

When Recorded Mail to:  
D.R. Horton, Inc.  
12351 South Gateway Park Place, Suite D-100  
Draper, UT 84020  
Attn: Adam Loser

### DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (this "Declaration") is made and entered into this 10<sup>th</sup> day of September, 2018, by D.R. Horton, Inc., a Delaware corporation ("Declarant").

#### WITNESSETH:

WHEREAS, Declarant is the owner of that real property located in Utah County, Utah, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Easement Parcel");

WHEREAS, Declarant desires to create upon the Easement Parcel a perpetual public utility easement within which providers of public utility services may, with the written consent of Declarant, construct, install, operate, maintain, repair, and replace, from time to time, improvements associated with the provision of public utility services pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby declares as follows:

1. The Easement Parcel is hereby subjected to the terms of this Declaration, and Declarant hereby establishes and creates upon the Easement Parcel a perpetual and permanent public utility easement (the "Easement"), within which entities that provide public utility services (the "Utility Providers") shall have the non-exclusive right to construct, install, operate, maintain, repair, and replace from time to time improvements for the transmission and distribution of public utility services, including without limitation pipelines, connection valves, electric power transmission and distribution lines, communication lines, wires, fibers, cables, and other conductors and conduits, switches, vaults and cabinets upon and within the Easement Parcel (the "Public Utility Improvements").

2. The Utility Providers and their agents, designees, contractors and employees shall have the right of access over and across the Easement Parcel at all reasonable times for the construction, installation, operation, maintenance, repair and replacement of the Public Utility Improvements.

3. Neither Declarant nor Declarant's successors and assigns as an owner of the Easement Parcel shall construct or maintain any building or structure of a permanent nature upon the Easement Parcel, nor shall Declarant nor its successors and assigns plant or allow the planting

of trees within the Easement Parcel. The foregoing restrictions shall not prevent nor preclude Declarant nor its successors and assigns from using the Easement Parcel for roads, sidewalks, curbs, gutters, parking lots, and landscaped areas for the planting and growing of grass, flowers, shrubs and other plants other than trees.

4. Each Utility Provider that utilizes the Easement Parcel for the construction, installation, operation, maintenance, repair and replacement of Public Utility Improvements shall be obligated to indemnify, defend and otherwise hold Declarant harmless from and against any claim, including costs, expenses, attorneys' fees and costs, which arise from or by reason of the use of the Easement Parcel or from any activities contemplated by or undertaken in connection with this Declaration by any such Utility Provider or by any other person claiming by, through, or under any such Utility Provider.

5. At all times, all actions of Utility Providers and any of their agents, designees, assignees, contractors, employees, or other similarly situated persons, on or about the Easement Parcel or in connection with the Easement Parcel, and all activities of such Utility Providers contemplated by this Declaration shall be taken in full and strict compliance with all governmental requirements, statutes and the common law. Utility Providers shall be responsible for compliance with all applicable federal, state, and local requirements, including compliance with all applicable federal, state, and local construction, bonding, labor, and environmental laws and regulations.

6. Utility Providers shall, at all times, keep the Easement Parcel free from mechanics' lien claims or similar liens arising on account of any act by or on behalf of such Utility Providers.

7. At all times, Utility Providers shall maintain any and all Public Utility Improvements made or installed by such Utility Providers in connection with the Easement upon the Easement Parcel and, at all times, shall keep the same in compliance with all applicable governmental requirements and regulations. All costs of maintenance and similar activities required by this paragraph shall be borne solely by the Utility Providers with respect to their respective Public Utility Improvements.

8. The Easement created by this Declaration is a covenant running with the land, which is binding upon Declarant and its assigns or other holders of title or interest in the Easement Parcel.

9. No waiver of conditions by Declarant of any default of a Utility Provider nor any failure of Declarant to timely to enforce any provisions of this Declaration shall constitute a waiver of or constitute a bar to subsequent enforcement of the same or any other provisions of this Declaration. No provision in this Declaration shall be construed to prevent Declarant from exercising any legal or equitable remedy it may otherwise have.

10. Declarant shall not, by virtue of this Declaration nor by the act of any party, be deemed to be a principal, agent, limited or general partner, joint venturer or any other similar relationship with any Utility Provider in the conduct of their respective businesses, or otherwise.

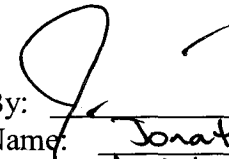
11. No amendment or modification of this Declaration shall be made or shall be effective unless and until: (a) such amendment or modification is executed by Declarant or its

successors or assigns as the owner of the Easement Parcel, and (b) such amendment or modification is recorded in the Office of the Recorder of Utah County, Utah.

