

When recorded, return to:

Kenneth S. Olson, Trustee  
16299 S. Springcreek Lane  
South Jordan UT 84095

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

1. **Grant of Easement.** FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is acknowledged, and subject to the terms and conditions of this Temporary Construction Easement Agreement (this "Agreement"), Woodside Homes of Utah, LLC, a Utah limited liability company ("Grantor"), hereby grants and conveys to Kenneth S. Olsen, Trustee of The KSO Revocable Trust dated May 16, 1994; Connie Strang, Trustee of the Connie Strang Trust dated the 8<sup>th</sup> day of February, 2013; T Squared Development, LLC, a Utah limited liability company; and Oquirrh Real Estate Investment, LLC, a Utah limited liability company, their agents and employees, and their contractors and suppliers (collectively, "Grantee"), a non-exclusive 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 Area"), for the purposes set forth in Section 2 of this Agreement.
2. **Scope.** Grantee may take all actions reasonably necessary to access and develop that certain real property legally described on Exhibit B-1 and generally depicted on Exhibit B-2, each attached hereto and incorporated herein by this reference (the "Grantee Property"), provided such actions do not unreasonably interfere with Grantor's use of its property as determined in Grantor's sole but reasonable discretion.
3. **Access.** Grantee shall have the right to enter upon the Easement Area solely for the purposes permitted by this Agreement. To the extent feasible, Grantee shall enter upon the Easement Area from existing roads.
4. **Condition of the Easement Area.** Grantee accepts the Easement Area and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS" including, but not limited to, both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the Easement Area. Grantee hereby waives all warranties, express, or implied, regarding the title, condition, and use of the Easement Area including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, Grantee's use of the Easement Area is subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Area might show; (b) all zoning regulations, restrictions, rules and ordinances, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, encumbrances, and all other matters of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber, or encroach upon any other easements or rights of others related to its use of the Easement Area.

5. **Indemnification by Grantee.** Grantee hereby agrees to indemnify, protect, defend (with counsel reasonably acceptable to Grantor) and hold harmless Grantor, and any entity controlling, controlled by, or under common control with Grantor, and its and their affiliates' officers, directors, employees, managers, members, agents, and servants (collectively, "Affiliates") from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage that may be incurred by Grantor or its Affiliates as a result of any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or arising out of, either directly or indirectly, (i) the use of the Easement Area by Grantee and its invitees; (ii) any entry onto the Easement Area and/or the Grantor's property by Grantee and its invitees; and (iii) any work performed on the Easement Area by Grantee and its invitees, except to the extent caused directly as a result of the gross negligence or willful misconduct of Grantor and/or its Affiliates. Grantee agrees to keep the Easement Area clean and free from all refuse resulting from the activities of Grantee and its invitees.

6. **Binding Effect.** Except as expressly stated herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

7. **Partial Invalidity.** If any term, covenant, or condition of this Agreement, or the application of it, to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

8. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

9. **Termination.** This Agreement shall expire upon the completion of the construction of a roadway on the Easement Area and dedication of said roadway to the City of West Jordan. Notwithstanding anything to the contrary contained herein, this Agreement shall expire automatically without the necessity of recording any document or instrument, if not previously terminated, on the date that is five (5) years after the recording of this Agreement.

DATED: October 16, \_\_\_\_\_, 2023.

[signatures appear on following page]

GRANTOR: WOODSIDE HOMES OF UTAH, LLC, a Utah limited liability company

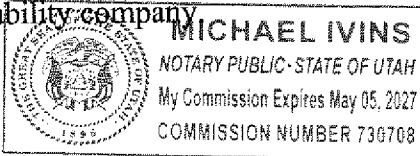
By:

Its:

[Signature]  
Burke Staker VP

STATE OF UTAH )  
 ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 16 day of Oct, 2023, by Burke Staker, the authorized signer of Woodside Homes of Utah, LLC, a Utah limited liability company, on behalf of said limited liability company



[Signature]  
Notary Public

My Commission Expires: 5-5-2027

GRANTEE:

KENNETH S. OLSEN, TRUSTEE OF THE KSO REVOCABLE TRUST DATED MAY 16, 1994

By:

Its:

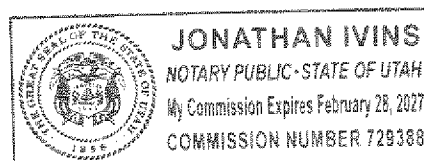
[Signature]  
trustee

STATE OF UTAH )  
 ) ss.  
County of SALT LAKE )

The foregoing instrument was acknowledged before me this 12 day of October, 2023, by Kenneth S. Olsen, Trustee of The KSO Revocable Trust Dated May 16, 1994, on behalf of said trust.

