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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
JEFF JOHNSON
9800 S MONROE ST
SANDY UT 84070
BY: DSA, DEPUTY - WI 5 P.

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

This Agreement is entered into this 19 day of August, 2020 between the Utah Department of Transportation (UDOT) and Mountain America Credit Union (MACU).

RECITALS

WHEREAS, Property Owner has received access approval to improve its property located at 2850 West 3500 South in West Valley City, Salt Lake County, State of Utah, and legally described as follows:

COMMENCING AT A POINT 750 FEET WEST AND 53 FEET NORTH FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 190 FEET; THENCE NORTH 241 FEET; THENCE EAST 190 FEET; THENCE SOUTH 241 FEET TO THE PLACE OF BEGINNING

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 2830 West 3500 South; and

WHEREAS, the purpose of the easement is to allow traffic flow between the properties in one access and onto 3500 South Street (SR 171) so as to relieve congestion and to create less traffic hazards; and

WHEREAS, at this time, the adjacent property located at 2830 West 3500 South 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 2830 West 3500 South 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.

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.

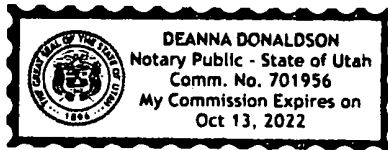
Mountain America Credit Union

By: Chris Tapia
Chris Tapia SVP Corp. R.E.

8/19/20
Date

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

On this 19 day of August, 2020 before me, a Notary Public in and for the County of Salt Lake, personally appeared Chris Tapia on behalf of Mt. America CU, 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.



[Signature]
Notary Public State of Utah
My Commission expires: 10/13/2022

EXHIBIT A

2830 West 3500 South
West Valley City, Utah

Parcel: 1528380025

BEG 660 FT W & 53 FT N FR SE COR OR SW 1/4 OF SEC 28, T 1S, R 1W, SLM; W 90 FT; N 241 FT; E 90 FT; S 241 FT TO BEG. 0.50 AC M OR L.

EXHIBIT B

