

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

ADOPTED: \_\_\_\_\_, 2020

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING  
AND AUTHORIZING THE MAYOR TO GRANT A PERPETUAL EASEMENT  
TO MAGNA WATER DISTRICT

RECITALS

A. Salt Lake County (the “County”) acquired title to a parcel of real property located at approximately 4042 South 7200 West in Magna, Utah, Parcel No. 14-33-406-002 (the “Property”) in 2013.

B. The prior owner granted an easement with a twenty-year renewable term to Magna Water District, formerly known as Magna Water Company (“Magna Water”) to install and maintain an underground waterline on the Property (“Prior Easement”), but the Prior Easement was never recorded.

C. Based upon the unrecorded Prior Easement, Magna Water installed and has maintained an underground waterline and related improvements (“Waterline”) on the Property.

D. The County is in the process of developing the Property into a regional park and discovered the existence of the Waterline.

E. To clean up the record and acknowledge the existence of the Waterline, Magna Water would like to obtain and record a perpetual easement on the Property to allow for ongoing operation, repair and maintenance of the Waterline.

F. As consideration for this perpetual easement, Magna Water agrees to release the Prior Easement, which the Salt Lake County Real Estate Section as determined to constitute fair and adequate consideration in exchange for this easement.

G. The County and Magna Water have prepared an Easement Purchase Agreement (“Purchase Agreement”) attached as Exhibit A hereto, and a related Perpetual Easement (“Easement”), wherein the County grants a perpetual waterline easement across the Property to

the Magna Water.

H. It has been determined that the best interests of the County and the general public will be served by granting the Easement to Magna Water. The terms and conditions of the Purchase Agreement and the Easement are in compliance with all applicable state statues and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Purchase Agreement, attached hereto as Exhibit A and by this reference made a part of this Resolution, is hereby approved; and the Mayor is hereby authorized to execute said Purchase Agreement.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are hereby authorized consistent with the terms of the Purchase Agreement to execute the Easement, attached hereto as Exhibit B and by this reference made a part of this Resolution, and to deliver the fully executed document to the County Real Estate Section for delivery to the Magna Water as directed by the Purchase Agreement.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Max Burdick, Chair

ATTEST:

\_\_\_\_\_  
Sherrie Swensen, Salt Lake County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
R. Christopher Preston  
Deputy District Attorney

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

**EXHIBIT A**  
**(Easement Purchase Agreement)**

## EASEMENT PURCHASE AGREEMENT

This EASEMENT PURCHASE AGREEMENT (“Agreement”) is made and executed this \_\_\_ day of \_\_\_\_\_, 2020, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as GRANTOR, which expression shall include its heirs, administrators, and assigns, and MAGNA WATER DISTRICT, a body politic of the State of Utah, hereinafter referred to as GRANTEE.

### RECITALS

- A. GRANTOR owns a parcel of land located at approximately 4042 South 2700 West in Magna Metro Township, Utah, known as Magna Regional Park and specifically identified as Parcel No. 14-33-406-002 (the “Property”).
- B. GRANTOR acquired title to Magna Regional Park from Alliant Techsystems, Inc., in 2013.
- C. On August 5, 1997, Alliant Techsystems, Inc., granted an easement (the “ATK Easement”) to GRANTEE, allowing GRANTEE to install and maintain a waterline in the Property.
- D. The ATK Easement had a twenty (20) year term that automatically renewed for successive twenty (20) year terms unless terminated in writing, and GRANTEE installed an underground waterline extending from an underground water tank located in a parcel of land adjacent to the Property to the northern boundary line of the Property.
- E. The ATK Easement was never recorded, and there is a question whether GRANTOR had notice of it prior to acquiring title to the Property.
- F. GRANTEE desires now to obtain and record a perpetual easement under, over and across portions of the Property (the “Easement Area”) to allow Grantee to construct, reconstruct, operate, repair, replace and maintain the existing waterline and appurtenant structures.
- G. GRANTEE agrees to release the ATK Easement and replace it with a new perpetual easement from GRANTOR pursuant to the terms of this Agreement.
- H. GRANTOR is willing to grant and convey to GRANTEE a new perpetual easement over the Property in accordance with the terms and conditions of this Agreement.

IN CONSIDERATION of the covenants and conditions set forth herein, it is mutually agreed by the parties hereto as follows:

1. GRANTOR agrees to grant, convey, and deliver to GRANTEE the following:

A perpetual easement (the “Easement”) to GRANTEE over portions of the Property as provided in the Perpetual Easement attached hereto as Exhibit A and incorporated herein by this reference.

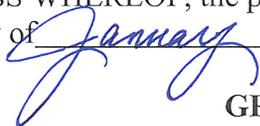
2. Because the ATK Easement was never recorded, but the waterline and appurtenant structures were installed on the Property approximately twenty years ago, because there is a question whether GRANTOR had notice of the ATK Easement, and because GRANTEE is willing to release the ATK Easement and replace it with the Perpetual Easement, GRANTOR shall convey the Easement provided for herein without fee.

3. GRANTOR and GRANTEE understand and agree that this Agreement shall not be considered final until executed by the Mayor of Salt Lake County.

4. GRANTOR and GRANTEE agree that Derrick Sorensen of the Salt Lake County Real Estate Section shall act as closing agent in accordance with the terms of this Agreement for the parties hereto.

5. It is agreed that the terms herein, including the attachments, constitute the entire Agreement between GRANTOR and GRANTEE and that no verbal statement made by anyone shall be construed to be part of this Agreement unless incorporated in writing herein.

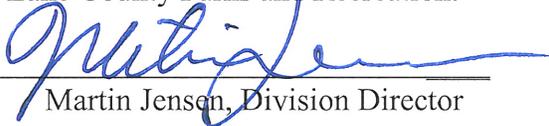
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 27 day of January, 2020.



**GRANTOR:** Salt Lake County

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

APPROVED BY  
Salt Lake County Parks and Recreation:

By   
Martin Jensen, Division Director

APPROVED AS TO FORM:

Digitally signed by Robert Preston  
Date: 2020.01.23 17:49:51 -07'00'

\_\_\_\_\_  
R. Christopher Preston  
Deputy District Attorney

**GRANTEE:** Magna Water District

By   
Its: GENERAL MANAGER

**EXHIBIT A**  
PERPETUAL EASEMENT

WHEN RECORDED RETURN TO:  
Salt Lake County Real Estate  
2001 South State Street, Suite S3-110  
Salt Lake City, Utah 84114-3300

*Space above for County Recorder's use*

**PERPETUAL EASEMENT**  
**Salt Lake County**

*Parcel No. 1-PE*  
*Tax Serial No. 14-33-406-002*  
*County Project: Magna Regional Park*  
*Surveyor WO: SU20180078*

**SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, GRANTOR, hereby Grants and Conveys to **MAGNA WATER COMPANY**, an Improvement District, now known as **MAGNA WATER DISTRICT**, a body politic of the State of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual easement under, over and across the following described property ("Easement Area") to construct, operate, repair and replace a waterline in Salt Lake County, Utah, to wit:

**(SEE EXHIBIT A)**

Grantor and Grantee hereby that to the extent the unrecorded Easement between Alliant Techsystems, Inc., and Grantee, dated August 5, 1997 is still effective, such Easement is hereby released and replaced in its entirety by this Perpetual Easement.

Grantor reserves the right to use the Easement Area for any use not inconsistent with Grantee's use of the Easement Area provided such use shall not interfere with or endanger Grantee's perpetual easement or improvements constructed therein.

Grantee shall provide ten (10) days' written notice to Salt Lake County Parks and Recreation prior to conducting any construction or maintenance activities within the Easement Area. Grantee shall conduct all construction and maintenance activities related to the waterline within the Easement Area in a good and workmanlike manner in compliance with all laws, rules, and ordinances respecting the construction. Grantee and its agents and contractors, in performance of any work in the Easement Area, shall restore all property through which work traverses to as near its original condition as is reasonably possible.

Grantee, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's officers, agents, employees, successors and assigns (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of litigation), of any person or entity, directly or indirectly arising out of, caused by, or resulting from Grantee's or Grantee's agents', employees', or invitees' use and occupation of the Easement Area. Grantee's indemnification obligations under this Agreement shall not include an obligation to indemnify, defend, or hold Grantor harmless to the extent any liability is caused by any negligent or willful act or failure to act of the Grantor. All personal property and fixtures of Grantee located within the Easement Area shall be maintained and used at the risk of Grantee and the Indemnified Parties shall not be liable for any damage thereto or theft thereof.

