseph Bruce Clegg Family Trust**, and that he did execute the foregoing instrument with due authority this 13th day of November, 2012.



Sue L. Casias
Notary Public
Residing in Tooele County, Utah

STATE OF UTAH)
) ss.
COUNTY OF TOOELE)

Before me, a notary public, appeared Joseph Bruce Clegg, who did affirm to me that he is the President of **7C Livestock Company, Inc.**, and that he did execute the foregoing instrument with due authority this 13th day of November, 2012.



Sue L. Casias
Notary Public
Residing in Tooele County, Utah

Exhibit 1

Amended Easement

WHEN RECORDED, MAIL TO:
City of Tooele
90 North Main
Tooele, Utah 84074

E 117941 B 0526 P 0867
Date 11-SEP-1998 12:26pm
Fee: No Fee Check
DONNA S. MCKENDRICK, Recorder
Filed By RGO
For TOOELE CITY CORPORATION
TOOELE COUNTY CORPORATION

EASEMENT
(Corporation)
Tooele County

Parcel No. 3B-6B, 9B & 10B
Project No. 596-143-03

Clegg Livestock Co. Inc. and Lazy C Cattle Co., Inc., (both Utah corporations) and Joseph Bruce Clegg Family Trust, herein collectively called GRANTOR, in consideration of the herein contained terms, hereby grants to Tooele City, a Utah municipal corporation, GRANTEE, the right to construct, operate, repair and maintain a perpetual easement for the construction and maintenance of a sanitary sewer Interceptor line and a temporary construction easement to facilitate the construction of the sanitary sewer interceptor line.

The perpetual easement as described in attached Exhibit "A" shall be for the purpose of constructing, operating, repairing and maintaining a sanitary sewer interceptor line. The temporary construction easement as described in attached Exhibit "B" shall be for the purpose of providing access to and facilitating the construction of the sanitary sewer interceptor line. The temporary construction easement is intended to automatically extinguish upon completion of construction of said interceptor line. The property described by Exhibits "A" and "B" shall hereinafter be referred to as PROPERTY.

TO HAVE AND TO HOLD for a perpetual easement subject to the following terms and conditions and any valid and existing rights:

1. ~~GRANTEE shall permit and allow for the installation of three permanent stock watering facilities, consisting of a 3/4 inch water service connection, an approved backflow prevention device, both installed in accordance with City standards as required by the City Director of Public Works, and a stock watering trough unit. There shall be three such troughs installed by Tooele County under separate agreement along what will eventually be 2400 North Street between Sheep Lane and 1200 West Street in Sections 7 and 12 of Township 3 South and Ranges 4 West and 5 West, respectively. The GRANTEE shall permit the three connection points and supply culinary water to be used for stock watering purposes. GRANTOR shall avoid the waste of water. "Waste" shall not include a temporary spillage or leakage if corrected promptly. Because many of these properties are not grazed during the frost season, whether to install frost-protection shall be the decision of GRANTOR. However, GRANTOR shall be responsible and liable for any frost damage done to the City's water system at or related to the GRANTORS' connection points, as well as for the water wasted as result of such damage. The GRANTEE shall not require a meter to be installed and shall charge GRANTOR the City's regular 3/4-inch meter monthly rate (base and usage fees), the usage fees being calculated based on an equivalency calculation of 10 gallons per head of livestock per day. For purposes of calculating the monthly fee, GRANTOR shall~~

