SPRING WATER AGREEMENT

This Spring Water Agreement ("Agreement" or "Spring Agreement") is made and entered into by and between

STASSI D. CRAMM, PRESIDING BISHOP, as Trustee in Trust for the REORGANIZED CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, and her successors in office, in trust for use and benefit of said Church (hereinafter referred to as "Church")

and

BLAINE V. GLASMANN, MICHAEL J. GLASMANN and KEVIN V. GLASMANN (hereinafter referred to collectively and individually as "Glasmann") parties owning as tenants in common real property in Weber County, Utah, and their successors in interest to the following described real property,

RECITALS

- A. WHEREAS, Church is the owner of that certain real property located in Weber County, Utah, identified as Weber County Parcel No. 23-021-0018 and operates a campground, known as Camp Red Cliffe ("Red Cliffe"), on an adjacent parcel of property, subject to a Special Use Permit from the Forest Service (collectively, the "Red Cliffe Property"). A legal description of the Red Cliffe Property is attached to and made part of this Agreement as Exhibit A.
- B. WHEREAS, Glasmann is the owner of that certain real property located in Weber County, Utah, identified as Weber County Parcel No. 23-007-0003 (collectively, the "Glasmann Property"). A legal description of the Glasmann Property is attached to and made part of this Agreement as Exhibit B.
- C. WHEREAS, a spring area is located on the Glasmann Property, which spring area has been used by Church or its predecessors in interest to collect and divert water for the benefit of the Red Cliffe Property, and
- D. WHEREAS, the parties desire to memorialize any prescriptive easement associated with the spring area into an express nonexclusive easement over the Glasmann Property for the benefit of the Red Cliffe Property, and
- E. WHEREAS, Church desires to convey to Glasmann a sufficient amount of water rights to provide domestic indoor water for 3 cabins, which water can be diverted from the spring area under the terms and conditions outlined herein.

THEREFORE, IN EXCHANGE OF CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. <u>Spring Easement</u>. Glasmann conveys to Church and successor in interest an express nonexclusive easement over a specific portion of the Glasmann Property for the purpose of spring

development, maintenance, upgrade and continued capture and diversion of water available at the spring, and also to provide for an access road to be used to access the spring area. The legal description of the easement area (including access road) and the terms and conditions pertaining to the easement are as stated in this Agreement and the Spring Easement, attached at Exhibit C and included herein by reference to this Agreement.

- 2. <u>Glasmann Water Rights</u>. Church will convey a segregated portion of Water Right No. 35-3959 to Glasmann for their diversion of 1.35 acre foot of water from the Spring Easement area for domestic use of water in three (3) cabins. Glasmann may design a collection system to acquire up to 1.35 acre-feet of water from the Spring Easement area. Glasmann shall receive Church approval of the design before installation, which approval may not be withheld unless the design appears to interfere with the Church's use of its water rights. Glasmann will only divert water allowed under its water right for 1.35 acre-feet from the Spring Easement, and the Glasmann diversion will be subordinate in priority to the Church rights to divert water.
- 3. Connection to Spring Collection Pipe. At its own expense, Glasmann may connect to the 4" spring water collection pipe that exits the collection box by installing a "T" junction to allow a 2 inch or smaller pipe to divert water horizontal from the 4 inch pipe. Any diversion by Glasmann will have a valve to allow separations of the systems when needed and will be engineered so that Glasmann's diversion of water does not interfere with the Church's water rights. Any enlargement or other work within the Spring Easement will be performed in compliance with the Utah Division of Drinking Water rules and regulations, and all other applicable federal, state and local regulations.
- 4. Access to Spring Easement. Access to the Spring Easement shall be by the access road located as described in the Spring Easement. The access road shall be maintained and managed by both parties so that it remains free and clear of vehicles or debris or other encumbrances that would restrict the free passage of vehicles for inspection, maintenance and/or upgrade of the Spring Easement facilities. Each party shall share in costs associated with maintenance and management of the access road. If a vehicle is parked on the access road, the operator shall remain near enough to be summoned with the horn of any vehicle requiring passage. Maintenance of the access road includes trimming of trees along the road as needed to reduce damage to vehicles using the road, but does not include removal of standing trees without express permission from Glasmann, which permission will not be unreasonably denied. Any damage to the access road shall be repaired within a reasonable time by the party causing said damage. The access road shall be used by Red Cliffe for inspection, maintenance, monitoring and upgrade of the water collection and diversion system within the Spring Easement by authorized individuals of Red Cliffe and/or government representative, and for maintenance, repair and upgrade of the access road. If a significant amount of work is needed in the Spring Easement, a pre-construction meeting shall be scheduled at least 14 days before construction to coordinate schedules, outline scope of work, various responsibilities, areas needed for staging or storing material, and to identify the persons who will be involved in the project. Each party will be invited to attend the meeting along with contractors and any other persons who will participate and each party will make reasonable efforts to hold the meeting at a time convenient to all parties. In case of emergency repair, parties may take action as needed immediately to abate emergency and will notify the other party of the emergency and repairs needed when possible. Red Cliffe shall maintain a lockable gate at the location of the existing gate entering the Spring Easement. Red Cliffe shall leave the gate locked except during times of inspection, maintenance, upgrade or construction in the Spring Easement. The parties shall designate a location that can be used temporarily by Red Cliffe representatives to park and/or turn around as needed to take action in the Spring Easement or along the access road. This parking location may be changed by Glasmann

so long as the location is conveniently located to allow ready access to facilities within the Spring Easement. Said parking area shall not be used for any other purpose than the maintenance, repair or upgrade of the water system and/or easement access road.

