

Exhibit A
Easement Purchase Agreement

EASEMENT PURCHASE AGREEMENT

This EASEMENT PURCHASE AGREEMENT ("Agreement") is made and executed this ___ day of _____, 2019, 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 SOUTH VALLEY SEWER DISTRICT, a body politic of the State of Utah, hereinafter referred to as GRANTEE.

RECITALS

- A. GRANTOR owns a parcel of real property located at approximately 14178 South Loumis Parkway (Parcel No. 33-03-452-007) in Bluffdale City, Utah (the "Property").
- B. GRANTEE desires to obtain a perpetual non-exclusive easement across a portion of the Property (the "Easement Area") to allow Grantec to construct, maintain, operate, and repair thereon an underground sewer pipeline and related sewer transmission and distribution structures and facilities.
- C. GRANTOR is willing to grant and convey to GRANTEE a perpetual non-exclusive 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. A perpetual non-exclusive easement to GRANTEE over a portion of the Property as provided in the Easement, attached hereto as Exhibit 1 and incorporated herein by this reference.
- 2. IN CONSIDERATION of the sale and conveyance of the Easement Grant, GRANTEE shall pay the GRANTOR the amount of \$500.00. The full amount of \$500.00 shall payable as follows: full purchase price at closing.
- 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 Division 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 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 _____, 2019.

RECOMMENDED FOR APPROVAL:

By 
Acquisition Officer

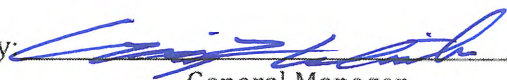
GRANTOR:

Salt Lake County

By: _____
Mayor or Designee

GRANTEE:

SOUTH VALLEY SEWER DISTRICT

By: 
General Manager

APPROVED AS TO FORM
District Attorney's Office

By: 
Attorney

R. CHRISTOPHER PRESTON

Date: 11/18/2019

EXHIBIT "A"
Easement Grant

When Recorded Return to:
Mr. Craig L. White
South Valley Sewer District
P.O. Box 629
Riverton, UT 84065

PARCEL I.D.# 33-03-452-007
GRANTOR: Salt Lake County
(Bluffdale City Park)
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EASEMENT

A non-exclusive twenty (20) foot wide sanitary sewer easement located in the Southeast Quarter of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey as provided below.

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTOR hereby grants, conveys, sells, and sets over unto South Valley Sewer District, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual non-exclusive right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called the FACILITIES, said right-of-way and easement, being situate in Salt Lake County, State of Utah, over and through a parcel of the GRANTOR'S land lying within a strip twenty (20) feet wide, more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Contains: 0.02 acres

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment and vehicles as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, GRANTEE and its contractors may use such portion of GRANTOR'S property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTOR shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of sewage through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTEE acknowledges that GRANTOR has granted the City of Bluffdale a perpetual trail easement over the surface of the area that may be affected by this sewer easement. Other than this recreational

trail, GRANTOR shall not build or construct, or permit to be built or constructed, any building or other improvement that impairs the maintenance or operation of the facilities over or across this right-of-way and easement nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

The Facilities located on, under and across this easement will be installed, maintained, and operated by GRANTEE in accordance with all applicable codes, laws, rules, or regulations.

IN WITNESS WHEREOF, the GRANTOR has executed this right-of-way and Easement this _____ day of _____, 20____.



GRANTOR: Salt Lake County

By: _____
Mayor or Designee

By: _____
Sherrie Swenson, Salt Lake County Clerk

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

On the _____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____, of the **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
My Commission Expires: _____

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

On the _____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____, of the **Salt Lake County**, Office of Mayor, 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
My Commission Expires: _____

GRANTEE:
SOUTH VALLEY SEWER DISTRICT

By: , General Manager

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

On this 5th day of November, 2019 personally appeared before me Craig White, who, being duly sworn, did say that he is the General Manager of SOUTH VALLEY SEWER DISTRICT and that the foregoing instrument was signed on behalf of said DISTRICT, by authority of law.


Notary Public

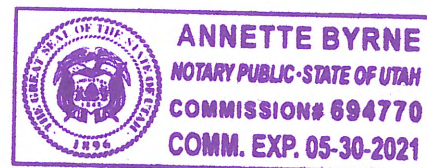


EXHIBIT "A"

