

12640298
10/19/2017 2:19:00 PM \$48.00
Book - 10610 Pg - 5852-5869
ADAM GARDINER
Recorder, Salt Lake County, UT
PIONEER TITLE INS AGCY
BY: eCASH, DEPUTY - EF 18 P.

WHEN RECORDED, RETURN TO:
Wasatch South Hills Development Co., LLC
595 South Riverwoods Pkwy, Ste. 400
Logan, UT 84321

Affecting Parcel Nos. 3317201001;
3317200012;
3317200011;
3317200022

ACCESS EASEMENT AGREEMENT

16 **THIS ACCESS EASEMENT AGREEMENT ("Agreement")** is made and entered into October 16, 2017 (the "**Effective Date**"), by and among **WASATCH SOUTH HILLS DEVELOPMENT CO., LLC**, a Utah limited liability company ("**Wasatch**"); **SCENIC DEVELOPMENT GROUP, LLC**, a Utah limited liability company (together with its successors and assigns, "**SDG**"); and **MARLENE L. DOXEY, SUCCESSOR TRUSTEE OF THE EVANS AND MARLENE DOXEY REVOCABLE TRUST DATED MARCH 26, 2014 ("Doxey")**. Doxey and SDG are sometimes referred to collectively as "**Grantor**". Wasatch, SDG, and Doxey are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

A. Wasatch is the owner of that certain real property in Salt Lake County, Utah (the "**Wasatch Property**"), more particularly described on the attached **Exhibit A**.

B. Doxey is the owner of certain real property located in Salt Lake County, Utah (the "**Doxey Property**").

C. SDG is the owner of certain real property located in Salt Lake County, Utah (the "**SDG Property**"), and is under contract to purchase, and intends to develop, the Doxey Property, the SDG Property, and other lands. The Doxey Property and SDG Property are referred to collectively as the "**Grantor Property**").

D. The Parties have agreed to enter into this Agreement in order to provide access and use of the Easement Area (defined below) for the benefit of the Wasatch Property, in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Easement.**

(a) Doxey and SDG each convey and grant to Wasatch, its successors and assigns, tenants and licensees, and its and their respective agents, invitees, customers, employees, and contractors (collectively, "**Wasatch's Permittees**"), a perpetual, non-exclusive and continuous easement and right-of-way ("**Easement**"), in common with Doxey, SDG, and their respective successors and assigns, tenants and licensees, and the respective agents, invitees, customers, employees, and contractors of any of the foregoing (collectively, the "**Grantor's Permittees**"), appurtenant to the Wasatch Property over, under, upon, and across the portion of the Grantor

Property described on the attached **Exhibit B** (the “**Easement Area**”). The Easement Area is depicted by the shaded area contained on the site plan (the “**Site Plan**”) attached as **Exhibit C**. The purposes of the Easement are improvement and maintenance of the Easement Area, as more specifically set forth below, and vehicular and pedestrian ingress and egress to and from the Wasatch Property and Academy Parkway. Grantor reserves unto itself and Grantor’s Permittees the right to non-exclusive use of the Easement Area for vehicular and pedestrian ingress and egress to the Grantor Property, the Wasatch Property, and other adjacent real property. Wasatch shall use commercially reasonable efforts to restrict use of the Easement Area by construction vehicles performing work on the Wasatch Property, and SDG reserves the right to post signs noting such restriction.

(b) Subject to temporary closures for construction (including the Wasatch construction described in Section 2 below), repair and maintenance, for traffic regulation and control, or to prevent public dedication of the Easement Area (unless Doxey, SDG or another Grantor Permittee elects to dedicate the Easement Area as a public right of way), the Parties agree and covenant that their and their respective Permittees’ use of the Easement Area will not interfere with another Party’s use of the Easement Area or the Wasatch Property and the Grantor Property, respectively. No Party will park vehicles or locate other obstructions, or allow others to park vehicles or locate other obstructions, on the Easement Area. For the sake of clarity, each Party intends to use the Easement Area as access to the Wasatch Property, the Grantor Property, and other adjacent real property.

(c) Provided that Wasatch and Wasatch’s Permittees have permanent, nonexclusive access across the Easement Area as outlined herein, SDG may incorporate the Easement Area into its development plans as a drive lane in a parking lot (as evidenced by the designation of such drive lane in the Easement Area on the relevant plat), or SDG may elect to dedicate the Easement Area as a public right of way, in which case this Easement shall automatically terminate upon the recording of the relevant plat containing a designation of the Easement Area or dedication of the entire Easement Area to Herriman City for such purpose. Without limiting the generality of the foregoing, if SDG elects to create a public right of way in the Easement Area, and Herriman City requires the appropriate legal representatives of Wasatch and/or Wasatch’s Permittees to execute a plat or other instrument that includes the Easement Area, such appropriate legal representatives agree to execute such plat or other instrument, or grant SDG or its successors or assigns a limited power of attorney for the purpose of executing such plat or other instrument, at SDG’s sole discretion, provided, that Wasatch and Wasatch’s Permittees have permanent, nonexclusive access across the Easement Area as outlined herein after the execution and recordation of such plat or other instrument.

