

When recorded return to:

B&H Land Holdings, LLC
10769 South Rippling Bay
South Jordan, UT 84009
Attn: Brandon Harrison

Tax Parcel No. 59-034-0003

ACCESS AND UTILITIES EASEMENT AGREEMENT

This ACCESS AND UTILITIES EASEMENT AGREEMENT (this "Easement Agreement") is made this November 8, 2021 (the "Effective Date"), and is entered into by and between CENTURY LAND HOLDINGS OF UTAH, LLC, a Utah limited liability company ("Grantor") and B&H LAND HOLDINGS, LLC, a Utah limited liability company ("Grantee"). Grantor and Grantee are sometimes referred to herein collectively as the "Parties".

RECITALS

A. Grantor is the owner of fee title to certain real property situated in the City of Eagle Mountain, Utah County, Utah, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Grantor Property").

B. Grantee is the owner of fee title to certain real property adjacent to the Grantor Parcel in the City of Eagle Mountain, Utah County, Utah, as more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Grantee Property").

C. Grantor intends to develop the Grantor Property as a single-family residential subdivision, which subdivision is anticipated to be developed as approximately depicted on the concept plan (the "Concept Plan") attached hereto as Exhibit "C" and incorporated herein by this reference. Grantor's development of the Grantor Property includes the design and construction of certain roadway and utilities improvements (including, without limitation, paving, sidewalks, curb and gutter, utilities and/or other related improvements (collectively, the "Roadway Improvements"). The location of the Roadway Improvements are approximately depicted on the Concept Plan.

D. The Grantee Property is shown on the Concept Plan as the "Business Campus".

E. Grantor desires to grant to Grantee for the use and benefit of Grantee, and its successors and assigns, an easement for access to and from the Grantee Property, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are incorporated into and made a part of this Easement Agreement.

2. Grantor hereby grants to Grantee for the use and benefit of Grantee, and its successors and

assigns, a perpetual, non-exclusive easement (the “**Easement**”) appurtenant to the Grantee Property, upon, over, and across that portion of Grantor Property known as “Street A” and “Street B” as approximately depicted on **Exhibit D**, which is attached hereto and incorporated herein (the “**Easement Area**”), for the purposes of vehicular and pedestrian access (including, but not limited to, ingress and egress) to and from Aviator Avenue and the Grantee Property, and for the placement, installation, use, and operation of underground utilities lines. The Easement granted hereunder shall be for the use and benefit of Grantee and its successors, assigns, affiliates, together with their employees, agents, engineers, surveyors, contractors, subcontractors and representatives, for the purposes of (A) (i) design, construction, maintenance, operation, repair and/or replacement of the Roadway Improvements within the Easement Area, (ii) the design, construction, installation, maintenance, operation, repair and/or replacement of any and all necessary or convenient utility lines, facilities and other related improvements (including, without limitation, water, sewer, gas, electricity, fiber optic, telephone, cable television and internet) within the Easement Area, and (iii) vehicular and pedestrian access (including, but not limited to, ingress and egress) and (B) a temporary non-exclusive easement over, upon and across the Grantor Property for the purpose of entering upon the Grantor Property and/or staging or storing construction equipment or materials on the Grantor Property as may be reasonably necessary or appropriate in connection with Grantee’s development of the Grantee Property (including, without limitation, the homes and other improvements to be constructed thereon) and/or the construction of the Roadway Improvements.

3. The parties acknowledge and agree that the Easement Area described and depicted herein is the current anticipated alignment for the Easement (together with the Roadway Improvements). However, Grantor is in the preliminary stages of preparing, submitting, processing and obtaining final approval of a preliminary and final subdivision plats and plans for the Grantor Property from the City of Eagle Mountain and other applicable governmental authorities (collectively, the “**Subdivision Plat Documents**”). As such, the Parties acknowledge and understand that the final alignment of the Easement (together with the location of the Roadway Improvements to be constructed therein) may be changed or adjusted during the final approval process of the Subdivision Plat Documents. Therefore, notwithstanding anything to the contrary contained herein, Grantor shall have the unilateral right to relocate and modify the Easement Area as reasonably necessary so that the alignment of the Easement Area conforms with the alignment of the Roadway Improvements set forth in the final Subdivision Plat Documents. In addition, the Parties acknowledge and agree that upon final approval of the Subdivision Plat Documents by the City of Eagle Mountain and other applicable governmental authorities and the recordation of same, the Easement Area set forth herein shall automatically be deemed and construed to have relocated to reflect the alignment and locations of the Roadway Improvements as set forth in the final Subdivision Plat Documents.

4. Grantor and its successors and assigns shall have the right to pave, upgrade and improve the Easement Area with roadways, utilities, bridge structures and other improvements (as necessary or convenient), in its sole and absolute discretion.