E 117941 B 0526 P 0867

~~provide GRANTEE with their head count of livestock for the given month. In addition, the GRANTEE finds that the connections do not impact GRANTEE's culinary capital systems and, therefore, agrees to waive any impact fees that would otherwise be required by Tooele City ordinance. GRANTEE agrees not to charge GRANTOR monthly fees during those months of the year when the facilities are not in use and the connection is properly shut off. The GRANTEE shall allow such connections to continue until GRANTOR notifies the GRANTEE of their desire to terminate such connections, or until abandoned as defined by Utah law. The cost of installation of these stock watering facilities and connections to the City waterline are the sole responsibility of GRANTOR and are not to be borne by GRANTEE. For any connections made to the City waterline for stock watering purposes, GRANTEE shall only be obligated to supply surplus culinary water, however, should GRANTEE without GRANTOR'S written permission, decide to discontinue providing surplus water to said stock watering facilities, then GRANTEE hereby agrees to compensate the GRANTOR for the herein defined easement rights. Such purchase price shall be determined by a Utah licensed land appraiser mutually selected by GRANTOR and GRANTEE at time of discontinuance of surplus water service. The appraiser shall establish a fair market value of the permanent easement area described in Exhibit "A", which will become the purchase price that is due and payable immediately upon discontinuance of surplus water service by GRANTEE.~~

- ~~2. Two additional stock water connections shall be allowed by GRANTEE in Section 6, Township 3 South, Range 4 West, immediately west of the new wastewater treatment plant, provided GRANTOR leases land in Section 6. These additional stock water connections shall be provided to GRANTOR at the same cost as the City's regular 3/4-inch meter base and usage fees for each stock water connection made by GRANTOR. GRANTOR shall avoid the waste of water. "Waste" shall not include a temporary spillage or leakage if corrected promptly. Because many of these properties are not grazed during the frost season, whether to install frost-protection shall be the decision of GRANTOR. However, GRANTOR shall be responsible and liable for any frost damage done to the City's water system at or related to the GRANTORS' connection points, as well as for the water wasted as result of such damage. The cost of installing these additional connections including the service connection, backflow prevention device and stock watering trough shall be borne by the GRANTOR, however, GRANTEE agrees to waive any impact fees associated with these connections, for the reason stated above, and only assess the monthly user charges. GRANTEE agrees not to charge GRANTOR monthly fees during those months of the year when the facilities are not in use and the connection is properly shut off. The GRANTEE will not unreasonably withhold approval for these additional stock water connection points. For any connections made to the City waterline, GRANTEE shall only be obligated to supply surplus culinary water, however, should GRANTEE without GRANTOR'S written permission, decide to discontinue providing surplus water to those stock watering facilities then GRANTEE hereby agrees to compensate the GRANTOR for the herein defined easement rights. Such purchase price shall be determined by a Utah licensed land appraiser mutually selected by GRANTORS and GRANTEE at time of discontinuance of surplus water service. The appraiser shall establish a fair market value of the permanent easement area described in Exhibit "A", which will become the purchase price that is due and payable immediately upon discontinuance of surplus water service by GRANTEE.~~

