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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
BY: NCT, DEPUTY - M & P.

RECORDED AGREEMENT and EASEMENT

SEP 14 2005

For A
STORM DRAIN PIPE
RIGHT-OF-WAY

CITY RECORDER

WHEREAS, Utah Division of Wildlife Resources of 1594 West North Temple, Suite 2110, Salt Lake City, Utah 84114-6301 ("DWR"), owns certain real property at the southwest corner of 1300 South 5600 West, Salt Lake City, Salt Lake County, State of Utah "the Property;" and

WHEREAS, Salt Lake City Corporation of 1530 South West Temple, Salt Lake City, Utah 84115 ("S.L.C.") is desirous of installing and maintaining a storm drain pipe in the same area; and

WHEREAS, S.L.C. has made application for a right-of-way easement across the property to allow for the storm drain pipe ("the Storm Drain"); and

WHEREAS, DWR and S.L.C. are collectively referred to herein as "the Parties;" and

WHEREAS, the Parties desire to enter into this easement agreement ("Agreement and/or Easement") to establish the terms and conditions governing the installation and use of the Storm Drain over the Property.

NOW THEREFORE, in exchange for the terms and conditions as described below, the Parties agree as follows:

A. Easement Location. The general location of the Easement is:

Within the NE1/4NE1/4, Section 14, Township 1 South, Range 2 West, SLM.

More Specifically the Easement will be constructed along the following centerline description:

Centerline of a 30 foot easement, 15 feet on either side of a line beginning at a point on the Westerly right-of-way line of 5600 West Street, which point lies 103.79 feet South 00°00'41" W. along the Section Line and 40.00 feet North 89°59'19" West from the Salt Lake County monument found marking the Northeast Corner of said Section 14; and running thence S. 62°45'21" W. 64.14 feet; thence South 00°00'46" West 66.37 feet to the point of terminus. Containing 130.51 linear feet (3,915.00 square feet, more or less).

B. Terms and Conditions. The Parties agree to the following terms and conditions.

1. Project Description. The Easement is for the construction, operation,

Easement Agreement, Salt Lake City Dept. of Public Utilities / Division of Wildlife Resources, page 1 of 5 pages

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maintenance and inspection of a buried 42 inch reinforced concrete pipe running south down 5600 West, extending across 1300 South street, and running westerly through the Property, to the point that it intersects with the "Lee Drain." The Storm Drain is designed to facilitate and manage storm water runoff produced in the area.

2. Ingress and Egress. The Easement will include a reasonable right of ingress and egress over and upon the Property as required for the operation, inspection and maintenance of the Storm Drain once constructed.

4. Minimizing Surface Disturbance. The excavation, installation, construction and maintenance contemplated hereby, is to be carried out in a manner to insure minimum disturbance to property, buildings, or any other improvements owned by the DWR, within and/or adjacent to the right-of-way easement.

5. Project Installation Area Restoration. As soon as practical (not to exceed 12 months), following installation of the Storm Drain, and as a part of the construction project, all disturbed lands will be restored to original condition. All fences, gates and other structures will be restored to original condition. In areas of disturbed surface, S.L.C. will re-establish a successful vegetation cover by reseeding with a seed mixture specified by the DWR (contact the Habitat Manager for the DWR in the Central Region office in Springville, Utah (801) 491-5678). S.L.C. will not be freed from this obligation until the Division has inspected the site and has made a determination that the re-vegetation is successful. In the event this Easement expires without renewal, is canceled, or is abandoned, S.L.C. agrees to remove the pipe, refill the trench, and reclaim the Easement site.

6. Natural Event Restoration. Should a natural event damage the Easement site as a result of installation of the Storm Drain, S.L.C. shall, as soon as practical, restore the Easement site to its original condition.

7. Project Costs. All costs for the project, including engineering, surveys, cultural surveys, threatened and endangered species surveys, re-vegetation, and restoration of all structures will be borne by S.L.C.

8. Operation & Maintenance Responsibility. S.L.C is responsible for operating and maintaining the above-described Storm Drain.

9. Compliance with Existing Laws and Permit Cancellation Notification. S.L.C agrees to comply with the State and local storm water quality management programs specified in Utah Pollution Discharge Elimination System for storm water. In the event S.L.C.'s "Flood Control Permit becomes void, or is canceled, this Easement shall also become null and void at the same point in time, unless otherwise negotiated. Further, S.L.C, at the full execution of this Easement, is to provide the DWR with written documentation that it has instructed the Salt Lake County Public Works Department to

notify the DWR or its assigns in the event its permit is canceled. In addition to the above described flood control permit, S.L.C. further agrees to comply with any other state or federal law regarding the containment and cleanup of pollutants or flood events that may pollute or damage DWR land. It is understood by DWR that this term and condition shall apply only if said events or pollutant is as a result of the Storm Drain identified in this Easement.

