



W3192020

Future Cross Access Easement

This Future Cross Access Easement ("Agreement"), by and between Utah Department of Transportation ("Department") and Precise Investments, LLC ("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 08-022-0073, located at 3450 Midland Drive in City of West Haven, 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 ~3670 Midland Dr; and

WHEREAS, the purpose of the easement is to allow traffic flow between the properties in one access and onto SR-108 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:

- (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.

- (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.

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

Utah Department of Transportation

Title: Permit Engineer David Alger
Date: 10/20/21 Printed Name: David Alger

Precise Investments, LLC
Title: OWNER John K. Ryan
Date: 10-20-2021 Printed Name: John K. Ryan

ACKNOWLEDGMENT

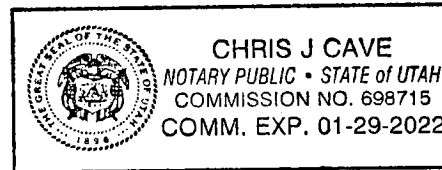
State of Utah

County of WEBER

On this 20 day of OCTOBER, in the year 2021, before me, CHRIS J CAVE a notary public, personally appeared John K Ryan, 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]



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

Utah Department of Transportation

Title: Permit Engineer David Alger
Date: 10/20/21 Printed Name: David Alger

Precise Investments, LLC
Title: _____
Date: _____ Printed Name: _____

ACKNOWLEDGMENT

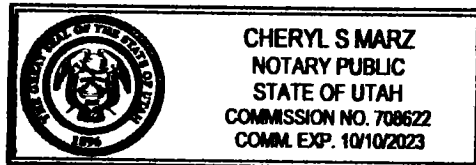
State of Utah

County of Weber

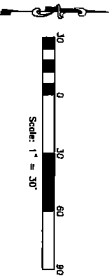
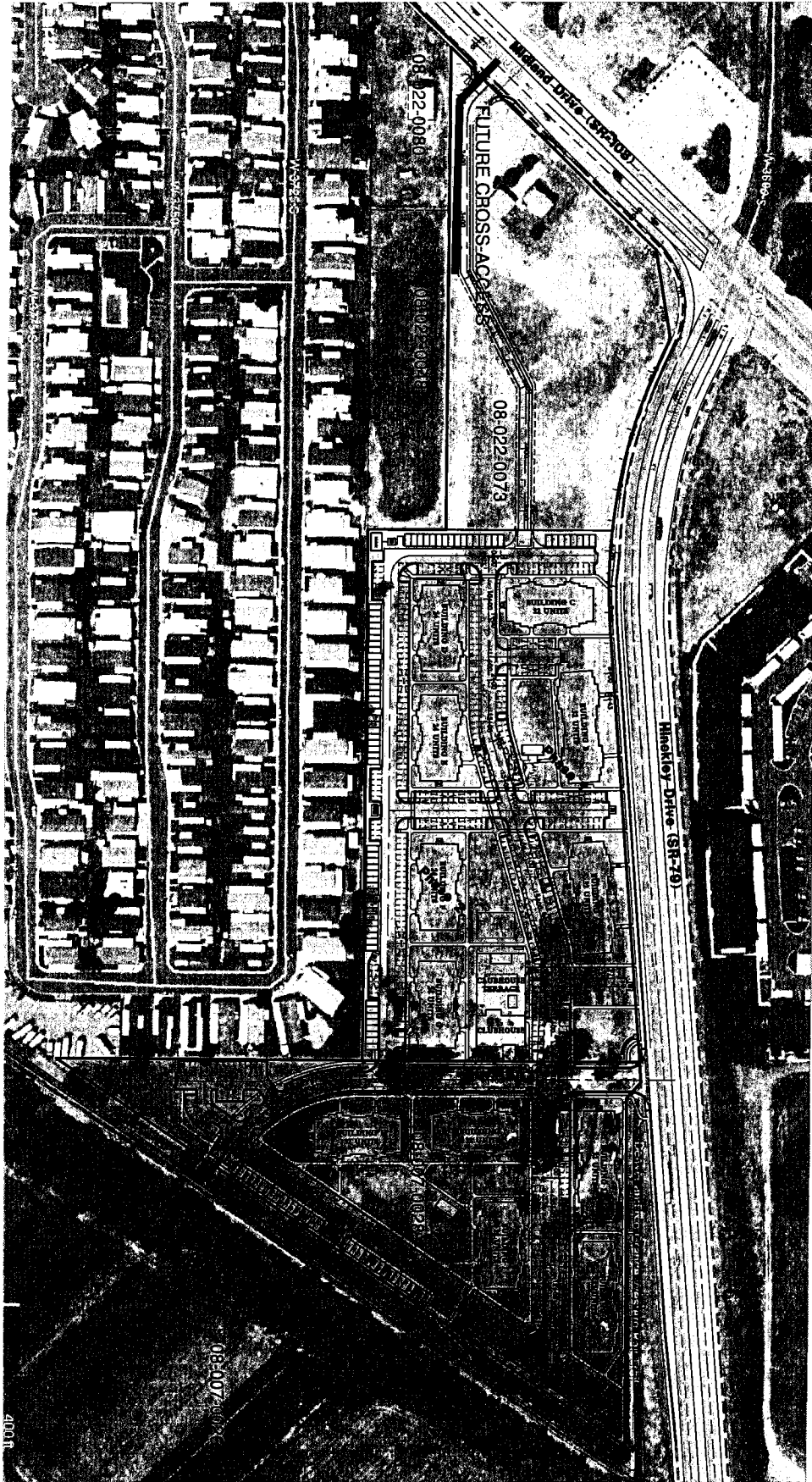
On this 20 day of October, in the year 2021, before me, Cheryl Marz a notary public, personally appeared David Alger, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged (he/she) executed the same.

