

WEBER COUNTY PLANNING DIVISION

Administrative Review Meeting Agenda

July 25, 2018
4:00-5:00 p.m.

1. Consideration and action on a request for final approval of Middle Fork Ranches 2nd Amendment, consisting of three lots.
2. Consideration and action on alternative access request to create a private right-of-way as the primary access for a future 1 lot subdivision.
3. Consideration and action on an administrative application for approval of the Pelican Bluff Subdivision 1st Amendment (a 1 lot subdivision).
4. *Adjournment*

The meeting will be held in the Weber County, Breakout Room, in the Weber Center, 1st Floor, 2380 Washington Blvd., Ogden, Utah unless otherwise posted



In compliance with the American with Disabilities Act, persons needing auxiliary services for these meetings should call the Weber County Planning Commission at 801-399-8791



Staff Report for Administrative Approval

Weber County Planning Division

Synopsis

Application Information

Application Request: Consideration and action on a request for final approval of Middle Fork Ranches 2nd Amendment, consisting of three lots.

Type of Decision: Administrative

Agenda Date: Wednesday, July 25, 2018

Applicant: Lance Froerer, Marilyn Froerer, and Dennis and Bonnie Olson

File Number: UVM061818

Property Information

Approximate Address: 7200 E 1450 N, Huntsville

Project Area: 12.88 acres

Zoning: FV-3 and AV-3

Existing Land Use: Residential

Proposed Land Use: Residential

Parcel ID: 21-048-0009, 0011, 0012, 0020

Township, Range, Section: T6N, R2E, Section 6

Adjacent Land Use

North: Residential	South: Residential
East: Residential	West: Residential

Staff Information

Report Presenter: Steve Burton
sburton@co.weber.ut.us
801-399-8766

Report Reviewer: RG

Applicable Ordinances

- Weber County Land Use Code Title 104 (Zones) Chapter 6 (AV-3 Zone)
- Weber County Land Use Code Title 104 (Zones) Chapter 14 (FV-3 Zone)
- Weber County Land Use Code Title 106 (Subdivisions)

Background and Summary

The applicant is requesting final approval of Middle Fork Ranches Subdivision 2nd Amendment, consisting of three lots. The proposed amendment will result in a boundary line adjustment between the three lots. The proposed subdivision and lot configuration are in conformance with the applicable zoning and subdivision requirements as required in the Uniform Land Use Code of Weber County (LUC). The following is a brief synopsis of the review criteria and conformance with the LUC.

Analysis

General Plan: The proposal conforms to the Ogden Valley General Plan by encouraging residential development within the residentially zoned areas.

Zoning: The subject properties are located within both the AV-3 and FV-3 zones.

Lot area, frontage/width and yard regulations: Both the AV-3 and FV-3 zones have a frontage requirement of 150' and a 3 acre minimum area requirement. The proposed boundary line adjustment will leave lots 9 and 12 with enough area and frontage to meet the zoning requirements. Lot 11 was originally platted with 2.50 acres, and is considered non-conforming today. With the proposed changes, lot 11 will become less non-conforming at 2.6 acres and will have 344' of frontage.

As part of the subdivision process, the proposal has been reviewed for compliance with the current subdivision ordinance in LUC §106-1. The proposed subdivision amendment will not create any new public streets. The proposal meets the criteria for "Small Subdivisions", as defined in LUC §101-7, and can be administratively approved per LUC §106-1-5(b)(1).

Culinary water and sanitary sewage disposal: There are no new residential building lots being proposed with the proposed lot line adjustment, as such, there is no need for feasibility letters regarding sewer and water.

Review Agencies: To date, the proposed subdivision has been reviewed by the Planning, Engineering, and Surveyor's Office along with the Weber Fire District. All review agency requirements must be addressed and completed prior to this subdivision being recorded.

Additional Design Standards: A note will be required to be placed on the subdivision plat, prior to recording the mylar, that states that the proposed amended plat is located within a geologic hazards area. Due to the nature of the request, and because existing homes are on each lot, a geologic hazards study is not required for the purposes of a lot line adjustment.

Tax Clearance: There are no outstanding tax payments related to these parcels.

Public Notice: A notice has been mailed not less than ten calendar days before final approval to all property owners of record within 500 feet of the subject property regarding the proposed small subdivision per noticing requirements outlined in LUC §106-1-6.

Staff Recommendations

Staff recommends final approval of Middle Fork Ranches 2nd Amendment, located at approximately 7200 E 1450 N, Huntsville. This recommendation is subject to all review agency requirements and is based on the following conditions:

1. A note stating that the subdivision is located within a geologic hazards area will be required to be placed on the plat prior to recording the final mylar.

This recommendation is based on the following findings:

1. The proposed subdivision conforms to the Ogden Valley General Plan.
2. With the recommended conditions, the proposed subdivision complies with applicable county ordinances.

Administrative Approval

Administrative final approval of Middle Fork Ranches 2nd Amendment is hereby granted based upon its compliance with the Weber County Land Use Code. This approval is subject to the requirements of applicable review agencies and the conditions of approval listed in this staff report.

Date of Administrative Approval: _____

Rick Grover
Weber County Planning Director

Exhibits

- A. Final Subdivision Plat

Area Map 1





Staff Report for Administrative Approval

Weber County Planning Division

Synopsis

Application Information

Application Request: Consideration and action on an alternative access request to create a private right-of-way as the primary access for a future 1 lot subdivision.

Agenda Date: Wednesday, July 25, 2018

Applicant: Clayton B Cook

File Number: AAE 2018-07

Property Information

Approximate Address: 5800 North 2250 East, Liberty

Project Area: 8.48 acres

Zoning: Agricultural Valley (AV-3) Zone

Existing Land Use: Agriculture

Proposed Land Use: Residential/Agriculture

Parcel ID: 16-005-0002, 16-005-0015

Township, Range, Section: T7N, R1W, Section 12

Adjacent Land Use

North: Agricultural/Residential	South: Agricultural/Residential
East: Agricultural/Residential	West: Agricultural/Forest

Staff Information

Report Presenter: Felix Lleverino
 flleverino@co.weber.ut.us
 801-399-8767

Report Reviewer: RG

Applicable Land Use Codes

- Title 104 (Zones) Chapter 6 (Agricultural Valley Zone)
- Title 104 (Zones) Chapter 28 (Ogden Valley Sensitive Lands Overlay District)
- Title 108 (Standards) Chapter 7 (Supplementary and Qualifying Regulations) Section 31 (Access to a lot/parcel using a private right-of-way or access easement)

Background

The applicant is requesting approval to create a private access road to provide access to a future home located on an 8.48-acre lot. If this application for an alternative access by private right-of-way is approved, the owner will apply for a one lot subdivision. The parcel that amounts to 8.48 acres in area and will remain dominantly open farmland. This proposal for access by a private right-of-way will be built along the path of an existing 15-foot irrigation easement that was granted in 1993 to the Church of Jesus Christ of Latter-Day Saints. To accompany the proposal, the applicant has prepared an Easement Agreement between the church and the landowner and an Acknowledgment and Approval of Easement Agreement (see Exhibits D and E).

The alternative access option was created as a means for landowners to provide access over, and across areas that restrict the construction of a standard County 66-foot right-of-way. Alternative access applications should be approved as long as the design standards can be implemented during the subdivision process, and the application meets the criteria in LUC §108-7-31(1)(c) which states:

Based on substantial evidence, it shall be shown that it is unfeasible or impractical to extend a street to serve such a lot/parcel. Financial adversity shall not be considered; however, circumstances that may support an approval of a private right-of-way/access easement as access to a lot/parcel may include but not be limited to unusual soil, topographic, or property boundary conditions.

Analysis

This application has been forwarded to the applicable review agencies and after a thorough review of the applicant's proposal, staff feels that a private right-of-way that will provide access to farmland and one single family dwelling is an appropriate usage of the alternative access option.

If this proposal is approved, the applicant will be required to ensure that the following design standards are met for the private right of way, as outlined in LUC §108-7-29(1):

(1) Design standards.

- a. The flag lot access strip, private right-of-way, or access easement shall be designed and built to a standard approved by the county engineer. The improved road surface does not require hard-surface paving, i.e., concrete or asphalt, but the improvements shall meet the following standards.
- b. The flag lot access strip shall have a minimum width of 20 feet and a maximum width of 30 feet. A private right-of-way or access easement shall have a minimum width of 16 feet and a maximum width of 50 feet. The private right-of-way and access easement width standards may be modified by the Weber Fire District in conjunction with the county engineer on a case-by-case basis.
- c. The improved travel surface of the flag lot access strip, private right-of-way, or access easement shall be a minimum of 12 feet wide if the access serves fewer than five dwellings, and a minimum of 20 feet wide if the access serves five or more dwellings.
- d. The improved road surface of the flag lot access strip, private right-of-way, or access easement shall be capable of supporting a minimum weight of 75,000 pounds.
- e. A turnout measuring at least ten feet by 40 feet shall be provided adjacent to the traveled surface of the flag lot access strip, private right-of-way, or access easement (private access) if the private access is greater than 200 feet in length. The turnout shall be located at the approximate midpoint of the private access if its length is between 200 and 800 feet. If the private access length is greater than 800 feet, turnouts shall be provided at least every 400 feet thereafter. These standards may be modified by the Weber Fire District in conjunction with the county engineer on a case-by-case basis.
- f. The flag lot access strip, private right-of-way, or access easement shall have a maximum grade of ten percent. This standard may be modified by the Weber Fire District in conjunction with the county engineer on a case-by-case basis; however, the maximum grade shall not exceed 15 percent.
- g. The flag lot access strip, private right-of-way, or access easement shall have a minimum vertical clearance of 14.5 feet.
- h. No buildings, structures, or parking areas are allowed within the flag lot access strip, private right-of-way, or access easement.
- i. New bridges, including decking and culverts, shall be capable of supporting a minimum weight of 75,000 pounds. For existing bridges, a currently certified engineer statement of load-bearing capabilities must be submitted to the county engineer and the Weber Fire District for review.
- j. The flag lot access strip, private right-of-way, or access easement shall have a minimum inside travel-way radius of 26 feet, outside travel-way radius of 45 feet, and outside clear zone radius of 50 feet on all curves, particularly switchbacks. The width of the access may need to be increased to accommodate these standards.
- k. Water and sewer lines located within the flag lot access strip, private right-of-way, or access easement require written notification from the agencies providing such services.

