

RESOLUTION NO. R-25-2025

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
RELEASING A PERMANENT SANITARY SEWER EASEMENT AND
RETAINING A TEMPORARY SANITARY SEWER EASEMENT**

PREAMBLE

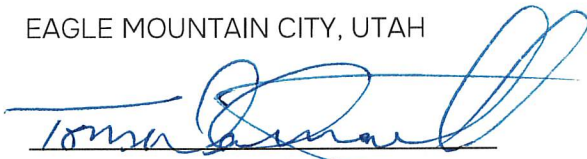
The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Release of a Permanent Sanitary Sewer Easement and Retaining a Temporary Sanitary Sewer Easement, as set forth more specifically in Exhibit A.

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 Release of a Permanent Sanitary Sewer Easement and Retaining a Temporary Sanitary Sewer Easement, as set forth in Exhibit A.
2. The Release of a Permanent Sanitary Sewer Easement and Retaining a Temporary Sanitary Sewer Easement is hereby approved, 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 1st day of April, 2025.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Gina L. Olsen, CMC
City Recorder



CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 1st day of April, 2025.

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




Gina L. Olsen, CMC
City Recorder

Exhibit A

WHEN RECORDED, RETURN TO:

Eagle Mountain City
Att: Gina Olsen
1650 East Stagecoach Run
Eagle Mountain, Utah 84005

PARTIAL RELEASE OF EASEMENT

On February 19th, 2021, Oquirrh Wood Ranch, LLC, a Utah limited liability company (originally the "Grantor" or "OWR"), conveyed a "Sanitary Sewer Easement" to Eagle Mountain City, a municipal corporation (originally the "Grantee" or "City"). The Sanitary Sewer Easement was recorded on August 2, 2021 as Entry Number 134344:2021, in the records of the Utah County Recorder. A recorded copy of the Sanitary Sewer Easement is attached hereto, and incorporated herein by this reference, as Exhibit 1.

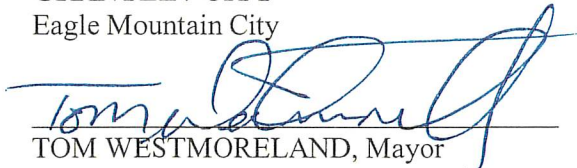
The Sanitary Sewer Easement includes: (i) a twenty-foot (20') wide *permanent* easement (as more thoroughly described in Exhibit A to the Sanitary Sewer Easement); and (ii) a *temporary* easement (as more thoroughly described in Exhibit B to the Sanitary Sewer Easement). In conjunction with the ongoing and future development of real property adjacent to the permanent and temporary easements, OWR and the City have coordinated changes to the utilities constructed within the *permanent* easement and, as such, desire to amend the Sanitary Sewer Easement as follows:

The City hereby disclaims and releases the twenty-foot (20') *permanent* easement described in Exhibit A of the Sanitary Sewer Easement and retains a twenty-foot (20') *temporary* easement (the "New 20' Temporary Easement" in the location described in the attached Exhibit 2, and for the purposes originally set forth in the Sanitary Sewer Easement. The New 20' Temporary Easement will take effect upon the City's signature below and will thereafter terminate at such time as the temporary sewer infrastructure constructed therein is removed, no longer needed, or if sanitary sewer is diverted to alternative permanent facilities. Within fourteen (14) days of termination of this Easement as set forth herein, OWR and the City will execute a notice of termination, which will be in recordable form, and recorded with Utah County.

DATED the 1st day of April, 2025.

GRANTEE / CITY

Eagle Mountain City


TOM WESTMORELAND, Mayor

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this 1st day of April, 2025, before me, a Notary Public, personally appeared Tom Westmoreland, personally known to me (or provided to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity on behalf of Eagle Mountain City and that by his signature the City executed the same.



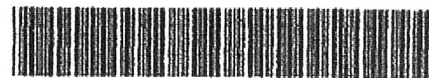

NOTARY PUBLIC

EXHIBIT 1
TO PARTIAL RELEASE OF EASEMENT
(Recorded Copy of Original Sanitary Sewer Easement)

[see following pages]

When Recorded, Return To:

Eagle Mountain City
c/o Fionnuala Kofoed, City Recorder
1650 East Stagecoach Run
Eagle Mountain, Utah 84005



ENT 134344:2021 PG 1 of 4
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Aug 02 11:23 am FEE 0.00 BY AS
RECORDED FOR EAGLE MOUNTAIN CITY

Parcel Nos.: 59:048:0090, 59:048:0032, 59:048:0035, 59:048:0038, & 59:048:0039)

SANITARY SEWER EASEMENT

Oquirrh Wood Ranch, LLC, a Utah limited liability company ("Grantor"), hereby conveys and warrants to **Eagle Mountain City**, a municipal corporation of the State of Utah (the "City" or Grantee"), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged. A permanent easement and right-of-way for the purpose of constructing, operating, maintaining and replacing a public sewer collection trunk line, including all collection facilities, pipes, structures, systems, manholes, and facilities comprising the sewer system within the easement granted herein for the use of the City over, across, through and under the certain premises of the grantors situated in Utah County, Utah being 20.00 feet in width which is described in **Exhibit 'A'** attached hereto and made apart hereof by this reference.

Also granting to the City a temporary right of ingress and egress and right-of-way for the purpose of constructing, operating, maintaining a sewer lift station, overflow detention pond, and associated facilities comprising the sewer system with the right to, repair, replace, augment and/ or remove sewer facilities within the temporary easement area. Said temporary easement to be abandoned at such time that the sewer facilities within the temporary easement area are no longer in operation and/or removed, whichever comes first, which temporary easement area is described in **EXHIBIT 'B'** attached hereto and made apart hereof by this reference.

The grantor covenants to the City that it will not construct or erect or allow cause to the construction or erection of any permanent structure of any kind which may or could interfere with the use by the City of the facilities within the easements areas granted herein, and Grantor agrees that the City may enter on the premises subject to this easement and remove all such structures. The Grantor specifically waives and releases the City from any and all liability and claims for the removal of plants, trees and other improvements removed by the City under the provisions of this easement.

Notwithstanding anything herein to the contrary, Grantor reserves the right to grant additional easement to third parties within or across the premises not inconsistent with the easement granted herein, and to place improvements on and to utilize the surface of the easement for the uses not inconsistent with the easement granted herein, including, without limitation, the installation, use, maintenance and replacement of roadways, landscaping, and/or similar surface improvements. Grantee shall conduct its activities within the premises in a manner which, to the extent reasonably practical, avoids interference with (i) other utilities located with the premises, if any, and (ii) the use and enjoyment of the surface by Grantor, in the manner set forth in this paragraph. To the extent reasonably practical, Grantee shall promptly repair and restore any damage to roadways, landscaping, and other surface improvements, of any, caused by Grantee's activities of the surface improvements, roadway, landscaping or improvements were constructed with the prior written approval of the Grantee.

The easement granted herein is subject to the conditions that the City shall indemnify and hold harmless the Grantor, its hires and successors, against any and all liability cause by the acts of the City, its contractors or agents, during the operation or maintenance of the facilities provided for in this easement;

the right of the Grantor to indemnification or to be held harmless by the City under terms of this paragraph are expressly conditioned upon prompt notice to the City of every claim or demand which may cause a claim against the City and upon the exclusive right of the City to defend against any claim against Grantor which would cause a claim of indemnification against City to the Grantor.

WITNESS the hand of said grantor this 19th day of February, 2021

OQUIRRH WOOD RANCH, LLC,
a Utah limited liability company

BY: Nathan D. Shipp
ITS: Manager

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On the 19th day of February, 2021, before me, the undersigned Notary Public, personally appeared before me Nathan D. Shipp, personally known to me (or provided to me on the basis of satisfactory evidence) to the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity on behalf of Oquirrh Wood Ranch LLC, a Utah limited liability company and said corporation executed the same.

Katelyn Mickelsen
Notary Public.
Commission# 699947
My commission Expires: 4/12/2022

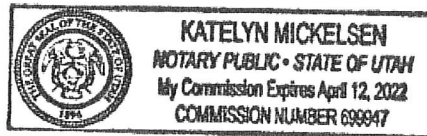


EXHIBIT 'A'(20.00 foot wide permanent easement)

Two (2) strips of land 20.00 feet in width, situate in the South Half (S1/2) of Section 16, Township 6 South, Range 2 West, Salt Lake Base and Meridian, located in Eagle Mountain City, County of Utah, State of Utah. The sidelines of which are to be shortened or extended to begin and terminate at the bounds of the grantors land and are 10.00 feet perpendicularly distant to and parallel with the following described centerline:

Strip one (1):

Beginning at a point of intersection with the East line of Tyson Parkway, per Tyson Subdivision Plat recorded as Entry No.: 95910:2019, Map NO.: 16725, of official Utah County Records and the centerline of a 24" sewer line, said point being North 89°23'00" West, along the South line of the Southwest Quarter, a distance of 650.74 feet and North 0°24'02" East, along the East line of Tyson Parkway, and the southerly projection thereof, a distance of 1963.65 feet, from the Utah County brass cap monument marking the South Quarter Corner of said Section 16, said South Quarter Corner being South 89°23'00" East, a distance of 2568.92 feet from the Utah County brass cap monument marking the Southwest Corner of said Section 16; and running thence South 89°25'09" East, more or less, along the centerline of said 24" sewer line, a distance of 34.64 feet, to the east line of the grantors land and a point of termination for this description, said terminus point being North 16°59'56" West, a distance of 2060.27 feet, from aforesaid South Quarter Corner.

Contains: 693 Sq. Ft., or 0.015 of an Acre

Strip Two (2)

Beginning at a point of intersection with the North Line of proposed Pole Canyon Boulevard and the centerline of a 24" sewer line, said point being South 89°40'33" East, along the South line of the Southeast Quarter, and the centerline of said proposed Pole Canyon Boulevard, a distance of 2626.26 feet and North 0°19'27" East, perpendicular to said section line, a distance of 76.00 feet, from the Utah County brass cap monument marking the South Quarter Corner of said Section 16, said Quarter Corner being North 89°40'33" West, a distance of 2766.19 feet from the Utah County brass cap monument marking the Southeast Corner of said Section 16; and running thence North 0°22'23" East, more or less, along the centerline of said 24" sewer line, a distance of 1876.30 feet, to an angle point in said sewer line; thence North 89°25'09" West, continuing along the centerline of said 24" sewer line, a distance of 1907.39 feet, to a point of termination for this description, said terminus point being North 20°29'59" East, a distance of 2089.02 feet, from aforesaid South Quarter Corner.

Contains: 75,676 Sq. Ft., or 1.737 Acres

Exhibit 'B'
(Temporary Easement)

A parcel of land situate within the Southeast Quarter of Section 16, Township 6 South, Range 2 West, Salt Lake Base and Meridian, located in Eagle Mountain City, County of Salt Lake, State of Utah and being more particularly described as follows:

Beginning at a point of intersections with the North line of proposed Pole Canyon Boulevard and the East line of the Southeast Quarter of said Section 16, said point being North 0°22'24" East, along said East line of the Southeast Quarter, a distance of 76.00 feet, from the Utah County brass cap monument marking the Southeast Corner of said Section 16, said Southeast Corner of Section 16 being South 89°40'33" East, a distance of 2766.19 feet, from the Utah County brass cap monument marking the South Quarter Corner of said Section 16; and running thence North 0°22'24" East, continuing along the east line of the Southeast Quarter, a distance of 127.66 feet; thence North 89°40'33" West, parallel with the South line of said Section 16, a distance of 105.83 feet; thence South 0°22'24" West, parallel with the aforesaid East line of the Southeast Quarter, a distance of 127.66 feet, to the north line of aforesaid proposed Pole Canyon Boulevard; thence South 89°40'33" East, parallel with and 76.00 feet perpendicularly distant northerly of the South line of the Southeast Quarter, a distance of 105.83 feet, to the point of beginning.

Contains: 13,511 Sq. Ft., or 0.310 of an Acre

EXHIBIT 2
TO PARTIAL RELEASE OF EASEMENT
(Legal Description of New 20' Temporary Easement)

Two (2) strips of land 20.00 feet in width, situate in the South Half (S1/2) of Section 16, Township 6 South, Range 2 West, Salt Lake Base and Meridian, located in Eagle Mountain City, County of Utah, State of Utah. The sidelines of which are to be shortened or extended to begin and terminate at the bounds of the grantors land and are 10.00 feet perpendicularly distant to and parallel with the following described centerline:

Strip One:

Beginning at a point of intersection with the East line of Tyson Parkway, per Tyson Subdivision Plat recorded as Entry No.: 95910:2019, Map NO.: 16725, of official Utah County Records and the centerline of a 24" sewer line, said point being North 89°23'00" West, along the South line of the Southwest Quarter, a distance of 650.74 feet and North 0°24'02" East, along the East line of Tyson Parkway, and the southerly projection thereof, a distance of 1963.65 feet, from the Utah County brass cap monument marking the South Quarter Corner of said Section 16, said South Quarter Corner being South 89°23'00" East, a distance of 2568.92 feet from the Utah County brass cap monument marking the Southwest Corner of said Section 16; and running thence South 89°25'09" East, more or less, along the centerline of said 24" sewer line, a distance of 34.64 feet, to the east line of the grantors land and a point of termination for this description, said terminus point being North 16°59'56" West, a distance of 2060.27 feet, from aforesaid South Quarter Corner.

Contains: 693 Sq. Ft., or 0.015 of an Acre

Strip Two:

Beginning at a point of intersection with the North Line of proposed Pole Canyon Boulevard and the centerline of a 24" sewer line, said point being South 89°40'33" East, along the South line of the Southeast Quarter, and the centerline of said proposed Pole Canyon Boulevard, a distance of 2626.26 feet and North 0°19'27" East, perpendicular to said section line, a distance of 76.00 feet, from the Utah County brass cap monument marking the South Quarter Corner of said Section 16, said Quarter Corner being North 89°40'33" West, a distance of 2766.19 feet from the Utah County brass cap monument marking the Southeast Corner of said Section 16; and running thence North 0°22'23" East, more or less, along the centerline of said 24" sewer line, a distance of 1876.30 feet, to an angle point in said sewer line; thence North 89°25'09" West, continuing along the centerline of said 24" sewer line, a distance of 1907.39 feet, to a point of termination for this description, said terminus point being North 20°29'59" East, a distance of 2089.02 feet, from aforesaid South Quarter Corner.

Contains: 75,676 Sq. Ft., or 1.737 Acres

Affecting Parcel Nos.: 59:048:0106, 59:048:0055, 59:048:0029, 59:048:0032, 59:048:0035, 59:048:0038, 59: 048:0039, & 59:048:0106