

WPR UTILITY DISTRICT

36 S. State Street
Suite 500
Salt Lake City, UT 84111

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Tuesday, June 23, 2026

TIME: 5:00 p.m.

LOCATION: 36 S. State St., Suite 500
Salt Lake City, UT 84111
And Via Microsoft Teams

ACCESS: To attend via Microsoft Teams Videoconference, use the below link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDM5MmUyZTkODZiNi00MzU3LWEwNDEtZDM3N2IwZGQ2ZjY2%40thread.v2/0?context=%7b%22Tid%22%3a%223e95e77c-c839-42d7-a767-aac8531785ff%22%2c%22Oid%22%3a%228d48df21-9763-40d0-ba52-983e5a92dcea%22%7d

BOARD OF TRUSTEES: Gary Derck
Ed Schultz
Jenny Robinson

PUBLIC NOTICE is hereby given that the Board of Trustees (the “Board”), of the WPR Utility District (the “District”), will hold a meeting of the Board on Tuesday, June 23, 2026, commencing at 5:00 p.m., at 36 S. State St., Ste. 500, Salt Lake City, Utah, 84111 and via Microsoft Teams, at which time the Board shall proceed according to the following agenda:

[FOR REFERENCE] “As the Chair of the Board of Trustees of the WPR Utility District, I hereby call this regular meeting of the Board to order at 5:-- P.M. on Tuesday, June 23, 2026, at 36 S State Street, Suite 500, Salt Lake City, UT 84111. In compliance with the requirements of Utah’s Open and Public Meetings Law: (i) notice of this meeting has been duly posted and published, and (ii) this meeting is being recorded and minutes of the meeting, in its entirety, are being kept.”

I. ADMINISTRATIVE MATTERS

- A. Call to order.
- B. Public Comment. Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

- C. Review and consider approval of minutes from May 26, 2026, regular meeting (enclosure).
- D. Approval of the Annual Meeting Schedule for the 2026-2027 Fiscal Year (enclosure)

II. FINANCIAL MATTERS

- A. Approve and/or ratify approval of payment of claims (enclosure).
- B. Discussion on Property Tax Impact Statement (enclosure).

III. MANAGER AND OPERATIONAL MATTERS

- A. District Manager Update
- B. Equipment Billing Rates (enclosure)

IV. LEGAL MATTERS

- A. Water Rights Assignment (enclosure)

V. BOARD MEMBER MATTERS

- A. Comments, reports, updates, and discussion of ongoing issues and future agenda topics.

VI. OTHER BUSINESS

VII. ADJOURNMENT

[This notice to be published on the Utah Public Notice Website at least 24 hours prior to the meeting.]

May 26, 2026, Meeting Minutes

MINUTES OF REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
WPR UTILITY DISTRICT (THE "DISTRICT")
HELD
May 26, 2026

A regular meeting of the Board of Directors of the WPR Utility District (referred to hereafter as the "Board") was convened on Tuesday, May 26, 2026, at 5:01 p.m., at 36 S. State St., Suite 500, Salt Lake City, Utah 84111 and via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Trustees in attendance were:
Gary Derck
Ed Schultz
Jenny Robinson

Also, In Attendance Were:
Carley Herrick, Evan Tufts, Nate Bell, Suzanne Bennett, and Kelli Reid; Wasatch Peaks Ranch
Todd Godfrey; Hayes Godfrey Bell, P.C.

Michael Miller joined from the public.

ADMINISTRATIVE MATTERS

Call to Order:

The meeting was called to order at 5:01 p.m. by Trustee Derck, who recited the following:

"As Chair of the Board of Trustees of the WPR Utility District, I hereby call this regular meeting of the Board to order at 5:01 P.M. on May 26, 2026, at 36 S. State St., Suite 500, Salt Lake City, Utah 84111. In compliance with the requirements of Utah's Open and Public Meetings Law: (i) notice of this meeting has been duly posted and published, and (ii) this meeting is being recorded and minutes of the meeting, in its entirety, are being kept.

Public Comment:

None.

Minutes from April 28, 2026, Regular Meeting:

The Board reviewed the minutes. Trustee Robinson made a motion to approve the minutes from the April 28, 2026, regular meeting. Trustee Schultz seconded the motion. The motion passed unanimously by Trustees Robinson, Schultz, and Derck.

FINANCIAL MATTERS

Payment of Claims:

Ms. Reid reviewed the payment of claims with the Board. Trustee Schultz made a motion to approve and/or ratify approval of the payment of claims. Trustee Robinson seconded the motion. The motion passed unanimously by Trustees Robinson, Schultz, and Derck.

Squire Engagement:

Ms. Herrick reviewed the Squire Engagement with the Board. Trustee Robinson made a motion to approve the Squire Engagement. Trustee Schultz seconded the motion. The motion passed unanimously by Trustees Robinson, Schultz, and Derck.

Approval of FY2026-2027 Tentative and Interim Budget and Public Hearing Date:

Mr. Tufts reviewed the 2026-2027 Tentative and Interim Budget with the Board and noted that the Budget included a proposed property tax increase from 0.00054 mills to 0.0008 mills. Trustee Robinson made a motion to approve the 2026-2027 Tentative and Interim Budget. Trustee Schultz seconded the motion. The motion passed unanimously by Trustees Robinson, Schultz, and Derck.

Trustee Schultz made a motion to set the public hearing to take comment on the 2026-2027 Tentative and Interim Budget on Tuesday August 25, 2026 at 5:00 PM. Trustee Robinson seconded the motion. The motion passed unanimously by Trustees Robinson, Schultz, and Derck.

Property Tax Impact Statement:

Ms. Herrick reviewed the Property Tax Impact Statement with the Board. Trustee Robinson made a motion to approve the Property Tax Impact Statement. Trustee Schultz seconded the motion. The motion passed unanimously by Trustees Robinson, Schultz, and Derck.

Truth in Taxation Updates and Public Hearing Date:

Mr. Tufts gave an update on the Truth in Taxation Process for 2026. Trustee Schultz made a motion to set the Truth in Taxation Hearing for Monday August 17th at 6:00 PM. Trustee Robinson seconded the motion. The motion passed unanimously by Trustees Robinson, Schultz, and Derck.

2026 Q3 Financials:

Ms. Reid reviewed the Q3 2026 financials with the Board. Trustee Schultz made a motion to approve the 2026 Q3 Financials. Trustee Robinson seconded the motion. The motion passed unanimously by Trustees Robinson, Schultz, and Derck.

Mr. Bell gave an update on Water Operators trainings and certifications, fire hydrant testing, PRV inspections, and confined space permitting and training.