3. GRANTOR shall have the right, at their expense, to make up to four additional connections for stock watering purposes to provide stock water to the northern portion of GRANTOR's properties and install pipelines to transport water north from the City water main lines that supplies the Deseret Peak County Complex. Each additional connection will be charged at the same rate previously described herein and any impact fee shall be waived for the reason stated above. GRANTEE agrees not to charge GRANTOR monthly fees during those months of the year when the facilities are not in use and the connection is properly shut off. The GRANTOR shall be responsible to make connections in a fashion approved by the City and shall install approved backflow prevention devices for each connection. GRANTOR shall avoid the waste of water. "Waste" shall not include a temporary spillage or leakage if corrected promptly. Because many of these properties are not grazed during the frost season, whether to install frost-protection shall be the decision of GRANTOR. However, GRANTOR shall be responsible and liable for any frost damage done to the City's water system at or related to the GRANTORS' connection points, as well as for the water wasted as result of such damage. All facilities shall be installed at GRANTORS' expense; however, the GRANTEE will not unreasonably withhold approval for these additional stock water connection points. For any connections made to the City waterline, GRANTEE shall only be obligated to supply surplus culinary water, however, should GRANTEE without GRANTOR'S written permission, decide to discontinue providing surplus water to those stock watering facilities then GRANTEE hereby agrees to compensate the GRANTOR for the herein defined easement rights. Such purchase price shall be determined by a Utah licensed land appraiser mutually selected by GRANTORS and GRANTEE at time of discontinuance of surplus water service. The appraiser shall establish a fair market value of the permanent easement area described in Exhibit "A", which will become the purchase price that is due and payable immediately upon discontinuance of surplus water service by GRANTEE.
4. GRANTOR leases properties from Tooele Associates, the England family, the Wayne Shields family, the State of Utah, Dee Curtis and Poulton Investment Co., generally described as Sections 4, 6, 7, 9, 16, 17, 18 in Township 3 South and Range 4 West which properties will require stock water until such time as grazing becomes impractical due to the cancellation of the leases. Stock water is currently delivered to said properties using a system of open ditches and ponds conducting and storing effluent from the present Tooele City wastewater treatment plant. GRANTEE shall not cut off or otherwise interfere with said existing distribution system until deemed necessary by the City to facilitate the City's new wastewater treatment plant and associated water reclamation facilities. After the new plant comes on line, GRANTOR shall have the right, at their expense, to make up to four additional connections to City water mains for stock watering purposes on the above described leased properties. Each additional connection will be charged at the same rate previously described herein and any impact or connection fees shall be waived. GRANTEE agrees not to charge GRANTOR monthly fees during those months of the year when the facilities are not in use and the connection is properly shut off. The GRANTOR shall be responsible to make connections in a fashion approved by the City and shall install approved backflow prevention devices for each connection. GRANTOR shall avoid waste of water. "Waste" shall not include a temporary spillage or leakage if corrected promptly. Because many of these properties are not grazed during the frost season, whether to install frost-protection shall be the decision of GRANTOR. However, GRANTOR shall be responsible and

~~be responsible and liable for any frost damage done to the City's water system at or related to the GRANTORS' connection points, as well as for the water wasted as result of such damage. All facilities shall be installed at GRANTOR's expense; however, the GRANTEE will not unreasonably withhold approval for these additional stock water connection points. The GRANTOR intends to use the culinary water at this time for stock watering purposes. In the event that the use of the water changes then GRANTOR will be required to comply with all Tooele City Ordinances and regulations concerning culinary water usage.~~

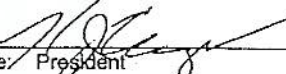
- ~~5. Additionally GRANTOR and the Howard J. Clegg Grandchildren's Trust own or rent properties to the southeast of the Property, including PROPERTY near the present Tooele City sewer plant, as well as the Bruce Clegg property more particularly described as SW¼ and S½NW¼, Section 9, Township 3 South, Range 4 West, S1B&M. All of these leased and owned properties have historically obtained stock water from the effluent from said present wastewater treatment plant, which is soon to close down. With respect to all such properties which currently receive stock water from the present plant and to the extent Tooele City has culinary water infrastructure and flow reasonably accessible to such points of need, GRANTORS shall be entitled to make up to four additional connections to City culinary water lines to provide stock water for these properties at the same rate discussed herein for each connection point, provided that GRANTOR provides necessary watering facilities including approved backflow protection devices, transport lines or methods (including trucking) and avoids waste of water. "Waste" shall not include a temporary spillage or leakage if corrected promptly. Because many of these properties are not grazed during the frost season, whether to install frost-protection shall be the decision of GRANTOR. However, GRANTOR shall be responsible and liable for any frost damage done to the City's water system at or related to the GRANTORS' connection points, as well as for the water wasted as result of such damage. GRANTEE agrees not to charge GRANTOR monthly fees during those months of the year when the facilities are not in use and the connection is properly shut off. The GRANTOR intends to use the culinary water at this time for stock watering purposes. In the event that the use of the water changes then GRANTOR will be required to comply with all Tooele City Ordinances and regulations concerning culinary water usage.~~
- ~~6. GRANTEE shall use reasonable and prudent construction methods to avoid unnecessary damage to the Property during the construction phase and any subsequent maintenance and repair activities. GRANTEE shall bring the ground surface back to grade and smooth and reseed it to dryland range grasses following installation and after any subsequent activity. Any surface evidence of GRANTEE'S work, such as manholes or pressure-relief stations, shall be constructed and maintained so as to create no unreasonable risk of harm to livestock or motor vehicles used in connection with livestock. The GRANTEE shall be deemed to have met its responsibility of creating "no unreasonable risk" by properly performing the following: Repairing any fences damaged by installation or maintenance activities of the GRANTEE, installing and maintaining visible markers identifying any above ground facilities installed by GRANTEE and installing and maintaining proper lids or covers on all below ground facilities.~~
- ~~7. GRANTOR anticipates utilizing the black plastic pipe burying machine of Glen Hamilton, or equivalent, which causes minimal surface and subsurface disturbance. GRANTEE~~

