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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
3/29/2023 11:15:00 AM
FEE \$40.00 Pgs: 10
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.: 120470319
120470308
120470317

ACCESS AND WATER UTILITY EASEMENT AGREEMENT

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 "Grantor") and Glen Eagle Golf Club, L.C., a Utah limited liability company ("Glen Eagle" or "Grantee"), 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 120470319 ("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, Glen Eagle desires vehicular and pedestrian cross access over and across a portion of the FSP8 Property as shown on Exhibit "C" ("Easement Area") attached hereto and incorporated herein by this reference, and FSP8 desires to grant Glen Eagle a non-exclusive access easement as set forth herein;

WHEREAS, Glen Eagle desires to use a proposed sewer line lateral ("Sewer Lateral") within the FSP8 Property that will run westward from a sewer line leading to the exterior sewer stub along Antelope Drive to the boundary of the FSP8 Property and the GE Property, and FSP8 desires to grant Glen Eagle the non-exclusive use of such Sewer Lateral as set forth herein; and

WHEREAS, Glen Eagle desires the right to tie into the non-exclusive water line ("Water Line") within the FSP8 Property that will be stubbed to the boundary of the FSP8 Property and the GE Property, and FSP8 desires to grant Glen Eagle the right to tie into such Water Line 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 ACCESS EASEMENT. Subject to the terms and conditions herein, FSP8 hereby grants to Glen Eagle and Glen Eagle's affiliates, agents, invitees, successors and assigns, a perpetual non-exclusive easement over and across the Easement Area ("Access Easement") for purposes of vehicular and pedestrian ingress and egress between the GE Property and the public street known as Antelope Dr, however, such use may not unreasonably interfere with FSP8's use of the Easement Area. In no event shall Glen Eagle be permitted to use the Easement Area for any purpose other than as provided for herein, including, but not limited to, parking. Notwithstanding anything to the contrary herein, this Easement Agreement is contingent upon FSP8 Property having legal vehicular and pedestrian ingress and egress to

and from Antelope Dr. FSP8 agrees that Glen Eagle shall have the right to two (2) separate vehicular ingress/egresses between the GE Property and the FSP8 Property along the Easement Area.

2. **GRANT OF SEWER EASEMENT.** Subject to the terms and conditions herein, FSP8 hereby grants to Glen Eagle and Glen Eagle's affiliates, agents, invitees, successors and assigns, a perpetual non-exclusive easement ("Sewer Easement") to use the Sewer Lateral for the purpose of catching/diverting stormwater runoff from the GE Property. Glen Eagle will not overload the capacity of the Sewer Lateral or the sewer system it serves. In connection herewith, Glen Eagle also grants FSP8 a perpetual, non-exclusive easement to locate the Sewer Lateral and the manhole on the boundary of the FSP8 Property and the GE Property, partially located on the GE Property.

3. **GRANT OF RIGHT TO TIE INTO WATER LINE.** Subject to the terms and conditions herein, FSP8 hereby grants to Glen Eagle and Glen Eagle's affiliates, agents, invitees, successors and assigns, the right to connect to the Water Line. The Water Line will support multiple users within the FSP8 Property and Glen Eagle shall not overburden the Water Line.

4. **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 FSP8 Property. The parties acknowledge and agree that the Easement Area and the locations of the proposed Water Line and Sewer Lateral as shown on Exhibit "C" are conceptual only and merely represent the location that FSP8 desires to initially locate the Easement Area, the Sewer Lateral, and Water Line. FSP8 reserves the right to locate or relocate the Easement Area and the Sewer Lateral within the FSP8 Property.

5. **CONSTRUCTION OF FACILITIES.** The Easement Area is currently unimproved and the Sewer Lateral and the Water Line are not constructed. FSP8 shall obtain all necessary governmental permits and approvals and cause the improvement of the Easement Area and the construction/installation of the Sewer Lateral and the Water Line pursuant to civil plans approved and permitted by the applicable municipal authority; provided, FSP8 shall not be required to improve the Easement Area or construct/install the Sewer Lateral or the Water Line within any specified timeframe. Glen Eagle agrees to pay the cost of laying the western most seventy feet (70') of the Sewer Lateral, but FSP8 shall be solely responsible for the construction of the Sewer Lateral manhole and for the construction of the Easement Area and the Water Line. Glen Eagle shall be responsible to pay all costs and expenses incurred to connect to the Water Line and shall promptly restore, at Glen Eagle's sole expense, any damage caused to the FSP8 Property following any work performed to connect to the Water Line. Glen Eagle shall use commercially reasonable efforts during any such work to minimize disruption to FSP8's business operations.

