

**Mayor's Office: Council Agenda Item Request Form**  
*This form and supporting documents (if applicable) are due the Wednesday  
before the COW meeting by noon.*

<b>Date Received</b> (office use)	
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<b>Date of Request</b>	09/20/2017
<b>Requesting Staff Member</b>	Holly Yocom
<b>Requested Council Date</b>	09/26/2017
<b>Topic/Discussion Title</b>	Resolution and agreement authorizing execution of a mutual fire line easement agreement granting authority to tie into an existing fire line to provide for fire suppression on county property.
<b>Description</b>	The Agreement allows Salt Lake County to tie into an existing fire line for fire suppression at the new Parks Operation Center.
<b>Requested Action<sup>1</sup></b>	Approve Agreement and Resolution authorizing execution of the fire line easement.
<b>Presenter(s)</b>	Holly Yocom, Community Services Director, Martin Jensen, Division Director for Parks and Recreation and David Johnson, Deputy District Attorney
<b>Time Needed<sup>2</sup></b>	
<b>Time Sensitive<sup>3</sup></b>	
<b>Specific Time(s)<sup>4</sup></b>	
<b>Contact Name &amp; Phone</b>	Holly Yocom 385-468-7052
<b>Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without</b>	Attached Resolution and Agreement

<sup>1</sup> What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

<sup>2</sup> Assumed to be 10 minutes unless otherwise specified.

<sup>3</sup> Urgency that the topic to scheduled on the requested date.

<sup>4</sup> If important to schedule at a specific time, list a few preferred times.

documentation may be taken off for consideration at that COW meeting.	
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**Mayor or Designee approval:** \_\_\_\_\_



children's  
JUSTICE CENTER  
SALT LAKE COUNTY



**SIM GILL**  
DISTRICT ATTORNEY



**Ralph Chamness**  
Chief Deputy  
Civil Division

**Lisa Ashman**  
Administrative  
Operations

**Jeffrey William Hall**  
Chief Deputy  
Justice Division

**Blake Nakamura**  
Chief Deputy  
Justice Division

## MEMORANDUM

**TO:** Martin Jensen

**FROM:** David Johnson 

**DATE:** September 6, 2017

**RE:** Mutual Fire Line Easement, Rema Tip Top/North America, Inc.

Our office has approved the above referenced easement, and corresponding resolution, as to form and legality. I am delivering them to you for further action. Please note that the materials provided include a scanned copy of Rema's signature page. Rema is sending me an original copy via mail. The scanned copy is sufficient for council approval, however we should use the original signature page for final execution and recording. I will provide you the original signature page once I receive it.

If you have any questions or require additional assistance with this matter, please contact me at 87766.

RESOLUTION NO. \_\_\_\_\_

DATE \_\_\_\_\_

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING  
EXECUTION OF A MUTUAL FIRE LINE EASEMENT AGREEMENT  
GRANTING AUTHORITY TO TIE INTO AN EXISTING FIRE LINE TO  
PROVIDE FOR FIRE SUPPRESSION ON COUNTY PROPERTY.

RECITALS

A. Salt Lake County (the “County”) owns a parcel of real property located at approximately 5404 South Airport Road, West Jordan, Utah, identified as Parcel No. 21-19-100-025, which is used by the Salt Lake County Public Works Department (the “County Public Works Property”).

B. The County also owns a parcel of real property adjacent to the County Public Works Property, where the County intends to build maintenance and operations facilities for the Salt Lake County Parks and Recreation (the “County Parks Property”).

C. REMA Tip Top/North America, Inc. (“REMA”) owns a parcel located adjacent to the County Public Works Property (“REMA Property”).

D. The County Public Works Property and the REMA Property constitute the two lots that make up a subdivision named the 84 Industrial Subdivision as found on the 84 Industrial Subdivision Final Plat, recorded on March 29, 2012 as Entry No. 1136000 in Book 2012P at Page 34 (the “Subdivision”).

E. An underground water line for fire suppression (the “Fire Line”) serves both lots in the Subdivision, and is located within a reciprocal fire line easement established and governed by a Declaration of Reciprocal Easements and Maintenance Agreement, recorded in the Salt Lake County Recorder’s office as Entry No. 11363059 in Book 10005 at Page 3015 (the “Declaration”).

F. The County would like to tie into the existing Fire Line to provide for fire

suppression on the County Parks Property and enter into a mutual easement and maintenance agreement to cover both the Fire Line and the fire line extension on the County Parks Property (the "Extended Fire Line").

G. REMA and County wish to allow County to tie into the Fire Line and provide for a mutual fire line easement that includes both the Fire Line and the Extended Fire Line.

