

178077-CPI

When Recorded, Return To:

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

Parcel Nos.: 20-34-226-012, 20-34-276-022

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

This *Temporary Access, Utility, and Construction Easement Agreement* (“**Agreement**”) is entered into this 11 day of July, 2024 (the “**Effective Date**”), by and between **OLYMPIA RANCH 4, 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 4, LLC, a Utah limited liability company

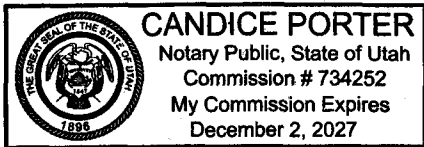
  
By: Ryan Button, Manager

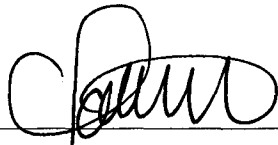
STATE OF UTAH                    )  
  :SS

COUNTY OF SALT LAKE    )

On this 9 day of July, 2024, before me personally appeared Ryan Button whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the Manager of Olympia Ranch 4, LLC, a Utah limited liability company, and that the foregoing instrument was signed by him on behalf of said limited liability company in his capacity as Manager.

WITNESS my hand and official seal.

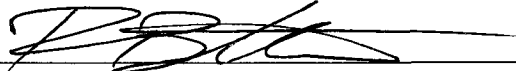


  
\_\_\_\_\_  
Notary Public

SEAL:

**GRANTEE**

OLYMPIA RANCH, LLC, a Utah limited liability company

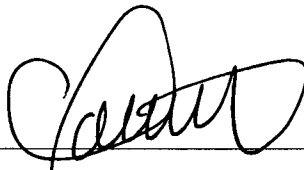
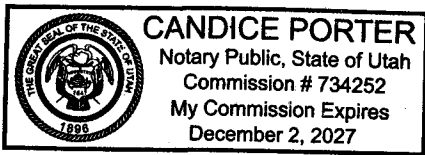


By: Ryan Button, Manager

STATE OF UTAH )  
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COUNTY OF SALT LAKE )

On this 9 day of July, 2024, before me personally appeared Ryan Button whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the Manager of Olympia Ranch, LLC, a Utah limited liability company, and that the foregoing instrument was signed by him on behalf of said limited liability company in his capacity as Manager.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public

SEAL:

## EXHIBIT A

### LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

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 1,001.49 feet along the section line and South 683.15 feet from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 89°32'10" East 206.97 feet; thence Southeasterly 307.56 feet along the arc of a 523.50 foot radius curve to the right (center bears South 00°27'50" West and the chord bears South 72°42'19" East 303.15 feet with a central angle of 33°39'41"); thence Southeasterly 120.08 feet along the arc of a 68.50 foot radius curve to the right (center bears South 35°26'36" West and the chord bears South 04°20'10" East 105.29 feet with a central angle of 100°26'28"); thence South 44°36'10" West 7.96 feet; thence South 45°23'50" East 133.50 feet; thence North 44°36'10" East 22.12 feet; thence Southeasterly 186.69 feet along the arc of a 330.50 foot radius curve to the right (center bears South 18°48'01" West and the chord bears South 55°01'02" East 184.22 feet with a central angle of 32°21'54"); thence South 38°50'05" East 47.56 feet; thence Southeasterly 117.49 feet along the arc of a 570.00 foot radius curve to the right (center bears South 51°09'55" West and the chord bears South 32°55'46" East 117.29 feet with a central angle of 11°48'37"); thence Southeasterly 142.71 feet along the arc of a 300.00 foot radius curve to the right (center bears South 62°58'49" West and the chord bears South 13°23'30" East 141.37 feet with a central angle of 27°15'22"); thence South 00°14'11" West 66.62 feet; thence North 89°48'15" West 202.47 feet; thence Southeasterly 58.65 feet along the arc of a 277.50 foot radius curve to the right (center bears South 78°09'01" West and the chord bears South 05°47'43" East 58.54 feet with a central angle of 12°06'31"); thence South 00°15'33" West 234.99 feet; thence Southwesterly 97.38 feet along the arc of a 50.00 foot radius curve to the right (center bears North 89°28'54" West and the chord bears South 56°18'51" West 82.70 feet with a central angle of 111°35'31"); thence Northwesterly 21.62 feet along the arc of a 30.00 foot radius curve to the left (center bears South 22°06'36" West and the chord bears North 88°32'01" West 21.15 feet with a central angle of 41°17'14"); thence South 70°49'22" West 99.65 feet; thence Southwesterly 33.75 feet along the arc of a 177.50 foot radius curve to the right (center bears North 19°10'38" West and the chord bears South 76°16'10" West 33.70 feet with a central angle of 10°53'35"); thence Southwesterly 23.48 feet along the arc of a 15.00 foot radius curve to the left (center bears South 08°17'03" East and the chord bears South 36°52'20" West 21.16 feet with a central angle of 89°41'14"); thence South 71°43'45" West 55.83 feet; thence Northwesterly 106.21 feet along the arc of a 677.50 foot radius curve to the right (center bears North 81°11'04" East and the chord bears North 04°19'27" West 106.10 feet with a central angle of 08°58'57"); thence North 00°10'01" East 367.08 feet; thence Northeasterly 16.48 feet along the arc of a 50.00 foot radius curve to the right (center bears South 89°49'41" East and the chord bears North 09°36'52" East 16.41 feet with a central angle of 18°53'05"); thence South 89°58'24" West 262.94 feet; thence North 00°04'33" West 407.95 feet; thence Northwesterly 118.39 feet along the arc of a 522.50 foot radius curve to the left (center bears South 12°54'22" West and the chord bears North 83°35'06" West 118.13 feet with a central angle of 12°58'55"); thence South 89°55'27" West 20.84 feet; thence North 00°04'33" West 228.66 feet to the point of beginning. (aka proposed Mt. Rainier at Olympia Phase 1)

**EXHIBIT B**

LEGAL DESCRIPTION OF EASEMENT AREA

**[INSERT]**



**Mt. Rainier at Olympia Phase 1**

**Access and Public Utility Easement**

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 1,001.27 feet along the section line and South 846.81 feet from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 89°55'27" East 20.84 feet;  
thence Southeasterly 418.42 feet along the arc of a 587.50 foot radius curve to the right (center bears South 00°04'33" East and the chord bears South 69°40'23" East 409.63 feet with a central angle of 40°48'21");  
thence Northeasterly 22.55 feet along the arc of a 15.00 foot radius curve to the left (center bears North 40°43'48" East and the chord bears North 87°39'59" East 20.48 feet with a central angle of 86°07'38");  
thence North 44°36'10" East 124.44 feet;  
thence South 45°23'50" East 93.50 feet;  
thence South 44°36'10" West 126.16 feet;  
thence Southerly 22.89 feet along the arc of a 15.00 foot radius curve to the left (center bears South 45°23'50" East and the chord bears South 00°53'00" West 20.73 feet with a central angle of 87°26'19");  
thence South 42°50'10" East 168.78 feet;  
thence Southeasterly 143.85 feet along the arc of a 287.50 foot radius curve to the right (center bears South 47°09'50" West and the chord bears South 28°30'06" East 142.36 feet with a central angle of 28°40'07");  
thence South 14°10'03" East 72.24 feet;  
thence Southeasterly 72.39 feet along the arc of a 287.50 foot radius curve to the right (center bears South 75°49'57" West and the chord bears South 06°57'15" East 72.20 feet with a central angle of 14°25'36");  
thence South 00°15'33" West 234.51 feet;  
thence Southwesterly 117.38 feet along the arc of a 60.00 foot radius curve to the right (center bears North 89°58'39" West and the chord bears South 56°03'59" West 99.54 feet with a central angle of 112°05'15");  
thence Northwesterly 14.41 feet along the arc of a 20.00 foot radius curve to the left (center bears South 22°06'36" West and the chord bears North 88°32'01" West 14.10 feet with a central angle of 41°17'14");  
thence South 70°49'22" West 99.65 feet;  
thence Southwesterly 35.65 feet along the arc of a 187.50 foot radius curve to the right (center bears North 19°10'38" West and the chord bears South 76°16'10" West 35.59 feet with a central angle of 10°53'35");  
thence Southwesterly 5.89 feet along the arc of a 5.00 foot radius curve to the left (center bears South 08°17'03" East and the chord bears South 47°56'29" West 5.56 feet with a central angle of 67°32'56");  
thence South 71°43'45" West 76.50 feet;  
thence Northwesterly 109.45 feet along the arc of a 687.50 foot radius curve to the right (center bears North 81°02'45" East and the chord bears North 04°23'37" West 109.33 feet with a central angle of 09°07'16");

