

EXHIBIT E
(Temporary Easement)

When Recorded, Mail To:

CW The Solis, LLC
Attn: Legal Department
1222 W. Legacy Crossing Blvd., Ste. 6
Centerville, UT 84014

DOC # 20220031907

Easements Page 1 of 8
Gary Christensen Washington County Recorder
06/21/2022 04:04:19 PM Fee \$ 40.00
By CW THE SOLIS LLC



Tax Parcel No.(s): W-4-2-6-321

(Space Above for Recorder's Use Only)

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is made and entered into on this 6th day of June, 2022 (the "Effective Date"), by and between CC Cypress, LLC, a Utah limited liability company, 2700 North Development Partners LLC, a Utah limited liability company, their respective successors, and assigns (collectively, "Grantor"), and CW The Solis, LLC, a Utah limited liability company ("Grantee"). Grantor and Grantee are at time referred to herein individually as "Party" and collectively as "Parties".

RECITALS

- A. Grantor is the owner of that certain real property located in Washington County, State of Utah, commonly known as "W-4-2-6-321" (the "Grantor Property").
- B. Grantee desires a temporary, non-exclusive access and construction easement (the "Easement") on, over, across, under and through a certain portion of the Grantor Property, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Area"), for the purposes more fully set forth in this Agreement.
- C. Grantor is willing to convey the Easement to grantee, subject to and in conformance with the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

- 1. **Grant of Access and Construction Easement.** Grantor does hereby convey, without warranty, unto Grantee, for the benefit of Grantee, a temporary, non-exclusive easement on, over, across, under and through the Easement Area for the purposes of accessing and constructing, replacing, relocating, removing, operating, using, maintaining, and repairing utility lines with related facilities and fully improving the road way per Grantee's approved construction drawings, which have been reviewed and approved by Grantor (collectively, the "Improvements").
- 2. **Access.** Grantee and its agents, servants, employees, consultants, contractors, and subcontractors (collectively, "Grantee's Agents") shall have the right to enter upon the Easement Area solely for the purposes permitted by this Agreement. Grantee shall enter upon the Easement Area at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any and all claims relating to the condition of this Easement Area and the entry upon the Easement Area by Grantee and Grantee's Agents. In the event Grantee needs to access the any adjacent Grantor Property outside of the Easement Area to complete the Improvements, specifically with respect to utility lateral lines, Grantee shall (i) use reasonable efforts to minimize any interference or disruption to the additional Grantor Property and replace the same to a substantially similar condition as existed prior to Grantee's entry thereon, and (ii) except in the case of an emergency, perform such work on days other than Sunday (and in the event of any emergency on Sunday, work will only be performed to the minimum extent necessary to cure or remediate such emergency).

3. **Reservation by Grantor.** Notwithstanding anything to the contrary stated herein, Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Grantee hereby understands and agrees that this Easement is granted on a non-exclusive basis and that other third parties have been, and / or may be in the future, granted the right by Grantor to use the Easement Area and / or surrounding areas in a way that does not materially prevent or impair the use or exercise of the easement rights granted hereby.

4. **Condition of Easement Area.** Grantee accepts the Easement Area and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the Easement Area. Without limiting the generality of the foregoing, the Easement Area is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber, or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

5. **Construction of the Improvements.** Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future. Upon completion of the Utility Improvements, Grantee shall provide Grantor with evidence reasonably satisfactory to Grantor of such completion.

6. **Compliance with Laws.** Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

7. **Insurance.** Prior to entering onto the Easement Area, Grantee shall maintain, or shall cause to be maintained, policies which, at a minimum, provide Grantor the protections set forth below. Additionally, Grantee will ensure that prior to entering onto the Easement Area or the Grantor Property, all of Grantee's Agents and other such parties who assist with the Utility Improvements or use the Easement Area are either covered under the terms of Grantee's insurance policies, or that each obtain similar policies and which, at a minimum, provide Grantor the same protections. Such insurance may be carried under a "blanket" policy or "blanket" policies covering other properties of Grantee, and may be subject to such self-insured retentions as Grantee may desire. Prior to any entry onto, or construction within, the Easement Area by Grantee, Grantee shall provide its certificate to Grantor evidencing its insurance.

