

UPON RECORDING RETURN TO:

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

14202609 B: 11470 P: 6872 Total Pages: 11
02/08/2024 11:18 AM By: zjorgensen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: FIRST AMERICAN - SOUTH JORDAN
10808 S RIVER FRONT PKWY STE 1 SOUTH JORDAN, UT 840955961

Tax ID 20-26-457-006-0000

STORM DRAIN EASEMENT AGREEMENT

This Storm Drain Easement Agreement (this "**Agreement**") is entered into to be effective as of January 19, 2024 (the "**Effective Date**"), between **WEST BENCH, LLC**, a Utah limited liability company, and **YELLOWSTONE LEGACY, LLC**, a Utah limited liability company, as tenants in common (collectively, "**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

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 storm drainage easement 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 for the foregoing purposes. 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 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

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Benefited Property), over and across the Property a temporary, non-exclusive construction easement to facilitate Grantee's construction and installation of the Improvements, together with vehicular and pedestrian ingress and egress over the Property 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.

3. Reserved Rights. Grantor shall have the right to use the Easement Area and to grant third party easements and perform any activities within the Easement Area, if such uses and grants do not materially interfere with Grantee's beneficial use and enjoyment of the Easement.

4. Maintenance and Repair; Association. Grantee shall keep the Improvements in good working order and repair. Except when an emergency requires immediate maintenance of the Improvements, Grantee shall deliver written notice to Grantor at least 30 days prior to any excavation of the Improvements or other maintenance that could affect any improvements located on or above the Easement Area, which notice shall describe Grantee's intended activities with respect thereto. In cases of emergency requiring immediate maintenance of the Improvements, Grantee shall notify Grantor as soon as possible in respect thereof. Grantee shall (i) make reasonable efforts to cooperate with Grantor to minimize damage to and interference with the use and operation of any improvements located on the Easement Area; (ii) not damage or interfere with the use and operation of any improvements on or within the real 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 repair any damage to the surface of the Property or any improvements located thereon caused by its use or work within the Easement Area or the Improvements therein. The parties acknowledge that Grantee's rights and obligations related to the operation, maintenance, repair and replacement of the Improvements hereunder shall be assigned by Grantee to, and assumed by the homeowners' association ("**Association**") serving Grantor's community being constructed near the Property, after the completion of the Improvements, the conveyance to the Association of Grantee's rights hereunder, and, if applicable, conveyance of title to the Improvements to the Association. Following such completion and conveyance, Grantee shall be released from its obligations and liabilities in this Agreement.

5. Release. 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**"), and no Grantor Related Party shall be liable in any manner to Grantee or any other person claiming through Grantee for any death, injury, loss, damage, cost or expense of any nature whatsoever resulting from any act or omission occurring on or about the Easement Area relating to the use, operation or control of the Easement, except to the extent that the same results from the negligence or willful misconduct of the Grantor Related Party.

6. Mechanic's Liens. Grantee shall not permit any mechanic's or materialman's liens to be enforced against the Easement Area in connection with any work performed over, under or across the Easement Area 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.



7. 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: West Bench, LLC
3575 Charleston Lane
Idaho Falls, ID 83404
Attention: Craig Jensen

Yellowstone Legacy, LLC
1524 East Arlington Drive
Salt Lake City, UT 84103
Attention: Richard H. Jensen

To Grantee: Lennar Homes of Utah, LLC
111 E Sego 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 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Governing Law; Venue. 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.

13. 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.

14. 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.

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

GRANTOR (as tenants in common):

WEST BENCH, LLC, a Utah limited liability company _____

By: E.D. Jensen
Name: Eric D. Jensen
Its: Manager

YELLOWSTONE LEGACY, LLC, a Utah limited liability company _____

By: Richard H. Jensen
Name: Richard H. Jensen
Its: Manager

[Grantor acknowledgements on following page]

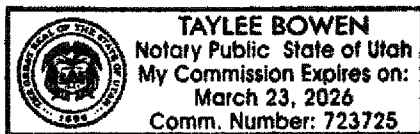
ACCOMMODATION RECORDING ONLY

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. First American Title Insurance Company makes no representation as to the condition of title and hereby expressly disclaims any responsibility or liability for the content, validity, accuracy, sufficiency, or effects of the document.

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

The foregoing was acknowledged before me this 30 of January ~~19~~, 2024,
by Eric Jensen, as Manager of West Bench, LLC, a Utah limited liability
company.

WITNESS my hand and official seal



Taylee Bowen
Notary Public

My Commission Expires: March 23, 2026

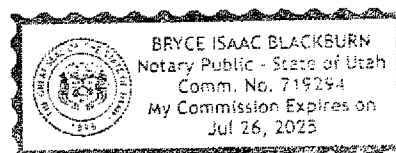
STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

The foregoing was acknowledged before me this 5 of ^{February} ~~January~~ 19, 2024,
by Richard Jensen, as Manager of Yellowstone Legacy, LLC, a Utah limited liability
company.

WITNESS my hand and official seal

Bryce Blackburn
Notary Public

My Commission Expires: July 26, 2025



[Grantee's signatures on following page]

GRANTEE:

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

By: [Signature]
Name: Brandon Doh
Title: Division President

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

The foregoing was acknowledged before me this February 16, 2024
of January 19, 2024,
by Brandon Doh, as Division President of Lennar Homes of Utah, LLC, a Delaware
limited liability company.

