

176952-CPI

When Recorded, Return To:

Olympia Ranch 1, LLC
Attn: Ryan Button
527 E. Pioneer Road, Suite 200
Draper, Utah 84020

14241431 B: 11491 P: 8229 Total Pages: 15
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

Parcel Nos.: 26-34-226-008
and 26-34-276-020

**TEMPORARY ACCESS, UTILITY, AND CONSTRUCTION EASEMENT
AGREEMENT**

This *Temporary Access, Utility, and Construction Easement Agreement* (“**Agreement**”) is entered into this 16 day of May, 2024 (the “**Effective Date**”), by and between **OLYMPIA RANCH 1, 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.

7. No Unreasonable Interference. Grantee covenants that in the exercise of its rights hereunder or with the Grantee's use of the Easement Area, Grantee shall not conduct any activity, nor grant any rights to a third party, which would unreasonably interfere with Grantor's use of the Grantor Property, outside the Easement Area, for Grantor's intended development of the Grantor Property for the construction and use of single family and/or multi-family homes.

8. Indemnity.

a. Grantee Indemnity. Grantee shall indemnify, defend and hold harmless Grantor and its agents, employees, and contractors (collectively, the "**Grantor Parties**") from and against any and all liabilities, actions, claims, demands, directives, judgments, orders, liens, losses, fines, penalties, damages, expenses and


costs (including reasonable attorneys' fees, accounting fees and expert witness or consulting fees, if any) (collectively, "**Losses**"), arising directly or indirectly from: (a) injuries to or death of any person(s), or loss or damage to the property of any person(s) or to the Grantor Property, including without limitation any damage caused by the discharge, release, disposal or dispersal of any material, pollutant, irritant, contaminant or hazardous materials during the term of this Agreement, and arising in connection with or as a result of, in whole or in part, any act or omission relating to, based upon, regarding, or the Grantor Property, to the extent such losses were caused by the acts or omissions (including any alleged or actual violations by Grantee of any certifications and/or operating permits for the utility facilities, or any laws, rules or regulations pertaining thereto) of Grantee or the Grantee Parties, or (b) any breach or default by Grantee of this Agreement or any agreement, certificate or instrument delivered by or on behalf of Grantee pursuant hereto; provided however that Grantee's indemnification obligation does not extend to any losses to the extent such Losses were caused by the gross negligence or willful misconduct of Grantor or the Grantor Parties.

b. Grantor Indemnity. Grantor shall indemnify, defend and hold harmless Grantee and its agents, employees, and contractors (collectively, the "**Grantee Parties**") from and against any and all Losses arising from (a) any of Grantor's liabilities or obligations with respect to the ownership of the Grantor Property prior to the date hereof, including without limitation, liabilities or obligations with respect to any environmental liabilities, or (b) injuries to or death of any person(s), or loss or damage to the property of any person(s) or to the Grantor Property, arising in connection with or as a result of, in whole or in part, any act or omission relating to, based upon, regarding, or at the Grantor Property, to the extent such losses were caused by the acts or omissions of Grantor or the Grantor Parties, or (c) any breach or default of this Agreement by Grantor or any agreement, certificate or instrument delivered by or on behalf of Grantor pursuant hereto; provided however that Grantor's indemnification obligation does not extend to any losses to the extent such losses were caused by the gross negligence or willful misconduct of Grantee or the Grantee Parties.

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

GRANTOR

OLYMPIA RANCH 1, LLC, a Utah limited liability company

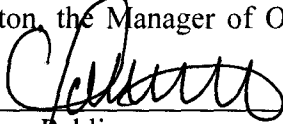


By: Ryan Button, Manager

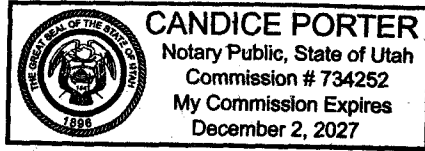
STATE OF UTAH)
:SS

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 15 day of May, 2024, by Ryan Button, the Manager of Olympia Ranch 1, LLC, a Utah limited liability company.

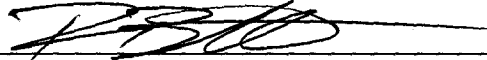

Notary Public

SEAL:



GRANTEE

OLYMPIA RANCH, LLC, a Utah limited liability company

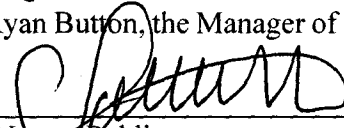


By: Ryan Button, Manager

STATE OF UTAH)
 :SS

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 15 day of May, 2024, by Ryan Button, the Manager of Olympia Ranch, LLC, a Utah limited liability company.