- 5. Expenses Spring Protection and Maintenance. All costs associated with maintenance, upgrade, vegetation removal, collection box and protection zone preparation and initial operation of water diversion within the Spring Easement required as of September 14, 2019 for approval from the Division of Drinking Water ("DDW") shall be the sole responsibility of Red Cliffe. After DDW approval, future costs associated with maintenance, upgrade and operation (including government compliance) of shared facilities shall be split with Church responsible for 92% and Glasmann responsible for 8% (which responsibility can be split if Glasmann divides their water right into three parts.). Each party shall be solely responsible for their own costs associated with its sole use distribution lines. If the Utah Division of Water Rights reduces the amount of water available to either party under their rights in Water Right 35-3959 (or a segregated portion thereof), the allocation of costs associated with share facilities may be reevaluated to allocate costs
- 6. Amendment to Spring Easement. If it is discovered that the existing water pipeline is located outside the description provided in the Spring Easement, the easement will be amended so the easement description encompasses the actual location of the pipeline. If over 70% of the water pipeline needs repair or replacement, the parties will allow relocation of that portion of the easement description so the pipeline may be run adjacent to and within 15 feet of the access road, unless otherwise required by local or state regulation.
- 7. <u>Contamination</u>. Neither party will contaminate the water collected in the Spring Easement and both parties will act in a manner to avoid actual or potential contamination of the groundwater and surface waters located on and around the Spring Easement area. Both parties agree to comply with federal, state and local regulations concerning water contamination and protection of the waters diverted from the Spring Easement.
- 8. <u>Abandonment</u>. If Church desires to abandon the Spring Easement, they shall state this intention in a writing that is recorded with the Weber County Recorders Office. Prior to abandonment, Church shall be responsible for removal of any solely utilized distribution system unless Glasmann assumes full responsibility for those items. Abandonment of the Spring Easement will have no effect on either party's water rights, and each party is free to seek a change in their water rights to allow diversion from a different source.
- 9. <u>Notice</u>. All binding communication between the Parties shall be in writing and shall be validly given or made <u>emailed</u> to the representative of that party identified at the end of the Agreement. Either party may change their designated representative by notifying the other party. Each party affirms that the named representative has the authority to bind that party in all matters pertaining to this Agreement and associated Spring Easement and Water Right Deed.

DESIGNATED CONTACT FOR EACH PARTY:

CHURCH
 Community of Christ
 Office of General Counsel
 1001 W. Walnut
 Independence, MO 64050

(816) 833-1000

Legalservices@cofchrist.org

With a copy to: Camp Red Cliffe

Attn: Penny Young, Board President

Email: penny.young@att.net

GLASMANN

Name: Michael Glasmann Email: michael0707@me.com

Phone: 801-540-3460

OR

Kevin Glasmann

Email: Keving5925@msn.com

Phone: 801-500-0142

- 10. <u>Effective Date and Term of Agreement</u>. This Agreement shall be effective upon execution by the parties' respective obligations under this Agreement shall continue indefinitely.
- 11. <u>Governing Law</u>. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah. Each party hereby submits to the jurisdiction of the Weber County, Utah courts in matters pertaining to this Agreement.
- 12. <u>Entire Agreement</u>. This Agreement shall constitute the entire agreement between the parties and supersedes any prior understanding, representation, or agreement of the parties regarding the subject matter hereof.
- 13. <u>Modification of Agreement</u>. Any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party, and recorded with the Weber County Recorder's Office.
- 14. No Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless expressly provided herein.
- 15. Persons Bound by Agreement and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective employees, representatives, and successors as subsequent owners of the property identified herein. This Agreement and its associated obligations and covenants shall run with the property, and may not be assigned to third parties who do not have ownership of property identified herein. The Church may assign this Agreement and the Spring Easement to any party who succeeds to ownership of all or part of the Red Cliffe Property.
- 16. <u>Contest over Agreement</u>. In the event of contest over this Agreement or contest over either party's compliance with the terms of this Agreement, each party agrees herein to offer

mediation in good faith and to participate in mediation before bringing legal action, with the costs associated with mediation to be paid equally by all parties who participate in mediation. If legal action is brought, the unsuccessful party to the action shall reimburse the successful party for all court costs, filing fees, reasonable attorney fees and any other expenses associated with the action.

- 17. Rights or Remedies. The parties shall have all rights and remedies proved under Utah law for a breach or threatened breach of this Agreement, these rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies does not preclude the exercise of any other rights and remedies. Each party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder may be enforceable by specific performance, injunction or other equitable remedy.
- 18. <u>Necessary Acts and Cooperation</u>. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement or which are necessary and proper to make effective the provisions of this Agreement.

Continued for signatures.

IN WITNESS THEREOF, each party to this Agreement has caused it to be executed of their own free will.

"CHURCH"

REORGANIZED CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

STASSI D. CRAMM, PRESIDING BISHOP of the REORGANIZED CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

STATE OF MISSOUP

COUNTY OF TACKSON :SS.

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Notary Public

Continued for signatures.

