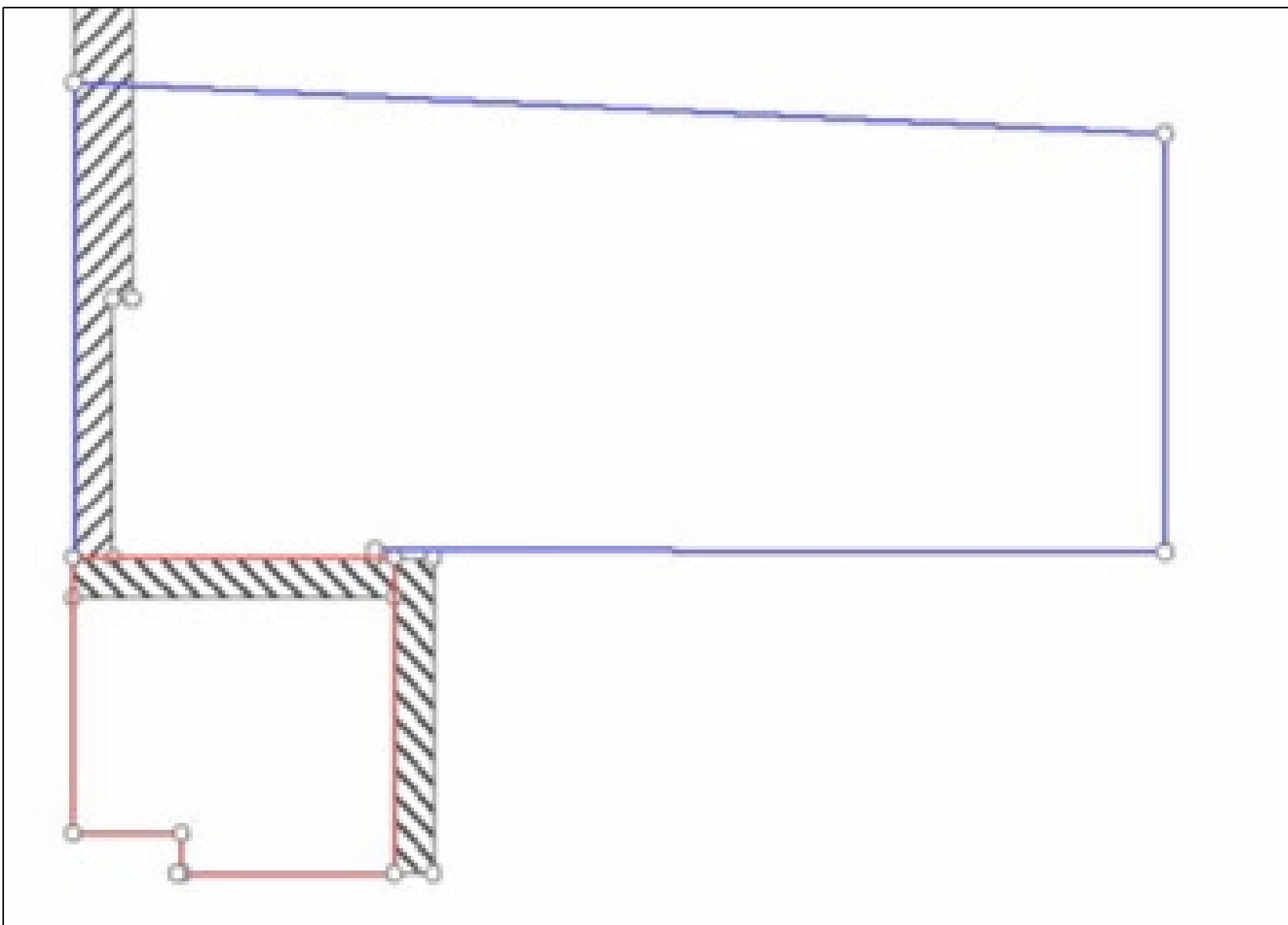


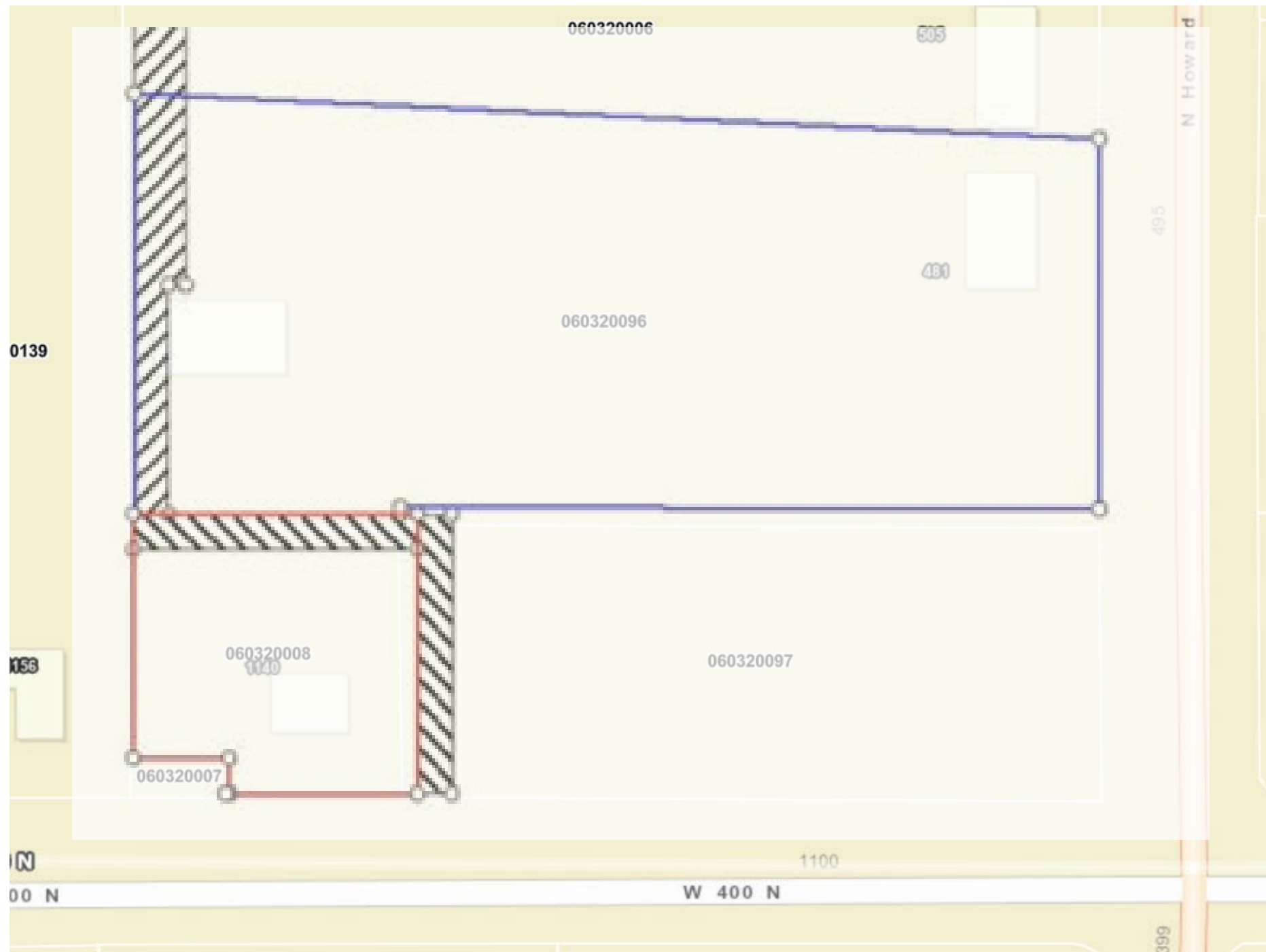


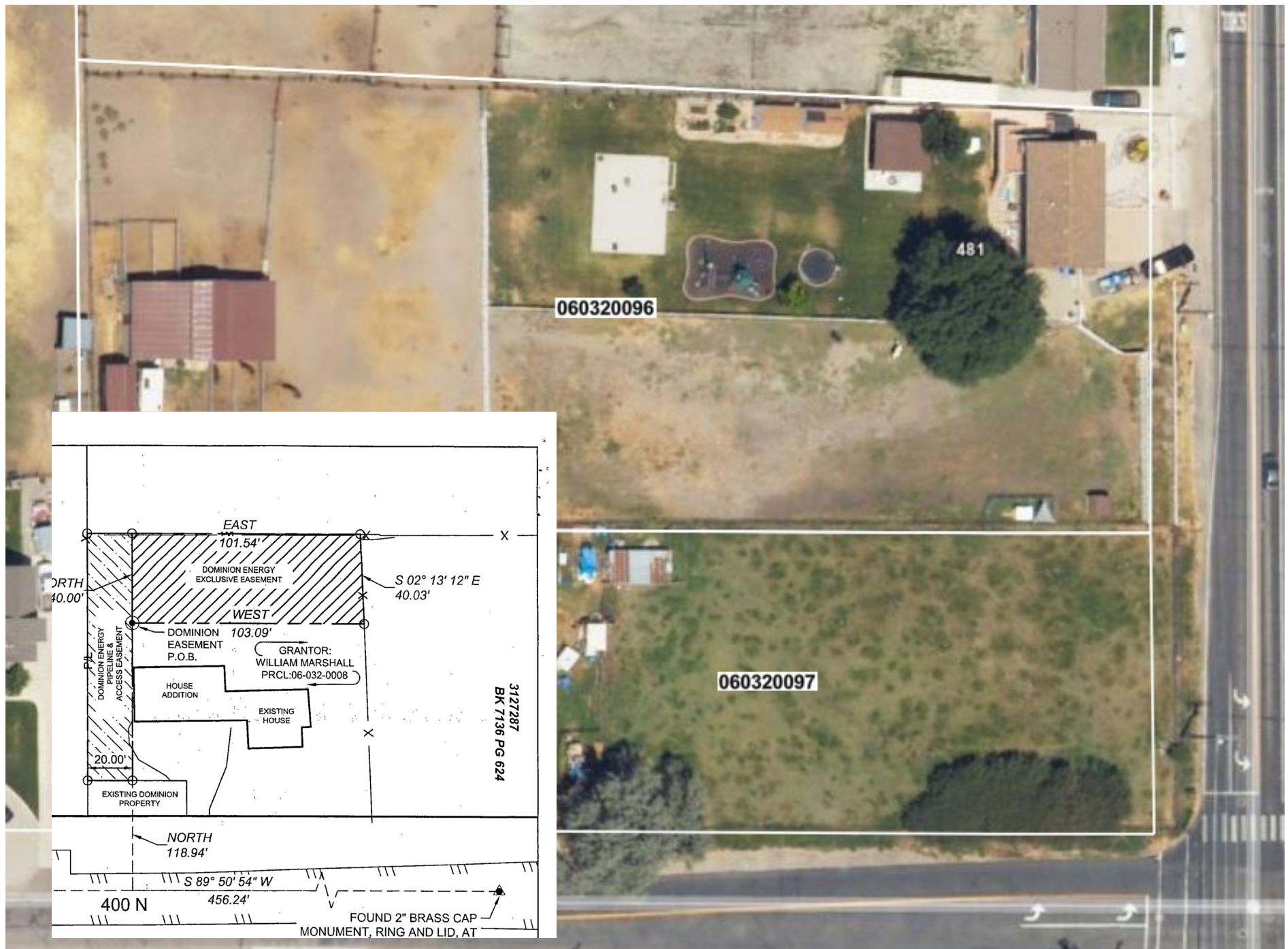
Evaluating Easements (CORE)

(2 Hours, RC230312)

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

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.

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.

Easements on the Title Commitment

- Legal Description
- Schedule B
- Within record

	<i>First American Title</i> TM	ALTA Commitment for Title Insurance
		ISSUED BY
		First American Title Insurance Company
Schedule A		 Backman Title Services <small>, authorized Agent</small>
		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
 - Google Maps & Google Earth
- Blue Stakes

About Blue Stakes

- 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.

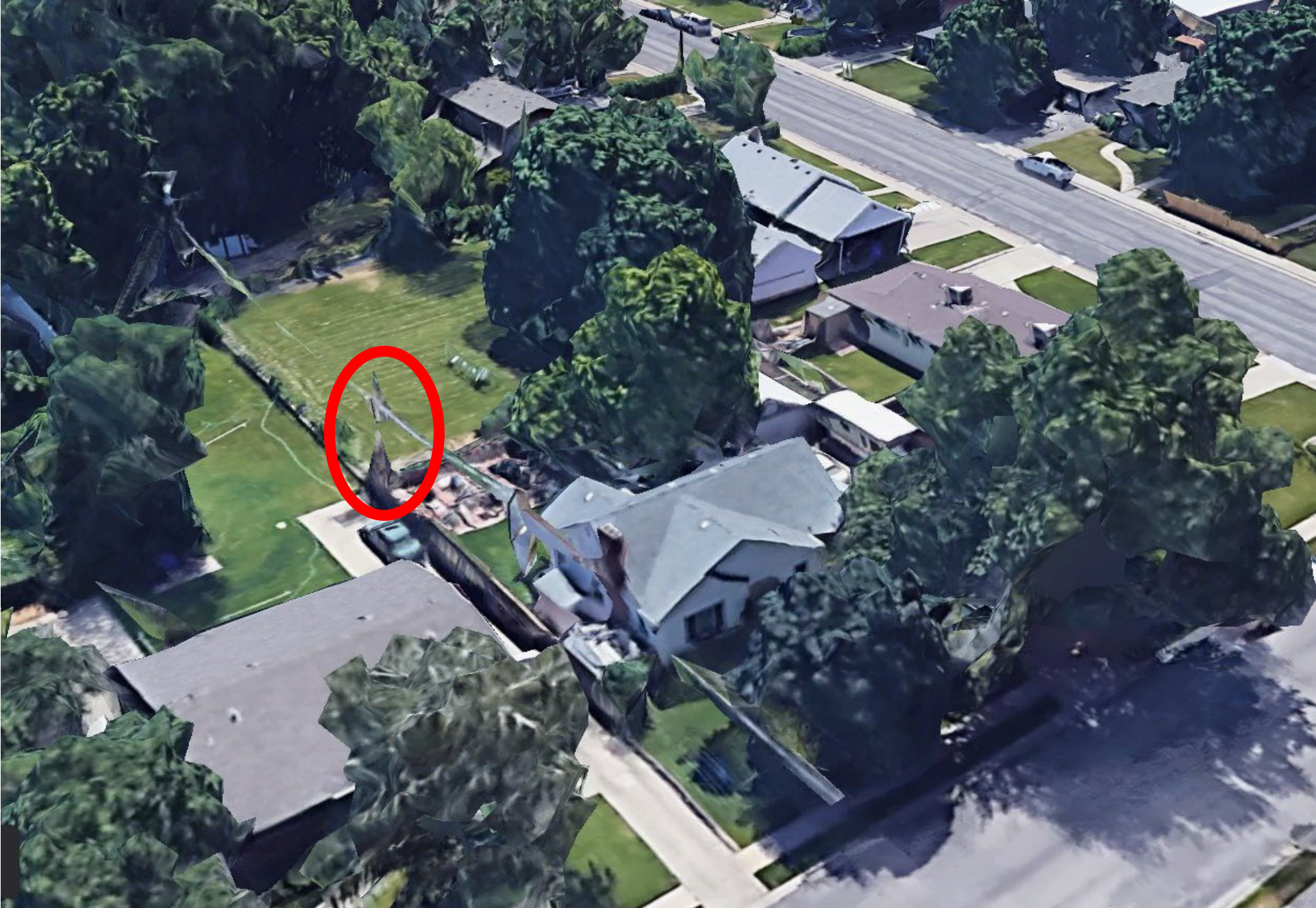
A dark blue, irregular ink blot or splash shape is centered on a white background. The blot has a textured, painterly appearance with some lighter blue and white speckles around its edges. The text "Utilities and Unrecorded Easements" is written in a clean, white, sans-serif font, centered within the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

Utilities and Unrecorded Easements

Division of Water Rights

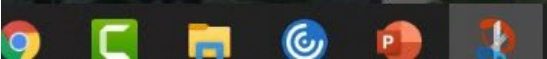


Imagery Date: 2018-09-11



100%

Landsat / Copernicus





Bountiful, Utah



Google

← 270 300 E

Bountiful, Utah

Google Street View

Oct 2, 2022 See more dates

New Power Pole



Google



Being a Nosy
Neighbor...

7th MON. TO SUB.

19

~~125.94'~~

S 13.30'00" E

LOT 101

17,708. sq. ft.

0.40 acres

102
sq.-ft.
acres

10' PUBLIC UTILITY
→ EASEMENT

10⁵

17743

0019,30" E
85.55

85.55

$$\frac{S}{W}$$

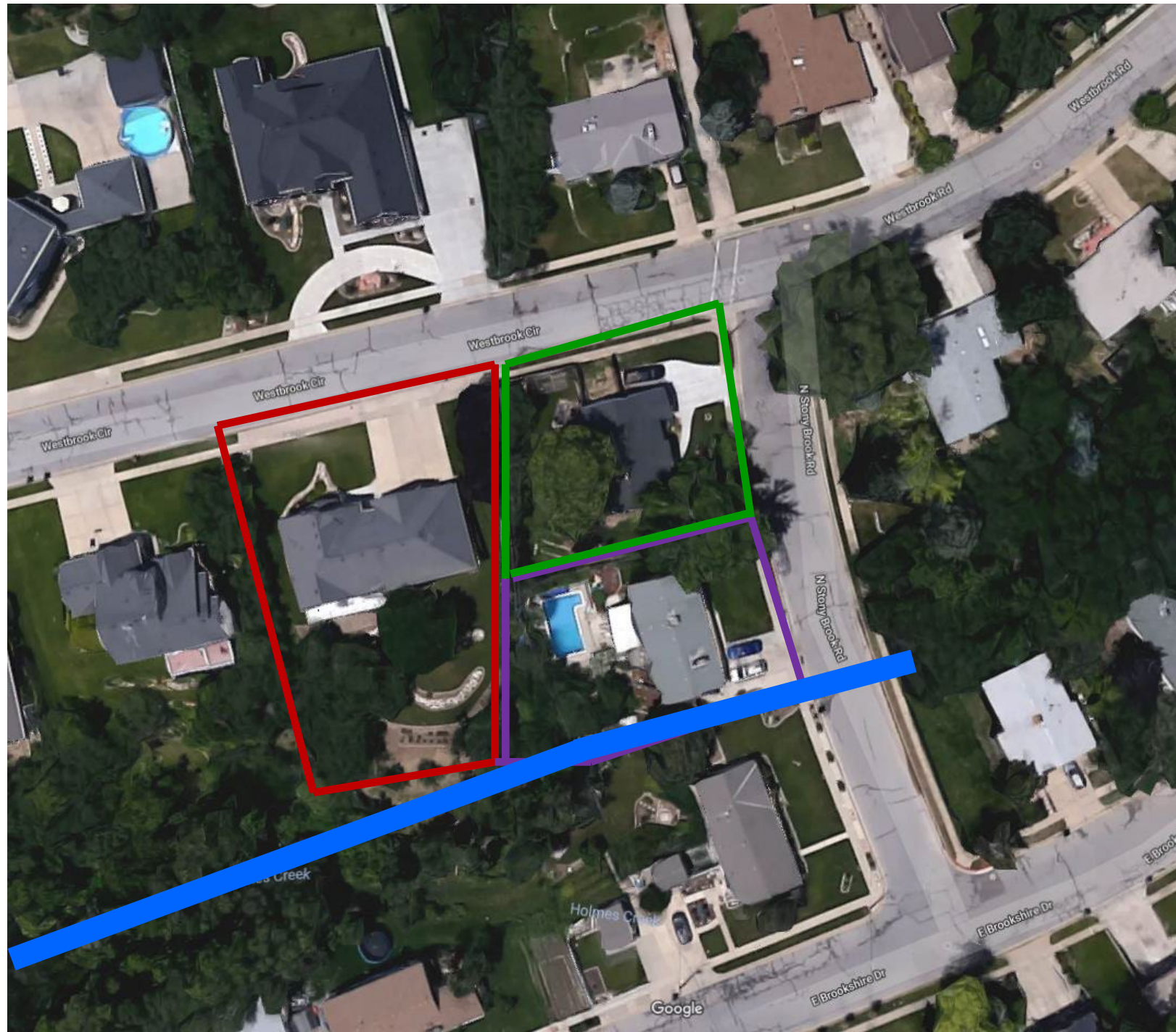
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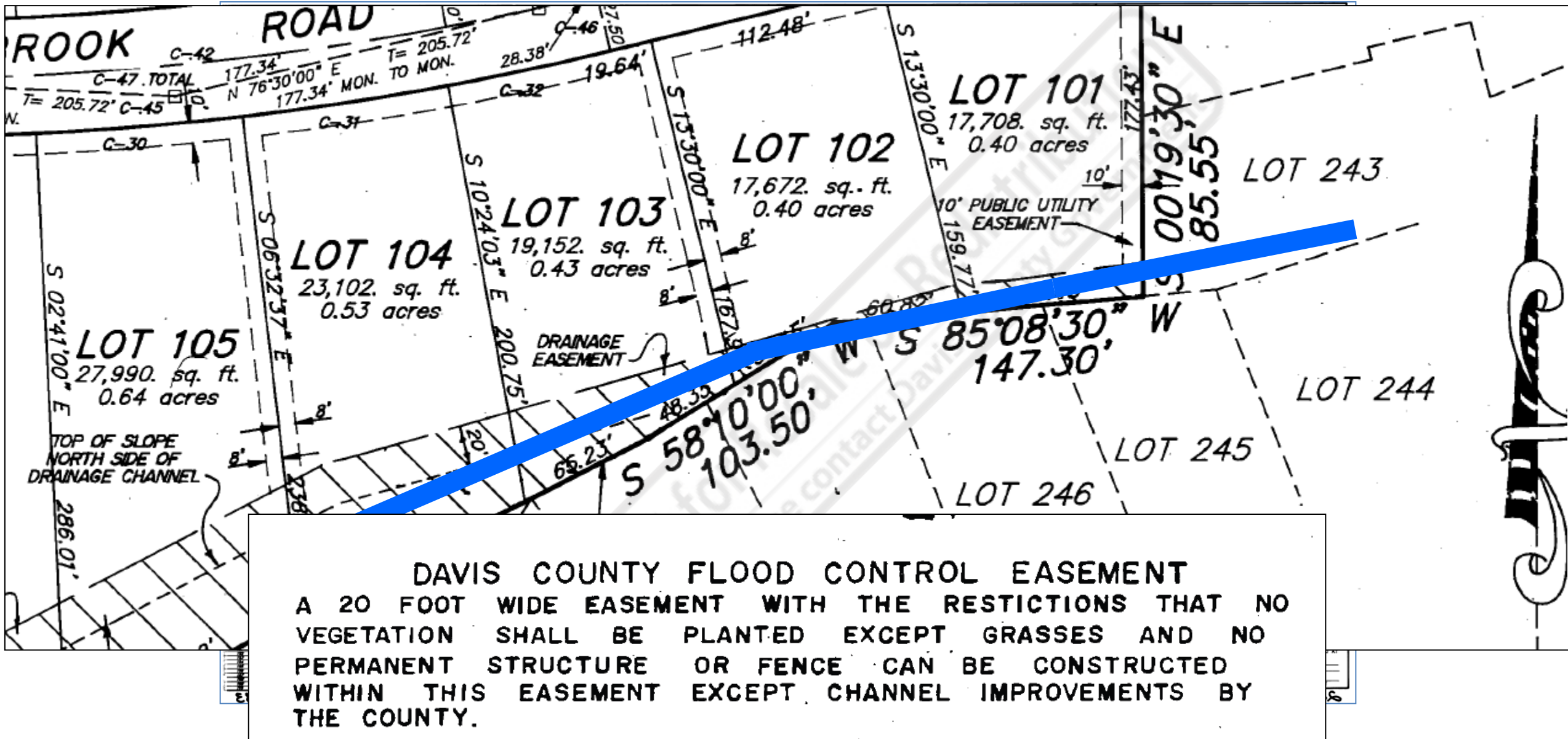
~~6082~~

86.48'

85°08'30."

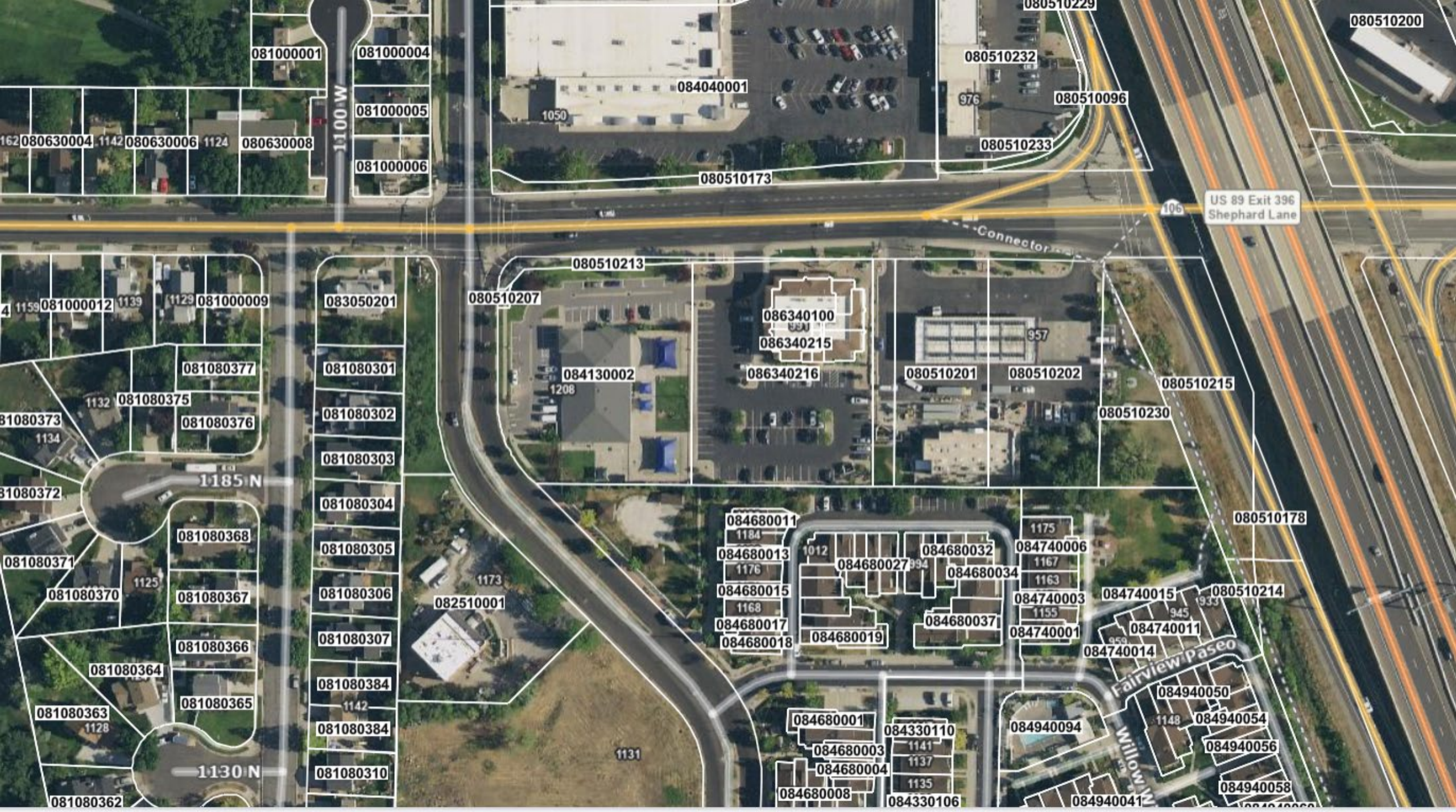


Coventry Place (1994 Plat)





The Disappearing Pipeline

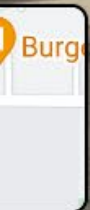




w

re dates

November 2022



Google

The disappearing pipeline

December 8,
1958

Easement
Recorded

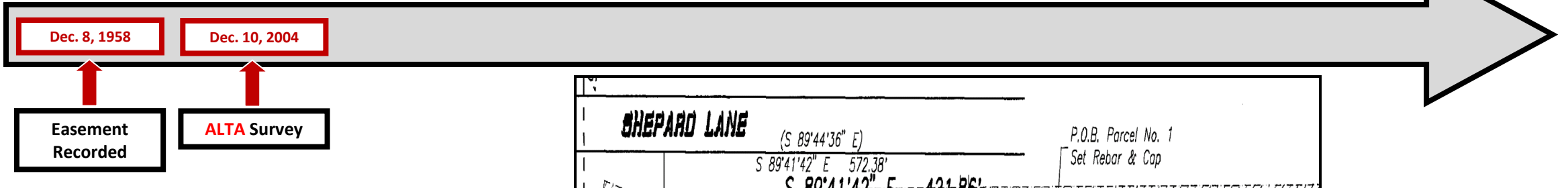
Original **166**
Tracts 9 and 11 Recorded at request of *Heber Basin Water Conserv. Dist.* Fee Paid *3.20*
Alvey C. McCullough Date *DEC 8 1958* *2 03p* EMILY T. ELDREDGE Recorder Davis Co
Bessie Dee McCullough, *Bessie R. Bybee* Page *166*
West Farmington Laterals

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.,
386) 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:

300 A strip of land in the Northwest Quarter of the Northwest Quarter
(NW 1/4 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 Southwesterly side of that

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.

