



ENT 94490:2019 PG 1 of 3
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Sep 23 3:57 pm FEE 40.00 BY MA
RECORDED FOR FIELDS AT LAKEVIEW HOA INC

When Recorded Return to:
The Fields at Lakeview HOA Inc.
1216 W 1295 S
Orem, UT 84058

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement ("Agreement") is entered into this 23 day of September, 2019, by and between Boardwalk Industries LLC., ("Grantor") and The Fields at Lakeview HOA Inc., ("Grantee")

RECITALS

A. WHEREAS, Grantor owns real property located in Orem City, Utah County, State of Utah at 1950 South Geneva Road, in said city and county known as parcel #19-036-0114 and;

B. WHEREAS, the parties deem it in their mutual best interest to enter into this Temporary Easement Agreement.

C. WHEREAS, the parties acknowledge and understand that the access road identified as 1950 South and Geneva Road is a temporary access road now. It will be removed as an access road once Provo City constructs 2000 North along the south border of the Fields at Lakeview project. The elimination of the 1950 south road is mandated by UDOT, and Orem City and memorialized in the Development Agreement between the Grantor and Orem City, which has been recorded at Orem City and can be accessed in its public records.


D. WHEREAS, The parties acknowledge and understand that the 1950 south road, once terminated as an access road for The Fields at Lakeview project, will become an approved commercial access from Geneva Road to the future use of the Grantor's property which it is intended to serve.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant of Temporary Easement: Grantor grants to Grantee, an temporary access easement on the property described in Exhibit A, it being the intention of the parties that the easement created hereby shall run with the land for a temporary period of time as set forth in paragraph 3 below. The legal description of said easement is on the attached Exhibit A and incorporated herein by reference.
2. Legal Compliance: Grantor shall be responsible for maintenance of all improvements created within the easement. Grantee shall be responsible to repair damage cause by Grantee or its residents to the finished road that is part of the easement.

- 3. Automatic Termination of Temporary Easement: This easement shall be terminated automatically and without notice once Provo City, its contractors or agents, complete construction of the public street known as 2000 North, attached as Exhibit B to this agreement, and Grantee is given permanent access to 2000 North from its private street platted as 1120 West.

DATED this date and year first above written.

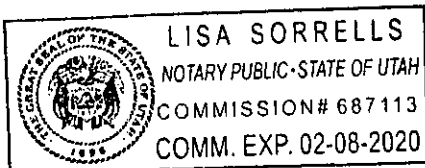

 BOARDWALK INDUSTRIES LLC.
 By: Chad Anderson
 Its: Manager


 THE FIELDS AT LAKEVIEW HOA INC.
 By: Jeff Mansell
 Its: Director

State of Utah }
 ss.
 County of Utah }

On this 23 day of September, in the year 2019, personally appeared before me Chad Anderson, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Manager of Boardwalk Industries LLC. and that said document was signed by him/her in behalf of said Company by Authority of its Bylaws, or (Resolution of its Members), and said Grantor acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

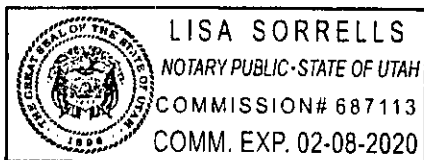



 Notary Public

State of Utah }
 ss.
 County of Utah }

On this 23 day of September, in the year 2019, personally appeared before me Jeff Mansell, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Director of The Fields at Lakeview HOA Inc. and that said document was signed by him/her in behalf of said Company by Authority of its Bylaws, or (Resolution of its Members), and said Grantee acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.




 Notary Public

EXHIBIT A**TEMPORARY 1950 SOUTH EASEMENT LEGAL DESCRIPTION****Effecting Parcels: 19-036-0114**

Beginning at a point located North 89°31'44" West along section line 1182.91 feet and North 268.22 feet from the Southeast corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian;

thence North 00°11'38" West, a distance of 62.00 feet; thence along the arc of a 10.00 feet curve to the left through a central angle of 90°00'00" for 15.71 feet (chord bears South 45°11'38" East 14.14 feet); thence North 89°48'22" East, a distance of 133.13 feet; thence along the arc of a 185.33 feet curve to the left through a central angle of 23°34'47" for 76.27 feet (chord bears North 77°46'53" East 75.73 feet); thence North 62°24'46" East, a distance of 50.67 feet; thence along the arc of a 15.00 feet curve to the left through a central angle of 57°04'01" for 14.94 feet (chord bears North 22°33'10" East 14.33 feet); thence South 27°35'14" East, a distance of 72.24 feet; thence along the arc of a 15.00 feet curve to the left through a central angle of 56°42'59" for 14.85 feet (chord bears North 78°07'03" West 14.25 feet); thence South 62°24'46" West, a distance of 51.83 feet; thence South 81°10'04" West, a distance of 45.24 feet; thence along the arc of a 221.00 feet curve to the right through a central angle of 08°38'18" for 33.32 feet (chord bears South 85°29'13" West 33.29 feet); thence South 89°48'22" West, a distance of 153.11 feet; thence along the arc of a 10.00 feet curve to the left through a central angle of 90°00'00" for 15.71 feet (chord bears South 44°48'22" West 14.14 feet) to the point of beginning.

Containing 13,486.13 square feet or 0.3096 acres, more or less.