

April 10, 2024

BY ELECTRONIC MAIL

Weber County Planning Department

Attention: Bill Cobabe, Senior Planner and Project Manager; and Rick Grover, County Planning Division Director

2380 Washington Blvd. #240

Ogden, Utah 84401-1473

bcobabe@webercountyutah.gov

rgrover@webercountyutah.gov

**Re: Concern Regarding Unmarked Water Tank Infrastructure Related to Plat
Review for Arrow Leaf Subdivision, File Number UVA101323**

Dear Mr. Cobabe and Mr. Grover,

We understand that your office is considering plat approval for the above-referenced subdivision proposed by Arrowleaf PUD, LLC (“**Arrowleaf**”). We represent Liberty Pipeline Company (“**Liberty**”), which owns an operational water tank, water line, and drain lines on the Arrowleaf property. Liberty asserts easement and fee interests within the Arrowleaf property, which are further described in a Lis Pendens recorded on December 1, 2022. We have attached that recording for your reference.

After reviewing the approved preliminary plat with its conditions and the submitted final plat for the subdivision, we are concerned that the plat and submitted plans do not show Liberty’s existing infrastructure connected to the water tank. We believe that the applicant was required to show the existing infrastructure on the preliminary plat pursuant to Section 106-1-5.10 of the Weber County Municipal Code (the “**Code**”), which requires that a preliminary plat show “[t]he existing location, widths and other dimensions of all existing . . . important features such as, . . . water supply mains . . . water wells . . . within . . . the tract of land to be subdivided[;]” and on the final plat pursuant to Section 106-1-8(16) of the Code which requires that the final plat show “[a]ll easements observed . . .” It is important that the plat precisely indicate where this infrastructure exists so that all parties, including potential buyers and contractors, are aware of the infrastructure, which we believe runs through several proposed lots. It is also important to review the plat and plans submitted to the County to determine whether other aspects of the subdivision, including storm drainage basins and septic areas, impact Liberty’s existing infrastructure.

April 10, 2024
Page Two

For your reference, we have attached general depictions of the water tank and related infrastructure that have been prepared by Liberty's surveyor. At the applicant's request, Liberty is willing to provide legal descriptions to assist in the accurate plotting of the existing infrastructure.

Thank you for your attention to this matter, and please reach out by phone at 801-536-6911 or email at AWeinacker@ParsonsBehle.com should you have any questions.

Sincerely,

PARSONS BEHLE & LATIMER

/s/ Adam E. Weinacker

Adam E. Weinacker
Attorney at Law

AEW:jbp



Adam E. Weinacker, USB 13396
Sean W. Robison, USB 18572
PARSONS BEHLE & LATIMER
201 South Main Street, Suite 1800
Salt Lake City, Utah 84111
Telephone: 801.532.1234
Facsimile: 801.536.6111
AWeinacker@parsonsbehle.com
SRobison@parsonsbehle.com
Attorneys for Liberty Pipeline Company

STATE OF UTAH }
COUNTY OF WEBER } SS

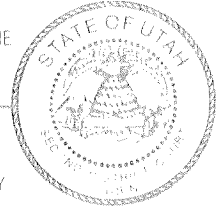
I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE
ORIGINAL ON FILE IN MY OFFICE.

DATED THIS 1 DAY OF December 20 22

CLERK OF THE COURT

BY Cristina Phillips DEPUTY

PAGE 1 OF 5



IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR WEBER COUNTY, STATE OF UTAH

ARROWLEAF PUD, LLC, a Utah limited
liability company,

Plaintiff/Counterclaim Defendant,

vs.

LIBERTY PIPELINE COMPANY, a Utah
corporation, et al.,

Defendant/Counterclaim Plaintiff.

LIBERTY PIPELINE COMPANY, a Utah
corporation,

Third-Party Plaintiff,

vs.

WILLARD'S C-STORE, LLC, a Utah
limited liability company, and WASATCH
PEAKS FEDERAL CREDIT UNION, a
Utah nonprofit corporation,

Third-Party Defendants.

**LIBERTY PIPELINE COMPANY'S
NOTICE OF PENDENCY OF ACTION
(LIS PENDENS)**

Civil No. 220904952

Judge Noel S. Hyde

Tier 2

Under Utah Code § 78B-6-1303, Liberty Pipeline Company (“**Liberty**”) gives notice that the above-described action is pending in the Second Judicial District Court of Weber County, State of Utah, and that the action affects the title to, or the right of possession of, certain real property located in Weber County, Utah, which is more particularly described as follows:

The South 60 rods of the Southeast Quarter of the Northwest Quarter; the Southwest quarter of the Northeast Quarter, and the Northwest Quarter of the Southeast Quarter of Section 18, Township 7 North, Range 1 East of the Sale Lake Meridian, U.S. Survey, except the South 879.8 feet of the Northwest Quarter of the Southeast Quarter of said section. The East 196 feet of the South 310 feet of the North 440.2 feet of the Northwest Quarter of the Southeast Quarter of Said Section; and

Being a part of the east half of Section 18, Township 7 North, Range 1 East, Salt Lake Base and Meridian, said point being South 89°02’18” East 1309.29 feet and south 24.73 feet from the center of said Section 18; also historically known as: beginning at a rebar found at the Northwestern Corner of said Parcel One, said point being South 89°02’18” East 1309.29 feet (Weber County state plane bearing) from the center of said Section 18; thence South 88°23’13” East 96.11 feet along the Northerly line of said Parcel One to the Westerly right-of-way of 2900 East, 60.00 feet in width and the beginning of a curve concave Easterly having a radius of 530.07 feet, a radial line to said curve bears North 69°14’47” West; thence Southerly 106.83 feet along said curved right-of-way through a central angle of 11°35’52”; thence North 89°46’47” West 69.91 feet; thence North 00°13’13” East 105 feet to the point of beginning. Less and excepting the following:

Part of the Southeast Quarter of Section 18, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point on the Section Line, said point being S00°11’09”W 102.84 feet from the center of said Section 18; thence S89°46’50”E 1128.31 feet; thence N00°21’22”E 71.85 feet; thence along a non-tangent curve turning to the right with a radius of 122.47 feet, an arc length of 84.01 feet, a delta angle of 39°18’13”, a chord bearing of N19°39’22”E, and a chord length of 82.37 feet; thence along a reverse curve turning to the left with a radius of 137.58 feet, an arc length of 25.10 feet, a delta angle of 10°27’05”, a chord bearing of S54°16’17”E, and a chord length of 25.06 feet; thence along a compound curve turning to the left with a radius of 97.47 feet, an arc length of 68.50 feet, a delta angle of 40°15’57”, a chord bearing of

S20°05'41"W, and a chord length of 67.10 feet; thence S00°21'22"W 301.87 feet; thence N89°46'50"W 1152.62 feet to the Quarter Section Line; thence N00°11'09"E along said Quarter Section Line, 230.00 feet to the point of beginning; and

Part of the North Half of Section 18, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point, said point being N00°30'29"E 674.25 feet and S89°29'31"E 1161.62 feet from the West Quarter Corner of said Section 18; thence N00°20'46"E 497.20 feet; thence N84°57'32"E 883.90 feet; thence S00°20'46"W 129.68 feet; thence S89°39'14"E 119.95 feet; thence N70°45'06"E 202.63 feet; thence along a non-tangent curve turning to the left with a radius of 184.41 feet, an arc length of 25.08 feet, a delta angle of 07°47'29", a chord bearing of S15°21'09"E, and a chord length of 25.06 feet; thence S70°45'06"W 205.25 feet; thence N89°39'14"W 124.26 feet; thence S00°20'46"W 342.52 feet; thence S84°57'32"W 883.90 feet to the point of beginning.

Weber County Parcel Nos. 22-008-0084 and 22-008-0067

(the "**Property**").

In the action, Arrowleaf PUD, LLC ("**Arrowleaf**") asserts that Liberty does not have an easement or other interest in the Property. For reference, a true and correct copy of the Arrowleaf's Complaint to Quiet Title is attached as Exhibit A. The object of Arrowleaf's action, as set forth in Exhibit A, is incorporated herein by reference.

