



W3299561

WHEN RECORDED, MAIL TO:

CW DEVELOPMENT GROUP, LLC
Attn: Colin Wright and Quin Stephens
610 N 800 W
Centerville, UT 84014

E# 3299561 PG 1 OF 7
LEANN H KILTS, WEBER CTY. RECORDER
28-SEP-23 1011 AM FEE \$40.00 SW
REC FOR: CW DEVELOPMENT

DECLARATION OF ACCESS & UTILITY EASEMENT

THIS DECLARATION OF ACCESS & UTILITY EASEMENT (the "Declaration") is made as of this the 26th day of September, 2023 by CW Development Group, LLC, a Utah limited liability company (the "Owner").

RECITALS

WHEREAS, Owner is the fee simple owner of that certain lot 2 labeled Lot 2, Salt Point Commercial, as part of the bolded section on the map and the description in the "Boundary Description" (such being known herein as the "Property") of the Salt Point Commercial Plat (the "Plat") attached hereto as **Exhibit A**;

WHEREAS, Owner is the fee simple owner of the parcel labeled Lot 1, Salt Point Commercial on the Plat (such lot being known herein as "Lot 1");

WHEREAS, South Mesa Ranch Land & Cattle Company, LLC, a Utah limited liability company ("South Mesa") is the fee simple owner of that certain lot on the Plat labeled Lot 1, Salt Point Subdivision Parcel F (the "Parcel F Lot");

WHEREAS, Owner desires to create an easement on the Property, as more fully described in the easement description attached hereto as **Exhibit B** titled Legal Description of Access and Utility Easement (the "Access and Utility Easement") and **Exhibit C** titled Access and Utility Easement Area (such easement known hereafter as the "Access and Utility Easement");

WHEREAS, the Property and Lot 1 may be separately leased or subdivided and sold as separate parcels at some future time, and Owner desires that all current and future parcels of the Property and Lot 1, the owners and occupants thereof, and their respective successors and assigns, be subject to the Access and Utility Easement; and

WHEREAS, the Owner desires to grant an access easement as described more fully herein to Parcel F Lot, its successors and assigns.

AGREEMENT

NOW, THEREFORE, Owner hereby declares and grants as follows:

1. Access & Utility Easement. Subject to the terms of this Declaration, Owner hereby grants and conveys to any and all future owners and occupants of the Property and Lot 1, their

successors and assigns, and their respective patrons, invitees, licensees, customers, agents, contractors, subcontractors, a non-exclusive, perpetual easement in those tracts of land (the "Easement Area") described in the Access and Utility Easement for the purposes of shared commercial access, the same to be used as thoroughfares and for the installation, maintenance, and operation of utilities, as maybe authorized by the Owner and any and all future owners and occupants of the Property, their successors, and assigns. The Easement Area shall benefit Lot 1 , and burden the Property, as described in the Access and Utility Easement, and all such easements, covenants, rights, benefits, obligations and liabilities created in this Declaration shall be deemed covenants and easements running with and binding upon the land as appurtenances to the dominant estates.

2. Subject to the terms of this Declaration, Owner hereby grants to Parcel F Lot, its successors, and assigns and their respective patrons, invitees, licensees, customers, agents, contractors, and subcontractors, a non-exclusive, perpetual access easement in the Easement Areas. The Easement Area shall benefit the Parcel F Lot, and burden the Property.
3. Maintenance of Easement Area and Improvements. The Owner, and any and all future owners and occupants of the Property, their successors and assigns, shall be solely responsible for maintaining the Easement Area. The Owner, and any and all future owners and occupants of the Property, their successors and assigns, shall have the right to construct any necessary or desired improvements on their respective parcels so long as reasonable access as described herein is maintained.
4. Not a Public Dedication. Except as contained in this Declaration, nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for the general public or for any public purposes whatsoever. The right of the public or any person to make any use whatsoever of the Easement Area, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission and subject to the control of the Owner, and any and all future owners and occupants of the Property, their successors and assigns.
5. Miscellaneous.
 - a. Covenants Running with the Land. This Declaration and all of the terms and conditions contained herein shall inure to the benefit of Lot 1 and the Parcel F Lot, and be binding upon the Property and the Owner, and any and all future owners and occupants of the Property, their successors and assigns, and shall be "covenants running with the land."
 - b. Amendment; Modification. This Declaration may not be modified except with the consent of the Owner, or any and all owners or occupants of the Property, their successors and assigns, as applicable, and, then, only by written instrument duly

executed and acknowledged and recorded in the Weber County Recorder's Office of Weber County, Utah.

- c. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah. This Declaration shall be recorded in the records of the Weber County Recorder's Office of Weber County, Utah.

(Signature Page to Follow)

IN WITNESS WHEREOF the undersigned Owner has executed this Declaration as of the date set forth above.

CW DEVELOPMENT GROUP, LLC
a Utah Limited Liability Company

By: *Darlene Carter*
Name: Darlene Carter
Its: CEO

09/26/2023
Date

STATE OF UTAH)
) ss
COUNTY OF Davis)

The above and foregoing instrument was acknowledged before me this 26 day of September 2023, by Darlene Carter, as CEO of CW DEVELOPMENT GROUP, LLC.

Stephanie Heiner
Notary Public

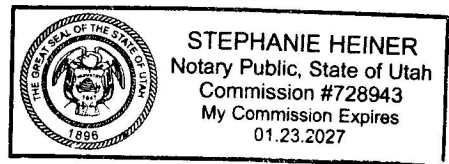


EXHIBIT B

LEGAL DESCRIPTION OF ACCESS AND UTILITY EASEMENT

A 34 FOOT ACCESS AND UTILITY EASEMENT BEING PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF LOT 2 OF SALT POINT COMMERCIAL, SAID POINT BEING 538.15 FEET SOUTH 89°25'00" EAST AND 92.96 FEET NORTH 00°35'00" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 3 (SAID SOUTH QUARTER CORNER BEING NORTH 89°25'00" WEST 2637.21 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 3); THENCE NORTH 00°47'34" EAST 34.00 FEET ALONG THE WESTERLY LINE OF LOT 2 OF SALT POINT COMMERCIAL; THENCE SOUTH 89°12'26" EAST 149.34 FEET TO THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTH 01°01'25" WEST 34.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 2; THENCE NORTH 89°12'26" WEST 149.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,075 SQUARE FEET OR 0.117 ACRES.

