

ENT 53652:2025 PG 1 of 15
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Jul 18 09:29 AM FEE 40.00 BY KC
RECORDED FOR Parr Brown Gee and Loveless
ELECTRONICALLY RECORDED

WHEN RECORDED, RETURN TO:

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

Tax Parcel Id Nos: 68-209-0103; 68-209-0104; 58:020:0512; 65:704:0001

ABANDONMENT AND RELOCATION OF WATER/DITCH/IRRIGATION EASEMENTS

This Abandonment and Relocation of Water/Ditch/Irrigation Easement (this “**Easement**”) is entered into as of May 29, 2025, by and between CG HOLBROOK CENTER LC, a Utah limited liability company (the “**Grantee**”), and MOUNTAIN AMERICA FEDERAL CREDIT UNION (“**MACU**”) and BG 3600 WEST RETAIL, L.C., a Utah limited liability company (“**BG**” and together with MACU, individually and collectively, as the context may require, the “**Grantor**”).

WHEREAS, MACU owns certain real property (the “**MACU Property**”) located in Utah County, Utah, as more particularly described under the heading “MACU Property” on **Exhibit “A”** attached hereto and made a part hereof;

WHEREAS, BG owns certain real property (the “**BG Property**”; and together with the MACU Property, individually and collectively, as the context may require, the “**Property**”) located in Utah County, Utah, as more particularly described under the heading “BG Property” on **Exhibit “A”** attached hereto and made a part hereof;

WHEREAS, Grantee owns two parcels of real property (collectively, the “**Grantee Property**”) located in Utah County, Utah, as more particularly described on **Exhibit “B”** attached hereto and made a part hereof;

WHEREAS, Grantee has asserted the existence of certain ditch, waterway and/or irrigation easements over the Property which are for the benefit of the Grantee Property (the “**Existing Easements**”);

WHEREAS, Grantor and Grantee have agreed that (a) Grantee will abandon and terminate all right, title and interest in and to the Existing Easements, (b) MACU will grant a new easement over the MACU Property to Grantee, for the benefit of the Property, in the area more particularly described on **Exhibit “C”** attached hereto and made a part hereof under the heading “MACU Easement Area” (the “**MACU Easement Area**”), (c) BG will grant a new easement over the BG Property to Grantee, for the benefit of the Property, in the area more particularly described on **Exhibit “C”** attached hereto and made a part hereof under the heading “BG Easement Area” (the “**BG Easement Area**”; and together with the MACU Easement Area, individually and collectively, as the context may require, the “**Easement Area**”), as depicted on **Exhibit “D”**, and (c) BG will construct the water line improvements within the Easement Area as described on **Exhibit “E”** (the “**Waterline Facilities**”), all on the terms and conditions more specifically set forth herein;

WHEREAS, by the execution hereof, Grantee and Grantor 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, Grantor and Grantee agree as follows:

1. Termination of Existing Easements. Grantee hereby agrees that the Existing Easements, together with any other easements, rights of entry, rights of way or other claims which Grantee, or anyone claiming by, through or under 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.

1. Grant of Rights-of-Way and Easements; Limitations.

(a) Subject to the limitations set forth in this Easement, MACU hereby grants and conveys to Grantee, for the benefit of Grantee Property, 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 MACU Easement Area for agricultural purposes only. The foregoing grants are being made on an "as-is" basis without representation or warranty of MACU.

(b) Subject to the limitations set forth in this Easement, BG hereby grants and conveys to Grantee, for the benefit of Grantee Property, 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 BG Easement Area for agricultural purposes only. The foregoing grants are being made on an "as-is" basis without representation or warranty of BG.

(c) Exclusive use of the Easement Area is not hereby granted to Grantee, and each Grantor hereby reserves the right to make any use of the Easement Area located on such Grantor's property (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; provided, however, Grantor shall not permit to be installed within the Easement Area any buildings or vertical structures that would impair Grantee's reasonable access to the Waterline Facilities.

(d) Grantee shall not make any alteration, relocation or change to the Waterline Facilities without the written consent of Grantor, 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.

(e) Neither Grantor 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.

(f) Grantor 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, Grantor provides Grantee with other reasonable access to the Waterline Facilities.

