

WHEN RECORDED RETURN TO:
D.R. Horton, Inc.
12351 South Gateway Park Place, Suite D-100
Draper, UT 84020
Attention: Boyd A. Martin *385-522-1731*

ENT **110800:2021** PG 1 of 9
Andrea Allen
Utah County Recorder
2021 Jun 18 02:11 PM FEE 40.00 BY LT
RECORDED FOR Cottonwood Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED

Space Above for Recorder's Use

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is entered into to be effective as of the 20 day of May, 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 CAMBRIA HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation, its successors and assigns ("**Cambria**"). "**Party**" and "**Parties**" means individually Cambria or Horton and collectively Cambria and Horton.

RECITALS:

A. Horton is the owner of that certain parcel of real property, located in Pleasant Grove City, Utah County, Utah, which is more particularly described and depicted in Exhibit "A" attached hereto (the "**Easement Parcel**").

B. Cambria has requested and Horton is willing to grant to Cambria a private easement 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) Access and Utility Lines. Horton, as the owner of Easement Parcel, hereby grants and conveys to Cambria 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 below ground storm drain pipes and sewer pipes, at Cambria's sole cost and expense, serving the Cambria Condominiums Phase 15 located adjacent to the Easement Parcel (collectively, the "**Utility Lines**"). The foregoing grant includes the right of ingress and egress across the Easement Parcel to and from the Utility Lines and access on and within the Easement Parcel for the purposes of surveying, constructing,

inspecting, repairing, protecting, operating and maintaining the Utility Lines and the removal or replacement of the same, either in whole or in part, with either like or different size pipes. 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 Cambria.

(b) Maintenance, Repair and Replacement; Compliance with Laws. At any time and from time-to-time Cambria shall have the right, at Cambria's sole cost and expense, to install, repair, maintain, and/or replace any of the Utility Lines. Cambria, 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 Cambria and relating to the use, maintenance, operation, repair, inspection, protection, removal or replacement of the Utility Lines within the Easement Parcel.

2. Cambria's Obligation to Repair. Cambria shall repair any and all damage caused to the Easement Parcel and all improvements of any nature located upon or within the Easement Parcel, including without limitation utility lines and pipes of any nature, and to any real property adjacent to the Easement Parcel and any all improvements located thereon, which damage may be caused as the result of Cambria's use of the Easement Parcel pursuant to this Agreement, including without limitation any damage caused by sewage or storm drain water flowing onto the Easement Parcel or any adjacent real property from a leaking or broken sewer pipe or storm drain pipe that has been installed by Cambria within the Easement Parcel.

3. Liens. Cambria shall not suffer or permit any mechanics', materialmens' or other liens to be recorded against the Easement Parcel by reason of work, labor, services or materials requested by or supplied to Cambria. Horton shall have the right to post and maintain on the Easement Parcel any notices that may be provided by law which Horton may deem necessary or advisable for the protection of Horton and the Easement Parcel from mechanics' liens. If any such mechanics' or materialmens' lien is recorded against all or a portion of the Easement Parcel, then Cambria shall remove such lien either through payment in full or through the recording of a release bond within fifteen (15) days after Cambria's receipt of notice of recordation of such lien.

4. Insurance. If Cambria desires to enter the Easement Parcel for any purpose, including without limitation to install, maintain, repair or replace the Utility Lines within the Easement Parcel, then prior to entering upon the Easement Parcels, Cambria shall give to Horton written notice of such intent at least thirty (30) days prior to entering upon the Easement Parcel. Prior to the date that Cambria enters upon the Easement Parcel, Cambria shall, at its sole cost and expense, procure and maintain in effect during the period of time that Cambria is conducting any activities upon the Easement Parcel the following insurance coverage: (i) workers' compensation insurance required under state law; and (ii) a policy of general liability insurance written by one or more responsible insurance carrier(s) which will include Horton and PG Boulevard Owners Association, Inc., a Utah nonprofit corporation (the "Association") as additional insureds insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on or about the Easement Parcel arising from Cambria's conduct, with a liability limit under such insurance of not less than \$1,000,000 aggregate and \$1,000,000 per occurrence. Prior to entering upon the Easement Parcel for any purpose,

In case of Emergency call Boyd Martin

Cambria shall furnish Horton and the Association with certificates of insurance issued by the appropriate insurance carrier(s) evidencing compliance with the terms of this Section 4.

5. Damage; Repair; Restoration and Indemnification. Cambria, at its sole cost and expense, shall defend, indemnify and hold harmless Horton and the Association and their 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 Cambria 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 Cambria or any of Cambria's invitees.

6. 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.

7. 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 Utility Lines or materially diminish Cambria'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 Utility Lines 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 Utility Lines, and provided that such activities and efforts by Horton to relocate the Easement, the Easement Parcel and the Utility Lines shall not materially disrupt the services received by Cambria as the result of the existence of the Easement and the Utility Lines.

8. 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.

9. 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 Cambria: Cambria Homeowners Association, Inc.
Jeanette M. Nunn - HOA President
clo - Parker Brown
187 W. Main, Lehi, UT 84043
801-766-9998

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.

10. 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) Successors and Assigns. The rights and obligations of the Parties hereto shall be binding upon and shall benefit their respective successors and assigns.

(k) 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.

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

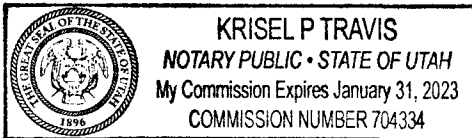
By: Adam R. Loser
Name: Adam R. Loser
Title: Vice President
Date of Execution: May 20, 2021

CAMBRIA HOMEOWNERS ASSOCIATION, INC.,
a Utah nonprofit corporation

By: Jeanette M. Nunn
Name: Jeanette M. Nunn
Title: Cambria HOA Board President
Date of Execution: May 19, 2021

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

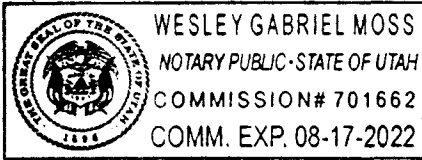
The foregoing instrument was acknowledged before me this 20 day of May, 2021, by Adam R. Loser, in such person's capacity as the Vice President of D.R. HORTON, INC., a Delaware corporation.



Krisel P Travis
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 19th day of May, 2021, by JEANETTE M. NUNN, in such person's capacity as the PRESIDENT of CAMBRIA HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation.



Wes Moss
NOTARY PUBLIC

EXHIBIT A
TO
EASEMENT AGREEMENT

Legal Description of the Easement Parcel

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

BEGINNING AT A POINT WHICH IS SOUTH 89°44'08" WEST 916.00 FEET AND SOUTH 26.58 FEET FROM THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; TO A POINT ON THE RIGHT OF WAY OF 100 SOUTH STREET; THENCE ALONG SAID RIGHT OF WAY AND AN ARC 54.23 FEET TO THE LEFT, HAVING A RADIUS OF 330.00 FEET, THE CHORD BEARS N 70°51'51" W FOR 54.17 FEET; THENCE N 77°28'21" W 60.15 FEET; THENCE S 89°59'47" E.143.10 FEET; THENCE S 47°09'10" W 45.29 FEET TO THE POINT OF BEGINNING.

