

176952-CPI  
Tax ID Nos.: 26-34-226-008 and 26-34-276-020

When recorded, return to:

M.D.C. Holdings, Inc.  
Attn: Donna Prete  
4350 S. Monaco Street  
Denver, CO 80237

14241429 B: 11491 P: 8216 Total Pages: 8  
05/16/2024 03:02 PM By: tpham Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

## **TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AGREEMENT**

(Great Basin at Olympia 1 – Storm Drain Pond)

This TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AGREEMENT (this “Easement Agreement”) is entered into as of this 16 day of May, 2024 by and between OLYMPIA RANCH, LLC, a Utah limited liability com “Grantor”) and RICHMOND AMERICAN HOMES OF UTAH, INC., a Colorado corporation (“Grantee”). Grantor and Grantee may be referred to herein individually as a “Party” and collectively as the “Parties.”

### **RECITALS**

WHEREAS, Grantor is the owner of that certain real property described on **Exhibit “A”** attached hereto (“Easement Property”).

WHEREAS, Grantor desires to grant to Grantee a temporary access and construction easement for the purpose of ingress and egress to over the future Phase 2B of Great Basin at Olympia and the regional detention pond, as depicted on **Exhibit “C”** over the Easement Property and for the purpose of installing, maintaining and constructing the storm drainage pond and any related improvements thereto in the approximate location depicted on **Exhibit “B”** in accordance with the approved construction drawings for the Great Basin at Olympia Phase 1 Subdivision (“Storm Drainage Pond Improvements”) to the extent that any such Storm Drainage Pond Improvements are required to be located on the Easement Property.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grant of Nonexclusive Easement. Grantor hereby grants to Grantee and its affiliates, contractors, employees, agents, customers, licensees, invitees, successors and assigns a nonexclusive, temporary access and construction easement upon, over, across and under the Easement Property for the purpose of the installation, construction and maintenance of Storm Drainage Pond Improvements as follows: (a) access to, upon, over and across the Easement Property as may be reasonably necessary or appropriate in connection with installation and construction of the Storm Drainage Pond Improvements; (b) the passage, storage and parking of construction and other vehicles; (c) staging and stockpiling of construction materials and equipment, including dirt stockpiles; and (d) any other construction or maintenance activities as may be necessary in furtherance of the installation, construction and maintenance of the Storm Drainage Pond Improvements.

2. Term of Easements. This Easement Agreement and the other rights granted herein shall be effective from and after the date this Easement Agreement is recorded in the Official Records of Salt Lake County, Utah (the "Official Records"). This Easement Agreement and the other rights granted herein shall automatically expire and terminate without any action by the parties hereto being required on the date that is the later occurring of (a) one (1) year after Grantee has completed the installation and construction of the Storm Drainage Pond Improvements, or (b) the expiration of the warranty period required by the City applicable to the Storm Drainage Pond Improvements. Notwithstanding the foregoing or anything else to the contrary contained herein, upon the automatic termination of the Easement Agreement pursuant to the immediately preceding sentence and upon the written request of Grantor, Grantee agrees to execute, acknowledge and deliver to Grantor an instrument evidencing the termination of this Easement Agreement, which Grantor may record in the Official Records or Grantor may elect to record its own Termination of Easement Agreement, provided a copy of such Termination of Easement Agreement is promptly sent to Grantee.

3. Indemnification; Release; Insurance. Grantee hereby agrees that it shall defend, indemnify and hold Grantor, its affiliates, contractors, employees, agents, customers, licensees, invitees, successors and assigns harmless for, from and against any mechanics' and/or materialmen's liens and all other liabilities, injuries, claims, demands, losses and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the installation and construction of the Storm Drainage Pond Improvements, except to the extent caused by the negligence or willful misconduct (whether comparative or total) of Grantor, its affiliates, contractors, employees, agents, customers, licensees, invitees, successors and assigns. Grantee shall maintain an insurance policy with a financially responsible insurance company against claims for bodily injury, death or property damage claims by actions occurring upon or in connection with the use of the Easement Property, which policy describes Grantee as named insured and has limits of not less than \$2,000,000. Grantor shall be named as an additional insured on all such policies. Grantee shall provide Grantor such evidence as Grantor may reasonably request from time to time, that the insurance coverage provided by this paragraph is in effect.