~~shall allow said lines to be placed along and across properties owned or controlled by GRANTEE such as, but not limited to, Cochrane Lane, Rogers Street, McKeller Street, 2000 and 2400 North Streets, the former WPRR right-of-way, etc. The GRANTOR shall be responsible to provide a design of these waterline crossings and obtain City approval prior to constructing such lines. Such approval shall not unreasonably be withheld. All construction, installation, and remediation will be to City standards as required by the City Director of Public Works.~~

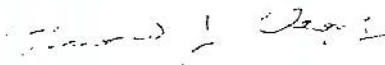
8. ~~Tooele City shall allow GRANTOR to make approved connections into its sewer Interceptor line "B" at any manhole on or adjoining GRANTOR'S property when the new wastewater treatment plant becomes functional; however, GRANTOR will be responsible to design, and obtain from The City Director of Public Works, approval of the design prior to making any connections. Normal and routine sewer fees shall not be waived by Tooele City.~~
9. It is understood that the GRANTEE shall have the right to assign use of this easement to other parties for the purpose of providing either culinary or secondary water distribution and sanitary sewer collection and conveyance. GRANTOR does not convey this easement for any utility purposes other than those directly associated with culinary and secondary water distribution and sanitary sewage collection and transport.
10. All parties agree that, should any of them default in any of the covenants or agreements herein contained and suit is brought to either enforce performance or to recover damages for the breach thereof, the prevailing party in litigation shall be entitled to recover all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing any of the covenants or obligations created by the granting and accepting of this easement or in pursuing any remedy provided hereunder or by applicable law.
11. ~~This contract is binding upon and inure to the benefit of the personal representatives, heirs, successors and assigns of the respective parties hereto.~~
12. ~~This contract contains the entire agreement between the parties hereto.~~ Any provisions hereof not enforceable under the laws of the State of Utah shall not affect the validity of any other provisions hereof.

IN WITNESS WHEREOF, the GRANTOR have caused these presents to be executed this
24th day of August, 1988.


GRANTOR: LAZY C CATTLE COMPANY, INC.

By: 
Title: President

CLEGG LIVESTOCK COMPANY, INC.

By: 
Title: President

JOSEPH BRUCE CLEGG FAMILY TRUST

By: 
Title: Trustee

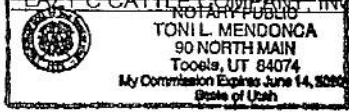
GRANTEE:

TOOELE CITY CORPORATION

By: 
Title: Mayor

STATE OF UTAH)
)
COUNTY OF TOOELE)

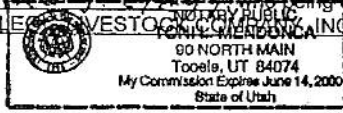
On the 26th Day of August, 1998, personally appeared before me
H. J. Jones Clegg who being duly sworn did say that he is the President
of LAZY C CATTLE COMPANY, INC., and authorized to execute the above instrument.



