

Office of the Davis County Recorder



Davis
COUNTY

E 3202949 B 7387 P 2486-2503
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/12/2019 03:41 PM
FEE \$0.00 Pgs: 18
DEP RT REC'D FOR DAVIS COUNTY

RETURNED
NOV 12 2019

Recorder
Richard T. Maughan
Chief Deputy
Lalle H. Lomax

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A Agreement
(Document Type)

12-930-0001 thru 0005
Tax Serial Number(s)

ALL OF LOTS 1, 2, 3, 4 AND 5 OF CLEARFIELD JUNCTION SUBDIVISIONS.

**CLEARFIELD JUNCTION
CROSS ACCESS AGREEMENT**

THIS CROSS ACCESS AGREEMENT is made and entered as of the 17th day of September 2019, by and among Clearfield Community Development and Renewal Agency ("CDRA"), a limited purpose local government entity, Davis County, a political subdivision of the State of Utah, (the "County"), and Clearfield Junction, LLC a Utah limited liability company (the "Developer"). The CDRA, County, and Developer are sometimes referred to herein together as the "Parties."

RECITALS

- A. Developer is developing property for a mixed use development within Clearfield City known as Clearfield Junction, pursuant to a Development Agreement ("DA"). See Exhibit A.
- B. As part of the development of Clearfield Junction, and pursuant to the DA, the County will be constructing a future library on the southeast corner of the Clearfield Junction Development. See Exhibit A.
- C. Developer and the County desire that the access to and from within each respective parcel within the Clearfield Junction Project, including County Library parcel shall be owned, operated, controlled, and maintained in perpetuity, including the cross access easements reflected with Clearfield Junction Subdivision plat. See Exhibit A.
- D. Developer and the County acknowledge that a prior document, titled "Declaration of Easement and Easement Maintenance Agreement," was recorded on November 30, 2018, within the Davis County Recorder's office in error, which included language that included the CDRA as a party to said document. See Exhibit B.
- E. Developer and the County agree that the neither the CDRA, nor Clearfield City is responsible for the access management for any terms found within the prior recorded "Declaration of Easement and Easement Maintenance Agreement."

2018-610-A

F. In addition to those terms included within this agreement, Developer and the County intend for the agreement to supersede, in its entirety, the "Declaration of Easement and Easement Maintenance Agreement," a document recorded in error, with the Davis County Recorder's office on November 30, 2018. See Exhibit B.

G. The CDRA is a party to the previous agreement in error and is not responsible in part or in whole for the items described in "Declaration of Easement and Easement Maintenance Agreement," or those items included in this superseding agreement.

NOW, THEREFORE, in furtherance of the objectives of the Parties, and in consideration of the terms of this Agreement and the mutual covenants and promises of the Parties, and other good and valuable consideration, the Parties agree on the terms, covenants and conditions hereinafter set forth, to-wit:

AGREEMENT

I. INCORPORATION OF RECITALS

All of the above and foregoing Recitals are incorporated into this Agreement.

II. PROPERTY DESCRIPTION

The property location(s) to be accessed and provided access are owned, operated, controlled, and maintained by the Developer and the County within the Clearfield Junction Subdivision, Clearfield City, Davis County, Utah, and in accordance with the plat, are all of lots 1, 2, 3, 4, and 5, more fully identified below:

1. Tax Parcel Number: 12-930-0001
2. Tax Parcel Number: 12-930-0002
3. Tax Parcel Number: 12-930-0003
4. Tax Parcel Number: 12-930-0004
5. Tax Parcel Number: 12-930-0005

III. CROSS ACCESS EASEMENT MANAGEMENT

The parties hereby grant, transfer, establish and declare non-exclusive, perpetual easements for ingress and egress, improved or unimproved, and for the installation of private utilities, over and across and for the benefit of the parcels described in the attached Clearfield Junction Subdivision plat. See Exhibit A. The easements shall allow access to

the public for the purpose of emergency and other public vehicular access, and for all necessary public utility services. Although these easements shall not be construed as public dedication, all easements shall include a grant of easement to Clearfield City or its assignees for purposes of constructing, installing, maintaining, repairing, expanding, or connection to mains, laterals, appurtenances or related systems for the providing of municipal sanitary sewer services or municipal water supply.