H. It has been determined that the best interests of the County and the general public will be served by executing the Mutual Fire Line Easement Agreement attached to this Resolution, which is in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the grant and conveyance of the easement as provided in the Mutual Fire Line Easement Agreement is hereby approved, and the Mayor and Salt Lake County Clerk are authorized and directed to execute the Mutual Fire Line Easement Agreement, attached hereto as Exhibit A, and any other related document necessary to complete this transaction.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Steve DeBry, Chairman

ATTEST:

\_\_\_\_\_  
Sherrie Swensen  
Salt Lake County Clerk  
Date: \_\_\_\_\_

Digitally signed by David Johnson  
Reason: Approved as to form.  
Date: 2017.08.30 10:35:33 -06'00'

Voting:

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

**EXHIBIT A**

**(Mutual Fire Line Easement Agreement)**

When Recorded, Mail To:  
Salt Lake County Real Estate Section  
2001 South State Street, #S3-110  
Salt Lake City, Utah 84114-4575

## **MUTUAL FIRE LINE EASEMENT AGREEMENT**

Tax ID. Nos. 21-19-100-028  
21-19-100-025  
21-19-100-026

**THIS MUTUAL FIRE LINE EASEMENT AGREEMENT (“Agreement”)** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2017 by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (“County”), and **REMA Tip Top/North America, Inc.**, a New Jersey Corporation (“REMA”) (collectively referred to hereafter as “Parties”).

### **RECITALS:**

A. The County intends to build maintenance and operations facilities for Salt Lake County Parks and Recreation on certain real property located at approximately 4701 West 6200 South, West Jordan, Utah, identified as Parcel No. 21-19-100-028, which is more particularly described in Exhibit A (the “County Parks Property”).

B. The County also owns an adjacent parcel of land located at 6404 South Airport Road, identified as Parcel No. 21-19-100-025, which is used by the Salt Lake County Public Works Department and which is more particularly described in Exhibit B (“County Public Works Property”).

C. REMA owns a parcel adjacent to the County Public Works Property located at 6428 South Airport Road, identified as Parcel No. 21-19-100-026, which is more particularly described in Exhibit C (the “REMA Property”).

D. The County Public Works Property and the REMA Property constitute the two lots that make up a subdivision named the 84 Industrial Subdivision as found on the 84 Industrial Subdivision Final Plat, recorded on March 29, 2012 as Entry No. 1136000 in Book 2012P at Page 34 (the “Subdivision”).

E. The County Public Works Property, the County Parks Property, and the REMA Property are sometimes collectively referred to herein as “Parcels” and individually as a “Parcel.”

F. There is an underground water line for fire suppression (the “Fire Line”) that serves both the REMA Property and the County Public Works Property, which is within a reciprocal fire line easement established and governed by a Declaration of Reciprocal Easements and Maintenance Agreement, recorded in the Salt Lake County Recorder’s office as Entry No. 11363059 in Book 10005 at Page 3015 (the “Declaration”).

G. In addition to the fire line easement, the Declaration contains utility easements for irrigation and culinary water, a sewer line and sewer facilities, drainage, and perimeter lighting (“Other Easements”).

H. The County would like to tie into the existing Fire Line to provide for fire suppression on the County Parks Property and enter into a mutual easement and maintenance agreement to cover both the Fire Line and the fire line extension on the County Parks Property (the “Extended Fire Line”) without affecting the Other Easements.

I. To accomplish this end, the Parties wish to allow the County to tie into the Fire Line and provide for a mutual fire line easement that includes both the Fire Line and the Extended Fire Line.

### **AGREEMENT:**

**NOW, THEREFORE,** in consideration of the premises, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference.
2. **Grant of Easement.** The County and REMA hereby grant to each other, and their successors and assigns, employees, vendors, guests, invitees and customers, a non-exclusive easement on, over and across the property identified and legally described on Exhibits D and E attached hereto (the “Mutual Fire Line Easement Area”) for the purpose of maintaining, repairing and replacing certain utility improvements comprised of water lines, valves and appurtenances which are part of the fire safety system servicing the Subdivision and the County Parks Property, and related facilities and appurtenances reasonably necessary to operate the same (collectively, the “Fire Safety Facilities”). Except as otherwise provided in Paragraph 6 hereof, the County and REMA agree to be responsible for the maintenance, repair and replacement of the Fire Safety Facilities located on their respective Parcel(s) at the Parcel owner’s sole cost and expense; provided, however, that each party and their respective successors, assigns, invitees and licensees shall also have the right of ingress and egress over and across the Parcels to perform any emergency or necessary maintenance, repairs, or replacement of the Fire Safety Facilities which the other party refuses or is unable to perform after reasonable notice, provided that the exercise of such right shall not materially interfere with the use, enjoyment or development of, or cause damage to, such Parcel. In the event a Party performs maintenance or repairs to the Fire Safety Facilities which are not located on such Party’s Parcel(s) then the Party that owns the Parcel where the maintenance or repairs were performed shall reimburse the Party that performed the maintenance or repairs for the reasonable costs and expenses incurred in performing such maintenance or repairs within thirty (30) days of receipt of a written invoice for the same.
3. **Use of Easement During Construction.** The County shall give REMA fourteen (14) days prior written notice before tying the Extended Fire Line into the existing Fire Line, and



shall coordinate the hot tap of the Fire Line to minimize the impact on REMA's operations.

