

This instrument prepared by,  
and after recording return to:

D.R. Horton, Inc.  
12351 S. Gateway Park Pl. #D100  
Draper, UT 84020  
Attn: Adam Loser

Tax ID 32-021-0058

**DRAINAGE CHANNEL CONSTRUCTION AND MAINTENANCE AGREEMENT**

THIS DRAINAGE CHANNEL CONSTRUCTION AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this 13 day of August, 2020, by HG UTAH I, LLC, a Utah limited liability company ("Grantor") and D.R. HORTON, INC., a Delaware corporation ("Grantee").

**WITNESSETH:**

WHEREAS, Grantor is the owner of certain real property located in the City of Santaquin, Utah County, Utah as more particularly described on Exhibit A attached hereto ("Grantor's Property"); and

WHEREAS, Grantee is the owner of certain real property located in the City of Santaquin, Utah County, Utah as more particularly described on Exhibit B attached hereto ("Grantee's Property"); and

WHEREAS, both Grantor's Property and Grantee's Property are subject to that certain Annexation and Development Agreement dated December 18, 1996, recorded with the Utah County Recorder as Entry No. 2551, Book 4167, Page 88 (the "Annexation Agreement"); and

WHEREAS, in connection with Grantor's sale of Grantee's Property to Grantee, Grantor has agreed to construct a Drainage Channel on Grantor's Property, as required by the City of Santaquin pursuant to Section 3.1(I) of the Annexation Agreement (the "Drainage Channel") in the approximate location shown on Exhibit C attached hereto. Grantee has agreed to construct upon Grantee's Property any portion of a drainage channel that shall connect to or extend from the Drainage Channel as may be required under the Annexation Agreement or by the City of Santaquin; and

WHEREAS, the development of Grantee's Property is dependent on the construction of the Drainage Channel and therefore Grantee desires to obtain from Grantor rights for the purposes of (i) operation, maintenance and repair of the Drainage Channel serving the development on Grantee's Property across that portion of Grantor's Property containing such Drainage Channel, and (ii) access, ingress, and egress to and from the Drainage Channel; and

WHEREAS, the parties intend that the Drainage Channel upon Grantor's Property be constructed at Grantor's expense, in accordance with the Annexation Agreement and all federal, state and local laws, standards and specifications; and

WHEREAS, the parties wish to enter into this Agreement to provide Grantee certain rights in the event Grantor fails to construct or maintain the Drainage Channel as required herein.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee do further agree as follows:

1. Obligation to Construct and Maintain. Grantor agrees, at Grantor's sole cost and expense, to construct and maintain the Drainage Channel upon Grantor's Property in accordance with the Annexation Agreement. Grantor agrees to complete construction of the Drainage Channel no later than December 31, 2020.

2. Failure by Grantor to Construct or Maintain. In the event Grantor fails to timely construct the Drainage Channel after providing ten (10) days written notice and opportunity to cure, Grantee may, at Grantee's election, and as Grantee's sole and exclusive remedy, construct and install the Drainage Channel on Grantor's Property at Grantor's sole cost and expense. Grantor shall pay such costs and expenses incurred by Grantee within ten (10) days following receipt of Grantee's invoices for same.

3. Grant of Rights. Grantor hereby grants and conveys to the Grantee, for the benefit of the Grantee, a non-exclusive license upon, across and through the Drainage Channel to replace, repair, maintain, and connect to the Drainage Channel. Grantor further grants and conveys to the Grantee, for the benefit of the Grantee, a non-exclusive license across, over and upon the Drainage Channel for vehicular and pedestrian access, ingress and egress for maintenance and related activities pertaining to the Drainage Channel.

4. Use of Drainage Channel Property by Grantor. Grantor shall have the right to use the Drainage Channel for any and all purposes not inconsistent with the rights granted herein to Grantee.

