

176952-CPI  
Tax ID Nos.: 26-34-226-008 and 26-34-276-020  
When recorded, return to:

14241427 B: 11491 P: 8204 Total Pages: 8  
05/16/2024 03:02 PM By: tpham 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

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

## **TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AGREEMENT**

(Great Basin at Olympia 1 – Drainage Line)

This TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AGREEMENT (this “Easement Agreement”) is entered into as of this 16 day of May, 2024 by and between OLYMPIA RANCH, LLC, a Utah limited liability com “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 temporary access and construction easement for the purpose of ingress and egress to over Baker Creek Lane and the future Phase 2B of Great Basin at Olympia, as depicted on **Exhibit “C”** over the Easement Property and for the purpose of installing, maintaining and constructing the underground storm drain pipe and any related improvements in the approximate location depicted on **Exhibit “B”** in accordance with the approved construction drawings for the Great Basin at Olympia Phase 1 Subdivision (“**Storm Drain Improvements**”) to the extent that any such Storm Drain Improvements are required to be located on the Easement Property.

### **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 Nonexclusive Easement. Grantor hereby grants to Grantee and its affiliates, contractors, employees, agents, customers, licensees, invitees, successors and assigns a nonexclusive, temporary access and construction easement upon, over, across and under the Easement Property for the purpose of the installation, construction and maintenance of 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 and construction 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 or maintenance 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 occurring of (a) one (1) year after Grantee has completed the installation and construction of the Storm Drain Improvements, or (b) the expiration of the warranty period required by the City 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, injuries, claims, demands, losses and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the installation and construction of the Storm Drain 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 B. Han  
Title: MANAGER

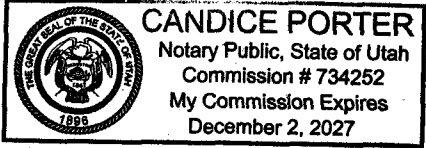
By: [Signature]  
Name: Paul J. Peterson  
Title: REGIONAL PRESIDENT

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

The foregoing instrument was acknowledged before me on May 15, 2024, by Ryan B. Han, as Manager of OLYMPIA RANCH, LLC, a Utah limited liability company.

[Signature]  
Notary Public

My Commission Expires:  
12-2-2027

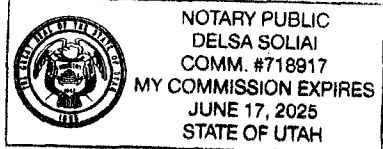


STATE OF UTAH )  
                          )  
COUNTY OF Utah ) ss.

The foregoing instrument was acknowledged before me on May 14, 2024, by Paul J. Peterson the Regional President, of RICHMOND AMERICAN HOMES OF UTAH, INC., a Colorado corporation, on behalf of said company.

