

After recording return to:  
Fieldstone Scenic Mountain, LLC  
12896 S. Pony Express Road, Suite #400  
Draper, UT 84020  
Attn.: Dylan Young

Affecting Tax Parcel Nos.:

---

### GRADING AND CONSTRUCTION EASEMENT

THIS GRADING AND CONSTRUCTION EASEMENT (this "Easement") is made this 16 day of April, 2018, by and between SCENIC MOUNTAIN PARTNERS, LLC, a Utah limited liability company ("Grantor") and FIELDSTONE SCENIC MOUNTAIN, LLC, a Delaware limited liability company ("Grantee").

### RECITALS

A. Grantor is the owner of certain undeveloped land located in the City of Eagle Mountain, County of Utah, State of Utah, as more particularly described in that certain Purchase and Sale Agreement between Grantor and Grantee, dated August 13, 2015 ("Agreement"), for the transfer of Property to Grantee (the "Property").

B. Grantee desires to obtain a non-exclusive easement and right of use, in, through, over, under, across and within the area of the Property described and depicted on Exhibit A (the "Easement Area") for the benefit of Grantee for the purpose of grading the Property in preparation of post-Closing residential development (the "Work").

C. Grantor desires to grant such easement on the terms and conditions set forth herein.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby declare, covenant and agree as follows:

1. **Grant of Easement.** Grantor hereby grants, establishes and conveys for the benefit of Grantee a non-exclusive easement and right of use, in, through, on, over, under, across and within the Easement Area for the purpose of performing the Work and development and construction related activities as are deemed reasonably necessary or desirable by Grantee in connection with the Work, including, without limitation, (i) coordinating the height, grade, slope and contour of the Easement Area and the surrounding properties; (ii) erecting or maintaining temporary sediment control measures; (iii) adding and removing soil within the Easement Area; (iv) removing any trees and vegetation within the Easement Area; (v) installing landscaping

within the Easement Area, and (iv) any other activity related to grading necessary for Grantee to develop the Property.

2. **Termination.** This Easement shall automatically terminate when Grantee decides that it will no longer use the Easement and gives Grantor written notice thereof. Upon the occurrence of such event, Grantee will execute and record an instrument terminating this Easement. Notwithstanding the foregoing, the Easement shall automatically terminate as to each portion of the Easement Area upon Grantee purchasing any portion of the Easement Area under the Agreement.

3. **Access; Release.** Grantee shall have full and free use of the Easement Area for the purposes set forth in this Easement and shall have all rights and privileges reasonably necessary to the exercise of such Easement. Grantee and its invitees, guests, agents, employees, consultants, contractors and subcontractors (collectively, "**Grantee's Agents**") shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee and Grantee's Agents will enter upon the Easement Area from existing roads. Grantee and Grantee's Agents shall enter upon the Easement Area at their sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee's Agents.

4. **Reservation of Grantor.** Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area.

5. **Condition of the Easement Area.** Grantee accepts the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any.

6. **Restrictions on Use of the Easement Area by Grantor.** No improvements, landscaping or structures of any kind, including, without limitation, any trees, barriers, fences, or other obstructions, shall be erected or permitted to be erected upon or within the Easement Area by Grantor during the duration of this Easement, nor shall Grantor undertake any excavation or other activity within the Easement Area which would impair Grantee's use of the Easement Area or its exercise of the rights granted by this Easement.

7. **Run with the Land; Successors and Assigns.** All of the provisions of this Easement, including the benefits and burdens, shall touch, concern and run with the Easement Area and be binding upon and inure to the benefit of the heirs, assigns, successors, tenants and transferees of Grantor and Grantee. The easement rights conveyed to Grantee herein may be exercised by any successor or assignee of Grantee.

8. **Indemnification; Attorneys' Fees.** Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against all claims, suits, causes of action, damages, liens, losses, death, injuries, expenses, costs or liabilities of any kind, including attorneys' fees and litigation costs, to the extent arising out of any gross negligence or willful non-performance of Grantee or other breach by Grantee of any terms, conditions, provisions, duties, obligations or representations under this Easement. If any party institutes any action or proceeding against any

other party relating to the provisions of this Easement, or any default hereunder, the unsuccessful party in such action or proceeding will reimburse the successful party therein for the reasonable expenses of attorneys' fees and disbursements incurred by the successful party.

9. **Insurance.** Grantee shall carry reasonable insurance coverage, naming Grantor as an additional insured, for all bodily injury, death, and property damage arising from the use and enjoyment of the Easement by Grantee and Grantee's Agents.

