

RESOLUTION NO. \_\_\_\_\_

ADOPTED: \_\_\_\_\_, 2024

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING AND AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE EASEMENTS WITH THE CITY OF SOUTH JORDAN AND UTAH STATE UNIVERSITY FOR AN UNDERGROUND SEWER LINE

RECITALS

A. Salt Lake County (the “County”) owns a parcel of real property located at approximately 10960 South Park Road (Parcel No. 27-15-376-024) in South Jordan, Utah (the “Property”).

B. The County has leased the Property to the Fulmer Legacy Foundation to build a new boxing training facility and related practice and administrative offices (the “Boxing Facility”).

C. As part of the construction of the Boxing Facility, the County, on behalf of the Fullmer Legacy Foundation, needs to obtain a twenty-foot-wide easement across adjacent properties owned by South Jordan City (the “City”) and by Utah State University to install an underground sewer pipeline connecting the Boxing Facility to the sewer mainline operated by South Valley Sewer District.

D. The City has agreed to provide an easement across its property, identified as Parcel 27-22-126-032 (the “City Property”), as provided in the Easement attached hereto as Exhibit A.

E. Utah State University has agreed to provide an easement across its property, identified as Parcel 27-22-177-030 (the “USU Property”), as provided in the Utility Easement Agreement attached hereto as Exhibit B.

F. The Easement and the Utility Easement Agreement include mutual covenants and obligations imposed on the County that constitute fair and adequate consideration for the grant of said easements, and no other fee is required.

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

will be served by accepting and/or executing the easements across the City Property and the USU Property. The signing and acceptance of the Easement and the Utility Easement Agreement 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 Easement attached as Exhibit A is accepted and approved.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Utility Easement Agreement attached as Exhibit B is approved and the Mayor is authorized to execute the Utility Easement Agreement on behalf of Salt Lake County and to cause both the Easement and the Utility Easement Agreement to be recorded in the office of the Salt Lake County Recorder.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Laurie Stringham, 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 \_\_\_\_\_

REVIEWED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
R. Christopher Preston  
Deputy District Attorney

**Exhibit A**  
Easement

WHEN RECORDED, MAIL TO:  
Salt Lake County  
2001 South State Street, N2-700  
P.O. Box 144575  
Salt Lake City, UT 84414-4575

## **Easement**

Salt Lake County

Tax ID No. 27-22-126-032

A twenty (20) foot wide sanitary sewer easement located in the Southwest Quarter of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey.

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **SOUTH JORDAN CITY**, a municipal corporation of the State of Utah, as GRANTOR(S) hereby grant, convey, sell, and set over unto **SALT LAKE COUNTY**, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called the FACILITIES, said right-of-way and easement, being situate in Salt Lake County, State of Utah, over and through a parcel(s) of the GRANTORS' land lying within a strip twenty (20) feet wide, said strip extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Contains: 0.15 acre or 6,667 square feet in area, more or less.

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment and vehicles as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES.

During construction periods, GRANTEE and its contractors may use such portion of GRANTORS' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses,

to as near its original condition as is reasonably possible. GRANTOR(S) shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of sewage through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTOR(S) shall not impair, build, or construct, nor permit to be impaired, built, or constructed, any building or other improvement over or across this right-of-way and easement nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTOR(S) and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

**(OWNERS ACKNOWLEDGEMENT – SOUTH JORDAN CITY)**

IN WITNESS WHEREOF, said DUSTIN LEWIS has caused this instrument to be executed, and its corporate name and stamp to be affixed, this 8 day of NOV, A.D. 20 23, by its proper officers thereunto duly authorized.

ATTEST:

Anna Crookston Secretary )  
 STATE OF UTAH )  
 COUNTY OF ) ss. Dustin Lewis  
 ) By Dustin Lewis  
 Title CITY MANAGER



On the date first above written personally appeared before me, DUSTIN LEWIS, who, being by me duly sworn, did say that they are the CITY MANAGER of **SOUTH JORDAN CITY**, and that the within and foregoing instrument was signed in behalf of said **SOUTH JORDAN CITY**, and acknowledged to me that said entity executed the same.

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

Melanie Edwards  
Notary Public



Exhibit "A"

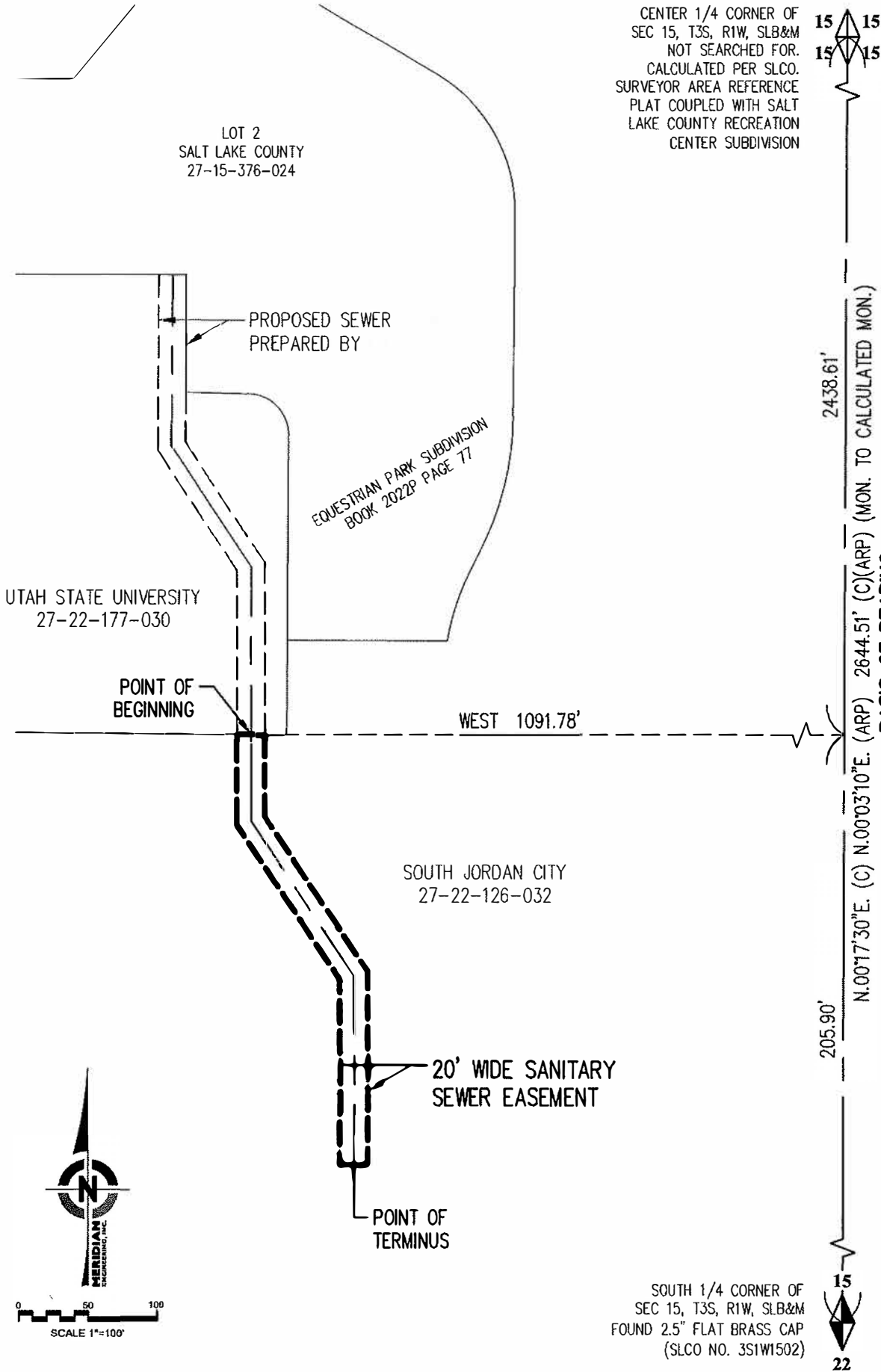
A twenty (20) foot wide perpetual sanitary sewer easement, being ten (10) feet of on each side of the described centerline and is situate in Southwest Quarter of Section 15, Township 3 South, Range 1 West, Salt Lake Base & Meridian, Salt Lake County, Utah. The centerline of said perpetual sanitary sewer line easement shall extend through and across the below described premises as follows:

Beginning at a point in a southerly line of Lot 1 of Equestrian Park Subdivision recorded as Entry No. 13908564 in Book 2022P at Page 77 in the Office of the Salt Lake County Recorder, said point is 205.90 feet N.00°17'30"E. along the quarter section line and 1091.78 feet West from the South Quarter Corner of said Section 15 (Note: Basis of Bearing is N.00°17'30"E. along the quarter section line between the found monument representing the South Quarter Corner and the calculated monument representing the Center Quarter Corner of said Section 15); and running thence along said centerline the following three (3) courses: 1) South 62.60 feet, 2) S.33°45'00"E. 134.24 feet and 3) S.00°02'29"W. 136.50 feet to the point of terminus.

The above described perpetual easement contains 6,667 square feet or 0.15 acre in area, more or less.

