

WHEN RECORDED, MAIL TO:

Henry Walker Land, LLC
Attn: Chad Bessinger
1216 W. Legacy Crossing Blvd., Suite 300
Centerville, Utah 84014

Affecting Parcel No(s): 100650086

**DECLARATION AND GRANT
OF
PIPELINE EASEMENT**

THIS DECLARATION AND GRANT OF PIPELINE EASEMENT (this "Declaration") is made and entered into as of July __, 2021, by and among Straight Ditch Company (the "Company") and Henry Walker Land, LLC, a Utah limited liability company (the "Owner").

RECITALS

A. The Owner owns approximately 9.33 acres of real property located in Layton, Davis County, Utah (the "Property"). A legal description of the Property is attached hereto as Exhibit "A", and a graphic description of the Property is attached hereto as Exhibit "B".

B. The Owner desires to grant and the Company desires to receive a fifteen foot (15') wide easement upon, over and across that certain portion of the Property as more particularly described in Exhibit "C" attached hereto (the "Easement Property"). A graphic description of the Easement Property is set forth in Exhibit "D" attached hereto. The Easement Property is intended to be used to operate, maintain, repair, and replace an existing water pipeline (the "Water Line") as further defined herein (the "Permitted Uses").

D. The Owner and the Company desire to memorialize the use of the Easement Property and provide for the Permitted Uses related to the Water Line and to subject the Property and the Easement Property to the agreements, conditions and rights set forth herein.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this agreement, as well as the mutual benefits to be derived herefrom and other good and valuable consideration acknowledged and received by each of the parties hereto, the Owner and the Company hereby agree as follows:

TERMS

1. Grant of Easement. The Owner hereby grants and conveys to the Company a non-exclusive easement and right of way (the "Easement") upon, over and across the Easement

Property to utilize solely for the uses described herein. The Easement shall be considered a non-exclusive utility easement for access to and use of the Water Line for the Permitted Uses described herein.

2. Shared, Nonexclusive Use. Exclusive use of the Easement Property is not hereby granted by any party. Instead, the Owner and the Company expressly reserve to themselves, respectively, the right and easement for ingress and egress in common with the other parties. To the extent the Company or any of its agents, service providers, subcontractors, employees, or other related parties causes any damage to the Easement Property, the Company shall promptly restore the Easement Property to the same or similar condition as it existed immediately prior to such damage.

3. Permitted Use. The Easement shall be used by the Company for the Permitted Uses and any uses related thereto and for no other purpose.

4. Amendment and Termination. This Declaration may not be amended or modified except with the consent of the Owner and the Company and, then, only by written instrument duly executed and acknowledged and recorded in the office of the County Recorder of Davis County, Utah.

5. Default. No person shall be deemed to be in default of any provision of this Declaration except upon the expiration of twenty (20) days from receipt of written notice specifying the particulars in which such person has failed to perform the obligations of this Declaration, unless such person, prior to the expiration of said twenty (20) days, has rectified the particulars specified in said notice. Failure to cure any such default shall entitle the nonbreaching party to any remedies at law or equity including, without limitation, specific performance, reasonable expenses, attorney fees and costs.

6. Maintenance and Repair of Water Line. The Company has previously had the opportunity to inspect the Water Line and agrees to accept it "as is, where is, with all faults". After execution hereof, the Company shall be solely responsible to operate, repair, and otherwise maintain the Water Line, at its sole expense, and shall do so in a professional and workmanlike manner and shall keep the Water Line in good condition and repair. To the extent the Company fails to do so, after the applicable notice and cure periods set forth in Section 5 above, the Owner shall have the right, but not the obligation, to step in and cure any defects or damages related to the Water Line and thereafter seek prompt reimbursement from the Company, together with any other damages to which it is entitled from the Company.

7. Indemnification. The Company shall indemnify and hereby agrees to defend and hold the Owner harmless from any claims, causes of action, damages or litigation arising from any damages or liabilities caused by (a) the Company's failure to properly operate, maintain, or repair the Water Line, or (b) the Company's default under this Declaration, except to the extent such damage is directly caused by the gross negligence, recklessness or intentional misconduct of the Owner.

8. 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.

9. No Joint Venture; Merger. The provisions of this Declaration 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 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 shall be construed as a whole and not strictly for or against any party.

