

RESOLUTION NO. _____

ADOPTED: _____, 2021

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
AND AUTHORIZING THE MAYOR TO EXECUTE A PERPETUAL
WATERLINE EASEMENT AGREEMENT WITH THE CITY OF SOUTH
JORDAN

RECITALS

- A. Salt Lake County (the “County”) owns a parcel of real property located at approximately 11160 South Redwood Road (Parcel No. 27-22-126-025) in South Jordan, Utah (the “Property”), which is part of the Salt Lake County Equestrian Park (“Equestrian Park”).
- B. The County needs a new water line to provide culinary water service to a barn at the Equestrian Park.
- C. The City of South Jordan (the “City”) provides culinary water services in the area where the Equestrian Park is located.
- D. In order to receive culinary water services through the new water line, the County has agreed to provide the District with a 15-foot wide perpetual non-exclusive waterline easement (the “Easement Area”) to allow for the construction, maintenance, and repair of the City’s underground water pipeline and related facilities (the “Water Facilities”).
- E. The County and the District have prepared a Perpetual Waterline Easement Agreement (the “Easement Agreement”) wherein the County grants a perpetual non-exclusive waterline easement to the City for the construction, maintenance, and repair of the Water Facilities.
- F. It has been determined that installation and connection to the City’s Water Facilities constitutes fair and adequate consideration for the grant of said easement, and no other fee shall be required for the easement because of the benefit the Water Facilities will provide to the Equestrian Park.

G. It has been determined that the best interests of the County and the general public will be served by granting a perpetual non-exclusive easement interest to the City as provided in the Easement Agreement attached hereto as Exhibit A. The execution of the Easement Agreement will be in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the attached Easement Agreement is accepted and approved, and the Mayor and County Clerk are hereby authorized to execute the Easement attached to the Easement Purchase Agreement and to deliver the fully executed document to the County Real Estate Division for to the City.

APPROVED and ADOPTED this _____ day of _____, 2021.

SALT LAKE COUNTY COUNCIL

By: _____
Steve DeBry, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Council Member Alvord voting	_____
Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Stringham voting	_____
Council Member Theodore voting	_____

APPROVED AS TO FORM:

 Digitally signed by R.
Christopher Preston
Date: 2021.01.26 14:52:44 -07'00'

R. Christopher Preston
Deputy District Attorney

Exhibit A
Perpetual Waterline Easement Agreement

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-3300

Space above for County Recorder's use

**PERPETUAL WATER LINE
EASEMENT AGREEMENT
Salt Lake County**

*Parcel No's 3895.001:PE
Tax Serial No. 27-22-126-025
County Project: PARB17CRRP
Surveyor WO: W102320069*

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby Grants and Conveys to the CITY OF SOUTH JORDAN CITY, a municipal corporation and political subdivision of the State of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual easement under, over and across the following described property to construct, operate, repair and replace a culinary water pipeline and appurtenant structures and other related facilities (the "Facilities") incidental to the Equestrian Park – Barn Replacement Water Line installation known as Salt Lake County Project No. **PARB17CRRP** in Salt Lake County, Utah, lying within a strip of land fifteen (15) feet wide (the "Easement Area") to wit:

(SEE EXHIBIT A)

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment and vehicles as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. GRANTEE shall provide ten (10) days' written notice to Salt Lake County Parks and Recreation prior to conducting any construction or maintenance activities within the Easement Area. GRANTEE shall conduct all construction and maintenance activities related to the waterline within the Easement Area in a good and workmanlike manner in compliance with all laws, rules, and ordinances respecting the construction. During construction periods, GRANTEE and its contractors may use such portion of GRANTOR'S property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTOR shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of water through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTOR specifically reserves the right to use the Easement Area for purposes of operating a public equestrian park and recreation area. In connection therewith, GRANTOR may install and maintain landscaping and other nonstructural surface improvements on the Easement Area, which are consistent with the ownership and operation of a public equestrian park and recreation area by GRANTOR and the rights of GRANTEE as set forth above (the "Permitted Improvements"). Except for the Permitted Improvements, GRANTOR shall not build or construct, or permit to be built or constructed, any building or other similar structure that impairs the maintenance or operation of the facilities over or across this right-of-way and easement nor change the contour thereof without the written consent of GRANTEE. This right-of-

way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE.

GRANTEE, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless GRANTOR and GRANTOR's officers, agents, employees, successors and assigns (the "Indemnified Parties") for, 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, attorney's fees, and costs of litigation), of any person or entity, directly or indirectly arising out of, caused by, or resulting from GRANTEE's or GRANTEE's agents', employees', or invitees' use and occupation of the Easement Area. GRANTEE's indemnification obligations under this Agreement shall not include an obligation to indemnify, defend, or hold GRANTOR harmless to the extent any liability is caused by any negligent or willful act or failure to act of the GRANTOR.

