

IRRIGATION EASEMENT AGREEMENT

This Irrigation Easement Agreement is entered into this 2 day of June, 2014, by and between L&M Partners, LLC, a Utah limited Liability (and its successors and assigns as it is contemplated management of the future subdivision will be assigned to a Homeowner's Association), and Midway Irrigation Company, Inc., a Utah non-profit corporation.

RECITALS

WHEREAS, L&M Partners, LLC ("L&M") owns certain property in Wasatch County that is currently being subdivided into what will be known as the Farms Springs Subdivision ("Farm Springs"); and

WHEREAS, L&M recognizes that Midway Irrigation has a prescriptive easement for an irrigation and storm water ditch that flows through Farms Springs; and

WHEREAS, is it is customary for Midway Irrigation Company to require open ditches to be piped and enclosed when flowing through a newly developed subdivision; and

WHEREAS, L&M desires to move the location of the irrigation and storm water ditch and to leave the flow in an open ditch instead of piping it, and are willing to assume liability and maintenance responsibility in order to do so; and

WHEREAS, the parties desire to set forth the terms upon which moving the easement will be acceptable.

THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

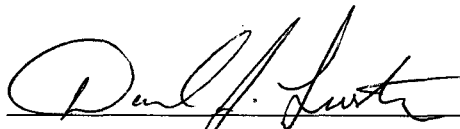
1. L&M acknowledges that Midway Irrigation Company holds a prescriptive easement for an irrigation and storm water ditch, in the width and location set forth in Exhibit A.
2. L&M desires to move the location of the prescriptive easement, and Midway Irrigation Company agrees to allow the relocation subject to the following terms:
 - a. L&M shall grant a permanent, non-exclusive easement to Midway Irrigation in the form attached as Exhibit A, with a minimum width of 33 feet, and a minimum of 16.5 feet from the center line of the ditch with building and amenities restrictions so that Midway Irrigation Company can access, maintain and clean the ditch. The legal description shall be surveyed and deeded, and the legal description shall be included on the subdivision plat.

- b. The ditch shall be designed for a flow of no less than 5 cfs and installed with impervious (lined or otherwise) material. The ditch shall not be design to allow pooling of the water, and shall in no instance be wider than 10 feet side to side. All design specifications are subject to Midway Irrigation Company approval prior to install.
- c. All driveway culverts shall be installed in 18 inch ADS pipe.
- d. All main road culverts shall be installed in nothing less than 18 inch diameter pipe and installed in a way so that water does not pool within the culvert (to avoid the build-up of hard water). Main road culvert installation shall be subject to inspection and approval by Midway Irrigation.
- e. L&M shall be responsible for all costs associated with the design and install.
- f. The easement shall be recorded upon all lots in the subdivision, and the plat shall contain a note that shall require the home owners of the lots that come in contact with the easement to install landscaping that will slope towards the ditch to avoid damage to improvements.
- g. L&M shall include in its Covenants Codes and Restriction a provision that shall require landscaping approval by the architectural review committee for the lots that come in contact with the easement that requires landscaping that will slope towards the ditch to avoid flooding.
- h. L&M acknowledges that there is no guarantee of minimum water flows or even continued use of the irrigation ditch. Midway Irrigation has the right to cease use of the ditch if it so chooses. L&M also acknowledges that the water flowing through the ditch belongs to Midway Irrigation, and is not available for consumption or use. L&M will include two provisions within its Covenants Codes and Restrictions clearly explaining this to homeowners.
- i. L&M and its successors in interest shall assume all responsibility in perpetuity to clean and maintain the ditch within the subdivision. L&M shall post a \$5,000.00 bond for a period of five years that shall be available to Midway Irrigation to recover costs associated with maintenance and cleaning should L&M or its successors fail to perform its agreed upon duties. It is agreed that the \$5,000.00 bond is not meant as a limitation to liability. If Midway Irrigation's costs to maintain or clean the ditch exceed this amount they shall have the legal right to recover the amounts incurred.

