



\*W3083772\*

WHEN RECORDED, RETURN TO:  
Pleasant View City  
Attn: Laurie Hellstrom  
520 W. Elberta Dr.  
Pleasant View, UT 84414

EM 3083772 PG 1 OF 8  
LEANN H KILTS, WEBER COUNTY RECORDER  
10-SEP-20 3:18 PM FEE \$40.00 DEP PV  
REC FOR: PLEASANT VIEW

**STORM DRAIN AND ACCESS EASEMENT AGREEMENT**  
Affecting Weber County Parcel Number 17-059-0133

This Storm Drain and Access Easement Agreement (the "Agreement") is entered into by and between Donald A. Hales Family Trust ("Grantor"), Mark Green of Greenland Homes, Inc. ("Developer"), and Pleasant View City, a municipal corporation of the State of Utah ("City").

**RECITALS**

WHEREAS, Grantor owns of record certain real property located in Weber County, Utah known as Weber County Parcel Number 17-059-0133 ("Grantor's Property");

WHEREAS, Developer owns of record certain real property adjacent to Grantor's Property, also located in Weber County, Utah known as Weber County Parcel Numbers 17-059-0132 and 17-059-0120 ("Grantee's Property");

WHEREAS, Developer is developing Grantee's Property into an 11-lot subdivision known as Serenity Subdivision ("Subdivision");

WHEREAS, Pleasant View City's *Development, Design, and Construction Standards* ("City Standards") requires that all storm drain is piped;

WHEREAS, Pineview Water Systems owns and manages the North Ogden Canal ("Canal"). The Canal borders the Subdivision along the south boundary. Pineview Water Systems does not allow the discharge of storm water into its canals;

WHEREAS, Developer is required to provide storm drain detention and legal outfall for proposed Subdivision;

WHEREAS, due to the lack of storm water infrastructure in the vicinity of the Subdivision, a temporary storm water disposal system was approved by City;

WHEREAS, upon recordation of the Subdivision plat, City assumes ownership and responsibility of the storm water and its disposal; and

WHEREAS, Developer is required to obtain and negotiate this easement with input from the City.

**A G R E E M E N T**

NOW, THEREFORE, for sum of Ten Dollars (\$10.00) to be paid by Developer to Grantor, Grantor, Developer, and City covenant and agree as follows:

1. Grant of Temporary Easements

1.1. Temporary Storm Water Disposal Easement. Grantor, for themselves and for their successors and assigns, hereby conveys and grants to Developer and City, their successors and assigns, a temporary, non-exclusive easement ("Temporary Storm Water Disposal Easement") over, under, in, along, across and upon the property known as Weber County Parcel Number 17-059-0133 ("Temporary SW Disposal Easement Area"), solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of storm water conveyance and temporary disposal apparatus (the "Improvements"). The Temporary SW Disposal Easement Area is the following described tract(s) of land in Weber County, State of Utah and depicted on Exhibit A:

TEMPORARY SW DISPOSAL EASEMENT AREA:

A 10.00 FOOT WIDE STORM DRAIN EASEMENT DESCRIBED AS FOLLOWS:

A PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE EAST BOUNDARY LINE OF MOUNTAIN MEADOW ESTATES SUBDIVISION PLAT 2, LOCATED 1463.46 FEET SOUTH 00°42'41" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION AND 3203.67 FEET NORTH 90°00'00" EAST AND 63.53 FEET SOUTH 01°26'00" WEST FROM THE NORTHWEST CORNER OF SAID SECTION 30;

RUNNING THENCE SOUTH 57°33'24" EAST 198.02 FEET; THENCE NORTH 05°36'18" EAST 58.13 FEET; THENCE SOUTH 62°01'46" EAST 10.81 FEET; THENCE SOUTH 05°36'18" WEST 70.28 FEET; THENCE NORTH 57°33'24" WEST 208.27 FEET TO SAID EAST BOUNDARY LINE; THENCE NORTH 01°26'00" EAST 11.67 FEET ALONG SAID EAST BOUNDARY LINE TO THE POINT OF BEGINNING. CONTAINING 2,673 SQUARE FEET.

1.2. Temporary Access Easement: Grantor, for themselves and for their successors and assigns, hereby conveys and grants to Developer and City, their successors and assigns, a temporary, non-exclusive 20-foot wide access easement ("Temporary Access Easement"), being the westerly 20 feet of County Tax ID parcel # 17-059-0133 from 3200 North Street to the North Ogden Canal, to access the temporary storm drainage improvements and Temporary Easement Area referenced above.

1.3. Temporary Storm Water Disposal Easement and Temporary Access Easement are together known as "Temporary Easements."

2. By way of granting Temporary Easements, Grantor hereby grants to Developer and City permission to temporarily dispose of storm water on subject property.

3. Future Storm Water Improvements and Easement.

- 3.1. At such time as Grantor's property is developed, Grantor shall be responsible for piping discharge water to a connection to the City's storm drain system ("Future Improvements"). Future Improvements shall be reviewed and approved by the City and shall meet City Standards in effect at the time of such development.
- 3.2. Grantor hereby agrees to provide a replacement easement 20-ft wide centered on Future Improvements ("Permanent Easement") and dedicate Permanent Easement to the City.
- 3.3. Any and all costs incurred for construction the Future Improvements and preparing Permanent Easement documentation are solely the responsibility of the Grantor.

4. Term of Easement.

- 4.1. Temporary Easements. Temporary Easements shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect until Grantor has provided Permanent Easement, in which case the Temporary Easements shall expire without further written documentation and the encumbered land shall be released for the full and exclusive use and benefit of the Grantor, save and except any land encumbered by Permanent Easement.
- 4.2. Developer's interest in Temporary Easements conveyed under this easement agreement shall expire upon City's acceptance of Subdivision's improvements in accordance with City Ordinance.

5. Construction of Improvements.

- 5.1. Costs/Lien-Free Construction. Developer shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Grantor's Property all costs and expenses of construction and maintenance of the improvements.
- 5.2. Compliance with Laws. Developer's designee shall construct the improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time.

6. General Provisions.

- 6.1. Covenants Running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns.
- 6.2. Effective Date. This agreement shall be effective upon the date it is executed by an authorized representative of each signing party.
- 6.3. Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or

her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

6.4. Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

6.5. Attorney's Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

6.6. Further Cooperation. Each of the signatures to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

IN WITNESS of this, the undersigned have executed this Agreement:

**FOR GRANTOR:**

Karen H. Ames  
Karen H. Ames, Trustee  
Donald A. Hales Family Trust

8-24-2020  
Date

On this 24<sup>th</sup> day of August, 2020, personally appeared before me, Karen H. Ames - Trustee who, being by me duly sworn, acknowledged to me that he/she signed the within and foregoing instrument in accordance with the authority as Trustee given under the instrument creating said Trust, and that as Trustee he/she executed the same.

Laurie Hellstrom  
Notary Public

Laurie Hellstrom  
(Printed Name)



My Commission expires: 7/2/2024

FOR DEVELOPER:

Mark Green  
Mark Green, Manager  
Greenland Homes, Inc.

8-26-20  
Date

On this 26 day of August, 2020, personally appeared before me, Mark Green, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Manager of Greenland Homes, Inc. and that said document was signed by him/her on behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said Mark Green acknowledged to me that said Corporation executed the same.

Laurie Hellstrom  
Notary Public

Laurie Hellstrom  
(Printed Name)

My Commission expires: 7/2/2024



FOR CITY:

Leonard Call  
Leonard Call, Mayor  
Pleasant View City

8 sept 2020  
Date

Attest:

Laurie Hellstrom  
City Recorder

Approved as to Form: Michael Hart  
City Attorney

**EXHIBIT A**  
**TEMPORARY EASEMENT AREA**

STORM DRAIN EASEMENT

A 10.00 FOOT WIDE STORM DRAIN EASEMENT DESCRIBED AS FOLLOWS:

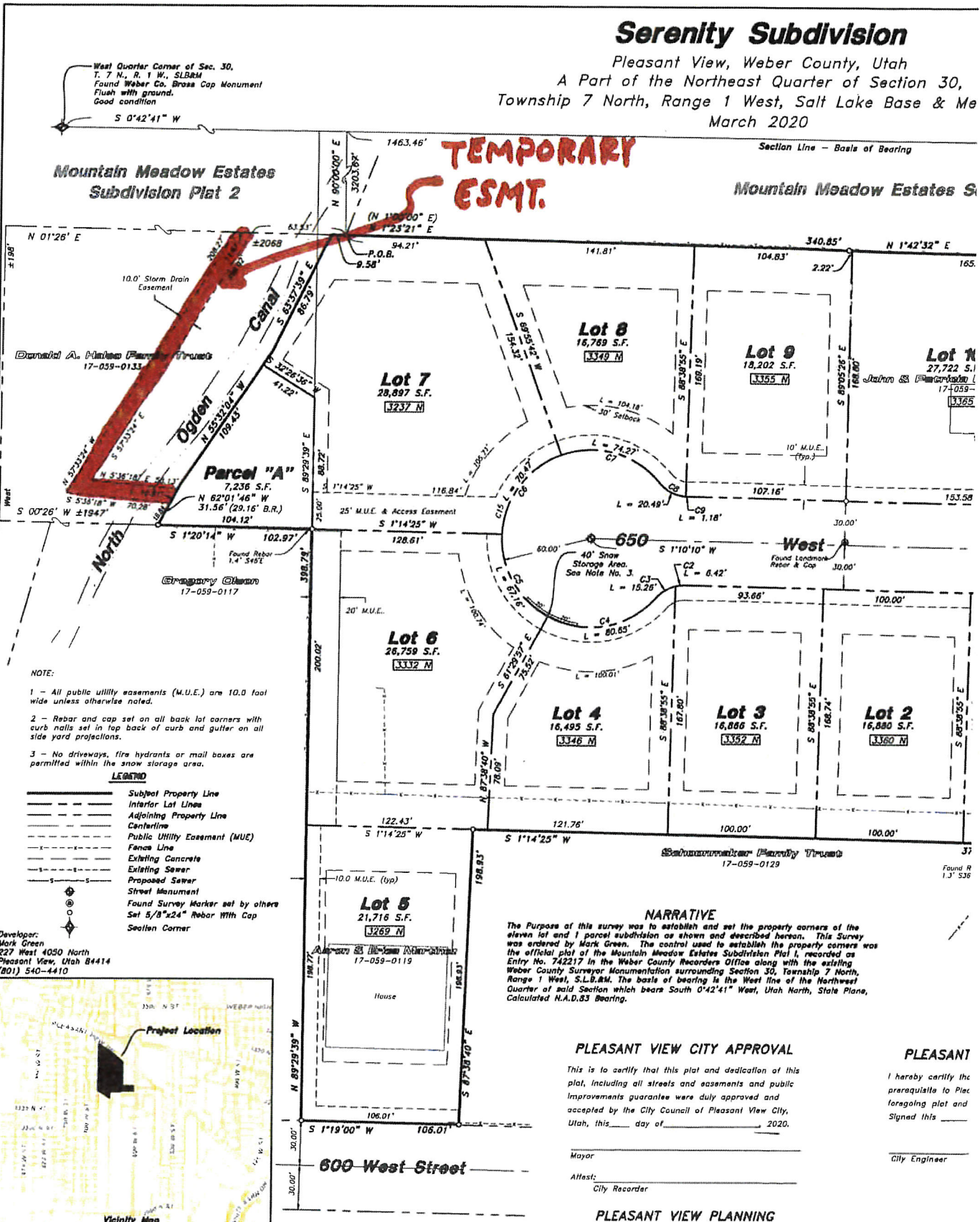
A PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

