

## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the “**Agreement**”) is made this 4th day of April 2024 by and between the following:

Seller(s): SUP III, LLC, a Utah Limited Liability Company  
Barry J. Graff and Shawn H. Graff, Managers  
Address: PO Box 252, Draper, UT 84020-2012

SUP I, LLC, a Utah Limited Liability Company  
Barry J. Graff and Shawn H. Graff, Managers  
Address: PO Box 252, Draper, UT 84020-2012

Buyer: Big Plains Water Special Service District, a Utah Special Service District  
Address: 1777 N. Meadowlark Dr., Apple Valley, Utah 84737

### Definitions:

1. If more than one, all Sellers shall be referred to herein collectively as “**Seller.**”
2. Buyer shall be referred to herein as the “**District.**”
3. Seller and District are referred to sometimes in this Agreement individually as a “**party**” and jointly as the “**parties.**”

### RECITALS

The parties recite the following facts as an expression of their intent in entering this agreement:

A. Seller is the owner of certain real property located in Washington County, State of Utah, a description of which is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Property**”);

B. The District desires to purchase the Property to install and maintain water lines and a pump station and related fixtures necessary for the conveyance and delivery of culinary water within the District’s service area;

C. The District also requires an access easement across Seller’s additional real property for the installation and maintenance of water lines and related fixtures necessary for the conveyance and delivery of culinary water within the District’s service area (the “**Access Easement**”). The exact size and location of the easement is described on **Exhibit B**, attached hereto and incorporated herein by this reference;

D. The District also requires three (3) additional easements across Seller’s additional real property for the installation and maintenance of water lines and related fixtures necessary for the conveyance and delivery of culinary water within the District’s service area (the “**Three Easements**”). The exact size and location of the Three Easements are described on **Exhibit C**, attached hereto and incorporated herein by this reference;

NOW, THEREFORE, the parties hereto, for the mutual consideration expressed in this Agreement, hereby covenant and agree as follows:

#### AGREEMENT

1. Incorporation of Recitals. The parties incorporate the foregoing Recitals and affirm the same as part of this Agreement.

2. Agreement for Purchase and Grant of Easement. Seller agrees to sell to District and District agrees to purchase the Property from Seller. Seller also agrees to grant the Access Easement and the Three Easements. No additional consideration shall be paid beyond the Purchase Price for the Access Easement, Three Easements or Property.

2.1. Purchase Price, Other Consideration, and Terms. The Purchase Price shall be Five Thousand Dollars (\$5,000.00) (“Purchase Price”), payable as follows:

2.1.1. A cash payment of Five Thousand Dollars (\$5,000.00), to be deposited with Escrow Agent (defined below) on or before the Closing Date (defined below). Such deposit shall include all applicable closing costs, as provided for in this Agreement.

2.2. Property and Access Easement Conveyance. The conveyance of the Property and Access Easement from Seller to the District shall be by Warranty Deed in a form consistent with **Exhibit D**, attached hereto and incorporated herein by this reference.

2.3. Form of Three Easements. The conveyance of the Three Easements from Seller to the District shall be by a recorded Easement document in a form consistent with **Exhibits E-1 and E-2**, respectively attached hereto and incorporated herein by this reference.

3. Escrow Instructions. This Agreement shall also constitute instructions to a licensed title and escrow company doing business in Utah (the “**Escrow Agent**”). In addition, the parties agree to execute and deliver to Escrow Agent such other reasonable or customary supplemental escrow instructions or other instruments as may be reasonably required by Escrow Agent or by the parties in order to consummate the sale described herein. No provision of any supplemental escrow instructions shall amend or supersede any portion of this Agreement unless such supplemental instructions are executed by both Seller and the District. To the extent of any inconsistency between the provisions of such supplemental instructions and the provisions of this Agreement, unless specifically otherwise stated, the provisions of this Agreement shall control. Escrow Agent does hereby certify that Escrow Agent is licensed to perform the services contemplated by this Agreement in the manner required by applicable law.

