

WHEN RECORDED, RETURN TO:

Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, Utah 84111

Tax Parcel Id Nos: 27-12-453-066, 27-12-453-058, 27-12-453-059, 27-12-453-060 & 27-12-453-061

CTIA 164950-TOF

ABANDONMENT AND RELOCATION OF WATER/DITCH EASEMENTS

This Abandonment and Relocation of Water/Ditch Easement (this "*Easement*") is entered into as of January 18, 2024, by and between NELSON LATERAL DITCH USERS, an unincorporated association ("*Nelson Lateral*") and DRY CREEK LATERAL IRRIGATION COMPANY, a Utah non-profit corporation ("*Dry Creek*", or the "*Grantee*"), and RIVERDALE CENTER OWNER, L.C., a Utah limited liability company ("*Gardner*").

WHEREAS, Gardner owns certain real property (the "*Property*") located in Salt Lake County, Utah, as more particularly described in *Exhibit A* attached hereto and made a part hereof;

WHEREAS, Nelson Lateral and/or Dry Creek have recorded the following documents against the Property: (a) that certain Notice of Prescriptive Easement for Water Conveyance by The Nelson Lateral Ditch Users, an association of property owners and shareholders of the East Jordan Irrigation Company who use water diverted through the Nelson Weir, dated April 18, 2014 and recorded April 18, 2014 in the Salt Lake County Recorder's Office as Entry No. 11835853 in Book 10224 at Page 7816, and (b) that certain Notice of Prescriptive Easement dated June 26, 2018, and recorded June 26, 2018 in the Salt Lake County Recorder's Office as Entry No. 12798917 in Book 10687 at Page 7683 (the "*Existing Easements*");

WHEREAS, the Existing Easements are for the benefit of Dry Creek's shareholders;

WHEREAS, Gardner, Nelson Lateral and Grantee have agreed that (a) Nelson Lateral and Dry Creek will abandon and terminate the easements under the Existing Easements, (b) Gardner will grant a new easement over the Property to Grantee, for the benefit of Dry Creek's shareholders, in the area more particularly described on *Exhibit B* attached hereto and made a part hereof (the "*Easement Area*"), and (c) Gardner will construct the water line improvements within the Easement Area as described on *Exhibit C* (the "*Waterline Facilities*"), all on the terms and conditions more specifically set forth herein;

WHEREAS, by the execution hereof, Grantee, Nelson Lateral and Gardner desire to enter into this Easement to definitively set forth their agreements and understandings regarding the termination and abandonment of the Existing Easements and the design, construction, use, and maintenance of the Waterline Facilities.

NOW, THEREFORE, to these ends and in consideration of the promises, mutual covenants and agreements set forth below, together with the mutual benefits to be derived from this Easement, Grantee and Gardner agree as follows:

1. Termination of Existing Easements. Nelson Lateral and Grantee hereby agree that the Existing Easements, together with any other easements, rights of entry, rights of way or other claims which Nelson Lateral, Grantee, or anyone claiming by, through or under Nelson Lateral or Grantee, may have in and to the Property, other than those expressly created under this Easement, are hereby fully, finally and forever, abandoned, vacated and terminated.

2. Grant of Rights-of-Way and Easements: Limitations.

(a) Subject to the limitations set forth in this Easement, Gardner hereby grants and conveys to Grantee, for the benefit of Dry Creek's shareholders, a non-exclusive perpetual right-of-way and easement for the operation, inspection, servicing, maintenance, repair, removal and replacement of the Waterline Facilities within the Easement Area. The foregoing grants are being made on an "as-is" basis without representation or warranty of Gardner (except as otherwise provided in Section 3(g) below).

(b) Exclusive use of the Easement Area is not hereby granted to Grantee, and Gardner hereby reserves the right to make any use of the Easement Area (including, without limitation, construction of utility lines, roadways, parking areas, sidewalks and landscaping areas over the Easement Area), so long as any such use does not unreasonably interfere with the right and easement for use of the Waterline Facilities on the terms provided herein.

(c) Grantee shall not make any alteration, relocation or change to the Waterline Facilities without the written consent of Gardner, which consent shall not be unreasonably withheld, conditioned or delayed so long as such Waterline Facilities are located within the Easement Area and do not adversely affect the use and operation of the Property. In connection with obtaining such written consent, Grantee shall provide copies of Plans (defined below) to Gardner for its review and approval in accordance with Section 4(e) below.

