

Office of the Davis County Recorder



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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/06/2021 04:05 PM
FEE \$40.00 Pgs: 9
DEP RTT REC'D FOR CS SOUTH DAVIS R
OSE LLC

Recorder
Richard T. Maughan
Chief Deputy
Laile H. Lomax

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A Easement
(Document Type)

08-052-0275
Tax Serial Number(s)



State of Utah
Department of Transportation

Future Cross Access Easement

08-052-0295

This Future Cross Access Easement ("Agreement"), by and between Utah Department of Transportation ("Department") and CW South Davis Rose, 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 CW The Rose, located at 850 N Lagoon Drive in City of Farmington, County of Davis, 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 877 N Main Street; and

WHEREAS, the purpose of the easement is to allow traffic flow between the properties in one access and onto Penelope Court 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: _____

Date: _____ Printed Name: _____

CW South Davis Rose, LLC

Title: Authorized Person

Date: 9/29/21

Printed Name: Darlene Carter



ACKNOWLEDGMENT

State of Utah

County of DAVIS

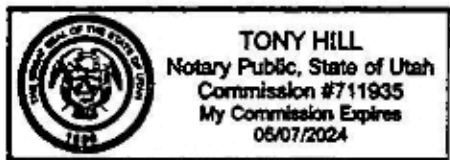
On this 29 day of SEPTEMBER, in the year 2021, before

me, TONY HILL a notary public, personally appeared

DARLENE CARTER, 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.



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

Utah Department of Transportation

Title: Right of Way Control Coordinator




Date: 12-6-2021

Printed Name: Rodger J Generoux

CW South Davis Rose, LLC

Title: Authorized Person



Date: 9/29/21

Printed Name: Darlene Carter

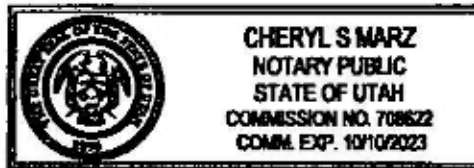
ACKNOWLEDGMENT

State of Utah

County of Weber

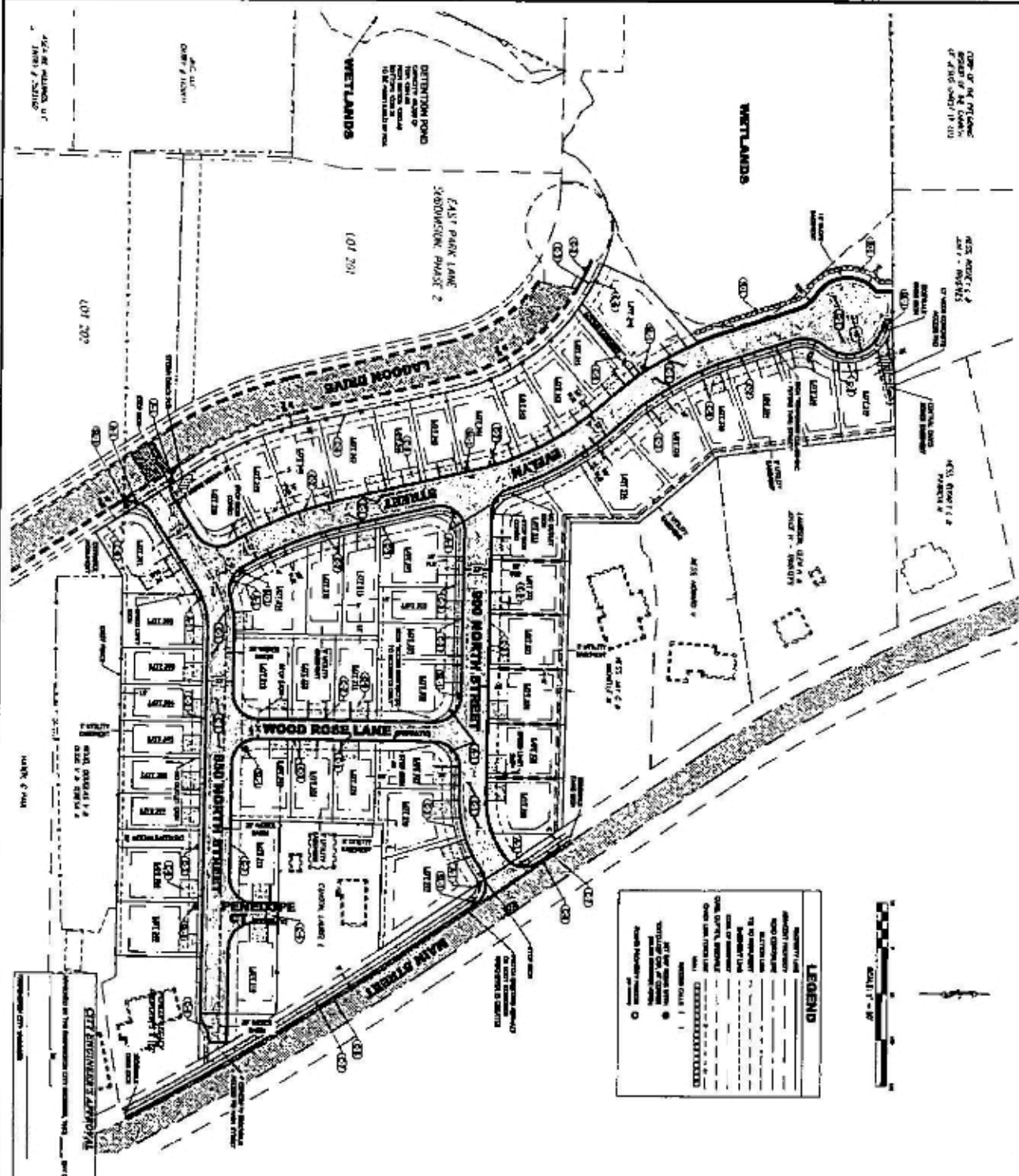
On this 6 day of December, in the year 2021, before me, Cheryl Marz a notary public, personally appeared Rodger Generoux, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged (he/she) executed the same.

