

8170315

WHEN RECORDED MAIL TO:
Bluffdale City
14175 South Redwood Road
Bluffdale, UT 84065

8170315
03/07/2002 01:48 PM NO FEE
Book - 8574 Pg - 3857-3862
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BLUFFDALE CITY
14175 S REDWOOD RD
BLUFFDALE UT 84065
BY: KCC, DEPUTY - WI 6 P.

Affects Parcel No. 33-08-400-003

EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 21 day of February, 2002, by and between **BLUFFDALE CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **THE DON AND ELAINE BENNION FAMILY L.L.C.**, a Utah limited liability company, hereinafter collectively referred to as "Bennions."

RECITALS:

WHEREAS, Bluffdale City, in the interest of public health and safety, desires to construct a water line across Bennions' property; and

WHEREAS, Bennions are willing to grant an easement to the City for construction and maintenance of the water line and related facilities, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Easement.**

1. Bennions hereby grant, convey, sell and set over to Bluffdale City, its successors and assigns, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace subsurface water facilities, including water pipelines, valves, valve boxes and other water transmission and distribution structures and facilities, hereinafter called "Facilities," said right-of-way and easement be situated in Salt Lake County, State of Utah, over and through a parcel of the Bennions' land (the "Property"), more particularly described in Exhibit "A," attached hereto and incorporated herein by reference.

2. Bennions shall retain fee title to the Property.

3. Upon execution of the easement, Bennions also agree to execute a plat map prepared by the City to be recorded in the office of the Salt Lake County Recorder showing the easement granted herein, along with a similar, contiguous easement across and over adjacent properties.

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2. **Compensation.** In exchange for the easement granted above, the City hereby agrees to pay Bennions Two Thousand Dollars (\$2,000) on the date of execution of this Agreement.

3. **Easement Conditions and Restrictions.**

1. The City, for so long as the Facilities shall be maintained, shall have the right of ingress and egress on the Property for its officers, employees, agents and assigns to enter upon said Property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace the Facilities. Said rights of ingress and egress shall be limited to the Property.

2. The City shall restore all property through which any work it may undertake on the Property traverses, to as near its original condition as is reasonably possible.

3. Bennions shall have and maintain the right to use the Property, provided such use shall not interfere with the Facilities or with the discharge and conveyance of water through the Facilities, or with any other rights granted to the City hereunder.

4. Bennions shall not build or construct or permit to be built or constructed any building or other improvement over or across the Property nor change the contour or alter the grade thereof without the written consent of the City. However, if the Property is developed in the future, Bennions may construct a dedicated public street on the Property, the design and construction of said street to be approved by the City.

4. **Binding Effect.** This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the Bennions and the successors and assigns of the City, and may be assigned in whole or in part by the City.

5. **Hold Harmless.** City agrees to hold Bennions harmless from and against all claims, mechanics' liens, demands, damages, actions, costs and charges, for personal injury or property damage and other liabilities, including attorneys' fees, arising out of or by any reason of City's use of the Property or any activities conducted thereon by the City, its agents, employees, invitees or trespassers.

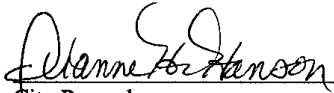
6. **Recording.** This grant of easement shall be recorded in the office of the Salt Lake County Recorder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

“CITY”

BLUFFDALE CITY

ATTEST:



City Recorder


By: 

Mayor



“BENNIONS”

**THE DON AND ELAINE BENNION
FAMILY L.L.C.**

By: 

Member

CITY ACKNOWLEDGMENT

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

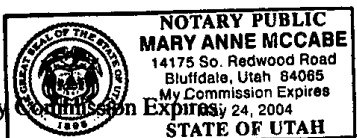
On the ____ day of _____, 2002, personally appeared before me Wayne Mortimer, who being duly sworn, did say that he is the Mayor of **BLUFFDALE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said acknowledged to me that the City executed the same.

My Commission Expires: _____
Notary Public _____
Residing at: _____

BENNION ACKNOWLEDGMENT

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

On the 21st day of February, 2002, personally appeared before me Don W. Bennion who being by me duly sworn did say that (s)he is the managing member of **THE DON AND ELAINE BENNION FAMILY L.L.C.** a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

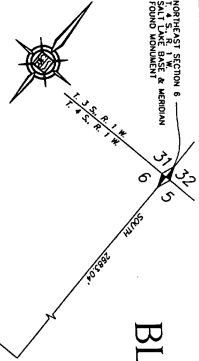


My Commission Expires May 24, 2002

Notary Public
Residing at: Salt Lake

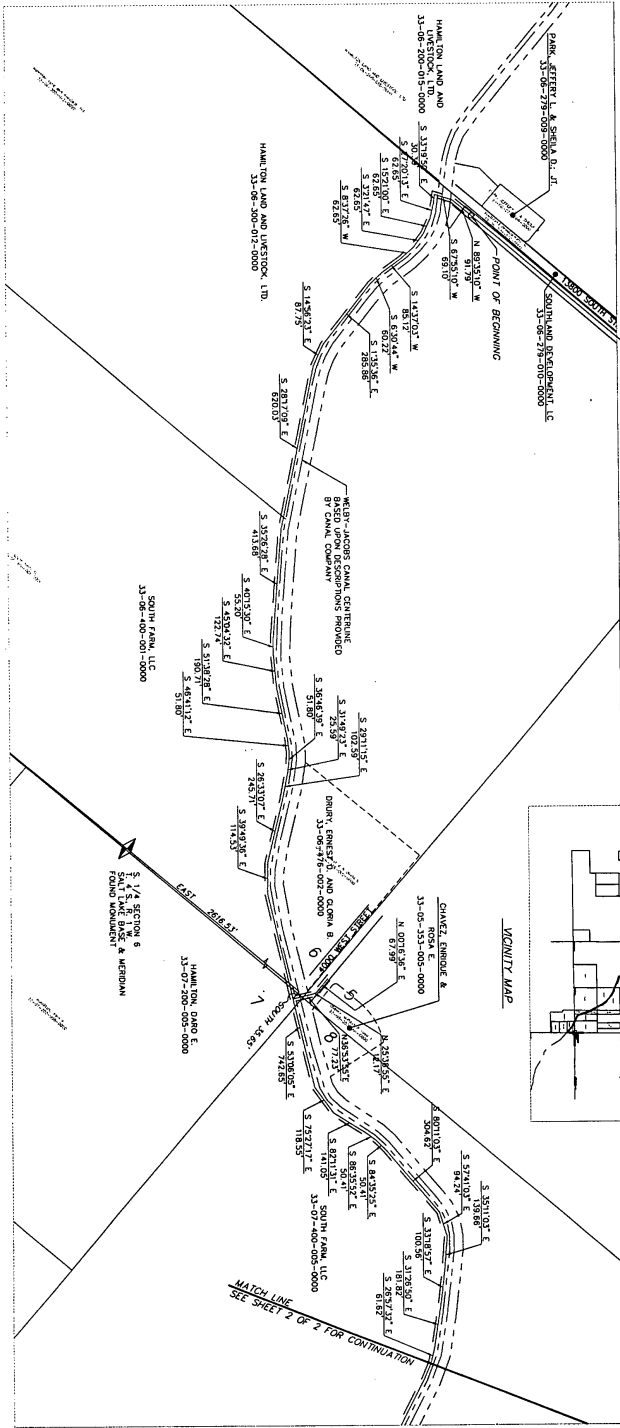
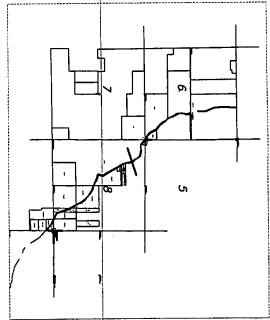
BK8574PG3860

Exhibit A



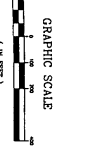
BLUFFDALE WATER TRANSMISSION LINE EASEMENT

BEING PART OF SECTIONS 6, 7, 8, & 17
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
BLUFFDALE CITY, SALT LAKE COUNTY, UTAH



4000' WEST WATER LINE EASEMENT DESCRIPTION:
A 20-FOOT WIDE EASEMENT, BEING 10 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE BEGINS AT A POINT WHICH IS 33.6 FEET NORTH 43.0° WEST 129.17 FEET FROM THE NE CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING OF THE EASEMENT. THE EASEMENT PROCEEDS N88°35'05" E 6451.72 FEET THENCE NORTH 83°35'57" E 4517.17 FEET THENCE NORTH 80°32'58" E 617.29 FEET TO A POINT WEST STREET, THE POINT OF BEGINNING OF THE EASEMENT IN SECTION 6.

SURVEYORS NOTES:
1. THE SECTION CORNERS ARE BASED ON MEASURED VALUES, NOT A.P.P. INDICATION.
2. BASES OF EASEMENTS ARE MEASURED BETWEEN THE SAME CORNER POINTS.
SALT LAKE BASE AND MERIDIAN-89 2623' E 3282.01' FEET.



OWNER'S CERTIFICATION:
I, ROBERT W. G. GENTRY, BEING A LICENSED SURVEYOR AND A REGISTERED LAND SURVEYOR IN THE STATE OF UTAH, HEREBY CERTIFY THAT I HAVE SURVEYED THE EASEMENT AND THE EASEMENT IS CORRECTLY DESCRIBED AND SHOWN ON THIS PLAN AND DESCRIBED HEREIN, AND THAT THE SAME IS TRUE AND CORRECT, ACCORDING TO INFORMATION PROVIDED TO ME.

DATE: 10-27-20

WATER LINE EASEMENT DESCRIPTION:
BEGINNING AT A POINT WHICH IS 33.6 FEET SOUTH AND 139.57 FEET WEST FROM THE NE CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING OF THE EASEMENT, THE EASEMENT PROCEEDS N88°35'05" E 6451.72 FEET THENCE NORTH 83°35'57" E 4517.17 FEET THENCE NORTH 80°32'58" E 617.29 FEET TO A POINT WEST STREET, THE POINT OF BEGINNING OF THE EASEMENT IN SECTION 6. THE EASEMENT PROCEEDS THE FOLLOWING TWO (2) COURSE TO THE CENTER OF A 20-FOOT WIDE VARIABLE WIDTH EASEMENT (NOT TO EXCEED 20 FEET) THROUGH SECTION 7, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING OF THE EASEMENT IN SECTION 7. THE EASEMENT PROCEEDS THE FOLLOWING COURSE TO THE CENTER OF A 20-FOOT WIDE VARIABLE WIDTH EASEMENT (NOT TO EXCEED 20 FEET) THROUGH SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING OF THE EASEMENT IN SECTION 8. THE EASEMENT PROCEEDS THE FOLLOWING COURSE TO THE CENTER OF A 20-FOOT WIDE VARIABLE WIDTH EASEMENT (NOT TO EXCEED 20 FEET) THROUGH SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING OF THE EASEMENT IN SECTION 17.

OWNER'S DEDICATION:
I, THE UNDERSIGNED OWNER OF THE EASEMENT DESCRIBED HEREIN, DO HEREBY DEDICATE AND CONVEY TO THE CITY OF BLUFFDALE, UTAH, THE EASEMENT DESCRIBED HEREIN, TO BE USED FOR THE PURPOSES OF WATER TRANSMISSION AND THE MAINTENANCE AND OPERATION OF THE WATERLINE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE ON THIS _____ DAY OF _____, A.D. 20___.