(d) Neither Gardner nor Grantee shall permit any lien or claim of mechanics, laborers or materialmen to be filed against the Easement Area, or with respect to Grantee, any other portion of the Property, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by such party. Within ten (10) business days after the date of the filing or recording of any such lien, the party who is responsible for such lien shall cause the same to be paid and discharged of record, or, if such party contests the amount allegedly due or the right of the lienor to make its lien claim, such party shall cause a bond for at least 125% of the amount of the disputed lien claim to be issued in favor of the other party to protect the other party from any damage resulting from the lien during the entire time of any proceeding in which such party contests the lien.

(e) Gardner may, on a temporary basis, for reasonable construction, repair, maintenance of the Property, or to prevent a public dedication or the accrual of any rights to the public, close the Easement Area for access, provided that, in any such event, Gardner provides Grantee with other reasonable access to the Waterline Facilities.

3. Construction of Waterline Facilities.

(a) The Waterline Facilities shall be designed, engineered and constructed to provide water from its point of entry onto the Property in the areas shown on *Exhibit "C"* and across the Easement Area and to the area located off of the Property, in all such cases, substantially as described and depicted on attached *Exhibit "C"*.

(b) The Waterline Facilities shall be designed by Ensign Engineering and Land Surveying Incorporated (the "*Project Architect*") and shall comply with applicable laws. The Waterline Facilities will be designed in a manner to allow reasonable access to the Waterline Facilities in order to perform the maintenance and repair obligations hereunder, including, without limitation, access to clear any debris or blockage of such Waterline Facilities.

(c) Grantee hereby appoints Richard G. Nielson ("*Grantee's Representative*") as its attorney in fact to bind Grantee in all matters related to the Waterline Facilities and this Easement without any further action required on behalf of Grantee. Grantee may change the identity of Grantee's Representative by delivering written notice to Gardner.

(d) Notwithstanding the provisions of Section 1 above, Grantee shall continue to be entitled to use the ditch within the areas subject to the Existing Easements (the "*Existing Facilities*") until Gardner has completed the construction of the Waterline Facilities. Gardner will not remove the Existing Facilities until Gardner has completed the Waterline Facilities. Once Gardner has completed the Waterline Facilities, Gardner will be entitled to remove the Existing Facilities.

(e) At such time as is appropriate for Gardner based on Gardner's development of the Property, Gardner will, at Gardner's sole cost and expense, construct the Waterline Facilities in a good and workmanlike manner, in compliance with applicable laws and substantially as shown on *Exhibit "C"*. During construction of the Waterline Facilities, Gardner will allow Grantee to inspect the Waterline Facilities at any time convenient to both Grantee and Gardner. If, in inspecting the construction of the Waterline Facilities, Grantee determines the Waterline Facilities are not being constructed substantially as shown on *Exhibit "C"*, Grantee may deliver written notice to Gardner specifying, in reasonable detail, how such Waterline Facilities do not conform with *Exhibit "C"* (a "*Construction Defect Notice*"). Within ten (10) business days after receipt of a Construction Defect Notice, Gardner shall forthwith take such steps as shall be necessary to verify such assertion. If Gardner does not agree that a deviation, deficiency or omission exists, it shall so notify Grantee within ten (10) business days after receipt of a Construction Defect Notice. If the parties are not able to agree whether a deviation, deficiency or omission exists, such disagreement shall be promptly submitted to and resolved by the Project Architect. If a Construct Defect Notice is submitted to the Project Architect, the Project Architect will make the final determination whether the Waterline Facilities are being constructed substantially in accordance with *Exhibit "C"*. To the extent the Project Architect determines a deviation, deficiency or omission does in fact exist, Gardner shall promptly correct, or cause to be corrected, any such deviation, deficiency or omission identified by the Project Architect.

