

RESOLUTION NO. _____

ADOPTED: _____, 2020

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
AND AUTHORIZING THE MAYOR TO GRANT A PERPETUAL EASEMENT
TO ROCKY MOUNTAIN POWER AT MAGNA REGIONAL PARK

RECITALS

A. Salt Lake County (the “County”) has been working to develop Magna Regional Park (the “Park”), and Rocky Mountain Power (“RMP”) owns a parcel of real property located at approximately 4042 S. 7200 W. Magna, UT 84044 (the “Property”).

B. An easement is necessary to allow RMP access to service and maintain a power line for power to the Park.

C. It has been determined that in exchange for the easement, RMP will install the power line facilities necessary to provide electrical services to the Park.

D. It has been determined that installation and connection to RMP’s power line facilities constitutes fair and adequate consideration for the grant of the easement.

E. It has also been determined that the best interests of the County and the general public will be served by granting the easement to RMP. The terms and conditions of the easement is in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are hereby authorized to execute the easement, attached hereto as Attachment 1 and by this reference made a part of this Resolution, and to deliver the fully executed document to the County Real Estate Section for delivery to Rocky Mountain Power.

APPROVED and ADOPTED this _____ day of _____, 2020.

SALT LAKE COUNTY COUNCIL

By: _____
Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Ghorbani voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____

APPROVED AS TO FORM:

David A. Johnson
2020.01.15
'00'07- 12:06:09



ATTACHMENT 1
(Perpetual Easement)

REV05042015

Return to:

Rocky Mountain Power
Lisa Louder / Chris Bellenger
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: Salt Lake County Parks & Recreation – Magna Regional Park

WO#: 6589532

RW#:

RIGHT OF WAY EASEMENT

For value received, **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, (“Grantee”), an easement for a right of way 10.0 feet in width and 2384.09 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults (“Power Line Facilities”) on, across, or under the surface of the real property of Grantor in Salt Lake County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit “A & B” attached hereto and by this reference made a part hereof (the “Easement Area”):

Legal Description: See Exhibit B

Assessor Parcel No. 14-33-406-002

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee’s facilities or impede Grantee’s activities.

At all times, Grantee shall maintain the Power Line Facilities and appurtenant parts in a safe condition. Grantee shall maintain the Power Line Facilities in compliance with all applicable governmental requirements. All costs of maintenance and similar activities required by this paragraph and by the following paragraph shall be borne solely by Grantee.

Upon completion of the Power Line Facilities or any other activities that disturb the surface of Grantor’s property, Grantee shall promptly restore such land to the condition it was in immediately prior to such disturbance or as otherwise reasonably required by Grantor.

Grantee shall use the Easement Area at its own risk and shall release, indemnify, defend, and hold harmless Grantor from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and costs of investigation) directly or indirectly arising out of, caused by, or resulting from, in whole or in part, Grantee's use and occupation of the Easement Area or any act or omission of Grantee, any independent contractor retained by Grantee, or anyone directly or indirectly employed by them, while working on and/or maintaining the Easement Area, except to the extent caused solely by the negligence of the Grantor.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

GRANTOR:
SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
Sherrie Swensen, Salt Lake County Clerk

David A.
Johnson
Approved as to
form
2020.01.15
'00'07- 12:06:39

GRANTEE:
ROCKY MOUNTAIN POWER an unincorporated division
of PacifiCorp

By: BY
Its: Property Agent

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ___ day of _____, 2020, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County

[SEAL]

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ___ day of _____, 2020, personally appeared before me Sherrie Swensen, who being duly sworn, did say that she is the Clerk of Salt Lake County and that the foregoing Easement was signed by her on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

NOTARY PUBLIC
Residing in Salt Lake County

[SEAL]

STATE OF UTAH)
) ss.
COUNTY SALT LAKE)

On the 27th day of January, 2020, personally appeared before me Brian Young, who being duly sworn did say that he/she is the signer of the within instrument on behalf of Rocky Mountain Power an unincorporated division of PacifiCorp and that the within and foregoing instrument was signed by authority of said corporation and said Brian Young duly acknowledged to me that said corporation executed the same.

Lisa Louder

Notary Public



Property Description

A perpetual easement being a strip of land 10.00 feet in width lying entirely within that entire tract of land described in that Special Warranty Deed recorded January 18, 2013 as Entry No. 11559110 in Book 10099, at Page 959 in the Office of the Salt Lake County Recorder. Said easement is located in the Southeast Quarter of Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian. Said 10.00 - foot wide strip of land lies 5.00 feet each side of the following described centerline:

Beginning at a point which is 582.62 feet N. 00°10'40" E. along the easterly line of Section 33 and 47.72 feet West from the Southeast Corner of said Section 33; thence N. 00°23'40" W. 199.77 feet; thence S. 89°46'32" W. 205.92 feet; thence N. 83°36'10" W. 151.35 feet; thence N. 01°09'06" W. 252.73 feet; thence N. 83°08'53" W. 503.48 feet; thence N. 78°35'40" W. 389.80 feet; thence S. 83°49'27" W. 108.84 feet; thence N. 87°07'30" W. 209.76 feet; thence S. 82°42'44" W. 249.92 feet; thence S. 32°52'46" W. 112.53 feet to the **Point of Terminus**.

The sidelines of said strip of land to be extended or shortened to meet at angle points and to begin and end at right angles to said centerline.

The above-described perpetual easement contains 23,841 square feet in area or 0.547 acre, more or less.

Page 4 of 6
Prepared: September 20, 2019

CC#: 11441 WO#: 6589532

Landowner Name: Salt Lake County

Drawn By: BFM

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

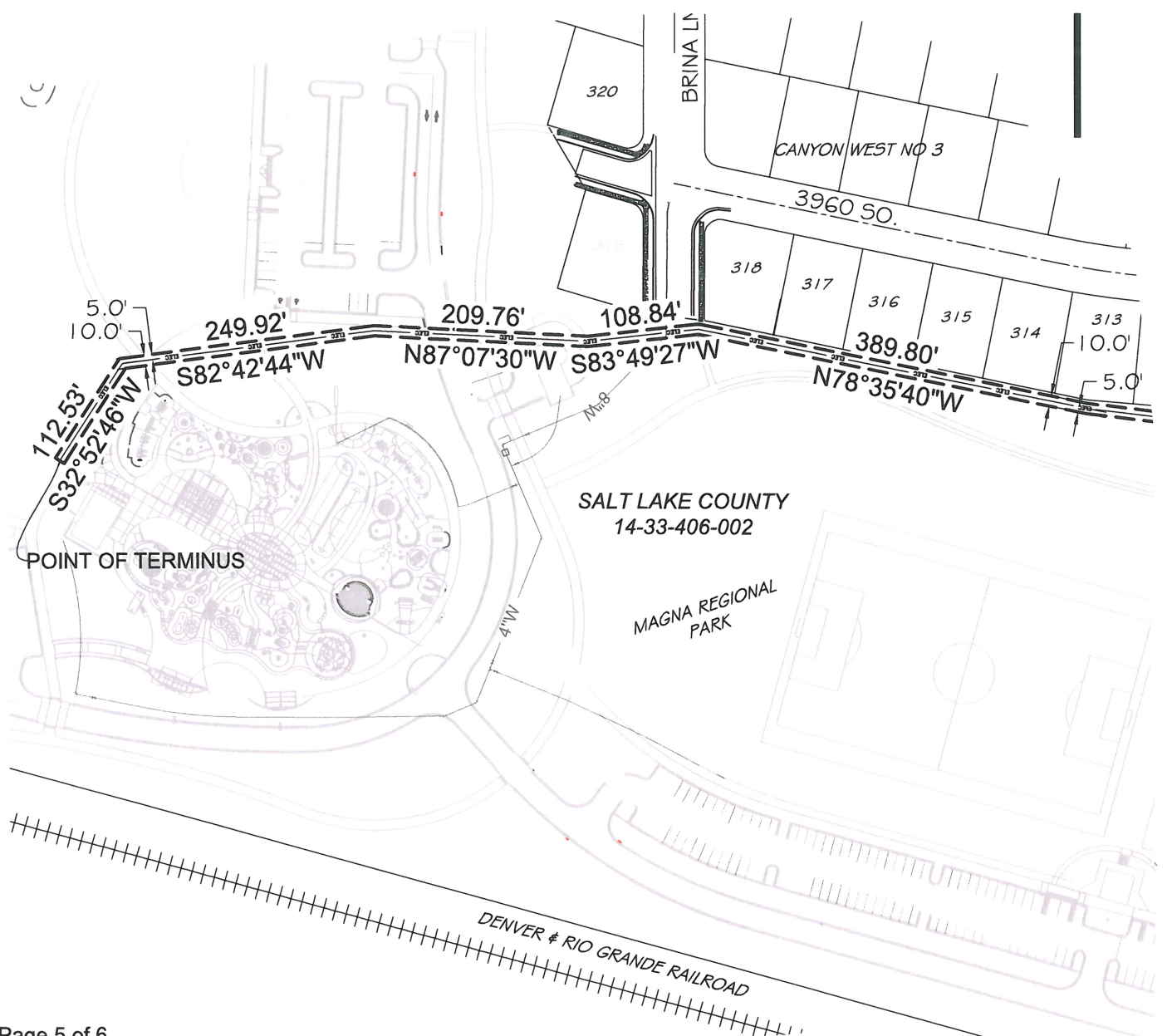
EXHIBIT B



SCALE: 1"=150'

