

When Recorded Please Return To:
Richard H. Madsen, II, Esq.
RAY QUINNEY & NEBEKER
36 South State Street, #1400
Salt Lake City, Utah 84111

12866103
10/11/2018 3:52:00 PM \$35.00
Book - 10720 Pg - 8534-8545
ADAM GARDINER
Recorder, Salt Lake County, UT
OLD REPUBLIC TITLE DRAPER/OREM
BY: eCASH, DEPUTY - EF 12 P.

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (the "Agreement"), dated as of the 13th day of September, 2018, is executed and recorded by **R4J Investments, LLC**, a Utah limited liability company ("R4J"), **Somerset Villas Owners Association, Inc.**, a Utah nonprofit corporation ("Somerset"), and **HPP LLC**, a Utah limited liability company ("HPP LLC").

RECITALS

WHEREAS, R4J owns certain real property located in Salt Lake County, Utah and more particular described on attached Exhibit "A" (the "**R4J Property**");

WHEREAS, Somerset owns certain real property located adjacent to the R4J Property and more particular described on attached Exhibit "B" (the "**Somerset Property**");

WHEREAS, HPP LLC also owns certain real property located adjacent to the R4J Property and more particular described on attached Exhibit "C" (the "**HPP LLC Property**");

WHEREAS, R4J, Somerset and HPP LLC and/or their predecessors in interest, including, without limitation, 7200 Redwood, LLC, are parties to that certain Access Easement Agreement, dated July 18, 2013 and recorded July 22, 2013 as Entry No. 11688743 with the records of the Salt Lake County Recorder, setting forth a perpetual non-exclusive easement and right-of-way for ingress and egress by vehicular and pedestrian traffic over, through and across a portion of real property described on the attached Exhibit "D" (the "**Easement Area**"); and

WHEREAS, the parties desire to provide for the long-term maintenance and care of the Easement Area, subject to the terms, covenants and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the covenants and conditions contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby act as follows:

1. **Grant of Easement.** R4J, Somerset and HPP LLC, their successors and assigns, hereby grant a reciprocal, perpetual non-exclusive easement and right-of-way for ingress and egress by vehicular and pedestrian traffic over, through and across the Easement Area. R4J, Somerset and HPP LLC agree that none of them shall place any walls, fences, or barriers of any

kind whatsoever on the Easement Area which shall prevent or impair access and movement across the Easement Area. R4J, Somerset and HPP LLC each agree to indemnify, defend and hold harmless each other from and against any claims, liabilities, damages or costs (collectively, "Claims") arising out of or relating to its use of the Easement Area by its invitees, guests or customers unless and to the extent that such Claims are the result of the negligence of the other parties, its invitees, guests or customers.

2. **Maintenance of Easement Area.** The fee simple owners of the R4J Property, the Somerset Property and the HPP LLC Property shall be jointly, severally and equally responsible, at all times, to maintain the Easement Area in good condition and repair, including, without limitation, as a roadway and passageway for vehicular and pedestrian traffic, including, without limitation, paving with concrete or asphalt, snow removal, and other maintenance and repair activities as may be necessary and consistent with West Jordan City regulations and/or local standards. Nothing contained in this Agreement shall prohibit or restrict any property owner from further or additional development, landscaping or use on such owner's property.

Each of the respective fee simple owners of the R4J Property, the Somerset Property and the HPP LLC Property further agree solely and without any contribution from any of the other owners to promptly repair any damage, other than normal wear and tear, to the Easement Area and improvements located thereon (including, without limitation, any and all curbs, gutters, asphalt surfaces, etc.) caused solely by such owner or its agents exercise of its rights hereunder, its development and construction of and improvements to its respective property, and the use by its agents, customers, invitees, licensees or occupants. In the event of any such damage caused by an owner or its agents, such owner shall be solely and individually responsible for the prompt repair of, and the costs and expenses associated with, any such damage. In the event such repair, costs or expenses are not satisfied within thirty (30) days of the occurrence of any such damage, the Designated Owner shall be entitled to record and enforce a Notice of Lien against the responsible owner's property pursuant to the terms and conditions set forth in Section 5 below. Each of such fee simple owners shall keep the Easement Area free from any liens arising out of work performed, materials furnished, or obligations incurred by, through, for, or under such fee simple owner and shall use reasonable efforts to minimize disruption and inconvenience to the other fee simple owners and their agents, customers, invitees, licensees or occupants caused by any development or construction of an owner's property contiguous to the Easement Area.

