

RESOLUTION NO. _____

ADOPTED: _____, 2024

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING AN EASEMENT PURCHASE AGREEMENT AND AUTHORIZING THE GRANT OF A WASTEWATER EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT TO COTTONWOOD IMPROVEMENT DISTRICT

RECITALS

A. Salt Lake County (the “County”) owns a parcel of real property located at approximately 6680 South Big Cottonwood Canyon Road in Cottonwood Heights, Utah, specifically identified as Parcel No. 22-23-401-001 (the “County Property”).

B. Cottonwood Improvement District (the “District”) would like to acquire a 25-foot-wide perpetual easement across the County Property to construct, operate, repair, and replace underground wastewater collection and transportation facilities.

C. The District would also like to acquire a 10-foot wide temporary construction easement on either side of the wastewater easement to be used during the construction and installation of the wastewater collections and transportation facilities.

D. As consideration for these easements, the District will pay \$9,000.00, which the Salt Lake County Real Estate Section has determined to constitute full and adequate consideration in exchange for these easements.

E. The County and the District have prepared an Easement Purchase Agreement (“Purchase Agreement”) attached as Exhibit 1 hereto, and a related Grant of Easement for Wastewater Collection and Transportation Facilities (attached as Exhibit A to the Purchase Agreement) (“Wastewater Easement”) and Temporary Construction Easement Agreement (attached as Exhibit B to the Purchase Agreement) (“Temporary Easement”). The Wastewater Easement and the Temporary Easement are collectively referred to as the “Easements”.

F. It has been determined that the best interests of the County and the general public

will be served by granting the Easements to the District. The terms and conditions of the Purchase Agreement and the Easements comply with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Purchase Agreement, attached hereto as Exhibit 1 and by this reference made a part of this Resolution, is hereby approved; and the Mayor is hereby authorized to execute said Purchase Agreement.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are hereby authorized consistent with the terms of the Purchase Agreement to execute the Easements, attached to the Purchase Agreement, and to deliver the fully executed document to the County Real Estate Section for delivery to the District upon receipt of payment as directed by the Purchase Agreement.

APPROVED and ADOPTED this _____ day of _____, 2024.

SALT LAKE COUNTY COUNCIL

By: _____
Laurie Stringham, Chair

ATTEST:

Lannie Chapman
Salt Lake County Clerk

Council Member Alvord voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Granato voting _____
Council Member Harrison voting _____
Council Member Stewart voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____
Council Member Winder Newton voting _____

REVIEWED AS TO FORM AND LEGALITY:

R. Christopher Preston
Deputy District Attorney

EXHIBIT 1
(Easement Purchase Agreement)

EASEMENT PURCHASE AGREEMENT

This EASEMENT PURCHASE AGREEMENT (“Agreement”) is made and executed this ___ day of _____, 2024, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as GRANTOR, which expression shall include its successors-in-interest and assigns, and COTTONWOOD IMPROVEMENT DISTRICT, a Utah local district, hereinafter referred to as GRANTEE.

RECITALS

- A. GRANTOR owns a parcel of land located at approximately 6680 South Big Cottonwood Canyon Road in Cottonwood Heights, Utah, specifically identified as Parcel No. 22-23-401-001 (the “Property”).
- B. GRANTEE desires to obtain an easement on, across or below portions of the Property (the “Easement Area”) to allow Grantee to construct, operate, repair and replace thereon a wastewater line.
- C. GRANTOR is willing to grant and convey to GRANTEE an easement over the Property in accordance with the terms and conditions of this Agreement.

IN CONSIDERATION of the covenants and conditions set forth herein, it is mutually agreed by the parties hereto as follows:

1. GRANTOR agrees to grant, convey, and deliver to GRANTEE the following:

A perpetual easement to GRANTEE over portions of Parcel No. 22-23-401-001 as provided in the Grant of Easement for Wastewater Collection and Transportation Facilities (the “Wastewater Easement”) attached hereto as Exhibit A and incorporated herein by this reference.

A temporary construction easement to GRANTEE over portions of Parcel No. 22-23-401-001 as provided in the Temporary Construction Easement attached hereto as Exhibit B and incorporated herein by this reference.

2. GRANTEE shall have the right, without compensation to the GRANTOR, to cut and to keep clear all trees, brush, native growth or foliage and any and all other obstructions that may, in the GRANTEE’S sole opinion, endanger, hinder or conflict with the exercise by GRANTEE of its easement rights and interests hereunder including access to the property burdened by the Wastewater Easement.

3. GRANTOR agrees that it shall not construct or place any permanent buildings or other structures or improvements, or plant any trees or shrubs whose roots would contact GRANTEE'S wastewater line within the property burdened by the Wastewater Easement, or otherwise do anything or take any action which would unreasonably obstruct or interfere in any way with the GRANTEE'S easement rights and interests in the Wastewater Easement.

