



Department of Public Services
Water Utility Division
Kenton Moffett, P.E.
Manager

November 9, 2012



W2608087

RAY B. NELSON and SHARON H. NELSON
Trustees of The Ray B. Nelson and Sharon H. Nelson Revocable Trust
1574 East 4600 South
Ogden, Utah 84403

E# 2608087 PG 1 OF 10
ERNEST D ROWLEY, WEBER COUNTY RECORDER
29-NOV-12 251 PM FEE \$.00 DEP JKC
REC FOR: OGDEN CITY

RE: Property located at 4850 South and Skyline Drive
Ogden, Utah

Dear Ray and Sharon Nelson:

Offer to Acquire Easement

1. Ogden City, hereinafter referred to as the "City," has received an appraisal for a permanent easement on your land (land serial number 06-096-0012) located at about 4850 South and Skyline Drive in which it desires to install culinary water piping for its water system. The City has reviewed the appraisal and has determined what it believes to be the fair market value of a permanent and temporary easement interest.
2. The City herewith offers the Ray B. Nelson and Sharon H. Nelson Revocable Trust, hereinafter designated as the "Seller," the sum of Nineteen Thousand Five Hundred Dollars (\$19,500.00), as the aggregate purchase price for a twenty foot (20') wide permanent easement and a one-hundred twenty foot (120') wide temporary construction easement ("Easement Property"). Within the temporary construction easement, City will rough grade the future alignment of Skyline Drive in such a way that surface water shall run to the north. Any excess dirt from the grading will be placed in a mutually agreeable location on the west end of the subject parcel and made available for your use.
3. The centerline for the Easement Property is generally depicted by the green line on the map attached to this Offer. A final legal description is attached and establishes the actual location of the easements.
4. This offer is conditional upon your conveying by an easement deed to the City at the time of tender of the purchase price, a permanent and temporary easement in the Easement Property satisfactory to the City. A copy of the proposed easement is provided with this Offer. Your title to the property must be free and clear of all assessments, liens, or encumbrances of any sort, except for those which are shown to be exceptions for existing easements. The permanent easement shall be for the installation and operation of water utility infrastructure on the Easement Property, together with right of access to and upon the Easement Property to maintain, repair, and operate the water infrastructure. The easement shall be fully alienable to the City's successors, assigns, and designees.
5. The City shall provide two (2) valves, each with a blind flange, for future water line connections in the middle of the subject property, one facing east and the other west, and which shall be sufficient for an eight inch (8") water line. These points will be jointly agreed upon as the water infrastructure is designed and constructed.
6. The offering price is based upon the appraised value of the permanent easement together with any cost you may incur to relocate or remove trees within the perpetual and temporary easement areas and any other costs or loss you may incur as a result of the granting of the easements, including costs to modify your irrigation system before, during or after construction. It also includes an in-kind payment as described in paragraph 5 for the temporary construction easement.
7. The offering price does not include any tenant or leasehold interest in the property and assumes that no such interests exist.
8. The City will not commence construction prior to March 1, 2013, and construction will be completed no later than September 31, 2013, and shall repair any fence or section of fence affected by City's construction activity.

6

- 9. Please provide your response to this offer to Ogden City on or before the 16th day of November, 2012.
- 10. You may accept this "Offer to Acquire Easement" by signing the original and first copy of the Offer and easement agreement where your names are indicated, and by returning three copies by personal delivery or by deposit of a letter in the Post Office with prepaid postage addressed to Ogden City, 2549 Washington Boulevard, Suite 840, Ogden, Utah 84401, Attn: Ogden Water Utility Manager, on or before the expiration date. If written acceptance of this Offer is not timely made, Ogden City will assume that this Offer has been rejected and may proceed to acquire the property by condemnation suit as authorized by the laws of the State of Utah.

If you have further questions regarding this matter, please contact Kenton Moffett, Water Utility Manager at telephone number 629-8097.

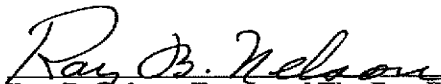
Sincerely,

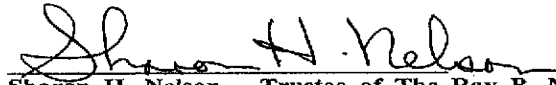
Michael P. Caldwell
Ogden City Mayor

The above Offer to Acquire Easements is accepted upon the terms and conditions as contained herein without exceptions by signing the original and first copy of the Offer to Acquire Easement and by returning both copies by personal delivery or by deposit in the Post Office with prepaid postage to Ogden City, 2549 Washington Boulevard, Suite 840, Attn: Water Utility Manager, Ogden, Utah 84401.

