

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

ADOPTED: \_\_\_\_\_, 2019

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING  
AND AUTHORIZING THE MAYOR TO GRANT TWO PERPETUAL  
EASEMENTS TO DRAPER IRRIGATION COMPANY

RECITALS

- A. Salt Lake County (the "County") owns a parcel of real property located at approximately 12421 South 800 East, Draper, Utah 84020 (the "Property").
- B. Draper Irrigation Company ("Draper Irrigation") would like to acquire a perpetual easement across the Property to construct, operate, repair, and replace a waterline.
- C. As consideration for this easement, Draper Irrigation will pay \$10 and will be responsible to maintain and repair the pipeline, 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 Draper Irrigation have prepared two Perpetual Easements attached hereto as Attachment 1, ( the "Easements"), wherein the County grants perpetual waterline easements 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 Draper Irrigation. The terms and conditions of the Easements 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 Mayor and County Clerk are hereby authorized to execute the Easements, attached hereto as Attachment 1 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 Draper Irrigation.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Richard Snelgrove, 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 Ghorbani voting  | _____ |
| Council Member Granato voting   | _____ |
| Council Member Jensen voting    | _____ |
| Council Member Newton voting    | _____ |
| Council Member Snelgrove voting | _____ |

APPROVED AS TO FORM:

Digitally signed by David A.  
Johnson  
Reason: Approved as to form.  
Date: 2019.11.08 09:23:18  
+07'00'

WHEN RECORDED, MAIL TO:  
Draper Irrigation Company  
12421 South 800 East  
Draper, Utah 84020

TIN# 34-08-102-009

## **EASEMENT**

Salt Lake County\_, Grantor of the County of Salt Lake, State of Utah, hereby GRANT AND CONVEY to the DRAPER IRRIGATION COMPANY, at 12421 South 800 East, Draper, Utah 84020, Grantee, for the Sum of \$10 Dollars, a perpetual easement, upon part of an entire tract of land, for the purpose of maintenance and access to a culinary waterline and related infrastructure, situate of The Boundaries of said easement are described as follows:

### **WATER LINE EASEMENT**

#### **Legal Description:**

Four perpetual easements being part of Lot J, South Mountain Subdivision, Phase 2B, platted as Entry No. 6223285 in Book 95-11P at Page 334 and described in that Quit Claim Deed recorded as Entry 6855265 in Book 7871 at Page 2601 in the Office of the Salt Lake County Recorder. Said Lot J is located in the Northeast Quarter of Section 07 and the Northwest Quarter of Section 08, Township 4 South, Range 1 East of the Salt Lake Base and Meridian. Said perpetual easement are 20.0 feet wide having 10.0 feet on each side of the following described centerlines:

Beginning at the intersection of an existing water line and the southeasterly line of said Lot J, which point is 51.736 feet S. 67°46'51" W. and Southwesterly 94.945 feet along the arc of a 5000.00-foot tangent curve to the left (central angle = 01°05'17") and 427.16 feet S. 66°27'39" W. from the easterly most corner of said Lot J; thence along said existing waterline the following six (6) courses: 1) N. 22°25'50" W. 191.84 feet; 2) N. 70°15'32" W. 27.02 feet; 3) S. 66°26'57" W. 108.27 feet to Point "A"; 4) S. 66°26'57" W. 148.18 feet to Point "B"; 5) S. 66°26'57" W. 94.05 feet; 6) N. 66°33'06" W. 14.67 feet to the southeasterly line of an existing building and the point of terminus.

The above-described perpetual easement contains 11,681 square feet, more or less.

Also:

Beginning at the above-described Point "A", thence along an existing waterline the following four (4) courses: 1) N. 23°46'45" W. 197.11 feet; 2) N. 69°54'05" W. 11.15 feet to Point "C"; 3) N. 69°54'05" W. 24.07 feet; 4) S. 66°06'03" W. 257.88 feet to an existing fire hydrant and a five-foot extension thereof, to the point of terminus.

