

When Recorded Mail To:
Priority Builders, LLC
1700 W. 13331 S.
Riverton, UT 84065

CONSTRUCTION EASEMENT AGREEMENT

This Construction Easement Agreement (the "Agreement") is made and entered into this 9 day of October 2024, by and between:

Grantor:
Grantsville Soil Conservation District
787 E. Erda Way
Erda, UT 84074
("Grantor")

Grantee:
Priority Builders, LLC
1700 W. 13331 S.
Riverton, UT 84065
("Grantee")

RECITALS

WHEREAS, Grantor is the owner of certain real property known as Tax ID: 01-075-0-0036, 01-076-0-0005, 01-076-0-0007, 01-076-0-0008, 01-076-0-0009, 01-069-0-0087, 01-076-0-0004, 01-076-0-0003 (the "Property" a.k.a. the "Easement Area"); See attached Exhibit "A".

WHEREAS, Grantee desires to obtain an easement over a portion of the Property for the purposes of ingress, egress, and conducting construction activities, including the use of machinery to level the soil, on an adjacent parcel owned by or to be owned by Grantee, known as Tax ID: 01-076-0-0004, 01-076-0-0001, 01-076-0-0003 (the "Construction Parcel"); See attached Exhibit "B".

WHEREAS, Grantor is willing to grant such an easement to Grantee upon the terms and conditions set forth herein.

AGREEMENT

1. Grant of Easement.

Grantor hereby grants to Grantee, its employees, agents, contractors, and invitees, a non-exclusive easement (the "Easement") over and across the Property, as described in Exhibit A attached hereto, for the following purposes:

a. **Ingress and Egress:** To access the Parcel described herein, including the right to enter and exit the Construction Parcel for purposes of construction, inspection, and maintenance.

b. Construction Activities: To perform all necessary construction work, including but not limited to excavation, grading, and installation of utilities and infrastructure, on the Construction Parcel.

2. Use of Easement.

The Easement shall be used in a manner that minimizes any interference with Grantor's use and enjoyment of the Property. Grantee shall ensure that all construction work is conducted in a manner that complies with all applicable laws, ordinances, and regulations.

3. Duration.

The Easement shall commence on the date of this Agreement and shall continue in effect until the completion of all construction work on the Construction Parcel or until terminated by mutual agreement of the parties.

4. Maintenance and Repairs.

Grantee agrees to maintain and repair any damage caused to the Property as a result of the construction activities and shall restore the Property to its original condition, or as close as reasonably possible, upon completion of the construction work.

5. Indemnification.

Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with Grantee's use of the Easement, except to the extent caused by the negligence or willful misconduct of Grantor.

6. Insurance.

Grantee shall maintain, at its own expense, comprehensive general liability insurance with coverage limits of not less than N/A per occurrence and N/A in the aggregate, naming Grantor as an additional insured. Proof of such insurance shall be provided to Grantor upon request.

7. Termination.

This Agreement may be terminated by either party upon 90 days' written notice to the other party if the Easement is no longer needed for the purposes specified herein or if either party fails to comply with the terms and conditions of this Agreement.

8. Miscellaneous.

a. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

b. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

c. Amendments: Any amendments to this Agreement must be in writing and signed by both parties.

d. Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Easement Agreement as of the day and year first above written.

GRANTOR:



Niel Johnson, Chairperson #8

Grantsville Soil Conservation District

GRANTEE:



Bryce Jeffery Newman, Manager

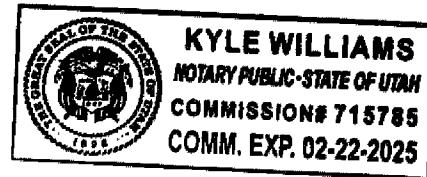
Priority Builders, LLC

State of Utah) §

County of Salt Lake)

On this 10th day of October, in the year 2024, personally appeared before me Niel Johnson, whose identity is personally known to me (or proven on the basis of name of document signer satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Chairperson of Grantsville Soil Conservation District and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said Chairperson acknowledged to me that name of document signer said Corporation executed the same. Witness my hand and official seal.


Notary Public



State of Utah) §

County of Salt Lake)

On this 9th day of October, in the year 2024, personally appeared before me Bryce Jeffery Newman, whose identity is personally known to me (or proven on the basis of name of document signer satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Manager of Priority Builders, LLC and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said Chairperson acknowledged to me that name of document signer said Corporation executed the same. Witness my hand and official seal.


Notary Public

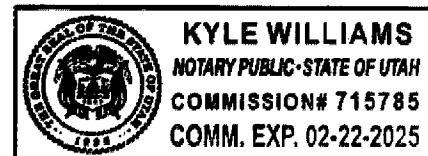


Exhibit A

(Description of the Property a.k.a. the Easement Area)

Parcel One

The Southeast 1/4 of the Southeast 1/4 Section 8, Township 3 South, Range 5 West, Salt Lake Base and Meridian.

