

IRRIGATION EASEMENT AND MAINTENANCE AGREEMENT

This Irrigation Easement and Maintenance Agreement (this "**Agreement**") is made and entered into effective November 1, 2020 by and between **Archie B. Cox and Sylvia S. Cox as Trustees of the Sylvia and Archie Cox Trust dated August 9, 2011**, (collectively, the "**Cox**"); **Thaxton Acres Irrigation, LLC ("LLC")** and neighborhood property owners, as listed below, ("**Property Owners**"). The Cox, LLC and Property Owners are collectively referred to herein as the "**Parties**."

WHEREAS, the Cox own and reside on property located at 11092 S.2865 W., South Jordan, Utah 84095 (Parcel No. 27211760270000) (the "**Cox Property**"). In conjunction with this occupancy, the Cox have permitted Property Owners, to use the South and West portion of the Cox Property ("**Easement**"), as defined within, for the benefit of Property Owners to access the building on the Northwest portion of the Cox Property ("**Pump House**") for irrigation water to the Cox Property and all other Property Owners. The Cox Property has also been accessed for the maintenance and upkeep of the Pump House and all equipment for the disbursement of irrigation water to the Parties.

WHEREAS, Mary Jane Latshaw, Bruce Moffat and Rebecca Jane Moffat, as Trustees in Trust for and on behalf of the Latshaw Moffat Trust dated 28th day of January 2005, own the property located adjacent and West of the Cox Property at 11152 S. Belmont Hills PL, South Jordan, Utah 84095 (Parcel No. 27211020010000)(the "**Latshaw Moffat Property**").

WHEREAS, Dennis H. Smith and Cathy B. Smith own property South of the Cox Property at 11106 S. 2865 W., South Jordan, Utah 84095 (Parcel No. 27211760280000) (the "**Smith Property**").

WHEREAS, Ken Loder and Julie Loder own property South of the Cox Property at 11126 S. 2865 W., South Jordan, Utah 84095 (Parcel No. 27211760030000) (the "**Loder Property**").

WHEREAS, Lynn D. Gessel and Victoria L Gessel own property South of the Cox Property at 11140 S. 2865 W., South Jordan, Utah 84095 (Parcel No. 27211760040000) (the "**Gessel Property**").

WHEREAS, Carol H. Jackman, as Trustee of the Dean N. & Carol H. Jackman Family Trust dated June 30, 1993, As Amended, own property South of the Cox Property at 11158 S. 2865 W., South Jordan, Utah 84095 (Parcel No. 27211760050000) (the "**Jackman Property**").

WHEREAS, John W. Stewart, Jr. owns property South of the Cox Property at 11172 S. 2865 W. South Jordan, Utah 84095 (Parcel No. 27211760060000) (the "**Stewart Property**").

WHEREAS, Jason D. Stokes and Suzanne M. Stokes, as joint tenants, own property South of the Cox Property at 11186 S. 2865 W., South Jordan, Utah 84095 (Parcel No. 27211760070000) (the "**JS Stokes Property**").

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12/17/2020 10:21 AM #54-00
Book - 11082 Pg - 3119-3145
RASHELLE HOBBS
REORDER, SALT LAKE COUNTY, UTAH
TERRY FLINT
11095 S 2865 W
SOUTH JORDAN UT 84095
BY: PSA, DEPUTY - W1 27 P.

WHEREAS, Dione L. Flint, Trustee of the Dione L. Flint Family Living Trust, dated February 7, 2008, and any amendments thereto, own property East of the Cox Property at 11095 S. 2865 W., South Jordan, Utah 84095 (Parcel No. 27211770010000) (the "Flint Property").

WHEREAS, Dale D. Stokes and Karen B. Stokes, as joint tenants, own property South East of the Cox Property at 11113 S. 2865 W., South Jordan, Utah 84095 (Parcel No. 27211770020000) (the "DK Stokes Property").

WHEREAS, Aleen M. Spencer, Trustee of The Aleen M. Spencer Family Trust, dated 25th of October, 2018, owns property South East of the Cox Property at 11131 S. 2865 W., South Jordan, Utah 84095 (Parcel No. 27211770030000) (the "Spencer Property").

WHEREAS, Jon Bowen and Amanda J. Bowen, as joint tenants, own property South East of the Cox Property at 11149 S. 2865 W., South Jordan, Utah 84095 (Parcel No. 27211770040000) (the "Bowen Property").

WHEREAS, Frank T. Perkins and Janet N. Perkins, as joint tenants, own property South East of the Cox Property at 11167 S. 2865 W., South Jordan, Utah 84095 (Parcel No. 27211770050000) (the "Perkins Property").

WHEREAS, Richard L. Bills owns property South East of the Cox Property at 11187 S. 2865 W., South Jordan, Utah 84095 (Parcel No. 27211770060000) (the "Bills Property").

WHEREAS, Gary L. Oviatt and Kelly Oviatt, as joint tenants own property East of the Cox Property at 11076 S. 2700 W., South Jordan, Utah 84095 (Parcel No. 27211770240000) (the "Oviatt 1 Property").

WHEREAS, Gary L. Oviatt and Kelly Oviatt, as joint tenants own property East of the Cox Property at 11094 S. 2700 W., South Jordan, Utah 84095 (Parcel No. 27211770250000) (the "Oviatt 2 Property").

WHEREAS, Robert Lee Champion and Linda Penrod Champion, as joint tenants own property South East of the Cox Property at 11100 S. 2700 W., South Jordan, Utah 84095 (Parcel No. 27211770260000) (the "Champion Property").

WHEREAS, Richard A. Clary and Tammy L. Clary, as joint tenants own property South East of the Cox Property at 11130 S. 2700 W., South Jordan, Utah 84095 (Parcel No. 27211770270000) (the "Clary Property").

