

Return to:

King & Spalding LLP  
1180 Peachtree Street NE  
Atlanta, Georgia 30305  
Attn: Samantha LaMacchia

**Tax Parcel No.:**

**53:229:0001 53:229:0006 53:229:0011 53:229:0018**  
**53:229:0002 53:229:0007 53:229:0012 53:229:0019**  
**53:229:0003 53:229:0008 53:229:0013 53:229:0020**  
**53:229:0004 53:229:0009 53:229:0014**  
**53:229:0005 53:229:0010 53:229:0017**

**UTILITY EASEMENT FOR WATER LINE**

This **UTILITY EASEMENT FOR WATER LINE** (this “**Agreement**”) is granted and conveyed by **CANYON PARK OWNER II, LLC**, a Delaware limited liability company (“**Grantor**”), to **TRI POINTE HOMES HOLDINGS, INC.**, a Delaware corporation, (“**Grantee**”).

**RECITALS:**

WHEREAS, Grantor is the owner of that certain real property legally described on Exhibit A (the “**Burdened Parcel**”); and

WHEREAS, Grantee is the owner of that certain real property legally described on Exhibit B (the “**Benefitted Parcel**”); and

WHEREAS, Grantor desires to grant to Grantee and its respective tenants, subtenants, licensees, invitees or other permitted users of the Benefitted Parcel a perpetual, exclusive easement for a right of way under, through and across the area legally described on Exhibit C (the “**Access Area**”) located on the Burdened Parcel for the tie-in, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of underground water lines (the “**Utility Lines**”) under, across and through the Access Area on the terms set forth in this Agreement.

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

1. Utility Easement

(a) The Utility Easement is hereby granted by Grantor to Grantee together with the right of access from the Burdened Parcel to the Access Area in connection with the purposes for which the Utility Easement has been granted; and together with the present and the future right of Grantee to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's exercise of the Utility Easement.

(b) Grantee shall be responsible, at its sole cost and expense, for all plans, permits and other necessary governmental approvals or requirements required to complete the installation of the Utility Lines (collectively, the "**Work Approvals**") and Grantee shall construct or cause the construction of the Utility Lines to be completed (i) free from all claims, liens, charges and penalties whatsoever in a good and workmanlike manner, and (ii) in accordance with any applicable laws. Grantee shall promptly pay and discharge on or before the due date any claim or obligation for labor or materials furnished at the direction of Grantee which, if not paid or discharged, would result in a lien on the Burdened Parcel. This obligation shall survive the termination of this Agreement.

(c) During the term of the Utility Easement, Grantee, its contractors, and their respective representatives shall have the right to access the Access Area upon reasonable advance notice; provided, however, that such activities may not interfere with Grantor's operations of its property, and Grantor shall not permanently disrupt, block or otherwise restrict access to the Access Area or unreasonably interfere with the rights and easements for use which are herein granted to the Grantee and the Benefitted Parcel.

(d) Prior to entering the Access Area and throughout the term of this Agreement, Grantee shall obtain and maintain while on the Access Area, or cause its respective general contractor to obtain and maintain while on the Burdened Property, and Grantee shall furnish applicable insurance certificates to Grantor for, Commercial General Liability insurance providing coverage for injuries to persons as well as damage to property in an amount not less than \$2,000,000.00 in the aggregate and not less than \$1,000,000.00 per occurrence relating to the acts and omissions of the Grantee and the Grantee's employees, contractors and subcontractors relating to the exercise of the rights granted hereunder. Limits of insurance required in this grammatical paragraph are considered a minimum and shall not be interpreted as relieving, reducing, limiting or establishing the liability of the Grantee or any other party operating on its behalf pursuant to this Agreement. Such Commercial General Liability insurance coverage shall be issued by one or more insurance companies licensed to do business in Utah that are rated at least "A-" by A.M. Best's Insurance Reports, and such insurance shall be maintained in full force and effect during the term of this Agreement. All such insurance policies required herein (including, without limitation, any umbrella insurance policy referenced below) also shall name Grantor and, if requested by Grantor in writing, Grantor's mortgagee(s) of record as additional insureds. Grantee also shall maintain, or shall cause its contractors and subcontractors to maintain, commercial auto liability insurance and such workers' compensation/employer's liability insurance as required by applicable law, in an amount not less than the applicable statutory minimum covering all

employees of the Grantee and/or the contractors and subcontractors, as applicable. The coverage limits described above may be satisfied via a primary and an umbrella liability policy.

