

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING THE SALE OF
A STORM DRAIN EASEMENT TO TAYLORSVILLE-BENNION IMPROVEMENT
DISTRICT OVER A PORTION OF REAL PROPERTY LOCATED AT APPROXIMATELY
617 WEST TAYLORSVILLE EXPRESS WAY, TAYLORSVILLE, UTAH

RECITALS

- A. Salt Lake County (“County”), owns real property in Salt Lake County, Utah, parcel No. 21-01-301-011-0000, with an approximate address of 617 West Taylorsville Express Way, Taylorsville, Utah, (hereinafter the “Easement Property”), and as more particularly described in the Storm Drain Easement attached as Exhibit 1 to the Storm Drain Easement Purchase Agreement attached hereto as Exhibit A.
- B. Taylorsville-Bennion Improvement District (hereinafter referred to as the “District”) desires to purchase a storm drain easement (the “Easement”) from the County, for the purpose of, but not limited to, construction, operation, repair, replacement, and maintenance of utilities, including one or more storm drain lines and the necessary accessories and appurtenances used in connection therewith, together with the right to enter upon, in, on, over, under, through, and along the Easement Property.
- C. The County and the District have entered into a Storm Drain Easement Purchase Agreement (the “Agreement”).
- D. Pursuant to the Agreement the District shall pay the County the sum of Six Thousand One Hundred Dollars (\$6,100.00, the “Purchase Price”) for the Easement, which amount has been approved by the Salt Lake County Real Estate Section as fair market value.
- E. It has been determined that the best interests of the County and the general public will be served by the sale of the Easement to the District.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the sale of the Easement to Taylorsville-Bennion Improvement District as provided in the Agreement for the agreed Purchase Price of Six Thousand One Hundred Dollars (\$6,100.00) is hereby approved; and the Mayor is hereby authorized to execute the Agreement attached hereto as Exhibit A, and the Mayor and County Clerk are hereby authorized to execute the Storm Drain Easement, attached to the Agreement as Exhibit 1, and to deliver the fully executed documents to the County Real Estate Section for delivery to Taylorsville-Bennion Improvement District, upon payment of the agreed upon Purchase Price.

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 _____

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT A
Storm Drain Easement Purchase Agreement

When Recorded Mail to:
Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-3300

Parcel No. 21-01-301-011-0000

STORM DRAIN EASEMENT PURCHASE AGREEMENT

THIS STORM DRAIN EASEMENT PURCHASE AGREEMENT (the "Agreement") is made and entered into on this __ day of _____, 2023, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, as GRANTOR, and TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, a local district and political subdivision of the State of Utah, as GRANTEE.

WHEREAS, Grantor is the owner of certain real property located in Salt Lake County, parcel No. 21-01-301-011-0000, with an approximate address of 617 West Taylorsville Express Way, Taylorsville, Utah.

WHEREAS, Grantee is desirous in obtaining a storm drain easement (the "Easement") for the benefit of the Grantee across the property of the Grantor. The area affected by the Easement is more particularly described on the Storm Drain Easement that is attached hereto as Exhibit "1" and incorporated herein by this reference (hereinafter the "Easement Property"). Grantor is willing to grant such an Easement and right-of-way upon certain terms and conditions.

THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **GRANT OF EASEMENT.** Grantor hereby grants and conveys to Grantee over and across the Easement Property the Easement for the benefit of Grantee for the purpose of, but not limited to, construction, operation, repair, replacement, and maintenance of utilities, including one or more storm drain lines and the necessary accessories and appurtenances used in connection therewith (the "Storm Drain Line"), together with the right to enter upon, in, on, over, under, through, and along the Easement Property for such purposes.
2. **LIMITATIONS ON GRANT OF EASEMENT.** The Easement Property is subject to prior easements and right-of-way agreements, and Grantor's reservation to use the Easement Property for any use not inconsistent with Grantee's use of the Easement Property, and as more particularly set forth in the Storm Drain Easement. See, Exhibit 1.

3. GRANTEE'S RESPONSIBILITIES. Grantee shall be solely responsible, and hereby agrees to restore the Easement Property to its prior condition after completion of any and all construction, operation, repair, replacement, and maintenance of utilities, including any Storm Drain Lines and the necessary accessories and appurtenances used in connection therewith.

4. CONSIDERATION FOR EASEMENT. Grantee shall pay Grantor the sum of Six Thousand One Hundred Dollars (\$6,100.00) for the Easement and right-of-way in, on, over, under, through, and along the Easement Property.

5. APPURTENANT. It is understood and agreed that the Easement and right-of-way granted herein shall be appurtenant to and shall run with the title to Grantor's Property.