- j. Midway Irrigation shall retain full rights to enter onto the easement to clean and maintain the ditch as needed. Midway Irrigation is not liable for damage done within the easement. L&M understands that Midway Irrigation has full right to take track hoes, back hoes or trucks over the easement, and that there is no requirement to leave or maintain the easement in an aesthetically pleasing condition. L&M understands that should it choose to plant grass, trees, or install any other amenity along the ditch, it does so at its own risk and that Midway Irrigation shall have no liability should it remove or destroy anything within the easement's boundary while cleaning or maintaining the ditch. It shall be a violation of this agreement if there is not a clear path of no less than 10 feet from the edge of the ditch on at least one side that can be accessed by vehicle free of interference (i.e. trees, shrubbery, permanent improvements, etc.).
 - k. Midway Irrigation desires to pipe the ditch to avoid future liability with flooding and/or accident associated with the ditch. By entering into this agreement, L&M and its successors in interest fully accept all liability associated with the risk of an open water way within its subdivision, including but not limited to flood damage and drowning. L&M and its successors in interest does hereby waive any and all claims it may have against Midway Irrigation and fully accepts all liability associated with the ditch, and agrees to indemnify Midway Irrigation against any damage, judgment, lawsuit or liability associated with the ditch. This provision shall appear as a plat note.
3. The parties agree that this agreement may be filed against all lots within the Farm Springs Subdivision.
4. If a dispute arises under this Easement Agreement, the parties shall first submit to mediation with a mutually agreeable mediator. The parties shall be responsible for their own costs and attorney's fees incurred in mediation. The parties shall split the cost of the mediator unless agreed otherwise. If the dispute is not settled with mediation, the parties may then pursue other legal remedies, and the prevailing party may recover its reasonable costs and attorney's fees.
5. Nothing contained in the Grant of Easement shall be deemed to be a gift or dedication of any portion of the property to or for the general public or for any public purpose whatsoever. If the Easement is abandoned, all rights contained herein, as well as any improvements made thereon, shall revert to the GRANTOR as the owner in fee of the real property.

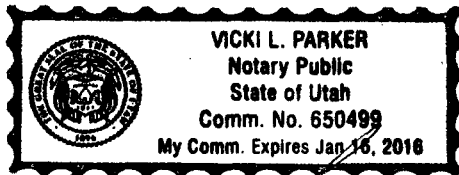
- 6. This Easement Agreement shall be binding upon the parties hereto, their grantees, heirs, assigns, and successors. Subject to the foregoing, the GRANTOR retains and reserves the right to use the easement property for any and all purposes not inconsistent with the easement herein granted.
- 7. Any dispute arising from this Agreement shall be litigated in any court of competent jurisdiction in Wasatch County or Heber City, Utah.
- 8. This Agreement contains all of the terms of the settlement between the parties. No oral representations or promises exist that are not set forth in this Agreement.


DATED this 2 day of June, 2014.



 L&M Partners, LLC
 By: Daniel J. Luster
 Its: Manager

SUBSCRIBED AND SWORN TO (or affirmed) before me this 2nd day of June, 2014.



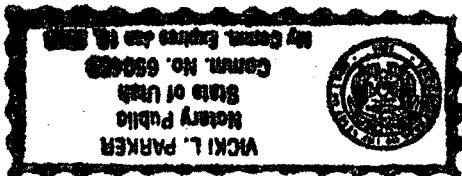


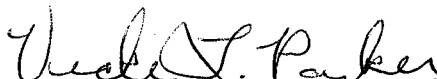
 NOTARY PUBLIC



 Midway Irrigation Company
 By: Steve Farrell
 Its: President

SUBSCRIBED AND SWORN TO (or affirmed) before me this 2nd day of June, 2014.