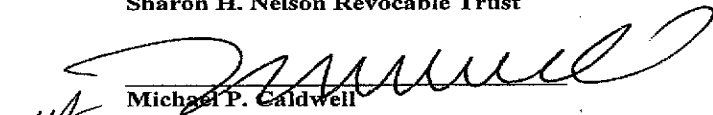
DATED this 28th day of November, 2012.

ACCEPTED:


Ray B. Nelson- Trustee of The Ray B. Nelson and Sharon
H. Nelson Revocable Trust


Sharon H. Nelson - Trustee of The Ray B. Nelson and
Sharon H. Nelson Revocable Trust




Michael P. Caldwell
Ogden City Mayor

Attest: 
Ogden City Recorder's Office

WHEN RECORDED RETURN TO:
OGDEN CITY CORPORATION
2549 Washington Boulevard
Ogden, Utah

EASEMENT AGREEMENT

This Easement Agreement ("Easement Agreement") is entered into this ~~28th~~^{28th} day of ~~November~~^{November} ~~2011~~²⁰¹², by and between RAY B. NELSON and SHARON H. NELSON, trustees of The Ray B. Nelson and Sharon H. Nelson Revocable Trust dated June 20, 2000, ("NELSON"), as Grantor and Ogden City, a Utah municipal corporation ("City"), of 2549 Washington Boulevard, Ogden, Utah, as Grantee. NELSON and City shall hereinafter sometimes be collectively referred to as the "Parties".

In consideration of Ten Dollars (\$10.00), and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. NELSON is the owner of certain real property located in Weber County, Utah (the "Property") which is more particularly described in Exhibit C, attached hereto and incorporated herein as if full set forth.
2. NELSON does hereby convey, grant and transfer to CITY, a perpetual and permanent easement, twenty feet (20') in width, to construct, reconstruct, modify, change, add to, operate, maintain and remove such buried water lines, underground water facilities and appurtenances as CITY may require for the operation of its water utility system upon, over, under and across the land described in Exhibits A & B (centerline description and permanent easement) and situated in Weber County, State of Utah, which NELSON owns or in which NELSON has any legal or equitable interest.
3. NELSON does further convey, grant and transfer to CITY, a temporary construction easement to grade, contour, and establish a suitable path for the water infrastructure laid in the perpetual and permanent easement, to access the perpetual and permanent easement in any manner deemed necessary by CITY and grade the future alignment of Skyline Drive. This temporary easement

shall expire on December 31, 2013, and is located over, under and across the land described in **Exhibits A & B (a temporary construction easement)** and situated in Weber County, State of Utah, which NELSON owns or in which NELSON has any legal or equitable interest.

4. NELSON shall not construct or install any permanent structure, including but not limited to any building, garage, carport, trailer or swimming pool, upon or within the easement described in **Exhibits A & B**, nor shall NELSON plant or maintain any tree or vine within the perpetual easement.
5. City shall have the right of ingress and egress over and across NELSON's adjoining Property to and from the above described property as may be necessary for City's use and enjoyment of the easement areas.
6. NELSON reserves the right to occupy, use, and cultivate said easements for all lawful purposes not inconsistent with the rights herein granted, except that any such use shall not result in the depth of fill above City's water pipes being less than four feet (4') or more than six feet (6').
7. NELSON covenants that it is the fee simple owner of said land described in **Exhibit C** and will warrant and defend title to the land against all claims made against City's use of said land under this agreement.
8. NELSON hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on the perpetual easement without City's express written consent.
9. City shall bear the costs of maintenance and repair of any infrastructure installed in the perpetual easement described herein. City further agrees to indemnify and hold harmless NELSON and any employee, agent or assign of NELSON from any liability on account of personal injury, property damage, or claim for personal injury or death arising out of City's construction, maintenance, repair, condition, use or presence of the water infrastructure, provided however, that nothing in this agreement shall be construed as releasing NELSON from responsibility for its own negligence or the negligent acts of its employees, agents or assigns.

10. The rights, conditions and provisions of this easement agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.
11. This agreement contains the entire agreement between the parties hereto and any modification of this agreement shall in writing and shall be signed by the parties in order to be enforceable.
12. It is the intent of the Parties that this Easement Agreement solely benefit the parties identified in this Easement Agreement and is not intended to benefit any third parties who are not specifically mentioned in this Easement Agreement.

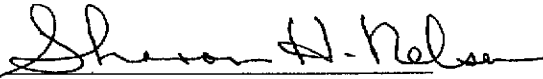
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF we have caused this Easement Agreement to be executed the day and year first written above.

