

When Recorded, Return To:  
Olympia Ranch 2, LLC  
527 E. Pioneer Road, Suite 200  
Draper, Utah 84020

Parcel No. 26-34-226-005

173293-CP1

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## TEMPORARY ACCESS, UTILITY, AND CONSTRUCTION EASEMENT AGREEMENT

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This *Temporary Access, Utility, and Construction Easement Agreement* (“**Agreement**”) is entered into this 30 day of January, 2024, by and between **OLYMPIA RANCH 2, LLC**, a Utah limited liability company (“**Grantor**”), and **OLYMPIA RANCH, LLC**, a Utah limited liability company (“**Grantee**”).

### RECITALS

A. Grantor is the owner of certain real property located in the City of Herriman (“**City**”), Salt Lake County, State of Utah, the legal description of which is set forth in **Exhibit A** attached hereto (“**Grantor’s Property**”).

B. Grantee is the owner of real property adjacent to, or nearby, Grantor’s Property which Grantee intends to develop, or which Grantee’s successors and assigns may develop, as residential or mixed-use subdivisions or other developments within the Olympia master planned community (such subdivisions or developments within Olympia, the “**Projects**”).

C. Grantee wishes to obtain, and Grantor is willing to grant, easements over a portion of the Grantor’s Property for purposes of access and construction of rights of way, utility lines, infrastructure, and improvements for the benefit of the Projects.

### TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms:

1. Establishment of Easements. Grantor hereby conveys and grants to Grantee, and Grantee’s licensees, invitees, employees, contractors, representatives, heirs, successors, and assigns, the following non-exclusive easements and rights of way (collectively, the “**Easements**”):

a. Easement For Access. Grantor grants a non-exclusive easement and right of way over and across the portions of Grantor's Property described in **Exhibit B** attached hereto (collectively, such portions being "**Easement Area**"), for ingress and egress to and from other portions of the Project. A map depicting the location of the Easement Area is attached hereto as **Exhibit C**.

b. For Utilities. Grantor grants a non-exclusive easement for the construction, installation, maintenance, repair, and replacement of utilities and utility equipment or facilities (including, but not limited to, power lines, gas lines, water lines, sewer infrastructure, storm drain infrastructure, phone or internet lines, and other utility infrastructure necessary for, or useful to, the Projects), over, across, and under the Easement Area.

c. For Construction. Grantor grants non-exclusive easement over the Easement Area for the construction, installation, maintenance, repair, and replacement of any of the utilities or utility infrastructure described above, together with any right of way or street improvements or infrastructure necessary to provide access to the Projects.

2. Use of Easement Area. Use of the Easement area by Grantee or Grantee's licensees, invitees, employees, contractors, representatives, heirs, successors, and assigns will be subject to the following terms and conditions:

a. As-Is Condition. The Easements are granted without representation or warranty. Grantee accepts the Easements and the Easement Area in as-is and where-is condition.

b. Construction Approved by City. Prior to installing any utilities, right of way improvements, or other infrastructure on the Easement Area pursuant to the Easements, Grantee must have plans for the construction of the same approved by the City or other applicable authority, including non-municipal utility providers, and all construction must be pursuant to such approved plans.

c. Cost of Improvements. Any installation of utilities and associated work done pursuant to the Easements shall be done at the sole expense of Grantee.

d. Liens. Grantee shall keep Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on Grantor's Property and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's agents.

e. Remediation of Grantor's Property. Following the construction of any improvements pursuant to the Easements, Grantee shall promptly remediate and restore any damage to Grantor's Property at Grantee's sole expense; provided,

however, that the installation of any improvements which Grantee has the right to install pursuant to this Agreement shall not be considered damage.

3. Easements to Run with Land and be Binding on Successors. Unless and until terminated as provided herein, the Easements granted herein shall be perpetual and shall run with the land. The Easements will be binding on Grantor and Grantor's successors and assigns. The Easements shall be transferable to, and inure to the benefit of, Grantee's successors and assigns, including purchasers or successive owners of all or any portion of the Projects. Grantee may assign to one or more owners of parcels comprising the Projects the right to use or make use of the Easements for the purposes set forth herein.

