



**MAGNA WATER DISTRICT AGENDA**

**FOR THE**

**SPECIAL BOARD MEETING**

**3:00 PM**

**TUESDAY DECMEBER 5, 2023**

8885 W 3500 S, MAGNA, UT 84044

GENERAL OFFICE BUILDING

(801)250-2118

Fax(801)250-1452

*December 5, 2023*  
*Magna Water District Special Board Meeting Agenda*

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MEETING DATE: December 5, 2023, at 3:00 pm  
LOCATION: 8885 W 3500 S, MAGNA, UT, GENERAL OFFICE BUILDING

- A. Call to order.
- B. Welcome the Public and Guests.
- C. Presentation of the Trustee Election Results performed by Salt Lake County Elections Division held on November 21, 2023.
- D. Motion to adopt Resolution 2023-06 Certifying the 2023 Trustee Election Results.
- E. Discussion and possible motion regarding the District Inspector Position.
- F. Discussion and possible motion to approve IGES Geotechnical Investigation proposal not to exceed the amount of \$11,800.
- G. Discussion and possible motion to approve the vacation of an Easement as part of Arbor Park Apartment Development located at 8317 W Arbor Park Dr.
- H. Motion to meet immediately in a closed meeting to discuss the character, professional competence, or physical or mental health of an individual, pursuant to Utah Code Ann. §§ 52-4-204 through 205.
- I. Motion to close the closed meeting and re-open the public board meeting.
- J. Consider action on any noticed agenda item discussed in closed meeting.
- K. Other Business.  
Next Regular Board Meeting – December 14, 2023 @ 10:00 am
- L. Adjourn.

**RESOLUTION**

**2023-06**

RESOLUTION NO. 2023-06

A RESOLUTION OF MAGNA WATER DISTRICT  
CERTIFYING THE 2023 GENERAL ELECTION RESULTS

RECITALS

WHEREAS, Magna Water District (the “**District**”) is a governmental entity charged with providing water and sewer services to residents of the District; and

WHEREAS, the District’s 2023 general election was held on November 21, 2023; and

WHEREAS, the Board of Trustees (the “**Board**”) serves as the governing body for the District; and

WHEREAS, the Salt Lake County Clerk’s Office, Election Division, received and counted the election returns for the 2023 Municipal Election and has prepared the attached election report; and

WHEREAS, the Board met on December 5, 2023, to canvass the returns of the 2023 municipal general election; and

WHEREAS, the Board publicly canvassed the returns and determined from the returns the vote of each candidate.

WHEREAS, the Board desires to certify the 2023 general elections results pursuant to Utah Code Ann. § 20A-4-304.

NOW, THEREFORE, BE RESOLVED by the Board effective immediately:

1. The Board accepts and approves the attached election report for the 2023 Municipal General Election for the Magna Water District.

2. The following candidates are declared to have received the number of votes indicated.

*Magna Water District Board of Trustees At-Large (vote for two)*

	<u>Total</u>
<i>Ballots Counted</i>	
<i>Danny Stewart</i>	
<i>Shawn Ron Wall</i>	

3. The Board declares “elected” the following persons to the office indicated:

**Board Member At-Large**

Danny Stewart

4. Pursuant to Utah Code § 20A-4-304, the District Clerk is authorized and directed to file the Certified Report of the Election Results when signed by the election officer and by the members of the Board as follows:

- a. Record or file the certified report in a book kept for that purpose;
- b. Prepare and transmit a certificate of election to each elected candidate;
- c. Within seven days of the date of this resolution: (1) publish the attached notice in a newspaper of general circulation within the District; (2) post the attached notice to the Utah Public Notice Website for one week; and (3) post the attached notice on the Magna Water District website for one week; and
- d. File a copy of the certified report with the Lieutenant Governor.

APPROVED and ADOPTED this 5th day of December 2023.

MAGNA WATER DISTRICT

By: \_\_\_\_\_  
Mick Sudbury, Chair

ATTEST

\_\_\_\_\_  
LeIsle Fitzgerald, District Clerk

Voting:

Dan L. Stewart voting \_\_\_\_\_

Mick Sudbury voting \_\_\_\_\_

Jeff White voting \_\_\_\_\_

## **2023 ELECTION RESULTS NOTICE**

Magna Water District  
8885 West 3500 South  
Magna, UT 84044

The Magna Water District Board of Trustees has prepared a certified report of the election results for the general municipal election held on November 21, 2023. A copy the certified report is available on the Magna Water District website <https://www.magnawater.com>. To view or request a copy of the certified report, please contact LeIsle Fitzgerald at [leisle@magnawater.com](mailto:leisle@magnawater.com) or (801) 250-2118.