3.1. Opening of Escrow. As soon as practicable following the District’s receipt of two (2) fully executed counterpart originals of this Agreement, the District shall cause an executed original of this Agreement to be delivered to Escrow Agent and Escrow Agent shall “open” an escrow account (“**Escrow**”) for the transaction contemplated by this Agreement. Escrow Agent shall provide Seller and the District with written notice that the Escrow has been opened along with a counterpart signature page executed by the Escrow Agent.

3.2. Closing of Escrow. The closing (the “**Closing**”) of the purchase and sale of the Easement shall take place through Escrow, by 5:00 PM, Mountain Standard time, no later than **April 15, 2024** (the “**Closing Date**”). Closing shall be deemed complete upon completion of the following:

3.2.1. Delivery by Seller of the duly executed Warranty Deed for the Property and Easement Agreement to be recorded.

3.2.2. Delivery by District to Escrow Agent of the Purchase Price (as defined below) and all amounts necessary to pay District’s recording fees and other closing costs.

3.2.3. All other documents necessary to finalize the transaction.

3.3. Closing Costs. Each party shall be responsible for its respective attorney fees, broker or real estate agent fees or commissions, or any other fees incurred by that party. Notwithstanding, District shall pay all reasonable and customary closing costs, including the costs of recording the Deed.

3.4. Closing Authorization. Seller and District instruct and authorize Escrow Agent to close this transaction as set out herein upon receipt of the necessary items from Seller and District.

3.5. Tax Reporting Person. In order to comply with applicable provisions of the Internal Revenue Code, Escrow Agent is hereby designated at the “person responsible for closing the transaction” and also the “reporting person” for purposes of filing any required information returns with the Internal Revenue Service concerning this transaction.

4. Seller’s Representations and Warranties. Seller hereby makes the following representations and warranties pertaining to the Easement property and agrees that such representations and warranties shall be applicable as of the Closing Date:

4.1. Authority to Execute Agreement. Seller has full capacity, right, power, and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and to close the sale of the Easement in accordance with the terms hereof, and all required corporate action and approvals therefore have been duly taken and obtained (if applicable). The individual signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be authorized to sign the same on Seller’s behalf and to bind Seller thereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms. The execution of this Agreement or any instrument or document required by the terms of this Agreement and, to the actual knowledge of Seller, the consummation of the transaction contemplated by this Agreement (meaning the sale of the Easement to the District) will not violate any order, ruling, certificate or license, regulation or demand of any court, regulatory agency or other tribunal to which Seller of the Easement is subject.

4.2. Pending Claims. To the knowledge of Seller there are no claims, causes of action or other litigation or proceedings initiated by or pending against Seller (other than the condemnation proceeding filed by District, if applicable) or, to the knowledge of Seller, threatened

against Seller in respect to Seller's ownership, operation or environmental condition of the Easement, the Property, or any part of either.

4.3. Default and Bankruptcy Issues. Seller is not in default in any respect of any judgment, order, writ, injunction, decision, law, ordinance, or regulation of any court or governmental authority to which the Easement, the Property, or any portion thereof, are or might be subject to which might prohibit, delay, or interfere with the consummation of this transaction. Furthermore, Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

4.5. Environmental Conditions. To the knowledge of Seller (i) there has not been nor does there exist any violation of Environmental Laws related to the Easement or the Property, or the presence or release of any Hazardous Materials on or from the Easement or the Property; (ii) Seller has not manufactured, introduced, released or discharged from or onto the Easement or the Property any Hazardous Materials or any toxic wastes, substances or materials; (iii) Seller has not used the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials, in violation of any Environmental Laws; (iv) there are no underground storage tanks located on the Property, within the Easement. The terms "Environmental Laws" as it is used in this Agreement shall mean all federal, state, and local laws and ordinances governing the environment as of the effective date of this Agreement. The term "Hazardous Materials" as it is used in this Agreement shall mean any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any Environmental Law.

