

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

This Agreement is entered into this 14th day of September, 2016 between the Utah Department of Transportation ("UDOT") and Richard B. Christensen and Janet H. Christensen, Trustees of the Richard B. Christensen ("Gus") and Janet H. Christensen Living Trust, dated June 10, 1999 ("Property Owner").

**RECITALS**

WHEREAS, Property Owner has received access approval to improve its property located at 4098 South Redwood Road, City of West Valley, County of Salt Lake, State of Utah, and legally described as follows:

See Exhibit A attached hereto and incorporated herein

WHEREAS, as a condition of this access approval, Property Owner is required by UDOT 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 1770 W 4100 South and described on Exhibit B (the "Adjacent Property"); and

WHEREAS, the purpose of the cross-access easement is to create an access roadway allowing traffic flow between the properties and onto Redwood Road at a single point so as to relieve congestion and to create less traffic hazards; and

WHEREAS, the owner of the Adjacent Property (the "Adjacent Owner") is not currently seeking access approval and is currently unwilling to grant a mutual cross-access easement. It is anticipated that when the Adjacent Property is improved and needing access approval, UDOT will be able to require that a cross-access easement and the desired single access be created.

WHEREAS, attached as Exhibit C is a site plan showing the approximate location of the future access roadway and apron onto Redwood Road.

**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 reasonable cross-access easement in the approximate location shown on Exhibit B, provided that the Adjacent Owner likewise grants a similar cross-access easement over its Adjacent Property. The rights and obligations of the Property Owner and the Adjacent Owner with respect to the future cross-access agreement shall be mutually agreeable to both parties and shall be memorialized by a document recorded with the Salt Lake County Recorder (the "Future Agreement").
2. At such time as the Adjacent Owner desires access and upon receipt of a written request from UDOT and a draft of the Future Agreement from the Adjacent Owner, Property Owner agrees to review and, once it is in a form satisfactory to Property Owner, to execute the Future Agreement

to grant the cross-access easement subject to the terms set forth herein.

3. The easements to be created shall burden and benefit the respective parcels of the Adjacent Owner and the Property Owner. The easements shall 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 by the Future Agreement shall continue until expressly terminated by written agreement between the parties, their successors, or their assigns. Any agreement to terminate or modify the Future Agreement shall be approved in writing by UDOT.
5. Property Owner agrees to make, or cause to be made, the necessary improvements to its property to allow the access roadway and apron onto Redwood Road as shown on Exhibit C within a reasonable time after the recording of this Agreement. One-half of all costs and expenses incurred by Property Owner under this Paragraph 5 in constructing the access roadway and apron onto Redwood Road shall be reimbursed by the Adjacent Owner; the manner and timing of such reimbursement shall be specified in the Future Agreement. In addition, the Adjacent Owner shall pay all of the costs and expenses to connect to the access roadway to the Adjacent Property consistent with the site plan attached as Exhibit C.
6. In the Future Agreement, Property Owner shall be responsible to maintain in good condition and repair at all times the access roadway and apron onto Redwood Road lying within the cross-access easement area. In the Future Agreement, all such maintenance costs, together with all real estate taxes and assessments associated with the access roadway and apron (whether separately assessed or not), and all costs of insurance attributable to the access roadway and apron, shall be split equally between the Property Owner and the Adjacent Owner.

Notwithstanding anything to the contrary herein contained, however, in the event of damage to the access roadway or apron caused by the negligence or willful misconduct of a party, its customers, tenants, invitees and/or employees, such party will be entirely and solely responsible for such repair costs. Adjacent Owner shall be responsible for maintenance of the connection to the access roadway and apron located on the Adjacent Property. Such Future Agreement shall also contain normal provisions allowing a party to cure a default by the other party in performing its maintenance obligations and to recover its reasonable costs of so doing from the defaulting party.

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 Recorder.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

**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.

**PROPERTY OWNER**

The Richard B. ("Gus") Christensen and  
Janet H. Christensen Living Trust dated  
June 10, 1999

*Richard B. Christensen trustee*

Richard B. Christensen as Trustee of the  
Richard B. ("Gus") Christensen and Janet H.  
Christensen Living Trust dated June 10,  
1999

*Janet H. Christensen trustee*

Janet H. Christensen as Trustee of the  
Richard B. ("Gus") Christensen and Janet H.  
Christensen Living Trust dated June 10,  
1999

*14 SEPT 2016*

Date: \_\_\_\_\_

washington  
STATE OF ~~UTAH~~ )  
 )ss.  
COUNTY OF Snohomish )

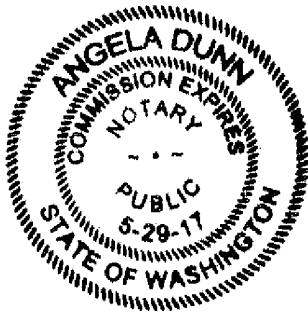
On this 14<sup>th</sup> day of September, 2016, before me, a Notary Public in and for the County of Snohomish, personally appeared Richard B. Christensen as Trustee of the Richard B. ("Gus") Christensen and Janet H. Christensen Living Trust dated June 10, 1999, to me known to be the same person who signed and is described in the above instrument and acknowledged the same to be his free act and deed.



