

**When Recorded, Return To:**

Justin Baer  
Hirschi Steele & Baer  
136 E. South Temple, Suite 1400  
Salt Lake City, UT 84111

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is executed by and among CAMEO PARK ("Grantor"); and CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("Grantee").

A. Grantor is the owner of real property located in Washington County, Utah, and more particularly described on Exhibit A attached hereto and made a part hereof ("Grantor Property").

B. Grantee is the owner of real property located in Washington County, Utah, and more particularly described on Exhibit B attached hereto and made a part hereof ("Grantee Property").

C. Grantor's and Grantee's predecessors-in-interest executed various documents purporting to create an easement over the Grantor Property for the benefit of the Grantee Property, including the following, recorded in the Washington County Recorder's Office: Entry No. 00525707, recorded March 7, 1996 (Notice of Interest); Entry No. 00526009, recorded March 11, 1996 (Quit-Claim Deed).

D. Grantee, and Grantee's predecessor-in-interest, assert an existing right to an easement over the Grantor Property, but Grantor has disputed the validity of the documents creating the easement. The purpose of this Agreement is to resolve the dispute and provide for an easement over the Grantor Property for the benefit of the Grantee Property, all as more particularly described herein.

FOR GOOD AND VALUABLE CONSIDERATION, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor conveys to Grantee a perpetual easement (the "Easement") for pedestrian and vehicular ingress and egress across that portion of the Grantor Property more particularly described in Exhibit C attached hereto and made a part hereof (the "Easement Property").

2. Use of Easement Property. The Easement Property is currently used and operated as a private road for the residents of the Cameo Park Subdivision. In order to minimize the impact of the Easement on the residents of Cameo Park, the following will apply to the Grantee's use of the easement:

(a) The Easement Property is currently a paved private street, and is known as 300 South. The easement will be limited to the current width of the Easement Property, and

Grantor will not be required to widen, expand, or permanently modify in any way the Easement Property, provided however, Grantee, at its sole cost, will have the right to widen or permanently modify the easement should any governmental entity require the modification to permit Grantee to use the Easement Property as anticipated herein.

(b) If a meetinghouse is constructed by Grantee on the Grantee Property, Grantee will use the street known as 200 South as its primary construction access. However, construction traffic will be allowed over the Easement Property as Grantee determines necessary, in its sole discretion. To the extent the Easement Property is damaged as a direct result of the construction traffic, Grantee will cause the damage to be repaired. Grantee also agrees to make reasonable efforts to clean the Easement Property from debris left by construction vehicles.

(c) Grantor shall be allowed to place a gate or chain across the western boundary of the Easement Property. However, a key to the gate or chain will be given to Grantee, and Grantee shall be allowed to make copies of the key to distribute to its representatives or patrons who may be responsible for opening the gate or chain. If Grantee chooses to place its own gate on Grantee's Property, thereby controlling access onto Grantee's developed property, then any gate or chain placed by Grantor shall be removed. The following shall govern the use of the gate or chain:

(i) During construction, Grantee may open the gate or chain as needed, in the absolute discretion of Grantee;

(ii) After construction is completed, Grantee may leave the gate or chain open on Sundays; and

(iii) After construction is completed, Grantee may leave the gate or chain open as needed, in the absolute discretion of Grantee or its representatives, on weekdays, evenings or on Saturdays to accommodate meetings, activities, or other group functions held by Grantee.

(d) In the event Grantee sells a portion of the Grantee Property to an entity unrelated to The Church of Jesus Christ of Latter-day Saints for uses unrelated to a religious meetinghouse, Grantee's successors and assigns are authorized to use the Easement Property as follows:

(i) For construction access, under the same requirements as stated above in Section (b) and (c)(1), with the exception that 200 South may not be available for construction access, and the Easement Property may be used as the primary construction access; and

(ii) As ingress and egress for residential use for any residential units constructed on the Grantee Property, and a key to the gate or chain may be given to each resident of any residential unit.