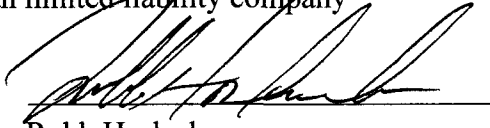
5. Term/Covenants Running with the Land. The term of this Agreement (the "Term") shall commence on the date of the execution hereof by Grantor and Grantee and shall expire on the date that is six (6) years thereafter, after which time each party hereto shall have no further obligations to the other. During the Term, the respective rights, agreements, duties and obligations of the parties hereto are covenants running with the land and are for the benefit of and by Grantor and Grantee and their respective successors, successors-in-title and assigns; provided, however, that upon the expiration of the Term, this Agreement shall be of no further force or effect.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have caused their duly authorized representatives to execute this Agreement under seal as of the day and year first above written.

**GRANTOR:**

HG UTAH I, LLC,  
a Utah limited liability company

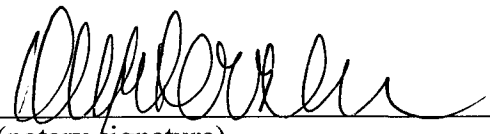
By:   
Name: Robb Horlacher  
Its: Manager

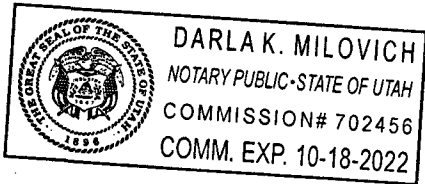
State of Utah

County of Salt Lake

On this 13 day of August, in the year 2020, personally appeared before me Robb Horlacher, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of HG UTAH I, LLC, a Utah limited liability company, and that said document was signed by him on behalf of said Company by authority of said Company's limited liability company agreement (or resolution of its members/managers) and said Robb Horlacher acknowledged to me that said Company executed the same. ~~This notarial act was completed via remote online audio-visual communication.~~ *akm*

Witness my hand and official seal.

  
(notary signature)



(notary seal)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**GRANTEE:**

\_\_\_\_\_  
D.R. HORTON, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: Jonathan S. Thornley

Its: Division CFO

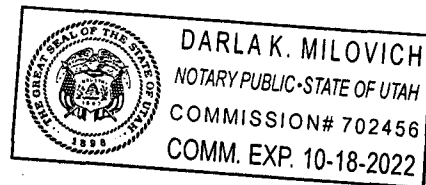
State of Utah

County of Salt Lake

On this 13 day of August, in the year 2020, personally appeared before me Jonathan S. Thornley, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Division CFO of D.R. HORTON, INC., a Delaware corporation, and that said document was signed by him/her on behalf of said Corporation by authority of said Corporation's bylaws (or resolution of its board of directors) and said Division CFO acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

[Signature]  
(notary/signature)



(notary seal)

**List of Exhibits**

- Exhibit A**      Legal Description of Grantor's Property
- Exhibit B**      Legal Description of Grantee's Property
- Exhibit C**      Depiction of Drainage Channel Location

**Exhibit A**  
**Legal Description of Grantor's Property**

**Proposed SUMMIT RIDGE TOWNS PHASES 2-6 AND COMMERCIAL AREA**

A portion of the Southeast Quarter of Section 10, the Southwest Quarter of Section 11 and the Northeast Quarter of Section 15, Township 10 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the northerly right-of-way line of South Ridge Farms Road, said point being located N0°05'18"W along the Section Line 149.69 feet and East 6.45 feet from the Southeast Corner of Section 10, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence along said right-of-way line the following two (2) courses: S87°18'00"W 51.91 feet; thence along the arc of a 640.00 foot radius curve to the left 811.53 feet through a central angle of 72°39'06" (chord: S50°58'27"W 758.24 feet); thence along the arc of a 25.00 foot radius curve to the right 34.70 feet through a central angle of 79°32'16" (chord: S54°25'02"W 31.98 feet) to the north right-of-way line of Summit Ridge Parkway; thence along said right-of-way and the arc of a 2060.00 foot radius curve to the left 1455.33 feet through a central angle of 40°28'40" (chord: S73°56'50"W 1425.25 feet); thence North 1723.41 feet; thence N89°43'53"E 2028.87 feet to the Section Line; thence S0°05'18"E along the Section Line 828.00 feet; thence along the arc of a 15.00 foot radius curve to the left 14.46 feet through a central angle of 55°14'07" (chord: S27°42'22"E 13.91 feet) to the point of beginning.