Signatures on following page

IN WITNESS WHEREOF, the parties have caused this Perpetual Easement to be signed by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

GRANTOR: SALT LAKE COUNTY

GRANTEE: MAGNA WATER COMPANY  
now known as MAGNA WATER DISTRICT

By: \_\_\_\_\_  
MAYOR or DESIGNEE

By: [Signature]

By: \_\_\_\_\_  
COUNTY CLERK

Its: **GENERAL MANAGER**



STATE OF UTAH )  
 )ss.  
COUNTY OF SALT LAKE )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that 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.

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

My Commission Expires: \_\_\_\_\_ NOTARY PUBLIC

Residing in: \_\_\_\_\_

STATE OF UTAH )  
 )ss.  
COUNTY OF SALT LAKE )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that he is the CLERK of Salt Lake County, and that the foregoing instrument was signed by him/her on behalf of Salt Lake County, by authority of a Resolution of the SALT LAKE COUNTY COUNCIL.

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

My Commission Expires: \_\_\_\_\_ NOTARY PUBLIC

Residing in: \_\_\_\_\_

STATE OF UTAH )  
 )ss.  
COUNTY OF SALT LAKE )

On this 27th day of January, A.D. 20 20, personally appeared before me [Signature] who being duly sworn, did say that (s)he is the General Manager of Magna Water Company now known as Magna Water District, and that the foregoing instrument was signed in behalf of Magna Water District by authority of law.



[Signature]  
NOTARY PUBLIC

**(EXHIBIT A)**

A PERPETUAL 35.00 FOOT WIDE WATER LINE EASEMENT, BEING 20.00 FEET ON THE WESTERLY SIDE AND 15.00 FEET ON THE EASTERLY SIDE OF THE CENTERLINE OF AN EXISTING 24 INCH WATER LINE, UPON A PORTION OF AN ENTIRE TRACT OF LAND, COUNTY PARCEL NUMBER 14-33-406-002, DESCRIBED IN A SPECIAL WARRANTY DEED, ENTRY NUMBER 11559110, AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE JANUARY 18, 2013, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA METRO TOWNSHIP, SALT LAKE COUNTY, UTAH, SAID CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33, THENCE SOUTH 00°10'39" WEST 214.07 FEET ALONG THE EAST LINE OF SAID SECTION 33, THENCE WEST 2578.95 FEET TO A POINT ON THE NORTH LINE OF COUNTY PARCEL NUMBER 14-33-406-002 AND THE POINT OF BEGINNING; THENCE ALONG SAID EXISTING WATERLINE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 22°33'41" WEST 107.34 FEET, (2) SOUTH 00°19'20" WEST 755.94 FEET, (3) SOUTH 45°00'15" WEST 63.95 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL AND THE POINT OF TERMINATION. SAID POINT OF TERMINATION BEING NORTH 00°19'20" EAST 1507.56 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 33.

EASEMENT CONTAINS: 32,302 S.F. / 0.74 AC +/-

THE SIDELINES OF SAID WATER LINE EASEMENT TO BE LENGTHENED OR SHORTENED TO BEGIN AND END ALONG THE NORTHERLY AND WESTERLY BOUNDARY LINES OF SAID PARCEL NUMBER 14-33-406-002.

THE BASIS OF BEARING FOR THIS EASEMENT IS BETWEEN TWO FOUND BRASS CAP MONUMENTS, THE EAST QUARTER CORNER AND SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, WITH A MEASURED BEARING AND DISTANCE OF SOUTH 00°10'39" WEST 2640.52 FEET.

*Description prepared by Phillip Christensen, P.L.S., Epic Engineering – September 20, 2018*

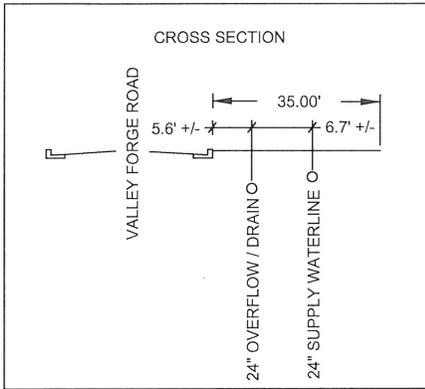
# EXHIBIT B WATER LINE EASEMENT

**LOCATED IN THE:  
SE1/4 SECTION 33, TOWNSHIP 1 SOUTH, RANGE 2 WEST,  
SALT LAKE BASE AND MERIDIAN  
MAGNA METRO TOWNSHIP, SALT LAKE COUNTY, UTAH**