[Signature]  
Notary Public

My Commission Expires: 2/28/27



CONNIE STRANG, TRUSTEE OF THE CONNIE STRANG TRUST DATED THE 8<sup>TH</sup> DAY OF FEBRUARY, 2013

By:

Connie Strang

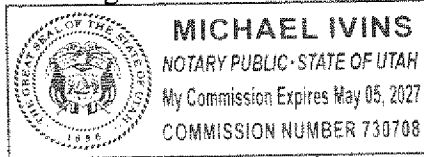
Its:

Trustee

STATE OF UTAH )

) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 16 day of October, 2023, by Connie Strang, Trustee of The Connie Strang Trust Dated The 8<sup>th</sup> Day of February, 2013, on behalf of said trust.



My Commission Expires: 5-5-2027

[Signature]  
Notary Public

T SQUARED DEVELOPMENT LLC, a Utah limited liability company

By:

Trevor Hall

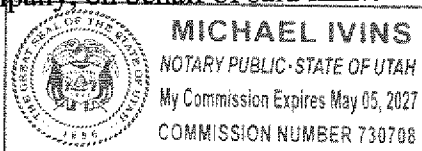
Its:

Managing Member

STATE OF UTAH )

) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 16 day of October, 2023, by Trevor Hall, the Managing Member of T Squared Development LLC, a Utah limited liability company, on behalf of said limited liability company.



My Commission Expires: 5-5-2027

[Signature]  
Notary Public

OQUIRRH REAL ESTATE INVESTMENT, LLC,  
a Utah limited liability company

By:

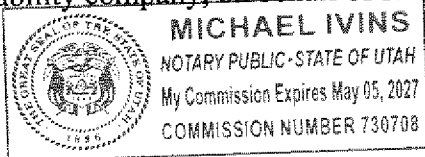
Its:

STATE OF UTAH )

) ss.

County of Salt Lake )

The foregoing instrument was acknowledged before me this 16 day of  
October, 2023, by Dennis E. Berrett, the  
Manager of Oquirrh Real Estate Investment, LLC, a Utah limited  
liability company, on behalf of said limited liability company.



My Commission Expires: 5-5-2027

  
Notary Public

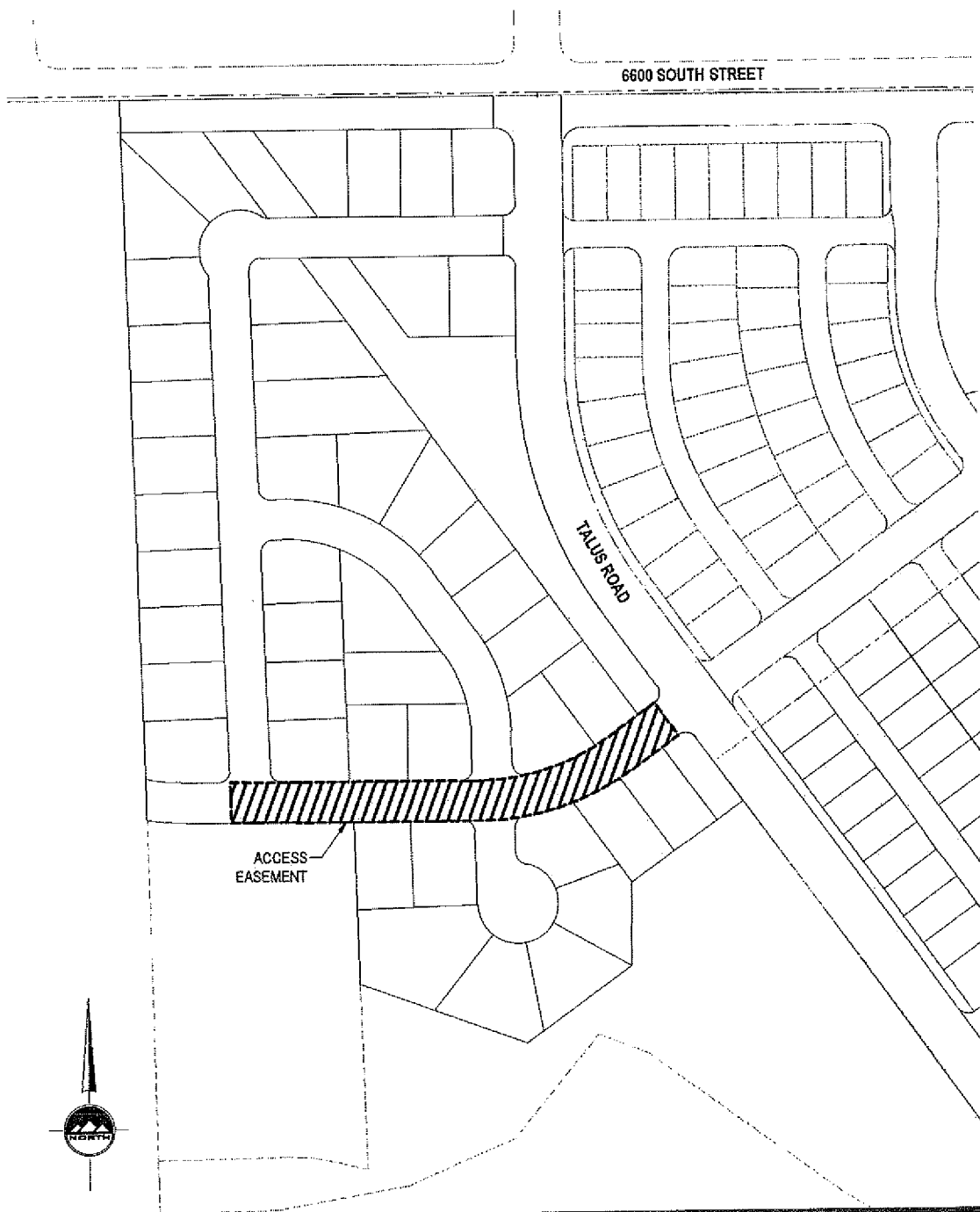
Exhibit A-1  
Legal Description of Easement Area

Beginning at a point being West 727.11 feet and North 1,884.22 feet from the South Quarter Corner of Section 22, Township 2 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 53°57'31" West 70.19 feet;  
thence Southwesterly 205.10 feet along the arc of a 325.00 foot radius curve to the right (center bears North 36°02'29" West and the chord bears South 72°02'16" West 201.72 feet with a central angle of 36°09'32");  
thence North 89°52'58" West 306.11 feet;  
thence North 01°44'43" West 50.03 feet;  
thence South 89°52'58" East 307.73 feet;  
thence Northeasterly 173.55 feet along the arc of a 275.00 foot radius curve to the left (center bears North 00°07'02" East and the chord bears North 72°02'16" East 170.68 feet with a central angle of 36°09'32");  
thence North 53°57'31" East 70.19 feet;  
thence South 36°02'29" East 50.00 feet to the point of beginning.

Contains 28,322 Square Feet or 0.650 Acres

Exhibit A-2  
Depiction of Easement Area




PROJECT # 106850	DATE 10/6/23	<b>SKY RANCH CASCADE</b>	FOR: WOODSIDE HOMES 460 WEST 60 NORTH, STE 300 SALT LAKE CITY, UTAH 84101 PHONE: 801.884.3597	46 W. 10000 S. Ste 600 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449 www.ensigneng.com	
<b>1 OF 1</b>					
FILE: SD\exam-access\casranch		6709 SOUTH U-111 HIGHWAY SALT LAKE CITY, UTAH <b>ACCESS EASEMENTS EXHIBIT</b>			



Exhibit B-1  
Legal Description of Grantee Property

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

Beginning at a point being North 1,350.70 feet and West 1,118.41 feet from the South Quarter Corner of Section 22, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running;

thence North 76°54'37" West 47.43 feet;  
thence Northwesterly 54.39 feet along the arc of a 225.00 foot radius curve to the left (center bears South 13°05'23" West and the long chord bears North 83°49'59" West 54.24 feet with a central angle of 13°50'44");  
thence South 89°14'39" West 156.65 feet;  
thence North 1°29'11" West 416.49 feet;  
thence South 89°52'58" East 254.35 feet;  
thence South 1°45'35" East 430.53 to the point of beginning.

Contains 106,481 square feet. 2.444 acres

Exhibit B-2  
Depiction of Grantee Property