(2) Safety standards.

- a. The lot address shall be displayed in a prominently visible location at the street entrance to the flag lot access strip, private right-of-way, or access easement.
- b. A turn-around area shall be provided at the home location to allow firefighting equipment to turn around. This area shall be a year-round surface capable of supporting fire equipment (a minimum inside turning radius of 30 feet and an outside turning radius of not less than 45 feet).
- c. A fire hydrant or other suppression method may be required by the fire district.
- d. A site plan showing the location of the home, any proposed access roads, and driveways, along with the location of and distance to the nearest fire hydrant (if available) shall be submitted to the fire district for review.

- e. Conditions may be imposed by the land use authority to ensure safety, accessibility, privacy, etc., to maintain or improve the general welfare of the immediate area.

(3) *Lot/parcel standards.*

- a. The lot/parcel shall meet all minimum yard and area requirements of the zone in which it is located.
- b. Buildings shall be set back a minimum of 30 feet from the end of the flag lot access strip, private right-of-way, or access easement.
- c. The lot/parcel shall meet the minimum lot width requirement for the zone in which the lot is located at the end of the access strip.
- d. The lot/parcel shall have a flag lot access strip, private right-of-way, or access easement constructed in conformance with subsections (1), (2), and (3) of this section prior to the issuance of land use permits or building permits.

Review Agencies: The Engineering Department will require the applicant to apply for a Stream Alteration Permit with the US Army Corps of Engineers and for the culvert to be designed by a professional engineer. The County Surveyor has stated that you cannot grant an easement to yourself. This issue will be addressed when the land is deeded to Clayton Cook from Liberty at Last LLC, and the agreements corrected accordingly. Weber County Fire District requires a turn around that is in compliance with 108-7-29 (2) (b).

Ephemeral Stream: Ogden Sensitive Lands map indicates the presence of an ephemeral stream that runs through parcel 15 and 2. LUC 104-28-2 prohibits the construction of structures, accessory structures, roads, and parking areas built within the required 50-foot setback from the high water mark of a river or stream.

Ogden Valley North Fork Fault Line: The Weber County Geologic map indicates the presence of a fault line. At the time of subdivision application, the requirement for a geologic reconnaissance will be pertinent.

If approved, compliance with the design, safety standards, and lot/parcel standards has been added as a condition of approval to ensure the standards are met.

In addition to demonstrating compliance with the applicable design and safety standards, the applicant will also be required to file an agreement with the County, in which the applicant agrees to pay a proportionate amount of the costs associated with developing a street if, at any time in the future, the county deems it necessary to have the landowner replace the private right of way/easement with a street that would serve as a required access to additional lots, as outlined in LUC §108-7-31(2)(b).

Staff Recommendation

Staff recommends approval of the application to create a private right-of-way that will provide access to farm ground and a future single-family dwelling based on the following conditions:

1. All County reviewing agency requirements shall be met.
2. At the time of subdivision application, a geologic reconnaissance will be required.
3. The private road shall comply with the design, safety, and parcel/lot standards of the alternative access.
4. The applicant will enter into an alternative access agreement that shall be recorded.

Approval is based on the following findings:

1. Ogden Valley Sensitive Lands Map indicated the presence of an ephemeral stream. A private drive will have less impact to the stream corridor than a County standard public right-of-way.
2. The property owner is willing to enter into an agreement to provide their portion of the area and are willing to pay the proportionate costs associated with constructing a public right-of-way.
3. The immediate plan to apply for a one lot subdivision with one single family dwelling is minimal and does not justify a standard 66-foot right-of-way.

Administrative Approval

Administrative final approval of Cook Alternative Access to create a private road that would serve as an access to farm ground and one single-family dwelling.

Date of Administrative Approval: _____

Rick Grover
Planning Director

Exhibits

- A. Application
- B. Waterline Easement Grant
- C. Map of proposed Easement
- D. Proposed Easement Agreement
- E. Acknowledgment and Approval of Easement Agreement

Property Map



Weber County Alternative Access Application			
Application submittals will be accepted by appointment only. (801) 399-8791, 2380 Washington Blvd. Suite 240, Ogden, UT 84401			
Date Submitted /Completed 6/20/18	Application Fee: \$350.00	Receipt Number (Office Use)	File Number (Office Use)
Application Type			
<input type="checkbox"/> Flag lot access strip <input checked="" type="checkbox"/> Access by Private Right of Way <input type="checkbox"/> Access at a location other than across the front lot line			
Property Owner Contact Information			
Name of Property Owner(s) Liberty At Last LLC		Mailing Address of Property Owner(s) 6244 North Fork Road Liberty, UT 84310	
Phone (801) 347-3550	Fax		
Email Address (required) CarlbcCook@gmail.com		Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	
Authorized Representative Contact Information			
Name of Person Authorized to Represent the Property Owner(s) Clayton B. Cook		Mailing Address of Authorized Person 6275 North Fork Road Liberty, UT 84310	
Phone (801) 395-4240	Fax		
Email Address (required) ClaytonbcCook@gmail.com		Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	
Property Information			
Project Name Cook Access Application	Total Acreage 8.48	Current Zoning AV-3	
Approximate Address 5800 North 2250 East, Liberty	Land Serial Number(s) 16-005-0015, 16-005-0002		
Proposed Use Residence			
Project Narrative Landowner is requesting access to parcel 16-005-0015 in order to subdivide and build a home on that parcel in the near future. The project description and exhibits are attached.			

Access by Private Right of Way

Description of Access and Lot

The basis for this application is to approve the proposed easement access from the public street 5850 North to Parcel # 16-005-0015 (now referred to as Parcel #15). The Landowner is requesting a right of way across Parcel # 16-005-002 (now referred to as Parcel #02). Landowner owns both parcels and plans to subdivide and build a residence on Parcel #15 in the near future. Parcel #02 has historical access and an existing right of way which was recorded on May 21st, 1993 by the Corporation of the Presiding Bishopric of the Church of Jesus Christ of Latter-day Saints (see exhibit 1).

Proposed Right of Way

The proposed right of way would commence with street access from 5850 North, then continue West overlaying the existing easement and the Parcel #02 boundary line for approximately 250 feet, then will terminate with access to Parcel #15. The proposed easement is shown in Exhibit 2 and described in Exhibit 3. The owner of the existing easement, the Corporation of the Presiding Bishopric of the Church of Jesus Christ of Latter-day Saints, has reviewed the proposed easement and is in agreement. Exhibit 4 is an agreement where the church acknowledges and approves of the new easement.



Impracticality of Street Extension

It would be impractical to extend a street to serve Parcel #15 as there is no public need for access except to serve a single residence. Topographic and soil conditions are also a factor as the access descends to a depressed area that is traversed by a stream. The water table in the area surrounding the streambed

rises above ground level creating a marshland during the Winter and Spring months. A street extension would require the relocation of the adjacent pond and significant water flow engineering.

Requested Approval

Please advise if the proposed easement does not meet the required criterion and conditions. Upon county review and approval, the proposed easement and agreement will be recorded. Digital copies of the following exhibits are also available upon request.

Application Exhibits

- Exhibit 1: Waterline Easement Grant, recorded May 21st, 1993 by the Corporation of the Presiding Bishopric of the Church of Jesus Christ of Latter-day Saints
- Exhibit 2: Map of the Proposed Easement
- Exhibit 3: Proposed Easement Agreement
- Exhibit 4: Acknowledgement and Approval of Easement Agreement by Corporation of the Presiding Bishopric of the Church of Jesus Christ of Latter-day Saints
- Exhibit 5: Engineering Survey and Plat Map

Exhibit # 1

when recorded, Mail To:
J. Douglas Mitchell, Esq.
OFFICE OF GENERAL COUNSEL
60 East South Temple, Suite 1800
Salt Lake City, Utah 84111-1004

EH 1227019 BK1664 PG1.182
DOUG CROFTS, WEBER COUNTY RECORDER
21-MAY-93 8:40 AM FEE \$14.00 DEP MH
REC FOR: CHURCH_OF_JESUS_CHRIST

Property No. 533-4012-60

PLATED VERIFIED
ENTERED MICROFILMED

WATERLINE EASEMENT GRANT

16-005-0002-2
SHAW LAND AND LIVESTOCK COMPANY, a Utah general partnership, of 1739 Roper Lane, Grace, Idaho 83241, hereinafter referred to as "Grantor", hereby conveys and grants to CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATER-DAY SAINTS, a Utah corporation sole, with its principal office located at 50 East North Temple Street, Twelfth Floor, Salt Lake City, State of Utah, hereinafter referred to as "Grantee", for the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, an exclusive right of way and easement of fifteen feet (15') in width, for the purpose of providing a waterline to certain real property owned by Grantee and to construct, survey, install, inspect, maintain, operate, repair, alter, remove, replace, protect, and relocate any pipes and equipment related to such waterline in, into, under, through and across the following described real property, which comprises the servient estate of Grantor situated in Weber County, State of Utah;

A strip of land located in Section 12, Township 7 North, Range 1 West Salt Lake Base and Meridian in Weber County, Utah, being a waterline utility easement 15 feet in width, with 7 1/2 feet on each side of the following described centerline: Beginning at a point on the northerly property line of Shaw Land & Livestock Co., which point is South 99.46 feet and West 553.50 feet from the Northeast Corner of Section 12, Township

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7 North, Range 1 West, Salt Lake Base and Meridian; thence running South 25°53'51" East 15 feet to the centerline of the easement; thence South 64°06'09" West 30 feet; thence South 62°30' West 193.0 feet; thence right along an arc with a 495 foot radius a distance of 138.23 feet; thence left along an arc with a 185 foot radius a distance of 250.24 feet; thence South 375 feet, thence right along an arc with a 730 foot radius a distance of 210.22 feet; thence South 16°30' West 250 feet more or less to the southerly property line.

