



WHEN RECORDED, PLEASE RETURN TO:

Nicole C. Evans  
Ballard Spahr LLP  
201 So. Main Street, Suite 800  
Salt Lake City, UT 84111-2221

**Tax Parcel Number:**

*(space above for Recorder's use only)*

**NON-EXCLUSIVE ACCESS AND PARKING EASEMENT AGREEMENT**

THIS NON-EXCLUSIVE ACCESS AND PARKING EASEMENT AGREEMENT (this "Agreement") is made and entered into as of November 18th, 2021 by and between Water's Edge Properties, LLC, a Utah limited liability company (hereinafter referred to as "Grantor"), and Lake Residences at Bear Lake Condominium Association, Inc., a Utah nonprofit corporation (hereinafter referred to as "Grantee").

**WITNESSETH**

WHEREAS, Grantor is the owner of that certain tract of land located in the City of Garden City, Rich County, Utah, as depicted on the Depiction of Easement Area, attached hereto as **Exhibit A**, and as more particularly described on **Exhibit B**, attached hereto and made part hereof (the "Parking Easement Property"); and

WHEREAS, Grantee is the Condominium Association which manages and operates the Condominium Project on that certain parcel of land located contiguous to the Access Easement Property and the Parking Easement Property, as depicted on **Exhibit A**, and as more particularly described on **Exhibit C** attached hereto and made a part hereof by reference (collectively, the "Grantee Property"); and

WHEREAS, in connection with the operation of the Grantee Property, Grantee requires access to and a parking easement upon the Access Easement Property and the Parking Easement Property, as hereinafter provided; and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Access Easement.** Grantor hereby grants to Grantee a non-exclusive access easement over and across the Access Easement Property for vehicular and pedestrian access, ingress and egress from and to 150 South and the Parking Easement Area, in order to access the Grantee Property. Grantor hereby grants such easement to Grantee SUBJECT TO all covenants, conditions, easements, right-of-way, reservations and restrictions now of record.

2. **Grant of Parking Easement.** Grantor hereby grants to Grantee a non-exclusive parking easement over and across the Parking Easement Property for parking on the Parking Easement Property. Grantor hereby grants such easement to Grantee SUBJECT TO all covenants, conditions, easements, right-of-way, reservations and restrictions now of record.

3. **Mortgage Subordination.** Any mortgage, deed to secure debt or deed of trust affecting any portion of the Access Easement Property and Parking Easement Property shall at all times be subject and subordinate to the terms of this Agreement, and any party foreclosing any such mortgage, deed to secure debt or deed of trust, or acquiring title by deed in lieu of foreclosure or sale under power shall acquire title subject to all of the terms and provisions of this Agreement.

4. **Benefit.** The easement rights and restrictions granted hereby shall be solely for the benefit of Grantee, its successors and assigns, and their agents, employees, servants, contractors, subcontractors, invitees, licensees and lenders. In addition, Grantee shall have the right to grant to the Garden City, Rich County, or any other government or quasi-governmental entities or agencies, a right to use the Access Easement Area and Parking Easement Area, for fire, safety and other emergency purposes, as Grantee shall reasonably determine. Nothing herein shall be construed as creating any rights in or for the benefit of the general public. Further, no easements, except those expressly set forth herein, shall be implied by this Agreement.

5. **Maintenance.** Grantee agrees to pay its prorata share (based on the ratio of units and/or club interests in units within the Grantee Property) of all expenses to maintain, operate, repair, inspect, protect, improve, and insure the pavement, landscaping, signage, lighting, and related facilities on the parking spaces lying within the Access Easement Area and Parking Easement Area. Grantor shall establish an annual budget for those purposes and shall periodically assess Grantee its prorata share of those costs, including related administrative expenses, if any.

6. **Reservation of Rights to Grantor.** Grantor reserves for itself, its successors and assigns forever, the right to use the Access Easement Area and Parking Easement Area for access to and from the Access Easement Property and Parking Easement Property, to maintain, repair and replace the Access Easement Area and Parking Easement Area and for any other purpose not inconsistent with the rights conveyed by this Agreement, so long as such uses do not materially impair or diminish Grantee's use of the Access Easement Area and Parking Easement Area for the purposes herein granted. The parties acknowledge that this Agreement has been executed in the early stages of the development of the Access Easement Area and the Parking Easement Area, and that circumstances may change that may require relocation of such easements. As such, Grantor further reserves the unilateral right to relocate the Access Easement Area and Parking Easement Area, and the easement rights granted hereunder by recording a written amendment to this Agreement signed solely by Grantor, and Grantee's consent thereto shall not be required; provided after such relocation, the Grantee Property shall continue to have reasonably functionally equivalent access to and from 150 South.

