

**Mayor's Office: Council Agenda Item Request Form**  
*This form and supporting documents (if applicable) are due the Wednesday  
before the COW meeting by noon.*

<b>Date Received</b> (office use)	
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<b>Date of Request</b>	8/23/17
<b>Requesting Staff Member</b>	Megan Hillyard
<b>Requested Council Date</b>	8/29/17
<b>Topic/Discussion Title</b>	Granger/Hunter Improvement District - waterline request
<b>Description</b>	The Granger/Hunter Improvement district has requested an easement from the county to install a waterline.
<b>Requested Action<sup>1</sup></b>	Consent
<b>Presenter(s)</b>	Megan Hillyard & Chris Preston
<b>Time Needed<sup>2</sup></b>	N/A
<b>Time Sensitive<sup>3</sup></b>	Yes
<b>Specific Time(s)<sup>4</sup></b>	N/A
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	We're waiting to receive the signed easement from Hunter.

**Mayor or Designee approval:** \_\_\_\_\_

<sup>1</sup> What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

<sup>2</sup> Assumed to be 10 minutes unless otherwise specified.

<sup>3</sup> Urgency that the topic to scheduled on the requested date.

<sup>4</sup> If important to schedule at a specific time, list a few preferred times.

## EASEMENT PURCHASE AGREEMENT

This EASEMENT PURCHASE AGREEMENT ("Agreement") is made and executed this 24<sup>th</sup> day of August, 2017, 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 heirs, administrators, and assigns, and GRANGER-HUNTER IMPROVEMENT DISTRICT, a body politic of Salt Lake County, hereinafter referred to as GRANTEE.

### RECITALS

- A. GRANTOR owns a parcel of land located at Salt Lake City, specifically identified as Parcel No. 15-35-300-040 (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.
- 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. 15-35-300-040 as provided in the Waterline Easement attached hereto as Exhibit A and incorporated herein by this reference.

2. IN CONSIDERATION of the sale and conveyance of said Easement, GRANTEE shall pay the GRANTOR the amount of \$8,700.00 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 Easement.

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 Gary Ladle 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this \_\_\_ day of \_\_\_\_\_, 2017.

GRANTOR: Salt Lake County

By \_\_\_\_\_  
Mayor or Designee

RECOMMENDED FOR APPROVAL:

By \_\_\_\_\_  
Acquisition Officer

GRANTEE: Granter-Hunter Improvement District

By *[Signature]*  
Its: General Manager

APPROVED AS TO FORM  
District Attorney's Office  
By: *[Signature]*  
Attorney  
R. CHRISTOPHER PRESTON  
Date: 8/23/2017

**EXHIBIT A**  
**WATERLINE EASEMENT**

WHEN RECORDED, MAIL TO:  
Granger-Hunter Improvement District  
P.O. Box 701110  
West Valley City, Utah 84170-1110

**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 Granger-Hunter Improvement District, a body politic of Salt Lake County, at 2888 South 3600 West, West Valley City, Utah 84170, 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 twelve foot wide easement to construct, operate, repair and replace a waterline, on, above, or below a tract of land conveyed to Grantor per that Special Warranty Deed recorded December 14, 1995 as Entry No. 6236061 in Book 7290, at Page 1774 in the office of the Salt Lake County Recorder and situate in the southwest quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, the boundaries of which are described as follows ("Easement Area"):

BEGINNING AT A POINT ON AN EAST BOUNDARY LINE OF SAID TRACT OF LAND, WHICH POINT IS 273.81 FEET S.00°05'27"E. ALONG THE QUARTER SECTION LINE AND 131.023 FEET WEST FROM THE CENTER QUARTER CORNER OF SAID SECTION 35, SAID POINT IS ALSO, 2366.89 FEET N.00°08'45"W. ALONG THE SECTION LINE AND 2753.66 FEET WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 35; AND RUNNING THENCE SOUTH 12.03 FEET ALONG SAID EAST BOUNDARY LINE ; THENCE N.86°07'16"W. 43.94 FEET; THENCE S.88°23'22"W. 12.84 FEET; THENCE S.83°30'35"W. 8.39 FEET; THENCE SOUTH 36.56 FEET; THENCE WEST 12.00 FEET; THENCE NORTH 35.20 FEET; THENCE S.83°30'35"W. 3.81 FEET; THENCE S.76°04'48" W. 30.21 FEET TO A SOUTHWESTERLY BOUNDARY LINE OF SAID TRACT OF LAND; THENCE N.27°16'35"W. 12.33 FEET ALONG SAID SOUTHWESTERLY BOUNDARY LINE; THENCE N.76°04'48"E. 33.83 FEET; THENCE N.83°30'35"E. 25.58 FEET; THENCE N.88°23'22"E. 13.92 FEET; THENCE S.86°07'16"E. 43.70 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED WATERLINE EASEMENT CONTAINS 1,800 SQUARE FEET OR 0.04 ACRE IN AREA, MORE OR LESS.

**EXHIBIT "A":** BY THIS REFERENCE, MADE A PART HEREOF.

**BASIS OF BEARING:** THE BASIS OF BEARING IS N.00°08'45"W. BETWEEN THE SOUTHEAST CORNER AND THE SOUTHWEST CORNER OF

SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE  
BASE AND MERIDIAN.