Toni L. Mendonca
Notary Public

STATE OF UTAH)
)
COUNTY OF TOOELE)

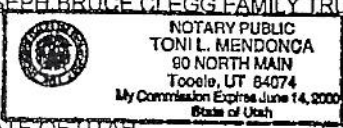
On the 20th Day of August, 1998, personally appeared before me
Howard T. Clegg who being duly sworn did say that he is the President
of CLEGG INVESTMENTS, INC., and authorized to execute the above instrument.



Toni L. Mendonca
Notary Public

STATE OF UTAH)
)
COUNTY OF TOOELE)

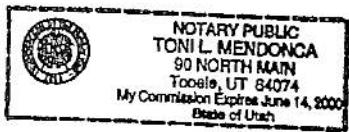
On the 10th Day of September, 1998, personally appeared before me
J. Bruce Clegg, who being duly sworn did say that he is the Trustee of
JOSEPH BRUCE CLEGG FAMILY TRUST, and authorized to execute the above instrument.



Toni L. Mendonca
Notary Public

STATE OF UTAH)
)
COUNTY OF TOOELE)

On the 26 Day of Aug., 1998, personally appeared before me
CHARLIE ROBERTS, who being duly sworn did say that he is the Mayor of
TOOELE CITY CORPORATION, and authorized to execute the above instrument.



Toni L. Mendonca
Notary Public

EXHIBIT A

PERPETUAL EASEMENT LEGAL DESCRIPTION
PARCEL NOs 3B, 5B AND 9B

PARCEL 3B:CORP pt of 3-47-5

A perpetual easement upon part of an entire tract of property, located in the NE¼ and the SE¼ ³⁻⁴⁷⁻⁵ of Section 12, Township 3 South, Range 5 West Salt Lake Base and Meridian, in Tooele ³⁻⁴⁷⁻⁷ County, Utah, to facilitate the construction, operation and maintenance of Tooele City Interceptor ³⁻⁴⁷⁻² Line "B", known as Project No. 596-143-03.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point which lies S 00°20'22" E along the section line 1300.59 feet from the NW corner of Section 7, Township 3 South, Range 4 West, Salt Lake Base and Meridian (a found Tooele County Survey Monument); running thence along said section line S 00°20'22" E 30.00 feet; thence S 89°41'41" W 12.24 feet; thence S 00°22'17" E 2371.16 feet; thence S 89°31'00" W 30.00 feet; thence N 00°22'17" W 2401.26 feet; thence N 89°41'41" E 42.25 feet to the point of beginning.

The said tract of land contains 1.660 acres more or less.

The Basis of Bearing is between the NW corner and the W ¼ corner of Section 7, Township 3 South, Range 4 West, SLB&M (measured South 00°20'22" East 2640.84 feet both being found Tooele County Survey Monuments).

PARCEL 5B:LLC pt of 3-47-2

A perpetual easement upon part of an entire tract of property, located in the E½ of the SE¼ of Section 12, Township 3 South, Range 5 West Salt Lake Base and Meridian, in Tooele County, Utah, to facilitate the construction, operation and maintenance of Tooele City Interceptor Line "B", known as Project No. 596-143-03.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point which lies S 89°31'00" W 11.14 feet and S 00°21'05" E 1060.88 feet along the west line of the SW¼ of Section 7 from the W¼ corner of Section 7, Township 3 South, Range 4 West, Salt Lake Base and Meridian (a found Tooele County Survey Monument); running thence S 00°22'17" East 1283.49 feet to a point which lies on the Tooele County Right-of-Way; thence N 67°18'33" West along said county right-of-way 32.61 feet; thence N 00°22'17" West 1270.65 feet; thence N 89°31'00" East 30.00 feet to the point of beginning.

The said tract of land contains 0.864 acres more or less.

The Basis of Bearing is between the W¼ corner and the SW¼ corner of Section 7, Township 3 South, Range 4 West, SLB&M (measured South 00°21'05" East 2640.98 feet both being found Tooele County Survey Monuments.