Tax ID 01-075-0-0036

Parcel Two

The Northwest 1/4 of the Southwest 1/4 Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian.

Tax ID 01-076-0-0005

Parcel Three

Northeast 1/4 of the Southwest 1/4, Also beginning at the North 1/4 Corner of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian, West 15.5 Chains, South 40 Chains, East 15.5 Chains. Thence North 40 Chains to the Point of Beginning.

LESS AND EXCEPTING:

A parcel of land, situate in the Northwest Quarter Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian, said parcel is also located in Grantsville, Utah, Tooele County, more particularly described as follows:

Beginning at a point on the measured Quarter Section line, which is located South $0^{\circ}32'23''$ West 5.37 feet along said Quarter Section line from the found monument at the North Quarter Corner of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian, and running:

thence South $0^{\circ}32'23''$ West 90.00 feet along the Quarter Section line;
thence North $89^{\circ}45'24''$ West 1317.01 feet along the extension of the existing south line of Nygreen Street, to the current end of said street;
thence North $0^{\circ}14'16''$ East 90.00 feet to the current end of the north line of said Nygreen Street;
thence South $89^{\circ}45'24''$ East 1317.49 feet along the extension of said north line, to the Point of Beginning.

Parcel contains: 118,552 square feet, or 2.722 acres

Tax ID 01-076-0-0008

Parcel Four

The Southeast 1/4 of the Southwest 1/4 Section 9, Township 3 South Range 5 West, Salt Lake Base and Meridian.

Tax ID 01-076-0-0007

Parcel Five

The East 1/2 the Southeast 1/4 of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian.

Tax ID 01-076-0-0009

Parcel Six

Beginning at the South 1/4 Corner of Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian, Running thence North 0°08'36" East 536.93 feet, thence 89°36'01" East 1799.95 feet, thence South 89°52'17" East 841.12 feet, thence South 0°07'43" West 528.87 feet, thence South 89°35'57" West 2641 feet to the Point of Beginning.

ALSO, Beginning at the Center of Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian, Running thence East 32.33 feet, South 0°22'48" East 1321.88 feet, thence North 89°51'44" West 32.33 feet, thence North 1321.88 feet to the Point of Beginning.

Tax ID 01-069-0-0087

Parcel Seven

Beginning at the Northwest corner of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian; and running thence South 528 feet to the TRUE POINT OF BEGINNING; thence East 1521 feet; thence South 1584.76 feet; thence West 1520 feet; thence North 1584.76 feet to the point of beginning. Also being described as the South 792 feet of the Northwest Quarter of the Northwest Quarter and the North 792.81 feet of the Southwest Quarter of the Northwest Quarter of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian.

Tax ID 01-076-0-0004

Parcel Eight

The Southwest Quarter of the Northwest Quarter of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian. LESS AND EXCEPTING therefrom those portions conveyed in that certain Corrective Warranty Deed and Warranty Deed for Exchange of Properties, recorded December 19, 1986, as Entry No. 4869, in Book 248, at Page 577, of the Official Records, being more particularly described as follows:

Beginning at the Southeast Corner of the Northwest Quarter of the Northwest Quarter of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian; thence North along the "Forty" line 3428.15 feet, more or less, to the Southeast corner of the "Anderson property" (situate on the East line of of the Northwest Quarter of the Southwest Quarter of Section 4) thence West along the South line of said Anderson property 1320 feet, more or less, to the East line of Section 5, thence South along said Section line 4131.4 feet (said point being 792 feet South of the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 9), thence East 1320 feet, more or less, to the East "Forty" line of said Southwest Quarter of the Northwest Quarter, thence North along said Forty line 792 feet to beginning.

Tax ID 01-076-0-0003

Exhibit B
(Description of the Construction Parcel)

Parcel One

Beginning at the Northwest corner of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian; and running thence South 528 feet to the TRUE POINT OF BEGINNING; thence East 1521 feet; thence South 1584.76 feet; thence West 1520 feet; thence North 1584.76 feet to the point of beginning. Also being described as the South 792 feet of the Northwest Quarter of the Northwest Quarter and the North 792.81 feet of the Southwest Quarter of the Northwest Quarter of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian.

Tax ID 01-076-0-0004

Parcel Two

Beginning 1320 Feet East of the Northwest Corner of Section 9, Township 3 South, Range 5 West, South 40 Chains, East 4.5 Chains, North 40 Chains West 4.55 chains to the point of beginning.

Tax ID 01-076-0-0001

Parcel Three

The Southwest Quarter of the Northwest Quarter of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING therefrom those portions conveyed in that certain Corrective Warranty Deed and Warranty Deed for Exchange of Properties, recorded December 19, 1986, as Entry No. 4869, in Book 248, at Page 577, of the Official Records, being more particularly described as follows:

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Tax ID 01-076-0-0003