SAUNDRA OFELIA DEFFENBAUGH
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for Jackson County
My Commission Expires: May 9, 2022
Commission # 18763412

"GLASMANN"	
BLAINE V. GLASMANN	NOTARY PUBLIC
STATE OF ARIZONA	STATE OF ARIZONA Pima County JANNA SHEPHERD
COUNTY OF PIMA	:SS. My Commission Expires April 29, 2022
On this \(\lambda \) day of \(\text{NVEMSER} \) personally appeared before me and present acknowledged that they have personally ex	, 2019, BLAINE V. GLASMANN has ed proper identification and has sworn and recuted the above document.
	Notary Public
MICHAEL J. GLASMANN	/
STATE OF) :ss.
COUNTY OF)
On this day of personally appeared before me and present acknowledged that they have personally ex	, 2019, MICHAEL J. GLASMANN has ted proper identification and has sworn and secuted the above document.
	Notary Public
KEVIN V. GLASMANN	
STATE OF) :ss.
COUNTY OF	
On this day of personally appeared before me and presen acknowledged that they have personally e	, 2019, KEVIN V. GLASMANN has ted proper identification and has sworn and xecuted the above document.
	Notary Public

"GLASMANN"

BLAINE V. GLASMANN	
STATE OF)
COUNTY OF	:ss.)
On this day of personally appeared before me and present acknowledged that they have personally e	, 2019, BLAINE V. GLASMANN has atted proper identification and has sworn and executed the above document.
MICHAEL J. GLASMANN	Notary Public
STATE OF <u>Utab</u>)
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On this S day of November personally appeared before me and present acknowledged that they have personally experience of the second sec	, 2019, MICHAEL J. GLASMANN has nted proper identification and has sworn and executed the above document. Notary Public
KEVIN V. GLASMANN	NOTARY PUBLIC KRISTIN CATT 691895 COMMISSION EXPIRES NOVEMBER 19, 2020 STATE OF UTAH
STATE OF) :ss.
COUNTY OF	
On this day of personally appeared before me and prese acknowledged that they have personally	2019, KEVIN V. GLASMANN has ented proper identification and has sworn and executed the above document.
	Notary Public

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LAINE V. GLASMANN	
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	Notary Public
IICHAEL J. GLASMANN	
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acknowledged that they have personally	ented proper identification and has sworn and executed the above document. Notary Public
EVIN V. CLASMANN	rodaly radiic
EVIN V. GLASMANN	
COUNTY OF Weber) :ss.)
On this <u>free</u> day of <u>Nov</u> personally appeared before me and prese acknowledged that they have personally	, 2019, KEVIN V. GLASMANN has ented proper identification and has sworn and executed the above document.
THOMAS ANDERSON Notary Public • State of Utah Commission # 695126 My Commission Expires May 23, 2021	Notary Public

EXHIBIT A

TO SPRING AGREEMENT

RED CLIFFE PROPERTY

A TRACT OF LAND IN WEBER COUNTY, STATE OF UTAH, TO-WIT:

A PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, BEGINNING AT A POINT ON THE CENTER OF THE RIVER 100 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION, RUNNING THENCE SOUTH 100 FEET, THENCE NORTH 89D56' WEST 132 FEET, THENCE NORTH 0D04' EAST 160 FEET TO CENTER OF RIVER, THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING.

PARCEL NO. 23-021-0018

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY APPEARING OF RECORD OR ENFORCEABLE IN LAW AND EQUITY.

INCLUDING THE FOLLOWING PROPERTY LEASED FROM THE FOREST SERVICE

BEGINNING at the section corner common to Sections 32 and 33, T. 7 N., R. 3 E., and Sections 4 and 5, T. 6 N., R. 3 E., S.L.M.; thence N. 90° W. 132 feet; thence due north 146 feet; thence S. 63° 30′ W. 160 feet; thence S. 87° 30′ W. 160 feet; thence N. 55° W. 90 feet; thence S. 83° W. 125 feet; thence S. 12° W. 366 feet; thence due south 670 feet; thence north 90° east 700 feet; thence due north 903 feet to the point of beginning enclosing an area of 15.67 acres, more or less.

EXHIBIT B

TO SPRING AGREEMENT

GLASMANN PROPERTY

DESCRIPTION OF PROPERTY 2002 R/P ACRES; 52.15 Changed 16-dec-2002

ALL OF LOTS 3 AND 4, IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 3 EAST, SALT LAKE MERIDIAN, U.S. SURVEY. CONTAINING 56 ACRES.

EXCEPTING THEREFROM PARCEL 'NO 2: A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY UTAH DESCBRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING NORTH 89D46'06" EAST 1488.42 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION 4 AND RUNNING THENCE ALONG SAID SECTION LINE NORTH 89D46'06" EAST 311.58 FEET TO THE NORTHEAST CORNER OF THAT PROPERTY DESCRIBED IN BOOK 1378 AND PAGE 892 OF THE WEBER COUNTY RECORDS; THENCE ALONG THE EAST LINE OF SAID PROPERTY SOUTH 33D24'02" WEST 307.28 FEET; THENCE ALONG THE SOUTH LINE OF SAID PROPERTY NORTH 82D24'56" WEST 159.95 FEET; THENCE NORTH 03D56'24" EAST 234.72 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM PARCEL NO.4: A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER SECTION 4, TOWNSHIP 6 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING NORTH 89D46'06" EAST 1800.00 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION 4 AND RUNNING THENCE ALONG SAID SECTION LINE NORTH 89D46'06" EAST 850.72 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 4; THENCE SOUTH 75D41'58" WEST 1052.48 FEET; THENCE NORTH 33D24'02" EAST 307.28 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

