

WHEN RECORDED RETURN TO:

Salt Lake County  
Salt Lake County Real Estate Manager  
2001 South State Street, S3-110  
Salt Lake City, Utah 84190

*Space above for County Recorder's  
use*

RE No. \_\_\_\_\_  
Tax Serial No. \_\_\_\_\_

**RELEASE OF PORTION OF MIDAS CREEK PERPETUAL EASEMENT**

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, Grantor, for good and valuable consideration, hereby releases and relinquishes to the owners of record all of Grantor's right, title and interest in that certain portion of Easement (the "Easement") disclosed in the Easement Purchase Agreement and Perpetual Easement recorded as Entry Nos. 10551418 and 10551419 respectively, in the Office of the Salt Lake County Recorder. Said easement is located in Lots 201 and 202 of the Park Place Phase 2 Subdivision, recorded as Entry No. 13198078 in the Office of said Recorder and is described as follows:

See Exhibit A for original Easement the Purchase Agreement, the Perpetual Easement and the Park Place Phase 2 Subdivision Plat Map, see Exhibit B for the legal description of the vacated/released portion of the Easement, and Exhibit C for a depiction of the Easement area affected by this Release, attached.

IN WITNESS WHEREOF, Grantor has caused this **RELEASE OF PORTION OF MIDAS CREEK PERPETUAL EASEMENT** to be signed and its official seal to be affixed hereto by its duly authorized officer this \_\_\_ day of April, 2022.

SALT LAKE COUNTY

By: \_\_\_\_\_  
Mayor or Designee

By: \_\_\_\_\_  
Salt Lake County Clerk or Designee

[Acknowledgments on Following Page]

RE No. \_\_\_\_\_  
Tax Serial No. \_\_\_\_\_

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

On this \_\_\_\_ day of April, 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.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County

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/she is the Clerk of Salt Lake County and that the foregoing **RELEASE OF PORTION OF MIDAS CREEK PERPETUAL EASEMENT** was signed by him/her on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County

Approved as to form:

John E. Diaz  
John E. Diaz  
Deputy District Attorney  
Date: 04/06/2022

**EXHIBIT A**  
[Original Easement]



Standard Form Agreement  
 District Attorney No. 2008-5015  
 Approved 4/24/08, Expires 4/30/09

**EASEMENT/PURCHASE AGREEMENT  
 (ROADWAY & FLOOD CONTROL PROJECT ONLY)**

Re: 3305

Project No. FV 20080004 Project Midas Creek Farm Culvert Project  
 Parcel No. 1:CE, 1:2CE, 1:3CE Location 11050 South 1055 West  
 Mailing Address 11081 South 1055 West, South Jordan, UT 84095

This AGREEMENT is made and executed this 23rd day of October, 2008 by and between B.D. Williams, LLC, a Utah limited liability company, hereinafter referred to as SELLER which expression shall include their heirs, administrators, and assigns, and SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY.

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

1. SELLER agrees to sell, convey, and deliver to the herein mentioned escrow a permanent/temporary easement interest to COUNTY on, over, across and under the real property described in attached Exhibit "A" Perpetual Easement (Parcel No. 1:CE); Exhibit "B" Perpetual Easement (Parcel No. 1:2CE); and Exhibit "C" Temporary Construction Easement (Parcel No. 1:3CE) for the purposes of construction, operation, maintenance, inspection, cleaning, repair and alteration of Midas Creek, together with all flood control structures and appurtenances.
2. IN CONSIDERATION of the sale and conveyance of said right of way, COUNTY shall pay the SELLER the amount of \$10.00, payable as follows: one lump sum.
3. SELLER and COUNTY understand and agree that this Agreement shall not be considered final until approved and executed by the Salt Lake County Mayor.
4. SELLER and COUNTY agree that Joyce M. Valdez of the Salt Lake County Real Estate Division shall act as escrow agent in accordance with the terms of this Agreement for the parties hereto.
5. It is agreed that the terms herein constitute the entire Agreement between SELLER and COUNTY and that no verbal statement made by anyone shall be construed to be part of this Agreement unless incorporated in writing herein.
6. It is agreed that the right of way granted pursuant to this Agreement shall be subject to the following conditions:
  - a. The COUNTY and its agents and contractors, in performance of any work on the right of way, shall restore all property through which work traverses, to as near its original condition as is reasonably possible.

EASEMENT/PURCHASE AGREEMENT

Seller: B.D. Williams, LLC

Project No. FV20080004

Parcel No. 1:CE, 1:2CE, 1:3CE

Page Two

b. SELLER and its successors in interest shall have the right to use said property, except for the purposes said property is conveyed to COUNTY, provided such use shall not interfere with or endanger COUNTY'S easement or facilities constructed thereon.

7. See attached Exhibit "D".

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 23<sup>rd</sup> day of October, 2008.

RECOMMENDED FOR APPROVAL:

SELLER(S): B.D. Williams, LLC, a Utah limited liability company

By Jayne M. Vardey  
Acquisition Officer

Boyd G. Williams  
By: Boyd G. Williams, Manager and Member

Dorothy D. Williams  
By: Dorothy D. Williams, Manager and Member

BUYER: Salt Lake County

By [Signature]  
Mayor or Designee

STATE OF UTAH )  
 : ss.  
County of Salt Lake )

On this 24 day of October, 2008, personally appeared before me Doug Willmore, who being duly sworn, did say that (s)he is the Chief Administrative Officer of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.



