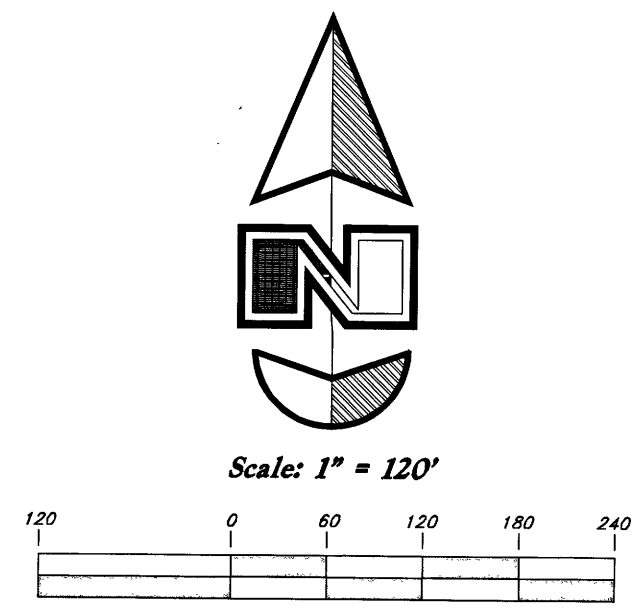


# Traverse Terrace Drive, Center Street, and 3950 North Street Road Dedication

A part of the Southwest Quarter of Section 28, the Northeast Quarter of Section 32, and the Northwest Quarter of Section 33, Township 4 South, Range 1 East, Salt Lake Base & Meridian, U.S. Survey



## Legend

- Monument to be set
- (Rad.) Radial Line
- (N/R) Non-Radial Line
- PUE Public Utility Easement
- PU&DE Public Utility & Drainage Easement
- Fence
- Set Hub & Tack
- A will be set Nail in Curb
- @ Extension of Property
- Set 5/8"x 24" Long Rebar & Cap w/ Lathe

MICRON LEHI  
DEVELOPMENT, LLC  
110300012

PERRY HOMES  
UTAH, INC.  
PC

ALPINE SCHOOL DISTRICT (LOT 2  
ASD NORTHWEST SCHOOL  
COMMERCIAL SUBDIVISION) PC  
30.26 Acres

MICRON LEHI  
DEVELOPMENT, LLC  
PC

MICRON LEHI  
DEVELOPMENT, LLC  
PC

Property Line Curve Data					
Curve #	Delta	Radius	Length	Chord Direction	Chord Length
C1	90°00'00"	31.00'	48.69'	N 45°27'46" E	43.84'
C2	90°00'00"	31.00'	48.69'	N 44°32'14" W	43.84'
C3	28°06'20"	1035.00'	507.71'	N 75°29'04" W	502.63'
C4	2°06'48"	947.00'	34.93'	N 29°36'56" E	34.93'
C5	28°06'20"	965.00'	473.37'	S 75°29'04" E	468.64'
C6	16°17'42"	1040.00'	295.77'	N 81°23'24" W	294.78'
C7	16°17'42"	960.00'	273.02'	S 81°23'24" E	272.10'

- Notes:
- Road Dedication Plat was Prepared to Serve a New Middle School - Considered a Commercial Project.
  - All Roadways Dedicated to Lehi City.

## Vicinity Map

Not to Scale

**GREAT BASIN ENGINEERING**  
5746 SOUTH 1475 EAST OGDEN, UTAH 84403  
MAIN (801)394-4515 B.L.C (801)521-0222 FAX (801)392-7544  
WWW.GREATBASINENGINEERING.COM

State of Utah } ss  
County of \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, \_\_\_\_\_, personally appeared before me, the undersigned Notary Public, in and for said County of \_\_\_\_\_, in the state of Utah, who after being duly sworn, acknowledged to me that \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_, and that \_\_\_\_\_ signed the Owner's Declaration freely and voluntarily for and in behalf of said \_\_\_\_\_ for the purposes therein mentioned and acknowledged to me that said \_\_\_\_\_ executed the same.

My commission expires: \_\_\_\_\_

Notary Public \_\_\_\_\_ Residing in \_\_\_\_\_

CORPORATE SEAL

SURVEYOR'S SEAL

NOTARY PUBLIC SEAL

CITY-COUNTY ENGINEER SEAL

CLERK-RECORDER SEAL

## SURVEYOR'S CERTIFICATE

I, Mark E. Babbitt, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 16644 in accordance with Title 38, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act. I also certify that I have completed a survey of the property described hereon in accordance with Section 17-25-17 and that I have verified all measurements shown hereon this plat of Traverse Terrace Drive, Center Street, and 3950 North Street Road Dedication in Lehi City, Utah and that I have been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said road dedication, based on data compiled from records in the Utah County Recorder's Office. Monuments have been found or placed as represented on this plat.

Signed this 1st day of September, 2020.

16644  
License No.

Mark E. Babbitt

## DESCRIPTION

A part of the Southwest Quarter of Section 28, the Southeast Quarter of Section 29, the Northeast Quarter of Section 32, and the Northwest Quarter of Section 33, Township 4 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey.

Beginning at a point on the South line of ASD Northeast School, Commercial Subdivision, Lehi City, Utah County, Utah, which is 48.55 feet South 89°56'57" West and 60.33 feet North from the Southeast Corner of said Section 29; and running thence Northerly and Easterly for eight (8) courses along the East and Northerly line of said subdivision as follows: 1) Northeasterly along the arc of a 31.00 foot radius curve to the left (Central Angle is 90°00'00" and Long Chord bears North 45°27'46" East 43.84 feet); 2) North 00°27'46" East 750.07 feet to a point of tangency; 3) Northeasterly along the arc of a 31.00 foot radius curve to the left (Central Angle is 90°00'00" and Long Chord bears North 44°32'14" West 43.84 feet); 4) North 00°27'46" East 750.07 feet to a point of tangency; 5) Northeasterly along the arc of a 1035.00 foot radius curve to the right (Central Angle is 28°06'20" and Long Chord bears North 75°29'04" West 502.63 feet); 6) North 61°25'54" West 147.92 feet to a non-tangent point on the Western side of Maple Hollows Boulevard; 7) Northeasterly along the arc of a 947.00 foot radius curve to the left (Central Angle is 2°06'48" and Long Chord bears North 29°36'56" East 34.93 feet); and 8) North 30°03'33" East 35.09 feet; thence South 61°25'54" East 146.31 feet to a point of tangency; thence Southeasterly along the arc of a 965.00 foot radius curve to the left (Central Angle is 28°06'20" and Long Chord bears South 75°29'04" East 468.64 feet); thence South 89°32'14" East 467.39 feet; thence South 00°27'46" West 962.07 feet; thence North 89°32'14" West 1486.56 feet to a point of tangency; thence Northeasterly along the arc of a 1040.00 foot radius curve to the right (Central Angle is 16°17'42" and Long Chord bears North 81°23'24" West 294.78 feet); thence North 73°14'34" West 286.17 feet to the Eastern line of Maple Hollows Boulevard; thence North 16°45'26" East 80.00 feet along said Easterly line to the South line of said ASD Northwest School Commercial Subdivision; thence three (3) courses along said South line as follows: 1) South 73°14'34" East 286.17 feet to a point of tangency; 2) Southeasterly along the arc of a 960.00 foot radius curve to the left (Central Angle is 16°17'42" and Long Chord bears South 81°23'24" East 272.10 feet); and 3) South 89°32'14" East 1355.56 feet to the Point of Beginning.

Contains 7.02 Acres

Basis of Bearing From the Monuments at the Southeast 1/4 to the South 1/4 Corner of Section 29: South 89°56'57" West

ENR 199673-2020 Map # 17442  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2020 Dec 15 11:11 PM FEE 0.00 BY CS  
RECORDED FOR LEHI CITY CORPORATION

## OWNERS DEDICATION

We, the undersigned, Owners of the hereon described tract of land, hereby set apart a dedicated public street, as shown on this plat and name said tract of land Traverse Terrace Drive, Center Street, and 3950 North Street Road Dedication and hereby dedicate, grant and convey to Lehi City, Utah all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares forever, and also dedicate to Lehi City those certain strips designated as Slope Easements for construction of said street, as shown hereon, the same to be used for construction of said street, as may be authorized by Lehi City.

Signed this 17 day of SEPTEMBER, 2020.

Micron Lehi Development, LLC

By: David F. Cheffers, Manager

Micron Utah Site V.P.

## LIMITED LIABILITY ACKNOWLEDGEMENT

State of Utah } ss  
County of Utah } ss

On the 17 day of Sept. A.D., 2020 David Cheffers personally appeared before me, the undersigned Notary Public, in and for said County of Utah, who after being duly sworn, acknowledged to me that he is the MICRON LEHI DEVELOPMENT, LLC, and that he signed the Owner's Declaration for the purposes therein mentioned and that said \_\_\_\_\_ executed the same.

My commission expires: June 30, 2023

Mandy Pugh, Notary Public

## ACCEPTANCE OF LEGISLATIVE BODY

The City of Lehi, County of Utah, approves this subdivision subject to the conditions and restrictions stated hereon, and hereby accepts the dedication of all streets, easements, and other parcels of land intended for the public purpose of the perpetual use of the public this 17th day of Sept., A.D. 2020

Mayor

Attest: Joshua Wilson, City Recorder (See Seal Below)

## PLANNING COMMISSION APPROVAL

Approved this 18 day of March, A.D. 2020 by the Lehi City Planning Commission.

Director - Secretary

Chairman, Planning Commission

## Traverse Terrace Drive, Center Street, and 3950 North Street

A Road Dedication Plat  
Located in the Southwest Quarter of Section 28, the Northeast Quarter of Section 32, and the Northwest Quarter of Section 33, Township 4 South, Range 1 East, Salt Lake Base & Meridian, U.S. Survey

LEHI, UTAH COUNTY, UTAH  
SCALE: 1" = 120 FEET

17442

WHEN RECORDED MAIL TO:

Gardner-Plumb, LC and  
Equestrian Partners, LLC  
Attn: Christian Gardner  
201 South Main Street, Ste 2000  
Salt Lake City, UT 84111

File No.: 149979-DMP

ENT206300:2021 PG 1 of 19

**Andrea Allen**

**Utah County Recorder**

2021 Dec 13 04:52 PM FEE 40.00 BY SW

RECORDED FOR Cottonwood Title Insurance Agency, Inc.