TO SPRING AGREEMENT

SPRING EASEMENT

Recording requested by: Community of Christ Office of General Counsel 1001 W. Walnut Independence, MO 64050

For recorder's use only

SPRING EASEMENT

In exchange for valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

BLAINE V. GLASMANN, MICHAEL J. GLASMANN and KEVIN V. GLASMANN (hereinafter referred to as "Glasmann"), its heirs, assigns and successors in interest,

does hereby convey to

STASSI D. CRAMM, PRESIDING BISHOP of the REORGANIZED CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, and her successors in office, in trust for use and benefit of said Church (hereinafter referred to as "Church") its heirs, assigns and successors in interest,

a non-exclusive, permanent and irrevocable easement over a certain spring area and access road located in Weber County, Utah, said area specifically identified as follows:

Legal Description of spring area and access road – identified herein or in SPRING EASEMENT EXHIBIT Aa

Access road to be legally described separately – the width shall be established as either the width of the current access road or the width as required by local and/or state fire control authority.

If the legal description in Exhibit Aa conflicts with the survey drawing at Exhibit Da, the survey drawing shall control.

The parties hereto, their heirs, assigns and successors in interest are subject to the terms and conditions of a Spring Water Agreement entered the same date as this Spring Easement is signed, as well as the following terms and conditions: The Spring Water Agreement is attached and part of this Agreement at Exhibit Ca.

1. This easement shall be appurtenant to and run with the Red Cliffe Property identified as Exhibit Ba, attached hereto and included herewith. The benefits and burdens of this Spring Easement shall be binding on the respective legal representatives, administrators, successors and assigns of Church. Upon any party's conveyance of their interest in property identified herein, that party shall no longer have any obligation in connection with this Spring Easement or the associated Spring Agreement and all such obligations,

- liabilities or responsibilities shall be assumed by the individual or entity to whom the party has conveyed their interest.
- 2. The easement may be used by Church to allow the diversion and beneficial use of waters arising in or available for diversion within the spring area as described herein, to the full extent authorized by the Utah Division of Water Rights. In addition, the spring area and access road may be used by Church to access, collect, divert, protect and distribute waters diverted from the spring area, and the spring area may be used to manage vegetation, develop and maintain an impervious clay liner, and to install, maintain, and upgrade water collection and diversion systems (including pipelines, gages, meters, collection boxes, valves) and for all actions associated with government compliance as needed to continue the diversion of water from the spring area. The spring area may be fenced and gated to increase protection and security of the spring area.
- 3. This easement may be used by Church to allow access to the spring area via the access road. The access road may be used to transport material associated with the spring area or the purposes of this easement, government compliance and upgrade and maintenance of collection boxes, storage boxes, water collection and diversion systems (including pipelines, gages, meters, collection boxes, valves) and to install, maintain and upgrade fences and gates.
- 4. In the event maintenance or improvements of the water system or easement is required the parties shall cooperate in facilitating said maintenance and improvement. In the event it is necessary to store material on Glasmann property to effectuate the maintenance or improvement, permission from Glasmann shall not be unreasonable withheld provided that Glasmann agrees to the storage location, that storage is for a limited amount of time, the road access is not blocked, and the ground effected by the storage is cleared of the storage material following completion of the maintenance or improvements.

IN WITNESS THEREOF, the parties hereto execute this Spring Easement of their own free will.

Continued for signatures.

REORGANIZED CHURCH OF JESUS CHRIST C	F LATTER-DAY SAINTS	
KLOKGANIZED CHOKCH OF JEGGS CAMES A		
STASSI D. CRAMM, PRESIDING BISHOP of the CHRIST OF LATTER-DAY SAINTS	REORGANIZED CHURCH O	F JESUS
STATE OF	:ss.	
COUNTY OF)	Ý
On this day of the office of STEVEN M. JONES, PRESID OF JESUS CHRIST OF LATTER-DAY SA presented proper identification and has swo executed the above document with the author	DING BISHOP of the REORGAL AINTS has personally appeared rn and acknowledged that she ha	NIZED CHURCH before me and as personally
	Notary Public	

'GLASMANN"	
Maure / Shannam	
BLAINE V. GLASMANN	
STATE OF HRIZONA)
COUNTY OF PIMA	;ss.)
On this 11 day of NOVEMBER	, 2019, BLAINE V. GLASMANN has
personally appeared before me and presente acknowledged that they have personally exe	ecuted the above document.
NOTARY PUBLIC STATE OF ARIZONA Pima County JANNA SHEPHERD My Commission Expires April 29, 2022	Novary Public
MICHAEL J. GLASMANN	
STATE OF)
COUNTY OF	:ss.)
On this day of personally appeared before me and presents acknowledged that they have personally ex	, 2019, MICHAEL J. GLASMANN has ed proper identification and has sworn and ecuted the above document.
	Notary Public
KEVIN V. GLASMANN	
STATE OF) :ss.
COUNTY OF	
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acknowledged that they have personally ex	recuted the above document.
	Notary Public