ROBERT W. G. GENTRY, SURVEYOR

PROPERTY DEVELOPMENT, LLC	DATE OF SURVEY	PROJECT NAME
BLUFFDALE WATER TRANSMISSION LINE EASEMENT	10/27/2020	UTAH

REV. BY	DATE	DESCRIPTION

PROJECT:	R. RASH	MINI/DATUM:	
CLIENT:	BLUFFDALE CITY	MINI/DATUM:	
DRAWN BY:	C. GATES	MINI/DATUM:	
SCALE:	1"=200'	DATE ISSUED:	10/27/2020

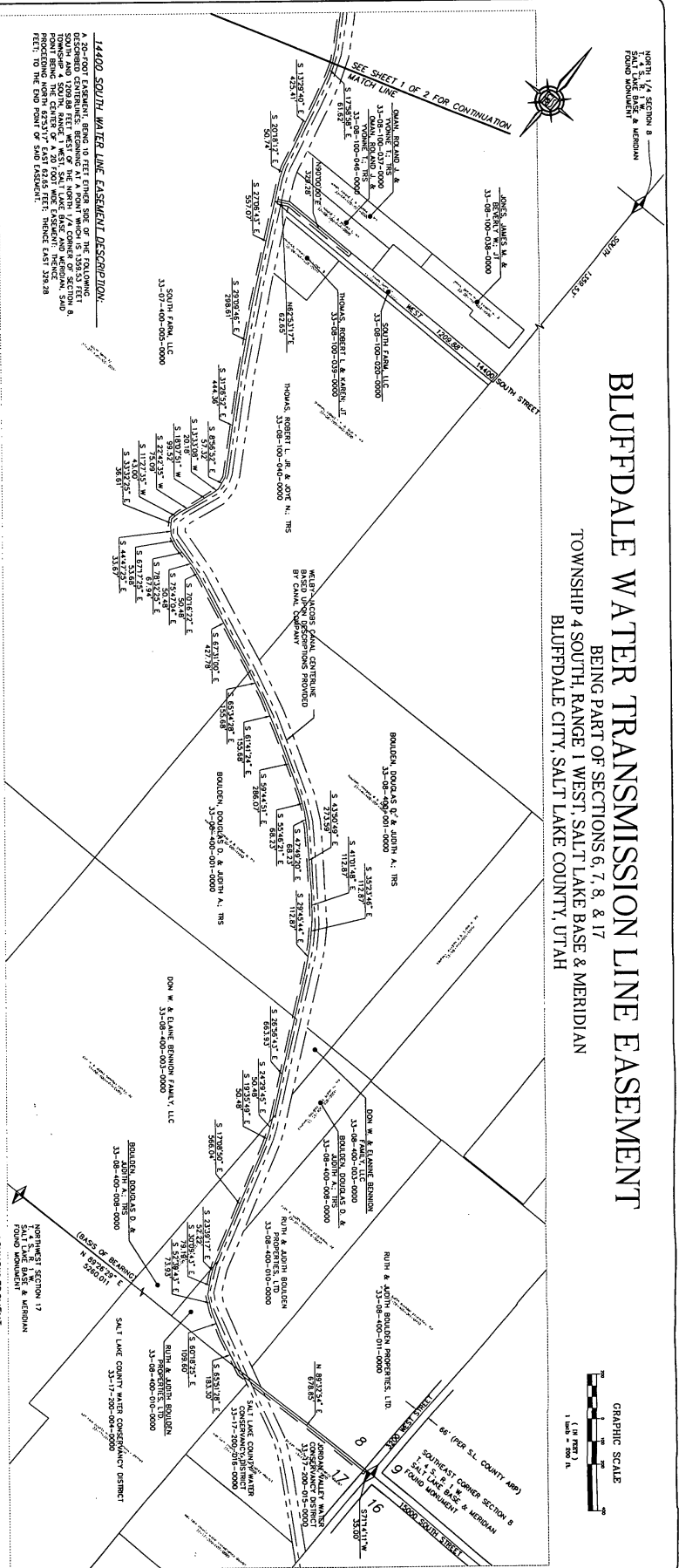
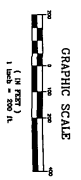
CALDWELL RICHARDS SORENSEN	CRS
2800 East 2100 South Salt Lake City, UT 84109 Phone: (801) 588-4222 www.crsurveyors.com	
BLUFFDALE WATER TRANSMISSION LINE EASEMENT	UTAH

