

When Recorded, Mail to:

Corporation of the Presiding Bishop of
The Church of Jesus Christ of Latter-day Saints
c/o Property Reserve, Inc..
Attn.: Bryan Bayles
79 S. Main St., Ste. 700
Salt Lake City, Utah 84111

Parcel No. 12-025-0014

(Space above for Recorder's use only)

IRRIGATION EASEMENT AGREEMENT

THIS IRRIGATION EASEMENT AGREEMENT ("Agreement") is made and entered into as of the 16th day of September, 2015, by and among, NINIGRET CONSTRUCTION COMPANY NORTH L.C., a Utah limited liability company, NINIGRET NORTH 4, L.C., a Utah limited liability company (collectively, "Ninigret"), and CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("CPB"), with reference to the following facts and circumstances:

A. Ninigret is the owner of certain real property located in Davis County, Utah (the "Ninigret Property"). The Ninigret Property is specifically described on Exhibit A, attached hereto and made a part hereof.

B. CPB owns certain real property located adjacent to the Ninigret Property (the "CPB Property"). The CPB Property is specifically described on Exhibit B, attached hereto and made a part hereof.

C. CPB desires an irrigation easement under, on, over, and across a portion of the Ninigret Property, and Ninigret and CPB desire to enter into this Agreement to describe the terms and conditions of CPB's easement over the Ninigret Property for the use and operation of the irrigation pipelines.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Ninigret hereby grants to CPB, for the benefit of the CPB Property, a perpetual, non-exclusive easement (the "Easement") ten (10) feet in width, being more particularly described on Exhibit C and depicted on Exhibit D attached

hereto and made a part hereof (the "Easement Area"), for the purposes of: (i) conveying irrigation water through the irrigation pipelines constructed and installed by Ninigret on the Ninigret Property (the "Irrigation Pipelines"); and (ii) maintaining, replacing, repairing, constructing, and otherwise using the Irrigation Pipelines. Ninigret conveys the Easement subject to easements, rights, rights-of-way, reservations, reservations in patents, conditions, restrictions, covenants and taxes and assessments of record or enforceable at law or in equity. Notwithstanding the foregoing, this Easement shall not be subject or subordinate to any mortgage or financing that may pertain to the Easement Property.

2. Release of Rights. CPB hereby forever releases and relinquishes any and all rights in the Ninigret Property for the conveyance of Irrigation Water except as expressly described herein.

3. Rights and Obligations of Ninigret. Ninigret will construct, at its sole cost and expense, the Irrigation Pipelines within the Easement Area in accordance with the mutually agreed upon plans and specifications. Ninigret, for itself and its successors and assigns, shall have the following rights: (i) the right to bury the Irrigation Pipelines; and (ii) the right to use the Easement Area for any use not inconsistent with CPB's permitted uses under this Agreement, which shall include, but not be limited to, the right to use the Easement Area: (aa) for pedestrian and vehicular ingress to and egress; and (bb) for the construction, use, and maintenance of railroad tracks, and the placement and maintenance of landscaping, trees, signs, light standards, sidewalks, curbs and gutters, ditches, irrigation pipes and related appurtenances, fences, and asphalt roadways and driveways. Notwithstanding anything stated herein, Ninigret will not restrict the flow of water flowing through the Irrigation Pipelines at such times as the Irrigation Pipelines contain flowing irrigation water.

4. Maintenance of the Irrigation Pipelines. CPB or its successor or assign will perform standard operating maintenance procedures on the Irrigation Pipelines comparable to that performed on other irrigation pipelines in similarly situated circumstances. Should CPB or its successor or assign fail to maintain the Irrigation Pipelines in good order and condition, Ninigret, or its successors and assigns, shall have the right, but not the obligation, to maintain and repair the Irrigation Pipelines, in which case CPB or its successor or assign will immediately reimburse Ninigret, or its successors and assigns, for its costs incurred in doing the same. Should the maintenance or repair of the Irrigation Pipelines require the removal of permanent improvements located directly above the Irrigation Pipelines, CPB and its successors and assigns will not be required to repair or replace any of the permanent improvements installed directly above the Irrigation Pipelines. Notwithstanding the foregoing, Ninigret shall be responsible to maintain and repair any damage to the Irrigation Pipelines and/or other improvements within the Easement Area to the extent such damage was caused by Ninigret, its agents, representatives, contractors, invitees, permittees, or the successors-in-interest of any of the foregoing.

