

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

DATE \_\_\_\_\_

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING AN AGREEMENT WITH TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT FOR THE GRANT OF NEW EASEMENTS IN EXCHANGE FOR THE RELEASE OF OLD EASEMENTS.

RECITALS

A. Salt Lake County (the “County”) owns parcels of land located at approximately 3950 South 900 West, Taylorsville, Utah, specifically identified as Parcel No. 15-35-300-041-0000, 15-35-300-046-4001, and 15-35-400-007-6001, (the “Property”).

B. Taylorsville-Bennion Improvement District (the “District”) has an easement across a portion of the Property for the purpose of constructing, operating, and maintaining a sewage pump station (also known as a sewer lift station), as shown in an Easement recorded in the office of the Salt Lake County Recorder on September 16, 1983 as Entry No. 3845035 in Book 5491 at Page 1537 (the “Pump Station Easement”).

C. The District also reserved an easement across a portion of the Property for the purpose of constructing, operating and maintaining a sewer line, as shown in a Warranty Deed recorded in the office of the Salt Lake County Recorder on October 18, 1996 as Entry No. 6484558 in Book 7515 at Page 1111 (the “Old Sewer Line Easement”).

D. The District has designed a sewer siphon that will allow it to abandon sewage pump station once the project is completed.

E. As part of the project to construct the new sewer siphon (the “Project”), the District desires to obtain four new easements on, above or below portions of the Property (the “Easement Areas”) to allow Grantee to construct, reconstruct, operate, repair, replace and maintain thereon new sewer lines, a water line, a storm drain and associated appurtenances (the “New Facilities”).

F. The District also desires to obtain two temporary construction easements to allow for the installation of the New Facilities in the Easement Areas.

G. The four easements and two temporary construction easements identified in Recitals E and F are collectively referred to as the “New Easements.”

H. Within one year after the Project is completed, the District has agreed to remove the sewer lift station from the Property and release the Pump Station Easement and the Old Sewer Line Easement (collectively referred to herein as the “Old Easements”).

I. It has been determined by the Salt Lake County Real Estate Section that the release of Old Easements and removal of the old sewer lift station by the District in exchange for the New Easements constitutes fair and adequate consideration.

J. Therefore, the County is willing to grant and convey to the District the requested New Easements over the Property in exchange for the release the Old Easements for no fee.

K. The County and the District have prepared an Agreement for Release and Grant of Easements setting forth the terms and conditions relative to the grant and release of the respective easements.

L. It has been determined that the best interests of the County and the general public will be served by executing the Agreement for Release and Grant of Easements, attached hereto as Exhibit 1 (“Agreement”). The grant of the New Easements 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 grant of the New Easements as provided in the Agreement is hereby approved; and the Mayor is authorized and directed to execute the Agreement attached as Exhibit 1 and by this reference made a part of this Resolution, and to deliver the fully executed document to the County Real

Estate Section.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are authorized and directed to execute the New Easements attached to the Agreement in exchange for the release of the Old Easements.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SALT LAKE COUNTY COUNCIL

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

REVIEWED AS TO FORM:  _____ R. Christopher Preston Deputy District Attorney
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EXHIBIT 1

AGREEMENT FOR RELEASE AND GRANT OF EASEMENTS

## AGREEMENT FOR RELEASE AND GRANT OF EASEMENTS

This AGREEMENT FOR RELEASE AND GRANT OF EASEMENTS (“Agreement”) is made and executed this \_\_\_ day of June, 2022, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as GRANTOR, and Taylorsville-Bennion Improvement District, a local district and political subdivision of the State of Utah, hereinafter referred to as GRANTEE.

### RECITALS

- A. GRANTOR owns parcels of land located at approximately 3950 South 900 West, Taylorsville, Utah, specifically identified as Parcel No. 15-35-300-041-0000, 15-35-300-046-4001, and 15-35-400-007-6001, (the “Property”).
- B. GRANTEE has an easement across a portion of the Property for the purpose of constructing, operating, and maintaining a sewage pump station (also known as a sewer lift station), as shown in an Easement recorded in the office of the Salt Lake County Recorder on September 16, 1983 as Entry No. 3845035 in Book 5491 at Page 1537 (the “Pump Station Easement”).
- C. GRANTEE also reserved an easement across a portion of the Property for the purpose of constructing, operating and maintaining a sewer line, as shown in a Warranty Deed recorded in the office of the Salt Lake County Recorder on October 18, 1996 as Entry No. 6484558 in Book 7515 at Page 1111 (the “Old Sewer Line Easement”).
- D. GRANTEE has designed a sewer siphon that will allow GRANTEE to abandon sewage pump station once the project is completed.
- E. As part of the project to construct the new sewer siphon (the “Project”), GRANTEE desires to obtain new easements on, above or below portions of the Property (the “Easement Areas”) to allow Grantee to construct, reconstruct, operate, repair, replace and maintain thereon new sewer lines, a water line, a storm drain and associated appurtenances (the “New Facilities”).
- F. GRANTEE also desires to obtain two temporary construction easements to allow for the installation of the New Facilities in the Easement Area.
- G. Within one year after the Project is completed, GRANTEE has agreed to remove the sewer lift station from the Property and release the Pump Station Easement and the Old Sewer Line Easement.
- H. GRANTOR is willing to grant and convey to GRANTEE the requested easements 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. Four easements to GRANTEE over portions of Parcel Nos. 15-35-300-041-0000, 15-35-300-046-4001, and 15-35-400-007-6001 as provided in the

Easements attached hereto as Exhibits A, B, C, and D, and as depicted in the maps attached to those documents and incorporated herein by this reference.

- b. Two temporary construction easements to GRANTEE over portions of Parcel Nos. 15-35-300-041 and 15-35-400-007-6001 as provided in the Temporary Construction Easement Agreements attached hereto as Exhibits E and F.

2. GRANTEE agrees to perform the following projects to mitigate the impacts of its easement project:

- A. Replace any affected fencing, landscaping, including trees, or portion of the irrigation system (including, but not limited to the main water line, laterals, irrigation rotors, valves, valve boxes and control wires) to their pre-construction condition or better.
- B. Install a 4" line under the river with the siphon pipe for GRANTOR's irrigation system as part of the Project.
- C. Abandon the existing sewer line once the new sewer line and siphon are installed and operational.
- D. Remove the sewer lift station from the Property within a year of the completion of the new sewer siphon and outfall line.
- E. Vacate the Pump Station Easement and the Old Sewer Line Easement on either side of the river, as shown on Exhibit G once construction of the Project is completed and the new easements are in place. The form of the Release of Easement for the Pump Station Easement is attached hereto as Exhibit H and the form of the Release of Easement for the Old Sewer Line Easement is attached hereto as Exhibit I.

3. GRANTOR and GRANTEE understand and agree that this Agreement shall not be considered final until executed by the Mayor of Salt Lake County.

4. GRANTOR and GRANTEE agree that Derrick Sorensen 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.

5. 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. The obligations set forth in this Agreement shall survive the recording of the easements contemplated by this agreement and shall be continuing obligations of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this\_\_ day of \_\_\_\_\_, 2022.

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: Taylorsville-Bennion Improvement  
District

By \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**  
**WATERLINE AND SEWER LINE EASEMENT**



AFTER RECORDING RETURN TO:  
TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT  
P.O. BOX 18579  
TAYLORSVILLE, UTAH 84118-8579

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

## **WATER LINE AND SEWER LINE EASEMENT**

Tax ID No. 15-35-300-041

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, 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 TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, its successors and assigns, GRANTEE, two permanent easements and rights-of-way for the purpose of, but not limited to, construction, operation, repair, replacement, and maintenance of utilities, including one or more water lines and/or sanitary sewer lines and the necessary accessories and appurtenances used in connection therewith (the "Pipelines"), 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 easements and rights-of-way located in Salt Lake County, Utah, which is more particularly described as follows:

**SEE EXHIBIT "A"**  
(The "Easement Areas")

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 Areas 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 Areas 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 Areas. The Easement Areas 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 Areas for any use not inconsistent with Grantee's use of the Easement Areas provided such use shall not interfere with or endanger Grantee's perpetual easements or improvements constructed therein.

Grantee shall conduct all construction and maintenance activities related to the Pipelines within the Easement Areas in a good and workmanlike manner in compliance with all laws, rules, and ordinances respecting the construction. Grantee and its agents and contractors, in performance of any work on the Pipelines, 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 Areas 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 Areas. Grantee's indemnification obligations under this Water Line and Sewer Line 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 Areas 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 \_\_\_\_\_, **2022**.

GRANTOR: SALT LAKE COUNTY

By Exhibit Only, Do Not Sign  
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 \_\_\_\_\_, 2022, 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 \_\_\_\_\_, 2022, personally appeared before me, \_\_\_\_\_, who duly acknowledged to me that he/she is the \_\_\_\_\_ Clerk of Salt Lake County, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of a resolution of the Salt Lake county Council.

\_\_\_\_\_  
Notary Public

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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.

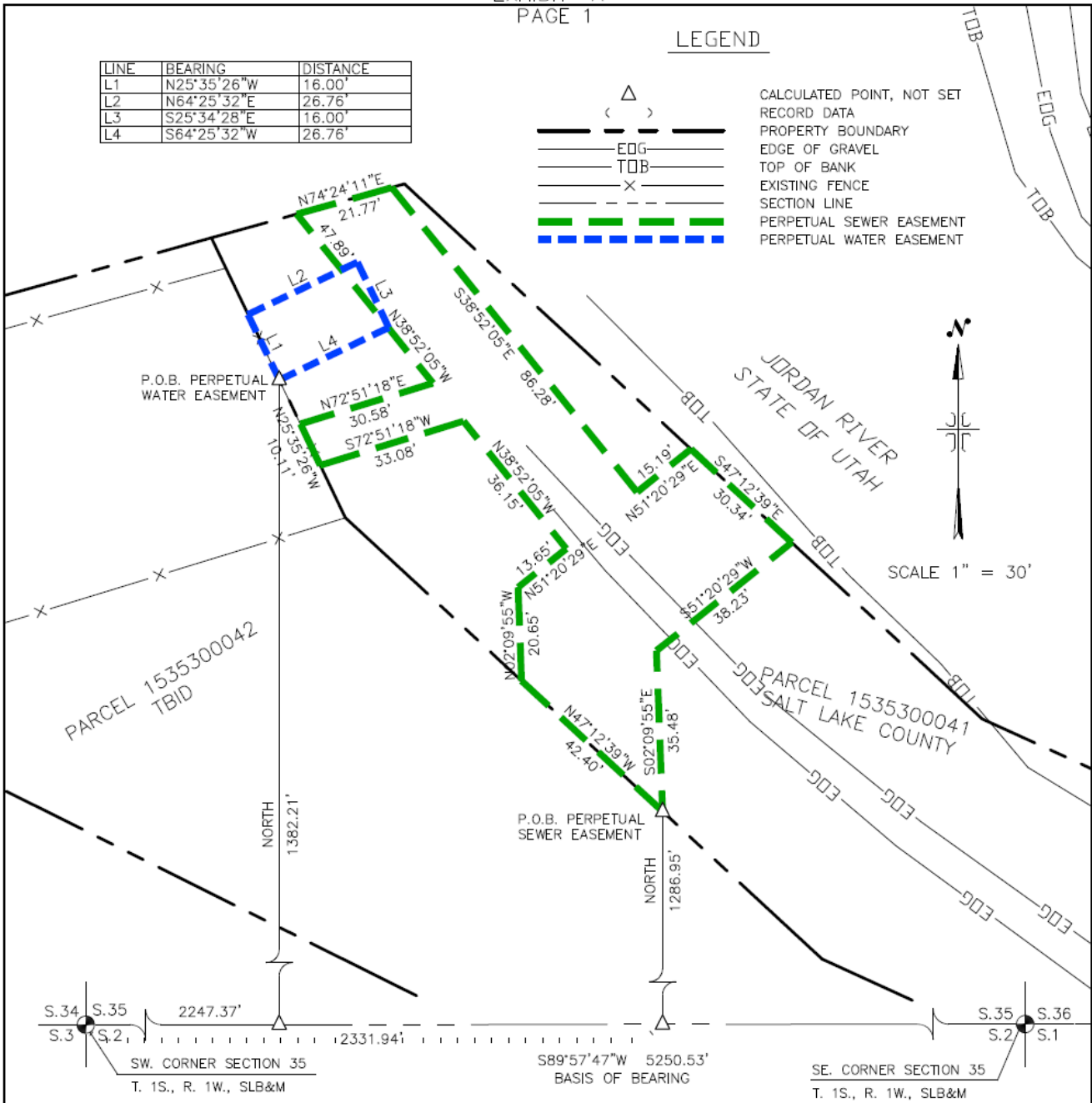
\_\_\_\_\_  
Notary Public

EXHIBIT "A"  
PAGE 1

LINE	BEARING	DISTANCE
L1	N25°35'26"W	16.00'
L2	N64°25'32"E	26.76'
L3	S25°34'28"E	16.00'
L4	S64°25'32"W	26.76'

LEGEND

- $\Delta$  CALCULATED POINT, NOT SET
- $\langle \quad \rangle$  RECORD DATA
- PROPERTY BOUNDARY
- EDG EDGE OF GRAVEL
- TOB TOP OF BANK
- - - EXISTING FENCE
- - - SECTION LINE
- PERPETUAL SEWER EASEMENT
- PERPETUAL WATER EASEMENT



**APEX** LAND SURVEYORS INC.  
PO BOX 973  
RIVERTON, UTAH 84065  
(801) 302-3343



TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT  
PERPETUAL SEWER AND WATER EASEMENT

SALT LAKE COUNTY  
PARCEL 1535300041  
LOCATED WITHIN THE SW. 1/4 S.35, T.1S., R.1W.,  
SLB&M., SALT LAKE COUNTY, UTAH

EXHIBIT "A"

PAGE 2

PERPETUAL SEWER EASEMENT  
PARCEL 15-35-300-041  
(GRANTOR) SALT LAKE COUNTY

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°57'47"E 2331.94 FEET ALONG THE SECTION LINE (THE BASIS OF BEARINGS) AND NORTH 1286.95 FEET TO THE GRANTOR'S WEST PROPERTY LINE, AS EXHIBITED BY A CERTAIN WARRANTY DEED, DATED AUG. 21, 1996, AND RECORDED OCT. 18, 1996 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY NO. 6484558, IN BOOK 7515, PAGE 1111. SAID POINT BEING THE POINT OF BEGINNING;

THENCE N47°12'39"W 42.40 FEET ALONG GRANTOR'S WEST PROPERTY LINE; THENCE N02°09'55"W 20.65 FEET; THENCE N51°20'29"E 13.65 FEET; THENCE N38°52'05"W 36.15 FEET; THENCE S72°51'18"W 33.16 FEET; THENCE N25°30'24"W 10.11 FEET; THENCE N72°51'18"E 30.64 FEET; THENCE N38°52'05"W 47.89 FEET TO GRANTOR'S NORTH PROPERTY LINE; THENCE N74°24'11"E 21.77 ALONG SAID PROPERTY LINE; THENCE S38°52'05"E 86.28 FEET; THENCE N51°20'29"E 15.10 FEET TO GRANTOR'S EAST PROPERTY LINE; THENCE S47°11'39"E 30.34 FEET ALONG SAID PROPERTY LINE; THENCE S51°20'29"W 38.12 FEET; THENCE S02°09'55"E 35.48 FEET TO THE POINT OF BEGINNING. CONTAINS 4280 SQ. FT. OR 0.10 ACRES

EXHIBIT "A"  
PAGE 3

PERPETUAL WATER EASEMENT  
PARCEL 15-35-300-041  
(GRANTOR) SALT LAKE COUNTY

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°57'47"E 2247.37 FEET ALONG THE SECTION LINE (THE BASIS OF BEARINGS) AND NORTH 1382.21 FEET TO THE GRANTOR'S WEST PROPERTY LINE, AS EXHIBITED BY A CERTAIN WARRANTY DEED, DATED AUG. 21, 1996, AND RECORDED OCT. 18, 1996 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY NO. 6484558, IN BOOK 7515, PAGE 1111. SAID POINT BEING THE POINT OF BEGINNING;

THENCE N25°35'26"W 16.00 FEET ALONG GRANTOR'S WEST PROPERTY LINE; THENCE N64°25'32"E 26.76 FEET; THENCE S25°34'28"E 16.00 FEET; THENCE S64°25'32"W 26.76 FEET TO THE POINT OF BEGINNING; CONTAINS 429 SQ. FT.

**EXHIBIT B**  
**SEWER LINE EASEMENT**

AFTER RECORDING RETURN TO:  
TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT  
P.O. BOX 18579  
TAYLORSVILLE, UTAH 84118-8579

*SPACE ABOVE THIS LINE (3 1/2" X 5") FOR  
RECORDER'S USE*

## **SEWER LINE EASEMENT**

Tax ID No. 15-35-400-007-6001

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, 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 TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, its successors and assigns, GRANTEE, 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 sanitary sewer lines and the necessary accessories and appurtenances used in connection therewith (the "Sewer 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 easement or improvements constructed therein.

Grantee shall conduct all construction and maintenance activities related to the Sewer Line within the Easement Area in a good and workmanlike manner in compliance with all laws, rules, and ordinances respecting the construction. Grantee and its agents and contractors, in performance



of any work on the Sewer 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 Sewer Line 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 \_\_\_\_\_, **2022**.

GRANTOR: SALT LAKE COUNTY

By Exhibit Only, Do Not Sign  
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 \_\_\_\_\_, 2022, 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        )

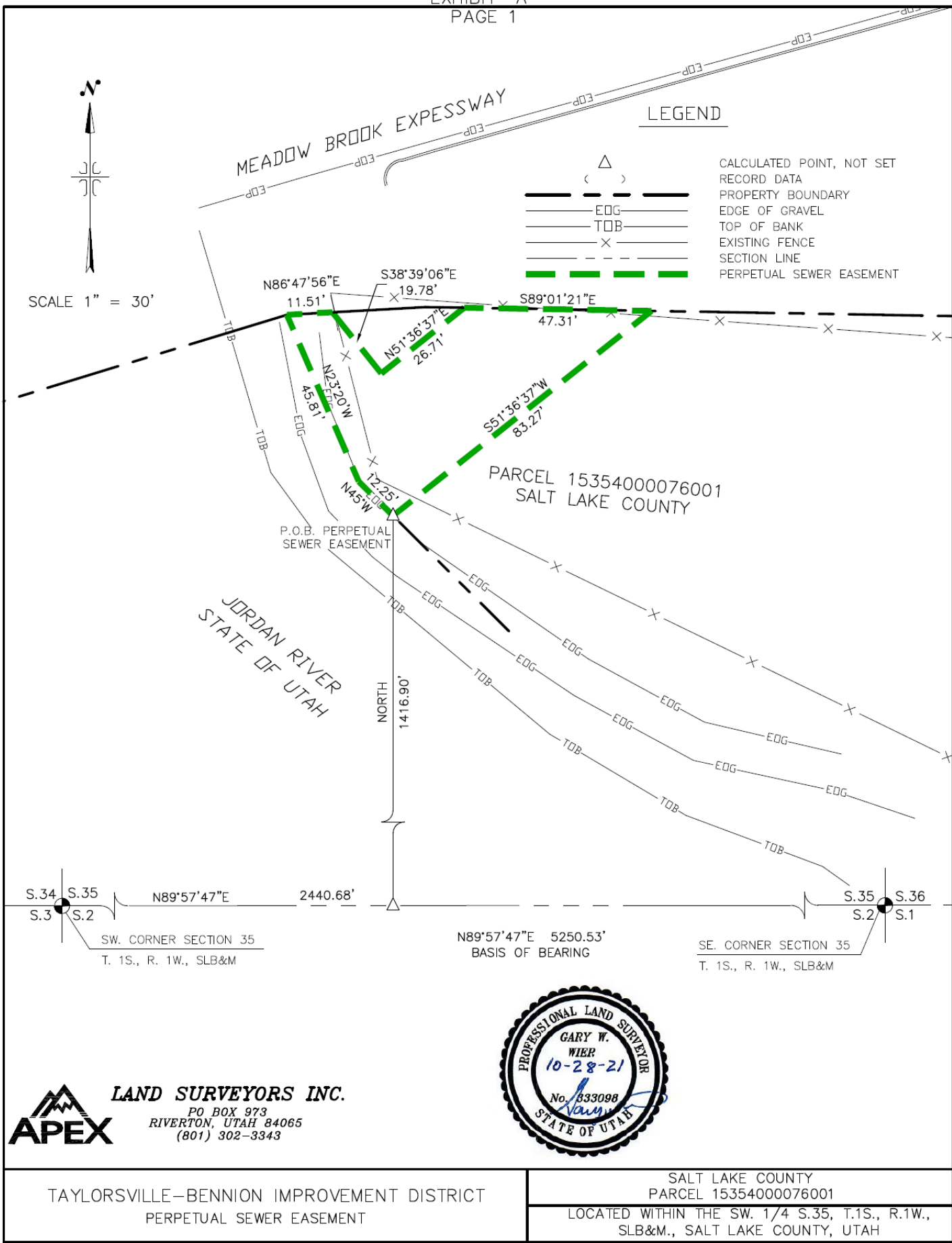
On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me \_\_\_\_\_, who duly acknowledged to me that he/she is the \_\_\_\_\_ Clerk of Salt Lake County, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority a resolution of the Salt Lake County Council.

\_\_\_\_\_  
Notary Public

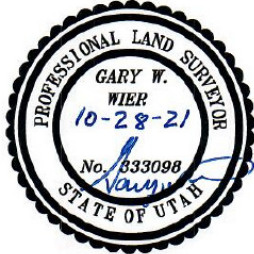
STATE OF UTAH                    )  
  )SS.  
COUNTY OF SALT LAKE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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



**APEX LAND SURVEYORS INC.**  
 PO BOX 973  
 RIVERTON, UTAH 84065  
 (801) 302-3343



TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT PERPETUAL SEWER EASEMENT	SALT LAKE COUNTY PARCEL 15354000076001
	LOCATED WITHIN THE SW. 1/4 S.35, T.1S., R.1W., SLB&M., SALT LAKE COUNTY, UTAH

EXHIBIT "A"  
PAGE 2

PERPETUAL SEWER EASEMENT  
PARCEL 15-35-400-007-6001  
(GRANTOR) SALT LAKE COUNTY

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°57'47"E 2440.68 FEET ALONG THE SECTION LINE (THE BASIS OF BEARINGS) AND NORTH 1416.90 FEET TO THE GRANTOR'S APPROXIMATE WEST PROPERTY LINE AND THE POINT OF BEGINNING;

THENCE N45°00'00"W 12.25 FEET ALONG GRANTOR'S WEST PROPERTY LINE AS DISCLOSED IN THAT QUIT CLAIM DEED RECORDED AS ENTRY NO. 2787998 IN BOOK 4113 AT PAGE 218 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE CONTINUING ALONG SAID LINE, N23°20'00"W 45.81 FEET TO THE GRANTOR'S NORTH PROPERTY LINE; THENCE N86°47'56"E 11.51 FEET; THENCE S38°39'06"E 19.78 FEET; THENCE N51°36'37"E 26.71 FEET; THENCE S89°01'21"E 47.31 FEET; THENCE S51°36'37"W 83.27 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,253 SQ. FT. OR 0.052 ACRES

**EXHIBIT C**  
**STORM DRAIN EASEMENT**

AFTER RECORDING RETURN TO:  
TAYLORSVILLE CITY  
2600 TAYLORSVILLE BLVD.  
TAYLORSVILLE, UTAH 84129

*SPACE ABOVE THIS LINE (3 1/2" X 5") FOR  
RECORDER'S USE*

## **STORM DRAIN EASEMENT**

Tax ID No. 15-35-300-041

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, 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 TAYLORSVILLE CITY, its successors and assigns, GRANTEE, 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 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 \_\_\_\_\_, **2022**.

