

When Recorded Return to:

Edge Construction, LLC
13702 S. 200 W., Suite B12
Draper, Utah 84020

Utah County Parcels:
Portions of 59-034-0007; 59-043-0050; 59-043-0052

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

This *Temporary Construction and Access Easement Agreement* ("**Agreement**") is entered into by and Utah Real Estate Venture, LLC, a Utah limited liability company ("**Fieldstone**"), Edge Homes Utah, LLC, a Utah limited liability company ("**Edge**"), and Plumb Holdings E.M., L.L.C., a Utah limited liability company ("**Plumb**"). Smiths, Edge, and Plumb are the "**Parties**" to this Agreement and individually each is a "**Party**" hereto. The Parties each own portions of that certain area located in Utah County, Utah, and identified on **Exhibit A** hereto ("**Easement Area**"). The Parties desire that the Easement Area be developed into a public right of way sufficient to enable residential development of the Parties' respective parcels adjoining the Easement Area.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Reciprocal Grant of Easement. Each Party does grant to each other Party a temporary construction and access easement ("**Easement**") over the portion of the Easement Area owned by the granting party, subject to the terms, conditions, and limitations set forth herein.

2. Scope of Easement. The Easement shall be solely for the purposes of: (a) constructing within the Easement Area a public right of way ("**Road**"), built to standards acceptable to City of Eagle Mountain, Utah ("**City**"), which may require the installation of paving, curb, gutter, sidewalks, lighting, signage, etc.; (b) installing within the easement area transmission lines and facilities for water, sewer, gas, electricity, and other utilities necessary or convenient for residential development (such lines and facilities being, collectively, the "**Utilities**") (c) using the Easement Area for such additional construction-related activities as may be necessary to accomplish construction of the Road or the installation of the Utilities, including but not limited to, surveying, grading, excavation, earthwork, site inspection, materials storage, construction staging, etc.; (d) repairing, modifying, upgrading, or replacing the Road, as required by the City; and (e) accessing the Easement Area, including with vehicles and machinery, as necessary to complete the foregoing purposes.

3. Duration of Easement. The Easement shall be temporary in nature and will continue only as long as is necessary to complete construction of the Road and

installation of the Utilities. The Easement shall automatically terminate, without the need of any written release, as to any parcel of land comprising the Easement Area when the Road on such portion of the Property has been completed and accepted by the City as a public right of way. Nevertheless, without affecting the automatic nature of the termination of the Easement, once the foregoing conditions have been satisfied as to any portion of the Easement Area, an affected Party may request a written confirmation of such termination, in recordable form, from any other Party whose rights have been automatically terminated hereunder and the releasing Party shall promptly grant such a release.

4. Miscellaneous. This Agreement, and the Easement granted herein, shall run with the land and shall inure to the benefit of, and be binding upon the Parties and their assigns and successors interest. This Agreement shall be governed by the laws of the State of Utah.

DATED this 22 day of October, 2018.

FIELDSTONE

Utah Real Estate Venture, LLC, a Utah limited liability company

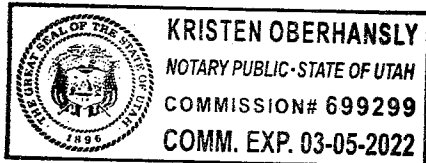
By: Jason Harris
Name: Jason Harris
Title: Assistant Secretary

STATE OF UTAH)

ss.

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 22 day of October, 2018 by Jason Harris as the assistant secretary of Utah Real Estate Venture, LLC.



Handwritten signature

EDGE

Edge Homes Utah, LLC, a Utah limited liability company

By: Steve Maddox

Name: Steve Maddox

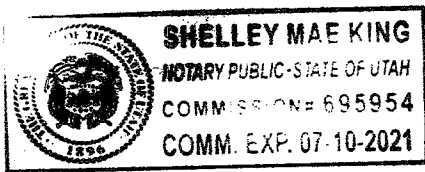
Title: Manager

STATE OF UTAH)

ss.

COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 18 day of December, 2018 by Steve Maddox as the manager of Edge Homes Utah, LLC.



Shelley King
Notary Public #695954

PLUMB

Plumb Holdings, E.M., L.L.C.

By: Walter J Plumb

Name: Walter J Plumb

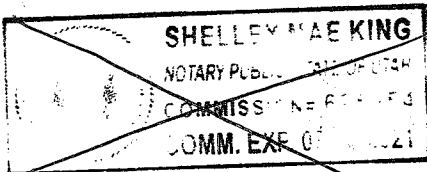
Title: Manager

STATE OF UTAH)

ss.

COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 18 day of December, 2018 by Walter Plumb as the Manages of Plumb Holdings E.M., L.L.C.



Shelley King
Notary Public

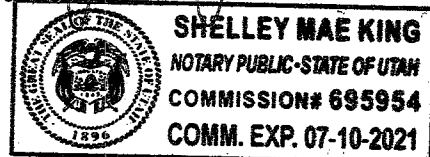


EXHIBIT A

(Legal Description of Easement Area)

SAGO PALM DRIVE ROADWAY EASEMENT

A portion of the Southeast Quarter of Section 2, and the Northeast Quarter of Section 11, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at the South 1/4 Corner of said Section 2, Township 6 South, Range 2 West, Salt Lake Base & Meridian; thence N0°51'28"E along the Quarter Section Line 38.50 feet; thence N89°56'09"E (being parallel with and 38.50 feet North of the South line of said Section 2) 1411.30 feet; thence along the arc of a 25.00 foot radius curve to the left 14.12 feet through a central angle of 32°21'34" (chord: N73°45'22"E 13.93 feet) to the west line of Eagle Mountain Boulevard; thence S0°15'37"W along said west line 92.88 feet; thence S89°56'09"W (being parallel with and 50.50 feet South of the South line of said Section 2) 160.65 feet; thence N85°18'28"W 144.72 feet; thence S89°56'09"W (being parallel with and 38.50 feet South of the South line of said Section 2) 1120.53 feet; thence N0°51'28"E 38.50 feet to the point of beginning.

Contains: ±2.58 Acres

