



State of Utah
Department of Transportation



W3266401

Future Cross Access Easement

This Future Cross Access Easement ("Agreement"), by and between Utah Department of Transportation ("Department") and Brent K Bailey ("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 Pleasant View Professional Plaza, located at Approx 385 West and 2700 North in City of Pleasant View, 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 2700 North (SR134); and

WHEREAS, the purpose of the easement is to allow traffic flow between the properties in one access and onto 2700 North (SR134) 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.

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

Applicant Property Owner

Signature: Brent Bailey

Date: Dec. 05, 2022

Printed Name: Brent Bailey

ACKNOWLEDGMENT

County of Weber

On this 5 day of December, in the year 2022, before me,

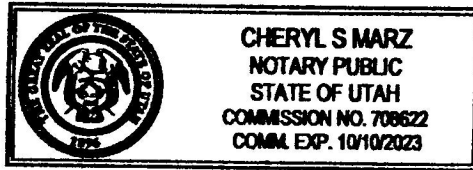
Cheryl S Marz a notary public, personally appeared

Brent Bailey, 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



Utah Department of Transportation Permits Department

Title: Right of Way
Control Coordinator

Signature: Rodger Jay Genereux

Date: 12-5-2022

Print Name: Rodger Jay Genereux

ACKNOWLEDGMENT

County of Weber

On this 5 day of December, in the year 2022, before me,

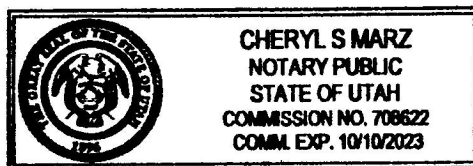
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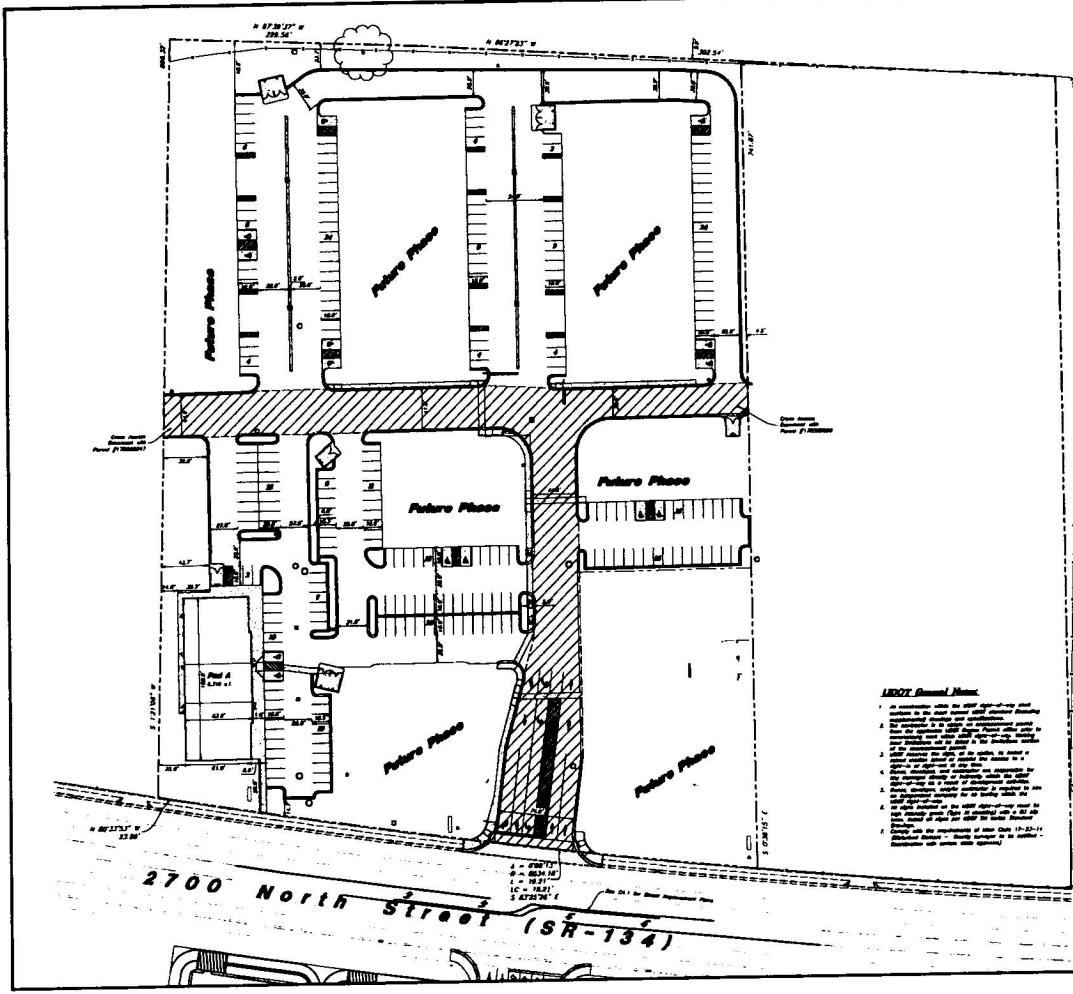
**Bailey 2700 North PUD
Subdivision Boundary**

