

Date: June 12th, 2020
To: Weber County Board of Commissioners
From: Scott Mendoza
Community Development Department
Agenda Date: June 23rd, 2020
Subject: **Request for approval of a utility easement granted to CenturyLink for the relocation of communication lines in the Weber Center's east parking lot.**
Exhibits: A – Easement

Summary:

As part of the Weber Center parking structure demolition project many utilities will need to be relocated or terminated. CenturyLink has agreed to terminate its existing communication line that runs along the east side of the parking structure and relocate it so that it runs along the outer perimeter of the Weber Center's east parking lot. This work is intended to clear the communication line away from the parking structure's east retaining wall so that demolition and horizontal soil anchoring of a new wall can safely take place.

Recommendation:

The new location of CenturyLink's communication line requires a new easement; therefore, it is recommended that the easement be approved.

When recorded, return to:
CenturyLink
100 CenturyLink Dr, 3TCW087.2
Monre, LA 71203
Tax ID No.: 01-027-0002

GRANT OF EASEMENT

(Utility Easement)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Weber Center Condominium Association, also known as Weber Center Owners Association, and Weber County (collectively, "GRANTORS") hereby convey and grant to Qwest Corporation d/b/a CenturyLink QC, ("GRANTEE"), and its successors and assigns, the following easement (the "Easement"):

A utility easement for the installation and perpetual ownership, location, survey, construction, operation, inspection, maintenance, repair, replacement, and removal of communication lines and all related equipment and facilities (the "Utility Facilities") under, across, and on certain land of Grantors (the "Burdened Parcels") located in Weber County, State of Utah. The Easement boundary is described in EXHIBIT A, and an approximate illustration of the boundary is shown in EXHIBIT B, which 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. 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.
3. This Easement grants and conveys to Grantee the right of ingress and egress over and across the Burdened Parcels to access the Easement.
4. Within a reasonable time following completion of construction or other work associated with the Utility Facilities within the Easement boundary, and subject to suitable weather and/or soil conditions, Grantee, at its expense, shall reasonably restore the surface of the area within the Burdened Parcels disturbed by Grantee, as near as practicable to its pre-disturbance condition, reasonable wear and tear excepted.
5. Grantors reserve the right to use and enjoy the Burdened Parcels, subject to this Easement and Grantee's rights hereunder, so long as Grantors shall not take any action which would unreasonably obstruct or interfere in any way with Grantee's rights to the use of the Easement and Grantee's rights of ingress or egress as herein set forth.
6. The Easement and related rights granted hereunder create an equitable servitude on the Burdened Parcels and constitute a covenant running with the land, which shall be binding upon Grantors and Grantee and their respective legal representatives, successors-in-interest, and assigns.
7. As to each of the Burdened Parcels, this Easement, and all rights, covenants, and restrictions set forth herein, may not be terminated, extended, modified, or amended without the consent of the applicable Grantor and the 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 the applicable Grantor and the Grantee or their respective successors-in-interest.

8. Grantors warrant that Grantors are the owners of the Easement and will defend title to the Easement against all claims.
9. By accepting delivery of and recordation of this Grant of Easement, Grantee acknowledges and agrees with the terms and provisions hereof.

WITNESS the hand of Grantors as dated below:

GRANTOR: BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By: _____

Gage Froerer, Chair

Date: _____

Commissioner Froerer voted _____
 Commissioner Harvey voted _____
 Commissioner Jenkins voted _____

ACKNOWLEDGED BEFORE ME:

 Ricky Hatch, CPA
 Weber County Clerk/Auditor

GRANTOR: WEBER CENTER CONDOMINIUM ASSOCIATION, ALSO KNOWN AS WEBER CENTER OWNERS ASSOCIATION

By: _____

_____, President and member of the Condominium Management Committee

Date: _____

And

By: _____

_____, Secretary and member of the Condominium Management Committee

Date: _____

STATE OF UTAH)
 : ss. County of Weber)

On this ____ day of _____, 20____, personally appeared before me, the undersigned Notary Public, _____ and, being by me duly sworn, acknowledged to me that he/she is the president of the Weber Center Owners Association and a member of the Condominium Management Committee and that he/she signed the above instrument freely, voluntarily, and with proper authority on behalf of the Weber Center Owners Association for the purposes described herein.