WITNESS my hand and official seal

[Signature]
Notary Public

My Commission Expires: 12/3/2024

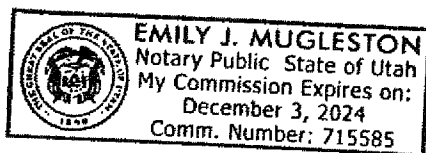


EXHIBIT A

Depiction and Description of Property

LEGAL DESCRIPTION
PREPARED FOR WEST BENCH LLC; YELLOWSTONE LEGACY, 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 20-26-457-006, 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 located on 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, said point being S89°43'41"W 2079.16 feet along the Quarter Section line and S00°16'19"E 1435.77 feet from the East Quarter Corner of Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence along said Deed line N77°32'00"E 30.06 feet; thence S60°45'22"E 67.08 feet to the southwesterly right of way of COPPER RIM DRIVE, according to the official plat thereof recorded August 4, 2020 in Book 2020P at Page 186; thence along said right of way the following two (2) courses: (1) Southeasterly along the arc of a non-tangent curve to the right having a radius of 1,915.17 feet (radius bears: S53°13'13"W) a distance of 40.26 feet through a central angle of 01°12'17" Chord: S36°10'26"E 40.26 feet; thence (2) Southwesterly along the arc of a non-tangent curve to the right having a radius of 37.50 feet (radius bears: N66°18'15"W) a distance of 3.26 feet through a central angle of 04°58'28" Chord: S26°10'59"W 3.25 feet; thence N60°45'22"W 126.30 feet to the point of beginning.

Containing 1995 square feet or 0.05 acres +/-

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Depiction and Description of Benefited Property

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EXHIBIT C

Depiction and Description of Easement Area

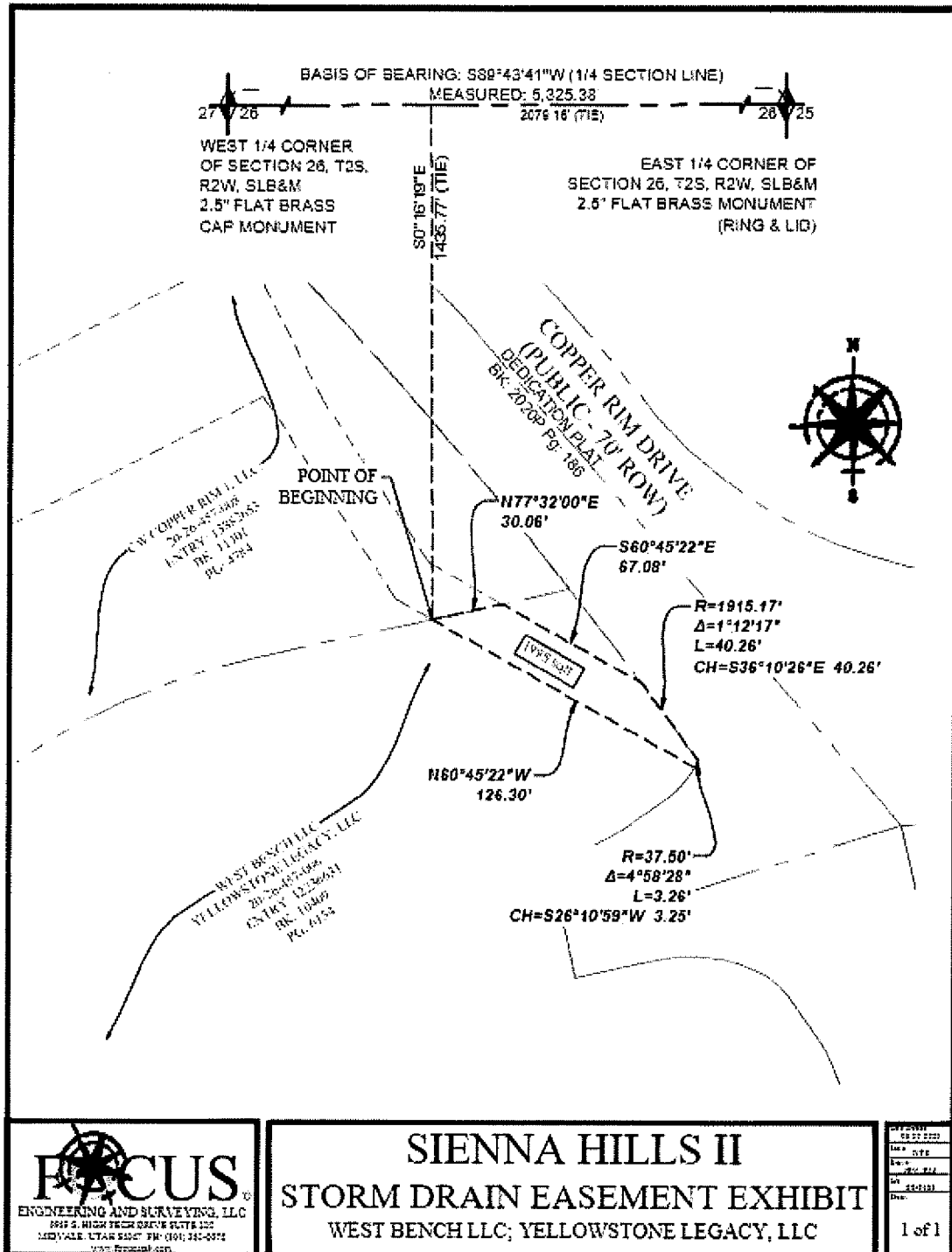


EXHIBIT D

Summary of Plans for Improvements

