

When recorded, return to:

Woodside Homes of Utah, LLC
Attn: Matthew Loveland
460 West 50 North, Suite 300
Salt Lake City, Utah 84101

13837337
12/1/2021 3:58:00 PM \$40.00
Book - 11276 Pg - 8185-8193
RASHELLE HOBBS
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 9 P.

EASEMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is acknowledged, and subject to the terms and conditions of this Easement Agreement (this "Agreement") BLAND RECYCLING, L.L.C., a Utah limited liability company ("Grantor"), hereby grants and conveys to WOODSIDE HOMES OF UTAH, LLC, a Utah limited liability company and T SQUARED DEVELOPMENT, LLC, a Utah limited liability company (collectively, "Temporary Easement Grantee"), and their contractors, suppliers, and agents (collectively, "Temporary Easement Grantee's Agents"), a non-exclusive temporary easement (the "Temporary Easement") over, upon, and across the real property legally described on Exhibit A-1 and generally depicted on Exhibit A-2, each attached hereto and incorporated herein by this reference (the "Easement Property"), for the purpose of entering upon the Easement Property and constructing and maintaining the improvements that Grantee is required or permitted to install in accordance with the plans for the development of that certain real property legally described on Exhibit B, attached hereto and incorporated herein by this reference (the "Benefitted Property"), as the same shall be approved (including, any amendments thereto) by Salt Lake County and the Kearns Improvement District (collectively, the "Plans") including, but not limited to, for purposes of grading as generally depicted on Exhibit C, attached hereto and incorporated herein by this reference, and the installation of asphalt and landscaping (collectively, the "Improvements").

Temporary Easement Grantee shall indemnify, defend, and hold Grantor harmless for, from, and against any and all injuries, liabilities, claims, demands, actions, losses, and expenses of any nature whatsoever (including attorneys' fees and litigation and court costs) sustained by Grantor to the extent resulting from or arising in connection with any entry upon the Easement Property by Temporary Easement Grantee or Temporary Easement Grantee's Agents. The foregoing obligation to indemnify, defend, and hold harmless does not apply to any injury, liability, claim, demand, cause of action, loss, or expense arising from or related to the negligent acts or omissions of Grantor. Notwithstanding any provision of this Agreement to the contrary, the foregoing obligations to indemnify, defend, and hold harmless shall survive the expiration or termination of this Agreement.

The initial term of the Temporary Easement shall be until October 15, 2023 (the "Temporary Easement Initial Term"); provided, however, if Temporary Easement Grantee commences construction of the Improvements within the Temporary Easement Initial Term, the term of the Temporary Easement shall be extended for a period of up to an additional two (2) years such that it shall expire upon the earlier of: (i) completion of construction of the Improvements by Grantor or Temporary Easement Grantee, dedication thereof to Salt Lake County, and expiration of all applicable warranty periods for the Improvements; or (ii) October 15, 2025 (the "Temporary Easement Term").

Upon expiration of the Temporary Easement Term, if the Improvements have been constructed then, for good and valuable consideration, the receipt of which is acknowledged, and

subject to the terms and conditions of this Agreement, Grantor hereby grants and conveys to Salt Lake County, a political subdivision of the State of Utah ("Perpetual Easement Grantee"), and its contractors, suppliers, and agents (collectively, "Perpetual Easement Grantee's Agents"), a perpetual non-exclusive easement (the "Perpetual Easement") over, upon, and across the Easement Property, for the purpose of entering upon the Easement Property as reasonably required in connection with the maintenance and repair of the Improvements. During the term of the Perpetual Easement, Grantor covenants not to disturb, modify, or alter in any way, the Improvements, which covenant shall run with the Easement Property and shall bind all future successors and assigns thereof.

DATED: October 15, 2021.

[Remainder of page intentionally left blank. Signatures appear on following pages.]