4. No Public Dedication. Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of any portion of the Easement Property to or for the general public or for any public purpose whatsoever, and this Easement Agreement shall be strictly limited to and for the purposes expressed herein.

5. Run With Land. Until the termination in accordance with Section 2, the grant of easement and other provisions hereof shall run with the Easement Property, shall be a burden upon the Easement Property and shall be binding on Grantor, its successors and assigns, and every person who becomes an owner of all or any portion of the Easement Property; provided however upon the conveyance of the Easement Property, then Grantor's obligations hereunder shall cease, with Grantor being responsible only for obligations incurred prior to the conveyance and with Grantor's transferee being responsible only for obligations incurred after the conveyance.

6. Applicable Law. This Easement Agreement shall be construed and enforced in accordance with the laws of the State of Utah, without giving effect to the principles of the conflicts

of law. Any and all actions arising hereunder shall be brought only in the Salt Lake County District Court and the Parties consent to the jurisdiction and venue thereof.

7. Descriptive Headings. The descriptive headings of the paragraphs, subparagraphs and other portions of this Easement Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions herein.

8. Severability. If any terms, provisions or covenants contained in this Easement Agreement shall to any extent be invalid or unenforceable, the remainder of this Easement Agreement shall not be affected thereby, and each term, provision and condition hereof shall be valid and enforceable to the fullest extent permitted by law.

9. Counterparts. This Easement Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

*[signatures follow on next page]*

IN WITNESS WHEREOF, this Easement Agreement has been made effective as of the date first set forth above.

**GRANTOR:**

OLYMPIA RANCH, LLC,  
a Utah limited liability company

By: [Signature]  
Name: Ryan Burton  
Title: MANAGER

**GRANTEE:**

RICHMOND AMERICAN HOMES OF  
UTAH, INC.,  
a Colorado corporation

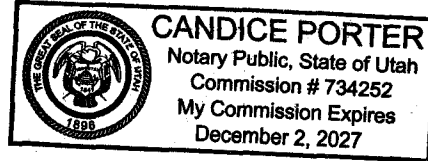
By: [Signature]  
Name: Paul J. Peterson  
Title: REGIONAL PRESIDENT

STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

The foregoing instrument was acknowledged before me on May 15, 2024 by Ryan Burton, as Manager of OLYMPIA RANCH, LLC, a Utah limited liability company.

[Signature]  
Notary Public

My Commission Expires:  
12-2-2027

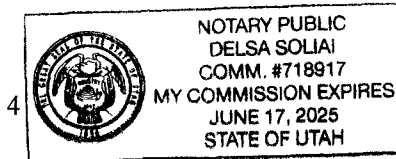


STATE OF UTAH )  
COUNTY OF Utah ) ss.

The foregoing instrument was acknowledged before me on May 14, 2024 by Paul J. Peterson the Regional President, of RICHMOND AMERICAN HOMES OF UTAH, INC., a Colorado corporation, on behalf of said company.