ELECTRONICALLY RECORDED

## **SPECIAL WARRANTY DEED**

In Reference to Tax ID Number(s):

11-029-0054

MAIL RECORDED DOCUMENT AND  
TAX STATEMENTS TO:

Gardner-Plumb, L.C. and  
Equestrian Partners, LLC  
Attn: Christian Gardner  
201 South Main Street, Suite 200  
Salt Lake City, Utah 84111

**SPECIAL WARRANTY DEED**

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, D.R. HORTON, INC., a Delaware corporation ("**Grantor**"), conveys and warrants against all claiming by, through or under Grantor to GARDNER-PLUMB L.C., a Utah limited liability company, as to an undivided fifty percent (50%) interest, and to Equestrian Partners, LLC, a Utah limited liability company, as to an undivided fifty percent (50%) interest, as tenants in common (collectively referred to herein as "**Grantee**"), whose address is 201 South Main Street, Suite 2000, Salt Lake City, Utah 84111, all of Grantor's right, title, and interest in and to the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "**Property**"), together with (i) the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and (ii) any reversionary interest of Grantor with respect to the Property under that certain Special Warranty Deed and Reservation of Surface Rights recorded March 10, 2021 as Entry No. 46344:2021 in the official records of the Utah County Recorder. Following such conveyance, Gardner-Plumb shall own a 50% undivided interest in the Property, and Equestrian shall own a 50% undivided interest in the Property, as tenants in common.

Subject to:

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.
3. The covenants, conditions, restrictions and disclaimers set forth in Exhibit B attached hereto

Effective as of the 10 day of December, 2021.

**GRANTOR:**

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

By: 

Name: Bill W. Wheat

Title: Chief Financial Officer

Date: December 10, 2021

STATE OF TEXAS            )  
                                      : ss.  
COUNTY OF TARRANT    )

The foregoing instrument was acknowledged before me this 10 day of December, 2021,  
by Bill W Wheat in such person's capacity as the CFO  
of D. R. Horton, Inc., a Delaware corporation.

Erin M. Cartwright  
NOTARY PUBLIC



**GRANTEE:**

GARDNER-PLUMB, L.C.,  
a Utah limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF UTAH                    )  
  ):ss  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December, 2021,  
by \_\_\_\_\_, in such person's capacity as the \_\_\_\_\_  
of Gardner-Plumb, L.C., a Utah limited liability company.

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

EQUESTRIAN PARTNERS, LLC,  
a Utah limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF UTAH                    )  
  ):ss  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December, 2021,  
by \_\_\_\_\_, in such person's capacity as the \_\_\_\_\_  
of Equestrian Partners, LLC, a Utah limited liability company.

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

**EXHIBIT A**  
**TO**  
**SPECIAL WARRANTY DEED**

**LEGAL DESCRIPTION**

That certain parcel of real property located in Sections 29, 32 and 33 of Township 4 South, Range 1 East, Salt Lake Base and Meridian, described by survey as follows:

Beginning at a point on the east line of Traverse Terrace Drive, Center Street, and 3950 North Street Road Dedication Plat, said point being located N00°04'17"W along the Section Line 906.43 feet and East 69.42 feet from the Southeast Corner of Section 29, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence S89°32'12"E 416.94 feet; thence along the arc of a curve to the left 231.75 feet with a radius of 350.00 feet through a central angle of 37°56'15" chord: N71°29'40"E 227.54 feet; thence N52°31'33"E 83.81 feet; thence along the arc of a curve to the right 229.03 feet with a radius of 350.00 feet through a central angle of 37°29'35", chord: N71°16'20"E 224.97 feet; thence S89°58'53"E 810.37 feet; thence South 1691.76 feet; thence N89°59'48"W 1222.31 feet; thence N00°00'12"E 85.00 feet; thence N89°59'48"W 185.00 feet; thence S00°00'12"W 242.00 feet; thence N86°04'30"W 305.26 feet; thence S00°27'48"W 51.15 feet the northerly right-of-way line of SR-92; thence along said right-of-way line the following five (5) courses: along the arc of a non-tangent curve to the left 52.86 feet with a radius of 9520.00 feet through a central angle of 00°19'05", chord: N87°19'36"W 52.86 feet; thence N00°04'53"W 50.05 feet; thence N87°34'24"W 24.77 feet; thence S00°04'53"E 50.05 feet; thence along the arc of a non-tangent curve to the left 26.44 feet with a radius of 9520.00 feet through a central angle of 00°09'33", chord: N87°42'28"W 26.44 feet; thence N00°27'48"E 52.87 feet; thence N87°58'14"W 644.17 feet; thence S82°03'40"W 427.60 feet; thence S87°23'39"W 234.14 feet; thence N87°27'39"W 683.60 feet to the easterly right-of-way line of 500 West Street according to the official plat thereof; thence along said right-of-way line the following eight (8) courses: thence N00°05'57"W 158.42 feet; thence along the arc of a curve to the right 109.17 feet with a radius of 69.50 feet through a central angle of 90°00'00", chord: N44°54'03"E 98.29 feet; thence N00°05'57"W 70.00 feet; thence S89°54'03"W 49.50 feet; thence along the arc of a curve to the right 48.69 feet with a radius of 31.00 feet through a central angle of 90°00'00", chord: N45°05'57"W 43.84 feet; thence N00°05'57"W 402.21 feet; thence along the arc of a curve to the right 103.39 feet with a radius of 585.00 feet through a central angle of 10°07'34", chord: N04°57'50"E 103.25 feet; thence along the arc of a curve to the right 52.34 feet with a radius of 31.00 feet through a central angle of 96°43'51", chord: N58°23'33"E 46.34 feet; thence S73°14'32"E 287.93 feet, the previous course being in part along the south line of Traverse Terrace Drive, Center Street, and 3950 North Street Road Dedication Plat; thence continuing along the boundary of said road dedication plat the following three (3) courses: along the arc of a curve to the left 295.77 feet with a radius of 1040.00 feet through a central angle of 16°17'40", chord: S81°23'22"E 294.77 feet; thence S89°32'12"E 1466.56 feet; thence N00°27'48"E 927.07 feet to the point of beginning.