thence North 00°10'01" East 367.08 feet;  
 thence Northeasterly 101.71 feet along the arc of a 60.00 foot radius curve to the right  
 (center bears South 89°49'41" East and the chord bears North 48°44'03" East 89.96 feet with a  
 central angle of 97°07'27");  
 thence Northeasterly 3.99 feet along the arc of a 15.00 foot radius curve to the left  
 (center bears North 07°17'46" East and the chord bears North 89°41'03" East 3.97 feet with a  
 central angle of 15°13'27");  
 thence North 82°04'19" East 39.61 feet;  
 thence South 07°55'41" East 75.00 feet;  
 thence South 82°04'19" West 33.65 feet;  
 thence Southwesterly 21.44 feet along the arc of a 15.00 foot radius curve to the left  
 (center bears South 07°55'41" East and the chord bears South 41°07'10" West 19.66 feet with  
 a central angle of 81°54'18");  
 thence South 00°10'01" West 338.71 feet;  
 thence Southeasterly 9.36 feet along the arc of a 5.02 foot radius curve to the left  
 (center bears South 84°48'11" East and the chord bears South 48°16'12" East 8.06 feet with a  
 central angle of 106°56'00");  
 thence Northeasterly 14.61 feet along the arc of a 112.50 foot radius curve to the left  
 (center bears North 11°44'12" West and the chord bears North 74°32'35" East 14.60 feet with  
 a central angle of 07°26'26");  
 thence North 70°49'22" East 143.89 feet;  
 thence Northeasterly 8.62 feet along the arc of a 7.00 foot radius curve to the left  
 (center bears North 19°10'38" West and the chord bears North 35°32'27" East 8.09 feet with a  
 central angle of 70°33'49");  
 thence North 00°15'33" East 198.11 feet;  
 thence Northwesterly 53.49 feet along the arc of a 210.50 foot radius curve to the left  
 (center bears North 89°40'24" West and the chord bears North 06°57'12" West 53.35 feet with  
 a central angle of 14°33'36");  
 thence North 14°14'00" West 78.42 feet;  
 thence Northwesterly 12.37 feet along the arc of a 7.00 foot radius curve to the left  
 (center bears South 73°19'24" West and the chord bears North 67°19'18" West 10.83 feet with  
 a central angle of 101°17'24");  
 thence Southwesterly 83.06 feet along the arc of a 237.50 foot radius curve to the  
 right (center bears North 27°58'00" West and the chord bears South 72°03'10" West 82.64  
 feet with a central angle of 20°02'19");  
 thence North 07°55'41" West 75.00 feet;  
 thence Northeasterly 56.28 feet along the arc of a 162.50 foot radius curve to the left  
 (center bears North 07°55'41" West and the chord bears North 72°09'01" East 56.00 feet with  
 a central angle of 19°50'37");  
 thence Northeasterly 12.59 feet along the arc of a 7.00 foot radius curve to the left  
 (center bears North 27°46'17" West and the chord bears North 10°42'26" East 10.96 feet with  
 a central angle of 103°02'34");  
 thence Northwesterly 7.50 feet along the arc of a 212.50 foot radius curve to the left  
 (center bears South 49°11'09" West and the chord bears North 41°49'30" West 7.50 feet with  
 a central angle of 02°01'19");  
 thence North 42°50'10" West 224.72 feet;

thence Northwesterly 422.55 feet along the arc of a 512.50 foot radius curve to the left (center bears South 47°09'50" West and the chord bears North 66°27'21" West 410.68 feet with a central angle of 47°14'23");

thence South 89°55'27" West 20.84 feet;

