

AFTER RECORDATION, RETURN TO:

Magna Water District  
3500 South 8885 West  
Magna, Utah 84044

WITH A COPY TO:

Suburban Land Reserve, Inc.  
Attn: Aaron Weight  
51 South Main Street, Suite 301  
Salt Lake City, Utah 84111

13441566  
10/28/2020 09:02 AM \$40.00  
Book - 11048 Pg - 2838-2850  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
MAGNA WATER DISTRICT  
3500 S 8885 W  
MAGNA UT 84044  
BY: ARA, DEPUTY - WI 13 P.

Tax Parcel No.: 14-32-451-004

(space above for Recorder's use only)

**WATERLINE EASEMENT AGREEMENT**

10/22/2020

THIS WATERLINE EASEMENT AGREEMENT (this "Agreement") is made this \_\_\_\_\_ day of October, 2020 ("Effective Date"), by and between **SUBURBAN LAND RESERVE, INC.**, a Utah corporation ("Grantor"), and **MAGNA WATER DISTRICT** ("Grantee"). Grantor and Grantee may be referred to herein collectively as the "Parties" or individually as a "Party."

**RECITALS**

- A. Grantor owns certain real property located in Salt Lake County, Utah, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference ("Grantor Property").
- B. Grantee desires to obtain a non-exclusive easement ("Easement") on a portion of the Grantor Property, as more fully described in Exhibit B, attached hereto and incorporated herein by this reference ("Easement Area"), for the purposes more fully set forth in this Agreement.
- C. Grantor is willing to convey the Easement to Grantee, subject to the terms and conditions set forth in this Agreement.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the terms and conditions set forth below, the Parties agree as follows:

- 1. **Grant of Easement.** Grantor hereby conveys to Grantee a non-exclusive easement on, over, under and across the Easement Area for the purposes of installing, constructing, operating, repairing, and maintaining an underground water line and appurtenant facilities, structures and improvements (collectively, "Improvements"). Grantee hereby agrees that the Improvements shall be constructed and placed underground at least thirty (30) inches below the surface of the Grantor Property. All costs associated with the Improvements including, without limitation, its construction, installation, operation, repair, maintenance, use and removal thereof, shall be the sole responsibility of Grantee.

2. **Access.** Grantee and its agents, servants, employees, consultants, contractors and subcontractors, guests, invitees and successors and assigns (collectively, "Grantee's Agents") will have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee's Agents will enter upon the Easement Area at their sole risk and hazard. Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area and Grantor Property and the entry upon the Easement Area and Grantor Property by Grantee and Grantee's Agents.

3. **Reservation by Grantor.** Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the above, Grantor reserves the right (i) to relocate, or require the relocation of the Improvements and the Easement Area at any time at Grantor's cost and expense, provided that such relocation provides Grantee with comparable easement rights and functionality and such relocation terminates the use of the Easement in its prior location, and (ii) to grant additional rights, easements or encumbrances to other third parties to use or occupy the Easement Area (or the surface of the Grantor Property above same). Grantee hereby understands and agrees that this Easement is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Grantor to use the Easement Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of the easement rights granted hereby.

4. **Condition of the Easement Area.** Grantee accepts the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "with all faults," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement Area is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/NSPS survey (with Table A items) or physical inspection of the Easement Area might show; (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

5. **Maintenance and Restoration.** Grantee, at its sole cost and expense, shall maintain and repair the Improvements and any and all related improvements installed by Grantee, in good order and condition. Grantee shall promptly repair any damage to the Grantor Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, signs, lighting, +etc.) caused by Grantee and/or Grantee's Agents, and shall restore the Grantor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor Property by Grantee and Grantee's Agents. Grantee's restoration responsibilities shall also include, but not be limited to: (i) removal of all improvements, equipment or materials other than the Improvements which it has caused to be placed upon the Grantor Property; (ii) mounding of the same topsoil which was originally removed in the excavation process, in all areas excavated by Grantee such that the mounded areas shall settle to the approximate depth of the surrounding surface after the construction activities; (iii) the filling in and repairing of all other portions of the Grantor Property which are damaged, rutted or otherwise disturbed as a result of Grantee's operations with the same topsoil existing prior to said construction activities as necessary; (iv) compacting the soil after it is backfilled to a density acceptable to Grantor; (v) grading the areas in which the soils were removed and relocated; and (vi) leaving the Grantor Property in

a condition which is clean, free of debris and hazards which may be caused by Grantee's activities, and subject to neither, environmental hazards, nor liens caused by Grantee's activities.