6. **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 Property, and Glen Eagle shall reimburse FSP8 for fifty percent (50%) of the cost thereof promptly upon invoice therefor. FSP8 will keep and maintain, repair and replace the Sewer Lateral and Water Line 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 Property, and Glen Eagle shall reimburse FSP8 for its costs incurred in so doing in proportion to its respective use of the Sewer Lateral or Water Line as reasonably determined by FSP8.

7. **INDEMNIFICATION.** Glen Eagle agrees to indemnify and hold harmless FSP8 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 or the Sewer Lateral or the Water Line by Glen Eagle and Glen Eagle'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.

8. 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)

GRANTEE

Dated this March 17, 2023

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

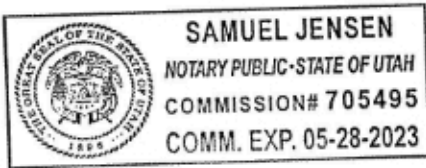
By: Michael E. McBride
Name: Michael E. McBride
Its: MEMBER / MANAGER

ACKNOWLEDGMENT

State of Utah)
 ss
Salt Lake County)

Personally Michael E. McBride came before me Samuel Jensen this day 17 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 Signature



GRANTOR

Dated this March 27 2023

FSP8 Sunquest Development, LLC
a Utah limited liability company

By: [Signature]

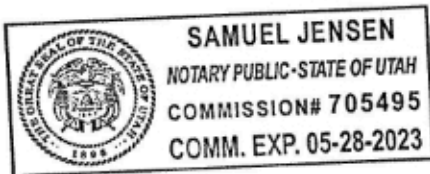
Name: Jim Balderson

Its: Manager

ACKNOWLEDGMENT

State of Utah)
 ss
Salt Lake County)

Personally Jim Balderson 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.



[Signature]
Notary Signature

EXHIBIT "A"
GE Property

A PARCEL OF LAND IN THE SE 1/4 OF SEC 8-T4N-R2W, SLB&M, BEING A PORTION OF A TRACT OF LAND DESC IN WARRANTY DEED RECORDED AS E# 1583581 BK 2631 PG 968 ON 03/29/2000; SD PARCEL HAVING A BASIS OF BEARING OF N 89°33'35" W BETWEEN THE MONUMENTED LOCATIONS OF THE SE & S 1/4 CORNERS OF SD SEC 8 (SD BASIS OF BEARING IS NAD83 UTAH NORTH ZONE), SD PARCEL BEING DESC AS FOLLOWS: BEG AT A PT ON THE N R/W LINE OF ANTELOPE DRIVE (1700 NORTH STR) AS DESC & SURVEYED IN UDOT PROJECT NO. S-R199(229), SD PT BEING THE NE COR OF A TRACT FOR THE WIDENING OF SD ANTELOPE DRIVE DESC IN WARRANTY DEED RECORDED AS E# 3447331 BK 7918 PG 1040 ON 01/04/2022, & THE W BNDRY OF A TRACT OF LAND DESC IN QC DEED RECORDED AS E# 3447334 BK 7918 PG 1049 ON 01/04/2022, SD POB BEING LOC BY SURVEY 664.32 FT N 89°33'35" W, ALG THE MONUMENTED SEC LINE & 54.43 FT N 00°25'57" E, FR SD MONUMENTED SE COR OF SEC 8; RUN TH N 00°26'25" E 258.71 FT ALG THE W BNDRY OF SD TRCT OF LAND; TH N 89°33'49" W 499.57 FT; TH S 00°26'08" W 260.00 FT TO THE N R/W LINE OF SD ANTELOPE DRIVE, SD PT BEING DESC IN SD WARRANTY DEED AS "A PT 37.11 FT PERPLY DISTANT N'LY FR THE ANTELOPE DRIVE R/W CONTROL LINE OF SD PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 7005+80.80"; TH S 89°33'49" E 481.41 FT ALG SD R/W, SD PT BEING DESC IN SD WARRANTY DEED AS BEING OPPOSITE ENGINEERS STATION 7010+62.21 OF PROJECT NO. S-R199(229); TH N 86°22'02" E 18.18 FT ALG SD R/W TO THE POB. CONT. 2.9815 ACRES

Parcel ID 120470319

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 $00^{\circ}14'42''$ WEST 753.55 FEET; (2) THENCE SOUTH $34^{\circ}07'31''$ 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 $00^{\circ}20'24''$ CLOCKWISE TO EQUAL NAD83 HIGHWAY BEARINGS).

