

When Recorded, Mail To:

Century Land Holdings of Utah, LLC
c/o Century Communities, Inc.
Attn: Legal Department
8390 E. Crescent Parkway, Suite 650
Greenwood Village, CO 80111

Tax Parcel No.(s): 12-103-0078

CT-134554-CAF

(Space Above for Recorder's Use Only)

UTILITY AND ACCESS EASEMENT AGREEMENT

THIS UTILITY AND ACCESS EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of the 25 day of MARCH, 2021, by and between CENTURY LAND HOLDINGS OF UTAH, LLC, a Utah limited liability company ("**Grantee**" or "**Century**"), VAL E. DORIUS, an individual residing in the State of Utah ("**Dorius**"), and TOUCAN INVESTMENT, REAL ESTATE AND DEVELOPMENT, L.C., a Utah limited liability company ("**Toucan**" and together with Dorius, the "**Grantor**"). Grantee and Grantor, and their respective successors and assigns, may be referred to herein collectively as "**Parties**" or, individually, each a "**Party**".

RECITALS

A. Century is the fee simple owner of those certain parcels of real property located in Davis County, State of Utah, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference ("**Century Property**").

B. Grantor is the fee simple owner of that certain parcel of real property located in Davis County, State of Utah, as more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference ("**Grantor Property**").

C. Grantor and Century are parties to that certain Development Agreement dated as of MARCH 22, 2021 (the "**Development Agreement**"), pursuant to which, among other things, Grantor granted to Century the right to install within the Grantor Property certain improvements Century is required to construct and install in accordance with the Plans (as defined in the Development Agreement) to serve the Grantee Property (collectively, the "**Century Utilities**"), and Century agreed to cause the construction and installation of certain service laterals to serve the Grantor Property (as so defined therein, collectively, the "**Toucan Laterals**").

D. Pursuant to the Development Agreement, Grantor desires to grant over, across, under and through a portion of the Grantor Property a permanent, non-exclusive utility and access easement for the construction, use, maintenance and operation of the Century Utilities and the

Toucan Laterals, as such portion of the Grantor Property is more particularly described on **Exhibit "C"** attached hereto and incorporated herein by this reference ("**Easement Area**").

E. The Parties desire to enter into this Agreement for the purpose of evidencing their respective rights and obligations in connection with the Easement Area.

AGREEMENT

NOW, THEREFORE, for and in consideration of ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Easement. Grantor hereby gives, grants, and conveys, unto Grantee, its successors and assigns, including without limitation Syracuse City, a non-exclusive utility and access easement (the "**Easement**") over, on, upon, across, under and through the Easement Area for the purpose hereinafter stated, subject to the terms, conditions, and limitations set forth herein.

3. Purpose of Easement. The Easement is granted to Grantee, its successors and assigns, for the purpose of (i) constructing and installing the Toucan Laterals as provided in the Development Agreement, and (ii) establishing, installing, constructing, maintaining, operating, using, enlarging, repairing, removing and replacing all utility lines, along with associated surface structures, if any, and other surface and sub-surface appurtenances as may be deemed necessary by Century for its intended use of the Century Property, including, without limitation, the Century Utilities (collectively, other than the Toucan Laterals, the "**Improvements**"). Additionally, Grantee shall have reasonable access to the Easement Area from any portion of the Grantor Property as necessary to carry out the purposes of this Agreement and the Development Agreement. Grantor and Grantee acknowledge that upon completion thereof, Grantor shall own the Toucan Laterals and Century shall own the Improvements, unless and until Grantor or Century thereafter transfer, assign or dedicate the same to a third party. After the construction and installation of the same, the owner of any of the Improvements shall be responsible for the same, including the use and maintenance thereof.

4. Non-Exclusive Easement. Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee. Grantor shall not construct any buildings, structures, or other permanent improvements within the Easement Area, and any such improvements or encroachments may be subject to removal by Grantee without compensation by Grantee to Grantor or any third party.

5. Restoration. Upon completion of the construction and/or installation of the Toucan Laterals and the Improvements, Century agrees to promptly restore the surface of the Easement

Area to a condition equal or superior to that existing prior to the commencement of Century's construction and/or installation activities, provided, however, that such surface restoration obligations are limited by and subject to the existence of any of the Toucan Laterals and/or the Improvements constructed or installed as provided herein. Following the completion of the construction and/or installation of the Toucan Laterals and the Improvements, the owner of the Toucan Laterals and Improvements conducting any such maintenance, repair, replacement and/or removal work as contemplated and required by this Agreement shall, upon completion of such maintenance, repair, replacement and/or removal work, promptly restore the surface of the Easement Area to a condition equal or superior to that existing prior to any disturbance thereof caused by such owner.