WHEREAS, Clifford Dayle Mathews, as Trustee for the CLIFFORD & JOHANNA MATHEWS FAMILY TRUST, executed November 7, 2020 own property South East of the Cox Property at 11148 S. 2700 W., South Jordan, Utah 84095 (Parcel No. 27211770280000) (the "Mathews Property").

WHEREAS, Roy Corsi, Trustee of the Roy Corsi Family Trust Agreement dated March 4, 2010 owns property South East of the Cox Property at 11166 S. 2700 W., South Jordan, Utah 84095 (Parcel No. 27211770290000) (the "Corsi Property").

WHEREAS, John Lee Jensen and Luane A. Jensen own property South East of the Cox Property at 11186 S. 2700 W., South Jordan, Utah 84095 (Parcel No. 27211770300000) (the "Jensen Property").

WHEREAS, Cox and the Property Owners have formed an LLC in order to manage and operate the irrigation water delivery for the Cox Property and the Property owners, including for the operation and maintenance of the Pump House. Whereby, these parties collectively enter into this Agreement to bind themselves, and any and all successors in interest of their respective properties. Any and all successors in interest are hereby on notice of the requirement to be a member in the LLC for the use and enjoyment of the irrigation water to be delivered appurtenant to this Agreement.

The legal descriptions for the properties subject to this Agreement are as follows:

A. The Cox Property (Parcel No. 27-21-176-027-0000):

Parcel 1:

LOT 14, THAXTON ACRES. ALSO BEG S 0°01'28" W 48.62 FT FR NW COR SD LOT 14; S 0°01'28" W 25.22 FT; S 73.46'55" E 196.53 FT M OR L; N 67° W 205.02 FT M OR L TO BEG. LESS BEG SW COR SD LOT 14; N 67° W 232.90 FT; S 73°46'55" E 84.07 FT M OR L; S 69°06'39" E 152 FT; SW'LY ALGA 50 FT RADIUS CURVE TO L 15.79 FT TO BEG.

Parcel 2:

A tract of land located in the Northeast Quarter of the Northwest Quarter of Section 21, Township 3 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on a block wall, said point being 871.74 feet North 89°57' 19" West along the quarter section line, and 1916.79 feet North, and 50.00 feet North 48°54'27" West from the Center Quarter Comer of said Section 21, and running thence North 69°06'39" West 152.00 feet along said block wall; thence North 73°46'55" West 280.60 feet to a point on the West boundary line of the Thaxton Acres Subdivision as recorded in the official records of the Salt Lake County Recorders office; thence along said West line North 00°01 '28" West 73.84 feet to the Northwest comer of said Subdivision; thence along the North line of said Subdivision East 474.15 feet to the Northeast Corner of Lot 14 of said subdivision; thence along the East line of said Lot 14 South 195.97 feet to a point on a 50.00 foot radius non-tangent curve to the left, said point also being the Southeast corner of said Lot 14; thence along the arc of said curve 68.86 feet, chord bears South 80°32'50" West 63.54 feet, to the point of beginning. Containing 1.56 Acres more or less.

Subject to general property taxes for the current year and thereafter. Subject to easements, conditions, covenants and restrictions of record.

B. All Property Owners, identified above, corresponding legal descriptions of the benefited parcels are attached hereto as Exhibit A.

WHEREAS, the terms, conditions and covenants of the Agreement are set forth herein, so there is a record for current, and future, owners and occupants of the properties.

NOW, THEREFORE, in consideration and furtherance of these recitals, promises, mutual covenants, and undertakings contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. Authority. The Coxes and Property Owners each individually represent they have authority to execute this Agreement.
2. Maintenance of Pump House and equipment. The Parties, their successors or assigns in interest for the implicated Properties, hereby acknowledge the conditions, obligations, duties and responsibilities as set forth in the Operating Agreement of LLC, or any amendment thereto, for the operation and maintenance of the Pump House, and equipment for the delivery of irrigation water to all Parties and their respective properties. All Parties, successors or assigns, hereby acknowledge that the conditions and obligations set forth in the Operating Agreement or any amendment, as incorporated within, are not conditioned upon the Parties use of irrigation water or water shares and is a mandatory obligation of the Parties until released by all Parties, successors or assigns.
3. Reciprocal Easement. It is the intent of the Parties by executing this Agreement to create an easement to run with the land upon each of the twenty-one Properties, namely the Cox Property (burdened) and all benefited parcels identified in Exhibit A, to facilitate the operation and maintenance of the Pump House and equipment described above, and to ensure the intent of this Agreement is fulfilled, and these improvements are not damaged, altered, or impaired in a manner that would impair the rights of the Parties to receive the irrigation water for which this Easement is created.
 - a. Duration of Easement. This Easement shall be perpetual and run with the land until the purpose of the Easement is no longer needed by the Parties, or the successor Property owners. This Easement may not be *modified* or extinguished without the written approval of the Parties, or the successor Property owners, and consent of the LLC.
 - b. Scope of Easement. This Easement is intended to preserve the ability for ingress and egress onto the Cox Property by the Members of the LLC to maintain the flow of water from the irrigation ditch into the Pump House, maintenance of the Pump and Pump House and deliver water to the Properties identified within. The Parties shall not construct permanent improvements over, onto, or in close proximity to any of the improvements within the easement, which could reasonably impair the functionality of the Easement. If any permanent improvement, obstacle, or encumbrance shall impede the access and use of the Easement, the Members of the LLC may exceed the legal description of the Easement, only to the extent necessary

to fulfill the purpose of the Easement. The Parties agree that if necessary, for the continuation of the Easement, this Easement may be modified, not in scope but as to location, subject to the requirements in Section 15, below.

- c. Legal Description of Easement. The legal description and graphical representation of the Easement, is attached hereto as Exhibit B.

4. Representations and Warranties Related to the Maintenance Agreement.

- a. The Coxes represent and warrant that they have regularly exercised their right to use irrigation provided by the Pump House for their Property. The Coxes also represent and warrant that they have previously allowed access to the Pump House via the Easement, for the maintenance of the Pump House and Equipment as necessary to allow for the delivery of the irrigation water to neighboring Properties. They intend to continue to use said water to irrigate their own Property and wish to formalize the rights of the use of the Easement for the operation and maintenance of the Pump House and Equipment. The Coxes agree to permit the Easement described herein, and agree to the conditions, obligations, duties and responsibilities for the operation and maintenance of the Pump House and Equipment as identified in the Operating Agreement of the LLC, in order to fulfill the intent of this Agreement.
- b. Property Owners represent and warrant that they have had the right to use irrigation water supplied by the Pump House for their Properties. Property Owners intend to continue to use said water to irrigate their Property and wish to formalize the rights of the use of the Easement for the operation and maintenance of the Pump House and Equipment. Property Owners agree to the conditions, obligations, duties and responsibilities for the maintenance of the Pump House and Equipment as identified in the Operating Agreement of the LLC, in order to fulfill the intent of this Agreement.

5. Indemnification. Each party agrees to comply with the indemnification provision of the Operating Agreement or any amendment thereto.

6. Taxes & Insurance. Any property tax obligations shall be borne by the owners of the Properties in which these improvements and the Easement is located. If there are any personal property taxes assessed for the irrigation pump and equipment, those taxes shall be borne proportionally by the Parties. Each Party shall maintain insurance necessary to protect each Party's own Property, and any other Property impacted by the delivery of water served as the result of this Agreement, including any leaks or unintended surface or subsurface runoff that may originate from each Property. The Parties shall each provide a copy of this Agreement to their respective home owners insurance companies, title companies, mortgage companies, and irrigation company supplying the water, as applicable, and to the extent necessary to fulfill the intent and terms of this Agreement.

7. Recording. The Parties agree that this Agreement shall be recorded upon the official record of the Salt Lake County Recorder upon each of the twenty-one Properties identified herein.

8. Cooperation and Further Assurances. The Parties agree to promptly execute any document that may be necessary, requested, or that which may be required by any municipal, irrigation, regulatory or tax agencies. Further, the Parties hereto agree to promptly execute and deliver any additional documents and papers, and to perform and do such additional acts and things, as may from time to time be reasonably requested and necessary and proper to effectuate and carry out the transactions contemplated by this Agreement.
9. No Third Party Beneficiaries. No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement
10. Waiver. No provision of this Agreement shall be waived unless the waiver is in writing signed by the waiving party. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing. No failure by any party to insist upon the strict performance of any provision of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision.
11. Successors and Assigns. This Agreement shall inure to and bind the successors, assigns, heirs, devisees, executors, administrators, and personal representatives of the respective Parties and the identified Properties hereto forever.
12. Disputes. In the event of any dispute, default, claim, or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, the Parties agree to first submit the matter to mediation in good faith. The Parties to the dispute shall arrange the terms and procedure for mediation. If any dispute cannot be resolved via good faith mediation, the Parties agree that the dispute shall be resolved via arbitration. Any party may commence arbitration by sending a written request for arbitration to all other Parties stating the nature of the dispute. The Parties shall agree upon a mediator or arbitrator. No disputes under this Agreement shall be required to be arbitrated through AAA procedures. All Parties shall initially share the cost of mediation or arbitration, but the prevailing party may be awarded reasonable attorney fees, costs and other expenses of arbitration only. All arbitration decisions shall be final, binding and conclusive on all the Parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction. Only in the event that all Parties to a dispute agree to waive arbitration shall a party be permitted to file suit in a court of law. However, nothing in this section shall prevent a party from filing suit or seeking injunctive relief if there is a good faith basis that there is the likelihood of suffering immediate and irreparable harm.
13. Construction, Governing Law and Venue. The terms and conditions of this Agreement are the result of mutual negotiation. The Parties acknowledge that they have reviewed this Agreement and any terms contained herein with the counsel of his or her choice before its execution. Accordingly, no party shall have ambiguities within the Agreement, if any,

construed against them. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. By executing this Agreement, all Parties hereto agree to submit to the exclusive jurisdiction of the Third Judicial District Court, Salt Lake Division, State of Utah.

- 14. Severability. If any term or provision of this Agreement shall be determined to be illegal, invalid, or unenforceable, all other terms and provisions hereof shall nevertheless remain effective and shall be in force to the fullest extent permitted by applicable law.
- 15. Entire Agreement. This Agreement supersedes any and all agreements or representations, either oral or written, between the Parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a writing expressly agreed to be incorporated with this Agreement executed by two-thirds (2/3) of the then existing Members of the LLC at the time of the modification.
- 16. Headings. The section headings in this Agreement are for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.
- 17. Execution and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature and a facsimile signature shall constitute an original signature for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, effective on the date and year first written above, of his or her own free will and accord, intending to be bound thereby, and are not acting under coercion, duress or undue influence of any kind.

Archie B. Cox

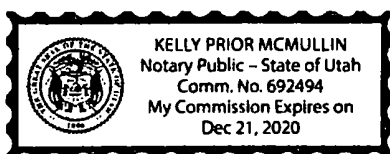
Sylvia S. Cox

Archie B. Cox
Date: Dec 10, 2020

Sylvia S. Cox
Date: 12/10/2020

State of Utah)
 :SS
County of Salt Lake)

On this 10 day of December, 2020, personally appeared before me, Archie B. Cox and Sylvia S. Cox as Trustees of the Sylvia and Archie Cox Trust dated August 9, 2011, the signers of this instrument, who duly acknowledged before me that they executed the same.



Kelly P. McMullin
Notary Public

Mary Jane Latshaw

Mary Jane Latshaw
Date: 12/10/20

Bruce Moffat

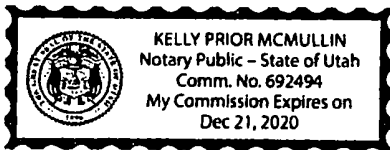
Bruce Moffat
Date: 12/10/2020

Rebecca Jane Moffat

Rebecca Jane Moffat
Date: 12-10-2020

State of Utah)
:SS
County of Salt Lake)

On this 10 day of December, 2020, personally appeared before me, Mary Jane Latshaw, Bruce Moffat and Rebecca Jane Moffat, as Trustees in Trust for and on behalf of the Latshaw Moffat Trust dated 28th day of January 2005, the signers of this instrument, who duly acknowledged before me that they executed the same.