 NOTARY PUBLIC

**APPENDIX A: LEGAL DESCRIPTION OF FARM SPRINGS SUBDIVISION
AND ADDRESS TABLE**

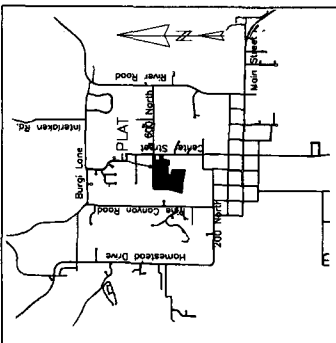
BEGINNING AT A POINT 269.28 FEET SOUTH AND 72.39 FEET WEST FROM THE 1999 WASATCH COUNTY MONUMENT FOR THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS BEING S89°17'40"W BETWEEN MONUMENTS FOR THE NORTHEAST AND NORTH QUARTER CORNERS OF SECTION 34); AND RUNNING THENCE S00°17'41" E 81.45 FEET; THENCE TO AND ALONG A FENCE LINE THE FOLLOWING FIVE COURSES: (1) S87°36'26" W 176.59 FEET, (2) S00°45'20" E 132.01 FEET, (3) S86°55'50"W 36.31 FEET, (4) S00°17'41"E 100.91 FEET, (5) N89°55'18"W 104.43 FEET; THENCE LEAVING SAID FENCE LINE AND FOLLOWING A BOUNDARY LINE AGREEMENT WITH K&N LAND (ENTRY 399209 WASATCH CO. RECORDS) THE FOLLOWING SIX COURSES: (1) S85°31'39" W 54.40 FEET, (2) N01°35'37" E 81.61 FEET, (3) S85°17'01"W 398.24 FEET, (4) ALONG A FENCE LINE S13°59'48"W 116.47 FEET, (5) ALONG A FENCE LINE S24°27'20"W 65.90 FEET, (6) ALONG A FENCE LINE S84°41'38" E 192.83 FEET, THENCE S01°18'56" W 471.46 FEET; THENCE ALONG A FENCE AND BOUNDARY LINE AGREEMENT WITH SIGGARD (ENTRY 398996 WASATCH CO. RECORDS) N79°43'39"W 371.94 FEET; THENCE ALONG A BOUNDARY LINE AGREEMENT WITH TEN STAR DEVELOPMENT, INC. (ENTRY 398832 WASATCH CO. RECORDS) THE FOLLOWING FOUR COURSES: (1) N13°31'59"E 57.18 FEET, (2) N86°06'49"W 456.06 FEET TO A POINT ON AN EXISTING FENCE LINE, (3) THENCE ALONG SAID FENCE N16°01'32"E 534.31 FEET, (4) THENCE LEAVING SAID FENCE LINE N00°21'12"E 538.36 FEET TO THE SOUTHERLY BOUNDARY OF MIDWAY FARMS SUBDIVISION; THENCE N86°42'19"E ALONG SAID SUBDIVISION BOUNDARY 1292.98 FEET; THENCE S00°17'41"E 50.00 FEET TO THE NORTHERLY BOUNDARY OF THE POPE SMALL SUBDIVISION; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE COURSES AND DISTANCES: (1) S89°42'19"W 212.62 FEET, (2) S00°17'41"E 220.29 FEET, (3) N89°42'19"E 212.62 FEET TO THE POINT OF BEGINNING.
CONTAINS 23.52 ACRES

000 - 1458
013 - 8201
013 - 6015
006 - 2708
020 - 7550
020 - 7551
020 - 7552

LOT	ADDRESS
1	136 WEST FARM SPRINGS ROAD
2	104 WEST FARM SPRINGS ROAD
3	76 WEST FARMS SPRINGS ROAD
4	52 WEST FARM SPRINGS ROAD
5	45 WEST FARM SPRINGS ROAD
6	71 WEST FARM SPRINGS ROAD
7	99 WEST FARM SPRINGS ROAD
8	121 WEST FARM SPRINGS ROAD
	143 WEST FARM SPRINGS ROAD
9	560 NORTH MERIWETHER WAY
	175 WEST FARM SPRINGS ROAD
10	559 NORTH MERIWETHER WAY
11	197 WEST FARM SPRINGS ROAD
12	545 NORTH MERIWETHER WAY
13	541 NORTH MERIWETHER WAY
14	542 NORHT MERIWETHER WAY

FARM SPRINGS SUBDIVISION

LOCATED IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH



VICINITY MAP

BASES OF BEARINGS
 THE BASES OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED COUNTY SURVEY MONUMENTS AT THE NORTHEAST AND NORTH ONE-QUARTER CORNERS OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, MIDWAY CITY, CONFERENCE WITH UTAH COORDINATE SYSTEM 1983 CENTRAL ZONE BEARINGS.