# INSPECTOR POSITION



## JOB DESCRIPTION

**Title:** District Inspector **Updated:** Nov. 2023  
**Reports to:** District Engineer  
**Group/Department:** Engineering Department  
**Labor Category:** Union, Non-exempt  
**Wage:** \$35.385 per hour base (equivalent to Service Maintenance Lead-man)

### **Job Summary:**

Perform construction and permit inspections on Magna Water District's culinary water, secondary water and sanitary sewer systems including pressurized & gravity pipelines, laterals, fire hydrants, meter boxes, detector check vaults, air valve stations, blow offs, PRV stations, tanks, pump stations, wells, water and wastewater treatment plant facilities, manholes, oil and grease interceptors, etc.; create and maintain documentation regarding these projects; regularly communicate and provide engineers, contractors, and municipal partners with approvals/testing when required; GPS data gathering; coordination of shutdowns, tie-ins, and blue staking with water and wastewater operations and assist with other engineering department responsibilities as directed by the District Engineer.

### **Essential Duties and Responsibilities:**

	Description	% of Time
1.	Inspection of MWD residential and commercial culinary water and sanitary sewer mainlines, laterals, and appurtenances to confirm that all District and local regulatory requirements have been met, including any and all testing requirements.	35
2.	Provide documentation of inspections utilizing asset management tools incorporating pictures, videos, drawings, sketches, etc. Prepare proper documentation for project closeout, including all necessary punch-lists and letters.	25
3.	Assist Blue Stake personnel with MWD utility line marking tasks in coordination with sewer collections lead man.	15
4.	Assist District Engineer in conducting pre-construction meetings for all new projects with developers, contractors, and state and city agencies. Provide information regarding MWD requirements, specifications, bond information, insurance, and fees. Regularly communicate and coordinate with contractors and developers on inspections.	10
5.	Coordinate, properly notify customers, and perform mainline shutdowns and tie-ins for contractors and MWD in coordination with operations managers.	5
6.	Perform thorough and accurate survey studies by GPS for new design work, "As Constructed" records, and the MWD GIS as directed by District Engineer. Collects and keeps record of accurate "As Constructed" measurements, valve and manhole ties. Responsible for coordinating with GIS Specialist to incorporate the data into MWD database.	5
7.	Provide back-up assistance to water and wastewater operations in emergency pipeline leaks/repairs, sewer backup, etc. as needed including on call and backup to other leadman in absence.	5
		100



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### **General Qualification Requirements:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. The requirements of this position provide that the employee work in a safety sensitive manner and should carry out his/her duties as such.

**Prior Work Experience:** At least fifteen years of construction related experience required in both water and sewer systems. Water and wastewater experience required.

**Education and Training:** Technical training in inspection, construction management or equivalent preferred. High School Diploma required.

**Licenses, Certifications, Etc.:**

- 1-Utah Water Distribution Grade 4 Certification required.
- 2-Utah Water Treatment Grade 1 Certification required.
- 3-Utah Wastewater Collection Grade 4 Certification required.
- 4-Utah Wastewater Treatment Grade 1 Certification required.
- 5-Valid Utah driver's license.

### **Background Knowledge:**

1. Requires a working knowledge of advanced technical procedures for the industry including pipe networks, pipeline design, hydraulic systems, survey practices, traffic control, and industry standard construction practices.
2. Requires an advanced knowledge of the District's products and services; basic knowledge of operating policies and procedures.

### **Performance Expectations:**

1. Must have the ability to plan, coordinate and implement projects independently and report the outcomes of those projects to management.
2. Must be able to make logical decisions using generally recognized skills and techniques.
3. Must have communication skills with the ability to communicate with management, contractors, developers, the general public and business vendor
4. Must be able to function under the direction of others and use common construction practices to make decisions regarding infrastructure.
5. Must demonstrate safety leadership by promoting and facilitating the safety of co-workers and the general public. Must perform all job tasks in compliance with MWD safety policies and procedures.

### **Required Skills and Abilities:**

1. Must be able to rely on policy, written guidance or internal discussions to resolve problems.

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2. Must have verbal skills to communicate effectively with employees and external business contacts. Microsoft Word, Excel, and GIS experience preferred.
  3. Must have advanced skills with construction practices; advanced knowledge of utility locating equipment, blueprint reading, and redlining. Knowledge of GPS equipment, computers and other computer software preferred.

