

When recorded, return to:

Paxton R. Guymon, Esq.  
YORK HOWELL & GUYMON  
6405 South 3000 East #150  
Salt Lake City, Utah 84121

12453778  
1/13/2017 8:56:00 AM \$20.00  
Book - 10520 Pg - 3771-3776  
Gary W. Ott  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 6 P.

To be recorded against Tax Parcels: 26-25-401-002

**ACCESS AND UTILITY EASEMENT**  
**(Salt Lake County, Utah)**

For good and valuable consideration received, The Miller Crossing, LLC, a Utah limited liability company ("Grantor") hereby grants unto D.R. Horton, Inc., a Delaware corporation doing business in the State of Utah ("Grantee") a perpetual, non-exclusive easement and right-of-way for access (ingress and egress) with underground utility lines (the "Easement"), over Grantor's real property situated in Salt Lake County, State of Utah, which Easement is more particularly described on Exhibit "A" Attached hereto as Exhibit "B" is a map depicting the location of the Easement over the Grantor's property.

For identification and recording purposes, the Grantor property that is burdened by the Easement is identified as Salt Lake County Tax Parcel(s): 26-25-401-002 (the "Burdened Property"). The property that benefits from the Easement, which property has been or will be acquired by Grantee, is identified as Salt Lake County Tax Parcel(s): 26-25-401-002 (the "Benefited Property"). This instrument shall be recorded in the Salt Lake County Recorder's Office against both the Burdened Property and the Benefited Property.

The Easement is further defined and governed by the following provisions:

(a) The dimensions of the Easement are set forth in Exhibits "A" and "B" hereto, and are intended to be of sufficient width and appropriate location to allow for adequate vehicular ingress/egress to and from Grantee's residential development ("Grantees' Project").

(b) It is agreed that Grantor, at its sole cost and expense, is responsible to timely construct the roadway within the Easement and install the necessary utility lines within the Easement to the boundary of Grantee's Project (as shown in Exhibit "B" hereto).

(c) Grantee shall have the right to connect to all roadway and utility line improvements on, under and through the Easement area of the Grantor's property to satisfy the access and utility line needs for residential development of Grantee's Project (i.e., the Benefited Property), as well as any and all requirements and conditions of the applicable municipality to use the Easement over Grantor's Property as an access road for the development of Grantees' Project.

(d) Grantor shall maintain the roadway and utility line improvements within the Easement in good condition and repair at Grantor's sole cost and expense. This obligation shall run with the land of Grantor's property (i.e., the Burdened Property).

(e) Grantor reserves for itself and its successors and assigns the right to use the Easement property and the improvements thereon to access any and all adjacent or nearby lots for construction and residential use, and to connect to utility lines within the Easement. If Grantor damages any of the improvements, including but not limited to asphalt, sidewalk, curb and gutter, Grantor shall be responsible to repair any such damage.

(f) Grantee and its contractors and subcontractors shall be entitled to make use of the Easement immediately for all purposes related to the development of the Benefited Property.

The Easement created by this instrument shall be appurtenant to the Benefited Property (Grantee's Project) and shall be binding on the Burdened Property (owned by Grantor and its successors and assigns). The Easement may not be transferred, assigned, or encumbered except as an appurtenance to the Grantee Property. The Easement shall be binding upon and inure to the benefit of Grantor and Grantee, and all subsequent owners of the Burdened Property and the Benefited Property.

This instrument may not be terminated, extended, modified, or amended without the written consent of each owner of the respective properties, and any such termination, modification or amendment shall be effective only when it is executed and acknowledged by each of the owners, and recorded with the Salt Lake County Recorder.

If any owner of the affected properties files a court action to enforce or interpret this instrument or for damages due to a breach of any provision hereof, the prevailing party shall be entitled to recover from the other party(ies) reasonable attorneys' fees, costs, and other expenses incurred in any such action or any appeal, in addition to the other relief to which the prevailing party may be entitled.

