

12-033-0030,0047,0060  
0037

**RESOLUTION NO. 10-15-2019B**

12-032-0052,0056  
0074,0103

**A RESOLUTION ACCEPTING AN EASEMENT FOR  
THE INSTALLATION AND MAINTENANCE  
OF A SANITARY SEWER PIPELINE**

**WHEREAS**, West Point City has identified the 200 South sanitary sewer pipeline as a high priority project on the Capital Facilities Plan; and

**WHEREAS**, impact fee money will be collected to pay for the installation of said pipeline; and

**WHEREAS**, an easement is necessary to install the pipeline on private property owned by the Church of Jesus Christ of Latter-Day Saints; and

**WHEREAS**, the Church of Jesus Christ of Latter-Day Saints is willing to grant an easement because the pipeline will be mutually beneficial; and

**WHEREAS**, an easement document has been prepared and said easement will be in the name of West Point City.

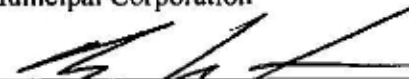
**NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED**, by the City Council of West Point City as follows:

1. The City Council hereby accepts the easement document, which is attached hereto and incorporated by this reference.
2. The Mayor is hereby authorized to sign and execute said easement.

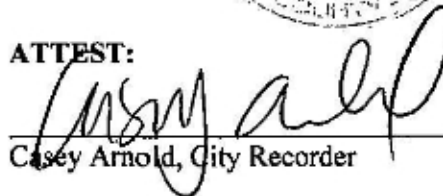
**PASSED AND ADOPTED** this 15<sup>th</sup> day of October, 2019.



**WEST POINT CITY,**  
A Municipal Corporation

By:   
Erik Craythorne, Mayor

**ATTEST:**

  
Casey Arnold, City Recorder

When Recorded Return to:  
West Point City  
Attention: Boyd Davis  
3200 West 300 North  
West Point City, UT 84115

*EASEMENT*

For and in consideration of ONE DOLLAR and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by the West Point City Corporation, created, organized and existing under the laws of the State of Utah having its principal place of business at 3200 West 300 North, West Point City, County of Davis, State of Utah, hereinafter referred to as "GRANTEE," paid to The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, formerly known as, Corporation of the Presiding Bishopric of the Church of Jesus Christ of Latter Day Saints, a Utah corporation sole, hereinafter collectively and individually referred to as "GRANTOR", the owner(s) of certain real property located in Davis County, Utah (the "GRANTOR PROPERTY"); GRANTOR HEREBY GRANTS AND CONVEYS, WITHOUT WARRANTY, unto GRANTEE, its successors and assigns, a perpetual easement and right-of-way under for the purpose of, but not limited to, installation, construction, operation, repair, removal, replacement, inspection, protection and maintenance of sanitary sewer pipes and other water distribution and transmission structures and facilities, along with the necessary accessories and appurtenances used in connection therewith (hereinafter called "FACILITIES"), together with the right to enter upon the EASEMENT AREA, as defined below, for such purposes, in, on, over, under, through, and along the EASEMENT AREA located in Davis County, Utah, which is more particularly described and defined as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns, so long as all or any portion of the FACILITIES shall be maintained, with the right of ingress and egress in GRANTEE, its officers, employees, representatives, agents, and assigns (collectively, "GRANTEE'S AGENTS") to enter upon the EASEMENT AREA with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. GRANTEE shall enter upon the EASEMENT AREA from existing roads at its sole risk and hazard, and GRANTEE and its successors and assigns, hereby release GRANTOR from any and all claims relating to the condition of the EASEMENT AREA and the entry upon the EASEMENT AREA by GRANTEE and GRANTEE'S AGENTS.

GRANTEE accepts the EASEMENT AREA and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the EASEMENT AREA. GRANTEE hereby waives all warranties, express or implied, regarding the title, condition and use of the EASEMENT AREA, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

GRANTEE, at its sole cost and expense, shall maintain and repair the FACILITIES and any and all related improvements installed by GRANTEE, in good order and condition. GRANTEE shall

promptly repair any damage to the GRANTOR PROPERTY and GRANTOR's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by GRANTEE and/or GRANTEE'S AGENTS, and shall restore the GRANTOR PROPERTY and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the GRANTOR PROPERTY by GRANTEE and GRANTEE'S AGENTS. GRANTEE's restoration responsibilities shall also include, but not be limited to: (i) removal of all improvements, equipment or materials other than the FACILITIES which it has caused to be placed upon the GRANTOR PROPERTY; (ii) mounding of the same topsoil which was originally removed in the excavation process, in all areas excavated by GRANTEE such that the mounded areas shall settle to the approximate depth of the surrounding surface after the construction activities; (iii) the filling in and repairing of all other portions of the GRANTOR PROPERTY which are damaged, rutted or otherwise disturbed as a result of GRANTEE's operations with the same topsoil existing prior to said construction activities as necessary such that all disturbed areas are ready for re-vegetation; (iv) compacting the soil after it is backfilled to a density acceptable to GRANTOR; (v) grading the areas in which the soils were removed and relocated; and (vi) leaving the GRANTOR PROPERTY in a condition which is clean, free of debris and hazards which may be caused by GRANTEE's activities, and subject to neither, environmental hazards, nor liens caused by GRANTEE's activities.

GRANTEE shall keep the EASEMENT AREA and the GRANTOR PROPERTY free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under GRANTEE, and shall indemnify, hold harmless and agree to defend GRANTOR from any liens that may be placed on the EASEMENT AREA and/or the GRANTOR PROPERTY pertaining to any work performed, materials furnished, or obligations incurred by, through, for, or under GRANTEE or any of GRANTEE'S AGENTS. Any such liens shall be released of record within thirty (30) days.

GRANTOR shall not build or construct or cause or allow to be built or constructed within, over or across the easement and right-of-way described herein any permanent buildings or structures, whether the same shall have been brought, placed or constructed upon the said premises by GRANTORS or by GRANTOR'S successors, guests, tenants, subsequent purchasers, assigns, invitees or anyone else without the prior written consent of GRANTEE, which consent shall not be unreasonably withheld, conditioned, or delayed.

Notwithstanding anything to the contrary stated herein, GRANTOR hereby reserves the right to use the EASEMENT AREA for any use not inconsistent with GRANTEE's permitted use of the EASEMENT AREA. Without limiting the above, GRANTOR reserves the right to grant additional rights, easements or encumbrances to other third parties to use or occupy the EASEMENT AREA (or the surface of the GRANTOR PROPERTY above same). GRANTEE hereby understands and agrees that this EASEMENT is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by GRANTOR to use the EASEMENT AREA and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of the easement rights granted hereby.

GRANTEE shall obtain and maintain a policy of commercial general liability insurance sufficient to insure its interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the EASEMENT AREA and adjacent areas. GRANTOR shall be named as an additional insured on each such policy. GRANTEE shall have the right to satisfy its

insurance obligation under this EASEMENT by means of self-insurance. GRANTEE shall provide GRANTOR with proof of such insurance prior to exercising its rights under this EASEMENT.

GRANTEE hereby agrees to indemnify, save, defend (with counsel reasonably acceptable to GRANTOR) and hold harmless GRANTOR, and any entity controlling, controlled by, or under control with Grantor, and its and their Affiliates' officers, directors, employees, managers, members, agents and servants ("AFFILIATES") from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage that may be incurred by GRANTOR or its AFFILIATES as a result of any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or arising out of, either directly or indirectly, (i) the use of the EASEMENT AREA by GRANTEE and/or GRANTEE'S AGENTS; (ii) any entry onto the EASEMENT AREA and/or the GRANTOR PROPERTY by GRANTEE and/or GRANTEE'S AGENTS; and (iii) any work performed on the EASEMENT AREA by GRANTEE and/or GRANTEE'S AGENTS, except to the extent caused directly by GRANTOR and/or its AFFILIATES.

This permanent grant and EASEMENT shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the GRANTOR has executed this EASEMENT  
this 22 day of October, 2019.