7. **Indemnification.** Grantee, for itself, and its successors and assigns hereby agrees to indemnify, defend and hold harmless Grantor, and its successors, successors-in-title, grantees and assigns, and their respective agents, employees, servants, contractors, subcontractors, tenants, subtenants, licensees, invitees, and lenders (collectively, the "Grantor Parties"), from any and all claims, demands, liabilities, losses, liens, suits, civil actions, judgments, costs, expenses (including reasonable attorneys' fees) and damages resulting from personal injury or property damage suffered or incurred by the Grantor Parties as a result of the act or omission of Grantee, its successors and assigns, or any of their respective agents, employees, servants, contractors, subcontractors, invitees, or lenders, in using the Access Easement Area and Parking Easement Area or making use of any of the easements, rights or privileges granted hereunder. The

indemnification obligations of Grantee under this Agreement shall survive any termination of this Agreement.

8. **No Waiver.** Failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

9. **Enforcement.** Grantor and Grantee shall be entitled to enforce this Agreement by specific performance of this Agreement by the other party, by injunction or restraint to prevent a violation or attempted violation of this Agreement, or by bringing an action for damages, or any of them, without the necessity of making an election. The prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees and costs, in addition to all other sums provided by law.

10. **Estoppel Certificates.** Each party shall, within fifteen (15) days of receiving a written request from the other party, execute, acknowledge in recordable form, and deliver to the other party or its designee a certificate stating, subject to a specific statement of any applicable exceptions, that this Agreement and the Parking Easement and Access Easement are in full force and effect, that each party has paid all sums which are due and payable under this Agreement through the date thereof, and that to the best knowledge of the certifying party, neither it nor the other party has committed any uncured default and has no offsets or claims, and such other matters as may be reasonably requested. Failure to deliver such statement within the time required shall be conclusive evidence against the non-certifying party that this Agreement and the Parking Easement and Access Easement are in full force and effect, that there are no uncured defaults by the requesting party, that all sums which are due and payable under this Agreement by the requesting party have been paid, and that the non-certifying party has no claims or offsets against the requesting party.

11. **Notices.** All notices which any party hereto desires or is required to give to the other party hereunder shall be deemed to have been duly given upon being delivered personally or three (3) business days after being deposited in the United States mail as certified mail, postage prepaid, return receipt requested, to the addresses set forth below. The addresses for the purpose of this paragraph may be changed by giving written notice of such change in the matter herein provided for giving notice.

If to Grantor:                      Water's Edge Properties, LLC  
    967 West Center Street  
    Orem, Utah 84057

If to Grantee:                         Lake Residences at Bear Lake Condominium Association  
    967 West Center Street  
    Orem, Utah 84057

12. **Covenants to Run With the Land.** This Agreement shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and/or assigns.

The easements, rights and privileges and obligations set forth herein shall be perpetual and appurtenant to and shall run with the real property which is hereby burdened and benefited. Any conveyance of the Access Easement Property and Parking Easement Property or Grantee Property shall also convey the rights, privileges, duties and obligations contained in this Agreement, regardless of whether or not specific mention is made of this Agreement and regardless of whether or not a specific conveyance is made of, or subject to, the rights, privileges, duties and obligations herein.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

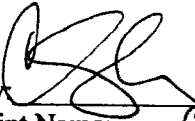
14. **Amendment.** Subject to the unilateral reservation of rights to Grantor described in Section 6 hereof, this Agreement may not be modified, amended, altered or changed in any respect, except by written agreement, signed by all of the Parties hereto or their successors in title. The Parties agree to negotiate in good faith over any proposed amendment, and consent for any reasonable proposed amendment shall not be unreasonably withheld or delayed. Each Party shall have 15 business days to approve, disapprove, or propose revisions to any amendment proposed by the other Party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been executed under seal by the parties hereto as of the day and year first above written.

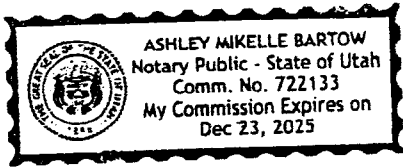
**GRANTOR:**

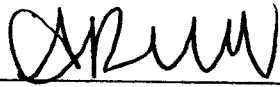
**Water's Edge Properties LLC,**  
A Utah limited liability company

By:   
Print Name: Chris Shurian  
Title: Manager

STATE OF UTAH Utah )  
COUNTY OF Utah ) ss.