The County and Developer herein specifically reserve unto themselves, their respective heirs, executors, administrators, personal representatives, successors and assigns, the easements and the easement rights set forth herein for the benefit of the properties, more specifically described in the attached Clearfield Junction Subdivision plat, Exhibit A.

The easements described in the attached Clearfield Junction Subdivision plat shall run with the land and title and shall be appurtenant thereto.

IV. SUPERSEDING DOCUMENT

The Parties agree that pursuant to Utah Code § 57-3-101, *et. seq.*, and all other applicable provisions of law, that this Agreement shall replace in the entirety, the previously recorded document on November 30, 2018, titled "Declaration of Easement and Easement Maintenance Agreement."

V. SUCCESSOR AND ASSIGNEES

Both the County and Developer agree that this Agreement shall run with the land and that all terms herein be required of all those successors and assignees of the Library or Developer.

VI. CROSS ACCESS AGREEMENT TO BE RECORDED ON EACH PARCEL

Both the County and Developer agree that the County shall record this executed Agreement on each (all five) of the properties described in paragraph II, above.

VII. MAINTENANCE

The Parties agree that all maintenance obligations or terms included in the

“Declaration of Easement and Easement Maintenance Agreement,” which was filed in error on November 30, 2018, are moot. Further, the County and Developer acknowledge and agree that all maintenance obligations related to those easements described in the attached Clearfield Junction Subdivision plat, see Exhibit A, shall be addressed in the Covenants, Conditions and Restrictions for the Clearfield Junction Subdivision.

VIII. NO ROLE OF THE CDRA

Both the County and Developer agree that the CDRA shall have no responsibility, ownership, control, or obligation ingress or egress located on the above described properties.

IX. STATUTORILY LIMITED ROLE OF CLEARFIELD CITY

Both the County and Developer agree that although the properties listed above are within the jurisdictional boundaries of Clearfield City, the Clearfield City shall only maintain those related obligations or duties as required through applicable federal, state, or local regulations, as they apply to private utilities.

X. ENTIRE AGREEMENT

The Parties hereto hereby state and agree that this document contains the entire agreement and understanding between the Parties and constitutes their entire agreement and supersedes any and all oral representations or agreements, if any, made by either party prior to the date hereof and that this Agreement is binding upon the assigns and successors of the respective Parties.

XI. NOTICES

All Notices, including Notice of Default, shall be sent to the following addresses:

CDRA:

Clearfield City Recorder
Clearfield City
55 South State Street
Clearfield, Utah 84015

Davis County:

Davis County Library
Library Director

61 South Main, PO Box 618
Farmington, Utah 84025

Davis County Facilities Management
Facilities Director
28 East State Street, PO Box 618
Farmington, Utah 84025

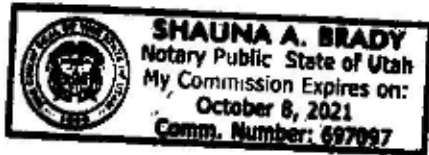
Developer:

Clearfield Junction, LLC
Donovan Gilliland, Manager
2123 Bella Vista Drive
Farmington, Utah 84025



STATE OF UTAH)
) ss
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 17th day of September, 2019 by Randy B. Elliott and Curtis Koch who duly represented to me that they are the Chair of the Board of County Commissioners of Davis County and the Davis County Clerk/Auditor, respectively, and that they each signed the above and foregoing instrument in their official capacity and on behalf of Davis County.

