

WHEN RECORDED, MAIL TO:

Dade Rose
DURHAM JONES & PINEGAR
111 East Broadway, Suite 900
Salt Lake City, Utah 84111

00605687 Bk01418 Pg01145-01159

ALAN SPRIGGS, SUMMIT CO RECORDER
2001 DEC 01 15:02 PM FEE \$135.00 BY DMG
REQUEST METRO NATIONAL TITLE

DECLARATION AND GRANT

OF

EASEMENT

(10-Foot Easement)

This Declaration and Grant of Easement (this "Declaration and Grant") is made and entered into as of the 6th day of DECEMBER, 2001, by and between JOHN REED CALL acting in his capacity as the Trustee of the JOHN REED CALL TRUST, at 3370 ASH CIRCLE, SALT LAKE CITY, Utah 84109 ("Grantor"), and NORTH BENCH FARMS, L.L.C., a Utah limited liability company located at 3751 W. Center Park Drive, #210, West Jordan, Utah 84084 ("Grantee").

RECITALS

WHEREAS, Grantor owns certain real property located in Summit County, Utah, more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Grantor's Property");

WHEREAS, Grantee owns certain real property located in Summit County, Utah, more particularly described in Exhibit "B" attached hereto and incorporated herein (the "Grantee's Property"); and

WHEREAS, Grantor desires to grant and Grantee desires to receive a nonexclusive perpetual easement and right of way ten (10) feet in width for the operation, repair and maintenance of underground water lines together with all necessary accessories and appurtenances thereto under and through the Grantor's Property.

NOW, THEREFORE, to that end and for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) paid this day by Grantee to Grantor, the terms and conditions of this agreement, as well as the mutual benefits to be derived herefrom, Grantor and Grantee agree as follows:

TERMS

1. Grant of Easement; Location; Transfer. Grantor hereby grants and conveys to Grantee, its successors and assigns a nonexclusive perpetual easement and right-of-way (the "Easement") for the construction, installation, operation, repair, replacement and maintenance of underground water lines, together with all necessary accessories and appurtenances thereto required in the reasonable discretion of Grantee, its successors and assigns, in the Grantor's Property. The Easement shall be located in that ten (10) feet wide portion of the westernmost part of the Grantor's Property more particularly described in Exhibit "C" attached hereto and incorporated herein (the "Easement Property"). The Easement may be assigned and transferred by Grantee together with the Grantee's Property to the Grantee's successors and assigns at any time in the Grantee's sole discretion, provided that the Grantee's successors and assigns shall continue to be subject to the terms and provisions of this Declaration and Grant. The Easement Property may be assigned and transferred by Grantor to his successors and assigns at any time in his sole discretion, provided that the Easement Property shall continue to be subject to the Easement and the terms and provisions of this Declaration and Grant.

2. Relocation of Easement. Grantor may, at its sole cost and expense, reasonably relocate all or any part of the Easement (together with Grantee's water line therein) to any other part of the Grantor's Property provided that the Grantee's water line shall still (i) connect with those portions of the water line that cross the adjoining property owners' property and (ii) function and operate equally well as before. If Grantor desires to relocate the Easement, Grantor shall provide Grantee with reasonable notice prior to relocating the Easement and Grantee's water line and shall effect the relocation in such a way as not to unreasonably interfere with Grantee's use of Grantee's water line.

3. Use; Right of Access; Limits on Daily Operations; Notice of Repair; Fences. The Easement is hereby granted for the water use of Grantee, its successors and assigns.

(a) Subject to all of the other terms and conditions set forth in this Declaration and Grant, Grantee shall have only a limited right of ingress and egress ("access") in and over the Easement Property, with such right of access being limited to the right to enter the Easement Property only for the purposes of constructing, installing, inspecting, repairing and/or replacing Grantee's pipeline and/or performing Grantee's other obligations to Grantor under this Declaration and Grant. Grantee shall confine all of its activities relating to the construction, installation, inspection, repair and/or replacement of Grantee's pipeline, and/or its obligations to Grantor under this Declaration and Grant, to the Easement Property. Grantee shall not enter any other portion of Grantor's Property without Grantor's express written consent.

