



ENT 47844:2017 PG 1 of 4
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2017 May 17 4:41 pm FEE 16.00 BY MA
 RECORDED FOR D R HORTON INC

When Recorded, Return to:
 D.R. Horton, Inc.
 12351 South Gateway Park Place, Suite D-100
 Draper, UT 84020
 Attention: Boyd K. Martin

EASEMENT AGREEMENT

For value received Stillman Road 1, LLC, a Utah limited liability company (“Grantor”), hereby grants to East Bench Canal Company and its successors and assigns (collectively, referred to herein as “Grantee”), a perpetual easement and right-of-way (the “Easement”) on, over, under and through that certain parcel of real property owned by Grantor located in Utah County, State of Utah, which is more particularly described as follows and which is depicted on Exhibit A attached hereto and by this reference made a part hereof (the “Easement Area”):

A portion of the Southwest 1/4 Section 16, Township 8 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S0°03’01”E along the 1/4 section line 2727.30 feet and West 516.38 feet from the North 1/4 Corner of Section 16, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence along the arc of a 317.00 foot radius non-tangent curve (radius bears: N37°41’23”W) to the right 83.86 feet through a central angle of 15°09’28” (chord: S59°53’21”W 83.62 feet); thence S67°28’04”W 140.78 feet; thence along the arc of a 383.00 foot radius curve to the left 66.66 feet through a central angle of 9°58’21” (chord: S62°28’54”W 66.58 feet); thence S87°14’53”W 19.42 feet; thence along the arc of a 393.00 foot radius non-tangent curve (radius bears: S34°57’49”E) to the right 85.27 feet through a central angle of 12°25’53” (chord: N61°15’08”E 85.10 feet); thence N67°28’04”E 140.78 feet; thence along the arc of a 307.00 foot radius curve to the left 80.53 feet through a central angle of 15°01’46” (chord: N59°57’11”E 80.30 feet); thence S41°37’12”E 10.02 feet to the point of beginning.

Within the Easement Area, Grantee shall have the right to construct, install, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes, watering gates and other transmission and distribution structures and facilities (referred to herein as the “Facilities”), for the transmission of irrigation water, as part of the Grantee’s irrigation water transmission and distribution system.

In addition to the perpetual Easement within the Easement Area granted by Grantor to Grantee, Grantor also hereby grants to Grantee and to D.R. Horton, Inc., a Delaware corporation (“Horton”), a construction easement on, over, under and through the Easement Area and the real property that is contiguous to and that extends perpendicular for 20 feet from both sides of the

Easement Area for the entire length of the Easement Area (the “Construction Easement”). Grantee and Horton shall have the right to utilize the Construction Easement for access to the Easement Area during all times of the initial construction of the Facilities within the Easement Area, together with any subsequent activities by the Grantee to maintain, operate, repair, inspect, remove and replace the Facilities.

Grantor shall not construct any fences or other improvements within the Easement Area without the prior written consent of Grantee.

The duration of the Easement and the Construction Easement granted by Grantor to Grantee pursuant to this Easement Agreement shall be perpetual. The Construction Easement granted to Horton by Grantor shall expire on December 31, 2017. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

Dated this 9th day of May, 2017.

STILLMAN ROAD 1, LLC,
a Utah limited liability company

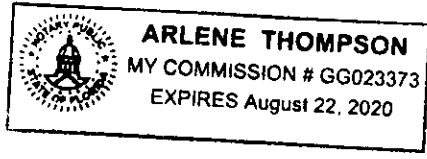
By: [Signature]
Title: _____

STATE OF ^{ARIZONA} ~~UTAH~~)
: ss.
COUNTY OF ST. JAMES)

The foregoing instrument was acknowledged before me this 9 day of May, 2017, by MATTHEW G. HANSEN, in such person’s capacity as the MANAGER of Stillman Road 1, LLC, a Utah limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: Ponte Vedra Beach, FL

My Commission Expires:
08/22/2020



**EXHIBIT A
TO
EASEMENT AGREEMENT**

Map Depicting the Approximate Location of the Easement Area

