

UPON RECORDING RETURN TO:

Lennar Homes of Utah, LLC
111 E Seego Lily Dr #150
Sandy, UT 84070
Attention: William Ryan

STORM DRAIN EASEMENT AGREEMENT

This Storm Drain Easement Agreement (this "**Agreement**") is entered into to be effective as of January 19th, 2024 (the "**Effective Date**"), between CW COPPER RIM 1, LLC, a Utah limited liability company ("**Grantor**") and the LENNAR HOMES OF UTAH, LLC, a Delaware limited liability company (the "**Grantee**").

Recitals

- A. Grantor owns the real property located in the City of West Jordan, Salt Lake County, Utah, more particularly described on **Exhibit A** attached hereto (the "**Property**").
- B. Grantee owns the real property located in the City of West Jordan, Salt Lake County, Utah, more particularly described on **Exhibit B** (the "**Benefited Property**").
- C. Grantor now desires to grant Grantee an easement for a storm drain and related improvements over those portions of the Property depicted and described on **Exhibit C** attached hereto, subject to the terms and conditions set forth herein (the "**Easement Area**").

Agreement

The parties agree as follows:

1. **Grant of Easement.** Subject to the terms and conditions of this Agreement, Grantor hereby grants to Grantee, its successors and assigns (and for the benefit of the Benefited Property), over and across the Easement Area owned by Grantor a permanent, nonexclusive easement (the "**Easement**") to construct, use, maintain, repair, replace and remove, a subsurface storm drainage system and related appurtenances thereto, including without limitation, improvements related to the "LID" system, (collectively, the "**Improvements**") as generally shown on the plans included on **Exhibit D** attached hereto; together with vehicular and pedestrian ingress and egress over the Easement Area specifically for the foregoing purposes only. In connection with the exercise of its rights pursuant to the Easement, Grantee may permit its contractors, subcontractors, employees and agents to enter upon the Easement Area solely for the purposes set forth above, subject to their compliance with the terms and conditions of this Agreement.

2. **Temporary Construction Easement.** Subject to the terms and conditions of this Agreement, Grantor hereby grants to Grantee, its successors and assigns (and for the benefit of the Benefited Property), a temporary, nonexclusive construction easement over and across only those

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. First American Title Insurance Agency hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

portions of the Property that are necessary, those portions being depicted and described in Exhibit C, to facilitate Grantee's construction and installation of the Improvements, at Grantee's sole cost and expense, together with vehicular and pedestrian ingress and egress over said portions of the Property solely for the foregoing purposes (the "Temporary Easement"). The term of the Temporary Easement shall commence on the Effective Date and shall terminate upon the earlier of Grantee's full completion of the Improvements or eighteen (18) months after the date on which Grantee first mobilizes within the Temporary Easement, as such term may be extended due to force majeure, such being an inability to perform or a delay caused by reason of events such as a strike, lockout, civil commotion, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, acts of God or other cause beyond the control of Grantee.

3. Construction Standards of Improvements. In consultation with Grantor and its professional consultants and engineers, Grantee shall ensure that all construction and installation of the Improvements comport with the highest industry standards and are properly designed, specified, and constructed to accommodate and structurally support any and all of Grantor's future uses and improvements within and over the Easement Area, including, but not limited to, surface parking lots, access drives, pedestrian sidewalks, outdoor plaza amenities, splash pads, landscaping, and utilities. At a minimum, Grantee shall ensure fully-compacted soil is provided over all of Grantee's Improvements to an adequate depth necessary to enable Grantor to install any and all future surface parking, roadway improvements, outdoor plaza amenities, splash pads, landscaping, and utilities, and Grantee shall provide Grantor with compaction testing results of all areas of the storm drain Improvements and the Easement Area, acceptable as reasonably determined by Grantor and its professional advisors. Upon completion of any and all construction and installation of the Improvements, Grantee shall refurbish and repair the Easement Area to the state it was in prior to the commencement of Grantee's construction and installation of the Improvements and shall return the same to Grantor upon completion.

