



Date: September 20, 2021  
To: Weber County Board of County Commissioners  
From: Scott Mendoza  
Community Development Department  
Agenda Date: September 28, 2021  
Subject: **Request for approval and acceptance of a private utility easement granted by the State of Utah to Weber County**  
Attachments: A – Vicinity Map (Aerial Photo)  
B – Proposed Private Utility Easement and Exhibits

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**Summary:**

The Weber County Sheriff's Office, prior to the construction of Depot Drive, received utility-type services from utilities located in the old Sheriff's Complex driveway that provided access from 12<sup>th</sup> Street. Most utility services are now located in Depot Drive, with the exception of communication lines. See Attachment A for a vicinity map.

Recently, the Sheriff's Office tried to install a new communication line in an existing conduit located in the original driveway location, which is now part of property owned by the State of Utah. The contractor, hired to install the line, found that the conduit had been damaged during the construction of the Weber Valley Youth Center and was unusable. As a result, the contractor had to bore and place a conduit in a new location which was outside of an existing utility easement.

Because the original conduit was damaged during the Youth Center's construction, the State's Division of Facilities Construction and Management (DFCM) has agreed to grant an easement that allows for the installation and maintenance of a new conduit and communication line in a new location across State property. See Attachment B for the proposed private utility easement offered by the State of Utah.

## Attachment A



# Attachment B

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Tax ID No. 12-261-0001

When recorded, return to:  
Weber County Corporation  
c/o Community Development Department  
2380 Washington Blvd., Suite 250  
Ogden, Utah 84401

## GRANT OF EASEMENT

(Private Utility Easement)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, State of Utah, Division of Facilities Construction and Management, for and on behalf of the Department of Human Services, Division of Juvenile Justice Services ("Grantor") hereby conveys and grants to Weber County Corporation, a political subdivision of the State of Utah ("Grantee"), and its successors and assigns, the following easement (the "Easement"):

A perpetual private utility easement for the ownership, location, survey, installation, construction, operation, inspection, maintenance, repair, replacement, and removal of water, communication, and other utility lines and all related equipment and facilities (the "Utility Facilities") under and across the land of Grantor located in Weber County, State of Utah (the "Burdened Parcel"). The boundary of the Easement area is described in EXHIBIT A, an illustration of the Easement area is shown in EXHIBIT B, and the Burdened Parcel is described in EXHIBIT C, which exhibits are attached hereto and incorporated by reference herein.

This Easement is granted subject to the following rights, covenants, and restrictions:

1. In perpetuity, Grantee shall have the right to utilize the area within the described Easement boundary as shall be reasonably necessary in connection with Grantee's rights under this Easement. This right includes locating the Utility Facilities underground.
2. This Easement grants and conveys to Grantee the right of ingress and egress over and across the Burdened Parcel to access the Easement.
3. Grantee's construction and operational activities related to its use of the Easement shall be performed in compliance with all applicable requirements of governmental entities having jurisdiction.
4. Grantor reserves the right to use and enjoy the Burdened Parcel in any way that does not unreasonably obstruct or interfere with this Easement and Grantee's rights hereunder. The following conditions apply:
  - a. Grantor may install fences, grass, soil, shrubbery, bushes, flowers, other low level vegetation, sprinkler systems, irrigation systems, gravel, flat concrete, and asphalt anywhere on the Burdened Parcel, including within the Easement area, as long as those improvements, including the roots of any vegetation, do not contact the Utility Facilities or interfere with their function.
  - b. If Grantor places improvements on the Burdened Parcel that are listed in Section 4.a., but that contact the Utility Facilities or interfere with their function, then Grantor shall be responsible

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for the reasonable cost of eliminating the contact or interference. Upon receiving notice from Grantee of the contact or interference, Grantor may either eliminate the contact or interference or allow Grantee to do so, in which case Grantor will reimburse Grantee for the costs incurred by Grantee in doing so.

