

WHEN RECORDED RETURN TO:  
2000 West Commercial, LLC  
2231 East Murray-Holladay Road, Suite 200  
Salt Lake City, Utah 84117

E 2606517 B 5311 P 583-589  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
07/08/2011 03:44 PM  
FEE \$25.00 Pgs: 7  
DEP RT REC'D FOR NATIONAL TITLE AG  
ENCY LLC

14-019-0089

14-019-0091

COMMON ACCESS AND UTILITY EASEMENT AGREEMENT  
June 30, 2011

**This document is being recorded solely as a courtesy and an accommodation to the parties named herein. National Title Agency, LLC hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.**

## COMMON ACCESS AND UTILITY EASEMENT AGREEMENT

THIS COMMON ACCESS AND UTILITY EASEMENT AGREEMENT (the "Agreement") is made and entered into this <sup>JUNE</sup> 30 day of ~~April~~, 2011, by and between Westwood Associates, LC ("Grantor"), a Utah limited liability company, and 2000 West Commercial, LLC ("Grantee"), a Utah limited liability company. Grantor and Grantee may hereinafter be referred to as a "Party" or collectively as the "Parties".

### RECITALS

WHEREAS, Grantor is owner of certain real property located in Clinton, Utah more particularly described as Parcel A, which legal description is provided in the attached Exhibit "A";

WHEREAS, Grantee is owner of certain real property located in Clinton, Utah, more particularly described as Parcel B, which legal description is provided in the attached Exhibit "B";

WHEREAS, the Parties wish to enter into this Agreement to create an Common Access and Utility Easement (the "Easement") between the two aforementioned parcels over the arterial approaches, driveways, walkways and sidewalks which is intended for the non-exclusive use by the Parties and Party's tenants, subtenants, employees, licensee and business invitees, in common with other users and permitted by this Agreement. Said Easement is more particularly described in the attached Exhibit "C".

### AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the Parties agree as follows:

1. Common Access Easement. Grantor and Grantee's, tenants, users, invitees, customers, employees, delivery personnel, including delivery personnel operating eighteen-wheel, tractor trailer vehicles, and its successors, assigns, shall have the non-exclusive right of shared ingress and egress to 2000 West and the use of the Easement which is between and contiguous to Parcel A and Parcel B.
2. Utility Easement. Grantor, its heirs, successors and assigns grant to Grantee, its heirs, successors and assigns a perpetual Easement for the purpose of allowing storm water to flow into Grantor's storm water system over, under and across Parcel A. Additionally, all rights, title and privileges granted under this Easement shall run with the land and shall be binding upon and inure to the parties hereto, their respective heirs, successors and assigns.
3. Unimpeded Access Between Parcels. The Parties covenant that at all times free access between Parcel A and Parcel B shall not be impeded and shall be

maintained. No fence, division, partition, rail or obstruction of any type or kind shall ever be in place, kept, permitted or maintained between the legal lots, and except as may be required at any time and from time to time in connection with construction, maintenance, and repair of the Easement.

4. Maintenance of Common Drive. Grantor and Grantee agree to share equally in the maintenance, repair and replacement of the common drive as described in Exhibit "C".
5. Binding Effect. This Easement and the obligations set forth herein shall run with the land and shall be binding upon the successors in interest and assigns of the Parties hereto.
6. Recording. This Agreement shall be recorded at the Davis County Recorder's Office.
7. Effective Date. This Agreement shall be effective as of the date signed below by the Parties.
8. Exhibits. The following exhibits are attached to this agreement and made a part hereof.

Exhibit "A" Parcel A owned by Westwood Associated, LC (Grantor)  
Exhibit "B" Parcel B owned by 2000 West Commercial, LLC (Grantee)  
Exhibit "C" Description of the Common Access and Utility Easement (Easement)

The rights and obligations of the parties hereto shall be binding upon and benefit their respective heirs, successors and assigns.