SURVEYOR'S CERTIFICATE
 IN ACCORDANCE WITH SECTION 11, UTAH COMPILATION, I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 14396 IN ACCORDANCE WITH TITLE 36, CHAPTER 22, OF THE PROFESSIONAL LAND SURVEYING ACT. I FURTHER CERTIFY THAT I HAVE CONDUCTED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE, AND THAT THE MONUMENTS AND TIE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

LINE	LENGTH	BEARING
L1	30.26	N67°15'41.74\"
L2	40.45	N82°28'22.14\"
L3	39.26	N87°14'54.74\"
L4	9.74	S00°17'41.14\"
L5	0.93	N85°42'19.14\"
L6	11.36	N85°42'19.14\"
L7	38.74	S00°01'29.14\"
L8	43.19	S00°01'29.14\"
L9	11.77	N87°36'28.14\"
L10	1.67	S00°01'29.14\"
L11	20.18	S00°01'29.14\"
L12	39.26	N87°14'54.74\"
L13	16.08	N30°06'19.14\"
L14	40.79	N42°44'19.14\"
L15	64.91	N30°06'19.14\"
L16	9.90	N52°25'21.14\"
L17	22.64	N07°21'22.14\"
L18	78.37	S01°04'28.14\"
L19	10.10	N89°42'19.14\"
L20	1.00	N37°00'49.14\"
L21	4.00	N37°00'49.14\"
L22	35.28	S40°56'43.14\"
L23	10.77	N18°31'16.14\"

ADDRESS TABLE

LOT	ADDRESS
1	128 WEST FARM SPRINGS ROAD
2	128 WEST FARM SPRINGS ROAD
3	78 WEST FARM SPRINGS ROAD
4	92 WEST FARM SPRINGS ROAD
5	92 WEST FARM SPRINGS ROAD
6	92 WEST FARM SPRINGS ROAD
7	92 WEST FARM SPRINGS ROAD
8	121 WEST FARM SPRINGS ROAD
9	121 WEST FARM SPRINGS ROAD
10	121 WEST FARM SPRINGS ROAD
11	1509 NORTH MERIDIAN WAY
12	1509 NORTH MERIDIAN WAY
13	1541 NORTH MERIDIAN WAY
14	1541 NORTH MERIDIAN WAY

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	200.31	498.00	23°02'41.7	138.97	N72°47'48.6
C2	138.69	533.00	14°54'30.7	138.30	N74°42'09.9
C3	223.67	473.00	27°05'39.7	221.60	N68°36'35.9
C4	40.39	473.00	0°45'30.9	40.31	N82°37'14.9
C5	280.42	477.00	24°31'49.9	280.78	N67°36'37.9
C6	78.00	245.00	16°03'11.1	78.00	N42°44'19.1
C7	117.48	508.00	13°18'11.1	117.27	N56°46'46.9
C8	247.81	444.00	31°58'42.2	244.60	S66°01'03.1
C9	148.23	562.00	14°54'30.7	145.87	S74°42'09.9
C10	14.51	489.00	0°45'30.7	14.51	S89°03'04.1
C11	174.14	489.00	21°19'27.7	173.14	S79°59'27.1
C12	18.18	15.00	69°27'11.1	17.09	N54°58'42.1
C13	18.51	15.00	63°04'01.1	15.89	N58°45'49.9
C14	148.92	218.00	32°45'07.7	146.09	N89°24'29.9
C15	18.93	318.00	02°41'58.7	18.87	N68°20'54.9
C16	63.95	312.00	07°06'43.7	63.31	N70°48'15.9
C17	33.07	519.00	03°39'01.7	33.06	N71°09'41.1
C18	8.01	56.00	09°12'52.9	9.00	N69°41'14.9
C19	7.08	44.00	08°13'12.9	7.07	N85°41'05.9
C20	58.78	508.00	08°39'09.9	58.77	N68°48'31.9

