

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

This Agreement is entered into this 16 day of March, 2020 between the Utah Department of Transportation (UDOT) and Deseret First Credit Union (Property Owner).

**RECITALS**

WHEREAS, Property Owner has received access approval to improve its property located at 260 North 500 West in City of Bountiful, County of Davis, State of Utah, and legally described as follows:

Bountiful Deseret First Credit Union

*See Attached "Parcel Description"*  
*Two Parcel No. 03-024-0165*

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 206-228 North 500 West and

WHEREAS, the purpose of the easement is to allow traffic flow between the properties in one access and onto 89 Road/Street so as to relieve congestion and to create less traffic hazards; and

WHEREAS, at this time, the adjacent property located at 206-228 North 500 West 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:

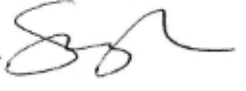
1. In fulfillment of the requirements imposed as a condition of access approval, Property Owner agrees, in the future and upon demand by UDOT, to grant a cross-access easement provided that the adjacent property owner located at 206-228 North 500 West and as shown in attached Exhibit A, likewise grants 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.

Deseret First Credit Union  
[Insert name of property owner]

By: Spencer Park   
[Insert name of signatory]

March 14, 2020  
Date

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

On this 10<sup>th</sup> day of March, 2020, before me, a Notary Public in and for the County of Salt Lake, personally appeared Spencer Park on behalf of Deseret First Credit Union, 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.



Melanie Walker  
Notary Public State of Utah  
My Commission expires: NOV 2, 2021

PARCEL DESCRIPTION

Beginning at point on an existing fence line that is South 00°08'40" East 416.33 feet along the section line (402.60 feet, by record) from the West Quarter Corner of Section 19, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Davis County, Utah, and running thence North 89°33'00" East 256.16 feet to an existing fence line; thence North 00°14'00" West 125.38 feet along said fence and its extension to the south line of the Bountiful Manor Condominiums, said point being on an existing fence line; thence North 89°44'10" West 350.25 feet along said fence line and south line to the east line of 500 West Street; thence South 00°11'26" East 129.74 feet along said east line to the extension of an existing fence line; thence North 89°33'00" East 94.18 feet along said fence line and its extension to the section line and to the point of beginning.

Less and excepting the following three (3) descriptions:

(1) Commencing on the east line of the State Highway 27.4 rods South and 102.20 feet West, more or less, from the Northeast Corner of the Southeast Quarter of Section 24, Township 2 North, Range 1 West, Salt Lake Meridian, and running thence South along the east line of said highway 4 rods to the north line of certain street running east and west; thence East along north line of said street 113.75 feet; thence North 4 rods, more or less, to a point due East of the point of commencement; thence West 113.75 feet to the point of commencement.

(2) Beginning at a point South 24.4 rods and East 0.7 rods from the Northeast Corner of the Southeast 1/4 of Section 24, Township 2 North, Range 1 West Salt Lake Meridian; running thence South 7 rods to the north line of 200 North Street; thence East along said street 50.00 feet; thence North 7 rods; thence West 50.00 feet to the point of beginning.

(3) Beginning at a point 24.4 rods South and 0.7 rods East from Northeast Corner of Southeast 1/4 of Section 24, Township 2 North, Range 1 West Salt Lake Meridian; thence West 9.5 rods; thence South 3 rods; thence East 9.5 rods; thence North 3 rods to beginning.

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EXHIBIT A

Commencing on the east line of the State Highway 27.4 rods South and 102.20 feet West, more or less, from the Northeast Corner of the Southeast Quarter of Section 24, Township 2 North, Range 1 West, Salt Lake Meridian, and running thence South along the east line of said highway 4 rods to the north line of certain street running east and west; thence East along north line of said street 113.75 feet; thence North 4 rods, more or less, to a point due East of the point of commencement; thence West 113.75 feet to the point of commencement.

Also: Beginning at a point South 24.4 rods and East 0.7 rods from the Northeast Corner of the Southeast 1/4 of Section 24, Township 2 North, Range 1 West Salt Lake Meridian; running thence South 7 rods to the north line of 200 North Street; thence East along said street 50.00 feet; thence North 7 rods; thence West 50.00 feet to the point of beginning.

Also: Beginning at a point 24.4 rods South and 0.7 rods East from Northeast Corner of Southeast 1/4 of Section 24, Township 2 North, Range 1 West Salt Lake Meridian; thence West 9.5 rods; thence South 3 rods; thence East 9.5 rods; thence North 3 rods to beginning.

Tax Parcel No. 03-024-0158