5. Indemnification. Ninigret and its successors and assigns hereby agree to indemnify, defend and hold harmless CPB from and against claims for (i) damage to

property or (ii) personal injury, directly caused by or arising out of malfunctions or improper maintenance of the Irrigation Pipelines caused by initial construction of the Irrigation Pipelines or the placement by Ninigret of improvements within the Easement Area. This indemnity shall not apply to any intentional act or negligence of CPB. CPB and its successors and assigns hereby agree to indemnify, defend and hold harmless Ninigret and its successors and assigns from and against claims arising from CPB's use of the Easement. This indemnity by CPB shall not apply to any intentional act or negligence of Ninigret or its successors and assigns.

6. Insurance. At all times while this Agreement is in effect, CPB shall maintain a policy of general liability insurance with respect to the Easement Area and CPB's activities thereon, written on an occurrence basis and including contractual liability coverage to cover CPB's indemnity obligations hereunder. Such policy shall have a limit of liability of \$1,000,000.00 combined single limit per occurrence, with a \$2,000,000 aggregate. The insurance referenced in this Section 5 may be provided under (a) a blanket policy or policies which includes other liabilities, properties, and locations of CPB; so long as the amount and coverage of insurance required to be carried hereunder is not diminished, (b) a plan of self-insurance, or (c) a combination of any of the foregoing insurance programs.

7. Notice. All notices required or permitted to be given hereunder shall be in writing and delivered postage prepaid by registered or certified mail, return receipt requested or by a nationally recognized overnight courier who provides written proof of delivery such as Federal Express, U.S. Express Mail or Airborne Express to the address set forth in the most recent deed for the property or to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered when deposited in the U.S. Postal Service or a nationally recognized overnight courier as provided above.

8. Miscellaneous.

(a) Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. The parties acknowledge and agree that all of the terms and conditions of this Agreement are contractual in nature and shall be interpreted under any applicable law as contractual obligations, and each party waives any claims or defenses to the contrary.

(b) Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

(c) Runs with the Land. Subject to the terms and conditions of this Agreement, the Easement granted herein shall be perpetual and shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

(d) Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or modification to this Agreement shall be in writing and signed by authorized agents or officers of the parties.

(e) Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

(f) Rights and Remedies. The rights and remedies of any of the parties stated herein are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

(g) Attorneys' Fees. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

(h) Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

(i) No Public Use/Dedication. The Easement Area is and shall at all times remain the private property of Ninigret. The use of the Easement Area is permissive and shall be limited to the express purposes contained herein by CPB. Neither CPB, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Easement Area or the Ninigret Property beyond the express terms and conditions of this Agreement.

(j) Termination. In the event CPB makes a decision that it will no longer use the Easement granted herein, or the Irrigation Pipeline is abandoned for a period of 24 consecutive months, CPB shall, upon request of Ninigret, deliver a recordable instrument terminating this Agreement and the Easement granted herein.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Ninigret:


NIN NORTH 4, L.C., a Utah limited liability company

By its Sole Manager:

THE NINIGRET GROUP, L.C., a Utah limited liability company

By: 
Randolph G. Abood, Manager

NINIGRET CONSTRUCTION COMPANY NORTH L.C., a Utah limited liability company

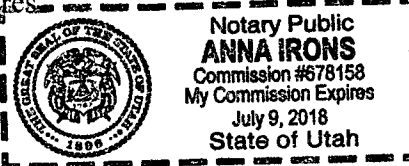
By: 
Gary McEntee, Manager

STATE OF Utah :
 :
 : SS
COUNTY OF Salt Lake :

On the 18th day of September, 2015, before me, a notary public in and for the State and County aforesaid, the undersigned officer, personally appeared Gary McEntee, who acknowledged himself to be the Manager of Ninigret Construction Company North L.C., a Utah limited liability company, and that he as such Manager executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Anna Irons
Notary Public