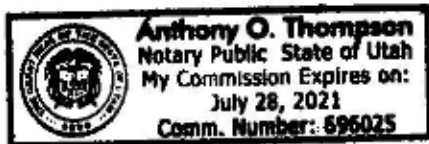


NOTARY PUBLIC

Shauna A. Brady

STATE OF UTAH)
) ss
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 25th day of OCTOBER, 2019 by Donovan Gilliland who duly represented to me that he is a Manager of Clearfield Junction, LLC and Owner of DG Construction and a Manager of Clearfield Junction, a Utah limited liability company respectively, and that he signed the above and foregoing instrument in these official capacity.



NOTARY PUBLIC

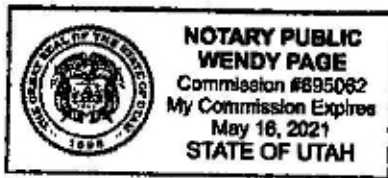
Anthony O. Thompson

STATE OF UTAH)

) SS

COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 31st day of October, 2019 by Kent Bush and Nancy R. Dean who duly represented to me that they are the Chair of the Board of Clearfield Community Development Renewal Agency (CDRA) and the Clearfield City Recorder, respectively, and that they each signed the above and foregoing instrument in their official capacity and on behalf of the CDRA.



NOTARY PUBLIC

Wendy Page

12 930

Clearfield Junction Subdivision

PART OF THE NE 1/4 OF SECTION 2, AND THE NW 1/4 OF SECTION 1, T.4N., R.2W., S.10.S.M., U.S. SURVEY
CITY OF CLEARFIELD, DAVIS COUNTY, UTAH
AUGUST, 2018

NEEDS COUNTY RECORD OF SECTION
1. SURVEY & RECORD BOOK 2
AND SLAAS, PAGES 804

NEEDS COUNTY RECORD OF SECTION
1. SURVEY & RECORD BOOK 2
AND SLAAS, PAGES 804

Note
ALL PUBLIC UTILITY EASEMENTS AROUND THE PERIMETER OF THE SUBDIVISION
ARE ALSO TO BE CONSIDERED EXISTING EASEMENTS.

Spiral Curve Data

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TANGENT
LENGTH
CHORD
LENGTH
MID-CHORD
BEARING
MID-CHORD
PERCENTAGE
OFFSET
PI
TANGENT
LENGTH
CHORD
LENGTH
MID-CHORD
BEARING
MID-CHORD
PERCENTAGE
OFFSET

Line Table

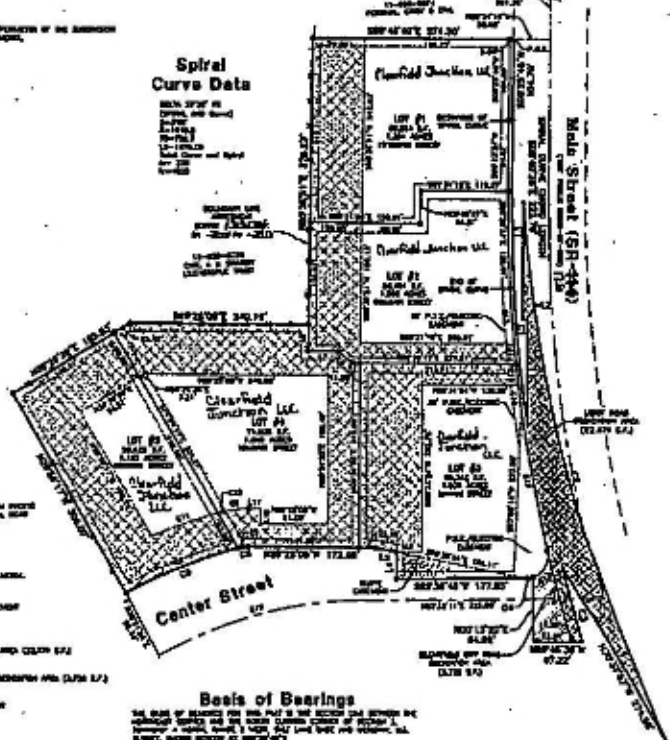
LINE NO.	DESCRIPTION	BEARING	DISTANCE
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Legend

- EASEMENT
- RIGHT OF WAY
- SURVEY LINE
- BOUNDARY LINE
- RIGHT OF WAY EASEMENT
- EASEMENT TO L&C
- EASEMENT TO L&C AND OTHER USE (CLIN 17.2)
- OPEN ACCESS EASEMENT
- EASEMENT TO L&C
- EASEMENT TO L&C AND OTHER USE (CLIN 17.2)
- EASEMENT TO L&C
- EASEMENT TO L&C AND OTHER USE (CLIN 17.2)
- EASEMENT TO L&C
- EASEMENT TO L&C AND OTHER USE (CLIN 17.2)
- EASEMENT TO L&C
- EASEMENT TO L&C AND OTHER USE (CLIN 17.2)

Basis of Bearings

THE BASIS OF BEARINGS FOR THIS PLAN IS THE SECTION AND QUARTER BEARINGS
DETERMINED BY THE UTAH DEPARTMENT OF HERITAGE AND ARTS, DIVISION OF
LAND, SURVEY AND RECORDS, UTAH, AND THE UTAH DEPARTMENT OF
LAND, SURVEY AND RECORDS, UTAH.



PREFIX

12-930

LASTY

0005

N

SCALE:
1" = 100'

DEVELOPMENT: CLEARFIELD JUNCTION SUBDIVISION
CITY: CLEARFIELD, LOTS 1 THRU 5

FILED IN SEC. 22 AND REC. 17 OF 127
S.L.M. DAVIS COUNTY, UTAH

FILED 8 2018
R-11-28-18



EXHIBIT "B"

DECLARATION OF EASEMENT AND EASEMENT MAINTENANCE AGREEMENT

THIS DECLARATION AND EASEMENT MAINTENANCE AGREEMENT, made this 24 day of Oct 2018 by and between the below signed whose address are below:

WHEREAS, the parties hereto are the title holders and/or land contract purchasers of certain real property located in the City of Clearfield, County of Davis, State of Utah, more particularly described in the CLEARFIELD JUNCTION SUBDIVISION attached hereto as Exhibit A; and

WHEREAS, it is the desire of the parties to establish a private parking lot and maintenance agreement and an easement for public and private utilities for their benefit and for the benefit; and

NOW, THEREFORE, in accordance with the terms and conditions of this Agreement and in consideration of the mutual covenants and benefits contained herein;

IT IS HEREBY COVENANTED, stipulated and agreed by and among the parties hereto as follows:

EASEMENT DECLARATION

12-930 - 0001 Thru 0005 E street

1. The parties hereto hereby grant, transfer, establish and declare a non-exclusive, perpetual easement for ingress and egress, improved or unimproved, and for the installation of private utilities, over and across and for the benefit of the parcels described in the attached CLEARFIELD JUNCTION SUBDIVISION, Exhibit A hereto. The easement is also to the public for purposes of emergency and other public vehicles and for whatever public utility services are necessary, but this language shall not be construed as a dedication to the public. This easement shall include a grant of easement to CLEARFIELD CITY, or its assigns for purposes of constructing, installing, maintaining, repairing, expanding, or connection to mains, laterals, appurtenances or related systems for the providing of municipal sanitary sewer services or municipal water supply.

2. The Grantors herein specifically reserve unto themselves, their respective heirs, executors, administrators, personal representatives, successors and assigns, the easement and the easement rights set forth herein in the described easement, for the benefit of the properties more particularly described in the attached CLEARFIELD JUNCTION SUBDIVISION, Exhibit A, and for any further divisions thereof including the right to use said easement and to subsequently convey said easement and easement rights with said properties and any divisions thereof.

3. The easement described in the attached CLEARFIELD JUNCTION SUBDIVISION shall run with the land and title and shall be appurtenant thereto.

4. The property described in the attached SHARED PARKING PLAN, Exhibit B, shows the areas assigned to each lot as well as the shared parking areas.

