



\*W3051816\*

AFTER RECORDING, RETURN TO:

CW LAND CO., LLC  
Attn: Legal Department  
1222 W. Legacy Crossing Blvd., STE 6  
Centerville, UT 84014

EN 3051816 PG 1 OF 11  
LEANN H KILTS, WEBER COUNTY RECORDER  
01-MAY-20 4:30 PM FEE \$40.00 DEP PV  
REC FOR: JOSH HUGHES

Parcel Numbers: 08-034-0075 and 08-034-0073

**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 CW LAND CO., LLC, a Utah limited liability company, and assigns, successors, or heirs (“**Grantor**”) and SALT POINT SELF STORAGE, 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 a “**Party**”).

**RECITALS**

WHEREAS, Grantor is the fee simple owner of the certain real property located in West Haven (“**City**”), Weber 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 that certain real property located adjacent to the Grantor Property and in West Haven, Weber County, State of Utah, 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 approximate 30.50’ wide access and utility easement in perpetuity across the Grantor Property so that various utility lines, including but not limited to water, sewer, storm drain, power, gas, or internet (collectively, the “**Utility Improvements**”), can connect from the Grantee Property to 3275 West Street as depicted on **Exhibit C** attached hereto and incorporated herein by this reference (the “**Easement Area**”).

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:

1. Grant of Easement. Grantor hereby grants and conveys a non-exclusive access and utility easement (the “Easement”) upon, over, and across the Easement Area for the uses described herein.

2. 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 3 below.

3. Permitted Use. The Grantee shall construct and connect the Utility Improvements at Grantee’s sole cost and expense. The Easement shall be used by the Grantee for the purpose of connecting the Utility Improvements from Grantee Property to 3275 West Street and shall give and convey to the Grantee, or Grantee’s successors, heirs, and assigns, herein the right of ingress and egress upon the Grantor Property for the purpose of the location, construction, maintenance, use, installation, removal, and repair of the Utility Improvements. In the event the Utility Improvements need to be upsized to service the entirety of the Salt Point development, Grantor shall pay all costs associated with said upsizing. Notwithstanding the foregoing, prior to commencing construction of the upsized Utility Improvements, Grantor and Grantee shall mutually agree upon the price for upsizing costs.

4. Approval of Construction Drawings: Grantor Utility Stubs. Grantor has reviewed and approved of the construction plans, a copy of the Grantor approved construction plans are attached hereto as **Exhibit D**. Additionally, Grantee hereby agrees to stub the Utility Improvements, including but not limited to the water utility improvements, at the location, within the Easement Area, determined by Grantor for Grantor’s future connection to said Utility Improvements (the “Grantor Utility Stubs”). Grantor hereby agrees to pay for all costs associated with construction of the Grantor Utility Stubs. Notwithstanding the foregoing, prior to commencing construction of the Grantor Utility Stubs, Grantor and Grantee shall mutually agree upon the price for said Grantor Utility Stubs. The approximate location of Grantor’s utility stub for the water connection is attached hereto as **Exhibit E**.

5. 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 Weber County Recorder.

6. Default. A defaulting party shall have ten (10) days following receipt of written notice, which notice shall specifically describe the default(s), to cure said default(s). 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.

7. Grantor Property; Maintenance and Repairs. Grantee, its successors, heirs, and assigns, shall restore the Grantor Property to substantially the same or better condition as existed on Grantor Property prior to installation of the Utility Improvements. Upon completion and

connection of the Utility Improvements in the Easement Area, Grantor and Grantee shall both be obligated to perform all maintenance and repair activities related to the portion of the Utility Improvements exclusively servicing each Party's property and otherwise confirm that said Utility Improvements remain in a good condition and in compliance with applicable City, County, and other related regulations until such time that the applicable district, including but not limited to the applicable water district, dedicates the Utility Improvements and accepts such maintenance and repair obligations.

8. 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 said person 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.

9. 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.

10. 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 Weber County Recorder.

11. 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.

12. 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.

13. 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.

14. Independent Provisions. If any provision herein is held invalid or unenforceable, 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.

15. 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.

16. Miscellaneous. 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. 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. The recital paragraphs set forth above are expressly incorporated in this Agreement by this reference. 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. References herein to Paragraphs and Exhibits shall be construed as references to Paragraphs and Exhibits of this Agreement unless the context otherwise requires. Any terms defined in this Agreement in the singular shall have a comparable meaning when used in the plural, and vice versa.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the 1<sup>st</sup> day of May, 2020.