The disappearing pipeline

Dec. 8, 1958

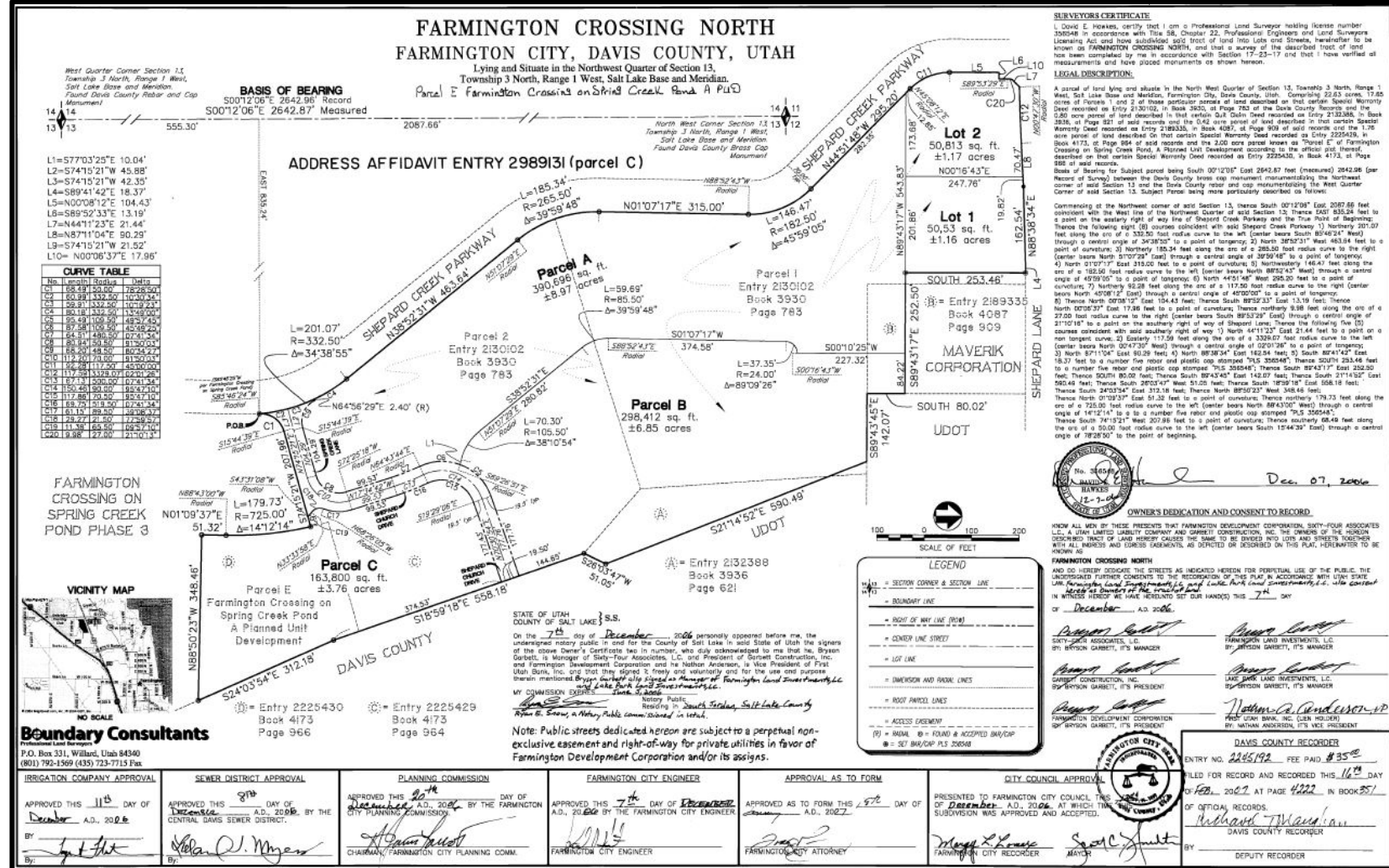
Dec. 10, 2004

Feb. 16, 2007

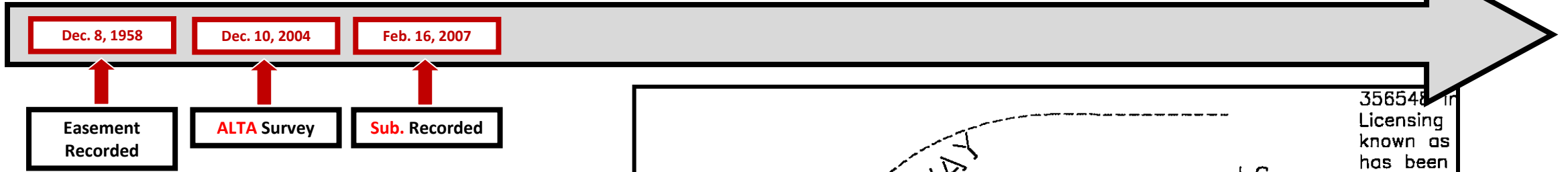
Easement
Recorded

ALTA Survey

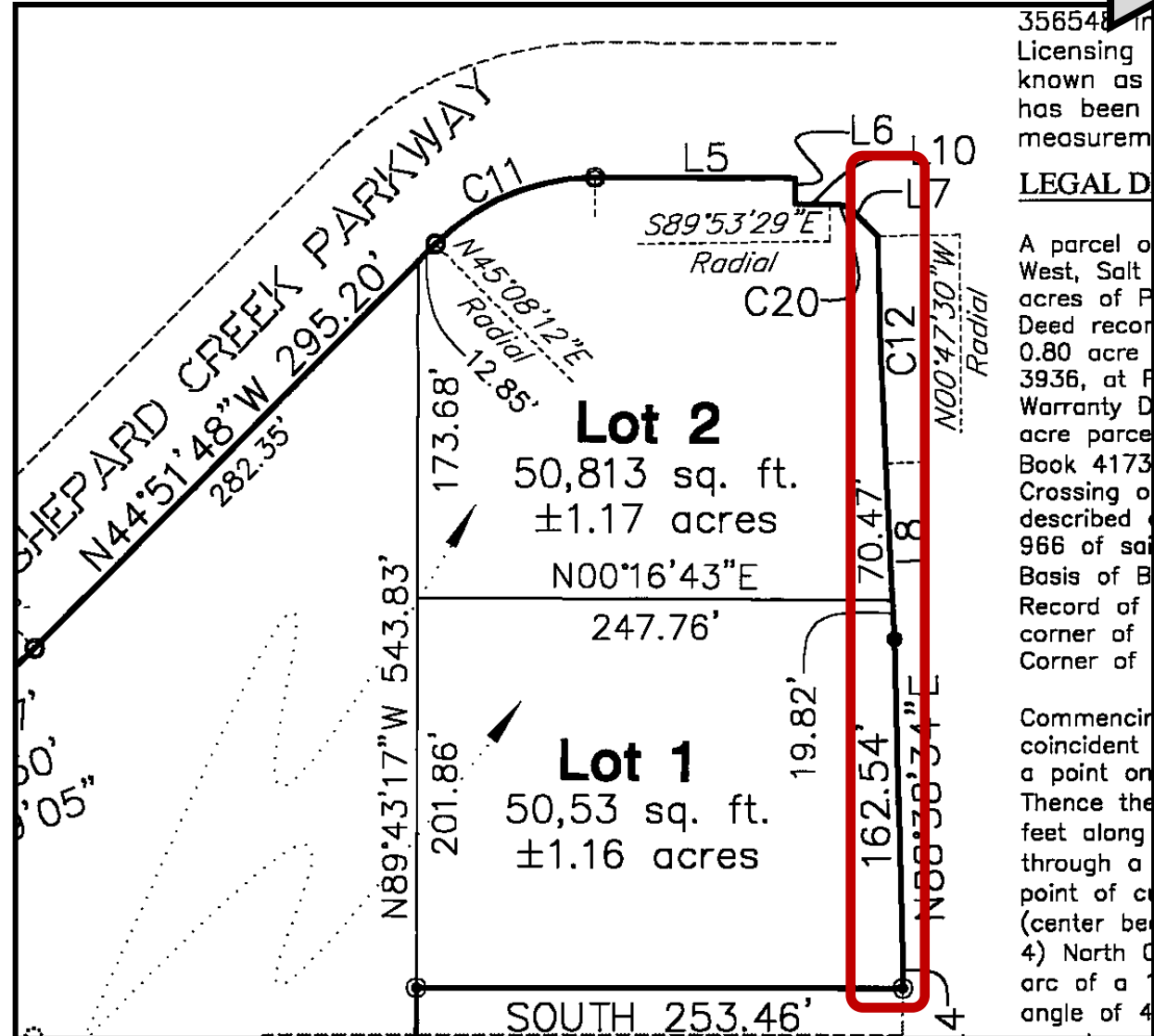
Sub. Recorded



The disappearing pipeline



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



356548 in
Licensing
known as
has been
measurem

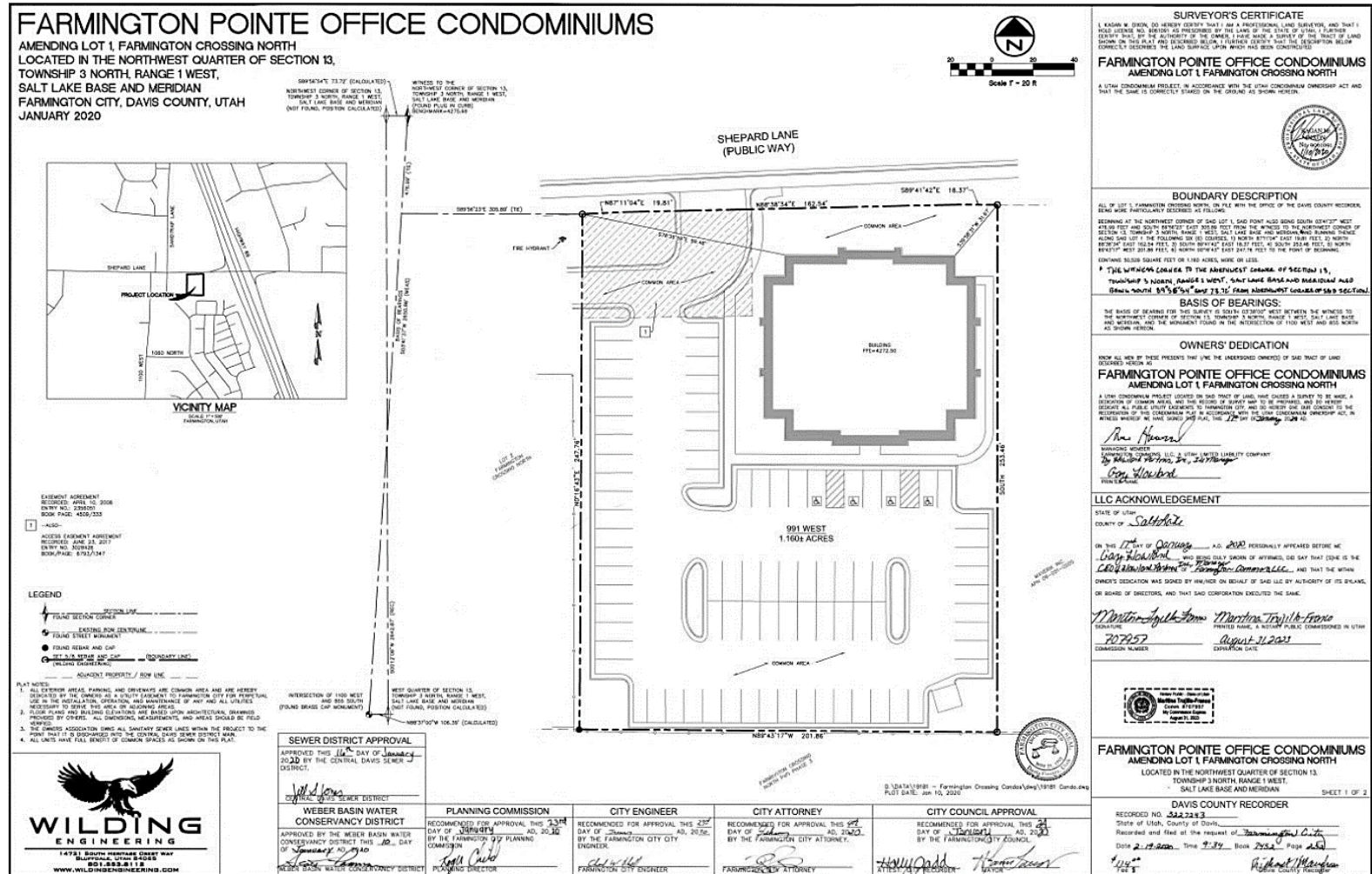
LEGAL D

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Corner of

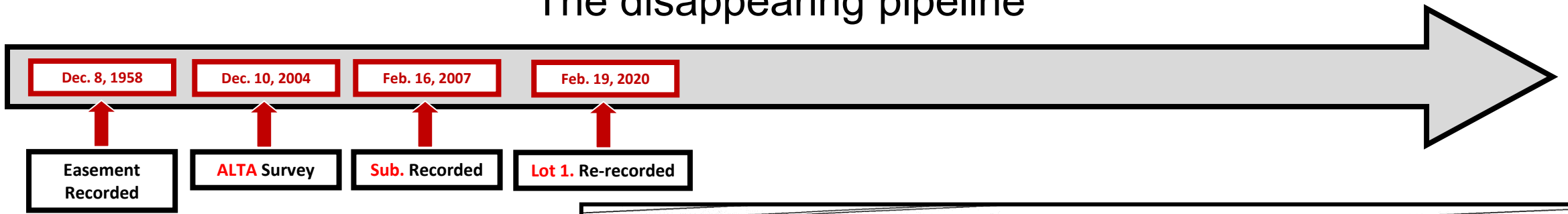
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angle of 4

A horizontal timeline arrow pointing right, showing the sequence of events for the easement. Below the arrow, four red boxes contain dates, each with a red arrow pointing up to the timeline. Below these are four black boxes containing descriptions of the events.

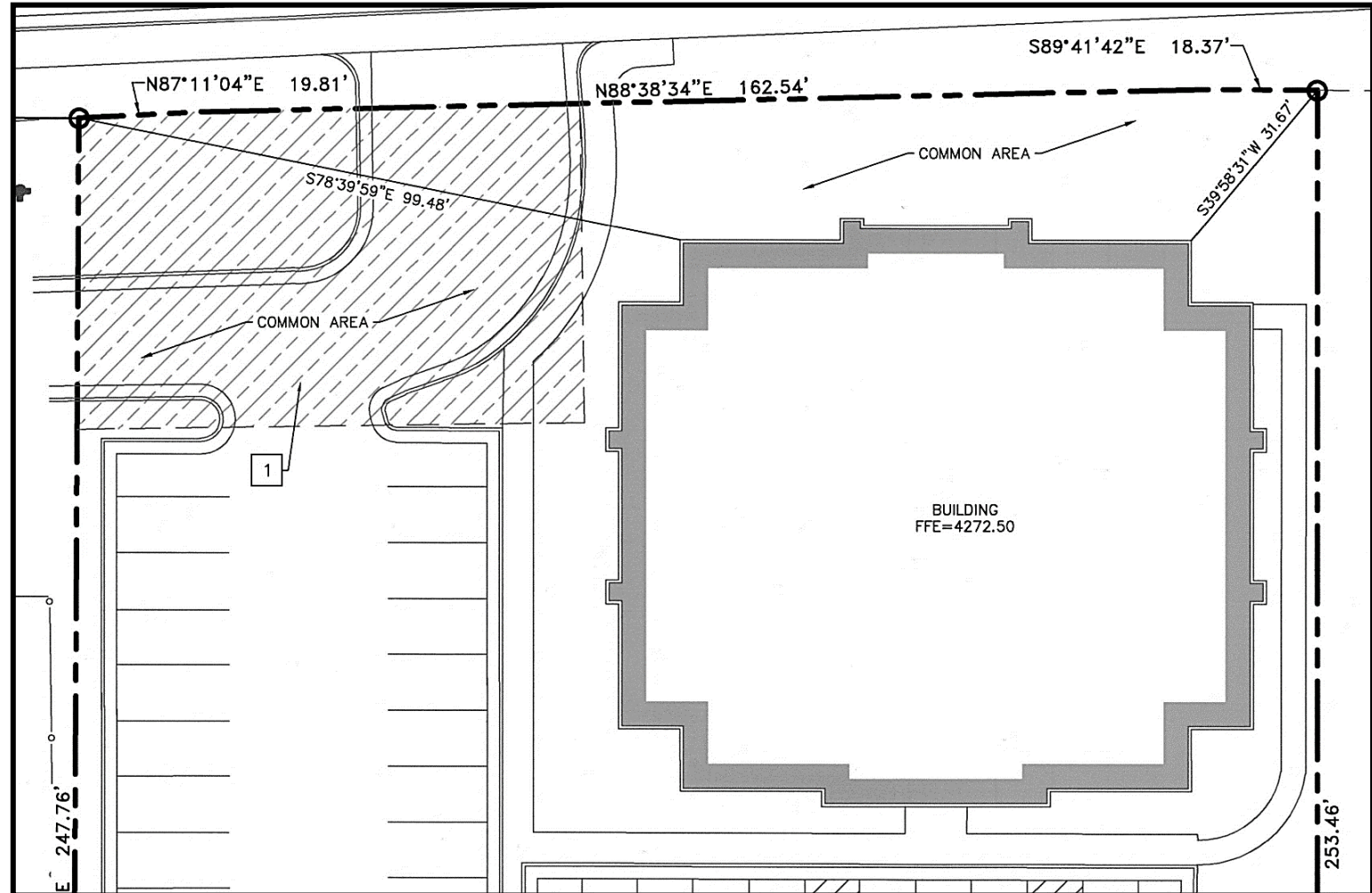
Date	Event
Dec. 8, 1958	Easement Recorded
Dec. 10, 2004	ALTA Survey
Feb. 16, 2007	Sub. Recorded
Feb. 19, 2020	Lot 1. Re-recorded