"GLASMANN"

BLAINE V. GLASMANN	
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0	Notary Public
MICHAEL J. GLASMANN	*
STATE OF Utah)
COUNTY OF Weber	:ss.)
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	Notary Public
KEVIN V. GLASMANN	NOTARY PUBLIC KRISTIN CATT 691895 COMMISSION EXPIRES NOVEMBER 19, 2020 STATE OF UTAH
STATE OF) :ss.
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On this day of personally appeared before me and p acknowledged that they have person	, 2019, KEVIN V. GLASMANN has presented proper identification and has sworn and hally executed the above document.
	Notary Public

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BLAINE V. GLASMANN	
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On this day of personally appeared before me and present acknowledged that they have personally ex	, 2019, BLAINE V. GLASMANN has ted proper identification and has sworn and secuted the above document.
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MICHAEL J. GLASMANN	
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COUNTY OF)
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	Notary Public
KEVIN V. GLASMANN	
COUNTY OF Weber) :ss.
COUNTY OF we been)
	, 2019, KEVIN V. GLASMANN has ted proper identification and has sworn and xecuted the above document.
THOMAS ANDERSON Notary Public o State of Utah Commission # 695126 My Commission Expires May 23, 2021	Notary Public

EXHIBIT Aa To Spring Easement

WATER LINE DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 3 EAST OF THE SALT LAKE BASE AND MERIDIAN.

A 10.00 FOOT WIDE WATERLINE EASEMENT BEING 5.00 FEET NORTH AND 5.00 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE THE SIDELINES OF WHICH ARE TO BE PROLONGED OR ABRIDGED WHEN NOT INTERSECTING THE GRANTORS PROPERTY LINE AT RIGHT ANGLES. BEGINNING AT THE INTERSECTION OF THE GRANTORS WEST PROPERTY LINE AND AN EXISTING WATER LINE BEGIN LOCATED SOUTH 00°00'00" EAST 176.24 FEET ALONG THE WEST LINE OF SAID SECTION 4 FROM THE NORTHWEST CORNER OF SAID SECTION 4; RUNNING THENCE ALONG SAID EXISTING WATER LINE SOUTH 65°08'26" EAST 667.69 FEET TO AN EXISTING SPRING COLLECTION BOX AND THE POINT OF TERMINATION.

ACCESS ROAD DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 3 EAST OF THE SALT LAKE BASE AND MERIDIAN. A 16.00 FOOT WIDE EASEMENT BEING 8.00 FEET NORTH AND 8.00 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE THE SIDELINES OF WHICH ARE TO BE PROLONGED OR ABRIDGED WHEN NOT INTERSECTING THE GRANTORS PROPERTY LINE AND SPRING COLLECTION SITE AT RIGHT ANGLES. BEGINNING AT THE INTERSECTION OF THE GRANTORS WEST PROPERTY LINE AND AN EXISTING ROAD BEGIN LOCATED SOUTH 00°00'00" EAST 302.75 FEET ALONG THE WEST LINE OF SAID SECTION 4 FROM THE NORTHWEST CORNER OF SAID SECTION 4; RUNNING THENCE ALONG SAID EXISTING ROAD THE FOLLOWING NINE (9) COURSES: (1) SOUTH 58°59'35" EAST 80.60 FEET; (2) NORTH 77°32'53" EAST 65.78 FEET; (3) SOUTH 68°44'25" EAST 88.09 FEET; (4) SOUTH 71°45'38" EAST 97.65 FEET; (5) SOUTH 85°05'29" EAST 91.36 FEET; (6) SOUTH 89°38'17" EAST 78.66 FEET; (7) SOUTH 87°57'54" EAST 42.69 FEET; (8) SOUTH 74°23'48" EAST 51.92 FEET; (9) SOUTH 50°26'22" EAST 28.72 FEET TO AN EXISTING SPRING COLLECTION SITE AND THE POINT OF TERMINATION.

SPRING COLLECTION SITE DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 3 EAST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT LOCATED SOUTH 00°00'00" EAST 492.93 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER AND NORTH 90°00'00" EAST 565.14 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 4; RUNNING THENCE NORTH 25°15'47" EAST 64.98 FEET; THENCE SOUTH 64°44'14" EAST 151.01 FEET; THENCE SOUTH 25°17'24" WEST 65.06 FEET; THENCE NORTH 64°42'19" WEST 150.98 FEET TO THE POINT OF BEGINNING. CONTAINING 9,818 SQUARE FEET.

MUST BE RECORDED IN WEBER COUNTY

Mail Notices To: : GLASMANN

WATER RIGHT QUITCLAIM DEED

In exchange for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, STASSI D. CRAMM, as successor to the office of STEVEN M. JONES, PRESIDING BISHOP of the REORGANIZED CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS ("Grantor") does hereby quitclaim to BLAINE V. GLASMANN, MICHAEL J. GLASMANN and KEVIN V. GLASMANN, as tenants in common ("Grantee") the following described water rights as described on the records of the Utah Division of Water Rights, which are used and diverted in Weber County, Utah, and described as follows:

100% of Water Right No.	(a segregated portion of 35-3959),
being 1.35 acre-feet for beneficial use by	three cabins for domestic purposes,
Including any associated interest in adm pertaining to those water rights.	ninistrative filings and rights of records
Said water right is associated with Parce Weber County Recorder's Office, descri EXHIBIT A attached hereto and incorp	ibed in WATER RIGHT QUITCLAIM
SUBJECT TO the priority right of Granbeneficial use of Water Right No. 35-395	

RIGHT OF REVERSION: If Grantee fails obtain a Certificate of Beneficial Use within the time allotted by the Utah Division of Water Rights on all or a portion of the water right conveyed herein, that portion will automatically revert to the Grantor.

