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Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED, PLEASE MAIL TO:

Parsons Behle & Latimer
201 South Main Street, Suite 1800
Salt Lake City, UT 84111
Attention: Craig B. Terry

**EASEMENT
(Irrigation Water Pipeline)**

D.R. HORTON, INC., a Delaware corporation (“Grantor”), hereby grants and conveys to the shareholders of the WELBY JACOB WATER USERS COMPANY who divert water at Weir No. 220 as a point of diversion from the Welby Jacob Canal (collectively “Grantee”) an easement as described below.

In consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys unto Grantee, its successors and assigns, a nonexclusive easement (the “**Easement**”) to install, construct, lay, maintain, operate, repair, inspect, protect, remove, replace, and convey water through a new underground irrigation water pipeline (hereinafter the “**New Pipeline**”) over, across and through a strip of land located in Salt Lake County, State of Utah (the “**Easement Area**”), more particularly described on the attached Exhibit A, which is incorporated herein by this reference.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as the New Pipeline shall be maintained, with the right of ingress and egress within the Easement Area to maintain, operate, repair, inspect, protect, remove and replace the New Pipeline. A depiction of the Easement Area is shown on Exhibit B, attached hereto and incorporated by this reference.

The Easement is created for the purpose of enabling Grantor, at Grantor’s sole cost and expense, to relocate an existing underground irrigation pipeline (the “**Old Pipeline**”) located on Grantor’s property that, according to Grantee, has been utilized by Grantee for over 20 years. In consideration for Grantee relinquishing and extinguishing its easement for the Old Pipeline, Grantor grants to Grantee this Easement, and Grantor has agreed to construct, install and complete within the Easement Area the New Pipeline having the same diameter and capacity as the Old Pipeline and being constructed with building materials reasonably acceptable to Grantee. Grantor hereby agrees to construct, install and complete the New Pipeline, at its sole expense. Continuing until Grantor ceases active construction activities within the Rushton Meadow Townhomes development (the “**Warranty Period**”), Grantor shall repair any damage to the New Pipeline as a result of construction defects or for any reason resulting from Grantor’s use of the Easement Area or the land adjacent to the Easement Area. Following the Warranty Period, Grantee shall thereafter be responsible to maintain, repair and replace as needed the New Pipeline.

Grantee shall, at Grantee's sole cost and expense, promptly replace and repair and return to their prior condition any surface improvements disturbed during the course of Grantee's use, repair, maintenance or replacement or construction of the New Pipeline or in the exercise of any of Grantee's rights hereunder.

Grantor reserves and retains the right for Grantor to use the Easement Area and the right for Grantor to grant nonexclusive easements, rights of way and other use rights to other persons and/or entities to use the Easement Area, provided such use does not unreasonably interfere with the New Pipeline or any other rights granted to Grantee hereunder. Nothing herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed pavement, landscaping or other improvements over and across said Easement Area that do not unreasonably interfere with: (a) the New Pipeline or (b) any other rights granted to Grantee hereunder.

Grantor hereby reserves and retains the right, for good cause, to move and relocate the new Pipeline, the Easement and the Easement Area, so long as such relocation does not unreasonably interfere with the service provided by the New Pipeline. The location of the relocated New Pipeline must be approved by Grantee, which approval shall not be unreasonably withheld, conditioned or delayed. Upon Grantor's request, if Grantor provides a substitute easement in the form of this instrument to accommodate any such relocation, Grantee agrees to the relocation of the New Pipeline to any such relocated Easement and Easement Area, at Grantor's sole cost and expense. Upon relocation, this Easement shall be extinguished and terminated upon the execution and recording by Grantor of a substitute easement.

If Grantor or Grantee shall bring any action for any relief against the other arising out of this Easement, the non-prevailing party shall pay the prevailing party a reasonable sum for attorneys' fees and costs of litigation, which shall be paid whether or not such action is prosecuted to judgment.

This Easement shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Easement on the date referenced above.

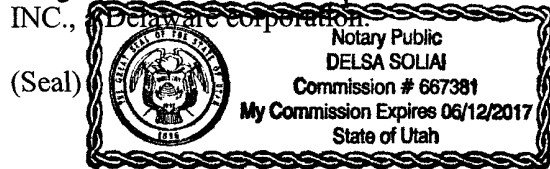
GRANTOR:

D.R. HORTON, INC., a Delaware corporation

By: [Signature]
Name: Jonathan S. Thornley
Title: Division CFO

STATE OF UTAH)
) : ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 28th day of ~~January~~ March, 2014, by Jonathan S. Thornley, the Division CFO of D.R. HORTON, INC., a Delaware corporation.



Delisa Soliai
Notary Public
Residing at: Utah Canyon

My Commission Expires: 06/12/2017

EXHIBIT A

(Legal Description of Easement Area)

That certain parcel of real property located in Salt Lake County, Utah more particular described as follows:

Irrigation Easement – Rushton Townhomes

Beginning at a point on the Westerly Right-of-Way Line of Bangerter Highway, said point also being South 00°02'06" East 797.23 feet and West 149.54 feet from the Center of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 00°06'24" West 19.58 feet along the Westerly Right-of-Way Line of said Bangerter Highway;

thence North 30°36'45" West 27.92 feet;

thence South 89°59'25" West 109.98 feet;

thence South 65°19'28" West 63.96 feet;

thence North 89°38'42" West 362.65 feet;

thence South 77°41'22" West 87.37 feet to the Westerly Boundary Line of the Welby-

Jacobs Canal;

thence North 14°00'43" West 10.00 feet along the Westerly Boundary Line of said

Welby-Jacobs Canal;

thence North 77°41'22" East 88.77 feet;

thence South 89°38'42" East 361.54 feet;

thence North 65°19'28" East 63.93 feet;

thence North 89°59'25" East 117.87 feet;

thence South 30°36'45" East 16.80 feet to the point of beginning.

