



ENT 69690:2019 PG 1 of 8
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2019 Jul 26 10:43 am FEE 50.00 BY LT
 RECORDED FOR ALPINE CITY CORPORATION

EMERGENCY VEHICULAR ACCESS/CROSS EASEMENT AGREEMENT

This Emergency Vehicular Access/Cross Easement Agreement (Agreement) is made this 18th day of July, 2019, by and between LINUS PROPERTIES, L.L.C., ("LINUS"), owner of the property addressed generally at 20, 25, 40, 45, 60, and 65 West Main Street Court, Alpine, Utah 84004 (Parcel A), which is legally described on Exhibit A attached hereto and made a part hereof, ALPINE TWIN PEAKS, LLC and ALPINE MAIN STREET, LLC, (jointly, "ALPINE") the owner of the property addressed at 75 West Main Street Court, Alpine, Utah 84004 (Parcel A), which is legally described on Exhibit B attached hereto and made a part hereof, LINUS and ALPINE shall be referred to hereinafter as "ALPINE PROPERTIES," and COTTLE CAPITAL GROUP, LLC, ("CCG"), owner of the property generally addressed at 242 and 265 South Main Street, Alpine, Utah 84004 (Parcel C), which is legally described on Exhibit C attached hereto and made a part hereof.

For and in consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties covenant, grant and agree as follows:

1. Ingress and Egress Parcels A and B. (a) Easement. ALPINE OWNERS hereby grant, give and convey to CCG and its successors and assigns, as an easement appurtenant to Parcel B, a non-exclusive, permanent easement running with the land for emergency vehicular ingress and egress over, upon and across Parcel A (the "Parcel A Easement") and Parcel B (the "Parcel B Easement.") ALPINE OWNERS shall maintain a paved surface on the Parcel A Easement and the Parcel B Easement. ALPINE OWNERS shall, from time to time, be entitled to reconfigure, redesign and otherwise change the layout of Parcel A and Parcel B and the improvements and paved surfaces located thereon, provided that emergency vehicular ingress and egress remains in existence on Parcel A and Parcel B. CCG acknowledges that this easement is limited to emergency vehicular ingress and egress over the Parcel A Easement and the Parcel B Easement, and that no parking rights are granted under this Agreement. At its sole cost and expense, CCG shall place, on Parcel A, Parcel B, and Parcel C, at locations and with wording which is reasonably acceptable to ALPINE OWNERS, signs which state that the access roadway associated with the Parcel A Easement and Parcel B Easement are to be used solely by emergency vehicles.

(b) Maintenance. ALPINE OWNERS shall be solely responsible for the proper maintenance and upkeep of Parcel A and Parcel B, including but not limited to: litter removal and snow plowing.

2. Ingress and Egress Over CCG Parcel C. (a) Easement. CCG hereby grants, gives and conveys to ALPINE OWNERS and their successors and assigns, as an easement appurtenant to Parcel A and Parcel B, a non-exclusive, permanent easement running with the land for emergency vehicular ingress and egress over, upon and across Parcel C (the "Parcel C Easement"). CCG shall maintain a paved surface on the Parcel C Easement. CCG shall, from time to time, be entitled to reconfigure, redesign and otherwise change the layout of Parcel C and the improvements and paved surfaces located thereon, provided that emergency vehicular ingress and egress remains in existence on Parcel C. ALPINE OWNERS acknowledge that this easement is limited to emergency ingress and egress over the Parcel C Easement and that no parking rights are granted under this Agreement.

(b) Maintenance. CCG shall be solely responsible for the proper maintenance and upkeep of Parcel C, including but not limited to: litter removal and snow plowing. In addition, CCG and its successors and assigns shall be fully liable and responsible for any and all damages to Parcel A and Parcel

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B which at any time arise as a consequence of the utilization of Parcel A and Parcel B in connection with the Parcel C Easement.

3. Construction of Permanent Knox Gate. The parties hereto acknowledge that approval for the provisions contained in this Section 3 was obtained by the City of Alpine and Fire Marshall on July 15, 2019. As a condition for ALPINE OWNERS entering into this Agreement, CCG agrees to be solely responsible for the cost and construction of a Knox Gate which meets the Alpine City Fire Marshall's standards. Such gate shall be placed on the pavement access property line between the Alpine Main Street Village parking lot and the CCG private road and shall be constructed and in working order within thirty (30) days of laying of the pavement at the CCG development.

CCG and its successors and assigns, including a future Homeowners Association ("HOA") shall be solely responsible for the maintenance and repairs or future replacement, if necessary, of the Knox Gate. Furthermore, CCG hereby agrees that the Knox Gate must remain closed, except when opened by authorized emergency vehicles. CCG acknowledges and agrees that, as a condition of the easement granted by ALPINE OWNERS hereunder, the Knox Gate shall remain in the location indicated on the attached Exhibit D.

CCG acknowledges and agrees that the conditions and provisions contained in this Agreement shall be binding upon its successor and assigns.

4. CCG Responsible for Attorney's Fees. CCG shall be solely responsible for any attorney's fees incurred for the creation of this Agreement between CCG and ALPINE OWNERS (whether on behalf of Linus Properties, LLC, Alpine Twin Peaks, LLC, Alpine Main Street, LLC, or Althea Elaine Busath Carlile Trust) and promises, in good faith, to pay any and all invoices related to the creation and execution of this Agreement in full within thirty (30) days of receipt of such invoice(s).

5. Covenants Running with the Land. All provision of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

This Agreement is executed as of the date as first set forth above.


ALPINE OWNERS:

CCG:


LINUS PROPERTIES, L.L.C.
a Utah limited liability company

COTTLE CAPITAL GROUP, LLC
a Utah limited liability company

By: 
John Johnson, its Manager

By: 
Alan Cottle, Manager

ALPINE TWIN PEAKS, LLC
a Utah limited liability company

By: 
Randall M. Stucki, its Owner/President

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ALPINE MAIN STREET, LLC
a Utah limited liability company
By: ALTHEA ELAINE BUSATH CARLILE TRUST

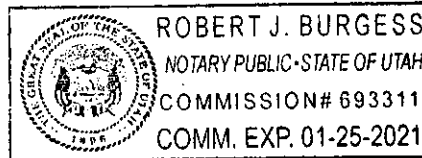
By: Althea Elaine B Carlile
Its: Trustee

State of Utah)
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County of Utah)

On this 18 day of July, in the year 2019, personally appeared before me John Johnson, whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn, did say that he is the Manager of Linus Properties, L.L.C. and that said document was signed by him in behalf of said Limited Liability Company by Authority of its Operating Agreement), and said John Johnson acknowledged to me that said Limited Liability Company executed the same.

Witness my hand and official seal.

[Signature]
Notary Signature

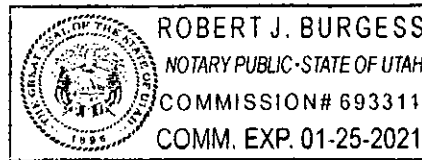


State of Utah)
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County of Utah)

On this 18 day of ~~June~~ ^{July}, in the year 2019, personally appeared before me Randall M. Stucki, whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn, did say that he is the owner/president of Alpine Twin Peaks, LLC and that said document was signed by him in behalf of said Limited Liability Company by Authority of its Operating Agreement), and said Randall M. Stucki acknowledged to me that said Limited Liability Company executed the same.

Witness my hand and official seal.

[Signature]
Notary Signature



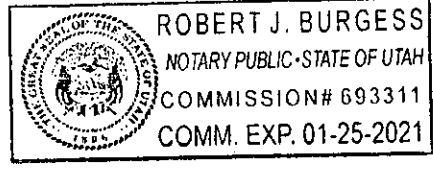
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State of Utah)
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County of Utah)

On this 25 day of ~~June~~ ^{July}, in the year 2019, personally appeared before me Althea Elaine Busath Carlile, whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn, did say that she is the trustee of the Althea Elaine Busath Carlile Trust, the owner of Alpine Main Street, LLC and that said document was signed by her in behalf of said Limited Liability Company by Authority of its Operating Agreement), and said Althea Elaine Busath Carlile acknowledged to me that said Limited Liability Company executed the same.

Witness my hand and official seal.

[Signature]
Notary Signature



State of Utah)
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County of Davis)

On this 18th day of June, in the year 2019, personally appeared before me Alan Cottle, whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn, did say that he is the Manager of Cottle Capital Group, LLC and that said document was signed by him in behalf of said Limited Liability Company by Authority of its Operating Agreement), and said Alan Cottle acknowledged to me that said Limited Liability Company executed the same.

Witness my hand and official seal.

[Signature]
Notary Signature

[Handwritten mark]

EXHIBIT A
TO
EMERGENCY VEHICULAR ACCESS/CROSS EASEMENT AGREEMENT

Linus Properties, L.L.C. Parcel A is described as follows:

ALL OF LOT 1, PLAT A, ALPINE MAIN STREET VILLAGE PD, 4TH AMENDMENT SUB AREA 0.083 ACRE, PARCEL NUMBER 34-584-0001, ALSO
ALL OF LOT 2, PLAT A, ALPINE MAIN STREET VILLAGE PD, 4TH AMENDMENT SUB AREA 0.081 ACRE, PARCEL NUMBER 34-584-0002, ALSO
ALL OF LOT 3, PLAT A, ALPINE MAIN STREET VILLAGE PD, 4TH AMENDMENT SUB AREA 0.043 ACRE, PARCEL NUMBER 34-584-0003, ALSO
ALL OF LOT 5, PLAT A, ALPINE MAIN STREET VILLAGE PD, 4TH AMENDMENT SUB AREA 0.063 ACRE, PARCEL NUMBER 34-584-0005, ALSO
ALL OF LOT 6, PLAT A, ALPINE MAIN STREET VILLAGE PD, 4TH AMENDMENT SUB AREA 0.076 ACRE, PARCEL NUMBER 34-584-0006, ALSO
ALL OF LOT 7, PLAT A, ALPINE MAIN STREET VILLAGE PD, 4TH AMENDMENT SUB AREA 0.085 ACRE, PARCEL NUMBER 34-584-0007, ALSO
COMMON AREA, PLAT A, ALPINE MAIN STREET VILLAGE PD, 4TH AMENDMENT SUB AREA 0.112 AC. ALSO COMMON AREA, PLAT A, ALPINE MAIN STREET VILLAGE PD, 4TH AMENDMENT SUB AREA 0.527 AC. ALSO COMMON AREA, PLAT A, ALPINE MAIN STREET VILLAGE PD, 4TH AMENDMENT SUB AREA 1.052 AC. ALSO COMMON AREA, PLAT A, ALPINE MAIN STREET VILLAGE PD, 4TH AMENDMENT SUB AREA 0.099 AC. ALSO COMMON AREA, PLAT A, ALPINE MAIN STREET VILLAGE PD, 4TH AMENDMENT SUB AREA 0.582 AC. TOTAL AREA 2.372 AC, PARCEL NUMBER 34-584-0008.
SITUATE IN UTAH COUNTY, STATE OF UTAH.

EXHIBIT B
TO
EMERGENCY VEHICULAR ACCESS/CROSS EASEMENT AGREEMENT

Alpine Twin Peaks, LLC and Alpine Main Street, LLC Parcel B is described as follows:

ALL OF LOT 4, PLAT A, ALPINE MAIN STREET VILLAGE PD, 4TH AMENDMENT SUB AREA
0.062404 ACRE, PARCEL NUMBER 34-584-0004, SITUATE IN UTAH COUNTY, STATE OF UTAH.



EXHIBIT C
TO
EMERGENCY VEHICULAR ACCESS/CROSS EASEMENT AGREEMENT

Cottle Capital Group, LLC Parcel C is legally described as follows:

COMMENCING 122.76 FEET NORTH AND 1253.38 FEET WEST FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST ALONG THE SOUTH BOUNDARY LINE OF THE L. ROSS AND JOANNE C. BECK TITLE LINE (ENTRY NO. 28730 IN 3412 AT PAGE 257) THENCE NORTH 88°14' WEST 74.96 FEET; THENCE SOUTH 76°32' WEST 70.38 FEET; THENCE SOUTH 40°30'05" WEST 230.49 FEET; THENCE SOUTH 63°26'06" WEST 111.80 FEET; THENCE SOUTH 41°15'06" WEST 203.25 FEET; THENCE ALONG INTERLINE RESOURCE CORPORATION DEED TITLE (ENTRY NO. 32987:2008) AND ALPINE MAIN STREET VILLAGE 3RD AMENDED PLAT "A" AS FOLLOWS: THENCE SOUTH 70°27'24" EAST 272.51 FEET; THENCE NORTH 82°56'04" EAST 143.51 FEET; THENCE NORTH 189.80 FEET; THENCE WEST 40.41 FEET; THENCE NORTH 136.17 FEET; THENCE SOUTH 89°32'27" EAST 191.07 THENCE NORTH 43.97 FEET; THENCE NORTH 13°04'00" WEST 99.50 FEET TO THE POINT OF BEGINNING.

SITUATE IN UTAH COUNTY, STATE OF UTAH; AND

COMMENCING SOUTH 18.14 FEET AND WEST 1230.86 FEET FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°00'01" WEST 134.7 FEET; THENCE NORTH 89°59'58" WEST 191.06 FEET; THENCE NORTH 00°00'01" WEST 136.17 FEET; THENCE SOUTH 89°33'29" EAST 191.06 FEET TO THE POINT OF BEGINNING.

