

ENT 197009 : 2021 PG 1 of 13
Andrea Allen
Utah County Recorder
2021 Nov 24 08:43 AM FEE 40.00 BY KR
RECORDED FOR US Title Insurance Agency
ELECTRONICALLY RECORDED

When recorded return to:

Snell & Wilmer, L.L.P.
15 W. South Temple, Suite 1200
Salt Lake City, UT 84101
Attention: Bart Page

Tax Parcel No. 59-034-0003

ROADWAY, UTILITY, AND TEMPORARY CONSTRUCTION
EASEMENTS AGREEMENT

This ROADWAY, UTILITY, AND TEMPORARY CONSTRUCTION EASEMENTS AGREEMENT (this "Easements Agreement") is made this November 8, 2021, and is entered into by and between B&H LAND HOLDINGS, LLC, a Utah limited liability company ("Grantor") and CENTURY LAND HOLDINGS OF UTAH, 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 and more particularly described and depicted on Exhibit A attached hereto and incorporated herein by this reference (the "Entire Property").

B. The Entire Property is anticipated to be subdivided and developed as commercial, single-family residential, multi-family residential, and a business campus, as approximately depicted on Exhibit B attached hereto and incorporated herein.

C. Grantee is under contract to purchase the single-family and multi-family residential portions of the Entire Property from Grantor, which real property is more particularly described on Exhibit C attached hereto and incorporated herein (the "Grantee Property"), and as approximately depicted on Exhibit B. The remaining portions of real property within the Entire Property are more particularly described on Exhibit D attached hereto and incorporated herein (the "Grantor Property"), and are also approximately depicted on Exhibit B.

D. Grantor desires to grant to Grantee for the use and benefit of Grantee and its successors, assign and affiliates, together with their employees, agents, engineers, surveyors, contractors, subcontractors and representatives, the Easements (as defined below) upon, over, across and under the Grantor Property and the Easement Area (as defined below) for the purposes stated in this Easements Agreement and 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 Easements Agreement.

2. Grantor hereby grants to Grantee for the use and benefit of Grantee and its successors, assigns, affiliates, together with their employees, agents, engineers, surveyors, contractors, subcontractors

and representatives, (A) a perpetual non-exclusive easement appurtenant to the Grantee Property, upon, over, across and under that certain portion of Grantor Property more particularly described on Exhibit E and depicted on Exhibits E-1 and E-2 attached hereto and incorporated herein (the “**Roadway Easement Area**”), for the purposes of (i) the design, construction, maintenance, operation, repair and/or replacement of certain roadway improvements (including, without limitation, paving, sidewalks, curb and gutter, drainage facilities, landscaping and/or other related improvements (collectively, 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 (collectively, the “**Utilities**”)) within the Easement Area, as determined by Grantee in its sole and absolute discretion, and (iii) vehicular and pedestrian access (including, but not limited to, ingress and egress) to and from Aviator Avenue and the Grantee Property (collectively, the “**Roadway Construction Easements**”), 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 and Utilities within the Roadway Construction Easements (collectively, the “**Temporary Construction Easement**”). The Roadway Construction Easements and the Temporary Construction Easement may be referred to herein collectively as the “**Easements**”.

3. The parties acknowledge and agree that the Easement Area provided and described herein is the current anticipated alignment for the Roadway Construction Easements (together with the Roadway Improvements and Utilities to be constructed therein). However, Grantee is in the preliminary stages of preparing, submitting, processing and obtaining final approval of a preliminary and final subdivision plats and plans for the Grantee 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 these Roadway Construction Easements (together with the location of the Roadway Improvements and Utilities 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, Grantee shall have the unilateral right to relocate and modify the Roadway Easement Area as reasonably necessary so that the alignment of the Roadway Easement Area conforms with the alignment of the Roadway Improvements and Utilities 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 Roadway Easement Area set forth herein shall automatically be deemed and construed to have relocated to reflect the alignment and locations of the Roadway Improvements and Utilities as set forth in the final Subdivision Plat Documents.

4. Grantee and its successors and assigns shall have the right to pave, upgrade and improve the Roadway Easement Area with roadways, utilities, bridge structures and other improvements (as necessary or convenient). Additionally, Grantor, and its successors and assigns, hereby grant to Grantee, its successors and assigns, and their agents, employees, representatives, surveyors, engineers, contractors and subcontractors a right of entry and temporary construction easement on any of Grantor Property for so long as reasonably necessary to permit the construction of any roadway and/or utility improvements contemplated by this Easements Agreement or the development of the Grantee Property.