(b) Grantee hereby represents, guarantees, warrants and acknowledges that the Grantee has the legal right, ability, and/or permanent permission to use roads, trails and/or routes to access both the head-gate of Grantee's pipeline, and any and all property upstream from the Easement Property, that are separate and apart from, and that do not cross over, any portion of either the Easement Property or Grantor's property.

(c) It is expressly agreed that, except for the limited right of access as set forth above in Section 3(a) above, nothing in this Declaration and Grant, and/or nothing resulting from Grantee's installation, construction, inspection, repair, operation, use and/or replacement of Grantee's pipeline is intended or shall be construed so as to give the Grantee any right to enter upon or travel across any portion of the Easement Property or Grantor's property for any other purposes other than those set forth above. Grantee acknowledges and agrees that Grantee's limited right of access to the Easement Property as set forth in Section 3(a) does not include, and Grantee hereby permanently disclaims and releases, any rights, powers and/or authority to enter upon any portion of the Easement Property or the Grantor's Property for the purpose of:

(1) Conducting and/or performing any of the normal or routine activities associated with the day-to-day operation of Grantee's pipeline, such as, but not limited to cleaning filters; cleaning the sweeper; checking flow rates; and/or opening, closing and/or adjusting the head-gate valve of Grantee's pipeline (although such normal or routine activities do not include the construction, installation, inspection, repair and/or replacement of Grantee's pipeline which are expressly permitted);

(2) Accessing any property located upstream from the Easement Property for any reason; and/or

(3) Accessing the head-gate of Grantee's pipeline.

(d) The Grantee shall refrain from entering any portion of the Easement Property and/or Grantor's property for the purposes of:

(1) Conducting and/or performing any of the normal or routine activities associated with the day-to-day operation of Grantee's pipeline, such as, but not limited to: cleaning filters; cleaning the sweeper; checking flow rates; and/or opening, closing and/or adjusting the head-gate valve of Grantee's pipeline;

(2) Accessing any property located upstream from the Easement Property for any reason; and/or

(3) Accessing the head-gate of Grantee's pipeline.

(e) Grantee acknowledges and agrees that any present and/or future inability on its part to use any of the roads, trails and/or routes referenced in Section 3(b) above shall not entitle, alter and/or vest the Grantee with the right, power, privilege and/or authority to enter any portion of the Easement Property or Grantor's property for any of the purposes set forth in Sections 3(d)(1) -3(d)(3).

(f) Except in case of emergencies to inspect and/or repair any actual or suspected leaks, ruptures and/or damage to the Grantee's pipeline, Grantee shall provide Grantor with at least 3 days notice before entering any portion of the Easement Property.

(g) Grantor shall be entitled to keep, install and maintain as many fences, enclosures and/or locked gates on any portion of the Easement Property and/or Grantor's property as Grantor, in its absolute and unfettered discretion, deem appropriate. Grantor's use of any such fences, enclosures and/or locked gates on the Easement Property shall in no way be deemed or construed to constitute interference with the Grantee's enjoyment and/or use of either the easement or Grantee's limited right of access.

(h) Except when entering or exiting the Easement Property, Grantee shall keep all fences, enclosures and/or gates located on the Easement Property closed and securely locked so as to prevent any livestock and/or unauthorized persons from entering and/or exiting the Easement Property.

(i) Except as required pursuant to Section 4(g) below, Grantee shall not fence, enclose or otherwise restrict Grantor's access to or use of any portion of the surface of the Easement Property.

4. One Pipeline; Replacement; Depth; Notice and Manner of Repair.

(a) Grantee shall have the right to operate only one pipeline on the easement premises at any given time. Grantee shall not be entitled to simultaneously use, have, operate and/or install more than one pipeline on the easement premises at any given time.

(b) Grantee shall not install, construct, place or maintain any pumps, motors, boxes, pump houses, meters, or other similar devices or structures on any portion of the Easement Property without Grantor's prior written consent, which may be withheld for any reason or no reason whatsoever. However, the terms of this Section shall not prevent Grantee from using, on a temporary basis, any pumps, motors, meters, tools or other equipment on the surface of the Easement Property for the purpose of installing, inspecting and/or repairing Grantee's pipeline.

