



State of Utah  
Department of Transportation

Cross Access Easement

This Cross Access Easement ("Agreement"), by and between Jann Lefler - Parcels 1, 4, 5 <sup>Trustee of Jann Lefler Living Trust</sup> ("Property Owner") and Nathan Lefler - Parcel 3 and ("Adjacent Property") describes the terms and conditions of access connections in the Utah Department of Transportation ("Department") Right-of-Way. Adrian and Emilie Lefler (Lefler Properties LLC) and Britta S. Davis, trustee of the G & B Davis Family Trust - co-owners of Parcel 2

RECITALS

WHEREAS, Property Owner has received access approval to improve its property identified as Lefler Woodland property, located at 3544 E. SR 35 in City of Unincorporated, County of Summit, 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 3544 E SR 35, Kamas (Woodland) UT; and

WHEREAS, the purpose of the easement is to allow traffic flow between the properties in one access and onto State Road 35 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.

ENTRY NO. 01194806  
09/08/2022 09:31:53 AM B: 2756 P: 0732  
Easements PAGE 1/7  
RHONDA FRANCIS, SUMMIT COUNTY RECORDER  
FEE 40.00 BY JANN LEFLER

- (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.

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

Applicant Property Owner

Signature: [Handwritten Signature]

Date: 6/13/2022

Print Name: Jann Letter

**ACKNOWLEDGMENT**

County of Summit

On this 13<sup>th</sup> day of June, in the year 2022, before me,

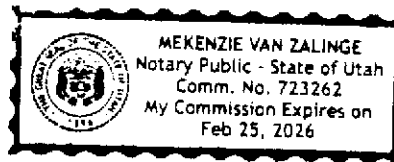
Me McKenzie Van Zalinge a notary public, personally appeared

Jann Letter, 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.

Me McKenzie Van Zalinge



Adjacent Property Owner

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

*See separate agreements with owners of parcels 2 and 3.*

**ACKNOWLEDGMENT**

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me,

\_\_\_\_\_ a notary public, personally appeared

\_\_\_\_\_, 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.

\_\_\_\_\_

## EXHIBIT

See property survey and other documents as part of official folder.  
See highlighted sections of following ~~document~~ pages

Parcel 1

CD-2234

A portion of land located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1489.04 feet along the section line and East 2059.20 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, which point being located more or less on the southerly line of State Road 35; and running thence South 60°35'01" East 84.24 feet more or less along road line; thence South 68°54'00" East 61.70 feet more or less along road line; thence South 16°45'53" West 167.60 feet; thence South 72°28'06" East 86.68 feet to a fence line; thence South 13°34'53" West 452.14 feet along a fence line and the extension of said fence; thence North 79°10'27" West 135.28 feet along a fence line and extension; thence South 15°36'46" West 424.43 feet along a fence line to the centerline of the Provo River; thence South 82°00'31" West 59.16 feet along said river centerline; thence North 04°24'50" West 626.07 feet to the centerline of 24 foot wide driveway; thence East 122.22 feet along said centerline; thence along the arc of a curve to the left 131.85 feet, having a radius 100.00 feet, a central angle of 75°32'49", and a chord of 122.51 feet bearing North 52°13'35" East; thence North 14°27'11" East 44.31 feet along said centerline; thence North 75°32'49" West 32.26 feet; thence North 64°19'25" West 193.92 feet; thence North 25°50'11" East 125.86 feet; thence South 62°22'20" East 180.38 feet; thence North 14°27'11" East 224.49 feet to the point of beginning. Containing 5.42 Acres

Parcel 2

A portion of land located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1533.72 feet along the section line and East 1325.53 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, which point being located at an existing fence corner, and running thence South 78°09'54" East 188.69 feet along a fence line; thence North 87°12'22" East 217.32 feet along a fence line; thence South 62°22'20" East 131.46 feet along a fence line; thence South 25°50'11" West 125.86 feet; thence South 64°19'25" East 193.92 feet; thence South 75°32'49" East 32.26 feet to the centerline of a 24 foot wide driveway; thence South 14°27'11" West 44.31 feet along said centerline; thence along the arc of a curve to the right 131.85 feet, having a radius of 100.00 feet and a central angle of 75°32'49", a chord of 122.51 feet bearing South 52°13'35" West; thence West 392.63 feet along said centerline line; thence along the arc of a curve to the left 112.15 feet, having a radius of 150.00 feet and a central angle of 42°50'12", a chord of 109.55 feet

bearing South 68°34'54" West; thence along the arc of a curve to the right 79.54 feet, having a radius of 96.42 feet a central angle of 47°16'05", and a chord of 77.31 feet bearing South 66°40'01" West; thence North 00°29'20" East 483.01 feet along a fence line to the point of beginning. Containing 5.00 Acres

Parcel 3

A portion of land located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1959.13 feet along the section line and East 1436.87 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, which point being located at the centerline of a 24 foot wide driveway; and running thence along the arc of a curve to the right 62.98 feet, having a radius of 150.00 feet, a central angle of 24°03'22", and a chord of 62.52 feet bearing North 77°58'19" East; thence East 270.41 feet along said driveway centerline; thence South 04°24'50" East 626.07 feet to the centerline of the Provo River; thence South 82°00'31" West 319.79 feet along said river; thence South 88°02'30" West 21.32 feet along said river; thence North 03°38'19" West 657.70 feet to the point of beginning. Containing 5.00 Acres

Parcel 4 *CD-2233-B*

A portion of land located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1994.38 feet along the section line and East 1142.01 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, thence South 89°51'18" East 183.34 feet to a fence corner; thence South 21.89 feet to the centerline of a 24 foot driveway; thence along the arc of a curve to the left 79.54 feet, having a radius of 96.42 feet a central angle of 47°16'05", and a chord of 77.31 feet bearing North 66°40'01" East; thence along the arc of a curve to the right 49.17 feet, having a radius of 150.00 feet a central angle of 18°46'50", and a chord of 48.95 feet bearing North 56°33'13" East; thence South 03°38'19" East 657.70 feet to the centerline of the Provo River; thence South 88°02'31" West 155.24 feet along said river; thence South 80°53'23" West 133.53 feet along said river; thence South 76°49'59" West 103.44 feet along said river; thence North 04°19'44" East 673.05 feet to the point of beginning. Containing 5.00 Acres

Parcel 5 *CD-2233-A-1*

A portion of land located in the Northwest Quarter of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 0°29'25" West between the Northwest Corner and the Southwest Corner of said Section 12, described as follows:

Beginning at a point South 0°29'25" West 1994.38 feet along the section line and East 1142.01 feet from the Northwest Corner of Section 12, Township 3 South, Range 6 East, Salt Lake Base and Meridian, thence South 04°19'44" West 673.05 feet to the centerline of the Provo River; thence North 83°52'02" West

113.46 feet along said river; thence North 50°17'28" West 99.46 feet along said river; thence North 34°36'05" West

62.47 feet along said river; thence North 68°02'20" West 50.25 feet along said river; thence North 54°47'23" West

46.76 feet along said river; thence North 79°09'05" West 26.91 feet along said river; thence North 00°06'24" East

494.21 feet along the easterly line of parcel CD-2227-A-1 to a fence corner; thence South 89°51'18" East 385.91

feet to the point of beginning.

Containing 5.00 Acres