

WHEN RECORDED, RETURN TO:
Saratoga 262 Partners LLC
10771 S. Rippling Bay
South Jordan, Utah 84009

ENT 193810:2021 PG 1 of 8
Andrea Allen
Utah County Recorder
2021 Nov 17 04:03 PM FEE 40.00 BY JG
RECORDED FOR York Howell & Guymon
ELECTRONICALLY RECORDED

Tax Parcel ID Nos.: 58:041:0244, 58:041:0238, 58:041:0243

TEMPORARY ACCESS EASEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SARATOGA 262 PARTNERS LLC, a Utah limited liability company (“**Saratoga**”) hereby grants to ALMA E. AND ETHEL B. RUSHTON FAMILY COMPANY, LLC, a Utah limited liability company, also known as ALMA E. AND ETHEL B. RUSHTON FAMILY PARTNERSHIP (“**Rushton**”), a temporary access easement on the terms set forth herein (“**Easement**”).

1. Saratoga Property. Saratoga owns certain undeveloped real property located in Saratoga Springs, Utah, and known as Utah County Parcel Nos. 58:041:0244, 58:041:0238, and 58:041:0243 (collectively, “**Saratoga Property**”).

2. Rushton Property. Rushton owns certain undeveloped real property located in unincorporated Utah County, Utah, adjacent to the Saratoga Property, and known as Utah County Parcel No. 58:041:0021 (“**Rushton Property**”).

3. Grant of Easement. Saratoga grants to Rushton, for the benefit of the Rushton Property, a temporary easement over a portion of the Saratoga Property described on **EXHIBIT A** attached hereto (“**Easement Area**”), subject to the terms, conditions, and limitations of this instrument.

4. Easement Purposes. Rushton shall have the right to use the Easement Area for ingress and egress to the Rushton Property (“**Easement Purposes**”). However, Saratoga retains the right to design, construct, maintain, repair, and replace utility lines, equipment, facilities, and infrastructure, together with pavement, curb, gutter, sidewalk, lighting, and other right of way improvements, on, in, under, and over the Easement Area so long as doing so does not impede Rushton’s ingress and egress.

5. Rushton’s Obligations. Rushton shall keep the Easement Area free from all liens and encumbrances of any sort which would interfere with Saratoga’s use thereof. If, in the course of exercising rights under this Easement, Rushton causes damage to the Saratoga Property or to Saratoga’s personal property, then Rushton shall immediately, at Rushton’s sole expense, repair such damage.

6. Limitations on Saratoga’s Use. Unless Rushton provides written consent, Saratoga shall not construct any building, structure, fence, equipment, or other improvement on or in the Easement Area which prevents Rushton’s use of the Easement Area for the purposes identified herein. Nothing in this paragraph shall be deemed to prevent Saratoga from constructing,

maintaining, repairing, or replacing utility infrastructure over the Easement Area as provided in this instrument.

7. Automatic Termination. The easement rights granted herein will automatically terminate and cease to be of any effect without any further action on the part of the parties when dedicated public right of way access is available to the Rushton Property across the Saratoga Property. Notwithstanding the automatic nature of the termination of such easement rights, Rushton agrees to provide any reasonable documentation evidencing such release which may be requested by Saratoga when the conditions for termination of the easement rights have been satisfied.

8. Successors. The rights, obligations, and privileges granted herein shall inure to the benefit of, and be binding upon, the parties' successors-in-interest or assigns.

9. Miscellaneous. By accessing the Easement Area or exercising rights hereunder, Rushton will be deemed to have consented to the terms of this Easement. This instrument constitutes the entire agreement of the parties with respect to the cross-access easement granted herein, and supersedes any other agreements or understandings, written or verbal. This instrument may not be modified, extended, or amended without the written consent of Saratoga and Rushton. This instrument, and the enforcement hereof, shall be governed in accordance with the laws of the State of Utah. In any action to interpret or enforce this instrument, the prevailing party will be entitled to an award of costs and fees, including reasonable attorney fees.

[End of Instrument. Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date(s) set forth below, to be effective on the recording date hereof.

SARATOGA:

SARATOGA 262 PARTNERS LLC,
a Utah limited liability company

By: *Larry Myler*
Name: *Larry Myler*
Its: *Manager*
Date: *11-17-21*

STATE OF UTAH)
): ss.
COUNTY OF *Salt Lake*)

The foregoing instrument was acknowledged before me this *17* day of *NOVEMBER*, 2021, by *Larry Myler*, in his/her capacity as *Manager* of Saratoga 262 Partners LLC.

