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RICHARD T. NAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/28/2016 12:34 PM
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DEP RTT REC'D FOR UTAH DEPARTMENT
OF TRANSPORTAT

Reciprocal Access Easement Agreement

Davis County	Tax ID No.	14-071-0032 ✓
		14-323-0002 ✓
		14-071-0078 ✓
		14-071-0077 ✓

This Reciprocal Access Easement Agreement is made this _____ day of _____, 2016, by and between Marc Edward Kurtzeborn and Treesa T. Kurtzeborn, as joint tenants ("Kurtzeborns") and RDJ Properties LLC ("RDJ") and Wing West Development LLC ("Wing West") and B & B Party & Rental Inc. ("B & B").

RECITALS:

- A. Kurtzeborns are the owners of a certain parcel of real property located at 729 North Main Street, City of Clearfield, County of Davis, State of Utah, more particularly described as follows:
Beginning on the west line of State Highway, 330 feet South and 50 feet, more or less, West from the Northeast corner of the Southeast quarter of Section 35, Township 5 North, Range 2 West, Salt Lake Meridian and running thence West 270 feet; thence South 150 feet; thence East 270 feet, more or less, to west line of highway; thence North along west line 150 feet to the point of beginning.
- B. RDJ is the owner of a certain parcel of real property located at 735 North Main Street, City of Clearfield, County of Davis, State of Utah, more particularly described as follows:
Lot 2, Universal Rent-All Subdivision, Clearfield City, Davis County, Utah, according to the official plat thereof.

Continued on Page 2

PAGE 2

- C. Wing West is the owner of a certain parcel of real property located at 743 North Main Street, City of Clearfield, County of Davis, State of Utah, more particularly described as follows:

Beginning on the West line of a Highway 50.00 feet West and South 0°01'21" West 141.90 feet from the Northeast corner of the Southeast Quarter of Section 35, Township 5 North, Range 2 West, Salt Lake Meridian, and running thence South 0°01'21" West 125.40 feet; thence North 89°56'38" West 175.00 feet; thence North 0°01'21" East 31.129 feet, thence West 3.976 feet; thence North 0°01'00" East 94.275 feet thence South 89°56'38" East 178.986 feet to the point of beginning.

- D. B & B is the owner of a certain parcel of real property located at 795 North Main Street, City of Clearfield, County of Davis, State of Utah, more particularly described as follows:

Beginning on the West line of a Highway 50.00 feet West and South 0°01'21" West 65.699 feet from the Northeast Corner of the Southeast Quarter of Section 35 Township 5 North Range 2 West Salt Lake Meridian; and running thence South 0°01'21" West 76.221 feet; thence North 89°56'38" West 178.986 feet; thence North 0°01'00" East 103.929 feet; thence South 89°56'18" East 151.476 feet; thence South 44°45'00" East 39.08 feet to the point of beginning

- E. Kurtzeborns and RDJ and Wing West and B&B are willing to grant and convey to each other reciprocal access over and across their respective parcels of property for the purposes set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Grant of Easement for Access to Main Street. The aforementioned parties hereby grants, conveys, transfers and assigns to said parties, their successors and assigns, a reciprocal access easement and right-of-way for the purpose of consolidating the existing access points to Main Street into one singular access point and providing, their successors and assigns, agents, tenants and their employees, invitees, patrons and customers, pedestrian and vehicular ingress and egress to Main Street. See attached exhibit 'B'.
2. Execution of Documents. The parties hereby covenant and agree that they shall execute such documents as may be necessary to effectuate the purposes and intent of this Agreement.

Continued on Page 3

PAGE 3

3. Running of Benefits and Burdens. The various easements and rights-of-way granted hereby shall run with the land and shall be binding on and inure to the benefit of the party to whom the respective grants are made, their successors and assigns. The parties agree that their respective use of the easements and rights-of-way granted under the terms of this Agreement shall be with due regard to the rights of the other party and that their respective use will not in any way unreasonably interfere with the business of the other party, with ordinary and customary pedestrian or vehicular passage or vehicular parking on the other party's property subject to the easements, or prevent the proper and reasonable use of said property.
4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and legal representatives.