6. **Hazardous Substances.** Except for motor fuels used by vehicles and construction equipment, Grantee agrees not to transport, generate, store, dispose of, release, or use any Hazardous Substances on the Grantor Property. As used in this Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws. Grantee agrees to immediately notify Grantor of any leaking or spillage of Hazardous Substances on the Grantor Property. Grantee shall be exclusively liable for all cleanup and remediation costs thereof.

As used in this Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

7. **Damage Fee.** Grantee will reimburse Grantor for any losses (including lost profits) and expenses due to loss of rental income or other loss or damage that results from Grantee's, or Grantee's Agents': (i) entry onto, presence upon, or work performed on the Grantor Property; and/or (ii) failure to comply with any of the terms or conditions of this Agreement.

8. **Compliance with Laws.** Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

9. **Liens.** Grantee shall keep the Grantor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens shall be released of record within thirty (30) days.

10. **Indemnification.** Grantee shall indemnify, defend with counsel of Grantor's choice, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns

(collectively, "Indemnitees") harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees, (collectively, the "Claims" or a "Claim") from or by any unaffiliated third party, Grantee, and/or Grantee's Agents, arising from or relating to (i) any use of the Easement Area, Grantor Property, and/or adjacent areas by Grantee or Grantee's Agents, (ii) any act or omission of Grantee or any of Grantee's Agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Easement Area, the Grantor Property and/or adjacent areas, (iv) any violation or alleged violation by Grantee or Grantee's Agents of any law or regulation now or hereafter enacted, (v) the failure of Grantee to maintain the Easement Area in a safe condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by Grantee or Grantee's Agents on or about the Easement Area, the Grantor Property, and/or adjacent areas, (vii) any breach by Grantee of its obligations under this Agreement, and (viii) any enforcement of Grantor of any provision of this Agreement and any cost of removing Grantee from the Easement Area or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by gross negligence or willful misconduct of the Indemnitees. Grantee, as a material part of the consideration of this Agreement, waives all claims or demands against Grantor and the other Indemnitees for any such loss, damage or injury of Grantee or Grantee's property. The indemnity provided by Grantee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

**11. Insurance.** Grantee will maintain in force the insurance policies and coverage set forth below. Additionally, Grantee will ensure that prior to entering onto the Easement Area or the Grantor Property, all of Grantee's Agents and other such parties who assist with the construction, maintenance or use of the Easement Area are either covered under the terms of Grantee's insurance policies, or that each obtain similar policies and which, at a minimum, provide Grantor the same protections. Grantee agrees to obtain and maintain the following insurance coverage and policies:

11.1. Liability Insurance Coverage and Limits. A commercial general liability insurance policy insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00). Grantor must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent. The coverage set forth above shall be primary coverage and shall apply specifically to the Easement Area, the Grantor Property, and adjacent areas.

11.2. Workers' Compensation Insurance. All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, Grantee shall maintain Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars (\$500,000.00).

11.3. Automobile Insurance. Automobile Liability Insurance with a minimum limit of not less than Two Million Dollars (\$2,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

11.4. Waiver. Grantee hereby waives and shall cause their respective insurance carriers to waive any and all rights of subrogation, recovery, claims, actions or causes of action against Grantor for any loss or damage with respect to Grantee's property and the Improvements, including rights,

claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Agreement been carried) covered by insurance.

11.5. Additional Terms. Neither the amount nor the scope of any of the obligations of Grantee under this Agreement or otherwise, shall be limited to the amount of the insurance Grantee is required to maintain hereunder. Any policies or certificates of insurance required under the provisions of this Section must contain an endorsement or provision that not less than thirty (30) days' prior written notice is given to Grantor prior to cancellation or reduction of coverage or amount of such policy. A certificate issued by the insurance carrier of each policy of insurance required to be maintained by Grantee, stating the limits and other provisions required hereunder and in a form reasonably acceptable to Grantor, shall be delivered to Grantor within ten (10) days of the date set forth above, and thereafter not later than thirty (30) days prior to the expiration of the term of each such policy. Any policies required hereunder may be made a part of a blanket policy of insurance, so long as such blanket policy contains all of the provisions required herein and does not in any way reduce the coverage, impair the rights of Grantor hereunder or negate the requirements of this Agreement.