The above-described perpetual easement contains 9,904 square feet, more or less.

Also

Beginning at the above-described Point "B", thence along an existing waterline N. 24°23'01" W. 12.89 feet to an existing fire hydrant and a five-foot extension thereof, to the point of terminus.

The above-described perpetual easement contains 358 square feet, more or less.

Also

Beginning at the above-described Point "C", thence along an existing waterline S. 18°45'27" W. 13.91 feet to an existing fire hydrant and a five-foot extension thereof, to the point of terminus.

The above-described perpetual easement contains 378 square feet, more or less.

The sidelines of the above described 20-wide strips shall be extended or shortened to meet at angle points and to terminate at said Lot lines and buildings.

The above-described perpetual easements contains 22,321 square feet in area or 0.512 acres, more or less.

**EXHIBIT "B":** By this reference, made a part hereof.

**BASIS OF BEARING:** The above-described perpetual easements are N. 89°25'19" W. along the section line between the Northeast Corner and the North Quarter Corner of Section 07, Township 4 South, Range 1 East, Salt Lake Base and Meridian.

Grantor hereby agrees that DRAPER IRRIGATION COMPANY, their officers, employees, agents representatives, contractors, and assigns shall have the right of ingress to and egress from the above described strip of property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, install and connect other transmission mains and laterals, remove and replace said facilities as may be required from time to time by Grantee.

Grantor shall have the right to use said premises except for the purpose for which these rights-of-way and easements are granted provided such use shall not interfere with said facilities or with the discharge or the conveyance of water and sewer through any pipelines installed by Grantee. Grantee shall have the right to clear and remove all trees and obstructions within the easements which may interfere with the use of the easements by Grantee. Grantee shall have the right to excavate and refill ditches and/or trenches for the installation of said pipelines and appurtenant parts thereof.

Grantor shall not build or construct or permit to be built or constructed any building, or permanent structure over or across said easement or lower or raise the contour thereof greater than one foot without the prior written consent of Grantee. This right-of-way and easement grant shall be binding upon and inure to the benefit of, the heirs, representatives, successors-in-interest and assigns of Grantors and the successors and assigns of Grantee and may be assigned in whole or in part by Grantee.

The property of Grantor shall be restored in as good of condition as when the same was entered upon by the Grantee or its agents, only to the cost of grass, standard concrete, and asphalt, at no cost to the Grantor. The Grantee agrees that the pipe will be structurally strong enough to facilitate construction future roads by Grantors over said easement.

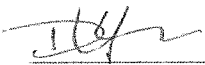
IN WITNESS WHEREOF, said \_\_\_\_\_  
has caused this instrument to be executed by its proper officers thereunto duly authorized, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**GRANTOR:**  
SALT LAKE COUNTY

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

By: \_\_\_\_\_  
Sherrie Swensen, Salt Lake County Clerk

**GRANTEE:**  
DRAPER IRRIGATION COMPANY

By:   
Its: General Manager

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

Digitally signed by  
David A. Johnson  
Reason: Approved  
as to form.  
Date: 2019.11.08  
08:23:49 -07'00'


IN WITNESS WHEREOF, said \_\_\_\_\_  
has caused this instrument to be executed by its proper officers thereunto duly authorized, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**GRANTOR:**  
SALT LAKE COUNTY

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

By: \_\_\_\_\_  
Sherrie Swensen, Salt Lake County Clerk

**GRANTEE:**  
DRAPER IRRIGATION COMPANY

By:   
Its: General Manager

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

STATE OF UTAH                     )  
  :SS.  
COUNTY OF SALT LAKE            )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, 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 \_\_\_\_\_, 2019, personally appeared before me Sherrie Swensen, who being duly sworn, did say that she is the Clerk of Salt Lake County and that the foregoing Easement was signed by her on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

[SEAL]

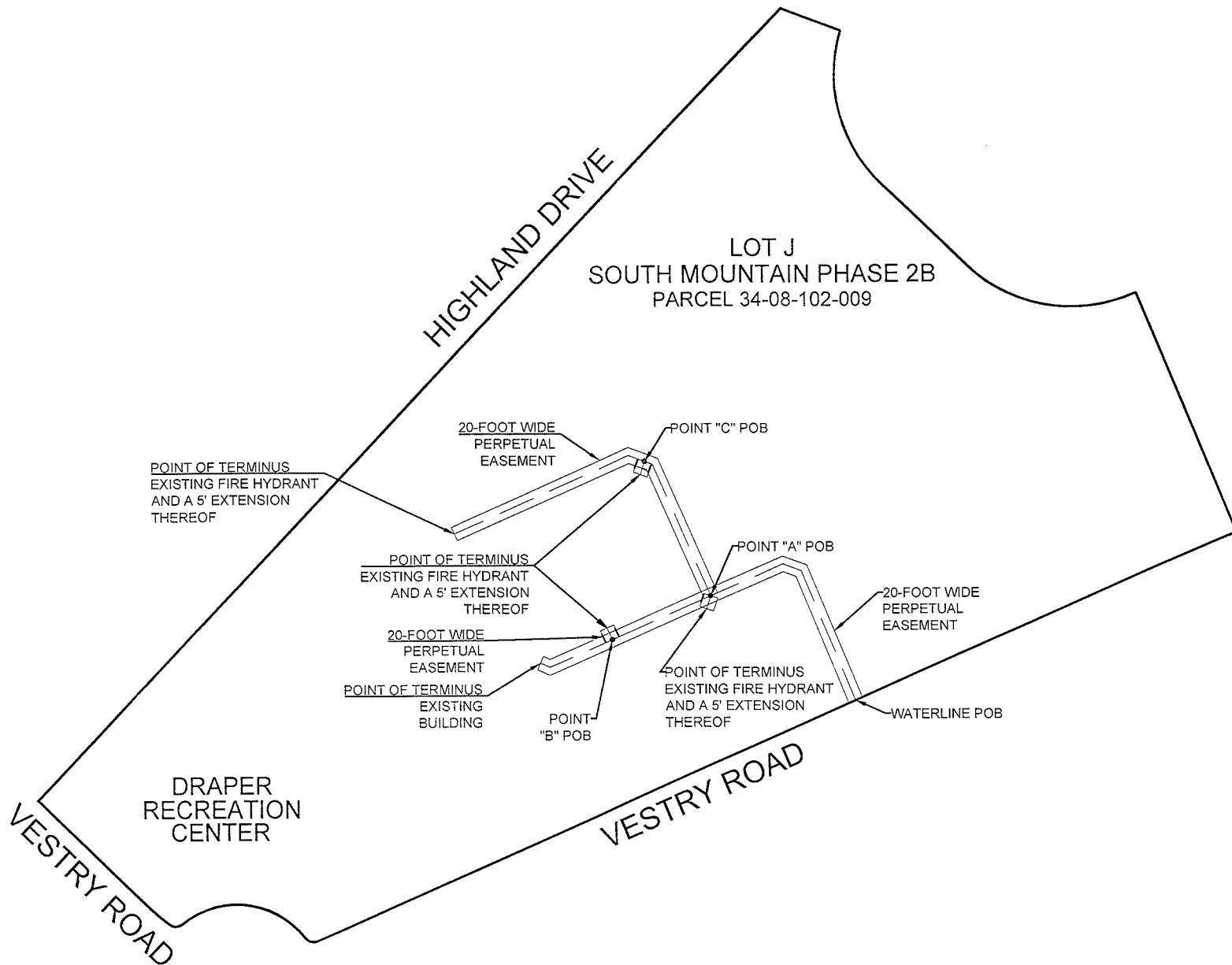
\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County

STATE OF UTAH                     )  
  ) ss.  
COUNTY SALT LAKE            )

On the 22 day of October, 2019, Darrin Jensen-Peterson personally appeared before me, Diana Percival a notary public, and he/she who being duly sworn did say that he/she is the signer of the within instrument on behalf of DRAPER IRRIGATION COMPANY and that the within and foregoing instrument was signed by authority of said corporation and acknowledged to me that said corporation executed the same.



