

21-127 (121128) South

Parcel # 170630075



**State of Utah  
Department of Transportation**

E# 3269875 PG 1 OF 5

JEANN H KILTS, WEBER CTY. RECORDER  
12-JAN-23 143 PM FEE \$ .00 DC  
REC FOR: PLEASANT VIEW

**Future Cross Access Easement**



\*W3269875\*

This Future Cross Access Easement ("Agreement"), by and between Utah Department of Transportation ("Department") and ALS Development ("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 Peak View Plaza, located at 385 w 2550 n 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 500 w 2550 n; and

**WHEREAS**, the purpose of the easement is to allow traffic flow between the properties in one access and onto 2700 n 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**

Date: 12/27/2022

Signature: [Handwritten Signature]

Printed Name: David Laloli

**ACKNOWLEDGMENT**

County of Weber

On this 27 day of December, in the year 2022, before me,

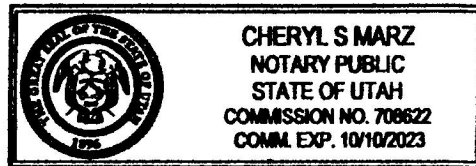
Cheryl Marz a notary public, personally appeared

David Laloli, 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**

*Right of way*  
Title: control coordinator

Date: 12-27-2022

Signature: [Handwritten Signature]

Print Name: Rodger Jay Genereux

**ACKNOWLEDGMENT**

County of Weber

On this 27 day of December, in the year 2022, before me,

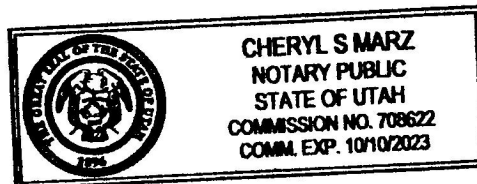
Cheryl Marz a notary public, personally appeared

Rodger Genereux, 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



## FUTURE CROSS ACCESS DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 31 AND A PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE EAST LINE OF COLUMBIA OGDEN MEDICAL PROPERTY, TAX ID NO. 17-063-0067 LOCATED 654.54 FEET NORTH 89°28'37" WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER AND 383.90 FEET SOUTH 00°27'00" WEST AND 215.32 FEET SOUTH 00°27'00" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 31;