Note: The sidelines of said easement shall be prolonged or shortened so as to end at the grantor's northerly boundary line.

# EXHIBIT "B"



CENTER 1/4 CORNER OF  
SEC 15, T3S, R1W, SLB&M  
NOT SEARCHED FOR.  
CALCULATED PER SLCO.  
SURVEYOR AREA REFERENCE  
PLAT COUPLED WITH SALT  
LAKE COUNTY RECREATION  
CENTER SUBDIVISION



2438.61'

205.90'



22

SOUTH 1/4 CORNER OF  
SEC 15, T3S, R1W, SLB&M  
FOUND 2.5" FLAT BRASS CAP  
(SLCO NO. 3S1W1502)

<p><b>EXHIBIT "B"</b></p> <p>SANITARY SEWER EASEMENT</p> <p>SITUATE IN THE SOUTHWEST 1/4 OF SECTION 15, T3S, R1W, SLB&amp;M</p>		<p>COMP. FILE</p> <p>22344_EXHIBIT</p>
<p>VCBO ARCHITECTURE</p> <p>524 SOUTH 600 EAST</p> <p>SALT LAKE CITY, UT 84102</p>		<p>PROJECT NO.</p> <p>22344</p>
<p>SCALE 1"=100'</p>		<p>SHEET NO.</p> <p>1 OF 1</p>
<p>UTAH STATE UNIVERSITY 27-22-177-030</p>		<p>DATE</p> <p>07-NOV-2023</p>
<p>SOUTH JORDAN CITY 27-22-126-032</p>		<p>CHECKED</p> <p>MON</p>
<p>LOT 2 SALT LAKE COUNTY 27-15-376-024</p>		<p>NO.</p>
<p>EQUESTRIAN PARK SUBDIVISION BOOK 2022P PAGE 77</p>		<p>BY</p>
<p>PROPOSED SEWER PREPARED BY</p>		<p>REVISIONS</p>
<p>POINT OF BEGINNING</p>		<p>DATE</p>
<p>POINT OF TERMINUS</p>		<p>DATE</p>
<p>20' WIDE SANITARY SEWER EASEMENT</p>		<p>DATE</p>
<p>WEST 1091.78'</p>		<p>DATE</p>
<p>2438.61'</p>		<p>DATE</p>
<p>205.90'</p>		<p>DATE</p>
<p>22</p>		<p>DATE</p>
<p>BASIS OF BEARING SR-68 (REDWOOD ROAD)</p>		<p>DATE</p>
<p>(ARP) 2644.51' (C)(ARP) (MON. TO CALCULATED MON.)</p>		<p>DATE</p>
<p>(ARP) N.00°03'10"E. (C) N.00°17'30"E. (C)</p>		<p>DATE</p>
<p>2438.61'</p>		<p>DATE</p>
<p>205.90'</p>		<p>DATE</p>
<p>22</p>		<p>DATE</p>

**MERIDIAN**  
ENGINEERING, INC.  
100 SOUTH JORDAN, UTAH 84085, USA  
PHONE (801) 586-1315 FAX (801) 586-919

U:\Projects\2023\22344-UC-Fiber Layout\Detail\22344-EXHIBIT "B" Sewer Easement.dwg Rev 07, 2023 - 21:46:00

**Exhibit B**  
Utility Easement Agreement



When Recorded mail to:  
Salt Lake County  
2001 South State Street, S3-110  
P.O. Box 144575  
Salt Lake City, UT 84414-4575

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Tax ID No. 27-22-177-030  
Space Above This Line for Recorder's Use

## UTILITY EASEMENT AGREEMENT

This UTILITY EASEMENT AGREEMENT (“Agreement”), dated as of December 18, 2023 (“Effective Date”) is entered into between UTAH STATE UNIVERSITY (“Grantor”), an institute of higher education in the State of Utah, having an address of 1445 Old Main Hill, Logan, UT 84322 and Salt Lake County (“Grantee”), a body corporate and politic of the State of Utah having an address at 2001 South State Street, S3-110, Salt Lake City, UT 84414. Grantor and Grantee each may be referred to herein as a “Party” or collectively as the “Parties.”

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agrees as follows:

1. **Grant.** Grantor hereby conveys and conveys to Grantee, its heirs, successors, and assigns a perpetual utility easement and right of way upon, under, across, and through the “Easement Area” as particularly described on Exhibit A-1 and illustrated on Exhibit A-2, attached hereto and incorporated in its entirety, for the following purpose: installing, constructing, maintaining, repairing and replacing thereon, sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities (the “Easement”). Grantee shall have all rights of ingress and egress reasonably necessary or convenient for the full and complete use, occupation, and enjoyment of the easement granted hereby, and all rights and privileges incident thereto.