This instrument shall be governed by, and construed in accordance with the laws of the State of Utah. Whenever possible, each provision of this instrument shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this instrument shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions.

The Easement and the rights created by this instrument shall not be subordinated to, or made junior in priority to, any financing liens or encumbrances.

Each of the undersigned persons executing this instrument represents and warrants that he/she has been duly authorized to sign this instrument on behalf of the entity indicated, and to bind said entity to the terms and conditions of this instrument.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the dates set forth below, to be effective on the recording date hereof.

**GRANTOR:**

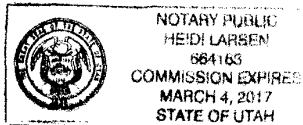
**The Miller Crossing, LLC**

By: [Signature]  
Name: Randy Lynn Bowler  
Title: manager

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

The foregoing instrument was acknowledged before me this 12 day of January, 2017, by Randy Lynn Bowler in his/her capacity as Manager of The Miller Crossing, LLC, the "Grantor" identified above.

SEAL:



[Signature]  
Notary Public

**GRANTEE:**

**D.R. Horton, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ of D.R. Horton, Inc., the "Grantee" identified above.

SEAL:

\_\_\_\_\_  
Notary Public

**GRANTOR:**

**The Miller Crossing, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ of The Miller Crossing, LLC, the "Grantor" identified above.

\_\_\_\_\_  
Notary Public

SEAL:

**GRANTEE:**

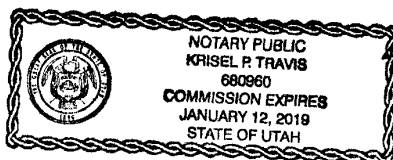
**D.R. Horton, Inc.**

By: \_\_\_\_\_  
Name: Jonathan S. Thornley  
Title: Division CFO

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

The foregoing instrument was acknowledged before me this 10 day of January, 2017, by Jonathan S. Thornley in his/her capacity as CFO of D.R. Horton, Inc., the "Grantee" identified above.

SEAL:



\_\_\_\_\_  
Notary Public

## **EXHIBIT "A"**

### **(Legal Description of Easement over Grantor Property)**

The legal description of the Easement on Grantor's Property is as follows:

#### **Miller Crossing Pod 7 –Road Access Easement No. 1 thru POD 6 Phase 2**

Beginning at a point being South 89°52'44" East 2,385.68 feet along the section line and North 1,435.08 feet from the Southwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 17°46'04" West 29.37 feet;  
thence North 89°49'54" East 248.44 feet;  
thence South 00°10'06" East 28.00 feet;  
thence South 89°49'54" West 239.56 feet to the point of beginning.

Contains 6,832 Square Feet or 0.157 Acres

#### **Miller Crossing Pod 7 –Road Access Easement No. 2 thru POD 6 Phase 2**

Beginning at a point being South 89°52'44" East 2,482.62 feet along the section line and North 1,463.57 feet from the Southwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 01°38'15" West 260.67 feet;  
thence Northwesterly 106.56 feet along the arc of a 178.08 foot radius curve to the left  
(center bears South 88°21'45" West and the chord bears North 18°46'50" West 104.98 feet with a  
central angle of 34°17'10");  
thence North 35°11'55" West 16.04 feet;  
thence North 54°48'05" East 28.00 feet;  
thence South 35°11'55" East 15.87 feet;  
thence Southeasterly 123.13 feet along the arc of a 206.08 foot radius curve to the right  
(center bears South 54°07'38" West and the chord bears South 18°45'19" East 121.31 feet with a  
central angle of 34°14'06");  
thence South 01°38'15" East 261.38 feet;  
thence South 89°49'54" West 28.01 feet to the point of beginning.

Contains 10,971 Square Feet or 0.252 Acres

## EXHIBIT "B"

### Map Depicting Location of Easement

