

When recorded please return to:

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ENT 73068:2017 PG 1 of 7  
**Jeffery Smith**  
**Utah County Recorder**  
2017 Jul 28 04:39 PM FEE 23.00 BY BA  
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## TEMPORARY ACCESS EASEMENT AGREEMENT

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This **TEMPORARY ACCESS EASEMENT AGREEMENT** is made and entered into as of the 28 day of July, 2017, by and between **RRM VENTURES, LLC**, a Utah limited liability company ("Grantor"), and **LINCOLN SQUARE APARTMENTS, LLC**, a Utah limited liability company ("Grantee"). Grantor and Grantee are referred to collectively herein as the "Parties."

### RECITALS

A. Grantor is the owner of that certain real property located in Utah County, Utah, and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Grantor Property").

B. Grantee is the owner of that certain real property located in Utah County, as more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Grantee Property").

C. The Grantee wishes to obtain access to the Grantee Property over and across the Grantor Property for access along the northern boundary of the Grantee Property for purposes of construction and access until the 400 North right of way improvements are completed and dedicated to the city of Vineyard.

D. Grantor desires to grant to Grantee a temporary access easement across the Grantor Property as described herein pursuant to the terms below.

### TERMS OF AGREEMENT

Therefore, for ten (10) dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a temporary easement over and across the Grantor Property (the "Easement").

2. Purpose of Easement. The purpose of the Easement is and the Easement may be used to allow Grantee and Grantee's representatives, employees, tenants, subtenants, successors, assigns, lenders, independent contractors, agents, invitees, guests, customers, etc. to have and to exercise rights of ingress and egress across the Grantor Property access only for (i) the purpose of the

construction of the improvements on the Grantee Property, (ii) for pedestrian and vehicular access to and from the Grantee Property, including access between the Grantee Property and any dedicated public street(s) contiguous to the Grantor Property, and (iii) any purposes related thereto. The rights granted to Grantee herein shall also extend to any and all tenants and/or subtenants of the Grantee or the Grantee's successors and/or assigns.

3. Covenants of Grantor. Grantor irrevocably covenants to allow the continued use of the Easement hereby granted and agrees not to take any actions which would reduce or curtail the effectiveness of the use of the Grantor Property for the purposes of the Easement described above or that would interfere with Grantee's use of, and access to the Grantee Property as set forth herein. Grantor warrants that: (a) Grantor will allow access across the Easement at all times, and (b) that Grantor will not obstruct or block the use of the Easement at any time in any way. Grantor has the obligation to make the improvements "collectively, the "Road Improvements") to complete the 400 North roadway on Grantor's Property in a manner consistent with Vineyard City requirements in order for the Grantee to obtain a certificate of occupancy for its development on the Grantee Property, pursuant to a separate Road Development Agreement. In the event that Grantor shall fail to cause the Road Improvements to be completed by the date set forth in the Road Development Agreement, Grantee, or its successor in interest, shall have the right, but not the duty, to construct the Road Improvements. In such event, costs and expenses incurred in the construction of the Road Improvements shall be paid by the party required to pay same as set forth in the Road Development Agreement.

4. Term. The Easement shall only exist until (i) the remaining improvements to the existing 400 North private roadway owned by the Grantor are completed, and (ii) all of 400 North becomes a public right of way dedicated to, and accepted by, the city of Vineyard. At such time this Easement shall automatically expire. The Easement granted pursuant to this Agreement and the covenants of Grantor and all other terms hereof shall remain in full force and effect and shall not be amended or modified or terminated in any way. The Grantor Property or any portion thereof may only be dedicated as a public road as long as the public road will at all times provide Grantee with all of the access and other rights granted under this Agreement.

