

RESOLUTION NO. _____

ADOPTED: _____, 2023

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING AN EASEMENT PURCHASE AGREEMENT AND AUTHORIZING THE GRANT OF A STORM DRAIN LINE EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT TO GRANGER HUNTER IMPROVEMENT DISTRICT

RECITALS

A. Salt Lake County (the “County”) owns several parcels of real property located at 3051 South Lester Street, West Valley City, Utah, where the Redwood Recreation Center is located including Parcel No. 15-28-252-001 and Parcel No. 15-28-252-003 (the “County Property”).

B. Granger-Hunter Improvement District (the “District”) would like to acquire a 31.5-foot wide perpetual easement across the County Property to construct, operate, repair, and replace a storm drain line.

C. The District would also like to acquire a temporary construction easement in the same approximate area to be used during the construction and installation of the storm drain line.

D. The County granted the District a perpetual easement and a temporary construction easement in this area in 2021; this is new easement expands on those earlier easements.

E. As consideration for these new, expanded easements, the District will pay \$44,400.00, which the Salt Lake County Real Estate Section as determined to constitute full and adequate consideration in exchange for this easement.

F. The County and the District have prepared an Easement Purchase Agreement (“Purchase Agreement”) attached as Exhibit 1 hereto, and a related Storm Drain Line Easement (attached as Exhibit A to the Purchase Agreement) and Temporary Construction Easement (attached as Exhibit B to the Purchase Agreement). The Storm Drain Line Easement and the Temporary Construction Easement are collectively referred to as the “Easements.”

G. It has been determined that the best interests of the County and the general public

will be served by granting the Easements to the District. The terms and conditions of the Purchase Agreement and the Easements 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 Purchase Agreement, attached hereto as Exhibit 1 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 Easements, attached to the Purchase Agreement, and to deliver the fully executed document to the County Real Estate Section for delivery to the District upon receipt of payment as directed by the Purchase Agreement.

APPROVED and ADOPTED this _____ day of _____, 2023.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder Newton, Chair

ATTEST:

Lannie Chapman
Salt Lake County Clerk

Council Member Alvord voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Granato voting _____
Council Member Harrison voting _____
Council Member Stewart voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____
Council Member Winder-Newton voting _____

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney

EXHIBIT 1
(Easement Purchase Agreement)

EASEMENT PURCHASE AGREEMENT

This EASEMENT PURCHASE AGREEMENT (“Agreement”) is made and executed this ___ day of _____, 2023, 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 several parcels of land located at approximately 3051 South Lester Street in West Valley City, Utah, specifically identified as Parcel No. 15-27-252-001 and Parcel No. 15-27-252-003 (the “Property”).
- B. GRANTEE desires to obtain an easement on, across or below portions of the Property (the “Easement Area”) to allow Grantee to construct, operate, repair and replace thereon a storm drain line.
- 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 Storm Drain Line Easement attached hereto as Exhibit A and incorporated herein by this reference.

A temporary construction easement to GRANTEE over portions of Parcel No. 15-27-252-001 and Parcel No. 15-27-252-003 as provided in the Temporary Construction 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 property burdened by the Storm Drain Line 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 storm drain line within the property burdened by the Storm Drain Line 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 Storm Drain Line Easement.

4. IN CONSIDERATION of the sale and conveyance of said Easements, GRANTEE shall pay the GRANTOR the amount of \$44,400.00 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.

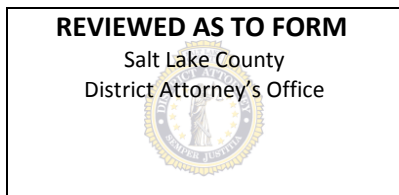
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this __ day of _____, 2023.

GRANTOR: Salt Lake County

By Exhibit Only, Do Not Sign
Mayor or Designee

RECOMMENDED FOR APPROVAL:

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



GRANTEE: Granger-Hunter Improvement District
By _____
Its: _____

EXHIBIT A
STORM DRAIN LINE 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

Storm Drain Line 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 thirty-one-and-one-half-(31.5)-foot-wide easement to construct, operate, repair and replace a storm drain line, on, above, or below a tract of land, being part of an entire tract located in the SW1/4 NE1/4 of Section 27, T.1S., R.1W., Salt Lake Base and Meridian. Said entire tract is described in that Warranty Deed, Entry No. 2552885, in Book 3368, on Page 89, recorded in the Office of the Salt Lake County Recorder. The boundary of said storm drain line easement is described as follows ("Easement Area"):

BEGINNING AT A POINT ON THE EAST BOUNDARY OF THE GRANTOR'S PROPERTY, WHICH POINT IS 1,333.91 FEET N.89°51'25"W. ALONG THE QUARTER SECTION LINE AND 544.66 FEET N.00°14'53"E. FROM THE EAST QUARTER CORNER OF SAID SECTION 27; THENCE ALONG THE EAST BOUNDARY LINE OF SAID GRANTOR'S PROPERTY S.00°14'53"W. 491.66 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF ROSA PARKS DRIVE; THENCE ALONG SAID RIGHT-OF-WAY N.89°45'07"W. 31.50 FEET; THENCE N.00°14'53"E. 424.67 FEET, THENCE N.25°25'54"E. 74.03 FEET TO THE EASTERLY BOUNDARY LINE OF SAID GRANTOR'S PROPERTY AND SAID POINT OF BEGINNING.

