

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT LETTER WITH SALT LAKE CITY AND AN ASSOCIATED DOCUMENT GRANTING TEMPORARY CONSTRUCTION AND PERMANENT ACCESS EASEMENTS OVER PROPERTY LOCATED AT APPROXIMATELY 2100 SOUTH 200 EAST IN SALT LAKE CITY

RECITALS

A. Salt Lake County (“the County”) owns a certain parcel of real property with an address of 2001 South State Street, Salt Lake City, Utah, also identified as Parcel No. 16-18-355-002-2000 (the “Property”).

B. Salt Lake City (the “City”) has an existing easement affecting the southeast corner of the Property (the “Signal Easement”) for the installation and maintenance of a traffic signal light at northwest corner of 2100 South and 200 East (the “Signal Location”).

C. The City would like to acquire a temporary construction easement and an expanded permanent access easement adjacent to the Signal Easement (the “New Signal Easement”) to reconstruct and install improvements related to the traffic signal and equipment at the Signal Location.

D. The New Signal Easement is approximately 120 square feet in size, and the City has offered to compensate the County \$933.00, which amount has been reviewed and approved by the Salt Lake County Real Estate Division as full and adequate consideration.

E. The City has submitted a Purchase Agreement Letter to the County for the acquisition of the New Signal Easement together with a Temporary Construction and Permanent Access Easements document.

F. It has been determined that the best interests of the County and the general public will be served by signing the Purchas Agreement Letter and the Temporary Construction and

Permanent Access Easements attached to this Resolution. These actions will be in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the grant and conveyance of the New Signal Easement is hereby approved, and the Mayor is authorized and directed to execute the Purchase Agreement Letter, attached hereto as Exhibit A, and any other related document necessary to complete this transaction.

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 Letter to execute the Temporary Construction and Permanent Access Easements attached hereto as Exhibit B and to deliver the fully executed documents to the Salt Lake County Real Estate Division for delivery to the City upon payment of the agreed upon purchase amount.

APPROVED and ADOPTED this _____ day of _____, 2021.

SALT LAKE COUNTY COUNCIL

By: _____
Steve DeBry, 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: 2021.07.22 10:18:23 -06'00'

R. Christopher Preston
Deputy District Attorney

EXHIBIT A

(Purchase Agreement Letter)

07/20/2021

Salt Lake County
Facilities Management
2001 South State Street S3-110
Salt Lake City, UT 84114

Re: Easement Agreement between Salt Lake City Corporation and Salt Lake County

Dear Facilities Management:

The purpose of this letter ("**Letter Agreement**") is to memorialize the intent of Salt Lake County, a Utah municipal corporation, ("**Grantor**") to convey to Salt Lake City Corporation, a Utah municipal corporation, ("**Grantee**" or "**City**") those certain portions of property located at approximately 2001 South State Street, Salt Lake City, Utah 84115, as described on Exhibit A attached hereto and incorporated herein ("**Easement**").

Grantor and Grantee intend this Letter Agreement to set forth the terms and conditions for purchase of the Easement for the purposes of construction of the Street Signal Pole as follows:

Consideration. The consideration for the Easement shall be Nine Hundred Thirty Dollars and 00/100 (\$930.00) ("**Easement Monies**"), which Grantee shall pay to Grantor.

Conveyance. Within one (1) business day after receipt of the Easement Monies, Grantor shall deliver original signed Easements to the Salt Lake City Corporation's Real Property Manager to record in the official records of the Salt Lake County Recorder.

Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. Grantor represents that it has not: (1) provided an illegal gift or payoff to a Salt Lake City Corporation ("**City**") officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the city's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the city's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

Please acknowledge your agreement to this Letter Agreement by signing in the space provided.

Sincerely,


Erin Mendenhall (Jul 19, 2021 13:36 MDT)

Mayor Erin Mendenhall
Salt Lake City Corporation

ATTEST:
Salt Lake City Recorder's Office


DeeDee Robinson (Jul 20, 2021 10:48 MDT)
CITY RECORDER
Minutes & Records Clerk

RECORDED
CITY RECORDER

07/20/2021

APPROVED TO FORM:
Salt Lake City Attorney's Office


Kimberly Chylus (Jul 13, 2021 10:10 MDT)
SENIOR CITY ATTORNEY

Agreed, accepted, acknowledged, and made effective this ___ day of _____, 2021.
Salt Lake County

By: Exhibit Only - Do Not Sign

Print Name: _____

Its: _____

**EXHIBIT A
TO
LETTER AGREEMENT**

Easements are granted within the legal descriptions included below at the parcel address of 2001 South State Street, Salt Lake City, Utah 84115.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A temporary construction easement being part of Lot 2, Block 5, Five Acre Plat A, Big Field Survey described in that Indenture Recorded November 4, 1885 in Book 2A of Deeds, at Page 203-204 in the office of the Salt Lake County Recorder. Said temporary construction easement is located in the Northwest Quarter of Section 19, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and is described as follows:

Beginning at the westerly corner of an existing Perpetual Easement and Right of Way recorded November 29, 1985 as Entry No. 4169975 in Book 5713, at Page 1856 and a point on the northerly right of way line of 2100 South Street as shown on that Westminster, 2nd East & 2100 South Street Dedication Plat recorded October 20, 1986 as Entry No. 4334633 in Book 86-10, at Page 171 in the office of said Recorder, which is N. 89°43' 43" W. 67.71 feet and N. 00°16'17" E. 43.63 feet from the street monument at the intersection of 2100 South Street and 200 East Street as shown on said Street Dedication Plat; thence N. 89°43'43" W. 10.0 feet along the northerly right of way line of 2100 South Street; thence N. 49°52'57" E. 26.24 feet to the westerly right of way line of 200 East Street; thence S. 00°12'48" W. 7.00 feet along said westerly right of way line to the northerly corner of said existing Perpetual Easement; thence S. 45°14'32" W. 14.13 feet along said existing easement to the **Point of Beginning**.

The above-described temporary construction easement contains 120 square feet in area or 0.002 acres, more or less.

PERMANENT ACCESS EASEMENT DESCRIPTION

A perpetual easement being part of Lot 2, Block 5, Five Acre Plat A, Big Field Survey described in that Indenture Recorded November 4, 1885 in Book 2A of Deeds, at Page 203-204 in the office of the Salt Lake County Recorder. Said perpetual easement is located in the Northwest Quarter of Section 19, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and is described as follows:

Beginning at the westerly corner of an existing Perpetual Easement and Right of Way recorded November 29, 1985 as Entry No. 4169975 in Book 5713, at Page 1856 and a point on the northerly right of way line of 2100 South Street as shown on that Westminster, 2nd East & 2100 South Street Dedication Plat recorded October 20, 1986 as Entry No. 4334633 in Book 86-10, at Page 171 in the office of said Recorder, which is N. 89°43' 43" W. 67.71 feet and N. 00°16'17" E. 43.63 feet from the street monument at the intersection of 2100 South Street and 200 East Street as shown on said Street Dedication Plat; thence N. 89°43'43" W. 10.0 feet along the northerly right of way line of 2100 South Street; thence N. 49°52'57" E. 26.24 feet to the westerly right of way

line of 200 East Street; thence S. 00°12'48" W. 7.00 feet along said westerly right of way line to the northerly corner of said existing Perpetual Easement; thence S. 45°14'32" W. 14.13 feet along said existing easement to the **Point of Beginning**.

The above-described perpetual easement contains 120 square feet in area or 0.002 acres, more or less.

For both the Temporary Construction Easement and the Permanent Access Easement

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

BASIS OF BEARING: N. 89°58'51" W along the monument line of 2100 South Street between the street monument at the intersection of 2100 South Street and 200 East Street and the street monument at the intersection of 2100 South Street and State Street.











Letter Agreement to Purchase Easement for 2100 S 200 E Traffic Light Project

Final Audit Report

2021-07-19


Created:	2021-06-25
By:	Olga Crump (olga.crump@slcgov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMMMtS0dJlz3fb7pMnibijU73xMddrqS


"Letter Agreement to Purchase Easement for 2100 S 200 E Traffic Light Project" History

-  Document created by Olga Crump (olga.crump@slcgov.com)
2021-06-25 - 9:06:09 PM GMT- IP address: 204.124.13.151
-  Document emailed to Cori Moore (cori.moore@slcgov.com) for signature
2021-06-25 - 9:12:43 PM GMT
-  Email viewed by Cori Moore (cori.moore@slcgov.com)
2021-06-25 - 9:20:21 PM GMT- IP address: 204.124.13.222
-  Email viewed by Cori Moore (cori.moore@slcgov.com)
2021-07-12 - 6:24:18 PM GMT- IP address: 204.124.13.222
-  Document e-signed by Cori Moore (cori.moore@slcgov.com)
Signature Date: 2021-07-13 - 2:03:06 PM GMT - Time Source: server- IP address: 204.124.13.222- Signature captured from device with phone number XXXXXX8332
-  Document emailed to Kimberly Chytraus (kimberly.chytraus@slcgov.com) for signature
2021-07-13 - 2:03:09 PM GMT
-  Email viewed by Kimberly Chytraus (kimberly.chytraus@slcgov.com)
2021-07-13 - 4:10:37 PM GMT- IP address: 136.36.137.18
-  Document e-signed by Kimberly Chytraus (kimberly.chytraus@slcgov.com)
Signature Date: 2021-07-13 - 4:10:52 PM GMT - Time Source: server- IP address: 136.36.137.18
-  Document emailed to Erin Mendenhall (erin.mendenhall@slcgov.com) for signature
2021-07-13 - 4:10:54 PM GMT
-  Email viewed by Erin Mendenhall (erin.mendenhall@slcgov.com)
2021-07-19 - 7:36:20 PM GMT- IP address: 204.124.13.151