(g) Notwithstanding the foregoing to the contrary, if the Grantee Property is no longer being used for any agricultural purpose, the easements granted pursuant to this Section 2 shall automatically and permanently terminate and be of no further force and effect.

2. Construction of Waterline Facilities.

(h) 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 "E"*** 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 "E"***.

(i) BG will, at BG'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 "E"***.

(j) Upon the completion of the construction of such Waterline Facilities, BG 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. Upon completion of such Waterline Facilities and delivery of the Certificate to Grantee, such Waterline Facilities shall be deemed to be the property of Grantee and BG 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 BG, except as expressly provided in subsection 3(d).

(k) BG shall warrant the Waterline Facilities against defects in materials and workmanship for a period extending through the date that is 12 months after the date of final completion of the Waterline Facilities. During this warranty period, should any defect arise with respect to the original construction and installation of the Waterline Facilities, Grantee must provide written notice to BG specifying the nature of the defect. BG shall, at its sole cost and expense, within 30 days of receipt of such notice, remedy any warranted defects reported by Grantee within the warranty period; provided, if such remedy cannot reasonably be completed within such 30 days, BG shall have such longer period as is necessary to complete such remedy so long as BG commences the remedy and diligently pursues it to completion. Failure by Grantee to provide the required notice within the warranty period shall release BG from any obligations under this warranty. If BG fails to perform its obligations hereunder and such failure continues for 30 days after written notice from Grantee, Grantee may, upon delivering prior written notice to BG, perform such obligations on BG's behalf and as required herein; provided, in the event of an emergency threatening imminent damage or harm to any person or property (including agricultural produce or crops), Grantee shall only be required to provide such prior notice as is reasonable under the circumstance. BG shall, within twenty (20) 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 repairs made under this paragraph by Grantee. If BG fails to reimburse Grantee within such twenty (20) day period, amounts owed to Grantor will bear interest at a rate of twelve percent (12%) per annum calculated from the date incurred until paid in full.

2. Maintenance and Maintenance Expenses.

(a) Following the completion of the construction of the Waterline Facilities and delivery of the Certificate to Grantee, Grantee 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. Notwithstanding the foregoing, in the event the Waterline Facilities are damaged by a Grantor or its

respective employees, agents, contractors or invitees, such Grantor shall be solely responsible for the repair of any such damage.

(b) 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 Waterline 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 Grantee performing, or failing to perform, its repair and maintenance obligations hereunder.

(c) 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 Grantor (except as otherwise expressly provided herein), and (iv) shall be performed in a good and workmanlike manner, with due care, and in compliance with all applicable laws.

(d) If Grantee fails to perform its obligations hereunder and such failure continues for thirty (30) days after written notice from Grantor, Grantor may, upon delivering prior written notice to Grantee, perform such obligations on Grantee'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, Grantor shall not be required to provide notice. If Grantor exercises its rights under this subsection (d), Grantee shall, within ten (10) days of Grantor's written demand, which written demand shall include supporting invoices, reimburse Grantor for the actual out of pocket costs incurred by Grantor in performing such obligations. If Grantee fails to reimburse Grantee within such ten (10) day period, amounts owed to Grantor will bear interest at a rate of twelve percent (12%) per annum calculated from the date incurred until paid in full.

(e) If Grantee is required to reimburse Grantor 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 Grantor in the Utah 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 Grantor. Such lien may be enforced by sale or foreclosure by Grantor, who is hereby appointed as trustee for such lien, 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.

3. Indemnity. Grantee will indemnify, defend and hold Grantor and their respective employees, agents, contractors, tenants, subtenants, guests and invitees harmless from any losses, costs, damages, claims, liabilities or expenses incurred by Grantor 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 any damage to the Waterline Facilities caused by the negligent acts or omissions of a Grantor or its respective employees, agents, contractors, tenants, subtenants or invitees.

4. 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.

5. 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, Grantor, 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 a Grantor fails to perform when due any act or obligation required by this Easement to be performed by such Grantor, 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 such Grantor from such breach or threatened breach and/or for the specific performance of such Grantor'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.

6. Limitation on Authority.

(a) Grantor 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. Grantor has not and does not hereby assume or agree to assume any liability whatsoever of Grantee and Grantor 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 Grantor in this Easement.

