

After recording, please return to:
Jackson Walker LLP
2323 Ross Ave., Suite 600
Dallas, TX 75201
Attn: Diane Bellah, Paralegal

CONSTRUCTION, USE AND MAINTENANCE EASEMENT AGREEMENT
(Private Road)

THIS CONSTRUCTION, USE AND MAINTENANCE EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of the 17th day of February, 2021, by and between **D.R. Horton, Inc.** a Delaware corporation ("**Horton**") and **DHIC - Northshore, LLC**, a Delaware limited liability company ("**DHIC**").

WITNESSETH:

WHEREAS, DHIC is the owner of that certain real property located in Saratoga Springs, Utah County, Utah, and labeled as "Lot #1" on the Plat attached hereto as **Exhibit A** and made a part hereof for all purposes (the "**DHIC Tract**"); and

WHEREAS, Horton is the owner of that certain real property located in Saratoga Springs, Utah County, Utah, and labeled as "Parcel A" on **Exhibit A** (the "**Horton Tract**"); and

WHEREAS, in connection with its development of the DHIC Tract, DHIC intends to construct a private road with curb cuts (the "**Private Road**") over a portion of the Horton Tract; and

WHEREAS, Horton desires to grant and convey to DHIC (i) a temporary, non-exclusive construction easement and (ii) a permanent, non-exclusive access, use and maintenance easement in, on, under, over and across the Horton Tract, as hereinafter provided in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Horton and DHIC do hereby covenant and agree as follows:

1. **Temporary Construction Easement.** Horton does hereby grant and convey to DHIC a temporary, non-exclusive easement in, on, over, under and across, the Horton Tract to permit DHIC, and its successors, assigns and designees, and each of their agents, contractors, consultants and employees to construct the Private Road within the Horton Tract (the "**Temporary Construction Easement**"). The Temporary Construction Easement granted hereunder shall automatically terminate upon the completion of the construction of the Private Road.

2. **Access, Use and Maintenance Easement.** Horton does hereby grant and convey to DHIC a permanent and perpetual, non-exclusive easement in, on, over, under and across the Horton Tract to permit DHIC, and its successors, assigns and designees, and each of their agents, contractors, consultants, employees, tenants and invitees to the access and use the Private Road once completed and to maintain, repair and replace the Private Road (the "**Use and Maintenance Easement**"). Horton shall not use the Horton Tract in any way that interferes or is inconsistent with the rights granted to DHIC hereunder. If the Private Road is ever dedicated and accepted by the City of Saratoga Springs as a public road, then the Use and Maintenance Easement shall automatically terminate without further action on the part of Horton or DHIC.

3. Construction and Maintenance. All construction and maintenance of the Private Road shall be conducted in a lien free and good and workmanlike manner, in accordance with all applicable governmental laws, codes and regulations.

4. Warranty. Horton hereby warrants to DHIC that it owns fee simple title to the Horton Tract, free and clear of all liens, and does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the easements granted hereunder to DHIC, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

5. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, successors in title, legal representatives, and assigns. The easements and rights created, granted, and established in this Agreement do not, and are not intended to, and shall not be construed to create any third party beneficiary rights in favor of any other parties or any easement, right, or privilege for the benefit of the general public.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same agreement. The executed signature pages of any counterpart hereof may be appended or attached to any other counterpart hereof; and, provided that all parties hereto shall have executed a counterpart hereof, this Agreement shall be valid and binding upon the parties notwithstanding the fact that the execution of all parties may not be reflected upon any one single counterpart.

8. Notice. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given: (a) upon hand-delivery, receipt required, (b) the day of deposit with Federal Express, UPS or other nationally recognized overnight courier service, or (c) when transmitted by e-mail, provided a copy is sent the next business day by method (i) or (ii) above. All notices shall be addressed as follows:

Horton: D.R. Horton, Inc., Utah Division
12351 South Gateway Park Place, Suite D-100
Draper, UT 84020
Attn: Boyd Martin, Division President
E-mail: BAmartin@drhorton.com
Phone: (801) 571-7101; Fax: (801) 571-7102

And to: D. R. Horton, Inc., West Region
1081 Whitney Ranch Drive, Suite 141
Henderson, NV 89014
Attn: David Jennings, Division Counsel
E-mail: DSJennings@drhorton.com
Phone: 702-635-3607