2. **Improvements.**

2.1. **Restrictions.** Grantee may construct improvements over, under, in, along, across, and upon the Easement Area that are reasonably related to both the purpose of the Easement and Grantee’s use and enjoyment of the Easement (the “Improvements”), upon receipt of the prior written consent of Grantor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, any Improvements made over, under, in, along, across, and upon the Easement Area, shall not unreasonably interfere with the Grantor’s, or any other occupant’s, use and enjoyment of Grantor’s property.

2.2. **Plans.** Upon Grantor request, Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth of the Improvements installed in the Easement Area.

2.3. **Construction Requirements.** Grantee shall construct the Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time.

2.4. **Costs/Lien-Free Construction.** Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Grantor's property, all costs and expenses incurred by Grantee in connection with the construction and maintenance of the Improvements. Grantee hereby acknowledges and agrees that if any lien is filed against Grantor's property as a result of the Easement or Grantee's activities in the Easement Area, Grantee shall be in default of this Agreement, and Grantor shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity if Grantee does not cause the lien to be released within 30 days after written notice from Grantor.

3. **Maintenance and Repair.** In the event the surface of any portion of the Easement Area is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed as of the commencement of such activity. Grantee hereby assumes the obligation, including all costs and expenses, to maintain and repair the Easement Area. In addition to the foregoing, Grantee shall perform necessary maintenance so as to keep the Easement Area in the same condition as existed immediately prior to Grantee's exercise of such rights, including, without limitation, backfilling and compaction of any excavation areas, and the reasonable repair of any landscaping or surface improvements damaged as a result of Grantee's exercise of such rights.

4. **Reservation of Rights.** All right, title, and interest in and to the Easement Area under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor. Grantor shall have the right to grant additional easement rights in the Easement Area, provided that the same shall not interfere with, or otherwise adversely affect any of Grantee's rights herein. Grantor reserves the right to use its property that is associated with the Easement Area in any manner and for any purpose that does not interfere with Grantee's Easement rights and its use of the Easement.

5. **Transferability.** The Parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors, and assigns. Notwithstanding the foregoing, Grantee acknowledges that the rights granted to and duties assumed by Grantee under this Agreement may not be assigned or delegated by Grantee without the prior written consent of Grantor. Any attempted assignment or delegation by Grantee without the prior written consent of the Grantor shall be void ab initio.

6. **Default and Remedies.** In the event of a default by Grantor or Grantee, the non-defaulting Party may seek any and all remedies permitted by law. Either Party may terminate this Agreement by giving written notice to the other Party if the other Party is in material breach of any provision herein. Termination will be effective thirty (30) days after such written notice, unless Licensee cures the default/breach identified in the notice within the thirty-day period.

7. **Insurance.** Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

8. **Abandonment.** In the event Grantee or its successors and assigns abandon or terminate

their use of the Easement or all of the improvements within the Easement Area for a period of six (6) consecutive months, this Agreement and all easement rights granted hereunder shall terminate and revert back to Grantor. For the purposes of this Section 16, “abandon” shall mean non-use of the easement or improvements.

**9. Liability.** Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904 (2023), as amended (the “Act”). There are no indemnity obligations between the Parties. Subject to and consistent with the terms of the Act, Grantor and Grantee shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither Grantor nor Grantee shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

**10. Miscellaneous**

**10.1. Choice of Law and Venue.** The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

**10.2. Compliance with the Law.** Grantee agrees to comply with the applicable laws, statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time in its exercise of rights set forth in this Agreement.

**10.3. Government Records and Management Act.** The Parties acknowledge that each Party is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended (“GRAMA”); that certain records within Grantor’s and Grantee’s possession or control, including without limitation, the Agreement may be subject to public disclosure; and that Grantor’s and Grantee’s confidentiality obligations shall be subject in all respects to compliance with GRAMA.

**10.4. Notice.** Any payment, notice, or other communication required or permitted to be given to either Party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient’s normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed in the opening clause of this Agreement.

**10.5. Relationship of Parties.** In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.

**10.6. Amendment and Supplement.** Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

**10.7. Merger.** This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or

written, between the Parties relating to the subject matter thereof.

10.8. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

10.9. Authority. Both Parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a Party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing.

--SIGNATURES ON NEXT PAGE--

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as of the Effective Date.