[Signature]  
Notary Public

My Commission Expires:  
June 17, 2025



4886-3176-1341.v1

---

## EXHIBIT "A"

### LEGAL DESCRIPTION OF EASEMENT PROPERTY

#### Great Basin at Olympia – Phase 1

#### Storm Drainage Pond Easement

A parcel of land, situate in the Northeast Quarter of Section 34 and the Northwest Quarter of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point being South 89°48'53" East 227.54 feet along the section line and South 446.56 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence Southeasterly 41.30 feet along the arc of a 26.00 foot radius curve to the right (center bears South 01°00'17" East and the chord bears South 45°30'08" East 37.09 feet with a central angle of 91°00'17");

thence South 315.81 feet;

thence East 13.47 feet;

thence South 00°30'22" East 16.00 feet;

thence West 13.61 feet;

thence South 151.02 feet;

thence Southwesterly 32.65 feet along the arc of a 20.50 foot radius curve to the right (center bears West and the chord bears South 45°37'34" West 29.31 feet with a central angle of 91°15'08");

thence North 88°44'52" West 112.63 feet;

thence South 88°45'17" West 110.80 feet;

thence Northwesterly 49.09 feet along the arc of a 30.50 foot radius curve to the right (center bears North 01°14'43" West and the chord bears North 45°08'14" West 43.96 feet with a central angle of 92°12'59");

thence North 00°58'16" East 235.44 feet;

thence North 00°58'16" West 235.57 feet;

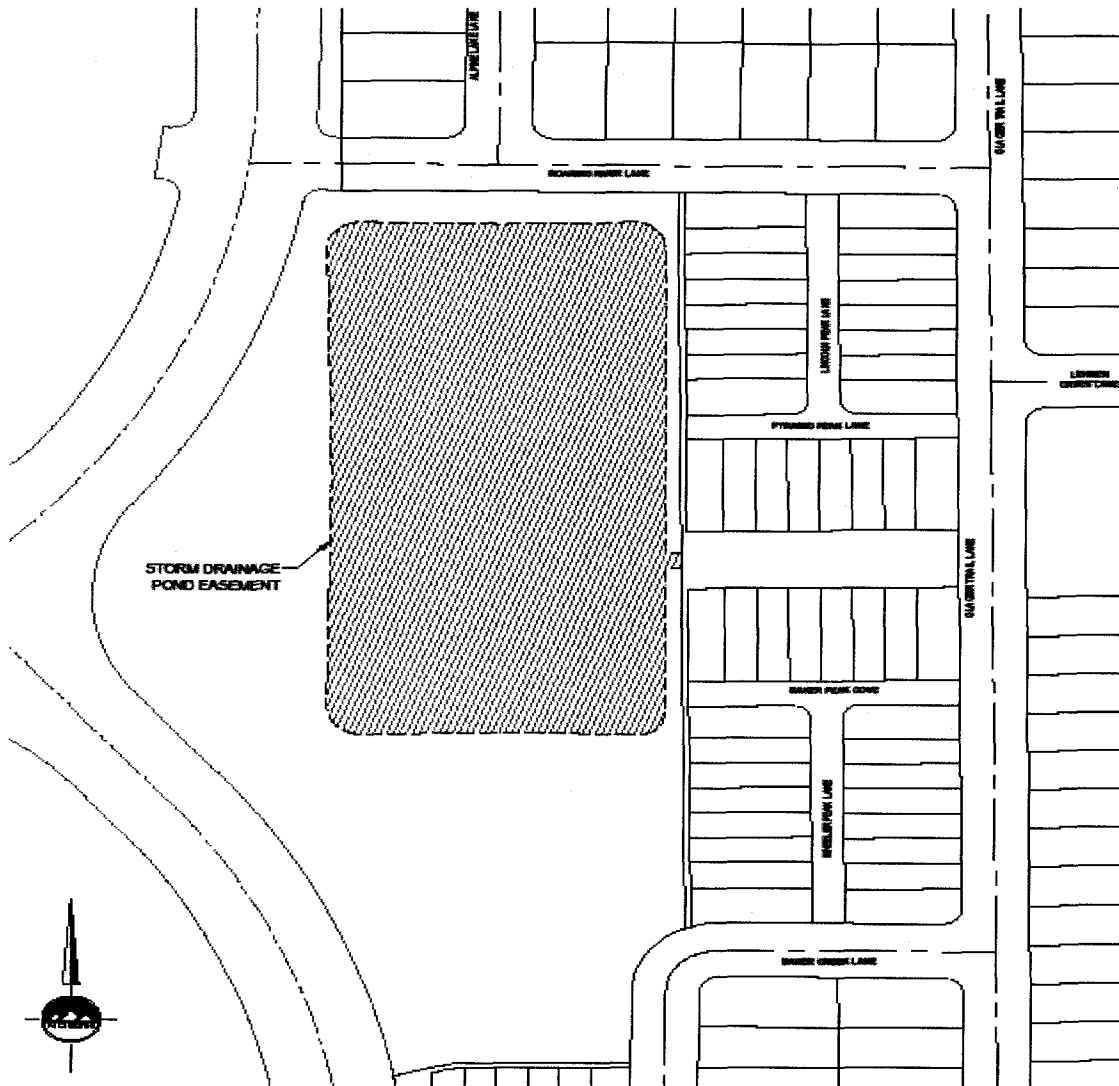
thence Northeasterly 43.34 feet along the arc of a 27.00 foot radius curve to the right (center bears North 89°01'44" East and the chord bears North 45°01'00" East 38.84 feet with a central angle of 91°58'32");

