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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
3/29/2023 11:15:00 AM
FEE \$40.00 Pgs: 9
DEP eCASH REC'D FOR SECURED LAND TITLE

WHEN RECORDED MAIL TO:

Freeman Lovell, PLLC
Attn: Lindsey Teasdale
9980 S 300 W, Suite 200
Sandy, UT 84070

Affecting Parcel Nos.: 120470318
120470308
120470317

ACCESS EASEMENT AGREEMENT (FOOTPATH)

THIS ACCESS EASEMENT AGREEMENT ("Easement Agreement") is made as of this 27 day of March, 2023, between FSP8 Sunquest Development, LLC, a Utah limited liability company ("FSP8" or "Grantee") and Glen Eagle Golf Club, L.C., a Utah limited liability company ("Glen Eagle" or "Grantor"), with reference to the following facts:

WHEREAS, Glen Eagle is the owner of that certain real property located in Davis County, Utah, with Parcel ID Number 120470318 ("GE Property"), and which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, FSP8 is the owner of that certain real property located in Davis County, Utah, adjacent to the GE Property, with Parcel ID Numbers 120470308 and 120470317 (collectively the "FSP8 Property"), which is more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference;

WHEREAS, FSP8 desires pedestrian access over and across a portion of the GE Property as substantially shown on Exhibit "C" ("Easement Area") attached hereto and incorporated herein by this reference, and Glen Eagle desires to grant FSP8 a non-exclusive access easement as set forth herein.

NOW, THEREFORE, in consideration of the promises, covenants, easements and encumbrances contained herein, the parties do hereby agree as follows:

1. GRANT OF EASEMENT. Subject to the terms and conditions herein, Glen Eagle hereby grants to FSP8 and FSP8's affiliates, agents, invitees, successors and assigns, a perpetual non-exclusive easement over and across the Easement Area ("Access Easement") for purposes of constructing, maintaining, and replacing, as necessary, a footpath for pedestrian traffic. During the initial construction or subsequent repair or replacement of such footpath, the Easement Area shall temporarily also include such extended area as may be necessary to achieve such construction, repair or maintenance. In no event shall FSP8 be permitted to use the Easement Area for any purpose other than as provided for herein.

2. EASEMENT AREA. As of the date of this Easement Agreement, FSP8 is still pursuing all necessary governmental approvals and permits for the development of the footpath. The parties acknowledge and agree that the Easement Area as shown on Exhibit "C" is conceptual only and represents the location that FSP8 desires to locate the Easement Area. The actual location of the Easement Area is subject to approval from the applicable municipal authority and the reasonable approval of both parties hereto, which consent shall not be unreasonably withheld.

3. CONSTRUCTION OF FACILITIES. The Easement Area is currently unimproved. FSP8 shall obtain all necessary governmental permits and approvals and cause the improvement of the Easement

Area pursuant to civil plans approved and permitted by the applicable municipal authority; provided, FSP8 shall not be required to improve the Easement Area within any specified timeframe.

4. MAINTENANCE. FSP8 will keep and maintain the Easement Area in good condition and repair and otherwise in such condition as may be required by any and all covenants, conditions, restrictions, rules, ordinances, laws, or statutes applicable to the FSP8 and Glen Eagle Properties.

5. INDEMNIFICATION. FSP8 agrees to indemnify and hold harmless Glen Eagle from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney's fees, arising from or in any respect related to any exercise of or use of the Access Easement by FSP8 and FSP8's affiliates, agents, invitees, successors and assigns, except such injury, loss or damage as shall have been caused by the negligence or willful act of the indemnified party, its agents, invitees, or employees.

6. MISCELLANEOUS. This Easement Agreement contains all covenants and terms between FSP8 and Glen Eagle related to the terms herein. Except as otherwise expressly stated herein, any subsequent amendment or modification to this Easement Agreement must be in writing and agreed to by FSP8 and Glen Eagle. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Utah. This Easement Agreement and the terms contained herein shall run with the FSP8 Property and the GE Property, and shall be binding upon the successors, agents and assigns of FSP8 and Glen Eagle.