5. Grantee acknowledges and agrees that Grantor may assign, delegate or dedicate the Easement Area, in whole or in part, for the benefit of the public, to the City of Eagle Mountain, Utah (the “**City**”), any governmental or quasi-governmental authority, any utility company, and/or any homeowners’ association (together with the members of such homeowners’ association and such members’ lessees, family members, guests, invitees and licensees) having jurisdiction over the Grantor Property (or any portion thereof) at any time after the recordation of this Easement Agreement. Any of the foregoing entities shall herein be referred to as a “**Qualified Easement Recipient**”. Grantee, and its successors and assigns, hereby agree to promptly convey and grant to a Qualified Easement Recipient their interest to the Easement Area (or any portion thereof) if required by such Qualified Easement Recipient and upon reasonable written notice to Grantee, or its successors and assigns, from Grantor, or its successors and assigns. Grantee, and its successors and assigns, further agree to promptly execute and acknowledge (if applicable) any and all

documents and instruments reasonably necessary to accomplish any of the foregoing.

6. Notwithstanding anything to the contrary herein, the Easement shall not expire or otherwise terminate (except by written agreement of the Parties hereto) until occurrence of the dedication of the Easement Area to a Qualified Easement Recipient, provided that such entity is unconditionally obligated to cause the continued operation, maintenance, repair and/or replacement of the roadways underlying the Easement for the benefit of the owners of the Grantee Property. Notwithstanding the foregoing or anything else to the contrary contained herein, upon the recordation of a final plat, map of dedication, site plan or similar instrument covering all or a portion of the Easement Area and pursuant to which all or a portion of the Easement Area is dedicated to the City or another Qualified Easement Recipient, this Easement Agreement (and the Easement granted to Grantee hereunder) shall automatically terminate with respect to the portion of the Easement Area that is included on and dedicated to the City or other Qualified Easement Recipient pursuant to such recorded final plat, map of dedication or site plan.

7. This Easement Agreement shall take effect only upon its recordation in the Official Records of Utah County, Utah.

8. Notwithstanding the use of the terms "Grantor" and "Grantee" in this Easement Agreement, all provisions of this Easement Agreement shall run with the land and shall be binding upon Grantor, Grantee, and their respective successors and assigns.

9. This Easement Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

10. This Easement Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

[Signature and Acknowledgement Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement as of the Effective Date set forth above.

GRANTOR:

CENTURY LAND HOLDINGS OF UTAH, LLC,
a Utah limited liability company

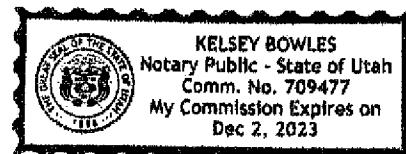
By: D L D
Name: David Vitek
Its: Vice President

STATE OF Utah)
COUNTY OF Salt Lake)ss.

On this 8th day of November, 2021, before me a Notary Public personally appeared David Vitek, as Vice President of CENTURY LAND HOLDINGS OF UTAH, LLC, a Utah limited liability company, for and on behalf of such limited liability company.

Kelsey Bowles
Notary Public

My Commission Expires:
Dec 2, 2023

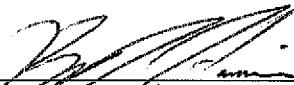


[Grantee's Signature and Acknowledgement Follows]

Signature and Acknowledgement Pages to Easement Agreement

GRANTEE:

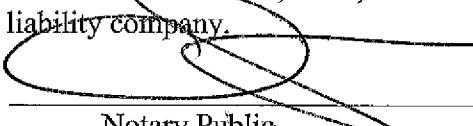
B&H LAND HOLDINGS, LLC,
a Utah limited liability company

By: 
Name: Brandon Harrison
Its: Principle

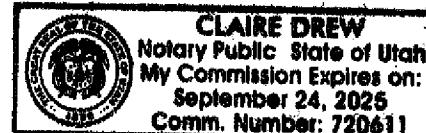
By: _____
Name: Rob Beeson
Its: Partner

STATE OF Utah)
COUNTY OF Salt Lake)ss.

On this 8th day of November, 2021, before me a Notary Public personally appeared Brandon Harrison, as Principle of B&H LAND HOLDINGS, LLC, a Utah limited liability company, for and on behalf of such limited liability company.


Notary Public

My Commission Expires:
9/24/25



STATE OF _____)
COUNTY OF _____)ss.

On this _____ day of _____, 2021, before me a Notary Public personally appeared Rob Beeson, as Partner of B&H LAND HOLDINGS, LLC, a Utah limited liability company, for and on behalf of such limited liability company.

Notary Public

My Commission Expires:

GRANTEE:

B&H LAND HOLDINGS, LLC,
a Utah limited liability company

By: _____

Name: Brandon Harrison

Its: Principle

By:  _____

Name: Rob Beeson

Its: Partner

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 2021, before me a Notary Public personally appeared Brandon Harrison, as Principle of B&H LAND HOLDINGS, LLC, a Utah limited liability company, for and on behalf of such limited liability company.