10. **Indemnification.** S.L.C agrees to protect, indemnify and hold harmless DWR, its agents and employees, from, and against all claims, demands, damages, and causes of action of every kind or character on account of bodily injuries, death, or damage to property arising because of, for, out of, or in any way connected with the performance of this agreement, except where such injury, death, or damage has resulted from the sole negligence of DWR, without negligence or willful act on the part of S.L.C, its agents, employees, or subcontractors, it being the intent of this provision that S.L.C. indemnify DWR and its agents and employees regardless of whether or not such injury, death or damage is caused in part by DWR, its agents and employees. S.L.C shall defend all suits brought upon such claims and pay all costs and expenses incidental thereto, but DWR shall have the right, at its option, to participate in the defense of any such suit without relieving S.L.C of any obligation hereunder.

11. **Default and Governing Law.** If either Party fails to perform the terms and conditions of this Easement, the Party at fault shall pay all costs of enforcing said terms and conditions, or any right arising therefrom, including a reasonable attorney's fee. Utah law shall govern the interpretation and application of the easement.

12. **Heirs and Assigns.** The terms and condition of this Agreement shall apply to any and all heirs and/or assigns of the Parties.

13. **Easement Term.** This right-of-way easement will be for a term of 30 years from the date of final signature. S.L.C. may apply to renew the easement 6-months prior to its expiration. An application for renewal will be considered under DWR's policy in force at the time renewal is requested.

14. **Cancellation.** The Easement may be canceled by DWR for failure of S. L.C. to abide by any of the terms and conditions of this agreement after S.L.C. has been given notice of such default. S.L.C. will be allowed 30 days after receipt of such notice to correct said default. The Easement may be canceled by S.L.C. upon 60 days notice to DWR.

C. Fee for Right-of-Way Easement.

Fee. The Fee for this right-of-way Easement shall be **One Hundred Ninety Dollars (\$190.00)**; 7.91 rods at \$24.00 per rod, rounded to nearest dollar.

The Fee is due and payable at the time this Agreement is signed and returned to DWR for

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final processing.

IN WITNESS WHEREOF, S.L.C. and DWR accepts the terms and conditions of this agreement, on the 5th day of October, 2005.

FOR AND IN BEHALF OF:

UTAH DIVISION OF WILDLIFE RESOURCES

James F. Karpowitz
James F. Karpowitz, Wildlife Resources Director



SALT LAKE CITY DEPARTMENT OF PUBLIC UTILITIES

Leroy W. Hooton, Jr.
LEROY W. HOOTON, JR., Public Utilities Director

Attest and Countersigned:

[Signature]
Chief Deputy City Recorder

APPROVED AS TO FORM
Salt Lake City Attorney's Office

Date 9/12/05
By [Signature]

RECORDED

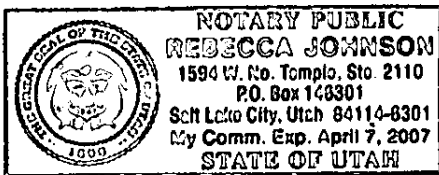
SEP 14 2005

CITY RECORDER

ACKNOWLEDGMENTS

State of Utah)
) SS
County of Salt Lake)

On this 5th day of October, 2005, personally appeared before me James F. Karpowitz, who being first duly sworn said that he is the Director of the Division of Wildlife Resources, for the State of Utah, that the foregoing instrument was executed pursuant to authority granted him by The Wildlife Resources Code of Utah (23-14-8), and he acknowledged to me that he executed the same.



Rebecca Johnson
NOTARY PUBLIC

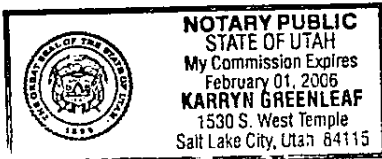
My Commission Expires: April 07, 2007

Residing at: Salt Lake County

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STATE OF UTAH)
) ss.
County of Salt Lake)

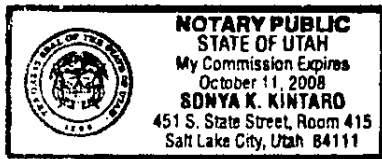
The foregoing instrument was acknowledged before me this day of Aug 30 2005, by LeRoy W. Hooton, Jr. in his capacity as Public Utilities Director of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah.



Karryn Greenleaf
NOTARY PUBLIC, Residing in
Salt Lake County, Utah

STATE OF UTAH)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this day of SEPTEMBER 14, 2005 by Scott C. Crowder in his/her capacity as Chief Deputy Recorder of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah.



Sonya K. Kintaro
NOTARY PUBLIC, Residing in
Salt Lake County, Utah

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The following representations are incorporated into the document to which this page is attached, and made a part hereof:

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.

Utah Division of Wildlife Resources 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 secure this contract upon an agreement or understanding for a commission, percentage, 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.

SALT LAKE CITY DEPARTMENT OF
PUBLIC UTILITIES

By: Leroy W. Hooton, Jr.
LEROY W. HOOTON, JR.
DIRECTOR

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 9/12/05
By [Signature]

UTAH DIVISION OF WILDLIFE
RESOURCES

By: James F. Karpowitz
JAMES F. KARPOWITZ
Wildlife Resources Director

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