4. Maintenance and Repair; Ownership; Association. Grantee shall, at its sole cost and expense, keep the Improvements in good working order and repair for so long as this Agreement remains in effect and the Easement exists. Except when an emergency requires immediate maintenance of the Improvements, as reasonably determined by the Grantee, Grantee shall deliver written notice to Grantor at least 60 days prior to any excavation of the Improvements or other maintenance that could affect any improvements located within, on or above the Easement Area, which notice shall describe Grantee's intended activities with respect thereto, such intended activities being subject to Grantor's reasonable judgment and approval, such not being unreasonably withheld by Grantor. In cases of emergency requiring immediate maintenance of the Improvements, Grantee shall notify Grantor as soon as possible in respect thereof. In all circumstances, Grantee shall (i) cooperate with Grantor to minimize damage to and interference with the use and operation of any improvements that are not subject to this Agreement that are located within, on or above the Easement Area; (ii) not utilize, damage or interfere with the use and operation of any improvements on or within the Property outside of the Easement Area; and (iii) complete its installation, construction, maintenance, alteration, repair, operation and removal of the Improvements as quickly as reasonably practicable. Grantee shall, at its sole cost and expense, repair any damage to the surface of the Easement Area (or to any other portion of the Property where damage occurs, if at all) or any improvements located thereon caused by its use or work within the Easement Area or the Improvements therein. Upon completion of any and all maintenance and repair of the Improvements, Grantee shall refurbish and repair the Easement Area to the substantially the same state it was in prior

to the commencement of said maintenance and repair of the Improvements and shall return the same to Grantor upon completion; provided that any revegetation required for any native grasses shall be limited to one application of seed. The parties hereto acknowledge that in no event, under any circumstances whatsoever, shall Grantee's rights, obligations, title, and ownership related to the Improvements hereunder and the operation, maintenance, repair and replacement thereof be assigned to, and ultimately assumed by, Grantor or the Copper Rim Master Association, Inc., whether during construction or upon completion of the Improvements. Grantee acknowledges that its rights, obligations, title, and ownership related to the Improvements hereunder and the operation, maintenance, repair and replacement thereof shall remain with Grantee or, as applicable and upon any transfer, the Sienna Hills II Homeowners Association, Inc., through the duration of this Agreement and the existence of the Easement.

5. Grantor Rights. Grantor's rights with respect to the Easement Area, to use the Easement Area and to grant third party easements, and to perform any activities within the Easement Area remain in full force and effect, provided that such rights shall not materially infringe on or interfere with Grantee's beneficial use and enjoyment of the Easement in accordance with the intended purposes of the Easement described herein.

6. Release and Indemnification. To the fullest extent permitted by law, Grantee hereby releases Grantor, and all of its respective directors, officers, employees and agents (collectively with Grantor, "**Grantor Related Party**") of any and all damages or liabilities, and neither Grantor nor any Grantor Related Party shall be liable in any manner to Grantee or any other person for any death, injury, loss, damage, cost or expense of any nature whatsoever ("**Claims**") arising out of or resulting from any act or omission occurring on or about the Easement Area and/or the Property relating to the use, operation or control of the Easement, except to the extent that the same results from the gross negligence or willful misconduct of the Grantor Related Party. Grantee shall indemnify, defend (with counsel acceptable to Grantor), and hold harmless Grantor from and against any and all Claims arising out of or resulting from any act or omission occurring on or about the Easement Area and/or the Property relating to the use, operation or control of the Easement, except to the extent that the same results from the gross negligence or willful misconduct of the Grantor Related Party.

7. Insurance Requirements. Grantee and/or its respective contractors, subcontractors, suppliers, vendors, and all other parties performing work and/or operating within or on the Easement Area, or on any of Grantor's Property that is adjacent or proximate to the Easement Area, on Grantee's behalf (collectively with Grantee, "**Grantee Related Parties**"), shall obtain and maintain, during and for the period of this Agreement if the Grantee Related Party is performing such work or operations, insurance coverage and policies at least in line with the following insurance coverages and requirements (each, a "**Policy**", and collectively, the "**Policies**"):

- a) Commercial General Liability Insurance – ISO Form CG 00 01(11/85) or equivalent occurrence policy with limits of two million dollars (\$2,000,000) general aggregate, two million dollars (\$2,000,000.00) products completed operations aggregate, one million dollars (\$1,000,000) per occurrence, and one million dollars (\$1,000,000) personal and advertising injury;
- b) Commercial General Liability shall include both ongoing and completed operations coverage, residential, and multi-family coverage;