Notary Public

My Commission Expires;

STATE OF Missouri)
COUNTY OF Platte,)
ss.

On this 8 day of November, 2021, before me a Notary Public personally appeared Rob Beeson, as Partner of B&H LAND HOLDINGS, LLC, a Utah limited liability company, for and on behalf of such limited liability company.

MCKENZIE BRACKEN
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR PLATTE COUNTY
MY COMMISSION EXPIRES SEP. 30, 2025
Basement Apartment #218098218

Signature and Acknowledgement Pages to Each

**EXHIBIT A
TO
EASEMENT AGREEMENT**

Legal Description of the Grantor Property

PROPOSED SINGLE FAMILY RESIDENTIAL PARCEL

Beginning at a point located along the Quarter Section line N00°51'42"E 275.02 feet from the South 1/4 Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence N89°49'55"W 2,185.05 feet; thence N00°10'05"E 1,298.14 feet; thence N89°42'57"E 2,201.04 feet to the Quarter Section line; thence along the Quarter Section line S00°51'42"W 1,315.62 feet to the point of beginning.

Contains: 2,865,815 square feet or 65.79 acres+/-

**EXHIBIT B
TO
EASEMENT AGREEMENT**

Legal Description of the Grantee Property

PROPOSED BUSINESS CAMPUS

Beginning at a point located along the Quarter Section line N00°51'42"E 1,590.64 feet from the South 1/4 Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence S89°42'57"W 2,506.26 feet; thence S37°49'41"W 241.28 feet to the west line of said Section 2; thence along the Section line N00°21'37"E 1,261.03 feet to the West 1/4 Corner of said Section 2; thence along the Quarter Section line N89°42'46"E 2,662.42 feet to the Center of said Section 2; thence along the Quarter Section line S00°51'42"W 1,071.46 feet to the point of beginning.

Contains: 2,860,838 square feet or 65.68 acres+/-

EXHIBIT C
TO
EASEMENT AGREEMENT

Depiction of the Concept Plan for the Grantor Property

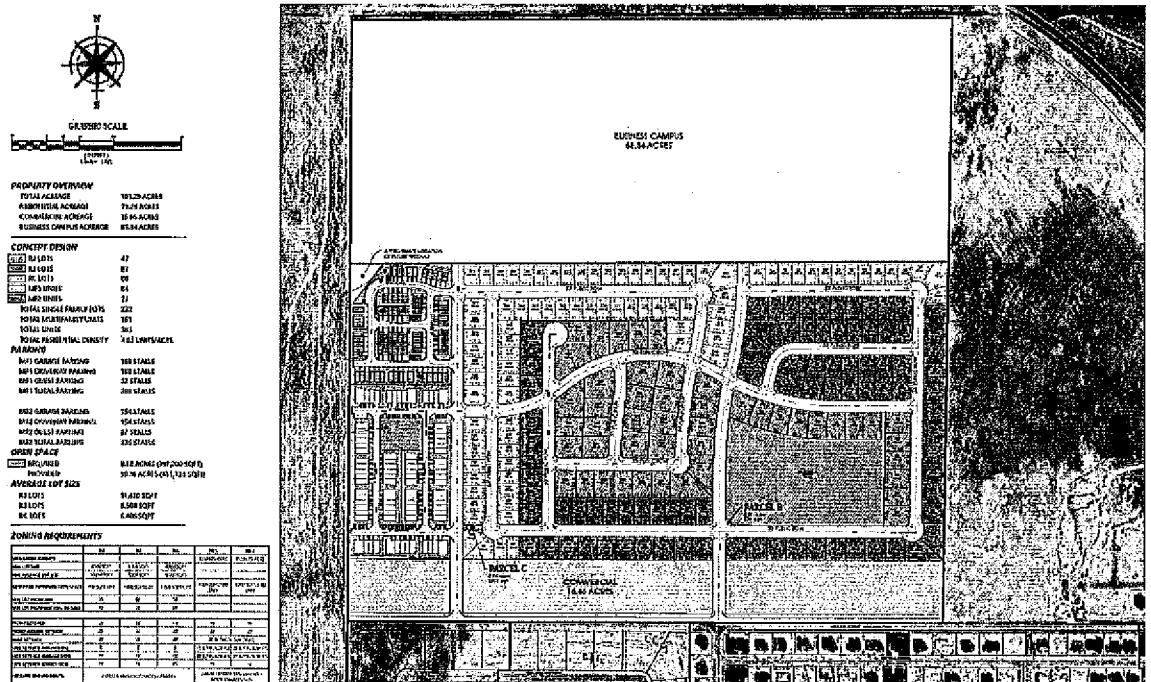


EXHIBIT D
TO
EASEMENT AGREEMENT

Approximate Depiction of the Easement Area

The Easement Area is approximately depicted as those certain roadways running north and south and identified as "Street A" and "Street B" in the following depiction:

