

D26330

Parcel # 06-076-0041

3289526  
BK 7588 PG 1945

E 3289526 B 7588 P 1945-1950

WHEN RECORDED RETURN TO:

#06-076-0059

RICHARD T. MAUGHAN

DAVIS COUNTY, UTAH RECORDER

09/02/2020 01:50 PM

FEE \$40.00 Pgs: 6

DEP RTT REC'D FOR JAMES WEDDINGTON

RETURNED

SEP 02 2020

JOINT USE ACCESS EASEMENT AND MAINTENANCE AGREEMENT

FOR THE SUM OF TEN DOLLARS (10.00) and other good and valuable consideration, THIS JOINT USE ACCESS EASEMENT AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between Portofino Investments with an address of 259 River Bend Way, Suite 102, North Salt Lake, UT 84054 ("Portofino"), and JMW Properties with an address of 487 Greystone Drive ("JMW").  
Farmington Ut, 84025

WHEREAS, Portofino Investments, as the owner of the real property located in Woods Cross, Utah and more specifically described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Portofino"), specifically consents to this Agreement; and

WHEREAS, JMW Properties, as the owner of the real property located in Woods Cross, Utah and more specifically described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "JMW"), specifically consents to this Agreement.

NOW THEREFORE, for and in consideration of a mutual covenants herein set forth and other good and valuable considerations, the receipt of which are hereby acknowledged and do hereby make following grants, agreements, and covenants:

**1. Easements for Vehicular and Pedestrian Access and Ingress, Egress.**

- A. Grant of Portofino Access Easement. Does hereby establish, GRANT and CONVEY to Portofino Investments, subject to the terms and conditions set forth herein, its business invitees, licensees, agents and successors in interest, a non-exclusive, perpetual easement for vehicular and pedestrian ingrees and egress in, across, along, and over the areas (which shall include curb cuts, entrances, exits and driveways) more particularly described on Exhibit "C" which is attached hereto and made a part hereof, for access to the Property (the "Portofino Access Easement"), TO HAVE AND TO HOLD the Portofino Access Easement, and all and singular the rights and appurtenances thereunto belonging.
- B. Grant of JMW Access Easement. Does hereby establish, GRANT and CONVEY to JMW Properties, subject to the terms and conditions set forth herein, its business invitees, licensees, agents and successors in interest, a non-exclusive, perpetual easement for vehicular and pedestrian ingrees and egress in, across, along, and over the areas (which shall include curb cuts, entrances, exits and driveways) more particularly described on Exhibit "D" which is attached hereto and made a part hereof, for access to the Property (the "JMW Access Easement"), TO HAVE AND TO HOLD the JMW Access Easement, and all and singular the rights and appurtenances thereunto belonging.
- C. Maintenance of Portofino Access Easement and JMW Access Easement. and all costs shall be born by JMW Properties. Such shared costs shall include but not be limited to repair of parking lot asphalt, snow removal and such other maintenance costs which shall arise to maintain these Access Easements.
- D. No Impediments to access. And agree that no barriers, fences, curbs, walls, ditches, barricades, or other structures or obstacles will be erected in either the Portofino Access Easement or JMW Access Easement so as to unreasonably burden or interfere with, impede, slow, divert, or in any way prevent vehicular and pedestrian traffic from feely passing within, through or across the Portofino Access Easement or JMW Access Easement.
- E. Subsequent Easements shall be subject to Access Easements hereby granted. Grantors shall have the right to grant other easements over, under, along or upon the Access Easement property; provided, however, that nay such other easements shall be subject to the easement and rights herby granted.

2. This Agreement is Subject to the Pre-existing Easements, which are referred to in Legal Description contained or recorded on the property or per any recorded plat for subject property.

3. Miscellaneous.

A. Non-Public Rights Hereby Granted. Nothing in this Agreement shall be construed as a dedication to the public.

B. Notice. Any notice or demand required or permitted to be given under this Agreement must be in writing and will be deemed delivered when actually received, and may be given by hand delivery, overnight courier, completed facsimile transmission, or by certified mail, return receipt requested.

C. Assionability. and may each grant the benefit of the respective easements, rights or privileges granted to or conferred hereunder, to any assignee, tenant, subtenant, franchisee, affiliate, licensee, customer, employee or business invitee, or to any customer, employee or business invitee of any such assignee, tenant, subtenant, franchisee affiliate or licensee for the duration of such tenancies.


D. Binding Effect. The easements created and granted hereby, as well as all other rights and obligation conferred by this Agreement, shall constitute covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and all future owners or occupiers of all or any portion of the and , as applicable, and their respective successors and assigns, and all persons claiming under them.


E. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the Stat of Utah (exclusive of its conflict of laws rules). Venue for any dispute shall be in Salt Lake County, Utah.


F. Amendment. This Agreement is acknowledged by the parties to be the final expression of their intent with respect to the subject matter hereof and shall supercede all prior oral or written agreements with respect to access easements. This Agreement may be amended only by an instrument in writing executed and acknowledged by all owners of the property covered by this Agreement

G. Rules of Construction. If any part of this Agreement or the application of this Agreement to any set of circumstances is held, for any reason to be invalid or unenforceable, the validity of the remaining portions of this Agreement shall not be affected thereby.

