

## Future Cross Access Easement

This Future Cross Access Easement ("Agreement"), by and between Utah Department of Transportation ("Department") and Red Branz (BHM) Holdings ("Property Owner") describes the terms and conditions of future access connections in the Department Right-of-Way.

### RECITALS

WHEREAS, Property Owner has received access approval to improve its property identified as Soul City Coffee, located at 3540 Washington Blvd. in City of Ogden, County of Weber, 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 future cross access easement on its property to allow for ingress and egress between its property and the adjacent property located at 3518 Washington Blvd.; and

WHEREAS, the purpose of the easement is to allow traffic flow between the properties in one access and onto Washington Blvd. 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 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, the Department shall require that a cross access easement be created to connect the two properties. As required by the Department, the Property Owner agrees to grant an easement as set forth in this Agreement; and

WHEREAS, the attached Exhibit describes the approximate location of the future easement.

### AGREEMENT

The Parties agree to the following:

EH 3162083 PG 1 OF 5  
LEANN H KILTS, WEBER COUNTY RECORDER  
18-JUN-21 1116 AM FEE \$40.00 DEP DC  
REC FOR: BHM HOLDINGS

- (1) In fulfillment of the requirements imposed as a condition of access approval, the Property Owner agrees, in the future and upon demand by the Department, to grant a cross access easement provided that the adjacent property owner and as shown in the attached Exhibit, likewise grants a similar cross access easement over its property.
- (2) At such time as the adjacent property owner desires access, 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.
- (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.

JL

- (5) The Property Owner agrees to allow 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) 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.
- (8) This Agreement to create a cross access easement shall be recorded with the County Recorder's office by the Property Owner.
- (9) **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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EH 3162083 PG 2 OF 5

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

81 3162083 pg 3 of 5

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Utah Department of Transportation

Title: Region One Right-of-way  
Control Coordinator  
Date: 6-18-2021 Printed Name: Rodger J Generoux

