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ADAM GARDINER  
Recorder, Salt Lake County, UT  
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### CONSTRUCTION AND DEVELOPMENT ACCESS AGREEMENT

This *Construction and Development Access Agreement* (“**Agreement**”) is entered into this 18<sup>th</sup> day of January, 2018 (“**Effective Date**”), by and between Fieldstone Utah Investors, LLC, a Utah limited liability company (“**Fieldstone**”) and Entheos Academy, a Utah non-profit corporation (“**Entheos**”).

#### RECITALS

A. Entheos is the owner of certain real property located at 2602 S. 7200 W., Magna, Salt Lake County, Utah (“**Entheos Property**”). The Entheos Property is also known as Salt Lake County Parcel No. 14-21-426-003. Entheos currently operates a school on the Entheos Property.

B. Fieldstone owns or has the right to purchase certain land adjacent to, and to the west of, the Entheos Property (“**Fieldstone Property**”). The Fieldstone Property includes, but is not limited to, portions of Salt Lake County Parcel No. 14-21-426-005.

C. Fieldstone intends to improve and develop the Fieldstone Property and construct certain improvements on the Fieldstone Property (“**Project**”) pursuant to the approvals from Magna Metro Township (“**Magna**”) and / or Salt Lake County (“**County**”). In connection with, and in order to facilitate, Fieldstone’s development of the Project, Fieldstone desires to obtain access to, and across, a portion of the Entheos Property. In addition, Fieldstone desires the right to construct improvements related to development of the Project on the Entheos Property.

D. Entheos is willing to grant Fieldstone, and its successors in interest, the right to use a portion of the Entheos Property for the purposes stated herein, subject to the terms and conditions set forth below.

#### AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration received, the sufficiency of which is acknowledged, and intending to be legally bound, the parties to hereby covenant and agree as follows:

1. **Approval Contingency.** The Parties understand and agree that this Agreement, and the obligations arising hereunder, are subject to approval of the terms of this Agreement by Entheos’s governing body formally known as Entheos Bond Holders (“**Approval Condition**”). Entheos shall be responsible to proceed expeditiously, in good faith, to obtain the consent of those persons or entities necessary to satisfy the Approval Condition. Upon receipt of such consent, Entheos shall give written notice to Fieldstone certifying that the Approval Condition has been satisfied, and upon receipt of such certification, the parties shall perform as provided under this Agreement. If certification of approval is not received within ninety (90) days after the Effective Date, either party may terminate this Agreement by written notice to the other party.

2. **Approval by Magna.** Prior to the construction of a Street, Magna must approve the design and location of any improvements to be constructed, removed, or altered pursuant to this Agreement.

3. **Grant of Easement to Fieldstone.** Within five (5) business days of the Effective Date, Entheos shall grant and convey to Fieldstone, or a successor or assign, an easement (“**Easement**”) over a portion of the Entheos Property as identified in the *Easement for Construction and Access* attached hereto as **Exhibit 1** (“**Easement Parcel**”) for the purposes described below. The Easement shall be in substantially the form set forth in **Exhibit 1**.

4. **Purposes of Easement.**

a. **Street.** Pursuant to the Easement, Fieldstone shall have the right to use a portion of the Easement Parcel for the purposes of accessing the Fieldstone Property from 7200 West Street and, at Fieldstone’s sole election, constructing permanent right of way and related improvements (collectively, the “**Street**”) on the Easement Parcel connecting the Fieldstone Property with 7200 West Street.

b. **Parking.** If Fieldstone elects to construct the Street, then as a component of such construction, Fieldstone will have the right to reconfigure portions of the current parking areas on the Entheos Property. Thus, pursuant to the Easement, Fieldstone shall have the right to remove, replace, construct, reconstruct, and refigure parking areas to the extent necessary to accommodate the Street, and Fieldstone shall have the right to use the Easement Parcel for all purposes related to the same.

c. **Entryway.** In connection with construction of the Street, if Fieldstone elects to construct the Street, Fieldstone will have the right undertake to modify the access point from 7200 West Street used by the school located on the Entheos Property (“**School**”) and to construct a new driveway or other entryway improvements that will improve vehicular access to the School (“**Entryway**”). The Entryway must: (i) be situated in a location and be designed pursuant to a configuration approved by Magna and / or the County, (ii) take into account in its design the needs of the School and the development of the Fieldstone Property, and (iii) be designed in accordance with the recommendations of a traffic engineer. Notwithstanding the foregoing, the Entryway may incorporate portions of the Street and need not be an exclusive or separate access point to 7200 West Street.

d. **Right of Review by Entheos.** The Street and the Entryway will be designed by Fieldstone’s engineers, provided that prior to finalizing any plans for such

improvements or commencing construction, Fieldstone must provide copies of the design and plans for such improvements to Entheos and thereafter allow Entheos thirty (30) days to provide any input or feedback on such proposed designs which Entheos may choose to give.

