

WHEN RECORDED RETURN TO:

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

COURTESY RECORDING

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Tax Parcel No(s):
34-06-426-064, 34-06-426-004 and 34-06-426-049

ACCESS AND UTILITY EASEMENT AGREEMENT

This ACCESS AND UTILITY EASEMENT AGREEMENT ("Agreement") is executed this 5th day of December 2022, by JARVIE ESTATES OWNERS ASSOCIATION, a Utah non-profit corporation ("Grantor"), in favor of ABF Real Estate, LLC, a Utah limited liability company ("Grantee"). The Grantor and Grantee may be referred to collectively as the "Parties."

RECITALS

WHEREAS, Grantee owns certain real property located in Draper, Salt Lake County, Utah described as follows (the "Grantee Property"):

LOTS 108 AND 109, JARVIE ESTATES PHASE 2 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER OF SALT LAKE COUNTY, STATE OF UTAH.

WHEREAS, Grantor owns certain real property located in Draper, Salt Lake County, Utah described as follows (the "Grantor Property"):

PARCEL A, JARVIE ESTATES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER OF SALT LAKE COUNTY, STATE OF UTAH. (Tax Parcel No. 35-06-426-064)

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

WHEREAS, Grantor is the owner's association for 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 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. 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 5 day of December, 2022.

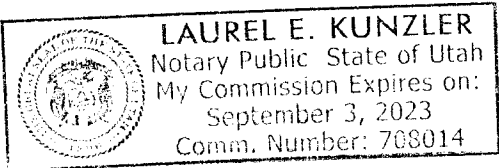
JARVIE ESTATES OWNERS ASSOCIATION
A Utah Non-Profit Corporation

By: [Signature]
Jacob C. Toombs, Authorized Agent

By: [Signature]
David E. Jarvie, Authorized Agent

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

On this 5 day of December, 2022, personally appeared before me Jacob Toombs and David E. Jarvie, as authorized representatives for JARVIE ESTATES OWNERS ASSOCIATION, the named Grantors of the within instrument, proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and duly acknowledged that they executed this instrument in their respective authorized capacities, intending to be legally bound. Witness my hand and official seal.



[Signature]
NOTARY PUBLIC