5. Grantee’s rights hereunder may be assigned, delegated or dedicated in whole or in part, for the benefit of the public, to the City of Eagle Mountain, Utah, 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 Grantee Property (or any portion thereof) at any time after the recordation of this Easements Agreement. Any of the foregoing entities shall herein be referred to as a "**Qualified Easement Recipient**". Grantor, and its successors and assigns, hereby agree to promptly convey and grant to a Qualified Easement Recipient their fee interest to the portions of roadways or utilities in the Easement Area (or any portion thereof) if required by such Qualified Easement Recipient and upon reasonable written notice to Grantor or its successors and assigns from Grantee or its successors and assigns. Grantor, 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 Easements shall not expire or otherwise terminate (except by written agreement of the Parties hereto) until (i) occurrence of the dedication of the Roadway 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 and utility lines constructed pursuant to the Roadway Construction Easements for the benefit of the owners of the Grantee Property, and (ii) Grantee has completed its development of the Grantee Property.

7. Grantor represents that no liens or obligations to sell or encumber any portion of the Grantor Property exist other than those held by persons and/or entities consenting to this Easements Agreement.

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

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

10. This Easements 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.

11. This Easements 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 Easements Agreement as of the date set forth above.

GRANTOR:

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

By: 
Name: Brandon Harrison
Its: Principle

By: _____
Name: Rob Beeson
Its: Partner

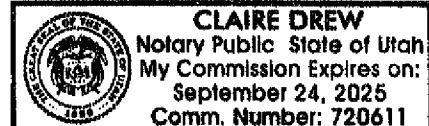
STATE OF Utah)
COUNTY OF Salt Lake)ss.

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's Signature and Acknowledgement Follows]

Signature and Acknowledgment Pages to Easements Agreement

IN WITNESS WHEREOF, the undersigned have executed this Easements Agreement as of the date set forth above.

GRANTOR:

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

By: _____

Name: Brandon Harrison
Its: Principle

By: Rob Beeson
Name: Rob Beeson
Its: Partner

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)

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.

My Commission Expires:

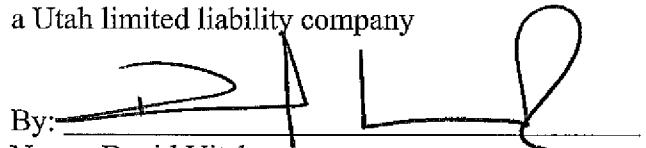
Sep 30, 2025

MY COMMISSION EXPIRES SEP. 30, 2025

MCKENZIE BRACKEN
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR PLATTE COUNTY
MY COMMISSION EXPIRES SEP. 30, 2025
Print Follows ID #21608719

GRANTEE:

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

By: 

Name: David Vitek
Its: Vice President

STATE OF Utah)
COUNTY OF Salt Lake)ss.

On this 9th 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

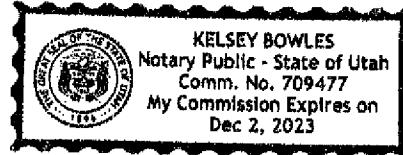


EXHIBIT A
TO
EASEMENTS AGREEMENT

Legal Description and Depiction of the Entire Property

The Entire Property located in Eagle Mountain, Utah County, Utah is more particularly described as follows:

Commencing at the West Quarter Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence South 01°00' East along the Section Line 2641.23 feet to the Southwest Corner of Section 2; thence North 88°49' East 2638.88 feet along the Section Line to the South Quarter Corner of said Section 2; thence North 00°29'30" West 2662.31 feet, more or less, to the North line of the South Half (S1/2) of said Section 2; thence South 88°22' West 2662.56 feet along said North line of the South Half (S1/2) of said Section 2, to the point of beginning.