EXECUTED on the dates of our acknowledgments to be effective the 1<sup>ST</sup> dy of SEPTEMBER, 2020

  
\_\_\_\_\_  
By: TOM STUART  
PORTOFINO INVESTMENTS

  
\_\_\_\_\_  
By: Steve Wedington  
JMW PROPERTIES, LLC

  
\_\_\_\_\_  
By: Chad Salmon

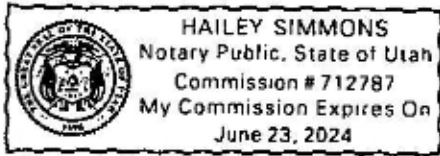
\_\_\_\_\_  
By:

STATE OF UTAH

3289526  
BK 7588 PG 1947

COUNTY OF DAVIS

On this <sup>1st</sup> day of <sup>September</sup> 2020, personally appeared before me <sup>Tom Stuart</sup> and <sup>Tom Stuart</sup>, the signer of the within instrument, who duly acknowledged to me that they executed the same.



*[Signature]*  
\_\_\_\_\_  
Notary Public

STATE OF UTAH  
COUNTY OF DAVIS

On this <sup>1st</sup> day of <sup>Sept</sup> 2020, personally appeared before me <sup>Chad Salmon</sup> and <sup>President</sup>, the signer of the within instrument, who duly acknowledged to me that they executed the same.



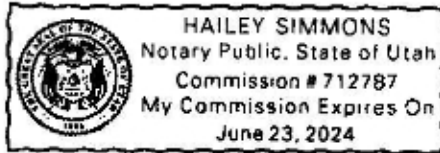
*[Signature]*  
\_\_\_\_\_  
Notary Public

STATE OF UTAH

3289526  
BK 7588 PG 1948

COUNTY OF DAVIS

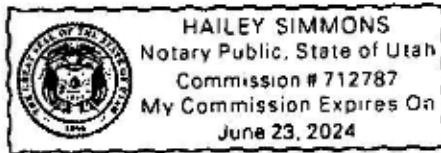
On this <sup>1st</sup> day of <sup>September</sup>, 2020, personally appeared before me <sup>Tom Stuart</sup> and , the signer of the within instrument, who duly acknowledged to me that they executed the same.




  
\_\_\_\_\_  
Notary Public

STATE OF UTAH  
COUNTY OF DAVIS

On this <sup>1st</sup> day of <sup>September</sup>, 2020, personally appeared before me <sup>James Paul Weddington</sup> and , the signer of the within instrument, who duly acknowledged to me that they executed the same.



  
\_\_\_\_\_  
Notary Public

3289526  
BK 7588 PG 1949

LOT 4  
AA SUMMIT COMMERCIAL  
SUBDIVISION  
TAX # 06-314-0006

UTAH HIGHWAY 68 (REDWOOD ROAD 1800 WEST STREET)

JMW PROPERTIES  
TAX # 06-076-0041

LOT 3  
AA SUMMIT COMMERCIAL  
SUBDIVISION  
TAX # 06-231-0003

ROADWAY  
CENTERLINE

PORTFINO INVESTMENTS LLC  
TAX # 06-076-0059

59-FOOT INGRESS/  
EGRESS EASEMENT



1470 South 600 West  
Woods Cross, Utah 84010  
Phone 801-298-2236

### JMW REDWOOD PROPERTIES

1350 SOUTH REDWOOD ROAD  
TAX # 06-076-0041  
LOCATED IN THE SW 1/4 OF SECTION 26,  
T. 27N., R. 17W., S. 6E. DM.  
WOODS CROSS, DAVIS COUNTY, UTAH

DRAWN: MM 8/26/2020

PROJECT: 1796001

BOUNDARY 1796001.dwg

# X900

## EXHIBIT

**Easement Description**  
**Entellus Project #1796001, Jim Weddington**  
**Prepared on August 26, 2020 MM**

A 59-FOOT-WIDE EASEMENT, THE ENDS OF SAID EASEMENT EXTENDING TO THE EAST LINE OF REDWOOD ROAD (HIGHWAY 68) AND TO THE EXTENSION OF THE WESTERLY LINE OF LOT 3, A.A. SUMMIT COMMERCIAL SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT BASE AND MERIDIAN, DAVIS COUNTY, UTAH, 25 FEET OF SAID EASEMENT ON THE NORTH SIDE AND 34 FEET ON THE SOUTH SIDE OF A CENTERLINE, SAID CENTERLINE LINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING SOUTH 00°19'07" EAST 16.57 FEET ALONG THE EXTENSION OF THE WEST LOT LINE FROM THE SOUTHWEST CORNER OF SAID LOT 3, AND RUNNING THENCE WESTERLY 52.37 FEET ALONG A 200-FOOT-RADIUS NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15° 00'07", CHORD BEARS NORTH 80°51'29" WEST 52.22 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY 57.90 FEET ALONG A 200-FOOT-RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°35'13", CHORD BEARS NORTH 81°39'02" WEST 57.70 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89° 56' 39" EAST 153.45 FEET TO THE EAST RIGHT OF WAY OF REDWOOD ROAD (HIGHWAY 68) AND TO THE TERMINUS.