4. Termination of Easements. The Easements provided for herein will terminate automatically, and be of no further force and effect, upon the recordation in the real property records of the Salt Lake County Recorder of final subdivision plats showing all portions of the Easement Area dedicated as either public rights of way or public utility easements.

5. Right to Connect. If either Grantor or Grantee construct utility lines, infrastructure, or improvements within the Easement Area, the other party shall have the right to connect to such lines, infrastructure, or improvements; provided, however, that the connecting party shall only connect to said utilities so long as such connections do not unreasonably impair the use or effectiveness of such lines, infrastructure, or improvements. Any such connections shall be made at the connector's expense and in accordance with all applicable laws, regulations, and codes.

6. Enforcement. This Agreement will be governed by the laws of the State of Utah. In the event of default hereunder, the defaulting party agrees to pay reasonable attorneys' fees incurred in connection with enforcing this Agreement or securing any remedy available hereunder, whether or not such legal action is commenced.

*[End of Agreement. Signature Page(s) Follow.]*

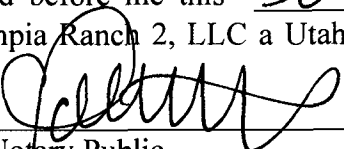
**GRANTOR**

OLYMPIA RANCH 2, LLC, a Utah limited liability company

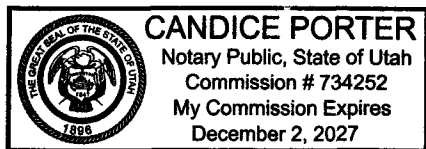
  
By: Ryan Button, Manager

STATE OF UTAH            )  
  :SS  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 30 day of January, 2024, by Ryan Button, the Manager of Olympia Ranch 2, LLC a Utah limited liability company.

  
Notary Public

SEAL:



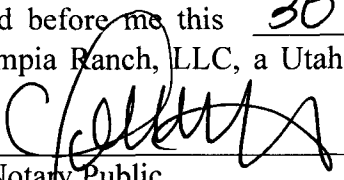
**GRANTEE**

OLYMPIA RANCH, LLC, a Utah limited liability company

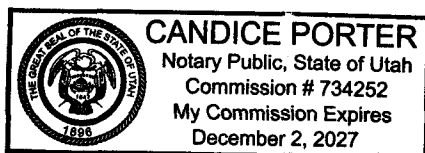
  
By: Ryan Button, Manager

STATE OF UTAH            )  
  :SS  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 30 day of January, 2024, by Ryan Button, the Manager of Olympia Ranch, LLC, a Utah limited liability company.

  
Notary Public

SEAL:



**EXHIBIT A**

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

**PARCEL 1:**

A parcel of land, situate in the Northeast Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at the Southeast corner of Lot 218 of Creek Ridge Estates Phase 2A, recorded May 18, 2018 in Book 2018P at Page 194 in the Office of the Salt Lake County Recorder, said point being North 89°30'06" West 155.05 feet along the section line from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 00°15'36" West 349.37 feet; thence South 05°43'01" West 55.05 feet; thence South 03°28'45" West 111.97 feet; thence Southwesterly 40.22 feet along the arc of a 650.00 foot radius curve to the right (center bears North 69°32'03" West and the chord bears South 22°14'18" West 40.21 feet with a central angle of 03°32'42"); thence North 66°38'41" West 94.05 feet; thence Southwesterly 23.59 feet along the arc of a 86.00 foot radius curve to the right (center bears North 72°00'05" West and the chord bears South 25°51'19" West 23.51 feet with a central angle of 15°42'48"); thence North 56°17'17" West 26.00 feet; thence North 87°51'37" West 89.67 feet; thence North 02°08'23" East 144.99 feet; thence North 18°47'26" East 57.01 feet; thence North 00°29'54" East 88.20 feet; thence North 89°30'06" West 449.53 feet; thence North 00°29'54" East 87.00 feet; thence North 89°30'06" West 150.40 feet; thence South 00°29'54" West 87.00 feet; thence North 89°30'06" West 558.43 feet; thence South 27°50'55" East 103.59 feet; thence Southeasterly 24.57 feet along the arc of a 17.00 foot radius curve to the left (center bears North 62°09'05" East and the chord bears South 69°14'55" East 22.48 feet with a central angle of 82°47'59"); thence Northeasterly 3.38 feet along the arc of a 177.50 foot radius curve to the right (center bears South 20°38'55" East and the chord bears North 69°53'51" East 3.38 feet with a central angle of 01°05'32"); thence South 19°33'23" East 55.00 feet; thence Southwesterly 25.26 feet along the arc of a 17.00 foot radius curve to the left (center bears South 19°33'23" East and the chord bears South 27°52'52" West 23.00 feet with a central angle of 85°07'30"); thence Southeasterly 84.50 feet along the arc of a 331.50 foot radius curve to the right (center bears South 75°19'07" West and the chord bears South 07°22'43" East 84.28 feet with a central angle of 14°36'20"); thence South 00°04'33" East 63.22 feet; thence Southeasterly 26.54 feet along the arc of a 17.00 foot radius curve to the left (center bears North 89°55'27" East and the chord bears South 44°48'22" East 23.93 feet with a central angle of 89°27'37"); thence North 89°32'10" West 97.00 feet; thence Northeasterly 26.86 feet along the arc of a 17.00 foot radius curve to the left (center bears North 00°27'50" East and the chord bears North 45°11'38" East 24.15 feet with a central angle of 90°32'23"); thence North 00°04'33" West 62.30 feet; thence Northwesterly 130.15 feet along the arc of a 268.50 foot radius curve to the left (center bears South 89°55'27" West and the chord bears North 13°57'44" West 128.88 feet with a central angle of 27°46'22"); thence North 27°50'55" West 205.91 feet; thence Northwesterly 160.46 feet along the arc

of a 331.50 foot radius curve to the right (center bears North 62°09'05" East and the chord bears North 13°58'54" West 158.90 feet with a central angle of 27°44'03"); thence North 00°06'53" West 28.10 feet to the section line, said point also being the southerly boundary line of Creek Ridge West Subdivision Phase 6, recorded December 21, 2018 in Book 2018P at Page 419 in the Office of the Salt Lake County Recorder; thence South 89°30'06" East 1,508.41 feet along the section line, and said southerly boundary line of said Creek Ridge West Subdivision Phase 6 and the southerly boundary line of Creek Ridge Estates Phase 4, recorded February 14, 2018 in Book 2018P at Page 113 in the Office of the Salt Lake County Recorder and the southerly boundary line of said Creek Ridge Estates Phase 2A to the point of beginning. (aka proposed Kings Canyon at Olympia Phase 1)