Contains: ±100.05 Acres

±4,358,321 Sq. Ft.

**EXHIBIT B**  
**TO**  
**SPECIAL WARRANTY DEED**

1. GRANTOR'S CONVEYANCE OF THE PROPERTY TO GRANTEE IS "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND, EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND COVENANTS OF GRANTOR EXPRESSLY SET FORTH IN THE REAL ESTATE CONTRACT DATED EFFECTIVE NOVEMBER 2, 2020, AS AMENDED, BY AND BETWEEN GRANTOR AND GRANTEE ("PURCHASE CONTRACT"), OR IN THE DOCUMENTS DELIVERED IN CONNECTION WITH THE CONVEYANCE OF THE PROPERTY TO GRANTEE, INCLUDING WITHOUT LIMITATION, THIS SPECIAL WARRANTY DEED (THE "CLOSING DOCUMENTS") WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTIES, PROMISES, COVENANTS, AGREEMENTS, OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT, OR FUTURE AS TO OR CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW. Grantee acknowledges that Grantee has had the opportunity to conduct a feasibility study of the Property prior to this conveyance and to terminate the Purchase Contract based on the feasibility study and Grantee's investigations and inspections of the Property. Except for the representations, warranties and covenants of Grantor set forth in the Purchase Contract or Closing Documents, the Property is accepted by Grantee in its present condition, "AS IS, WHERE IS, AND WITH ALL FAULTS." Without limiting the foregoing, Grantee acknowledges and agrees that, except for the representations, warranties and covenants of Grantor set forth in the Purchase Contract or Closing Documents, Grantor has not made, has disclaimed, does not make and does specifically disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral, written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or physical or other condition of the Property, including, without limitation, the water, soil and geology, and/or the environmental condition of the Property; (ii) the income to be derived from the Property; (iii) the water, soil, and geology, the suitability thereof and/or of the Property for any and all activities and uses which Grantee may elect to conduct; (iv) the compliance of or by the Property or its operations with any Applicable Laws or other laws, rules, ordinances, or regulations of any applicable Governmental Authority; (v) the habitability, merchantability, marketability, suitability, profitability, developability, or fitness for a particular purpose of the Property; (vi) the manner or quality of the construction or materials, if any, incorporated into the Property; (vii) the manner, quality or state of repair of the Property; or (viii) the correctness or accuracy of the Due Diligence Information or whether Grantee should rely upon or use the Due Diligence Information. EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND COVENANTS OF GRANTOR SET FORTH IN THE PURCHASE CONTRACT OR CLOSING DOCUMENTS, GRANTOR HAS NOT MADE, HAS DISCLAIMED, DOES NOT MAKE AND DOES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR ANY LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS OR ANY OTHER APPLICABLE LAWS, INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN OR ON THE PROPERTY. Grantee further acknowledges that, except for the representations, warranties and covenants of Grantor set forth in the Purchase Contract or Closing Documents, it has relied solely on its own investigation



of the Property and the Due Diligence Information and not on any information provided or to be provided by Grantor, and accepts the Property "AS IS" and waives all objections or claims against Grantor (including, but not limited to, any right or claim of contribution) arising from or related to the matters set forth herein. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and, except for the representations, warranties and covenants of Grantor set forth in the Purchase Contract or Closing Documents, that Grantor has not made any independent investigation or verification of such information, makes no representations as to the accuracy or completeness of such information, and does not have and shall not have any duty to provide updates regarding such information or otherwise ensure the availability of any such updated information to Grantee. Grantor is not and shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant, engineer, surveyor or other third party. THE PROVISIONS OF THIS DISCLAIMER, RELEASE AND INDEMNITY ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR'S CONVEYANCE OF THE PROPERTY. GRANTEE ACKNOWLEDGES THAT BUT FOR GRANTEE'S AGREEMENT TO THE PROVISIONS OF THIS SECTION GRANTOR WOULD NOT CONVEY THE PROPERTY TO GRANTEE.

2. Release and Waiver of Claims. Grantee agrees that, except to the extent constituting a breach of Grantor's representations, warranties or covenants in the Purchase Contract or the Closing Documents, Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Grantee is purchasing the Property "AS IS, WHERE IS," AND "WITH ALL FAULTS." Grantee, on its own behalf and on behalf of anyone claiming by, through or under Grantee and on behalf of all other Grantee Parties (hereinafter defined), to the maximum extent permitted by applicable law, except to the extent constituting a breach of Grantor's representations, warranties or covenants in the Purchase Contract or the Closing Documents, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor Parties (hereinafter defined) from any and all Claims (hereinafter defined) of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which Grantee may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor or any of the Grantor Parties, relating to this conveyance, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the Closing. Grantee agrees that the waivers and releases set forth above extend to all Claims of any nature and kind whatsoever, known or unknown, suspected or not suspected, and shall be effective upon Closing hereunder. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT TO THE EXTENT CONSTITUTING A BREACH OF GRANTOR'S REPRESENTATIONS, WARRANTIES OR COVENANTS IN THE PURCHASE CONTRACT OR THE CLOSING DOCUMENTS, GRANTEE, FOR ITSELF AND ON BEHALF OF THE GRANTEE PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WITH RESPECT TO ALL OR A PART OF THE PROPERTY, HEREBY EXPRESSLY WAIVES, RELEASES AND