Contains 6,504 Square Feet or 0.149 Acres

EXHIBIT B

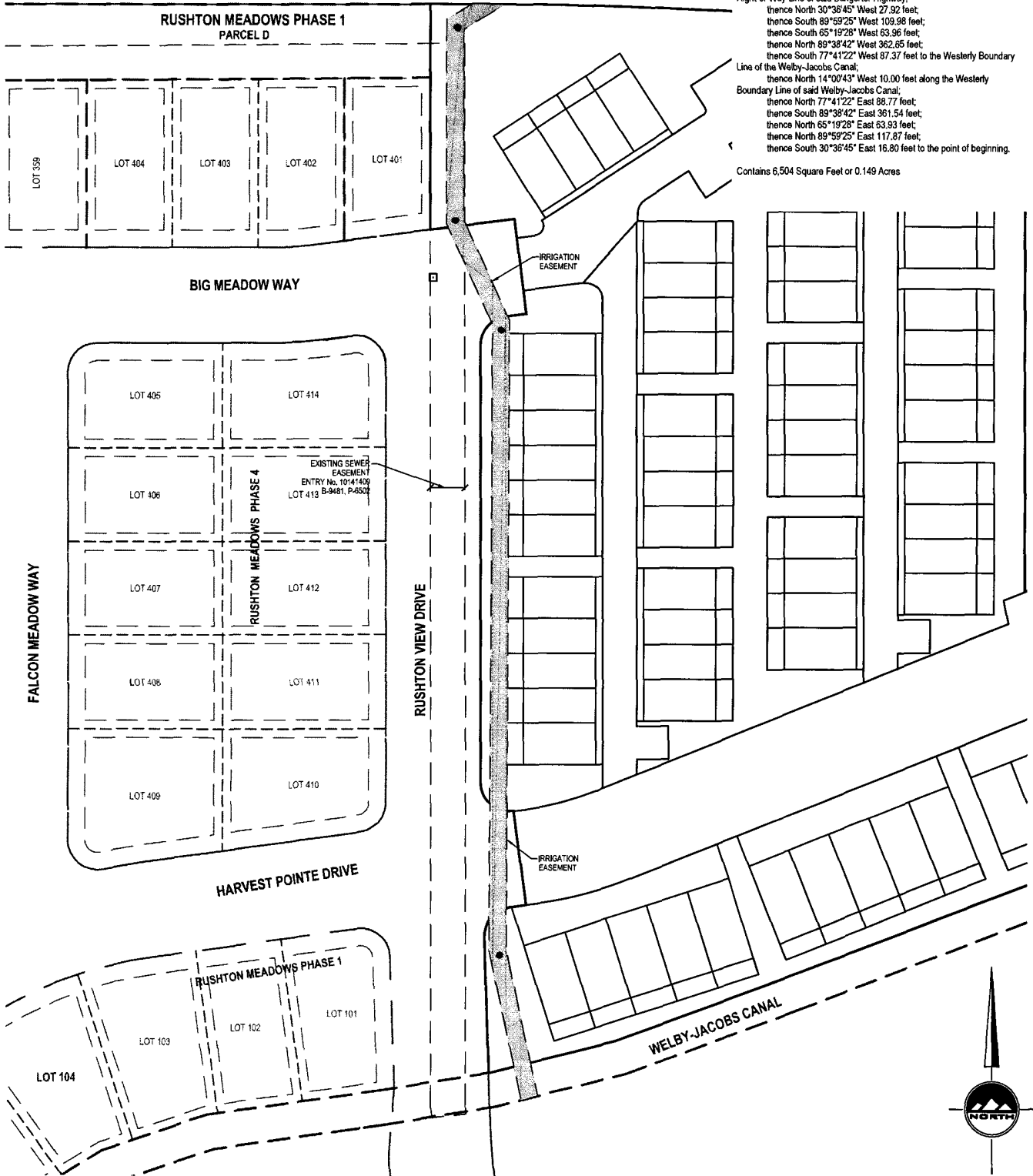
(Depiction of Easement Area)

See Attached Drawing

Irrigation Easement - Rushton Townhomes
 Beginning at a point on the Westerly Right-of-Way Line of Bangarter Highway, said point also being South 00°02'06" East 797.23 feet and West 149.54 feet from the Center of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 00°06'24" West 19.53 feet along the Westerly Right-of-Way Line of said Bangarter Highway;
 thence North 30°36'45" West 27.92 feet;
 thence South 89°59'25" West 109.98 feet;
 thence South 65°19'28" West 63.96 feet;
 thence North 89°38'42" West 362.65 feet;
 thence South 77°41'22" West 87.37 feet to the Westerly Boundary Line of the Welby-Jacobs Canal;
 thence North 14°00'43" West 10.00 feet along the Westerly Boundary Line of said Welby-Jacobs Canal;
 thence North 77°41'22" East 88.77 feet;
 thence South 89°38'42" East 361.54 feet;
 thence North 65°19'28" East 53.93 feet;
 thence North 89°59'25" East 117.87 feet;
 thence South 30°36'45" East 16.80 feet to the point of beginning.

Contains 6,504 Square Feet or 0.149 Acres



PROJECT# 5884 DATE 3/3/14 1 OF 1 FILE: P:\DIS\IRR EASE	RUSHTON MEADOWS TOWNHOMES PHASE 1 10830 SOUTH 3700 WEST SOUTH JORDAN, UTAH IRRIGATION EASEMENT EXHIBIT	FOR: DR HORTON 12351 GATEWAY PARK PLACE DRAPER, UTAH 84020	45 W. 10000 S. Ste 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449 www.ensigneng.com	
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