

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

ADOPTED: \_\_\_\_\_, 2021

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING  
AND AUTHORIZING THE MAYOR TO EXECUTE A PERPETUAL  
EASEMENT AGREEMENT WITH SOUTH VALLEY SEWER DISTRICT

RECITALS

A. Salt Lake County (the “County”) owns several parcels of real property located at approximately 10004 South 4800 West and 9800 South County Road (Parcel Nos. 26-12-400-012 and 26-12-400-006 respectively) in South Jordan, Utah (the “Property”), which is part of the Bingham Creek Regional Park (the “Park”).

B. The County needs a new sewer line to provide sewer service to the Park.

C. South Valley Sewer District (the “District”) provides sewer services in the area where the Park is located.

D. In order to receive sewer services from the District, the County has agreed to provide the District with a twenty-foot-wide perpetual non-exclusive easement (the “Easement”) to allow for the construction, maintenance, and repair of the District’s underground sewer line and related facilities (the “Sewer Facilities”).

E. The County and the District have prepared a Perpetual Easement Agreement (the “Agreement”) wherein the County grants the Easement to the District for the construction, maintenance, and repair of the Sewer Facilities.

F. It has been determined that connection to and future maintenance of the District’s Sewer Facilities constitutes fair and adequate consideration for the grant of said Easement, and no other fee shall be required for the Easement because of the benefit the Sewer Facilities will provide to the Park.

G. It has been determined that the best interests of the County and the general public

will be served by granting the Easement to the District as provided in the Agreement attached hereto as Exhibit A. The execution of the Agreement 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 attached Agreement is accepted and approved, and the Mayor and County Clerk are hereby authorized to execute the Agreement and to deliver the fully executed document to the County Real Estate Division for to the District.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Steve DeBry, 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 Newton voting \_\_\_\_\_  
Council Member Snelgrove voting \_\_\_\_\_  
Council Member Stringham voting \_\_\_\_\_  
Council Member Theodore voting \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
R. Christopher Preston  
Deputy District Attorney

**Exhibit A**  
Perpetual Easement Agreement

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:PE,  
3858.001:2PE, 3858.002:PE  
Tax Serial No. 26-12-400-012,  
26-12-400-006  
County Project No. **PARB17WBP**K  
Surveyor WO: W041620022*

**SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, GRANTOR, hereby Grants and Conveys to South Valley Sewer District, a body politic of the State of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual non-exclusive right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called the FACILITIES, incidental to the Bingham Creek Park Sewer Line installation known as Salt Lake County Project No. **PARB17WBP**K, over and through two parcels of the GRANTOR'S land lying within a strip twenty (20) feet wide (the "Easement Area"), more particularly described as follows:

**(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 sewage 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 shall hold harmless, indemnify, and defend GRANTOR and GRANTOR's officers, agents, employees, contractors, successors and assigns (the "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments (including, but not limited to, court costs and reasonable attorney's fees), arising from or in any way connected with GRANTEE's or GRANTEE's agents', employees', or invitees' use and occupation of the Easement Area.

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: Exhibit Only - Do Not Sign  
MAYOR or DESIGNEE

By: \_\_\_\_\_  
COUNTY CLERK

GRANTEE:  
SOUTH VALLEY SEWER DISTRICT

By: \_\_\_\_\_  
\_\_\_\_\_, General Manager

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 Next 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        )

On this \_\_ day of \_\_\_\_\_, 20\_\_ personally appeared before me \_\_\_\_\_, who, being duly sworn, did say that he is the \_\_\_\_\_ of SOUTH VALLEY SEWER DISTRICT and that the foregoing instrument was signed on behalf of said DISTRICT, 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: \_\_\_\_\_

**(EXHIBIT A)**

**3858.001:PE and 3858.001:2PE (Parcel 26-12-400-012)**

A perpetual sewer easement being a two strips of land 20.00 feet in width lying entirely within a 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 20.00 – foot wide strip of land lies 10.00 feet on each side of the following described centerline:

**Beginning** at a point on the westerly boundary line of said entire tract, which is 990.00 feet N. 89°43'01" W. and 251.52 feet N. 00°12'50" E. from the Southeast corner of said Section 12; thence S. 47°25'06" E. 66.06 feet to a sewer manhole; thence S. 89°51'02" E. 737.99 feet to the **Point of Terminus.**

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

The above described perpetual sewer easement contains 16,081 square feet in area or 0.369 acre, more or less.

**ALSO,**

**Beginning** at a point on the southerly boundary line of said entire tract in the northerly right of way line of 10200 South Street, which is 338.54 feet N. 89°43'01" W. and 35.50 feet N. 00°00'11" E. from the Southeast corner of said Section 12; thence N. 00°00'11" E. 162.96 feet to the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on the northerly right of way line of 10200 South Street and terminate at right angles to said centerline.

The above described perpetual sewer easement contains 3,259 square feet in area or 0.074 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.

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

A perpetual sewer easement being a strip of land 20.00 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 20.00 – foot wide strip of land lies 10.00 feet on each side of the following described centerline:

**Beginning** at a point on the easterly boundary line of said entire tract, which is 990.00 feet N. 89°43'01" W. and 251.52 feet N. 00°12'50" E. from the Southeast corner of said Section 12; thence N. 47°25'06" W. 429.27 feet to a sewer manhole; thence N. 76°25'39" W. 376.13 feet to a sewer manhole; thence N. 74°21'38" W. 150.23 feet to the **Point of Terminus**.

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





The above described perpetual sewer easement contains 19,112 square feet in area or 0.439 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.

SALT LAKE COUNTY  
26-12-400-006

**LEGEND**

-  Tract Boundary
-  Section Line
-  Easement Line
-  Sewer Manhole



Point of Terminus - 3858.002:PE

150.23'  
N74°21'38"W  
376.13'  
N76°25'39"W

10.00  
10.00  
20.0' Wide Sewer Easement  
429.27'  
N47°25'06"W

POB - 3858.002:PE

SALT LAKE COUNTY  
26-12-400-012

POB 3858.001:PE

Point of Terminus  
3858.001:2PE

Point of Terminus  
3858.001:PE

737.99'  
S89°51'02"E

N0°00'11"E  
162.96'

POB - 3858.001:2PE

Page 5 of 5  
Date: November 10, 2020

10200 SOUTH STREET

N. 89°43'01" W. 2699.52'

FOUND SOUTH QUARTER  
SECTION 12, T3S, R2W, SLB&M  
STANDARD FLAT BRASS 4"

FOUND SOUTHEAST CORNER  
SECTION 12, T3S, R2W, SLB&M  
STANDARD FLAT BRASS 3"

**EXHIBIT "B"**



BINGHAM CREEK PARK  
South Valley Sewer District Easement

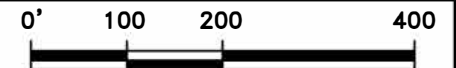
Prepared for:  
SALT LAKE COUNTY PARKS & REC.

Sec. 12, T.3S, R.2W, S.L.B.&M.  
Work Order No. W041620022 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



Scale in Feet  
1"=200'

Prepared By: BFM Date: 11/10/2020  
Surveyed By: XXX Date: ???/??/??  
Checked By: SVK Date: 11/13/2020