12. Notices. Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the intended Party, or (ii) three (3) days after deposit in the United States mail, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the intended Party. All notices shall be given at the following addresses:

If to Grantor:	Suburban Land Reserve, Inc. Attn: Aaron Weight 51 South Main Street, Suite 301 Salt Lake City, Utah 84111	
With a copy to:	Kirton McConkie Attn: Jansen Gunther; Parker Jenkins 50 East South Temple, Suite 400 Salt Lake City, Utah 84111	
If to Grantee:	Magna Water District Attn: General Manager	3500
South 8885 West	Magna, Utah 84044	

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

13. Termination. This Agreement and the Easement set forth herein will be automatically terminated upon the earliest to occur of the following: (i) Grantee decides that it will no longer use the Easement and gives Grantor written notice thereof, or (ii) the Improvements cease to be used by either Party for a consecutive period of one (1) year. Upon the occurrence of an event set forth in the preceding sentence, Grantor may record an instrument terminating this Agreement and the Easement, and Grantee appoints Grantor its attorney-in-fact, such power being coupled with an interest for such purposes.

14. Default by Grantee.

14.1. Default and Remedies. If: (i) Grantee has defaulted or is in default or breach of any of its obligations stated herein; (ii) Grantor has provided Grantee written notice of Grantee's default; and (iii) thirty (30) days have expired since Grantee received written notice from Grantor regarding

Grantee's default and Grantee has failed to cure its default within the thirty (30) day period, Grantor, at its option, may: (a) pursue any remedy available at law or in equity; (b) pursue the remedy of specific performance or injunction; (c) seek declaratory relief; (d) pursue an action for damages for loss; (e) terminate this Agreement and the Easement; and/or (f) perform such obligation on behalf of Grantee, in which event Grantee shall reimburse Grantor for all amounts expended by Grantor to cure Grantee's nonperformance, together with interest thereon at the lesser of twelve percent (12%) per annum from the date the amounts are expended until the date repaid. If Grantor chooses to terminate this Agreement and the Easement, Grantor may unilaterally record an instrument terminating this Agreement and the Easement, as well as any and all other easements, rights-of-way or licenses Grantee may have (or may claim to have) to use Grantor Property, and Grantee grants unto Grantor an irrevocable power of attorney, said power being coupled with an interest, for the purpose of recording a termination of easement instrument, so long as items (i) through (iii) have occurred.

14.2. **Non-Waiver.** No delay or omission of any Party hereto in the exercise of any rights created hereunder shall impair such right, or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of an event of default hereunder. A waiver by any Party hereto of a breach of, or default in, any of the terms, provisions and conditions of this Agreement by the other Party shall not be construed to be a waiver of any subsequent breach thereof or of any other term, condition or provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but instead all remedies shall be cumulative with all other remedies provided for in this Agreement and all other remedies at law or in equity which are available to the Parties hereto.

15. **Removal of the Improvements.** Upon the termination of this Agreement and the Easement, Grantee will complete one of the following two options, which option will be chosen by Grantor in its sole and absolute discretion: (i) remove the Improvements and completely restore the Grantor Property to the condition that existed prior to the installation of the Improvements and Grantee's use of the Grantor Property, all pursuant to the restoration provisions of this Agreement; or (ii) abandon the Improvements in accordance with the highest industry standards and customs used at the time of abandonment and completely restore the Grantor Property to the condition that existed prior to the installation of the Improvements and Grantee's use of the Grantor Property (excepting only the presence of the Improvements), all pursuant to the restoration provision of this Agreement.

16. **Runs with the Land; Binding Effect.** Subject to the terms and conditions contained herein, this Agreement shall be considered a covenant that runs with the land herein described, and shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns.

