

WHEN RECORDED, MAIL TO:

D.R. Horton, Inc.
c/o Krisel Travis
12351 S. Gateway Park Place, Suite D-100
Draper, Utah 84020



ENT 48855:2016 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2016 Jun 01 9:18 AM FEE 16.00 BY DA
RECORDED FOR HORTON, D R

UNDERGROUND SERVICE LINE EASEMENTS

For good and valuable consideration, D.R. HORTON, INC., a Delaware corporation ("Grantor"), hereby conveys and grants unto the CITY OF SARATOGA SPRINGS and all utility service providers approved by said City (collectively, "Grantee"), for Grantee's use and benefit, permanent, non-exclusive easements (the "Easements") over and through those portions of Grantor's real property concerning the Legacy Farms Master Planned Community located in Utah County, State of Utah, more particularly described as follows (the "Easement Property"):

The Easement Property is 8 feet-wide for installation, maintenance and access of an underground service lines (gas, cable TV, and other "dry" utility services), and is described as follows:

See Legal Descriptions of the Easements attached hereto collectively as Exhibit "A" and incorporated herein by reference.

The Easement Property is depicted in the "Easement Exhibit" attached hereto as part of Exhibit "A"

The Easement granted hereby shall include the following rights, terms, and conditions:

1. Grantee may use the Easement Property for the installation, operation, maintenance, inspection, repair, alteration, and replacement of underground service lines such as gas, cable T.V., and other dry utility services, but for no other purpose;
2. Grantor will not unreasonably interfere with Grantee's use of the Easement Property for the purposes stated herein; provided, however, that Grantor shall be allowed to construct and install the improvements required by the City of Saratoga Springs even if they are located within the Easement Property. Similarly, Grantee shall use the Easement Property in a manner that does not unreasonably interfere with or impair Grantor's intended development of the subject residential community; and
3. The rights and privileges granted herein, and the corresponding obligations, shall inure to the benefit of the parties and be binding on their successors-in-interest or assigns.
4. By making any use of the Easement Property for the purposes stated herein, Grantee (and Grantee's successors and assigns) shall be deemed to have accepted, and will

be bound by and obligated to comply with, the terms and conditions set forth in this instrument.

This instrument and the Easement granted herein may not be terminated, extended, modified or amended without the written consent of Grantor and Grantee, or their successor-in-interest or assigns, and any such termination, extension, modification or amendment shall be effective only when duly recorded in the official records of the Utah County Recorder. Notwithstanding the preceding sentence, it is anticipated that a subdivision plat will be approved by the City (Grantee herein) and recorded for the subject property and will depict the easements described in this instrument. In the event of any conflict between the easements described in this instrument and the easements depicted or described in the recorded plat, the recorded plat shall govern and supersede this instrument.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the dates set forth below, to be effective on the recording date hereof.

GRANTOR:

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

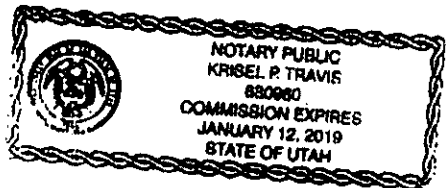
By: [Signature]
Its: DIVISION CFO

STATE OF UTAH)
) : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 24 day of May, 2016 by Jonathan S. Thornley, in his/her capacity as DIVISION CFO of D.R. Horton, Inc.

[Signature]
Notary Public

SEAL:



**Exhibit A
Easement**

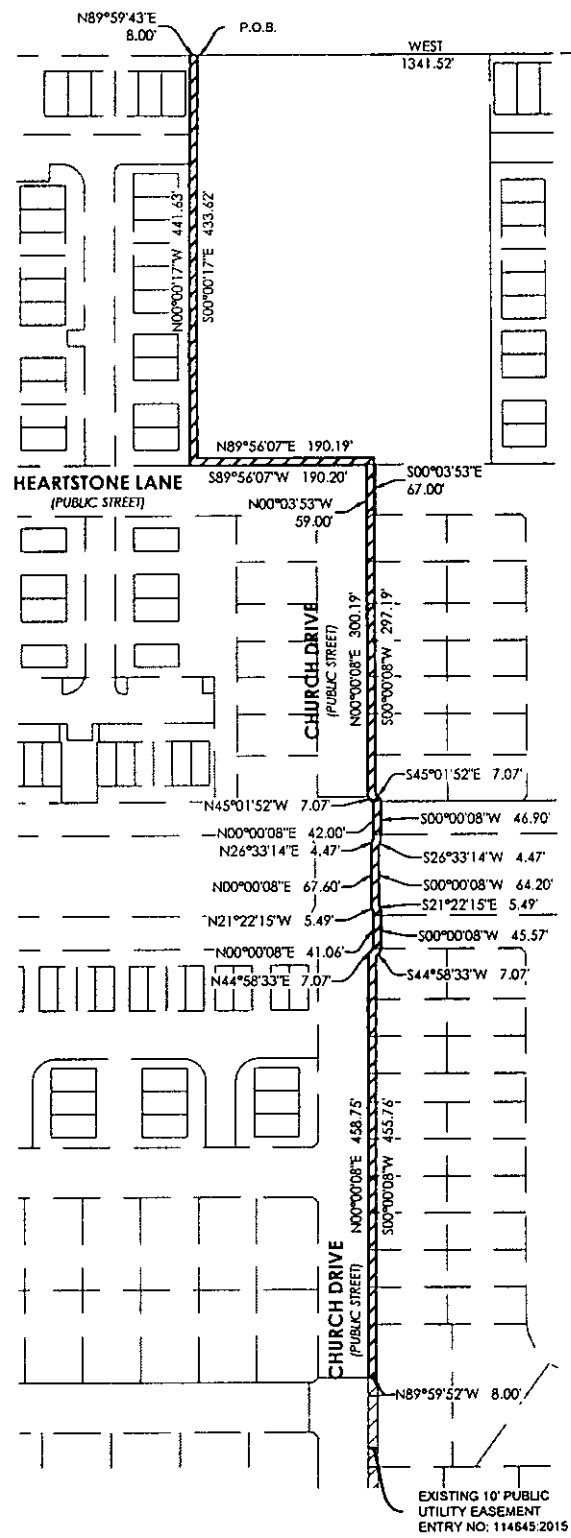
(Legal Description of Easement; and Easement Exhibit)

PUE Easement along Phase 2C, D & E Plat(s)
5/24/2016

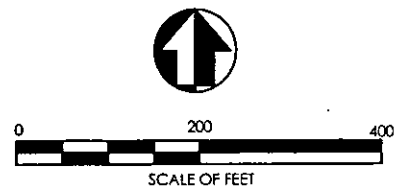
A parcel of land situate in the Northeast Quarter of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point South 00°33'28" West 35.45 feet and West 1,341.52 feet from the East Quarter Corner of said Section 26 to the POINT OF BEGINNING and running thence South 00°00'17" East 433.62 feet; thence North 89°56'07" East 190.19 feet; thence South 00°03'53" East 67.00 feet; thence South 00°00'08" West 297.19 feet; thence South 45°01'52" East 7.07 feet; thence South 00°00'08" West 46.90 feet; thence South 26°33'14" West 4.47 feet; thence South 00°00'08" West 64.20 feet; thence South 21°22'15" East 5.49 feet; thence South 00°00'08" West 45.57 feet; thence South 44°58'33" West 7.07 feet; thence South 00°00'08" West 455.76 feet; thence North 89°59'52" West 8.00 feet; thence North 00°00'08" East 458.75 feet; thence North 44°58'33" East 7.07 feet; thence North 00°00'08" East 41.06 feet; thence North 21°22'15" West 5.49 feet; thence North 00°00'08" East 67.60 feet; thence North 26°33'14" East 4.47 feet; thence North 00°00'08" East 42.00 feet; thence North 45°01'52" West 7.07 feet; thence North 00°00'08" East 300.19 feet; thence North 00°03'53" West 59.00 feet; thence South 89°56'07" West 190.20 feet; thence North 00°00'17" West 441.63 feet; thence North 89°59'43" East 8.00 feet to the POINT OF BEGINNING.

Containing 12,993 square feet or 0.30 acres, more or less.

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BASIS OF BEARING 502°41'25"W 2764.73' (MEASURED)



PSOMAS

4179 Riverboat Road, Suite 200
 Salt Lake City, Utah 84123
 (801) 270-5777 (801) 270-5782 (FAX)

LEGACY FARMS PLAT 2-C, D & E
 CHURCH STREET PUE
 EXHIBIT (5-24-2016)

Scale: 1"=200'
 Drawn by: SRV
 Checked by: CAE

PROJECT NO.
 BDRH010600
 FIGURE #
 A-1