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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/21/2007 01:23 PM
FEE \$19.00 Pgs: 5
DEP RT REC'D FOR DICKSON CLI LLC

RECIPROCAL ACCESS AGREEMENT

This Reciprocal Access Agreement is made this ____ day of August, 2006, by and between Clinton Pines, L.L.C., a Utah limited liability company ("Pines") and Dickson CLI, LLC, a Utah limited liability company ("Dickson").

RECITALS

A. Pines is the owner of certain real property located at approximately 1917 West 1800 North, Clinton, Utah (the "Pines Property"), depicted on Exhibit "A" attached hereto and more particularly described as follows:

All of Lot 1, Clinton Pines Subdivision Phase III.
Parcel No. 143860001

B. Dickson is the owner of certain real property located at approximately 1776 North 2000 West, Clinton, Utah (the "Dickson Property"), depicted on Exhibit "B" attached hereto and more particularly described as follows:

All of Lot 5, Clinton Pines Subdivision Phase I amended.
Parcel No. 143480005

C. Pines and Dickson desire to grant to one another, for the benefit of the Pines Property and the Dickson Property, a reciprocal easement for ingress and egress over and across the respective parcels.

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

1. **Grant of Easement.** Pines and Dickson hereby grant to one another a non-exclusive reciprocal easement (the "Easement") for ingress and egress upon, over and across the Pines Property and the Dickson Property.
2. **Use of Easement.** The Easement shall be used by Pines and Dickson, and their lessees, or their patrons, agents, customers, representatives, guests and invitees for pedestrian and vehicular travel and access to and from the Dickson Property.
3. **Duration.** The Easement shall be perpetual and shall be for the mutual benefit of the Pines Property and the Dickson Property.

4. **Binding Effect.** The Easement and all provisions of this Agreement, including the benefits and burdens set forth herein, shall be binding upon the respective heirs, successors, administrators, executors, personal representatives and assigns of Pines and Dickson, and shall run with the land.

5. **Obstructions.** No fence or other barrier shall be erected or permitted within or across the Easement, which would prevent or obstruct the passage of pedestrian or vehicular travel thereon.

6. **Remedies.** In the event of a breach hereunder by either party, the non breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys fees and disbursements.

7. **Notices.** Any notice or demand required or permitted to be given under this Agreement shall be deemed to have been properly given when and only when the same is in writing and has been deposited in the United States Mail, with postage prepaid, to be forwarded by registered mail and addressed as follows:

To Pines: Clinton Pines, L.L.C.
c/o Travis Johnson, NAI Utah Property Management
343 E. 500 S.
Salt Lake City, UT 84111

To Dickson: Dickson CLI, LLC
c/o Eric C. Dickson, Manager
1074 Fairway Place
North Salt Lake, UT 84054

IN WITNESS WHEREOF, this Reciprocal Access Agreement has been executed the date and year first above written.

CLINTON PINES, L.L.C.

By: 
Name: Wayne A. Belleau
Title: Member

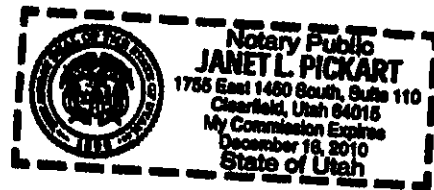
DICKSON CLI, LLC.

By: *Eric C. Dickson*
Name: Eric C. Dickson
Title: Manager

STATE OF UTAH)
)ss.
COUNTY OF Davis)

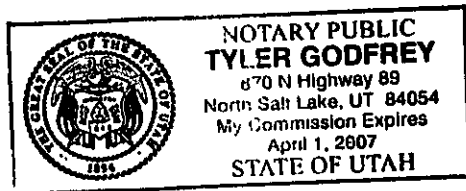
On this 29th day of January, 2007, personally appeared before me Wayne A. Belleau, the signer of the above instrument, who duly acknowledges to me that he executed the same for and on behalf of Clinton Pines, L.L.C., a Utah limited liability company, in his authorized capacity as stated.