4. IN CONSIDERATION of the sale and conveyance of said Easements, GRANTEE

shall pay the GRANTOR the amount of \$9,000.00 payable as follows: full purchase price at closing. GRANTOR and GRANTEE hereby acknowledge that this is a negotiated purchase price that constitutes just, fair, and adequate compensation for the Easements.

5. GRANTOR and GRANTEE understand and agree that this Agreement shall not be considered final until executed by the Mayor of Salt Lake County.

6. GRANTOR and GRANTEE agree that Gary Ladle of the Salt Lake County Real Estate Section shall act as closing agent in accordance with the terms of this Agreement for the parties hereto.

7. It is agreed that the terms herein, including the attachments, constitute the entire Agreement between GRANTOR and GRANTEE and that no verbal statement made by anyone shall be construed to be part of this Agreement unless incorporated in writing herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be dulyexecuted this__ day of_____, 2024.

GRANTOR: Salt Lake County

By Exhibit Only, Do Not Sign
Mayor or Designee

RECOMMENDED FOR APPROVAL:

By _____
Robin Chalhoub, Director
Community Services Department

GRANTEE: Cottonwood Improvement District

By _____
Its: _____

REVIEWED AS TO LEGALITY AND FORM

R. Christopher Preston
Deputy District Attorney

EXHIBIT A
WASTEWATER EASEMENT

When recorded return to:

Cottonwood Improvement District
8620 South Highland Drive
Sandy, Utah 84093

Parcel No: 22-23-401-001

**GRANT OF EASEMENT
FOR
WASTEWATER COLLECTION AND TRANSPORTATION FACILITIES**

Salt Lake County, a body corporate and politic of the State of Utah, (“Grantor”) does hereby convey and warrant to the **Cottonwood Improvement District**, a Utah local district (the “District”), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a non-exclusive, permanent easement and right-of-way for the purpose of accessing, constructing, operating, cleaning, maintaining, repairing, relocating and replacing pipelines, vaults, manholes, meters, telemetry and any other related appurtenances for the collection and transportation of wastewater (collectively “Facilities”), over, across, through and under the premises of the Grantor situated in Salt Lake County, Utah which are more specifically described as follows:

See Exhibit A.

Grantor further grants and conveys to the District, its contractors and agents, 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.

Grantor reserves the right to use the area impacted by this easement for any use not inconsistent with the District’s use of the easement provided such use shall not interfere with or endanger the District’s easement or improvements it has constructed therein. Notwithstanding the foregoing, Grantor, and its successors in interest, hereby relinquish the right to construct any structures or improvement in the easement area that would unreasonably interfere with the operation, repair or replacement of the Facilities. The District shall have the right to remove any trees or tree roots (including poisoning of roots from inside of sewer lines), brush, improvements or obstructions of any kind and nature within the right-of-way that may, in District’s sole judgment and discretion, injure or interfere with the Facilities without any obligation of restoration or compensation. Grantor shall not bury or cover any manhole or place any other personal property or improvements on or over a manhole. Grantor acknowledges and agrees that the District must be able to access the Facilities at all times in case of a backup or emergency. Accordingly, Grantor shall not place, or allow to be placed, any personal property within the right-of-way that impairs or restricts the District’s ability to transport equipment, machinery or vehicles over or through the right-of-way. Grantor shall not change the contour of the ground within the right-of-way without prior written consent of the District, which consent shall not be unreasonably withheld. Subject to the foregoing, the District shall restore, repair or replace, any asphalt, sidewalks, or hard surface

paths that are damaged or removed by the District as part of the District's repair or relocation of the Facilities. The District's obligation to repair shall be limited to the actual area disturbed by the District.

The District shall conduct all construction and maintenance activities related to the Facilities in a good and workmanlike manner in compliance with all laws, rules, and ordinances respecting the construction.

This right-of-way, and the obligations, conditions and restrictions set forth herein, shall run with the land and be binding upon the successors and assigns of Grantor, and may be assigned in whole or in part by the District, provided that the District shall not assign this right-of way and easement for any purpose not related to construction or maintenance of wastewater utility facilities. In the event any action, suit or proceeding is commenced with respect to this easement, or to enforce the terms, conditions and restrictions in this easement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

The easement granted herein is subject to the condition that the District shall indemnify and hold harmless Grantor, its heirs, and successors against any and all liability caused by the acts of the District, its contractors or agents during the construction, operation, or maintenance of the sewer pipeline provided for in this easement; Grantor's right to indemnification or to be held harmless by the District under the terms of this paragraph are expressly conditioned upon prompt and immediate notice to the District of any claim or demand which would cause a claim against the District and upon the District's right to defend any claim against Grantor which would cause a claim of indemnification against the District. This provision shall not be interpreted or construed to waive the rights of the District to the affirmative defenses to claims provided under the Utah Governmental Immunity Act.