[Signature]  
Notary Public

My Commission Expires:  
June 17, 2025



4863-8367-9933.v1

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**EXHIBIT "A"**

**LEGAL DESCRIPTION OF EASEMENT PROPERTY**

**Great Basin at Olympia – Phase 1**

**Drainage Easement**

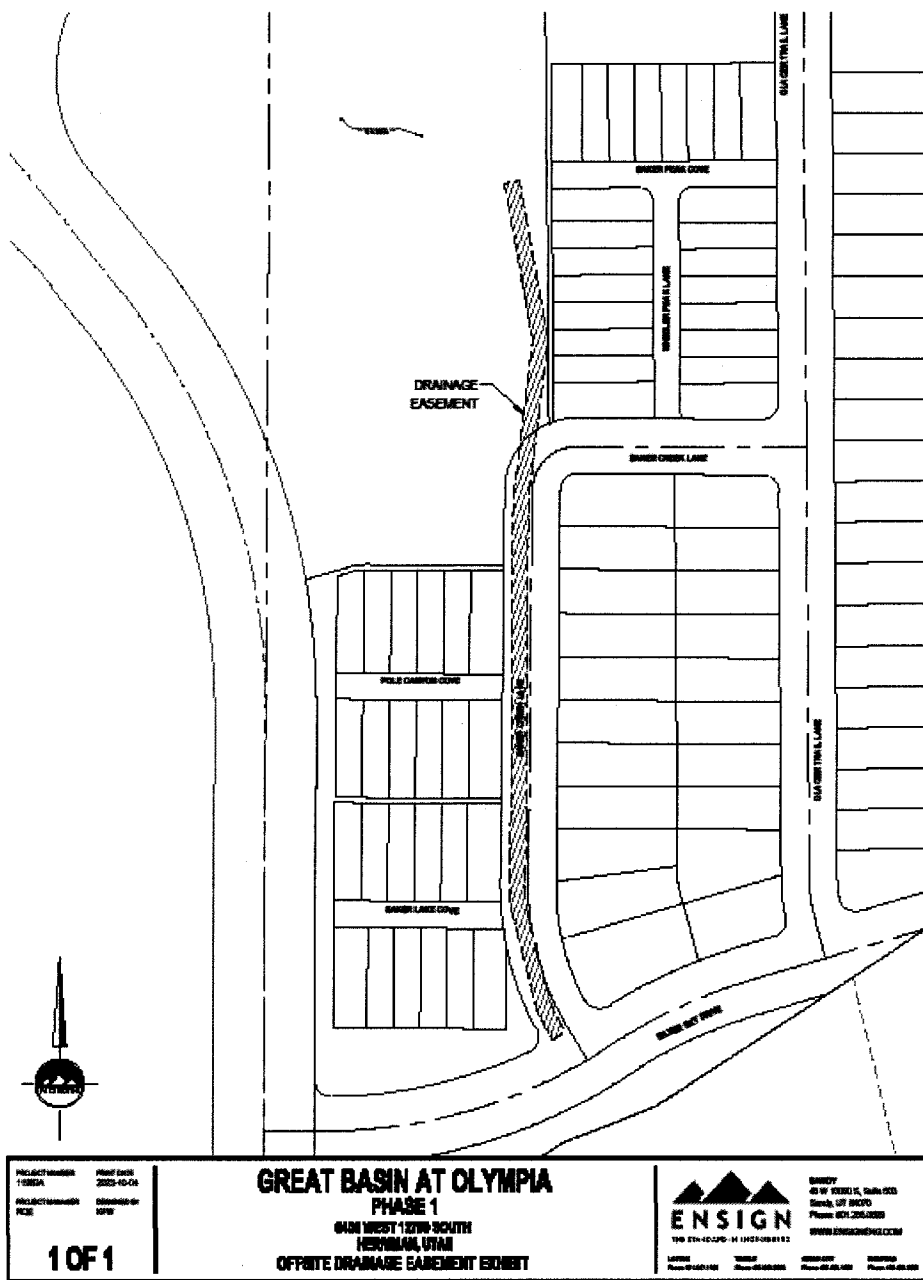
A parcel of land, situate in the Northwest Quarter of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point being South 89°48'53" East 226.74 feet along the section line and South 942.44 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 79°20'58" East 15.00 feet;  
thence South 10°30'36" East 157.26 feet;  
thence South 06°55'17" West 158.24 feet;  
thence South 00°17'47" West 393.47 feet;  
thence South 14°46'23" East 103.84 feet;  
thence South 29°16'15" East 24.45 feet;  
thence Southwesterly 12.00 feet along the arc of a 17.00 foot radius curve to the right (center bears North 69°16'45" West and the chord bears South 40°56'38" West 11.75 feet with a central angle of 40°26'46");  
thence Southwesterly 3.94 feet along the arc of a 466.00 foot radius curve to the right (center bears North 28°50'00" West and the chord bears South 61°24'33" West 3.94 feet with a central angle of 00°29'04");  
thence North 29°16'15" West 30.29 feet;  
thence North 14°46'23" West 107.73 feet;  
thence North 00°17'47" East 395.21 feet;  
thence North 06°51'53" East 157.98 feet;  
thence North 10°30'28" West 154.84 feet to the point of beginning.