GRANTOR

RAY B. NELSON and SHARON H. NELSON,
as trustees of The Ray B. Nelson and Sharon H. Nelson
Revocable Trust dated June 20, 2000.


By: RAY B. NELSON - Trustee


By: SHARON H. NELSON - Trustee

STATE OF UTAH)

:ss.


COUNTY OF WEBER)

On the 14 day of November, 2012, personally appeared before me Ray B. Nelson and Sharon H. Nelson, trustees of the Ray B. Nelson and Sharon H. Nelson Revocable Trust dated June 20, 2000, the signer of the within instrument, who duly acknowledged to me that they executed the same.




NOTARY PUBLIC

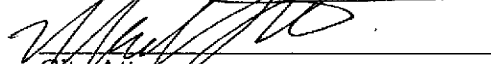
GRANTEE
OGDEN CITY CORPORATION

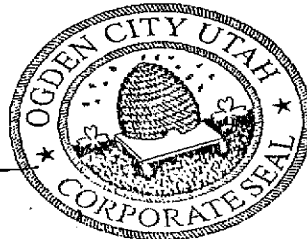
By: 
Michael P. Caldwell
Mayor

ATTEST:


Tracy Hansen, City Recorder

APPROVED AS TO FORM:


City Attorney



STATE OF UTAH (COUNTY OF WEBER)

On this 18th day of November, 2012, personally appeared before me, **Mike Caldwell and Tracy Hansen**, the mayor and city recorder, respectively, of Ogden City and who by me being duly sworn, on oath, did affirm that they executed the foregoing Agreement on behalf of Ogden City.



Lee Ann Peterson
NOTARY PUBLIC

EXHIBIT A

EH 2608087 PG 8 OF 10

Centerline Description

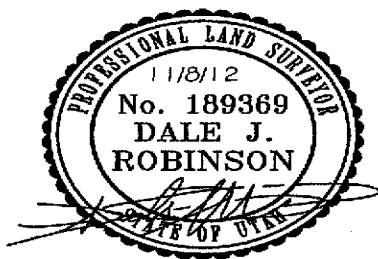
A strip of land, 20 feet in width, 10 feet on each side of the following described centerline:

Commencing at Southwest corner of Lot 17, Quail Run Estates, Phase No. 8. of Weber County Records; thence North 89°03'24" West 61.56 feet along subdivision boundary to a point on the Northerly boundary of the grantors parcel and the POINT OF BEGINNING; thence South 18°28'52" East 25.23 feet; thence South 16°52'24" East 20.01 feet; thence South 14°49'31" East 19.97 feet; thence South 11°52'06" East 40.01 feet; thence South 07°52'06" East 40.01 feet; thence South 02°54'13" West 58.95 feet; thence South 01°04'16" West 76.98 feet to a point on the Southerly boundary of the grantors parcel.

The side lines of said strip shall be lengthened or shortened as to begin and end at the boundary of the grantors parcel.

