



# Evaluating Easements (CORE)

(2 Hours, CORE RC210313)

**Tucker Hodgson-**  
**Continuing Education Instructor**  
**#6728570-CEI0**

# Easements in the Utah Code

- <https://le.utah.gov/xcode/Title54/Chapter4/54-4-S13.html>
- <https://le.utah.gov/xcode/Title57/Chapter9/57-9-S2.html>
- <https://le.utah.gov/xcode/Title10/Chapter9a/10-9a-S603.html>
- <https://le.utah.gov/xcode/Title10/Chapter9a/10-9a-S103.html>
- <https://le.utah.gov/xcode/Title19/Chapter10/19-10-S102.html>
- <https://le.utah.gov/xcode/Title10/Chapter8/10-8-S14.5.html>
- <https://le.utah.gov/xcode/Title54/Chapter3/54-3-S27.html>
- <https://le.utah.gov/xcode/Title57/Chapter13a/57-13a-S103.html>
- <https://le.utah.gov/xcode/Title57/Chapter13a/57-13a.html>
- [https://le.utah.gov/xcode/Title57/Chapter13B/57-13b-S201.html?v=C57-13b-S201\\_1800010118000101](https://le.utah.gov/xcode/Title57/Chapter13B/57-13b-S201.html?v=C57-13b-S201_1800010118000101)

# EASEMENT

- *“An **easement** is an interest in land belonging to another person, so that the easement owner has a limited right to use or enjoy the other person’s property. Common easements include rights of way for access, or the right to cross property (including easements for utility service or water conveyance).”*

From <https://propertyrights.utah.gov/easements/>  
accessed 3/10/2020

- An easement is a legal right that allows someone to use or access another person's property for a specific purpose without owning the property. It grants non-possessory rights, such as the right to pass through or use a portion of the property. Easements can be created for various reasons and are documented in legal agreements. They can benefit a specific property (appurtenant) or an individual/entity (in gross), and they define the rights and obligations of property owners and those with access to the land.

# Terms & Definitions

## Easement Definitions

**Dominant Estate & Servient Estate:** The party gaining the benefit of the easement is the dominant estate (or dominant tenement), while the party granting the benefit or suffering the burden is the servient estate (or servient tenement).

<https://en.wikipedia.org/wiki/Easement>

**In Gross vs. Appurtenant:** In the US, an easement *appurtenant* is one that benefits the dominant estate and "runs with the land" and so generally transfers automatically when the dominant estate is transferred. An appurtenant easement allows property owners to access land that is only accessible through a neighbor's land. Conversely, an easement *in gross* benefits an individual or a legal entity, rather than a dominant

estate. <https://en.wikipedia.org/wiki/Easement>

**Affirmative vs. Negative Easements:** An affirmative easement is the right to use another property for a specific purpose, and a negative easement is the right to prevent another from performing an otherwise lawful activity on their own property.

<https://en.wikipedia.org/wiki/Easement>



# How do you create and Easement?

- With an agreement
- As appurtenance (“together with”)
- As a reservation
- In a recorded Covenant, Condition, or Restriction
- In a recorded plat
- Prescriptive easement (perfected by court to be insurable)
- Easement by necessity (perfected by court to be insurable)
- Easement by Eminent Domain or condemnation
- Party Wall Agreement
- Easement by Government Regulation: created through government regulations or zoning laws.

## How long Does an Easement Last?

- Until it terminates
  - By its own terms
- Until it is released by all parties
- Until it is released by the court
  - Quiet Title
- Until it is foreclosed out
  - Judicial vs. Non-judicial Foreclosure
- Eminent domain/condemnation

## Easement by necessity

An “**easement by necessity**” arises when a larger parcel is divided, and an easement is reasonably necessary to use and enjoy one of the parcels. To establish an easement by necessity, the following must be shown:

~

(1) Unity of title, meaning that the affected parcels were once owned by the same person or entity and then divided.

(2) At the time the original property was divided, at least one of the new parcels had no reasonable access, and access across one or more of the other parcels is reasonably necessary.

~

If a parcel has reasonable access, then a new easement would not be necessary, even if the new easement would be more convenient for the parcel owner.

Text from

<https://propertyrights.utah.gov/easements/>

accessed 9/25/2018

## What about adverse possession?

*“There is a presumption that the person with legal title to a parcel has the right to possess and use the property. Another person may overcome that presumption and establish legal title by showing that the other person has possessed and used the property for at least seven years.*

**“Adverse possession may not be established unless it is shown that the land has been occupied and claimed continuously for seven years, and that the party and the party’s predecessors *and grantors* have paid all taxes which have been levied and assessed upon the land according to law. ” § 78B-2-214** of the Utah Code (see also § 78B-2-215, payment of taxes).”

From <https://propertyrights.utah.gov/adverse-possession/> accessed 9/25/2019

# Prescriptive Easements

*“A **prescriptive easement** is created when a person uses another person’s property (even though the use was not expressly agreed to) for a prolonged period. Prescriptive easements recognize long-standing usage, especially if the use was relied upon for the enjoyment of property.”*

*“A prescriptive easement (**open & notorious, continuous, and adverse** to the owner’s interest for 20 years).”*

Information gathered and quoted directly from  
<https://propertyrights.utah.gov/easements/>  
Accessed 3/10/2020

**Prescriptive Easements and Easements by Necessity must be perfected to be insurable.**



# Easements on the Title Commitment

- Legal Description
- Schedule B
- Within record

	First American Title™	ALTA Commitment for Title Insurance
		ISSUED BY: First American Title Insurance Company
Schedule A		 Backman Title Services, authorized Agent
		File No. 6-084730

LEGAL DESCRIPTION

PARCEL 1:

## Schedule A



Backman Title Services

, authorized Agent

File No. 6-084730

LEGAL DESCRIPTION

PARCEL 1:

Lot 2, Gage Subdivision, according to the official plat thereof on file and of record in the office of the Box Elder County Recorder.

PARCEL 1A:

Right of Way Easement for access, road and utility purposes described as follows: The Southernmost 276.03 feet of the private drive area for Lot 1 as identified on the official plat of Gage Subdivision.

Parcel No.: 06-029-0074



# Easements on the Title Commitment

- Legal Description
- Schedule B2
- Within recorded CCR's

16. Consent to Easement, and the terms and conditions thereof:  
Grantee: Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints  
Recorded: March 16, 1987  
Entry No.: 7832  
Book/Page: 436/151  
Purpose: To maintain and install improvements or repairs to the well and water pipeline.  
Area Affected: Location disclosed by document

17. Since the company provides no insurance and assumed no liability for water rights disclosed herein or affecting the property

16. Consent to Easement, and the terms and conditions thereof:

Grantee: Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints  
Recorded: March 16, 1987  
Entry No.: 7832  
Book/Page: 436/151  
Purpose: To maintain and install improvements or repairs to the well and water pipeline.  
Area Affected: Location disclosed by document

17. Since the company provides no insurance and assumed no liability for water rights disclosed herein or affecting the property under the title policy, it recommends that you obtain competent legal advice from the counsel specializing in water rights or insurance for water rights. Nevertheless, as a courtesy, the Company is disclosing the water rights as disclosed by the two Consent to Easements shown above.

Note: The Utah Division of Water rights discloses locations of 2 wells on the subject property.

18. Easement, and the terms and conditions thereof:

In Favor of: Utah Power & Light  
Recorded: June 15, 1979  
Entry No.: 71483H  
Book/Page: 320/510

19. Right of Way Easement for Access, Road & Utility Purposes, and the terms and conditions thereof:

Grantee: Jack R. Gage IV and Bennita J. Gage  
Recorded: October 17, 2019  
Entry No.: 402667  
Book/Page: 1387/1166

# Finding Easements - Disclosure & Diligence

- Title commitment
  - Part of legal description
  - Schedule B2- Exceptions
- On the dedicated plat
- Inspection of the property
- In the CCR's
- On a recorded deed
- On adjacent plats & surveys
- City/County/State/Federal maps
- Talk to neighbors
- Think about access to property & neighboring properties
- Talk to Utilities companies (water, gas & power)
- Pay attention to overhead maps
  - [www.parcels.utah.gov](http://www.parcels.utah.gov)
  - Google Maps & Google Earth
- Blue Stakes

# About Blue Stakes

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- Blue stakes, also known as utility locating services, are typically used to identify the presence and approximate location of underground utilities before any excavation work takes place. While blue stakes can help identify the general location of utilities, they may not provide information specifically about easements or the full extent of underground infrastructure.
- Their primary purpose is to prevent damage to underground utilities during construction or excavation activities. They mark the approximate location of utilities, such as water lines, gas lines, electrical cables, and communication lines.
- While blue stakes can be a useful tool for avoiding damage to utilities, they do not necessarily disclose the existence or details of easements. Easements are legal rights that may or may not be associated with physical utility infrastructure. Easements are typically documented in property records or other legal documents.

# Release or Termination of Easements

1. Termination by its own terms: An easement may have a specific duration or condition stated in the original agreement, and it automatically terminates upon the occurrence of that event or the expiration of the specified time period.
2. Release by all parties: All parties involved in the easement, including the property owner and the holder of the easement, can agree to release or terminate the easement through a written agreement.
3. Release by the court: In some cases, the court may order the termination of an easement if it is determined to be no longer necessary or if there are specific legal grounds for its termination.
4. Quiet Title action: A property owner may initiate a quiet title action in court to establish their full ownership rights and seek the termination of any conflicting or unnecessary easements on their property.
5. Foreclosure: If the holder of an easement fails to meet their financial obligations, such as mortgage payments or liens, the property may go through a foreclosure process. Depending on the circumstances and jurisdiction, the easement attached to the property may be terminated or affected as a result.
6. Eminent domain/condemnation: In cases where the government exercises its power of eminent domain to acquire a property for public use, it may also result in the termination or modification of existing easements on that property.



# Release or Termination of Easements

7. Abandonment: An easement may be terminated if the holder of the easement demonstrates a clear intent to abandon or relinquish their rights. This can be shown through actions or statements indicating a lack of interest or use of the easement over an extended period.
8. Merger: If the owner of both the dominant and servient properties becomes the same person or entity, the easement may be terminated through merger. When the properties merge, the easement is no longer necessary as the owner now has full control over both parcels.
9. Destruction or Purpose Extinction: If the purpose for which the easement was created no longer exists or the easement is physically destroyed, it may be terminated. For example, if an easement is granted for the construction and maintenance of a specific utility line, and that utility line is removed, the easement becomes unnecessary.
10. Prescription: Just as a prescriptive easement can be acquired through adverse use, it may also be terminated if the owner of the servient property can prove that the use has been discontinued or no longer meets the requirements for adverse possession.
11. Court Order or Injunction: In certain circumstances, a court may order the termination of an easement or issue an injunction prohibiting its use. This can happen if the easement is found to be invalid, illegal, or in violation of local regulations.

A dark blue, irregular ink blot or splash shape is centered on a white background. The blot has a textured, painterly appearance with some lighter blue and white speckles around its edges. Overlaid on the center of the blot is the text "Utilities and Unrecorded Easements" in a white, sans-serif font.

# Utilities and Unrecorded Easements

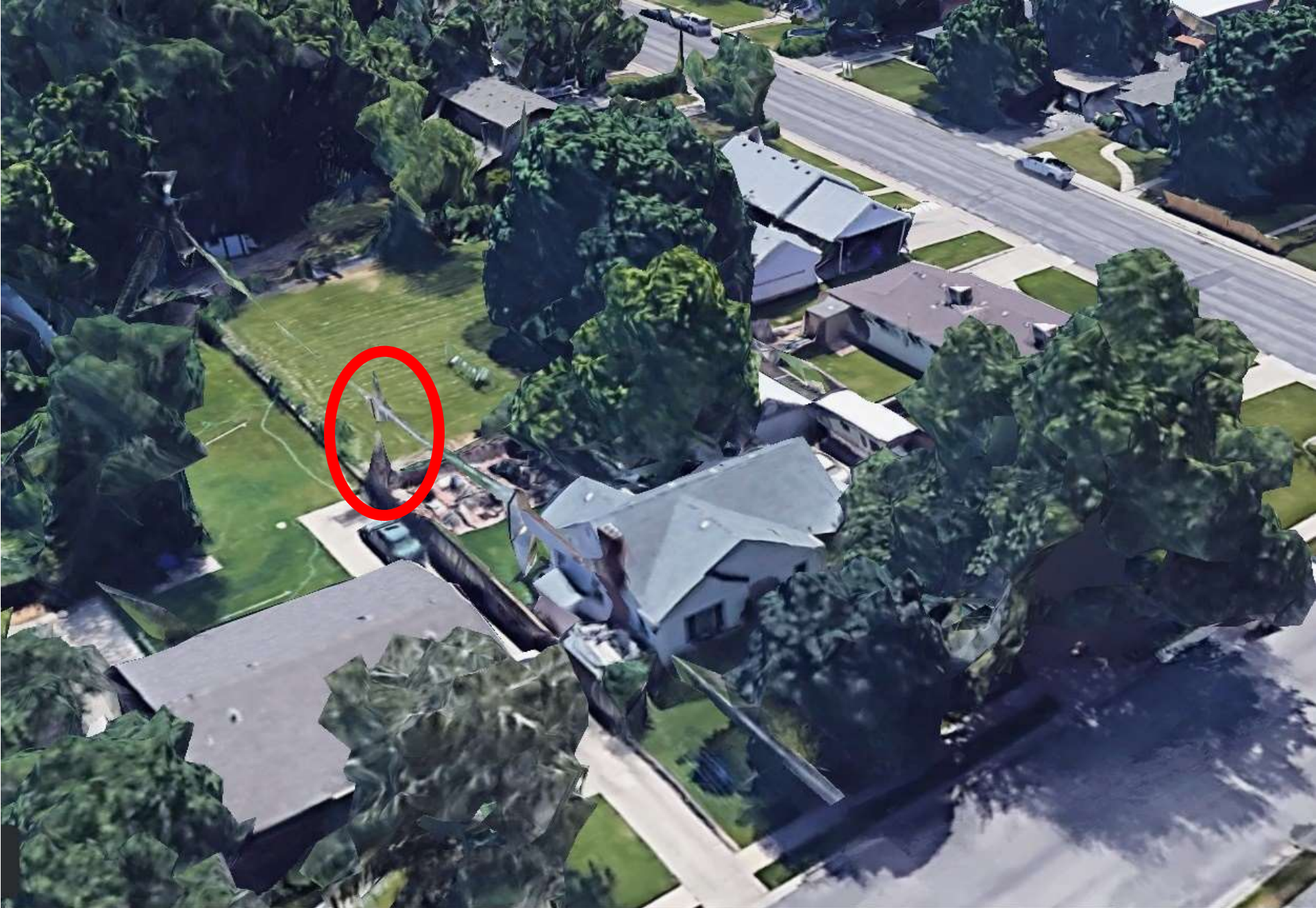


# Division of Water Rights



Imagery Date: 2018-09-11



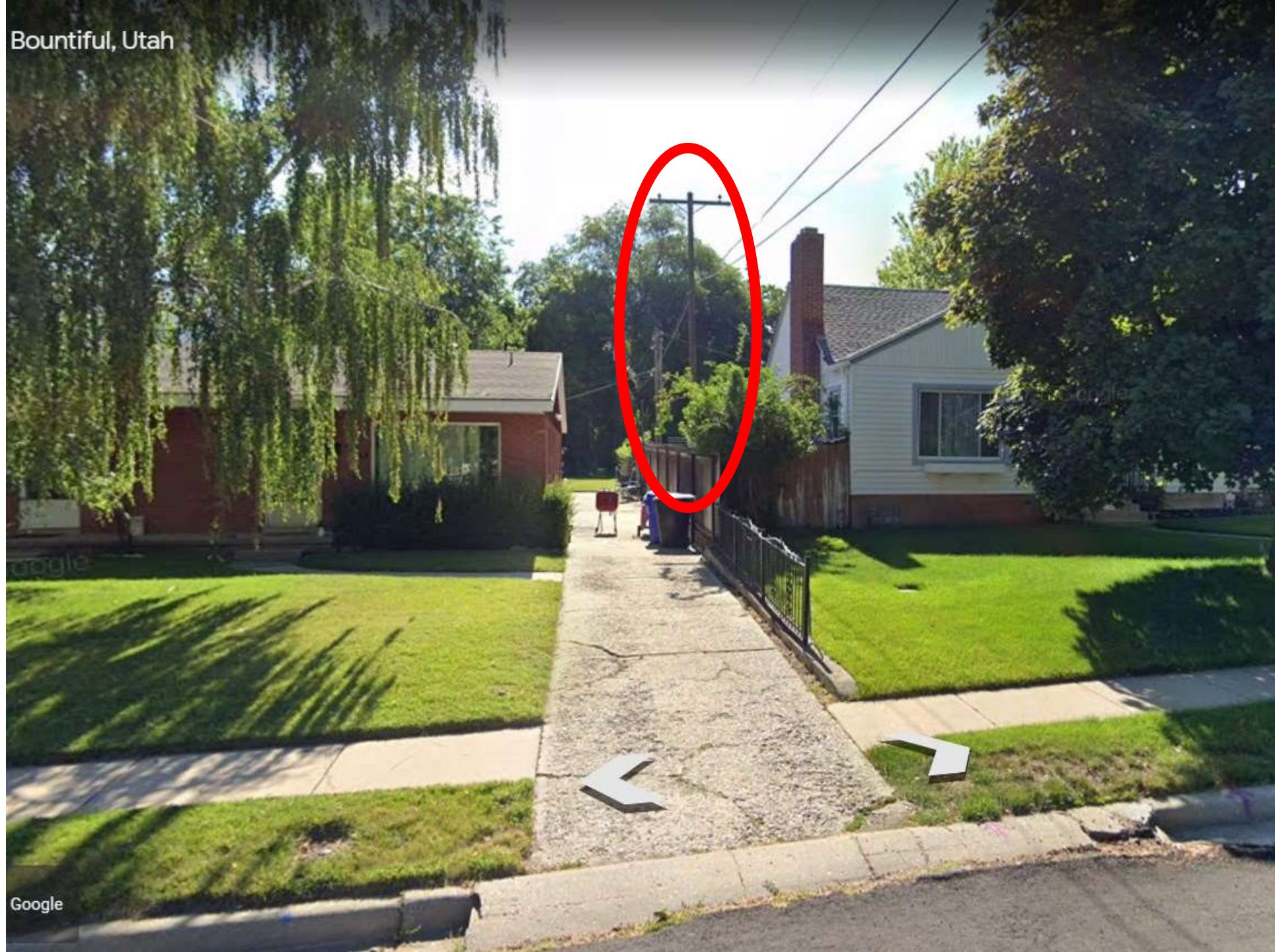








Bountiful, Utah





← 270 300 E

Bountiful, Utah

Google Street View

Oct 2, 2022 View more dates

# New Power Pole



Google

Image captured Oct 2, 2022 © 2022

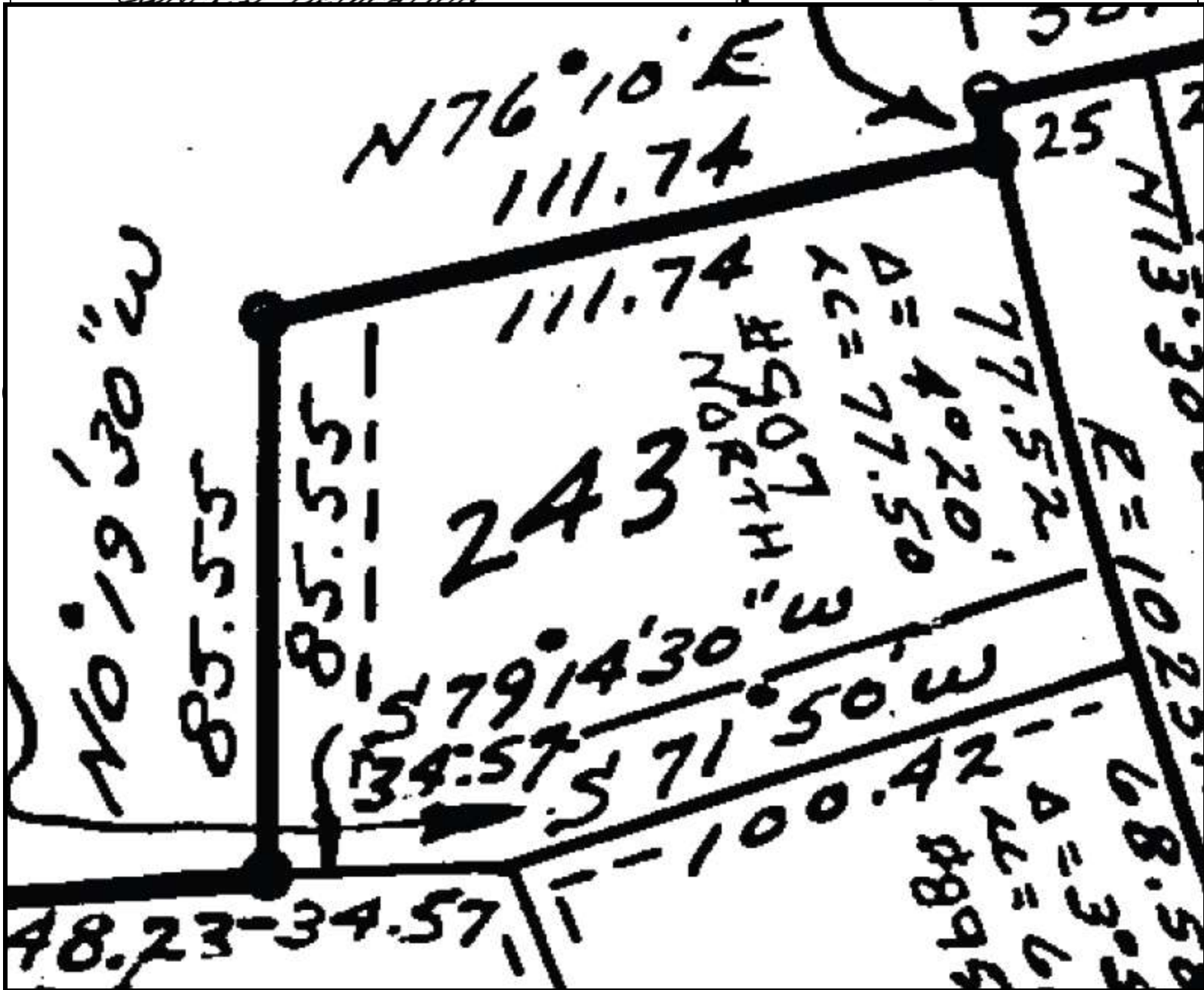




Being a Nosy  
Neighbor...



1



On this 12 day of August, A.D. 1912, appeared before me, the undersigned, in and for said County of Salt Lake, Utah, the signers of the above Owner's Dedication, who acknowledged to me that they were the owners of the above described land, and that they intended to dedicate the same to the public use of the County of Salt Lake, Utah, and that they intended to dedicate the same to the public use of the County of Salt Lake, Utah, and that they intended to dedicate the same to the public use of the County of Salt Lake, Utah.

19

7' MON. TO SUB.

125.94'

S 13°30'00" E

**LOT 101**  
17,708. sq. ft.  
0.40 acres

**102**  
sq. ft.  
acres

10' PUBLIC UTILITY EASEMENT

10'

159.77'

86.48'

60.82'

W S 85°08'30"

102  
sq.-ft.  
acres

**LOT 101**  
17,708. sq. ft.  
0.40 acres

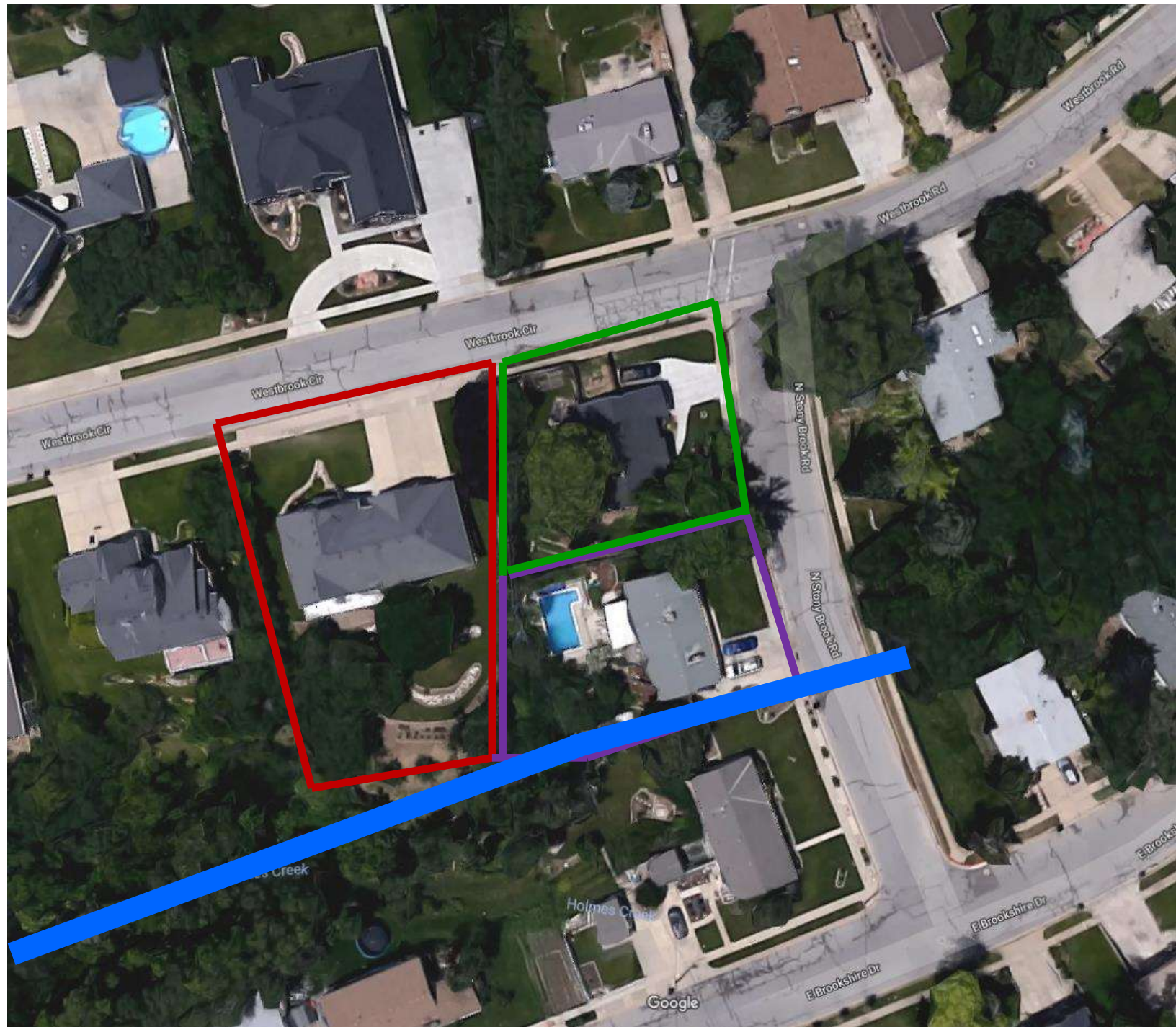
10' PUBLIC UTILITY  
→ EASEMENT—

0019,30" E  
85.55

LO

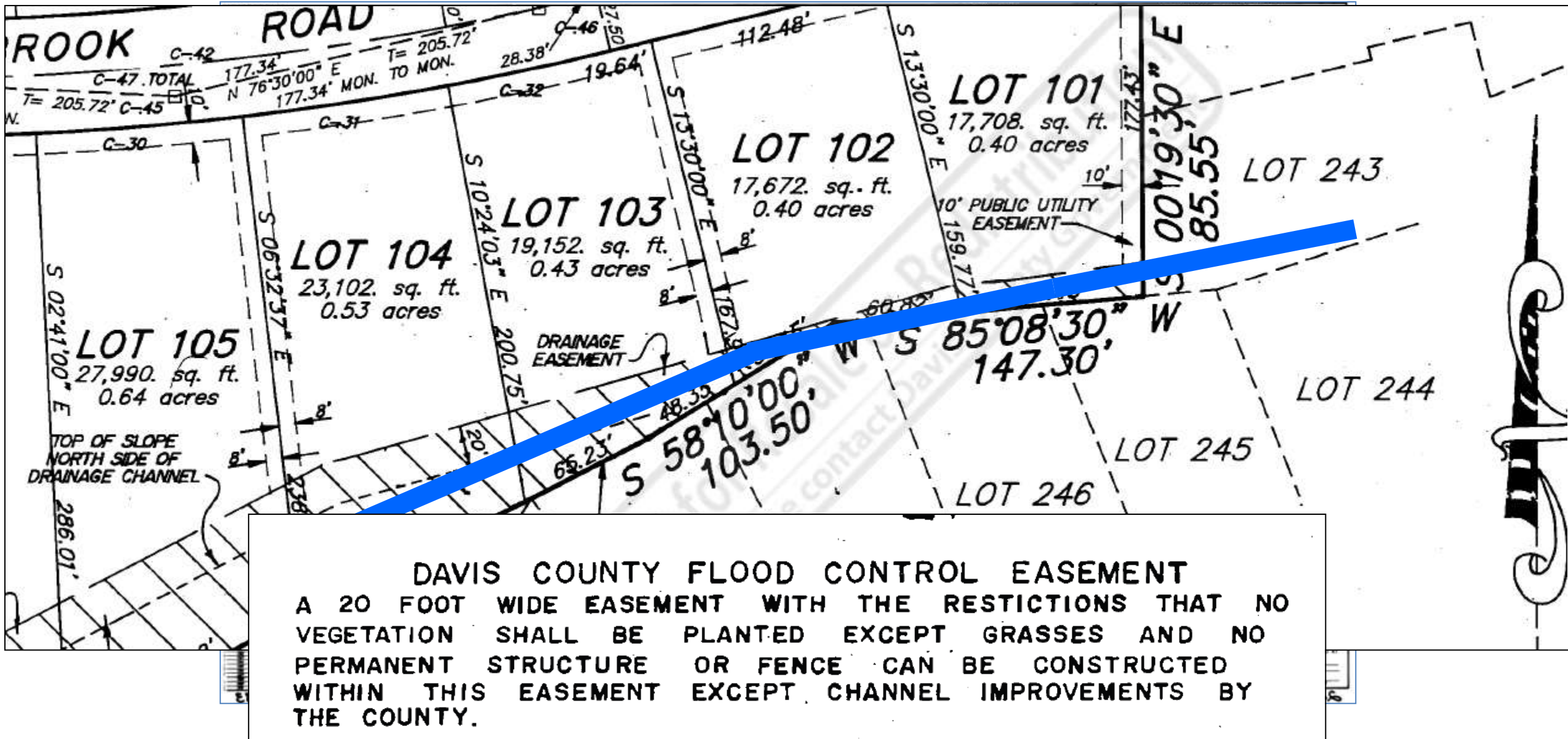
LO7








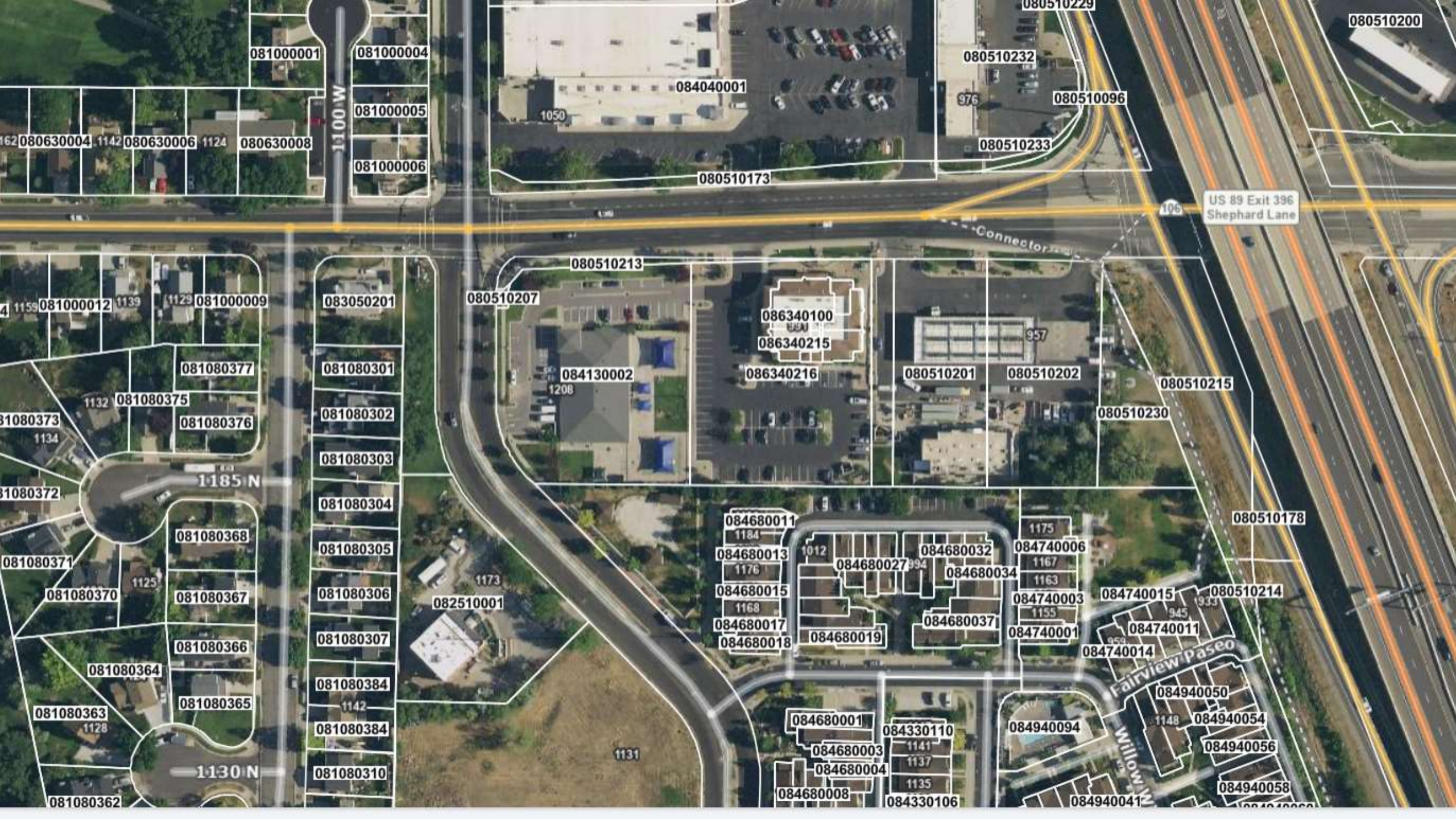
# Coventry Place (1994 Plat)