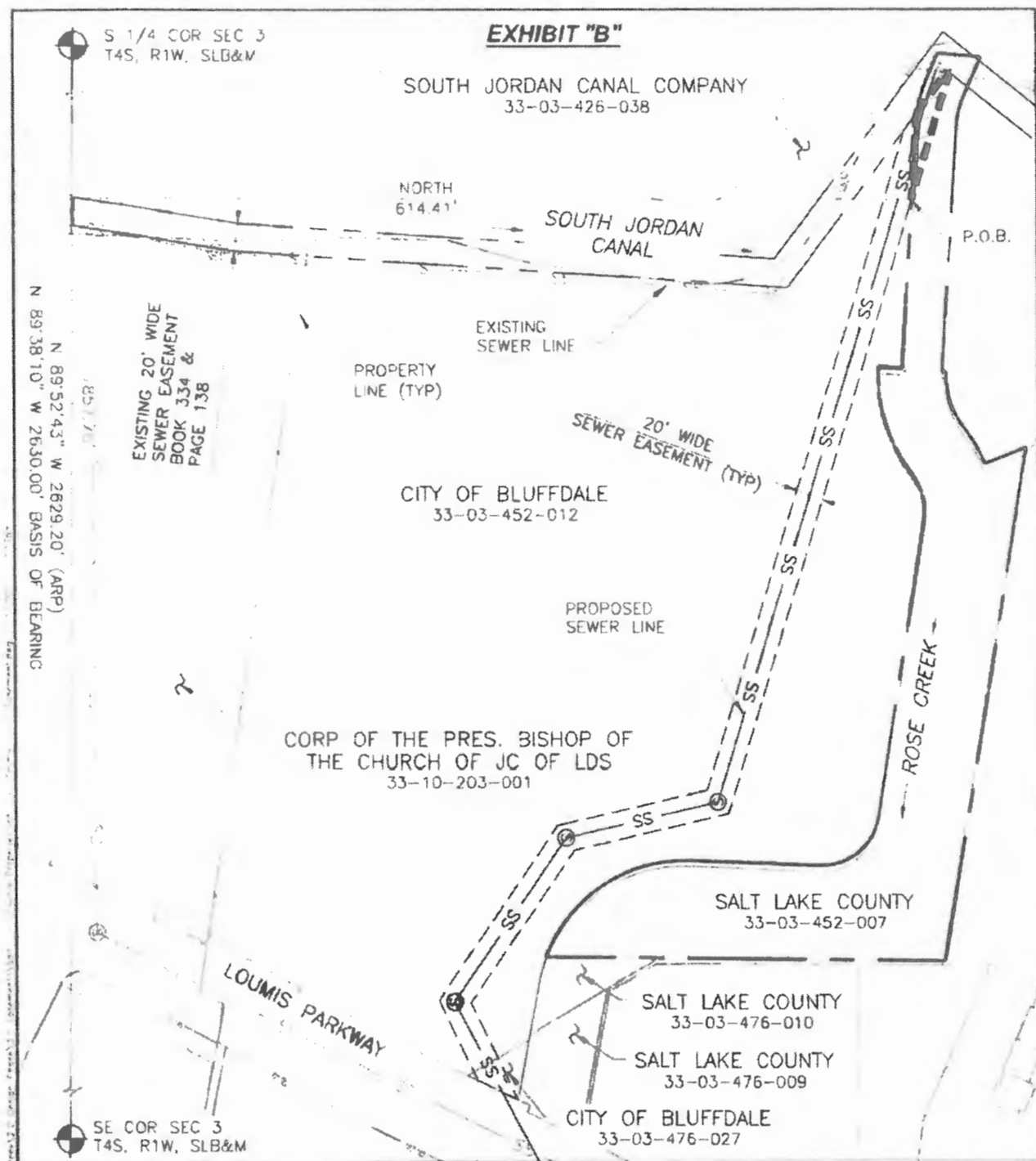
A sewer easement being part of an entire tract situated in the Southeast Quarter of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian. Said entire tract is described in that Warranty Deed recorded as Entry # 7300973, in Book 8261, on Page 7545, Salt Lake County Recorder's Office. The boundary of said sewer easement is described as follows:

Beginning at a point on the southerly boundary line of said entire tract, which point is 1,857.76 feet N. 89°38'10" W. along the section line and 614.41 feet North from the Southeast Corner of said Section 3; thence Westerly along the southerly boundary line of said entire tract, the following two (2) courses: 1) N. 86°12'19" W. 53.59 feet to a point of tangency with a 95.00 foot radius curve to the right; 2) Northwesterly 8.56 feet along the arc of said curve, (chord bears N. 83°37'25" W. 8.56 feet), having a central angle of 05°09'46"; thence N. 52°15'53" W. 37.35 feet; thence N. 38°14'07" E. 1.51 feet; thence S. 72°30'45" E. 94.97 feet to the **point of beginning**.

The above described sewer easement contains 720 square feet in area, or 0.017 acre, more or less.

Basis of Bearing is N. 89°38'10" W. along the south section line between the Southeast corner and the South Quarter corner of said Section 03, Township 4 South, Range 1 West, Salt Lake Base and Meridian.

Exhibit "B": By this reference, made a part hereof



GRANTOR: SALT LAKE COUNTY
PARCEL I.D.#: 33-03-452-007
CONTAINS: 0.02 ACRES

**SOUTH VALLEY SEWER DISTRICT
SEWER EASEMENT**
LOCATED IN
SEC. 3, T. 4 S., R. 1 W.
SALT LAKE BASE & MERIDIAN, U.S. SURVEY

**Bowen Collins
& Associates, Inc.**
CONSULTING ENGINEERS



SCALE: 1" = 100'

JW	BP	BP
DATE 3-10-17	PROJECT NO. 000-1E-11	PAGE 2 OF 2