

AGENDA ITEM #18

Consideration of approval of Grant of
Sewer Easement from William B.
Castagno to Grantsville City.

RG LAKEVIEW, LLC
2265 E Murray Holladay Road
Holladay, UT 84117

June 9, 2021

GRANTSVILLE CITY
429 East Main Street
Grantsville City, UT 84029

SMITH HARTVIGSEN, PLLC
Attn: Adam S. Long
257 East 200 South, Suite 500
Salt Lake City, UT 84111

GRANTSVILLE CITY REDEVELOPMENT AGENCY
429 East Main Street
Grantsville City, UT 84029

BRETT COOMBS
429 East Main Street
Grantsville City, UT 84029

**VIA FEDEX AND
VIA EMAIL TO ALONG@SHUTAH.LAW AND BCOOMBS@GRANTSVILLEUT.GOV**

Re: Grant of Sewer Easement from William B. Castagno to Grantsville City, a Utah municipal corporation (“City”), the form of which is attached hereto as Exhibit A (the “Easement”); Reimbursement to RG Lakeview, LLC, a Utah limited liability company (“RG Lakeview”), as “Participant” under that certain Participation Agreement for the Lakeview Business Park Community Reinvestment Project Area dated April 15, 2020, as amended by that certain First Amendment to Participation Agreement for the Lakeview Business Park Area dated December 30, 2020 by and between Grantsville City Redevelopment Agency, a political subdivision of the State of Utah (“Agency”) and RG Lakeview, as successor-in-interest to RG IV, LLC (as amended and assigned, the “Participation Agreement”).

Ladies and Gentlemen:

This letter (“Letter Agreement”) is delivered in connection with the Easement and the Participation Agreement referenced above. We understand that the Easement will grant to the City certain easement rights necessary for the development of certain infrastructure improvements for the Lakeview Business Park Community Reinvestment Project Area. Subject to the terms and conditions of this Letter Agreement, RG Lakeview, as “Participant” under the Participation Agreement, is willing to pay the Easement grantor Twenty-Five Thousand Dollars (\$25,000.00) as inducement to convey the Easement to the City (the “Easement Payment”).

1. Signature; Recording. City agrees that upon receipt of the Easement grantor’s original, acknowledged signature to the Easement, the City will promptly execute and acknowledge the Easement, record the fully-executed Easement in the official records of the Tooele County Recorder, and deliver a conformed copy of the Easement to RG Lakeview.
2. Use; Improvements. City acknowledges and agrees that RG Lakeview and/or its employees, agents, and contractors shall have full access and use of the easement areas described in the Easement and all rights and benefits contained therein, including without limitation, the perpetual right to install, construct, operate, repair, replace, improve, remove, and maintain certain sewer and related infrastructure improvements in accordance with the terms of the Easement. In the event RG Lakeview’s use or access is reduced or terminated prior to the date that such sewer and related infrastructure improvements are dedicated to and accepted by the City or other governmental authority, as applicable, then City shall indemnify or reimburse RG Lakeview for claims, damages,

and expenses incurred by RG Lakeview resulting from such reduction or termination, except to the extent such claims are due solely to the gross negligence or willful act or omission of RG Lakeview. Nothing herein shall constitute a waiver of any portion of the Governmental Immunity Act, Utah Code Ann. §63G-7-101, et seq, or any defense arising therefrom.

3. Reimbursement. Agency acknowledges and agrees that the full amount of the Easement Payment shall be included in the calculation of RG Lakeview's investment into "Infrastructure Improvements" (as defined in the Participation Agreement) and is a reimbursable cost under the terms of the Participation Agreement. Upon Agency's request, RG Lakeview will provide to Agency evidence of payment of the Easement Payment.

By signature below, please acknowledge that you agree to the terms set forth in this Letter Agreement.

Sincerely,

RG LAKEVIEW, LLC,
a Utah limited liability company

By: _____
Anthon Stauffer, Authorized Agent

COUNTERSIGNED BY:

GRANTSVILLE CITY REDEVELOPMENT AGENCY,
a political subdivision of the State of Utah

Attest:

By: _____
Brent Marshall, Chair

By: _____
Christine Webb, Secretary

GRANTSVILLE CITY,
a Utah municipal corporation

Attest:

By: _____
Brent Marshall, Mayor

By: _____
Christine Webb, Secretary

Approved as to form and legality:

Brett M. Coombs, City Attorney

EXHIBIT A
[Form of Easement]

WHEN RECORDED, MAIL TO:

Mayor Brent K. Marshall
Grantsville City
429 East Main Street
Grantsville, Utah 84029

SEWER EASEMENT

BE IT KNOWN TO ALL MEN AND WOMEN THAT, William B. Castagno as GRANTOR, for good and valuable consideration hereby grants to the City of Grantsville, a Utah municipal corporation, as GRANTEE, a perpetual easement along an alignment described in EXHIBIT A and depicted in EXHIBIT B as attached, and a temporary construction easement also as described in Exhibit A as attached, for the purpose of installing, constructing, operating, repairing, replacing, improving, removing, and/or maintaining an 18-inch sewer interceptor line together with all manholes, connections and appurtenances for the conveyance of wastewater flows generated within the limits of the City of Grantsville and portions of Tooele County that may be at some future date annexed into the City of Grantsville. The temporary construction easement shall automatically expire and be permanently extinguished upon the sooner of the Grantsville City issuing a certificate of completion for the improvements or December 31, 2022.

IN WITNESS WHEREOF, GRANTOR has granted and signed this SEWER EASEMENT this ____ day of _____, 2021.

GRANTOR:

EXHIBIT ONLY – DO NOT SIGN

William B. Castagno

IN WITNESS WHEREOF, GRANTEE has accepted and signed this SEWER EASEMENT this ____ day of _____, 2021.

GRANTEE:

EXHIBIT ONLY – DO NOT SIGN

Mayor Brent K. Marshall

STATE OF UTAH)
 :SS
COUNTY OF _____)

On the ____ day of _____ 2021, William B. Castagno personally appeared before me as GRANTOR and the owner of the underlying real property of said Sewer Easement and signed the foregoing instrument.

EXHIBIT ONLY – DO NOT SIGN

NOTARY PUBLIC

STATE OF UTAH)
 :SS
COUNTY OF _____)

On the ____ day of _____ 2021, Brent K. Marshall personally appeared before me as GRANTEE and the Mayor of Grantsville City said Sewer Easement and signed the foregoing instrument.

EXHIBIT ONLY – DO NOT SIGN

NOTARY PUBLIC

EXHIBIT A



**Castagno Sewer Easement
Parcel No. 01-069-0-0102**

A 20.00-foot wide permanent, non-exclusive easement located in the Southeast Quarter of Section 33, Township 2 South, Range 5 West and the Northeast Quarter of Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian, Tooele County, Utah, described as follows:

BEGINNING at a point on an existing fence line along the west line of property described in that certain Quit Claim Deed recorded February 15, 2019 as Entry No. 481184 in the office of the Tooele County Recorder, said point being North 89°39'17" East 0.78 feet along the north line of Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian as it is depicted on the Tooele County Dependent Resurvey Plat of said Township and Range to said fence line and along said line North 00°02'19" West 14.18 feet from the Tooele County Dependent Resurvey monument representing the North Quarter Corner of said Section 4, and thence continuing along said line North 00°02'19" West 20.00 feet to an existing fence line on the north line of said property; thence along said line North 89°44'53" East 368.46 feet to an existing fence on the east line of said property; thence along said line South 00°02'15" West 20.00 feet to a point 20.00 feet perpendicularly distant southerly of said north line; thence parallel to said line South 89°44'53" West 368.33 feet to the POINT OF BEGINNING. Said easement encompasses 7,368 square feet or 0.17 acres more or less.

Temporary Construction Easement

A 10.00-foot temporary construction easement located in the Southeast Quarter of Section 33, Township 2 South, Range 5 West and the Northeast Quarter of Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian, Tooele County, Utah, described as follows:

BEGINNING at a point on an existing fence line along the west line of property described in that certain Quit Claim Deed recorded February 15, 2019 as Entry No. 481184 in the office of the Tooele County Recorder, said point being North 89°39'17" East 0.78 feet along the north line of Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian as it is depicted on the Tooele County Dependent Resurvey Plat of said Township and Range to said fence line and along said line North 00°02'19" West 4.18 feet from the Tooele County Dependent Resurvey monument representing the North Quarter Corner of said Section 4, and thence continuing along said line North 00°02'19" West 10.00 feet; thence North 89°44'53" East 368.33 feet to an existing fence on the east line of said property; thence along said line South 00°19'15" West 10.00 feet; thence South 89°44'53" West 368.27 feet to the POINT OF BEGINNING. Said easement encompasses 3,683 square feet or 0.08 acres, more or less.



EXHIBIT B