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

7. 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 BG, to:

c/o The Boyer Company, L.C.
101 South 200 East, Suite 200
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 BG may designate to Grantee, in writing.

(b) If to MACU, to:

Mountain America Federal Credit Union
9800 S. Monroe St.
Sandy, Utah 84070
Attention: [_____]

with a simultaneous copy to:

Mountain America Federal Credit Union
9800 S. Monroe St.
Sandy, Utah 84070
Attention: General Counsel

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

(c) If to Grantee, to:

CG Holbrook Center LC
Attention: Scott Holbrook
1238 N 1200 W Lehi, UT. 84043
Farm722@msn.com
801 376 3566

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

8. 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 parties hereto and the Property and Grantee Property shall be subject to the easements, covenants, restrictions and charges set forth herein, which shall run with the Property and Grantee Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or Grantee Property, as applicable.

(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 out of pocket attorneys' fees, costs and expenses incurred in the enforcement of or the termination of this Easement.

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

[signatures and acknowledgments on following page]

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

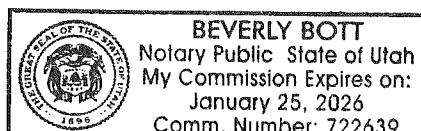
BG 3600 WEST RETAIL, L.C., a Utah limited liability company

By: The Boyer Company, L.C., a Utah limited liability company

By: BRITTEN GOETZMAN
Print Name: BRITTEN GOETZMAN
Its: Manager

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

On this 16th day of May, 2025, personally appeared before me
Brian Gochnour, a Manager of The Boyer Company, L.C., a Utah limited liability company, the
Manager of BG 3600 WEST RETAIL, L.C., a Utah limited liability company.



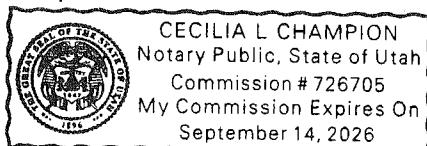
Notary Public

MOUNTAIN AMERICA FEDERAL CREDIT UNION, a
federally chartered credit union

By: Chris Tapia
Print Name: Chris Tapia
Its: SVN Property Services

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

On this 13 day of MAY, 2025, personally appeared before me
Chris Tapia, SVP Property Services of MOUNTAIN AMERICA FEDERAL CREDIT UNION, a
federally chartered credit union, who executed the foregoing as an authorized representative of said credit
union.



Celia Champion
Notary Public

CG HOLBROOK CENTER LC

By: Scott Holbrook
Print Name: Scott Holbrook
Its: owner

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

On this 15th day of July, 2025, personally appeared before me
Scott Holbrook, Owner of CG HOLBROOK CENTER LC, who executed the
foregoing as an authorized representative of said [L.L.C.].

Barb Murphy
Notary Public

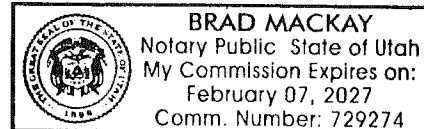


EXHIBIT "A"

(Description of Property)

MACU Property

LOT 103, HOLBROOK FARMS PLAT K, VILLAGE 14, A COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MARCH 7, 2025 AS ENTRY NO. 16468:2025 IN THE OFFICE OF THE UTAH COUNTY RECORDER.

BG Easement Property

LOT 104, HOLBROOK FARMS PLAT K, VILLAGE 14, A COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MARCH 7, 2025 AS ENTRY NO. 16468:2025 IN THE OFFICE OF THE UTAH COUNTY RECORDER