**LESS AND EXCEPTING**

A portion of the Southeast Quarter of Section 10 and the Northeast Quarter of Section 15, Township 10 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the northerly right-of-way line of South Ridge Farms Road, said point being located N0°05'18"W along the section line 149.69 feet and East 6.45 feet from the Southeast Corner of Section 10, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence along said right-of-way line the following two (2) courses: S87°18'00"W 51.91 feet; thence along the arc of a 640.00 foot radius curve to the left 13.81 feet through a central angle of 1°14'10" (chord: S86°40'55"W 13.81 feet); thence northeasterly along the arc of a 15.00 foot radius non-tangent curve to the left (radius bears: N46°10'29"W) 11.50 feet through a central angle of 43°54'49" (chord: N21°52'07"E 11.22 feet); thence N0°05'18"W 270.91 feet; thence N89°17'18"W 228.82 feet; thence S0°42'42"W 20.00 feet; thence N89°17'18"W 181.00 feet; thence N0°42'42"E 20.00 feet; thence N89°17'18"W 78.53 feet; thence N0°42'42"E 57.96 feet; thence N89°17'18"W 194.20 feet; thence N77°47'12"W 16.43 feet; thence N85°02'14"W 192.00 feet; thence N85°01'53"W 26.75 feet; thence N85°35'20"W 176.49 feet; thence S77°44'48"W 111.00 feet; thence S56°49'44"W 116.27 feet; thence S34°15'23"W 162.41 feet; thence East 80.17 feet; thence South 55.00 feet; thence West 84.62 feet; thence South 138.35 feet; thence S6°47'36"E 135.42 feet; thence S17°16'40"E 141.11 feet; thence S72°43'20"W 63.59 feet; thence S17°16'40"E 52.36 feet; thence S72°43'20"W 13.00 feet; thence S17°16'40"E 208.27 feet to the north line of Summit Ridge Parkway; thence along said line southwesterly along the arc of a 2060.00 foot radius non-tangent curve to the left (radius bears: S16°13'50"E) 62.00 feet through a central angle of 1°43'28" (chord: S72°54'26"W 62.00 feet); thence N17°16'40"W 193.25 feet; thence along the arc of a 15.00 foot radius curve to the left 23.89 feet through a central angle of 91°14'13" (chord: N62°53'46"W 21.44 feet); thence N16°36'12"W 55.03 feet; thence northeasterly along the arc of a 15.00 foot radius non-tangent curve to the left (radius bears: N18°30'53"W) 23.24 feet through a central angle of 88°45'47" (chord: N27°06'14"E 20.98 feet); thence N17°16'40"W 89.18 feet; thence along the arc of a 731.00 foot radius curve to the right 33.06 feet through a central angle of 2°35'29" (chord: N15°58'55"W 33.06 feet); thence along the arc of a 15.00 foot radius curve to the left 24.56 feet through a central angle of 93°49'42" (chord: N61°36'02"W 21.91 feet); thence N7°35'20"W 56.02 feet; thence northeasterly along the arc of a 15.00 foot radius non-tangent curve to the left (radius bears: N18°30'53"W) 20.84 feet through a central angle of 79°35'20" (chord: N31°41'27"E 19.20 feet); thence along the arc of a 731.00 foot radius curve to the right 61.26 feet through a central angle of 4°48'06" (chord: N5°42'10"W 61.24 feet); thence S87°07'45"W 13.00 feet; thence northwesterly along the arc of a 744.00 foot radius non-tangent curve to the right (radius bears: N86°42'20"E) 42.78 feet through a central angle of 3°17'40" (chord: N1°38'50"W 42.77 feet); thence North 52.43 feet; thence West 184.15 feet; thence North 77.00 feet; thence West 22.00 feet; thence North 55.00 feet; thence northeasterly along the arc of a 15.00 foot radius non-tangent curve to the left (radius bears: North) 23.56 feet through a central angle of