THE ABOVE-DESCRIBED STORM DRAIN LINE EASEMENT CONTAINS 14,432 SQUARE FEET OR 0.331 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 foregoing, 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 storm drain line 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 storm drain line 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 _____, 2023.

GRANTOR: SALT LAKE COUNTY

By Exhibit Only, Do Not Sign
Mayor or Designee

By _____
Salt Lake County Clerk

GRANTEE: Granger-Hunter Improvement District

By _____
Its: _____

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

On this _____ day of _____, 2023, 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 _____, 2023, personally appeared before me Lannie Chapman,
who being by me duly sworn, did say and acknowledge that she 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

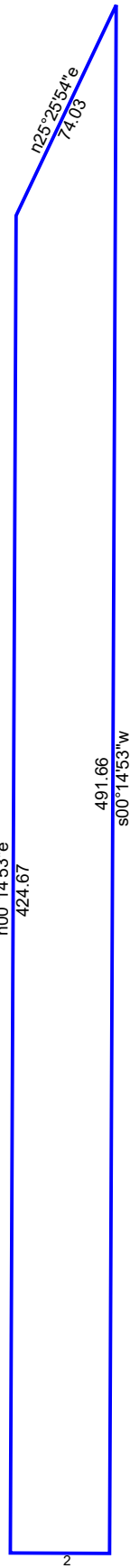
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 2023, personally appeared before me _____
_____, who being duly sworn, did say that (s)he is the _____ 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



Storm drain line Easement - Redwood Rec

10/18/2022

Scale: 1 inch= 55 feet

File: Deed Plot - Storm drain line Easement - Redwood Rec.ndp

Tract 1: 0.3313 Acres (14432 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/284133), Perimeter=1022 ft.

- 01 s00.1453w 491.66
- 02 n89.4507w 31.5
- 03 n00.1453e 424.67
- 04 n25.2554e 74.03

EXHIBIT B
TEMPORARY CONSTRUCTION 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
Tax ID No. 15-27-252-003

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 storm drain line 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 temporary construction easement being part of an entire tract of land located in the SW1/4 NE1/4 of Section 27, T.1S., R.1W., Salt Lake Base and Meridian. Said Entire Tract is described in that Warranty Deed, Entry No. 2552885, in Book 3368, on Page 89, recorded in the Office of the Salt Lake County Recorder and. The boundary of said temporary construction easement is described as follows ("Easement Area"):

BEGINNING AT A POINT ON THE EAST BOUNDARY OF THE GRANTOR'S PROPERTY, WHICH POINT IS 1,333.91 FEET N.89°51'25"W. ALONG THE QUARTER SECTION LINE AND 544.66 FEET N.00°14'53"E. FROM THE EAST QUARTER CORNER OF SAID SECTION 27; THENCE ALONG THE EAST BOUNDARY LINE OF SAID GRANTOR'S PROPERTY N.00°14'53"E. 115.33 FEET, THENCE S.89°52'13"E. 335.22 FEET; THENCE N.00°08'30"E. 24.94 FEET, THENCE N.89°52'13"W. 360.28 FEET, THENCE S.00°14'53"W. 138.39 FEET, THENCE S.25°25'54"W. 70.25 FEET, THENCE S.00°14'53"W. 430.02 FEET TO THE NORTH RIGHT-OF-WAY OF ROSA PARKS DRIVE, THENCE ALONG SAID NORTHERN RIGHT-OF-WAY S.89°59'52"E. 23.50 FEET, THENCE N.00°14'53"E. 424.67 FEET, THENCE N.25°25'54"E. 74.03 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TEMPOARY CONSTRUCTION EASEMENT CONTAINS 23,596 SQUARE FEET OR 0.542 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 18 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 June 30, 2024.

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 storm drain line 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 , 2023.

GRANTOR: SALT LAKE COUNTY

By Exhibit Only, Do Not Sign
Mayor or Designee

By _____
Salt Lake County Clerk

GRANTEE: Granger-Hunter Improvement District

By _____

Its: _____

[Acknowledgements on following page]

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

On this ____ day of _____, 2023, 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 _____, 2023, personally appeared before me Lannie Chapman,
who being by me duly sworn, did say and acknowledge that she 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

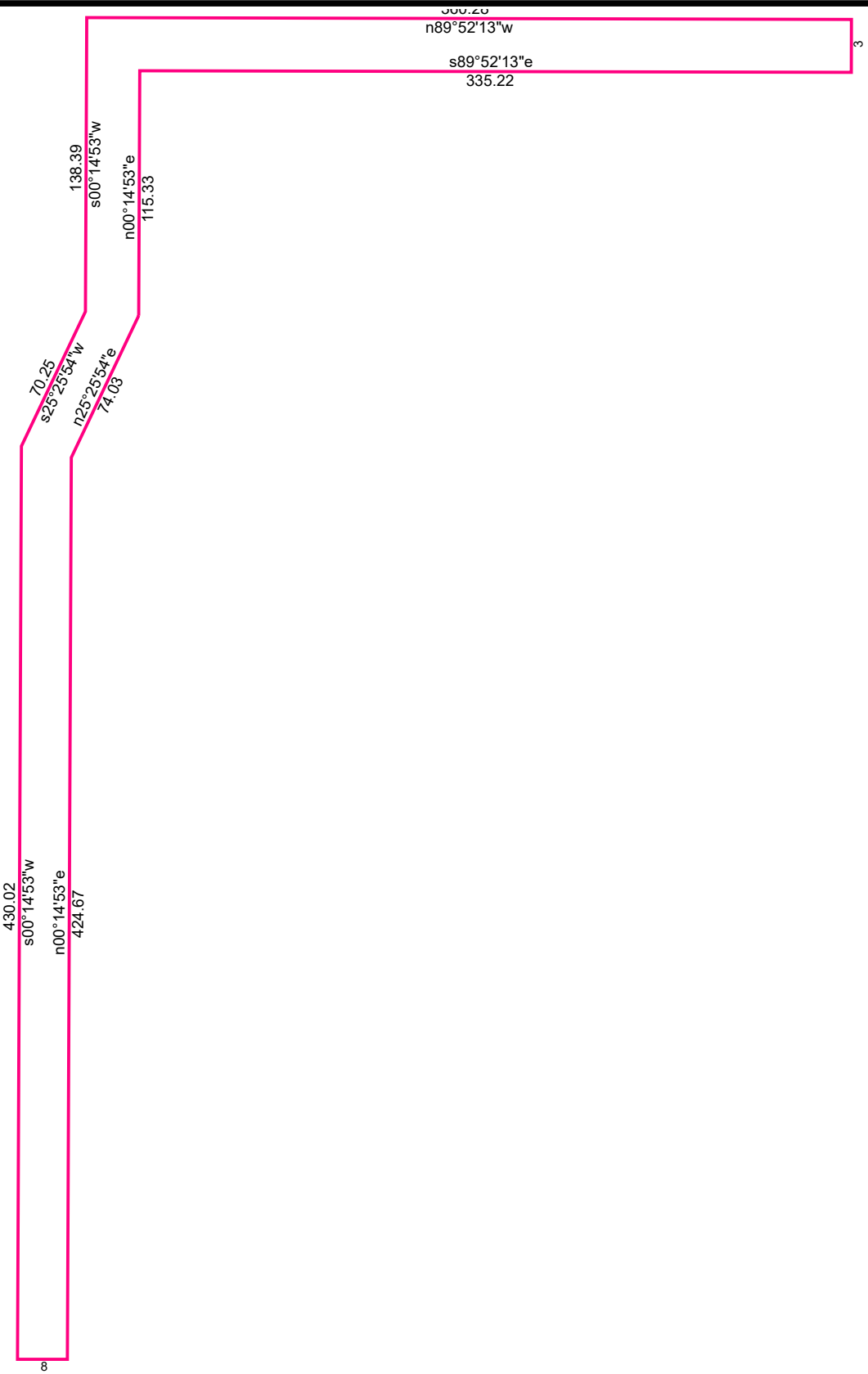
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, personally appeared before me _____
_____, who being duly sworn, did say that (s)he is the _____ 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



Deed Plot - Temporary Easement - Redwood Rec 10/19/2022

Scale: 1 inch= 74 feet File: Deed Plot - Temporary Easement - Redwood Rec.ndp

Tract 1: 0.5417 Acres (23596 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/991663), Perimeter=1997 ft.

01 n00.1453e 115.33	08 s89.5952e 23.5
02 s89.5213e 335.22	09 n00.1453e 424.67
03 n00.0830e 24.94	10 n25.2554e 74.03
04 n89.5213w 360.28	
05 s00.1453w 138.39	
06 s25.2554w 70.25	
07 s00.1453w 430.02	