

01229343 B: 2844 P: 0172

Page 1 of 5

Rhonda Francis Summit County Recorder

12/20/2024 03:40:38 PM Fee \$40.00

By COTTONWOOD TITLE INSURANCE AGENCY, INC.

Electronically Recorded

When recorded mail to:

Liberty Ranch at Star Point, LLC

6440 S Wasatch Blvd, Ste 100

Salt Lake City, UT 84121

177865-CAU

Tax Parcel Numbers SS-51-C and LRASP-1

CORRECTIVE TEMPORARY CONSTRUCTION EASEMENT

WHEREAS, Promontory Investments, LLC, an Arizona limited liability company ("Promontory"), executed that certain Temporary Construction Easement in favor of Liberty Ranch at Star Point, LLC ("Liberty") for locating, constructing, improving, grading, landscaping and other necessary work, including the operation of equipment, and the movement of a work force, together with the right of ingress and egress and incidental purposes by instrument dated November 8, 2023 and recorded November 8, 2023, as Entry No. 1212129, in Book 2800, at Page 902 ("Easement"); and

WHEREAS, Promontory is the owner of the Temporary Easement property in Summit County, State of Utah described herein as in Exhibit A attached hereto (the "Grantor Tract"), and depicted herein in Exhibit B; and

WHEREAS Liberty is the owner of real property in Summit County, State of Utah described herein as in Exhibit C attached hereto (the "Grantee Tract"); and

WHEREAS, the Easement contained various errors in the legal description of the easement property, and this Corrective Temporary Construction Easement is given to correct the errors and to affirm the intent of the Grantor and Grantee under the Easement.

THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that Promontory Investments, LLC, an Arizona limited liability company, its heirs, successors and assigns, hereinafter referred to as Grantor(s), for the sum of One Dollar (\$1.00) and/or other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to Liberty Ranch at Star Point, LLC, a Utah limited liability company, hereinafter referred to as Grantee, its successors and assigns, a Temporary Construction Easement over, under, and through the Grantor Tract described in Exhibit A .

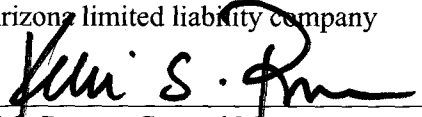
The above-described Temporary Construction Easement shall burden the Grantor Tract and benefit the Grantee Tract, and is to be used for locating, constructing, improving, grading, landscaping and other necessary work, including the operation of equipment, and the movement of a work force, over, upon and across the described easement, together with the right of ingress and egress. The Grantee agrees to surrender possession of the premises upon the expiration of this temporary easement or any extension thereof, and to leave the premises in substantially the same or better condition than it was on the date this easement was executed, including any necessary revegetation. However, it is understood that grading changes may exist upon completion of the project.

This Temporary Construction Easement shall commence upon the date the original Easement was executed and shall expire on the last to occur of a) December 31, 2026 or b) upon the expiration of Summit County's one year warranty period following the completion of the work required by that certain Development Improvements Agreement recorded July 9, 2024 as Entry No. 1222338 in the office of the

Summit County Recorder. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of both parties and it is understood that this Agreement cannot be changed or altered in any way except by writing, legally signed by both parties concerned herewith.

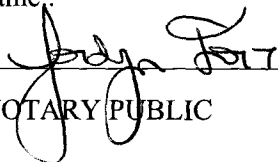
IN WITNESS WHEREOF, the parties above named have hereunto set their hands this 18th day of December, 2024.

GRANTOR: PROMONTORY INVESTMENTS, LLC
an Arizona limited liability company


Kelli S. Brown, General Manager

State of Utah)
 : ss.
County of Summit)

On this the 18th day of December, 2024, personally appeared before me, Kelli S. Brown, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly affirmed, did say that she is the General Manager of Promontory ~~Development~~^{*Investments}, LLC and that said document was signed by her in behalf of said Company by Authority of its operating agreement or resolution of its owners, and said Kelli S. Brown acknowledged to me that said Company executed the same.