Diana Hope Percival  
Notary Public



**DRAPER RECREATION CENTER  
WATERLINE EASEMENTS**

Prepared for  
Salt Lake County Parks & Recreation

Section 07, T.4 S. R. 1 E. SLB&M  
Work Order SU20170061

Prepared by the Office of  
**Reid J. Demman, PLS**  
Salt Lake County Surveyor  
2001 S State Street, Suite N1-400  
Salt Lake City, UT 84114  
(385) 468-8240



|                  |            |
|------------------|------------|
| PREPARED BY: KDS | 10/08/2019 |
| SURVEYED BY: SJC | 05/14/2019 |
| CHECKED BY: SVK  | 10/08/2019 |

**EXHIBIT "B"**



WHEN RECORDED, MAIL TO:  
Draper Irrigation Company  
12421 South 800 East  
Draper, Utah 84020

TIN# 34-08-102-009

## EASEMENT

Salt Lake County, Grantor of the County of Salt Lake, State of Utah, hereby GRANT AND CONVEY to the DRAPER IRRIGATION COMPANY, at 12421 South 800 East, Draper, Utah 84020, Grantee, for the Sum of \$10 Dollars, a perpetual easement, upon part of an entire tract of land, for the purpose of maintenance and access to a culinary waterline and related infrastructure, situate of The Boundaries of said easement are described as follows:

### WATER LINE EASEMENT

#### Legal Description:

Three perpetual easements being part of Lot J, South Mountain Subdivision, Phase 2B, platted as Entry No. 6223285 in Book 95-11P at Page 334 and described in that Quit Claim Deed recorded as Entry 6855265 in Book 7871 at Page 2601 in the Office of the Salt Lake County Recorder. Said Lot J is located in the Northeast Quarter of Section 07 and the Northwest Quarter of Section 08, Township 4 South, Range 1 East of the Salt Lake Base and Meridian. Said perpetual easements are 20.0 feet wide, having 10.0 feet on each side of the following described centerline:

**1:PE** - Beginning at the intersection of an existing water line with the southeasterly line of said Lot J, which point is 51.736 feet S. 67°46'51" W. and Southwesterly 94.945 feet along the arc of a 5000.00-foot tangent curve to the left (central angle = 01°05'17") and 1237.606 feet S. 66°27'39" W. and Southwesterly 3.99 feet along the arc of a 15.00-foot tangent curve to the right (central angle = 15°15'27") from the easterly most corner of said Lot J; thence along said existing water line the following seven (7) courses:

- 1) N. 21°46'47" W. 13.65 feet;
- 2) N. 65°26'05" E. 38.88 feet to the point of tangency with a 200.00-foot radius curve to the left;
- 3) Northeasterly 78.05 feet along the arc of said curve (chord bears N. 54°15'18" E. 77.56 feet); 4) N. 43°04'34" E. 119.91 feet;
- 5) S. 76°23'36" E. 30.28 feet to an existing water line tee designated as Point "A";
- 6) S. 76°23'36" E. 31.57 feet to the point of tangency with a 175.00-foot radius curve to the left;
- 7) Easterly 39.17 feet along the arc of said curve, having a central angle of 12°49'30" (chord bears S. 82°48'20" E. 39.09 feet) to a southwesterly projection of an existing top back of curb; thence Northeasterly along said southwesterly projection and existing top back of curb the following four (4) courses: 1) N. 66°47'09" E. 179.93 feet; 2) N. 66°36'22" E. 52.75 feet, to a point on an existing water line tee designated as Point "B"; 3) N. 66°36'22" E. 11.23 feet; 4) N. 66°40'24" E. 225.77 feet; thence S. 68°17'39" E. 13.41 feet to a point 10.0 feet, perpendicularly distant northwesterly, from a southeasterly line of said Lot J; thence N. 66°27'39" E. 401.19 feet along a line parallel to said southeasterly lot line; thence N. 20°47'30" W. 56.00 feet to an existing water meter being the point of terminus.