4. **Consideration.** As consideration for this Mutual Fire Line Easement, the County shall improve a sewer line on the REMA Property from the pump to the sewer main in Airport Road to increase the fall rate in the gravity drain-line as provided in the plans attached hereto as Exhibit F. To accommodate these improvements, REMA shall grant the County a temporary construction easement during the period of construction to enter onto the REMA Property for the purpose of making these improvements to the sewer line. The County agrees to repair any surface disturbances to the REMA Property that are caused by County while making the improvements contemplated in Exhibit F (lawn, asphalt, or other). Repairs will be to as near the conditions existing prior to such improvements being commences as is reasonably possible.
5. **Acceptance of Easement.** The Parties, together with their successors and assigns, acknowledge that the Fire Safety Facilities existing or to be constructed on the Subdivision and the County Parks Property are all subject to the above described easement and right-of-way for use by the Parties, their successors and assigns, employees, vendors, guests, invitees and customers.
6. **Indemnification.** A. Notwithstanding the provisions of Paragraph 2 above, in the event that tying the Extended Fire Line into the existing Fire Line results in a necessary modification of any portion of the existing Fire Line on the REMA Property and if such modification is required by West Jordan City in order to obtain a certificate of occupancy on County Project I.D. # FAC31878, the County shall pay REMA for the cost of making the necessary modification.  
  
B. Further, the County and its successors and assigns, shall indemnify REMA for any loss incurred as a result of any action or inaction of the County, its employees, vendors, contractors, guests, invitees, or customers, arising out of or in connection with the construction of the Extended Fire Line or tying the Extended Fire Line into the existing Fire Line, including but not limited to, property damage, personal injury (including claims otherwise subject to workers' compensation coverage), and business interruption.  
  
C. County is a political subdivision of the State of Utah, and County's liability and indemnification obligations under this Paragraph 6 are subject to the limitations set forth in the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 to -904 (2016), as amended.
7. **Continuing and Perpetual Easement.** It is understood that this grant and easement shall, at all times, be deemed to be a continuing easement running with the land and shall be binding upon the heirs, successors and/or assigns of the Parties.
8. **Maintenance and Repair.** Each Party shall retain the obligation to repair and/or maintain the Fire Safety Facilities on their own property. If either Party's use of the easement provided for herein causes physical damage to the Parcel owned by the other Party, the Party causing the damage shall repair or restore the Parcel to the condition it was in prior

to causing such damage.

9. **Ownership, Control, and Use of the Parcels.** Notwithstanding any of the terms of this Agreement, the Parties shall retain their respective right, title, and interest in and to their own Parcel(s), and may fully exercise their rights in and to their own Parcel(s) to the extent not inconsistent with this Agreement. In addition, each Party expressly reserves the right to expand, contract, or alter the use of its own Parcel (including the construction, modification or reconstruction of any buildings or other legal structures or improvements thereon) to the extent such reconfiguration, expansion, or contraction is not inconsistent with applicable law or this Agreement.
10. **Assignment and Assumption of This Agreement.** The easements and rights granted herein shall be appurtenant to the Parcels and shall not be separated therefrom. Upon the transfer, conveyance, pledge or mortgage of a Parcel, the easements and rights granted herein shall be deemed to be automatically transferred, conveyed, pledged or mortgaged with the Parcel.
11. **Modification.** No modification of this Agreement shall be made unless it is made in writing signed by the Parties or the successor owners of the respective Parcels. Each of the provisions of this Agreement shall be independent of all of the other provisions. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, which shall remain in full force and affect, and this Agreement shall be construed, to the extent possible, as if such invalid or unenforceable provision were omitted.
12. **Dispute Resolution.** In the event of a dispute between the Parties arising directly or indirectly out of this Agreement, the Parties shall submit the dispute to mediation before any judicial action may be initiated, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. The Parties involved shall agree upon a mediator and shall mediate the matter in good faith. Each Party shall be responsible for its own costs and shall split the cost of the mediator between them.
13. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah, both as to the interpretation and performance without regard to the principles of conflicts of law. Any action involving this Agreement or any dispute hereunder shall only be brought in the state or federal courts residing in Utah.
14. **Binding Affect.** This Agreement shall inure to the benefit of and shall be legally binding upon the Parties hereto and the heirs, executors, administrators, successors and assigns and other legal representatives of them and each of them.
15. **Breach Shall Not Permit Termination.** No breach of this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement, but the foregoing limitation shall not affect in any manner any other rights or remedies which the Parties may have hereunder by reason of any breach of this Agreement. Further, any such breach shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but all covenants or restrictions herein contained shall continue to be binding upon

and effective against any person who acquires any interest in the Parcels subject to this Agreement through foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

16. **Notices.** All notices, demands, requests, and other communications required or given under this Agreement shall be in writing and shall be deemed delivered on the earlier of (i) delivery in person to the recipient named below, (ii) delivery to a reputable overnight delivery service, or (iii) three days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to REMA: \_\_\_\_\_

If to County: Salt Lake County Real Estate Section  
2001 South State Street, Room S3-110  
Salt Lake City, Utah 84114-4575

Each Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

APPROVED AS TO FORM  
District Attorney's Office

By: R. Christopher Preston  
Attorney

R. CHRISTOPHER PRESTON

Date: 8/30/2017

**SALT LAKE COUNTY**

By: \_\_\_\_\_  
Mayor or Designee

By: \_\_\_\_\_  
Salt Lake County Clerk

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that (s)he is the \_\_\_\_\_ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah

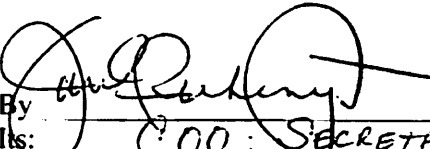
DATE: 3/26/2017  
BY: CHRISTOPHER PRESTON  
APPROVED  
DISTRICT ATTORNEY'S OFFICE  
APPROVED AS TO FORM

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me Sherrie Swensen, who being by me duly sworn, did say and acknowledge that (s)he is the Clerk of Salt Lake County, and that the foregoing instrument was signed by her on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

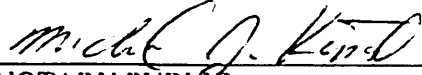
\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah

**REMA Tip Top/North America, Inc.**

By   
Its: COO; SECRETARY

~~STATE OF UTAH                    )~~  
~~:SS~~  
~~COUNTY OF SALT LAKE    )~~

On this 22 day of AUGUST, 2017, personally appeared before me JOHN BREHENY, who being duly sworn, did say that he is the COO; SECRETARY of REMA Tip Top/North America Inc., and that the foregoing instrument was signed in behalf of REMA Tip Top/North America Inc., and he acknowledged that said corporation executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC  
~~Residing in Salt Lake County, Utah~~

**MICHAEL J. KISSANE**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 1/28/2020**

Exhibit A  
County Parks Property  
Legal Description

A Parcel of land being one entire tract located in the Northwest Quarter of Section 19, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said entire tract is described in that Warranty Deed recorded as Entry Number 10066273 in Book 9449, Page 7520, Salt Lake County Recorder's Office. The boundary of said parcel of land is described as follows:

Beginning at a point on the Westerly Right of way line of Airport Road, said point being S89°55'30"E, 1513.65 feet and South, 319.95 Feet and S00°05'49"E, 295.44 feet (Record=S0°04'30"W, 615.49') from the Northwest Corner of Section 19, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence S00°05'49"E, 478.49 feet (Record=South), along said westerly Right of Way line a distance of 478.49 feet to the Northeast corner of 84 Industrial Subdivision Amended as recorded in the office of the Salt Lake County Recorder as entry number 11360000 in Book 2012P Page 34; Thence N89°56'35"W, a distance of 1380.54 feet along said Northerly subdivision line to the Easterly Right of Way line of the Denver and Rio Grande Railroad; Thence along said Easterly Right of Way 479.95 feet along the arc of a 5679.65' non tangent radius curve to the right (Chord bears N04°17'58"E, 479.80 feet)(Record=N04°23'47"E, 479.87 feet) ; thence S89°56'35"E, a distance of 1343.75 feet to the point of beginning.

Tax ID No. 21-19-100-028

Exhibit B  
County Public Works Property  
Legal Description

All of Lot 1, 84 Industrial Subdivision Final Plat, Amending Lot 1, according to the Official Plat thereof, filed March 29, 2012 as Entry No. 11360000 in Book 2012P at Page 34, in the Office of the County Recorder of Salt Lake County, State of Utah.

Tax ID No. 21-19-100-025

**Exhibit C  
REMA Property  
Legal Description**

**All of Lot 2, 84 Industrial Subdivision Final Plat Amending Lot 1, according to the Official Plat thereof filed March 29, 2012 as Entry No. 11360000 in Book 2012P at Page 34, on file and of record in the Office of the Salt Lake County Recorder.**

**Tax ID No. 21-19-100-026**



Exhibit D  
Mutual Fire Line Easement Area  
Legal Description

The following three legal descriptions for the Fire Line and the Extended Fire Line (Parcel 1:PE, and Parcel 2:PE) constitute the Mutual Fire Line Easement Area:

**FIRE LINE:**

A TEN FOOT WIDE EASEMENT FOR FIRE SERVICE, FIVE FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE EASTERLY LINE OF LOT I, 84 INDUSTRIAL SUBDIVISION FINAL PLAT, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2007 OF PLATS AT PAGE 185 OF THE OFFICIAL RECORD, SAID POINT BEING NORTH 89°55'30" WEST ALONG THE SECTION LINE 1065.83 FEET TO THE CENTER LINE OF AIRPORT ROAD AND SOUTHERLY ALONG SAID CENTERLINE THE FOLLOWING (2) COURSES: (1) SOUTH 319.91 FEET, (2) SOUTH 00°05'49" EAST 773.98 FEET AND WEST 29.78 FEET AND NORTH 89°56'35" WEST 10.22 FEET AND SOUTH 00°05'49" EAST 584.72 FEET FROM THE NORTH QUARTER CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE I WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE AS FOLLOWS: WEST 219.51 FEET TO POINT P1; THENCE NORTH 42.08 FEET TO AN EXISTING FIRE HYDRANT; THENCE COMMENCING FROM POINT P1 WEST 171.79 FEET TO POINT P2; THENCE NORTH 210.84 FEET; THENCE WEST 17.90 FEET TO AN EXISTING FIRE HYDRANT; THENCE COMMENCING FROM POINT P2 WEST 176.73 FEET TO POINT P3; THENCE NORTH 94.16 FEET TO AN EXISTING FIRE CONNECTION; THENCE COMMENCING FROM POINT P3 WEST 39.11 FEET TO POINT P4; THENCE NORTH 116.26 FEET TO AN EXISTING FIRE CONNECTION; THENCE COMMENCING FROM POINT P4 WEST 78.37 FEET TO POINT P5; THENCE SOUTH 7.24 FEET TO AN EXISTING FIRE HYDRANT; THENCE COMMENCING FROM POINT P5 WEST 374.58 FEET TO POINT P6; THENCE SOUTH 35.12 FEET TO AN EXISTING FIRE HYDRANT; THENCE COMMENCING FROM POINT P6 NORTH 218.25 FEET TO POINT P7; THENCE WEST 9.75 FEET TO AN EXISTING FIRE HYDRANT; THENCE COMMENCING FROM POINT P7 NORTH 187.24 FEET TO POINT P8; THENCE NORTH 00°41 '44" WEST 159.17 FEET TO AN EXISTING FIRE HYDRANT; THENCE COMMENCING FROM POINT P8 EAST 335.70 FEET TO POINT P9; THENCE SOUTH 26.26 FEET TO AN EXISTING FIRE HYDRANT; THENCE COMMENCING FROM POINT P9 EAST 48.72 FEET TO POINT P10; THENCE SOUTH 170.81 FEET TO AN EXISTING FIRE HYDRANT; THENCE COMMENCING FROM POINT P10 NORTH 89°51'56" EAST 300.62 FEET TO POINT P11; THENCE NORTH 01°43'10" EAST 53.12 FEET TO AN EXISTING FIRE HYDRANT; THENCE COMMENCING FROM POINT P11 SOUTH 89°18'51" EAST 13.22 FEET TO POINT P12; THENCE NORTH 01°13'48" EAST 58.33 FEET TO AN EXISTING FIRE CONNECTION; THENCE COMMENCING FROM POINT P12 SOUTH 89°18'51" EAST 81.30 FEET TO POINT P13; THENCE NORTH 00°22'06" WEST 59.35 FEET TO AN EXISTING FIRE CONNECTION; THENCE COMMENCING FROM POINT P13 SOUTH 89°18'51" EAST 187.56 FEET TO POINT P14; THENCE NORTH 60.87 FEET TO AN EXISTING FIRE HYDRANT; THENCE COMMENCING FROM POINT P14 SOUTH 89°18'51" EAST 92.32 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1

**EXHIBIT D (Cont.)**

**Extended Fire Line (Parcel No. 1:PE and Parcel No 2:PE):**

**Parcel No. 1:PE**

A perpetual easement being part of Lot 1 of the 84 Industrial Subdivision Final Plat Amending Lot 1 recorded as Entry No. 1136000 in Book 2012P at Page 34 in the Office of the Salt Lake County Recorder and described in that Special Warranty Deed recorded as Entry No. 11809321 in Book 10213 at Page 3616 and located in the Northwest Quarter of Section 19, Township 2 South, Range 1 West of the Salt Lake Base and Meridian. Said perpetual easement is 10.0 feet wide having 5.0 feet on each side of the following described centerline:

Beginning at a point in the northerly line of said Lot 1, 920.51 feet N. 89°56'35" W. from the northeast corner of said Lot 1, which point is also 1065.83 feet N. 89°55'30" W. along the section line and 319.91 feet South and 773.98 feet S. 00°05'49" E. and 29.78 feet West and 10.22 feet N. 89°56'36" W. to the northeast corner of said Lot 1 and 920.51 feet N. 89°56'35" W. along the northerly line of said Lot 1 from the North Quarter Corner of said Section 19; thence South 39.83 feet; thence West 140.58 feet to intersect an existing Fire Line Easement described as Exhibit D in that Declaration of Reciprocal Easements and Maintenance Agreement recorded as Entry No. 11363059 in Book 10005 at Page 3015 in the office of said Recorder, said intersection being the point of terminus.

The sidelines of the above described 10-wide strip shall be extended or shortened to meet at angle points and to terminate at said boundary lines.

