

22-125 (132952)



State of Utah  
Department of Transportation

Ent 163386 Bk 399 Pg 1458  
Date: 03-MAY-2023 2:52:44PM  
Fee: None Filed By: SM  
BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: UTAH DEPT OF TRANSPORTATION

Parcel No. 00-0090-5959, 00-0090-6036, 00-0004-8338

## Cross Access Easement

This Cross Access Easement ("Agreement"), by and between RFM Real Estate, LLC ("Property Owner") and RFM Real Estate, LLC ("Adjacent Property") describes the terms and conditions of access connections in the Utah Department of Transportation ("Department") Right-of-Way.

### RECITALS

WHEREAS, Property Owner has received access approval to improve its property identified as McDonald's, located at 297 East 300 North in City of Morgan, County of Morgan, State of Utah, and described in the attached Exhibit; and

WHEREAS, as a condition of this access approval, Property Owner is required to enter into an agreement to create a cross access easement on its property to allow for ingress and egress between its property and the adjacent property located at 275 East 300 North; and

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

WHEREAS, at this time, the Adjacent Property is not seeking access approval, and the owner of that property is willing to grant a mutual cross access easement at this time to connect the two properties. As required by the Department, the Parties agree to grant an easement as set forth in this Agreement; and

WHEREAS, the attached Exhibit describes the approximate location of the cross access easement.

### AGREEMENT

The Parties agree to the following:

- (1) In fulfillment of the requirements imposed as a condition of access approval, the Property Owner agrees, to grant a cross access easement provided that the Adjacent Property likewise grants a similar cross access easement over its property.
- (2) The Property Owner agrees to grant the cross access easement 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 Owner, their respective heirs, successors or assigns and the Adjacent Property, their respective heirs, successors or assigns.
- (4) The easements to be created shall continue until expressly terminated by written agreement between the parties, the successors, or the assigns. Any agreement to terminate or modify the easements to be created shall be approved in writing by the Department.
- (5) The 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) The Property Owner agrees to maintain the easement area that will be located within its property in a reasonable manner and at its sole expense.
- (7) The Adjacent Property agrees to maintain the easement area that will be located within its property in a reasonable manner and at its sole expense.
- (8) Any violation or breach of this Agreement shall be considered a breach of the access permit, and the Department shall have the authority to enforce this Agreement in any manner permitted by law.
- (9) This Agreement to create a cross access easement shall be recorded with the County Recorder's office by the Property Owner.

(10) **MISCELLANEOUS**

- a) Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other party.
- b) This Agreement does not create any type of agency relationship, joint venture, or partnership between the Department and the Property Owner.
- c) The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.
- d) This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective party and to bind such party.
- e) If any portion of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid or unenforceable provision had never been included.
- f) The effective date of this Agreement is the date signed by the last party.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have caused this Cross Access Easement Agreement to be executed by its duly authorized officers.

RFM Real Estate LLC  
Applicant Property Owner

Signature: [Signature] Manager

Date: 3/30/23

Print Name: Mark Ridley  
AKA D. Mark Ridley one and the same

ACKNOWLEDGMENT

County of ADA, IDAHO

On this 30th day of March, in the year 2023, before me,

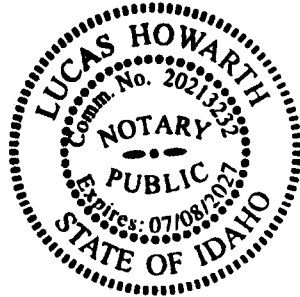
Lucas Howarth a notary public, personally appeared

D. Mark Ridley, proved on the basis of satisfactory evidence to be the

person whose name is subscribed to this instrument, and acknowledged (he/she) executed the same.

Witness my hand and official seal.

[Signature]



RFM Real Estate LLC  
Adjacent Property Owner

Signature: [Signature] Manager

Date: 3/30/23

Print Name: D. Mark Ridley  
AKA D. Mark Ridley one and the same

ACKNOWLEDGMENT

County of ADA, IDAHO

On this 30th day of March, in the year 2023, before me,

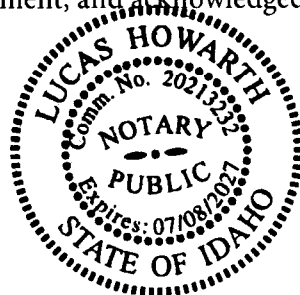
Lucas Howarth a notary public, personally appeared

D. Mark Ridley, proved on the basis of satisfactory evidence to be the

person whose name is subscribed to this instrument, and acknowledged (he/she) executed the same.

Witness my hand and official seal.

