

105707-DMP

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

ENT 33060:2023 PG 1 of 8  
Andrea Allen  
Utah County Recorder  
2023 May 23 03:56 PM FEE 40.00 BY CS  
RECORDED FOR Cottonwood Title Insurance Agency, Inc.  
ELECTRONICALLY RECORDED

29-050-0093      29-050-0110  
29-050-0049      29-049-0003  
29-050-0113      29-049-0004  
29-050-0111      29-050-0104  
29-050-0112

Space Above for Recorder's Use

INFRASTRUCTURE EASEMENT AGREEMENT

THIS INFRASTRUCTURE EASEMENT AGREEMENT (this "Agreement") is entered into to be effective as of the 23 day of May, 2023 (the "Effective Date"), by and between GRNOBL VIRIDIAN FARM, LLC, a Utah limited liability company, its successors and assigns as the owner of the Property defined below ("GRNOBL"), and D.R. HORTON, INC., a Delaware corporation, its successors and assigns ("Horton"). GRNOBL and Horton are sometimes referred to herein collectively as the "Parties" and separately as a "Party."

RECITALS

- A. Horton and GRNOBL are parties to that certain Real Estate Purchase Contract for Land together with that certain Addendum No. 1 to Real Estate Purchase Contract for Land with a reference date of May 8, 2023 (collectively, the "Purchase and Sale Agreement"), and in connection therewith Horton assigned to GRNOBL certain contractual rights to purchase and acquire certain parcels of real property, located in Utah County, Utah, which are more particularly described in EXHIBIT A attached hereto (the "Property").
- B. GRNOBL has purchased and acquired title to the Property.
- C. Pursuant to Section 9 of the Purchase and Sale Agreement, GRNOBL agreed to grant to Horton certain easements over and across the Property for the construction and installation of certain infrastructure and other improvements deemed necessary or desirable by Horton in connection with the development of the Property.
- D. This Agreement is executed, acknowledged and delivered by GRNOBL in order to fulfill GRNOBL's obligations with respect to the granting to Horton of such easements.

AGREEMENT

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

1. Grant of Easement. Subject to the terms and conditions set forth in this Agreement, GRNOBL hereby grants and conveys to Horton, free and clear of all liens and encumbrances, the following easements (collectively the "Easement"):

- a. A perpetual blanket non-exclusive easement and right-of-way for ingress and egress by vehicular and pedestrian traffic over, through, across and under the Property; and

b. A perpetual blanket non-exclusive easement and right-of-way over, through, across and under the Property for the construction, installation, operation, use, maintenance, service, repair, improvement and replacement of, and for access to and use of, all infrastructure improvements, landscaping and amenities of any nature deemed necessary or desirable by Horton for the development of the Property or any adjacent or nearby real property, including without limitation all infrastructure, amenities, landscaping and improvements of any nature required by Salem City (the "City") pursuant to that certain Annexation and Development Agreement executed by the City pertaining to the Property and as may be required by the City in connection with the approval from time to time of subdivision plats and other development applications pertaining to the development of the Property, and also including without limitation, in such locations as Horton may deem necessary or desirable, roads, curbs, gutters, sidewalks, paths, trails, street lighting, fences, landscaping, water tanks, storm water retention basins, utility improvements and facilities for culinary water, secondary/pressurized irrigation water, sanitary sewer service, storm water drainage, electricity, natural gas, telephone, cable television, communication services and such other utility systems and improvements of any nature as determined and selected by Horton in Horton's sole discretion.

2. Duration of Easement. The Easement shall be perpetual in nature and shall continue in effect until such time that GRNOBL, or its successors-in-interest as the owner or future owner of the Property, dedicates to the City a perpetual public easement or right-of-way for the construction, operation, use, maintenance, replacement and repair of any of the improvements constructed on the Property pursuant to this Agreement. Notwithstanding the foregoing, in the event any portion of the Property is acquired by Horton, which is contemplated in the Purchase and Sale Agreement, this Easement, with respect to those portions of the Property so purchased by Horton, shall automatically terminate without need of further written instrument.

3. Non-Interference. GRNOBL covenants and agrees to not remove, damage, alter, relocate or otherwise interfere with any of the improvements which have been caused to be installed within the Property pursuant to this Agreement, whether before, during or after the construction or installation of such improvements. Additionally, GRNOBL shall not grant to any third party any rights that conflict or interfere with those granted to Horton hereunder.

4. Covenants Run with Land. The obligations of the Parties hereunder shall be covenants running with the land and shall be binding upon the owner of the Property and its successors in title. The terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the Parties.

5. Breach Shall Not Permit Termination. In the event of any violation or threatened violation by a Party of any of the terms of this Agreement, the other Party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Agreement or provided by law or in equity. However, it is expressly agreed that a breach of this Agreement shall not entitle any Party to terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such Party may have hereunder by reason of any breach of this Agreement.

