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1/13/2017 2:41:00 PM \$23.00
Book - 10520 Pg - 7056-7061
Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

When recorded, return to:

Paxton R. Guymon, Esq.
YORK HOWELL & GUYMON
6405 South 3000 East #150
Salt Lake City, Utah 84121

To be recorded against County Tax Parcels:
26-25-401-003; 26-25-401-002 and
26-25-400-066

610591-DF

ACCESS AND UTILITY EASEMENT
(Salt Lake County, Utah)

For good and valuable consideration received, D.R. Horton, Inc., a Delaware corporation doing business in the State of Utah ("Grantor") hereby grants unto The Miller Crossing, LLC, a Utah limited liability company ("Grantee") a perpetual, non-exclusive easement and right-of-way for access (ingress and egress) with underground utility lines (the "Easement"), over Grantor's real property situated in Salt Lake County, State of Utah, which Easement is more particularly described on Exhibit "A" Attached hereto as Exhibit "B" is a map depicting the location of the Easement over the Grantor's property.

For identification and recording purposes, the Grantor property that is burdened by the Easement is commonly known as "Miller Crossing Pod 7" and is identified as Salt Lake County Tax Parcel 26-25-401-002 and 26-25-401-003(the "Burdened Property"). The property that benefits from the Easement, which property has been or will be acquired by Grantee, is identified as Salt Lake County Tax Parcel(s): 26-25-400-066 (the "Benefited Property"). This instrument shall be recorded in the Salt Lake County Recorder's Office against both the Burdened Property and the Benefited Property.

The Easement is further defined and governed by the following provisions:

(a) The dimensions of the Easement are set forth in Exhibits "A" and "B" hereto, and are intended to be of sufficient width and appropriate location to allow for adequate vehicular ingress/egress to and from Grantee's residential development ("Grantees' Project").

(b) Grantee shall have the right (but only at the boundary line between Grantor's property and Grantee's property) to connect to the roadway and utility line improvements in the Easement area to satisfy the access and utility line needs for residential development of Grantee's Project (i.e., the Benefited Property).

(c) Grantor reserves for itself and its successors and assigns the right to use the Easement property and the improvements thereon to access any and all adjacent or nearby lots for construction and residential use within Grantor's property, and to connect to utility lines within the Easement. If Grantor damages any of the improvements, including but not limited to asphalt, sidewalk, curb and gutter, Grantor shall be responsible to repair any such damage.

(d) Grantee and its contractors and subcontractors shall be entitled to make use of the Easement immediately for all purposes related to the development of the Benefited Property.

The Easement created by this instrument shall be appurtenant to the Benefited Property (Grantee's Project) and shall be binding on the Burdened Property (owned by Grantor and its successors and assigns). The Easement may not be transferred, assigned, or encumbered except as an appurtenance to the Grantee Property. The Easement shall be binding upon and inure to the benefit of Grantor and Grantee, and all subsequent owners of the Burdened Property and the Benefited Property.

This instrument may not be terminated, extended, modified, or amended without the written consent of each owner of the respective properties, and any such termination, modification or amendment shall be effective only when it is executed and acknowledged by each of the owners, and recorded with the Salt Lake County Recorder.

If any owner of the affected properties files a court action to enforce or interpret this instrument or for damages due to a breach of any provision hereof, the prevailing party shall be entitled to recover from the other party(ies) reasonable attorneys' fees, costs, and other expenses incurred in any such action or any appeal, in addition to the other relief to which the prevailing party may be entitled.

This instrument shall be governed by, and construed in accordance with the laws of the State of Utah. Whenever possible, each provision of this instrument shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this instrument shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions.

The Easement and the rights created by this instrument shall not be subordinated to, or made junior in priority to, any financing liens or encumbrances.

Each of the undersigned persons executing this instrument represents and warrants that he/she has been duly authorized to sign this instrument on behalf of the entity indicated, and to bind said entity to the terms and conditions of this instrument.

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

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ in his/her capacity as _____ of D.R. Horton, Inc., a Delaware corporation the "Grantor" identified above.