(c) Subject to all of the terms and condition set forth in this Declaration and Grant, Grantee shall have the right, at its own cost and expense, to replace Grantee's pipeline with a larger pipeline. However, Grantee shall not install any pipeline on the easement premises having a diameter greater than 24 inches.

(d) Grantee's pipeline on the Easement Property shall be buried to a depth of not less than three (3) feet, with such distance being measured from the top of the pipe to the surface of the Easement Property prior to the installation of the replacement pipeline.

(e) Any replacement pipeline installed in the easement premises shall be located as far away as reasonably possible from any buildings and/or structures then located on the Easement Property.

(f) Except in case of a leak or rupture in Grantee's pipeline, Grantee shall give Grantor at least three (3) days written notice before beginning any work to maintain and/or replace any portion of Grantee's pipeline that is located on the easement premises.

(g) Grantee shall complete any installation, construction, repair, and/or replacement of Grantee's pipeline, including the surface restoration activities set forth in Section 4(h) below, within thirty (30) days from the beginning date of such installation, construction, repair, and/or replacement. Notwithstanding the foregoing, Grantee shall not leave any trench on easement premises open for more than fifteen (15) days. Grantee shall, at its own cost and expense, properly shore and fence any and all open trenches created on the easement premises by the Grantee so as to prevent any injury to any person and/or animal that may enter the easement premises.

(h) After Grantee's installation, construction, repair, and/or replacement of any pipeline on any part of the Easement Property, Grantee shall, at its own cost and expense:

(1) Remove all excess, discarded and/or unused pipe and pipeline material from the Easement Property;

(2) Fill and level all ditches, trenches, ruts and depressions caused by the Grantee's installation, construction, repair and/or replacement activities, with Grantee using appropriate fill material. In back-filling any and all trenches, the Grantee shall bed, blind, shade and cover any replacement pipeline installed on the Easement Property with at least eighteen (18) inches of sand that is free of rocks. Grantee shall not use or obtain any fill material from the Easement Property or Grantor's property without Grantor's written permission;

(3) Remove all rocks, excess and/or unused fill and/or trench materials, posts, survey stakes, and other materials from the Easement Property; and

(4) Level and restore the surface of the Easement Property to a condition equal to or better than the condition existing prior to any of the Grantee's installation, construction, repair, and/or replacement activities, including replacing any and all road base, pavement, sidewalks, curbs, gutters, grass, and/or fences.

(i) Grantee acknowledges that there are several other buried utility lines and cables located in and across the Easement Property. Grantee shall be solely responsible for replacing and/or repairing any and all damage that may be caused to any of those utility lines and/or cables as a result of the installation, construction, repair, operation, use, rupture, leak and/or replacement of Grantee's pipeline.

5. Irrigation Water Only; Maintenance of Pipeline; Grantor's Right of Repair.

Grantee shall use Grantee's pipeline for the sole purpose of transporting irrigation water. Grantee shall not put any fertilizers, pesticides, additives, chemicals and/or other substances in any of the water being transported through the Grantee's pipeline. Grantee's pipeline shall not be used to

transport any human drinking water, and under no circumstances may any other pipelines, waterlines, cables, wires and/or other utilities be located or placed on the inside of Grantee's pipeline. Grantee shall keep and maintain Grantee's pipeline in a good, safe and operating condition. Grantor shall not have any duty, obligation or responsibility to maintain, operate, or repair Grantee's pipeline. If the Grantor becomes aware of any actual or suspected break or leak in Grantee's pipeline, Grantor may, in its reasonable discretion and upon prior written notice to Grantor (except in the event of an emergency), shut Grantee's pipeline down until such break or leak is inspected and/or repaired by the Grantee. Once the Grantor notifies the Grantee of a possible or actual break or leak of Grantee's pipeline, Grantee shall promptly inspect and make any needed repair to the pipeline at its own cost and expense. Grantee shall immediately reimburse Grantor for the cost and expense of any and all reasonable repairs that Grantor make to Grantee's pipeline.