(f) Upon the completion of the construction of such Waterline Facilities, Gardner will cause the Project Architect to deliver to Grantee's Representative a certificate of substantial completion ("*Certificate*") confirming that such Waterline Facilities have been constructed in accordance with the requirements of this Easement. Grantee shall not be required to accept the Certificate until Grantee has been allowed a reasonable opportunity during the Irrigation Season (defined below) to run up to seven (7) cubic feet per second of water through the Waterline Facilities (the "*Test Flow*"). For purposes hereof, the term "*Irrigation Season*" means the period of April 1 – October 15 of the calendar year in which such Certificate is delivered to Grantee; provided, if such Certificate is delivered at least thirty (30) days prior to the expiration of an Irrigation Season and water is still available from East Jordan Irrigation Company, such Test Flow shall be conducted during the Irrigation Season in which such Certificate is delivered. If such Certificate is delivered before or after an Irrigation Season, such Test Flow shall be conducted in the next Irrigation Season. If the Waterline Facilities overflow during the Test Flow, Gardner shall make such modifications to the Waterline Facilities as are necessary until the Waterline Facilities are able to complete the Test Flow without flooding. If the Waterline Facilities do not overflow during the Test Flow, Grantee shall be deemed to have accepted the Certificate. If water is available from East Jordan Irrigation Company but Grantee fails to conduct the Test Flow during the applicable Irrigation Season, Grantee shall be deemed to have accepted the Certificate. The Test Flow may be scheduled at any time during the Irrigation Season (as provided above) when Grantee is able to divert water through the Waterline Facilities. Upon completion of such Waterline Facilities and acceptance or deemed acceptance of the Certificate of Grantee, such Waterline Facilities shall be deemed to be the property of Grantee and Gardner shall have no further obligations with respect to the construction of such Waterline Facilities, except those which are expressly set forth in this Easement. Such Waterline Facilities shall be deemed to be conveyed to Grantee in their "as-is" condition without any representation or warranty by Gardner (except as provided in Section 3(g) below), provided, however, Gardner will assign to Grantee any warranties obtained by Gardner from the contractor constructing the Waterline Facilities.

(g) In the event that the construction of the Waterline Facilities is defective, for a period of one (1) year from completion of the Waterline Facilities, to the extent not covered by warranties

obtained by Gardner and assigned to Grantee (in which event Grantee shall look to such warranties), Gardner shall repair such defective work at its own cost and expense.

4. Maintenance and Maintenance Expenses.

(a) Following the completion of the construction of the Waterline Facilities and acceptance or deemed acceptance of the Certificate by Grantee, Gardner shall be responsible to maintain in good condition and repair, or cause to be maintained and kept in repair, the Waterline Facilities at Grantee's cost and expense (except as otherwise expressly provided herein). Notwithstanding the foregoing, in the event the Waterline Facilities are damaged by Gardner or its employees, agents, contractors or invitees, Gardner shall be solely responsible for the repair of any such damage.

(b) If Gardner is required to remove any sidewalks, roadways or landscaping (the "*Hardscape Improvements*") from the areas more particularly described on *Exhibit "D"* attached hereto (the "*Hardscape Area*"), in order for Gardner to perform its repair and maintenance obligations hereunder, Gardner shall be responsible for the costs and expenses of removing, repairing and replacing the Hardscape Improvements in the Hardscape Area (but not any other maintenance or repair costs, which shall remain the responsibility of Grantee). In addition, if the Waterline Facilities settle such that the unobstructed Waterline Facilities cannot accommodate seven (7) cubic feet per second of water through the Waterline Facilities, Gardner shall, at Gardner's sole cost and expense, make such alterations to the Waterline Facilities as are necessary to cause the Waterline Facilities to accommodate seven (7) cubic feet per second of water through the Waterline Facilities. In the event Gardner performs any repair, replacement or maintenance of the Waterline Facilities, Grantee shall reimburse Gardner for the actual out of pocket costs incurred by Gardner in connection with such repair, replacement or maintenance of the Waterline Facilities (except to the extent of those costs which are expressly required to be paid by Gardner pursuant to the terms of this Easement). If Grantee is required to reimburse Gardner for its costs and expenses hereunder, such reimbursement shall be made within ten (10) days of Gardner's written demand, which written demand shall include invoices evidencing such actual out of pocket costs. If Grantee fails to reimburse Gardner within such ten (10) day period, in addition to Gardner's remedies pursuant to Section 4(h) below, amounts owed to Grantee will bear interest at a rate of twelve percent (12%) per annum calculated from the date incurred until paid in full. Without limiting the generality of the foregoing, in the event the Waterline Facilities are relocated outside of the Hardscape Area by any governmental authority or other person or entity (other than Gardner), the provisions of this subsection (b) will not apply to the Waterline Facilities to the extent such Waterline Facilities are located outside of the Hardscape Area. Notwithstanding the foregoing provisions of this subsection 4(b) to the contrary, if the Waterline Facilities are damaged (i) by Grantee or its employees, agents, contractors or invitees, or (ii) as a result of Grantee's failure to perform its repair and maintenance obligations hereunder, in either such case, Grantee shall be solely responsible for all costs and expenses to repair of any such damage (including all costs related to the repair and removal of the Hardscape Improvements).