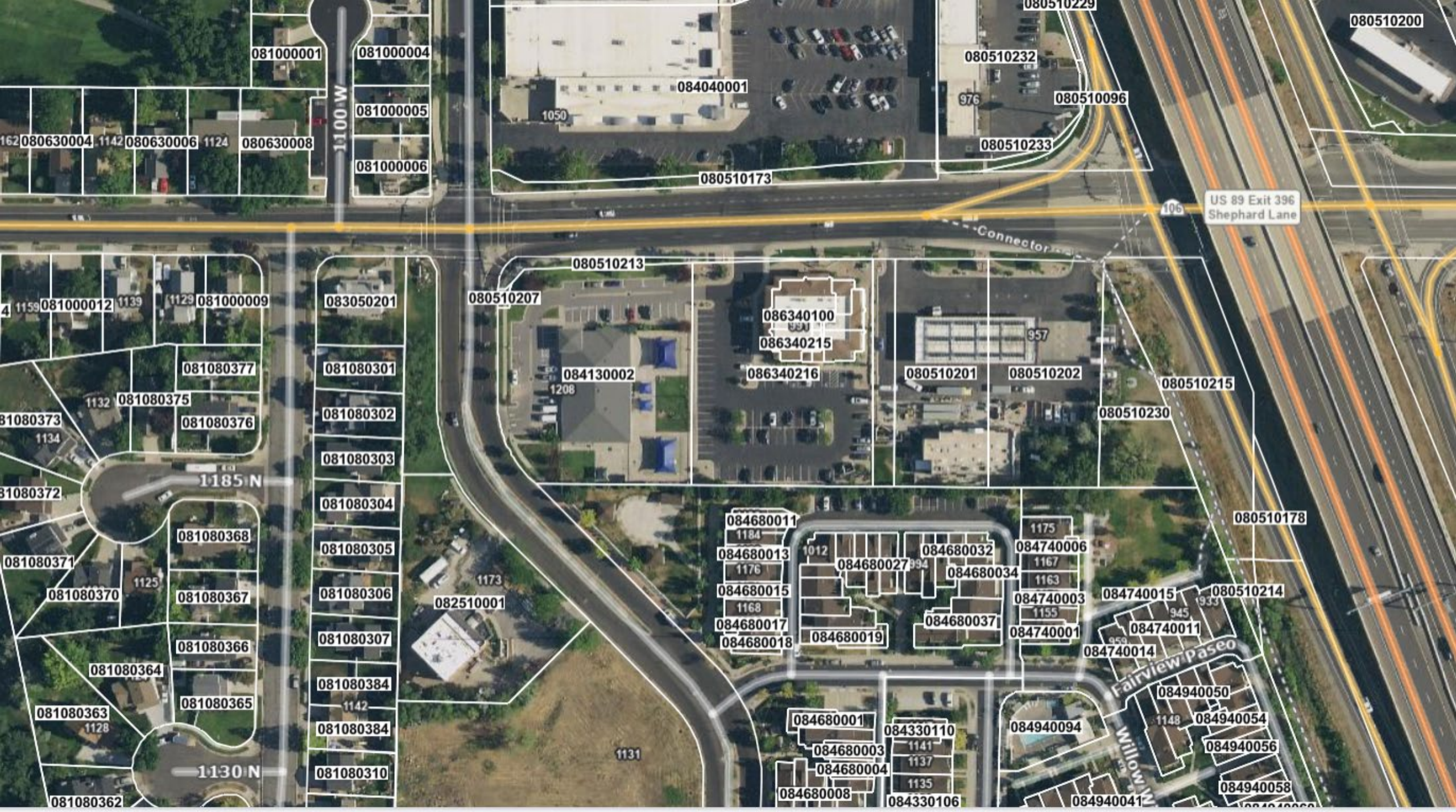
The disappearing pipeline



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



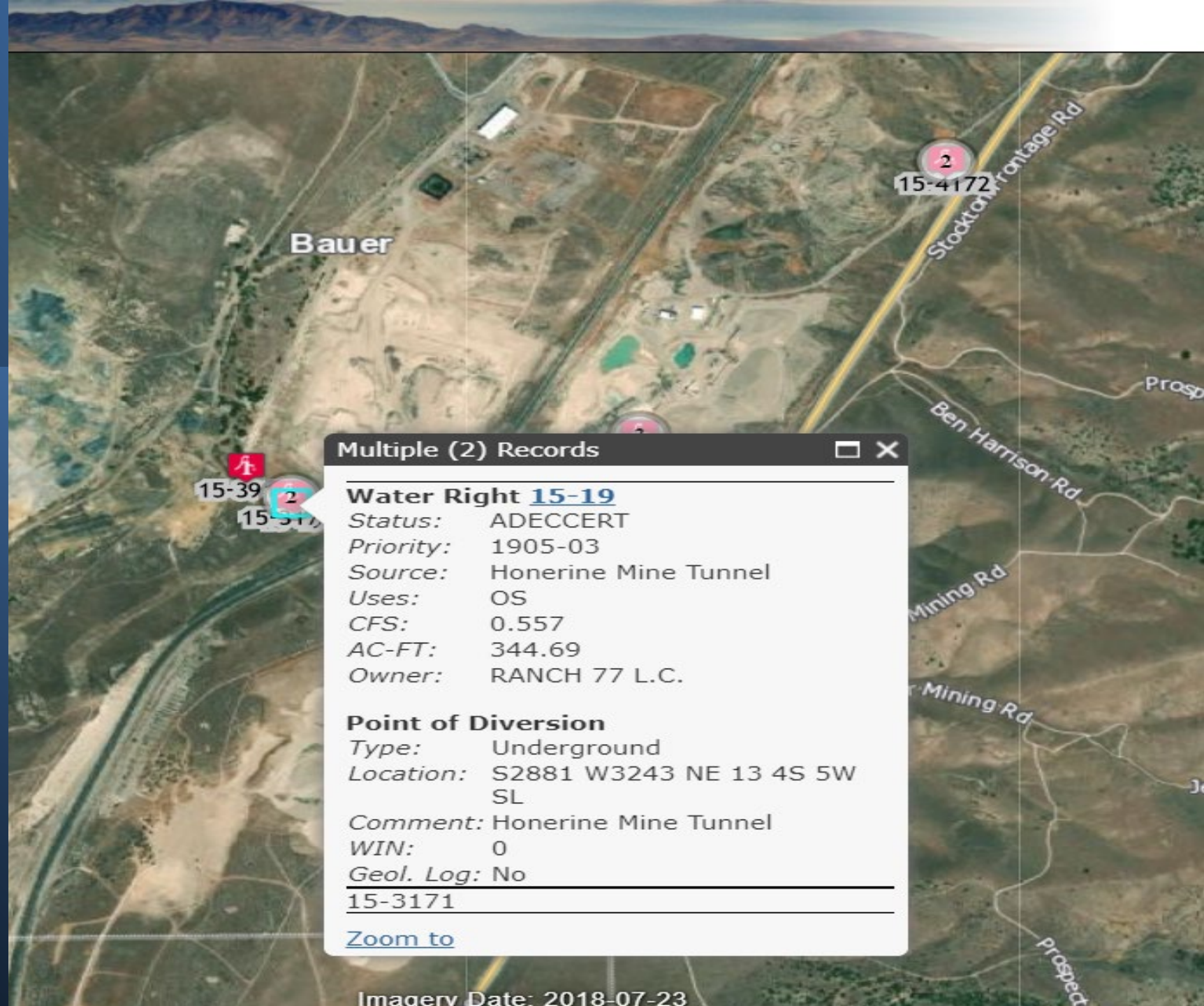


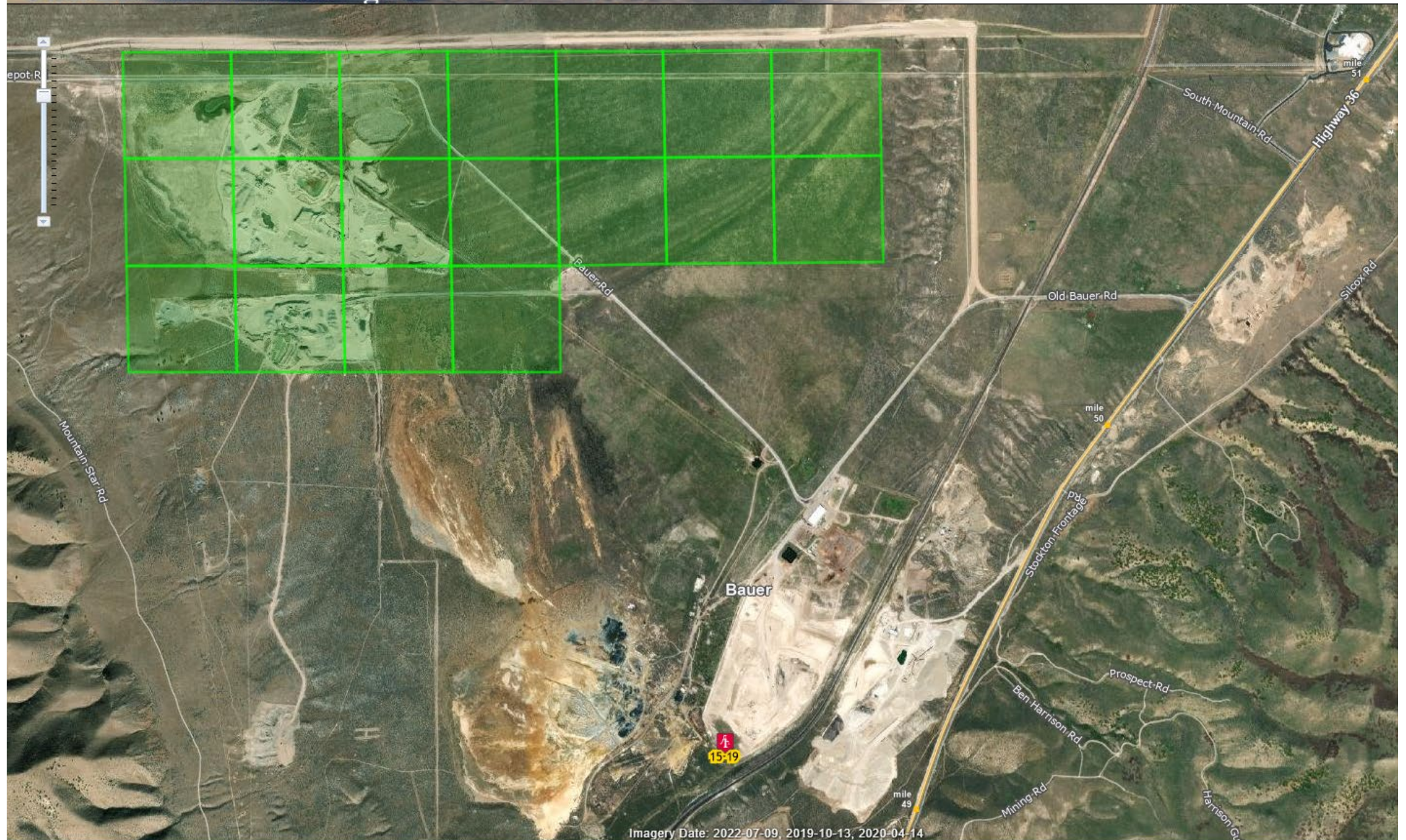


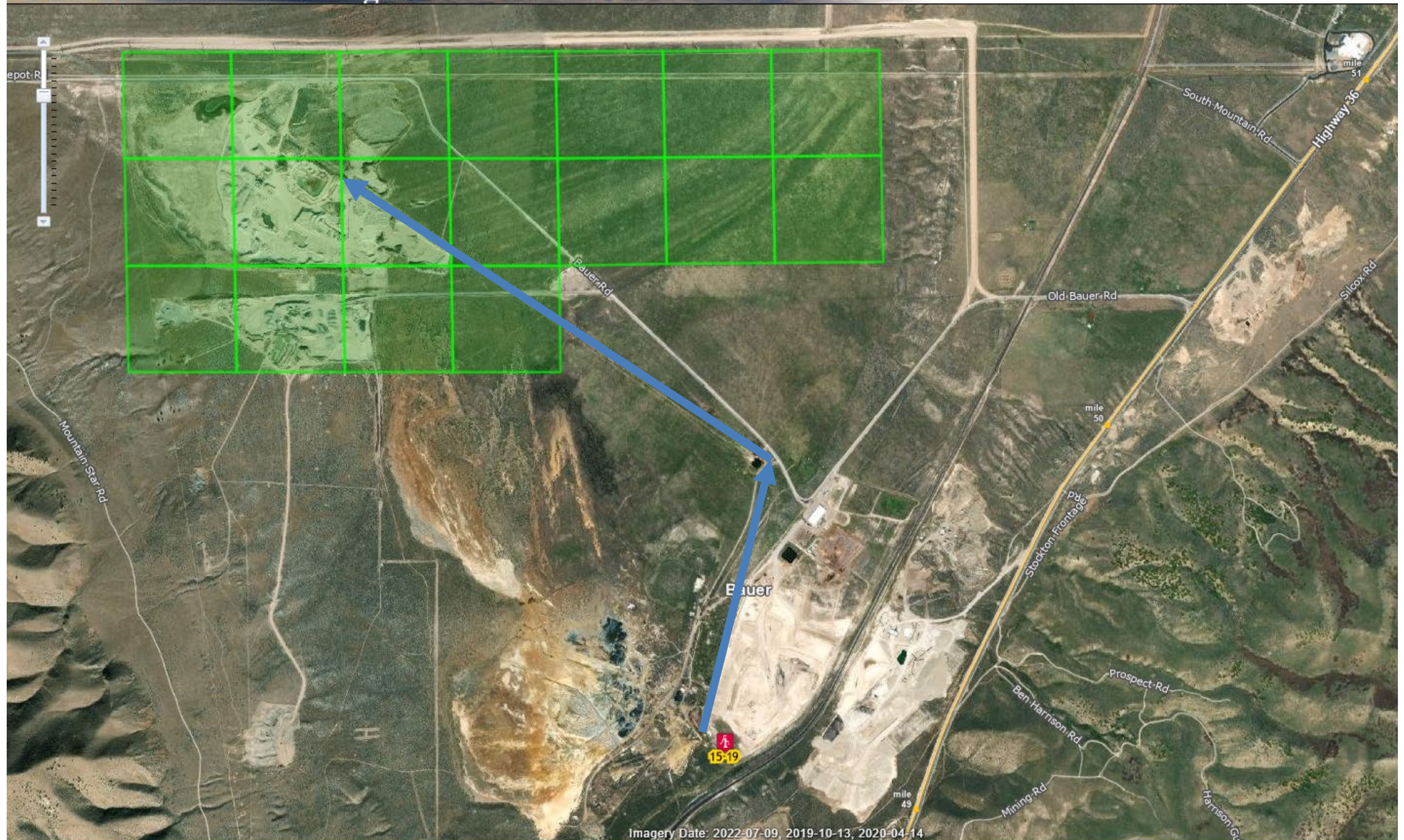
A large, dark blue ink splatter or blotch is centered on a white background. The splatter has irregular, feathered edges with some smaller droplets and speckles trailing off to the left and right. The text is centered within the main body of the splatter.

Unrecorded Private Easements

Tooele County Blues...







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 28th day of August, 1995.

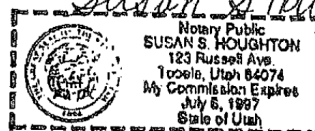
ARCHIE POARCH



STATE OF UTAH)
 :SS
COUNTY OF TOOELE)

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

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



INJUNCTION AGAINST TRESPASS

1. Cyrus Land Investment LLC, is the deeded owner of the subject land ("Subject Property") located in sections 11, 12, 13, and 14 of Township 4 South, Range 5 West, SL B&M, Tooele County, Utah which is further described currently as the Tooele County tax parcels 6-17-5, 6-17-17 (was 6-19-2), 6-17-19 (was 6-17-6), 6-17-20 (was 6-19-2), and 6-17-29 (was 6-17-1).

2. ^{unwritten} An easement exists for the benefit of property owned by Ranch 77, over and across the Subject Property, for use, maintenance and replacement of a water line in the location as it existed on January 1, 2004, ~~and extending fifteen (15) feet on either side thereof.~~

3. The named defendants in this action, their agents, employees, contractors, and all similarly related entities are, without further order of this Court or written permission of the plaintiff or its assigns, hereby permanently prohibited from entering onto the Subject Property,

with or without excavation equipment, to construct, maintain, or use any pipeline, ditch, or water control device except pursuant to the easement described in section 2 above or otherwise with

the written permission of the owner of the Subject Property, To A Lateral Deviation

DATED: June 6, 2005.

From Center Line of Existing Pipe Line
NOT TO EXCEED 15 feet
Either Side

BY THE COURT

the written permission of the owner of the Subject Property, To A Lateral Deviation
Pipe Line
15 feet



Notice of Easement 1

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

Entry #: 509552
05/06/2020 09:39 AM NOTICE
Page: 1 of 7
FEE: \$64.00 BY: KENNETH HANSEN
Jerry Houghton, Tooele County, Recorder

Notice of Easement

Ranch 77, LC, a Utah Limited Liability Company, with its principle office at 3112 West 350 North, Layton, Utah 84041, hereby records this Notice of Easement for the maintenance and replacement of a water line detailed in paragraphs 1-3 of a Permanent Injunction Against Trespass filed in the Third Judicial District Court in and for Tooele County as Civil No. 050300563 (attached to this notice as an exhibit). The easement has been previously defined in other documents of record.

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

Entry: 509552 Page 2 of 7

Notice dated this 7 day of April, 2020

Ranch 77, LC

Kenneth G. Hansen TTEE
By: Kenneth G. Hansen, Trustee
Member of Ranch 77, LC

STATE OF Utah } SS.
County of Davis }
The foregoing instrument was acknowledged before me this 7th day of April, 2020
By the Member of Ranch 77, LC
NOTARY PUBLIC
Commission Expires 4/27/2020
Residing at: UTAH

YUCKER M. HODGSON
Notary Public, State of Utah
My Commission Expires on
April 27, 2020
Comm. Number: 588872

Entry: 509552 Page 3 of 7

Legal Descriptions of Parcels Affected by Easement

PART OF W 1/2 OF SEC 13, T4S, R5W, SL&M: BEG AT A PT N 28°23'03" E 4438.14 FT FR THE COMMON COR OF SEC 13, 14, 23, & 24, AND CONSIDERING THE S LI OF SE 1/4 OF SEC 14 TO BEAR S 88°53'37" W, PT ALSO BEING DESC AS BEG AT A PT NE COR OF SEC 13, T4S, R5W, SL&M, BEARS N 78°55'06" E 4492.40 FT, S 100.0 FT, E 663.30 FT TO C/LI OF BAUER RR SPUR TRACK, TH ALG SD SPUR TRACK THE FOLL FOUR COURSES: N 40°41'24" E, 158.07 FT, N 44°43'48" E, 132.38 FT, N 52°48'20" E, 366.00 FT, N 59°51'15" E 157.00 FT TO A SURVEY PT AT THE PT OF INTERSECTION OF C/LI OF SD SPUR TRACK AND C/LI OF A COUNTY RD, WH IS ALSO THE BEG PT FOR FOLL DESC PARCEL, N 89°01'46" E, 407.88 FT, S 21°21'18" W, 1633.03 FT, E, 425.00 FT, S 15°19'21" W 606.74 FT TO A PT WHICH LIES ON THE W-LY R/W LI OF UPR CO, S 72°48'23" W 203.73 FT, S 61°35'30" W 204.57 FT, N 23°13'31" W 486.53 FT TO AN EXSTNG FENCE, TH ALG SD FENCE LN 23°13'31" W 237.06 FT TO A PT WHICH LIES ON THE EXSTNG ASPHALT BAUER RD, ALG THE APPROXIMATE C/LI OF SD ROAD THE NEXT (3) COURSES: N 28°41'41" E 61.04, N 18°00'12" E 1198.12 FT, N 24°35'14" E 438.54 FT, M/L TO POB. OUT OF 6-17-11

Parcel No. 06-017-C-0016

PART OF SE 1/4 OF SEC 11, & PART OF E 1/2 OF SEC 14 & PART OF W 1/2 OF SEC 13, ALL IN T4S, R5W, SL&M, THE SAME BEING DEEDED & FURTHER DESC IN WD BK 234 PG 427-429. ALSO MILL TAILINGS. LESS 22.68 ACRES TO TOOELE COUNTY 6-17-16 4850319 FOR 98 YR (NEW PARCEL # FOR 2008 YR) 349.32 AC ----- LESS 1.85 AC TO BAUER RD AS PER DEDICATION PLAT ENTRY# 357038. OUT OF 6-17-C-11 FOR 2012 YEAR. 347.67 AC

Parcel No. 06-017-C-0029

BEG S 82°05'11" W 2566.14 FT FR NE COR SEC 13, T4S, R5W, SL&M, TH W 1634 FT, S 1060 FT, E 663.3 FT TO CENTER LI UPR SPUR TRACK, NELY ALG CENTERLINE SD TRACK 821.2 FT, TH NELY ALG CENTERLINE SD RD 593.59 FT TO BEG. (NEW PARCEL # FOR 2008 YR) 26.90 AC ----- LESS AND EXCEPTING 1.12 AC IN BAUER RD AS PER DEDICATION PLAT ENTRY# 357038. OUT OF 6-17-C-5 FOR 2012 YEAR. 2578 AC

Parcel No. 06-017-C-0028

Entry: 509552 FILED DISTRICT COUNTY Third Judicial District JUN - 6 2020 BY TOOELE COUNTY Deputy Clerk

D. Matthew Moscon (6947)
STOEI RIVES LLP
201 S Main Street, Suite 1100
Salt Lake City, UT 84111
Telephone: (801) 228-3333

Attorneys for Geneva Rock Products, Inc.

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

CYRUS LAND INVESTMENT LLC,
Plaintiff,

PERMANENT INJUNCTION AGAINST
TRESPASS
Civil No. 050300563

RANCH 77 LC, CLAIR BANKHEAD
AND KENNETH HANSEN AS
INDIVIDUALS AND PERSONS
UNKNOWN,
Defendants.

The Honorable Randall N. Skarsky

This matter came before the Court for hearing on June 6, 2020, on the plaintiff's motion for TRO. The defendants Ranch 77 and S. Bankhead and K. Hansen were served with notice of this hearing and the complaint in this matter via certified mail that was signed for and received by the registered agent S. Bankhead on May 20, 2020.

The plaintiff was represented by its attorney of record Gary Babbler. The defendants were present, but not represented by counsel. Geneva Rock Products, Inc. filed a motion to intervene and was represented by counsel Stoei Rives, LLP. The Court having reviewed the Plaintiff's motion requiring the defendants to cease and desist their trespass on the subject land, and good cause appearing, the Court hereby enters the following:

6-17-2020

Entry: 509552 Page 7 of 7

INJUNCTION AGAINST TRESPASS

1. Cyrus Land Investment LLC, is the deemed owner of the subject land ("Subject Property") located in sections 11, 12, 13, and 14 of Township 4 South, Range 5 West, SL&M, Tooele County, Utah which is further described currently as the Tooele County tax parcels 6-17-5, 6-17-17 (was 6-19-2), 6-17-19 (was 6-17-4), 6-17-20 (was 6-15-2), and 6-17-29 (was 6-17-1).

2. As ~~Plaintiff~~ Plaintiff The Plaintiff desires for the benefit of property owned by Ranch 77, over and across the Subject Property, for use, maintenance and replacement of a water line in the location as it existed on January 1, 2004, and ~~and extending to the center line of the water line~~ from the center line of the water line.

3. The named defendants in this action, their agents, employees, contractors, and all similarly related entities are, without further order of this Court or written permission of the plaintiff or its assigns, hereby permanently prohibited from entering onto the Subject Property, with or without excavation equipment, to construct, maintain, or use any pipeline, ditch, or water control device except pursuant to the easement described in section 2 above or otherwise with the written permission of the owner of the Subject Property, To A Latent Deviation From Continuation of Existing Pipeline Not To Exceed 15 feet

DATED: June 6, 2020.

BY THE COURT

Judge Randall N. Skarsky
Third District Court Judge

STATE OF UTAH
COUNTY OF TOOELE
I hereby certify that the document to which this certificate is attached is a correct and true copy of the original as it appears in the Utah State Courts. Witness my hand and seal of office on this 6th day of June, 2020.

6-17-2020

CLERK

6-17-2020

Notice of Easement- Specific

Entry #: 529686
12/15/2020 10:31 AM NOTICE
Page: 1 of 8
FEE: \$40.00 BY: RANCH 77, LC
Jerry Houghton, Tooele County, Recorder

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

Amended Notice of Easement

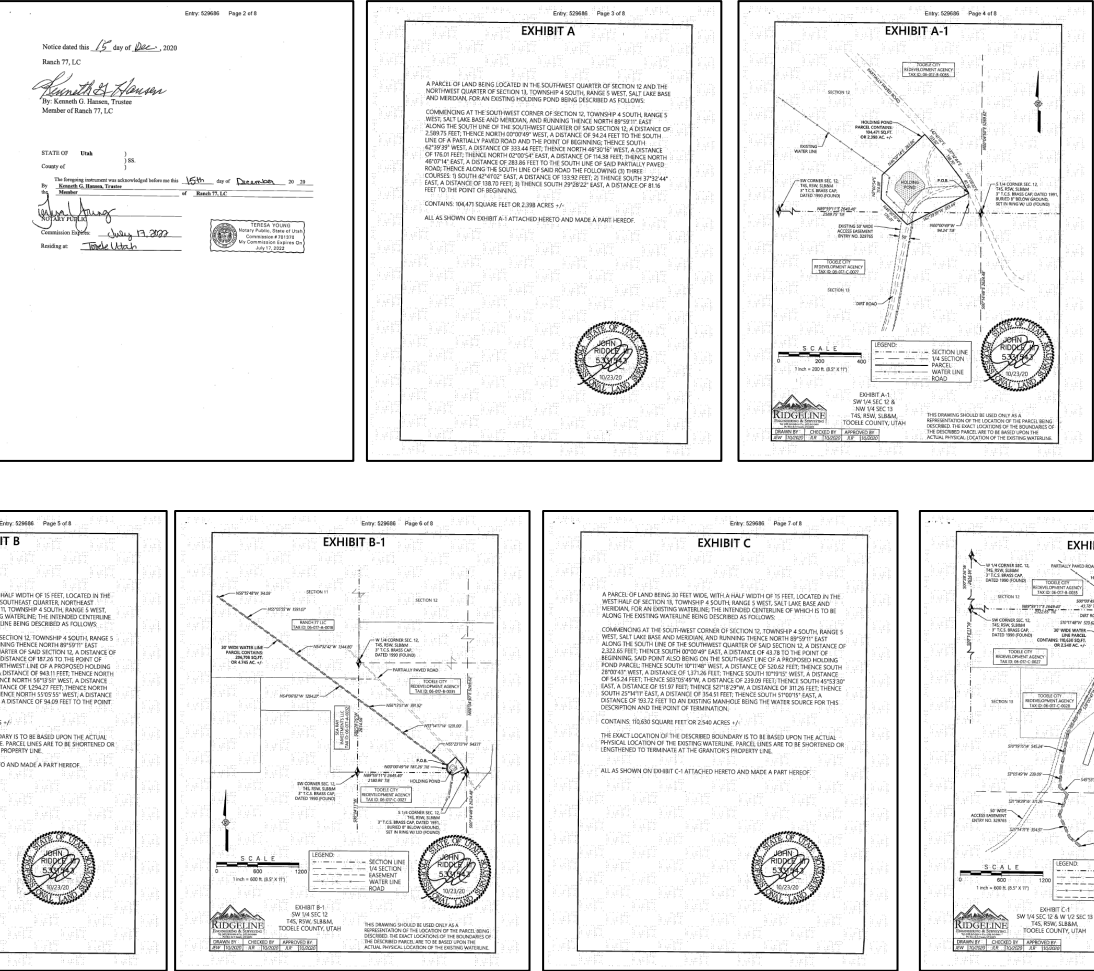
Ranch 77, LC, a Utah Limited Liability Company, with its principle office at 3112 West 350 North, Layton, Utah 84041; prepared a Notice of Easement dated April 7, 2020 and recorded said Notice on May 6, 2020 in the office of the Tooele County Recorder as Entry Number 509552.

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:

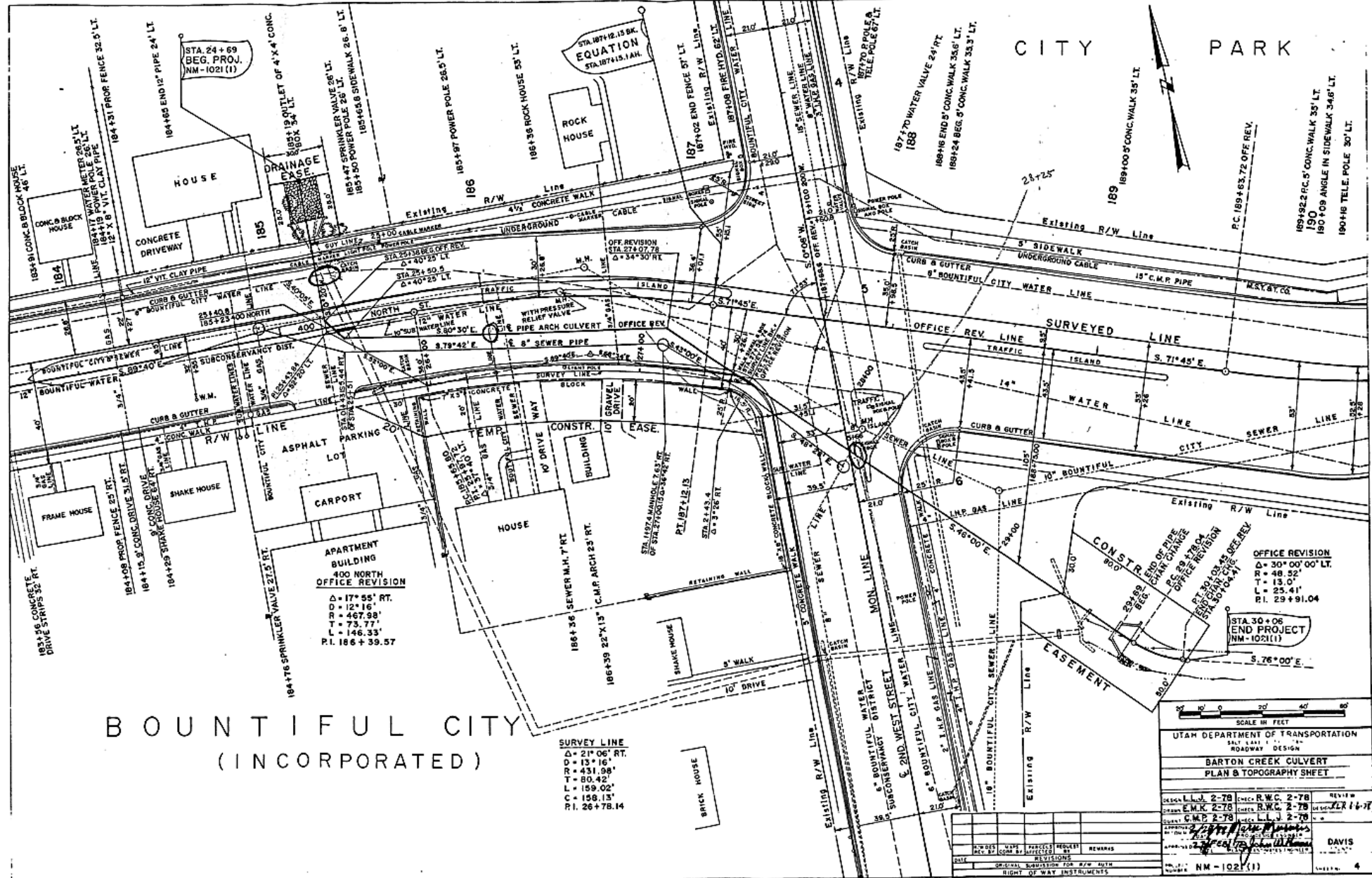
- 06-017-C-0016
- 06-017-C-0029
- 06-017-C-0028
- 06-017-C-00RR
- 06-017-C-0027
- 06-017-B-0035
- 06-017-A-0032
- 06-017-A-0018

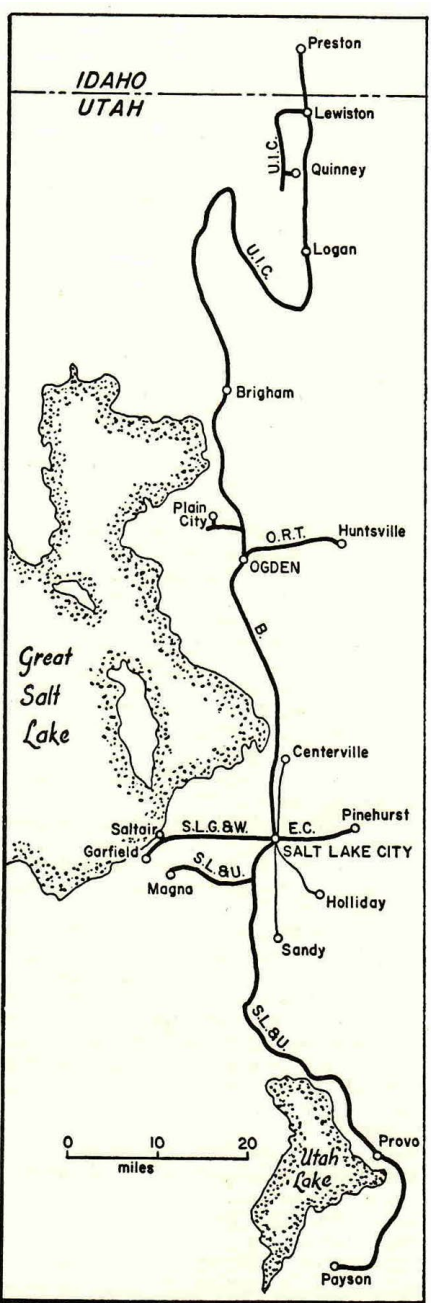
Attached as Exhibits to this document are the drawings and descriptions as prepared by the engineer.



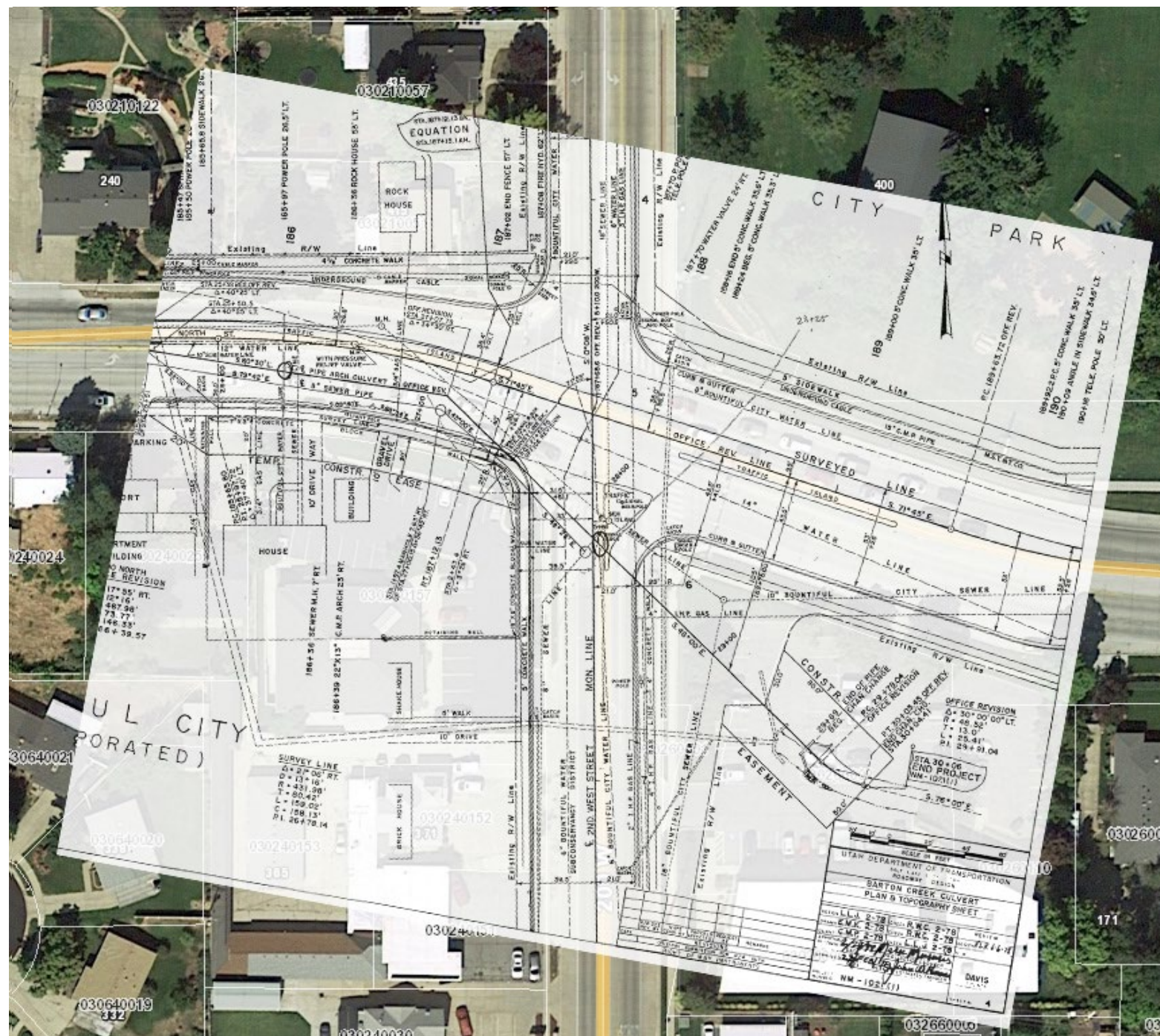
A dark blue, irregular ink splatter shape centered on a white background. The splatter has a textured, painterly appearance with some lighter blue and white speckles around its edges. The text is centered within the dark blue area.