- c. If Grantor places improvements on the Burdened Parcel that are not listed in Section 4.a., and if those improvements interfere with Grantee's rights under this Easement, Grantor shall bear the risk of loss or damage to those improvements resulting from Grantee's reasonable exercise of its rights.
5. Grantee's rights shall be subject to the following conditions:
    - a. Unless immediate repair work is needed, Grantee shall give Grantor at least three days' written notice before entering the Burdened Parcel to perform work associated with the Utility Facilities.
    - b. Within a reasonable time following completion of construction or other work associated with the Utility Facilities, and subject to suitable weather and/or soil conditions, Grantee, at its expense, shall reasonably restore the surface of the area within the Burdened Parcel disturbed by Grantee, as near as practicable to its pre-disturbance condition. This obligation applies to improvements listed in Section 4.a., but not to other improvements, which are governed by Section 4.c. As an exception, the parties shall equally share any costs resulting from Grantee's reasonable exercise of its rights under this Easement, to the extent that those costs are caused by access needs near a storage building that Grantor placed on the Burdened Parcel, before this Easement was granted, within a pre-existing private utility easement.
  6. Except as stated in Sections 4 and 5, Grantee shall indemnify and hold Grantor harmless for any damage caused by Grantee's exercise of its rights under this Easement, and Grantor, to the fullest extent permitted by law, shall indemnify and hold Grantee harmless for any damage or liability arising from Grantor's interference with the Utility Facilities or Grantee's rights herein. If Grantee's exercise of its rights under this Easement causes any damage to Grantor's property, Grantee shall immediately notify Grantor, and the parties shall determine who is responsible to repair the damage and how it will be paid for, based on the terms of this Easement.
  7. The Easement and related rights granted hereunder create an equitable servitude on the Burdened Parcel and constitute a covenant running with the land, which shall be binding upon Grantor and Grantee and their respective legal representatives, successors-in-interest, and assigns.
  8. This Easement, and all rights, covenants, and restrictions set forth herein, may not be terminated, extended, modified, or amended without the consent of Grantor and Grantee, or their respective successors-in-interest, and any such termination, extension, modification, or amendment shall be effective only upon recordation, in the official records of Weber County, Utah, of a written document effecting the same, duly executed and acknowledged by Grantor and Grantee or their respective successors-in-interest.
  9. By accepting delivery of and recordation of this Grant of Easement, Grantee acknowledges and agrees with the terms and provisions hereof.

[The balance of this page was left blank intentionally – Signature pages and exhibits follow]

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## SIGNATURE PAGE FOR THE STATE OF UTAH

WITNESS the hand of Grantors as dated below:

GRANTOR: STATE OF UTAH

By:

Name: Lee Fairbourn

Title: Real Estate Manager

Dated: August 18, 2021

*Approved as to form and legality:*

By:

Name: Mike Kelley

Title: Assistant Attorney General

Dated: August 13, 2021

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SIGNATURE PAGE FOR WEBER COUNTY

GRANTEE: WEBER COUNTY

By: \_\_\_\_\_

James H. "Jim" Harvey, Chair, Board of County Commissioners

Date: \_\_\_\_\_

Commissioner Froerer voted \_\_\_\_\_  
Commissioner Jenkins voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_

ACKNOWLEDGED BEFORE ME:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

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## EXHIBIT A

### Easement Area Description:

A PERPETUAL EASEMENT 10 FEET IN WIDTH BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