EXHIBIT "B"**(Description of Grantee Property)****Parcel Number 58:020:0512**

Taxing Description: COM S 0 DEG 7' 33" E 346.5 FT & E 1368.04 FT FR W 1/4 COR. SEC. 1, T5S, R1W, SLB&M.; E 1024.35 FT; ALONG A CURVE TO R (CHORD BEARS: N 89 DEG 32' 30" E 200.54 FT, RADIUS = 12534 FT); N 89 DEG 5' 0" E 58.98 FT; S 73 DEG 3' 27" E 239.38 FT; N 89 DEG 25' 33" E 140.48 FT; N 0 DEG 5' 54" E 63.8 FT; E 898.14 FT; S 22 DEG 37' 17" W 30.25 FT; S 29 DEG 10' 1" W 101.07 FT; S 34 DEG 17' 14" W 99.23 FT; S 35 DEG 25' 19" W 98.84 FT; S 47 DEG 12' 25" W 109.43 FT; S 40 DEG 12' 10" W 97.29 FT; S 54 DEG 43' 51" W 110.16 FT; S 39 DEG 11' 57" W 102.63 FT; N 52 DEG 8' 49" E 11.66 FT; S 39 DEG 11' 24" W 9.4 FT; S 31 DEG 20' 14" W 148.24 FT; N 84 DEG 40' 54" W 713.07 FT; S 0 DEG 3' 58" W 177.22 FT; S 89 DEG 52' 27" W 318.27 FT; N 411.66 FT; N 36 DEG 13' 18" E .13 FT; ALONG A CURVE TO L (CHORD BEARS: N 36 DEG 13' 18" E 31.93 FT, RADIUS = 197.5 FT); N 36 DEG 13' 18" E .15 FT; N 85 DEG 14' 57" E 5.15 FT; N 5 DEG 11' 47" W 62 FT; S 87 DEG 24' 6" W 24.39 FT; W 967.38 FT; ALONG A CURVE TO R (CHORD BEARS: N 46 DEG 19' 51" W 29.69 FT, RADIUS = 21.5 FT); N 0 DEG 7' 33" W 273.29 FT; N 46 DEG 33' 41" E 24.78 FT; N 0 DEG 0' 8" W 1.53 FT TO BEG. AREA 28.030 AC.

Parcel Number 65:704:0001

PARCEL A, CURTIS CENTER SUB AREA 6.749 AC.

EXHIBIT "C"**Description of Easement Area****MACU Easement Area**

A part of the Northwest Quarter of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Lehi City, Utah County, Utah, being more particularly described as follows:

Beginning at a point N0°18'15"W 70.21 feet along the Section line and N89°51'45"E 88.03 feet from the East Quarter Corner of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence East 45.13 feet; thence South 19.54 feet; thence East 223.24 feet; thence S00°01'52"E 12.00 feet; thence West 234.25 feet; thence North 20.54 feet; thence West 34.13 feet; thence North 11.00 feet to the point of beginning.

