



W3076630

When recorded return to:
John W. Hansen
5730 SOUTH 1475 EAST
#200
OGDEN, UTAH 84403

E# 3076630 PG 1 OF 7
Leann H. Kilts, WEBER COUNTY RECORDER
14-Aug-20 0949 AM FEE \$40.00 DEP KL
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
ELECTRONICALLY RECORDED

TEMPORARY EASEMENT GRANT
INGRESS, EGRESS, UTILITIES & CONSTRUCTION

For the sum of ten dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned:

Double OTT Ranch, L.L.C., a Utah Limited Liability Company,
and
Ken Crockett, Kyle Crockett, Mark Koehler and John W. Hansen

as Grantor, does hereby grant, convey and transfer unto :

North Ogden City, a Municipal Corporation

as Grantee, a **TEMPORARY** and **EXCLUSIVE** Easement Estate, which runs, on, over, across and beneath, a portion of real property owned by the Grantors, located in Weber County, State of Utah. The real property owned by the Grantor is described by survey and by dedication plat as follows:

All of Lot 1 and the Remainder Parcel of Patriot Point Subdivision, Phase "A",
recorded with the Weber County Recorder of the State of Utah,
on May 4, 2020 as Entry Number 3051975 in Book 87 at Pages 63 & 64 of plats

Easement Estate is being conveyed for the following uses:

1. The right of ingress and egress, for pedestrian and vehicular traffic, on, over and across the a portion of the real property described herein and depicted in general on the attached plat map which identifies proposed 150 East Street, the Subject Property.
2. Installation of public utilities, including but not limited to storm drain, sewer lines and equipment .
3. Preparation and construction of a right of way, to be dedicated at a future time identified as 150 East Street, the extension of 2225 North Street, Northward to 2550 Street.

The Easement Grant, conveyed herein, is subject to and predicated upon the following which are the obligation of the Grantee to fulfill and complete:

1. Grantee shall create the final design of 150 East Street from the extension of 2225 North Street, Northward to 2550 North Street, the general location of which is identified on map attached and identified as Exhibit "A".

2. Grantee shall install the storm drain on the location proposed as 150 East, the general location of which is from the extension of 2225 North Street, Northward to 2550 North. The discharge from the storm drain flows both to the North and to the South, within the boundaries of proposed 150 East Street, generally disclosed on Exhibit "A", from the extension of 2225 North Street and Northward to 2550 North Street.
3. Grantee shall install the sewer main within the boundaries of proposed 150 East Street, generally disclosed on Exhibit "A", from the extension of 2225 North Street and Northward to 2550 North Street.
4. Grantee will improve proposed 150 East Street, generally disclosed on Exhibit "A", from the extension of 2225 North Street and Northward to 2550 North Street, in a manner which is consistent with existing road base standards of the City of North Ogden. Grantee is not required to install sidewalk or curb and gutter within the bounds of proposed 150 East Street.
5. Grantor and Grantee, understand the importance of mutual cooperation in the installation of various utilities and equipment within the Easement Estate. As such the Grantor and the Grantee agree, at all times possible, to work with the sub-contractor chosen to improve proposed 150 East Street, generally disclosed on Exhibit "A" from the extension of 2225 North Street and Northward to 2550 North Street, to mitigate and minimize the cost of the improvements made.
6. Grantor reserves the right, and the Grantee agrees, that the Grantor may install additional utilities within the bounds of proposed 150 East Street, generally disclosed on Exhibit "A" from the extension of 2225 North Street and Northward to 2550 North Street.
7. The easement estate will remain clear and open to allow access for emergency vehicles including but not limited to fire, medical and police related matters.
8. No materials will be stored on the easement estate other than materials and equipment required to install, maintain or service the easement estate and will only be stored on the easement estate during the time that the easement estate is being maintained, serviced or repaired.

The Easement Estate granted herein, shall inure to the benefit of the Grantor and Grantee, their successors and assigns and shall constitute a covenant running with the land for the benefit of the Grantor and the Grantee, their successors and assigns. The Easement Estate described and referenced to herein, may be modified, altered or more specifically defined from time to time. Any future modification, alteration or relocation of the easement estate will require the amendment or modification to be executed by both Grantor and Grantee.

The Easement Estate and the rights, obligations, and responsibilities of the Grantor, in and to the Easement Estate will terminate at such time that the real property owned by the Grantor as described herein, is dedicated as a subdivision according to the laws of North Ogden City, a Municipal Corporation in the State of Utah, and proposed 150 East Street, is dedicated as a Public Street, in the Dedication Plat filed by the Grantor, their successors or assigns, in the general location disclosed on Exhibit "A" from the extension of 2225 North Street and Northward to 2550 North Street.

This Easement Estate may be executed in counterpart, which when all counterparts are assemble will constitute a legal agreement, governed by the Laws of the State of Utah.

The undersigned have reviewed the terms, conditions, and stipulations of this Easement Grant. The undersigned approve the terms, conditions and stipulations of this Easement Grant and agree to be bound by the same.