EASEMENT MAINTENANCE

5. The owner or owners of each parcel, from and after the commencement of any construction of any building or other improvement on such parcel, shall share equally with and in the cost of maintaining and/or improving the private easement.

E 3131114 B 7150 P 23-29
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/30/2018 08:09 AM
FEE \$22.00 Pgs: 7
DEPT REC'D FOR CLEARFIELD JUNCTI
ON

Such share of the cost shall be based upon the total number of parcels of improved property, each such parcel being one unit or share, and subject to the terms, conditions and definitions set forth herein.

6. Prior to any costs being incurred for normal maintenance of said easement, a simple majority of the improved parcels shall agree to such normal maintenance being performed and the cost of such maintenance. "Normal maintenance" shall include, but not be limited to snow removal, grading, re-graveling, and repair as necessary, the cost of which shall not exceed ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS per occurrence. "Simple majority" shall be determined by the total number of parcels of improved property, each such parcel having One (1) vote. Multiple improved parcels with single ownership shall have one (1) vote for each parcel, provided, however, that each such vote shall constitute a separate share or unit for purposes of the cost of maintenance. "Improved parcel" or "improved property" shall include any parcel on which construction of any building, house or other improvement has commenced.

7. Prior to any costs being incurred for major capital improvements for said easement, all of the parcels, improved or unimproved, shall agree to such capital improvement and the cost thereof "Major capital improvement" shall include, but not be limited to, grading, regrading, graveling, re-graveling paving repaving and repair the cost of which is in excess of ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS per occurrence. Each parcel shall be liable for one (1) equal share of the total cost of such improvement, such share being based on the total number of parcels having rights in said easement, each such parcel being one unit or share. "Major capital improvement" does not include the cost of the initial installation of any road or utilities.

8. Any costs incurred for normal maintenance or major capital improvements of said easement as described herein shall be a burden upon the land with a lien therefore against any parcel for which such costs have to be paid by the owner or owners of any such parcel. Any such lien shall attach upon the filing and recording of an affidavit by the owners of any two or more of the remaining parcels which are subject to and liable for such cost. Such affidavit shall set forth the description of the parcel or property against which the lien is claimed, whether the expenditure is for normal maintenance or for major capital improvement, the total amount of the expenditure, the portion attributable to such parcel or property, and the date or dates of such expenditures. A copy of such affidavit shall be sent to the owner or owners of such parcel against which the lien is claimed by regular mail, with postage prepaid, at the last known address of such owner or owners.

9. The owner or owners of each parcel shall be separately responsible to repair, and for the costs thereof, of any damage caused to the easement as a result of extraordinary use. "Extraordinary use" shall include, but not be limited to, movement of construction equipment, moving vans, commercial trucks, or other heavy loads, movement of recreational vehicles or increased usage not ordinarily consistent with normal traffic. The owner or owners of such parcel or parcels, whether improved or unimproved shall not be responsible for such repair or costs until such time as said easement is used by them or construction is commenced on such parcel. In the event that any owner or owners or their agents, employees or invitees cause the type of damage described herein shall fail to make the necessary repairs, the remaining parcel owners may do so after 10 days' notice to such owner or owners, and any costs so expended shall be a burden upon the land of such owner or owners with a lien enforceable as set forth herein.

10. The owners of any and all of the property using the road shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other owners. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesman, delivery persons, and others bound to or returning from any of the properties and having a need to use the road.

11. The owner or owners of each parcel shall exclusively be entitled to and obligated equally to maintain, repair and improve the private easement area described in the easement description for ingress, egress and private and public utilities.

12. Any of the owners may call a meeting at the property site once per year to vote and agree on the required minor or major maintenance needed for the year. An escrow bank account shall be set up to pay for said maintenance or repairs. The costs of maintenance and repairs shall be billed to each owner and paid within 30 days of such bill submitted. Major repairs and maintenance shall be paid in advance of the work done. Minor maintenance and repairs shall be billed after the work is done. In the event a bill is not paid within 30 days, a lien will be placed on the property of the owner not paying. In the event of a dispute, all disputes shall be handled by binding arbitration by the American Arbitration Board and said ruling shall be entered as a judgement in the Davis County Court unless mutually agreed to otherwise.