5. District's Representations and Warranties. The District hereby makes the following representations and warranties and agrees that such representations and warranties shall be applicable as of the Closing Date:

5.1. Authority to Execute Agreement. The District represents and warrants to Seller that it has full authority and power to execute this Agreement and to close the purchase of the Easement in accordance with the terms hereof. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of the District are and shall be duly authorized to sign the same on the District's behalf and to bind the District thereto. This Agreement and all documents to be executed hereto by the District are and shall be binding upon and enforceable against the District in accordance with their respective terms. The execution of this Agreement or any instrument or document required by the terms of this Agreement, and the consummation of the purchase of the Easement by the District will not violate any order, ruling, certificate or license, regulation or demand of any court, regulatory agency or other tribunal to which the District is subject.

5.2. Right of Eminent Domain. The District represents and warrants to Seller that it is a duly established "Water Conservancy District" as defined in Title 17B of the Utah Code, possessing the right of eminent domain as provided for in UTAH CODE ANN. § 17B-1-103(2)(h). The District represents that, in the event the transaction that is the subject of this Agreement fails

to close, the District intends to acquire the Easement through eminent domain proceedings in accordance with Utah Code Title 78, Chapter 34, as amended.

6. No Exchange of Water Rights. Nothing in this Agreement contemplates a transfer or exchange of water or water rights. NO WATER RIGHTS ARE TRANSFERRED BY THIS AGREEMENT.

7. Rollback Taxes. The Buyer shall be responsible to pay any rollback taxes assessed by the Washington County Assessor attributable to Seller's conveyance of the Property and Easement to Buyer.

8. Notices. Any notice given to a party under the terms of this Agreement shall be given in writing and shall be deemed complete on the date that such notice is deposited in the United States mail, registered or certified, return receipt requested, with postage prepaid and addressed as follows:

If notice is to Seller: SUP I, LLC; or  
SUP III, LLC  
Attn: Barry J. Graff and Shawn H. Graff, Managers  
PO Box 252  
Draper, UT 84020-2012

If notice is to District: Big Plains Water Special Service District  
1777 N. Meadowlark Dr.  
Apple Valley, Utah 84737

with a copy to: Ben Ruesch  
RUESCH & REEVE, PLLC  
86 N. 3400 W.  
Hurricane UT 84737

9. Time. Time is of the essence of this Agreement. In the event that either party does not perform as required under this Agreement within the time provided, the party not in default may terminate this Agreement at any time prior to the Closing, except as otherwise provided herein, and pursue any remedies available to that party under this Agreement or at law.

10. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the transaction contemplated hereby. Any contract, agreement, or representation between the parties respecting the Easement or the Property, not expressly set forth in this Agreement or the Deed, shall be null and void. All prior representations, negotiations, agreements, and understandings of the parties are merged into this Agreement. No change or modification to this Agreement shall be valid unless it is in a writing signed by the party against whom enforcement is sought. Seller and the District each expressly waives any right of recession and all claims for damages by reason of any statement, representation, warranty, promise and/or agreement, if any, not contained in or attached to this Agreement.

11. Survivability. All covenants of Seller and the District which are expressly intended to hereunder to be performed in whole or in part after the Closing, including specifically, but

without limitation all representations and warranties by either party to the other, shall survive Closing and be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, successors and permitted assigns.

12. Waiver, Consent and Remedies. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a part to act, except as otherwise specified in this Agreement. Except as otherwise specified in this Agreement, (i) all rights, remedies, undertakings, obligations, covenants, conditions, and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other, and (ii) except as otherwise specifically provided, either party may pursue any one or more of its rights or remedies hereunder, or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

13. Execution of Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. A facsimile transmission or scanned electronic image of an original signature may constitute such counterpart.

14. Specific Performance. Each of the parties hereto shall be entitled, if necessary, to bring an action for specific performance of the terms of this Agreement.