And a copy to: D. R. Horton, Inc.
1341 Horton Circle
Arlington, TX 76011
Attn: Ted I. Harbour, Esq. and Mark Karnes, Esq.
E-mail: THarbour@drhorton.com and
MKarnes@drhorton.com
Phone: 817-390-8200

To DHIC: DHIC – Northshore, LLC
c/o DHIC, LLC
9555 S. Kingston Court
Englewood, CO 80112-5943
Attn: Kyle J. Henderson
Phone: (970) 219-3838
Email: kjhenderson@drhorton.com

Scott Tuthill
National Counsel
DHI Communities
1341 Horton Circle
Arlington, Texas 76011
Phone: (817) 390-8246
Email: stuthill@drhorton.com

And Jackson Walker LLP
2323 Ross Ave., Suite 600
Dallas, TX 75201
Attn: Kevin L. Kelley
Phone: (214) 953-5834
E-Mail: klkelley@jw.com

or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party sent with at least the (10) days' notice in accordance herewith.

9. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Utah. Venue shall be in Utah County, Utah. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day, month, and year first above written.

HORTON:

D.R. HORTON, INC.
a Delaware corporation

By: Adam R. Loser
Name: Adam R. Loser
Title: Vice President

Date: 2/12/2021

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

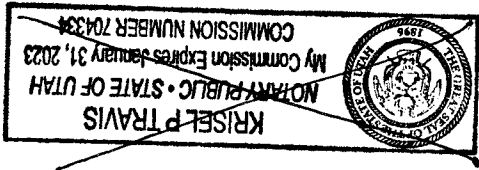
The foregoing instrument was acknowledged before me this 12 day of February, 2021, by Adam R. Loser as the Vice President of D.R. Horton, Inc.

WITNESS my hand and official seal.

Krisel P. Travis
Notary Public

My Commission Expires: Jun. 31. 2023

[SEAL]



DHIC:

DHIC - NORTHSORE, LLC
a Delaware limited liability company

By: DHI Communities, Inc.,
a Delaware corporation,
its sole member

By: *[Signature]*
Printed Name: KYLE HENDERSON
Title: VICE PRESIDENT

Date: 2/15/21

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 15th day of Feb., 2021, by Kyle Henderson as the Vice President of DHI Communities, Inc.

WITNESS my hand and official seal.

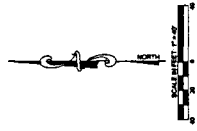
Mary Maybee
Notary Public

My Commission Expires: 8/31/2021

[SEAL]
MARY MAYBEE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014019323
MY COMMISSION EXPIRES AUGUST 31, 2021

Exhibit A

Northshore Plat



LEGEND

- BOUNDARY LINE
- CENTERLINE
- - - - - EASEMENT LINE
- - - - - PROPOSED LOT LINE
- - - - - EXISTING EASEMENT
- - - - - PROPOSED STREET EASEMENT
- - - - - EXISTING WATER EASEMENT
- - - - - PROPOSED WATER EASEMENT
- - - - - DOMESTIC WATER EASEMENT
- - - - - DOMESTIC ENERGY EASEMENT

NOTE: ALL EASEMENTS ARE SUBJECT TO THE CITY'S PLANNING DEPARTMENT'S REVIEW AND APPROVAL.

CURVE TABLE

CHORD	INSIDE	DELTA	LENGTH	CHORD
C1	36.00	117°00'	36.00	INTERSECTION
C2	117.00	117°00'	117.00	INTERSECTION
C3	36.00	117°00'	36.00	INTERSECTION
C4	36.00	117°00'	36.00	INTERSECTION
C5	36.00	117°00'	36.00	INTERSECTION
C6	36.00	117°00'	36.00	INTERSECTION
C7	36.00	117°00'	36.00	INTERSECTION
C8	36.00	117°00'	36.00	INTERSECTION
C9	36.00	117°00'	36.00	INTERSECTION

BY THE ENGINEER, FOR A 15% GRADE, SEE PLAN 30190:2021, SHEET 8 OF 9.

