

Date: June 15<sup>th</sup>, 2020  
To: Weber County Board of Commissioners  
From: Scott Mendoza  
Community Development Department  
Agenda Date: June 23<sup>rd</sup>, 2020  
Subject: **Grant of a temporary construction activity easement by P.C. Thomas Investment Co. L.C. to Weber County for the Weber Center parking structure project.**  
Exhibits: A – Easement

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**Summary:**

The attached easement, that you're being asked to accept, is being granted to Weber County by P.C. Thomas Investment Company L.C. who owns property immediately north of the Weber Center parking structure. The intent of the easement is to grant the County and its contractors the right to temporarily occupy and use the southernmost twenty feet of the Thomas' property during the Weber Center parking structure project.

By accepting the easement, the County will agree to limit the use of the property to construction activities that may take place through December 1<sup>st</sup>, 2020; access the easement area through the County's property only; comply with all applicable requirements of governmental authorities having jurisdiction; and after construction is over, restore the easement area back to its "pre-disturbed" condition.

In exchange for the easement and until the easement area is restored, the County will also agree to reserve and provide the Thomas' with four parking spaces in the County's existing north (lower) parking lot that is accessed off of Washington Blvd. and located in the Weber Center's "Common Area B."

There is no cost associated with the county accepting the easement.

**Recommendation:**

Accept the temporary construction activity easement due to the County's possible need to temporarily use the area described in Exhibit B of the easement.

When recorded, return to:  
Weber County Community Development  
444 24<sup>th</sup> Street  
Ogden, Utah 84401  
Tax ID No.: 01-027-0024

## **GRANT OF EASEMENT**

(Temporary Construction Activity Easement)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, P.C. Thomas Investment Co. L.C. (“GRANTOR”) hereby conveys and grants to Weber County, a political subdivision of the State of Utah (“GRANTEE”), and its successors and assigns, the following easement (the “Easement”):

A temporary construction activity easement allowing for Weber County personnel, including its hired consultants, representatives, and contractors, to enter upon and occupy land of the Grantor, located in Weber County, State of Utah, for construction purposes. The parcel subject to the Easement (the “Burdened Parcel”) and the Easement boundary are described in EXHIBIT A and EXHIBIT B respectively, which are attached hereto and incorporated by reference herein.

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

1. On a temporary basis, not to go beyond December 1<sup>st</sup>, 2020, Grantee shall have the right to utilize the area within the described Easement boundary as shall be reasonably necessary to prepare for and complete a construction project located on Grantee’s property.
2. Construction activities may include, but not necessarily be limited to, access, studying conditions, surveying, and temporarily occupying the area, within the described Easement boundary, with construction related equipment, materials, and facilities.
3. Access to the area, within the described Easement boundary, shall be from the Grantee’s own property and shall not be allowed over or across other land of the Grantor.
4. Grantee’s construction activities related to its use of the Easement shall be performed in compliance with all applicable requirements of governmental entities having jurisdiction.
5. Within a reasonable time following completion of construction or other work associated with the Easement, 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.
6. Grantee shall, through the duration of construction activity within the Easement boundary and until Grantee has restored the Burdened Parcel back to its pre-disturbance condition, grant access to, reserve, and provide the necessary signage intended to reserve, four (4) parking spaces for Grantor and its designees. These parking spaces shall be provided within the area designated as Common Area ‘B’ on the Record of Survey Map known as the Weber Center – A Condominium Project recorded as Entry #1461167 (Book 43, Page 99) in the official records of the Weber County Recorder.
7. Grantor reserves the right to use and enjoy the Burdened Parcel, subject to the rights, covenants, and restrictions described hereunder, so long as Grantor shall not take any action which would unreasonably obstruct or interfere in any way with Grantee’s rights to the use of the Easement.

8. 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.

9. 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.

10. 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 Grantor this 15 day of April, 2020

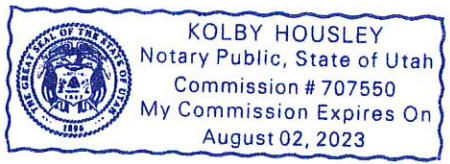
P.C. Thomas Investment Co. L.C.  
A Utah Limited Liability Company.  
GRANTOR: *[Signature]*  
Eric Thomas, Manager/Member

STATE OF UTAH )  
  : ss.  
County of Weber )

On this 15 day of April, 2020, personally appeared before me, the undersigned Notary Public, Kolby Housley and, being by me duly sworn, acknowledged to me that he/she is Eric Thomas of the company and that he/she signed the above instrument freely, voluntarily, and with proper authority on behalf of the company for the purposes described herein.

