

E 3540287 B 8316 P 126-136  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
08/15/2023 10:34:21 AM  
FEE: \$40.00 Pgs: 11  
DEP eCASH REC'D FOR: COTTONWOOD TITLE  
INSURANCE AGENCY, INC.

When Recorded Return To:  
Cheney Law Group  
Attn: Brian C. Cheney  
10808 S. River Front Pkwy, Ste 365  
South Jordan, UT 84095

APN: 11-061-0260, 11-061-0256, 11-061-0257 & 11-061-0258

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## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Agreement”) is dated August 15, 2023, is made by and between BOULDER RANCH L.C., a Utah limited liability company, North Utah Holdings, LLC, a Utah limited liability Company, (collectively, the “Grantor”), and WINKEL ROCK, LLC, a Utah limited liability company (“Grantee”), with reference to the following facts.

A. Grantee is the owner of certain real property described in **Exhibit A** attached hereto (“Grantee’s Property”).

B. Grantor is the owner of certain real property adjacent to Grantee’s Property described in **Exhibit B** attached hereto (“Grantor’s Property”).

C. Grantor wishes to grant, and Grantee wishes to receive a temporary, exclusive construction easement over, under and across Grantor’s Property subject to and in accordance with the terms and conditions set forth herein.

In consideration of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee hereby agree as follows:

### 1. TEMPORARY CONSTRUCTION EASEMENT

Grantor grants and conveys to Grantee a temporary, exclusive easement over the area described on **Exhibit C-1** attached hereto and shown on **Exhibit C-2** attached (“TCE Area”) for the sole purpose of encroaching upon and access to the TCE Area as needed to complete Grantee’s proposed development project on Grantee’s Property (the “Development Work”). This temporary construction easement will commence on the date that Grantee commences the Development Work (the “Commencement Date”) and will end on the date that Grantee completes the Development Work (the “Expiration Date”). Promptly following the Expiration Date, Grantee shall return the TCE Area to substantially the same condition as it existed on the date of Grantee’s first entry onto the TCE Area and surrender the TCE Area to Grantor. Grantee shall promptly repair, at its sole cost and expense, any damage to Grantor’s Property caused by the actions of Grantee or its employees, contractors, or agents (collectively, the “Authorized Parties”) pursuant to the rights granted under this Agreement. After the Expiration Date and

upon Grantor's request, Grantee shall execute and acknowledge a termination and release of this Agreement in recordable form.

## 2. WARRANTIES OF TITLE

Subject to the terms and conditions of this Agreement, Grantor warrants that Grantor has good and indefeasible fee simple title to the Grantor's Property and the TCE Area; that Grantor has the full right and lawful authority to grant this easement, and that Grantee shall and may peaceably have, hold and enjoy the easement granted herein. Grantee accepts the TCE Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives and releases all warranties, express or implied, regarding the condition and use of the TCE Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

## 3. NO LIENS

Grantee shall keep the TCE Area and Grantor's Property free from any liens or payment bond claims arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee. Grantee agrees not to permit or suffer and, to the extent permitted or suffered, cause to be removed and released, any mechanic's lien, materialmen's or other lien on account of supplies, machinery, tools, equipment, labor or materials furnished or used in connection with entry or work upon the TCE Area or Grantor's Property by Grantee or the Authorized Parties.

## 4. INSURANCE

Grantee shall maintain or shall require all Authorized Parties that work on the TCE Area to maintain commercial general liability insurance in the sum of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, insuring against any damages or liabilities which may occur as a result of such Authorized Party exercising its rights under this Agreement. At Grantor's request, Grantee shall provide Grantor with a certificate of said insurance from itself and any Authorized Party before they commence activity on the TCE Area.

## 5. INDEMNIFICATION

Grantee and its successors and assigns hereby agree to indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor, Grantor's officers, directors, employees, managers, members, agents, trustees, servants, successors, and assigns from and against any and all liens, claims, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of: (i) the use of the TCE Area by Grantee or the Authorized Parties; and (ii) any work performed on the TCE Area by Grantee or the Authorized Parties or its successors or assigns, and their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

## 6. MISCELLANEOUS

a. Subject to the terms and conditions of this Agreement, all provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the parties.

b. Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

c. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart.

[Signatures on Following Page]



**GRANTOR:**

North Utah Holdings, LLC  
a Utah limited liability company

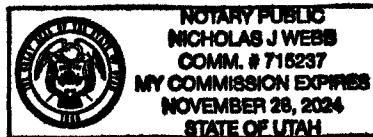
By: *[Signature]*  
Name: Mckay Winkel  
Title: MANAGER

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of AUGUST, 2023, by MCKAY WINKEL, the MANAGER of North Utah Holdings, LLC, a Utah limited liability company, on behalf of such company.

*Nicholas J Webb*  
NOTARY PUBLIC

[Grantee signature on following page]





**Exhibit A**  
**Legal Description of Grantee's Property**

That certain real property located in Davis County, State of Utah, more particularly described as follows:

A PARCEL OF LAND LYING WITHIN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF KAYS CREEK, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY AND NON ACCESS LINE OF INTERSTATE 15, SAID POINT ALSO BEING LOCATED NORTH 89°28'04" WEST ALONG SECTION LINE 1270.98 FEET (NORTH 89°27'20" WEST 1271.00 FEET BY DEED) AND SOUTH 84.50 FEET AND NORTH 77°14'00" WEST 108.64 FEET (NORTH 77°13'31" WEST BY DEED) FROM A FOUND BRASS CAP MONUMENT MARKING THE NORTH QUARTER CORNER OF SAID SECTION 28; RUNNING THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: 1) SOUTH 77°14'00" EAST 146.12 FEET, 2) SOUTH 42°21'05" EAST 210.65 FEET TO A POINT ON A 1759.90 FOOT TANGENT RADIUS CURVE TO THE RIGHT; 3) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°53'35" A DISTANCE OF 211.73 FEET (CHORD BEARS SOUTH 40°41'49" EAST 211.60 FEET); THENCE SOUTH 47°38'55" WEST 386.32 FEET; THENCE SOUTH 64°35'28" WEST 81.55 FEET; THENCE SOUTH 25°24'32" EAST 205.85 FEET; THENCE SOUTH 1°35'03" EAST 46.21 FEET; THENCE SOUTH 88°25'02" WEST 146.85 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MAIN STREET; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 25°24'32" WEST 515.66 FEET TO THE CENTER LINE OF SAID KAYS CREEK; THENCE ALONG SAID CREEK THE FOLLOWING FOUR (4) COURSES: 1) NORTH 62°43'40" EAST 98.30 FEET TO A POINT ON A 70.0 FOOT TANGENT RADIUS CURVE TO THE LEFT, 2) NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°32'16" A DISTANCE OF 58.08 FEET (CHORD BEARS NORTH 38°57'32" EAST 56.43 FEET), 3) NORTH 15°11'24" EAST 159.73 FEET, 4) NORTH 16°27'33" EAST 178.28 FEET TO THE POINT OF BEGINNING.

(NAD83 STATE PLAIN ROTATION, CLOCKWISE 0°21'19'')

**Exhibit B**  
**Legal Description of Grantor's Property**

That certain real property located in Davis County, State of Utah, more particularly described as follows:

**Parcel ID: 11-061-0256**

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 15, SAID POINT BEING ON THE ARC OF A 1759.90 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT, SAID POINT BEING SOUTH 397.08 FEET AND WEST 954.48 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING 3 COURSES: 1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°16'26" A DISTANCE OF 254.14 FEET, CHORD BEARS SOUTH 33°06'49" EAST 253.92 FEET TO A POINT ON THE ARC OF A NON TANGENT 1483.17 FOOT RADIUS CURVE TO THE RIGHT, 2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°22'06" A DISTANCE OF 320.17 FEET, CHORD BEARS SOUTH 11°40'53" EAST 319.55 FEET, 3) SOUTH 9°05'54" EAST 19.76 FEET; THENCE SOUTH 89°07'13" WEST 475.47 FEET, THENCE NORTH 1°35'03" WEST 25.05 FEET; THENCE SOUTH 88°25'02" WEST 4.44 FEET; THENCE NORTH 1°48'26" WEST 270.10 FEET; THENCE NORTH 47°38'55" EAST 382.28 FEET TO THE POINT OF BEGINNING

CONTAINS 192,880 SQ. FT. 4.430 ACRES, STATE PLAIN ROTATION, CLOCKWISE 0°21'19"

**Parcel ID: 11-061-0257**

BEGINNING AT A POINT ON AN EASTERY LINE OF THAT CERTAIN PARCEL CITED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED JULY 6, 2023, AS ENTRY NO. 3531604 IN BOOK 8270 AT PAGE 737-739, SAID POINT ALSO BEING SOUTH 00°04'16" WEST 784.49 FEET AND EAST 1356.95 FEET FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 76°40'21" EAST 48.94 FEET; THENCE SOUTH 01°45'39" EAST 119.30 FEET; THENCE NORTH 25°24'32" WEST ALONG SAID EASTERLY LINE 119.52 FEET TO THE POINT OF BEGINNING.

CONTAINS: 2,860 SQUARE FEET OR 0.066 ACRES, STATE PLAIN ROTATION, CLOCKWISE 0°21'19"



**Parcel ID: 11-061-0258**

BEGINNING AT A POINT ON AN EASTERLY LINE OF THAT CERTAIN PARCEL CITED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED JULY 6, 2023, AS ENTRY NO. 3531604 IN BOOK 8270 AT PAGE 737-739, SAID POINT ALSO BEING SOUTH 00°04'16" WEST 784.49 FEET AND EAST 1356.95 FEET FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 25°24'32" WEST ALONG SAID EASTERLY LINE 74.91 FEET; THENCE NORTH 64°35'28" EAST 1.01 FEET; THENCE NORTH 76°40'21" EAST 78.48 FEET; THENC SOUTH 01°53'39" EAST 74.95 FEET; THENCE SOUTH 76°40'21" WEST 48.94 FEET TO THE POINT OF BEGINNING.

CONTAINS: 4,718 SQUARE FEET OR 0.108 ACRES, STATE PLAIN ROTATION, CLOCKWISE 0°21'19"

## Exhibit C-1

### Legal Description of TCE Area

That certain real property located in the County of Davis, State of Utah, more particularly described as follows:

BEGINNING AT A POINT SOUTH  $0^{\circ}04'00''$  WEST ALONG THE SECTION LINE 690.53 FEET AND SOUTH  $89^{\circ}55'44''$  EAST 1401.71 FEET FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH  $1^{\circ}49'09''$  WEST 13.16 FEET; THENCE NORTH  $47^{\circ}38'55''$  EAST 382.28 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 15 AND A POINT ON THE ARC OF A 1759.90 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $0^{\circ}19'37''$  A DISTANCE OF 10.04 FEET, CHORD BEARS SOUTH  $37^{\circ}05'13''$  EAST 10.04 FEET; THENCE SOUTH  $47^{\circ}38'55''$  WEST 389.91 FEET TO THE POINT OF BEGINNING

CONTAINS 3,861 SQ. FT.

STATE PLAIN ROTATION, CLOCKWISE  $0^{\circ}21'19''$