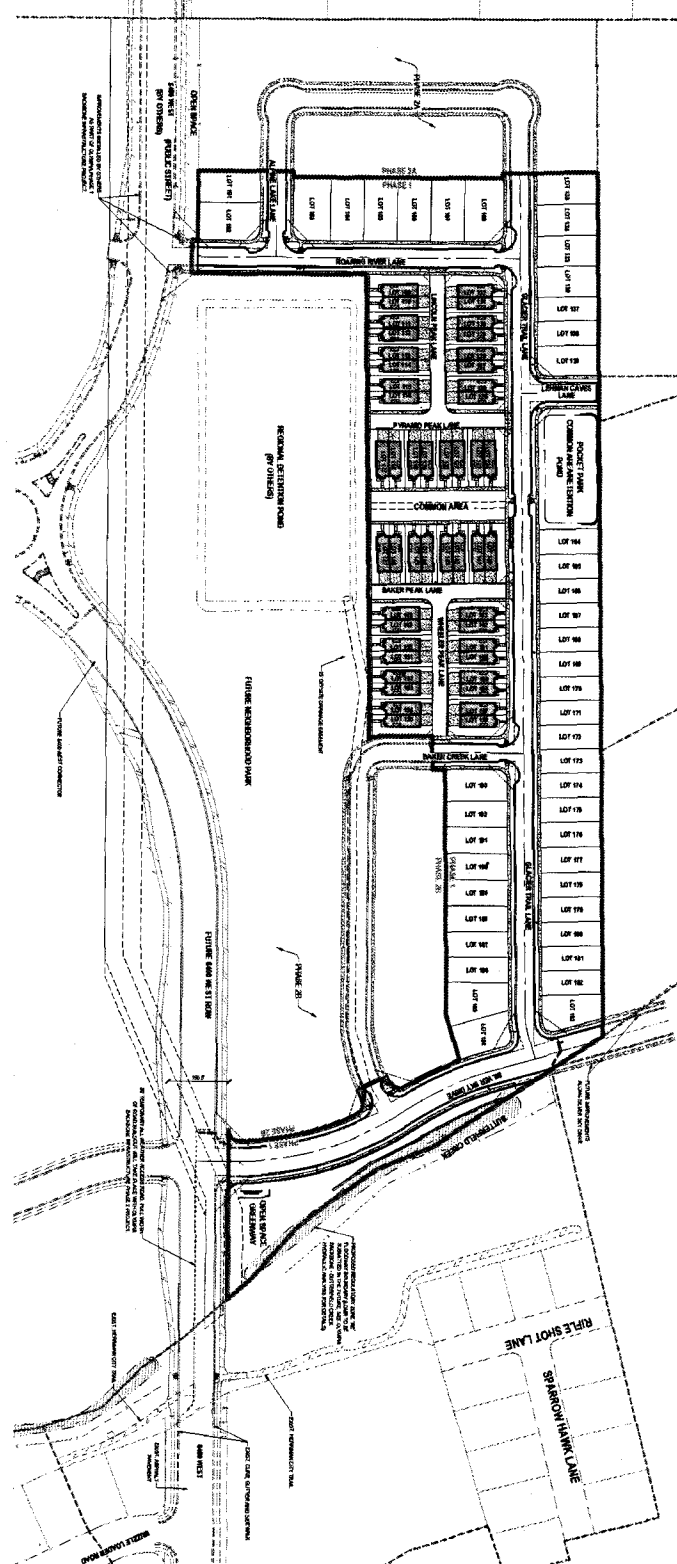
Contains 12,634 Square Feet or 0.290 Acres

# EXHIBIT "B"



# EXHIBIT C

**831**  
 THE GREAT BASIN AT OLYMPIA  
 PHASE 1 IMPROVEMENT DRAWINGS  
 EXHIBIT C

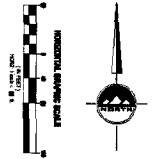


**GENERAL NOTES**

- ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE CITY OF SALT LAKE CITY ZONING ORDINANCES AND THE CITY ENGINEER'S APPROVED SPECIFICATIONS.
- ALL UTILITIES SHALL BE DEPTH MARKED AND SHOWN ON THE PLANS.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S APPROVED SPECIFICATIONS.
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**ENSIGN**  
 THE ENVIRONMENTAL DESIGNERS  
 3647 LANE CITY  
 45 W. 1000 S., Suite 800  
 Provo, UT 84601  
 Phone: 801.726.8229

**LAYOUT**  
 DRAWN BY: J. L. HARRIS  
 CHECKED BY: J. L. HARRIS  
 DATE: 08/17/10  
 TITLE: PHASE 1 IMPROVEMENT DRAWINGS  
 PROJECT NO.: 08-001  
 SHEET NO.: 101-120

**OVERALL SITE PLAN**

**C-100**

**GREAT BASIN AT OLYMPIA**  
**PHASE 1 IMPROVEMENT DRAWINGS**  
 6400 WEST 12700 SOUTH  
 HERRIMAN, UTAH

**UTAH STATE ARCHITECTS**  
 J. L. HARRIS  
 No. 1000  
 Exp. 12/31/10

4886-3176-1341.V1