

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 successors-in-interest and assigns, and GRANGER-HUNTER IMPROVEMENT DISTRICT, a body politic of Salt Lake County, hereinafter referred to as GRANTEE.

RECITALS

- A. GRANTOR owns a parcel of land located at Salt Lake City, specifically identified as Parcel No. 15-27-252-001 (the “Property”).
- B. GRANTEE desires to obtain an easement on, above or below portions of the Property (the “Easement Area”) to allow Grantee to construct, operate, repair and replace thereon a waterline.
- 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. 15-27-252-001 as provided in the Waterline Easement attached hereto as Exhibit A and incorporated herein by this reference.

A temporary easement to GRANTEE over portions of Parcel No. 15-27-252-001 as provided in the Waterline Easement attached hereto as Exhibit B and incorporated herein by this reference.

Conditions in place during the construction to mitigate construction impacts include:

- Placing temporary fencing and delineating the limits of disturbance at the boundary of the temporary easement.

Conditions to be permanently put in place to mitigate the impacts of the project include:

- Installing a two-foot minimum mow strip on the park side of the fence.
- Installing a permanent fence on the property line.
- Protecting in-place the back-flow prevention devices and their protection box.
- Replacing any affected irrigation lines to their pre-construction condition or better.

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 propertyburdened by the Waterline 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 waterline within the property burdened by the Waterline 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 Waterline Easement.

4. IN CONSIDERATION of the sale and conveyance of said Easements, GRANTEE shall pay the GRANTOR the amount of \$39,700.00 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 duly executed this__ day of _____, 2021.

GRANTOR: Salt Lake County

By _____
Mayor or Designee

RECOMMENDED FOR APPROVAL:

By _____
Martin Jensen, Director
Salt Lake County Parks and Recreation

APPROVED AS TO FORM
District Attorney's Office
By: R. Christopher Preston
Attorney
R. CHRISTOPHER PRESTON
Date: 4/20/2021

GRANTEE: Granger-Hunter Improvement
District By Jason [Signature]
Its: General Manager

EXHIBIT A
WATERLINE EASEMENT

WHEN RECORDED, MAIL TO:
Granger-Hunter Improvement District
P.O. Box 701110
West Valley City, Utah 84170-1110

Tax ID No. 15-27-252-001

Waterline Easement
(COUNTY)
Salt Lake County

Salt Lake County, a body corporate and politic of the State of Utah, Grantor, hereby grants and conveys to Granger-Hunter Improvement District, a body politic of Salt Lake County, at 2888 South 3600 West, West Valley City, Utah 84170, Grantee, for the sum of (\$10.00), dollars, and other good and valuable considerations, the following described easement is in Salt Lake County, State of Utah, to-wit:

A perpetual fifteen-foot-wide easement to construct, operate, repair and replace a waterline, on, above, or below a tract of land, described as Parcel No. 2 in that Warranty Deed recorded on July 9, 1973 as Entry No. 2552885 in the Office of the Salt Lake County Recorder and situate in the SW1/4 NE1/4 of Section 27, T.1S., R.1W., S.L.B.&M., the boundary of said waterline easement is described as follows ("Easement Area"):

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID ENTIRE TRACT, WHICH POINT IS 1,309.61 FEET S.89°51'25"E. (DEED = 1309 FEET EAST) ALONG THE QUARTER SECTION LINE AND 53.00 FEET NORTH FROM THE CENTER OF SAID SECTION 27; THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT N.89°51'25"W. 15.00 FEET; THENCE N.00°14'53"E. 446.47 FEET; THENCE N.80°48'19"E. 15.21 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE ALONG SAID BOUNDARY LINE S.00°14'53"W. (DEED = SOUTH) 448.94 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED WATERLINE EASEMENT CONTAINS 6,716 SQUARE FEET OR 0.154 ACRE IN AREA, MORE OR LESS.

EXHIBIT "A": BY THIS REFERENCE, MADE A PART HEREOF.

