



State of Utah Department of Transportation

13-012-0074
13-030-0003
13-012-0057

E 3446323 B 7915 P 1480-1484
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/29/2021 02:16 PM
FEE \$40.00, FRS: 5

Cross Access Easement

This Cross Access Easement ("Agreement"), by and between TRU E HANES ROAD FOR ROBERTS EDWARDS ("Property Owner") and RHETT REISBECK Rebecca ROBERTS ("Adjacent Property") describes the terms and conditions of access connections in the Utah Department of Transportation ("Department") Right-of-Way.

RECITALS

WHEREAS, Property Owner has received access approval to improve its property identified as Parcel # 13-030-0003, 13-012-0052, located at 1579 E South Weber Drive in City of South Weber, 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 cross access easement on its property to allow for ingress and egress between its property and the adjacent property located at 7406 S. 1550 E.; and

WHEREAS, the purpose of the easement is to allow traffic flow between the properties in one access and onto 1550 East 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 willing to grant a mutual cross access easement at this time to connect the two properties. As required by the Department, the Parties agree to grant an easement as set forth in this Agreement; and

WHEREAS, the attached Exhibit describes the approximate location of the cross access 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, to grant a cross access easement provided that the Adjacent Property likewise grants a similar cross access easement over its property.
- (2) 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 and the Adjacent Property, 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 make 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) The Adjacent Property agrees to maintain the easement area that will be located within its property in a reasonable manner and at its sole expense.
- (8) 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.
- (9) This Agreement to create a cross access easement shall be recorded with the County Recorder's office by the Property Owner.
- (10) **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.

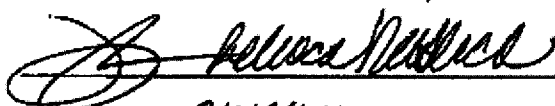


Title: MANAGER

TAKE HOME

Date: 10/10/2021

Printed Name: Robert Edwards



Title: OWNER

Date: 10/13/2021

Printed Name: RHET REISBECK Rebecca Reissbeck

ACKNOWLEDGMENT

State of Utah

County of DAVIS

On this 13 day of OCTOBER, in the year 2021, before

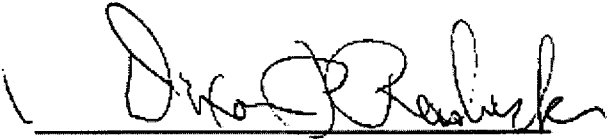
me, DIXON P. REISBECK a notary public, personally appeared

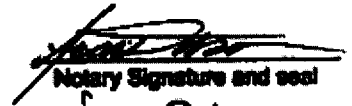
RHET REISBECK Rebecca Reissbeck proved on the basis of satisfactory evidence to be the

person whose name is subscribed to this instrument, and acknowledged (he/she) executed the same.

Witness my hand and official seal.

In the County of Davis, State of Utah,
Subscribed and sworn to before me on 10-10-21.




