

AGREEMENT FOR
A FUTURE
CROSS-ACCESS EASEMENT

Parcel ID: 129400001

This Agreement is entered into this 17 day of July, 2020 between the Utah Department of Transportation (UDOT) and Rueco LLC (Property Owner).

RECITALS

WHEREAS, Property Owner has received access approval to improve its property located at 340 West Antelope Drive in City of Clearfield, County of Davis, State of Utah, and legally described as follows:

All of Lot 1A, JNH Subdivision Second Amended.

Contains 3.95 acres, more or less.

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 420 West 1700 South; and

WHEREAS, the purpose of the easement is to allow traffic flow between the properties in one access and onto State Route 108 Road/Street so as to relieve congestion and to create less traffic hazards; and

WHEREAS, at this time, the adjacent property located at 420 West 1700 South 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 420 West 1700 South 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

EXHIBIT A – SUBJECT ADJACENT PROPERTY LEGAL DESCRIPTION

A PART OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, (ALL OF LOT 4, HARBERTSON SUBDIVISION, CLEARFIELD CITY, DAVIS COUNTY UTAH), BEGINNING AT A POINT ON THE NORTH LINE OF 1700 SOUTH STREET WHICH IS NORTH 89°58' WEST 2217.52 FEET ALONG THE SECTION LINE AND NORTH 0°02' EAST 33.0 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 11, AND RUNNING THENCE NORTH 89°58' WEST 200.00 FEET ALONG SAID NORTH LINE; THENCE NORTH 02°00' EAST 621.91 FEET; THENCE NORTH 58°01'30" EAST 76.01 FEET; THENCE SOUTH 31°58'30" EAST 72.90 FEET TO A CORNER OF THE UTAH POWER STATION; THENCE SOUTH 58°01'30" WEST 53.00 FEET; THENCE SOUTH 31°58'30" EAST 111.19 FEET; THENCE NORTH 58°01'30" EAST 93.96 FEET; THENCE SOUTH 2°00' WEST 527.74 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING TRACT OF LAND A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEGINNING AT A POINT 2217.52 FEET NORTH 89°58'00" WEST ALONG THE SECTION LINE; 33.00 FEET NORTH 0°02'00" EAST AND 381.91 FEET NORTH 02°00'00" EAST FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE NORTH 89°58'00" WEST 200.00 FEET; THENCE NORTH 02°00'00" EAST 240.00 FEET; THENCE NORTH 58°01'30" EAST 76.01 FEET; THENCE SOUTH 31°58'30" EAST 72.90 FEET TO A CORNER OF THE UTAH POWER STATION; THENCE SOUTH 58°01'30" WEST 53.00 FEET; THENCE SOUTH 31°58'30" EAST 111.19 FEET; THENCE NORTH 58°01'30" EAST 93.97 FEET; THENCE SOUTH 02°00'00" WEST 145.84 FEET TO THE POINT OF BEGINNING.

ALSO

LESS AND EXCEPTING THAT PORTION OF A PARCEL OF LAND IN FEE FOR THE WIDENING OF AN EXISTING HIGHWAY, STATE ROUTE 108, KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTH WEST QUARTER (1/4) SOUTH EAST QUARTER (1/4) OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID EXISTING HIGHWAY AT THE SOUTHEAST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS 1029 FEET RADially DISTANT NORTHERLY FROM THE CENTER LINE OF SAID PROJECT AT ENGINEER STATION 167+37.40; SAID POINT BEING 2217.52 FEET NORTH 89°58'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 11 AND 33.00 FEET NORTH 0°02'00" EAST FROM THE SOUTHEAST CORNER OF SAID SECTION 11, AND RUNNING THENCE NORTH 89°58'00" WEST 200.00 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF SAID ENTIRE TRACT; THENCE NORTH 2°00'00" EAST 40.77 FEET ALONG THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE CENTER LINE OF SAID PROJECT AT ENGINEER STATION 169+34.73; THENCE NORTH 88°32'57" EAST 45.22 FEET ALONG A LINE PARALLEL TO SAID CENTER LINE TO A POINT OF CURVATURE; THENCE EASTERLY 154.96 FEET ALONG THE ARC OF A 10,055.00 FOOT RADIUS CURVE TO THE RIGHT, CONCENTRIC WITH SAID CENTER LINE (CHORD BEARS NORTH 88°59'27" EAST 154.96 FEET) TO THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT AT A POINT OPPOSITE ENGINEER STATION 167+35.40, THENCE SOUTH 2°00'00" WEST 44.76 FEET ALONG SAID EASTERLY BOUNDARY LINE TO THE POINT OF BEGINNING, AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.
SITUATE IN DAVIS COUNTY, STATE OF UTAH.

CONTAINS 1.558 ACRES, MORE OR LESS.

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 Register of Deeds.

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.

Rueco, LLC

By: 

7/17/2020

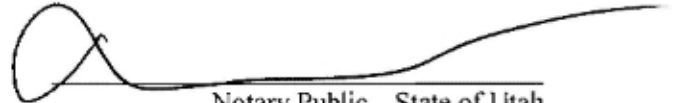
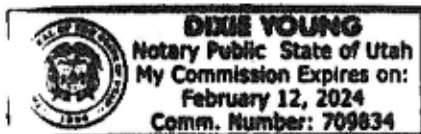
Date

STATE OF UTAH)

)ss.

COUNTY OF Davis)

On this 17th day of July, 2020 before me, a Notary Public in and for the County of Davis, personally appeared Rich Day on behalf of RUECO, 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.



Notary Public State of Utah

My Commission expires: 2-12-24