GRANTOR: BLAND RECYCLING, L.L.C., a Utah limited liability company

By: Byron Bland
Its: Managing Member

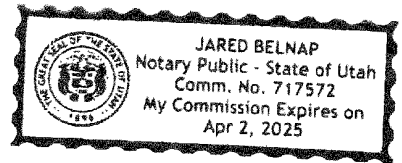
State of Utah)
)§
County of Salt Lake)

On this 15 day of October, in the year 2021, before me, Jared Belnap, a notary public, in and for the State of Utah, personally appeared Byron Bland, known to me, or proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to the within instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

Jared Belnap
Notary Public
Residing in Riverton, Utah
My Commission Expires: Apr 2, 2025

(seal)



TEMPORARY EASEMENT GRANTEE: WOODSIDE HOMES OF UTAH, a Utah limited liability company

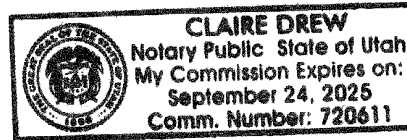
By: [Signature]
Its: Authorized Agent

State of Utah)
County of Salt Lake)§

On this 28th day of October, in the year 2021, before me, Claire Drew, a notary public, in and for the State of Utah, personally appeared Matthew Loveland known to me, or proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to the within instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

[Signature]
Notary Public



Residing in Salt Lake City Utah

(seal)

TEMPORARY EASEMENT GRANTEE: T SQUARED DEVELOPMENT, a Utah limited liability company

By: Trevor Hull
Its: Managing Member

State of Utah)
County of Salt Lake)§

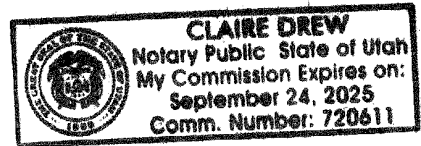
On this 28th day of October, in the year 2021, before me, Claire Drew, a notary public, in and for the State of Utah, personally appeared Trevor Hull, known to me, or proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to the within instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

[Signature]

Notary Public

Residing in Salt Lake City Utah



(seal)

Exhibit "A-1"
Legal Description of Easement Property

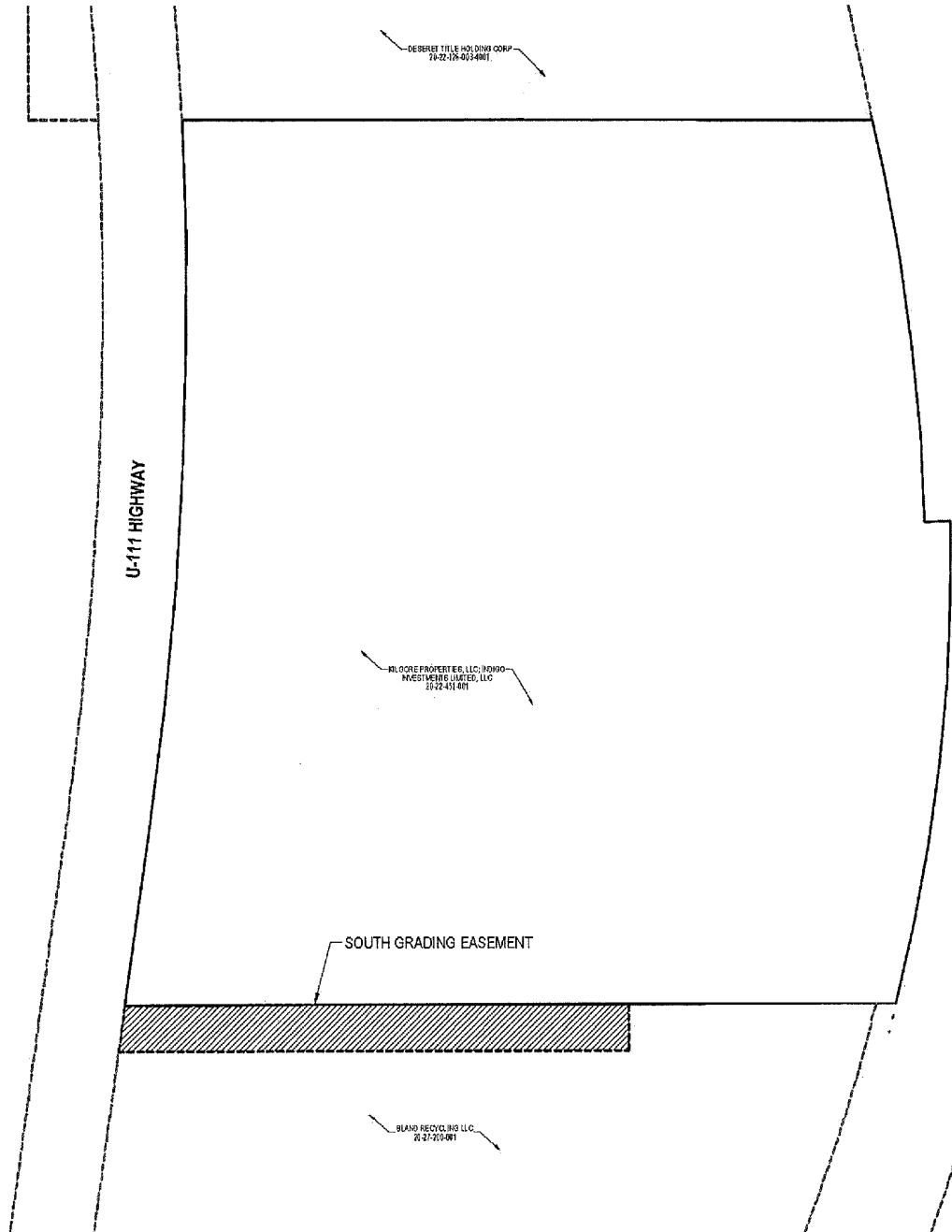
Beginning at a point being South 89°58'49" West 1,734.80 feet along the section line from the Southeast Corner of Section 22, Township 2 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°01'11" East 70.00 feet;
thence South 89°58'49" West 769.51 feet;
thence North 08°02'35" East 70.70 feet;
thence North 89°58'49" East 759.59 feet to the point of beginning.