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.

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. 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 \_\_\_\_\_, A.D. 20\_\_\_\_.

GRANTOR: SALT LAKE COUNTY

By \_\_\_\_\_  
Mayor or Designee

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

GRANTEE: Granter-Hunter Improvement District

APPROVED AS TO FORM  
District Attorney's Office  
By: R. Christopher Preston  
Attorney  
R. CHRISTOPHER PRESTON  
Date: 8/23/2017

By [Signature]  
Its: General Manager

[Acknowledgements on following page]

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

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, 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

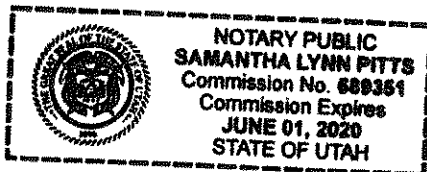
STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SALT LAKE)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 24 day of August, A.D. 20 17, personally appeared before me Clint Jensen, who being duly sworn, did say that (s)he is the CEO of Granger-Hunter Improvement District, and that the foregoing instrument was signed in behalf of Granger-Hunter Improvement District, by authority of law.



Samantha Pitts  
Notary Public

ORD & RODGERS HOMES,  
JORDAN RIVER LC  
15-35-326-267

RIVER RUN CONDOMINIUMS  
PHASE 6

CARLISLE PARK LANE  
(3800 SOUTH)

ORD & RODGERS HOMES,  
JORDAN RIVER LC  
15-35-326-267

RIVER RUN CONDOMINIUMS  
PHASE A

POINT OF BEGINNING

SOUTH 12.03'

SALT LAKE COUNTY  
15-35-300-040

S86°07'16"E 43.70'

N86°07'16"W 43.94'

PROPOSED WATERLINE  
EASEMENT

N88°23'22"E 13.92'

S88°23'22"W 12.83'

S83°30'35"W 8.39'

N83°30'35"E 25.58'

SOUTH 36.56'

WEST 12.00'

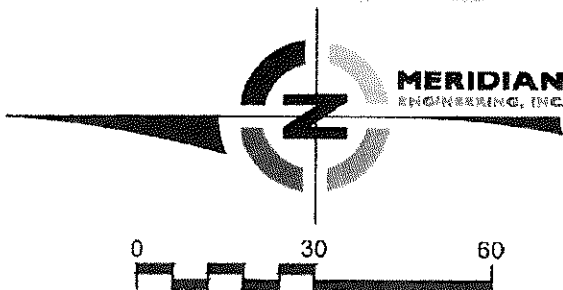
NORTH 35.20'

S83°30'35"W 3.81'

N76°04'48"E 33.83'

S76°04'48"W 30.20'

N27°16'35"W 12.33'



SCALE 1"=30'

### LEGEND

- PROPOSED WATERLINE EASEMENT
- PROPERTY LINE
- W-----W----- EXISTING WATERLINE

DRAWN: JLM		SURVEYED: KE		CHECKED: MWS		DATE: 24-JAN-2017	
NO		REV'S/NO		BY		DATE	
<b>MERIDIAN</b> ENGINEERING, INC. 2888 SOUTH 3600 WEST WEST VALLEY CITY, UTAH 84170							
<b>EXHIBIT "A"</b> WATERLINE AGREEMENT SITUATE IN THE SOUTHWEST 1/4 OF SECTION 35, T1S, R1W, SLB&M							
GRANGER-HUNTER IMPROVEMENT DISTRICT 2888 SOUTH 3600 WEST WEST VALLEY CITY, UTAH 84170							
COMP. FILE EXHIBIT							
PROJECT NO. 16180-01							
SHEET NO. 1 OF 1							



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

ADOPTED: \_\_\_\_\_, 2017

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING  
AND AUTHORIZING THE MAYOR TO GRANT AN EASEMENT  
AGREEMENT TO GRANGER HUNTER IMPROVEMENT DISTRICT

RECITALS

A. Salt Lake County (the "County") owns a parcel of real property located at approximately 1021 West Carlisle Park Lane in South Salt Lake City, Utah, Parcel No. 15-35-300-040, where General Holm Park is located (the "Park Property").

B. Granger-Hunter Improvement District (the "District") would like to acquire a 12-foot wide perpetual easement across the Park Property to construct, operate, repair, and replace a waterline.

C. As consideration for this easement, the District will pay \$8,700, which the Salt Lake County Real Estate Section as determined to constitute full and adequate consideration in exchange for this easement.

D. The County and the District have prepared an Easement Purchase Agreement ("Purchase Agreement") attached as Exhibit A hereto, and a related Waterline Easement ("Easement"), wherein the County grants a perpetual waterline easement across the Park Property to the District.

E. 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. The terms and conditions of the Purchase Agreement and the Easement 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 A 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 Easement, attached hereto as Exhibit B and by this reference made a part of this Resolution, and to deliver the fully executed document to the County Real Estate Section for delivery to the District as directed by the Purchase Agreement.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Steve DeBry, Chair

ATTEST:

\_\_\_\_\_  
Sherrie Swensen  
Salt Lake County Clerk

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

APPROVED AS TO FORM:

R. Christopher Preston  
R. Christopher Preston  
Deputy District Attorney  
Date: 8/23/2017