

When recorded, please return to:
Pioneer Legacy Properties II, LC
Attn: Craig L. Hess, Manager
687 South 75 East
Kaysville, Utah 84037

E 3168116 B 7290 P 1301-1305
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
6/24/2019 2:45:00 PM
FEE \$40.00 Pgs: 5
DEP eCASH REC'D FOR COTTONWOOD TITLE INS AGENCY

11408A- CAF

ACCESS EASEMENT AGREEMENT

TIN 08-052-0258

This ACCESS EASEMENT AGREEMENT (the "**Agreement**") is made between Gary M. Wright ("**Wright**"), and Pioneer Legacy Properties II, LC, a Utah limited liability company ("**Pioneer**") (collectively, "**the Parties**").

RECITALS

- A. WHEREAS, Wright is the owner of that certain parcel of real property in Farmington City, Davis County, Utah (the "**Wright Parcel**"), more particularly described on Exhibit A;
- B. WHEREAS, Pioneer is the owner of that certain parcel of adjacent real property (the "**Pioneer Parcel**"), more particularly described on Exhibit B;
- C. WHEREAS, Pioneer desires to obtain access to the Pioneer Parcel across the Wright Parcel.
- D. WHEREAS, Wright is willing to grant to Pioneer an access easement, upon the terms and conditions set forth below.

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

1. Grant of Access Easement by Wright. Wright hereby grants to Pioneer a perpetual but non-exclusive right-of-way (the "**Roadway**") over and across the Wright Parcel for the purpose of vehicular and pedestrian access, ingress and egress from the public street known as Lagoon Drive to the Pioneer Parcel, SUBJECT TO all covenants, conditions, easements, right-of-way, reservations and restrictions now of record.

Pioneer shall have no obligation for the continued maintainence of the Roadway.

2. Term. The right-of-way granted herein shall continue indefinitely and shall run with the Pioneer Parcel and shall terminate only upon: (a) written agreement of all of the Parties or their respective successors in interest or title; or (b) the recorded dedication by Wright of fee simple title to the Roadway to Farmington City for a public roadway.

3. Succession. This Agreement shall be binding upon and insure to the benefit of the Parties and their respective successors and permitted grantees. The rights and obligations provided under this Agreement shall run with the land.

The obligations of Pioneer contained in this Agreement are not personal to Pioneer, but shall transfer to and be binding upon each respective subsequent owner of the Pioneer Parcel. By acceptance of any deed, conveyance, mortgage, trust deed, lease or other instrument of transfer for any portion of the Pioneer Parcel, or any interest therein, all purchasers, grantees, successors and assigns will be both subject to and benefitted by the terms and provisions of this instrument.

4. Attorney's Fees. In the event any action is instituted between the Parties concerning the Agreement or the enforcement or interpretation of rights or obligations under the Easement, the prevailing party shall be entitled to recover all costs and expenses therefor, including reasonable attorneys' fees and court costs.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates indicated, to be effective as of the last date all parties have signed this Agreement.

PIONEER:

Pioneer Legacy Properties, LC
a Utah limited liability company

6-21-2019
Date

Craig L. Hess
Craig L. Hess
Manager

WRIGHT:

June 20, 2019
Date

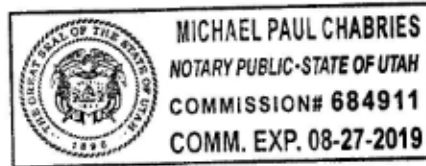
Gary M. Wright
Gary M. Wright

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On June 21st, 2019 Craig L. Hess personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and

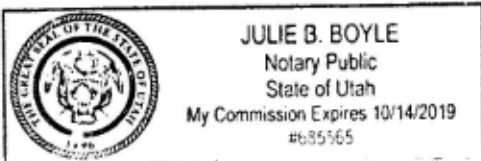
acknowledge that he executed the same in his capacity as Manager of Pioneer Legacy Properties II, LC.

Michael P. Chabries
Notary Public



STATE OF UTAH)
 : ss.
COUNTY OF Davis)

On June 20, 2019 Gary M. Wright personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledge that he executed the same.



Julie B. Boyle
Notary Public

EXHIBIT "A"
Legal Description of Wright Parcel

BEGINNING AT THE NORTHEAST CORNER OF THE PROPERTY CONVEYED TO HNJ INVESTMENT COMPANY LLC IN A WARRANTY DEED RECORDED AS ENTRY #3069668, DAVIS COUNTY RECORDER; SAID POINT BEING NORTH 00°01'47" EAST 293.87 FEET ALONG THE QUARTER SECTION LINE TO THE NORTH LINE OF SAID HNJ PROPERTY AND SOUTH 89°07'15" EAST 583.52 FEET ALONG SAID NORTH LINE FROM THE CENTER QUARTER CORNER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, SAID POINT BEING ON THE SOUTH LINE OF THE PROPOSED RIGHT OF WAY FOR LAGOON DRIVE, AND RUNNING THENCE NORTH 89°07'15" WEST 95.89 FEET; THENCE NORTH 00°52'45" EAST 66.00 FEET; THENCE SOUTH 89°07'15" EAST 95.89 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID PROPOSED LAGOON DRIVE; THENCE SOUTH 00°52'45" WEST 66.00 FEET ALONG SAID PROPOSED WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. CONTAINING 0.145 ACRES.

a part of APN: 08-052-0258

EXHIBIT "B"

Legal Description of Pioneer Parcel

BEGINNING AT THE SOUTHWEST CORNER OF NORTH MAIN STREET CHURCH SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, AND RUNNING THENCE NORTH 88°47'01" EAST 141.48 FEET ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION; THENCE SOUTH 00°52'45" WEST 362.06 FEET TO THE NORTH LINE OF THE PROPERTY CONVEYED TO HNJ INVESTMENT COMPANY LLC IN A WARRANTY DEED RECORDED AS ENTRY #3069668, DAVIS COUNTY RECORDER; THENCE NORTH 89°07'15" WEST 257.45 FEET ALONG SAID NORTH LINE; THENCE NORTH 00°52'45" EAST 354.14 FEET TO AN OLD FENCE LINE AND TO THE SOUTH LINE OF THAT PROPERTY DEEDED TO CLYDE AND FLORENCE HESS IN A QUIT-CLAIM DEED RECORDED AS ENTRY #616149, DAVIS COUNTY RECORDER; THENCE NORTH 89°31'30" EAST 116.10 FEET ALONG SAID OLD FENCE AND SOUTH LINE TO THE SOUTHWEST CORNER OF NORTH MAIN STREET CHURCH SUBDIVISION AND TO THE POINT OF BEGINNING, CONTAINS 2.114 ACRES.

A part of APN: 08-052-0258