

WHEN RECORDED MAIL TO:
Tooele City
90 North Main Street
Tooele, UT 84074
Attention: City Recorder Office

PARCEL I.D.#: 23-024-0-000R
Grantor: GRNOBL Western Acres, LLC
a Utah limit liability company

TEMPORARY ROAD TURNAROUND EASEMENT AGREEMENT

For the sum of Ten Dollar (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRNOBL Western Acres, LLC, a Utah limited liability company, as “Grantor,” hereby grants and conveys to Tooele City Corporation, a body politic of the State of Utah (the “City”), and to Western Acres Owners Association, a Utah nonprofit corporation (the “Association”), which are hereinafter collectively referred to as “Grantees,” their successors and assigns, a temporary easement and right of way over, through, and across that certain road turnaround area, which is generally shown on Exhibit A attached hereto and incorporated herein by this reference (the “Road Turnaround Easement Area Illustration”), and which is more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the “Road Turnaround Easement Area”), such that vehicles which are properly within the Patchwork Avenue private right-of-way identified on the Road Turnaround Easement Area Illustration may enter upon the Road Turnaround Easement Area in order to turn around and reverse the direction of travel for such vehicles (the “Easement”). The Easement is for the use and benefit of the City and all employees, contractors, and agents of the City, and all persons, including owners, tenants, and guests of the residents within the Western Acres Townhomes Subdivision who are otherwise authorized to utilize Patchwork Avenue for vehicular ingress and egress. To the extent that the Road Turnaround Easement Area is improved, repaired, and maintained for the use as a vehicle turnaround area, Grantor shall perform such installation, maintenance, and repair services.

In the event of any discrepancy between the legal description of the Road Turnaround Easement Area on Exhibit B attached hereto and the depiction of the Road Turnaround Easement Area shown on the Road Turnaround Easement Area Illustration on Exhibit A attached hereto, the legal description on Exhibit B shall control.

Grantees shall restore timely, at Grantees’ expense, any damage to the Road Turnaround Easement Area or to any of Grantor’s adjacent real property caused by Grantees, their agents, contractors, employees, guests, and invitees in their use of the Easement.

Grantor reserves for itself, its successors and assigns, and their agents, contractors, employees, guests, and invitees, all rights in the Road Turnaround Easement Area to the extent such rights do not impair or interfere with the rights granted to the Grantees hereunder.

To the extent that the Association obtains and maintains in effect private road liability insurance pertaining to Patchwork Avenue, which abuts the Road Turnaround Easement Area, the Association shall obtain and maintain in effect, at the expense of the Association, similar private road liability insurance that pertains to the Road Turnaround Easement Area (the "Turnaround Insurance Policy"). Grantor and City shall be named as an additional insured parties under the Turnaround Insurance Policy, and the Association shall maintain in effect the Turnaround Insurance Policy until the Easement is terminated, as provided herein. The Association shall deliver to Grantor and City written evidence of the existence of the Turnaround Insurance Policy, when requested to do so by Grantor.

The Easement shall automatically terminate when a plat is recorded in the Office of the Recorder of Tooele County, Utah (the "Recorder") which includes the Road Turnaround Easement Area and which plat creates a road easement for vehicular traffic through any portion of the Road Turnaround Easement Area that may be utilized by the Grantees. If requested by Grantor, the Grantees shall execute, acknowledge, and record in the Office of the Recorder a document that evidences the termination of the Easement following the automatic termination of the Easement as provided herein.

This grant of Easement shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of the successors and assigns of the Grantees.

IN WITNESS WHEREOF, Grantor has executed this Temporary Road Turnaround Easement Agreement this 13 day of February, 2024.

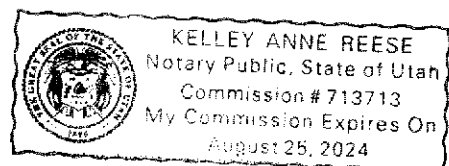
Grantor:

GRNOBL Western Acres, LLC,
a Utah limited liability company

By: [Signature]
Name: AGreen
Title: Manager

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13 day of February, 2024 by AGreen in such person's capacity as the Manager of GRNOBL Western Acres, LLC, a Utah limited liability company.