17. **Miscellaneous.**

17.1. **Entire Agreement.** This Agreement, and any addenda or exhibits attached hereto, and made a part hereof, contain the entire agreement of the Parties with respect to the matters covered hereby, and no other agreement, statement or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained herein or in another writing signed by the Parties, shall be binding or valid.

17.2. **Authority.** Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

17.3. Attorney's Fees. If this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing Party shall be paid by the losing Party, including fees and costs incurred upon appeal or in bankruptcy court.

17.4. Severability. If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

17.5. Interpretation. This Agreement has been arrived at through negotiation between Grantor and Grantee. As a result, the normal rule of contract construction that any ambiguities are to be resolved against the drafting party shall not apply in the construction or interpretation of this Agreement. Grantee's obligations in this Agreement are considered to be contractual for the purposes of this Governmental Immunity Act.

17.6. Captions. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

17.7. Gender. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

17.8. Relationship of the Parties. Nothing contained herein shall be construed to make the Parties hereto partners or joint venturers, or render any of such Parties liable for the debts or obligations of the other Party hereto.

17.9. No Public Use/Dedication. The Easement Area is and shall at all times remain the private property of Grantor. The use of the Easement Area is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Easement Area beyond the express terms and conditions of this Agreement.

17.10. No Third-Party Beneficiaries. There is no intent by either party to create or establish third-party beneficiary status or rights in any third-party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a Party hereto and Grantor and Grantee expressly disclaim any third-party benefit.

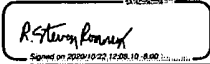
17.11. Amendment. This Agreement may be modified or amended in whole or in part only by the written and recorded agreement of the Parties or their successors and assigns (as determined by the provisions herein).

17.12. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

*[signatures and acknowledgements to follow]*

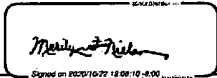
NOW WHEREFORE, this Agreement was executed by Grantor and Grantee as of the Effective Date.

**GRANTOR:** **SUBURBAN LAND RESERVE, INC.,**  
a Utah corporation

By:   
Name: R. Steven Romney  
Its: President

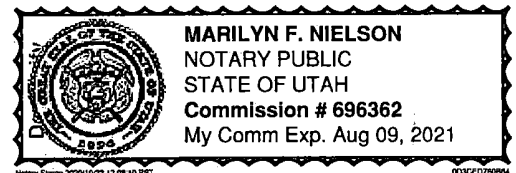
STATE OF UTAH )  
 )  
 :SS  
COUNTY OF SALT LAKE )  
 )  
 10/22/2020

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me R. Steven Romney, whose identity is personally known to me or proved on the basis of satisfactory evidence, and who acknowledged before me that he signed the foregoing instrument in his capacity as President of SUBURBAN LAND RESERVE, INC., a Utah corporation.

  
NOTARY PUBLIC Bountiful, UT  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

The principal making the acknowledgment and signing the document, R. Steven Romney, appeared remotely using audio/video communication technology approved by the State of Utah.



*[signature and acknowledgment to follow]*



GRANTEE:

MAGNA WATER DISTRICT

By: *Clint Dickey*  
Name (Print): CLINT DICKEY  
Its: GENERAL MANAGER

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

On this 27<sup>th</sup> day of October, 2020, personally appeared before me *Clint Dickey*, whose identity is personally known to me or proved on the basis of satisfactory evidence, and who acknowledged before me that he signed the foregoing instrument in his capacity as *General Manager* MAGNA WATER DISTRICT.

*Michelle L Boone*  
NOTARY PUBLIC  
Residing at: *6344 South Lotus Way West Jordan 84081*

My Commission Expires:

8/25/2022



[end of signatures and acknowledgments]

**EXHIBIT A**

(Legal Description of the Grantor Property)