# The Disappearing Pipeline





080510200

081000001

081000004

084040001

080510232

080510096

080510233

080510173

US 89 Exit 396  
Shephard Lane

080510213

080510207

086340100  
086340215

086340216

080510201

080510202

080510215

080510230

080510178

080510214

Fairview Paseo

084940050

084940054

084940056

084940058

084940041

084940094

084330110

084680001

084680003

084680004

084680008

084330106

084680032

084680034

084680037

084680019

084680011

084680013

084680015

084680017

084680018

084680027

084740006

084740003

084740001

084740014

084740015

084740011

083050201

081080301

081080302

081080303

081080304

081080305

081080306

081080307

081080384

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081000009

081080377

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081080363

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080630004

080630006

080630008

081000006

081000005

081000001

080630004

080630006

080630008

081000006

081000005

081000001





W

re dates

November 2022



Google



# The disappearing pipeline

December 8,  
1958

Easement  
Recorded

*Original* **166**

Tracts 9 and 11 Recorded at request of *John R. Babin, State Controller* Fee Paid *3.20*  
Alvey C. McCullough Date *DEC 8 1958* 2:30 PM *EMILY T. ELDREDGE* Recorder Davis Co  
Bessie Dee McCullough, *Bessie R. Bybee* 154 Page *166*  
West Farmington Laterals

**183641** DEED OF EASEMENT *NW 1/4 13-3N-1W*

ALVEY C. McCULLOUGH and BESSIE DEE McCULLOUGH, husband and wife,-----  
of Farmington, County of Davis, State of Utah, hereinafter  
referred to as Grantor, hereby conveys to THE UNITED STATES OF AMERICA,  
acting pursuant to the provisions of the Act of June 17, 1902 (32 Stat.,  
385) and acts amendatory thereof or supplementary thereto, Grantee, for  
the sum of One Dollar (\$1.00), a perpetual easement to construct, recon-  
struct, operate and maintain an underground pipeline or pipelines and  
appurtenant structures which latter may protrude above the ground surface  
on, over or across the following described property in Davis County,  
State of Utah:

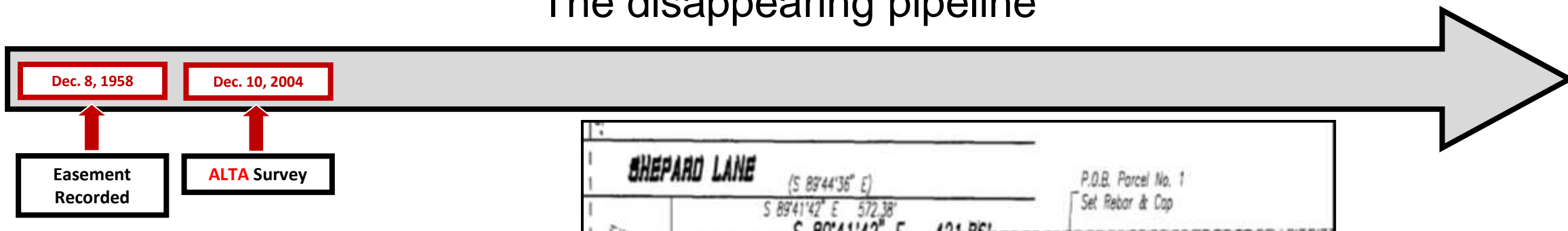
*100* A strip of land in the Northwest Quarter of the Northwest Quarter  
(NW 1/4) of Section Thirteen (13), Township Three (3) North, Range  
One (1) West, Salt Lake Base and Meridian, Sixteen (16.0) feet  
wide and included between two lines extended to the property lines  
and everywhere distant Eight (8.0) feet on the right or Northeasterly  
side and Eight (8.0) feet on the left or Southeasterly side of that



[illegible]

SHEET  
 NUMBER  
**1**  
 OF **1**

# The disappearing pipeline



## TITLE DOCUMENTS:

*This survey was prepared in reliance with the commitment for title insurance report prepared by Aspen Title Insurance Agency L.L.C., effective date November 30, 2004, Commitment Number D15086 3rd Amendment, and is hereby made a part of this survey. Following is a list of exceptions appurtenant to this survey as they appear in Schedule B, Section 2 of the above referenced commitment. Exceptions not listed here are not addressed by this map.*

12. Deed of Easment for a 16' wide strip of land as recorded in Book 154 at Page 166 of Official Records.

*Survey Findings: Affects the Northerly portion of Parcel No. 1 as shown hereon.*

13. Easement for existing electric transmission lines.

*Survey Findings: There is an overhead power line that runs along the north line of Parcel No. 1.*

19. Sewer and storm drain easement.

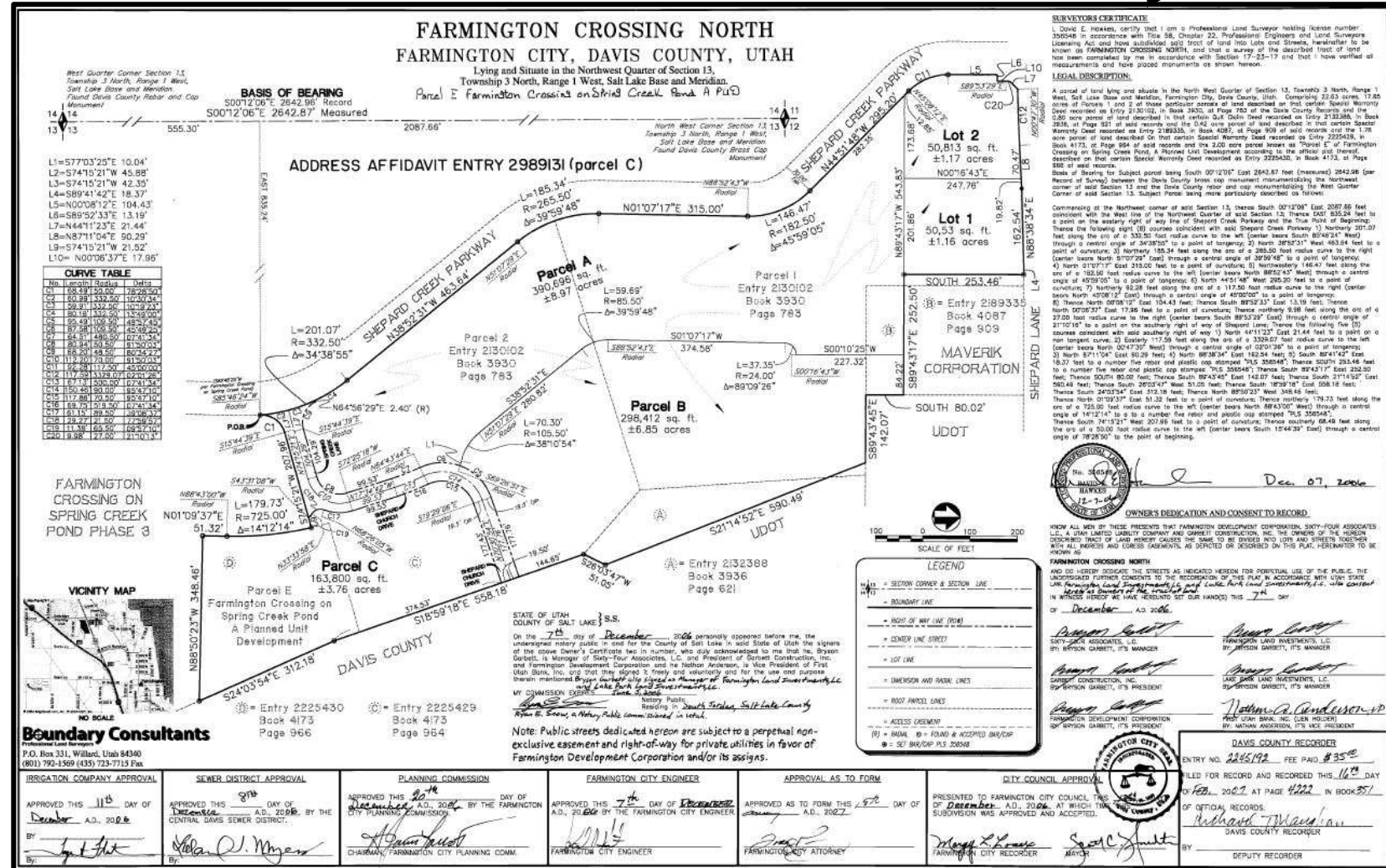
*Survey Findings: Does not affect the subject property.*

34. Access Easement between Excel Legacy Corporation and Garbett Realty, P.C.

*Survey Findings: Affects the south portion of Parcel No. 2 as depicted hereon.*



**Sub. Recorded**



**Lot 2**  
50,813 sq. ft.  
±1.17 acres  
N00°16'43"E  
247.76'

**Lot 1**  
50,53 sq. ft.  
±1.16 acres  
N89°43'17"W 543.83'  
201.86'

**Other features:**  
SHEPARD CREEK PARKWAY  
N44°51'48"W 295.20'  
282.35'  
173.68'  
N45°08'12"E  
Radial 12.85'  
S89°53'29"E  
Radial  
C20  
L5  
L6  
L7  
L10  
C11  
C12  
N00°47'30"W  
Radial  
70.47'  
18  
19.82'  
162.54'  
N88°38'34"E  
SOUTH 253.46'

**Where is pipeline?  
Where are the  
powerlines?**

Feb. 16, 2007

**Easement  
Recorded**

## ALTA Survey

**Sub. Recorded**



The disappearing pipeline

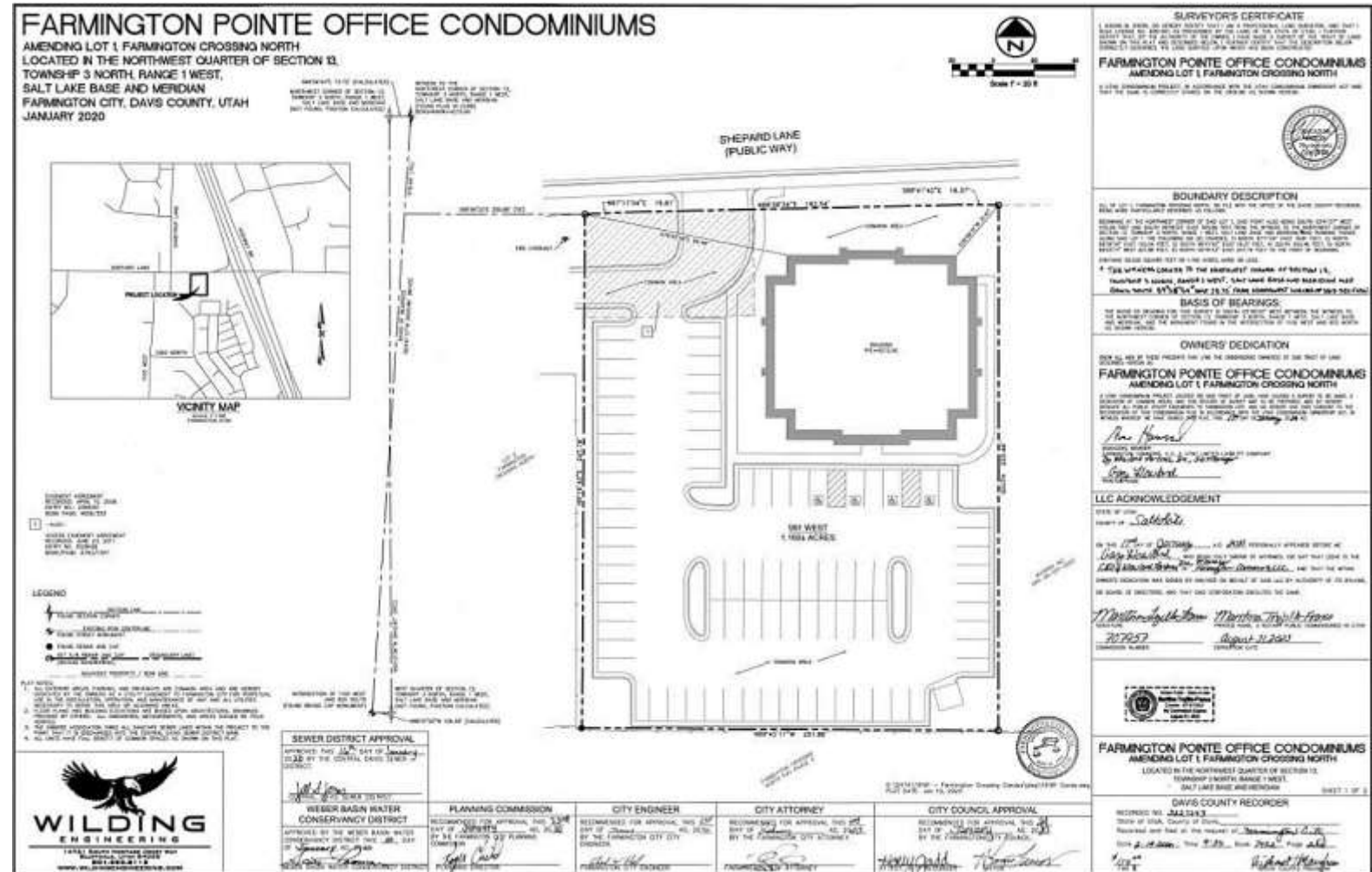
Dec. 8, 1958

Dec. 10, 2004

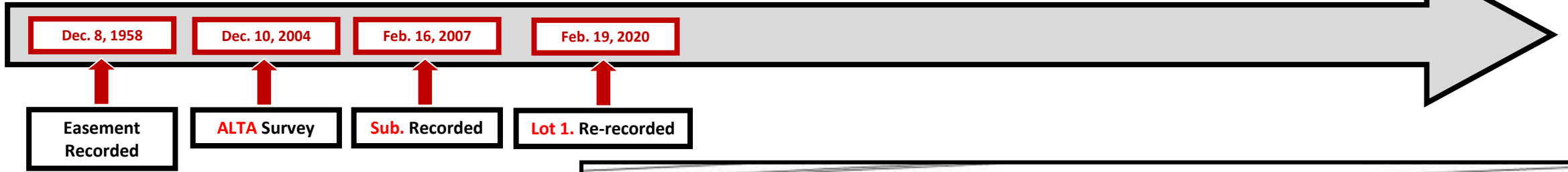
Feb. 16, 2007

Feb. 19, 2020

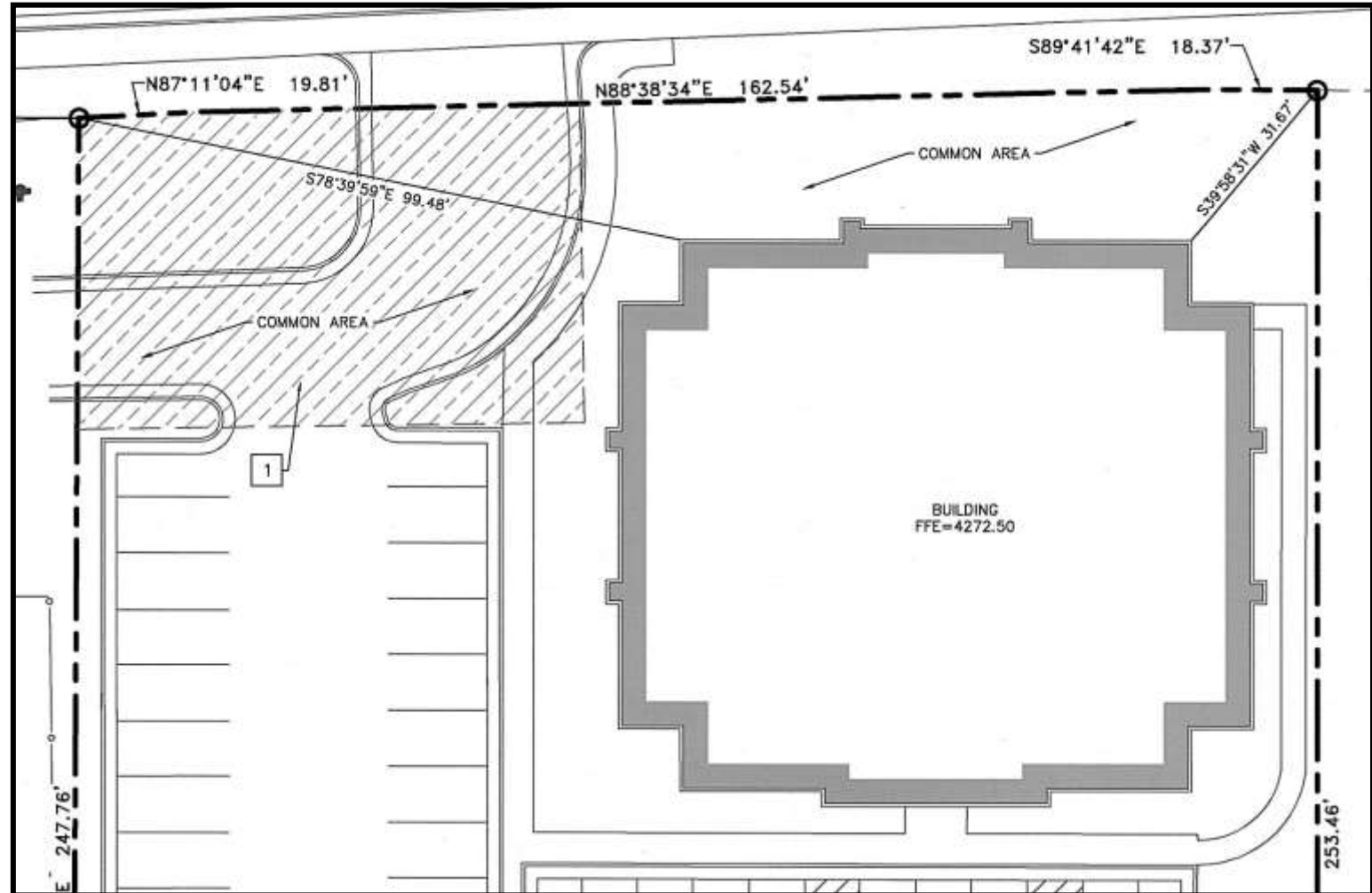
**Lot 1. Re-recorded**



# The disappearing pipeline



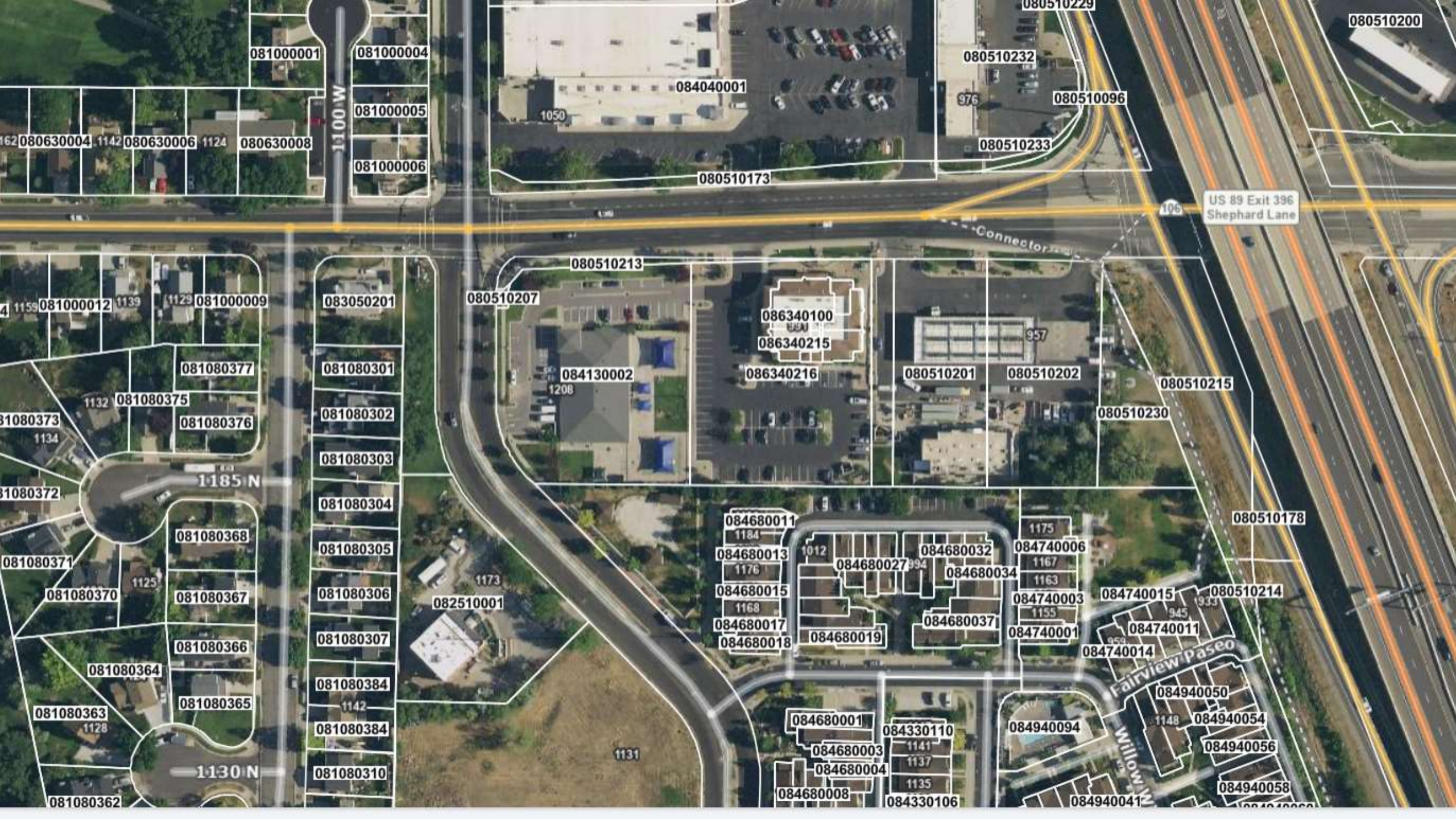
**Where is pipeline?  
Where are the  
powerlines?**











080510229

081000001

081000004

084040001

080510232

080510096

080510233

080510173

US 89 Exit 396  
Shephard Lane

080510213

080510207

086340100  
086340215

086340216

080510201

080510202

080510215

080510230

080510178

080510214

084740014

084940050

084940054

084940056

084940058

084680001

084680003

084680004

084680008

084330110

084330106

084940094

084940041

1185 N

1130 N

1100 W

Connector

Fairview Paseo

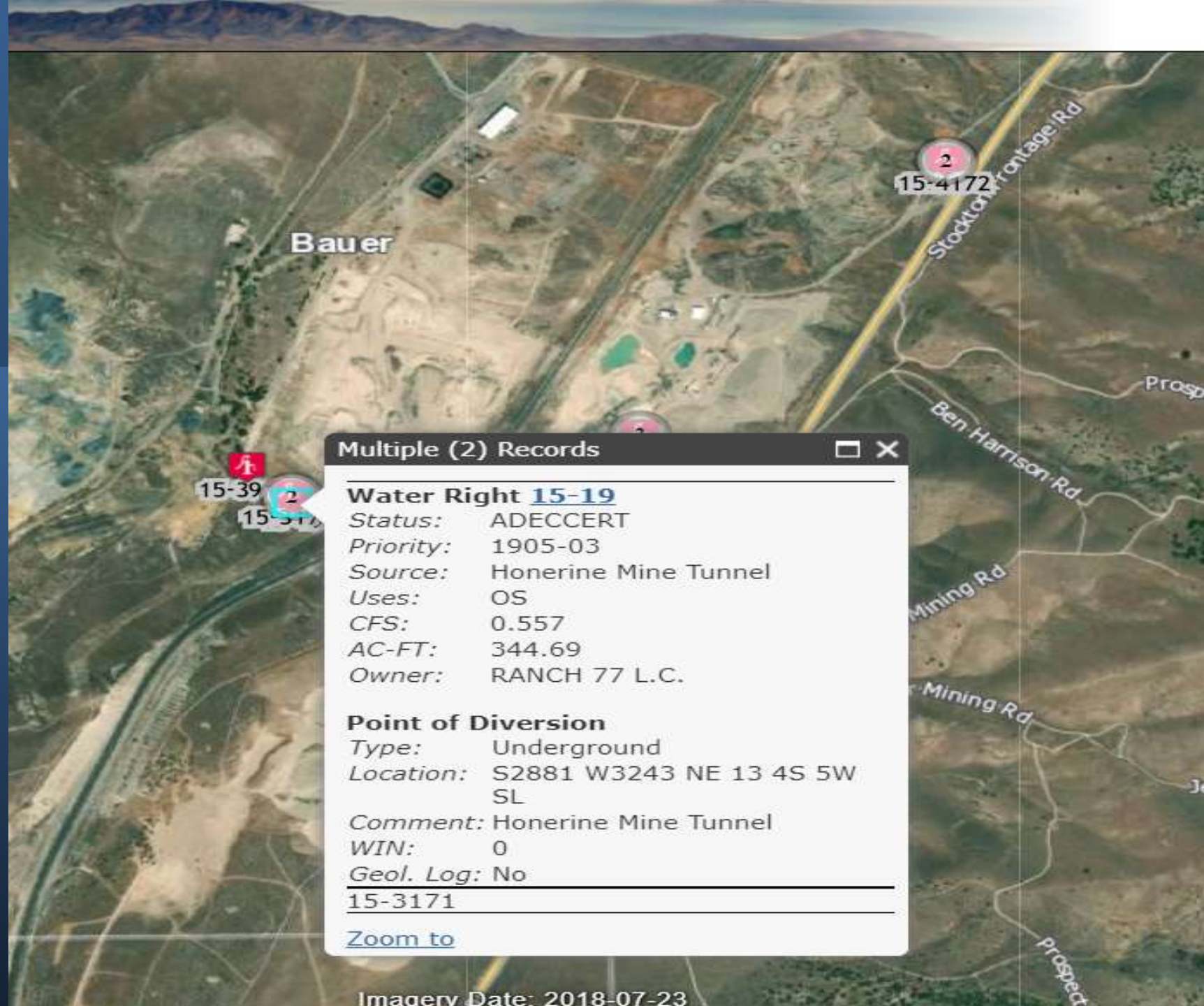
Willow Way



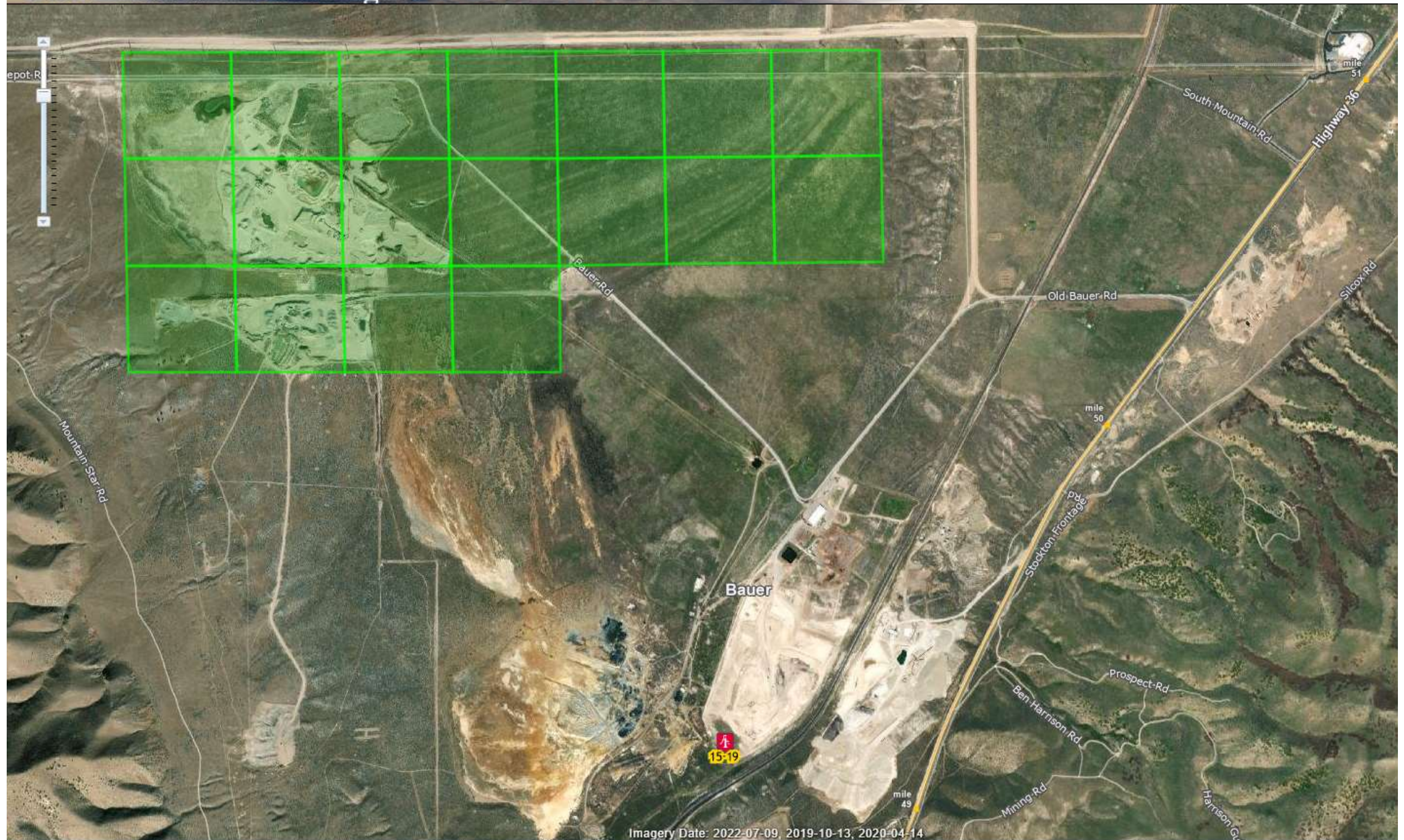
A dark blue, irregular ink blot or splash shape is centered on a white background. The blot has a textured, painterly appearance with some lighter blue and white speckles around its edges. Overlaid on the center of the blot is the text "Unrecorded Private Easements" in a clean, white, sans-serif font.