(e) For the convenience of the parties, and at the discretion of Grantee and/or its successors or assigns, and at their sole expense, an electronic gate may be installed to allow more convenient access through the gate by Grantee and/or its successors or assigns. If Grantee

elects to install its own gate on the Grantee Property controlling access onto Grantee's use of the Grantee Property, then any gate or chain placed by Grantor shall be removed.

(f) Grantee will have no obligation to maintain the Easement Property, except for the maintenance obligations set forth in Section (b) above.

3. Dedication of the Easement Property as a Public Street. If the Easement Property is dedicated to, and accepted by, Ivins City as a public street such that Grantee has unrestricted access to the Grantee Property from the Easement Property, without charge to Grantee, the following shall occur:

(a) The chain or gate shall be removed;

(b) This Agreement, together with all conditions and restrictions contained herein, shall terminate, effective the date the Easement Property is formally dedicated and accepted as a public street.

4. Creation of a Public Street Other Than the Easement Property. In the event that an alternative publicly dedicated and accepted street provides access to the Grantee Property in a similar manner as the Easement Property, as determined by Grantee in its reasonable discretion, but in a different location of the Easement Property, and at no charge to Grantee, then the following may occur:

(a) Grantor may permanently lock the gate or chain along the Easement Property to prevent any further access to the Grantee Property from the Easement Property (assuming no part of the Easement Property is part of the newly dedicated and accepted public street).

(b) This Agreement, together with all conditions and restrictions contained herein, shall terminate, effective the date the alternate public street is completed, is dedicated and accepted as a public street, and connects the Grantee Property to said public street; and

(c) This provision shall not apply if an alternate private street is constructed that connects the Grantee Property to 400 South.

5. Successors and Assigns. The easement created herein, together with all rights, conditions, limitations, and obligations, shall run with the land, and shall be binding on and inure to the benefit of Grantor, Grantee, and their heirs, successors and assigns, and any person who shall hereafter acquire title to the Grantor Property or the Grantee Property. Grantor also reserves the right for the residents of the Cameo Park Subdivision, and their successors and assigns, to continue to use the Easement Property for ingress and egress, provided that Grantor's use of Easement Property does not interfere with the rights granted under this Agreement.

6. Counterparts; Recording. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument. This Agreement shall be recorded in the real property records of Washington, Utah.

reserves the right for the residents of the Cameo Park Subdivision, and their successors and assigns, to continue to use the Easement Property for ingress and egress, provided that Grantor's use of Easement Property does not interfere with the rights granted under this Agreement.

6. Counterparts; Recording. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument. This Agreement shall be recorded in the real property records of Washington, Utah.


7. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

8. Attorneys' Fees. In the event of a breach of this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs.

GRANTOR AND GRANTEE hereby execute this Agreement, as of this 11<sup>th</sup> day of September, 2013.

**GRANTOR:**

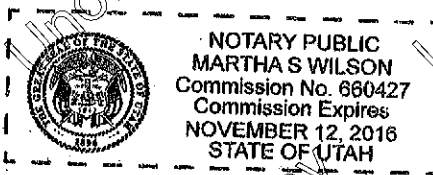
CAMEO PARK HOMEOWNERS' ASSOCIATION

By:   
Its: HOA President  
MAURICIO SARMIA

STATE OF Utah,  
COUNTY OF Washington ss.

The forgoing instrument was acknowledged before me this 11 day of September, 2013, by Mauricio Sarmia, who acknowledged that he/she is the HOA President of Cameo Park Homeowners' Association, and therefore has authority to bind Cameo Park Homeowners' Association by executing this Agreement.

  
NOTARY PUBLIC



GRANTEE:



CORPORATION OF THE PRESIDING BISHOP  
OF THE CHURCH OF JESUS CHRIST OF  
LATTER-DAY SAINTS, A Utah corporation sole

By: TERRY F. RUDD  
Its: AUTHORIZED AGENT

STATE OF UTAH )  
 ) : ss.  
COUNTY OF SALT LAKE )

The forgoing instrument was acknowledged before me this 29<sup>th</sup> day of AUGUST, 2013, by TERRY F. RUDD, who acknowledged that he/she is the AUTHORIZED AGENT the Church of Jesus Christ of Latter-day Saints, and therefore has authority to bind the Church by executing this Agreement.