### **Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

1. Common dexterity is continuously required.
  - a. While performing the duties of this job, the employee is regularly required to: talk and hear.
  - b. The employee is frequently required to: sit or perform repetitive wrist, hand and/or finger movement.
  - c. The employee is occasionally required to: feel attributes of objects, grasp, push, stand, walk, drive, reach with arms or hands, stoop, kneel, crouch and crawl.
  - d. The employee must lift weight or exert force as follows:
    - i. Regularly: Up to 10 pound
    - ii. Frequently: Up to 20 pounds
    - iii. Occasionally: Up to 40 pounds
    - iv. Rarely: Up to 100 pounds
  - e. Specific vision abilities include: Clarity of vision at 20 feet or more and 20 inches or less. Ability to adjust eye to bring an object into sharp focus.
2. Challenging working conditions on construction sites. Frequent exposure to outdoor weather conditions. Frequent exposure to moderate noise, airborne particles, oils, vibration, wet or humid conditions, near street traffic or confined spaces.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **Overall Effort and Work Location:**

1. Has frequent contact with contractors, other utility agencies, and District customers.
2. Must be able to withstand regular periods of moderate physical or mental activity.
3. Must be able to work a predictable and consistent schedule. Occasional overtime may be required. Minimal travel for trainings and other meetings.

### **Supervision and Coordination Required:**

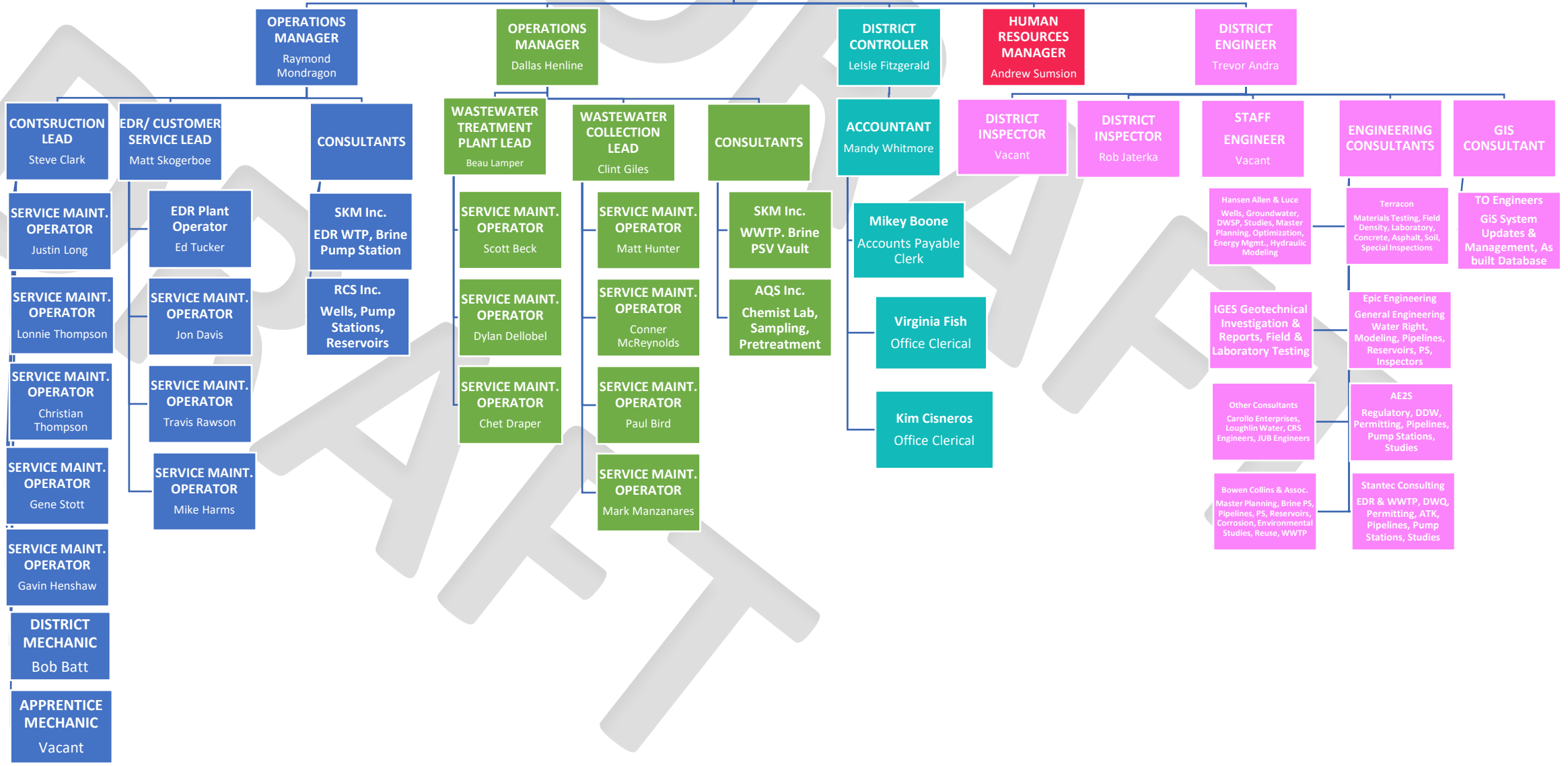
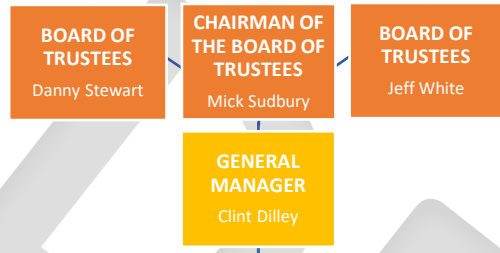
Directly supervises: 0 employees                      Indirectly supervises: 0 employees