RELINQUISHES ANY AND ALL CLAIMS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR AND/OR ANY ONE OR MORE OF THE GRANTOR PARTIES, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS AT, ON, IN, NEAR, UNDER, OR ABOUT THE PROPERTY, OR WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION (I) ANY AND ALL RIGHTS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE TO SEEK CONTRIBUTION FROM GRANTOR OR ANY GRANTOR PARTIES UNDER SECTION 113(F) OF OR OTHERWISE UNDER CERCLA, AS AMENDED, INCLUDING BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (42 U.S.C. §9613), AS THE SAME MAY BE FURTHER AMENDED OR REPLACED BY ANY SIMILAR LAW, RULE OR REGULATION; (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE PROPERTY UNDER SECTION 107 OF CERCLA (42 U.S.C. §9607); AND (III) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED ON STRICT LIABILITY OR OTHERWISE, UNDER OTHER APPLICABLE ENVIRONMENTAL LAWS OR BASED ON NUISANCE, TRESPASS OR ANY OTHER COMMON LAW OR STATUTORY PROVISIONS. Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee and each of the Grantee Parties. THE PROVISIONS OF THIS DISCLAIMER, RELEASE AND INDEMNITY ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR'S CONVEYANCE OF THE PROPERTY. GRANTEE ACKNOWLEDGES THAT BUT FOR GRANTEE'S AGREEMENT TO THE PROVISIONS OF THIS DISCLAIMER, RELEASE AND INDEMNITY, GRANTOR WOULD NOT CONVEY THE PROPERTY TO GRANTEE.

3. Claims. The term "Claim" or "Claims" means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under the Purchase Contract, and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

4. Grantee Affiliates. The term "Grantee Affiliate" or "Grantee Affiliates" means and includes: (i) any parent, subsidiary, or affiliate entity of Grantee and each such entity's and Grantee's employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, and (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Grantee in connection with Grantee's evaluation and inspection of the Property or in connection with the marketing, design, or construction of improvements on the Property.

5. Grantee Parties. The term "Grantee Party" or "Grantee Parties" means and includes: (i) any Grantee Affiliate; (ii) any future owner of the Property, including any homebuyer and such homebuyer's heirs, successors and assigns; and (iii) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

6. Grantor Parties. The term "Grantor Party" or "Grantor Parties" means and includes (i) Grantor, D.R. Horton, Inc., and any parent, subsidiary, or affiliate entity of Grantor and/or D.R. Horton, Inc. and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Grantor and of any parent, subsidiary, or affiliate entity of Grantor.

7. Grantee's Indemnity of Grantor. GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL ACCEPTABLE TO GRANTOR), SAVE AND HOLD HARMLESS GRANTOR AND EACH OF THE GRANTOR PARTIES FROM AND AGAINST ANY AND ALL CLAIMS ASSERTED, INCURRED OR BROUGHT AGAINST GRANTOR OR ANY GRANTOR PARTY BY GRANTEE OR ANY GRANTEE PARTY TO THE EXTENT ARISING OUT OF GRANTEE'S DEVELOPMENT, CONSTRUCTION, OWNERSHIP, LEASING, USE, OPERATION, MANAGEMENT OR MAINTENANCE OF THE PROPERTY AND ANY STRUCTURES AND/OR OTHER IMPROVEMENTS CONSTRUCTED THEREON, EXCEPT IN EACH CASE TO THE EXTENT (I) ARISING OUT OF A BREACH BY GRANTOR OR A GRANTOR PARTY OF THE PURCHASE CONTRACT OR ANY OTHER AGREEMENT EXECUTED OR DELIVERED BY GRANTOR OR A GRANTOR PARTY IN CONNECTION WITH THE PURCHASE CONTRACT, (II) ARISING OUT OF THE ACTS OR OMISSIONS OF GRANTOR OR A GRANTOR PARTY AFTER THE CLOSING. THE PROVISIONS OF THIS INDEMNITY ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR'S CONVEYANCE OF THE PROPERTY. GRANTEE ACKNOWLEDGES THAT BUT FOR GRANTEE'S AGREEMENT TO THE PROVISIONS OF THIS DISCLAIMER, RELEASE AND INDEMNITY, GRANTOR WOULD NOT CONVEY THE PROPERTY TO GRANTEE.

MAIL RECORDED DOCUMENT AND  
TAX STATEMENTS TO:

Gardner-Plumb, L.C. and  
Equestrian Partners, LLC  
Attn: Christian Gardner  
201 South Main Street, Suite 200  
Salt Lake City, Utah 84111

SPECIAL WARRANTY DEED

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, D.R. HORTON, INC., a Delaware corporation ("**Grantor**"), conveys and warrants against all claiming by, through or under Grantor to GARDNER-PLUMB L.C., a Utah limited liability company, as to an undivided fifty percent (50%) interest, and to Equestrian Partners, LLC, a Utah limited liability company, as to an undivided fifty percent (50%) interest, as tenants in common (collectively referred to herein as "**Grantee**"), whose address is 201 South Main Street, Suite 2000, Salt Lake City, Utah 84111, all of Grantor's right, title, and interest in and to the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "**Property**"), together with (i) the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and (ii) any reversionary interest of Grantor with respect to the Property under that certain Special Warranty Deed and Reservation of Surface Rights recorded March 10, 2021 as Entry No. 46344:2021 in the official records of the Utah County Recorder. Following such conveyance, Gardner-Plumb shall own a 50% undivided interest in the Property, and Equestrian shall own a 50% undivided interest in the Property, as tenants in common.