Notary Signature and seal
for Robert Edwards

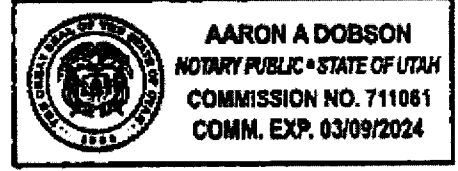
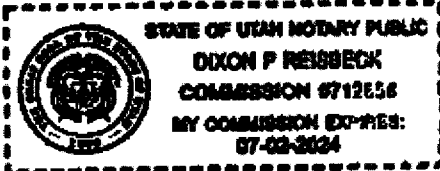
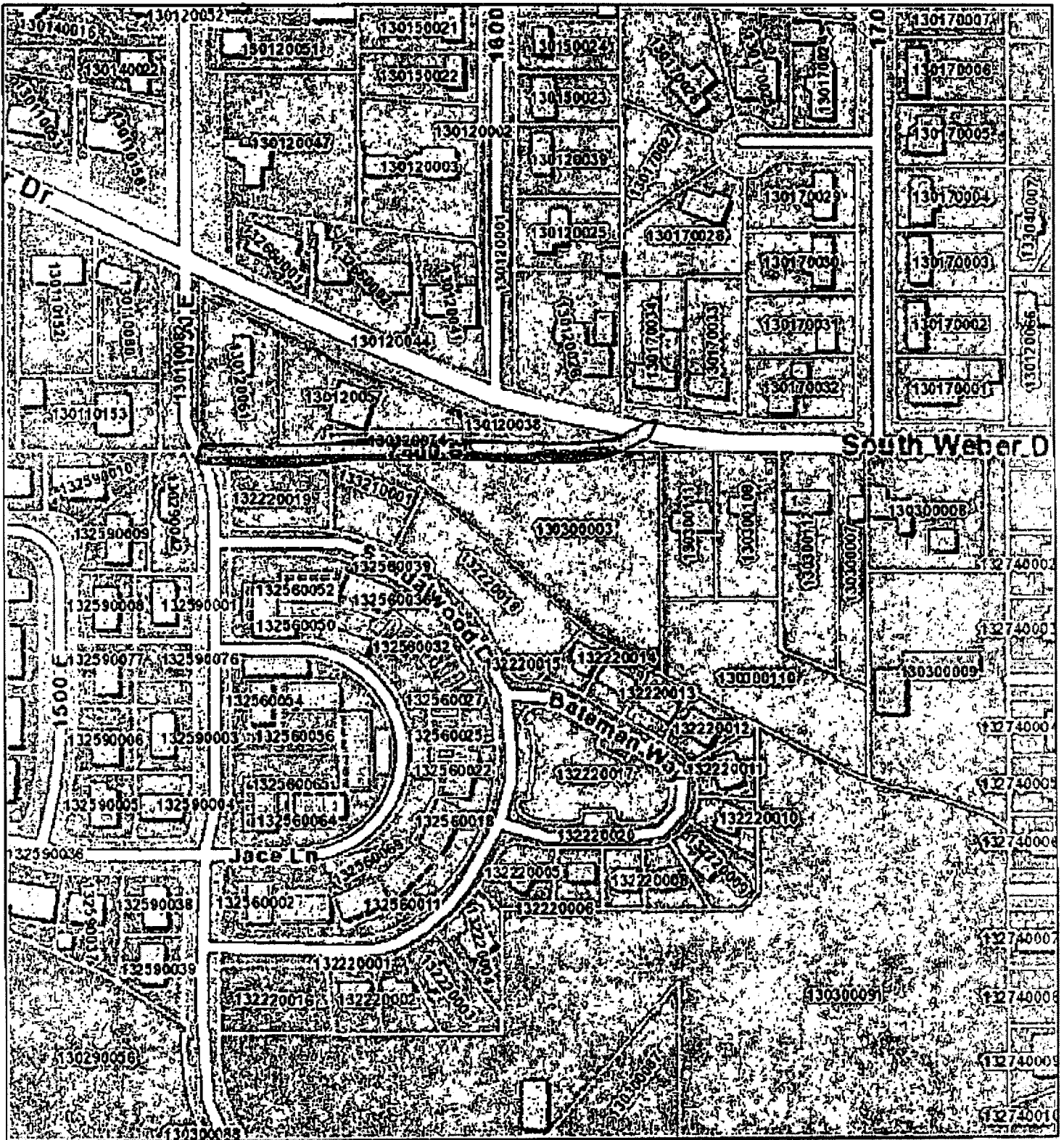
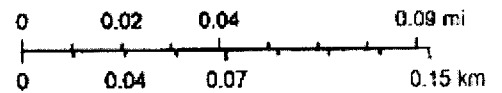