Utilities and Unrecorded Easements





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

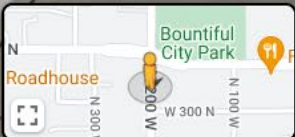
Bountiful, Utah



Google Street View

Oct 2022

[See more dates](#)




Google





Easements & Lien Priority







Get your house
off my driveway

No loan possible

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]














































ADDENDUM NO. 13

TO

REAL ESTATE PURCHASE CONTRACT



THIS IS TO REAL ESTATE PURCHASE CONTRACT, COORDINATED BY THE NATIONAL ASSOCIATION OF REALTORS® (NAR), DATED 12/1/2013, AS AMENDED AND MODIFIED BY THE FOLLOWING:

DATE: 01/02/2014 BY: 01/02/2014 (DATE) 01/02/2014 (DATE) 01/02/2014 (DATE)

TO: 01/02/2014 (DATE) 01/02/2014 (DATE) 01/02/2014 (DATE)

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DATE: 01/02/2014 BY: 01/02/2014 (DATE) 01/02/2014 (DATE) 01/02/2014 (DATE)

TO: 01/02/2014 (DATE) 01/02/2

[illegible]

Revised: November 1999 (with changes effective 12/1/99)

FD-350 (Rev. 10-16-65) (Use for Filing with the Department of Justice)

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

SEE PAGE 38

JACKSON

AVENUE

2

SEE PAGE 31

KBR 08-95

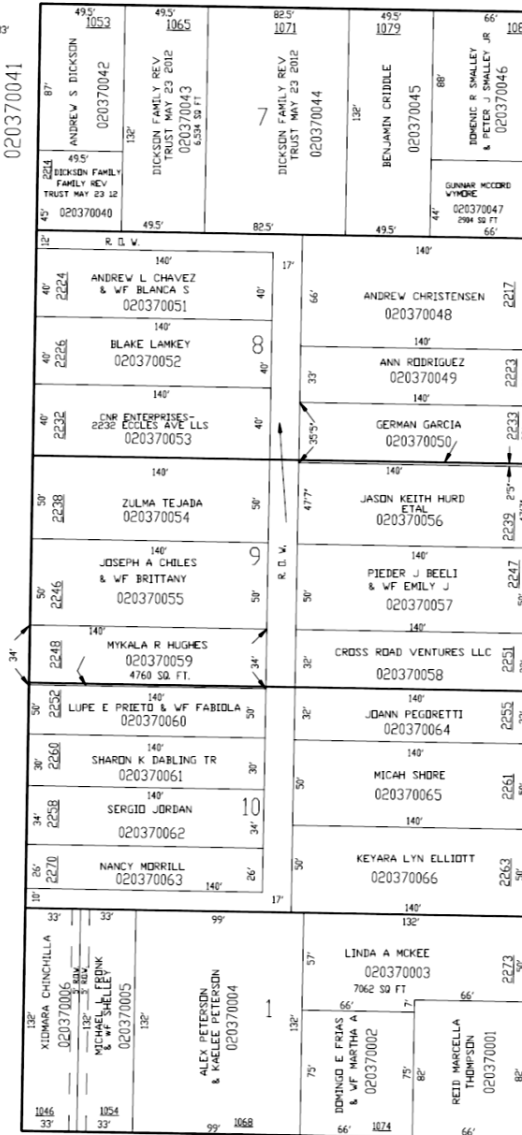
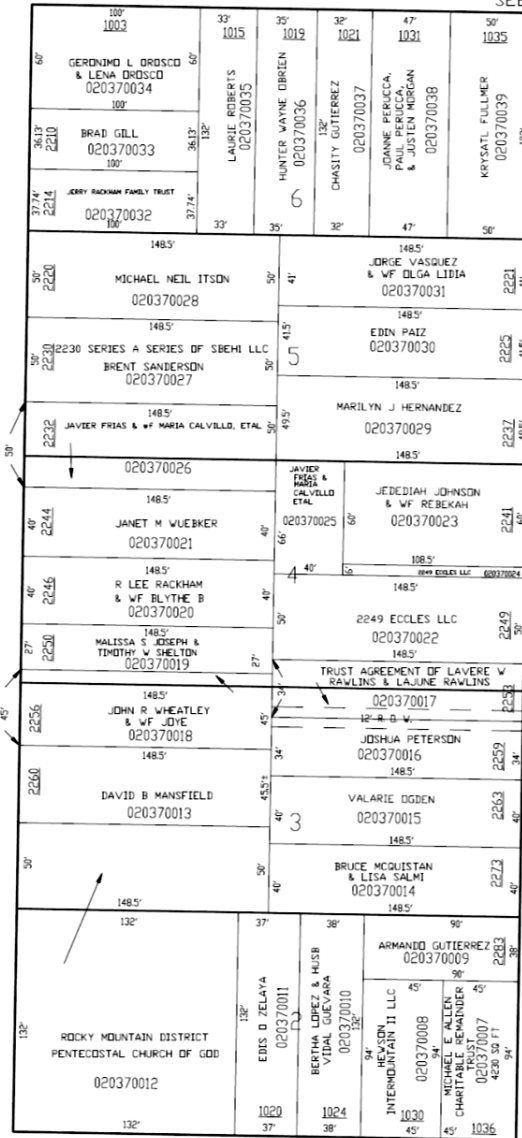
TAXING UNIT: 25

IN OGDEN CITY
SCALE 1" = 50'
SEE BOOK 14, PAGE 8

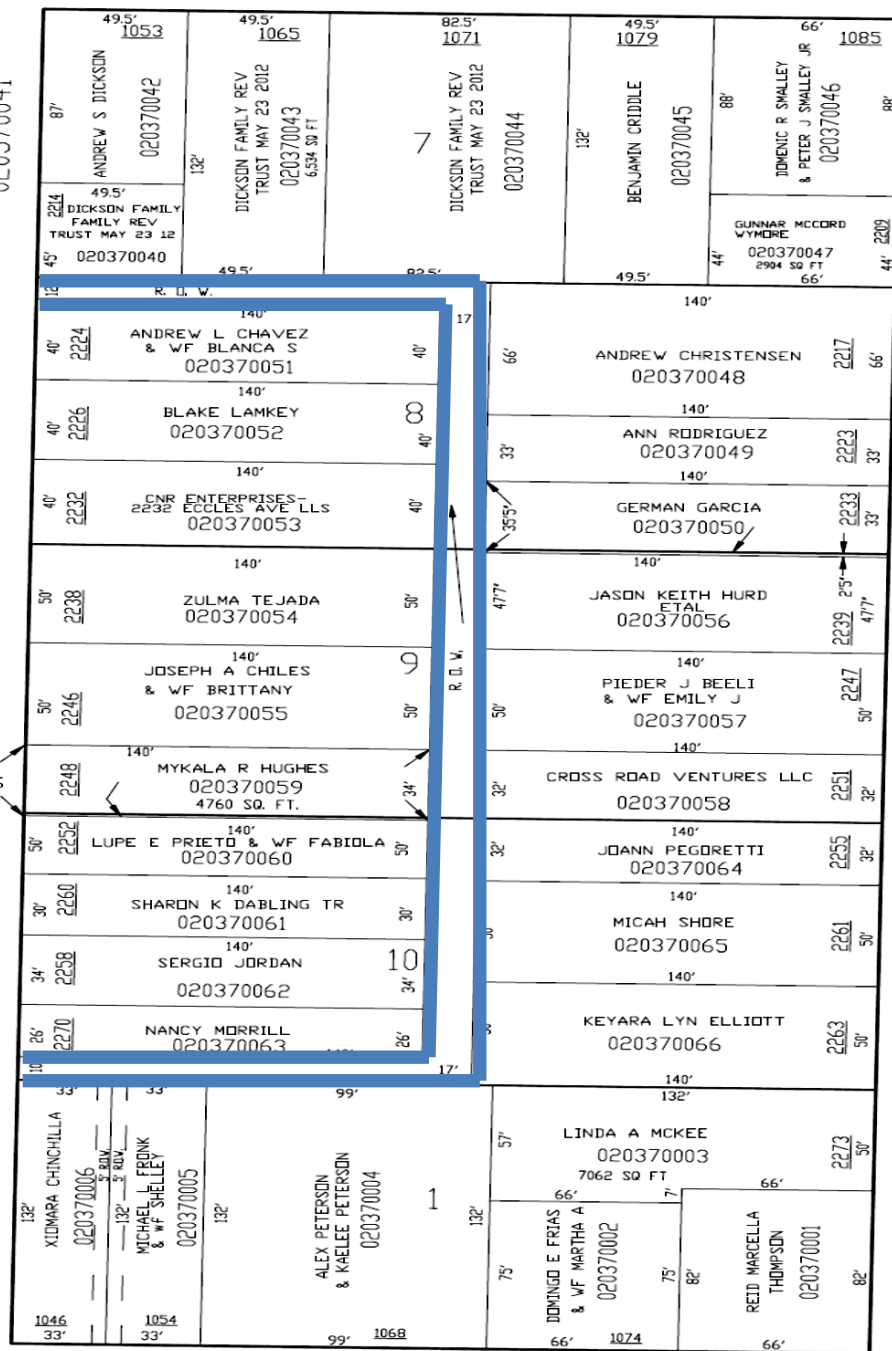
ST.

ST

NOTE: OGDEN CITY ENG. DEPT. PLAT SHOWS EACH LOT
AS BEING 132.400' X 330'



020370041



2270 Eccles Avenue, Ogden, UT



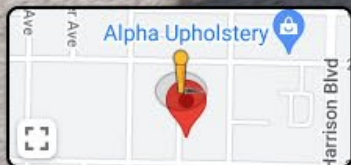
Ogden, Utah



Google Street View

Aug 2011

[See more dates](#)



Google



Eccles Ave

Utah

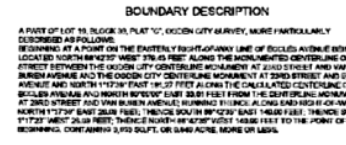
Google Street View

11 See more dates



Google








Image capture: Aug 2011 © 2023 Google United States



A PART OF LOT 18, BLOCK 19, PLAT 70, OCEAN CITY HARVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXTENT OF EIGHTH AVENUE LINE OF BEACON AVENUE NOW LOCATED AT THE INTERSECTION OF EIGHTH AVENUE AND THE HIGHWAY CENTERLINE OF THE STREET BETWEEN THE OCEAN CITY CENTERLINE MONUMENT AT 2300 STREET AND VAN BUREN AVENUE AND THE OCEAN CITY CENTERLINE MONUMENT AT 23RD STREET AND O AVENUE AND NORTH 172ND STREET (PLAT 197) FIRST ALONG THE CALCULATED CENTERLINE OF THE STREET BETWEEN THE OCEAN CITY CENTERLINE MONUMENT AT 23RD STREET AND VAN BUREN AVENUE; BEHAVING THENCE ALONG SAID HIGHWAY CENTERLINE NORTH 172ND EAST 2841 FEET; THENCE SOUTH IN B'21N 87°29' EAS 1848 FEET; THENCE BY 172ND WEST 1041 FEET; THENCE SOUTH IN B'21N 87°29' EAS 1848 FEET TO THE POINT OF BEGINNING, CONTAINING 3.950 DEDIT, OR ONE ACRES, MORE OR LESS.

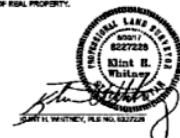



-  DIRECTION CITY CENTERLINE MOVEMENT AND NOTED
 SET 24" RIBBON AND CAP MARKED (BARBER ENGINEERING)
 PROPERTY BOUNDARY
 ADJACENT PRICE
 CENTERLINE
 EXISTING PRICE LINE
 ORIGINAL LOT

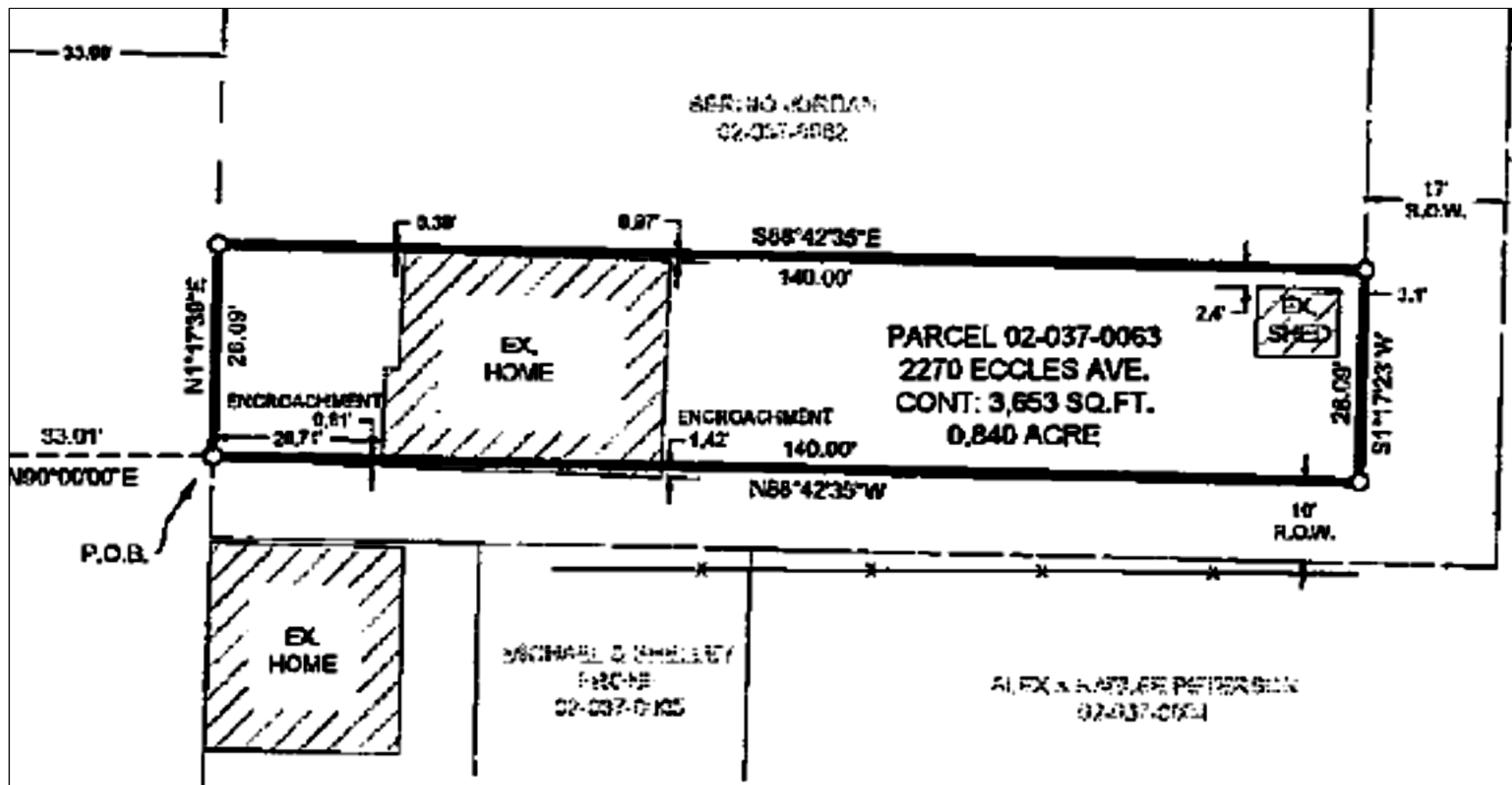
THE PURPOSE OF THE SURVEY WAS TO ESTABLISH THE PROPERTY BOUNDARY FOR PARCEL NO. 43-037-0400 AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS CONDUCTED BY FOS HOOVER, THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING CROWN OF CENTRALE MONUMENTAL OAK ON S W 1/4 AND NOTED HEREON. CURRENT VEGETATION DEPOSITS RECORDED AS ERECTION, AS WELL AS ADJACENT ERECTION AND CURRENT OCCUPATION WERE USED TO ESTABLISH THE BOUNDARY. THE BOUNDARY TO THE WEST OF THE CENTRALE MONUMENTAL OAK AT 23RD STREET AND VAN BUREN AVENUE, AND THE CROWN CITY CENTRALE MONUMENTAL OAK AT 23RD STREET AND ECOLLE AVENUE WHICH BURNS NORTH 81°02' WEST NEAR CROWN CITY BEARING.

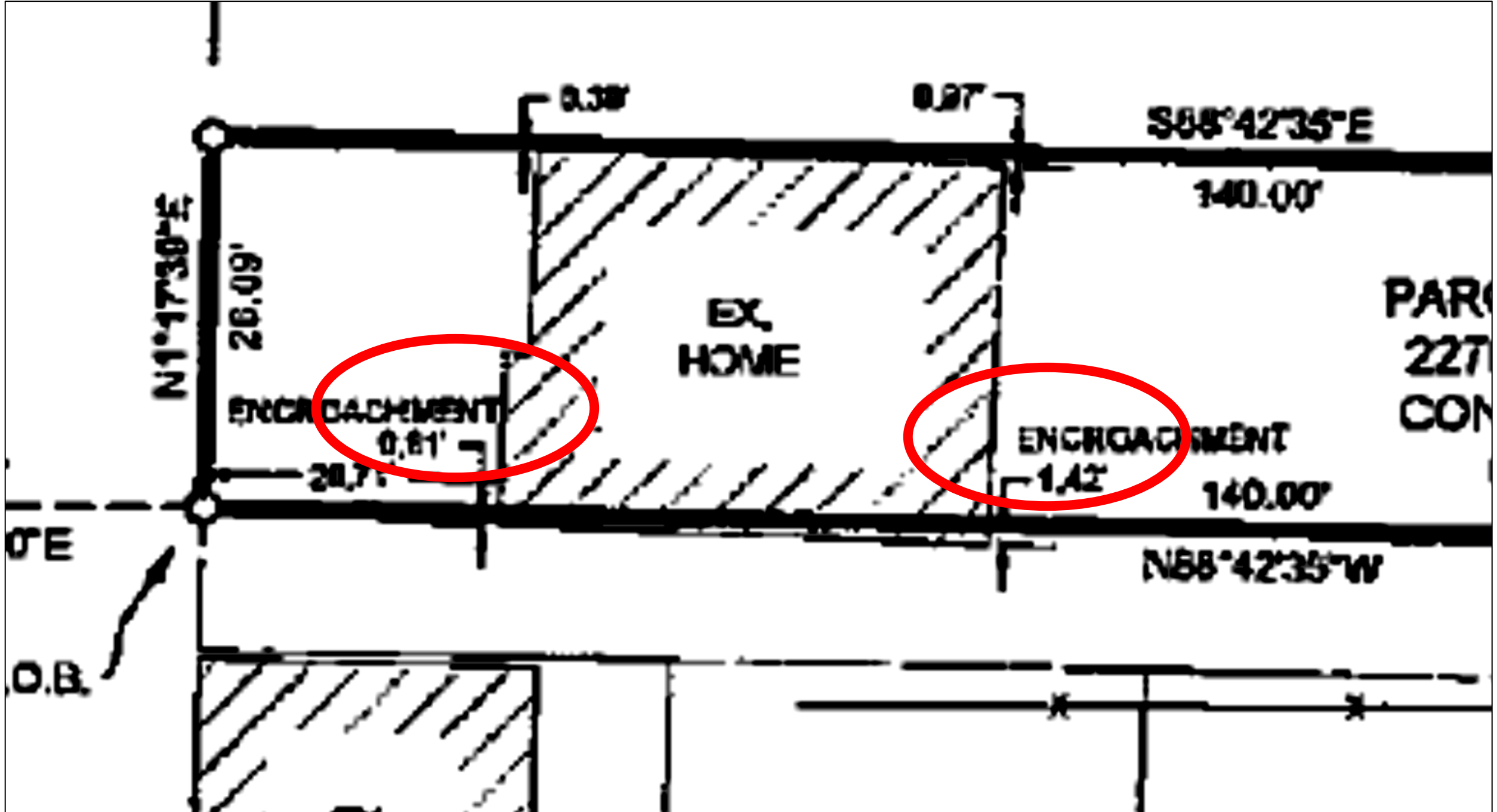
I, DAVID A. WINTER, DOHERTY CEMETERY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEW YORK, THAT I HOLD CERTIFICATE NO. 182729 IN ACCORDANCE WITH TITLE 16, SECTION 13-209 OF THE ECL, THAT I HAVE BEEN LICENSED AND AM CURRENTLY IN GOOD STANDING UNDER CHAPTER 13 OF THE PROFESSIONAL ENGINEERING AND LAND SURVEYING ACT, FURTHER CERTIFY THAT BY AUTHORITY OF THE COMMISSION I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS RECORD OF SURVEY PLAT IN ACCORDANCE WITH SECTIONS 13-209 AND HAVE VERIFIED ALL INFORMATION THAT THE NEIGHBORING OWNERS SHOWN ON THIS RECORD OF SURVEY PLAT ARE SHOWN AS ADJACENT TO THE SUBJECT PROPERTY, TO RECORD OR RECORDED THIS SURVEY, AND THAT THE INFORMATION SHOWN HEREON IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

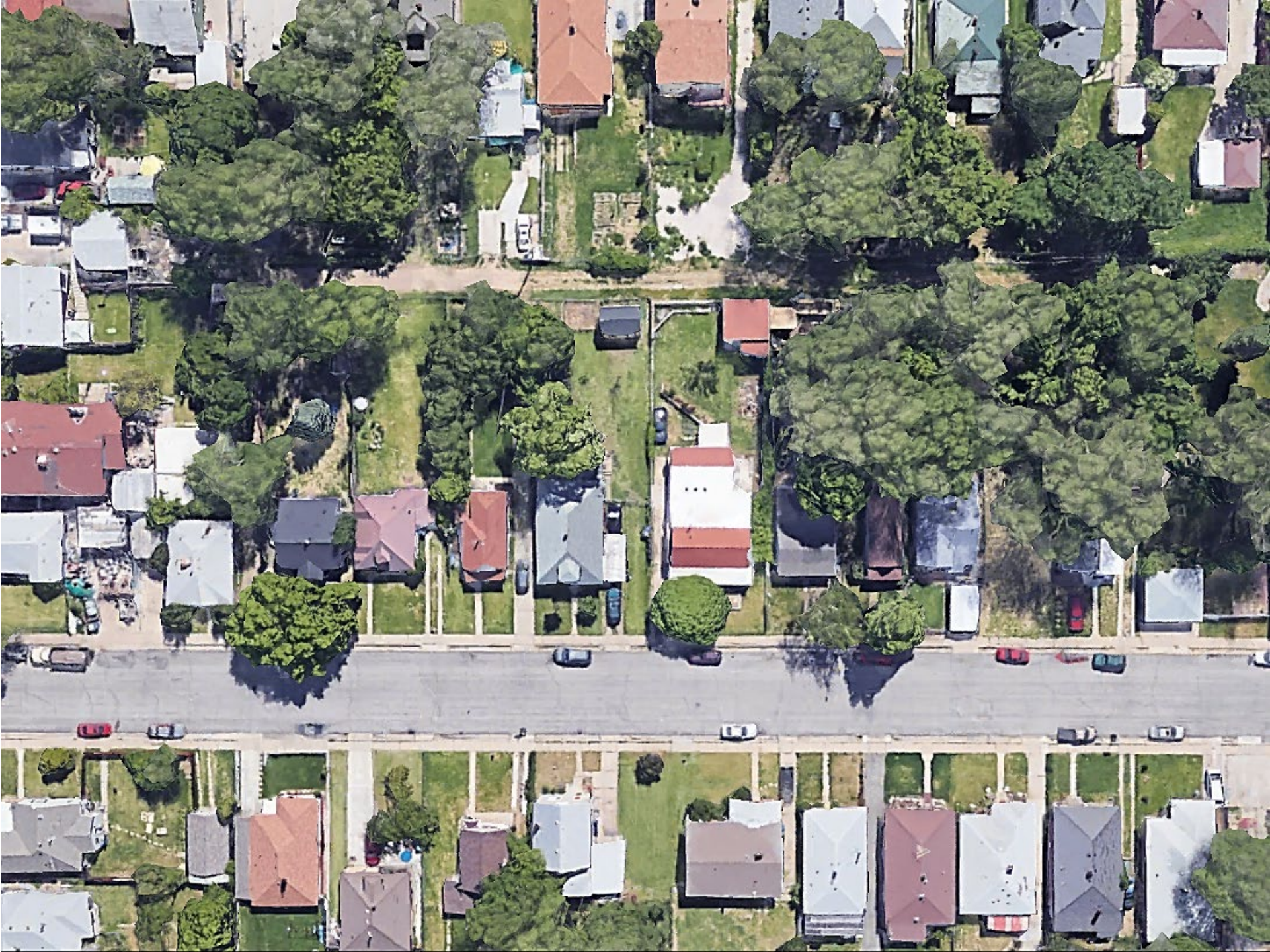
SIGNED THIS 20TH DAY OF AUGUST, 2011.