- c) If any work performed related to the Improvements includes any earth movement activity such as excavation, backfill, grading, compacting, footing & foundation work, the Policy shall not include any limitation or exclusion for earth movement, settling, cracking, slipping, or underground collapse language;
- d) Workers' compensation insurance for all employees of the Grantee Related Parties who work at or visit the Property or any portion thereof, or the Easement Area, and Employers Liability Insurance with coverage and minimum limits of the greater of: (i) bodily injury by accident (\$1,000,000.00 each accident); (ii) bodily injury by disease (\$1,000,000.00 policy limit); and (iii) bodily injury by disease (\$1,000,000.00 each employee);
- e) Commercial automotive liability insurance providing coverage on an occurrence basis with One Million Dollars (\$1,000,000.00) combined single limit covering "Any Auto"; and
- f) The commercial general liability insurance Policy shall cover the Grantee Related Parties and its employees, agents, and subcontractors, and shall name Grantor as an additional insured in accordance with endorsement CG 20 10 (10/10) and CG 20 37 (10/01) or their equivalents. This additional insured must include both work in progress and completed work as well as a per project aggregate in accordance with endorsement CG 25 03. Grantee Related Parties shall provide Grantor with insurance certificates, which must provide for thirty (30) days written notice prior to cancellation or reduction of coverage under the applicable Policy. Grantee Related Parties shall obtain from each of its insurers a waiver of subrogation in favor of Grantor and any subsequent property owner(s), if applicable, with respect to losses arising out of or in connection with the Improvements work. Each Policy of insurance required under this Section 7 shall be issued by insurance companies that have rating classifications of "A" or better and financial size category ratings of "VIII" or better according to the latest edition of the A.M. Best Key Rating Guide. All insurance companies issuing such Policies shall be licensed to do business in the State of Utah. Each Policy shall be maintained at Grantee Related Parties' expense up and until the termination of this Agreement. Grantee Related Parties agree that in the event cancellation of any Policy is threatened for nonpayment of premium, Grantor may pay same for Grantee Related Parties and Grantee Related Parties shall promptly reimburse Grantor for such costs enforceable by any legal or equitable means available to Grantor.
- g) Primary and Noncontributory. Any Policy provided by Grantee Related Parties, in accordance with the Agreement, shall apply on a primary basis, and shall not require contribution from, any insurance maintained by Grantor. Any insurance or self-insurance maintained by Grantor and its members, officers, employees, or agents shall be in excess of, and shall not contribute with, the insurance provided by the Grantee Related Parties.

8. Dispute Resolution. For any disputes arising hereunder between the parties, and as a condition precedent to filing any action, claim, or complaint in any court of law, the parties agree to

participate in mediation in an effort to resolve the disputes or claims. The parties shall jointly appoint an acceptable mediator, with each party bearing its own legal costs for the mediation and sharing equally the costs of the appointed mediator and any office space or other costs incurred for the actual mediation proceedings. If the parties are unable to resolve the dispute/claim through mediation, then the complaining party may pursue its claims in a court of law, subject to the other provisions of this Agreement.

9. Mechanic's Liens. Grantee shall not permit any mechanic's or materialman's liens to be filed, attached or enforced against anything within, on or over the Easement Area or Grantor's Property in connection with any work performed over, under or across the Easement Area or Grantor's Property by or at the direction of Grantee or materials furnished in connection with such work. If such a lien is filed, Grantee shall cause the lien to be promptly removed.

10. Notices. All notices, consents, requests, reports, demands or other communications hereunder (collectively, "Notices") shall be in writing and may be given personally, by registered or certified mail, by facsimile transmission, by electronic mail, by courier, or by Federal Express (or other reputable overnight delivery service) for overnight delivery, as follows:

To Grantor: CW Copper Rim 1, LLC
Attn: Colin H. Wright and Matt Dean
610 North 800 West
Centerville, UT 84014
Email: colin@cw.land; matt@cw.land

With a copy to: CW Development Group, LLC

Attn: Quin Stephens
610 North 800 West
Centerville, Utah 84014
Email: quin@cw.land

To Grantee: Lennar Homes of Utah, LLC
111 E Seego Lily Dr #150
Sandy, UT 84070
Attention: William Ryan

or to such other address or such other person as the addressee party shall have last designated by Notice to the other party and Escrow Agent. All Notices shall be deemed to have been given three (3) days following deposit in the United States Postal Service (postage prepaid) or, upon receipt, if sent by overnight delivery service, courier, (so long as confirmed by the appropriate automatic confirmation page), electronic mail (so long as delivery or receipt is acknowledged or otherwise confirmed), or personally delivered. Notice to a party shall not be effective unless and until each required copy of such Notice is given. The inability to deliver a Notice because of a changed address of which no Notice was given, or any rejection or other refusal to accept any Notice, shall be deemed to be the receipt of the Notice as of the date of such inability to deliver or rejection or refusal to accept. Any Notice to be given by any party hereto may, in addition to any other authorized representatives,

be given by legal counsel for such party. Telephone numbers are provided herein for convenience only and shall not alter the manner of giving Notice set forth in this Section.

11. Amendment. This Agreement may be amended only by a written instrument duly executed, delivered by Grantor and Grantee and recorded in the records of Salt Lake County, Utah.

12. Duty to Negotiate Modification. In the event that circumstances arise that, in Grantor's reasonable business judgment, require an adjustment or modification to the Easement under this Agreement, including modification of the location of the Improvements and/or the Easement, Grantor and Grantee shall both engage in good faith negotiations in an effort to agree to terms acceptable to both parties to amend this Agreement and the Easement pursuant to Section 11 and in accordance with the circumstances at the time.