APN: 59-034-0003

The Entire Property is approximately depicted as follows:

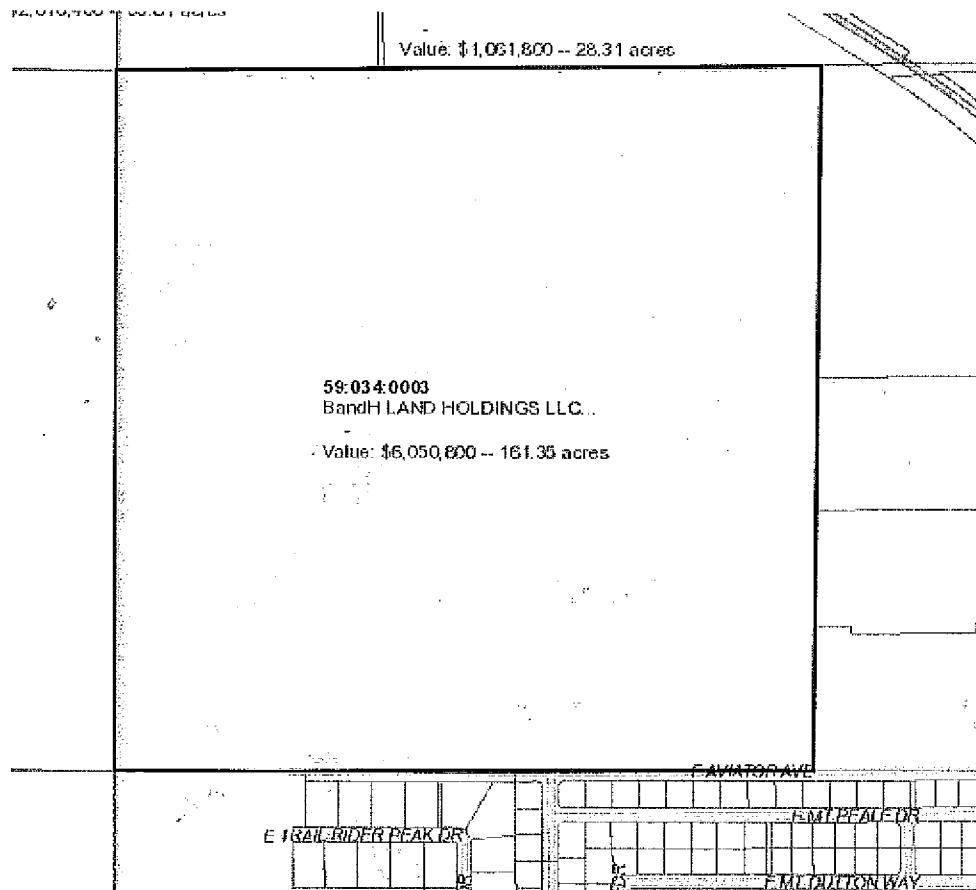
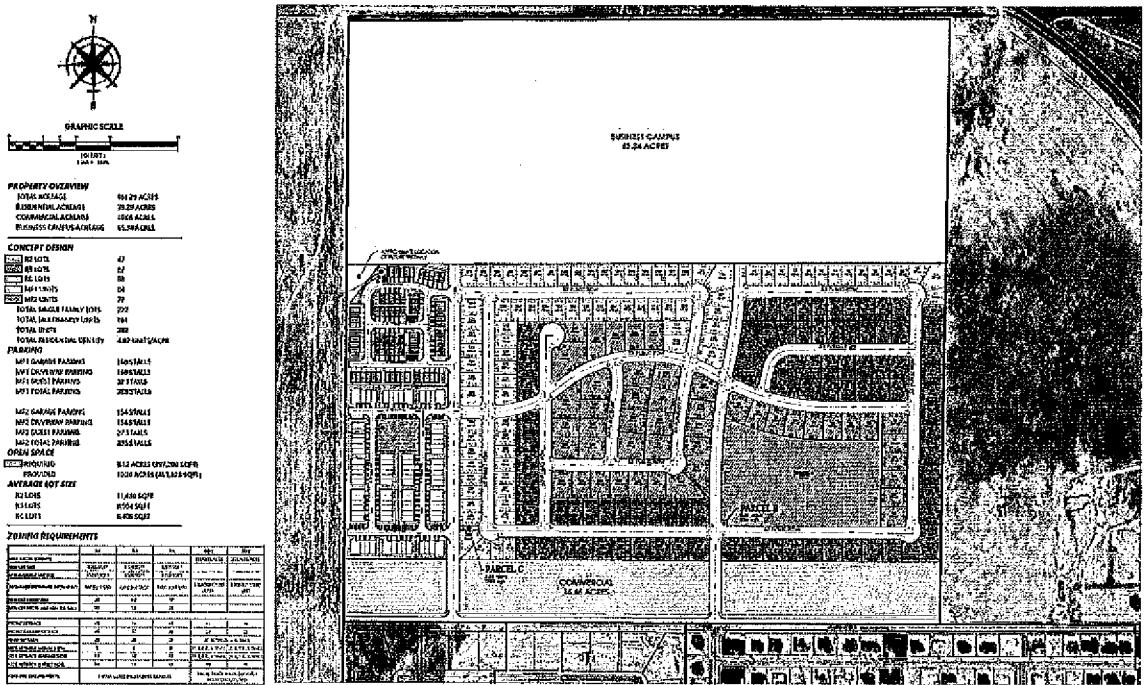


