

When Recorded Return To:

Parsons Behle & Latimer  
201 South Main Street, Suite 1800  
Salt Lake City, Utah 84111  
Attention: Lauren Reber

148074-CAF

12-003-0038

12-004-0027

12-004-0031

Space above for County Recorder's Use

### GRANT OF TEMPORARY ACCESS EASEMENT

THIS GRANT OF TEMPORARY ACCESS EASEMENT (“**Agreement**”) is granted as of October 29, 2021, by BOYER RIDGEVIEW COMMERCIAL, L.C., a Utah limited liability company (“**Grantor**”), to LENNAR HOMES OF UTAH, INC., a Delaware corporation, and/or its assigns (“**Grantee**”) (Grantor and Grantee are sometimes referred to collectively as the “**Parties**” and individually as a “**Party**”), with reference to the following:

A. Grantor is the owner of certain real property located in Utah County, Utah (“**Grantor Property**”), more particularly described in the attached **Exhibit A**. Grantee is the owner of certain real property located adjacent to the Grantor Property (“**Grantee Property**”), more particularly described in the attached **Exhibit B**.

B. In accordance with and subject to the terms and conditions of this Agreement, Grantor has agreed to grant and convey to Grantee a temporary, nonexclusive easement and right-of-way over and across the “Master Developer Road” on the Grantor Property (“**Easement Property**”) as shown in orange crosshatch on the attached **Exhibit C**.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Grant of Easement.** Subject to the terms and conditions set forth in this Agreement, Grantor grants and conveys to Grantee a temporary, nonexclusive easement and right-of-way (“**Easement**”) for ingress and egress by vehicular and pedestrian traffic over and across the Easement Property.

2. **Grantee's Use of Easement Property.** Grantee and its agents, employees, suppliers, and contractors will have the right and easement, in common with others, to utilize the Easement Property for pedestrian and vehicular access to the Grantee Property, including but not limited to automobile, truck, and other wheeled conveyances. Grantee shall be responsible to repair the Easement Property to the extent any damage is caused by Grantee and its agents, employees, suppliers and contractors. Notwithstanding Grantee's permitted use hereunder, Grantee, directly or indirectly, shall not materially interfere with Grantor's improvement and construction activities referenced in **Section 3** below.

3. **Grantor's Reservation of Rights.** Grantor will have the right to cross over or under the Easement Property and to place or grant other easements along, across, or under the Easement Property. In connection with the PSA (as defined below), Grantor will have the right to perform all improvement and construction activities needed to complete the Master Developer Road located on the Easement Property, and Grantee acknowledges that due to such activities, its access and use of the Easement Property may at times be materially altered or limited.

4. **Relocation.** Grantor will have the right to relocate the Easement to any location on the Grantor Property, at Grantor's own expense, provided that (i) all applicable governmental requirements are satisfied; (ii) the relocation does not unreasonably interfere with or disrupt the use by Grantee of the Easement or substantially impair the value of the Easement to Grantee; and (iii) reasonable prior written notice of relocation has been given to Grantee.

5. **Duration of Easement.** Pursuant to that certain Agreement for Sale and Purchase (Unimproved Land – Single Closing –No Infrastructure) with an Effective Date of August 17, 2021, between Grantor and Grantee (the "PSA"), this Agreement and the Easement will terminate when Master Developer Road is completed by Grantor and dedicated to Highland City.

6. **Grantee Indemnification.** Grantee understands and acknowledges that there is inherent risk by accessing and using the Easement Property insofar as improvement and construction activities will be taking place thereon. Unless caused by the gross negligence or willful misconduct of Grantor, Grantee accepts all risks and liabilities related to the use and access of the Easement Property of Grantee and its agents, employees, suppliers, and contractors. Grantee agrees to indemnify, defend and hold Grantor harmless from and against any and all claims, causes of action, damages, liabilities, or litigation arising from the use of the Easement Property by Grantee and its agents, employees, suppliers and contractors, unless caused by the gross negligence or willful misconduct of Grantor.

7. **Binding Effect.** The execution, delivery, and performance of this instrument has been duly authorized by all necessary action of Grantor, and when duly executed and delivered, will be a legal, valid and binding obligation of Grantor, enforceable in accordance with its terms.

