

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-3300

Space above for County Recorder's use

**PERPETUAL
EASEMENT AGREEMENT
Salt Lake County**

Parcel No's **3858.002:2PE**
Tax Serial No. 26-12-400-006
County Project No. **PARB17WBPk**
Surveyor WO: W110420070

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby Grants and Conveys to the CITY OF SOUTH JORDAN, a municipal corporation and political subdivision of the State of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual easement under, over and across the following described property to construct, operate, repair and replace a culinary water pipeline and appurtenant structures and other related facilities (the "Facilities") incidental to the Bingham Creek Park Water Line installation known as Salt Lake County Project No. **PARB17WBPk** in Salt Lake County, Utah, lying within a strip of land fifteen (15) feet wide (the "Easement Area") to wit:

(SEE EXHIBIT A)

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. GRANTEE shall provide ten (10) days' written notice to Salt Lake County Parks and Recreation prior to conducting any construction or maintenance activities within the Easement Area. GRANTEE shall conduct all construction and maintenance activities related to the waterline within the Easement Area in a good and workmanlike manner in compliance with all laws, rules, and ordinances respecting the construction. During construction periods, GRANTEE and its contractors may use such portion of GRANTOR'S 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 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 water through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTOR specifically reserves the right to use the Easement Area for purposes of operating a public park and recreation area. In connection therewith, GRANTOR may install and maintain landscaping and other nonstructural surface improvements on the Easement Area, which are consistent with the ownership and operation of a public park and recreation area by GRANTOR and the rights of GRANTEE as set forth above (the "Permitted Improvements"). Except for the Permitted Improvements, GRANTOR shall not build or construct, or permit to be built or constructed, any building or other similar structure that impairs the maintenance or operation of the facilities 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 and the successors and assigns of the GRANTEE.

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 Agreement shall not include an obligation to indemnify, defend, or hold GRANTOR harmless to the extent any liability is caused by any negligent or willful act or failure to act of the GRANTOR.

The Facilities located on, under and across this easement will be installed, maintained, and operated by GRANTEE in accordance with all applicable codes, laws, rules, and regulations.

IN WITNESS WHEREOF, GRANTOR has caused this perpetual easement to be signed and its official seal to be affixed hereto by its duly authorized officer this ____ day of _____, 20 ____.

GRANTOR:
SALT LAKE COUNTY

By: _____
MAYOR or DESIGNEE

By: _____
COUNTY CLERK or DESIGNEE

GRANTEE:
CITY OF SOUTH JORDAN CITY

By: 
MAYOR

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

On this ____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that __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.

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

Notary Public _____
My Commission Expires: _____
Residing in: _____

Acknowledgements Continued on Following Page

Acknowledgements Continued from Previous Page

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

On this ____ day of _____, 20____, personally appeared before me _____,
who being duly sworn, did say that __he is the CLERK of Salt Lake County, and that the foregoing
instrument was signed by him/her on behalf of Salt Lake County, by authority of a Resolution of the
SALT LAKE COUNTY COUNCIL.

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

Notary Public _____

My Commission Expires: _____

Residing in: _____

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

The foregoing instrument was acknowledged before me this 26 day of January, 2021, by
Dawn E. Ramsey, its Mayor of the City of South Jordan.



Melanie Edwards
Notary Public

(EXHIBIT A)

3858.002:2PE (Parcel 26-12-400-006)

A perpetual water line easement being a strip of land 15.00 feet in width lying entirely within a tract of land described in that Warranty Deed recorded August 19, 1969 as Entry No. 2299951 in Book 2782, at Page 173 in the Office of the Salt Lake County Recorder; said easement is located in the Southeast Quarter of Section 12, Township 3 South, Range 2 West, Salt Lake Base and Meridian. The sidelines of said 15.00 – foot wide strip of land lies 7.50 feet on each side of the following described centerline:

Beginning at a point on the easterly boundary line of said entire tract, which is 989.84 feet N. 89°43'01" W. and 43.00 feet North from the Southeast corner of said Section 12; thence N. 89°43'01" W. 498.36 feet; thence N. 00°50'47" W. 144.04 feet; thence N. 19°12'10" W. 173.00 feet; thence N. 08°35'06" W. 138.42 feet to Point "A"; thence N. 08°35'06" W. 44.28 feet to a point of non-tangency with a 208.27 – foot radius curve to the right, concave northeasterly

(Radius point bears N. 37°46'01" E.); thence Northwesterly 124.64 feet along the arc of said curve, through a central angle of 34°17'17" (Chord bears N. 35°05'20" W. 122.79 feet); thence N. 72°18'23" W. 47.06 feet to Point "B"; thence N. 72°18'23" W. 89.29 feet to Point "C" and a point of tangency with a 400.00 – foot radius curve to the right, concave northerly; thence Westerly 251.56 feet along the arc of said curve, through a central angle of 32°01'47" to Point "D"; thence continuing northwesterly 253.85 feet along the arc of said curve, through a central angle of 32°19'16"; thence N. 07°57'19" W. 208.01 feet; thence N. 31°52'51" W. 70.25 feet; thence N. 54°22'51" W. 69.43 feet; thence N. 22°19'11" E. 116.64 feet; thence N. 35°08'37" E. 80.52 feet to a point of tangency with a 700.00 – foot radius curve to the left, concave westerly; thence Northerly 421.93 feet along the arc of said curve, through a central angle of 34°32'08"; thence N. 00°36'29" E. 167.94 feet; thence N. 44°24'31" W. 35.37 feet; thence N. 00°35'29" E. 534.88 feet; thence S. 89°35'49" E. 382.58 feet; thence N. 00°00'11" E. 34.44 feet to the northerly boundary line of said entire tract and the Point of Terminus.