15. Failure to Perform. In the event that either party fails to perform as required in this agreement, the parties shall have the following remedies:

14.1. The party in default shall be required to pay all costs of enforcement of this agreement, including a reasonable attorney fee and court costs, whether enforcement is by judgment or by other lawful means.

16. Applicable Law. This Agreement and all performances relating to this Agreement shall be construed and interpreted according to the laws of the State of Utah.

17. Risk of Loss. The District shall assume risk of loss of the Property, Access Easement and Three Easements upon completion of Closing. Seller shall retain risk of loss until such date.

18. Severability. With respect to this Agreement and all agreements, documents, obligations, and transactions contemplated by this Agreement, any provision hereof or thereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective, and only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof or thereof. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable any provision in any other jurisdiction.

19. Legal Representation. This Agreement has been prepared by Ruesch & Reeve PLLC, legal counsel for the District. Ruesch & Reeve PLLC, has not and does not intend in any way to represent Seller with respect to the subject matter of this Agreement. The parties each represent that they have had opportunity to obtain legal representation and counsel and have done so to the extent they desire prior to signing this Agreement.

IN WITNESS of this agreement, the parties have signed this agreement effective as of the date written above.

**Seller:**

SUP III, LLC  
By: Southern Utah Plains, LLC, a Utah  
limited liability company



\_\_\_\_\_  
BARRY J. GRAFF, Manager



\_\_\_\_\_  
SHAWN H. GRAFF, MANAGER

**District:**

Big Plains Water Special Service District

By: \_\_\_\_\_

Its: Mike Farrar - Mayor, District Chairman

**EXHIBIT A**  
**to**  
**Real Estate Purchase Agreement**  
Description of Seller's Property

PARCEL 1 (A PORTION OF PARCEL AV-1351-A-1):  
BEGINNING AT A POINT WHICH LIES 747.92 FEET NORTH 89°01'20" WEST AND  
SOUTH 00°58'40" WEST 250.00 FEET FROM THE NORTHEAST CORNER OF SECTION 5,  
TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, SAID  
POINT ALSO BEING THE SOUTHEAST CORNER OF PARCEL AV-1351-P; AND  
RUNNING THENCE SOUTH 00°58'40" WEST 93.27 FEET; THENCE NORTH 89°01'20"  
WEST TO A POINT WHICH LIES 25 FEET PERPENDICULAR TO THE NORTHEAST  
RIGHT-OF-WAY LINE OF HIGHWAY 59; THENCE PARALLEL TO SAID RIGHT-OF-  
WAY LINE NORTH 21°37'01" WEST 101.02 FEET TO THE SOUTHWEST CORNER OF  
SAID PARCEL AV-1351-P; THENCE ALONG THE SOUTH LINE OF SAID PARCEL AV-  
1351-P SOUTH 89°01'20" EAST 252.91 FEET, MORE OR LESS TO THE POINT OF  
BEGINNING.  
CONTAINING 0.50 ACRES, MORE OR LESS.  
A PART OF TAX PARCEL: AV-1351-A-1



**EXHIBIT B**  
**to**  
**Real Estate Purchase Agreement**  
Description of the Access Easement

ACCESS EASEMENT (ACROSS PARCEL (AV-1351-A-1):  
BEGINNING AT A POINT WHICH LIES 33.00 FEET NORTH 89°01'20" WEST AND  
SOUTH 00°50'40" WEST 30.00 FEET FROM THE NORTHEAST CORNER OF SECTION 5,  
TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, SAID  
POINT ALSO BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF  
MAIN STREET AND THE SOUTH LINE OF THE RMP ACCESS EASEMENT; AND  
RUNNING THENCE ALONG SAID MAIN STREET RIGHT-OF-WAY SOUTH 00°50'54"  
WEST 30.00 FEET; THENCE NORTH 89°01'20" WEST 685.06 FEET; THENCE SOUTH  
00°58'39" WEST 283.27 FEET; THENCE NORTH 89°01'20" WEST 30.00 FEET TO THE  
SOUTHEAST CORNER OF PARCEL 1; THENCE ALONG THE EAST LINE OF PARCEL 1  
AND PARCEL AV-1351-P NORTH 00°58'39" EAST 313.27 FEET TO THE SOUTH LINE OF  
SAID RMP ACCESS EASEMENT; THENCE ALONG SAID RMP ACCESS EASEMENT  
SOUTH 89°01'20" EAST 714.99 FEET, MORE OR LESS TO THE POINT OF BEGINNING.  
ENCUMBERING 0.69 ACRES, MORE OR LESS.

