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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/20/2021 03:37 PM
FEE \$40.00 Pgs: 8
DEP RT REC'D FOR CW URBAN LLC

AFTER RECORDING, RETURN TO:

CW URBAN, LLC
Attn: Urban Development
1222 W. Legacy Crossing Blvd., STE 6
Centerville, UT 84014

Parcel No.: A portion of 02-026-0071

RETURNED
SEP 20 2021

ACCESS AND UTILITY EASEMENT AGREEMENT

THIS ACCESS AND UTILITY EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the date set forth on the signature page by and between **Hadley Properties, LLC**, a Utah limited liability company, and assigns, successors, or heirs ("Grantor") and **CW Urban, LLC**, a Utah limited liability company, and assigns, successors, or heirs ("Grantee") (the Parties may be referred to herein collective as the "Parties" or each individually as a "Party").

RECITALS

WHEREAS, Grantor is the fee simple owner of that certain parcel real property located in Centerville City ("City"), Davis County ("County"), State of Utah more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference ("**Grantor Property**");

WHEREAS, Grantee is the fee simple owner of those certain parcels real property located adjacent to the Grantor Property and in the City, and more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference ("**Grantee Property**"); and

WHEREAS, Grantor desires to grant to Grantee a non-exclusive access and utility easement in perpetuity across a portion of the Grantor Property to enable Grantee to construct and connect utility lines from the Grantee Property to existing City infrastructure.

NOW, THEREFORE, for and inconsideration of the terms and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- Grant of Easement.** Grantor hereby grants and conveys a non-exclusive access and utility easement (the "**Easement**") upon, over, and across a portion of the Grantor Property (the "**Easement Area**") for the construction and connection of a storm drain utility line from the Grantee Property to existing City infrastructure located on the Grantor Property (the "**Utility Improvement**"). The Easement Area is further described and graphically depicted on **Exhibit C** attached hereto and incorporated herein by this reference.
- Purpose of Easement.** The Grantee shall have reasonable and adequate access to the Grantor Property for itself and any required equipment to construct a storm drain utility line, at Grantee's sole cost and expense. The Easement shall be used by the Grantee for the purpose of (i) constructing and connecting the Utility Improvement from Grantee Property to existing City storm drain infrastructure located on therein, and (ii) shall give and convey to the Grantee, or Grantee's successors, heirs, assigns, agents, contractors, subcontractors, or any other similarly situated entity or person necessary for the Utility Improvement (collectively, the "**Grantee Parties**"), the right of vehicular and pedestrian ingress and egress upon the Grantor

Property for the purpose of the location, construction, maintenance, use, installation, removal, and repair of the Utility Improvement.

3. Shared, Non-exclusive Use. Exclusive use of the Easement Area is not hereby granted by the Grantor. Instead, Grantor expressly reserves to itself, and any and all subsequent owners, users, licensees, invitees, guests, and other related parties, the full and unrestricted right to use the Easement Area, subject to the permitted use granted to Grantee under Section 2 above.

4. Easement Area; Maintenance and Repairs. As soon as commercially reasonably following completion of the Utility Improvement, Grantee and the Grantee Parties, shall restore the Easement Area to the same or better condition as existed prior to installation of the Utility Improvement. Upon completion and connection of the Utility Improvement in the Easement Area, Grantee shall be obligated to perform all maintenance and repair activities related to the Utility Improvement and otherwise confirm that said Utility Improvement remains in a good condition and in compliance with applicable City, County, and other related regulations until such time that the Utility Improvement is dedicated to and accepted by the applicable district or City, which acceptance shall include maintenance and repair obligations.

5. Default. A defaulting party (the "Defaulting Party") shall have ten (10) days following receipt of written notice from the other Party (the "Nonbreaching Party"), which notice shall specifically describe the default(s) to cure the same (the "Cure Period"); provided, however, if such default cannot be cured prior to expiration of the Cure Period, then so long as the Defaulting Party commences such cure within the Cure Period and thereafter diligently pursues the same to completion, the Cure Period shall automatically be extended for a reasonable period of time (not to exceed sixty (60) days after the original notice) to permit the Defaulting Party to cure the same. Failure to cure any described default(s) shall entitle the Nonbreaching Party to any remedies available at law or in equity including, but not limited to, specific performance, reasonable expenses, attorney fees and costs.