SEAL:

Ashley Tedesco
Notary Public

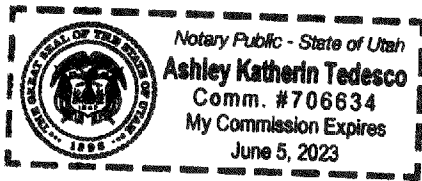


EXHIBIT A**(Legal Description of Easement Area)**PARCEL 1

A PORTION OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°50'07"E ALONG THE QUARTER SECTION LINE 2023.79 FEET AND SOUTH 1012.82 FEET FROM THE WEST 1/4 CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE N68°07'36"E 21.63 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 41.99 FEET WITH A RADIUS OF 110.00 FEET THROUGH A CENTRAL ANGLE OF 21°52'24", CHORD: N79°03'48"E 41.74 FEET; THENCE EAST 557.24 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 114.18 FEET WITH A RADIUS OF 2230.50 FEET THROUGH A CENTRAL ANGLE OF 02°55'59", CHORD: N01°49'34"W 114.17 FEET; THENCE N00°21'34"W 450.61 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 67.80 FEET WITH A RADIUS OF 140.00 FEET THROUGH A CENTRAL ANGLE OF 27°44'46", CHORD: N14°13'57"W 67.14 FEET; THENCE N28°06'20"W 166.10 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 82.89 FEET WITH A RADIUS OF 239.50 FEET THROUGH A CENTRAL ANGLE OF 19°49'46", CHORD: N18°11'27"W 82.48 FEET; THENCE S89°45'56"E 278.82 FEET; THENCE S00°23'17"E 20.00 FEET; THENCE N89°45'56"W 254.56 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 52.52 FEET WITH A RADIUS OF 219.50 FEET THROUGH A CENTRAL ANGLE OF 13°42'33", CHORD: S21°15'03"E 52.39 FEET; THENCE S28°06'20"E 166.10 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 77.48 FEET WITH A RADIUS OF 160.00 FEET THROUGH A CENTRAL ANGLE OF 27°44'46", CHORD: S14°13'57"E 76.73 FEET; THENCE S00°21'34"E 450.61 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 134.35 FEET WITH A RADIUS OF 2210.50 FEET THROUGH A CENTRAL ANGLE OF 03°28'56", CHORD: S02°06'02"E 134.33 FEET; THENCE WEST 578.53 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 34.36 FEET WITH A RADIUS OF 90.00 FEET THROUGH A CENTRAL ANGLE OF 21°52'24", CHORD: S79°03'48"W 34.15 FEET; THENCE S68°07'36"W 20.86 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 20.01 FEET WITH A RADIUS OF 3000.00 FEET THROUGH A CENTRAL ANGLE OF 00°22'56", CHORD: N24°04'09"W 20.01 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.82 ACRES
±35,512 SQ. FT.