OWNER'S DEDICATION AND CONSENT TO RECORD
 I, THE UNDERSIGNED, HEREBY DEDICATE AND CONSENT TO RECORD INTO THE PUBLIC RECORDS OF THE COUNTY OF WASATCH, UTAH, THE PROPERTY DESCRIBED HEREON, TOGETHER WITH THE RIGHTS THEREIN, TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, AND EASEMENTS, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DECLARATION HEREBY DEDICATE THOSE AREAS LABELED AS "RESERVED" TO BE USED FOR THE BENEFIT OF THE PUBLIC. (OR THE ENTITIES INDICATED HEREON) FOR THE PERPETUAL USE OF THE PUBLIC.

DATED THIS _____ DAY OF _____, 2014
 BY: LAKE PARTNERS, LLC

ACKNOWLEDGMENT
 STATE OF UTAH } S.S.
 ON THE _____ DAY OF _____, A.D. 20____, PERSONALLY APPEARED TO ME LAKE PARTNERS, LLC WHO DO EXECUTE THE SAME IN THE CAPACITY INDICATED.

APPROVED _____ A.D. 20____
 CITY CLERK

ACCEPTANCE BY MIDWAY CITY
 THE CITY COMMISSION OF MIDWAY CITY HAS REVIEWED THE SUBDIVISION AND ACCEPTS THE DEDICATION OF LOTS, EASEMENTS, STREETS AND PUBLIC RIGHTS-OF-WAY HEREON SHOWN.

APPROVED _____ DATE OF _____ A.D. 20____
 MAYOR
 APPROVED _____ DATE OF _____ A.D. 20____
 CITY ATTORNEY

PLANNING COMMISSION APPROVAL
 APPROVED THIS _____ DAY OF _____, A.D. 20____ BY THE
 _____ CITY PLANNING COMMISSION
 DIRECTOR - SECRETARY _____ CHAIRMAN, PLANNING COMMISSION

FARM SPRINGS SUBDIVISION
 LOCATED IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH.

DATE OF SURVEY: MARCH 2014
 SHEET NO. _____ OF _____
 SURVEYOR'S NAME: _____
 COUNTY: _____

COUNTY RECORDER
 COUNTY SURVEYOR'S CERTIFICATE
 APPROVED AS TO FORM ON THIS _____ DAY OF _____, 20____
 _____ COUNTY SURVEYOR

ACKNOWLEDGMENTS
 STATE OF UTAH)
 COUNTY OF _____)
 I, _____, COUNTY CLERK, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS CORRECTLY DESCRIBED AND LABELED AS SHOWN.

CONSENT OF MORTGAGEE TO RECORD
 I, _____, MORTGAGEE, DO HEREBY CONSENT TO THE RECORDING OF THIS INSTRUMENT AND THE DEED THEREON.