6. Grantor's Remedies; Use of Pipeline; No Conveyance in Gross.

(a) The Easement and all of the rights granted to the Grantee pursuant to this Declaration and Grant are conditioned upon the Grantee's full and ongoing compliance with each and every term and condition set forth in this Declaration and Grant. Upon the breach or failure of any term or condition of this Declaration and Grant by the Grantee, the Grantor may bring legal action against the Grantee to remedy the breach and/or terminate this Declaration and Grant and the Easement. If the result of such legal action is to terminate the Easement, the sole and exclusive ownership and title to Grantee's pipeline shall transfer to Grantor, with the Grantor having no duty or obligation to pay and/or reimburse Grantee for any of the costs, expenses and/or other amounts that Grantee incurred in constructing, installing, maintaining, using, and/or operating Grantee's pipeline.

(b) If the easement and rights granted to Grantee by this Declaration and Grant ever terminate, any use of any pipeline located on the Easement Property by the Grantee after any such termination shall be deemed to be with the consent and permission of the Grantor, which use, consent and permission Grantor can and may, in its absolute and unfettered discretion, prevent, revoke, terminate and rescind at any time for any reason or no reason whatsoever.

(c) It is expressly agreed and understood that the easement and rights being granted to Grantee pursuant to this Declaration and Grant can only be held, owned, used, exercised and/or assigned by the Grantee in conjunction with, and in the same proportion to, its respective ownership interest in Grantee's Property. Thus, it is expressly agreed that no interest in either the Easement, and/or any of the rights granted pursuant to this Declaration and Grant, can be owned, held, used, exercised and/or assigned in gross. To the extent that any Grantee assigns, grants or otherwise transfers any portion of its ownership interest in Grantee's property to any other person, that assigning Grantee's corresponding interest in the easement and rights created by this Declaration and Grant shall automatically pass to such person receiving the assignment.

7. Indemnification.

a. Grantee shall be fully, jointly and severally liable for any and all damages, costs, expenses, losses, and/or injuries that arise from and/or relate to any physical damage to the Grantor's Property, any of Grantor's personal property or bodily injuries caused by the construction, installation, maintenance, operation, use, repair, replacement, shut-down, leak and/or rupture of Grantee's pipeline, except to the extent such damages, losses or injuries are caused by Grantor.

b. Grantee shall indemnify, defend, reimburse and hold Grantor harmless from and against any and all actual damages, incidental damages, costs, expenses, losses, attorney's fees, and/or injuries that it may suffer that arise from and/or relate to any physical damage to anyone's real property, personal property or any bodily injury caused by the construction, installation, maintenance, operation, use, repair, replacement, shut-down, damage, leak and/or rupture of Grantee's pipeline, except to the extent such damages, losses or injuries are caused by Grantor.

8. Non-Exclusivity. The easement and rights granted to the Grantee pursuant to this Declaration and Grant are non-exclusive. Grantor may reserve and/or grant as many other easements, rights-of-way, permits, licenses, *profits a prendre* uses and/or other rights in, over and/or through the Easement Property as Grantor desires, provided that those other easements, rights-of-way, permits, licenses, *profits a prendre*, uses and/or other rights do not actually prevent Grantee's operation of Grantee's pipeline or enjoyment of the Easement.

9. No Representation or Warranty as to Pipeline; Conveyance of Interests; Repair before Use.

(a) Grantee acknowledges and agrees that, as of the effective date of this Declaration and Grant, there is an existing irrigation pipeline located and buried on the easement premises (referred to as the "existing pipeline") that was previously installed and used by Raymond Broadhead, Edward Sorenson, Lynn Sorenson, Sorenson Shady Lane, Inc., and/or their respective agents, employees and/or other representatives (collectively referred to as "Broadhead and/or Sorenson"). Broadhead's and/or Sorenson's use of the existing pipeline has been discontinued and the existing pipeline is in disrepair. Moreover, the existing pipeline has been disconnected at the point where it enters Grantor's property and various parts of the existing pipeline have been removed.

(b) Grantor makes no representations, warranties, and/or guarantees as to the Grantor's right, title, ownership and/or interests in the existing pipeline, if any. However, to the extent that the Grantor has any right, title, ownership and/or interests in the existing pipeline, if any, Grantor hereby grants, assigns and conveys to Grantee any and all such rights, titles and interests.