Grantor retains the right to use the above-described easement premises for any purposes not inconsistent with the purposes for which this exclusive right of way and easement for waterline is granted.

Grantee agrees to pay any and all costs, expenses, and damages that may arise from its use of the right of way and easement herein granted to it and to indemnify Grantor from and against all liens, encumbrances, costs, demands, claims or judgments caused by or arising from Grantee's use of the right of way and easement.

Grantee agrees, during the term of the easement, to maintain the easement and right of way above described in good condition, clean and unencumbered by debris and as visually appealing and attractive as the surrounding land, insofar as is practicable.

IN WITNESS WHEREOF, Grantor has executed this Waterline Easement Grant on the 3 day of ~~April~~ ^{March} 1993.

SHAW LAND & LIVESTOCK COMPANY, a Utah General Partnership,

By: Rulon C. Shaw
RULON C. SHAW, General Partner

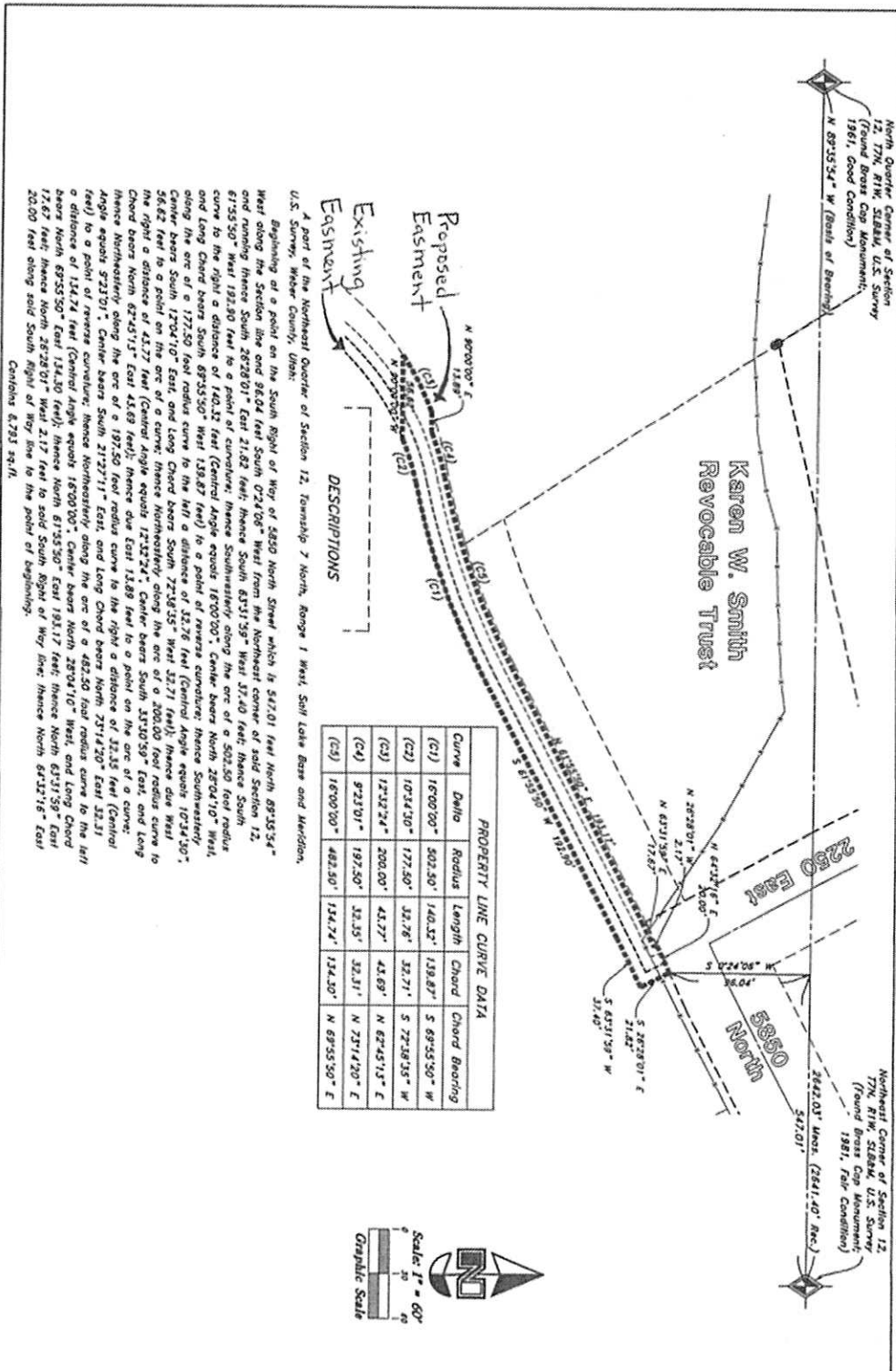
By: Jean B. Shaw
JEAN B. SHAW, General Partner

STATE OF IDAHO)
) : ss
COUNTY OF CARIBOU)

On this 3rd day of May, 1993, personally appeared before me RULON C. SHAW and JEAN B. SHAW, general partners, whose identity is personally known to me or proved to me on satisfactory evidence and who by me duly sworn (or affirmed), did say that they are the general partners of the SHAW LAND & LIVESTOCK COMPANY, and that said document was signed by them in behalf of said general partnership by authority of its charter documents, and said RULON C. SHAW and JEAN B. SHAW, acknowledged to me that said general partnership executed the same.



Rulon C. Shaw
NOTARY PUBLIC
My Commission Expires 10-19-93



A part of the Northeast Quarter of Section 12, Township 7 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Weber County, Utah:

Beginning at a point on the South Right of Way of 5850 North Street which is 547.01 feet North 69°15'54" West along the Section line and 96.04 feet South 0°24'06" West from the Northeast corner of said Section 12, and running thence South 26°28'01" East 21.82 feet; thence South 65°31'59" West 37.40 feet; thence South 67°55'50" West 192.80 feet to a point of curvature; thence Southwesterly along the arc of a 502.50 foot radius curve to the right a distance of 140.32 feet (Central Angle equals 16°00'00"); Center bears North 26°04'10" West, and Long Chord bears South 69°55'50" West 138.87 feet to a point of reverse curvature; thence Southwesterly, along the arc of a 177.50 foot radius curve to the left a distance of 31.78 feet (Central Angle equals 10°14'10"); Center bears South 12°04'10" East, and Long Chord bears South 72°18'15" West 32.71 feet; thence due West 56.82 feet to a point on the arc of a curve; thence Northwesterly along the arc of a 200.00 foot radius curve to the right a distance of 41.27 feet (Central Angle equals 12°12'24"); Center bears South 33°10'59" East, and Long Chord bears North 62°45'15" East 43.69 feet; thence due East 15.89 feet to a point on the arc of a curve; thence Northwesterly along the arc of a 197.50 foot radius curve to the right a distance of 31.35 feet (Central Angle equals 9°23'01"); Center bears South 21°23'11" East, and Long Chord bears North 27°14'20" East 32.31 feet to a point of reverse curvature; thence Northwesterly along the arc of a 482.50 foot radius curve to the left a distance of 134.74 feet (Central Angle equals 16°00'00"); Center bears North 67°55'50" East 134.30 feet; thence North 69°55'50" East 191.17 feet; thence North 67°55'50" East 200.00 feet along said South Right of Way line to the point of beginning.

Catchons 4,793 sq./ft.

GREAT BASIN ENGINEERING INC. Job Name: Cameron Cook - Access Easement Job No: 17N201

Sheet No. EX-1

Exhibit #2

Exhibit #3

Recording Requested By:
Kenyon D. Dove
Smith Knowles, P.C.
2225 Washington Blvd., Ste 200
Ogden, Utah 84401

With a Copy to:
Liberty at Last, LLC
c/o Carl B. Cook, Manager
6244 North Fork Road
Liberty, Utah 84310

Tax Parcel Nos.: 16-005-0002; 16-005-0015

(Above Space for Recorder's Use)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "*Agreement*") is effective as of this _____ day of _____, 2018 (the "*Effective Date*"), by and between LIBERTY AT LAST LLC, a Utah Limited liability company ("*Grantor*"), by and through its Manager, Carl B. Cook, with a principal address of 6244 North Fork Rd., Liberty, Utah 84310, and LIBERTY AT LAST LLC, a Utah Limited liability company ("*Grantee*"), by and through its Manager, Carl B. Cook, with a principal address of 6244 North Fork Rd., Liberty, Utah 84310, Grantor and Grantee may each be individually referred to herein as a "*Party*", or collectively as the "*Parties*".

RECITALS

A. Grantor is the owner of certain real property located in Liberty, Utah ("*Grantor Property*"), Tax ID: 16-005-0002 as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. The Grantee is the owner of certain real property, located in close proximity to Grantor Property (the "*Grantee Property*"), Tax ID: 16-005-0015 as more particularly described on Exhibit B, attached hereto and incorporated herein by this reference.

C. Currently, Grantor and Grantee are the same limited liability company but Liberty at Last, LLC, Grantor/Grantee herein, desires that the respective burdens, benefits, obligations and covenants outlined herein as to the Grantor Property and Grantee Property run with the land and shall

be binding upon the heirs and successors in interest of Grantor/Grantee in the Grantor Property and Grantee Property.

