

RESOLUTION NO. _____

ADOPTED: _____, 2021

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
AND AUTHORIZING THE MAYOR TO GRANT TWO PERPETUAL
EASEMENTS TO ROCKY MOUNTAIN POWER IN BLUFFDALE

RECITALS

A. Salt Lake County (the “County”) owns a parcel of real property located at approximately 15699 South Packsaddle Dr. in Bluffdale, Utah, specifically identified as Parcel No. 33-15-400-014 (the “Property”).

B. Rocky Mountain Power, an unincorporated division of PacificCorp (“RMP”) would like to acquire two perpetual easements across different portions of the Property to construct, operate, maintain, repair, and replace electric power transmission lines and necessary accessories and appurtenances.

C. As consideration for these easements, RMP will pay \$10,625.00, which the Salt Lake County Real Estate Section as determined to constitute full and adequate consideration in exchange for these easements.

D. The County and RMP have prepared an Easement Purchase Agreement (“Purchase Agreement”) attached as Exhibit A hereto, and a related Right of Way Easement (“Easement”) attached hereto as Exhibit B, wherein the County grants the two underground powerline easements across the Property to RMP.

E. It has 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 Purchase Agreement and the Easement are in compliance 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 Easement, attached as Exhibit A to the Purchase Agreement, and to deliver the fully executed document to the County Real Estate Section for delivery to RMP as directed by the Purchase Agreement.

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 Winder-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: 2021.07.14 17:51:59 -06'00'

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 _____, 2021, 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 heirs, administrators, and assigns, and ROCKY MOUNTAIN POWER, an unincorporated division of PacificCorp, hereinafter referred to as GRANTEE.

RECITALS

- A. GRANTOR owns a parcel of land located at approximately 15699 South Packsaddle Dr. in Bluffdale, Utah, specifically identified as Parcel No. 33-15-400-014 (the "Property").
- B. GRANTEE desires to obtain two easements under and across portions of the Property (the "Easement Area") to allow Grantee to construct, operate, maintain, repair, and replace thereon electric power transmission lines and necessary accessories and appurtenances.
- 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:

Two underground powerline easements to GRANTEE over portions of Parcel No. 33-15-400-014 as provided in the Right of Way Easement attached hereto as Exhibit A and incorporated herein by this reference.

2. IN CONSIDERATION of the sale and conveyance of this Right of Way Easement, GRANTEE shall pay the GRANTOR the amount of \$10,625.00 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 Right of Way Easement.

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

4. GRANTOR and GRANTEE agree that Derrick Sorensen 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.

5. 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 duly executed this __ day of _____, 2021.

GRANTOR: Salt Lake County

By Exhibit Only - Do Not Sign
Mayor or Designee

RECOMMENDED FOR APPROVAL:

By _____
Salt Lake County Real Estate Manager

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney

GRANTEE: Rocky Mountain Power, an unincorporated
division of PacifiCorp


By 
Its: Sr. Right of Way Agent

EXHIBIT A
RIGHT OF WAY EASEMENT

REV05042015

Return to:

Rocky Mountain Power
Lisa Louder / Brian Bridge
1407 West North Temple Suite 110
Salt Lake City, UT 84116

Project Name: RKW17 – DEV Bringhurst Bldg B. – 16217 S. 1600 W.

WO#: DJOR/2021/C/DN2/6929796

RW#: 2021LBB001

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 feet in width and 1,196 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 therefore; 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(s) “A” and “B” attached hereto and by this reference made a part hereof (the “Easement Area”):

Two underground powerline easements, being part of an entire tract of land described in that Auditor’s Tax Deed recorded on March 14, 1938 as Entry No. 830577 in Book 238 at Page 356 in the office of the Salt Lake County Recorder and located in Government Lot 7 of the Southeast Quarter of Section 15, Township 4 South, Range 1 West, Salt Lake Base and Meridian. Said easements are 10.0-foot wide strips of land, having 5.0 feet on each side of the following described centerline:

EASEMENT ONE

Beginning at a point on the easterly boundary line of said entire tract, 1139.54 feet S. 89°43’16” E. along the section line and 1266.86 feet N. 0°16’44” E. from the South Quarter Corner of said Section 15; thence S. 49°15’00” W. 55.57 feet to the southerly boundary line of said entire tract, and the point of Terminus

The sidelines of said easement to be extended or shortened to terminate at said easterly and southerly boundary lines.

The above-described strip of land contains 556 square feet in area or 0.0128 acre, more or less

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

EASEMENT TWO

Beginning at a point on the westerly boundary line of the Utah Salt Lake Canal as defined in that Notice of Easement recorded February 5, 2010 as Entry No. 10892664 in the office of said recorder, and an easterly boundary line of said entire tract, 938.20 feet S. 89°43'16" E. along the section line and 1115.68 feet N. 0°16'44" E. from the South Quarter Corner of said Section 15; thence S. 43°01'30" W. 30.44 feet; thence S. 28°01'26" W. 25.78 feet; thence S. 17°29'42" W. 41.13 feet; thence S. 16°36'33" W. 82.87 feet; thence S. 4°43'42" W. 713.83 feet; thence S. 13°32'11" W. 246.60 feet to the southerly boundary line of said entire tract, and the point of Terminus.

The sidelines of said easement to be extended or shortened to terminate at said easterly and southerly boundary lines.

The above-described strip of land contains 11,411 square feet in area or 0.262 acre, more or less.

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

The combined total of the above-described strips of land equals 11,967 square feet in area or 0.274 acre more or less

BASIS OF BEARING: S. 89°43'16" E. along the section line between the South Quarter and the Southeast Corner of said Section 15, Township 4 South, Range 1 West, Salt Lake Base and Meridian.

Assessor Parcel No. 33-15-400-014

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 by the negligence of 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.

DATED this ____ day of _____, 2021.

GRANTOR:
SALT LAKE COUNTY

By: Exhibit Only - Do Not Sign
Mayor or Designee

By: _____
Sherrie Swensen, Salt Lake County Clerk

GRANTEE:
ROCKY MOUNTAIN POWER an unincorporated division
of PacifiCorp

By: _____
Its: _____

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

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

On this ____ day of _____, 2021, 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 _____, 2021, 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.

