

CTIA # 146541 WTHP

When recorded, return to:

M.D.C. Holdings, Inc.
Attn: Donna Prete
4350 S. Monaco Street
Denver, CO 80237

13951477 B: 11338 P: 6244 Total Pages: 8
05/12/2022 04:42 PM By: dhummel Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

Tax ID # 26-26-326-009

TEMPORARY STORM DRAIN CONSTRUCTION EASEMENT AGREEMENT
(Teton Ranch Subdivision)

This TEMPORARY STORM DRAIN CONSTRUCTION EASEMENT AGREEMENT (this "EASEMENT AGREEMENT") is entered into as of this 12 day of May, 2022 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 desires to grant to Grantee a construction easement for the installation, construction and maintenance of certain offsite storm drain and manhole improvements (the "**Storm Drain Improvements**") on the Easement Property in the approximate location depicted on **Exhibit "B"** and in accordance with the approved construction drawings for the Teton Ranch Subdivision.

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, construction and maintenance of the Storm Drain Improvements as follows: (a) access to, upon, over and across the Easement Property as may be reasonably necessary or appropriate in connection with installation, construction and maintenance of the Storm Drain 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, construction and maintenance of the Storm Drain 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 the later of (a) one (1) year after Grantee has completed the installation and construction of the Storm Drain Improvements, and (b) the expiration of the warranty period required by the City of Herriman applicable to the Storm Drain 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 sewer and storm line improvements, 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 \$2,000,000. 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 Easement Agreement 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 Button
Title: Manager

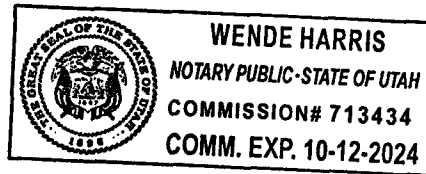
By: [Signature]
Name: Scott Turner
Title: EVPO

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

The foregoing instrument was acknowledged before me on May 12th, 2022, by Ryan Button, as Manager of **OLYMPIA RANCH, LLC**, a Utah limited liability company

[Signature]
Notary Public

My Commission Expires:
10-12-2024



STATE OF Utah)
COUNTY OF Utah) ss.

The foregoing instrument was acknowledged before me on May 10, 2022, by Scott Turner the EVPO, of **RICHMOND AMERICAN HOMES OF UTAH, INC.**, a Colorado corporation, on behalf of said company.

Delisa Solari
Notary Public

My Commission Expires:
June 17, 2025

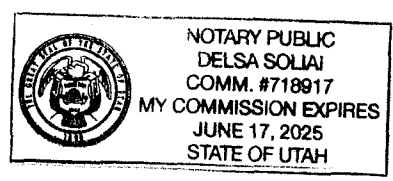


EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT PROPERTY

A parcel of land situate in the Southeast Quarter of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

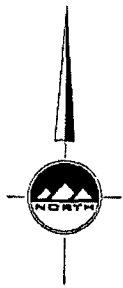
Beginning at a point being North 89°59'00" West 977.60 feet along the section line and South 3,913.38 feet from the North Quarter Corner of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°08'37" West 15.00 feet;
thence North 89°04'55" West 10.66 feet;
thence North 00°55'05" East 15.00 feet;
thence South 89°04'55" East 10.46 feet to the point of beginning.