County Parcel No's. 120320052<sup>X</sup>                      Acreage: 1.669  
                                  120320056<sup>\</sup>  
                                  120320074<sup>\</sup>  
                                  120330030<sup>x</sup>  
                                  120330047<sup>\</sup>  
                                  120330060<sup>v</sup>  
                                  120330037<sup>x</sup>  
                                  12-032-0103

**GRANTOR:**

**THE CHURCH OF JESUS CHRIST OF LATTER-  
DAY SAINTS, a Utah corporation sole, fka  
CORPORATION OF THE PRESIDING BISHOP OF  
THE CHURCH OF JESUS CHRIST OF LATTER-DAY  
SAINTS, a Utah corporation sole**

By: *Ashley Powell*  
Name: \_\_\_\_\_  
Its: ASHLEY POWELL  
AUTHORIZED AGENT

STATE OF UTAH                      )  
  :SS  
COUNTY OF SALT LAKE        )

On this 22<sup>nd</sup> day of October, 2019, personally appeared before me  
Ashley Powell, personally known to me to be the Authorized Agent of THE  
CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, fka CORPORATION OF THE PRESIDING  
BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole,  
who acknowledged before me that he signed the foregoing instrument as Authorized Agent for the THE  
CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS; and that said instrument is the free and  
voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he  
was authorized to execute said instrument on behalf of said Corporation and that said Corporation executed  
the same.

WITNESS my hand and official seal.



*Lynette Asay*  
Notary Public for the  
State of Utah

EXHIBIT A



9-19-19

**SEWER EASEMENTS  
WEST POINT CITY, DAVIS COUNTY, UTAH**

**EASEMENT A (30' WIDE SEWER EASEMENT)**

A 30 FOOT WIDE SEWER EASEMENT FOR A PROPOSED SEWER LINE BEING PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING S89°53'19"E ALONG THE SECTION LINE, 1355.92 FEET AND N00°06'41"E 110.00 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 4; THENCE S00°06'41"W 30.00 FEET; THENCE N89°53'19"W 1322.99 FEET; THENCE N00°03'50"E 30.00 FEET; THENCE S89°53'19"E ALONG THE SOUTHERLY LINE OF YALECREST TOWNS AND ITS EXTENSION, 1323.01 FEET TO THE POINT OF BEGINNING. CONTAINING 39,690 SQUARE FEET OR 0.911 ACRES MORE OR LESS

**EASEMENT B (20' WIDE SEWER EASEMENT)**

PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF YALECREST TOWNS, SAID POINT BEING S89°53'19"E ALONG THE SECTION LINE, 1324.50 FEET AND N00°06'41"E 110.00 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 4; THENCE N00°05'32"E ALONG THE EASTERLY LINE OF SAID YALECREST TOWNS, 20.00 FEET; THENCE S89°53'19"E 3608.02 FEET; THENCE N29°36'53"E 31.47 FEET MORE OR LESS TO THE WESTERLY LINE OF A 20 FOOT WIDE UTILITY EASEMENT RECORDED AS ENTRY NO. 2117649 IN BOOK 3900 AT PAGE 699 IN THE DAVIS COUNTY RECORDER'S OFFICE; THENCE S00°00'35"W ALONG SAID WESTERLY LINE, 47.39 FEET; THENCE N89°53'19"W 3623.60 FEET TO THE POINT OF BEGINNING. CONTAINING 72,685 SQUARE FEET OR 1.669 ACRES MORE OR LESS



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ogden@reeve-assoc.com • reeve-assoc.com

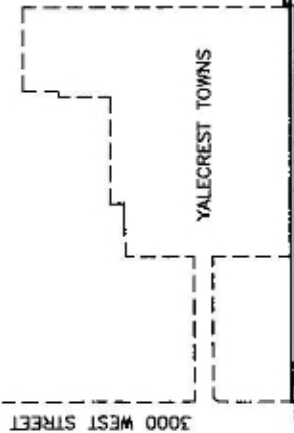
# SEWER EASEMENT EXHIBIT

3199059  
BK 7377 PG 949



THE POINT  
APARTMENTS

20 FOOT WIDE UTILITY  
EASEMENT RECORDED  
AS ENTRY NO.  
2117649 IN BOOK  
3900 AT PAGE 699



200 SOUTH CORRIDOR

EASEMENT B  
(20' WIDE SEWER  
EASEMENT)

EASEMENT A  
(30' WIDE SEWER  
EASEMENT)

3000 WEST STREET



**Reeve & Associates, Inc.**  
200 S. 100 E. RENOVALE, UT 84050  
TEL: (801) 871-1200 FAX: (801) 871-1200 WWW.RA-UT.COM  
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### Project Info.

Designer: N. ANDERSSON  
Date: 9-19-19  
Name: THE POINT APTS.  
Number: 6407-14  
Scale: 1"=400'