Contains 53,519 Square Feet or 1.229 Acres

part of 20-27-200-001

Exhibit "A-2"
 Depiction of Easement Property




PROJECT# DATE 10685B 8/25/21 1 OF 1 FILE BDC/eng/grading	SKY RANCH TOWNHOMES 6709 SOUTH U-111 HIGHWAY SALT LAKE CITY, UTAH SOUTH GRADING EASEMENT	FOR: WOODSIDE HOMES 460 WEST 50 NORTH, STE 300 SALT LAKE CITY, UTAH 84101 PHONE: 801.884.3687	45 W. 10000 S. Ste 500 Sandy, UT 84070 Phone: 801.255.0520 Fax: 801.255.4449 www.ensignng.com 
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Exhibit "B"
Legal Description of Benefitted Property

A parcel of land situate in the Southeast Quarter of Section 22, Township 2 South, Range 2 West, Salt Lake Base & Meridian, being more particularly described as follows:

Beginning at a point South 89°58'49" West 1,331.93 feet along the section line from the Southeast Quarter Corner of Section 22, Township 2 South, Range 2 West, Salt Lake Base & Meridian and running:

thence South 89°58'49" West 1,162.46 feet along said section line to the East right of way line of the Bacchus Highway;
thence North 08°02'35" East 276.23 feet along the East right of way line of said Bacchus Highway;
thence Northerly 1,067.92 feet along the arc of a 5,779.70 feet radius curve to the left (center bears North 81°57'26" West and the chord bears North 02°44'58" East 1,066.40 feet with a central angle of 10°36'12") along the Easterly Right-of-Way of said Bacchus Highway;
thence South 89°57'30" East 1,041.76 feet to the Westerly Right-of-Way of the Kennecott Railroad;
thence along the Right-of-Way line of the Kennecott Railroad for the following 4 (four) courses:
1. South 11°45'49" East 80.65 feet;
2. Southerly 532.83 feet along the arc of a 2,935.37 feet radius curve to the right (center bears South 78°14'11" West and the chord bears South 06°33'48" East 532.09 feet with a central angle of 10°24'01");
3. North 89°14'11" East 40.00 feet;
4. Southerly 737.70 feet along the arc of a 2,815.37 feet radius curve to the right (center bears South 89°14'10" West and the chord bears South 06°44'33" West 735.59 feet with a central angle of 15°00'46") to the point of beginning.

Contains 1,518,574 square feet or 34.862 acres.

part of 20-22-451-001

Exhibit "C"
General Depiction of Grading Improvements

