

WHEN RECORDED, MAIL TO:  
Flagship Development Inc.  
170 S. Interstate Plaza #250  
Lehi, UT 84043  
Attn: Pete Evans

## PERPETUAL ACCESS EASEMENT

**THIS PERPETUAL ACCESS EASEMENT** is given this 4th day of February, 2016, by FLAGSHIP DEVELOPMENT, INC., a Utah corporation ("Grantor"), to WATERS EDGE HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation ("Grantee"). Herein, the term "Grantor" shall include any and all successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

### WITNESSETH

**WHEREAS**, Grantor is the fee simple owner of certain lands situated in Utah County, State of Utah, and more specifically described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, Grantor has agreed to grant and convey to Grantee, a perpetual non-exclusive access easement over, on, under, upon, and across the Property for the specific and limited purposes set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual, nonexclusive easement for and in favor of Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect for the duration provided below.

The scope, nature, and character of this Easement shall be as follows:

1. Recitals. The recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.

2. Grant of Easement. Subject to the terms and conditions set forth herein, Grantor hereby grants to Grantee a perpetual non-exclusive access easement over, on, under, upon, and across the Property so that Grantee can access the Property to construct a monument and associated landscaping on the Property (the "Monument") and thereafter reconstruct, maintain, repair, improve and replace the Monument. Grantee covenants and agrees that it shall make no use of this Easement, which is inconsistent with the rights hereby conveyed or exceeds the scope of the rights herein granted. Grantor and Grantee hereby agree that the Monument shall be of a kind, character, size and scope determined by Grantee in Grantee's sole and absolute discretion and that Grantor shall not interfere with the approval, construction, reconstruction, maintenance,

repair, improvement and replacement of the same by Grantee. Grantee and Grantor further agree that Grantee shall be responsible at its sole expense, to maintain, repair and replace the Monument and to maintain the associated landscaping so that at all times that the Monument is located on the Property the Monument remains in good condition and repair and the associated landscaping is maintained.

3. No Dedication. No dedication or permanent right of access by the general public to any portion of the Property is conveyed by this Easement.

4. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to the Property may be used and enjoyed without interfering with the rights conveyed by this Easement are reserved to Grantor.

5. Grantee's Indemnification. Grantee shall, and does hereby, indemnify, defend and hold harmless Grantor, its affiliates, and the managers, members, officers, employees, legal counsel, agents, successors and assigns of any and each of them (each, including Grantor, an "Indemnified Party"), for, from and against any cost, expense, liability, loss, cause of action or claim which may or might arise or be incurred with respect to the exercise and/or use of the rights and privileges granted in this Easement by Grantee or any other person or entity, including, but not limited to, members of the general public (a "Loss"). Should any Indemnified Party incur any Loss, the amount thereof, including costs, expenses and reasonable attorneys' fees, including any fees from the appeal on any judicial action, shall be immediately payable on demand with interest at the most recently applicable statutory rate of interest in the State of Utah. Notwithstanding any provision herein to the contrary, Grantor shall not be required to indemnify any Indemnified Party for any liability or defense of any claim arising out of or resulting from the gross negligence or willful misconduct of such Indemnified Party.

6. Duration. This Easement shall remain in full force and effect perpetually. This Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Utah County, State of Utah.

IN WITNESS WHEREOF, Grantor hereunto set its authorized hand this 4th day of February, 2016.

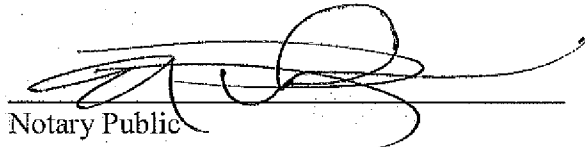
FLAGSHIP DEVELOPMENT, INC.

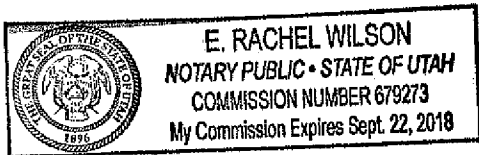
By: \_\_\_\_\_

Nathan T. Hutchinson, President

State of Utah            )  
                                  §  
County of Utah         )

On the 4th day of February, 2016, before me, the undersigned Notary Public, personally appeared Nathan T. Hutchinson, President of Flagship Development, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and proved to me that he/she/they executed the same in his/her/their authorized capacity(ies) through a resolution by the board of directors dated August 29, 2015, and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

  
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Notary Public



**EXHIBIT "A"**Legal Description

## Entry Monument and Landscape Easement Description

Commencing at a point which is North 1850.83 feet and West 187.19 feet from the Southeast Corner of Section 7, Township 6 South, Range 2 East, Salt Lake Base and Meridian thence Northwesterly 141.10 feet along the arc of a 227.50 foot radius curve to the right through a central angle of  $35^{\circ}32'10''$ , the chord of which bears North  $70^{\circ}21'39''$  West 138.85 feet; thence North  $74^{\circ}24'40''$  East 85.07 feet; thence South  $54^{\circ}14'12''$  East 50.81 feet; thence South  $10^{\circ}48'16''$  East 40.55 feet to the point of beginning.

Basis of Bearing: North  $89^{\circ}25'01''$  East from the Southeast Corner of Section 7 to the South Quarter Corner of Section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian