

RESOLUTION NO. _____

ADOPTED: _____, 2022

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
AND AUTHORIZING THE MAYOR TO GRANT A PERPETUAL EASEMENT
AND A TEMPORARY CONSTRUCTION EASEMENT TO SANDY CITY

RECITALS

A. Salt Lake County (the “County”) owns a parcel of real property located at approximately 8446 South Harrison Street, Midvale, Utah, specifically identified as Parcel No. 21-36-376-002 (the “Property”).

B. Sandy City (the “City”) would like to acquire a perpetual easement and a temporary construction easement across a portion of the Property to construct, operate, maintain, repair, and replace a waterline and necessary accessories and appurtenances.

C. As consideration for these easements, the City will pay \$18,000.00, which the Salt Lake County Real Estate Section as determined to constitute full and adequate consideration in exchange for these easements.

D. The County and the City have prepared an Easement Purchase Agreement (“Purchase Agreement”) attached as Exhibit 1 hereto, a Waterline Easement attached to the Purchase Agreement as Exhibit A and a Temporary Construction Easement attached to the Purchase Agreement as Exhibit B. The Waterline Easement and the Temporary Construction Easement are jointly referred to herein as the “Easements”.

E. It has been determined that the best interests of the County and the general public will be served by granting the Easements to the City. The terms and conditions of the Purchase Agreement and the Easements are in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council

that the Purchase Agreement, attached hereto as Exhibit 1 and by this reference made a part of this Resolution, is hereby approved; and the Mayor is hereby authorized to execute said Purchase Agreement.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are hereby authorized consistent with the terms of the Purchase Agreement to execute the Easements, attached as Exhibits A and B to the Purchase Agreement, and to deliver the fully executed Easements to the County Real Estate Section for delivery to the City as directed by the Purchase Agreement.

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

EXHIBIT 1
(Easement Purchase Agreement)

EASEMENT PURCHASE AGREEMENT

This EASEMENT PURCHASE AGREEMENT (“Agreement”) is made and executed this ___ day of _____, 2022, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as GRANTOR, which expression shall include its successors-in-interest and assigns, and Sandy City, a Utah municipal corporation created under the laws of the State of Utah, hereinafter referred to as GRANTEE.

RECITALS

- A. GRANTOR owns a parcel of land located at approximately 8446 South Harrison Street, Midvale City, Utah, specifically identified as Parcel No. 21-36-376-002 (the “Property”).
- B. GRANTEE desires to obtain an easement on, above or below portions of the Property (the “Easement Area”) to allow Grantee to construct, operate, repair and replace thereon a waterline and a temporary construction easement to be used during the installation of the waterline.
- C. GRANTOR is willing to grant and convey to GRANTEE an easement 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 perpetual easement to GRANTEE over portions of Parcel No. 21-36-376-002 as provided in the Waterline Easement attached hereto as Exhibit A and incorporated herein by this reference.

A temporary easement to GRANTEE over portions of Parcel No. 21-36-376-002 as provided in the Temporary Construction Easement attached hereto as Exhibit B and incorporated herein by this reference.

Conditions in place during the construction to mitigate construction impacts include:

- Placing temporary fencing and delineating the limits of disturbance at the boundary of the temporary easement.
- Protect in place the pump house.

Conditions to be permanently put in place to mitigate the impacts of the project include:

- Replacing any affected fencing, landscaping, 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.

2. GRANTEE shall have the right, without compensation to the GRANTOR, to cut

and to keep clear all trees, brush, native growth or foliage and any and all other obstructions that may, in the GRANTEE'S sole opinion, endanger, hinder or conflict with the exercise by GRANTEE of its easement rights and interests hereunder including access to the property burdened by the Waterline Easement.

3. GRANTOR agrees that it shall not construct or place any permanent buildings or other structures or improvements, or plant any trees or shrubs whose roots would contact GRANTEE'S waterline within the property burdened by the Waterline Easement, or otherwise do anything or take any action which would unreasonably obstruct or interfere in any way with the GRANTEE'S easement rights and interests in the Waterline Easement.