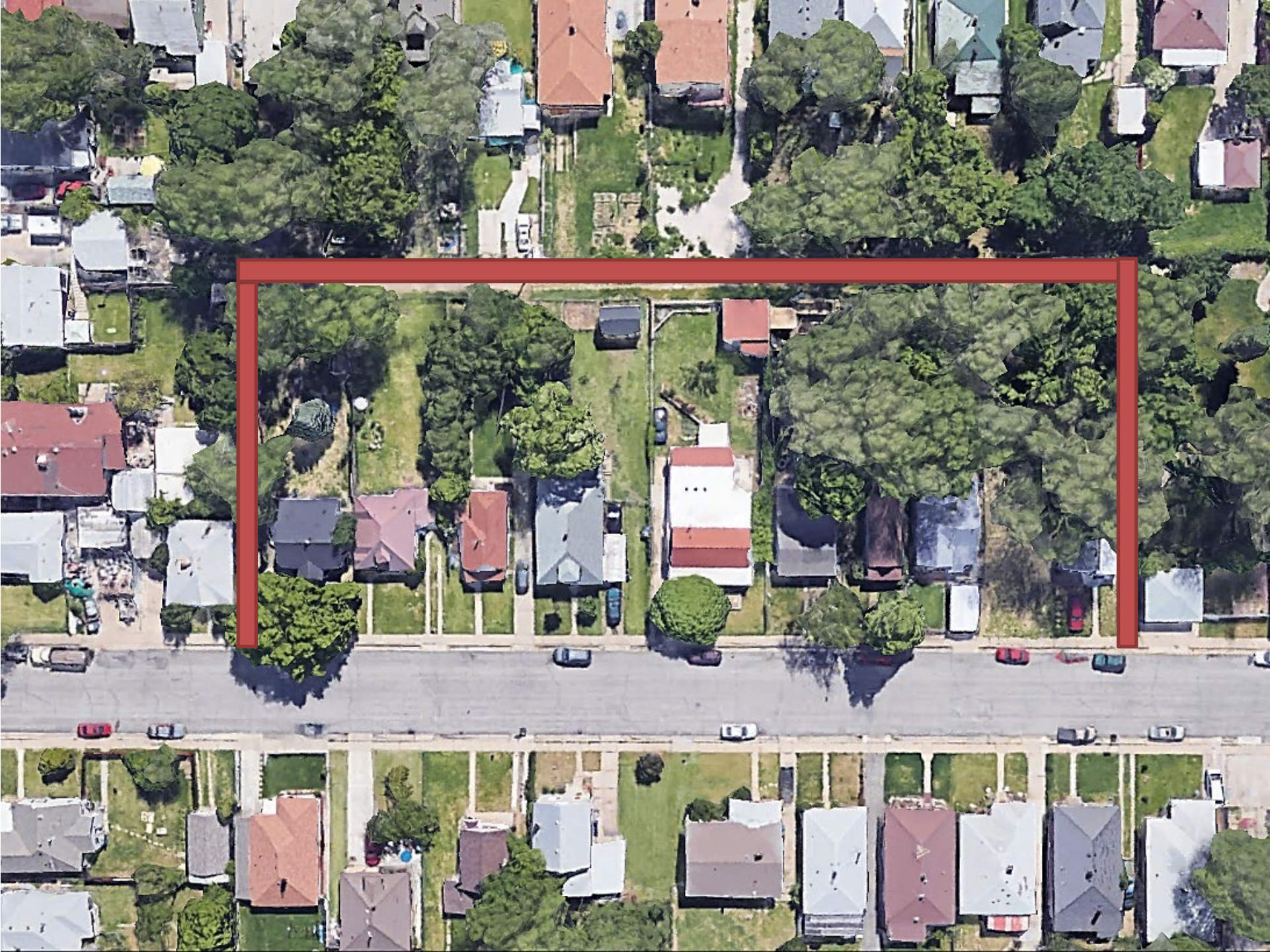


S1	 GARDNER ENGINEERING CIVIL & LAND PLANNING MUNICIPAL & LAND SURVEYING 5150 SOUTH 1725 EAST, OGDEN, UT	PROPERTY SURVEY FOR PEG HOOVER 2270 ECCLES AVENUE, OGDEN, UTAH LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 1 WEST, S. 1 R. AND M	REVISIONS <table> <tr> <th>DATE</th> <th>DESCRIPTION</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> </table>	DATE	DESCRIPTION											SCALE: 1"=40' HWP DATE: 4/20/07 DRAWN: JGP CHECKED: JGP
		DATE	DESCRIPTION													
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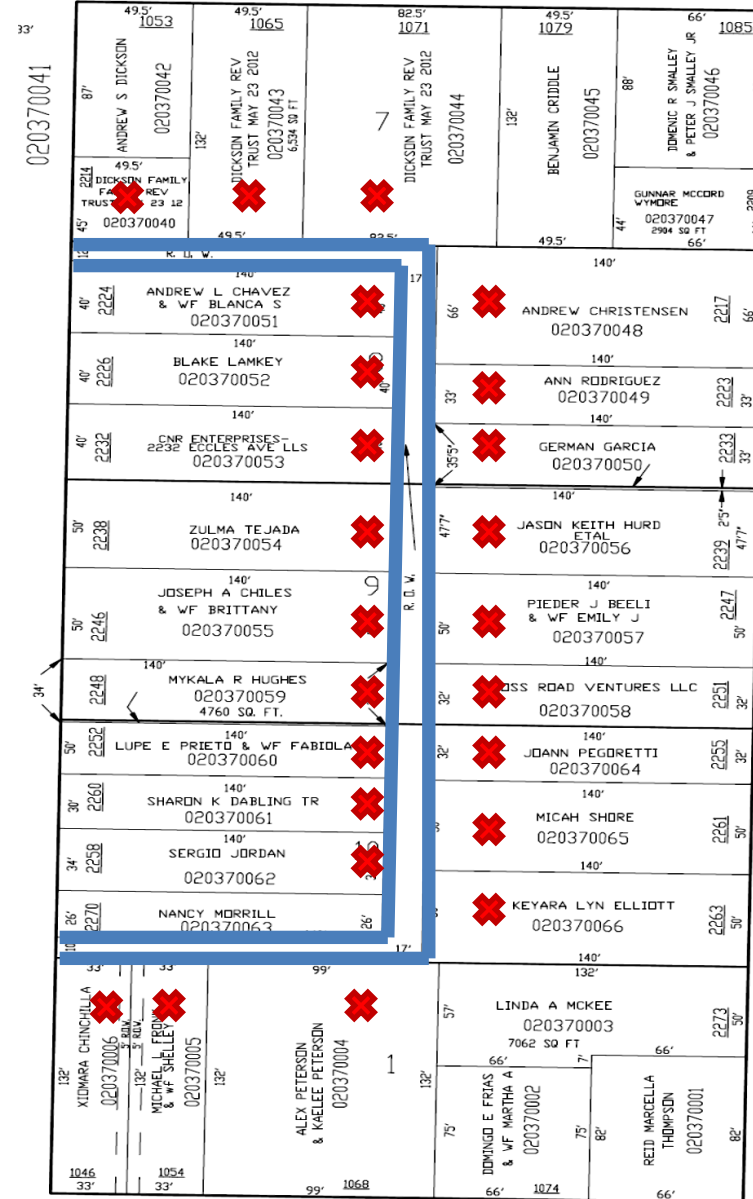








✖ = 24





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

1590

1600

7340

1630

7386

1587

31-2524

60

15500 E

7400 S

Utah Division of Water Rights



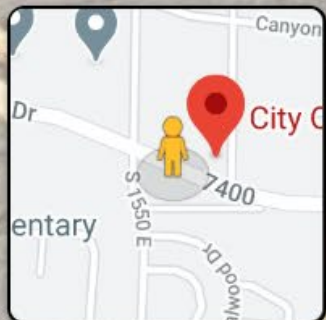
1590 UT-60
South Weber, Utah



Google



Street View



Google



S Weber Dr

60



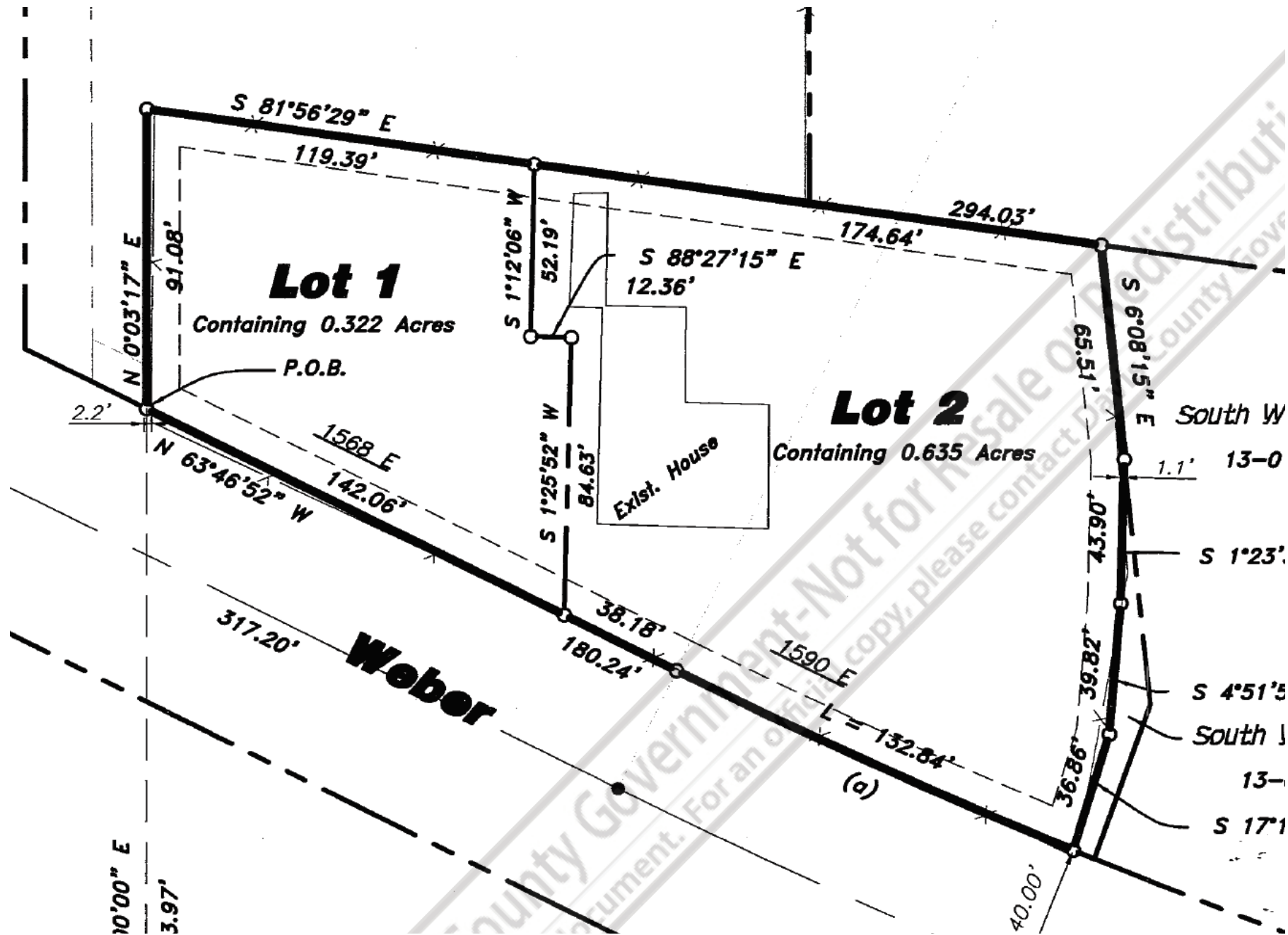
S Weber Dr

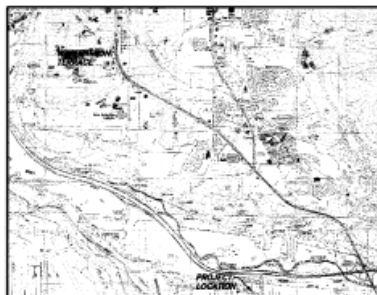
7400

S1550 E

S Weber Dr

60





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



Date April 25, 2006
Date



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

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 NORTHEASTLY 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 00°00'00" EAST 313.97 FEET (307.0 FEET RECORD) FROM THE SOUTHEAST CORNER OF SAID SECTION; RUNNING THENCE NORTH 00°03'17" EAST 91.08 FEET; THENCE SOUTH 81°54'29" EAST 294.03 FEET; THENCE SOUTH 00°00'00" EAST 85.51 FEET; THENCE SOUTH 01°23'35" WEST 45.80 FEET; THENCE SOUTH 04°51'50" WEST 38.82 FEET; THENCE SOUTH 17°14'47" WEST 38.86 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 122.81 FEET; (2) NORTH 87°46'32" WEST 180.24 FEET TO THE POINT OF BEGINNING, CONTAINING 0.857 ACRES AND TWO LOTS.

Lot No.	Address
1	1000 East South Weber Drive
2	1000 East South Weber Drive

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

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

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

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

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

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

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

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

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.

Wap. I. F. Guzman
In witness whereof, I, Wap. I. F. Guzman, have hereunto set my hand and the seal of my office this 3rd day of May A.D., 2006.
Wap. I. F. Guzman Wap. I. F. Guzman
Randy L. Spens Randy L. Spens
Randy L. Spens Randy L. Spens

Southwest Corner of Section 27,
T. 5 N., R. 1 W., S188M
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.

HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Brigham City, Utah 84302
Brigham City 382-3487 382-4805
382-4875

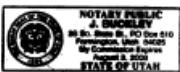
Note: There are known Contaminants in the area.
For questions, call HAN Air Force Base.

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF DAVIS
ON THE 3rd DAY OF May, 2006 PERSONALLY
APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC,
SIGNERS OF THE ABOVE DEDICATION, Wap. I. F. GUZMAN,
WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE
FOREGOING DEDICATION FREELY AND VOLUNTARILY, AND FOR THE
PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.
Wap. I. F. Guzman
NOTARY PUBLIC
RECEIVED 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 Spens and
Wap. I. F. Guzman, who acknowledged to me that they
executed the foregoing dedication freely
and voluntarily and for the purposes and
considerations therein expressed.
8/3/08
MY Commission Expires
Farmington Utah
Residing at
APPROVED THIS 16th DAY OF May, 2006
BY THE SOUTH WEBER CITY ATTORNEY.
SOUTH WEBER CITY ATTORNEY



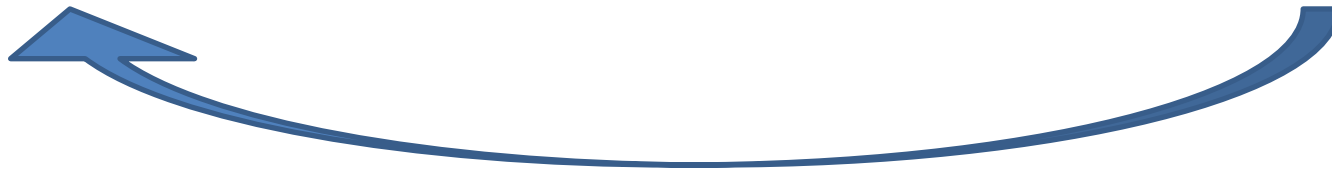
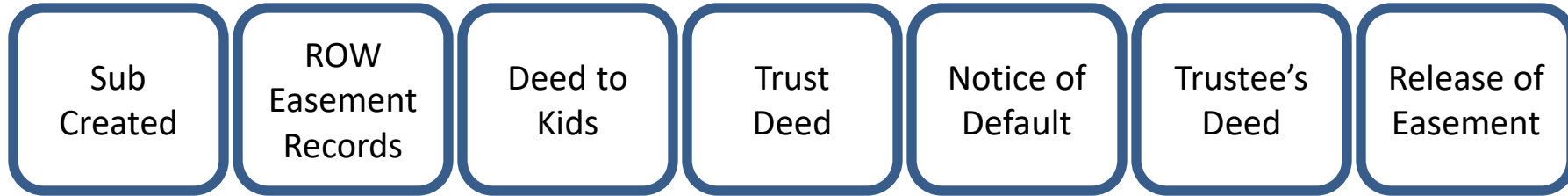
SOUTH WEBER PLANNING COMMISSION APPROVAL
APPROVED THIS 3rd DAY OF May, 2006
BY THE SOUTH WEBER CITY PLANNING COMMISSION.
CHAIRMAN, SOUTH WEBER CITY PLANNING COMMISSION

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



SOUTH WEBER CITY COUNCIL APPROVAL
APPROVED THIS 3rd DAY OF May, 2006
BY THE SOUTH WEBER CITY COUNCIL.
CITY RECORDER

DAVIS COUNTY RECORDER
ENTRY NO. 163255 FEE PAID \$32.00
FILED FOR RECORD AND RECORDED THIS
DAY OF OFFICIAL RECORDS PAGE 42
RICHARD T. BIRCHMAN
DAVIS COUNTY RECORDER
BY: Richard T. Birchman
DEPUTY 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~~ ^{December}, 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 agrees 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

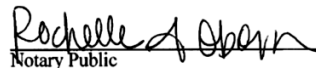
State of Utah

)
: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.

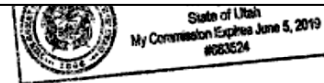
NOW THEREFORE, the Successor Trustee, in consideration of the premises recited and of the sum above mentioned, bid and paid by Grantee, the receipt of which is acknowledged, and by virtue of the authority vested in him by the Trust Deed, does by these presents grant and convey to the Grantee above named, 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 Spens (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 Spens
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 Spens (Seller), who
acknowledged that he executed the above and foregoing instrument.

Annette Gayle Houghton
NOTARY PUBLIC

My Commission Expires:
12/14/2019



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 1st 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 1st 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

Wills of Utah
County of Davis
On 1/20, 2016, Carolyn Lee Glismann, personally appeared before,
_____, who is personally know to me
☒ whose identity is known to me on the basis of UT DL
_____, whose identity is known to me on the basis of UT DL
_____, a disinterested 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

E 2959768 B 6582 P 269-272
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
8/18/2016 10:31:00 AM
FEE \$17.00 Pgs: 4
DEP eCASH REC'D FOR HALLIDAY & WATKINS P

GRANT OF EASEMENT AND AGREEMENT

THIS GRANT OF EASEMENT AND AGREEMENT ("Easement Agreement") is made and entered into the 12th 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:

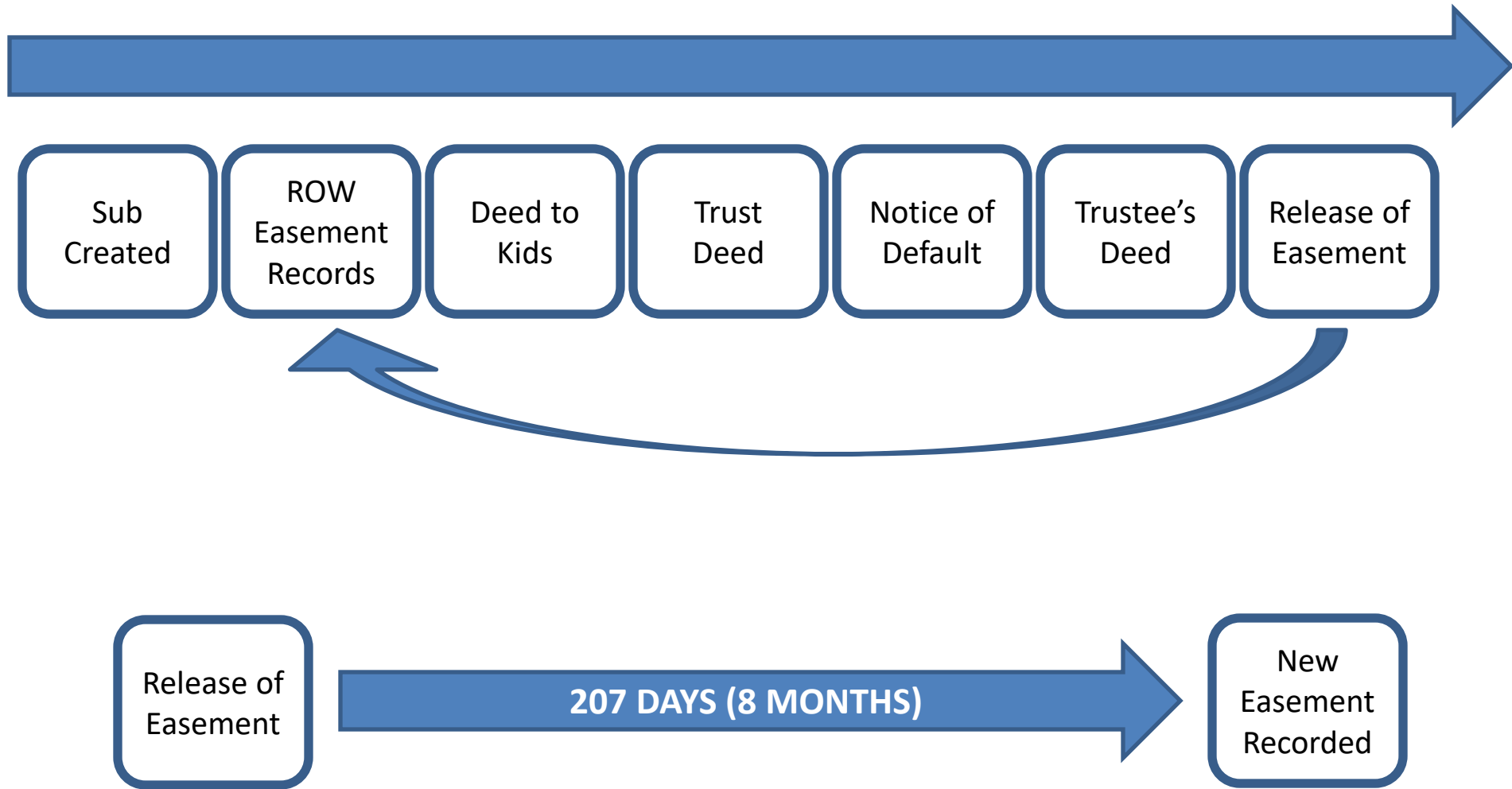
The following legal description describes the centerline of a 15 foot easement for ingress and egress:
A PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN; BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SOUTH WEBER DRIVE LOCATED 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)



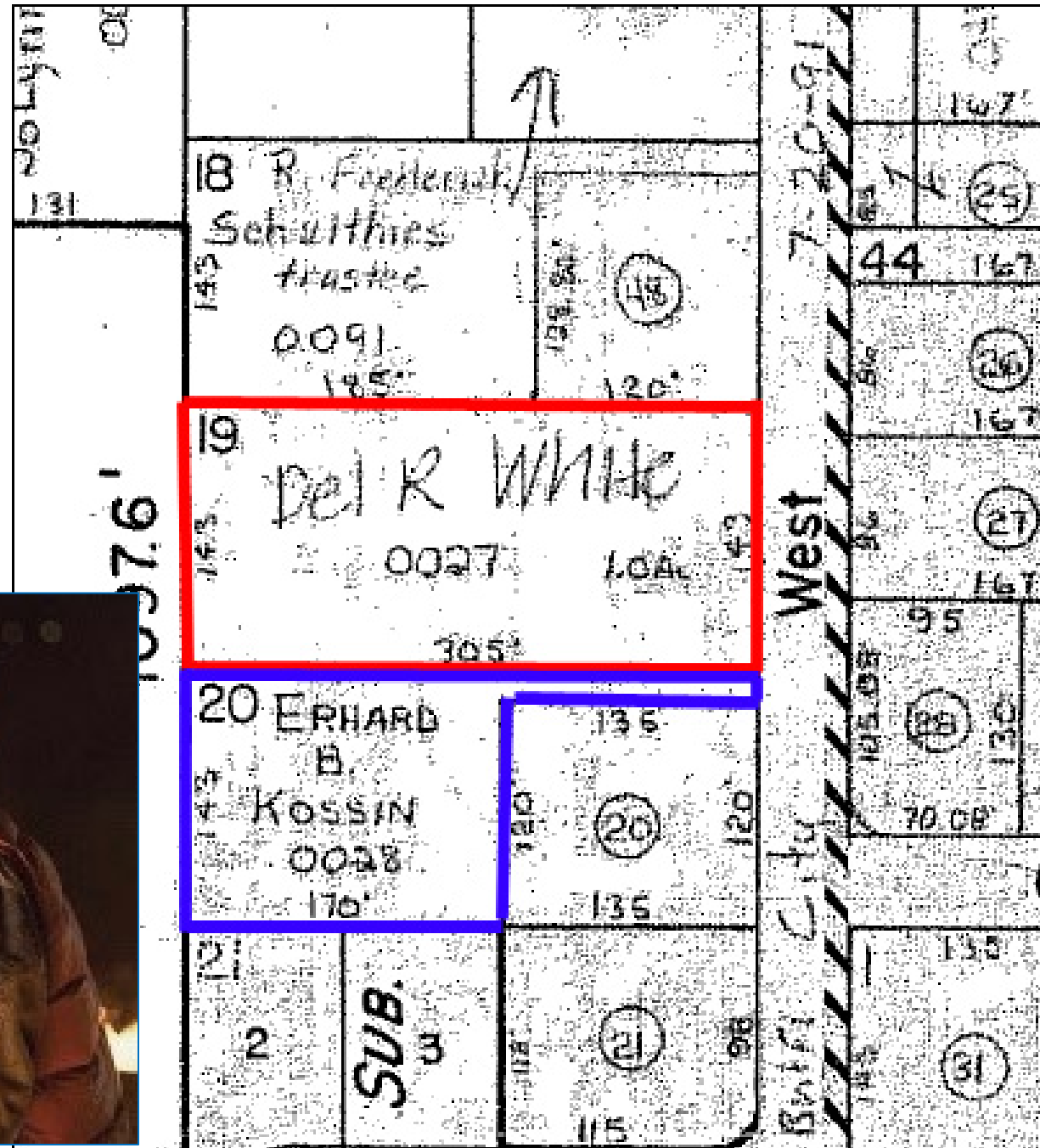
A large, dark blue ink splatter or blotch is centered on a white background. The splatter has irregular, feathered edges with some smaller droplets and speckles trailing off to the left and right. The text is centered within the main body of the splatter.

