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Book - 10503 Pg - 687-694  
Gary W. Ott  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 8 P.

When recorded, return to:

Paxton R. Guymon, Esq.  
YORK HOWELL & GUYMON  
6405 South 3000 East #150  
Salt Lake City, Utah 84121

33-07-203-015

## ACCESS AND UTILITY EASEMENT AND MAINTENANCE AGREEMENT

For good and valuable consideration received, Oakwood Homes of Utah, LLC ("Grantor") hereby grants unto Vertical Quarry LLC ("VQ") and Payton's Quarry Owners' Association (the "Association") (VQ and the Association are sometimes collectively referred to as the "Grantees") a perpetual, non-exclusive easement and right-of-way for access (ingress and egress) with underground utility lines (the "Easement"), over Grantor's real property situated in Salt Lake County, State of Utah, and more particularly described on Exhibit "A." Attached hereto as Exhibit "B" is a map depicting the location of the Easement over the Grantor's property.

The Easement is further defined and governed by the following provisions:

- (a) The dimensions of the Easement are set forth in Exhibits "A" and "B" hereto, and are intended to be of sufficient width and appropriate location to allow for adequate vehicular ingress/egress to and from the Grantees' Property known as the Payton's Quarry project ("Grantees' Project").
- (b) It is agreed that Grantor is responsible to construct the roadway within the Easement and install the necessary utility lines to the boundary of the land owned by VQ. Grantor is responsible to obtain approval and acceptance of such improvements by the City; provided, however, that if Grantor does not complete the roadway/utility improvements by May 30, 2017, VQ shall have the right to construct and install the improvements and be fully reimbursed by Grantor within thirty (30) days following the City's acceptance of the completed improvements.
- (c) Grantee shall have the right to connect to all roadway and utility line improvements on, under and through the Easement area of the Grantor Property to satisfy the access and utility line needs for residential development of the Grantees' Project, as well as any and all requirements and conditions of the applicable municipality to use the Easement over Grantor's Property as an access road for the development of the Grantees' Project.
- (d) It is anticipated that VQ or its contractor(s) will maintain a portion of a private road to be known as Abbey Bend Lane over and through the Easement property. Grantor shall have no liability or responsibility of any kind whatsoever regarding the costs to maintain, or repair such improvements. Grantees shall keep the Grantor's property free and clear of all liens and encumbrances relating to the maintenance and repairs performed within the Easement. Grantees shall indemnify and hold Grantor (and its successors and assigns) harmless from and against any and all costs, liabilities, claims, damages, actions, fees and expenses relating to Grantees' use of, and maintenance activities within, the Easement.

(e) Grantor reserves for itself and its successors and assigns the right to use the Easement property and the improvements thereon to access any and all adjacent or nearby lots for construction and residential use, and to connect to utility lines within the Easement. If Grantor damages any of the improvements, including but not limited to asphalt, sidewalk, curb and gutter, Grantor shall be responsible to repair any such damage. Neither the Grantor nor any future owners of any of Grantor's property who live adjacent to or make use of the Easement property shall have any liability or responsibility to pay any assessments, reimbursements, dues, fines, or other amounts to the Grantees pertaining to the use of the Easement property or the roadway/utility improvements constructed thereon.

(f) Grantee shall be entitled to make use of the Easement immediately for all purposes related to the development of the Grantees' Project.

(g) Grantees shall be required to keep the roadway improvements constructed within the Easement area in good condition and repair at their sole cost and expense.

(h) If and when VQ no longer owns any property or residential units within the Grantee's project (Payton's Quarry), then VQ shall no longer hold any rights or obligations relating to the Easement or arising under this instrument. At that point in time, the Easement and all rights and obligations under this instrument shall pertain solely to the Association.

The Easement created by this instrument shall be appurtenant to the Grantee Property and shall be binding on the Grantor Property. The Easement may not be transferred, assigned or encumbered except as an appurtenance to the Grantee Property. The Easement herein granted shall run with the land of the Grantor Property and the Grantee Property, and shall inure to the benefit of and be binding upon all subsequent owners of the Grantor Property and the Grantee Property.

This instrument may not be terminated, extended, modified or amended without the written consent of each owner of the respective properties, and any such termination, modification or amendment shall be effective only when it is executed and acknowledged by each of the owners, and recorded with the Salt Lake County Recorder.

If any owner of the affected properties brings suit to enforce or interpret this instrument or for damages on account of the breach of any provision hereof, the prevailing party shall be entitled to recover from the other party(ies) reasonable attorneys' fees, costs, and other expenses incurred in any such action or any appeal from such action, in addition to the other relief to which the prevailing party may be entitled.

This instrument shall be governed by, and construed in accordance with the laws of the State of Utah. Whenever possible, each provision of this instrument shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this instrument shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions.