EXHIBIT A

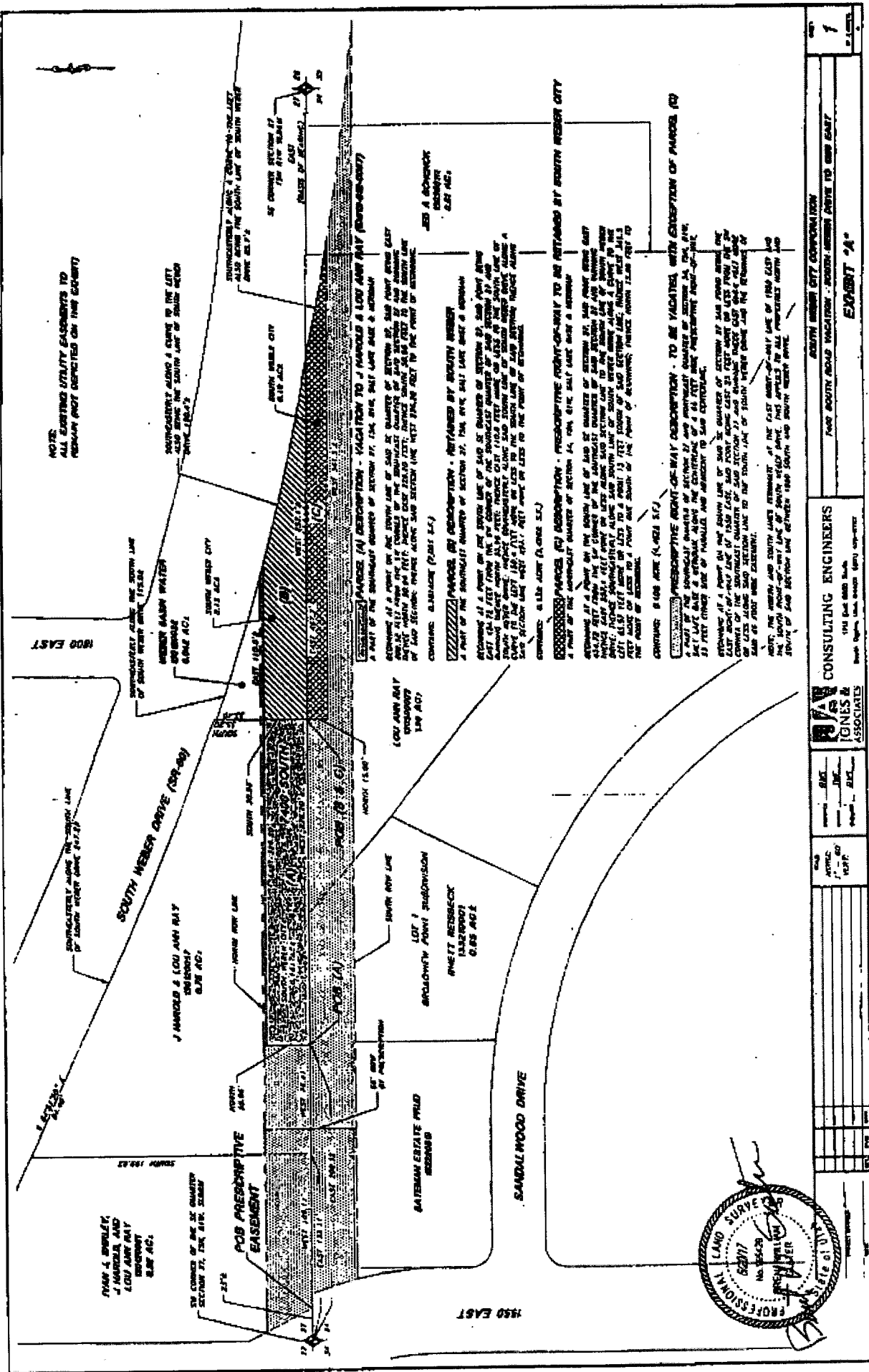


October 11, 2021

1:3,708



[Handwritten signature]



NOTE:
 ALL EXISTING UTILITY EASEMENTS TO
 REMAIN NOT DEPICTED ON THIS EASEMENT

CONTRACTOR SHALL BE RESPONSIBLE FOR
 VERIFYING THE LOCATION AND DEPTH OF ALL
 UTILITIES PRIOR TO CONSTRUCTION.

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DATE	1
BY	JAMES H. JONES
PROJECT	SOUTH WEBER DRIVE TO 1800 EAST
SCALE	AS SHOWN
EXHIBIT	14

CONSULTING ENGINEERS
 JAMES H. JONES & ASSOCIATES
 101 East Main Street
 Salt Lake City, Utah 84111