Liberty has responded to the Complaint and asserts that it has fee and/or easement interests in the Property that permit Liberty to access, maintain, and operate a water tank and related infrastructure on the Property. For reference, a true and correct copy of Liberty's Answer, Counterclaim, and Third-Party Complaint is attached as Exhibit B. The object of Liberty's action and defenses, as set forth in Exhibit B, is incorporated herein by reference.

DATED November 30, 2022.

PARSONS BEHLE & LATIMER

/s/ Adam E. Weinacker

Adam E. Weinacker

Sean W. Robison

Attorneys for Liberty Pipeline Company

CERTIFICATE OF SERVICE

I certify that on November 30, 2022, I caused to be filed with the Court's Greenfiling system a true and correct copy of the foregoing **LIBERTY PIPELINE COMPANY'S NOTICE OF PENDENCY OF ACTION (LIS PENDENS)**, which sent notice of the filing to the following person(s):

John E. Keiter
Keiter Law, P.C.
1064 S. North County Blvd., Suite 350
Pleasant Grove, UT 84062
Attorney for Arrowleaf PUD, LLC

I also certify that on November 30, 2022, I caused to be sent by U.S. mail, postage prepaid, a true and correct copy of the foregoing **LIBERTY PIPELINE COMPANY'S NOTICE OF PENDENCY OF ACTION (LIS PENDENS)** upon the following:

Wasatch Peaks Federal Credit Union
c/o Jeff Shaw, registered agent
4723 Harrison Blvd.
Ogden, UT 84403

/s/ Adam E. Weinacker

EXHIBIT A

JOHN E. KEITER (#16487)
KEITER LAW, PC
 1064 S. North County Blvd., Ste. 350
 Pleasant Grove, Utah 84062
 Telephone: (801) 633-0559
 Facsimile: (801) 776-1121
john@keiterlaw.com
Attorneys for Plaintiff

**IF YOU DO NOT RESPOND
 TO THIS DOCUMENT
 WITHIN APPLICABLE TIME
 LIMITS, JUDGMENT COULD
 BE ENTERED AGAINST YOU
 AS REQUESTED.**

IN THE SECOND JUDICIAL DISTRICT COURT

IN AND FOR WEBER COUNTY, STATE OF UTAH

ARROWLEAF PUD, LLC, a Utah limited liability company,

Plaintiff,

vs.

LIBERTY PIPELINE COMPANY, a Utah corporation; and DOES 1 through 100,

Defendant.

COMPLAINT TO QUIET TITLE

(Tier II)

Civil No. _____

Judge _____

Plaintiff Arrowleaf PUD, LLC, a Utah limited liability company (“**Arrowleaf**”), by and through its counsel of record, John E. Keiter of Keiter Law, P.C. and Steven E. Clyde of Clyde Snow and Sessions, hereby complains and alleges against defendants Liberty Pipeline Company (“**Liberty**”) and Does 1 through 100, as follows:

JURISDICTION AND VENUE

1. Jurisdiction in this Court is established pursuant to Utah Code § 78A-5-102(1).
2. Venue is proper in this Court under Utah Code § 78B-3-301.

FACTS

Description of the Parties:

3. Plaintiff Arrowleaf is a Utah limited liability company with its principal place of business in Weber County, State of Utah.

4. Defendant Liberty is a Utah not-for-profit corporation with its principal place of business in Weber County, State of Utah.

5. Defendants Does 1 through 100 are persons unknown to Plaintiff who may claim a right, title, estate, or interest in, a lien upon the real property described in this pleading that is adverse to the Plaintiff's ownership or clouding Plaintiff's title thereto. If the identity or identities of one or more of Does 1 through 100 is discovered, Plaintiff will seek leave to amend this Complaint.

The Subject Property:

6. Arrowleaf is the current owner of real property (the "**Property**") located in the Liberty census in Ogden Valley, Weber County, State of Utah, with a parcel identification number of 22-008-0084 as more fully described below:

THE SOUTH 60 RODS OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 1 EAST OF THE SALT LAKE MERIDIAN, U.S. SURVEY. EXCEPT THE SOUTH 879.8 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION. EXCEPT THE EAST 196 FEET OF THE SOUTH 310 FEET OF THE NORTH 440.2 FEET OF THE NORTHWEST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION. LESS AND EXCEPTING: PART OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, US SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING SOUTH 00D11'09" WEST 102.84 FEET FROM THE CENTER OF SAID SECTION 18; THENCE SOUTH 89D46'50" EAST 1128.31 FEET; THENCE NORTH 00D21'22" EAST 71.85 FEET; THENCE ALONG A NON TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 122.47 FEET, AN ARC LENGTH OF 84.01 FEET, A DELTA ANGLE OF 39D18'13", A CHORD BEARING OF NORTH 19D39'22" EAST, AND A CHORD LENGTH OF 82.37 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 137.58 FEET, AN ARC LENGTH OF 25.10 FEET, A DELTA ANGLE OF 10D27'05", A CHORD BEARING OF SOUTH 54D16'17" EAST, AND A CHORD LENGTH OF 25.06 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH A RADIUS OF 97.47 FEET, AN ARCLength OF 68.50 FEET, A DELTA ANGLE OF 40D15'57", A CHORD BEARING OF SOUTH 20D05'41" WEST, AND A CHORD LENGTH OF 67.10 FEET; THENCE

SOUTH 00D21'22" WEST 301.87 FEET; THENCE NORTH 89D46'50" WEST 1152.62 FEET TO THE QUARTER SECTION LINE; THENCE NORTH 00D11'09" EAST ALONG SAID QUARTER SECTION LINE, 230.00 FEET TO THE POINT OF BEGINNING. ALSO LESS & EXCEPTING: PART OF THE NORTH HALF OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, US SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT BEING NORTH 00D30'29" EAST 674.25 FEET AND SOUTH 89D29'31" EAST 1161.62 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 18; THENCE NORTH 00D20'46" EAST 497.20 FEET; THENCE NORTH 84D57'32" EAST 883.90 FEET; THENCE SOUTH 00D20'46" WEST 129.68 FEET; THENCE SOUTH 89D39'14" EAST 119.95 FEET; THENCE NORTH 70D45'06" EAST 202.63 FEET; THENCE ALONG AN ON TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 184.41 FEET, AN ARC LENGTH OF 25.08 FEET, A DELTA ANGLE OF 07D47'29", A CHORD BEARING OF SOUTH 15D21'09" EAST, AND A CHORD LENGTH OF 25.06 FEET; THENCE SOUTH 70D45'06" WEST 205.25 FEET; THENCE NORTH 89D39'14" WEST 124.26 FEET; THENCE SOUTH 00D20'46" WEST 342.52 FEET; THENCE SOUTH 84D57'32" WEST 883.90 FEET TO THE POINT OF BEGINNING.

7. Arrowleaf's title to the property comes by way of a succession in title from William "Lysle" Bailey ("**Bailey**"), who owned the property individually or by way of entity between 1981 through 2015. *See* Abstract of Title, attached hereto at Exhibit 1.
8. Upon information and belief, sometime in the early 1980s, Liberty identified a need for additional storage capacity for its culinary water system.
9. Liberty approached Bailey for permission to build a storage tank, a pipeline, drainage lines and other related structures (the "**Infrastructure**") on the Property.
10. What transpired between Liberty and Bailey after that point is not clear; however, Liberty was eventually granted permission from Bailey to construct the Infrastructure on the Property.
11. The Weber County Recorder's office lacks any record of an agreement between Bailey and Liberty relating to the construction of the Infrastructure, or any record granting an easement or other property right to Liberty in association with the Infrastructure. *Id.*
12. Liberty likewise lacks any agreement, conveyance instrument, deed, or other writing of any kind to document that it has a real property interest in the Property.
13. The Infrastructure does not service the Property in any capacity.

14. Plaintiff is the current owner of the Property upon which the Infrastructure was built and which still burdens the Property today.

15. Plaintiff has now asserted a trespass against Liberty for its continued and unwanted use of the Property.

FIRST CAUSE OF ACTION
(Quiet Title)

16. Plaintiff incorporates by reference the foregoing paragraphs as though fully restated herein.

17. Interests in real property cannot be created, granted, assigned, surrendered or declared except by act or operation of law or by a deed or conveyance in writing subscribed by the party creating, granting, assigning, surrendering, or declaring the same. Utah Code § 25-5-1.

