

(2)

ENT 120110:2018 PG 1 of 4
Jeffery Smith
Utah County Recorder
2018 Dec 20 02:07 PM FEE 16.00 BY BA
RECORDED FOR Bartlett Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED

WHEN RECORDED, MAIL TO:

Utah Real Estate Ventures, LLC
12896 S. Pony Express Road, Suite 400
Draper, Utah 84020

(Tax ID No. Portion of 59:034:0007.)

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

For good and valuable consideration, the sufficiency and receipt of which is acknowledged, **Steven and Leon[®] Smith**, individuals (collectively, "**Grantor**"), as owner of the parcel of real property located in Utah County, Utah, described more particularly on **Exhibit A** ("**Property**") does hereby grant unto **Utah Real Estate Ventures, LLC**, a Utah limited liability company ("**Grantee**"), a temporary easement and right of use ("**Easement**") over the Property for those purposes set forth below. The Easement is granted subject to the following terms and conditions:

A. Scope of Easement. Grantee shall have the temporary, non-exclusive use of the Property for the purposes of accessing the Property and constructing, installing, or improving certain infrastructure, utilities, and facilities necessary for or associated with the residential development of the Property and / or adjoining parcels of land, with such infrastructure, utilities, and facilities including, but being not limited to, roads, streets, sidewalks, lighting, traffic signs and signals, transmission lines, pipes, cable, conduit, culvert, boxes, meters, etc. (collectively, "**Improvements**"). Without limitation, Easement allows Grantee the right to do the following with respect to the Property: to construct the Improvements; to operate and store equipment; to grade the Property as necessary to facilitate development of the Property and / or adjoining parcels of land; to stockpile or store construction materials and supplies; to landscape; and to perform other work reasonably necessary to construct the Improvements.

B. No Interference. Grantor may not, without Grantee's express written permission, construct or install, or allow to be constructed or installed, any building, structure, fence, landscaping, or improvement of any sort on or in the Property which would impede, obstruct, or interfere with access to the Property by Grantee or Grantee's agents. Grantor shall be liable to Grantee for any violation of the foregoing terms.

C. Assignment. Grantee may assign the Easement granted herein without the requirement of Grantor's consent upon recordation of a notice of assignment in the real property records of Utah County. Except as provided for below, the terms of this document and the Easement set forth herein may not be terminated, modified or amended without the written consent of Grantor and Grantee, and any such termination, modification or amendment will only be effective on recordation of an instrument containing such written consent in the real property records of Utah County.

D. Term. The Easement granted herein will terminate automatically when the Improvements are completed and are dedicated to, and accepted by a governmental entity, special service district, public utility, or homeowner's association. Notwithstanding the foregoing, upon the occurrence of such conditions Grantee shall, at Grantor's request, execute an acknowledgment of termination.

E. Representations and Warranties. By executing this instrument, Grantor represents that it has full capacity, right, power and authority to execute and deliver this instrument and to perform all obligations of Grantor required hereunder. In the event of any action to interpret or enforce this instrument, or the rights granted hereunder, the prevailing party shall be entitled to an award of reasonable costs incurred thereby, including reasonable attorney fees.

F. Easement Runs with Land. Until terminated, as provided herein, this instrument, and the Easement granted herein, shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their successors in interest and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument, intending for Grantor to be legally bound hereby, this 11 day of DECEMBER, 2018.

GRANTOR

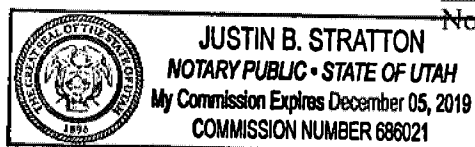
Steven Smith
Steven Smith

Leon Smith
Leon Smith

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 11 day of DECEMBER, 2018, by Steven Smith and Leon Smith.

SEAL:



Justin B. Stratton
Notary Public

EXHIBIT A

(Legal Description of the Property)

TEMPORARY TURNAROUND EASEMENT "B" (DAMPER DRIVE)

A portion of the Southeast Quarter of Section 2, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point located N0°51'28"E along the Quarter Section Line 516.68 feet and East 400.51 feet from the South 1/4 Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base & Meridian; thence N0°51'28"E 113.43 feet; thence East 120.00 feet; thence S0°51'28"W 112.42 feet; thence N89°08'32"W 33.49 feet; thence S88°21'59"W 53.05 feet; thence West 33.50 feet to the point of beginning.

Contains: ±0.31 Acres
13,528 SQ. FT.

