

TEMPORARY CONSTRUCTION EASEMENT AND SPRING WATER LINE RELOCATION AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AND SPRING WATER LINE RELOCATION AGREEMENT ("Agreement") is made effective as of the 11th day of August, 2022 ("Effective Date"), by and between Soaring Wings Properties LLC, a Utah limited liability company ("Grantee"), whose address is 1580 Old Ranch Road, Park City, Utah and Carl Workman ("Grantor"), whose address is 715 West 770 South, Woods Cross, Utah 84087, with reference to the following:

RECITALS

A. Grantor is an owner of record of certain real property located in the Summit County, Utah, more particularly described on the attached Exhibit "A" (Grantor's Property").

B. Grantee owns certain real property located adjacent to the Grantor's Property ("Grantee Property").

C. Grantee intends to develop and construct an expansion to its school located on the Grantee Property ("Improvements").

D. In developing and constructing the Improvements, Grantee anticipates the need for and desire to commence, perform, and complete certain development work, construction work, mobilization, construction staking, surveying, storage, preliminary site work, and management activities directly related to the Improvements (collectively, the "Site Work") on that portion of the Grantor's Property as depicted as the "Easement Area" on the attached Exhibit "A" ("Easement Area").

E. Grantee desires to promptly commence, perform, and complete the Improvements and conduct the Site Work. Grantor is willing to grant access and a non-exclusive, temporary construction easement to Grantee to commence, perform, and complete the Improvements and conduct the Site Work on the terms and conditions set forth below.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Recitals. The Recitals set forth in this Agreement are true and accurate and are made a part of this Agreement and are incorporated by this reference.

2. Grant of Temporary Easement. Grantor hereby grants to Grantee access and a non-exclusive, temporary construction easement ("Temporary Easement") on, over, across, under, and through the Easement Area for the commencement, performance, and completion of the Improvements and to conduct the Site Work. This Agreement and the Temporary Easement will commence on the Effective Date and automatically terminate with no further action by the Parties on the earlier of (a) August 1, 2030, or (b) when Grantor sells the Grantor's Property ("Termination

Date").

3. Compliance and Indemnity. By accepting the Temporary Easement, Grantee agrees to:

(a) Exercise reasonable care and diligence to comply with all laws and governmental regulations while on or about the Easement Area and in commencing, performing, and completing the Improvements and conducting the Site Work. Grantee will acquire any required permits, approvals, and licenses from Summit County and any other applicable governmental authorities prior to commencing the Improvements and conducting the Site Work.

(b) Defend, indemnify, and hold harmless Grantor from and against any and all losses, costs, damage, expenses, or liability arising out of Grantee's activities on the Easement Area and/or the costs and expenses thereof, or out of any negligence or willful misconduct of Grantee in performing the activities contemplated by this Agreement, provided that, without expanding by implication the scope of the foregoing indemnity, the foregoing agreement to indemnify and hold harmless will not apply to any losses, costs, damage, expenses, or liability arising out of or related to the negligence or willful misconduct of Grantor or their employees, agents, or contractors and will not apply to any indemnify and hold harmless obligations of Grantor under this Agreement. The foregoing agreement to indemnify and hold harmless will survive the Termination Date.

(c) Keep the Grantor's Property (including, without limitation, the Easement Area) free from mechanics' or similar liens arising on account of or resulting from any act by or on behalf of Grantee, including, without limitation, the performance of the Improvements and the Site Work (a "Lien"). In the event a Lien is recorded against the Grantor's Property and/or the Easement Area, Grantee will, within 30 days after recordation of such Lien, cause such Lien to be released from the Grantor's Property and/or the Easement Area. If Grantee fails to cause the Lien to be released as required by this subparagraph (c), Grantee will be obligated to pay to or reimburse Grantor all reasonable monies that Grantor incurs in discharging any such Lien, including reasonable attorneys' fees and other costs and expenses incurred by Grantor in bonding off, settling defending against, appealing, or in any manner dealing with or effecting the release of such Lien.

4. Relocation of Spring Water Line. Grantee will relocate, at Grantee's expense, the spring water line currently located within the Grantee Property onto the Grantor's Property the earlier of (a) as part of the first phase of Grantee's construction of the Improvements; or (b) when requested to do so by Grantor.

5. Attorneys' Fees. In the event it becomes necessary for Grantor or Grantee to employ an attorney in order to enforce their respective rights under this Agreement, either with or without litigation, the non-prevailing party or parties of such controversy will pay to the prevailing party or parties reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing party or parties in enforcing their rights under this Agreement.

6. Scope of Temporary Easement. The Temporary Easement will be for the benefit, use, and enjoyment of Grantee and its respective officers, employees, agents, contractors,

suppliers, licensees, invitees, successors, assigns, and others whom, from time-to-time, Grantee may designate.

7. No Third-Party Beneficiaries. Notwithstanding anything to the contrary in this Agreement, Grantor and Grantee expressly agree and acknowledge that (a) Grantor and Grantee do not intend that any third-parties, including, without limitation, any of Grantor's joint tenants or co-owners of the Grantor's Property or any of Grantee's agents, contractors, suppliers, licensees, or invitees, will have any right to enforce this Agreement and the Temporary Easement granted under this Agreement, and (b) no person other than Grantee and their successors and assigns will be entitled to assert any of the rights, interests, and benefits granted by Grantor under this Agreement, including, without limitation, the right to enforce this Agreement and the Temporary Easement.

8. Not a Public Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever, it being the intention of Grantor and Grantee that this Agreement be strictly limited to and for the purposes expressed in this Agreement.

