



Ralph Chamness
Chief Deputy
Civil Division

SIM GILL
DISTRICT ATTORNEY

Jeffrey William Hall
Chief Deputy
Justice Division

Lisa Ashman
Administrative
Operations

Blake Nakamura
Chief Deputy
Justice Division

June 8, 2018

MAIL
RECEIVED
SLCO FACILITIES
JUN - 8 2018

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

RE: Easement for Water line at Park

Dear Derrick:

Please find the above-referenced document, Resolution & Easement Purchase Agreement, 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 GRANT A PERPETUAL
AGREEMENT AND A TEMPORARY CONSTRUCTION EASEMENT TO
TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT

RECITALS

A. Salt Lake County (the “County”) owns a parcel of real property located at approximately 5051 South 4015 West in Kearns Metro Township, Utah, known as Southridge Park and specifically identified as Parcel Nos. 21-08-301-003-4001 and -4002 (the “Property”).

B. Taylorsville-Bennion Improvement District (the “District”) would like to acquire a perpetual easement together with a temporary construction agreement across the Property to construct, operate, repair, and replace a waterline and appurtenant structures.

C. As consideration for this easement, the District will pay \$30,225.00, 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 Water Line Easement (“Easement”), wherein the County grants a perpetual waterline easement and a temporary construction easement across the Property to the Draper Irrigation.

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 _____, 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: 6/7/2018

EXHIBIT A
(Easement Purchase Agreement)

EASEMENT PURCHASE AGREEMENT

This EASEMENT PURCHASE AGREEMENT ("Agreement") is made and executed this ___ day of _____, 2018, 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 TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, a body politic of Salt Lake County, hereinafter referred to as GRANTEE.

RECITALS

- A. GRANTOR owns a parcel of land located at approximately 5051 South 4015 West in Kearns Metro Township, Utah, known as Southridge Park and specifically identified as Parcel Nos. 21-08-301-003-4001 and -4002 (the "Property").
- B. GRANTEE desires to obtain (1) a perpetual easement under, over and across portions of the Property (the "Easement Area") to allow Grantee to construct, reconstruct, operate, repair, replace and maintain a waterline and appurtenant structures and (2) a temporary construction easement to construct the waterline and appurtenant structures.
- C. GRANTOR is willing to grant and convey to GRANTEE a perpetual easement and a temporary construction 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 and a temporary construction easement (the "Easements") to GRANTEE over portions of the Property as provided in the Water Line Easement attached hereto as Exhibit A and incorporated herein by this reference.
- 2. IN CONSIDERATION of the sale and conveyance of these Easements, GRANTEE shall pay the GRANTOR the amount of \$30,225.00 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 Easements.
- 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 _____, 2018.

GRANTOR: Salt Lake County

By _____
Mayor or Designee

APPROVED BY
Salt Lake County Parks and Recreation:

By _____ -
Martin Jensen, Division Director

APPROVED AS TO FORM:

R. Christopher Preston
R. Christopher Preston
Deputy District Attorney
Date: 6/7/2018

GRANTEE: Taylorsville-Bennion Improvement District

By _____
Its: _____

EXHIBIT A
WATER LINE EASEMENT

AFTER RECORDING RETURN TO:
TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT
P.O. BOX 18579
TAYLORSVILLE, UTAH 84118-8579

WATER LINE EASEMENT
Salt Lake County

Tax ID No. 21083010034002

SALT LAKE COUNTY, GRANTOR, for ten dollars (\$10) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants and conveys unto TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, a body politic, at 1800 West 4700 South, Taylorsville, Utah 84129 an easement to construct, reconstruct, operate, repair, replace and maintain a water line and appurtenant structures, and other related facilities (the "Water Line") on, over, across and through the following described easement (the "Easement Area").

A perpetual easement located in the Southeast Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey. Said easement being sixteen feet (16') feet wide with 8 feet on each side of the centerline described as follows (Note: the extents of said easement are extended/trimmed such that the easement originates at the grantor's south property line and terminates at the grantor's north property line):

Beginning at a point South 89°54'58" West 5.00 feet from the Northeast corner of Lot 52 of the Kingsgate II Subdivision, Recorded April 25, 1978 as Book 78-4 Page 122, said point lies on the North boundary of said Kingsgate II Subdivision, said point also being North 0°04'23" East 1317.52 feet and North 90°00'00" East 953.31 feet, more or less, from the Southwest corner of said Section 8, and running thence North 0°10'04" East 6.94 feet; thence North 45°10'04" East 115.76 feet; thence North 33°55'04" East 175.00 feet; thence North 11°25'04" East 40.00 feet; thence North 9°55'04" East 20.00 feet; thence North 8°25'04" East 20.00 feet; thence North 6°55'04" East 340.00 feet; thence North 5°25'04" East 20.00 feet; thence North 3°55'04" East 20.00 feet; thence North 2°25'04" East 20.00 feet; thence North 0°55'04" East 20.00 feet; thence North 0°34'56" West 540.41 feet; thence North 45°12'43" West 67.94 feet; thence North 0°12'43" West 2.67 feet, more or less, to the point of terminus, said point lies on the South boundary of the Southridge No.4 Subdivision, Recorded May 14, 1966 as Book Z Page 97, said point also lies North 23°22'56" East 2874.28 feet from the Southwest corner of said Section 8, more or less.

Contains 22539 square feet, or 0.517 acres.

The GRANTOR SHALL NOT build thereon any permanent structures or buildings nor plant large trees whose root zones would contact or interfere with the pipeline. The easement may, however, be crossed or covered with sidewalks, curb and gutter, roadways, fences or similar improvements. Notwithstanding the foregoing, 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.

Additionally:

GRANTOR, for ten dollars (\$10) and other good and valuable consideration, receipt whereof is hereby acknowledged, also hereby grants and conveys unto TAYLORSVILLE- BENNION IMPROVEMENT DISTRICT, a body politic, at 1800 West 4700 South, Taylorsville, Utah 84129 a temporary easement to construct a water line and appurtenant structures, and other related facilities on, over, across and through the following described temporary easement (the "Construction Easement Area").

A temporary easement located in the Southeast Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey. Said easement being twenty feet (20') feet wide with 10 feet on each side of the centerline described as follows (Note: the extents of said easement are extended/trimmed such that the easement originates at the grantor's south property line and terminates at the grantor's north property line):

Beginning at a point South 89°54'58" West 23.00 feet from the Northeast corner of Lot 52 of the Kingsgate II Subdivision, Recorded April 25, 1978 as Book 78-4 Page 122, said point also being North 0°04'23" East 1317.51 feet and North 90°00'00" East 935.31 feet, more or less, from the Southwest corner of said Section 8, and running thence North 0°10'04" East 14.39 feet; thence North 45°10'04" East 121.44 feet; thence North 33°55'04" East 169.65 feet; thence North 11°25'04" East 36.18 feet; thence North 9°55'04" East 19.53 feet; thence North 8°25'04" East 19.53 feet; thence North 6°55'04" East 339.53 feet; thence North 5°25'04" East 19.53 feet; thence North 3°55'04" East 19.53 feet; thence North 2°25'04" East 19.53 feet; thence North 0°55'04" East 19.53 feet; thence North 0°34'56" West 532.78 feet; thence North 45°12'43" West 68.01 feet; thence North 0°12'43" West 10.12 feet to the point of terminus, said point lies on the South boundary of the Southridge No.4 Subdivision, Recorded May 14, 1966 as Book Z Page 97, said point also lies North 23°03'08" East 2867.16 feet from the Southwest corner of said Section 8, more or less.

Contains 28186 square feet, or 0.647 acres.

Said Temporary Construction Easement will expire 180 days after the execution of this document.