13. Easements Appurtenant. The benefits and burdens of the Easement and covenants herein shall run with and be appurtenant to the Benefited Property and Easement Area, such that a transfer of legal title to all or a portion of the Benefited Property or Easement Area shall automatically transfer an interest in such benefits and burdens.

14. Compliance with Law. Grantee shall, at its sole cost and expense, comply with all applicable codes, laws, ordinances, orders, rules, regulations, statutes and other governmental requirements regarding the use and operation of the Easement Area.

15. Costs of Legal Proceedings. If either party institutes legal proceedings with respect to this Agreement against the other party, the prevailing party shall be entitled to court costs and reasonable attorneys' fees incurred by such party or parties in connection with such legal proceedings.

16. Governing Law; Venue. In conjunction with Section 8 above, this Agreement shall be construed in accordance with and governed by the laws of the State of Utah and any legal action concerning the provisions hereof shall be brought in Sale Lake County, Utah.

17. Entire Agreement. This Agreement constitutes the entire agreement between Grantee and Grantor concerning the subject matter hereof and supersedes any prior or contemporaneous agreements between Grantee and Grantor concerning the subject matter hereof.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument, and either of the parties hereto may execute this Agreement by signing any such counterpart.

19. Waiver. Any waiver by Grantor of any provision or obligation provided in this Agreement shall not be construed to mean such waiver is intended to be a perpetual and ongoing waiver of any of the provisions or obligations provided herein.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

GRANTOR:

CW COPPER RIM 1, LLC,
a Utah limited liability company

By: _____
Name: _____
Its: _____

STATE OF UTAH)
) ss.
COUNTY OF Davis)

The foregoing was acknowledged before me this 17 of January, ~~2023~~²⁰²⁴, by Colin H. Wright, as manager of CW Copper Rim 1, LLC, a Utah limited liability company.

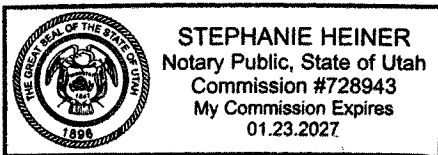
WITNESS my hand and official seal

Notary Republic

My Commission Expires: 01-23-2027

[SEAL]

[Grantee's signatures on following page]



GRANTEE:

LENNAR HOMES OF UTAH, LLC, a Delaware limited liability company

By: [Signature]
Name: Bryson Fish
Title: Vice President

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

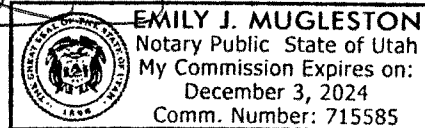
The foregoing was acknowledged before me this 10th of January, 2024, by Bryson Fish as Vice President of Lennar Homes of Utah, LLC, a Delaware limited liability company.

WITNESS my hand and official seal

[Signature]
Notary Republic

My Commission Expires: 2/3/2024

[SEAL]



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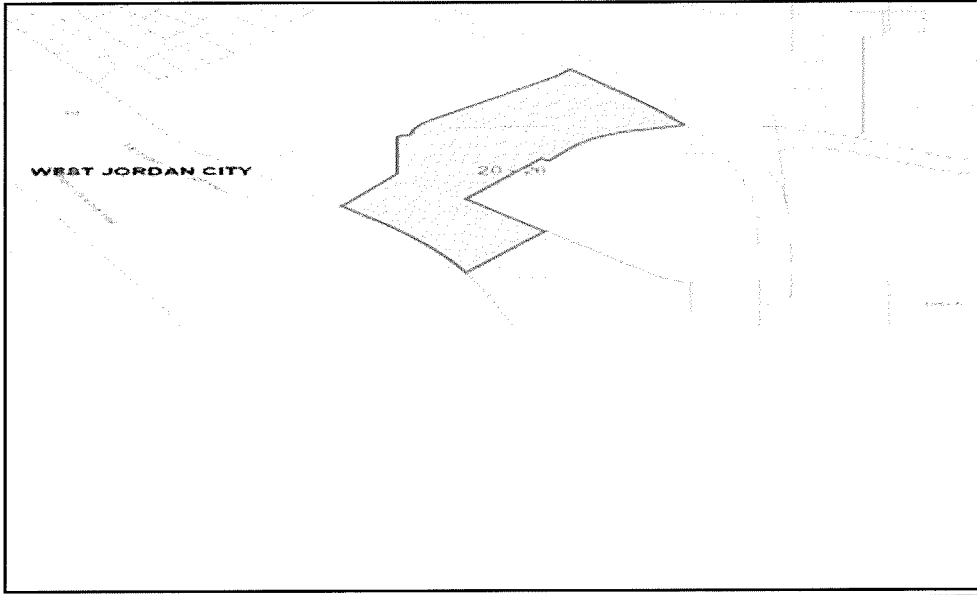
This document is being recorded solely as a courtesy and an accommodation to the parties named herein. First American Title Insurance Agency hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

