

186759-CPI

When Recorded, Return To:

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

Parcel Nos.: 26-26-301-013

14378343 B: 11567 P: 8018 Total Pages: 10  
04/30/2025 01:52 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

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## TEMPORARY ACCESS, UTILITY, AND CONSTRUCTION EASEMENT AGREEMENT

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This *Temporary Access, Utility, and Construction Easement Agreement* (“**Agreement**”) is entered into this 30 day of April, 2025 (the “**Effective Date**”), by and between **OLYMPIA RANCH, LLC**, a Utah limited liability company (“**Grantor**”), and **OLYMPIA LAND, 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 intends to develop, or intends that Grantee’s successors and assigns may develop, property adjacent to Grantor’s Property as residential or mixed-use subdivisions (“**Project**”).

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 Project.

### 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 Project), 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 Project.

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.

c. 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 Project. Grantee may assign to one or more owners of parcels comprising the Project 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, LLC, a Utah limited liability company


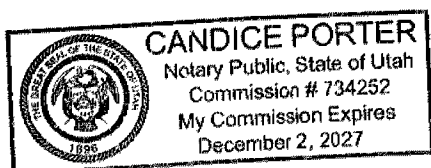


By: Ryan Button, Manager

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On this 30 day of April, 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.

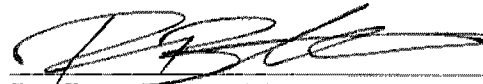


Notary Public

SEAL:

**GRANTEE**

OLYMPIA LAND, LLC, a Utah limited liability company

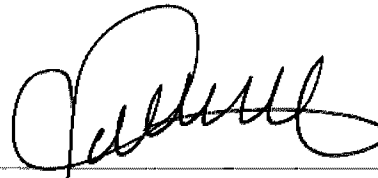
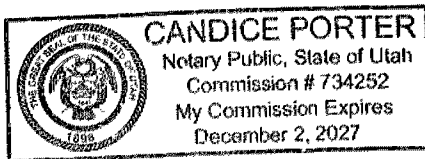


By: Ryan Button, Manager

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

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WITNESS my hand and official seal.



Notary Public

SEAL:

## EXHIBIT A

### LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

A parcel of land situate in the Southwest Quarter of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being North 89°59'04" West 1,219.24 feet along the section line and South 3,258.95 feet from the North Quarter corner of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 00°08'37" West 599.22 feet; thence Northwesterly 53.54 feet along the arc of a 973.50 foot radius curve to the right (center bears North 13°30'24" East and the chord bears North 74°55'04" West 53.53 feet with a central angle of 03°09'03"); thence South 00°08'37" West 235.17 feet; thence South 89°56'19" West 716.87 feet; thence North 00°03'41" West 198.00 feet; thence North 89°56'19" East 38.30 feet; thence North 00°08'37" East 371.33 feet; thence Northeasterly 110.54 feet along the arc of a 650.00 foot radius curve to the left (chord bears North 11°21'15" West and the chord bears North 73°46'26" East 110.41 feet with a central angle of 09°44'39"); thence North 68°54'07" East 239.17 feet; thence North 30°01'34" East 95.27 feet; thence North 63°46'43" East 86.94 feet; thence North 83°01'16" East 109.31 feet; thence North 89°44'58" East 168.33 feet to the point of beginning. (aka Proposed Teton Ranch Phase 4A)

## **EXHIBIT B**

### **LEGAL DESCRIPTION OF EASEMENT AREA**

A parcel of land situate in the Southwest Quarter of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being North 89°59'04" West 1,220.72 feet along the section line and South 3,847.88 feet from the North Quarter Corner of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°08'37" West 10.28 feet;

thence North 74°55'04" West 53.53 feet;

thence South 00°08'37" West 65.54 feet;

thence Northwesterly 18.63 feet along the arc of a 1,036.50 foot radius curve to the right (center bears North 15°37'41" East and the chord bears North 73°51'26" West 18.63 feet with a central angle of 01°01'47");

thence Southwesterly 227.36 feet along the arc of a 337.00 foot radius curve to the left (center bears South 16°39'28" West and the chord bears South 87°19'50" West 223.07 feet with a central angle of 38°39'15");

thence Southwesterly 156.96 feet along the arc of a 410.00 foot radius curve to the right (center bears North 21°59'48" West and the chord bears South 78°58'15" West 156.01 feet with a central angle of 21°56'06");

thence South 89°56'19" West 323.60 feet;

thence North 00°03'41" West 63.00 feet;

thence North 89°56'19" East 38.30 feet;

thence North 00°08'37" East 10.00 feet;

thence North 89°56'19" East 285.26 feet;

thence Northeasterly 129.02 feet along the arc of a 337.00 foot radius curve to the left (center bears North 00°03'41" West and the chord bears North 78°58'15" East 128.23 feet with a central angle of 21°56'06");



