



# Staff Report for Administrative Approval

Weber County Planning Division

## Synopsis

### Application Information

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

**Agenda Date:** Wednesday, October 11, 2017

**Applicant:** Rickey Rau

**File Number:** AE 2017-08

### Property Information

**Approximate Address:** 3009 E 3350 N, Liberty

**Project Area:** 4.67 acres

**Zoning:** Forest Valley Zone (FV-3)

**Existing Land Use:** Vacant

**Proposed Land Use:** Residential

**Parcel ID:** 22-025-0021

**Township, Range, Section:** T7N, R1E, Section 30

### Adjacent Land Use

<b>North:</b> Residential	<b>South:</b> Residential
<b>East:</b> Residential	<b>West:</b> 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 3 (Residential Estates RE-15 Zone)
- 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)

## Development History

Research into the legality of the parcel to which this application will be securing alternative access for was performed by the Weber County Planning Division April 28, 2009. A letter was prepared by Scott Mendoza describing that an Alternative Access Approval will need to be granted prior to the applying for a one lot subdivision.

## Background

The applicant is requesting approval to utilize an easement agreement recorded April 4<sup>th</sup> 2012 concurrently with approval of an alternative access to lots/parcels at a location other than across the front lot line. The applicant is proposing to use an existing driveway access from a 20' wide private road. The 20' wide private road has access from 3350 North Street, which is a County right-of-way. The parcel that will be served by the alternative access is approximately 660' from 3350 North Street. Approval of the alternative access will allow a future one lot subdivision.

Alternative access applications should be approved as long as the design standards can be implemented during the subdivision process. The application meets the criteria in LUC §108-7-31(1)(b) which states:

*Based on substantial evidence, it shall be shown that it is unfeasible or impractical to extend a street to serve such 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

The application has been forwarded to the applicable review agencies and after a thorough review of the applicant's proposal, staff feels that the applicant has provided adequate evidence to show that it is unfeasible or impractical to extend a street to serve such lot/parcel due to the proposal of a future subdivision consisting of only 1 lot. This determination is based on the review and analysis of the information provided by the applicant. The applicant has provided proof of the legal access in the form of a recorded easement agreement, included in this staff report as Exhibit B.

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 a 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 current 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.

The applicant will be required to demonstrate compliance with the above design standards as part of subdivision approval. Compliance with the design and safety 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 land owner 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 utilize an easement agreement recorded April 4<sup>th</sup> 2012 concurrently with approval of an alternative access to lots/parcels at a location other than across the front lot line, as the primary access for the future 1 lot subdivision located at approximately 3009 E 3350 N, Liberty, parcel 22-025-0021. This recommendation for approval is subject to all review agency requirements and based on the following conditions:

1. The landowner of record or authorized representative shall agree 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. The agreement shall be in the form considered appropriate and acceptable to the office of the Weber County Recorder and shall recite and explain all matters of fact, including a lot/parcel boundary description, which are necessary to make the agreement intelligible and show its successive nature.
2. The alternative access design standards outlined in LUC §108-7-29(1) shall be met as part of subdivision approval for the future subdivision.

This recommendation is based on the following findings:

1. Based on substantial evidence, it has been shown that it is unfeasible or impractical to extend a street to serve a subdivision consisting of only one lot.

### Administrative Approval

Administrative final approval of Rau Alternative Access to lots/parcels at a location other than across the front lot line, as the primary access for the future 1 lot subdivision located at approximately 3009 E 3350 N, Liberty, parcel 22-025-0021.

