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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
1020 E PIONEER RD
DRAPER UT 84020
BY: DCA, DEPUTY - MA 12 P.

WHEN RECORDED RETURN TO:

Draper City
Attn: Zoning Administrator
1020 East Pioneer Road
Draper, UT 84020

Affects Parcel No. 28-28-302-02-000

PUBLIC UTILITY EASEMENT LICENSE AND AGREEMENT

THIS Agreement is made and entered into as of the 1 day of July, 2019, by and between **DRAPER CITY**, a Utah municipal corporation, hereinafter referred to as the "City" and Liberty Point Associates, LLC, the owners(s) of certain real property located within Draper City, hereinafter referred to as "Owner".

RECITALS:

WHEREAS, the City has an interest in the Public Utility Easement (PUE) along the perimeter of Owner's property which is located at 12243 South Srafer Gate Drive; and is further identified as lot 40-2 of the American Estates Management Center Commercial Subdivision as described on the official plat of said subdivision in the office of the Salt Lake County Recorder; and SUB Amended Plat No 3 09239-001

WHEREAS, Owner is desirous of obtaining a Building Permit from the City for the construction of A block retaining wall and sidewalk (Facilities") on the PUE; and

WHEREAS, other public utilities and governmental entities may have an interest in the PUE;

WHEREAS, the City has no authority whatsoever to bind other public utilities or governmental entities or grant permission on their behalf for Owner to place Facilities on the PUE and

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereby agree as follows:

1. For the sum of Fifty Dollars (\$50.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the City hereby grants a limited, revocable License to Owner to install and maintain the Facilities within the PUE, as described herein and as shown on Exhibit "A", attached hereto and by this reference made a part hereof. This License is subject to the interests of any other public utilities or governmental entity having an interest in the PUE.

2. Prior to the commencement of any work to construct or install said Facilities, the

Owner shall obtain a building permit from the City by submitting a building permit application with the required plans and specifications to the Building Department. Owner will make any changes to such plans and specifications as requested by the City.

3. Owner agrees not to erect any other structure within the PUE, other than said Facilities. Owner agrees to perform all construction pursuant to all applicable federal and state laws and regulations and City ordinances. Installation and maintenance of the Facilities on the PUE shall be at Owner's sole expense and risk.

4. At the City's written reasonable request, Owner will, at Owner's sole expense and within the time frame requested by the City, remove, replace or alter the Facilities installed by the owner on the PUE.

5. Owner acknowledges he/she has submitted adequate design information, including an accurate description of the Facilities and all Public Utility Easements that will be impacted by the Facilities, to Comcast, Dominion Energy, Century Link, Rocky Mountain Power, South Valley Sewer, WaterPro and any other applicable public utility companies, and has obtained written approval letters from each of these public utility companies authorizing the construction of the Facilities.

6. Owner acknowledges he/she is solely responsible for the accuracy of the information provided to the utility companies.

7. Owner acknowledges he/she is solely responsible for verifying that the approval of each utility company, including requirements, restrictions and/or limitations of said approval, is adequate to construct the Facilities within the PUE(s) for which this license is granted.

8. Owner hereby agrees to abide by the terms and conditions of approval required from said public utility companies.

9. Owner agrees to notify and obtain written approval from said public utility companies for any changes made to the design plans of the Facilities, as previously approved by said public utility companies, prior to constructions of the Facilities.

10. Owner agrees to provide City with copies of all written approval letters from said public utility companies as part of Owner's building permit application.

11. Owner agrees that nothing in this Agreement or subsequent and corresponding Building Permit diminishes the rights granted to the City or any public utility, as provided under Utah Code Annotated Section 54-3-27, to install, maintain, operate, repair, remove, replace or relocate public utility facilities within the PUE, and the City shall not be liable to Owner for any loss of use or damage to Permittee's Facilities resulting from such use.

12. Owner agrees, upon written notice from the City, to repair any damages caused to any public utility facility within the PUE as a result of Owner's or his/her agents successor's construction or use of Facilities.

13. This License is subject to revocation by the City for reasonable cause and at any time upon the expiration of thirty (30) days prior written notice sent to Owner at the Owner's above- stated address. Upon receipt of such notice, Owner shall remove the Facilities from the PUE and restore the surface of the PUE as near as possible to its condition prior to the date hereof at the Owner's sole expense.