For both the perpetual easement and the temporary easement:

Grantee shall conduct all construction and maintenance activities related to the Water Line within the Easement Area in a good and workmanlike manner in compliance with all laws, rules, and ordinances respecting the construction. Grantee and its agents and contractors, in performance of any work on the Pipeline, shall restore all property through which work traverses to as near its original condition as is reasonably possible.

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, this Water Line Easement is executed and effective as of the Effective Date.

GRANTOR:
SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
County Clerk or Designee

GRANTEE
TAYLORSVILLE-BENNION IMPROVEMENT
DISTRICT

By: _____
Its:

Acknowledgements on following page.

STATE OF UTAH)
COUNTY OF SALT LAKE) :SS

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

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

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

On the ____ day of _____, 2018, personally appeared before me, _____, who, being by me duly sworn, says that he/she is the _____ of TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, a Utah special improvement district, and that the within and foregoing instrument was signed on behalf of Taylorsville-Bennion Improvement District, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County

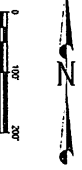
[SEAL]

Residing in Salt Lake County,
Utah

A PERPETUALLY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASIN AND HERBIDON, U.S. SURVEY, SAID EASEMENT BEING SIXTEEN FEET (16') FEET WIDE WITH A FEET ON EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS: (NOTE: THE EXTENTS OF SAID EASEMENT ARE EXTENDED/TRANSMITTED SUCH THAT THE EASEMENT ENCOMPASSES THE GRADUATOR'S SOUTH PROPERTY LINE AND TERMINATES AT THE GRADUATOR'S NORTH PROPERTY LINE).

[illegible]

A TEMPORARILY EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 12 WEST, SALT LAKE BASIN AND HERRING, U.S. SURVEY, SAID EASEMENT BEING TWENTY FEET (20') FEET WIDE WITH 10 FEET ON EACH SIDE OF THE CENTRINE LINE DESCRIBED AS FOLLOWS (NOTE: THE EXTENTS OF SAID EASEMENT ARE EXTENDED/ATTACHED SUCH THAT THE EASEMENT ORIGINATES AT THE GRANTOR'S SOUTH PROPERTY LINE AND TERMINATES AT THE GRANTEE'S NORTH PROPERTY LINE):

[illegible][illegible]

NAME	PERIST PE
LAST NAME	M CHANDLER PE
OFFICE	T. EITSEN
NAME	A MOORE
LAST NAME	AS SHOWN
DATE	JAN 2018

CALDWELL
RICHARDS
SORENSEN

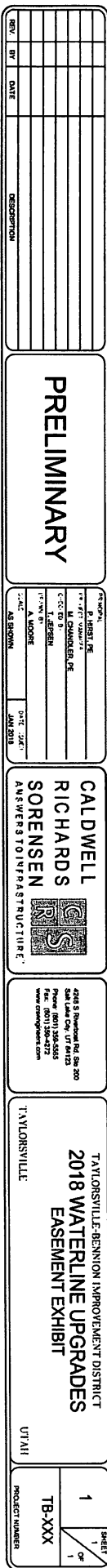
4248 S Riverbend Rd Ste 200
Salt Lake City UT 84123
Phone: (801) 359-5565
Fax: (801) 359-4272
www.craningshire.com

TAYLORSVILLE-BENSON IMPROVEMENT DISTRICT
2018 WATERLINE UPGRADES
EASEMENT EXHIBIT

EXHIBIT B
(Water Line Easement)

CONTAINS 22539 SQUARE FEET, OR 0.517 ACRES.

A PERPENDICULAR EASEMENT LIES IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASIN AND MERIDIAN, U.S. SURVEY, SAID EASEMENT BEING SIXTEEN FEET (16') FEET WIDE WITH 8 FEET ON EACH SIDE OF THE CENTRAL CORRIDOR DESCRIBED AS FOLLOWS (NOTE: THE EXISTING OF SAID EASEMENT ARE EXTENDED PROPERLY SUCH THAT THE EASEMENT ORIGINATES AT THE GRANTOR'S SOUTH PROPERTY LINE AND TERMINATES AT THE GRANTOR'S NORTH PROPERTY LINE).

