



Weber County

REAL ESTATE PURCHASE CONTRACT

Project Name: Little Weber Cutoff
Property Address: 455 North 5900 West, Ogden, Utah
Tax Id: 10-034-0030 and -0031
Project Location: 455 North 5900 West, Ogden, Utah
Owner/Grantor: Pegasus Investment Holdings LLC & GARY L. NIELSEN Trustee of THE GARY L. NIELSEN REVOCABLE TRUST dated the 19th day of July, 1999
Grantee: Weber County

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Pegasus Investment Holdings LLC and GARY L. NIELSEN Trustee of THE GARY L. NIELSEN REVOCABLE TRUST dated the 19th day of July, 1999 ("Owner") agrees to sell to Weber County ("the County") the Subject Property described below for Transportation Purposes,¹ and the County and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is described in Exhibit A & Exhibit B, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The County shall pay and Owner accepts \$156,100 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **Owner acknowledges receiving payment for the following cost to cure items: 22 pine trees and irrigation to new landscaping in the amount of \$36,000 which is included in the total purchase price.**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and the County have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the County under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the County, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.


Grantor's Initials



Weber County

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4.2 Fees/Costs.

(a) **Escrow Fees.** The County agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) **Title Insurance.** If the County elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the County harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the County in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

Owner acknowledges receiving payment for the following improvements: 6 pine trees in the amount of \$9,000, which is included in the total purchase price.



Grantor's Initials



WEBER COUNTY

Weber County REAL ESTATE PURCHASE CONTRACT

Project Name: Little Weber Cutoff

Property Address: 455 North 5900 West, Ogden, Utah

Tax Id: 10-034-0030 and -0031

Project Location: 455 North 5900 West, Ogden, Utah

Owner/Grantor: Pegasus Investment Holdings LLC & GARY L. NIELSEN Trustee of THE GARY L. NIELSEN REVOCABLE TRUST dated the 19th day of July, 1999

Grantee: Weber County

SIGNATURE PAGE TO WEBER COUNTY REAL ESTATE PURCHASE CONTRACT

Authorized Signature(s):

100%		9-1-22		9-1-22
	Pegasus Investment Holdings LLC	Date	GARY L. NIELSEN Trustee of THE GARY L. NIELSEN REVOCABLE TRUST	Date

WEBER COUNTY

Local Government Authority

Date


Grantor's Initials



Weber County

REAL ESTATE PURCHASE CONTRACT

Project Name: Little Weber Cutoff

Property Address: 455 North 5900 West, Ogden, Utah

Tax Id: 10-034-0030 and -0031

Project Location: 455 North 5900 West, Ogden, Utah

Owner/Grantor: Pegasus Investment Holdings LLC & GARY L. NIELSEN Trustee of THE GARY L. NIELSEN REVOCABLE TRUST dated the 19th day of July, 1999

Grantee: Weber County

Exhibit A & Exhibit B (Attach conveyance documents)



Grantor's Initials

EXHIBIT "A"

PERPETUAL EASEMENT LEGAL DESCRIPTION

PEGASUS INVESTMENT

This legal description describes a portion of land, situate in the Southeast Quarter (SE 1/4) of Section 12, Township 6 North, Range 3 West, Salt Lake Base and Meridian, and is described as follows:

Commencing at a found brass cap at the Southeast Corner of Section 12, thence North 00°46'11" East 966.48 feet along the east line of the Southeast Quarter (SE 1/4) of said section 12; thence West 22.87 feet to the East Property Line of PEGASUS INVESTMENTS LP, said point also being on the West Right-of-Way line of 5900 West Street and the **Point of Beginning**;

