

When returned to  
School and Institutional Trust Lands Admin  
Attn: Aaron Langston  
2303 No. Coral Canyon Blvd 100A  
Washington UT 84780

WPL

DOC # 20110018971

Agreement Page 1 of 9  
Russell Shirts Washington County Recorder  
06/21/2011 03:56:51 PM Fee \$ 0.00  
By SITLA



## RIGHT-OF-ENTRY AGREEMENT

ROE No. 5508

Beneficiaries: School - 53%

Utah State University - 47%

THIS RIGHT-OF-ENTRY AGREEMENT ("Agreement") is made and entered into this 26<sup>th</sup> day of May, 2011, between the State of Utah, through the School and Institutional Trust Lands Administration, 675 East 500 South, Suite 500, Salt Lake City, Utah 84102 (the "Trust Lands Administration"), and Coral Canyon Builders, LLC, an entity licensed to conduct business in the State of Utah, 369 N. Black Canyon Ave., Washington, Utah 84780 (the "Permittee").

### RECITALS

A. SunCor, the original master developer of Coral Canyon, sold its interest in Coral Canyon to the Trust Lands Administration in May of 2010.

B. As part of the transaction described above, SunCor agreed to complete all homes under construction at that time and to complete all existing warranty work within Coral Canyon. Permittee has assumed SunCor's obligation described herein.

C. In addition, Permittee is currently building other new homes in Coral Canyon pursuant to contractual agreements between Permittee and the Trust Lands Administration.

D. The Permittee now desires a right of entry for parking construction equipment within Coral Canyon to help satisfactorily complete the work described above.

NOW THEREFORE, for good and valuable consideration described herein, and \$350 for processing and application fees, the Trust Lands Administration authorizes the following:

1. **Right-of-Entry.** The Trust Lands Administration hereby grants the Permittee the right to use the undeveloped land generally depicted in Exhibit "A" as Location A, Location B, and Location C (the "Permitted Property"), for those purposes set forth below. Long-term storage of any item on the Permitted Property is strictly prohibited. Rather, any item stored is only permitted on the Permitted Property during the physical construction process. Permittee, its employees, agents, assignees, subcontractors, concessionaries, or invitees, shall ask the Trust Lands Administration in advance for assistance in determining what items can or cannot be

Right of Entry No. 5508  
Coral Canyon Builders, LLC  
Construction Equipment Staging  
Page 2 of 9

stockpiled within the Permitted Property. Items that are allowed or permitted on the three Permitted Properties, by Location, are as follows:

(a) Location A, situated in Phase 3 of Coral Canyon known as the "Highlands", may be used for stockpiling construction materials and supplies, such as roof tile, landscaping equipment, or other non-hazardous supplies that will not unreasonably block the view shed of any existing Coral Canyon resident. Permittee shall not store construction equipment, such as vehicles, machinery, equipment, trailers, storage units, etc, as well as any hazardous or unsafe material on Location A. In addition, the Trust Lands Administration authorizes Permittee to install a Permittee-furnished fence on this location in order to help protect any of Permittee's supplies and/or equipment on the Permitted Property.

(b) Location B, situated just off the landfill road, may be used for the storage of construction equipment (such as trailers, vehicles, machinery, etc) as well as the storage of all types of construction material, excluding any hazardous or other harmful material. In addition, Location B is already fenced, but the Trust Lands Administration may require additional fencing if future Permittees, as described in paragraph two below, are issued a similar Right of Entry.

(c) Location C, also situated in the "Highlands", may be used for the storage of construction equipment, such as vehicles, machinery, equipment, trailers, storage units, etc. Permittee shall not stockpile construction materials and supplies, such as roof tile, landscaping equipment, or other non-hazardous supplies on Location C. Permittee shall not store hazardous or other harmful material on the property. In addition, the Trust Lands Administration authorizes Permittee to install a Permittee-furnished fence on this location in order to help protect Permittee's equipment on the Permitted Property.

2. **Non-Exclusivity.** Permittee recognizes that the Trust Lands Administration may grant other contractors, subcontractors, builders, or others the right to stage on the Permitted Property described herein. Each new permittee will also be responsible for their respective portion of the restoration of the Permitted Property and each new permittee may be required to install their own new fencing. In the event of any dispute regarding the restoration or use of the Permitted Property, the Trust Lands Administration will make the final determinations as to the respective responsibilities of each of the parties.

3. **Permitted Property Clean-Up/Restoration.** On or before the expiration date of this document, Permittee agrees to remove all equipment, materials, fencing, trash, debris, and other such items from the Permitted Property, but excluding any native soils, and to restore the Permitted Property to an undisturbed state, all to the Trust Lands Administration's reasonable satisfaction. The restoration described herein is not limited to work performed by the Permittee, but also by its employees, agents, assignees, subcontractors, concessionaries, and invitees.