18. Defendants have no writing of any kind evidencing an interest in the Property for use of its Infrastructure.

19. Defendants do not have a valid easement against the Property.

20. Plaintiff seeks an order of this Court determining the rights, interests, and claims of Plaintiff regarding Liberty's Infrastructure.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

- A. For entry of judgment in favor of Plaintiff and against Defendants;
- B. For an order quieting title in the Property in Plaintiff and entitling Plaintiff to quiet and peaceful possession to the the Property to the exclusion of Defendants and all persons claiming under them;

- C. For costs of this action, if applicable;
- D. For such other and further relief as the Court deems appropriate.

DATED: October 26, 2022

KEITER LAW, PC

/s/ John E. Keiter

John E. Keiter

Attorneys for Plaintiff

EXHIBIT 1

Abstract of Title

Tax	Recorder	Fee and Entry	Abstract	Ownership	Legal	22-008-0084	2022
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Abstract of Title

Curr Date Time: 25-OCT-2022 09:44 AM

Serial Number 22-008-0084

Grantor Grantee	Kind of Document Consideration TP	Book - Page Entry #	Rec Date Doc Date	Time Rela	Abstract Date Entry Ref
BAILEY, WILLIAM LYSLE & WF	QCD	1382 175402	JUN-1981	330	
LYSLE BAILEY INVESTMENT CO	10.00	837026 24 03	1981		
BAILEY, WILLIAM LYSLE & WF	QCD	1382 175502	JUN-1981	331	
BAILEY, LARRY LYSLE TR ETAL	10.00	837027 24 03	1981		
BOARD OF COUNTY COMMISSIONERS	ORDNCE	1394 177222	DEC-1981	1157	
WHOM IT MAY CONCERN	0.00	849262 21 12	1981		
WEBER COUNTY COMMISSIONERS	ORDNCE 16-82	1409 015009	SEP-1982	1032	
WHOM IT MAY CONCERN	0.00	863830 26 08	1982		
ALVORD, REX M WTR	NTCAGRMIT & R	1483 103416	JAN-1986	353	
WHOM IT MAY CONCERN WTR	0.00	858077			
JOHNSON, S CURTIS WTR	CORR QCD	1590 016015	NOV-1990	818	
CORP PR BP CH JESUS CHRIST LDS WTR	0.00	1124263 10 09	1990	15091543	

Serial Numbers Removed

Entry Nbr	Date Removed	Reason Removed

Tax	Recorder	Fee and Entry	Abstract	Ownership	Legal	22-008-0084	2022
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Grantee	Consideration TP	Entry #	Doc Date	Rela	Entry Ref
BOARD OF COUNTY COMMISSIONERS	ORDNCE	1394 177	22-DEC-1981	1157	
WHOM IT MAY CONCERN	0.00	849262	21 12 1981		
WEBER COUNTY COMMISSIONERS	ORDNCE 16-82	1409 0150	09-SEP-1982	1032	
WHOM IT MAY CONCERN	0.00	863830	26 08 1982		
ALVORD, REX M WTR	NTC AGRMT & R	1483 1034	16-JAN-1986	353	
WHOM IT MAY CONCERN WTR	0.00	958077			
JOHNSON, S CURTIS WTR	CORR QCD	1590 0160	15-NOV-1990	818	
CORP PR BP CH JESUS CHRIST LDS WTR	0.00	1124263	10 09 1990	1308 1543	
CORP PR BP CH JESUS CHRIST LDS WTR	SP WD	1590 0164	15-NOV-1990	831	
COLE CANYON WTR CO WTR	10.00	1124264	06 04 1990		
BANK OF UT	REL	1669 023	24-JUN-1993	1102	
PENTON, ROBERT G & WF	0.00	1232937	22 06 1993	0859 0049	



Serial Numbers Removed

Entry Nbr Date Removed Reason Removed

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Tax	Recorder	Fee and Entry	Abstract	Ownership	Legal	22-008-0084	2022
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Serial Number 22-008-0084

Grantor	Kind of Document	Book - Page	Rec Date	Time	Abstract Date
Grantee	Consideration TP	Entry #	Doc Date	Rele.	Entry Ref
BANK OF UT	REL	1669 023	24-JUN-1993	1102	
PENTON, ROBERT G & WF	0.00	1232937	22 06 1993	08550049	
ALVORD, REN M PLTF ETAL	LIS PENDS	1683 073	04-OCT-1993	443	
COLE CANYON WTR CO DEFT ETAL	0.00	1250435	04 10 1993		
WEBER COUNTY	RESOL #18-96	1801 029	12-APR-1996	1042	
WHOM IT MAY CONCERN	0.00	1399404	03 04 1996		
WEBER COUNTY	RESOL #25-96	1811 278	18-JUN-1996	923	
WHOM IT MAY CONCERN	0.00	1413086	15 05 1996		
WHOM IT MAY CONCERN	NTC ROLLBACK	1826 211	25-SEP-1996	1024	
WHOM IT MAY CONCERN	14.38	1430660	19 08 1996		
WEBER COUNTY	PT WITHDRL ANN	1826 211	25-SEP-1996	1024	
LYSLE BAILEY INVEST CO	0.00	1430661	19 09 1996		

Serial Numbers Removed

Entry Nbr	Date Removed	Reason Removed

Tax	Recorder	Fee and Entry	Abstract	Ownership	Legal	22-008-0084	2022
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Abstract of Title

Curr Date/Time: 23-OCT-2022 09:44 AM

Serial Number 22-008-0084

Grantor	Kind of Document	Book - Page	Rec Date	Time	Abstract Date
Grantee	Consideration TP	Entry #	Doc Date	Relc	Entry Ref
WEBER COUNTY	PT WTHDRL ANN	1826 2114	23-SEP-1996	1024	
LVSLE BAILEY INVEST CO	0.00	1430661	19 09 1996		
LOWE FAMILY ENTERPRISES LC	ANNL APPL	1858 1592	24-APR-1997	1114	
WHOM IT MAY CONCERN	0.00	1467521			
WEBER COUNTY	ROLL BCK TX LIE	2100 2308	09-NOV-2000	1044	
LVSLE BAILEY INVEST CO	14.38	1736521	09 11 2000		
WEBER COUNTY	RESOL 23-2005		24-JAN-2006	231	
WHOM IT MAY CONCERN	0.00	2156401	12 07 2005		
WEBER COUNTY	NTC DECISION		17-DEC-2007	1014	
WHOM IT MAY CONCERN	0.00	2310832	17 12 2007		
LVSLE BAILEY INVEST CO ETAL	NTC OF LIEN		01-FEB-2008	423	
REEVE & ASSOCIATES INC	42790 27	2319390	01 02 2008		



Serial Numbers Removed

Entry Nbr	Date Removed	Reason Removed

Tax	Recorder	Fee and Entry	Abstract	Ownership	Legal	22-008-0084	2022
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Abstract of Title

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Serial Number 22 -008 -0084

Grantor Grantee	Kind of Document Consideration TP	Book - Page Entry #	Rec Date Doc Date	Time Rela	Abstract Date Entry Ref
LYSLE BAILEY INVEST CO ETAL	NTC OF LIEN		01-FEB-2008	423	
REEVE & ASSOCIATES INC	42790.27	2319390	01/02/2008		
REEVES & ASSOC INC PLTF	LIS PENDS		30-JUL-2008	436	
TIMMONS, HAL DEFT ETAL		2356803	30/07/2008		
REEVE & ASSOC	REL OF LIEN		21-JAN-2009	336	
LYSLE BAILEY INVEST CO	0.00	2386194	05/01/2009		2319390
REEVE & ASSOC PLTF	REL LIS PENDS		21-JAN-2009	337	
TIMMONS, HAL DEFT ETAL	0.00	2386195	21/01/2009		2356803
WEBER COUNTY	RESOL #27-2012		13-DEC-2012	1033	
WHOM IT MAY CONCERN	0.00	2610456	11/12/2012		
WEBER COUNTY	WTHDRL ANNL A		28-FEB-2013	1107	
LYSLE BAILEY INVESTMENT CO		2622837	21/02/2013		



Serial Numbers Removed

Entry Nbr Date Removed Reason Removed

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Abstract of Title

Cur Date Time: 25-OCT-2022 09:44 AM

Serial Number 22-008-0084

Grantor Grantee	Kind of Document Consideration TP	Book - Page Entry #	Rec Date Doc Date	Time Rela.	Abstract Date Entry Ref
WEBER COUNTY	WTHDR ANNL A		28-FEB-2013	1107	
LYSLE BAILEY INVESTMENT CO		2622837	21 02 2013		
LYSLE BAILEY INVESTMENT CO	NTC ROLLBACK		28-FEB-2013	1108	
WEBER COUNTY	83372.43	2622838	21 02 2013		
LYSLE BAILEY INVESTMENT CO	ANNL APPL		08-APR-2014	440	
WHOM IT MAY CONCERN	0.00	2681880	28 03 2014		
STATE OF UTAH	CERT OF CREATI		20-JAN-2015	150	
WHOM IT MAY CONCERN	0.00	2718461	01 12 2014		
WEBER COUNTY	AFFT		09-MAR-2015	938	
WHOM IT MAY CONCERN		2725109	09 03 2015		
LYSLE BAILEY INVESTMENT CO	QCD		20-APR-2015	1203	
BIG CANYON LLC	10.00	2731485	29 09 2014		



Serial Numbers Removed

Entry Nbr	Date Removed	Reason Removed

Tax	Recorder	Fee and Entry	Abstract	Ownership	Legal	22-008-0084	2022
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Grantor	Kind of Document	Book - Page	Rec Date	Time	Abstract Date
Grantee	Consideration TP	Entry #	Doc Date	Rela	Entry Ref
LYSLE BAILEY INVESTMENT CO	OCD		20-APR-2015	1203	
BIG CANYON LLC	10.00	2731485	29-09-2014		
BIG CANYON LLC	ANNUAL APPL		28-JUL-2015	202	
WHOM IT MAY CONCERN	0.00	2747955	24-07-2015		
STATE OF UTAH	CERT DISSOLUTION		25-MAY-2016	1123	
WHOM IT MAY CONCERN	0.00	2795066			
WEBER COUNTY	RESOL #12-2016		25-MAY-2016	1124	
WHOM IT MAY CONCERN	0.00	2795067	10-05-2016		
BIG CANYON LLC	WD PT		24-MAY-2022	951	09-JUN-2022
WILLARDS C STORE LLC	10.00	3237632	19-05-2022		
WILLARDS C STORE LLC	TRUST DD		24-MAY-2022	1045	09-JUN-2022
WASATCH PEAKS FED CR UN ETAL	2029006.49	3237646	19-05-2022		

Serial Numbers Removed

Entry Nbr	Date Removed	Reason Removed

Tax

Recorder

Fee and Entry

Abstract

Ownership

Legal

22-008-0084

2022

Abstract of Title

Curr Date Time: 25-OCT-2022 09:44 AM

Serial Number 22 -008 -0084

Grantor Grantee	Kind of Document Consideration TP	Book - Page Entry #	Rec Date Doc Date	Time Rel.	Abstract Date Entry Ref
WILLARDS C STORE LLC	TRUST DD		24-MAY-2022	1045	09-JUN-2022
WASATCH PEAKS FED CR UN ETAL	2029006.49	3237646	19 05 2022		
WILLARDS C STORE LC	WD		22-JUL-2022	1133	22-JUL-2022
ARROWLEAF PUD LLC	10.00	3246985	21 07 2022		
WEBER BASIN WTR CONSERVANCY DIST	ORDR ON PETN		08-SEP-2022	836	08-SEP-2022
WILLARDS C STORE LLC WTR	0.00	3254029	28 07 2022		
ARROWLEAF PUD LLC	DEED OF TRST		03-OCT-2022	250	03-OCT-2022
WASATCH PEAKS FED CR UN	35000.00	3258020	30 09 2022		
ARROWLEAF PUD LLC	ASGNMT OF RENT		03-OCT-2022	250	03-OCT-2022
WASATCH PEAKS FED CR UN		3258021	30 09 2022		
ARROWLEAF PUD LLC	ANNUAL APPL		04-OCT-2022	840	04-OCT-2022
WHOM IT MAY CONCERN	0.00	3258102	30 08 2022		

Serial Numbers Removed

Entry Nbr

Date Removed

Reason Removed

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EXHIBIT B

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Attorneys for Liberty Pipeline Company

IN THE SECOND JUDICIAL DISTRICT COURT
 IN AND FOR WEBER COUNTY, STATE OF UTAH

ARROWLEAF PUD, LLC, a Utah limited
 liability company,

Plaintiff/Counterclaim Defendant,

vs.

LIBERTY PIPELINE COMPANY, a Utah
 corporation, et al.,

Defendant/Counterclaim Plaintiff.

LIBERTY PIPELINE COMPANY, a Utah
 corporation,

Third-Party Plaintiff,

vs.

WILLARD'S C-STORE, LLC, a Utah
 limited liability company, and WASATCH
 PEAKS FEDERAL CREDIT UNION, a
 Utah nonprofit corporation,

Third-Party Defendants.

**LIBERTY PIPELINE COMPANY'S
 ANSWER, COUNTERCLAIM, AND
 THIRD-PARTY COMPLAINT**

Civil No. 220904952

Judge Noel S. Hyde

Tier 2

Defendant Liberty Pipeline Company (“**Liberty**”), by and through its counsel of record, hereby answers the Complaint of Arrowleaf PUD, LLC (“**Arrowleaf**” or “**Plaintiff**”) as follows:

1. Jurisdiction in this Court is established pursuant to Utah Code § 78A-5-102(1).

Answer: This is a legal conclusion to which no response is required.

2. Venue is proper in this Court under Utah Code § 78B-3-301.

Answer: This is a legal conclusion to which no response is required.

3. Plaintiff Arrowleaf is a Utah limited liability company with its principal place of business in Weber County, State of Utah.

Answer: Admitted.

4. Defendant Liberty is a Utah not-for-profit corporation with its principal place of business in Weber County, State of Utah.

Answer: Admitted.

5. Defendants Does 1 through 100 are persons unknown to Plaintiff who may claim a right, title, estate, or interest in, a lien upon the real property described in this pleading that is adverse to the Plaintiff’s ownership or clouding Plaintiff’s title thereto. If the identity or identities of one or more Does 1 through 100 is discovered, Plaintiff will seek leave to amend this Complaint.

Answer: Liberty denies these allegations due to lack of knowledge or information sufficient to form a belief about their truth.

6. Arrowleaf is the current owner of real property (the “Property”) located in the Liberty census in Ogden Valley, Weber County, State of Utah, with a parcel identification number of 22-008-0084 as more fully described below:

THE SOUTH 60 RODS OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 1 EAST OF THE SALT LAKE MERIDIAN, U.S. SURVEY. EXCEPT THE SOUTH 879.8 FEET OF THE

NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION. EXCEPT THE EAST 196 FEET OF THE SOUTH 310 FEET OF THE NORTH 440.2 FEET OF THE NORTHWEST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION. LESS AND EXCEPTING: PART OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, US SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING SOUTH 00D11'09" WEST 102.84 FEET FROM THE CENTER OF SAID SECTION 18; THENCE SOUTH 89D46'50" EAST 1128.31 FEET; THENCE NORTH 00D21'22" EAST 71.85 FEET; THENCE ALONG A NON TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 122.47 FEET, AN ARC LENGTH OF 84.01 FEET, A DELTA ANGLE OF 39D18'13", A CHORD BEARING OF NORTH 19D39'22" EAST, AND A CHORD LENGTH OF 82.37FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 137.58 FEET, AN ARC LENGTH OF 25.10 FEET, A DELTA ANGLE OF 10D27'05", A CHORD BEARING OF SOUTH 54D16'17" EAST, AND A CHORD LENGTH OF 25.06 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH A RADIUS OF 97.47 FEET, AN ARCLength OF 68.50 FEET, A DELTA ANGLE OF 40D15'57", A CHORD BEARING OF SOUTH 20D05'41" WEST, AND A CHORD LENGTH OF 67.10FEET; THENCE SOUTH 00D21'22" WEST 301.87 FEET; THENCE NORTH89D46'50" WEST 1152.62 FEET TO THE QUARTER SECTION LINE; THENCE NORTH 00D11'09" EAST ALONG SAID QUARTER SECTION LINE, 230.00 FEET TO THE POINT OF BEGINNING. ALSO LESS & EXCEPTING: PART OF THE NORTH HALF OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, US SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT BEING NORTH 00D30'29" EAST 674.25 FEET AND SOUTH 89D29'31" EAST 1161.62 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 18; THENCE NORTH 00D20'46" EAST 497.20FEET; THENCE NORTH 84D57'32" EAST 883.90 FEET; THENCE SOUTH 00D20'46" WEST 129.68 FEET; THENCE SOUTH 89D39'14" EAST 119.95FEET; THENCE NORTH 70D45'06" EAST 202.63 FEET; THENCE ALONG ANON TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 184.41FEET, AN ARC LENGTH OF 25.08 FEET, A DELTA ANGLE OF 07D47'29", A CHORD BEARING OF SOUTH 15D21'09" EAST, AND A CHORD LENGTH OF 25.06 FEET; THENCE SOUTH 70D45'06" WEST 205.25 FEET; THENCE NORTH 89D39'14" WEST 124.26 FEET; THENCE SOUTH 00D20'46" WEST 342.52 FEET; THENCE SOUTH 84D57'32" WEST 883.90 FEET TO THE POINT OF BEGINNING.

Answer: Liberty admits that Arrowleaf is named as the grantee on a deed filed with the Weber County Recorder's office and that the deed contains the legal description contained in this allegation. Liberty denies any allegations inconsistent with these admissions.

7. Arrowleaf's title to the property comes by way of a succession in title from William "Lysle" Bailey ("Bailey"), who owned the property individually or by way of entity between 1981 through 2015. *See* Abstract of Title, attached hereto at Exhibit 1.

Answer: Liberty admits that the records of the Weber County Recorder's office for the Property show that the Lysle Bailey Investment Company previously owned the Property. However, the records also show the Lysle Bailey Investment Company conveyed the Property in 2014. Liberty denies any allegations inconsistent with these admissions.

8. Upon information and belief, sometime in the early 1980s, Liberty identified a need for additional storage capacity for its culinary water system.

Answer: Admitted.

9. Liberty approached Bailey for permission to build a storage tank, a pipeline, drainage lines and other related structures (the "Infrastructure") on the Property.

Answer: Liberty admits that it reached an agreement with the owner of the Property to build the Infrastructure on the Property. The nature of this agreement, including the granting of fee and/or easement interests to Liberty, is further explained in the Counterclaim below. Liberty denies any allegations inconsistent with these admissions.

10. What transpired between Liberty and Bailey after that point is not clear; however, Liberty was eventually granted permission from Bailey to construct the Infrastructure on the Property.

Answer: Liberty admits that it reached an agreement with the owner of the Property to build the Infrastructure on the Property. The nature of this agreement, including the granting of fee and/or easement interests to Liberty, is further explained in the Counterclaim below. Liberty denies any allegations inconsistent with these admissions.

11. The Weber County Recorder's office lacks any record of an agreement between Bailey and Liberty relating to the construction of the Infrastructure, or any record granting an easement or other property right to Liberty in association with the Infrastructure. *Id.*

Answer: Liberty admits that it has not yet located a written agreement recorded with the Weber County Recorder's Office between Bailey and Liberty related to their agreement to construct the Infrastructure on the Property. Liberty denies the allegation that no such record exists due to lack of knowledge or information sufficient to form a belief about its truth.

12. Liberty likewise lacks any agreement, conveyance instrument, deed, or other writing of any kind to document that it has a real property interest in the Property.

Answer: Liberty admits that it has not yet located a written agreement between Bailey and Liberty related to the agreement to construct the Infrastructure on the Property. Liberty denies that it lacks other writings that document such an agreement or Liberty's real property interest in the Property. Liberty further denies any implication that no other such writings exist.

13. The Infrastructure does not service the Property in any capacity.

Answer: Admitted.

14. Plaintiff is the current owner of the Property upon which the Infrastructure was built and which still burdens the Property today.

Answer: Denied. As set forth in the Counterclaim, Liberty owns a half-acre in fee simple on which its storage tank is located. The remaining Infrastructure is located on the Property, which is burdened by a perpetual easement for the operation of, maintenance of, and access to the Infrastructure.

15. Plaintiff has now asserted a trespass against Liberty for its continued and unwanted use of the Property.

Answer: Liberty denies that it has committed any trespass against Plaintiff or that Plaintiff has asserted such a claim in its Complaint.

FIRST CAUSE OF ACTION
(Quiet Title)

16. Plaintiff incorporates by reference the forgoing paragraphs as though fully restated herein.

Answer: Liberty incorporates by reference the forgoing responses as though fully restated herein.

17. Interests in real property cannot be created, granted, assigned, surrendered or declared except by act or operation of law or by a deed or conveyance in writing subscribed by the party creating, granting, assigning, surrendering, or declaring the same. Utah Code § 25-5-1.

Answer: This is a legal conclusion to which no response is required. To the extent a response is required, Liberty denies this allegation as an incomplete recitation of the statutory language and an incomplete statement of the body of Utah law on the subject.

18. Defendants have no writing of any kind evidencing an interest in the Property for use of its Infrastructure.

Answer: Denied.

19. Defendants do not have a valid easement against the Property.

Answer: Denied.

20. Plaintiff seeks an order of this Court determining the rights, interests, and claims of Plaintiff regarding Liberty's Infrastructure.

Answer: Liberty admits that Plaintiff seeks this relief but denies Plaintiff's entitlement to the relief. Liberty further denies Plaintiff's entitlement to the relief requested in its "Prayer for Relief."

AFFIRMATIVE DEFENSES

1. Plaintiff fails to state a claim for which relief may be granted.

2. Plaintiff's claims are barred, in whole or in part, under the doctrines of express easement, easement by estoppel, easement by prescription, easement by implication, and easement by necessity.

3. Plaintiff's claims are barred, in whole or in part, by the equitable doctrines of waiver, release, laches, estoppel, ratification, privilege, justification, in pari delicto, and unclean hands.

4. Plaintiff's claims are barred, in whole or in part, for failure to join indispensable parties.

5. Plaintiff's claims are barred, in whole or in part, because any recovery would constitute unjust enrichment.

6. Plaintiff's claims are barred, in whole or in part, under the bona fide purchaser doctrine and/or the doctrines of actual or constructive notice.

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COUNTERCLAIM AND THIRD-PARTY COMPLAINT

Pursuant to Rules 13 and 14 of the Utah Rules of Civil Procedure, Counterclaim Plaintiff and Third-Party Plaintiff Liberty Pipeline Company (“**Liberty**”) complains and alleges against Counterclaim Defendant Arrowleaf PUD LLC (“**Arrowleaf**”), as well as Third-Party Defendants Willard’s C-Store LLC (“**Willard**”) and Wasatch Peaks Federal Credit Union (“**Wasatch Peaks**”), as follows:

PARTIES, JURISDICTION, AND VENUE

1. Liberty is a mutual benefit corporation with offices in Weber County, Utah.
2. Willard is a Utah limited liability company with a registered address of 416 North Washington Boulevard, Ogden, Utah 84404.
3. Arrowleaf is a Utah limited liability company with a registered address of 416 North Washington Boulevard, Ogden, Utah 84404.
4. Wasatch Peaks is a nonprofit Utah corporation with a registered address of 4723 Harrison Boulevard, Ogden, Utah 84403.
5. This Court has subject matter jurisdiction over this action pursuant to Utah Code § 78A-5-102(1) because this is a civil matter regarding real property situated in this state.
6. This Court has personal jurisdiction over Counterclaim Defendant and Third-Party Defendants pursuant to Utah Code § 78B-3-205(4) because Counterclaim Defendant and Third-Party Defendants each have sufficient minimal contacts with the state.
7. Venue is proper in this Court pursuant to Utah Code § 78B-3-301(1)(b) because this action involves the determination of right or interest in real property situated in Weber County, Utah.
8. This counterclaim is a Tier 2 counterclaim pursuant to the Utah Rules of Civil

Procedure because it seeks declaratory relief and damages of less than \$300,000.