Thence departing said west right-of-way line South 89° 49' 29" West 32.95 feet to the beginning of a non-tangent curve, thence westerly 65.12 feet along said curve to the left, having a radius of 234.02 feet (to which the radius bears South 01°16' 29" West) with a central angle of 15° 56' 36", chord bears South 83° 18' 11" West 64.91feet; thence South 75° 55' 14" West 351.19 feet to the beginning of a non-tangent curve, thence westerly 57.14 feet along said curve to the right, having a radius of 244.10 feet (to which the radius bears North 14°38' 44" West) with a central angle of 13° 24' 46", chord bears South 82°03' 39" West 57.01feet; thence South 89° 58' 58" West 325.78 feet to the beginning of a non-tangent curve, thence northwesterly 50.59 feet along said curve to the right, having a radius of 66.50 feet (to which the radius bears North) with a central angle of 43° 35' 15", chord bears North 68°12' 22" West 49.38 feet; thence North 46° 25' 00" West 35.73feet; thence South 88° 09' 52" West 37.41 feet; thence North 08° 14' 13" East 84.52 feet; thence South 52° 45' 03" East 74.93 feet to the beginning of a non-tangent curve, thence northeasterly 73.64 feet along said curve to the right, having a radius of 101.69 feet (to which the radius bears South 41°27'11" East) with a central angle of 41° 29' 37", chord bears North 69°17' 37" East 72.04 feet; thence South 89° 37' 49" East 3.53 feet; thence South 00° 32' 30" East 39.15 feet to the beginning of a curve, thence southeasterly 23.42 feet along said curve to the left, having a radius of 15.00 feet with a central angle of 89° 28' 18", chord bears South 45°16' 39" East 21.12 feet; thence North 89° 59' 12" East 273.60 feet to the beginning of a non-tangent curve, thence northeasterly 45.51 feet along said curve to the left, having a radius of 173.03 feet (to which the radius bears North 00°16'27" West) with a central angle of 15° 04' 07", chord bears North 82°11' 29" East 45.38 feet; thence North 75° 42' 04" East 14.75 feet; thence North 75° 54' 52" East 349.90 feet to the beginning of a non-tangent curve, thence easterly 56.61 feet along said curve to the right, having a radius of 235.00 feet (to which the radius bears South 13°48'09" East) with a central angle of 13° 48' 09", chord bears North 83°05' 55" East 56.47 feet; thence East 44.04 feet to a point on said west right-of-way line; thence along said west right-of-way line South 01° 03' 42" West 52.26 feet to the **Point of Beginning**.

The above-described portion contains 52,906 square feet or 1.21 acres in area.

BASIS OF BEARING

North 00°46'11" East, being the bearing of the section line between found section corner monuments at the Southeast Corner and the East Quarter (E 1/4) of Section 12, Township 6 North, Range 3 West, Salt Lake Base and Meridian.

End of description.

Tyler Jenkins, PLS
Professional Land Surveyor
Utah License No. 4938730

EXHIBIT B

A PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY. BASIS OF BEARING BEING SOUTH 00°46'14" WEST A DISTANCE OF 2,644.97 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 12, TO THE SOUTHEAST CORNER OF SAID SECTION 12:

AN STRIP OF LAND 20.00 FEET WIDE, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE BOUNDARY LINE OF THE PERPETUAL EASEMENT DESCRIBED ABOVE BY EXHIBIT A, SAID POINT BEING NORTH 42°12'33" WEST A DISTANCE OF 1,282.73 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 12; RUNNING THENCE ALONG A LINE PARALLEL TO AND EVERYWHERE 10.00 FEET PERPENDICULARLY DISTANT FROM, AND ON THE NORTHERLY SIDE OF, A PORTION OF THE BOUNDARY LINE DESCRIBED BY THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NUMBER 3215393 IN THE OFFICE OF THE WEBER COUNTY RECORDER, THE FOLLOWING THREE (3) COURSES: (1) NORTHERLY 35.05 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET (RADIUS BEARS NORTH 76°52'32" WEST) WITH A CENTRAL ANGLE OF 66°56'42", CHORD BEARS NORTH 20°20'53" WEST 33.09 FEET; (2) NORTH 53°48'45" WEST A DISTANCE OF 46.52 FEET TO THE BEGINNING OF A CURVE; (3) NORTHWESTERLY 94.00 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 215.00 FEET (RADIUS BEARS NORTH 36°11'16" EAST) WITH A CENTRAL ANGLE OF 25°03'04", CHORD BEARS NORTH 41°17'12" WEST 93.26' TO A POINT ON THE BOUNDARY OF SAID WARRANTY DEED; THENCE CONTINUING NORTHERLY ALONG SAID 215.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 8.09 FEET, (RADIUS BEARS NORTH 61°14'20" EAST) WITH A CENTRAL ANGLE OF 02°09'19", CHORD BEARS NORTH 27°41'00" WEST 8.09 FEET, TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY 47.94 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 76.88 FEET (RADIUS BEARS SOUTH 63°23'39" WEST) WITH A CENTRAL ANGLE OF 35°43'42", CHORD BEARS NORTH 44°28'12" WEST 47.17 FEET; THENCE NORTH 62°20'02" WEST A DISTANCE OF 64.84 FEET TO THE BEGINNING OF A CURVE; THENCE NORTHWESTERLY 10.16 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 76.88 FEET (RADIUS BEARS NORTH 27°39'58" EAST) WITH A CENTRAL ANGLE OF 07°34'06", CHORD BEARS NORTH 58°32'59" WEST 10.15 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY 245.09 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,825.37 FEET (RADIUS BEARS NORTH 35°14'04" EAST) WITH A CENTRAL ANGLE OF 07°41'35", CHORD BEARS NORTH 50°55'09" WEST 244.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY 92.44 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 76.88 FEET (RADIUS BEARS SOUTH 42°55'39" WEST) WITH A CENTRAL ANGLE OF 68°53'10", CHORD BEARS NORTH 81°30'56" WEST 86.97 FEET; THENCE SOUTH 64°02'29" WEST A DISTANCE OF 24.49 FEET, MORE OR LESS, TO A POINT ON THE BOUNDARY OF THAT CERTAIN PERPETUAL EASEMENT FOR FLOOD CONTROL AT WARREN CANAL RECORDED AS ENTRY NUMBER 2531482 IN THE OFFICE OF THE WEBER COUNTY RECORDER AND