(c) The obligation to maintain, repair and keep in repair the Waterline Facilities shall, without limiting the generality thereof, include: (i) maintaining the Waterline Facilities in good working order and in a condition that does not cause any flooding or damage to the Property or any improvement therein; (ii) removing all debris, snow, ice, filth and refuse stuck within the facilities to prevent any flooding or damage to all or any portion of the Property; (iii) repairing and replacing, when necessary, the Waterline Facilities; and (iv) restoring and repairing any damages to all or any portion of the Property caused by Gardner performing, or failing to perform, its repair and maintenance obligations hereunder.

(d) If Grantee exercises its rights under Section 4(g) below, prior to performing routine maintenance or repair work on the Water Facilities which does not require any damage to or removal of any improvements on the Property, Grantee shall give Gardner at least fourteen (14) days prior written notice; provided, no notice will be required in the event such maintenance or repair is necessary to prevent imminent harm to person or property. Prior to performing maintenance or repair

work on the Water Facilities during the Irrigation Season, Gardner shall give Grantee at least fourteen (14) days prior written notice; provided, no notice will be required in the event such maintenance or repair is necessary to prevent imminent harm to person or property.

(e) If Grantee desires to alter, relocate or change the Waterline Facilities, or if Grantee exercises its rights under Section 4(g) below, and performs any maintenance or repair work which requires the alteration of or damage to any portion of the Property or any improvements thereon, Grantee shall deliver to Gardner the plans (including plans and specifications and a construction schedule) detailing such work (the "*Plans*") for Gardner's approval, which approval will not be unreasonably withheld, conditioned or delayed so long as such the work contemplated by such Plans does not unreasonably interfere with the use and operation of the Property. The Plans shall be provided to Gardner at least thirty (30) days prior to the initiation of such work, with written notice provided to Gardner of the anticipated date the work will begin; provided, no Plans or notice will be required in the event such repair or replacement is necessary to prevent imminent harm to person or property. Any changes made or requested to be made to the Waterline Facilities by Grantee shall be performed by Grantee at Grantee's sole cost and expense.

(f) The operation, maintenance, inspection, repair and replacement of the Waterline Facilities described in this section: (i) shall not unreasonably interfere with the use of the Property or with the normal operation of any business on the Property (unless agreed to by the owner of the Property); (ii) shall not limit the use of the Easement Area beyond the extent necessary to complete the maintenance, repair or replacement of the Waterline Facilities; (iii) shall be performed without cost or expense to Gardner (except as otherwise expressly provided herein), (iv) shall be performed in a good and workmanlike manner, with due care, and in compliance with all applicable laws, and (v) shall be done in accordance with the Plans, to the extent required by subsection 4(d) above.

(g) If Gardner fails to perform its obligations hereunder and such failure continues for thirty (30) days after written notice from Grantee, Grantee may, upon delivering prior written notice to Gardner, perform such obligations on Gardner's behalf and as required herein; provided, in the event of an emergency, including, as is necessary to prevent imminent damage or harm to any person or property, Grantee shall not be required to provide notice. If Grantee exercises its rights under this subsection (g), Gardner shall, within ten (10) days of Grantee's written demand, which written demand shall include supporting invoices, reimburse Grantee for the actual out of pocket costs incurred by Grantee in performing such obligations. If Gardner fails to reimburse Grantee within such ten (10) day period, amounts owed to Grantee will bear interest at a rate of twelve percent (12%) per annum calculated from the date incurred until paid in full.

(h) If Grantee is required to reimburse Gardner for costs and expenses hereunder, and such amounts are not paid when due, such amounts are secured by a lien against Grantee's interest in the Waterline Facilities and the Easement Area. Such lien shall be evidenced by a notice of lien recorded by Gardner in the Salt Lake County Recorder's Office. A copy of such notice of lien shall be given to Grantee within ten (10) days following recordation. Such notice of lien shall set forth the unpaid amount, the date such amount was due and shall be signed and acknowledged by Gardner. Such lien may be enforced by sale or foreclosure by Gardner, who is hereby appointed as trustee for Grantee, conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure of deeds of trust or mortgages, nonjudicial foreclosure of assessment liens, or in any other manner permitted by law including, without limitation, the method recognized under the laws of the State of Utah for the enforcement of a mechanics lien, Utah Code Title 38, Chapter 1, as amended from time to time.