### **Submission of Resumes:**

Interested in house employees shall submit a resume to Andrew Sumsion, Human Resources Manager, no later than 5 pm, Tuesday, Dec. , 2023.

Magna Water District Organizational Chart As Of November 2023

32 Total Employees  
 6 Executive & 26 Union  
 2 Vacant, \*1 Proposed Positions



**IGES**



Intermountain GeoEnvironmental Services, Inc.  
2702 South 1030 West, Suite 10  
Salt Lake City, Utah 84119 Ph: 801-270-9400 Fax: 801-270-9401

November 2, 2023

Magna Water District  
c/o Trevor Andra, PE, District Engineer  
2711 South 8600 West  
Magna, Utah 84044  
[trevor@magnawater.com](mailto:trevor@magnawater.com)

**Proposal**  
Geotechnical Investigation  
2023 Secondary Waterline Project  
7200 West Near Beagley Road  
Magna, Utah

Mr. Andra,

#### **INTRODUCTION**

Intermountain GeoEnvironmental Services, Inc. (IGES) is pleased to present our proposal for geotechnical investigation to support design development for installation of a proposed secondary waterline. The exact diameter and vertical alignment of the waterline is not shown on project plans, but based on our discussion and existing features we anticipate it will be installed near the centerline of 7800 West and at least deep enough to be avoid other existing utilities. The line will also be installed using trenchless methods to pass below concrete culvert for the Riter Canal near the intersection with Beagley Road (approximately 12 feet below road surface). The total length of the proposed water line is ~1,050 feet.

We anticipate that a supported excavation (stacked trench box or shoring) will be necessary to facilitate traditional cut/cover pipe installation. In addition to the general condition assessment, subsurface investigation, sampling, and testing are needed to provide geotechnical design guidance for pipe trench design, pipe bedding, thrust block sizing, evaluation of trenchless installation methods and other issues associated with installation of buried utilities including a trenchless crossing of the Riter Canal.

#### **SCOPE OF WORK**

Based on information provided by MWD & Stantec personnel and discussions on scope with MWD Staff, IGES proposes completion of the requested two (2) subsurface explorations; one near the proposed culvert crossing and another between Sta: 16+00-19+00 (near Copperview Dr). Borings will extend 30 and 15 feet below grade (respectively) for evaluation of the subgrade conditions and proposed construction excavation and trenchless installation methods. Borings will be located as near as practical to the proposed horizontal alignment while avoiding existing buried utilities. We anticipate use of a truck-mounted drill rig will be possible for this investigation; off-road drilling capability will not be required. It is our opinion that additional boring investigations may be requested by contractors to inform the design of shoring to support excavation and construction of sending/receiving pits near the Canal crossing.

IGES will document subsurface soil and ground water conditions encountered in the field, collect disturbed and relatively undisturbed soil samples from boring explorations and package samples for laboratory testing. Moisture conditions at the time of our investigation will be observed and documented, but piezometers will not be installed for long-term monitoring of groundwater fluctuations. Given our experience in the area, it is anticipated that groundwater will be encountered in the planned explorations and future excavation activities. We anticipate sampling on 2.5 to 5-foot intervals throughout each exploration; “trenchless” (continuous) sampling will be performed within the explorations near the culvert crossing.

Because 7200 West in this area is the boundary between West Valley City and unincorporated Salt Lake County, we anticipate that coordination with both the City and County will be necessary in order to obtain a cut permit for completion of explorations from within public right-of-way along 7800 West. We anticipate that cementitious backfill (flowable fill) will be required in roadway applications and that drill cuttings must be drummed and removed from the site. Traffic control will be coordinated by IGES. We anticipate that at least one site meeting lasting up to four hours will be required to facilitate boring location, access permission and exploration authorization.