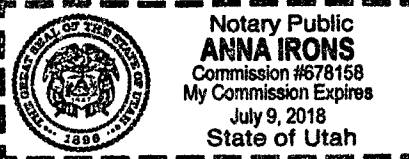
My Commission Expires 7-9-2018


STATE OF Utah :
 :
 : SS
COUNTY OF Salt Lake :

On the 18th day of September, 2015, before me, a notary public in and for the State and County aforesaid, the undersigned officer, personally appeared Randolph G. Abood, who acknowledged himself to be the Manager of The Ninigret Group, L.C., Sole Manager of NIN NORTH 4, L.C., a Utah limited liability company, and that he as such Manager executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Anna Irons
Notary Public

My Commission Expires


CPB:

CORPORATION OF THE PRESIDING
BISHOP OF THE CHURCH OF
JESUS CHRIST OF LATTER-DAY
SAINTS,
a Utah corporation sole

By: Mark B. Gibbons

Name: Mark B. Gibbons

Its: Authorized Agent

STATE OF UTAH)
 :SS
COUNTY OF Salt Lake

On this 17th day of September, 2015, personally appeared before me Mark B. Gibbons, known or satisfactorily proved to me to be the Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged to me that he/she signed the foregoing instrument as Authorized Agent for said corporation.



[Signature]
Notary Public for Utah

EXHIBIT A

To Irrigation Easement Agreement

(Legal Description of the Ninigret Property)

A parcel of land located in the Southwest Quarter of Section 3, Township 4 North , Range 2 West, Salt Lake Base and Meridian, Davis County, Utah, described as follows:

BEGINNING at a point on the south line of SR-193, said point being South 89°56'57" East 1,844.62 feet along the north line of the Southwest Quarter of Section 3, Township 4 North , Range 2 West, Salt Lake Base and Meridian and South 00°08'15" West 171.26 feet from the West Quarter Corner of said Section 3, and thence along said line North 89°59'12" East 466.54 feet to a point on the arc of a 25.00 foot radius non-tangent curve to the right, the center of which bears South 09°18'42" West; thence Southeasterly 35.28 feet along said curve through a central angle of 80°50'40" and a long chord of South 40°15'58" East 32.42 feet; thence South 00°09'22" West 653.66 feet to a point of tangency of a 392.00 foot radius curve to the right; thence Southerly 198.48 feet along said curve through a central angle of 29°00'36" and a long chord of South 14°39'40" West 196.36 feet; thence South 29°09'58" West 257.94 feet to a point of tangency of a 433.00 foot radius curve to the left; thence Southerly 220.03 feet along said curve through a central angle of 29°06'54" and a long chord of South 14°36'31" West 217.67 feet; thence South 00°03'04" West 11.18 feet; thence North 89°56'56" West 258.55 feet; thence North 00°08'15" East 1,315.08 feet to the POINT OF BEGINNING. Said parcel contains 565,677 square feet or 12.99 acres, more or less.

EXHIBIT B

To Irrigation Easement Agreement

(Legal Description of the CPB Property)

PARCEL 3:

A PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST,
SALT LAKE BASE & MERIDIAN, U.S. SURVEY: LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE CENTER OF SAID SECTION 3 AND RUNNING THENCE SOUTH 89° 56' 57" EAST 2621.42 FEET TO THE WEST LINE OF 1000 WEST STREET; THENCE SOUTH 0° 07' WEST 1925.89 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF THE O.S.L.R.R. RIGHT-OF-WAY;
THENCE SOUTH 72° 03' WEST 2202.57 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE NORTH LINE OF 700 SOUTH STREET; THENCE NORTH 89° 56' 33" WEST 3150.77 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF 2000 WEST STREET; THENCE NORTH 0° 09' 35" EAST 2606.19 FEET ALONG SAID EAST LINE TO THE QUARTER SECTION LINE; THENCE SOUTH 89° 56' 57" EAST 2621.37 FEET ALONG SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE CENTER OF SAID SECTION 3, RUNNING THENCE SOUTH 89° 56' 57" EAST 441.57 FEET TO THE WEST LINE OF THE UTAH POWER & LIGHT COMPANY PROPERTY; THENCE TWO COURSES ALONG SAID WEST LINE AS FOLLOWS: SOUTH 13° 29' EAST 2262.75 FEET AND SOUTH 27° 09' EAST 251.94 FEET; THENCE SOUTH 72° 03' WEST 590.74 FEET TO THE NORTH LINE OF 700 SOUTH STREET; THENCE NORTH 89° 56' 33" WEST 1337.83 FEET ALONG SAID NORTH LINE; THENCE NORTH 00° 08' 15" EAST 2606.40 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 89° 56' 57" EAST 809.44 FEET ALONG SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING ON THE NORTH LINE OF A STREET AT A POINT SOUTH 89° 56' 33" EAST 33.0 FEET ALONG THE SECTION LINE AND NORTH 0° 09' 35" EAST 33.0 FEET PARALLEL TO THE SECTION LINE FROM THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, IN THE CITY OF SYRACUSE, AND RUNNING THENCE NORTH 0° 09' 35" EAST 1120.0 FEET ALONG THE EAST LINE OF A STREET; THENCE SOUTH 89° 56' 33" EAST 1980.0 FEET; THENCE SOUTH 0° 09' 35" WEST 1120.0 FEET TO THE NORTH LINE OF A STREET THENCE NORTH 89° 59' 33" WEST 1980.0 FEET ALONG SAID STREET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 2000 WEST STREET, IN THE CITY OF SYRACUSE, WHICH POINT IS SOUTH 89° 56' 57" EAST, A DISTANCE OF 33.00 FEET ALONG THE 1/4 SECTION LINE FROM THE WEST 1/4 CORNER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89° 56' 57" EAST, A DISTANCE OF 1954.51 FEET ALONG THE SAID 1/4 SECTION LINE; THENCE SOUTH 00° 00' 15" EAST, A DISTANCE OF 75.00 FEET; THENCE NORTH 89° 56' 57" WEST, A DISTANCE OF 1954.70 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 2000 WEST STREET; THENCE NORTH 00° 09' 35" EAST, A DISTANCE OF 75.00 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE N1/2S1/2 SECTION 3, IN T.4N., R.2W., S.L.B. & M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND THE EASTERLY HIGHWAY RIGHT OF WAY LINE OF SR-108 KNOWN AS PROJECT NO. S-0108(23)5, SAID POINT BEING 37.86 FEET S.89° 57' 08" E. (S.89° 56' 57"E. OF RECORD) ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION AND 75.00 FEET S.0° 02' 52" W. FROM THE WEST QUARTER CORNER OF SAID SECTION 3; AND RUNNING THENCE ALONG SAID NORTHERLY BOUNDARY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) S.89° 57' 08" E. (S.89° 56' 57"E. OF RECORD) 1949.51 FEET; (2) N.0° 09' 17" E. (N.0° 00' 15" W. OF RECORD) 75.00 FEET TO SAID EAST-WEST QUARTER SECTION LINE; (3) S.89° 57' 08" E. (S.89° 56' 57"E. OF RECORD) 1095.49 FEET ALONG SAID QUARTER SECTION LINE TO A BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE S.13° 32' 31"E. (S.13° 39' 00" E. OF RECORD) 172.86 FEET ALONG SAID BOUNDARY LINE TO THE SOUTHERLY HIGHWAY RIGHT OF WAY LINE OF THE PROPOSED SR-193 EXTENSION HIGHWAY; THENCE ALONG SAID SOUTHERLY HIGHWAY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) WESTERLY 169.40 FEET ALONG THE ARC OF A 7957.50-FOOT RADIUS CURVE TO THE RIGHT (NOTE: CHORD TO SAID CURVE BEARS S.89° 22' 26" W. FOR A DISTANCE OF 169.40 FEET); (2) S.89° 59' 02" W. 2878.67 FEET TO A POINT OF TANGENCY WITH A 38.00-FOOT RADIUS CURVE TO THE LEFT; (3) SOUTHWESTERLY 59.58 FEET ALONG THE ARC OF SAID CURVE (NOTE: CHORD TO SAID CURVE BEARS S.45° 04' 09" W. FOR A DISTANCE OF 53.66 FEET) TO SAID EASTERLY HIGHWAY RIGHT OF WAY LINE OF SR-108; THENCE N.0° 09' 17" E. 136.17 FEET ALONG SAID EASTERLY HIGHWAY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 108 KNOWN AS PROJECT NO. S-0108(23)5, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE W1/2 SW1/4 OF SECTION 3, IN T.4N, R.2W., S.L.B & M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND THE EXISTING EASTERLY RIGHT WAY LINE OF STATE ROUTE 108, SAID POINT BEING 29.84 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CONTROL LINE OF SAID