**EXHIBIT C**  
**to**  
**Real Estate Purchase Agreement**  
Description of the Three Easements

Easement 1:

Within Section 4, Township 43 South, Range 11 West, Salt Lake Base and Meridian and further described as:

PARCEL AV-1350-A (a portion thereof)

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 59 AND THE WEST SECTION LINE OF SECTION 4, SAID POINT LIES SOUTH 01°00'45" WEST 92.66 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 4, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID WEST LINE OF SECTION 4 NORTH 01°00'45" EAST 64.99 FEET; THENCE SOUTH 21°36'37" EAST 2828.37 FEET TO THE SOUTH LINE OF SAID SECTION 4; THENCE ALONG SAID SOUTH LINE OF SECTION 4 NORTH 89°04'36" WEST 27.07 FEET TO THE SAID EAST HIGHWAY RIGHT-OF-WAY; THENCE ALONG SAID EAST HIGHWAY RIGHT-OF-WAY NORTH 21°36'37" WEST 2758.00 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

Easement 2:

Within Section 5, Township 43 South, Range 11 West, Salt Lake Base and Meridian and further described as:

PARCEL AV-1351-A-1 (a portion thereof)

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 59 AND THE EAST SECTION LINE OF SECTION 5, SAID POINT LIES SOUTH 01°00'45" WEST 92.66 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 5, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID EAST HIGHWAY RIGHT-OF-WAY NORTH 21°36'37" WEST 2959.62 FEET TO THE NORTH LINE OF SAID SECTION 5; THENCE ALONG SAID NORTH LINE OF SECTION 5 SOUTH 89°05'38" EAST 27.06 FEET; THENCE SOUTH 21°36'37" EAST 2889.27 FEET TO THE SAID EAST LINE OF SECTION 5; THENCE ALONG SAID EAST LINE OF SECTION 5 SOUTH 01°00'45" WEST 64.99 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

Easement 3:

Within Section 9, Township 43 South, Range 11 West, Salt Lake Base and Meridian and further described as:

PARCEL AV-1351-A-1 (a portion thereof)

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 59 AND THE EAST QUARTER SECTION LINE OF SECTION 9, SAID POINT LIES NORTH 89°10'26" WEST 489.83 FEET FROM THE CENTER QUARTER CORNER OF SAID SECTION 9, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID EAST HIGHWAY RIGHT-OF-WAY NORTH 21°36'37" WEST 2859.63 FEET TO THE NORTH LINE OF SAID SECTION 9; THENCE ALONG SAID NORTH LINE OF SECTION 9 SOUTH 89°04'36" EAST 27.07 FEET; THENCE SOUTH 21°36'37" EAST 2859.58 FEET TO THE SAID EAST QUARTER

SECTION LINE OF SECTION 9; THENCE ALONG SAID EAST QUARTER SECTION  
LINE NORTH 89°10'26" WEST 27.05 FEET, MORE OR LESS TO THE POINT OF  
BEGINNING.

