

WHEN RECORDED RETURN TO:
Micron Lehi Development, LLC
8000 South Federal Way
Boise, ID 83716
Attention: Head of Global Real Estate

Tax Parcel 11-029-0045

Space Above for Recorder's Use

**EASEMENT AGREEMENT
(UPPER STORM DRAIN DETENTION POND AND INLET CHANNEL EASEMENT)**

THIS EASEMENT AGREEMENT (this "**Agreement**") is entered into to be effective as of the 10th day of March, 2021 (the "**Effective Date**"), by and between D.R. HORTON, INC., a Delaware corporation, its successors and assigns as the owner of the Easement Parcel defined below ("**Horton**"), and MICRON LEHI DEVELOPMENT, LLC, a Delaware limited liability company, its successors and assigns ("**Micron**"). "**Party**" and "**Parties**" means individually Micron or Horton and collectively Micron and Horton.

RECITALS:

A. Horton 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 "**Easement Parcel**").

B. Micron has requested and Horton is willing to grant to Micron certain private 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. Grant of Easement.

(a) Detention Pond. Horton, as the owner of Easement Parcel, hereby grants and conveys to Micron a perpetual, non-exclusive right and easement (the "**Easement**") on, over, under, across and through the Easement Parcel to locate, survey, install, upgrade, entrench, maintain, repair, replace, inspect and operate a storm drain detention pond and inlet channel, at Micron's sole cost and expense, serving such parcels of real property owned by Micron as Micron may determine from time to time (collectively, the "**Detention Pond**"). After the completion of the construction and installation of the Detention Pond, the size of the Easement Parcel shall automatically be reduced to the actual footprint within the Easement Parcel of the installed Detention Pond according to the standards of the City of Lehi. The foregoing grant includes the right of ingress and egress across the Easement Parcel to and from the Detention Pond and access on and within the Easement Parcel for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining the Detention Pond. There shall be

no charge for the use of the Easement, and the Easement granted and conveyed hereunder shall inure solely to the benefit of Micron.

(b) Maintenance, Repair and Replacement; Compliance with Laws. At any time and from time-to-time Micron shall have the right, at Micron's sole cost and expense, to install, repair, maintain, the Detention Pond. Micron, at its sole cost and expense, shall comply with all applicable governmental codes, laws, orders, ordinances, regulations and statutes relating to the use of the Easement by Grantee and relating to the use, maintenance, operation, repair, inspection, and protection of the Detention Pond within the Easement Parcel.

2. Damage; Repair; Restoration and Indemnification. Micron, at its sole cost and expense, shall defend, indemnify and hold harmless Horton, its officers, shareholders, employees, agents, contractors and affiliates against and from any and all claims, losses, damages, liabilities and expenses, including, but not limited to, litigation expenses and attorneys' fees, arising out of: (a) the breach by Micron of its obligations, covenants and duties under this Agreement, and/or (b) injuries or damages to persons or property (including the Easement Parcel), by reason of any cause whatsoever arising from the use or occupation of the Easement by Micron or any of Micron's Invitees.

3. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Easement Parcel to or for the general public or for any public purpose whatsoever.

4. Reservation of Rights by Horton. Horton reserves unto itself and to its successors in interest as the owner of the Easement Parcel the perpetual right: (a) to enter upon, over, along, across, within, through and under the Easement Parcel, (b) to grant or place other easements and licenses upon, over, along, across, within, through and under the Easement Parcel, (c) to utilize the Easement Parcel for any purpose, and/or (d) to install landscaping and/or to make improvements to the surface of the Easement Parcel, provided that the exercise by Horton of any such reserved rights shall not damage any portion of the Detention Pond or materially diminish Micron's use or enjoyment of the Easement Parcel for the purposes granted in Section 1 above. Horton reserves unto itself and to its successors in interest as the owner of the Easement Parcel the perpetual right to relocate the Easement, the location of the Easement Parcel and the Detention Pond within the Easement Parcel, provided that Horton shall be responsible for all the costs and expenses incurred by Horton in causing the relocation of the Easement, the Easement Parcel and the Detention Pond, and provided that such activities and efforts by Horton to relocate the Easement, the Easement Parcel and the Detention Pond shall not materially disrupt the services received by Micron as the result of the existence of the Easement and the Detention Pond.

5. 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 Easement Parcel 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.

6. 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.

7. 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 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.

8. 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 document 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 and to pursue its remedies hereunder, either with or without litigation, the non-prevailing Party of such controversy shall pay to the prevailing Party reasonable attorneys' fees and, in addition, all costs and expenses as are incurred by the prevailing Party in enforcing its rights and to pursue its remedies 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 Sections refer to the 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 creation, reduction, relocation or termination of the Easement as provided herein 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 Party represents and warrants that each such Party been duly authorized by all necessary corporate or company action, as appropriate, to execute this Agreement.

(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.

[Remainder of Page Left Intentionally Blank]

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

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

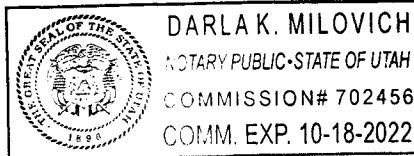
By: _____
Name: Jonathan S. Thornley
Title: Division CFO

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

The foregoing document was duly acknowledged before me this 10th day of March, 2021, by David Cheffings in such person's capacity as the Vice President of MICRON LEHI DEVELOPMENT, LLC, a Delaware limited liability company.

Darla K. Milovich
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:
10/18/22



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 Cheffings
Title: Vice President

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

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

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

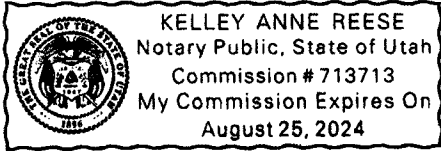
The foregoing document was duly acknowledged before me this 10th day of March, 2021, by David Cheffings in such person's capacity as the Vice President of MICRON LEHI DEVELOPMENT, LLC, a Delaware limited liability company.


NOTARY PUBLIC
Residing at: _____

My Commission Expires:

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

The foregoing instrument was acknowledged before me this 10th day of March, 2021, by Jonathan S. Thornley in such person's capacity as the Division CFO of D.R. HORTON, INC., a Delaware corporation.





NOTARY PUBLIC
Residing at: SALT LAKE COUNTY, UTAH

My Commission Expires:

AUGUST 25, 2024

**EXHIBIT A
TO
EASEMENT AGREEMENT
(UPPER STORM DRAIN DETENTION POND AND INLET CHANNEL EASEMENT)**

Legal Description of the Easement Parcel

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

A perpetual storm drain detention pond easement to operate and maintain a detention pond and inlet channel, situate in the SW1/4 S28, T. 4 S., R. 1 E., SLB&M. The boundaries of said easement are described as follows: Beginning at a point which is N89° 58' 12"W 2127.71 feet along the section line and NORTH 1092.16 feet from the S1/4 Quarter Corner of said Section 28; and running thence N05° 03' 24"W 40.19 feet; thence N17° 04' 31"E 96.74 feet; thence N63° 40' 29"E 55.73 feet; thence N87° 21' 30"E 434.70 feet; thence S84° 42' 56"E 87.62 feet; thence N84° 33' 43"E 536.52 feet; thence N70° 39' 14"E 140.24 feet; thence SOUTH 42.39 feet; thence S70° 39' 14"W 130.21 feet; thence S81° 15' 02"W 540.12 feet; thence S36° 19' 25"W 110.15 feet; thence S88° 56' 06"W 540.88 feet to the point of beginning. The above described easement area contains 2.928 acres or 127,561 square feet more or less.