

Easements Page 1 of 7

Gary Christensen Washington County Recorder
02/04/2025 04:10:01 PM Fee \$40.00 By
COTTONWOOD TITLE INSURANCE AGENCY,
INC.

When Recorded, Mail to:

D.R. Horton, Inc.
12351 South Gateway Park, Suite D-100
Draper, UT 84020
Attention: Robert B. Hartshorn

W-SKLV-1-3006
W-SKLV-1-3007
W-SKLV-1-3008
W-SKLV-1-3009

GRANT OF EASEMENT

(Affecting Lots 3006, 3007, 3008, and 3009 of Skyline at Long Valley Phase 1 Amended (Area 4.3))

This GRANT OF EASEMENT (this “**Agreement**”) is executed this 4 day of February, 2025, by D.R. Horton, Inc., a Delaware corporation (“**Horton**”).

R E C I T A L S

A. Horton is the entity identified as the “**Declarant**” in that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Skyline at Long Valley (the “**Declaration**”), which was recorded in the Office of the Recorder of Washington County, Utah on January 30, 2025 as Document Identification No. 20250003152. Capitalized terms which are defined in the Declaration shall have the same meanings when such capitalized terms are used in this Agreement, unless otherwise defined herein.

B. Horton has caused to be recorded in the Office of the Recorder of Washington County, Utah that certain subdivision plat entitled Skyline at Long Valley Phase 1 Amended (Area 4.3) (the “**Plat**”).

C. Located within one of the Buildings shown on the Plat are four (4) Lots which are identified as Lot 3006, Lot 3007, Lot 3008, and Lot 3009 (the “**Four Lots**”). As shown on the Plat, each of the Four Lots includes, as part of each such Lot, a backyard area. As of the date of this Agreement, Horton is the Owner of all the Four Lots.

D. Horton desires to grant and create through portions of the backyard areas of each of the Four Lots, which portions of the Four Lots are more particularly described on **Exhibit A** attached hereto (the “**Easement Area**”), and which Easement Area is depicted on **Exhibit B** attached hereto, a perpetual, non-exclusive, easement for the installation, maintenance, repair and replacement from time to time of natural gas utility lines that will provide natural gas service to each of the Four Lots.

E. Horton desires to create such easement, subject to and in conformance with the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the conditions set forth below, Horton declares as follows:

1. **Grant of Easement.** Horton hereby grants, conveys and creates a perpetual, non-exclusive, easement (the “**Easement**”) on, over, under, across, and through the Easement Area for the construction, installation, maintenance, use, replacement and repair of natural gas utility lines, pipes, fittings and all other equipment and improvements of any nature necessary to provide natural gas service to each of the Four Lots (the “**Utility Line Improvements**”). The Easement granted, declared and created hereby shall be for the benefit of each of the Owners of the Four Lots, as well as the Association identified and defined in the Declaration and also for the benefit of Washington City, together with any and all entities that may be involved from time to time in providing natural gas service to any or all of the Four Lots (collectively referred to herein as the “**Easement Users**”).
2. **Access.** Each of the Easement Users, and their agents, servants, employees, consultants, contractors and subcontractors (collectively the “**Users’ Agents**”) will have the right to enter upon the Easement Area solely for the purposes permitted by this Agreement. The Easement Users and the Users’ Agents will enter upon the Easement Area from existing permitted access roads and walkways.
3. **Reservation by Horton.** Notwithstanding anything to the contrary herein, Horton hereby reserves for the benefit of the Owners of the Four Lots the right to use the Easement Area on such Owner’s Lot for any use not inconsistent with the Easement rights and interests granted under this Agreement. Without limiting the generality of the foregoing, Horton expressly reserves for the benefit of the Owners of the Four Lots the right to use and occupy the Easement Area on such Owner’s Lot and all portions of the Owner’s Lot so long as such use does not unreasonably interfere with the Easement created hereunder nor cause damage to the Utility Line Improvements. The Owners of the Four Lots shall not construct, install or otherwise place any vertical improvements of any nature within the Easement Area on such Owner’s Lot. However, the Owners of the Four Lots shall have the right to install within the Easement Area on such Owner’s Lot concrete patio improvements, grass, flowers, trees, bushes and other types of landscaping. If any of the Easement Users or the Users’ Agents enter upon the Easement Area to install, maintain, repair, replace or perform any other type of activity with respect to the Utility Line Improvements within the Easement Area (the “**Service Activity**”), then the Owners whose Lots are benefitted by such Service Activity (the “**Benefitted Owners**”) shall jointly be obligated to restore all landscaping and other improvements within the Easement Area to the condition that existed prior to the performance of such Service Activity (the “**Restoration Work**”), and the Benefitted Owners shall each be obligated to pay an equal share of the costs and expenses incurred by the Benefitted Owners to cause to be performed the Restoration Work. However, if the Service Activity is necessary as the result of any damage caused to the Utility Line Improvements by one or more of the Owners of the Four Lots (the “**Responsible Owners**”), then only the Responsible Owners shall be obligated to cause to be performed the Restoration Work, and only the Responsible Owners

shall be obligated to pay the entire amount of the costs and expenses incurred by the Responsible Owners to cause the Restoration Work to be performed.