[Signature]  
NOTARY PUBLIC



\* Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole.

**EXHIBIT A**

**Grantor Property Legal Description**

ALL OF THE COMMON AREAS, LIMITED COMMON AREAS, PRIVATE TRAILS, PRIVATE ROADS, PRIVATE STREETS, AND ALL OTHER AREAS MANAGED AND CONTROLLED BY GRANTOR AS SHOWN ON THE FOLLOWING PLATS:

**CAMEO PARK SUBDIVISION PHASE 1, FURTHER DESCRIBED AS FOLLOWS:**

BEGINNING AT A POINT WHICH LIES S 01°28'21" W 1345.90 FEET ALONG THE CENTER SECTION LINE FROM THE NORTH 1/4 CORNER OF SECTION 5, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 01°28'21" W 106.03 FEET ALONG THE CENTER SECTION LINE; THENCE N 89°46'04" W 355.88 FEET; THENCE N 01°19'50" E 106.02 FEET; THENCE S 89°46'04" E 356.14 FEET TO THE POINT OF BEGINNING.

**CAMEO PARK SUBDIVISION PHASE 2, FURTHER DESCRIBED AS FOLLOWS:**

BEGINNING AT A POINT WHICH LIES S 1°28'21" W 1451.93 FEET ALONG THE CENTER SECTION LINE FROM THE NORTH 1/4 CORNER OF SECTION 5, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF CAMEO PARK SUBDIVISION PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDS OF WASHINGTON COUNTY AND RUNNING THENCE S 1°28'21" W 558.99 FEET ALONG SAID CENTER SECTION LINE; THENCE N 89°56'45" W 297.32 FEET; THENCE N 0°03'15" E 35.00 FEET TO A POINT OF A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS N 0°03'15" E, 18.00 FEET DISTANT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°43'26", A DISTANCE OF 27.87 FEET TO THE POINT OF TANGENCY; THENCE N 1°19'50" E 269.00 FEET; THENCE N 88°40'10" W 74.00 FEET; THENCE N 1°19'50" E 236.80 FEET TO THE SOUTHWEST CORNER OF SAID PHASE 1; THENCE S 89°46'04" E 355.88 FEET ALONG THE SOUTHERLY BOUNDARY THEREOF TO THE POINT OF BEGINNING.

**LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:**

BEGINNING AT A POINT WHICH LIES S 1°28'21" W 1674.35 FEET ALONG THE CENTER SECTION LINE AND N 88°40'10" W 33.00 FEET FROM THE NORTH 1/4 CORNER OF SECTION 5, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S 1°28'21" W 282.79 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°34'55", A DISTANCE OF 30.92 FEET TO THE POINT OF TANGENCY; THENCE N 89°56'45" W

174.65 FEET TO THE POINT OF A 18.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $91^{\circ}16'34''$ , A DISTANCE OF 28.68 FEET TO THE POINT OF TANGENCY; THENCE N  $1^{\circ}19'50''$  E 288.63 FEET; THENCE S  $88^{\circ}40'10''$  E 213.27 FEET TO THE POINT OF BEGINNING. CONTAINS 1.49 ACRES.

**CAMEO PARK SUBDIVISION PHASE 3, FURTHER DESCRIBED AS FOLLOWS:**

BEGINNING AT A POINT WHICH LIES S  $1^{\circ}28'21''$  W 1674.35 FEET ALONG THE CENTER SECTION LINE AND N  $88^{\circ}40'10''$  W 33.00 FEET FROM THE NORTH 1/4 CORNER OF SECTION 5, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S  $1^{\circ}28'21''$  W 282.79 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $88^{\circ}34'55''$ , A DISTANCE OF 30.92 FEET TO THE POINT OF TANGENCY; THENCE N  $89^{\circ}56'45''$  W 174.65 FEET TO THE POINT OF A 18.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $91^{\circ}16'34''$ , A DISTANCE OF 28.68 FEET TO THE POINT OF TANGENCY; THENCE N  $1^{\circ}19'50''$  E 288.63 FEET; THENCE S  $88^{\circ}40'10''$  E 213.27 FEET TO THE POINT OF BEGINNING.

