

3241729
BK 7489 PG 2904

E 3241729 B 7489 P 2904-2909
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
4/10/2020 4:37:00 PM
FEE \$40.00 Pgs: 6
DEP eCASH REC'D FOR COTTONWOOD TITLE IN

When Recorded Return to:
Ivory Development, LLC
ATTN: Christopher P. Gamvroulas
978 East Woodoak Lane
Salt Lake City, UT 84117

Tax Parcel ID NOS.:
03-004-0051
03-004-0052
03-226-0005

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

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This Agreement is entered into this 31 day of March, 2020 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 1295 N Main Street in City of Bountiful, County of Davis, State of Utah, and legally described as follows:

THAT PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BOUNTIFUL CITY, DAVIS COUNTY, UTAH AND DESCRIBED AS FOLLOWS:

COMMENCING AT A STREET MONUMENT FOUND AT THE INTERSECTION OF 1600 NORTH AND 400 EAST, THENCE S89°36'33"W 1823.18 FEET ALONG THE 1600 NORTH STREET CENTERLINE, THENCE S00°06'48"E 1241.52 FEET ALONG MAIN STREET CENTERLINE, THENCE S89°53'12"W 33.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MAIN STREET AND THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING S34°27'20"E 1538.56 FEET FROM A FOUND WITNESS MONUMENT WHICH LIES S00°18'47"E 200 FEET FROM THE CENTER OF SAID SECTION 18; AND RUNNING THENCE FROM SAID TRUE POINT OF BEGINNING ALONG SAID WESTERLY RIGHT OF WAY LINE S00°06'48"E 413.80 FEET; THENCE S89°53'12"W 101.00 FEET; THENCE N00°06'48"W 77.33 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, A DISTANCE OF 15.71 FEET, A CHORD DIRECTION OF N45°06'48"W AND A CHORD DISTANCE OF 14.14 FEET; N00°06'48"W 32.00 FEET; THENCE S89°53'12"W 34.00 FEET; THENCE N00°06'48"W 163.14 FEET; THENCE N89°53'12"E 34.00 FEET; THENCE N00°06'48"W 32.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, A DISTANCE OF 15.71 FEET, A CHORD DIRECTION OF N44°53'12"E AND A CHORD DISTANCE OF 14.14 FEET; THENCE N00°06'48"W 77.82 FEET TO THE SOUTHERLY BOUNDARY LINE OF BOUNTIFUL SHADOWS NO. 2 SUBDIVISION; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE S89°50'04"E 61.01 FEET; THENCE N00°06'48"W 12.00 FEET; THENCE S89°50'04"E 39.99 FEET TO SAID WESTERLY RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

CONTAINS 1.12 ACRES OR 48,948.06 SQFT IN AREA

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 approximately 16 W 1350 N Bountiful, UT 84010; and

WHEREAS, the purpose of the easement is to allow traffic flow between the properties in one access and onto SR-106 Road/Street so as to relieve congestion and to create less traffic hazards; and

WHEREAS, at this time, the adjacent property located at approximately 16 W 1350 N Bountiful, UT 84010 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 approximately 16 W 1350 N Bountiful, UT 84010 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 Davis County Recorder's office.

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.

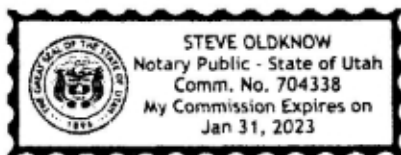
Ivory Development, LLC

By: [Signature]
Kevin Anglesey

3/31/20
Date

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

On this 31 day of March, 2020 before me, a Notary Public in and for the County of Salt Lake, personally appeared Kevin Anglesey on behalf of Ivory Development 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: JAN 31 2023

3241729
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EXHIBIT A

COMMON AREA, KELLEY PARK OFFICE CONDOMINIUMS, CONT 0.23 ACRES. (NOTE: THE INFORMATION SHOWN ON THIS PARCEL NUMBER IS FOR REFERENCE PURPOSES ONLY AND THIS PARCEL IS NOT TO BE CONSTRUED AS A SEPARATELY TAXABLE PARCEL OF LAND.)

EXHIBIT B