The above-described perpetual easement contains 1,804 square feet in area or 0.041 acres more or less.

**EXHIBIT "E":** By this reference, made a part hereof.

The basis of bearing for the above-described perpetual easement is S. 89°55'25" E. along the section line between the North Quarter and the Northeast Corner of Section 19, Township 2 South, Range 1 West, Salt Lake Base and Meridian.

## EXHIBIT D (Cont.)

### Parcel No. 2:PE

A perpetual easement being part of an entire tract of land described in that Special Warranty Deed recorded as Entry No. 11804080 in Book 10211 at Page 651 in the Office of the Salt Lake County Recorder, said entire tract is located in the Northwest Quarter of Section 19, Township 2 South, Range 1 West of the Salt Lake Base and Meridian. Said perpetual easement is 10.0 feet wide having 5.0 feet on each side of the following described centerlines:

Beginning at a point in the southerly boundary line of said entire tract and the northerly line of Lot 1 of the 84 Industrial Subdivision Final Plat Amending Lot 1 recorded as Entry No. 1136000 in Book 2012P at Page 34 in the Office of said Recorder, which point is 1065.83 feet N 89°55'30" W along the section line, and 319.91 feet South and 773.98 feet S. 00°05'49" E. and 29.78 feet West and 10.22 feet N. 89°56'35" W. to the northeast corner of said Lot 1, and 920.51 feet N. 89°56'35" W. along the northerly line of said Lot 1 from the North Quarter Corner of said Section 19; thence N. 00°03'25" E. 287.44 feet; thence S. 89°19'42" E. 52.67 feet to Point "A"; thence N. 00°28'47" E. 18.98 feet to a fire hydrant; thence from said Point "A", N. 89°55'49" E. 507.69 feet to Point "B"; thence South 42.37 feet to a post indicator valve; thence N. 89°29'09" W. 2.96 feet to an east side of a building; thence from said Point "B", East 28.38 feet to Point "C"; thence South 47.21 feet to a fire hydrant; thence from said Point "C", East 162.33 feet to Point "D"; thence North 33.78 feet to the south side of a building; thence from said Point "D", South 15.32 feet to a remote fire department connection; thence from said Point "D", East 84.84 feet to Point "E"; thence South 13.97 feet to a fire hydrant; thence from said Point "E", East 39.02 feet to Point "F"; thence North 27.73 feet to a post indicator valve; thence West 121.90 feet; thence North 6.05 feet to the south side of a building; thence from said Point "F", East 44.82 feet to the easterly boundary line of said entire tract and the point of terminus.

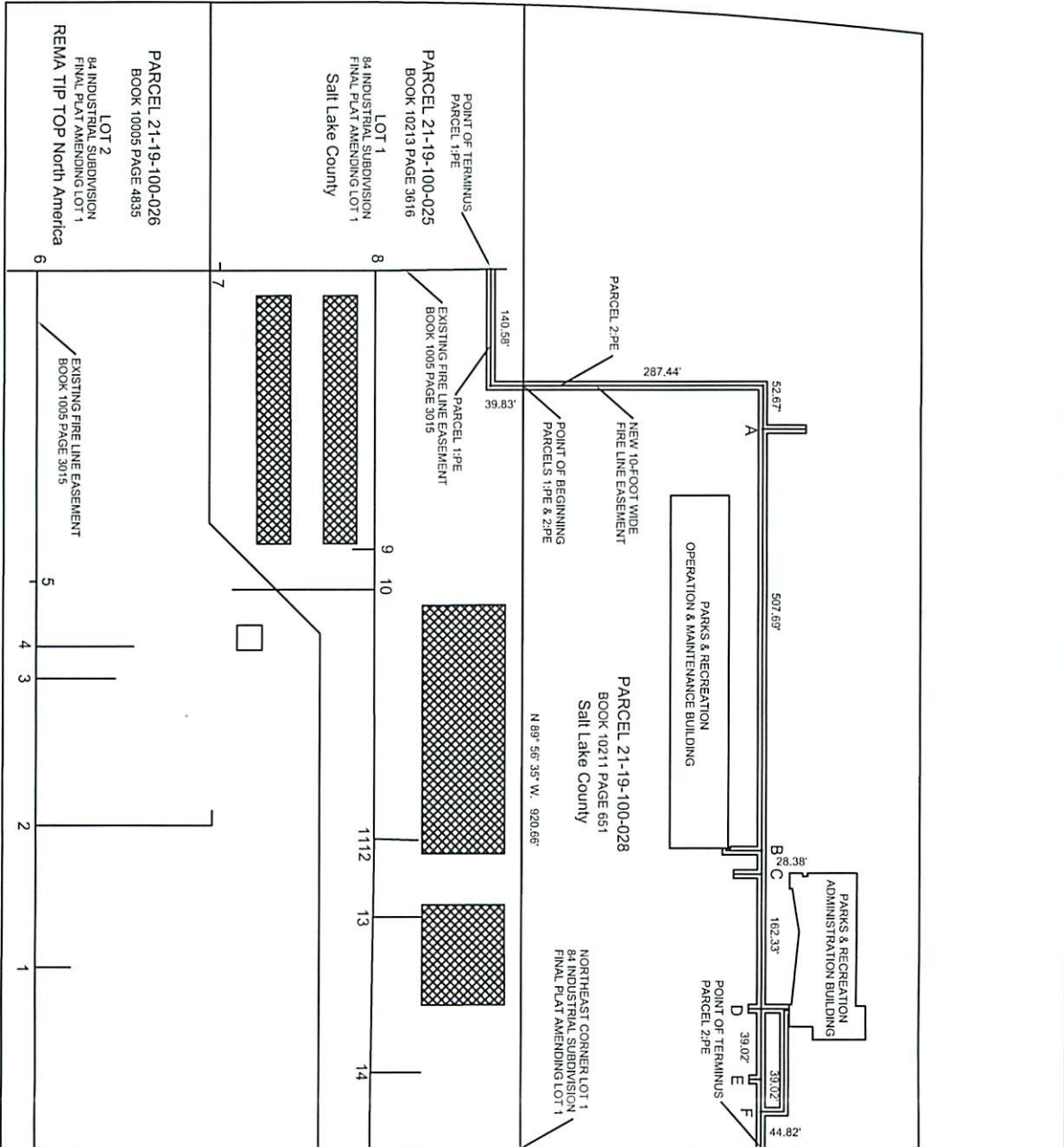
The sidelines of the above described 10-wide strip shall be extended or shortened to meet at angle points and to terminate at said boundary lines and buildings.