D. The Parties desire to enter into this Agreement in order to provide for a non-exclusive, perpetual utility, construction and right-of-way easement across a specified portion of the Grantor Property for ingress and egress to and from the Grantee Property.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are hereby incorporated as terms of this Agreement by this reference.
2. **Easement Grant.** Grantor hereby conveys, grants and transfers to Grantee and their employees, contractors, agents, family, guests, heirs, successors and/or assigns, a perpetual, non-exclusive utility, construction and right-of-way easement over, across, and under the Easement Area located upon the Grantor Property, the intended location of which is described and illustrated in attached Exhibit "C" referenced above and incorporated herein by this reference. (The rights granted under this Agreement and the location of the intended easement granted under this Agreement are jointly referred to herein as the "Easement") Except as otherwise limited herein, the burdens and benefits of such Easement shall run with the land as to the Grantor Property and the Grantee Property. Without restricting the foregoing, said Easement may be used by Grantees for:
 - a. Ingress and egress to and from the Grantee Property;
 - b. Access to and from the Grantee Property for development and use of the Grantee Property and for public and private services, including but not limited to mail delivery, garbage services, construction services landscaping services and/or snow removal services provided on any portion of the Grantee Property;
 - c. Running, installation and maintenance of utilities, including but not limited to power, water, sewer, telephone, gas, fiber optics, cable and the like to the Grantee Property; and

- d. Maintenance of the Easement Area as required from time to time. (The intended location of the easement is referred to herein as the "Easement Area")

3. **Use and Scope.** The following terms and conditions shall apply to this Easement Agreement:

- a. This Agreement shall become effective upon execution by Grantor and Grantee and shall continue in perpetuity and the burdens and benefits thereof shall run with the land with no merger of title occurring due to current ownership of both the Grantor Property and Grantee Property by the same party.
- b. The above granted Easement may be used for any purpose desired by Grantee, except as otherwise limited herein.
- c. The rights created in this Easement Agreement shall be for the benefit of Grantee and any tenant(s) of buildings located on the Grantee Property and for Grantee's agents, employees, family, guests, successors and/or assigns and Grantees' vendors, suppliers, contractors and sub-contractors, and for a perpetual utility, construction and right-of-way Easement over, across and under the Easement Area for all of the foregoing as well as emergency personnel. The Parties acknowledge that the access road on the Easement Area is not currently a public road and shall not become such.
- d. The Easement shall also be granted and extended to Grantee and to their successors and/or assigns, and to any body politic or corporation authorized to service any utilities located on the Easement Area, the Grantee Property and the Grantor Property.

4. **Grantor's Use of Grantor's Property.** Grantor, their successors and assigns, agree not to prohibit, inhibit or obstruct Grantee's use of the Easement as outlined herein or use the Easement or Easement Area for any purpose without the prior written consent of the Grantee that has the effect of prohibiting, inhibiting or obstructing the Grantee's use of the Easement or Easement Area as outlined herein. No structure or fence may be placed or built by Grantor, their successors or assigns, upon the Easement Area without the prior written consent of the Grantees, their successors or assigns. Specifically, Grantor may not place or build any structure, install any new landscaping, install or remove any fence or change the Easement or Easement Area from its current condition

without the prior written consent of Grantee, except as authorized herein. Grantee shall be entitled, however, to install a compacted road base/gravel road on the Easement Area ("Road"). Said Road is hereby deemed to be installed in accordance with the rights granted unto Grantee, its successors and assigns, hereunder.

5. **Maintenance and Repair.** Grantee shall be responsible for any and all ongoing maintenance of the Easement Area in its current condition and once the Road is constructed on the Easement Area. In the event a Party (Grantor or Grantee or a third party related to either of them and for which they are deemed to be responsible) causes damage to the Easement Area ("Damaging Party"), either intentional for repairs or accidentally, the Damaging Party shall be responsible for either making the necessary repairs to the Easement Area within twenty-four (24) hours or reimbursing the other Party ("Non-Damaging Party"), at the Non-Damaging Party's option and sole discretion, for the actual costs of making the required repairs within thirty (30) days of receipt by the Damaging Party of a written request for reimbursement and an invoice from the Non-Damaging Party. Grantee shall be entitled but not required, in its sole discretion and at its sole expense, to improve the surface of the Easement Area including grading, compacting, installation of pit run, road base and/or gravel or installation of other paving material required for a gravel or road base road on the Easement Area. Grantor may improve the surface of the Easement Area including grading, compacting, installation of pit run, road base and/or gravel or installation of other paving material required for a gravel or road base Road on the Easement Area.
6. **Future Acts.** The Parties shall, at all times, be solely responsible for all acts and/or omissions of their respective contractors, agents, representatives, and employees (collectively, the "*Parties' Representatives,*" and the Parties' Representatives are sometimes referred respectively as their interest may appear as "*Grantor Representatives*" and "*Grantee Representatives*"). All Parties' Representatives shall comply in all respects with the terms, conditions, and provisions of this Agreement. The Parties agree that unless otherwise agreed to by the Parties, all Parties' Representatives who perform any work related to the repair and restoration of the Easement Area shall be licensed and bonded in the State of Utah and be approved by the Parties prior to the

performance of any such work, which approval shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, in an emergency, either Party may immediately perform such work on the Easement Area as may be necessary to alleviate, to the extent possible, any damage which may be occasioned thereby, and in such event the acting Party shall have no liability to the other Party for any such damage that may result therefrom;

7. **Release; Indemnification.** All Grantee Representatives who enter upon Grantor Property pursuant to this Agreement do so at their own risk and the Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easements, Easement Area, Grantor Property and the entry upon Grantor's Property by the Grantee and its agents, employees, servants, contractors and other such parties related to the Grantee. The Grantee further agrees to indemnify Grantor from and against any and all third party liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of (i) the Grantee's use of Grantor's Property and the Easement Area as provided herein.
8. **Equitable Servitude.** The Easements and related rights granted hereunder create an equitable servitude on the Easement Property and constitute a covenant running with the land which shall be binding upon Grantor and Grantee and their respective legal representatives, successors and assigns.
9. **As-Is Condition of Grantor's Property.** The Grantee accepts the Easement Area, including Grantor's Property, and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the Easement Area. Grantor shall have no duty to inspect Grantor's Property and shall have no duty to warn any person of any latent or patent defect, condition or risk that may exist on Grantor's Property, or that might be incurred in the exercise of the easement interests granted herein. Notwithstanding the foregoing, Grantor shall do nothing to obstruct, interfere with, or hinder the Grantee's right of access to the Easement Area for the purposes set forth in this Agreement.

10. **No Third Party Beneficiaries.** With the exception of the parties described herein, it is the intent of the Parties that no third party should obtain any rights from the terms hereof. The only parties to obtain benefit from this Agreement are those to whom the Grantor Property or Grantee Property, or any portion thereof, may be conveyed hereafter and the respective utility companies using the Easement, if applicable, and to which an easement has been specifically granted. The Parties specifically acknowledge that such Easement shall be for the benefit of all portions of the Grantee Property and will be transferred to any grantee(s) who receive(s) title to all or any portion of the Grantee Property.
11. **Disclaimer.** Grantor has no duty or responsibility of any kind to the Grantee or any of the Grantee Representatives with respect to their entry onto, or use of, Grantor's Property. Grantee understands, agrees and acknowledges that Grantor shall not be responsible in any way for the safety, security, or condition of any of the Grantee Representatives, and/or their materials, supplies, vehicles, equipment, or other items used in furtherance of the Grantee's rights, interests, obligations and responsibilities hereunder.
12. **Remedies.** In addition to any and all rights and remedies provided herein, the terms, provisions, rights, benefits, obligations, duties and responsibilities set forth in this Agreement, and any of the requirements contained herein, may be enforced by either Party by an action at law or in equity to include, without limitation, an action for specific performance and/or injunctive relief.
13. **Notices.** Any notice, communication or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person, by registered or certified mail, postage prepaid, return receipt requested, or via overnight courier service, to the address of the respective Party below:

Grantor: Liberty at Last, LLC
Attn: Carl B. Cook, Manager
6244 North Fork Rd.
Liberty, Utah 84310

Grantee: Liberty at Last, LLC
Attn: Carl B. Cook, Manager
6244 North Fork Rd.
Liberty, Utah 84310

The foregoing addresses may be changed in writing from time to time by the respective parties by giving written notice to one another at the addresses listed above.

14. **No Waiver.** Failure of either Party to enforce any of its rights hereunder shall not constitute a waiver of such rights or any other rights hereunder.
15. **Invalidity.** If any provision of this Agreement is held invalid or unenforceable, such provision shall thereupon be deemed modified only to the extent necessary to render the same valid or excused from this Agreement, as the situation may require, and this Agreement shall be enforced and construed as if such provision had been included herein as so modified in scope or applicability or had not been included herein, as the case may be.
16. **Recordation.** This Agreement shall be filed with the Weber County Recorder's Office for recording against the Grantor Property and the Grantee Property. The Agreement shall be recorded only after the CPB Approval (as defined hereinafter) is recorded.
17. **Subordination.** Grantor represents and warrants that as of the date of this Agreement Grantor owns the Grantor Property and Easement Area free and clear of liens and encumbrances. In the event there are senior liens or encumbrances to this Agreement, Grantor agrees to cooperate with Grantee in obtaining a subordination of any such senior encumbrances. Grantor shall be responsible for all reasonable costs associated with obtaining the subordination. Notwithstanding the foregoing, this Agreement shall be subordinate to the following instruments: (i) that certain Waterline Easement Grant dated May 3, 1993 and recorded May 21, 1993 as Entry No. 1227019 in Book 1664, beginning at Page 182 of the official records of the Weber County Recorder, State of Utah ("Waterline Easement"); and (ii) that certain Acknowledgement and Approval of Easement Agreement between Grantor, Grantee, and Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, to be dated and recorded concurrently herewith (the

"CPB Approval"). In the event of any inconsistency between the terms of this Agreement and the CPB Approval, the terms of the CPB Approval shall control.

18. **Termination.** This Agreement and the Easements granted hereby, and all rights, covenants and restrictions herein set forth may not be terminated, extended, modified or amended without the consent of Grantor and Grantee and any such termination, extension, modification or amendment shall be effective only upon recordation in the official records of Weber County, Utah, of a written document effecting the same, duly executed and acknowledged by Grantor and Grantee or their respective heirs, successors in interest or assigns.
19. **Attorney's Fees.** Should any Party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, or for any reasons or in any legal proceedings whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals and re-hearings, and whether or not an action has actually been commenced, the prevailing Party shall be entitled to receive from the non-prevailing Party reimbursement for all reasonable attorney's fees, costs and expenses incurred by the prevailing Party. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.
20. **Warranty of Authority.** The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

[Signatures and Acknowledgements to follow]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement on the date first written above.