Adobe Sign

 Document e-signed by Erin Mendenhall (erin.mendenhall@slcgov.com)
Signature Date: 2021-07-19 - 7:36:40 PM GMT - Time Source: server- IP address: 204.124.13.151

 Agreement completed.
2021-07-19 - 7:36:40 PM GMT





06-9-21-3424 Letter Agreement to Purchase Easement for 2100 S 200 E Traffic Light Project

Final Audit Report

2021-07-20

Created:	2021-07-20
By:	DeeDee Robinson (deedee.robinson@slcgov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQ-lbBk1pECZP5aMTELqXE9AJGFPInA51

"06-9-21-3424 Letter Agreement to Purchase Easement for 2100 S 200 E Traffic Light Project" History

-  Document created by DeeDee Robinson (deedee.robinson@slcgov.com)
2021-07-20 - 4:46:02 PM GMT- IP address: 204.124.13.222
-  Document e-signed by DeeDee Robinson (deedee.robinson@slcgov.com)
Signature Date: 2021-07-20 - 4:48:34 PM GMT - Time Source: server- IP address: 204.124.13.222
-  Agreement completed.
2021-07-20 - 4:48:34 PM GMT



Adobe Sign

EXHIBIT B

(Temporary Construction and Permanent Access Easements)

When recorded mail to:
Salt Lake City Corporation
Real Estate Services
451 South State Street, Rm 425
Salt Lake City, Utah 84114

Space above for County Recorder's use
PARCEL I.D.# 16-18-355-002-2000

TEMPORARY CONSTRUCTION AND PERMANENT ACCESS EASEMENTS

For value received, Salt Lake County, a body corporate and politic of the state of Utah ("Grantor"), with an address of 2001 South State Street, S3-110, Salt Lake City, Utah 84114-3300, hereby grants to SALT LAKE CITY CORPORATION, a Utah municipal corporation, with an address of Attn: Real Estate Services, 451 South State Street, Room 425, Salt Lake City, Utah 84114, its successors and assigns, ("Grantee"), the following "Easements", which are more particularly described in Exhibit A and displayed in Exhibit B attached hereto and incorporated herein.

- (1) A temporary construction easement lasting the duration of construction ("Temporary Construction Easement") for the reconstruction and installation of improvements reasonably related to traffic signals and equipment (collectively, the "Facilities"), on the real property owned by Grantor in Salt Lake County, State of Utah.

To have and to hold the same unto Grantee, its successors and assigns, during the Initial Construction Period (as defined below), with the right of ingress and egress to and from the property as may be reasonably necessary in connection with the initial construction and installation of improvements reasonably related to the Facilities. Grantor shall have the right to use the Property provided such use does not unreasonably and materially interfere with the construction of the Facilities or any other rights granted to Grantee hereunder. This Temporary Construction Easement will become effective on the date indicated below and shall automatically terminate and expire upon the earlier of date the initial construction of the Facilities is completed or January 1, 2022 (the "Initial Construction Period").

Without limiting the generality of the foregoing, Grantor and Grantee do hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the Temporary Construction Easement any building, retaining walls, rock walls, footings or any other improvement that impairs the maintenance or

operation of the Facilities or place personal property within the Temporary Construction Easement that impairs the initial construction of the Facilities.

2. Grantee shall reclaim and restore the surface of the Temporary Construction Easement either during or immediately following the Initial Construction Period and clean up and remove all trash or debris or obstacles created or placed thereon (outside of the Permanent Access Easement) in Grantee's exercise of the rights granted by this Temporary Construction Easement.
3. Grantee agrees to indemnify, hold harmless and defend Grantor, its agent and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantee's use of the Temporary Construction Easement or any activities conducted thereon by Grantee, its agents, employees, invitees or as a result of Grantee's negligence.

(2) A permanent, perpetual, non-exclusive easement ("Permanent Access Easement") for the construction, operation, maintenance, repair, replacement, and removal of the traffic signal and equipment on the real property owned by Grantor in Salt Lake County, State of Utah.