Dated this 30<sup>th</sup> day of June, 2011,

GRANTOR:

Westwood Associates, LC,  
a Utah limited liability company

By: 

Name: Thomas F. McNeal

Its: MANAGER

GRANTEE:

2000 West Commercial Partners  
a Utah limited liability company

By: 

Name: H. E. Powell

Its: MANAGER

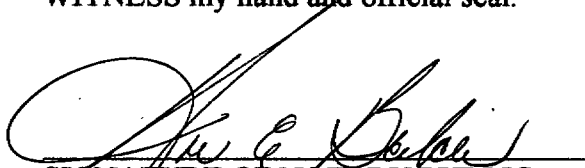
*Notary acknowledgements on following page*

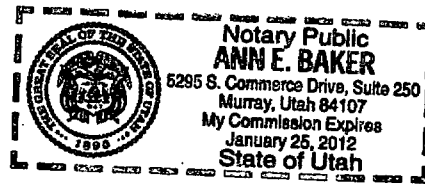
STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On June 30, 2011, before me, Ann E. Baker, personally appeared Thomas E. Melcoch who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
SIGNATURE OF NOTARY PUBLIC

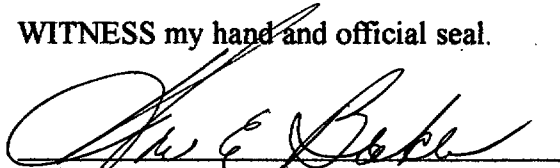


STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On June 30, 2011, before me, Ann E. Baker, personally appeared H. Ernie Smith who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
SIGNATURE OF NOTARY PUBLIC

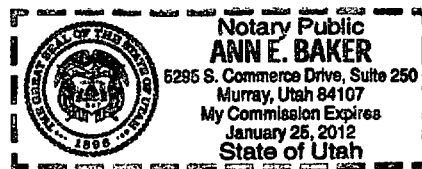


EXHIBIT "A"  
LEGAL DESCRIPTION

Beginning 50 rods North from the Southeast corner of the Northeast Quarter of Section 28, Township 5 North, Range 2 West, Salt Lake Base and Meridian, thence West 407.1 feet; thence North 107.00 feet; thence East 407.1 feet; thence South 107.00 feet to beginning.

Less and excepting any portion lying within 2000 West Street.

Less and excepting that portion of land for Public Right of Way conveyed to Clinton City Corporation by that certain Quit Claim Deed recorded May 1, 2003 as Entry No. 1860634 in Book 3281 at Page 1206.

Tax Id No.: 14-019-0091 ✓

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

Beginning on the West line of a street at a point 715.0 feet North and 33.0 feet West of the Southeast corner of the Northeast Quarter of Section 28, Township 5 North, Range 2 West, Salt Lake Meridian, and running thence North 110.0 feet on the West line of said street; thence West 125.0 feet; thence South 110.0 feet, thence East 125.0 feet to the point of beginning.

Less and excepting the following:

Part of the Northeast Quarter of the Section 28, Township 5 North, Range 2 West; Salt Lake Base and Meridian, United States Survey.

Beginning at a point 715 feet North from the Southeast corner of the Northeast Quarter of said Section 28; thence West 55.00 feet; thence North 110.00 feet; thence East 55.00 feet; thence South 110.00 feet to the point of beginning.

Tax ID No.: 14-019-0089 ✓

APPROVED: DKB	DATE: 05/06/2011
CHECKED: DKB	DATE: 05/06/2011
DRAWN: FBA	DATE: 05/06/2011

CLINTON  
JIFFY LUBE  
DAVIS COUNTY, UTAH

JIFFY LUBE  
ACCESS EASEMENT PLAN

DWG. NO. 1102026exhibit  
PROJECT. NO. 1102026

SCALE: 1" = 50'



