

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:



Rori L. Andreason,
City Recorder



Voting by the City Council	"Aye"	"Nay"
Dustin Gettel	<input checked="" type="checkbox"/>	_____
Paul Glover	<input checked="" type="checkbox"/>	_____
Quinn Sperry	<input checked="" type="checkbox"/>	_____
Heidi Robinson	<input checked="" type="checkbox"/>	_____
Bryant Brown	<input checked="" type="checkbox"/>	_____



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

of supplies, machinery, tools, equipment, labor, or materials furnished or used in connection with entry or work upon the Property or any portion of Grantor's other real property as a result of the use and work by Grantee or its contractors under this Agreement.

5. Compliance with Laws. In respect to this Agreement, Grantee shall comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.
6. Indemnification.
 - a. Except to the extent resulting from the negligence or willful misconduct of Grantor or its officials, officers, employees, agents or contractors, and subject to the protections offered to Grantee under the Utah Governmental Immunity Act, Grantee agrees to indemnify, up to the limits of liability allowed under the Utah Governmental Immunity Act, Utah Code Chapter 63G-7, as it may be modified from time to time ("Governmental Immunity Act"), defend and hold Grantor, its officials, employees, officers, volunteers, agents and contractors, harmless from and against any and all claims, actions, causes of action, demands, costs, liabilities, judgments, costs or expenses (collectively "Claims"), caused by the willful or negligent acts or omissions of Grantee or its agents, employees or contractors in the maintenance, construction, inspection, and repair of the improvements on the Property.
 - b. The indemnification set forth in this section shall not apply to any pre-existing condition on the Property prior to the construction of any improvements thereon, and the existence of any hazardous or toxic substances in, on, under, or about the Property or Grantor's adjoining property, but the indemnification in this section shall apply to any exacerbation of a pre-existing condition in, on, under, or about the Property to the extent, if any, said exacerbation results from the willful or negligent act, omission, or any act of Grantee, its employees, officials, officers, agents or contractors. Grantee shall promptly notify Grantor in writing of the discovery during the Improvement work of any hazardous or toxic substance on the Property, or of any pre-existing condition that Grantee believes likely to cause significant damage to any person or the Property or Grantor's other real property. The provisions of this section shall survive the termination of this Agreement.
7. Insurance. Grantee shall maintain insurance or self-insurance coverage sufficient to meet its obligations hereunder and consistent with applicable law.

8. Assignment. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, and assigns. The rights and obligations set forth in this Agreement are intended to run with the land and succeeding interests therein. The rights, duties, and benefits of Grantee under this Agreement may not be assigned by Grantee without prior written consent of Grantor. Any such assignment or transfer without the required consent shall be null and void.
9. Recitals & Headings. The recitals set forth above are hereby incorporated by this reference. The section and subsection headings in this Agreement are intended for convenience only and shall not be used to vary or interpret the intent of the text.
10. Integration. This Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to this Property. This Agreement may be amended, modified, or supplemented only by a written document executed by both Parties, or their permitted successors and assigns.
11. Miscellaneous.
 - a. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.
 - b. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he or she signs to execute and deliver this Agreement and that as result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.
 - c. Recording. Grantee shall, at its expense, record this Agreement in the records of Salt Lake County, Utah, and shall provide Grantor with conformed copies of the recorded instruments. Such recording shall take place within fifteen (15) business days of the execution of this Agreement.
 - d. No Third-Party Beneficiaries. This Agreement is only for the benefit of the Parties hereto and their permitted successors and assigns. Except as set forth herein, no other person or entity or property shall be entitled to rely hereon, receive any benefit here from, or enforce any provision hereof against any Party hereto or their respective permitted successors or assigns.
 - e. Non-Waiver. Any election by a Party as to the manner and timing of its right to enforce this Agreement or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

[Signature Page Follows Below]

IN WITNESS WHEREOF, this Perpetual Access Easement Agreement is executed and effective as of the Effective Date.

ATTEST:

GRANTOR: MIDVALE CITY, UTAH

By: _____
City Recorder

By: _____
Mayor or Designee

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

On this __ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that s/he is the Mayor of Midvale City, and that the foregoing instrument was signed on behalf of Midvale City and by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County

SALT LAKE COUNTY CLERK

SALT LAKE COUNTY

By: _____
County Clerk

By _____
Mayor or Designee

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

On this __ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that s/he 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 PUBLIC
Residing in Salt Lake County

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

On this __ day of _____, 2023, personally appeared before me _____,
who being duly sworn, did say that s/he is the County Clerk of Salt Lake County, and that the
foregoing instrument was signed in his/her official capacity, and by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County

Reviewed and Advised as to Form and Legality:

John E. Diaz Digitally signed by John E. Diaz
Date: 2023.02.28 09:52:56
-07'00'