13. The parties further acknowledge that the aforesaid covenants are deed restrictions that are to be applicable to the aforesaid described parcels and are being granted in part, to avoid future problems on said parcels that will arise if additional structures were to be constructed on portions thereof.

14. It is further agreed by the parties hereto and all future owners of any parcel of land that uses private parking lot shall pay as shown above.

This agreement and covenant runs with the land and is binding on all future owners, heirs, assigns, and successors in title.

This DECLARATION OF EASEMENT AND EASEMENT MAINTENANCE AGREEMENT shall take effect when executed by the parties.

CLEARFIELD JUNCTION LLC: _____



CLEARFIELD DEVELOPMENT RENEWAL AGENCY: _____



IN WITNESS WHEREOF, the parties have executed this agreement and covenant, on this day of 10/24, 2018

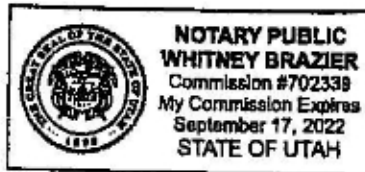
SIGNED IN THE PRESENCE OF:
Whitney Brazier

STATE OF UTAH) COUNTY OF DAVIS

On this 24 day of Oct., 2018 before me a Notary Public in and for said county, personally appeared HUYEN NGUYEN, who to me is known to be the same person(s) described herein, and who executed the within instrument and acknowledged same to be his/her free act and deed.

Whitney Brazier Notary Public # 702339
County, DAVIS Acting in Ut, County My Commission Expires: DAVIS

INSTRUMENT DRAFTED BY



Whitney Brazier

IN WITNESS WHEREOF, the parties have executed this agreement and covenant, on this day of 10/24, 2018

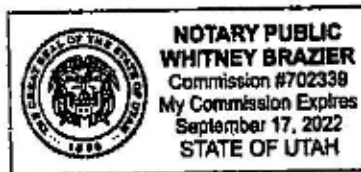
SIGNED IN THE PRESENCE OF:

STATE OF UTAH, COUNTY OF DAVIS

On this 24 day of OCT., 2018 before me a Notary Public in and for said county, personally appeared KENT BUSH, who to me is known to be the same person(s) described herein, and who executed the within instrument and acknowledged same to be his/her free act and deed.

Whitney Brazier Notary Public #702339
County, DAVIS Acting in UTAH, County My Commission Expires: DAVIS

INSTRUMENT DRAFTED BY

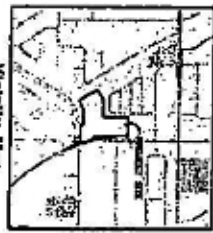


Whitney Brazier

Exhibit A

Clearfield Junction Subdivision

PART OF THE NE 1/4 OF SECTION 2, AND THE NW 1/4 OF SECTION 1, T.4N., R.2W., S.L.B.M., U.S. SURVEY
 CITY OF CLEARFIELD, DAVID COUNTY, WEST VIRGINIA
 AUGUST, 2018



Vicinity Map

Boundary Description

The boundary of the Clearfield Junction Subdivision is as follows: ...

Map of

Curve Data

Station	Radius	Chord	Angle
1+00.00	100.00	100.00	90.00
2+00.00	100.00	100.00	90.00

Marrative
 This plat shows the subdivision of the Clearfield Junction Subdivision, as shown on the attached map. The subdivision is shown as follows: ...