EXHIBIT A

Depiction and Description of Property

(attached hereto)

Depiction of the Property:



Legal Description of the Property:

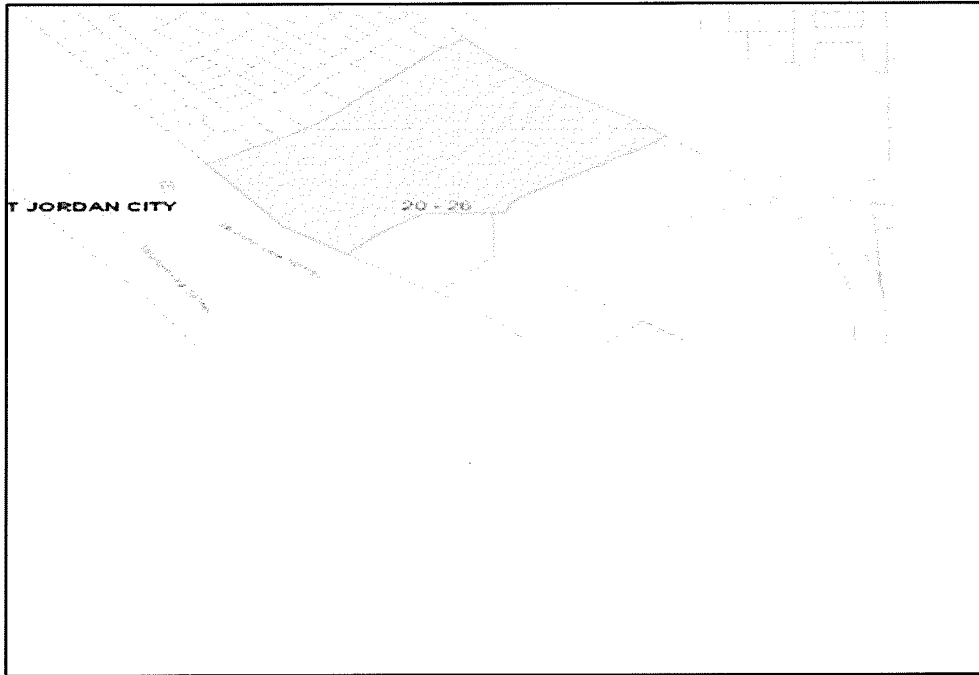
BEG N 89°58'34" E 216.99 FT & N 0°01'26" W 84.36 FT FR S 1/4COR SEC 26, T2S, R2W, SLM; N 20°15'47" W 224.33 FT; NW'LY ALG 1108 FT RADIUS CURVE TO L, 561.19 FT (CHD N 34°46'20" W); N 49°17'49" W 75.46 FT; N 39°17'14" E 218.39 FT; N 0°00'03" E 196.33 FT; N 39°25'08" E 13.05 FT M OR L; E 25.01 FT M OR L; NE'LY ALG 114.32 FT RADIUS CURVE TO R, 94.45 FT (CHD N 30°03'26" E); N 53°39'17" E 366.39 FT; NE'LY ALG 200 FT RADIUS CURVE TO L, 30.59 FT (CHD N 49°16'24" E); N 44°53'30" E 53.01 FT; S 45°06'31" E 175.87 FT; SE'LY ALG 1908.69 FT RADIUS CURVE TO R, 240.71 FT (CHD S 41°52'27" E); S 77°31'49" W 132.96 FT; SW'LY ALG 284 FT RADIUS CURVE TO L, 189.30 FT (CHD S 58°26'05" W); S 39°20'22" W 83.55 FT; N 50°39'38" W 20.52 FT; S 41°42'34" W 283.49 FT; S 48°17'26" E 631.98 FT; SE'LY ALG 150 FT RADIUS CURVE TO L, 97.40 FT (CHDS 66°53'37" E); S 0°02'45" E 300.65 FT; S 89°59'10" W 31.81 FT; N 88°21'05" W 231.29 FT; S 89°44'01" W 154.96 FT TO BEG.LESS BEG N 89°58'35" E 217.02 FT & N 0°01'25" W 84.35 FT & N 20°15'47" W 16.12 FT M OR L FR S 1/4 COR, SEC 26, T2S, R2W, SLM; N 20°15'47" W 208.21 FT; NW'LY ALG 1108 FT RADIUS CURVETO L, 155.45 FT (CHD N 24°17'06" W); N 41°22'36" E 298.05 FT; S 48°17'26" E 368.29 FT; SE'LY ALG 150 FT RADIUS CURVE TO L, 97.40 FT (CHD S 66°53'37" E); S 0°02'45" E 278.03 FT; S 89°58'48" W 423.52 FT M OR L TO BEG. ALSO LESS BEG N 89°58'34" E 216.99 FT & N 0°01'26" W 84.36 FT M OR L FR S 1/4 COR SEC 26, T2S, R1W, SLM; N 20°15'47" W 16.12 FT; N 89°58'48" E 423.52 FT; S 0°02'45" E 22.62 FT; S 89°59'10" W 31.81 FT; N 88°21'05" W 231.29 FT; S 89°44'01" W 154.96 FT MOR L TO BEG.

