

WHEN RECORDED, RETURN TO:

Tammy Gonzales, Clerk  
Mt Olympus Improvement District  
3932 South 500 East  
Salt Lake City, Utah 84107-1895

Parcel ID Numbers: 22-05-276-002, 22-05-276-001, 22-05-208-013

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*(Space above for Recorder's use)*

**SEWER LINE EASEMENT AGREEMENT**

This Sewer Line Easement Agreement (this “**Agreement**”) is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“**Grantor**”), and MT OLYMPUS IMPROVEMENT DISTRICT, a local district and political subdivision of the State of Utah (“**Grantee**”). Grantor and Grantee are also each separately referred to hereafter as a “**Party**” and collectively as the “**Parties**.”

**Background**

- A. Grantor is the owner of multiple parcels of real property located in Salt Lake County, Utah, more particularly described on Exhibit A (the “**Grantor Property**”).
- B. Grantee is the owner and operator of a major sewer trunk line and other appurtenances over, under, and through the Grantor Property (the “**Sewer Line**”).
- C. Grantor previously granted an easement to Grantee for the construction, placement, operation, maintenance, and repair of the Sewer Line (the “**Prior Easement**”).
- D. The Prior Easement was previously terminated by Grantor and Grantee and Grantor agreed to grant another easement to Grantee; however, this easement cannot be located. The Sewer Line and appurtenances remain in, on, over, and under the Grantor Property. The Sewer Line has been in continuous operation since the time of its construction in about 1984-1985 and at all times thereafter.
- E. Grantor and Grantee are desirous of entering into this Agreement for the purposes of (i) Grantor granting a replacement easement to Grantee and (ii) setting forth the rights and obligations of Grantor and Grantee with respect to the Easement (defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee agree as follows:

## Terms

1. Grant of Sewer Line Easement. Grantor hereby conveys and warrants unto Grantee a perpetual, exclusive easement and right-of-way (the “**Easement**”) on, over, under, and across a 20 foot wide portion of the Grantor Property, the surveyed centerline of which is described on Exhibit B and which is depicted on Exhibit C, for the purposes of operating, constructing, maintaining, monitoring, repairing, and replacing the Sewer Line and other underground pipelines and all other related equipment and appurtenances including, without limitation, electrical lines and communication facilities and manholes and other means of access on the surface of the Easement Area (collectively, the “**Facilities**”). The Easement granted hereby is on, over, under, and across that portion of the Grantor Property which is 10 feet on each side of the centerline described on Exhibit B (the “**Easement Area**”).

2. Access. Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, “**Grantee’s Agents**”) will have the right to enter upon the Easement Area from the Grantor Property for the purposes permitted by this Agreement. Grantee and Grantee’s Agents will enter upon the Easement Area from the Grantor Property at their sole risk and hazard, and Grantee and its successors and assigns release Grantor from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee’s Agents.

3. Reservation by Grantor. Grantor reserves the right to use the Easement Area for purposes of operating a public park and recreation area. In connection therewith, Grantor may install and maintain landscaping and other nonstructural surface improvements on the Easement Area, which are consistent with the ownership and operation of a public park and recreation area by Grantor and the rights of Grantee as set forth in Section 1, above (the “**Permitted Improvements**”). Except for the Permitted Improvements, Grantor agrees not to install, construct, or erect or allow the installation, construction, or erection of any other improvements, buildings, or structures on the Easement Area. Notwithstanding the foregoing, Grantee acknowledges that Grantor installed a cement footing for a softball field light pole within the Easement Area, which will not be used for the installation of a softball field light pole. The footing has been cut down below the level of the surface; the portion underground will remain buried in place.

4. Maintenance and Restoration. Grantee, at its sole cost and expense, will promptly repair any damage to the Permitted Improvements and the Grantor Property caused by Grantee or Grantee’s Agents, and will restore the Permitted Improvements and the Grantor Property to substantially the same condition as existing prior to any entry on the Grantor Property by Grantee and Grantee’s Agents. If Grantor reasonably believes that Grantee has not performed the restoration as specified above, Grantor will give Grantee written Notice describing the deficiencies and Grantee shall address and correct any such deficiencies within thirty (30) days of receiving the written Notice from Grantor describing the deficiencies.