Witness my hand and official seal.



Cheryl S Marz

EXHIBIT



LAND TABLE

LOT NO.	ACRES	OWNER	REMARKS
1	0.12
2	0.12
3	0.12
4	0.12
5	0.12
6	0.12
7	0.12
8	0.12
9	0.12
10	0.12
11	0.12
12	0.12
13	0.12
14	0.12
15	0.12
16	0.12
17	0.12
18	0.12
19	0.12
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91	0.12
92	0.12
93	0.12
94	0.12
95	0.12
96	0.12
97	0.12
98	0.12
99	0.12
100	0.12

ACCESSIBLE AREA CONSTRAINTS

THE ACCESSIBLE AREA SHALL BE THE UNIMPAVED SURFACE OF THE DRIVEWAY, WALKWAY, SIDEWALK, OR OTHER SURFACE WHICH IS ACCESSIBLE TO THE PUBLIC AND WHICH IS NOT OTHERWISE RESTRICTED BY ANY OTHER INSTRUMENT.

ALL ACCESSIBLE AREAS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE ADA AND THE ADAAG.

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SYMBOL LEGEND

(S) 10' SETBACK

(E) 5' EASEMENT

(R) 10' RIGHT OF WAY

(C) 5' CURB

(D) 10' DRIVEWAY

(W) 10' WALKWAY

(S) 10' SIDEWALK

(P) 10' PAVEMENT

(G) 10' GRASS

(T) 10' TREE

(L) 10' LOT

(B) 10' BOUNDARY

(M) 10' METEER

(A) 10' AREA

(V) 10' VOLUME

(W) 10' WEIGHT

(H) 10' HEIGHT

(D) 10' DENSITY

(R) 10' RATE

(P) 10' PERCENT

(P) 10' PERIOD

(P) 10' PERMANENT

(T) 10' TEMPORARY

(C) 10' CONDITION

(S) 10' STATUS

(O) 10' OCCUPANCY

(U) 10' USE

(Z) 10' ZONING

(D) 10' DISTRICT

(C) 10' CLASSIFICATION

(S) 10' SUBDIVISION

(P) 10' PHASE

(1) 10' LOT 1

(2) 10' LOT 2

(3) 10' LOT 3

(4) 10' LOT 4

(5) 10' LOT 5

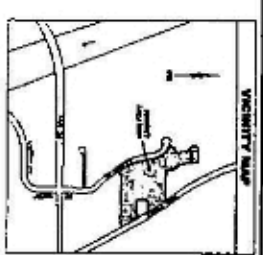
(6) 10' LOT 6

(7) 10' LOT 7

(8) 10' LOT 8

(9) 10' LOT 9

(10) 10' LOT 10



LEGEND

PROPERTY LINE

SETBACK

EASEMENT

RIGHT OF WAY

CURB

DRIVEWAY

WALKWAY

SIDEWALK

PAVEMENT

GRASS

TREE

LOT

BOUNDARY

METEER

AREA

VOLUME

WEIGHT

HEIGHT

DENSITY

RATE

PERCENT

PERIOD

PERMANENT

TEMPORARY

CONDITION

STATUS

OCCUPANCY

USE

ZONING

DISTRICT

CLASSIFICATION

SUBDIVISION

PHASE

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10





CAHOON, LAUREL L
08-052-0162 (ENTRY #3242027)

SCALE 1" = 20'

P.O.B.

LOT 311

LOT 310

PENELOPE COURT
(PRIVATE STREET)
400 WEST STREET

16.0'
