

WHEN RECORDED RETURN TO:  
D.R. Horton, Inc.  
12351 South Gateway Park Place, Suite D-100  
Draper, UT 84020  
Attention: Boyd A. Martin

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Space Above for Recorder's Use

## UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

### EAST SIDE SEWER EASEMENT

THIS UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "**Agreement**") is entered into to be effective as of the 21 day of October 2021 (the "**Effective Date**"), by and between MICRON LEHI DEVELOPMENT, LLC, a Delaware limited liability company, its successors and assigns as the owner of the Utility Easement Parcels defined below ("**Micron**"), and D.R. HORTON, INC., a Delaware corporation, its successors and assigns ("**Horton**").

#### RECITALS:

- A. Micron is the owner of those certain parcels of real property, located in Lehi City, Utah County, Utah, which are more particularly described and depicted in Exhibit "A" attached hereto (the "**Utility Easement Parcels**").
- B. Horton has requested and Micron is willing to grant to Horton certain public utility easements in accordance with and subject to the terms of this Agreement.

#### AGREEMENT

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. In addition to the terms defined elsewhere in this Agreement, for purposes of this Agreement, the following terms are defined as follows:

- (a) "**Easement**" and "**Easements**" means individually the Utility Easement or the Temporary Construction Easement and collectively the Utility Easement and the Temporary Construction Easement.

(b) “Parcel” and “Parcels” means individually and collectively the Utility Easement Parcels.

(c) “Party” and “Parties” means individually Micron or Horton and collectively Micron and Horton.

2. Grant of Utility Easement.

(a) Utility Line. Micron, as the owner of Utility Easement Parcels, hereby grants and conveys to Horton a perpetual, non-exclusive right and easement (the “**Utility Easement**”) on, over, under, across and through the Utility Easement Parcels to locate, survey, install, upgrade, expand, entrench, maintain, repair, replace, protect, inspect and operate a below ground sewer line as Horton may elect serving such parcels of real property and such users as Horton may determine from time to time (the “**Utility Line**”). After the completion of the construction and installation of the Utility Line, the size of the Utility Easement Parcels shall automatically be reduced to the actual footprint of the installed Utility Line according to the standards of the City of Lehi. The foregoing grant includes the right of ingress and egress across the Utility Easement Parcels to and from the Utility Line and access on and within the Utility Easement Parcels for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining the Utility Line and the removal or replacement of the same, either in whole or in part, with either like or different size pipe or facilities. Horton may use such portions of the real property owned by Micron that are located along and adjacent to the Utility Line but within the Utility Easement as may be reasonably necessary for the purposes set forth in this Section 2. There shall be no charge for the use of the Utility Easement, and the Utility Easement granted and conveyed hereunder shall inure to the benefit of such persons and entities that Horton authorizes to utilize and benefit from. Horton shall install the Utility Line within the Utility Easement Parcels.

(b) Maintenance, Repair and Replacement. At any time and from time-to-time Horton shall have the right to install, repair, maintain, and/or replace the Utility Line. Horton, at its sole expense, shall comply with all applicable governmental codes, laws, orders, ordinances, regulations and statutes relating to the maintenance, operation, repair, inspection, protection, removal or replacement of the Utility Line.

3. Grant of Temporary Construction Easement. Micron hereby grants and conveys to Horton a non-exclusive, temporary easement for pedestrian and vehicular access (including access by construction vehicles) on, over, across, and through the Utility Easement Parcels and also on, over, across and through those certain parcels of real property whose boundaries are located 30 feet extending perpendicularly in both directions from the center line of the Utility Easement Parcels, by Horton and Horton’s contractors, agents, employees and invitees (“**Horton’s Invitees**”) for purposes related to the construction and installation of Utility Line within the Utility Easement Parcels (the “**Temporary Construction Easement**”).

4. Duration of Temporary Construction Easement. The Temporary Construction Easement shall terminate fifteen (15) days after completion of construction of the Utility Line. Upon the reasonable request of any Party following the expiration or earlier termination of the Temporary Construction Easement, written evidence of the expiration or earlier termination of the

Temporary Construction Easement in recordable form reasonably acceptable to the Parties shall be promptly executed, delivered and recorded by the Parties in the Office of the Recorder of Utah County, Utah. Notwithstanding the foregoing, and for the absence of doubt, the termination of the Temporary Construction Easement effective as of the Effective Date shall be automatic and shall occur without the necessity of any further act (including the recording of a termination of the Temporary Construction Easement).

5. Indemnity. Horton assumes liability for and agrees to indemnify and hold Micron harmless from and against any and all liability, including attorneys' fees, of any nature imposed upon, incurred by, or asserted against Micron arising from or out of the activity or presence upon the Utility Easement Parcels of Horton, its servants, employees, agents, sublessees, assignees, or invitees.

6. Covenants Run with Land. The obligations of the Parties hereunder shall be covenants running with the land and shall be binding upon the owner of the Utility Easement Parcels and its successors in title. The terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the Parties.

7. Breach Shall Not Permit Termination. In the event of any violation or threatened violation by a Party of any of the terms of this Agreement, the other Party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Agreement or provided by law or in equity. It is expressly agreed that a breach of this Agreement shall not entitle any Party to terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such Party may have hereunder by reason of any breach of this Agreement.

