

## WHEN RECORDED, RETURN TO:

Washington City Public Works  
1305 E. Washington Dam Road  
Washington, Utah 84780

Tax ID: ~~W-4207, W-SPLV-2-Common~~~~W-LPLV-1-Common~~**W-4207; W-SPLV-2-Common; W-LPLV-1-Common****PUBLIC UTILITY AND DRAINAGE EASEMENT AGREEMENT**

In consideration of Ten Dollars and other good and valuable consideration paid to D.R. Horton, Inc., a Delaware corporation (“Grantor”), by Washington City (“Grantee”), Grantor does hereby GRANT and CONVEY to Grantee, its successors and assigns, a perpetual, non-exclusive easement (the “Easement”) for ingress and egress to use, install, operate, maintain, repair, remove, relocate and replace public utility and drainage facilities, including without limitation facilities for water transmission, storm drainage and sanitary sewer outfall, in and along that certain parcel of real property owned by Grantor located in Washington County, State of Utah (the “Easement Parcel”), which Easement Parcel is more particularly described on Exhibit A attached hereto and made a part hereof, to utilize the Easement in perpetuity for the uses and purposes normally associated with public utility and drainage facilities.

Grantor may not interfere with Grantee’s use of the Easement in any way nor inhibit Grantee’s access to facilities installed within the Easement Parcel. Grantor may not install, build, place, or cause or allow to be installed, built, nor placed any vertical improvements such as structures or walls within the Easement Parcel. If any vertical improvements are installed, built, or placed within the Easement Parcels, Grantor shall bear the risk of loss or damage to those improvements resulting from the exercise by Grantee of the Easement rights, and Grantee shall not be responsible to repair, replace, maintain, indemnify, or reimburse Grantor for any such damage or loss. Grantor shall pay for any costs which Grantee incurs as a result of Grantor interfering with Grantee’s permitted use of the Easement. The construction by Grantor of horizontal improvements within the Easement Parcel such as parking areas, landscape improvements, and other horizontal improvements that do not interfere with Grantee’s permitted use of the Easement Parcel are acceptable to Grantee.


The terms of this Public Utility and Drainage Easement Agreement (this “Agreement”) shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

Signature page to follow

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by a person duly authorized to execute the same this 9 day of August, 2023.

**Grantor:**

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

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

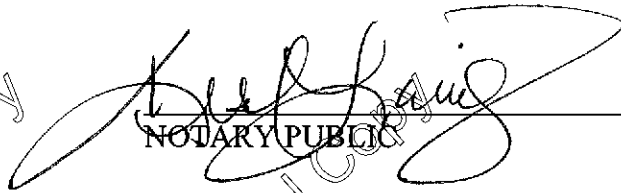
STATE OF UTAH )

ss.

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 9 day of August, 2023, by Jonathan S. Thornley in such person's capacity as the Division CFO of D.R. Horton, Inc., a Delaware corporation.



  
NOTARY PUBLIC

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE EASEMENT PARCEL**

**CENTERLINE DESCRIPTION FOR 20-FOOT WIDE PERMANENT PUBLIC UTILITY AND DRAINAGE EASEMENT AS DEPICTED ON THE ATTACHED DRAWING**

A 20-foot wide permanent public utility and drainage easement located within the corridor located 10 feet on each side of the following described centerline:

Beginning at a point S88°51'08"E, 1763.49 feet along the section line and S01°08'31"W, 965.94 feet from the northwest corner of Section 29, T42S, R14W, SLB&M, running thence S44°46'28"W 131.49 feet; thence S44°33'46"W 1350.20 feet; thence S45°07'30"W 361.85 feet; thence S44°42'09"W 322.36 feet; thence S44°54'36"W 332.47 feet; thence S44°32'40"W 508.91 feet; thence S44°34'03"W 480.43 feet; thence S45°07'36"W 489.05 feet; thence S44°22'27"W 326.08 feet; thence S44°25'32"W 867.91 feet; thence S44°59'13"W 297.16 feet; thence S44°26'17"W 570.09 feet; thence S44°54'19"W 487.89 feet; thence S44°43'11"W 615.83 feet to the point of terminus.

**DRAWING DEPICTING THE 20-FOOT WIDE EASEMENT PARCEL**