(c) Grantor makes no representations, warranties, and/or guarantees as to quality, condition, fitness for use and/or safety of the existing pipeline. If the Grantee elects to use any portion of the existing pipeline as part or all of the Grantee's pipeline, Grantee shall, at its

own cost and expense, inspect and repair the existing pipeline in order to ensure that the existing pipeline is in a good and safe condition. Such inspection and repair shall be completed before Grantee uses any part of the existing pipeline.

(d) If the Grantee elects to use any portion of the existing pipeline, the Grantee shall, at its own cost and expense, remove any and all uprights from those portions of the existing pipeline that are located on the Easement Property. When removing the uprights, the Grantee shall remove the uprights from the existing pipeline at the points where the uprights branch off from the main line of the existing pipeline so that there are no spurs, spur lines, and/or branches on any portion of the existing pipeline. Grantee shall remove all of the uprights before Grantee uses any portion of the existing pipeline.

(e) If the Grantee elects to use any portion of the existing pipeline, Grantee shall be solely responsible for the cost and expense of reconnecting the existing pipeline at the point where it enters Grantor's property provided that Grantor shall not move, relocate or otherwise interfere with the existing pipeline.

(f) If the Grantee elects to use any portion of the existing pipeline, the Grantee shall indemnify, defend and hold the Grantor harmless from any and all claims and/or causes-of-action that Broadhead and/or Sorenson may bring against the Grantor that relates to and/or arises from the Grantee's use of any portion of the existing pipeline.

(g) If the Grantee elects to use any portion of the existing pipeline, Grantee shall, for purposes of this Declaration and Grant, be deemed to have installed, constructed, maintained and/or used the existing pipeline as Grantee's pipeline.

10. Continuation of Obligations. If this Declaration and Grant and/or the Easement is ever terminated, the Grantee shall remain fully obligated to indemnify, defend and hold the Grantor, as set forth in Section 7a and 7b above, for any such damages that arose or occurred during Grantee's use of the pipeline. In the event that Grantee continues to use the Grantor's pipeline after the termination of either this Declaration and Grant or the Easement, Grantee shall continue to be subject to and bound by all of duties, obligations and liabilities set forth in this Declaration and Grant.

11. Easement to Grantor. As part of the consideration paid by Grantee for Grantor's grant of this Easement to the Grantee, Grantee is granting a separate written "*Easement and Right-of-Way*" to Grantor. The easement granted to Grantee by this Declaration and Grant is expressly conditioned on the validity and continued enforceability of the *Easement and Right-of-Way*. If the *Easement and Right-of-Way* granted to Grantor by Grantee is ever terminated and/or found to be invalid, void, and/or otherwise unenforceable by the Grantor, the Easement created by this Declaration and Grant shall automatically terminate and revert to Grantor.

12. Waiver of Claims. Grantee acknowledges having difficultly obtaining easements, permits, licences and/or other permissions needed in conjunction with the development of

Grantee's Property. Grantee hereby permanently waives and releases any and all known and/or unknown rights, claims, damages, actions, and/or causes-of-action that Grantee may have against Grantor and/or any of Grantor's agents and/or representatives, including, but not by way of limitation, any and all rights, claims, damages, actions, and/or causes-of-action relating to Grantee's difficulty in obtaining the easements, permits, licences and/or other permissions needed in conjunction with the development of Grantee's property. None of the terms of this Section shall apply to any claims or causes-of-action that may arise in the future.

13. No Transfer of Water Rights. Nothing in this Declaration and Grant is intended or shall be interpreted and/or construed so as to assign, transfer, grant, or otherwise convey any of the Grantor's water rights and/or water shares to the Grantee.

14. Amendment. This Declaration and Grant may not be modified except with the consent of Grantor and Grantee, and, then, only by written instrument duly executed and acknowledged and recorded in the Recorder's Office of Summit County, Utah. Grantee may elect to terminate its use of the Easement Property at any time. In connection with any such termination, Grantee shall execute and deliver to Grantor, suitable for recording, a termination of this Declaration and Grant.