Subject to:

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.
3. The covenants, conditions, restrictions and disclaimers set forth in Exhibit B attached hereto



Effective as of the \_\_\_\_\_ day of December, 2021.

**GRANTOR:**

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

59F5D82B-B6D4-45F5-B663-5575D77172E7 -- 2021/12/10 12:09:27 -8:00 -- Remote Notary



STATE OF TEXAS            )  
                                      : ss.  
COUNTY OF TARRANT    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December, 2021,  
by \_\_\_\_\_ in such person's capacity as the \_\_\_\_\_  
of D. R. Horton, Inc., a Delaware corporation.

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

59F5D82B-B6D4-45F5-B663-5575D77172E7 -- 2021/12/10 12:09:27 -8:00 -- Remote Notary



**GRANTEE:**

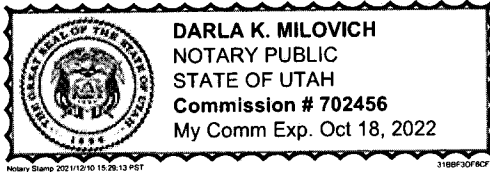
GARDNER-PLUMB, L.C.,  
a Utah limited liability company

By: Walter J Plumb  
Name: Walter J. Plumb  
Title: Manager

Date: December 10, 2021

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

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 2021, by Walter J. Plumb in such person's capacity as the Manager of Gardner-Plumb, L.C., a Utah limited liability company. This act was performed via remote online audio-visual communication.



Notarial act performed by audio-visual communication

Walter J Plumb  
Signed on 2021/12/10 14:29:13 -0000  
NOTARY PUBLIC

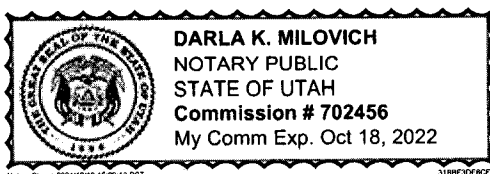
EQUESTRIAN PARTNERS, LLC,  
a Utah limited liability company

By: Walter J Plumb  
Name: Walter J. Plumb, IV  
Title: Manager

Date: December 10, 2021

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

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 2021, by Walter J. Plumb, IV in such person's capacity as the Manager of Equestrian Partners, LLC, a Utah limited liability company. This act was performed via remote online audio-visual communication.



4893-5270-9125.v2 Notarial act performed by audio-visual communication

Walter J Plumb  
Signed on 2021/12/10 14:29:13 -0000  
NOTARY PUBLIC



**EXHIBIT A**  
**TO**  
**SPECIAL WARRANTY DEED**

**LEGAL DESCRIPTION**

That certain parcel of real property located in Sections 28, 29, 32 and 33 of Township 4 South, Range 1 East, Salt Lake Base and Meridian, described by survey as follows:

Beginning at a point on the east line of Traverse Terrace Drive, Center Street, and 3950 North Street Road Dedication Plat, said point being located N00°04'17"W along the Section Line 906.43 feet and East 69.42 feet from the Southeast Corner of Section 29, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence S89°32'12"E 416.94 feet; thence along the arc of a curve to the left 231.75 feet with a radius of 350.00 feet through a central angle of 37°56'15" chord: N71°29'40"E 227.54 feet; thence N52°31'33"E 83.81 feet; thence along the arc of a curve to the right 229.03 feet with a radius of 350.00 feet through a central angle of 37°29'35", chord: N71°16'20"E 224.97 feet; thence S89°58'53"E 810.37 feet; thence South 1691.76 feet; thence N89°59'48"W 1222.31 feet; thence N00°00'12"E 85.00 feet; thence N89°59'48"W 185.00 feet; thence S00°00'12"W 242.00 feet; thence N86°04'30"W 305.26 feet; thence S00°27'48"W 51.15 feet the northerly right-of-way line of SR-92; thence along said right-of-way line the following five (5) courses: along the arc of a non-tangent curve to the left 52.86 feet with a radius of 9520.00 feet through a central angle of 00°19'05", chord: N87°19'36"W 52.86 feet; thence N00°04'53"W 50.05 feet; thence N87°34'24"W 24.77 feet; thence S00°04'53"E 50.05 feet; thence along the arc of a non-tangent curve to the left 26.44 feet with a radius of 9520.00 feet through a central angle of 00°09'33", chord: N87°42'28"W 26.44 feet; thence N00°27'48"E 52.87 feet; thence N87°58'14"W 644.17 feet; thence S82°03'40"W 427.60 feet; thence S87°23'39"W 234.14 feet; thence N87°27'39"W 683.60 feet to the easterly right-of-way line of 500 West Street according to the official plat thereof; thence along said right-of-way line the following eight (8) courses: thence N00°05'57"W 158.42 feet; thence along the arc of a curve to the right 109.17 feet with a radius of 69.50 feet through a central angle of 90°00'00", chord: N44°54'03"E 98.29 feet; thence N00°05'57"W 70.00 feet; thence S89°54'03"W 49.50 feet; thence along the arc of a curve to the right 48.69 feet with a radius of 31.00 feet through a central angle of 90°00'00", chord: N45°05'57"W 43.84 feet; thence N00°05'57"W 402.21 feet; thence along the arc of a curve to the right 103.39 feet with a radius of 585.00 feet through a central angle of 10°07'34", chord: N04°57'50"E 103.25 feet; thence along the arc of a curve to the right 52.34 feet with a radius of 31.00 feet through a central angle of 96°43'51", chord: N58°23'33"E 46.34 feet; thence S73°14'32"E 287.93 feet, the previous course being in part along the south line of Traverse Terrace Drive, Center Street, and 3950 North Street Road Dedication Plat; thence continuing along the boundary of said road dedication plat the following three (3) courses: along the arc of a curve to the left 295.77 feet with a radius of 1040.00 feet through a central angle of 16°17'40", chord: S81°23'22"E 294.77 feet; thence S89°32'12"E 1466.56 feet; thence N00°27'48"E 927.07 feet to the point of beginning.