8. **Miscellaneous.** This instrument contains the entire agreement between the Parties with respect to the matters set forth herein. This instrument may be modified or amended only with the written agreement of Grantor and Grantee, their successors and assigns. Nothing contained in this instrument will be deemed to be a gift or dedication of any portion to or for the general public or for any public purposes whatsoever. This instrument will be governed by and construed in accordance with and interpreted under the laws of the State of Utah, without giving effect to principles governing conflict of laws.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has executed this instrument the day and year first above written.

**GRANTOR:**

**BOYER RIDGEVIEW COMMERCIAL, L.C.**, a Utah limited liability company, by its manager

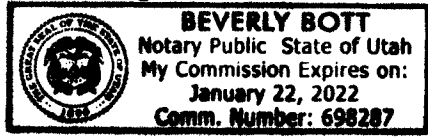
The Boyer Company, L.C.,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: Brian Gochnow  
Title: Manager

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

On the 28<sup>th</sup> day of October, 2021, personally appeared before me Brian Gochnow who is a Manager of The Boyer Company, L.C., a Utah limited liability company, the manager of Boyer Ridgeview Commercial, L.C., a Utah limited liability company, who executed the forgoing instrument on behalf of said limited liability company.

Beverly Bott  
NOTARY PUBLIC



**EXHIBIT A  
TO  
TEMPORARY ACCESS EASEMENT AGREEMENT**

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(DESCRIPTION OF GRANTOR PROPERTY)

The real property referenced in the foregoing instrument is located in Utah County, Utah and is more particularly described as:

A tract of land located in the Southeast Quarter and the Northeast Quarter of Section 1, Township 5 South, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point on the northerly line of a Special Warranty Deed recorded as Entry No. 174194:2020 in the office of the Utah County Recorder, said point located N00°06'11"W 1,942.05 feet along the Section line and S89°53'49"W 626.49 feet from the Southeast Corner of Section 1, T5S, R1E, SLB&M; running thence along said deed N87°39'43"W 69.00 feet; thence N02°20'17"E 9.23 feet; thence northerly along the arc of a non-tangent curve to the left having a radius of 959.97 feet (radius bears: N87°39'42"W) a distance of 39.18 feet through a central angle of 02°20'18" Chord: N01°10'09"E 39.17 feet; thence North 1,334.81 feet to the southerly line of a Corrected Special Warranty Deed as Recorded at Entry No. 79132:1998 in the Utah County Recorder's Office; thence along said southerly line S89°54'26"E 69.00 feet; thence South 1,334.70 feet; thence along the arc of a curve to the right with a radius of 1,029.00 feet a distance of 41.99 feet through a central angle of 02°20'17" Chord: S01°10'09"W 41.99 feet; thence S02°20'17"W 9.23 feet to the point of beginning.

Contains: 2.19 acres+/-

**EXHIBIT B  
TO  
TEMPORARY ACCESS EASEMENT AGREEMENT**

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(DESCRIPTION OF GRANTEE PROPERTY)

The real property referenced in the foregoing instrument is located in Utah County, Utah and is more particularly described as:

A tract of land located in the Southeast Quarter and the Northeast Quarter of Section 1, Township 5 South, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located N00°06'11"W 2,367.76 feet along the Section line and S89°53'49"W 693.49 feet from the Southeast Corner of Section 1, T5S, R1E, SLB&M; running thence northwesterly along the arc of a 15.00 feet radius non-tangent curve to the left (radius bears: West) 23.56 feet through a central angle of 90°00'00" Chord: N45°00'00"W 21.21 feet; thence West 466.42 feet; thence N00°00'01"E 114.40 feet; thence along the arc of a curve to the right with a radius of 500.00 feet a distance of 67.91 feet through a central angle of 07°46'54" Chord: N03°53'28"E 67.86 feet; thence N07°46'55"E 13.23 feet; thence along the arc of a curve to the left with a radius of 500.00 feet a distance of 67.91 feet through a central angle of 07°46'55" Chord: N03°53'28"E 67.86 feet; thence North 683.27 feet to a the southerly line of a Corrected Special Warranty Deed as Recorded at Entry No. 79132:1998 in the Utah County Recorder's Office; thence along said southerly line S89°54'26"E 470.42 feet; thence South 960.42 feet to the point of beginning.

Tax Id12-003-0038, 12-004-0027 and 12-004-0031  
No.:

# EXHIBIT C TO TEMPORARY ACCESS EASEMENT AGREEMENT

(Easement Property)