Notary Public

SEAL:

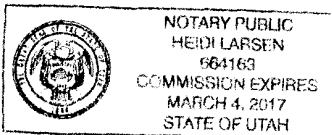
GRANTEE:

The Miller Crossing, LLC

By: [Signature]
Name: R. Lynn Bowler
Title: Manager

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

The foregoing instrument was acknowledged before me this 12 day of January, 2017, by Randy Lynn Bowler in his/her capacity as Manager of The Miller Crossing, LLC, a Utah limited liability company the "Grantee" identified above.



[Signature]
Notary Public

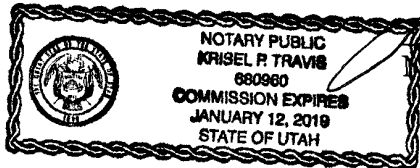
GRANTOR:

D.R. Horton, Inc.

By: [Signature]
Name: Jonathan S. Thornley
Title: Division CFO

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

The foregoing instrument was acknowledged before me this 10 day of January, 2017, by Jonathan S. Thornley in his/her capacity as CFO of D.R. Horton, Inc., a Delaware corporation the "Grantor" identified above.

[Signature]
Notary Public


SEAL:

GRANTEE:

The Miller Crossing, LLC

By: _____
Name: _____
Title: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ in his/her capacity as _____ of The Miller Crossing, LLC, a Utah limited liability company the "Grantee" identified above.

Notary Public

SEAL:

EXHIBIT "A"

(Legal Description of Easement over Grantor Property)

The legal description of the Easement on Grantor's Property is as follows:

Beginning at a point being South 89°52'44" East 2,625.23 feet along the section line and North 1,437.79 feet from the Southwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 00°10'06" West 25.00 feet;
thence North 89°49'54" East 115.69 feet;
thence Northeasterly 164.50 feet along the arc of a 237.50 foot radius curve to the left (center bears North 00°10'06" West and the chord bears North 69°59'23" East 161.23 feet with a central angle of 39°41'02");
thence North 50°08'52" East 35.55 feet;
thence Northeasterly 47.91 feet along the arc of a 30.50 foot radius curve to the left (center bears North 39°51'08" West and the chord bears North 05°08'52" East 43.13 feet with a central angle of 90°00'00");
thence North 39°51'08" West 361.86 feet;
thence Northwesterly 44.66 feet along the arc of a 315.50 foot radius curve to the right (center bears North 50°08'52" East and the chord bears North 35°47'51" West 44.62 feet with a central angle of 08°06'35");
thence Northwesterly 40.27 feet along the arc of a 284.50 foot radius curve to the left (center bears South 58°15'27" West and the chord bears North 35°47'51" West 40.23 feet with a central angle of 08°06'35");
thence North 39°51'08" West 50.00 feet;
thence North 50°08'52" East 25.00 feet;
thence South 39°51'08" East 50.00 feet;
thence Southeasterly 43.81 feet along the arc of a 309.50 foot radius curve to the right (center bears South 50°08'52" West and the chord bears South 35°47'51" East 43.77 feet with a central angle of 08°06'35");
thence Southeasterly 41.12 feet along the arc of a 290.50 foot radius curve to the left (center bears North 58°15'27" East and the chord bears South 35°47'51" East 41.08 feet with a central angle of 08°06'35");
thence South 39°51'08" East 770.68 feet;
thence Southeasterly 24.79 feet along the arc of a 809.50 foot radius curve to the right (center bears South 50°08'52" West and the chord bears South 38°58'30" East 24.79 feet with a central angle of 01°45'16");
thence South 53°04'25" West 25.01 feet;
thence Northwesterly 23.51 feet along the arc of a 784.50 foot radius curve to the left (center bears South 51°51'54" West and the chord bears North 38°59'37" West 23.51 feet with a central angle of 01°43'02");
thence North 39°51'08" West 322.82 feet;
thence Northwesterly 47.91 feet along the arc of a 30.50 foot radius curve to the left (center bears South 50°08'52" West and the chord bears North 84°51'08" West 43.13 feet with a central angle of 90°00'00");
thence South 50°08'52" West 35.55 feet;
thence Southwesterly 181.81 feet along the arc of a 262.50 foot radius curve to the right (center bears North 39°51'08" West and the chord bears South 69°59'23" West 178.20 feet with a central angle of 39°41'02");
thence South 89°49'54" West 115.69 feet to the point of beginning.

Contains 32,516 Square Feet or 0.746 Acres

EXHIBIT "B"

Map Depicting Location of Easement

