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Carri R. Jeffries, Iron County Recorder - Page 1 of 5

09/27/2023 01:50:57 PM By: COTTONWOOD TITLE INSURANCE AGENCY,
INC.

WHEN RECORDED MAIL TO:

**Alchemy Design & Development
595 South Main Street, Suite 11
Layton, UT 84041**

Temporary Cul De Sac Agreement

In Reference to Tax ID Number(s):

B-1117-1118-0001-2

IRON COUNTY

COURTESY RECORDING ONLY
Cottonwood Title disclaims any
liability as to the condition of title
and as to the content, validity,
or effects of this document.

TEMPORARY CUL DE SAC AGREEMENT

This Temporary Cul de Sac Agreement ("Agreement") is entered into on this 21st day of August 2023, by and between the Linda Christine Boud Revocable Trust, (the "Trust,") and Alchemy Design & Development, LLC, ("Alchemy,") (collectively referred to as the "Parties."

Background: The Trust is the lawful owner of the real property situated in Iron County, Utah, identified by Tax Parcel ID B-1117-1118-0001-2, (the "Property"). Alchemy is engaged in real estate development and construction activities on the neighboring properties.

Scope of Agreement: In consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. Grant of Temporary Turnaround and Public Utility Easement: The Trust hereby grants Alchemy a temporary easement to construct and maintain a 50-foot radius cul-de-sac turnaround and public utility easement (the "Easement") on or affecting the Property, as more particularly described in Exhibit A attached hereto.

2. Term of Easement: The Easement shall remain in effect until Alchemy completes its construction on the approximately one acre it purchased from the Trust and upon the property bordering the south of the Trust property it purchased from the Ence Family. However, in no circumstance shall this temporary easement be effective for a period in excess of 3 years from the date of this Agreement.

3. Permitted Uses: Alchemy shall have the right to use the Easement solely for the purpose of construction, maintenance, and operation of the temporary cul-de-sac turnaround and associated public utilities.

4. Responsibilities:

4.1 Alchemy's Responsibilities: Alchemy shall be responsible for all costs associated with the design, construction, maintenance, and removal of the temporary cul-de-sac turnaround, as well as any public utilities within the Easement area. Alchemy shall also ensure that the construction activities do not cause any damage to the Property beyond the scope of the Easement.

4.2 Trust's Responsibilities: The Trust shall allow Alchemy and its contractors reasonable access to the Property for the purposes of Easement construction, maintenance, and removal. The Trust shall not unreasonably interfere with Alchemy's activities within the Easement area during the term of this Agreement.

5. Indemnification: Alchemy agrees to indemnify, defend, and hold the Trust harmless from and against any claims, liabilities, damages, costs, and expenses arising out of or

in connection with Alchemy's use of the Easement area and its activities thereon.

6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether oral or written.

Execution: This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the Parties hereto have executed this Temporary Cul de Sac Agreement as of the date first above written.

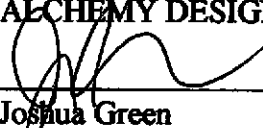
~~LINDA CHRISTINE BOUD REVOCABLE TRUST:~~

~~James R. Boud~~

~~Trustee~~

~~Date:~~

ALCHEMY DESIGN & DEVELOPMENT, LLC

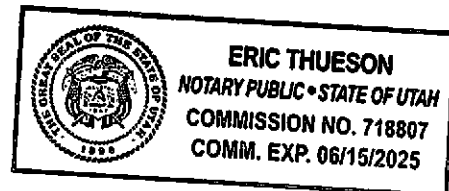

Joshua Green

Manager

Date: 9/21/2023


In the County of Salt Lake, State of Utah, on this 21st day of September, 2023, a notary public, personally appeared Joshua Green proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.


Notary Signature and seal



IN WITNESS HEREOF, the Parties hereto have executed this Temporary Cul de Sac Agreement as of the date first above written.

LINDA CHRISTINE BOUD REVOCABLE TRUST:


James R. Boud
Trustee
Date: Sept 22, 2023

STATE OF UTAH

COUNTY OF Salt Lake

On this 22nd day of September, 2023, before me, personally appeared James R. Boud, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of The Linda Christine Boud Revocable Trust.


Notary Public

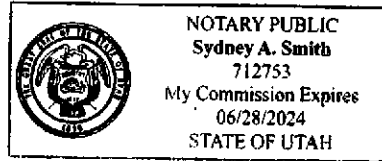


EXHIBIT A: TEMPORARY CUL DE SAC EASEMENT

A 50 FOOT RADIUS TEMPORARY CUL DE SAC EASEMENT OVER AND ACROSS TAX ID B-1117-1118-0001-2 PER QUITCLAIM DEED BK: 1170 PG: 116 IN FAVOR OF CEDAR CITY CORP. FOR TURNING MANEUVERS OFF OF 1400 WEST, A PARTIALLY IMPROVED RIGHT OF WAY WITH AN EXISTING GRAVEL CITY UTILITY MAINTENANCE ROAD PER CEDAR RIDGE SUBDIVISION, THE RADIUS POINT OF THE TEMPORARY CUL DE SAC IS MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE PUBLISHED RECORD COORDINATE ON THE CEDAR CITY CONTROL NETWORK AT THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N00°01'43"W ALONG THE WEST SECTION LINE 436.94 FEET; THENCE S90°00'00"E 2022.41 FEET TO THE CENTER RADIUS POINT OF THE 50 FOOT RADIUS TEMPORARY CUL DE SAC EASEMENT.

THIS EASEMENT IS BEING GRANTED AS A CONDITION OF APPROVAL FOR THE COAL CREEK APARTMENT PROJECT AND THE GRANTOR IS JAMES R. BOUD, TRUSTEE OF THE LINDA CHRISTINE BOUD REVOCABLE TRUST, SAID TEMPORARY EASEMENT SHALL BE VACATED UPON FUTURE DEVELOPMENT OR ROAD DEDICATION BY BOUD OR THEIR SUCCESSORS ONCE A FUTURE DEVELOPMENT IS CONSTRUCTED IN CONFORMANCE WITH CEDAR CITY CORP. ORDINANCES/DEVELOPMENT STANDARDS.