5. **Scope.** The Easement will allow Fieldstone the right to use the Easement Parcel for construction of the Street and the Entryway. Without limitation, activities expressly approved pursuant to the Easement include grubbing, grading soils, excavating, placing dirt or fill, using heavy equipment, paving, installing utilities, storing supplies and materials, parking construction related equipment and vehicles, and landscaping. In addition, to the extent a *Master Development Agreement* approved by Magna (“MDA”) requires it, the Easement will allow Fieldstone the right to use the Easement Parcel to construct other improvements, provided that Fieldstone shall have no obligation to do so.

6. **Cost.** If Fieldstone commences any construction under Section 4, Fieldstone will be responsible to bear the entire cost of the same without the right of contribution from Entheos.

7. **Access to other Portions of the Entheos Property.** The Easement will also allow Fieldstone the right to use other portions of the Entheos Property for access and other purposes reasonably necessary to accomplish the construction of the Street and the Entryway, reconfiguration of the parking, and installation of other improvements, if any, required by the MDA.

8. **Insurance and Indemnification.** Fieldstone shall obtain, carry and maintain in full force and effect at all times while acting pursuant to the Easement reasonable policies of general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring as a result of actions taken by Fieldstone pursuant to the Easement. Such policies shall have minimum coverage amounts of \$1,000,000.00 per occurrence / \$2,000,000.00 aggregate and shall name Entheos as an additional insured. Fieldstone does hereby agree to indemnify and hold Entheos harmless for all injuries, claims, damages, and liabilities, relating in any way, or arising from, use of the Entheos Property for any purposes, including the purposes set forth herein, by Fieldstone, its employees, agents, or servants, and Fieldstone agrees to defend Entheos against the same. Fieldstone shall require any and all contractors, consultants, etc., performing work on Entheos Property to carry insurance with the coverage limits identified above and to designate Entheos as an additional insured under such policies. Each such contractor, consultant, etc., shall deliver a certificate evidencing the policies identified in this Section to Entheos prior to commencing any work on the Entheos Property.

9. **Dedication.** Fieldstone and Entheos anticipate that at, or prior to, completion of construction of the improvements comprising the Street, the Street will be dedicated to Magna or Salt Lake County, as applicable, and that such governmental entity shall thereafter maintain the Street. Entheos agrees to cooperate with Fieldstone and sign any plats, deeds, or other instruments of dedication which may be necessary to accomplish such dedication. Notwithstanding the foregoing, Entheos agrees that Fieldstone shall have the right, as Entheos's agent with respect to the construction of the Street and the Entryway, to sign on Entheos's behalf any plats, deeds, other documents required by any governmental entity to accomplish the dedication.

10. **Assignment.** Fieldstone may assign, by written notice to Entheos, all of Fieldstone's right and obligations under this Agreement to a successor or assign which acquires any portion of Fieldstone Property. In the event of such an assignment, Entheos shall deliver the Easement to such assignee and name such assignee as the Grantee therein, and such assignee will have all the rights and obligations of Fieldstone under this Agreement and under the Easement and Fieldstone shall thereafter cease to have any rights or obligations under this Agreement or the Easement.

11. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Utah.

12. **Further Assurances.** Each party hereto shall execute any such further documentation reasonably required to confirm the rights and obligations of the parties under this Agreement.

13. **Survival.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

14. **Amendment.** This Agreement may not be modified, amended or terminated except in a writing signed by each party hereto.

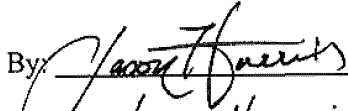
15. **Entire Agreement.** This document contains the entire understanding of Fieldstone and Entheos and supersedes all prior oral or written understandings relating to the subject matter set forth herein.


16. **Counterpart Signatures.** This Grant of Easement may be executed in counterparts each of which shall be deemed an original.