**A PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY:**

**BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF 4100 SOUTH STREET AND THE EAST RIGHT OF WAY LINE OF HIGHWAY U-111 (8400 WEST STREET), SAID POINT BEING 146.00 FEET SOUTH 89°52'55" EAST; AND 33.00 FEET NORTH 0°13'38" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32, AND RUNNING THENCE THREE (3) COURSES ALONG SAID EAST RIGHT OF WAY LINE AS FOLLOWS: NORTH 0°13'38" EAST 44.41 FEET TO THE POINT OF CURVATURE ON A NON-TANGENT CURVE (WHOSE CENTER BEARS NORTH 0°13'38" EAST); NORTHWESTERLY ALONG THE ARC OF A 70.00 FEET RADIUS CURVE TO THE RIGHT A DISTANCE OF 109.96 FEET (DELTA ANGLE EQUALS 90°00'00", LONG CHORD BEARS NORTH 44°46'22" WEST 99.00 FEET); AND NORTH 0°13'38" EAST 271.49 FEET TO THE SOUTH BOUNDARY LINE OF THE PROPERTY CONVEYED BY QUIT CLAIM DEED (ENTRY NO. 1368158 IN BOOK 1079 AT PAGE 92); THENCE THREE (3) COURSES ALONG THE SOUTH, EAST & NORTH BOUNDARY LINES OF SAID PARCEL AS FOLLOWS: DUE EAST 57.19 FEET; DUE NORTH 75.00 FEET; AND DUE WEST 56.89 FEET TO SAID EAST RIGHT OF WAY LINE; THENCE NORTH 0°13'38" EAST 1200.01 FEET ALONG SAID EAST RIGHT OF WAY LINE; THENCE SOUTH 88°42'37" EAST 1028.12 FEET; THENCE SOUTH 13°02'03" EAST 113.53 FEET; THENCE SOUTH 88°42'37" EAST 836.32 FEET TO THE WEST BOUNDARY LINE OF BURNING TOWER SUBDIVISION; THENCE TWO (2) COURSES ALONG SAID WEST AND SOUTH BOUNDARY LINE OF SAID BURNING TOWER SUBDIVISION AS FOLLOWS: SOUTH 00°01'50" WEST 885.21 FEET; AND SOUTH 89°52'06" EAST 660.00 FEET TO THE WEST RIGHT OF WAY LINE OF 8000 WEST STREET; THENCE SOUTH 00°01'50" WEST 627.01 FEET ALONG SAID WEST RIGHT OF WAY LINE TO THE SAID NORTH RIGHT OF WAY LINE OF 4100 SOUTH STREET; THENCE NORTH 89°52'55" WEST 2485.35 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING.**

**EXHIBIT B**

(Legal Description of the Easement Area)

A 10.00 FOOT WIDE WATER LINE EASEMENT UPON THE SOUTHERLY PORTION OF COUNTY PARCEL NUMBER 14-32-451-004, PER ENTRY NUMBER 11529898, AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE, LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA METRO TOWNSHIP, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 32, THENCE NORTH 00°23'55" EAST 32.02 FEET ALONG THE ONE-QUARTER SECTION LINE OF SAID SECTION 32, THENCE EAST 146.02 FEET TO A POINT ON THE EAST LINE OF 8400 WEST STREET (SR-111) AND THE POINT OF BEGINNING; THENCE NORTH 00°29'15" EAST 10.00 FEET ALONG SAID EAST LINE; THENCE SOUTH 89°37'18" EAST 2485.32 TO A POINT ON THE WEST LINE OF 8000 WEST STREET; THENCE SOUTH 00°17'18" WEST 10.00 FEET ALONG SAID WEST LINE TO A POINT ON THE NORTH LINE OF 4100 SOUTH STREET; THENCE NORTH 89°37'18" WEST 2485.35 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