Continued on Page 4

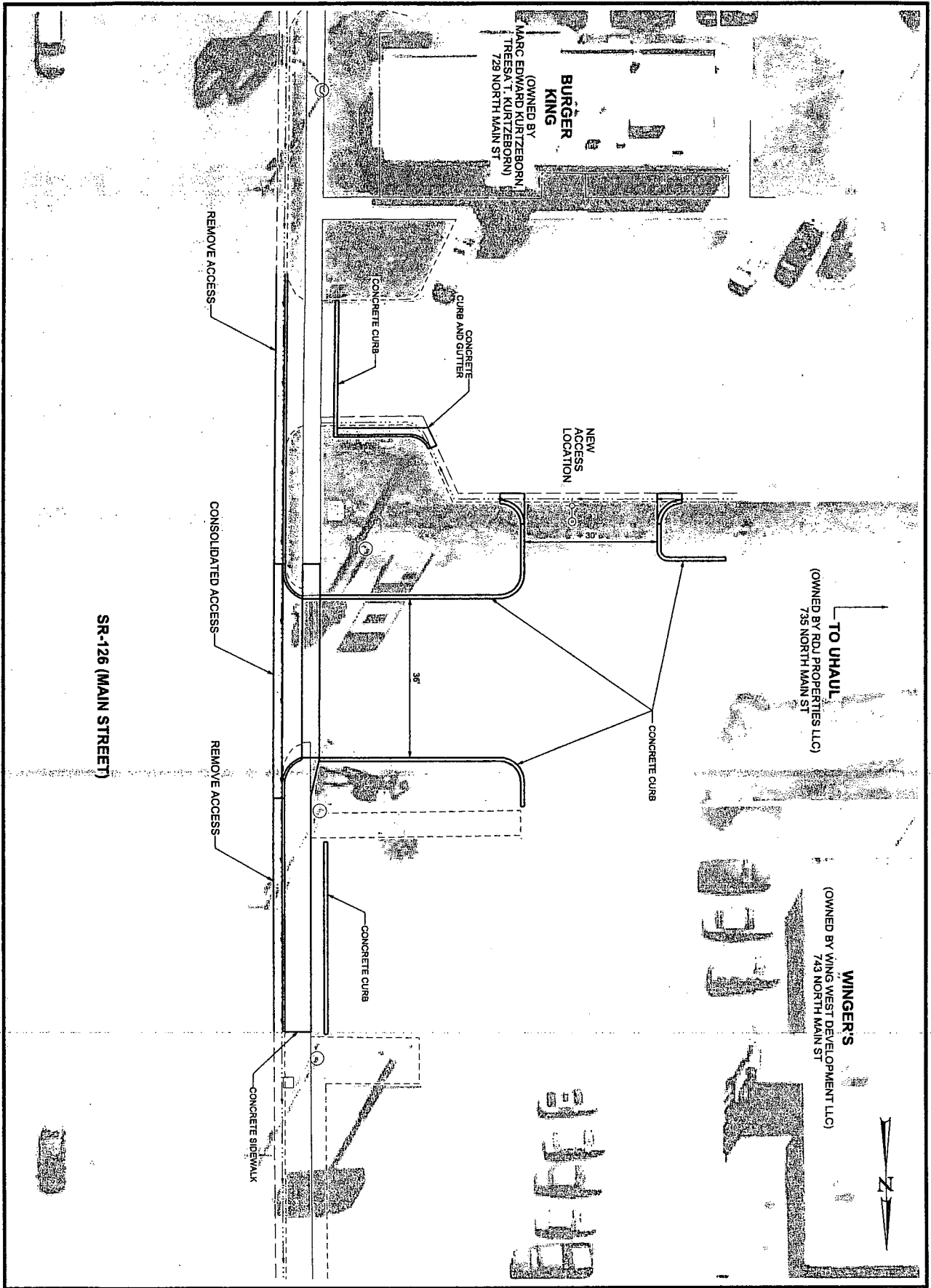


EXHIBIT B