**Dated and agreed to as of the date first set forth above.**

**FIELDSTONE UTAH INVESTORS, LLC**  
a Utah limited liability company

**ENTHEOS ACADEMY**  
a Utah non-profit corporation

By:   
Name: Jason Harris  
Title: Assistant Secretary

By:   
Name: David Chan  
Title: Board Chair

**EXHIBIT 1 TO AGREEMENT**

**(Form of Easement)**

**When Recorded Return To:**

Fieldstone Utah Investors, LLC  
12896 S. Pony Express #400  
Draper, UT 84020  
Attn: Jason Harris

Parcel No. 14-21-426-003

**EASEMENT FOR CONSTRUCTION AND ACCESS**

This *Easement for Construction and Access* (“**Easement**”) is made this 18 day of January, 2018 (“**Effective Date**”) by and between Fieldstone Utah Investors, LLC, a Utah limited liability company (“**Grantee**”) and Entheos Academy, a Utah non-profit corporation (“**Grantor**”). Individually, Grantee and Grantor are each a “**party**” to this Agreement, collectively they are the “**parties**” hereto.

For valuable consideration received, the sufficiency of which is acknowledged, and intending to be legally bound, the parties do hereby covenant and agree as follows:

A. **Easement for Access and Construction.** Grantor, as owner of that certain parcel of real property located at approximately 2602 S. 7200 W., Magna, Utah and more particularly described on **Exhibit A** hereto (“**Entheos Property**”) hereby grants to Grantee and Grantee’s employees, agents, contractors, and subcontractors, a perpetual, non-exclusive easement to, for, and over that portion of the Entheos Property shown as the on the Site Plan attached hereto as **Exhibit B** and incorporated herein by reference (“**Easement Parcel**”) for the purposes set forth herein. The legal description of the Easement Parcel is attached hereto as **Exhibit C** and incorporated herein by reference.

B. **Access, Construction of the Street, Reconfiguration of Parking.** Grantee may use the Easement Parcel as an access way from 7200 West Street to that certain property which Grantee owns or has the right to purchase and which is more particularly described on **Exhibit D** hereto (“**Fieldstone Property**”). Grantee may also use the Easement Parcel for all purposes related to the construction of a new street and related improvements approved or required by applicable governmental authorities on the Easement Parcel, which improvements shall provide pedestrian and vehicular access and utility access to or from the Fieldstone Property (collectively, the “**Street**”). Grantee may also reconfigure parking on the Entheos Property to

accommodate the Street and may use the Easement Parcel for all purposes relating to the redesign, reconfiguration, construction or reconstruction of parking areas on the Entheos Property. Without limiting the foregoing, the Easement Parcel may be used: (i) for construction or development of the Street, including asphalt, concrete, curb and gutter, lighting, signage; (ii) for any necessary grading or earthmoving; (iii) for the installation of water, sewer, or utility lines which are necessary or convenient to benefit the Entheos Property or the Fieldstone Property; (iv) to redesign, construct, reconstruct, or reconfigure parking or storm water detention on the Entheos Property and (v) to store any construction equipment or materials necessary for construction of the Street or to accomplish the other purposes of this Agreement.

C. **Construction of the Entryway.** In connection with construction of the Street, Grantee will have the right to use the Easement Parcel to construct a reconfigured driveway or other entryway improvements for the school on the Property (“**Entryway**”).

D. **Development Activities on the Entheos Property.** In addition, Grantee shall have the right to enter and make reasonable use of other portions of the Entheos Property as may be necessary to facilitate the construction of the Street, the Entryway, and other infrastructure required by Salt Lake County or Magna Metro Township in connection with the construction of the Street or the Entryway, which may include construction of sidewalks and trails, construction of parking area, grading, landscaping, etc.

E. **Cooperation and Further Actions.** The parties agree to Easement and take such reasonable steps as may be necessary to accomplish the purposes of this Easement.

F. **Release of Easement.** This Easement, and Grantee’s rights hereunder, will expire upon the completion of the construction of Street and any other required improvements and the dedication of such improvements to, and acceptance by, the applicable governmental authority.