6. Abandonment; Termination. This Agreement shall only be deemed abandoned or terminated upon the lawful execution and recording of a written grant by Grantee, its successors and assigns who collectively own the Improvements, conveying and abandoning or terminating this Agreement and the Easement granted herein.

7. Warranty of Title and Authority. Grantor warrants that it has full right and lawful authority to make the grant of Easement contained herein, and promises and agrees to defend Grantee, its successors and assigns, in the exercise of all rights granted hereunder against any defect in Grantor's title to the Grantor Property subject to this Agreement.

8. Amendment. This Agreement may be modified or amended only upon the mutual written consent of the Parties, or the Parties' respected legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Public Records of Davis County, Utah.

9. Binding in Perpetuity. This Agreement shall run with the land, is irrevocable and shall bind the Grantor Property in perpetuity, and all of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, and assigns of both Grantor and Grantee. Following the completion of the construction and installation of the Toucan Laterals and the Improvements, upon Century's transfer and/or dedication of the Improvements to one or more third parties, including to the City of Syracuse, the owner of the Improvements shall be deemed to be the "Grantee" under this Agreement and Century shall be released from all liability under this Agreement.

10. Governing Law; Venue. The Parties acknowledge that this Agreement was entered into in the State of Utah. This Agreement shall be construed and governed in accordance with the laws of the State of Utah without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any legal action arising under this Agreement shall be in the district court in Davis County, Utah.

11. Paragraph Headings and Severability of Terms. The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. If any

provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Agreement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

12. Attorney Fees. In the event of any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover from the unsuccessful party, in addition to any other award of damages, its costs and reasonable attorney fees incurred in the preparation and prosecution of such action or proceeding.

13. Enforcement. If either or both Parties fail to perform or breach any obligation, requirement, duty or covenant contained herein, the other non-defaulting Party shall have the right, at its own option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any other terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto. Notwithstanding anything herein to the contrary, each Party hereto expressly waives its right to seek or to receive from the other Party, consequential, incidental or punitive damages or damages for lost profits under this Agreement.

14. Entire Agreement. This instrument, together with the Development Agreement, constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

15. Effective Date. The Effective Date of this Agreement is the last date this Agreement is executed by the Parties.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Toucan has executed this Utility and Access Easement Agreement as of the Effective Date.

GRANTOR – TOUCAN

TOUCAN INVESTMENT, REAL ESTATE
AND DEVELOPMENT, L.C.,
a Utah limited liability company

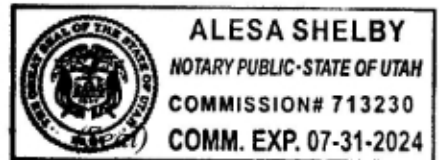


By: KEITH R. RUSSELL
Its: MANAGING MEMBER
Date: MARCH 8, 2021

State of Utah)
 §
County of Davis)

On this 8 day of March, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Keith Russell, known or identified to me to be the managing member of TOUCAN INVESTMENT, REAL ESTATE AND DEVELOPMENT, L.C., a Utah limited liability company, that executed the instrument or the person who executed the instrument on behalf of TOUCAN INVESTMENT, REAL ESTATE AND DEVELOPMENT, L.C., a Utah limited liability company, and acknowledged to me that said entity executed the same.

Alesa Shelby
(Notary Public)



[DORIUS SIGNATURE FOLLOWS]

IN WITNESS WHEREOF, Dorius has executed this Utility and Access Easement Agreement as of the Effective Date.

GRANTOR DORIUS

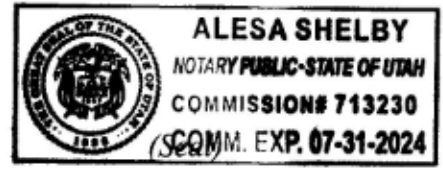


Val E. Dorius, an individual

State of Utah)
 §
County of Piut)

On this 12 day of March, 2021, before me, the undersigned Notary Public in and for said State, personally appeared VAL E. DORIUS, an individual residing in the State of Utah, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Alesa Shelby 713230
(Notary Public)



[GRANTEE SIGNATURE FOLLOWS]

IN WITNESS WHEREOF, Grantee has executed this Utility and Access Easement Agreement as of the Effective Date.

