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## ACCESS AGREEMENT

RENAISSANCE TOWNE CENTRE PROJECT  
STATE HIGHWAY 106

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of July, 2000  
by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereafter referred to as  
the "UDOT" and TOWN CENTER, LLC, a Utah Limited Liability Company, hereinafter referred  
to as the "DEVELOPER".

### WITNESSETH:

WHEREAS, the UDOT owns Right-of-Way on State Route 106 (SR-106) to which the  
Developer of the RENAISSANCE TOWNE CENTRE wishes to install a single right-in/right-out  
access point to the development within a limited-access section of the highway, in Davis County,  
Utah as shown on the attached plans as Exhibit "A" which by these references are made a part  
hereof; and

WHEREAS, the UDOT is willing to permit the single right-in/right-out access installation  
in the project site area in accordance with the terms and conditions of this Agreement; and

WHEREAS, the UDOT has determined by formal finding that said work on public right-of-  
way is not in violation of the laws of the State of Utah.

THIS AGREEMENT is made to set forth the terms and conditions whereunder said work  
shall be performed.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The UDOT will grant access on State Right of Way to the Developer on SR-106  
between the intersections of 1500 South and 1800 South for the sole purpose of

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installing a single right-in/right-out access to the Renaissance Towne Centre development following completion and acceptance of the required UDOT Region Two Permits Application. Access will only be granted to Developer's property ownership of the Renaissance Towne Centre. A detailed listing of property owners will be supplied to UDOT with the access permit application. UDOT retains authority to control driveway access to highways in part by Utah Code 72-7-102(1) which prohibits any driveway within a highway right-of-way unless permitted by the highway authority under the rules of the highway authority, and in compliance with federal, State, and local laws.

2. UDOT agrees in principle with the Fehr and Peers Associates study dated December 14, 1999, and submitted to UDOT and Bountiful City in which the study concluded that the potential for increased accidents and accident rates associated with the access point on SR-106 would be offset by an accident reduction on the surrounding Bountiful City streets if the specified mitigation actions described herein are completed by the Developer. The specified mitigation actions will be at the expense of the Developer.
3. The Developer will complete and sign an agreement with Bountiful City to ensure all of the conditions described in Fehr and Peers Associates study dated December 14, 1999 and submitted to UDOT and Bountiful City, will be met for an "area wide benefit" prior to UDOT granting final approval for the single right-in/right-out access point on SR-106. The study concluded that the potential for increased accidents and accident rates associated with the access point on SR-106 would be offset by an accident reduction on the surrounding Bountiful City streets if the specified mitigation actions within the study are completed by the Developer and/or Bountiful City at their expense. An official signed copy of the agreement will be submitted as supporting documentation with the UDOT access permit application. The following is submitted as detailed clarification of the study recommendations;
  - a. Signal equipment, including but not limited to, detection loops; electrical

connections; mast arm post foundations; and controller cabinet foundation, will be installed at the intersection of Main Street and 1800 South prior to project opening.

b. A signal warrant study will be completed for the intersection of 1800 South and Main Street immediately after project opening to determine when the final signal equipment should be installed and the signal activated. The Developer and/or Bountiful City will install the remaining traffic signal equipment at the intersection of 1800 South and Main Street. All work will conform to Bountiful City standards and requirements.

c. A post development traffic study of the intersection of 1500 South and Main Street will be completed, within one year of the project opening, at the expense of the Developer. The purpose of the study is to determine what, if any, safety mitigation measures should be required at the said intersection based on actual project and background traffic.

4. The Developer will close all access points located within the 100-foot corner clearance area at the intersections of SR-106 with 1500 South and 1800 South.

5. The single right-in/right-out access point on SR-106 will be centrally located between 1500 South and 1800 South. The location will be specifically located to allow for a deceleration lane and an acceleration lane designed and built to UDOT standards. The design and construction of the acceleration and deceleration lanes and right-in/right-out mitigation will be at the Developer's cost.

6. The single access point will be built to allow right-in and right-out movements only. All property descriptions and signed/sealed engineering plans will specifically detail this single access point will remain right-in/right-out in perpetuity.

7. UDOT has the right to place traffic control devices, including islands, on SR-106

between 1500 South and 1800 South to ensure compliance with this item, consistent with traffic engineering studies or applicable standards and at no cost to the Developer.