GENERAL ALLEGATIONS

The Bailey Property

9. Liberty incorporates by reference the foregoing paragraphs as if fully set forth herein.

10. This action concerns real property in Weber County identified as Parcel Nos. 22-008-0084 and 22-008-0067 (“**Bailey Property**”).

11. More particularly, the Bailey Property has the following legal description:

The South 60 rods of the Southeast Quarter of the Northwest Quarter; the Southwest quarter of the Northeast Quarter, and the Northwest Quarter of the Southeast Quarter of Section 18, Township 7 North, Range 1 East of the Sale Lake Meridian, U.S. Survey, except the South 879.8 feet of the Northwest Quarter of the Southeast Quarter of said section. The East 196 feet of the South 310 feet of the North 440.2 feet of the Northwest Quarter of the Southeast Quarter of Said Section; and

Being a part of the east half of Section 18, Township 7 North, Range 1 East, Salt Lake Base and Meridian, said point being South 89°02'18" East 1309.29 feet and south 24.73 feet from the center of said Section 18; also historically known as: beginning at a rebar found at the Northwestern Corner of said Parcel One, said point being South 89°02'18" East 1309.29 feet (Weber County state plane bearing) from the center of said Section 18; thence South 88°23'13" East 96.11 feet along the Northerly line of said Parcel One to the Westerly right-of-way of 2900 East, 60.00 feet in width and the beginning of a curve concave Easterly having a radius of 530.07 feet, a radial line to said curve bears North 69°14'47" West; thence Southerly 106.83 feet along said curved right-of-way through a central angle of 11°35'52"; thence North 89°46'47" West 69.91 feet; thence North 00°13'13" East 105 feet to the point of beginning. Less and excepting the following:

Part of the Southeast Quarter of Section 18, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point on the Section Line, said point being S00°11'09"W 102.84 feet from the center of said Section 18; thence S89°46'50"E 1128.31 feet; thence N00°21'22"E 71.85 feet; thence along a non-tangent curve turning to the right with a radius of 122.47

feet, an arc length of 84.01 feet, a delta angle of $39^{\circ}18'13''$, a chord bearing of $N19^{\circ}39'22''E$, and a chord length of 82.37 feet; thence along a reverse curve turning to the left with a radius of 137.58 feet, an arc length of 25.10 feet, a delta angle of $10^{\circ}27'05''$, a chord bearing of $S54^{\circ}16'17''E$, and a chord length of 25.06 feet; thence along a compound curve turning to the left with a radius of 97.47 feet, an arc length of 68.50 feet, a delta angle of $40^{\circ}15'57''$, a chord bearing of $S20^{\circ}05'41''W$, and a chord length of 67.10 feet; thence $S00^{\circ}21'22''W$ 301.87 feet; thence $N89^{\circ}46'50''W$ 1152.62 feet to the Quarter Section Line; thence $N00^{\circ}11'09''E$ along said Quarter Section Line, 230.00 feet to the point of beginning; and

Part of the North Half of Section 18, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point, said point being $N00^{\circ}30'29''E$ 674.25 feet and $S89^{\circ}29'31''E$ 1161.62 feet from the West Quarter Corner of said Section 18; thence $N00^{\circ}20'46''E$ 497.20 feet; thence $N84^{\circ}57'32''E$ 883.90 feet; thence $S00^{\circ}20'46''W$ 129.68 feet; thence $S89^{\circ}39'14''E$ 119.95 feet; thence $N70^{\circ}45'06''E$ 202.63 feet; thence along a non-tangent curve turning to the left with a radius of 184.41 feet, an arc length of 25.08 feet, a delta angle of $07^{\circ}47'29''$, a chord bearing of $S15^{\circ}21'09''E$, and a chord length of 25.06 feet; thence $S70^{\circ}45'06''W$ 205.25 feet; thence $N89^{\circ}39'14''W$ 124.26 feet; thence $S00^{\circ}20'46''W$ 342.52 feet; thence $S84^{\circ}57'32''W$ 883.90 feet to the point of beginning.

12. On or about March 24, 1981, the Bailey Property was vested in the Lysle Bailey Investment Company by Quit Claim Deed, which was recorded on June 2, 1981, as entry number 837026, Book 1382, Page 1754, in the official records of the Weber County Recorder.

The Infrastructure Agreement

13. In or about 1981, Liberty decided it needed additional water storage capacity to meet its shareholders' needs.

14. The additional storage capacity consisted of a storage tank ("**Tank**"), pipes to drain excess storage from the Tank ("**Drain Lines**"), and pipes to convey the water from the Tank to Liberty's existing water distribution system ("**Pipelines**") (collectively, "**the Infrastructure**").

15. In or about the years 1982-1984, Liberty purchased an interest in the Bailey

Property from William “Lysle” Bailey, who acted on behalf of the Lysle Bailey Investment Company (“**Infrastructure Agreement**”).

16. Under the terms of the Infrastructure Agreement, Liberty purchased the following interests:

- a. fee simple title to a half-acre of the Bailey Property for the installation and location of the Tank (“**Tank Property**”);
- b. a permanent easement for the installation, maintenance, and operation of the Drain Lines and Pipelines (“**Pipeline Easement**”); and
- c. a permanent easement to construct and use a dirt road (“**Access Road**”) across the Bailey Property for ingress and egress to access, maintain, and operate the Infrastructure (“**Access Easement**”).

17. In return for the Infrastructure Agreement, Liberty provided to Lysle Bailey three domestic water connections to the Liberty water system, representing three shares in Liberty.

18. Liberty employed an attorney to assist with the Infrastructure Agreement. Upon Liberty’s information and belief, the attorney prepared a writing memorializing the agreement, but it has not been located in the records of the Weber County Recorder.

19. Pursuant to Infrastructure Agreement, between 1982-1984, Liberty constructed the Infrastructure, as well as the Access Road, within the boundaries of the Bailey Property.

20. During construction of the Infrastructure, the boundaries of the Tank Property were marked with fence posts at each of the four corners of the Tank Property.

21. From the time of construction until present, Liberty has regularly entered the Bailey Property using the Access Road to operate, maintain, and inspect the Infrastructure.

Willard and Arrowleaf Acquisition and Development

22. On or about May 19, 2022, Willard acquired the Bailey Property by Warranty Deed.
23. On or about July 21, 2022, Willard conveyed the Bailey Property by Warranty Deed to Arrowleaf.
24. On or about September 30, 2022, Arrowleaf executed a Construction Deed of Trust in favor of Wasatch Peaks, which now holds a beneficial interest in the Bailey Property.
25. Willard and Arrowleaf are limited liability companies run by the same principals, David Chugg and Jeffrey Beckstead.
26. Arrowleaf, through counsel, has acknowledged that Liberty owns and installed the Infrastructure but has disputed that Liberty has fee or easement interests in the Bailey Property for the operation of, maintenance of, or access to the Infrastructure.
27. Arrowleaf disputes the extent of Liberty's rights to possess, access, or use the Access Easement, Pipeline Easement, or Tank Property.
28. Upon information and belief, in or around June 2022, Willard and/or Arrowleaf hired a third-party, which operated as Willard's and/or Arrowleaf's agent (the "**Agent**"), to construct a new road on the Bailey Property.
29. Upon information and belief, neither Willard nor Arrowleaf applied for or acquired the necessary building, engineering, or land use permits or approvals required by Weber County to construct the new road.
30. Upon information and belief, Willard and Arrowleaf knew that the Infrastructure was located on the Property and could reasonably foresee that the unpermitted, unapproved work on the Property could cause damage to Liberty's Infrastructure.
31. During the excavation and construction of the new road, the Agent excavated

portions of the Drain Lines located within the Pipeline Easement and/or Tank Property.

32. The Agent proceeded to remove and relocate the Drain Lines without written or other authorization from Liberty.

33. The removal and relocation of the Drain Lines did not conform with the standards created and enforced by the Utah Division of Drinking Water; specifically, the Agent removed protective screens from the ends of the Drain Lines and moved the Drain Lines to a location that did not have sufficient outfall distance or the appropriate grading for proper water movement and erosion control.