G. **Indemnification.** Grantee shall obtain, carry and maintain in full force and effect at all times while acting pursuant to the Easement reasonable policies of general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring as a result of actions taken by Grantee pursuant to the Easement. Such policies shall have minimum coverage amounts of \$1,000,000.00 per occurrence / \$2,000,000.00 aggregate and shall name Grantor as an additional insured. Grantee does hereby agree to indemnify and hold Grantor harmless for all injuries, claims, damages, and liabilities, relating in any way, or arising from, use of the Entheos Property for any purposes, including the purposes set forth herein, by Grantee, its employees, agents, or servants, and Grantee agrees to defend Grantor against the same. Grantee shall require any and all contractors, consultants, etc., performing work on Entheos Property to carry insurance with the coverage limits identified above and to designate Grantor as an additional insured under such policies. Each such

contractor, consultant, etc., shall deliver a certificate evidencing the policies identified in this Section to Grantor prior to commencing any work on the Entheos Property.

H. **Assignment.** This Easement and the rights set forth herein shall run with the land and shall be binding on Grantor, Grantee, and their respective successors and assigns.

I. **Counterparts.** This Easement may be executed in counterparts, which, taken together, shall constitute the original instrument.

J. **Authority to Sign.** The persons executing this Easement do hereby represent and warrant that they are authorized to execute the same and that any necessary corporate approvals have been provided in connection with such persons' signatures on this Easement.

K. **Enforcement and Remedies.** This Easement shall be governed by, and interpreted in accordance with, the laws of the State of Utah. In the event of any legal action to interpret or enforce the terms of his Agreement, the prevailing party shall be awarded the reasonable costs and attorney fees.

*[End of Instrument Signature Page Follows.]*



Dated and agreed to as of the date first set forth above.

**FIELDSTONE UTAH INVESTORS, LLC**  
a Utah limited liability company

**ENTHEOS ACADEMY**  
a Utah non-profit corporation

By: Jason Harris  
Name: Jason Harris  
Title: Assistant Secretary

By: Jason Gibson  
Name: Jason Gibson  
Title: Board Chair

STATE OF UTAH )

) : ss.

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me on this 18 day of January 2018, by Jason Harris, the Assistant Secretary of Fieldstone Utah Investors, LLC, a Utah limited liability company.

Stephanie Talbot  
Notary Public

STATE OF UTAH )

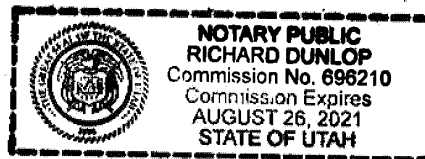
) : ss.

COUNTY OF Salt Lake



The foregoing instrument was acknowledged before me on this 7 day of January 2017, by Jason Gibson, the Chair of Entheos Academy, a Utah non-profit corporation.

Richard Dunlop  
Notary Public



**Exhibit A to Easement**

**(Legal Description of Entheos Property)**

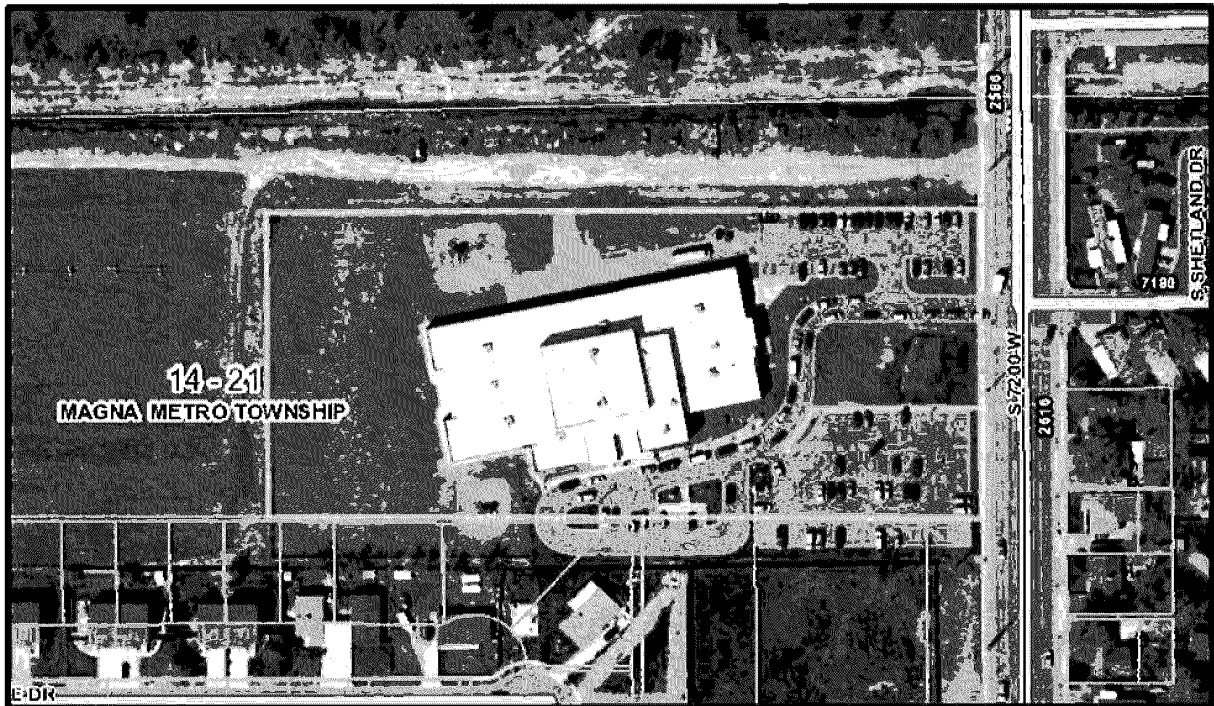
**Salt Lake County Parcel 14-21-426-003**