20.0'

850 NORTH STREET

LOT 308

LOT 309

PIONEER LEGACY PROPERTIES II LLC
08-054-0114



Entellus
1470 South 600 West
Woods Cross, Utah 84010
Phone 801-298-2236

**THE ROSE PLANNED RESIDENTIAL
UNIT DEVELOPMENT - EASEMENT, PENELOPE CT.**

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, T.3.N,
R.1.W, S.L.B.&M,
FARMINGTON CITY, DAVIS COUNTY, UTAH

DRAWN:
ALI 09/28/2021

PROJECT: 1416003

EASEMENT-1416003.dwg

EXHIBIT

PAGE 1 OF 1



3440763
BK 7899 PG 2242

1470 S 600 W, Woods Cross, UT 84010
(801) 298-2236 www.entellus.com

EASEMENT OVER PENELOPE COURT, A PRIVATE STREET (THE ROSE PLANNED UNIT DEVELOPMENT)

AN EASEMENT SITUATE IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF A TRACT OF LAND CONVEYED IN WARRANTY DEED ENTRY #3242027 (DAVIS COUNTY RECORDER) AND THE EAST LINE OF PENELOPE COURT (A PRIVATE STREET), SAID POINT IS THE NORTHWEST CORNER OF LOT 310 OF THE PROPOSED ROSE PLANNED RESIDENTIAL UNIT DEVELOPMENT, SAID CORNER IS SOUTH 89°07'41" WEST 1,091.83 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 0°52'19" EAST 48.40 FEET FROM A FOUND BRASS CAP WITNESS MONUMENT TO THE EAST QUARTER CORNER OF SAID SECTION 13, AND RUNNING THENCE SOUTH 0°38'03" WEST 25.71 FEET ALONG THE WEST LINE OF SAID LOT 310 TO A 28.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY 43.98 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", CHORD BEARS SOUTH 44°21'57" EAST 39.60 FEET, TO THE NORTHERLY LINE OF 850 NORTH STREET; THENCE NORTH 89°21'57" WEST 80.00 FEET ALONG SAID NORTHERLY LINE TO THE SOUTHERLY LINE OF LOT 311 OF SAID PROPOSED DEVELOPMENT AND TO A 28.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY 43.98 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", CHORD BEARS NORTH 45°38'03" EAST 39.60 FEET; THENCE NORTH 0°38'03" EAST 25.69 ALONG THE EASTERLY LOT LINE TO THE NORTHEAST CORNER OF SAID LOT 311 AND THE SOUTHERLY LINE OF SAID TRACT OF LAND; THENCE SOUTH 89°24'00" EAST 24.00 FEET ALONG SAID SOUTHERLY LINE TO SAID NORTHWEST CORNER OF LOT 310 AND TO THE POINT OF BEGINNING.

