

When Recorded, Return To:

RFTP, LLC  
Attn: Tyler Horan  
42 E. 1100 S. Suite 1B  
American Fork, Utah 84003

APN: 25-063-0039; 51-675-0030

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## ACCESS EASEMENT AGREEMENT

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This *Access Easement Agreement* (“**Agreement**”) is entered into this 3 day of JUNE, 2024, by and between ROOFTOPS SALEM HOME OWNERS ASSOCIATION, a Utah non-profit corporation (“**Grantor**”), and RFTP, LLC, a Utah limited liability company (“**Grantee**”).

### RECITALS

- A. Grantee has purchased certain real property located in the City of Salem, Utah County, Utah consisting of Tax Parcel No. 25-063-0039 (“**Grantee’s Property**”) pursuant to a Real Estate Purchase Contract for Land with an Offer Reference Date of March 7, 2024, as amended.
- B. Grantor is the owner of certain private right of ways that are the exclusive means of ingress and egress to and from the Grantee’s Property (“**Easement Area**”).
- C. The parties now desire to enter into this Agreement for the purpose of establishing an easement to provide a right of way for ingress and egress to Grantee over the Easement Area.

### TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms:

- Establishment of Easement; Restoration. Grantor hereby conveys and grants to Grantee, and Grantee’s licensees, invitees, employees, contractors, representatives, heirs, successors, and assigns, a permanent, non-exclusive easement and right of way (“**Easement**”) over and across the Easement Area described in Exhibit A attached hereto for ingress and egress to and from Grantee’s Property.
- Easement Perpetual. Unless and until terminated as provided herein, the Easement granted herein shall be perpetual and shall run with the land. The Easement shall be

transferable to, and inure to the benefit of, Grantee's successors and assigns, including multiple purchasers or successive owners of all or any portion of Grantee's Property.

3. Termination of Easement. The Easement provided for herein will terminate automatically, and be of no further force and effect, only if the Easement Area has been dedicated as a public right of way or public street pursuant to a recorded plat.

4. Grantor's Warranties. Grantor, for the benefit of Grantee and Grantee's successors and assigns, hereby represents and warrants as follows:

a Right to Convey. Grantor has the right to convey the Easement and enter into the obligations set forth in this Agreement.

b No Prior Conveyances. Grantor has not entered into any prior agreements, or made any prior conveyances, which would hinder or interfere with Grantee's exercise of the Easement.

c No Knowledge of Adverse Condition. Grantor has no knowledge of any circumstances or conditions which would impair or adversely affect Grantee's ability to exercise the Easement and otherwise obtain the benefits of this Agreement.


5. Enforcement. In the event of default hereunder, the defaulting party agrees to pay reasonable attorneys' fees incurred in connection with enforcing this Agreement or securing any remedy available hereunder, whether or not such legal action is commenced.

6. Miscellaneous. Until terminated, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Grantor and Grantee, their successors and assigns.

*[End of Agreement. Signature Page(s) Follow.]*

**GRANTOR**

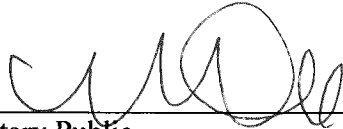
ROOFTOPS SALEM HOME OWNERS  
ASSOCIATION, a Utah non-profit company

  
By: GREG BIRD, PRESIDENT

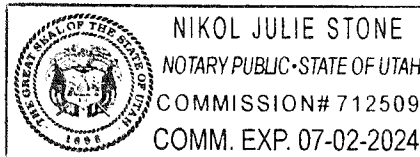
STATE OF UTAH            )  
                                      :SS  
COUNTY OF Utah        )

On this 3 day of JUNE, 2024, before me personally appeared GREG BIRD whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the President of ROOFTOPS SALEM HOME OWNERS ASSOCIATION, a Utah non-profit corporation, and that the foregoing document was signed by him on behalf of said non-profit corporation in his/her capacity as President.

WITNESS my hand and official seal.

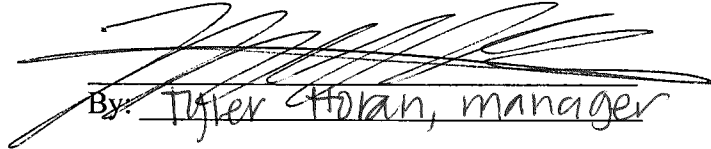
  
\_\_\_\_\_  
Notary Public

SEAL:



**GRANTEE**

RFTP, LLC,  
a Utah limited liability company

  
By: Tyler Horan, manager

STATE OF UTAH            )  
  :SS  
COUNTY OF Utah        )

On this 3 day of JUNE, 2024, before me personally appeared Tyler Horan whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he/she is the manager of RFTP, LLC, a Utah limited liability company, and that the foregoing document was signed by him/her on behalf of said limited liability company in his/her capacity as manager.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public

SEAL:

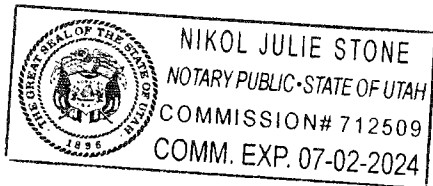


EXHIBIT A TO ACCESS EASEMENT

All areas designated as “private street” on the plat map for The Rooftops Phase I recorded in the Utah County Recorder's Office on March 4, 2021, as Entry 41474:2021.