THE POINT OF TERMINUS. THE BEARING AND DISTANCE FROM SAID POINT OF TERMINUS TO THE POINT OF BEGINNING BEING SOUTH 54°46'15" EAST A DISTANCE OF 626.34 FEET. THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE BEING 668.63 FEET.

THE ABOVE DESCRIBED PERPETUAL EASEMENT CONTAINS 13,372.5 SQUARE FEET OR 0.307 ACRE, MORE OR LESS.

NOTE: ROTATE BEARINGS OF EXHIBIT A BY 00°00'03" TO MATCH BEARINGS OF EXHIBIT B

When Recorded Mail to:
Weber County Engineer's Office
2380 Washington Blvd.
Ogden, Utah, 84401

PERPETUAL EASEMENT

Tax ID No(s). 10-034-0030
10-034-0031

Project Name. LITTLE WEBER CUTOFF

PEGASUS INVESTMENT HOLDINGS, LLC, AND GARY L. NIELSEN Trustee of **THE GARY L. NIELSEN REVOCABLE TRUST** dated the 19th day of July, 1999, GRANTOR(S), of Weber County, State of Utah, hereby Grant(s) and Convey(s) to **WEBER COUNTY**, a body corporate and politic of the State of Utah, GRANTEE, for good and valuable consideration, the receipt of which is hereby acknowledged, a perpetual easement under, over and across the following described property for purposes of construction, operation, maintenance, inspection, cleaning, repair and alteration of a road, and canal, to access drainage facilities and flood control structures and appurtenances thereof, for a Weber County project known as Project Little Weber Cutoff to wit:

see *EXHIBIT A* and *EXHIBIT B*

Witness the hand of said Grantor(s) this 1 day of September, 20 22



(PEGASUS INVESTMENT HOLDINGS, LLC), Grantor

AND



(GARY L. NIELSEN, Trustee of THE GARY L. NIELSEN REVOCABLE TRUST, dated the 19th day of July 1999), Grantor

STATE OF UTAH)
 :ss
COUNTY OF WEBER)

On this 1 day of September, in the year 20 22, before me,
Nadia Bakr, a notary public personally appeared
Gary L. Nielsen, signer of the foregoing instrument, who proved on the
basis of satisfactory evidence to be the person whose name is subscribed to this instrument, did
say that (he/she) is a Member of **PEGASUS INVESTMENT HOLDINGS, LLC**, a Utah

limited liability company, and that this instrument was signed by (him/her) in behalf of said limited liability company and by its authority, and duly acknowledged to me that said company executed the same:

AND

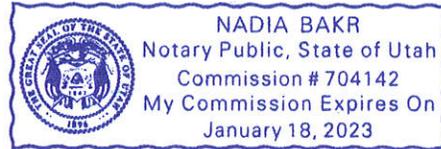
On this 1 day of September, in the year 20 22, before me,
Nadia Bakr, a notary public personally appeared **GARY L. NIELSEN**, Trustee of **THE GARY L. NIELSEN REVOCABLE TRUST** dated the 19th day of July 1999, signer(s) of the foregoing instrument, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, did say that (he/she/they) (is/are) the trustee(s) of said trust and that this instrument was signed by (him/her/them) in behalf of said trust and by its authority, and duly acknowledged to me that said trust executed the same.