5. **Indemnity.** Grantee will indemnify, defend and hold Gardner and its employees, agents, contractors, tenants, subtenants, guests and invitees harmless from any losses, costs, damages, claims, liabilities or expenses incurred by Gardner or any of its employees, agents, contractors, tenants, subtenants, or invitees arising out of Grantee's failure to perform its obligations under this Easement, provided, however, the foregoing will not extend to (a) any damage to the Waterline Facilities caused by

the negligent acts or omissions of Gardner or its employees, agents, contractors, tenants, subtenants or invitees, or (b) any losses, costs, damages, claims, liabilities or expenses incurred by Gardner as a result of (i) Gardner's failure to construct the Waterline Facilities in accordance with *Exhibit "C"*, (ii) a settlement of the Waterline Facilities such that the unobstructed Waterline Facilities cannot accommodate seven (7) cubic feet per second of water through the Waterline Facilities, or (iii) Gardner's failure to perform its repair and maintenance obligations hereunder.

6. **Authority.** Each party hereto represents and warrants that it has the right, power, legal capacity, authority, and means to enter into and perform this Easement and that, to their respective knowledge, the same will not contravene or result in the violation of any agreement, law, rule, or regulation to which any such party may be subject. Without limiting the generality of the foregoing, the parties signing below on behalf of Grantee hereby represent and warrant to Gardner that such party or parties are all of the parties comprising the party(ies) claiming rights pursuant to the Existing Easements and no additional consent or authorization for any other party is required for the termination of the Existing Easements.

7. **Failure to Perform; Remedies.** In the event that Grantee fails to perform when due any act or obligation required by this Easement to be performed by Grantee, Gardner, in addition to and not in lieu of any other remedies available at law or in equity or in this Easement, shall be entitled to file a suit in equity to enjoin Grantee from such breach or threatened breach and/or for the specific performance of Grantee's obligations under this Easement. In the event Gardner fails to perform when due any act or obligation required by this Easement to be performed by Gardner, Grantee, in addition to and not in lieu of any other remedies available at law or in equity, shall be entitled to file a suit in equity to enjoin Gardner from such breach or threatened breach and/or for the specific performance of Gardner's obligations under this Easement. The foregoing will be in addition to, and not in limitation of, any rights or remedies expressly granted by this Easement.

8. **Limitation on Authority.**

(a) Gardner's intent is only to construct the Waterline Facilities as contemplated hereunder and Gardner is not to be deemed or construed as the agent or joint venturer of Grantee in any respect, all other provisions of this Easement notwithstanding. Gardner has not and does not hereby assume or agree to assume any liability whatsoever of Grantee and Gardner does not assume or agree to assume any obligation of Grantee under any contract, agreement, indenture, or any other document to which Grantee may be a party or by which Grantee is or may be bound, or which in any manner affects the Existing Facilities, the Waterline Facilities or Grantee, except as expressly agreed to by Gardner in this Easement.

(b) Grantee is not to be deemed or construed as the agent or joint venturer of Gardner in any respect, all other provisions of this Easement notwithstanding. Grantee has not and does not hereby assume or agree to assume any liability whatsoever of Gardner and Grantee does not assume or agree to assume any obligation of Gardner under any contract, agreement, indenture, or any other document to which Gardner may be a party or by which Gardner is or may be bound, or which in any manner affects the Gardner Property or any part thereof, except as expressly agreed to by Grantee in this Easement.

9. **Notices.** All communications, consents, and other notices provided for in this Easement shall be in writing and shall be effective on the date hand delivered, sent by facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

(a) If to Gardner, to:

c/o KC Gardner Company, L.C.
201 South Main Street, Suite 2000
Salt Lake City, Utah 84111
Attention: President

with a simultaneous copy to:

Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, Utah 84111
Attention: Lamont Richardson, Esq.

or to such other address as Gardner may designate to Grantee, in writing.

(b) If to Grantee, to:

Dry Creek Lateral Irrigation Company
561 West 10000 South
South Jordan, Utah 84095
Attention: Richard G. Nielson

with a simultaneous copy to:

Smith Hartvigsen, PLLC
257 East 200 South, Suite 500
Salt Lake City, Utah 84111
Attention: Peter Gessel, Esq.

or to such other address as Grantee may designate to Gardner, in writing, provided, in no event will Grantee be permitted to appoint more than one (1) party to receive notice above. Notwithstanding the provisions of this Easement to the contrary, (a) any notice delivered by Gardner shall be deemed delivered to all Grantees if it is delivered to the Grantee Representative, and Gardner need not send a copy of such notice to any other Grantee in order for it to be effective, and (b) any consent or approval by the Grantee Representative shall be binding on all of the Grantees.

10. Miscellaneous Provisions.

(a) This Easement shall be interpreted in accordance with the laws of the State of Utah. The recital paragraphs set forth above are hereby expressly incorporated in and made a part of this Easement, however, the paragraph headings and titles are not part of this Easement, having been inserted for reference only, and shall have no effect upon the construction or interpretation hereof.