GRANTOR:

LIBERTY AT LAST, LLC,
A Utah limited liability company

By: _____
CARL B. COOK
Its: Manager

STATE OF UTAH)
 ss.
COUNTY OF WEBER)

On this _____ day of _____, 2018 personally appeared before me Carl B. Cook known or satisfactorily proved to me to be the Manager of Liberty at Last, LLC, a Utah limited liability company, who acknowledged to me that he signed the foregoing in such capacity and on behalf of said limited liability company.

Notary Public

GRANTEE:

LIBERTY AT LAST, LLC,
A Utah limited liability company

By: _____
CARL B. COOK
Its: Manager

STATE OF UTAH)
 ss.
COUNTY OF WEBER)

On this _____ day of _____, 2018 personally appeared before me Carl B. Cook known or satisfactorily proved to me to be the Manager of Liberty at Last, LLC, a Utah limited liability company, who acknowledged to me that he signed the foregoing in such capacity and on behalf of said limited liability company.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

Parcel 1: 16-005-0002

PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, BEGINNING AT A POINT ON THE SECTION LINE SAID POINT BEING 237.56 FEET SOUTH 0D00'01" WEST FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER AND RUNNING THENCE SOUTH 00D00'01" WEST 1969.26 FEET ALONG THE SECTION LINE TO THE EXTENSION OF A FENCE LINE, THENCE NORTH 49D20'15" WEST 1510.54 FEET ALONG SAID FENCE LINE AND EXTENSION OF SAID LINE, THENCE NORTH 16D55'50" EAST 211.72 FEET TO A POINT OF CURVATURE, THENCE NORTHERLY ALONG THE ARC OF A 715.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 205.91 FEET (CENTRAL ANGLE EQUALS 16D30'00" AND LONG CHORD BEARS NORTH 08D40'50" EAST 205.19 FEET) THENCE NORTH 00D25'50" EAST 375.00 FEET TO A POINT OF CURVATURE THENCE NORTHEASTERLY ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 274.89 FEET (CENTRAL ANGLE EQUALS 78D45'05" AND LONG CHORD BEARS NORTH 39D48'22" EAST 253.76 FEET) TO A POINT OF REVERSE CURVATURE THENCE EASTERLY ALONG THE ARC OF A 480.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 144.49 FEET (CENTRAL ANGLE EQUALS 17D14'49" AND LONG CHORD BEARS NORTH 70D33'31" EAST 143.94 FEET) THENCE NORTH 61D56'00" EAST 193.00 FEET TO THE SOUTHWEST CORNER OF COBBLECREEK PARK SUBDIVISION PHASE 1, IN WEBER COUNTY UTAH THENCE FIVE (5) COURSES ALONG THE SOUTH BOUNDARY LINE OF SAID SUBDIVISION AS FOLLOWS: (1) NORTH 64D32'16" EAST 66.07 FEET (2) NORTH 61D56'07" EAST 114.10 FEET TO A POINT OF NONTANGENT CURVATURE OF WHICH THE RADIUS POINT LIES SOUTH 28D03'51" EAST (3) EASTERLY ALONG THE ARC OF A 240.02 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 119.23 FEET (CENTRAL ANGLE EQUALS 28D27'42" AND LONG CHORD BEARS NORTH 76D10'01" EAST 118.01 FEET) (4) SOUTH 89D36'08" EAST 126.26 FEET TO A POINT OF NONTANGENT CURVATURE OF WHICH THE RADIUS POINT LIES NORTH 00D23'48" EAST AND (5) EASTERLY ALONG THE ARC OF A 160.33 FEET RADIUS CURVE TO THE LEFT A DISTANCE OF 4.95 FEET (CENTRAL ANGLE EQUALS 01D46'13" AND LONG CHORD BEARS NORTH 89D30'41" EAST 4.95 FEET) THENCE DUE SOUTH 238.51 FEET THENCE DUE EAST 175.78 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING: A PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, BEGINNING AT A POINT WHICH IS SOUTH 399.7 FEET AND WEST 924.6 FEET FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION THENCE NORTH 100 FEET, THENCE EAST 150 FEET THENCE SOUTH 100 FEET THENCE WEST 150 FEET TO THE POINT OF BEGINNING. SUBJECT TO BOUNDARY LINE AGREEMENT (E# 2855583)

CONTAINING 38.816 ACRES, MORE OR LESS

EXHIBIT B

LEGAL DESCRIPTION OF THE GRANTEE PROPERTY

Parcel 2: 16-005-0015

PART OF THE NORTHEAST QUARTER OF SECTION 12, AND THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, BEGINNING AT THE NORTHWEST CORNER OF LOT 26, COBBLE CREEK PARK SUBDIVISION PHASE 1, IN WEBER COUNTY UTAH, SAID POINT BEING 1056.92 FEET NORTH 89D35'54" WEST ALONG THE SECTION LINE AND 105.70 FEET NORTH 00D24'06" EAST FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER AND RUNNING THENCE SOUTH 32D38'56" EAST 411.80 FEET ALONG THE WEST LINE OF SAID SUBDIVISION AND SAID WEST LINE EXTENDED TO A POINT OF NON-TANGENT CURVATURE OF WHICH THE RADIUS POINT LIES NORTH 17D27'49" WEST THENCE WESTERLY ALONG THE ARC OF A 480.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 55.67 FEET (CENTRAL ANGLE EQUALS 06D38'44" AND LONG CHORD BEARS SOUTH 75D51'33" WEST 55.64 FEET) TO A POINT OF REVERSE CURVATURE THENCE SOUTHWESTERLY ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 274.89 FEET (CENTRAL ANGLE EQUALS 78D45'05" AND LONG CHORD BEARS SOUTH 39D48'22" WEST 253.76 FEET) THENCE SOUTH 00D25'50" WEST 120.31 FEET THENCE NORTH 84D18'33" WEST 589.53 FEET, THENCE NORTH 14D08'25" EAST 358.18 FEET, THENCE NORTH 75D58'37" WEST 10.58 FEET, THENCE NORTH 13D54'36" EAST 280.04 FEET TO THE SOUTH BOUNDARY LINE OF SERENITY HILLS SUBDIVISION, IN WEBER COUNTY, UTAH THENCE THREE (3) COURSES ALONG SAID SOUTH BOUNDARY LINE AS FOLLOWS (1) SOUTH 89D35'10" EAST 83.32 FEET (2) SOUTH 65D16'47" EAST 243.84 FEET AND (3) NORTH 53D30'16" EAST 164.71 FEET TO THE POINT OF BEGINNING. SUBJECT TO BOUNDARY LINE AGREEMENT (E# 2855583)

CONTAINING 8.388 ACRES, MORE OR LESS

EXHIBIT C

LEGAL DESCRIPTION OF THE EASEMENT AREA

A PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY OF 5850 NORTH STREET WHICH IS 547.01 FEET NORTH 89°35'54" WEST ALONG THE SECTION LINE AND 96.04 FEET SOUTH 0°24'06" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 12, AND RUNNING THENCE SOUTH 26°28'01" EAST 21.82 FEET; THENCE SOUTH 63°31'59" WEST 37.40 FEET; THENCE SOUTH 61°55'50" WEST 192.90 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 502.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 140.32 FEET (CENTRAL ANGLE EQUALS 16°00'00", CENTER BEARS NORTH 28°04'10" WEST, AND LONG CHORD BEARS SOUTH 69°55'50" WEST 139.87 FEET) TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 177.50 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 32.76 FEET (CENTRAL ANGLE EQUALS 10°34'30", CENTER BEARS SOUTH 12°04'10" EAST, AND LONG CHORD BEARS SOUTH 72°38'35" WEST 32.71 FEET); THENCE DUE WEST 56.62 FEET TO A POINT ON THE ARC OF A CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 43.77 FEET (CENTRAL ANGLE EQUALS 12°32'24", CENTER BEARS SOUTH 33°30'59" EAST, AND LONG CHORD BEARS NORTH 62°45'13" EAST 43.69 FEET); THENCE DUE EAST 13.89 FEET TO A POINT ON THE ARC OF A CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A 197.50 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 32.35 FEET (CENTRAL ANGLE EQUALS 9°23'01", CENTER BEARS SOUTH 21°27'11" EAST, AND LONG CHORD BEARS NORTH 73°14'20" EAST 32.31 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 482.50 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 134.74 FEET (CENTRAL ANGLE EQUALS 16°00'00", CENTER BEARS NORTH 28°04'10" WEST, AND LONG CHORD BEARS NORTH 69°55'50" EAST 134.30 FEET); THENCE NORTH 61°55'50" EAST 193.17 FEET; THENCE NORTH 63°31'59" EAST 17.67 FEET; THENCE NORTH 26°28'01" WEST 2.17 FEET TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 64°32'16" EAST 20.00 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

CONTAINS 8,793 SQ. FT.

Exhibit # 4

WHEN RECORDED, RETURN TO:
 Corporation of the Presiding Bishop of
 The Church of Jesus Christ of Latter-day Saints
 Attn: Real Estate Services Division
 50 East North Temple Street, 12th Floor
 Salt Lake City, UT 84150-0012

WITH A COPY TO:
 Liberty at Last, LLC
 c/o Carl B. Cook, Manager
 6244 North Fork Road
 Liberty, Utah 84130

Tax Parcel No. 16-005-0002

(Space Above for Recorder's Use Only)

ACKNOWLEDGEMENT AND APPROVAL OF EASEMENT AGREEMENT

[PN: 533-4012]

THIS ACKNOWLEDGEMENT AND APPROVAL OF EASEMENT AGREEMENT (this "Agreement") is executed this ___ day of _____ 2018, by and between CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("CPB"), LIBERTY AT LAST, LLC, a Utah limited liability company ("Grantor"), and LIBERTY AT LAST, LLC, a Utah limited liability company ("Grantee"), in contemplation of the following facts and circumstances:

A. CPB is the owner of certain real property located in Liberty, Utah, with the Tax Parcel No. 16-005-0008 ("CPB Property").

