

## RIGHT OF WAY CONTRACT

<b>Project Name</b>	Copperton Storm Drain		
<b>County of Property</b>	Salt Lake County	<b>Tax ID / Sidwell No:</b>	26-17-128-012
<b>Property Address:</b>	10325 South Apex Road, Copperton, Utah, 84005		
<b>Owner / Grantor (s):</b>	<b>CASEY A. KING and DAVID J. BARKER</b>		
<b>Owner's Address:</b>	10325 South Apex Road, Copperton, Utah, 84005		
<b>Owner's Home Phone</b>	801-864-6049 Casey		

**IN CONSIDERATION** of the foregoing and other consideration hereinafter set forth, it is mutually agreed by the parties as follows:

The Owner/Grantor hereby agrees to sell a portion of the property located at 10325 South Apex Road, which is to grant a perpetual easement on and over the area more particularly described in the Easement Agreement (the "Easement Area") hereto as Exhibit A, to Copperton Metro Township, a body corporate and politic of the State of Utah (hereinafter "Municipality"), for Stormwater Drainage Purposes for the amount of **\$26,300**.

1. Upon signing this Right of Way Contract ("Contract"), Owner consents to allow the Municipality and its agents to enter the Easement Area in order to conduct any necessary testing (such as environmental or geotechnical), surveying, or other due diligence.
2. Owner shall leave the Easement Area in the same condition as it was when this Contract was signed. No work, improvement, or alteration will be done to the Easement Area other than what is provided for in this Contract. Owner agrees to maintain the Easement Area until the Municipality takes possession. Owner agrees not to sell the Easement Area to anyone else, or to enter into any contract that will affect the use of the Easement Area when the Municipality takes possession.
3. Owner agrees to transfer the Property Easement area free of all debris and toxic materials (including paint or other household products).
4. All fixtures and improvements are to remain with the Property, including landscaping, retaining walls, fences, etc.
5. Closing shall occur on or before **3-31-24**, at Salt Lake County offices or, at the option of the Municipality, at the offices of a title company selected by the Municipality. The Easement Area will be granted by the Owner to the Municipality by the Perpetual Easement in the form attached hereto as Exhibit A.
6. Owner understands and agrees that the Municipality will not accept delivery of the Easement from the Right of Way Agent, and will not take ownership of the Property, unless and until the County is satisfied with (a) the status of title to the Property and the Easement Area, and (b) the physical and environmental condition of the Property and the Easement Area.
7. Owners bear all risk of loss or damage to the Property until Closing.
8. Owner agrees to pay any and all taxes assessed against the Property to the date of closing. the Municipality agrees to pay all taxes assessed against the Property from and after the date of closing.
9. Owner understands that at Closing the Municipality may pay the full amount of **\$26,300** directly to Owner.
10. The term Stormwater Drainage Purposes is defined in Exhibit A of the Easement Agreement.
11. Owner is aware that Utah Code Ann. § 78B-6-520.3 provides that in certain circumstances, the seller of property, which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor waives any right under Utah Code Ann. § 78B-6-520.3 that Grantor may have to repurchase the property being acquired herein. This Contract contains the entire agreement between Owner and the Municipality, and it shall be governed by the laws of

governed by the laws of the State of Utah. The undersigned represent and warrant that they have authority to sign on behalf of Owners.

13. ADDITIONAL TERM:

Total Settlement \$26,300.00

Owner understands and acknowledges that this Contract is not binding until approved by the Municipality.

Owners' Initials CK/AB

IN WITNESS WHEREOF, the parties have executed this Contract as of this the 14 day of March, 2024.

Copperton Metro Township

Owner/Grantor

\_\_\_\_\_  
Mayor or Designee

\_\_\_\_\_  
Date

[Signature] 3/14/24  
Owner/Grantor Date  
Casey King

Owner/Grantor

[Signature] 3-14-24  
Owner/Grantor Date  
David Barker

**Exhibit A**  
(conveyance documents attached)

WHEN RECORDED RETURN TO:

Casey King and David Barker  
10325 South Apex Road  
Copperton, Utah 84006

Space above for County Recorder's Use

Parcel No. 1:E  
Tax Parcel No. 26-17-128-012  
S.L.County Surveyor W.O. # W121523023

**EASEMENT**

**THIS GRANT OF EASEMENT** (this “Grant of Easement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by **CASEY A. KING and DAVID J. BARKER** (“Grantors”), whose address is 10325 South Apex Road, Copperton, Utah, 84005, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants and conveys against all those claiming by, through or under Grantor the Easement (defined below) located on, over, and across certain real property owned by Grantor in Salt Lake County, Utah and more particularly described in Exhibit A attached hereto (the “Property”) to COPPERTON METRO TOWNSHIP, a body corporate and politic of the State of Utah (“Grantee”), a perpetual, non-exclusive easement, for the purpose of installing, operating, repairing, replacing, and maintaining storm drainage conveyance improvements or structures over, under, through, and across the Property (the “Easement”).

Grantor reserves the right to use the Property, to place or grant other easements on, along, across, or under the Property, and to otherwise make improvements to the Property, provided that the Grantor shall not unreasonably interfere with Grantee’s use of the Easement.

The Easement is hereby conveyed to Grantee “AS IS”, “WHERE IS”, without representations or warranties, either express or implied, “with all faults”, including but not limited to both latent and patent defects. This Grant of Easement shall be deemed to run with the Property and shall be binding upon and inure to the benefit of the successors and assigns of Grantor.

The provisions of this Grant of Easement shall be governed by and construed in accordance with the laws of the State of Utah. If any provision of this Grant of Easement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Grant of Easement and the application of such provision to other persons or circumstances shall not be affected thereby, and shall be enforced to the extent permitted by applicable law. The persons signing below hereby represents and warrants that they are authorized to execute the Grant of Easement.

**IN WITNESS** the hand of said Grantor(s), this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

By: \_\_\_\_\_  
CASEY A. KING

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

By: \_\_\_\_\_  
DAVID J. BARKER

On the date first above written personally appeared before me, CASEY A. KING and DAVID J. BARKER, the signers of the within instrument, who duly acknowledged to me that they executed the same.

**WITNESS** my hand and official stamp the date in this certificate first above written:

Notary Public \_\_\_\_\_

My Commission Expire \_\_\_\_\_

Residing in: \_\_\_\_\_

**EXHIBIT A  
TO  
EASEMENT AGREEMENT**

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Legal Description of the Property

The real property referenced in the foregoing instrument as the Storm Drain Easement is located in Salt Lake County, Utah and is more particularly described as:

A Storm Drain Easement being part of the property in that Quit Claim Deed, recorded as Entry #13783124, in Book 11244, at Page 7438, in the Office of the Salt Lake County Recorder. Said storm drain easement is located in the Northwest Quarter of Section 17, Township 3 South, Range 2 West, Salt Lake Base & Meridian and is described as follows:

The North 20 feet of Lot 235, Copperton #1 Subdivision, platted and recorded at Entry #1492673, in Book Q, on Page 80, in said Salt Lake County Recorder's Office.

The above described storm drain easement contains 2,760 square feet in area, or 0.063 acre, more or less.

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

**BASIS OF BEARING** is N. 89°02'00" W. along the northerly section line between the Northeast corner and the Northwest corner of said Section 17, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

# EXHIBIT "B"

APEX ROAD  
(8550 West)

COPPERTON CIRCLE  
(8520 West)

Watters Living Trust  
26-17-129-005  
Lot 12

Logan & Joyce Sauter  
26-17-129-006  
Lot 11

COPPERTON #2 SUBDIVISION  
Book 79-6 Page 215

Matt Mietchen & Braden Nixon  
26-17-129-007  
Lot 10

COPPERTON #1 SUBDIVISION  
Book "Q" Page 80

Michelle Nicoletti  
26-17-128-029  
Lot 8

Stephen Todd  
26-17-129-008  
Lot 9

Green Living Trust  
26-17-128-010  
Lot 233

Crystal Echols  
26-17-128-011  
Lot 234

Kennecott  
Utah Copper Corp.  
26-17-200-005-4002

NORTH 20'

Casey King & David Barker  
26-17-128-012  
Lot 235

26-17-128-030




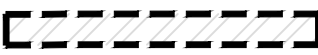
Matthew Brown  
26-17-128-031  
Lot 236

Lot 237

Lot 238



## LEGEND

-  SUBDIVISION BOUNDARY
-  EXISTING CENTERLINE
-  LOT LINE
-  PERPETUAL STORM DRAIN EASEMENT

0' 30 60 120



Scale in Feet

1"=60'



Copperton Storm Drain Easement  
Casey King & David Barker  
10325 South Apex Road

Prepared for:  
Salt Lake County Engineering Dept.

Sec. 17, T.3 S., R.2 W., S.L.B.&M.  
Work Order No. W101823133

Prepared by the Office of:

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

2001 S. State St. #N1-400  
Salt Lake City, Utah 84114-4575  
(385) 468-8240

WHEN RECORDED RETURN TO:

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10325 South Apex Road  
Copperton, Utah 84006

Space above for County Recorder's Use

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Parcel No. 1:E  
Tax Parcel No. 26-17-128-012  
S.L. County Surveyor W.O. # W121523023

IN WITNESS the hand of said Grantor(s), this 14 day of March, 20 24.

By: [Signature]  
CASEY A. KING

By: [Signature]  
DAVID J. BARKER

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

On the date first above written personally appeared before me, CASEY A. KING and DAVID J. BARKER, the signers of the within instrument, who duly acknowledged to me that they executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public [Signature]

My Commission Expire Feb. 1, 2027

Residing in: West Jordan

Commission # 729141



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& Braden Nixon  
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COPPERTON #1 SUBDIVISION  
Book "Q" Page 80

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26-17-128-030




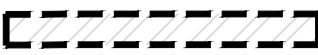
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