Easement Preparation & Disclosure

The Flag Lots

BACK 
BEFORE
THE **PLAT**

Property in 1999



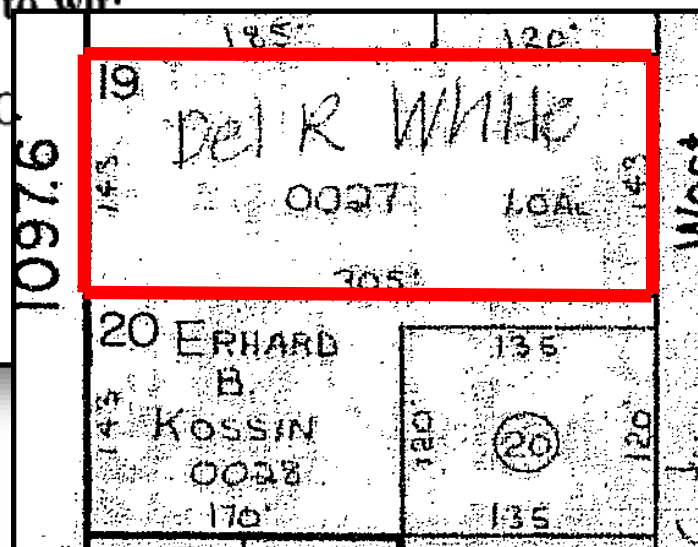
E 1596076 B 2455 P 904
SHERYL L. WHITE, DAVIS CNTY RECORDER
2000 JUN 6 10:44 AM FEE 10.00 DEP AC
REC'D FOR EQUITY TITLE AGENCY

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

Sidwell No. 01-022-0027

HNJ Investments
purchases North
property from Francom

ON FILE AND



HNJ INVESTMENTS

20 ERHARD

B

KOSSIN

0038

170

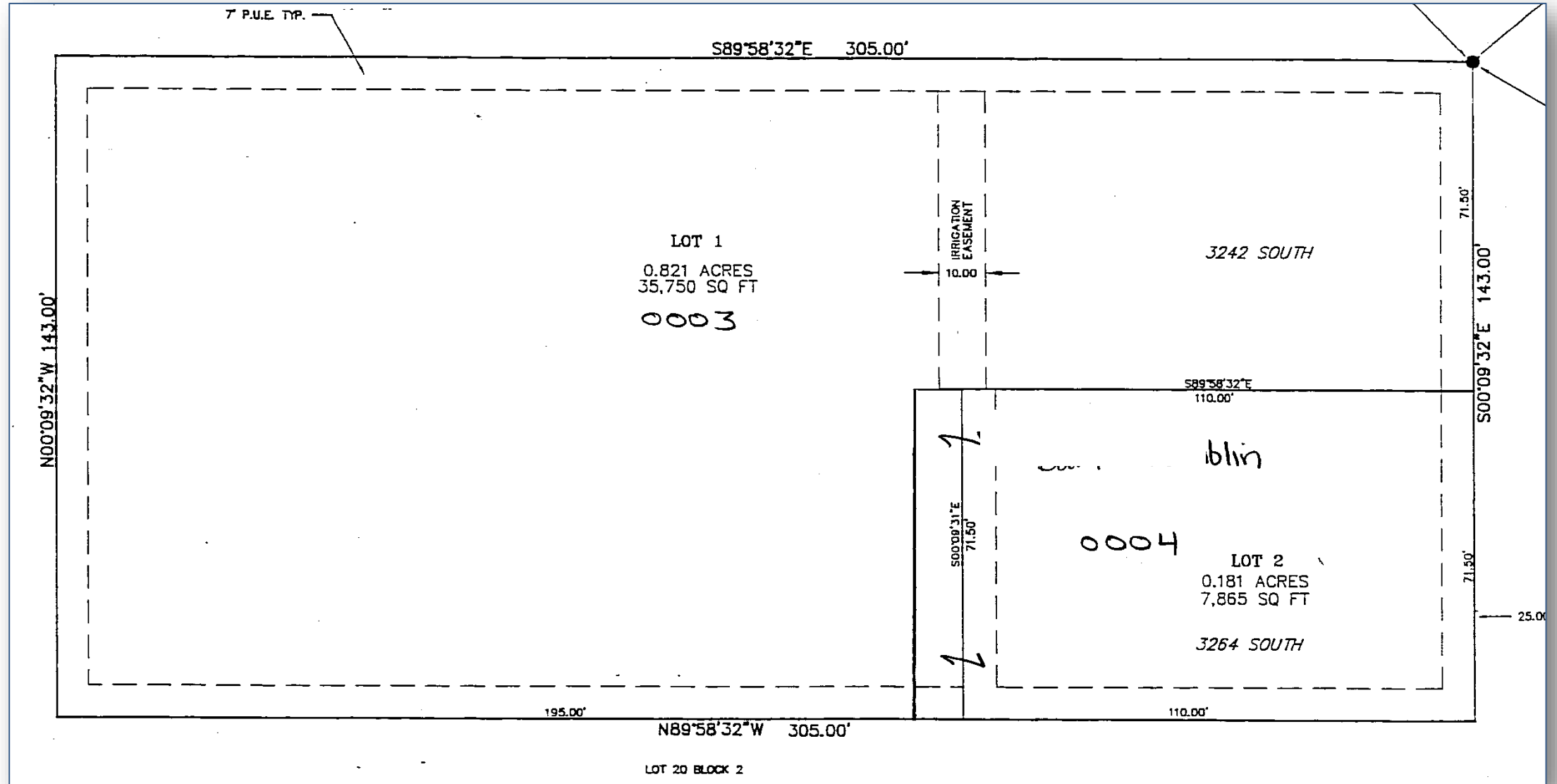
135

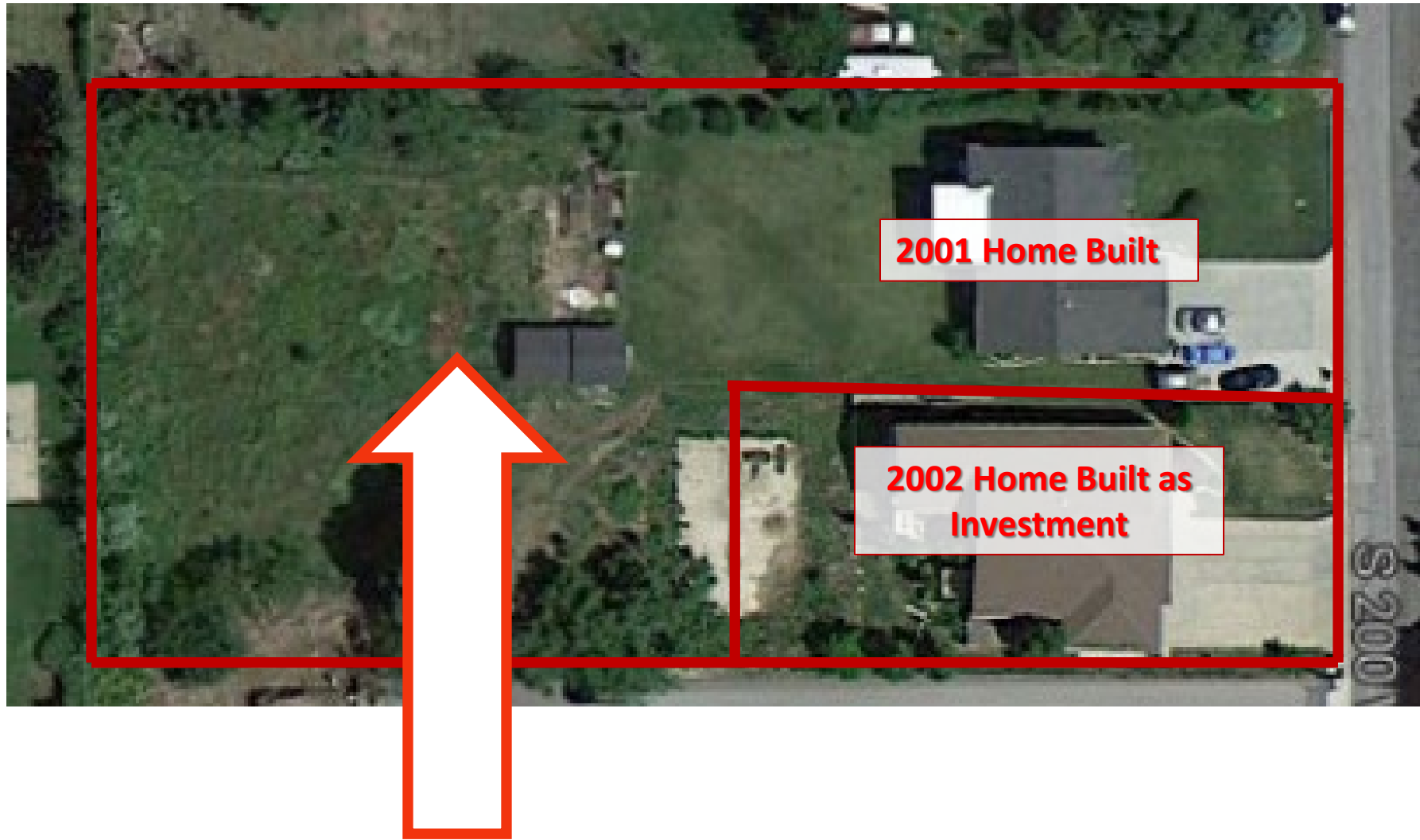
20

135

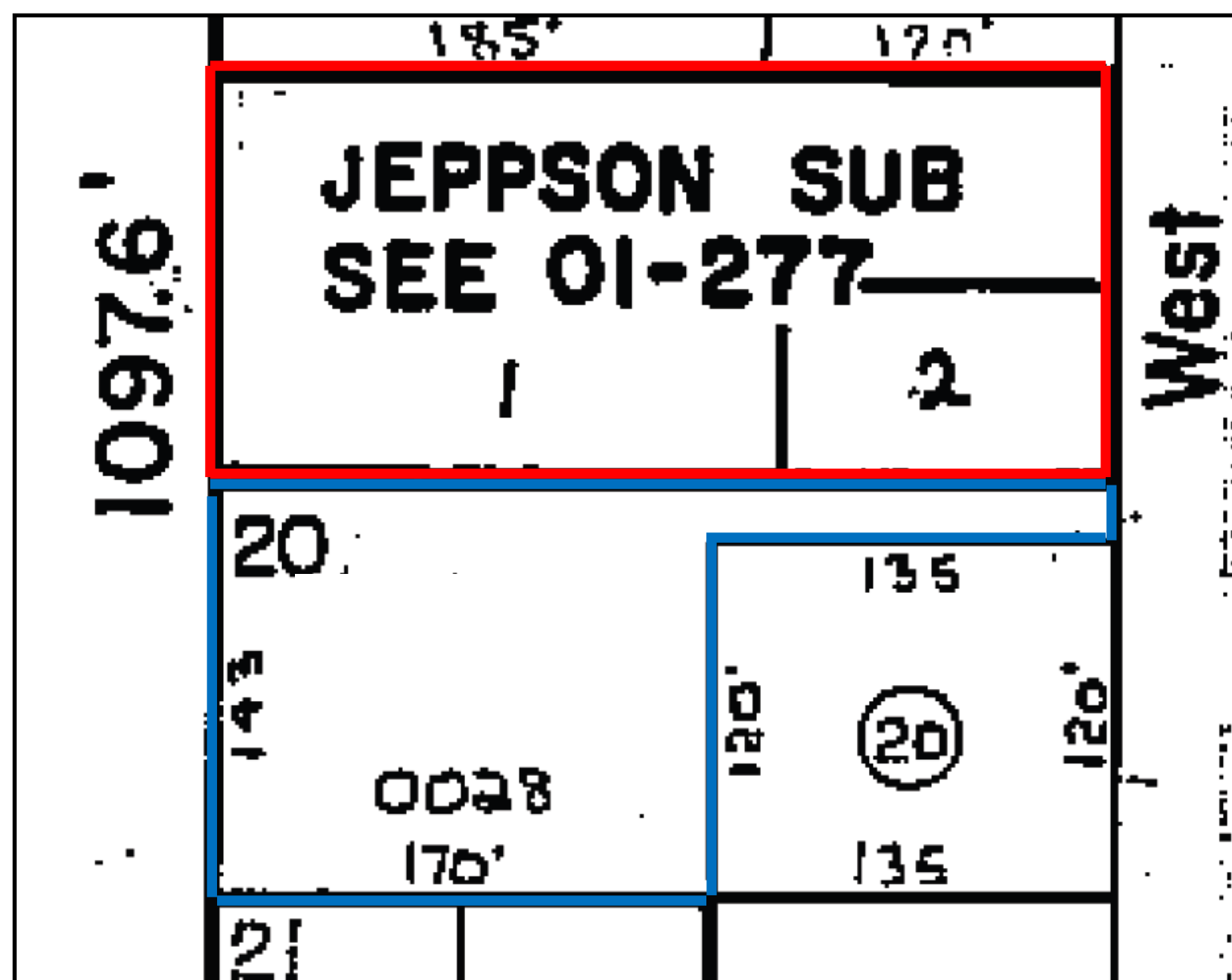
Jeppson Subdivision

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:

HARV JEFFSON
150 SOUTH 600 EAST #5D

E184147213244P1674
RICHARD T. MAUGHAN, 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.**

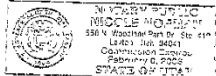
FEET;
THE POINT

PARCEL NO. 01-022-0028



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.



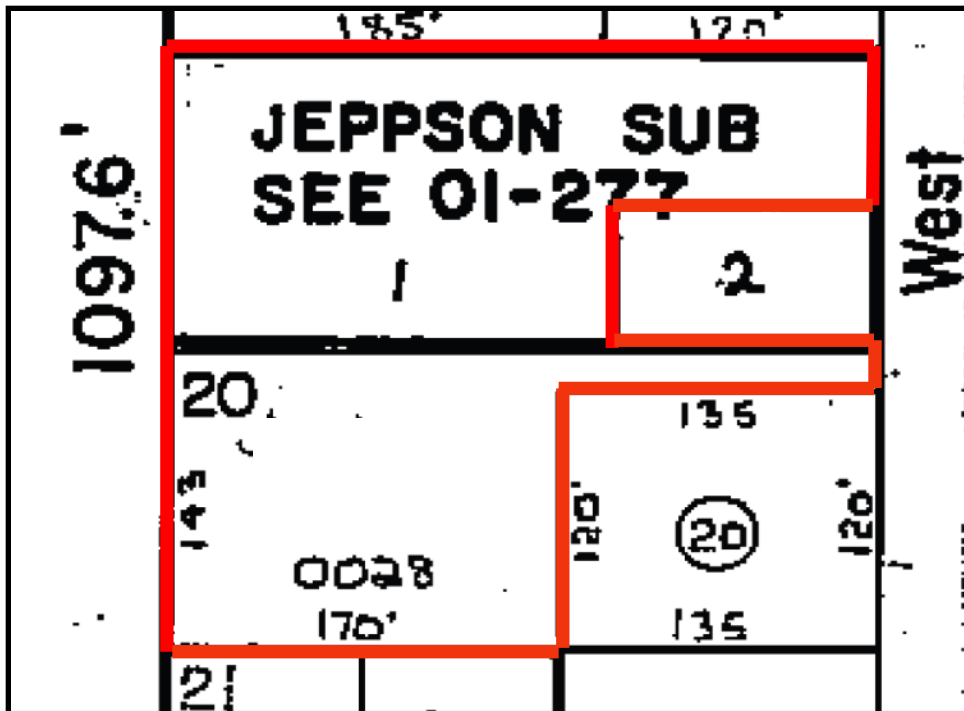
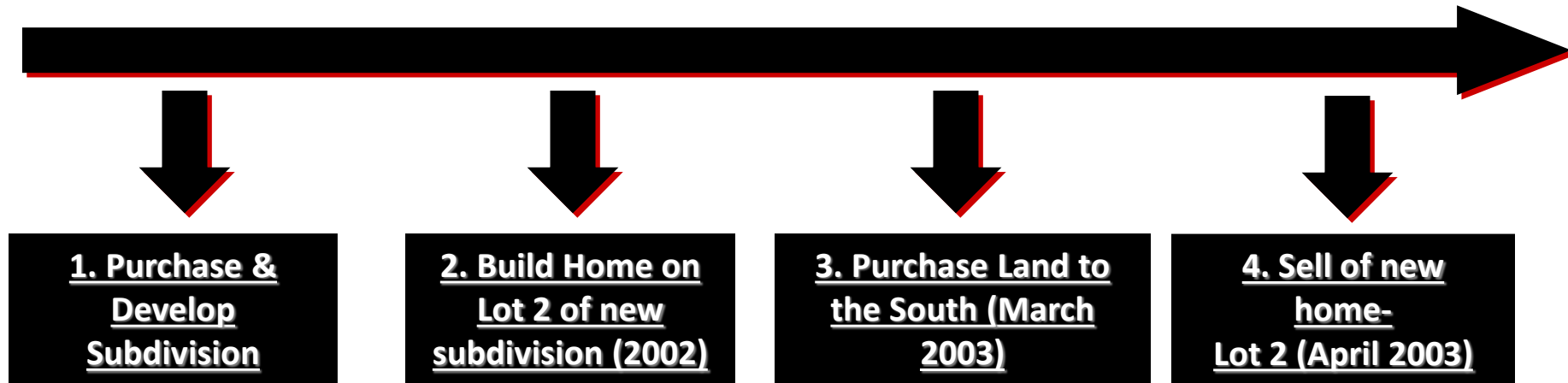
Heidi Korman
Notary Public

My commission expires: February 08, 2006

Residing at: LAYTON



HNJ Timeline 2000- April 2003



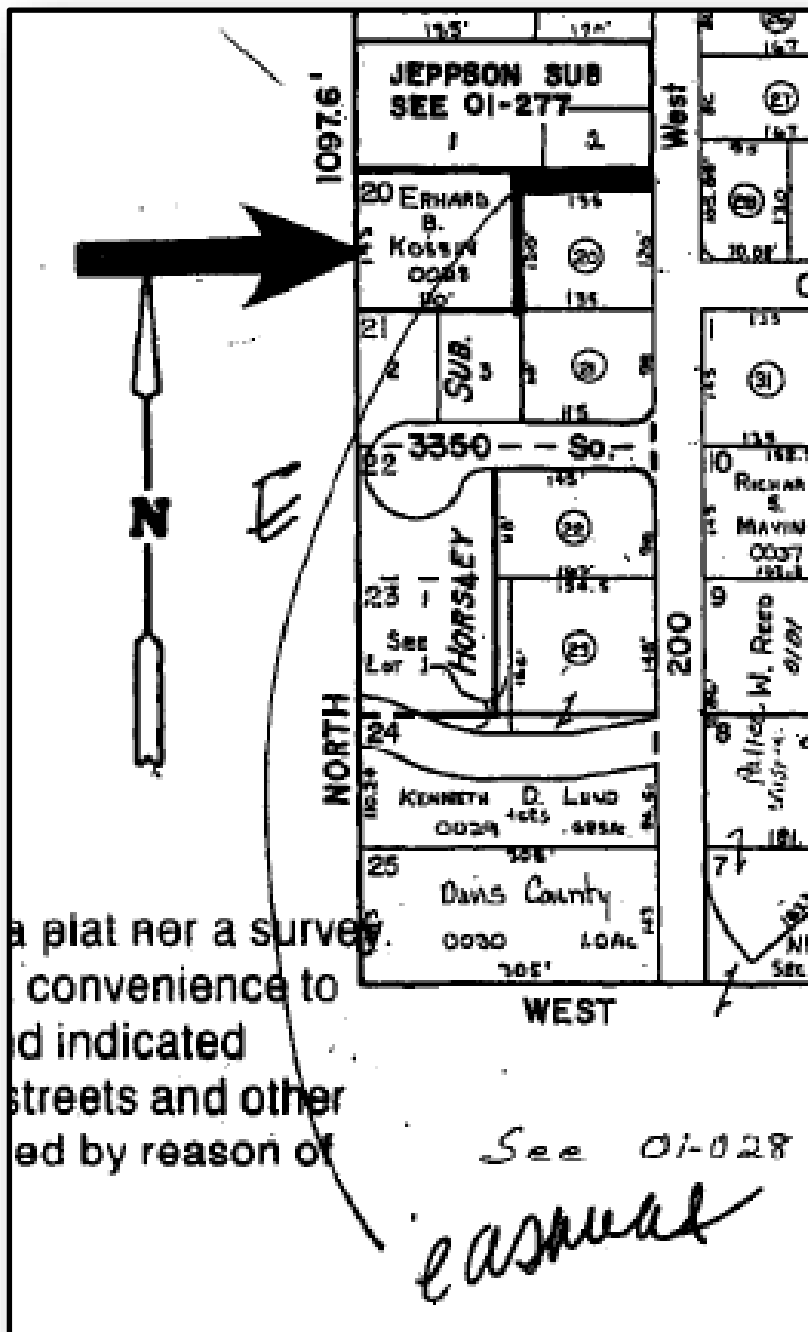
In April 2003 HNJ Investments Owned all of Lot 1 and the Flag Lot (land only) to the South.

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.

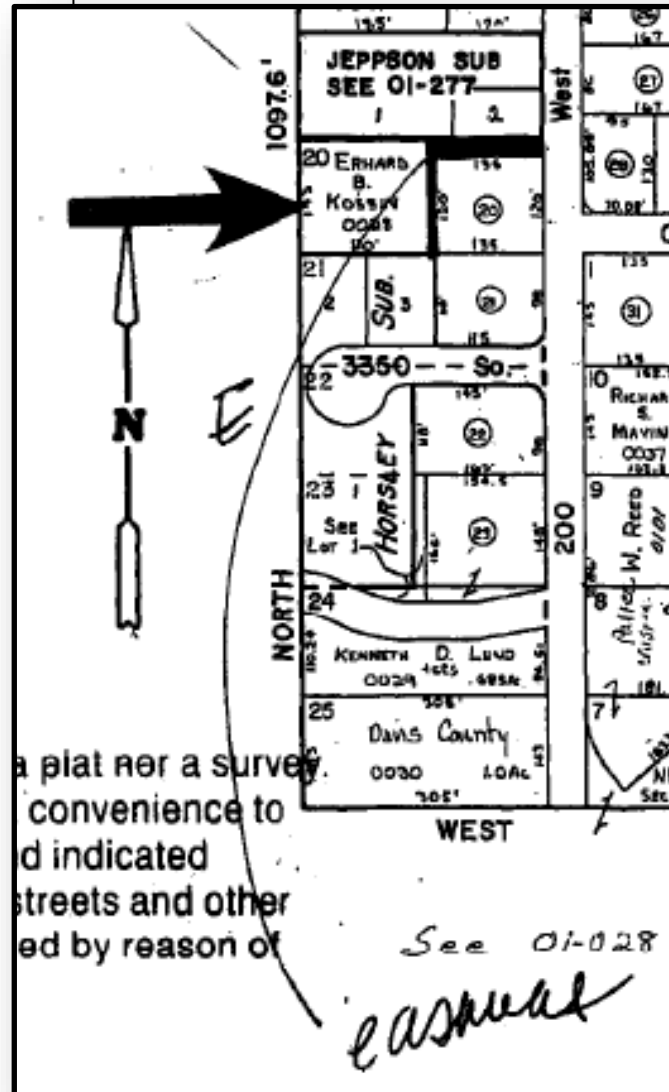
OF BEGINNING.

PARCEL NO. 01-022-0028

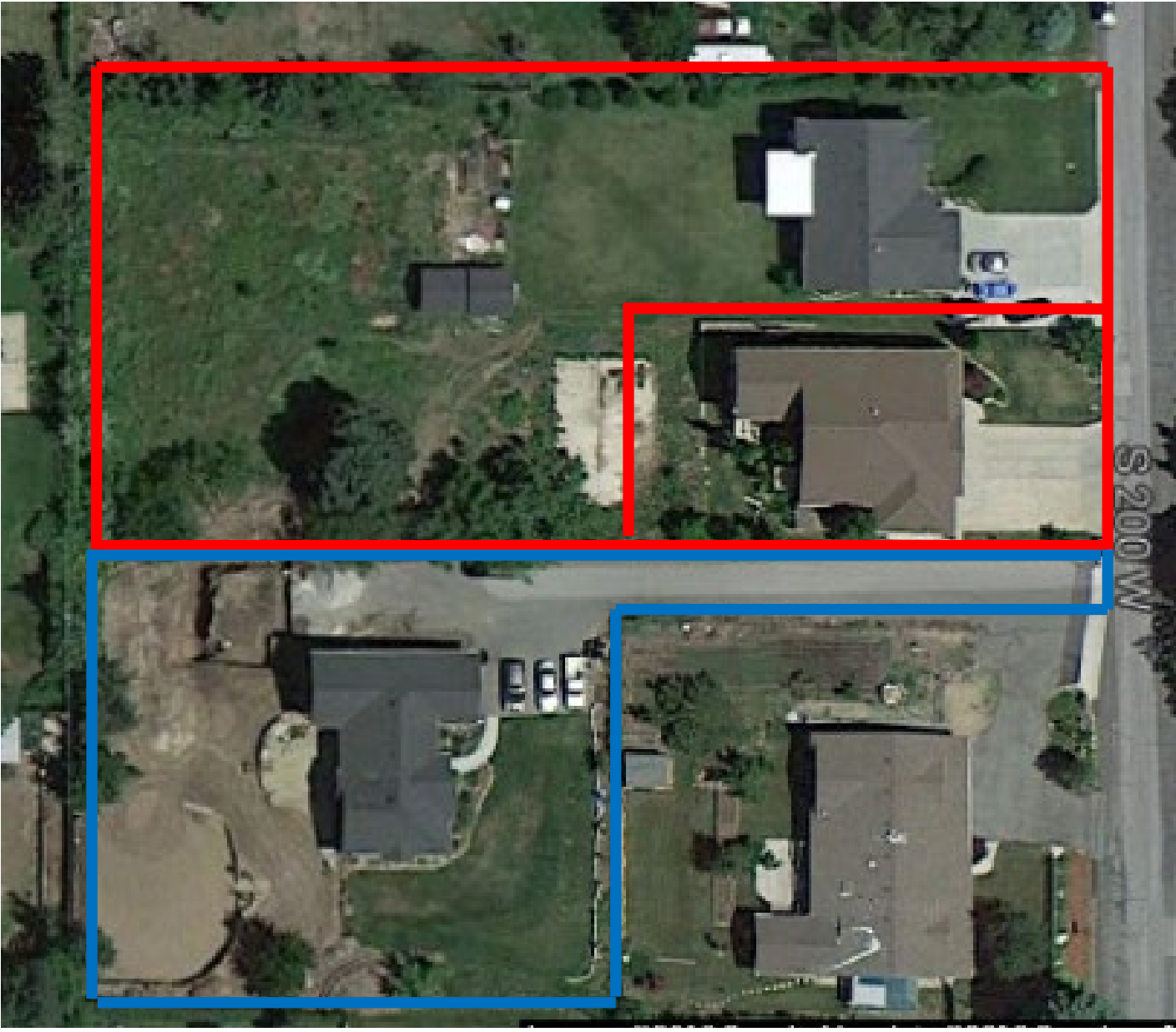
RIGHT OF WAY EASEMENT FOR INGRESS AND EGRESS FOR ACCESS TO THE PROPERTY IN THE REAR OVER THE NORTHEAST CORNER 22 FEET OF SAID PROPERTY.

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 1/4" 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)
) ss.
County of Davis)

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.