Tax Parcel No. 12-047-0308

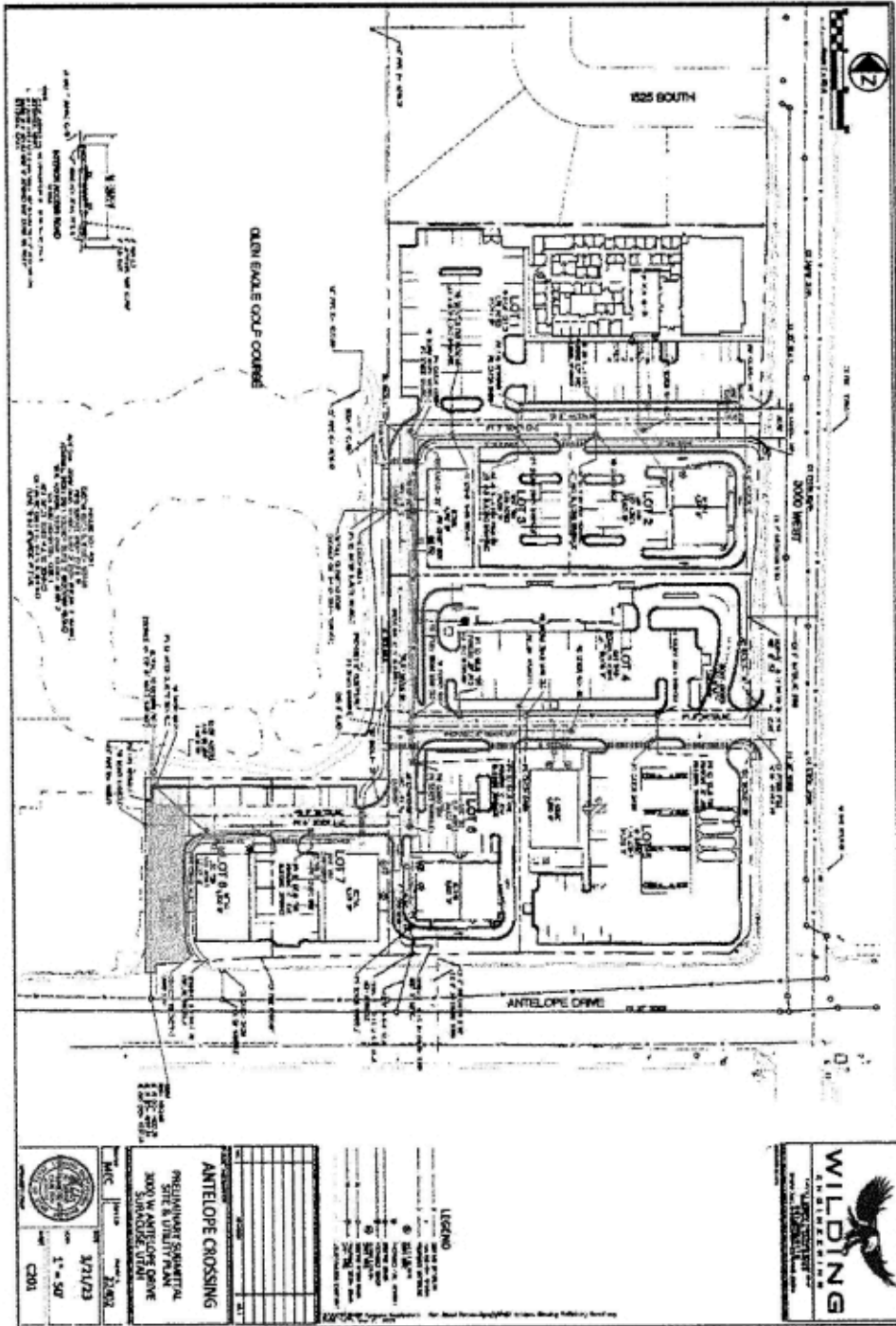
PARCEL 2:

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 $N89^{\circ}53'48''W$ AND 22.02 FEET $N0^{\circ}06'11''E$ FROM THE SOUTHEAST CORNER OF SAID SECTION 8 AND RUNNING: THENCE $N^{\circ}06'11''E$ 197.96 FEET; THENCE $N89^{\circ}53'49''W$ 10.00 FEET; THENCE $S0^{\circ}06'11''W$ 198.67 FEET; THENCE $N86^{\circ}02'05''E$ 10.03 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF 1700 SOUTH STREET TO THE POINT OF BEGINNING.

(NOTE: ROTATE ABOVE BEARINGS $0^{\circ}20'25''$ CLOCKWISE TO EQUAL NAD83 HIGHWAY BEARINGS.)

Tax Parcel No. 12-047-0317

EXHIBIT "C"
Easement Area



The approximate Easement Area is highlighted in yellow on the above site plan.