GRANTOR: SALT LAKE COUNTY

By Exhibit Only, Do Not Sign  
Mayor or Designee

By \_\_\_\_\_  
Salt Lake County Clerk

GRANTEE: TAYLORSVILLE CITY

By \_\_\_\_\_

Its \_\_\_\_\_

[Acknowledgements on following page]

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 \_\_\_\_\_, 2022, personally appeared before me \_\_\_\_\_, who duly acknowledged to me that he/she is the \_\_\_\_\_ Clerk of Salt Lake County, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of a resolution of the Salt Lake County Council.

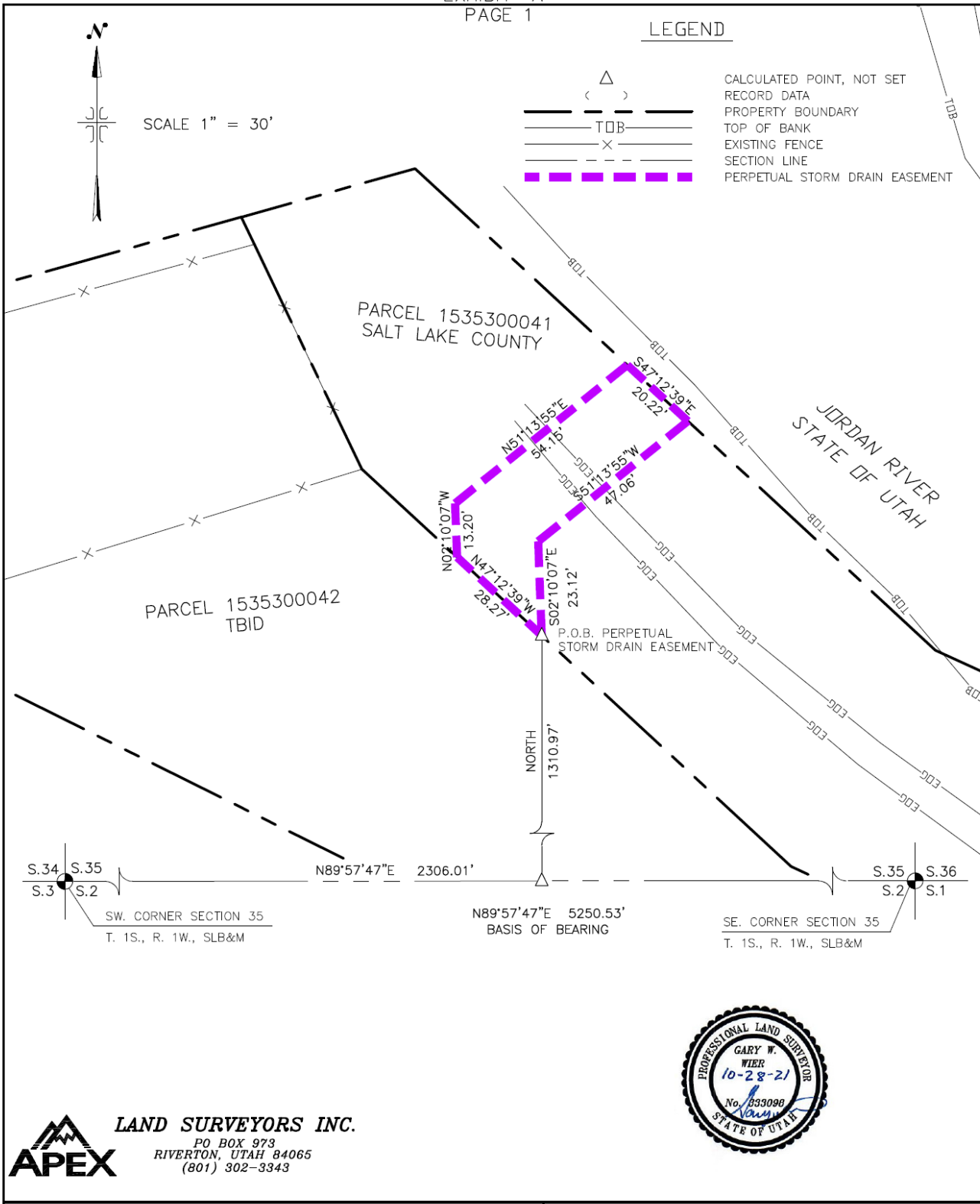
\_\_\_\_\_  
Notary Public

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

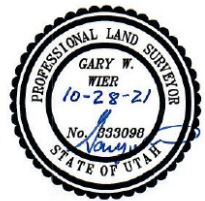
On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me, \_\_\_\_\_ who duly acknowledged to me that he/she is the \_\_\_\_\_ of Taylorsville City, and that he/she signed the foregoing instrument on behalf of Taylorsville City, by authority of law.

\_\_\_\_\_  
Notary Public





**APEX** LAND SURVEYORS INC.  
 PO BOX 973  
 RIVERTON, UTAH 84065  
 (801) 302-3343



<p>TAYLORSVILLE CITY PERPETUAL STORM DRAIN EASEMENT</p>	<p>SALT LAKE COUNTY PARCEL 1535300041 LOCATED WITHIN THE SW. 1/4 S.35, T.1S., R.1W., SLB&amp;M., SALT LAKE COUNTY, UTAH</p>
---	---

EXHIBIT "A"  
PAGE 2

PERPETUAL STORM DRAIN EASEMENT  
PARCEL 15-35-300-041  
(GRANTOR) SALT LAKE COUNTY

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°57'47"E 2306.01 FEET ALONG THE SECTION LINE (THE BASIS OF BEARINGS) AND NORTH 1310.97 FEET TO THE GRANTOR'S WEST PROPERTY LINE, AS EXHIBITED BY A CERTAIN WARRANTY DEED, DATED AUG. 21, 1996, AND RECORDED OCT. 18, 1996 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY NO. 6484558, IN BOOK 7515, PAGE 1111. SAID POINT BEING THE POINT OF BEGINNING;

THENCE N47°12'39"W 28.27 FEET ALONG GRANTOR'S WEST PROPERTY LINE; THENCE N02°10'07"W 13.20 FEET; THENCE N51°13'55"E 54.15 FEET TO GRANTOR'S EAST PROPERTY LINE; THENCE S47°12'39"E 20.22 FEET; THENCE S51°13'55" W 47.06 FEET; THENCE S02°10'07"E 23.12 FEET TO THE POINT OF BEGINNING. CONTAINS 1,374 SQ. FT. OR 0.03 ACRES

**EXHIBIT D**  
**SEWER LINE EASEMENT**

AFTER RECORDING RETURN TO:  
TAYLORSVILLE-BENNION  
IMPROVEMENT DISTRICT  
P.O. BOX 18579  
TAYLORSVILLE, UTAH 84118-8579

*SPACE ABOVE THIS LINE (3 1/2" X 5") FOR  
RECORDER'S USE*

## **SEWER LINE EASEMENT**

Tax ID No. 15-35-300-046-4001

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, for and in consideration of ten dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants and conveys unto TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, its successors and assigns, GRANTEE, 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 sanitary sewer lines and the necessary accessories and appurtenances used in connection therewith (the "Sewer 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 easement or improvements constructed therein.

Grantee shall conduct all construction and maintenance activities related to the Sewer Line within the Easement Area in a good and workmanlike manner in compliance with all laws, rules, and ordinances respecting the construction. Grantee and its agents and contractors, in performance of any work on the Sewer 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 Sewer Line 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 \_\_\_\_\_, **2022**.

GRANTOR: SALT LAKE COUNTY

By Exhibit Only, Do Not Sign  
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 \_\_\_\_\_, 2022, 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 \_\_\_\_\_, 2022, personally appeared before me, \_\_\_\_\_, who duly acknowledged to me that he/she is the \_\_\_\_\_ Clerk of Salt Lake County, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of a resolution of the Salt Lake County Council.

\_\_\_\_\_  
Notary Public

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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



SCALE 1"=40'

JORDAN RIVER  
STATE OF UTAH

PARCEL 15353000420000  
TBID

PARCEL 15353000410000  
SALT LAKE COUNTY

PARCEL 15353000464001  
SALT LAKE COUNTY

S63° 30' 46"E 33.97'

N54° 28' 08"E 189.99'

S54° 28' 08"W 190.11'

N63° 19' 39"W 33.91'

SEWER EASEMENT P.O.B.

PARCEL 15353000100000  
TBID

N0° 00' 00"E 1118.67'

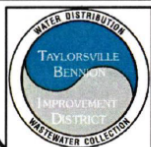


SW CORNER SECTION 35

2177.07'

N89° 57' 47"E 5250.53'  
BASIS OF BEARING

SE CORNER SECTION 35



**SEWER EASEMENT**  
TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT  
EXHIBIT "A" - PAGE 1

SALT LAKE COUNTY  
PARCEL 15353000464001

LOCATED WITHIN THE SW. 1/4 S. 35, T.1S., R.1W.,  
SLB&M., SALT LAKE COUNTY, UTAH

Exhibit "A"

Page2

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°57' 47"E 2177.07 FEET ALONG THE SECTION LINE (THE BASIS OF BEARINGS) AND NORTH 1118.67 FEET TO THE GRANTORS WEST PROPERTY LINE, AS EXHIBITED BY A CERTAIN SPECIAL WARRANTY DEED DATED MARCH 14, 1991, AND RECORDED DEC. 26, 2000 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY NO. 7786560, IN BOOK 8410, PAGE 3770. SAID POINT BEING THE POINT OF BEGINNING.

THENCE N63°19' 39"W 33.91 FEET ALONG GRANTOR'S WEST PROPERTY LINE; THENCE N54°28'08"E 189.99 FEET TO THE GRANTOR'S EAST PROPERTY LINE; THENCE S63°30' 46"E 33.97 FEET ALONG GRANTOR'S EAST PROPERTY LINE; THENCE S54°28'08"W 190.11 FEET TO THE POINT OF BEGINNING. CONTAINS 5,701 SQ FEET OR 0.13 ACRES.



**EXHIBIT E**  
**TEMPORARY CONSTRUCTION EASEMENT**

AFTER RECORDING RETURN TO:  
TAYLORSVILLE-BENNION  
IMPROVEMENT DISTRICT  
P.O. BOX 18579  
TAYLORSVILLE, UTAH 84118-8579

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

## **TEMPORARY CONSTRUCTION EASEMENT**

Tax ID No. 15-35-300-041

SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("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 ("Grantee"), its successors and assigns, a temporary construction easement and right-of-way upon a part of property for the purpose of construction related activities and access thereon incident to the installation of one or more sanitary sewer lines and related facilities (the "Jordan River Siphon and District Outfall Line Project" or the "Improvements"), together with the right to enter upon Grantor's premises for such purposes in, on, over, across, through, along, and under the real property of Grantor located in Salt Lake County, State of Utah which is more particularly described as follows:

### **SEE EXHIBIT "A"**

Grantee, its trustees, officers, agents, and employees, shall have the right of ingress and egress over and across the land of the Grantor to and from the above described easement and all rights reasonably necessary or incident to the grant of said easement, including the right to stage and store vehicles, construction machinery, equipment, materials and supplies in, upon, over, and across the Easement Area.

Grantor shall, subject to Grantee's rights contained herein, have the right to fully enjoy and use the premises for all good purposes not inconsistent with this grant and not unreasonably interfering with exercise of the rights hereby granted.

This temporary construction easement shall commence upon the beginning of actual construction activities on the property and shall expire upon the earlier of the completion of the Jordan River Siphon and District Outfall Line Project or on December 31, 2022. The date of completion of construction shall be the date when Grantee releases all retainage amounts and makes final payment to Grantee's contractor after having finally accepted the completed Improvements. The Temporary Easement Area is part of a larger parcel owned by Grantor. In addition to the other rights granted by this Temporary Construction Easement, Grantee and Grantee's representatives and agents shall have the right to ingress and egress across Grantor's parcel to access the Temporary Construction Easement Area in connection with the construction and restoration activities which are the subject of this Temporary Construction Easement, provided, however, that Grantee shall repair and restore any damage or injury to Grantor's

parcel caused by the exercise of Grantee's right to cross the same as provided herein. Upon completion of construction, including repairs and replacement, of the Improvements, Grantee shall restore Grantee's property substantially to the condition that existed immediately prior to the said construction activities.

Grantor hereby represents and warrants to and covenants with Grantee that Grantor is lawfully seized and possessed of the real property referenced above and described in attached Exhibit "A" and that Grantor has a good and lawful right to convey this Temporary Construction Easement.

Up to the expiration date of this easement, all rights, title and privileges herein granted shall run with the land and shall be binding upon and inure to the benefit of the parties, and their heirs, successors and assigns, and successors in interest.

Grantee shall be responsible to obtain any necessary permits, approvals and authorizations required to complete the work and, once commenced, shall proceed with the work and shall not unreasonably delay completion of the work.

Grantee shall restore the surface of the easement area to a condition substantially equal to or better than before the work commenced.

Grantee assumes any and all risk and liability for injury to person(s) and/or property, real or personal, of any kind or nature as a result of the pipe installation as allowed by this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, **2022.**

GRANTOR: SALT LAKE COUNTY

By Exhibit Only, Do Not Sign  
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 \_\_\_\_\_, 2022, 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 \_\_\_\_\_, 2022, personally appeared before me \_\_\_\_\_, who duly acknowledged to me that he/she is the \_\_\_\_\_ Clerk of Salt Lake County, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of a resolution of the Salt Lake County Council.

\_\_\_\_\_  
Notary Public

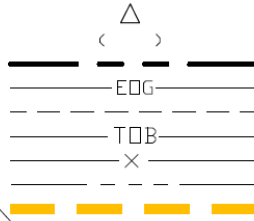
STATE OF UTAH                    )  
  )SS.  
COUNTY OF SALT LAKE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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.

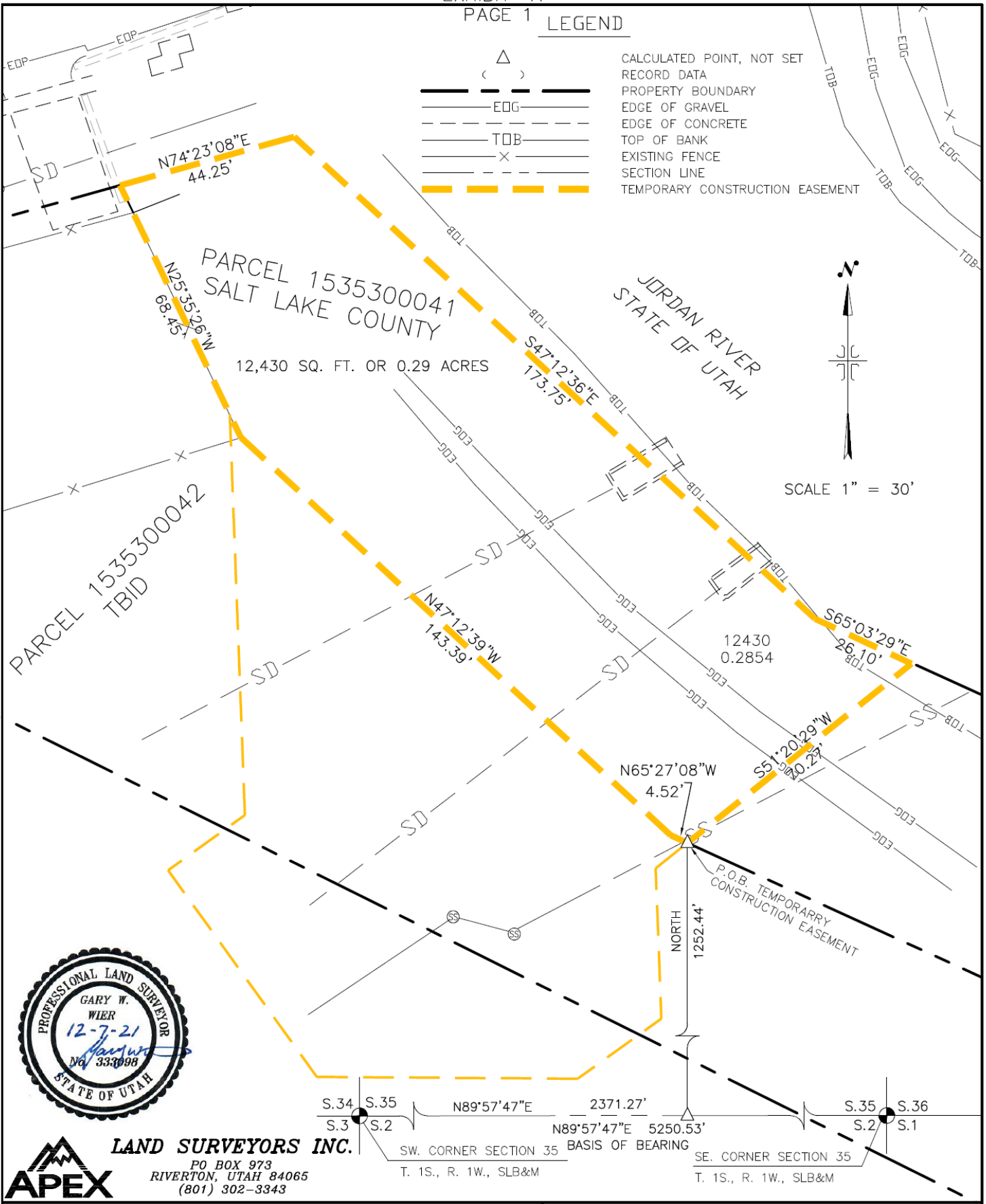
\_\_\_\_\_  
Notary Public

EXHIBIT "A"

PAGE 1 LEGEND

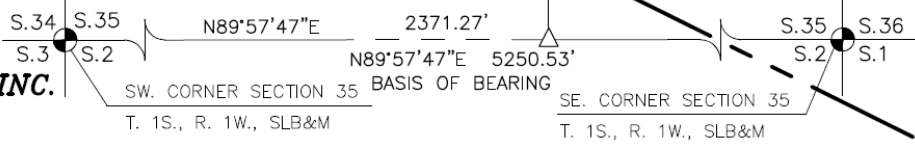


△ CALCULATED POINT, NOT SET  
 ( ) RECORD DATA  
 ——— PROPERTY BOUNDARY  
 - - - EDGE OF GRAVEL  
 - - - EDGE OF CONCRETE  
 - - - TOP OF BANK  
 - - - X EXISTING FENCE  
 - - - SECTION LINE  
 - - - TEMPORARY CONSTRUCTION EASEMENT



**LAND SURVEYORS INC.**

PO BOX 973  
RIVERTON, UTAH 84065  
(801) 302-3343



TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT  
TEMPORARY CONSTRUCTION EASEMENT

SALT LAKE COUNTY  
PARCEL 1535300041  
LOCATED WITHIN THE SW. 1/4 S.35, T.1S., R.1W.,  
SLB&M., SALT LAKE COUNTY, UTAH

EXHIBIT "A"  
PAGE 2

TEMPORARY CONSTRUCTION EASEMENT  
PARCEL 15-35-300-041  
(GRANTOR) SALT LAKE COUNTY

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°57'47"E 2371.27 FEET ALONG THE SECTION LINE (THE BASIS OF BEARINGS) AND NORTH 1252.44 FEET TO THE GRANTOR'S WESTERLY PROPERTY LINE AS EXHIBITED BY A CERTAIN WARRANTY DEED, DATED AUG. 21, 1996, AND RECORDED OCT. 18, 1996 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY NO. 6484558 IN BOOK 7515, PAGE 1111. SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG GRANTOR'S PROPERTY LINES THE FOLLOWING COURSES AND DISTANCES, N65°27'08"W 4.52 FEET; THENCE N47°12'39"W 143.39 FEET; THENCE N25°35'26"W 68.45 FEET; THENCE N74°23'08"E 44.25 FEET; THENCE S47°12'36"E 173.75 FEET; THENCE S65°03'29"E 26.10 FEET; THENCE LEAVING GRANTOR'S PROPERTY LINE, S51°20'29"W 70.27 FEET TO THE POINT OF BEGINNING. CONTAINS 12,430 SQ. FT. OR 0.29 ACRES.

**EXHIBIT F**  
**TEMPORARY CONSTRUCTION EASEMENT**

AFTER RECORDING RETURN TO:  
TAYLORSVILLE-BENNION  
IMPROVEMENT DISTRICT  
P.O. BOX 18579  
TAYLORSVILLE, UTAH 84118-8579

*SPACE ABOVE THIS LINE (3 1/2" X 5") FOR  
RECORDER'S USE*

## **TEMPORARY CONSTRUCTION EASEMENT**

Tax ID No. 15-35-400-007-6001

SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("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 ("Grantee"), its successors and assigns, a temporary construction easement and right-of-way upon a part of property for the purpose of construction related activities and access thereon incident to the installation of one or more sanitary sewer lines and related facilities (the "Jordan River Siphon and District Outfall Line Project" or the "Improvements"), together with the right to enter upon Grantor's premises for such purposes in, on, over, across, through, along, and under the real property of Grantor located in Salt Lake County, State of Utah which is more particularly described as follows:

### **SEE EXHIBIT "A"**

Grantee, its trustees, officers, agents, and employees, shall have the right of ingress and egress over and across the land of the Grantor to and from the above described easement and all rights reasonably necessary or incident to the grant of said easement, including the right to stage and store vehicles, construction machinery, equipment, materials and supplies in, upon, over, and across the Easement Area.

Grantor shall, subject to Grantee's rights contained herein, have the right to fully enjoy and use the premises for all good purposes not inconsistent with this grant and not unreasonably interfering with exercise of the rights hereby granted.

This temporary construction easement shall commence upon the beginning of actual construction activities on the property and shall expire upon the earlier of the completion of the Jordan River Siphon and District Outfall Line Project or on December 31, 2022. The date of completion of construction shall be the date when Grantee releases all retainage amounts and makes final payment to Grantee's contractor after having finally accepted the completed Improvements. The Temporary Easement Area is part of a larger parcel owned by Grantor. In addition to the other rights granted by this Temporary Construction Easement, Grantee and Grantee's representatives and agents shall have the right to ingress and egress across Grantor's parcel to access the Temporary Construction Easement Area in connection with the construction and restoration activities which are the subject of this Temporary Construction Easement,



provided, however, that Grantee shall repair and restore any damage or injury to Grantor's parcel caused by the exercise of Grantee's right to cross the same as provided herein. Upon completion of construction, including repairs and replacement, of the Improvements, Grantee shall restore Grantee's property substantially to the condition that existed immediately prior to the said construction activities.

