

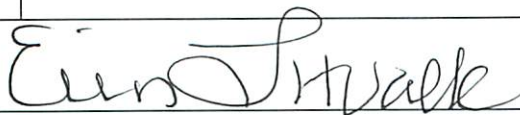
## Mayor's Office: Council Agenda Item Request Form

*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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Date of Request	12/13/17
Requesting Staff Member	Derrick Sorensen and Chris Preston
Requested Council Date	December 19, 2017
Topic/Discussion Title <i>Re 3130</i>	Perpetual Easement at the Salt Lake County & City Transfer Station for communications wires, cables, and facilities to be granted to Level 3 Communications, LLC
Description	Level 3 Communications, LLC has requested a 10 foot wide easement at the Transfer Station for communications wires, cables, and facilities. The appraised value of the easement is \$5,400.00. The Transfer station is jointly owned by Salt Lake County and Salt Lake City, so the proceeds of the sale of the easement will be divided equally between those two entities.
Requested Action <sup>1</sup>	Consent
Presenter(s)	Derrick Sorensen and Chris Preston
Time Needed <sup>2</sup>	N/A
Time Sensitive <sup>3</sup>	Yes
Specific Time(s) <sup>4</sup>	N/A
Contact Name & Phone	Derrick Sorensen 80341    Chris Preston 87782
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.	

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.

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

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

**A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING  
AND AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT  
AGREEMENT WITH LEVEL 3 COMMUNICATIONS, LLC**

**RECITALS**

A. Salt Lake County (the “County”) and Salt Lake City Corporation (the “City”), as tenants in common, own a parcel of real property located at 502 West 3300 South in South Salt Lake City, Utah, Parcel No. 15-25-301-006 (the “Property”).

B. Level 3 Communications, LLC (“Level 3”), desires to purchase a 10-foot wide perpetual easement across a portion of the Property to construct, install, operate, maintain, repair, renew, replace and remove communications facilities and equipment (“Communication Facilities”).

C. As consideration for this easement, Level 3 will pay \$5,400.00, which the Salt Lake County Real Estate Section as determined to constitute full and adequate consideration in exchange for this easement. Half of this amount will be paid to the County and the other half will be paid to the City as provided in the Easement Purchase Letter, attached hereto as Exhibit 1.

D. The County, the City, and Level 3 have prepared an Easement Agreement attached hereto as Exhibit 2, wherein the County and the City grant a perpetual easement across the Property to Level 3 for the Communication Facilities.

E. It has been determined that the best interests of the County and the general public will be served by signing the Easement Agreement. The terms and conditions of the Easement Agreement 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 Easement Agreement, attached hereto as Exhibit 2 and by this reference made a part of this Resolution, is hereby approved; and the Mayor is hereby authorized to execute the Easement Purchase Letter and the Easement Agreement, and to deliver the fully executed documents to the County Real Estate Section for further distribution.

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: 12/13/2017

**EXHIBIT 1**  
**(Easement Purchase Letter)**

Level 3 Communications, LLC  
Attn.: Sean Gerson  
1025 Eldorado Blvd.  
Broomfield CO 80021

**Re: Easement Agreement between Salt Lake City Corporation, Salt Lake County, and Level 3 Communications, LLC**

Dear Sirs,

This letter is to memorialize the intent of Salt Lake City Corporation, a Utah municipal corporation (“City”), and Salt Lake County, a body corporate and politic of the State of Utah (“County”, and collectively with City, the “Grantor”), to convey to Level 3 Communications, LLC (“Grantee”), an easement across certain real property located at approximately 502 West 3300 South, Salt Lake City, Utah 84115, described on Exhibit A attached hereto and incorporated herein, and more particularly described in that certain Easement Agreement between Grantor and Grantee to be recorded in the official records of the Salt Lake County Recorder’s as contemplated herein.

As consideration for the Easement Agreement, Grantee shall pay to Grantor Five Thousand Four Hundred Dollars and 00/100 (\$5,400.00) (the “**Easement Price**”). Grantee shall pay each Grantor \$2,700.00, the amount that is half of the Easement Price, and shall deliver two checks in such amount (one to each Grantor) to the County along with a countersigned letter and Easement Agreement.

Within two (2) business days after all parties have executed the Easement Agreement, Grantor shall cause the Easement Agreement to be recorded in the official records of the Salt Lake County Recorder.

Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. Grantee represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the city’s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the city’s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

Representation Regarding Ethical Standards for County Officers and Employees and Former County Officers and Employees. Grantee represents that it has not: (1) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or

employee, or relative or business entity of a former County officer or employee; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

Please acknowledge your agreement to this Letter Agreement by signing in the space provided.

Sincerely,

**SALT LAKE CITY:**

**Salt Lake City Corporation**

By \_\_\_\_\_  
Mayor Jacqueline M. Biskupski

ATTEST:  
Salt Lake City Recorder's Office

Approved as to form:  
Salt Lake City Attorney's Office

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
Kimberly K. Chytraus, Senior City Attorney

**SALT LAKE COUNTY:**

**Salt Lake County**

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

Approved as to form:  
Salt Lake County District Attorney

 12/13/2017  
R. Christopher Preston, Deputy District Attorney

Agreed, accepted, and acknowledged this 12 day of December, 2017.

**GRANTEE:**

**Level 3 Communications, LLC**

By:  \_\_\_\_\_

Print Name: Sean Gerson

Its: Sr. Manager

**EXHIBIT 2**  
**(Easement Agreement)**

**WHEN RECORDED RETURN TO:**

Salt Lake County Real Estate  
2001 South State Street, Suite S3-110  
Salt Lake City, Utah 84114-4575

**WITH A COPY TO:**

Salt Lake City Corporation  
Real Estate Services  
451 South State Street, Room 445  
PO Box 145488  
Salt Lake City, UT 84114-5488

*Space above for County Recorder's  
use*

**EASEMENT AGREEMENT**  
(Level 3 Communications, LLC)

*Parcel No.: 1:PE  
Tax Serial No. 15-25-301-006  
County Project No. 502 W 3300 S Utility Ease  
WO: SU20170401*

**SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, and **SALT LAKE CITY CORPORATION**, a Utah municipal corporation, (collectively, "**Grantor**"), of Salt Lake County, State of Utah, hereby Grant and Convey to **LEVEL 3 COMMUNICATIONS, LLC** and its Affiliates (defined below), successors, and assigns (collectively, the "**Grantee**"), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a non-exclusive right-of-way and easement appurtenant (the "**Easement**") on certain real property located in Salt Lake County, UT and legally described on Exhibit "A" attached hereto and incorporated herein (the "**Grantor Property**").

1. **Easement Description; Grantee's Facilities.** The Easement shall include rights of ingress, egress and access thereto on the Grantor Property, to construct, install, operate, maintain, repair, renew, replace and remove Grantee's communications facilities and equipment as Grantee may, from time to time require, generally consisting of multiple conduits, cables, wires, surface location markers, manholes, handholes, vaults and other appurtenances for similar uses (the "**Facilities**") upon, over, through, under and along a portion of the Grantor Property that is ten feet (10') in width, being five feet (5') perpendicularly distant from centerline on each side of the installed conduit under, over and across the real property more particularly described on Exhibit "B" attached hereto and incorporated herein (the "**Easement Area**").

2. **Easement Term; Runs with the Land.** The Easement shall be effective as of the recordation date of this Easement Agreement and shall run with the land and continue in full



force and effect until Grantee abandons or terminates use of the Facilities for a period of 12 consecutive months. This Easement Agreement shall be binding upon the parties and their respective affiliates, successors, and assigns.

3. Restrictions. Grantee may use and enjoy all right, title, and interest in and to the Easement Area so long as it does not materially interfere with Grantor's use and enjoyment of the Grantor Property. Excepting any surface location markers, manholes, handholes, and vaults, Grantee shall not be permitted to construct any above ground improvements on the Easement Area. If Grantee damages or disturbs the surface of the Grantor Property or the Easement Area in a manner other than as permitted in this Easement Agreement, Grantee shall promptly restore, repair, or replace such surface area to a condition similar to that condition before such disturbance or damage. If damage is not properly repaired or restored to its original condition and Grantee fails to effect said restoration within a reasonable period of time, to be determined by Grantor but not less than thirty (30) days after receipt of written notice from Grantor, Grantor may restore or have the surface and/or damage repaired at Grantee's entire expense. Except in case of an emergency, Grantee shall provide to Grantor reasonable written notice prior to entering onto the Grantor Property.