Exhibit A to Easements Agreement

EXHIBIT B
TO
EASEMENTS AGREEMENT

Depiction of the Anticipated Subdivision and Development of the Entire Property



THE PINNACLES concept plan G

EAGLE MOUNTAIN CITY, UTAH COUNTY

02/26/2021

22-0012

Note: This plan is for planning purposes only. Final data may be used upon completion. Eagle Mountain City is not responsible for any errors or omissions in this plan. Boundary lines and dimensions as well as other potential recording conflicts.

PACTUS

**EXHIBIT C
TO
EASEMENTS AGREEMENT**

Legal Description of the Grantee 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+/-

PROPOSED MULTI FAMILY RESIDENTIAL PARCEL (SOUTH)

Beginning at a point located along the Section line N89°49'57"W 2,180.91 feet and North 275.03 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 456.34 feet to the west line of said Section 2; thence along the Section line N00°21'37"E 763.06 feet; thence S89°49'54"E 453.78 feet; thence S00°10'05"W 763.06 feet to the point of beginning.

Contains: 347,236 square feet or 7.97 acres+/-

PROPOSED MULTI FAMILY RESIDENTIAL PARCEL (NORTH)

Beginning at a point located along the Section line N89°49'57"W 2,178.67 feet and North 1,038.09 feet from the South 1/4 Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence N89°49'54"W 453.78 feet to the west line of said Section 2; thence along the Section line N00°21'37"E 341.66 feet; thence N37°49'41"E 241.28 feet; thence N89°42'57"E 305.23 feet; thence S00°10'05"W 535.08 feet to the point of beginning.

Contains: 227,587 square feet or 5.22 acres+/-

**EXHIBIT D
TO
EASEMENTS AGREEMENT**

Legal Description of the Grantor Property

PROPOSED COMMERCIAL PARCEL

Commencing at the South 1/4 Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence along the Section line N89°49'57"W 2,638.98 feet to the Southwest Corner of said Section 2; thence along the Section line N00°21'37"E 275.03 feet; thence S89°49'55"E 2,641.38 feet to the Quarter Section line; thence along the Quarter Section line S00°51'42"W 275.02 feet to the point of beginning.

Contains: 726,090 square feet or 16.67 acres+/-

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 E
TO
EASEMENTS AGREEMENT**

Legal Description of the Easement Area

Proposed Easement West Entrance Roadway

An easement contained within Warranty Deed Entry# 21167:2016 Recorded 14 March, 2016 in the office of Utah County Recorder, more particularly as follows:

Beginning at a point located S.89°49'59"E. a distance of 457.26 feet from the Southwest Corner Section 2, Township 6 South Range 2 West, Salt Lake Base and Meridian; thence N.00°10'03"E., a distance of 275.02 feet; thence S.89°49'55"E., a distance of 53.00 feet; thence S.00°10'03"W., a distance of 275.02 feet; thence N.89°49'57"W., a distance of 53.00 feet to the POINT OF BEGINNING.

Containing 14,576.08 square feet or 0.3346 acres, more or less.

Proposed Easement East Entrance Roadway

An easement contained within Warranty Deed Entry# 21167:2016 Recorded 14 March, 2016 in the office of Utah County Recorder, more particularly as follows:

Beginning at a point located S.89°49'59"E. a distance of 1622.66 feet from the Southwest Corner Section 2, Township 6 South Range 2 West, Salt Lake Base and Meridian; thence N.00°10'03"E., a distance of 275.01 feet; thence S.89°49'55"E., a distance of 53.00 feet; thence S.00°10'03"W., a distance of 275.01 feet; thence N.89°49'57"W., a distance of 53.00 feet to the POINT OF BEGINNING.