BASIS OF BEARING: S. 89°51'25" E. ALONG THE QUARTER SECTION LINE BETWEEN THE CENTER OF SECTION MONUMENT AND

THE EAST QUARTER CORNER OF SAID SECTION 27, T1S
R1W, SLB&M

Grantor reserves the right to use the Easement Area for any use not inconsistent with Grantee's use of the Easement Area provided such use shall not interfere with or endanger Grantee's perpetual easement or improvements constructed therein. Notwithstanding the forgoing, Grantee shall have the right, without compensation to Grantor, to cut and to keep clear all trees, brush, native growth or foliage and any and all other obstructions that may, in Grantee's sole opinion, endanger, hinder or conflict with the exercise by Grantee of its easement rights and interests hereunder including access to the Easement Area. 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 waterline within the Easement Area, 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 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.

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), 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. All personal property and fixtures of Grantee located within the Easement Area shall be maintained and used at the risk of Grantee and the Indemnified Parties shall not be liable for any damage thereto or theft thereof.

IN WITNESS WHEREOF, said County has caused this instrument to be executed by its proper officer thereunto duly authorized, this _____ day of _____, 2021.

GRANTOR: SALT LAKE COUNTY

By _____
Mayor or Designee

By _____
Salt Lake County Clerk

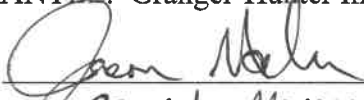
APPROVED AS TO FORM
District Attorney's Office

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

Date: 7/20/2021

GRANTEE: Granger-Hunter Improvement District

By 
Its: General Manager

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 in behalf of Salt Lake County, by authority of law.

Notary Public

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

On this ___ day of _____, 2021, personally appeared before me Sherrie Swensen, 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 14 day of April, 2021, personally appeared before me Kristy Johnson, who being duly sworn, did say that (s)he is the General Manager of Granger-Hunter Improvement District, and that the foregoing instrument was signed in behalf of Granger-Hunter Improvement District, by authority of law.

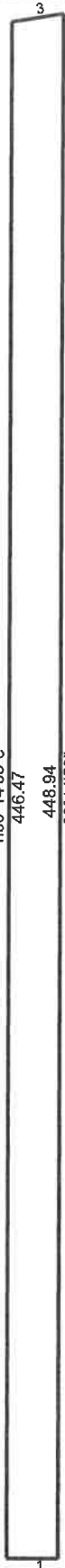




Notary Public

Exhibit A

Map



Perpetual Easement

9/23/2020

Scale: 1 inch= 50 feet

File: PerpetualEasement.ndp

Tract 1: 0.1542 Acres (6716 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/207769), Perimeter=926 ft.

- 01 n89.5125w 15
- 02 n00.1453e 446.47
- 03 n80.4819e 15.21
- 04 s00.1453w 448.94

EXHIBIT B
TEMPORARY EASEMENT

WHEN RECORDED, MAIL TO:
Granger-Hunter Improvement District
P.O. Box 701110
West Valley City, Utah 84170-1110

Tax ID No. 15-27-252-001

Temporary Construction Easement
(COUNTY)
Salt Lake County

Salt Lake County, a body corporate and politic of the State of Utah, Grantor, hereby grants and conveys to Granger-Hunter Improvement District, a body politic of Salt Lake County, at 2888 South 3600 West, West Valley City, Utah 84170, Grantee, for the sum of (\$10.00) dollars, and other good and valuable considerations, a temporary construction easement to construct a waterline and appurtenant structures, and other related facilities on, over, across, and through the following described area in Salt Lake County, State of Utah, to-wit:

A twenty-five-foot-wide temporary construction easement, upon part of an entire tract of land, described as Parcel No. 2 in that Warranty Deed recorded on July 9, 1973 as Entry No. 2552885 in the Office of the Salt Lake County Recorder and situate in the SW1/4 NE1/4 of Section 27, T.1S., R.1W., S.L.B.&M., the boundary of said temporary construction easement is described as follows ("Easement Area"):