Witness my hand and official seal.

Nadia Bakr

Notary Public

My Commission Expires:



SEAL

Acceptance by Board of County
Commissioners of Weber County
Chair, Weber County Commission

Attest:
Ricky Hatch
Weber County Clerk Auditor



WEBER COUNTY

SETTLEMENT INVOICE

Fee Simple - Total Acquisition

Project Name: Little Weber Cutoff

Property Address: 455 North 5900 West, Ogden, Utah Tax Id: 10-034-0031 and -0034

Project Location: 455 North 5900 West, Ogden, Utah

Owner/Grantor: Pegasus Investment Holdings LLC & GARY L. NIELSON Trustee of THE GARY L. NIELSEN REVOCABLE TRUST dated the 19th day of July, 1999

Grantee: Weber County

Contact Address: 455 North 5900 West Ogden, UT 84404

		Total Acquisition Amount:	\$156,100.00
Participating Amount:	\$156,100.00	Less	
Non Participating Amount:	\$0.00	Net Amount to be released at Closing:	\$156,100.00

* Security Deposit to be held as per contract pending inspection by Property Management.

Special Conditions: Closing to take place at Lincoln Title.

FOR Weber County

Nadia Bakr

8-2-2022

Nadia Bakr Consultant) / Right of Way Acquisition Agent

Date

County Commission

Date



Weber County Parcel Search

2380 Washington Blvd Ogden, Utah

Weber County Home - Parcel Search - Interactive Maps

Print this page

Current Taxes	Ownership Info	Tax History	Property Characteristics	Delinquent Taxes
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<--Back to Search
<--Back to Search Results

Make a Payment Online!



Property Tax Summary

Year: to View Prior Year

New parcel has no tax record, please check Ownership Info.

Please Be Aware:

- Information Posting Timeline:** Current year tax information will be posted on this screen as it becomes available. Ownership information will be posted in the Spring, property values will be posted in June and tax amounts due will be posted in mid-October.
- Prior-Year Data Is Frozen:** If you use the 'View Prior Year' screen, the prior year information is frozen for illustration purposes to show the year end's status for the year you choose. This includes the 'balance' due amount.
- Delinquent Taxes:** If current year taxes are not paid by November 30th, they are delinquent as of December 1st and will show as a balance due below. This delinquent balance will not be transferred to the 'Delinquent Taxes' screen (see pull-down menu item above) until February 1st of next year. Please click on the 'Delinquent Taxes' menu at the top of this page for all other up-to-date 'delinquent tax' information.

Parcel Nbr: 10-034-0031

Tax Area:

Today: 07/21/2022

Property Owner & Address (1/1/)

Market

Taxable

X

Rate

Please click on "Ownership Info Tab" above for address information

Net Assessment Charge

-

Loan Company:

Total Direct

-

Penalty Charge

-

Sub Total

-

Total Payments

-

Balance

\$0.00

No Record of Past Delinquent Tax History

Current Tax Detail

Direct Charges

Type	Description	Amount	Status
------	-------------	--------	--------

Payments

Pay Date	Payee	Amount	Status
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Tax Status

Please Contact Treasurer for more Info
801-399-8454



Weber County Parcel Search

2380 Washington Blvd Ogden, Utah

Weber County Home - Parcel Search - Interactive Maps

Print this page

Current Taxes	Ownership Info	Tax History	Property Characteristics	Delinquent Taxes
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<--Back to Search
 <--Back to Search Results

Make a Payment Online!



