

MIDVALE CITY, UTAH

RESOLUTION NO. 2023-R-10

A RESOLUTION APPROVING A PERPETUAL ACCESS EASEMENT GRANTED BY MIDVALE CITY TO SALT LAKE COUNTY FOR THE CONSTRUCTION AND MAINTENANCE OF TWO BOAT RAMPS ON THE JORDAN RIVER

WHEREAS, Salt Lake County (County) desires to seek a perpetual easement to construct and maintain two concrete boat ramps in the Jordan River for public use; and

WHEREAS, Midvale City (City) owns the property where these boat ramps are to be constructed; and

WHEREAS, the City believes that the construction and maintenance of these ramps contribute to the overall safety, access and convenience of recreating within the Jordan River; and

WHEREAS, the City and the County have negotiated and agreed upon the terms of a perpetual easement agreement for this property and project.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council approves this resolution, authorizing the Mayor to sign the attached perpetual easement agreement, between the City and the County.

APPROVED AND ADOPTED this 21st day of March 2023.

Marcus Stevenson, Mayor

ATTEST:

Roni L. Andreason, City Recorder



Table with 3 columns: Name, "Aye", "Nay". Rows include Dustin Gettel, Paul Glover, Quinn Sperry, Heidi Robinson, and Bryant Brown, all with checkmarks in the "Aye" column.



1917

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-120
Salt Lake City, Utah 84114-4575

Space above for County Recorder's use

Affects a portion of Tax Serial No. 21-26-451-093-0000

PERPETUAL ACCESS EASEMENT AGREEMENT

THIS PERPETUAL ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into as of this __ day of _____, 2023 (the "Effective Date"), by and between MIDVALE CITY, a municipal corporation and political subdivision of the State of Utah ("Grantor"), and SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("Grantee"). Grantor and Grantee may be referred to individually as a "Party," and jointly as the Parties."

RECITALS

WHEREAS, Grantor owns certain real property located at approximately 1041 West Howe Cove, Midvale, Utah, also identified as Parcel No. 21-26-451-093-0000, consisting of approximately 12.42 acres (the "Property") along the Jordan River; and

WHEREAS, Grantee desires to construct two concrete boat ramps in the Jordan River to allow portage across a part of the Property and to obtain for the benefit of Grantee and for the public access across part of the Property to access the boat ramps and allow for other purposes outlined in this Agreement; and

WHEREAS, Grantor finds that Grantee's construction and maintenance of concrete boat ramps for portage on and adjacent to the Property contributes to the safety, health, prosperity, order, comfort, and convenience of the residents and businesses of the municipality and accepts said construction, maintenance, and public access to the boat ramps and the portage path as consideration for the easements granted herein; and

WHEREAS, Grantor is willing to grant and convey two perpetual access easements to Grantee pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and based upon the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Perpetual Easement. Grantor hereby grants and conveys to Grantee two non-exclusive perpetual access easements ("Perpetual Easements") on, over, and across part of the Property consisting of approximately 13,565 square feet or 0.311 acres in area, more or less, for the purpose of allowing Grantee to construct, maintain, inspect, clean, repair and alter two concrete boat take-out portages for the Jordan River (the "Portages"), and to allow for unobstructed access between and to the Portages using the existing trail system maintained by Grantor except as provided herein. The legal descriptions for the Perpetual Easements are more particularly described in Exhibit "A" and depicted in the diagram in Exhibit "B", both of which are attached hereto and incorporated herein by this reference. During construction, Grantee and its contractors may use such portion of Grantor's property along and adjacent to the Perpetual Easements as may be reasonably necessary in connection with the construction or repair of the Portages. Grantee, at its sole expense, may erect and remove its signs and make other minor additional park improvements on the Property without the permission of Grantor.
2. Access. Grantee and its agents, employees, consultants, contractors, and the public (the "Permitted Users") shall have the right to enter upon the Perpetual Easements for the purposes permitted by this Agreement.
3. Grantor's Reservation. Grantor hereby expressly reserves and shall have the right to use and enjoy the Perpetual Easement for itself, its successors, assigns, agents, invitees, permittees, and employees at all times and for any lawful purpose reasonably consistent with the terms of this Agreement.
4. Grantee's Obligations. Grantee shall:
 - a. Maintain the hard surface of the Portages in good condition;
 - b. Maintain the paved path connecting the boat take-out portage to the boat put-in portage (as identified in Exhibit "B") in good condition;
 - c. Provide and maintain signs notifying users on the Jordan River of the Portages;
 - d. Notify the Midvale City Division of Parks and Recreation at least seven (7) days prior to making any substantial modifications to the Portages;
 - e. Upon completion of any repair or maintenance work performed by Grantee or its contractor(s) on the Property, Grantee shall promptly restore said Property to its as near original condition as is reasonably possible;
 - f. Pay all expenses and costs for the construction, inspection, maintenance, and repair of the improvements to the Portages;
 - g. Not permit or suffer, and to the extent permitted or suffered, cause to be removed and released, any mechanic's lien, materialmen's or other claim or lien on account