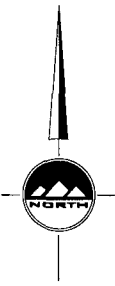
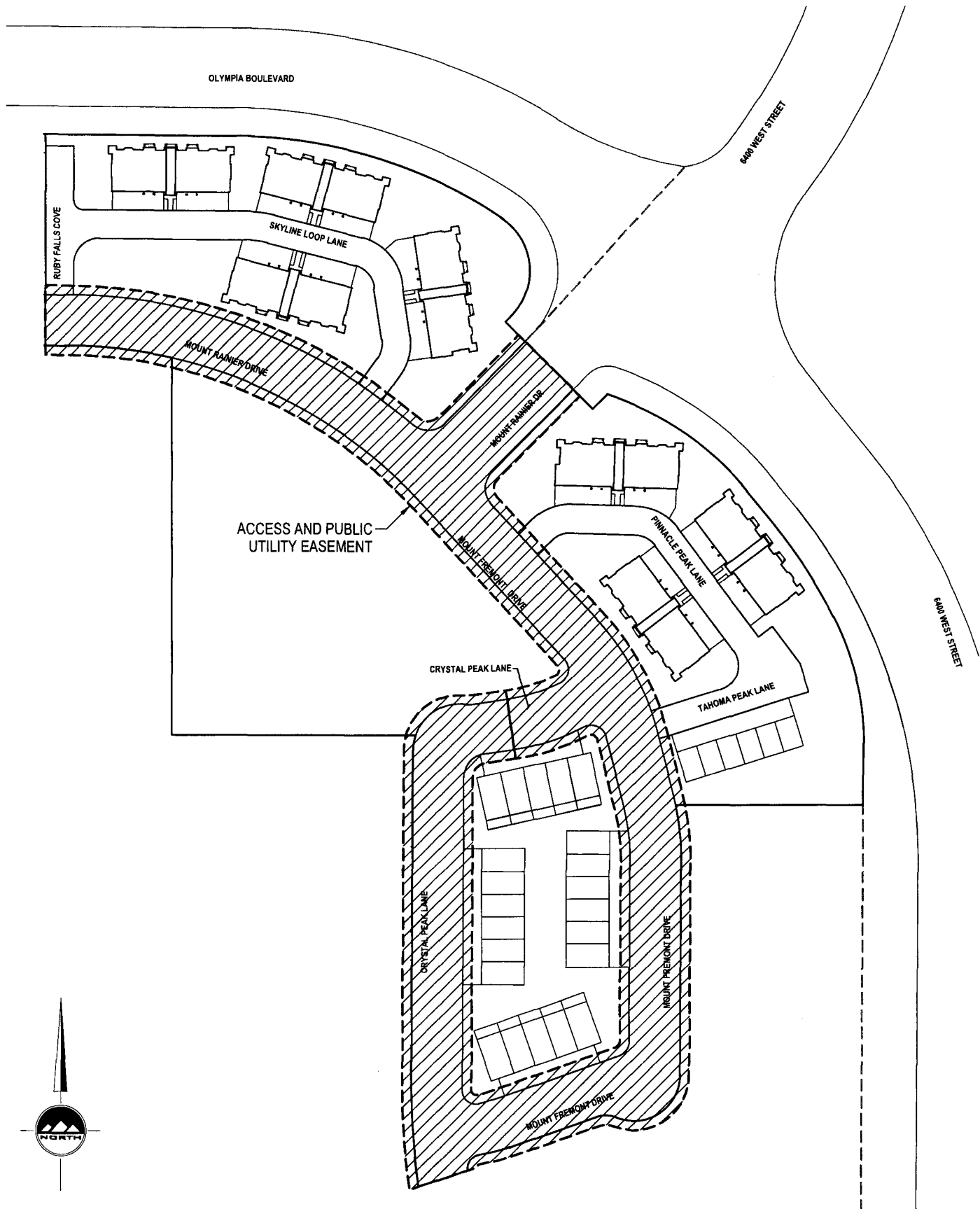
thence North 00°04'33" West 75.00 feet to the point of beginning.

Contains 166,726 Square Feet or 3.828 Acres

**EXHIBIT C**

DEPICTION OF EASEMENT AREA

**[INSERT]**



PROJECT NUMBER 11960C  
 PRINT DATE 2024-07-08  
 PROJECT MANAGER RQE  
 DESIGNED BY KFW

**1 OF 1**

**MT RAINIER AT OLYMPIA  
 PHASE 1**  
 6400 WEST 12700 SOUTH  
 HERRIMAN, UTAH  
**ACCESS AND PUBLIC UTILITY EASEMENT EXHIBIT**



SANDY  
 45 W 10000 S, Suite 500  
 Sandy, UT 84070  
 Phone: 801.255.0529  
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LAYTON Phone: 801.547.1100 TOOELE Phone: 435.843.3590 CEDAR CITY Phone: 435.865.1453 RICHFIELD Phone: 435.886.2983