(e) Grantor shall reasonably cooperate in the granting of appropriate and proper easements to utility companies and governmental authorities for the installation, operation, maintenance, repair, replacement and relocation of the Utility Lines.

2. Termination of Utility Easement and Public Dedication. Notwithstanding anything to the contrary herein, Grantor and Grantee agree that upon the completion of the installation of the Utility Lines, Grantor or its successors and assigns shall promptly take such action reasonably necessary to dedicate to the City of Orem or such other public entity or public utility provider as the Grantee may request, a public utility easement over the Access Area for Utility Lines, on terms reasonably required by the public entity or public utility provider, which public utility easement shall be free and clear of all liens and encumbrances. This obligation to dedicate a public utility easement runs with the land, is binding on Grantor and its successors and assigns forever, including all future owners of Burdened Property or any part thereof, and inures to the benefit of Grantee and its successors and assigns forever, including all future owners of the Benefitted Property. At such time as such public utility easement is dedicated as herein provided, the Utility Easement contemplated in this Agreement shall automatically cease and terminate without further action from Grantor, Grantee or any other party.

3. Indemnification. To the fullest extent permitted by law, Grantee agrees to indemnify and hold harmless Grantor and its successors, assigns, officers, directors, employees and agents from and against any loss, claim, damage, cost or expense suffered, asserted against or incurred by Grantor by any reason of any injury to person or damage to property on or about the Burdened Property caused by Grantee, its successors, assigns, officers, directors, employees, partners, agents or invitees entering upon the Burdened Property, except to the extent such injury to person or damage to property on or about the Burdened Property is caused by the gross negligence or misconduct of the Grantor or its successors, assigns, officers, directors, employees and agents.

4. Binding Effect. This Easement Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and the Burdened Parcel and Benefitted Parcel shall be subject to the easements, covenants, restrictions and charges set forth herein, which shall run with each of the Burdened Parcel and the Benefited Parcel and shall be binding upon all parties having or acquiring any right, title or interest in (i) the Burdened Parcel, or any part thereof, by, through or under the Grantor, or (ii) the Benefited Parcels, or any part thereof, by, through or under the Grantee, as the case may be.

5. Miscellaneous.

(a) Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state in which the Access Area is located.

(b) Severability. In the event that any of the provisions of this Agreement, or portions or applications thereof, are held to be unenforceable or invalid by a court of competent jurisdiction, the Parties shall negotiate an equitable adjustment to the provisions of this Agreement with a view toward effecting to the extent possible the original purpose of this Agreement, and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby.

(d) Amendment. This Agreement may not be modified or amended except by an instrument in writing signed by the Parties.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by the Parties in separate counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same agreement. Facsimile or electronically scanned copies shall be deemed originals.

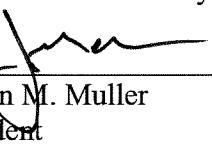
(h) Exhibits. Any reference herein to any exhibit refers to the applicable exhibit that is attached to this Agreement, and all such exhibits shall constitute a part of this Agreement and are expressly made a part hereof.

[Signatures and Acknowledgements Follow]

WHEREAS Grantor and Grantee have executed this Utility Easement as of this  
23 day of April, 2025.

**GRANTOR**

**CANYON PARK OWNER II LLC,**  
a Delaware limited liability company

By:   
Name: Jon M. Muller  
Its: President

*[Acknowledgement on following page]*

*[Signature Page to Utility Easement]*

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

*see attached document*

**CALIFORNIA ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of OrangeOn April 23, 2025

Date

}

before me, Melissa Cooper, Notary Public

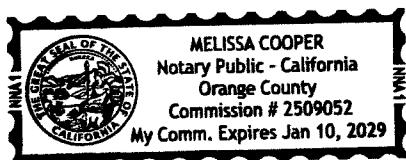
Here Insert Name and Title of the Officer

personally appeared

JON M. MUEHR

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature

A handwritten signature of Melissa Cooper.

Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Utility Easement for Sewer - Canyon Park K & Q

Document Date: \_\_\_\_\_ Number of Pages: 7

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

## GRANTEE

**TRI POINTE HOMES HOLDINGS, INC.,**  
a Delaware corporation

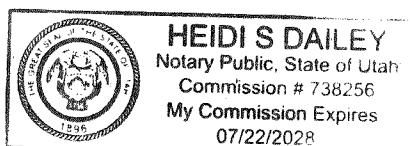
By:   
 Name: Bryon Prince  
 Title: Vice President of Land Acquisition & Development

## ACKNOWLEDGMENT

STATE OF UTAH )  
 ) ss  
 COUNTY OF SALT LAKE )

On April 25th, 2025 personally appeared before me, a  
 Notary Public, Bryon Prince, the  
Vice President of Land of TRI POINTE HOMES HOLDINGS, INC., a  
 Delaware corporation personally known or proved to me to be the person whose name is  
 subscribed to the above instrument who acknowledged to me that he/she executed the above  
 instrument on behalf of such entity.

WITNESS my hand and official Seal.



Heidi S. Dailey  
 Notary Public in and for said State  
 My commission expires: 07/22/28

[SEAL]

## EXHIBIT A

## Legal Description of Burdened Parcel

Beginning at a point located on the northerly right-of-way of 1200 North Street, said point also being located S89°55'16"W 1179.93 feet along the Section line and N0°04'44"W 32.80 feet from the calculated position of Southeast Quarter of Section 2, Township 6 South, Range 2 East, Salt Lake Base and Meridian, said monument being calculated using the intersection of four found Mag Nail Straddles; thence running along the subdivision boundary line of said Timpanogos Research & Technology Park the following four (4) courses: (1) S89°54'39"W 829.32 feet; thence (2) N00°32'02"W 759.03 feet; thence (3) East 6.07 feet; thence (4) N00°05'00"W 522.38 feet; thence East 507.28 feet; thence S00°28'41"E 22.75 feet; thence S65°45'39"E 406.80 feet to a point located on the easterly subdivision line of said Timpanogos Research & Technology Park; thence along said subdivision the following six (6) courses: (1) Southerly along the arc of a non-tangent curve to the left having a radius of 205.00 feet (radius bears: S63°00'17"E) a distance of 96.59 feet through a central angle of 26°59'43" Chord: S13°29'51"W 95.70 feet; thence (2) South 719.83 feet; thence (3) Southerly along the arc of a curve to the right having a radius of 100.00 feet a distance of 31.76 feet through a central angle of 18°11'42" Chord: S09°05' 51" W 31.62 feet to a point of reverse curvature; thence (4) along the arc of a curve to the left having a radius of 100.00 feet a distance of 31.76 feet through a central angle of 18°11' 42" Chord: S09°05'51"W 31.62 feet; thence (5) South 200.00 feet; thence (6) Southwesterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: S89°59'55"W) a distance of 23.55 feet through a central angle of 89°58'04" Chord: S44°58'57"W 21.21 feet to the point of beginning.

Such parcel being previously identified as a portion of the Common Area within Timpanogos Research & Technology Park (A Planned Unit Development), Phase 1, as the same is identified on the plat thereof, being recorded on April 13, 2000 as Entry No. 29305:2000 and Map No. 8505-98 of Official Records.

LESS AND EXCLUDING therefrom, Lots K and Q, Timpanogos Research & Technology Park (A Planned Unit Development), Phase 1, as the same is identified on the plat thereof, being recorded on April 13, 2000 as Entry No. 29305:2000 and Map No. 8505-98 of Official Records.

AND LESS AND EXCLUDING, the Benefitted Parcel.

## EXHIBIT B

## Legal Description of Benefitted Parcel

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OREM, IN THE COUNTY OF UTAH, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

## PARCEL 1:

Lot K, Timpanogos Research & Technology Park (A Planned Unit Development), Phase 1, as the same is identified on the plat thereof, being recorded on April 13, 2000 as Entry No. 29305:2000 and Map No. 8505-98 of Official Records.

