

186935-CPI

When Recorded, Return To:

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

14349867 B: 11552 P: 106 Total Pages: 10
02/21/2025 03:49 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 No(s): 26-34-226-079, 26-34-276-024

TEMPORARY ACCESS, UTILITY, AND CONSTRUCTION EASEMENT AGREEMENT

This *Temporary Access, Utility, and Construction Easement Agreement* (“**Agreement**”) is entered into this 20th day of February, 2025 (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

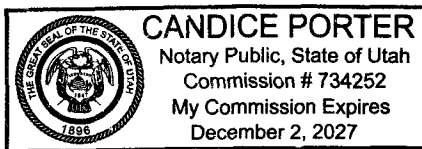
OLYMPIA RANCH 4, LLC, a Utah limited liability company



By: Ryan Button, Manager

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 20 day of February, 2025, 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.

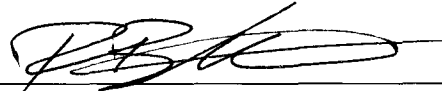



Notary Public

SEAL:

GRANTEE

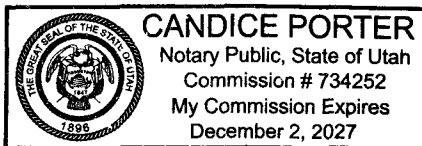
OLYMPIA RANCH, LLC, a Utah limited liability company



By: Ryan Button, Manager

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this 20 day of February, 2025, 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
PROPERTY DESCRIPTION

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, being 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 00°04'33" East 228.66 feet; thence North 89°55'27" East 20.84 feet; thence Southeasterly 118.39 feet along the arc of a 522.50 foot radius curve to the right (center bears South 00°04'33" East and the chord bears South 83°35'06" East 118.13 feet with a central angle of 12°58'55"); thence South 00°04'33" East 407.83 feet; thence West 90.58 feet; thence Southwesterly 16.40 feet along the arc of a 50.00 foot radius curve to the right (center bears North 62°58'34" West and the chord bears South 36°25'05" West 16.32 feet with a central angle of 18°47'17"); thence Southwesterly 19.92 feet along the arc of a 25.00 foot radius curve to the left (center bears South 44°11'17" East and the chord bears South 22°59'22" West 19.39 feet with a central angle of 45°38'42"); thence South 00°10'01" West 38.62 feet; thence South 89°59'44" West 220.00 feet; thence North 00°10'01" East 70.38 feet; thence South 89°52'17" West 47.00 feet; thence Northwesterly 26.75 feet along the arc of a 17.00 foot radius curve to the left (center bears North 89°49'59" West and the chord bears North 44°55'08" West 24.08 feet with a central angle of 90°10'17"); thence South 89°59'44" West 81.24 feet; thence South 00°10'11" West 7.52 feet to the Southeast Corner of the Northwest Quarter of the Northeast Quarter of said Section 34, monumented with a rebar and cap stamped 5251295, said point being on the established boundary line per the Boundary Line Acknowledgment, recorded March 9, 2020 as Entry No. 13212816 in Book 10907 at Pages 6169-6202 in the Office of the Salt Lake County Recorder; thence North 89°31'34" West 249.93 feet along the 1/16 section line and said established boundary; thence North 464.12 feet; thence South 89°32'10" East 70.97 feet; thence Northeasterly 26.86 feet along the arc of a 17.00 foot radius curve to the left (center bears North 00°27'50" East and the chord bears North 45°11'38" East 24.15 feet with a central angle of 90°32'23"); thence North 00°04'33" West 160.87 feet; thence South 89°32'10" East 495.98 feet to the point of beginning.

