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11/8/2019 9:16:00 AM \$40.00
Book - 10857 Pg - 4450-4456
RASHELLE HOBBS
Recorder, Salt Lake County, UT
INTEGRATED TITLE INS SERVICES
BY: eCASH, DEPUTY - EF 7 P.

When recorded, return to:

Richmond American Homes of Utah, Inc.
849 W. Levoy Drive, Suite 220
Salt Lake City, UT 84123
Attn: Benson Whitney

SEWER AND ROAD BASE CONSTRUCTION EASEMENT AGREEMENT
(Jackson Subdivision)

This SEWER CONSTRUCTION EASEMENT AGREEMENT (this "Easement Agreement") is entered into as of this 7th day of November, 2019, by and between OLYMPIA RANCH, LLC, a Utah limited liability company ("**Grantor**"), and RICHMOND AMERICAN HOMES OF UTAH, INC., a Colorado corporation ("**Grantee**"). Grantor and Grantee may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Grantor is the owner of that certain real property described on **Exhibit "A"** attached hereto ("**Easement Property**").

WHEREAS, Grantor and Grantee have entered into that certain Purchase and Sale Agreement dated August 8, 2019, as amended ("**Purchase Agreement**").

WHEREAS, pursuant to the terms of the Purchase Agreement, Grantee will be constructing offsite sewer and road base improvements on the Easement Property.

WHEREAS, for the above reasons, Grantor desires to grant to Grantee a construction easement for the installation and construction of the offsite sewer and road base improvements on the Easement Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and its affiliates, contractors, employees, agents, customers, licensees, invitees, successors and assigns a construction easement upon, over, across and under the Easement Property for the purpose of the installation and construction of sewer and road base improvements as follows: (a) access to, upon, over and across the Easement Property as may be reasonably necessary or appropriate in connection with installation and construction of the offsite sewer and road base improvements; (b) the passage, storage and parking of construction and other vehicles; (c) staging and stockpiling of construction materials and equipment, including dirt stockpiles; and (d) any other construction activities as may be necessary in furtherance of the installation and construction of the offsite sewer and road base improvements.

2. Term of Easements. This Easement Agreement and the other rights granted herein shall be effective from and after the date this Easement Agreement is recorded in the Official Records of Salt Lake County, Utah (the "Official Records"). This Easement Agreement and the other rights granted herein shall automatically expire and terminate without any action by the parties hereto being required on the date that is one (1) year after Grantee has completed the installation and construction of the offsite sewer and road base improvements. Notwithstanding the foregoing or anything else to the contrary contained herein, upon the automatic termination of the Easement Agreement pursuant to the immediately preceding sentence and upon the written request of Grantor, Grantee agrees to execute, acknowledge and deliver to Grantor an instrument evidencing the termination of this Easement Agreement, which Grantor may record in the Official Records or Grantor may elect to record its own Termination of Easement Agreement, provided a copy of such Termination of Easement Agreement is promptly sent to Grantee.

3. Indemnification; Release; Insurance. Grantee hereby agrees that it shall defend, indemnify and hold Grantor, its affiliates, contractors, employees, agents, customers, licensees, invitees, successors and assigns harmless for, from and against any mechanics' and/or materialmen's liens and all other liabilities, claims, demands, losses and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the installation and construction of the a storm drain discharge pipe, except to the extent caused by the negligence or willful misconduct (whether comparative or total) of Grantor, its affiliates, contractors, employees, agents, customers, licensees, invitees, successors and assigns. Grantee shall maintain an insurance policy with a financially responsible insurance company against claims for bodily injury, death or property damage claims by actions occurring upon or in connection with the use of the Easement Property, which policy describes Grantee as named insured and has limits of not less than \$1,000,000. Grantor shall be named as an additional insured on all such policies. Grantee shall provide Grantor such evidence as Grantor may reasonably request from time to time, that the insurance coverage provided by this paragraph is in effect.

4. No Public Dedication. Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of any portion of the Easement Property to or for the general public or for any public purpose whatsoever, and this Easement Agreement shall be strictly limited to and for the purposes expressed herein.

5. Run With Land. Until the termination in accordance with Section 2, the grant of easement and other provisions hereof shall run with the Easement Property, shall be a burden upon the Easement Property and shall be binding on Grantor, its successors and assigns, and every person who becomes an owner of all or any portion of the Easement Property; provided however upon the conveyance of the Easement Property, then Grantor's obligations hereunder shall cease, with Grantor being responsible only for obligations incurred prior to the conveyance and with Grantor's transferee being responsible only for obligations incurred after the conveyance.

