

RESOLUTION NO. _____

ADOPTED: _____, 2022

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
AND AUTHORIZING THE MAYOR TO GRANT A RIGHT OF WAY
EASEMENT TO ROCKY MOUNTAIN POWER IN SALT LAKE CITY, SALT
LAKE COUNTY, STATE OF UTAH

RECITALS

A. Salt Lake County (the "County") owns a parcel of real property located at approximately 210 South Edison Street, Salt Lake City, Utah, specifically identified as Parcel No. 16-06-154-031 (the "Property").

B. Rocky Mountain Power, an unincorporated division of PacificCorp ("RMP") would like to acquire a right of way easement across a portion of the Property to construct, operate, maintain, repair, and replace electric power transmission lines and necessary accessories and appurtenances (the "Easement").

C. As consideration for the Easement, RMP will pay eight hundred three and 24/100 dollars (\$803.24), which the Salt Lake County Real Estate Section has determined to constitute full and adequate consideration in exchange for the Easement.

D. The County and RMP have prepared an Easement Purchase Agreement ("Purchase Agreement"), attached as Exhibit 1 hereto, and a related Right of Way Easement attached to the Purchase Agreement as Exhibit A, wherein the County grants the Easement 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 Right of Way 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 _____, 2022.

SALT LAKE COUNTY COUNCIL

By: _____
Laurie Stringham, 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	_____

REVIEWED AND ADVISED AS TO FORM AND LEGALITY:

John E. Diaz
Deputy District Attorney

EXHIBIT 1
(Easement Purchase Agreement)

EASEMENT PURCHASE AGREEMENT

This EASEMENT PURCHASE AGREEMENT (“Agreement”) is made and executed this ____ day of _____, 2022, 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. GRANTOR and GRANTEE may be collectively referred to hereinafter as the “Parties” or individually as a “Party”.

RECITALS

WHEREAS, GRANTOR owns a parcel of land located at approximately 210 South Edison Street, Salt Lake City, Utah, specifically identified as Parcel No. 16-06-154-031 (the “Property”); and

WHEREAS, GRANTEE desires to obtain an easement on, across, or under the surface of a portion 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; and

WHEREAS, GRANTOR is willing to grant and convey to GRANTEE an easement over the Property in accordance with the terms and conditions of this Agreement.

NOW THEREFORE IN CONSIDERATION of the covenants and conditions set forth herein, and other good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

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

A powerline easement to GRANTEE over a portion of Parcel No. 16-06-154-031 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 eight hundred three and 24/100 dollars (\$803.24), 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 _____, 2022.

GRANTOR: Salt Lake County

By _____
Mayor or Designee

RECOMMENDED FOR APPROVAL:

By _____
Salt Lake County Real Estate Manager

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney

GRANTEE: Rocky Mountain Power, an unincorporated division of PacifiCorp

By _____
Its: _____

EXHIBIT A
RIGHT OF WAY EASEMENT

Return to:

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

Project Name: Old Floral Street Easement

WO#:

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 nine feet one inch [9'.01"] in width and nine feet [9'.00"] in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground 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 on, across, or under the surface of the real property of Grantor in Salt Lake County, State of Utah, with an approximate address of 210 South Edison Street, Salt Lake City, Utah, (the “Easement Area”), and more particularly as follows:

EASEMENT LEGAL DESCRIPTION

A part of Lot 6, Block 56, Plat A Salt Lake City Survey in Salt Lake County, Utah:

Beginning at a point 154.05 feet South 0°17'25" West along the Lot Line; and 81.06 feet North 89°46'54" West from the Northeast Corner of said Lot 6; and running thence North 89°46'54" West 9.01 feet to the Center of Old Floral Street; thence North 0°17'22" East 9.00 feet along the Center of said Old Floral Street; thence South 89°46'54" East 9.01 feet; thence South 0°17'22" West 9.00 feet to the point of beginning.

Contains 81 sq ft

Assessor Parcel No. 16-06-154-031

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 underground electric power transmission facilities and appurtenant parts in a safe condition. Grantee shall maintain the underground

electric power transmission facilities in compliance with all applicable governmental requirements. All costs of maintenance and similar activities required by this paragraph and by the following paragraphs shall be borne solely by Grantee.

Upon completion of the underground electric power transmission 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 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 _____, 2022.

GRANTOR:
SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
Salt Lake County Clerk or Designee

GRANTEE:

ROCKY MOUNTAIN POWER an unincorporated division
of PacifiCorp

By: _____
Its: _____

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

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

On this _____ day of _____, 2022, 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

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

On this _____ day of _____, 2022, personally appeared before me _____, who being duly sworn, did say 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

STATE OF UTAH)
) ss.
COUNTY SALT LAKE)

On the ___ day of _____, 2022, 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

Property Description

Northwest Quarter, Section 6, Township 1 South, Range 1 East,
 Salt Lake Base and Meridian
 County: Salt Lake, State: Utah
 Parcel Number: 16-06-154-031



200 SOUTH STREET

(Public Street)

S 89°46'48" E VRS MEASURED 792.79'
 (N 89°58'19" E SLC ATLAS PLAT)

Found Brass Cap Monument
 200 South State Street

Found Brass Cap Monument
 200 South 200 East

BASIS OF BEARINGS
 (N 0°13'00" E VRS MEASURED
 (792.726' SLC ATLAS PLAT)

BASIS OF BEARINGS
 (N 0°01'43" W VRS MEASURED
 (92.726' SLC ATLAS PLAT)

Found Brass
 Cap Monument
 300 South State Street

EOS AT PARKSIDE LLC
 16-06-154-051

398.26'
 NORTHEAST
 CORNER
 LOT 6,
 BLOCK 56
 PLAT A
 SLC SURVEY

COMMUNITY FIRST
 NATIONAL BANK
 16-06-154-030

S 0°17'25" W 154.05'

COMMUNITY FIRST
 NATIONAL BANK
 16-06-154-029

EOS AT PARKSIDE LLC
 16-06-154-034

SLCO PARCEL
 Power Easement
 81 sq. ft.

9.00' N 0°17'22" E

9.01' S 89°46'54" E

9.00' S 0°17'22" W

POINT OF BEGINNING

N 89°46'54" W 81.06'

9.01' N 89°46'54" W

CC#:	W#:
Landowner Name:	
Drawn by: DK	

Exhibit A

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.