3. **Designated Owner.** Somerset will coordinate the Easement Area maintenance and snow removal described in paragraph 2 above as the owner designated for such responsibility (the "Designated Owner") including collection of the "Maintenance Fee" and "Special Assessment" described below. Somerset shall serve in the capacity as the Designated Owner until such time that at least two (2) of the three (3) fee simple lot owners of the R4J Property, the Somerset Property and the HPP LLC Property elect, in writing, to change the Designated Owner. The Designated Owner shall not be paid any management, administrative or similar fee. The obligations of the Designated Owner will then burden and run with the particular property owned by the Designated Owner, and each successor owner of said property will become the Designated Owner for purposes of this Agreement. In the event at any time in the future none of the fee simple owners of the R4J Property, the Somerset Property or the HPP LLC Property desire to be the Designated Owner, all responsibilities for the

Easement Area maintenance and snow removal shall revert back to each individual owner such that each owner shall be responsible for his/her/its own property.

If the Designated Owner fails to properly coordinate the maintenance of the Easement Area and/or the snow removal as described in paragraph 2 above and as required by this paragraph 3, any of the other fee simple owners may give the Designated Owner written notice of the claimed failure, and the Designated Owner shall have ten (10) days following the receipt of such written notice to cure such failure. If the Designated Owner does not cure the failure within the ten (10) day period, or if such failure is not curable within the ten (10) day period and the Designated Owner has not begun to cure such failure within the ten (10) day period, any of the other fee simple owners may, but shall not be required to, cure the failure, and then seek reimbursement from the other fee simple owners for their respective equal share of such expenses. Such reimbursements shall be made immediately. If any such reimbursement is not paid in full within ten (10) days after written notice, the unpaid amount shall bear interest at the rate of ten percent (10%) per annum from the date of receipt of the written notice until the date such amount is paid in full.

4. **Maintenance Fee / Special Assessments.** Each of the fee simple owners of the R4J Property, the Somerset Property and the HPP LLC Property shall pay to the Designated Owner an equal pro-rata one-third (1/3) share of the maintenance fee (the "**Maintenance Fee**") for the maintenance of the Easement Area and the snow removal on the Easement Area. The Maintenance Fee shall be assessed by the Designated Owner on an annual basis to the fee simple owners of the R4J Property, the Somerset Property and the HPP LLC Property and such fee simple owners shall pay the applicable Maintenance Fee within ten (10) days following written notice from the Designated Owner.

In addition to the annual Maintenance Fee authorized above, and in the event of a need for a special assessment for paving, asphalt or other extraordinary maintenance to the Easement Area (other than snow removal and routine maintenance and upkeep), the Designated Owner may levy a special assessment ("**Special Assessment**") to each of the fee simple owners of the R4J Property, the Somerset Property and the HPP LLC Property on an equal pro-rata one-third (1/3) share of the aggregate Special Assessment for the purpose of addressing such extraordinary maintenance expenses; provided that any such Special Assessment shall have the assent of at least two (2) of the three (3) fee simple lot owners of the R4J Property, the Somerset Property and the HPP LLC Property. The fee simple owners of the R4J Property, the Somerset Property and the HPP LLC Property shall be assessed as necessary in compliance with the provisions set forth above and such fee simple owners shall each pay their portion of the applicable Special Assessment within ten (10) days following written notice of a Special Assessment from the Designated Owner provided the required assent of at least two (2) of the three (3) fee simple lot owners has been obtained as provided for above.

The Designated Owner shall deposit each installment of the Maintenance Fee, and Special Assessment, if applicable, into a separate bank account (the "**Easement Account**") established by the Designated Owner for use in accordance with the terms of this Agreement. The Maintenance Fee, and Special Assessment, if applicable, shall represent a contribution of the fee simple owners of the R4J Property, the Somerset Property and the HPP LLC Property towards payment of the entire costs of maintaining the Easement Area and snow removal on the Easement Area. If any such Maintenance

Fee, or Special Assessment, if applicable, is not paid in full within ten (10) days after it is due, the unpaid amount shall bear interest at the rate of ten percent (10%) per annum from the due date until the date such amount is paid in full. The Designated Owner may take legal action to collect Maintenance Fees and Special Assessments, if applicable, together with all attorneys' fees and legal expenses incurred by the Designated Owner to collect such Maintenance Fees and Special Assessments, if applicable.