4. IN CONSIDERATION of the sale and conveyance of said Easements, GRANTEE shall pay the GRANTOR the amount of \$18,000.00 payable as follows: full purchase price at closing. GRANTOR and GRANTEE hereby acknowledge that this is a negotiated purchase price that constitutes just, fair, and adequate compensation for the Easements.

5. GRANTOR and GRANTEE understand and agree that this Agreement shall not be considered final until executed by both parties.

6. 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.

7. 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.

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: Sandy City

By Monica Zoffen
Its: Mayor

Attest: Wesley D.
City Recorder

EXHIBIT A
WATERLINE EASEMENT

WHEN RECORDED, MAIL TO:
Sandy City
10000 South Centennial Parkway
Sandy, Utah 84070

Tax ID No. 21-36-376-002
RE 4070

Waterline Easement
(COUNTY)
Salt Lake County

Salt Lake County, a body corporate and politic of the State of Utah, Grantor, hereby grants and conveys to Sandy City, a Utah municipal corporation created under the laws of the State of Utah, Grantee, for the sum of (\$10.00), dollars, and other good and valuable considerations, the following described easement is in Salt Lake County, State of Utah, to-wit:

A perpetual easement to construct, operate, repair and replace a waterline, on, above, or below a tract of land (the "Grantor Property"), described as Lot 6-B of the plat of Section 36 recorded in Book D at Page 37 as described in that Warranty Deed recorded as Entry No. 2186444 in the office of the Salt Lake County Recorder, the boundary of said waterline easement is located in the Southwest Quarter of Section 36, Township 2 South Range 1 West, Salt Lake Base and Meridian and is described as follows ("Easement Area"):

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 6-B AND THE WESTERLY RIGHT OF WAY LINE OF 300 WEST STREET WHICH POINT IS S. 89°45'30" E., ALONG THE SECTION LINE, A DISTANCE OF 8.44 FEET AND N. 00°14'30" E. A DISTANCE OF 470.21 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 36; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 6-B N. 89°20'02" W., A DISTANCE OF 509.98 FEET TO THE EASTERLY RIGHT-OF-WAY OF INTERSTATE 15; THENCE N. 07°55'02" W., ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 29.99 FEET; THENCE N. 81°12'46" E. A DISTANCE OF 30.92 FEET; THENCE S. 77°24'30" E. A DISTANCE OF 71.29 FEET; THENCE S. 89°19'57" E. A DISTANCE OF 415.49 FEET TO SAID WESTERLY RIGHT-OF-WAY OF 300 WEST STREET; THENCE S. 04°19'03" W., ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 20.03 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PERPETUAL EASEMENT CONTAINS 11,118 SQUARE FEET IN AREA OR 0.255 ACRE, MORE OR LESS.

The Easement Area is depicted on Exhibit A attached hereto.

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. Notwithstanding the forgoing, Grantee shall have the right, without compensation to Grantor, to cut and to keep clear all trees, brush, native growth or foliage and any and all other obstructions that may, in Grantee's sole opinion, endanger, hinder or conflict with the exercise by Grantee of its easement rights and interests hereunder including access to the Easement Area. Grantor agrees that it shall not construct or place any permanent buildings or other structures or improvements, or plant any trees or shrubs whose roots would contact Grantee's waterline within the Easement Area, or otherwise do anything or take any action which would unreasonably obstruct or interfere in any way with the Grantee's easement rights and interests in 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.

Grantee, at its sole cost and expense, will promptly repair any damage to the Grantor Property, including damage to landscaping or fencing, caused by Grantee or Grantee's Agents, and will restore the Grantor Property to substantially the same condition as existing prior to any entry on the Easement Area by Grantee and Grantee's Agents. In addition, Grantee shall repair or replace any affected 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. If Grantor reasonably believes that Grantee has not performed the restoration as specified above, Grantor will give Grantee written notice describing the deficiencies and Grantee shall address and correct any such deficiencies within thirty (30) days of receiving the written notice from Grantor describing the deficiencies.

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), of any person or entity, directly or indirectly arising out of, caused by, or resulting from Grantee's or Grantee's agents' or employees' 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. 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: SANDY 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 being duly sworn, did say that (s)he is the _____ of
Salt Lake County, Office of Mayor, and that the foregoing instrument was signed in 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 Sherrie Swensen,
who being by me duly sworn, did say and acknowledge that (s)he is the Clerk of Salt Lake
County, and that the foregoing instrument was signed by her 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 being duly sworn, did say that (s)he is the _____ of
Sandy City, and that the foregoing instrument was signed in behalf of Sandy City, by
authority of law.