**TOGETHER WITH:**

BEGINNING AT A POINT WHICH LIES S  $1^{\circ}28'21''$  W 2010.92 FEET ALONG THE CENTER SECTION LINE AND N  $89^{\circ}56'45''$  W 297.32 FEET FROM THE NORTH 1/4 CORNER OF SECTION 5, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE N  $89^{\circ}56'45''$  W 57.19 FEET; THENCE N  $1^{\circ}19'50''$  E 323.26 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF CAMEO PARK PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDS OF WASHINGTON COUNTY; THENCE ALONG SAID SOUTHWESTERLY BOUNDARY THE FOLLOWING FOUR COURSES: S  $88^{\circ}40'10''$  E 74.00 FEET; THENCE S  $1^{\circ}19'50''$  W 269.00 FEET TO THE POINT OF A 18.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $88^{\circ}43'26''$ , A DISTANCE OF 27.87 FEET; THENCE S  $0^{\circ}03'15''$  W 35.00 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**

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**Grantee Property Legal Description**

BEGINNING AT A POINT SOUTH 1°28'21" WEST 1370.98 FEET AND NORTH 89°46'02" WEST 356.09 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 42 SOUTH RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 200 SOUTH AND RUNNING THENCE SOUTH 1°20'31" WEST 606.13 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 300 SOUTH; THENCE NORTH 89°56'24" WEST, ALONG SAID LINE 329.87 FEET, TO THE WESTERLY LINE OF LOT 8, BLOCK 13, ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY IN SECTION 5, TOWNSHIP 42, SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 11°49" EAST, ALONG SAID LINE 607.21 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 200 SOUTH; THENCE SOUTH 89°44'50" EAST, ALONG SAID LINE 331.39 FEET, TO THE POINT OF BEGINNING.