thence South 88°59'43" East 114.54 feet;

thence North 88°59'43" East 107.06 feet to the point of beginning.

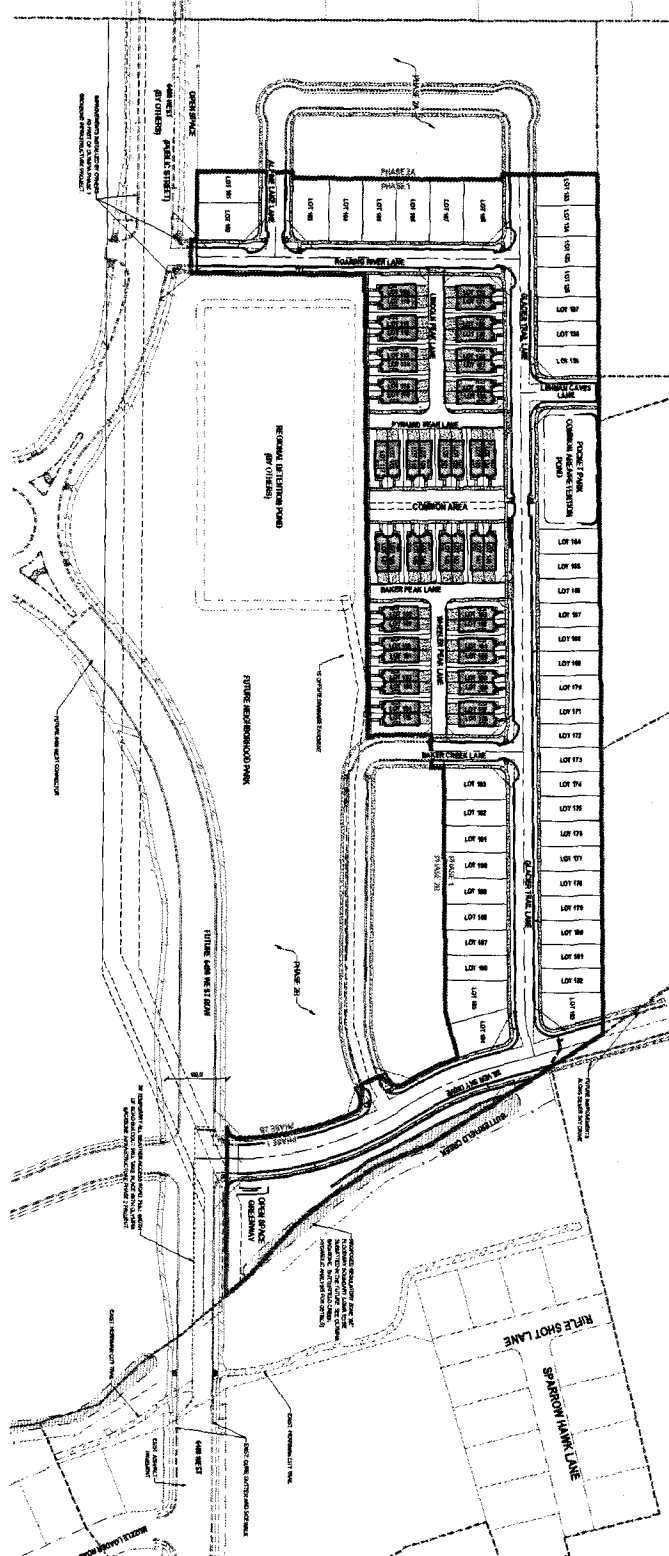
Contains 144,035 Square Feet or 3.307 Acres

