

When recorded mail to:  
Vista Meadows, LLC  
P.O. Box 1212  
American Fork, UT 84003

ENT 72701:2017 PG 1 of 5  
Jeffery Smith  
Utah County Recorder  
2017 Jul 28 12:28 PM FEE 18.00 BY VP  
RECORDED FOR Sutherland Title Company  
ELECTRONICALLY RECORDED

## Easement Agreement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, VISTA MEADOWS, LLC, Grantor, hereby grants unto RICHARD HARTVIGSEN, Grantee, its successors and assigns, the following three easements, (1) the Hartvigsen Easement, (2) the Temporary Construction Easement, (3) the Summit Pointe Shared Driveway Right of Way.

### (1) Hartvigsen Easement

Grantor hereby grants unto Grantee its successors and assigns, a permanent twenty-two foot wide right-of-way easement through and within Grantor property, as described in Exhibit A legal description and Exhibit B plan and profile, subject to the following limitations. The easement shall be used as either the primary access for not more than four single family residential lots located on the Hartvigsen property, or as a fire emergency access route. Other than as an emergency fire access, the Hartvigsen easement shall not be an access route for any third-party properties, and no traffic from third-party properties shall be permitted across the Hartvigsen easement unless it is determined to be a fire emergency access route, a crash gate is installed, and there is an actual fire emergency.

### (2) Temporary Construction Easement

Grantor hereby grants unto Grantee its successors and assigns, a temporary construction easement of fifteen feet wide on either side of the Hartvigsen Easement or as needed for a 2:1 cut/fill slope. The Temporary Construction Easement will expire and cease to exist upon the final completion of the private road and utilities connecting into the Hartvigsen Property in the Hartvigsen Easement by Hartvigsen or his assigns, or in five (5) years from the date of this recording, whichever occurs first.

### (3) Summit Pointe Shared Driveway Right of Way

Grantor hereby grants unto Grantee its successors and assigns, a permanent right of way to use that portion of the Summit Pointe shared driveway which extends from the end of the Lakeview Drive cul-de-sac to the point of connection with the Hartvigsen Easement. The additional traffic caused by the Hartvigsen use upon the Summit Pointe shared driveway shall not exceed the traffic associated with not more than four single family residences which may be located upon the Hartvigsen property, except in the case of a fire emergency evacuation.

#### ACCOMODATION RECORDING ONLY:

Sutherland Title Company makes no representation as to the condition of title and assumes no liability or responsibility for the validity, sufficiency, or effect of this recording.

Grantor reserves the right to rescind these easements in the event that the Grantee, its successors and assigns, fails to make the final \$75,000 payment to Grantee within fifteen days following the installation of the hard surfacing to the point of connection with the Hartvigsen Easement or does not comply with all other terms pursuant to a certain agreement made by the parties dated May 30, 2017.

Witness the hand of the Grantor this 25<sup>th</sup> day of July, 2017

VISTA MEADOWS, LLC

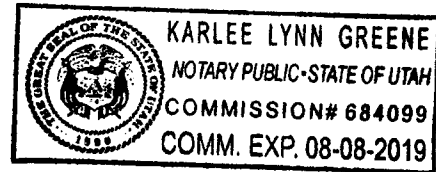
S. Taylor Smith  
By: S. TAYLOR SMITH / Manager

[Signature]  
By: Mark Wells / Manager

STATE OF UTAH  
ss.  
COUNTY OF ~~SALT LAKE~~ Utah

On this 25<sup>th</sup> day of July, 2017, appeared before me, the undersigned Notary Public, personally appeared S. TAYLOR SMITH, Manager, of VISTA MEADOWS, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

[Signature]  
Notary Public



My commission expires: 08-08-2019

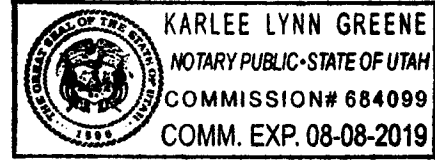
STATE OF UTAH  
ss.  
COUNTY OF ~~SALT LAKE~~ Utah

On this 25<sup>th</sup> day of July, 2017, appeared before me, the undersigned Notary Public, personally appeared MARK WELLS, Manager, of VISTA MEADOWS, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that

he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Karlee Lynn Greene  
Notary Public

My commission expires: 08-08-2019



## Exhibit "A"

## Hartvigsen Easement

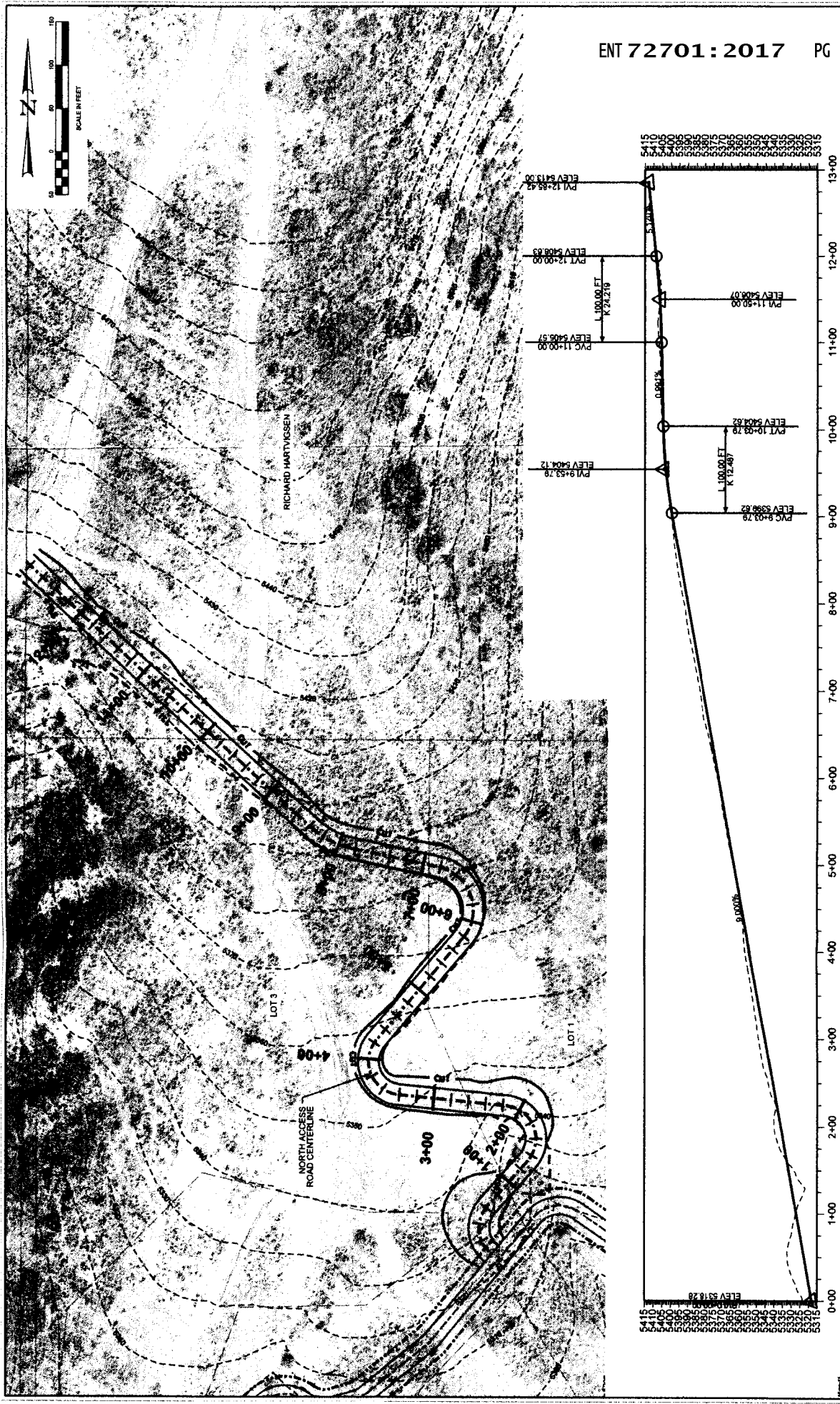
## 22' wide north access legal description

Beginning at a point located North 89°48'06" West 833.73 feet from the Northeast corner of Section 23, Township 4 South, Range 1 East, Salt Lake Base and Meridian;

thence South 47°19'48" East, a distance of 137.06 feet; thence along the arc of a 89.00 feet curve to the left through a central angle of 30°41'10" for 47.67 feet (chord bears South 62°40'23" East 47.10 feet); thence South 78°00'58" East, a distance of 102.68 feet; thence along the arc of a 61.00 feet curve to the right through a central angle of 118°15'58" for 125.91 feet (chord bears South 18°53'00" East 104.72 feet); thence South 40°14'59" West, a distance of 154.44 feet; thence along the arc of a 27.00 feet curve to the left through a central angle of 124°32'55" for 58.69 feet (chord bears South 22°01'28" East 47.80 feet); thence South 84°17'56" East, a distance of 125.33 feet; thence along the arc of a 49.00 feet curve to the right through a central angle of 125°49'23" for 107.61 feet (chord bears South 21°23'14" East 87.25 feet); thence South 41°31'27" West, a distance of 69.89 feet; thence along the arc of a 27.00 feet curve to the left through a central angle of 74°50'36" for 35.27 feet (chord bears South 04°06'09" West 32.81 feet); thence South 39°46'32" West, a distance of 22.53 feet; thence along the arc of a 49.00 feet curve to the right through a central angle of 82°31'42" for 70.58 feet (chord bears North 00°15'36" East 64.63 feet); thence North 41°31'27" East, a distance of 69.89 feet; thence along the arc of a 27.00 feet curve to the left through a central angle of 125°49'23" for 59.29 feet (chord bears North 21°23'14" West 48.08 feet); thence North 84°17'56" West, a distance of 125.33 feet; thence along the arc of a 49.00 feet curve to the right through a central angle of 124°32'55" for 106.52 feet (chord bears North 22°01'28" West 86.75 feet); thence North 40°14'59" East, a distance of 154.44 feet; thence along the arc of a 39.00 feet curve to the left through a central angle of 118°15'58" for 80.50 feet (chord bears North 18°53'00" West 66.95 feet); thence North 78°00'58" West, a distance of 102.68 feet; thence along the arc of a 111.00 feet curve to the right through a central angle of 30°41'10" for 59.45 feet (chord bears North 62°40'23" West 58.74 feet); thence North 47°19'48" West, a distance of 161.09 feet; thence South 89°48'06" East, a distance of 32.58 feet to the POINT OF BEGINNING.

Containing 21,498 square feet or 0.4935 acres, more or less.

Exhibit "B"



PRIVATE ACCESS FROM  
SUMMIT POINTE ROAD  
TO NEAR HISTORICAL ACCESS

ACCESS FROM  
SUMMIT POINTE  
DEVELOPMENT

**RICH HARTVIGSEN**

NO.	DATE	REVISION

RICH HARTVIGSEN  
 PROJECT: 72701-01-0001-1-1-03  
 603 374-8771  
 801 681-6771

**RB&G**  
**ENGINEERING, INC.**