(Signature Page to Follow)

GRANTOR

Dated this March 27, 2023


Glen Eagle Golf Club, L.C.
a Utah limited liability company

By: Michael E McBride
Name: Michael E McBride
Its: Manager / member

ACKNOWLEDGMENT

State of Utah)
) ^{SS}
Salt Lake County)

Personally Michael E McBride came before me Samuel Jensen this day 27 of March, 2023, the above named and, to me known to be the person who executed the foregoing instrument and acknowledged the same.

 **SAMUEL JENSEN**
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 705495
COMM. EXP. 05-28-2023


Notary Signature

EXHIBIT "A"
GE Property

BEG AT A PT WH LIES N 0°14'42" E ALG THE SEC LINE & CENTER LINE OF 3000 WEST STR 251.86 FT & N 89°45'18" W PERP TO SD SEC LINE 418.00 FT FR THE SE COR OF SD SEC 8; & RUN TH N 89°53'49" W 246.94 FT, M/L, TO THE E LINE OF PPTY CONV IN CORRECTIVE QC DEED RECORDED 10/14/2022 AS E# 3503141 BK 8113 PG 718; TH ALG SD PPTY THE FOLLOWING THREE COURSES: N 0°06'11" W 60.04 FT, M/L, TO THE NE COR OF SD PPTY & N 89°54'06" W 499.57 FT TO THE NW COR OF SD PPTY & S 0°05'51" W 60.13 FT; TH N 89°53'49" W 1486.64 FT TO A PT INTERSEC THE CENTER SEC LINE; TH N 89°53'34" W 509.24 FT; TH N 0°06'11" E 368.13 FT; TH S 89°53'49" E 100.00 FT; TH N 0°06'11" E 394.77 FT; TH N 9°56'43" W 25.72 FT; TH S 89°53'49" E 1328.00 FT; TH N 01°02'52" W 584.59 FT; TH N 63°44'47" W 128.75 FT; TH N 69°01'32" W 132.78 FT; TH N 34°43'33" W 150.88 FT; TH S 87°29'31" W 190.61 FT; TH N 53°32'09" W 87.19 FT; TH N 83°37'15" W 316.08 FT, M/L, TO THE 1/4 SEC LINE; TH N 0°09'03" W 270.01 FT, M/L, TO A PT ON THE S'LY LINE OF LOT 208, INVERNESS SUB PHASE 2; TH N 64°12'21" E 83.91 FT; TH N 39°05'22" E 55.41 FT; TH N 80°00'00" E 100.00 FT; TH N 10°00'00" W 100.00 FT; TH N 80°00'00" E 187.59 FT TO THE BEG OF A CURVE TO THE LEFT SD CURVE HAVING A CENTER ALG OF 10°03'52" & A RAD OF 360.00 FT (CH BEARS N 74°58'04" E 63.15 FT); TH ALG THE ARC 63.24 FT TO THE PT OF TANGENCY; TH N 69°56'08" E 114.37 FT; TH S 31°04'38" E 137.93 FT; TH S 42°09'28" E 124.68 FT; TH S 52°26'27" E 123.64 FT; TH S 55°43'57" E 214.00 FT; TH S 62°15'18" E 109.76 FT; TH S 71°17'59" E 117.94 FT; TH S 80°45'45" E 756.35 FT; TH N 35°03'16" E 246.76 FT; TH N 0°13'00" E 97.66 FT; TH S 89°47'00" E 163.76 FT; TH S 0°14'42" W 1919.22 FT TO THE POB. (NOTE: ROTATION TO NAD83 0°20'17" CLOCKWISE.) CONT 87.5765 ACRES SD PARCEL LIES WITHIN SEC 8-T4N-R2W, SLB&M. ALSO, BEG AT A PT WH LIES S 89°45'33" E 1792.70 FT & S 0°15'27" W 670.14 FT FR THE W 1/4 COR OF SD SEC 8; & RUN TH N 0°07'31" W 158.48 FT TO A PT ON THE S LINE OF LOT 106, INVERNESS SUB PHASE 1 AMD; TH S 89°57'57" E 140.15 FT; TH N 0°03'21" E 52.18 FT; TH N 88°25'09" E 252.77 FT; TH N 80°11'04" E 141.02 FT; TH N 87°18'33" E 130.09 FT; TH S 77°12'05" E 142.95 FT; TH N 64°12'21" E 67.28 FT TO THE E'LY LINE OF HWID LINE & THE 1/4 SEC LINE; TH S 0°09'03" W 268.70 FT, M/L, TO A PT ON THE N LINE OF WARRANTY DEED RECORDED 05/25/2005 AS E# 2076272 BK 3795 PG 899; TH N 83°37'15" W 16.87 FT; TH N 83°37'15" W 301.46 FT; TH S 89°47'52" W 542.92 FT TO THE POB. SD PARCEL IS LOC WITHIN SEC 8-T4N-R2W, SLB&M; KNOWN AS PART OF PARCEL 2. CONT 4.26 ACRES TOTAL ACREAGE 91.8365 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Parcel ID 120470318

