

**Ditch Piping License Agreement and
Grant of Easement and Right to Use Irrigation Pipes and Boxes**

THIS DITCH PIPING LICENSE AGREEMENT AND GRANT OF EASEMENT AND RIGHT TO USE IRRIGATION PIPES AND BOXES ("Agreement") is made and entered into this 27th day of June, 2017, by and between JF MEADOWBROOK, LLC, a Utah limited liability company ("Grantor"), and BIG DITCH IRRIGATION COMPANY, a Utah corporation ("Grantee").

Recitals

1. Grantor is the owner of certain real property described in Exhibit "A" attached hereto and incorporated herein by reference ("Subject Property").
2. An open ditch currently exists on the Subject Property (the "Existing Ditch"), and Grantee has certain easement rights related to the Existing Ditch (the "Existing Ditch Easement").
3. In connection with Grantor's development of the Subject Property, Grantor and Grantee agree and acknowledge that Grantor will be replacing the Existing Ditch with certain pipes and boxes constituting a water conveyance replacement system (collectively, the "Water Conveyance Replacement System"). The Water Conveyance Replacement System is more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.
4. In connection with the execution and recordation of this Agreement, Grantee shall (i) be granted digging access limited to a fifteen foot (15') wide easement, extending seven and one-half feet (7 1/2') from each side of the Water Conveyance Replacement System and running the length of said Water Conveyance Replacement System, and an additional two and one-half feet (2 1/2 ') from each side of the Water Conveyance Replacement System shall be granted and limited to equipment maneuvering, which easement is more particularly described in Exhibit "C" attached hereto and incorporated herein by reference (the "Easement Property"), and (ii) terminate, vacate, and release the Existing Ditch Easement.

NOW, THEREFORE, for and in consideration of the sum of Three Thousand and 00/100 Dollars (\$3,000.00) paid by Grantee to Grantor, the receipt and sufficiency of which Grantor hereby acknowledges, and Grantee agreeing to the terms and conditions set forth herein, Grantor agrees as follows:

1. Recitals. Each and all of the recitals is hereby incorporated herein by this reference.
2. Grant of Easement. Grantor and Grantee hereby grant, to each other, a non-exclusive reciprocal easement over, under, across and upon the Easement Property for the purpose of accessing and utilizing the Water Conveyance Replacement System, including complete and full access to the Water Conveyance Replacement System, located on the Easement Property (the "Easement").

3. Grantor's Duties. Grantor hereby agrees to the following:

- a. Grantor shall prevent Subject Property's storm drain water from directly, or indirectly, entering Grantee's existing ditches, and upon its completion, the Water Conveyance Replacement System that will replace the existing ditches.
- b. Grantor, and its successors in interest, shall indemnify Grantee from all (i) reasonably incurred legal costs; (ii) damages; and (iii) expenses incurred or created as a result of Grantor's, or successors, actions relating to the installation of the Water Conveyance Replacement System located on the Subject Property.
- c. Grantor, and its successors in interest, shall bear all costs to install, repair and/or replace any portion of the Water Conveyance Replacement System, including, but not limited to, costs to remove ditches and improvements located on top of the Existing Ditch Easement, the Easement Property and/or the Subject Property. Landscaping, such as, but not limited to, tree roots that penetrate the Water Conveyance Replacement System shall be removed by the Grantor.
- d. Grantor agrees to pay all O & M invoices within 10-business days of their respective invoice dates. Other outstanding monies validly owed to Grantee shall be lienable against the Subject Property if not paid within 90-business days of each invoice's respective date.
- e. Grantor retains the right to and hereby agrees to warrant the workmanship of the Water Conveyance Replacement System, including, but not limited to, replacement of all, or a portion, of the Water Conveyance Replacement System as those replacements are required.

4. Grantee's Rights. Grantee shall have the right to use all pipes, boxes and all appurtenances to the Water Conveyance Recovery System located within the Easement Property.

5. Grantee's Duties. Grantee hereby agrees to the following:

- a. Grantee shall: approve (i) the material list; (ii) installation methods; (iii) type of fill; and inspect (iv) the piping prior to covering said piping with dirt; and (v) any improvements related to the Water Conveyance Replacement System.
- b. Without limiting Grantee's rights to use the Easement as set forth in this Agreement, Grantee shall not unreasonably interfere with Grantor's Subject Property without Grantor's prior written consent, which consent shall not be unreasonably conditioned, withheld, or delayed. Grantor's written consent shall not be required in cases of reasonable emergencies where (i) Grantee must act in a timely manner to remedy the emergency using standard industry tools, methods, techniques and products, and (ii) waiting for written consent would be unreasonable given the nature of the emergency.