The actual costs of maintaining the Easement Area and snow removal on the Easement Area may exceed the accumulated Maintenance Fees collected by the Designated Owner. In such event, from time to time, the Designated Owner shall notify the other fee simple owners of the additional amount that is necessary to pay for all required maintenance and snow removal. Each fee simple owner shall promptly pay their equal pro-rata one-third (1/3) share of such amount to the Designated Owner. If any such payment is not paid in full within ten (10) days after written notice, the unpaid amount shall bear interest at the rate of ten percent (10%) per annum from the date of receipt of the written notice until the date such amount is paid in full.

The fee simple owners, or their authorized agents or representatives, shall be permitted, upon forty-eight (48) hours advance written notice to the Designated Owner, to review the accounting, books, and supporting documentation for the Maintenance Fees and any Special Assessments.

Except for the regular payment to vendors and service providers relating to the maintenance of the Easement Area and snow removal on the Easement Area, the Designated Owner may transfer the funds in the Easement Account to any other individual or entity only with the written consent of at least two (2) of the three (3) fee simple owners of the R4J Property, the Somerset Property and the HPP LLC Property.

5. **Notice of Lien.** In the event that a fee simple owner fails to pay any amount due under this Agreement within thirty (30) days after it is due, the Designated Owner shall be entitled to record a Notice of Lien against the delinquent fee simple owner's property in the amounts then due and owing. The Designated Owner shall be entitled to enforce such Notice of Lien as if it were a mechanic's lien under Utah law.

6. **Amendment or Modification.** This Agreement may be amended or modified from time to time only by a recorded document executed by all of the fee simple owners, lessees, and holders of recorded mortgages or deeds of trust which then encumber the fee or lease estate of the R4J Property, the Somerset Property and the HPP LLC Property. The consent or approval of no other person shall be required to accomplish any amendment or modification hereto.

7. **Covenants Run with the Land.** All of the provisions, agreements, rights, powers, covenants, conditions, obligations, and easements contained in this Agreement shall be binding upon and inure to the benefit of the fee simple owners of the R4J Property, the Somerset Property and the HPP LLC Property, their respective successors, assigns, heirs, devisees, executors, administrators, subsidiaries, representatives, lessees, sublessees, members and all other persons or entities acquiring either tenement, or any portion thereof or interest therein. All of the provisions, agreements, rights, powers, covenants, conditions, obligations and easements contained in this Agreement shall be covenants running with the R4J Property, the Somerset Property and the HPP LLC Property, both for

the benefit of each tenement and as a burden upon each, pursuant to the applicable laws of the State of Utah.

8. **Attorneys' Fees.** If a lawsuit is commenced or any other action taken to enforce or interpret any of the provisions of this Agreement, the prevailing or non-defaulting party, as applicable, shall have the right to recover its reasonable attorneys' fees and legal costs from the unsuccessful or defaulting party, as applicable, including all such fees and costs incurred in bankruptcy proceedings and in any appellate process.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The courts of Salt Lake County, State of Utah shall have exclusive jurisdiction over any and all disputes arising out of this Agreement.

10. **Severability.** The invalidity or unenforceability of any provision of this Agreement with respect to a particular party or set of circumstances shall not in any way affect the validity or enforceability of any other provision hereof, or the same provision when applied to another party or to a different set of circumstances.

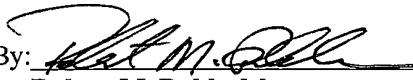
11. **Entire Agreement.** This Agreement, including the attached exhibits, contain the entire agreement with respect to the subject matter of this Agreement, and all prior negotiations and agreements with respect to such subject matter are merged herein.

12. **Notices.** Notices, demands, and statements required or desired to be given hereunder shall be in writing and shall be by personal delivery thereof or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, addressed to a good and sufficient address for the intended recipient. The date notice is deemed to have been given shall be the date of actual delivery to the party concerned.

[Signature Pages to Follow]

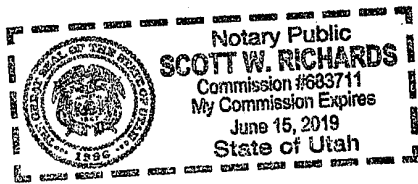
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.


