

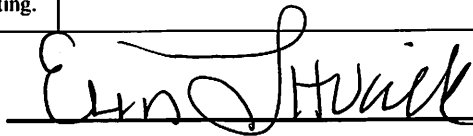
Mayor's Office: Council Agenda Item Request Form

This form and supporting documents (if applicable) are due the Wednesday before the COW meeting by noon.

Date Received (office use)	
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Date of Request	05/16/2018
Requesting Staff Member	Derrick Sorensen
Requested Council Date	05/22/2018
Topic/Discussion Title	RE 3770 Public Works Operations (Sandbag Shed)
Description	Granting an Easement to Questar Gas (Dominion Energy Utah) to provide service to the Public Works Sandbag Shed.
Requested Action¹	Consent Agenda
Presenter(s)	Derrick Sorensen
Time Needed²	>5 minutes
Time Sensitive³	No
Specific Time(s)⁴	No
Will You Be Providing a PowerPoint?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will You Be Providing Back-Up Documentation or Handouts? <small>Please attach 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.</small>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Mayor or Designee approval:



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

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to schedule on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.



Ralph Chamness
Chief Deputy
Civil Division

Lisa Ashman
Administrative
Operations

SIM GILL
DISTRICT ATTORNEY

Jeffrey William Hall
Chief Deputy
Justice Division

Blake Nakamura
Chief Deputy
Justice Division

April 30, 2018

Derrick L. Sorensen
Senior Appraiser
Salt Lake County
2001 South State Street, Suite S3-110
Salt Lake City UT 84190

RE: Sandbag Shed Easement with Questar

Dear Derrick:

Please find the above-referenced document, Easement Grant is approved as to form and is being returned to you for further processing.

If you have any questions or concerns, please contact me at extension 87782

Sincerely,

Christopher Preston
Deputy District Attorney
Civil/Litigation Division

RESOLUTION NO. _____

ADOPTED: _____, 2018

**A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
AND AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY AND
EASEMENT GRANT WITH QUESTAR GAS COMPANY DBA DOMINION
ENERGY UTAH**

RECITALS

A. Salt Lake County (the “County”) owns a parcel of real property located at approximately 604 West 6960 South in Midvale, Utah, Parcel No. 21-24-351-049, which is used by the Salt Lake County Public Work Department (the “County Property”).

B. The County is constructing a shed on the County Property to be used for bagging sand (the “Sandbag Shed”).

C. A 20-foot wide perpetual easement across a portion of the County Parks Property is necessary to allow Questar Gas Company dba Dominion Energy Utah (“Questar”) to construct, maintain, and repair an underground gas pipeline and related facilities (“Gas Facilities”) to provide gas services to the Sandbag Shed on the County Property.

D. It has been determined that installation and connection to Questar’s Gas 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 Gas Facilities will provide to the County Property.

E. The County and Questar have prepared an Easement Grant, attached as Exhibit A hereto (“Easement Agreement”), wherein the County grants the requested easement across a portion of the County Property to Questar for the construction, maintenance, and repair of the Gas Facilities.

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

will be served by executing 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 A and by this reference made a part of this Resolution, is hereby approved; and the Mayor and County Clerk are hereby authorized to execute the original of said easement and to deliver the fully executed document to the County Real Estate Section for distribution as necessary to complete the transaction.

APPROVED and ADOPTED this _____ day of _____, 2018.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder-Newton, 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: 4/25/2018

Exhibit A
Easement Grant

WHEN RECORDED MAIL TO:

Questar Gas Company dba Dominion Energy Utah
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
Blue Sky Ridge Lot1.cp; YJ

Space above for County Recorder's use
PARCEL I.D.# 21-24-351-049

EASEMENT GRANT

RW# 40634

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, Grantor, does hereby grant and convey to QUESTAR GAS COMPANY, a corporation of the State of Utah, dba Dominion Energy Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a non-exclusive right-of-way and easement twenty (20) feet in width to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the following underground facilities: pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other underground gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor is located in the Southwest Quarter of Section 24, Township 2 South, Range 1 West, Salt Lake Base and Meridian and is identified as Lot 1 in the Blue Sky Ridge Subdivision recorded as Entry No. 8921764 in Book 2003P at Page 388 in the Office of the Salt Lake County Recorder and described in that Special Warranty Deed recorded as Entry No. 8975739 in Book 8944 at Page 4922 in the Office of said Recorder.;

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

Beginning at a point in the northerly line of said Lot 1, 20.00 feet N. 88°32'39" E. from a northwesterly corner of said Lot 1, which point is also N00°19'16" E 1,094.413 feet and N88°32'39" E 547.27 feet from the Southwest Corner of said Section 24, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence S00°19'16"E 190.00 feet along a line parallel to a westerly line of said Lot 1 to the point of terminus.

The sideline of said right-of-way and easement are 10.00 feet perpendicularly distant easterly and westerly of said centerline and shall be lengthened or shortened to begin on said northerly line of Lot 1.