8. The Developer further agrees that he shall install conduit and all necessary wiring or pull wires to facilitate full interconnect to the UDOT-owned and maintained signal equipment at the intersections of 1500 South and 1800 South with SR-106. Interconnect conduit placement and wiring design and construction will be at the Developer's cost. Design approval, final inspection and approval of construction work will be determined by UDOT. All installed conduit and necessary wiring becomes the property of UDOT.
9. The Developer shall abide by all applicable State and Federal laws, rules and regulations pertaining to Safety and Traffic Control particularly, but not limited to, the Manual of Uniform Traffic Control Devices in the construction, maintenance and repair work of the installation.
10. Construction access to the project site shall be permitted from city streets and the development site only, not from UDOT right of way. Further, equipment shall not be allowed on the through traffic roadway or shoulders of the highway or hinder the free flow of traffic in any way.
11. It is understood that access for maintenance and servicing of the City's utilities located in the right-of-way of SR-106 adjacent to said project shall be permitted only by permit issued by the UDOT to Bountiful City, and that Bountiful City and its designees will obtain said permit and abide by conditions thereof for policing and other controls in conformance with UDOT's "REGULATIONS FOR THE ACCOMMODATION OF UTILITIES ON FEDERAL-AID AND NON-FEDERAL-AID HIGHWAY RIGHTS-OF-WAY," a copy of which has been furnished to the CITY and its designees and any supplements or amendments thereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by its duly authorized officers as of the day and year first above written.

TOWN CENTER, LLC

ATTEST

\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Bruce V. Broadhead

Bruce V. Broadhead, Manager

Date: June 26, 2000

APPROVED AS TO FORM

The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

UTAH DEPT. OF TRANSPORTATION

James C. McMimie

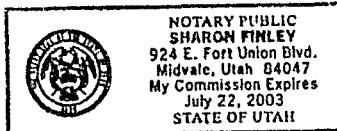
James C. McMimie, Region Two Director

Date: 7/26/00

STATE OF Utah )  
COUNTY OF Salt Lake )

On this 26 day of June, 2000, personally appeared before me, Bruce V. Broadhead, who, acknowledged to me that he executed the foregoing instrument as duly authorized Manager of Town Center, LLC, a Utah limited liability corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.  
My Commission Expires 7-22-2003

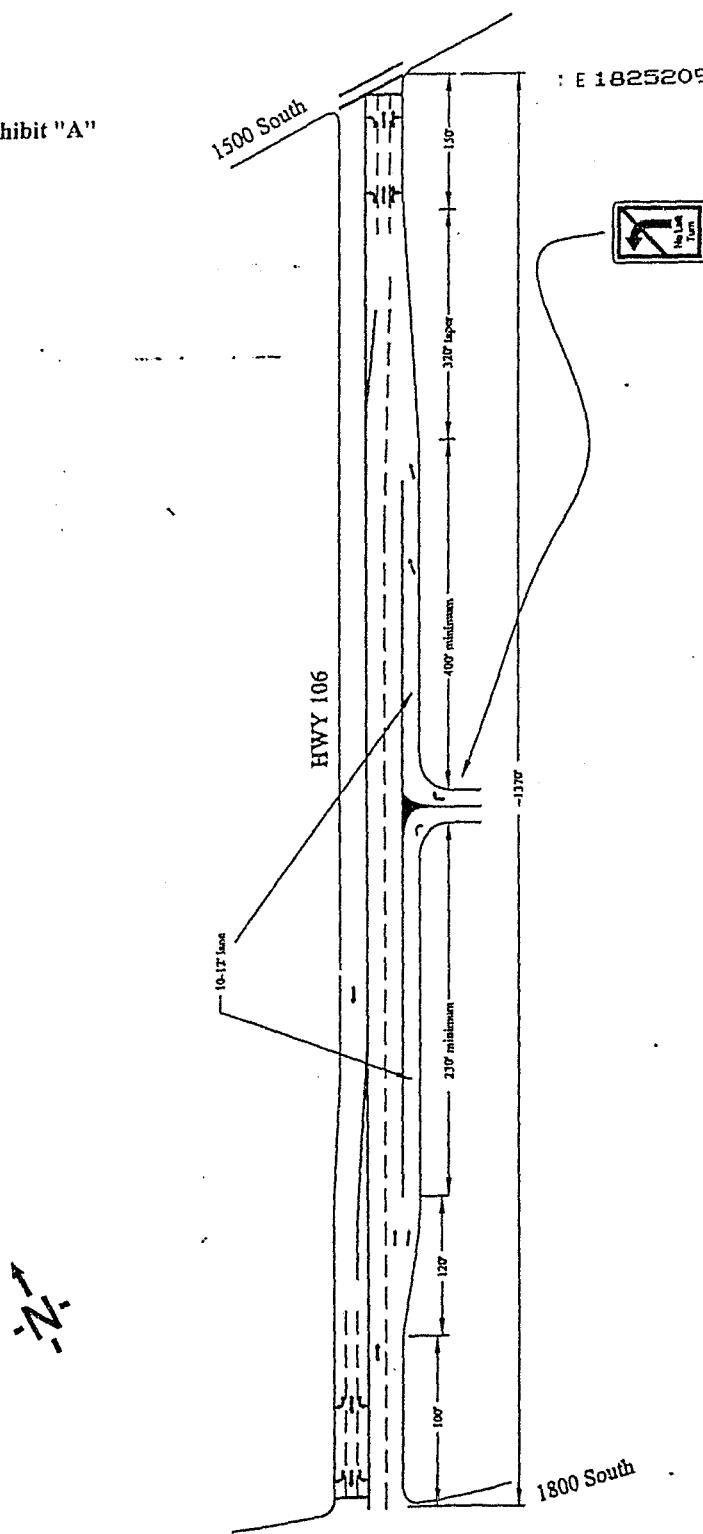


Notary Public

Residing at: Salt Lake

Exhibit "A"

E 1825209 B 3212 P 197



E 1825209 S 3212 P 198 \*

LID	LAND INDEX SYSTEM	LEGAL DESCRIPTION
SERIAL# 03-041-0030	PAGE 1.	INFO DATE 01/23/2003
TAX NAME 2004: TOWN CENTER I,LLC, A UTAH LIMITED LIABILITY COMPANY		
PROP. ADDRESS:		

## LEGAL DESCRIPTION:

BEG ON THE E'LY LN OF A HWY (HWY #106) 46.0 FT PERPENDICULARLY DIST E'LY FR THE CENTERLINE THEREOF AT A PT WH IS GIVEN AS WEST 1826.73 FT ALG THE SEC LN & S 31<sup>15'30"</sup> W 26.08 FT ALG A STR & W 488.46 FT & N 27<sup>01'</sup> E 95.83 FT ALG THE E'LY LN OF SD HWY FR THE N 1/4 COR OF SEC 31-T2N-R1E, SLM; IN THE CITY OF BOUNTIFUL, & R UN TH SE'LY 25.48 FT ALG THE ARC A 15.00 FOOT RAD CURVE TO THE LEFT (RADIUS BEAR S S 63<sup>03'23"</sup> E) TO THE PT OF TANGENCY WITH A 460.0 FOOT RADIUS CURVE TO THE LFT, TH E'LY ALG THE ARC OF SD CURVE FOR A DIST OF 168.26 FT (RADIUS BEARS N 19<sup>37'02"</sup> E), TH N 88<sup>39'34"</sup> E 281.94 FT ALG SD STR TO A PT ON A 30.00 FOOT RADIUS CURVE TO THE LEFT, TH N'LY ALG THE ARC OF SD CURVE 30.09 FT (RADIUS BEARS N 01<sup>20'26"</sup> W) ALG SD STR TO THE W'LY LN OF MAIN STR, TH N 31<sup>11'30"</sup> E 634.19 FT ALG THE W'LY LN OF 5 ROD RD, TH N 88<sup>18'40"</sup> E 9.93 FT ALG AN ANGLE COR IN SD RD TO THE W'LY LN OF A 4 ROD STR, TH N 31<sup>11'30"</sup> E 792.89 FT ALG THE W'LY LN OF SD STR TO THE S LN OF 1500 S STR, TH S 89<sup>46'</sup> W 624.15 FT ALG THE S LN OF SD STR TO THE E'LY LN OF SD HWY, TH S 26<sup>55'</sup> W 1336.94 FT ALG THE E'LY LN OF SD HWY TO POB.

CONT.

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