Mr. Bell also discussed the Residential Propane Service Construction and Installation Standards developed in connection with Mile High Propane for the District. Trustee Schultz made a motion to approve the Residential Propane Service Construction and Installation Standards. Trustee Robinson seconded the motion. The motion passed unanimously by Trustees Robinson, Schultz, and Derck.

LEGAL MATTERS

Phase 3A.1 Easement Agreement & Improvement Completion Agreement:

Ms. Herrick reviewed the Phase 3A.1 Easement Agreement and Improvement Completion Agreement with the Board. Trustee Schultz made a motion to approve the Easement Agreement and ratify the Improvement Completion Agreement. Trustee Robinson seconded the motion. The motion passed unanimously by Trustees Robinson, Schultz, and Derck.

Phase 4A.1 Upper Townhomes Easement Agreement & Improvement Completion Agreement:

Ms. Herrick reviewed the Phase 4A.1 Upper Townhomes Easement Agreement and Improvement Completion Agreement with the Board. Trustee Schultz made a motion to approve the Easement Agreement and ratify the Improvement Completion Agreement. Trustee Robinson seconded the motion. The motion passed unanimously by Trustees Robinson, Schultz, and Derck.

2026-2027 Service Provider Rates:

Ms. Herrick reviewed the 2026-2027 Service Provider Rates with the Board. Trustee Robinson made a motion to approve the 2026-2027 Service Provider Rates. Trustee Derck seconded the motion. The motion passed unanimously by Trustees Robinson, Schultz, and Derck.

BOARD MEMBER MATTERS

None.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, Trustee Robinson motioned to adjourn the meeting at 5:25 p.m. Trustee Schultz seconded the motion. The

motion passed unanimously by Trustees Robinson, Schultz, and Derck.

Respectfully submitted,

By _____

District Chair

Attest:

By _____

District Clerk

DRAFT

2026-2027 Annual Meeting Schedule

WPR UTILITY DISTRICT NOTICE OF ANNUAL MEETING SCHEDULE

PUBLIC NOTICE is hereby given that the annual schedule for the regular meetings of the Board of Trustees (the “Board”), of WPR Utility District (the “District”), for fiscal year 2026-2027 is as follows:

- Tuesday July 28, 2026
- Tuesday August 25, 2026
- Tuesday September 22, 2026
- Tuesday October 27, 2026
- Tuesday November 17, 2026
- Tuesday December 15, 2026
- Tuesday January 26, 2027
- Tuesday February 23, 2027
- Tuesday March 23, 2027
- Tuesday April 27, 2027
- Tuesday May 25, 2027
- Tuesday June 22, 2027

The said regular meetings of the Board will be held on the above dates at 36 S. State Street, Suite 500, Salt Lake City, Utah 84111, beginning at 5:00 p.m. and virtually via Microsoft Teams, until the District offices are complete. Once completed, the meetings of the Board will be held at 4201 N Morgan Valley Dr, Morgan, UT 84050.