6. NO INTERFERENCE. At all times, the Easement Property shall be kept free and open, and neither Grantor nor Grantee shall prohibit or attempt to prohibit the use of the Easement Property by the other for the purposes described herein and in the Storm Drain Easement. No improvements, barriers, structures or other obstructions shall be placed, installed, constructed or located on the Easement Property which shall prevent or interfere with Grantee's or Grantor's use of the Easement Property.

7. SUCCESSORS AND ASSIGNS. The Easement and right-of-way created hereby and the terms hereof shall inure to the benefit of and shall be binding upon the Grantor and the Grantee and their respective representatives, successors and/or assigns.

IN WITNESS WHEREOF, the Grantor has executed this Agreement in Salt Lake City, Utah on the day and year first written above.

GRANTOR: SALT LAKE COUNTY

By _____
Mayor or Designee

By _____
Salt Lake County Clerk

GRANTEE: TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT

By _____
Its _____

Reviewed and Advised as to Form and Legality:

By: _____
John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT 1
STORM DRAIN EASEMENT

AFTER RECORDING RETURN TO:
TAYLORSVILLE BENNION IMPROVEMENT DISTRICT
PO BOX 18579
TAYLORSVILLE, UTAH 84118

***SPACE ABOVE THIS
LINE (3 ½" X 5") FOR
RECORDER'S USE***

STORM DRAIN EASEMENT

Tax ID No. 21-01-301-011

SALT LAKE COUNTY, GRANTOR, for and in consideration of ten dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, warrants and conveys unto the TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, its successors and assigns, a permanent easement and right-of-way for the purpose of, but not limited to, construction, operation, repair, replacement, and maintenance of utilities, including one or more storm drain lines and the necessary accessories and appurtenances used in connection therewith (the "Storm Drain Line"), together with the right to enter upon Grantor's premises for such purposes, in, on, over, under, through, and along the portion of the land of Grantor which is traversed by the following easement and right-of-way located in Salt Lake County, Utah, which is more particularly described as follows:

See Exhibit "A"
(The "Easement Area")

The GRANTOR SHALL NOT construct or cause to allow to be constructed any permanent or temporary buildings or structures nor plant large trees whose root zones would contact or interfere with the utilities upon the Easement Area described herein, whether the same shall have been brought, placed, or constructed upon the said premises by Grantor or by Grantor's successors, guests, tenants, subsequent purchases, assigns, invitees, or anyone else. Should such structures be placed upon the Easement Area in violation of the preceding sentence, they shall be so placed at the Grantor's or the owner's sole risk and expense, and the owner, as from time to time constituted, shall solely be responsible for the cost and expense of removing and/or relocating the structure or improvement or any portion thereof from the Easement Area. The Easement Area may, however, be crossed or covered with sidewalks, curb and gutter, roadways, fences, or similar improvements.

Notwithstanding the foregoing, 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 shall obtain a Flood Control Permit from Salt Lake County's Engineering & Flood Control Department, before commencing any construction within the Easement Area. Grantee and its agents and contractors, in performance of any work on the Storm Drain Line, shall restore all property through which work traverses to as near its original condition as is reasonably possible.

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, attorney's fees, and costs of litigation), 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 Storm Drain Easement 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 _____
Mayor or Designee

By _____
Salt Lake County Clerk

GRANTEE: TAYLORSVILLE-BENNION
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 duly acknowledged to me that he/she is the _____ of Salt Lake County, Office of Mayor, and that he/she signed the foregoing instrument on 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 _____, who duly acknowledged to me that he/she is the _____ of Salt Lake County, Office of Clerk, and that he/she signed the foregoing instrument on 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, _____ who duly acknowledged to me that he/she is the _____ of _____ Taylorsville-Bennion Improvement District, and that he/she signed the foregoing instrument on behalf of Taylorsville-Bennion Improvement District, by authority of law.

