

WHEN RECORDED MAIL TO:

Ivory Development, LLC
978 Woodoak Ln
Murray, UT 84107

13227223
3/26/2020 3:57:00 PM \$40.00
Book - 10916 Pg - 2926-2932
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 7 P.

AGREEMENT FOR A FUTURE CROSS-ACCESS AGREEMENT

In Reference to Tax ID Number(s):

27-22-276-058, 27-22-276-051, 27-22-276-052, 27-22-276-061

**AGREEMENT FOR
A FUTURE
CROSS-ACCESS EASEMENT**

This Agreement is entered into this 2 day of February, 2010 between the Utah Department of Transportation (UDOT) and Ivory Development LLC (Property Owner).

RECITALS

WHEREAS, Property Owner has received access approval to improve its property located at 1382 W, 1414 W, and 1450 W 11400 S in City of South Jordan, County of Salt Lake, State of Utah, and legally described as follows:

Exhibit C

WHEREAS, as a condition of this access approval, Property Owner is required to enter into an agreement to create a future cross-access easement on its property to allow for ingress and egress between its property and the adjacent property located at 1352 W 11400 S; and

WHEREAS, the purpose of the easement is to allow traffic flow between the properties in one access and onto 11400 South Road/Street so as to relieve congestion and to create less traffic hazards; and

WHEREAS, at this time, the adjacent property located at 1352 W 11400 S is not seeking access approval, and the owner of that property is unwilling to grant a mutual cross-access easement at this time. It is anticipated that when the adjacent property is improved so as to require access approval, UDOT shall require that a cross-access easement be created to connect the two (2) properties. As required by UDOT, Property Owner agrees to grant an easement as set forth in this Agreement; and

WHEREAS, Exhibit B shall include a site plan showing the approximate location of the future easement.

AGREEMENT

Now therefore it is hereby agreed as follows:

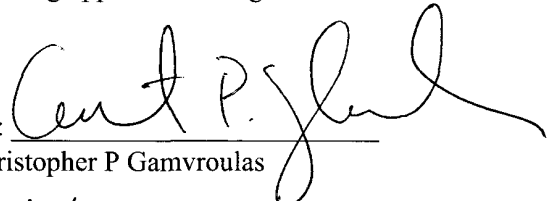
1. In fulfillment of the requirements imposed as a condition of access approval, Property Owner agrees, in the future and upon demand by UDOT, to grant a cross-access easement provided that the adjacent property owner located at 1352 W 11400 S and as shown in attached Exhibit A, likewise grants a similar cross-access easement over its property.
2. At such time as the adjacent property owner desires access, Property Owner agrees to grant the cross-access agreement and to execute all necessary documents to create the cross-access easement.

3. The easements to be created shall burden and benefit the parcels. The easements shall run with the land and shall be binding on and shall insure to the benefit of the property owners, their respective heirs, successors or assigns.
4. The easements to be created shall continue until expressly terminated by written agreement between the parties, their successors, or their assigns. Any agreement to terminate or modify the easements to be created shall be approved in writing by UDOT.
5. Property Owner agrees to make the necessary improvements to its property to allow the ingress and egress as set forth herein within a reasonable time after the creation of the cross-access easements.
6. Property Owner agrees to maintain the easement area that will be located in its property in a reasonable manner and at its sole expense.
7. Any violation or breach of this Agreement shall be considered a breach of the access permit, and UDOT shall have the authority to enforce this Agreement in any manner permitted by law.
8. This Agreement to create a cross access agreement shall be recorded with the Salt Lake County Register of Deeds.

REQUIRED EXHIBITS: Exhibit A is the required legal description of the subject adjacent property. Exhibit B shall include a site plan showing the approximate location of the future easement. Both referenced exhibits are required to be attached to this agreement prior to recording.

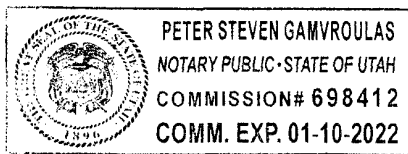
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below.

Ivory Development LLC

By: 
Christopher P Gamvroulas
2/11/2020
Date

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On this 11th day of FEBRUARY, 2020, before me, a Notary Public in and for the County of SALT LAKE, personally appeared CHRISTOPHER P. GAMVROULAS on behalf of IVORY DEVELOPMENT, LLC, to me known to be the same person who signed and is described in the above instrument and acknowledged the same to be his/her free act and deed.