Notary Public

SEAL:

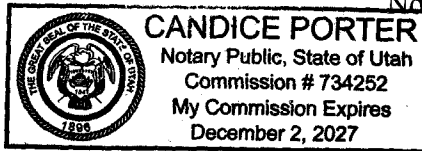


EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Great Basin at Olympia – Phase 1

A parcel of land, situate in the Northeast Quarter of Section 34 and 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 North 89°30'06" West 10.20 feet along the section line and South 249.46 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 89°30'58" East 155.96 feet;

thence South 00°29'02" West 9.00 feet;

thence South 89°30'58" East 343.15 feet;

thence North 00°30'22" West 8.04 feet;

thence North 89°29'38" East 155.00 feet;

thence South 00°30'22" East 1,408.60 feet;

thence South 56°51'10" West 132.32 feet;

thence South 74°01'37" West 66.16 feet;

thence Southwesterly 130.90 feet along the arc of a 466.00 foot radius curve to the left (center bears South 15°58'23" East and the chord bears South 65°58'46" West 130.47 feet with a central angle of 16°05'42");

thence South 57°55'55" West 28.39 feet;

thence Southwesterly 294.31 feet along the arc of a 534.00 foot radius curve to the right (center bears North 32°04'05" West and the chord bears South 73°43'16" West 290.60 feet with a central angle of 31°34'42");

thence Southwesterly 26.49 feet along the arc of a 17.00 foot radius curve to the left (center bears South 00°29'23" East and the chord bears South 44°52'24" West 23.89 feet with a central angle of 89°16'25");

thence North 00°14'11" East 102.01 feet;

thence Southeasterly 26.97 feet along the arc of a 17.00 foot radius curve to the left (center bears South 89°45'49" East and the chord bears South 45°12'33" East 24.23 feet with a central angle of 90°53'28");

thence Northeasterly 198.28 feet along the arc of a 466.00 foot radius curve to the left (center bears North 00°39'17" West and the chord bears North 77°09'21" East 196.78 feet with a central angle of 24°22'43");

thence Northeasterly 27.97 feet along the arc of a 17.00 foot radius curve to the left (center bears North 25°02'00" West and the chord bears North 17°50'26" East 24.92 feet with a central angle of 94°15'07");

thence Northwesterly 17.21 feet along the arc of a 277.50 foot radius curve to the right (center bears North 60°42'53" East and the chord bears North 27°30'30" West 17.21 feet with a central angle of 03°33'15");

thence North 64°16'07" East 55.00 feet;

thence Southeasterly 12.81 feet along the arc of a 222.50 foot radius curve to the left (center bears North 64°16'07" East and the chord bears South 27°22'52" East 12.81 feet with a central angle of 03°17'57");

thence Southeasterly 27.43 feet along the arc of a 17.00 foot radius curve to the left (center bears North 60°58'10" East and the chord bears South 75°15'36" East 24.55 feet with a central angle of 92°27'32");

thence Northeasterly 99.53 feet along the arc of a 534.00 foot radius curve to the right (center bears South 31°29'22" East and the chord bears North 63°51'01" East 99.39 feet with a central angle of 10°40'45");

thence North 15°58'23" West 77.98 feet;

thence North 00°30'22" West 398.91 feet;

thence North 89°34'46" West 20.89 feet;

thence North 00°25'14" East 55.00 feet;

thence North 89°34'46" West 74.65 feet;

thence Southwesterly 30.13 feet along the arc of a 72.00 foot radius curve to the left (center bears South 00°25'14" West and the chord bears South 78°25'52" West 29.91 feet with a central angle of 23°58'43");

thence North 00°30'22" West 760.89 feet;

thence North 89°30'58" West 275.16 feet;

thence North 00°16'16" East 165.00 feet to the point of beginning.