5. Insurance. Prior to entering onto the Easement Area for the purposes set forth above, Grantee or Grantee’s Agents shall obtain and maintain a policy or policies of commercial general liability insurance sufficient to insure Grantee’s interests against claims for personal injury,

bodily injury, death, and property damage occurring on, in or about the Easement Area. Grantor shall be named as an additional insured on each such policy. Grantee shall have the right to satisfy its insurance obligation under this Agreement by means of self-insurance.

6. Indemnification. Each Party (the “**Indemnifying Party**”) shall indemnify, defend and hold harmless the other Party (the “**Indemnified Party**”) from and against all third party claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action, assessments, fines and penalties of any kind including court costs and attorneys’ fees actually incurred from any cause other than the Indemnified Party’s gross negligence or willful misconduct, arising out of or relating to (i) in the case of Grantor as the indemnifying Party, Grantor’s usage and operations on or adjacent to the Easement Area and (ii) in the case of the Grantee as the indemnifying Party, Grantee’s usage and operations on or adjacent to the Grantor Property. This indemnification extends to and includes claims for: (i) the acts and omissions of the Indemnifying Party or the Indemnifying Party’s agents arising out of or relating directly or indirectly to this Agreement; or (ii) the use of the Grantor Property and the Easement Area or the exercise of its/their rights under this Agreement by the Indemnifying Party or the Indemnifying Party’s agents, or its/their successors or assigns, and its/their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

7. Notices. All communications, consents, and other notices provided for in this Agreement (collectively, “**Notice**”) will be in writing and will be effective on the date sent by receipted hand delivery, confirmed facsimile or e-mail, nationally-recognized, overnight courier, or registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Grantor: SALT LAKE COUNTY, UTAH  
Attn: Parks & Recreation Director  
2001 S. State St., S4-700  
P.O. Box 144575  
Salt Lake City, Utah 84114-4575

With a copy to: SALT LAKE COUNTY, UTAH  
Attn: Park Operations Associate Director  
6332 South Airport Road  
West Jordan, Utah 84084

And

Salt Lake County Real Estate Manager  
2001 South State Street, S3-110  
Salt Lake City, Utah 84119

If to Grantee: Mt Olympus Improvement District  
Attn: General Manager  
3932 South, 500 East  
Salt Lake City, Utah 84107-1895

With a copy to: Kirton McConkie  
Attn: Wallace O. Felsted  
50 E. South Temple #400  
Salt Lake City, UT 84111

8. Miscellaneous.

(a) The provisions of this Agreement will be binding upon and inure to the benefit of the Parties, as well as the successors and assigns of such persons and shall run with the land.

(b) If any term, covenant or condition of this Agreement or the application of it to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, will not be affected thereby, and each term, covenant or condition of this Agreement will be valid and will be enforced to the extent permitted by law.

(c) The captions and headings in this Agreement are for reference only and will not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

(d) Nothing contained herein will be construed to make the Parties hereto partners or joint venturers or render any of such Parties liable for the debts or obligations of the other Party hereto.

(e) This Agreement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the Parties or their successors and assigns (as determined by the provisions herein).

(f) The Parties are both governmental entities of the State of Utah. Each Party agrees that this Agreement is contractual in nature and that it pertains to the proprietary functions of each Party. Each party agrees to waive all of the applicable provisions of the Governmental Immunity Act of Utah, Utah Code Title 63G, Chapter 7, as the same may be modified, amended, or repealed in the future, which pertain to this Agreement.

(g) In the event any legal action or proceeding for the enforcement of any right or obligation herein is commenced, the prevailing Party will be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

(h) This Agreement is to be governed by and construed in accordance with Utah law. Time is of the essence. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein will not be deemed a waiver of any rights or remedies and will not be deemed a waiver of any subsequent breach or default.

*(signatures and acknowledgements to follow)*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

GRANTOR: SALT LAKE COUNTY,  
a body corporate and politic of the State of Utah

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Mayor or Designee

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Salt Lake County Clerk

SEWER LINE EASEMENT AGREEMENT  
APPROVED:

SALT LAKE COUNTY RECREATION  
DEPARTMENT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM**

Salt Lake County  
District Attorney's Office



STATE OF UTAH                    )  
  : ss.