The Easement and the rights created by this instrument shall not be subordinated to, or made junior in priority to, any financing liens or encumbrances.

Each of the undersigned persons executing this instrument represents and warrants that he/she has been duly authorized to sign this instrument on behalf of the entity indicated, and to bind said entity to the terms and conditions of this instrument.

This Easement instrument shall be recorded with the Salt Lake County Recorder's Office against the property described in Exhibit "A" hereto.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the dates set forth below, to be effective on the recording date hereof.

**GRANTOR:**

**Oakwood Homes of Utah, LLC**

By: TJF  
Name: Troy Turner  
Title: VP. Finance  
**GRANTEES:**

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

The foregoing instrument was acknowledged before me this 10 day of November, 2016, by Troy Turner in his/her capacity as VP of Finance of Oakwood Homes of Utah, LLC, the "Grantor" identified above.

SEAL:

Rachel M. Morris  
Notary Public



**GRANTEES:**

**Vertical Quarry LLC**

By: *ME [Signature]*  
Name: MIKE MILLER  
Title: MANAGER

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

The foregoing instrument was acknowledged before me this 21 day of November, 2016, by Mike Miller in his/her capacity as Manager of Vertical Quarry LLC, one of the "Grantees" identified above.



*Karen Weeks*  
Notary Public

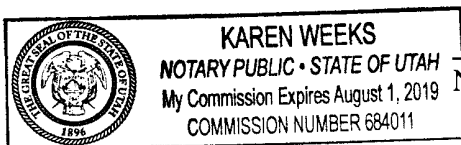
SEAL:

**Payton's Quarry Owners' Association**

By: *ME [Signature]*  
Name: MIKE MILLER  
Title: DECLARANT

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

The foregoing instrument was acknowledged before me this 21 day of November, 2016, by Mike Miller in his/her capacity as Declarant of Payton's Quarry Owners' Association, one of the "Grantees" identified above.



*Karen Weeks*  
Notary Public

SEAL:

**EXHIBIT "A"**

**(Legal Description of Easement over Grantor Property)**

The legal description of the Easement on Grantor's Property is as follows:

A parcel of land located in the Northeast Quarter of Section 7, Township 4 South, Range 1 West, Salt Lake Base and Meridian described as follows:

Beginning at a point South  $0^{\circ}26'18''$  West 1363.89 feet along the Center section line and South  $89^{\circ}33'42''$  East 1169.36 feet from the monument located at the North Quarter Corner of Section 7, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running:

Thence North  $49^{\circ}30'51''$  East 36.09 feet to a point of curvature;

Thence 75.21 feet along the arc of a 284.00 foot radius curve to the left through a central angle of  $15^{\circ}10'25''$  (Long Chord Bears South  $52^{\circ}24'37''$  East 74.99 feet;

Thence South  $48^{\circ}03'09''$  West 37.64 feet to a point of curvature;