The above-described perpetual easement contains 25,765 square feet, more or less.

Also:

**L:2PE** - Beginning at an existing water line tee, designated as Point "A" in the above-described perpetual easement; thence N. 38°16'23" E. 337.66 feet along an existing water line to a fire hydrant being the point of terminus.

The above-described perpetual easement contains 7,283 square feet, more or less.

Also:

**L:3PE** - Beginning at an existing water line tee, designated as Point "B" in the above-described perpetual easement; thence N. 19°05'19" W. 18.58 feet along an existing water line, to an existing water valve being the point of terminus.

The above-described perpetual easement contains 372 square feet, more or less.

The sum of the three perpetual easements described above is 33,420 square feet in area or 0.767 acre, more or less.

The sidelines of the above-described 20 foot-wide perpetual easements shall be extended or shortened to meet at angle points and to terminate at said lot lines

**EXHIBIT "B":** By this reference, made a part hereof.

**BASIS OF BEARING:** N. 89°25'19" W. along the Section line between the Northeast Corner and the North Quarter Corner of said Section 07, Township 4 South, Range 1 East, Salt Lake Base and Meridian.

Grantor hereby agrees that DRAPER IRRIGATION COMPANY, their officers, employees, agents representatives, contractors, and assigns shall have the right of ingress to and egress from the above described strip of property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, install and connect other transmission mains and laterals, remove and replace said facilities as may be required from time to time by Grantee.

Grantor shall have the right to use said premises except for the purpose for which these rights-of-way and easements are granted provided such use shall not interfere with said facilities or with the discharge or the conveyance of water and sewer through any pipelines installed by Grantee. Grantee shall have the right to clear and remove all trees and obstructions within the easements which may interfere with the use of the easements by Grantee. Grantee shall have the right to excavate and refill ditches and/or trenches for the installation of said pipelines and appurtenant parts thereof.

Grantor shall not build or construct or permit to be built or constructed any building, or permanent structure over or across said easement or lower or raise the contour thereof greater than one foot without the prior written consent of Grantee. This right-of-way and easement grant shall be binding upon and inure to the benefit of, the heirs, representatives, successors-in-interest and assigns of Grantors and the successors and assigns of Grantee and may be assigned in whole or in part by Grantee.

The property of Grantor shall be restored in as good of condition as when the same was entered upon by the Grantee or its agents, only to the cost of grass, standard concrete, and asphalt, at no cost to the Grantor. The Grantee agrees that the pipe will be structurally strong enough to facilitate construction future roads by Grantors over said easement.

IN WITNESS WHEREOF, said \_\_\_\_\_  
has caused this instrument to be executed by its proper officers thereunto duly authorized, this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR:**  
SALT LAKE COUNTY

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

By: \_\_\_\_\_  
Sherrie Swensen, Salt Lake County Clerk

**GRANTEE:**  
DRAPER IRRIGATION COMPANY

By:   
Its: GERONIMO MANABIZ

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]



Digitally signed by  
David A. Johnson  
Reason: Approved as  
to form.  
Date: 2019.11.08  
08:24:20 -07'00'


\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**GRANTOR:**  
SALT LAKE COUNTY

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

By: \_\_\_\_\_  
Sherrie Swensen, Salt Lake County Clerk

**GRANTEE:**  
DRAPER IRRIGATION COMPANY

By:   
Its: GENERAL MANAGER

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

STATE OF UTAH                    )  
  :SS.  
COUNTY OF SALT LAKE        )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, 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 \_\_\_\_\_, 2019, personally appeared before me Sherrie Swensen, who being duly sworn, did say that she is the Clerk of Salt Lake County and that the foregoing Easement was signed by her on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

[SEAL]

