

WHEN RECORDED, RETURN TO:

Village Square PG, LLC
Exchange Place, Building B
14034 South 145 East Suite 204
Draper, Utah 84020



ENT 201021:2021 PG 1 of 8
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Dec 02 11:45 am FEE 40.00 BY TH
RECORDED FOR FOSSIL COVE

Tax Parcel No. 54-199-0010

ACCESS EASEMENT AGREEMENT

This ACCESS EASEMENT AGREEMENT (“Agreement”) is executed this 2nd day of December, 2021 by and between SECURITY SERVICE FEDERAL CREDIT UNION (collectively, “Grantor”) in favor of the VILLAGE SQUARE PG, LLC, a Utah limited liability company (“Grantee”).

RECITALS:

A. Grantor is the fee simple owner of those certain parcels of real property located in Pleasant Grove, Utah County, State of Utah, as more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (“Property”).

B. Grantor is willing to grant an access easement to “Owner” (as defined below) over and across that certain portion of the Property described on Exhibit “B,” attached, and depicted on Exhibit “C,” attached (the “Easement Area”), upon the terms and conditions of this Agreement.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. Definition of VS Owner. “VS Owner” hereinafter refers to Grantee and any successor record owner of the property described on Exhibit “D” attached hereto and incorporated herein (“VS Owner Property”), whether one or more persons or entities, of the VS Owner Property. The term “VS Owner” shall not include any person or entity having an interest in the Property merely as security for the performance of an obligation or payment of any indebtedness. Upon the conveyance by Grantee (or any successor VS Owner) of its interest in the VS Owner Property, Grantee (or such conveying VS Owner, as applicable) shall be released from all obligations under this Agreement which arise on or after such conveyance.

2. Grant of Access Easement. Grantor hereby grants and conveys to VS Owner, and to its tenants, invitees, successors and assigns, a perpetual non-exclusive access easement and right of way for pedestrian access upon and across the Easement Area. Grantee further shall have the right to make improvements to the Easement Area which are consistent with the depiction attached hereto as Exhibit “C”.

3. **Maintenance.** VS Owner shall at its sole cost and expense, use commercially reasonable efforts to (a) construct, repair, replace, restore, and maintain the Easement Area in an attractive, well-maintained condition, (b) keep the Easement Area reasonably clean and free of rubbish, debris, filth, refuse, snow, ice, standing water, graffiti, and hazards to persons using the Easement Area, and (c) inspect the Easement Area on a regular basis in order to detect needed repairs or maintenance.

4. **Insurance.** VS Owner will obtain and maintain at all times, in full force and effect, a policy of general liability insurance issued by an insurance company authorized to do business in the State of Utah. Each such liability insurance policy shall cover claims arising with respect to VS Owner's liability relating to the Easement Area. Upon reasonable request, VS Owner shall provide evidence of such insurance policy to Grantor.

5. **Improvements.** In exchange for the grant of the easement contemplated by this Agreement, Grantee hereby agrees to re-stripe and slurry seal the asphalt parking areas located to the south of the existing building upon the Property, on a one time basis concurrently with the installation by Grantee of the improvements contemplated to be installed by Grantee upon the Easement Area.

6. **Covenants Running with the Land.** The Easement, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions, covenants, and conditions running with the land and shall inure to the benefit of and be binding upon Grantor, Grantee, VS Owner, its grantees, and its respective heirs, personal representatives, successors, and assigns.

7. **Construction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The headings and captions contained herein are inserted for convenience of reference only and are not to be deemed part of or to be used in construing any provision of this Agreement. When used herein, the singular shall include the plural and vice versa. The rights and duties arising under this Agreement impose an obligation of reasonableness and good faith in performance and enforcement. Should any provision of this Agreement be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining provisions.

8. **Amendment.** This Agreement constitutes the entire agreement between the parties and cannot be modified without the written approval of both parties.

9. **Counterparts.** This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the parties have executed this Agreement this 2nd day of December, 2021.

GRANTOR:

SECURITY SERVICE FEDERAL CREDIT UNION

By: Jan Boh SFCU
Name: Jason Becker
Title: Facilities Manager of Utah

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

This instrument was acknowledged before me this 2nd day of December, 2021, by Jason Becker, the Facilities Manager of Security Service Federal Credit Union, on behalf of the same.

Gina Francom
NOTARY SIGNATURE AND SEAL



GRANTEE:

VILLAGE SQUARE PG, LLC, a Utah limited liability company

By: DAI Managers, LLC, a Utah limited liability company, its Manager

By: 

Name: Joseph Salisbury

Title: Manager

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 1st day of December, 2021, personally appeared before me Joseph Salisbury, who being by me duly sworn did say he is the Manager of DAI Managers, LLC, a Utah limited liability company, the Manager of Village Square PG, LLC, a Utah limited liability company, on behalf of the same.

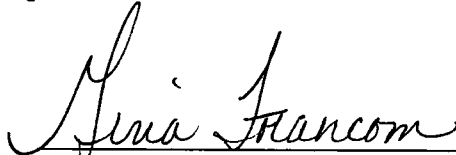

NOTARY SIGNATURE AND SEAL



EXHIBIT A

DESCRIPTION OF PROPERTY

PARCEL 11, VILLAGE SQUARE AT PLEASANT GROVE PLAT "C" subdivision according to the official plat thereof on file in the office of the Utah County Recorder, located in the Southeast Quarter of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian.

