



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

ENT 25172:2020 PG 1 of 8
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Feb 27 11:47 am FEE 0.00 BY MG
RECORDED FOR SANTAQUIN CITY CORPORATION

AJ Pepper
SNELL & WILMER L.L.P.
Gateway Tower West
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101

Assessor's Parcel Number: 32:003:0043

(Space above for Recorder's Use)

**DECLARATION OF
TEMPORARY ACCESS EASEMENT**

This **DECLARATION OF TEMPORARY ACCESS EASEMENT** ("**Declaration**") is made as of February __, 2020 (the "**Effective Date**"), by CJM Limited Liability Limited Partnership, an Idaho limited partnership ("**Declarant**").

RECITALS

A. Declarant is the fee simple owner of certain real property located in Utah County, Utah, more particularly described on **Exhibit A**, attached hereto and incorporated herein (the "**Burdened Property**").

B. Declarant and Pamela Lorraine Smith ("**Smith**") previously entered into that certain Real Estate Exchange Agreement, dated January 11, 2018 (the "**Exchange Agreement**"), pursuant to which Declarant executed and recorded that certain Quit Claim Deed, recorded on January 29, 2018 as Entry No. 8844:2019, whereby Declarant conveyed a life estate interest to Smith in certain real property located in Utah County, Utah, more particularly described on **Exhibit B**, attached hereto and incorporated herein (the "**Benefited Property**").

C. Declarant is making this Declaration to create a temporary non-exclusive easement for access, ingress, and egress (the "**Temporary Access Easement**") for the benefit of Smith over, upon, and across that portion of the Burdened Property more particularly described on **Exhibit C** and depicted on **Exhibit D** (the "**Easement Area**").

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant declares as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated to the same extent as if set forth herein in full.

2. **Temporary Access Easement.** Declarant hereby conveys and grants to Smith the Temporary Access Easement over, upon, and across the Easement Area for the purpose of providing the Benefited Property with continuous uninterrupted access to and from the anticipated 200 North Street in the City of Santaquin, Utah County, Utah, subject to the terms and conditions contained herein.

3. **Term.** The Temporary Access Easement shall continue in full force and effect until Declarant records a termination of interest affidavit against the Benefited Property in accordance with Section 10 of the Exchange Agreement, thereby terminating Smith's interest in the Benefited Property. Upon the recording of the termination of interest affidavit against the Benefited Property, this Declaration and the Temporary Access Easement shall automatically terminate without further notice, execution or recording of any documentation.

4. **Use Restrictions.** Smith shall use the Temporary Access Easement in accordance with applicable law and shall not conduct any use on the Easement Area that would interfere with Declarant's use of the Burdened Property. The use restrictions may be enforced by Declarant through an action for specific performance, mandamus, or other equitable relief.

5. **No Public Dedication.** The provisions of this Declaration are not intended to and do not constitute a dedication for public use of the Burdened Property, and the rights herein created are for the private use and for the benefit only of Smith.

6. **Amendments.** This Declaration may be amended only by recording, in the official records of Utah County, Utah, an instrument in writing reciting such amendment, bearing the acknowledged signature of the Declarant. Declarant reserves the right to unilaterally amend this Declaration so long as access comparable to the Temporary Access Easement is provided.

7. **Governing Law, Jurisdiction, and Venue.** This Declaration shall be construed under and interpreted in accordance with the laws of the State of Utah. Jurisdiction and venue for any dispute arising out of, concerning, or relating to this Declaration are proper in, and only in, the state courts sitting in either Salt Lake County or Utah County, in and for the State of Utah, and said courts shall be the sole and exclusive forums for resolution of any such dispute.

8. **Captions – Pronouns.** Any titles, captions, or subheadings in this Declaration are for convenience only and will not be deemed a part of the context or be considered in any interpretation or construction of it. Whenever the singular or plural numbers are used, they will be deemed to be the other as required. Wherever the present or past tense is utilized, and the context or circumstances require another interpretation, the present will include the past and future, the past will include the present and the future, and the future will include the present and past.

9. **Miscellaneous.** If any term, provision or condition contained in this Declaration shall to any extent be deemed invalid or unenforceable, the remainder of the Declaration shall not be affected thereby, and each remaining term, provision, and condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law. This Declaration, including any Exhibits, shall constitute the entire agreement relating to the subject matter of this Declaration.