8. **Indemnification by Grantee.** Grantee hereby agrees to indemnify, save, defend (with counsel reasonably acceptable to Grantor) and hold harmless Grantor, and any entity controlling, controlled by, or under control with Grantor, and its and their Affiliates' officers, directors, employees, managers, members, agents and servants ("Affiliates") from and against any and all liens, encumbrances, costs, demands, claims, judgments, and / or damage that may be incurred by Grantor or its Affiliates as a direct result of any liabilities, damages, judgments, costs, expenses, penalties, and / or injuries to persons or property (collectively, the "Liabilities") caused by or arising directly out of (i) the use of the Easement Area by Grantee or Grantee's Agents; (ii) any entry onto the Easement Area or the Grantor Property by Grantee or Grantee's Agents; and (iii) any work performed on the Easement Area by Grantee or Grantee's Agents, except to the extent such Liabilities are caused by Grantor or its Affiliates. Notwithstanding the foregoing to the contrary, Grantee shall have no obligation to

indemnify, save, defend, and hold harmless Grantor or its Affiliates from any and all Liabilities resulting from Grantor's and its Affiliates' negligence, gross negligence, and willful misconduct.

9. **Liens.** Grantee shall keep the Easement Area and the Grantor 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 the Easement Area and/or the Grantor Property pertaining to any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens shall be released of record within thirty (30) days.

10. **Remedies**

10.1 **Self Help and Other Remedies.** If any Party defaults in the performance of its obligations hereunder and the default is not cured within ten (10) days following delivery of written notice to such defaulting Party, then the non-defaulting Party shall have the right to (i) perform such obligation on behalf of the defaulting Party, in which event such defaulting Party shall reimburse such non-defaulting Party for all amounts expended by the non-defaulting Party on behalf of the defaulting Party, together with interest thereon at the lesser of twelve percent (12%) per annum or the maximum amount permitted by law from the date the amounts are expended until the date repaid; and/or (ii) exercise any other rights or remedies available to the non-defaulting Party either at law or inequity.

10.2. **Injunctive Relief.** In the event of a breach by any Party hereto of any obligation of such Party under this Agreement, the non-defaulting Party shall be entitled to injunctive relief mandating compliance herewith, and shall be entitled to obtain a decree specifically enforcing the performance of the obligations created hereunder. The undersigned hereby acknowledge and stipulate the inadequacy of legal remedies and irreparable harm which would be caused by the breach of this Agreement, and such non-defaulting Party shall be entitled to relief by any and all other available legal and equitable remedies from the consequences of such breach. Any costs and expenses of any such proceeding, including reasonable attorney's fees, shall be paid by the defaulting Party.

10.3. **Non-Waiver.** No delay or omission of any Party hereto in the exercise of any rights created hereunder shall impair such right, or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of an event of default hereunder. A waiver by any Party hereto of a breach of, or default in, any of the terms, provisions, and conditions of this Agreement by the other Party shall not be construed to be a waiver of any subsequent breach thereof or of any other term, condition, or provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but instead all remedies shall be cumulative with all other remedies provided for in this Agreement and all other remedies at law or inequity which are available to the Parties hereto.

11. **Notices.** All notices, demands, statements, and requests (collectively, the "Notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the Party to whom the notice is addressed or if such Party is not available the date such notice is left at the address of the Party to whom it is directed, (ii) on the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, and (iii) on the date the notice is delivered by a courier service (including Federal Express, Express Mail, Lone Star or similar operation) to the address of the Party to whom it is directed, provided it is sent prepaid, return receipt requested. The addresses of the signatories to this Agreement are set forth below:

If to Grantor:

2700 North Development Partners
Attn: Austin Pritchett
12527 Wildflower Lane
Highland, UT 84003

If to Grantee: CW The Solis, LLC
Attn: Chris Winter and Eric Day
2303 N. Coral Canyon Blvd., Ste. 109
Washington, UT 84780
chris@colewest.com
eric@colewest.com

With a copy to: CW Development Group, LLC
Attn: Tony Hill
1222 W. Legacy Crossing Blvd., Ste. 6
Centerville, UT 84014
tony@cw.land

12. **Miscellaneous.**

12.1. **Binding Effect.** Except as expressly stated herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as the successors and assigns of such persons.

12.2. **Partial Invalidity.** If any term, covenant, or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenants or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

12.3. **Captions.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

12.4. **Relationship of the Parties.** Nothing contained herein shall be construed to make the Parties hereto partners or joint venturers, or render any of such Parties liable for the debts or obligations of the other Party hereto.

