

WHEN RECORDED MAIL TO:

Edge Preserve, LLC
482 West 800 North, Suite 203
Orem, Utah 84057
Attn: Brandon Watson

PARCEL I.D. #'s: 45:455:0030, 40:455:0026

18' WATER LINE EASEMENT

For the Sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTOR hereby grants to the Vineyard Town, a body public of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace an underground water line and related structures and facilities, collectively, hereinafter called the WATER LINE, said right-of-way and easement being situated in Utah County, State of Utah, over and through a parcel of GRANTOR's land being more particularly described as follows:

BEGINNING AT A POINT LOCATED NORTH 1685.96 FEET AND WEST 933.58 FEET FROM THE SOUTHEAST SECTION CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTHWESTERLY ALONG THE ARC OF A 1685.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N3°44'54"E) TO THE RIGHT 18.00 FEET THROUGH A CENTRAL ANGLE OF 0°36'43" (CHORD: N85°56'44"W 18.00 FEET); THENCE N4°03'16"E 103.55 FEET TO THE SOUTHERLY LINE OF THAT PERMANENT UTILITY EASEMENT IN FAVOR OF VINEYARD TOWN AS DESCRIBED IN DEED ENTRY NO. 5689:2013 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE SOUTHEASTERLY ALONG THE ARC OF A 1582.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N4°23'30"E) 18.00 FEET THROUGH A CENTRAL ANGLE OF 0°39'06" (CHORD: S85°56'03"E 18.00 FEET); THENCE S4°03'16"W 103.54 FEET TO THE POINT OF BEGINNING.

Contains approximately 1,864 Sq. Ft.

TO HAVE AND HOLD the same unto GRANTEE, its successors and assigns, with the right of ingress and egress in GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to WATER LINE, install, maintain, operate, repair, inspect, protect, remove, and replace the WATER LINE.

During construction periods, GRANTEE and its contractors may use such portion of GRANTOR's property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the WATER LINE. GRANTEE or the contractor performing the work shall restore all property through which the work traverses to as near its original condition as is reasonably possible.

GRANTOR shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to GRANTEE, provided, such use shall not interfere with the WATER LINE or any other rights granted to GRANTEE hereunder.

GRANTOR shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this right-of-way and easement and shall not change the contour thereof without the written consent of GRANTEE. Notwithstanding the preceding sentence, GRANTOR may construct, install, maintain, repair and replace improvements on, over, under, across and through this right-of-way and easement, including without limitation curbs, gutters, sidewalks, walkways, and/or roadways, underground utilities, landscaping, irrigation systems, fences, walls, temporary structures, and other similar improvements, provided that such improvements shall not unreasonably interfere with GRANTEE's use, operation, maintenance and repair of the WATER LINE.

GRANTEE shall, and does hereby, indemnify, defend and hold harmless GRANTOR, its affiliates, and the managers, members, officers, employees, legal counsel, agents, successors and assigns of any and each of them (each, including GRANTOR, an "Indemnified Party"), for, from and against any cost, expense, liability, loss, cause of action or claim which may or might arise or be incurred with respect to the exercise and/or use of the rights and privileges granted in this right-of-way and easement by GRANTEE or any other person or entity (a "Loss"). Should any Indemnified Party incur any Loss, the amount thereof, including costs, expenses and reasonable attorneys' fees, including any fees from the appeal on any judicial action, shall be immediately payable on demand with interest at the most recently applicable statutory rate of interest in the State of Utah. Notwithstanding any provision herein to the contrary, GRANTOR shall not be required to indemnify any Indemnified Party for any liability or defense of any claim arising out of or resulting from the gross negligence or willful misconduct of such Indemnified Party.

This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of GRANTOR and the successors and assigns of GRANTEE, and may be assigned in whole or in part by GRANTEE.

[Signature Page Follows]

IN WITNESS WHEREOF, GRANTOR has executed this right-of-way and easement this 19 day of May, 2016.

GRANTOR

EDGE PRESERVE, LLC
a Utah Limited Liability Company

TIMP LAND HOLDINGS, LLC
a Utah Limited Liability company

By: [Signature]
Name: Gordon Jones
Title: Manager

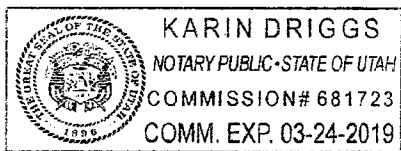
By: [Signature]
Name: Gordon Jones
Title: Manager

STATE OF UTAH)
COUNTY OF Utah) ss

The foregoing instrument was acknowledged before me this 19 day of May, 2016, by Gordon Jones, Manager of Edge Preserve, LLC, a Utah Limited Liability Company.

[Signature]
NOTARY PUBLIC
Residing at: Lehi, UT

My commission expires: 3/24/19



STATE OF UTAH)
COUNTY OF Utah) ss

The foregoing instrument was acknowledged before me this 19 day of May, 2016, by Gordon Jones, Manager of Timp Land Holdings, LLC, a Utah Limited Liability company.

[Signature]
NOTARY PUBLIC
Residing at: Lehi, UT

My commission expires: 3/24/19