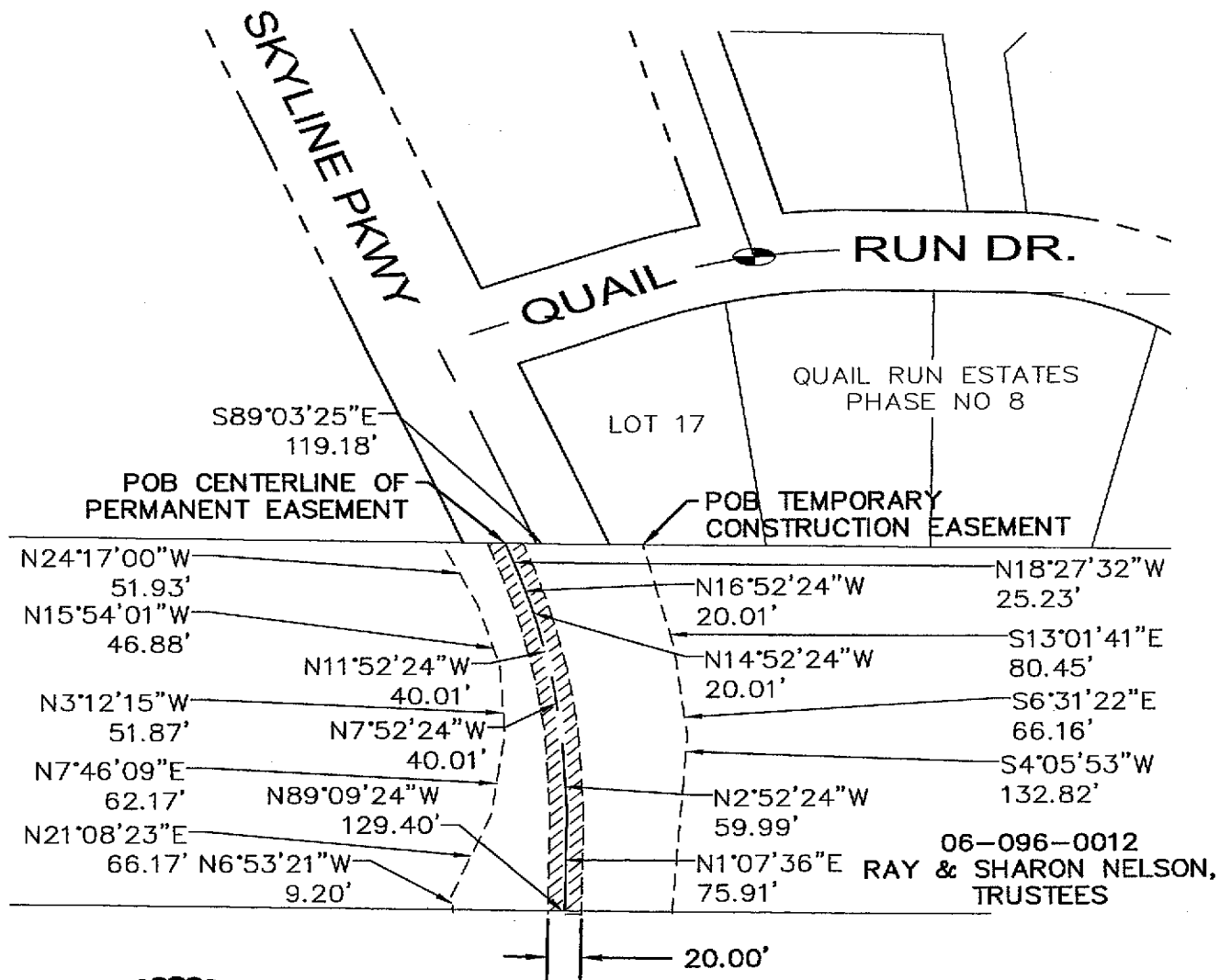
Temporary Construction Easement

Commencing at Southwest corner of Lot 17, Quail Run Estates, Phase No. 8. of County Records; thence South 89°03'24" East 19.80 feet along subdivision boundary to a point on the Northerly boundary of the grantors parcel and the POINT OF BEGINNING; thence South 13°01'41" East 80.45 feet; thence South 06°31'22" East 66.16 feet; thence South 04°05'53" West 132.82 feet to a point on the grantors southerly boundary line; thence North 89°09'24" West 129.40 feet; thence North 06°53'21" West 9.20 feet; thence North 21°08'23" East 66.17 feet; thence North 07°46'09" East 62.17 feet; thence North 03°12'15" West 51.87 feet; thence North 15°54'01" West 46.88 feet; thence North 24°17'00" West 51.93 feet to a point on the grantors northerly boundary line; thence South 89°03'25" East 119.18 feet to the POINT OF BEGINNING.

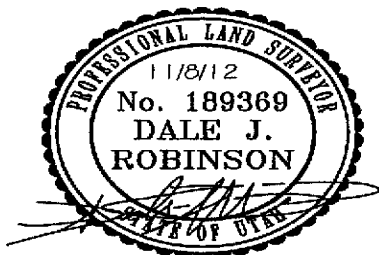


12227 S. BUSINESS PARK DR, SUITE 220
DRAPER, UTAH 84020
TEL 801.523.0100 • FAX 801.523.0990
www.sunrise-eng.com

EXHIBIT B



U:\Opdm City - SRV\0351 Skyline Easement\skyline-easements.dwg Rev. 08. 2012 4:35pm drabason



12227 S. BUSINESS PARK DR, SUITE 220
DRAPER, UTAH 84020
TEL 801.523.0100 • FAX 801.523.0990
www.sunrise-eng.com

EXHIBIT C

NELSON PROPERTY

PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT NORTH 33' EAST 2248.78 FEET AND SOUTH 89D26' EAST 1318.54 FEET, MORE OR LESS, FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION; RUNNING THENCE SOUTH 89D26' EAST 790.97 FEET; THENCE SOUTH 59' WEST 274.71 FEET; THENCE NORTH 89D32' WEST 791 FEET TO THE EXISTING FENCE LINE; THENCE NORTH 59'EAST 276.08 FEET TO THE PLACE OF BEGINNING. TOGETHER WITH AND SUBJECT TO A RIGHT-OF-WAY FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND ACROSS THE EXISTING ROAD.

LAND SERIAL NUMBER: 06-096-0012

AS - A.