

When recorded return to:  
1271 East 2925 North  
North Ogden, Utah 84414

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01/26/2015 10:26 AM \$16.00  
Book - 10290 Pg - 9893-9896  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
DALE JOHNSON  
1271 EAST 2925 NORTH  
NORTH OGDEN UT 84414  
BY: JNA, DEPUTY - WI 4 P.

### **RIGHT OF WAY EASEMENT (INGRESS & EGRESS)**

Edgemount Homes Home Owners Association Inc., a Utah Corporation, hereinafter referred to as "HOA", as Grantor and DNA Assisted Living, LLC, a Utah Limited Liability Company, hereinafter referred to as "DNA" as Grantee enter into this agreement for the establishment of a Right of Way Easement over and across a portion of the real property owned by "HOA" for the benefit of "DNA", its guests and invitees, according to the following statements, stipulations and conditions.

For the sum of Ten Dollars and other good and valuable consideration, the receipt of and sufficiency of which are acknowledged the "HOA" as Grantor grants, conveys, assigns and transfers to "DNA" as Grantee a perpetual, non-exclusive Right of Way Easement over and across the real property described on Exhibit "A" for the express purpose of ingress and egress over and across the Right of Way Easement by vehicular and pedestrian traffic to the real property owned by "DNA".

The grant of this Right of Way Easement is subject to and predicated upon the following:

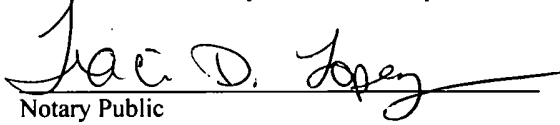
- a. The Right of Way Easement as described is limited to vehicular and pedestrian ingress and egress.
- b. No vehicles may be parked on the Right of Way Easement by DNA, HOA, their guests or invitees.
- c. No buildings, sheds or other structures will be built or installed on driveway.
- d. DNA is responsible for the maintenance and repair of the driveway including but not limited to cleaning, snow removal and patching. In the event that more extensive maintenance is required, DNA shall submit to HOA an itemized statement of the repairs, modifications or alterations desired and must obtain from HOA a written consent and authorization to proceed with the desired repairs or modifications at the sole cost and obligation of DNA prior to the commencement of any modification or change.
- e. DNA does not assert, claim or demand an equitable interest in the real property described on Exhibit "A" as a result of the granting of this Right of Way Easement.

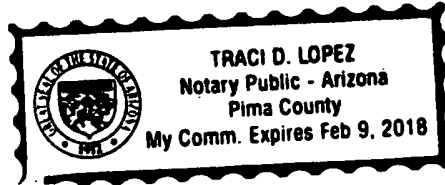
This grant shall inure to the benefit of the Grantor, the Grantee, their successors, transferees, assigns or heirs of the same.

In the event that any term, condition or stipulation made herein, should be invalid or in conflict with the laws of the State of Utah, that term, condition or stipulation shall be removed. All other terms, conditions and stipulations shall survive.

State of ~~Utah~~ Arizona  
County of ~~Salt Lake~~ Pima

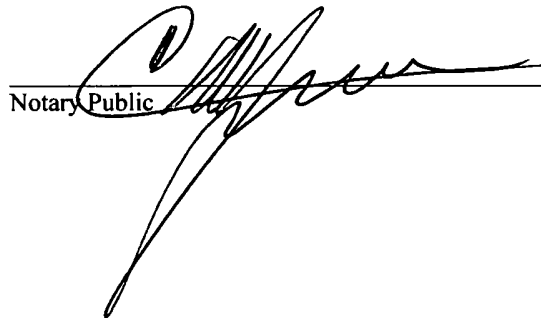
On this the 8<sup>th</sup> day of January 2015, personally appeared before me, Thomas J. Rossa in the capacity of Board President of Edgemount Homes Home Owners Association, Inc., a Utah Corporation, who duly acknowledged to me that the document was executed by the same in the capacity stated and in accordance with the bylaws of said corporation and authorization granted by its board of directors.

  
Notary Public



State of ~~Utah~~ *utah*  
County of Weber

On this the 15 day of January 2015, personally appeared before me, Dale T. Johnson and Antertain, LLC, a Utah Limited Liability Company by its Member, Aaron Nyle Thornock as Members of DNA Assisted Living, LLC, a Utah Limited Liability Company, who duly acknowledged to me that the document was executed by the same in the capacity stated and in accordance with the operating agreement of said limited liability company.

  
Notary Public

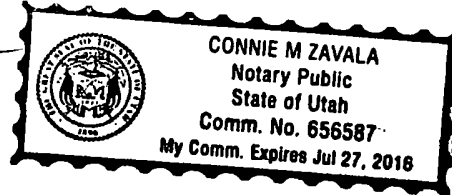


EXHIBIT "A"

27' WIDE ACCESS EASEMENT

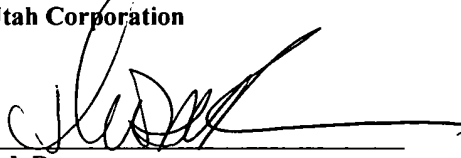
LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF LEE WAY CIRCLE SUBDIVISION, SAID POINT BEING SOUTH 00°04'05" EAST 916.53 FEET ALONG THE SECTION LINE AND EAST 223.25 FEET FROM THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 88°30'00" EAST 27.13 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE SOUTH 07°09'15" EAST 22.58 FEET TO A POINT ON THE SOUTH PROPERTY LINE OF GRANTOR'S PROPERTY; THENCE SOUTH 88°54'00" WEST 27.15 FEET ALONG SAID SOUTH PROPERTY LINE; THENCE NORTH 07°09'15" WEST 22.39 FEET TO THE POINT OF BEGINNING.

In the event of any default of any term, condition or other provision of this grant by either the Grantor and/or the Grantee, the non defaulting party shall be entitled to recover a reasonable attorneys fee including out of pocket costs actually incurred in order to obtain an appropriate remedy and/or relief for such default.

Dated: January 8<sup>th</sup>, 2015

**Edgemount Homes Home Owners Association,  
Inc., a Utah Corporation**

By:   
Thomas J. Rossa  
Board President  
Grantor

**DNA Assisted Living, LLC, a Utah  
Limited Liability Company**

By:   
Dale T. Johnson—Member

**By its Member Antertain, LLC, a Utah  
Limited Liability Company**

By:   
Aaron Nyle Thornock—Member  
“DNA”—Grantee