The above-described perpetual easement contains 14,849 square feet in area or 0.341 acres more or less.

**EXHIBIT "E":** By this reference, made a part hereof.

The basis of bearing for the above-described perpetual easement is S. 89°55'30" E. along the section line between the North Quarter and the Northeast Corner of Section 19, Township 2 South, Range 1 West, Salt Lake Base and Meridian.

**Exhibit E**  
**Mutual Fire Line Easement Area – Map**



AIRPORT ROAD - 4570 WEST

# EXHIBIT E



**FIRE LINE EASEMENT**  
**PARKS & RECREATION OPERATION BUILDING**

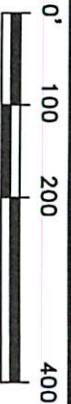
Prepared for:  
**SALT LAKE COUNTY FACILITIES**

Section 19, T. 2 S., R. 1 W., S.L.B.&M.  
Work Order No. SU20170252

Prepared by the Office of:

**Reid J. Demman, P.L.S.**  
**Salt Lake County Surveyor**

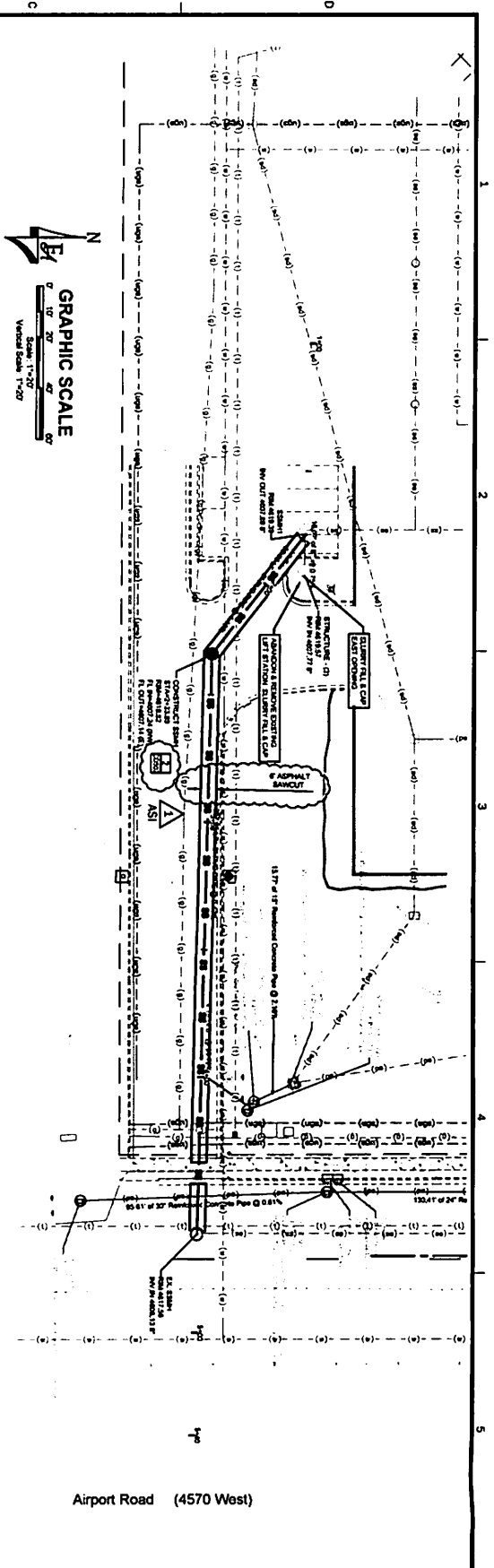
2001 S. State St. #N1-400  
Salt Lake City, Utah 84114-4575  
(385) 468-8240



