

WHEN RECORDED RETURN TO:

ABF Real Estate, LLC  
847 E Draper Meadow Lane  
Draper, UT 84020

**COURTESY RECORDING**

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. GT Title Services hereby expressly disclaims any responsibility or liability for the accuracy or content thereof.

**ACCESS AND UTILITY EASEMENT AGREEMENT**

This ACCESS AND UTILITY EASEMENT AGREEMENT ("Agreement") is executed this 24<sup>th</sup> day of May 2022, by and between Jarvie Estates Development, LLC, a Utah limited liability company ("Grantor"), on the one hand; and ABF Real Estate, LLC, a Utah limited liability company ("Grantee") on the other hand. The Grantor and Grantee may be referred to collectively as the "Parties."

**RECITALS**

WHEREAS, Grantee owns certain property located at 498 East 13800 South, Draper Utah, as more particularly described on Exhibit A attached hereto and incorporated herein (the "Grantee Property"); and

WHEREAS, the Jarvie Estates Subdivision is a residential subdivision located at approximately 548 East 13800 South, Draper, Utah, as more particularly described on Exhibit B attached hereto and incorporated herein (the "Grantor Property");

WHEREAS, a private road named Jarvie Lane (525 East), is located within a portion of the Jarvie Estates Subdivision (the "Private Lane");

WHEREAS, Grantor is an owner and the developer of the Jarvie Estates Subdivision; and

WHEREAS, Grantee has requested, and Grantor has agreed pursuant to the terms hereof, to grant to Grantee an access and utilities easement over, across, upon and underneath the Private Lane.

NOW, THEREFORE, in consideration of the premises and the covenants herein contained and other good and valuable consideration the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

1. Grant of General Easements: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, transfers, and conveys to Grantee the following easements (the "Easements"):
  - A. Access Easement: A non-exclusive and perpetual easement and right-of-way on, over, across and through the Private Lane, for ingress and egress by vehicular and pedestrian traffic at all times by Grantee and Grantee's successors and assigns as

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05/31/2022 02:42 PM By: dkilpack Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
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1250 E. 200 S., SUITE 3DLEHI, UT 84043

owners of the Grantee Property, and its and their respective tenants, subtenants, licensees and invitees (collectively "Grantee Parties").

B. Utility Easement: A non-exclusive and perpetual underground utility easement underneath the Private Lane, for the purpose of erecting, using, maintaining, replacing or repairing water, gas, electric, telecommunication or internet, and sewer utilities in, to and for the benefit of the Grantee Property, by use and for the benefit of Grantee Parties, and as and to the extent Grantee Parties may now or hereafter deem necessary or appropriate for the proper operation and maintenance of the Grantee Property.

2. Covenants Run with Land; Various Events:

A. Covenant Run with Land: Each Easement contained in this Agreement shall (i) create an equitable servitude on the Grantor Property in favor of the Grantee Property (but no other real property); (ii) constitute a covenant running with the land; (iii) benefit and bind each party; (iv) benefit and bind each and every party whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or other means.

3. No Termination: In no event shall either party hereto have a right to terminate or rescind this Easement, or to assert that this Easement is void, voidable, or subject to termination or rescission, as a result of a default or alleged default hereunder by the other party hereto, and each of Grantor and Grantee, for itself, its successors and assigns, hereby irrevocably waives, releases and relinquishes, any such right of termination or rescission, and/or any such right to assert or seek such remedy. This provision shall not prejudice the right of either party to seek monetary damages or specific performance.
4. Homeowners Association Membership. Notwithstanding anything else herein to the contrary, it is the intent of the Parties that the Grantee Property be annexed into the Jarvie Estates Subdivision as amended and that the Grantee and Grantee's successors and assigns as owners of the Grantee Property shall become members of the Jarvie Estates Owners Association (the "Association") and the Grantee Property, Grantee, and Grantee's successors and assigns as owners of the Grantee Property shall be subject to the Declaration of Covenants, Conditions, and Restrictions for Jarvie Estates as amended from time to time (the "Declaration"). It is not the intention of the Parties to for Grantor to give or Grantee to receive any rights or interest that are more or less than any other property or owner within the Association. Once the Grantee Property has been annexed into the Association through the recording of a supplemental declaration against the Grantee Property, the Declaration shall supersede this Agreement and and the Declaration

shall control the rights of Grantee and Grantee's successors and assigns as owners of the Grantee Property with respect to any easements and use of the Private Lane and this Agreement shall be of no further force or effect.

- 5. Governing Law: These Easements shall be construed under and shall be enforceable in accordance with the laws of the State of Utah.

WITNESS the hand of the Grantor, this 24th day of May, 2022.

JARVIE ESTATES DEVELOPMENT, LLC, a Utah limited liability company

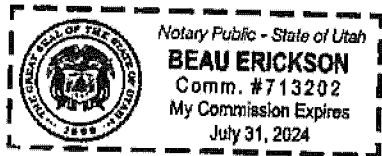
By: [Signature]  
Name: JACOB TOOMBS  
Title: President

STATE OF UTAH )  
: ss.

COUNTY OF SALT LAKE )

On the 24th day of May, 2022, personally appeared before me Jacob Toombs, the signer of the above instrument, who duly acknowledged to me that he executed the same as President of Jarvie Estates Development, LLC, a Utah limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



[Signature]  
Notary Public

My Commission Expires: July 31, 2024

**EXHIBIT A**

**GRANTEE PROPERTY**

**Legal Description:**

BEG 25 FT E & 596.47 FT S FR NW COR OF NE 1/4 OF SE 1/4 OF SEC 6, T 4S, R 1E, S L M; S 264.4 FT; E 164.75 FT; N 264.4 FT; W 164.75 FT TO BEG. 1.0 AC M OR L. 5157-0935. 5339-1319,1320 5427-2531 5546-0986 5750-2224 5956-1177 6604-1482 8639-8045

and

BEG S 596.47 FT FR NW COR OF NE 1/4 OF SE 1/4 SEC 6, T 4S, R1E, SLM; E 25 FT; S 264.4 FT; W 25 FT; N 264.4 FT TO BEG. 0.15 AC M OR L. 5339-1096 6048-2566 8188-0343 8188-0345 8639-8045

**Parcel Numbers:**

34-06-426-004-0000

and

34-06-426-049

**EXHIBIT B**  
**GRANTOR PROPERTY**

Lots 101 through 107, Jarvie Estate Subdivision, and the Private Lane (525 East) according to the official plat thereof on file with the Salt Lake County Recorder's office.