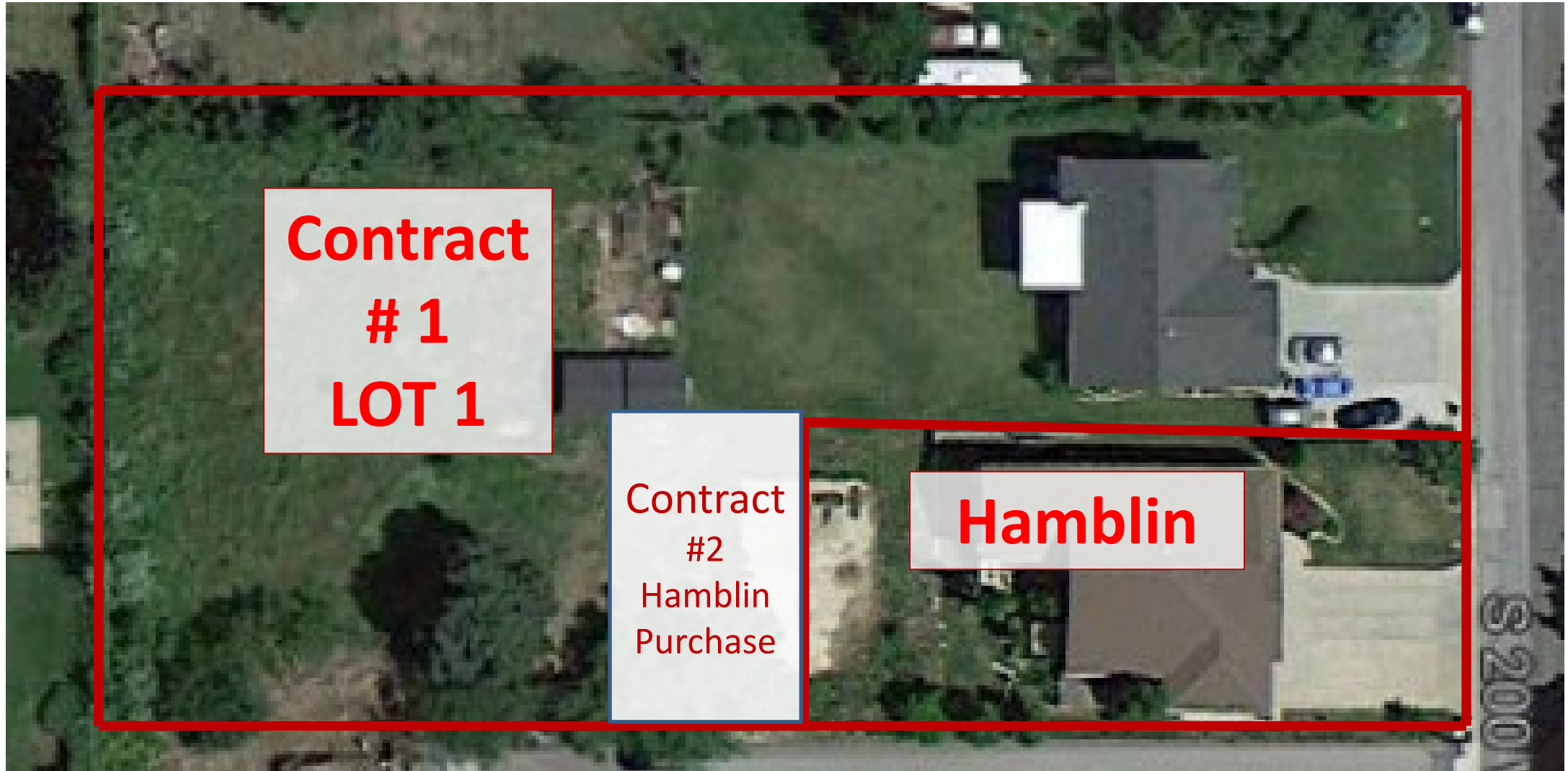
Notice the “Right of Way Easement”
is missing from the Legal Description

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

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

2807710
BK 6036 PG 53

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

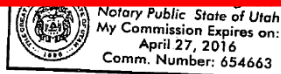
Release of Right of Way Easement and Quit Claim Deed

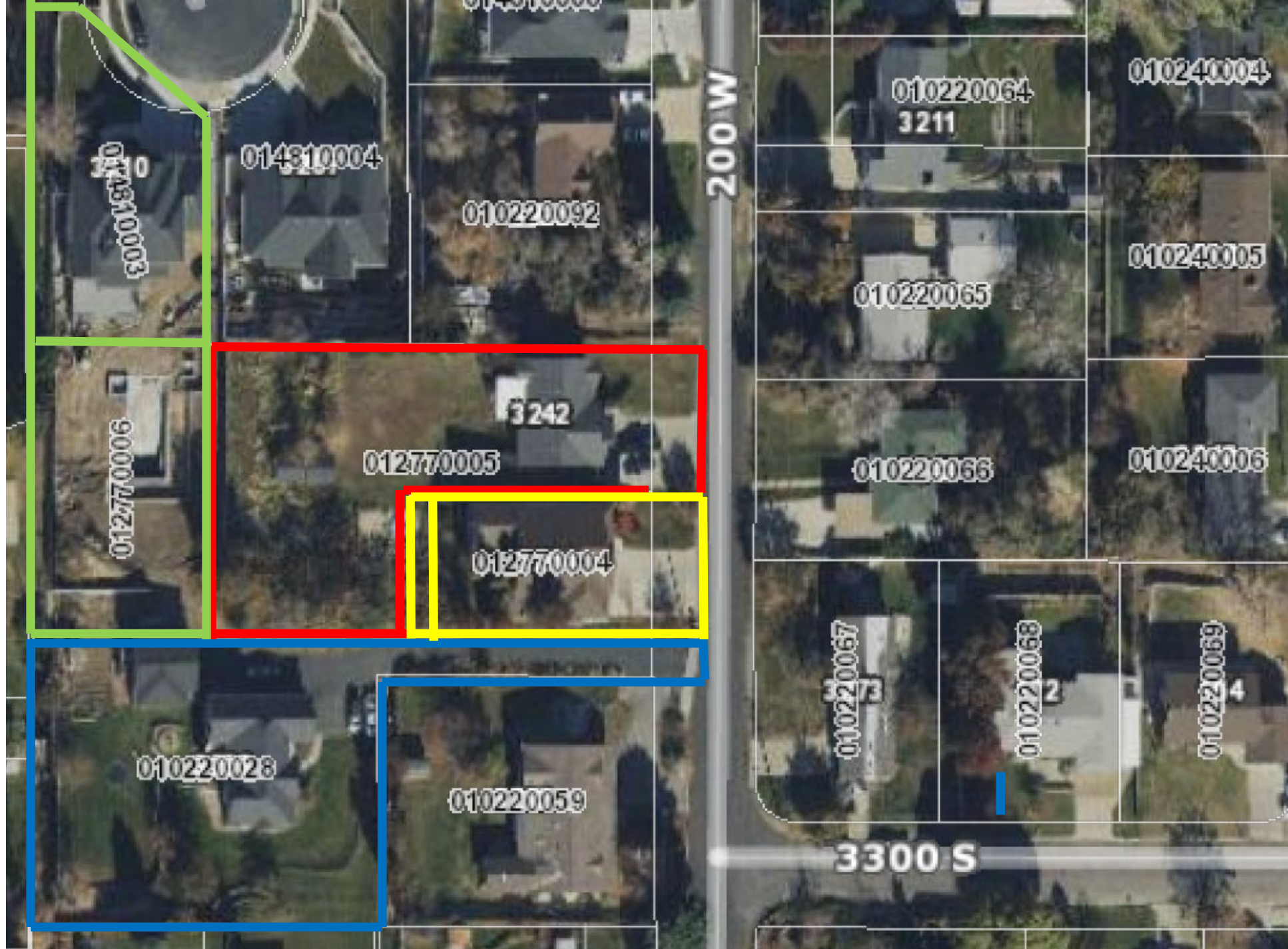
HNJ Investments, LLC, the undersigned holder of a Right of Way Easement, does hereby and forever release and surrender any right, title and interest, for ingress and egress access, over, under and through the Easement disclosed, or that was intended to be disclosed, in that certain Warranty Deed, recorded 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





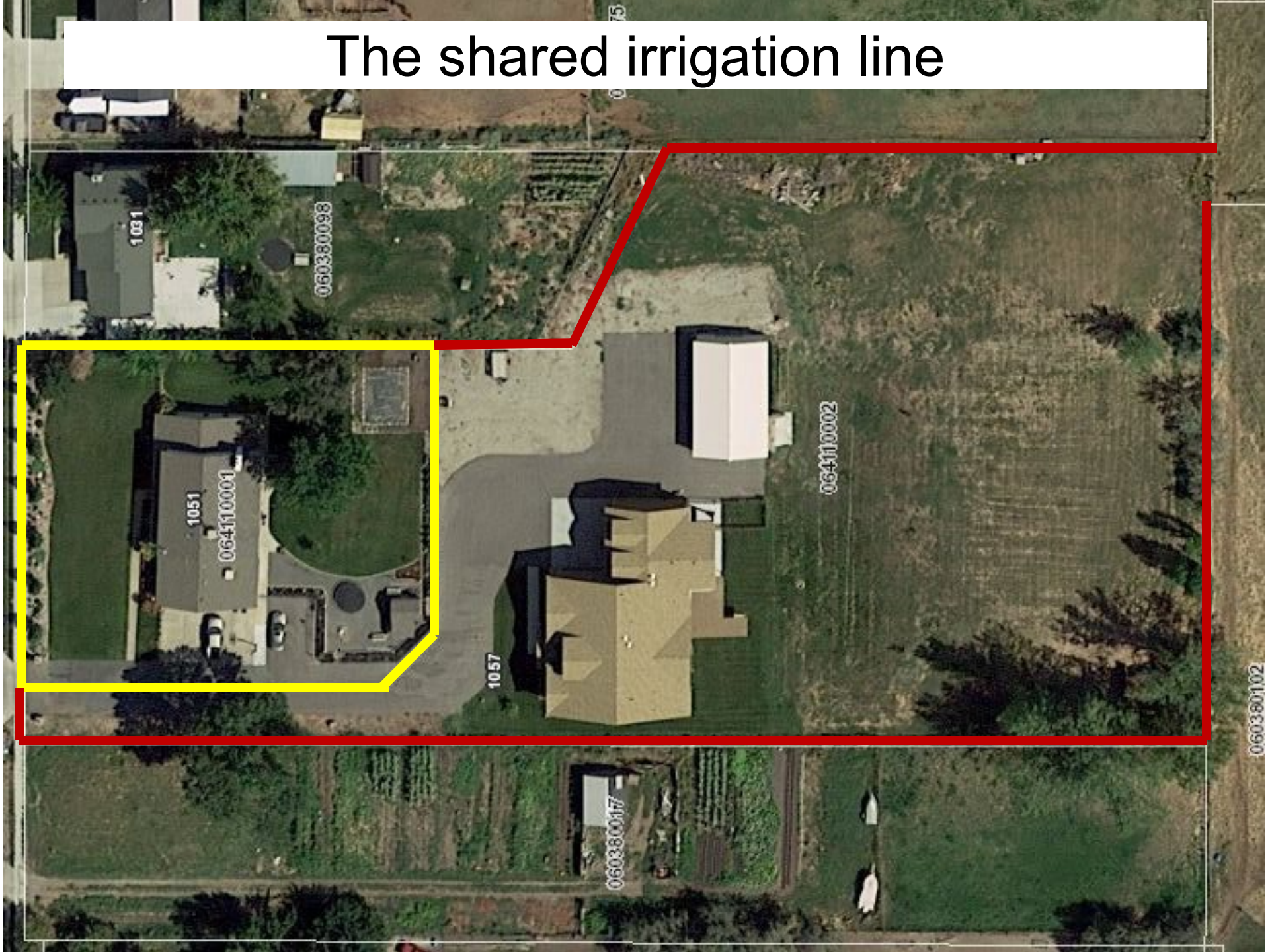


The Irrigation Line

The shared irrigation line

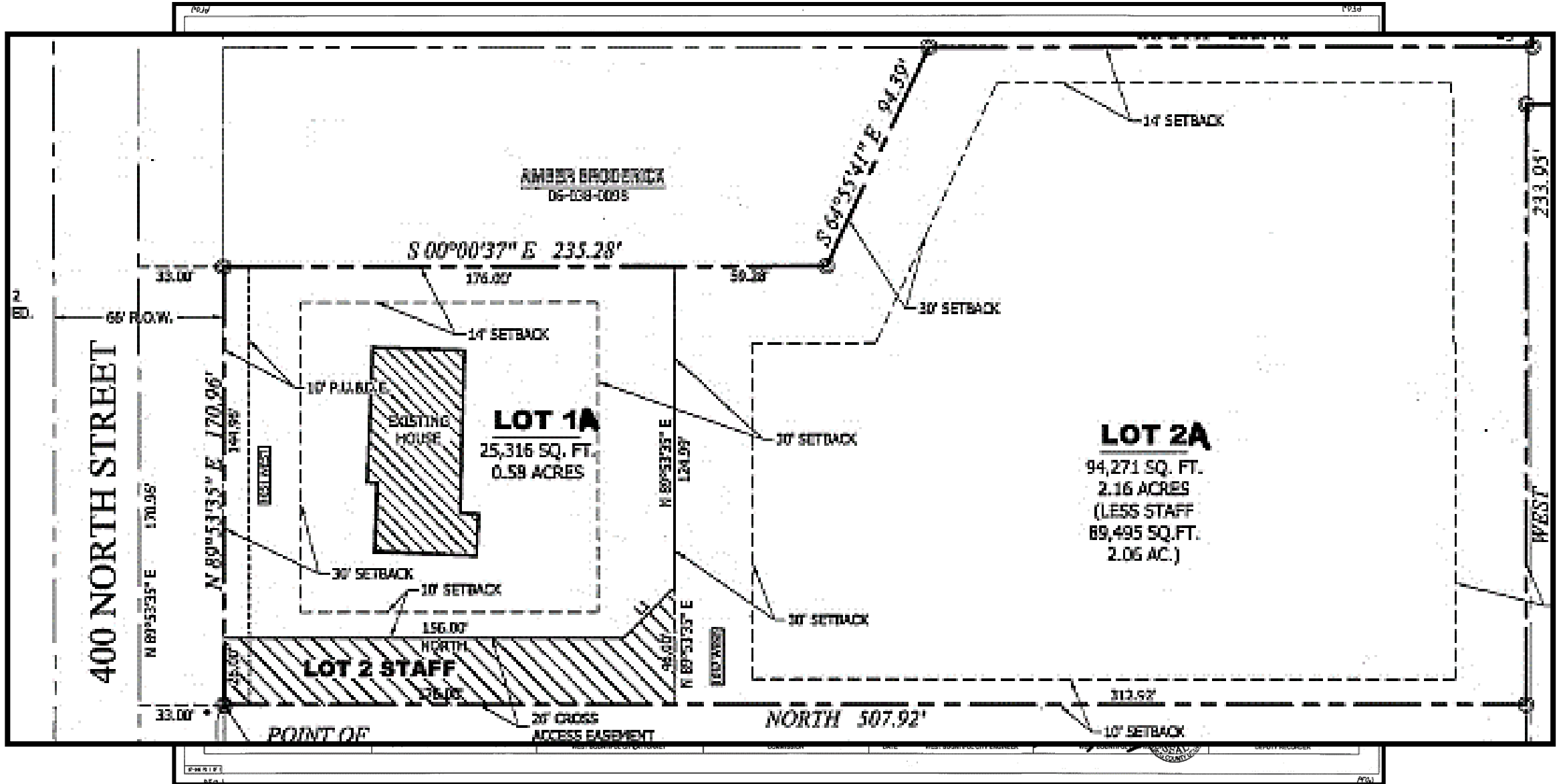


The shared irrigation line



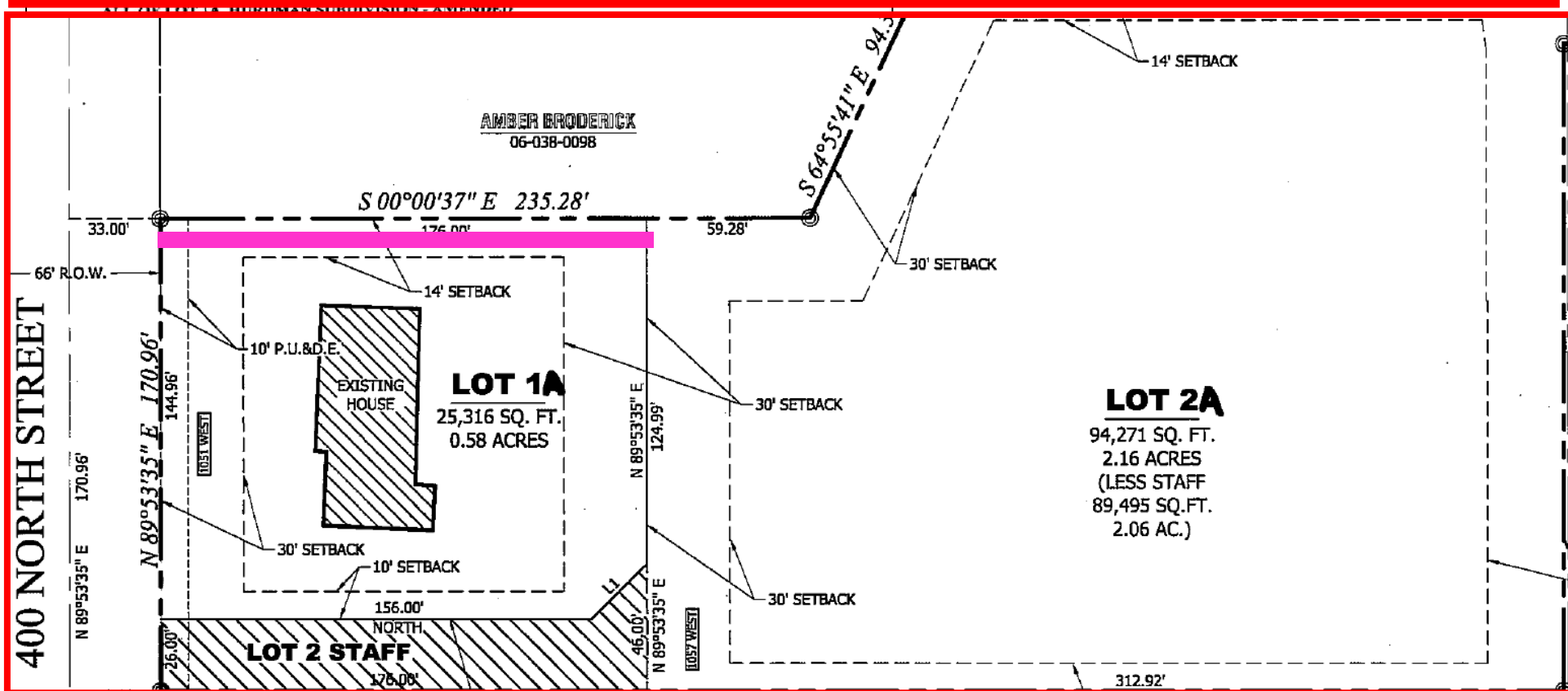
The survey map depicts two adjacent lots, Lot 1A and Lot 2A, with various setbacks and easements. Lot 1A is located on the left and contains an existing house. Lot 2A is on the right. The map includes a north arrow pointing towards the top right. Key features include:

- Lot 1A:** 25,316 SQ. FT. (0.59 ACRES). It features an "EXISTING HOUSE" with a "10' PADDOLE" setback. The lot is surrounded by a "14' SETBACK" on the north and east sides, and a "30' SETBACK" on the south and west sides.
- Lot 2A:** 94,271 SQ. FT. (2.16 ACRES). It is surrounded by a "30' SETBACK" on the north and east sides, and a "10' SETBACK" on the south side.
- Setbacks and Easements:** A "14' SETBACK" is shown along the north boundary of Lot 1A. A "30' SETBACK" is shown along the east boundary of Lot 1A. A "30' SETBACK" is shown along the south boundary of Lot 1A. A "30' SETBACK" is shown along the west boundary of Lot 2A. A "10' SETBACK" is shown along the south boundary of Lot 2A. A "20' CROSS ACCESS EASEMENT" is shown along the south boundary of Lot 1A.
- Dimensions:** The north boundary of Lot 1A is 235.28' (S 00°00'37" E). The east boundary of Lot 1A is 124.09' (N 89°53'35" E). The south boundary of Lot 1A is 156.00' (N 89°53'35" E). The west boundary of Lot 1A is 141.95' (N 89°53'35" E). The north boundary of Lot 2A is 507.92' (N 89°53'35" E). The east boundary of Lot 2A is 312.52' (N 89°53'35" E). The south boundary of Lot 2A is 178.00' (N 89°53'35" E). The west boundary of Lot 2A is 156.00' (N 89°53'35" E).
- Other Features:** A "POINT OF" is marked at the southwest corner of Lot 1A. A "20' CROSS ACCESS EASEMENT" is shown along the south boundary of Lot 1A. A "10' SETBACK" is shown along the south boundary of Lot 2A.



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 15 day of July 2019 personally appeared before me
Richard G. Finkler and John Finkler
7-3-19
NOTARY PUBLIC
Commission Expires 9-17-2020
Residing at LEVIA



STATE OF Utah
County of Davis
On this 15 day of July 2019 personally appeared before me
Richard G. Finkler and John Finkler
7-3-19
NOTARY PUBLIC
Commission Expires 9-17-2020
Residing at LEVIA



COUNTY RECORDS
This document is a true and correct copy of the original as recorded in the County Records of Davis County, Utah, on 7/15/2019.



The Landlocked Parcel



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)

GAGE SUBDIVISION
A PART OF THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 12 NORTH, RANGE 2 WEST, S.L.B.&M.
BEAVER DAM, BOX ELDER COUNTY, UTAH

Lot 1
Containing 3.44 Acres

Lot 2
Containing 2.83 Acres

NOTES:

1. WATER IS PROVIDED BY BEAVER DAM WATER CO.
2. SEWER TO BE INDIVIDUAL SEPTIC SYSTEM.
3. BUILD TO AVOID FLOODING.
4. ACCESS ON TO BEAVER DAM ROAD TO BE OWNERS RESPONSIBILITY.
5. ALL PUBLIC UTILITY EASEMENTS ARE 10.0' FEET WIDE UNLESS OTHERWISE NOTED.
6. CULVERTS UNDER DRIVEWAYS TO BE 15" MIN.
7. THIS PROPERTY IS NOT IN A FEMA DESIGNATED FLOOD PLAIN.
8. ANY STRUCTURE BUILT ON THE LOT IS REQUIRED TO COMPLY WITH THE WILDLAND URBAN INTERFACE CODE.
9. ANY CUT OR FILL NEEDED FOR THE CONSTRUCTION OF A STRUCTURE IS TO BE DESIGNED AND STAMPED BY AN ENGINEER LICENSED IN THE STATE OF UTAH.
10. AN APPROVED TESTING COMPANY WILL PROVIDE ADEQUATE DOCUMENTATION OF COMPLIANCE WITH THE ENGINEER'S DESIGN AND SUCH DOCUMENTATION WILL BE SUBMITTED WITH ANY APPLICATION FOR A BUILDING PERMIT.

PLANNING COMMISSION APPROVAL
APPROVED THIS 15th DAY OF May, A.D., 2008 BY THE BOX ELDER COUNTY PLANNING COMMISSION.

APPROVAL AND ACCEPTANCE
PRESENTED TO THE _____ THIS _____ DAY OF _____ A.D., 2008
AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ACKNOWLEDGMENT
STATE OF _____
COUNTY OF _____
ON THIS _____ DAY OF _____, 2008, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, _____, THE SIGNERS OF THE ABOVE OWNER'S DECLARATION, WHO DULY ACKNOWLEDGED TO ME THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

COUNTY SURVEYOR'S CERTIFICATE
I hereby certify that the Box Elder County Surveyor's office has reviewed this plat for mathematical correctness, section corner data, and for harmony with lines and monuments on record in county offices. The approval of this plat by the Box Elder County Surveyor does not relieve the Licensed Land Surveyor who executed this plat from the responsibilities and/or liabilities associated therewith.

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 30th DAY OF June, A.D., 2008

BEAR RIVER DISTRICT HEALTH DEPT. APPROVAL
WASTE DISPOSAL SYSTEM & CULINARY SYSTEM APPROVAL
THIS 30 DAY OF June, 2008.

COUNTY RECORDER'S NO. 266765
STATE OF UTAH, COUNTY OF BOX ELDER, RECORDED AND FILED AT THE REQUEST OF JACK GAGE.
DATE: JUN 1 2008 TIME: 15:11 PM FEE: \$33.00
ABSTRACTED - SAGE SUBDIVISION - TKT. NO. 14 HELD 14.8.08
INDEXED
FILED IN: _____ FILE OF PLATS _____ COUNTY RECORDER

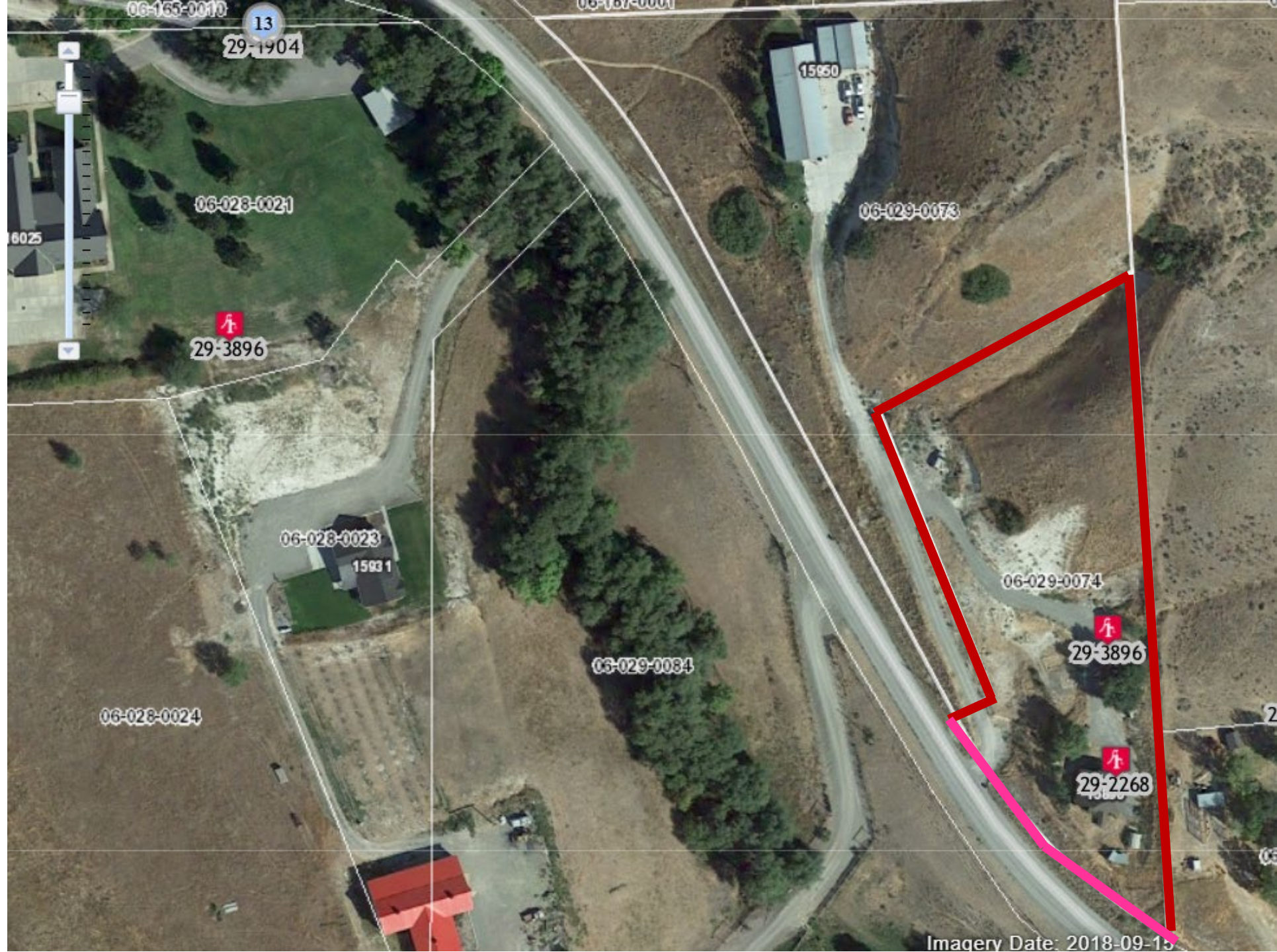
SURVEYOR'S CERTIFICATE
I, K. GREG HANSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 167819 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS HEREINAFTER TO BE KNOWN AS GAGE SUBDIVISION AND THE SAME HAS BEEN CORRECTLY SURVEYED AS SHOWN.

BOUNDARY DESCRIPTION
A PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 12 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.
BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF BEAVER DAM ROAD LOCATED NORTH 87°55'55" EAST 91.43 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; RUNNING THENCE ALONG SAID NORTH LINE BEING AN EXISTING FENCE LINE NORTH 87°55'55" EAST 523.69 FEET TO AN EXISTING FENCE LINE ACCEPTED AS BEING THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE ALONG SAID FENCE LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTH 03°06'17" EAST 663.81 FEET TO AN JSH REBAR AND CAP; (2) SOUTH 01°51'08" EAST 163.82 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID BEAVER DAM ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 58°44'45" WEST 3.66 FEET; (2) TO THE RIGHT ALONG THE ARC OF A 513.89 FOOT RADIUS CURVE, A DISTANCE OF 275.13 FEET, HAVING A CENTRAL ANGLE OF 30°40'20", CHORD BEARS NORTH 43°24'35" WEST 271.86 FEET; (3) NORTH 28°04'25" WEST 530.18 FEET; (4) TO THE LEFT ALONG THE ARC OF A 586.08 FOOT RADIUS CURVE, A DISTANCE OF 204.83 FEET, HAVING A CENTRAL ANGLE OF 20°02'04", CHORD BEARS NORTH 38°05'27" WEST 203.89 FEET TO THE POINT OF BEGINNING, CONTAINING 5.47 ACRES AND TWO LOTS.

NARRATIVE
THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH THE TWO LOT SUBDIVISION AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY JACK GAGE. THE CONTROL USED TO ESTABLISH THE SUBDIVISION WAS EXISTING BOX ELDER COUNTY SURVEY MONUMENTATION SURROUNDING SECTION 11, TOWNSHIP 12 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARINGS IS THE LINE BETWEEN THE NORTHWEST CORNER SECTION 11 AND THE NORTHWEST CORNER OF SECTION 2, T22N, R2W, S.L.B.&M. ASSUMED TO BEAR SOUTH 02°19'07" EAST.

OWNER'S DECLARATION
KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AS SHOWN ON THIS PLAT AND NAME SAID TRACT GAGE SUBDIVISION AND HEREBY DEDICATE, GRANT AND CONVEY TO BOX ELDER COUNTY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS EASEMENTS FOR PUBLIC UTILITY PURPOSES AS SHOWN HEREON. THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AS MAY BE AUTHORIZED BY BOX ELDER COUNTY IN WITNESS WE HAVE HERETO SET OUR SIGNATURE THIS _____ DAY OF _____, 2008.