Kelly P. McMullin
Notary Public

Dennis H. Smith

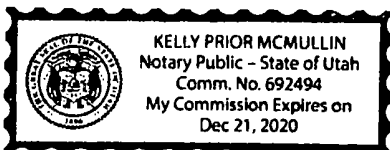
Dennis H. Smith
Date: 12/10/20

Cathy B. Smith

Cathy B. Smith
Date: 12/10/2020

State of Utah)
:SS
County of Salt Lake)

On this 10 day of December, 2020, personally appeared before me, Dennis H. Smith and Cathy B. Smith, the signers of this instrument, who duly acknowledged before me that they executed the same.



Kelly P. McMullin
Notary Public

Ken Loder

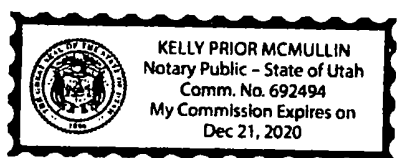
Julie Loder

[Signature]
Date: 12/10/20

[Signature]
Date: 12/10/20

State of Utah)
 :SS
County of Salt Lake)

On this 10 day of December, 2020, personally appeared before me, Ken Loder and Julie Loder, the signers of this instrument, who duly acknowledged before me that they executed the same.



[Signature]
Notary Public

Lynn D. Gessel

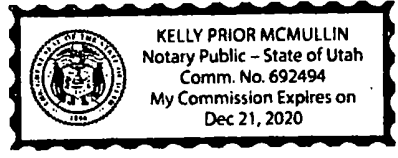
Victoria L. Gessel

[Signature]
Date: 12/10/20

[Signature]
Date: 12-10-20

State of Utah)
 :SS
County of Salt Lake)

On this 10 day of December, 2020, personally appeared before me, Lynn D. Gessel and Victoria L Gessel, the signers of this instrument, who duly acknowledged before me that they executed the same.



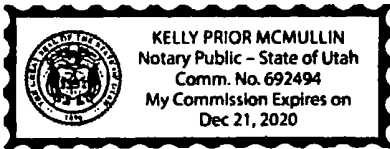
[Signature]
Notary Public

Carol H. Jackman

Carol H. Jackman
Date: 12-15-20

State of Utah)
 :SS
County of Salt Lake)

On this 15 day of December, 2020, personally appeared before me Carol H. Jackman, as Trustee of the Dean N. & Carol H. Jackman Family Trust dated June 30, 1993, As Amended, the signer of this instrument, who duly acknowledged before me that she executed the same.



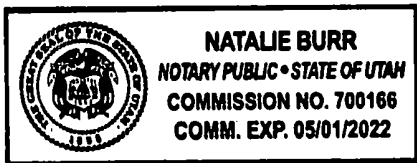
Kelly P. McMullin
Notary Public

John W. Stewart, Jr.

John W. Stewart, Jr.
Date: 12-14-20

State of Utah)
 :SS
County of Salt Lake)

On this 14 day of December, 2020, personally appeared before me, John W. Stewart, Jr. the signer of this instrument, who duly acknowledged before me that he executed the same.



Natalie Burr
Notary Public

Jason D. Stokes

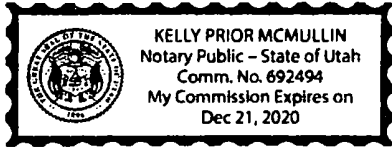
Jason D. Stokes
Date: 12/10/2020

Suzanne M. Stokes

Suzanne M. Stokes
Date: 12-10-2020

State of Utah)
 :SS
County of Salt Lake)

On this 10 day of December, 2020, personally appeared before me, Jason D. Stokes and Suzanne M. Stokes the signers of this instrument, who duly acknowledged before me that they executed the same.



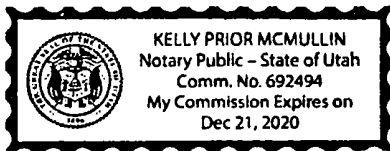
Kelly P. McMullin
Notary Public

Dione L. Flint

Dione L. Flint
Date: 12/10/20

State of Utah)
 :SS
County of Salt Lake)

On this 10 day of December, 2020, personally appeared before me, Dione L. Flint, Trustee of the Dione L. Flint Family Living Trust, dated February 7, 2008, and any amendments thereto, the signer of this instrument, who duly acknowledged before me that she executed the same.



Kelly P. McMullin
Notary Public

Dale D. Stokes

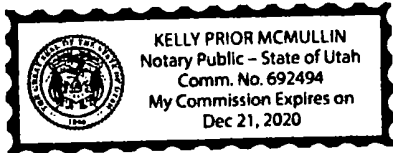
Dale D. Stokes
Date: 12/10/2020

Karen B. Stokes

Karen B. Stokes
Date: 12/10/2020

State of Utah)
 :SS
County of Salt Lake)

On this 10 day of December, 2020, personally appeared before me, Dale D. Stokes and Karen B. Stokes the signers of this instrument, who duly acknowledged before me that they executed the same.



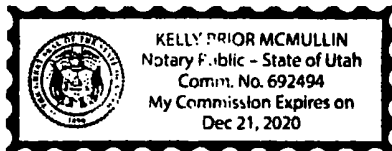
Kelly P. McMullin
Notary Public

Aleen M. Spencer

Aleen Spencer
Date: 12-15-2020

State of Utah)
 :SS
County of Salt Lake)

On this 15 day of December, 2020, personally appeared before me, Aleen M. Spencer, Trustee of The Aleen M. Spencer Family Trust, dated 25th of October, 2018, and any amendments thereto, the signer of this instrument, who duly acknowledged before me that she executed the same.