The District's rights are specifically limited to those granted herein, and Grantor reserves to itself all rights not specifically granted herein. The District agrees to promptly repair any damage to Grantor's property and improvements located thereon caused by the District's (or District's agents') exercise of its (their) rights hereunder. At any time that the District ceases to use the easement granted herein for a time period of five (5) years, or terminates it, said easement, with all rights granted herein, shall automatically revert back to Grantor.

WITNESS the hand of said Grantor this ____ day of _____, 20__.

GRANTOR:
SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign
Mayor or Designee

By: _____
County Clerk or Designee

[County Acknowledgments on Following Page]

STATE OF UTAH)
 :SS
County of Salt Lake)

On this ___ day of _____, 20___, 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, Utah

STATE OF UTAH)
 :SS
County of Salt Lake)

On this ___ day of _____, 20___, personally appeared before me _____,
who being by me duly sworn, did say and acknowledge that s(he) is the _____
Clerk of Salt Lake County, and that the foregoing instrument was signed by her (him) on behalf
of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

DISTRICT:
COTTONWOOD IMPROVEMENT DISTRICT

BY:
ITS:

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the ___ day of _____, 20___, personally appeared before me _____ the
signor of the foregoing instrument, who did personally acknowledge to me that the foregoing
easement was executed by the District.

NOTARY PUBLIC

EXHIBIT A

A 25 foot wide permanent sewer pipeline easement described as follows:

Beginning at a point on Grantor's west line, said point being S 0°35'31" W 22.85 feet from the Center of Section 23, T2S, R1E, Salt Lake Base and Meridian (Basis of bearing is S 89°32'54" E 2669.50 feet from Center of Section 23 to the East ¼ Corner of Section 23) and running thence along said west line S 00°35'15" W 25.00 feet; thence S 89°32'57" E 125.07 feet; thence N 24°16'00" W 27.52 feet; thence N 89°32'57" W 113.50 feet to the point of beginning. Contains 2982 square feet, more or less.

Including 10 foot wide temporary construction easements running immediately adjacent to the north and south sides of the permanent easement.

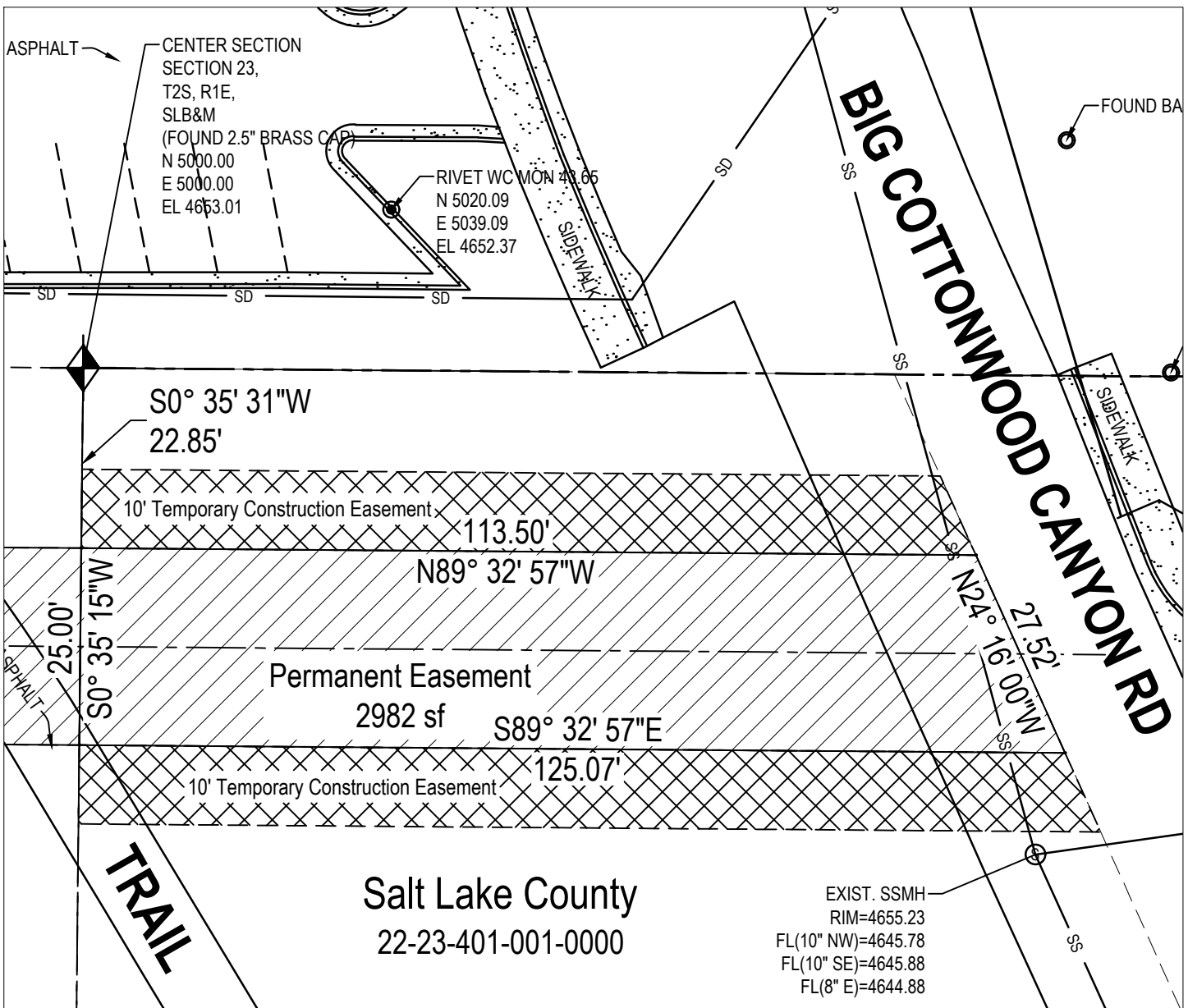
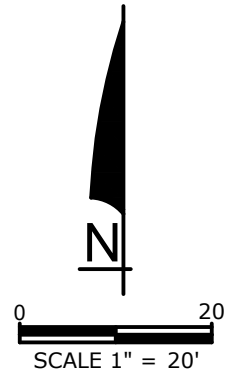


EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT

WHEN RECORDED RETURN TO:
Cottonwood Improvement District
8620 South Highland Drive
Sandy, Utah 84093

Space above for County Recorder's use

Tax Serial No. 22-23-401-001

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, of Salt Lake County, State of Utah, hereby Grants and Conveys to **Cottonwood Improvement District**, a Utah Local District, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a temporary easement to allow for all construction related activities and work incidental to the installation and construction of an underground wastewater pipeline and appurtenances thereof, together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the temporary construction easement hereby granted, and all rights and privileges incidental thereto, on, under, and across the following described property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT "A")

This temporary easement is taken for a _____ month period to commence with construction, and unless the construction contemplated hereunder is completed prior thereto, this temporary easement will expire of its own terms on _____, 20 _____.

Grantor reserves the right to use the area affected by this temporary easement for any use not inconsistent with Grantee's use of the temporary construction easement provided such use shall not interfere with or endanger Grantee's construction activities thereon.

Grantee and its agents and contractors, in performance of any work in the temporary construction easement, shall restore all property through which work traverses to as near its original condition as is reasonably possible.

[Signatures on Following Page]

IN WITNESS WHEREOF, said GRANTOR, has caused this instrument to be executed by its proper officer's thereunto duly authorized, this ____ day of _____, A.D. 20 ____.

GRANTOR: SALT LAKE COUNTY

By Exhibit Only, Do Not Sign
Mayor or Designee

By _____
Salt Lake County Clerk

f

GRANTEE: Cottonwood Improvement District

By _____
Its: _____

[Acknowledgements on following page]

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

On this _____ day of _____, A.D. 20_____, 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 in behalf of Salt Lake County, by authority of law.

Notary Public

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

On this ___ day of _____, 20___, personally appeared before me _____, who being by me duly sworn, did say and acknowledge that (s)he is the _____ Clerk of Salt Lake County, and that the foregoing instrument 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, Utah

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

On this _____ day of _____, A.D. 20_____, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Cottonwood Improvement District, and that the foregoing instrument was signed in behalf of Cottonwood Improvement District, by authority of law.

Notary Public

EXHIBIT A

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Beginning at a point on Grantor's west line, said point being S 0°35'31" W 22.85 feet from the Center of Section 23, T2S, R1E, Salt Lake Base and Meridian (Basis of bearing is S 89°32'54" E 2669.50 feet from Center of Section 23 to the East ¼ Corner of Section 23) and running thence along said west line S 00°35'15" W 25.00 feet; thence S 89°32'57" E 125.07 feet; thence N 24°16'00" W 27.52 feet; thence N 89°32'57" W 113.50 feet to the point of beginning. Contains 2982 square feet, more or less.

Including 10 foot wide temporary construction easements running immediately adjacent to the north and south sides of the permanent easement.