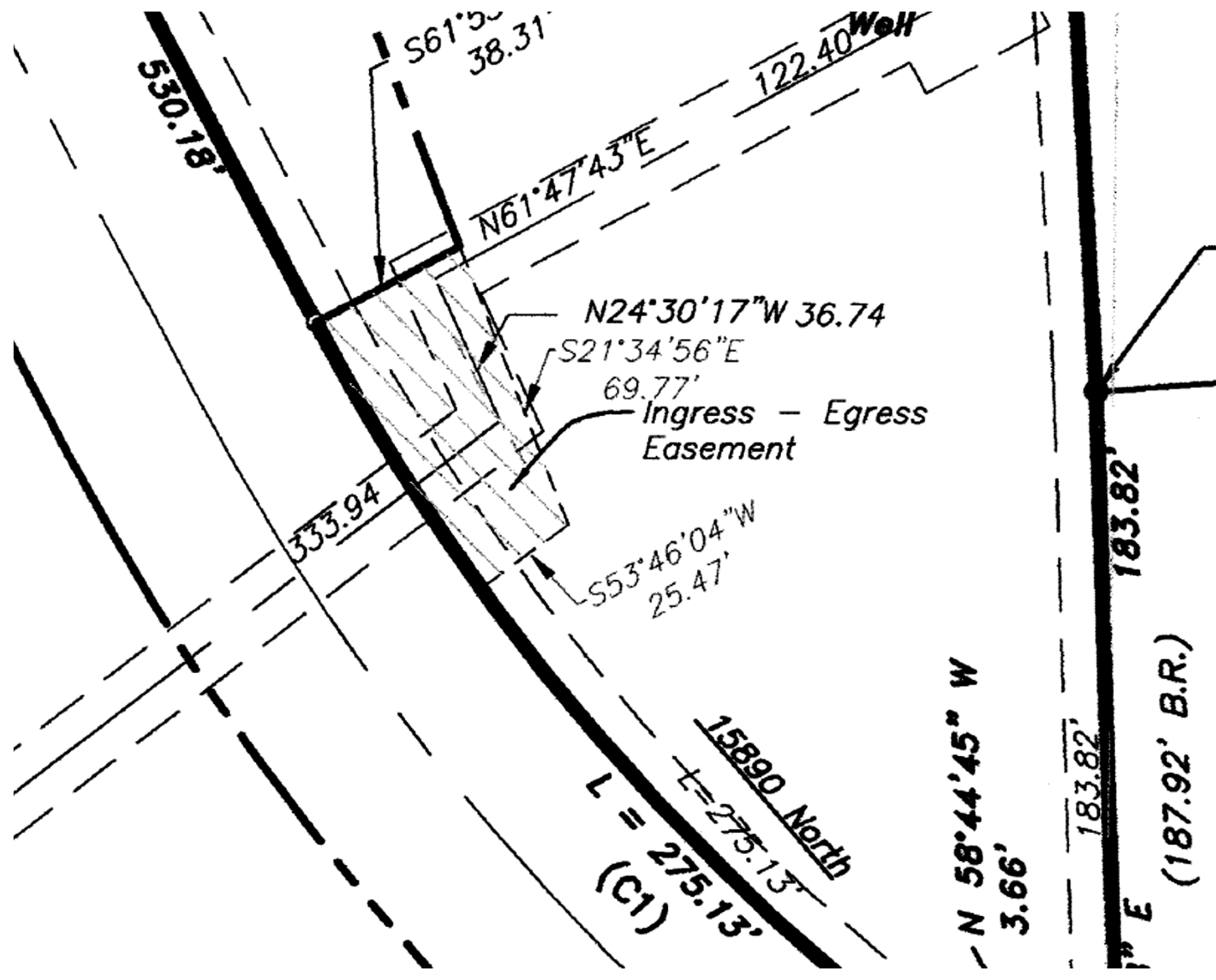


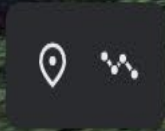


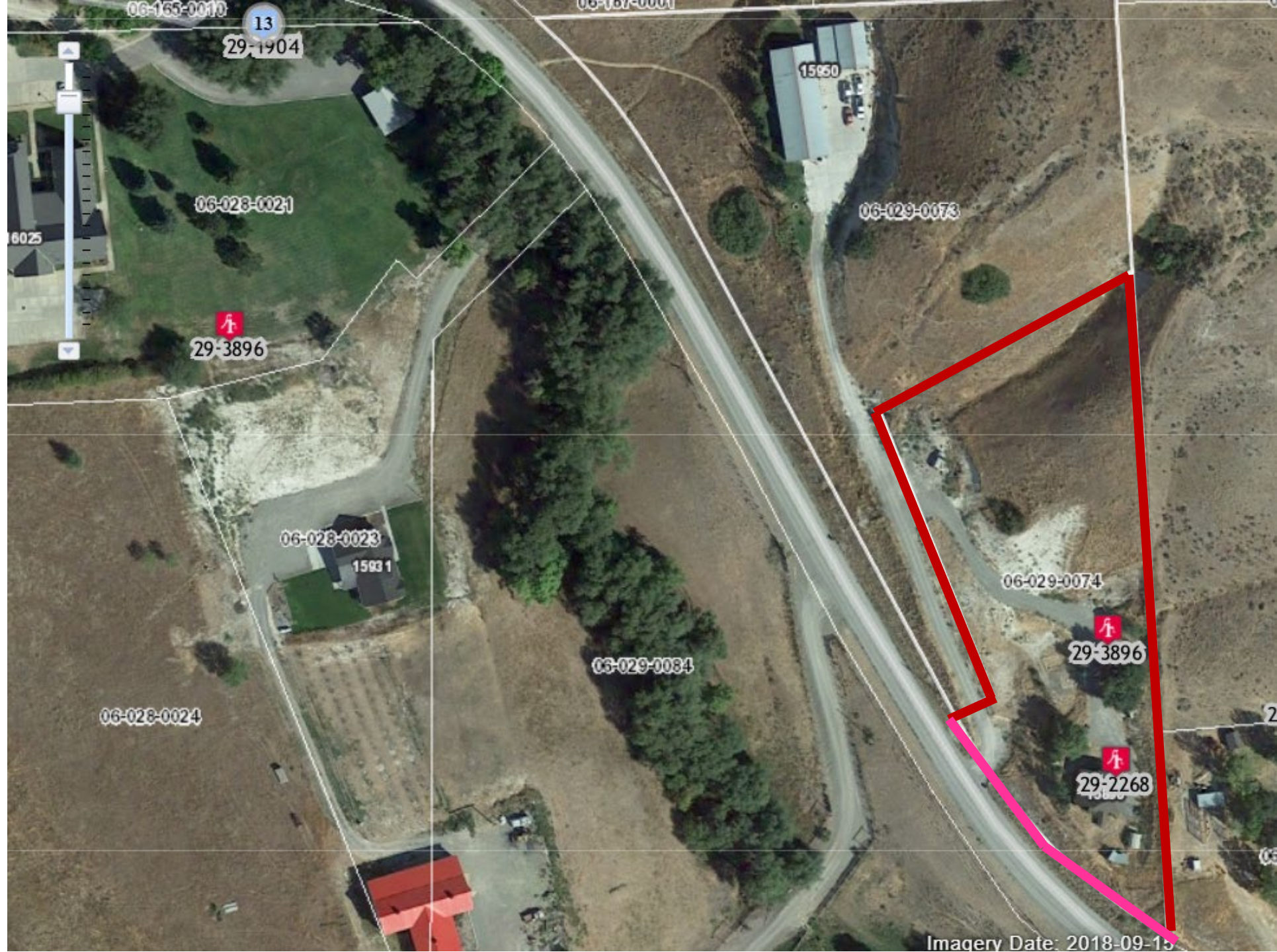
Imagery Date: 2018-09-15

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

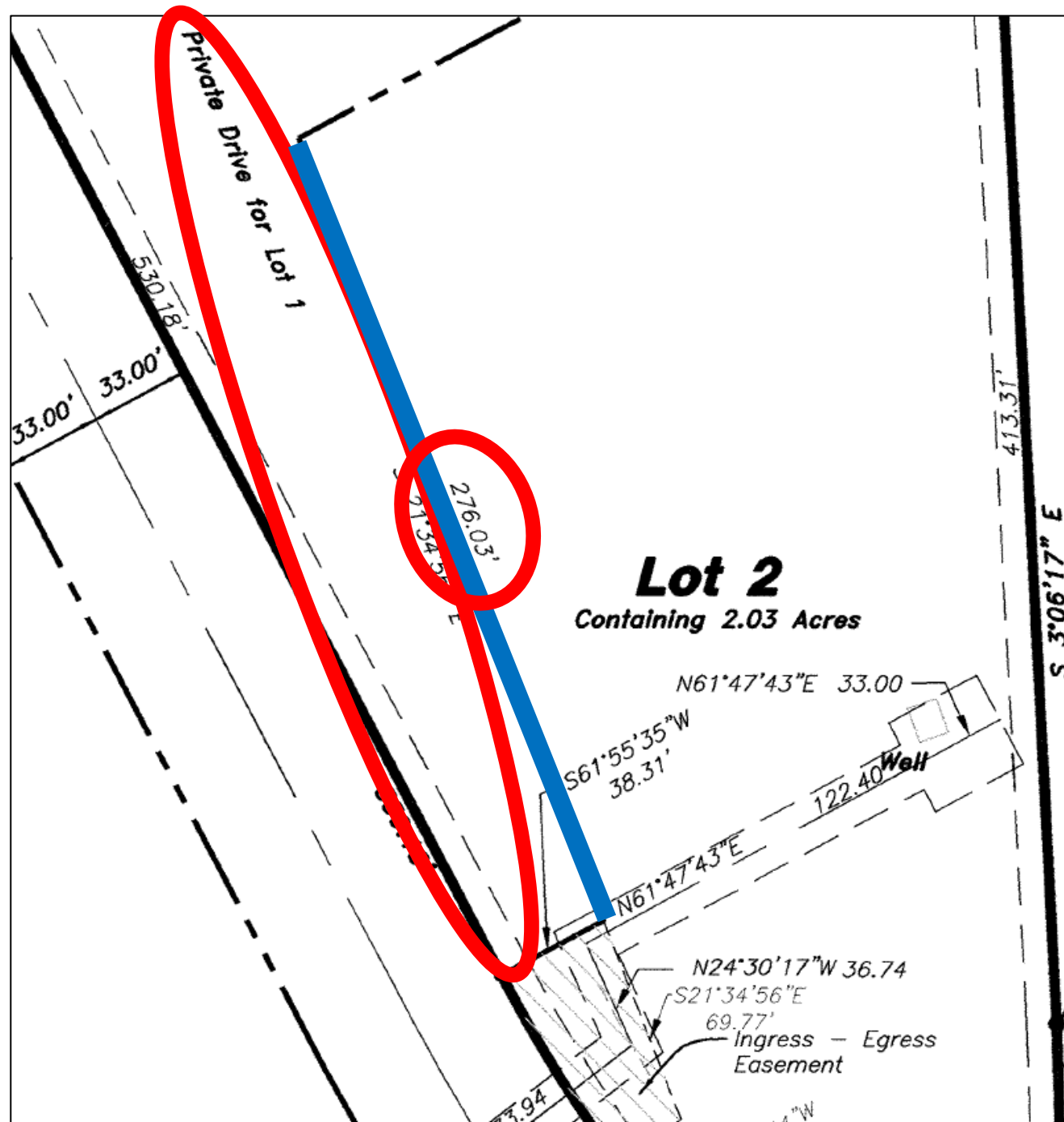
Vehicular access to Lot 2 is not possible without Lot 1.







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

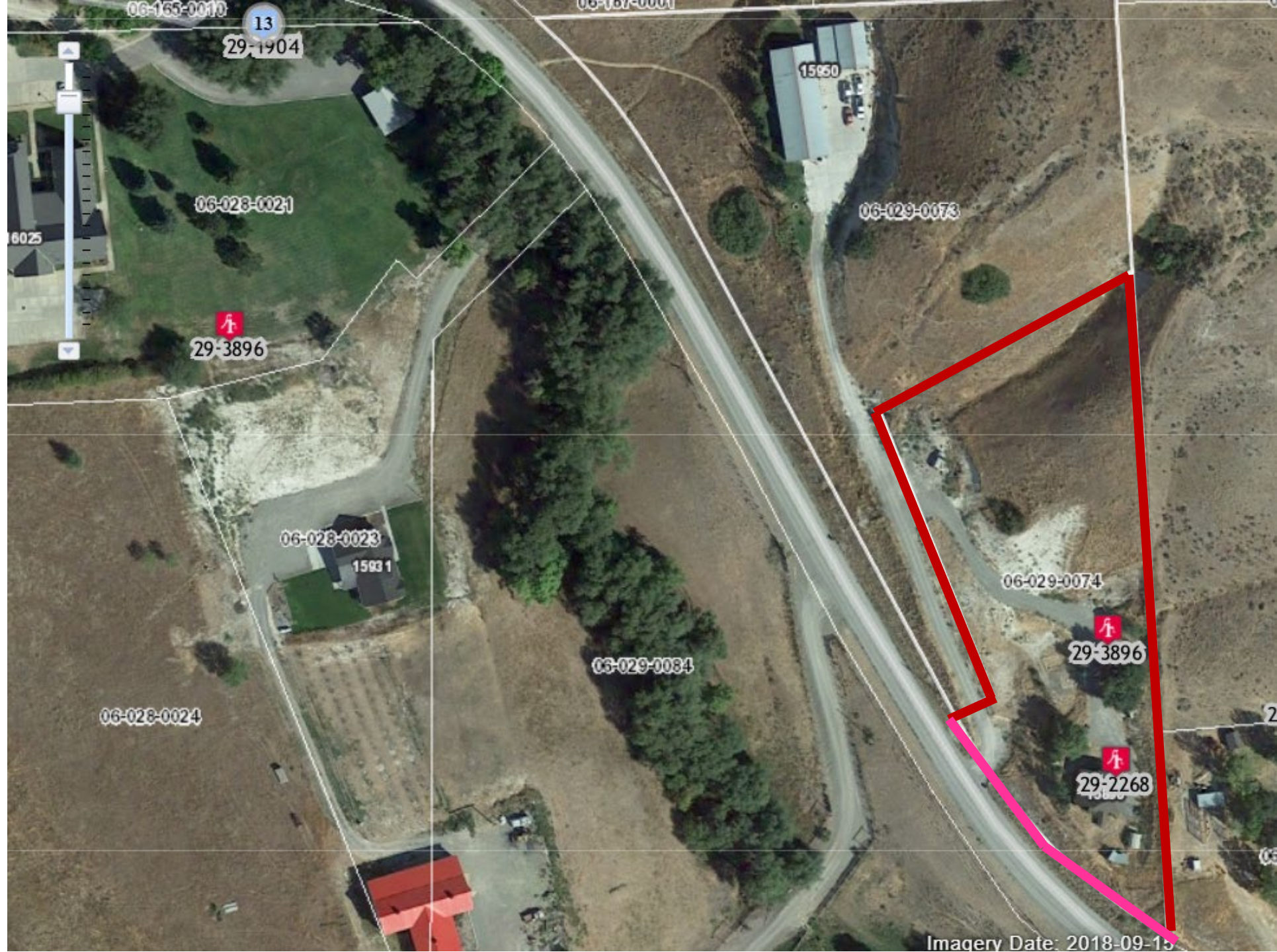
The Easement parcel is a portion of the above described parcel and is more particularly described
as follows:

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



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'

1299.6'

190.38

392.6

604.5

201.3

172.9

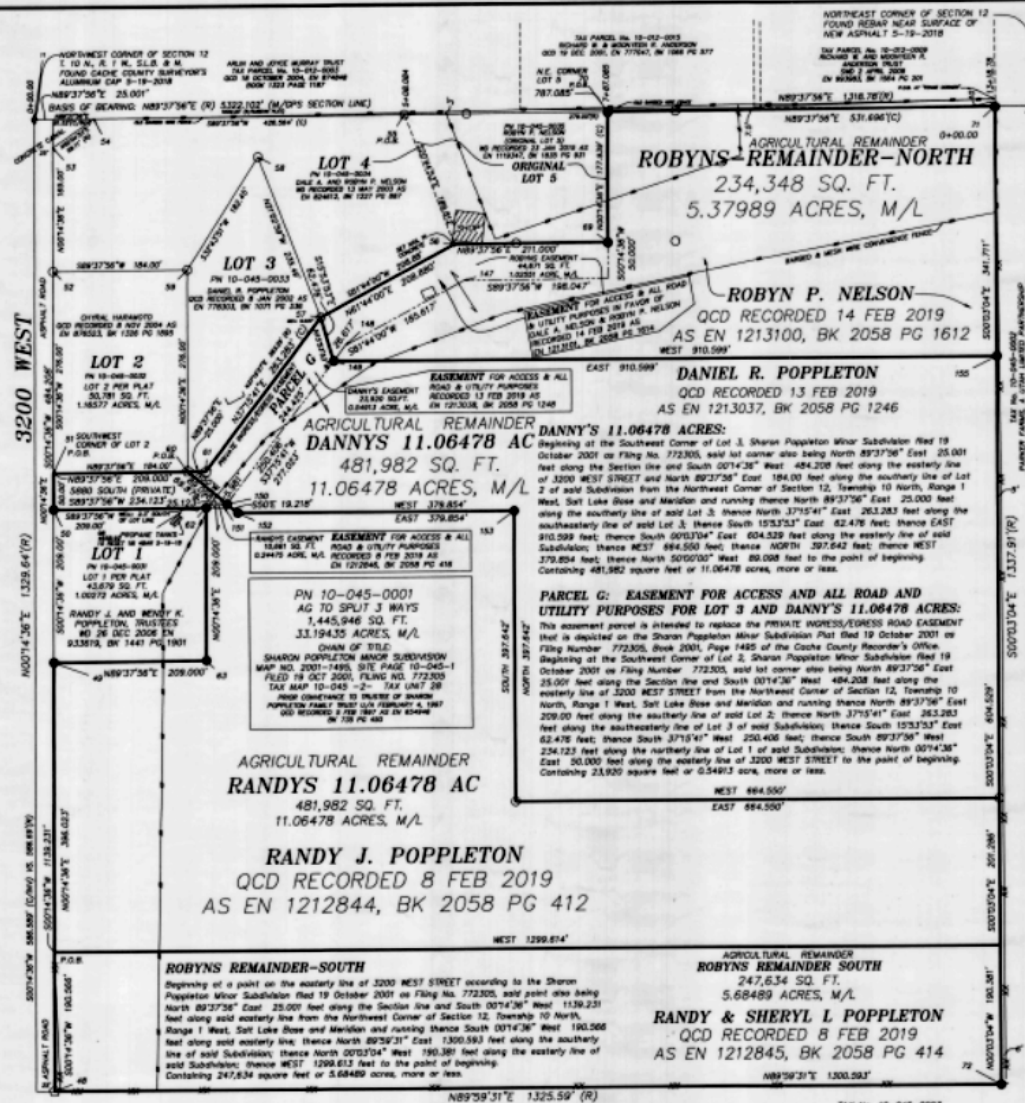
91.7

208.9' 211' 62.5'

209' 379.85'

209'

396.02'



ROBYNS-REMAINDER-NORTH

Beginning at the Northeast Corner of Lot 3, 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°14'36" West 484.208 feet along the easterly 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°37'36" East 25.001 feet along the easterly line of said Lot 2, thence North 37°15'41" East 263.283 feet along the southeasterly line of said Lot 3, thence South 15°53'33" East 62.476 feet; thence East 910.589 feet; thence South 0°03'04" East 604.329 feet along the easterly line of said Subdivision; thence West 694.550 feet; thence North 38°54'22" East 179.854 feet; thence North 50°03'04" West 80.008 feet 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 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°14'36" West 484.208 feet along the easterly 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°37'36" East 25.001 feet along the easterly line of said Lot 2, thence North 37°15'41" East 263.283 feet along the southeasterly line of said Lot 3, thence South 15°53'33" East 62.476 feet; thence East 910.589 feet; thence South 0°03'04" East 604.329 feet along the easterly line of said Subdivision; thence West 694.550 feet; thence North 38°54'22" East 179.854 feet; thence North 50°03'04" West 80.008 feet to the point of beginning. Containing 44,671 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°14'36" West 484.208 feet along the easterly 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°37'36" East 25.001 feet along the easterly line of said Lot 2, thence North 37°15'41" East 263.283 feet along the southeasterly line of said Lot 3, thence South 15°53'33" East 62.476 feet; thence East 910.589 feet; thence South 0°03'04" East 604.329 feet along the easterly line of said Subdivision; thence West 694.550 feet; thence North 38°54'22" East 179.854 feet; thence North 50°03'04" West 80.008 feet 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°14'36" West 484.208 feet along the easterly 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°37'36" East 25.001 feet along the easterly line of said Lot 2, thence North 37°15'41" East 263.283 feet along the southeasterly line of said Lot 3, thence South 15°53'33" East 62.476 feet; thence East 910.589 feet; thence South 0°03'04" East 604.329 feet along the easterly line of said Subdivision; thence West 694.550 feet; thence North 38°54'22" East 179.854 feet; thence North 50°03'04" West 80.008 feet to the point of beginning. Containing 10,661 square feet or 0.24479 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 lands. Grantors shall be responsible for a prorated share of any and of costs of customary annual maintenance such as mow grading, weeding of gravel, snow removal, etc. The respective corner 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 lands within the calendar year during which time said costs were incurred. As the need for maintenance arises, each lot owner shall have an opportunity 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 amount of liability with respect to personal injury or property damage in connection with the access easements. Each of the Lot Owners agree to indemnify the others from any and all liability for injury to 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 easement(s).

SURVEYOR'S CERTIFICATE

I, Joseph Don 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 adjustments 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 their attorney John Luty and a lot line schematic depiction dated 6-27-18 and amendments thereto. The basis of bearing of this survey is along the section line as shown herein.

NOTES:

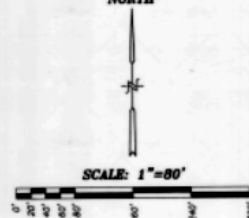
- The information herein is subject to and conditional upon easements, rights-of-way, covenants, conditions, agreements, obligations, restrictions of record, historical use, and according to the exceptions as detailed by the grant records and title insurance policies which are hereby made a part of this survey. This survey is subject to any facts, conflicts or discrepancies which would be dictated by the details of a current 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, adjacent and/or concrete easement. Therefore, owners, contractors, builders and excavators 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 environmental 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.
- ADJACENT DESIGNATION: The parcels shown herein have been created with the understanding that these parcels are subject to State Forward Assessment Act provisions and that it shall be the responsibility of the property owner(s) to determine and comply with the regulations of said Act and other pertinent Cache County regulations.

Copyright 2019

LEGEND: Typical abbreviations are:

- 156...indicates a point identification number, typical.
- ...indicates a 65 rubber and 2" diameter flat aluminum cap stamped.
- PLS 153200 RICHARDSON SURVEYING, INC. seal for boundary monument.
- ...indicates a 65 rubber and plastic cap seal for boundary monument, stamped PLS 153200 RICHARDSON SURVEYING, INC.
- ...indicates a released spike seal for boundary monument.
- (C)...indicates a calculation of this survey.
- (D)...indicates a dead dimension.
- (M)...indicates a measurement of this survey.
- (P)...indicates a public agency record dimension.
- M/L...more or less.
- XX...indicates an existing fence.

NORTH



RICHARDSON SURVEYING, INC.
3448 SOUTH 100 WEST
BOUNTIFUL, UTAH 84010
(801) 298-1815
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

REV.1: JUNE 5, 2019: ADD VESTING DATA

DRAWING No.
759-POPPLETON-S12-T10N-R1W.dwg
DATE:
DECEMBER 1, 2018

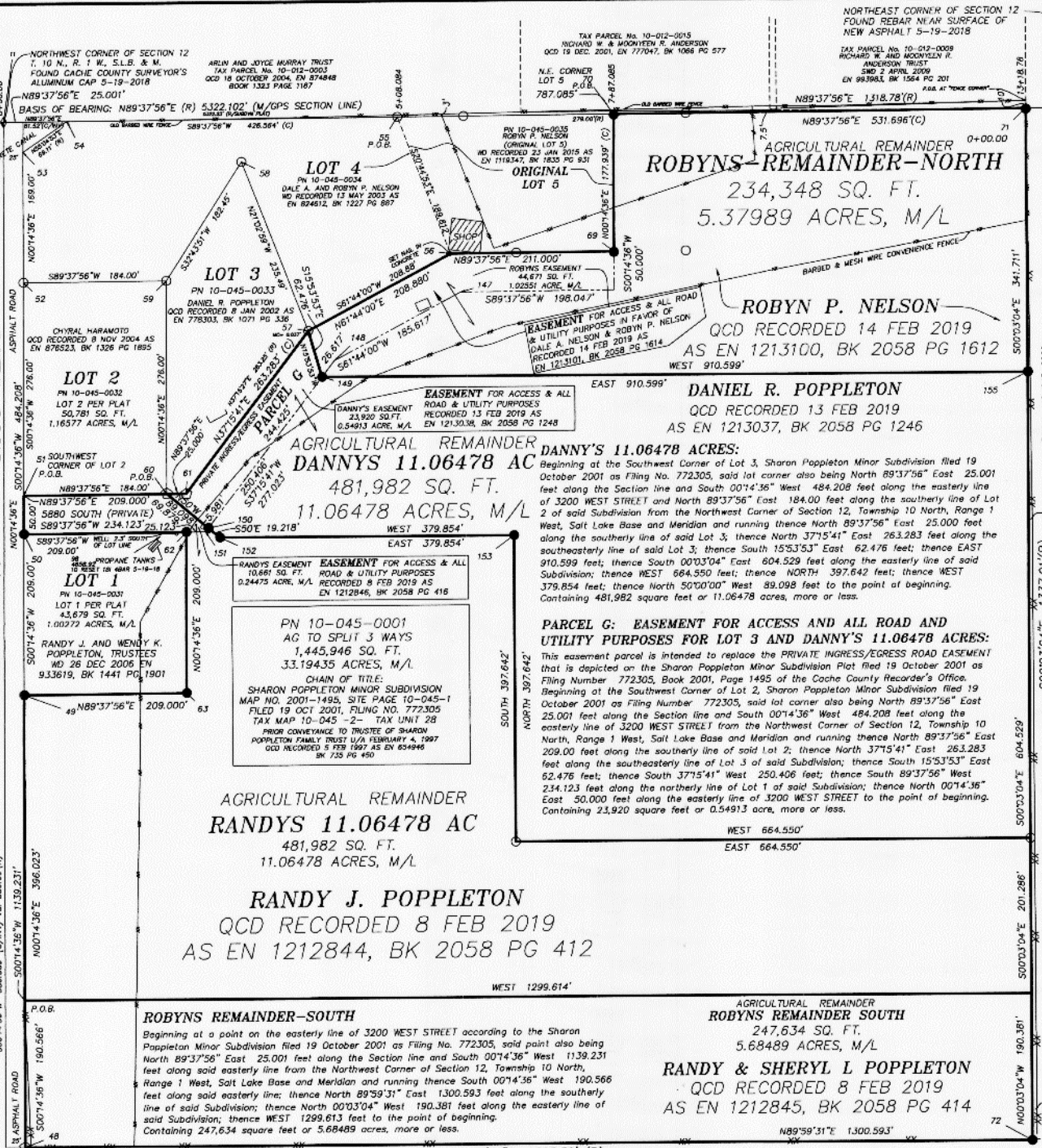
RECORD OF SURVEY MAP
AGRICULTURAL PARCEL ADJUSTMENTS
SHARON POPPLETON MINOR SUBDIVISION

3200 WEST

1329.64' (R)

586.56' (C/NV) VS. 586.69' (R)

5007.31' (W)



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' 25.123'

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

98 PROpane TANKS
10 RESET 181 4BAR 5-19-18

LOT 3

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

PARCEL G

N37°15'41"E 263.283' (R)
N37°15'41"E 263.283' (C)
N89°37'56"E 25.000'
PRIVATE INGRESS/EGRESS EASEMENT
244.425'

RANDY'S EASEMENT
10.661 SQ. FT.

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

EASEMENT FOR ACCESS & ALL
ROAD & UTILITY PURPOSES

SET NAIL IN
CONCRETE 56

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

DANNY'S EASEMENT
23,920 SQ. FT.
0.54913 ACRE, M/L

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

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

WEST 379.854'

EAST 379.854'

153

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.

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.

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.

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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
 - 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?

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

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>
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Easement Types

Avigation
View Easement

Solar/Right to Light
Access/Ingress-Egress

Utility/Communication
Conservation/preservation

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
 - 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>

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?