Kelly P. McMullin
Notary Public

Jon Bowen

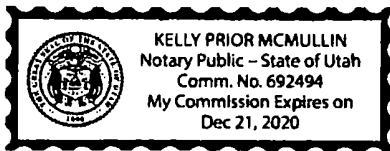
Date: 12-15-20

Amanda J. Bowen

Date: 12/15/20

State of Utah)
 :SS
County of Salt Lake)

On this 15 day of December, 2020, personally appeared before me, Jon Bowen and Amanda J. Bowen the signers of this instrument, who duly acknowledged before me that they executed the same.



Kelly P. McMullin
Notary Public

Frank T. Perkins

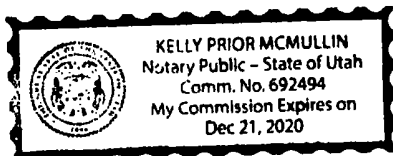
Date: Dec 12, 2020

Janet N. Perkins

Date: Dec 12, 2020

State of Utah)
 :SS
County of Salt Lake)

On this 12 day of December, 2020, personally appeared before me, Frank T. Perkins and Janet N. Perkins the signers of this instrument, who duly acknowledged before me that they executed the same.



Kelly P. McMullin
Notary Public

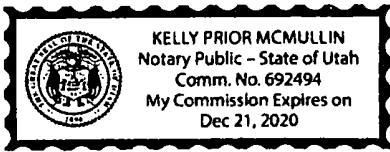
Richard L. Bills

Richard L. Bills

Date: 12/10/20

State of Utah)
 :SS
County of Salt Lake)

On this 10 day of December, 2020, personally appeared before me, Richard L. Bills the signer of this instrument, who duly acknowledged before me that he executed the same.



Kelly P. McMullin
Notary Public

Gary L. Oviatt
Gary Oviatt

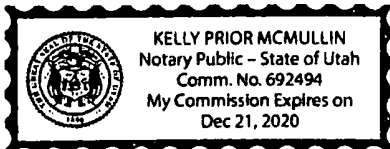
Date: 12/10/20

State of Utah)
 :SS
County of Salt Lake)

Kelly Oviatt
Kelly Oviatt

Date: 12/10/2020

On this 10 day of December, 2020, personally appeared before me, Gary L. Oviatt and Kelly Oviatt the signers of this instrument, who duly acknowledged before me that they executed the same.



Kelly P. McMullin
Notary Public

Robert Lee Champion

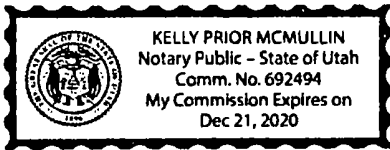
Robert Lee Champion
Date: 12.10.20

Linda Penrod Champion

Linda Penrod Champion
Date: 12-10-20

State of Utah)
:SS
County of Salt Lake)

On this 10 day of December, 2020, personally appeared before me, Robert Lee Champion and Linda Penrod Champion the signers of this instrument, who duly acknowledged before me that they executed the same.



Kelly P. McMullin
Notary Public

Richard A. Clary

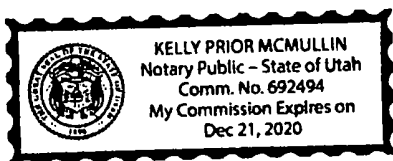
Richard A. Clary
Date: 12-12-20

Tammy L. Clary

TAMMY L. CLARY
Date: 12-10-2020

State of Utah)
:SS
County of Salt Lake)

On this 12 day of December, 2020, personally appeared before me, Richard A. Clary and Tammy L. Clary the signers of this instrument, who duly acknowledged before me that they executed the same.



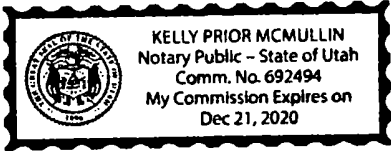
Kelly P. McMullin
Notary Public

Clifford Dayle Mathews

Clifford Dayle Mathews
Date: 12/15/2020

State of Utah)
 :SS
County of Salt Lake)

On this 15 day of December, 2020, personally appeared before me, Clifford Dayle Mathews, Trustee of the CLIFFORD & JOHANNA MATHEWS FAMILY TRUST, executed November 7, 2020, who duly acknowledged before me that he executed the same.



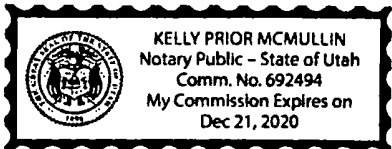
Kelly P. McMullin
Notary Public

Roy Corsi

Roy Corsi
Date: 10 December 2020

State of Utah)
 :SS
County of Salt Lake)

On this 10 day of December, 2020, personally appeared before me, Roy Corsi, Trustee of the Roy Corsi Family Trust Agreement dated March 4, 2010 the signer of this instrument, who duly acknowledged before me that he executed the same.



Kelly P. McMullin
Notary Public

John Lee Jensen

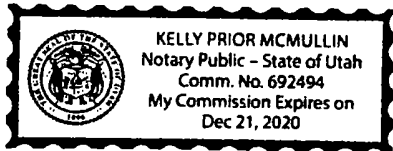
John Lee Jensen
Date: 12/10/20

Luane A. Jensen

Luane A. Jensen
Date: 12/15/2020

State of Utah)
 :SS
County of Salt Lake)

On this 15 day of December, 2020, personally appeared before me, John Lee Jensen and Luane A. Jensen the signers of this instrument, who duly acknowledged before me that they executed the same.