## PARCEL 2:

Lot Q, Timpanogos Research & Technology Park (A Planned Unit Development), Phase 1, as the same is identified on the plat thereof, being recorded on April 13, 2000 as Entry No. 29305:2000 and Map No. 8505-98 of Official Records

## PARCEL 3:

Beginning at a point located on the northerly Right-of-way of 1200 North Street, said point also being located S89°55'24"W 1180.11 feet along the Section line and N0°04'36"W 32.86 feet from the calculated position of Southeast Quarter of Section 2, Township 6 South, Range 2 East, Salt Lake Base and Meridian, said monument being calculated using the intersection of four found Mag Nail Straddles; thence running along the subdivision boundary line of said TIMPANOGOS RESEARCH & TECHNOLOGY PARK the following four (4) courses: (1) S89°54'39"W 829.32 feet; thence (2) N00°32'02"W 759.03 feet; thence (3) East 6.07 feet; thence (4) N00°05'00"W 449.80 feet; thence N89°54'16"E 519.73 feet to an existing brick wall; thence along said existing brick wall the following three (3) courses: (1) S00°32'18"E 20.97 feet; thence (2) S63°37'12"E 33.30 feet; thence (3) N25°51'44"E 59.88 feet; thence S65°45'39"E 134.44 feet; thence S63°55'59"E 197.12 feet to a point located on the easterly subdivision line of said TIMPANOGOS RESEARCH & TECHNOLOGY PARK; thence along said subdivision the following six (6) courses: (1) thence Southerly along the arc of a non-tangent curve to the left having a radius of 205.00 feet (radius bears: S64°45'47"E) a distance of 90.30 feet through a central angle of 25°14'13" Chord: S12°37'06"W 89.57 feet; thence (2) South 719.83 feet; thence (3) Southerly along the arc of a curve to the right having a radius of 100.00 feet a distance of 31.76 feet through a central angle of 18°11'42" Chord: S09°05'51"W 31.62 feet to a point of reverse curvature; thence (4) along the arc of a curve to the left having a radius of 100.00 feet a distance of 31.76 feet through a central angle of 18°11'42" Chord: S09°05'51"W 31.62 feet; thence (5) South 200.00 feet; thence (6) Southwesterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: S89°59'55"W) a distance of 23.55 feet through a central angle of 89°58'04" Chord: S44°58'57"W 21.21 feet to the point of beginning.

Such parcel being previously identified as a portion of the Common Area within Timpanogos Research & Technology Park (A Planned Unit Development), Phase 1, as the same is identified on the plat thereof, being recorded on April 13, 2000 as Entry No. 29305:2000 and Map No. 8505-98 of Official Records.

LESS AND EXCLUDING therefrom, Lots K and Q, Timpanogos Research & Technology Park (A Planned Unit Development), Phase 1, as the same is identified on the plat thereof, being recorded on April 13, 2000 as Entry No. 29305:2000 and Map No. 8505-98 of Official Records.

EXHIBIT C

Legal Description of Access Area

[See attached]



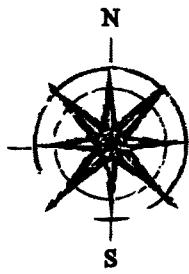
**LEGAL DESCRIPTION  
PREPARED FOR  
OREM CANYON PARK  
OREM, UTAH**  
4/17/2025  
21-0074  
MLW(updated ARS)

**Water Tie-in Easement – Orem Canyon Park**

A part of the Southeast Quarter of Section 2, Township 6 South, Range 2 East, Salt Lake Base and Meridian, located in Orem City, Utah County, Utah, being more particularly described as follows:

Beginning at a point located N89°55'16"E 906.67 feet along the Section line and N0°04'44"W 1,241.53 feet from the South Quarter Corner of Section 2, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence N00°05'44"W 20.00 feet; thence N89°54'16"E 270.60 feet; thence S20°59'31"W 21.44 feet; thence S89°54'16"W 262.89 feet to the point of beginning.