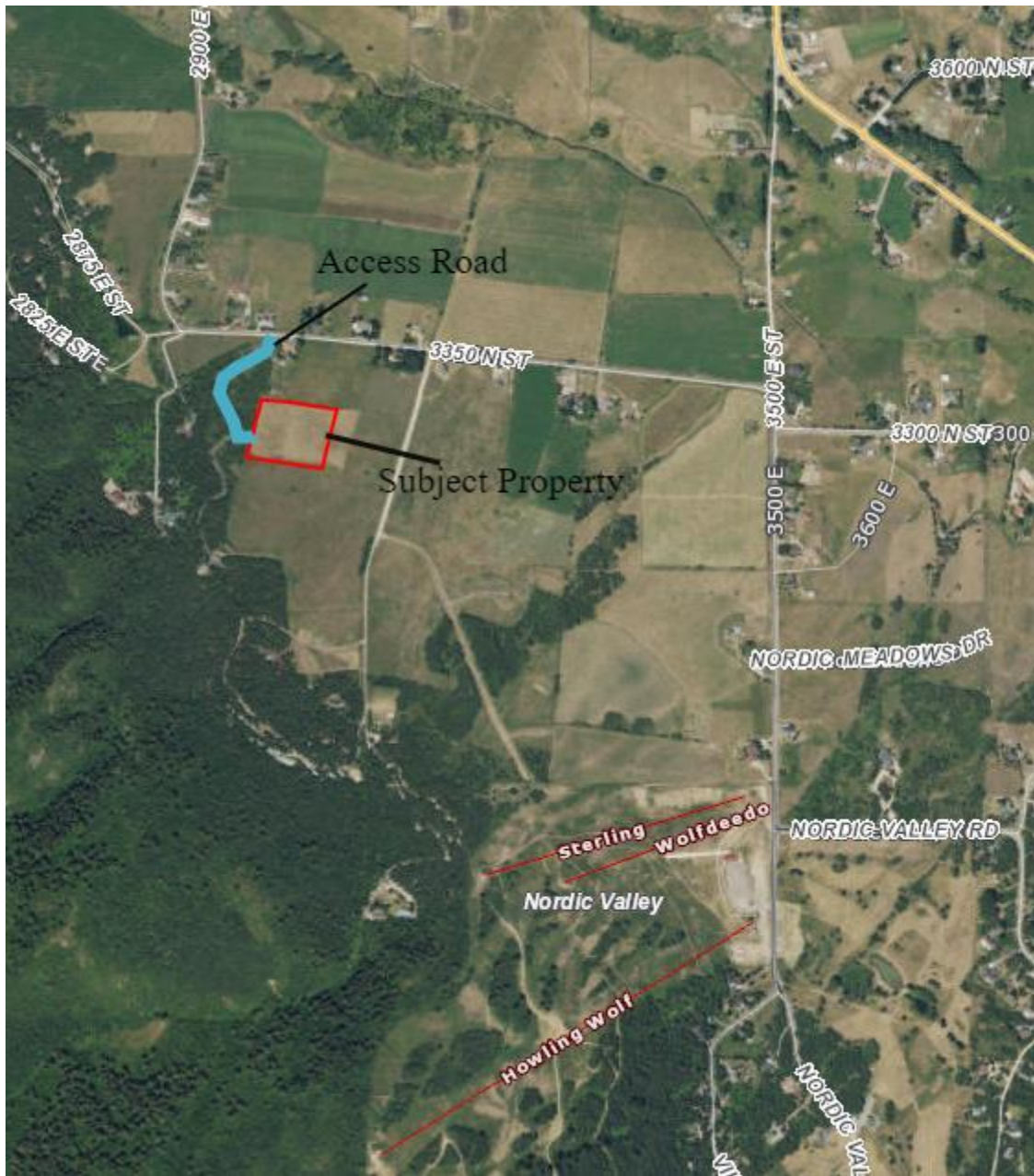
Date of Administrative Approval: 10/11/17

  
\_\_\_\_\_  
Rick Grover  
Weber County Planning Director

### Exhibits

- A. Application
- B. Easement Agreement

# Property Map



<b>Weber County Alternative Access Application</b>			
Application submittals will be accepted by appointment only. (801) 399-8791, 2380 Washington Blvd. Suite 240, Ogden, UT 84401			
Date Submitted /Completed 08/30/17	Application Fee: <b>\$350.00</b>	Receipt Number (Office Use)	File Number (Office Use)
<b>Application Type</b>			
<input type="checkbox"/> Flag lot access strip <input checked="" type="checkbox"/> Access by Private Right of Way <input checked="" type="checkbox"/> Access at a location other than across the front lot line			
<b>Property Owner Contact Information</b>			
Name of Property Owner(s) Rickey Rau		Mailing Address of Property Owner(s) 2355 Nordic Valley Way Eden, UT 84310	
Phone 385-205-985	Fax		
Email Address (required) rickeyrau@yahoo.com		Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	
<b>Authorized Representative Contact Information</b>			
Name of Person Authorized to Represent the Property Owner(s)		Mailing Address of Authorized Person	
Phone	Fax		
Email Address (required)		Preferred Method of Written Correspondence <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	
<b>Property Information</b>			
Project Name Accessable Acerage	Total Acreage 4.67	Current Zoning FS-3	
Approximate Address 3009 E 3350 N, Eden, UT	Land Serial Number(s) 22-025-002		
Proposed Use Single family dwelling			
Project Narrative As this property is currently described, right of way for access is granted through an agreement from 2012 (Attachment 1). The purpose of this petition is to utilize this easement agreement and the existing driveway pursuant to current Weber County code and standards (108-7-29 (attached) and 108-7-31).			

**Basis for issuance of Access to a lot/parcel at a location other than across the front lot line**

Access to lots/parcels at a location other than across the front lot line may be approved as the primary access, subject to the

Sec. 108-7-32. - Access to a lot/parcel at a location other than across the front lot line.

(1) The applicant demonstrates that special or unique boundary, topographic, or other physical conditions exist which would cause an undesirable or dangerous condition to be created for property access across the front lot line.

(2) It shall be demonstrated that appropriate and legal access exists due to historic use, court decree, or the execution of an easement, right-of-way, or other instrument capable of conveying or granting such right.

**Please provide the following information to support your request for Access to a lot/parcel at a location other than across the front lot line:**

- Attach proof that appropriate and legal access exists due to historic use, court decree, or the execution of an easement, right-of-way, or other instrument capable of conveying or granting such right.
- The landowner of record or authorized representative 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. The agreement shall be in the form considered appropriate and acceptable to the office of the Weber County Recorder and shall recite and explain all matters of fact, including a lot/parcel boundary description, which are necessary to make the agreement intelligible and show its successive nature.

**Property Owner Affidavit**

I (We), Rickey Rau, depose and say that I (we) am (are) the owner(s) of the property identified in this application and that the statements herein contained, the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (We) understand that an approval of an alternative access application does not grant a legal right to access property that I(we) currently do not own.

Rickey Rau Property Owner \_\_\_\_\_ Property Owner

Subscribed and sworn to me this 5 day of SEPT, 2017.

\_\_\_\_\_  
Notary

**Authorized Representative Affidavit**

I (We), \_\_\_\_\_, the owner(s) of the real property described in the attached application, do authorized as my (our) representative(s), \_\_\_\_\_, to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the County considering this application and to act in all respects as our agent in matters pertaining to the attached application.

\_\_\_\_\_  
Property Owner \_\_\_\_\_ Property Owner

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, the signer(s) of the Representative Authorization Affidavit who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary



**Weber County Corporation**

Weber County  
2380 Washington Blvd  
Ogden UT 84401

Customer Receipt	
Receipt Number	54053

Receipt Date
09/05/17

Received From:  
Rickey Rau

Time: 14:28  
Clerk: tbennett

Description	Comment	Amount	
Alt. Access Fee	Alt. Access Fee	\$350.00	
Payment Type	Quantity	Ref	Amount
CHECK		131	

AMT TENDERED:	\$350.00
AMT APPLIED:	\$350.00
CHANGE:	\$0.00

When Recorded, Return To:  
Phillip Geurts -  
Geurts Law Firm  
3400 N. Ashton Blvd. Suite 180  
Lehi, Utah 84043



E# 2569893 PG 1 OF 7  
ERNEST D. ROWLEY, WEBER COUNTY RECORDER  
04-Apr-12 0808 AM FEE \$24.00 DEP SC  
REC FOR: MOUNTAIN AMERICA TITLE  
ELECTRONICALLY RECORDED

M-1064JN

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into on this 3<sup>rd</sup> day of <sup>April</sup> January 2012 by and between Foothill Associates L.C. of 1045 E. Millstream Way, Bountiful, Utah 84010 ("Grantor") and Wyatt Grace Holdings, LLC. of 1454 N Hill Field RD #2, Layton, Utah 84041 ("Grantee").

WITNESSETH:

WHEREAS the Grantor is the owner of certain parcels of real property described as Parcel No. 22-025-0047 and Parcel No. 22-025-0038 in Weber County, Utah (the "Servient Properties") more particularly described in *Exhibit A* and *Exhibit B* attached hereto and hereby incorporated into this Agreement.

WHEREAS the Grantee is the owner of that certain parcel of real property described as Parcel No. 22-025-0021 Weber County, Utah located at 3009 East 3350 North, Eden, Utah 84317 (the "Dominant Property") more particularly described in *Exhibit C* attached hereto and hereby incorporated into this Agreement.

WHEREAS the Grantor has agreed on and subject to the terms and conditions set forth herein, to grant unto the Grantee an easement to allow for the ingress, egress and regress of the Grantor's properties along a right of way as hereinafter set forth.