12.5. **Amendment.** This Agreement may be canceled, changed, modified, or amended in whole or in part only by the written and recorded agreement of the Parties or their successor and assigns (as determined by the provisions herein).

12.6. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

12.7. **Attorney Fees.** In the event any legal action or proceeding for the enforcement of any right or obligation herein contained is commenced, the prevailing Party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

12.8. **Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Agreement shall be strictly limited to and for the purposes herein expressed. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not specifically benefitted by the terms and provisions hereof.

Grantor shall have the right to perform any act, or do anything, from time to time that Grantor may deem necessary or desirable to assure that no public gift deduction (or deemed gift dedication) occurs.

12.9. **Assignment.** Grantee may not at any time during this Agreement assign its rights and obligations under this Agreement without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole and absolute discretion and for any reason or no reason at all.

WHEREFORE, the Parties have executed this Agreement as of the Effective Date.

CW THE SOLIS

CW THE SOLIS, LLC,
a Utah limited liability company

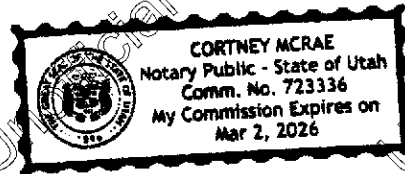
By: [Signature]
Name: ERIC DAY
Its: VP LLC

State of Utah)
County of WASHINGTON)

On this 17th day of June, 2022, before me, the undersigned Notary Public for the State of Utah, personally appeared ERIC DAY, known or identified to me to be an Authorized Agent of CW The Solis, LLC, a Utah limited liability company and acknowledged to me that said limited liability company executed the foregoing document.

Witness my hand and official seal.

[Signature]
(Notary Public)



(Seal)

[2700 North Partners' Signature and Acknowledgement Pages Follow]

2700 NORTH PARTNERS

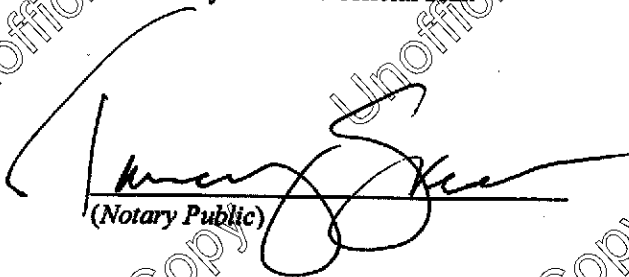
CC CYPRESS, LLC,
a Utah limited liability company

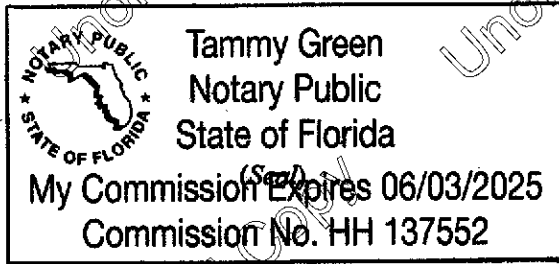
By: 
Name: Jared Remington
Its: Partner

State of Utah)
County of Orange)
§
June

On this 2 day of ~~May~~ June, 2022, before me, the undersigned Notary Public for the State of Utah, personally appeared Jared Remington, known or identified to me to be a partner of CC Cypress, LLC, a Utah limited liability company and acknowledged to me that said limited liability company executed the foregoing document.

Witness my hand and official seal.


(Notary Public)



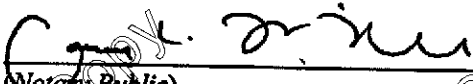
2700 North Development Partners LLC,
a Utah limited liability company

By: 
Name: Austin Pritchett
Its: Partner

State of Utah)
County of Utah)
§

On this 1st day of ~~May~~ June, 2022, before me, the undersigned Notary Public for the State of Utah, personally appeared Austin Pritchett, known or identified to me to be a partner of 2700 North Development Partners LLC, a Utah limited liability company and acknowledged to me that said limited liability company executed the foregoing document.

Witness my hand and official seal.


(Notary Public)

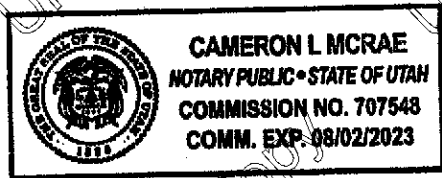


EXHIBIT A (of Exhibit E)
Easement Area

