

WHEN RECORDED MAIL TO:

SN Diamond LLC
5300 South 360 West
Murray, UT 84123

File No.: 106519-DMF

TEMPORARY ACCESS EASEMENT

In Reference to Tax ID Number(s):

58-023-0242, 58-023-0247 and 58-023-0244

WHEN RECORDED RETURN TO:

SN Diamond LLC
 5300 South 360 West
 Murray, UT 84123

TEMPORARY ACCESS EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SOA Investments, LLC, a Utah limited liability company (which acquired title as SOA Investments, LTD., a Utah limited partnership, which Utah limited partnership has been converted to SOA Investments, LLC, a Utah limited liability company pursuant to Section 48-2c-1402 of the Utah Code on October 15, 2002), Grantor hereby grants, conveys, sells and sets over unto SN Diamond LLC, a Utah limited liability company, as Grantee, its successors and/or assigns, a temporary easement for ingress and egress over and across the following described property situated in Utah County, State of Utah:

A portion of Section 11, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Lehi, Utah and being more particularly described as follows:

Beginning at a point located S89°51'47"W along the section line 276.19 feet and North 1573.13 feet from the Southeast Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base & Meridian. thence N89°41'41"W 29.81 feet; thence along the arc of a 45.00 foot radius non-tangent curve (radius bears: N89°41'41"W) to the left 70.93 feet through a central angle of 90°18'19" (chord: N44°50'51"W 63.81 feet); thence West 903.83 feet; thence along the arc of a 26.00 foot radius curve to the left 40.86 feet through a central angle of 90°02'00" (chord: S44°59'00"W 36.78 feet); thence N89°58'19"W 62.00 feet; thence along the arc of a 26.00 foot radius non-tangent curve (radius bears: S89°58'00"W) to the left 40.83 feet through a central angle of 89°58'00" (chord: N45°01'00"W 36.76 feet); thence West 174.65 feet; thence along the arc of a 3500.00 foot radius curve to the left 433.90 feet through a central angle of 7°06'11" (chord: S86°26'55"W 433.62 feet); thence along the arc of a 26.00 foot radius curve to the left 43.01 feet through a central angle of 94°46'41" (chord: S35°30'29"W 38.27 feet); thence S85°08'49"W 62.47 feet; thence along the arc of a 26.00 foot radius non-tangent curve (radius bears: S78°07'08"W) to the left 39.53 feet through a central angle of 87°06'23" (chord: N55°26'03"W 35.83 feet); thence along the arc of a 3500.00 foot radius curve to the left 279.27 feet through a central angle of 4°34'18" (chord: S78°43'36"W 279.19 feet); thence S76°26'27"W 669.89 feet; thence along the arc of a 19.00 foot radius curve to the left 6.02 feet through a central angle of 18°09'28" (chord: S67°21'43"W 6.00 feet) to the East line of Redwood Road; thence N10°19'26"W along said line 93.09 feet; thence N76°26'27"E 90.62 feet; thence N80°05'27"E 251.32 feet; thence N76°26'27"E 329.12 feet; thence along the arc of a 3576.00 foot radius curve to the right 255.85 feet through a central angle of 4°05'58" (chord: N78°29'26"E 255.80 feet); thence S9°27'35"E 15.00 feet; thence along the arc of a 3561.00 foot radius non-tangent curve (radius bears: S9°27'35"E) to the right 587.94 feet through a central angle of 9°27'35" (chord: N85°16'12"E 587.27 feet); thence East 174.59 feet; thence along the arc of a 26.00 foot

radius curve to the left 40.86 feet through a central angle of 90°02'00" (chord: N44°59'00"E 36.78 feet); thence S89°58'19"E 62.00 feet; thence along the arc of a 26.00 foot radius non-tangent curve (radius bears: N89°58'00"E) to the left 40.83 feet through a central angle of 89°58'00" (chord: S45°01'00"E 36.76 feet); thence East 904.70 feet; thence along the arc of a 45.00 foot radius curve to the left 70.45 feet through a central angle of 89°41'41" (chord: N45°09'09"E 63.47 feet); thence S89°41'41"E 29.81 feet; thence S0°18'19"W 151.00 feet to the point of beginning.

This easement shall automatically terminate without further action of Grantor or Grantee upon the recordation of a subdivision plat at which time the described easement will be dedicated as a public right-of-way.

Grantee hereby acknowledges their responsibility to repair and restore all damages caused by Grantee or any of Grantee's agents, employees, contractors, subcontractors, invitees or other persons or entities acting on behalf of Grantee who cause damage to any of the Grantor Improvements prior to or subsequent to the effective date of this agreement. However, in the event that Grantor is required to make repairs to the improvements as a result of damages caused by Grantee, their agents, employees, contractors, subcontractors, invitees or other persons or entities acting on behalf of Grantee, then Grantee's obligations shall not be limited to the amount of the costs and expenses of required repairs but also shall include, without limitation, attorneys' fees and costs of collection incurred by Grantor as a result of any damage caused to the Grantor Improvements by Grantee or any of Grantee's agents, employees, contractors, subcontractors, invitees or other persons or entities acting on behalf of Grantee.

In witness whereof, the Grantor has executed said easement this 1 day of November, 2018.

GRANTOR:

SOA Investments, LLC, a Utah limited liability company

By: Robert S. Allred
Robert S. Allred
Manager

GRANTEE:

SN Diamond, LLC, a Utah limited liability company

By: Security National Life Insurance Company
Its: Manager

By: _____
Name: _____
Title: _____

radius curve to the left 40.86 feet through a central angle of 90°02'00" (chord: N44°59'00"E 36.78 feet); thence S89°58'19"E 62.00 feet; thence along the arc of a 26.00 foot radius non-tangent curve (radius bears: N89°58'00"E) to the left 40.83 feet through a central angle of 89°58'00" (chord: S45°01'00"E 36.76 feet); thence East 904.70 feet; thence along the arc of a 45.00 foot radius curve to the left 70.45 feet through a central angle of 89°41'41" (chord: N45°09'09"E 63.47 feet); thence S89°41'41"E 29.81 feet; thence S0°18'19"W 151.00 feet to the point of beginning.

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In witness whereof, the Grantor has executed said easement this 2 day of November, 2018.

GRANTOR:

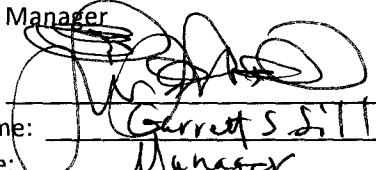
SOA Investments, LLC, a Utah limited liability company

By: _____
Robert S. Allred
Manager

GRANTEE:

SN Diamond LLC, a Utah limited liability company

By: Security National Life Insurance Company
Its: Manager

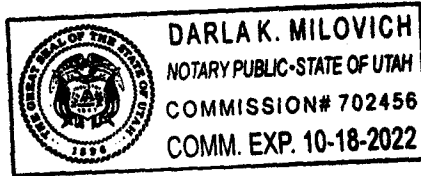
By:  _____
Name: Garrett S Sill
Title: Manager

STATE OF UTAH

COUNTY OF UTAH

On the 1 day of November, 2018, personally appeared before me Robert S. Allred, who acknowledged himself/herself to be the Manager of SOA Investments, LLC, a limited liability company, and that he/she, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained.


Notary Public



STATE OF UTAH

COUNTY OF SALT LAKE

On the _____ day of November, 2018, personally appeared before me _____, who acknowledged himself/herself to be the _____ of Security National Life insurance Company who is named as Manager of SN Diamond, LLC, a Utah limited liability company, a limited liability company, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public

STATE OF UTAH

COUNTY OF UTAH

On the _____ day of November, 2018, personally appeared before me Robert S. Allred, who acknowledged himself/herself to be the Manager of SOA Investments, LLC, a limited liability company, and that he/she, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public

STATE OF UTAH

COUNTY OF SALT LAKE

On the 2nd day of November, 2018, personally appeared before me Garrett S. Sill, who acknowledged himself/herself to be the CFO, Treasurer of Security National Life insurance Company who is named as Manager of SN Diamond LLC, a Utah limited liability company, a limited liability company, and that he/she, as such manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Wenda L. Scott
Notary Public

