

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A TWO PERPETUAL CULINARY WATERLINE EASEMENT AGREEMENTS AND A PERPETUAL SECONDARY WATERLINE EASEMENT AGREEMENT WITH THE CITY OF SOUTH JORDAN

RECITALS

A. Salt Lake County (the “County”) owns several parcels of real property located at approximately 10004 South 4800 West and 9800 South County Road (Parcel Nos. 26-12-400-012 and 26-12-400-006 respectively) in South Jordan, Utah, which is part of the Bingham Creek Regional Park (the “Park”).

B. The County needs new waterlines to provide culinary water in the Park and a secondary water line for watering the landscaping at the Park.

C. The City of South Jordan (the “City”) provides culinary water services and secondary water services in the area where the Park is located.

D. In order to receive culinary water services through the City, the County has agreed to provide the City with two 15-foot-wide perpetual non-exclusive culinary waterline easements within the Park (one on Parcel No. 26-12-400-006 and one on Parcel No. 26-12-400-012) to allow for the construction, maintenance, and repair of the City’s underground culinary water pipelines and related facilities (the “Culinary Water Facilities”).

E. In order to receive secondary water services through the City, the County has agreed to provide the City with one 15-foot-wide perpetual non-exclusive secondary waterline easement within the Park (on Parcel No. 26-12-400-012) to allow for the construction, maintenance, and repair of the City’s underground secondary water pipelines and related facilities (the “Secondary Water Facilities”).

F. The County and the City have prepared two Perpetual Easement Agreements (the “Culinary Easement Agreements”) wherein the County grants perpetual non-exclusive culinary waterline easements to the City for the construction, maintenance, and repair of the Culinary Water Facilities.

G. Similarly, the County and the City have prepared a Perpetual Easement Agreement (the “Secondary Easement Agreement”) wherein the County grants a perpetual non-exclusive secondary waterline easement to the City for the construction, maintenance, and repair of the Secondary Water Facilities.

H. It has been determined that the connection to the City’s Culinary Water Facilities and Secondary Water Facilities constitutes fair and adequate consideration for the grant of said easements, and no other fee shall be required for the easements because of the benefit the Culinary Water Facilities and Secondary Water Facilities will provide to the Park.

I. It has been determined that the best interests of the County and the general public will be served by granting the perpetual non-exclusive easement interests to the City as provided in the Culinary Easement Agreements attached hereto as Exhibit A-1 and Exhibit A-2 and the Secondary Easement Agreement, attached hereto as Exhibit B (all three easement documents are collectively referred to herein as the “Agreements”). The execution of the Agreements will be in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the attached Agreements are accepted and approved, and the Mayor and County Clerk are hereby authorized to execute the Agreements attached hereto as Exhibit A-1, Exhibit A-2, and Exhibit B, and to deliver the fully executed documents to the County Real Estate Division for delivery to the City.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SALT LAKE COUNTY COUNCIL

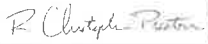
By: \_\_\_\_\_  
Steve DeBry, Chair

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 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: 2021.02.16 14:13:21 -07'00'  
R. Christopher Preston  
Deputy District Attorney

**Exhibit A-1**  
**Perpetual Easement Agreement**  
**For a Culinary Waterline on Parcel 26-12-400-006**

**Exhibit A-2**  
Perpetual Easement Agreement  
For a Culinary Waterline on Parcel 26-12-400-012

**Exhibit B**  
Perpetual Easement Agreement  
For a Secondary Waterline on Parcel 26-12-400-012