PARCEL 9B:LLC

pt of 2-146-3 # 3-47-2

A perpetual easement upon part of an entire tract of property, located in the SE¼ of the SE¼ of Section 12, Township 3 South, Range 5 West Salt Lake Base and Meridian, and the SE¼ of Section 13, TWN 3S., RNG 5W., SLB&M, Tooele County, Utah, to facilitate the construction, operation and maintenance of Tooele City Interceptor Line "B", known as Project No. 596-143-03.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point which lies S 89°31'32" W 10.58 feet from the SW corner of Section 7, TWN 3S., RNG 4W., SLB&M (a found Tooele County Survey Monument); running thence S 00°22'17" 489.46 feet; thence S 07°23'21" W 168.03 feet, thence S 21°32'02" W 317.11 feet; thence S 35°59'34" W 316.20 feet; thence S 43°13'19" W 342.51 feet to a point which lies on the Northwesterly boundary of Tooele City; thence S 89°29'14" W 41.52 feet along said boundary; thence N 43°13'19" E 369.26 feet; thence N 35°59'34" E 310.50 feet; thence N 21°32'02" E 309.58 feet; thence N 07°23'21" E 162.28 feet; thence N 00°22'17" W 498.12 feet; thence N 89°31'32" E 30.00 feet to the point of beginning.

The said tract of land contains 1.130 acres more or less.

The Basis of Bearing is between the NW corner and the W¼ corner of Section 18, Township 3 South, Range 4 West, SLB&M (measured South 00°20'37" East 2643.36 feet both being found Tooele County Survey Monuments.

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION
PARCEL NOS 4B, 6B AND 10B

PARCEL 4B:CORP ^{pt of} 3-47-5

A temporary construction easement upon part of an entire tract of property, located in the NE¼ and the SE¼ of Section 12, Township 3 South, Range 5 West Salt Lake Base and Meridian, in Tooele County, Utah, for the purpose of constructing thereon a Interceptor "B" line for the City of Tooele, Utah, and appurtenance parts thereof, incident to the construction of said interceptor line, known as project 596-143-03.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point which lies S 00°20'22" E along the section line 1290.59 feet from the NW corner of Section 7, Township 3 South, Range 4 West, Salt Lake Base and Meridian (a found Tooele County Survey Monument); running thence along said section line S 00°20'22" E 50.00 feet; thence S 89°41'41" W 2.23 feet; thence S 00°22'17" E 2361.13 feet; thence S 89°31'00" W 50.00 feet; thence N 00°22'17" W 2411.29 feet; thence N 89°41'41" E 52.26 feet to the point of beginning.

The said tract of land contains 2.771 acres more or less.

The hereinafter temporary construction easement shall expire upon the completion of the construction of said project or 2 years after the date of execution of the within Instrument, whichever first occurs.

The Basis of Bearing is between the NW corner and the W ¼ corner of Section 7, Township 3 South, Range 4 West, SLB&M (measured South 00°20'22" East 2640.84 feet both being found Tooele County Survey Monuments).

PARCEL NO. 6B:LLC ^{pt} 3-47-2

A temporary construction easement upon part of an entire tract of property, located in the E½ of the SE¼ of Section 12, Township 3 South, Range 5 West Salt Lake Base and Meridian, in Tooele County, Utah, for the purpose of constructing thereon a Interceptor "B" line for the City of Tooele, Utah, and appurtenance parts thereof, incident to the construction of said Interceptor line, known as project 596-143-03.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point which lies S 89°31'00" W 1.14 feet and S 00°21'05" E 1060.88 feet along the west line of the SW¼ of Section 7 from the W¼ corner of Section 7, Township 3 South, Range 4 West, Salt Lake Base and Meridian (a found Tooele County Survey Monument); running thence S 00°22'17" East 1287.76 feet to a point which lies on the Tooele County Right-

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of-Way; thence N 67°18'33" West along said county right-of-way 54.35 feet; thence N 00°22'17" West 1266.38 feet; thence N 89°31'00" East 50.00 feet to the point of beginning.