Notary Public

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT
"A"
PAGE 2

15' WIDE PERPETUAL
STORM DRAIN EASEMENT
PARCEL 21-01-301-011
(GRANTOR) SALT LAKE COUNTY

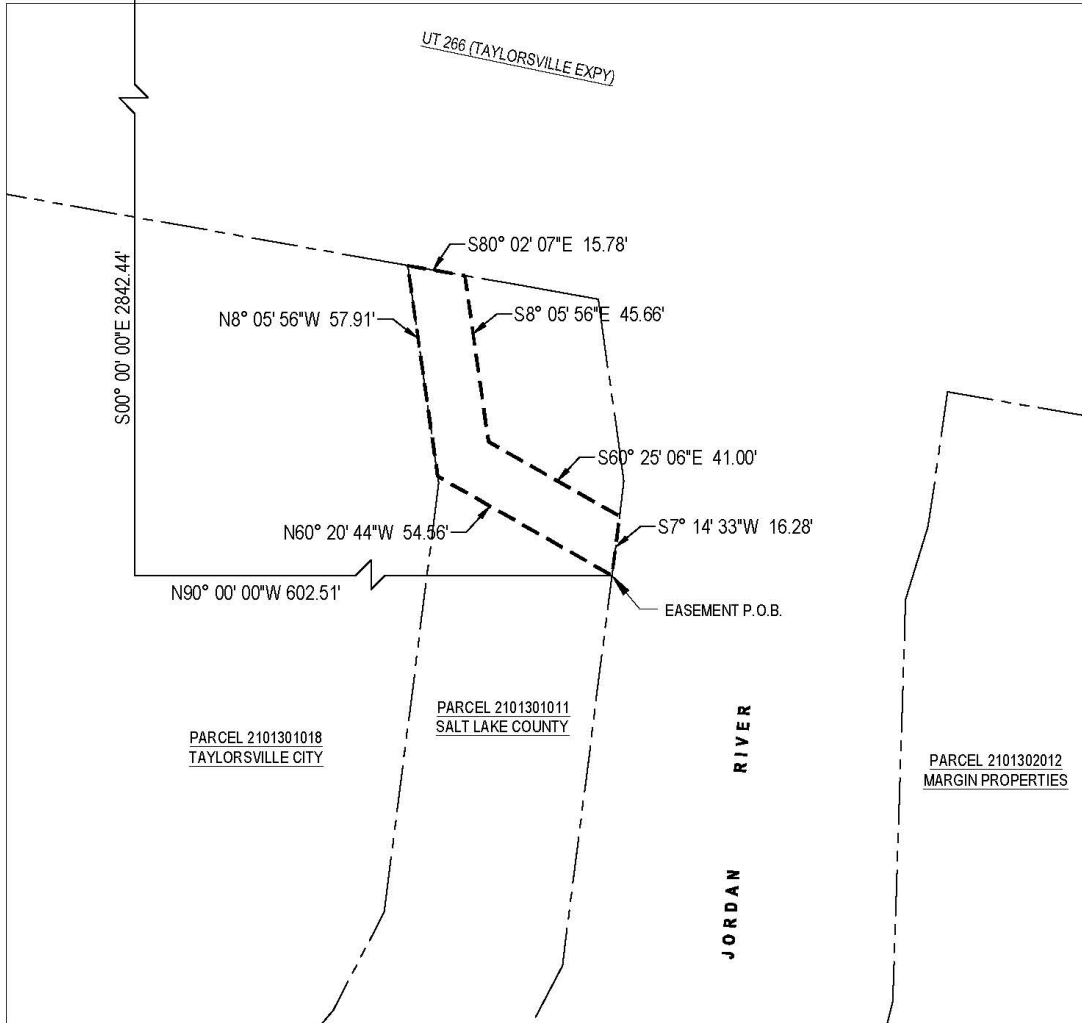
COMMENCING AT THE NORTHWEST CORNER OF SECTION 01, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 2842.44 FEET AND EAST 602.51 FEET TO THE GRANTOR'S EAST PROPERTY LINE, AS EXHIBITED BY A CERTAIN QUIT CLAIM DEED, DATED JULY 9, 1997, AND RECORDED DEC. 17, 1997 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY NO. 6816543, IN BOOK 7832, PAGE 2417. SAID POINT BEING THE POINT OF BEGINNING:

THENCE N60°20'44"W 54.56 FEET; THENCE N08°05'56"W 57.91 FEET ALONG THE GRANTOR'S WEST PROPERTY LINE; THENCE S80°02'07"E 15.78 FEET ALONG THE GRANTOR'S NORTH PROPERTY LINE; THENCE S08°05'56"E 45.66 FEET; THENCE S60°25'06" E 41.00 FEET; THENCE S07°14'33"W 16.28 FEET ALONG THE GRANTOR'S EAST PROPERTY LINE TO THE POINT OF BEGINNING. CONTAINS 1495 SQ. FT. OR 0.034 ACRES



SCALE 1"=20'

NW CORNER SECTION 1



STORM DRAIN EASEMENT
TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT
 EXHIBIT "A" - PAGE 1

SALT LAKE COUNTY
PARCEL 2101301011

LOCATED WITHIN THE SW 1/4 SEC 1, T2S, R1W,
SLB&M, SALT LAKE COUNTY, UTAH