

E 2553826 B 5112 P 821-826

RICHARD T. MAUGHAN

DAVIS COUNTY, UTAH RECORDER

9/20/2010 2:07:00 PM

FEE \$20.00 Pgs: 6

DEP eCASH REC'D FOR FOUNDERS TITLE CO - LAYTON

When recorded mail to

Walter T. Merrill, P.C.
798 Signal Hill
Fruit Heights, UT 84037

06 - 008 - 0027

FD-45277

ACCESS EASEMENT

WHEREAS, Parrish Holdings, LLC, a Utah limited liability company (hereinafter Grantor), is the owner and entitled to possession of real property situated in Centerville City, Davis County, Utah (Grantor Property), more particularly described on Exhibit "A", attached hereto and by this reference incorporated herein.

WHEREAS, Legacy Crossing, LLC, a Utah limited liability company (hereinafter Grantee), has entered into that certain Real Estate Purchase Contract and Cooperative Development Agreement with Grantor, pursuant to which Grantee will develop and purchase all of the Grantor Property, over the period of development.

WHEREAS, Grantee desires an easement for ingress and egress as well as an easement for the installation and ongoing maintenance of public utilities over and across a portion of the Grantor Property (Easement Area), for the benefit of all of the Grantor Property, except for the Easement Area, which Easement Area is more particularly described on Exhibit "B" and depicted on Exhibit "A", both of which are attached hereto and by this reference incorporated herein.

WHEREAS, Grantor is willing to grant and convey the easement to Grantee upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the Grantor paid by Grantee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby conveys and grants to Grantee, its successors, transfers, and assigns, a nonexclusive perpetual easement on, over, across and through the Easement Area for vehicular and pedestrian ingress to and egress from all of the Grantor Property as well as an easement for the installation and ongoing maintenance of public utilities, except for the Easement Area.

The Easement Area shall remain in the location depicted on Exhibit "A" unless changed by an amendment to this Access Easement entered into by the parties or their respective successors, transfers, or assigns.

Grantee, its successors, transfers, and assigns, shall be responsible for the repair and maintenance of the Easement Area, including, but not limited to, snow removal, sweeping, re-paving, seal coating and striping of the same.

Grantors right to use of the Easement Area shall terminate upon transfer of all of the Grantor Property to Grantee, its successors, transfers, and assigns, pursuant to the Real Estate Purchase Contract and Cooperative Development Agreement. Until such time, each party shall indemnify,

defend and hold the other party harmless from and against any loss, cost, damage or expense, including claims for death or injury to persons or damage to property, and including without limitation attorneys= fees and court costs, which may arise out of or in connection with or by reason of the use of the Easement Area by the indemnifying party and its respective tenants, customers, employees, agents, and invitees.

In the event it becomes necessary for any party to employ the service of an attorney in connection herewith, either with or without litigation, the prevailing party shall be entitled to payment from the non-prevailing party of reasonable attorneys fees and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns and successors of Grantor and Grantee. The easement granted hereunder shall burden the Easement Area as the servient estate and benefit all of the Grantor Property, except for the Easement Area, as the dominant estate.

This Access Easement shall be construed in accordance with and governed by the laws in the State of Utah.

IN WITNESS WHEREOF, this Easement is executed this 15th day of Sept., 2010.

GRANTOR:

PARRISH HOLDINGS, LLC, a Utah limited liability company

By: [Signature]
Craig Mogel, Manager

State of Utah)

County of Summit) ss.

On the 15th day of Sept., 2010, personally appeared before me Craig Mogel, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

[Signature]
Notary Public

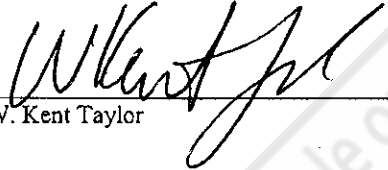
Residing at: Park City, UT
My Commission Expires:

7-18-14



CONSENT OF BENEFICIARY

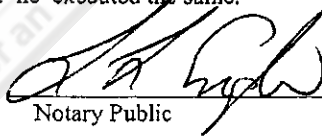
The undersigned W. Kent Taylor (Beneficiary) hereby consents to the terms and conditions of this Access Easement and agrees that in the event of future default and foreclosure of the Trust Deed recorded in his favor against the subject property, not to terminate the access and other easement rights conveyed herein. Beneficiary further agrees to the recordation of the contemplated subdivision plat as well as the road dedication plat.


W. Kent Taylor

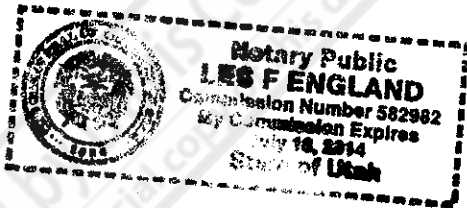
STATE OF Utah)

: SS
County of Summit

On the 15th day of September, 2010, personally appeared before me W. Kent Taylor, the signer(s) of the within instrument, who duly acknowledged to me that he executed the same.