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT A
Legal Description

Two 20-foot-wide perpetual access easements being a part of Parcel A of The Junction at Midvale West Residential Plat recorded on November 21, 2007, as Entry No. 10282399 in Book 2007P, at Page 453 and disclosed in that Quitclaim Deed recorded on September 26, 2014, as Entry No. 11919578 in Book 10262, at Page 9651 in the Office of the Salt Lake County Recorder. Said perpetual access easements are located in the Southwest Quarter of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian. The centerline of said easements (10 feet on each side of centerline) are described as follows:

Easement 1

Beginning at a point on the westerly boundary of said parcel and the easterly bank of the Jordan River, which is 1614.43 feet S. 00°08'36" W. along the Section Line and 2830.69 feet West from the East Quarter Corner of said Section 26, said point is also 309.55 feet South and 156.01 feet West from an interior boundary corner of said parcel; thence S. 77°57'27" E. 41.34 feet; thence Northeasterly 23.69 feet along the arc of a 20-foot radius curve to the left, (chord bears N. 68°06'10" E. 22.33 feet) having a central angle of 67°52'47", thence N. 34°09'47" E. 90.86 feet; thence N. 09°25'12" E. 94.32 feet; thence N. 05°39'48" W. 17.98 feet to a point designated as "P" in the below described Easement 2; thence N. 05°39'48" W. 42.39 feet; thence N. 04°52'38" W. 66.03 feet to the point of tangency with a 40.70-foot radius curve to the right; thence Northeasterly 46.22 feet along the arc of said curve, (chord bears N. 32°25'07" E. 43.77 feet) having a central angle of 65°03'13"; thence N. 67°00'44" E. 42.08 feet to the point of curvature; thence Northeasterly 36.01 feet along the arc of a 36.93-foot radius curve to the left, (chord bears N. 43°20'04" E. 34.60 feet) having a central angle of 55°52'26", thence N. 11°08'15" W. 70.76 feet to the back of an existing concrete sidewalk being the **Point of Terminus**.

Easement 2

Also, beginning at a point on the westerly boundary of said parcel and the Easterly bank of the Jordan River, which is 1334.59 feet S. 0°08'36" W. along the Section Line and 2783.00 feet West from the East Quarter Corner of said Section 26, said point is also 107.62 feet West and 29.71 feet South from an interior boundary corner of said parcel, and running thence S. 42°31'36" E. 79.40 feet to a point of curvature; thence southeasterly 25.71 feet along the arc of a 39.57-foot radius curve to the right, (chord bears S. 23°37'42" E. 25.26 feet) having a central angle of 37°13'49", thence S. 05°00'48" E. 13.64 feet; thence N. 84°20'12" E. 12.52 feet to a point designated as "P" in the above described Easement 1, being the **Point of Terminus**.

The above-described perpetual access easements contain 13,565 square feet in area or 0.311 acre, more or less.

The side lines of said 20-foot-wide perpetual access easements shall be extended or shortened to begin on said easterly boundary line of the Jordan River, to meet at angle points, and to terminate at said back of existing concrete sidewalk.

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

BASIS OF BEARING: S. 00°08'36" W. along the easterly line of said Section 26 between the East Quarter Corner and the Southeast Corner of said Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian.

LEGEND

- TRACT BOUNDARY
- - - CENTERLINE OF EXISTING TRAIL
- - - PERPETUAL ACCESS EASEMENT
- - - TIE TO PARCEL BOUNDARY

EXHIBIT "B"

LINE TABLE		
LINE #	LENGTH	BEARING
L1	41.34'	S 77° 57' 27" E
L2	90.86'	N 34° 09' 47" E
L3	94.32'	N 09° 25' 12" E
L4A	17.98'	N 05° 39' 48" W
L4B	42.39'	N 05° 39' 48" W
L5	66.03'	N 04° 52' 38" W
L6	42.08'	N 67° 00' 44" E
L7	70.76'	N 11° 08' 15" W
L8	79.40'	S 42° 31' 36" E
L9	13.64'	S 05° 00' 48" E
L10	12.52'	N 84° 20' 12" E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BRG	CHD LEN
C1	23.69'	20.00'	67° 52' 47"	N 68° 06' 10" E	22.33'
C2	46.22'	40.70'	65° 03' 13"	N 32° 25' 07" E	43.77'
C3	36.01'	36.93'	55° 52' 26"	N 43° 20' 04" E	34.60'
C4	25.71'	39.57'	37° 13' 49"	S 23° 37' 42" E	25.26'



0' 60'
Scale in Feet
1"=60'

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Prepared: December 27, 2022



Midvale City Perpetual Access Easement

Prepared for:
Salt Lake County Parks & Rec.

Section 26, T. 2S., R. 1W., S.L.B.&M.
Work Order No. W122022034

Drawn by: CJL
Checked by: SVK

Prepared by the Office of:

Reid J. Demman, P.L.S.
Salt Lake County Surveyor

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Salt Lake City, Utah 84114-4575
(385) 468-8240