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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SANDY CITY
10000 CENTENNIAL PARKWAY
SANDY UT 84070
BY: TMW, DEPUTY - MA 5 P.

Please return to:
Dianne H. Aubrey, MMC
Sandy City Recorder
10000 Centennial Parkway
Sandy, Utah 84070

Sandy City Copy 1075 East 9400 South
28-05-451-010-0000

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of March 20, 2008 by and between **BOYER QUARRY BEND L.C.**, a Utah limited liability company ("**Grantor**") and **SANDY CITY**, a municipal corporation of the State of Utah ("**Grantee**").

WHEREAS, Grantor owns all or part of that certain parcel of property located in Sandy, Utah, more particularly described as:

Lot 10 of the Quarry Bend Subdivision according to the official plat thereof, ("**Grantor Property**"); and

WHEREAS, Grantee owns all or part of that certain property contiguous to the east of the Grantor Property ("**Grantee Property**"),

WHEREAS, the parties desire to enter into a temporary easement agreement for the purposes of Grantee's construction of a park located on the Grantee Property (the "**Park**"), subject to the terms and conditions set forth in this Agreement.

THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties covenant, grant and agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a temporary, non-exclusive easement ("**Easement**") over and across Grantor's Property ("**Construction Easement Area**"). Grantee shall not be allowed access over any other portion of the Grantor Property, nor over any other parcels owned by Grantor located within or adjacent to the Quarry Bend Subdivision.

2. Purposes and Plans. The Easement created hereby shall be for providing pedestrian and vehicular ingress and egress to the Grantee Property by Grantee, its managers, employees and contractors, for purposes related to Grantee's construction of the Park on the Grantee Property. The Park and all related improvements and facilities shall be constructed pursuant to the grading plans dated March 5, 2008, attached hereto and incorporated fully herein by this reference.

ORIGINAL DOCUMENT
PROPERTY OF SANDY CITY RECORDERS OFFICE

3. Automatic Termination of Easement. This Easement shall automatically terminate upon the earlier of (a) written notice from Grantee notifying Grantor that the Easement is terminated, or (b) that date which is six (6) months from the execution of this Agreement.

4. Retention Basin. Grantee hereby acknowledges that it has already constructed an un-lined and un-reinforced temporary storm water retention basin ("**Retention Basin**") which may be located partially on the Grantor Property. Grantee hereby agrees to defend and hold Grantor harmless from any claims or damages resulting from the existence of or construction related to the Retention Basin, as more fully described in Section 5 hereof.

5. Indemnification. Grantee agrees to defend, indemnify and hold harmless the Grantor from and against all claims, losses, demands, expenses, and causes of action which may hereafter arise out of or relate to: (i) any claims, suits, damages, liens, mechanic's lien, personal injury, property damage, environmental liability, or permanent loss of use of any part of the Grantor Property, which arise from Grantee's actions or omissions in the use of the Construction Easement Area during the term of this Easement; (ii) any claims, suits, damages, liens, mechanic's lien, personal injury, property damage, environmental liability, or permanent loss of use of the Construction Easement Area or any part of the Grantor Property, which arise from Grantee's actions or omissions in the construction and use of the Retention Basin, which may have arisen prior to this Agreement or which may arise at any time; or (iii) any default by Grantee under this Agreement.

6. Covenants. Grantee covenants and agrees with Grantor as follows:

(a) Grantee agrees to provide Grantor a construction schedule, updated from time to time upon written request by the Grantor.

(b) Grantee agrees to maintain commercially reasonable liability and casualty insurance policies or to self insure as it deems appropriate for its activities on and use of the Easement, and its contractual obligations hereunder, in the amount of not less than \$2,000,000.00 per person, \$5,000,000.00 per occurrence.

(c) Grantee shall re-slope the grade of the Construction Easement Area to a slope which does not exceed 2 to 1.

(d) Grantee may remove material from within the Construction Easement Area provided that Grantee shall not remove any material below an elevation of 4,593.50 feet.

(e) Grantee agrees not to track any materials onto any portion of the Grantor Property other than the Construction Easement Area. Grantee shall provide a tire cleaning area for all construction vehicles crossing the Construction Easement Area to prevent sand and other material from being deposited upon the Grantor Property, which cleaning area shall be removed upon completion of Grantee's construction.

7. Miscellaneous.

(a) No Public Dedication. Nothing stated herein shall in any way be deemed to be a dedication, reservation or grant of the Easement for use by the public.

(b) Successors and Assigns. This Agreement, and the Easement granted herein, shall not be conveyed or assigned separately from the Grantee Property. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

(c) No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction herein contained shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

(d) Severability. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of all the provisions of this Agreement and all other applications of such provisions shall not be affected thereby.

(e) Captions. Any captions contained in this Agreement are inserted as a matter of convenience, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(f) Compliance with Laws. Grantee shall comply promptly with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies pertaining to the use and occupancy of the Easement as such statutes, ordinances, regulations, orders, and directives now exist or may hereafter provide.

(g) Integration. This Agreement, together with the exhibits hereto, contain the entire agreement between the parties hereto and are contractual and not a mere recital. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

(h) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

(i) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or


misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set forth above.

GRANTOR:

BOYER QUARRY BEND, L.C.
a Utah limited liability company

By: THE BOYER COMPANY, L.C.
Its: Manager


By: Steven B. Oster
Its: Manager

GRANTEE:

SANDY CITY,
a municipal corporation of the State of Utah



By: Jim Dela
Its: Mayor

Attest: Molly Spier, Dep-Recorder

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

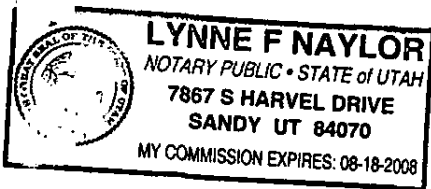
On the 17 day of March, 2008, personally appeared before me the signer of the foregoing Temporary Easement Agreement who duly acknowledged to me that he/she is the Steven B. Oster of the THE BOYER COMPANY, Manager of BOYER QUARRY BEND, L.C., and is authorized to execute this document on behalf of the Grantor and that he executed the same.



Misty Landward
NOTARY PUBLIC
Residing: Salt Lake
My Commission Expires: May 12, 2010

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

On the 17th day of March, 2008, personally appeared before me the signer of the foregoing Temporary Easement Agreement who duly acknowledged to me that he is the Mayor of SANDY CITY, a municipal corporation of the State of Utah, is authorized to execute this document on behalf of Grantee, and that he executed the same.



Lynne F Naylor
NOTARY PUBLIC
Residing: Sandy Utah
My Commission Expires: 08-18-08

3/17/08 mls
SANDY CITY APPROVALS

Department _____
Risk Mgt. cat _____
Budget W _____
Legal Form W _____
Purchasing Compliance _____