District Clerk

Payment of Claims

WPR Utility District

For the period 5/13/2026-6/12/2026

Paid Claims

Date	Person/Description	Reference	Balance	Remarks
5/14/2026	CORE & MAIN LP (v0000548)	2148	(1,394.24)	Supplies
5/14/2026	STREAMLINE SOFTWARE INC. (v0000670)	2149	(1,257.59)	Annual Billing 5/1/26-5/1/27
5/14/2026	ZIONS BANK (v0000808)	9999051426	(2,439.92)	April 2026 Visa Payment
5/14/2026	WASATCH PEAKS RANCH CLUB LLC (v0000310)	2	(1,750.00)	May 2026 Accounting Services
5/14/2026	WASATCH PEAKS RANCH CLUB LLC (v0000310)	2	(750.00)	May 2026 Admin Services
5/15/2026	MOUNTAIN GREEN SEWER DISTRICT (v0000162)	9999051526	(8,112.00)	March Connections - 52
5/15/2026	MOUNTAIN GREEN SEWER DISTRICT (v0000162)	9999051526	(8,424.00)	April Connections - 54
5/15/2026	SKM ENGINEERING, LLC (v0000502)	9999051526	(1,143.99)	Services through 8/31/25
5/15/2026	SKM ENGINEERING, LLC (v0000502)	9999051526	(1,078.57)	Services through 2/28/26
5/15/2026	MILE HIGH PROPANE (v0000666)	9999051526	(3,432.12)	April Usage 11,440.40 gallons
5/15/2026	MILE HIGH PROPANE (v0000666)	9999051526	(15,787.75)	April Usage 11,440.40 Gallons
5/15/2026	NAPA AUTO PARTS OF MORGAN (v0000739)	9999051526	(74.97)	10W30 Oil
5/20/2026	ROCKY MOUNTAIN POWER (v0000087)	9999052026	(3,590.44)	Item 1 - Pump Station 2 - 4/2/26-3/1/26
5/20/2026	ROCKY MOUNTAIN POWER (v0000087)	9999052026	(201.73)	Item 2 - Lift Station - 4/2/26-5/1/26
5/20/2026	ROCKY MOUNTAIN POWER (v0000087)	9999052026	(99.46)	Item 3 - Tank 1 - 4/2/26-5/1/26
5/20/2026	ROCKY MOUNTAIN POWER (v0000087)	9999052026	(2,128.19)	Item 4 - Pump House 3 - 4/2/26-5/1/26
5/20/2026	ROCKY MOUNTAIN POWER (v0000087)	9999052026	(36.10)	Item 5 - Intermediate Sewer Station - 4/2/26-5/1/26
5/20/2026	ROCKY MOUNTAIN POWER (v0000087)	9999052026	(69.78)	Item 6 - Tank 4 - 4/2/26-5/1/26
5/20/2026	ROCKY MOUNTAIN POWER (v0000087)	9999052026	(2,336.90)	Item 7 - Pump Station 1 - 4/2/26-5/1/26
5/20/2026	ROCKY MOUNTAIN POWER (v0000087)	9999052026	(5,003.79)	Item 8 - Wells A1 & A2 - 4/2/26-5/1/26
5/20/2026	ROCKY MOUNTAIN POWER (v0000087)	9999052026	(31.98)	Item 20 Contract - Sewer Operation Site
5/21/2026	WEBER BASIN WATER CONSERVANCY DISTRICT (v0000061)	2150	(12.00)	April Lab Billing
5/21/2026	May Bank Fees		(8.61)	May Bank Fees
6/11/2026	VERIZON WIRELESS (v0000011)	9999052126	(113.35)	April Usage Billing
6/11/2026	ALL WEST COMMUNICATIONS (v0000357)	9999052126	(340.49)	May Billing
6/4/2026	TOM RANDALL DISTRIBUTING (v0000231)	2151	(373.75)	15% of Tom Randall Invoice 0416257
6/4/2026	TOM RANDALL DISTRIBUTING (v0000231)	2151	(2,117.89)	Bill RFD - 85% of Tom Randall Invoice 0416257
6/4/2026	TOM RANDALL DISTRIBUTING (v0000231)	2151	(97.04)	15% of fuel purchase
6/4/2026	TOM RANDALL DISTRIBUTING (v0000231)	2151	(549.90)	85% of Tom Randall Inv. 0417253 Fuel Purchase
6/4/2026	MORGAN ACE HARDWARE (v0000765)	2152	(85.09)	Concrete Mix & Other Supplies
6/4/2026	ERICA WHITE (v0000826)	2153	(325.00)	CPR Training
6/4/2026	WPR DEVELOPMENT COMPANY LLC (v0000069)	9999060426	(38,333.00)	May Management Fees
6/4/2026	WPR DEVELOPMENT COMPANY LLC (v0000069)	9999060426	(3,000.00)	May Admin Fees
6/4/2026	WASATCH PEAKS RANCH CLUB LLC (v0000310)	9999060426	(207.22)	Item 53 - Sewer Lift Station - April Usage
6/4/2026	WASATCH PEAKS RANCH CLUB LLC (v0000310)	9999060426	(4,090.51)	Item 58 - Well 3 - April Usage
6/4/2026	WASATCH PEAKS RANCH CLUB LLC (v0000310)	9999060426	(1,725.97)	Item 59 - Well Pump Operations - April Usage
6/4/2026	WASATCH PEAKS RANCH CLUB LLC (v0000310)	9999060426	(10.44)	Item 60 - Propane Yard - April Usage
6/4/2026	WASATCH PEAKS RANCH CLUB LLC (v0000310)	9999060426	(74.78)	Item 61 - Sewer Lift 2 - April Usage
6/4/2026	WASATCH PEAKS RANCH CLUB LLC (v0000310)	9999060426	(329.25)	Item 62 - Sewer Lift Station Contract
6/4/2026	WASATCH PEAKS RANCH CLUB LLC (v0000310)	9999060426	(61.35)	Item 62 - Propane Operation Site Contract
6/4/2026	WASATCH PEAKS RANCH CLUB LLC (v0000310)	9999060426	(10.43)	Item 64 - Sewer Lift Station #3 - April Usage
6/4/2026	WPR ROAD & FIRE DISTRICT (v0000708)	9999060426	(178.20)	Diesel Fuel - Tom Randall Inv. 0414447
6/4/2026	WPR ROAD & FIRE DISTRICT (v0000708)	9999060426	(209.54)	Diesel Fuel - Tom Randall Inv. 0415484
6/4/2026	WPR ROAD & FIRE DISTRICT (v0000708)	9999060426	(257.11)	Diesel Fuel - Tom Randall Inv. 0415483
6/5/2026	BLUE LINE TECHNOLOGIES INC (v0000039)	9999060526	(139.52)	May Billing
6/5/2026	WATERFORD SERVICES, LLC (v0000665)	9999060526	(2,424.00)	Accutab (60 lb pail)
6/5/2026	MILE HIGH PROPANE (v0000666)	9999060526	(566.67)	Valves & Couplings - MV 12 - Includes Labor
6/5/2026	MILE HIGH PROPANE (v0000666)	9999060526	(566.67)	Valves & Couplings - MV 11 - Including Labor
6/5/2026	MILE HIGH PROPANE (v0000666)	9999060526	(566.66)	Valves & Couplings - MV 10 - Including Labor
6/5/2026	DELCO WESTERN (v0000680)	9999060526	(2,950.00)	WHC Extreme Series 240v Pumps back up pumps
6/5/2026	HAYES GODFREY BELL PC (v0000749)	9999060526	(102.00)	April Legal Services
6/5/2026	LEE'S ACE HARDWARE (v0000803)	9999060526	(41.89)	Stock Supplies
6/5/2026	LEE'S ACE HARDWARE (v0000803)	9999060526	(14.01)	Stock Supplies
6/5/2026	LEE'S ACE HARDWARE (v0000803)	9999060526	(48.56)	Stock Supplies
6/5/2026	LEE'S ACE HARDWARE (v0000803)	9999060526	(25.35)	Stock Supplies
6/5/2026	LEE'S ACE HARDWARE (v0000803)	9999060526	(30.18)	Masonry Anchor, Screws, Misc. Fasteners
6/5/2026	FASTENAL (v0000813)	9999060526	(4,569.98)	Supplies - Pipe Fitting Project
6/5/2026	FASTENAL (v0000813)	9999060526	(458.93)	Supplies

WPR Utility District

For the period 5/13/2026-6/12/2026

Paid Claims

Date	Person/Description	Reference	Balance	Remarks
6/5/2026	J. WILKINSON & SONS (v0000823)	9999060526	(222.89)	1/2 Yard 5 Bags - Concrete
6/5/2026	J. WILKINSON & SONS (v0000823)	9999060526	(786.94)	2 1/4 Yard 5 Bag +delivery - Concrete
6/11/2026	TOM RANDALL DISTRIBUTING (v0000231)	2154	(3,061.91)	Diesel Fuel - 85% of purchase paid for by RFD
6/11/2026	TOM RANDALL DISTRIBUTING (v0000231)	2154	(540.34)	Diesel Fuel 15%
6/11/2026	MORGAN ACE HARDWARE (v0000765)	2155	(32.99)	Killer Wed&GRS
6/11/2026	WASATCH PEAKS RANCH CLUB LLC (v0000310)	9999061126	(1,750.00)	June Accounting Services
6/11/2026	WASATCH PEAKS RANCH CLUB LLC (v0000310)	9999061126	(750.00)	June 2026 Admin Services
6/12/2026	MOUNTAIN GREEN SEWER DISTRICT (v0000162)	9999061126	(9,360.00)	May Connections - 60
6/12/2026	MILE HIGH PROPANE (v0000666)	9999061126	(650.00)	Valves & Couplings - MV9
6/12/2026	MILE HIGH PROPANE (v0000666)	9999061126	(8,333.89)	6039.05 gals @ \$1.38/gals
6/12/2026	MILE HIGH PROPANE (v0000666)	9999061126	(1,811.71)	6039.05 gals @ \$0.30/gals
			<u>(151,459.53)</u>	

Unpaid Claims

Date	Vendor		Amount	
4/3/2025	MOUNTAINLAND SUPPLY COMPANY	S106748668.004CR	(559.39)	CREDIT
6/1/2026	WPR DEVELOPMENT COMPANY LLC	060126UD	38,333.00	June Management Fees
6/1/2026	WPR DEVELOPMENT COMPANY LLC	060126UD	3,000.00	June Administrative Fees
6/1/2026	WPR DEVELOPMENT COMPANY LLC	060126UD	1,500.00	Mark S. Inv. 2025-10 50% of Cost
6/1/2026	WPR DEVELOPMENT COMPANY LLC	060126UD	62.50	Mark S. Inv. 2025-11 50% of Cost
6/1/2026	WPR DEVELOPMENT COMPANY LLC	060126UD	5,257.45	Mark S. Inv. 2026-1 50% of Cost
6/1/2026	WPR DEVELOPMENT COMPANY LLC	060126UD	2,375.00	Mark S. Inv. 2026-2 50% of Cost
6/1/2026	WPR DEVELOPMENT COMPANY LLC	060126UD	2,375.00	Mark S. Inv. 2026-3 50% of Cost
6/1/2026	WPR DEVELOPMENT COMPANY LLC	060126UD	2,500.00	Mark S. Inv. 2026-4 50% of Cost
6/1/2026	ALL WEST COMMUNICATIONS	06012026 5591900	340.49	June Billing
			<u>55,184.05</u>	

Property Tax Impact Statement

WPR UTILITY DISTRICT 2026 PROPERTY TAX IMPACT STATEMENT

WPR Utility District is considering adopting a tax rate that exceeds the certified tax rate. The proposed ad valorem tax rate adjustment is expected to generate approximately \$190,000 in additional revenue to support the District's operating expenses. The proposed rate adjustment would result in an approximate 48%¹ increase in ad valorem tax revenue, reflecting a change in the tax rate from 0.00054 mills to 0.0008 mills. The District has historically maintained a tax rate of 0.0008 mills through the annual truth in taxation process since its establishment.

For residential and commercial property owners within the District, the proposed adjustment would increase the WPR Utility District portion of property taxes by approximately 48%. For the average WPR unimproved lot, this represents an estimated property tax increase of approximately \$1,100 annually.

All ad valorem tax revenue will be applied to the District's General Fund. These additional revenues will be used to support the District's growing operational needs, including hiring additional staff and maintaining service levels as utility infrastructure and maintenance obligations continue to grow. Without this adjustment, the District will face increasing operational demands without sufficient ongoing resources to adequately support those obligations. Approval of the proposed increase will allow the District to maintain reliable utility services, meet growing infrastructure and operational needs, and avoid relying on additional debt to fund operating expenses.

In addition to the proposed tax increase, the Developer has agreed to provide an approximate \$600,000 subsidy in 2026 to support the District's operations.

¹ The reported 48% increase represents the relative change in the mill levy rate, increasing from 0.00054 to 0.00080. Percentage change was calculated using the standard formula: $(\text{new rate} - \text{prior rate}) \div \text{prior rate} \times 100$.

Equipment Billing Rates



WPR Local Districts T&M Rates 2026

36 South State Street
Suite 500
Salt Lake City, Utah 84111

Equipment Rates (no labor)

Equipment Code	Type	Rate
C315	Excavator	\$117.72/HR
C938	Front End Loader	\$117.72/HR
C265	Tracked Skid Steer	\$84.9/HR
C150	Road Grader	\$184.04/HR
C420	Rubber Tire Backhoe	\$84.9HR
H79	Plate Compactor	\$60/Day
H9	Rammer/ Jumping Jack	\$60/Day
ET01	20' Equipment Trailer	\$100/Day
GS1	Generator	\$85/Day
T001	F250 Pick Up Truck (UD)/ Hand Tools Included	\$110/Day
T002	F250 Pick Up Truck (RFD) Hand Tools Included	\$110/Day
T003	F350 Pick Up Truck (RFD) Hand Tools Included	\$115/Day
PT004	Freightliner 108SD	\$110/HR (Winter)
PT005	Freightliner 108SD	\$110/HR (Winter)
ET02	800 Gallon Water Trailer	\$65/ HR

Labor Rates

Labor Code	Type	Rate
SPR	Superintendent	76.9/HR
FRM	Forman	54.33/HR
OP2	Operator Level 2	41.54/HR
OP1	Operator Level 1	31.93/HR
UTOP	Utility Operator	44.67/HR

***All materials cost + %25 mark up of invoiced amount.**

Water Rights Assignment

Account No _____

Replacement Contract/District 3

Previous Owners: 1

Previous Contract: 77158

ASSIGNMENT

THIS ASSIGNMENT is made and entered into this 15th day of June, 2026, by and between Wasatch Peaks Ranch LLC (herein "First Party") and WPR Utility District, (herein "Second Party") (herein "Assignment").

WITNESSETH

WHEREAS, under date of January 24, 2019, Wasatch Peaks Ranch LLC, as Purchaser, entered into a contract with Weber Basin Water Conservancy District (herein "District") for the purchase of 2,500.00 acre-feet of water for replacement purposes (herein "Original Allotment"), which contract was thereafter recorded in the office of the County Recorder of Morgan County, Utah, as Entry No. 146835 (herein "Original Contract"); and

WHEREAS, under date of February 26, 2025, the said, Wasatch Peaks Ranch LLC assigned and transferred to Peterson Pipeline Association, all of the right, title and interest in and to 1.0 acre-foot of the Original Allotment which contract was thereafter filed in the office of Weber Basin Water Conservancy District, and

WHEREAS, First Party is now the current owner of the below referenced parcels and desires to assign and transfer to Second Party hereunder, First Party's right, title and interest in and to 2,499.00 acre-feet of water from the Original Allotment.