Double OTT Ranch, L.L.C., a Utah Limited Liability Company

By: Orluff Opheim 8/13/2020
Orluff Opheim - Manager Date

Ken Crockett 8/13/2020
Ken Crockett Date

Kyle Crockett 8/13/2020
Kyle Crockett Date

Mark Koehler 8/13/2020
Mark Koehler Date

John W. Hansen 8-13-2020
John W. Hansen Date

North Ogden City, a Municipal Corporation

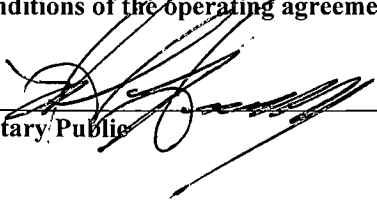
by: Cheryl Stoker Aug 13, 2020
Cheryl Stoker - Mayor Pro-Tem Date

Attest to:

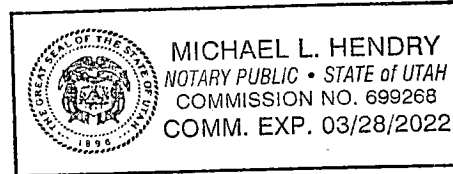
S. Annette Spendlove 13 Aug 2020
S. Annette Spendlove Date
North Ogden City Recorder
"Buyer"

State of Utah
County of Weber

On this the 13 day of ~~August~~ Aug 2020, Orluff Opheikens as Manager of Double OTT Ranch, L.L.C., a Utah Limited Liability Company, acknowledged to me, a Notary Public in the State of Utah, that this document was executed by him, in the capacity stated and in accordance with the terms and conditions of the operating agreement of the limited liability company.

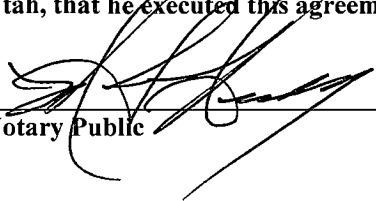


Notary Public

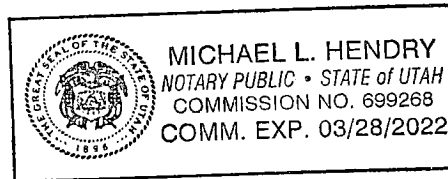


State of Utah
County of Weber

On this the 13 day of Aug. 2020, Ken Crockett, acknowledged to me, a Notary Public in the State of Utah, that he executed this agreement, on the stated date under no duress, express or implied.

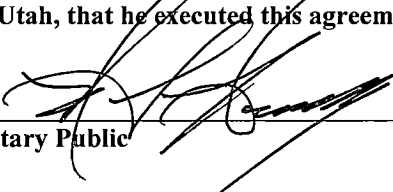


Notary Public

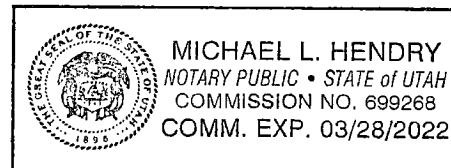


State of Utah
County of Weber

On this the 13 day of Aug- 2020, Kyle Crockett, acknowledged to me, a Notary Public in the State of Utah, that he executed this agreement, on the stated date under no duress, express or implied.

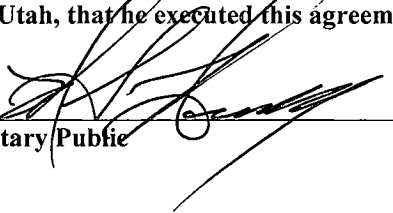


Notary Public

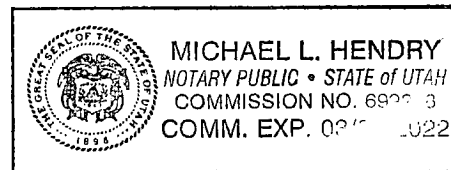


State of Utah
County of Weber

On this the 15 day of Aug 2020, Mark Koehler, acknowledged to me, a Notary Public in the State of Utah, that he executed this agreement, on the stated date under no duress, express or implied.

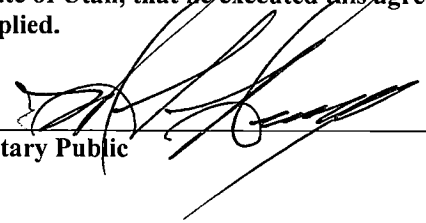


Notary Public

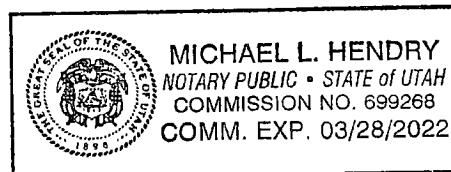


State of Utah
County of Weber

On this the 13 day of Aug 2020, John W. Hansen, acknowledged to me, a Notary Public in the State of Utah, that he executed this agreement, on the stated date under no duress, express or implied.



Notary Public



State of Utah
County of Weber

On this the *13* day of *August*, 2020, Cheryl Stoker and S. Annette Spendlove as the Mayor Pro-Tem and City Recorder, respectively of North Ogden City, a Municipal Corporation, acknowledged to me a Notary Public, in the State of Utah, that they executed this document, in the capacities stated and did so in accordance with a resolution passed by the city council of North Ogden City.



Notary Public

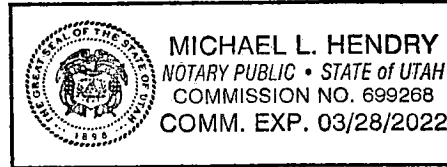


EXHIBIT "A"
PLAT OF GENERAL LOCATION OF
PROPOSED 150 EAST STREET