Witness my hand and official seal.

Cheryl S Marz



EXHIBIT



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. (R&A). NO PART OF THESE PLANS OR SPECIFICATIONS MAY BE REPRODUCED, COPIED, EITHER WHOLLY OR IN PART, OR USED IN ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY IDENTIFIED HEREON, WITHOUT THE WRITTEN PERMISSION OF REEVE & ASSOCIATES, INC. ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE RESULT THEREOF SHALL BE THE RESPONSIBILITY OF THE USER.

811
 Dig Safe!
 Call before you dig.

Sheet	25
Number	ASAP-03
Project Name	WINGSPAN APARTMENTS
Engineer	JEREMY A. OSBER
Director	DAVID W. KINSLEY
Begin Date	DECEMBER, 2020
Author	WINGSPAN APARTMENTS



WingSpan Apartments
 WEST HAVEN CITY, WEBER COUNTY, UTAH
Site Plan

REVISIONS	
DATE	DESCRIPTION
02-04-21	CK UDOT Comments
03-01-21	CK UDOT Comments
03-22-21	CK Site Grading
04-08-21	CK SS & RIR
04-13-21	CK Existing Irrigation
05-10-21	CK Pave-on Updates
05-01-21	CK Water Comments
07-27-21	CK LO in Basins

Reeve & Associates, Inc.
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 (801) 224-7100 FAX (801) 224-7101
 LAND PLANNING • CIVIL ENGINEERING • LAND SURVEYING
 TRAFFIC ENGINEERING • STRUCTURAL ENGINEERING • LANDSCAPE ARCHITECTURE

EXHIBIT "A" LEGAL DESCRIPTION

TRACT OF LAND IN FEE, BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE NORTHEAST 1/2 SOUTHWEST 1/4 OF SECTION 2, IN TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THE BOUNDARIES OF SAID TRACT OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING IN THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT AT A POINT 55.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE SR-79 CENTERLINE OF SAID PROJECT AT ENGINEER STATION 112+93.38 SAID POINT OF BEGINNING IS 198.79 FEET SOUTH 0D27'13" WEST ALONG THE NORTH-SOUTH QUARTER SECTION LINE FROM THE CENTER OF SAID SECTION 2, AND RUNNING THENCE SOUTH 0D27'13" WEST 446.96 FEET ALONG SAID QUARTER SECTION LINE TO THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 89D33'56" WEST 867.59 FEET (869.11 FEET OF RECORD); (2) NORTH 0D26'04" EAST 126.21 FEET (127.11 FEET OF RECORD); (3) NORTH 89D33'56" WEST 777.62 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROUTE 108, ALSO KNOWN AS MIDLAND DRIVE, THENCE NORTH 44D50'00" EAST 209.65 FEET ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE TO A BOUNDARY LINE OF SAID ENTIRE TRACT, THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 45D36'04" EAST 142.23 FEET; (2) NORTH 44D23'56" EAST 108.29 FEET; (3) NORTH 45D36'04" WEST 141.41 FEET TO SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE NORTH 44D50'00" EAST 149.93 FEET TO A POINT 55.00 FEET PERPENDICULARLY DISTANT SOUTHEASTERLY FROM THE SR-108 CENTERLINE OF SAID PROJECT AT ENGINEER STATION 228+75.00; THENCE NORTH 80D57'37" EAST 145.82 FEET, THENCE SOUTH 65D10'00" EAST 37.57 FEET TO A POINT OF TANGENCY WITH A 888.00-FOOT RADIUS CURVE TO THE LEFT, THENCE EASTERLY 446.87 FEET ALONG THE ARC OF SAID CURVE (NOTE: CHORD TO SAID CURVE BEARS SOUTH 79D35'00" EAST FOR A DISTANCE OF 442.17 FEET); THENCE NORTH 86D00'00" EAST 706.61 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 541,673 SQUARE FEET IN AREA 12.44 ACRES.