**EXHIBIT B**  
**TO**  
**SPECIAL WARRANTY DEED**

1. GRANTOR'S CONVEYANCE OF THE PROPERTY TO GRANTEE IS "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND, EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND COVENANTS OF GRANTOR EXPRESSLY SET FORTH IN THE REAL ESTATE CONTRACT DATED EFFECTIVE NOVEMBER 2, 2020, AS AMENDED, BY AND BETWEEN GRANTOR AND GRANTEE ("PURCHASE CONTRACT"), OR IN THE DOCUMENTS DELIVERED IN CONNECTION WITH THE CONVEYANCE OF THE PROPERTY TO GRANTEE, INCLUDING WITHOUT LIMITATION, THIS SPECIAL WARRANTY DEED (THE "CLOSING DOCUMENTS") WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTIES, PROMISES, COVENANTS, AGREEMENTS, OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT, OR FUTURE AS TO OR CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW. Grantee acknowledges that Grantee has had the opportunity to conduct a feasibility study of the Property prior to this conveyance and to terminate the Purchase Contract based on the feasibility study and Grantee's investigations and inspections of the Property. Except for the representations, warranties and covenants of Grantor set forth in the Purchase Contract or Closing Documents, the Property is accepted by Grantee in its present condition, "AS IS, WHERE IS, AND WITH ALL FAULTS." Without limiting the foregoing, Grantee acknowledges and agrees that, except for the representations, warranties and covenants of Grantor set forth in the Purchase Contract or Closing Documents, Grantor has not made, has disclaimed, does not make and does specifically disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral, written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or physical or other condition of the Property, including, without limitation, the water, soil and geology, and/or the environmental condition of the Property; (ii) the income to be derived from the Property; (iii) the water, soil, and geology, the suitability thereof and/or of the Property for any and all activities and uses which Grantee may elect to conduct; (iv) the compliance of or by the Property or its operations with any Applicable Laws or other laws, rules, ordinances, or regulations of any applicable Governmental Authority; (v) the habitability, merchantability, marketability, suitability, profitability, developability, or fitness for a particular purpose of the Property; (vi) the manner or quality of the construction or materials, if any, incorporated into the Property; (vii) the manner, quality or state of repair of the Property; or (viii) the correctness or accuracy of the Due Diligence Information or whether Grantee should rely upon or use the Due Diligence Information. EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND COVENANTS OF GRANTOR SET FORTH IN THE PURCHASE CONTRACT OR CLOSING DOCUMENTS, GRANTOR HAS NOT MADE, HAS DISCLAIMED, DOES NOT MAKE AND DOES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR ANY LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS OR ANY OTHER APPLICABLE LAWS, INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN OR ON THE PROPERTY. Grantee further acknowledges that, except for the representations, warranties and covenants of Grantor set forth in the Purchase Contract or Closing Documents, it has relied solely on its own investigation



of the Property and the Due Diligence Information and not on any information provided or to be provided by Grantor, and accepts the Property "AS IS" and waives all objections or claims against Grantor (including, but not limited to, any right or claim of contribution) arising from or related to the matters set forth herein. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and, except for the representations, warranties and covenants of Grantor set forth in the Purchase Contract or Closing Documents, that Grantor has not made any independent investigation or verification of such information, makes no representations as to the accuracy or completeness of such information, and does not have and shall not have any duty to provide updates regarding such information or otherwise ensure the availability of any such updated information to Grantee. Grantor is not and shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant, engineer, surveyor or other third party. THE PROVISIONS OF THIS DISCLAIMER, RELEASE AND INDEMNITY ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR'S CONVEYANCE OF THE PROPERTY. GRANTEE ACKNOWLEDGES THAT BUT FOR GRANTEE'S AGREEMENT TO THE PROVISIONS OF THIS SECTION GRANTOR WOULD NOT CONVEY THE PROPERTY TO GRANTEE.

