

When Recorded, Mail To:
EAST BENCH CANAL COMPANY
900 East 1240 South
Spanish Fork, UT 84660

With a Copy To:
Stillman Road 1, LLC.
105 W Spearfish Lane
Jupiter, FL 33477
Attention: Elizabeth Hanson

Parcel No(s): 27:006:0053



ENT 137387:2020 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Sep 10 10:58 AM FEE 40.00 BY MA
RECORDED FOR DR HORTON INC

EASEMENT AGREEMENT

THIS AGREEMENT is made between STILLMAN ROAD 1, LLC, a Utah limited liability company, whose address is 105 W. Spearfish Lane, Jupiter, FL 33477 (“Grantor”), and EAST BENCH CANAL COMPANY, a Utah mutual benefit company, whose address is 900 East 1240 South, Spanish Fork, Utah 84660 (“Grantee”).

RECITALS

A. Grantee operates a canal company and associated canal facilities, a portion of which are on land owned by Grantor. Grantee intends to continue to convey irrigation water through its facilities to serve the area within its service area. This project includes irrigation pipe network to be installed underground. These facilities involve the Grantor’s land located in Utah County, Utah.

B. The land is described and shown on the attached Exhibit “A.”

C. Grantee desires permanent right-of-way for the operation and maintenance of said facilities, as described and shown on the attached Exhibit “A.”

In consideration of good and valuable consideration, the sufficiency and receipt of which hereby is acknowledged, the parties agree as follows:

AGREEMENT

1. Grant of Easement. Grantor grants to Grantee a permanent easement in, on, under, across, and through the land of Grantor, as described and shown on the attached Exhibit “A” for the construction, installation, operation, maintenance, repair, inspection, vehicular and pedestrian access, ingress and egress to and from adjacent property of said facilities.

2. Entire Agreement. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations or agreements of the parties regarding the subject matter in this document.

3. Necessary Acts & Cooperation. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

4. Recordation. Any party may record this Agreement.

5. Assignment. Grantee may assign this Agreement, any of its rights under this Agreement, and the right-of-way and/or easements granted it by this Agreement.

6. Successors and Assigns. This Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective transferees, successors, assigns, heirs and all persons claiming by, through or under them.

7. Construction & Maintenance. All construction and maintenance done on said easement must be done in the least disruptive fashion. Grantee shall exercise care to preserve the natural landscape and shall conduct its construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings

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in the vicinity of the work. All trees, native shrubbery, and vegetation outside the immediate area of the easement or otherwise designated to remain shall be preserved and shall be protected from damage. Upon completion of any construction done on said easement, land will be restored to pre-construction conditions including but not limited to landscaping, concrete work and asphalt replacement.

8. Facilities Inside Easement. No trees or shrubs are allowed within the irrigation easement. Grantor will be responsible for the prevention of or removal of structures (other than irrigation facilities), trees, shrubs, or any other facilities that could damage the irrigation company facilities within the easement. Any damage to the irrigation facilities must be repaired by the Grantor.

9. Authority. By executing this Agreement below, Grantor and Grantee each represent and warrant they have full capacity, right, power, and authority to execute, deliver and perform this Agreement and all documents to be executed by Grantor and Grantee related thereto.

10. Hold Harmless. The parties shall indemnify, defend, and hold each other harmless from any claims of injury or damage to any persons or property, and/or claims of injury or damage made by third parties (whether or not such claims of third parties are meritorious) that result from or are claimed to result from, in whole or in part, any act, error, omission, or fault of the other party, or the exercise of any of the privileges under this Agreement. Grantor shall be strictly responsible for any damage to, obstruction of, or interference with the use, operation, maintenance, repair, or replacement of the irrigation facilities located within the easement caused in whole or in part by the Grantor, their agents, assigns, or licensees. Likewise, Grantee shall be strictly responsible for any damage to, unreasonable obstruction of, or unreasonable interference with Grantor's use of its land.

11. Attorneys' Fees. In the event an action is filed in district court as a result of a dispute arising out of this Agreement, the prevailing party shall be entitled to its attorneys' fees.

ENTERED INTO this 21st day of AUGUST, 2020.

EAST BENCH CANAL COMPANY

STILLMAN ROAD 1, LLC



Fred Vincent, President

Mike Minen Board Member

By: MATTHEW HANSON

Its: MANAGER

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ACKNOWLEDGEMENTS

STATE OF UTAH)
DURAC)ss.
COUNTY OF UTAH)

On this 21st day of August, 2020, appeared before me Frank M Brennan, his/her identity and position having been satisfactorily established to me, and did duly acknowledge to me that he/she voluntarily executed the foregoing document for the purposes stated therein, and (if signing on behalf of an entity) was duly authorized by the governing body of STILLMAN ROAD 1 LLC to do the same.

Seal:


NOTARY PUBLIC



STATE OF UTAH)
)ss.
COUNTY OF UTAH)

On this 10th day of September, 2022, before me personally appeared FRED VINCENT, President of the EAST BENCH CANAL COMPANY, his identity and position having been satisfactorily established to me, affirmed to me upon oath that the governing body of the EAST BENCH CANAL COMPANY has authorized him to execute the foregoing document, and did acknowledge to me that he executed the same for the purposes stated therein.

Seal:




NOTARY PUBLIC



Engineers +
Surveyors

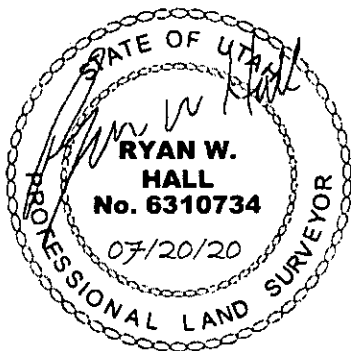
LEGAL DESCRIPTION PREPARED FOR
DR HORTON
Job No. 16-0003
(July 20, 2020)

Mapleton Grove Plat D, Offsite East Bench Canal Company Easement

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

Beginning at a point on the north line of the grantors property, said point being located S89°50'00"W along the section line 1215.54 feet and South 536.37 feet from the North 1/4 Corner of Section 16, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S2°08'16"E 102.63 feet; thence S77°38'47"W 166.60 feet; thence along the arc of a 532.00 foot radius curve to the left 163.39 feet through a central angle of 17°35'48" (chord: S68°50'53"W 162.75 feet); thence S60°02'59"W 47.33 feet; thence S28°09'34"E 840.82 feet; thence S61°50'26"W 20.00 feet; thence N28°09'34"W 860.20 feet; thence N60°02'59"E 66.71 feet; thence along the arc of a 552.00 foot radius curve to the right 169.53 feet through a central angle of 17°35'48" (chord: N68°50'53"E 168.86 feet); thence N77°38'47"E 165.12 feet; thence N2°08'16"W 101.97 feet; thence S17°03'31"E 19.42 feet to the point of beginning.

Contains: ±0.58 Acres



Services Include:

- Engineering
 - Civil
 - Structural
- Surveying
- Land Planning