Containing 14,575.58 square feet or 0.3346 acres, more or less.

EXHIBIT E-1
TO
EASEMENTS AGREEMENT

Depiction of West Entrance Roadway Easement

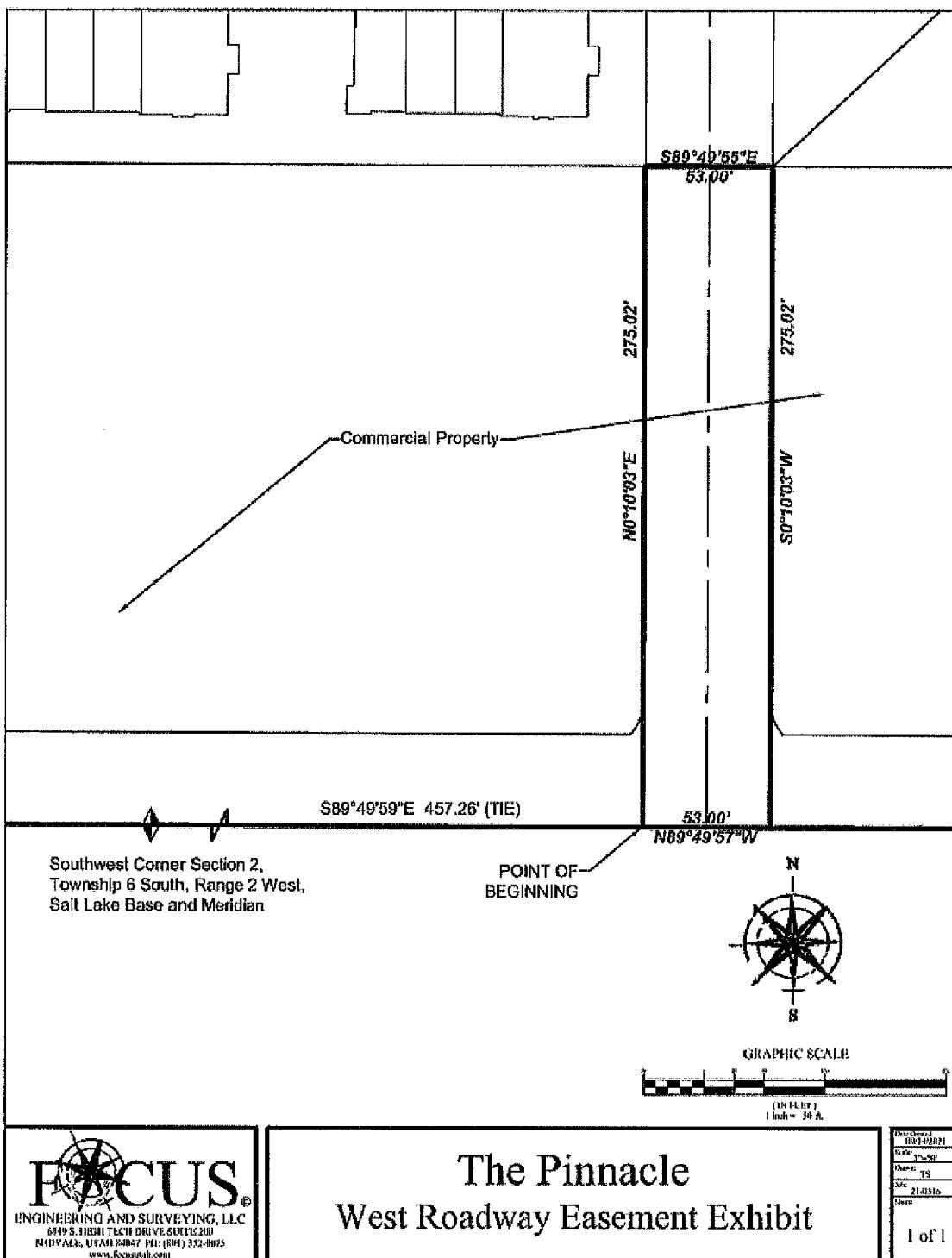


EXHIBIT E-2
TO
EASEMENTS AGREEMENT

Depiction of East Entrance Roadway Easement