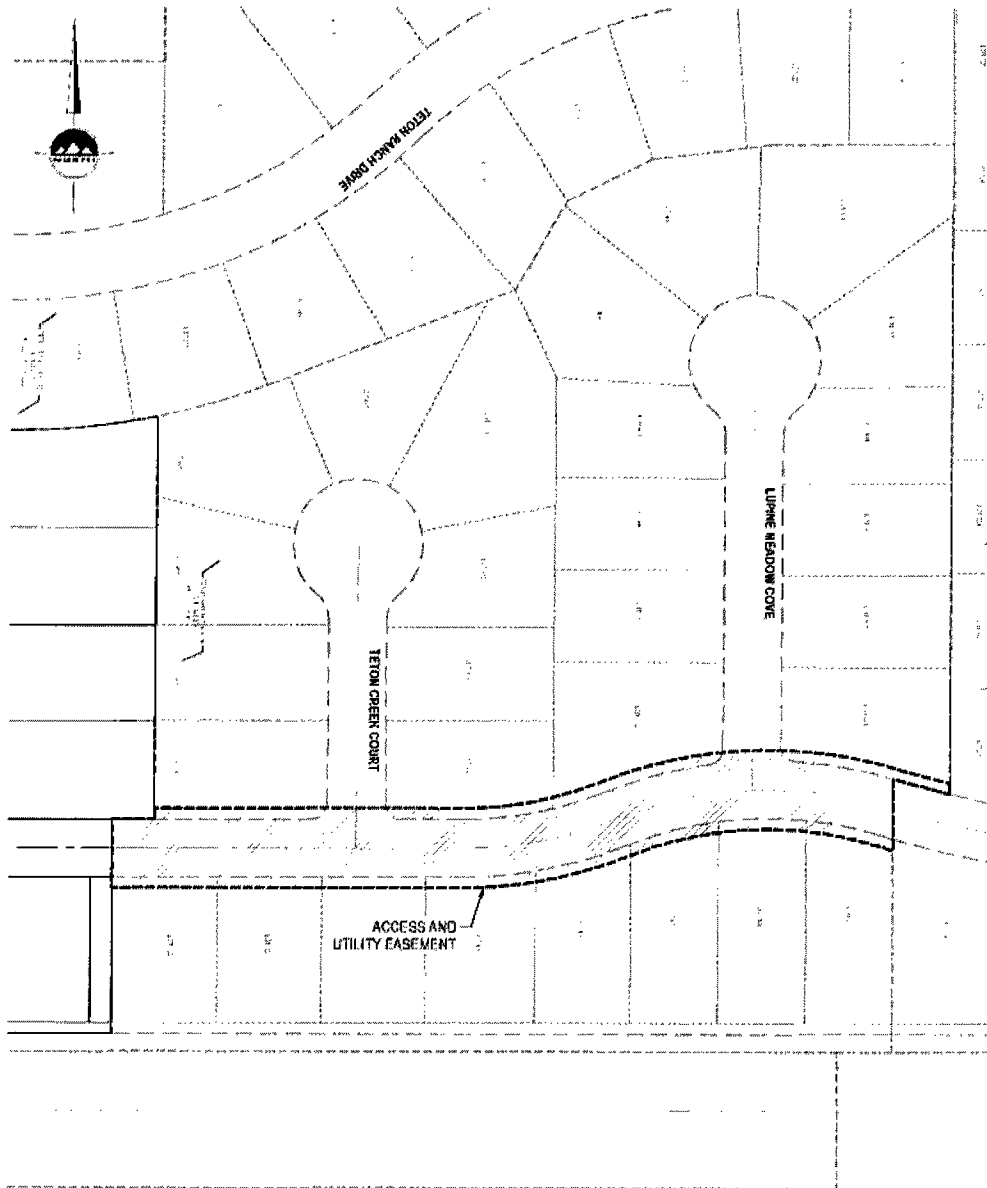
thence Northeasterly 276.60 feet along the arc of a 410.00 foot radius curve to the right (center bears South 21°59'48" East and the chord bears North 87°19'50" East 271.39 feet with a central angle of 38°39'15");


thence Southeasterly 50.61 feet along the arc of a 963.50 foot radius curve to the left (center bears North 16°39'28" East and the chord bears South 74°50'49" East 50.61 feet with a central angle of 03°00'35") to the point of beginning.

Contains 53,167 Square Feet or 1.221 Acres

# EXHIBIT C

## DEPICTION OF EASEMENT AREA



PROJECT NO. 4911-5375-5958	PROJECT DATE 2015-06-18	<b>TETON RANCH</b> <b>PHASE 4B</b> 6200 WEST 12300 SOUTH HERRIMAN, UTAH <b>ACCESS AND UTILITY EASEMENT EXHIBIT</b>		SHEET NO. 4911-5375-5958
1 OF 1	DRAWN BY J. L. HARRIS			CHECKED BY J. L. HARRIS