NOW THEREFORE for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Grantor, as the owner of the Servient Properties, does hereby grant and convey unto the Grantee, as the owner of the Dominant Property, the following described easement, to wit: *PT 22-025-0031 PT 22-025-0038 PT 22-025-0047* LLK

A RIGHT OF WAY 20 FEET IN WIDTH FOR THE PURPOSES OF INGRESS AND EGRESS OVER, UPON, ALONG AND ACROSS THE FOLLOWING DESCRIBED TRACT OF LAND:

PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING ON THE SOUTHERLY LINE OF COUNTY ROAD AT A POINT WHICH IS SOUTH 1194 FEET, NORTH 83° 13' WEST 330 FEET AND SOUTH 86° 10' WEST 251.97 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 30.



RUNNING THENCE SOUTH 17° 10' WEST 1435 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF PARCEL NO. 22-025-0021.

The easement created herein for the benefit of the Dominant Property shall run with the land and be binding upon the Servient Properties, and shall run with the land and benefit the Dominant Property and every portion thereof.

#### ARTICLE 1

##### CONSTRUCTION AND MAINTENANCE OF RIGHT OF WAY

1.1 Grantee has the right but not the obligation to construct, extend and improve the right of way including but not limited to grading, applying gravel, paving, or providing drainage.

1.2 All reasonable costs and expenses incurred to maintain the right of way shall be split between the Grantor and Grantee equally.

#### ARTICLE 2

##### NO RIGHTS IN PUBLIC

Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of real property subject to this Agreement.

#### ARTICLE 3

##### REMEDIES AND ENFORCEMENT

3.1 In the event of a breach or threatened breach by any party of any terms of this Agreement the non-breaching party shall be entitled to full and adequate relief by injunction and/or all other available legal and equitable remedies against the breaching party.

3.2 No breach hereunder shall entitle any party to cancel, rescind or otherwise terminate this Agreement.

3.3 In the event that a party institutes any legal action or proceeding for the enforcement of any right pursuant to this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys fees incurred in the preparation and prosecution of such action or proceeding.

ARTICLE 4

CONVEYANCE OR SUBDIVISION

- 4.1 At the time any sale, transfer or conveyance occurs which results in any kind of change in ownership of any parcel or any portion of any parcel of real property subject to this Agreement, the transferee, successor or assignee of such parcel or portion of such parcel shall be bound by the terms of this Agreement.
- 4.2 If a parcel of real property subject to this Agreement is subdivided, the parcel owner shall record an instrument in the Weber County Recorder's Office allocating to the applicable subdivided parcels the maintenance obligations of the right of way pursuant to this Agreement.

ARTICLE 5

MISCELLANEOUS

- 5.1 This Agreement shall only be modified, amended or terminated in writing and such writing shall be executed by the owners of all real property subject to this Agreement.
- 5.2 Each owner of real property subject to this Agreement shall indemnify and hold harmless the other owners of real property subject to this Agreement from and against all claims, actions, damages, liability and expense in connection with bodily and personal injury, death or property damage occurring in or upon the right of way occasioned wholly or in part by any negligent act or omission of such indemnifying party or that indemnifying party's agents and/or employees.
- 5.3 The easement contained herein shall run with the land and create equitable servitudes in favor of the real property benefitted thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs and personal representatives.
- 5.4 The laws of the State of Utah shall govern this Agreement.
- 5.5 The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. In the event a provision is determined to be partially or completely invalid, the parties agree to negotiate in good faith to reach equitable agreement, which shall effect the original intent of the parties as set forth in this Agreement.
- 5.6 All Exhibits referred to in this Agreement and attached hereto are hereby incorporated into this Agreement.

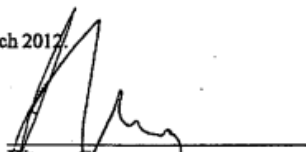
5.7 The failure of either party to insist, in any one or more instances, on the performance of any of the terms of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such rights.

5.8 This Agreement contains the complete understanding and agreement of the parties with respect to all matters referred to herein, and all prior representations, negotiations and understandings are superseded hereby.

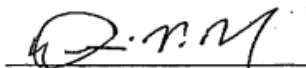
Dated this 27 day of March 2012.

  
\_\_\_\_\_  
WYATT GRACE HOLDING, LLC.  
By Shawn Moore, Registered Agent

Dated this 27 day of March 2012.