GRANTEE/CENTURY

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

By: 

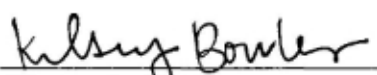
Name: David Vitek

Its: Vice President

Date: 3/22/21

State of Utah)
)§
County of Utah)

On this 22nd day of March, 2021, before me, the undersigned Notary Public in and for said State, personally appeared David Vitek, known or identified to me to be the Vice President of CENTURY LAND HOLDINGS OF UTAH, LLC, a Utah limited liability company, that executed the instrument or the person who executed the instrument on behalf of CENTURY LAND HOLDINGS OF UTAH, LLC, a Utah limited liability company, and acknowledged to me that said entity executed the same.



(Notary Public)

(Seal)

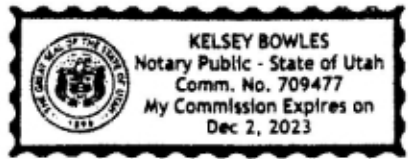


EXHIBIT "A"
CENTURY PROPERTY

A parcel of land, situate in the Northwest Quarter of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Syracuse City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on the North Line of Section 21 which point is North 89°40'58" West 1645.83 feet along the section line from the North Quarter Corner of said Section 21 (NAD83 Bearing Being: South 89°20'40" East between the Northwest Quarter Corner and the North Quarter Corner of said Section 21 as noted on the Davis County Township Reference Plat) and running thence:

thence along the northerly and westerly lines of Syracuse Meadows Subdivision Plat 4 the following four (4) three course and distances:

- 1) South 00°11'28" West 396.00 feet;
- 2) North 89°40'58" West 69.25 feet;
- 3) South 00°19'02" West 309.99 feet to a point on the North line of 2850 South Street;
- 4) South 04°02'03" West 60.13 feet to a point on the South line of said 2850 South street;

thence South 89°40'58" East 207.14 feet along the South line of said 2850 South Street to the Northwest corner of Lot 42, Syracuse Meadows Subdivision Plat 4;
thence South 210.39 feet along the West line of said Lot 42;
thence South 89°40'58" East 420.72 feet along the South line of Syracuse Meadows Subdivision;
thence South 00°19'02" West 117.00 feet;
thence southwesterly 23.56 feet along the arc of a 15.00-foot radius tangent curve to the right (center bears North 89°40'58" West and the long chord bears South 45°19'02" West 21.21 feet with a central angle of 90°00'00")
thence South 00°19'09" West 60.00 feet;
thence southeasterly 23.56 feet along the arc of a 15.00 feet-foot radius tangent curve to the right (center bears South 00°19'02" West and the long chord bears South 44°40'58" East 21.21 feet with a central angle of 90°00'01");
thence South 00°19'02" West 55.00 feet;
thence southerly 55.00 feet along the arc of a 180.00-foot radius curve to the left (center bears South 89°40'58" East and the long chord bears South 08°26'12" East 54.79 feet with a central angle of 17°30'28");
thence southerly 36.67 feet along the arc of a 120.00-foot radius curve to the right (center bears South 72°48'34" West and the long chord bears South 08°26'12" East 36.53 feet with a central angle of 17°30'28")
thence South 00°19'02" West 650.65 feet to a point on the North line of the land described in that certain Quitclaim Deed recorded June 15, 2017 as Entry No. 3026750 in Book 6787 at page 1045;
thence North 89°40'19" West 1574.42 feet along said North line to the West line of said Section 21;
thence North 00°11'28" East 309.66 feet along said West line;
thence South 89°48'32" East 440.00 feet;
thence North 00°11'28" East 1224.99 feet;
thence South 89°41'00" East 371.14 feet;
thence North 00°11'11" East 443.37 feet to North line of said Section 21;
thence South 89°40'58" East 197.02 feet along the section line to the Point of Beginning.

Contains: 1,662,230 square feet or 38.160 acres.