# Unrecorded Private Easements

# Tooele County Blues...

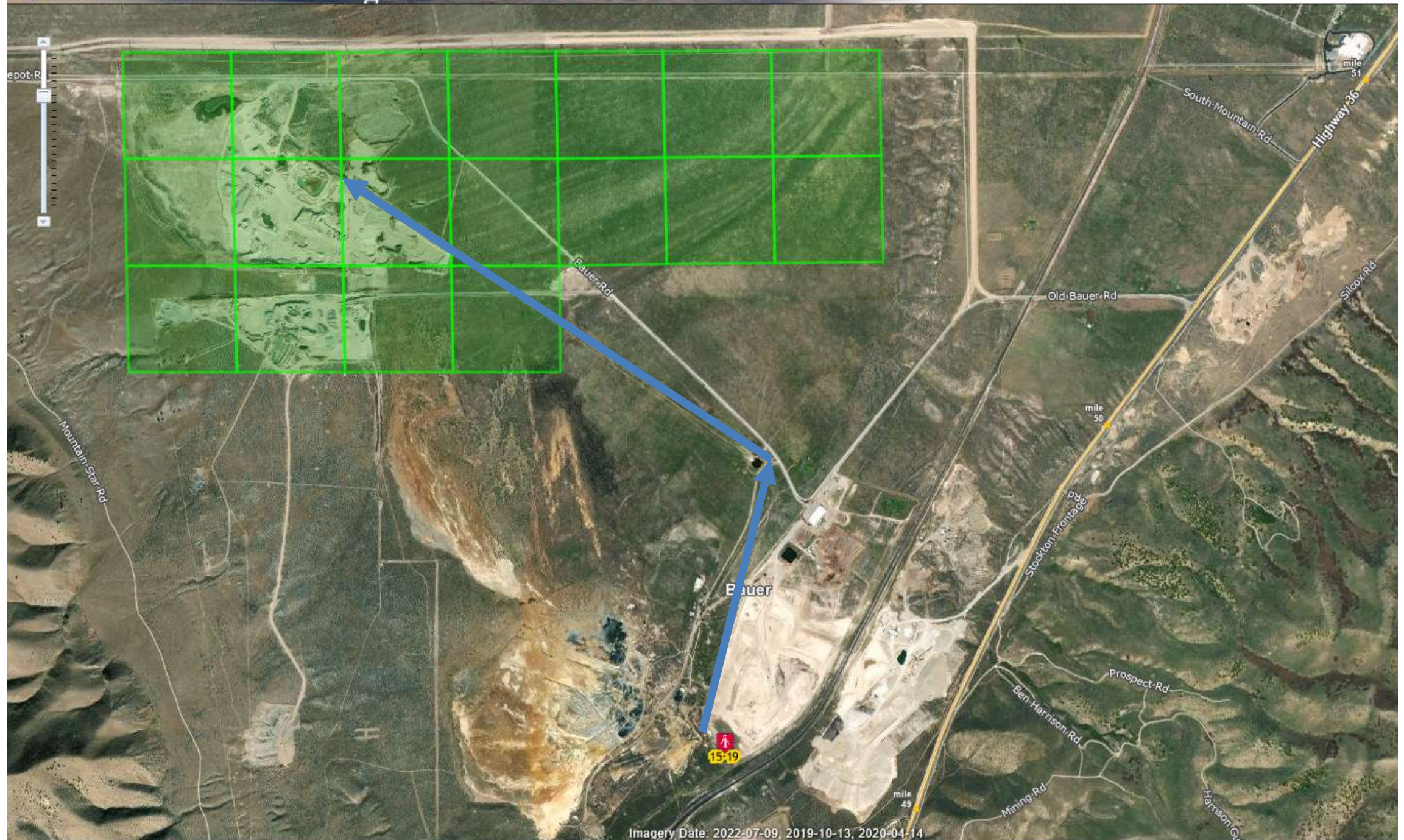








# Utah Division of Water Rights





EASEMENT

KNOW ALL MEN BY THESE PRESENTS: Archie Poarch, a resident of Tooele, Utah ("Grantor") hereby grants unto STOCKTON CONSOLIDATED MINES, INC., a Nevada corporation ("Grantee") and unto its successors and assigns the following easement for the construction, use and maintenance of a water pipeline across Grantor's property at Bauer, Utah situated in Section 13, Township 4 South, Range 5 West, SLB&M, Tooele County (the "Property"):

"An easement twenty feet in width being ten feet on each side of a line beginning at the centerline of the portal of the Honerine Tunnel within the Property and running generally NW along the line of the existing drainage ditch and thereafter generally north until off of the Property."

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and maintenance of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall not be used to remove from the Property any water belonging to Grantor except as may be authorized by Grantor in writing.

Grantor agrees to modify and refine this Easement from time to time and at any time that Grantee or its successors require such modification to correct or further define the parties rights hereunder. Grantee agrees to reimburse Grantor for any actual and reasonable costs incurred in such subsequent modification or refinement.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 28<sup>th</sup> day of August, 1995.

ARCHIE POARCH



STATE OF UTAH )  
 )  
COUNTY OF TOOELE )

*Should this Easement not be assigned  
to Kennecott, Stockton Consolidated Mines, Inc.,  
agrees to assign this Easement to S. L. Van  
Buren & Kenneth G. Hansen.  
J. Bennett, President of SCMI 8/28/95*

On this 28<sup>th</sup> day of August, 1995, personally appeared before me, Archie Poarch, who acknowledged that he executed the above instrument.









WHEN RECORDED MAIL TO:  
Ranch 77, LC  
C/O Kenneth G. Hansen  
2694 Oakwood Dr.  
Bountiful, Utah 84010

## Notice of Easement

Ranch 77, LC is recording this notice for information purposes. The easement extends through the following parcels located in Tooele County, State of Utah.

06-017-C-0016

06-017-C-0029

06-017-C-0028

06-017-C-00RR

06-017-C-0027

06-017-B-0035

06-017-A-0032

06-017-A-0018

06-017-A-0030

98-000-0-0546

98-000-0-0570

[illegible][illegible]

Casey 000002

JUDICIAL DISTRICT COURT  
Third Judicial District

JUN - 8 2006

SAN JUAN COUNTY

CLERK OF THE COURT

In Matthew Wilson (Plaintiff)  
vs.  
SOSI, INCORPORATED  
205 S Main Street, Suite 110B  
Salt Lake City, UT 84111  
Telephone: (801) 528-1178

Attorneys for General Stock Products, Inc.

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR  
TOWNE COUNTY, STATE OF UTAH

CYRUS LARD ENVIRONMENT LLC,  
Plaintiff,

vs.

RANCH PL C, CLARK BANGZGAD  
AND KENNETH HANSEN vs.  
INDIVIDUALS AND PERSONS  
UNKNOWN,

Defendants.

This matter came before the Court for hearing on June 8, 2006, at the plaintiff's motion for TRO. The defendants Ranch "P" and E. Buckland and R. Hansen were served with notice of this hearing and the complaint in this matter via certified mail that was signed, filed and mailed by the respondent upon E. Buckland on May 29, 2006.

The plaintiff was represented by the attorney of record Gary Smith. The defendants went present, but not represented by counsel. General Stock Products, Inc. had its motion in limine denied and was represented by counsel Ross Klein, LLP. The Court having reviewed the Plaintiff's motion requesting the defendant to come and defend their response on the subject land, and good cause appearing, the Court hereby orders the following:

DECLARED CORRECT - 000000000000

[illegible]



# Notice of Easement- Specific

WHEN RECORDED MAIL TO:  
Ranch 77, LC  
C/O Kenneth G. Hansen  
2694 Oakwood Dr.  
Bountiful, Utah 84010

Entry #: 529586  
12/15/2020 10:31 AM NOTICE  
Page: 1 of 8  
FEE: \$40.00 BY: RANCH 77, LC  
Jerry Houghton, Tooele County, Recorder

## Amended Notice of Easement

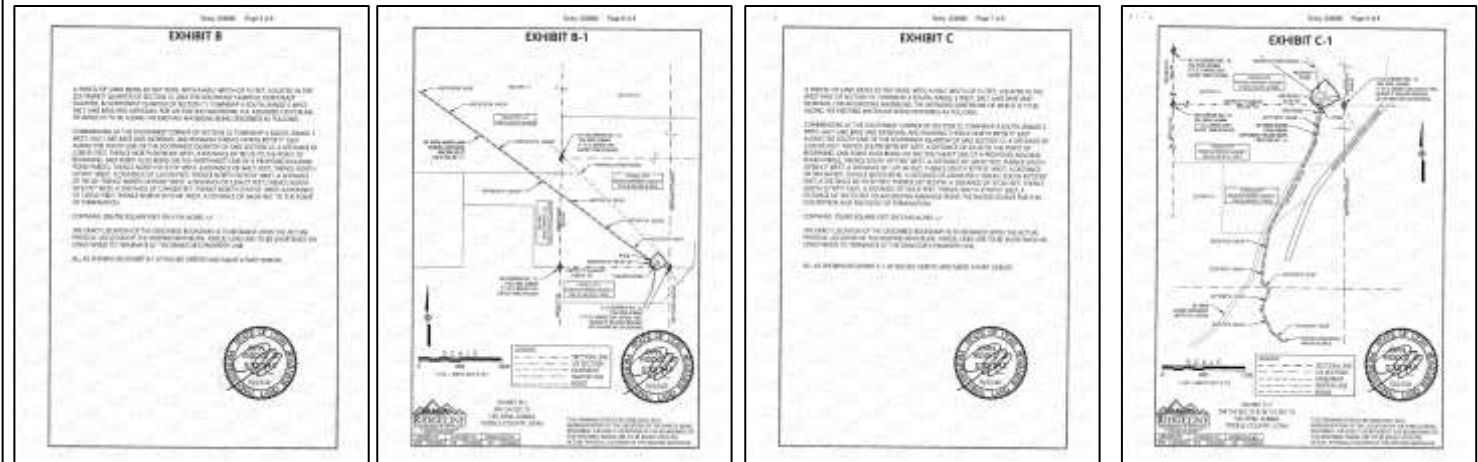
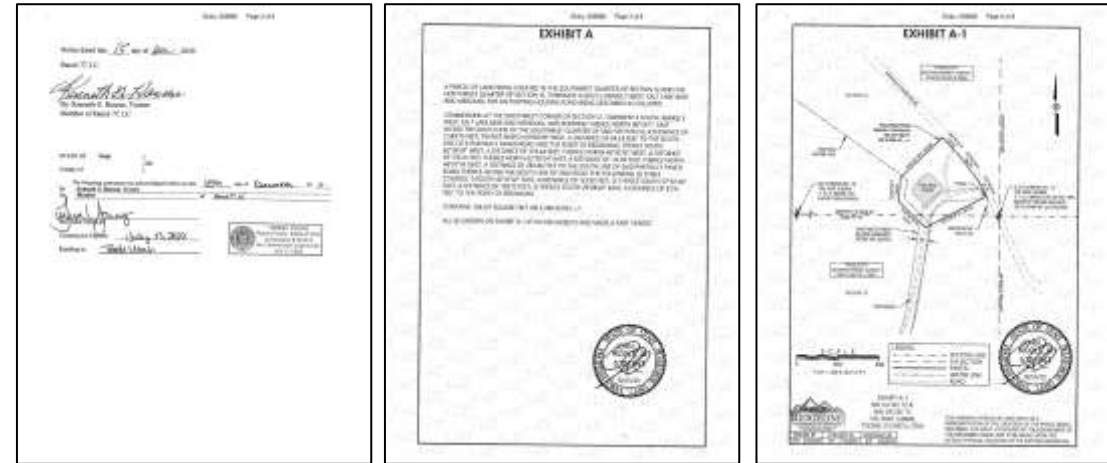
Ranch 77, LC, a Utah Limited Liability Company, with its principle office at 3112 West 350 North, Layton, Utah 84041, prepared a Notice of Easement dated April 7, 2020 and recorded said Notice on May 6, 2020 in the office of the Tooele County Recorder as Entry Number 509552.

Since recording the recording of the document Ranch 77 has received information clarifying the location of the water line and its location relative to several of the parcels acknowledged in the original recorded document and the intent of this Amended Notice of Easement is notify the public and other interested parties of the easement location.

For information and abstracting purposes, the parcel numbers referenced on the recorded Notice of Easement were as follows:

06-017-C-0016  
06-017-C-0029  
06-017-C-0028  
06-017-C-00RR  
06-017-C-0027  
06-017-B-0035  
06-017-A-0032  
06-017-A-0018

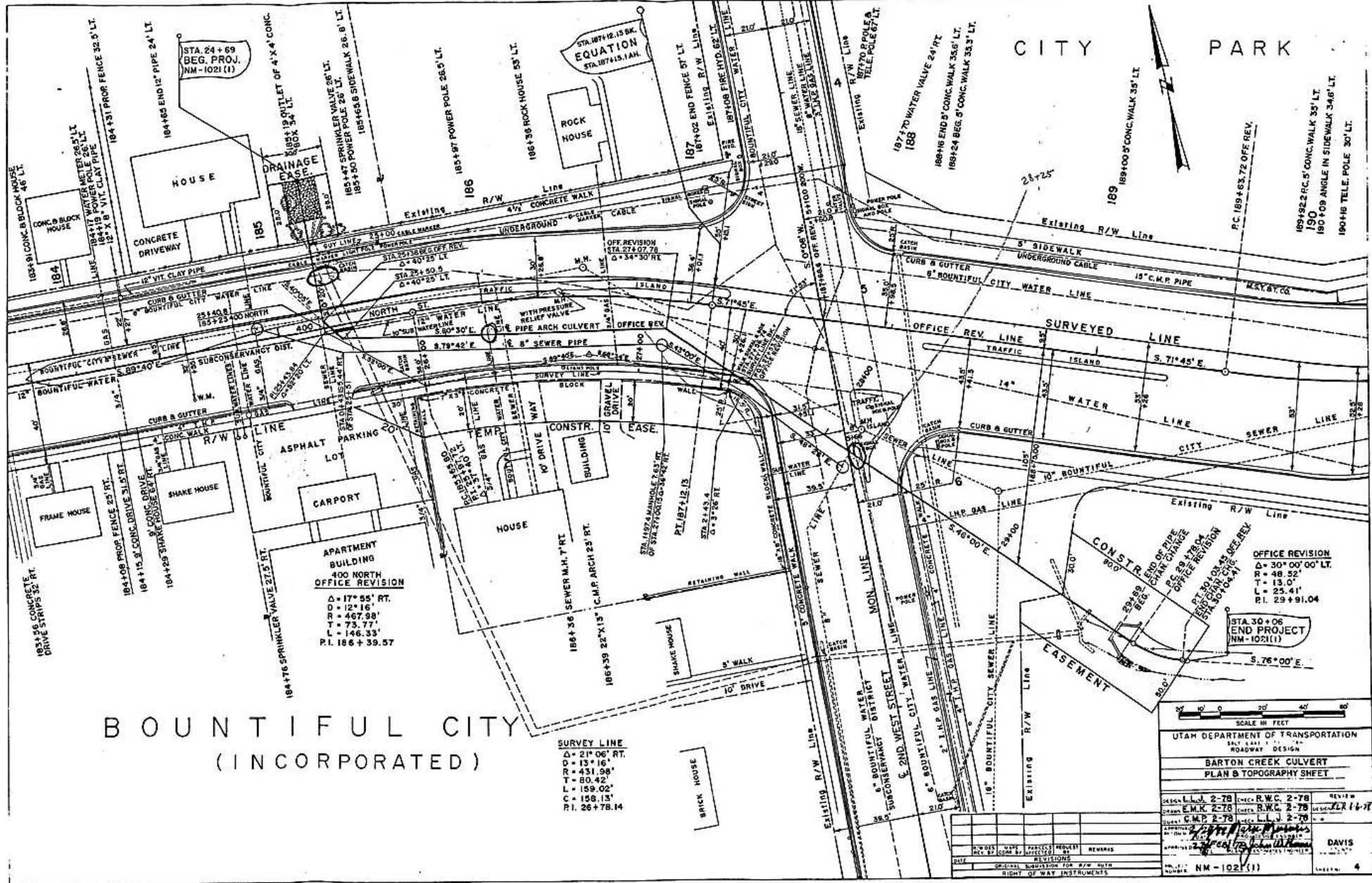
Attached as Exhibits to this document are the drawings and descriptions as prepared by the engineer.



A dark blue, irregular ink blot or splash shape is centered on a white background. The blot has a textured, painterly appearance with some lighter blue and white speckles around its edges. The text "Utilities and Unrecorded Easements" is written in a clean, white, sans-serif font, centered within the dark blue area.

# Utilities and Unrecorded Easements

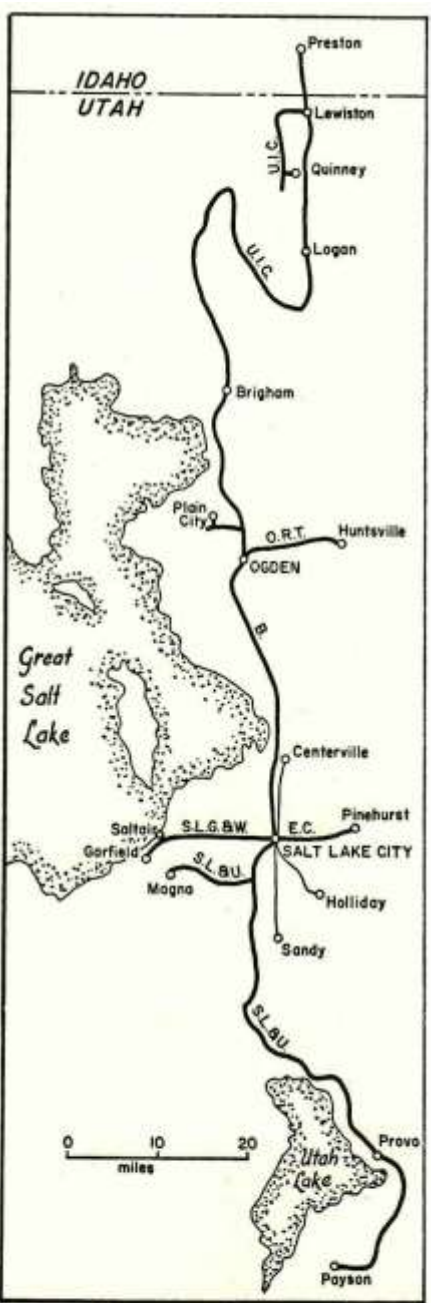




BOUNTIFUL CITY  
(INCORPORATED)

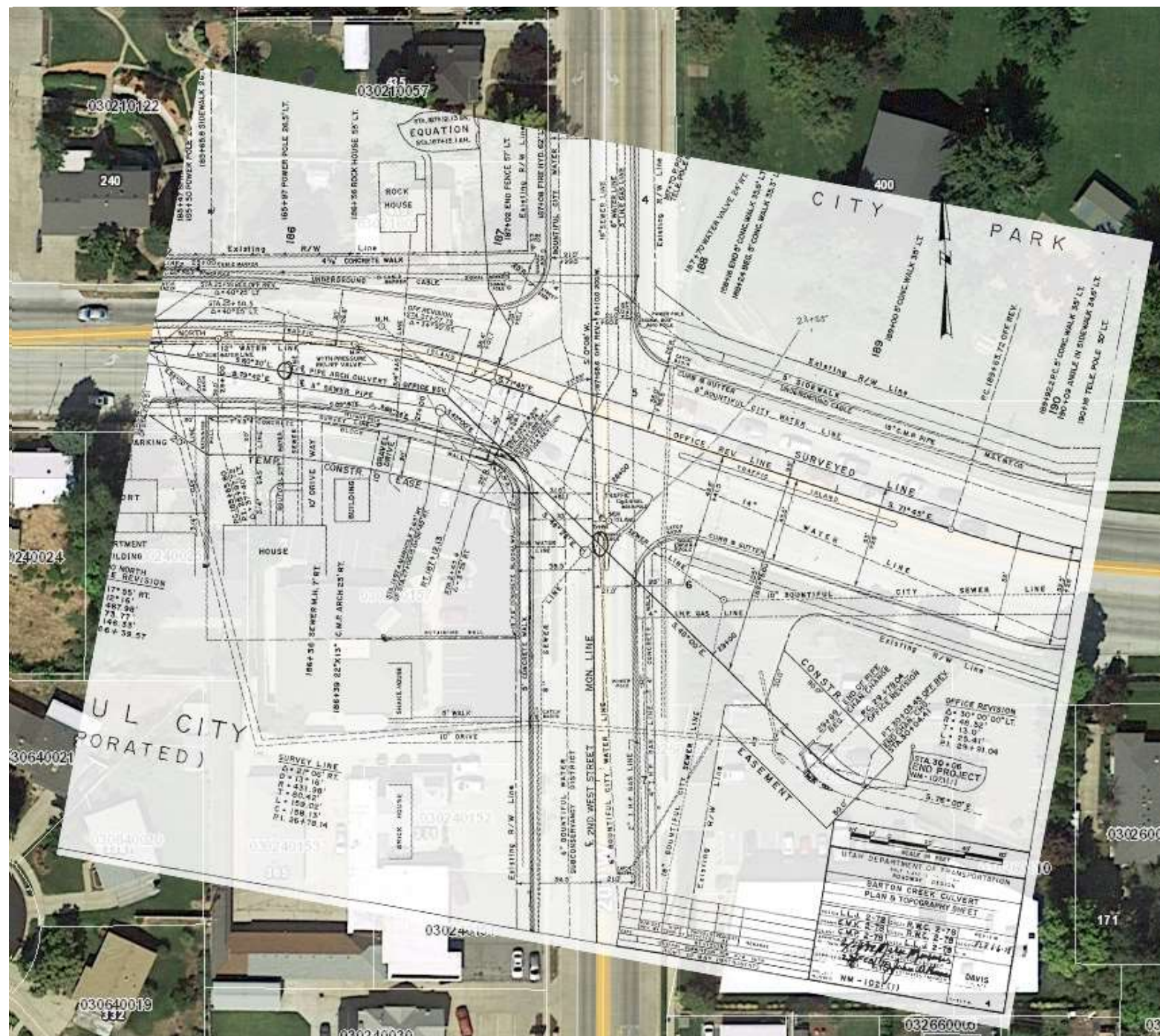
SURVEY LINE  
 $\Delta = 21^{\circ}06' RT.$   
 $D = 13'16"$   
 $TR = 431.98'$   
 $T = 30.42'$   
 $L = 159.02'$   
 $C = 158.13'$   
 $RI = 26+78.14$

SCALE IN FEET			
UTAH DEPARTMENT OF TRANSPORTATION			
SALT LAKE CITY			
ROADWAY DESIGN			
BARTON CREEK CULVERT			
PLAN & TOPOGRAPHY SHEET			
DESIGN L.L.J. 2-78	CHECK R.W.C. 2-78	REVISION	
DRAWN E.M.K. 2-78	CHECK R.W.C. 2-78	REVISION	
SURVEY C.M.P. 2-78	CHECK L.L.J. 2-78	REVISION	
APPROVED			
APPROVED			
DATE	ORIGINAL SUBMITTAL FOR R/W WITH	RIGHT OF WAY INSTRUMENTS	
NM-1021(1)		DAVIS	
4			



UIC: Utah-Idaho Central RR  
ORT: Ogden Rapid Transit Co.  
B: Bamberger Elec. RR  
SLG&W: Salt Lake Garfield & Western RR  
SL&U: Salt Lake & Utah RR  
EC: Emigration Canyon Ry.





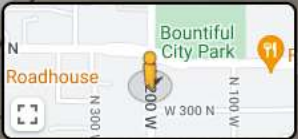


← 380 N 200 W


Bountiful, Utah

 Google Street View

Oct 2022 [See more dates](#)







Google



+

-









## Easements & Lien Priority



Get your house  
off my driveway

No loan possible



The image displays a collection of 20 real estate purchase contracts, organized in a 4x5 grid. Each contract is a form titled "REAL ESTATE PURCHASE CONTRACT" and includes various sections for property details, terms, and signatures. The contracts are arranged in four rows and five columns. The first two rows contain 10 contracts with handwritten annotations and checkboxes. The last two rows contain 10 contracts, some with handwritten annotations. The contracts are titled "REAL ESTATE PURCHASE CONTRACT" and include various sections for property details, terms, and signatures.

From 8/9/2017 to 6/29/2018 = 324 Days, 4 PR Updates

## BLOCK 39 PLAT C

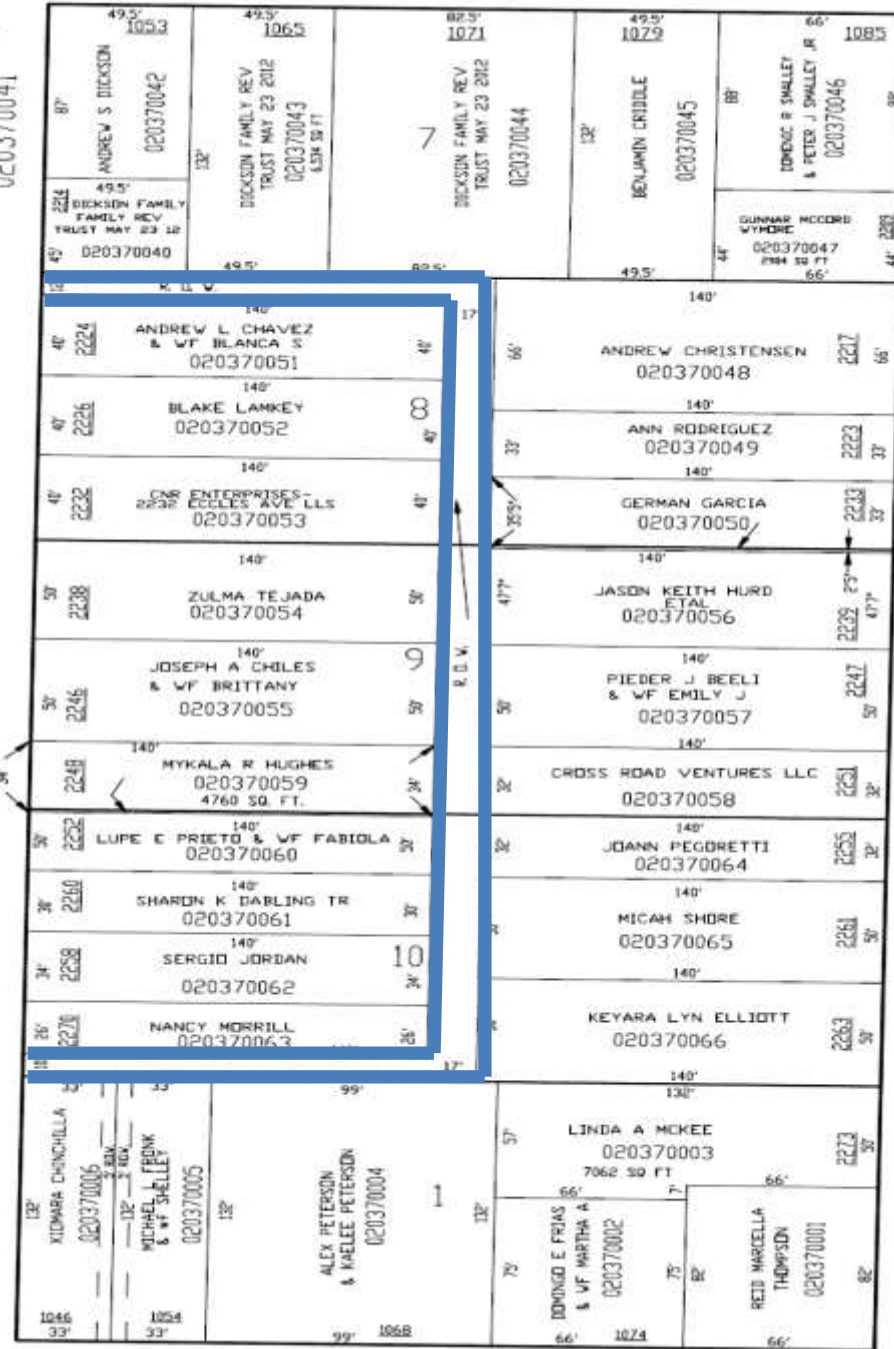
SEE PAGE 38

JACKSON

AVENUE



020370041





2270 Eccles Avenue, Ogden, UT



Ogden, Utah

 Google Street View

Aug 2011

[See more dates](#)



Google

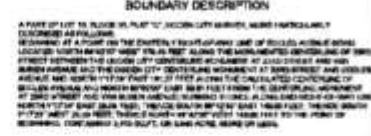










[illegible]

- ◆ DIRECT COSTS (DIRECTLY ATTRIBUTABLE TO A SERVICE)  
 ○ SET-UP COSTS (ALLOTTED)  
 □ OVERHEADS (ALLOTTED)  
 ———— COMPLETELY UNALLOCATED  
 - - - - - PARTIALLY UNALLOCATED  
 ..... NOT UNALLOCATED  
 —●— PARTIAL SERVICE COSTS  
 —○— ORIGINAL COST

**NARRATIVE**

[illegible]

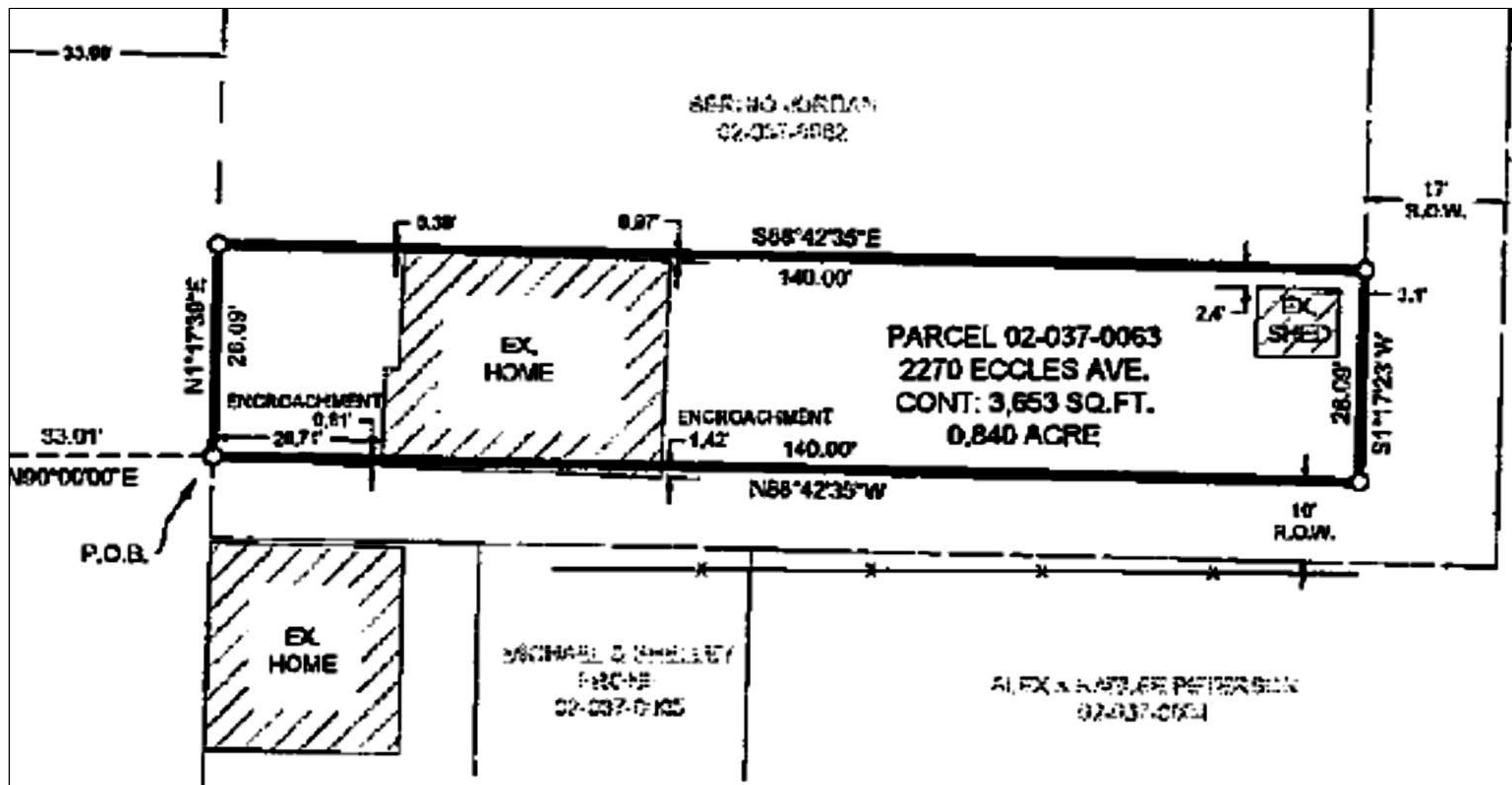
## SURVEYOR'S CERTIFICATE

[illegible]