Property Description

Southeast Quarter, Section 33, Township 1 South, Range 2 West, Salt Lake
 Base and Meridian
 Salt Lake County, State of Utah
 Parcel Number: 14-33-406-002



Page 5 of 6
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Landowner Name: Salt Lake County	
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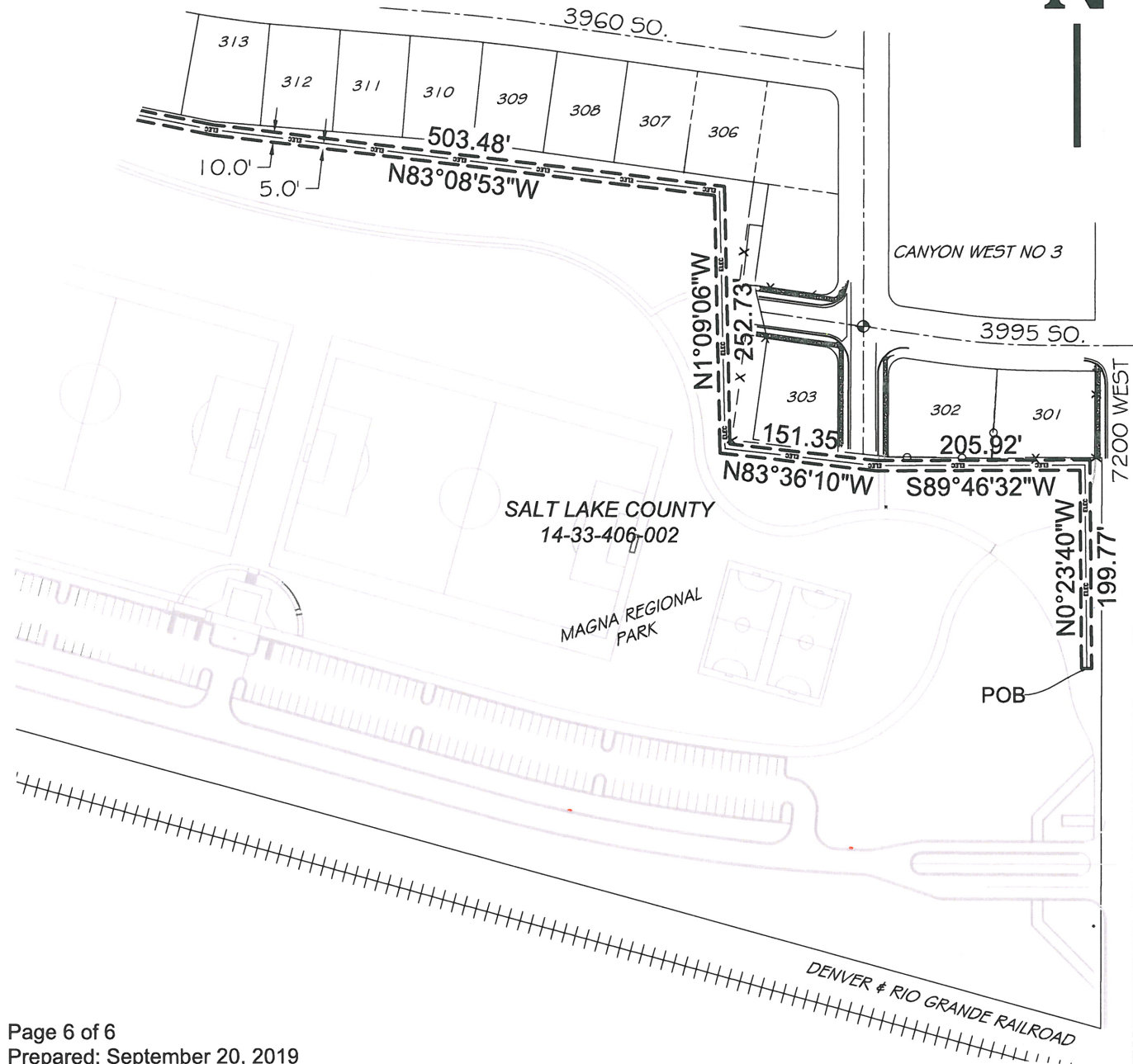
EXHIBIT A



SCALE: 1"=150'

Property Description

Southeast Quarter, Section 33, Township 1 South, Range 2 West, Salt Lake
 Base and Meridian
 Salt Lake County, State of Utah
 Parcel Number: 14-33-406-002



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EXHIBIT B



SCALE: 1"=150'