EXHIBIT B

EASEMENT AREA DESCRIPTION

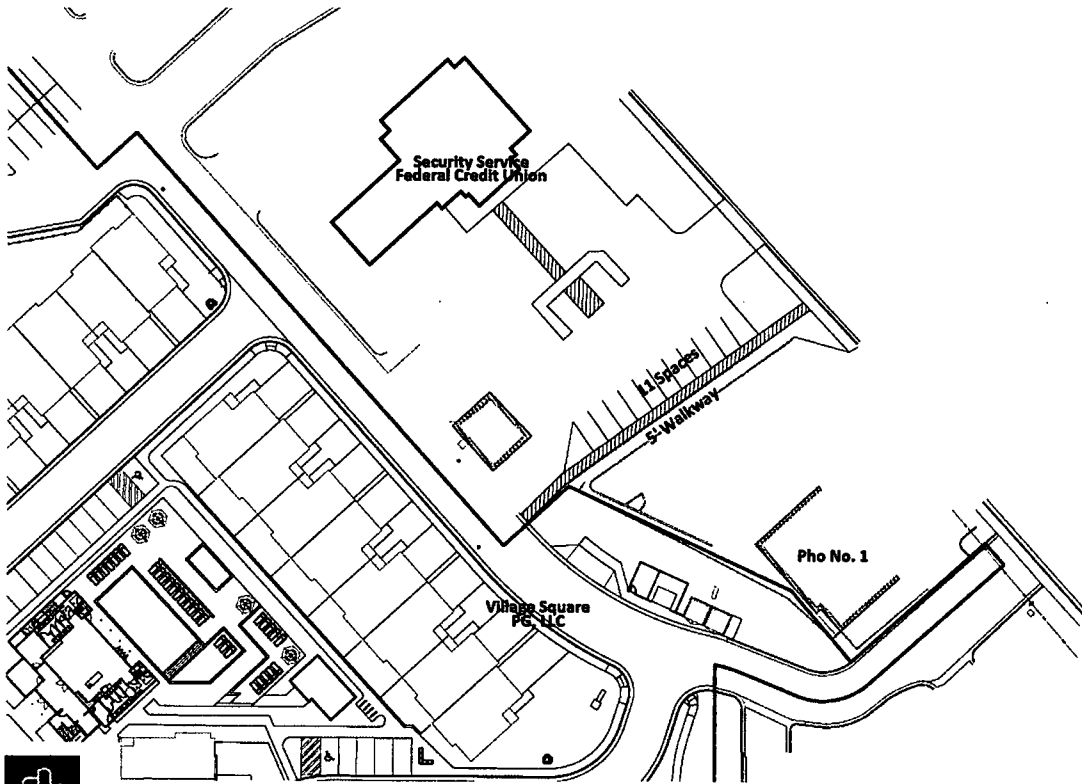
SIDEWALK EASEMENT

A portion of PARCEL 11, VILLAGE SQUARE AT PLEASANT GROVE PLAT "C" subdivision according to the official plat thereof on file in the office of the Utah County Recorder, located in the Southeast Quarter of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian, described as follows:

Beginning at a point on the westerly right-of-way line of Highway 89 (also being the easterly line of said Parcel 11), said point being located S0°22'25"E along the Section Line 741.54 feet and East 179.09 feet from the East 1/4 Corner of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence S42°05'24"E along said right-of-way line to the Southeast Corner of said Parcel 8.06 feet; thence along the boundary of said Parcel 11 the following three (3) courses: S55°07'49"W 137.36 feet; thence S47°54'36"W 43.73 feet; thence N42°05'24"W 8.00 feet; thence N47°54'36"E 44.23 feet; thence N55°07'49"E 136.85 feet to the point of beginning.
Contains: ±0.03 Acres
±1,449 Sq. Ft.

EXHIBIT C

DEPICTION OF EASEMENT AREA



November 16, 2021



Concept Plan
Village Square Development
882 S State St, Pleasant Grove, Utah

EXHIBIT D

DESCRIPTION OF VS OWNER PROPERTY

PARCEL 11, VILLAGE SQUARE AT PLEASANT GROVE PLAT "C" subdivision according to the official plat thereof on file in the office of the Utah County Recorder, located in the Southeast Quarter of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian.

PART PARCEL 6, PLAT A, VILLAGE SQUARE AT PLEASANT GROVE SUB DESCRIBED AS FOLLOWS:; COM S 932.34 FT & W 236.02 FT FR E 1/4 COR. SEC. 29, T5S, R2E, SLB&M.; N 86 DEG 2' 54" E 166.19 FT; S 4 DEG 6' 0" E 151.62 FT; N 89 DEG 52' 48" W 4.94 FT; S 4 DEG 6' 0" E 164.07 FT; N 89 DEG 46' 14" W 370.73 FT; N 88 DEG 5' 0" W 111.88 FT; N 7 DEG 21' 14" E 86.83 FT; N 85 DEG 0' 0" E 304.57 FT; N 4 DEG 45' 0" W 186.18 FT TO BEG. AREA 1.890 AC. ALSO LOT 5, PLAT B, VILLAGE SQUARE AT PLEASANT GROVE SUB. AREA 4.086 AC. ALSO LOT 8, PLAT B, VILLAGE SQUARE AT PLEASANT GROVE SUB. AREA 1.095 AC. ALSO COM S 867.18 FT & W 488.23 FT FR E 1/4 COR. SEC. 29, T5S, R2E, SLB&M.; S 7 DEG 21' 14" W 278.16 FT; S 85 DEG 0' 0" W 20.07 FT; N 8 DEG 31' 0" E 282.69 FT; S 81 DEG 55' 53" E 13.87 FT TO BEG. AREA 0.108 AC. TOTAL AREA 7.179 AC.