

RESOLUTION NO. _____

ADOPTED: _____, 2022

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
AND AUTHORIZING THE MAYOR TO GRANT A PERPETUAL EASEMENT
TO ROCKY MOUNTAIN POWER IN RIVERTON

RECITALS

A. Salt Lake County (the “County”) owns a parcel of real property located at approximately 1040 West 12800 South in Riverton, Utah, specifically identified as Parcel No. 27-35-176-005 (the “Property”).

B. Rocky Mountain Power, an unincorporated division of PacificCorp (“RMP”) would like to acquire a perpetual easement across a portion of the Property to construct, operate, maintain, repair, and replace electric power transmission lines and necessary accessories and appurtenances.

C. As consideration for these easements, RMP will pay \$11,087.00, 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 RMP have prepared an Easement Purchase Agreement (“Purchase Agreement”) attached as Exhibit 1 hereto, and a related Right of Way Easement (“Easement”) attached to the Purchase Agreement as Exhibit A, wherein the County grants the powerline easement across the Property to RMP.

E. It has been determined that the best interests of the County and the general public will be served by granting the Easement to RMP. 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 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 Easement, attached as Exhibit A to the Purchase Agreement, and to deliver the fully executed document to the County Real Estate Section for delivery to RMP 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 | _____ |

APPROVED AS TO FORM:


Digitally signed by R. Christopher
Preston
Date: 2022.05.09 17:46:12 -06'00'

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 heirs, administrators, and assigns, and ROCKY MOUNTAIN POWER, an unincorporated division of PacificCorp, hereinafter referred to as GRANTEE.

RECITALS

- A. GRANTOR owns a parcel of land located at approximately 1040 West 12800 South in Riverton, Utah, specifically identified as Parcel No. 27-35-176-005 (the "Property").
- B. GRANTEE desires to obtain an easement on, across, or under the surface of a portion of the Property (the "Easement Area") to allow Grantee to construct, operate, maintain, repair, and replace thereon electric power transmission lines and necessary accessories and appurtenances.
- 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 powerline easement to GRANTEE over a portion of Parcel No. 27-35-176-005 as provided in the Right of Way Easement attached hereto as Exhibit A and incorporated herein by this reference.
- 2. IN CONSIDERATION of the sale and conveyance of this Right of Way Easement, GRANTEE shall pay the GRANTOR the amount of \$11,087.00 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 Right of Way 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 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.
- 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 _____, 2022.

GRANTOR: Salt Lake County

By Exhibit Only, Do Not Sign
Mayor or Designee

RECOMMENDED FOR APPROVAL:

By _____
Salt Lake County Real Estate Manager

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney

GRANTEE: Rocky Mountain Power, an unincorporated
division of PacifiCorp

By _____
Its: _____

EXHIBIT A
RIGHT OF WAY EASEMENT

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder / Brian Bridge

1407 West North Temple Suite 110

Salt Lake City, UT 84116

Project Name: ACC-DRA2A11: NEWMAN CONST, CONV OH TO UG

WO#: DJOR/2022/C/DM2/8125099

RW#: 2022LBB002

RIGHT OF WAY EASEMENT

For value received, Salt Lake County, a body corporate and politic of the State of Utah ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns ("Grantee"), an easement for a right of way 10 feet in width and 181 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, cabinets, and vaults ("Power Line Facilities") on, across, or under the surface of the real property of Grantor in Salt Lake County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit(s) "A" attached hereto and by this reference made a part hereof (the "Easement Area"):

EASEMENT LEGAL DESCRIPTION

A 10 FOOT WIDE PERMANENT AND PERPETUAL ELECTRICAL POWER EASEMENT, SITUATE IN THE NORTHWEST CORNER OF SALT LAKE COUNTY PARCEL NUMBER 27-35-176-005, SAID EASEMENT LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, RIVERTON CITY, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2.5 INCH BRASS DISK RING AND LID MONUMENT, MARKING THE WEST ONE-QUARTER CORNER OF SAID SECTION 35, THENCE NORTH 00°07'10" EAST 1275.77 FEET ALONG THE WEST LINE OF SAID SECTION 35, THENCE EAST 40.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°07'10" EAST 10.00 FEET TO A POINT ON THE SOUTHLINE OF A RIGHT-OF-WAY, DESCRIBED IN ENTRY NUMBER 3869941, AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE SOUTH 89°52'50" EAST 126.00 FEET ALONG SAID LINE; THENCE NORTH 00°07'10" EAST 45.00 FEET TO A