PROJECT AT ENGINEER SECTION 64+36.18 SAID POINT OF BEGINNING IS 1153.06 FEET N 0° 07' 58" E (N 0° 09' 35" E OF RECORD) ALONG THE WEST LINE OF SAID SECTION 3 AND 33.00 FEET S 89° 52' 02" E FROM THE SOUTHWEST CORNER OF SAID SECTION 3; AND RUNNING THENCE N 0° 07' 58" E 1411.39 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTHERLY LINE OF SAID ENTIRE TRACT; THENCE S 89° 58' 50" E (S 89° 56' 57" E OF RECORD) 5.00 FEET ALONG SAID NORTHERLY BOUNDARY LINE; THENCE S 0° 07' 58" W 1411.39 FEET TO SAID SOUTHERLY BOUNDARY LINE; THENCE N 89° 58' 35" W (N 89° 56' 3" W OF RECORD) 5.00 FEET ALONG SAID SOUTHERLY BOUNDARY LINE TO THE POINT BEGINNING

AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

ALSO EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY THAT CERTAIN QUIT CLAIM DEED RECORDED MARCH 9, 2012 AS ENTRY NO. 2648420 IN BOOK 5475 AT PAGE 1447 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR THE EXTENSION OF THE EXISTING HIGHWAY STATE ROUTE 193 KNOWN AS PROJECT NO S-0193(6)0, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE NW1/4SW1/4 OF SECTION 3 IN T 4N, R 2W, S L B & M AND RECORDED AS ENTRY 697722, BOOK 1027, PAGE 1102 IN THE OFFICE OF THE DAVIS COUNTY RECORDER. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING IN THE EXISTING EASTERLY HIGHWAY RIGHT OF WAY LINE OF SR108 AT A POINT 16.71 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE SR-108 CONTROL LINE OF SAID

PROJECT AT ENGINEER STATION 274+31.05. SAID POINT OF BEGINNING IS 211.16 FEET S.0°09'17"W ALONG THE WEST LINE OF SAID SECTION AND 38.00 FEET S.89°57'08"E (S.89°56'57"E OF RECORD) FROM THE WEST QUARTER CORNER OF SAID SECTION 3; AND RUNNING THENCE AS FOLLOWS:

S.0°09'17"W. 331.05 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE; THENCE S.89°50'09"E. 5.00 FEET; THENCE N.0°09'17"E. 330.97 FEET, THENCE N.46°41'05"E. 55.38 FEET; THENCE S.89°59'02"W. 7.31 FEET, THENCE SOUTHWESTERLY 59.58 FEET ALONG THE ARC OF A 38.00-FOOT RADIUS CURVE TO THE LEFT (NOTE: CHORD TO SAID CURVE BEARS S.45°04'09"W. FOR A DISTANCE OF 53.66 FEET TO THE POINT OF BEGINNING.

Ck by JJB 27 August 2015

EXHIBIT C

To Irrigation Easement Agreement

(Legal Description of the Easement Area)