B. Grantor is the owner of certain real property located in Liberty, Utah, with the Tax Parcel No. 16-005-0002, as more particularly described in Exhibit A attached hereto and incorporated herein ("Liberty East Property").

C. Grantee is the owner of certain real property located in Liberty, Utah, with the Tax Parcel No. 16-005-0015 ("Liberty West Property").

D. CPB is a party to that certain Waterline Easement Grant dated May 3, 1993 and recorded May 21, 1993 as Entry No. 1227019 in Book 1664, beginning at Page 182 of the official records of the Weber County Recorder, State of Utah ("Waterline Easement"), wherein CPB is granted an exclusive right of way and easement in, into, under, through and across a portion of the Liberty East Property for the purpose of providing a waterline to the CPB Property.

E. Grantor, desires to grant a perpetual, non-exclusive utility, construction and right-of-way easement over, across, and under a portion of the Liberty East Property to Grantee for the

ingress and egress to and from the Liberty West Property, attached hereto and incorporated herein as Exhibit B ("Liberty Easement").

F. The portion of the Liberty East Property to be encumbered by the Liberty Easement is the same portion of the Liberty East Property already exclusively encumbered by the Waterline Easement.

G. CPB, Grantor, and Grantee have agreed to the granting of the Liberty Easement pursuant to the terms of this Agreement and now desire to set forth such agreement in writing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference as substantive provision of this Agreement and not mere recitals.

2. Acknowledgment and Consent to Liberty Easement. CPB hereby acknowledges that the Liberty Easement shall encumber certain portions of the Liberty East Property to which CPB has a prior exclusive right of way and easement. CPB hereby approves the granting and recording of the Liberty Easement. Notwithstanding the foregoing, the rights related to the Waterline Easement and any other rights CPB holds as to the Easement Area (as defined in the Liberty Easement) shall not be inhibited or restricted by the granting of the Liberty Easement.

3. No Interference. The use of the Easement Area in accordance with the terms of the Liberty Easement shall not unreasonably interfere with the use of the CPB Property. The Grantor or Grantee, or their successors or assigns may not construct any buildings or other permanent structures within the Easement Area. Notwithstanding the foregoing, Grantor or Grantee may construct, operate, maintain and repair an access drive and landscaping within the Easement Area.

4. Maintenance and Repairs. Grantor and/or Grantee, as agreed to by Grantor and Grantee in a separate agreement, at its/their sole cost and expense, shall maintain and repair any and all improvements installed in accordance with the terms of the Liberty Easement in good order and condition. Grantor and/or Grantee, as applicable, shall be responsible, at its/their sole cost and expense, to make any reasonably necessary repairs to the waterline used by CPB pursuant to the Waterline Easement caused by Grantor, Grantee, or any of their agents, and shall restore the Easement Area and any improvements therein or thereon to the same or better condition as such existed prior to any entry onto or work performed on the Easement Area by Grantor, Grantee, or their agents. Any maintenance or repair work shall be done in a good and workmanlike manner, free and clear of all liens, and in a diligent and timely manner. Any maintenance or repair work shall be done in a manner to minimize any interference with the operation of the CPB Property. Furthermore, in the event CPB requires the maintenance, repair, replacement, or other work on the waterline used by CPB pursuant to the Waterline Easement, CPB will use good faith efforts to not disturb or damage the improvements constructed by Grantor and/or Grantee within Easement Area; provided however, should it be reasonably necessary to disturb, remove, or damage said improvements, CPB will have the right to do so,

without any liability to Grantor and/or Grantee, and Grantor and/or Grantee will be obligated to restore said improvements to a condition that existed prior to CPB's work.

5. Release/Indemnification. Grantor and Grantee hereby release CPB from any and all liability relating to damages to, or maintenance and repair of, the improvements constructed by Grantor and/or Grantee within the Easement Area, unless caused by CPB's gross negligence or intentional acts. Grantor and/or Grantee, as applicable, and its/their agents agree to indemnify, defend and hold harmless CPB, and any entity controlling, controlled by or under control with CPB ("Affiliates"), and its Affiliates' officers, directors, employees, managers, members, agents, and servants from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage ("Claims") caused by or arising out of (i) the acts and omissions of the CPB and its Agents; (ii) the use of the Easement Area by CPB and its Agents; and (iii) any work performed in or on the Easement Area by CPB or its successors or assigns, and its Agents. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement.

6. No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift, conveyance or dedication, or consent or approval of such, of the fee title to any portion of the Liberty East Property or Easement Area to or for the general public or for any public purposes whatsoever. It is the intention of this Agreement that this Agreement be strictly limited to granting the Liberty Easement for the purposes and to the parties expressed herein.

7. Modification; Assignment. This Agreement may be terminated, extended, modified or amended only upon proper recordation of a written document evidencing the same, executed and acknowledged by CPB, Grantor, and Grantee. This Agreement shall not be assignable by Grantor or Grantee without the prior written consent of CPB approving such assignment, with such consent being granted within CPB's sole and absolute discretion.

8. Superiority; Inconsistencies. This Agreement shall be superior to the Liberty Easement, and except as provided herein the Liberty Easement shall be subordinate to the Waterline Easement and this Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of the Liberty Easement, the terms of this Agreement shall control.

9. Recordation. This Agreement shall be recorded with the Weber County Recorder's Office prior to the recordation of the Liberty Easement.

10. Authorization. The individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of CPB to execute and deliver this Agreement in the capacity and for CPB and that as a result of his/her signature, this Agreement shall be binding upon CPB.

11. Counterparts; Signatures. The parties hereto may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same Agreement. Copied or electronically or facsimile transmitted signatures of an original signature shall be treated for all purposes as an original signature. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by



law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

[Signature and Acknowledgment to Follow]



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CPB: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By: _____
Name: _____
Its: Authorized Agent

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this ____ day of _____, 2018 personally appeared before me _____, personally known to me to be an Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for the CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

Notary Public for the State of Utah

GRANTOR: LIBERTY AT LAST, LLC,
a Utah limited liability company

By: _____
Name: Carl B. Cook
Its: Manager

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Carl B. Cook, the Manager of LIBERTY AT LAST, LLC, a Utah limited liability company.

Notary Public

GRANTEE: LIBERTY AT LAST, LLC,
a Utah limited liability company

By: _____
Name: Carl B. Cook
Its: Manager

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Carl B. Cook, the Manager of LIBERTY AT LAST, LLC, a Utah limited liability company.

Notary Public

EXHIBIT A

(Legal Description of the Liberty East Property)

Parcel 1: 16-005-0002

PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, BEGINNING AT A POINT ON THE SECTION LINE SAID POINT BEING 237.56 FEET SOUTH 0D00'01" WEST FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER AND RUNNING THENCE SOUTH 00D00'01" WEST 1969.26 FEET ALONG THE SECTION LINE TO THE EXTENSION OF A FENCE LINE, THENCE NORTH 49D20'15" WEST 1510.54 FEET ALONG SAID FENCE LINE AND EXTENSION OF SAID LINE, THENCE NORTH 16D55'50" EAST 211.72 FEET TO A POINT OF CURVATURE, THENCE NORTHERLY ALONG THE ARC OF A 715.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 205.91 FEET (CENTRAL ANGLE EQUALS 16D30'00" AND LONG CHORD BEARS NORTH 08D40'50" EAST 205.19 FEET) THENCE NORTH 00D25'50" EAST 375.00 FEET TO A POINT OF CURVATURE THENCE NORTHEASTERLY ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 274.89 FEET (CENTRAL ANGLE EQUALS 78D45'05" AND LONG CHORD BEARS NORTH 39D48'22" EAST 253.76 FEET) TO A POINT OF REVERSE CURVATURE THENCE EASTERLY ALONG THE ARC OF A 480.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 144.49 FEET (CENTRAL ANGLE EQUALS 17D14'49" AND LONG CHORD BEARS NORTH 70D33'31" EAST 143.94 FEET) THENCE NORTH 61D56'00" EAST 193.00 FEET TO THE SOUTHWEST CORNER OF COBBLECREEK PARK SUBDIVISION PHASE 1, IN WEBER COUNTY UTAH THENCE FIVE (5) COURSES ALONG THE SOUTH BOUNDARY LINE OF SAID SUBDIVISION AS FOLLOWS: (1) NORTH 64D32'16" EAST 66.07 FEET (2) NORTH 61D56'07" EAST 114.10 FEET TO A POINT OF NONTANGENT CURVATURE OF WHICH THE RADIUS POINT LIES SOUTH 28D03'51" EAST (3) EASTERLY ALONG THE ARC OF A 240.02 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 119.23 FEET (CENTRAL ANGLE EQUALS 28D27'42" AND LONG CHORD BEARS NORTH 76D10'01" EAST 118.01 FEET) (4) SOUTH 89D36'08" EAST 126.26 FEET TO A POINT OF NONTANGENT CURVATURE OF WHICH THE RADIUS POINT LIES NORTH 00D23'48" EAST AND (5) EASTERLY ALONG THE ARC OF A 160.33 FEET RADIUS CURVE TO THE LEFT A DISTANCE OF 4.95 FEET (CENTRAL ANGLE EQUALS 01D46'13" AND LONG CHORD BEARS NORTH 89D30'41" EAST 4.95 FEET) THENCE DUE SOUTH 238.51 FEET THENCE DUE EAST 175.78 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING: A PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, BEGINNING AT A POINT WHICH IS SOUTH 399.7 FEET AND WEST 924.6 FEET FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION THENCE NORTH 100 FEET, THENCE EAST 150 FEET THENCE SOUTH 100 FEET THENCE WEST 150 FEET TO THE POINT OF BEGINNING. SUBJECT TO BOUNDARY LINE AGREEMENT (E# 2855583)