(b) The waiver by either party hereto of a breach of any term or condition of this Easement shall not constitute a waiver of any further breach of a term or condition. As concerns all matters of performance agreed hereunder, it is covenanted by the parties that time is strictly of the essence.

(c) This Easement constitutes the entire agreement between the parties pertaining to the subject matter contained in such documents, which supersede all prior and contemporaneous agreements, representations and understandings of the parties with respect thereto. No supplement, modification or amendment of this Easement shall be binding unless executed in writing by all parties.

No waiver of any of the provisions of this Easement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed, in writing, by the party making the waiver.

(d) This Easement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The recitals stated above and the exhibits attached to this Easement shall be and hereby are incorporated in and an integral part of this Easement by this reference.

(e) This Easement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and the Gardner Property and the parties hereto shall be subject to the easements, covenants, restrictions and charges set forth herein, which shall run with the Gardner Property and shall be binding upon Dry Creek's shareholders and all parties having or acquiring any right, title or interest in the Gardner Property, or any part thereof, by, through or under Gardner.

(f) In the event that any provision of this Easement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Easement.

(g) In the event of default by either party, or if any action is brought because of any breach of or to enforce or interpret any of the provisions of this Easement, the defaulting party or the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in the enforcement of or the termination of this Easement.

(h) If there is or comes to be more than one party that constitutes Gardner hereunder (i) their obligations shall be joint and several, and (ii) any notice required or permitted to be given by or to Grantee may be given by or to any one of those parties and shall have the same force and effect as if given by or to all of them. If there is or comes to be more than one party that constitutes Grantee hereunder (x) their obligations shall be joint and several, and (y) Any notice required or permitted to be given by or to Gardner shall be subject to the provisions of Section 9.

(i) Concurrently with the execution and delivery of this Easement, this Easement shall be recorded in the official real estate records of Salt Lake County, Utah.

(j) In the event Grantee has no further right to receive water based on shares of stock in East Jordan Irrigation Company, the rights and obligations of Grantee in and to the Easement Area and the Waterline Facilities shall terminate and be of no further force and effect.

[signatures and acknowledgments on following page]

IN WITNESS WHEREOF, Gardner and Grantee have executed this Easement to be effective as of the date first written above.

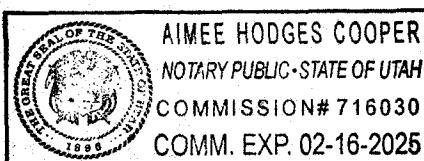
RIVERDALE CENTER OWNER, L.C., a Utah limited liability company, by its manager

By: KC Gardner Company, L.C., a Utah limited liability company

By: Christina Gau
Print Name: Christina Gau
Its: Manager

STATE OF UTAH)
COUNTY OF SALT LAKE) : ss

On this 6th day of MARCH, 2024, personally appeared before me
CHRISTIAN GARDNER, Manager of KC Gardner Company, L.C., a Utah limited liability company, the
Manager of RIVERDALE CENTER OWNER, L.C., a Utah limited liability company.

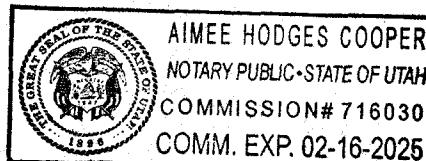


NELSON LATERAL DITCH USERS, an unincorporated association

By: Richard J. Fields
Print Name: Richard J. Fields
Its: Wren Master

STATE OF UTAH)
COUNTY OF SALT LAKE) : ss

On this 10th day of MARCH, 2024, personally appeared before me
RICHARD NELSON, P.A. of NELSON LATERAL DITCH USERS, an unincorporated
association, who executed the foregoing as an authorized representative of said association.

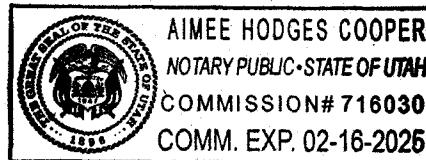


DRY CREEK LATERAL IRRIGATION COMPANY, a Utah corporation

By: Richard G. Nielson
Print Name: Richard G. Nielson
Its: Plaza de la

STATE OF UTAH)
COUNTY OF SALT LAKE) : ss.

On this 6th day of March, 2024, personally appeared before me RICHARD NIELSON, President of DRY CREEK LATERAL IRRIGATION COMPANY, a Utah non-profit corporation, who executed the foregoing as an authorized representative of said corporation.