COUNTY OF SALT LAKE    )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2020, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that he/she 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 SIGNATURE AND SEAL

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me Sherrie Swensen, who being by me duly sworn did say and acknowledge that she is the County Clerk of Salt Lake County, and that the within and foregoing document was signed by her on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

\_\_\_\_\_  
NOTARY SIGNATURE AND SEAL

*[Grantee's Signature and Acknowledgement Follow]*

GRANTEE: MT OLYMPUS IMPROVEMENT DISTRICT,  
a local district and political subdivision of the  
State of Utah

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Its (Title): \_\_\_\_\_

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

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020, by \_\_\_\_\_, the  
\_\_\_\_\_ of MT OLYMPUS IMPROVEMENT DISTRICT, a local  
district and political subdivision of the State of Utah.

\_\_\_\_\_  
NOTARY SIGNATURE AND SEAL

## **EXHIBIT A**

(Legal Description of the Grantor Property)

### **22-05-276-002**

A parcel of land described in that Warranty Deed recorded June 1, 1961 as Entry No. 1780485 in Book 1809, at Page 188 in the Office of the Salt Lake County Recorder; said parcel of land said is located in Lots 1 and 16, Block 3, 10 Acre Plat "A", Big Field Survey in the Northeast Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian and described as follows:

Beginning at a point 400.0 feet North of the Southeast corner of Lot 1, Block 3, Ten Acre Plat "A", Big Field Survey; and running thence West 484.4 feet; thence North 1322.6 feet more or less to the North line of Lot 15 of said Block 3, thence East 359.4 feet, more or less to a point 125.0 feet West of the West line of 1300 East Street; thence South 80.0 feet; thence East 125.0 feet to the West line of 1300 East Street; thence South along the West line of said street 1242.6 feet, more or less to the point of beginning. 14.45 acres.

Subject to all existing easements and rights of way.

### **22-05-276-001**

A parcel of land described in that Warranty Deed recorded May 20, 1963 as Entry No. 1920522 in Book 2053, at Page 136 in the Office of the Salt Lake County Recorder; said easement is located in Lots 3, 4 and 16, Block 3, 10 Acre Plat "A", Big Field Survey in the Northeast Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian and described as follows:

BEGINNING at a point 400.0 feet North and 484.4 feet West of the Southeast corner of Lot 1, Block 3; Ten-Acre Plat "A", Big Field Survey; and running thence West 598.0 feet to a point 323.40 feet West of the West line of said Lot 1, Block 3; thence North 1322.6 feet more or less to the North line of Lot 15 of said Block 3; thence East 598.0 feet; thence South 1322.6 feet more or less to the point of beginning. 18.156 acres

SUBJECT to all existing easements and rights-of-way, together with Grantors' right to run waste water and flow from springs on property described above



**22-05-208-013**

A parcel of land described in that Warranty Deed recorded May 20, 1963 as Entry No. 1920523 in Book 2053, at Page 137 in the Office of the Salt Lake County Recorder; said easement is located in Lot 5, Block 3, 10 Acre Plat "A", Big Field Survey in the Northeast Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian and described as follows:

All of Lot 5, Block 3, Ten Acre Plat "A", Big Field Survey, and

Also, Beginning at a point 400 feet West of the Southeast corner of Lot 14, Block 3, Ten Acre Plat "A", Big Field Survey, said point being on the South line of said Lot 14, and running thence North to the South line of the Big Ditch; thence Northwesterly along the South line of the Big Ditch to the North line of said Lot 14; thence West 16.5 rods, more or less, to the Northwest corner of said Lot 14, thence South 574.2 feet, more or less to the Southwest corner of said Lot 14; thence East 359 feet, more or less to the place of beginning.

## **EXHIBIT B**

### Legal Descriptions of the Surveyed Centerline of the Easement

1. Legal description of the Easement in the approximate vicinity of 1100-1300 East and 4200-4400 South, Salt Lake County, Utah described as follows:

#### **3855:001:PE (22-05-276-002)**

A perpetual sewer easement being a strip of land 20.00 feet in width lying entirely within a tract of land described in that Warranty Deed recorded June 1, 1961 as Entry No. 1780485 in Book 1809, at Page 188 in the Office of the Salt Lake County Recorder; said easement is located in Lots 1 and 16, Block 3, 10 Acre Plat "A", Big Field Survey in the Northeast Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian. Said 20.00 – foot strip of land lies 10.00 feet on each side of the following described centerline:

**Beginning** at the intersection of an existing sewer main with the easterly boundary line of said entire tract at a point in the westerly right-of-way line of 1300 East Street, which is 440.48 feet N. 00°19'48" E. along the monument line of said 1300 East Street and 33.00 feet West from the Street Monument at the intersection of said 1300 East Street with 4500 South Street, said point is also 407.29 feet N. 00°19'48" E. from the southeasterly corner of said Lot 1; thence along said existing sewer main N. 58°45'24" W. 564.60 feet to the westerly boundary line of said entire tract and the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on said easterly boundary line of the entire tract and/or the northerly boundary line of Country Corners Condominiums Phase 6 recorded March 20, 1992 as Entry No. 5219704 in Book 92-3 of Plats, at Page 50 in the Office of the Salt Lake County Recorder; and terminate on the westerly boundary line of said entire tract.

The above described perpetual sewer easement contains 11,276 square feet in area or 0.259 acres, more or less.

**3855:002:PE (22-05-276-001)**

A perpetual sewer easement being a strip of land 20.00 feet in width lying entirely within a tract of land described in that Warranty Deed recorded May 20, 1963 as Entry No. 1920522 in Book 2053, at Page 136 in the Office of the Salt Lake County Recorder; said easement is located in Lots 3, 4 and 16, Block 3, 10 Acre Plat "A", Big Field Survey in the Northeast Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian. Said 20.00 – foot strip of land lies 10.00 feet on each side of the following described centerline:

**Beginning** at the intersection of an existing sewer main with the easterly boundary line of said entire tract, which is 733.33 feet N.  $00^{\circ}19'48''$  E. along the monument line of 1300 East Street and 517.41 feet West from the Street Monument at the intersection of said 1300 East Street with 4500 South Street, said point is also 700.14 feet N.  $00^{\circ}19'48''$  E. and 484.41 feet West from the southeasterly corner of Lot 1 of said Block 3, 10 Acre Plat "A"; thence along said existing sewer main the following two (2) courses: 1) N.  $58^{\circ}45'24''$  W. 319.42 feet; (3) N.  $14^{\circ}23'18''$  W. 887.21 feet to the northerly boundary line of said entire tract, being the northerly line of said Lot 4 and the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on said easterly boundary line of the entire tract and terminate on the northerly boundary line of said entire tract also being the northerly line of Lot 4.

The above described perpetual sewer easement contains 24,133 square feet in area or 0.554 acres, more or less.

**3855:003:PE (22-05-208-013)**

A perpetual sewer easement being a strip of land 20.00 feet in width lying entirely within a tract of land described in that Warranty Deed recorded May 20, 1963 as Entry No. 1920523 in Book 2053, at Page 137 in the Office of the Salt Lake County Recorder; said easement is located in Lot 5, Block 3, 10 Acre Plat "A", Big Field Survey in the Northeast Quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian. Said 20.00 – foot strip of land lies 10.00 feet on each side of the following described centerline:

**Beginning** at the intersection of an existing sewer main with the southerly boundary line of said entire tract and Lot 5, which is 1758.41 feet N.  $00^{\circ}19'48''$  E. along the monument line of 1300 East Street and 1016.87 feet West from the Street Monument at the intersection of said 1300 East Street with 4500 South Street, said point is also 535.12 feet S.  $89^{\circ}47'13''$  E. from the southwesterly corner of Lot 5 of said Block 3, 10 Acre Plat "A"; thence along said existing sewer main the following three (3) courses: 1) N.  $14^{\circ}23'18''$  W. 61.47 feet; 2) N.  $58^{\circ}50'56''$  W. 489.25 feet; 3) S.  $87^{\circ}49'04''$  W. 99.46 feet to the westerly boundary line of said entire tract and the easterly right-of-way line of 1100 East Street and the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on said southerly boundary line of the entire tract and terminate on the westerly boundary line of said entire tract, being the easterly right-of-way line of 1100 East Street.

The above described perpetual sewer easement contains 13,004 square feet in area or 0.299 acres, more or less.

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

**BASIS OF BEARING:** The Basis of Bearing is N.  $00^{\circ}19'48''$  E. along the monument line of 1300 East Street between the Street Monument at the intersection of 1300 East Street and 4500 South Street and the Street Monument at the intersection of 1300 East and 3900 South Street.

## EXHIBIT C

### Depiction of the Easement Area