1. In the case of the Permanent Access Easement, (without payment therefor) Grantee shall keep Grantor's property free and clear of any liens or charges arising from Grantee's operations or activities on the Permanent Access Easement. Grantee shall clean up and remove all trash or debris or obstacles unrelated to Grantee's use and created or placed thereon in Grantee's exercise of the rights granted in this Permanent Access Easement.
2. Grantor also grants to Grantee the right of access to the Permanent Access Easement from adjacent lands of Grantor for all activities in connection with the purposes for which the Permanent Access Easement has been granted.
3. Grantee will be responsible for the design, oversight, construction, operation and maintenance of the Facilities and any subsequent responsibilities in perpetuity.

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

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES: Grantor represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or

GRANTEE:
SALT LAKE CITY CORPORATION, a
Utah municipal corporation

By:

Its: _____

Print Name: _____

State of Utah)
 ss.
County of Salt Lake)

This instrument was acknowledged before me this ____ day of _____,
2021, by _____ as _____ of Salt Lake City Corporation.

Notary Public

My commission expires:

ATTEST AND COUNTERSIGN:
Salt Lake City Recorder's Office

APPROVED AS TO FORM
Salt Lake City Attorney's Office

CITY RECORDER

Kimberly K. Chytraus, Senior City Attorney

Date _____

EXHIBIT "A"
TO
TEMPORARY CONSTRUCTION
AND PERMANENT ACCESS EASEMENTS

Easements are granted within the legal descriptions included below at the parcel address of 2001 South State Street, Salt Lake City, Utah 84115.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A temporary construction easement being part of Lot 2, Block 5, Five Acre Plat A, Big Field Survey described in that Indenture Recorded November 4, 1885 in Book 2A of Deeds, at Page 203-204 in the office of the Salt Lake County Recorder. Said temporary construction easement is located in the Northwest Quarter of Section 19, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and is described as follows:

Beginning at the westerly corner of an existing Perpetual Easement and Right of Way recorded November 29, 1985 as Entry No. 4169975 in Book 5713, at Page 1856 and a point on the northerly right of way line of 2100 South Street as shown on that Westminster, 2nd East & 2100 South Street Dedication Plat recorded October 20, 1986 as Entry No. 4334633 in Book 86-10, at Page 171 in the office of said Recorder, which is N. 89°43'43" W. 67.71 feet and N. 00°16'17" E. 43.63 feet from the street monument at the intersection of 2100 South Street and 200 East Street as shown on said Street Dedication Plat; thence N. 89°43'43" W. 10.0 feet along the northerly right of way line of 2100 South Street; thence N. 49°52'57" E. 26.24 feet to the westerly right of way line of 200 East Street; thence S. 00°12'48" W. 7.00 feet along said westerly right of way line to the northerly corner of said existing Perpetual Easement; thence S. 45°14'32" W. 14.13 feet along said existing easement to the **Point of Beginning**.

The above-described temporary construction easement contains 120 square feet in area or 0.002 acres, more or less.

PERMANENT ACCESS EASEMENT DESCRIPTION

A perpetual easement being part of Lot 2, Block 5, Five Acre Plat A, Big Field Survey described in that Indenture Recorded November 4, 1885 in Book 2A of Deeds, at Page 203-204 in the office of the Salt Lake County Recorder. Said perpetual easement is located in the Northwest

Quarter of Section 19, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and is described as follows:

Beginning at the westerly corner of an existing Perpetual Easement and Right of Way recorded November 29, 1985 as Entry No. 4169975 in Book 5713, at Page 1856 and a point on the northerly right of way line of 2100 South Street as shown on that Westminster, 2nd East & 2100 South Street Dedication Plat recorded October 20, 1986 as Entry No. 4334633 in Book 86-10, at Page 171 in the office of said Recorder, which is N. 89°43' 43" W. 67.71 feet and N. 00°16'17" E. 43.63 feet from the street monument at the intersection of 2100 South Street and 200 East Street as shown on said Street Dedication Plat; thence N. 89°43'43" W. 10.0 feet along the northerly right of way line of 2100 South Street; thence N. 49°52'57" E. 26.24 feet to the westerly right of way line of 200 East Street; thence S. 00°12'48" W. 7.00 feet along said westerly right of way line to the northerly corner of said existing Perpetual Easement; thence S. 45°14'32" W. 14.13 feet along said existing easement to the **Point of Beginning**.

The above-described perpetual easement contains 120 square feet in area or 0.002 acres, more or less.

For both the Temporary Construction Easement and the Permanent Access Easement

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

BASIS OF BEARING: N. 89°58'51" W along the monument line of 2100 South Street between the street monument at the intersection of 2100 South Street and 200 East Street and the street monument at the intersection of 2100 South Street and State Street.

EXHIBIT "B"
TO
TEMPORARY CONSTRUCTION & PERMANENT ACCESS EASEMENTS