10. Choice of Law; Recordation. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah. This Declaration shall be recorded in the records of the County Recorder of Davis County, Utah.

11. Successors and Assigns; Run with the Land. All of the provisions in this Declaration, including the benefits and burdens, shall be and are binding upon and inure to the benefit of the successors and assigns of the parties hereto. All obligations of each party under this Declaration, if more than one person or entity is the successor or assign of such party, shall be jointly and severally binding on each such person or entity. The covenants agreed to and the restrictions imposed herein shall continue as a servitude running in perpetuity with the Easement Property and the Water Line and shall survive any death or termination of any party's existence. The easements, agreements, duties, responsibilities and covenants herein contained shall be easements and covenants running with the land. Each party shall have the right, without prior written consent, to assign, transfer or otherwise convey the rights, duties and obligations hereunder to any other person or entity.

12. No Third Party Beneficiaries. Nothing in this Declaration is intended to create an enforceable right, claim or cause of action by any third party against any party to this Declaration.

13. Authority of Signatory. Each person executing this Declaration certifies that he or she is duly authorized to execute this Declaration on behalf of the party for which he or she is signing, and that the person has the authority to bind said party to the terms of this Declaration.

14. Independent Provisions. If any provision herein is held invalid or unenforceable, such a finding shall not affect the validity of the remainder of the Declaration, the parties hereto hereby stipulate that all provisions are deemed severable and independent.

15. Counterparts. This Declaration and any originals of exhibits referred to herein may be executed in any number of duplicate originals or counterparts, each of which (when the original signatures are affixed together with the applicable acknowledgment) shall be an original but all of which shall constitute one and the same instrument.

16. Miscellaneous. The paragraph and other headings contained in this Declaration are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any of the provisions of this Declaration. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof. Further, the masculine gender shall include the female gender and neuter, and vice versa. The recital paragraphs set forth above are expressly incorporated in this Declaration by this reference. This Declaration represents the wording selected by the parties to define their agreement and no rule of strict construction shall apply against either party. Each party represents that it has had or has been advised to have the representation of its legal counsel in connection with the preparation of this Declaration. The words "hereof," "hereto," "herein" and "hereunder" and words of similar import, when used in this Declaration, shall refer to this Declaration as a whole and not to any particular provision of this Declaration. References herein to Paragraphs and Exhibits shall be construed as references to Paragraphs and Exhibits of this Declaration unless the context otherwise requires. Any terms defined in this Declaration in the singular shall have a comparable meaning when used in the plural, and vice versa.

[Signature Page Follows]

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

A portion of the SE1/4 of Section 19, Township 4 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the Westerly line of that Real Property described in Deed Book 5006 Page 276 of the Official Records of Davis County, located S89°55'40"W along the Section line 922.99 feet and North 1,109.99 feet from the Southeast Corner of Section 19, T4N, R1W, SLB&M; thence N89°57'56"W 167.85 feet; thence N00°02'04"E 0.89 feet; thence N89°57'56"W 225.85 feet to a Boundary Line Agreement recorded as Book 4599 Page 72 of the Official Records of Davis County; thence N00°02'04"E along said agreement 1,329.10 feet to the Southerly line of the Denver and Rio Grande Railroad Right-of-Way; thence along said Right-of-Way the following 3 (three) courses: 1) thence S34°43'40"E 265.40 feet; 2) S55°16'20"W 12.00 feet; 3) S34°43'40"E 442.38 feet to the Northerly Corner of that Real Property described in Deed Book 5006 Page 276 of the Official Records of Davis County; thence S00°02'04"W along said deed 741.69 feet to the point of beginning.

Contains: 9.33 acres+/-

EXHIBIT "C"

LEGAL DESCRIPTION OF EASEMENT PROPERTY

A 15' wide easement located in the SE1/4 of Section 19, Township 4 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S89°55'40"W along the Section line 922.56 feet and North 1,818.71 feet from the Southeast Corner of Section 19, T4N, R1W, SLB&M; thence N34°27'09"W 692.20 feet; thence N54°59'38"E 27.47 feet; thence S34°43'40"E 15.00 feet; thence S54°59'38"W 12.54 feet; thence S34°27'09"E 655.51 feet; thence S00°02'04"W 26.49 feet to the point of beginning.

Contains: 10,408 square feet+/-

EXHIBIT "D"

GRAPHIC DESCRIPTION OF EASEMENT PROPERTY