DATE: 11/11/2021
 DRAWN BY: J. [NAME]
 CHECKED BY: [NAME]



**NORTHSHORE
 PLAT F-2**

INCLUDES THE PORTION OF A PORTION OF PARCELS C, MICHIGAN DIVISION (SECTION 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

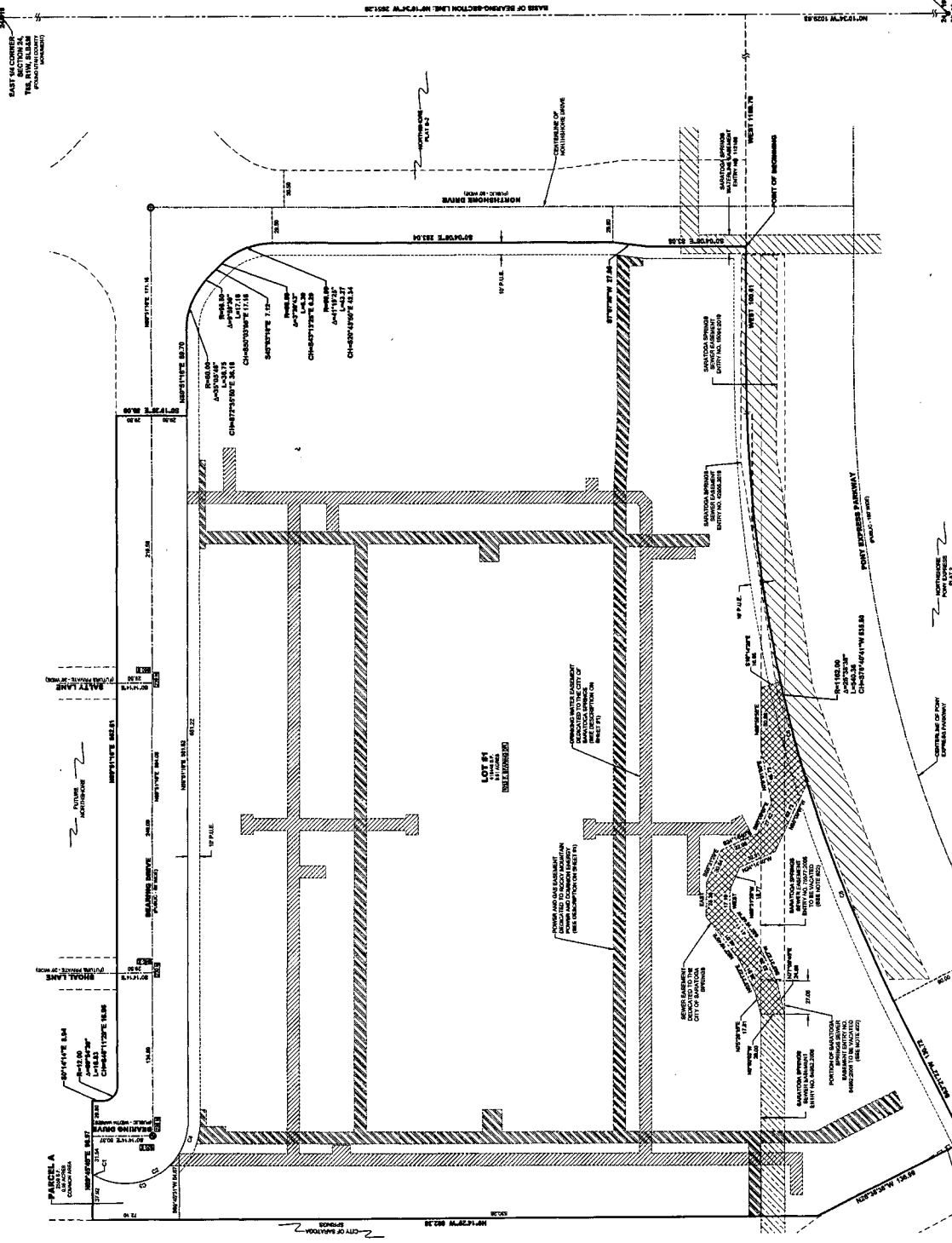


EXHIBIT A
PROPERTY DESCRIPTION

All of Lot 1, NORTSHORE PLAT F-2 SUBDIVISION, according to the official plat thereof recorded February 4, 2021 as Entry No. 21985:2021, Map No. 17520 in the official records of the Utah County Recorder.

Tax Id No.: 58-036-0109, 58-036-0124, 58-036-0131, 58-036-0142 and 67-039-0010