Angela Dunn  
Notary Public  
State of ~~Utah~~ Washington  
My Commission expires: 5/29/17

washington  
STATE OF ~~UTAH~~ )  
 )ss.  
COUNTY OF Snohomish )

On this 14<sup>th</sup> day of September, 2016, before me, a Notary Public in and for the County of Snohomish personally appeared Janet H. Christensen as Trustee of the Richard B. ("Gus") Christensen and Janet H. Christensen Living Trust dated June 10, 1999, to me known to be the same person who signed and is described in the above instrument and acknowledged the same to be her free act and deed.



Angela Dunn  
Notary Public  
State of ~~Utah~~ Washington  
My Commission expires: 5/29/17

**EXHIBIT A**  
Christensen Property Description

Parcel 1:

BEGINNING at a point North 0°01'15" West 178.8 feet from the Southeast Corner of the Southwest Quarter of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°53'39" West 158.00 feet; thence South 0°01'15" East 178.8 feet; thence North 89°53'39" West 209.00 feet; thence North 0°01'15" West 260.00 feet; thence South 89°53'39" East 367.00 feet; thence South 0°01'15" East 81.20 feet to the point of BEGINNING.

EXCEPTING THEREFROM the South 33.00 feet thereof lying within 4100 South Street.

ALSO EXCEPTING THEREFROM that portion of said land lying within the land described in QUIT-CLAIM DEED to Salt Lake County, a body corporate and politic of the State of Utah, recorded July 14, 1975 as Entry No. 2724991 in Book 3913 at Page 333, Official Records, described as follows:

Commencing at a point North 0°01'15" West 53.00 feet and North 89°53'39" West 33.00 feet from the South Quarter Corner of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°53'39" West 158.00 feet; thence South 0°01'15" East 20.00 feet; thence South 89°53'39" East 158.00 feet; thence North 0°01'15" West 20.00 feet to the point of beginning, and  
Commencing at a point North 0°01'15" West 33.00 feet and North 89°53'39" West 158.00 feet from the South Quarter Corner of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°53'39" West 209.00 feet; thence North 0°01'15" West 20.00 feet; thence South 89°53'39" East 209.00 feet; thence South 0°01'15" East 20.00 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion of said land lying within the land described in WARRANTY DEED to the Utah Department of Transportation, recorded June 27, 1983 as Entry No. 3810113 in Book 5469 at Page 2547, Official Records and the QUIT CLAIM DEED recorded November 18, 1983 as Entry No. 3871128 in Book 5508 at Page 1055, Official Records described as follows:  
A parcel of land in fee for a highway known as Project No. 1011, being part of an entire tract of property, situate in the SE1/4 of the SW 1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:  
Beginning at a point 178.8 feet North 0°01'15" West from the South Quarter Corner of said Section 34; thence North 0°01'15" West 81.20 feet; thence North 89°53'39" West 53.00 feet; thence South 0°01'15" East 81.20 feet; thence South 89°53'39" East 53.00 feet to the point of beginning

The following is shown for information purposes only: Tax ID No. 15-34-377-010.

Parcel 2:

BEGINNING at the South Quarter Corner of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 0°01'15" West 178.80 feet; thence North 89°53'39" West 158.00 feet; thence South 0°01'15" East 178.80 feet; thence South 89°53'39" East 158.00 feet to the point of BEGINNING.

EXCEPTING THEREFROM the South 33.00 feet thereof lying within 4100 South Street.

ALSO EXCEPTING THEREFROM that portion of said land lying within the land described in QUIT-CLAIM DEED to Salt Lake County, a body corporate and politic of the State of Utah, recorded July 14, 1975 as Entry No. 2724991 in Book 3913 at Page 333, Official Records, described as follows:  
Commencing at a point North 0°01'15" West 53.00 feet and North 89°53'39" West 33.00 feet from the South Quarter Corner of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°53'39" West 158.00 feet; thence South 0°01'15" East 20.00 feet; thence South 89°53'39" East 158.00 feet; thence North 0°01'15" West 20.00 feet to the point of beginning, and  
Commencing at a point North 0°01'15" West 33.00 feet and North 89°53'39" West 158.00 feet from the South Quarter Corner of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°53'39" West 209.00 feet; thence North 0°01'15" West 20.00 feet; thence South 89°53'39" East 209.00 feet; thence South 0°01'15" East 20.00 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion of said land lying within the land described in WARRANTY DEED to the Utah Department of Transportation, recorded December 31, 1982 as Entry No. 3744992 in Book 5428 at Page 3237, Official Records described as follows:  
A parcel of land in fee for a highway known as Project No. 1011, being part of an entire tract of property, situate in the SE1/4 of the SW 1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:  
Beginning at the South Quarter Corner of said Section 34; thence North 0°01'15" West 178.80 feet along the East boundary of said entire tract; thence South 89°53'39" West 53.00 feet along the North boundary line of said entire tract; thence South 0°01'15" East 178.80 feet; thence South 89°53'39" East 53.00 feet to the point of Beginning.