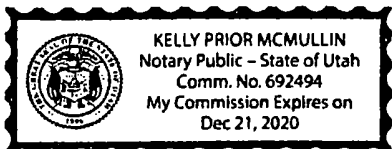
Kelly P. McMullin
Notary Public

Thaxton Acres Irrigation, LLC

Terry Flint
Terry Flint, Authorized Member
Date: Dec. 10, 2020

State of Utah)
 :SS
County of Salt Lake)

On this 10 day of December, 2020, personally appeared before me, Terry Flint, the signer of this instrument, who duly acknowledged before me that he is authorized by and executed on behalf of Thaxton Acres Irrigation, LLC.



Kelly P. McMullin
Notary Public

Exhibit A
Property Owners Legal Descriptions

Latshaw Moffat Property

THE FOLLOWING DESCRIBED PROPERTY

ALL OF LOT NO. 140, CONTAINED WITHIN IVORY CROSSING NO. 1 P.U.D., A PLANNED UNIT DEVELOPMENT, AS THE SAME IS IDENTIFIED IN THE RECORD OF PLAT MAP RECORDED IN SALT LAKE COUNTY, UTAH AS ENTRY NO. 8676505, IN BOOK 2003P, AT PAGE 155 (AS SAID RECORD OF PLAT MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE IVORY CROSSING NO. 1 P.U.D., RECORDED IN SALT LAKE COUNTY, UTAH AS ENTRY NO. 8795529, IN BOOK 8872, AT PAGE 7924, (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED), TOGETHER WITH AN UNDIVIDED PERCENTAGE OF OWNERSHIP INTEREST IN THE ASSOCIATION.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET, WITHOUT RIGHTS OF SURFACE ENTRY, AS RESERVED IN INSTRUMENTS OF RECORD.

TAX PARCEL NO: 27-21-102-001

Smith Property

A portion of Lots 14 and 15, Thaxton Acres, according to the plat thereof as recorded in the office of the Salt Lake County Recorder, State of Utah also being a tract of land located in the Northeast quarter of the Northwest quarter of Section 21, Township 3 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on a block wall, said point being 871.74 feet North 89°57'19" West along the quarter section line, and 1916.79 feet North, and 50.00 feet North 48°54'27" West from the center quarter corner of said Section 21, and running thence along the arc of a 50.00 foot radius non-tangent curve to left 88.22 feet, chord bears South 09°27'14" East 77.21 feet; thence South 28.53 feet to the Southeast corner of Lot 15 of Thaxton Acres subdivision as recorded in the official records of the Salt Lake County Recorder's Office; thence along the South line of said Lot 15 West 424.02 feet to the Southwest corner of said Lot 15; thence along the West line of said lot 15; North 00°01'28" West 237.26 feet; thence South 73°46'55" East 280.60 feet to a point on a fence line; thence along said fence South 69°06'39" East 152.00 feet, more or less, to the point of beginning.

Tax Parcel No. 27-21-176-028

Subject to easements, conditions, covenants and restrictions of record.

Loder Property

LOT 16, THAXTON ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTRY RECORDER OF SALT LAKE COUNTY, UTAH.

Tax Parcel No. 27-21-176-003

Subject to easements, conditions, covenants and restrictions of record.

Gessel Property

LOT 17, THAXTON ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTRY RECORDER OF SALT LAKE COUNTY, UTAH.

Tax Parcel No. 27-21-176-004

Subject to easements, conditions, covenants and restrictions of record.

Jackman Property

LOT 18, THAXTON ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF,
RECORDED IN THE OFFICE OF THE COUNTRY RECORDER OF SALT LAKE
COUNTY, UTAH.

Tax Parcel No. 27-21-176-005

Subject to easements, conditions, covenants and restrictions of record.

Steward Property

LOT 19, THAXTON ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF,
RECORDED IN BOOK KK OF PLATS AT PAGE 11, RECORDS OF SALT LAKE
COUNTY, UTAH.

Tax Parcel No. 27-21-176-006

Subject to easements, conditions, covenants and restrictions of record.

JS Stokes Property

LOT 20, THAXTON ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF,
RECORDED IN THE OFFICE OF THE COUNTRY RECORDER OF SALT LAKE
COUNTY, UTAH.

Tax Parcel No. 27-21-176-007

Subject to easements, conditions, covenants and restrictions of record.

Flint Property

LOT 13, THAXTON ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF,
RECORDED IN THE OFFICE OF THE COUNTRY RECORDER OF SALT LAKE
COUNTY, UTAH.

Tax Parcel No. 27-21-177-001

Subject to easements, conditions, covenants and restrictions of record.

DK Stokes Property

LOT 12, THAXTON ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTRY RECORDER OF SALT LAKE COUNTY, UTAH.

Tax Parcel No. 27-21-177-002

Subject to easements, conditions, covenants and restrictions of record.

Spencer Property

LOT 11, THAXTON ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTRY RECORDER OF SALT LAKE COUNTY, UTAH.

Tax Parcel No. 27-21-177-003

Subject to easements, conditions, covenants and restrictions of record.

Bowen Property

LOT 10, THAXTON ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTRY RECORDER, IN BOOK KK AT PAGE 11.

Tax Parcel No. 27-21-177-004

Subject to easements, conditions, covenants and restrictions of record.

Perkins Property

ALL OF LOT 9, THAXTON ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTRY RECORDER, BOOK KK, AT PAGE 11.

Tax Parcel No. 27-21-177-005

Subject to easements, conditions, covenants and restrictions of record.

Bills Property

LOT 8, THAXTON ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF,
RECORDED IN THE OFFICE OF THE COUNTRY RECORDER OF SALT LAKE
COUNTY, UTAH.

Tax Parcel No. 27-21-177-006

Subject to easements, conditions, covenants and restrictions of record.

Oviatt 1 Property

LOT 1, THAXTON ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF,
RECORDED IN THE OFFICE OF THE COUNTRY RECORDER OF SALT LAKE
COUNTY, UTAH.

Tax Parcel No. 27-21-177-024

Subject to easements, conditions, covenants and restrictions of record.

Oviatt 2 Property

LOT 2, THAXTON ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF,
RECORDED IN THE OFFICE OF THE COUNTRY RECORDER OF SALT LAKE
COUNTY, UTAH.

Tax Parcel No. 27-21-177-025

Subject to easements, conditions, covenants and restrictions of record.

Champion Property

LOT 3, THAXTON ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF,
RECORDED IN THE OFFICE OF THE COUNTRY RECORDER OF SALT LAKE
COUNTY, UTAH.

Tax Parcel No. 27-21-177-026

Subject to easements, conditions, covenants and restrictions of record.

Clary Property

LOT 4, THAXTON ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTRY RECORDER OF SALT LAKE COUNTY, UTAH.

Tax Parcel No. 27-21-177-027

Subject to easements, conditions, covenants and restrictions of record.

Mathews Property

LOT 5, THAXTON ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTRY RECORDER OF SALT LAKE COUNTY, UTAH.

Tax Parcel No. 27-21-177-028

Subject to easements, conditions, covenants and restrictions of record.

Corsi Property

LOT 6, THAXTON ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTRY RECORDER OF SALT LAKE COUNTY, UTAH.

Tax Parcel No. 27-21-177-029

Subject to easements, conditions, covenants and restrictions of record.

Jensen Property

LOT 7, THAXTON ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTRY RECORDER OF SALT LAKE COUNTY, UTAH.

Tax Parcel No. 27-21-177-030

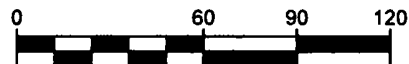
Subject to easements, conditions, covenants and restrictions of record.

Exhibit B
Easement Legal Description

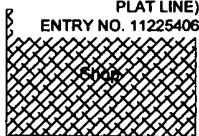
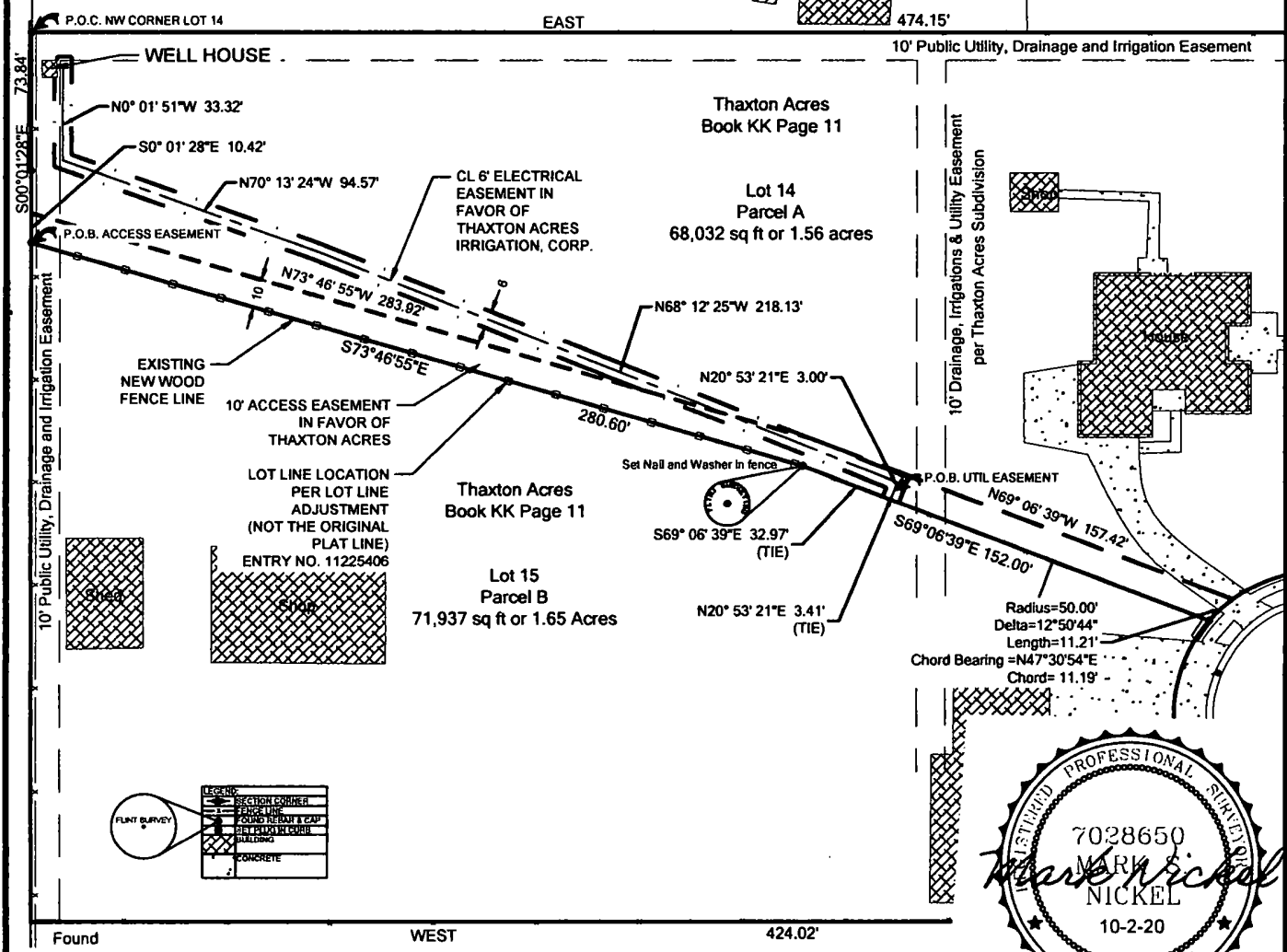


Sheet
1 OF 2

GRAPHIC SCALE



1"=60'



LEGEND

| | |
|--|-------------------|
| | SECTION CORNER |
| | BOUNDARY LINE |
| | FOUND REBAR & CAP |
| | CONCRETE BUILDING |
| | CONCRETE |