#### **LABORATORY TESTING**

Appropriate laboratory tests will be performed on soil samples obtained from the field investigation described above. Specific laboratory tests will be dependent on actual soil conditions encountered at the site; however, tests currently envisioned are summarized as follows:

- Moisture-density
- Gradation analysis
- Atterberg Limits
- Soil chemistry (pH, soluble sulfate, resistivity)
- Soil strength testing (typically direct shear)

The majority of laboratory testing will be performed in order to classify soil types encountered to aid in evaluating the site soils' compatibility with various installation and shoring methods. Chemical testing (soil pH, electrical resistivity, soluble sulfates) will also be performed in order to general recommendations on the corrosivity of soils with respect to typical construction materials (concrete and ferrous metal).

#### **REPORT AND RECOMMENDATIONS**

The results of our geotechnical investigation, geotechnical laboratory testing, chemical laboratory testing, and engineering analyses will be presented in a final report. This report will, at a minimum, include the following:

- a. A Site Plan and Exploration Location Map showing the location of site investigations, and general vicinity of project site.

- b. Logs of subsurface explorations.
- c. A detailed description of surface and subsurface conditions encountered.
- d. A summary of geotechnical field and laboratory test data.
- e. A summary of chemical laboratory test data.
- f. Discussion of laboratory test results and compatibility of site soils with conventional pipe installation techniques.
- g. Recommendations for excavation, shoring, excavation, installation and backfilling methods suitable for the conditions encountered.

An electronic copy (pdf) of the final report will be provided via email or thumb drive. Up to four wet-signed hard copies of the final report can also be provided upon request.

**CONDITIONS, SCHEDULE AND FEES**

Intermountain GeoEnvironmental Services, Inc. (IGES) proposes to undertake the additional investigation, testing and design/construction services as outlined in this document on a TIME & EXPENSE basis in accordance with the "General Conditions" as presented on Attachment 1. Based on the scope of work outlined in the preceding, our estimated fee to perform this work is as follows:

Task 1	Startup, Bluestakes, City/County approval & encroachment permit	\$ 1,000
Task 2	Field Investigation (borings 1x15', 1x30' w/trenchless sampling)	\$ 7,100
Task 3	Laboratory Testing	\$ 1,600
Task 4	Analysis and Reporting	\$ 2,100
<b>Total (Not to Exceed)</b>		<b>\$ 11,800</b>

Additional services required beyond the scope of work outlined above can also be undertaken on a time and expense basis in accordance with the schedule of charges presented on Attachment 2.

The above fee is based on the following assumptions:

1. MWD/Stantec as appropriate, will assist IGES in identifying investigation locations such that the locations are free and clear of all known or existing utilities, underground structures and will not interfere with proposed construction.
2. Free and clear access will be provided to all Investigation locations. In general, we anticipate that the investigation locations will be accessible by conventional 2WD vehicles.
3. MWD/Stantec will provide base map(s) of the site topography in AutoCAD format for our use in preparation of maps and designs (elevations, dimensions depths etc.) for our final report.

The exact location of investigations has not yet been determined. Municipality permit requirements, site access constraints, and traffic control requirements have not been fully determined for the locations where exploratory work will be performed. For the purposes of this quotation, we have assumed ~\$400 in fees for the City/County permits and coordination. If additional permit/bonding fees are required to work within the public right-of-way, IGES will notify MWD of the charges and if a compromise cannot be reached between the municipalities and the Water District, they will be billed in addition to the fees stated above. The fee estimate further assumes MWD's acceptance of General Terms and Conditions listed on the attached Form B-25 (Attachment 1) Additional changes or modifications to previously accepted conditions; including indemnification language, limitations of liability, or insurance coverage required of IGES may necessitate an adjustment to our fee for the proposed services. Adjustments to fees may also accompany increased design safety factors and/or conservative assumptions and recommendations which could ultimately increase project construction costs.

Initiation of field work is subject to drill rig availability, generally we can schedule equipment and complete utility location requirements within three to four weeks of receiving signed authorization to proceed. The proposed field program will require approximately one day to complete. Geotechnical laboratory testing would commence immediately upon return of soil samples from the field and require a minimum of 15 business days. Our engineering evaluations and assessment of various construction and excavation options will require an additional 10 business days allowing us to deliver our completed report and recommendations within 4-5 weeks of initiation of field activities.

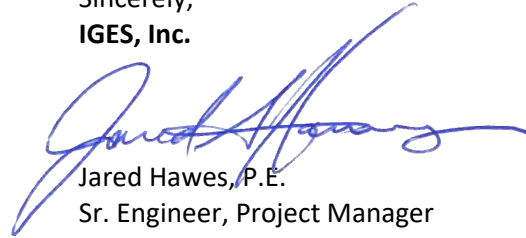


*Preliminary Geotechnical Investigation  
2023 Secondary Waterline Project  
7800 West Near Beagley Road  
Page 5*

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We look forward to the opportunity of working with you on this project. If you have any questions regarding the proposed scope of work or any other aspects of our proposal, please do not hesitate to contact us.

