

DECLARATION OF ACCESS EASEMENT

THIS ACCESS, MAINTENANCE, AND USE AGREEMENT ("Agreement") is made as of the 8th day of January, 2019, by Grayhawk Apartments at Rivers Edge, LLC ("Grantor"), a Utah Limited Liability Company located at 11650 South State Street, Suite 300, Draper, Utah, and Bach Rentals, LLC ("Grantee"), a Utah Limited Liability Company located at 11650 South State Street, Suite 300, Draper, Utah.

RECITALS

A. Grantor owns fee title to the real property described as Parcel #1 in the Easement Exhibit attached hereto, an apartment community in St. George City, Washington County, Utah, according to the recorded plat thereof (the "Grantor Tract") and Grantee owns fee title to the real property described as Parcel #2 in the Easement Exhibit attached hereto, a tract of land located in St. George City, Washington County, Utah (the "Property").

B. The parties desire to create the easements, covenants and restrictions provided for below.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. **Cross Access.**

a. Grantor hereby grants to Grantee, its tenants, customers, invitees, employees, licensees, successors and assigns for the benefit of and as easements appurtenant to the Property, for the perpetual non-exclusive right, privilege and easement to use only the north eastern driveways in accordance with **Exhibit A**, roadways, access ways, sidewalks, walkways, exists, entrances, and other paved areas as the same may exist or be modified from time to time on the Grantor Tract, in other charge being made therefor, for the purpose of vehicular and pedestrian ingress and egress to and from Dino Crossing. Grantor shall have the right to relocate or otherwise modify such driveways, access ways, sidewalks, walkways, exists, entrances, and other paved areas provided that reasonable access to and from the property is not significantly impaired.

b. Grantee hereby grants to Grantor, its tenants, customers, invitees, employees, licensees, successors and assigns, for the benefit of and as easements appurtenant to Grantor Tract, the perpetual non-exclusive right, privilege and easement to use the driveways, access ways, sidewalks, walkways, exits, entrances and other paved areas as the same may exist from time to time on the Property, in common with the others entitled thereto, without payment of any fee or other charge being made therefor, for the purpose of vehicular and pedestrian ingress and egress.

2. **Maintenance and Cure.**

a. The term "Owner" means the fee simple owner from time to time of any Site. The term "Site" means each portion of the Grantor Tract, and Property owned by an Owner, whether a separately platted lot or otherwise described. The term "Access Area" means the easement areas described above.

b. Each Owner shall keep the Access Area on its Site in good order, condition and repair, including replacement as required, and reasonably free of snow, ice, and debris.

c. If any Owner (the "Defaulting Party") fails to perform any of its obligations as set forth above any other Owner (the "Curing Party") may (but shall not be required to) (i) if no emergency exists, perform the same after giving twenty (20) days' notice to the Defaulting Party (unless within such twenty (20) day period the Defaulting Party shall commence the necessary action and thereafter continue the same with diligence), and (ii) in an emergency situation, perform the same without notice or delay. The Defaulting Party shall reimburse the Curing Party for the reasonable costs, including professional and attorney fees, incurred to perform such obligation. Any such amount not paid within ten (10) days after demand shall bear interest from the date of demand until reimbursed at an annual interest rate equal to the lesser of four (4) percentage points in excess of the Wall Street prime rate of interest on the date of demand or the highest rate of interest which may be legally charged to such party. Any Defaulting Party who fails to pay any amounts payable under this provision shall pay all costs and expenses incurred by the Curing Party in collecting such amounts, including without limitation, reasonable attorneys' fees and court costs.

d. Each Owner hereby grants to the other Owners non-exclusive rights of entry and non-exclusive easements over and across all parts of the Access Area on its Site for all purposes reasonable necessary to enable the Curing Party (acting directly or through agents, contractors, or subcontractors) to perform any of the obligations hereof which the Defaulting Party has failed to perform. Except for willful misconduct or gross negligence, the Curing Party shall not be liable or in any way responsible for any loss, inconvenience, annoyance or damage resulting to the Defaulting Party or anyone holding under the Defaulting Party for any action taken pursuant hereto.

3. Remedies Cumulative.

a. All rights, privileges, and remedies afforded any Owner hereunder shall be deemed cumulative and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein. Each owner shall have the right to enforce any provision of this agreement in a court of competent jurisdiction by injunction, specific performance or otherwise. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Agreement or any provision herein, the prevailing party or parties shall be entitled to the judgment for the reasonable attorneys' fees and court costs incurred in any such action.

4. Miscellaneous. This Agreement:

- a. constitutes the entire agreement between the parties hereto with respect to the subject matter hereof;
- b. shall be construed and governed by the laws of the State of Utah;
- c. may not be amended except by written agreement of the parties hereto; and
- d. may be executed in multiple counterparts, whether of the entire agreement or of the signature page, or both, all of which counterparts taken together shall constitute the complete Agreement.

5. Facsimile.

a. Facsimile and/or electronic counterpart copies of this Agreement shall be considered as originals for all purposes, including execution and delivery.

IN WITNESS WHEREOF, the parties have executed this Declaration of Access Easement Agreement as of the date first set forth above.

"Grantor"

Grayhawk Apartments at Rivers Edge, LLC

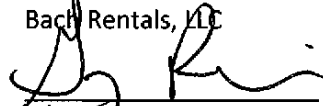
By:


Managing Member
Authorized Signatory

"Grantee"

Bach Rentals, LLC

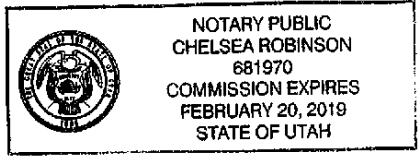
By:


Managing Member
Authorized Signatory

STATE OF Utah)

) ss.

COUNTY OF Salt Lake)



On this 8 day of January 2019, before me, the undersigned Notary Public, in and for said state, personally appeared Greg ~~Ben~~ Bindlisbacher, Manager of Steeplechase Apartments, LLC a Utah limited liability company, known to me to be the person described in and who executed the within document in behalf of said limited liability company, and acknowledged to me that he executed the same for the purposes therein stated, and he acknowledged execution thereof to be on behalf of and the free act and deed of said limited liability company.

Subscribed and sworn to me the day and year above written.

Notary Public:

My commission expires:

2/20/19

EASEMENT EXHIBIT**Parcel 1:** (Grayhawk Apartments)(SG-5-2-28-31032)

Beginning at the southerly corner of Dinosaur Crossing Subdivision Phase 1, as found on file at the Washington County Recorder's office as Entry No. 20110038437, said point being North 00°54'14" East 1,354.84 feet along the Section Line and East 2,305.47 feet from the South Quarter Corner of Section 28, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running; thence northerly the following (2) courses along the southerly and easterly lines of said Dinosaur Crossing Subdivision Phase 1; thence North 53°53'34" East 655.56 feet; thence North 36°06'26" West 215.75 feet; thence North 53°53'34" East 317.42 feet to the Southwest Corner of Bedrock Townhomes Phase 2; thence northeasterly the following (2) courses along the southerly line of Bedrock Townhomes Phase 2; thence North 72°40'30" East 352.57 feet; thence South 72°24'42" East 50.00 feet; thence southwesterly 174.40 feet along an arc of a 350.00 foot radius curve to the right (center bears North 72°24'42" West, long chord bears South 31°51'47" West 172.60 feet with a central angle of 28°32'57"); thence South 46°08'15" West 47.37 feet; thence southwesterly 280.65 feet along an arc of a 600.00 foot radius curve to the left (center bears South 43°51'45" East, long chord bears South 32°44'15" West 278.10 feet with a central angle of 26°48'00"); thence South 19°20'15" West 363.75 feet; thence South 68°50'35" East 191.66 feet; thence southwesterly 180.11 feet along an arc of a 1,020.00 foot radius curve to the right (center bears North 52°28'40" West, long chord bears South 42°34'51" West 179.88 feet with a central angle of 10°07'02"); thence South 47°38'22" West 500.75 feet; thence North 36°06'26" West 566.92 feet to the Point of Beginning.