BLUFFDALE CITY
PRODUCT NUMBER: 011006.3
SHEET 1 OF 2

NORTH 1/4 SECTION 8
SALT LAKE BASE & MERIDIAN
FOUND MONUMENT

BLUFFDALE WATER TRANSMISSION LINE EASEMENT

BEING PART OF SECTIONS 6, 7, 8, & 17
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
BLUFFDALE CITY, SALT LAKE COUNTY, UTAH



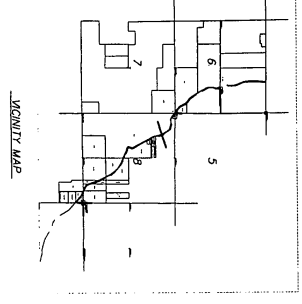
14400 SOUTH WATER LINE EASEMENT DESCRIPTION:
A 20-FOOT EASEMENT, BEING 10 FEET EITHER SIDE OF THE FOLLOWING CENTERLINE, COMMENCING AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND PROCEEDING NORTH 63°51' EAST 121.6 FEET; THENCE EAST 32°28' FEET; TO THE SW CORNER OF SAID EASEMENT.

ACKNOWLEDGMENT:
STATE OF UTAH S.S.
COUNTY OF SALT LAKE
ON THE _____ DAY OF _____ 2002, I, _____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, WHO DUTY ACKNOWLEDGED THAT THEY EXECUTED THE SAME.
BY COMMISSION EXPIRES _____ NOTARY PUBLIC
RESIDING IN _____ COUNTY

ACKNOWLEDGMENT:
STATE OF UTAH S.S.
COUNTY OF SALT LAKE
ON THE _____ DAY OF _____ 2002, I, _____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, WHO DUTY ACKNOWLEDGED THAT THEY EXECUTED THE SAME.
BY COMMISSION EXPIRES _____ NOTARY PUBLIC
RESIDING IN _____ COUNTY

ACKNOWLEDGMENT:
STATE OF UTAH S.S.
COUNTY OF SALT LAKE
ON THE _____ DAY OF _____ 2002, I, _____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, WHO DUTY ACKNOWLEDGED THAT THEY EXECUTED THE SAME.
BY COMMISSION EXPIRES _____ NOTARY PUBLIC
RESIDING IN _____ COUNTY

ACKNOWLEDGMENT:
STATE OF UTAH S.S.
COUNTY OF SALT LAKE
ON THE _____ DAY OF _____ 2002, I, _____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, WHO DUTY ACKNOWLEDGED THAT THEY EXECUTED THE SAME.
BY COMMISSION EXPIRES _____ NOTARY PUBLIC
RESIDING IN _____ COUNTY



REV	BY	DATE	DESCRIPTION

PROJECT	R. BASH	INITIAL DATE	
DRAWN BY	G. CATES	DATE	13 FEBRUARY 2002
CHECKED BY	G. CATES	INITIAL DATE	
SCALE	AS SHOWN		

PROJECT NUMBER	011006.3
SHEET	2
TOTAL SHEETS	2

CALDWELL RICHARDS SORENSEN

2840 East 2100 South
Salt Lake City, UT 84119
Phone: (801) 558-4272
www.caldwellrichards.com

BLUFFDALE WATER TRANSMISSION LINE EASEMENT

BLUFFDALE CITY

UTAH

BK 8574 PG 3862