Sincerely,  
**IGES, Inc.**



Jared Hawes, P.E.  
Sr. Engineer, Project Manager

Attachments:

1. General Conditions - Form B 25
2. Schedule of Charges 2023

**GENERAL CONDITIONS-FORM B25****1.0 BILLING**

- 1.1 Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed.
- 1.2 Interest of 1 ½ % per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorneys' fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.
- 1.3 In the event that the Client requests termination of the work prior to completion of a report, Intermountain GeoEnvironmental Services, Inc. reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 30% of all charges incurred up to the date of the stoppage of the work may, at the discretion of Intermountain GeoEnvironmental Services, Inc., be made.

**2.0 WARRANTY AND LIABILITY**

- 2.1 Intermountain GeoEnvironmental Services, Inc. warrants that its services are performed, within the limits prescribed by its Clients, in a manner consistent with that level of care and skill ordinarily exercised by members of the same professions currently practicing in the same locality under similar conditions. No other warranty or representation, either expressed or implied, is included in its proposals, contracts or reports.
- 2.2 Intermountain GeoEnvironmental Services, Inc. has neither created nor contributed to the existence of any hazardous, radioactive, toxic or otherwise dangerous substance or condition at the site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Accordingly, notwithstanding any other provision herein, the liability of Intermountain GeoEnvironmental Services, Inc., its employees, subcontractors and agents for any injury or loss arising from any such pre-existing or client generated dangerous substance or condition at or near the project site, shall not exceed \$1,000.
- 2.3 Intermountain GeoEnvironmental Services, Inc., its employees, subcontractors and agents shall not be liable for indirect or consequential damages, including without limitation loss of use and loss of profits.
- 2.4 In recognition of the relative risks and benefits of the project to both the Client and IGES, the risks have been allocated such that the Client agrees, to the extent permitted by law, to fully indemnify IGES for any and all claim related costs, including attorneys fees, investigative expenses and settlement or indemnity costs, up to an aggregate total of \$25,000. In addition to the limitations provided in 2.2 and 2.3, and notwithstanding any other provision herein, the liability of Intermountain GeoEnvironmental Services, Inc, its employees, subcontractors and agents shall be limited to injury or loss to the extent caused by the negligence of Intermountain GeoEnvironmental Services, Inc., its subcontractors and/or agents hereunder, and the liability of Intermountain GeoEnvironmental Services, Inc. , for injury or loss arising from (1) professional errors or omissions and/or (2) environmental impairment or pollution and/or (3) radiation, nuclear reaction, or radioactive substances or conditions shall not exceed \$25,000. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.
- 2.5 The General Liability of Intermountain GeoEnvironmental Services, Inc, its employees, subcontractors and agents for any other claim(s) of any kind shall not exceed \$100,000. Increased liability limits may be negotiated upon the Clients written request, prior to commencement of services, and agreement to pay an additional fee.
- 2.6 The Client agrees to indemnify and hold harmless Intermountain GeoEnvironmental Services, Inc., its employees, subcontractors and agents against and from any claim, liability, attorneys fees or other defense costs incurred because of (i) injury or loss caused by the actions or omissions of the Client, its employees or its other agents, contractors or subcontractors, or (ii) any third party claim arising from the performance of services hereunder by Intermountain GeoEnvironmental Services, Inc., its agents or subcontractors, to the extent the liability and costs exceed the relevant amount of Intermountain GeoEnvironmental Services, Inc's liability specified in sections 2.2-2.6 above and does not

result solely from the negligence or willful misconduct of Intermountain GeoEnvironmental Services, Inc., its agents or subcontractors.

2.7 In the event the Client makes a claim against Intermountain GeoEnvironmental Services, Inc., at law or otherwise, for any alleged error, omission or other act arising out of the performance of its professional services, and to the extent the Client fails to prove such claim, then the Client shall pay all costs, including attorneys fees, incurred by Intermountain GeoEnvironmental Services, Inc. in defending itself against the claim.

2.8 Notice *Lis pendens* – in order to secure payment, IGES, Inc. may file a notice of *Lis pendens* or in the event of delinquent payment perfect a lien on the property for which their services are performed.

AUTHORIZATION TO PROCEED AND ACCEPTANCE OF TERMS AND CONDITIONS

The undersigned, as an authorized representative of **Magna Water District**, agrees to the scope of work and general conditions offered, and authorizes IGES, Inc. to proceed with the work.

By: \_\_\_\_\_  
Authorized Signature

IGES, Inc.

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date:

**SCHEDULE OF CHARGES****Intermountain GeoEnvironmental Services, Inc.  
2023**

The compensation to Intermountain GeoEnvironmental Services, Inc. for our professional services is based upon and measured by the following elements:

**PERSONNEL, HOURLY RATE**

Principals	\$160.00 - \$180.00
Associates/Senior Consultants	\$150.00 - \$175.00
Senior Engineers/Geologists	\$135.00 - \$150.00
Project Engineers/Geologists	\$125.00 - \$135.00
Staff Engineers/Geologists	\$115.00 - \$125.00
Assistant Professionals	\$95.00 - \$120.00
Senior Field/Laboratory Technicians	\$80.00 - \$95.00
Junior Field/Laboratory Technicians	\$75.00 - \$80.00
Word Processing and Clerical	\$70.00
Expert Consultation, Report Preparation, and Testimony	\$275.00 - \$300.00

**EQUIPMENT**

Soil Sampling Equipment	\$10.00/hour
Soil Sample Containers	\$20.00/sample
Tieback/Soil nail testing equipment	\$150.00/day
Inclinometer Measurements up to 150 ft	\$200.00/day
Inclinometer Measurements 150 to 300 ft	\$400.00/day
Nuclear Density Testing Gauge	\$50.00/day
Mileage	\$1.00/mile
Vibration Monitoring	Project Specific

**MISCELLANEOUS EXPENSES**

Out-of-town living expenses, vehicle rentals, sub-contracted work, postage, shipping, telephone, travel, and other costs incurred with outside services or equipment	Cost plus 15%
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All in-house laboratory testing and geophysical surveys will be billed at IGES prevailing testing rate schedule at the time of testing.

**EASEMENT**

**When Recorded Mail This Deed To:**

Magna Water District  
PO Box 303  
8885 West 3500 South  
Magna, UT 84044

Tax Parcel No.: \_\_\_\_\_

VACATION OF EASEMENT

MAGNA WATER DISTRICT, formally “Magna Water Company, an improvement district”, a body politic of Salt Lake County, State of Utah (“Easement Holder”), hereby vacates, relinquishes and abandons all of its easement interests in an easement on or through the identified parcel of land situate in Salt Lake County, State of Utah, said easement granted to it pursuant to that certain Easement recorded on March 5, 1987 as Entry No. 4412272 in Book 5885 at Page 958 of the Official Records in the Office of the Salt Lake County Recorder and being more particularly described as follows (the “Vacated Easement”):

The Vacated Easement is depicted and described on Exhibit A attached hereto.

IN WITNESS WHEREOF, Easement Holder has caused this instrument to be executed by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

MAGNA WATER DISTRICT, a body politic of  
Salt Lake County, State of Utah

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF UTAH )

ss:

COUNTY OF SALT LAKE )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, \_\_\_\_\_ personally appeared before me and, being duly sworn, affirmed to me that he is the \_\_\_\_\_ of MAGNA WATER DISTRICT, a body politic of Salt Lake County, State of Utah, and that they executed the same in such capacity on behalf of said improvement district.

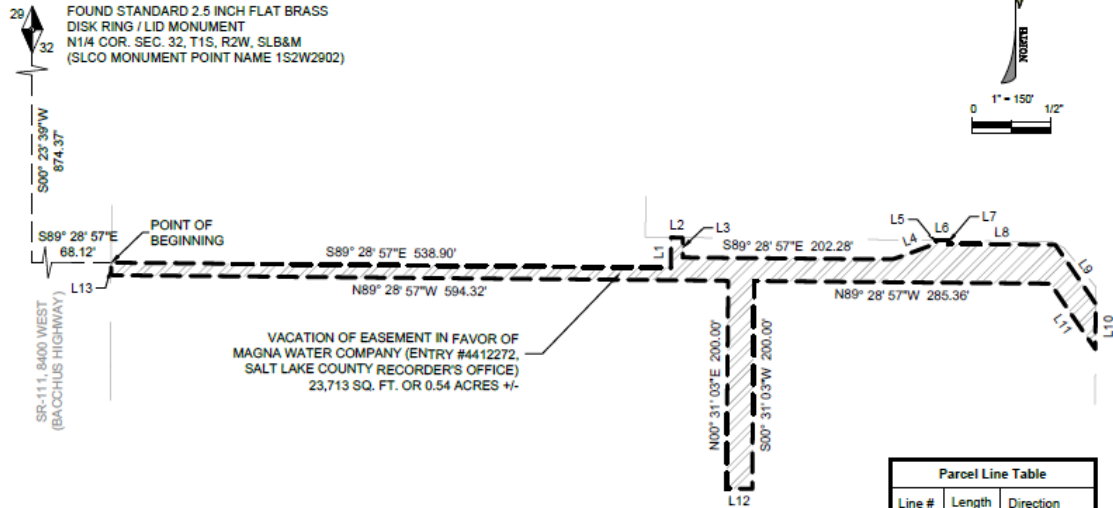
\_\_\_\_\_  
Notary Public

# Exhibit A

## MAGNA WATER VACATION OF EASEMENT

NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST  
SALT LAKE BASE AND MERIDIAN,  
MAGNA TOWNSHIP, SALT LAKE COUNTY, UTAH