Less and excepting that portion sold to Davis School District

A parcel of land, situate in the North Half of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Syracuse City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point which is North 89°40'58" West 1696.14 feet along the section line and South 00°19'02" West 1168.38 feet from the North Quarter Corner of said Section 21, and running thence:

thence South 89°40'58" East 592.06 feet to a point on a Special Warranty Deed from CW Shoreline, LLC, a Utah limited liability company to Woodside Homes of Utah, LLC, a Utah limited liability company recorded on August 8, 2020 as Entry no. 3280589 in book 7572 at Pages 2003-2006;

thence southeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears South 00°19'20" West and the long chord bears South 44°40'58" East 21.21 feet with a central angle of 90°00'00"), along a westerly line in the aforementioned Special Warranty Deed which states a length of 23.68 feet along the arc of a 15.21 foot radius curve and a long chord of South 44°17'34" East 21.36 feet with a central angle of 89°13'13";

thence South 00°19'02" West 55.00 feet along a westerly line in the aforementioned Special Warranty Deed;

thence southerly 55.00 feet along the arc of a 180.00 foot radius curve to the left (center bears South 89°40'58" East and the long chord bears South 08°26'12" East 54.79 feet with a central angle of 17°30'28") along a westerly line in the aforementioned Special Warranty Deed;

thence southerly 36.67 feet along the arc of a 120.00 foot radius curve to the right (center bears South 72°48'34" West and the long chord bears South 08°26'12" East 36.53 feet with a central angle of 17°30'28")

thence South 00°19'02" West 248.20 feet along a westerly line in the aforementioned Special Warranty Deed;

thence North 89°40'58" West 100.00 feet;

thence South 00°19'02" West 224.00 feet;

thence South 89°40'58" East 100.00 feet to a westerly line in the aforementioned Special Warranty Deed;

thence South 00°19'02" West 46.50 feet along a westerly line in the aforementioned Special Warranty Deed;

thence North 89°40'58" West 100.00 feet;

thence South 00°19'02" West 112.00 feet;

thence North 89°40'19" West 464.58 feet;

thence North 00°11'28" East 224.24 feet;

thence North 89°48'32" West 100.00 feet;

thence North 00°11'28" East 354.35 feet;

thence northerly 42.24 feet along the arc of a 230.00 foot radius curve to the left (center bears North 89°48'32" West and the long chord bears North 05°04'11" West 42.18 feet with a central angle of 10°31'19");

thence North 10°19'51" West 126.73 feet;

thence northerly 31.22 feet along the arc of a 170.00 foot radius curve to the right (center bears North 79°40'09" East and the long chord bears North 05°04'11" West 31.18 feet with a central angle of 10°31'19");

thence North 00°11'28" East 7.40 feet;

thence northeasterly 27.32 feet along the arc of a 15.00 foot radius curve to the right (center bears South 89°48'32" East and the long chord bears North 52°22'06" East 23.70 feet with a central angle of 104°21'16");

thence easterly 57.12 feet along the arc of a 230.00 foot radius curve to the left (center bears North 14°32'44" East and the long chord bears South 82°34'07" East 56.97 feet with a central angle of 14°13'42") to the point of beginning.

Contains: 472,150 square feet or 10.839 acres.

EXHIBIT "B"
GRANTOR PROPERTY

BEG AT A PT 924.0 FT S ALG THE SEC LINE FR THE NW COR OF SEC 21-T4N-R2W, SLM; & RUN TH S 132.0 FT ALG THE SEC LINE; TH E 440.0 FT; TH N 132.0 FT; TH W 440.0 FT TO THE POB. ALSO: BEG AT A PT 1056.0 FT S ALG THE SEC LINE FR THE NW COR OF SEC 21-T4N-R2W, SLM; & RUN TH S 132 FT ALG THE SEC LINE; TH E 440 FT; TH N 132 FT; TH W 440 FT TO THE POB. LESS & EXCEPT ANY PORTION LYING WITHIN THE LEGAL BOUNDS OF 3000 WEST STR. CONT. 2.448 ACRES.

Parcel No. 12-103-0078

EXHIBIT "C"
EASEMENT AREA

KRR
September 6, 2019
Job no. 8508-A Shoreline

40 Foot Utility and Access Easement Over Toucan Investments Property

Beginning at a point on the center line of 3000 West Street and the section line, said point being South 0°11'28" West 1036.00 feet along the section line from the Northwest Corner of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running;
Thence South 89°48'32" East 440.00 feet;
Thence South 0°11'28" West 40.00 feet;
Thence North 89°48'32" West 440.00 feet to the center line of 3000 West Street and the section line;
Thence North 0°11'28" East 40.00 feet along the center line of 3000 West Street and the section line to the point of beginning.

A portion of Parcel No. 12-103-0078