Notary Public

Exhibit A Map

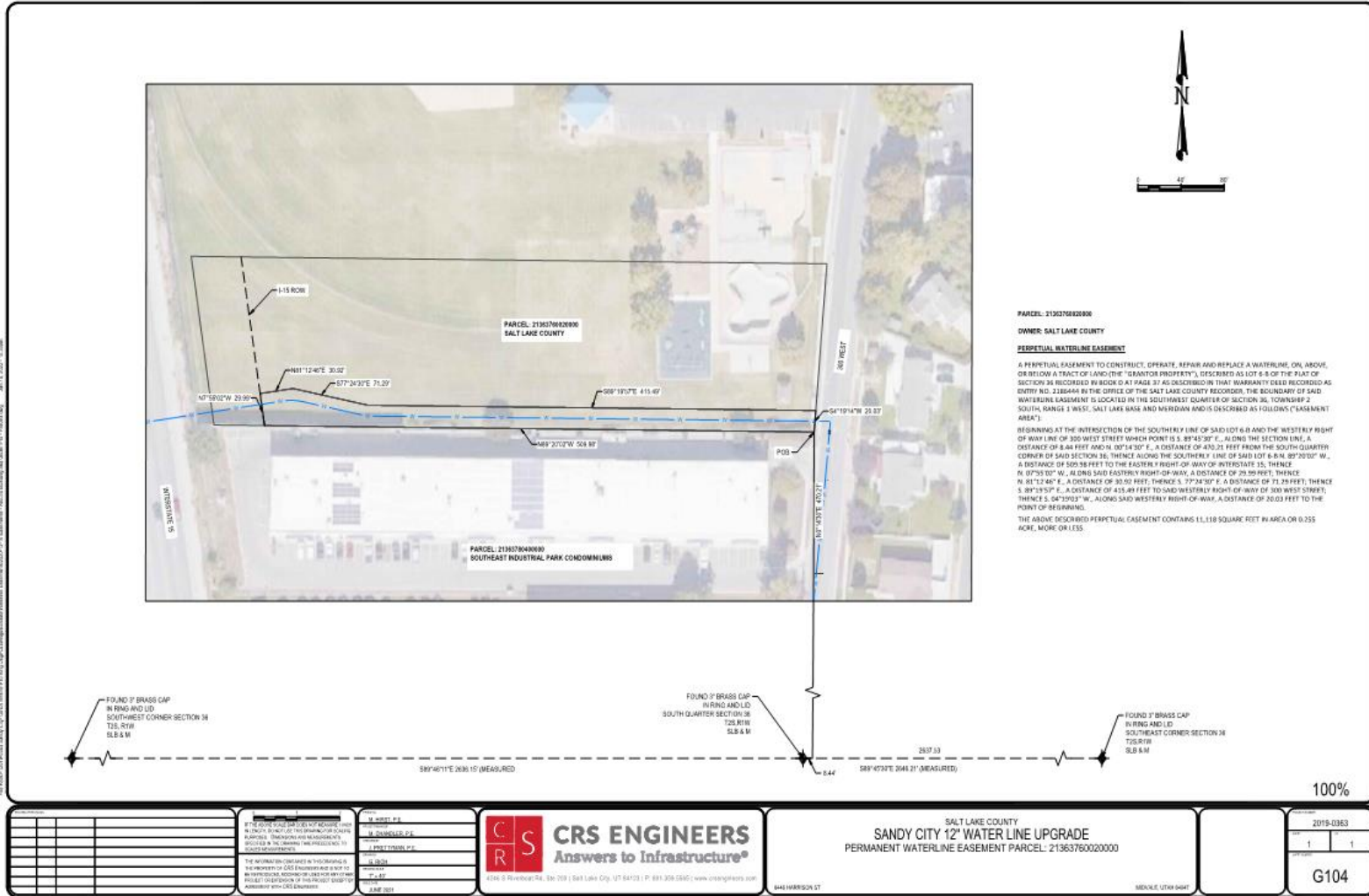


EXHIBIT B
TEMPORARY EASEMENT

WHEN RECORDED, MAIL TO:
Sandy City
10000 South Centennial Parkway
Sandy, Utah 84070

