



ENT 47847:2017 PG 1 of 3
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2017 May 17 4:43 pm FEE 14.00 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 the City of Mapleton 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 Northwest 1/4 and 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 2439.36 feet and West 513.03 feet from the North 1/4 Corner of Section 16, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S46°48’23”W 152.24 feet; thence along the arc of a 593.00 foot radius curve to the right 33.67 feet through a central angle of 3°15’13” (chord: S48°25’59”W 33.67 feet); thence along the arc of a 1007.00 foot radius non-tangent curve (radius bears: N55°28’17”E) to the left 124.64 feet through a central angle of 7°05’29” (chord: S38°04’27”E 124.56 feet); thence S41°37’12”E 147.58 feet; thence S46°43’53”W 21.82 feet; thence N39°09’12”W 215.26 feet; thence N34°49’31”W 70.68 feet; thence N46°55’01”E 201.09 feet; thence S28°09’34”E 14.09 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 and other transmission and distribution structures and facilities (referred to herein as the “Facilities”) for the transmission of water, as part of Grantee’s municipal water 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

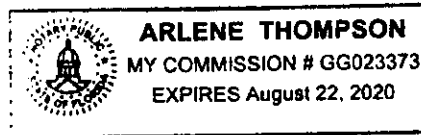
By: [Signature]
Title: MANAGER

FLANCON
STATE OF ~~UTAH~~)
: ss.
COUNTY OF ST JEWES)

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

[Signature]
NOTARY PUBLIC
Residing at: Porte Vedra Bch, FL 32082

My Commission Expires:
08/22/2020



**EXHIBIT A
TO
EASEMENT AGREEMENT**

Map Depicting the Approximate Location of the Easement Area

