

RESOLUTION 2009-08

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A WARRANTY DEED AND TWO PERPETUAL EASEMENTS TO FURTHER THE COMPLETION OF 1000 NORTH IN TOOEELE CITY

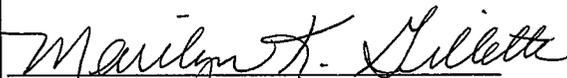
WHEREAS, Tooele City Corporation has asked the County to authorize a Warranty Deed and two Perpetual Easements to further the completion of 1000 North in Tooele City; and

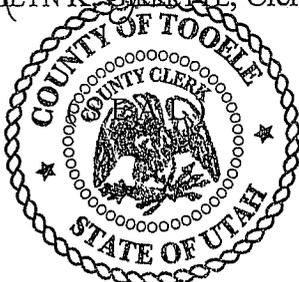
WHEREAS, the Board of County Commissioners of Tooele County, Utah, has determined that the interests and welfare of the public within Tooele County's jurisdiction will best be served by the authorization and execution of a Warranty Deed and two Perpetual Easements to further the completion of 1000 North in Tooele City.

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE COUNTY COMMISSION that Tooele County approves and authorizes the execution of a Warranty Deed and two Perpetual Easements with Tooele City Corporation to further the completion of 1000 North in Tooele City.

APPROVED AND ADOPTED this 12th day of May 2009.

ATTEST:


MARILYN K. GILLETTE, Clerk



TOOEELE COUNTY COMMISSION:


COLLEEN S. JOHNSON, Chairman
J. Bruce Clegg, Commissioner

Commissioner Johnson voted absent
Commissioner Clegg voted aye
Commissioner Hurst voted aye

APPROVED AS TO FORM:


DOUG HOGAN
Tooele County Attorney

WHEN RECORDED, MAIL TO:
TOOELE CITY CORPORATION
90 North Main
Tooele, UT 84074
(435) 843-2100

Warranty Deed

County TOOELE

Tax ID No. 02-128-0-0012
Parcel No. 61:A
Project No. STP-2684(4)0

TOOELE COUNTY, UTAH, a municipal corporation of the State of Utah, Grantor, hereby CONVEYS AND WARRANTS to the TOOELE CITY CORPORATION, at 90 North Main, Tooele, UT 84074, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in TOOELE County, State of Utah, to-wit:

Beginning North 89° 42'08" East 1184.54 feet along the section line, and South 51.95 feet from the Northwest corner of Section 20, Township 3 South, Range 4 West, Salt Lake Base and Meridian, to the point of beginning; and running thence North 10°05'32" East, a distance of 1.49 feet; thence North 14°34'04" East, a distance of 1.91 feet; thence North 10°15'12" East, a distance of 20.89 feet; thence North 09°08'57" East, a distance of 17.45 feet; thence North 02°06'13" East, a distance of 1.83 feet; thence North 08°43'40" East, a distance of 10.66 feet; thence continue northerly along said line, a distance of 10.91 feet; thence North 06°08'50" East, a distance of 16.09 feet; thence North 06°54'11" East, a distance of 22.74 feet; thence North 07°29'29" East, a distance of 3.29 feet; thence North 89°43'20" East, a distance of 99.23 feet; thence South 04°01'51" West, a distance of 12.09 feet; thence South 05°13'56" West, a distance of 3.98 feet; thence South 05°24'14" West, a distance of 19.55 feet; thence South 02°47'17" West, a distance of 17.13 feet; thence continue southerly along said line, a distance of 11.03 feet; thence South 13°37'42" West, a distance of 12.06 feet; thence South 10°32'42" West, a distance of 18.78 feet; thence South 13°01'43" West, a distance of 7.20 feet; thence South 13°30'24" West, a distance of 5.41 feet; thence South 89°43'20" West, a distance of 101.10 feet to the POINT OF BEGINNING.

Containing 10,719.17 square feet or 0.2461 acres, more or less.

Parcel No. 61:A
Project No. STP-2684(4)0

IN WITNESS WHEREOF, said Candy has caused this instrument to be executed by its proper officers thereunto duly authorized, this 4th day of MAY, A.D. 20 09.

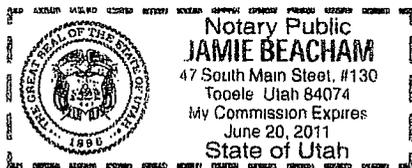
Terry Hurst
By Candy Commissioner

STATE OF UTAH)
) ss.
COUNTY OF)

On the date first above written personally appeared before me, COMMISSIONER HURST, who, being by me duly sworn, did say that he is the Commissioner of Tooele County, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority of a resolution adopted at a regular meeting of the Tooele County held on the 12th of MAY A.D. 20 09, and said Commissioner will acknowledged to me that said municipal corporation executed the same.

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

Jamie Beacham
Notary Public



WHEN RECORDED, MAIL TO:
TOOELE CITY CORPORATION
90 North Main
Tooele, UT 84074
(435) 843-2100

Perpetual Easement

County TOOELE

Tax ID No. 02-128-0-0012
Parcel No. 61:E
Project No. STP-2684(4)0

TOOELE COUNTY, UTAH, a municipal corporation of the State of Utah, Grantor, hereby CONVEYS AND WARRANTS to the TOOELE CITY CORPORATION, at 90 North Main, Tooele, UT 84074, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in TOOELE County, State of Utah, to-wit:

A Perpetual Easement upon a parcel of land in fee, being part of an entire tract of land, for the purpose of constructing thereon cut and/or fill slopes and appurtenant parts, described as follows:

Beginning North 89°42'08" East 1199.81 feet, and North 52.58 feet from the Southwest Corner of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian, to the true POINT OF BEGINNING; thence North 07°29'29" East, a distance of 12.88 feet; thence North 04°45'33" East, a distance of 3.15 feet; thence North 05°56'19" East, a distance of 9.16 feet; thence North 89°43'20" East, a distance of 98.28 feet; thence South 06°04'13" West, a distance of 1.43 feet; thence South 04°25'33" West, a distance of 18.70 feet; thence South 04°01'51" West, a distance of 4.95 feet; thence South 89°43'20" West, a distance of 99.23 feet to the POINT OF BEGINNING.
Containing 2,465.15 square feet or 0.0566 acres, more or less.

It is agreed hereby, that the Owners, by consent of the TOOELE CITY CORPORATION, shall have the right to lessen, but not to increase the vertical distance or grade of said cut and /or fill slopes, after said slopes are constructed on the above described lands at the expense of said TOOELE CITY CORPORATION, thereafter said TOOELE CITY CORPORATION is relieved of any further claim or demand for costs, damages, or maintenance charges which may accrue against said slopes and appurtenant parts thereof.

WHEN RECORDED, MAIL TO:
TOOELE CITY CORPORATION
90 North Main
Tooele, UT 84074
(435) 843-2100

Perpetual Easement

County TOOELE

Tax ID No. 02-128-0-0012
Parcel No. 61:2E
Project No. STP-2684(4)0

TOOELE COUNTY, UTAH a municipal corporation of the State of Utah, Grantor, hereby CONVEYS AND WARRANTS to the TOOELE CITY CORPORATION, at 90 North Main, Tooele, UT 84074, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in TOOELE County, State of Utah, to-wit:

A Perpetual Easement upon a parcel of land in fee, being part of an entire tract of land, for the purpose of constructing thereon cut and/or fill slopes and appurtenant parts, described as follows:

Beginning North 89° 42'08" East 1184.54 feet along the section line, and South 51.95 feet from the Northwest corner of Section 20, Township 3 South, Range 4 West, Salt Lake Base and Meridian, to the POINT OF BEGINNING; and running thence North 89°43'20" East, a distance of 101.10 feet; thence South 13°30'24" West, a distance of 9.42 feet; thence South 11°38'37" West, a distance of 19.27 feet; thence South 89°43'20" West, a distance of 100.29 feet; thence North 11°18'27" East, a distance of 13.60 feet; thence North 10°05'32" East, a distance of 14.92 feet to the POINT OF BEGINNING.
Containing 2,814.63 square feet or 0.0646 acres, more or less.

It is agreed hereby, that the Owners, by consent of the TOOELE CITY CORPORATION, shall have the right to lessen, but not to increase the vertical distance or grade of said cut and /or fill slopes, after said slopes are constructed on the above described lands at the expense of said TOOELE CITY CORPORATION, thereafter said TOOELE CITY CORPORATION is relieved of any further claim or demand for costs, damages, or maintenance charges which may accrue against said slopes and appurtenant parts thereof.