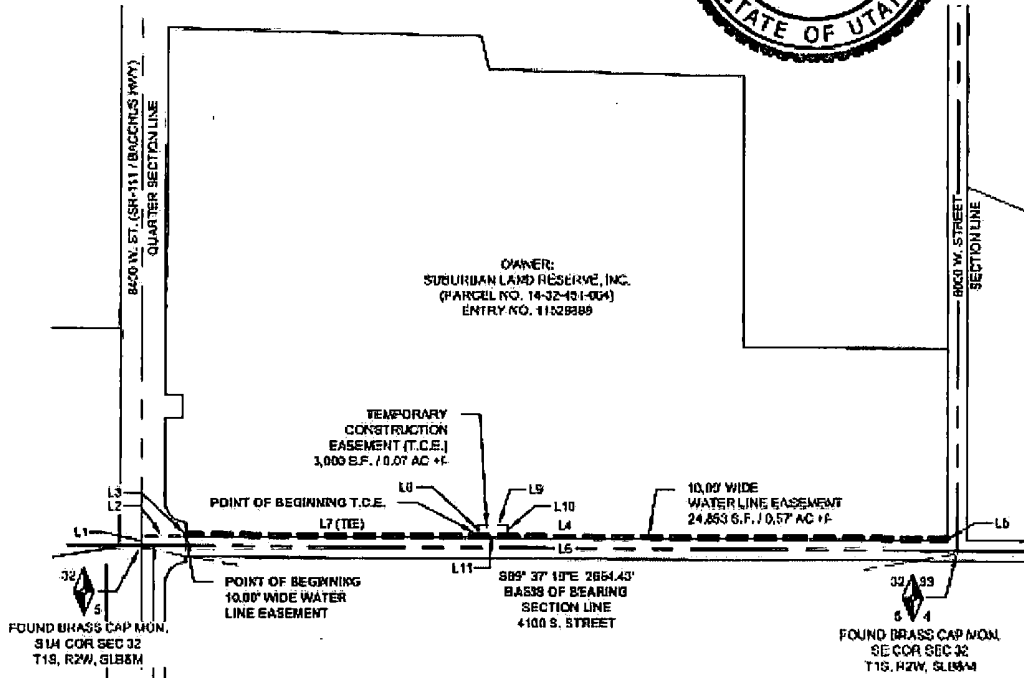
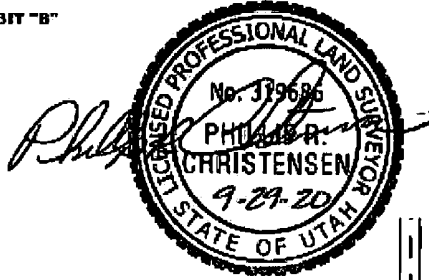
CONTAINS: 24,853 S.F. / 0.57 AC +/-

*Cked by JJB 29 Sept 2020*

# WATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN THE:  
S1/2SE1/4 SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST,  
SALT LAKE BASE AND MERIDIAN  
MAGNA METRO TOWNSHIP, SALT LAKE COUNTY, UTAH

EXHIBIT "B"



Parcel Line Table		
Line #	Length	Direction
L1	32.02	N00°23'56"E
L2	146.02	N90°00'00"E
L3	10.00	N00°23'15"E
L4	2459.32	S89°37'18"E

Parcel Line Table		
Line #	Length	Direction
L5	40.00	S09°47'18"W
L6	2485.35	N89°37'19"W
L7	965.38	S89°37'18"E
L8	30.00	N00°22'42"E

Parcel Line Table		
Line #	Length	Direction
L9	100.00	S89°37'18"E
L10	30.00	S00°22'42"W
L11	100.00	N89°37'18"W

**LEGEND**

SECTION CORNER (FOUND)

SECTION LINE

PROPERTY LINE

EASEMENT LINE

3341 River 4300 W. H.  
West Valley, Utah 84120  
PH: 765-8888  
40 East 100 South  
Magna City, Utah 84042  
1435894-8900

**PROJECT NAME:**  
WATER LINE EASEMENT AND  
TEMPORARY CONSTRUCTION EASEMENT

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

**SCALE**

HORIZ: 1" = 300'

**DRAWN:** JD     **PROJECT #:** 19MM001  
**DESIGNER:** JD  
**REVIEWED:** PC     **SHEET:**  
**DATE:** 06/12/20     **1 of 1**



## Easement - Closing - Declaration

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### E-Signature Summary

**E-Signature 1: R. Steven Romney (RSR)**

October 22, 2020 12:08:10 -8:00 [DA16C005D490] [73.20.31.187]  
romneyrs@slreserve.com (Principal) (Personally Known)

**E-Signature Notary: Marilyn F. ielson (MFN)**

October 22, 2020 12:08:10 -8:00 [0D3CED760B64] [65.130.201.72]  
nielsonm@slreserve.com

I, Marilyn F. ielson, did witness the participants named above electronically sign this document.