[Signature]



**EXHIBIT**



December 9, 2022

**MORGAN MCDONALD'S LC 43-0328  
CROSS ACCESS EASEMENT ACROSS RIDLEY'S SITES  
(Tax ID Nos. 04-236-01 & 04-236-02-01-1-2)**

An easement over, across and through two (2) parcels of land located in the Northwest Quarter of Section 36, Township 4 North, Range 2 East, Salt Lake Base & Meridian, Morgan City, Morgan County, Utah, more particularly described as follows:

BEGINNING at a point on the southwesterly line of Industrial Park Road, located 316.84 feet South 00°10'30" East and 845.68 feet East from the Northwest corner of said Section 36 (Basis of Bearing being North 00°39'56" West between said Northwest corner of Section 36 and the Northwest corner of Section 25, Township 4 North, Range 2 East, Salt Lake Base & Meridian) and running thence along said line South 64°30'09" East 29.06 feet; thence South 41°06'40" West 204.66 feet; thence South 49°23'50" East 58.47 feet; thence North 37°43'09" East 25.02 feet; thence South 52°27'00" East 43.96 feet; thence South 37°37'50" West 27.36 feet; thence South 49°23'50" East 48.01 feet; thence South 68°26'25" East 95.91 feet; thence South 49°23'50" East 13.81 feet to the northwesterly line of SR-66; thence along said line South 40°17'00" West 34.00 feet; thence North 49°23'50" West 26.69 feet; thence North 68°26'25" West 77.52 feet; thence North 49°23'50" West 183.49 feet; thence North 41°07'02" East 225.09 feet to the POINT OF BEGINNING.

Contains 14,961 square feet or 0.34 acres, more or less.

P:\McDONALDS\utah\Morgan 43-0328\DOCUMENTS\PERMITTING\2022.12.05 UDOT\Originals\McDonald's 43-0328 Cross Access Easement Descriptions.docx

BCD

Rev0

12/9/2022

5684 S. Green Street • Murray, Utah 84123 • (801)713-3000 • Fax: (801) 713-3030

**MORGAN MCDONALD'S LC 43-0328  
CROSS ACCESS EASEMENT ACROSS MCDONALD'S SITE  
(Tax ID No. 04-236-02-01-1-1)**

An easement over, across and through a parcel of land located in the Northwest Quarter of Section 36, Township 4 North, Range 2 East, Salt Lake Base & Meridian, Morgan City, Morgan County, Utah, more particularly described as follows:

BEGINNING at a point on the southwesterly line of Industrial Park Road, located 368.31 feet South 00°10'30" East and 953.44 feet East from the Northwest corner of said Section 36 (Basis of Bearing being North 00°39'56" West between said Northwest corner of Section 36 and the Northwest corner of Section 25, Township 4 North, Range 2 East, Salt Lake Base & Meridian) and running thence along said line South 64°30'09" East 32.00 feet; thence South 25°29'51" West 12.13 feet; thence South 37°37'50" West 52.80 feet; thence North 48°52'58" West 89.02 feet; thence North 64°28'41" West 36.78 feet; thence North 41°06'40" East 24.92 feet; thence South 64°28'41" East 33.37 feet; thence South 48°52'58" East 63.90 feet; thence North 25°29'51" East 32.99 feet to the POINT OF BEGINNING.

Contains 4,109 square feet or 0.09 acres, more or less.



RFM Real Estate, LLC  
Tax ID No.  
04-236-02-01-1-2

**INDUSTRIAL PARK ROAD**  
(Existing 66' Wide Public Right-of-Way)

**MCDONALD'S SITE**

RFM Real Estate, LLC  
Tax ID No.  
04-236-02-01-1-1

**RIDLEY'S SITE**

RFM Real Estate, LLC  
Tax I.D. No.  
04-236-01

**STATE STREET (SR-88)**  
U.D.O.T. Project No. BRP-0066(4)13  
(Existing 95' Wide Public Right-of-Way)

**LEGEND**



EASEMENT ACROSS RIDLEY'S SITES



EASEMENT ACROSS MCDONALD'S SITE



Scale in Feet

Path: P:\MCDONALD'S\Utah\Morgan 43-0328\CAD\UDOT\Easement Exhibit.dwg | plot date: December 06, 2022 | plotted by: breitt



**DOMINION**  
Engineering Associates, L.C.  
5684 South Green Street  
Murray, Utah 84123 801-713-3000

**CROSS ACCESS EASEMENT EXHIBIT**  
**294 EAST 300 NORTH - LC 43-0328**  
**MORGAN CITY, MORGAN COUNTY, UTAH**  
**NW 1/4 OF SECTION 36, T4N, R2E, SLB&M**

PROJECT NO.  
3446  
SHEET NO.  
1 OF 1  
FILE NAME: CA MCD'S SCALE:  
1"=60'