Janet L. Pickart
NOTARY PUBLIC



STATE OF UTAH)
)ss.
COUNTY OF Davis)

On this 7 day of ~~August~~ Feb 7, 2006, personally appeared before me Eric C. Dickson, the signer of the above instrument, who duly acknowledges to me that he executed the same for and on behalf of Dickson CLI, LLC, a Utah limited liability company, in his authorized capacity as stated.



Tyler Godfrey
NOTARY PUBLIC

CLINTON PINES SUBDIVISION PHASE 1 AMENDED

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27,
TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
CLINTON CITY, DAVIS COUNTY, UTAH

Landstar Development, LLC Owns All Lots Not Marked

PREF
14-3

LAST
DB05

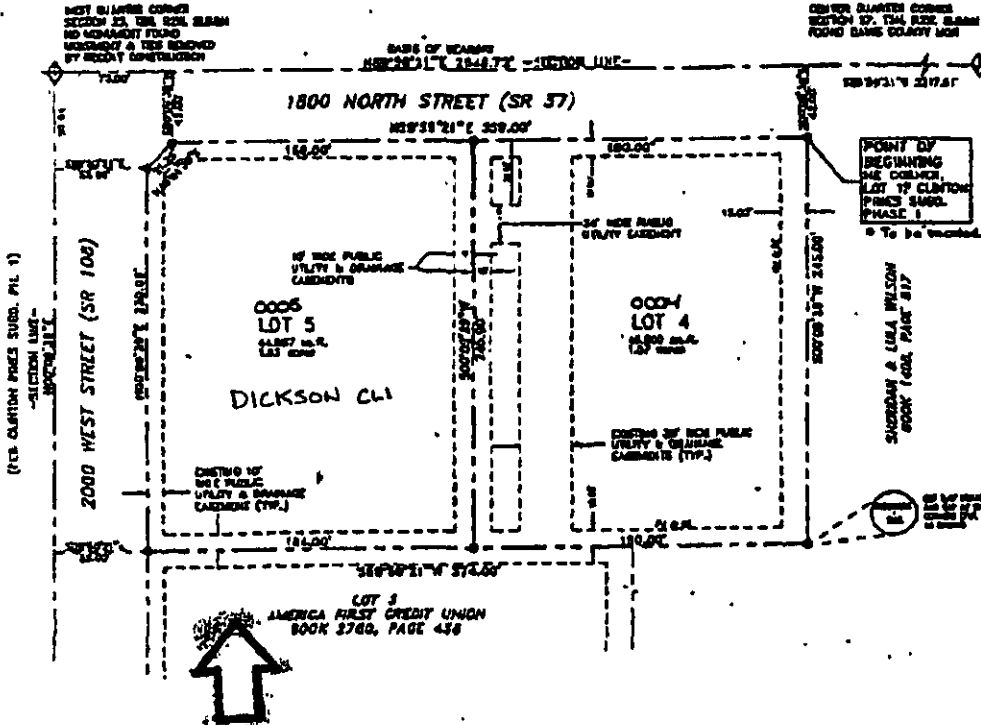
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SCALE
1" = 1'

DEVELOPMENT: CLINTON PINES PHASE 1 AMENDED

SW 1/4 SEC. 27, T. 5N, R. 2W

FILE 1
R 7-3



SUBJECT PROPERTY

NOTES:

1. A 18 INCH DEEP NICE PUBLIC UTILITY AND DRAINAGE EASEMENT EXISTS ALONG EACH SIDE OF ALL FRONT AND REAR LOT LINES, UNLESS OTHERWISE SHOWN.
2. PLACE REBAR AND CAPS AT ALL LOT CORNERS.
3. MANY AREAS IN CLINTON CITY HAVE WATER PROBLEMS DUE TO A SEASONALLY HIGH (FLUCTUATING) WATER TABLE. APPROVAL OF THIS PLAN DOES NOT CONSTITUTE REPRESENTATION BY THE CITY THAT ANY BUILDING AT ANY SPECIFIED ELEVATION WILL SOLVE GROUND WATER PROBLEMS. SOLUTION OF THESE PROBLEMS IS THE SOLE RESPONSIBILITY OF THE PERMIT APPLICANT AND PROPERTY OWNER.
4. DRAINAGE AND DETENTION WITHIN THIS DEVELOPMENT WILL BE ADDRESSED AS THE INDIVIDUAL LOTS ARE DEVELOPED.
5. UPON RECORDATION OF THIS PLAN, LOTS 1 AND 2 WITHIN CLINTON PINES SUBDIVISION-PHASE 1 AND ANY EASEMENTS SHOWN ON SAID LOTS ARE HEREBY VACATED, EXCEPT AS SHOWN HEREON.