[illegible][illegible]

AFTER RECORDING RETURN TO:
TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT
P.O. BOX 18579
TAYLORSVILLE, UTAH 84118-8579

WATER LINE EASEMENT
Salt Lake County

Tax ID No. 21083010034002

SALT LAKE COUNTY, GRANTOR, for ten dollars (\$10) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants and conveys unto TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, a body politic, at 1800 West 4700 South, Taylorsville, Utah 84129 an easement to construct, reconstruct, operate, repair, replace and maintain a water line and appurtenant structures, and other related facilities (the "Water Line") on, over, across and through the following described easement (the "Easement Area").

A perpetual easement located in the Southeast Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey. Said easement being sixteen feet (16') feet wide with 8 feet on each side of the centerline described as follows (Note: the extents of said easement are extended/trimmed such that the easement originates at the grantor's south property line and terminates at the grantor's north property line):

Beginning at a point South 89°54'58" West 5.00 feet from the Northeast corner of Lot 52 of the Kingsgate II Subdivision, Recorded April 25, 1978 as Book 78-4 Page 122, said point lies on the North boundary of said Kingsgate II Subdivision, said point also being North 0°04'23" East 1317.52 feet and North 90°00'00" East 953.31 feet, more or less, from the Southwest corner of said Section 8, and running thence North 0°10'04" East 6.94 feet; thence North 45°10'04" East 115.76 feet; thence North 33°55'04" East 175.00 feet; thence North 11°25'04" East 40.00 feet; thence North 9°55'04" East 20.00 feet; thence North 8°25'04" East 20.00 feet; thence North 6°55'04" East 340.00 feet; thence North 5°25'04" East 20.00 feet; thence North 3°55'04" East 20.00 feet; thence North 2°25'04" East 20.00 feet; thence North 0°55'04" East 20.00 feet; thence North 0°34'56" West 540.41 feet; thence North 45°12'43" West 67.94 feet; thence North 0°12'43" West 2.67 feet, more or less, to the point of terminus, said point lies on the South boundary of the Southridge No.4 Subdivision, Recorded May 14, 1966 as Book Z Page 97, said point also lies North 23°22'56" East 2874.28 feet from the Southwest corner of said Section 8, more or less.

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Additionally:

GRANTOR, for ten dollars (\$10) and other good and valuable consideration, receipt whereof is hereby acknowledged, also hereby grants and conveys unto TAYLORSVILLE- BENNION IMPROVEMENT DISTRICT, a body politic, at 1800 West 4700 South, Taylorsville, Utah 84129 a temporary easement to construct a water line and appurtenant structures, and other related facilities on, over, across and through the following described temporary easement (the "Construction Easement Area").

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Contains 28186 square feet, or 0.647 acres.

Said Temporary Construction Easement will expire 180 days after the execution of this document.

For both the perpetual easement and the temporary easement:

Grantee shall conduct all construction and maintenance activities related to the Water Line within the Easement Area in a good and workmanlike manner in compliance with all laws, rules, and ordinances respecting the construction. Grantee and its agents and contractors, in performance of any work on the Pipeline, shall restore all property through which work traverses to as near its original condition as is reasonably possible.

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.

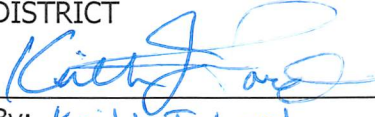
IN WITNESS WHEREOF, this Water Line Easement is executed and effective as of the Effective Date.

GRANTOR:
SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
County Clerk or Designee

GRANTEE
TAYLORSVILLE-BENNION IMPROVEMENT
DISTRICT


By: Keith J. Lord
Its: General Manager

Acknowledgements on following page.

APPROVED AS TO FORM
District Attorney's Office

By: 
Attorney

R. CHRISTOPHER PRESTON

Date: 5/24/2018