BONNEVILLE ACRES PLAT "D"  
ENTRY NO. 4181030

FOUND BRASS  
CAP MONUMENT  
E1/4 COR SEC. 33



Parcel Line Table		
Line #	Length	Direction
L1	107.34	S22°33'41"W
L2	755.94	S00°19'20"W
L3	63.95	S45°00'15"W
L4	1507.56	N00°19'20"E

**LEGEND**

SECTION CORNER (FOUND)

SECTION LINE

CENTERLINE EASEMENT

EDGE EASEMENT LINE

CURB AND GUTTER

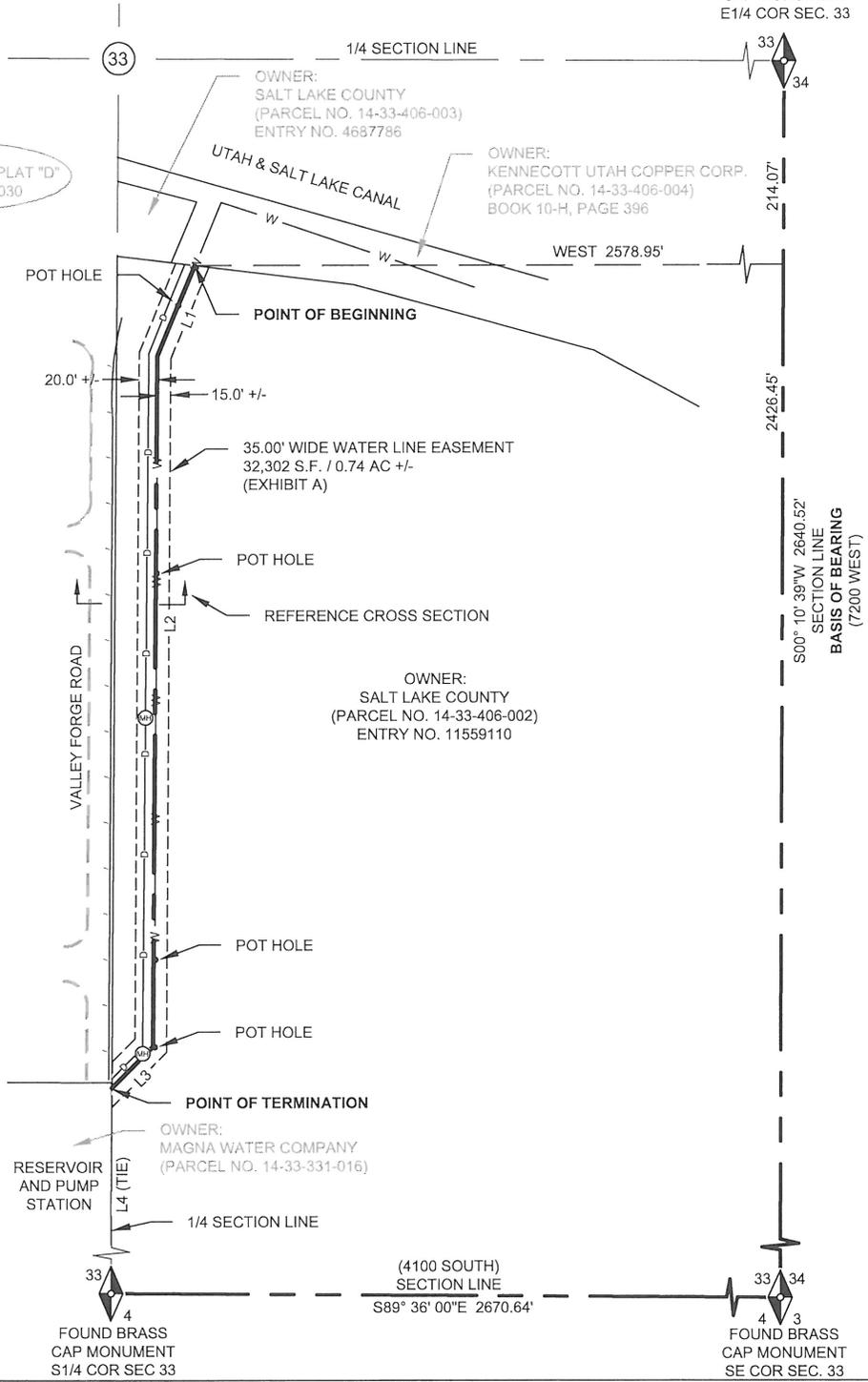
EDGE OF ASPHALT

EXISTING 24" WATER LINE

EXISTING 24" DRAIN LINE

EXISTING DRAIN MANHOLE

POT HOLE LOCATION



N:\PROJ\9803-MAGNA\MW-SALT LAKE COUNTY EASEMENT CHECK\DWG\SHEET\MAGNA 7200 WEST WATER LINE EASE.DWG

3341 South 4000 West  
West Valley, Utah 84120  
(801)955-5605  
50 East 100 South  
Heber City, Utah 84032  
(435)654-6600

**PROJECT NAME:**  
**MAGNA REGIONAL PARK - WATER LINE EASEMENT**

**PROJECT LOCATION:**  
**MAGNA METRO TOWNSHIP, SALT LAKE COUNTY, UTAH**

**SCALE**

HORIZ: 1" = 200'

BAR SCALE MEASURES 1" ON A FULL SIZE SHEET. ADJUST FOR A HALF SIZE SHEET.

DRAWN: JD	PROJECT #
DESIGNER: JD	18MW001
REVIEWED: PC	PAGE:
DATE: 09/20/2018	4 of 4

**EXHIBIT B**  
**(Perpetual Easement)**

WHEN RECORDED RETURN TO:  
Salt Lake County Real Estate  
2001 South State Street, Suite S3-110  
Salt Lake City, Utah 84114-3300

Space above for County Recorder's use

**PERPETUAL EASEMENT**  
**Salt Lake County**

*Parcel No. 1-PE*  
*Tax Serial No. 14-33-406-002*  
*County Project: Magna Regional Park*  
*Surveyor WO: SU20180078*

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**(SEE EXHIBIT A)**

Grantor and Grantee hereby that to the extent the unrecorded Easement between Alliant Techsystems, Inc., and Grantee, dated August 5, 1997 is still effective, such Easement is hereby released and replaced in its entirety by this Perpetual Easement.

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Grantee, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's officers, agents, employees, successors and assigns (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of litigation), of any person or entity, directly or indirectly arising out of, caused by, or resulting from Grantee's or Grantee's agents', employees', or invitees' use and occupation of the Easement Area. Grantee's indemnification obligations under this Agreement shall not include an obligation to indemnify, defend, or hold Grantor harmless to the extent any liability is caused by any negligent or willful act or failure to act of the Grantor. All personal property and fixtures of Grantee located within the Easement Area shall be maintained and used at the risk of Grantee and the Indemnified Parties shall not be liable for any damage thereto or theft thereof.

Signatures on following page

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GRANTOR: SALT LAKE COUNTY

GRANTEE: MAGNA WATER COMPANY  
now known as MAGNA WATER DISTRICT

By: \_\_\_\_\_  
MAYOR or DESIGNEE

By: [Signature]

By: \_\_\_\_\_  
COUNTY CLERK

Its: GENERAL MANAGER



STATE OF UTAH )  
 )ss.  
COUNTY OF SALT LAKE )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that 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.

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

My Commission Expires: \_\_\_\_\_ NOTARY PUBLIC

Residing in: \_\_\_\_\_

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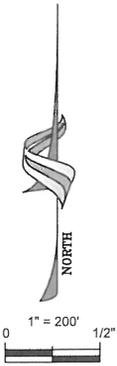
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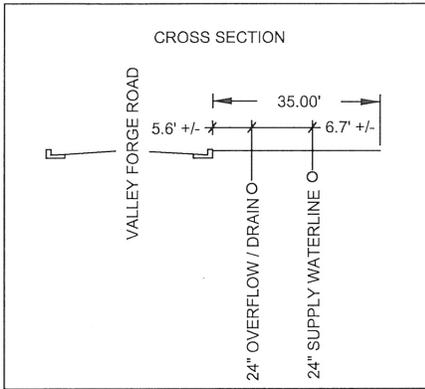
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FOUND BRASS  
CAP MONUMENT  
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**LEGEND**

SECTION CORNER (FOUND)