GRAPHIC SCALE

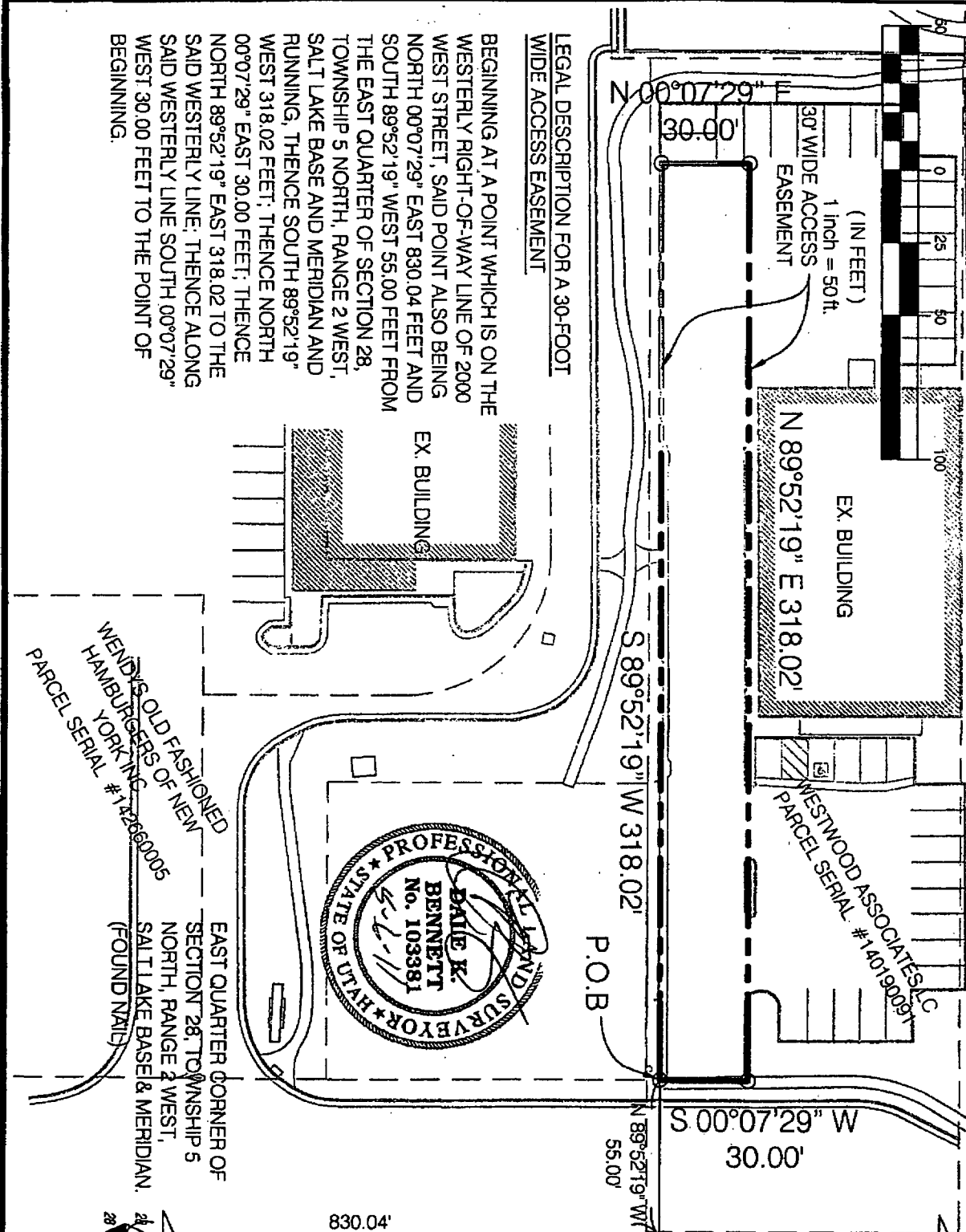


**EXHIBIT "C"**  
DAVIS COUNTY, UTAH  
SECTION 28, T5N, R2W

NORTHEAST CORNER OF  
SECTION 28, TOWNSHIP 5  
NORTH, RANGE 2 WEST,  
SALT LAKE BASE &  
MERIDIAN. (FOUND NAIL)

LEGAL DESCRIPTION FOR A 30-FOOT  
WIDE ACCESS EASEMENT

BEGINNING AT A POINT WHICH IS ON THE  
WESTERLY RIGHT-OF-WAY LINE OF 2000  
WEST STREET, SAID POINT ALSO BEING  
NORTH 00°07'29" EAST 830.04 FEET AND  
SOUTH 89°52'19" WEST 55.00 FEET FROM  
THE EAST QUARTER OF SECTION 28,  
TOWNSHIP 5 NORTH, RANGE 2 WEST,  
SALT LAKE BASE AND MERIDIAN AND  
RUNNING, THENCE SOUTH 89°52'19"  
WEST 318.02 FEET; THENCE NORTH  
00°07'29" EAST 30.00 FEET; THENCE  
NORTH 89°52'19" EAST 318.02 TO THE  
SAID WESTERLY LINE; THENCE ALONG  
SAID WESTERLY LINE SOUTH 00°07'29"  
WEST 30.00 FEET TO THE POINT OF  
BEGINNING.



2000 WEST STREET

NORTH 00°07'29" EAST 2640.01' (MEAS.)