The foregoing instrument was acknowledged before me this 27 day of January, 2022 by Chris Shurian the manager of Water's Edge Properties, LLC, a Utah limited liability company, on behalf of such entity.



  
Notary Public  
My Commission Expires: 12/23/2025

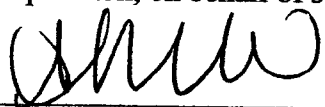
**GRANTEE:**

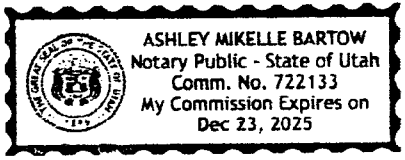
**Lake Residences at Bear Lake Condominium Association, a Utah nonprofit corporation**

By:   
Print Name: CHRIS SHUMAN  
Title: PRESIDENT

STATE OF UTAH )  
COUNTY OF Utah ) ss.

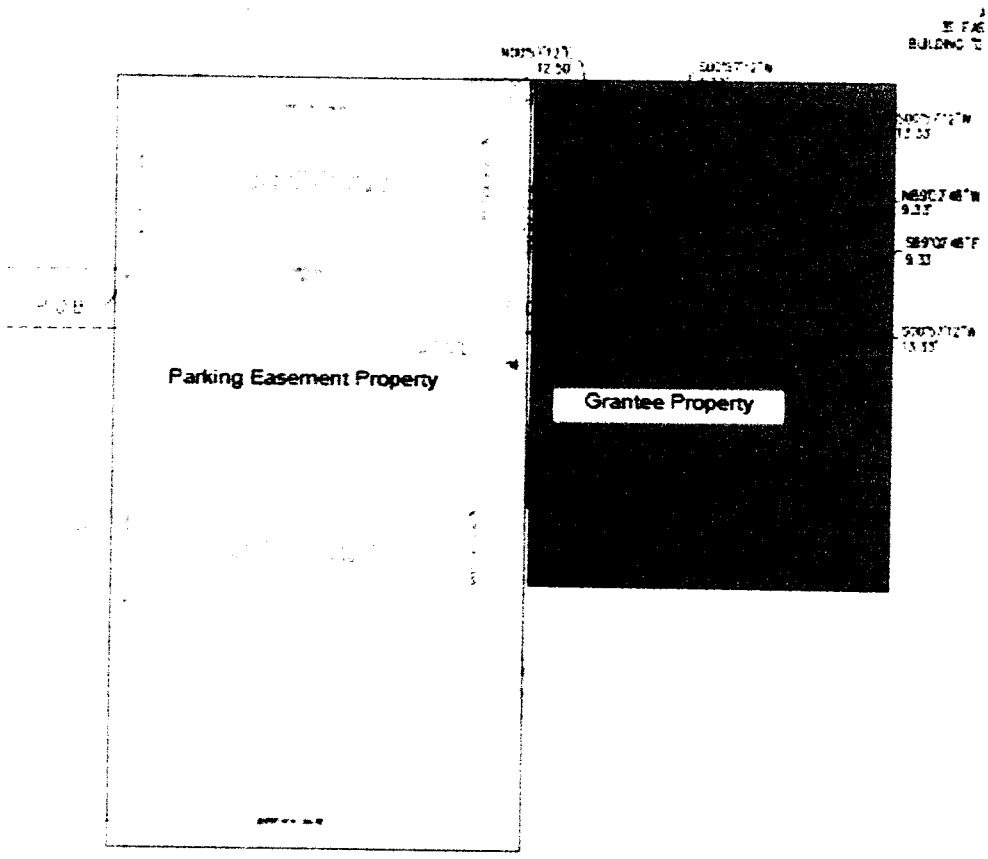
The foregoing instrument was acknowledged before me this 27 day of January, 2022 by Chris Shuman the President of Lake Residences at Bear Lake Condominium Association, Inc., a Utah nonprofit corporation, on behalf of such entity.

