

REQUEST FOR COUNCIL ACTION

SUBJECT: Release of Easements

SUMMARY: The City of West Jordan still owns old abandoned water lines and the associated easements across a commercial shopping center in Midvale, Utah. According to the City's Public Works department, the water lines and easements were abandoned years ago with no intent to reuse them. To that end, the property owner is requesting that the City terminate its rights to the property since the water lines and easements are no longer unusable.

**FISCAL
IMPACT:** None.

STAFF RECOMMENDATION:

Staff recommends approval.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 15-56 declaring the water lines and the associated easements described in the Release of Easement and Deed documents attached hereto surplus to the City's needs and authorizing the Mayor to execute the same after they have been approved as to legal form by the City Attorney."

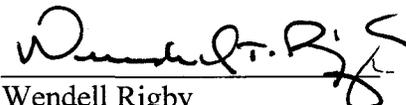
Roll Call vote required

Prepared by:



David Clemence
Real Estate Services Manager

Recommended by:



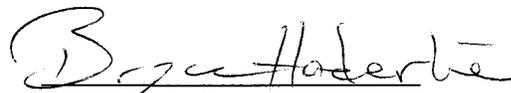
Wendell Rigby
Public Works Director

Reviewed as to legal sufficiency:



Jeffrey Robinson
City Attorney

Recommended by:



Bryce Haderlie
Interim City Manager

BACKGROUND DISCUSSION:

Beginning in the 1940's, various water line easements were granted to the West Side Water System, a Utah corporation, and the Town of West Jordan to carry water from the Proctor Well site in Sandy, Utah, to the residents and farmers in West Jordan. Sometime in the 1960's the Town of West Jordan became the successor-in-interest to the West Side Water System.

The water lines have not been used since the mid-1970's and the Proctor Well site has not been in operation since the mid-1990's. From the mid-70's to the mid-90's the water from the Proctor Well site was transmitted through the Jordan Valley Water Conservancy District's water lines, which traversed a different alignment covered by the District's own easements. The City then sold the old Proctor Well site in September of 2012. Therefore, the City's old water lines and the associated easements are no longer useable.

Specific to the current request, the easements proposed to be declared surplus were filed with the Salt Lake County Recorder in 1942, 1975 and 1976, and have encumbered the titles to several private properties ever since. The City has been asked to release its interest in the easements and City staff recommends doing so in order to release the City of any liability that may arise from owning an interest in said private properties and in the old water lines abandoned therein.

The water lines and easements proposed to be declared surplus are described in the three Release of Easement and Deed documents attached hereto.

Pursuant to the West Jordan Municipal Code, each City Department Director was given an opportunity to review the proposed property disposal and none of the Department Director's found a need for using the property.

Attachments:

Resolution

Release of Easement and Deed (3)

Copies of the Original Easements (3)

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 15-56

**A RESOLUTION DECLARING THREE WATER LINE EASEMENTS
SURPLUS AND AUTHORIZING THE MAYOR TO EXECUTE A
RELEASE OF EASEMENT AND DEED FOR EACH ONE**

Whereas, the West Side Water System, a Utah corporation, and the Town of West Jordan constructed water lines within three water line easements in Midvale, Utah, in 1942, 1975 and 1976; and

Whereas, the City of West Jordan became the successor-in-interest to both the West Side Water System and the Town of West Jordan; and

Whereas, the owners of the private properties encumbered by the water lines and easements have requested that the City relinquish its rights to the property; and

Whereas, the City does not currently use or have a future plan to use the old abandoned water lines or the associated easements; and

Whereas, the City Council has determined that declaring the abandoned water lines and the associated easements surplus and executing a Release of Easement and Deed for each one is an appropriate method of clearing the title to, and relieving the City of any liability in, each private property encumbered by the water lines and easements; and

Whereas, the City is allowed to surplus and dispose of real and personal property pursuant to the West Jordan City and Utah Codes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The water lines and easements described in the Release of Easement and Deed documents attached hereto are hereby declared surplus to the City's needs.

Section 2. The Mayor is authorized and directed to execute the Release of Easement and Deed documents attached hereto after they have been approved as to legal form by the City Attorney.

Section 3. This resolution shall take effect immediately.

Res 15-54

Adopted by the City Council of West Jordan, Utah, this 25th day of March, 2015.

CITY OF WEST JORDAN

ATTEST:

By: _____
MELANIE S. BRIGGS, MMC
City Clerk

By: _____
KIM V. ROLFE
Mayor

Voting by the City Council

"AYE"

"NAY"

Council Member Jeff Haaga
Council Member Judy Hansen
Council Member Chris McConnehey
Council Member Chad Nichols
Council Member Ben Southworth
Council Member
Mayor Kim V. Rolfe

WHEN RECORDED, PLEASE RETURN TO:

Mark T. Burton, Chief Investment Officer
Excel Trust
Gateway Tower West
15 West South Temple, Suite 900
Salt Lake City, Utah 84101

Portions of SLC Co Tax Parcel Numbers: See Attached

**RELEASE OF AGREEMENT
AND
DEED**

WHEREAS, on April 4, 1942, John W. Richards conveyed to West Side Water System, a corporation organized and existing under and by virtue of the laws of the State of Utah, a RIGHT OF WAY AGREEMENT for laying, maintaining, operating, repairing, removing and replacing a culinary water pipe line (the "Facilities") through and across the following described land and premises in Salt Lake County, State of Utah, to wit:

Commencing 6.10 chs. W and 0.3 chs. S from Center NE $\frac{1}{4}$ Sec. 29, T2S, R1E, SLB&M, N 25° E 2.84 chs; S 56° E 7.96 chs.; S 38° E 3.86 chs.; S 32° W 20 Rds. To Union Ditch NW on Ditch 15 Rds. North, N 17° E 3 Rds. To Cahoon Ditch NW along Ditch 11.80 chs. N to beginning;

AND,

WHEREAS, the Right of Way Agreement was filed in the office of the Salt Lake County Recorder on May 7, 1942, under Entry Number 928625, in Book 309, at Page 500; and

WHEREAS, the Right of Way Agreement and Facilities are no longer used for the purposes for which they were intended;

NOW, THEREFORE, the City of West Jordan, Utah, a municipal corporation and political subdivision of the State of Utah, as successor-in-interest to West Side Water System, does hereby surrender, relinquish, remise and quitclaim all of its right, title, interest, duties and liabilities in and to the above described Right of Way Agreement, and in and to the Facilities situated in, under, through and across the above described property, to the present record owners thereof, as their interests may appear.

Portions of Salt Lake County Tax Parcel Numbers

22-29-201-023

22-29-201-024

22-29-201-025

22-29-201-026

22-29-201-027

22-29-202-041

22-29-202-042

22-29-202-044

22-29-202-045

22-29-202-046

22-29-202-047

22-29-202-048

22-29-202-050

22-29-202-052

22-29-202-053

22-29-202-057

22-29-202-058

22-29-202-060

22-29-202-061

22-29-202-063-4001

22-29-202-063-4002

22-29-228-009

22-29-228-011

22-29-228-013

22-29-252-011

22-29-252-012

WHEN RECORDED, PLEASE RETURN TO:

Mark T. Burton, Chief Investment Officer
Excel Trust
Gateway Tower West
15 West South Temple, Suite 900
Salt Lake City, Utah 84101

Portions of SLCo Tax Parcel Numbers: See Attached

**RELEASE OF AGREEMENT
AND
DEED**

WHEREAS, on June 17, 1975, Hermes Associates, a Utah partnership, conveyed to The Town of West Jordan, a municipal corporation of the State of Utah, a RIGHT OF WAY AGREEMENT for the laying, maintaining, operating, repairing, removing and replacing an eight inch (8") culinary water pipe line (the "Facilities") through and across the following described land and premises in Salt Lake County, State of Utah, to wit:

Beginning at a point on the South right-of-way line of a Salt Lake County road, known as Fort Union Boulevard, said point being S 00°04'01" W 445.76 feet along a ¼ section line and N 51°21'20" E 133.944 feet along said South right-of-way line from the North ¼ corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence: S 16°58'35" E 609.253 feet to the North right-of-way line of the East Jordan Canal; thence along said North line of canal for the next four courses and distances: N 73°01'25" E 185.111 feet; thence S 78°26'00" E 415.091 feet; thence S 86°27'07" E 169.65 feet; thence N 80°14' E 28.837 feet; thence leaving said North line of canal and running N 16°58' W 1163.676 feet to the South right-of-way line of said county road; thence along said South right-of-way line S 51°21'20" W 793.507 feet to the point of beginning;

AND,

WHEREAS, the Right of Way Agreement was filed in the office of the Salt Lake County Recorder on June 18, 1975, under Entry Number 2718108, in Book 3892, at Page 35; and

WHEREAS, the Right of Way Agreement and Facilities are no longer used for the purposes for which they were intended;

Portions of Salt Lake County Tax Parcel Numbers

22-29-201-023
22-29-201-024
22-29-201-025
22-29-201-026
22-29-201-027
22-29-202-041
22-29-202-042
22-29-202-044
22-29-202-045
22-29-202-046
22-29-202-047
22-29-202-048
22-29-202-050
22-29-202-052
22-29-202-053
22-29-202-057
22-29-202-058
22-29-202-060
22-29-202-061
22-29-202-063-4001
22-29-202-063-4002
22-29-228-009
22-29-228-011
22-29-228-013
22-29-252-011
22-29-252-012

WHEN RECORDED, PLEASE RETURN TO:

Mark T. Burton, Chief Investment Officer
Excel Trust
Gateway Tower West
15 West South Temple, Suite 900
Salt Lake City, Utah 84101

Portions of SLCo Tax Parcel Numbers: See Attached

**RELEASE OF AGREEMENT
AND
DEED**

WHEREAS, on February 17, 1976, Hermes Associates, a Utah partnership, conveyed to The Town of West Jordan, a municipal corporation of the State of Utah, a RIGHT OF WAY AGREEMENT for the laying, maintaining, operating, repairing, removing and replacing an eight inch (8") culinary water pipe line (the "Facilities") through and across the following described land and premises in Salt Lake County, State of Utah, to wit:

Beginning at a point on the South right-of-way line of a Salt Lake County road, known as Fort Union Boulevard, said point being S 00°04'01" W 445.76 feet along a ¼ section line and N 51°21'20" E 112.423 feet along said South right-of-way line from the North ¼ corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence: S 16°58'35" E 601.307 feet to the North right-of-way line of the East Jordan Canal; thence along said North line of canal for the next four courses and distances: N 73°01'25" E 205.111 feet; thence S 78°26'00" E 415.091 feet; thence S 86°27'07" E 169.65 feet; thence N 80°14' E 28.837 feet; thence leaving said North line of canal and running N 16°58' W 1163.676 feet to the South right-of-way line of said county road; thence along said South right-of-way line S 51°21'20" W 815.028 feet to the point of beginning;

AND,

WHEREAS, the Right of Way Agreement was filed in the office of the Salt Lake County Recorder on February 18, 1976, under Entry Number 2786827, in Book 4109, at Page 325; and

WHEREAS, the Right of Way Agreement and Facilities are no longer used for the purposes for which they were intended;

Portions of Salt Lake County Tax Parcel Numbers

22-29-201-023
22-29-201-024
22-29-201-025
22-29-201-026
22-29-201-027
22-29-202-041
22-29-202-042
22-29-202-044
22-29-202-045
22-29-202-046
22-29-202-047
22-29-202-048
22-29-202-050
22-29-202-052
22-29-202-053
22-29-202-057
22-29-202-058
22-29-202-060
22-29-202-061
22-29-202-063-4001
22-29-202-063-4002
22-29-228-009
22-29-228-011
22-29-228-013
22-29-252-011
22-29-252-012

BOOK 369 PAGE 500

928625

3574
RIGHT OF WAY AGREEMENT NO. 44

WEST SIDE WATER SYSTEM

John W. Richards, command

of Union State of Utah, County of Salt Lake, Grantor,
Department of West Side Water System, a corporation organized and
existing under and by virtue of the laws of the State of Utah, with
its offices in Bannock, Salt Lake County, Utah, Grantee, its successors
and assigns, for the sum of Five Dollars dollars (\$5.00)
a right-of-way and easement for the purpose of digging a trench along
said right-of-way, and for laying, maintaining, operating, repairing,
removing, and replacing said pipe line for the transportation of
culinary water through and across the following described land and
premises in Salt Lake County, State of Utah, To-wit:

Commencing 6.10 chs. W and 0.3 chs. S from Center NE 1/4 Sec. 29
T26, R1E, B1E&M, N 25° E 2.84 chs.; S 56° E 7.98 chs.; S 33° E 3.56 chs.;
S 32° W 20 Rds. to Union Ditch NW on Ditch 15 Rds. North, N 17° E
3 Rds. to Cahoon Ditch NW along Ditch 11.80 chs. N to beginning.

The centerline of said pipeline shall extend through and across the
above described land and premises on a line described as follows:
Commencing on the W side of 1300 East Street at a point N 32° E
24 ft. from the Center of the Union and Jordan Co. ditch and running
N 33° 26' W 773 ft. to the W. line of Grantor's land.

To have and to hold the same unto the West Side Water System,
its successors and assigns so long as such pipe line shall be maintained
the right of ingress and egress to and from said right-of-way,
to operate, maintain, and replace the same. The said Grantor to
fully use the said premises except for the purposes for which this
right-of-way or easement is granted to the said Grantee. The rights
hereby granted are subject to the condition that Grantee shall compensate
Grantor at a reasonable appraised valuation for any damages done to
Grantor's land or crops caused by Grantee in the construction, maintenance,
repair and operation of said pipeline.

WITNESS the hand of said Grantor, this 4 day of April 1942.

John W. Richards

4th day of April 1942
appeared before me John W. Richards

the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

By Commission Expires: Jan 5, 1942
Residing at: [Signature]



2718108

RIGHT OF WAY AGREEMENT

HERMES ASSOCIATES, a Utah partnership, of Salt Lake City, Salt Lake County, State of Utah, Grantor, does hereby grant to The Town of West Jordan, a municipal corporation of the State of Utah, as Grantee, a right of way and a ten foot (10') easement on both sides of the center line for the purpose of digging a trench along said right of way, and for laying an eight inch (8") water pipe line and maintaining, operating, repairing, removing and replacing said eight inch pipe line and for no other purpose whatsoever, for the transportation of culinary water through and across the following described land and premises in Salt Lake County, State of Utah, to-wit:

Beginning at a point on the South right-of-way line of a Salt Lake County road, known as Fort Union Boulevard, said point being S 00° 04' 01" W 445.76 feet along a 1/4 section line and N 51° 21' 20" E 133.944 feet along said South right-of-way line from the North 1/4 corner of Section 29, T. 2 S., R. 1 E., Salt Lake Base and Meridian, and running thence: S 16° 58' 35" E 609.253 feet to the North right-of-way line of the East Jordan Canal; thence along said North line of canal for the next four courses and distances: N 73° 01' 25" E 185.111 feet; thence S 78° 26' 00" E 415.091 feet; thence S 86° 27' 07" E 169.65 feet; thence N 80° 14' E 28.837 feet; thence leaving said North line of canal and running N 16° 58' W 1163.676 feet to the South right-of-way line of said county road; thence along said South right-of-way line S 51° 21' 20" W 793.507 feet to the point of beginning.

The center line of said right of way shall extend through and across the above described land and premises on a line described as follows:

Beginning at a point N 25° 59' 10" E 120.44 feet from the Northeast corner of Lot 23, Block 10, Union Fort Plat, and running thence; N 32° 26' 50" W 3.0 feet; thence N 22° 50' 50" W 300.00 feet; thence N 33° 20' 10" W 20.837 feet; thence N 78° 26' 00" W 415.733 feet; thence S 73° 01' 25" W 177.655 feet; thence N 16° 58' 35" W 592.495 feet; thence N 51° 21' 20" E 299.324 feet; thence N 33° 20' 10" W 10.043 feet to the North line of Grantor's land.

The rights hereby granted are subject to the following conditions:

1. That over the area covered by the construction of said pipe line, the premises shall be restored to their pre-construction condition at the sole cost and expense of Grantee as part of any construction process by Grantee, and at the earliest possible time.
2. Grantee shall compensate Grantor within ninety (90) days at a reasonable appraised valuation, as determined by a licensed general contractor, capable of performing the repairs, for any damages done to Grantor's buildings, driveways, parking areas, or other improvements caused in the construction, maintenance, repair and operation of said eight (8) inch water pipe line.
3. The subject right of way and ten foot easements on both sides of the center line shall be non-exclusive to Grantee.

Recorded JUN 18 1975 at 308P m.
 Request of J. Rees Jensen
 KATIE L. DIXON, Recorder
 Salt Lake County, Utah
 \$ NOFEE By [Signature] Deputy
 REF. _____

City of West Jordan

BOOK 3892 PAGE 35

IN WITNESS WHEREOF, the Grantor has hereunto set his hand this 17TH day of June, 1975.

HERMES ASSOCIATES, a Utah partnership

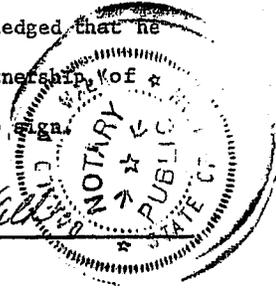
By J. Rees Jensen
J. Rees Jensen, General Partner

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On this 17th day of June, 1975, personally appeared before me J. Rees Jensen, the signer of the foregoing instrument, who duly acknowledged that he did execute the same in behalf of Hermes Associates, a Utah partnership, of which he is a general partner, and for which he is authorized to sign.

My Commission expires:
7-31-78

Arnold J. Walker
Notary Public
Residing at:



Recorded FEB 18 1976 81 44270

Request of City of W. Jordan

KATIE L. DIXON, Recorder
Salt Lake County, Utah

2786827

RIGHT OF WAY AGREEMENT

& No Fee by [Signature]

REF.

HERMES ASSOCIATES, a Utah partnership, of Salt Lake City, Salt Lake County,

State of Utah, Grantor, does hereby grant to The Town of West Jordan, a municipal corporation of the State of Utah, as Grantee, a right of way and a ten foot (10') easement on both sides of the center line for the purpose of digging a trench along said right of way, and for laying an eight inch (8") water pipe line and maintaining, operating, repairing, removing and replacing said eight inch pipe line and for no other purpose whatsoever, for the transportation of culinary water through and across the following described land and premises in Salt Lake County, State of Utah, to-wit:

Beginning at a point on the South right-of-way line of a Salt Lake County road, known as Fort Union Boulevard, said point being S 00° 04' 01" W 445.76 feet along a 1/4 section line and N 51° 21' 20" E 112.423 feet along said South right-of-way line from the North 1/4 corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence: S 16° 58' 35" E 601.307 feet to the North right-of-way line of the East Jordan Canal; thence along said North line of canal for the next four courses and distances: N 73° 01' 25" E 205.111 feet; thence S 78° 26' 00" E 415.091 feet; thence S 86° 27' 07" E 169.65 feet; thence N 80° 14' E 28.837 feet; thence leaving said North line of canal and running N 16° 58' W 1163.676 feet to the South right-of-way line of said county road; thence along said South right-of-way line S 51° 21' 20" W 815.028 feet to the point of beginning.

The center line of said right-of-way shall extend through and across the above described land and premises on a line described as follows:

Beginning at a point N 25° 59' 10" E 120.44 feet from the Northeast corner of Lot 23, Block 10, Union Fort Plat, and running thence; N 32° 26' 50" W 3.0 feet; thence N 22° 50' 50" W 300.00 feet; thence N 33° 20' 10" W 20.837 feet; thence N 78° 26' 00" W 415.733 feet; thence S 73° 01' 25" W 197.655 feet; thence N 16° 58' 35" W 584.549 feet; thence N 51° 21' 20" E 320.845 feet; thence N 35° 20' 10" W 10.043 feet to the North line of Grantor's land.

The rights hereby granted are subject to the following conditions:

1. That over the area covered by the construction of said pipe line, the premises shall be restored to their pre-construction condition at the sole cost and expense of Grantee as part of any construction process by Grantee, and at the earliest possible time.
2. Grantee shall compensate Grantor within ninety (90) days at a reasonable appraised valuation, as determined by a licensed general contractor, capable of performing the repairs, for any damages done to Grantor's buildings, driveways, parking areas, or other improvements caused in construction, maintenance, repair and operation of said eight (8) inch water pipe line.
3. The subject right of way and ten foot easements on both sides of the center line shall be non-exclusive to Grantee.

BOOK 4109 PAGE 325

IN WITNESS WHEREOF, the Grantor has hereunto set his hand this 17th day of FEBRUARY, 1976.

HERMES ASSOCIATES, a Utah partnership

By J. Rees Jensen
J. Rees Jensen, General Partner

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On this 17th day of February, 1976, personally appeared before me J. Rees Jensen, the signer of the foregoing instrument, who duly acknowledged that he did execute the same in behalf of Hermes Associates, a Utah partnership, of which he is a general partner, and for which he is authorized to sign.

My Commission expires:
12-31-77

Muriel E. Anderson
Notary Public
Residing in Salt Lake County Utah

