

RETURNED

DEC 16 2015

2910705  
BK 6414 PG 1165

E 2910705 B 6414 P 1165-1169  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
12/16/2015 04:21 PM  
FEE \$18.00 Pgs: 5  
DEP RT REC'D FOR ASSISTED LIVING FIVE

WHEN RECORDED, MAIL TO:

Loyal C. Hulme  
Kirton | McConkie  
50 E. South Temple, Suite 400  
Salt Lake City, UT 84111

For Information only:

Portion of Tax Parcel Nos.: 08-569-0302.0303

(Space above for Recorder's use only)

**ACCESS AND UTILITIES EASEMENT**

THIS ACCESS AND UTILITIES EASEMENT (this "Easement") is made this 16 day of December, 2015, by and between Assisted Living V, LLC ("Grantor"), and Park Lane Commons Two, LLC ("Grantee").

**RECITALS**

A. Grantor owns Lot 303, Park Lane Commons – Phase 3, according to the Official Plat thereof recorded December 8, 2015, in Book 6408, at Page 909, of the Official Records of Davis County, Utah (the "Grantor's Parcel").

B. Grantee owns Lot 302, Park Lane Commons – Phase 3, according to the Official Plat thereof recorded December 8, 2015, in Book 6408, at Page 909, of the Official Records of Davis County, Utah (the "Grantor's Parcel").

C. Grantee desires to obtain from Grantor a nonexclusive perpetual access easement on, over, and across a portion of the Grantor's Parcel (the "Easement Area") for the benefit of the Grantee's Parcel and for the purposes more particularly described herein, and Grantor is willing to grant the easement to Grantee for such purposes subject to the terms and conditions set forth herein. The Easement Area is depicted on Exhibit A, attached hereto and incorporated herein by this reference.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor declares as follows:

1. Grant of Easement. Grantor hereby grants, conveys and warrants to Grantee a perpetual non-exclusive easement on, over, under, and across the Easement Area for the benefit of the Grantee's Parcel and for the purposes of installing, constructing, designing, using, operating, maintaining, repairing, altering, inspecting, relocating, and/or replacing: (i) an access way to be used for pedestrian and vehicular ingress and egress into and out of the Grantee's Parcel; and (ii) any and all desired, or necessary, utilities, including, but not limited to, water, sanitary sewer, storm water drainage, electricity, telecommunications, and natural gas. Pursuant to this Easement,

Grantee, and Grantee's agents, employees, patrons, guests, invitees, and contractors ("Grantee's Agents") shall have continued access rights over the Easement Area for the purposes set forth above. The easement and access provided for in this Easement will permit Grantee to: (a) access and use the Easement Area both for its existing use and for any possible future use Grantee's Parcel may be put to; and (b) access and use the Easement Area for ingress and egress to and from Grantee's Parcel and any other real property owned by Grantee located in the vicinity of Grantee's Parcel (whether specifically described herein or not).

2. Access. Grantee and Grantee's Agents shall have the right to enter upon the Easement Area for the purposes permitted by this Easement. Grantor agrees not to obstruct Grantee's use of the Easement Area as granted herein. Grantee also agrees not to obstruct Grantor's use of the Easement Area. Grantor reserves the right to use the Easement Area in a manner not inconsistent with the easements conveyed to Grantee herein. In the event the Easement Area is used for installing, constructing, designing, using, operating, maintaining, repairing, altering, inspecting, relocating, and/or replacing items in (i) or (ii) in Section 1 above, Grantee agrees to notify Grantor and give ten (10) days prior notice.

3. Duration. This Easement shall continue indefinitely, shall run with the land, and shall terminate only upon: (i) written and recorded agreement of all of the parties or their respective successors in title; or (ii) the formal written and recorded abandonment by Grantee of this Easement. Upon any such event, Grantee will execute a recordable document that causes this Easement to revert to Grantor or its successors in title.

4. Maintenance. Grantor, at its sole cost and expense, will maintain and repair the Easement Area: (i) to standards required by any applicable municipal/government authorities; and (ii) in a workmanlike and acceptable manner such that Grantee may utilize the easements granted herein, including maintaining the Easement Area in such a manner as to allow Grantee to access and use the Easement Area. Notwithstanding the foregoing, should Grantee cause damage (other than normal wear and tear) to the Easement Area, Grantee shall be responsible, at its sole cost and expense, to repair said damage caused by such Grantee, which repair shall promptly commence, but in no case later than ten (10) days following written notice from Grantor, and Grantee shall diligently pursue repair of the damage to completion.