CONTINUED NEXT PAGE.

IN WITNESS WHEREOF, Church hereby executes this document of its own free will.

"GRANTOR"

STASSI D. CRAMM

as successor to the office of STEVEN M. JONES, PRESIDING BISHOP of the REORGANIZED CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

STATE OF MISSOURI SS.

On this day of OCCO, 2019, STASSI D. CRAMM has personally appeared before me and presented proper identification and has sworn and acknowledged that she has personally executed the above document with the authority to act on behalf of the entity identified.

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SAUNDRA OFELIA DEFFENBAUGH Notary Public - Notary Seal STATE OF MISSOURI Commissioned for Jackson County My-Commission Expires: May 9, 2022 Commission # 18763412

EXHIBIT Ba To Spring Easement

Legal Description of Red Cliffe Parcel as well as leased lands from Forestry Service

RED CLIFFE PROPERTY

A TRACT OF LAND IN WEBER COUNTY, STATE OF UTAH, TO-WIT:

A PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, BEGINNING AT A POINT ON THE CENTER OF THE RIVER 100 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION, RUNNING THENCE SOUTH 100 FEET, THENCE NORTH 89D56' WEST 132 FEET, THENCE NORTH 0D04' EAST 160 FEET TO CENTER OF RIVER, THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING.

PARCEL NO. 23-021-0018

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY APPEARING OF RECORD OR ENFORCEABLE IN LAW AND EQUITY.

INCLUDING THE FOLLOWING PROPERTY LEASED FROM THE FOREST SERVICE

BEGINNING at the section corner common to Sections 32 and 33, T. 7 N., R. 3 E., and Sections 4 and 5, T. 6 N., R. 3 E., S.L.M.; thence N. 90° W. 132 feet; thence due north 146 feet; thence S. 63° 30° W. 160 feet; thence S. 87° 30° W. 160 feet; thence N. 55° W. 90 feet; thence S. 83° W. 125 feet; thence S. 12° W. 366 feet; thence due south 670 feet; thence north 90° east 700 feet; thence due north 903 feet to the point of beginning enclosing an area of 15.67 acres, more or less.

EXHIBIT Ca To Spring Easement

Attach final executed copy of Spring Water Agreement prior to recording.

EXHIBIT Da To Spring Easement

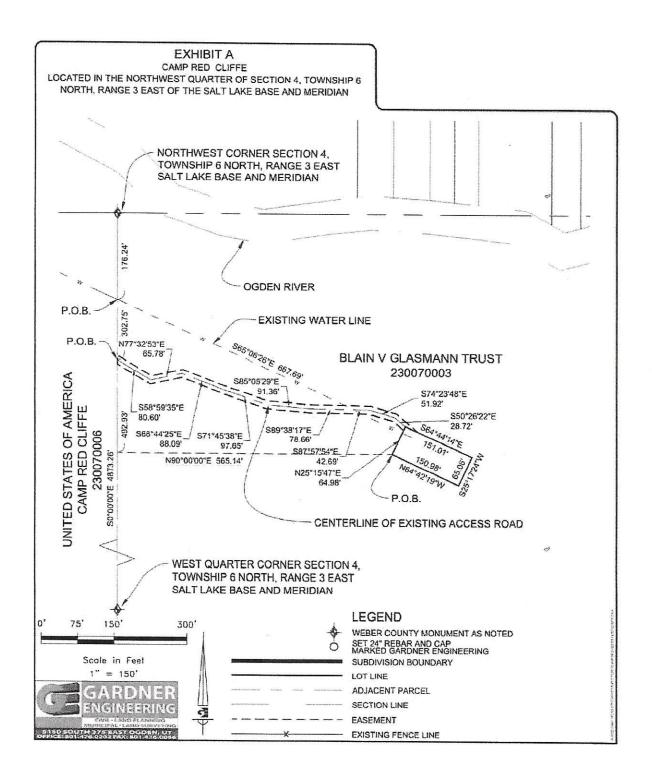


EXHIBIT B

CAMP RED CLIFFE

LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 6
NORTH, RANGE 3 EAST OF THE SALT LAKE BASE AND MERIDIAN

WATER LINE DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 3 EAST OF THE SALT LAKE BASE AND MERIDIAN.

A 10.00 FOOT WIDE WATERLINE EASEMENT BEING 5.00 FEET NORTH AND 5.00 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE THE SIDELINES OF WHICH ARE TO BE PROLONGED OR ABRIDGED WHEN NOT INTERSECTING THE GRANTORS PROPERTY LINE AT RIGHT ANGLES. BEGINNING AT THE INTERSECTION OF THE GRANTORS WEST PROPERTY LINE AND AN EXISTING WATER LINE BEGIN LOCATED SOUTH 00°00'00" EAST 176.24 FEET ALONG THE WEST LINE OF SAID SECTION 4 FROM THE NORTHWEST CORNER OF SAID SECTION 4; RUNNING THENCE ALONG SAID EXISTING WATER LINE SOUTH 65°08'26" EAST 667.69 FEET TO AN EXISTING SPRING COLLECTION BOX AND THE POINT OF TERMINATION.

