



W3328292

WHEN RECORDED, MAIL TO:

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

E# 3328292 PG 1 OF 9
LEANN H KILTS, WEBER CTY. RECORDER
06-JUN-24 1136 AM FEE \$40.00 SED
REC FOR: MCKENNA CHRISTENSEN

FIRST AMENDMENT TO THE DECLARATION OF ACCESS & UTILITY EASEMENT

THIS FIRST AMENDMENT TO THE DECLARATION OF ACCESS EASEMENT (the "First Amendment") is made as of this the 6^m day of June, 2024 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, (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 Plat ("Lot 1");

WHEREAS, Owner recorded that certain Declaration of Access & Utility Easement on September 26, 2023 as Entry No. 3299561 of the official records in the Weber County Recorder Office ("Original Easement"), which legal description is attached hereto as **Exhibit B** and depicted hereto as **Exhibit C**;

WHEREAS, Owner desires to amend the Original Easement area. The amended description is attached hereto as **Exhibit D** ("Amended Legal Description of Access and Utility Easement") and **Exhibit E** ("Amended Access and Utility Easement Area");

WHEREAS, the Property 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, the owners and occupants thereof, and their respective successors and assigns, be subject to this Amended Easement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner hereby amends and restates the Original Easement declares and grants as follows:

1. Access & Utility Easement. Subject to the terms of this Amended Easement, Owner hereby grants and conveys to any and all future owners and occupants of the Property, 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 "Amended Easement Areas") described in the Amended 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 Amended Easement Areas shall benefit and burden the parcels of the Property, as described in the Amended Easement, and all such easements, covenants, rights, benefits, obligations and liabilities created in this Amended Easement shall be deemed covenants and easements running with and binding upon the land as appurtenances to the dominant estates. The estate of the fee and easements created herein shall not be merged by reason of the same person or entity acquiring, owning or holding title to more than one of the parcels.
2. Maintenance of Easement Areas 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 Amended Easement Areas on their respective parcels within the Property. 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.
3. 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 Amended Easement Areas 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 Amended Easement Areas, 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.
4. Miscellaneous.
 - a. Covenants Running with the Land. This Amended Easement and all of the terms and conditions contained herein shall inure to the benefit of and be binding upon the parcels of 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 Amended Easement 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 Amended Easement 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)

EXHIBIT B

LEGAL DESCRIPTION OF ACCESS EASEMENT

A 34 FOOT ACCESS 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.

EXHIBIT C

ACCESS AND UTILITY EASEMENT AREA

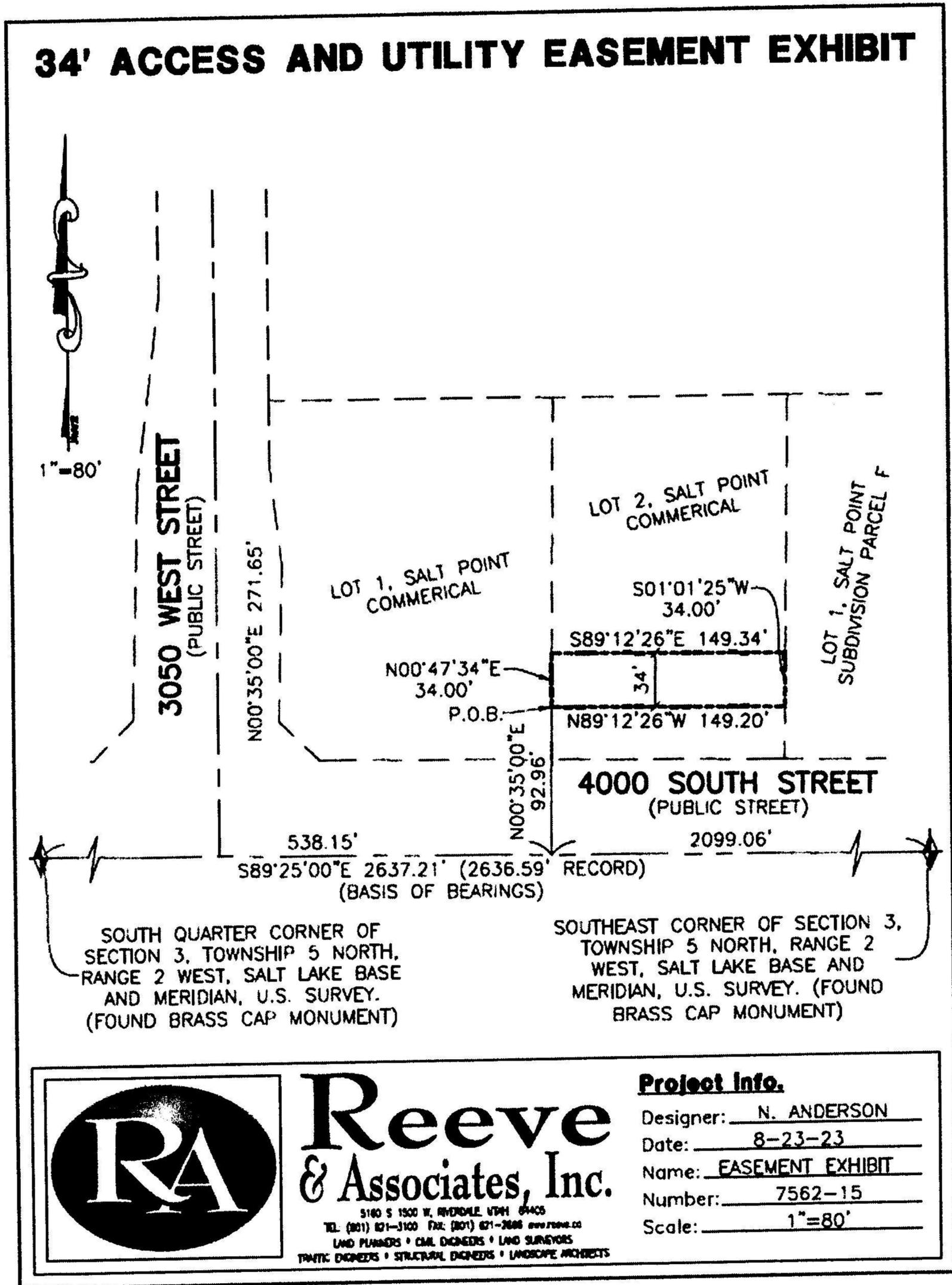


EXHIBIT D

AMENDED LEGAL DESCRIPTION OF ACCESS AND UTILITY EASEMENT

AN 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 538.09 FEET SOUTH 89°25'00" EAST AND 75.85 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 24.24 FEET ALONG THE WESTERLY LINE OF LOT 2 OF SALT POINT COMMERCIAL; THENCE SOUTH 89°12'26" EAST 19.88 FEET; THENCE NORTH 45°47'40" EAST 38.01 FEET; THENCE SOUTH 89°12'26" EAST 102.59 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 88.36 FEET; THENCE SOUTH 45°47'40" WEST 24.21 FEET; THENCE NORTH 89°12'26" WEST 43.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,074 SQUARE FEET OR 0.117 ACRES.

EXHIBIT E

AMENDED ACCESS AND UTILITY EASEMENT AREA