Richard G. Nielson
RICHARD GARY NIELSON, an individual

STATE OF UTAH)
COUNTY OF SALT LAKE) : ss.

On this 6th day of March, 2024, personally appeared before me Richard Gary Nielson, who executed the foregoing instrument.

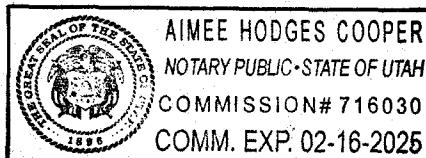


EXHIBIT "A"

(Description of Gardner Property)

Property located in Salt Lake County, Utah more particularly described as follows:

A parcel of land, located in the Southeast quarter of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, in the City of Sandy, Salt Lake County, Utah described as follows:

Beginning at a point which lies North 89°51'37" East 92.36 feet to a monument marking the centerline of State Street, North 00°08'34" West along the monument line in State Street, 1,296.656 feet, South 89°56'30" West 2,309.468 feet, South 03°49'28" East 313.06 feet to the Northwest corner of Lot 7, Sandy City Centre Final Plat First Amendment and Extended, according to the official plat thereof which was recorded October 27, 2004 as Entry No. 9207823 in Book 2004P of Plats at Page 315 in the Office of the Salt Lake County Recorder from the Southeast corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 89°56'08" East 373.84 feet along the northerly boundary line of said Lot 7; thence South 00°00'36" West 14.26 feet; thence South 21°12'47" West 7.84 feet; thence Southwesterly 200.59 feet along the arc of a 545.00 foot radius curve to the left (center bears South 68°46'43" East and the chord bears South 10°40'39" West 199.46 feet with a central angle of 21°05'16"); thence South 00°08'41" West 326.45 feet; thence North 88°47'44" West 149.92 feet; thence North 89°44'24" West 148.83 feet; thence North 03°33'44" West 350.32 feet to the Southwest corner of said Lot 7; thence North 03°49'48" West 190.56 feet along the Westerly boundary line of said Lot 7 to the point of beginning.

EXHIBIT "B"

(Description of Easement Area)

A parcel of land, located in the Southeast quarter of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, in the City of Sandy, Salt Lake County, Utah described by metes and bounds as follows:

Beginning at a point which lies North 89°51'37" East 92.36 feet to a monument marking the centerline of State Street, North 00°08'34" West along the monument line in State Street, 1296.656 feet, South 89°56'30" West 2309.468 feet, South 03°49'28" East 503.616 feet to the Southwest corner of Lot 7, Sandy City Centre Final Plat First Amendment and Extended, according to the official plat thereof which was recorded October 27, 2004 as Entry No. 9207823 in Book 2004P of Plats at Page 315 in the office of the Salt Lake County Recorder and South 03°32'28" East 187.74 feet and North 88°31'57" West 0.22 feet from the Southeast corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 88°31'57" East 15.32 feet;
thence South 07°56'42" East 133.78 feet;
thence South 89°10'51" East 260.36 feet;
thence North 00°08'41" East 143.21 feet;
thence North 00°35'55" West 122.89 feet;
thence South 89°40'00" East 16.59 feet to the Westerly Right-of-Way Line of Monroe Street;
thence South 00°08'41" West 281.21 feet along said Westerly Right-of-Way Line;
thence North 89°10'51" West 288.40 feet;
thence North 07°56'42" West 133.93 feet;
thence North 88°31'57" West 1.26 feet;
thence North 03°39'00" West 15.06 feet to the point of beginning.