Line Table

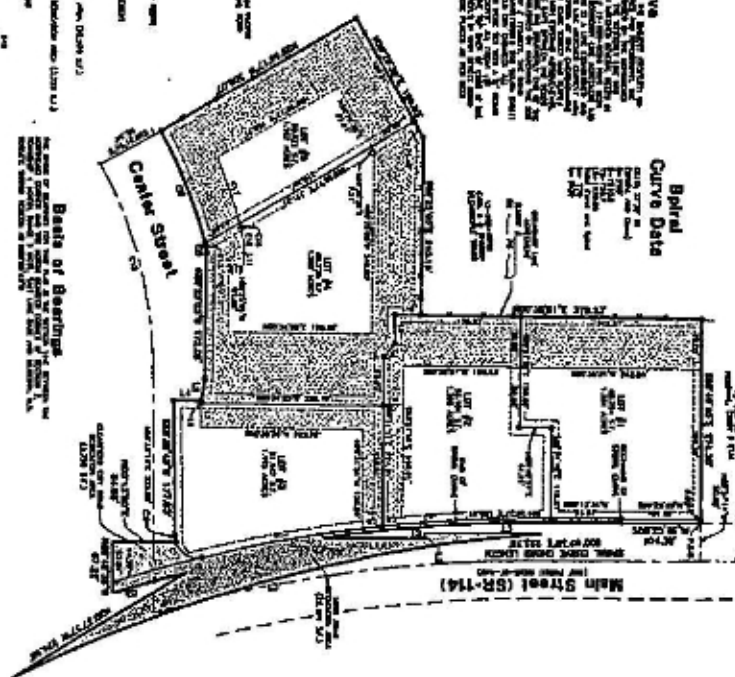
Station	Distance	Direction
1+00.00	100.00	N 90° 00' 00" E
2+00.00	100.00	N 90° 00' 00" E

Legend

- 1.000' Contour
- 2.000' Contour
- 3.000' Contour
- 4.000' Contour
- 5.000' Contour
- 6.000' Contour
- 7.000' Contour
- 8.000' Contour
- 9.000' Contour
- 10.000' Contour
- 11.000' Contour
- 12.000' Contour
- 13.000' Contour
- 14.000' Contour
- 15.000' Contour
- 16.000' Contour
- 17.000' Contour
- 18.000' Contour
- 19.000' Contour
- 20.000' Contour

Table of Bearings

Station	Bearing	Distance
1+00.00	N 90° 00' 00" E	100.00
2+00.00	N 90° 00' 00" E	100.00



CLEARFIELD CITY PLANNING COMMISSION
 APPROVED BY _____ DATE _____

CLEARFIELD CITY COUNCIL
 APPROVED BY _____ DATE _____

CLEARFIELD CITY ATTORNEY
 APPROVED BY _____ DATE _____

CLEARFIELD CITY ENGINEER
 APPROVED BY _____ DATE _____



REVERE & ASSOCIATES, INC.
 ENGINEER
 DATE _____

DEPARTMENT OF REVENUE
 RECEIVED
 TAX RECEIPT NUMBER _____

ACKNOWLEDGMENT
 I, _____ of the County of _____ State of _____ do hereby certify that the above described land is my own separate and several property and that I have no interest therein other than that herein stated. I have no interest in the land described herein other than that herein stated. I have no interest in the land described herein other than that herein stated. I have no interest in the land described herein other than that herein stated.