CLIENT
THAXTON ACRES IRRIGATION CORP.
11092 SOUTH 2865 WEST
SOUTH JORDAN, UT 84095

| | | | |
|-------------------------------------|----------|------|----|
| DATE OF ORIGINAL DRAWING: 9/30/2020 | | | |
| 2 | | | |
| 1 | | | |
| NO | REVISION | DATE | BY |

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|-----------------|
| DWNG BY |
| RDF |
| CHCKD BY |
| MSN |
| PROJ. # |
| 180308.1 |

PROJECT
LOT 14, THAXTON ACRES
11092 SOUTH 2865 WEST
SOUTH JORDAN, UT 84095
S.L.CO. NE1/4 OF THE NW 1/4 OF SEC. 21, T3S, R1W, SLBM

SHEET TITLE
THAXTON ACRES WELL ACCESS & EASEMENT DESCRIPTION

LAND SURVEYING

DEVELOPMENT

PO BOX. 95029
SOUTH JORDAN, UT 84095
PHONE: (801) 446-1820
WWW.FLINTUTAH.COM

ELECTRICAL EASEMENT (6 FEET WIDE)

A 6-FOOT ELECTRICAL EASEMENT, BEING 3-FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, BEING WITHIN THE ORIGINAL LOT 14 & 15 OF THE THAXTON ACRES SUBDIVISION AS RECORDED WITHIN THE OFFICIAL RECORDS OF SALT LAKE COUNTY RECORDER'S OFFICE AS PLAT BOOK KK, PAGE 11, ALSO BEING WITHIN THE MODIFIED LOT 14 (BY LOT LINE ADJUSTMENT) AS RECORDED IN ENTRY NO. 11225406, SITUATE ALSO WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SOUTH JORDAN CITY, SALT LAKE COUNTY, UTAH; FOLLOWING AN EXISTING BURIED ELECTRICAL LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 14, OF THE THAXTON ACRES SUBDIVISION; THENCE S 0°01'28" E, A DISTANCE OF 73.84 FEET TO A FOUND REBAR AND CAP STAMPED FLINT; THENCE ALONG SAID LOT LINE ADJUSTMENT BOUNDARY LINE THE FOLLOWING TWO CALLS, (1) S 73°46'55" E, A DISTANCE OF 280.60 FEET TO A FOUND REBAR AND CAP STAMPED FLINT; (2) THENCE S 69°06'39" E, A DISTANCE OF 32.97 FEET; THENCE NORTH 20°53'21" EAST, A DISTANCE OF 3.41 FEET TO THE POINT OF BEGINNING OF SAID CENTER LINE AND AN EXISTING ELECTRICAL BOX. THENCE FROM SAID POINT OF BEGINNING AND ALONG THE CENTER LINE THENCE NORTH 20°53'21" EAST, A DISTANCE OF 3.00 FEET; THENCE NORTH 68°12'25" WEST, A DISTANCE OF 218.13 FEET; THENCE NORTH 70°13'24" WEST, A DISTANCE OF 94.57 FEET; THENCE NORTH 0°01'51" WEST, A DISTANCE OF 33.32 FEET TO THE END AND TO THE EXISTING WELL HOUSE.

ALSO EXTENDING SAID EASEMENT BOUNDARIES 3 FEET BEYOND AND AROUND THE ENDS OF THE CENTER LINE.

ACCESS EASEMENT (10 FOOT WIDE)

A 10-FOOT ACCESS EASEMENT, BEING WITHIN THE ORIGINAL LOT 14 & 15 OF THE THAXTON ACRES SUBDIVISION AS RECORDED IN THE OFFICIAL RECORDS OF SALT LAKE COUNTY RECORDER'S OFFICE AS PLAT BOOK KK, PAGE 11, ALSO BEING THE SOUTH 10-FEET WITHIN THE MODIFIED LOT 14 (BY LOT LINE ADJUSTMENT) AS RECORDED IN ENTRY NO. 11225406, SITUATE ALSO WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SOUTH JORDAN CITY, SALT LAKE COUNTY, UTAH; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 14, OF THE THAXTON ACRES SUBDIVISION; THENCE S 0°01'28" E, A DISTANCE OF 73.84 FEET TO THE POINT OF BEGINNING AND A FOUND REBAR AND CAP STAMPED FLINT; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID LOT LINE ADJUSTMENT BOUNDARY LINE THE FOLLOWING 2 CALLS; (1) THENCE S 73°46'55" E, A DISTANCE OF 280.60 FEET TO A FOUND REBAR AND CAP STAMPED FLINT; (2) THENCE S 69°06'39" E, A DISTANCE OF 152.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 2865 WEST STREET; THENCE ALONG SAID RIGHT OF WAY LINE AND NORTHEASTERLY WITH A 50.00 FOOT RADIUS CURVE TO THE RIGHT, ALONG AN ARC LENGTH OF 11.21 FEET (CHORD BEARS N 47° 30'54" E, A CHORD DISTANCE OF 11.19 FEET); THENCE N 69°06'39" W, A DISTANCE OF 157.42 FEET; THENCE N 73°46'55" W, A DISTANCE OF 283.92 FEET TO THE WESTERLY PROPERTY LINE OF SAID LOT 14; THENCE S 0°01'28" E, A DISTANCE OF 10.42 FEET TO THE POINT OF BEGINNING.

SAID ACCESS WILL CONTINUE NORTHERLY WITHIN THE 10' PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG THE WESTERLY SUBDIVISION LINE TO THE NORTH LINE OF SAID THAXTON ACRES AS SHOWN ON THE THAXTON ACRES SUBDIVISION PLAT.

Sheet
2 OF 2



CLIENT
THAXTON ACRES IRRIGATION CORP.
11092 SOUTH 2865 WEST
SOUTH JORDAN, UT 84095

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| DATE OF ORIGINAL DRAWING: 9/30/2020 | | | |
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SHEET TITLE
THAXTON ACRES WELL ACCESS & EASEMENT DESCRIPTION



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