Grantor hereby represents and warrants to and covenants with Grantee that Grantor is lawfully seized and possessed of the real property referenced above and described in attached Exhibit "A" and that Grantor has a good and lawful right to convey this Temporary Construction Easement.

Up to the expiration date of this easement, all rights, title and privileges herein granted shall run with the land and shall be binding upon and inure to the benefit of the parties, and their heirs, successors and assigns, and successors in interest.

Grantee shall be responsible to obtain any necessary permits, approvals and authorizations required to complete the work and, once commenced, shall proceed with the work and shall not unreasonably delay completion of the work.

Grantee shall restore the surface of the easement area to a condition substantially equal to or better than before the work commenced.

Grantee assumes any and all risk and liability for injury to person(s) and/or property, real or personal, of any kind or nature as a result of the pipe installation as allowed by this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, **2022.**

GRANTOR: SALT LAKE COUNTY

By Exhibit Only, Do Not Sign  
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 \_\_\_\_\_, 2022, 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        )

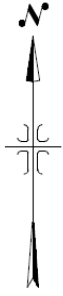
On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me \_\_\_\_\_, who duly acknowledged to me that he/she is the \_\_\_\_\_ Clerk of Salt Lake County, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of a resolution of the Salt Lake County Council.

\_\_\_\_\_  
Notary Public

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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

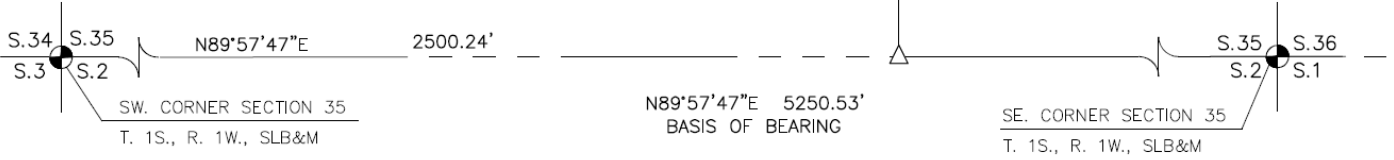
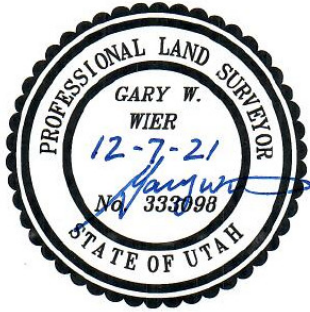
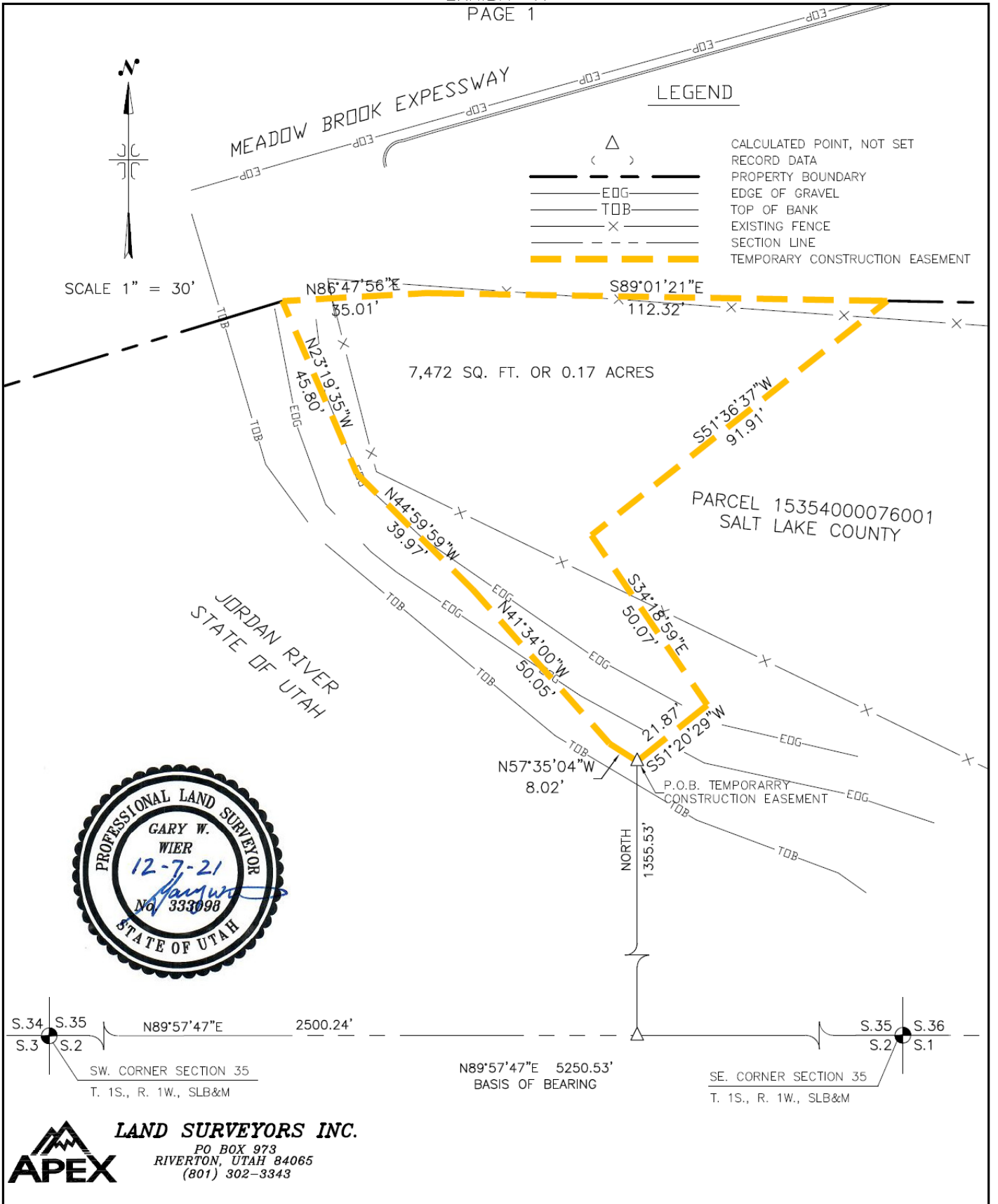


SCALE 1" = 30'

MEADOW BROOK EXPRESSWAY

LEGEND

- $\triangle$  CALCULATED POINT, NOT SET
- ( ) RECORD DATA
- PROPERTY BOUNDARY
- EDG EDGE OF GRAVEL
- TOB TOP OF BANK
- X EXISTING FENCE
- SECTION LINE
- TEMPORARY CONSTRUCTION EASEMENT



**LAND SURVEYORS INC.**  
 PO BOX 973  
 RIVERTON, UTAH 84065  
 (801) 302-3343

TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT TEMPORARY CONSTRUCTION EASEMENT	SALT LAKE COUNTY PARCEL 15354000076001 LOCATED WITHIN THE SW. 1/4 S.35, T.1S., R.1W., SLB&M., SALT LAKE COUNTY, UTAH
--	---