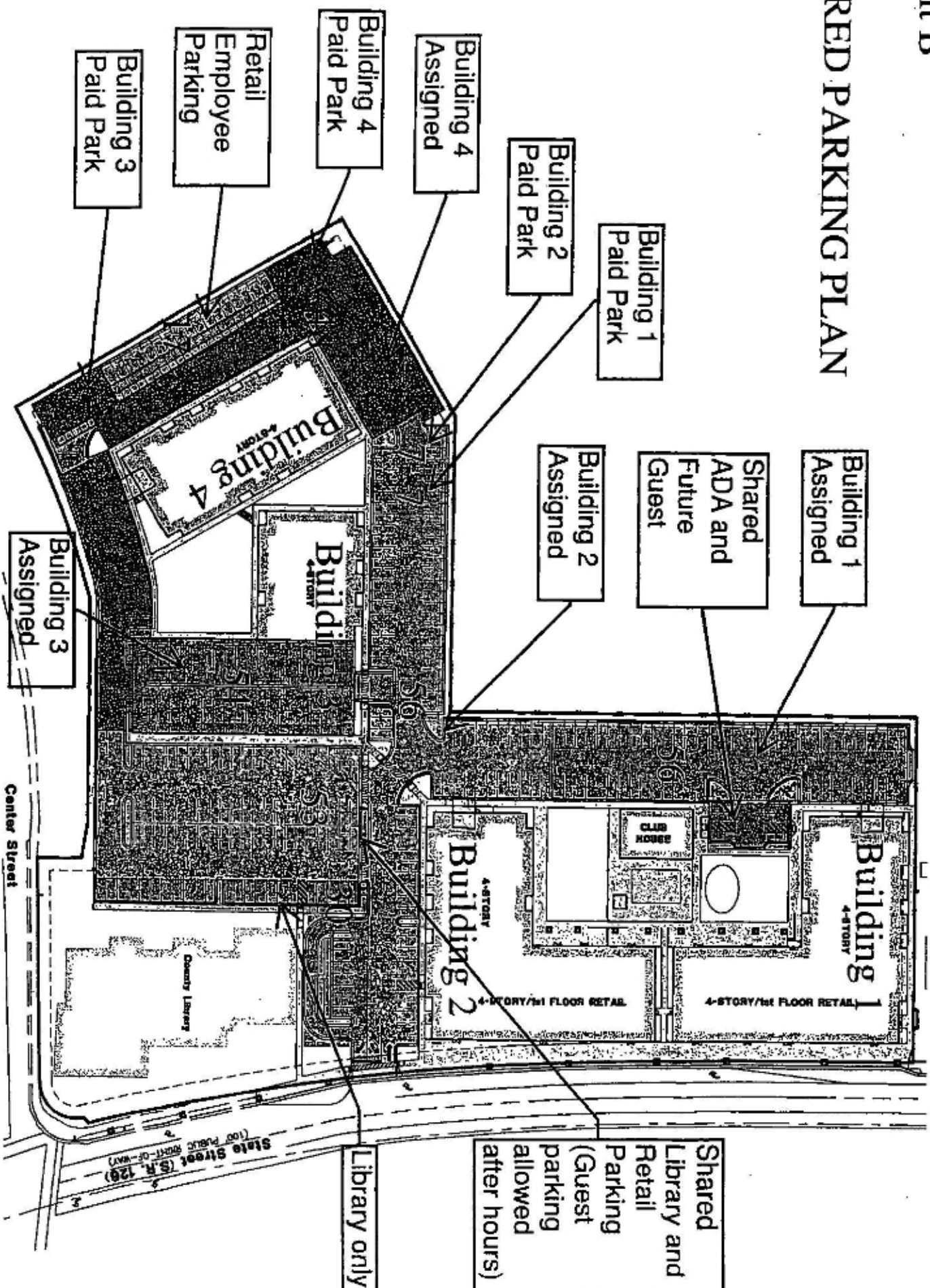
DEED
 WHEREAS _____ of the County of _____ State of _____ do hereby certify that the above described land is my own separate and several property and that I have no interest therein other than that herein stated. I have no interest in the land described herein other than that herein stated. I have no interest in the land described herein other than that herein stated. I have no interest in the land described herein other than that herein stated.

RECORDS
 DATE _____

SHARED PARKING PLAN

3202949
BK 7387 PG 2503

~~9131114~~
~~BK 7130 PG 29~~



Building 1
Paid Park

Building 2
Paid Park

Building 1
Assigned

Shared
ADA and
Future
Guest

Building 2
Assigned

Building 4
Assigned

Building 4
Paid Park

Retail
Employee
Parking

Building 3
Paid Park

Building 3
Assigned

Shared
Library and
Retail
Parking
(Guest
parking
allowed
after hours)

Library only

State Street (S.R. 129)
(100' Public Right-of-Way)

Center Street

Building 1
4-STORY

Building 2
4-STORY

Building 3
4-STORY

Building 4
4-STORY

County Library