

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Snell & Wilmer L.L.P.  
Attn: Brian C. Cheney, Esq.  
15 West South Temple, Suite 1200  
Salt Lake City, UT 84101



ENT 116714:2015 PG 1 of 7  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2015 Dec 30 12:22 pm FEE 0.00 BY VH  
RECORDED FOR SANTAQUIN CITY CORPORATION

Parcel Nos.: 32:003:0091  
32:003:0092  
32:003:0093  
32:003:0094

**EASEMENT AND ROAD MAINTENANCE AGREEMENT**

This Easement and Road Maintenance Agreement (“**Agreement**”) is made as of November 18, 2015 by and between the **CITY OF SANTAQUIN**, a municipal corporation (“**the City**”), and **CJM LIMITED LIABILITY LIMITED PARTNERSHIP**, an Idaho limited partnership (“**CJM**”). Capitalized terms not defined herein shall have their usual and customary meaning.

**RECITALS**

A. WHEREAS, the City and CJM have entered into that certain Exchange Agreement dated April 9, 2015 (the “**Exchange Agreement**”);

B. WHEREAS, pursuant to the Exchange Agreement, the City conveyed to CJM a portion of the public road right-of-way known as Orchard Lane, more particularly described in **Exhibit A** attached hereto (the “**Orchard Lane Parcel**”) and CJM conveyed to the City the real property described in **Exhibit B** attached hereto (the “**CJM Parcel**”);

C. WHEREAS, pursuant to the Exchange Agreement, the City retained certain real property that is adjacent to the Orchard Lane Parcel and comprises the remaining portion of the public road right-of-way known as Orchard Lane (the “**City’s Adjacent Parcel**”);

D. WHEREAS, previous to the City’s conveyance of the Orchard Lane Parcel to CJM, the City installed sewer, culinary and pressurized irrigation lines (“**Infrastructure**”) within the Orchard Lane Parcel and the City’s Adjacent Parcel;

E. WHEREAS, pursuant to the Exchange Agreement, the City’s conveyance of the Orchard Lane Parcel to CJM is subject to an easement covering the Orchard Lane Parcel for the City’s Infrastructure and for vehicular and pedestrian access to the City’s Adjacent Parcel and the CJM Parcel; and

F. WHEREAS, the City and CJM each desire that the Orchard Lane Parcel be subject to certain easements in favor of the City and its successors, assigns and licensees, as more particularly set forth in this Agreement.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, CJM and the City agree as follows:

1. Easements.

(a) Access and Use of Orchard Lane Parcel. CJM hereby grants and conveys to the City and its successors and assigns, a non-exclusive easement for use as a public roadway including vehicular and pedestrian access, ingress and egress over and across the Orchard Lane Parcel to the City's Adjacent Parcel and the CJM Parcel for the purposes stated below. The foregoing easement shall be subject to the following:

(i) Maintenance, Repair and Operation. The City, at its sole cost and expense, shall continue to be responsible for maintaining, repairing, replacing and operating the public roadway known as Orchard Lane (including the Orchard Lane Parcel) and the Infrastructure located within the Orchard Lane Parcel to provide vehicular and pedestrian access to the City's Adjacent Parcel and the CJM Parcel until such time as Orchard Lane is vacated and no longer used as a public right-of-way and CJM shall have no obligation or liability for providing such maintenance and repairs; and

(ii) Indemnification. The City shall indemnify and hold CJM harmless for all claims, damages or liability whatsoever resulting from or arising out of the maintenance, repair, replacement, use of or failure to maintain, repair or replace the Infrastructure or the Orchard Lane Parcel until such time as Orchard Lane is vacated and no longer used as a public right-of-way.

(b) Easement to the City to Maintain and Operate Orchard Lane. The easement granted herein is for the purpose of allowing the City and its authorized agents to access Orchard Lane, to make inspections of and to operate, maintain, repair, replace or effectuate the maintenance, repair and operation of Orchard Lane and the Infrastructure located below Orchard Lane. The City, acting through its authorized agent, shall have a non-exclusive right to grant permits, licenses and easements upon, across, over, under and through the Orchard Lane Parcel for purposes necessary for the proper operation and maintenance of Orchard Lane.

(c) Third Party Easements Unaffected. The City's conveyance of the Orchard Lane Parcel is subject to all existing easements of third parties that have previously been recorded in the office of the Utah County Recorder, including but not limited to the easements in favor of Questar Gas and Rocky Mountain Power. Said easements and the use thereof shall be unaffected by the transfer of the property to CJM and the use of the property pursuant to those easements.

2. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

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

4. Attorneys' Fees. In the event of any action or proceeding to compel compliance with, or for a breach of, the terms and provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of such action or proceeding, including, but not limited to, the reasonable attorneys' fees of the prevailing party.

5. Amendments. This Agreement may be amended only by recording, in the office of the Recorder of Utah County, Utah, an instrument in writing reciting such revocation or amendment, bearing the acknowledged signatures of both parties hereto, or their successors and assigns.

6. Term. Unless otherwise provided in a recorded document subsequent to the date hereof, the foregoing easements, rights of way, covenants and restrictions shall terminate on the date that Orchard Lane is vacated and no longer used as a public right-of-way.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the below parties have caused this Agreement to be executed as of the day and year first above written.