EXHIBIT "A"  
PAGE 2

TEMPORARY CONSTRUCTION EASEMENT  
PARCEL 15-35-400-007-6001  
(GRANTOR) SALT LAKE COUNTY

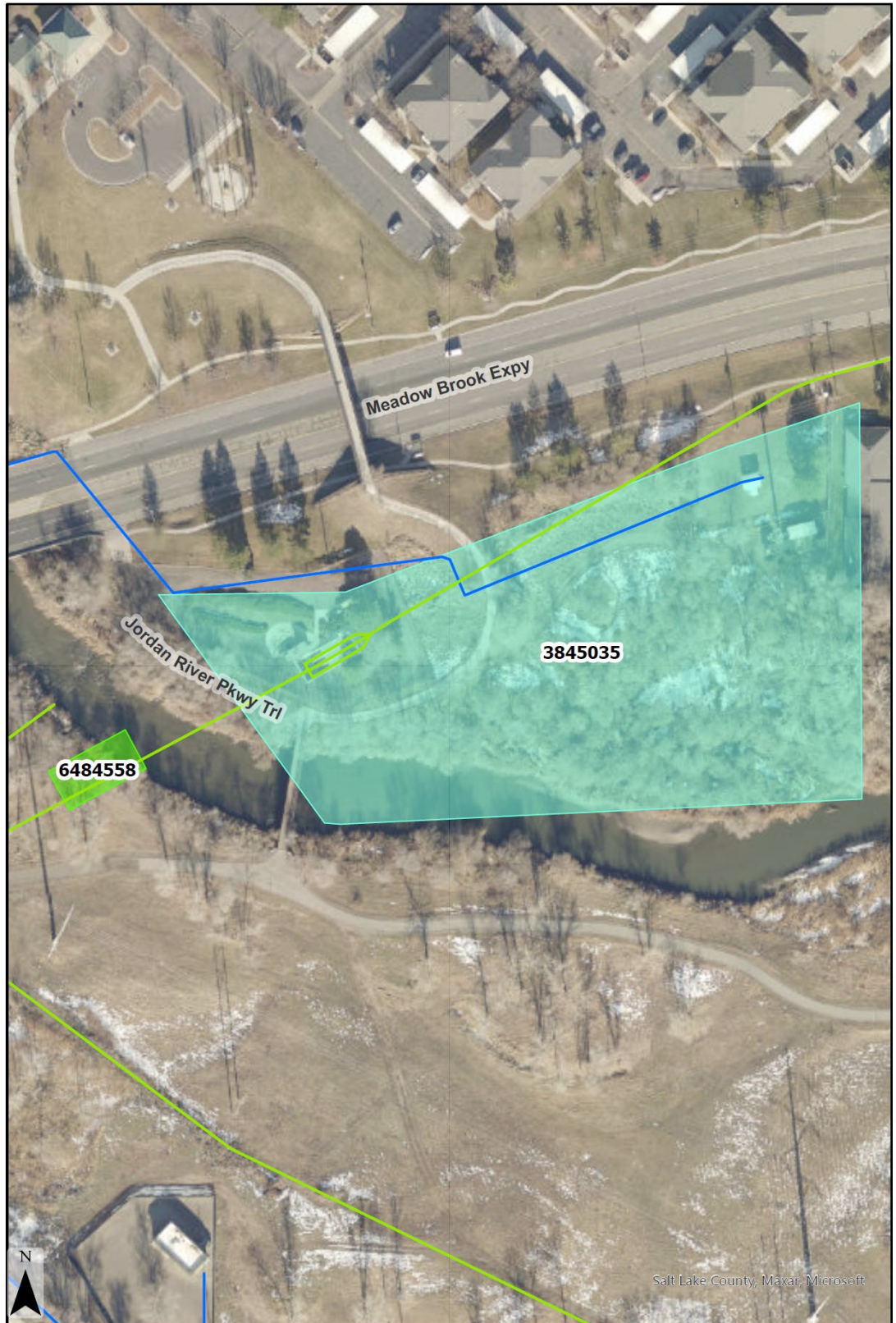
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°57'47"E 2500.24 FEET ALONG THE SECTION LINE (THE BASIS OF BEARING) AND NORTH 1355.53 FEET TO THE GRANTOR'S APPROXIMATE WEST PROPERTY LINE, EXHIBITED BY A CERTAIN QUIT CLAIM DEED, DATED FEB. 16, 1976, AND RECORDED FEB. 23, 1976, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY NO. 2787998, IN BOOK 4113, PAGE 218. SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG GRANTOR'S PROPERTY LINES THE FOLLOWING COURSES AND DISTANCES, N57°35'04"W 8.02 FEET; THENCE N41°34'00"W 50.05 FEET; THENCE N44°59'59"W 39.97 FEET; THENCE N23°19'35"W 45.80 FEET; THENCE N86°47'56"E 35.01 FEET; THENCE S89°01'21"E 112.32 FEET; THENCE LEAVING THE GRANTOR'S PROPERTY LINE, S 51°36'37"W 91.91 FEET; THENCE S34°18'59"E 50.07 FEET; THENCE S51°20'29"W 21.87 FEET TO THE POINT OF BEGINNING. CONTAINS 7,472 SQ. FT. OR 0.17 ACRES

**EXHIBIT G**  
**EXISTING EASEMENTS TO BE VACATED**



- Sewer Lines
  - Water Lines
- Easements**
- Sewer
  - Water/Sewer



1 inch = 150 ft

**EXHIBIT H**  
**RELEASE OF EASEMENT FOR THE PUMP STATION EASEMENT**

WHEN RECORDED, MAIL TO:  
Salt Lake County Real Estate Section  
c/o Derrick Sorensen  
2001 South State Street, #S3-110  
Salt Lake City, Utah 84114-4575

Parcel No. 15-35-400-007-6001

**RELEASE OF EASEMENT**

Taylorsville-Bennion Improvement District, a body politic, Grantor, for good and valuable consideration, hereby releases and reconveys to Salt Lake County, a body corporate and politic of the State of Utah, all of Grantor's right, title and interest in that certain easement obtained from Grantee by virtue of an Easement, dated August 29, 1983, and recorded September 16, 1983, in the office of the Salt Lake County Recorder as Entry No. 3845035, in Book 5491, Page 1537, over Parcel No. 15-35-400-007-6001 ("Easement"). The whole of the Easement hereby released and reconveyed is more particularly described as follows:

See Exhibit A, attached.

IN WITNESS WHEREOF, Grantor has caused this Release of Easement to be signed by its duly authorized officer this \_\_\_ day of \_\_\_\_\_, 2022.

Taylorsville-Bennion Improvement District

By: Exhibit Only, Do Not Sign

Its: \_\_\_\_\_

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me \_\_\_\_\_, who, being duly sworn, did say that he/she is the \_\_\_\_\_ for Taylorsville-Bennion Improvement District, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors.

\_\_\_\_\_  
Notary Public

Exhibit A

Beginning at a point 1018.58 feet South and 480.51 feet East from the center of Section 35, Township 1 South, Range 1 West, Salt Lake Base & Meridian, running thence South 00°05'19" East 358.80 feet; South 87°30'00" West 475.00 feet; North 85°02'45" West 14.37 feet; North 35°53'19" West 256.06 feet; North 89°29'15" East 170.00 feet; North 69°30'03" East 373.17 feet; North 72°00'00" East 125.00 feet to the point of beginning. Containing 3.54 acres.

Affects all or portion of Parcel No. 15-35-400-007-6001



**EXHIBIT I**  
**RELEASE OF EASEMENT FOR OLD SEWER LINE EASEMENT**



## Exhibit A

Reserving unto GRANTOR(S), its successors in interest and assigns, an easement to construct, reconstruct, operate, repair, replace and maintain a sewer line and appurtenant structures on, over, across and through a strip of land 40 feet wide, lying 20 feet on each side of the following described centerline:

Commencing North 1267.70 feet and East 2375.45 feet from the Southwest corner of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian to the Point of Beginning and running thence N 61°55'31" E 79.36 feet.

Affects all or portion of Parcel No. 15-35-300-041