34. Upon information and belief, the road construction and associated earthwork buried portions of Liberty's Infrastructure with an estimated 20 to 30 feet of material, inhibiting Liberty's ability to operate, maintain, repair, or replace parts of the Infrastructure.

FIRST CAUSE OF ACTION

Quiet Title/Declaratory Relief – Enforcement of Oral Agreement followed by Performance – Against Arrowleaf and Wasatch Peaks

35. Liberty realleges and incorporates by reference the foregoing paragraphs as if fully stated herein.

36. Under Utah Code § 78B-6-401(1), this Court “has the power to issue declaratory judgments determining the rights, status, and other legal relations within its respective jurisdiction.”

37. Under Utah Code § 78B-6-406, this Court may grant “further relief based on a declaratory judgment...whenever necessary or proper.”

38. Under Utah Code § 78B-6-1301, “[a] person may bring an action against another person to determine rights, interests, or claims to or in personal or real property.”

39. To the extent no written agreement contemporaneously memorializes the

Infrastructure Agreement, the Infrastructure Agreement constituted an oral agreement supported by consideration and performance.

40. Liberty has undertaken full performance of its obligations under the Infrastructure Agreement, including the payment of consideration; the design, construction, and maintenance of significant improvements on the Bailey Property; and use and occupation of the Bailey Property based on Liberty's intended use and the purpose of the Infrastructure Agreement.

41. Liberty's interest in the Bailey Property predates Arrowleaf's and Wasatch Peaks' interests in the Bailey Property.

42. Upon Liberty's information and belief, Arrowleaf and Wasatch Peaks had constructive and/or actual notice of Liberty's interests in the Bailey Property.

43. The Court should enter an order quieting title in Liberty to the Tank Property, the Pipeline Easement, and the Access Easement and declaring that (a) Liberty has fee title to the Tank Property under the Infrastructure Agreement, free and clear of any right, title, or interest claimed by Arrowleaf or Wasatch Peaks (or, in the alternative, a permanent easement burdening the Tank Property to operate, maintain, access, and engage in other reasonably foreseeable uses related to the Infrastructure), (b) Liberty has permanent easements in the form of the Pipeline Easement and the Access Easement to operate, maintain, access, and engage in other reasonably foreseeable uses related to the Infrastructure, and (c) neither Arrowleaf nor Wasatch Peaks, nor anyone claiming by, under, or through Arrowleaf or Wasatch Peaks, may trespass upon the Infrastructure or Tank Property, or burden or interfere with the Pipeline Easement or Access Easement.

SECOND CAUSE OF ACTION

In the Alternative, Quiet Title/Declaratory Relief – Easement by Estoppel – Against Arrowleaf and Wasatch Peaks

44. Liberty realleges and incorporates by reference the foregoing paragraphs as if fully

restated herein.

45. Lysle Bailey and/or the Lysle Bailey Investment Company permitted Liberty to construct the Infrastructure and Access Road on the Bailey Property, and Liberty relied upon that permission.

46. Liberty's Infrastructure is part of a larger water distribution system that provides domestic, culinary water to its shareholders.

47. Liberty paid for and installed the Infrastructure in anticipation of growing water demand within Liberty's service area.

48. It was reasonable for Lysle Bailey and/or the Lysle Bailey Investment Company to foresee that Liberty would substantially change its position while believing that the permission to install and operate the Infrastructure on the Bailey Property would not be revoked.

49. Liberty substantially changed its position by undertaking the substantial cost to design and construct the Infrastructure, and to construct and maintain the Access Road to maintain and operate the Infrastructure.

50. Without an easement, Liberty and the community it serves will suffer substantial injustice by losing access to and operation of a critical piece of its water distribution system, which could jeopardize the health and welfare of local residents.

51. The Court should enter an order under the doctrine of easement by estoppel quieting title in Liberty to the Tank Property, the Pipeline Easement, and the Access Easement and declaring that (a) Liberty has a permanent easement in the area of the Tank Property to operate, maintain, access, and engage in other reasonably foreseeable uses related to the Infrastructure, (2) Liberty has permanent easements in the form of the Pipeline Easement and the Access Easement to operate, maintain, access, and engage in other reasonably foreseeable uses related to the

Infrastructure, and (3) neither Arrowleaf nor Wasatch Peaks, nor anyone claiming by, under, or through Arrowleaf or Wasatch Peaks, may burden or interfere with the foregoing easements.

THIRD CAUSE OF ACTION

In the Alternative, Quiet Title/Declaratory Relief – Easement by Prescription – Against Arrowleaf and Wasatch Peaks

52. Liberty realleges and incorporates by reference the foregoing paragraphs as if fully restated herein.

53. Liberty has used the Bailey Property for the operation of, inspection of, maintenance of, and access to the Infrastructure for more than twenty years.

54. Upon information and belief, Liberty has traversed the Bailey Property and occupied and utilized the Bailey Property continuously, openly, notoriously, and adversely to any claim of right by the owner of the Bailey Property for more than twenty years.

55. Liberty has a prescriptive easement in the area of the Tank Property to operate, maintain, access, and engage in other reasonably foreseeable uses related to the Infrastructure.

56. Liberty has prescriptive easements in the form of the Pipeline Easement and the Access Easement to operate, maintain, access, and engage in other reasonably foreseeable uses related to the Infrastructure.

57. The Court should enter an order quieting title in Liberty to the foregoing prescriptive easements and should further declare that (a) Liberty's officers, agents, employees, and contractors can traverse the Bailey Property using the Access Easement to access the Infrastructure, (b) the prescriptive easements permit Liberty to maintain its Infrastructure on the Bailey Property and engage in other reasonably foreseeable uses related to the Infrastructure, and (c) neither Arrowleaf nor Wasatch Peaks, nor anyone claiming by, under, or through Arrowleaf or Wasatch Peaks, may burden or interfere with the foregoing prescriptive easements.

FOURTH CAUSE OF ACTION

***In the Alternative, Boundary by Acquiescence and Easement by Necessity –
Against Arrowleaf and Wasatch Peaks***

58. Liberty realleges and incorporates by reference the foregoing paragraphs as if fully restated herein.

59. The corner posts on the Tank Property served as monuments marking a visible line or boundary for the Tank Property.

60. Liberty openly occupied the Tank Property up to the visible line by installing the storage tank and regularly using the parcel for access, operation, inspection, and repair of its Infrastructure; such use provided a reasonable landowner notice that Liberty is using the line as a boundary.

61. Arrowleaf's and Willard's predecessor in interest acquiesced to the boundary, manifested by their silence or passive assent, for more than 20 years.

62. Liberty occupied the Tank Property using the marked corner posts for more than 20 years.

63. Upon establishing the elements of boundary by acquiescence, title in the Tank Property vested in Liberty by operation of law, unity of title was lost, and the Tank Property was severed from the Bailey Property.

64. Upon this severance, an easement by necessity arose for the Access and Pipeline Easements, which were reasonably necessary for access to, the operation of, and maintenance of, the Infrastructure.

65. Liberty is entitled to an order from this Court declaring that the historical location of the corner posts marks the boundaries of the Tank Property and quieting title in that property in Liberty, against all other claimants, including Arrowleaf, Willard, and Wasatch Peaks.

66. The Court should also enter an order quieting title in Liberty to an easement by necessity permitting Liberty to maintain its Infrastructure on the Bailey Property and engage in other reasonably foreseeable uses related to the Infrastructure, and further declaring that neither Arrowleaf nor Wasatch Peaks, nor anyone claiming by, under, or through Arrowleaf or Wasatch Peaks, may burden or interfere with the foregoing easements.

FIFTH CAUSE OF ACTION

Negligence and Negligence Per Se - Against Willard and Arrowleaf

67. Liberty realleges and incorporates by reference the foregoing paragraphs as if fully restated herein.

68. Willard and/or Arrowleaf had a duty to carry out construction and development efforts on the Bailey Property in a manner that avoided harm to other property interests.