**EXHIBIT D**  
**to**  
**Real Estate Purchase Agreement**  
Warranty Deed (to be recorded)

Mail Tax Notices to:  
Grantee  
1777 N. Meadowlark Dr.  
Apple Valley, Utah 84737

**WARRANTY DEED**

**SUP III, LLC, a Utah limited liability company**, Grantor of \_\_\_\_\_,  
County of \_\_\_\_\_, State of Utah, hereby Conveys and Warrants to, **Big Plains**  
**Water Special Service District**, a Utah Special Service District, grantee of Apple Valley,  
County of Washington, State of Utah for the sum of \$10.00 DOLLARS, the following described  
tract of land in Washington County, State of Utah:

PARCEL 1 (A PORTION OF PARCEL AV-1351-A-1):  
BEGINNING AT A POINT WHICH LIES 747.92 FEET NORTH 89°01'20" WEST AND  
SOUTH 00°58'40" WEST 250.00 FEET FROM THE NORTHEAST CORNER OF SECTION 5,  
TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, SAID  
POINT ALSO BEING THE SOUTHEAST CORNER OF PARCEL AV-1351-P; AND  
RUNNING THENCE SOUTH 00°58'40" WEST 93.27 FEET; THENCE NORTH 89°01'20"  
WEST TO A POINT WHICH LIES 25 FEET PERPENDICULAR TO THE NORTHEAST  
RIGHT-OF-WAY LINE OF HIGHWAY 59; THENCE PARALLEL TO SAID RIGHT-OF-  
WAY LINE NORTH 21°37'01" WEST 101.02 FEET TO THE SOUTHWEST CORNER OF  
SAID PARCEL AV-1351-P; THENCE ALONG THE SOUTH LINE OF SAID PARCEL AV-  
1351-P SOUTH 89°01'20" EAST 252.91 FEET, MORE OR LESS TO THE POINT OF  
BEGINNING.  
CONTAINING 0.50 ACRES, MORE OR LESS.

ACCESS EASEMENT (ACROSS PARCEL (AV-1351-A-1):  
BEGINNING AT A POINT WHICH LIES 33.00 FEET NORTH 89°01'20" WEST AND  
SOUTH 00°50'40" WEST 30.00 FEET FROM THE NORTHEAST CORNER OF SECTION 5,  
TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, SAID  
POINT ALSO BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF  
MAIN STREET AND THE SOUTH LINE OF THE RMP ACCESS EASEMENT; AND  
RUNNING THENCE ALONG SAID MAIN STREET RIGHT-OF-WAY SOUTH 00°50'54"  
WEST 30.00 FEET; THENCE NORTH 89°01'20" WEST 685.06 FEET; THENCE SOUTH  
00°58'39" WEST 283.27 FEET; THENCE NORTH 89°01'20" WEST 30.00 FEET TO THE  
SOUTHEAST CORNER OF PARCEL 1; THENCE ALONG THE EAST LINE OF PARCEL 1  
AND PARCEL AV-1351-P NORTH 00°58'39" EAST 313.27 FEET TO THE SOUTH LINE OF  
SAID RMP ACCESS EASEMENT; THENCE ALONG SAID RMP ACCESS EASEMENT  
SOUTH 89°01'20" EAST 714.99 FEET, MORE OR LESS TO THE POINT OF BEGINNING.  
ENCUMBERING 0.69 ACRES, MORE OR LESS.



**EXHIBIT E-1**  
**to**  
**Real Estate Purchase Agreement**  
**(Form Three Easements)**

Recorded at Request of  
Grantee  
1777 N. Meadowlark Dr.  
Apple Valley, Utah 84737  
Parcel ID: AV-1351-A-1

***EASEMENT***

SUP III, LLC, a Utah limited liability company, GRANTOR, of the Property described below in the County of Washington State of Utah, hereby GRANT the easement listed below to install and maintain a water pipeline to Big Plains Water Special Service District, a Utah Special Service District, GRANTEE, for the sum of One dollar (\$1.00) and other good and valuable consideration the following described easement in WASHINGTON County, State of Utah:

The easements may partially or completely lie within GRANTOR's property. The perpetual easement shall be 25 feet in width. The temporary construction easement shall be 40 feet in width granted for the time of original installation of the facilities. The proposed location of facilities described as follows:

A 25 foot perpetual easement, with a 40 foot construction easement, running on the Northeasterly side and parallel to the right-of-way line of Utah State Route 59, on, above, and below grantors property within Sections 5 and 9, Township 43 South, Range 11 West, Salt Lake Base and Meridian and further described as:

PERPETUAL PIPELINE EASEMENT ACROSS PARCEL AV-1351-A-1 (SECTION 5):

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 59 AND THE EAST SECTION LINE OF SECTION 5, SAID POINT LIES SOUTH 01°00'45" WEST 92.66 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 5, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID EAST HIGHWAY RIGHT-OF-WAY NORTH 21°36'37" WEST 2959.62 FEET TO THE NORTH LINE OF SAID SECTION 5; THENCE ALONG SAID NORTH LINE OF SECTION 5 SOUTH 89°05'38" EAST 27.06 FEET; THENCE SOUTH 21°36'37" EAST 2889.27 FEET TO THE SAID EAST LINE OF SECTION 5; THENCE ALONG SAID EAST LINE OF SECTION 5 SOUTH 01°00'45" WEST 64.99 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

PERPETUAL PIPELINE EASEMENT ACROSS PARCEL AV-1351-A-1 (SECTION 9):

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 59 AND THE EAST QUARTER SECTION LINE OF SECTION 9, SAID POINT LIES NORTH 89°10'26" WEST 489.83 FEET FROM THE CENTER QUARTER CORNER OF SAID SECTION 9, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG

SAID EAST HIGHWAY RIGHT-OF-WAY NORTH 21°36'37" WEST 2859.63 FEET TO THE NORTH LINE OF SAID SECTION 9; THENCE ALONG SAID NORTH LINE OF SECTION 9 SOUTH 89°04'36" EAST 27.07 FEET; THENCE SOUTH 21°36'37" EAST 2859.58 FEET TO THE SAID EAST QUARTER SECTION LINE OF SECTION 9; THENCE ALONG SAID EAST QUARTER SECTION LINE NORTH 89°10'26" WEST 27.05 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

Purpose and Conditions

TO HAVE AND TO HOLD the same unto the GRANTEE, the easements as follows:

A temporary construction easement with the right to install and inspect pipelines, valves, and other associated structures and appurtenances, (herein collectively called "facilities") over, across, under and through the easement that expires at the time the facilities are put into service; and

A perpetual easement with the right to install, inspect, maintain, operate, repair, protect, remove and replace municipal facilities over, across, under and through the easement.

So long as such facilities shall be maintained, with the right of ingress and egress to and from said easement for the purpose described in the temporary construction and perpetual easements. During temporary periods, the GRANTEE may use such portion of the property along and adjacent to said easement as may be reasonably necessary in connection with the construction, maintenance, repair, removal, or replacement of the facilities. The GRANTEE shall notify GRANTOR prior to entering the easements for purposes of initial construction.

GRANTEE as a condition of the granting of the easements shall pay damages, restore or replace in kind, at the GRANTOR's discretion and at GRANTEE's expense, fences, crops, underground pipes, and other improvements in the event such are damaged by the construction, maintenance, repair, replacement, or removal of the facilities. Upon completion of construction, GRANTEE shall reclaim the perpetual and temporary easement areas to a condition reasonably similar to the condition prior to entry.

The GRANTOR shall not build or construct, nor permit to be built or constructed, any building or other similar improvement over, across, or under the said easement, nor change the contour thereof without written consent of the GRANTEE. This easement grant shall be binding upon GRANTOR, his successors and assigns, and shall inure to the benefit of GRANTEE, its successors and assigns, and may be assigned in whole or in part by the GRANTEE.

It is hereby understood that any party securing this grant on behalf of the GRANTEE is without authority to make any representations, covenants, or agreements not herein expressed.