14. Owner agrees to indemnify, hold harmless and defend the City, its agents and employees, 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 Owner's use of said PUE or any activities conducted thereon by Owner, or his/her/its agents, employees, invitees or trespassers.

15. This Agreement shall be recorded with the County Recorder and shall run with the land.

16. Any ambiguity in this Agreement shall be construed in favor of the City.

17. This Agreement embodies the entire agreement between the parties and it cannot be changed except through a written instrument signed by both parties.

18. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

19. In the event a dispute arises between the parties hereto with respect to this Agreement, the prevailing party to any action, brought to enforce the terms of this Agreement shall be entitled to recover against the other party the costs, expenses and attorney's fees incurred in such action.

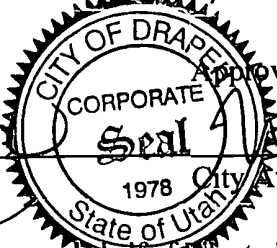
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

ATTEST:

[Signature]

ATTEST:

[Signature]
City Recorder



Approved as to Form:

[Signature]
City Attorney

"OWNER(S)"

[Signature] on behalf of Liberty Point Associates, LLC

"OWNER(S)"

OWNER(S) ACKNOWLEDGEMENT

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

[CORPORATE] On the ___ day of _____, 20__, personally appeared before me _____ who being by me duly sworn did say that (s)he is the _____ of _____, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.

[LLC] On the 1 day of July, 2019 personally appeared before me Lee Dial who being by me duly sworn did say that (s)he is the COO of Cowboy Partners, LC, the manager of Liberty Point Associates, 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.

[INDIVIDUAL] On the ___ day of _____, 20__, personally appeared before me _____ who being duly sworn, did say (s)he is the signer of the foregoing instrument, who duly acknowledged to me that (s)he executed the same.

[INDIVIDUAL] On the ___ day of _____, 20__, personally appeared before me _____ who being duly sworn, did say (s)he is the signer of the foregoing instrument, who duly acknowledged to me that (s) he executed the same.

My Commission Expires:

Notary Public

Residing at: _____

My Commission Expires:

6/28/2020

Mary Bradshaw

Notary Public

Residing at: Salt Lake City, Utah



REQUIRED UTILITY LETTERS

Comcast (Elysia Valdez)	1350 E. Miller Ave., Salt Lake City Phone 801-401-3017, Email jointTrench_Utah@comcast.com	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Dominion Energy (Pauline Caraveo)	1140 W. 200 S., Salt Lake City, Phone: 801-324-3437	Yes <input checked="" type="checkbox"/> No
Century Link (Brandon Michaelis)	1425 W. 3100 S., Salt Lake City, Phone: 801-974-8143 Cell: 385-228-8583	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rocky Mountain	Contact Customer Service, Phone: 1-888-221-7070 Make a work request for site at this number and your call will be returned.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
South Valley Sewer District	1253 W. Jordan Basin Ln, Bluffdale, Phone 801-571-1166	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Water Pro	12421 S. 800 E., Draper, Phone: 801-571-2232	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Revised 1/9/2018



South Valley Sewer District

1253 West Jordan Basin Lane · Bluffdale, Utah 84065
P.O. Box 629 · Riverton, Utah 84065
Phone: 801-571-1166 · Fax: 801-571-5339

May 14, 2019

Cowboy Partners
12243 E. Draper Gate Circle
Draper, UT 84020

Dear Cowboy Partners:

LOT 4D-2, American Estates Management Corp Commercial Sub Amended Plat No 3 of the Liberty Point project in Draper, Utah has a public utility easement on the property. South Valley Sewer District does not have any interest in the public utility easements for sewer service. It is the policy of the District that all sanitary sewer lines are located within a Sanitary Sewer Easement whenever possible.

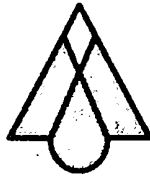
Furthermore, South Valley Sewer District has no record of any public sewer lines or sewer easements located on this lot. However, the District does have record of a private sewer line servicing Liberty Point Apartments that should be considered when constructing a retaining wall. A title company should be contacted to verify any encumbrances that may be located on this property.

If you have any questions, please contact our office.