5. Condemnation. If all or any part of the Grantor Property is condemned or sought to be condemned, Grantee shall be entitled, in its sole discretion, to do any one or more of the following: (a) to contest the condemnation; (b) to receive compensation from the condemnor for the value of Grantee's interest in the Grantor Property and for the reduced value of Grantee's interest in the Grantee Property not acquired which results from the acquisition or condemnation or threatened condemnation; and/or (c) to recover from the condemnor to the maximum extent otherwise allowable by law. "Condemned" and "condemnation" for purposes of this Agreement shall include any transfer of possession, title or right relating to the Grantor Property, or any portion thereof, in favor of or for the benefit of any entity exercising the power of eminent domain, including, but not limited to, sale or lease. No right of termination set forth anywhere in this Agreement may be exercised by or for the benefit of any entity having the power of eminent domain.

6. Successors and Grantee Real Property. This Agreement, including but not limited to the covenants of Grantor set forth above, shall constitute a covenant running with the land referred to herein as the Grantor Property, and shall be binding upon Grantor and its successors and assigns, and

the provisions hereof shall be specifically enforceable against Grantor and Grantor's successors and assigns. Without limiting the foregoing, the provisions of this Agreement and the easement herein granted shall inure to the benefit of the successors and assigns of Grantee and Grantee shall have all remedies available at law or in equity to enforce this Agreement, including suits for damages and/or specific performance. In the event Grantee seeks an injunction based upon Grantor's breach, it is specifically agreed that no bond shall be required.

7. Miscellaneous. This Agreement is to be governed by and interpreted under the laws of the State of Utah. If any of the provisions of this Agreement are deemed to be not enforceable, in whole or in part, the remaining provisions shall be enforceable notwithstanding the invalidity of any other provision. Any provision not enforceable in part shall be enforceable to the extent valid and enforceable. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[signatures on following page]

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Agreement on the dates set forth below, to be effective as of the date first set forth above.

GRANTOR:

**RRM VENTURES, LLC**, a Utah limited liability company

By: Ralph R. Moffat  
Name: RALPH R. MOFFAT  
Title: MANAGER

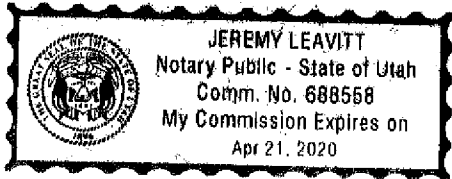
GRANTEE:

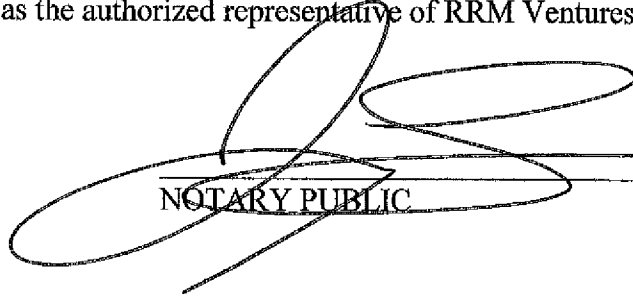
**LINCOLN SQUARE APARTMENTS, LLC**, a Utah limited liability company

By: Ralph R. Moffat  
Name: RALPH R. MOFFAT  
Title: MANAGER

STATE OF UTAH )  
 : SS.  
COUNTY OF Salt Lake )

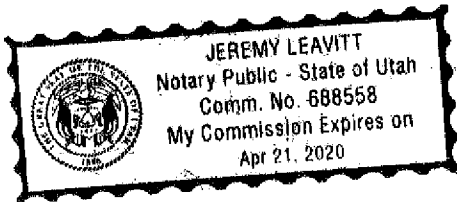
The foregoing instrument was acknowledged before me this 28 day of July, 2017, by Ralph Moffatt, as the authorized representative of RRM Ventures, LLC.

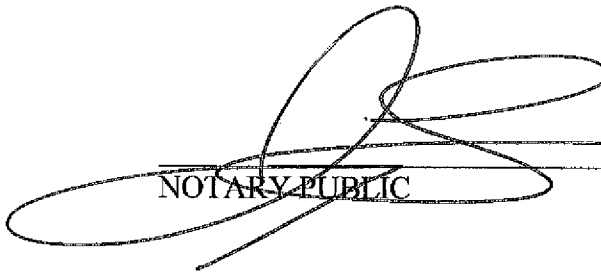


  
NOTARY PUBLIC

STATE OF UTAH )  
 : SS.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 28 day of July, 2017, by Ralph Moffatt, as the authorized representative of Lincoln Square Apartments, LLC.



