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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
JEFF JOHNSON  
9800 S MONROE ST  
SANDY UT 84070  
BY: DSA, DEPUTY - WI 5 P.

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

This Agreement is entered into this 19 day of August, 2020 between the Utah Department of Transportation (UDOT) and Mountain America Credit Union (MACU).

**RECITALS**

WHEREAS, Property Owner has received access approval to improve its property located at 2850 West 3500 South in West Valley City, Salt Lake County, State of Utah, and legally described as follows:

COMMENCING AT A POINT 750 FEET WEST AND 53 FEET NORTH FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 190 FEET; THENCE NORTH 241 FEET; THENCE EAST 190 FEET; THENCE SOUTH 241 FEET TO THE PLACE OF BEGINNING

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 2878 West 3500 South; and

WHEREAS, the purpose of the easement is to allow traffic flow between the properties in one access and onto 3500 South Street (SR 171) so as to relieve congestion and to create less traffic hazards; and

WHEREAS, at this time, the adjacent property located at 2878 West 3500 South 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 2878 West 3500 South 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.



**EXHIBIT A**

2878 West 3500 South  
West Valley City, Utah

Parcel: 1528380028

BEG 940 FT W & 53 FT N FR S 1/4 COR OF SEC 28, T1S, R1W, SLB & M; W 50 FT; N 241 FT; E 50 FT; S 241 FT  
TO BEG. 0.28 AC M OR L.