SECTION LINE

CENTERLINE EASEMENT

EDGE EASEMENT LINE

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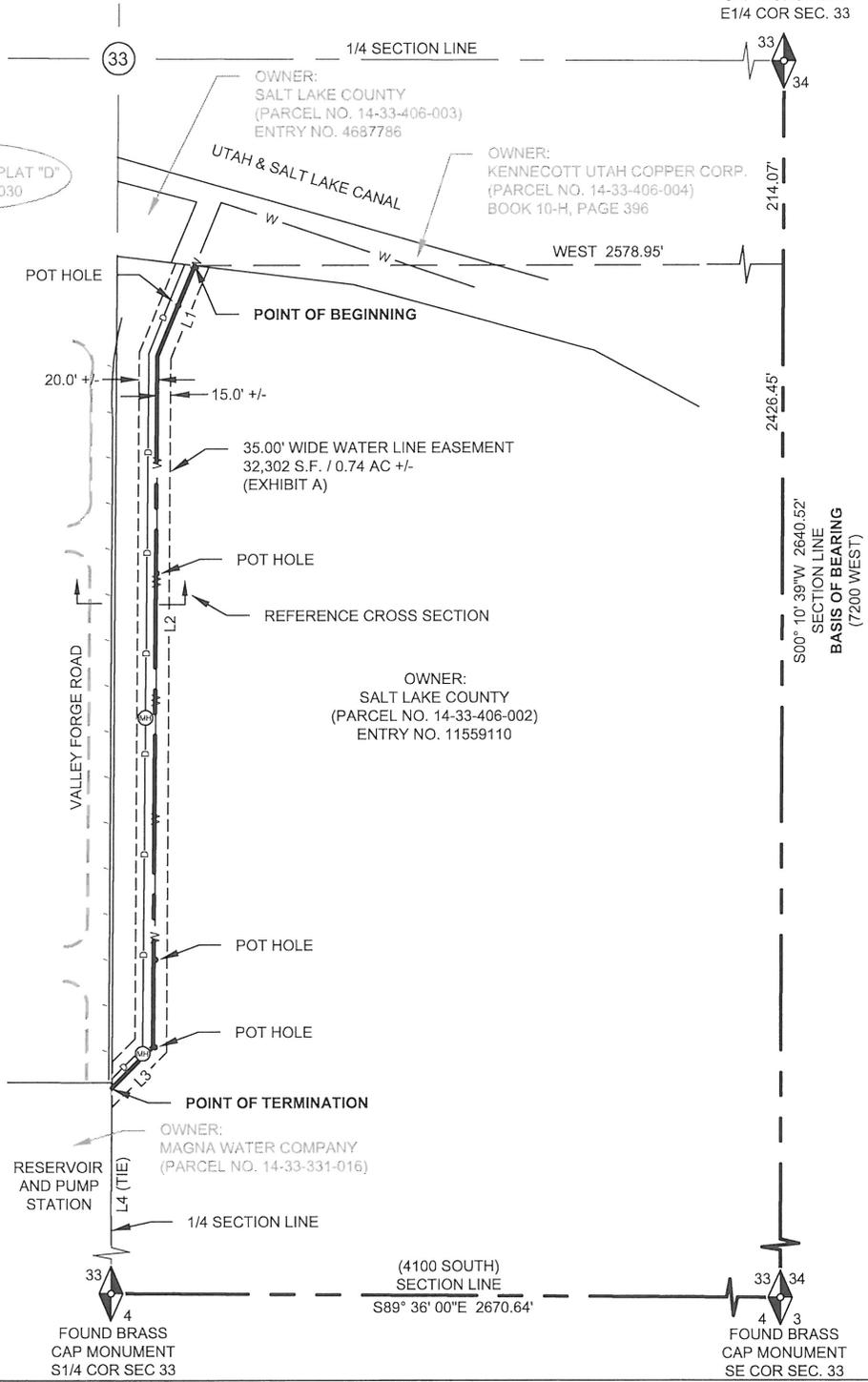
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EXISTING 24" WATER LINE

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EXISTING DRAIN MANHOLE

POT HOLE LOCATION



N:\PROJ\9803-MAGNA\MW-SALT LAKE COUNTY EASEMENT CHECK\DWG\SHEETS\MAGNA 7200 WEST WATER LINE EASE.DWG

3341 South 4000 West  
West Valley, Utah 84120  
(801)955-5605  
50 East 100 South  
Heber City, Utah 84032  
(435)654-6600

**PROJECT NAME:**  
**MAGNA REGIONAL PARK - WATER LINE EASEMENT**

**PROJECT LOCATION:**  
**MAGNA METRO TOWNSHIP, SALT LAKE COUNTY, UTAH**

**SCALE**

0 1/2"

HORIZ: 1" = 200'

BAR SCALE MEASURES 1" ON A FULL SIZE SHEET. ADJUST FOR A HALF SIZE SHEET.

DRAWN: JD	PROJECT #
DESIGNER: JD	18MW001
REVIEWED: PC	PAGE:
DATE: 09/20/2018	4 of 4