POINT ON THE SOUTH LINE OF SALT LAKE COUNTY PARCEL NUMBER 27-35-101-008 AND THE SOUTH LINE OF THE SILOS AT RIVERBENDS SUBDIVISION (PROPOSED); THENCE SOUTH 89°52'52" EAST 10.00 FEET ALONG SAID LINES; THENCE SOUTH 00°07'10" WEST 55.00 FEET; THENCE NORTH 89°52'50" WEST 136.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,810 S.F. / 0.04 AC +/-

Assessor Parcel No. 27-35-176-005

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At all times, Grantee shall maintain the Power Line Facilities and appurtenant parts in a safe condition. Grantee shall maintain the Power Line Facilities in compliance with all applicable governmental requirements. All costs of maintenance and similar activities required by this paragraph and by the following paragraph shall be borne solely by Grantee.

Upon completion of the Power Line Facilities or any other activities that disturb the surface of Grantor's property, Grantee shall promptly restore such land to the condition it was in immediately prior to such disturbance or as otherwise reasonably required by Grantor.

Grantee shall use the Easement Area at its own risk and shall release, indemnify, defend, and hold harmless Grantor 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, attorneys' fees, and costs of investigation) directly or indirectly arising out of, caused by, or resulting from, in whole or in part, Grantee's use and occupation of the Easement Area or any act or omission of Grantee, any independent contractor retained by Grantee, or anyone directly or indirectly employed by them, while working on and/or maintaining the Easement Area, except to the extent caused by the negligence of Grantor.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may

have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

DATED this _____ day of _____, 2022.

GRANTOR:
SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign
Mayor or Designee

By: _____
Salt Lake County Clerk or Designee

GRANTEE:
ROCKY MOUNTAIN POWER an unincorporated division
of PacifiCorp

By: _____
Its: _____

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

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 on behalf of Salt Lake County, by authority of law.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County

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 _____ Clerk of Salt Lake County and that the foregoing Easement was signed by her/him on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County

STATE OF UTAH)
) ss.
COUNTY SALT LAKE)

On the _____ day of _____, 2022, personally appeared before me _____, who being duly sworn did say that he/she is the signer of the within instrument on behalf of Rocky Mountain Power an unincorporated division of PacifiCorp and that the within and foregoing instrument was signed by authority of said corporation and said _____ duly acknowledged to me that said corporation executed the same.

Notary Public

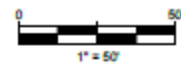
EXHIBIT "A"

ROCKY MOUNTAIN POWER ELECTRICAL EASEMENT EXHIBIT (SALT LAKE COUNTY - RIVERBEND GOLF COURSE)