**ENTHEOS DESCRIPTION**

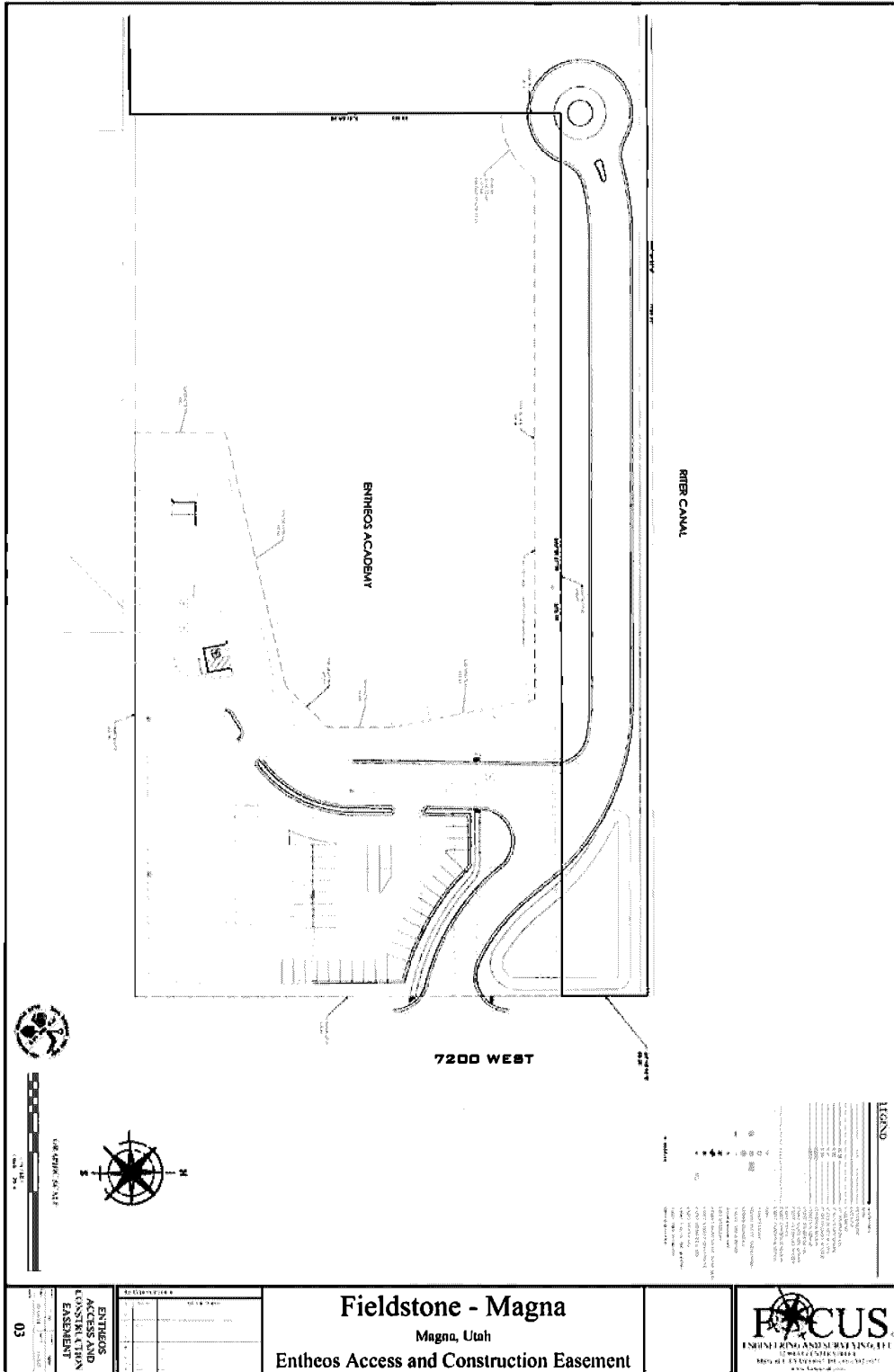
A parcel located in the Southeast Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian; more particularly described as:

Beginning at a point North 00°05'25" East along the East line of said Section 21, 498.54 feet and North 89°48'49" West 40.00 feet from the Southeast Comer of said Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 89°48'49" West 670.15 feet; thence North 00°05'25" East 325.00 feet; thence South 89°48'49" East 670.15 feet to the Westerly right of way of 7200 West (a public road); thence South 00°05'25" West along said Westerly right of way 325.00 feet to the point of beginning.

Contains: 5+/- acres



**Exhibit B to Easement**  
**(Site Plan Showing of Easement Parcel)**



**Exhibit C to Easement**

**(Legal Description of the Easement Parcel)**

**ENTHEOS CONSTRUCTION AND ACCESS EASEMENT**

A portion of the SE1/4 of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, located in Magna, Utah, more particularly described as follows:

Beginning at a point located N89°54'07"E along the Section line 2,185.20 feet and North 498.84 feet from the South ¼ Corner of Section 21, T1S, R2W, S.L.B.& M.; thence N00°03'42"W 68.31 feet; thence N76°24'13"E 197.94 feet; thence N44°24'41"E 45.59 feet; thence N00°03'42"W 48.04 feet; thence N10°59'41"W 111.83 feet; thence S89°56'18"W 395.56 feet; thence Southwesterly along the arc of a non-tangent curve to the right having a radius of 60.50 feet (radius bears: N54°40'42"W) a distance of 57.60 feet through a central angle of 54°32'49" Chord: S62°35'42"W 55.45 feet; thence N00°09'19"W 45.50 feet; thence N89°56'27"E 670.07 feet; thence S00°09'28"E 325.00 feet; thence S89°56'18"W 428.90 feet to the point of beginning.

Contains: 2.29 acres+/-

**Exhibit D to Easement**

**(Legal Description of Fieldstone Property)**

**FIELDSTONE DESCRIPTION**

A portion of the SW1/4 & SE1/4 of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, located in Magna, Utah, more particularly described as follows:

Beginning at a point located S89°54'03"W along the Section line 16.50 feet from the South ¼ Corner of Section 21, T1S, R2W, S.L.B.& M.; thence S89°54'03"W along the Section line 1,642.83 feet; thence N0°07'17"E 925.19 feet; thence N89°58'17"E 1,208.05 feet to the southerly line of the Riter Canal; thence along said southerly line the following 7 (seven) courses and distances: Southeasterly along the arc of a 375.00 foot radius non-tangent curve to the left (radius bears: N23°45'02"E) 134.92 feet through a central angle of 20°36'52" (chord: S76°33'24"E 134.19 feet); thence S86°51'49"E 1,072.09 feet; thence along the arc of a 900.00 foot radius curve to the left 122.89 feet through a central angle of 7°49'24" (chord: N89°13'29"E 122.79 feet); thence N85°18'46"E 261.20 feet; thence along the arc of a 1,250.00 foot radius curve to the right 78.69 feet through a central angle of 3°36'25" (chord: N87°06'58"E 78.68 feet); thence N88°55'11"E 498.06 feet; thence N89°18'31"E 901.86 feet to the westerly line of 7200 West Street; thence S0°09'19"E along said street 52.26 feet; thence S89°56'27"W 670.15 feet; thence S0°09'19"E 329.02 feet; thence S89°54'07"W 1,367.56 feet; thence S0°05'16"W 13.80 feet; thence S89°54'06"W 575.71 feet; thence S89°54'07"W 16.54 feet; thence S0°04'58"W 481.20 feet to the point of beginning.

Contains: 51.63+/- acres