Notary Public

My Commission Expires:
Residing at:



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KRR
 June 29, 2010
 L-1882

**Legacy Crossing Phase 1 Legal Description of Private Roadway
 (Legacy Crossing Boulevard)**

Beginning at a point North $0^{\circ}05'33''$ West 2016.09 feet along the section line and West 1329.86 feet from the Southeast Corner Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running;

thence South $35^{\circ}03'54''$ East 7.46 feet;

thence southeasterly 21.28 feet along the arc of a 25.00 foot radius curve to the left, (center bears North $54^{\circ}56'06''$ East and long chord bears South $59^{\circ}27'08''$ East 20.65 feet, with a central angle of $48^{\circ}46'29''$);

thence southeasterly 99.76 feet along the arc of a 756.00 foot radius curve to the right, (center bears South $6^{\circ}09'38''$ West and long chord bears South $80^{\circ}03'34''$ East 99.69 feet, with a central angle of $7^{\circ}33'38''$);

thence southeasterly 404.54 feet along the arc of a 1218.00 foot radius curve to the left, (center bears North $13^{\circ}43'15''$ East and long chord bears South $85^{\circ}47'38''$ East 402.68 feet, with a central angle of $19^{\circ}01'47''$);

thence southeasterly 282.27 feet along the arc of a 557.00 foot radius curve to the right, (center bears South $5^{\circ}18'32''$ East and long chord bears South $80^{\circ}47'27''$ East 279.26 feet, with a central angle of $29^{\circ}02'10''$);

Thence southeasterly, southerly, westerly and northwesterly 155.14 feet along the arc of a 37.00 foot radius curve to the right, (center bears South $5^{\circ}26'10''$ East and long chord bears South $24^{\circ}40'52''$ West 64.01 feet, with a central angle of $240^{\circ}14'04''$);

Thence northwesterly 248.77 feet along the arc of a 493.00 foot radius curve to the left, (center bears South $23^{\circ}36'12''$ West and long chord bears South $80^{\circ}51'10''$ West 246.14 feet, with a central angle of $28^{\circ}54'44''$);

Thence northwesterly 425.79 feet along the arc of a 1282.00 foot radius curve to the right, (center bears North $5^{\circ}18'32''$ West and long chord bears North $85^{\circ}47'39''$ West 423.84 feet, with a central angle of $19^{\circ}01'47''$);

Thence northwesterly 45.90 feet along the arc of a 692.00 foot radius curve to the left, (center bears South $13^{\circ}43'15''$ West and long chord bears North $78^{\circ}10'46''$ West 45.90 feet, with a central angle of $3^{\circ}48'03''$);

Thence southwesterly 71.49 feet along the arc of a 99.22 foot radius curve to the left, (center bears South $9^{\circ}55'12''$ West and long chord bears South $79^{\circ}16'42''$ West 69.95 feet, with a central angle of $41^{\circ}17'00''$);

thence southwesterly 5.60 feet along the arc of a 35.50 foot radius curve to the left, (center bears South $31^{\circ}21'48''$ East and long chord bears South $54^{\circ}07'00''$ West 5.60 feet, with a central angle of $9^{\circ}02'25''$);

thence northeasterly 113.78 feet along the arc of a 77.00 foot radius curve to the left, (center bears North $40^{\circ}24'13''$ West and long chord bears North $7^{\circ}15'55''$ East 103.71 feet, with a central angle of $84^{\circ}39'41''$) to the point of beginning.

Contains 53,946 square feet, 1.238 acres.

June 29, 2010
Date



Keith R. Russell
License no. 164386



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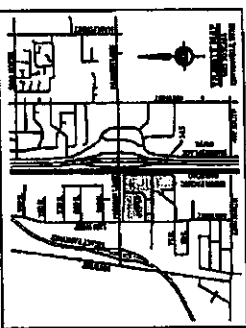
ENSIGN
 1250 WEST STREET
 CENTERVILLE, UT 84501
 PHONE: 801-734-1000
 FAX: 801-734-1001
 WWW.ENSIGN.COM

LEGACY CROSSING
 1250 WEST STREET
 CENTERVILLE CITY, UTAH

PRELIMINARY SITE DIMENSION PLAN

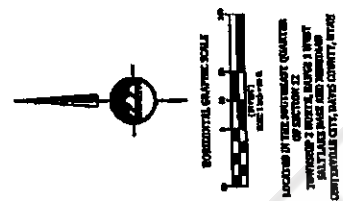
DATE: 08/14/12
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: AS SHOWN

E-2



NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENT
1	Phase 1 - 1250 West Street	10,000	100%
2	Phase 2 - 1250 West Street	10,000	100%
3	Phase 3 - 1250 West Street	10,000	100%
4	Phase 4 - 1250 West Street	10,000	100%
5	Phase 5 - 1250 West Street	10,000	100%
6	Phase 6 - 1250 West Street	10,000	100%
7	Phase 7 - 1250 West Street	10,000	100%
8	Phase 8 - 1250 West Street	10,000	100%
9	Phase 9 - 1250 West Street	10,000	100%
10	Phase 10 - 1250 West Street	10,000	100%

- LEGEND**
- 1. EXISTING CURB
 - 2. PROPOSED CURB
 - 3. EXISTING SIDEWALK
 - 4. PROPOSED SIDEWALK
 - 5. EXISTING DRIVEWAY
 - 6. PROPOSED DRIVEWAY
 - 7. EXISTING DRIVE
 - 8. PROPOSED DRIVE
 - 9. EXISTING DRIVEWAY
 - 10. PROPOSED DRIVEWAY
 - 11. EXISTING DRIVEWAY
 - 12. PROPOSED DRIVEWAY
 - 13. EXISTING DRIVEWAY
 - 14. PROPOSED DRIVEWAY
 - 15. EXISTING DRIVEWAY
 - 16. PROPOSED DRIVEWAY
 - 17. EXISTING DRIVEWAY
 - 18. PROPOSED DRIVEWAY
 - 19. EXISTING DRIVEWAY
 - 20. PROPOSED DRIVEWAY



LOCATED IN THE UNINCORPORATED QUARTER
 OF SECTION 12
 TOWNSHIP 34S AND RANGE 10E
 SALT LAKE BASIN AND MOUNTAIN
 COUNTY, UTAH