EXHIBIT B

Depiction and Description of Benefited Property

(attached hereto)

Depiction of the Benefited Property:



Legal Description of the Benefited Property:

BEG SE COR LOT 201, COPPER RIM PHASE 2; S 35[^]17'56" E 35.50 FT; SE'LY ALG 1025.58 FT RADIUS CURVE TO L, 38.28 FT (CHD S 36[^]22'44" E); SE'LY ALG 1035 FT RADIUS CURVE TO L, 300.83 FT(CHD S 45[^]44'42" E); S 54[^]04'17" E 97.92 FT; SE'LY ALG 965 FT RADIUS CURVE TO R, 151.01 FT (CHD S 49[^]35'19" E); S 45[^]06'20" E 64.87 FT; S 44[^]53'30" W 52.99 FT; SW'LY ALG 200 FT RADIUS CURVE TO R, 30.59 FT (CHD S 49[^]16'24" W); S 53[^]39'17" W 366.39 FT; S 30[^]03'26" W 91.79 FT; W 29.27 FT; S89[^]59'04" W 174.14 FT; S 49[^]32'10" W 149.97 FT; S 39[^]17'13" W 120 FT; N 50[^]42'49" W 204.79 FT; N 32[^]46'47" W 349.35 FT; N 57[^]13'13" E 218.98 FT; NE'LY ALG 648.75 FT RADIUS CURVE TO L, 194.72 FT (CHD N 48[^]37'18" E); N 40[^]01'22" E 344.74 FT; NE'LY ALG 351.25 FT RADIUS CURVE TO R, 89.99 FT (CHD N 47[^]21'43" E); N 54[^]42'04" E 33.52 FT TO BEG.

EXHIBIT C

Depiction and Description of Easement Area

(attached hereto)

Legal Description of the Easement Area:

**LEGAL DESCRIPTION
PREPARED FOR CW COPPER RIM 1, LLC
SIENNA HILLS II PHASE 1
WEST JORDAN CITY, UTAH
JUNE 30, 2023
22-0433
(JPW/RM)**