**CJM LIMITED LIABILITY LIMITED PARTNERSHIP**, an Idaho limited partnership

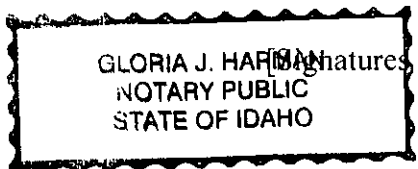
By: *Mark Ridley*  
Name: Mark Ridley  
Title: Authorized Representative

STATE OF ~~UTAH~~ Idaho )  
County of Twin Falls ) ss.

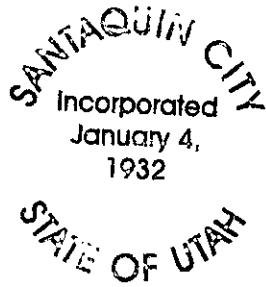
The foregoing instrument was acknowledged before me this 18 day of November, 2015, by Mark Ridley, the Authorized Representative of CJM LIMITED LIABILITY LIMITED PARTNERSHIP, an Idaho limited partnership, on behalf of such company.

My commission expires:  
6-16-18

*Gloria J. Harman*  
Notary Public



Signatures continue on following page]



CITY OF SANTAQUIN,  
a municipal corporation

By: *Kirk F. Hunsaker*  
Name: Kirk F. Hunsaker  
Title: Mayor

ATTEST:

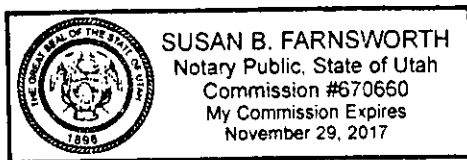
*Susan B. Farnsworth*  
Susan B. Farnsworth, City Recorder

STATE OF UTAH                     )  
  ) ss.  
County of Utah                     )

The foregoing instrument was acknowledged before me this 5 day of <sup>November</sup>~~October~~, 2015, by Kirk F. Hunsaker, the Mayor of CITY OF SANTAQUIN, a municipal corporation, on behalf of such corporation.

My commission expires:  
11/29/17

*Susan B. Farnsworth*  
Notary Public



**EXHIBIT A  
LEGAL DESCRIPTION OF THE ORCHARD LANE PARCEL**

A portion of that public road right-of-way known as Orchard Lane, which right-of-way is described in that certain Quitclaim deed recorded as Entry 9262 filed on December 17, 1923 at the office of the Utah County Recorder, which portion is situate in the SW1/4NE1/4 of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian, which portlon is described as follows:

Beginning at a point on the easterly right-of-way of said Orchard Lane, which point is South 00°30'42" East 2,180.65 feet along the quarter section line and North 89°29'18" East 501.71 feet from the North Quarter Corner of said Section 1; thence South 47°49'20" West 281.17 feet (South 47.31' West by record) along said right-of-way; thence North 42°10'40" West 80.00 feet to the westerly right-of-way of said Orchard Lane; thence North 47°49'20" East 347.94 feet (North 47°31' East by record) along said right-of-way to a point of non-tangent curvature on the southerly right-of-way of 100 North Street; thence easterly 4.54 feet following said right-of-way along the arc of a 330.00 foot radius curve to the left, through a central angle of 00°47'17", the chord of which bears North 88°10'22" East 4.54 feet to a point of non-tangency; thence South 00°10'03" West 104.26 feet to the point of beginning.

The above described parcel contains 25,401 square feet or 0.583 acre in area, more or less.

Basis of bearings: The line between the North Quarter Corner of Section 1, Township 10 south Range 1 East, Salt Lake Base and Meridian (Utah County GIS Monument No. 5101) and the South Quarter Corner of said section (Utah County GIS Monument No. 5293) bears South 00°30'42" East.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF CJM PARCEL**

A parcel of land for a public road right-of-way, which parcel is situate in the SW1/4NE1/4 of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian, which parcel is described as follows:

Beginning at a point on the north right-of-way of State Highway 6 (Santaquin Main Street), which point is South 00°30'42" East 2,561.97 feet along the quarter section line and North 89°29'18" East 497.19 feet from the North Quarter Corner of said Section 1; thence North 00°10'03" East 381.35 feet to the south right-of-way of Orchard Lane, which right-of-way is described in that certain Quitclaim deed recorded as Entry 9262 filed on December 17, 1923 at the office of the Utah County Recorder; thence North 47°49'20" East 83.89 feet (North 47°31' East by record) along said right-of-way; thence South 00°10'03" West 438.01 feet to the north right-of-way of said State Highway 6, which right-of-way is described in that certain Warranty Deed recorded as Entry 14233 filed on August 12, 1964 at the office of the Utah County Recorder; thence North 89°41'02" West 62.00 feet (WEST by record) along said right-of-way to the point of beginning.

The above described parcel contains 25,401 square feet or 0.583 acre in area, more or less.

Basis of bearings: The line between the North Quarter Corner of Section 1, Township 10 south Range 1 East, Salt Lake Base and Meridian (Utah County GIS Monument No. 5101) and the South Quarter Corner of said section (Utah County GIS Monument No. 5293) bears South 00°30'42" East.