[Signature]
Notary Public

EXHIBIT A

Road Turnaround Easement Area Illustration

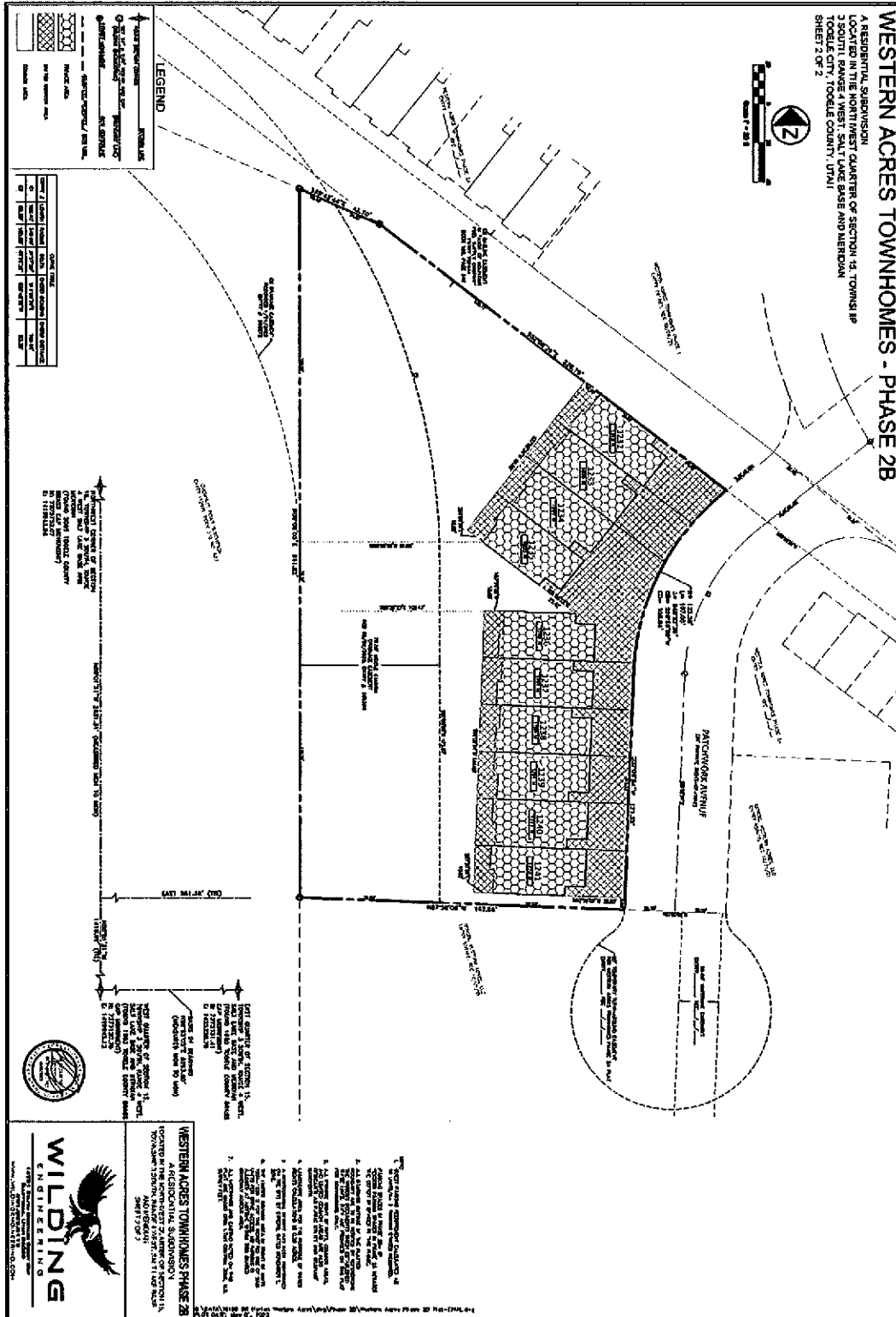


EXHIBIT B

**Legal Description of the
Road Turnaround Easement Area**

The Road Turnaround Easement Area is located in Tooele County, Utah and is more particularly described as follows:

BEGINNING AT A POINT WHICH IS SOUTH 00°01'31" EAST ALONG THE SECTION LINE A DISTANCE OF 1220.78 FEET AND EAST 514.14 FEET FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE SOUTH 87°50'06" EAST 51.00 FEET; THENCE SOUTHEASTERLY 13.47 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 23°33'52" EAST 13.02 FEET); THENCE NORTHWESTERLY 246.89 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT (CHORD BEARS NORTH 87°50'06" WEST 62.31 FEET); THENCE NORTHEASTERLY 13.47 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS REVERSE CURVE TO THE LEFT (CHORD BEARS NORTH 27°53'40" EAST 13.02 FEET) TO THE POINT OF BEGINNING.

CONTAINS 0.184 ACRES, MORE OR LESS.