6. Notices. Any notices under this Agreement shall be given in writing by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

To GRNOBL: GRNOBL VIRIDIAN FARM, LLC  
c/o Grnobl Manager, LLC  
181 South 750 West  
North Salt Lake, Utah 84054  
Attn: A.J. Green  
E-mail: ajgreen@grnobl.com  
Phone: (801) 870-4483

And a copy to: AJG Law Group  
181 South 750 West, Suite 101  
North Salt Lake, Utah 84054  
Attn: Zach Harding  
E-mail: zachharding@ajgreenlaw.com

To Horton: D.R. HORTON, INC.  
12351 South Gateway Park Place, Suite D-100  
Draper, UT 84020  
Attention: Boyd A. Martin and Robert B. Hartshorn  
Email: bamartin@drhorton.com, rbhartshorn@drhorton.com

or to such other addresses as may hereafter be designated in writing by the respective Parties hereto. The time of rendition or giving of notice shall be deemed to be the time when the same is actually received or delivery is attempted by certified or registered mail.

7. General Provisions.

a. No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions of this Agreement may only be waived by a writing signed by the Party intended to be benefited by the provisions to be waived, specifically acknowledging an intent to waive such provisions. A waiver by a Party of any breach hereunder by any other Party 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 Party hereto to retain the services of an attorney in order for such Party 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 rights hereunder.

c. Entire Agreement. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the Parties 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 Agreement shall be effective unless in writing signed by all Parties. This Agreement shall not be supplemented or modified by any course of dealing.

d. Interpretation. Whenever the context requires construing the provisions of this Agreement, 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 import) are used with respect thereto. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party. Unless otherwise provided, references to Articles and Sections refer to the Articles and Sections of this Agreement.

e. Further Assurances. All Parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be necessary in order to complete and evidence the conveyance, transfer or termination of the Easement as provided herein provided and to do all things as may be reasonably requested in order to carry out the intent and purpose of this Agreement.

f. Governing Law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

g. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, 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 Agreement 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 Agreement.

h. Relationship of Parties. The Parties shall not, by this Agreement nor by any act of any Party, be deemed principal and agent, limited or general partners, joint venturers or to have any other similar relationship to each other in the conduct of their respective businesses, or otherwise.

i. Authority. Each Party represents and warrants that each has been duly authorized by all necessary corporate, company or governmental action, as appropriate, to execute this Agreement for and on behalf of the respective Parties.

j. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

*[Signatures appear on following page(s)]*

IN WITNESS WHEREOF the Parties have executed this Agreement to be effective as of the Effective Date.

**SELLER:**

**GRNOBL VIRIDIAN FARM, LLC**

a Utah limited liability company

By: Grnobl Manager, LLC

Its: Manager

By: [Signature]  
Name: Arice James Green  
Title: Manager  
Date of Execution: May 23, 2023

**BUYER:**

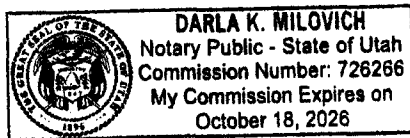
**D.R. HORTON, INC.,**

a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Execution: \_\_\_\_\_, 2023

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

The foregoing document was duly acknowledged before me this 23 day of May, 2023, by Arice James Green, the Manager of GRNOBL MANAGER, LLC a Utah limited liability company, the Manager of GRNOBL VIRIDIAN FARM, LLC, for and in behalf of such limited liability company.



[Signature]  
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, in such person's capacity as the \_\_\_\_\_ of D.R. HORTON, INC., a Delaware corporation.

\_\_\_\_\_  
NOTARY PUBLIC

IN WITNESS WHEREOF the Parties have executed this Agreement to be effective as of the Effective Date.

**SELLER:** **GRNOBL VIRIDIAN FARM, LLC**  
a Utah limited liability company  
By: Grnobl Manager, LLC  
Its: Manager

By: \_\_\_\_\_  
Name: Aric James Green  
Title: Manager  
Date of Execution: \_\_\_\_\_, 2023

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

By: \_\_\_\_\_  
Name: Jonathan S. Thornley  
Title: Division CFO  
Date of Execution: May 23, 2023

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

The foregoing document was duly acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Aric James Green, the Manager of GRNOBL MANAGER, LLC a Utah limited liability company, the Manager of GRNOBL VIRIDIAN FARM, LLC, for and in behalf of such limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 23 day of May, 2023, by Jonathan S. Thornley in such person's capacity as the Division CFO of D.R. HORTON, INC., a Delaware corporation.



Krisel Travis  
NOTARY PUBLIC

EXHIBIT A**Legal Description of the Property**

REAL PROPERTY LOCATED IN UTAH COUNTY, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PROPOSED VIRIDIAN FARM PLAT A-1, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 6, AND THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°11'13"W ALONG THE SECTION LINE 332.27 FEET FROM THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING: N00°24'27"W ALONG THE SECTION LINE FROM THE EAST QUARTER CORNER TO THE NORTHEAST CORNER OF SAID SECTION 6, TOWNSHIP 9 SOUTH, RANGE 3 EAST); THENCE S89°11'13"W 321.53 FEET; THENCE S00°31'58"E 22.66 FEET; THENCE S88°42'14"W 35.58 FEET; THENCE S89°11'13"W 276.86 FEET; THENCE N00°35'14"W 499.32 FEET; THENCE S89°24'46"W 153.85 FEET; THENCE N00°35'14"W 13.49 FEET; THENCE WEST 507.65 FEET; THENCE S00°35'14"E 305.34 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 23.53 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 89°53'22", CHORD: S45°31'55"E 21.19 FEET; THENCE S00°38'40"E 58.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 23.59 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°06'38", CHORD: S44°28'05"W 21.23 FEET; THENCE S00°35'14"E 578.99 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 23.56 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00", CHORD: S45°35'14"E 21.21 FEET; THENCE S00°35'14"E 58.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 23.56 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00", CHORD: S44°24'46"W 21.21 FEET; THENCE S00°35'14"E 16.70 FEET; THENCE S89°24'46"W 58.00 FEET; THENCE S59°26'40"W 596.86 FEET; THENCE N89°59'39"W 109.12 FEET; THENCE S00°22'03"E 295.00 FEET; THENCE N89°55'48"W 328.17 FEET TO A POINT WHICH LIES 33.00 FEET EAST OF THE QUARTER SECTION LINE; THENCE N00°22'15"W (ALONG A LINE PARALLEL WITH AND 33.00 FEET PERPENDICULARLY DISTANT EAST FROM SAID QUARTER SECTION LINE) 2483.82 FEET; THENCE N89°09'38"E 666.07 FEET; THENCE N89°23'48"E 338.01 FEET; THENCE S00°35'14"E 44.88 FEET; THENCE N89°24'46"E 507.62 FEET; THENCE N00°35'14"W 107.00 FEET; THENCE N89°25'01"E 418.00 FEET; THENCE N89°08'50"E 63.00 FEET; THENCE S00°35'14"E 106.71 FEET; THENCE N89°38'32"E 371.91 FEET; THENCE N00°21'28"W 25.46 FEET; THENCE N89°38'32"E 242.00 FEET; THENCE S00°21'28"E 47.59 FEET; THENCE N87°19'41"E 82.36 FEET; THENCE N67°28'27"E 179.46 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 29.28 FEET WITH A RADIUS OF 419.00 FEET THROUGH A CENTRAL ANGLE OF 04°00'13", CHORD: S24°31'40"E 29.27 FEET; THENCE S26°31'47"E 39.56 FEET; THENCE N63°28'13"E 116.73 FEET; THENCE S21°41'32"E 20.82 FEET; THENCE S30°09'46"E 30.88 FEET; THENCE N59°50'14"E 120.00 FEET; THENCE N59°50'14"E 58.00 FEET; THENCE N64°28'35"E 122.10 FEET; THENCE S25°21'02"E 20.30 FEET; THENCE S30°09'46"E 196.39 FEET; THENCE S32°08'23"E 48.02 FEET; THENCE S59°26'56"W 18.23 FEET; THENCE S30°33'04"E 111.00 FEET; THENCE S30°33'04"E 84.00 FEET; THENCE S59°26'56"W 80.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 502.76 FEET WITH A RADIUS OF 1047.50 FEET THROUGH A CENTRAL ANGLE OF 27°29'58", CHORD: S73°11'55"W 497.94 FEET; THENCE S03°03'06"E 101.68 FEET; THENCE S02°03'10"E 48.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 30.59 FEET WITH A RADIUS OF 1196.50 FEET THROUGH A CENTRAL ANGLE OF 01°27'54", CHORD: S88°40'46"W 30.59 FEET; THENCE S89°24'43"W 89.54 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 23.49 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 89°43'31", CHORD: S44°32'58"W 21.16 FEET; THENCE S89°16'52"W 63.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 23.63 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°16'29", CHORD: N45°27'02"W 21.26 FEET; THENCE S89°24'43"W 60.72 FEET; THENCE S00°35'32"E 86.40 FEET; THENCE S88°54'25"W

40.16 FEET; THENCE S00°48'47"E 84.61 FEET; THENCE S89°11'15"W 185.55 FEET; THENCE S00°48'47"E 96.08 FEET; THENCE S89°11'13"W 151.18 FEET; THENCE S00°48'47"E 391.09 FEET TO THE POINT OF BEGINNING.

PROPOSED VIRIDIAN FARM PLAT A-2, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°14'02"W ALONG THE SECTION LINE 1613.70 FEET AND SOUTH 18.93 FEET FROM THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING: N00°24'27"W ALONG THE SECTION LINE FROM THE EAST QUARTER CORNER TO THE NORTHEAST CORNER OF SAID SECTION 6, TOWNSHIP 9 SOUTH, RANGE 3 EAST); THENCE ALONG AN EXISTING FENCE S00°30'39"E 330.58 FEET; THENCE S89°24'46"W 360.97 FEET TO THAT FENCE LINE AGREEMENT DESCRIBED IN DEED ENTRY NO. 80651:1999 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID FENCE LINE AGREEMENT THE FOLLOWING TWO (2) COURSES: THENCE N00°54'23"W 120.98 FEET; THENCE N00°10'46"W 206.48 FEET TO THE SOUTH LINE OF 8800 SOUTH STREET ALSO BEING THE NORTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 782:1959 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID REAL PROPERTY N88°55'00"E 360.63 FEET TO THE POINT OF BEGINNING.