

RESOLUTION NO. _____

ADOPTED: _____, 2021

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
AND AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY AND
EASEMENT GRANT WITH QUESTAR GAS COMPANY DBA DOMINION
ENERGY UTAH

RECITALS

A. Salt Lake County (the “County”) owns a parcel of real property located at approximately 1283 East Mike Weir Dr. in Draper, Utah, Parcel No. 34-08-200-013, where the clubhouse for the South Mountain Golf Course is located (the “County Property”).

B. The County has leased a portion of the County Property to Siempre, LLC (“Siempre”) for a mixed-use development that allows Siempre to construct a new event center (the “Event Center”) adjacent to the clubhouse.

C. A 20-foot wide perpetual easement across a portion of the County Property is necessary to allow Questar Gas Company dba Dominion Energy Utah (“Questar”) to construct, maintain, and repair an underground gas pipeline and related facilities (“Gas Facilities”) to provide gas services to the Event Center.

D. It has been determined that installation and connection to Questar’s Gas 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 Gas Facilities will provide to the Event Center on the County Property.

E. The County and Questar have prepared an Easement Grant, attached as Exhibit A hereto (“Easement Agreement”), wherein the County grants the requested easement across a portion of the County Property to Questar for the construction, maintenance, and repair of the Gas Facilities.

F. It has been determined that the best interests of the County and the general public will be served by executing the Easement Agreement. The terms and conditions of the Easement Agreement are in compliance with all applicable state statues and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Easement Agreement, attached hereto as Exhibit A and by this reference made a part of this Resolution, is hereby approved; and the Mayor and County Clerk are hereby authorized to execute the original of said Easement Agreement and to deliver the fully executed document to the County Real Estate Section for distribution as necessary to complete the transaction.

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:

R. Christopher Preston
Deputy District Attorney

Exhibit A
Easement Grant

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
SiempreLLC; bn;

Space above for County Recorder's use
PARCEL I.D.# 34082000130000

EASEMENT GRANT

Salt Lake County

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, Grantor, does hereby convey to QUESTAR GAS COMPANY dba Dominion Energy Utah, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a non-exclusive right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Salt Lake County, State of Utah, as shown on Exhibit "A" attached hereto and by this reference made a part hereof and more particularly described as follows, to-wit:

A non-exclusive right-of-way and easement being part of an entire tract of land described as Parcel C in that Quitclaim Deed recorded as Entry No. 11754105 in Book 10190 at Page 3259 in the Office of the Salt Lake County Recorder. Said right-of-way and easement is located in the Northeast Quarter of Section 08 and the Northwest Quarter of Section 09 in Township 4 South Range 1 East of the Salt Lake Base and Meridian; and is described as follows:

Beginning at a point in the northerly right of way line of Mike Weir Drive, which is South 89°52'36" East, along the section line, 193.23 feet and South 00°07'24" West, 1127.46 feet from the Northwest Corner of said Section 9, Township 4 South, Range 1 East, Salt Lake Base and Meridian (Basis of Bearing is South 89°52'36" East between said Northwest Corner and the North Quarter Corner of said Section 9); and running thence South 81°10'59" West, 20.00 feet along said northerly right of way line; thence North 08°45'45" West, 29.16 feet to a point of tangency with a 33.50 foot radius curve to the left; thence Northerly 23.02 feet along the arc of said curve through a central angle of 39°22'00" (chord bears North 28°26'45" West, 22.57 feet) to the point of reverse curvature with a 99.50 foot radius curve to the right; thence Northwesterly 50.82 feet along the arc of said curve through a central angle of 29°16'01" (chord bears North 33°29'45" West, 50.27 feet) to the point of reverse

curvature with a 217.39 foot radius curve to the left; thence Northwesterly 66.91 feet along the arc of said curve through a central angle of 17°38'01" (chord bears North 27°40'46" West, 66.64 feet); thence North 36°29'46" West, 65.12 feet; thence South 81°25'33" West, 52.93 feet; thence North 08°34'28" West, 24.43 feet; thence North 81°25'33" East, 20.00 feet; thence South 08°34'28" East, 4.43 feet; thence North 81°25'33" East, 44.97 feet; thence South 36°29'46" East, 77.15 feet to the point of tangency with a 237.39 foot radius curve to the right; thence Southeasterly 73.06 feet along the arc of said curve, through a central angle of 17°38'01" (chord bears South 27°40'46" East, 72.77 feet) to the point of reverse curvature with a 79.50 foot radius curve to the left; thence Southeasterly 40.61 feet along the arc of said curve, through a central angle of 29°16'01" (chord bears South 33°29'45" East, 40.17 feet) to the point of reverse curvature with a 53.50 foot radius curve to the right; thence Southerly 36.76 feet along the arc of said curve, through a central angle 39°22'00" (chord bears South 28°26'45" East, 36.04 feet); thence South 08°45'45" East, 29.14 feet to the point of beginning.

Containing: 6,185 Sq. Ft. (or 0.14 Acres)

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long the Facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the Facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.
2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.
3. Grantor shall not plant, or permit to be planted, any deep-rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.
4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without compensation.

6. Grantee, following the installation or maintenance of the Facilities, shall restore the surface of the right-of-way and easement, and any improvements, to, as near as practicable, the condition of the surface, prior to said installation or maintenance.

7. The Facilities located on, under and across this easement will be installed, maintained, and operated by Grantee, according to its Utah tariff and in accordance with all applicable codes, laws, rules, or regulations.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20__.

SALT LAKE COUNTY

By: Exhibit Only - Do Not Sign
Mayor or Designee

By: _____
County Clerk or Designee

GRANTEE:
QUESTAR GAS COMPANY dba DOMINION ENERGY
UTAH

By: _____
Authorized Representative

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

On this ___ day of _____, 2021 personally appeared before me _____, who, being duly sworn, did say that he is the Authorized Representative of QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH and that the foregoing instrument was signed on behalf of said corporation.

Notary Public

EXHIBIT-A