Property Tax Summary

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Parcel Nbr: 10-034-0030

Tax Area:

Today: 07/21/2022

Property Owner & Address (1/1/)

Market

Taxable

X

Rate

Please click on "Ownership Info Tab" above for address information

Net Assessment Charge

-

Total Direct

-

Penalty Charge

-

Sub Total

-

Total Payments

-

Balance

\$0.00

Loan Company:

No Record of Past Delinquent Tax History

Current Tax Detail

Direct Charges

Type	Description	Amount	Status
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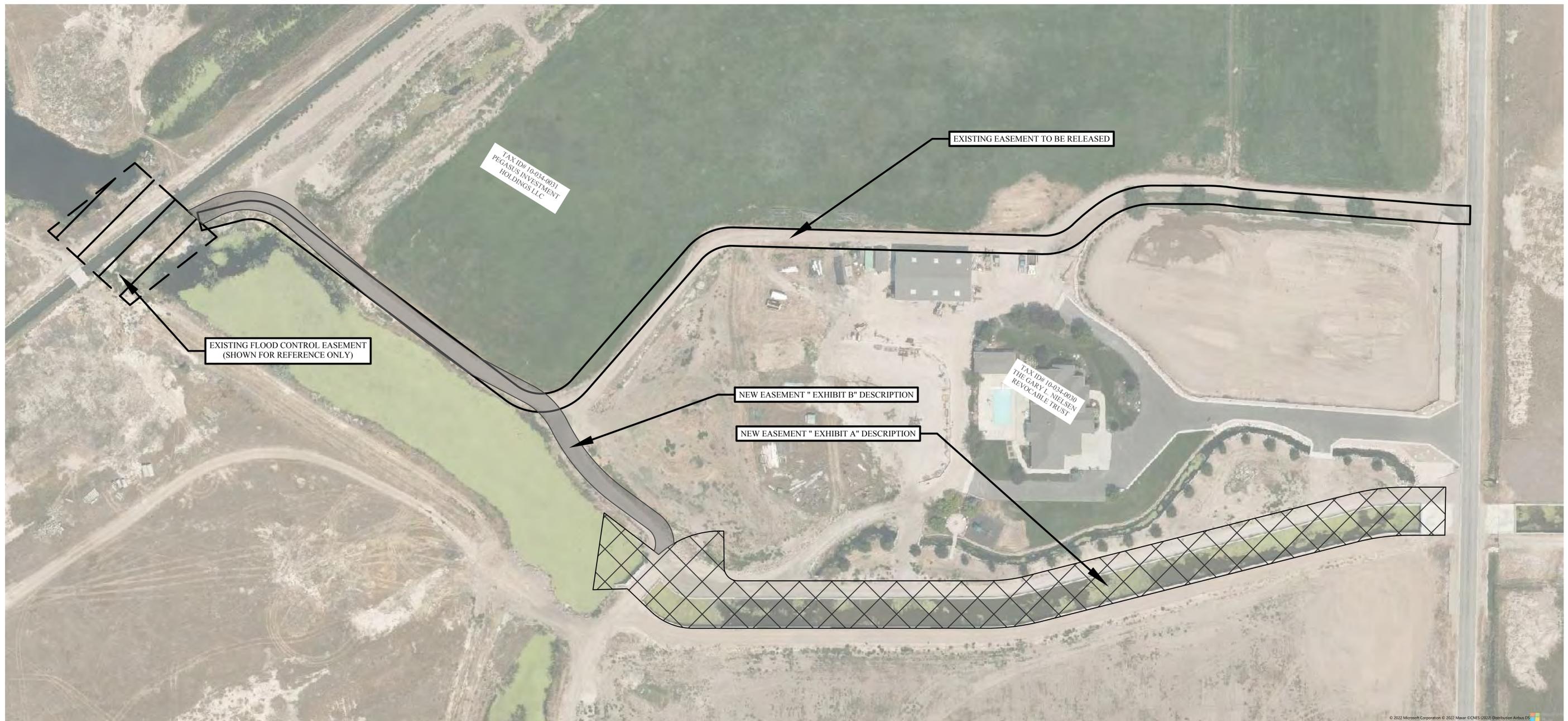
Payments

Pay Date	Payee	Amount	Status
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Tax Status