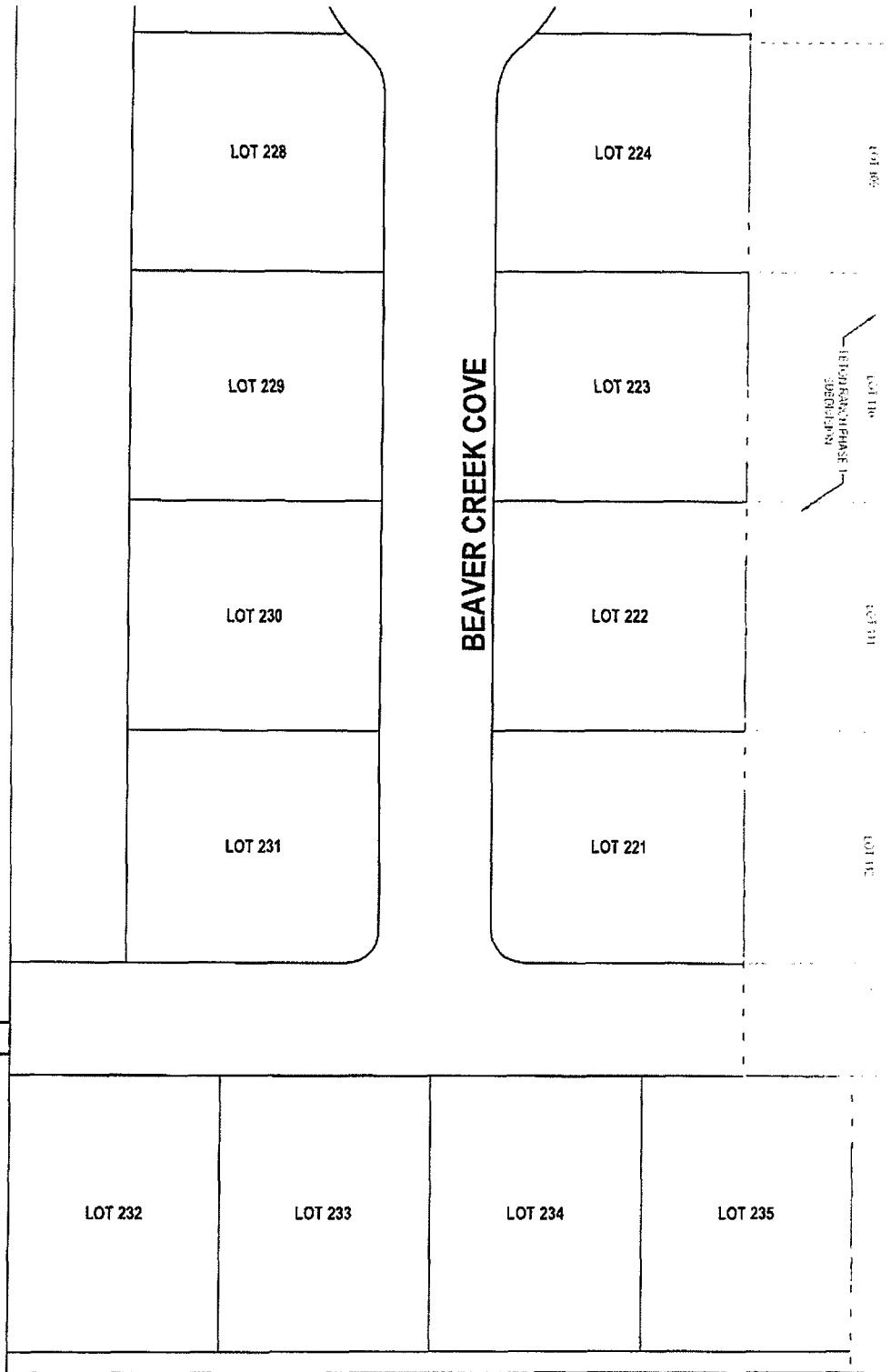
Contains 158 Square Feet

EXHIBIT "B"

APPROXIMATE LOCATION OF STORM DRAIN IMPROVEMENTS



HERIMAN CANAL EASEMENT
20-20-22-1001



STORM DRAINAGE
EASEMENT

HERIMAN CANAL EASEMENT
20-20-22-1001

PROJECT # 405611 DATE 4/18/22
1 OF 1
 FILE: SDPTREASEMENTS62

**TETON RANCH
 PHASE 2**
 6200 WEST 12300 SOUTH
 HERIMAN, UTAH
STORM DRAINAGE EASEMENT EXHIBIT

FOR
 ANTHEM UTAH, LLC
 6150 S. REDWOOD ROAD, STE 150
 TAYLORSVILLE, UTAH 84123
 PHONE: 801-205-5500

45 W. 10000 S. Ste 500
 Sandy, UT 84070
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