Seal:

Notary Public
Residing at:
My commission expires:

STATE OF UTAH)
: ss. County of Weber)

On this ____ day of _____, 20____, personally appeared before me, the undersigned Notary Public, _____ and, being by me duly sworn, acknowledged to me that he/she is the secretary of the Weber Center Owners Association and a member of the Condominium Management Committee and that he/she signed the above instrument freely, voluntarily, and with proper authority on behalf of the Weber Center Owners Association for the purposes described herein.

Seal:

Notary Public
Residing at:
My commission expires:

GRANTEE: QWEST CORPORATION D/B/A CENTURYLINK QC

By: [Signature]
Print name and title: Kevin Ellington, ROW Agent - NRE
Date: 6/11/2020

STATE OF Louisiana)
: ss. Parish of Ouachita)

On this 11th day of June, 2020, personally appeared before me, the undersigned Notary Public, Kevin Ellington and, being by me duly sworn, acknowledged to me that he/she holds the title of ROW Agent - NRE of Qwest Corporation d/b/a CenturyLink QC and that he/she signed the above instrument freely, voluntarily, and with proper authority on behalf of Qwest Corporation d/b/a CenturyLink QC for the purposes described herein.

Seal:

[Signature]
Notary Public
Residing at: Ouachita Parish
My commission expires: with life
143678
Nicholas Richardson



**EXHIBIT A
EASEMENT DESCRIPTION**

AN EASEMENT 10 FEET IN WIDTH OVER PART OF TWO PARCELS OF LAND LOCATED WITHIN LOTS 1, 2, 4, 9, AND 10 OF BLOCK 31 OGDEN CITY SURVEY WHICH LIES WITHIN THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING APPROXIMATELY 5 FEET NORTH OF A UTILITY POLE ON THE EAST LINE OF PARCEL 01-027-0002 AS DEFINED BY THE MEASURED DIMENSIONS SHOWN ON RECORD OF SURVEY 3439 ON FILE IN THE WEBER COUNTY SURVEYOR'S OFFICE, SAID POINT BEING 438.15 FEET SOUTH 00°58'28" WEST ALONG THE MONUMENT LINE OF ADAMS AVENUE, AND 214.88 FEET WEST FROM THE OGDEN CITY MONUMENT AT THE INTERSECTION OF ADAMS AVENUE AND 23RD STREET; AND RUNNING THENCE SOUTH 00°58'21" WEST 271.32 FEET ALONG SAID EAST LINE TO A POINT ON THE SOUTH LINE OF SAID PARCEL; THENCE NORTH 89°02'15" WEST 166.94 FEET ALONG SAID SOUTH LINE TO A POINT ON THE WEST LINE OF SAID PARCEL; THENCE NORTH 00°58'14" EAST 10.00 FEET ALONG SAID WEST LINE; THENCE SOUTH 89°02'15" EAST 156.94 FEET; THENCE NORTH 00°58'21" EAST 252.15 FEET TO A POINT APPROXIMATELY 10 FEET SOUTHWESTERLY OF THE UTILITY POLE NEAR THE POINT OF BEGINNING; THENCE NORTH 84°04'22" WEST 172.33 FEET TO A POINT APPROXIMATELY 5 FEET SOUTHWESTERLY OF A COMMUNICATIONS MANHOLE; THENCE NORTH 14°18'24" WEST 125.45 FEET TO A POINT APPROXIMATELY 5 FEET WEST OF A UTILITY POLE ON THE WESTERLY LINE OF PARCEL 01-027-0028 AS DEFINED BY SAID SURVEY 3439; THENCE SOUTH 89°02'19" EAST 10.37 FEET ALONG SAID WESTERLY LINE TO A POINT APPROXIMATELY 5 FEET EAST OF SAID UTILITY POLE; THENCE SOUTH 14°18'24" EAST 115.75 FEET TO A POINT APPROXIMATELY 5 FEET NORTHEASTERLY OF SAID COMMUNICATIONS MANHOLE; THENCE SOUTH 84°04'22" EAST 174.52 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 7,177 SQUARE FEET, OR 0.165 ACRES.





01-027-0028
WEBER COUNTY

10' EASEMENT
APPROXIMATE DEED LINE

01-027-0002
WEBER CENTER
CONDOMINIUM ASSOCIATION

10' EASEMENT



EXHIBIT B
EASEMENT EXHIBIT



2380 Washington Blvd. Suite
370 Ogden, Utah 84401
PHONE: (801) 399-8020
FAX: (801) 399-8316