  
\_\_\_\_\_  
WYATT GRACE HOLDING, LLC.  
By Teresa Moore, Member

Dated this 3rd day of March 2012.  
APR 11

  
\_\_\_\_\_  
FOOTHILL ASSOCIATES L.C.  
By Dennis V. Back, Member

## EXHIBIT A

Parcel No. 22-025-0047 *1/2*

PART OF SECTIONS 29 AND 30, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT IN AN EXISTING FENCE WHICH IS 1194.00 FEET SOUTH 0D16'15" EAST ALONG THE SECTION LINE, 330.00 FEET NORTH 83D13' WEST; AND 209.87 FEET SOUTH 86D10' WEST FROM THE NORTHEAST CORNER OF SAID SECTION 30; RUNNING THENCE SOUTH 15D25' WEST 122.16 FEET, THENCE SOUTH 17D08'31" WEST 252.29 FEET, THENCE NORTH 82D53' WEST 36.21 FEET, THENCE SOUTH 17D10' WEST 423 FEET, THENCE SOUTH 82D53' EAST 962.50 FEET, THENCE SOUTH 16D56'20" WEST 336.83 FEET, THENCE ALONG THE ARC OF AN 1133.80 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 11.00 FEET (LC BEARS SOUTH 74D17'58" EAST 11.00 FEET), THENCE SOUTH 17D10' WEST 261.65 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 30, THENCE SOUTH 0D16'15" EAST 244 FEET ALONG THE SECTION LINE, THENCE WEST 2631.43 FEET TO THE SECTION LINE THENCE NORTH ALONG SAID SECTION LINE 244 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 30, THENCE NORTH 195 FEET THENCE EAST 1550.92 FEET, THENCE NORTH 11D00' EAST 1103.37 FEET, MORE OR LESS, THENCE NORTH 62D10' EAST 320.41 FEET, MORE OR LESS, THENCE NORTH 86D10' EAST 104.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. SUBJECT TO A RIGHT OF WAY DESCRIBED AS FOLLOWS: A RIGHT OF WAY 16.5 FEET IN WIDTH FOR PURPOSES OF INGRESS AND EGRESS OVER, UPON, ALONG AND ACROSS THE FOLLOWING DESCRIBED TRACT OF LAND: BEING 8.25 FEET IN WIDTH ON EACH SIDE OF AND MEASURED PERPENDICULARLY TO THE FOLLOWING DESCRIBED CENTERLINE: PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING ON THE SOUTHERLY LINE OF COUNTY ROAD AT A POINT WHICH IS SOUTH 1194 FEET, NORTH 83D13' WEST 330 FEET AND SOUTH 86D10' WEST 251.97 FEET FROM THE NORTHEAST CORNER OF SAID

SECTION 30, RUNNING THENCE SOUTH 17D10' WEST 1435 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE MARY C BROWN PROPERTY. (BOOK 1721 PAGE 828)

## EXHIBIT B

Parcel No. 22-025-0038 *1/5 uk*

PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1194 FEET SOUTH 330 FEET NORTH 83D13' WEST AND 314.3 FEET SOUTH 86D10' WEST FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION, RUNNING THENCE SOUTH 62D10' WEST 400.00 FEET; THENCE 65D10' WEST 220.00 FEET TO THE EAST LINE OF SPRING MOUNTAIN RANCHETTES; THENCE 4 COURSES ALONG SAID EAST LINE AS FOLLOWS: NORTH 18D21'29" WEST 245 FEET, NORTHERLY ALONG THE ARC OF A 245.19 FOOT RADIUS CURVE TO THE LEFT 39.47 FEET (L C BEARS NORTH 22D58'12" WEST 39.43 FEET). EASTERLY ALONG THE ARC OF A 25 FOOT RADIUS CURVE TO THE RIGHT 43.95 FEET (L C BEARS NORTH 22D46'47" EAST 38.50 FEET) AND NORTH 73D08'29" EAST 133.85 FEET TO THE SOUTH LINE OF THE SPRING CREEK ROAD; THENCE EASTERLY 750 FEET, MORE OR LESS, ALONG SAID SOUTH LINE TO A POINT NORTH 86D10' EAST OF THE POINT OF BEGINNING; THENCE SOUTH 86D10' WEST 250 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 2.90 ACRES, M/L.

## EXHIBIT C

Parcel No. 22-025-0021

*1/5 uk*

PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 NORTH,  
RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:  
BEGINNING AT A POINT 1194 FEET SOUTH, SOUTH 83D30' EAST 420.7 FEET,  
SOUTH 17D10' WEST 420 FEET AND NORTH 82D53' WEST 481.25 FEET FROM  
THE NORTHEAST CORNER OF SAID QUARTER SECTION, RUNNING THENCE  
SOUTH 17D10' EAST 423 FEET; THENCE NORTH 82D53' WEST 481.25 FEET;  
THENCE NORTH 17D10' EAST 423 FEET TO A POINT SOUTH 17D10' WEST 773  
FEET FROM COUNTY ROAD; THENCE SOUTH 82D53' EAST 481.25 FEET TO  
THE PLACE OF BEGINNING