  
Notary Public  
My Commission Expires: 12/23/2025



**EXHIBIT A**

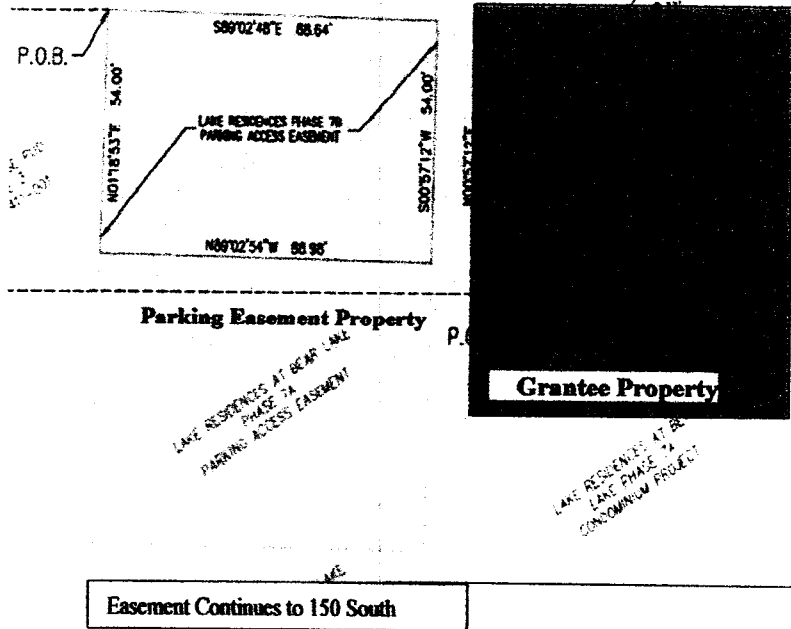
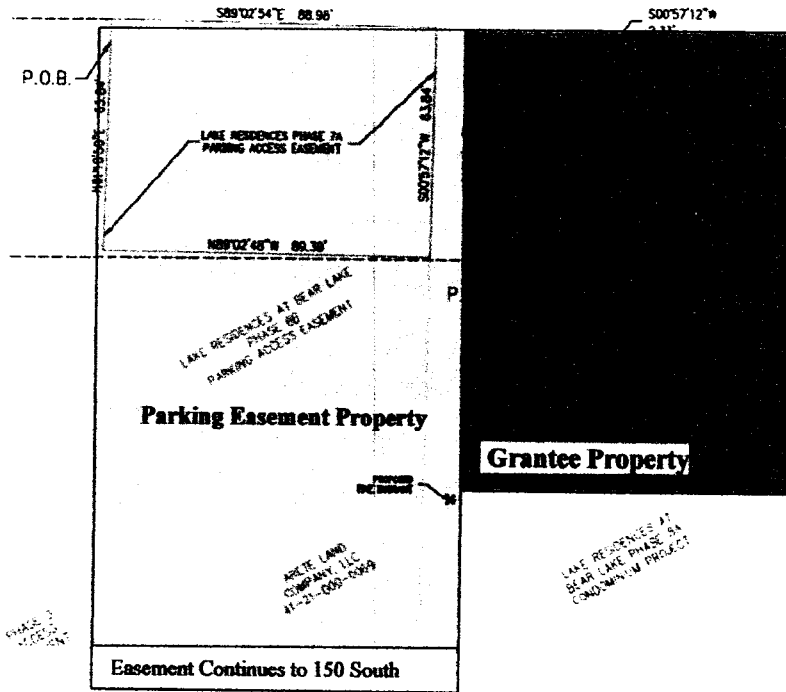
**Depiction of Easement Area**



15A50100

**EXHIBIT A (Continued)**

Depiction of Easement Area





**EXHIBIT B**

**Parking Easement Property**

**PHASE 8A PARKING EASEMENT**

COMMENCING AT THE RICH COUNTY MONUMENT REPRESENTING THE WEST ONE QUARTER CORNER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, THENCE NORTH 00°31'22" EAST 782.01 FEET AND EAST 2109.44 FEET TO THE TRUE POINT OF BEGINNING, (BASIS OF BEARING BEING NORTH 00°31'22" EAST BETWEEN THE RICH COUNTY MONUMENTS REPRESENTING THE WEST ONE QUARTER CORNERS OF SECTION 21 AND 16, TOWNSHIP 14 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN):

THENCE S88°53'02"E 89.70 FEET; THENCE S00°57'12"W 143.46 FEET; THENCE N89°07'46"W 90.75 FEET; THENCE N01° 143.85 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 0.30 ACRES, OR 12,962 FEET

**PHASE 8B PARKING EASEMENT**

COMMENCING AT THE RICH COUNTY MONUMENT REPRESENTING THE WEST ONE QUARTER CORNER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, THENCE NORTH 00°31'22" EAST 782.01 FEET AND EAST 2109.44 FEET TO THE TRUE POINT OF BEGINNING, (BASIS OF BEARING BEING NORTH 00°31'22" EAST BETWEEN THE RICH COUNTY MONUMENTS REPRESENTING THE WEST ONE QUARTER CORNERS OF SECTION 21 AND 16, TOWNSHIP 14 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN):

THENCE N01°22'10"E 43.89 FEET; THENCE S89°02'48"E 89.39 FEET; THENCE S00°57'12"W 44.14 FEET; THENCE N88°53'02"W 89.70 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 0.09 ACRES, OR 3941 SQUARE FEET

**PHASE 7A PARKING ACCESS EASEMENT**

COMMENCING AT THE RICH COUNTY MONUMENT REPRESENTING THE WEST ONE-QUARTER CORNER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, THENCE NORTH 00°31'22" EAST 889.70 FEET AND EAST 2110.97 FEET TO THE TRUE POINT OF BEGINNING, (BASIS OF BEARINGS BEING NORTH 00°31'22" EAST BETWEEN THE RICH COUNTY MONUMENTS REPRESENTING THE WEST ONE-QUARTER CORNER OF SECTION 21 AND THE WEST ONE-QUARTER CORNER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN):

THENCE S89°02'54"E 88.98 FEET; THENCE S00°57'12"W 63.84 FEET; THENCE N89°02'48"W 89.39 FEET; THENCE N01°18'53"E 63.84 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 0.13 ACRES, OR 5693 SQUARE FEET

**EXHIBIT B (Continued)**

**PHASE 7B PARKING ACCESS EASEMENT**

**COMMENCING AT THE RICH COUNTY MONUMENT REPRESENTING THE WEST ONE-QUARTER CORNER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, THENCE NORTH 00°31'22" EAST 943.70 FEET AND EAST 2111.71 FEET TO THE TRUE POINT OF BEGINNING, (BASIS OF BEARINGS BEING NORTH 00°31'22" EAST BETWEEN THE RICH COUNTY MONUMENTS REPRESENTING THE WEST ONE-QUARTER CORNER OF SECTION 21 AND THE WEST ONE-QUARTER CORNER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN):**

**THENCE S89°02'48"E 88.64 FEET; THENCE S00°57'12"W 54.00 FEET; THENCE N89°02'54"W 88.98 FEET; THENCE N01°18'53"E 54.00 FEET TO THE POINT OF BEGINNING.**

**PARCEL CONTAINS 0.11 ACRES, OR 4796 SQUARE FEET**

**EXHIBIT C**

**Grantee Property**

**LAKE RESIDENCES AT BEAR LAKE  
PHASE 8 A  
BOUNDARY LEGAL DESCRIPTION**

COMMENCING AT THE RICH COUNTY MONUMENT REPRESENTING THE WEST ONE QUARTER CORNER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, THENCE NORTH 00°31'22" EAST 708.97 FEET AND EAST 2225.28 FEET TO THE TRUE POINT OF BEGINNING, (BASIS OF BEARINGS BEING NORTH 00°31'22" EAST BETWEEN THE RICH COUNTY MONUMENTS REPRESENTING THE WEST ONE QUARTER CORNERS OF SECTION 21 AND 16, TOWNSHIP 14 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN):

THENCE N00°57'12"E 11.50 FEET; THENCE N89°02'48"W 14.96 FEET; THENCE N00°57'12"E 33.50 FEET; THENCE S89°02'48" 14.96 FEET; THENCE N00°57'12"E 12.50 FEET; THENCE S89°02'48"E 20.33 FEET; THENCE S00°57'12"W 0.33 FEET; THENCE S89°02'48"E 46.00 FEET; THENCE S00°57'12"W 13.33 FEET; THENCE N89°02'48"W 9.33 FEET; THENCE S00°57'12"W 30.17 FEET; THENCE S89°02'48E 9.33 FEET; THENCE S00°57'12"W 13.33 FEET; THENCE N89°02'48"W 46.00 FEET; THENCE S00°57'12"W 0.33 FEET; THENCE N89°02'48"W 20.33 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 0.092 ACRES, OR 4003 SQUARE FEET

**LAKE RESIDENCES AT BEAR LAKE  
PHASE 8 B  
BOUNDARY LEGAL DESCRIPTION**

COMMENCING AT THE RICH COUNTY MONUMENT REPRESENTING THE WEST ONE QUARTER CORNER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN; THENCE NORTH 00°31'22" EAST 766.46 FEET AND EAST 2225.71 FEET TO THE TRUE POINT OF BEGINNING, (BASIS OF BEARINGS BEING NORTH 00°31'22" EAST BETWEEN THE RICH COUNTY MONUMENTS REPRESENTING THE WEST ONE QUARTER CORNERS OF SECTION 21 AND 16, TOWNSHIP 14 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN):

