

WHEN RECORDED RETURN TO:

E T Irrigating Utah Copper LLC
4700 Daybreak Parkway
South Jordan, Utah 84095
Attn: Ted Balling

Ent: 440202 - Ps 1 of 8
Date: 11/30/2016 02:20 PM
Fee: \$26.00
Filed By: CP
Jarr. Houshion, Recorder
Tooele County Corporation
For: BRIDLEWALK INVESTORS

WATER PIPELINE EASEMENT AGREEMENT

THIS WATER PIPELINE EASEMENT AGREEMENT ("**Agreement**") is entered into to be effective as of the 1st day of November, 2016, by and between BRIDLEWALK INVESTORS LLC, a Utah limited liability company with an address of PO Box 95410, South Jordan, UT 84095 ("**Grantor**") and E T IRRIGATING CANAL COMPANY, a Utah nonprofit company, with an address of 4700 Daybreak Parkway, South Jordan City, Utah 84095 ("**Grantee**").

1. Grantor hereby grants and conveys to Grantee an exclusive, perpetual right-of-way and easement ("**Easement**") to locate, survey, construct, entrench, maintain, repair, replace, protect, expand, upgrade, inspect and operate an underground water pipeline and appurtenant surface and subsurface facilities, including but not limited to gates, in-fall and outfall structures and cleanouts ("**Pipeline Facilities**") over, under and through a portion of the land described on Exhibit A attached hereto and made a part hereof (the "**Grantor Property**"). The Grantor Property included within the Easement is described in Exhibit B attached hereto and incorporated herein by reference (the "**Easement Area**").
2. The foregoing grant includes the right of ingress and egress across the Grantor Property to and from the Easement Area, and access on and within the Easement Area for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining the Pipeline Facilities and the removal or replacement of the same at will, either in whole or in part, with either like or different size pipe or facilities ("**Work**"). Grantee may use such portions of the Grantor Property along and adjacent to the Easement Area as may be reasonably necessary for such Work.
3. Subject to the provisions of this Agreement, Grantee agrees that within a reasonable time following the completion of any Work, and subject to weather and/or soil conditions, Grantee shall, as near as practicable, restore the Easement Area and any affected Grantor Property to its original contour and condition. Grantee shall have the right to cut and to keep clear, without repair or payment of damages, all trees, brush, native growth or foliage and other obstructions that may, in the Grantee's opinion, endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of the Pipeline Facilities.
4. Grantee may freely assign this Agreement, either in whole or in part, subject to the terms hereof. The obligations of Grantor hereunder shall be covenants running with the land and shall be binding upon Grantor and its successors in title.
5. Grantee may at any time permanently abandon the Easement and, at its discretion, may remove or abandon in place the improvements constructed on the Easement Area. Upon

such abandonment, Grantee may, at its discretion, execute and record a reconveyance and release of the Easement, whereupon this Agreement shall be fully canceled and terminated.

6. Grantor reserves the right to use and enjoy the surface of the Easement Area so long as such use does not hinder, conflict or interfere with the rights of Grantee hereunder or disturb its ability to operate, maintain and protect the Pipeline Facilities. Except for fencing along property lines, no permanent or semi-permanent facilities, structures or improvements of any kind shall be constructed, created or maintained within the Easement Area. No excavation below grade in excess of 12-inches shall occur within the Easement Area. Grantee reserves the right to restrict plantings and landscaping that may interfere with the maintenance, replacement, or repair of the Pipeline Facilities.

7. The terms, conditions and provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties.

8. All notices required to be given under this Agreement shall be in writing and shall be transmitted either by personal delivery, a reputable overnight courier which keeps receipts of delivery (such as Federal Express), or through the facilities of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be effective upon delivery, if delivered by personal delivery or overnight courier, and seventy-two (72) hours after dispatch, if mailed in accordance with the above. Notices to the respective parties shall be sent to the addresses set forth in the preamble to this Agreement.

9. Nothing contained in this Agreement shall be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement be strictly limited to and for the purposes expressed herein.

10. This Agreement sets forth the entire understanding of the parties as to the matters set forth herein and cannot be altered or otherwise amended, except pursuant to an instrument in writing signed by each of the parties hereto.

11. In the event it becomes necessary for any party hereto to employ an attorney in order for such party to enforce its rights hereunder, either with or without litigation, the non-prevailing party of such controversy shall pay to the prevailing party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing party in enforcing its rights hereunder.

12. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

13. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.

14. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint venturers or to have any other similar relationship to each other in the conduct of their respective businesses, or otherwise.

15. Failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

16. Each undersigned represents and warrants that each has been duly authorized by all necessary corporate, company or trust action, as appropriate, to execute this Agreement for and on behalf of the respective parties.

17. The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate.

18. This Agreement may be executed in any number of counterparts, provided each counterpart is identical in its terms. Each such counterpart, when executed and delivered will be deemed to be an original, and all such counterparts shall be deemed to constitute one and the same instrument. For convenience in recording, signature pages from multiple counterparts may be detached from their counterparts and attached to a single counterpart to be recorded.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

GRANTOR:

BRIDLEWALK INVESTORS LLC,
a Utah limited liability company

Date: 11-15-16, 2016

By: [Signature]
Print Name: Howard J. Schmitt
Title: Manager

GRANTEE:

E T IRRIGATING CANAL COMPANY,
a Utah non-profit corporation

Date: 11-15-16, 2016

By: Keith B. Fryer
Print Name: KEITH B FRYER
Title: President, E T CANAL COMPANY

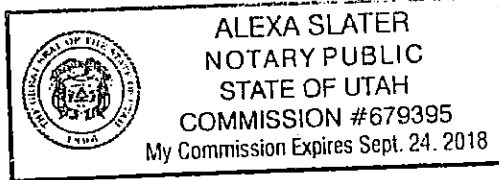
GRANTOR ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF TOWELE) : ss.

The foregoing instrument was acknowledged before me this 15 day of November 2016, by Alexa Slater

[Signature]
NOTARY PUBLIC
Residing at: TOWELE

My Commission Expires:
9/24/2018



GRANTEE ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 15 day of November 2016, by Alexa Slater, as Keith Fryer on behalf of E.T. IRRIGATING CANAL COMPANY, a Utah non-profit corporation.

[Signature]
NOTARY PUBLIC
Residing at: TOWELE

My Commission Expires:
9/24/2018

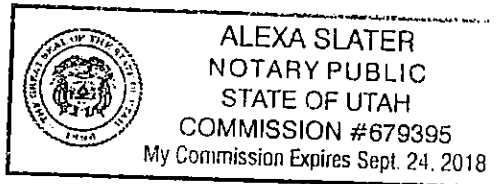


EXHIBIT "A"
TO
WATER PIPELINE EASEMENT AGREEMENT

Legal Description of Grantor Property

The real property referenced in the foregoing instrument as the Grantor Property is located in Tooele County, Utah and is more particularly described as:

E.T. CANAL EASEMENT DESCRIPTION:

A STRIP OF LAND OF UNIFORM WIDTH OF 20.00 FEET, THE SIDELINES OF WHICH ARE TO BE LENGTHENED OR SHORTENED AS NECESSARY SO AS TO BEGIN AT THE EASTERLY SIDELINE OF SPRING VALLEY LANE, A 60 FOOT PUBLIC RIGHT OF WAY, BRIDLE WALK ACRES SUBDIVISION, PHASE 2, AND TO TERMINATE AT THE WESTERLY BOUNDARY OF BRIDLE WALK ACRES SUBDIVISION, PHASE 1, THE CENTERLINE OF SAID STRIP MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, A STANDARD 2.5" DISC IN CONCRETE MARKED TCS 2010; THENCE SOUTH, A DISTANCE OF 701.26 FEET; THENCE EAST, A DISTANCE OF 147.19 FEET, TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, SOUTH 66°38'39" WEST, A DISTANCE OF 212.89 FEET;
THENCE, SOUTH 66°37'55" WEST, A DISTANCE OF 48.95 FEET;
THENCE, SOUTH 62°54'34" WEST, A DISTANCE OF 41.85 FEET;
THENCE, SOUTH 59°31'30" WEST, A DISTANCE OF 111.79 FEET;
THENCE, SOUTH 57°12'01" WEST, A DISTANCE OF 624.84 FEET;
THENCE, SOUTH 55°05'05" WEST, A DISTANCE OF 402.51 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF BRIDLE WALK SUBDIVISION, PHASE 1, AND THE TERMINUS OF THIS DESCRIPTION.

LESS AND EXCEPTING THAT PORTION OF LOT 11, LUCIN ACRES, RECORDED AS ENTRY NO. 106292.

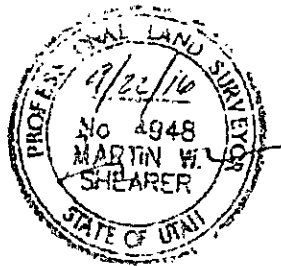


EXHIBIT "B"
TO
WATER PIPELINE EASEMENT AGREEMENT

Legal Description of Easement Area

The real property referenced in the foregoing instrument as the Easement Area is located in Tooele County, Utah and is more particularly described as:

E.T. CANAL EASEMENT DESCRIPTION:

A STRIP OF LAND OF UNIFORM WIDTH OF 20.00 FEET, THE SIDELINES OF WHICH ARE TO BE LENGTHENED OR SHORTENED AS NECESSARY SO AS TO BEGIN AT THE EASTERLY SIDELINE OF SPRING VALLEY LANE, A 60 FOOT PUBLIC RIGHT OF WAY, BRIDLE WALK ACRES SUBDIVISION, PHASE 2, AND TO TERMINATE AT THE WESTERLY BOUNDARY OF BRIDLE WALK ACRES SUBDIVISION, PHASE 1, THE CENTERLINE OF SAID STRIP MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, A STANDARD 2.5" DISC IN CONCRETE MARKED TCS 2010; THENCE SOUTH, A DISTANCE OF 701.26 FEET; THENCE EAST, A DISTANCE OF 147.19 FEET, TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, SOUTH 66°38'39" WEST, A DISTANCE OF 212.89 FEET;
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THENCE, SOUTH 62°54'34" WEST, A DISTANCE OF 41.85 FEET;
THENCE, SOUTH 59°31'30" WEST, A DISTANCE OF 111.79 FEET;
THENCE, SOUTH 57°12'01" WEST, A DISTANCE OF 624.84 FEET;
THENCE, SOUTH 55°05'05" WEST, A DISTANCE OF 402.51 FEET, MORE OR LESS, TO THE WEST BOUNDARY OF BRIDLE WALK SUBDIVISION, PHASE 1, AND THE TERMINUS OF THIS DESCRIPTION.

LESS AND EXCEPTING THAT PORTION OF LOT 11, LUCIN ACRES, RECORDED AS ENTRY NO. 106292.