The Facilities located on, under and across this easement will be installed, maintained, and operated by GRANTEE in accordance with all applicable codes, laws, rules, and regulations.

IN WITNESS WHEREOF, GRANTOR has caused this perpetual easement to be signed and its official seal to be affixed hereto by its duly authorized officer this ____ day of _____, 20 ____.

GRANTOR:
SALT LAKE COUNTY



By: _____
MAYOR or DESIGNEE

By: _____
COUNTY CLERK or DESIGNEE

GRANTEE:
CITY OF SOUTH JORDAN CITY

By:
CITY MANAGER

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

On this ____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that 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.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____

My Commission Expires: _____

Residing in: _____

Acknowledgement Continued on Following Page

Acknowledgement Continued from Previous 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 he is the CLERK of Salt Lake County, and that the foregoing
instrument was signed by him/her on behalf of Salt Lake County, by authority of a Resolution of the
SALT LAKE COUNTY COUNCIL.

WITNESS my hand and official stamp the date in this certificate first above written:

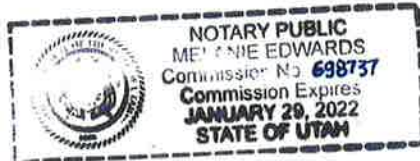
Notary Public _____

My Commission Expires: _____

Residing in: _____

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

The foregoing instrument was acknowledged before me this 21 day of January, 2021, by
Gary L. Whatcott, City Manager of the City of South Jordan.



Melanie Edwards
Notary Public

(EXHIBIT A)

A perpetual water line easement being a strip of land 15.00 feet in width lying within an entire tract described as Parcel C in that Warranty Deed recorded October 26, 1994 as Entry No. 5951860 in Book 7043, at Page 1697 in the Office of the Salt Lake County Recorder. Said easement is located in the Northwest Quarter of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The sidelines of said 15.00 – foot wide strip of land lies 7.50 feet on each side of the following described centerline:

Beginning at a point on the easterly boundary line of said entire tract and westerly right of way line of Redwood Road per that Quit Claim Deed recorded October 28, 2005 as Entry No. 9536219 in Book 9209, at Page 2475 in the Office of said Recorder, which point is 972.61 feet S. 00°21'55" W. and 54.51 feet West from the North Quarter Corner of said Section 22; thence N. 87°46'53" W. 191.58 feet; thence S. 46°01'52" W. 19.18 feet; thence N. 89°37'45" W. 480.29 feet to an existing fire hydrant and the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on said easterly boundary line of the entire tract and terminate at right angles to said centerline

The above described perpetual water line easement contains 10,366 square feet in area or 0.237 acre, more or less.

EXHIBIT "B": By this reference, made a part hereof.

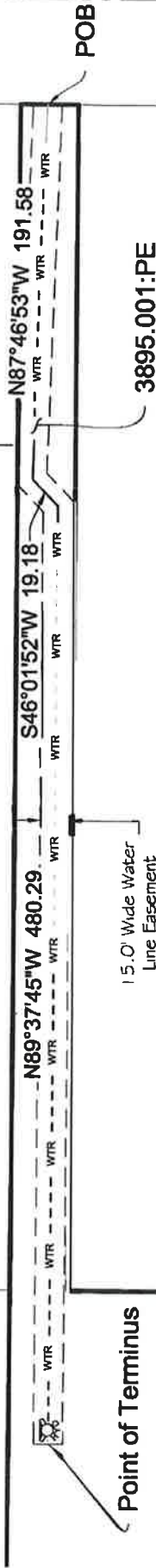
BASIS OF BEARING: S. 00°21'55" W. along the Section line between the North Quarter Corner and the Center of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian.



SALT LAKE COUNTY
27-22-126-026

SALT LAKE COUNTY
27-22-126-023

PAUL W WICKS TRUST
BARBARA PURCELL WICK TRUST
27-22-126-024



Point of Terminus

SALT LAKE COUNTY
27-22-126-025

PAUL W WICKS TRUST
BARBARA PURCELL WICK TRUST
27-22-126-030

LEGEND

- Tract Boundary
- Adjacent Parcel Line
- Easement line
- Section Line

3895.001:PE

REDWOOD ROAD

POB

Page 5 of 5
Date: November 13, 2020

EXHIBIT "B"



SALT LAKE COUNTY – EQUESTRIAN PARK
WATER LINE EASEMENT

Prepared for:
S.L.Co. PARKS & REC.

Sec. 22, T.3S., R.1W., S.L.B.&M.
Work Order No. W102320069 Real Estate No.: 3895

Prepared by the Office of:

Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240



Scale in Feet
1"=80'

Prepared By: BFM Date: 11/13/2020
Surveyed By: SC Date: 11/13/2020
Checked By: SVK Date: 11/18/2020