THENCE N00°57'12"E 11.50 FEET; THENCE N89°02'48"W 14.96 FEET; THENCE N00°57'12"E 33.50 FEET; THENCE S89°02'48" 14.96 FEET; THENCE N00°57'12"E 12.50 FEET; THENCE S89°02'48"E 20.33 FEET; THENCE S00°57'12"W 0.33 FEET; THENCE S89°02'48"E 46.00 FEET; THENCE S00°57'12"W 13.33 FEET; THENCE N89°02'48"W 9.33 FEET; THENCE S00°57'12"W 30.17 FEET; THENCE S89°02'48E 9.33 FEET; THENCE S00°57'12"W 13.33 FEET; THENCE N89°02'48"W 46.00 FEET; THENCE S00°57'12"W 0.33 FEET; THENCE N89°02'48"W 20.33 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 0.092 ACRES, OR 4003 SQUARE FEET

**EXHIBIT C (Continued)**

LAKE RESIDENCES AT BEAR LAKE  
PHASE 7A  
BOUNDARY LEGAL DESCRIPTION

COMMENCING AT THE RICH COUNTY MONUMENT REPRESENTING THE WEST ONE-QUARTER CORNER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, THENCE NORTH 00°31'22" EAST 823.95' FEET AND EAST 2226.14 FEET TO THE TRUE POINT OF BEGINNING, (BASIS OF BEARINGS BEING NORTH 00°31'22" EAST BETWEEN THE RICH COUNTY MONUMENTS REPRESENTING THE WEST ONE-QUARTER CORNER OF SECTION 21 AND THE WEST ONE-QUARTER CORNER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN):

THENCE N00°57'12"E 11.50 FEET; THENCE N89°02'48"W 14.96 FEET; THENCE N00°57'12"E 33.50 FEET; THENCE S89°02'48"E 14.96 FEET; THENCE N00°57'12"E 12.50 FEET; THENCE S89°02'48"E 20.33 FEET; THENCE S00°57'12"W 0.33 FEET; THENCE S89°02'48"E 46.00 FEET; THENCE S00°57'12"W 13.33 FEET; THENCE N89°02'48"W 9.33 FEET; THENCE S00°57'12"W 30.17 FEET; THENCE S89°02'48"E 9.33 FEET; THENCE S00°57'12"W 13.33 FEET; THENCE N89°02'48"W 46.00 FEET; THENCE S00°57'12"W 0.33 FEET; THENCE N89°02'48"W 20.33 FEET TO THE POINT OF BEGINNING.  
PARCEL CONTAINS 0.092 ACRES, OR 4,003 SQUARE FEET

LAKE RESIDENCES AT BEAR LAKE  
PHASE 7B  
BOUNDARY LEGAL DESCRIPTION

COMMENCING AT THE RICH COUNTY MONUMENT REPRESENTING THE WEST ONE-QUARTER CORNER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, THENCE NORTH 00°31'22" EAST 881.45' FEET AND EAST 2226.57 FEET TO THE TRUE POINT OF BEGINNING, (BASIS OF BEARINGS BEING NORTH 00°31'22" EAST BETWEEN THE RICH COUNTY MONUMENTS REPRESENTING THE WEST ONE-QUARTER CORNER OF SECTION 21 AND THE WEST ONE-QUARTER CORNER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN):

THENCE N00°57'12"E 11.50 FEET; THENCE N89°02'48"W 14.96 FEET; THENCE N00°57'12"E 33.50 FEET; THENCE S89°02'48"E 14.96 FEET; THENCE N00°57'12"E 12.50 FEET; THENCE S89°02'48"E 20.33 FEET; THENCE S00°57'12"W 0.33 FEET; THENCE S89°02'48"E 46.00 FEET; THENCE S00°57'12"W 13.33 FEET; THENCE N89°02'48"W 9.33 FEET; THENCE S00°57'12"W 30.17 FEET; THENCE S89°02'48"E 9.33 FEET; THENCE S00°57'12"W 13.33 FEET; THENCE N89°02'48"W 46.00 FEET; THENCE S00°57'12"W 0.33 FEET; THENCE N89°02'48"W 20.33 FEET TO THE POINT OF BEGINNING.  
PARCEL CONTAINS 0.092 ACRES, OR 4,003 SQUARE FEET