NOTARY PUBLIC

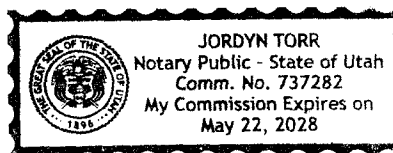


EXHIBIT A

PROPERTY DESCRIPTION

Grantor Tract (Temporary Easement Portion)

BEGINNING AT THE NORTHEAST CORNER LOT 1, LIBERTY RANCH AT STAR POINT, AS RECORDED JULY 9, 2024, AS ENTRY NO. 1222337 IN BOOK 2824 AT PAGE 1907 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, AND RUNNING THENCE SOUTH 89° 35'56" EAST 12.00 FEET; THENCE SOUTH 0°16'14" WEST 558.90 FEET TO A POINT ON THE ARC OF A 458.60 FOOT NON TANGENT RADIUS CURVE TO THE LEFT ; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°44'27" A DISTANCE OF 13.93 FEET, CHORD BEARS NORTH 59°11'16" WEST 13.93 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 0°16'14" EAST 551.84 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

Part of Parcel SS-51-C

EXHIBIT B

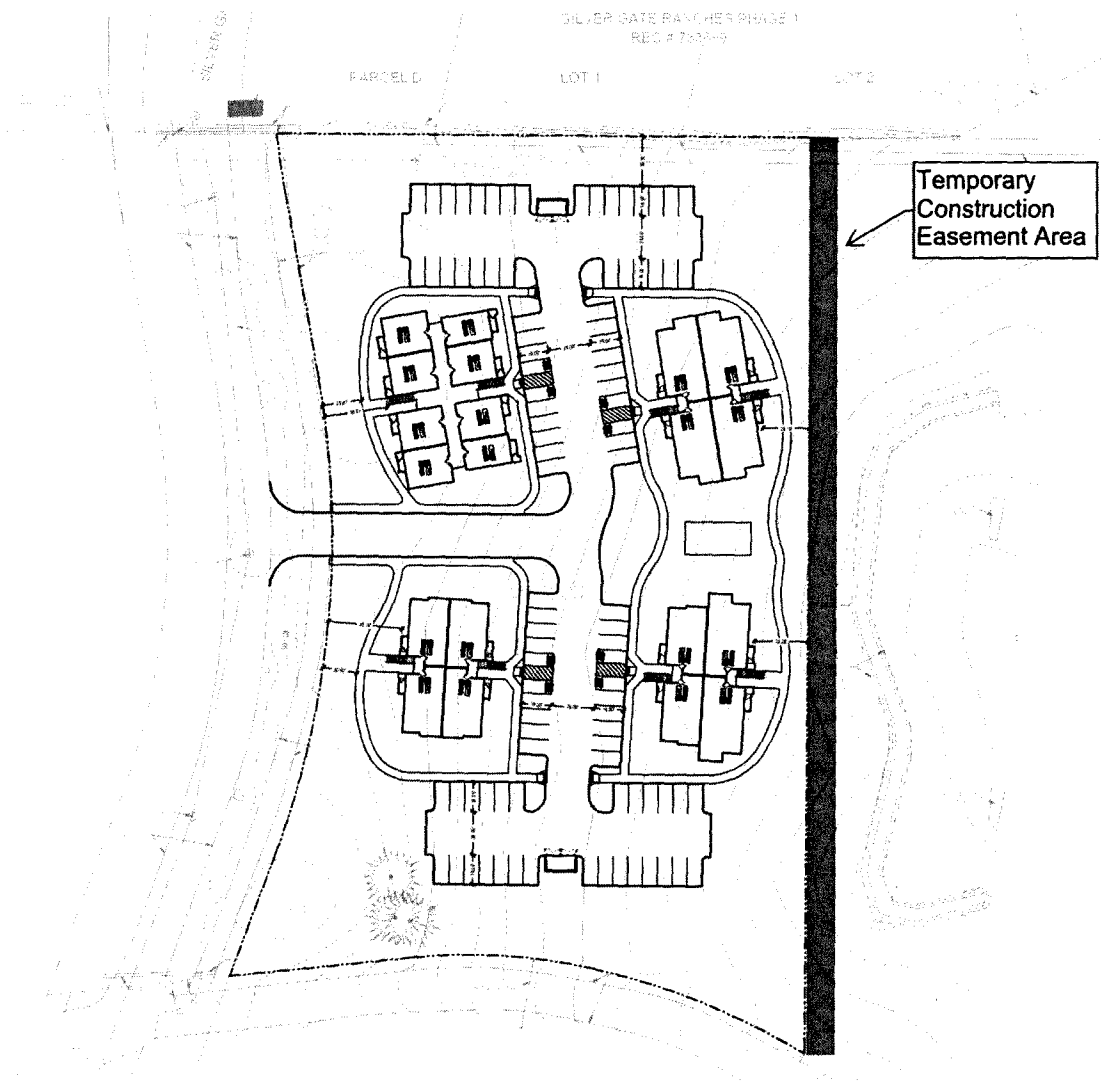


Exhibit C

Grantee Tract

Lot 1, LIBERTY RANCH AT STAR POINT, according to the official plat thereof, as recorded July 9, 2024 as Entry No. 1222337 in Book 2824 at Page 1907 in the office of the Summit County Recorder, State of Utah.

Tax Id No.: LRASP-1