[Signature]  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah

10551419

WHEN RECORDED, RETURN TO:  
SALT LAKE COUNTY REAL ESTATE DIVISION

10551419  
10/29/2008 01:29 PM \$0.00  
Book - 9654 Pg - 9423-9429  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CO REAL ESTATE  
BY: CDC, DEPUTY - WI 2 P.

**PERPETUAL EASEMENT**  
**Limited Liability Company**

Parcel No. 1:CE  
Project No. FV20080004  
Tax Serial No. 27-23-126-014

B. D. WILLIAMS, LLC, a Utah limited liability company, GRANTOR, hereby Grant(s) and Convey(s) to SALT LAKE COUNTY, a body corporate and politic 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 for purposes of construction, operation, maintenance, inspection, cleaning, repair and alteration of Midas Creek, together with all flood control structures and appurtenances thereof, for a Salt Lake County project known as Project FV20080004 to wit:

(SEE EXHIBIT "A")

IN WITNESS WHEREOF, said B.D. Williams, LLC has caused this instrument to be executed by its proper officers hereunto duly authorized, this 30 day of Sept, 2008.

B.D. WILLIAMS, LLC, a Utah Limited Liability Company

By Boyd G. Williams  
Boyd G. Williams, Manager and Member

By Dorothy D. Williams  
Dorothy D. Williams, Manager and Member

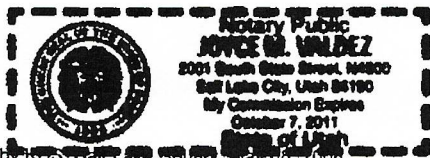
STATE OF UTAH )  
 )  
 ) : ss.  
County of Salt Lake )

On the date first above written personally appeared before me, Boyd G. Williams and Dorothy D. Williams, who, being by me duly sworn, say that they are the Managers and Members of B.D. WILLIAMS, a Utah Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Operating Agreement and the said Boyd G. Williams and Dorothy D. Williams acknowledged to me that said company executed the same.

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

My Commission Expires: \_\_\_\_\_

Joyce M. Valdez  
Notary Public  
Residing in: Salt Lake County, UT



Prepared by RDS, Salt Lake County, May 06, 2008

APPROVED AS TO FORM  
Salt Lake County District Attorney's Office  
By [Signature]  
Deputy District Attorney  
Date 2-17-08

BK 9654 PG 9428

## EXHIBIT "A"

A perpetual easement being part of an entire tract of property located in the Northwest Quarter of Section 23, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said entire tract is described in that Quit Claim Deed recorded in Book 8344, Page 4017, Salt Lake County Recorder's Office. The boundary of said perpetual easement is described as follows:

Beginning at a point in the northwesterly boundary line of Parkway Palisades, No. 1 Amended Subdivision, platted and recorded in the Salt Lake County Recorder's Office, which point is S. 00°10'04" W. 644.35 feet along the section line and S. 89°49'56" E. 1,625.55 feet from the Northwest Corner of said Section 23; thence S. 89°59'47" W. 137.84 feet; thence N. 13°00'04" W. 72.81 feet; thence S. 89°24'53" E. 355.86 feet; thence S. 25°52'32" E. 48.38 feet; thence S. 80°59'41" W. 105.68 feet to an easterly boundary line of said Parkway Palisades No. 1 Amended Subdivision; thence N. 21°03'33" W. (Record = N. 21°05'42" W.) 38.85 feet along said easterly boundary line to an interior corner; thence S. 67°23'13" W. (Record = S. 67°21'04" W.) 113.09 feet along a westerly boundary line of said Parkway Palisades No. 1 Amended Subdivision to the point of beginning.

The above described perpetual easement contains 20,735 square feet in area or 0.476 acres, more or less.



**EXHIBIT B**  
[legal description]

## VACATION MIDAS CREEK PERPETUAL EASEMENT

**Park Place Phase 2 –Salt Lake County Midas Creek Easement Vacation being part of a perpetual easement disclosed in those Quit Claim Deeds recorded as Entry Nos. 10551418 and 10551419 in the Office of the Salt Lake County Recorder. Said easement is located in Lots 201 and 202 of the Park Place Phase 2 Subdivision, recorded as Entry No. 13198078 in the Office of said Recorder and is described as follows:**

Beginning at a northwesterly corner of said perpetual easement identified as Parcel No. 1:CE (REV) at a point being South 00°07'55" West 577.25 feet along the section line and East 1,471.13 feet from the Northwest Corner of Section 23, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 89°27'02" East 255.83 feet along the northerly boundary of said perpetual easement to intersect the northerly line of a proposed 20-foot wide Midas Creek Access Easement;

thence along said northerly line of a proposed easement the following four (4) courses:

1) Southwesterly 9.45 feet along the arc of a 30.00 foot radius curve to the right (center bears North 20°06'22" West and the chord bears South 78°55'00" West 9.41 feet with a central angle of 18°02'43");