Right of Entry No. 5508  
Coral Canyon Builders, LLC  
Construction Equipment Staging  
Page 3 of 9

4. **Lot Clean-Up/Restoration.** Permittee acknowledges that several lots within the Highlands have been, and are still being, used for construction staging by Permittee, its contractors and subcontractors. Permittee agrees to restore any and all lots within the Highlands that were used, or are being used, for construction staging within 30 days of signing this Agreement. Restoration shall include, but is not limited to, removing all trailers, construction equipment, vehicles, trash, debris, and other such equipment and materials, regardless of whether the equipment and materials belong to Permittee or whether they belong to Permittee's contractors and subcontractors. Permittee agrees to restore these lots to the Trust Lands Administration's reasonable satisfaction.

5. **Term.** This Agreement shall commence on the date first set forth herein and shall automatically terminate on that date which is twenty four (24) months from the date first set forth in this Agreement.

6. **Costs.** The Permittee shall perform the clean-up, restoration and maintenance of the Permitted Property at its sole expense.

7. **Inspections.** The Trust Lands Administration and its authorized representatives may inspect the Permitted Property at any time during the duration of this Agreement. The Permittee acknowledges it has been afforded an opportunity to inspect the Permitted Property and, based upon such inspection, hereby accepts the Permitted Property in its existing, as-is condition, subject to all existing hazards to person or property – whether natural or manmade.

8. **Authorized Activities.** The Permittee, its employees, agents, assignees, subcontractors, concessionaries, and invitees shall only conduct those activities expressly enumerated herein. No permanent structures shall be constructed on the Permitted Property pursuant to this Agreement. Use of existing roads within the Permitted Property is expressly permitted, provided that any damage done to existing roads within the Permitted Property directly caused by Permittee, its employees, agents, assignees, subcontractors, concessionaries, and invitees, shall be repaired at Permittee's expense.

9. **Covenant Against Liens.** The Permittee, its employees, agents, assignees, subcontractors, concessionaries, and invitees shall not suffer or permit to be enforced against the Permitted Property or any part thereof, and shall indemnify and hold the Trust Lands Administration harmless for, from, and against (i) any mechanics', materialman's, contractor's, or subcontractor's liens arising from; and (ii) any claim for damage growing out of the work of, any construction, repair, restoration, replacement, or improvement done by or on behalf of the Permittee. The Permittee shall pay or cause to be paid all of such liens, claims, or demands before any action is brought to enforce the same against the Permitted Property. If the Permittee shall in good faith contest the validity of any such lien, claim, or demand, then the Permittee shall, at its expense, defend itself and the Trust Lands Administration against the same and shall pay and satisfy any adverse judgment that may be rendered thereon prior to execution thereof and in the event of any such contest the Permittee shall at the request of the Trust Lands

Right of Entry No. 5508  
Coral Canyon Builders, LLC  
Construction Equipment Staging  
Page 4 of 9

Administration provide such security and take such steps as may be required by law to release the Permitted Property and/or adjacent property from the effect of such lien.

10. **Insurance.** The Permittee, at its sole cost and expense, shall at all times during the term of this Agreement maintain in force an insurance policy or policies insuring against all liability resulting from injury or death occurring to persons in or about the Permitted Property arising from or related to the permitted uses described herein. The limits of the policy shall be no less than \$1,000,000.00 for each claim of an individual and \$2,000,000.00 for each occurrence. The original of such policy or policies shall remain in possession of the Permittee provided, however, that the Trust Lands Administration shall have the right to receive from Permittee, upon written request, a duplicate policy or policies of any such insurance. Notwithstanding the foregoing, the Permittee shall have the right to satisfy its insurance obligations hereunder by means of blanket, layered, umbrella, conventional and/or manuscript forms of the required policy or policies.

11. **Liability.** Permittee shall be responsible for all damages and claims incurred in connection with the activities conducted by it or its employees, agents, assignees, subcontractors, concessionaries, and invitees on or about the Permitted Property. Accordingly, Permittee agrees to indemnify, defend and hold the Trust Lands Administration harmless from any and all claims, suits, damages, losses, expenses, costs and liabilities (including interest, penalties and attorneys fees) arising out of or in any way related to the use of the Permitted Property by Permittee, its subcontractors, or Permittee's or its subcontractors' servants, employees, agents, sublessees, assignees, or invitees, including but not limited to claims for personal injury, death, or property damage, except where such injury, death, or damage has resulted from the sole negligence of the Trust Lands Administration, without negligence or willful act on the part of the Permittee or the Permittee's subcontractors, its agents, employees, or invitees. In addition, Permittee agrees to indemnify and hold the Trust Lands Administration harmless from any and all claims, suits, damages, losses, expenses, costs and liabilities (including interest, penalties and attorneys fees) arising out of or in any way related to any noncompliance by Permittee, its subcontractors, or Permittee's or its subcontractors' servants, employees, agents, sublessees, assignees, or invitees with any environmental law, rule or regulation or any other law, rule or regulation of any county, state or federal authority.

12. **Compliance with Existing Laws, No Waste, Pollution Prevention.** The Permittee, in exercising the privileges granted by this Agreement, shall comply with the provisions of all valid federal, state, county, and municipal laws, ordinances, and regulations which are applicable to the Permitted Property and operations covered by this Agreement. The Permittee shall neither commit any waste on the Permitted Property lands nor permit any waste on such premises. The Permittee shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this Agreement.

13. **Cultural Resources.** It is hereby understood and agreed that all treasure-trove, all articles of antiquity, and critical paleontological resources in or upon the Permitted Property

Right of Entry No. 5508  
Coral Canyon Builders, LLC  
Construction Equipment Staging  
Page 5 of 9

are and shall remain the property of the State of Utah. The Permittee agrees to cease all activity on the Permitted Property and immediately notify the Trust Lands Administration if any discovery of human remains or a "site" or "specimen," as defined in Section 9-8-302 or 63-73-1 Utah Code Annotated (1953), as amended, is made on the Permitted Property, and continue to cease all construction or maintenance therein until such time as the human remains, "site" or "specimen" in question has been treated to the satisfaction of the Trust Lands Administration.

14. **Notice.** Any notice contemplated herein to be served upon the Permittee shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and sent to the address first set forth herein or at any such other address as the Permittee may from time to time designate by written notice to the Trust Lands Administration. Notices intended for the Trust Lands Administration shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and sent to the address first set forth herein or at any such other address as the Trust Lands Administration may from time to time designate by written notice the Permittee.

15. **Modification of Agreement.** Any modification of this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

16. **Utah Law Applies, Successors and Assigns.** This Agreement shall be interpreted and governed by the laws of the State of Utah and the provisions hereof shall inure to and be binding upon the successors and assigns of the Permittee.

17. **Existing Interests.** Permittee shall be responsible to notify holders of state issued interests in the Permitted Property, as such interests are set forth on Exhibit "B" attached hereto, of Permittee's rights and plans hereunder. Permittee accepts this Agreement subject to all such existing interests and accepts responsibility for coordination of its activities with such other interested parties.

[Remainder of page left intentionally blank.]

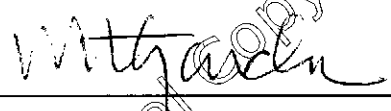

Right of Entry No. 5508  
Coral Canyon Builders, LLC  
Construction Equipment Staging  
Page 6 of 9

IN WITNESS WHEREOF, the parties have caused these presents to be executed this 26<sup>th</sup>  
day of May 2011 by the Director.

STATE OF UTAH  
School and Institutional  
Trust Lands Administration

By:   
KEVIN S. CARTER, DIRECTOR

PERMITTEE: CORAL CANYON BUILDERS, LLC  
369 N. Black Canyon Ave  
Washington, UT 84780

By:   
Its: 

APPROVED AS TO FORM  
MARK L. SHURTLEFF  
ATTORNEY GENERAL

By:   
Special Assistant Attorney General

Right of Entry No. 5508  
Coral Canyon Builders, LLC  
Construction Equipment Staging  
Page 7 of 9

STATE OF UTAH

COUNTY OF SALT LAKE

On the 26<sup>th</sup> day of May 2011, personally appeared before me  
Kevin S. Carter, who being duly sworn did say that he is the Director of the Utah School and  
Institutional Trust Lands Administration, and authorized to execute the above instrument.

My Commission expires:

August 25, 2014

Andrea L. James

Notary Public, residing at: S.L.C., UT



STATE OF UTAH

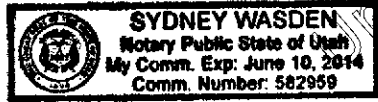
COUNTY OF Washington

On this 19<sup>th</sup> day of May 2011, personally appeared before me  
Mick Gardner the manager of Coral Canyon Builders, LLC. who  
acknowledged that (s)he, being duly authorized, did execute the foregoing instrument on behalf  
of said Coral Canyon Builders, LLC.

