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10/13/2008 10:30 AM \$16.00  
Book - 9650 Pg - 5594-5597  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
UTAH DEPT OF TRANSPORTATION  
2010 S 2760 W  
SLC UT 84104  
BY: ZJM, DEPUTY - WI 4 P.

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Region Two Permits  
2010 South 2760 West  
Salt Lake City UT, 84104

Salt Lake County

Tax ID No.  

**AGREEMENT FOR FUTURE SHARED ACCESS FOR**

**Project Address (SR-)**

This is an Agreement between the Utah Department of Transportation, hereinafter referred to as UDOT, and Property Owner and their successors and assigns.

*James Hecht*

1. **PREMISE** *Highland Village*  
Property Owner owns the real property, as described in "Exhibit A", hereinafter referred to as Project Name. The property located adjacent to and directly to the <sup>East</sup> South of Project Name as shown in "Exhibit B" is known hereafter as "Property B". Property Owner has requested access to State Route (SR-) for Project Name. "Property B" does not currently have intentions to construct or to reconstruct access to "Property B", but may desire to do so in the future.

2. **AGREEMENT**. In consideration of the mutual covenants contained herein, and other good and valuable considerations, the parties agree as follows: Property Owner will be granted access to State Route (SR-) for Project Name as shown in the submitted site plans and attached hereto with the provision that when "Property B" is ready to develop or redevelop, Property Owner and their successors and assigns will allow the construction or reconstruction of a common access to the properties.

(a) **Easement**. Property Owner and Project Name, their successors and assigns will provide for a driveway for the common use of the parties, their successors and assigns for driveway and access purposes. When said construction occurs, the parties will provide for the construction and maintenance of the driveway under separate agreement. Property Owner and Project Name hereby grants to "Property B", their successors and assigns, a perpetual nonexclusive easement for ingress and egress over the <sup>Eastern</sup> northerly 25 feet of the Property Owner and Project Name Property, as shown in the plans attached and made a part hereof. The easements granted hereunder are created for the purpose of

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allowing ingress and egress to both properties from State Route (SR-)

(b) Relinquishment. When said common access is constructed, Property Owner and Project Name Property agrees to relinquish all prior rights of access to his/her respective properties.

(c) Obstructions. Property Owner and Project Name will keep the driveway clear of any and all obstructions and shall not allow any structures or sign to be placed so close to the driveway as to inhibit free ingress and egress from either property.

Property Owner and Project Name shall not allow any vehicles to be parked on the driveway so as to obstruct access. The access is to be used for all purposes reasonably necessary for the full use of the properties.

(d) Permit. The access shall be subject to all restrictions specified by the Utah Department of Transportation Highway Encroachment Permit to be issued for the access.

3. DUPLICATE ORIGINALS. This agreement shall be executed in duplicate, each copy of which shall be deemed an original.

DATED this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_

Owner  
*[Signature]*

Owner

Witnessed as to

STATE OF ~~UTAH~~ MARYLAND  
COUNTY OF ~~SALT LAKE~~ BALTIMORE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 2008 by to me or who as produced \_\_\_\_\_ as identification, and who did (did not) take an oath.

Constance A. Reynolds  
Notary Public in and for the  
State last aforesaid.  
My Commission Expires:

CONSTANCE A. REYNOLDS  
Notary Public  
Anne Arundel County  
Maryland  
My Commission Expires Aug 1, 2011

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CO. RECORDER

CO. RECORDER  
-COPY-

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VTDI 16-29-431-006-0000 DIST 17 TOTAL ACRES 0.50  
HECHT, JAMES R & TAX CLASS UPDATE REAL ESTATE 269800  
O'HORA, PATRICIA A; JT LEGAL BUILDINGS 760900  
PRINT P TOTAL VALUE 1030700

517 BENFIELD RD #205  
SEVERNA PARK MD 21146 EDIT 0 FACTOR BYPASS  
LOC: 1321 E 3300 S EDIT 0 BOOK 9426 PAGE 4273 DATE 02/27/2007  
SUB: WEST OF HIGH TYPE UNKN PLAT

10/13/2008 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY  
BEG 169.29 FT E FR SE COR BLK 27 TEN AC PLAT A BIG FIELD SUR  
N 14 RDS E 103.29 FT S 14 RDS W 103.29 FT TO BEG. 5047-822  
5296-1503 5408-2461 7668-1267 7681-1123 8249-8445 9277-4210  
9280-4120

PFKEYS: 1=RXPH 2=VTOP 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV