

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL
APPROVING THE GRANT OF AN EASEMENT TO MAGNA METRO TOWNSHIP
FOR STORM WATER RUNOFF AND FURTHER APPROVING THE GRANT OF
EASEMENTS TO MAGNA WATER DISTRICT FOR SEWER AND WATER

RECITALS

A. Salt Lake County (“County”) is currently constructing a project known as “Salt Lake County Magna Regional Park” (“Park”).

B. County has requested Magna Water District provide sewer and water services to the Park.

C. County has requested Magna Metro Township provide storm drain runoff to the Park.

D. Magna Water District has requested County provide it three easements to construct, maintain and provide sewer and water and related infrastructure. Attached as Exhibit 1.

E. Magna Metro Township has requested County provide it an easement to construct, maintain and provide storm drain runoff and related infrastructure. Attached as Exhibit 2.

F. In order to cooperate with the Grantees, protect the public and construct the proposed Park, the parties desire to enter into attached Easements outlining the rights and duties of the Parties.

D. It has been determined that the best interests of the County and the general public will be served by entering into the attached Easements.

NOW, IT IS HEREBY RESOLVED by the Salt Lake County Council that they have

reviewed the transaction and find that the services to be provided by Grantees constitutes full and adequate consideration for the Easements authorized and granted herein.

IT IS HEREBY FURTHER RESOLVED by the Salt Lake County Council that the Easements attached Exhibits 1 and 2 are hereby approved; and the Mayor is hereby authorized to execute said Easements and they are by this reference made a part of this Resolution, and to deliver fully executed Easements to the respective Grantees.

APPROVED and ADOPTED this _____ day of _____, 2021.

SALT LAKE COUNTY COUNCIL

By: _____
Steve Debry, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Council Member Alvord voting	_____
Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Snelgrove voting	_____
Council Member Stringham voting	_____
Council Member Theodore voting	_____
Council Member Winder Newton voting	_____

Approved As To Form

Deputy District Attorney

EXHIBIT 1

WHEN RECORDED, MAIL TO:
Magna Water District
8885 West 3500 South
Magna, Utah 84044

Perpetual Easement

Salt Lake County

Parcel No. 3870.002:2PE
Tax Serial No. 14-33-406-007
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 the **MAGNA WATER DISTRICT**, at 2711 South 8600 West, Magna, Utah 84044 (GRANTEE), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual non-exclusive right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace the Water line and other transmission and distribution structures and facilities, hereinafter called the FACILITIES, incidental to the Water line over and across the following described property (the "EASEMENT"). The boundaries of said easement are described as follows:

(SEE EXHIBIT A)

Grantor hereby agrees that **MAGNA WATER DISTRICT**, their officers, employees, agents, representatives, contractors, and assigns shall have the right of ingress to and egress from the above-described strip of property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, install and connect other transmission mains and laterals, and remove and replace said Facilities as may be required from time to time by Grantee.

Grantor shall have the right to use said premises except for the purpose for which this EASEMENT is granted provided such use shall not interfere with said Facilities or with the discharge or the conveyance of water through any pipelines installed by Grantee. Grantee shall have the right to clear and remove all trees and obstructions within the Easement which may interfere with the use of the Easement by the Grantee. Grantee shall have the right to excavate and refill ditches and/or trenches for the installation of said Facilities and appurtenant parts thereof. Except in cases of an emergency, 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. For the purposes of this Easement, the term "emergency" will mean a situation requiring Grantee's immediate attention and remedial action to prevent injury, loss of life, property damage, or a catastrophic interference with Grantee's normal operations.

Continued on Page 2

Grantor shall not build or construct or permit to be built or constructed any building, or permanent structure over or across said Easement or lower the contour thereof greater than two feet without the prior written consent of Grantee. This Easement grant shall be binding upon and inure to the benefit of, the heirs, representatives, successors-in-interest and assigns of Grantors and the successors and assigns of Grantee and may be assigned in whole or in part by Grantee.

The property of Grantor shall be restored in as good of condition as when the same was entered upon by the Grantee or its agents. The Grantee agrees that the pipe will be structurally strong enough to facilitate the construction of future roads by Grantors over said Easement.

IN WITNESS WHEREOF, said _____
has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20__.

SALT LAKE COUNTY

Approved As To Form

By _____
MAYOR or DESIGNEE

Deputy District Attorney

By _____
COUNTY CLERK

STATE OF)
) ss.
COUNTY OF SALT LAKE)

On the date first above written personally appeared before me,
_____, who, being by me duly sworn,
says that s/he is the _____
of Salt Lake County, Office of Mayor, and that the within and foregoing
instrument was signed on behalf of Salt Lake County by authority of law, and
acknowledged to me that said corporation executed the same.

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

Notary Public

(EXHIBIT A)

A perpetual water line easement being part of an entire tract of land described in that Special Warranty Deed recorded January 18, 2013 as Entry No. 11559110 in Book 10099, at Page 959 in the Office of the Salt Lake County Recorder and is located in the Southeast Quarter of Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian and described as follows:

Beginning at the southeasterly corner of Lot 319, Canyon West No. 3 Subdivision recorded August 22, 1979 as Entry No. 3326247 in book 79-8 of Plats, at Page 288 in the Office of said Recorder, which is 1185.20 feet N. $00^{\circ}22'38''$ E. along the Quarter Section line and 1318.04 feet East from the South Quarter of said Section 33; thence S. $83^{\circ}11'53''$ E. (Record = S. $84^{\circ}12'57''$ E.) 15.01 feet along a southerly line of said Canyon West No. 3; thence S. $04^{\circ}26'52''$ W. 71.44 feet; thence S. $67^{\circ}06'50''$ W. 147.30 feet; thence S. $22^{\circ}53'10''$ E. 11.36 feet; thence S. $67^{\circ}06'50''$ W. 20.56 feet; thence N. $22^{\circ}53'10''$ W. 26.36 feet; thence N. $67^{\circ}06'50''$ E. 158.72 feet; thence N. $04^{\circ}26'52''$ E. 62.92 feet to the **Point of Beginning**.

The above-described perpetual water line easement contains 3,691 square feet in area or 0.085 acres, more or less.

(EXHIBIT B)

By this reference, made a part hereof.

BASIS OF BEARING: N. 00°22'38" E. along the Quarter Section line
between the South Quarter corner and the North
Quarter corner of said Section 33, Township 1
South, Range 2 West, Salt Lake Base and Meridian.

CANYON WEST NO. 3
E: 3326247
B:79-8
PG:288

LOT
319

BRINA LN.

LOT
318

Point of Beginning

SALT LAKE COUNTY
14-33-406-007

Walking Trail

Magna Regional Park

Walking Trail



LEGEND

— Tract Boundary
- - - Water Line Easement

LINE TABLE

LINE #	LENGTH	BEARING
L1	15.01	S83° 11' 53"E
L2	11.36	S22° 53' 10"E
L3	20.56	S67° 06' 50"W

0' 15 30 60

Scale in Feet
1"=30'

Prepared By: BFM Date: 09/22/2020
Surveyed By: XXX Date: ??/??/??
Checked By: SVK Date: 09/29/2020

EXHIBIT "B"

Page 5 of 5
Prepared: September 22, 2020

SALT LAKE COUNTY MAGNA REGIONAL PARK
WATER LINE EASEMENT

Prepared for:
Salt Lake County Parks & Rec.

Sec. 33, T.1S, R.2W, S.L.B.&M.
Work Order No. SU20180078 Real Estate No. 3870

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



WHEN RECORDED, MAIL TO:
Magna Water District
8885 West 3500 South
Magna, Utah 84044

Perpetual Easement

Salt Lake County

Parcel No. 3870.002:PE
Tax Serial No. 14-33-406-007
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 the **MAGNA WATER DISTRICT**, at 2711 South 8600 West, Magna, Utah 84044 (GRANTEE), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual non-exclusive right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace the water line and other transmission and distribution structures and facilities, hereinafter called the FACILITIES, incidental to the water line over and across the following described property (the "EASEMENT"). The boundaries of said easement are described as follows:

(SEE EXHIBIT A)

Grantor hereby agrees that **MAGNA WATER DISTRICT**, their officers, employees, agents, representatives, contractors, and assigns shall have the right of ingress to and egress from the above-described strip of property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, install and connect other transmission mains and laterals, and remove and replace said Facilities as may be required from time to time by Grantee.

Grantor shall have the right to use said premises except for the purpose for which this EASEMENT is granted provided such use shall not interfere with said Facilities or with the discharge or the conveyance of water through any pipelines installed by Grantee. Grantee shall have the right to clear and remove all trees and obstructions within the Easement which may interfere with the use of the Easement by the Grantee. Grantee shall have the right to excavate and refill ditches and/or trenches for the installation of said Facilities and appurtenant parts thereof. Except in cases of an emergency, 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. For the purposes of this Easement, the term "emergency" will mean a situation requiring Grantee's immediate attention and remedial action to prevent injury, loss of life, property damage, or a catastrophic interference with Grantee's normal operations.

Continued on Page 2

IN WITNESS WHEREOF, said _____
has caused this instrument to be executed by its proper officers thereunto duly
authorized, this _____ day of _____, A.D. 20__.

By _____
MAYOR or DESIGNEE

By _____
COUNTY CLERK

On the date first above written personally appeared before me,
_____, who, being by me duly sworn,
says that s/he is the _____
of Salt Lake County, Office of Mayor, and that the within and foregoing
instrument was signed on behalf of Salt Lake County by authority of law, and
acknowledged to me that said corporation executed the same.

Notary Public

(EXHIBIT A)

A perpetual water line easement being a strip of land 15.00 feet in width lying within an entire tract of land described in that Special Warranty Deed recorded January 18, 2013 as Entry No. 11559110 in Book 10099, at Page 959 in the Office of the Salt Lake County Recorder and located in the Southeast Quarter of Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian. The sidelines of said 15.00 - foot wide strip of land lies 7.50 feet on each side of the following described centerline:

Beginning at a point on the westerly boundary line of said entire tract, which is 993.403 feet N. $00^{\circ}22'38''$ E. along the Quarter Section line from the South Quarter Corner of said Section 33; thence S. $79^{\circ}27'52''$ E. 76.97 feet to a water vault, the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on said westerly boundary line and Quarter Section line and end at right angles to said Point of Terminus.

The above-described perpetual water line easement contains 1,153 square feet in area or 0.026 acres, more or less.

Parcel No. Parcel No.3870.002:PE
Tax Serial No. 14-33-406-007
*County Project: **Magna Regional Park***
Surveyor WO: SU20180078

(EXHIBIT B)

By this reference, made a part hereof.

BASIS OF BEARING: N. 00°22'38" E. along the Quarter Section line between the South Quarter corner and the North Quarter corner of said Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian.



MAGNA WATER COMPANY
14-33-331-016

Point of Beginning

GATE

15.0' Water
Line Easement

$S79^{\circ}27'52''E$ 76.97'
Parcel No.: 3870.002:PE

Point of Terminus

Magna Regional Park

SALT LAKE COUNTY
14-33-406-007

Walking Trail

LEGEND

Tract Boundary

Water Line Easement



Water Vault

EXHIBIT "B"

DENVER & RIO GRANDE WESTERN RAILROAD
E#198710, Bk. 6X, Pg. 215



SALT LAKE COUNTY MAGNA REGIONAL PARK
WATER LINE EASEMENT

Prepared for:
Salt Lake County Parks & Rec.

Sec. 33, T.1S, R.2W, S.L.B.&M.
Work Order No. SU20180078 Real Estate No. 3870

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



Prepared By: BFM	Date: 09/22/2020
Surveyed By: XXX	Date: ??/??/??
Checked By: SVK	Date: 09/29/2020

WHEN RECORDED, MAIL TO:
Magna Water District
8885 West 3500 South
Magna, Utah 84044

Perpetual Easement

Salt Lake County

Parcel No. 3870.003: PE, 2PE, 3PE
Tax Serial No. 14-33-406-007
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 the **MAGNA WATER DISTRICT**, at 2711 South 8600 West, Magna, Utah 84044 (GRANTEE), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual non-exclusive right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace the sewer line and other transmission and distribution structures and facilities, hereinafter called the FACILITIES, incidental to the sewer line over and across the following described property (the "EASEMENT"). The boundaries of said easement are described as follows:

(SEE EXHIBIT A)

Grantor hereby agrees that **MAGNA WATER DISTRICT**, their officers, employees, agents, representatives, contractors, and assigns shall have the right of ingress to and egress from the above-described strip of property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, install and connect other transmission mains and laterals, and remove and replace said Facilities as may be required from time to time by Grantee.

Grantor shall have the right to use said premises except for the purpose for which this EASEMENT is granted provided such use shall not interfere with said Facilities or with the discharge or the conveyance of water and sewer through any pipelines installed by Grantee. Grantee shall have the right to clear and remove all trees and obstructions within the Easement which may interfere with the use of the Easement by the Grantee. Grantee shall have the right to excavate and refill ditches and/or trenches for the installation of said Facilities and appurtenant parts thereof. Except in cases of an emergency 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. For the purposes of this Easement, the term "emergency" will mean a situation requiring Grantee's immediate attention and remedial action to prevent injury, loss of life, property damage, or a catastrophic interference with Grantee's normal operations.

Continued on Page 2

Grantor shall not build or construct or permit to be built or constructed any building, or permanent structure over or across said Easement or lower the contour thereof greater than two feet without the prior written consent of Grantee. This Easement grant shall be binding upon and inure to the benefit of, the heirs, representatives, successors-in-interest and assigns of Grantors and the successors and assigns of Grantee and may be assigned in whole or in part by Grantee.

The property of Grantor shall be restored in as good of condition as when the same was entered upon by the Grantee or its agents. The Grantee agrees that the pipe will be structurally strong enough to facilitate the construction of future roads by Grantors over said Easement.

IN WITNESS WHEREOF, said _____
has caused this instrument to be executed by its proper officers thereunto duly
authorized, this _____ day of _____, A.D. 20__.

SALT LAKE COUNTY

Approved As To Form

By _____
MAYOR or DESIGNEE

Deputy District Attorney

By _____
COUNTY CLERK

STATE OF)
) ss.
COUNTY OF SALT LAKE)

On the date first above written personally appeared before me,
_____, who, being by me duly sworn,
says that s/he is the _____
of Salt Lake County, Office of Mayor, and that the within and foregoing
instrument was signed on behalf of Salt Lake County by authority of law, and
acknowledged to me that said corporation executed the same.

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

Notary Public

(EXHIBIT A)

Three perpetual sewer easements being strips of land 20.00 feet in width lying within an entire tract described in that Special Warranty Deed recorded January 18, 2013 as Entry No. 11559110 in Book 10099, at Page 959 in the Office of the Salt Lake County Recorder, and is located in the Southeast Quarter of Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian. The sidelines of said 20.00-foot wide strips of land lie 10.00 feet on each side of the following described centerlines:

Parcel 3870.003:PE

Beginning at a point in a southwesterly boundary line of Canyon West No. 3 Subdivision recorded August 22, 1979 as Entry No. 3326247 in Book 79-8 of Plats, at Page 288 in the Office of said Recorder, which is 38.87 feet N. 30°54'55" W. from the northwesterly corner of Lot 319 of said Canyon West No. 3. Said point also, being 1339.21 feet N. 00°22'38" E. along the Quarter Section line and 1240.46 feet East from the South Quarter of said Section 33; thence S. 47°51'22" W. 183.21 feet to a sewer manhole and the point of beginning of Parcel 3870.002:2PE described below; thence N. 89°00'27" W. 126.46 feet to a sewer manhole; thence S. 59°45'55" W. 278.53 feet to a sewer manhole and the **Point of Terminus**.

The sidelines of the above-described strip of land to be lengthened or shortened to begin on said southwesterly boundary of Canyon West No. 3 and end at right angles to said centerline.

The above-described 20.00-foot wide perpetual sewer easement contains 11,764 square feet in area or 0.270 acre, more or less.

Parcel 3870.003:2PE

Beginning at a point 1216.27 feet N. 00°22'38" E. along the Quarter Section line and 1105.42 feet East from the South Quarter of said Section 33; thence S. 18°33'26" E. 107.41 feet to the point of beginning of Parcel 3870.003:3PE described below; thence S. 18°33'26" E. 120.15 feet to a sewer manhole; thence S. 22°38'00" E. 301.33 feet to a sewer manhole; thence S. 69°46'14" E. 457.80 feet to a sewer manhole and the **Point of Terminus**.

The sidelines of the above-described strip of land to be lengthened or shortened to begin and end at right angles to said centerline.

The above-described 20.00-foot perpetual sewer easement contains 19,734 square feet in area or 0.453 acre, more or less.

Parcel 3870.003:3PE

Beginning at a point on the centerline of Parcel 3870.003:2PE, which is 1114.44 feet N. $00^{\circ}22'38''$ E. along the Quarter Section line and 1140.17 feet East from the South Quarter Corner of said Section 33; thence N. $71^{\circ}26'34''$ E. 46.79 feet; thence S. $71^{\circ}40'39''$ E. 82.13 feet to a building and the **Point of Terminus**.

The sidelines of the above-described strip of land to be lengthened or shortened to begin on said Parcel 3870.003:2PE and end at said building.

The above-described 20.00-foot perpetual sewer easement contains 1,443 square feet in area or 0.033 acre, more or less.

The total of the above-described perpetual sewer easements is 32,941 square feet in area or 0.756 acre, more or less.

(EXHIBIT B)

By this reference, made a part hereof.

BASIS OF BEARING: N. 00°22'38" E. along the Quarter Section line
between the South Quarter corner and the North Quarter
corner of said Section 33, Township 1 South, Range 2
West, Salt Lake Base and Meridian.



LEGEND

- Tract Boundary
- Sewer Easement
- Sanitary Sewer Manhole
- Sanitary Sewer Cleanout



Sanitary Sewer Manhole

Sanitary Sewer Cleanout

CANYON WEST NO. 3 SUBDIVISION
E#3326247, B: 79-8, P: 288

P.O.B. 3870.003:2PE

P.O.B. 3870.003:3PE

P.O.B. 3870.003:2PE

P.O.T. 3870.003:3PE

P.O.B. 3870.003:3PE

P.O.T.

SALT LAKE COUNTY
14-33-406-007

20.0' Sewer Easement

20.0' Sewer Easement

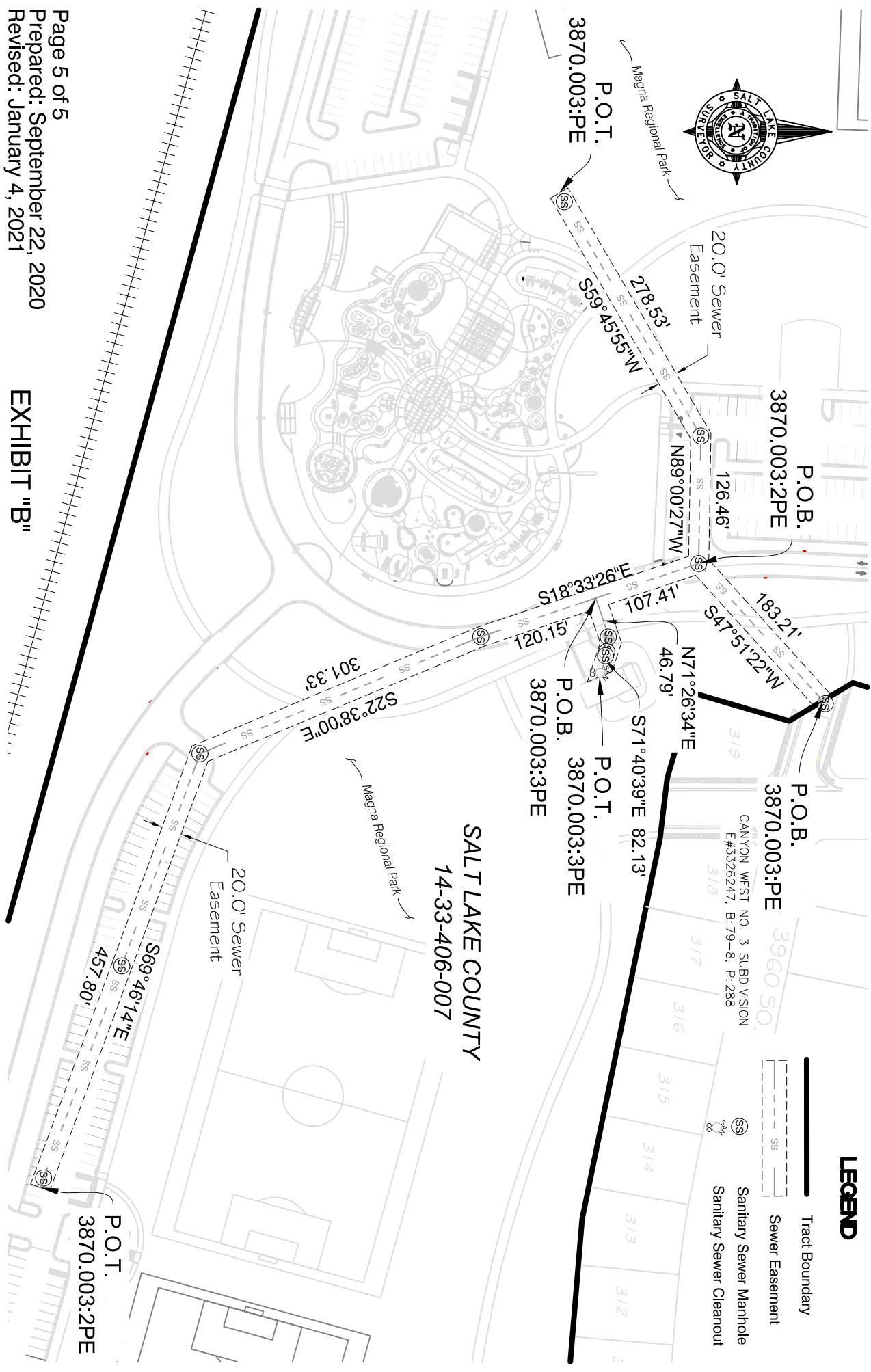


EXHIBIT "B"

Page 5 of 5
Prepared: September 22, 2020
Revised: January 4, 2021



SALT LAKE COUNTY MAGNA REGIONAL PARK
SEWER EASEMENT
Prepared for:
Salt Lake County Parks & Rec.
Sec. 33, T.1S, R.2W, S.L.B.&M.
Work Order No. SU20180078 Real Estate No. 3870

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

0' 70 130 260
Scale in Feet
1"=130'
Prepared By: BFM Date: 09/22/2020
Surveyed By: XXX Date: ??/??/??
Checked By: SVK Date: 11/25/2020

EXHIBIT 2

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. 3870.001:PE
Tax Serial No. 14-33-406-007
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 METRO TOWNSHIP, a body corporate and politic of the State of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00)) and other good and valuable consideration, a perpetual non-exclusive right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace the storm drain line and other transmission and distribution structures and facilities, hereinafter called the FACILITIES, incidental to the storm drain line over and across the following described property (the "Easement Area"), more particularly described as follows:

(SEE EXHIBIT A)

