

RETURNED

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RICHARD T. NAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
03/21/2023 02:21 PM  
FEE \$40.00 Pgs: 7  
DEP RTT REC'D FOR 317 SYCAMORE LLC

11-103-0082

## ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is made and entered into this 15<sup>th</sup> day of January, 2023, by and between 317 Sycamore, LLC, a Utah limited liability company having an address of 1148 West Legacy Crossing Blvd. Suite 317, Centerville, UT 84014, Sector 317, LLC, a Utah limited liability company having an address of 1148 West Legacy Crossing Blvd. Suite 317, Centerville, UT 84014 ("Grantors") and Goldenwest Federal Credit Union a non-profit Utah corporation having an address of 5025 South Adams Avenue, Ogden, UT 84403 ("Grantee").

### WHEREAS:

- A. Grantors are the owners of a portion of the Property consisting of an approximately 37' x 267' strip of land (+/- 900 Square-feet), said portion is more particularly described on the attached Exhibit A (the "Property") more particularly described in Exhibit A and shown on the Exhibit B Plat Map attached hereto and made a part of this Agreement.
- B. Grantee is the previous owner the Property, and has used a portion of the Property for at least ten years as a means of ingress and egress to its credit union branch located immediately adjacent to the Property ("Grantee's Parcel").
- C. In consideration of the sale of the Property, the Grantors have agreed to grant to Grantee a permanent non-exclusive easement, in favor of and appurtenant to Grantee's parcel, for the sole purpose of allowing vehicle and pedestrian movement across the boundary line that runs through the parking area on Grantee's Parcel (the "Access Easement").

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Grant of Easement. Grantors grants and creates a perpetual, appurtenant nonexclusive easement for the purposes of vehicular and pedestrian ingress and egress to, from, over, upon and across the Property that has previously been used by Grantee as ingress and egress to the Grantee's Parcel, for the benefit of the owners, tenants and occupants of the other Grantee's Parcel and their respective representatives, agents, employees, contractors, guests and invitees.
3. Maintenance and Use of Access Easement. At all times, Grantee shall use the Access Easement in such a way that shall not unreasonably interfere, in Grantors' sole but reasonable judgment, with the normal and customary use of Grantors' Parcel by Grantors or pedestrians. Grantors will remain responsible, at their sole cost and expense, for any and all work (including maintenance, snow removal and repair work) that may be required for the Access Easement on their property.
4. Reservation by Grantors. Grantors reserve all rights of ownership in and to Grantors Parcel which are not inconsistent with this Agreement. Grantors further reserve the right to use

Grantors Parcel for all uses not materially and adversely interfering with the Access Easement granted to Grantee hereunder. Nothing herein contained shall create or be construed to have created any other right, interest, privilege or license in or to any portion of Grantors Parcel, other than as herein expressly set forth.

5. Miscellaneous. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Utah (without giving effect to principles of conflicts of law). Any claim, dispute, matter in question or legal proceeding arising out of, related to or in connection with this Agreement shall be brought in the courts of the State of Utah located in the County of Weber. This Agreement may not be modified, waived or amended except by a written agreement executed by the party against whom enforcement is sought. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings of the parties relating thereto. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. If any provision of this Agreement (or portion thereof) is determined by a court or other authority of competent jurisdiction to be unenforceable as drafted by virtue of the scope, duration, extent or character thereof or otherwise, then such provision (or portion thereof) shall be construed in a manner designed to effectuate the purposes of such provision (or portion thereof) to the maximum extent enforceable under applicable law. Each party hereby agrees not to elect a trial by jury and waives any right to trial by jury to the maximum extent permitted by law. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

EXECUTED BY THE FOLLOWING, GRANTORS AND GRANTEE, on the date of notarization appearing below:

**GRANTEE:**

Goldenwest Federal Credit Union

By: 

Its: ERIC FORD

**GRANTORS:**

317 Sycamore, LLC

By: K. Beau Ogzewalla 

Its: Manager 

3/20/23

**GRANTORS:**

Sector 317, LLC

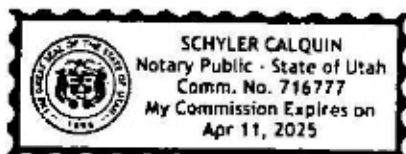
By: K. Beau Ogzewalla

Its: Manager

[NOTARIZATIONS ON FOLLOWING PAGE]

STATE OF UTAH )  
                  *Davis* :ss  
COUNTY OF ~~WEBER~~ )

On this 20 day of ~~January~~ *March*, 2023, personally appeared before me K. Beau Ogzewalla, who being by me duly sworn, did confirm that he is an authorized agent of **317 Sycamore, LLC** ("Grantors"), a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said corporation and he duly acknowledge to me he executed the same.

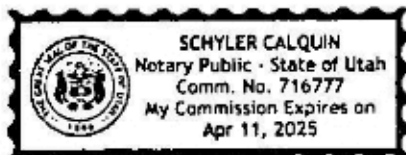


[SEAL]

Notary Public

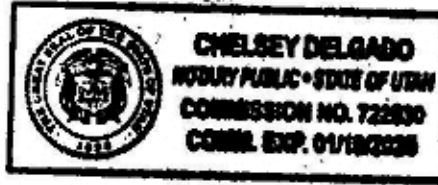
STATE OF UTAH )  
                  *Davis* :ss  
COUNTY OF ~~WEBER~~ )

On this 20 day of ~~January~~ *March*, 2023, personally appeared before me K. Beau Ogzewalla, who being by me duly sworn, did confirm that he is an authorized agent of **Sector 317, LLC** ("Grantors"), a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said corporation and he duly acknowledge to me he executed the same.



[SEAL]

Notary Public



STATE OF UTAH            )  
                                      :SS  
COUNTY OF WEBER        )

On this 13 day of January, 2023, personally appeared before me Darren Godfrey EVP / CFO, who being by me duly sworn, did confirm that he is an authorized agent of **Goldenwest Federal Credit Union** ("Grantee"), a Utah non profit corporation, and that the within and foregoing instrument was signed in behalf of said corporation and he duly acknowledge to me he executed the same.

[SEAL]

  
\_\_\_\_\_  
Notary Public

# EXHIBIT A

## Legal Description

A PORTION OF LAND THAT IS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 200 NORTH STREET, SAID POINT BEING SOUTH 00°30'47" WEST 4.30 FEET FROM THE NORTHEAST CORNER OF LOT 5, BLOCK 32, PLAT 'A', KAYSVILLE TOWNSITE SURVEY, SAID POINT BEING ALSO SOUTH 89°46'00" WEST ALONG THE QUARTER SECTION LINE 230.38 FEET AND SOUTH 00°30'47" WEST 144.70 FEET FROM THE CENTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°30'41" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 25.51 FEET; THENCE SOUTH 00°37'03" WEST 41.75 FEET; THENCE SOUTH 89°22'57" EAST 10.00 FEET; THENCE SOUTH 00°37'03" WEST 211.66 FEET; THENCE NORTH 89°32'46" WEST 35.51 FEET; THENCE NORTH 00°37'03" EAST 253.45 FEET TO THE POINT OF BEGINNING. NAD83 ROTATION IS 00°05'45" CLOCKWISE.

CONTAINS 8,582.11 SQ/FT OR 0.20 ACRES

# **EXHIBIT B**

**Plat Map**

