

WHEN RECORDED MAIL TO:

Castlewood Development
6900 South 900 East, Suite 130
Salt Lake City, UT 84047

13269912
5/14/2020 2:12:00 PM \$40.00
Book - 10943 Pg - 6608-6613
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

AGREEMENT FOR A FUTURE CROSS-ACCESS EASEMENT

In Reference to Tax ID Number(s):

15-13-453-020 & 15-13-453-022

**ACCOMMODATION RECORDING ONLY.
COTTONWOOD TITLE INSURANCE AGENCY,
INC. MAKES NO REPRESENTATION AS TO
CONDITION OF TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR EFFECTS OF DOCUMENT.**

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

This Agreement is entered into this 16th day of August, 2019 between the Utah Department of Transportation (UDOT) and 2100 South Apartments LLC (Property Owner).

RECITALS

WHEREAS, Property Owner has received access approval to improve its property located at 204 West and 2100 South in City of Salt Lake City, County of Salt Lake, State of Utah, and legally described as follows:

COMPOSITE LEGAL DESCRIPTION

Comprised of two (2) parcels identified by Salt Lake County Tax Id. Numbers
15-13-453-020 & 15-13-453-022,

being more particularly described as follows:

A part of Lots 2 and 3, Block 7, 5 Acre Plat "A", Big Field Survey within the Southeast Quarter of Section 13 and the Northeast Quarter of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at the Southeast Corner of said Lot 3 Located 747.77 feet North 89°59'24" East along the Monument Line, and South 00°13'16" West 2,623.81 feet along the Lot Line from the Salt Lake County Monument at the intersection of 1700 South Street and 300 West Street; and running thence South 00°13'16" West 279.11 feet along the Lot Line to the North Line of 2100 South Street as it exists at 41.00 feet half-width; thence North 89°59'25" West 194.73 feet along said North Line; thence North 00°14'29" East 139.89 feet; thence South 89°51'29" West 33.83 feet; thence North 00°07'31" East 138.67 feet to the Lot Line; thence South 89°50'57" West 473.43 feet along the Lot Line to the East line of 300 West Street as widened; thence North 00°01'39" East 143.65 feet along said East line; thence North 89°50'57" East 702.67 feet to the East Line of said Lot 3; thence South 00°13'16" West 143.65 feet along said Lot Line to the point of beginning.

159.897 square feet or 3.67 acres +/-

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 2005 South 300 West, Salt Lake City, UT; and

WHEREAS, the purpose of the easement is to allow traffic flow between the properties in one access and onto 2100 South Road/Street so as to relieve congestion and to create less traffic hazards; and

WHEREAS, at this time, the adjacent property located at 2005 South 300 West, Salt Lake City, UT, 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 2005 South 300 West, Salt Lake City, UT 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 insure 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.

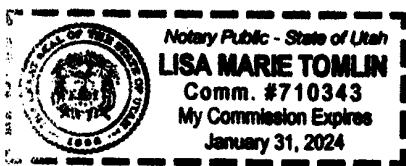
2100 South Apartments LLC

By: Jeffrey Duke
Jeffrey Duke

8.16.19
Date

STATE OF UTAH)
COUNTY OF Salt Lake)ss.

On this 16th day of August, 2019, before me, a Notary Public in and for the County of Salt Lake, personally appeared Jeffrey Duke on behalf of 2100S Apartments so 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.



Lisa Marie Tomlin
Notary Public State of Utah
My Commission expires: 1.31.24