Tax ID No: I-SB-24-B-6-A  
I-SB-24-B-6



**EXHIBIT C**

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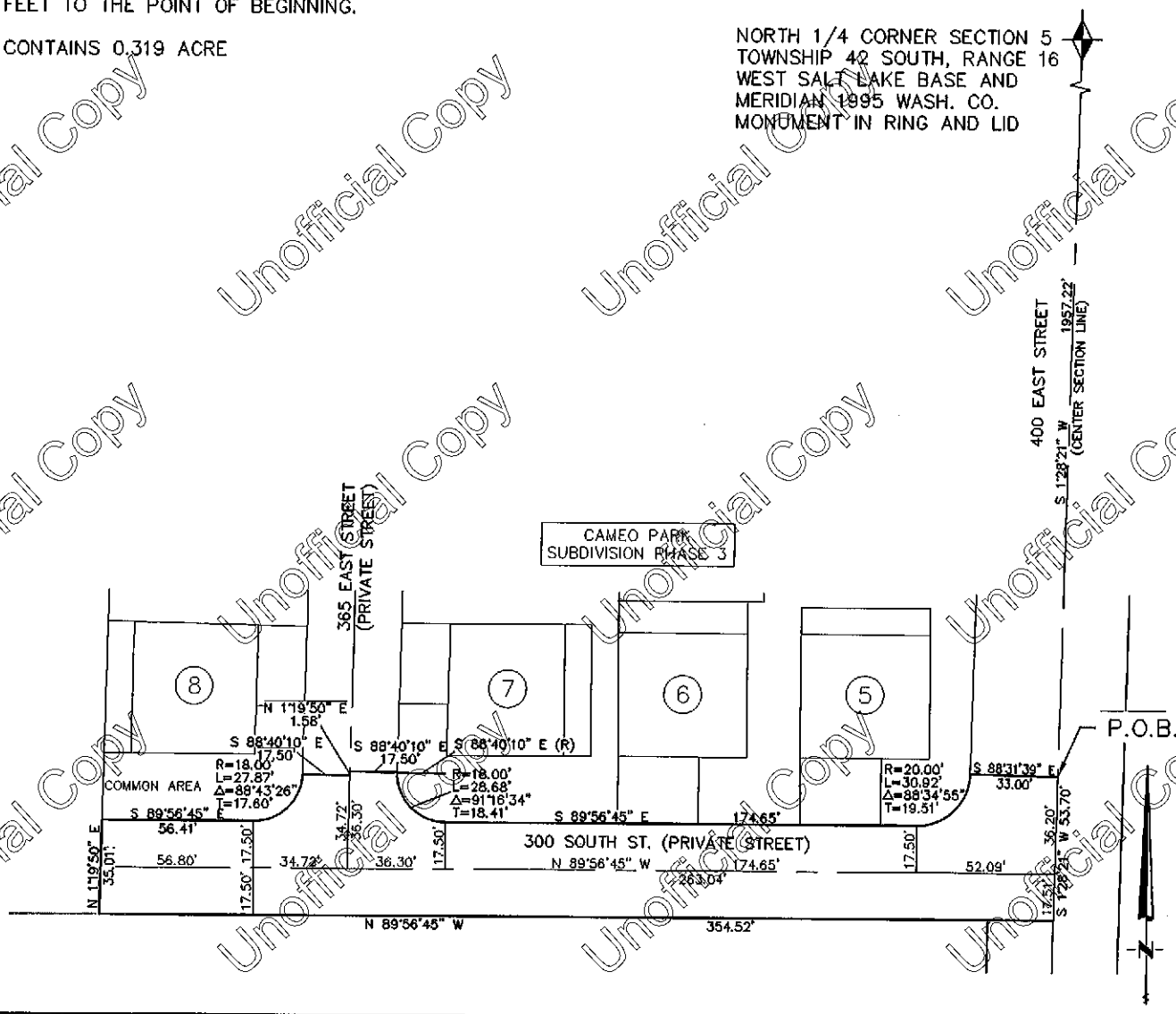
**Easement Legal Description**

**LEGAL DESCRIPTION:**

BEGINNING AT A POINT S 1°28'21" W 1957.22 FEET ALONG THE CENTER SECTION LINE OF SECTION 5, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN FROM THE NORTH 1/4 CORNER OF SAID SECTION 5, POINT BEING ON THE CENTERLINE OF 400 EAST STREET, AND RUNNING THENCE S 1°28'21" W 53.70 FEET CONTINUING ALONG SAID SECTION LINE AND CENTERLINE; THENCE N 89°56'45" W 354.52 FEET; THENCE N 1°19'50" E 35.01 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 300 SOUTH STREET; THENCE S 89°56'45" E 56.41 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON A 18.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 27.87 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°43'26"; THENCE S 88°40'10" E 17.50 FEET TO A POINT ON THE CENTERLINE OF 365 EAST STREET; THENCE N 1°19'50" E 1.58 FEET ALONG SAID CENTERLINE; THENCE S 88°40'10" E 17.50 FEET TO A POINT ON A 18.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S 88°40'10" E; THENCE 28.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°16'34" TO A POINT ON SAID RIGHT OF WAY LINE; THENCE S 89°56'45" E 174.65 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 30.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°34'55"; THENCE S 88°31'39" E 33.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.319 ACRE

NORTH 1/4 CORNER SECTION 5  
 TOWNSHIP 42 SOUTH, RANGE 16  
 WEST SALT LAKE BASE AND  
 MERIDIAN 1895 WASH. CO.  
 MONUMENT IN RING AND LID



**EXHIBIT C**  
 300 SOUTH STREET  
 IVINS, UTAH

**BUSH & GUDGELL, INC.**  
 Engineers - Planners - Surveyors  
 205 East Tabernacle Suite #4  
 St. George, Utah 84770  
 Phone (435) 673-2337 / Fax (435) 673-3161