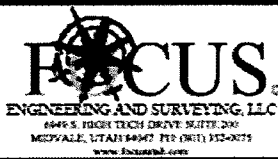
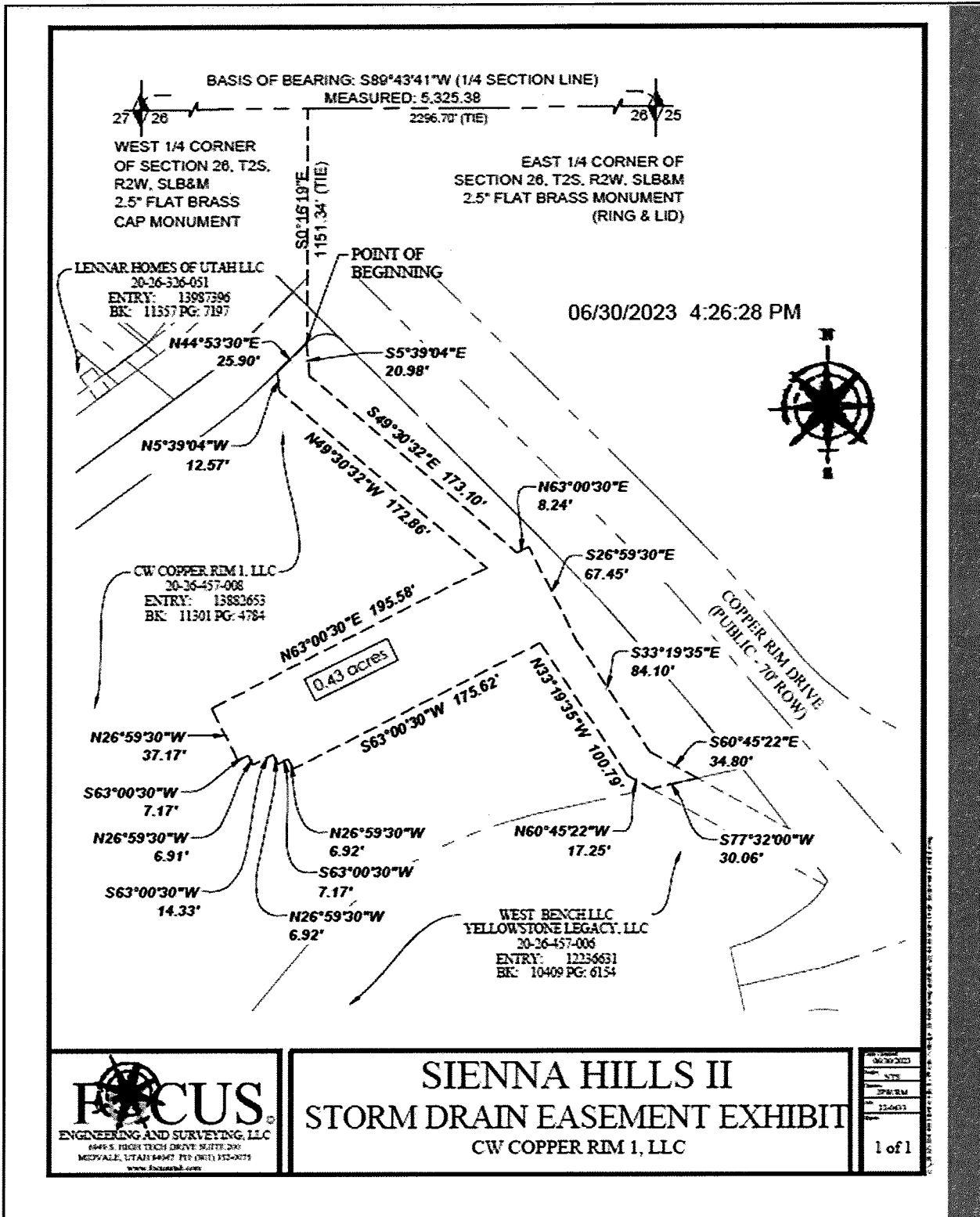
STORM DRAIN EASEMENT LEGAL DESCRIPTION

Located within a parcel identified by the Salt Lake County Recorder's office as 20-26-457-008, being located in the Southeast Quarter of Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian, located in the City of West Jordan, Salt Lake County, State of Utah, being more particularly described as follows:

Beginning at a point S89°43'41"W 2296.70 feet along the Quarter Section line and S00°16'19"E 1151.34 feet from the East Quarter Corner of Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence S05°39'04"E 20.98 feet; thence S49°30'32"E 173.10 feet; thence N63°00'30"E 8.24 feet; thence S26°59'30"E 67.45 feet; thence S33°19'35"E 84.10 feet; thence S60°45'22"E 34.80 feet to a southeasterly Deed line of that Special Warranty Deed thereof recorded February 1, 2022 as Entry No. 13882653 in Book 11301, at Page 4784 in the Salt Lake County Recorder's Office; thence along said Deed line S77°32'00"W 30.06 feet; thence N60°45'22"W 17.25 feet; thence N33°19'35"W 100.79 feet; thence S63°00'30"W 175.62 feet; thence N26°59'30"W 6.92 feet; thence S63°00'30"W 7.17 feet; thence N26°59'30"W 6.92 feet; thence S63°00'30"W 14.33 feet; thence N26°59'30"W 6.91 feet; thence S63°00'30"W 7.17 feet; thence N26°59'30"W 37.17 feet; thence N63°00'30"E 195.58 feet; thence N49°30'32"W 172.86 feet; thence N05°39'04"W 12.57 feet; thence N44°53'30"E 25.90 feet to the point of beginning.

Containing 0.43 acres +/-

Depiction of the Easement Area:



**SIENNA HILLS II
STORM DRAIN EASEMENT EXHIBIT
CW COPPER RIM 1, LLC**

DATE	06/30/2023
BY	NTS
FOR	SPW/ERM
NO.	22-0433
1 of 1	

EXHIBIT D

Summary of Plans for Improvements

(attached hereto)