Please Contact Treasurer for more Info
 801-399-8454

LITTLE WEBER CUTOFF EASEMENT(S) EXHIBIT



LEGEND

	EXISTING PERPETUAL EASEMENT FROM ENTRY #2536186 (TO BE RELEASED)
	EXISTING FLOOD CONTROL EASEMENT FROM ENTRY #2531482 (FOR REFERENCE ONLY)
	NEW EASEMENT CREATED BY EXHIBIT A (DESCRIPTION BY REDCON ENGINEERING)
	NEW EASEMENT CREATED BY EXHIBIT B (DESCRIPTION BY WEBER COUNTY SURVEYOR)

AREA SUMMARY ESTIMATE

AREA TO BE VACATED FROM EXISTING EASEMENT	= 30,610 SQ. FT. OR 0.703 ACRE
AREA TO BE CREATED BY EXHIBIT A EASEMENT	= 52,906 SQ. FT. OR 1.215 ACRE
AREA TO BE CREATED BY EXHIBIT B EASEMENT	= 13,372 SQ. FT. OR 0.307 ACRE

GENERAL NOTES:

1. ALL LINES SHOWN ARE FOR REFERENCE ONLY AND ARE NOT SURVEY GRADE.
2. AERIAL IMAGERY IS APPROXIMATE AND FOR REFERENCE ONLY.
3. THIS MAP IS AN EXHIBIT ONLY AND IS NOT INTENDED FOR DESIGN OR CONSTRUCTION.
4. THIS MAP MAKES NO CLAIM AND IS NOT INTENDED TO IDENTIFY ANY PROPERTY BOUNDARIES.



NO SCALE

SHEET NO:

1/1

LITTLE WEBER CUTOFF EASEMENT EXHIBIT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN.



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

SURVEYED BY: THIS MAP IS NOT A SURVEY		DRAWN BY: J. MATTHEWS	
PREPARED FOR: WEBER COUNTY ENGINEERING			
REVISIONS			
No.	DATE	BY	REVISION
1	5/06/2022	JM	1.0

S:\Projects\Engineering\Projects\2022\0404_Little_Weber_Canal_Easement\DWG\CLV_Little_Weber_Canal_Easement.dwg, May 06, 2022, 2:24pm

When Recorded Mail to:
Weber County Engineer's Office
2380 Washington Blvd.
Ogden, Utah, 84401

RELEASE OF EASEMENT

Tax ID No(s). 10-034-0031

10-034-0030

Pin No. NA

Project Name. LITTLE WEBER CUTOFF

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, Weber County has hereby forever remised, released and relinquished all that certain easement interest created and established by that certain instrument recorded August 2, 2011 as entry number 2536186 in the Weber County Recorder's Office as defined therein as attached within Exhibit A.

IN WITNESS WHEREOF, the chair of the Weber County Commission has been duly authorized to execute this release of easement in a public regular commission meeting this ____ day of _____, 20 ____.

Acceptance by Board of County
Commissioners of Weber County
Chair, Weber County Commission

Attest:
Ricky Hatch
Weber County Clerk Auditor

EXHIBIT A

WHEN RECORDED, RETURN TO:
WEBER COUNTY SURVEYOR'S OFFICE



W2536186

EN 2536186 PG 1 OF 3
ERNEST D ROWLEY, WEBER COUNTY RECORDER
02-AUG-11 1153 AM FEE \$4.00 DEP JKC
REC FOR: WEBER COUNTY

10-034-0009

PERMANENT EASEMENT
Partnership

Tax Serial No. 10-034-0009

Pegasus Investments L.P., a Utah limited partnership, GRANTOR, of Weber County, State of Utah, hereby Grant(s) and Convey(s) to WEBER COUNTY, a body corporate and politic of the State of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a permanent easement under, over and across the following described property for purposes of construction, operation, maintenance, inspection, cleaning, repair and alteration of a road to access drainage facilities and flood control structures and appurtenances thereof, for a Weber County project known as Project EWP Warren Canal Project 2011 to wit:

(SEE EXHIBIT "A")

IN WITNESS WHEREOF, said Pegasus Investments L.P.
has caused this instrument to be executed by its proper officers hereunto duly authorized,
this 2 day of July, 2011.

Pegasus Investments L.P.
Name of Partnership
[Signature]

STATE OF UTAH)
) ss.
COUNTY OF)

On the date first above written personally appeared before me Gary Nielsen
and _____ who being by me duly sworn and affirmed, did say that
he/she/they is/are operating manager of Pegasus Investments L.P., a Utah Limited
Partnership, and that the foregoing instrument was signed in behalf of said partnership by authority
thereof, and said Gary Nielsen and _____
acknowledged to me that he/she/they, as operating manager, executed the same in
the name of the partnership.