Tax Id No.: 26-34-226-079 and 26-34-276-024

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

Mt. Rainier at Olympia Phase 2

PTE No. 1

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 1,424.46 feet along the section line and South 683.40 feet from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°04'33" East 160.64 feet;
thence Southeasterly 11.00 feet along the arc of a 7.00 foot radius curve to the left (center bears North 89°55'27" East and the chord bears South 45°04'33" East 9.90 feet with a central angle of 90°00'00");
thence North 89°55'27" East 436.80 feet;
thence Southeasterly 5.20 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 89°49'20" East 5.20 feet with a central angle of 00°30'26");
thence South 00°04'33" East 75.00 feet;
thence Northwesterly 5.20 feet along the arc of a 512.50 foot radius curve to the left (center bears South 00°30'20" West and the chord bears North 89°47'07" West 5.20 feet with a central angle of 00°34'53");
thence South 89°55'27" West 436.80 feet;
thence Southwesterly 11.00 feet along the arc of a 7.00 foot radius curve to the left (center bears South 00°04'33" East and the chord bears South 44°55'27" West 9.90 feet with a central angle of 90°00'00");
thence South 00°04'33" East 313.77 feet;
thence Southeasterly 10.98 feet along the arc of a 7.00 foot radius curve to the left (center bears North 89°54'58" East and the chord bears South 45°02'54" East 9.89 feet with a central angle of 89°55'43");
thence North 89°59'44" East 419.17 feet;
thence Southeasterly 117.72 feet along the arc of a 60.00 foot radius curve to the right (center bears South 00°00'16" East and the chord bears South 33°47'45" East 99.73 feet with a central angle of 112°25'03");
thence South 89°58'24" West 11.01 feet;
thence Southwesterly 16.21 feet along the arc of a 50.00 foot radius curve to the right (center bears North 62°45'55" West and the chord bears South 36°31'24" West 16.14 feet with a central angle of 18°34'38");
thence Southwesterly 19.92 feet along the arc of a 25.00 foot radius curve to the left (center bears South 44°11'17" East and the chord bears South 22°59'22" West 19.39 feet with a central angle of 45°38'42");

thence South 00°10'01" West 38.62 feet;
 thence South 89°59'44" West 65.00 feet;
 thence North 00°10'01" East 70.31 feet;
 thence Northwesterly 11.02 feet along the arc of a 7.00 foot radius curve to the left
 (center bears North 89°49'59" West and the chord bears North 44°55'08" West 9.91 feet with a
 central angle of 90°10'17");
 thence South 89°59'44" West 131.00 feet;
 thence Southwesterly 10.92 feet along the arc of a 7.00 foot radius curve to the left
 (center bears South 00°00'16" East and the chord bears South 45°17'32" West 9.85 feet with a
 central angle of 89°24'22");
 thence South 89°52'17" West 57.00 feet;
 thence Northwesterly 9.68 feet along the arc of a 17.00 foot radius curve to the left
 (center bears North 89°49'59" West and the chord bears North 16°09'10" West 9.55 feet with a
 central angle of 32°38'22");
 thence North 89°31'41" West 95.60 feet;
 thence South 00°10'11" West 0.44 feet to the Southeast Corner of the Northwest
 Quarter of the Northeast Quarter of said Section 34, monumented with a rebar and cap
 stamped "5251295, said point being on the established boundary line per the Boundary Line
 Acknowledgment, recorded March 9, 2020 as Entry No. 13212816 in Book 10907 at Pages
 6169-6202 in the Office of the Salt Lake County Recorder;
 thence North 89°31'34" West 161.18 feet along the 1/16 section line and said
 established boundary;
 thence North 00°04'33" West 392.30 feet;
 thence Northwesterly 26.54 feet along the arc of a 17.00 foot radius curve to the left
 (center bears South 89°55'27" West and the chord bears North 44°48'22" West 23.93 feet with
 a central angle of 89°27'37");
 thence North 89°32'10" West 71.36 feet;
 thence North 55.00 feet;
 thence South 89°32'10" East 70.97 feet;
 thence Northeasterly 26.86 feet along the arc of a 17.00 foot radius curve to the left
 (center bears North 00°27'50" East and the chord bears North 45°11'38" East 24.15 feet with a
 central angle of 90°32'23");
 thence North 00°04'33" West 160.87 feet;
 thence South 89°32'10" East 73.00 feet to the point of beginning.

Contains 126,632 Square Feet or 2.907 Acres

DEPICTION OF EASEMENT AREA

