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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
KESTREL LIEDTKE
1171 EAST EMERSON AVE
SALT LAKE CITY UT 84105
BY: TJA, DEPUTY - WI 5 P.

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

This Agreement is entered into this 7th day of January, 2016 between the Utah Department of Transportation (UDOT) and Kay Eugene Hansen (Property Owner).

RECITALS

WHEREAS, Property Owner has received access approval to improve its property located at 1235 E 3300 S in City of Salt Lake, County of Salt Lake, State of Utah, and legally described as follows:

Parcel# 16-29-427-048

BEG S 89°47'10" W 372.74 FT M OR L & N 8.23 FT FR SE COR LOT1, BLK 27, 10 AC PL A BF SUR; S 89°47'10" W 112.69 FT M OR L; N 0°13'34" E 179.64 FT M OR L; N 32° W 16.09 FT; N 89°47'10" E 58.23 FT TO NE'LY LINE OF JORDAN AND SALT LAKE CANAL; S 32° E 227.43 FT M OR L; S 89°47'10" W 58.23 FT M OR L TO BEG. 0.49 AC M OR L. 5217-1455 9018-0412 9553-8270

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 1249 E 3300 S; and

WHEREAS, the purpose of the easement is to allow traffic flow between the properties in one access and onto St 171 Road/Street so as to relieve congestion and to create less traffic hazards; and

WHEREAS, at this time, the adjacent property located at 1249 E 3300 S 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 1249 E 3300 S 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 inure 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 Salt Lake 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.

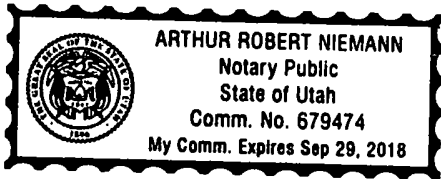
KAY Eugene Hansen
[Insert name of property owner]

By: Kay Gene Hansen
[Insert name of signatory]

1/7/16
Date

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

On this 7 day of Jan, 2016, before me, a Notary Public in and for the County of Salt Lake, personally appeared Kay Hansen on behalf of Kay Hansen, 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: Sept 29, 2018

Exhibit A

Adjacent property

1249 East 3300 S

legal description:

BEG 16 RDS W & 92.1 RDS S & 286.16 FT W & 40 FT N FR
E 1/4 COR OF SEC 29, T 1S, R 1E, S L M; W 85.35 FT; N
32° W 220.135 FT; N 89°42' E 201.93 FT; S 189.27 FT M OR
L TO BEG.0.62 AC 5713-747, 5864-1275, 6054-1169, 6133-
1088 6133-1089 7173-2818 7387-0722 10290-5989

Parcel Number:

16-29-427-024-0000

Google Maps

1235 E 3300 South future shared access for 1249 East 3300 South

EXHIBIT B.