## **PARCEL 2:**

A parcel of land, situate in the Northeast Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point being North 89°30'06" West 184.14 feet along the section line and South 553.38 feet from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence Southwesterly 154.85 feet along the arc of a 650.00 foot radius curve to the right (center bears North 65°59'20" West and the chord bears South 30°50'10" West 154.49 feet with a central angle of 13°39'00"); thence Southwesterly 53.22 feet along the arc of a 70.81 foot radius curve to the right (center bears North 50°17'55" West and the chord bears South 61°13'54" West 51.97 feet with a central angle of 43°03'38"); thence Northwesterly 148.98 feet along the arc of a 378.50 foot radius curve to the right (center bears North 09°20'54" East and the chord bears North 69°22'33" West 148.02 feet with a central angle of 22°33'07"); thence Northwesterly 352.79 feet along the arc of a 643.00 foot radius curve to the left (center bears South 31°54'01" West and the chord bears North 73°49'04" West 348.39 feet with a central angle of 31°26'11"); thence North 89°32'10" West 635.75 feet; thence Northwesterly 26.54 feet along the arc of a 17.00 foot radius curve to the right (center bears North 00°27'50" East and the chord bears North 44°48'22" West 23.93 feet with a central angle of 89°27'37"); thence North 00°04'33" West 63.22 feet; thence Northwesterly 84.50 feet along the arc of a 331.50 foot radius curve to the left (center bears South 89°55'27" West and the chord bears North 07°22'43" West 84.28 feet with a central angle of 14°36'20"); thence Northeasterly 25.26 feet along the arc of a 17.00 foot radius curve to the right (center bears North 75°19'07" East and the chord bears North 27°52'52" East 23.00 feet with a central angle of 85°07'30"); thence North 19°33'23" West 55.00 feet; thence Southwesterly 3.38 feet along the arc of a 177.50 foot radius curve to the left (center bears South 19°33'23" East and the chord bears South 69°53'51" West 3.38 feet with a central angle of 01°05'32"); thence Northwesterly 24.57 feet along the arc of a 17.00 foot radius curve to the right (center bears North 20°38'55" West and the chord bears North 69°14'55" West 22.48 feet with a central angle of 82°47'59"); thence North 27°50'55" West 103.59 feet; thence South 89°30'06" East 558.43 feet; thence North

00°29'54" East 87.00 feet; thence South 89°30'06" East 150.40 feet; thence South 00°29'54" West 87.00 feet; thence South 89°30'06" East 449.53 feet; thence South 00°29'54" West 88.20 feet; thence South 18°47'26" West 57.01 feet; thence South 02°08'23" West 144.99 feet; thence South 87°51'37" East 89.67 feet; thence South 56°17'17" East 26.00 feet; thence Northeasterly 23.59 feet along the arc of a 86.00 foot radius curve to the left (center bears North 56°17'17" West and the chord bears North 25°51'19" East 23.51 feet with a central angle of 15°42'48"); thence South 66°38'41" East 94.05 feet to the point of beginning. (aka proposed Kings Canyon at Olympia Phase 2)

**EXHIBIT B**

LEGAL DESCRIPTION OF EASEMENT AREA

**Kings Canyon at Olympia**

**Access and Utility Easement (including PUES)**

A parcel of land, situate in the Northeast Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point being North 89°30'06" West 156.59 feet along the section line and South 339.29 feet from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 81°53'30" West 171.12 feet;  
thence Northwesterly 78.02 feet along the arc of a 557.95 foot radius curve to the left (center bears South 08°37'57" West and the chord bears North 85°22'24" West 77.96 feet with a central angle of 08°00'42");  
thence North 89°30'06" West 988.44 feet;  
thence Southwesterly 69.20 feet along the arc of a 187.50 foot radius curve to the left (center bears South 00°29'54" West and the chord bears South 79°55'29" West 68.81 feet with a central angle of 21°08'49");  
thence Northwesterly 10.12 feet along the arc of a 7.00 foot radius curve to the right (center bears North 20°38'55" West and the chord bears North 69°14'55" West 9.26 feet with a central angle of 82°47'59");  
thence North 27°50'55" West 162.35 feet;  
thence Northeasterly 12.47 feet along the arc of a 7.00 foot radius curve to the right (center bears North 62°09'05" East and the chord bears North 23°11'43" East 10.89 feet with a central angle of 102°05'17");  
thence Northeasterly 74.49 feet along the arc of a 262.50 foot radius curve to the right (center bears South 15°45'39" East and the chord bears North 82°22'07" East 74.24 feet with a central angle of 16°15'33");  
thence South 89°30'06" East 1,142.84 feet;  
thence Southeasterly 11.00 feet along the arc of a 7.00 foot radius curve to the right (center bears South 00°29'54" West and the chord bears South 44°30'06" East 9.90 feet with a central angle of 90°00'00");  
thence South 00°29'54" West 145.67 feet;  
thence Southwesterly 11.93 feet along the arc of a 7.00 foot radius curve to the right (center bears North 89°30'06" West and the chord bears South 49°18'12" West 10.53 feet with a central angle of 97°36'36");  
thence South 81°53'30" East 89.79 feet;  
thence Northwesterly 10.07 feet along the arc of a 7.00 foot radius curve to the right (center bears North 08°06'30" East and the chord bears North 40°41'48" West 9.22 feet with a central angle of 82°23'24");  
thence North 00°29'54" East 157.56 feet;