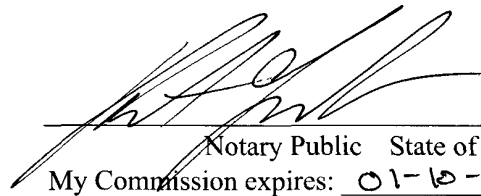

Notary Public State of Utah
My Commission expires: 01-10-2022

Exhibit A

1352 W 11400 S

Lot 1, OUR HOUSE SUBDIVISION

Exhibit B

Approximate location of future easement

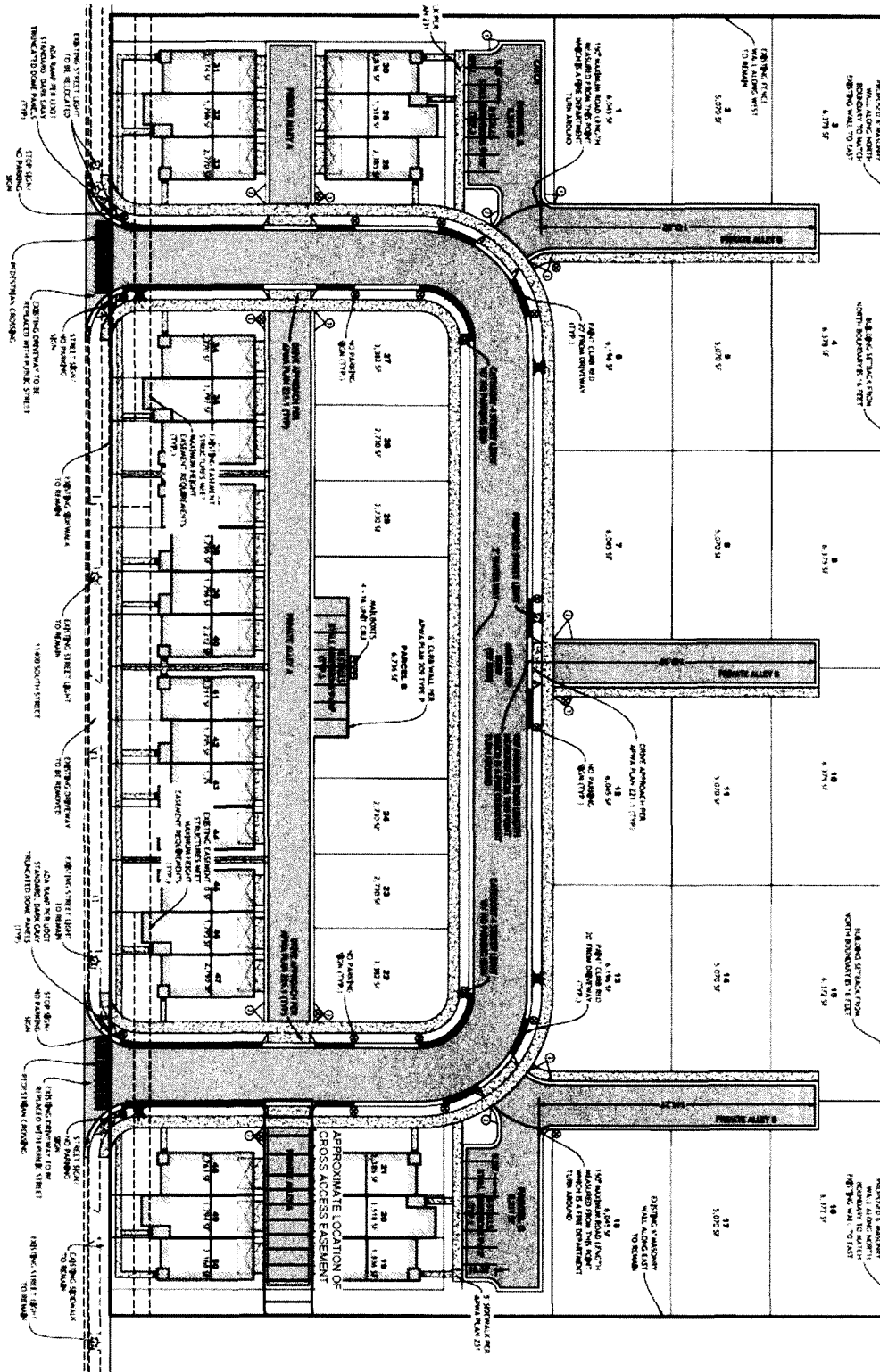


Exhibit C

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 11400 SOUTH STREET AND THE WESTERLY BOUNDARY LINE OF OUR HOUSE SUBDIVISION, SAID POINT BEING N89° 56'45"W 435.00 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER AND N00° 03'15"E 46.70 FEET FROM THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE N89° 57'58"W 675.00 FEET; THENCE N00° 03'15"E 405.54 FEET TO THE SOUTHERLY BOUNDARY LINE OF JORDAN MEADOWS SUBDIVISION; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE S89° 56'45"E 675.00 FEET TO SAID WESTERLY BOUNDARY LINE; THENCE ALONG SAID WESTERLY BOUNDARY LINE S00° 03'15"W 405.30 FEET TO THE POINT OF BEGINNING.

CONTAINS 6.28 ACRES OR 273,658 SQUARE FEET IN AREA, 50 LOTS AND 3 PARCELS.