15. Default. No person shall be deemed to be in default of any provision of this Declaration and Grant except upon the expiration of thirty (30) days from receipt of written notice specifying the particulars in which such person has failed to perform the obligations of this Declaration and Grant, unless such person, prior to the expiration of said thirty (30) days, has rectified the particulars specified in said notice. However, such person shall not be deemed to be in default if such failure cannot be rectified within said thirty (30) day period and such person is using good faith and its best reasonable efforts to rectify the particulars specified in the notice of default. Failure to cure any such default shall entitle the nonbreaching party to terminate this Declaration and Grant unilaterally.

16. Waiver. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

17. No Joint Venture or Partnership. The provisions of this Declaration and Grant are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Declaration and Grant contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration and Grant shall be construed as a whole and not strictly for or against any party.

18. Choice of Law; Recordation. This Declaration and Grant shall be governed by and construed in accordance with the laws of the State of Utah. This Declaration and Grant shall

be recorded in the records of the County Recorder of Summit County, Utah.

19. Assignment; Running with the Land. All of the provisions in this Declaration and Grant, including all of the benefits, burdens and duties created thereby, shall be and are binding upon and inure to the benefit and detriment of parties' successors and assigns. The easements, agreements, duties, responsibilities and covenants herein constructed shall be easements, covenants and equitable servitudes running with the land. It is expressly agreed and understood that the Easement and rights being granted to Grantee by this Declaration and Grant and Grantee's interests therein, are, and shall be, appurtenant to the Grantee's Property.

20. No Third Party Beneficiaries. Nothing in this Declaration and Grant is intended to create an enforceable right, claim or cause of action by any third party against any party to this Declaration and Grant. The rights of any holder of a lien on all or any part of the Grantor's Property and any assignee or successor in interest of such lienholder, created from and after the date hereof shall at all times be subject and subordinate to the terms and conditions of this Declaration and Grant.

DATED as of the 6 day of December, 2001.

NORTH BENCH FARMS, L.L.C.,
a Utah limited liability company

By: Gary W. Harrison
Name: Gary W. Harrison
Title: Manager

JOHN REED CALL
trustee of the John Reed Call Trust

John Reed Call

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STATE OF UTAH

COUNTY OF SALT LAKE)

:SS

On the 6th day of December, 2001, this agreement was acknowledged before me by Gary W. Harrison, the Manager of NORTH BENCH FARMS, LLC, a Utah limited liability company.

Linda Stout
Notary Signature and Seal



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STATE OF UTAH)

COUNTY OF Salt Lake) :SS

On the 6th day of December, 2001, this agreement was acknowledged before me by JOHN REED CALL, Trustee of the John Reed Call Trust.

Linda Stout
Notary Signature and Seal



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EXHIBIT A

(Description of Grantor's Property)

Property located in Summit County, Utah, more particularly described as follows:

BEG AT NW COR NE1/4 SEC 20T1SR6E SLBM TH S 80 RDS; E 80 RDS; N 80 RDS; W 80 RDS
TO BEG CONT 40 AC LESS 0.86 ACRES 491-414 (CD-245-A) BAL 39.14 ACRES
M108-90 M52-350-351 M110-318 M31-219 3AMI-556 M107-335 491-414 787-236-237
JOHN REED CALL AS TRUSTEE FBO JOHN REED CALL TRUST (NOW ANNEXED INTO OAKLEY
WAS CD-245)

COMMENCING S 94.41 FT & W 2476.33 FT FR TH SE COR OF SEC 17, T1SR6E, SLBM; TH S
89)46'56" W ALG A FENCE LINE 193.32 FT; TH N 0)18'54" W ALG A FENCE LINE 193.32
FT; TH N 89)46'56" E 193.32 FT; TH S 0) 18'54" E 193.32 FT TO THE PT OF BEG
CONT 0.86 AC LESS 0.13 AC IN CONFLICT WITH CD-209-A-3 BAL 0.73 ACRES 491-415
787-238-239 JOHN REED CALL TRUSTEE, FBO JOHN REED
CALL TRUST (ANNEXED INTO OAKLEY WAS CD-208-A)

SUBJECT TO all restrictions, reservations and other conditions of record as may be
disclosed by a record examination of the title.