EXHIBIT "B"
FSP8 Property

Legal Description:

PARCEL 1:

A PARCEL OF LAND WHICH LIES WITHIN THE SOUTH HALF OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH LIES NORTH 89°53'49" WEST ALONG THE SOUTH LINE OF SAID SECTION 8, 32.93 FEET AND NORTH 00°06'11" EAST 33.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 8, SAID POINT ALSO LIES ON THE NORTH RIGHT OF WAY LINE OF 1700 SOUTH STREET AND THE WEST RIGHT OF WAY LINE OF 3000 WEST STREET AND RUNNING THENCE NORTH 89°53'48" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 621.40 FEET; THENCE NORTH 00°06'11" EAST 219.98 FEET; THENCE SOUTH 89°53'49" EAST 236.94 FEET; THENCE NORTH 00°14'42" EAST 566.39 FEET; THENCE SOUTH 89°45'18" EAST 385.00 FEET TO THE WEST RIGHT OF WAY LINE OF 3000 WEST STREET, THENCE SOUTH 00°14'42" WEST ALONG SAID WEST RIGHT OF WAY LINE, 785.42 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THERE FROM THAT PORTION OF THE LAND CONVEYED TO UTAH DEPARTMENT OF TRANSPORTATION BY THAT CERTAIN WARRANTY DEED RECORDED SEPTEMBER 23, 2015 AS ENTRY NO. 2894730 IN BOOK 6357 AT PAGE 666 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR A STATE ROUTE TRAFFIC SIGNAL KNOWN AS PROJECT NO. S-0127(4)1, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SECTION 08, TOWNSHIP 4 NORTH RANGE 2 WEST SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEAST CORNER OF GRANTOR'S LAND, WHICH POINT IS 33.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CONTROL LINE OF SAID PROJECT AT ENGINEER STATION 53+11.58 WHICH POINT ALSO BEING 33.00 FEET (32.93 FEET BY RECORD) NORTH 89°53'49" WEST ALONG THE SOUTH SECTION LINE OF SAID SECTION 08, AND 33.00 FEET NORTH 00°06'11" EAST FROM THE SOUTHEAST CORNER OF SAID SECTION 08 AND RUNNING THENCE NORTH 89°53'48" WEST 21.43 FEET ALONG THE NORTH RIGHT OF WAY LINE OF SR-127 TO A POINT BEING 53.57 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CONTROL LINE OF SAID PROJECT AT APPROXIMATE ENGINEER STATION 53+11.52; THENCE NORTH 34°07'31" EAST 38.45 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF 3000 WEST AND TO A POINT BEING 32.14 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CONTROL LINE OF SAID PROJECT AT APPROXIMATE ENGINEER STATION 53+43.45; THENCE SOUTH 00°14'42" WEST 31.87 FEET ALONG SAID WEST RIGHT OF WAY LINE TO THE POINT OF BEGINNING (NOTE: ROTATE ALL BEARINGS IN THE ABOVE DESCRIPTION 0°20'12" CLOCKWISE TO MATCH HIGHWAY BEARINGS.)

ALSO LESS AND EXCEPTING THEREFROM THAT PORTION OF THE LAND CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY THAT CERTAIN WARRANTY DEED RECORDED JANUARY 04, 2022, AS ENTRY NO. 3447440 IN BOOK 7918 AT PAGE 1377 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 08, TOWNSHIP 4 NORTH RANGE 2 WEST SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF SR-67 WEST DAVIS HIGHWAY, KNOWN AS PROJECT NO. SR199(229). THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS 33.00 FEET NORTH 89°53'48" WEST ALONG THE SECTION LINE AND 33.00 FEET NORTH 00°06'11" EAST AND 21.43 FEET NORTH 89°53'48" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 8; AND RUNNING THENCE NORTH 89°53'48" WEST 599.97 FEET ALONG THE EXISTING NORTHERLY RIGHT OF WAY LINE OF ANTELOPE DRIVE TO THE SOUTHWEST CORNER OF SAID ENTIRE TRACT; THENCE NORTH 00°06'11" EAST 30.02 FEET ALONG THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 47.74 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE ANTELOPE DRIVE RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 7010+90.35; THENCE NORTH 86°02'34" EAST 107.41 FEET TO A POINT 55.48 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE ANTELOPE DRIVE RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE ENGINEERS STATION 7011+97.48; THENCE NORTH 88°53'59" EAST 271.38 FEET TO A POINT 61.50 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE ANTELOPE DRIVE RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE ENGINEERS STATION 7014+68.79; THENCE SOUTH 89°49'42" EAST 205.08 FEET, PARALLEL WITH SAID RIGHT OF WAY CONTROL LINE, TO A POINT 61.50 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE ANTELOPE DRIVE RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE ENGINEERS STATION 7016+73.87; THENCE NORTH 45°12'28" EAST 26.86 FEET TO A POINT 52.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE 3000 WEST RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE ENGINEERS STATION 803+15.09; THENCE NORTH 11°33'14" EAST 10.20 FEET TO A POINT 50.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE 3000 WEST RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE ENGINEERS STATION 803+25.09; THENCE NORTH 00°14'38" EAST 350.87 FEET, PARALLEL WITH SAID RIGHT OF WAY CONTROL LINE, TO A POINT 50.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE 3000 WEST RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE ENGINEERS STATION 806+75.96; THENCE NORTH 07°18'11" EAST 40.76 FEET TO A POINT 45.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE 3000 WEST RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE ENGINEERS STATION 807+16.41; THENCE NORTH 02°14'38" EAST 314.93 FEET TO A POINT 34.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE 3000 WEST RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE ENGINEERS STATION 810+31.15; THENCE NORTH 00°14'38" EAST 7.36 FEET, PARALLEL WITH SAID RIGHT OF WAY CONTROL LINE, TO THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT AT A POINT 34.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE 3000 WEST RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 810+38.51; THENCE SOUTH 89°45'18" EAST 1.00 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO THE EXISTING

WESTERLY RIGHT OF WAY LINE OF 3000 WEST STREET; THENCE ALONG SAID EXISTING WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) SOUTH 00°14'42" WEST 753.55 FEET; (2) THENCE SOUTH 34°07'31" WEST 38.45 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

(NOTE: ROTATE ABOVE BEARINGS 00°20'24" CLOCKWISE TO EQUAL NAD83 HIGHWAY BEARINGS).

Tax Parcel No. 12-047-0308

PARCEL 2:

A PART OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 32.93 FEET N89°53'48"W AND 22.02 FEET N0°06'11"E FROM THE SOUTHEAST CORNER OF SAID SECTION 8 AND RUNNING: THENCE N°06'11"E 197.96 FEET; THENCE N89°53'49"W 10.00 FEET; THENCE S0°06'11"W 198.67 FEET; THENCE N86°02'05"E 10.03 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF 1700 SOUTH STREET TO THE POINT OF BEGINNING.

(NOTE: ROTATE ABOVE BEARINGS 0°20'25" CLOCKWISE TO EQUAL NAD83 HIGHWAY BEARINGS.)

Tax Parcel No. 12-047-0317

EXHIBIT "C"
Easement Area

