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ENT 114762:2018 PG 1 of 10
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Dec 04 12:39 pm FEE 0.00 BY MG
RECORDED FOR UDOT-R/W INSTRUMENTS SECTION

WHEN RECORDED, MAIL TO:
Utah Department of
Transportation Region Three
Permits
658 North 1500 West,
Orem, Utah 84057

Tax ID No: 40:178:0020, 35:239:0003
Utah County

JOINT ACCESS AGREEMENT
491 N Redwood Rd. Saratoga Springs
(SR#68)

This Joint Access Agreement (this "Agreement") is made as of the 26 day of October, 2018 by and between Intermountain Equine Reproduction Center, Inc., a Utah corporation ("South Owner"), and Utah Department of Transportation, an agency of the State of Utah ("North Owner") and together with the South Owner (the "Owners").

RECITALS:

- A. South Owner is the owner of that certain property located at 122 W. 400 N., Saratoga Springs, Utah consisting of approximately 10.6 acres ("South Parcel").
- B. North Owner is the owner of that certain property located at 491 N. Redwood Rd., Saratoga Springs, Utah consisting of approximately 8.9 acres ("North Parcel").
- C. There currently exists a gravel road on the south end of the North Parcel. South Owner desires to relocate this road to be equally on the South Parcel and the North Parcel.
- D. The Owners, by the execution of this Agreement, desire to establish the location and terms of an easement on, over, and across portions of the South Parcel and North Parcel for the construction, use and maintenance of an access road (the "Road"), as depicted on Exhibit C attached hereto and incorporated herein by reference.
- E. By this Agreement, South Owner desires to grant an easement to North Owner for the benefit of North Parcel on, over, and across a portion of South Parcel

(“South Parcel Easement Property”), and North Owner desires to grant an easement to South Owner for the benefit of South Parcel on, over and across a portion of North Parcel (“North Parcel Easement Property”). The South Parcel Easement Property is more particularly described on Exhibit A. The North Parcel Easement Property is more particularly described on Exhibit B.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, North Owner and South Owner agree as follows:

1. Grant of Easement over South Parcel. South Owner hereby grants and conveys to North Owner, for the use and benefit of North Owner and North Parcel, a perpetual non-exclusive easement on, over, and across the South Parcel Easement Property, as described in Exhibit A and depicted on Exhibit D, for the purpose of constructing, using, maintaining and repairing the Road (as and to the extent required by Section 3 below) and for pedestrian and vehicular ingress and egress to and from North Parcel by North Owner, North Owner’s tenants, guests, employees, agents, licensees, invitees, successors, and assigns. No wall, fence, gate, improvement, construction or construction materials or other obstruction may be located or placed upon the South Parcel or the South Parcel Easement Property, except as temporarily necessary for construction, maintenance and repair. No vehicles may be parked at any time within the South Parcel Easement Property, except with the prior consent of South Owner.

2. Grant of Easement over North Parcel. North Owner hereby grants and conveys to South Owner, for the use and benefit of South Owner and South Parcel, a perpetual non-exclusive easement on, over, and across the North Parcel Easement Property, as described in Exhibit B and depicted on Exhibit C, for the purpose of constructing, using, maintaining and repairing the Road (as and to the extent required by Section 3 below) and for pedestrian and vehicular ingress and egress to and from South Parcel by South Owner, South Owner’ tenants, guests, employees, agents, licensees, invitees, successors, and assigns. No wall, fence, gate, improvement, construction or construction materials or other obstruction may be located or placed upon the North

Parcel Easement Property, except as temporarily necessary for construction, maintenance and repair. No vehicles may be parked at any time within the North Parcel Easement Property, except with the prior consent of North Owner.

3. Construction, Maintenance, and Repair. South Owner shall be responsible for the construction, maintenance, and repair of the Road. The current owner of the North Parcel, the Utah Department of Transportation will not contribute to any costs for the construction, maintenance, and repair of the Road, including the cost for the removal of any obstruction. However, any subsequent owner of the North Parcel will be responsible for one-half of the maintenance and repair costs, including any other costs identified in this Agreement for the Road. South Owner shall obtain North Owner's consent to the plans, design, and maintenance and repair schedule and activities, which approval may not be unreasonably withheld, conditioned, or delayed. Any requests for approval not responded to within ten business days shall be deemed approved. In the event South Owner does not fulfill its obligations in a timely manner, North Owner shall have the right to conduct such maintenance or repairs and shall be entitled to reimbursement for South Owner's share of expenses incurred. If it becomes necessary or desirable to repair or rebuild all or any portion of the Road, unless agreed to by both parties, such repair or reconstruction of the Road shall be in the same location and the same size as the Road originally built and shall be constructed of materials of the same quality as the original Road.

4. Use Restrictions. The Owners shall keep the Road clear of any and all obstructions and shall not allow any structures, vehicles or signs to be placed so close to the Road as to inhibit free ingress and egress from either the North Parcel or South Parcel. The Road shall be used for all purposes reasonably necessary for the full use of the North Parcel and South Parcel. Access to the Road shall be subject to all restrictions specified by the Utah Department of Transportation Highway Encroachment Permit issued in connection with construction of the Road.