WHEREAS, the parties agree that, if any terms contained in this Assignment are inconsistent with any of the terms contained in the Original Contract, the terms of this Assignment shall govern; and

NOW, THEREFORE, it is hereby agreed between First Party, Second Party, and the District as follows:

1. ASSIGNMENT. First Party hereby assigns and transfers to Second Party all of First Party's right, title and interest in and to 2,499.00 acre-feet of water from the Original Allotment. Second Party agrees to comply strictly with all of the terms and conditions of the Original Contract and this Assignment, and proposes to use the water referred to in said Original Contract, and herein, on the following described lands in Morgan & Davis Counties, Utah:

See Attached “Exhibit A”

2. OBLIGATION TO PAY. In consideration of such Assignment and upon condition that this Assignment is granted by the District, Second Party hereby agrees with First Party, and with the District:

(a) To pay for the right to use the allotted water an amount annually, which amount initially shall be \$1,239,291.12. A portion of the above payment amount is to be applied to the extent required on the District’s obligations under bonds or other government-District contracts or capital expenditures, and is to be fixed from time to time by the District’s Board of Trustees. The remainder of the above payment amount is to apply to the District’s general operation, maintenance, and repair and replacement expenses, and other special expenses and costs incurred in operating, maintaining, repairing and replacing the separate facilities of the District used or required in servicing this Assignment, hereinafter referred to as “OM&R”. Such fair OM&R amounts shall be estimated each year by the Board of Trustees of the District, and any such determination shall be final and conclusive and binding on all parties. If such estimate is more than the actual cost thereof, an appropriate adjustment will be made in the annual OM&R amount for the year following the year for which the estimate was made.

(b) The amount so fixed shall be paid whether or not Second Party actually takes or uses the water allotted.

(c) The first payment of the amounts so fixed shall be paid by the Second Party to the District on or before January 1, 2027 and shall be in payment for water available for use by Second Party in the 2027 calendar year. Succeeding annual payments shall be made by the Second Party to the District on or before January 1 of each year thereafter. The Second Party shall be bound by the rules and regulations of the District's Board of Trustees. Nothing contained herein shall be construed to exempt the Second Party from paying the charges as assessed by the District.

(d) Notwithstanding any of the forgoing, the District shall be entitled to change the charging structure of this Contract, including the amounts charged under this Contract, as determined from time to time by the District’s Board of Trustees. The District may, in its sole and absolute discretion, change the billing structure outlined herein, including but not limited to changing that billing structure so that the Second Party is billed based on the amounts of water used (“bill for use”), such that the District may choose to charge by the unit or gallon delivered or used, and may institute tiers that provide for increasing charges for each such unit based on the total use. As outlined in this Contract, Second Party is obligated to install appropriate metering and measuring devices. Second Party agrees that any such meter will satisfy all requirements of the District and will properly measure water usage, which measurement may be used by the District in determining any overuse, as outlined below, and in determining the appropriate charge under any bill for use payment structure adopted by the District under this paragraph.

3. PENALTY FOR DELINQUENCY. Every installment or charge required to be paid to the District under this Assignment, which shall remain unpaid after its due date, shall bear interest from the date of delinquency at a rate of 18% APR.

4. REMEDIES OF DISTRICT IN CASE OF DEFAULT. If the Second Party shall fail to make any payment due hereunder on or before the due date, the District may refuse the delivery of water, or upon written notice to Second Party, cancel this Assignment in its entirety, but either or both of these remedies are not exclusive. The District may exercise any other remedy given by this Assignment or by law to enforce collection of any payment due hereunder

5. SECURITY. The District may, as a condition of this Assignment, require security to be pledged and committed by the Second Party, in addition to that security required in the Original Contract in order to insure and secure payments so required in this Assignment. The sufficiency and form of security shall be determined by the District. In order to secure the annual payments called for by this contract, Second Party agrees to impose and collect such fees or charges, including penalties and interest for delinquencies for any water, services, or facilities provided by it as shall always be sufficient to meet its annual operating and maintenance expenses and its obligations to the District in accordance with this contract. In the event of a shortage of revenue for such obligations, Successor Purchaser agrees to pay the District first out of revenues received. If the proceeds of water sales are not adequate to pay the annual amounts due the District under this contract, the Purchaser shall annually levy such taxes and assessments as are provided by law upon the property within the boundaries of the Purchaser as may be required to meet such deficit.

6. USE OF WATER. The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well for irrigation and domestic and miscellaneous purposes at a point located on the land hereinabove described, and for no other use or purpose.

7. OVERUSE. The amount of water to which the Second Party is entitled annually shall not exceed the allotted amount as described above. In the event that Second Party receives water in excess of the allotted amount in any given year, whether intentionally or unintentionally, the Second Party will be billed for the excess water at a rate or rates fixed from time to time by the Board of Trustees of the District. Payment for use of water in excess of the allotted amount shall be paid within 30 days from notification by the District. Failure to make payment in full by the due date will result in at the District's sole discretion, in the discontinuation of service until payment in full is received by the District.

8. UTAH STATE ENGINEER. Second Party's use of the water hereby allotted as replacement water shall be subject to such rules and regulations as the Utah State Engineer may from time to time prescribe. The Second Party shall not use the allotted water in any way and the District will not be obligated to deliver water to the Second Party as herein provided, until Second Party first receives an approved exchange application from the Utah State Engineer. It is the responsibility of the Second Party to obtain such approved exchange application.

9. DELIVERY OF WATER. Delivery of the water hereby allotted by the District shall be as directed by the Utah State Engineer or his representative at the outlet works of Wanship Reservoir. The District shall have no obligation to provide works or facilities of any type to conduct the water hereby allotted from its point of delivery to its ultimate place of use.

10. WATER SHORTAGE. In the event there is a shortage of water caused by drought, inaccuracies in distribution not resulting from negligence, hostile diversion, prior or superior claims or other causes not within the control of the District, no liability shall arise against the District or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom to Second Party and the payments to the District provided for herein shall not be abated or reduced because of any such shortage or damage. During periods of water shortage, allocations of drinking water for municipal and domestic use and treated and untreated water for industrial use shall have first priority.

11. WATER CONSERVATION. The Second Party shall, at a minimum, take the following actions to conserve and protect water: (i) keep water use within the District's conservation goals (ii) follow all applicable water use restrictions for landscape watering; (iii) follow all applicable landscape ordinances.

12. FACILITIES. The Second Party shall construct, operate and maintain, without cost to the district, the well and appurtenant facilities necessary to secure and accurately measure Second Party's water supply. The metering or other measuring device installed by Second Party shall be satisfactory to the Utah State Engineer. The District has no responsibility for the quality or quantity of water that Second Party is able to secure through the source of Second Party's well.

13. BENEFICIAL USE. The basis, the measure and the limit of the right of the Second Party in the use of water shall rest perpetually in the beneficial application thereof, and the Second Party agrees to put the water allotted Second Party hereby to beneficial use in accordance with law. The Second Party shall have no right to hold over or accumulate water from year to year, nor to sell or rent the water.

14. ACCOUNTING AND WATER SUPPLY RECORDS. The Second Party shall maintain a set of books and records, satisfactory to the District, which shall keep and furnish suitable records of water supply and the disposition thereof. The Second Party agrees to provide the above information and documentation to the District upon request, and within 30 days of such request.