6. Applicable Law. This Easement Agreement shall be construed and enforced in accordance with the laws of the State of Utah, without giving effect to the principles of the conflicts of law. Any and all actions arising hereunder shall be brought only in the Salt Lake County District Court and the Parties consent to the jurisdiction and venue thereof.

7. Descriptive Headings. The descriptive headings of the paragraphs, subparagraphs and other portions of this Easement Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions herein.

8. Severability. If any terms, provisions or covenants contained in this Easement Agreement shall to any extent be invalid or unenforceable, the remainder of this Easement Agreement shall not be affected thereby, and each term, provision and condition hereof shall be valid and enforceable to the fullest extent permitted by law.

9. Counterparts. This Easement Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

[signatures follow on next page]

IN WITNESS WHEREOF, this Construction Easement has been made effective as of the date first set forth above.

GRANTOR:

GRANTEE:

OLYMPIA RANCH, LLC
a Utah limited liability company

RICHMOND AMERICAN HOMES OF
UTAH, INC., a Colorado corporation

By: [Signature]
Name: Ryan Burton
Title: MANAGER

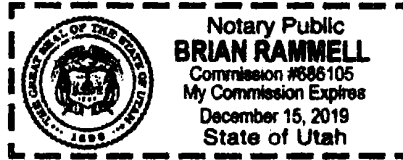
By: [Signature]
Name: Benson J. Whitney
Title: V.P. of Land Acquisition

STATE OF UTAH)
))
COUNTY OF Salt Lake)) ss.

The foregoing instrument was acknowledged before me on November 7, 2019, by Ryan Burton, as Manager of Olympia Ranch, LLC, a Utah limited liability company.

[Signature]
Notary Public

My Commission Expires:
12-15-19 Comm# 686105



STATE OF UTAH)
))
COUNTY OF Salt Lake)) ss.

The foregoing instrument was acknowledged before me on NOVEMBER 7, 2019, by Benson Whitney as VP of LAND, of RICHMOND AMERICAN HOMES OF UTAH, INC., a Colorado corporation, on behalf of said company.

[Signature]
Notary Public

My Commission Expires:
7.28.2023

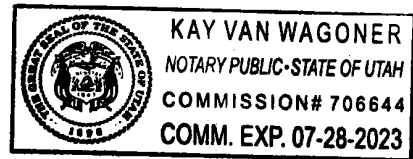


EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT PROPERTY

Beginning at a point being North 89°59'04" West 1,139.29 feet along the section line and South 1,191.68 feet from the North Quarter Corner of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence Southeasterly 141.77 feet along the arc of a 280.00 foot radius curve to the right (center bears South 49°16'42" West and the chord bears South 26°13'02" East 140.26 feet with a central angle of 29°00'33");

thence South 20°46'53" East 75.97 feet;

thence Southeasterly 94.47 feet along the arc of a 223.50 foot radius curve to the left (center bears North 69°13'07" East and the chord bears South 32°53'26" East 93.77 feet with a central angle of 24°13'07");

thence South 45°00'00" East 66.33 feet;

thence North 44°34'23" East 115.59 feet;

thence South 45°25'37" East 20.00 feet;

thence South 44°34'23" West 115.74 feet;

thence South 45°00'00" East 165.57 feet;

thence Southeasterly 21.51 feet along the arc of a 15.00 foot radius curve to the left (center bears North 45°00'00" East and the chord bears South 86°04'36" East 19.71 feet with a central angle of 82°09'11");

thence Northeasterly 95.95 feet along the arc of a 429.50 foot radius curve to the right (center bears South 37°09'11" East and the chord bears North 59°14'49" East 95.75 feet with a central angle of 12°48'00");

thence Northeasterly 80.54 feet along the arc of a 223.50 foot radius curve to the left (center bears North 24°21'11" West and the chord bears North 55°19'24" East 80.10 feet with a central angle of 20°38'48");

thence North 45°00'00" East 177.17 feet;

thence South 45°00'00" East 13.38 feet;

thence North 45°14'57" East 119.51 feet;

thence North 27°37'39" East 10.12 feet;

thence South 62°22'21" East 20.00 feet;

thence South 27°37'39" West 13.22 feet;

thence South 45°14'57" West 122.52 feet;

thence South 45°00'00" East 233.31 feet;

thence North 44°24'03" East 219.64 feet;

thence North 21°21'59" East 9.48 feet;

thence South 60°33'44" East 20.20 feet;

thence South 32°18'37" West 20.03 feet;

