

Office of the Davis County Recorder



Davis
COUNTY

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/21/2022 02:53 PM
FEE \$40.00 Pgs: 9
DEP RT REC'D FOR JON SCHNEITER

WORKSHEET

Recorder
Richard T. Maughan
Chief Deputy
Laile H. Lomax

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A Easement Agreement
(Document Type)

15-079-0132, 12-037-0117, 12-037-0104

Tax Serial Number(s)

15-110-0159

REAL ESTATE EASEMENT AGREEMENT

THIS AGREEMENT is made on 6 July 2022 by and between M8 Properties LLC of P.O. Box 2000, Layton, Utah 84041, hereinafter ("Grantor"), and Schneider's Riverside Golf, Inc. of 5460 South Weber Dr., Riverdale, Utah, 84405 hereinafter ("Grantee").

Recitals

A. The Grantor is the owner of certain real property known as the Dominant Estate with the current date recorded Davis County, Utah Parcel ID#'s : **150790132, 120370117, 120370104.**

C. The Grantee desires to acquire certain rights in the above mentioned Grantor's property for ingress/egress as needed to access Grantee's land.

1. Grant of Easement

Grantor hereby grants to Grantee an easement on and across the following-described portion of the Grantor's parcels:

2. Character of Easement

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in that the easement benefits the use and enjoyment of the Dominant Estate by Schneider's Riverside Golf, Inc. under this agreement agrees to dissolve the previous easement which was:

As originally part of attached Warranty Deed and effecting current Davis County Parcel ID#'s: **151100159 and 120370117**

Beginning at Northeast corner of said property and running thence South 175.0 feet; thence East 5.79 feet; thence West 16.0 feet; thence North 66.53 feet; thence West 5.79 feet; thence North 191.0 feet to the South line of 300 North street; thence East 16.0 feet to the point of beginning.

With the release by the Grantee of the old easement mentioned above, M8 Properties LLC, Inc., agrees to grant unto Schneider's Riverside Golf, Inc. the new following easement:

Schneider Access Easement

A strip of land over portions of 3650 West Street and 240 North Street (both private streets), situate in the Northwest Quarter of Section 5, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in West Point City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of 300 North Street, said point being North 89°56'47" West 837.21 feet along the section line (NAD83 Bearing being North 89°36'09" West between the North Quarter Corner and the Northwest

Corner of said Section 5 per the Davis County Township Reference Plat) and South 00°03'13" West 33.00 feet from the North Quarter Corner of said Section 5, said point also being the beginning of a curve to the left, of which the radius point lies South 00°03'13" West, a radial distance of 15.00 feet and running thence:
southwesterly along the arc, through a central angle of 84°28'41", a distance of 22.12 feet
thence South 05°34'32" West 24.53 feet;
thence southerly 12.05 feet along the arc of a 125.00-foot radius tangent curve to the left (center bears South 84°25'28" East and the long chord bears South 02°48'53" West 12.04 feet with a central angle of 05°31'19");
thence South 00°03'13" West 138.33 feet;
thence southeasterly 23.56 feet along the arc of a 15.00-foot radius tangent curve to the left (center bears South 89°56'47" East and the long chord bears South 44°56'47" East 21.21 feet with a central angle of 90°00'00");
thence South 89°56'47" East 142.41 feet;
thence northeasterly 23.56 feet along the arc of a 15.00-foot radius tangent curve to the left (center bears North 00°03'13" East and the long chord bears North 45°03'13" East 21.21 feet with a central angle of 90°00'00");
thence South 89°56'47" East 13.50 feet;
thence South 00°03'13" West 11.50 feet;
thence South 89°56'47" East 13.50 feet;
thence southeasterly 23.56 feet along the arc of a 15.00-foot radius nontangent curve to the left (center bears South 89°56'47" East and the long chord bears South 44°56'47" East 21.21 feet with a central angle of 90°00'00");
thence easterly 58.73 feet along the arc of a 136.50-foot radius curve to the left (center bears North 00°03'13" East and the long chord bears North 77°43'40" East 58.28 feet with a central angle of 24°39'06");
thence easterly 70.35 feet along the arc of a 163.50-foot radius curve to the right (center bears South 24°35'53" East and the long chord bears North 77°43'40" East 69.81 feet with a central angle of 24°39'06")
thence South 89°56'47" East 26.41 feet;
thence South 00°02'47" West 41.51 feet;
thence North 89°56'47" West 16.01 feet;
thence North 00°03'13" East 9.48 feet;
thence North 22°01'46" West 5.42 feet;
thence North 89°56'47" West 8.37 feet;
thence westerly 45.16 feet along the arc of a 136.50-foot radius tangent curve to the left (center bears South 00°03'13" West and the long chord bears South 80°34'33" West 44.95 feet with a central angle of 18°57'21");
thence South 68°15'00" West 13.56 feet;
thence westerly 70.35 feet along the arc of a 163.50-foot radius non-tangent curve to the right (center bears North 24°35'53" West and the long chord bears South 77°43'40" West 69.81 feet with a central angle of 24°39'06");
thence southwesterly 23.56 feet along the arc of a 15.00-foot radius curve to the left (center bears South 00°03'13" West and the long chord bears South 45°03'13" West 21.21 feet with a central angle of 90°00'00");

thence North 89°56'47" West 13.50 feet;
thence South 00°03'13" West 11.50 feet;
thence North 89°56'47" West 13.50 feet;
thence northwesterly 23.56 feet along the arc of a 15.00-foot radius nontangent curve to the left (center bears North 89°56'47" West and the long chord bears North 44°56'47" West 21.21 feet with a central angle of 90°00'00");
thence North 89°56'47" West 142.41 feet;
thence southwesterly 23.56 feet along the arc of a 15.00-foot radius tangent curve to the left (center bears South 00°03'13" West and the long chord bears South 45°03'13" West 21.21 feet with a central angle of 90°00'00");
thence North 89°56'47" West 50.00 feet;
thence North 00°03'13" East 218.33 feet;
thence northerly 16.87 feet along the arc of a 175.00-foot radius tangent curve to the right (center bears South 89°56'47" East and the long chord bears North 02°48'53" East 16.86 feet with a central angle of 05°31'19");
thence North 05°34'32" East 16.79 feet;
thence northwesterly 25.01 feet along the arc of a 15.00-foot radius tangent curve to the left (center bears North 84°25'28" West and the long chord bears North 42°11'07" West 22.21 feet with a central angle of 95°31'19");
thence South 89°56'47" East 80.37 feet to the Point of Beginning