WITNESS my hand and official stamp the date in this certificate first above written:

My Commission Expires: 08-19-2013

[Signature] 08/02/11
Notary Public

Residing in: Weber County, Utah

Prepared by _____, Weber County, July 27, 2011



EXHIBIT A

(Continued)

EH 2536186 PG 2 OF 3

EXHIBIT "A"

Permanent Access Road Easement

A permanent access road easement situated in the Southeast Quarter of Section 12, Township 6 North, Range 3 West, Salt Lake Base and Meridian, Weber County, Utah being 10 feet on each side of the following described centerline:

Beginning at a point in the northeasterly line of the permanent easement described in the Permanent Easement document recorded as Entry No. 2531484 in the Weber County Recorder's Office which is South $00^{\circ}46'09''$ West 1,337.84 feet along the monumented section line and West 1,386.15 feet from the Weber County monument marking the East Quarter corner of said Section 12;

thence North $75^{\circ}49'46''$ East 44.02 feet to a point of curvature with a 55.00 foot radius curve to the right;

thence easterly 48.92 feet along the arc of said curve (chord bears South $78^{\circ}41'16''$ East 47.33 feet) having a central angle of $50^{\circ}57'56''$;

thence South $53^{\circ}12'18''$ East 313.02 feet to a point of curvature with a 55.00 foot radius curve to the left;

thence easterly 82.09 feet along the arc of said curve (chord bears North $84^{\circ}02'11''$ East 74.68 feet) having a central angle of $85^{\circ}31'02''$;

thence North $41^{\circ}16'40''$ East 190.46 feet to a point of curvature with a 55.00 foot curve to the right;

thence northeasterly 48.24 feet along the arc of said curve (chord bears North $66^{\circ}24'12''$ East 46.71 feet) having a central angle of $50^{\circ}15'02''$;

thence South $88^{\circ}28'18''$ East 338.22 feet to a point of curvature with a 55.00 foot radius curve to the left;

thence northeasterly 43.45 feet along the arc of said curve (chord bears North $68^{\circ}53'47''$ East 42.33 feet) having a central angle of $45^{\circ}15'52''$ to a point of reverse curvature with a 233.00 foot radius curve to the right;

thence northeasterly 35.79 feet along the arc of said curve (chord bears North $50^{\circ}39'51''$ East 35.75 feet) having a central angle of $08^{\circ}48'00''$ to a point of compound curvature with a 92.00 foot radius curve to the right;

thence easterly 56.42 feet along the arc of said curve (chord bears North $72^{\circ}38'00''$ East 55.54 feet) having a central angle of $35^{\circ}08'17''$;

thence South $89^{\circ}47'53''$ East 57.33 feet to the point of curvature with a 200.00 foot radius curve to the right;

thence 23.13 feet along the arc of said curve (chord bears South $86^{\circ}29'07''$ East 23.11 feet) having a central angle of $06^{\circ}37'31''$;

thence South $83^{\circ}10'22''$ East 16.93 feet to the point of curvature with a 200.00 foot radius curve to the left;

thence easterly 8.31 feet along the arc of said curve (chord bears South $84^{\circ}21'49''$ East 8.31 feet) having a central angle of $02^{\circ}22'54''$;

thence South $85^{\circ}33'16''$ East 208.58 feet to a point of curvature with a 500.00 foot radius curve to the left;

thence easterly 29.68 feet along the arc of said curve (chord bears South $87^{\circ}15'18''$ East 29.68 feet) having a central angle of $03^{\circ}24'05''$;

thence South $88^{\circ}57'21''$ East 2.44 feet to the easterly line of said Section 12 being the point of terminus.

EXCEPTING therefrom any portion within the 16.5 foot strip deeded to Weber County in that Warranty Deed recorded in Book 50, Page 282, Weber County recorder's office.

The above described permanent access road easement contains 30,610 square feet in area, or 0.7026 acre, more or less.

It is intended that this description will follow the alignment of the proposed access road, however, actual final construction location may differ and will constitute final alignment of this description.

Prepared by _____, Weber County, July 27, 2011