# EXHIBIT "B"



PROJECT NUMBER: 15854 PROJECT MANAGER: RCS PROJECT DATE: 2024-09-20 DRAWN BY: RCS	<b>GREAT BASIN AT OLYMPIA</b> <b>PHASE 1</b> 6401 WEST 125TH SOUTH HERRING, UTAH <b>OFFSITE STORM DRAINAGE POND EASEMENT EXHIBIT</b>	 <b>ENSIGN</b> THE ENGINEERING COMPANY 6401 WEST 125TH SOUTH, SUITE 200 HERRING, UT 84033 PHONE: 801.269.9201 WWW.ENGINEERING.COM
<b>1 OF 1</b>		LEGEND: DATE: DRAWN BY: CHECKED BY: APPROVED BY:

# EXHIBIT C



**PHASE 1**

Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
101	101	101	101	101	101	101	101
102	102	102	102	102	102	102	102
103	103	103	103	103	103	103	103
104	104	104	104	104	104	104	104
105	105	105	105	105	105	105	105
106	106	106	106	106	106	106	106
107	107	107	107	107	107	107	107
108	108	108	108	108	108	108	108
109	109	109	109	109	109	109	109
110	110	110	110	110	110	110	110
111	111	111	111	111	111	111	111
112	112	112	112	112	112	112	112
113	113	113	113	113	113	113	113
114	114	114	114	114	114	114	114
115	115	115	115	115	115	115	115
116	116	116	116	116	116	116	116
117	117	117	117	117	117	117	117
118	118	118	118	118	118	118	118
119	119	119	119	119	119	119	119
120	120	120	120	120	120	120	120
121	121	121	121	121	121	121	121
122	122	122	122	122	122	122	122
123	123	123	123	123	123	123	123
124	124	124	124	124	124	124	124
125	125	125	125	125	125	125	125
126	126	126	126	126	126	126	126
127	127	127	127	127	127	127	127
128	128	128	128	128	128	128	128
129	129	129	129	129	129	129	129
130	130	130	130	130	130	130	130
131	131	131	131	131	131	131	131
132	132	132	132	132	132	132	132
133	133	133	133	133	133	133	133
134	134	134	134	134	134	134	134
135	135	135	135	135	135	135	135
136	136	136	136	136	136	136	136
137	137	137	137	137	137	137	137
138	138	138	138	138	138	138	138
139	139	139	139	139	139	139	139
140	140	140	140	140	140	140	140
141	141	141	141	141	141	141	141
142	142	142	142	142	142	142	142
143	143	143	143	143	143	143	143
144	144	144	144	144	144	144	144
145	145	145	145	145	145	145	145
146	146	146	146	146	146	146	146
147	147	147	147	147	147	147	147
148	148	148	148	148	148	148	148
149	149	149	149	149	149	149	149
150	150	150	150	150	150	150	150
151	151	151	151	151	151	151	151
152	152	152	152	152	152	152	152
153	153	153	153	153	153	153	153
154	154	154	154	154	154	154	154
155	155	155	155	155	155	155	155
156	156	156	156	156	156	156	156
157	157	157	157	157	157	157	157
158	158	158	158	158	158	158	158
159	159	159	159	159	159	159	159
160	160	160	160	160	160	160	160
161	161	161	161	161	161	161	161
162	162	162	162	162	162	162	162
163	163	163	163	163	163	163	163
164	164	164	164	164	164	164	164
165	165	165	165	165	165	165	165
166	166	166	166	166	166	166	166
167	167	167	167	167	167	167	167
168	168	168	168	168	168	168	168
169	169	169	169	169	169	169	169
170	170	170	170	170	170	170	170
171	171	171	171	171	171	171	171
172	172	172	172	172	172	172	172
173	173	173	173	173	173	173	173
174	174	174	174	174	174	174	174
175	175	175	175	175	175	175	175
176	176	176	176	176	176	176	176
177	177	177	177	177	177	177	177
178	178	178	178	178	178	178	178
179	179	179	179	179	179	179	179
180	180	180	180	180	180	180	180
181	181	181	181	181	181	181	181
182	182	182	182	182	182	182	182
183	183	183	183	183	183	183	183
184	184	184	184	184	184	184	184
185	185	185	185	185	185	185	185
186	186	186	186	186	186	186	186
187	187	187	187	187	187	187	187
188	188	188	188	188	188	188	188
189	189	189	189	189	189	189	189
190	190	190	190	190	190	190	190
191	191	191	191	191	191	191	191
192	192	192	192	192	192	192	192
193	193	193	193	193	193	193	193
194	194	194	194	194	194	194	194
195	195	195	195	195	195	195	195
196	196	196	196	196	196	196	196
197	197	197	197	197	197	197	197
198	198	198	198	198	198	198	198
199	199	199	199	199	199	199	199
200	200	200	200	200	200	200	200