Scale in Feet

Prepared By: SVK Date: 06/27/2017  
Surveyed By: NONE Date: ??/??/??  
Checked By: KDS Date: 06/27/2017

**Exhibit F**  
**County Improvement Plans**



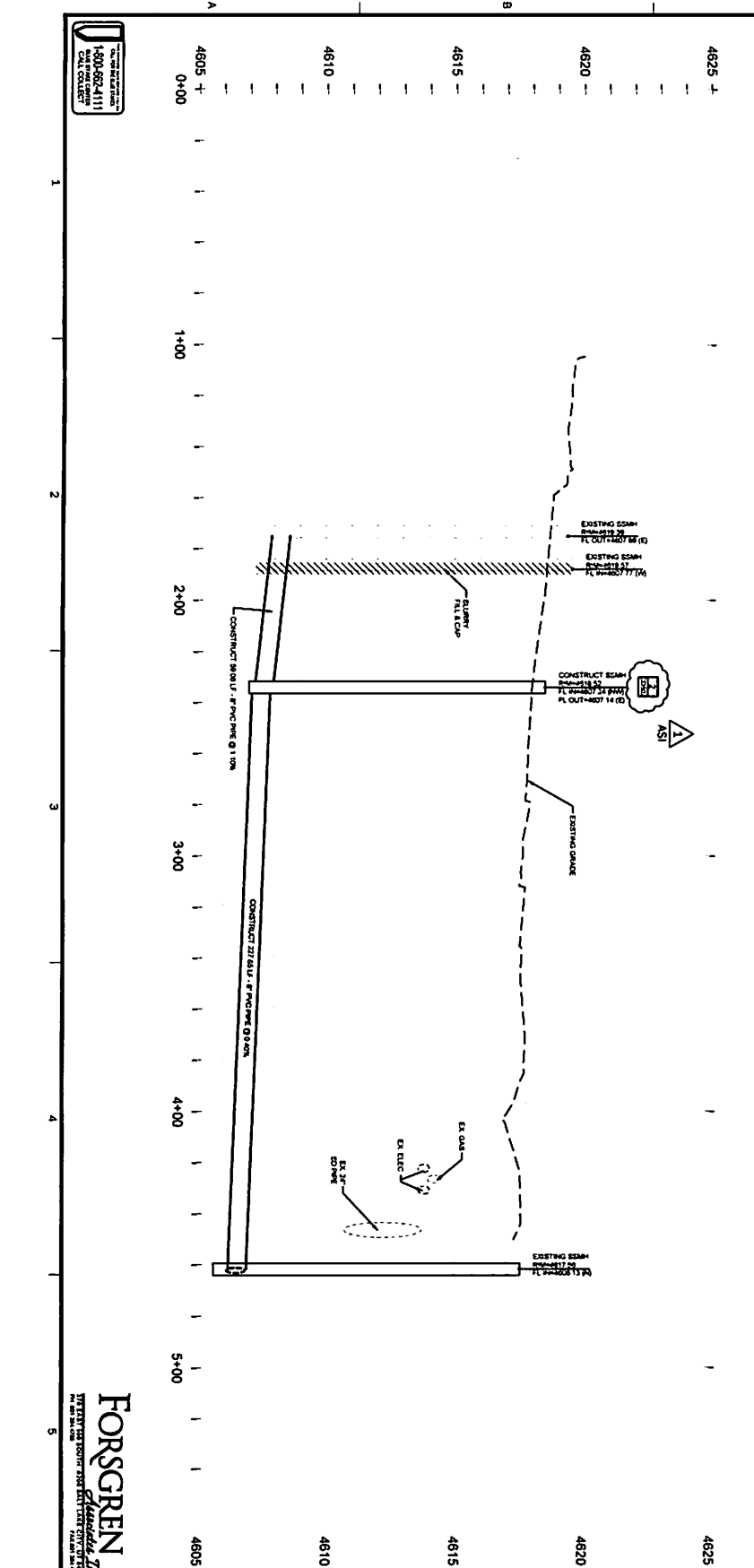
**blalock PARTNERS**  
architectural design studio

250 East 100 South  
Salt Lake City, UT 84111  
801.522.4940

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DATE: December 15, 2016  
PROJECT NO.: 1601.43  
CONFIRMED SET

AS/OT  
Dec 15, 2016



**FORSGREN**  
Civil & Environmental  
1500 West 2000 South, Suite 100  
Salt Lake City, UT 84119  
801.466.1111

**PLAN & PROFILE**  
**SEWER**  
**PP-108**

**SLCo Parks and Public Works**  
**Operation Center**  
**PROM Building**  
6332 South Airport Road  
West Jordan, Utah