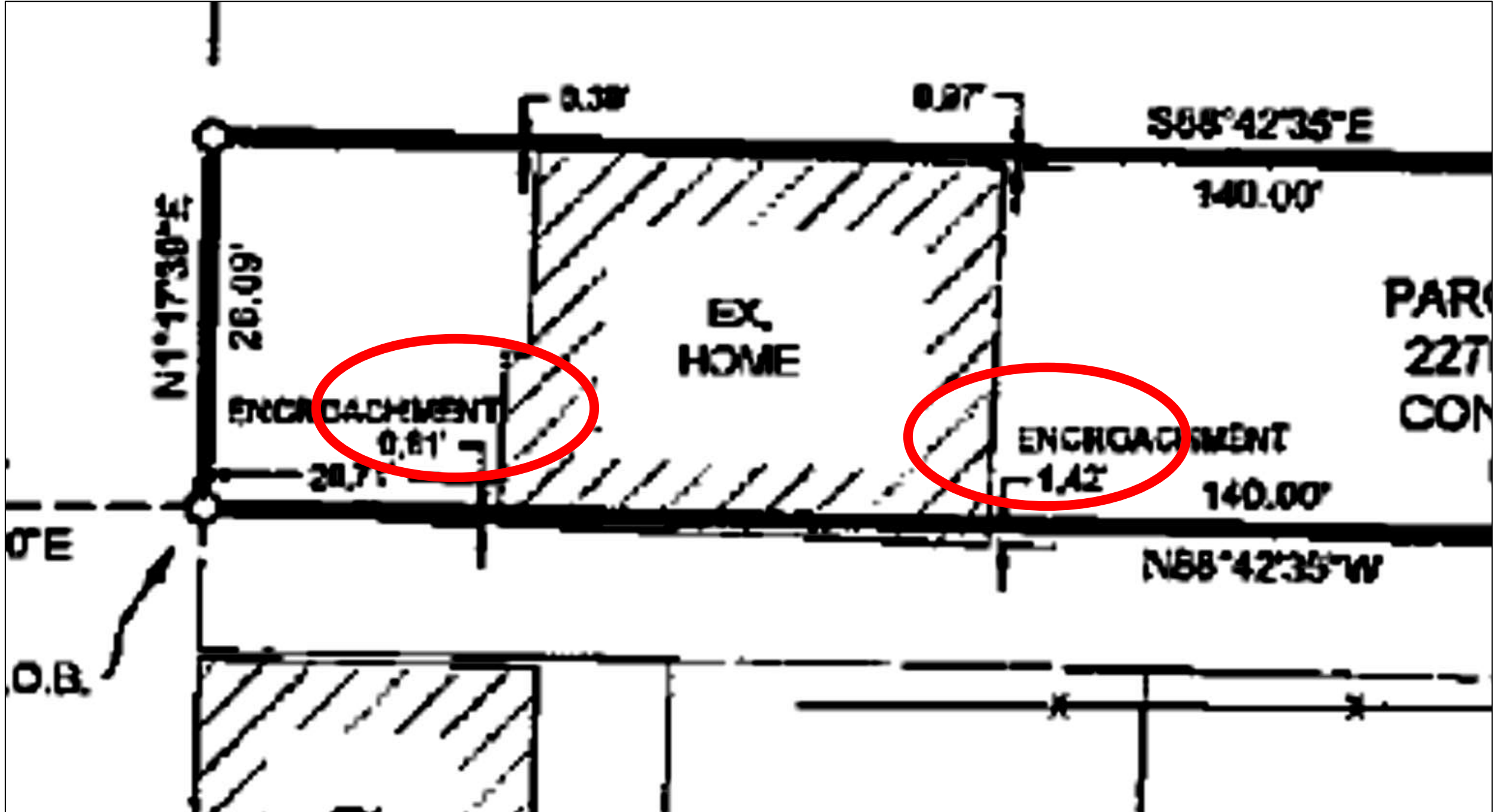
ENDING THIS MONTH UP TO 50% OFF



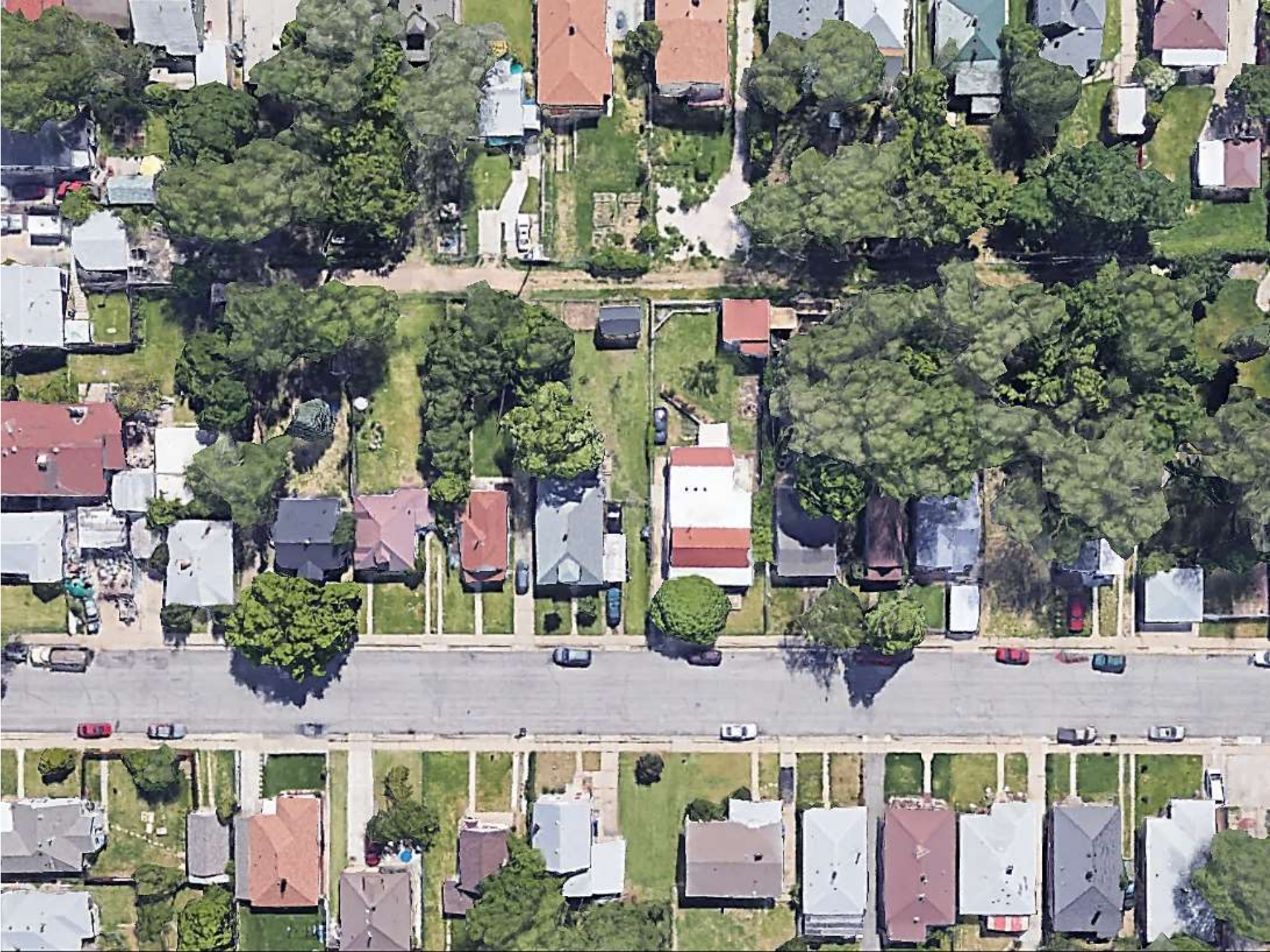
S1	 <b>GARDNER ENGINEERING</b> <small>ENGINEERING &amp; SURVEYING P.L.L.C. 1000 N. 10TH ST. SUITE 200 DENVER, CO 80202-1500 TEL: 303.733.1100 FAX: 303.733.1101 WWW.GARDNERENGINEERING.COM</small>	PROPERTY SURVEY FOR PEG HOOVER 2270 ECCLES AVENUE, OGDEN, UTAH LOCATED IN THE SOUTH-EAST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST, S.1.B. AND M.	REVISIONS <table> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>		DATE	DESCRIPTION																	SHEET 11 OF 12 DATE 10/1/2011
			DATE	DESCRIPTION																			



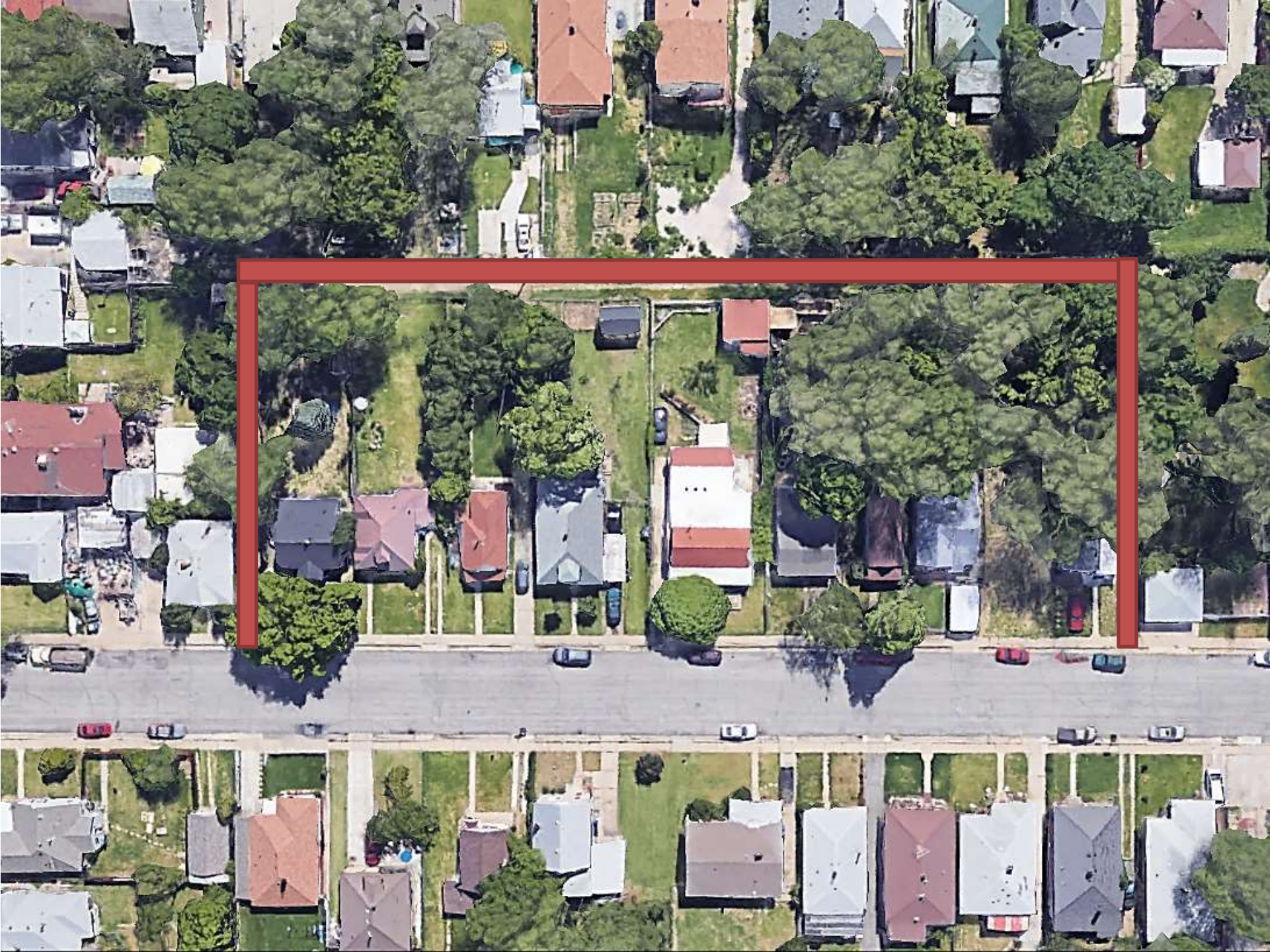














**✖ = 24**

020370041	ANDREW S. DECKEN TRUST MAY 23 2012 020370040	JACKSON FAMILY REV TRUST MAY 23 2012 020370043	JACKSON FAMILY REV TRUST MAY 23 2012 020370044	BENJAMIN CRIDDLE 020370045	EDMOND R SHALLEY & PETER J SHALLEY JR 020370046
	ANDREW L CHAVEZ & WF BLANCA S 020370051	BLAKE LANKEY 020370052	RENE ENTERPRISES - EECLES AND LLS 020370053	ZULMA TEJADA 020370054	JOSEPH A CHOLE & WF BRITTANY 020370055
	MYKALA K HUGHES 020370059	LUPE C PRIETO & WF FABIOLA 020370060	SHARON K DARLING TR 020370061	SERGIO JORDAN 020370062	NANCY MORRILL 020370063
	XIMARA CHANCHILLA 020370064	MICHAEL R FRANKLIN 020370065	ALEX PETERSEN & KALEE PETERSEN 020370066	LINDA A MOKEE 020370067	DOMINGO E FRIAS & WF MARTHA A 020370068
	KIMBERLY THOMPSON 020370069	KEVIN MARRIAGE 020370070	DAVID E. BROWN 020370071	WILLIAM W. BROWN 020370072	WILLIAM W. BROWN 020370073





\*W2923497\*

E# 2923497 PG 1 OF 25  
Leann H. Kilts, WEBER COUNTY RECORDER  
31-May-18 03:53 PM FEE \$75.00 DEP TN  
REC FOR: METRO NATIONAL TITLE  
ELECTRONICALLY RECORDED

E# 2923497 PG 2 OF 25

## ENCROACHMENT EASEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of November, 2017, by and between the undersigned parties.

WHEREAS, 2270 Eccles, LLC (called "First Party"), is the owner of real estate located at 2270 Eccles Avenue, Ogden, Utah 84401, Parcel No. 02-037-0063, more particularly described as:

PART OF LOT 10, BLOCK 39, PLAT C, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 33 FEET EAST AND 10 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 10; RUNNING THENCE EAST 140 FEET; THENCE NORTH 26 FEET; THENCE WEST 140 FEET; THENCE SOUTH 26 FEET TO THE PLACE OF BEGINNING. TOGETHER WITH A RIGHT-OF-WAY FOR ALL PURPOSES OF INGRESS AND EGRESS OVER A PART OF LOTS 9 AND 10, BLOCK 39, PLAT C, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 10 AND RUNNING THENCE EAST 157 FEET; THENCE NORTH 264 FEET; THENCE WEST 17 FEET; THENCE SOUTH 254 FEET; THENCE WEST 140 FEET; THENCE SOUTH 10 FEET TO THE PLACE OF BEGINNING. ; and

WHEREAS, a private Right of Way abuts the First Party's property on the southern and eastern boundaries, more particularly described in the survey attached as Exhibit A;

WHEREAS, ownership of and right to access and traverse the private Right of Way is vested in all the abutting property owners (with the more complete legal descriptions being attached as Exhibit B) listed below (collectively, the "Second Party"):

Name	Property Address	Property Serial No.
Andrew L. Chavez & wf Blanca Chavez	2224 Eccles Avenue	02-037-0051
Blake Lamkey & Tanay Sokol	2226 Eccles Avenue	02-037-0052
CNR Enterprises-2232 Eccles Ave LLC	2232 Eccles Avenue	02-037-0053
Zulma Tejada	2238 Eccles Avenue	02-037-0054
Joseph A. Chiles & wf Brittany Chiles	2246 Eccles Avenue	02-037-0055
Property Seller Solutions, LLC	2248 Eccles Avenue	02-037-0059
Lupe E. Prieto & wf Fabiola Prieto	2252 Eccles Avenue	02-037-0060
Sharon K. Dabiling, Trustee	2260 Eccles Avenue	02-037-0061
Sergio Jordan	2268 Eccles Avenue	02-037-0062
Andrew Christensen	2217 Van Buren Avenue	02-037-0048
Ann Rodriguez	2223 Van Buren Avenue	02-037-0049
German Garcia	2233 Van Buren Avenue	02-037-0050

Romel Antonio Caceres & wf Rocio Agreda Pedreros	2239 Van Buren Avenue	02-037-0056
Peider J. Beeli & wf Emily J. Beeli	2247 Van Buren Avenue	02-037-0057
Cross Road Ventures, LLC	2251 Van Buren Avenue	02-037-0058
Joann Peggoretti	2255 Van Buren Avenue	02-037-0064
Micah Shore	2261 Van Buren Avenue	02-037-0065
Rebecca A. Parkhurst	2263 Van Buren Avenue	02-037-0066

and

WHEREAS, the house, beginning at a point approximately 20.71 feet east of the southwest property corner encroaches on the Right of Way by approximately 1.42 feet at the widest point; and

WHEREAS said encroachments have existed continuously since no later than 1915; and

WHEREAS, said encroachments are shown on attached Exhibit A, being a survey dated August 30, 2017, prepared by Klint H. Whitney; and

WHEREAS, all parties prefer to resolve the matter without resort to litigation; and

WHEREAS, Second Party wishes to grant First Party the continued right to maintain said encroachments, subject to the conditions hereinafter stated;

NOW THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged by each party hereto, it is hereby agreed as follows:

1. Second Party grants to First Party a permanent, perpetual easement to maintain and repair the house at its present location as shown on attached Exhibit B. No further encroachments may be placed onto the property of Second Party nor shall the above-referred-to encroachments be expanded without the express written consent of each and every Second Party.

2. First Party shall maintain and repair said encroachments as identified in paragraph one above. The cost of maintaining or repairing said encroachments shall be borne solely by First Party.

3. In the event First Party desires to completely replace any of the items referred to in paragraph one, such replacements shall be located solely on the real estate owned by First Party, and the aforesaid easement, as to the item so replaced, shall terminate. In the event First Party desires to remove any or all of said encroachments, the easement shall terminate as to that portion (or all) of the encroachments so removed; provided, however, that such termination shall not be effective until the parties have executed and recorded a recordable amendment to (or termination of) this easement. First Party shall promptly file a termination of this easement when appropriate.

4. First Party hereby indemnifies and holds First Party harmless from and against any and

The Order of the Court is stated below:

Dated: May 23, 2018  
01:42:41 PM/s/ CAMILLE NEIDER  
District Court Judge

Celeste C. Canning (8580)  
CELESTE C. CANNING PLLC  
2668 Grant Ave Ste 104A  
Ogden, Utah 84401  
Telephone: (801) 612-9299  
Facsimile: (801) 612-0299  
Email: ccanninglaw@aol.com  
Attorney for Plaintiff

STATE OF UTAH }  
COUNTY OF WEBER } ss  
I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE  
ORIGINAL ON FILE IN MY OFFICE.  
DATED THIS 30 DAY OF May 20 18  
CLERK OF THE COURT  
BY [Signature] DEPUTY  
PAGE 1 THROUGH 2



IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR  
WEBER COUNTY, OGDEN DEPARTMENT, STATE OF UTAH

2270 Eccles, LLC,

Plaintiff,

v.

ANDREW CHRISTENSEN, PIEDER  
BEELI, EMILY BEELI, GERMAN  
GARCIA, ROMEL ANTONIO CACERES,  
ROCIO AGREDA CACERES, ANN  
RODRIGUEZ, JOANN PEGORETTI,  
REBECCA PARKHURST, ANDREW L.  
CHAVEZ, BLANCA CHAVEZ

Defendants.

ORDER AND JUDGMENT ON  
PLAINTIFF'S AMENDED MOTION  
FOR SUMMARY JUDGMENT

Case No. 170908197

Judge: Camille Neider

THE COURT having reviewed the pleadings filed in this matter, and being fully advised  
in the premises, enters this Order granting Plaintiff's Amended Motion for Summary Judgment,  
as is more fully set forth below.





Love is my priority



## Easements- Title Policy Differences

- A standard title policy only insures access to the parcel
- A Homeowner's policy includes vehicular and pedestrian access (Residential Policy)





1588

7340

1590

1600

1630

7386

1587

31-2524

7400 S

1550 E

60



# Utah Division of Water Rights





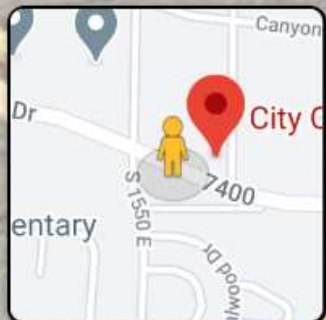
1590 UT-60  
South Weber, Utah



Google



Street View



Google





S Weber Dr

60





S Weber Dr

7400

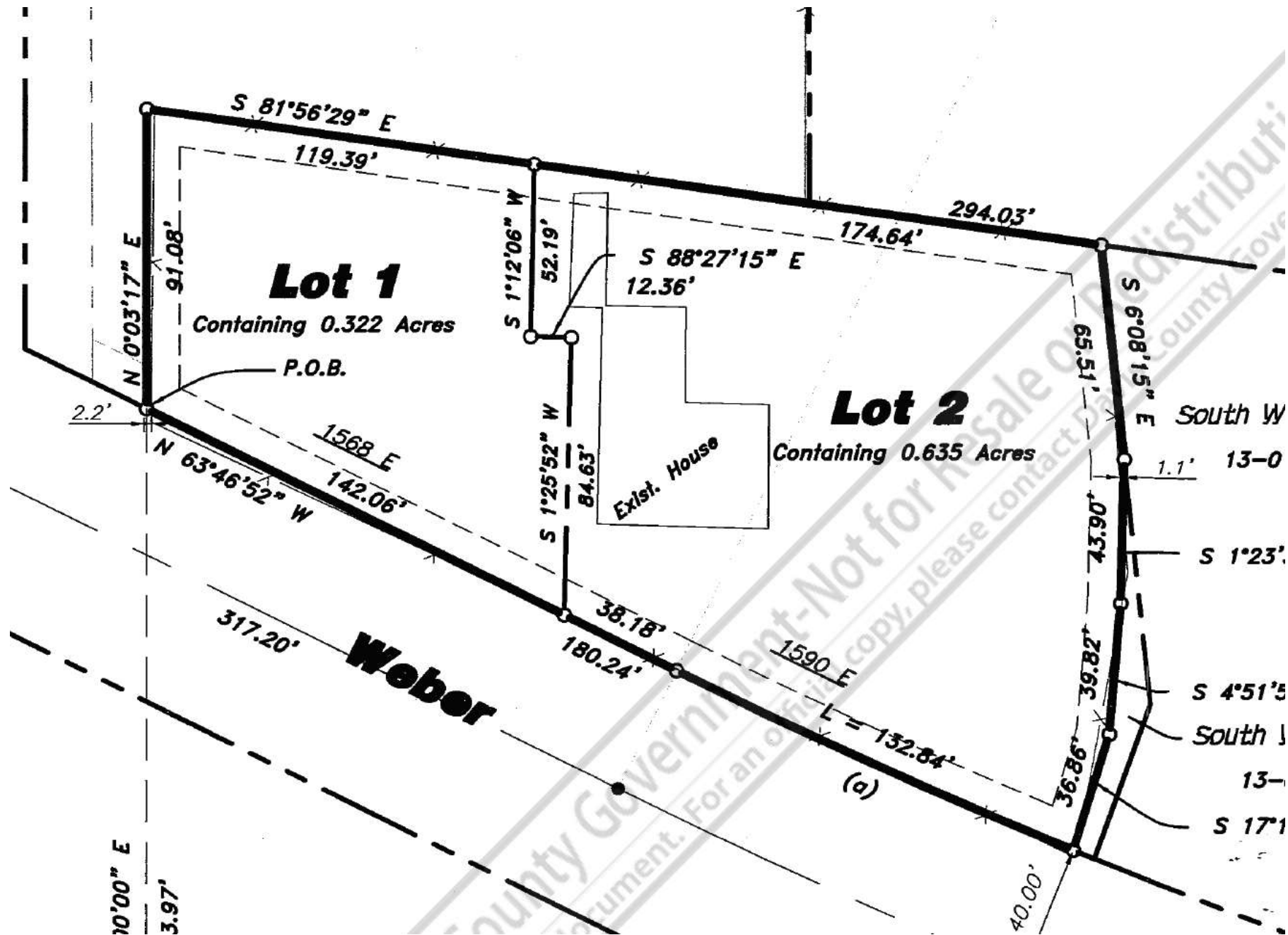
S1550 E

S Weber Dr

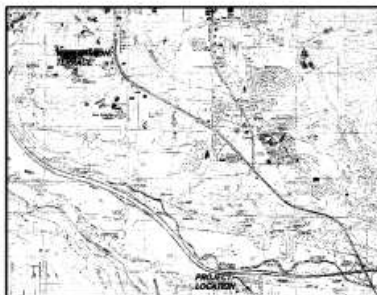
60

5806









VICINITY MAP

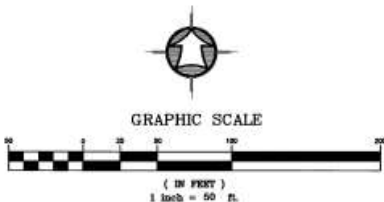
FINAL PLAT FOR  
**Kobb Estates Subdivision**  
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27,  
TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE  
SALT LAKE BASE AND MERIDIAN  
SOUTH WEBER CITY, DAVIS COUNTY, UTAH  
MAY, 2006

SURVEYOR'S CERTIFICATE

I, K. Greg Hansen, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 167819 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots, hereafter to be known as Kobb Estates Subdivision and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that this plat meets the requirements of the applicable zoning ordinances.

Signed K. Greg Hansen  
K. Greg Hansen  
LAND SURVEYOR  
STATE OF UTAH

Date APR 25 2006  
Date



GRAPHIC SCALE

Lot No.	Address
1	1988 East South Weber Drive
2	1990 East South Weber Drive

APPROVED THIS 28th DAY OF April, 2006  
BY QUESSTAR  
Michael Paul  
QUESTAR GAS

APPROVED THIS 20th DAY OF April, 2006  
BY QWEST  
Michael Paul  
QWEST

APPROVED THIS 13th DAY OF April, 2006  
BY PACIFIC CORP.  
Rob Meyer  
PACIFIC CORP. POWER

Subdivision Boundary Description

A PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, BEGINNING AT A POINT ON THE NORTHEAST RIGHT-OF-WAY LINE OF SOUTH WEBER DRIVE LOCATED SOUTH 89°53'17" WEST 2825.21 FEET (2825.5 FEET RECORD) ALONG THE SOUTH LINE OF SAID SECTION AND NORTH 09°00'00" EAST 313.97 FEET (307.0 FEET RECORD) FROM THE SOUTHEAST CORNER OF SAID SECTION, RUNNING THENCE NORTH 09°03'17" EAST 81.08 FEET; THENCE SOUTH 81°56'29" EAST 294.05 FEET; THENCE SOUTH 09°07'15" EAST 85.51 FEET; THENCE SOUTH 07°23'53" WEST 45.80 FEET; THENCE SOUTH 04°51'50" WEST 39.82 FEET; THENCE SOUTH 17°14'47" WEST 48.86 FEET TO SAID RIGHT-OF-WAY LINE, THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) TO THE RIGHT ALONG THE ARC OF A 1870.10 FOOT RADIUS CURVE, A DISTANCE OF 132.84 FEET, CHORD BEARS NORTH 85°48'58" WEST 122.61 FEET; (2) NORTH 67°48'53" WEST 180.24 FEET TO THE POINT OF BEGINNING, CONTAINING 0.857 ACRES AND TWO LOTS.

OWNER'S DEDICATION

Known all men by these presents that the undersigned owners of the above described tract of land, having caused same to be subdivided into lots, as shown on this plat, to be hereafter known as Kobb Estates Subdivision do hereby dedicate, grant, and convey to South Weber City, Davis County, Utah, all those certain strips or easements for public utility and drainage purposes, as shown hereon. The same to be used for the installation, maintenance, and operation of public utility service lines and drainage as may be authorized by South Weber City Ordinances.

Wesley F. Guzman  
In witness whereof Wesley F. Guzman hereunto set his hand and seal this 23rd day of May A.D., 2006.  
Wesley F. Guzman  
Randy A. Spens  
Randy Spens  
Randy A. Spens  
Randy Spens

Southwest Corner of Section 27,  
T. 5 N., R. 1 W., SLB&M  
Davis County Surveyor  
Brass Cap Monument

NOTE:  
ALL UTILITY EASEMENTS ARE 10.0' UNLESS OTHERWISE NOTED.

LEGEND:

- PROPERTY LINE
- CENTERLINE
- EXISTING FENCE
- DEDICATED STREET R.O.W.

**HAI HANSEN & ASSOCIATES, INC.**  
Consulting Engineers and Land Surveyors  
838 North Main Brigham City, Utah 84302  
Brigham City 382-3481  
382-3480  
382-8275

Note: There are known Contaminants in the area.  
For questions, call HAI Air Force Base.

ACKNOWLEDGMENT

STATE OF UTAH  
COUNTY OF DAVIS:  
ON the 23rd day of May, 2006 PERSONALLY  
APPEARED BEFORE ME, the undersigned Notary Public,  
SIGNERS OF THE ABOVE DEDICATION, Wesley F. Guzman, IN NUMBER,  
WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE  
FOREGOING DEDICATION FREELY AND VOLUNTARILY AND FOR THE  
PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.  
Wesley F. Guzman  
NOTARY PUBLIC  
RESIDING AT

ACKNOWLEDGMENT

State of Utah  
County of Davis:  
On the 17th day of May 2006 Personally  
appeared before me, the undersigned Notary Public,  
SIGNERS OF THE ABOVE DEDICATION, Randy A. Spens and  
Wesley F. Guzman, who acknowledged to me that they  
executed the foregoing dedication freely  
and voluntarily and for the purposes and  
considerations therein expressed.  
Wesley F. Guzman  
NOTARY PUBLIC  
RESIDING AT

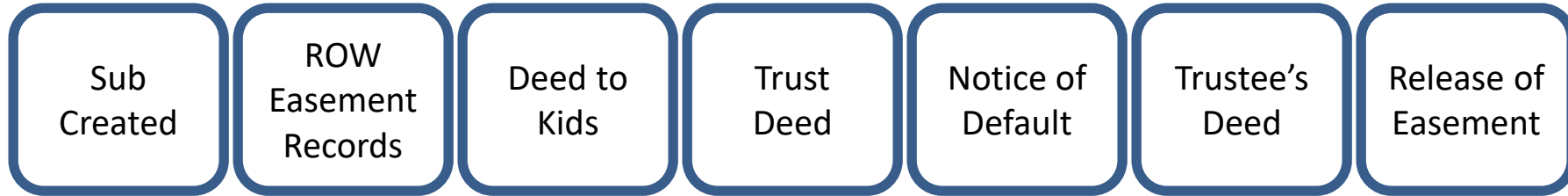


SOUTH WEBER PLANNING COMMISSION APPROVAL  
APPROVED THIS 3rd DAY OF May, 2006  
BY THE SOUTH WEBER CITY PLANNING COMMISSION.  
Chairman  
CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

SOUTH WEBER CITY ENGINEER'S APPROVAL  
APPROVED THIS 2nd DAY OF MAY, 2006  
BY THE SOUTH WEBER CITY ENGINEER.  
Engineer  
SOUTH WEBER CITY ENGINEER

SOUTH WEBER CITY COUNCIL APPROVAL  
APPROVED THIS 2nd DAY OF May, 2006  
BY THE SOUTH WEBER CITY COUNCIL.  
City Recorder  
CITY RECORDER

DAVIS COUNTY RECORDER  
ENTRY NO. 16325 FEE PAID \$32.00  
FILED FOR RECORD AND RECORDED THIS  
DAY OF OFFICIAL RECORDS PAGE 1 OF 1  
Richard T. Brigham  
DAVIS COUNTY RECORDER  
BY Richard T. Brigham  
CITY RECORDER





WHEN RECORDED RETURN TO  
Rocky D. Crofts  
Smith Knowles, P.C.  
4723 Harrison Blvd #200  
Ogden, UT 84403

E 2170339 B 4040 P 695-699  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
05/23/2006 12:07 PM  
FEE \$18.00 Pgs: 5  
DEP RT REC'D FOR LINCOLN TITLE INS  
URANCE AGENCY

13-266-0001+0002 D

142, Kobb Est

### DEED OF EASEMENT

This Deed of Easement ("Easement Agreement") is entered into this 17th day of ~~August~~ <sup>December</sup>, 2005, by and between Vergil F. Glismann and Carolyn L. Glismann (hereinafter "Glismann"), and Randy Spens and Heidi Spens (hereinafter collectively "Spens").  
Glismann and Spens shall hereinafter sometimes be collectively referred to as the "Parties".

### RECITALS:

A. WHEREAS, Glismann is the owner of that certain real property ("Glismann Property") known as Lot 2 Kobb Estates Subdivision located in South Weber, Davis County, State of Utah.

B. WHEREAS, Spens is the owner of certain adjacent real property ("Spens Property") known as Lot 1 Kobb Estates Subdivision according to the official plat thereof, located in South Weber, Davis County, State of Utah.

C. WHEREAS, Spens and Glismann require access for ingress and egress to their respective parcels, and

D. WHEREAS, the Parties now desire to enter into this Deed of Easement to

provide each other with a perpetual right of way easement across the Spens and Glismann Property which easement is more particularly described in Exhibit "A" hereto.

NOW, THEREFORE, for the amount of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged by Grantor, it is hereby agreed as follows:

1. Spens Easement Grant. Spens does hereby convey, grant and transfer to Glismann, a right of way easement across the Spens Property. The legal description of the easement granted to Glismann is set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

2. Glismann Easement Grant. Glismann does hereby convey, grant and transfer to Spens, a right of way easement across the Glismann Property. The legal description of the easement granted to Spens is set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

2. Use and Scope. The following terms and conditions shall apply to this Deed of Easement:

- a. This easement agreement shall become effective upon execution by the parties and shall continue in perpetuity.
- b. The rights created in this easement agreement shall be for the Parties' or their assignee's perpetual right of way to access of the above described properties, including but not limited to installation,

maintenance and repair of said right of way, as needed, over, across and/or under the Properties for the benefit of the Parties and/or their assigns.

3. Obstructions. The Parties hereby agree not to obstruct, impede, or interfere with, the other Party's reasonable use of the easement granted herein.

4. Binding Effect. This agreement shall be binding upon the Parties hereto, and their successors and assigns. The covenants, rights, benefits and burdens created by this Deed of Easement shall run with the land.

5. Amendment. This Deed of Easement is subject to amendment only in writing by the unanimous consent of the Parties.

6. Maintenance and Repair. Each Party shall bear the costs of maintenance and repair of the easement described herein on their respective Properties.

7. Third Parties. It is the intent of the parties that no third party should obtain any rights from the terms hereof.

IN WITNESS WHEREOF the undersigned have caused this Deed of Easement to be executed the day and year first written above.

By: Virgil F. Glismann  
Virgil F. Glismann

By: Carolyn L. Glismann  
Carolyn L. Glismann



2802937  
BK 6015 PG 593

E 2802937 B 6015 P 593  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
5/9/2014 2:23:00 PM  
FEE \$10.00 Pgs: 1  
DEP eCASH REC'D FOR SKYVIEW TITLE INS AGEN

AFTER RECORDING RETURN TO:

Armand J. Howell, Esq.  
Matheson and Howell PC  
648 East First South  
Salt Lake City, Utah 84102  
Telephone: (801) 363-2244  
MMOJ No.: 011802m  
Title No.:

14-18824

**NOTICE OF DEFAULT AND ELECTION TO SELL**

On or about January 23, 2007, Heidi Spens and Randy Spens, as trustors, executed and delivered to Lincoln Title Insurance Agency, as Trustee, for the benefit of Mortgage Electronic Registration Systems, Inc., as Beneficiary, a trust deed to secure the performance by the trustors of the obligations under a promissory note. The Trust Deed was recorded in the office of the Davis County Recorder, State of Utah, on January 30, 2007, as Entry No. 2240204, in Book 4209, at Page 1547 and covers the following real property:

ALL OF LOT 1, KOBBS ESTATES SUBDIVISION, SOUTH WEBER CITY, DAVIS COUNTY,  
UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

Tax Parcel No.: 13-266-0001

Together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property.

Bank of America, N.A. is the current holder of the beneficial interest under the trust deed and Armand J. Howell is the current trustee. The obligations under the promissory note and trust deed are in default for failure to make the monthly payments. The principal balance is accelerated and due, together with any other obligations including interest, late charges, costs and trustees' and attorneys' fees. Accordingly, the trustee has elected to sell the property described in the trust deed as provided by law.

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED  
WILL BE USED FOR THAT PURPOSE.** FOR QUESTIONS, CALL (801) 363-2244. OFFICE  
HOURS ARE 8:30 AM to 4:30 PM, MONDAY THROUGH FRIDAY.

DATED: May 8, 2014.

  
Armand J. Howell, Successor Trustee

State of Utah )

ss.

County of Salt Lake )

The foregoing instrument was acknowledged before me this 8th day of May, 2014, by Armand J. Howell, Successor Trustee.

  
Rochelle A. Osborn  
Notary Public



2894965  
BK 6358 PG 401

E 2894965 B 6358 P 401-402  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
9/24/2015 12:34:00 PM  
FEE \$12.00 Pgs: 2  
DEP eCASH REC'D FOR HALLIDAY & WATKINS P

AFTER RECORDING RETURN TO:  
Halliday, Watkins & Mann, P.C.,  
376 East 400 South, Suite 300

2894965  
BK 6358 PG 402

State Street, Farmington, Utah, and did cause copies of the Notice of Sale to be posted for not less than 20 days before the date of the sale in a conspicuous place on the property to be sold and also at the office of the County Recorder of each County in which the trust property, or some part of it, is located; and the Successor Trustee did cause a copy of the Notice of Sale to be published once a week for three consecutive

WHEREAS, the Successor Trustee did at the time and place of sale by public auction sell, to Grantee, being the highest bidder, the property described for the sum of \$352,264.38 paid in cash in lawful money of the United States of America.

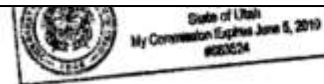
NOW THEREFORE, the Successor Trustee, in consideration of the premises recited and of the sum above mentioned, bid and paid by Grantee, the receipt of which is acknowledged, and by virtue of the authority vested in him by the Trust Deed, does by these presents grant and convey to the Grantee above named, but without any covenant or warranty, express or implied, all of that certain real property situated in Davis County, State of Utah, described as follows:

All of Lot 1, KOBBS ESTATES SUBDIVISION, South Weber City, Davis County, Utah, according to the Official Plat thereof. **TAX #: 13-266-0001**

TOGETHER WITH any and all improvements, fixtures, appurtenances and easements now situated on or pertaining to the property.

**DATED: September 24, 2015.**

WHEREAS, Armand J. Howell, as Successor Trustee, pursuant to the Notice of Default, and in accordance with the Trust Deed, did execute his Notice of Trustee's Sale stating that as Successor Trustee, he would sell at public auction to the highest bidder for cash, in lawful money of the United States of America, the property described, and fixing the time and place of sale as September 24, 2015, at 09:30 AM of said day, at the main entrance of the Davis County District Court, Farmington Department, 800 West





2916972  
BK 6436 PG 1038

E 2916972 B 6436 P 1038-1041  
RICHARD T. NAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
01/21/2016 03:26 PM  
FEE \$16.00 Pgs: 4  
DEP RT REC'D FOR CAROLYN GLISMAN

Quitclaim Deed Terminating Easement

FOR AND IN CONSIDERATION of the sum of Zero Dollars  
(\$ 0.00), cash in hand paid, and other good and valuable consideration, the receipt  
and sufficiency of which are hereby acknowledged, the undersigned  
Heidi Speas (Seller) does hereby sell, grant, and  
convey unto Carolyn Glisman (Buyer) all of his right,  
title and interest in the following land and property located and situated in  
Davis (county), South Weber, UTAH  
(state), and being more particularly described as follows, to-wit:

(insert legal description)

Exhibit A

WITNESS MY SIGNATURE this the 12 day of January, 2016.

Heidi Speas  
SELLER

STATE OF CALIFORNIA  
COUNTY OF Los Angeles

Personally appeared before me, the undersigned authority in and for the said County and  
State, on this 12 day of January, 2016, within my jurisdiction,  
the within-named Heidi Speas (Seller), who  
acknowledged that he executed the above and foregoing instrument.

[Signature]  
NOTARY PUBLIC

My Commission Expires:  
12/14/2019



RETURNED  
JAN 21 2016

2916972  
BK 6436 PG 1041

BK 4040 PG 699

EXHIBIT A

THE FOLLOWING LEGAL DESCRIPTION DESCRIBES THE CENTERLINE OF A  
15 FOOT EASEMENT FOR INGRESS AND EGRESS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5  
NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN:  
BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF  
SOUTH WEBER DRIVE LOCATED SOUTH 89°53'17" WEST 2625.21  
FEET (2625.5 FEET RECORD) ALONG THE SOUTH LINE OF SAID  
SECTION AND NORTH 0°0'0" EAST 313.97 FEET (307.0 FEET  
RECORD) FROM THE SOUTHEAST CORNER OF SAID SECTION AND  
SOUTH 83°46'52" EAST 142.06 FEET TO THE POINT OF BEGINNING,  
THENCE NORTH 1°25'52" EAST 84.63 FEET TO THE END OF THE  
EASEMENT.

### Easement Access Termination

Comes now that as of this 1<sup>st</sup> day of November 2015, We the party Heidi Spens and Randy Spens named in Deed of easement #BK4040PG699 no longer need access to said property located at 1568 E South Weber Drive South Weber Utah 84405 and listed in Exhibit A of said Deed #BK4040PG699.

We Agree and do hereby sign that we no longer need the rights or access in above listed Deed #BK4040PG699.

The following terms and conditions of this agreement shall take affect upon execution by both parties.

Signature Heidi L. Spens

Signature Randy Spens

Date 11-01-2015

Comes now that as of this day November 1<sup>st</sup> 2015, I Carolyn L Glismann named in Deed of easement #BK4040PG699 no longer need access to said property located at 1568 E South Weber Drive South Weber Utah 84405 and listed in Exhibit A of said Deed #BK4040PG699.

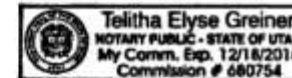
I Agree and do hereby sign that I no longer need the rights for or access in above listed Deed #BK4040PG699

The following terms and conditions of this agreement shall take affect upon execution by both parties.

Signature Carolyn L Glismann

Date 20 January 2016

State of Utah  
County of Davis  
On 1/20, 2016, Carolyn Lee Glismann, personally appeared before,  
who is personally known to me  
☒ whose identity is proven on the basis of UT 10L  
whose identity is proven on the oath/affirmation of  
a credible witness  
to be the signer of the above document, and he/she acknowledged that he/she signed it.  
Telitha Elyse Greiner  
Notary Public





AFTER RECORDING RETRN TO:  
Halliday, Watkins & Mann, P.C.  
376 East 400 South  
Salt Lake City, Utah 84111

**GRANT OF EASEMENT AND AGREEMENT**

THIS GRANT OF EASEMENT AND AGREEMENT ("Easement Agreement") is made and entered into the 12<sup>th</sup> day of July, 2016, by and between U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust, c/o Caliber Home Loans, Inc. fka Vericrest Financial, Inc. 13801 Wireless Way, Oklahoma City, OK 73134 ("U.S. Bank") and Carolyn L. Glismann, 1590 East South Weber Drive, South Weber, Utah 84405 ("Glismann").

**RECITALS**

- A. Grantor is the owner of that certain property known as Lot 2 Kobb Estates Subdivision located in South Weber, Davis County, State of Utah ("Glismann Property").
- B. The adjacent real property known as Lot 1 Kobb Estate Subdivision according to the official plat thereof located in South Weber, Davis County, State of Utah ("Subject Property").
- C. Whereas both the Subject Property and the Glismann Property require access for ingress and egress to their respective parcels and are subject to that certain Easement Agreement (the "Agreement") between Grantor and Grantee, dated July 12, 2016.
- D. The Parties agree to enter into this Grant of Easement and Agreement to provide each other with a perpetual right of way easement across the Subject Property and the Glismann Property which easement is described as follows:

The following legal description describes the centerline of a 15 foot easement for ingress and egress:

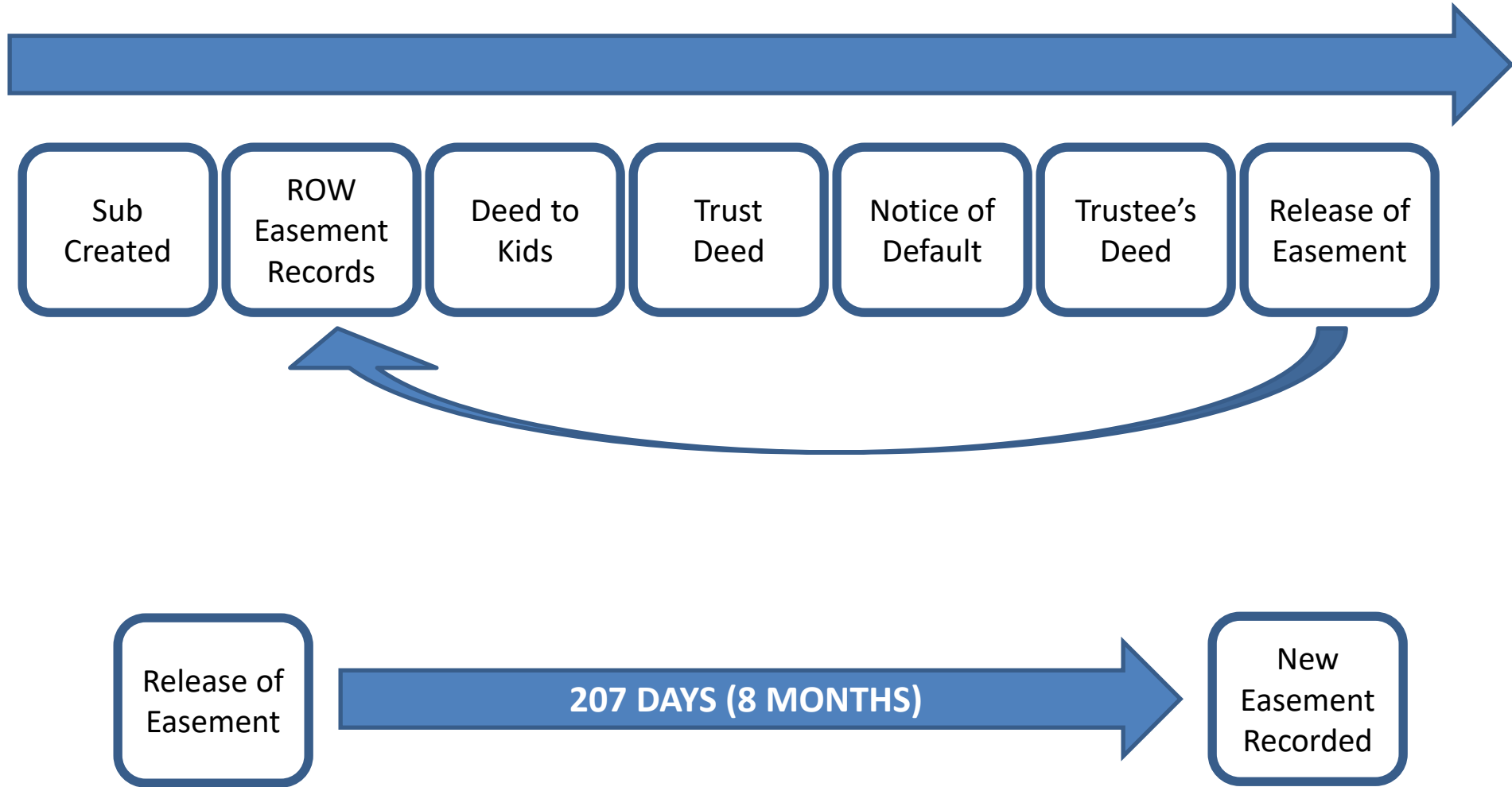
A PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN; BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SOUTH WEBER DRIVE LOCATED SOUTH 89°53'17" WEST 2625.21 FEET (2625.5 FEET RECORD) ALONG THE SOUTH LINE OF SAID SECTION AND NORTH 0°0'0" EAST 313.97 FEET (307.0 FEET RECORD) FROM THE SOUTHEAST CORNER OF SAID SECTION AND SOUTH 63°46'52" EAST 142.06 FEET TO THE POINT OF

BEGINNING, THENCE NORTH 1°25'52" EAST 84.63 FEET TO THE END OF THE EASEMENT.  
Tax Parcel No's 13-266-0001 & 13-266-0002


NOW, for good and valuable consideration, receipt of which is acknowledged by Glismann it is hereby agreed as follows:

1. U.S. Bank does hereby convey, grant and transfer to Glismann, a right of way easement across the U.S. Bank Property as described hereinabove.
2. Glismann does hereby convey, grant and transfer to U.S. Bank, a right of way easement across the Glismann Property as described hereinabove.
3. The following terms and conditions shall apply to this Grant of Easement and Agreement
  - a. This grant of easement and agreement shall become effective upon execution by the parties and shall continue in perpetuity.
  - b. The rights created in this grant of easement and agreement shall be for the Parties' or their assignee's perpetual right of way to access the above described properties, including but not limited to installation, maintenance and repair of said right of way, as needed, over, across and/or under the Properties for the benefit of the Parties and/or their assigns.
4. The Parties hereby agree not to obstruct, impede, or interfere with the other Party's reasonable use of the easement granted herein.
5. This agreement shall be binding upon the Parties hereto and their successors and assigns. The covenants, rights, benefits and burdens created by this Grant of Easement and Agreement shall run with the land.

(The balance of this page is intentionally left blank)





A dark blue, irregular ink splatter or blotch serves as the background for the text. The splatter has a textured, watercolor-like appearance with some lighter blue and white areas around the edges. The text is centered within the dark blue area.

# Easement Preparation & Disclosure

The Flag Lots

**BACK**   
*BEFORE*  
*THE* **PLAT**



# Property in 1999



WHEN RECORDED RETURN TO:  
H.N.J. INVESTMENT L.L.C.  
1717 North Main St.  
Fremington, UT 84025

E 1596076 8 2655 P 904  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
2000 JUN 6 10:44 AM FEE 10.00 DEP AC  
REC'D FOR EQUITY TITLE AGENCY

WARRANTY DEED

JANICE C. FRANCOM, a married woman grantor(s)

# June 6, 2000

HNJ Investments  
purchases North  
property from Francom

**JANICE C. FRANCOM, a married woman grantor(s)**

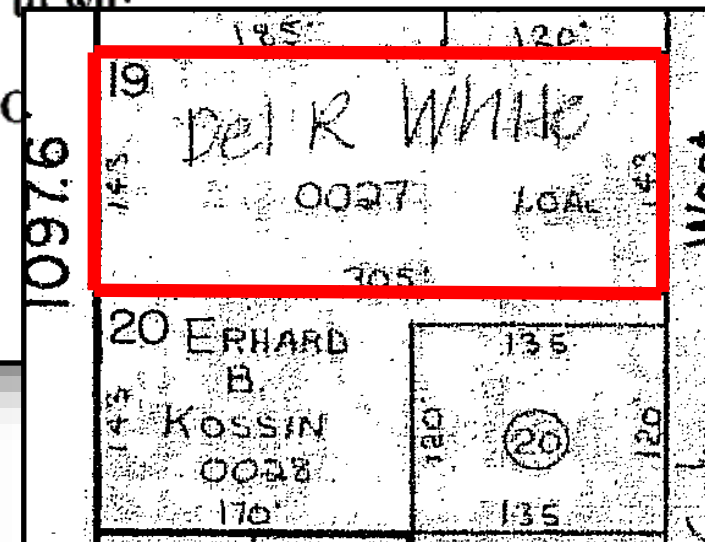
**of BOUNTIFUL, County of DAVIS State of UT hereby  
Convey and Warrant to**

**H.N.J. INVESTMENT L.L.C.**

**of , County of DAVIS, State of UTAH grantee(s)  
for the sum of TEN DOLLARS and other good and valuable consideration  
the following described tract of land in DAVIS County, State of Utah, to wit:**

**ALL OF LOT 19, BLOCK 2, VAL VERDA PLAT 'A', ACCORDING TO  
OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.**

**Sidwell No. 01-022-0027**





# HNJ INVESTMENTS

20 ERHARD

B

KOSSIN

0038

170

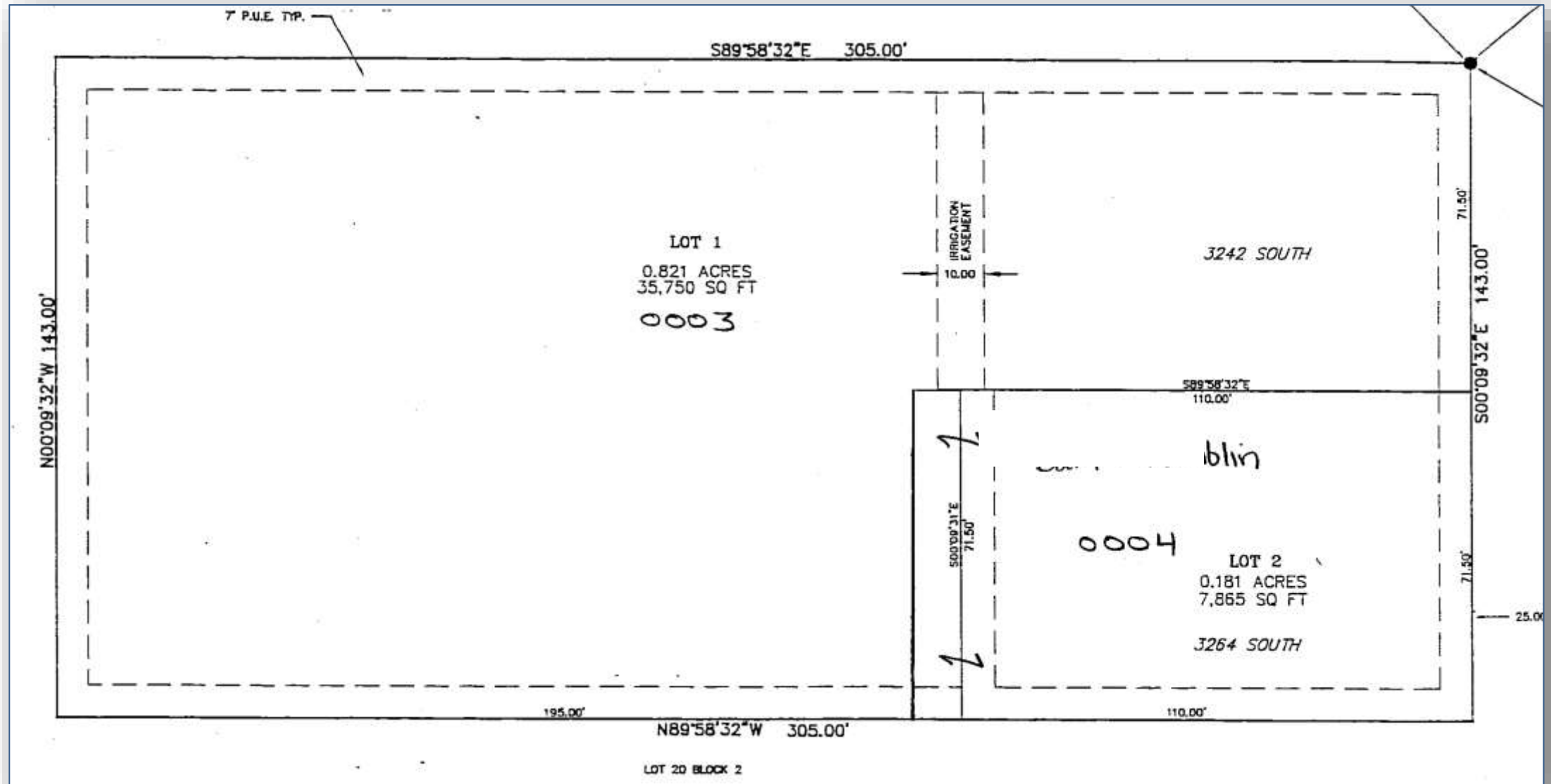
135

20

135

# Jeppson Subdivision

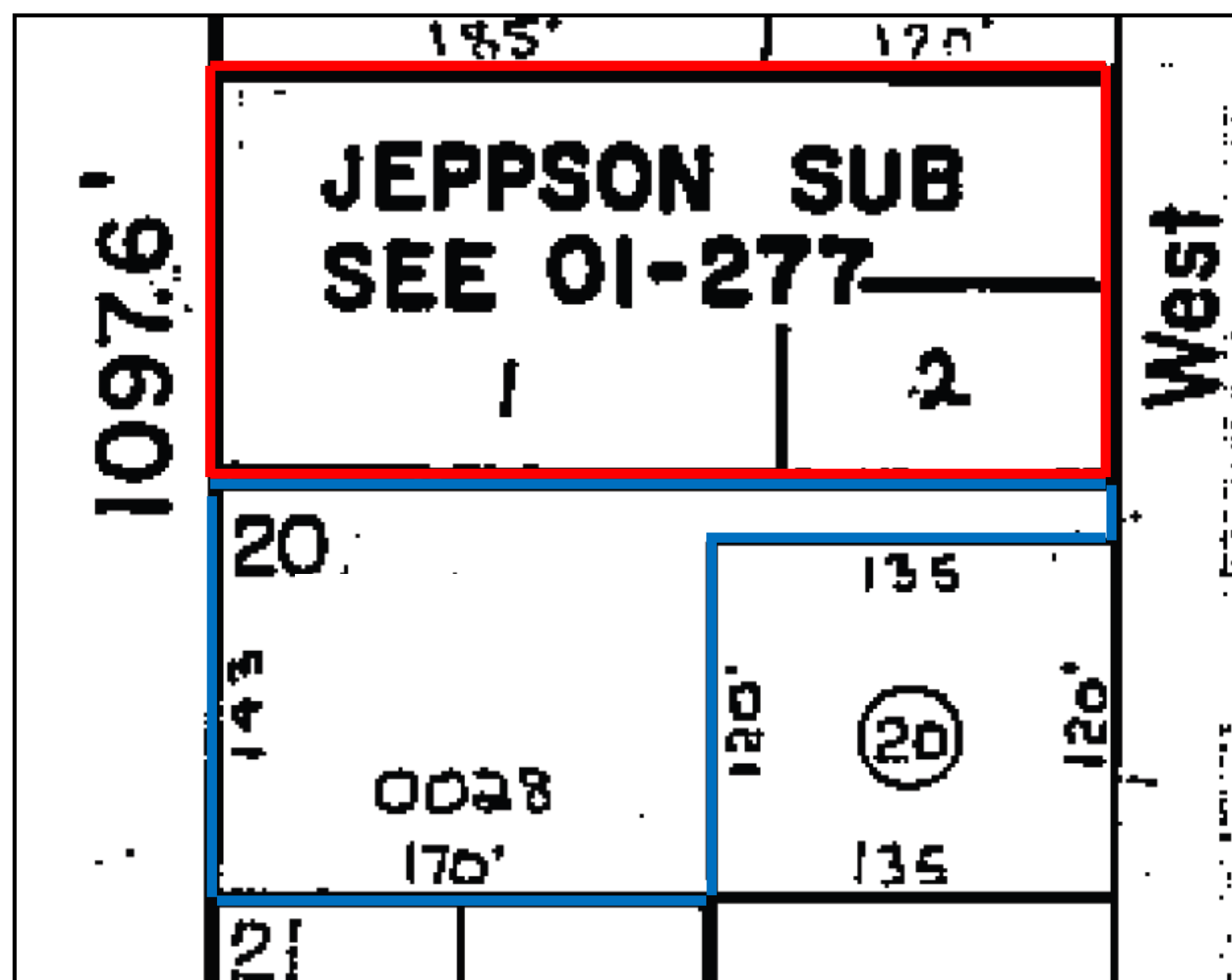
## Recorded November 28, 2001







When the home on Lot 2 was  
built it limited the access to the rear of Lot 1





When Recorded, Mail To:

MARY JEFFSON  
150 SOUTH 400 EAST 450

118414723324471674  
RICHARD T. HAUSMAN, DAVIS CNTY RECORDER  
2003 MAR 11 3:47 PM FEE 10.00 DEP REC

# March 2003

## (Access Problem Solved)

**ERHARD B. KOSSIN AND HEIDI KOSSIN**

GRANTOR

of **BOUNTIFUL**  
State of **UTAH**  
**LLC**

, County of **DAVIS**  
, hereby CONVEY(S) AND WARRANT(S) to

**HNJ INVESTMENT,**

of **BOUNTIFUL**

GRANTEE  
for the sum of

**TEN & NO/100 AND FOR OTHER GOOD AND VALUABLE CONSIDERATIONS**  
the following tract(s) of land in **DAVIS** County, State of Utah:

DOLLARS,

**BEGINNING AT THE NORTHEAST CORNER OF LOT 20, BLOCK 2, VAL VERDA  
PLAT A; THENCE SOUTH 23 FEET; THENCE WEST 135  
THENCE WEST 170 FEET; THENCE NORTH 143 FEET; T  
OF BEGINNING.**

**PARCEL NO. 01-022-0028**

FEET;  
THE POINT



On the 11TH day of March, A.D. 2003  
Personally appeared before me ERHARD B. KOSSIN AND HEIDI KOSSIN

the signer(s) of the within instrument, who duly acknowledged to me that he/she/they executed the same:



*Richard T. Hausman*  
Notary Public

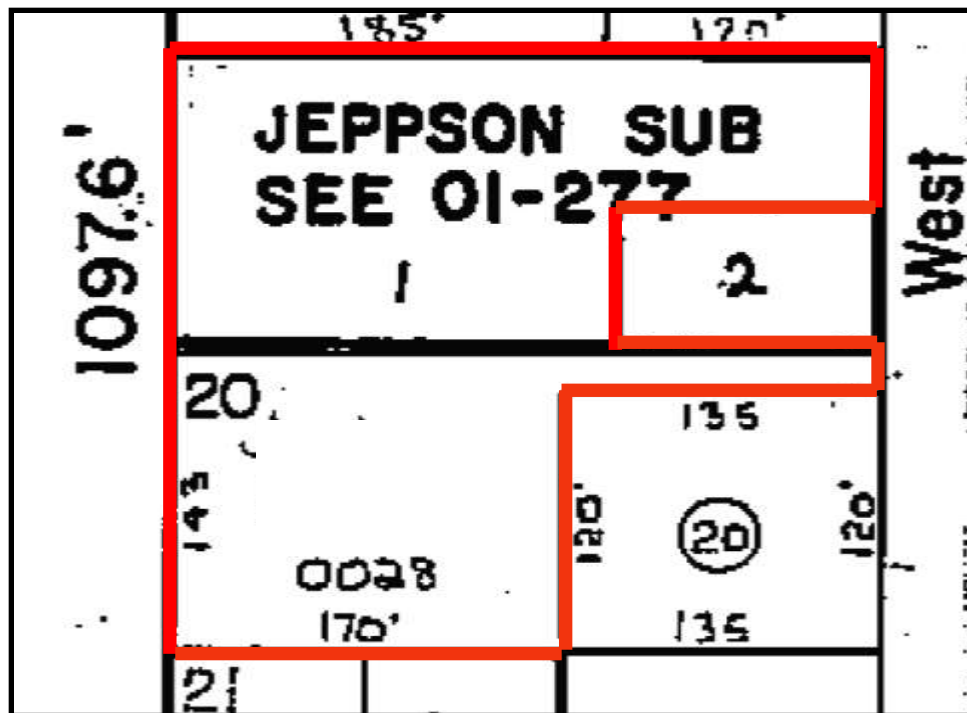
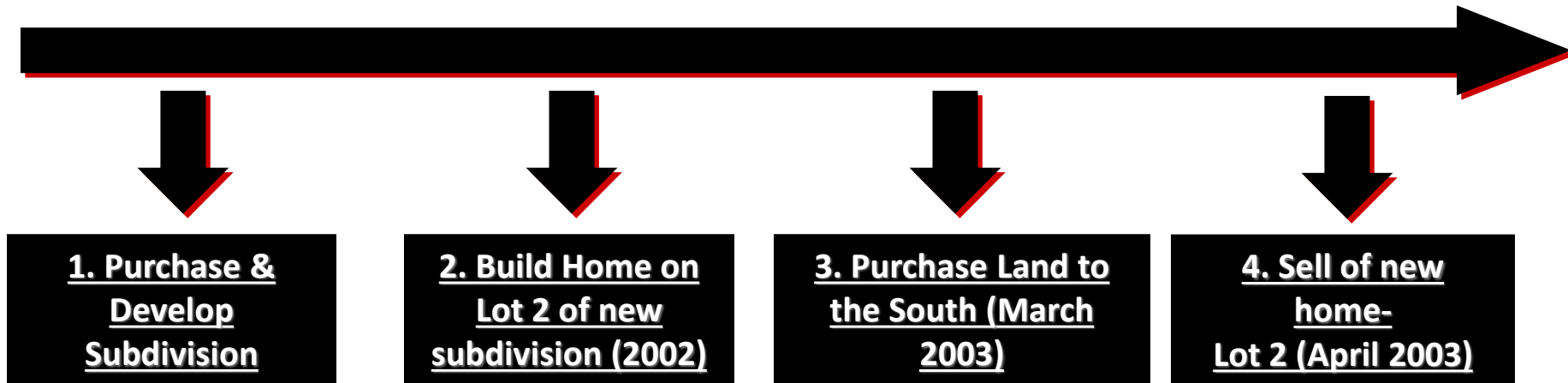
My commission expires: February 28, 2005

Residing at: LAYTON





# HNJ Timeline 2000- April 2003



In April 2003 HNJ Investments Owned all of Lot 1 and the Flag Lot (land only) to the South.

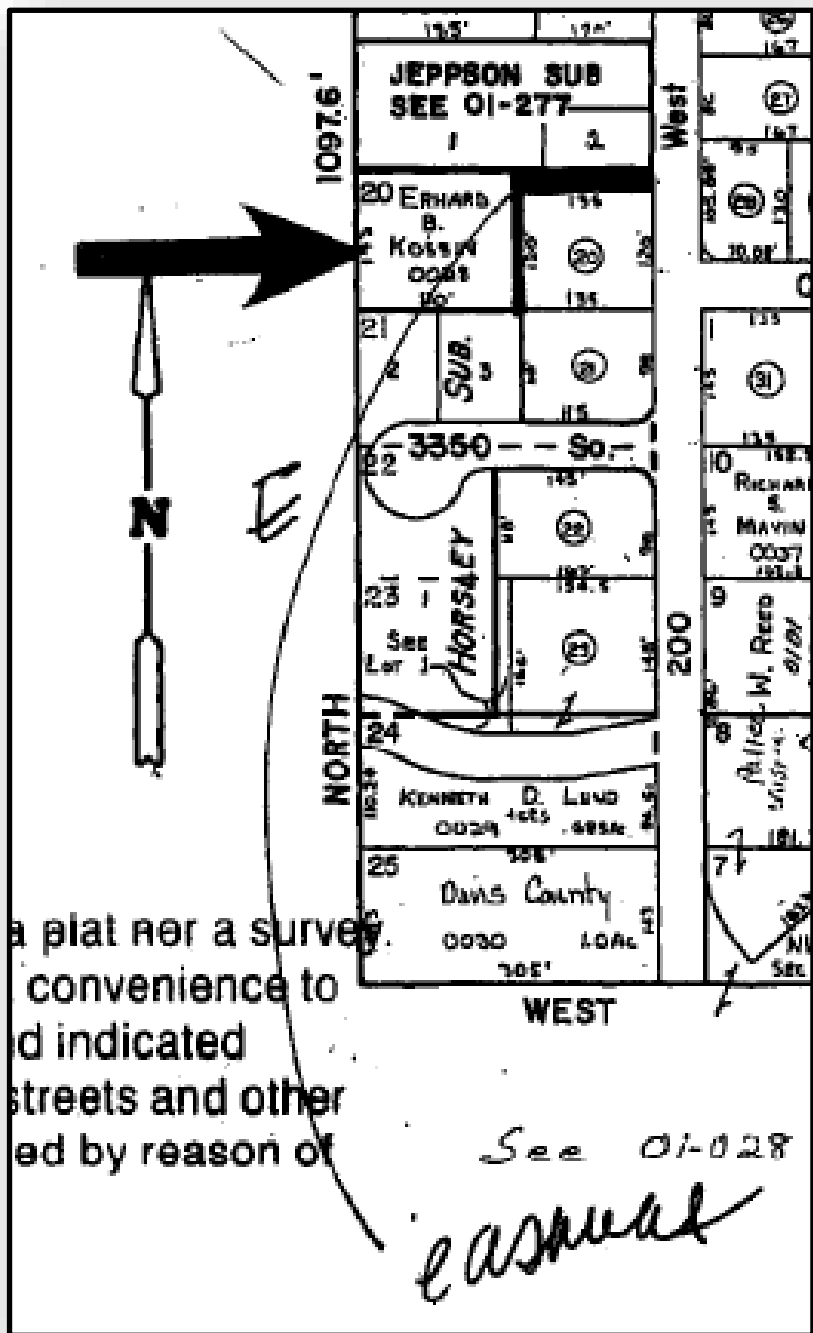
# May 2003 (FLAG LOT SOLD)

Backman helps HNJ Investments sells the property  
to Paul N. Gates and Carla R. Gates

- What did HNJ want to preserve when the property was sold?







These notes were found in the file  
about reserving access to the HNJ's  
other property

Conversation Log:

~~\* easement of access \*~~

~~\* Buy property back~~

~~1st right of refusal~~

100,000 + costs

Order No. 20047902

## WARRANTY DEED

HNJ INVESTMENTS, LLC

GRANTOR

BEGINNING AT THE NORTHEAST CORNER OF LOT 20, BLOCK 2, VAL VERDA  
PLAT A; THENCE SOUTH 23 FEET; THENCE WEST 135 FEET; THENCE SOUTH 120 FEET;  
THENCE WEST 170 FEET; THENCE NORTH 143 FEET; THENCE EAST 305 FEET TO THE POINT  
OF BEGINNING.

PARCEL NO. 01-022-0028

RIGHT OF WAY EASEMENT FOR INGRESS AND EGRESS FOR ACCESS TO THE PROPERTY IN THE REAR OVER THE NORTHEAST CORNER 22 FEET OF SAID PROPERTY.

OF BEGINNING.

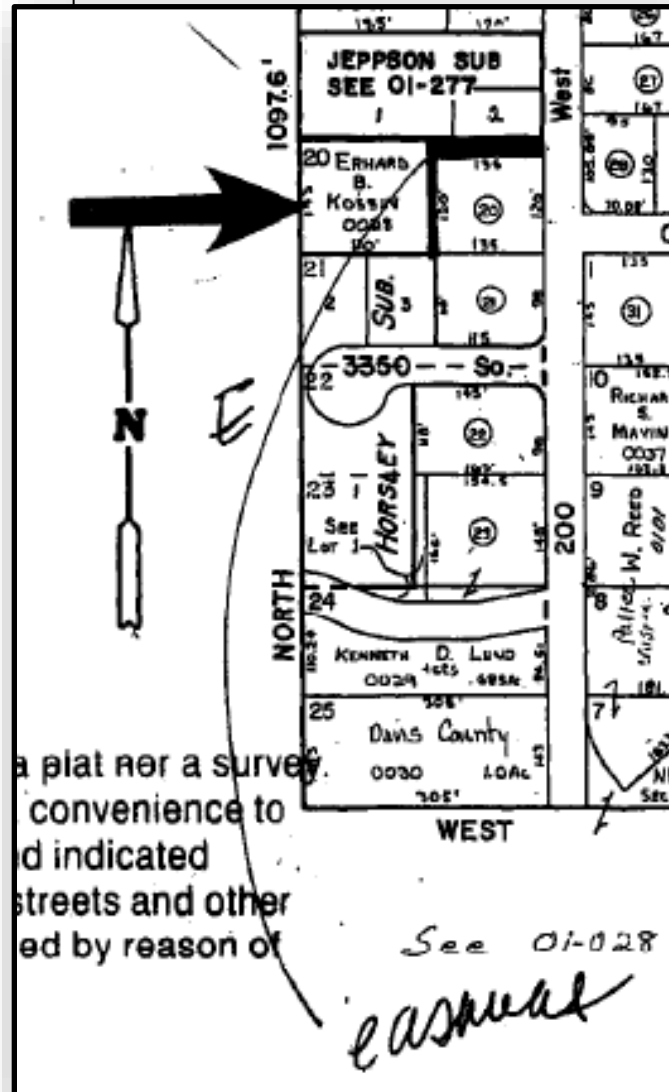
PARCEL NO. 01-022-0028

RIGHT OF WAY EASEMENT FOR INGRESS AND EGRESS FOR ACCESS TO THE PROPERTY IN THE REAR OVER THE NORTHEAST CORNER 22 FEET OF SAID PROPERTY.

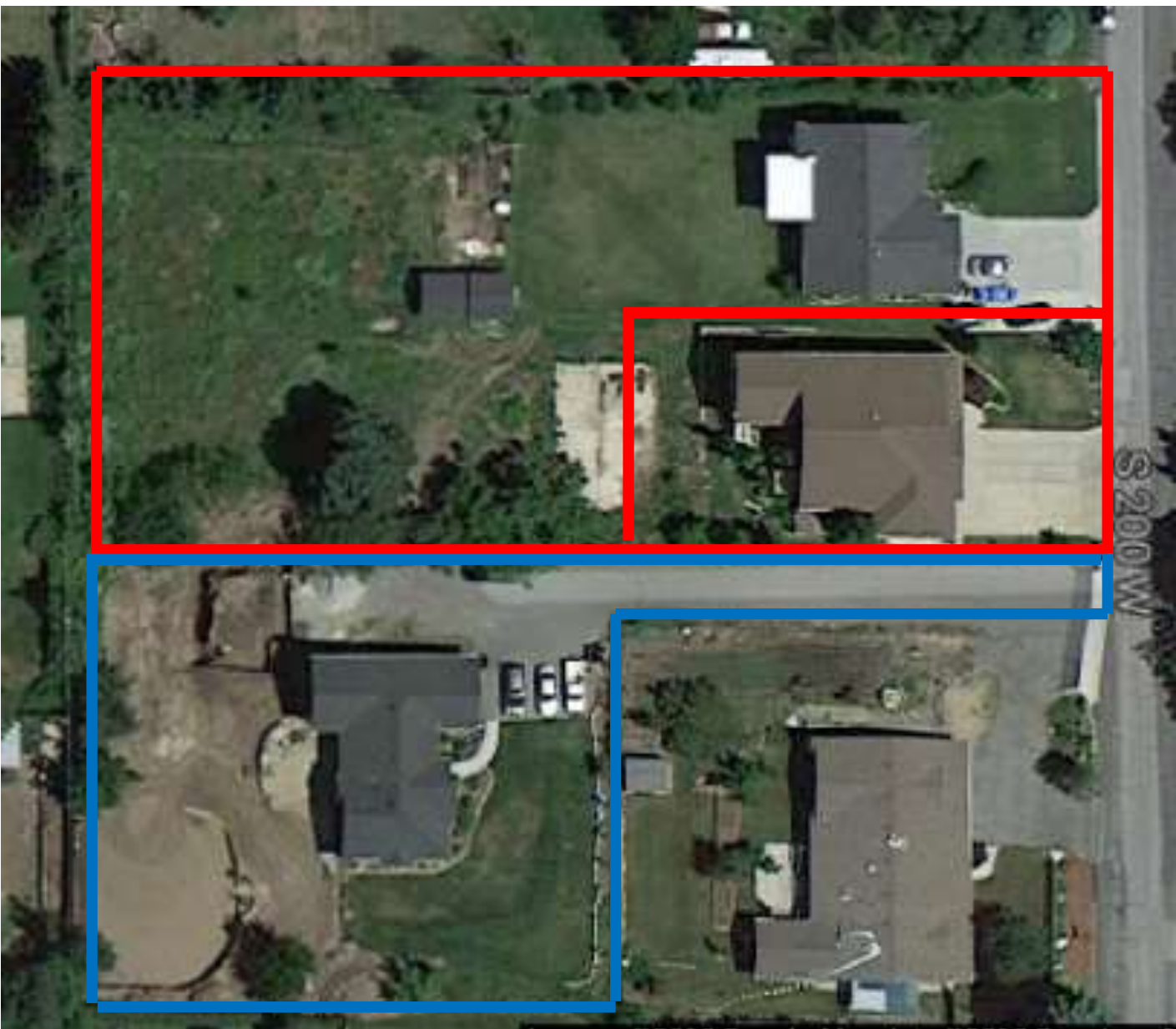


# The “Easement”

RIGHT OF WAY EASEMENT FOR INGRESS AND EGRESS FOR ACCESS TO THE PROPERTY IN THE REAR OVER THE NORTHEAST CORNER 22 FEET OF SAID PROPERTY.



1. Where is the “**PROPERTY IN THE REAR?**”
2. Where is the “**NORTHEAST CORNER 22 FEET?**”
3. Who benefits from the “**RIGHT OF WAY EASEMENT?**”





Recording Requested by:  
First American Title Insurance Agency, LLC  
585 West 500 South, Suite 100  
Bountiful, UT 84010  
(801)298-2400

2471800  
BK 4829 PG 1175

AFTER RECORDING RETURN TO:  
Carla R. Gates  
130 North 600 East  
Bountiful, Utah 84010

E 2471800 B 4829 P 1175  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
7/31/2009 1:34:00 PM  
FEE \$10.00 Pgs: 1  
DEP eCASH REC'D FOR FIRST AMERICAN TITLE

SPACE ABOVE THIS LINE (3 1/2" X 5") FOR RECORDER'S USE

# Gates Divorce (2009)

**BEGINNING AT NORTHEAST CORNER OF LOT 20, BLOCK 2, VALVERDA PLAT A, THENCE SOUTH 23 FEET; THENCE WEST 135 FEET; THENCE SOUTH 120 FEET; THENCE WEST 170 FEET; THENCE NORTH 143 FEET; THENCE EAST 305 FEET TO POINT OF BEGINNING.**

**By execution and delivery of this deed, Grantor does hereby acknowledge payment and full satisfaction of his equity in the subject property as awarded in that certain Decree of Divorce filed December 31, 2007, Second District Court, State of Utah, as Case No. 074701574.**

STATE OF Utah )  
County of Davis ) ss.

On July 28, 2009, before me, the undersigned Notary Public, personally appeared Paul Norman Gates, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon

Notice the “Right of Way Easement”  
is missing from the Legal Description

# July 2009 Property sold to “Holdstock”

**Carla R. Gates**, Grantor, of **Bountiful, Davis** County, State of **Utah**, hereby CONVEY AND WARRANT to

**Joshua Holdstock and Steffanie Holdstock, husband and wife as joint tenants**, Grantee, of **Bountiful, Davis** County, State of **Utah**, for the sum of Ten Dollars and other good and valuable considerations the following described tract(s) of land in **Davis** County, State of **Utah**:

**BEGINNING AT NORTHEAST CORNER OF LOT 20, BLOCK 2, VALVERDA PLAT A, THENCE SOUTH 23 FEET; THENCE WEST 135 FEET; THENCE SOUTH 120 FEET; THENCE WEST 170 FEET; THENCE NORTH 143 FEET; THENCE EAST 305 FEET TO POINT OF BEGINNING.**

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year **2009** and thereafter.

Witness, the hand(s) of said Grantor(s), this July 29, 2009.

Notice the “Right of Way Easement”  
is missing from the Legal Description

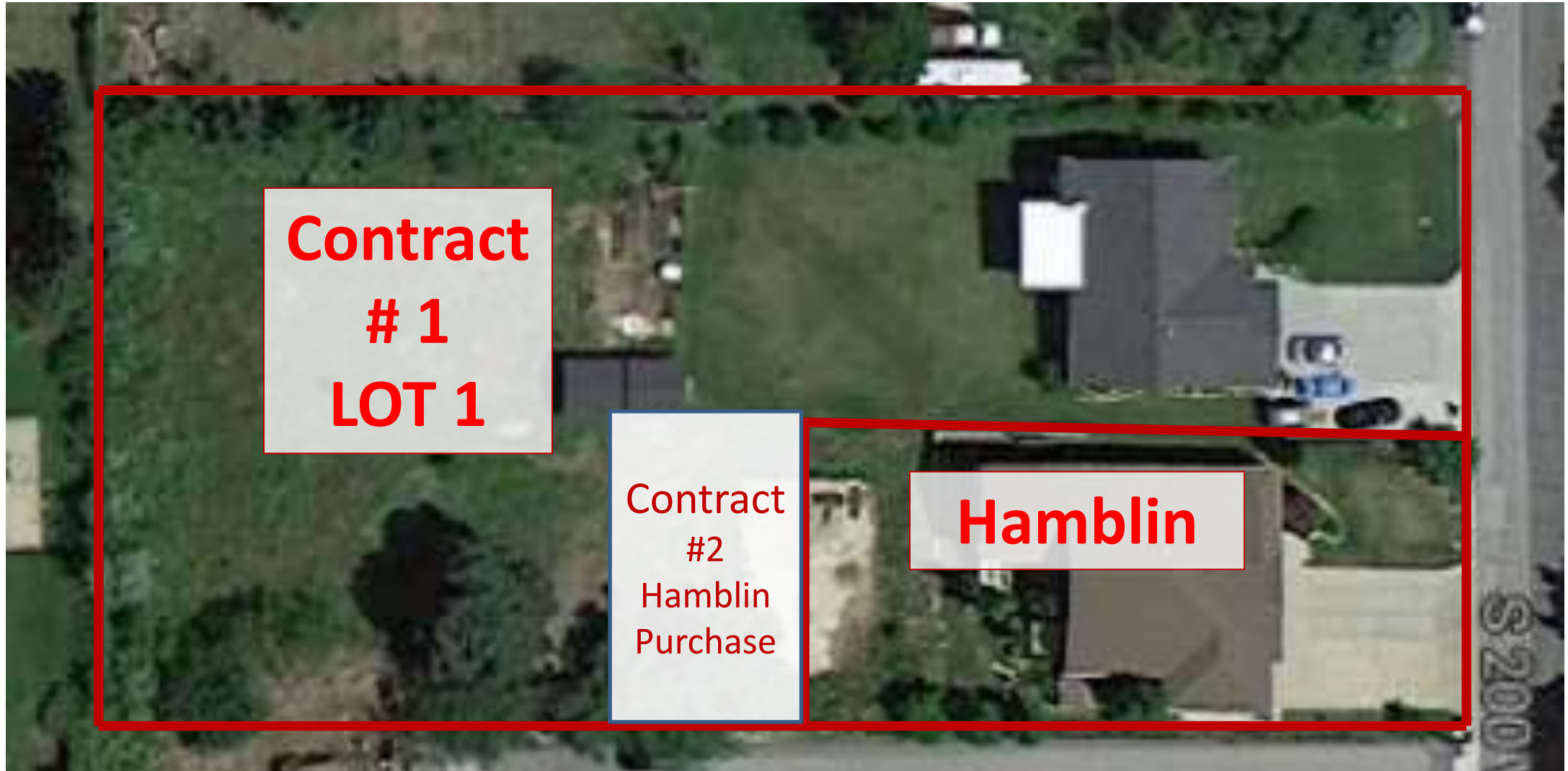


## Fast forward to November 2013



1. HNJ Investments has found a buyer for Lot 1
2. Hamblin (Current owners of Lot 2) also want to purchase more land from HNJ (Lot 1)
3. The buyer for Lot 1 & Hamblin want to use the right of way to access the back of their “new” property

## 2- Sales Contracts





RETURNED  
JUN 10 2014

2807710  
BK 6036 PG 53

When Recorded Please Return To:  
HNJ Investments, LLC  
727 Leonard Lane  
Farmington, Utah 84025

E 2807710 B 6036 P 53  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
06/10/2014 09:18 AM  
FEE \$10.00 Pgs: 1  
DEP RTT REC'D FOR BACKMAN TITLE SE  
RUICES

Release of Right of Way Easement and Quit Claim Deed

HNJ Investments, LLC, the undersigned holder of a Right of Way Easement, does hereby and forever release and surrender any right, title and interest, for ingress and egress access, over, under and through the Easement disclosed, or that was intended to be disclosed, in that certain Warranty Deed, recorded May 7, 2003, as Entry No. 1863101, in Book 3285, at Page 1534, and described as follows:

RIGHT OF WAY EASEMENT FOR INGRESS AND EGRESS FOR ACCESS TO THE

# Release of ROW after settlement

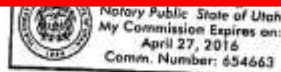
## Release of Right of Way Easement and Quit Claim Deed

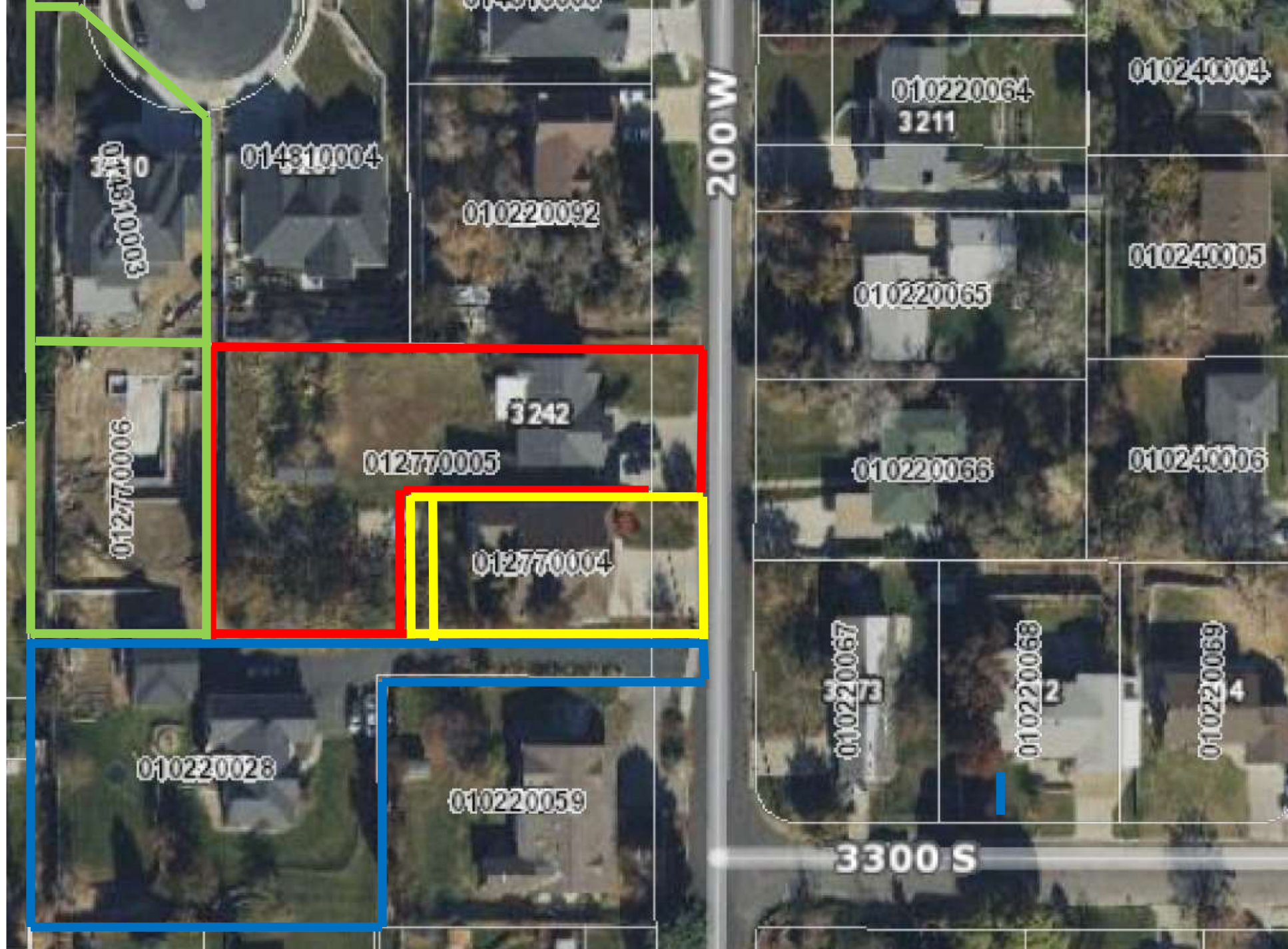
HNJ Investments, LLC, the undersigned holder of a Right of Way Easement, does hereby and forever release and surrender any right, title and interest, for ingress and egress access, over, under and through the Easement disclosed, or that was intended to be disclosed, in that certain Warranty Deed, recorded May 7, 2003, as Entry No. 1863101, in Book 3285, at Page 1534, and described as follows:

RIGHT OF WAY EASEMENT FOR INGRESS AND EGRESS FOR ACCESS TO THE  
PROPERTY IN THE REAR OVER THE NORTHEAST CORNER 22 FEET OF  
SAID PROPERTY.

Further, for \$10.00 and other good and valuable consideration, HNJ Investments, LLC, Grantor, does hereby quit claim, convey and grant any right, title and interest, Grantor may have or was intended to have when the Right of Way Easement was disclosed and described by said Warranty Deed, to Joshua Holdstock and Steffanie Holdstock, Grantee, in and to the following described real property:

Commission Expires: 4/27/2016  
Residing at: Bountiful, Utah









# The Irrigation Line



# The shared irrigation line

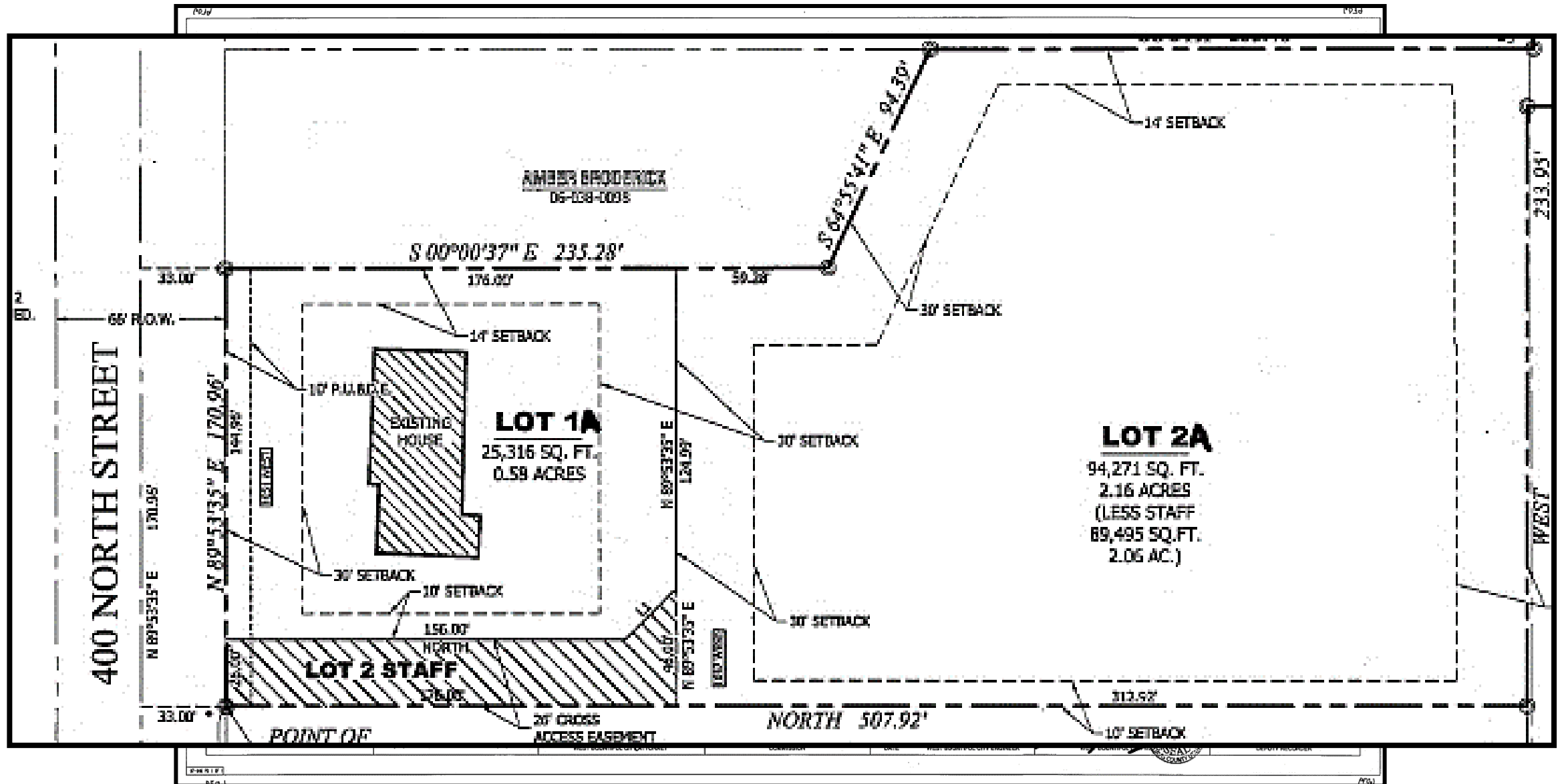




# The shared irrigation line



# The shared irrigation line

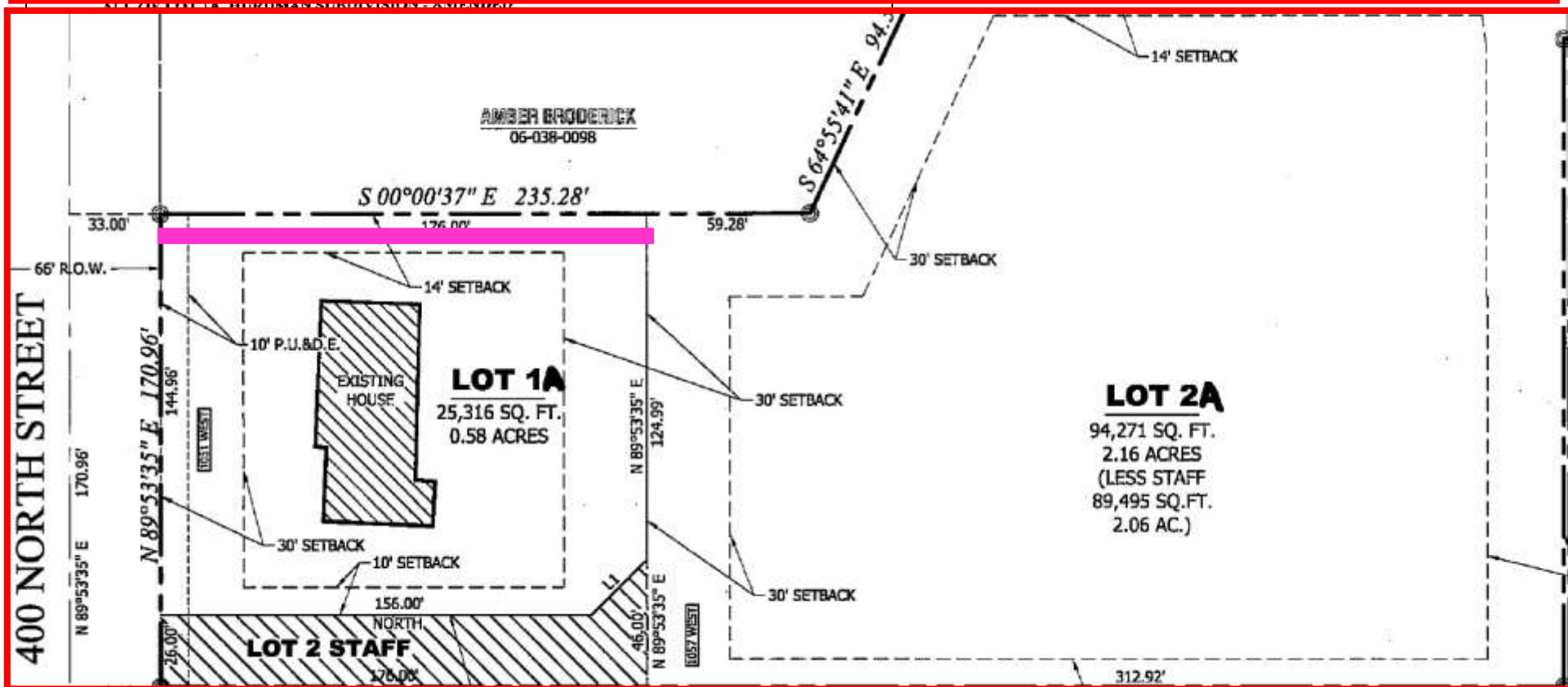




# Easement

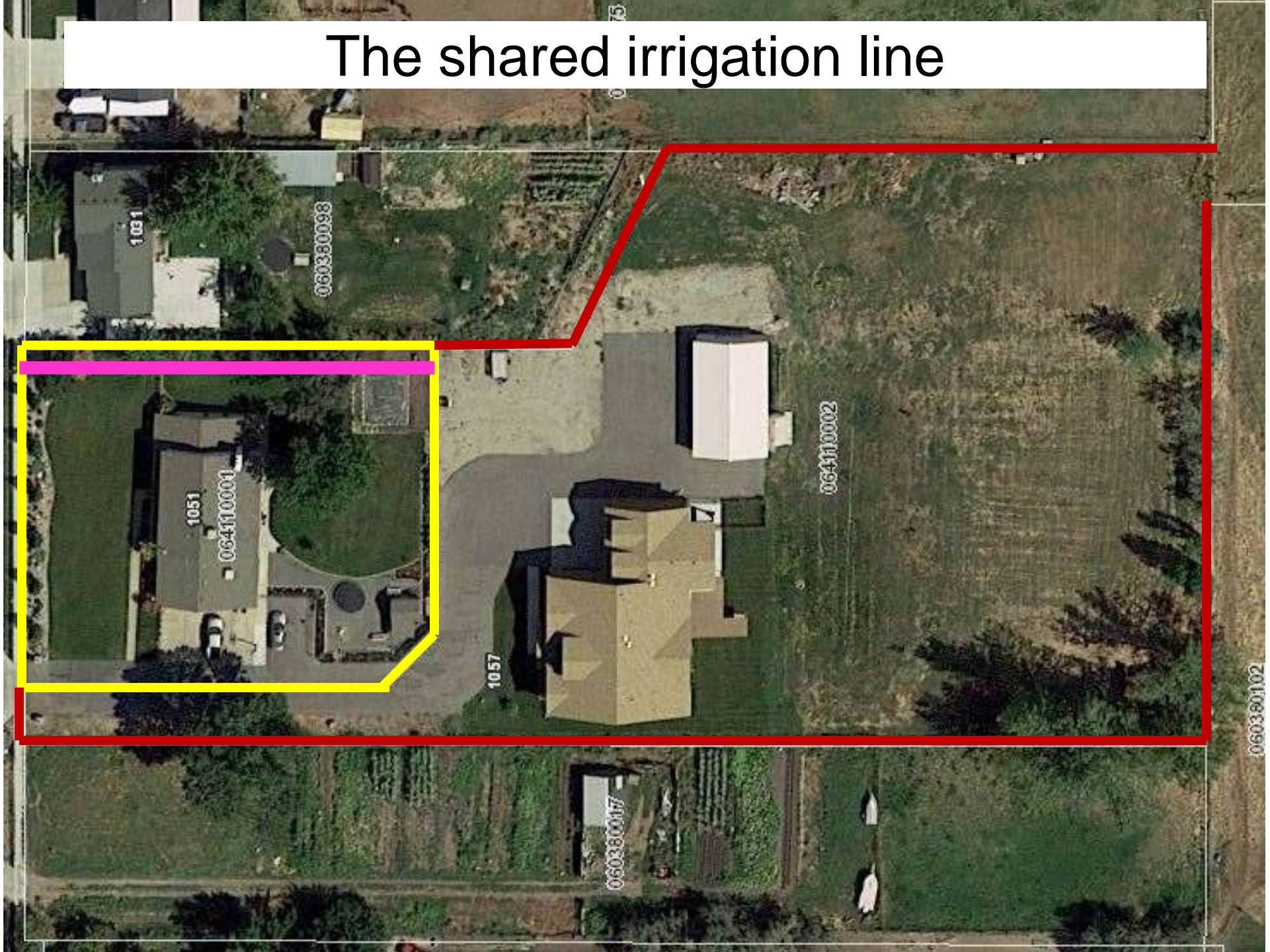
- C. The Parties desire to create an exclusive easement for an existing secondary water line running over, under, and across Lot 1A for the benefit of Lot 2A, and the present and future owners thereof, as more particularly described as follows and incorporated herein and hereafter referred to as "the Easement":

Extending within the Easterly 14 feet setback line of Lot 1A, Hurdman Subdivision, Amended running North to South from 400 North Street to the North lot line of Lot 2A, Hurdman Subdivision, Amended.





# The shared irrigation line





sufficiency of which are acknowledged, the Parties hereto agree as follows:

1. Grant of Easement. Grantor, for themselves, their heirs, successors and assigns in Lot 1A, hereby grants and conveys to the Grantee and their respective heirs, successors and assigns in Lot 2A, the Easement, for an existing secondary water line, and any future installation of a separate secondary water line and meter box if required by the secondary water provider, benefitting Lot 2A, running over, under, and across Lot 1A. The Easement shall be appurtenant to Lot 2A, and shall run with the land and inure to the benefit of the Grantee.
2. Exclusive Use. The Easement granted herein is exclusive. Grantor retains all rights to use and to continue to use the real property encumbered by the Easement for all other purposes and uses that do not substantially interfere with the rights granted herein.

# Easement Creation

6. Changes in cost of secondary water use. If the cost of water use from the secondary water provider changes from the current billing system to a system based on actual water use, the Parties hereby agree to work together and with the water provider and take any reasonable actions necessary to accommodate installation of a separate water line and meter box.
7. Covenant to run with the land. The covenants and agreements of the Parties contained in this Agreement shall run with the land and inure to the benefit of and be binding upon the Parties, and their respective heirs, assigns and successors in interest.

agree to work together and with the water provider and take any reasonable actions necessary to accommodate installation of a separate water line and meter box.

7. Covenant to run with the land. The covenants and agreements of the Parties contained in this Agreement shall run with the land and inure to the benefit of and be binding upon the Parties, and their respective heirs, assigns and successors in interest.
8. Law. This Agreement shall be construed in accordance with the laws of the State of Utah.

(SIGNATURE PAGES AND EXHIBIT PAGES ARE ATTACHED)

STATE OF UTAH  
County of DAVIS  
On this 14 day of June 2009, personally appeared before me  
Richard B. [Signature] and John [Signature]  
[Signature]  
Notary Public  
Commission Expires 4/1/2010  
Residing at [Signature]



10/1/2009  
STATE OF UTAH  
County of DAVIS  
On this 14 day of June 2009, personally appeared before me  
Richard B. [Signature] and John [Signature]  
[Signature]  
Notary Public  
Commission Expires 4/1/2010  
Residing at [Signature]



EXHIBIT REQUIRED  
[Signature]

The image features a large, dark blue, irregular shape that resembles a splatter or a piece of ink on a white background. The shape has a rough, textured edge with many small droplets and splatters radiating outwards. The text "The Landlocked Parcel" is centered within this dark blue area in a white, sans-serif font.

# The Landlocked Parcel





2746198 RETURNED 2746198  
(Parcel 1)  
All of Lot 6, Spring Hollow

Parcel No. 10-084-0006

Does hereby convey, grant, and release a thirty foot wide permanent easement and right of way for a driveway and for ingress, egress, utilities and related facilities over the East 30 Feet of Parcel 1 to Myron R. Jones.

This easement is for the benefit of the following property currently owned by Myron R. Jones which is further described as:

Parcel 2

Beginning at a point South 89°47'23" East 664.99 feet along the Quarter Section Line from the West Quarter Corner of Section 21, Township 4 North, Range 1 West, Salt Lake Base and Meridian, running thence South 89°47'23" East 131.83 feet along the Quarter Section Line; thence North 123.92 feet to a point on a fence line as described by Boundary Line Agreement, recorded in Book 777, Page 745; thence North 89°36'54" West 131.83 feet along said fence line; thence South 124.32 feet to the point of beginning.

Parcel No.: 10-085-0030



Easement may accommodate, within the same 30 feet individual easements from individual utilities, if required. Easement is granted for both access and for the installation, repair and maintenance over, under and through the East 30 feet of parcel 1.

The Easement herein granted by the undersigned is a perpetual easement shall run with the land. Future owners of both parcels are bound the terms outlined in this Right of Way & Utility Easement Agreement.

Grantors hereby agree not to construct or maintain any building or structure of a permanent nature upon the property above described.

Grantee and any successor in ownership are solely responsible for any installation, repair or maintenance to any driveway, utility or other improvement to the right of way and utility easement area.

If damage occurs during the installation, maintenance or repair of the easement and right of way the Grantee or his successors in ownership hereby agree to restore landscaping, fencing, sprinklers and other non-permanent fixtures to original condition to the extent reasonably possible.

# Utah Division of Water Rights














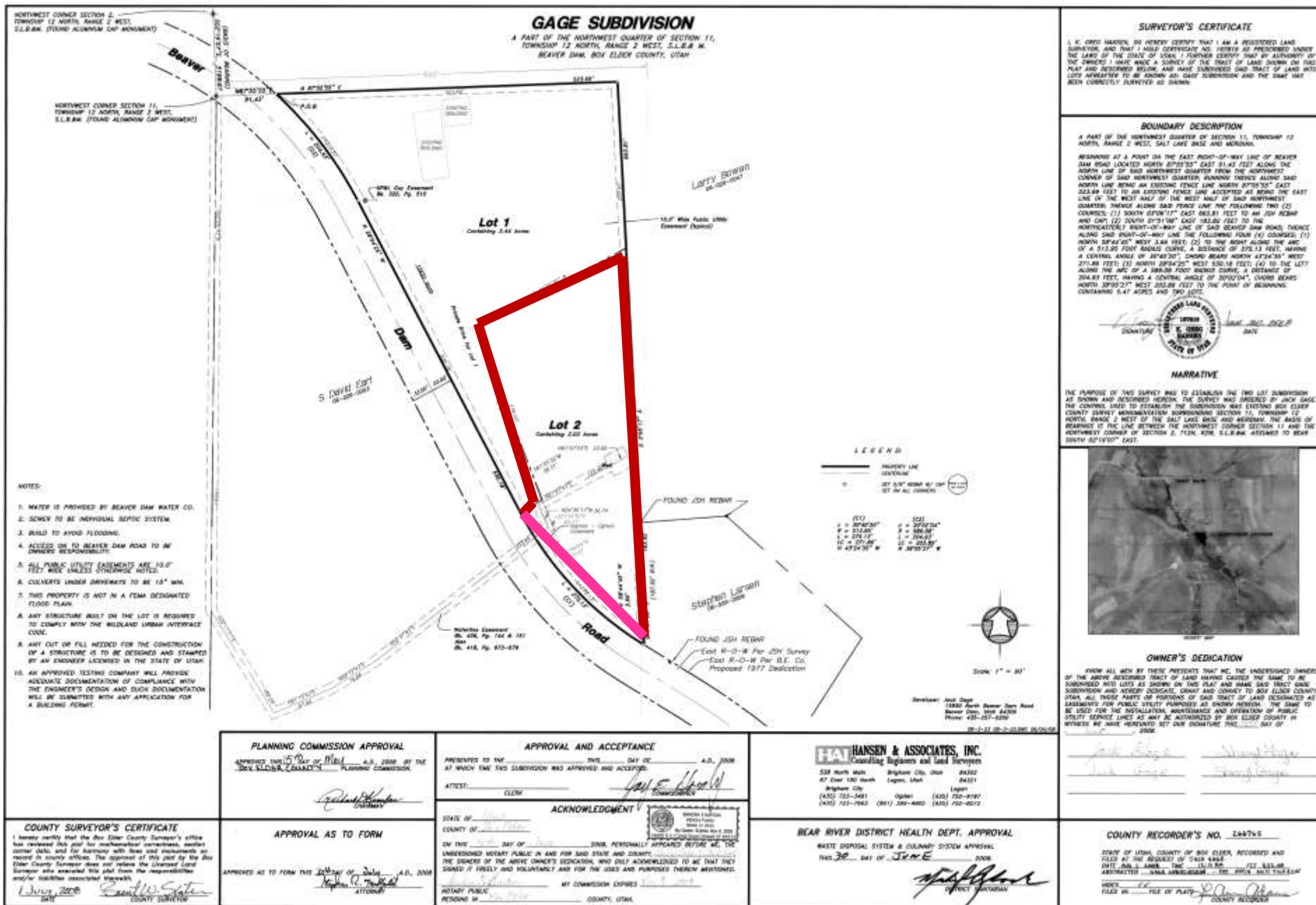


When the kids  
leave the nest

# Easements-Title Policy Differences

- A standard title policy only insures access to the parcel
- A Homeowner's policy includes vehicular and pedestrian access (Residential Policy)

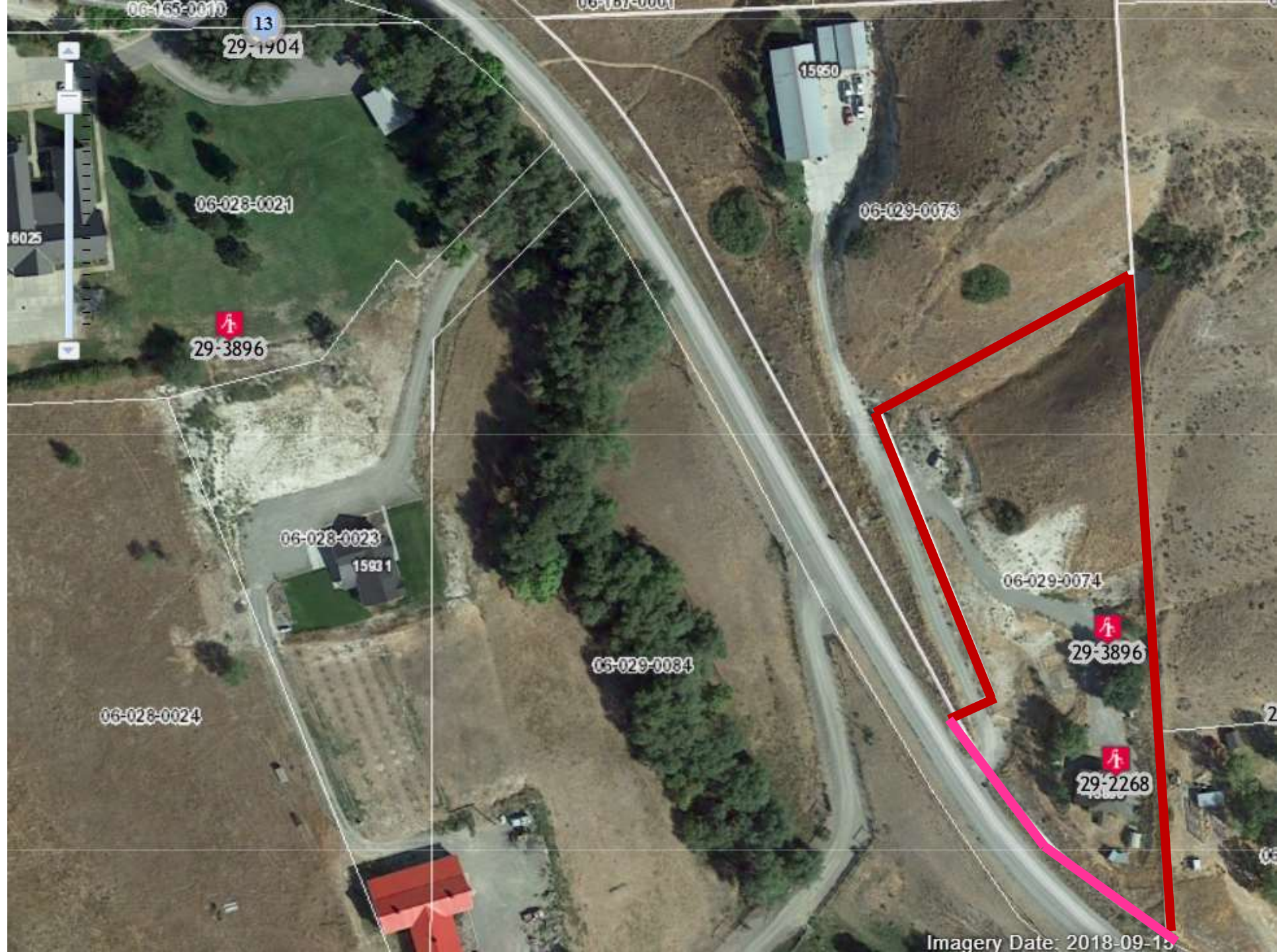










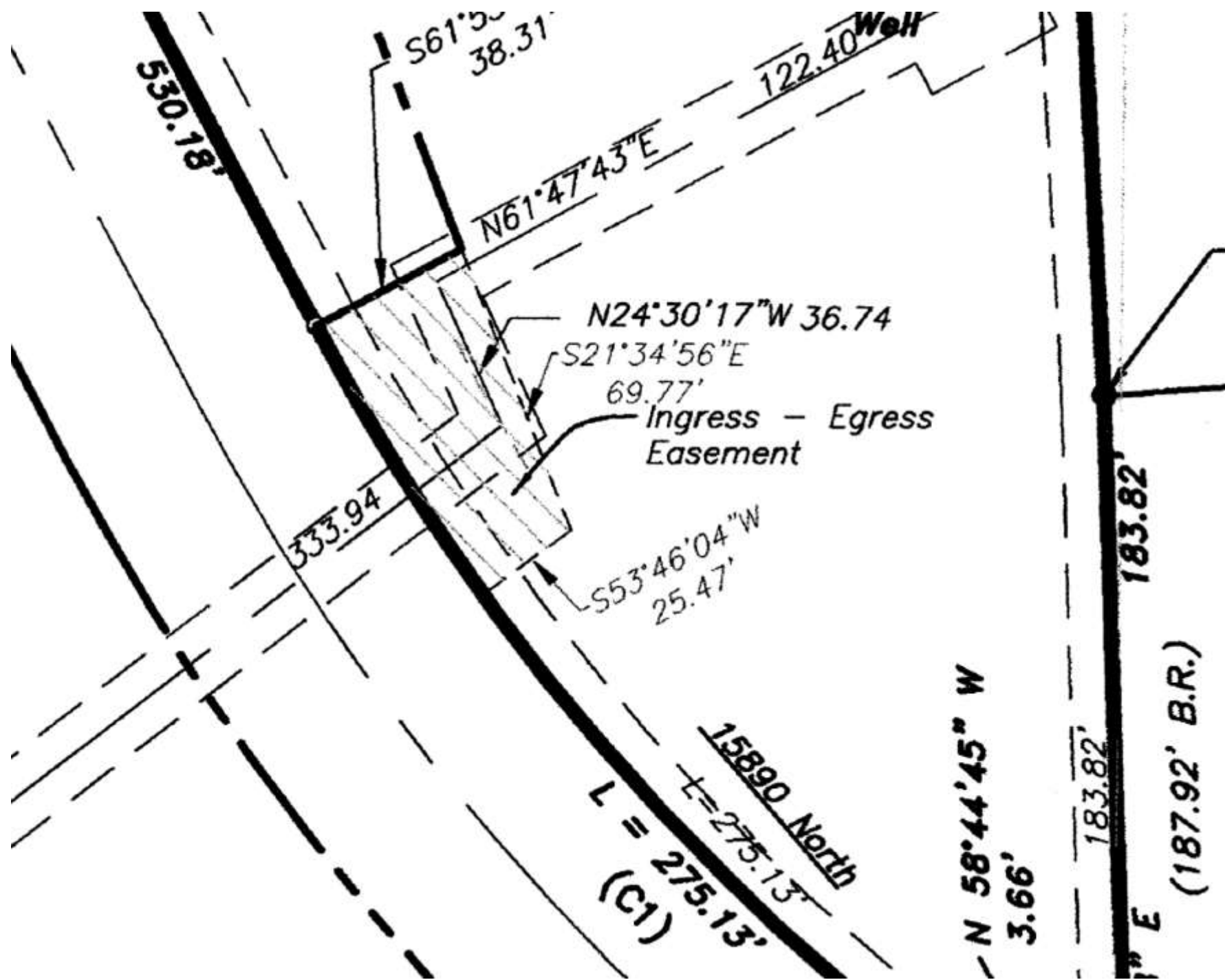


Imagery Date: 2018-09-15

12. OBTAIN AND RECORD an access easement for ingress and egress over Lot 1, Gage Subdivision.

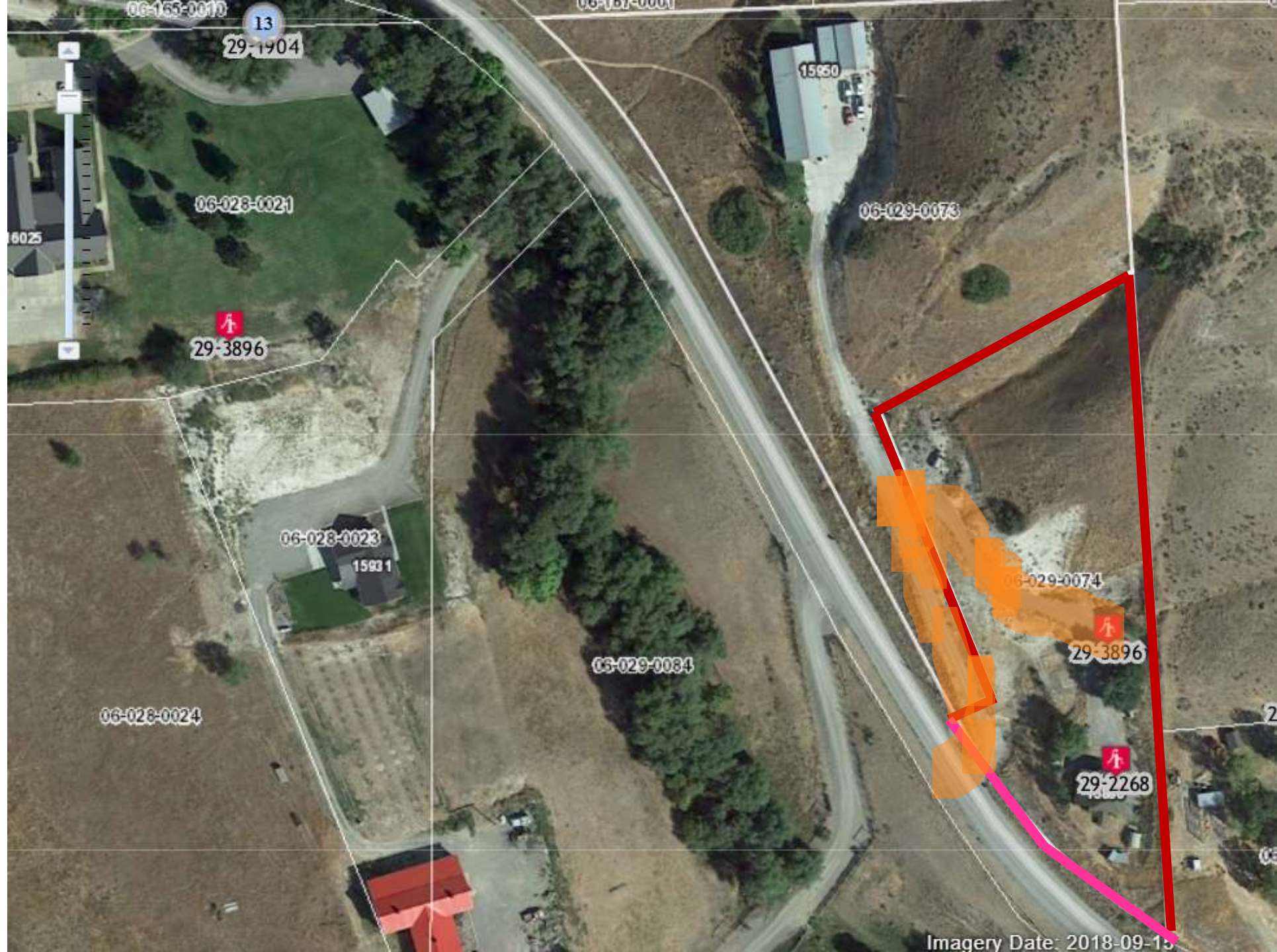
Vehicular access to Lot 2 is not possible without Lot 1.



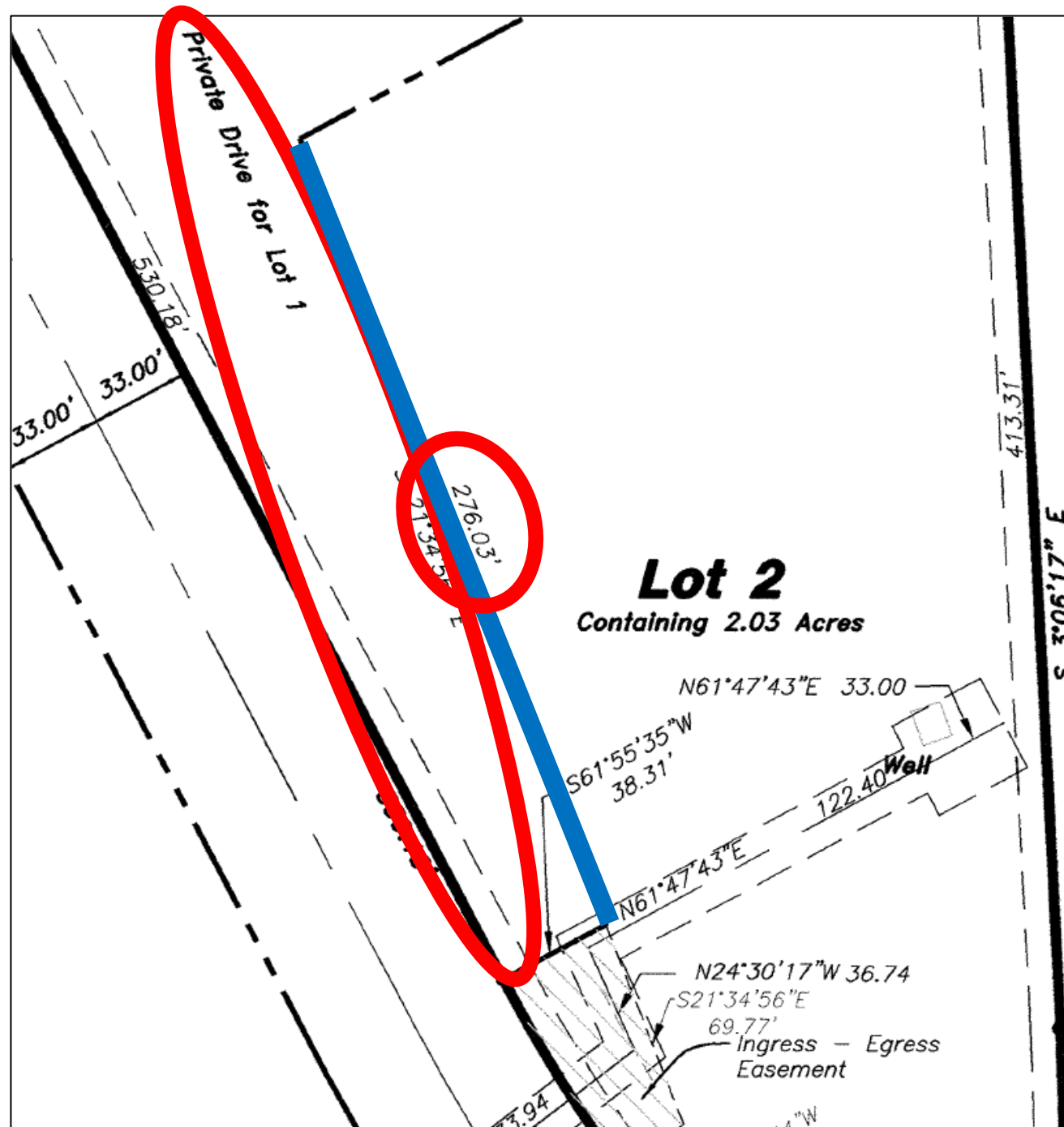








Imagery Date: 2018-09-15





When Recorded Return to:  
Jack R. Gage & Bennita J. Gage  
15890 North Beaver Dam Road  
Colliston, Utah 84306

**Right of Way Easement  
for Access, Road & Utility Purposes**

For Ten dollars and other consideration, Jack Gage and Sheryl Gage, (Grantor)

Do hereby grant a Right of Way Easement for Access, Road & Utility Purposes to Jack R. Gage IV and Bennita J. Gage (Grantee).

The Grantor is the owner of a certain parcel further described as follows:

LOT 1, GAGE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON  
FILE AND OF RECORD IN THE OFFICE OF THE BOX ELDER COUNTY RECORDER  
PARCEL NO. 06-029-0073

The Easement parcel is a portion of the above described parcel and is more particularly described as follows:

THE SOUTHERN MOST 276.03' OF THE PRIVATE DRIVE AREA FOR LOT 1 AS  
IDENTIFIED ON THE OFFICIAL PLAT OF GAGE SUBDIVISION.

Part of Parcel No. : 06-029-0073

This Right of Way Easement for Access, Road & Utility Purposes is to benefit the following described real property:

LOT 2, GAGE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON  
FILE AND OF RECORD IN THE OFFICE OF THE BOX ELDER COUNTY RECORDER  
PARCEL NO. 06-029-0074

**Conditions of the Right of Way Easement for Access, Road & Utility Purposes**

The Easement granted herein is exclusive. Grantor retains all rights to use and to continue to use the real property encumbered by the Easement for all other purposes and uses that do not substantially interfere with the rights granted herein.

The Right of Way Easement for Access, Road & Utility Purposes herein granted by the undersigned is perpetual and shall run with the land. Future property owners are bound by the terms outlined in this Right of Way Easement for Access, Road & Utility Purposes.