4. **Condition of the Easement Area.** The Easement Users and the Users' Agents shall have no right to assert claims against the Owners of any of the Four Lots relating to the condition of the Easement Area and the Four Lots. The Easement Users and the Users' Agents, by using the Easement, shall be deemed to have accepted the Easement Area and all aspects thereof in its "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other licenses, easements, rights, or other encumbrances affecting the Easement Area. The Easement Users and the Users' Agents, by using the Easement, shall be deemed to have waived all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement is created subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, licenses, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity, including without limitation all of the terms and conditions of the Declaration. The Easement Users and the Users' Agents must obtain any and all applicable consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to their use and improvement of the Easement Area.

5. **Compliance with Laws.** The Easement Users and the Users' Agents shall comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, relating to the use of the Easement within the Easement Area and the construction by such Easement Users and the Users' Agents of any Utility Line Improvements within the Easement Area and relating to the use of the Easement Area.

6. **Indemnification.** The Easement Users and the Users' Agents shall indemnify, release and defend, and hold harmless Horton and the Owners of the Four Lots and their employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "Indemnitees") from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character incurred or sustained by any person or any property, including the property of the Indemnitees alleged, asserted, claimed or initiated by any Easement Users, any Users' Agents or any unrelated third party, arising from or relating to (i) any use of the Easement Area and the Four Lots, and/or adjacent areas by any Easement Users and/or any of the Users' Agents; (ii) any act or omission of such Easement Users and/or any of the Users' Agents; (iii) any bodily injury, property damage, accident, fire or other casualty to or involving such Easement Users and/or any of the Users'

Agents and its or their property on the Easement Area, the Four Lots, and/or adjacent areas; (iv) any violation or alleged violation by such Easement Users and/or any of the Users' Agents of any law or regulation now or hereafter enacted; (v) any breach by such Easement Users and/or any of the Users' Agents of their obligations under this Agreement; and (vi) any enforcement by Horton and the Owners of the Four Lots of any provision of this Agreement. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

7. **Run with the Land/Successors.** The provisions of this Agreement shall run with the land comprising the Four Lots and shall be binding upon and inure to the benefit of Horton, the Owners of the Four Lots and their respective successors and assigns.

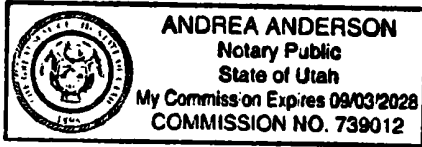
8. **Attorneys' Fees.** If this Agreement or any provision hereof shall be enforced by an attorney retained by any of the Owners of the Four Lots, whether by suit or otherwise, the reasonable attorneys' fees and costs incurred by the prevailing party in such enforcement action shall be paid by the losing party in such enforcement action, including attorneys' fees and costs incurred upon appeal or in bankruptcy court.

9. **No Prescriptive Easement.** The Four Lots are and shall at all times remain the private property of the Owners of the Four Lots. The use of the Easement Area is permissive and shall be limited to the express purposes contained herein. None of the Easement Users, the Users' Agents, nor their successors or assigns, shall acquire nor be entitled to claim or assert any rights to the Easement Area beyond the express terms and conditions of this Agreement.

10. **Miscellaneous.** This Agreement (including all attached Exhibits) constitutes the entire agreement of Horton and the Owners of the Four Lots pertaining to the creation of the Easement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Owner or Owners of the Four Lots affected by such supplement, modification or amendment. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. The headings within this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect; provided, however, the invalid provision does not have a materially adverse effect on Horton nor on the Owners of the Four Lots.

IN WITNESS WHEREOF, Horton has executed this Agreement on the day and year first above written.

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



By: [Signature]
Name (Print): Donald Bean
Title: Authorized Signer

STATE OF UTAH)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on February 4th, 2025, by Donald Bean, in such person's capacity as the Authorized Signer of D.R. Horton, Inc., a Delaware corporation.

[Signature]
NOTARY PUBLIC

Exhibit A

Legal description of the Easement Area

That certain parcel of real property thirteen (13) feet wide located in Section 30, Township 42 South, Range 14 West, Salt Lake Base and Meridian, Washington City, State of Utah, more particularly described as follows: Beginning at a point that lies South 00°59'03" West 1,523.04 feet along the Section Line, and West 696.23 feet from the Northwest Corner of Section 29, Township 42 South, Range 14 West, Salt Lake Base and Meridian; Running thence North 45°55'29" West 13.00 feet; thence North 44°04'31" East 78.00 feet; thence South 45°55'29" East 13.00 feet; thence South 44°04'31" West 78.00 feet to the point of beginning.

Exhibit B

Drawing Depicting the Approximate Location of the Easement Area