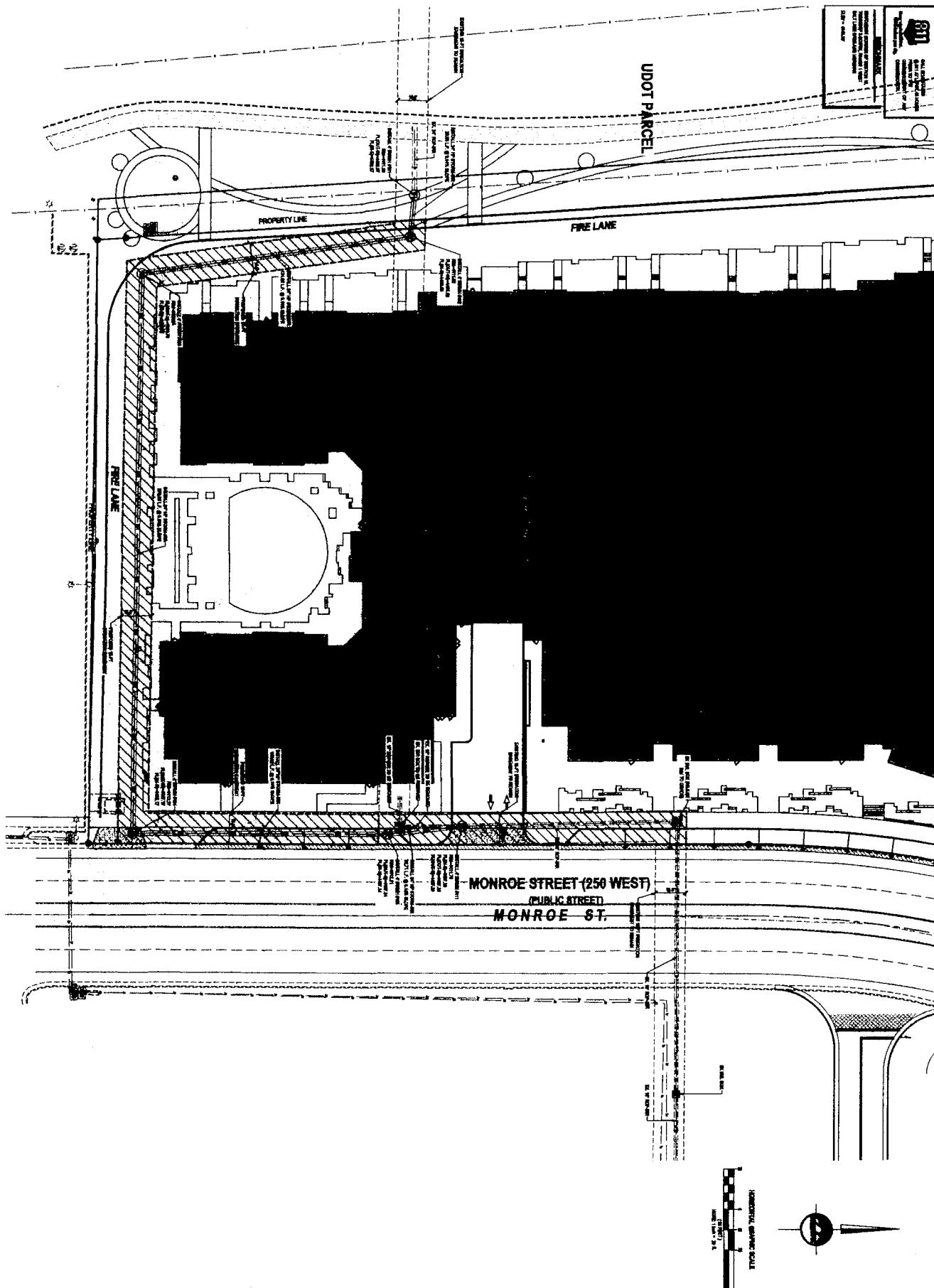
Contains 10,451 Square Feet or 0.240 Acres

EXHIBIT "C"

(Depiction of Waterline Facility and Connections)

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SANDY SHULSEN MIXED USE

10300 SOUTH MONROE STREET
SANDY, UTAH



EX-10

ENSIGN

EXHIBIT "D"

(Hardscape Area)

Property located in Salt Lake County, Utah more particularly described as follows:

A parcel of land, located in the Southeast quarter of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, in the City of Sandy, Salt Lake County, Utah described by metes and bounds as follows:

Beginning at a point which lies North 89°51'37" East 92.36 feet to a monument marking the centerline of State Street, North 00°08'34" West along the monument line in State Street, 1296.656 feet, South 89°56'30" West 2309.468 feet, South 03°49'28" East 503.616 feet to the Southwest corner of Lot 7, Sandy City Centre Final Plat First Amendment and Extended, according to the official plat thereof which was recorded October 27, 2004 as Entry No. 9207823 in Book 2004P of Plats at Page 315 in the office of the Salt Lake County Recorder and South 03°32'28" East 202.80 feet and South 88°31'57" West 0.79 feet from the Southeast corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 88°31'57" East 15.11 feet;
thence South 05°31'14" East 123.11 feet;
thence South 89°54'51" East 248.78 feet;
thence North 00°10'43" East 116.23 feet;
thence South 88°31'57" East 15.00 feet;
thence South 00°10'43" West 130.87 feet;
thence North 89°54'51" West 277.36 feet;
thence North 05°31'14" West 138.55 feet to the point of beginning.

Contains 7,762 Square Feet or 0.178 Acres