BG Easement Area

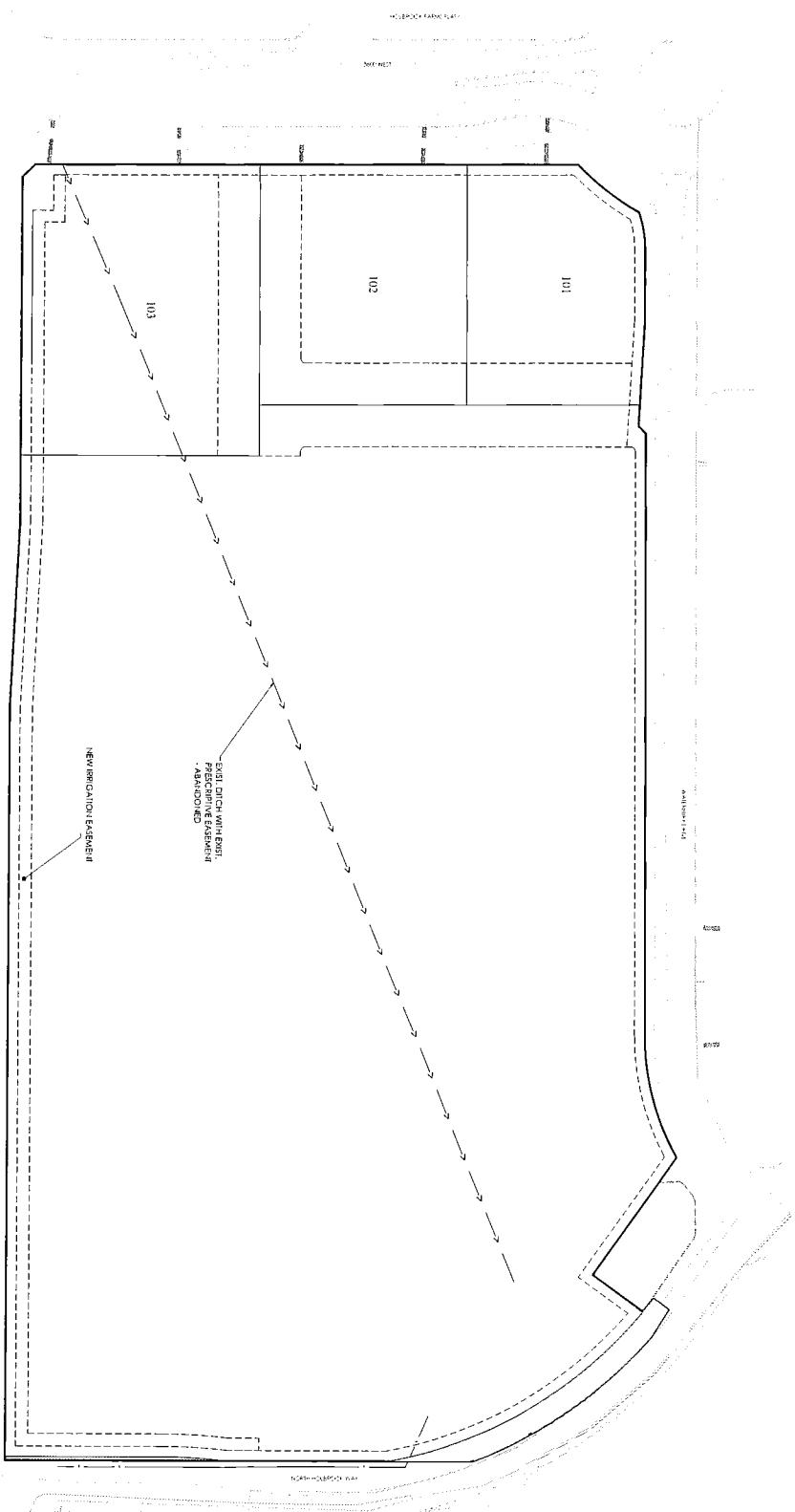
A part of the Northwest Quarter of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Lehi City, Utah County, Utah, being more particularly described as follows:

Beginning at a point N0°18'15"W 50.02 feet along the Section line and N89°51'45"E 356.36 feet from the East Quarter Corner of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence East 63.82 feet; thence S87°07'32"E 179.48 feet; thence East 694.93 feet; thence N00°02'00"W 128.02 feet; thence Northerly along the arc of a non-tangent curve to the right having a radius of 504.00 feet (radius bears: N89°44'39"E) a distance of 64.58 feet through a central angle of 07°20'31" Chord: N03°24'55"E 64.54 feet; thence North 29.08 feet; thence East 12.00 feet; thence South 29.83 feet; thence Southerly along the arc of a non-tangent curve to the left having a radius of 492.00 feet (radius bears: S82°49'40"E) a distance of 63.81 feet through a central angle of 07°25'50" Chord: S03°27'24"W 63.76 feet; thence S00°02'00"E 140.05 feet; thence West 707.24 feet; thence N87°07'32"W 179.48 feet; thence West 63.51 feet; thence N00°01'52"W 12.00 feet to the point of beginning.

EXHIBIT "D"

Depiction of Easement Area

(See Attached)



HOLBROOK FARMS PLAT K
LEHI, UTAH
IRRIGATION LOCATIONS EXHIBIT

The logo for FOCUS Engineering and Surveying, LLC. It features the word "FOCUS" in a large, bold, serif font. The letter "O" is replaced by a circular graphic containing a stylized "X" or a compass rose design. Below "FOCUS", the words "ENGINEERING AND SURVEYING, LLC" are written in a smaller, all-caps serif font. At the bottom, the address "6949 S HIGH TECH DRIVE SUITE 200 MIDVALE, UTAH 84047 PH (801) 352-0075" and the website "WWW.FOCUS-ES.COM" are provided in a smaller sans-serif font.

EXHIBIT "E"

Waterline Facilities

1,500 linear feet of 15" advanced drainage system pipe, together with all associated connections, fittings, and related facilities, and also including a junction box at the point the piping extends North and South from the most easterly point on the Property, which junction will allow the diversion of the water to the North or to the South.