

When Recorded, Mail To:

Riverton City
Attn: City Recorder
12830 S Redwood Road
Riverton, UT 84065

14340471 B: 11546 P: 9644 Total Pages: 7
01/28/2025 02:35 PM By: salvarado Fees: \$40.00
Rasheile Hobbs, Recorder, Salt Lake County, Utah
Return To: ARON HYMAS
2049 S MEADOW MARSH DR LEHI, UT 84043



ACCESS EASEMENT AGREEMENT #1

This Access Easement Agreement ("Agreement") is made and entered into effective as of the 22 day of JANUARY, 2025 ("Effective Date"), by and between AXE, LLC, a Utah limited liability company ("Grantor") and the LOVERS LANE ALPACA AND FARM, LLC, a Utah limited liability company ("Grantee").

RECITALS

- A. Grantor is the owner of that certain real property located in Riverton City, Salt Lake County, Utah as more fully described in Exhibit A and depicted in Exhibit B ("Grantor Property").
- B. Grantee is the owner of property adjacent to the northern boundary of the Grantor property (Grantee Property).
- C. Grantor is constructing the River Springs Estates project in Riverton City which will alter the existing driveways and access points to the said Grantee property.
- D. To facilitate Grantor's development, Grantor and Grantee have determined it is mutually advantageous to move the access drive to the Grantee Property to a location across the Grantor Property as described in Exhibit A and depicted in Exhibit B.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and received, Grantor hereby conveys an easement and right of way to Grantee under the following terms and conditions:

1. **Perpetual Easement.** Grantor hereby grants to Grantee, its appointed officers, employees, agents and assigns, a perpetual and assignable easement covering Grantor's property with the right of immediate entry in, on, over, under, and across the land described above for the purpose of constructing, operating, repairing, inspecting and maintaining a gravel drive. Additionally, all rights, title, and privileges granted under this easement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives

[Signature] 1/22/25

1-22-25
AH

2. **Grantee's Use.** Grantee shall have a non-exclusive right to install, operate, inspect repair, replace, maintain, and repair, a gravel driveway for the purpose of accessing the grantees property for agricultural purposes.
3. **Right of Access.** Grantee shall have the right of ingress and egress to and from said Easement over and across Grantor's land at such locations as Grantor shall, from time to time designate.
4. **Grantor's Use.** Grantor expressly reserves the right to use the Easement for its own business purposes, including the right to cross and re-cross the Easement with equipment, personnel, or underground pipes or utility lines, and access roads at any location or locations and to grant or convey additional uses of the Easement to others for any purpose not inconsistent with the rights granted hereunder.
5. **Indemnification and Hold Harmless.** The Grantor agrees to defend, indemnify and save harmless Grantee, its officers and employees, from and against all losses and expense, including but not limited to judgments, settlements, attorney fees and costs by reason of any and all claims and demands upon Grantee, its elected or appointed officials, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, arising out of the granting of this easement or the exercise of the rights granted to Grantee, whether such injury to persons or damage to property is due to the negligence of the Grantor, its or their employees or agents, Grantee, its appointed or elected officers, or its employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the Grantee, its appointed or elected officials or employees or agents.
6. **Miscellaneous.**
 - a. **Binding Effect.** Except as expressly stated herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as the successors and assigns of such Persons.
 - b. **Partial Invalidity.** If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.
 - c. **Captions.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

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1-22-25

- d. **Gender.** In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.
- e. **Relationship of the Parties.** Nothing contained herein shall be construed to make the parties hereto partners or joint venturers, or render any of such parties liable for the debts or obligations of the other party hereto.
- f. **Amendment.** This Agreement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the Parties or their successor and assigns (as determined by the provisions herein).
- g. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.
- h. **Attorney Fees.** In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
- i. **Assignment.** Grantee may not at any time during this Agreement assign its rights and obligations under this Agreement without the prior written consent of Grantor, which consent may be granted or withheld in Grantors sole and absolute discretion and for any reason or no reason at all.