  
NOTARY PUBLIC

**EXHIBIT A**

Description of the Grantor Property

Lot 1, Geneva Park East - Phase Two, according to the plat thereof as recorded in the office of the Utah County Recorder.

Less and excepting the following:

A portion of Lot 1, Geneva Park East - Phase Two, according to the official plat thereof as recorded in the office of the Utah County Recorder more particularly described as follows:

A PARCEL OF LAND LOCATED IN NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 17; THENCE S.00°03'06"E. ALONG THE SECTION LINE A DISTANCE OF 52.83 FEET; THENCE WEST A DISTANCE OF 1451.14 FEET TO THE REAL POINT OF BEGINNING; THENCE S.00°33'46"E. A DISTANCE OF 0.78 FEET; THENCE N.89°26'06"E. A DISTANCE OF 12.01 FEET TO A POINT OF CURVATURE OF A 15.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.56 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 89°59'49" AND A CHORD THAT BEARS S.45°33'52"E. A DISTANCE OF 21.21 FEET; THENCE S.00°33'57"E. A DISTANCE OF 159.05 FEET TO A POINT OF CURVATURE OF A 799.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 466.87 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 33°28'43" AND A CHORD THAT BEARS S.17°18'19"E. A DISTANCE OF 460.25 FEET; THENCE S.34°02'40"E. A DISTANCE OF 37.41 FEET; THENCE WEST A DISTANCE OF 1020.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD; THENCE N.30°04'07"W. A DISTANCE OF 731.57 FEET ALONG SAID RIGHT OF WAY; THENCE N.89°26'03"E. A DISTANCE OF 194.54 FEET TO A POINT OF CURVATURE OF A 48.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 58.01 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 69°14'39" AND A CHORD THAT BEARS N.89°26'03"E. A DISTANCE OF 54.54 FEET; THENCE N.89°26'03"E. A DISTANCE OF 951.14 FEET TO THE POINT OF BEGINNING.

Tax ID No. 40:470:0005

**EXHIBIT B****Legal Description of Grantee Property****Parcel 1:**

A portion of Lot 1, Geneva Park East - Phase Two, according to the official plat thereof as recorded in the Office of the Utah County Recorder, more particularly described as follows:

A parcel of land located in Northwest Quarter of the Northeast Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; said property being more particularly described as follows:

Commencing at a point located South 00°02'55" East along the section line 52.75 feet and West 1451.14 feet from the Northeast Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along the easterly boundary of Lot 1, Geneva Park East-Phase Two Subdivision the following three (3) calls: South 00°33'35" East 0.78 feet, North 89°26'17" East 12.01 feet, along an arc of a 15.00 foot radius tangent curve to the right 23.56 feet (chord bears South 45°33'41" East 21.21 feet) to the westerly right-of-way of Mill Road and easterly boundary of Lot 1, Geneva Park East-Phase Two Subdivision; thence along the westerly right-of-way of Mill Road and the easterly boundary of Lot 1, Geneva Park East-Phase Two Subdivision the following three (3) calls: South 00°33'46" East 159.05 feet, along an arc of a 799.00 foot radius tangent curve to the left 466.86 feet (chord bears South 17°18'08" East 460.25 feet), South 34°02'40" East a distance of 37.41 feet to the Southeast Corner of Lot 1; thence North 89°59'49" West along the property line between Lot 1 and Lot 2 1020.20 feet to a point on the easterly right of way of the Union Pacific Railroad and westerly boundary line of Lot 1, Geneva Park East-Phase Two Subdivision; thence North 30°03'56" West along said right of way and westerly boundary line 731.57 feet; thence North 89°26'14" East 194.54 feet; thence along an arc of a 48.00 foot radius non-tangent curve to the left 58.01 feet (chord bears North 89°26'03" East a distance of 54.54 feet); thence North 89°26'03" East a distance of 951.13 feet to the point of beginning.

The following is shown for information purposes only: Tax ID No. 40-470-0004

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