The above described perpetual easement contains 58,297 square feet in area or 1.338 acres, more or less.

The sidelines of said strip of land to be lengthened or shortened to begin on said easterly boundary line and terminate on the northerly boundary line of said entire tract.

Also, a 15-foot wide perpetual easement having 7.5 feet on each side of the following described centerline:

Beginning at a water line tee, described as Point "A" in the above perpetual easement; thence N. 89°09'15" E. 45.97 feet to an existing water meter being the **Point of Terminus**.

The above described perpetual easement contains 576 square feet in area or 0.013 acres, more or less.

Also, a 15-foot wide perpetual easement having 7.5 feet on each side of the following described centerline:

Beginning at a water line tee, described as Point "B" in the above perpetual easement; thence N. 17°41'37" E. 27.39 feet to an existing water meter being the point of terminus.

The above described perpetual easement contains 298 square feet in area or 0.006 acres, more or less.

Also, a 15-foot wide perpetual easement having 7.5 feet on each side of the following described centerline:

Beginning at a water line tee, described as Point "D" in the above perpetual easement; thence N. 49°43'25" E. 23.39 feet to an existing water meter being the **Point of Terminus**.

The above described perpetual easement contains 237 square feet in area or 0.005 acres, more or less.

The sidelines of the above three described strips of land to be lengthened or shortened to begin on the centerline of said Parcel 3858.002:2PE and end at right angles to the said centerline of the waterlines designated as A, B, or D.

Also,

Beginning at Point "C" in the above described perpetual easement; thence S. 17°41'37" W. 34.05 feet; thence N. 72°18'23" W. 25.00 feet; thence N. 17°41'37" E. 34.75 feet to a point of non-tangency with a 450.00 – foot radius curve to the left, concave northerly, (Radius point bears N. 20°72'42" E.); thence Easterly 25.01 feet along the arc of said curve, through a central angle of 03°11'05" (Chord bears S. 70°42'50" E. 25.01 feet) to the Point of Beginning.

The above described perpetual easement contains 672 square feet in area or 0.015 acres, more or less.

BALANCE: 61,839 sq ft., in area or 1.419 acres, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: The Basis of Bearing is N. 89°43'01" W. along the Section line between the Southeast Corner and the South Quarter Corner of said Section 12, T3S, R2W, SLB&M.

LEGEND

- Tract Boundary
- Section Line
- Easement Line

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CRD BRG	CHD LEN
C1	124.64	208.27	34°17'17"	N35° 05' 20"W	122.79
C2	251.56	450.00	32°01'47"	N56° 17' 29"W	248.30
C3	253.85	450.00	32°19'16"	N24° 06' 57"W	250.50
C4	421.93	700.00	34°32'08"	N17° 52' 33"E	415.57

LINE TABLE

LINE #	LENGTH	BEARING
L1	498.36	N89° 43' 01"W
L2	144.04	N0° 50' 47"W
L3	173.00	N19° 12' 10"W
L4	138.42	N8° 35' 06"W
L5	44.28	N8° 35' 06"W
L6	47.06	N72° 18' 23"W
L7	89.29	N72° 18' 23"W
L8	208.01	N7° 57' 19"W
L9	70.25	N31° 52' 51"W
L10	69.43	N54° 22' 51"W
L11	116.64	N22° 19' 11"E
L12	80.52	N35° 08' 37"E
L13	167.94	N0° 36' 29"E
L14	35.37	N44° 24' 31"W
L15	45.97	N89° 09' 15"E
L16	34.05	S17° 41' 37"W
L17	23.39	N49° 43' 25"E
L18	25.00	N72° 18' 23"W
L19	34.75	N17° 41' 37"E

SALT LAKE COUNTY
26-12-400-006

SALT LAKE COUNTY
26-12-400-012



Scale in Feet
1"=350'

EXHIBIT "B"

Page 3 of 3
Date: November 9, 2020
Revised: December 3, 2020

P.O.B.
3858.002:2PE

P.O.B.
3858.001:3PE

10200 SOUTH STREET



BINGHAM CREEK PARK
Water Line Easement

Prepared for:
SALT LAKE COUNTY PARKS & REC.

Sec. 12, T.3S, R.2W, S.L.B.&M.
Work Order No. W110420070 Real Estate No. 3858

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240