9. Further Assurances. Grantor and Grantee agree to execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

10. Authorization. Each individual executing this Amendment on behalf of Grantor and Grantee do hereby represent and warrant to each other that they have been duly authorized to execute and deliver this Agreement in the capacity and for the entity for whom that individual signs. Grantor represents and warrants to Grantee that Grantor has the requisite power and authority to grant the Temporary Easement for the benefit, use, and enjoyment of Grantee in order for Grantee to commence, perform, and complete the Improvements and conduct the Site Work on the Grantor's Property. Grantor and Grantee covenant and agree to indemnify, defend, protect, and hold each other harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements, or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by, or asserted or awarded against the other party by reason of any breach of the covenants, representations, or warranties contained in this Section 9. The foregoing agreement and obligation to indemnify, defend, protect, and hold each other harmless will survive the Termination Date.

11. Miscellaneous. No amendment, change, or modification of this Agreement will be valid, unless in writing and signed by Grantor and Grantee. This Agreement will be construed and enforced in accordance with the laws of the State of Utah. This Agreement may be delivered by facsimile or e-mail transmission and will be effective upon receipt of same. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together will constitute one and the same instrument. By accepting the Temporary Easement, Grantee will be bound by the terms and conditions of this Agreement.

[Intentionally Blank – Signature Page to Follow]

SIGNATURE PAGE

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Agreement on the Effective Date.

GRANTOR:

**The Carl J. Workman Family
Living Trust, dated July 12, 2006**

By:

Carl Blair Workman

Carl Blair Workman
Successor Co-Trustee

GRANTEE:

**Soaring Wings Properties LLC,
a Utah limited liability company**

By:

Bruce W. King

Bruce W. King
Managing Member

By:

Diane Carla Workman

Diane Carla Workman Bartlett
Successor Co-Trustee

By:

Duna L. Strachan

Duna L. Strachan
Managing Member

EXHIBIT A

EXHIBIT A

Existing PP-104 boundary description:

Account Number 0053060

Acres 2.37

Situs 1745 W OLD RANCH RD,

Parcel Number PP-104

Legal BEG AT A FENCE COR LOCATED S 1289.54 FT ALONG THE SEC LINE & E 1473.81 FT FROM THE NW COR OF SEC 31 T1SR4E SLBM SD PT ON THE S LINE OF OLD RANCH RD & ON THE E LINE OF STATE RD U-224; & RUN TH ALONG A FENCE LINE S 89*54'44" E 96.44 FT; TH ALONG THE EXTERIOR WALL OF AN EXISTING GARAGE S 88*16'10" E 18.31 FT; TH N 77*49'29" E 2.32 FT; TH ALONG THE EXTERIOR WALL OF AN EXISTING SHED S 88*29'43" E 55.77 FT; TH ALONG THE EXTERIOR WALL OF AN EXISTING SHED S 0*07'55" W 5.62 FT; TH ALONG AN EXISTING GATE S 86*57'20" E 11.77 FT; TH ALONG THE EXTERIOR WALL OF AN EXISTING BARN S 88*47'46" E 22.43 FT; TH ALONG A FENCE LINE S 89*37'32" E 232.44 FT; TH ALONG A FENCE LINE S 79*06'36" E 8.09 FT; TH ALONG A FENCE LINE S 6*53'18" W 249.17 FT; TH ALONG A FENCE LINE N 89*00'35" W 227.31 FT; TH ALONG A FENCE LINE N 89*59'17" W 187.73 FT; TH ALONG A FENCE LINE N 0*32'28" W 254.85 FT TO THE PT OF BEG CONT 2.48 AC(LESS 0.11 AC 651-460 PP-104-X UDOT; NOTE ERROR IN DESC) BAL 2.37 AC M/LM97-194 M99-104 IQC-82 WWD-488 CORRECTIVE DESC 636-289) 949-251-2551739-1400-1403 1804-928 CARL J WORKMAN TRUSTEE OF THE CARL J WORKMAN FAMILY LIVING TRUST 1804-928

Existing PP-102-F boundary description:

Account Number 0053037

Acres 1.89

Situs 1580 W OLD RANCH RD ,

Tax District 10 - PCSD A,J,K,U (C-C) (E-E)

Parcel Number PP-102-F

Geo Neighborhood 00-11-05 - SUN PEAK AREA

Legal BEG INT/SEC FENCE LINE & E LINE STATE HWY S 1557.39 FT & 1473.9 FT FROM NW COR SEC 31 T1SR4E SLBM; TH N 89*30' E 416 FT TO PT ON FENCE LINE; TH S 201.07 FT; S 89*30' W 416.60 FT TO E LINE HWY; TH N 201.07 FT TO BEG CONT 1.923 AC; ALSO BEG S 1557.39 FT & E 1473.90 FT; N 89*30' E 407 FT FROM NW COR SEC 31 T1SR4E SLBM; TH N 89*30' E 9.6 FT; N 6*45'20" E 4.20 FT; N 89*28' W 9.58 FT; S 6*45'20" W 4.37 FT TO BEG CONT 0.001 AC; ALSO BEG INT/SEC FENCE E LINE STATE HWY 248 SD PT BEING S 1557.39 FT & E 1473.90 FT FROM NW COR SEC 31 T1SR4E SLBM; TH N ALONG FENCE LINE 11.69 FT TO FENCE COR; TH S 89*28' E ALONG FENCE 407.52 FT; TH S 6*45'20" W 4.37 FT; TH S 89*30' W 407.00 FT TO BEG CONT 0.07 AC (LESS 0.10 AC 651-452 PP-104-X UDOT) BAL 1.89 AC M97-187-9 M99-104 386-108 (REF:636-291) 1067-732 1228-323-333 1623-310-328 1707-122 1750-56 1844-1191 2047-1742 2050-418 2111-1741 2550-1428