

Gary Christensen Washington County Recorder
03/14/2023 10:29:16 AM Fee \$298.00 By
COTTONWOOD TITLE INSURANCE AGENCY,
INC.

WHEN RECORDED RETURN TO:

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

Space Above for Recorder's Use

GRANT OF UTILITY EASEMENT

THIS GRANT OF UTILITY EASEMENT (this "**Grant of Easement**") is entered into to be effective as of the 13 day of March, 2023 (the "**Effective Date**"), by D.R. HORTON, INC., a Delaware corporation, its successors and assigns as the owner of the Units defined below ("**Horton**").

RECITALS:

A. Horton is the owner of those certain residential townhome units within the Long Valley Trails Master Planned Community located in Washington City, Washington County, Utah, which are more particularly described in Exhibit "A" attached hereto (the "**Units**").

B. Horton desires to grant and create certain non-exclusive, perpetual easements pertaining to and benefiting the Units in accordance with and subject to the terms of this Grant of Easement.

AGREEMENT

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

1. Grant of Utility Easement.

(a) Utility Lines. Horton, as the owner of all of the Units, hereby grants and creates a perpetual, non-exclusive right and easement (the "**Utility Easement**") on, over, across and through the exterior wall of the enclosed garage of Unit Nos. 2005, 2006, 2015, 2016, 2025, 2026, 2034, 2035, 2131, 2046, 2047, 2056, 2057, 2067, 2068, 2078, 2079, 2087, 2088, 2097 and 2098 (collectively, the "**End Cap Units**") and also on, over, across and through the truss areas located above the garages and/or entry area of all of the Units (the exterior wall of the End Cap Units and the truss areas above the garages and/or entry area of all of the Units being collectively referred to herein as the "**Easement Area**") to install, maintain, repair, replace, inspect and operate electric power lines and low-voltage internet, telephone, cable television and similar data transmission cables (collectively the "**Utility Lines**") for the purpose of providing service through such Utility Lines for the benefit of all of the Units.

(b) Maintenance, Repair and Replacement. At any time and from time-to-time the owner of a Unit that is benefitted and served by the Utility Lines for such Unit within

the Easement Area shall have the right to install, repair, maintain, and/or replace any of the Utility Lines that benefit such owner's Unit. The owner of each Unit, 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 Lines that service and benefit such owner's Unit.

2. Damage; Repair; Restoration and Indemnification. The owner of each Unit, at its sole cost and expense, shall defend, indemnify and hold harmless the owners of all of the other Units against and from any and all claims, losses, damages, liabilities and expenses, including, but not limited to, attorneys' fees, arising out of injuries or damages to persons or property by reason of any cause whatsoever arising from the installation, maintenance, use, repair or replacement of any of the Utility Lines within the Easement Area that benefit such owner's Unit.

3. Covenants Run with Land. The obligations of all of the owners of all of the Units hereunder shall be covenants running with the land and shall be binding upon the owners of the Units and their successors in title. The terms, conditions and provisions of this Grant of Easement shall extend to and be binding upon the successors and assigns of the owners of the Units.

4. General Provisions.

(a) No Waiver. The failure of a Unit owner to enforce any provision of this Grant of Easement shall not constitute a waiver of the right to enforce such provision. The provisions of this Grant of Easement may only be waived by a writing signed by the owner of a Unit intended to be benefited by the provisions to be waived specifically acknowledging an intent to waive such provisions. A waiver by an owner of a Unit of any breach hereunder by any other owner of a Unit 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 owner of a Unit to employ an attorney in order for such owner 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 or their rights hereunder.

(c) Entire Agreement. This Grant of Easement, together with all exhibits and attachments, constitutes the entire agreement of Horton 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 Grant of Easement shall be effective unless in writing signed by the then current owner or owners of the Units. This Grant of Easement shall not be supplemented or modified by any course of dealing.

(d) Interpretation. Whenever the context requires construing the provisions of this Grant of Easement, 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

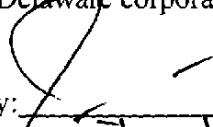
limitation” or “but not limited to” (or words of similar importance) are used with respect thereto. The provisions of this Grant of Easement shall be construed as a whole and not strictly for or against any party.

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

(f) Severability. If any term or provision of this Grant of Easement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Grant of Easement, 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 Grant of Easement 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 Grant of Easement.


IN WITNESS WHEREOF Horton has executed this Grant of Easement to be effective as of the Effective Date.

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

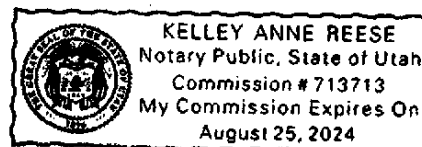
By: 
Name: Jonathan S. Thornley
Title: Division CFO

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 12 day of March, 2023, by Jonathan S Thornley, as the DIVISION CFO of D.R. HORTON, INC., a Delaware corporation.



NOTARY PUBLIC



**EXHIBIT A
TO
GRANT OF UTILITY EASEMENT**

Legal Description of the Units

The residential townhome units referenced in the foregoing instrument as the Units are located in Washington City, Washington County, Utah and are more particularly described as follows:

Units 2001 through 2023, inclusive, 2026 through 2034, inclusive, 2036, and 2041 through 2137, inclusive, LABYRITH POINT AT LONG VALLEY PHASE 1 AMENDED, according to the official plat thereof as recorded in the office of the Washington County Recorder.

Tax Parcels: W-LPLV-1-2001 through W-LPLV-1-2023, inclusive,
W-LPLV-1-2026 through W-LPLV-1-2034, inclusive,
W-LPLV-1-2036, and W-LPLV-1-2041 through W-LPLV-1-2137, inclusive.