R4J INVESTMENTS, LLC

By: 
Robert M. Dahle, Manager

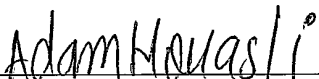
STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 10th day of October, 2018, personally appeared before me Robert M. Dahle, who being by me duly sworn, acknowledged to me that he executed the foregoing document as Manager of R4J Investments, LLC, a Utah limited liability company, for its stated purpose.




Notary Public

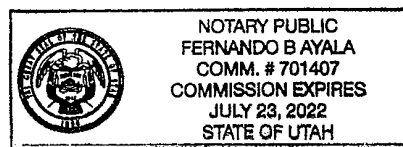
SOMERSET VILLAS OWNERS ASSOCIATION, INC.

By: 
Adam Houasli, President

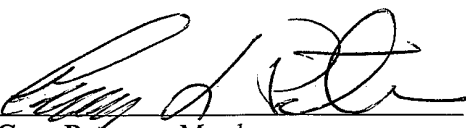
STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 13 day of SEPTEMBER, 2018, personally appeared before me Adam Houasli, who being by me duly sworn, acknowledged to me that he executed the foregoing document as President of Somerset Villas Owners Association, Inc., a Utah nonprofit corporation, for its stated purpose.


Notary Public




HPP LLC

By: 
Gary Peterson, Member

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 16th day of October, 2018, personally appeared before me Gary Peterson, who being by me duly sworn, acknowledged to me that he executed the foregoing document as an authorized Member of HPP LLC, a Utah limited liability company, for its stated purpose.


Notary Public

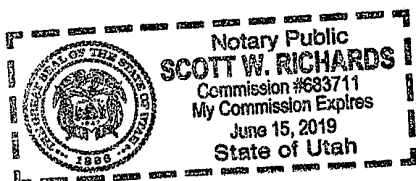


EXHIBIT A
Legal Description – R4J Property

File No.: 1832096SR

Parcel "A", R4J INVESTMENTS COMMERCIAL PLAT, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, State of Utah.

(The following is for informational purposes only: Tax ID No. 21-27-201-176)

EXHIBIT "B"
Legal Description – Somerset Property

Parcel Identification No. 21-27-201-132

Beginning at a point South 0°03'25" East 824.70 feet along the center of section line and East 303 feet from the North Quarter Corner of Section 27, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point also being the Northwest corner of that certain property described as Parcel 2 in that certain Warranty Deed recorded February 10, 2010 as Entry No. 10895480; running thence North 89°56'35" East 258.18 feet; thence East 160.95 feet, more or less to the West line of The Compass Cove Condominium Phases 2 and 3; thence along said West line, South 99.00 feet, more or less, to the Southwest corner of said condominium project; thence running along the south boundary of said condominium project, East 303.51 feet, more or less to the West boundary line of the Velarde Subdivision Amended; thence South, along said West line, 96.41 feet, more or less to the North line of that certain property owned by the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah Corporation Sole; thence along the boundaries of said property the following two (2) calls: West 191.16 feet, more or less to the Northwest corner of said property; thence South 297 feet along said Church property line; thence West 531 feet, more or less, to a point 250 feet East of the West boundary line of Redwood Road; thence North 495.86 feet, more or less, to the point of beginning.

BEG S 0:03'25" E 824.70 FT & E 303 FT FR N 1/4 COR SEC 27 T2S R1W S1M: N 89:56'35" E 258.18 FT: E 160.95 FT: S 0:13' E 99.60 FT: N 89:59'38" E 462.11 FT: S 0:03'24" E 96.01 FT: S 89:51'36" W 349.58 FT: S 0:03' W 298.14 FT: S 89:56'35" W 530.78 FT: N 495 FT TO BEG 1 FSS LOTS, (BEING COMMON AREA & PRIVATE R/WAYS FOR SOMERSET VILLAS PH 1 & 2) 6.56 AC M OR L.

EXHIBIT "C"
Legal Description – HPP LLC Property

File No.: 1827801SR

Lot 1, R4J INVESTMENTS COMMERCIAL PLAT, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, State of Utah.