LOCATED IN:
NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,
RIVERTON CITY, SALT LAKE COUNTY, UTAH

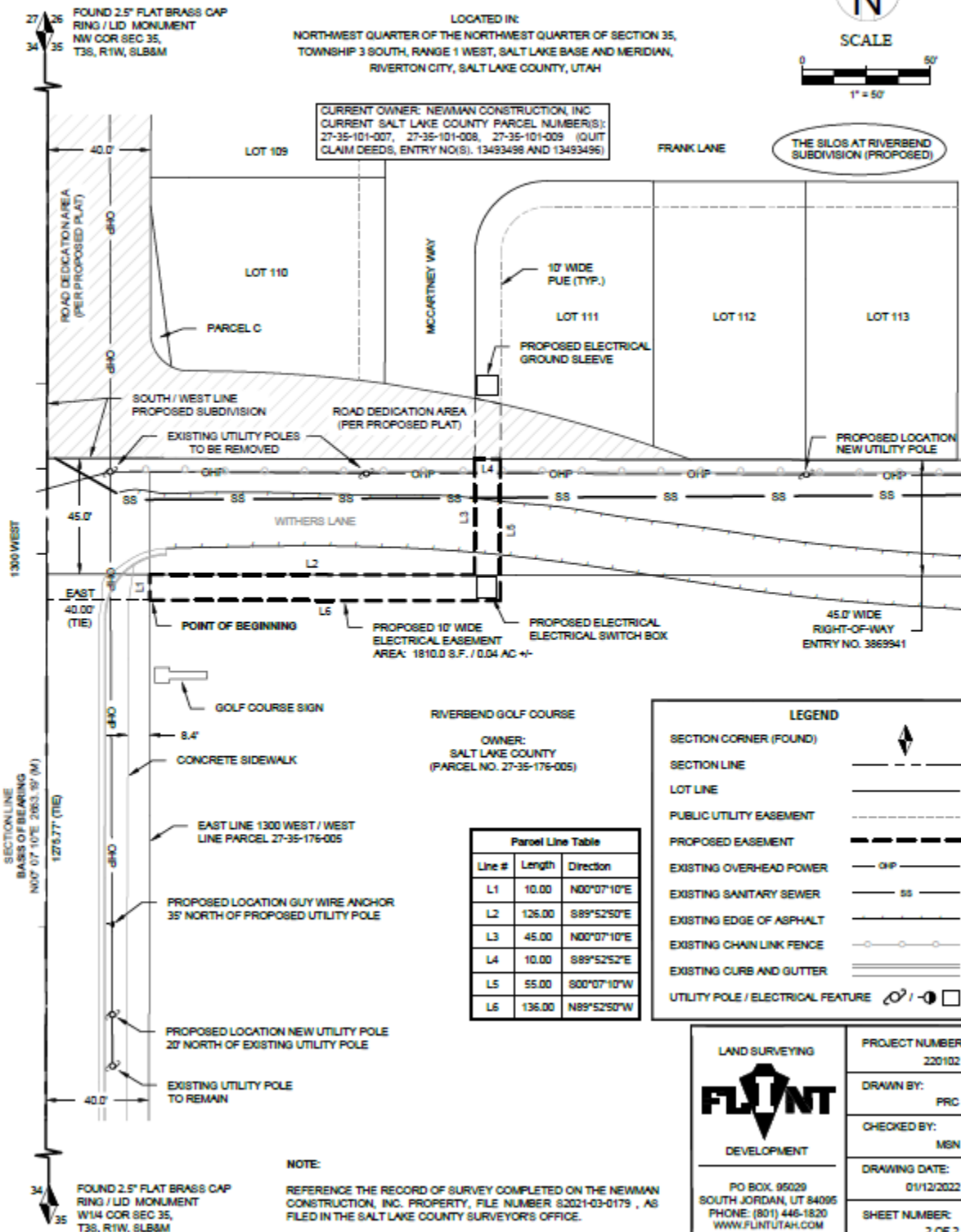


SCALE



CURRENT OWNER: NEWMAN CONSTRUCTION, INC
CURRENT SALT LAKE COUNTY PARCEL NUMBER(S):
27-35-101-007, 27-35-101-008, 27-35-101-009 (QUIT
CLAIM DEEDS, ENTRY NO(S). 13493498 AND 13493496)

THE SILOS AT RIVERBEND
SUBDIVISION (PROPOSED)



RIVERBEND GOLF COURSE
OWNER:
SALT LAKE COUNTY
(PARCEL NO. 27-35-175-005)

| Parcel Line Table | | |
|-------------------|--------|-------------|
| Line # | Length | Direction |
| L1 | 10.00 | N00°07'10"E |
| L2 | 126.00 | S89°52'50"E |
| L3 | 45.00 | N00°07'10"E |
| L4 | 10.00 | S89°52'52"E |
| L5 | 55.00 | S00°07'10"W |
| L6 | 136.00 | N89°52'50"W |

LEGEND

- SECTION CORNER (FOUND)
- SECTION LINE
- LOT LINE
- PUBLIC UTILITY EASEMENT
- PROPOSED EASEMENT
- EXISTING OVERHEAD POWER
- EXISTING SANITARY SEWER
- EXISTING EDGE OF ASPHALT
- EXISTING CHAIN LINK FENCE
- EXISTING CURB AND GUTTER
- UTILITY POLE / ELECTRICAL FEATURE

LAND SURVEYING

DEVELOPMENT

PROJECT NUMBER:
220102

DRAWN BY:
PRC

CHECKED BY:
MSN

DRAWING DATE:
01/12/2022

SHEET NUMBER:
2 OF 2

PO BOX, 95029
SOUTH JORDAN, UT 84095
PHONE: (801) 446-1820
WWW.FLINTUTAH.COM

NOTE:
REFERENCE THE RECORD OF SURVEY COMPLETED ON THE NEWMAN
CONSTRUCTION, INC. PROPERTY, FILE NUMBER S2021-03-0179, AS
FILED IN THE SALT LAKE COUNTY SURVEYOR'S OFFICE.