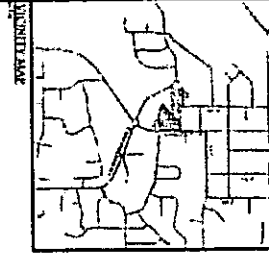
SITUATE IN UTAH COUNTY; STATE OF UTAH; AND

BEGINNING AT A POINT 324.16 FEET SOUTH AND 1232.45 FEET WEST FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 4 SOUTH; RANGE 1 EAST; SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 82°56'04" WEST 150.22 FEET; THENCE NORTH 189.80 FEET; THENCE EAST 150.65 FEET; THENCE SOUTH 0°31'30" WEST 171.33 FEET TO POINT OF BEGINNING.

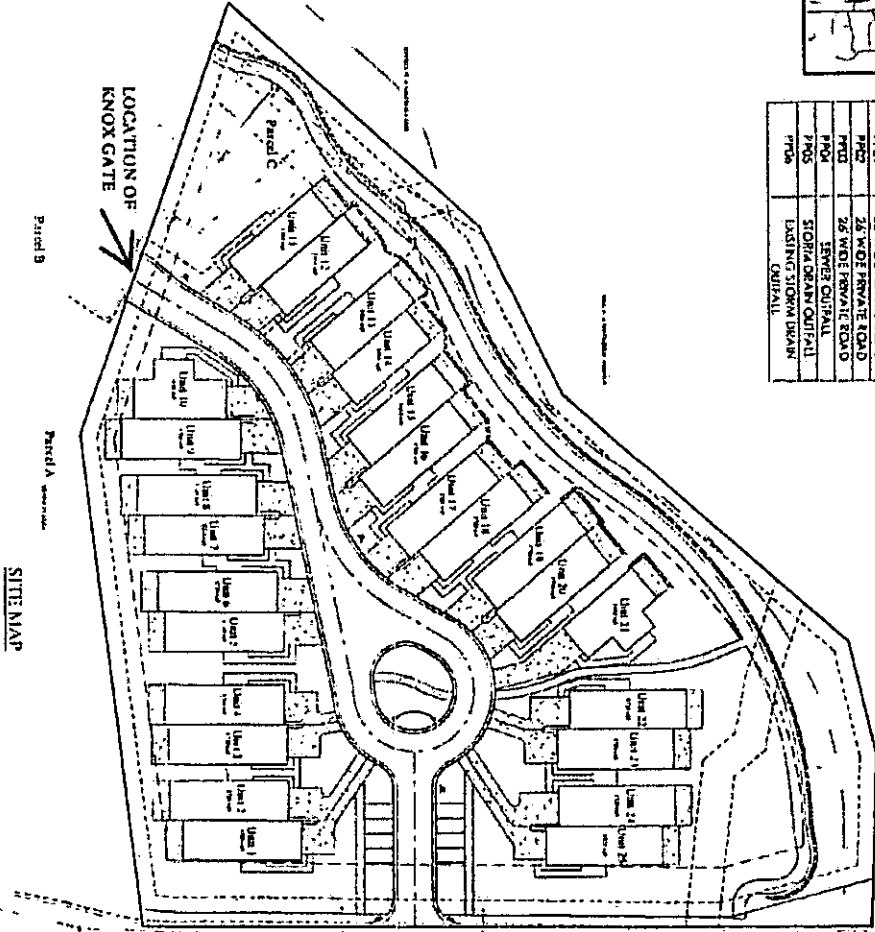
SITUATE IN UTAH COUNTY; STATE OF UTAH.

Utah County Parcel Number(s): 11:023:0109, 11:023:0110, and 11:023:0029

**EXHIBIT D to
EMERGENCY VEHICULAR ACCESS/CROSS EASEMENT
AGREEMENT
LOCATION OF KNOX GATE**



Sheet Number	Sheet Title
C1	COVER SHEET
C2	EQUAL PLAN
C3	SITE PLAN
C4	GRADING & DRAINAGE PLAN
C5	SEWER & WATER PLAN
L1	LANDSCAPE PLAN
PRO1	26' WIDE PRIVATE ROAD
PRO2	26' WIDE PRIVATE ROAD
PRO3	26' WIDE PRIVATE ROAD
PRO4	STORM DRAIN OUTFALL
PRO5	STORM DRAIN OUTFALL
PRO6	EXISTING STORM DRAIN
	OUTFALL



MONTDELLA
PREPARED FOR:
ALAN COTTLE
LOCATED IN:
ALPINE, UTAH

SITE MAP

ENGINEER'S NOTES TO CONTRACTOR

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

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GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

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NOTICE

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

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CONTACTS

ENGINEER:
[Name]
[Address]
[Phone]

CONTRACTOR:
[Name]
[Address]
[Phone]

ARCHITECT:
[Name]
[Address]
[Phone]

SCALE:
1" = 10'

DATE:
[Date]

PROJECT:
[Project Name]

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