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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/28/2016 12:34 PM
FEE \$0.00 Pms: 8
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. <u>Kurtzeborns</u> 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.

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- C. <u>Wing West</u> 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. <u>B & B</u> 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. <u>Kurtzeborns</u> and <u>RDJ</u> and <u>Wing West</u> and <u>B&B</u> 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:

- 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. <u>Execution of Documents</u>. 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.

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- 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. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and legal representatives.

| day of <u>June</u> , A.D. 20 <u>16</u> . | | | | | | |
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| / | | | | | | |
| Mar Edward It | | | | | | |
| Marc Edward Kurtzeborn | | | | | | |
| Juesa J. Kaykeborn | | | | | | |
| Treesa T. Kurtzeborn $^{\mathcal{O}}$ | | | | | | |
| tten personally appeared before me, | | | | | | |
| Marc Edward Kurtzeborn and Treesa T. Kurtzeborn, the signer(s) | | | | | | |
| owledged to me thathe executed the same. | | | | | | |
| EKATERINA WAINSHTOK NOTARY PUBLIC - ARIZONA Maricopa County My Commission Expires January 19, 2017 | | | | | | |
| | | | | | | |

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| IN WITNESS WHEREOF, said | RDJ Properties LLC |
|---|--|
| has caused this instrument to be execute | ed by its proper officers thereunto duly authorized, |
| this / day of June | _, A.D. 20 <u>16</u> |
| 1 | |
| STATE OF UTAH) | RDJ Properties LLC |
|) ss. | Limited Liability Company |
| COUNTY OF WEBER | By Kandy Jarman |
| • | |
| | Manager |
| On the date first above | written personally appeared before me, |
| RANDY JARMAN | , who, being by me duly sworn, says thathe is the |
| | , a Limited Liability Company, and that the |
| within and foregoing instrument was signed or | n behalf of said company by authority of its Articles of |
| Organization, and said RANDY | acknowledged to me that |
| said company executed the same. | |
| | |
| WITNESS my hand and official stamp the da | te in this certificate first above written: |
| 1 | |
| Undia Schiffman Notary Public | |
| Notary Public | LINDA SCHIFFMAN |
| | Notary Public State of Utah |
| • | Comm. No. 687254 |
| | My Comm. Expires Mar 15, 2020 |

| Wing West Development LLC | | | | | |
|---------------------------|---|--|--|--|--|
| | | | ers thereunto | duly authoriz | æd, |
| , | A.D. 20 | 10. | | | |
| _) | | | | | |
|) ss. ` | | Limite | Liability Com | pany | |
|) | Bv | | | | |
| | -1- | // | Manager | | |
| above | written | personally | appeared | before r | me, |
| | | | | | |
| velopment LLC | ; | , a Limited | Liability Comp | pany, and that | the |
| | | | | - | |
| | | | | | |
| | | | | _ | |
| | | | | | |
| stamp the date | in this ce | ertificate first a | bove written: | | |
| • | • | | | | |
| u | | | 7725 ME1100 | A Patherine A de marie | |
| | | | Notal Notal | n pinenan en Pablic - State of | PEAL. |
| | above above evelopment LLC was signed on | above written above who, beivelopment LLC was signed on behalf o | above written personally who, being by me duly evelopment LLC , a Limited was signed on behalf of said compared to the company of the company | who, being by me duly sworn, says to evelopment LLC, a Limited Liability Compass signed on behalf of said company by authority acknowled stamp the date in this certificate first above written: | was signed on behalf of said company by authority authority acknowledged to me to the company appeared before a company by authority of its Articles acknowledged to me to the company authority acknowledged to me to the company authority acknowledged to me to the company authority acknowledged to me to the company acknowledged to me to the company acknowledged to me to the company acknowledged to the |

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| IN WITNESS WHEREOF, said | B & B Party & Rental, Inc. |
|---|--|
| has caused this instrument to be executed by its prop | per officers thereunto duly authorized, this <u>6</u> day of |
| June, A.D. 20 16. | |
| | |
| STATE OF (Hale) | B & B Party & Rental, Inc. |
|) ss. | A Mh Sh |
| COUNTY OF Davis | By Married [/ Khalley |
| | |
| On the date first above wri | itten personally appeared before me, |
| Patricia & Bradley | _, who, being by me duly sworn, says that <a>_ he is the |
| CO-UWKEN of | |
| | |
| | strument was signed in behalf of said corporation by |
| authority of Patricia G Bruelland sa | aid acknowledged |
| to me that said corporation executed the same. | |
| to the that said corporation exceeded the same. | |
| MITHEOD I I I I I I I I I I I I I I I I I I I | this and final final above wellow. |
| WITNESS my hand and official stamp the date in | this certificate first above written. |
| Vistination Co. | |
| Notary Dublic | KRISTINA EARLE |
| Notary Public | Notary Public • State of Utah Commission # 660397 |
| | My Commission Expires |