Contains: 29,126 square feet or 0.669 acres.

3. Duration and Binding Effect

This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

4. Purpose of Easement

The easement will benefit the Grantee, Schneiter's Riverside Golf, Inc. to allow ingress and egress across Grantor's property as needed for access.

5. Limitations

It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to a 16.0 foot right of way gate onto Grantor's road for ingress and egress over grantors legally described property contained within Schneiter Access Easement within section 2 of this document.

6. Exclusiveness of Easement

The easement, rights, and privileges granted by this easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant, or nonexclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.

7. Grantor's Rights

Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by Grantee of the easement. Grantor's retained rights include, but are not limited to, the right to build and use the surface of the easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses. The Grantor further reserves the right to dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of Grantee in the easement. If the Grantor or any of Grantor's successors or assigns dedicates all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

8. Grantee's Rights and Duties

Grantee shall at all times act so as to safeguard Grantor's property. Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.

9. Termination

This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, his/her heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.

10. Failure to Perform

Should Grantee fail to perform any covenant, undertaking, or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement creating the easement shall be of no further effect. In such a case, within thirty days of receipt of a written demand from Grantor, Grantee shall execute and record all documents necessary to terminate the easement of record. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.

11. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

12. Attorney's Fees

If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

The parties have executed this agreement on the above-mentioned date.

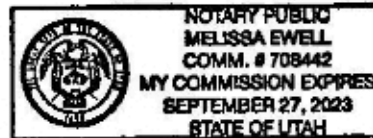
GRANTOR:

By: *M. Payne* Date: 7-6-22
M8 Properties LLC

GRANTEE:

By: *E. Schneider - Secretary* Date: 7/6/22
Schneider's Riverside Golf, Inc.

STATE OF Utah
COUNTY OF DAVIS
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 6 DAY OF JULY, 2022
BY Mark Thayne and Eric Schelter
Melissa Ewell
NOTARY PUBLIC



Recorded at Request of _____

E: 945600 BK 1445 PG 790

CAROL DEAN PAGE, DAVIS CNTY RECORDER
1991 OCT 24 1105 PM FEE 9.00 DEP JB
REC'D FOR BONNEVILLE TITLE COMPANY, INC

at _____ M. Fee Paid \$ _____

by _____ Dep. Book _____ Page _____ Ref.: _____

Mail tax notice to _____ Address _____

WARRANTY DEED *nw 5 40-2w*

ERNIE SCHNEITER AND SCHNEITER'S RIVERSIDE GOLF CLUB, A UTAH CORPORATION ^{grantor}
of Ogden, County of Weber, State of Utah, hereby
CONVEY and WARRANT to
DAVID H. MATTHEWS AND JEAN T. MATTHEWS, husband and wife as joint tenants.

of West Point ^{grantee}
TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS for the sum of
DOLLARS,

the following described tract of land in Davis County,
State of Utah:

PARCEL 1
Beginning at a point 650 feet South and 246.0 feet East of the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 5, Township 4 North, Range 2 West, Salt Lake Meridian, and running thence North 330.0 feet; thence East 82.0 feet; thence South 330.00 feet; thence West 82.0 feet to the point of beginning. .62 acres *12-037-0025 pt*

PARCEL 2
Beginning at a point 565.67 feet West along the Section line and South 33.0 feet from the North quarter corner of Saction 5, Township 4 North, Range 2 West, Salt Lake Meridian and running thence South 175.0 feet; thence East 5.79 feet; thence South 452.0 feet; thence West 170.46 feet; thence North 527.0 feet to the South line of 300 North street; thence East 164.67 feet along said street to the point of beginning.. 2.43 acres *12-037-0033 0066 pt*

GRANTOR RESERVES UNTO THEMSELVES A 16.0 FOOT RIGHT OF WAY FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY.
Beginning at the Northeast corner of said property and running thence South 175.0 feet; thence East 5.79 feet; thence South 82.53 feet; thence West 16.0 feet; thence North 66.53 feet; thence West 5.79 feet; thence North 191.0 feet to the South line of 300 North street; thence East 16.0 feet to the point of beginning.

WITNESS, the hand of said grantor, this 16th day of October, A. D. 1991

Signed in the Presence of _____

SCHNEITER'S RIVERSIDE GOLF CLUB
Ernie Schneiter
ERNIE SCHNEITER INDIVIDUALLY AND PRESIDENT OF SCHNEITER'S RIVERSIDE GOLF CLUB

STATE OF UTAH, } ss.
County of DAVIS

NOTARY PUBLIC
Marionne Finlinson
P.O. Box 1500 West
Cannonville, Utah 84705
My Commission Expires July 14, 1994
STATE OF UTAH
OCT 24 1991

On the 16th day of October, 1991
personally appeared before me ERNIE SCHNEITER

the signer of the within instrument, who duly acknowledged to me that he executed the same.

Marionne Finlinson