15. COMPLIANCE WITH LAW. The Second Party agrees to fully comply with all applicable federal laws, orders and regulations and the laws of the State of Utah, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

16. INDEMNIFICATION. Second Party agrees to indemnify, protect, and save and hold the District harmless against and in respect of any and all claims, losses, liabilities, damages, costs, deficiencies or expenses (including attorney's fees) resulting from any claim for any rights under the Assignment by any prior purchaser under the Assignment or from the non-fulfillment of any covenant or agreement on the part of Second Party under or relating to this instrument, and any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees and other expenses incident to any of the foregoing.

17. NUMBER AND JOINT LIABILITY. In this instrument, the singular number includes the plural and the plural number includes the singular. If this instrument is executed by more than one person, firm, partnership or corporation, the obligations of each such person, firm, partnership or corporation hereunder shall be joint and several.

18. NO THIRD-PARTY BENEFICIARIES. Nothing herein shall be interpreted or construed to confer any right or remedy upon, or any duty, standard of care, liability or inference of liability to or with reference to, any person other than the District and the Second Party and their respective successors and permitted assigns.

19. GOVERNING LAW; JURISDICTION. This instrument shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. Second Party submits to the jurisdiction of the Second Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this instrument and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Second Party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the District with respect thereto.

20. INTERPRETATION. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this instrument. The paragraph headings contained herein are for purposes of reference only and shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof. If any provision of this instrument or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this instrument and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

21. WAIVER. No failure or delay in exercising any right, power or privilege under this instrument, whether intentional or not, shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of a right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

22. SUCCESSION AND ASSIGNMENT. The Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Second party may not assign the Assignment or any of its rights, interests, or obligations thereunder without the prior written approval of the District.

23. FURTHER ACTS. The parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of the Assignment.

24. INCORPORATION OF RECITALS. The recitals set forth in this instrument are incorporated herein by reference and made a part hereof.

25. INTEGRATION. This instrument sets forth the entire understanding of the parties with respect to the subject matter hereof, and all prior negotiations, correspondence, proposals, discussions, understandings, representations, inducements and agreements, whether oral or written and whether made by a party hereto or by any one acting on behalf of a party, shall be deemed to be merged in and superseded by this instrument and shall be of no further force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as set forth herein, and no party has relied upon any representation, promise, assurance, covenant, omission or agreement not included in the terms hereof in making the decision to enter into this instrument. This instrument may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements among or between the parties.

26. AMENDMENTS. This instrument may not be modified, amended or changed by any oral agreement, either express or implied. No amendment, modification or change in this instrument shall be valid or binding unless reduced to writing and signed by both the District and the Second Party. The provisions of this and the immediately preceding sentence themselves may not be amended or modified, either orally or by conduct, either express or implied, and it is the declared intention of the parties that no provisions of this instrument, including said two sentences, shall be modifiable in any way or manner whatsoever other than through a written document signed by both the District and the Second Party.

27. EXPENSES OF ENFORCEMENT. In any proceeding to enforce, interpret, rescind or terminate this instrument or in pursuing any remedy provided hereunder or by applicable law, the prevailing party shall be entitled to recover from the other party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "prevailing party" shall include, without limitation, a party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

28. EFFECTIVE DATE. This Assignment shall become effective upon approval hereof by the District, as indicated by its endorsement herein below.

29. REUSE. The reuse of water delivered pursuant to this Assignment shall not be allowed without permission of the District. The waste, seepage, or return flow from water delivered pursuant to this Assignment shall belong to the United States or the District for the use and benefit of the Weber Basin Project.

30. NOTICE. Any notice herein required to be given to Second Party or First Party shall be sufficiently given if sent by mail addressed to the Second Party or First Party at the address listed below, or if sent by electronic mail addressed to the Second Party or First Party at the email address listed below, if any such email address is listed, or through public notice, and to the District office if delivered to 2837 East Highway 193, Layton, Utah 84040.

31. AUTHORIZED EXECUTION. The individuals signing below each represent and warrant (i) that they are authorized to execute this instrument for and on behalf of the party for whom they are signing; (ii) that such party shall be bound in all respects hereby; and (iii) that such execution presents no conflict with any other agreement of such party.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and signed the day and year first above written.

FIRST PARTY: Wasatch Peaks Ranch, LLC

BY: _____

ITS: Authorized Signatory

ADDRESS: Wasatch Peaks Ranch LLC

c/o: Ed Schultz

36 South State Street, Suite 500

Salt Lake City, UT 84111

EMAIL ADDRESS: eschultz@wprdevco.com

SECOND PARTY: WPR Utility District

BY: _____

ITS: Chair

ADDRESS: WPR Utility District

c/o: Gary Derck

36 South State Street, Suite 500

Salt Lake City, UT 84111

EMAIL ADDRESS: gderck@wprdevco.com

FIRST PARTY

STATE OF)
 : ss.
COUNTY OF)

On the ____ day of _____, 20____, before me, _____ a notary
date month year notary public name
public, personally appeared _____, proved on the basis of
name of document signer(s)
satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and
acknowledged (he/she/they) executed the same.

NOTARY PUBLIC SIGNATURE

(SEAL)

SECOND PARTY

STATE OF)
 : ss.
COUNTY OF)

On the ____ day of _____, 20____, before me, _____ a notary
date month year notary public name
public, personally appeared _____, proved on the basis of
name of document signer(s)
satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and
acknowledged (he/she/they) executed the same.

NOTARY PUBLIC SIGNATURE

(SEAL)

APPROVAL OF ASSIGNMENT

DUE NOTICE having been given and the Assignment brought before the Board of Trustees, IT IS ORDERED that the foregoing Assignment from Wasatch Peaks Ranch, LLC to WPR Utility District be granted and an allotment of 2,499.00 acre-feet of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said Assignment set forth.

DATED this ____ day of _____, 2026.

WEBER BASIN WATER CONSERVANCY DISTRICT

BY _____
Scott W. Paxman, General Manager/CEO

STATE OF UTAH)

COUNTY OF DAVIS)

On this _____ day of _____, 20_____, personally appeared before me SCOTT W. PAXMAN, known by me to be General Manager/CEO of the Weber Basin Water Conservancy District, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

EXHIBIT A

DISTRICT LEGAL DESCRIPTION
AND MAP

MORGAN COUNTY PROPERTIES:

TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 6: Tax Parcel No. 00-0000-3408
ALL OF SECTION 2

PARCEL 7: Tax Parcel No. 00-0000-3432
ALL OF SECTION 3

PARCEL 8: Tax Parcel No. 00-0000-3465
ALL OF SECTION 11

TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 9: Tax Parcel No. 00-0001-1526
BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, RUNNING THENCE EAST 98 RODS; THENCE SOUTH 320 RODS; THENCE WEST 98 RODS; THENCE NORTH 320 RODS TO THE PLACE OF BEGINNING.