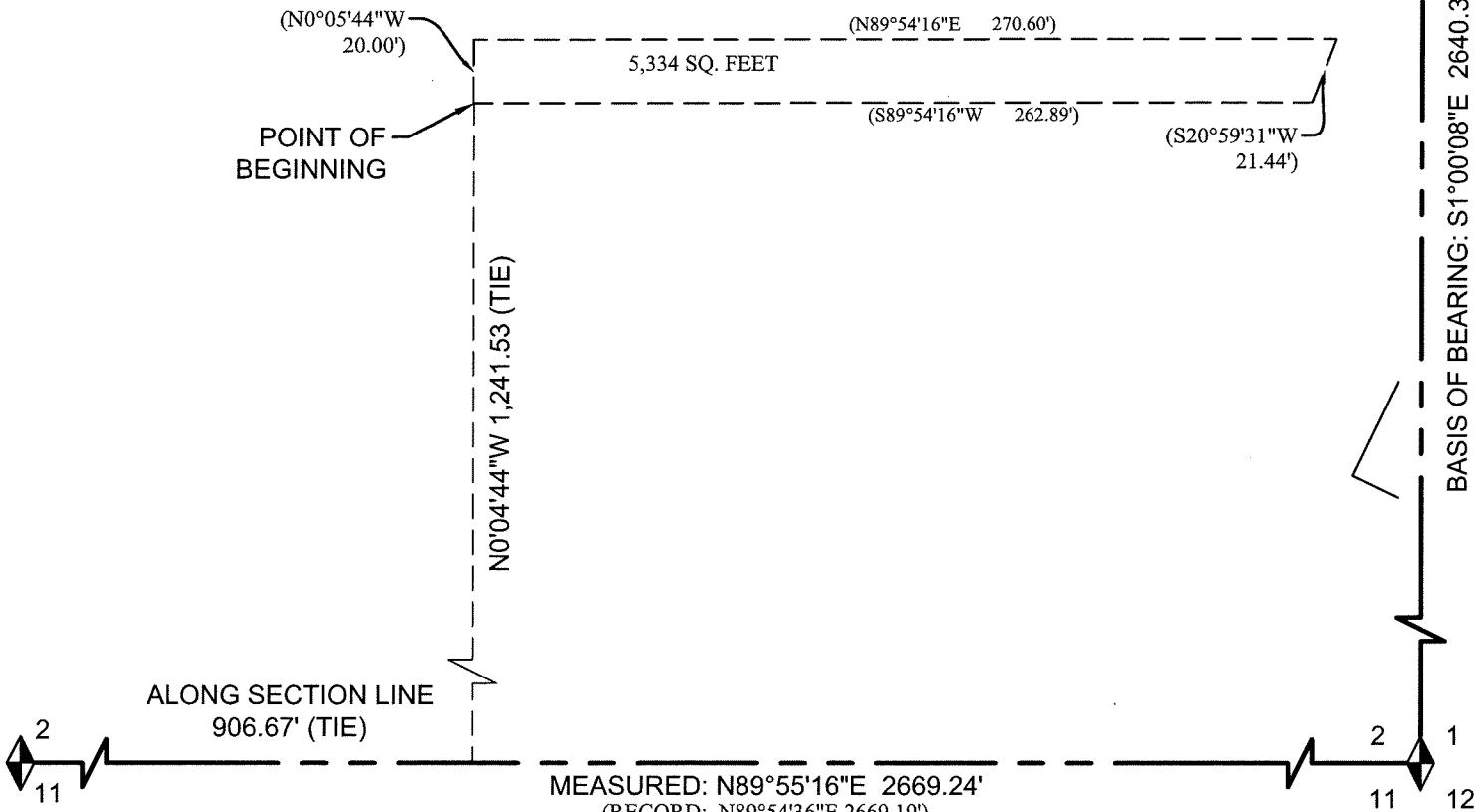
Contains: 5,334 square feet±

EAST QUARTER CORNER  
SECTION 2, T6S, R2E, SLB&M

PARCEL 5  
TIMPANOGOS RESEARCH &  
TECHNOLOGY PARK  
ENTRY #29305:2000



2 1

SOUTH QUARTER CORNER  
SECTION 2, T6S, R2E, SLB&MSOUTHEAST CORNER  
SECTION 2, T6S, R2E, SLB&M