

When Recorded Return to:  
Kick Creek, L.L.C.  
225 South 200 East #200  
Salt Lake City, UT 84111

14281584 B: 11514 P: 5211 Total Pages: 3  
08/29/2024 09:48 AM By: mpalmer Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To KICK CREEK, LLC  
225 SOUTH 200 EAST #200 SALT LAKE CITY, UT 84111



Affects Tax Parcel 20-26-176-002

## TEMPORARY ACCESS EASEMENT AGREEMENT

CW Copper Rim 1, LLC, a Utah limited liability company, GRANTOR, hereby grants and conveys unto Kick Creek, L.L.C., a Utah limited liability company, hereinafter referred to as GRANTEE, a temporary access easement, over and through the follow legal description (the “**Easement Area**”):

A part of the Northwest Quarter of Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian, located in West Jordan City, Salt Lake County, Utah, shown on the attached Exhibit “A” and being more particularly described as follows:

Beginning at a point located along the Easterly right of way line of Oquirrh Ridge Road, established by the Copper Rim – Phase 1B Final Plat, on file in the Salt Lake County Recorder’s Office as Entry No. 13353053, said point also being located N89°43’41”E 2499.84 feet along the 1/4 Section line and N0°16’19”W 71.27 feet from the West Quarter Corner of Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence N61°28’39”W 53.50 feet; thence N28°30’27”E 19.48 feet; thence Northerly along the arc of a non-tangent curve to the left having a radius of 223.25 feet (radius bears: N61°28’39”W) a distance of 113.45 feet through a central angle of 29°06’57” Chord: N13°57’52”E 112.23 feet; thence N00°35’36”W 64.42 feet; thence N89°24’24”E 171.73 feet to Warranty Deed Entry No. 12201020 on file in the Salt Lake County Recorder’s Office; thence continue along said deed S00°35’38”E 50.00 feet; thence S89°24’24”W 113.23 feet; thence along the arc of a curve to the left with a radius of 5.00 feet a distance of 7.85 feet through a central angle of 90°00’00” Chord: S44°24’24”W 7.07 feet; thence S00°35’36”E 9.42 feet; thence along the arc of a curve to the right with a radius of 276.75 feet a distance of 140.64 feet through a central angle of 29°06’57” Chord: S13°57’52”W 139.13 feet; thence S28°30’27”W 19.48 feet to the point of beginning.

By the temporary access easement (“**Easement**”) granted hereby, Grantee shall have all rights of vehicular and pedestrian ingress and egress reasonably necessary and convenient to and from the Grantee’s property adjoining the Easement Area and the public road(s) adjoining the Easement Area, over and across the Easement Area. This Easement grants surface rights only and does not include any rights to subsurface use, mineral extraction, utility access, or any other rights. This Easement shall be in effect from the recordation date of this Easement and shall terminate automatically upon the recordation of the Copper Rim Phase 4 final plat providing public access over and across the Easement Area or West Jordan City or another governmental authority otherwise accepts or consents to the dedication of the Easement Area as a public road. Upon the termination of this Easement, either party may record an affidavit or notice of termination of the Easement. The Grantee agrees to indemnify and hold harmless the Grantor from and against any and all claims, damages, losses, liabilities, judgments, and expenses (including reasonable attorney fees) arising out of or related to the Grantee’s or its agents’, invitees’ contractors’, licensees’, or employees’ (collectively, “**Permittees**”) use of the Easement Area, on account of injury to persons, loss of life, or damage to property resulting from the negligent or willful act or omission of the Grantee or its Permittees, or arising out of the

performance of any of the obligations set forth in this Easement, except to the extent such claims are due solely to the gross negligence or willful act or omission of the Grantor. Notwithstanding anything to the contrary contained in this Easement, each party shall be responsible to repair any damage to the Easement Area caused by said party, or such party's respective Permittees. *The Easement granted herein burdens the Easement Area and benefits and is appurtenant to the property of the Grantee, and shall run with the land and shall be binding on and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, devisee and legal representatives and shall not be terminated by merger of title.*

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this 28<sup>th</sup> day of ~~May~~<sup>August</sup>, 2024.

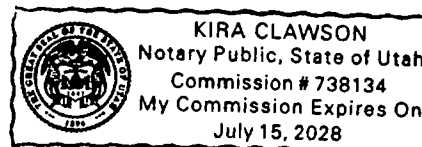
CW Copper Rim 1, LLC, a Utah limited liability company

By: [Signature]  
Its: \_\_\_\_\_

STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF Davis )

The foregoing instrument was acknowledged before me on the 28<sup>th</sup> day of August, 2024, by Colin H. Wright the Manager of CW Copper Rim 1, LLC, a Utah limited liability company.

[Signature]  
Notary Public



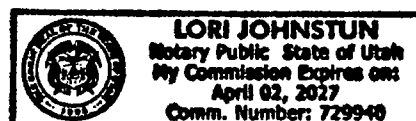
Kick Creek, L.L.C., a Utah limited liability company

By: [Signature]  
Barrett Peterson, Manager

STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me on the 28<sup>th</sup> day of August, 2024, by Barrett Peterson the Manager of Kick Creek, L.L.C., a Utah limited liability company.

[Signature]  
Notary Public



## EXHIBIT "A"

