

WHEN RECORDED, RETURN TO:
The Church of Jesus Christ of Latter-day Saints
Attn: Real Estate Services Division (PN 501-2702)
50 E. North Temple, 12th Floor
Salt Lake City, Utah 84150

ENT 139866:2019 PG 1 of 6
Jeffery Smith
Utah County Recorder
2019 Dec 31 02:15 PM FEE 40.00 BY IP
RECORDED FOR Old Republic Title (Orem)
ELECTRONICALLY RECORDED

Tax Parcel ID No. 58:001:0013

1939808FA

(Above Space for Recorder's Use Only)

TEMPORARY ACCESS EASEMENT AGREEMENT

[PN 501-2702]

This TEMPORARY ACCESS EASEMENT AGREEMENT (the "**Agreement**") is entered into this 31 day of December 2019 (the "**Effective Date**"), by and between GENEVA ROCK PRODUCTS, INC., a Utah corporation ("**Grantor**"), and THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("**Grantee**"). Grantor and Grantee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. The Parties have entered into that certain Purchase Agreement dated October 9, 2019 (the "**Purchase Agreement**"), wherein Grantor has agreed to sell to Grantee, and Grantee has agreed to purchase from Grantor, certain real property located in the County of Utah, State of Utah, more commonly known as 3000 West Traverse Mountain Blvd., and more particularly described on Exhibit A ("**Grantee Property**"), attached hereto and incorporated herein by this reference.

B. Grantor is the owner of certain real property located adjacent and to the west of the Grantee Property ("**Grantor Property**").

C. Grantor desires to grant to Grantee, and Grantee desires to obtain from Grantor, a temporary, non-exclusive access easement ("**Easement**") on, over, and across a portion of the Grantor Property, which shall thereafter become a publicly-dedicated road and which is more particularly depicted on Exhibit B (the "**Easement Area**"), attached hereto and incorporated herein by this reference.

D. The Parties desire to provide access via the Easement, on, over, and across the Grantor Property for the benefit of the Grantee Property until the Easement Area is dedicated as a public road, and Grantor is willing to grant the Easement, subject to the following terms and conditions.

TERMS AND CONDITIONS

NOW THEREFORE, for and in consideration of the above recitals, the covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, for the benefit of the Grantee Property, the Easement, on, over, and across the Easement Area for the purpose of vehicular and pedestrian ingress and egress to and from the Grantee Property.

2. Access. Grantee and its successors and assigns, guests, employees, agents, contractors, and subcontracts (“**Grantee’s Agents**”) shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement.

3. Term. This Agreement and the Easement granted herein shall automatically terminate upon the full dedication of the Easement Area as a public roadway or right-of-way.

4. Reservation. Grantor reserves the right to use the Easement Area for any use not inconsistent with Grantee’s permitted use of the Easement Area and the rights granted herein.

5. Condition of the Property. Grantee hereby accepts the Easement Area in its “AS IS,” “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS,” including, but not limited to, both latent and patent defects.

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

[Signatures and Acknowledgements Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

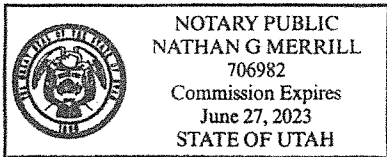
GRANTOR: GENEVA ROCK PRODUCTS, INC.
a Utah corporation

By: Jay H. Ritchie
Name: Jay H. Ritchie
Its: Executive Vice President

STATE OF UTAH)
 :SS
COUNTY OF Davis)

On this 30 day of December, 2019, personally appeared before me Jay H. Ritchie, personally known to me to be the Executive Vice President of GENEVA ROCK PRODUCTS, INC., a Utah corporation, who acknowledged before me that he signed the foregoing instrument as Executive Vice President for GENEVA ROCK PRODUCTS, INC., a Utah corporation, and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.