ALSO EXCEPTING THEREFROM that portion of said land lying within the land described in WARRANTY DEED to the Utah Department of Transportation, recorded June 9, 2011 as Entry No. 11196023 in Book 9929 at Page 9058, Official Records described as follows:  
A parcel of land in fee for the improvement of the existing intersection State Route 68 also known as Redwood Road and 4100 South Project No. S-R299(65) being part of an entire tract of property defined in that certain SPECIAL WARRANTY DEED recorded March 11, 2004 as Entry 9001489 in Book 8956 at Page 7158, Official Records, situate in the SE1/4 of the SW 1/4 of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:  
Beginning at a point in the Westerly right-of-way line of the existing highway State Route 68, which point is 75.03 feet North 44°43'16" West from the South Quarter Corner of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point is also approximately 56.16 feet perpendicularly distant Westerly from the control line of said project opposite engineer station 70+54.98; and running thence along the Northerly right-of-way line of a road known as 4100 South North 89°39'16" West (North 89°53'39" West Record) 26.00 feet; thence North 00°00'01" West 10.00 feet; thence North 89°59'59" East 19.00 feet; thence North 00°40'35" East 4.83 feet; thence North 89°52'23" East 7.00 feet to the Westerly right-of-way line; thence South 00°13'03" West (South 0°01'15" East Record) 15.00 feet to the point of Beginning.

The following is shown for information purposes only: Tax ID No. 15-34-377-014

**EXHIBIT B**  
Adjacent Property Description

A parcel of land situate in the Southwest quarter of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, located in West Valley City, County of Salt Lake, State of Utah, said parcel being all of that certain tract of property described in Warranty Deed recorded in Book 7567 at Page 486, Entry No. 6538369 and being more particularly described as follows:

Beginning at a point on the West line of Redwood Road, said point of beginning being witnessed by a copper rivet set in the curb line 10.3 feet East of the point of beginning, said point of beginning being North 0°01'20" West, along the Section line a distance of 260.00 feet and North 89°53'39" West, a distance of 53.00 feet from the South quarter corner of said Section 34; and running thence North 89°53'39" West, a distance of 314.00 feet, to a nail and washer stamped "McNeil Engr.," thence South 0°01'20" East, a distance of 207.00 feet to a rebar w/o cap 0.2' below surface at the North line of 4100 South Street; thence North 89°53'39" West, along said North line, a distance of 432.98 feet to a copper rivet set in the drive approach, said point being at a point of curvature; thence Westerly along the arc of a 1152.19 foot radius curve to the right, through a central angle of 5°57'12", a distance of 119.72 feet, the long chord of which bears North 86°55'03" West, a distance of 119.66 feet to a point of reverse curvature; thence Westerly along the arc of a 1258.19 foot radius curve to the left, through a central angle of 1°46'14", a distance of 38.88 feet, the long chord of which bears North 84°49'34" West a distance of 38.88 feet, to the West bank of the branch of the North Jordan Canal and a copper rivet set in the top of a wing wall; thence Northwesterly along said West bank per the Snideman and Associates record of survey #S00-10-0629 on file with the Salt Lake County Surveyor's office the following five (5) courses and distances: (1) North 20°19'24" West, a distance of 69.34 feet; (2) North 31°22'27" West, a distance of 90.41 feet; (3) North 40°22'48" West, a distance of 89.83 feet; (4) North 38°52'00" West, a distance of 121.94 feet; (5) North 39°19'14" West, a distance of 90.39 feet, to a rebar and cap stamped Snideman and the East line of Briarwood Plat 'D' Subdivision recorded in Book 78P, at Page 151 of plats, on file with the Salt Lake County Recorder's Office; thence North 0°06'37" West, along said East line, a distance of 226.06 feet, to the East-West 1/16th line of the Southeast quarter; thence South 89°57'14" East, along said 1/16th line, a distance of 1168.54 feet, to a rebar and cap stamped Great Basin set per record of survey #S00-01-0074 and the West line of aforesaid Redwood Road; thence South 0°01'20" East, along said West line, a distance of 404.96 feet, to the point of beginning.

