

EASEMENT OR RIGHT-OF-WAY FOR ACCESS TO PROPERTY

FOR AN IN CONSIDERATION of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bruce A Nieveen and Liisa R Nieveen ("Grantor") hereby grants and conveys to Argyle Homes, ("Grantee"), its successors and assigns, a perpetual, non-exclusive right of way and easement ("Easement") in, under, upon, about, over and through the property described on the attached "Quit Claim Deed", hereto and incorporated herein by reference ("Property").

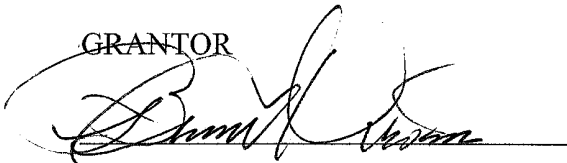
1. Grant. The easement granted hereby shall be for ingress and egress to, from, upon and over the Property described to provide access to other property owned by Grantee.
2. Streets. The Grantee may construct a permanent street or road on the Property.
3. No Interference. Grantor shall not interfere with the Grantee's construction of such permanent street or road within the Easement.
4. Amendment. This Easement shall be amended only by a written and recorded instrument signed by the parties or the then current owner of the Property and the Easement.
- 5 This Easement shall be binding upon and inure to the benefit of the parties successors and assigns, heirs, beneficiaries and personal representatives.

6. At the time of the lot line adjustment (Attached ) recording and creating of three lots, Grantor will Quit Claim Deed the "1 foot by 25 foot" piece to Grantee, which will be deeded to Riverton City for the final recording of three lots (parcels).

*EXHIBIT 'A' ATTACHED*  
*7. ACCESS IS FOR 3 LOT SUBDIVISION ONLY. NO LEGAL DESCRIPTION FROM OTHER CITY STREETS OR SUBDIVISION WILL BE ALLOWED*

Governing. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Utah. SIGNED on this the OCT 7<sup>th</sup> day of OCTOBER, 2013.

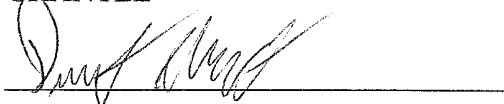
GRANTOR



GRANTOR



GRANTEE



11741381  
10/14/2013 4:33:00 PM \$16.00  
Book - 10185 Pg - 673-676  
Gary W. Ott  
Recorder, Salt Lake County, UT  
TITLE WEST OREM  
BY: eCASH, DEPUTY - EF 4 P.

STATE OF Utah

COUNTY OF Utah

Personally appeared before me, the undersigned authority in and for the said County and State, on this 7<sup>th</sup> day of October, 2013, within my jurisdiction, the within named Bruce Nieveen, Grantor, who acknowledged that he executed, signed and delivered the above and foregoing instrument on the date there provided.

Charity L. Mair  
NOTARY PUBLIC



My Commission Expires: May 6, 2015

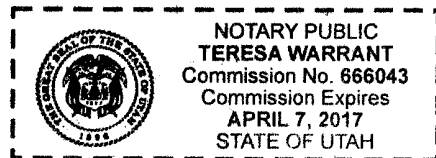
STATE OF Utah

COUNTY OF Salt Lake

Personally appeared before me, the undersigned authority in and for the said County and State, on this 8 day of October, 2013, within my jurisdiction, the within named Lisa Nieveen, Grantee, who acknowledged that he executed, signed and delivered the above and foregoing instrument on the date there provided.

[Signature]

NOTARY PUBLIC



My Commission Expires: April 7, 2017

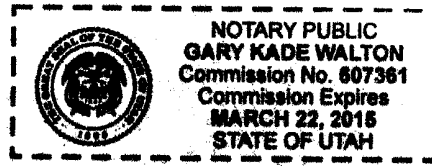
STATE OF UTAH

COUNTY OF SALT LAKE

Personally appeared before me, the undersigned authority in and for the said County and State, on this 9 day of OCTOBER, 2013, within my jurisdiction, the within named DUSTY ARGYLE, who acknowledged that he is President of ARGYLE HOMES, a corporation and that for and on behalf of the said corporation, and as its

act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

  
\_\_\_\_\_  
NOTARY PUBLIC



My Commission Expires: 3/22/2015

Prepared by: \_\_\_\_\_

Exhibit "A" Legal description

Beginning at a point on the north right of way line of 11745 South Street which point is more particularly described as being North, along section line a distance of 457.16 feet and East, a distance of 1,153.96' from the from the South One Quarter Corner of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian.

thence continue easterly along said line, a distance of 1.00 feet; thence South, a distance of 25.00 feet; thence West, a distance of 1.00 feet; thence North, a distance of 25.00 feet to the point of beginning.

Containing 25 square feet or

*Serial No. 27-22-452-011*