Contains 564,370 Square Feet or 12.956 Acres and 93 Lots and 2 Parcels

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

Great Basin at Olympia – Phase 1

Access and Utility Easement (Including PUEs)

A parcel of land, situate in the Northeast Quarter of Section 34 and 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 $89^{\circ}48'53''$ East 80.76 feet along the section line and South 249.88 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South $89^{\circ}30'58''$ East 65.00 feet;

thence South $00^{\circ}29'02''$ West 9.00 feet;

thence South $89^{\circ}30'58''$ East 10.00 feet;

thence South $00^{\circ}29'02''$ West 84.00 feet;

thence Southeasterly 11.00 feet along the arc of a 7.00 foot radius curve to the left (center bears South $89^{\circ}30'58''$ East and the chord bears South $44^{\circ}30'58''$ East 9.90 feet with a central angle of $90^{\circ}00'00''$);

thence South $89^{\circ}30'58''$ East 310.59 feet;

thence Northeasterly 11.12 feet along the arc of a 7.00 foot radius curve to the left (center bears North $00^{\circ}29'02''$ East and the chord bears North $44^{\circ}59'20''$ East 9.98 feet with a central angle of $90^{\circ}59'24''$);

thence North $00^{\circ}30'22''$ West 83.89 feet;

thence South $89^{\circ}30'58''$ East 10.00 feet;

thence North $00^{\circ}30'22''$ West 8.04 feet;

thence North $89^{\circ}29'38''$ East 65.00 feet;

thence South $00^{\circ}30'22''$ East 313.00 feet;

thence Southeasterly 11.00 feet along the arc of a 7.00 foot radius curve to the left (center bears North $89^{\circ}29'38''$ East and the chord bears South $45^{\circ}30'22''$ East 9.90 feet with a central angle of $90^{\circ}00'00''$);

thence North $89^{\circ}29'38''$ East 83.00 feet;

thence South 00°30'22" East 75.00 feet;

thence South 89°29'38" West 83.00 feet;

thence Southwesterly 11.00 feet along the arc of a 7.00 foot radius curve to the left (center bears South 00°30'22" East and the chord bears South 44°29'38" West 9.90 feet with a central angle of 90°00'00");

thence South 00°30'22" East 965.17 feet;

thence Southeasterly 17.55 feet along the arc of a 112.50 foot radius curve to the left (center bears North 89°29'38" East and the chord bears South 04°58'33" East 17.53 feet with a central angle of 08°56'21");

thence Southeasterly 11.79 feet along the arc of a 7.00 foot radius curve to the left (center bears North 80°33'17" East and the chord bears South 57°42'33" East 10.45 feet with a central angle of 96°31'40");

thence North 74°01'37" East 82.85 feet;

thence South 00°30'22" East 40.39 feet;

thence South 56°51'10" West 166.18 feet;

thence South 74°01'37" West 33.80 feet;

thence Southwesterly 128.09 feet along the arc of a 456.00 foot radius curve to the left (center bears South 15°58'23" East and the chord bears South 65°58'46" West 127.67 feet with a central angle of 16°05'42");

thence South 57°55'55" West 28.39 feet;

thence Southwesterly 299.82 feet along the arc of a 544.00 foot radius curve to the right (center bears North 32°04'05" West and the chord bears South 73°43'16" West 296.04 feet with a central angle of 31°34'42");

thence Southwesterly 10.91 feet along the arc of a 7.00 foot radius curve to the left (center bears South 00°29'23" East and the chord bears South 44°52'24" West 9.84 feet with a central angle of 89°16'25");

thence North 89°45'49" West 10.00 feet;

thence North 00°14'11" East 102.01 feet;

thence South 89°45'49" East 10.00 feet;

thence Southeasterly 11.10 feet along the arc of a 7.00 foot radius curve to the left (center bears South 89°45'49" East and the chord bears South 45°12'33" East 9.98 feet with a central angle of 90°53'28");

thence Northeasterly 194.02 feet along the arc of a 456.00 foot radius curve to the left (center bears North 00°39'17" West and the chord bears North 77°09'21" East 192.56 feet with a central angle of 24°22'43");

thence Northeasterly 11.52 feet along the arc of a 7.00 foot radius curve to the left (center bears North 25°02'00" West and the chord bears North 17°50'26" East 10.26 feet with a central angle of 94°15'07");

thence Northwesterly 17.83 feet along the arc of a 287.50 foot radius curve to the right (center bears North 60°42'53" East and the chord bears North 27°30'30" West 17.83 feet with a central angle of 03°33'15");

thence North 64°16'07" East 75.00 feet;