WITNESS, the hand of said grantor, \_\_\_\_\_ this  
\_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

SUP III, a Utah limited liability company  
By: Southern Utah Plains, LLC, a Utah limited liability company





**EXHIBIT E-2**  
**to**  
**Real Estate Purchase Agreement**  
**(Form Three Easements)**

Recorded at Request of  
Grantee  
1777 N. Meadowlark Dr.  
Apple Valley, Utah 84737  
Parcel ID: AV-1350-A

***EASEMENT***

SUP I, LLC, a Utah limited liability company, GRANTOR of the Property described below in the County of Washington State of Utah, hereby GRANT the easement listed below to install and maintain a water pipeline to Big Plains Water Special Service District, a Utah Special Service District, GRANTEE, for the sum of One dollar (\$1.00) and other good and valuable consideration the following described easement in WASHINGTON County, State of Utah:

The easements may partially or completely lie within GRANTOR's property. The perpetual easement shall be 25 feet in width. The temporary construction easement shall be 40 feet in width granted for the time of original installation of the facilities. The proposed location of facilities described as follows:

A 25 foot perpetual easement, with a 40 foot construction easement, running on the Northeasterly side and parallel to the right-of-way line of Utah State Route 59, on, above, and below grantors property within Section 4, Township 43 South, Range 11 West, Salt Lake Base and Meridian and further described as:

PERPETUAL PIPELINE EASEMENT ACROSS PARCEL AV-1350-A (SECTION 4): BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 59 AND THE WEST SECTION LINE OF SECTION 4, SAID POINT LIES SOUTH 01°00'45" WEST 92.66 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 4, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID WEST LINE OF SECTION 4 NORTH 01°00'45" EAST 64.99 FEET; THENCE SOUTH 21°36'37" EAST 2828.37 FEET TO THE SOUTH LINE OF SAID SECTION 4; THENCE ALONG SAID SOUTH LINE OF SECTION 4 NORTH 89°04'36" WEST 27.07 FEET TO THE SAID EAST HIGHWAY RIGHT-OF-WAY; THENCE ALONG SAID EAST HIGHWAY RIGHT-OF-WAY NORTH 21°36'37" WEST 2758.00 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

Purpose and Conditions

TO HAVE AND TO HOLD the same unto the GRANTEE, the easements as follows:

A temporary construction easement with the right to install and inspect pipelines, valves, and other associated structures and appurtenances, (herein collectively called "facilities") over, across, under and through the easement that expires at the time the facilities are put into service; and



Title	Real Estate Purchase Agreement
File name	4.4.24_Big_Plains...reement_CLEAN.pdf
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Audit trail date format	MM / DD / YYYY
Status	● Signed

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## Document History

 SENT	<b>04 / 09 / 2024</b> 23:06:47 UTC	Sent for signature to Barry J. Graff (bgraff12@comcast.net), Shawn H. Graff (shawn@graffmail.com) and Mike Farrar (mayor@applevalleyut.gov) from brandon@rrlegal.com IP: 209.181.80.92
 VIEWED	<b>04 / 10 / 2024</b> 00:03:44 UTC	Viewed by Barry J. Graff (bgraff12@comcast.net) IP: 76.140.14.1
 SIGNED	<b>04 / 10 / 2024</b> 00:04:22 UTC	Signed by Barry J. Graff (bgraff12@comcast.net) IP: 76.140.14.1
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 VIEWED	<b>04 / 10 / 2024</b> 05:03:35 UTC	Viewed by Shawn H. Graff (shawn@graffmail.com) IP: 136.38.213.112

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### Document History



**04 / 10 / 2024**  
05:05:26 UTC

Signed by Shawn H. Graff (shawn@graffmail.com)  
IP: 136.38.213.112



**04 / 10 / 2024**  
15:40:20 UTC

Signed by Mike Farrar (mayor@applevalleyut.gov)  
IP: 208.92.185.136



**04 / 10 / 2024**  
15:40:20 UTC

The document has been completed.