

When Recorded Mail To:
Cedar Vista, LLC
4805 South 3300 West
Rexburg, Idaho 83440

DOC # 20210002452

Easements Page 1 of 3
Gary Christensen Washington County Recorder
01/12/2021 04:42:31 PM Fee \$ 40.00
By G T TITLE



**INGRESS/EGRESS ACCESS EASEMENT
AND
UTILITY EASEMENT GRANTS**

KNOW ALL MEN BY THESE PRESENTS that in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to

**Main Street Zion LLC,
11505 Rivolli Dr. Reno, NV 89521**

Herein referred to as GRANTOR, by

**Cedar Vista, LLC
4805 South 3300 West
Rexburg, Idaho 83440**

hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE for the benefit of and access to the Main Street Zion LLC. property with Parcel ID AV-1328-A, its successor and assigns, a perpetual INGRESS/EGRESS ACCESS & UTILITY easement with the right to ingress and egress across the property, and construct, maintain, and access utility improvements, hereinafter called FACILITIES, over, across, and through the land of the GRANTOR. within the easement:

See EXHIBIT "A"

TO HAVE AND TO HOLD the same unto GRANTEE, the easements as follows:

AN EASEMENT, as described above, to provide access across GRANTOR's property with the right to inspect, access, maintain, operate, repair, protect, remove, and replace FACILITIES over, across, under, and through the easement.

The EASEMENT shall remain in place in perpetuity. During temporary periods, the GRANTEE may use such portions of the property on and adjacent to said easement as may be necessary in connection with the construction, maintenance, repair, removal, or replacement of the FACILITIES. The GRANTEE shall notify GRANTOR prior to entering the easement for the purposes of initial construction. The GRANTEE, as a condition to the granting of the easements, shall restore or replace, in kind, at the GRANTEE's discretion and the GRANTEE's expense; fences, roads, crops, and other improvements in the event such is damaged by the construction, maintenance, repair, replacement, or removal of the FACILITIES.

The GRANTOR shall not build or construct, nor permit to be built or constructed, any building or other improvement over, across, or under said easement, without written consent of the GRANTEE. GRANTOR may use the easement along with any and all improvements to access his/her/their property for purposes of

EXHIBIT "A"

EAST

Beginning at a point which is South 88°56'12" ~~West~~ 2649.34 feet along the North Section line and South along the Center Section line South 00°52'45" West 1019.46 feet from the Northwest Corner of Section 29, Township 42 South, Range 11 West of the Salt Lake Base and Meridian, said point also being the Northwest corner of Main Street Zion LLC Boundary, recorded on February 20, 2018 as Document No. 20180007164 in the office of the Washington County recorder, in said County, State of Utah; running thence South 89°03'04" East 60.00 feet; thence South 00°52'45" West 1585.48 feet; thence South 89°02'52" East 2548.75 feet to the West Right of Way of Main Street; thence South 00°52'11" West 30.00 feet to the center section line of said Section 29, thence along said Center Section line for the following two (2) course: thence North 89°02'52" West 2608.76 feet, to the Center Section Monument; thence North 00°52'45" East 1615.47 feet to the point of beginning.

Contains 173,391 sq.ft. 3.98 acres.