thence Southeasterly 12.24 feet along the arc of a 212.50 foot radius curve to the left (center bears North 64°16'07" East and the chord bears South 27°22'52" East 12.23 feet with a central angle of 03°17'57");

thence Southeasterly 11.30 feet along the arc of a 7.00 foot radius curve to the left (center bears North 60°58'10" East and the chord bears South 75°15'36" East 10.11 feet with a central angle of 92°27'32");

thence Northeasterly 147.32 feet along the arc of a 544.00 foot radius curve to the right (center bears South 31°29'22" East and the chord bears North 66°16'07" East 146.87 feet with a central angle of 15°30'58");

thence North 74°01'37" East 31.18 feet;

thence Northeasterly 10.56 feet along the arc of a 7.00 foot radius curve to the left (center bears North 15°58'23" West and the chord bears North 30°47'40" East 9.59 feet with a central angle of 86°27'52");

thence Northwesterly 39.05 feet along the arc of a 187.50 foot radius curve to the right (center bears North 77°33'44" East and the chord bears North 06°28'19" West 38.98 feet with a central angle of 11°55'54");

thence North 00°30'22" West 376.94 feet;

thence Northwesterly 10.88 feet along the arc of a 7.00 foot radius curve to the left (center bears South 89°29'38" West and the chord bears North 45°02'34" West 9.82 feet with a central angle of 89°04'24");

thence North 89°34'46" West 106.18 feet;

thence North 00°25'14" East 65.00 feet;

thence North 89°34'46" West 5.00 feet;

thence North 00°30'22" West 210.05 feet;

thence Northwesterly 15.71 feet along the arc of a 10.00 foot radius curve to the left (center bears South 89°29'38" West and the chord bears North 45°30'22" West 14.14 feet with a central angle of 90°00'00");

thence North 89°29'38" East 56.00 feet;

thence Southwesterly 15.71 feet along the arc of a 10.00 foot radius curve to the left (center bears South 00°30'22" East and the chord bears South 44°29'38" West 14.14 feet with a central angle of 90°00'00");

thence South 00°30'22" East 200.63 feet;

thence South 89°34'46" East 73.90 feet;

thence Northeasterly 11.11 feet along the arc of a 7.00 foot radius curve to the left (center bears North 00°25'14" East and the chord bears North 44°57'26" East 9.98 feet with a central angle of 90°55'36");

thence North 00°30'22" West 204.82 feet;

thence South 89°29'38" West 211.00 feet;

thence North 00°30'22" West 36.00 feet;

thence North 89°29'38" East 211.00 feet;

thence North 00°30'22" West 239.52 feet;

thence South 89°29'38" West 211.00 feet;

thence North 00°30'22" West 36.00 feet;

thence North 89°29'38" East 83.98 feet;

thence Northeasterly 15.71 feet along the arc of a 10.00 foot radius curve to the left (center bears North 00°30'22" West and the chord bears North 44°29'38" East 14.14 feet with a central angle of 90°00'00");

thence North 00°30'22" West 202.99 feet;

thence South 89°30'58" East 36.01 feet;

thence South 00°30'22" East 202.37 feet;

thence Southeasterly 15.71 feet along the arc of a 10.00 foot radius curve to the left (center bears North 89°29'38" East and the chord bears South 45°30'22" East 14.14 feet with a central angle of 90°00'00");

thence North 89°29'38" East 71.02 feet;

thence North 00°30'22" West 204.09 feet;

thence Northwesterly 10.87 feet along the arc of a 7.00 foot radius curve to the left (center bears South 89°29'38" West and the chord bears North 45°00'40" West 9.81 feet with a central angle of 89°00'36");

thence North 89°30'58" West 209.15 feet;

thence North 00°30'22" West 10.00 feet;

thence North 89°30'58" West 275.16 feet;

thence North 00°16'16" East 65.00 feet;

thence South 89°30'58" East 83.59 feet;