LEGEND

- - - - PUBLIC UTILITY AND DRAINAGE EASEMENTS
- SET 3/8" REBAR AND CAP MARKED "COMMON ERE"
- ◆ FOUND SECTION CORNER MONUMENT

LOTS	ADDRESSES
4	1831 WEST 1800 NORTH STREET
5	1873 WEST 1800 NORTH STREET 1776 NORTH 2000 WEST STREET

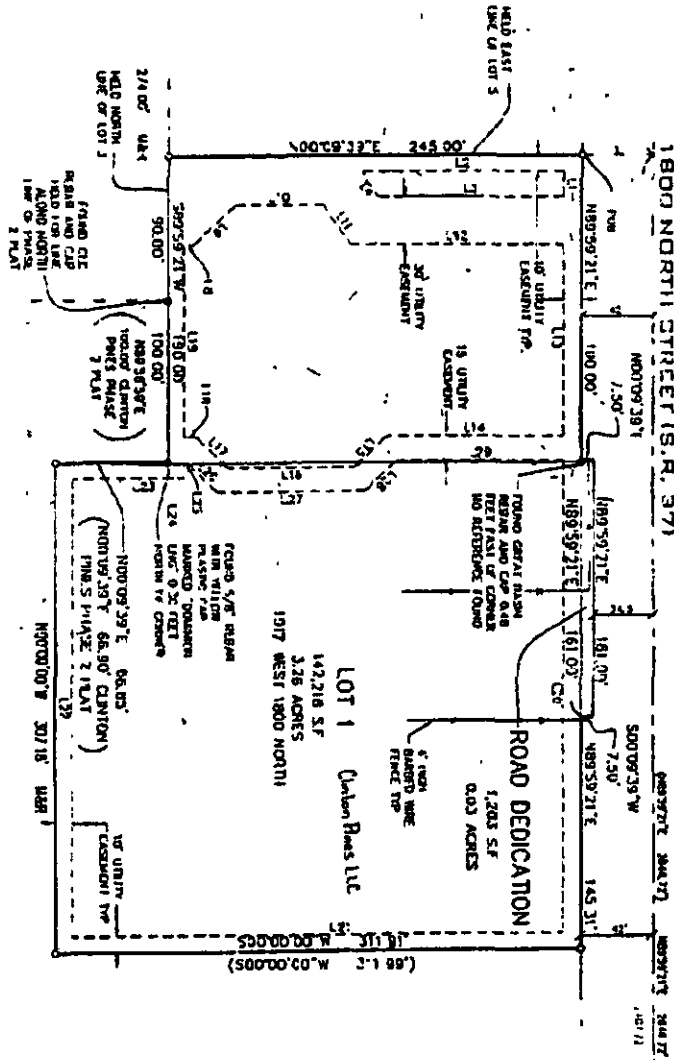
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386

BK 4224 PG 669

CLINTON PINES SUBDIVISION PHASE 3

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27,
TOWNSHIP 9 NORTH, RANGE 2 WEST, S.L.B. 8 N.,
CLINTON CITY, COUNTY OF DAVIS, STATE OF UTAH



SEE APPURTENANCES

- LEGEND**
- E.L.S. - 4/1/06
 - D.S. - 4/1/06

NOTICE:

This map shows the location of the proposed road and the location of the proposed road. The road is 1800 feet wide and runs north-south. The road is located in the southwest quarter of section 27, township 9 north, range 2 west, s.l.b. 8 n., clinton city, county of davis, state of utah.

Prefix 14-386
 Last # 0001
 N
 SCALE: 1" = 50'

DEVELOPMENT: CLINTON PINES PH. 3
 CITY: CLINTON
 LOTS: 1

SN 1/4 SEC. 27, T. 9N, R. 2W
 S.L.M. DAVIS COUNTY, UTAH

411 E 4th St
 Rm 09 16 09