Parcel 2: (Proposed subdivision legal of Redhawk Homes, a Residential Planned Unit Development)(SG-5-2-27-34401)

A part of the Southeast Quarter of Section 27, Township 42 South, Range 15 West, Salt Lake Base and Meridian, U.S. Survey in Washington County, Utah:

Beginning at a point located 1957.31 feet North 0°54'14" East along the Section Line and 3120.69 feet South 89°05'46" East from the South Quarter Corner of Section 28 of said Township and Range; and running thence North 35°38'57" East 55.13 feet; thence North 40°55'38" East 229.08 feet; thence North 71°32'36" East 40.14 feet; thence Southerly 88.71 feet along the arc of a 428.50 foot radius curve to the left (Center bears North 76°15'14" East, Central Angle equals 11°51'41" and Long Chord bears South 19°40'37" East 88.55 feet); thence South 25°36'27" East 14.77 feet to a point of curvature; thence Southerly a distance of 251.32 feet along the arc of a 390.50 foot radius curve to the right (Center bears South 64°23'33" West, Central Angle equals 36°52'30" and Long Chord bears South 7°10'12" East 247.01 feet); thence North 68°50'35" West 308.07 feet to the point of beginning.

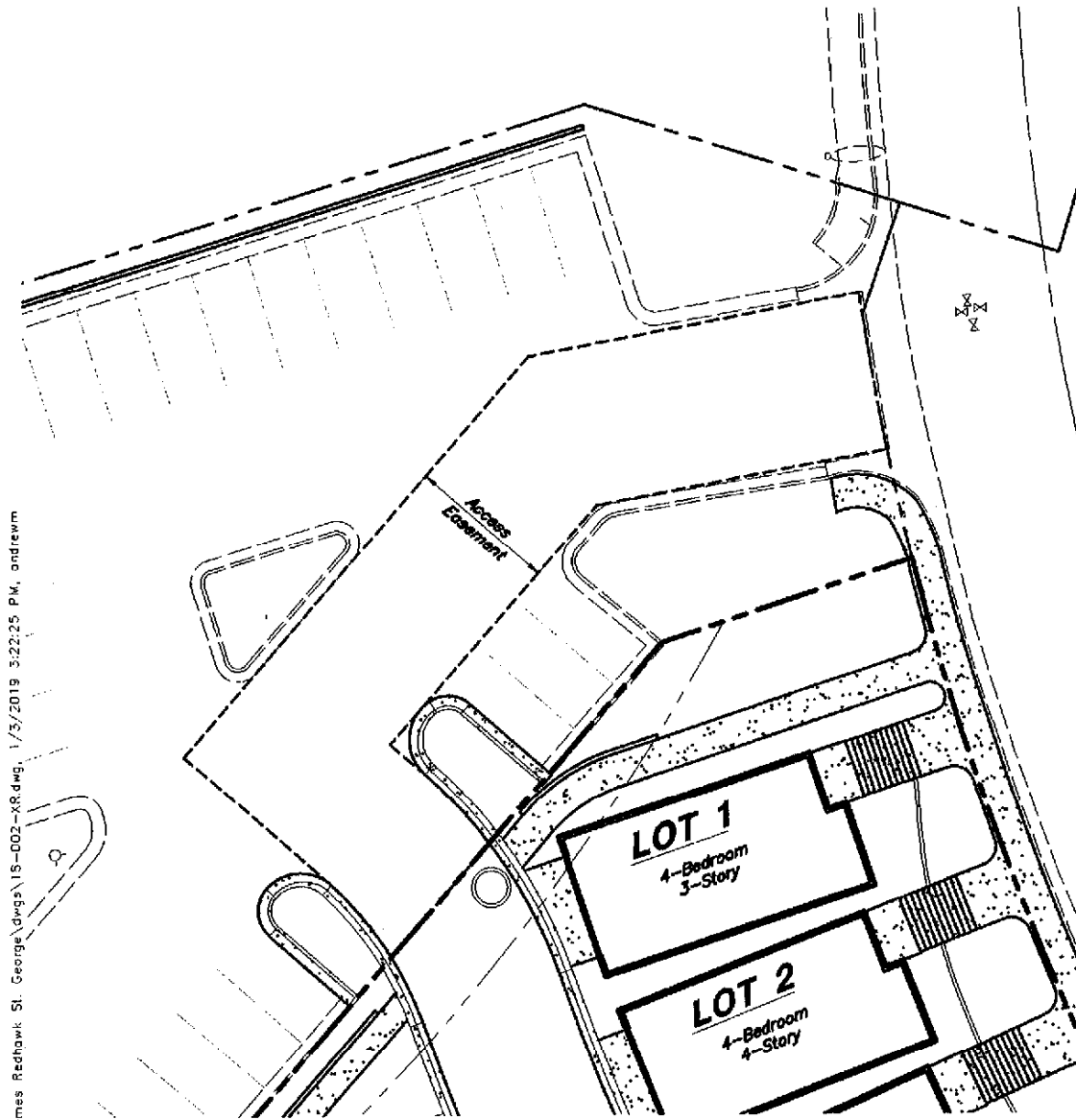
EXHIBIT A**Red Hawk
Access Easement****January 3, 2019**