- c. Upon completion of the installation of the Water Reconveyance Water System, Grantee agrees by its execution hereof that the Existing Ditch Easement is automatically released, terminated, and vacated in its entirety and replaced with the Easement related to the Water Reconveyance Water System. Grantee shall cooperate in all commercially reasonable respects to effectuate this release, termination, and vacation of the Existing Ditch Easement if and when it is determined that additional documentation is or may be required to do so.
6. Legal Matters. Grantor, and its successors in interest, shall pay all reasonably incurred legal costs associated with enforcing this Agreement, including, but not limited to, Grantee's reasonable attorney's fees. All legal matters arising as a result of this Agreement shall be tried in the 4th District Court of Utah, located in Utah County, Utah.
7. Runs with the Land. This Agreement shall run with and be appurtenant to the Subject Property and the Easement Property and shall be binding upon the Grantor and Grantee and their respective successors in interests. Grantee's right to use the conveyance system shall be perpetual until canceled in writing by Grantee.
8. Recording. The Agreement shall be recorded as a separate easement on the Subject Property by the Grantor within 5-business days of Agreement execution with recorded copies returning to Grantee.
9. Platting. Notice of this Agreement shall appear on the Final Plat of and for the Subject Property giving notice of record of the Easement and right to use the Water Conveyance Replacement System.

[SIGNATURE PAGE TO FOLLOW]

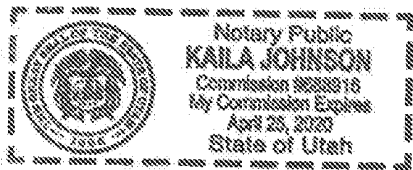
IN WITNESS WHEREOF, the parties hereto have executing this Agreement as of this 28 day of June, 2017.

GRANTOR
JF MEADOWBROOK, LLC
1148 W Legacy Crossing BLVD
Suite 400
Centerville, Utah 84014
By: [Signature]
Its: Manager

State of Utah)
 DAVIS) : ss.
County of Salt Lake)

On the 28th day of June, 2017, before me, the undersigned Notary Public, personally appeared Chad Bessinger of JF Meadowbrook, LLC, personally known to me, or approved to me on the basis of the satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that his signature on the instrument executed the instrument.

[Signature]
Notary Public



GRANTEE
BIG DITCH IRRIGATION COMPANY
135 S Mountain Way Drive
Orem, Utah 84058
By: [Signature]
Its: President

State of Utah)
) : ss.
County of Salt Lake)

On the 12 day of June, 2017, before me, the undersigned Notary Public, personally appeared President of Big Ditch Irrigation, personally known to me, or approved to me on the basis of the satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that his signature on the instrument executed the instrument.

[Signature]
Notary Public



Exhibit "A"

Grantor's Property Description

a. Tax Identification Numbers:

- 4.a.i. 16-31-378-009;
- 4.a.ii. 16-31-378-010; and
- 4.a.iii. 16-31-378-011

b. Parcel Numbers & Legal Descriptions:

- 4.b.i. 15364770280000
- 4.b.ii. BEG N 1487.84 FT & W 303.74 FT FR SE COR OF SEC 36, T 1S, R 1W, S L M;
N 1[^]12'52" E 185.25 FT M OR L; N 89[^]46'15" E 176.9 FT M OR L; S 4[^] W 186.64
FT M OR L; S 89[^]46'15" W 167.04 FT TO BEG. 0.74 AC M OR L. 5230-948 5719-
2985 5992-0162 6780-1546, 1540; and
- 4.b.iii. 15364770100000
- 4.b.iv. COM 2 RDS W & 40 FT S FR NE COR LOT 9 BLK 9 10 AC PLAT A
BIGFIELD SUR S 245 FT N 68[^]8' W 181.9 FT N 4[^] E 161.64 FT N 89[^]46'15" E
150.96 FT TO BEG 0.75 AC 5467-0223 5752-1694 6832-1593 7370-2357 7984-2185
8704-2914,2917 8704-2919 8715-8926 8821-5228 9546-4296 9574-1615 10135-
5982

Exhibit "B"

Water Conveyance Replacement System Description and Materials

(Description)

Materials:

The general layout of the piping project shall be 36" HDPE double wall pipe into a manhole access box with a 24" HDPE double wall pipe coming out with a clean out box half way and another clean out box at the as it exits the property. All lids to boxes shall be lockable with a master key for the 3 locks.

Exhibit "C"

Legal Description of Easement Property

A part of Block 9 Ten Acre Plat "A" Big Field Survey within the Southeast Quarter of Section 36, Township 1 South, Range 1 West and the Southwest Quarter of Section 31, Township 1 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the Southeast Corner of Grantor's Property at a point on the West Line of Main Street located 33.00 feet South 89°46'15" West along the Block Line, and 282.26 feet (285 feet record) South 1°12'52" West from the Northeast Corner of said Block 9; said point of beginning is also located 33.00 feet South 89°46'15" West along the Monument Line and 315.26 feet South 1°12'52" West from the Street Monument at the intersection of 3900 South Street and Main Street; and running thence North 68°08'00" West 19.36 feet along the Southerly Line of Grantor's Property; thence North 27°00'49" West 19.91 feet; thence North 68°26'47" West 159.44 feet; thence South 58°18'19" West 38.90 feet; thence North 89°55'57" West 117.02 feet to the West Line of Grantor's Property; thence North 1°12'52" East 134.55 feet along said West Line; thence South 88°47'08" East 10.00 feet; thence South 1°12'52" West 119.34 feet; thence South 89°55'57" East 102.45 feet; thence North 58°18'19" East 42.15 feet; thence South 68°26'47" East 172.63 feet; thence South 27°00'49" East 35.95 feet to the West Line of Main Street; thence South 1°12'52" West 4.79 feet along said West Line to the point of beginning.

Contains 6,476 sq. ft.