EXHIBIT B

(Description of Grantee's Property)

Property located in Summit County, Utah, more particularly described as follows:

Commencing at the Southwest corner of Section 20, Township 1 South, Range 6 East, Salt Lake Base and Meridian; thence North 00 deg. 14'00" West along the West line of said section for 2798.720 feet; thence North 89 deg. 46'00" East for 33.000 feet to a point on the East right-of-way line of State Highway U.S. 198, said point also being the POINT OF BEGINNING; thence North 89 deg. 58'08" East along said East right-of-way for 319.330 feet; thence leaving said right-of-way North 00 deg. 00'00" West for 510.062 feet to the South boundary line of the Raff Subdivision Plat "A" as recorded in the Summit County Records Office; thence North 89 deg. 55'48" East along said South line for 974.088 feet; thence South 00 deg. 32'45" West for 678.349 feet; thence South 00 deg. 11'44" West for 733.690 feet; thence South 55 deg. 52'26" West for 259.123 feet; thence South 90 deg. 00'00" West for 223.273 feet; thence South 00 deg. 00'00" East for 174.976 feet to the North right-of-way line of Weber Canyon Road; thence South 45 deg. 15'02" West along said North right-of-way line for 57.420 feet; thence North 15 deg. 00'00" West for 94.400 feet to the PEOA South Bench Canal; thence along said centerline the following six (6) courses: North 44 deg. 35'00" West for 106.720 feet; North 85 deg. 00'00" West for 32.000 feet; South 33 deg. 00'00" West for 135.000 feet; South 65 deg. 00'00" West for 120.000 feet; South 83 deg. 00'00" West for 126.332 feet and North 82 deg. 00'00" West for 41.275 feet; thence North 00 deg. 00'00" East for 564.100 feet; thence North 00 deg. 22'50" West for 140.000 feet; thence South 89 deg. 53'14" West to a point on the East right-of-way line of State Highway U.S. 198 for 322.910 feet; thence North 00 deg. 14'00" West along said right-of-way for 205.740 feet; thence leaving said right-of-way North 89 deg. 51'06" East for 216.380 feet; thence North 01 deg. 10'39" East for 86.223 feet; thence North 89 deg. 35'20" East for 101.450 feet; thence North 00 deg. 22'50" West for 209.740 feet; thence South 89 deg. 44'08" West for 319.413 feet to a point on the East right-of-way line of State Highway U.S. 198; thence North 00 deg. 14'00" West along said right-of-way for 60.002 feet to the POINT OF BEGINNING.

SUBJECT TO all restrictions, reservations and other conditions of record as may be disclosed by a record examination of the title

Water Line Easement from John R. Call (12-5-01)

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EXHIBIT C

(Description of Easement Property)

Easement Property located in Summit County, Utah, more particularly described as follows:

A (10) TEN FOOT WIDE EASEMENT PARALLEL AND ADJACENT TO THE WESTERLY BOUNDARY LINE OF GRANTORS PROPERTY AS DEFINED IN BOOK 787, PAGE 238, RECORDED WITH THE SUMMIT COUNTY RECORDER'S OFFICE; THE WESTERLY EDGE OF THE 10 FOOT EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH BOUNDARY LINE OF GRANTORS PROPERTY, SAID POINT BEING SOUTH 9.41 FEET AND WEST 2476.33 FEET FROM THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 0°18'54" WEST 193.32 FEET TO THE NORTHERLY BOUNDARY LINE OF GRANTORS PROPERTY.

A (10) TEN FOOT WIDE EASEMENT PARALLEL AND ADJACENT TO THE WESTERLY BOUNDARY LINE OF GRANTORS PROPERTY, WESTERLY EDGE OF 10 FOOT EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING A POINT ON THE NORTH BOUNDARY LINE OF GRANTORS PROPERTY, SAID POINT BEING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH ALONG THE QUARTER SECTION LINE 1270 FEET PLUS OR MINUS TO THE SOUTH BOUNDARY LINE OF GRANTORS PROPERTY.

SUBJECT TO all restrictions, reservations and other conditions of record as may be disclosed by a record examination of the title

Water Line Easement from John R. Call (12-5-01)

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OTNB2-208-A