90°00'00" (chord: N45°00'00"E 21.21 feet); thence East 55.00 feet; thence North 7.52 feet; thence East 13.00 feet; thence North 234.83 feet; thence East 305.64 feet; thence northeasterly along the arc of a 456.00 foot radius non-tangent curve to the right (radius bears: S38°55'30"E) 4.82 feet through a central angle of 0°36'21" (chord: N51°22'41"E 4.82 feet); thence along the arc of a 15.00 foot radius curve to the left 22.21 feet through a central angle of 84°49'23" (chord: N9°16'10"E 20.23 feet); thence N33°08'31"W 8.59 feet; thence along the arc of a 102.50 foot radius curve to the right 37.12 feet through a central angle of 20°45'05" (chord: N22°45'59"W 36.92 feet); thence N70°46'42"E 55.86 feet; thence East 12.86 feet; thence North 44.31 feet; thence N70°16'39"E 117.24 feet; thence N83°16'29"E 115.05 feet; thence S85°02'14"E 123.56 feet; thence East 68.00 feet; thence South 54.21 feet; thence along the arc of a 177.50 foot radius curve to the right 13.09 feet through a central angle of 4°13'30" (chord: S2°06'45"W 13.09 feet); thence S85°35'45"E 152.93 feet; thence North 53.22 feet; thence East 270.99 feet; thence S87°16'29"E 11.66 feet; thence N87°39'13"E 120.00 feet; thence N74°52'38"E 14.82 feet; thence East 379.41 feet; thence S0°05'18"E along the section line 555.80 feet; thence along the arc of a 15.00 foot radius curve to the left 14.46 feet through a central angle of 55°14'07" (chord: S27°42'22"E 13.91 feet) to the point of beginning.