Tax ID No. 21-36-376-002

Temporary Construction Easement
(COUNTY)
Salt Lake County

Salt Lake County, a body corporate and politic of the State of Utah, Grantor, hereby grants and conveys to Sandy City, a Utah municipal corporation created under the laws of the State of Utah, Grantee, for the sum of (\$10.00), dollars, and other good and valuable considerations, a temporary construction easement to install and construct a waterline and appurtenant structures, and other related facilities on, over, across, and through the following described area in Salt Lake County, State of Utah, to-wit:

A temporary construction easement, upon part of an entire tract of land, described as Lot 6-B of the plat of Section 36 recorded in Book D at Page 37 as described in that Warranty Deed recorded as Entry No. 2186444 in the office of the Salt Lake County Recorder, the boundary of said temporary construction easement is located in the Southwest Quarter of Section 36, Township 2 South Range 1 West, Salt Lake Base and Meridian and is described as follows ("Easement Area"):

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 300 WEST STREET S. 89°45'30" E., ALONG THE SECTION LINE, A DISTANCE OF 9.87 FEET AND N. 00°14'30" E., A DISTANCE OF 490.19 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 36 THENCE THROUGH THE PROPERTY OF PARCEL 21-36-376-002-0000 THE FOLLOWING THREE (3) COURSES: 1) N. 89°19'57" W., A DISTANCE OF 415.49 FEET; 2) N. 77°24'30" W., A DISTANCE OF 71.29 FEET; 3) S. 81°12'46" W., A DISTANCE OF 30.92 FEET TO THE EASTERLY RIGHT-OF- WAY OF INTERSTATE 15 AND THE POINT OF TERMINUS.

The sidelines of said 10.00-foot temporary construction easement to be extended or shortened to meet at angle points, begin on said westerly right of way of 300 West Street, and terminate on said easterly right of way of Interstate 15.

The above described temporary construction easement contains 5,187 square feet in area or 0.119 acre more or less.

The Easement Area is depicted in Exhibit A attached hereto.

This temporary construction easement shall commence with construction, and unless the construction contemplated hereunder is completed prior thereto, this temporary construction easement will expire of its own terms on August 1, 2023.

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 waterline within the Easement Area in a good and workmanlike manner in compliance with all laws, rules, and ordinances respecting the construction.

While performing any work in the Easement Area, Grantee shall have in place temporary fencing and delineate the limits of disturbance at the boundary of the Easement Area. Additionally, Grantee shall protect in place the pump house to the extent that it projects into the Easement Area.

Grantee, at its sole cost and expense, will promptly repair any damage to the Grantor Property, including damage to landscaping or fencing, caused by Grantee or Grantee's Agents, and will restore the Grantor Property to substantially the same condition as existing prior to any entry on the Grantor Property by Grantee and Grantee's Agents. In addition, Grantee shall repair or replace any affected 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. If Grantor reasonably believes that Grantee has not performed the restoration as specified above, Grantor will give Grantee written notice describing the deficiencies and Grantee shall address and correct any such deficiencies within thirty (30) days of receiving the written notice from Grantor describing the deficiencies.

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), of any person or entity, directly or indirectly arising out of, caused by, or resulting from Grantee's or Grantee's agents' or employees' 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. 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: SANDY 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 being duly sworn, did say that (s)he is the _____ of
Salt Lake County, Office of Mayor, and that the foregoing instrument was signed in 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 Sherrie Swensen,
who being by me duly sworn, did say and acknowledge that (s)he is the Clerk of Salt Lake
County, and that the foregoing instrument was signed by her on behalf of Salt Lake County, by
authority of a Resolution of the Salt Lake County Council.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

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

On this ____ day of _____, 2022, personally appeared before me _____
_____, who being duly sworn, did say that (s)he is the _____ of
Sandy City, and that the foregoing instrument was signed in behalf of Sandy City, by
authority of law.

Notary Public

Exhibit A

Map