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT, WHICH POINT IS 1,294.61 FEET S.89°51'25"E. ALONG THE QUARTER SECTION LINE AND 53.00 FEET NORTH FROM THE CENTER OF SAID SECTION 27; THENCE ALONG SAID BOUNDARY LINE N.89°51'25"W. 25.00 FEET; THENCE N.00°14'53"E. 467.70 FEET; THENCE N.80°48'19"E. 40.55 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE ALONG SAID EASTERLY BOUNDARY LINE S.00°14'53"W. (DEED = SOUTH) 25.34 FEET; THENCE S.80°48'19"W. 15.21 FEET; THENCE S.00°14'53"W. 446.47, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TEMPOARY CONSTRUCTION EASEMENT CONTAINS 12,123 SQUARE FEET OR 0.278 ACRE IN AREA, MORE OR LESS.

EXHIBIT "A": BY THIS REFERENCE, MADE A PART HEREOF.

BASIS OF BEARING: S. 89°51'25" E. ALONG THE QUARTER SECTION LINE BETWEEN THE CENTER OF SECTION MONUMENT AND THE EAST QUARTER CORNER OF SAID SECTION 27, T1S R1W, SLB&M

This temporary construction easement is taken for a _____ month period to commence with construction, and unless the construction contemplated hereunder is completed prior thereto, this temporary construction easement will expire of its own terms on _____, 2021.

Grantor reserves the right to use the Easement Area for any use not inconsistent with Grantee's use of the Easement Area provided such use shall not interfere with or endanger Grantee's perpetual easement or improvements constructed therein.

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.

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), 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. All personal property and fixtures of Grantee located within the Easement Area shall be maintained and used at the risk of Grantee and the Indemnified Parties shall not be liable for any damage thereto or theft thereof.

IN WITNESS WHEREOF, said County has caused this instrument to be executed by its proper officer thereunto duly authorized, this ___ day of _____, 2021.

GRANTOR: SALT LAKE COUNTY

APPROVED AS TO FORM
District Attorney's Office
By: R. Christopher Preston
Attorney

By _____
Mayor or Designee

R. CHRISTOPHER PRESTON
Date: 4/20/2021

By _____
Salt Lake County Clerk

GRANTEE: Granger-Hunter Improvement District

By Jason Helm
Its: General Manager

[Acknowledgements on following page]

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 in behalf of
Salt Lake County, by authority of law.

Notary Public

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

On this ___ day of _____, 2021, personally appeared before me Sherrie Swensen,
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)

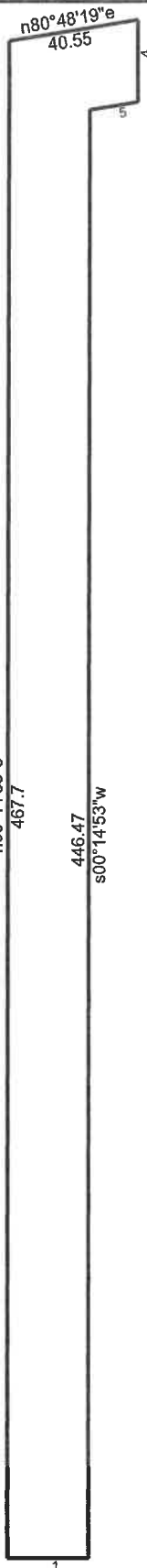
On this 14 day of April, 2021, personally appeared before me _____
Kristy Johnson, who being duly sworn, did say that (s)he is the General Manager of
Granger-Hunter Improvement District, and that the foregoing instrument was signed in
behalf of Granger-Hunter Improvement District, by authority of law.



Notary Public

Exhibit A

Map



Temporary Easement

9/23/2020

Scale: 1 inch= 54 feet

File: TemporaryEasement.ndp

Tract 1: 0.2783 Acres (12123 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/279304), Perimeter=1020 ft.

- 01 n89.5125w 25
- 02 n00.1453e 467.7
- 03 n80.4819e 40.55
- 04 s00.1453w 25.34
- 05 s80.4819w 15.21
- 06 s00.1453w 446.47