6. Waiver. The failure of a Party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that such Party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other Party.

7. No Joint Venture; Merger. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the Parties. This Agreement contains the entire agreement and understanding between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

8. Amendment and Termination. This Agreement may not be amended or modified except with the written consent of the Parties duly recorded in the office of the Davis County Recorder.

9. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. This Agreement shall be recorded in the records of the Davis County Recorder.

10. Successors and Assigns; Run with the Land. All of the provisions in this Agreement, including the benefits and burdens, shall be and are binding upon and inure to the benefit of the successors and assigns of the Parties hereto. All obligations of each Party under this Agreement, if more than one person or entity is the successor or assign of such Party, shall be jointly and severally binding on each such person or entity. The covenants agreed to and the restrictions imposed herein shall continue as a servitude running in perpetuity with the Grantor and Grantee's respective properties and shall survive any death or termination of

any Party's existence. The easements, agreements, duties, responsibilities, and covenants herein contained shall be easements and covenants running with the land.

11. No Third-Party Beneficiaries. Nothing in this Agreement is intended to create an enforceable right, claim, or cause of any by any third-party against any Party to this Agreement.

12. Authority of Signatory. Each person executing this Agreement certifies that he or she is duly authorized to execute this Agreement on behalf of the Party for which he or she is signing, and that the person has the authority to bind said Party to the terms of this Agreement.

13. Independent Provisions. If any provision herein is held invalid or unenforceable by a court of competent jurisdiction, such a finding shall not affect the validity of the remainder of the Agreement, the Parties hereto hereby stipulate that all provisions contained herein are severable and independent.

14. Counterparts. This Agreement and any originals of exhibits referred to herein may be executed in two (2) or more counterparts, each of which (when the original signatures are affixed together with the applicable acknowledgement) shall be an original but all of which shall constitute one and the same instrument.

15. Miscellaneous.

a. The paragraph and other headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any of the provisions of this Agreement;

b. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof. Further, the masculine gender shall include the female gender and neutral, and vice versa;

c. The recital paragraphs set forth above are expressly incorporated in this Agreement by this reference;

d. This Agreement represents the wording selected by the Parties to define the Agreement and no rule of strict construction shall apply against either Party. Each Party represents that it has had or has been advised to have the representation of its legal counsel in connection with the preparation of this Agreement. The words "hereof," "hereto," "herein," and "hereunder" are words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

e. References herein to Paragraphs and Exhibits shall be construed as references to Paragraphs and Exhibits of this Agreement, and any amendments hereto, unless the context otherwise requires.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the 22 day of July, 2021.

GRANTOR

Hadley Properties, LLC,
a Utah limited liability company

By: [Signature]
Name: SHARIF R. HADLEY
Title: Mgr.

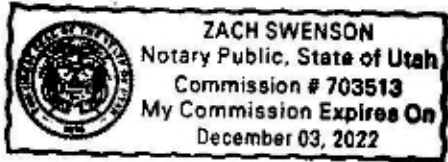
STATE OF UTAH)
 §
COUNTY OF Salt Lake)

On this 22 day of July, 2021, personally appeared before me Sharif Hadley, to me known to be the Manager of Hadley Properties, LLC, a Utah limited liability company, the limited liability company that executed the within the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he / she was duly authorized to execute said instrument on behalf of said limited liability company.

Witness my hand and official seal.

[Signature]
(notary signature)

(seal)



IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the 3 day of August, 2021.

GRANTEE

CW Urban, LLC,
a Utah limited liability company

By: Darlene Carter

Name: Darlene Carter

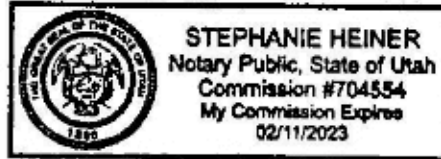
Title: Manager

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On this 3 day of August, 2021, personally appeared before me Darlene Carter, to me known to be the Manager of CW Urban, LLC, a Utah limited liability company, the limited liability company that executed the within the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute said instrument on behalf of said limited liability company.