The said tract of land contains 1.440 acres more or less.

The hereinabove temporary construction easement shall expire upon the completion of the construction of said project or 2 years after the date of execution of the within instrument, whichever first occurs.

The Basis of Bearing is between the W¼ corner and the SW¼ corner of Section 7, Township 3 South, Range 4 West, SLB&M (measured South 00°21'05" East 2640.98 feet both being found Tooele County Survey Monuments.

PARCEL 10B:LLC

pt 2-146-3 & 3-47-2

A temporary construction easement upon part of an entire tract of property, located in the SE¼ of the SE¼ of Section 12, Township 3 South, Range 5 West Salt Lake Base and Meridian, and the SE¼ of Section 13, TWN 3S., RNG 5W., SLB&M, Tooele County, Utah, for the purpose of constructing thereon a Interceptor "B" line for the City of Tooele, Utah, and appurtenance parts thereof, incident to the construction of said interceptor line, known as project 596-143-03.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point which lies S 89°31'32" W 0.58 feet from the SW corner of Section 7, TWN 3S., RNG 4W., SLB&M (a found Tooele County Survey Monument); running thence S 00°22'17" E 486.57 feet; thence S 07°23'21" W 169.95 feet, thence S 21°32'02" W 319.62 feet; thence S 35°59'34" W 318.10 feet; thence S 43°13'19" W 333.60 feet to a point which lies on the Northwesterly boundary of Tooele City; thence S 89°29'14" W 69.20 feet along said boundary; thence N 43°13'19" E 378.18 feet; thence N 35°59'34" E 308.60 feet; thence N 21°32'02" E 307.07 feet; thence N 07°23'21" E 160.36 feet; thence N 00°22'17" W 501.01 feet; thence N 89°31'32" E 50.00 feet to the point of beginning.