12. In the event either Declarant or any Utility Provider commences litigation to enforce any of the terms and conditions of this Declaration, the unsuccessful party to such litigation shall pay, within thirty (30) days of the date when any judgment of any court of competent jurisdiction shall have become final and all rights of appeal therefrom have expired, all costs and expenses, including attorneys' fees incurred therein by the successful party (which costs and expenses shall be included in the amount of the judgment).

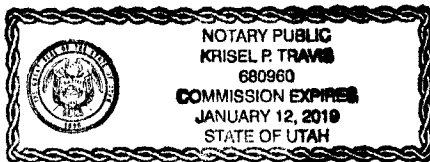
IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by a person duly authorized to execute the same this 10<sup>th</sup> day of September, 2018.

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

By:   
Name: Jonathan S. Thornley  
Title: Division CFO  
Date of Execution: September 10, 2018

STATE OF UTAH )  
 )  
 ) ss.  
COUNTY OF ~~UTAH~~ )  
Salt Lake

The foregoing instrument was acknowledged before me this 10 day of September, 2018, 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

The Easement Parcel consists of those certain parcels of real property located in Utah County, Utah, which are more particularly described as follows:

## HD #4

A portion of the Southeast Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Lehi, Utah more particularly described as follows:

Beginning at a point located S89°51'47"W along the section line 108.72 feet from the Southeast Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S89°51'47"W along the section line 20.30 feet; thence N10°04'41"W 141.81 feet; thence along the arc of a 250.75 foot radius curve to the right 24.56 feet through a central angle of 5°36'41" (chord: N7°16'21"W 24.55 feet); thence N4°28'00"W 301.92 feet; thence along the arc of a 1237.00 foot radius curve to the left 109.04 feet through a central angle of 5°03'01" (chord: N6°59'31"W 109.00 feet); thence East 20.27 feet; thence along the arc of a 1257.00 foot radius non-tangent curve (radius bears: S80°38'09"W) to the right 107.45 feet through a central angle of 4°53'51" (chord: S6°54'56"E 107.41 feet); thence S4°28'00"E 301.92 feet; thence along the arc of a 230.75 foot radius curve to the left 22.60 feet through a central angle of 5°36'41" (chord: S7°16'21"E 22.59 feet); thence S10°04'41"E 145.31 feet to the point of beginning.

Contains: ±0.27 Acres

## MD #5 SOUTH ROAD

A portion of the Southeast Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Lehi, Utah more particularly described as follows:

Beginning at a point located S89°51'47"W along the section line 223.43 feet and North 1003.75 feet from the Southeast Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence along the arc of a 45.00 foot radius non-tangent curve (radius bears: S31°25'12"E) to the left 44.93 feet through a central angle of 57°12'16" (chord: S29°58'39"W 43.09 feet); thence along the arc of a 1163.00 foot radius non-tangent curve (radius bears: S88°37'15"E) to the right 76.04 feet through a central angle of 3°44'46" (chord: N3°14'54"E 76.03 feet); thence N5°07'17"E

55.90 feet; thence along the arc of a 45.00 foot radius non-tangent curve (radius bears: S84°52'43"E) to the left 37.03 feet through a central angle of 47°09'08" (chord: S18°27'16"E 36.00 feet); thence S78°54'02"E 5.63 feet; thence S5°07'17"W 22.33 feet; thence along the arc of a 1143.00 foot radius curve to the left 36.90 feet through a central angle of 1°50'59" (chord: S4°11'48"W 36.90 feet) to the point of beginning.

Contains: ±0.04 Acres

#### MD #5 OPEN SPACE

A portion of the Southeast Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, located in Lehi, Utah more particularly described as follows:

Beginning at a point located S89°51'47"W along the section line 203.72 feet and North 1437.18 feet from the Southeast Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S65°22'05"W 22.06 feet; thence N0°18'19"E 385.43 feet; thence along the arc of a 1163.00 foot radius curve to the right 63.92 feet through a central angle of 3°08'57" (chord: N1°52'47"E 63.91 feet); thence S65°22'05"E 21.48 feet; thence along the arc of a 1143.00 foot radius non-tangent curve (radius bears: S86°56'04"E) to the left 55.06 feet through a central angle of 2°45'37" (chord: S1°41'07"W 55.06 feet); thence S0°18'19"W 376.13 feet to the point of beginning.

Contains: ±0.20 Acres