69. Willard and/or Arrowleaf had a duty to submit their development plans to the appropriate Weber County government agency and to obtain necessary building permits before carrying out construction and development efforts.

70. Willard and/or Arrowleaf breached that duty by failing to exercise reasonable care in their construction efforts, knowing of Liberty's Infrastructure and claimed interests in the Bailey Property; failing to acquire the necessary permits and approvals from Weber County prior to construction; failing to properly notify Liberty of Willard and/or Arrowleaf's planned actions; failing to obtain Liberty's permission to modify Liberty's Infrastructure; and disturbing and damaging Liberty's Infrastructure in a manner that did not comply with public health standards.

71. Willard's and/or Arrowleaf's actions caused damage to Liberty's Infrastructure and property interests.

72. Liberty has been damaged by Willard's and/or Arrowleaf's actions in an amount to be proven at trial.

SIXTH CAUSE OF ACTION

Interference of a Water Facility in Violation of Utah Code § 73-1-14 - Against Willard and Arrowleaf

73. Liberty realleges and incorporates by reference the foregoing allegations as if fully restated herein.

74. Utah Code § 73-1-14(2)(a) prohibits a person from “knowingly mak[ing] a temporary or permanent connection to a water facility without (i) first obtaining the written consent of the owner or operator of the water facility; or (ii) having other lawful authority...”

75. Liberty's Infrastructure qualifies as a water facility under Utah Code § 73-1-14(1)(d) because it is a “facility used for the diversion, transportation, distribution, measurement, collection, containment, or storage of water, stormwater, wastewater, or sewage.”

76. Upon information and belief, Willard's and/or Arrowleaf's Agent purposefully cut, relocated, and reconnected the Liberty's Drain Lines, failed to replace the screens on the lines, did not provide proper outfall distance, and did not place the lines in an area with proper grading, leaving Liberty's water facility at risk of being contaminated by foreign substances.

77. Upon information and belief, the Agent knowingly made a temporary or permanent connection to Liberty's water facility by purposefully cutting, moving, and reconnecting Liberty's Drain Lines and placing the lines in a manner and location that was capable of introducing contaminants directly into Liberty's water facility.

78. Neither Willard, Arrowleaf, nor their Agent sought or obtained Liberty's written permission to alter Liberty's Drain Lines.

79. Willard and/or Arrowleaf are liable for their Agent's actions violating Utah Code § 73-1-14.

80. Liberty has been damaged by the actions of Willard and/or Arrowleaf and/or their Agent in an amount to be proven at trial.

SEVENTH CAUSE OF ACTION

Obstructing or Change of Water Facilities in Violation of Utah Code § 73-1-15 - Against Willard and Arrowleaf

81. Liberty realleges and incorporates by reference the foregoing allegations as if fully restated herein.

82. Under Utah Code § 73-1-15(1)(i), "when a person has a right-of-way of an established type or title for a water facility...it is unlawful for a person to place or maintain in place any obstruction...along, across, in or to the water facility...without first receiving written permission for the change or obstruction and providing gates sufficient for the passage of the owner of owners of the water facility.

83. Upon information and belief, Willard and/or Arrowleaf authorized the construction of a road across Liberty's Infrastructure and Tank Property.

84. Upon information and belief, Willard and/or Arrowleaf were aware of Liberty's easement interests in the Bailey property at the time they authorized the construction of the road.

85. Upon information and belief, the Agent constructed the road across Liberty's Infrastructure, under the authorization and as an agent of Willard and/or Arrowleaf.

86. The construction of this road obstructs Liberty's Infrastructure because it buried the lines so deep as to make them inaccessible, or extremely difficult to access, for maintenance, inspection, operation, repair, or replacement.

87. Neither Willard, Arrowleaf, nor their Agent obtained or sought written permission from Liberty to place this obstruction.

88. Liberty has been damaged by the actions of Willard and/or Arrowleaf and/or their Agent in an amount to be proven at trial.

EIGHTH CAUSE OF ACTION

Common Law and Statutory Trespass – Against Willard and Arrowleaf

89. Liberty realleges and incorporates by reference the foregoing allegations as if fully restated herein.

90. Under any or all of the first four causes of action, Liberty was in possession of the Tank Property and the associated easements in June 2022.

91. In June 2022, an authorized agent of Arrowleaf and/or Willard, entered Liberty's Tank Property and modified and moved Liberty's Drain Lines without authorization from Liberty.

92. Liberty will have to pay to repair the improper modifications made to its Infrastructure to ensure the public health and welfare of the community.

93. Liberty has been damaged by the actions of Willard and/or Arrowleaf and/or their Agent in an amount to be proven at trial.

NINTH CAUSE OF ACTION

Common Law and Statutory Nuisance – Against Willard and Arrowleaf

94. Liberty realleges and incorporates by reference the foregoing allegations as if fully restated herein.

95. Liberty has an easement on the Bailey Property for its Pipelines and Drain Lines and for ingress and egress to the Bailey Property for access to its Infrastructure.

96. Willard and/or Arrowleaf, or their authorized agent, obstructed Liberty's access to

its Pipelines by burying Liberty's Pipelines to a depth that made the Pipelines inaccessible.

97. In September 2022, Willard and/or Arrowleaf denied Liberty and its contractor access to the Bailey Property to conduct a survey of its Infrastructure.

98. Under Utah Code § 78B-6-1101 and -1102, these actions obstructed Liberty's free use of and lessened the quiet enjoyment of Liberty's easement and other property interests in the Bailey Property.

99. Liberty has been damaged by the actions of Willard and/or Arrowleaf and/or their Agent in an amount to be proven at trial.

WHEREFORE, Liberty demands judgment against Willard, Arrowleaf, and Wasatch Peaks and prays for the following relief:

- a. for the First, Second, Third, and Fourth Causes of Action, the entry of a declaratory judgment and/or quiet title order consistent with the relief requested in those causes action, and declaring that Liberty has not trespassed or encroached upon Arrowleaf's property;
- b. for the Fifth, Sixth, and Seventh Causes of Action, a judgment enjoining Willard, Arrowleaf, and/or their agents, employees, or contractors from interfering with or obstructing Liberty's water facilities and Infrastructure and ordering the payment of damages in an amount to be proven at trial;
- c. for the Eighth and Ninth Causes of Action, a judgment enjoining the Counterclaim Defendant from trespassing and encroaching on Liberty's property interests, enjoining the Counterclaim Defendant from interfering with or making modifications to Liberty's Infrastructure, ordering the Counterclaim and Third-Party Defendants to abate the work they have undertaken to modify Liberty's Drain

Lines and Pipelines, and damages in an amount to be proven at trial;

- d. punitive damages for the Counterclaim and Third-Party Defendants' willful and malicious conduct, and/or conduct that demonstrates a knowing and reckless disregard toward Liberty's rights, in amount sufficient to punish the Counterclaim and Third-Party Defendants and to deter others from similar conduct;
- e. attorneys' fees and costs in bringing this counterclaim, to the extent permitted by law;
- f. pre- and post-judgment interest as allowed by law; and
- g. such further and other legal or equitable relief as the Court deems just and property under the circumstances.

DATED November 22, 2022.

PARSONS BEHLE & LATIMER

/s/ Adam E. Weinacker

Adam E. Weinacker

Sean W. Robison

Attorneys for Defendants

CERTIFICATE OF SERVICE

I certify that on November 22, 2022, I caused to be filed with the Court's Greenfiling system a true and correct copy of the foregoing **ANSWER, COUNTERCLAIM, AND THIRD-PARTY COMPLAINT**, which sent notice of the filing to the following person(s):


John E. Keiter
Keiter Law, P.C.
1064 S. North County Blvd., Suite 350
Pleasant Grove, UT 84062
Attorney for Arrowleaf PUD, LLC

/s/ Adam E. Weinacker

Adam E. Weinacker

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J-U-B ENGINEERS, INC.

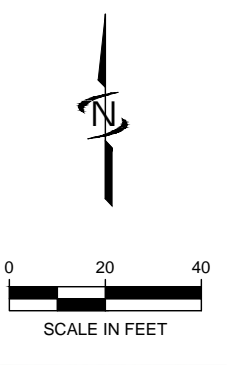
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SHEET NUMBER:

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