4. No Liens; Compliance with Applicable Laws; Relocation. Grantee shall promptly pay without imposition of any lien or charge against any portion of the Grantor Property all costs and expenses of construction and maintenance of the Facilities. Grantee shall construct, maintain, and operate the Facilities and access the Easement Area in a good and workman like condition, consistent with all applicable laws, lawfully adopted rules, and regulations. Upon Grantor's reasonable request, at Grantee's cost for the first relocation during the term of the Easement and Grantor's cost for any subsequent relocation during the term of the Easement, Grantee shall relocate any of the Facilities on Grantor's Property to a location mutually agreed upon by the parties conditioned upon the same not materially hindering either Grantee's ability to use its Facilities or Grantor's ability to use Grantor's Property. Notwithstanding, any relocation caused solely by Grantee shall be at Grantee's sole cost.

5. Indemnity. Grantee shall indemnify, save harmless, and defend Grantor, its officers and employees, from and against all losses, claims, counterclaims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorneys' fees, arising out of Grantee's intentional, reckless, or negligent performance hereunder. If Grantor's tender of defense, based upon this indemnity provision, is rejected by Grantee, and Grantee is later found by a court of competent jurisdiction to have been required to indemnify Grantor, then in addition to any other remedies Grantor may have, Grantee shall pay Grantor's reasonable costs, expenses, and attorneys' fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Grantee to indemnify the Grantor against Grantor's, or its agents', contractors', or employees' own negligence or willful acts. This provision shall survive the termination of this Easement Agreement. Notwithstanding any other

term or condition of this Easement Agreement, in no event shall any party to this Easement Agreement be liable to any other party for any special, consequential or indirect damages (including by way of illustration, lost revenues and lost profits) arising out of this Easement Agreement or any obligation arising there under, whether in action for or arising out of breach of contract, tort or otherwise.

6. Default. In the event Grantee shall fail to perform or comply with any term or condition hereof, this Easement Agreement shall immediately terminate and cease as though it had never been granted and Grantee shall have a reasonable time, to be determined by Grantor but not less than thirty (30) days, in which to remove its Facilities from the Easement Area.

7. REPRESENTATION REGARDING ETHICAL STANDARDS FOR SALT LAKE CITY ("City") OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES. Grantee represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

8. REPRESENTATION REGARDING ETHICAL STANDARDS FOR SALT LAKE COUNTY ("County") OFFICERS AND EMPLOYEES AND FORMER COUNTY OFFICERS AND EMPLOYEES. Grantee represents that it has not: (1) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

9. Assignment. Grantee may not assign this Easement Agreement without Grantor's prior written consent. Notwithstanding, upon written notice to Grantor, Grantee may, without obtaining Grantor's prior consent, make such assignment to any entity which acquires all or

substantially all of Grantee's assets or ownership interests, whether by merger, sale or otherwise, or an entity that shall directly or indirectly control, be controlled by, or be under common control with Grantee (collectively, "Affiliates"). In addition, Grantee's providing telecommunications services through its Facilities on the Grantor Property shall not be construed as an assignment of this Easement Agreement.

10. Entire Agreement, Modification. This Easement Agreement embodies the entire agreement between the parties respecting the matters contained herein. This Easement Agreement may be amended, changed or modified only by written agreement executed by the parties hereto. By execution of this Easement Agreement, each of the parties represents and warrants that the person signing on behalf of a party is duly authorized to execute this Easement Agreement on behalf of such party. If any provision of this Easement Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable for any reason whatsoever, the remaining provisions hereof shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

**IN WITNESS WHEREOF, SALT LAKE COUNTY**, the parties have entered into this Easement Agreement as of this December \_\_\_, 2017.

[Signatures on following pages.]

**GRANTOR:**

**SALT LAKE COUNTY**

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

By \_\_\_\_\_  
MAYOR or DESIGNEE  
  
By \_\_\_\_\_  
COUNTY CLERK

On this \_\_\_\_ day of December, 2017, 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:

My Commission Expires: \_\_\_\_\_

NOTARY

PUBLIC

Residing in: \_\_\_\_\_

Acknowledgement Continued on Following Page

On this \_\_\_\_ day of December, 2017, 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:

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

Residing in: \_\_\_\_\_

APPROVED AS TO FORM  
District Attorney's Office

By: R. Christopher Preston  
Attorney

R. CHRISTOPHER PRESTON

Date: 12/13/2017

**GRANTOR:**

**SALT LAKE CITY CORPORATION,**  
A Utah municipal corporation

\_\_\_\_\_  
Jacqueline M. Biskupski, Mayor

**ATTEST:**

Approval as to form:  
Salt Lake City Attorney's Office

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Megan DePaulis

Date: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December, 2017, by  
Jacqueline M. Biskupski, Mayor of Salt Lake City Corporation, a Utah municipal corporation.