5. Emergency Provisions. In the event the Road is impassible for any reason, including, without limitation obstruction by debris or accumulated snow greater than three

inches (3"), either party may immediately remove or cause to be removed the obstruction. The costs for such removal shall be divided equally between the parties.

6. Periodic Meeting. The Owners shall meet periodically as needed to discuss anticipated maintenance needs, including a budget therefor, and any other issues related to the Road, which meeting may be conducted over telephone, video conference, or other electronic means. The Owners may agree to a maintenance standard. After establishing such standard, if such standard is not maintained, either Owner shall have the right to conduct maintenance in accordance with the standard and shall be entitled to reimbursement for half of the expenses incurred.

7. Covenants to Run with the Land. The easements, rights and interests granted herein shall constitute covenants running with the land, and shall burden the South Parcel Easement Property and North Parcel Easement Property, as the servient estates, and benefit the North Parcel and the South Parcel, respectively, as the dominant estates, and shall be binding upon North Owner and South Owner, and their successors, assigns and any person acquiring, leasing or otherwise owning an interest in South Parcel and/or North Parcel.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Owners and their respective successors and assigns.

9. Attorneys' Fees. In the event any action is commenced by any party against any other party in connection with this Agreement, including any bankruptcy proceeding, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees.

10. Incorporation of Recital and Exhibits. The Recitals located at the beginning of this Agreement are incorporated herein by this reference. The Exhibits attached to this Agreement are also hereby incorporated into this Agreement. In the event of any conflict between the legal descriptions in the Exhibits and the depictions of the same property, the legal descriptions shall control.

11. Captions. The captions to the sections of this Agreement are for convenience only and shall in no way affect the manner in which any provision thereof is construed.

12. No Relationship. The parties hereto do not, by this Agreement nor by any parties' acts, become principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

13. No Waiver. Failure of a party hereto to insist upon strict performance of any provisions hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this instrument shall be deemed to have been waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

14. No Dedication. Nothing contained in this Agreement will be deemed to be a gift or a dedication of any portion of the South Parcel Easement Property or the North Parcel Easement Property to the general public or for the use by or benefit of the general public for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purpose expressed herein.

15. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties, and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on any of the parties unless reduced to writing and duly executed and delivered by the parties.

16. Partial Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, then all terms, provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

17. Applicable Law. The laws of the State of Utah shall govern the validity, construction, performance and effect of this Agreement.

18. Alternative Dispute Resolution. [Intentionally omitted].

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Intermountain Equine Reproduction Center, Inc., a Utah corporation

By: [Signature]
Name: John H. Sieverts
Its: Owner

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me on 10/26/, 2018 by John H. Sieverts, the Owner of Intermountain Equine Reproduction Center, Inc., a Utah corporation.



[Signature]
NOTARY PUBLIC
Residing at: 106255 1300E Sandy UT84094
My Commission Expires: 12/08/2020

Utah Department of Transportation, State of Utah

By: [Signature]
Name: Charles A. Stormont
Its: Director, Right of Way

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me on NOV 24th, 2018 by Charles A. Stormont, the Director Right of Way Utah Department of Transportation, State of Utah.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake County
My Commission Expires: 4/29/2020



EXHIBIT A**Legal Description of the South Parcel Easement Property**

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, ALSO LOCATED IN A PORTION OF LOT 3 OF GORDONS RANCHETTES SUBDIVISION, RECORDED MAY 10, 1993 AS ENTRY NO. 28829 AT THE OFFICE OF THE UTAH COUNTY RECORDER, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD, SAID POINT BEING THE NORTHEAST CORNER OF GRANTOR'S PROPERTY, SAID POINT ALSO BEING WEST 34.73 FEET FROM THE NORTHEAST CORNER OF SAID LOT 3, AND RUNNING THENCE WEST 837.45 FEET ALONG THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 15.00 FEET; THENCE EAST 837.45 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE; THENCE NORTH 15.00 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

EXHIBIT B**Legal Description of the North Parcel Easement Property**

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, ALSO LOCATED IN A PORTION OF LOT 3 OF BROADHEAD SUBDIVISION, RECORDED NOVEMBER 7, 1994 AS ENTRY NO. 85361 AT THE OFFICE OF THE UTAH COUNTY RECORDER, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD SAID POINT BEING THE SOUTHEAST CORNER OF GRANTOR'S PROPERTY, SAID POINT ALSO BEING WEST 32.64 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 3, AND RUNNING THENCE WEST 839.54 FEET ALONG THE SOUTH LINE OF SAID LOT 3 MORE OR LESS TO THE NORTHWEST CORNER OF LOT 3 OF GORDONS RANCHETTES SUBDIVISION, RECORDED MAY 10, 1993 AS ENTRY NO. 28829 AT THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE NORTH 15.00 FEET; THENCE EAST 839.54 FEET MORE OR LESS TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 15.00 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

