

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

108640-TOE

17-041-0-0001 01-060-0-0009

This Agreement is entered into this 19th day of August 2019 between the Utah Department of Transportation (UDOT) and Envision Flow, LLC (Property Owner).

RECITALS

WHEREAS, Property Owner has received access approval to improve its property located at 163 South SR-112 in City of Grantsville, County of Tooele, State of Utah, and legally described as follows:

COMPOSITE DESCRIPTION

A portion of the SW1/4 of Section 33, Township 2 South, Range 5 West, Salt Lake Base & Meridian, Tooele County, Utah, more particularly described as follows:

Beginning at the southwest corner of Stansbury Shadows Phase III Minor Subdivision, on file in the Office of the Tooele County Recorder as Entry #462567 in Book 20, Page 6, being N89°41'08"E along the Section line 1,296.74 feet and N00°18'52"W 952.19 feet from the Southwest Corner of Section 33, T2S, R5W, S.L.B.& M.; said point of beginning also being the northerly line of Halifax Land Minor Subdivision on file in the Office of the Tooele County Recorder as Entry #338142 in Book 17, Page 41, thence S89°41'08"W 518.37 feet along the northerly line of said Halifax Land Minor Subdivision to the easterly right of way line of SR-112; thence along said easterly right of way line the following two (2) courses, (1) Northerly along the arc of a non-tangent curve to the right having a radius of 1,869.86 feet (radius bears: N81°50'21"E) a distance of 268.44 feet through a central angle of 08°13'31" Chord: N04°02'54"W 268.21 feet; thence (2) N00°03'52"E 446.46 feet to the southerly deed line of the Sheffield property per a Warranty Deed, in the Office of the Tooele County Recorder as Entry #249538; thence along said southerly deed line, East 532.26 feet to the westerly line of said Stansbury Shadows Phase III Minor Subdivision; thence along said westerly line, S00°21'55"E 711.16 feet to the point of beginning.

Contains: 8.71 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 Tooele County Parcel ID# 17-041-0-0001 and 01-060-0-0009; and

WHEREAS, the purpose of the easement is to allow traffic flow between the properties in one access and onto SR-112 Road/Street so as to relieve congestion and to create less traffic hazards; and

WHEREAS, at this time, the adjacent property located at Tooele County Parcel ID# 17-041-0-0001 and 01-060-0-0009 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 Tooele County Parcel ID# 17-041-0-0001 and 01-060-0-0009 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 Tooele 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.

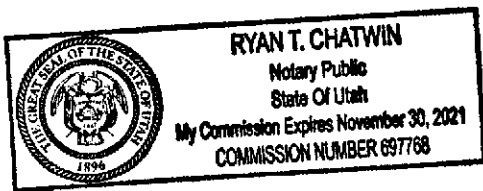
Envision Flow, LLC

By: [Signature]
Scot Hazard, Manager

8-19-19
Date

STATE OF UTAH)
)ss.
COUNTY OF Utah)

On this 19 day of Aug, 2019 before me, a Notary Public in and for the County of Utah, personally appeared Scot Hazard on behalf of Envision Flow, LLC to 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.



[Signature]
Notary Public State of Utah
My Commission expires: 11/30/21

