

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 3858.001:4PE  
Tax Serial No. 26-12-400-012  
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 an irrigation water pipeline and appurtenant structures and other related facilities (the "Facilities") incidental to the Bingham Creek Park Irrigation 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 R. Ramsey, its Mayor of the City of South Jordan.



Melanie Edwards

Notary Public

**(EXHIBIT A)**

**3858.001:4PE (Parcel 26-12-400-012)**

A perpetual irrigation easement being a strip of land 15.00 feet in width lying within an entire tract of land described as "South Parcel" in that Warranty Deed recorded February 16, 1996 as Entry No. 6282528 in Book 7332, at Page 660 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 40.28 feet N. 89°43'01" W. and 51.60 feet North from the Southeast corner of said Section 12; thence West 810.55 feet; thence N. 45°00'00" W. 30.51 feet; thence West 11.03 feet an existing swing vault and the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on said easterly boundary line of the entire tract and terminate at right angles to said centerline

The above described perpetual irrigation easement contains 12,761 square feet in area or 0.292 acre, 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.