thence Northwesterly 128.81 feet along the arc of a 82.00 foot radius curve to the left (center bears North 89°30'06" West and the chord bears North 44°30'06" West 115.97 feet with a central angle of 90°00'00");

thence North 89°30'06" West 1,142.84 feet;

thence Southwesterly 108.28 feet along the arc of a 337.50 foot radius curve to the left (center bears South 00°29'54" West and the chord bears South 81°18'26" West 107.82 feet with a central angle of 18°22'56");

thence Northwesterly 11.32 feet along the arc of a 7.00 foot radius curve to the right (center bears North 17°53'03" West and the chord bears North 61°32'24" West 10.13 feet with a central angle of 92°41'18");

thence Northwesterly 68.04 feet along the arc of a 258.50 foot radius curve to the right (center bears North 74°48'15" East and the chord bears North 07°39'19" West 67.84 feet with a central angle of 15°04'52");

thence North 00°06'53" West 27.31 feet;

thence North 89°30'06" West 73.00 feet;

thence South 00°06'53" East 28.10 feet;

thence Southeasterly 160.46 feet along the arc of a 331.50 foot radius curve to the left (center bears North 89°53'07" East and the chord bears South 13°58'54" East 158.90 feet with a central angle of 27°44'03");

thence South 27°50'55" East 205.91 feet;

thence Southeasterly 130.15 feet along the arc of a 268.50 foot radius curve to the right (center bears South 62°09'05" West and the chord bears South 13°57'44" East 128.88 feet with a central angle of 27°46'22");

thence South 00°04'33" East 62.30 feet;

thence Southwesterly 26.86 feet along the arc of a 17.00 foot radius curve to the right (center bears South 89°55'27" West and the chord bears South 45°11'38" West 24.15 feet with a central angle of 90°32'23");

thence South 89°32'10" East 90.16 feet;

thence North 00°04'33" West 80.15 feet;

thence Northwesterly 87.05 feet along the arc of a 341.50 foot radius curve to the left (center bears South 89°55'27" West and the chord bears North 07°22'43" West 86.82 feet with a central angle of 14°36'20");

thence Northeasterly 10.40 feet along the arc of a 7.00 foot radius curve to the right (center bears North 75°19'07" East and the chord bears North 27°52'52" East 9.47 feet with a central angle of 85°07'30");

thence Northeasterly 39.38 feet along the arc of a 112.50 foot radius curve to the right (center bears South 19°33'23" East and the chord bears North 80°28'15" East 39.18 feet with a central angle of 20°03'17");

thence South 89°30'06" East 988.44 feet;

thence Southeasterly 61.43 feet along the arc of a 462.50 foot radius curve to the right (center bears South 00°29'54" West and the chord bears South 85°41'48" East 61.38 feet with a central angle of 07°36'36");

thence South 81°53'30" East 182.23 feet;

thence North 03°28'45" East 10.03 feet;