Sincerely,

SOUTH VALLEY SEWER DISTRICT

Michael H. Foerster, PE
District Engineer



WATERPRO INC.
A Draper Irrigation Company

May 14, 2019

Re: PUE
1387 E Draper Parkway
Draper, UT

To Whom It May Concern,

Draper Irrigation Company does not currently own infrastructure or have plans for future infrastructure within a portion of the Public Utility Easement located along the Southern property line at 1387 E Draper Parkway, also known as the Liberty Point project.

However, there is infrastructure on the East and West ends of the mentioned PUE. For maintenance purposes the company has asked the owner to maintain a minimum of 10' separation between the proposed improvements and the existing infrastructure. All retaining walls are prohibited from crossing this infrastructure and retaining walls greater than 18" are prohibited within 10' of these mainlines. A 20' easement is being required by the owner to Draper Irrigation Company for the mainline running North and South, on the East end of this project. Retaining walls will not be allowed to cross this easement. See referenced map for area of release.

It is acceptable to Draper Irrigation Company for this portion of easement to be utilized according to the property owners' desire, upon permission by Draper City.

If there are any questions please call the office at 571-2232.

Sincerely,

Steve Cunningham
CAO/GIS Specialist

Quality on Tap!
Our Commitment  **Our Profession**



Comcast Cable Communications, Inc.
1350 E. Miller Ave.
Salt Lake City, Utah 84106
801-401-3041 Tel
801-255-2711 Fax

May 17, 2019

Jay Rich
12243 Draper Gate Dr.
Draper, UT 84020

To whom it may concern,

Comcast of Utah II grants permission to encroach upon the easement, which exists along the South line of the property located at 12243 Draper Gate Dr., Draper, UT 84020. As long as it does not interfere with or deny access to our existing facilities (Poles, cable, conduits, pedestal, electronics). Three feet of clearance must be maintained around all pedestals.

If you need our facilities to be moved, it can be done at your expense. If any damage is incurred to our facilities due to your encroachment, repairs will be done at your expense. Be sure to contact Blue Stakes to locate all utility services at least 48 hours before digging.

Sincerely,

Courtney Filizetti

Courtney Filizetti
Authorized Representative



12840 Pony Express Road
Draper, Utah 84020

May 24, 2019

Liberty Point Associates, LLC
6440 S Wasatch Blvd, Ste 100
Salt Lake City, UT 84121

Re: Request #6409527 Encroachment letter

To whom it may Concern:

As you requested, Rocky Mountain Power hereby consents to an encroachment of the utility easements in the Southwest corner running northwest approximately 165' and northeast approximately 775' of the property located at 12243 S Draper Gate Dr, Draper, UT to build a rock wall.

However, this consent does not waive or relinquish any rights necessary to the operation, maintenance, renewal, construction, repair, or removal of Power Company lines, conduit, or other power facilities, which are or may be located on said easement. Also, all clearances must be maintained from Power Company lines.

As consideration for the Power Company granting you permission to encroach upon said easement, it will be necessary for you to hold the Power company harmless from any and all claims for personal injuries or damages to property when such injuries or damages, directly or indirectly, arise out of the existence, construction, installation, maintenance, condition, use or presence of your structures upon said easement. Rocky Mountain Power shall not be responsible for any damages to structures or property located on said easement.

Sincerely,

Pam Neilson

Pam Neilson
Estimating Department
Jordan Valley Office
801-576-6250

Dominion Energy Utah
1140 West 200 South, Salt Lake City, UT 84104
Mailing Address:
P.O. Box 45360, Salt Lake City, UT 84145-0360
DominionEnergy.com



May 31, 2019

Chet Beckstead
McCarthur Homes
12243 S. Draper Gate Drive,
Draper, Utah 84020

RE: Public Utility Easement Encroachment
American Estate Management Corp. Commercial Subdivision Amended Plat No. 3.

Whom It May Concern;

As per your request, QUESTAR GAS COMPANY, a corporation of the State of Utah, dba Dominion Energy Utah, consents to an encroachment of the public utility easements as follows.

Dominion Energy has an existing 2" Intermediate Pressure Pipeline (IHP) gas line located in the Public Utility Easement (PUE) which runs along the frontage of the subject property. Typically no structures of any kind are allowed within the PUE. Although the proposed Retaining Wall is a structure that has its own footings, it is not a habitable building and does not cover or interfere with the operation of our gas line. For this reason Dominion Energy will allow this Retaining Wall to remain within the PUE provided that when any additional work over the existing gas is to be done, the contractor will call 811 Blue Stakes and have the gas line and other utilities located.

Dominion Energy does not disclaim any interest in the easement, but maintains any rights it may have under Utah statute to future use of the easement. It is also understood that the property owner does not waive any obligations they may have under the statutes.

If you have any questions please feel free to give me a call at 801-324-3183.

Sincerely,

A handwritten signature in black ink that reads "Chris B. Balling".

Chris B. Balling
Property & Right of Way Agent

Exhibit A

Legal Description

A public utility easement being ten (10) feet in width and lying Northerly and parallel of the following described line common to Draper Parkway and Lot 4D-2:

Beginning at a point South 89 degrees 42' 54" East 209.43 feet along the North line of said Southwest Quarter, from the West ¼ Corner of Section 28, Township 3 South, Range 1 East, Salt Lake Base and Meridian; said point also being the Northwest Corner of Lot 4D-2 of American Estate Management Corp. Commercial Subdivision Amended Plat No. 3, and running along said Lot 4D-2 the following 5 courses; South 89 degrees 42' 54" East 160.49 feet to the beginning of a non-tangent curve concave to the East with a radius of 900.00 feet and radial bearing of South 86 degrees 56' 01" West, and Southeasterly along said curve a distance of 471.24 feet, through a central angle of 30 degrees 00' 00" to the point of compound curvature concave to the Northeast with a radius of 300.28 feet, and Easterly along said curve a distance of 401.47 feet, through a central angle of 76 degrees 36' 16" to a point of compound curvature concave to the North with a radius of 900.00 feet, and Easterly along said curve a distance of 568.55 feet, through a central angle of 36 degrees 11' 41"; and South 00 degrees 31' 57" West 307.50 feet to the North line of Draper Parkway and the point of beginning of this description; thence South 54 degrees 22' 32" West 252.81 feet to the beginning of a non-tangent curve concave to the North with a radius of 905.00 feet and a radial bearing of South 36 degrees 55' 29" East, thence Westerly along said curve 769.69 feet, through a central angle of 48 degrees 43' 46" to the point of terminus.

ALSO:

A public utility easement being twenty-five (25) feet in width and lying Easterly and parallel of the following described centerline of Draper Gate Drive common to said Lot 4D-2:

Beginning at a point South 89 degrees 42' 54" East 209.43 feet along the North line of said Southwest Quarter, from the West ¼ Corner of Section 28, Township 3 South, Range 1 East, Salt Lake Base and Meridian; said point also being the Northwest Corner of Lot 4D-2 of American Estate Management Corp. Commercial Subdivision Amended Plat No. 3, and running along said Lot 4D-2 the following 7 courses; South 89 degrees 42' 54" East 160.49 feet to the beginning of a non-tangent curve concave to the East with a radius of 900.00 feet and radial bearing of South 86 degrees 56' 01" West, and Southeasterly along said curve a distance of 471.24 feet, through a central angle of 30 degrees 00' 00" to the point of compound curvature concave to the Northeast with a radius of 300.28 feet, and Easterly along said curve a distance of 401.47 feet, through a central angle of 76 degrees 36' 16" to a point of compound curvature concave to the North with a radius of 900.00 feet, and Easterly along said curve a distance of 568.55 feet, through a central angle of 36 degrees 11' 41"; and South 00 degrees 31' 57" West 307.50 feet to the North line of Draper Parkway and South 54 degrees 22' 32" West 252.81 feet to the beginning of a non-tangent curve concave to the North with a radius of 905.00 feet and a radial bearing of South 36 degrees 55' 29" East, and Westerly along said curve 769.69 feet, through a central angle of 48 degrees 43' 46" to the centerline of Draper Gate Drive and the point of beginning of this description; thence North 11 degrees 48' 16" East 8.93 feet to the beginning of a tangent curve concave to the West with a radius of 165.00 feet; thence Northerly along said curve 127.48 feet, through a central angle of 44 degrees 16' 06"; thence North 32 degrees 27' 49" West 196.86 feet to the beginning of a tangent curve concave to the Northeast with a radius of 1,000.00 feet; thence Northerly along said curve 152.78 feet, through a central angle of 08 degrees 45' 13"; thence North 23 degrees 42' 36" West 92.36 feet to the point of terminus.