PARCEL 10: Tax Parcel No. 00-0001-1559
ALL OF SECTION 2.

PARCEL 11: Tax Parcel No. 00-0001-1583
ALL OF SECTION 3

PARCEL 12: Tax Parcel No. 00-0001-1617
THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 4

PARCEL 13: Tax Parcel No. 00-0001-1666
ALL OF SECTION 9.

LESS THE FOLLOWING DESCRIBED PROPERTY:
BEGINNING ON THE SOUTH LINE OF SECTION 9, AFORESAID, AT A POINT WHERE SAID SECTION LINE CROSSES THE TOP OF THE MOUNTAIN; THENCE NORTH ALONG THE TOP OF THE MOUNTAIN TO THE NORTH LINE OF SAID SECTION 9; THENCE WEST TO THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH ONE MILE TO THE SOUTHWEST CORNER OF SAID SECTION; THENCE EAST TO POINT OF BEGINNING.

PARCEL 14: Tax Parcel No. 00-0001-1690
ALL OF SECTION 10

PARCEL 15: Tax Parcel No. 00-0001-1724

ALL OF SECTION 11

PARCEL 16: Tax Parcel No. 00-0001-1773
THE SOUTH HALF AND THE SOUTH HALF OF THE NORTH HALF OF SECTION 12

PARCEL 17: Tax Parcel No. 00-0001-1849
ALL OF SECTION 13

PARCEL 18: Tax Parcel No. 00-0001-1872
THE WEST HALF AND THE SOUTHEAST QUARTER OF SECTION 14

PARCEL 19: Tax Parcel No. 00-0001-1922
ALL OF SECTION 15

PARCEL 20: Tax Parcel No. 00-0001-1963
THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 22

PARCEL 21: Tax Parcel No. 00-0001-2003
ALL OF SECTION 23

PARCEL 21A: Tax Parcel No. 00-0001-2045
THE NORTH HALF OF THE NORTH HALF OF SECTION 24

PARCEL 22: Tax Parcel No. 00-0001-2276
THE WEST HALF AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 26

PARCEL 23: Tax Parcel No. 00-0001-2292
ALL OF SECTION 27

PARCEL 24: Tax Parcel No. 00-0001-2409
THE SOUTHWEST QUARTER, AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35

PARCEL 25: Tax Parcel No. 00-0001-2466
THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36

TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 26: Tax Parcel No. 00-0001-6517
THE NORTHWEST QUARTER OF SECTION 19

EXCEPTING THEREFROM THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AS RECORDED AUGUST 11, 2011, AS ENTRY NO. 123753, IN BOOK 292 AT PAGE 1336 DEEDED TO WEBER BASIN WATER CONSERVANCY DISTRICT

PARCEL 26A: Tax Parcel No. 00-0001-6517
THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19

TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 27: Tax Parcel No. 00-0002-6185

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 26, THENCE WEST 80 RODS; THENCE NORTH 30 RODS, MORE OR LESS, TO THE WEBER RIVER; THENCE UP SAID RIVER SOUTH 75°00 EAST 20.86 CHAINS; THENCE SOUTH 8 RODS TO THE POINT OF BEGINNING

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK 4 OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292, AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

PARCEL 28: Tax Parcel No. 00-0002-6177

BEGINNING AT A POINT 11.50 CHAINS EAST FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; RUNNING THENCE NORTH 5°30' WEST 7.39 CHAINS, MORE OR LESS, TO THE UNION PACIFIC RAILROAD FENCE; THENCE FOLLOWING SAID FENCE SOUTH 83°30' EAST 24.30 CHAINS; THENCE SOUTH 9°00' EAST 4.66 CHAINS, MORE OR LESS, TO THE QUARTER, QUARTER LINE; THENCE WEST 24.50 CHAINS TO THE POINT OF BEGINNING

PARCEL 29: Tax Parcel No. 00-0002-6227

THE SOUTH HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794 AND IN MISC BOOK 4 AT PAGE 512, AS ENTRY NO'S 31973 AND 31974

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297, PAGE 794

PARCEL 30: Tax Parcel No. 00-0002-6292

BEGINNING AT THE CENTER OF THE SOUTHEAST QUARTER OF SECTION 27; RUNNING THENCE NORTH 8.00 CHAINS, MORE OR LESS, TO THE RIGHT OF WAY OF THE UNION PACIFIC RAIL ROAD COMPANY; THENCE WEST 3.50 CHAINS; THENCE SOUTH 78°00' WEST, ALONG SAID RIGHT OF WAY, 17 CHAINS, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27, THENCE SOUTH, ON SAID LINE 3 CHAINS, MORE OR LESS, TO THE QUARTER, QUARTER CORNER; THENCE EAST 20 CHAINS TO THE PLACE OF BEGINNING

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID

RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

PARCEL 31: Tax Parcel No. 00-0002-6334

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, RUNNING THENCE NORTH 80 RODS; THENCE WEST 660 FEET; THENCE SOUTH 660 FEET; THENCE WEST 1320 FEET; THENCE NORTH 660 FEET; THENCE WEST 660 FEET; THENCE SOUTH 80 RODS; THENCE EAST 160 RODS TO THE POINT OF BEGINNING

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

PARCEL 32: Tax Parcel No. 00-0002-6359

BEGINNING 13.50 CHAINS SOUTH FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST; THENCE SOUTH 3 CHAINS, MORE OR LESS, TO THE RIGHT OF WAY OF THE UPRR CO., THENCE NORTH 78°00' EAST, ALONG SAID RIGHT OF WAY, 10 CHAINS; THENCE NORTH 10°00' EAST 2 CHAINS, MORE OR LESS, TO THE NORTH LINE OF THE COUNTY ROAD; THENCE SOUTH 80°00' WEST, ALONG LINE, 10 CHAINS TO THE POINT OF BEGINNING

RESERVING THEREFROM THE COUNTY ROAD AS NOW CONSTRUCTED

PARCEL 33: Tax Parcel No. 00-0002-6375

BEGINNING AT THE CENTER OF THE SOUTHEAST QUARTER OF SECTION 27, AND RUNNING THENCE NORTH 8 CHAINS; TO THE UNION PACIFIC RAIL ROAD RIGHT OF WAY, THENCE RUNNING, ALONG THE SOUTH SIDE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, EASTERLY 11.55 CHAINS; THENCE SOUTH 8 CHAINS TO THE QUARTER SECTION LINE; THENCE WEST 11.55 CHAINS TO THE PLACE OF BEGINNING