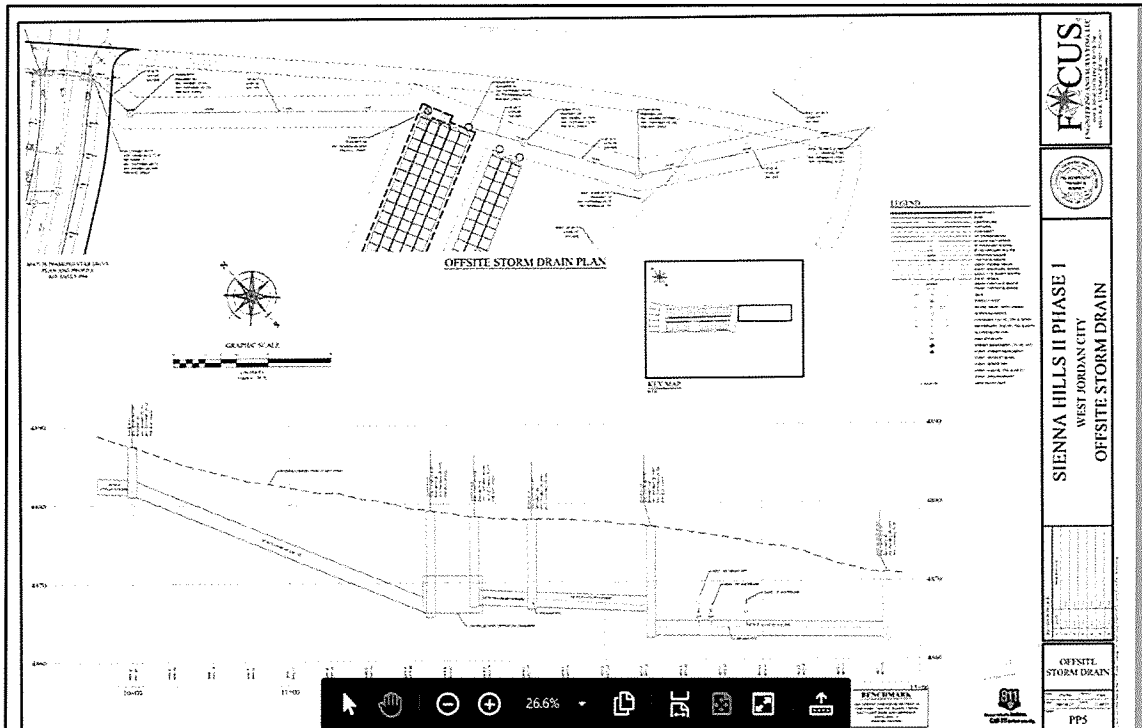
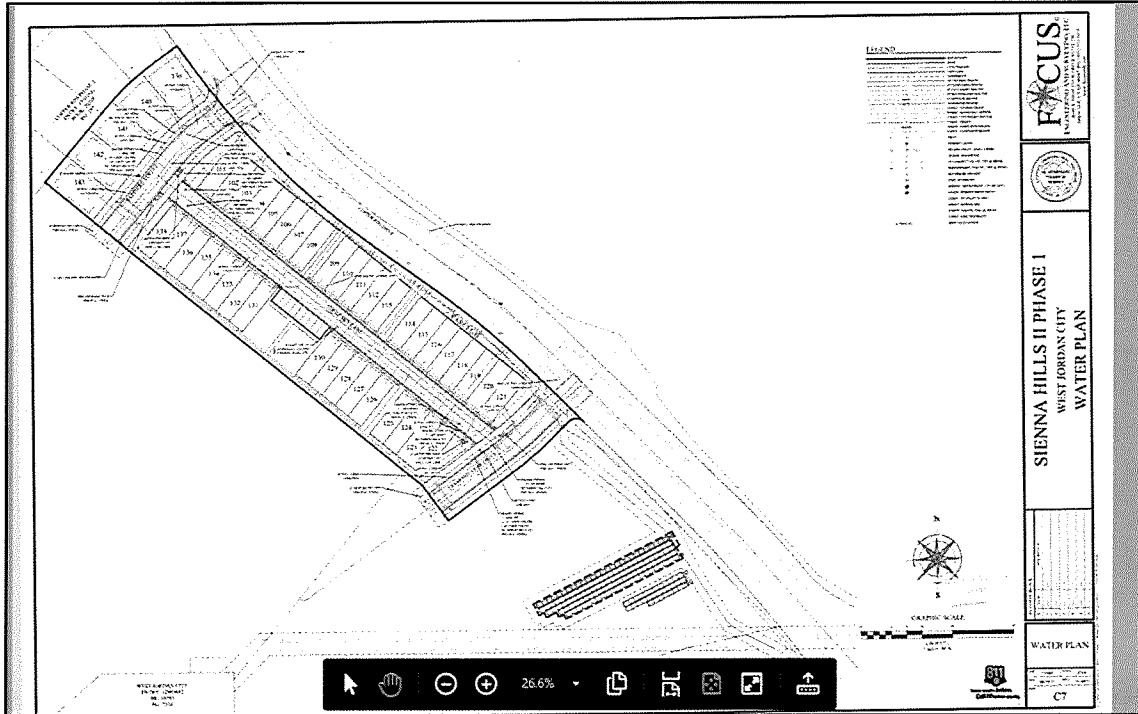


Exhibit D-1