**GRANTOR**

CW Land Co., LLC,  
a Utah limited liability company

By: CW Development Group, LLC,  
a Utah limited liability company  
Its: Manager

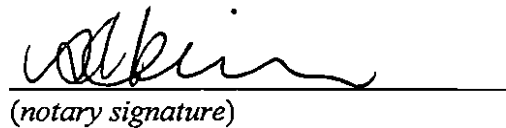


By: Colin H. Wright  
Its: Manager

STATE OF UTAH            )  
                                  ): §  
COUNTY OF Davis    )

On this 1 day of May, 2020, before me, Stephanie Heiner a notary public, personally appeared Colin H. Wright, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

Witness my hand and official seal.

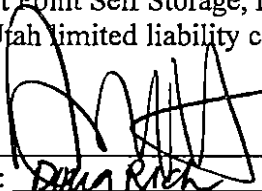
  
(notary signature)



(seal)

GRANTEE


Salt Point Self Storage, LLC,  
a Utah limited liability company

  
By: Doug Rick  
Its: Owner - Part

STATE OF UTAH            )  
                                  ): §  
COUNTY OF Davis    )

On this 1 day of May, 2020, before me, Stephanie Heiner a notary public, personally appeared Doug Rick, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

Witness my hand and official seal.

  
(notary signature)



(seal)

EXHIBIT A  
Grantor Property

**Salt Point CW Land (Areas 10 and 11, excluding adjacent future road)  
Remaining Parcel West of Storage Sheds**

Commencing at a point on the North right of way line of 4000 South Street said point is 59.99 feet North  $00^{\circ}49'49''$  East along the Quarter Section line; and 872.04 feet North  $89^{\circ}10'11''$  West from the South Quarter corner of Section 3, Township 5 North, Range 2 West Salt Lake Base and Meridian; and running thence (3) courses along said North right of way line as follows: (1) South  $89^{\circ}54'39''$  West 108.31 feet; (2) South  $88^{\circ}44'49''$  West 137.93 feet; and (3) North  $45^{\circ}52'59''$  West 32.75 feet to the Easterly right of way line of 3275 West Street; thence five (5) courses along said Easterly right of way line as follows: (1) North  $15^{\circ}05'23''$  East 15.52 feet; (2) North  $00^{\circ}10'02''$  East 89.54 feet to a point of curvature; (3) Northeasterly along the arc of a 215.50 foot radius curve to the right a distance of 185.33 feet (Central Angle equals  $49^{\circ}16'26''$ , and Long Chord bears North  $24^{\circ}48'15''$  East 179.67 feet); (4) North  $49^{\circ}26'28''$  East 83.93 feet to a point of curvature; (5) Northeasterly along the arc of a 284.50 foot radius curve to the left a distance of 106.82 feet (Central Angle equals  $21^{\circ}30'47''$ , and Long Chord bears North  $38^{\circ}41'04''$  East 106.20 feet); thence East 59.28 feet; thence South  $00^{\circ}05'21''$  East 424.64 feet to the POINT OF BEGINNING.

Containing 88,452 square feet  
or 2.0306 acres, more or less.

EXHIBIT B  
Grantee Property

**Salt Point CW Land (Areas 10 and 11, excluding adjacent future road)  
SP Storage Units Overall Parcel**

Commencing at the intersection of the North right of way line of 4000 South Street and the West Boundary of the Layton Canal said point being 64.69 feet North 00°49'49" East along the Section line and 578.68 feet North 89°10'11" West from the South Quarter corner of Section 3, Township 5 North, Range 2 West Salt Lake Base and Meridian; and running thence South 89°54'39" West 293.40 feet along said South right of way line; thence North 00°05'21" West 424.64 feet; thence East 160.98 feet; thence South 132.00 feet; thence East 224.29 feet to said West Boundary line of the Layton Canal; thence three (3) course along said West Boundary line as follows: (1) South 38°43'48" West 56.37 feet to a point of non-tangent curvature of which the radius point lies South 51°16'14" East; (2) Southerly along the arc of a 250.00 foot radius curve to the left a distance of 166.38 feet (Central Angle equals 38°07'56", and Long Chord bears South 19°39'48" West 163.33 feet); and (3) South 00°35'48" West 94.41 feet to the POINT OF BEGINNING.

Containing 2.6000 acres, more or less.