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# Serenity Subdivision

Pleasant View, Weber County, Utah  
 A Part of the Northeast Quarter of Section 30,  
 Township 7 North, Range 1 West, Salt Lake Base & Me  
 March 2020



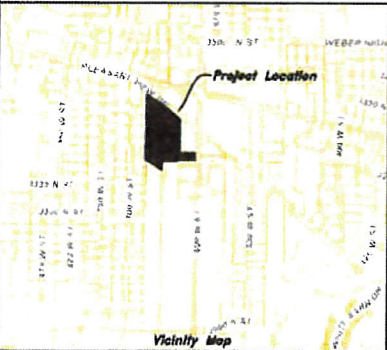
**NOTE:**

- 1 - All public utility easements (M.U.E.) are 10.0 foot wide unless otherwise noted.
- 2 - Rebar and cap set on all back lot corners with curb nails set in top back of curb and gutter on all side yard projections.
- 3 - No driveways, fire hydrants or mail boxes are permitted within the snow storage area.

**LEGEND**

- Sublot Property Line
- Interior Lot Lines
- Adjoining Property Line
- Centerline
- Public Utility Easement (MUE)
- Fence Line
- Existing Concrete
- Existing Sewer
- Proposed Sewer
- Street Monument
- Found Survey Marker set by others
- Set 5/8"x24" Rebar With Cap
- Section Corner

Developer:  
 Mark Green  
 227 West 4050 North  
 Pleasant View, Utah 84414  
 (801) 540-4410



**NARRATIVE**

The Purpose of this survey was to establish and set the property corners of the eleven lot and 1 parcel subdivision as shown and described herein. This Survey was ordered by Mark Green. The control used to establish the property corners was the official plat of the Mountain Meadow Estates Subdivision Plat I, recorded as Entry No. 742217 in the Weber County Recorder's Office along with the existing Weber County Surveyor Monumentation surrounding Section 30, Township 7 North, Range 1 West, S.L.B.M. The base of bearing is the West line of the Northwest Quarter of said Section which bears South 0°42'41" West, Utah North, State Plane, Calculated N.A.D.83 Bearing.

**PLEASANT VIEW CITY APPROVAL**

This is to certify that this plat and dedication of this plot, including all streets and easements and public improvements guarantees were duly approved and accepted by the City Council of Pleasant View City, Utah, this \_\_\_ day of \_\_\_, 2020.

Mayor \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 City Recorder

**PLEASANT**

I hereby certify the prerequisites to Plat forgoing plat and Signed this \_\_\_\_\_

City Engineer \_\_\_\_\_

**PLEASANT VIEW PLANNING COMMISSION APPROVAL**

This is to certify that this subdivision was duly approved by the Pleasant View City Planning Commission this \_\_\_ day of \_\_\_, 2020.

Planning Commission Chair \_\_\_\_\_



**HANSEN & ASSOCIATES, INC.**  
 Consulting Engineers and Land Surveyors  
 538 North Main Street, Brigham, Utah 84302  
 Visit us at [www.haies.net](http://www.haies.net)  
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 Celebrating over 60 Years of Business