The Grantor is the owner of a certain parcel further described as follows:

LOT 1, GAGE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON  
FILE AND OF RECORD IN THE OFFICE OF THE BOX ELDER COUNTY RECORDER  
PARCEL NO. 06-029-0073

The Easement parcel is a portion of the above described parcel and is more particularly described  
as follows:

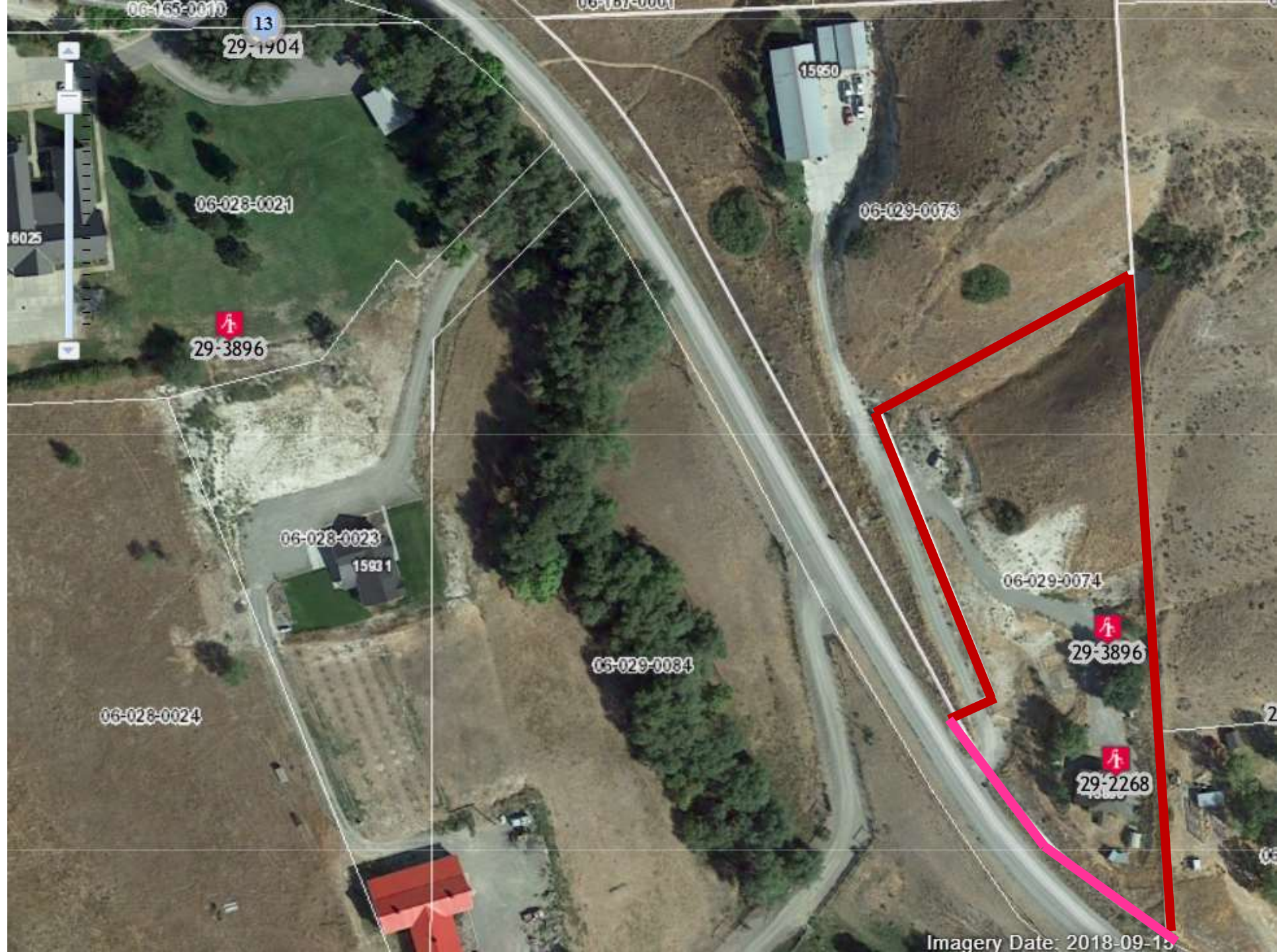
THE SOUTHERN MOST 276.03' OF THE PRIVATE DRIVE AREA FOR LOT 1 AS  
IDENTIFIED ON THE OFFICIAL PLAT OF GAGE SUBDIVISION.

Part of Parcel No. : 06-029-0073

This Right of Way Easement for Access, Road & Utility Purposes is to benefit the following  
described real property:

LOT 2, GAGE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON  
FILE AND OF RECORD IN THE OFFICE OF THE BOX ELDER COUNTY RECORDER  
PARCEL NO. 06-029-0074





06-165-0010

13

29-1904

06-167-0001

15950

06-028-0021

06-029-0073

6025

29-3896

06-028-0023

15931

06-029-0084


06-029-0074

29-3896

06-028-0024

29-2268

Imagery Date: 2018-09-15



There is one in every  
family...





0022, CACHE CO.

SHARON  
POPPLETON  
SUBD.  
SEE

10-045-  
2

531.7'  
0036  
5.38 Ac  
ROBYN P. NELSON  
910.6'

0037  
11.06 Ac  
DANIEL R.  
POPPLETON

0038

11.06 Ac  
RANDY J.  
POPPLETON

0001 RANDY J.  
POPPLETON  
ETAL

3000 WEST

190.57'

190.38

1299.6'

392.6

609.5'

201.3'

172.9'

91.7'

211'

208.9'

62.5'

29' 379.85'

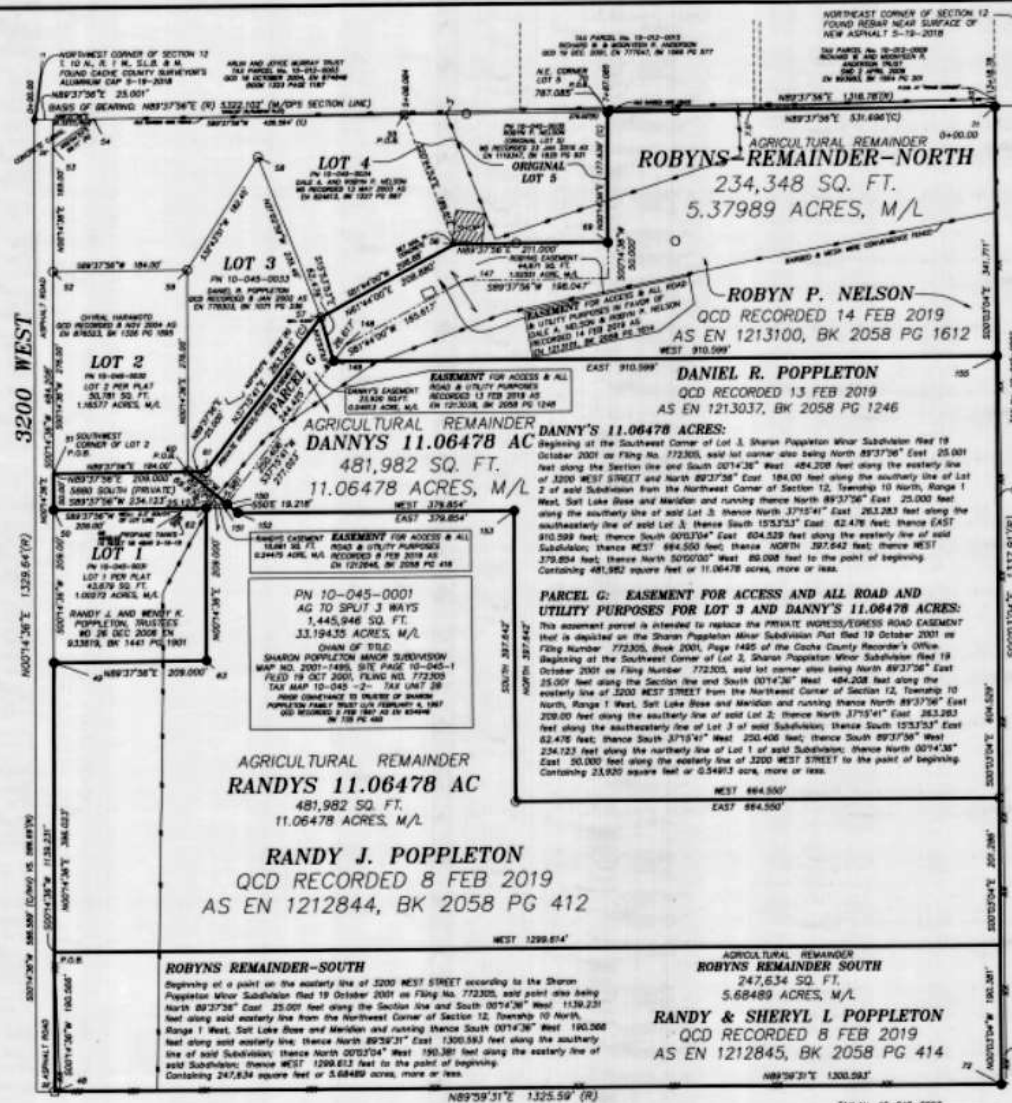
209'

209

396.02'

664.6'



**ROBYNS-REMAINDER-NORTH**

Beginning at the Northwest Corner of Lot 3, Sharon Poppleton Minor Subdivision filed 19 October 2001 as Filing No. 772305, said point one being North 89°37'36" East 787.000 feet along the Section line from the Northwest Corner of Section 12, Township 10 North, Range 1 West, Salt Lake Base and Meridian and running thence North 89°37'36" East 531.600 feet; thence South 89°37'36" East 241.711 feet along the easterly line of said Subdivision; thence North 89°37'36" East 208.000 feet along the southeasterly line of Lot 4 of said Subdivision; thence North 89°37'36" East 211.000 feet along the southeasterly line of said Lot 2 of said Subdivision; thence North 89°37'36" East 177.839 feet along the easterly line of said Lot 5 to the point of beginning. Containing 234,348 square feet or 5.37989 acres, more or less.

**ROBYNS EASEMENT: FOR ACCESS AND ALL ROAD AND UTILITY PURPOSES TO**

LOT 4 AND LOT 5, AND ROBYNS REMAINDER NORTH PARCEL: This easement parcel is intended to replace the PRIVATE INGRESS/EGRESS ROAD EASEMENT that is depicted on the Sharon Poppleton Minor Subdivision Plat recorded 19 October 2001 as Entry Number 772305, Book 2001, Page 1495 of the Cache County Recorder's Office. Beginning at the Southwest Corner of Lot 3, Sharon Poppleton Minor Subdivision filed 19 October 2001 as Filing Number 772305, said lot corner also being North 89°37'36" East 25.001 feet along the Section line and South 0°14'26" West 484.208 feet along the easterly line of 3200 WEST STREET from the Northwest Corner of Section 12, Township 10 North, Range 1 West, Salt Lake Base and Meridian and running thence North 89°37'36" East 208.000 feet along the southeasterly line of Lot 4 of said Subdivision; thence North 89°37'36" East 211.000 feet along the southeasterly line of Lot 2 of said Subdivision; thence North 89°37'36" East 177.839 feet along the easterly line of said Lot 5 to the point of beginning. Containing 44,871 square feet or 1.02551 acres, more or less.

**RANDY'S 11.06478 ACRES:**

Beginning at the Southwest Corner of Lot 2, Sharon Poppleton Minor Subdivision filed 19 October 2001 as Filing No. 772305, said lot corner also being North 89°37'36" East 25.001 feet along the Section line and South 0°14'26" West 484.208 feet along the easterly line of 3200 WEST STREET from the Northwest Corner of Section 12, Township 10 North, Range 1 West, Salt Lake Base and Meridian and running thence North 89°37'36" East 184.000 feet along the southeasterly line of Lot 2 of said Subdivision; thence North 89°37'36" East 208.000 feet along the southeasterly line of Lot 4 of said Subdivision; thence North 89°37'36" East 211.000 feet along the southeasterly line of Lot 2 of said Subdivision; thence North 89°37'36" East 177.839 feet along the easterly line of said Lot 5 to the point of beginning. Containing 481,982 square feet or 11.06478 acres, more or less.

**RANDY'S EASEMENT: FOR ACCESS AND ALL ROAD AND UTILITY PURPOSES TO**

LOT 1 AND RANDY'S 11.06478 ACRES PARCEL: This easement parcel is intended to replace a portion of the PRIVATE INGRESS/EGRESS ROAD EASEMENT that is depicted on the Sharon Poppleton Minor Subdivision Plat recorded 19 October 2001 as Entry Number 772305, Book 2001, Page 1495 of the Cache County Recorder's Office. Beginning at the Southwest Corner of Lot 2, Sharon Poppleton Minor Subdivision filed 19 October 2001 as Filing Number 772305, said lot corner also being North 89°37'36" East 25.001 feet along the Section line and South 0°14'26" West 484.208 feet along the easterly line of 3200 WEST STREET from the Northwest Corner of Section 12, Township 10 North, Range 1 West, Salt Lake Base and Meridian and running thence North 89°37'36" East 184.000 feet along the southeasterly line of Lot 2 of said Subdivision; thence North 89°37'36" East 208.000 feet along the southeasterly line of Lot 4 of said Subdivision; thence North 89°37'36" East 211.000 feet along the southeasterly line of Lot 2 of said Subdivision; thence North 89°37'36" East 177.839 feet along the easterly line of said Lot 5 to the point of beginning. Containing 10,861 square feet or 0.24478 acres, more or less.

**NOTES REGARDING EASEMENTS FOR ACCESS AND ALL ROAD PURPOSES:**

The access easements described on this map are intended to replace the PRIVATE INGRESS/EGRESS ROAD EASEMENT that is depicted on the Sharon Poppleton Minor Subdivision Plat filed 19 October 2001 as Filing Number 772305, Book 2001, Page 1495 of the Cache County Recorder's Office. These access easements are intended to be for the mutual benefit of the Grantors and their respective heirs. Grantors shall be responsible for a prorated share of any and all costs of customary annual maintenance such as mowing, grading, weeding of grass, snow removal, etc. The respective owner of Lot 1, Lot 2, Lot 4, and Lot 5 of said Subdivision shall each be responsible for a prorated share of said costs. It is understood that the owner of the lots with the winter park during which time said costs were incurred. As the need for maintenance arises, each lot owner agrees to participate in a discussion to determine the scope of maintenance of the access easement(s) and each lot owner shall not unreasonably withhold his/her agreement to the decisions of the majority of the lot owners regarding maintenance issues. Said Grantors do not intend to provide for the sharing of liability with respect to personal injury or property damage in connection with the access easements. Each of the Lot Owners agrees to indemnify the others from any and all liability for injury to or damage to any property when such injury or damage results from, arises out of, or is attributable to any maintenance or repairs on the access easement(s).

**SURVEYOR'S CERTIFICATE**

I, Joseph Dan Richardson, Professional Land Surveyor No. 4285 (15/2000), State of Utah, as President of RICHARDSON SURVEYING, INC., a Utah corporation, certify to Randy Poppleton that I have surveyed the properties described herein and that they are shown.

**NARRATIVE**

The purpose of this survey is to measure, describe, and depict the position of boundary agreement lines, heretofore the various parcels of property and access easements shown herein. These agricultural lot line adjustment parcels and easements for access and all road purposes are shown herein according to an agreement signed 8 June 2018, 11 June 2018, 6-28-18 and 6-25-18 by the attorney John Luty and a lot line schematic depiction dated 6-25-18 and amendments thereto. The basis of bearing of this survey is along the section line as shown herein.

**NOTES:**

- The information herein is subject to and conditional upon assessments, rights-of-way, easements, conditions, agreements, obligations, restrictions of record, historical use, and according to the exceptions as detailed by the grant records and title insurance policies which are hereby made a part of this survey. This survey is subject to any facts, conditions or discrepancies which would be disclosed by the details of a correct title insurance policy. There might be other documents of record that may affect this property.
- Utility pipes, wires, concrete conduits, foundations and footings, easements, etc. may exist below, on, or above the surface of the ground, asphalt and/or concrete pavement. Therefore, owners, contractors, builders and easementors shall, at a minimum, contact Blue Stakes, refer to utility company maps and County and City records in order to verify the size, location and elevation of all existing utilities and structures prior to any excavation or construction.
- This survey does not include location nor evaluation of hazardous, deleterious nor environmental conditions which may exist due to the current or prior use of this property, or due to the forces of nature or by reason of the location of this property in or near such hazardous, deleterious or environmentally conditions, whether man-made or natural. This survey does not include location nor evaluation of mineral rights, water rights nor water facilities.
- Gaps and overlaps of deed lines and/or deeded parcels, if any such exist, may have to be resolved with boundary line agreements or equivalent instruments prior to property development. This survey does not purport to establish the boundaries of adjacent properties which shall be surveyed for their own purposes.
- AGRICULTURAL DESIGNATION:** The parcels shown herein have been created with the understanding that these parcels are subject to State Farmland Assessment Act provisions and that it shall be the responsibility of the property owner(s) to determine and comply with the requirements of said Act and other pertinent Cache County regulations.

Copyright 2019

**LEGEND: Symbol abbreviations are:**

- 1. — indicates a point identification number, typical.
- 2. — indicates a 60' radius and 12" diameter cut around top stamped.
- 3. — indicates a 60' radius and 12" diameter cut around top stamped.
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- 100. — indicates a 60' radius and 12" diameter cut around top stamped.

**NORTH**

SCALE: 1"=80'



REV: JUNE 5, 2019: ADD VESTING DATA

**RICHARDSON SURVEYING, INC.**  
3448 SOUTH 100 WEST  
BOUNTIFUL, UTAH 84010  
(801) 298-1615  
rsurvey@gmail.com

**FOR:**  
**RANDY POPPLETON**  
5890 SOUTH 3200 WEST  
WELLSVILLE, UTAH 84339

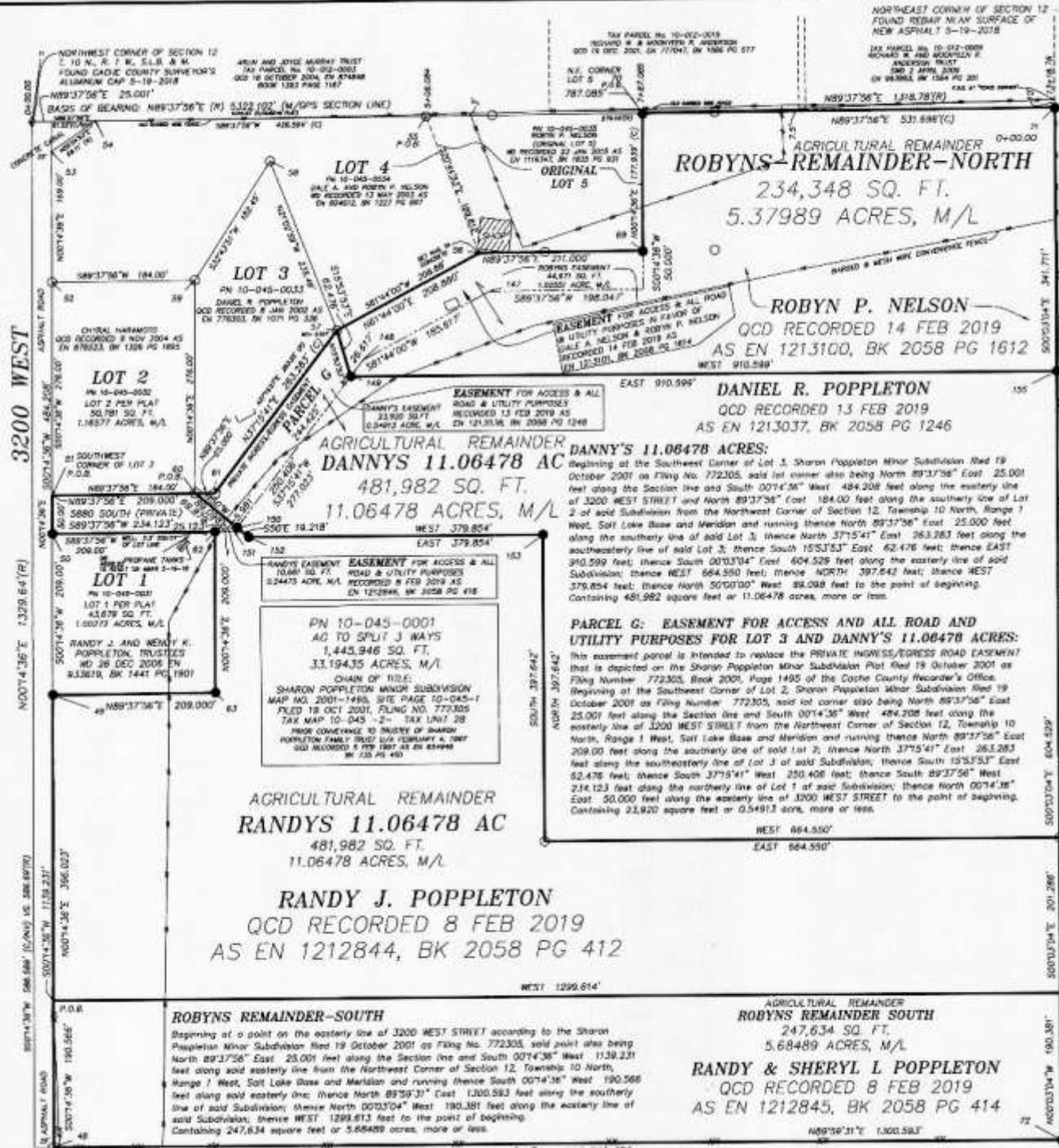
**THIS PROPERTY IS LOCATED IN THE NORTHWEST QUARTER**  
**OF SECTION 12, TOWNSHIP 10 NORTH, RANGE 1 WEST,**  
**SALT LAKE BASE AND MERIDIAN**  
**CACHE COUNTY, UTAH**

**DRAWING No.**  
**759-POPPLETON-S12-T10N-R1W.dwg**

**DATE:**  
**DECEMBER 1, 2018**

**RECORD OF SURVEY MAP**

**AGRICULTURAL PARCEL ADJUSTMENTS**  
**SHARON POPPLETON MINOR SUBDIVISION**





3200 WEST

ASPHALT ROAD

N00°14'36"E  
S89°37'56"W 184.00'

52

59

CHYRAL HARAMOTO  
QCD RECORDED 8 NOV 2004 AS  
EN 876523, BK 1326 PG 1895

**LOT 2**

PN 10-045-0032  
LOT 2 PER PLAT  
50,781 SQ. FT.  
1.16577 ACRES, M/L

51 SOUTHWEST  
CORNER OF LOT 2  
P.O.B.

60  
P.O.B.

N89°37'56"E 184.00'

N89°37'56"E 209.000'  
5880 SOUTH (PRIVATE)  
S89°37'56"W 234.123'

50.00'  
S89°37'56"W 209.00'  
WELL: 2.3' SOUTH  
OF LOT LINE

98  
1658.92  
10 RESET 181 4BAR 5-19-18

PROpane TANKS

**LOT 3**

PN 10-045-0033  
DANIEL R. POPPLETON  
QCD RECORDED 8 JAN 2002 AS  
EN 778303, BK 1071 PG 336

57  
MC= 0.037'

N37°15'41"E 263.283' (R)  
N37°15'41"E 263.283' (C)

PRIVATE INGRESS/EGRESS EASEMENT  
244.425'

N89°37'56"E 25.000'

61

62

63

64

65

66

67

S15°53'53"E  
62.476'

56

S61°44'00"W 208.880'

N61°44'00"E 208.880'

S61°44'00"W 185.617'

149

148

147

146

145

144

143

142

141

140

SET NAIL IN  
CONCRETE

56

S61°44'00"W 208.880'

N61°44'00"E 208.880'

S61°44'00"W 185.617'

149

148

147

146

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141

140

139

N89°37'56"E 211.000'

ROBYNS EASEMENT  
44,671 SQ. FT.  
1.02551 ACRE, M/L

S89°37'56"W 198.047'

EASEMENT FOR ACCE  
& UTILITY PURPOSES IN  
DALE A. NELSON & RO  
RECORDED 14 FEB 2019  
EN 1213101, BK 2058

EASEMENT FOR ACCESS & ALL  
ROAD & UTILITY PURPOSES  
RECORDED 13 FEB 2019 AS  
EN 1213038, BK 2058 PG 1248

AGRICULTURAL REMAINDER  
**DANNYS 11.06478 AC**  
481,982 SQ. FT.  
11.06478 ACRES, M/L

WEST 379.854'

EAST 379.854'

RANDYS EASEMENT  
10.661 SQ. FT.

EASEMENT FOR ACCESS & ALL  
ROAD & UTILITY PURPOSES

153

**DANNY'S 11**  
Beginning at the S  
October 2001 as F  
feet along the Sec  
of 3200 WEST STR  
2 of said Subdivisi  
West, Salt Lake Ba  
along the southerly  
southeasterly line  
910.599 feet; then  
Subdivision: thence

WHEN RECORDED RETURN TO  
Daniel R. Poppleton  
3161 West 5880 South  
Mount Sterling, Utah 84339

Ent **1213038** Bk **2058** Pg **1248**  
Date: 13-Feb-2019 01:33 PM Fee \$15.00  
**Cache County, UT**  
Michael Gleed, Rec. - Filed By TJ  
For DANIEL POPPLETON

**Easement for Access  
and All Road and Utility Purposes**

For Ten Dollars and Other Good and Valuable Consideration, RANDY JOSEPH POPPLETON, as Trustee of the SHARON POPPLETON FAMILY TRUST UA, FEBRUARY 4, 1997, and/or as Trustee of the UNNAMED TRUST CREATED JANUARY 12, 2011, BY A DOCUMENT TITLED "QUIT CLAIM DEED AND DECLARATION OF TRUST," of Wellsville, County of Cache, State of Utah, Grantor,

Hereby grants an easement for access and all road and utility purposes to **Daniel R. Poppleton**, Grantee, and any successors in ownership of the benefitted parcels.

The easement parcel described is intended to terminate and amend the PRIVATE INGRESS/EGRESS ROAD EASEMENT that is depicted on the Sharon Poppleton Minor Subdivision Plat recorded on October 19, 2001, as Entry Number 772305, Book 2001, Page 1495 of the Cache County Recorder's Office.

The easement parcel is described as:

Beginning at the Southwest Corner of Lot 2, Sharon Poppleton Minor Subdivision filed 19 October 2001 as Filing Number 772305, said lot corner also being North 89°37'56" East 25.001 feet along the Section line and South 00°14'36" West 484.208 feet along the easterly line of 3200 WEST STREET from the Northwest Corner of Section 12, Township 10 North, Range 1 West, Salt Lake Base and Meridian and running thence North 89°37'56" East 209.00 feet along the southerly line of said Lot 2; thence North 37°15'41" East 263.283 feet along the southeasterly line of Lot 3 of said Subdivision; thence South 15°53'53" East 62.476 feet; thence South 37°15'41" West 250.406 feet; thence South 89°37'56" West 234.123 feet along the northerly line of Lot 1 of said Subdivision; thence North 00°14'36" East 50.000 feet along the easterly line of 3200 WEST STREET to the point of beginning.

Containing 23,920 square feet or 0.54913 acre, more or less.

Part of Parcel No. 10-045-0001

THIS EASEMENT FOR ACCESS AND ALL ROAD AND UTILITY PURPOSES IS TO BENEFIT LOT 3 OF THE POPPLETON MINOR SUBDIVISION AS SHOWN BY THE OFFICIAL PLAT THEREOF, FILED OCTOBER 19, 2001, AS FILING NO. 772305, IN THE OFFICE OF THE RECORDER OF CACHE COUNTY, UTAH (PARCEL NO. 10-045-0033); AND DANNY'S 11.06478 ACRE PARCEL, WHICH IS DESCRIBED AS FOLLOWS:

Beginning at the Southwest Corner of Lot 3, Sharon Poppleton Minor Subdivision filed 19 October 2001 as Filing No. 772305, said lot corner also being North 89°37'56" East 25.001 feet along the Section line and South 00°14'36" West 484.208 feet along the easterly line of 3200 WEST STREET and North 89°37'56" East 184.00 feet along the southerly line of Lot 2 of said Subdivision from the Northwest Corner of Section 12, Township 10 North, Range 1 West, Salt Lake Base and Meridian and running thence North 89°37'56" East 25.000 feet along the southerly line of said Lot 3; thence North 37°15'41" East 263.283 feet along the southeasterly line of said Lot 3; thence South 15°53'53" East 62.476 feet; thence EAST 910.599 feet; thence South 00°03'04" East 604.529 feet along the easterly line of said Subdivision; thence WEST 664.550 feet; thence NORTH 397.642 feet; thence WEST 379.854 feet; thence North 50°00'00" West 89.098 feet to the point of beginning.

Containing 481,982 square feet or 11.06478 acres, more or less.

Part of Parcel 10-045-0001

From Survey

This easement for access and all road and utility purposes is perpetual and shall run with the land. Future property owners are bound by the terms set forth in this easement for access and all road and utility purposes. This easement for access and all road and utility purposes is intended for the mutual benefit of the Grantee and his respective lands.

Grantee and any successor in ownership are solely responsible for any damages or repairs to the granted property. If damage occurs by the hand of the Grantee or his successors in ownership, it is hereby agreed that they shall make every effort to restore landscaping, fencing, sprinklers, and other non-permanent and permanent fixtures to their original condition to the extent reasonably possible.

Grantee shall be responsible for 37.5% of the reasonable and customary costs of maintaining and repairing the private road on the easement as a gravel road. Such costs may include the cost of road grading, addition of gravel, snow removal, etc. The owner of Lot 1 will be responsible for 25% of said costs, and the owner of Lots 4 and 5 will be responsible for 37.5% of said costs. Grantee agrees to pay his share of the costs within the calendar year during which the costs were incurred.

Ent **1213038** Bk **2058** Pg **1249**

Grantee does not intend to provide for the sharing of liability with respect to personal injury or property damage in connection with the access easements. Each of the lot owners agrees to indemnify the others from any and all liability for injury to him or damage to his property when such injury or damage results from, arises out of, or is attributable to any maintenance or repairs on the access easements.



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This easement for access and all road and utility purposes is perpetual and shall run with the land. Future property owners are bound by the terms set forth in this easement for access and all road and utility purposes. This easement for access and all road and utility purposes is intended for the mutual benefit of the Grantee and his respective lands.

Grantee and any successor in ownership are solely responsible for any damages or repairs to the granted property. If damage occurs by the hand of the Grantee or his successors in ownership, it is hereby agreed that they shall make every effort to restore landscaping, fencing, sprinklers, and other non-permanent and permanent fixtures to their original condition to the extent reasonably possible.

Grantee shall be responsible for 37.5% of the reasonable and customary costs of maintaining and repairing the private road on the easement as a gravel road. Such costs may include the cost of road grading, addition of gravel, snow removal, etc. The owner of Lot 1 will be responsible for 25% of said costs, and the owner of Lots 4 and 5 will be responsible for 37.5% of said costs. Grantee agrees to pay his share of the costs within the calendar year during which the costs were incurred.

Ent 1213038 Bk 2058 Pg 124

Grantee does not intend to provide for the sharing of liability with respect to personal injury or property damage in connection with the access easements. Each of the lot owners agrees to indemnify the others from any and all liability for injury to him or damage to his property when such injury or damage results from, arises out of, or is attributable to any maintenance or repairs on the access easements.

### Easement Definitions

- **Dominant Estate & Servient Estate:** The party gaining the benefit of the easement is the dominant estate (or dominant tenement), while the burden is the servient estate (or servient tenement).
- **In Gross vs. Appurtenant:** In the US, an easement *appurtenant* is one that benefits the dominant estate and "runs with the land" and so generally transfers automatically when the dominant estate is transferred. An appurtenant easement allows property owners to access land that is only accessible through a neighbor's land. Conversely, an easement *in gross* benefits an individual or a legal entity, rather than a dominant estate. <https://en.wikipedia.org/wiki/Easement>
- **Affirmative vs. Negative Easements:** An affirmative easement is the right to use another property for a specific purpose, and a negative easement is the right to prevent another from performing an otherwise lawful activity on their own property. <https://en.wikipedia.org/wiki/Easement>

### Easement Types

Avigation  
View Easement

Solar/Right to Light  
Access/Ingress-Egress

### Finding Easements

- Title commitment
  - Part of legal description
  - Schedule B2- Exceptions
- On the dedicated plat
- In the CCR's
- On a recorded deed
- On adjacent plats & surveys
- City/County/State/Federal maps
- Questions access to property & neighbors
- Utilities access (water, gas & power)
- Pay attention to overhead maps
  - [www.parcels.utah.gov](http://www.parcels.utah.gov)
  - Google Maps & Google Earth
- Blue Stakes

### Evaluating Easements

- What is need or purpose of the easement?
- Is the location and use properly described?
- Who are the parties involved and who can benefit from the easement?
- What is the easement duration, does it run with the land?
- Are there concerns about upkeep and maintenance of the easement area?
- What rights are granted or limited?
- Considerations about the future use?
- Does the easement meet municipal or government standards?

<b>Corporate</b> Phone (801) 288-8818	<b>Layton</b> Phone (801) 774-8818	<b>Midvale</b> Phone (801) 288-8818
<b>Bountiful</b> Phone (801) 295-7676	<b>Farmington</b> Phone (801) 683-4440	<b>Ogden</b> Phone (801) 288-8818

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### Easement Types

Avigation  
View Easement

Solar/Right to Light  
Access/Ingress-Egress

Utility/Communication  
Conservation/preservation

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  - Google Maps & Google Earth
- Blue Stakes

### Release or Termination of Easements

- Released by mutual agreement
  - Expiration of agreement
  - Abandonment by holder
  - Merger
  - Foreclosure
  - Estoppel
  - Condemnation by the government
- From <https://en.wikipedia.org/wiki/Easement>

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