A part of the Southeast Quarter of Section 27, Township 42 South, Range 15 West, Salt Lake Base and Meridian, U.S. Survey in Washington County, Utah:

Beginning at a point on the Easterly Line of Grantor's Property, on the Westerly Line of Dinosaur Crossing Drive located 2207.77 feet North $0^{\circ}54'14''$ East along the Section Line; and 3333.36 feet South $89^{\circ}05'46''$ East from the South Quarter Corner of Section 28; and running thence South $79^{\circ}24'48''$ West 44.72 feet; thence South $41^{\circ}05'17''$ West 48.04 feet; thence South $48^{\circ}54'43''$ East 7.40 feet to a point of curvature; thence Southeasterly along the arc of a 73.00 foot radius curve to the right a distance of 13.82 feet (Central Angle equals $10^{\circ}51'01''$ and Long Chord bears South $42^{\circ}21'50''$ East 13.80 feet) to the Easterly Line of Grantor's Property; thence South $40^{\circ}55'38''$ West 22.73 feet along said Easterly Line; thence Northwesterly along the arc of a 51.00 foot radius curve to the left a distance of 14.25 feet (Center bears South $58^{\circ}26'15''$ West, Central Angle equals $16^{\circ}00'21''$ and Long Chord bears North $39^{\circ}33'56''$ West 14.20 feet; thence North $48^{\circ}54'43''$ West 29.66 feet; thence North $41^{\circ}05'17''$ East 80.28 feet; thence North $79^{\circ}24'48''$ East 52.81 feet to the Westerly Line of said Dinosaur Crossing Drive; thence along said Westerly Line the following two courses: Southwesterly along the arc of a 350.00 foot radius curve to the right a distance of 3.91 feet (Center bears North $70^{\circ}06'22''$ West, Central Angle equals $0^{\circ}38'22''$ and Long Chord bears South $20^{\circ}12'49''$ West 3.91 feet); and Southeasterly along the arc of a 428.50 foot radius curve to the left a distance of 20.65 feet (Center bears North $81^{\circ}16'25''$ East, Central Angle equals $2^{\circ}45'39''$ and Long Chord bears South $10^{\circ}06'24''$ East 20.65 feet) to the point of beginning.

Contains 3,308 sq. ft.

EXHIBIT A



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