(The following is for informational purposes only: Tax ID No. 21-27-201-177)

EXHIBIT "D"
Legal Description of Easement Area

A PERPETUAL CROSS ACCESS EASEMENT BETWEEN R4J AND THE LOT OWNERS OF THE LOTS LOCATED IN SOMERSET VILLAS PHASE 1 AND 2 SUBDIVISIONS. SAID EASEMENT IS SITUATE IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN SALT LAKE COUNTY, UTAH. SAID EASEMENT IS ALSO KNOWN AS "PARCEL B" OF THE SOMERSET VILLAS PHASE 1 SUBDIVISION PLAT AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 68 (REDWOOD ROAD) 1,532.02 FEET N.0°03'25"W. ALONG THE QUARTER SECTION LINE AND 53.00 FEET N.89°47'25"E. FROM THE CENTER QUARTER CORNER OF SAID SECTION 27, (NOTE: THE BASIS OF BEARING FOR THIS EASEMENT IS N.00°03'25"W. 2,652.32 FEET ALONG THE CENTER QUARTER LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE CENTER QUARTER CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 27, AND RUNNING THENCE S.48°15'19"E. 4.47 FEET TO THE BEGINNING OF A 21-FOOT RADIUS CURVE TO THE LEFT, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 15.31 FEET THROUGH A DELTA OF 41°46'32" (NOTE: CHORD TO SAID CURVE BEARS S.69°08'35"E. FOR A DISTANCE OF 14.98 FEET); THENCE N.89°58'09"E. 23.41 FEET, TO THE BEGINNING OF A 55.5-FOOT RADIUS CURVE TO THE RIGHT, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 25.03 FEET THROUGH A DELTA OF 25°50'31" (NOTE: CHORD TO SAID CURVE BEARS S.77°06'36"E. FOR A DISTANCE OF 24.82 FEET), TO THE BEGINNING OF A 44.5-FOOT RADIUS CURVE TO THE LEFT, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 20.07 FEET THROUGH A DELTA OF 25°50'31" (NOTE: CHORD TO SAID CURVE BEARS S.77°06'36"E. FOR A DISTANCE OF 19.90 FEET); THENCE N.89°58'09"E. 50.75 FEET, TO THE BEGINNING OF A 5-FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 5.52 FEET THROUGH A DELTA OF 63°15'22" (NOTE: CHORD TO SAID CURVE BEARS N.58°20'28"E. FOR A DISTANCE OF 5.24 FEET), TO THE BEGINNING OF A 45-FOOT RADIUS REVERSE CURVE TO THE RIGHT, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 99.99 FEET THROUGH A DELTA OF 127°18'30" (NOTE: CHORD TO SAID CURVE BEARS S.89°37'58"E. FOR A DISTANCE OF 80.65 FEET), TO THE BEGINNING OF A 5-FOOT RADIUS REVERSE CURVE TO THE LEFT, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 5.38 FEET THROUGH A DELTA OF 61°38'29" (NOTE: CHORD TO SAID CURVE BEARS S.56°47'57"E. FOR A DISTANCE OF 5.12 FEET), TO THE BEGINNING OF A 21-FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 15.61 FEET THROUGH A DELTA OF 42°35'49" (NOTE: CHORD TO SAID CURVE BEARS N.71°04'54"E. FOR A DISTANCE OF 15.26 FEET); THENCE N.49°47'00"E. 14.35 FEET; THENCE SOUTH 69.56 FEET; THENCE N.47°34'55"W. 11.08 FEET; TO THE BEGINNING OF A 17-FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHWESTERLY ALONG

THE ARC OF SAID CURVE 11.45 FEET THROUGH A DELTA OF 38°34'27" (NOTE: CHORD TO SAID CURVE BEARS N.66°52'08"W. FOR A DISTANCE OF 11.23 FEET), TO THE BEGINNING OF A 476.50-FOOT RADIUS CURVE TO THE LEFT, THENCE WESTERLY ALONG THE ARC OF SAID CURVE 31.96 FEET THROUGH A DELTA OF 03°50'34" (NOTE: CHORD TO SAID CURVE BEARS N.88°04'38"W. FOR A DISTANCE OF 31.95 FEET); THENCE S.89°58'09"W. 178.21 FEET, TO THE BEGINNING OF A 17-FOOT RADIUS CURVE TO THE LEFT, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 12.18 FEET THROUGH A DELTA OF 41°03'09" (NOTE: CHORD TO SAID CURVE BEARS S.69°26'34"W. FOR A DISTANCE OF 11.92 FEET); THENCE S.48°55'00"W. 13.24 FEET TO A POINT IN SAID EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 68 (REDWOOD ROAD); THENCE ALONG SAID RIGHT OF WAY LINE N.00°03'25"W. 74.19 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 13,394 SQUARE FEET OR 0.307 ACRES.