EXHIBIT C  
Easement Area

Commencing at a point 291.96 feet North 00°49'49" East along the Section line and 875.76 feet North 89°10'11" West from the South Quarter corner of Section 3, Township 5 North, Range 2 West Salt Lake Base and Meridian; and running thence South 89°54'39" West 98.76 feet to a point of curvature; thence Northwesterly along the arc of a 65.25 feet radius curve to the right a distance of 56.42 feet (Central Angle equals 49°32'27", and Long Chord bears North 65°19'07" West 54.68 feet); thence North 40°32'53" West 51.16 feet; thence North 49°08'10" East 30.50 feet; thence South 40°32'53" East 51.33 feet to a point of curvature; thence Southeasterly along the arc of a 34.75 feet radius curve to the left a distance of 30.05 feet (Central Angle equals 49°32'27", and Long Chord bears South 65°19'07" East 29.12 feet); thence North 89°54'39" East 98.76 feet; thence South 00°05'21" East 30.50 feet to the POINT OF BEGINNING.

Containing 5,894 square feet

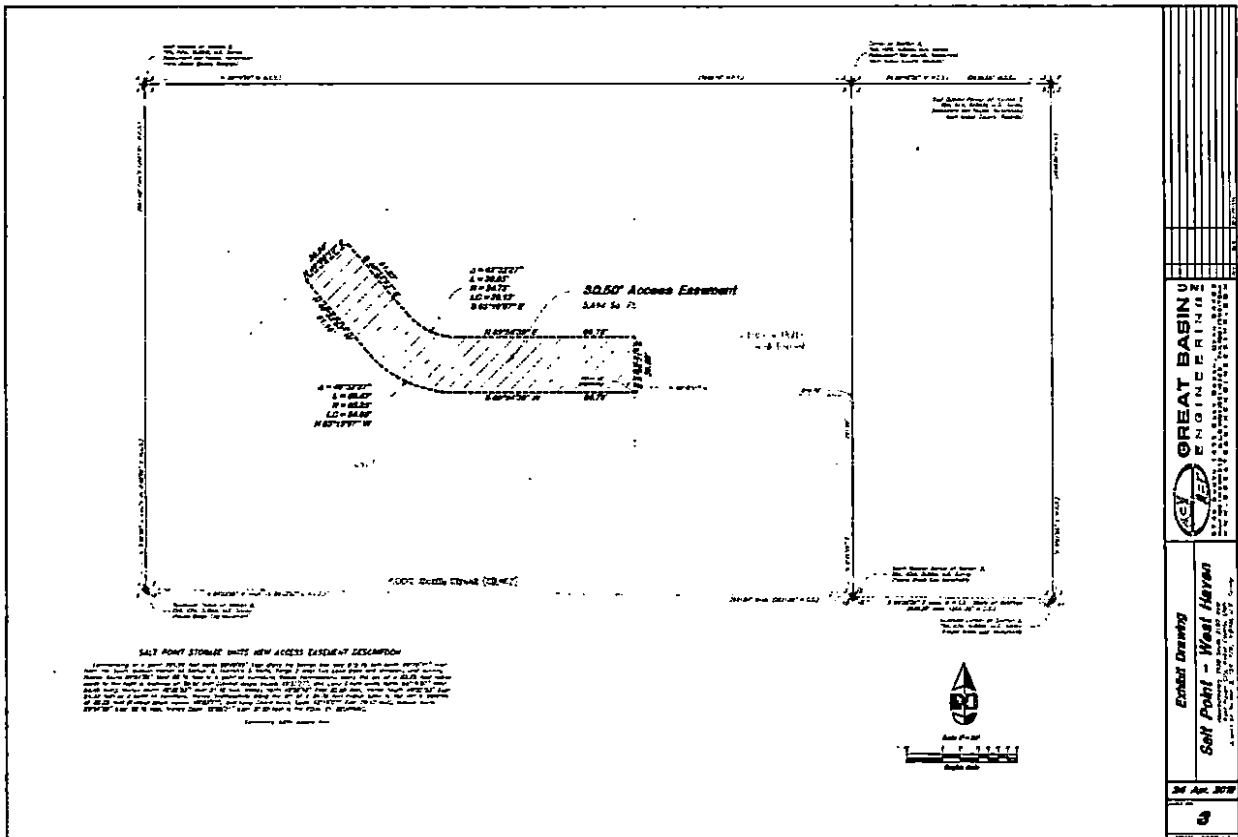


EXHIBIT C  
TO THE  
ACCESS AND UTILITY EASEMENT AGREEMENT

EXHIBIT D  
Approved Construction Plans

EXHIBIT D  
TO THE  
ACCESS AND UTILITY EASEMENT AGREEMENT

EXHIBIT E  
Approximate Location of Grantor's Utility Stub

EXHIBIT E  
TO THE  
ACCESS AND UTILITY EASEMENT AGREEMENT