2) South 87°56'21" West 187.13 feet;

3) North 85°38'58" West 53.35 feet;

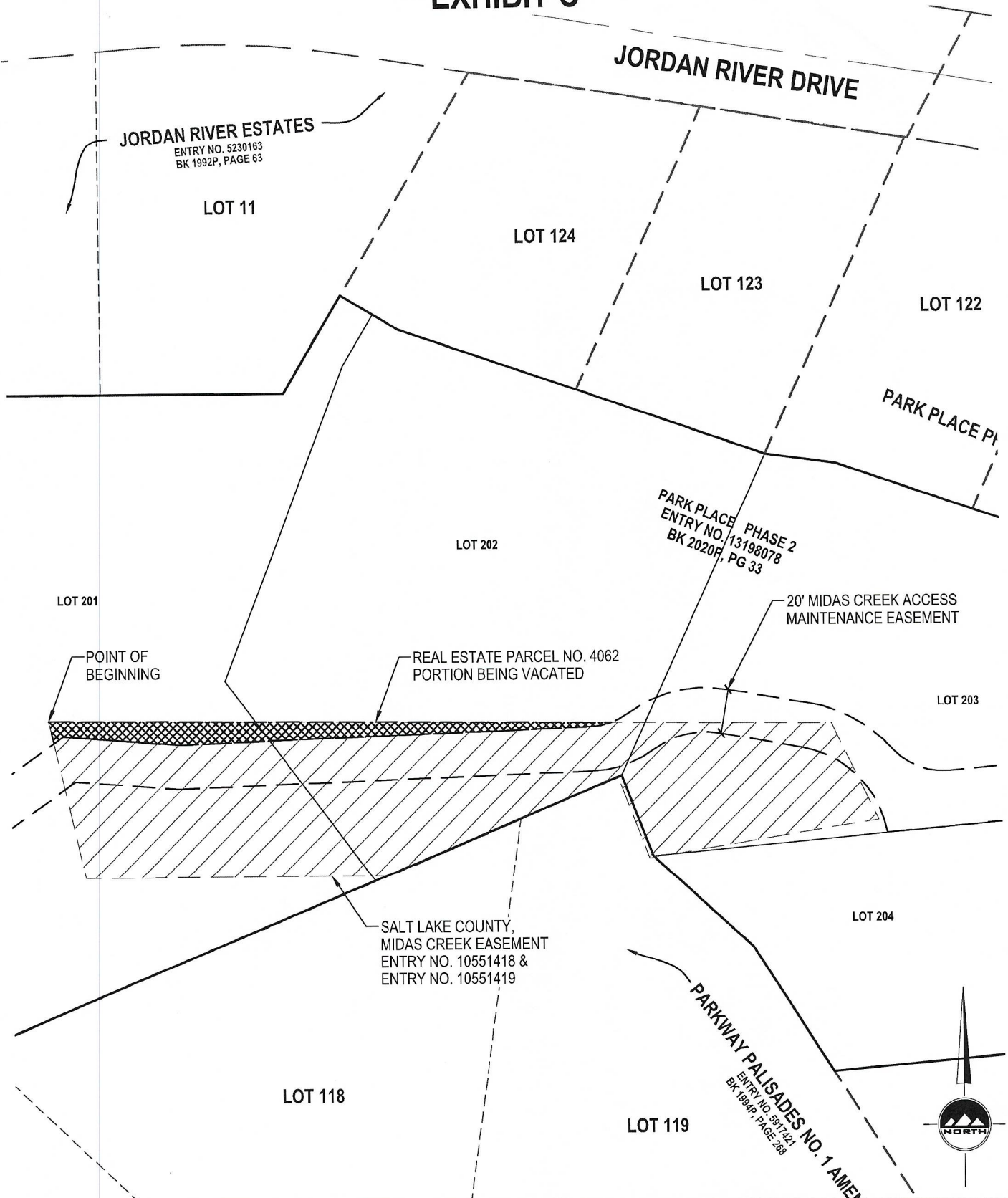
4) South 54°56'57" West 5.02 feet to the westerly boundary of said perpetual easement;


thence North 13°02'13" West 10.08 feet along said westerly boundary to the point of beginning.

Contains 1,668 Square Feet

**EXHIBIT C**  
[map]

# EXHIBIT C



<p>PROJECT# 8420F    DATE 3/30/22</p> <p><b>4 OF 4</b></p> <p>FILE: SD\vac_creek</p>	<p><b>PARK PLACE SUBDIVISION PHASE 2</b></p> <p>11065 SOUTH 1055 WEST SOUTH JORDAN, UTAH</p> <p><b>SLCO MIDAS CREEK EASEMENT VACATION EXHIBIT</b></p>	<p>FOR: THE JOY BRADSHAW WOOLLEY LIVING TRUST 02/24/2004 2755 EAST COTTONWOOD PKWY #450 SALT LAKE CITY, UTAH 84121</p>	<p>45 W. 10000 S. Ste 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449 <a href="http://www.ensigneng.com">www.ensigneng.com</a></p>	
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