Title: Owner  
Date: 6/11/2021 Printed Name: Rod Branz

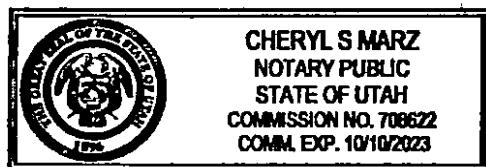
## ACKNOWLEDGMENT

State of Utah

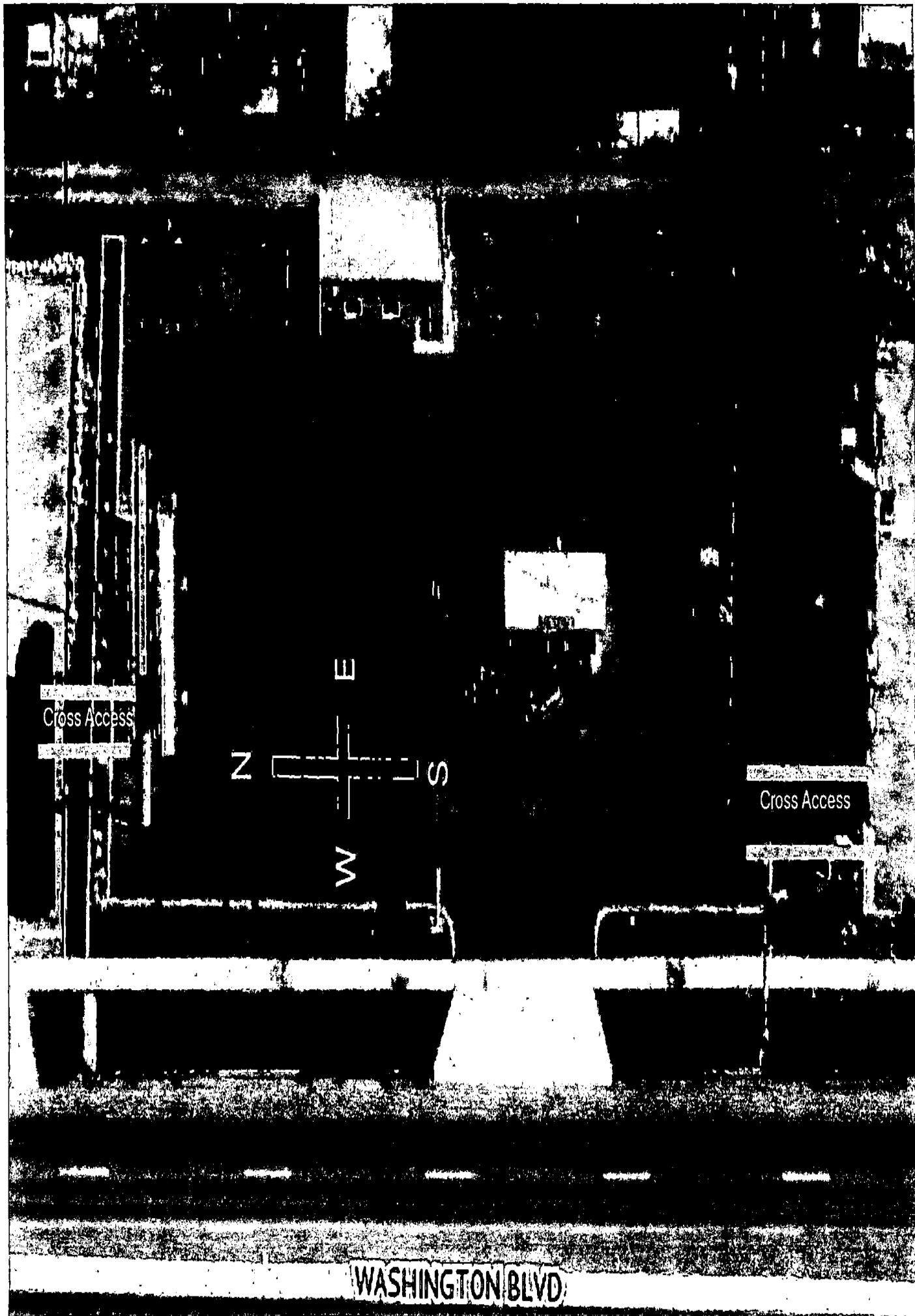
County of Weber

On this 18 day of June, in the year 2021, before  
me, Cheryl Marz a notary public, personally appeared  
Rodger J Generoux, 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.



Cheryl S Marz



WASHINGTON BLVD

**WEBER COUNTY RECORDER / SURVEYOR  
OWNERSHIP / DESCRIPTION REPORT**

Page 1 of 1

**\*051170005\***

SERIAL NUMBER: 05-117-0005

PRIOR SERIAL NUMBER(S):  
(05-117-0004)

E# 3162083 PG 5 OF 5

OWNER:	BHM HOLDINGS LLC	TAX UNIT	CHANGE DATES:
MAILING ADDRESS:	4868 CHUKAR LN OGDEN UT	25	Name: 28-DEC-2006 Tax Unit:
		844034420	PROPERTY ADDRESS: 3540 WASHINGTON BLVD OGDEN
			84403

ADDITIONAL NAMES:

CURRENT REFERENCES:				Deed Date	Recorded Date
Seq	EntryNbr	Book	Page	Kind of Instrument	
1	2105924			QUIT CLAIM DEED	26 / 05 / 2005
2	2174124			QUIT CLAIM DEED	07 / 04 / 2006
3	2231630			WARRANTY DEED	14 / 12 / 2006

COMMENTS:

DESCRIPTION OF PROPERTY: As Of: 28-DEC-2006 Change Year/Code: 2006 COMB ACRES: .501

ALL OF LOTS 8 & 9, BLOCK 11, LAKEVIEW ADDITION, OGDEN CITY,  
WEBER COUNTY, UTAH.

ALSO: ALL OF LOTS 10 TO 13, INCLUSIVE BLOCK 11, LAKE  
VIEW ADDITION, OGDEN CITY, WEBER COUNTY, UTAH.

**\*\*\* RUN DATE: 18-JUN-2021 11:15 AM \*\*\***