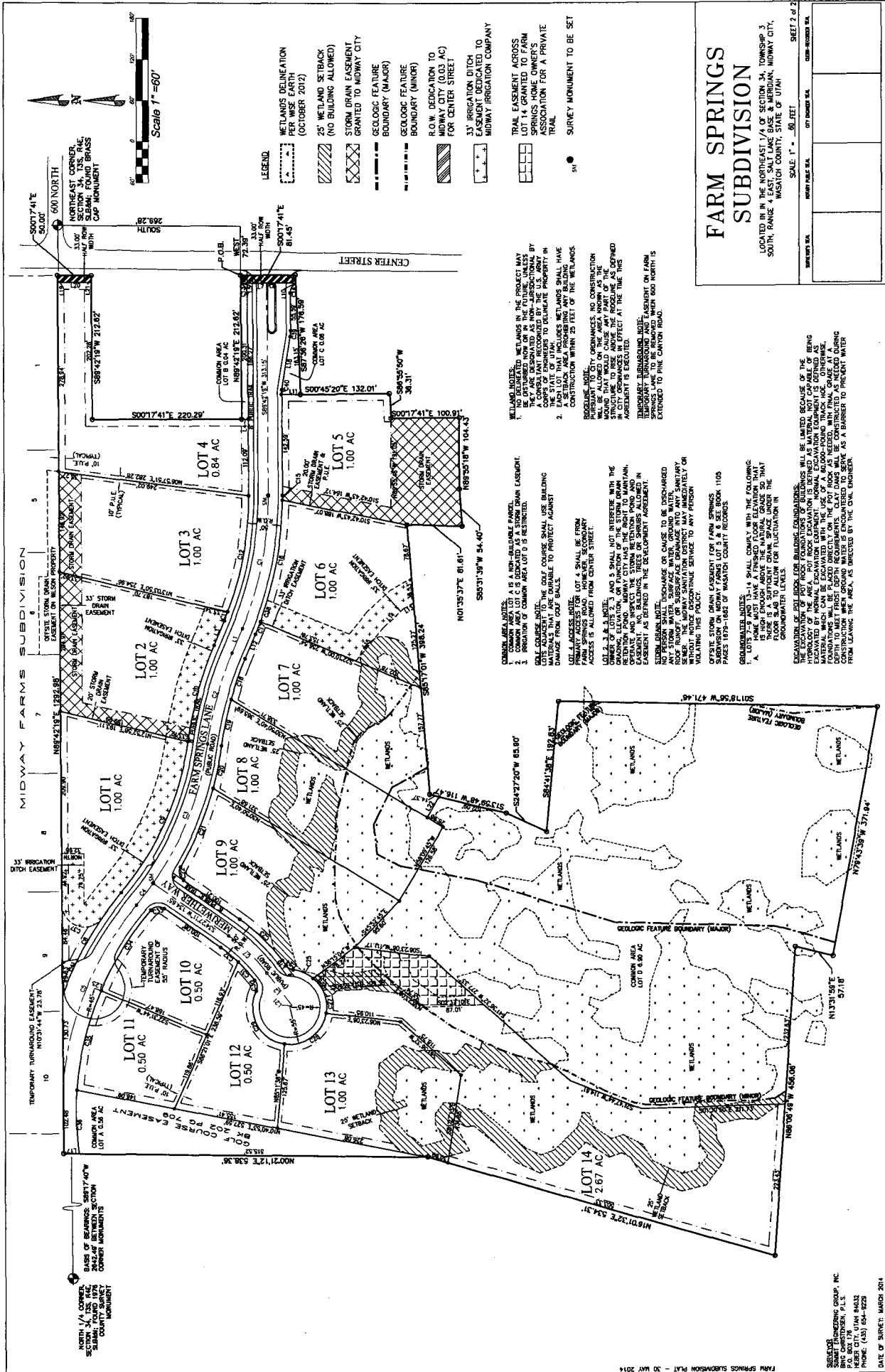
MIDWAY IRRIGATION COMPANY
 DATE: _____

MIDWAY SANITATION DISTRICT
 DATE: _____

COUNTY RECORDER
 DATE: _____

COUNTY SURVEYOR'S CERTIFICATE
 APPROVED AS TO FORM ON THIS _____ DAY OF _____, 20____
 _____ COUNTY SURVEYOR

SIEMENS ENGINEERING GROUP, INC.
 BRUCE CHRISTENSEN, P.L.S.
 1425 WEST 1000 SOUTH, SUITE 100
 MIDWAY CITY, UTAH 84032
 (435) 834-8229
 DATE OF SURVEY: MARCH 2014



FARM SPRINGS SUBDIVISION

LOCATED IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, MOWDAY CITY, WASATCH COUNTY, STATE OF UTAH

SCALE: 1" = 60' FEET

SHEET 2 OF 2

PREPARED BY: [Redacted]

CITY NUMBER: 04

CDM NUMBER: 04

WETLAND NOTES:

1. WETLANDS IN THIS PROJECT MAY NOT BE DEFINED AS WETLANDS UNDER FEDERAL OR STATE REGULATIONS. THEY ARE DESIGNATED AS NON-REGULATORY WETLANDS BY THE STATE OF UTAH. THE DESIGNATION OF WETLANDS IS FOR THE PURPOSES OF THE UTAH WETLANDS ACT AND DOES NOT CONSTITUTE A STATEMENT OF WHETHER OR NOT WETLANDS ARE PROHIBITED BY FEDERAL OR STATE REGULATIONS. CONSTRUCTION WITHIN 25 FEET OF THE WETLANDS BOUNDARY IS PROHIBITED.
2. A 25' STRIP, USE A PROHIBITING ANY BUILDING CONSTRUCTION WITHIN 25 FEET OF THE WETLANDS BOUNDARY.