CONTAINING 38.816 ACRES, MORE OR LESS

Exhibit A

4825-0826-2759



Staff Report for Administrative Subdivision Approval

Weber County Planning Division

Synopsis

Application Information

Application Request:	Consideration and action on an administrative application for approval of the Pelican Bluff Subdivision 1 st Amendment (a one lot subdivision).
Type of Decision	Administrative
Agenda Date:	Wednesday, July 25, 2018
Applicant:	Shawn Clegg
File Number:	UVP 051418

Property Information

Approximate Address:	5405 E 2200 N Eden, Utah 84310
Project Area:	3 acres
Zoning:	Agricultural Valley (AV-3) Zone
Existing Land Use:	Vacant agricultural
Proposed Land Use:	Residential
Parcel ID:	22-264-0001
Township, Range, Section:	T7N, R1E, Section34

Adjacent Land Use

North:	Residential/ Agricultural	South:	Residential/ Agricultural
East:	Commercial/Agricultural	West:	Residential/ Agricultural

Staff Information

Report Presenter:	Felix Lleverino fleverino@co.weber.ut.us 801-399-8767
Report Reviewer:	RG

Applicable Ordinances

- Title 101 (General Provisions) Chapter 1 Section 7 (Definitions)
- Title 104 (Zones) Chapter 6 (AV-3 Zone)
- Title 106 (Subdivisions)
- Title 108 (Standards) Chapter 18 (Drinking Water Source Protection Zones)

Background and Summary

The applicant is requesting approval for a one-lot subdivision amendment to Pelican Bluff Subdivision. This proposal would reconfigure the shape of lot 1 while maintaining the required minimum lot width and area. In compliance with Weber County Subdivision Code. The applicant is required to vacate the remaining portion of lot 1 in order to avoid creating an illegal lot. The vacation of the remaining portion of lot 1 of Pelican Bluff Subdivision is a legislative action therefore required to be executed by ordinance that will be taken before the County Commission for approval. In successive order the following documents will be recorded to avoid creating an illegal division:

1. Pelican Bluff Subdivision 1st Amendment plat will be recorded.
2. The ordinance to vacate a portion of lot 2 of Pelican Bluff Subdivision will be recorded.
3. A deed will be recorded that will bring the remaining portion of lot 1 into the adjacent property to the East.

As part of the subdivision process, the proposal has been reviewed against the current subdivision ordinance in Title 106, and the development standards in the AV-3 zone in LUC §104-6-6. The proposed subdivision amendment is in conformance with county code.

Analysis

General Plan: The Ogden Valley General Plan encourages residential and agricultural development within specified zones.

Zoning: The property is located in the AV-3 Zone. The purpose of this zone is stated in the LUC §104-6-1.

"The purpose of the AV-3 Zone is to designate farm areas, which are likely to undergo a more intensive urban development, to set up guidelines to continue agricultural pursuits, including the keeping of farm animals, and to direct orderly low-density residential development in a continuing rural environment."

Lot Area, Frontage Width and Yard Regulations: Lot 3 of Pelican Bluff Subdivision 1st Amendment is proposed to be a three-acre lot with 216 feet of frontage along 2200 North. The proposal meets minimum lot area and lot width of the AV-3 Zone.

Small Subdivision: The LUC §101-1-7 defines a "Small Subdivision" as "An amended subdivision consisting of five (5) or fewer lots and for which no streets will be created or realigned." This subdivision amendment consists of one lot and no streets are being created or realigned; therefore, the proposal meets the definition of a "Small Subdivision" and can be forwarded to the Planning Director as a "Small Subdivision."

Culinary Water: Eden Water Works Company will provide culinary water for this proposal.

Secondary Water: Eden Irrigation Company will provide secondary water to this subdivision.

Sanitary System: The Health Department has approved the placement of an on-site septic system.

Review Agencies: The applicable County reviewing agencies have posted reviews to this proposal. Comments from Surveying, Engineering, and Planning Departments are minimal and can be adequately addressed prior to the recording of the Mylar.

Subdivision Vacation: Pelican Bluff Subdivision 1st Amendment does not cover the entire original subdivision, thereby leaving a remainder parcel that will be vacated by ordinance (see Exhibit D). This vacation is a legislative action thereby requiring approval from the County Commission.

Tax Clearance: There is no record of past delinquent tax history and no outstanding tax bills on this parcel.

Public Notice: Noticing requirements, according to LUC 106-1-6(c), have been met by mailing notices out to all property owners of record within 500 feet of the subject property.

Staff Recommendations

Staff recommends final plat approval of Pelican Bluff Subdivision 1st Amendment a one lot subdivision. This recommendation for approval is subject to all applicable review agency requirements and is based on the following conditions:

1. The vacation ordinance shall be recorded at the time of recording the final Mylar.
2. A deed will be recorded that will bring the remaining portion of lot 1 into the adjacent property to the East.

This recommendation is based on the following findings:

1. The proposed subdivision conforms to the Ogden Valley General Plan.
2. The proposed subdivision complies with the applicable County ordinances.

Administrative Approval

Administrative final approval of Pelican Bluff Subdivision 1st Amendment is hereby granted based upon its compliance with the Weber County Land Use Code. This approval is subject to the requirements of applicable review agencies and the conditions of approval listed in this staff report.

Date of Administrative Approval: _____

Rick Grover
Weber County Planning Director

Exhibits

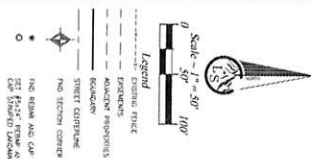
- A. Proposed Pelican Bluff Subdivision 1st Amendment Plat
- B. Original Pelican Bluff Subdivision Plat
- C. Recorders Plat
- D. Vacating Ordinance

Area Map



PELICAN BLUFF SUBDIVISION 1ST AMENDMENT

PART OF THE SE 1/4 OF SECTION 34 TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
WEBER COUNTY, UTAH - FEBRUARY 2018



- Legend**
- EXISTING RIGHT
 - - - - - ADJACENT PROPERTIES
 - EXISTING RIGHT
 - EXISTING RIGHT
 - ◆ STREET CENTERLINE
 - ◆ NO TYPICAL CORNER
 - ◆ INS. BEAMS AND LAP
 - ◆ SET POINT - BEAM AND
 - ◆ SET STANDARD UNBOLTED



BEIRER ASSOCIATES, PLLC, BEIRER ASSOCIATES, PLLC
PLANNERS AND ARCHITECTS
1500 West Center Street, Suite 200
Ogden, Utah 84401
(435) 788-2000
www.beirer.com

BEIRER COUNTY PLANNING COMMISSION APPROVAL
This is to certify that the above and was approved by the Beirer County Planning Commission on February 27, 2018.

BEIRER COUNTY ATTORNEY
This is to certify that the above and was approved by the Beirer County Attorney on February 27, 2018.

BEIRER COUNTY SURVEYOR
This is to certify that the above and was approved by the Beirer County Surveyor on February 27, 2018.

BEIRER COUNTY ACCEPTANCE
This is to certify that the above and was approved by the Beirer County on February 27, 2018.

BEIRER COUNTY PLANNING COMMISSION APPROVAL
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BEIRER COUNTY ACCEPTANCE
This is to certify that the above and was approved by the Beirer County on February 27, 2018.

Submittal Requirements:

1. Two (2) copies of the proposed plan in accordance with the rules and regulations of the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

2. Payment of the application fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

3. Payment of the recording fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

4. Payment of the advertising fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

5. Payment of the publication fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

6. Payment of the filing fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

7. Payment of the recording fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

8. Payment of the advertising fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

9. Payment of the publication fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

10. Payment of the filing fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

11. Payment of the recording fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

12. Payment of the advertising fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

13. Payment of the publication fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

14. Payment of the filing fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

15. Payment of the recording fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

16. Payment of the advertising fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

17. Payment of the publication fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

18. Payment of the filing fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

19. Payment of the recording fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

20. Payment of the advertising fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

21. Payment of the publication fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

22. Payment of the filing fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

23. Payment of the recording fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

24. Payment of the advertising fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

25. Payment of the publication fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

26. Payment of the filing fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

27. Payment of the recording fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

28. Payment of the advertising fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

29. Payment of the publication fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

30. Payment of the filing fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

31. Payment of the recording fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

32. Payment of the advertising fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

33. Payment of the publication fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

34. Payment of the filing fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

35. Payment of the recording fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

36. Payment of the advertising fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

37. Payment of the publication fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

38. Payment of the filing fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

39. Payment of the recording fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

40. Payment of the advertising fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

41. Payment of the publication fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

42. Payment of the filing fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

43. Payment of the recording fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

44. Payment of the advertising fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

45. Payment of the publication fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

46. Payment of the filing fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

47. Payment of the recording fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

48. Payment of the advertising fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

49. Payment of the publication fee of \$100.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

50. Payment of the filing fee of \$10.00 to the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

OWNER'S DECLARATION

I, the undersigned owner of the above described land, do hereby certify that the proposed subdivision is in accordance with the provisions of the Utah Subdivision Map Act and the rules and regulations of the State of Utah, Department of Hereditary Affairs, Division of Land and Survey. I hereby declare that the proposed subdivision is in accordance with the provisions of the Utah Subdivision Map Act and the rules and regulations of the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

Signed: _____
Date: _____

BEIRER COUNTY PLANNING COMMISSION APPROVAL

I, the undersigned Beirer County Planning Commissioner, do hereby certify that the proposed subdivision is in accordance with the provisions of the Utah Subdivision Map Act and the rules and regulations of the State of Utah, Department of Hereditary Affairs, Division of Land and Survey. I hereby declare that the proposed subdivision is in accordance with the provisions of the Utah Subdivision Map Act and the rules and regulations of the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

Signed: _____
Date: _____

BEIRER COUNTY SURVEYOR APPROVAL

I, the undersigned Beirer County Surveyor, do hereby certify that the proposed subdivision is in accordance with the provisions of the Utah Subdivision Map Act and the rules and regulations of the State of Utah, Department of Hereditary Affairs, Division of Land and Survey. I hereby declare that the proposed subdivision is in accordance with the provisions of the Utah Subdivision Map Act and the rules and regulations of the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