[Signature]
Notary Public for the State of Utah

[Signature and Acknowledgement Follow]

GRANTEE: THE CHURCH OF JESUS CHRIST
OF LATTER-DAY SAINTS,
a Utah corporation sole

By: *Craig E. Weidner* *[Signature]*
Name: CRAIG E. WEIDNER
Its: Authorized Agent

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On this 30 day of December, 2019, personally appeared before me CRAIG E. WEIDNER, personally known to me to be the Authorized Agent of THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

[Signature]

Notary Public for the State of Utah

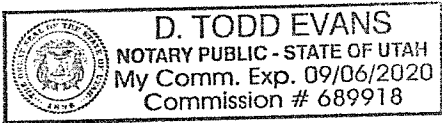


EXHIBIT A

(Legal Description of the Grantee Property)

Being the following land situate in the Sections 24 and 25, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah, more particularly described as follows:

Beginning at a point on the North Line of Traverse Mountain Boulevard, which point lies South $89^{\circ}45'57''$ East 55.96 feet along the Section Line and South 9.88 feet from the North 1/4 Corner of Section 25, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence Northwesterly 11.51 feet along the arc of a 144.00 foot radius non-tangent curve to the left through a central angle of $4^{\circ}34'48''$, the chord bears North $9^{\circ}30'55''$ West 11.51 feet; thence North $11^{\circ}48'19''$ West 313.08 feet; thence Northwesterly 89.81 feet along the arc of a 456.00 foot radius curve to the right through a central angle of $11^{\circ}17'03''$, the chord bears North $6^{\circ}09'48''$ West 89.66 feet; thence North $0^{\circ}31'16''$ West 43.37 feet; thence East 367.65 feet; thence South $0^{\circ}05'33''$ East 461.08 feet to the North Line of Traverse Mountain Boulevard; thence along said street the following two (2) courses to wit: (1) Northwesterly 105.94 feet along the arc of a 520.00 foot radius non-tangent curve to the left through a central angle of $11^{\circ}40'21''$, the chord bears North $84^{\circ}09'49''$ West 105.75 feet, (2) West 187.22 feet to the point of beginning.

LESS AND EXCEPT therefrom that portion (identified as Tax ID No. 58-002-0190) conveyed to Utah County, a body politic, by that certain Warranty Deed, recorded April 20, 2018 as Entry No. 36579:2018 of Official Records of the Utah County Recorder, more particularly described as follows:

A parcel of land in fee, being part of an entire tract of property, situate in the Northwest Quarter of the Northeast Quarter of Section 25, Township 4 South, Range 1 West, Salt Lake Base and Meridian, in Utah County, Utah, for the Historic Rail Trail, known as Project Number F-LC49(132):
Beginning at a point on the North boundary of said entire tract, which point is 38.80 feet South $89^{\circ}45'46''$ East along the section line from the North Quarter Corner of said Section 25, which point is also 87.31 feet perpendicularly distant Easterly from the control line of said project, opposite approximate Engineer Station 154+40.22; thence South $89^{\circ}45'46''$ East 24.31 feet (South $89^{\circ}45'05''$ East by Deed) along said boundary and the section line; thence South $65^{\circ}28'31''$ East 24.32 feet to a point on the South boundary of said entire tract, which point is also on the existing North right-of-way of Traverse Mountain Boulevard; thence West 23.18 feet along said boundary to a point of non-tangent curvature; thence Westerly 8.46 feet along the arc of a 95.00 foot radius curve to the right, through a central angle of $05^{\circ}06'10''$. the chord of which bears North $68^{\circ}01'36''$ West 8.46 feet; thence North $65^{\circ}28'31''$ West 16.94 feet to the point of beginning as shown on the official map of said project on file in the Office of the Utah County Engineer.

EXHIBIT B

(Legal Description of the Easement Area)

Vista - Church Road Description

Beginning at a point on the North Line of Traverse Mountain Boulevard, which point lies South 89°45'57" East 55.96 feet along the Section Line and South 9.88 feet from the North 1/4 Corner of Section 25, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence Northwesterly 11.51 feet along the arc of a 144.00 foot radius non-tangent curve to the left through a central angle of 4°34'48", the chord bears North 9°30'55" West 11.51 feet; thence North 11°48'19" West 313.08 feet; thence Northwesterly 89.81 feet along the arc of a 456.00 foot radius curve to the right through a central angle of 11°17'03", the chord bears North 6°09'48" West 89.66 feet; thence North 0°31'16" West 43.37 feet; thence West 88.00 feet; thence South 0°31'16" East 44.17 feet; thence Southeasterly 107.14 feet along the arc of a 544.00 foot radius curve to the left through a central angle of 11°17'03", the chord bears South 6°09'48" East 106.97 feet; thence South 11°48'19" East 306.28 feet to the North Line of Traverse Mountain Boulevard; thence East 89.43 feet along said street to the point of beginning.
Containing 0.92 acres.