RUNNING THENCE SOUTH 89°32'59" EAST 67.45 FEET; THENCE EASTERLY TO THE RIGHT ALONG THE ARC OF A 198.50 FOOT RADIUS CURVE, A DISTANCE OF 28.39 FEET, CHORD BEARS SOUTH 85°27'08" EAST 28.37 FEET, HAVING A CENTRAL ANGLE OF 08°11'41"; THENCE SOUTH 81°21'18" EAST 143.77 FEET; THENCE EASTERLY TO THE LEFT ALONG THE ARC OF A 17.50 FOOT RADIUS CURVE, A DISTANCE OF 16.23 FEET, CHORD BEARS NORTH 72°04'55" EAST 15.65 FEET, HAVING A CENTRAL ANGLE OF 53°07'35"; THENCE NORTHEASTERLY WITH A COMPOUND TANGENT CURVE TO THE LEFT ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE, A DISTANCE OF 67.24 FEET, CHORD BEARS NORTH 26°15'19" EAST 65.98, HAVING A CENTRAL ANGLE OF 38°31'36"; THENCE NORTH 06°59'31" EAST 114.89 FEET; THENCE NORTHERLY TO THE LEFT ALONG THE ARC OF A 27.50 FOOT RADIUS CURVE, A DISTANCE OF 19.88 FEET, CHORD BEARS NORTH 13°43'01" WEST 19.45 FEET, HAVING A CENTRAL ANGLE OF 41°25'07" TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 2700 NORTH STREET (SR - 134); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE EASTERLY ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC OF A 8143.82 FOOT RADIUS CURVE, A DISTANCE OF 90.72 FEET, CHORD BEARS SOUTH 82°56'47" EAST 90.71 FEET, HAVING A CENTRAL ANGLE OF 00°38'18"; THENCE SOUTHWESTERLY ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC OF A 27.50 FOOT RADIUS CURVE, A DISTANCE OF 19.82 FEET, CHORD BEARS SOUTH 27°38'11" WEST 19.39 FEET, HAVING A CENTRAL ANGLE OF 41°17'20"; THENCE SOUTH 06°59'31" WEST 62.56 FEET; THENCE SOUTHWESTERLY TO THE RIGHT ALONG THE ARC OF A 170.50 FOOT RADIUS CURVE, A DISTANCE OF 120.85 FEET, CHORD BEARS SOUTH 27°17'54" WEST 118.34 FEET, HAVING A CENTRAL ANGLE OF 40°36'45"; THENCE SOUTHERLY WITH A REVERSE TANGENT CURVE TO THE LEFT OF A 7.50 FOOT RADIUS CURVE, A DISTANCE OF 16.99 FEET, CHORD BEARS SOUTH 17°18'10" EAST 13.58 FEET, HAVING A CENTRAL ANGLE OF 129°48'53"; THENCE EASTERLY WITH A COMPOUND TANGENT CURVE TO THE LEFT ALONG THE ARC OF A 231.50 FOOT RADIUS CURVE, A DISTANCE OF 31.47 FEET, CHORD BEARS SOUTH 86°06'18" EAST 31.45, HAVING A CENTRAL ANGLE OF 07°47'23"; THENCE NORTH 90°00'00" EAST 26.86 FEET; THENCE EASTERLY TO THE RIGHT ALONG THE ARC OF A 518.50 FOOT RADIUS CURVE, A DISTANCE OF 56.50 FEET, CHORD BEARS SOUTH 86°52'41" EAST 56.48 FEET, HAVING A CENTRAL ANGLE OF 06°14'38"; THENCE EASTERLY WITH A REVERSE TANGENT CURVE TO THE LEFT OF A 8340.32 FOOT RADIUS CURVE, A DISTANCE OF 384.35 FEET, CHORD BEARS SOUTH 85°04'35" EAST 384.31 FEET, HAVING A CENTRAL ANGLE OF 02°38'25"; THENCE EASTERLY WITH A COMPOUND TANGENT CURVE TO THE LEFT ALONG THE ARC OF A 481.50 FOOT RADIUS CURVE, A DISTANCE OF 20.59 FEET, CHORD BEARS SOUTH 87°37'19" EAST 20.59, HAVING A CENTRAL ANGLE OF 02°27'03"; THENCE SOUTH 88°50'50" EAST 9.53 FEET TO THE WEST LINE OF MYERS INVESTMENT PROPERTIES LLC PROPERTY, TAX ID NO. 17-072-0058; THENCE SOUTH 01°09'11" WEST 37.00 FEET ALONG SAID WEST LINE; THENCE NORTH 88°50'50" WEST 9.53 FEET; THENCE WESTERLY TO THE RIGHT ALONG THE ARC OF A 518.50 FOOT RADIUS CURVE, A DISTANCE OF 22.18 FEET, CHORD BEARS NORTH 87°37'19" WEST 22.18 FEET, HAVING A CENTRAL ANGLE OF 02°27'03"; THENCE WESTERLY WITH A COMPOUND TANGENT CURVE TO THE RIGHT ALONG THE ARC OF A 8377.32 FOOT RADIUS CURVE, A DISTANCE OF 386.05 FEET, CHORD BEARS NORTH 85°04'35" WEST 386.02, HAVING A CENTRAL ANGLE OF 02°38'25"; THENCE DIRECTION WITH A REVERSE TANGENT CURVE TO THE LEFT OF A 481.50 FOOT RADIUS CURVE, A DISTANCE OF 52.47 FEET, CHORD BEARS NORTH 86°52'41" WEST 52.45 FEET, HAVING A CENTRAL ANGLE OF 06°14'38"; THENCE SOUTH 90°00'00" WEST 26.86 FEET; THENCE WESTERLY TO THE RIGHT ALONG THE ARC OF A 268.50 FOOT RADIUS CURVE, A DISTANCE OF 40.51 FEET, CHORD BEARS NORTH 85°40'39" WEST 40.47 FEET, HAVING A CENTRAL ANGLE OF 08°38'42"; THENCE NORTH 81°21'18" WEST 25.10 FEET; THENCE NORTH 81°21'18" WEST 65.75 FEET; THENCE NORTH 81°21'18" WEST 126.99 FEET; THENCE WESTERLY TO THE LEFT ALONG THE ARC OF A 161.50 FOOT RADIUS CURVE, A DISTANCE OF 23.10 FEET, CHORD BEARS NORTH 85°27'08" WEST 23.08 FEET, HAVING A CENTRAL ANGLE OF 08°11'41"; THENCE NORTH 89°32'59" WEST 67.45 FEET TO THE EAST LINE OF SAID COLUMBIA OGDEN MEDICAL PROPERTY; THENCE NORTH 00°27'02" EAST 37.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. CONTAINING 1.050 ACRES.