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


My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Residing in: \_\_\_\_\_

**GRANTEE:**

**LEVEL 3 COMMUNICATIONS, LLC,**  
A Delaware limited liability company

  
\_\_\_\_\_  
Sr. Manager

STATE OF COLORADO            )  
  )ss.  
COUNTY OF Broomfield    )



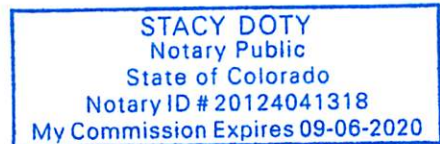
The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2017, by  
Sean Gerson, Sr. Manager at Level 3 Communications, LLC.

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

My Commission Expires: 9/6/20

Residing in: Broomfield, Colorado

Stacy Doty  
NOTARY PUBLIC



**EXHIBIT "A"**

**GRANTOR PROPERTY**

A parcel of land being part of an entire tract of property situate in Lots 1, 16 and 15, Block 36, Ten Acre Plat "A", Big Field Survey, the boundaries of said parcel are described as follows:

Beginning at a point which is 65.79 feet West and 103.01 feet North from the Southwest corner of Lot 2, Block 35 of said Ten Acre Plat "A"; thence West 50.39 feet; thence North 00°07'05" East 317.16 feet; thence North 89°52'55" West 279.89 feet; thence North 127.74 feet; thence North 30°23'21" West 160.35 feet; thence North 49°23'03" West 77.66 feet; thence North 33°03'57" West 254.35 feet; thence North 00°10'34" West 236.04 feet; thence North 89°49'26" East 80.00 feet; thence North 59°49'27" East 138.28 feet to a Northeasterly boundary line of said entire tract; thence South 30°22'52" East 811.55 feet along said Northeasterly boundary line to a Westerly boundary line of Quikrete Companies as described in a deed recorded as Entry No. 5746841 in Book 6878, Page 2012 in the office of the Salt Lake County Recorder; thence South 00°07'05" west along said Westerly boundary line 454.09 feet to the point of beginning.



## EXHIBIT "B"

### EASEMENT AREA

A 10.00-foot wide perpetual easement being part of an entire tract of land described in that Special Warranty Deed recorded as Entry No. 6812491 in Book 7828 at Page 2436 in the office of the Salt Lake County Recorder and located in Lots 1, 15, and 16 of Block 36, Ten Acre Plat "A" being in the Southwest Quarter of Section 25, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The sidelines of said 10.00-foot wide strip of land lies 5.0 feet perpendicularly distant on each side of the following described centerline:

**Beginning** at the intersection of an easterly boundary line of said entire tract and a point 5.5 feet radially distant northeasterly from the east edge of the existing pavement along 500 West Street, which point is 65.79 feet West and 227.82 feet North from the Southwest Corner of Lot 2 of Block 35 of said Ten Acre Plat "A"; thence along a line concentric with or parallel to said east edge of 500 West Street pavement the following four (4) courses: 1) Northerly 43.17 feet along the arc of a 113.5-foot non-tangent curve to the right, radius point bears N. 67°50'32" E (chord is N. 11°15'45" W. 42.91 feet) having a central angle of 21°14'26"; 2) N. 0°22'02" W. 47.70 feet; 3) N. 0°49'02" E. 238.90 feet to a point that is 4.0 feet west of an existing light pole; 4) N. 31°49'46" W. 43.91 feet to the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on an easterly boundary line of said entire tract of land and end at said point of terminus.

The above-described 10.00-foot wide perpetual easement contains 3731 square feet in area or 0.086 acres, more or less.

**BASIS OF BEARING:** The basis of bearing is N. 89°51'50" W. along the monument line of 3300 South Street between the monuments located at the intersections of 300 West and 500 West Streets.