26 September, 2022

A part of the Northeast Quarter of Section 31 and the Southeast Quarter of Section 30, Township 7 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey, in Pleasant View, Weber County, Utah:

Beginning at a point on the Northerly Right-of-Way line of 2700 North Street as it exists at 55.00 foot half-width, located 2000.65 feet South 89°28'37" East along the Section line to a line described by Boundary Line Agreements recorded as Entry No.'s 2793783 and 2793784 in the Official Records of the Weber County Recorder; and 272.38 feet South 1°21'06" West along said Agreement line from a Brass Cap Monument found marking the South Quarter Corner of said Section 30; and running thence North 1°21'06" East 686.76 feet to and along said Agreement line to a line described in a Future Boundary Line Agreement; thence North 89°58'03" East 230.66 feet along said Agreement line to a line described in a Boundary Line Agreement recorded as Entry No. 3023145 in the Official Records of the Weber County Recorder; thence South 86°27'25" East 301.55 feet along said Agreement line; thence South 0°36'15" East 741.87 feet to said Northerly Right-of-Way line of 2700 North Street; thence along said Northerly line the following two courses: Northwesterly along the arc of a 8033.82 foot radius curve to the right a distance of 537.29 feet (Center bears North 5°34'00" East, Central Angle equals 3°49'55" and Long Chord bears North 82°31'03" West 537.19 feet) to a point of tangency; and North 80°36'05" West 23.35 feet to said Agreement line and the point of beginning.

**Contains 392,453 sq. ft.
Or 9.009 acres
1 Lot
23 Units
& Common Area**



Scale 1" = 40'

Site Data
 Site Area = 383,089 s.f. (8.824 ac.)
 Landscape Area Provided = 63,336 s.f. (1.453 ac.)
 Impervious Area Provided = 213,131 s.f. (4.874 ac.)
 Building Area = 109,642 s.f. (2.501 ac.)

Building A,B,E
 Building A = 17000 = 30 units
 Building B,E = 12000 s.f. = 26 units
 Total Parking Required = 86 units
 Total Parking Provided = 123 units

Building D
 Building D = 12000 = 31 units
 Total Parking Required = 31 units
 Total Parking Provided = 31 units

Building F,G,H
 Building F,G,H Parking Required = 1/3 employees
 Building F,G,H Parking Provided = 80 units

- Match Legend**
- Existing Concrete Pavement
 - Proposed Concrete Pavement
 - Existing Asphalt Pavement
 - Proposed Bituminous Asphalt Pavement
 - Proposed Heavy Duty Asphalt Pavement

- General Site Notes**
1. All dimensions are to center of curb unless otherwise noted.
 2. The site plan, including this plan, is to be used as a guide for construction.
 3. All utility lines shown on this plan are to be located and marked in accordance with the applicable codes.
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LEGOT General Notes

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Being Under Review

The Designer agrees that the information provided in this plan is for informational purposes only and is not to be used for construction. The Designer is not responsible for any errors or omissions in this plan. The Designer is not responsible for any delays or costs incurred by the client due to any errors or omissions in this plan. The Designer is not responsible for any delays or costs incurred by the client due to any errors or omissions in this plan.

Overall Site Plan
 2700 North Property
 Anderson Walker & Associates
 20 Feb. 2022
 C10