ACCESS ROAD DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 3 EAST OF THE SALT LAKE BASE AND MERIDIAN.

A 16.00 FOOT WIDE EASEMENT BEING 8.00 FEET NORTH AND 8.00 FEET SOUTH OF THE FOLLOWING DESCRIBED CENTERLINE THE SIDELINES OF WHICH ARE TO BE PROLONGED OR ABRIDGED WHEN NOT INTERSECTING THE GRANTORS PROPERTY LINE AND SPRING COLLECTION SITE AT RIGHT ANGLES. BEGINNING AT THE INTERSECTION OF THE GRANTORS WEST PROPERTY LINE AND AN EXISTING ROAD BEGIN LOCATED SOUTH 90°00'00" EAST 302.75 FEET ALONG THE WEST LINE OF SAID SECTION 4 FROM THE NORTHWEST CORNER OF SAID SECTION 4; RUNNING THENCE ALONG SAID EXISTING ROAD THE FOLLOWING NINE (9) COURSES: (1) SOUTH 58°59'35" EAST 80.60 FEET; (2) NORTH 77°32'53" EAST 65.78 FEET; (3) SOUTH 68°44'25" EAST 88.09 FEET; (4) SOUTH 71°45'38" EAST 97.65 FEET; (5) SOUTH 85°05'29" EAST 91.36 FEET; (6) SOUTH 89°38'17" EAST 78.66 FEET; (7) SOUTH 87°57'54" EAST 42.69 FEET; (8) SOUTH 74°23'48" EAST 51.92 FEET; (9) SOUTH 50°26'22" EAST 28.72 FEET TO AN EXISTING SPRING COLLECTION SITE AND THE POINT OF TERMINATION.

SPRING COLLECTION SITE DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 3 EAST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED SOUTH 00°00'00" EAST 492.93 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER AND NORTH 90°00'00" EAST 565.14 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 4; RUNNING THENCE NORTH 25°15'47" EAST 64.98 FEET; THENCE SOUTH 64°44'14" EAST 151.01 FEET; THENCE SOUTH 25°17'24" WEST 65.06 FEET; THENCE NORTH 64°42'19" WEST 150.98 FEET TO THE POINT OF BEGINNING. CONTAINING 9.818 SQUARE FEET.



EXHIBIT D

To SPRING WATER AGREEMENT

WATER RIGHT QUITCLAIM DEED

WATER RIGHT QUITCLAIM EXHIBIT A

GLASMANN PROPERTY

DESCRIPTION OF PROPERTY 2002 R/P ACRES; 52.15 Changed 16-dec-2002

ALL OF LOTS 3 AND 4, IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 3 EAST, SALT LAKE MERIDIAN, U.S. SURVEY. CONTAINING 56 ACRES.

EXCEPTING THEREFROM PARCEL 'NO 2: A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY UTAH DESCBRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING NORTH 89D46'06" EAST 1488.42 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION 4 AND RUNNING THENCE ALONG SAID SECTION LINE NORTH 89D46'06" EAST 311.58 FEET TO THE NORTHEAST CORNER OF THAT PROPERTY DESCRIBED IN BOOK 1378 AND PAGE 892 OF THE WEBER COUNTY RECORDS; THENCE ALONG THE EAST LINE OF SAID PROPERTY SOUTH 33D24'02" WEST 307.28 FEET; THENCE ALONG THE SOUTH LINE OF SAID PROPERTY NORTH 82D24'56" WEST 159.95 FEET; THENCE NORTH 03D56'24" EAST 234.72 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM PARCEL NO.4: A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER SECTION 4, TOWNSHIP 6 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 4, TOWNSHIP 6 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING NORTH 89D46'06" EAST 1800.00 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION 4 AND RUNNING THENCE ALONG SAID SECTION LINE NORTH 89D46'06" EAST 850.72 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 4; THENCE SOUTH 75D41'58" WEST 1052.48 FEET; THENCE NORTH 33D24'02" EAST 307.28 FEET TO THE POINT OF BEGINNING.