**GENERAL NOTES**

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
2. THE PROPOSED LOTS SHOWN ARE SUBJECT TO THE RECORD DRAWINGS AND FIELD SURVEY.
3. THE PROPOSED LOTS SHOWN ARE SUBJECT TO THE RECORD DRAWINGS AND FIELD SURVEY.
4. THE PROPOSED LOTS SHOWN ARE SUBJECT TO THE RECORD DRAWINGS AND FIELD SURVEY.
5. THE PROPOSED LOTS SHOWN ARE SUBJECT TO THE RECORD DRAWINGS AND FIELD SURVEY.
6. THE PROPOSED LOTS SHOWN ARE SUBJECT TO THE RECORD DRAWINGS AND FIELD SURVEY.
7. THE PROPOSED LOTS SHOWN ARE SUBJECT TO THE RECORD DRAWINGS AND FIELD SURVEY.
8. THE PROPOSED LOTS SHOWN ARE SUBJECT TO THE RECORD DRAWINGS AND FIELD SURVEY.
9. THE PROPOSED LOTS SHOWN ARE SUBJECT TO THE RECORD DRAWINGS AND FIELD SURVEY.
10. THE PROPOSED LOTS SHOWN ARE SUBJECT TO THE RECORD DRAWINGS AND FIELD SURVEY.

**GREAT BASIN AT OLYMPIA**  
**PHASE 1 IMPROVEMENT DRAWINGS**  
 6400 WEST 12700 SOUTH  
 HERRIMAN, UTAH

**ENSIGN**  
 THE ENGINEERING PROFESSION  
 SALT LAKE CITY  
 421 N. 2000 E., SUITE 200  
 PHOENIX, UTAH 84143  
 PHONE: 801.252.5225  
 FAX: 801.252.5225

**LATITUDE**  
 38° 54' 00" N  
**LONGITUDE**  
 111° 55' 00" W  
**UTAH**  
 PHOENIX, UTAH 84143  
 PHONE: 801.252.5225  
 FAX: 801.252.5225

4863-8367-9933.V1