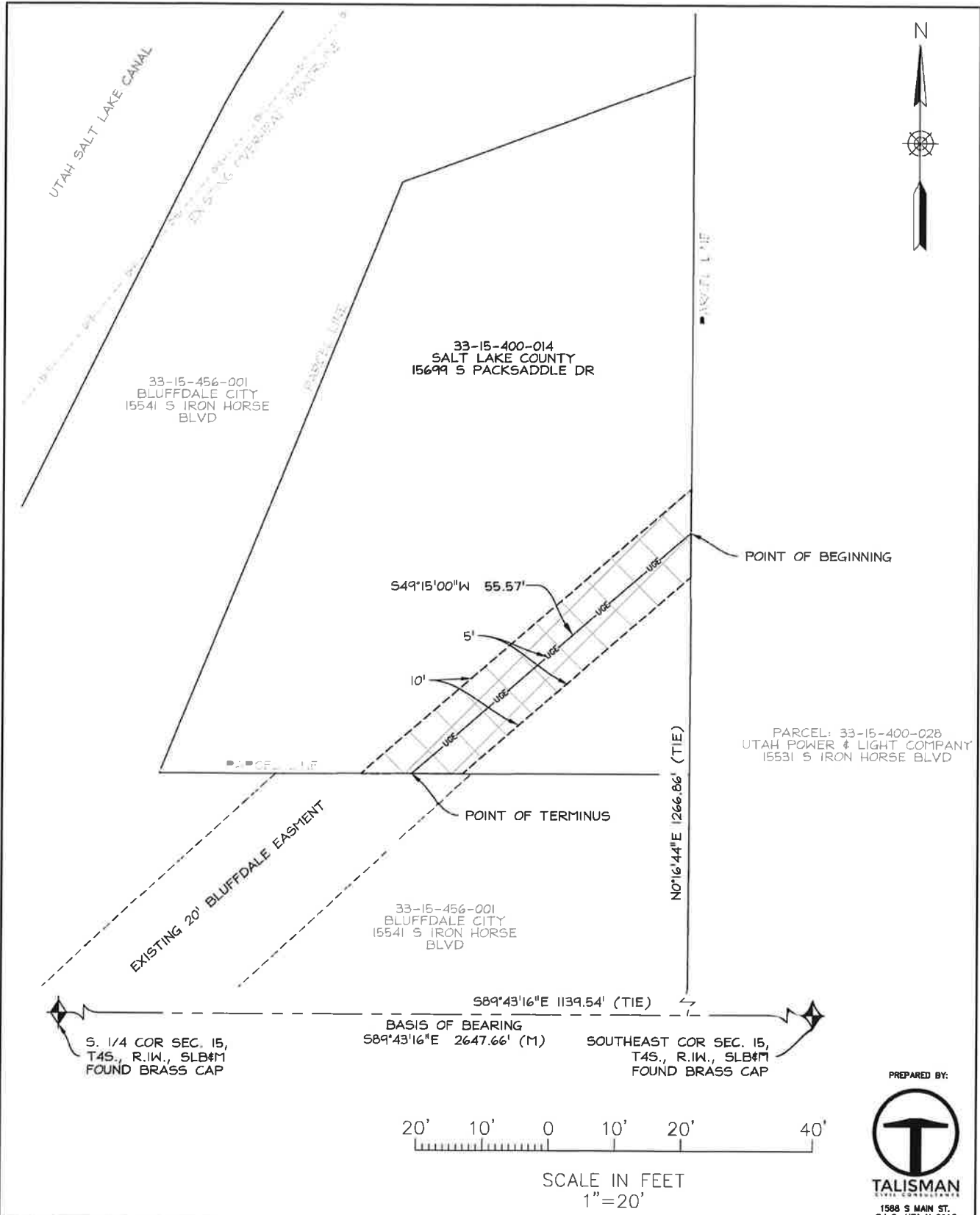
NOTARY PUBLIC
Residing in Salt Lake County

[SEAL]

STATE OF UTAH)
) ss.
COUNTY SALT LAKE)

On the _____ day of _____, 2021, personally appeared before me _____, 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 _____ duly acknowledged to me that said corporation executed the same.

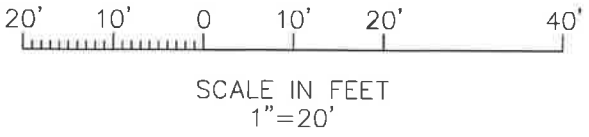
Notary Public



PREPARED BY:



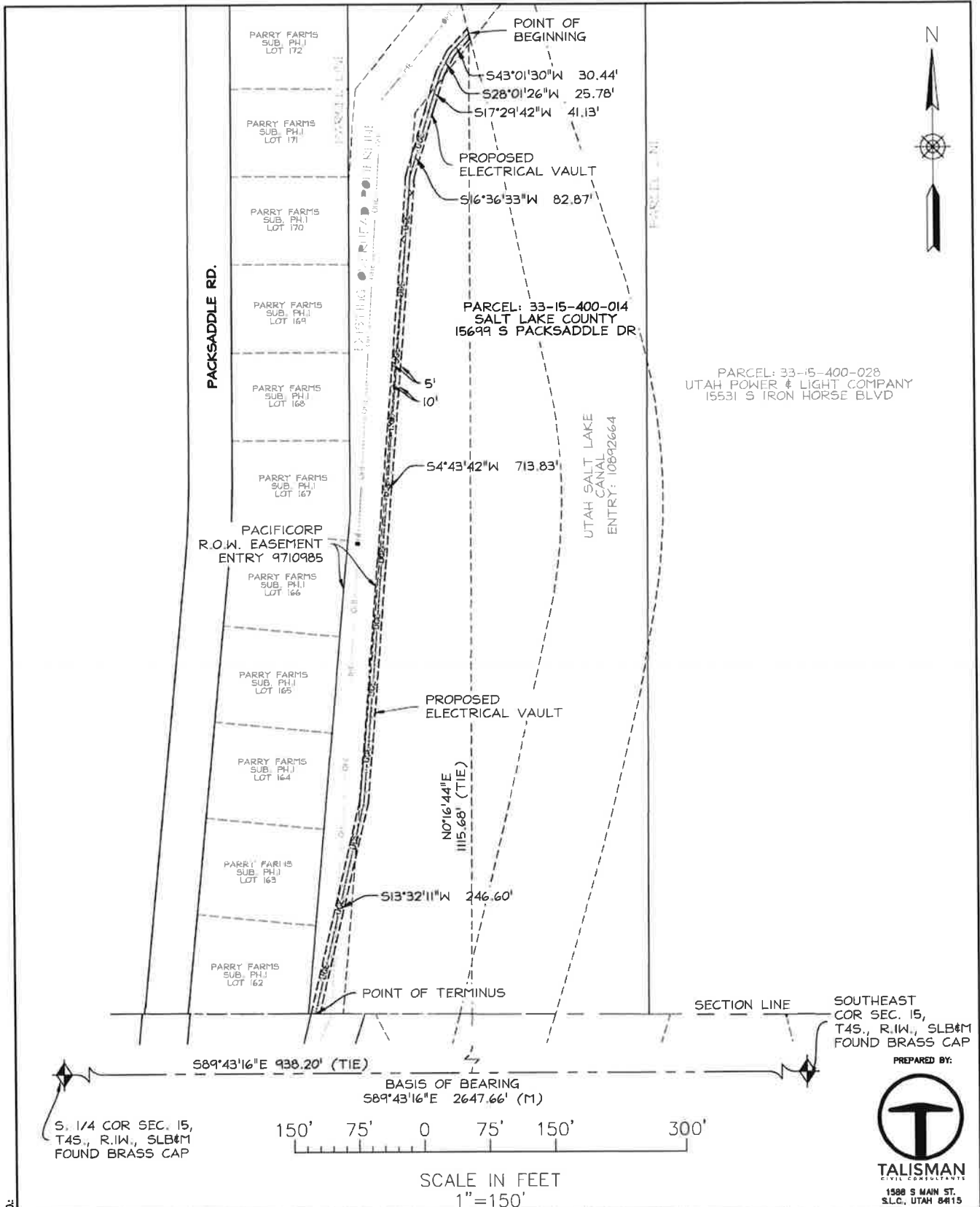
TALISMAN
 1588 S MAIN ST.
 S.L.C. UTAH 84115




REVISED 11.01.08 D. HURLEY CAD NO.:

NO.	DATE	REVISIONS	ENGINEER	DES./ DR.	CHECKED	APPROVED
EASEMENT EXHIBIT A						
DISCIPLINE ENG.	PROJ/ER#	SALT LAKE COUNTY PARCEL NO. 33-15-400-014 #1 S.E. 1/4 SECTION 15, T.4S., R 1W. 10' UNDERGROUND POWER EASEMENT				
PROJECT ENG.	DATE: 2021-04-15					
APPROVAL ENG.	ENG: DES:					
	DR: CH: SCALE: 1"=20'					
			SHEET 1 OF 1	REVISION		





REVISED 11.03.06 D. HARLEY CAD. NO.	NO.	DATE	REVISIONS	ENGINEER	DES./ DR.	CHECKED	APPROVED	
	EXHIBIT B				SALT LAKE COUNTY PARCEL NO. 33-15-400-014 #2 S.E. 1/4 SECTION 15, T.4S., R.1W. 10' UNDERGROUND POWER EASEMENT			
	DISCIPLINE ENG.	PRQJ/ER#	PL#					
	PROJECT ENG.	DATE:	2021-04-15					
APPROVAL ENG.	DR:	CH:						
	SCALE:	1"=120'	SHEET	1 OF 1	REVISION			

SOUTHEAST
COR SEC. 15,
T.4S., R.1W., SLB#M
FOUND BRASS CAP

PREPARED BY:



TALISMAN
CIVIL CONSULTANTS
1588 S MAIN ST.
S.L.C., UTAH 84115