[Signatures and Acknowledgements Follow]

Exhibit A**Legal Description of Burdened Property**

Remainder Parcel A:

A part of the Northeast Quarter of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah:

Beginning at a point on the North line of Main Street and the East line of 500 East Street as it exists at 31.00 foot half-width located 2555.26 feet South $0^{\circ}30'50''$ East along the Quarter Section Line; and 559.13 feet South $89^{\circ}46'05''$ East along said North line from the North Quarter Corner of said Section 1; and running thence North $0^{\circ}10'03''$ East 374.34 feet along said East line to a point of curvature; thence Northeasterly along the arc of a 171.00 foot radius curve to the right a distance of 118.42 feet (Central Angle equals $39^{\circ}40'40''$ and Long Chord bears North $20^{\circ}00'23''$ East 116.07 feet); thence South $89^{\circ}29'50''$ East 76.68 feet along an existing boundary line fence along the Southerly line of an Agreement recorded as Entry No. 72273:2010 of Official Records to the Westerly line of a Warranty Deed recorded as Entry No. 27219:2011 of Official Records as it exists on the ground; thence South 2.69 feet along said Westerly line to the Southwest Corner thereof; thence South $88^{\circ}49'06''$ East 45.00 feet along an existing fence monumenting the Southerly line of said Warranty Deed as it exists on the ground to the Southeasterly Corner thereof; thence North 22.20 feet along the Easterly line of said Warranty Deed to the Northeast Corner thereof; thence North $89^{\circ}16'32''$ West 45.00 feet along the Northerly line of said Warranty Deed as it exists on the ground to an existing boundary line fence on the Easterly line of said previously referenced agreement; thence North $0^{\circ}11'51''$ East 0.98 feet along said agreement line to the Northeasterly Corner thereof; thence North $89^{\circ}35'47''$ West 57.22 feet along an existing fence on the Northerly line of said Agreement to the Easterly line of 500 East Street as it exists at 31.00 foot half-width; thence along said Easterly line the following three courses: North $47^{\circ}49'20''$ East 308.97 feet to a point of curvature; Northeasterly along the arc of a 233.00 foot radius curve to the left a distance of 193.54 feet (Central Angle equals $47^{\circ}35'33''$ and Long Chord bears North $24^{\circ}01'33''$ East 188.02 feet) to a point of tangency; and North $0^{\circ}13'47''$ East 172.28 feet to a point of curvature; thence Northeasterly along the arc of a 21.00 foot radius curve to the right a distance of 32.99 feet (Central Angle equals $90^{\circ}00'00''$ and Long Chord bears North $45^{\circ}13'47''$ East 29.70 feet) to a point of tangency on the Southerly line of 200 North Street as it exists at 31.00 foot half-width; thence along said Southerly line South $89^{\circ}46'13''$ East 213.49 feet to a point of curvature; thence Northeasterly along the arc of a 231.00 foot radius curve to the left a distance of 170.98 feet (Central Angle equals $42^{\circ}24'27''$ and Long Chord bears North $69^{\circ}01'33''$ East 167.10 feet) to a point of tangency on the Southeasterly line of Orchard Lane as it exists at 31.00 foot half-width; thence North $47^{\circ}49'20''$ East 3.52 feet along said Southeasterly line to a point on the Southerly line of Cottonwood Estates, Plat "A" extended; thence South $89^{\circ}20'43''$ East 209.64 feet along said Southerly line; thence South $0^{\circ}03'55''$ West 271.44 feet; thence South $88^{\circ}33'39''$ East 157.31 feet to a point on the Westerly line of said Plat "A"; thence South $2^{\circ}16'40''$ West 48.54 feet along said Westerly line to the Northwesterly line of Interstate Highway I-15; thence along said Northwesterly line the following two courses: South $37^{\circ}26'22''$ West 75.35 feet; and South $44^{\circ}34'11''$ West 1044.87 feet to the Northerly line of Main Street; thence along said Northerly line the following two courses: South $87^{\circ}33'23''$ West 169.10 feet; and North $89^{\circ}46'05''$ West

Exhibit A

176.31 feet to the East line of 500 East Street as it exists at 31.00 foot half-width and the point of beginning.

Contains 706,855 sq. ft.

Less and Excepting that portion of land described by Quit Claim Deed recorded 29 January, 2018 as Entry No. 8844:2018, Utah County Official Records, more particularly described as follows:

Commencing North 47'48" West 1082.28 feet and West 1451.21 feet from the East Quarter Corner of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence South 47 deg. 37'42" West 273 feet; thence South 44 deg. 13'46" East 23.55 feet; thence South 89 deg. 47'47" East 184.27 feet; thence North 0 deg. 16'54" East 201.53 feet to the point of beginning.

Contains 21,780 sq. ft.

**Net Remainder Parcel A Contains 685,075 sq. ft.
or 15.727 acres**

Exhibit B

Legal Description of Benefited Property

The Benefited Property located in City of Santaquin, Utah County, State of Utah is more particularly described as follows:

Commencing North 47°48" West 1082.28 feet and West 1451.21 feet from the East quarter corner of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence South 47 deg. 37'42" West 273 feet; thence South 44 deg. 13'46" East 23.55 feet; thence South 89 deg. 47'47" East 184.27 feet; thence North 0 deg. 16'54" East 201.53 feet to the point of beginning.