thence South 44°24'03" West 214.20 feet;

thence South 45°00'00" East 30.13 feet;

thence Southeasterly 97.00 feet along the arc of a 123.50 foot radius curve to the left (center bears North 45°00'00" East and the chord bears South 67°30'00" East 94.52 feet with a central angle of 45°00'00");

thence East 102.10 feet;

thence Northeasterly 41.85 feet along the arc of a 500.00 foot radius curve to the left (center bears North and the chord bears North 87°36'09" East 41.83 feet with a central angle of 04°47'42");

thence Northeasterly 41.85 feet along the arc of a 500.00 foot radius curve to the right (center bears South 04°47'42" East and the chord bears North 87°36'09" East 41.83 feet with a central angle of 04°47'42");

thence East 138.16 feet;

thence North 02°33'41" East 143.17 feet;

thence North 89°59'15" East 19.99 feet;

thence South 02°32'57" West 143.18 feet;

thence East 107.72 feet;

thence North 45°04'19" East 35.40 feet;

thence South 00°08'37" West 110.00 feet;

thence North 44°55'41" West 35.31 feet;

thence West 110.89 feet;

thence South 03°52'40" West 191.41 feet;

thence South 66°17'13" West 23.81 feet;

thence North 23°42'47" West 20.00 feet;

thence North 66°17'13" East 11.69 feet;

thence North 03°52'40" East 177.94 feet;

thence West 134.94 feet;

thence Westerly 41.85 feet along the arc of a 500.00 foot radius curve to the right (center bears North and the chord bears North 87°36'09" West 41.83 feet with a central angle of 04°47'42");

thence Westerly 41.85 feet along the arc of a 500.00 foot radius curve to the left (center bears South 04°47'42" West and the chord bears North 87°36'09" West 41.83 feet with a central angle of 04°47'42");

thence West 101.96 feet;

thence Northwesterly 138.62 feet along the arc of a 176.50 foot radius curve to the right (center bears North and the chord bears North 67°30'00" West 135.09 feet with a central angle of 45°00'00");

thence North 45°00'00" West 30.26 feet;

thence South 46°03'07" West 199.47 feet;

thence South 59°38'12" West 12.45 feet to the Westerly Right-of-Way Line of Mustang Trail;

thence North 30°21'48" West 20.00 feet along the Westerly Right-of-Way Line of Mustang Trail;

thence North 59°38'12" East 10.07 feet;

thence North 46°03'07" East 196.72 feet;
 thence North 45°00'00" West 198.56 feet;
 thence Westerly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears South 45°00'00" West and the chord bears West 21.21 feet with a central angle of 90°00'00");
 thence South 45°00'00" West 109.17 feet;
 thence Southwesterly 99.64 feet along the arc of a 276.50 foot radius curve to the right (center bears North 45°00'00" West and the chord bears South 55°19'24" West 99.10 feet with a central angle of 20°38'49");
 thence Southwesterly 142.99 feet along the arc of a 376.50 foot radius curve to the left (center bears South 24°21'11" East and the chord bears South 54°46'01" West 142.13 feet with a central angle of 21°45'36");
 thence North 45°00'00" West 19.10 feet;
 thence South 45°25'41" West 38.99 feet;
 thence South 30°34'37" West 95.28 feet;
 thence South 18°47'59" West 100.11 feet;
 thence North 71°12'01" West 20.00 feet;
 thence North 18°47'59" East 102.18 feet;
 thence North 30°34'37" East 99.95 feet;
 thence North 45°25'41" East 41.45 feet;
 thence North 45°00'00" West 276.71 feet;
 thence Northwesterly 116.88 feet along the arc of a 276.50 foot radius curve to the right (center bears North 45°00'00" East and the chord bears North 32°53'26" West 116.01 feet with a central angle of 24°13'07");
 thence North 20°46'53" West 67.76 feet;
 thence Northwesterly 43.46 feet along the arc of a 500.00 foot radius curve to the left (center bears South 69°13'07" West and the chord bears North 23°16'17" West 43.45 feet with a central angle of 04°58'48");
 thence North 25°45'41" West 28.14 feet;
 thence Northwesterly 52.95 feet along the arc of a 220.00 foot radius curve to the left (center bears South 64°14'19" West and the chord bears North 32°39'24" West 52.82 feet with a central angle of 13°47'26");
 thence North 45°00'00" East 60.21 feet to the point of beginning.

Contains 127,388 Square Feet or 2.924 Acres

part of Tax Parcel No. 26-26-100-001; 26-26-100-004