The following is shown for information purposes only: Tax ID Nos. 15-34-377-015

**EXHIBIT C**

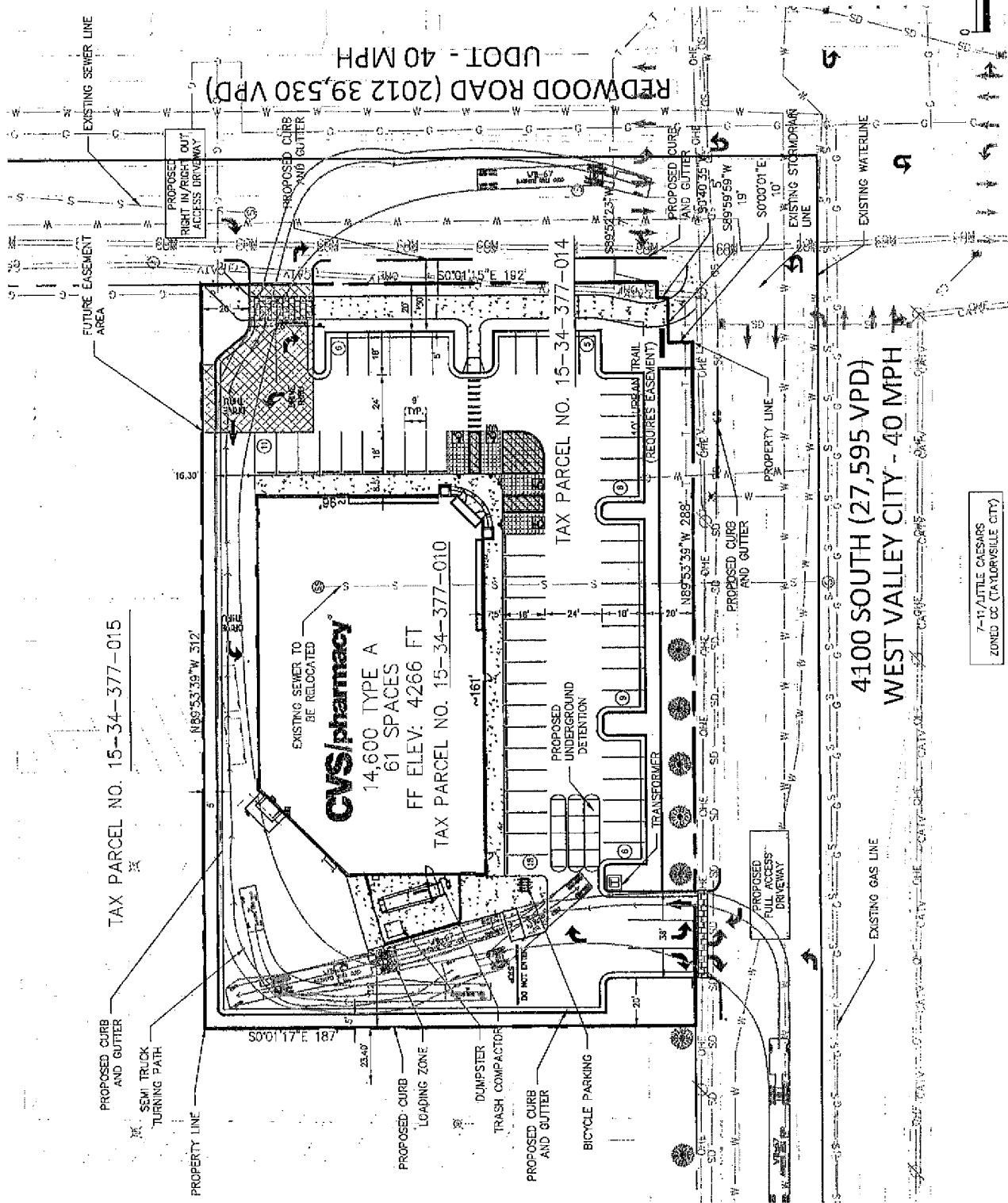
[Plan Showing Location of Future Access Easement]

Attached.



# EXHIBIT C

	TRANSFORMER BOX ON PAD
	EXISTING TRAFFIC SIGNAL
	NUMBER OF PARKING SPACES
	ACCESSIBLE PARKING SPACES
	DUMPER ENCLOSURE
	WE-67 DELIVERY TRUCK (70' TRUCK)
	HEAVY DUTY CONCRETE
	STANDARD DUTY ASPHALT
	HEAVY DUTY ASPHALT
	DOT SPECIFICATION ASPHALT



7-11/JETTY CAESARS  
ZONED CC (TAYLORVILLE CITY)