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment and vehicles as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. 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 storm drain line within the Easement Area in a good and workmanlike manner in compliance with all laws, rules, and ordinances respecting the construction. During construction periods, GRANTEE and its contractors may use such portion of GRANTOR'S property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible at GRANTEE'S cost. GRANTOR shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of storm water through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTOR specifically reserves the right to use the Easement Area for purposes of operating a public park and recreation area. In connection therewith, GRANTOR may install and maintain landscaping and other nonstructural surface improvements on the Easement Area, which are consistent with the ownership and operation of a public park and recreation area by GRANTOR and the rights of GRANTEE as set forth above (the "Permitted Improvements"). Except for the Permitted Improvements, GRANTOR shall not build or construct, or permit to be built or constructed, any building or other similar structure that impairs the maintenance or operation of the FACILITIES over or across this right-of-way and easement nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant

shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE.

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.

The FACILITIES located on, under and across this easement will be installed, maintained, and operated by GRANTEE in accordance with all applicable codes, laws, rules, and regulations.

IN WITNESS WHEREOF, GRANTOR has caused this Perpetual Easement to be signed and its official seal to be affixed hereto by its duly authorized officer this ____ day of _____, 20 ____.

SALT LAKE COUNTY

By: _____
MAYOR or DESIGNEE

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

By: _____
COUNTY CLERK

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:

Notary Public _____

My Commission Expires: _____

Residing in: _____

Approved As To Form

Deputy District Attorney

Acknowledgement Continued on Following Page

Acknowledgement Continued from Previous Page

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:

Notary Public _____

My Commission Expires: _____

Residing in: _____

(EXHIBIT A)

A perpetual storm drain easement being a strip of land 20.00 – feet width lying within an entire tract of land described in that Special Warranty Deed recorded January 18, 2013 as Entry No. 11559110 in Book 10099, at Page 959 in the Office of the Salt Lake County Recorder and is located in the Southeast Quarter of Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian. The sidelines of said 20.00 – foot wide strip of land lies 10.00 feet on each side of the following described centerline:

Beginning at a point on a westerly line of Canyon West No. 2 recorded October 19, 1978 as Entry No. 3184372 in Book 78-10 of Plats, at Page 294 in the Office of said Recorder, which is 41.09 feet N. 16°15'01" E. (Record = N. 16°00' E.) along said westerly line from the northwesterly corner of Lot 256 of said Canyon West No. 2 Subdivision; thence N. 75°00'53" W. 58.12 feet to an existing storm drain manhole; thence N. 00°50'20" E. 244.69 feet to an existing storm drain manhole; thence N. 16°59'33" E. 140.73 feet to a northerly boundary line of said entire tract and the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on said westerly line of Canyon West No. 2 and end on said northerly boundary line of the entire tract.

The above described perpetual storm drain easement contains 8,871 square feet in area or 0.204 acre, more or less.

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

BASIS OF BEARING: N. 00°22'38" E. along the Quarter Section line between the South Quarter corner and the North Quarter corner of said Section 33, Township 1 South, Range 2 West, Salt Lake Base and Meridian.



Point of Terminus

LEGEND

Tract Boundary

Storm Drain Easement

(SD) Storm Drain Manhole

SALT LAKE COUNTY
14-33-406-007

Magna Regional Park

Parcel No.:3870.001PE

20.0' Storm
Drain Easement

10.0'

N0°50'20"E 244.69

N16°59'33"E 140.73

N75°00'53"W
58.12'

EXHIBIT "B"

POB

LOT 255

LOT 226

LOT 225

LOT 224

LOT 223

BRINA LN.

ZANA LN.

CANYON WEST NO. 2
E: 3184372 B:78-10
PG:294

WESTPARK AVE

SALT LAKE COUNTY MAGNA REGIONAL PARK

STORM DRAIN EASEMENT

Prepared for:
Salt Lake County Parks & Rec.

Sec. 33, T.1S, R.2W, S.L.B.&M.
Work Order No. SU20180078 Real Estate No. 3870

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

0' 40 80 160

Scale in Feet
1"=80'

Prepared By: BFM Date: 09/22/2020

Surveyed By: XXX Date: ??/??/??

Checked By: SVK Date: 09/29/2020