PARCEL 2

An easement for Ingress and Egress running over, through, and under the following described property being a part of the Southwest Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point which is 1638.26 feet South $0^{\circ}29'13''$ West along the section line from the West Quarter Corner of said Section; running thence South $89^{\circ}30'55''$ East 224.92 feet to a point of curvature; thence northeasterly along the arc of a 170.50 foot radius curve to the left a distance of 97.56 feet (central angle equals $32^{\circ}47'05''$ and long chord bears North $74^{\circ}05'33''$ East 96.24 feet); thence North $57^{\circ}42'00''$ East 584.49 feet to a point of curvature; thence northeasterly along the arc of a 279.50 foot radius curve to the right a distance of 157.57 feet (central angle equals $32^{\circ}18'00''$ and long chord bears North $73^{\circ}51'00''$ East 155.49 feet); thence EAST 404.69 feet to a point of curvature; thence northeasterly along the arc of a 120.00 foot radius curve to the left a distance of 45.81 feet (central angle equals $21^{\circ}52'24''$ and long chord bears North $79^{\circ}03'48''$ East 45.53 feet); thence North $68^{\circ}07'36''$ East 242.53 feet to a non-tangent point on a curve; thence northwesterly along the arc of a 3425.00 foot radius curve to the right a distance of 10.00 feet (central angle equals $0^{\circ}10'02''$ and long chord bears North $23^{\circ}13'09''$ West 10.00 feet, bearing to center equals North $66^{\circ}41'50''$ East); thence North $68^{\circ}07'36''$ East 425.12 feet to a non-tangent point on a curve; thence southeasterly along the arc of a 3000.00 foot radius curve to the left a distance of 79.06 feet (central angle equals $1^{\circ}30'36''$ and long chord bears South $24^{\circ}04'09''$ East 79.06 feet, bearing to center equals North $66^{\circ}41'09''$ East); thence South $68^{\circ}07'36''$ West 425.49 feet to a non-tangent point on said 3425.00 foot radius curve; thence northwesterly along the arc of said 3425.00 foot radius curve a distance of 10.01 feet (central angle equals $0^{\circ}10'03''$ and long chord bears North $24^{\circ}22'27''$ West 10.01 feet); thence South $68^{\circ}07'36''$ West 244.51 feet to a point of curvature; thence southwesterly along the arc of a 179.00 foot radius curve to the right a distance of 68.34 feet (central angle equals $21^{\circ}52'24''$ and long chord bears South $79^{\circ}03'48''$ West 67.92 feet); thence WEST 404.69 feet to a point of curvature; thence southwesterly along the arc of a 220.50 foot radius curve to the left a distance of 124.31 feet (central angle equals $32^{\circ}18'00''$ and long chord bears South $73^{\circ}51'00''$ West 122.67 feet); thence South $57^{\circ}42'00''$ West 584.49 feet to a point of curvature; thence southwesterly along the arc of a 229.50 foot radius curve to the left a distance of 131.32 feet (central angle equals $32^{\circ}47'05''$ and long chord bears South $74^{\circ}05'33''$ West 129.54 feet); thence North $89^{\circ}30'55''$ West 224.92 feet to said section line; thence North $0^{\circ}29'13''$ East 59.00 feet along said section line to the point of beginning.

Contains: 138,026 sq.ft. or 3.169 acres

PARCEL 3

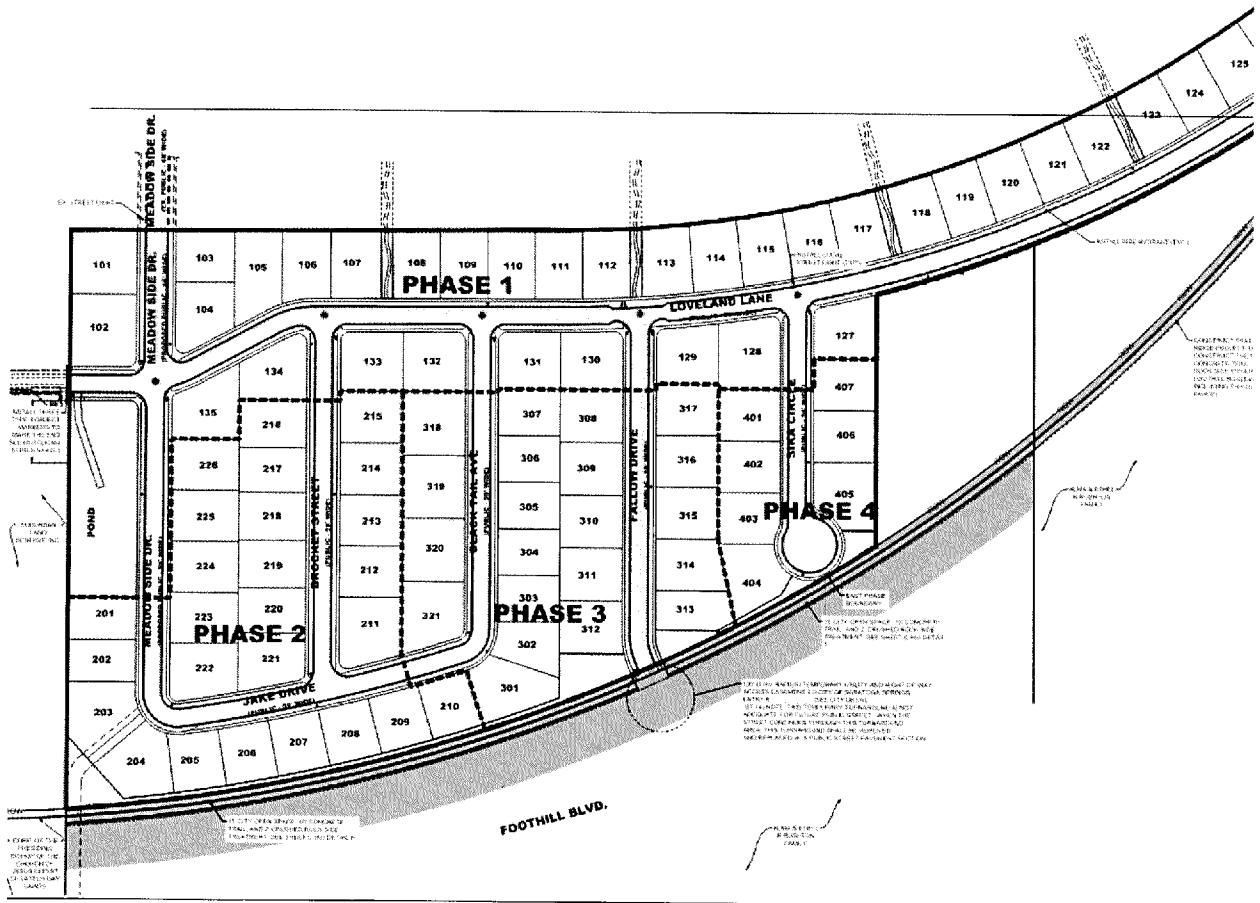
An easement for Ingress and Egress running over, through, and under the following described property being a part of the Southwest Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey, more particularly described as follows:

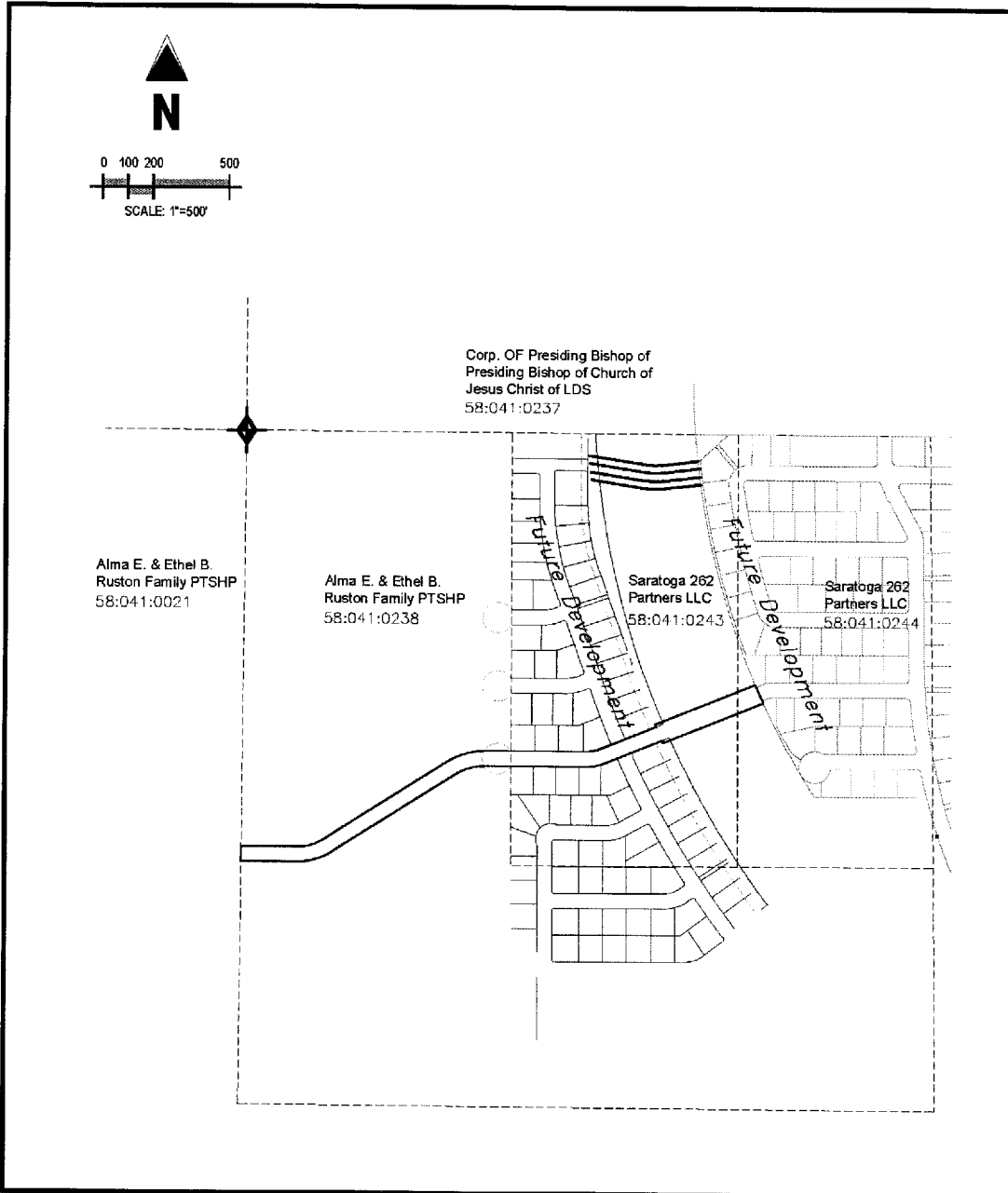
Beginning at a point which is 1638.26 feet South $0^{\circ}29'13''$ West along the section line from the West Quarter Corner of said Section; running thence South $89^{\circ}30'55''$ East 224.92 feet to a point of curvature; thence northeasterly along the arc of a 170.50 foot radius curve to the left a distance of 97.56 feet (central angle equals $32^{\circ}47'05''$ and long chord bears North $74^{\circ}05'33''$ East 96.24 feet); thence North $57^{\circ}42'00''$ East 584.49 feet to a point of curvature; thence northeasterly along the arc of a 279.50 foot radius curve to the right a distance of 157.57 feet (central angle equals $32^{\circ}18'00''$ and long chord bears North $73^{\circ}51'00''$ East 155.49 feet); thence EAST 404.69 feet to a point of curvature; thence northeasterly along the arc of a 120.00 foot radius curve to the left a distance of 45.81 feet (central angle equals $21^{\circ}52'24''$ and long chord bears North $79^{\circ}03'48''$

East 45.53 feet); thence North $68^{\circ}07'36''$ East 242.53 feet to a non-tangent point on a curve; thence northwesterly along the arc of a 3425.00 foot radius curve to the right a distance of 10.00 feet (central angle equals $0^{\circ}10'02''$ and long chord bears North $23^{\circ}13'09''$ West 10.00 feet, bearing to center equals North $66^{\circ}41'50''$ East); thence North $68^{\circ}07'36''$ East 425.12 feet to a non-tangent point on a curve; thence southeasterly along the arc of a 3000.00 foot radius curve to the left a distance of 79.06 feet (central angle equals $1^{\circ}30'36''$ and long chord bears South $24^{\circ}04'09''$ East 79.06 feet, bearing to center equals North $66^{\circ}41'09''$ East); thence South $68^{\circ}07'36''$ West 425.49 feet to a non-tangent point on said 3425.00 foot radius curve; thence northwesterly along the arc of said 3425.00 foot radius curve a distance of 10.01 feet (central angle equals $0^{\circ}10'03''$ and long chord bears North $24^{\circ}22'27''$ West 10.01 feet); thence South $68^{\circ}07'36''$ West 244.51 feet to a point of curvature; thence southwesterly along the arc of a 179.00 foot radius curve to the right a distance of 68.34 feet (central angle equals $21^{\circ}52'24''$ and long chord bears South $79^{\circ}03'48''$ West 67.92 feet); thence WEST 404.69 feet to a point of curvature; thence southwesterly along the arc of a 220.50 foot radius curve to the left a distance of 124.31 feet (central angle equals $32^{\circ}18'00''$ and long chord bears South $73^{\circ}51'00''$ West 122.67 feet); thence South $57^{\circ}42'00''$ West 584.49 feet to a point of curvature; thence southwesterly along the arc of a 229.50 foot radius curve to the left a distance of 131.32 feet (central angle equals $32^{\circ}47'05''$ and long chord bears South $74^{\circ}05'33''$ West 129.54 feet); thence North $89^{\circ}30'55''$ West 224.92 feet to said section line; thence North $0^{\circ}29'13''$ East 59.00 feet along said section line to the point of beginning.

Contains: 138,026 sq.ft. or 3.169 acres

DEPICTIONS OF EASEMENT AREA





Saratoga Springs
 Utah
 58:041:0243
 58:041:0238
 EXHIBIT A

Project No:	PGM0005
Drawn By:	JRA
Checked By:	JRA
Date:	11/12/2021

Galloway

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 Greenwood Village, CO 80111
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