*[Signature]*  
Notary Public  
Residing at:  
My commission expires:

Seal:



BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By: \_\_\_\_\_  
Gage H. Froerer, Chair  
Date: \_\_\_\_\_

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

ACKNOWLEDGED BEFORE ME:  
  
\_\_\_\_\_  
Ricky Hatch, CPA/Weber County Clerk/Auditor

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PARCEL SUBJECT TO EASEMENT**

PART OF LOT 6, BLOCK 31, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: COMMENCING AT A POINT 227 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT, AND RUNNING THENCE EAST 31 FEET; THENCE SOUTH 8 RODS; THENCE WEST 31 FEET; THENCE NORTH 8 RODS TO THE PLACE OF BEGINNING. SUBJECT HOWEVER TO A RIGHT-OF-WAY OVER THE WEST 5 FEET OF THE ABOVE DESCRIBED REAL ESTATE. TOGETHER WITH ALL RIGHTS-OF-WAY APPURTENANT THERETO. PART OF LOT 5, BLOCK 31, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 227 FEET EAST FROM THE NORTHWEST CORNER OF SAID LOT 5, AND RUNNING THENCE EAST 34 FEET; THENCE SOUTH 108 FEET; THENCE EAST 32 FEET; THENCE SOUTH 24 FEET, TO THE SOUTH LINE OF LOT 5; THENCE WEST 66 FEET ALONG SAID SOUTH LINE OF LOT 5; THENCE NORTH 132 FEET TO THE POINT OF BEGINNING. SUBJECT TO A RIGHT-OF-WAY OVER THE WEST 6 FEET OF THE ABOVE DESCRIBED PROPERTY. TOGETHER WITH ALL RIGHTS-OF-WAY APPURTENANT THERETO. PART OF LOT 4, BLOCK 31, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 194 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 4, AND RUNNING THENCE NORTH 0D58' EAST 108 FEET; THENCE SOUTH 89D02' EAST TO EAST LINE OF WATER SECT; THENCE NORTHERLY ALONG THE EAST LINE OF THE WATER SECT, TO THE NORTH LINE OF SAID LOT; THENCE EAST 66 FEET, MORE OR LESS, TO A POINT 66 FEET WEST FROM THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 132 FEET TO THE SOUTH LINE OF SAID LOT; THENCE WEST 69 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. EXCEPTING FROM THE ABOVE DESCRIBED PARCEL OF LAND ANY PORTION THEREOF CONVEYED IN DEED RECORDED IN BOOK 44 OF DEEDS, PAGE 50 RECORDS OF WEBER COUNTY, UTAH.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF EASEMENT BOUNDARY**

PART OF LOT 4, BLOCK 31, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 4 194 FEET EAST ALONG THE SOUTH LINE OF SAID LOT 4, SAID POINT IS ALSO A POINT ON THE NORTH LINE OF THE WEBER CENTER CONDOMINIUM PROJECT (WEBER CENTER) AS RECORDED IN BOOK 43 PAGE 99 OF WEBER COUNTY RECORDS, SAID POINT IS ALSO THE SOUTHWEST CORNER OF PROPERTY CONVEYED TO P.C. THOMAS INVESTMENTS CO. L.C. BY ENTRY #2509419 OF SAID WEBER COUNTY RECORDS; THENCE S 89°02'17" E 69 FEET (EAST) ALONG THE SOUTH LINE OF SAID LOT 4, ALSO KNOWN AS THE NORTH LINE OF SAID WEBER CENTER, SAID LINE IS ALSO THE SOUTHERLY LINE OF SAID P.C. THOMAS INVESTMENTS PARCEL AS SHOWN IN SAID ENTRY #2509419 MORE OR LESS TO THE SOUTHEAST CORNER OF SAID P.C. THOMAS INVESTMENT PARCEL; THENCE N 0°58'09" E (NORTH) 20 FEET ALONG THE EAST LINE OF SAID P.C. THOMAS INVESTMENT PARCEL; THENCE N 89°02'17" W (WEST) 69 FEET ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID WEBER CENTER MORE OR LESS TO A POINT ON THE BOUNDARY OF SAID WEBER CENTER, SAID POINT IS ALSO ON THE WESTERLY LINE OF SAID P.C. THOMAS INVESTMENT PARCEL; THENCE S 0°58'09" W 20 FEET ALONG SAID WEBER CENTER, SAID LINE IS ALSO THE WESTERLY LINE OF SAID P.C. THOMAS INVESTMENT PARCEL MORE LESS TO THE POINT OF BEGINNING.

CONTAINS: 1,380 SQ. FT. OR 0.03 ACRES