My Commission expires:

June 10 2014

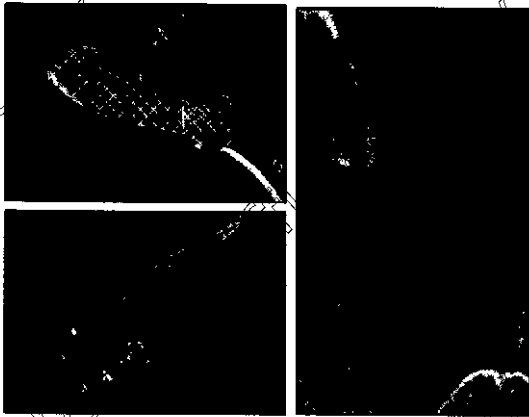
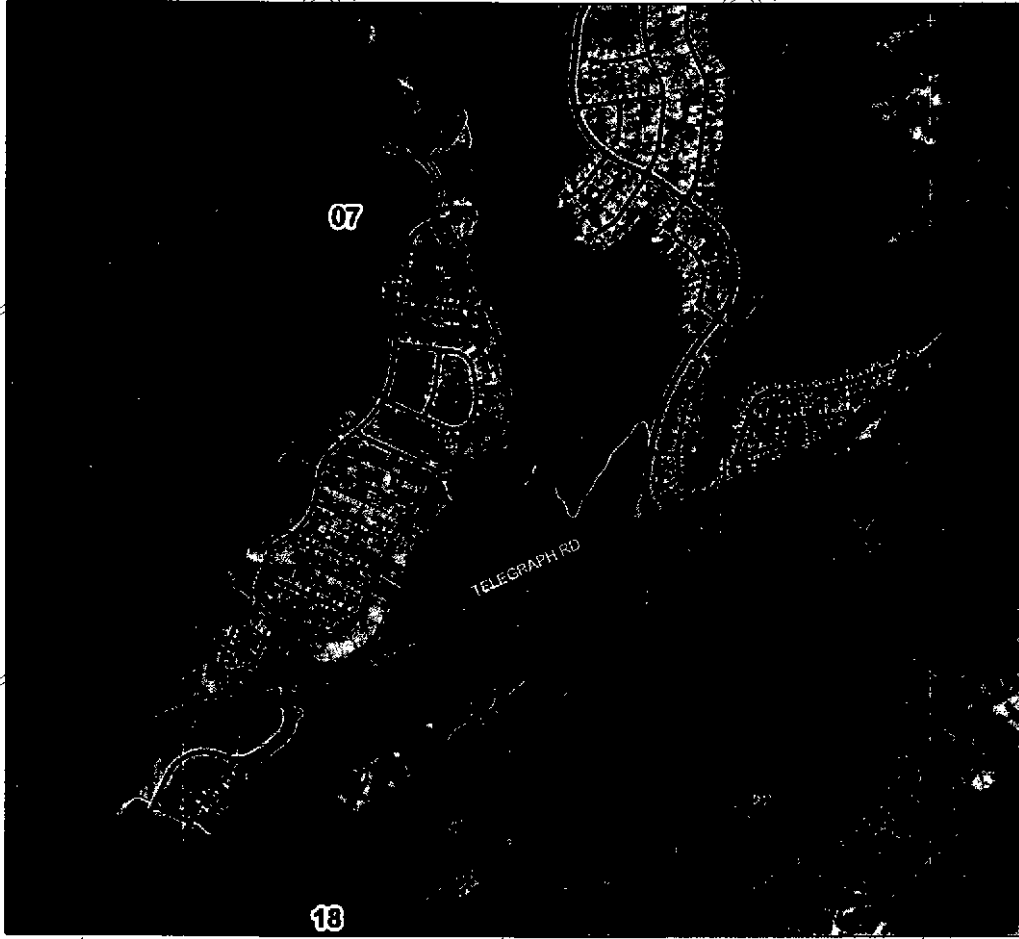
Sydney Wasden  
Notary Public, residing at: IVins, Utah



Right of Entry No. 5508  
Coral Canyon Builders, Construction Equipment Staging  
Page 8 of 9

**EXHIBIT A  
PERMITTED PROPERTY**

**Exhibit  
Permitted Properties**



Township 42 South, Range 14 West, Section 7,  
SLB&M (Location A: .54 Acres +/- Within SW4NE4)  
(Location C: .46 Acres +/- Within SW4NE4)  
Township 42 South, Range 14 West, Section 18  
SLB&M (Location B: .89 Acres +/- Within (SW4NE4))

**ROE 5508**

Permitted Areas

- A (.54 Acres +/-)
- B (.89 Acres +/-)
- C (.46 Acres +/-)
- State Trust Lands



Produced April 19, 2011, SUTLA  
For Reference Use Only  
Aerial Photo 2009 (NAIP)



Right of Entry No. 5508  
Coral Canyon Builders, Construction Equipment Staging  
Page 9 of 9

**EXHIBIT B**  
**EXISTING STATE ISSUED INTERESTS ON PERMITTED PROPERTY**

ESMT 644

Washington City  
111 N. 100 East  
Washington, UT 84780

ESMT 1045

Broadweave Networks of St. George  
3940 North Traverse Mountain Blvd, Suite 100  
Lehi, UT 84043

ROW 1356

Pacificorp DBA Rocky Mountain Power  
1407 West North Temple, Suite 110  
Salt Lake City, UT 84116