[Signature and acknowledgment to follow]

[Signature] 1/23/25

[Signature]
1-22-25

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTOR:

AXE LLC,
a Utah corporation/limited liability company

By (signature):

Name (printed):

Title (ie President, manager):

STATE OF UTAH)

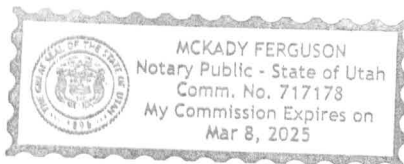
:SS

COUNTY OF SALT LAKE)

Before me, Mckady Ferguson, of the state and county aforesaid personally appeared Arion Hymas, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the CEO of AXE, LLC, a Utah limited liability company, and that he/she as such, being authorized so to do, executed the foregoing instrument on behalf of the entity.

My Commission Expires: March 8th, 2025

Notary Public for Utah



[Signature and acknowledgment to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTEE:

LOVER'S LANE ALPACA AND FARM, LLC,
a Utah corporation/limited liability company

By (signature): Evan J. Matheson

Name (printed): Evan J. Matheson

Title (ie President, manager): Manager

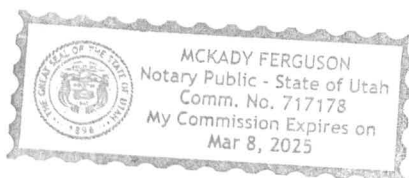
STATE OF UTAH)
:SS

COUNTY OF SALT LAKE)

Before me, Mckady Ferguson, of the state and county aforesaid
personally appeared Evan J. Matheson, with whom I am personally acquainted
(or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged
himself/herself to be the Manager of LOVERS LANE ALPACA AND
FARM, LLC, a Utah limited liability company, and that he/she as such, being authorized so to do,
executed the foregoing instrument on behalf of the entity.

My Commission Expires: March 8th, 2025

Mckady Ferguson
Notary Public for Utah



[Legal Description and Depiction to follow]

1/22/25

1-22-25

EXHIBIT A

**LEGAL DESCRIPTIONS
PREPARED FOR
RIVER SPRING ESTATES
RIVERTON, UTAH
(9/262023)
13-110**

ACCESS EASEMENT AGREEMENT #1

Easement #1

Located within Parcel 33-02-152-024 of the Northwest Quarter of Section 2, Township 4 South, Range 1 West, Salt Lake Base & Meridian, located in Riverton, Utah, more particularly described as follows:

Beginning at a point located N0°00'44"W along the Section line 680.48 feet and East 844.66 feet from the West Quarter Corner of Section 2, T4S, R1W, SLB&M; thence N76°50'00"W 39.33 feet; thence N13°10'00"E 40.00 feet; thence N63°36'25"E 66.16 feet; thence S74°37'33"E 18.00 feet; thence S33°10'34"W 86.67 feet to the point of beginning.

Contains: 3,378 Sq. Feet±

John 1/22/25

AK
1-77-25

EXHIBIT B

NORTHWEST
CORNER OF
SECTION 2, T4S,
R1W, SLB&M

LOVER'S LANE ALPACA
AND FARM, LLC
33-02-152-030



(PROPOSED)
RIVER SPRINGS ESTATES
PARCEL A

S74°37'33"E
18.00'

N63°36'25"E 66.16'

N13°10'00"E
40.00'

S33°10'34"W 86.67'

(PROPOSED)
RIVER SPRINGS ESTATES
LOT 1

N76°50'00"W
39.33'

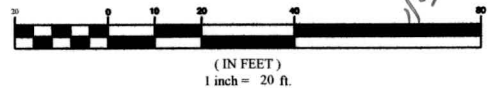
POINT OF
BEGINNING

EAST 844.66' (TIE)

(PROPOSED PUBLIC ROW)
KATESPRINGS LANE



GRAPHIC SCALE



NOTE: RIVER SPRINGS ESTATES
BOUNDARY BASED OFF THE
PROPOSED BOUNDARY LINE
ADJUSTMENT SURVEY FILED AS
S2021-12-0839 ON AUGUST 13, 2021.

WEST QUARTER
CORNER OF
SECTION 2, T4S,
R1W, SLB&M

BASIS OF BEARING: N0°00'44"W 2,649.45'

ALONG SECTION LINE
680.48' (TIE)



RIVER SPRING ESTATES ACCESS EASEMENT AGREEMENT #1

Date Created:
9/26/2023
Scale: 1"=20'
Drawn: ARS
Job: 13-110
Sheet:

PAGE 7