Parcel No. 32:003:0043

Exhibit C

Legal Description of Easement Area

A 25 foot wide access easement located in the Northeast Quarter of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian, Santaquin City, Utah County, Utah, being 12.5 feet each side of the following described center line:

Beginning at a point on the South line of 200 North Street as it exists at 31.00 foot half-width at a point located 1148.50 feet North $89^{\circ}42'20''$ East along the North line of said Section 1 and 1488.44 feet South $0^{\circ}17'40''$ East from a Brass Cap Monument found marking the North Quarter Corner of said Section 1; and running thence South $0^{\circ}13'47''$ West 98.62 feet; thence South $47^{\circ}37'42''$ West 142.80 feet to the termination of this easement center line.

Exhibit D

Depiction of Easement Area

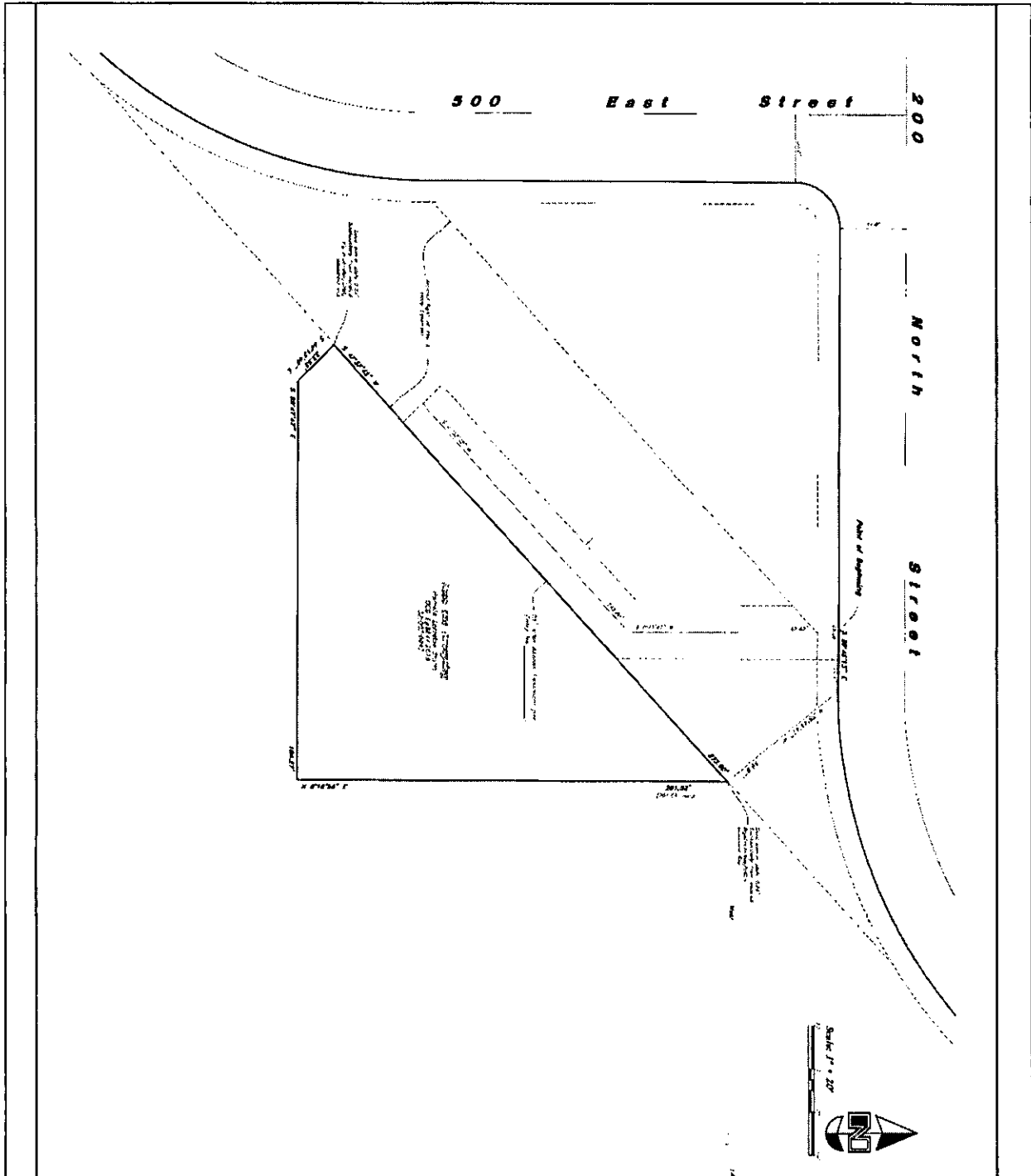


Exhibit D