Grantor(s): STASSI D. CRAMM as successor to the office of STEVEN M. JONES, PRESIDING BISHOP of the REORGANIZED CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS Grantee(s): BLAINE V. GLASMANN, MICHAEL J. GLASMANN and KEVIN V. GLASMANN, tenants in common Water Right No(s):
In connection with the foregoing water rights conveyance, Grantor hereby assigns to Grantee all water rights listed which are not yet capable by law of being conveyed by deed (e.g., pending or unapproved water rights) and all applications pertaining to the water rights listed (e.g., all change applications, extension applications, non-use applications, etc.). Grantor also makes the following declarations and disclosures:
SECTION 1 - TYPE OF DEED Check one box only - Must match language in the deed The foregoing deed is a warranty deed. (Grantor is making all standard warranties.) The foregoing deed is a special warranty deed. (Grantor is only warranting that Grantor has not previously conveyed title to others, i.e. warranty of title as to all claiming by or through Grantor.) The foregoing deed is a quit-claim deed. (Grantor is making no warranties.) The language in the foregoing deed is controlling as to the type of deed and associated warranties, if any. (County Recorder should forward a copy of this form to the Utah Division of Water Rights if any box above is checked)
SECTION 2 - APPURTENANT WATER RIGHTS Check one box only
All of Grantor's water rights approved for use on the following described parcel(s) are being conveyed.
In addition to any specifically identified rights, all other water rights owned by Grantor and approved for use on the following describe parcel(s) are being conveyed. Parcel Nos. No water rights other than those specifically identified by water right number are being conveyed.
SECTION 3 - WATER RIGHTS CONVEYED IN WHOLE OR IN PART Check all applicable boxes
100% of the following water rights described in the deed are being conveyed.
Water Right Nos. (a segregated portion of 35-3959) Only the portion indicated of the following water rights described in the deed are being conveyed.
Water Right No for: families; acres of irrigated land; stock water for Equivalent Livestock Units; and/or for acres for families; acres of irrigated land; stock water for Equivalent Livestock Units; and/or for families; acres of irrigated land; stock water for Equivalent Livestock Units; and/or for the following other uses:
acre-feet from Water Right Nofor:families;acres of irrigated land; stock water forEquivaled Livestock Units; and/or for the following other uses:
The language in the foregoing deed is controlling as to quantity, if any.
SECTION 4 - OTHER DISCLOSURES Check all applicable boxes Grantor is endorsing and delivering to Grantee Other water related disclosures:Deed includes conveyance of all interest in associated change application.
The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained. Grantors' Signature(s):
KEVIN V. GLASMANN
THE PARTY OF THE P

NOTE: GRANTEE MUST KEEP ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS.

Grantor(s): STASSI D. CRAMM as successor to the office of STEVEN M. JONES. PRESIDING BISHOP of the REORGANIZED CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS Grantee(s): BLAINE V. GLASMANN, MICHAEL J. GLASMANN and KEVIN V. GLASMANN, tenants in common Water Right No(s):(a segregated portion of 35-3959)
In connection with the foregoing water rights conveyance, Grantor hereby assigns to Grantee all water rights listed which are not yet capable by law of being conveyed by deed (e.g., pending or unapproved water rights) and all applications pertaining to the water rights listed (e.g., all change applications, extension applications, non-use applications, etc.). Grantor also makes the following declarations and disclosures:
SECTION 1 - TYPE OF DEED Theck one box only - Must match language in the deed The foregoing deed is a warranty deed. (Grantor is making all standard warranties.) The foregoing deed is a special warranty deed. (Grantor is only warranting that Grantor has not previously conveyed title to others, i.e., warranty of title as to all claiming by or through Grantor.) The foregoing deed is a quit-claim deed. (Grantor is making no warranties.) The language in the foregoing deed is controlling as to the type of deed and associated warranties, if any. (County Recorder should forward a copy of this form to the Utah Division of Water Rights if any box above is checked)
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The of Grantor's water rights approved for use on the following described parcel(s) are being conveyed.
In addition to any specifically identified rights, all other water rights owned by Grantor and approved for use on the following described parcel(s) are being conveyed. Parcel Nos. No water rights other than those specifically identified by water right number are being conveyed.
SECTION 3 - WATER RIGHTS CONVEYED IN WHOLE OR IN PART Check all applicable boxes
Water Right Nos. (a segregated portion of 35-3959) Water Right No. for: families: assess of injury 11 by the deed are being conveyed.
acre-feet from Water Right No.
acre-feet from Water Right Nofor:families;acres of irrigated land; stock water forEquivale Livestock Units; and/or for the following other uses:
The language in the foregoing deed is controlling as to quantity, if any.
SECTION 4 - OTHER DISCLOSURES Check all applicable boxes Grantor is endorsing and delivering to Grantee _
Other water related disclosures:Deed includes conveyance of all interest in associated change application.
The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained.
Grantees' Acknowledgment of Receipt:
Grantee's Mailing Address:

NOTE: GRANTEE MUST KEEP ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS.

Grantor(s): STASSI D. CRAMM as successor to the office of STEVEN M. JONES, PRESIDING BISHOP of the REORGANIZED CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS Grantee(s): BLAINE V. GLASMANN, MICHAEL J. GLASMANN and KEVIN V. GLASMANN, tenants in common Water Right No(s):(a segregated portion of 35-3959)
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SECTION 3 - WATER RIGHTS CONVEYED IN WHOLE OR IN PART Check all applicable boxes 100% of the following water rights described in the deed are being conveyed. Water Right Nos (a segregated portion of 35-3959) Only the portion indicated of the following water rights described in the deed are being conveyed. Water Right No for: families; acres of irrigated land; stock water for Equivalent Livestock Units; and/or for following other uses: misc. purposes in concrete mixing acres feet from Water Right No for: families; acres of irrigated land; stock water for Equivalent Livestock Units; and/or for the following other uses:
acre-feet from Water Right Nofor:families;acres of irrigated land; stock water forEquivale
The language in the foregoing deed is controlling as to quantity, if any.
SECTION 4 - OTHER DISCLOSURES Check all applicable boxes Grantor is endorsing and delivering to Grantee Other water related disclosures:Deed includes conveyance of all interest in associated change application.
The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained. Grantees' Acknowledgment of Receipt: 11/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1
Grantee's Mailing Address:
NOTE: GRANTEE MUST KEEP ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS.

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