### EXHIBIT "A"



VACATION OF EASEMENT IN FAVOR OF  
MAGNA WATER COMPANY (ENTRY #4412272,  
SALT LAKE COUNTY RECORDER'S OFFICE)  
23,713 SQ. FT. OR 0.54 ACRES +/-

Parcel Line Table		
Line #	Length	Direction
L1	29.16	N00°31'03"E
L2	11.62	S89°24'14"E
L3	19.13	S00°47'20"W
L4	44.10	N89°57'41"E
L5	3.32	N00°31'03"E
L6	12.00	S89°24'14"E
L7	3.30	S00°31'03"W
L8	103.00	S89°28'57"E
L9	68.73	S34°29'33"E
L10	43.74	S00°26'03"W
L11	76.36	N34°29'33"W
L12	25.00	N89°28'57"W
L13	12.00	N00°29'28"E

#### MAGNA WATER VACATION OF EASEMENT DESCRIPTION

A VACATION OF EASEMENT IN FAVOR OF THE MAGNA WATER COMPANY RECORDED AS ENTRY #4412272, SALT LAKE COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA TOWNSHIP, SALT LAKE COUNTY, UTAH:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SR-111, 8400 WEST STREET, AND BACCHUS HIGHWAY 874.37 FEET SOUTH 00°23'39" WEST AND 68.12 FEET SOUTH 89°28'57" EAST FROM THE NORTH QUARTER CORNER OF SAID SECTION 32; AND RUNNING THENCE SOUTH 89°28'57" EAST 538.90 FEET; THENCE NORTH 00°31'03" EAST 29.16 FEET; THENCE SOUTH 89°24'14" EAST 11.62 FEET; THENCE SOUTH 00°47'20" WEST 19.13 FEET; THENCE SOUTH 89°28'57" EAST 202.28 FEET; THENCE NORTH 89°57'41" EAST 44.10 FEET; THENCE NORTH 00°31'03" EAST 3.32 FEET; THENCE SOUTH 89°24'14" EAST 12.00 FEET; THENCE SOUTH 00°31'03" WEST 3.30 FEET; THENCE SOUTH 89°28'57" EAST 103.00 FEET; THENCE SOUTH 34°29'33" EAST 68.73 FEET TO THE PROPERTY LINE; THENCE SOUTH 00°26'03" WEST 43.74 FEET ALONG THE PROPERTY LINE; THENCE NORTH 34°29'33" WEST 76.36 FEET; THENCE NORTH 89°28'57" WEST 285.36 FEET; THENCE SOUTH 00°31'03" WEST 200.00 FEET; THENCE NORTH 89°28'57" WEST 25.00 FEET; THENCE NORTH 00°31'03" EAST 200.00 FEET; THENCE NORTH 89°28'57" WEST 594.32 FEET TO SAID EASTERLY LINE OF SR-111, 8400 WEST STREET AND BACCHUS HIGHWAY; THENCE NORTH 00°29'28" EAST 12.00 FEET ALONG SAID EASTERLY LINE AND THE POINT OF BEGINNING.

CONTAINS 23,713 SQ. FT. OR 0.54 ACRES +/-

**LEGEND**

SECTION CORNER (FOUND)

SECTION CORNER (CALCULATED)

SECTION LINE

PROPERTY LINE

EASEMENT LINE

SET MONUMENT

FOUND MONUMENT

3041 South 4000 West  
West Valley, Utah 84130  
(801) 955-5652  
50 East 100 South  
Haber City, Utah 84032  
(435) 934-8850

1419 2nd Ave. West, Ste. #3  
Billings, MT 59101  
(701) 444-5200  
46 Central Ave. South  
Billings, MT 59102  
(701) 754-7131

**PROJECT NAME:**  
**MAGNA WATER VACATION OF EASEMENT**

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

**SCALES**

HORIZ: 1" = 150'

BAR SCALE MEASURES 1" ON A FULL SIZE SHEET, 1/2" ON A HALF SIZE SHEET.

DRAWN: JF	PROJECT # 18SM3521
DESIGNER: JF	SHEET:
REVIEWED: TG	1 of 1
DATE: 1/19/2022	

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