2. **Improvement of the Easement Area, Grantor Property.** Grantor hereby expressly acknowledges, consents to, and approves the Site Plan concerning the Easement Area and the Grantor Property. Wasatch, at its cost, shall have the right to construct certain improvements to the Easement Area (the “**Wasatch Improvements**”), and as an accommodation to Grantor and in connection with Wasatch’s construction of the Wasatch Improvements, Wasatch will install certain improvements requested by Grantor (the “**Grantor Improvements**”), in or around the Easement Area. SDG shall reimburse Wasatch the cost of such Grantor Improvements on the terms of the Reimbursement Agreement to be executed by Wasatch and SDG concurrent with this Agreement. The Wasatch Improvements and Grantor Improvements are collectively referred to herein as the “**Improvements**”. The Improvements are shown generally on the Site Plan and shall be constructed to the specific standards set forth in **Exhibit D**. Grantor hereby grants Wasatch and Wasatch’s Permittees a temporary, nonexclusive easement for access upon, over, under, across, and through the Grantor Property for a period of one (1) year after the Effective Date in order to construct the Improvements. SDG shall indemnify, defend, and hold Wasatch harmless from any losses, claims, or

damages arising from or relating to Wasatch's installation of the Grantor Improvements, which may be constructed and installed outside of the Easement Area. Wasatch shall timely pay for all Improvements, and shall indemnify, defend and hold Grantor and SDG harmless from any losses, claims or damages arising from or relating to Wasatch's failure to timely pay for all Improvements, provided that SDG is current on its obligations under the aforementioned Reimbursement Agreement. Wasatch shall repair, at its sole cost and expense, any damage to the Grantor Property arising from use by Wasatch or its contractors of the Grantor Property for the construction purpose outlined herein.

3. **Maintenance; Right to Cure.** Each Party shall be responsible to repair any damage to the Easement Area caused by said Party or its Permittees. Wasatch shall have the obligation, at its sole cost and expense, to maintain the Easement Area in good operation and repair until SDG commences development of the Grantor Property. For purposes of this Agreement, SDG shall be deemed to commence development of the Grantor Property at such time that SDG obtains its first building permit for the construction of any improvements on the Grantor Property that utilize the Easement Area for access to the area to be developed. After SDG commences development of the Grantor Property, SDG shall assume the obligation to maintain the Easement Area in good condition and repair, subject to Wasatch's obligation to repair any damage caused by Wasatch or Wasatch's Permittees.

4. **Indemnification.** Each Party shall indemnify, defend and hold harmless the other Parties and their Permittees, affiliates, members, managers, agents, tenants and representatives for, from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property resulting from the negligent or willful act or omission of the indemnifying Party or its Permittees, arising out of the performance of any of the obligations set forth in this Agreement, the indemnifying Party's use of the Easement Area, or the indemnifying Party's breach of this Agreement, except to the extent such claims are due solely to the gross negligence or willful act or omission of the would-be indemnified Party or its Permittees. The obligations of this section shall survive the termination of this Agreement.

5. **Rights Run With The Land.** The easements and covenants referenced herein touch, concern, and run with the land and are binding upon all successors-in-title.

6. **No Public Dedication.** The provisions of this Agreement are not intended to and do not constitute a dedication for public use of the Easement, and the rights herein created are for the private use and for the benefit only of the Parties hereto and their successors and assigns. Notwithstanding the foregoing sentence, Grantor, at its sole discretion, may elect to dedicate the Easement Area as a public right of way, subject to the terms herein.

7. **Amendments.** This Agreement may be amended only by recording, in the official records of Salt Lake County, Utah, an instrument in writing reciting such amendment, bearing the acknowledged signatures of the owners of the properties identified herein, their successors and assigns.

8. **Authority.** Each Party, and the individual executing this Agreement below, covenants to the other that he/she has full authority and authorization to enter into this Agreement.

9. **Miscellaneous.** This Agreement may be executed in one or more counterparts, each of which, when taken together, constitutes the original. If any term, provision or condition contained in this Agreement shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining term, provision and condition of this agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement, including any Exhibits, shall constitute the entire agreement between the Parties relating to the subject matter of this Agreement.