2. Release and Waiver of Claims. Grantee agrees that, except to the extent constituting a breach of Grantor's representations, warranties or covenants in the Purchase Contract or the Closing Documents, Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Grantee is purchasing the Property "AS IS, WHERE IS," AND "WITH ALL FAULTS." Grantee, on its own behalf and on behalf of anyone claiming by, through or under Grantee and on behalf of all other Grantee Parties (hereinafter defined), to the maximum extent permitted by applicable law, except to the extent constituting a breach of Grantor's representations, warranties or covenants in the Purchase Contract or the Closing Documents, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor Parties (hereinafter defined) from any and all Claims (hereinafter defined) of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which Grantee may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor or any of the Grantor Parties, relating to this conveyance, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the Closing. Grantee agrees that the waivers and releases set forth above extend to all Claims of any nature and kind whatsoever, known or unknown, suspected or not suspected, and shall be effective upon Closing hereunder. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT TO THE EXTENT CONSTITUTING A BREACH OF GRANTOR'S REPRESENTATIONS, WARRANTIES OR COVENANTS IN THE PURCHASE CONTRACT OR THE CLOSING DOCUMENTS, GRANTEE, FOR ITSELF AND ON BEHALF OF THE GRANTEE PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WITH RESPECT TO ALL OR A PART OF THE PROPERTY, HEREBY EXPRESSLY WAIVES, RELEASES AND



RELINQUISHES ANY AND ALL CLAIMS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR AND/OR ANY ONE OR MORE OF THE GRANTOR PARTIES, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS AT, ON, IN, NEAR, UNDER, OR ABOUT THE PROPERTY, OR WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION (I) ANY AND ALL RIGHTS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE TO SEEK CONTRIBUTION FROM GRANTOR OR ANY GRANTOR PARTIES UNDER SECTION 113(F) OF OR OTHERWISE UNDER CERCLA, AS AMENDED, INCLUDING BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (42 U.S.C. §9613), AS THE SAME MAY BE FURTHER AMENDED OR REPLACED BY ANY SIMILAR LAW, RULE OR REGULATION; (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE PROPERTY UNDER SECTION 107 OF CERCLA (42 U.S.C. §9607); AND (III) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED ON STRICT LIABILITY OR OTHERWISE, UNDER OTHER APPLICABLE ENVIRONMENTAL LAWS OR BASED ON NUISANCE, TRESPASS OR ANY OTHER COMMON LAW OR STATUTORY PROVISIONS. Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee and each of the Grantee Parties. THE PROVISIONS OF THIS DISCLAIMER, RELEASE AND INDEMNITY ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR'S CONVEYANCE OF THE PROPERTY. GRANTEE ACKNOWLEDGES THAT BUT FOR GRANTEE'S AGREEMENT TO THE PROVISIONS OF THIS DISCLAIMER, RELEASE AND INDEMNITY, GRANTOR WOULD NOT CONVEY THE PROPERTY TO GRANTEE.

3. Claims. The term "Claim" or "Claims" means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under the Purchase Contract, and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

4. Grantee Affiliates. The term "Grantee Affiliate" or "Grantee Affiliates" means and includes: (i) any parent, subsidiary, or affiliate entity of Grantee and each such entity's and Grantee's employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, and (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Grantee in connection with Grantee's evaluation and inspection of the Property or in connection with the marketing, design, or construction of improvements on the Property.



5. Grantee Parties. The term "Grantee Party" or "Grantee Parties" means and includes: (i) any Grantee Affiliate; (ii) any future owner of the Property, including any homebuyer and such homebuyer's heirs, successors and assigns; and (iii) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

6. Grantor Parties. The term "Grantor Party" or "Grantor Parties" means and includes (i) Grantor, D.R. Horton, Inc., and any parent, subsidiary, or affiliate entity of Grantor and/or D.R. Horton, Inc. and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Grantor and of any parent, subsidiary, or affiliate entity of Grantor.

7. Grantee's Indemnity of Grantor. GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL ACCEPTABLE TO GRANTOR), SAVE AND HOLD HARMLESS GRANTOR AND EACH OF THE GRANTOR PARTIES FROM AND AGAINST ANY AND ALL CLAIMS ASSERTED, INCURRED OR BROUGHT AGAINST GRANTOR OR ANY GRANTOR PARTY BY GRANTEE OR ANY GRANTEE PARTY TO THE EXTENT ARISING OUT OF GRANTEE'S DEVELOPMENT, CONSTRUCTION, OWNERSHIP, LEASING, USE, OPERATION, MANAGEMENT OR MAINTENANCE OF THE PROPERTY AND ANY STRUCTURES AND/OR OTHER IMPROVEMENTS CONSTRUCTED THEREON, EXCEPT IN EACH CASE TO THE EXTENT (I) ARISING OUT OF A BREACH BY GRANTOR OR A GRANTOR PARTY OF THE PURCHASE CONTRACT OR ANY OTHER AGREEMENT EXECUTED OR DELIVERED BY GRANTOR OR A GRANTOR PARTY IN CONNECTION WITH THE PURCHASE CONTRACT, (II) ARISING OUT OF THE ACTS OR OMISSIONS OF GRANTOR OR A GRANTOR PARTY AFTER THE CLOSING. THE PROVISIONS OF THIS INDEMNITY ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR'S CONVEYANCE OF THE PROPERTY. GRANTEE ACKNOWLEDGES THAT BUT FOR GRANTEE'S AGREEMENT TO THE PROVISIONS OF THIS DISCLAIMER, RELEASE AND INDEMNITY, GRANTOR WOULD NOT CONVEY THE PROPERTY TO GRANTEE.