5. Miscellaneous.

5.1 Run with the Land/Successors. Subject to the terms and conditions of this Easement, the easement granted herein shall be perpetual and shall run with the land, and the terms and conditions of this Easement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

5.2 Authority. The individuals signing for the respective entities make the following representations: (i) he/she has read this Easement, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute this Easement acting in said capacity.

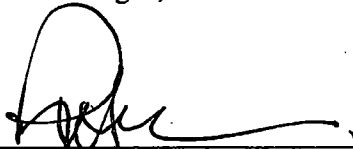
5.3 Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Easement or if a party finds it necessary to retain an attorney to enforce its rights under this Easement, all costs and

expenses of the prevailing party incident to such proceeding or retention, including reasonable attorney fees, shall be paid by the non-prevailing party.

5.4 Counterparts. This Easement may be executed in any number of counterparts, provided each counterpart is identical in its terms. Each such counterpart, when executed and delivered will be deemed to be an original, and all such counterparts shall be deemed to constitute one and the same instrument. For convenience in recording, signature pages from multiple counterparts may be detached from their counterparts and attached to a single counterpart to be recorded.

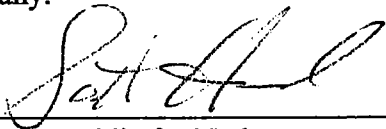
IN WITNESS WHEREOF, Grantor has executed this Easement on the day and year first above written.

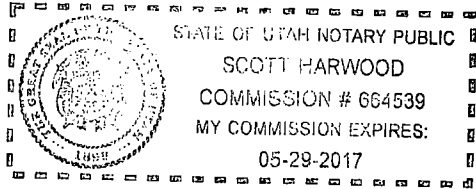
Grantor: Assisted Living V, LLC

By:   
RICHARD A. HAWS Manager

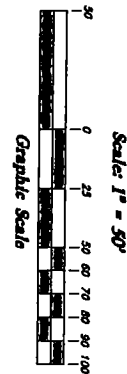
STATE OF UTAH )  
 ) :ss  
COUNTY OF DAVIS )

On this 16 day of December, 2015, personally appeared before me RICHARD A. HAWS, known or satisfactorily proved to me to be the Manager of ASSISTED LIVING V, LLC, who acknowledged to me that he signed the foregoing instrument as Manager for said company.