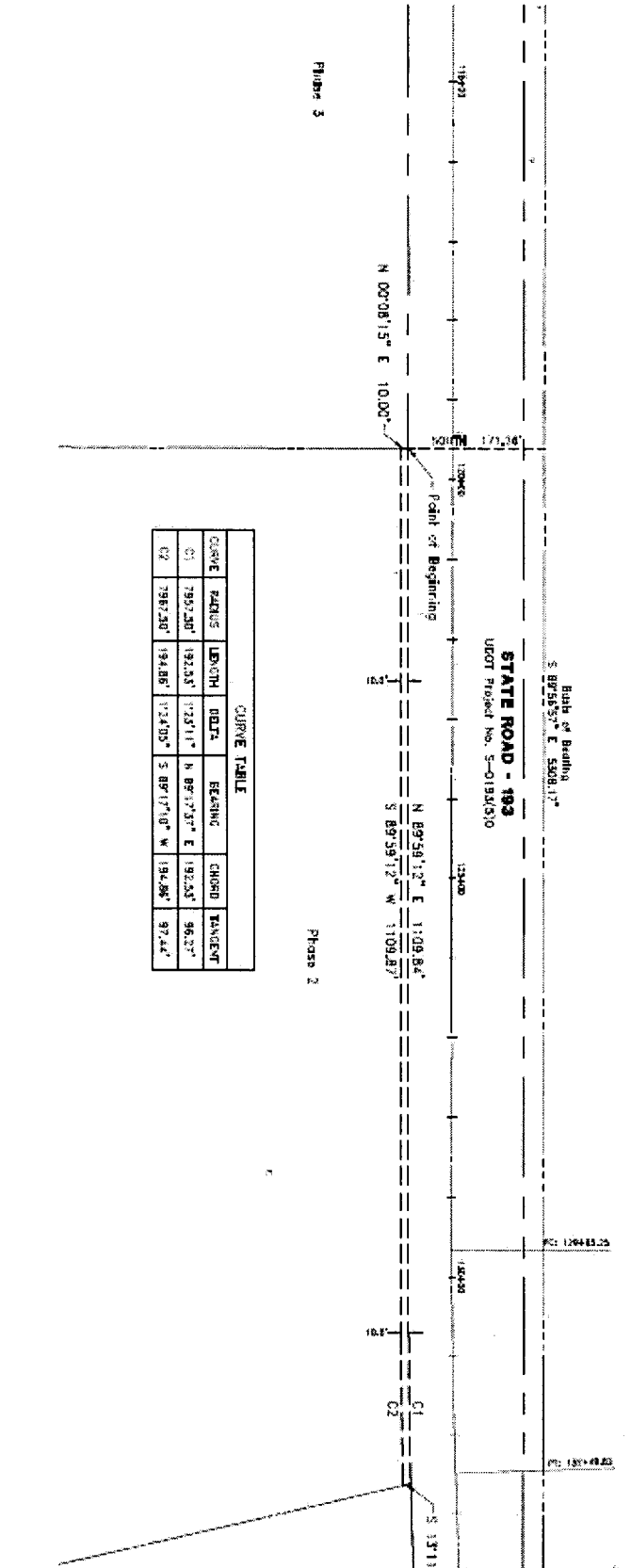
A 10.00 foot wide permanent, non-exclusive easement located in the South Half of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah, described as follows:

BEGINNING at a point on the south line of State Road 193, said point being South 89°56'57" East 1,1844.21 feet along the north line of the South Half of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian and South 171.26 feet from the West Quarter Corner of said Section 3, and thence along said south line the following two courses: 1) North 89°59'12" East 1,109.84 feet to a point of tangency of a 7,957.50 foot radius curve to the left and 2) Easterly 192.53 feet along said curve through a central angle of 01°23'11" and a long chord of North 89°17'37" East 192.53 feet to the west line of property described in that certain Warranty Deed recorded November 03, 1982 as Entry No. 626040 in Book 919 at Page 699 of said records; thence along said line South 13°11'31" East 10.22 feet to a point 10.00 feet perpendicularly distant southerly of said south line and a point on the arc of a 7,967.50 foot radius non-tangent curve to the right, the center of which bears North 01°24'52" West; thence parallel to said south line the following two courses: 1) Westerly 194.86 feet along said curve through a central angle of 01°24'05" and a long chord of South 89°17'10" West 194.86 feet and 2) South 89°59'12" West 1,109.87 feet; thence North 00°08'15" East 10.00 feet to the POINT OF BEGINNING. Said easement encompasses 13,035 square feet or 0.30 acres, more or less.

EXHIBIT D

To Irrigation Easement Agreement

(Depiction of the Easement Area)



CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	BEARING	TANGENT	
C1	7902.00'	192.03'	172°11'	N 89°27'37" E	192.03'	96.22'
C2	7987.20'	194.05'	172°05'	S 89°17'10" W	194.05'	97.44'

2893698
BK 6354 PG 133