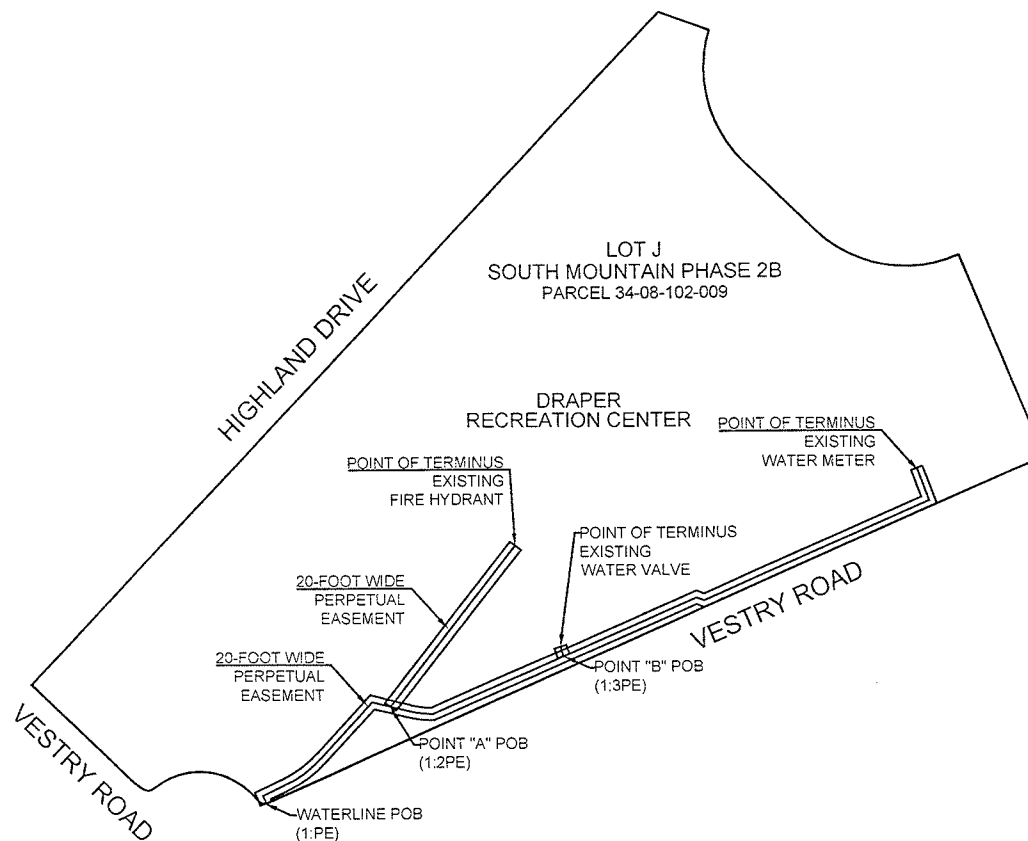
\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County

STATE OF UTAH                    )  
  ) ss.  
COUNTY SALT LAKE        )

On the 22 day of October, 2019, Darrin Jensen - Peterson personally appeared before me, Diana Percival a notary public, and he/she who being duly sworn did say that he/she is the signer of the within instrument on behalf of DRAPER IRRIGATION COMPANY and that the within and foregoing instrument was signed by authority of said corporation and acknowledged to me that said corporation executed the same.



Diana Hope Percival  
Notary Public

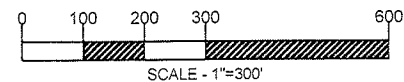


**DRAPER RECREATION CENTER**

Prepared for  
Salt Lake Co. Parks & Recreation

Section 07, T.4 S. R. 1 E. SLB&M  
Work Order SU20170061

Prepared by the Office of  
**Reid J. Demman, PLS**  
Salt Lake County Surveyor  
2001 S State Street, Suite N1-400  
Salt Lake City, UT 84114  
(385) 468-8240



|                  |            |
|------------------|------------|
| PREPARED BY: KDS | 10/04/2019 |
| SURVEYED BY: SJC | 05/14/2019 |
| CHECKED BY: SVK  | 10/04/2019 |

**EXHIBIT "B"**