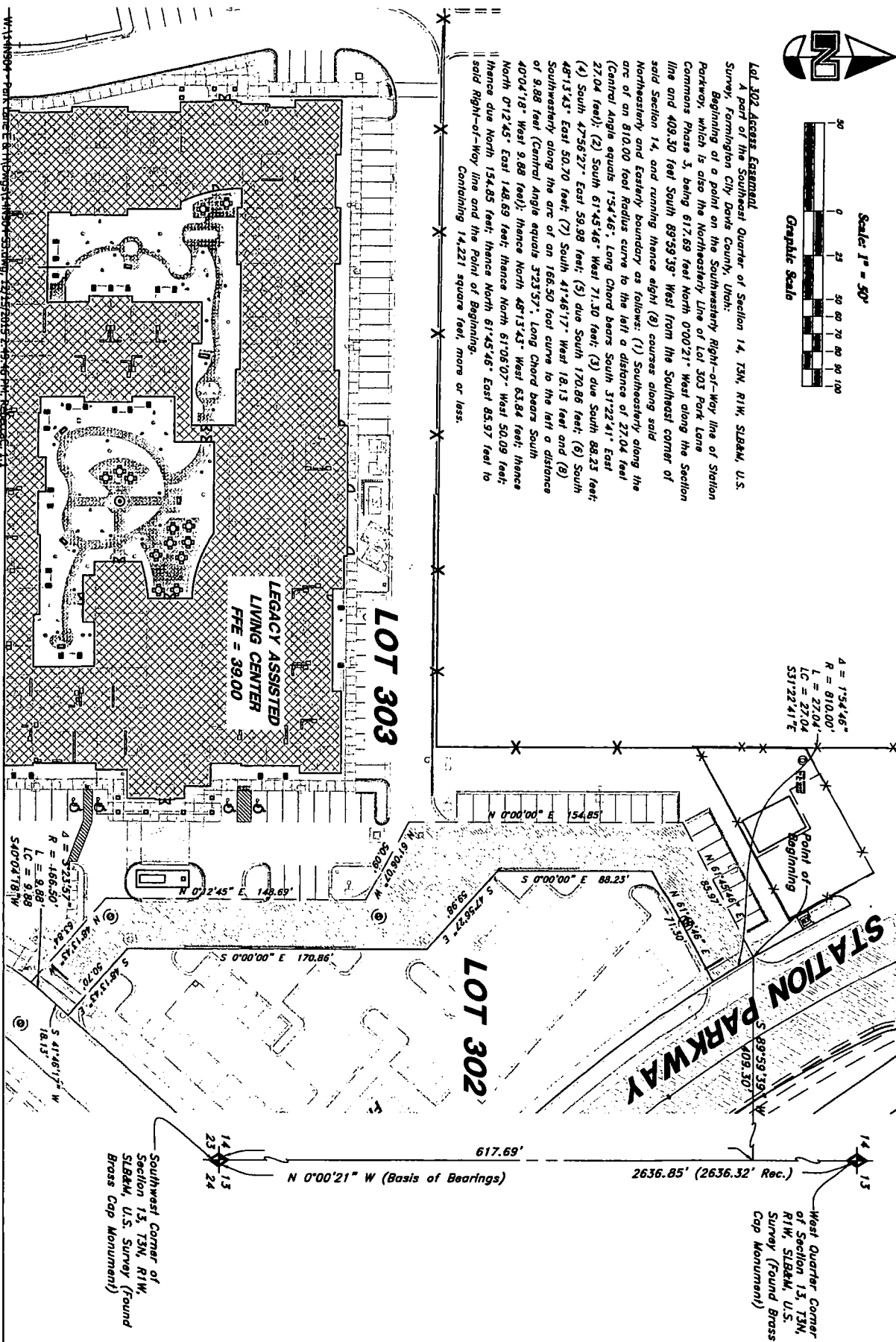
  
\_\_\_\_\_  
Notary Public for Utah







**Lot 302 Access Easement**  
 A Part of the Southeast Quarter of Section 14, T3N, R1W, S18&M, U.S. Survey, Forming City Davis County, Utah:  
 Beginning of a point on the Southwesterly Right-of-Way line of Station Parkway, which is also the Northeastly Line of Lot 303 Park Lane Commons Phase 3, being 617.69 feet North 0°00'21" West along the Section line and 409.30 feet South 89°59'39" West from the Southeast corner of said Section 14, and running thence eight (8) courses along said Northeastly and Easterly boundary as follows: (1) Southwesterly along the arc of an 810.00 foot Radius curve to the left a distance of 27.04 feet (Central Angle equals 1°54'46" Long Chord bears South 31°22'41" East 27.04 feet); (2) South 61°45'46" West 71.30 feet; (3) due South 88.23 feet; (4) South 47°56'27" East 59.98 feet; (5) due South 170.86 feet; (6) South 48°13'43" East 50.70 feet; (7) South 41°46'17" West 18.13 feet and (8) Southwesterly along the arc of an 168.50 foot curve to the left a distance of 9.88 feet (Central Angle equals 3°23'37" Long Chord bears South 40°04'18" West 9.88 feet); thence North 48°13'43" West 63.84 feet; thence North 0°12'45" East 148.69 feet; thence North 61°06'07" West 50.09 feet; thence due North 134.85 feet; thence North 61°45'46" East 85.97 feet to said Right-of-Way line and the Point of Beginning.  
 Containing 14,221 square feet, more or less.



A = 1°54'46"  
 R = 810.00'  
 L = 27.04'  
 LC = 27.04'  
 S31°22'41"E

West Quarter Corner of Section 13, T3N, R1W, S18&M, U.S. Survey (Found Brass Cap Monument)

Southwest Corner of Section 13, T3N, R1W, S18&M, U.S. Survey (Found Brass Cap Monument)

**GREAT BASIN ENGINEERING INC.**  
 8746 SOUTH 1475 EAST OGDEN, UTAH 84403  
 MAIN 18011394-4615 B.L.O 18011921-0888 FAX 18011398-7043  
 WWW.GREATBASINENGINEERING.CO.UK

Job Name: LEGACY VILLAGE OF PARK LANE ACCESS EASEMENT  
 Job No: 14N904  
 Date: 14 DEC., 2015

Sheet No: EX-1  
 Sheet Reference: C100