

WHEN RECORDED RETURN TO:
Rollermills Apartments, LLC
748 W Heritage Park Blvd., Ste. 203
Layton, UT 84041

#28689-MB

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Easement") is made this 14th day of March, 2019, by and between Rollermills Apartments, LLC, a Utah limited liability company, and Vineyard 87 Apartments, LLC, a Utah limited liability company (collectively, "Grantor"), and Vineyard Flagship 87, LLC, a Utah limited liability company ("Grantee"). For good and valuable consideration, Grantor and Grantee hereby agree as follows:

Grantor hereby grants to Grantee a perpetual non-exclusive access easement for ingress and egress over and across the Easement Area, as legally described in Exhibit "A" attached hereto and incorporated herein, so as to provide for the passage of motor vehicles and pedestrians, for the benefit of Grantee, its successors, assigns, guests and invitees.

Grantee assumes all risks and responsibilities for accidents, injuries or deaths to persons or damage to property which may occur in connection with Grantee's exercise of its rights set forth herein, unless due to Grantor's gross negligence or willful misconduct. Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, losses, damages and costs (including reasonable attorney fees) resulting from or in any way related to Grantee's exercise of its rights under this Easement, unless due to Grantor's gross negligence or willful misconduct.

Grantor shall have the right to use the Easement Area for any and all purposes whatsoever, provided any such use shall not limit or interfere with motor vehicle and pedestrian access by Grantee as set forth herein.

The easements, covenants, conditions and restrictions contained in this Easement shall be effective commencing on the date of recordation of this Easement in the office of the Utah County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Easement is modified, amended, canceled or terminated by the written consent of Grantor and Grantee, or their successors in interest.

In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

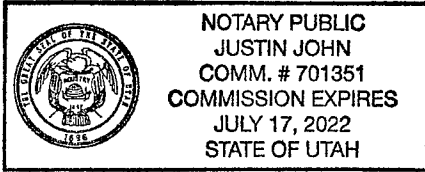
It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

This Easement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

[Signature Page Follows]

STATE OF UTAH)
) ss
COUNTY OF Salt Lake)

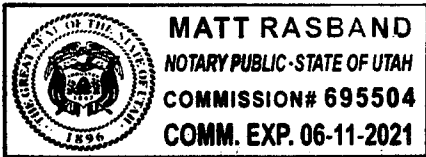
On this 14 day of March, 2019, before me appeared Mark Hampton, to me personally known, who, being by me duly sworn, did say that he is the Manager of HG Rollermills Apartments, LLC, the Manager of Rollermills Apartments, LLC, and that said instrument was signed on behalf of said company, and acknowledged said instrument to be the free act and deed of said company.



[Signature]
Notary Public
Print Name: Justin John
My commission expires: 7-17-22

STATE OF UTAH)
) ss
COUNTY OF Utah)

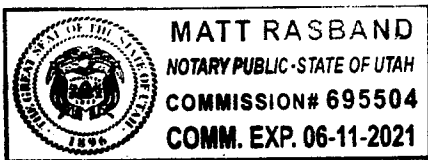
On this 14 day of March, 2019, before me appeared Nathan Hutchinson, to me personally known, who, being by me duly sworn, did say that he is the Manager of Vineyard 87 Apartments, LLC, and that said instrument was signed on behalf of said company, and acknowledged said instrument to be the free act and deed of said company.



[Signature]
Notary Public
Print Name: Matt Rasband
My commission expires: 6/11/21

STATE OF UTAH)
) ss
COUNTY OF Utah)

On this 14 day of March, 2019, before me appeared Peter Evans, to me personally known, who, being by me duly sworn, did say that he is the Manager of Vineyard Flagship 87, LLC, and that said instrument was signed on behalf of said company, and acknowledged said instrument to be the free act and deed of said company.



[Signature]
Notary Public
Print Name: Matt Rasband
My commission expires: 6/11/21

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, LEHI TECH SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE UTAH COUNTY RECORDER, AND RUNNING THENCE NORTH 5°18'44" EAST ALONG THE WEST LINE OF SAID LOT 1 107.10 FEET; THENCE SOUTH 14°06'36" EAST 94.37 FEET; THENCE SOUTH 52°24'26" EAST 30.88 FEET; THENCE SOUTH 9°16'35" WEST 34.20 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1, SAID POINT ALSO BEING ON THE ARC OF A 100.00 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT 1 THE FOLLOWING TWO COURSES: 1) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°03'18" A DISTANCE OF 61.18 FEET, CHORD BEARS NORTH 51°54'22" WEST 60.23 FEET. 2) NORTH 86°03'58" WEST 4.48 FEET TO THE POINT OF BEGINNING.