10. **Authorization.** Each individual executing this Easement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Easement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Easement shall be binding upon the party for which he/she signs..

11. **Notices.** Any notice required or desired to be given under this Easement shall be considered given either: (i) when delivered in person to the intended party, or (ii) three (3) days after deposit in the United States mail, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the intended party. All notices shall be given at the following addresses:

If to Grantor: Scenic Mountain Partners, LLC  
PO Box 17397  
Holladay UT 84117  
Attn: Matt Steiner

If to Grantee: Fieldstone Scenic Mountain, LLC  
12896 S. Pony Express Road, Suite #400  
Draper, UT 84020  
Attn: Dylan Young

With a copy to: Kirton McConkie  
50 E. South Temple, Suite 400  
Salt Lake City, Utah 84111  
Attn: Tyler Buswell

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

12. **Counterparts.** This Easement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Grantor and Grantee have caused this Easement to be executed as of the day and year first written above.

GRANTOR:

SCENIC MOUNTAIN PARTNERS, LLC  
a Utah limited liability company

By: [Signature]  
Name: Matthew P Steiner  
Title: Manager

STATE OF UTAH )  
COUNTY OF Salt Lake )<sup>:SS</sup>

On this 12 day of April, 2018, Matthew P Steiner personally appeared before me Barbara Bale, personally known to me to be the Manager of SCENIC MOUNTAIN PARTNERS, LLC., a Utah limited liability company, who acknowledged before me that he signed the foregoing instrument as Manager for SCENIC MOUNTAIN PARTNERS, LLC., a Utah limited liability company.

WITNESS my hand and official seal.