**Exhibit B**  
**Legal Description of Grantee's Property**

Proposed SUMMIT RIDGE TOWNS, PLAT A

A portion of the Southeast Quarter of Section 10 and the Northeast Quarter of Section 15, Township 10 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the northerly right-of-way line of South Ridge Farms Road, said point being located N0°05'18"W along the section line 149.69 feet and East 6.45 feet from the Southeast Corner of Section 10, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence along said right-of-way line the following two (2) courses: S87°18'00"W 51.91 feet; thence along the arc of a 640.00 foot radius curve to the left 13.81 feet through a central angle of 1°14'10" (chord: S86°40'55"W 13.81 feet); thence northeasterly along the arc of a 15.00 foot radius non-tangent curve to the left (radius bears: N46°10'29"W) 11.50 feet through a central angle of 43°54'49" (chord: N21°52'07"E 11.22 feet); thence N0°05'18"W 270.91 feet; thence N89°17'18"W 228.82 feet; thence S0°42'42"W 20.00 feet; thence N89°17'18"W 181.00 feet; thence N0°42'42"E 20.00 feet; thence N89°17'18"W 78.53 feet; thence N0°42'42"E 57.96 feet; thence N89°17'18"W 194.20 feet; thence N77°47'12"W 16.43 feet; thence N85°02'14"W 192.00 feet; thence N85°01'53"W 26.75 feet; thence N85°35'20"W 176.49 feet; thence S77°44'48"W 111.00 feet; thence S56°49'44"W 116.27 feet; thence S34°15'23"W 162.41 feet; thence East 80.17 feet; thence South 55.00 feet; thence West 84.62 feet; thence South 138.35 feet; thence S6°47'36"E 135.42 feet; thence S17°16'40"E 141.11 feet; thence S72°43'20"W 63.59 feet; thence S17°16'40"E 52.36 feet; thence S72°43'20"W 13.00 feet; thence S17°16'40"E 208.27 feet to the north line of Summit Ridge Parkway; thence along said line southwesterly along the arc of a 2060.00 foot radius non-tangent curve to the left (radius bears: S16°13'50"E) 62.00 feet through a central angle of 1°43'28" (chord: S72°54'26"W 62.00 feet); thence N17°16'40"W 193.25 feet; thence along the arc of a 15.00 foot radius curve to the left 23.89 feet through a central angle of 91°14'13" (chord: N62°53'46"W 21.44 feet); thence N16°36'12"W 55.03 feet; thence northeasterly along the arc of a 15.00 foot radius non-tangent curve to the left (radius bears: N18°30'53"W) 23.24 feet through a central angle of 88°45'47" (chord: N27°06'14"E 20.98 feet); thence N17°16'40"W 89.18 feet; thence along the arc of a 731.00 foot radius curve to the right 33.06 feet through a central angle of 2°35'29" (chord: N15°58'55"W 33.06 feet); thence along the arc of a 15.00 foot radius curve to the left 24.56 feet through a central angle of 93°49'42" (chord: N61°36'02"W 21.91 feet); thence N7°35'20"W 56.02 feet; thence northeasterly along the arc of a 15.00 foot radius non-tangent curve to the left (radius bears: N18°30'53"W) 20.84 feet through a central angle of 79°35'20" (chord: N31°41'27"E 19.20 feet); thence along the arc of a 731.00 foot radius curve to the right 61.26 feet through a central angle of 4°48'06" (chord: N5°42'10"W 61.24 feet); thence S87°07'45"W 13.00 feet; thence northwesterly along the arc of a 744.00 foot radius non-tangent curve to the right (radius bears: N86°42'20"E) 42.78 feet through a central angle of 3°17'40" (chord: N1°38'50"W 42.77 feet); thence North 52.43 feet; thence West 184.15 feet; thence North 77.00 feet; thence West 22.00 feet; thence North 55.00 feet; thence northeasterly along the arc of a 15.00 foot radius non-tangent curve to the left (radius bears: North) 23.56 feet through a central angle of 90°00'00" (chord: N45°00'00"E 21.21 feet); thence East 55.00 feet; thence North 7.52 feet; thence East 13.00 feet; thence North 234.83 feet; thence East 305.64 feet; thence northeasterly along the arc of a 456.00 foot radius non-tangent curve to the right (radius bears: S38°55'30"E) 4.82 feet through a central angle of 0°36'21" (chord: N51°22'41"E 4.82 feet); thence along the arc of a 15.00 foot radius curve to the left 22.21 feet through a central angle of 84°49'23" (chord: N9°16'10"E 20.23 feet); thence N33°08'31"W 8.59 feet; thence along the arc of a 102.50 foot radius curve to the right 37.12 feet through a central angle of 20°45'05" (chord: N22°45'59"W 36.92 feet); thence N70°46'42"E 55.86 feet; thence East 12.86 feet; thence North 44.31 feet; thence N70°16'39"E 117.24 feet; thence N83°16'29"E 115.05 feet; thence S85°02'14"E 123.56 feet; thence East 68.00 feet; thence South 54.21 feet; thence along the arc of a 177.50 foot radius curve to the right 13.09 feet through a central angle of 4°13'30" (chord: S2°06'45"W 13.09 feet); thence S85°35'45"E 152.93 feet; thence North 53.22 feet; thence East 270.99 feet; thence S87°16'29"E 11.66 feet; thence N87°39'13"E 120.00 feet; thence N74°52'38"E 14.82 feet; thence East 379.41 feet; thence S0°05'18"E along the section line 555.80 feet; thence along the arc of a 15.00 foot radius curve to the left 14.46 feet through a central angle of 55°14'07" (chord: S27°42'22"E 13.91 feet) to the point of beginning.



### Exhibit C Depiction of Drainage Channel Location