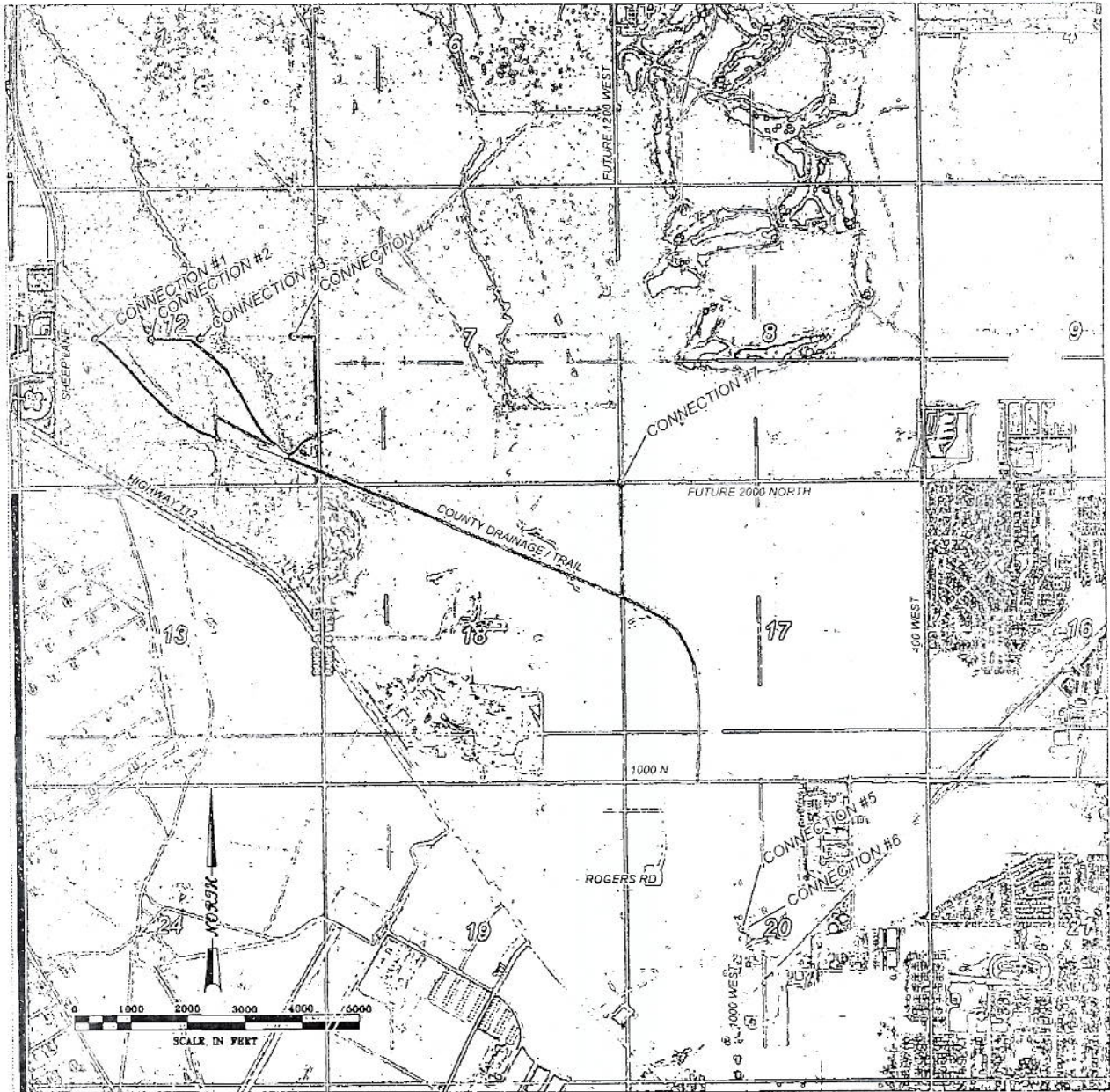
The said tract of land contains 1.885 acres more or less.

The hereinabove temporary construction easement shall expire upon the completion of the construction of said project or 2 years after the date of execution of the within instrument, whichever first occurs.

The Basis of Bearing is between the NW corner and the W¼ corner of Section 18, Township 3 South, Range 4 West, SLB&M (measured South 00°20'37" East 2643.36 feet both being found Tooele County Survey Monuments.

Exhibit 2

Map of Meter Locations and Meter Access Routes



⊙ METER LOCATION
 — ACCESS ROUTE

Connection No.	Meter No.	GPS Pt #	Northing	Easting	Elevation	Depth	Location Description
1	57364395	7000	7378248	1400145	4474.5	6 ft	190 ft E of watering trough, 650 ft SW of trail, 2400 N at 2600 W
2	57364397	7001	7378255	1401146	4483.1	5 ft	160 ft E of watering trough, 1000 ft E of Meter 1, 2400 N at 2450 W
3	57364398	7010	7378258	1402013	4511.7	5 ft	185 ft E of watering trough, along future 2400 N at 2350 W
4	69729049	7002	7378313	1403636	4514.4	5 ft	2500 ft S of watering hole, 2500 ft E of Meter 2, 2400 N at 2150 W
5	60709600	7008	7367791	1411430	4818.8	2 ft	30 ft E of watering trough, west side of paved 1000 W at 650 N
6	58681767	7009	7367789	1411464	4819.0	2 ft	25 ft W of watering trough, east side of paved 1000 W at 650 N
7	71464548	7003	7375714	1409322	4620.7	2 ft	185 ft E of watering trough #4, westside of future 1200 W at 2000 N

Coordinates are NAD 83, US Foot, State Plane, Central Utah Zone

EXHIBIT 2

METER LOCATIONS AND METER ACCESS ROUTES