IRRIGATION DITCH NOTES:

IRRIGATION DITCH CONSTRUCTION, NO CONSTRUCTION SHALL BE ALLOWED ON THE AREA KNOWN AS THE "IRRIGATION DITCH" UNLESS THE DITCH IS A STRUCTURE TO RISE ABOVE THE FLOODLINE AS DEFINED IN THE UTAH WETLANDS ACT. ANY CONSTRUCTION SHALL BE SUBJECT TO THE UTAH WETLANDS ACT. TEMPORARY BURROWING AND EASEMENT ON FARM EASEMENT TO PINE CANYON ROAD.

COMMON AREA NOTES:

1. COMMON AREA LOT 14 IS A NON-BUILDABLE PARCEL.
2. REMOVAL OF COMMON AREA LOT 14 IS RESTRICTED.

GEOLGIC FEATURE NOTES:

LOT 14 GRANTED TO FARM SPRINGS HOME OWNER'S ASSOCIATION FOR A PRIVATE TRAIL

LOT 14 ACCESS NOTE:

LOT 14 ACCESS FOR LOT 14 SHALL BE FROM CENTER STREET. ACCESS IS ALLOWED FROM CENTER STREET.

LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 NOTES:

OWNER OF LOTS 2, 3, AND 5 SHALL NOT INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE STORM DRAINAGE POND AND STORM DRAINAGE SYSTEM. OWNER SHALL MAINTAIN AND OPERATE AND INSPECT THE STORM DRAINAGE POND AND STORM DRAINAGE SYSTEM. OWNER SHALL MAINTAIN AND OPERATE AND INSPECT THE STORM DRAINAGE POND AND STORM DRAINAGE SYSTEM. OWNER SHALL MAINTAIN AND OPERATE AND INSPECT THE STORM DRAINAGE POND AND STORM DRAINAGE SYSTEM.

STORM DRAINAGE NOTES:

STORM DRAINAGE SHALL BE CONSTRUCTED AS SHOWN. ANY STORM WATER, SURFACE WATER, GROUND WATER, ROOF RUNOFF, OR SUBSURFACE DRAINAGE INTO ANY SANITARY OR SEWERAGE SYSTEM SHALL BE PROHIBITED. ANY VIOLATION OF THIS POLICY SHALL BE SUBJECT TO ENFORCEMENT.

OFFSITE STORM DRAINAGE EASEMENT FOR FARM SPRINGS SUBDIVISION:

PARCELS 1879-1882 OF WASATCH COUNTY RECORDS

CONSTRUCTION NOTES:

1. LOTS 7-9 AND 13-14 SHALL COMPLY WITH THE FOLLOWING: HOME MUST HAVE A FINISHED FLOOR ELEVATION THAT IS AT LEAST 1 FOOT ABOVE THE FINISHED FLOOR ELEVATION OF THE ADJACENT GROUNDWATER LEVELS.

EXCAVATION OF POT HOLE FOR BUILDING FOUNDATIONS:

THE EXCAVATION OF POT HOLE FOR BUILDING FOUNDATIONS SHALL BE LIMITED BECAUSE OF THE PRESENCE OF WETLANDS. EXCAVATION SHALL BE LIMITED TO THE DEPTH OF THE POT HOLE. EXCAVATION SHALL BE LIMITED TO THE DEPTH OF THE POT HOLE. EXCAVATION SHALL BE LIMITED TO THE DEPTH OF THE POT HOLE.

DATE OF SURVEY: MARCH 2014

PREPARED BY: [Redacted]

CITY NUMBER: 04

CDM NUMBER: 04