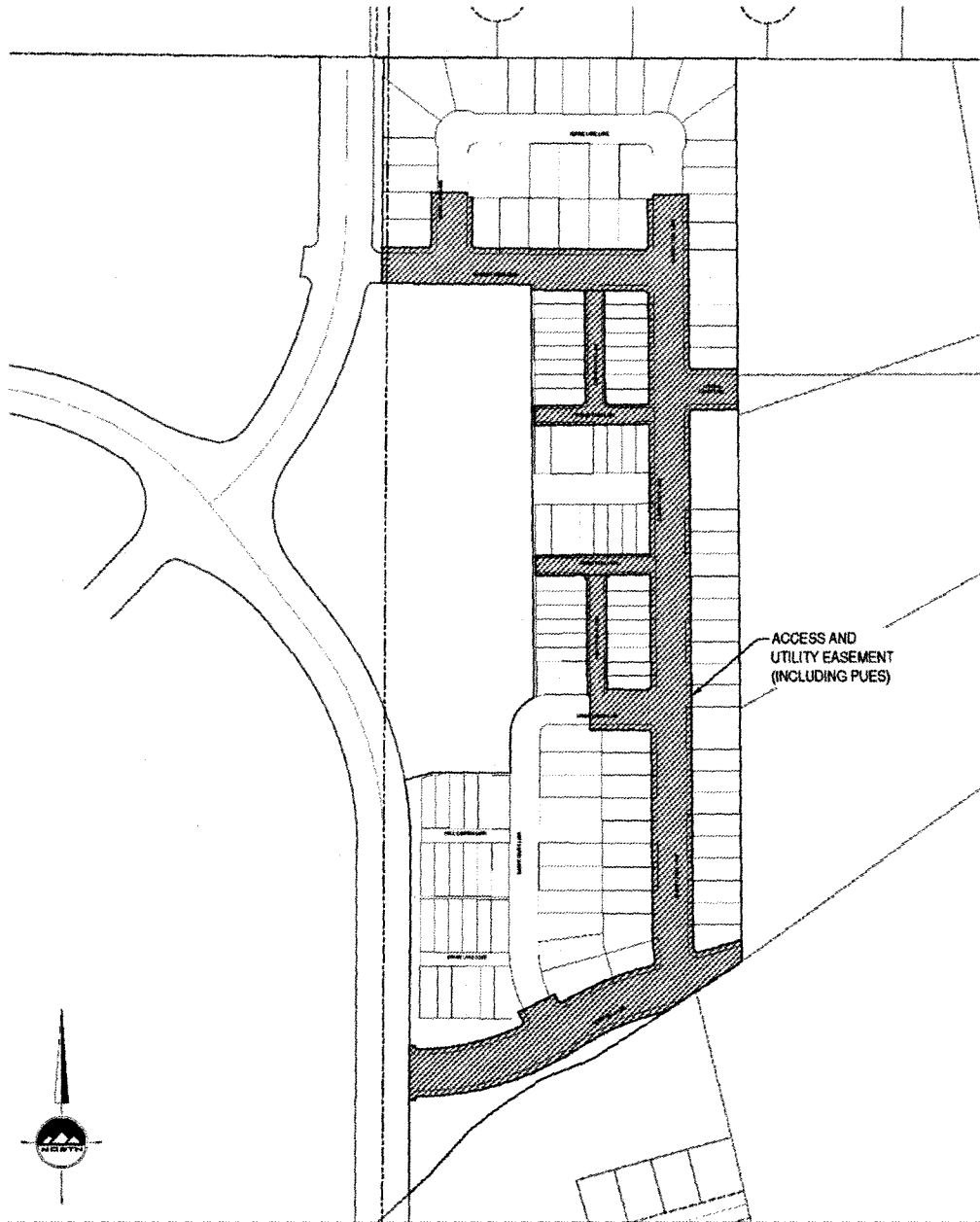
thence Northeasterly 11.00 feet along the arc of a 7.00 foot radius curve to the left (center bears North 00°29'02" East and the chord bears North 45°29'02" East 9.90 feet with a central angle of 90°00'00");

thence North 00°29'02" East 93.00 feet to the point of beginning.

Contains 248,169 Square Feet or 5.697 Acres

EXHIBIT C

DEPICTION OF EASEMENT AREA



PROJECT NUMBER 11960A	PRINT DATE 2024-03-21	GREAT BASIN AT OLYMPIA PHASE 1 6400 WEST 12700 SOUTH HERRIMAN, UTAH ACCESS AND UTILITY EASEMENT (INCLUDING PUES) EXHIBIT	 ENSIGN THE STANDARD IN ENGINEERING	SANDY 45 W 10000 S, Suite 500 Sandy, UT 84070 Phone: 801 255 0929 WWW.ENSIGNENG.COM	
PROJECT MANAGER RCE	DESIGNED BY KFW				LAYOUT Amanda G. [unclear]

1 OF 1