Signed: _____
Date: _____

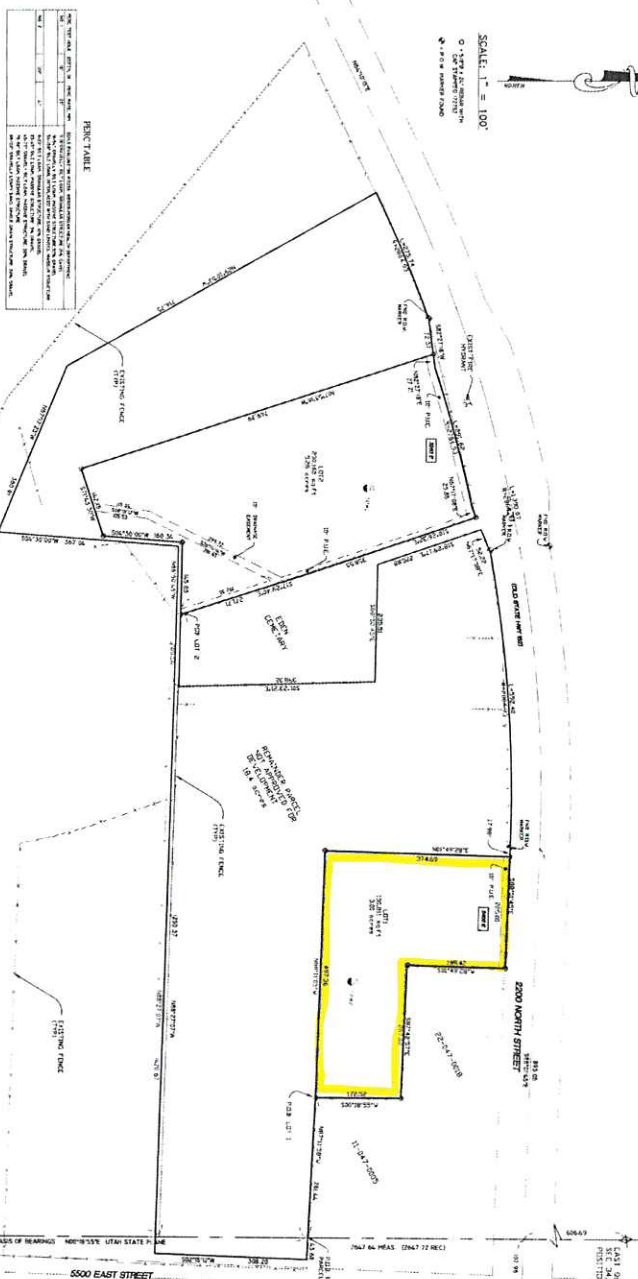
BEIRER COUNTY ACCEPTANCE

I, the undersigned Beirer County, do hereby certify that the proposed subdivision is in accordance with the provisions of the Utah Subdivision Map Act and the rules and regulations of the State of Utah, Department of Hereditary Affairs, Division of Land and Survey. I hereby declare that the proposed subdivision is in accordance with the provisions of the Utah Subdivision Map Act and the rules and regulations of the State of Utah, Department of Hereditary Affairs, Division of Land and Survey.

Signed: _____
Date: _____

19-49

PELLICAN BLUFF SUBDIVISION
A PART OF THE S. E. 1/4 OF SEC. 34, T. 7N., R. 1E., S.L.B. & M.
WEBER COUNTY, UTAH
SEPTEMBER 2006



PERT TABLE

NO.	DATE	DESCRIPTION	BY
1	10/1/06	REVISION	...
2	10/1/06	REVISION	...
3	10/1/06	REVISION	...

ADDITIONAL NOTE
WEBER COUNTY HEALTH DEPARTMENT
WEBER COUNTY PLANNING COMMISSION APPROVAL
WEBER COUNTY ENGINEER
WEBER COUNTY ATTORNEY
WEBER COUNTY SURVEOR
RECORDED DRAWING: 003812

OWNER'S CERTIFICATE
OWNER'S INDICATION
REVISION DESCRIPTION
STATE OF UTAH
ACKNOWLEDGMENT
LANDMARK SURVEYING AND CONSULTING INC.
WEBER COUNTY RECORDER
DATE FOR RECORD: 9/29/06
BY: PATTI COOPER

PART OF THE SE.1/4, OF SECTION 34, T.7N., R.1E., S.L.B. & M.
PELICAN BLUFF SUBDIVISION

264

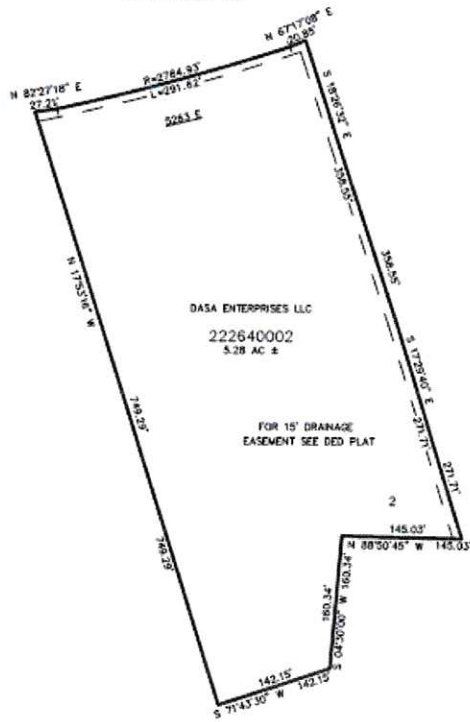
TAXING UNIT: 28

IN WEBER COUNTY
SCALE 1" = 100'

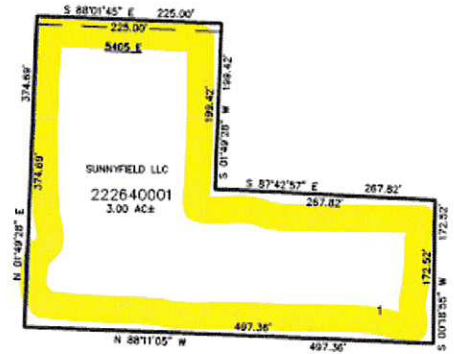
SEE PAGE 47

2200 NORTH STREET

SEE PAGE 47



SEE PAGE 47



SEE PAGE 47

SEE PAGE 47

10' UTILITY & DRAINAGE EASEMENTS EACH
SIDE OF PROPERTY LINES AS INDICATED
BY DASHED LINES EXCEPT AS OTHERWISE
SHOWN.

FOR COMPLETE ENG DATA SEE
ORIGINAL DEDICATION PLAT IN
BOOK 64, PAGE 61 OF RECORDS.

Ordinance _____

An ordinance of Weber County vacating a portion of Lot 1 of Pelican Bluff Subdivision

Whereas, the Pelican Bluff Subdivision is described in a plat named "Pelican Bluff Subdivision," recorded in the Weber County Recorder's Office on September 13, 2006, as Entry number _____; and

Whereas, Sunnyfield LLC, the owner of Lot 1 of Pelican Bluff Subdivision, has requested the vacation of a portion of Lot 1 in order to convey that portion to a neighboring land owner, to help accommodate a septic system on the neighboring property; and

Whereas, Sunnyfield LLC will replace the vacated land with other land that will be transferred into the subdivision from an adjacent parcel also owned by Sunnyfield LLC, to ensure that Lot 1 retains the required minimum acreage for the zone; and

Whereas, the Weber County Engineering Department has been notified and has provided written approval of the vacation of a portion of Lot 1 of the Pelican Bluff Subdivision; and

Whereas, the Board of County Commissioners finds that the proposed vacation of a portion of Lot 1 of the Pelican Bluff Subdivision will not substantially affect the Ogden Valley General Plan or the safety and welfare of the general public; and

Whereas, the Board of County Commissioners finds that no public street, right-of-way, or easement is being vacated or amended through this action; and

Whereas, the Board of County Commissioners finds that there is good cause for the vacation;

Now Therefore, the Board of County Commissioners of Weber County ordains as follows:

The following portion of Lot 1 of the Pelican Bluff Subdivision, which is described in Entry number ____ of the Weber County Recorder's Office, is hereby vacated from the subdivision:

A part of the Southeast Quarter of Section 34, Township 7 North, Range 1 East, Salt Lake Base & Meridian, U.S. Survey: Beginning at a point being 1603.35 feet North 0°18'55" East along the Section line and 281.44 feet North 87°11'58" West from the Southeast corner of said Section 34; running thence North 88°11'05" West 210.50 feet; thence North 1°49'28" East 174.15 feet; thence South 87°42'57" East 205.95 feet; thence South 0°18'55" West 172.52 feet to the point of beginning.

Contains 36,094 s.f. or 0.83 acres

This Ordinance shall be effective 15 days after publication in the Standard Examiner.

Adopted and ordered published this ____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____

James H. "Jim" Harvey, Chair

Commissioner Ebert voted _____

Commissioner Harvey voted _____

Commissioner Jenkins voted _____

State of Utah)

ss:

County of Weber)

On the _____ day of _____, 20____ personally appeared before me _____
_____, the signer of the within instrument, who duly acknowledged to me that he executed the same.

My Commission Expires:

Notary Public

SUMMARY OF WEBER COUNTY ORDINANCE NO. _____

SUMMARY OF AN ORDINANCE OF WEBER COUNTY VACATING A PORTION OF LOT 1 OF PELICAN BLUFF SUBDIVISION

On [_____], the Board of County Commissioners of Weber County adopted Ordinance No. _____, which vacates a portion of Lot 1 of Pelican Bluff Subdivision.

Commissioners _____ voted in favor of this ordinance.

Commissioner _____ voted against this ordinance.

The complete text of the ordinance is available at the Weber County Clerk/Auditor's Office at 2380 Washington Blvd., Ogden, Utah.