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ENT 120109:2018 PG 1 of 4
Jeffery Smith
Utah County Recorder
2018 Dec 20 02:07 PM FEE 16.00 BY BA
RECORDED FOR Bartlett Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED

WHEN RECORDED, MAIL TO:

Utah Real Estate Ventures, LLC
12896 S. Pony Express Road, Suite 400
Draper, Utah 84020

(Tax ID No. Portion of 59:034:0007.)

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

For good and valuable consideration, the sufficiency and receipt of which is acknowledged, **Steven and Leon~~g~~ Smith**, individuals (collectively, "**Grantor**"), as owner of the parcel of real property located in Utah County, Utah, described more particularly on **Exhibit A** ("**Property**") does hereby grant unto **Utah Real Estate Ventures, LLC**, a Utah limited liability company ("**Grantee**"), a temporary easement and right of use ("**Easement**") over the Property for those purposes set forth below. The Easement is granted subject to the following terms and conditions:

A. Scope of Easement. Grantee shall have the temporary, non-exclusive use of the Property for the purposes of accessing the Property and constructing, installing, or improving certain infrastructure, utilities, and facilities necessary for or associated with the residential development of the Property and / or adjoining parcels of land, with such infrastructure, utilities, and facilities including, but being not limited to, roads, streets, sidewalks, lighting, traffic signs and signals, transmission lines, pipes, cable, conduit, culvert, boxes, meters, etc. (collectively, "**Improvements**"). Without limitation, Easement allows Grantee the right to do the following with respect to the Property: to construct the Improvements; to operate and store equipment; to grade the Property as necessary to facilitate development of the Property and / or adjoining parcels of land; to stockpile or store construction materials and supplies; to landscape; and to perform other work reasonably necessary to construct the Improvements.

B. No Interference. Grantor may not, without Grantee's express written permission, construct or install, or allow to be constructed or installed, any building, structure, fence, landscaping, or improvement of any sort on or in the Property which would impede, obstruct, or interfere with access to the Property by Grantee or Grantee's agents. Grantor shall be liable to Grantee for any violation of the foregoing terms.

C. Assignment. Grantee may assign the Easement granted herein without the requirement of Grantor's consent upon recordation of a notice of assignment in the real property records of Utah County. Except as provided for below, the terms of this document and the Easement set forth herein may not be terminated, modified or amended without the written consent of Grantor and Grantee, and any such termination, modification or amendment will only be effective on recordation of an instrument containing such written consent in the real property records of Utah County.

EXHIBIT A

(Legal Description of the Property)

TEMPORARY TURNAROUND EASEMENT "A" (WILLOW TREE ROAD)

A portion of the Southeast Quarter of Section 2, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point located N0°51'28"E along the Quarter Section Line 543.23 feet and East 53.26 feet from the South 1/4 Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base & Meridian; thence North 112.94 feet; thence East 120.00 feet; thence South 114.74 feet; thence N89°08'32"W 120.01 feet to the point of beginning.

Contains: ±0.31 Acres
13,660 SQ. FT.