PARCEL 34: Tax Parcel No. 00-0002-6391

BEGINNING 1320 FEET NORTH AND 660 FEET WEST FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN; THENCE SOUTH 660 FEET; THENCE WEST 1320 FEET; THENCE NORTH 660 FEET; THENCE EAST 1320 FEET TO BEGINNING

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

PARCEL 35: Tax Parcel No. 00-0002-6623

THE SOUTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28

PARCEL 36: Tax Parcel No. 00-0002-6680
ALL OF SECTION 33

PARCEL 37: Tax Parcel No. 00-0002-6722

ALL OF THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 34

EXCEPTING THEREFROM LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT PROPERTY SERIAL NUMBER 01-005-071-NA, AS

RECORDED IN BOOK R OF DEEDS PAGES 119 THROUGH 122 DESCRIBED AS FOLLOWS: A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4 NW1/4) OF SECTION THIRTY-FOUR (34) TOWNSHIP FIVE (5) NORTH, RANGE ONE (1) EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE VENDOR'S PROPERTY, ALOS BEING A POINT ON THE NORTH LINE OF SAID SECTION 34, FROM WHICH POINT THE NORTH QUARTER CORNER OF SAID SECTION 34 BEARS NORTH 88°48' EAST FOUR HUNDRED SEVENTEEN AND FOURTH-TENTHS (417.4) FEET, AND RUNNING THENCE SOUTH 49°16' WEST TWO HUNDRED EIGHTY-THREE AND SEVEN TENTHS (283.7) FEET; THENCE NORTH 53°51' WEST TWO HUNDRED NINETY-SEVEN AND FIVE-TENTHS (297.5) FEET TO THE NORTH LINE OF SAID SECTION 34; THECNE NORTH 88°48' EAST ALONG THE NORTH LINE OF SAID SECTION 34, FOUR HUNDRED FIFTY-FIVE AND THREE-TENTHS (455.3) FEET TO THE POINT OF BEGINNING

PARCEL 38: Tax Parcel No. 00-0002-6805
ALL OF SECTION 35

EXCEPTION THAT PORTION THEREOF CONDEMNED FOR GATEWAY CANAL IN BOOK R OF DEEDS, PAGES 119 THROUGH 122.

ALSO LESS DEEDED TO WEBER BASIN WATER CONSERVANCY DISTRICT IN BOOK 292 AT PAGE 1337 AND BOOK 297 AT PAGE 794

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

"SWAN PARCEL 1": Tax Parcel No. 00-0002-6490

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, AND ALL OF NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, OWNED BY GRANTOR AND SITUATE SOUTH OF THE UNION PACIFIC RAILROAD COMPANY'S RIGHT-OF-WAY.

EXCEPTING THEREFROM THE PROPERTY HERETOFORE CONVEYED BY THE GRANTOR BY A WARRANTY DEED, DATED MAY 12, 1955, FROM SWAN LAND AND LIVESTOCK COMPANY TO THE WEBER BASIN WATER CONSERVANCY DISTRICT, RECORDED ON JUNE 7, 1955, IN THE OFFICE OF THE MORGAN COUNTY RECORDER IN BOOK Q, AT PAGE 409, AS INSTRUMENT NO. 27442.

ALSO, EXCEPTING THE FOLLOWING: BOOK S PAGE 376, A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. TRUE MERIDIAN IS USED AS BASE BEARING. BEGINNING AT A POINT WHICH BEARS NORTH 984.7 FEET AND WEST 312.0 FEET FROM THE SOUTH QUARTER SECTION CORNER OF THE SAID SECTION 27 (SAID QUARTER SECTION CORNER IS MARKED BY A METAL HUB PLACED BY THE OLD QUARTER SECTION CORNER STONE BY THE U.S. BUREAU OF LAND MANAGEMENT IN THE 1952 RESURVEY), AND RUNNING THENCE SOUTH 16°19' MINUTES EAST 40.0 FEET; THENCE SOUTH 73° 41' WEST 60.0 FEET; THENCE NORTH 16°19' WEST 40.0 FEET TO THE RIGHT OF WAY LINE OF THE SAID MOUNTAIN FUEL SUPPLY COMPANY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 73° 41' EAST 60.0 FEET TO THE POINT OF BEGINNING

ALSO, SUBJECT TO THE FOLLOWING DESCRIBED RIGHT OF WAY: A STRIP OF LAND TWO RODS WIDE IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE CENTER LINE OF WHICH BEGINS AT A POINT WHERE THE SOUTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY INTERSECTS WITH THE CENTER LINE OF A BRIDGE CONSTRUCTED OVER THE WEBER RIVER AS PART OF THE GATEWAY CANAL PROJECT WHICH POINT IS APPROXIMATELY 310 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27 AND RUNNING SOUTH 4°22' WEST ACROSS THE SAID BRIDGE AS PRESENTLY CONSTRUCTED 240 FEET MORE OR LESS TO THE SOUTH SIDE OF THE PIONEER PIPELINE COMPANY'S PIPELINE, THENCE EASTERLY ALONG THE SOUTH SIDE OF AND ADJACENT TO SAID PIPELINE 340 FEET MORE OR LESS TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27.

ALSO, EXCEPTING THE FOLLOWING: 01-005-065-NA BOOK M4, PAGE 401, A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF A TRACT UNDER CONTRACT TO THE UNITED STATES AS RECORDED JULY 16, 1954, AS ENTRY NO. 26724 IN BOOK MISC. NO. 3, PAGE 475, FROM WHICH POINT THE SOUTH QUARTER CORNER OF SAID SECTION 27 BEARS SOUTH 54° 12' EAST 2069.6 FEET, AND RUNNING THENCE SOUTH ALONG THE BOUNDARY OF SAID TRACT UNDER CONTRACT TO UNITED STATES 492.7 FEET; THENCE WEST 175.0 FEET; THENCE NORTH 492.7 FEET; THENCE EAST 175.0 FEET TO POINT OF BEGINNING.

"SWAN PARCEL 2": Tax Parcel No. 00-0002-6417
BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF GATEWAY CANAL, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG THE REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO THE GATEWAY CANAL RIGHT-OF-WAY STATION 420+07.04 ON SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 979.6 FEET MORE OR LESS TO SOUTH RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD CO; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE SOUTH 74°40' WEST 964.2 FEET MORE OR LESS TO THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

Map