Contains 0.087 acres (3,800.00 SF)

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long the Facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the Facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without compensation.

6. Grantee, following the installation or maintenance of the Facilities, shall restore the surface of the right-of-way and easement, and any improvements, to, as near as practicable, the condition of the surface, prior to said installation or maintenance

7. The Facilities located on, under and across this easement will be installed, maintained, and operated by Grantee, according to its Utah tariff and in accordance with all applicable codes, laws, rules, or regulations.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

[Signatures and Acknowledgments on Following Pages]

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 2018.

GRANTOR:
SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
County Clerk or Designee

STATE OF UTAH)
 :SS
County of Salt Lake)

On this ____ day of _____, 2018, 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 on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

STATE OF UTAH)
 :SS
County of Salt Lake)

On this ____ day of _____, 2018, personally appeared before me _____, who being by me duly sworn, did say and acknowledge that s(he) is the _____ of Salt Lake County, and that the foregoing instrument was signed by her (him) 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

By: Chris B. Balling
Chris B. Balling
Its: Authorized Representative

On this 24th day of April, 2018 personally appeared before me Chris B. Balling, who, being duly sworn, did say that he is the Authorized Representative of QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH and that the foregoing instrument was signed on behalf of said corporation.



WHEN RECORDED MAIL TO:

Questar Gas Company dba Dominion Energy Utah
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
Blue Sky Ridge Lot1.cp; YJ

Space above for County Recorder's use
PARCEL I.D.# 21-24-351-049

EASEMENT GRANT
RW# 40634

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Land of the Grantor is located in the Southwest Quarter of Section 24, Township 2 South, Range 1 West, Salt Lake Base and Meridian and is identified as Lot 1 in the Blue Sky Ridge Subdivision recorded as Entry No. 8921764 in Book 2003P at Page 388 in the Office of the Salt Lake County Recorder and described in that Special Warranty Deed recorded as Entry No. 8975739 in Book 8944 at Page 4922 in the Office of said Recorder.;

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

Beginning at a point in the northerly line of said Lot 1, 20.00 feet N. 88°32'39" E. from a northwesterly corner of said Lot 1, which point is also N00°19'16" E 1,094.413 feet and N88°32'39" E 547.27 feet from the Southwest Corner of said Section 24, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence S00°19'16"E 190.00 feet along a line parallel to a westerly line of said Lot 1 to the point of terminus.

The sideline of said right-of-way and easement are 10.00 feet perpendicularly distant easterly and westerly of said centerline and shall be lengthened or shortened to begin on said northerly line of Lot 1.

Contains 0.087 acres (3,800.00 SF)

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long the Facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the Facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

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3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without compensation.

6. Grantee, following the installation or maintenance of the Facilities, shall restore the surface of the right-of-way and easement, and any improvements, to, as near as practicable, the condition of the surface, prior to said installation or maintenance

7. The Facilities located on, under and across this easement will be installed, maintained, and operated by Grantee, according to its Utah tariff and in accordance with all applicable codes, laws, rules, or regulations.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

[Signatures and Acknowledgments on Following Pages]

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 2018.

GRANTOR:
SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
County Clerk or Designee

STATE OF UTAH)
 :SS
County of Salt Lake)

On this ____ day of _____, 2018, 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 on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

STATE OF UTAH)
 :SS
County of Salt Lake)

On this ____ day of _____, 2018, personally appeared before me _____, who being by me duly sworn, did say and acknowledge that s(he) is the _____ of Salt Lake County, and that the foregoing instrument was signed by her (him) 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

APPROVED AS TO FORM
District Attorney's Office

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

Date: 4/27/2018

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the District Attorney's Office at the City of New York, this _____ day of _____, 19____.

District Attorney

Clerk

Deputy Clerk

Assistant District Attorney

Assistant District Attorney

Assistant District Attorney

Assistant District Attorney

Assistant District Attorney

Assistant District Attorney

Assistant District Attorney

Assistant District Attorney

Assistant District Attorney

Assistant District Attorney

Assistant District Attorney

Assistant District Attorney

Assistant District Attorney

APPROVED AS TO FORM
District Attorney's Office

By: _____
Attorney

R. CHRISTOPHER PRESTON

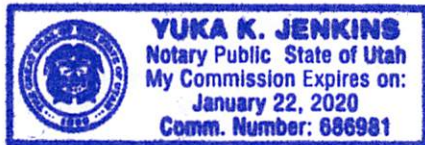
Date: _____

GRANTEE:
QUESTAR GAS COMPANY dba
DOMINION ENERGY UTAH

By: Chris B. Balling
Chris B. Balling
Its: Authorized Representative

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

On this 24th day of April, 2018 personally appeared before me Chris B. Balling, who, being duly sworn, did say that he is the Authorized Representative of QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH and that the foregoing instrument was signed on behalf of said corporation.



Yuka K. Jenkins
Notary Public