[Signatures and acknowledgements follow]

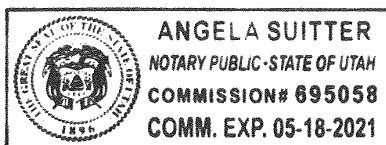
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

GRANTOR/DOXEY:

By: Marlene L. Doxy
Marlene L. Doxy, Successor Trustee of the
Evans and Marlene Doxy Revocable Trust
Dated March 26, 2014

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

The foregoing instrument was acknowledged before me this 17 day of OCTOBER, 2017,
by **Marlene L. Doxy, Successor Trustee of the Evans and Marlene Doxy Revocable Trust dated
March 26, 2014** on behalf of said trust.



Angela Suitter
Notary Public

[Signatures continue on following page]

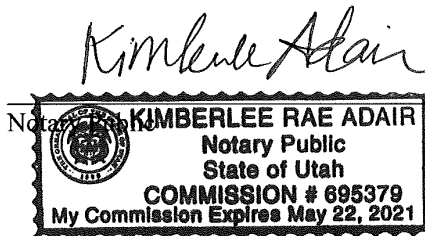
GRANTOR/SDG:

Scenic Development Group, LLC,
a Utah limited liability company

By: [Signature]
Printed Name: KIM RINDLISBACHER
Title: MANAGER

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

The foregoing instrument was acknowledged before me this 16 day of October, 2017,
by Kim Rindlisbacher, the manager of **Scenic Development Group,**
LLC, a Utah limited liability company, on behalf of said company.



[Signatures continue on following page]

WASATCH:

Wasatch South Hills Development Co., LLC,
a Utah limited liability company

By: [Signature]
Printed Name: John Lindsley
Title: President

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 16th day of October, 2017,
by John Lindsley, the President of **Wasatch South Hills
Development Co., LLC**, a Utah limited liability company, on behalf of said company.



[Signature]
Notary Public

Exhibit A
(Legal Description of Wasatch Property)

Commencing at the Northeast Corner of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running thence Westerly, along the line common with Sections 8 and 17, a distance of 1316 feet, more or less to the East Sixteenth Corner of said Sections 8 and 17 and the **Point Of Beginning** for this description; thence running South 0°36'05" West, a distance of 1462.69', to the north sideline of Mountain View Corridor; thence North 89°53'52" East, along said corridor sideline, a distance of 656.68 feet; thence North 0°33'48" East, a distance of 786.06 feet; thence North 89°07'38" East, a distance of 328.66 feet; thence North 0°34'54" East, a distance of 669.53 feet more or less to the line common with said Sections 8 and 17; thence North 89°25'56" East, along said line common with Sections 8 and 17, a distance of 328.90 feet to the Point of Beginning.

Contains 16.967 acres, more or less.

Exhibit B
(Legal Description of Easement Area)

A UNIFORM STRIP OF LAND FOR PURPOSES OF A PRIVATE ACCESS ROAD AND UTILITY EASEMENT, BEING THIRTY-TWO FEET (32') WIDE, SIXTEEN FEET (16') EACH SIDE, THE SIDELINES OF WHICH ARE TO BE LENGTHENED OR SHORTENED TO MEET THE RIGHT OF WAY LINE OF ACADEMY PARKWAY AND THE NORTH LINE OF SOUTH HILLS POD 4 SUBDIVISION, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT THAT IS NORTH 89°25'56" EAST ALONG THE SECTION LINE, A DISTANCE OF 464.39 FEET AND SOUTH, A DISTANCE OF 426.40 FEET FROM THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 73°55'37" EAST, A DISTANCE OF 45.22 FEET TO THE POINT ON A 200.00 FOOT RADIUS CURVE; THENCE SOUTHEASTERLY 54.52 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15°37'10" (WHICH LONG CHORD BEARS SOUTH 66°07'03" EAST 54.35 FEET); THENCE SOUTH 58°18'28" EAST, A DISTANCE OF 182.23 FEET TO THE POINT ON A 100.00 FOOT RADIUS CURVE; THENCE SOUTHEASTERLY 102.82 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 58°54'33" (WHICH LONG CHORD BEARS SOUTH 28°51'11" EAST 98.35 FEET); THENCE SOUTH 0°36'05" WEST, A DISTANCE OF 24.87 FEET TO THE TERMINUS OF THIS DESCRIPTION.



Exhibit C
(Depiction of Easement Area and Site Plan)

[Attached]

SOUTH HILLS DEVELOPMENT
POD 4 - ACCESS ROAD EXHIBIT

1940 North Lincoln Highway, Suite 204
Lafayette, LA 70503 • Tel: 801 641 3040

DATE 03 16 2017
CITY OF LOS ANGELES

The image shows a sample of a handwritten document, likely a form or ledger. It contains several fields with handwritten entries. At the top right, there is a date "1998". Below it, there is a signature and a stamp that reads "KAPPA". The document is filled with various numbers and text, some of which are underlined or highlighted. The handwriting is in black ink on a white background.