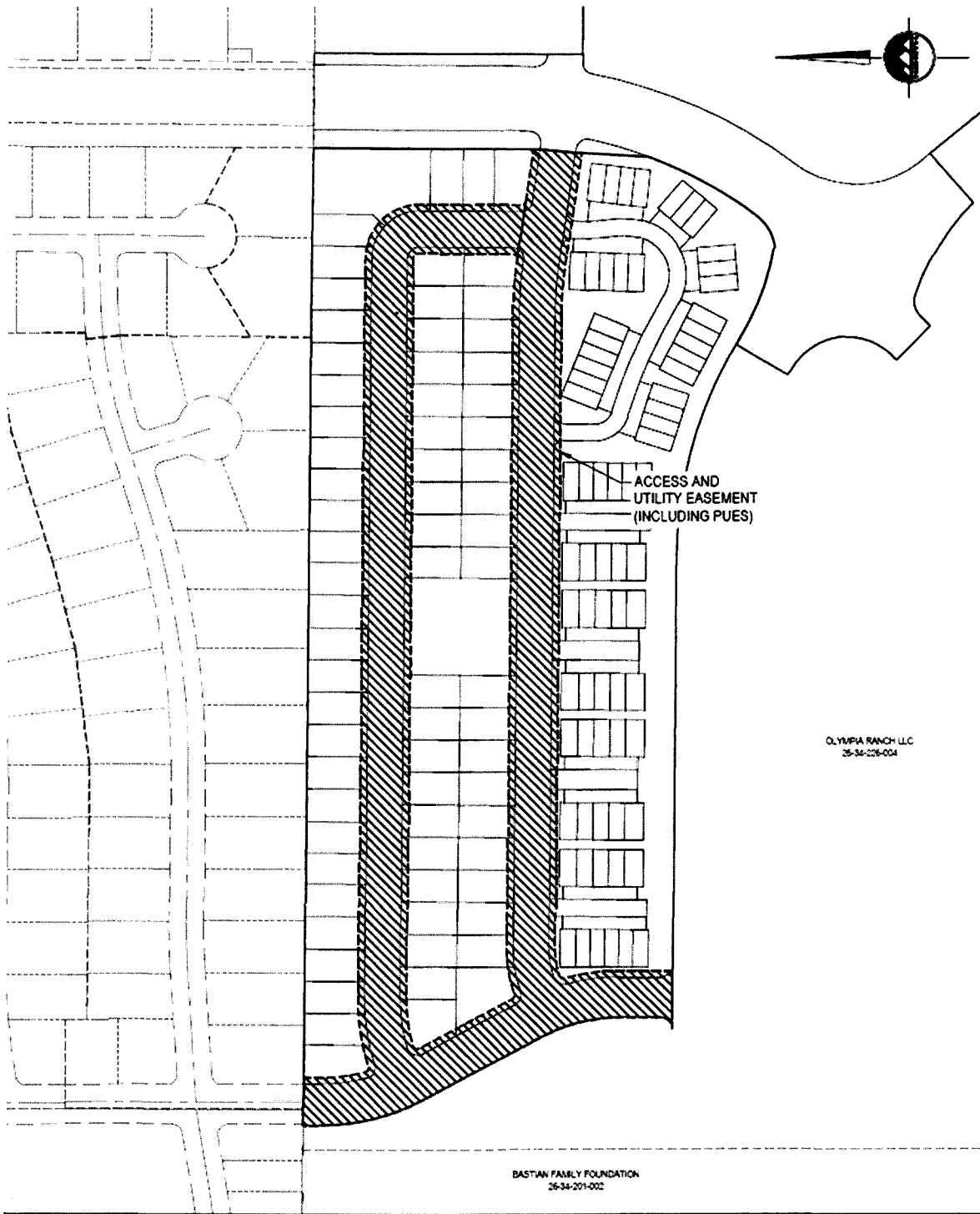
thence North 05°43'01" East 55.05 feet;

thence North 00°16'40" East 10.09 feet to the point of beginning.

Contains 251,707 Square Feet or 5.778 Acres

**EXHIBIT C**

**DEPICTION OF EASEMENT AREA**



PROJECT NUMBER 11960B	PRINT DATE 2024-01-30	<b>KINGS CANYON AT OLYMPIA</b> <b>PHASE 1 AND 2</b> 6400 WEST 12700 SOUTH HERRIMAN, UTAH <b>ACCESS AND UTILITY EASEMENT (INCLUDING PUES) EXHIBIT</b>	 THE STANDARD IN ENGINEERING	SANDY 45 W 10000 S, Suite 500 Sandy, UT 84070 Phone: 801.255.0529 WWW.ENSIGNENG.COM	
PROJECT MANAGER ROE	DESIGNED BY KPV			LAYTON Phone: 801.947.1100	TODDLE Phone: 435.461.7918

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