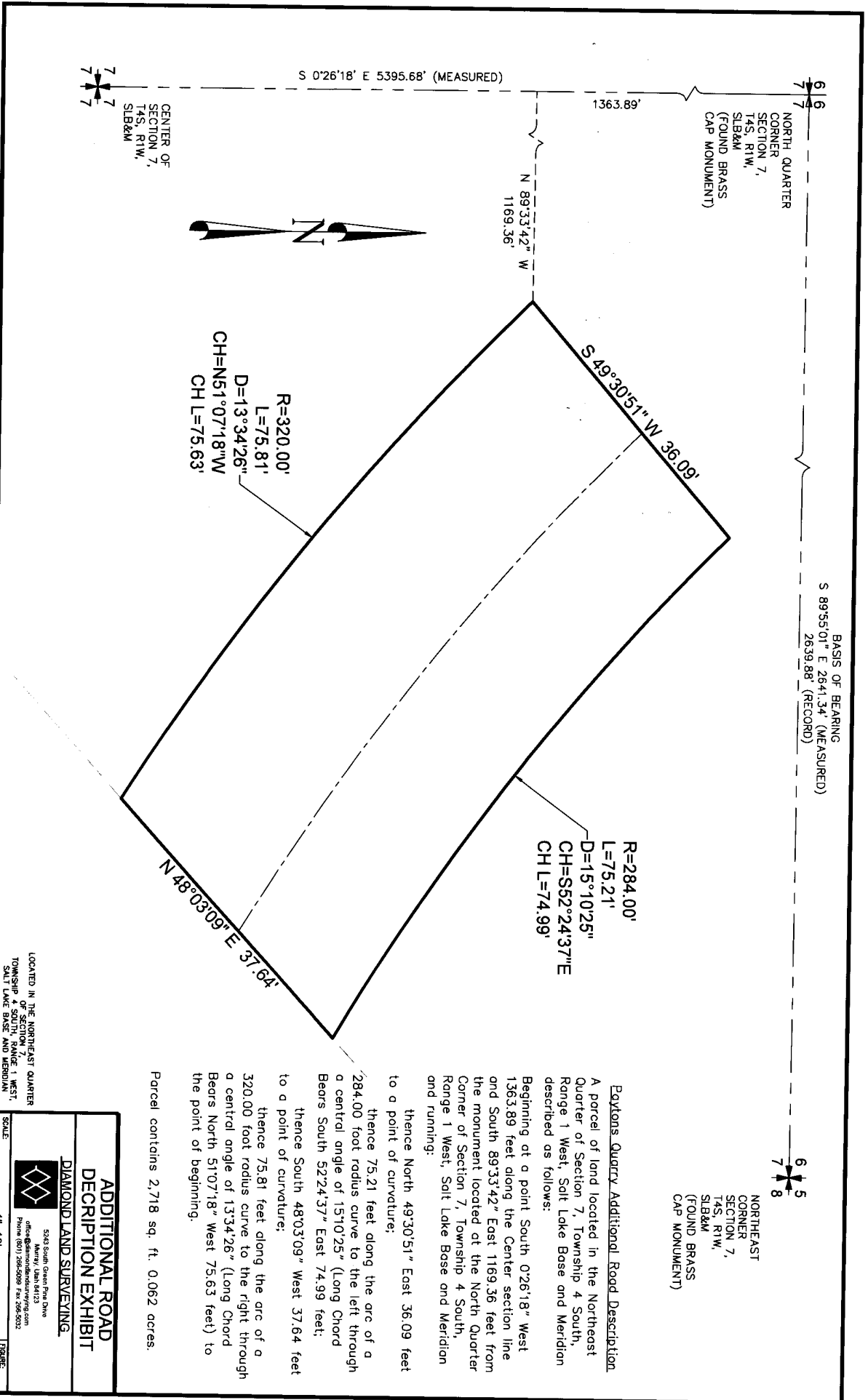
Thence 75.81 feet along the arc of a 320.00 foot radius curve to the right through a central angle of  $13^{\circ}34'26''$  (Long Chord Bears North  $51^{\circ}07'18''$  West 75.63 feet) to the point of beginning.

Parcel contains 2,718 sq. ft. 0.062 acres.

**EXHIBIT "B"**

**Map Depicting Location of Easement**

Attached



BASIS OF BEARING  
 S 89°55'01" E 2641.34' (MEASURED)  
 2639.88' (RECORD)

616  
 NORTH QUARTER  
 CORNER  
 SECTION 7,  
 T4S, R1W,  
 SLB&M  
 (FOUND BRASS  
 CAP MONUMENT)

615  
 NORTHEAST  
 CORNER  
 SECTION 7,  
 T4S, R1W,  
 SLB&M  
 (FOUND BRASS  
 CAP MONUMENT)


R=320.00'  
 L=75.81'  
 D=13°34'26"  
 CH=N51°07'18"W  
 CH L=75.63'

R=284.00'  
 L=75.21'  
 D=15°10'25"  
 CH=S52°24'37"E  
 CH L=74.99'

**Paytons Quarry Additional Road Description**  
 A parcel of land located in the Northeast Quarter of Section 7, Township 4 South, Range 1 West, Salt Lake Base and Meridian described as follows:  
 Beginning of a point South 0°26'18" West 1363.89 feet along the Center section line and South 89°33'42" East 1169.36 feet from the monument located at the North Quarter Corner of Section 7, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running:  
 thence North 49°30'51" East 36.09 feet to a point of curvature;  
 thence 75.21 feet along the arc of a 284.00 foot radius curve to the left through a central angle of 15°10'25" (Long Chord Bears South 52°24'37" East 74.99 feet;  
 thence South 48°03'09" West 37.64 feet to a point of curvature;  
 thence 75.81 feet along the arc of a 320.00 foot radius curve to the right through a central angle of 13°34'26" (Long Chord Bears North 51°07'18" West 75.63 feet) to the point of beginning.

Parcel contains 2,718 sq. ft. 0.062 acres.

LOCATED IN THE NORTHEAST QUARTER  
 OF SECTION 7,  
 TOWNSHIP 4 SOUTH,  
 RANGE 1 WEST,  
 SALT LAKE BASE AND MERIDIAN

<b>ADDITIONAL ROAD DESCRIPTION EXHIBIT</b>	
<b>DIAMOND LAND SURVEYING</b>	
	
5243 South Quarry Pike Drive Murray, Utah 84103 office@diamondland.com Phone (801) 296-5088 Fax 206-9022	
SCALE: 1"=10'	FIGURE: AR-1