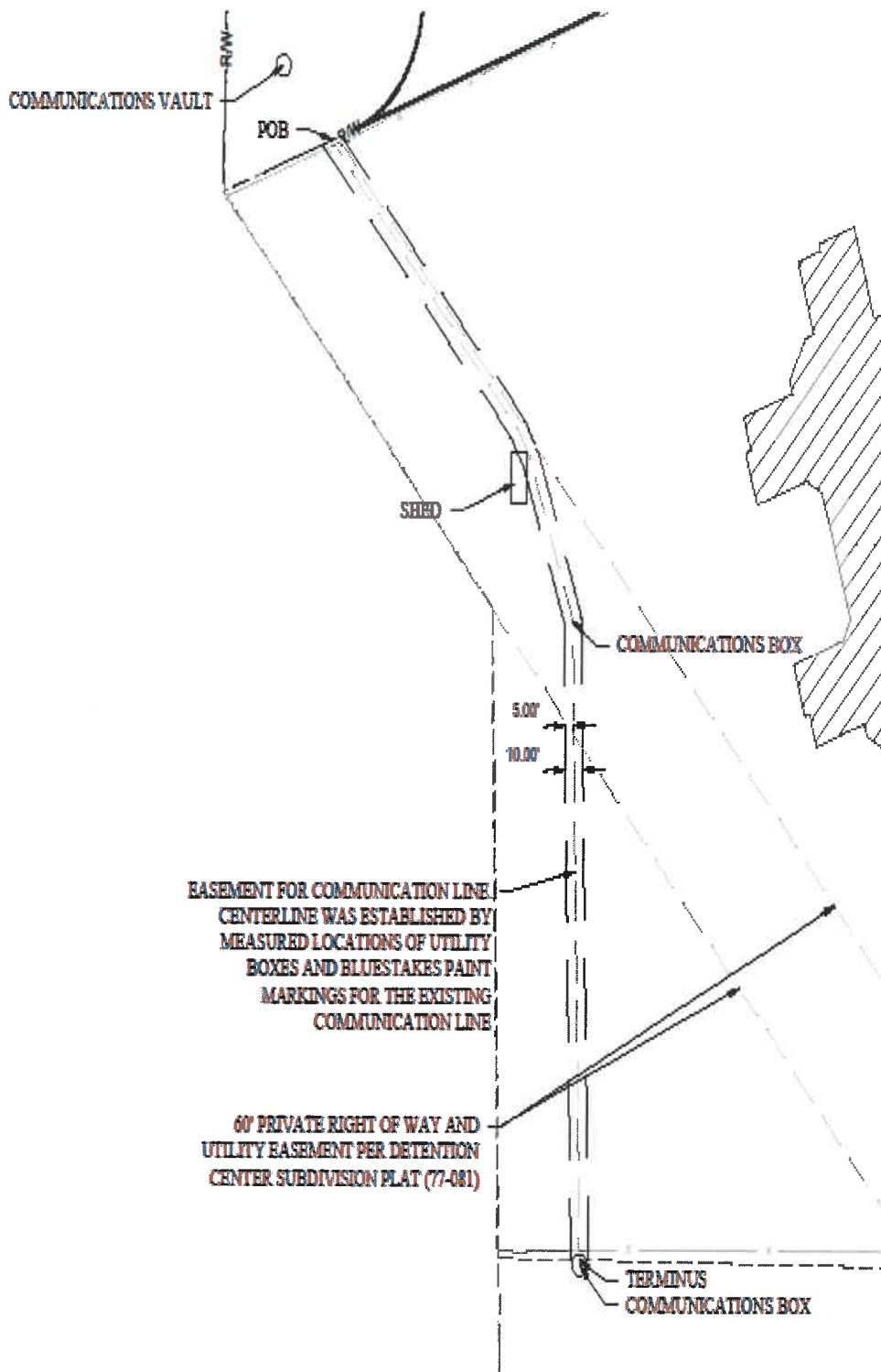
BEGINNING AT A POINT ON THE NORTH LINE OF THE GRANTOR'S PROPERTY, LOT 1 DETENTION CENTER SUBDIVISION (77-81), 63.60 FEET N 72°01'55" E FROM THE NW CORNER OF SAID LOT 1; AND RUNNING THENCE S 44°04'41" E 152.06 FEET; THENCE S 32°23'34" E 15.18 FEET; THENCE S 21°47'01" E 64.50 FEET TO A COMMUNICATIONS BOX; THENCE S 01°20'42" E 242.28 FEET TO TERMINUS ON SOUTH LINE OF GRANTOR'S PROPERTY, FROM WHICH THE SW CORNER OF SAID LOT 1 LIES 46.03 FEET N 89°09'56" W.

CONTAINS 474.03 LINEAR FEET.

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## EXHIBIT B





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## EXHIBIT C

### Burdened Parcel Description:

ALL OF LOT 1, DETENTION CENTER SUBDIVISION, WEBER COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF. TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS OVER AND ACROSS THE 60 FOOT EASEMENT ALONG THE WEST SIDE OF LOT 2 OF DETENTION CENTER SUBDIVISION, AS IS DISCLOSED ON THE RECORDED DEDICATION PLAT RECORDED IN THE OFFICE OF THE WEBER COUNTY RECORDER ON JULY 16, 2015 AS ENTRY NUMBER 2747868.