8. Notices. Any notices under this Agreement shall be given in writing by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

To Micron:                    Micron Lehi Development, LLC  
    8000 South Federal Way  
    Boise, ID 83716  
    Attention: Head of Global Real Estate

To Horton:                    D.R. Horton, Inc.  
    12351 South Gateway Park Place, Suite D-100  
    Draper, UT 84020  
    Attention: Boyd A. Martin

or to such other addresses as may hereafter be designated in writing by the respective Parties hereto. The time of rendition or giving of notice shall be deemed to be the time when the same is actually received or delivery is attempted by certified or registered mail.

9. General Provisions.

(a) No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions of this

Agreement may only be waived by a writing signed by the Party intended to be benefited by the provisions to be waived specifically acknowledging an intent to waive such provisions. A waiver by a Party of any breach hereunder by any other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

(b) Attorneys' Fees. In the event it becomes necessary for any Party hereto to employ an attorney in order for such Party to enforce its rights hereunder, either with or without litigation, the non-prevailing Party or Parties of such controversy shall pay to the prevailing Party or Parties reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing Party or Parties in enforcing its rights hereunder.

(c) Entire Agreement. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any prior understandings, agreements, or representations, verbal or written pertaining to the subject matter hereof. No modification of, or amendment to, this Agreement shall be effective unless in writing signed by all Parties. This Agreement shall not be supplemented or modified by any course of dealing.

(d) Interpretation. Whenever the context requires construing the provisions of this Agreement, the use of a gender shall include both genders, use of the singular shall include the plural, and the use of the plural shall include the singular. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar importance) are used with respect thereto. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party. Unless otherwise provided, references to Articles and Sections refer to the Articles and Sections of this Agreement.

(e) Further Assurances. All Parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be necessary in order to complete and evidence the conveyance, transfer or termination herein provided and to do all things as may be reasonably requested in order to carry out the intent and purpose of this Agreement.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

(g) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.

(h) Relationship of Parties. The Parties shall not, by this Agreement nor by any act of any Party, be deemed principal and agent, limited or general partners, joint venturers or to

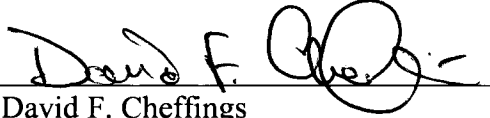
have any other similar relationship to each other in the conduct of their respective businesses, or otherwise.

(i) Authority. Each undersigned represents and warrants that each has been duly authorized by all necessary corporate, company or governmental action, as appropriate, to execute this Agreement for and on behalf of the respective Parties.

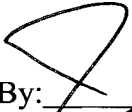
(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement to be effective as of the Effective Date.

MICRON LEHI DEVELOPMENT, LLC,  
a Delaware limited liability company

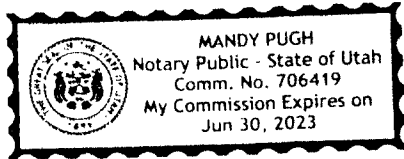
By:   
Name: David F. Cheffings  
Title: Vice President

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

By:   
Name: Jonathan S. Thornley  
Title: Division CFO

STATE OF Utah )  
COUNTY OF Utah : ss.

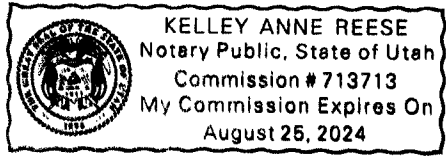
The foregoing document was duly acknowledged before me this 20 day of October, 2021, by David F. Cheffings, the Vice President of MICRON LEHI DEVELOPMENT, LLC, a Delaware limited liability company.



Mandy Pugh  
NOTARY PUBLIC

STATE OF UTAH )  
COUNTY OF SALT LAKE : ss.

The foregoing instrument was acknowledged before me this 21 day of OCTOBER 2021, by Jonathan Thomas as the DIVISION CFO of D.R. HORTON, INC., a Delaware corporation.



[Signature]  
NOTARY PUBLIC

**EXHIBIT A  
TO  
UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT  
AGREEMENT**

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**Legal Description of the Utility Easement Parcels**

The real property referenced in the foregoing instrument as the Utility Easement Parcels is located in Lehi City, Utah County, Utah and is more particularly described as follows:

**20' WIDE SEWER EASEMENT ALONG EAST SIDE OF MICRON**

Located in the Northwest Quarter and Southwest Quarter of Section 27, and the Northwest Quarter of Section 34, Township 4 South, Range 1 East, Salt Lake Base and Meridian, described by survey as follows:

Beginning at a point located N89°52'57"E along the Section Line 1812.08 feet and South 2112.69 feet from the Northwest Corner of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence S36°48'06"E 206.02 feet; thence S09°32'45"E 443.96 feet; thence S59°23'12"W 259.28 feet; thence S01°57'18"E 559.87 feet; thence S64°52'48"E 273.15 feet; thence S04°10'48"W 1309.79 feet; thence S21°25'06"E 47.51 feet; thence S27°34'25"E 373.06 feet; thence S21°25'06"E 201.66 feet; thence S10°01'50"E 941.89 feet; thence S00°00'38"W 81.24 feet; thence S89°41'22"W 5.92 feet; thence N10°01'50"W 1018.89 feet; thence N21°25'06"W 198.59 feet; thence N27°34'25"W 373.06 feet; thence N21°25'06"W 53.13 feet; thence N04°10'48"E 1300.57 feet; thence N64°52'48"W 271.63 feet; thence N01°57'18"W 583.97 feet; thence N59°23'12"E 257.42 feet; thence N09°32'45"W 425.39 feet; thence N36°48'06"W 201.17 feet; thence N53°11'54"E 20.00 feet to the point of beginning.

Contains: ±2.14 Acres

±93,241 Sq. Ft.