

RESOLUTION NO. R-04-2024

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE VACATION AND ABANDONMENT OF AN
EASEMENT UPON FINAL PLAT APPROVAL**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Vacation and Abandonment of an Easement upon Final Plat Approval, as set forth more specifically in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Vacation and Abandonment of an Easement upon Final Plat Approval, as set forth in Exhibit A.
2. The Vacation and Abandonment of an Easement is hereby approved upon Final Plat Approval, as set forth more specifically in Exhibit A.
3. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of February 2024.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Fionnuala B. Kofoed, MMC
City Recorder



CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 20th day of February 2024.

Those voting yes: Those voting no: Those excused: Those abstaining:

<input checked="" type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham
<input checked="" type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input checked="" type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray
<input checked="" type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood
<input checked="" type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright
<input checked="" type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham


Fionnuala B. Kofoed, MMC
City Recorder



Exhibit A

WHEN RECORDED, RETURN TO:

Eagle Mountain City
c/o Fionnuala Kofoed, City Recorder
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

VACATION AND ABANDONMENT
OF EASEMENT

EAGLE MOUNTAIN CITY, a Utah municipal corporation, whose address is 1650 E. Stagecoach Run, Eagle Mountain, UT 84005 (the “**City**”), hereby vacates and abandons that certain *Easement* (the “**Easement**”) dedicated to the City by **SHERYL ANN CRAWLEY**, and recorded in the records of the Utah County Recorder as Entry No. 65814:2000, and which encumbers the property described on Exhibit A. Eagle Mountain City finds that it is in the public interest to vacate and abandon the Easement which is not necessary and conflicts with higher or better use of the property encumbered by the Easement.

Dated this _____ day of February 2024.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

City Recorder

STATE OF UTAH)
 ss:
COUNTY OF UTAH)

On this _____ day of February 2024 personally appeared before me Tom Westmoreland, Mayor, who acknowledged to me that he executed the foregoing document.

Notary Public

When Recorded, Mail to:

Gerald H. Kinghorn
Parsons Davies Kinghorn & Peters, p.c.
185 South State Street, Suite 700
Salt Lake City, Utah 84111

ENT 65814:2000 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Aug 22 3:15 pm FEE 0.00 BY HL
RECORDED FOR TOWN OF EAGLE MOUNTAIN

Space above for Recorder's Use

EASEMENT
(INDIVIDUAL)
UTAH COUNTY

Sheryl Ann Crawley, of Eagle Mountain
County of Utah, State of Utah, Grantor, hereby GRANTS AND CONVEYS to the TOWN OF EAGLE MOUNTAIN, at 1680 East Heritage Drive, Eagle Mountain, Utah 84043, Grantee, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual easement, upon part of an entire tract of land, for the purpose of installing and maintaining utility lines and appurtenant parts thereof, situate in the Meadow Ranch Phase 1 Subdivision which is located in Section 17, Township 5 South, Range 1 West, Salt Lake Base and Meridian as described in the Office of the Utah County Recorder. Said easement is as follows:

Commencing at the Northeast corner of lot 139 as described in Meadow Ranch Subdivision Phase 1; thence North 89°13'40" East, 10.02 feet; thence South 04°24'44" East, 168.09 feet; thence South 36°23'59" East, 40.19 feet; thence Northwesterly 32.92 feet along an arc of a non-tangent curve having a radius of 60.00 feet through a central angle of 31°26'05" (chord bears North 78°41'41" West, 32.51 feet); thence North 04°24'44" West, 194.01 feet to the point of beginning.

The above described easement contains 0.05 acres more or less.

Grantor hereby agrees that the TOWN OF EAGLE MOUNTAIN, its officers, employees, agents, representatives, contractors, and assigns shall have the right of ingress and egress from the above described strip of property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, and remove and replace said facilities as may be required from time to time by Grantee.

Grantor reserves the right to use said premises for the construction of future roads by Grantor over the premises, and for any other purposes provided such uses shall not interfere with the facilities or with the conveyance of utility lines and appurtenant parts installed by Grantee. Grantee shall have the right to clear and remove all trees and obstructions within the easement which may interfere with the use of the easement by the Grantee. Grantee shall have the right to

excavate and refill ditches and/or trenches for the installation of said pipelines and appurtenant parts thereof.

Grantor shall not build or construct or permit to be built or constructed any building, or permanent structure over or across said easement or lower the contour thereof greater than two feet without the prior written consent of Grantee provided this shall not preclude the construction of paved or unpaved roads, over or on the easement area. This right-of-way and easement grant shall be binding upon and inure to the benefit of the heirs, representatives, successors-in-interest and assigns of Grantors and the successors and assigns of Grantee and may be assigned in whole or in part by Grantee.

The property of Grantor shall be restored as far as practical to its preconstruction condition by the Grantee or its agents. The Grantee agrees that the line and facilities will be structurally strong enough to facilitate the construction of future roads by Grantors over said easement.

Grantee shall at all times in its use of the premises comply with all applicable laws, regulations, and ordinances.

"Hazardous Materials" means any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste or substance, including any material defined or designated as a hazardous or toxic waste, material or substance, or other similar term, by any federal, state or local environmental statute, regulation or ordinance presently in effect or that may be promulgated in the future. Grantee covenants that no Hazardous Materials shall contaminate or be stored, released, manufactured, or disposed of on the premises except for the proper and lawful storage and use of fuel, petroleum, and related substances and materials. Grantee's obligations under this paragraph shall be deemed to include, without limitation, the obligation to make at its sole cost and expense, all alterations, additions, modifications and capital improvements to the premises that may be required under or pursuant to any of the ordinances, statutes, regulations, orders, and requirements described above. Notwithstanding the above, Grantee shall not be responsible for the handling, removal, or treatment of any toxic waste or hazardous substances or materials which are present prior to the delivery of the premises to the Grantee and not costs incurred with the clean-up, removal, or treatment of such toxic waste or hazardous substances shall be allocated to the Grantee.

Grantee shall defend (with counsel acceptable to Landlord), indemnify and hold Grantor harmless from and against any and all claims, demands, damages, liens, liabilities and expenses (including without limitation, reasonable attorney's fees), arising directly or indirectly from or in any way connected with Grantee's use of the property herein described.

IN WITNESS WHEREOF, said Sheryl Ann Crawley has
caused this instrument to be executed by its proper officers thereunto duly authorized, this 4
day of August, A.D. 2000.

STATE OF UTAH)

) ss.

Sheryl Ann Crawley

COUNTY OF UTAH)

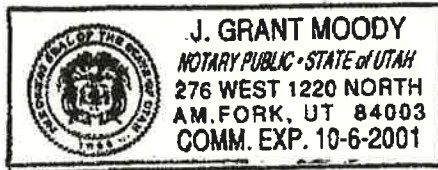
By _____

On the 4th day of August A.D. 2000 personally appeared before me,
Sheryl Ann Crawley, the signer(s) of the within instrument who duly
acknowledged to me that he/she executed the same.

WITNESS my hand and official stamp the

date in this certificate first above written:

[Signature]
Notary Public



Church
of Jesus
Christ

Spring
Run Park

58:033:0404
RCA 65 LC...

Value: \$2,666,500 -- 20.28 acres

58:033:0402
UTAH DEPARTMENT OF TRANSPORTAT
Value: \$0 -- 6.40 acres

58:033:
RCA 65
Value: 1

N SPRING RUN PKWY

N PARKWAY DR

E GATE