Witness my hand and official seal.

Stephanie Heiner
(notary signature)



(seal)

EXHIBIT A
Grantor Property

BEG AT A PT N 89°40'15" E ALG THE SEC LINE 687.285 FT & N 0°03'10" E 35.40 FT FR THE NW COR OF SEC 18-T2NR1E, SLM; & RUN TH S 89°40'15" W 342.20 FT TO THE E'LY LINE OF THE UTAH STATE HWY DEPARTMENT FRONTAGE RD; TH N 2°51'00" E ALG SD E LINE 391.68 FT; TH S 89°06'27" E 466.89 FT; TH S 0°03'10" W 291.11 FT; TH S 89°40'15" W 143.77 FT; TH S 0°03'10" W 90.0 FT TO THE POB.

CONT. 3.937 ACRE

Parcel No. 02-026-0071 ✓ (for reference purposes only)

EXHIBIT B
Grantee Property

Parcel 1. ✓

BEG ON N LINE OF A STR 564.68 FT, M/L, S & 757.285 FT E FR THE NW COR OF SEC 18-T2N-R1E, SLM; TH E ALG N LINE STR 58 FT, M/L, TO E LINE OF PPTY CONV IN 746-632; TH N 441.98 FT, TH W 128 FT; TH S 308.68 FT, TH E 70 FT, TH S 133 FT TO THE POB. CONT. 1.085 ACRES ALSO: BEG ON THE N LINE OF PORTERS LANE AT A PT N 89°40' E ALG THE SEC LINE 831.05 FT & S 0°03'10" W 564.74 FT FR THE NW COR OF SEC 18-T2N-R1E, SLM; & RUN TH ALG BNDRY LINE AGMT 1833-298 N 0°03'10" E 690.14 FT TO THE N LINE OF GRANTORS LAND; TH W 143.56 FT, TH S 148.00 FT; TH E 114.49 FT; TH S 543.98 FT TO THE N LINE OF PORTERS LANE; TH E 15.03 FT TO THE POB.

CONT 0.70 ACRES TOTAL ACREAGE 1.785 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Parcel No. 03-001-0178 (for reference purposes only)

Parcel 2. ✓

BEG AT A PT WH IS N 89°40'15" E 831.05 FT ALG THE SEC LINE & S 0°03'10" W 38.36 FT ALG A BNDRY LINE AGMT LINE & S 89°40'15" W 29.02 FT FR THE NW COR OF SEC 18-T2N-R1W (S/B E), SLM; & RUN TH S 0°03'10" W 102.00 FT; TH S 89°40'15" W 113.81 FT TO THE GRANTOR'S W PPTY LINE; TH N 0°19'45" W 102.00 FT ALG SD LINE; TH N 89°40'15" E 114.49 FT TO THE POB. TOGETHER WITH A DESC ACCESS EASEMENT.

CONT 0.27 ACRES

Parcel No. 03-001-0179 (for reference purposes only)

EXHIBIT C
Easement Area

PREPARED BY: T.HUNT 5-26-2021

STORM DRAIN EASEMENT LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 89°49'15" EAST 687.29 FEET ALONG THE SECTION LINE AND NORTH 00°03'10" EAST 115.41 FEET FROM THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING:

THENCE NORTH 00°03'10" EAST 9.77 FEET;
THENCE NORTH 89°40'15" EAST 11.62 FEET;
THENCE NORTH 50°07'14" WEST 32.95 FEET;
THENCE SOUTH 39°52'46" WEST 15.00 FEET;
THENCE SOUTH 50°07'14" EAST 30.33 FEET TO THE POINT OF BEGINNING.

CONTAINS 418 SQUARE FEET OR 0.010 ACRES MORE OR LESS;

A portion of Parcel No. 02-026-0071[✓] (for reference purposes only)

