

WHEN RECORDED RETURN TO:
D.R. Horton
12351 S. Gateway Park Place
Draper, UT 84020

ACCESS & UTILITY EASEMENT AGREEMENT

Wasatch County

Parcel ID: 00-0021-6813
00-0007-8431

This Access & Utility Easement Agreement (“Easement”) is made this 30th day of July, 2024, by and between CARDINAL FUNDING, L.C., a Utah limited liability company (“Grantor”), and FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation (“Grantee”). For good and valuable consideration, Grantor and Grantee hereby agree as follows:

Grantor hereby grants to Grantee a perpetual access & utility easement for utilities and ingress and egress over and across the Access Easement Area, as legally described in Exhibit “A”, and as depicted in the attached exhibit, both attached hereto and incorporated herein, so as to provide for the passage of motor vehicles and pedestrians, for the benefit of Grantee, its successors, assigns, guests and invitees.

Grantor hereby grants to Grantee a temporary easement for ingress and egress over and across the proposed roadway areas depicted in Exhibit “B” and other portions of Grantor’s adjacent property reasonably necessary for the staging and use of construction materials and supplies and other necessary work (the “Roadway Easement Area” and together with the Access Easement Area, the “Easement Area”) in connection with Grantee’s construction and installation of the roadway improvements within the Roadway Easement Area.

Grantee shall be responsible, at its sole cost and expense, for designing, constructing and maintaining any and all improvements (including but not limited to pavement, curb and gutter, grading, retaining walls, landscape and irrigation restoration) within the Easement Area as may be necessary in connection with Grantee’s exercise of its rights pursuant to this Easement (the “Easement Improvements”). Grantee shall obtain Grantor’s prior written approval with respect to the design and construction of all Easement Improvements, all of which shall integrate with Grantor’s then existing improvements in an attractive, functional and orderly manner. Grantee, at its sole cost and expense, shall maintain the Easement Improvements in good, clean, safe and attractive condition (including but not limited to sweeping and snow removal) and shall promptly repair and/or restore any damaged improvements.

Grantee assumes all risks and responsibilities for accidents, injuries or deaths to persons or damage to property which may occur in connection with Grantee’s exercise of its rights set forth

herein (including but not limited to any construction activity), unless due to Grantor's gross negligence or willful misconduct. Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, losses, damages and costs (including reasonable attorney fees) resulting from or in any way related to Grantee's exercise of its rights under this Easement (including but not limited to any construction activity), unless due to Grantor's gross negligence or willful misconduct.

Grantor shall have the right to use the Easement Area for any and all purposes whatsoever, provided any such use shall not limit or interfere with motor vehicle and pedestrian access by Grantee as set forth herein.

The easements, covenants, conditions and restrictions contained in this Easement shall be effective commencing on the date of recordation of this Easement in the office of the Wasatch County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Easement is modified, amended, canceled or terminated by the written consent of Grantor and Grantee, or their successors in interest; provided, however, that the easement in and to the Roadway Easement Area shall terminate automatically upon the recording of a dedication plat therefor vesting title to such Roadway Easement Area in the City of Heber.

In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

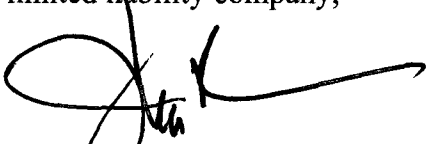
This Easement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement to be effective as of the date set forth above.

GRANTOR:

CARDINAL FUNDING, L.C.,
a Utah limited liability company,



By: _____
Name: JOHN R. THACKADAY
Title: MANAGER

State of Utah

:SS

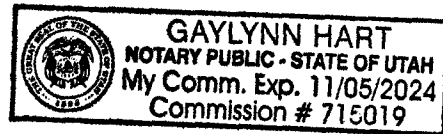
County of Salt Lake

The foregoing instrument was acknowledged before me this 25 day of July, 2024, by John R. Thackaday Authorized Signatory of Cardinal Funding, L.C., a Utah limited liability company

Gaylynn Hart
Notary Public

Residing at: Salt Lake County

My commission expires: 11-5-24



GRANTEE:

FORESTAR (USA) REAL ESTATE GROUP INC.,
a Delaware corporation,

By: Lauren Adams
Name: Lauren Adams
Title: Vice President

State of Texas

:SS

County of Tarrant

The foregoing instrument was acknowledged before me this 29th day of July, 2024, by Lauren Adams, as Authorized Signatory of Forestar (USA) Real Estate Group Inc., a Delaware corporation.

Slater M. Rodberg
Notary Public

Residing at: 2221 East Lamar Boulevard,
Suite 790, Arlington TX, 76006

My commission expires: 01/22/2028

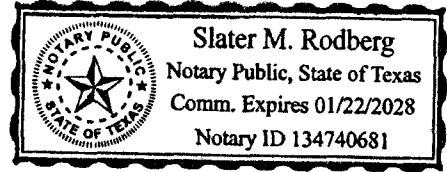


EXHIBIT "A"**LEGAL DESCRIPTION OF EASEMENT**

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF COMMONS BOULEVARD, AS PER THE WASATCH COMMONS SUBDIVISION, PHASE 1, PLAT, RECORDED AS ENTRY NO. 362478, BOOK 1021, PAGE 177, AS ON FILE IN THE OFFICE OF THE WASATCH COUNTY RECORDER; SAID POINT BEING SOUTH 00°08'37" EAST 1295.41 FEET ALONG THE SECTION LINE AND NORTH 89°51'23" EAST 1022.10 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE NORTH 29°52'53" EAST 80.73 FEET ALONG SAID EAST RIGHT OF WAY LINE AND THE EXTENSION THEREOF; THENCE SOUTH 60°05'28" EAST 30.80 FEET TO A POINT ON A 263.00 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY 161.98 FEET ALONG THE ARC OF SAID CURVE; CHORD BEARS SOUTH 77°44'05" EAST 159.43 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF GRANTEE'S PARCEL; THENCE SOUTH 23°57'01" EAST 109.12 FEET ALONG SAID GRANTEE'S BOUNDARY LINE TO A POINT ON THE NORTH LINE OF LOT 1, WASATCH COMMONS SUBDIVISION, PHASE 1, THENCE WESTERLY ALONG SAID NORTH LINE THE FOLLOWING TWO (2) COURSES:

- (1) BEING ON A 483.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF SAID CURVE BEARS NORTH 00°04'05" WEST; THENCE WESTERLY 252.73 FEET ALONG THE ARC OF SAID CURVE; CHORD BEARS NORTH 75°05'36" WEST 249.87 FEET;
- (2) THENCE NORTH 60°07'07" WEST 29.46 FEET TO THE POINT OF BEGINNING.

CONTAINS: 20,571 SQUARE FEET, OR 0.472 ACRE