[Signature]  
Notary Public for the  
State of Utah

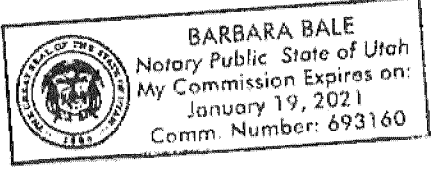


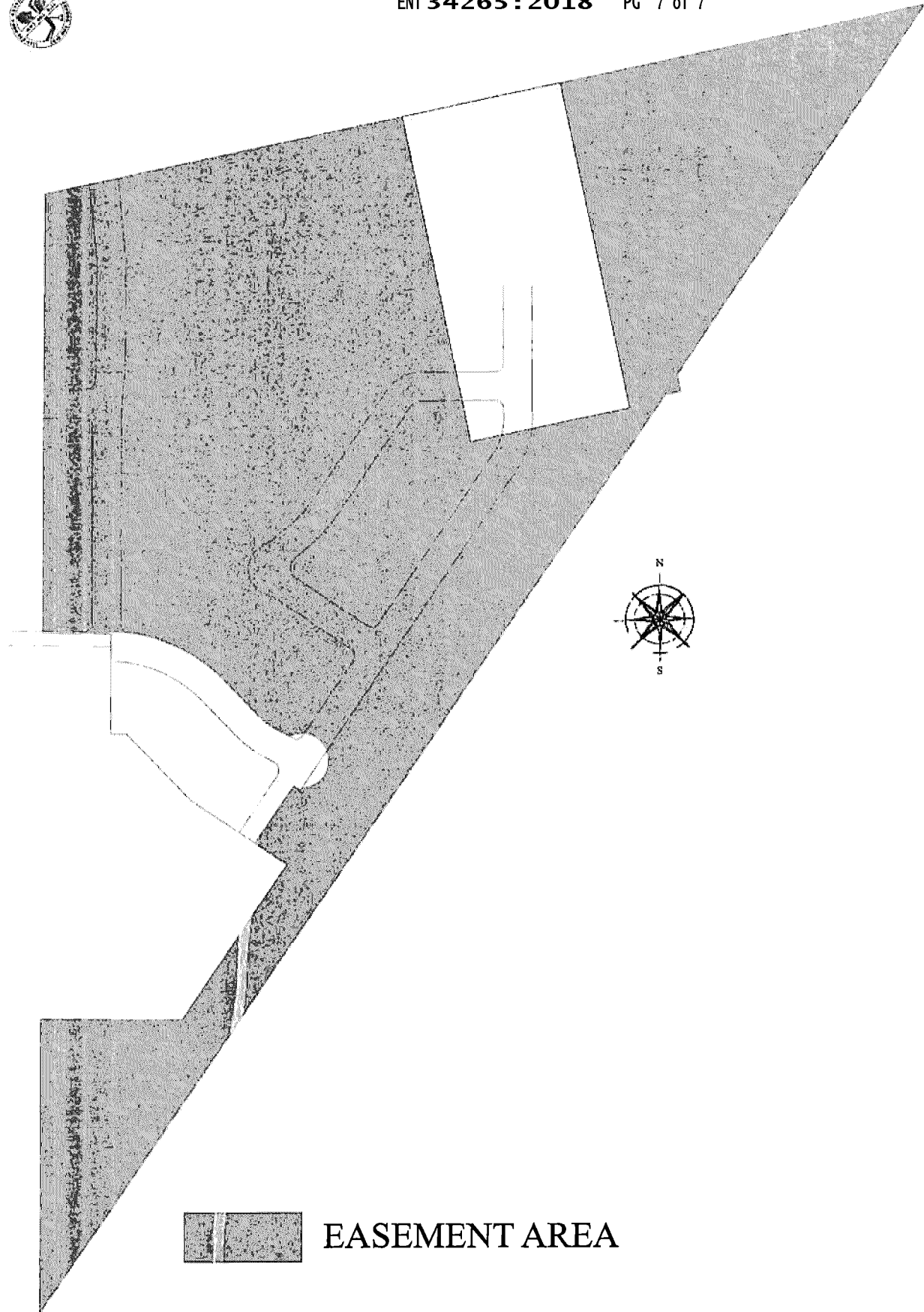


EXHIBIT A**GRADING EASEMENT AREA DESCRIPTION**

A portion of the SW1/4 of Section 16, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point on the southerly right-of-way line of State Road 73 located S0°16'29"W along the Section line 490.80 feet and East 798.44 feet from the West ¼ Corner of Section 16, T5S, R1W, S.L.B.& M.; (Basis of Bearing: S88°57'24"E along the Section line between the South ¼ Corner and the Southeast Corner of said Section 16); thence N77°55'25"E along said right-of-way 676.77 feet; thence S12°00'00"E 617.40 feet along the extension of, and along the westerly line of that Real Property described in Deed Entry No. 64871:2013 of the Official Records of Utah County; thence N78°03'00"E along said deed 300.00 feet; thence N12°00'00"W 618.06 feet to the southerly right-of-way line of State Road 73; thence N77°55'25"E along said right-of-way 696.29 feet; thence S33°57'46"W 830.65 feet; thence S11°49'17"E 32.01 feet; thence S78°03'00"W 28.86 feet to the easterly line of that Real Property described in Deed Entry No. 13804:2006 of the Official Records of Utah County; thence S34°03'24"W along said deed 2,072.03 feet to the easterly line of that Real Property described as Parcel 20 of Deed Entry No. 83615:2009 of the Official Records of Utah County; thence N0°16'31"E along said deed 53.79 feet to the easterly line of NORTHMOOR Phase 1 Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence N0°16'31"E along said Plat 499.78 feet; thence along the extension of, and along SCENIC MOUNTAIN, "1", according to the Official Plat thereof, on file in the Office of the Utah County Recorder, the following 11 (eleven) courses and distances: S89°44'02"E 261.52 (plat: 261.44) feet; thence N33°57'46"E 347.76 feet; thence N56°02'14"W 72.01 feet; thence N33°57'46"E 130.45 feet; thence Northwesterly along the arc of a 50.00 foot radius non-tangent curve (radius bears: N16°27'43"E) 190.66 feet through a central angle of 218°28'50" (chord: N2°46'42"W 94.41 feet) to a point of reverse curvature; thence along the arc of a 25.00 foot radius curve to the right 21.77 feet through a central angle of 49°53'01" (chord: N87°04'37"W 21.08 feet); thence N62°08'06"W 12.60 feet; thence along the arc of a 124.50 foot radius curve to the right 39.47 feet through a central angle of 18°09'55" (chord: N53°03'09"W 39.31 feet); thence N43°58'11"W 94.33 feet; thence along the arc of a 295.50 foot radius curve to the left 232.25 feet through a central angle of 45°01'56" (chord: N66°29'09"W 226.32 feet); thence N89°00'07"W 124.30 feet to the southeast corner of that Real Property described in Deed Entry 37441:2009 of the Official Records of Utah County; thence N0°16'31"E along said deed and extension thereof 818.42 feet to the point of beginning.

Contains: 28.71+/- acres



EASEMENT AREA

NO.	DATE	REVISION

NO.	DESCRIPTION	DATE

**SCENIC MOUNTAIN**  
**EAGLE MOUNTAIN**  
**EXHIBIT A**

**FOCUS**  
 ENGINEERING AND SURVEYING, LLC  
 52 WILSON ROAD  
 MEDFORD, MA 01850  
 www.focusllc.com