**GRANTOR**  
UTAH STATE UNIVERSITY

By: [Signature]  
Name: David T. Cowley  
Title: V. P. for Finance & Administrative Svcs.  
Date: 12/18/23

**GRANTEE**  
SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF UTAH )  
 )  
 ) :ss.

COUNTY OF CACHE )  
 )  
 )

On the 10 day of December, 2023, personally appeared before me David T. Cowley and \_\_\_\_\_,  personally known to me or  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
NOTARY PUBLIC  
Residing at: Ligon Utah

My Commission Expires: June 06, 2026



STATE OF UTAH )  
 )  
 ) :ss.

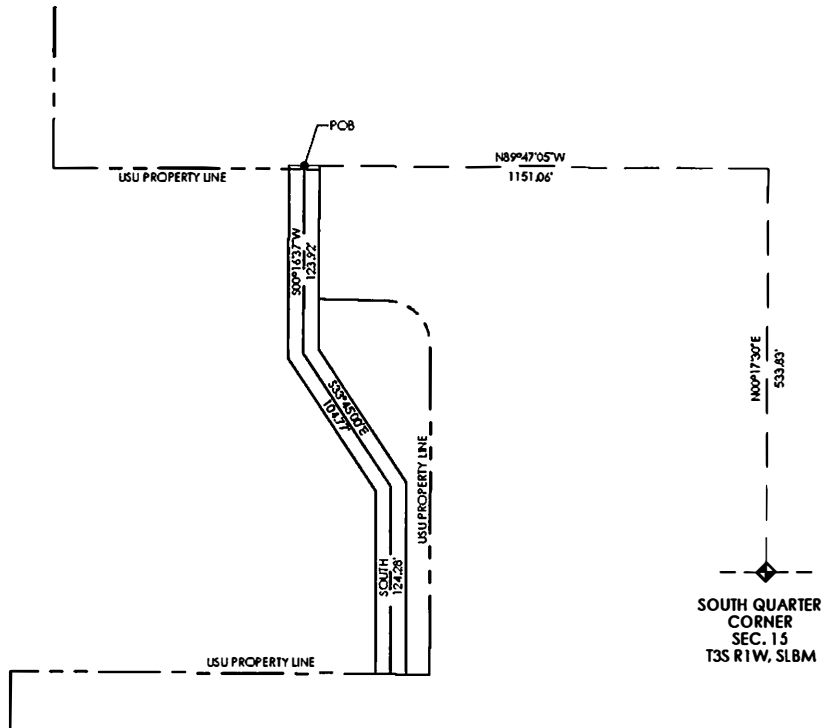
COUNTY OF SALT LAKE )  
 )  
 )

On the \_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that she/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.

\_\_\_\_\_  
NOTARY PUBLIC, Residing in  
Salt Lake City, Utah

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

## EXHIBIT A-1



A TWENTY (20) FOOT WIDE PERPETUAL SANITARY SEWER EASEMENT, BEING TEN (10) FEET OF ON EACH SIDE OF THE DESCRIBED CENTERLINE AND IS SITUATE IN SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, SALT LAKE COUNTY, UTAH. THE CENTERLINE OF SAID PERPETUAL SANITARY SEWER LINE EASEMENT SHALL EXTEND THROUGH AND ACROSS THE BELOW DESCRIBED PREMISES AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF LOT 2 OF EQUESTRIAN PARK SUBDIVISION RECORDED AS ENTRY NO. 13908564 IN BOOK 2022P AT PAGE 77 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT IS 533.83 FEET N.00°17'30"E. ALONG THE QUARTER SECTION LINE AND 1151.06 FEET N.89°47'05"W. FROM THE SOUTH QUARTER CORNER OF SAID SECTION 15 (NOTE: BASIS OF BEARING IS N.00°17'30"E. ALONG THE QUARTER SECTION LINE BETWEEN THE FOUND MONUMENT REPRESENTING THE SOUTH QUARTER CORNER AND THE CALCULATED MONUMENT REPRESENTING THE CENTER QUARTER CORNER OF SAID SECTION 15); AND RUNNING THENCE ALONG SAID CENTERLINE THE FOLLOWING FIVE (5) COURSES: 1) S.00°16'37"W, 123.92 FEET, 2) S.33°45'00"E, 104.77 FEET, 3) SOUTH 124.28 FEET MORE OR LESS TO THE POINT OF TERMINUS ON AN EAST WEST USU BOUNDARY LINE.

THE ABOVE DESCRIBED PERPETUAL EASEMENT CONTAINS 7.059 SQUARE FEET OR 0.16 ACRE IN AREA, MORE OR LESS.

NOTE: THE SIDELINES OF SAID EASEMENT SHALL BE PROLONGED OR SHORTENED SO AS TO END AT THE GRANTOR'S NORTHERLY BOUNDARY LINE.



EXHIBIT A-2

